

Corporation of the County of Grey

By-law 5193-24

A By-law to Amend By-law 5073-20 and Authorize the Warden and Clerk to Enter into an Amended and Restated Service Agreement with Grey Sauble Conservation Authority

WHEREAS Section 8 of the Municipal Act, 2001, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS the Council of the County of Grey adopted the recommendations of the Committee of the Whole on December 12, 2019, and enacted By-law 5073-20 authorizing the execution of agreements between the Corporation of the County of Grey and Grey Sauble Conservation Authority, being the “Forest Management Agreement – By-law Enforcement” and the “Forest and Recreation Management Agreement” regarding the enforcement of the provisions of the County’s Forest Management By-law 4341-06, as amended, and for forest and trail management services;

AND WHEREAS on June 13, 2024, the Committee of the Whole directed staff to prepare a by-law authorizing the Warden and Clerk to enter into an amended and restated service agreement with Grey Sauble Conservation Authority regarding the enforcement of the provisions of the County’s Forest Management By-law to allow for tree marking on private lands on a trial basis to the end of the current agreement period.

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. The Warden and Clerk are hereby authorized and directed to execute, and the Clerk to affix the Corporate seal thereto, an amended and restated agreement between the Corporation of the County of Grey and Grey Sauble Conservation Authority regarding the enforcement of the provisions of the County’s Forest Management By-law and for forest and trail management services to allow for tree marking on private lands on a trial basis to the end of the current agreement period, attached hereto as Schedule 1.
2. The agreements authorized by By-law 5073-20 be repealed and replaced with the amended and restated “Forest Management Agreement – By-law Enforcement” and the “Forest and Recreation Management Agreement” attached

hereto as Schedule 1.

3. This By-law shall come into force and effect upon the final passing thereof.

ENACTED AND PASSED this 8th day of August, 2024.

WARDEN: Brian Milne

CLERK: Tara Warder

Schedule 1 to By-law 5193-24

AMENDED AND RESTATED

Forest Management Agreement

By-Law Enforcement

THIS AGREEMENT is made this day of December, 2019.

BETWEEN

THE CORPORATION OF THE COUNTY OF GREY

(hereinafter referred to as the “County”)

- and –

GREY SAUBLE CONSERVATION AUTHORITY

(hereinafter referred to as “Grey Sauble”)

WHEREAS Section 135(2) of the *Municipal Act, 2001*, authorizes upper tier municipalities to pass by-laws prohibiting or regulating the destruction or injury of trees in woodlands;

AND WHEREAS the County has adopted By-Law No. 4341-06 as amended by By-Law 4734-11, being the County’s Forest Management By-Law;

AND WHEREAS the County wishes to retain Grey Sauble to enforce the provisions of By-Law No. 4341-06 and any successors or amendments thereto;

NOW THEREFORE the County and Grey Sauble hereby agree as follows:

1.0 Definitions

In this Agreement:

- 1.1 “Agreement” means this Agreement and all attached schedules, including all future written amendments to the Agreement and all renewals of this Agreement.
- 1.2 “Marking Services” means tree marking services involving the careful selection of trees to harvest.

2.0 Enforcement

- 2.1 The enforcement of By-Law No. 4341-06, as may be amended from time to time, and any successor by-laws and amendments thereto (being, collectively, the “Forest Management By-Law”) is hereby delegated to Grey Sauble for enforcement for a five (5) year period commencing December 31, 2019 (the “Initial Term”) unless terminated earlier as hereinafter provided. During the Initial Term, this Agreement may be terminated by either party by giving one (1) years advance written notice to the other party.
- 2.2 After the end of the Initial Term, this agreement shall automatically renew annually for each year thereafter (each such year being a “Renewal Term”, and the Initial Term together with all Renewal Terms being the “Term”). During any Renewal Term, this Agreement may be terminated by either party giving six (6) months advance written notice to the other party. For greater certainty, when one party has given notice to terminate during a Renewal Term, and that notice is not effective until a subsequent Renewal Term, the Agreement shall continue to renew until such time as that notice is effective to terminate the Agreement.
- 2.3 This enforcement shall include all facets of by-law enforcement including, but not be limited to:
 - a) consulting with County forestry staff on enforcement matters generally;
 - b) carrying out field inspections; issuing certificates of offence, issuing summonses, issuing stop work orders, issuing work orders, applying for and executing search warrants, and laying information, all pursuant to the Provincial Offences Act;
 - c) delivery and service of all documents necessary to carry out such enforcement pursuant to the Provincial Offences Act; and
 - d) coordination and consultation with County prosecution staff in respect of all proceedings initiated in respect of enforcement.
- 2.4 The County shall designate by by-law, and in consultation with Grey Sauble, one or more employees of Grey Sauble as officers for the purpose of enforcing Section 135 of the Municipal Act, 2001 and the Forest Management By-law.
- 2.5 Grey Sauble acknowledges that the delegation of enforcement of the Forest Management By-law provided for in Section 2.1 above is not an exclusive delegation, and that the County may continue to exercise its authority to enforce the Forest Management By-law independently of Grey Sauble.

