

This Agreement made this 1st day of October, 2021.

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**,  
as represented by the Minister of Northern Development, Mines,  
Natural Resources and Forestry  
(hereinafter referred to as the “**Ministry**”)

### **AND**

**COPELAND FOREST FRIENDS ASSOCIATION**  
(hereinafter referred to as the “**Friends**”)

### **Background and Purpose**

1. Copeland Forest Resources Management Area is a 1760-hectare parcel of Crown Land located in the Township of Oro-Medonte, County of Simcoe and within the administrative boundaries of the Ministry’s Midhurst District, as depicted in Appendix “A” to this Agreement (hereinafter referred to as “**Copeland Forest**”);
2. It is the Ministry’s goal to ensure the long-term protection of the Copeland Forest’s natural and cultural resources together with providing educational and recreational opportunities for the people of Ontario;
3. The Friends wish to establish a long-term relationship with the Ministry to achieve the stewardship recommendations as set out in the Copeland Forest Stewardship Committee’s *Stewardship Recommendations to the Midhurst District MNR*, dated June 2013. The Copeland Forest Friends Association was created to implement the stewardship recommendations set out in this report;
4. The mandate of the Friends is to conserve the natural integrity of the Copeland Forest while facilitating compatible recreational use, and to implement stewardship activities that provide for the (ecological) sustainability of the Copeland Forest with the objective of meeting the needs of present and future generations.
5. The Parties share common goals and interests in respect of the stewardship recommendations for the Copeland Forest, especially in

relation to education, recreation, research and resource protection, and intend to work cooperatively and collaboratively in pursuit thereof.

### **Guiding Principles**

6. The Parties will be guided by the following principles so as to allow their relationship to flourish and to enable them to achieve results that neither could achieve independently:
  - (a) The Parties will work collaboratively in support of the goals and management objectives for Copeland Forest and to achieve common objectives;
  - (b) The Parties will maintain an open dialogue with respect to the Copeland Forest and activities that are or will be carried out therein;
  - (c) The Ministry will respect the integrity of the Friends' Board of Directors and the Friends will respect the integrity of the Ministry management;
  - (d) The Parties will maintain a clearly evident and distinct separation between the management and administration of the Friends and of the Ministry;
  - (e) Each Party will publicly acknowledge and recognize the value that it places on the work and contributions of the other Party.

### **Interpretation**

7. **Definitions.** In the Agreement, the following terms shall have the following meanings:

**“Authorizations”** includes licences, permits, approvals, authorizations and consents;

**“Board of Directors”** means the board of directors of the Friends;

**“Observer”** means a person who is not a member of the Board of Directors and has no capacity to vote at meetings of the Board of Directors;

**“Parties”** means the Ministry and the Friends;

**“Party”** means the Ministry or the Friends;

8. **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (c) “include”, “includes” and “including” shall not denote an exhaustive list;
- (d) any reference to an article, section, subsection, clause, sub-clause or schedule means an article, section, subsection, clause, sub-clause or schedule of this MOU, unless otherwise specified;
- (e) any reference to a statute or regulation means that statute or regulation as may be amended from time to time;
- (f) any reference to a written approval means an approval given in paper copy or by electronic means.

## **Term**

- 9. The term of the MOU shall commence on the effective date specified at the top of this MOU and shall expire on 30<sup>th</sup> day of September 2026, unless extended by mutual written agreement of the Parties or terminated by one of the Parties providing 60 days written notice to the other Party.

## **Roles and Responsibilities**

### **10. The Friends**

- a. **Work Plan.** The Friends will undertake the tasks specified in the work plan (the “**Work Plan**”), attached to this MOU as Appendix “B”, in fulfilling their mandate. The Friends may at any time amend the Work Plan and shall provide the amended Work Plan to the Ministry before undertaking any activities.
- b. **Schedule of Activities under the Work Plan.** The Friends shall provide notice to the Ministry before undertaking any activities specified in the Work Plan. If any activity requires an Approval to be granted by the Ministry, the Friends must provide the Ministry with at least 60 days notice for review and approval, prior to undertaking this activity. The Friends shall maintain a schedule of proposed activities and provide it to the Ministry upon request.

- c. **Costs.** The Friends shall be liable for all costs associated with the Work Plan, unless the District Manager specifies otherwise in writing. Without limiting the generality of the foregoing, the Friends shall provide at its own expense all personnel, supplies, training and equipment that are required to competently and safely plan, organize, supervise and carry out the work plan.
- d. **Authorizations Required by Law.** The Friends shall be responsible for obtaining all Authorizations required by law to proceed with the Work Plan. This includes Authorizations granted by the Ministry, as well as any other Authorizations required by law. This MOU does not provide any assurances by the Ministry that the Authorizations will be granted.
- e. **Training.** The Friends shall ensure that any person carrying out the activities set out in the Work Plan receives adequate and appropriate training to competently and safely carry out the activity.
- f. **Friends Liaison Officer.** The Friends shall designate a member of the Board of Directors to work with the Ministry staff on a day-to-day basis in respect of the MOU and shall notify the District Manager in writing of the name of, and contact information for, such person.
- g. **Compliance with Laws.** The Friends shall at all times comply, and ensure that its employees, volunteers, agents and subcontractors shall at all times comply, with all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations, orders and permits and all by-laws of all relevant local authorities in performing its activities and carrying out its Work Plan.
- h. **Opportunity to Seek Independent Legal Advice.** The Friends acknowledges that it has been provided with a reasonable opportunity to seek independent legal advice regarding the terms and conditions of this MOU and that it fully understands and accepts such terms and conditions.
- i. **Invitation to Board Meetings.** The Friends shall provide notice to the Ministry of each meeting of the Board of Directors and the District Manager or his or her delegate, on behalf of the Ministry, shall have the right to attend, in person or by technological means, each such meeting as an Observer.
- j. **Friends Special Events**
  - i. The Friends shall submit to the Ministry a proposal for any Special Event that they are organizing to take place in the

Copeland Forest at least (60) days prior to the proposed Special Event, in order for the Ministry to determine whether any Authorizations will be required from the Ministry for the proposed event.

- ii. The Friends are responsible for obtaining all additional necessary Authorizations required by law to facilitate the Special Event.
- iii. The Friends shall maintain a schedule of proposed Special Events and provide it to the Ministry upon request.
- iv. The Friends acknowledge that this MOU does not provide any assurances by the Ministry that Authorization for the Special Event will be granted.
- v. The Friends further acknowledge that from time to time other parties may seek to use Copeland Forest for special events and this MOU does not automatically grant the Friends priority for the use of the Copeland forest for a Special Event.

## **11. The Ministry**

- a. **Authorizations Required by Law.** The Ministry will process any Authorizations required or sought by the Friends that are under its jurisdiction, in accordance with its normal policies and procedures and within the existing legislative framework. This MOU does not provide any assurances by the Ministry that the Authorizations will be granted.
- b. **Observer.** The Ministry shall ensure that the District Manager or his or her delegate is available to attend the meetings of the Board of Directors when required as an Observer and to provide at such meetings any information or updates regarding Ministry activities, initiatives or priorities in respect of the Copeland Forest that the District Manager or his or her delegate considers relevant and appropriate and provide input on behalf of the Ministry to the Board regarding any activities being discussed that may directly affect Copeland Forest.
- c. **No Ministry Representatives on the Board.** The Parties agree that no representative of the Ministry may serve as a director of the Friends in any capacity whatsoever.
- d. **Notification of Proposed Events.** The Ministry will notify the Friends of any events that have been proposed by third parties to take place in Copeland Forest for the sole purpose of ensuring there are no conflicts between the Friends Special Events and activities under the Work Plan and such proposed events. The Ministry retains the sole discretion to

authorize any events in Copeland Forest. This MOU does not give the Friends priority over any events proposed by other parties in the Copeland Forest.