3.0 By-Law and Policy Updates

- 3.1 Grey Sauble will assist the County with any updates to the Forest Management By-Law or other relevant policy documents occurring during the term of this agreement.

4.0 Conflicts

- 4.1 The Parties agree that on a pilot basis commencing on [start date] and ending on December 31, 2024, Grey Sauble, in its sole discretion, may provide Marking Services, under the supervision of an Ontario Registered Professional Forester, for private landowners within the County of Grey in accordance with all applicable municipal by-laws, provincial legislation, and federal legislation.
- 4.2 Grey Sauble may carry out tree marking activities on lands owned by Grey Sauble.
- 4.3 Grey Sauble acknowledges that any harvesting of trees from its lands must be performed in compliance with the Forest Management By-Law, and agrees that any exercise of Grey Sauble staff of authority in respect of their role as an enforcement officer as contemplated in section 2.4 shall not be restricted or influenced by Grey Sauble.
- 4.4 To avoid any actual or perceived conflicts of interest, Grey Sauble shall develop and follow its own internal conflict of interest procedure, which shall include but is not limited to, ensuring that Grey Sauble's position of Grey County By-law Officer does not report to Grey Sauble's Forestry Coordinator or delegate.
- 4.5 If at any time, Grey Sauble becomes aware that an actual or perceived conflict of interest has arisen or is likely to arise, Grey Sauble shall immediately notify the County and shall take all reasonable steps to address the conflict. Grey Sauble shall be responsible for any expenses related to the conflict, including but not limited to hiring a temporary replacement By-law Enforcement Officer as a result of the conflict.

5.0 Financial

- 5.1 Subject to the provisions of this Article 4.0, all costs incurred by Grey Sauble in the enforcement of the Forest Management By-Law shall be borne by the County.
- 5.2 Grey Sauble staff time shall generally be provided on a fee for service basis. The hourly rates of staff and estimated time requirement shall be specified in the annual budget.

- 5.3 Material costs are to be based on actual expenditures and supported by suppliers' invoices and other relevant supporting documentation. The County has the right to review all supporting documentation upon request.
- 5.4 Grey Sauble shall invoice the County for services under this Agreement quarterly within the County's fiscal year and the County shall pay each invoice within 30 days of receipt. In each of the first three quarters of each fiscal year of the County, Grey Sauble may invoice the County for an amount proportional to one quarter of the work it expects to performed for the County under this Agreement in that fiscal year, provided that its invoice for the final quarter of that fiscal year shall contain all adjustments necessary to provide that the total of all amounts invoiced to the County for that fiscal year represent the actual work performed by it for the County in that year. In the event that such invoice for the final fiscal year results in a net balance payable by Grey Sauble to the County, such amount shall be payable by Grey Sauble to Grey County on the last day of that fiscal year.
- 5.5 In the event of dispute with respect to charges, the respective employees of the parties shall diligently work to resolve the dispute provided that in the event that they are unable or unwilling to agree within 30 days, the matter shall be referred to the Parties' respective Chief Administrative Officers who shall resolve the matter within 30 days failing which it shall be referred to binding arbitration. The arbitrator shall be jointly selected and, subject to the provisions of section 5.6 below, the arbitrator so appointed shall determine the procedure and rules for the arbitration.
- 5.6 With respect to the arbitration process described in section 5.5:
- a) the location for any mediation or arbitration conducted pursuant to this Article 15 will be at a location within the County of Grey to be determined by the County;
 - b) the arbitration shall be conducted in the English language; and
 - c) the parties may appeal the decision of the arbitrator to the court on a question of mixed fact and law, but only with leave of the court granted in accordance with the provisions of section 45(1) of the Arbitration Act.
- 5.7 Grey Sauble shall provide the County by August 1st each year a preliminary budget outlining revenues and expenditures for the upcoming fiscal year of the County. This budget shall be subject to review and approval by the County. Until the budget for the fiscal year is approved, Grey Sauble shall not carry out any activities under this Agreement for which the County shall be invoiced except with the written approval of the County.