## **General**

12. **Parties Independent.** Neither Party shall have the power or authority to bind the other Party or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party. Neither Party shall hold itself out as an agent, partner or employee of the other Party. Nothing in the MOU shall have the effect of creating an employment, partnership or agency relationship between the Ministry and the Friends (or any of the Friends' directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).
13. **Public Use.** The Parties acknowledge that the *Public Lands Act* applies to Copeland Forest as Crown land, and as such the members of the public have a right to use this Crown land. The Friends have no right under this MOU to deny public access to the Copeland Forest.
14. **Occupational Authority.** Nothing in this agreement shall be interpreted as granting occupational authority under the *Public Lands Act*. The Ministry retains the right to grant occupational authority for the Copeland Forest to any person under the *Public Lands Act*. Should the Friends wish to obtain occupational authority for any portion of the Copeland Forest they are required to make application to the Ministry.
15. **Supplemental Agreements.** If the Friends propose to carry out an activity that, in either Party's opinion, either lies outside the scope of this MOU or is more appropriately addressed through a supplemental agreement or other legal instrument (e.g., authorization, licence or permit), the Parties agree to discuss, at a mutually agreeable time, the potential for such an agreement or other legal instrument.
16. **Financial Contribution.** The Parties agree that the Ministry will not receive any financial contribution from the Friends under this MOU. The Parties further agree that the Ministry will not provide any financial contribution to the Friends under this MOU.
17. **Property Acquisitions.** The Friends is not authorized to acquire any property, real or personal, or any interest in any such property on behalf of, or in order to transfer to, the Ministry.
18. **Neither Party to Speak for Other.** Neither Party may speak on behalf of the other Party and when matters are brought to the attention of one Party

that are more appropriately addressed by the other Party, such matters will be referred to the other Party in a timely and expeditious manner.

19. **Use of Ontario Insignia, Logo or other Visual Identifiers.** The Friends acknowledge that they shall not use of any insignia, logo or other visual identifier of Her Majesty the Queen in right of Ontario, including any Ontario Government or Ministry insignia or logo, without the prior written permission of the Ministry on any materials that will be made available to the public.
20. **Dispute Resolution.** The Parties shall make every effort to resolve their disputes through discussions between the District Manager and a member of the Board of Directors.
21. **FIPPA.** The Friends acknowledges that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Ministry in connection with the MOU is subject to disclosure in accordance with that Act.
22. **Modification.** The MOU may only be amended by a written agreement duly executed by the Parties.
23. **Effect of MOU.** Nothing in this MOU is intended to be a legally binding commitment or to create legal rights or liabilities between any of the Parties. It is intended as a statement of the Parties' non-binding intentions to work together towards progress on the purposes set out above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Parties have executed the MOU on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO**

as represented by the Minister of Northern  
Development, Mines, Natural Resources and  
Forestry

\_\_\_\_\_  
Dan Thompson  
District Manager, Midhurst District

\_\_\_\_\_  
Date

**COPELAND FOREST FRIENDS ASSOCIATION**

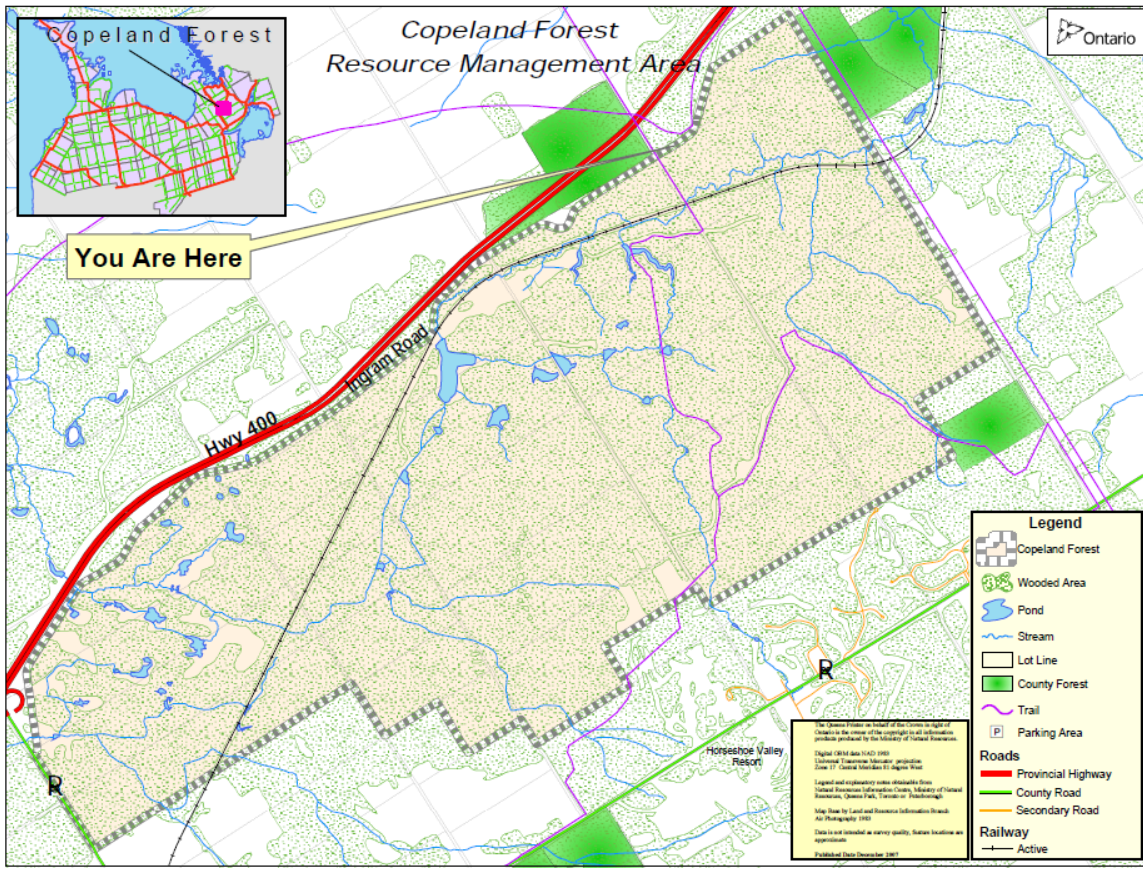
\_\_\_\_\_  
David Kennedy  
President

\_\_\_\_\_  
Date

I have authority to bind the Friends.



# APPENDIX A



# 2021 Work Plan - Copeland Forest Friends Association

## Preface

The Copeland Forest Friends Association (CFFA) is now a well-established and experienced organization capable of responding to the increasing use and ecological and trails challenge in the Copeland Forest. The Association has over 145 members and over 75 volunteers involved in trail maintenance, garlic mustard control and water testing.

The Association has a solid financial status with insurance in place (similar to the insurance of the Simcoe County Mountain Bike Club) and funds available for special projects. In the past two years, the Board has been refreshed with new directors with extensive experience and knowledge of the Forest and professional and management experience. The Association continues its collaborations with the Couchiching Conservancy, Nottawasaga Conservation Authority and Severn Sound Environmental Association.

In response to increased use, the CFFA proposes three main action areas for 2021:

1. Enhance the sustainability of the trail network and ensure its continued viability including:
  - a. Enhance trail stewardship of single-track trails
  - b. Address trail erosion on weak trail sections
  - c. Suggest user group limits on some trail sections
  - d. Close and re-route trails as needed in response to increased use
2. Improve the infrastructure for users by addressing safe parking, snow removal and signage.
  - a. Enhance amount and safety of parking
  - b. Provide new signage to indicate suggested guidelines for trail use
  - c. Continue to support snow removal and seek additional funds from outside sources
3. Continue to address ecological concerns including:
  - a. Monitor water quality in the Copeland Forest
  - b. Support citizen science activities in the Copeland Forest
  - c. Provide educational opportunities for members and users
  - d. Continue to remove garlic mustard to control its spread
  - e. Address other invasive species as needed
  - f. Provide input to Ducks Unlimited and the Ministry re the future of the dam
  - g. Monitor and provide input concerning urban development and water and wastewater planning.
  - h. Continue to provide species lists for various naturalist guilds
  - i. Participate in the Ontario Breeding Bird Atlas- 2021-2016 (Birds Canada)
  - j. Enhance linkages/communications between the Eco & Sus Committee and Trails committee. Assist with facilitative rejuvenation of the Trails

Committee where appropriate to ensure all significant trail development is ecologically sensitive.

- k. Review of the feasibility of the development of the management plan (pending CFFA discussion).

## A. Trails Plan

Over the last year, there has been a very significant increase in use of all trails in the Copeland Forest by all users. The trails are suffering as a consequence of the increased usage, with erosion caused by high traffic widening trails and breaking down the trail sides. As well, the increased usage has led to the creation of new trails that not only violate ministry permitted but also damage the ecology of the forest.