6.0 Health & Safety, WSIB

- 6.1 Grey Sauble is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. If requested, Grey Sauble shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.
- 6.2 Grey Sauble shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act, (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

7.0 Insurance

- 7.1 Grey Sauble shall, at its own expense, obtain and keep in force during the Term of this Agreement, insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - a) Commercial General Liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000);
 - i. inclusion of the County as an Additional Insured with respect to the operations of the named insured;
 - ii. cross liability and severability of Interest clauses;
 - iii. non-owned automobile coverage with a limit of at least Five Million Dollars (\$5,000,000) including contractual non-owned coverage;
 - iv. products and completed operation coverage with an aggregate limit of not less than Five Million Dollars (\$5,000,000);
 - v. policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
 - b) Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement;
 - c) Errors and Omissions Insurance in an amount of not less than \$2,000,000; and
 - d) Insurance for negligent investigation and malicious prosecution in an amount of not less than Five Million Dollars (\$5,000,000) or equivalent coverage.

The policy is to be renewed for three years after contract termination.

- 7.2 Grey Sauble shall provide the County with certificates of insurance for each policy period throughout the term of this Agreement, evidencing the compliance with all requirements prior to commencement of work under this Agreement. Such certificate shall include a provision that the coverage shall be primary and shall not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the County.
- 7.3 A thirty-day written notice of cancellation, termination or material change in coverage shall be provided to the County by Grey Sauble or its insurer.

8.0 Indemnification

- 8.1 Each of the County and Grey Sauble shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of:
- a) any breach, violation or non-performance by the other party of any covenant, term or provision of this Agreement,
 - b) any instance of negligent investigation or malicious prosecution for which the party so indemnifying or any of those persons for whom it is in law responsible; and
 - c) any damage, injury or death occasioned to or suffered by any person or persons, or by any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying carried out in respect of the matters contemplated by this Agreement or any of those persons for whom it is in law responsible.
- 8.2 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the matters contemplated by this Agreement.

9.0 Waiver

- 9.1 No condoning, excusing or overlooking by either party of any default, breach or non-observance by the other at any time or times in respect of any covenant, obligation or agreement under this Agreement shall operate as a waiver of such party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the County or Grey Sauble herein in respect of any such continuing or

subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the County or Grey Sauble save only an express waiver in writing.

10.0 Assignment

- 10.1 Grey Sauble shall not assign this Agreement without the prior written consent of the County.

11.0 Successors and Assigns

- 11.1 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns.

12.0 Standard for Performance

- 12.1 The parties acknowledge that the County, in selecting Grey Sauble to perform the services hereunder, is relying upon Grey Sauble's reputation for excellence in the performance of such services. Grey Sauble shall devote such time to performance of its duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties.

13.0 Notice

- 13.1 Any notices required must be in writing and delivered to the following addresses between 9:00 AM and 4:30 PM Monday to Friday.

For Grey Sauble:

Chief Administrative Officer
Grey Sauble Conservation Authority
237897 Inglis Falls Road, RR. 4
Owen Sound, ON N4K 5N6
Fax Number: 519-371-0437
Email: t.lanthier@greysauble.on.ca

For the County:

County Clerk
County of Grey Administration Building
595 9th Ave E
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

- 13.2 Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed received. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Hand delivered notices will be considered received on the business day of delivery.

14.0 Entire Agreement

- 14.1 This Agreement constitutes the entire agreement between the parties concerning the delegation of enforcement of the Forest Management By-law, and may only be amended or supplemented by an Agreement in writing signed by both parties.