<u>Project</u>	<u>Action Plan</u>	<u>Timeline</u>
1. Assume stewardship of all the trails to balance competing uses and preserve the forest ecology	<ul style="list-style-type: none"> <li>- any building/modification to the trails will be reviewed and approved by the board</li> <li>- small signs will be posted at any work site showing the legitimacy of the work. Include a QR code for questions</li> </ul>	<ul style="list-style-type: none"> <li>- the Trails Committee will be re-established with trail and member of the committee with ecological expertise will be recruited</li> <li>- Trail segments needing work will be identified and action plans developed (including estimate costs for board approval as well as a general impact assessment of the proposed works).</li> </ul>
2. Address trail erosion of weak sections of trail	<ul style="list-style-type: none"> <li>- have volunteers work on sections that have been eroded or widened due to overuse</li> <li>- work with ecological &amp; sustainability committee to avoid any destruction of sensitive habitat</li> <li>- use only local material, unless boardwalks are required.</li> <li>- minimize impact on nearby soils.</li> <li>- keep a log of sections that have been repaired and evaluate the trail changes.</li> </ul>	<ul style="list-style-type: none"> <li>- bring forth a short list of 2021 projects</li> <li>- undertake necessary work and consultation</li> <li>- evaluate the work completed and prepare plan for next year.</li> </ul>
3. Suggest user group limits on some sections of trail	<ul style="list-style-type: none"> <li>- have signage placed at trail heads to suggest suitability of trails for specific uses</li> <li>- start with sensitive areas with</li> </ul>	<ul style="list-style-type: none"> <li>- begin in 2022</li> <li>- adjust trail selection based on a yearly board process and user</li> </ul>

	bench cuts, steep sections, and ecologically sensitive	group feedback
4. Closures/openings of severely damaged trails	<ul style="list-style-type: none"> <li>- when damage to a specific trail is deemed too much, the closure of a trail may be suggested.</li> <li>- once approved, the building a new more sustainable trail to replace the closure will take place before the old trail is closed to promote the replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- identify potential trail segments for closure or change</li> <li>- obtain user group input and board approval</li> <li>- evaluate effectiveness of closure.</li> </ul>
5. Develop communications plan to effectively reach out to user group	There may be situations where the Friends must reach out to a large number of people at one time (significant negative trail works, some sort of irregular storm that has made a trail unsafe...), this communication plan will be developed to ensure as many people as possible are aware of issues in a prompt, reliable fashion	Assistance required from Director of Communications

B. Infrastructure Work Plan

As a result of increased usage, the parking lots on Ingram Road have been full and spilling over onto the road. Parking has also increased significantly in the spring-fall season on the upper 5<sup>th</sup> Line N. With the increased usage, more pressure has been placed on safe parking, snow removal, and appropriate signage. There is an opportunity here to work with the Township of Oro-Medonte and the private sector to improve the infrastructure.

<b>Focus</b>	<b>Action Plan</b>	<b>Timeline</b>
1. Increase the amount of parking and ensure safer parking spaces	<ul style="list-style-type: none"> <li>- develop plan to expand and improve P1</li> <li>- improve P2 through grading and space optimization</li> <li>- develop lay-by/expand roadside parking for P4</li> <li>- direct users to P2 from P1 with new signage</li> </ul>	<ul style="list-style-type: none"> <li>- work with the Township of Oro Medonte, Georgian Paving and private contractors and suppliers</li> <li>- seek further grants and partnerships</li> </ul>
2. Provide more	- have signage placed at trail heads to suggest which	- ongoing, started with

appropriate signage to indicate suggested guidelines for trail use	users should access specific trails - start with sensitive areas with bench cuts, steep sections, and ecologically sensitive areas	more interactive signs at high traffic entrances
3. Continue to support snow removal and seek funds from outside sources	- current model is to have a pay per use plow done by a local business - This project is approx. 25% of the CFFA budget and outside funding will continue to be required.	- The Township and the Ganaraska Hiking Trail Association have been provided contributions in the past.

### C. Ecology and Sustainability Work Plan

Increasing use of the Copeland Forest and the impact of urban development is impacting the ecology of the Copeland Forest. The Ecology and Sustainability Committee (E&S) will work with the trails committee to assist with managing the trails, particularly with respect to trails project #2 to address trail erosion.