15.0 Independent Contractor

- 15.1 The services defined in this Agreement shall be performed by Grey Sauble as an independent contractor at arm's length from, and not as an employee of, the County.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE COUNTY OF GREY

Warden: Brian Milne

Clerk: Tara Warder

GREY SAUBLE CONSERVATION AUTHORITY

Chair:

CAO:

Forest and Recreation Management Agreement

THIS AGREEMENT is made this day of

BETWEEN

THE CORPORATION OF THE COUNTY OF GREY

(hereinafter referred to as the "County")

- and -

GREY SAUBLE CONSERVATION AUTHORITY

(hereinafter referred to as "Grey Sauble")

WHEREAS pursuant to the provisions of Section 9 of the Municipal Act, 2001, an upper tier municipality has the powers of a natural person and as such has the power to enter contracts with respect to its own property;

AND WHEREAS the County is the owner of the forest lands identified in the County's Forest Management Plan adopted by County Council, as amended, and lands known as the CP Rail Trail from Dundalk to Owen Sound;

AND WHEREAS the County wishes to retain Grey Sauble to manage these County Lands to ensure their long term viability;

NOW THEREFORE the County and Grey Sauble hereby agree as follows:

1.0 Definitions

In this Agreement:

1.1 "County Land" means all County Forest and CP Rail Trail land owned by the County.

1.2 "County Forest" means the forest lands identified in the Forest Management Plan and as shown as Schedule "A" attached hereto.

1.3 "CP Rail Trail" means the lands acquired by the County from Canadian Pacific Railways which formerly were its rail line in the County of Grey and as shown on Schedule "B" attached hereto.

1.4 "Forest Management Plan" means the Plan adopted by the County on January 7, 2003, or any subsequent updates, and is a plan which applies business methods

and technical forest principles to the management of the County's forest properties.

1.5 The "Recreational Trails Master Plan" (RTMP) means the plan adopted by the County November X, 2019, including any updates or policy implementations as recommended by the RTMP.

1.6 "Trails" shall include all County Forest trails and the CP Rail Trail, and includes those areas appurtenant to them, such as road crossings.

2.0 Term

2.1 This term of this agreement is for a five (5) year period commencing December 31, 2019 (the "Initial Term") unless terminated earlier as hereinafter provided. During the Initial Term, this Agreement may be terminated by either party by giving one (1) years advance written notice to the other party.

2.2 After the end of the Initial Term, this agreement shall renew annually for each year thereafter (each such year being a "Renewal Term", and the Initial Term together with all Renewal Terms being the "Term"). During any Renewal Term, this Agreement may be terminated by either party giving six (6) months advance written notice to the other party. For greater certainty, when one party has given notice to terminate during a Renewal Term, and that notice is not effective until a subsequent Renewal Term, the Agreement shall continue to renew until such time as that notice is effective to terminate the Agreement.

3.0 Application

3.1 This Agreement applies to County Land.

4.0 General

4.1 Grey Sauble shall provide to the County by August 1st each year a preliminary budget and a work plan for the following year identifying all work to be carried out under the Agreement. This budget and work plan shall be subject to review and approval by the County. Until the budget for the fiscal year is approved, Grey Sauble shall not carry out any activities under this Agreement for which the County shall be invoiced except with the written approval of the County. After approval by the County, the budget and work plan shall be followed by Grey Sauble. Any work in addition to the annual work plan must be approved by the County prior to such work being performed. Grey Sauble shall assist County staff with long term capital project planning, capital project details, tender information and supervise/work with private contractors to complete capital projects.

- 4.2 The County shall have the right to monitor the works and services being completed by Grey Sauble on an on-going basis and make requests for changes/additions. Grey Sauble shall provide competent and trained staff to manage the County Forests and Trails and to fulfill its other commitments under this agreement. Grey Sauble shall also provide for the management of this staff with input from the County. Grey Sauble may also utilize the services of other conservation authorities and/or the private sector as required with the prior approval of the County.
- 4.3 Grey Sauble shall comply with all legal requirements (including statutes, laws, by-laws, ordinances, orders, rules and regulations of every governmental authority having jurisdiction) which relate to the management of County Lands.
- 4.4 Grey Sauble will be expected to work in accordance with the Occupational Health and Safety Act (re: duties of Contractors and duties of employers) and applicable regulations. Health and Safety legislation and Environmental legislation and regulations are considered the minimum requirement that Grey Sauble must meet.
- 4.5 Grey Sauble will assist other County departments from time to time with projects related to trails and recreation (e.g. website updates, tourism, transportation).
- 4.6 Grey County will assist Grey Sauble from time to time with expertise and resources with projects related to trails and recreation.
- 4.7 Permitted uses on County Land shall be as set out in the Forest Management Plan and Recreational Trails Master Plan or any other policies or by-laws passed by County Council as amended by County Council from time to time.
- 4.8 Grey Sauble staff, in consultation with the County, may close certain trails due to logging operations, special permit uses, environmental concerns, hazardous conditions such as fire hazards or wind storms or any other reason. Reasonable efforts shall be made to ensure that no person enters or remains in any area or part thereof that is designated as closed.
- 4.9 While the County Lands are open during the winter season, Grey Sauble shall not be required to clear snow from the trails.

5.0 Forest Management

- 5.1 Grey Sauble shall be responsible for the following Forest Management duties:
- a) Ensure that the County Forest is managed in a manner consistent with the intent of the Forest Management Plan, Forest Stewardship Certification Principles if applicable and within approved budgets.
 - b) The preparation, implementation and monitoring of forest management planning

and operation activities.

- c) Coordinating all forest product sales and silvicultural treatments.
- d) Submit reports summarizing harvest activity identified by specific Forest Tracts.
- e) Ensure that the needs of the community are considered in the management of the County Forests, by working in cooperation with the general public, user groups and adjacent land owners
- f) Assist the County with the review of user agreements and/or contracts that may be affected by Forest Management operations.
- g) Assist the County with ongoing updates to the Forest Management Plan and associated policy documents, including ongoing forest inventory updates.

6.0 Recreation

6.1 Grey Sauble shall be responsible for the following Recreation related duties:

- a) Manage and maintain all Trails and recreational opportunities on County Lands.
- b) Carry out risk management assessments and complete reports for all County owned Trails at least twice per year.
- c) Perform minor repairs/remediate risks identified on inspection reports and report any critical situations to the Planning and Development Department within 24 hours or as soon as necessary and/or reasonably possible.
- d) Maintain accurate risk management records for future consultation.
- e) Maintain in good repair all facilities on County Lands to include trails, gates, fences, signs, roads, parking areas etc.
- f) Assist the County in ensuring that County Land is only used for purposes consistent with the Forest Management Plan and Recreational Trails Master Plan or any other policy or by-law passed by County Council.
- g) Assist the County with the review of any new or existing user agreements and/or contracts to ensure consistency between agreements and with existing permitted uses.
- h) Assist the County with the preparation and review of trail, forest, and recreation related policy documents and policy upgrades.

6.2 Grey Sauble shall ensure that the needs of the community are considered in the management of County Lands by working in cooperation with the general public, user groups and adjacent land owners.

6.3 Grey Sauble shall assist the County with investigating and resolving complaints.

6.4 Upon request by the County, Grey Sauble shall supervise and work directly with private contractors, in conjunction with County Staff or other County Departments, to complete various tasks.

7.0 Payment of Services

- 7.1 All costs incurred by Grey Sauble in the operation and management of County Lands shall be borne by the County. Those costs shall be offset by any grants or subsidies received by Grey Sauble in connection with the County Forest, or which may be applicable in whole or part to the work performed under this Agreement.
- 7.2 All revenues from the sale of timber shall be made payable to the County.
- 7.3 Grey Sauble shall invoice the County for services under this Agreement quarterly and the County shall pay all invoices within 30 days of receipt of the invoice. For the first three quarters of each fiscal year of the County, Grey Sauble may invoice the County for an amount proportional to one quarter of the work expected to be performed by it for the County in that fiscal year, provided that it shall, in its invoice for the final quarter of that fiscal year, make any adjustments necessary to provide that the total of all amounts invoiced to the County for that fiscal year represent the actual work performed by it for the County in that year. In the event that such invoice for the final fiscal year results in a net balance payable by Grey Sauble to the County, such amount shall be payable by Grey Sauble to Grey County on the last day of that fiscal year.
- 7.4 Grey Sauble staff time shall be provided on a fee-for-service basis. The hourly rates of staff and estimated time requirement shall be specified in the annual budget.
- 7.5 Material costs are to be based on actual expenditures and supported by suppliers' invoices and other relevant supporting documentation. The County has the right to review all supporting documentation upon request.
- 7.6 The County shall pay all invoices that have been certified for payment within 30 days of receipt of the invoice.
- 7.7 In the event of dispute with respect to charges, the respective employees of the parties shall diligently work to resolve the dispute provided that in the event that they are unable or unwilling to agree within 30 days, the matter shall be referred to the respective Chief Administrative Officers who shall resolve the matter within 30 days failing which it shall be referred to binding arbitration. The arbitrator shall be jointly selected, and the rules of the Arbitrations Act shall apply.