A continuing priority is to develop a baseline of data on the ecology in the Copeland Forest. Water testing will continue in 2021. As well, the Couchiching Conservancy will continue citizen science activities. Depending on public health restrictions, programs to educate members and users about ecology will be a priority.

Monitoring urban development proposals and the plans for water and wastewater will be a continuing concern.

The Garlic Mustard Project will be in its third year and will continue to pull garlic mustard to control its spread. Last year, plant growth was exceptional. However, volunteers responded to the challenge and all key areas were picked. A new team approach is in place for 2021 and work will begin in the spring.

Other continuing projects include the future of the DU Pond, wild parsnip on the trail to the DU Pond and participating in the Ontario Breeding Bird Atlas.

To complement the Ecological survey that was completed by Judith Jones, the Ecology and Sustainability Committee would like to investigate the development of an updated management plan. The last management plan for the forest was completed by the Ministry of Natural Resources in 1984 and a great deal has changed since this document was completed.

<b>Focus</b>	<b>Action Plan</b>	<b>Timeline</b>
1. Monitor water quality in the Copeland Forest (temp., pH, conductivity, oxygen, nitrate, phosphate, alkalinity, turbidity, E. coli, and chloride.	- Continue to monitor water quality once per month, March to November, at all seven sites. Other testing as required E. coli tests at sites 1 & 6 and chloride test at site 2.	Results from all 7 sites to be reported at the AGM. Reports sent to SSEA, NVCA, MNRF and the Couchiching Conservancy
2. Support citizen science activities in the Copeland Forest	- Support and promote citizen science activities in the Copeland Forest in conjunction with the Couchiching Conservancy.	Ongoing
3. Provide educational	- Pending Covid-19 restrictions, continue to	Ongoing

opportunities for users to learn about the ecology and nature	<p>support nature outings such as wildflower and forest/bird walks.</p> <ul style="list-style-type: none"> <li>- Provide species lists to members and the public on the web site to enhance learning opportunities of the forest.</li> </ul>	
4. Monitor urban development and water and wastewater planning	<ul style="list-style-type: none"> <li>- Monitor new development proposals.</li> <li>- Monitor water and wastewater proposals.</li> <li>- Work with the HVPOA.</li> </ul>	Comments provided on water and wastewater plans that directly impact the forest.
5. Continue to remove garlic mustard to control its spread in the Copeland Forest.	<ul style="list-style-type: none"> <li>- Designate 5 captains to coordinate teams in each priority area.</li> <li>- Assign volunteers to teams (teams will cover all trails in a specific area).</li> <li>- Evaluate spread and project results.</li> <li>- Determine the success of surrounding plants to colonize locations cleared of garlic mustard.</li> </ul>	<ul style="list-style-type: none"> <li>- March-April: recruit new volunteers</li> <li>- Late April-June: pull garlic mustard</li> <li>- Fall pull will be optional depending on volunteer interest</li> <li>- Review amount pulled and areas covered.</li> <li>- Sept-Oct: evaluate spring work and plan for next year</li> <li>- Create 1 to 2 small, sectioned-off plots, to be monitored over 4 years</li> </ul>
6. Address other invasive species, e.g., wild parsnip, dog strangling vine	<ul style="list-style-type: none"> <li>- Review options to control/remove wild parsnip near Ducks Unlimited (DU) pond.</li> </ul>	<ul style="list-style-type: none"> <li>- Wild parsnip has been cut back on the trail to the DU pond.</li> </ul>
7. Provide input to Ducks Unlimited and MNRF re. future of dam	<ul style="list-style-type: none"> <li>- Monitor water temperature, etc., downstream from dam</li> </ul>	Ongoing
8. Participate in the Ontario Breeding Bird Atlas	<ul style="list-style-type: none"> <li>- Conduct a 'highest level of breeding' population assessment of the birds within Copeland Forest</li> </ul>	2021-2026
9. Review of the feasibility of the development of the management plan	To be developed, funding secured, consultants/contractors secured...	2022-
10. Enhance linkages/communications between the E&S Committee and Trails Committee.	Assist with facilitative rejuvenation of the Trails Committee where appropriate to ensure all significant trail development is ecologically sensitive.	Ongoing