8.0 Health & Safety, WSIB

- 8.1 Grey Sauble is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance

Board (WSIB), or insurance company if applicable for its own employees. If requested, Grey Sauble shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

- 8.2 Grey Sauble shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act, (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

9.0 Insurance

- 9.1 Grey Sauble shall, at its own expense, obtain and keep in force during the Term of this Agreement, insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a) Commercial General Liability insurance on an occurrence basis
 - i. for an amount of not less than Five Million Dollars (\$5,000,000);
 - ii. inclusion of the County as an Additional Insured with respect to the operations of the named insured;
 - iii. cross liability and severability of Interest clauses;
 - iv. non-owned automobile coverage with a limit of at least Five Million Dollars (\$5,000,000) including contractual non-owned coverage;
 - v. products and completed operation coverage with an aggregate limit of not less than Five Million Dollars (\$5,000,000);
 - vi. policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
- b) Automobile liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement;
- c) Errors and Omissions Insurance in an amount of not less than \$2,000,000. The policy is to be renewed for three years after contract termination.

- 9.2 Grey Sauble shall provide the County with certificates of insurance for each policy period throughout the term of this Agreement, evidencing the compliance with all requirements prior to commencement of work under this Agreement. Such certificate shall include a provision that the coverage shall be primary and

shall not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the County.

- 9.3 A thirty-day written notice of cancellation, termination or material change in coverage shall be provided to the County by Grey Sauble or its insurer.
- 9.4 Except as provided above, the County shall be responsible to obtain any insurance it may require for the County Land, the users of the County Land, and the officers, employees, staff, and volunteers of the County and all others the County may be responsible for in law, and this Agreement shall not place any obligation on Grey Sauble in this regard.

10.0 Indemnification

- 10.1 Each of the County and Grey Sauble shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the other party of any covenant, term or provision of this Agreement or by reason of any damage, injury or death occasioned to or suffered by any person or persons, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible.
- 10.2 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the County Land.

11.0 Waiver

- 11.1 No condoning, excusing or overlooking by either party of any default, breach or non-observance by the other at any time or times in respect of any covenant, obligation or agreement under this Agreement shall operate as a waiver of such party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the County or Grey Sauble herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the County or Grey Sauble save only an express waiver in writing.

12.0 Assignment

12.1 Grey Sauble shall not assign this Agreement without the prior written consent of the County.

13.0 Successors and Assigns

13.1 This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns.

14.0 Standard for Performance

14.1 The parties acknowledge that the County, in selecting Grey Sauble to perform the management services hereunder, is relying upon Grey Sauble's reputation for excellence in the performance of such services. Grey Sauble shall devote such time to performance of its duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties.

15.0 Notice

15.1 Any notices required must be in writing and delivered to the following addresses between 9:00 AM and 4:30 PM Monday to Friday.

For Grey Sauble:

Chief Administrative Officer
Grey Sauble Conservation Authority
237897 Inglis Falls Road, RR. 4
Owen Sound, ON N4K 5N6
Fax Number: 519-371-0437
Email: t.lanthier@greysauble.on.ca

For the County:

County Clerk
County of Grey Administration Building
595 9th Ave E
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

15.2 Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed received. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Hand delivered notices will be considered received on the business day of delivery.

16.0 Entire Agreement

16.1 This Agreement, including Schedules “A” and “B” constitutes the entire agreement between the parties concerning the management of County Lands and may only be amended or supplemented by an Agreement in writing signed by both parties.

17.0 Counterparts

17.1 This Agreement may be executed in one or more counterparts, including counterparts delivered electronically, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument.

18.0 Independent Contractor

18.1 The services defined in this Agreement shall be performed by Grey Sauble as an independent contractor at arm’s length from, and not as an employee of, the County.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE COUNTY OF GREY

Warden: Brian Milne

Clerk: Tara Warder

GREY SAUBLE CONSERVATION AUTHORITY

Chair:

CAO:

Schedule A – Forest Management Plan

See Original Plan - <https://docs.grey.ca/share/s/XvxUrDPQS0qHcidHS8ry2Q>

Schedule B – CP Rail Trail

