

Important Information **for the** **2010 Tree Planting Season**

Trees Ontario Foundation has announced new tree planting incentive programs. The incentives, which offer significant subsidies per planted tree, will be offered on a first come first served basis for a limited allocation of trees.

The details of the programs are as follows:

The 50 Million Tree Program –

- Landowners are required to sign a 15 year agreement to basically not remove / intentionally harm the trees.
- The landowners cost will be a minimum of 15 cents per tree. **Should total the project costs exceed the maximum Trees Ontario subsidy the landowner is responsible for the extra costs.**
- The minimum requirement is a 5. ac “Block” planting.
- Windbreaks will qualify if connected to the original block planting.
- Only “normal” common species (i.e. no exotics) as suggested within Saugeen’s list.
- Vegetation control must be carried out whether it is by us or the landowner.
- The trees must be planted by an approved planting agency such as Saugeen Conservation.

The Full Service Program –(Not available in 2010)

- Landowners are required to sign a 15 year agreement to basically not remove / intentionally harm the trees.
- TOF will pay \$0.50 towards every tree. (Our Pine and Spruce cost \$0.50 so they basically buy the tree if it is a Pine or Spruce that gets planted.) Landowner is responsible for the costs over and above the Trees Ontario Subsidy.
- The minimum requirement is 2,000 trees and must be planted by us. (It’s actually about 1,500 trees but the Grey Bruce Forestry Service has a set minimum of 2,000).
- Only “normal” common species (i.e. no exotics) as suggested within Saugeen’s list.
- Windbreaks may qualify.
- Vegetation control must be carried out whether it is by us or the landowner.
- The trees must be planted by an approved planting agency such as Saugeen Conservation.

For additional details regarding this program, please read the information on the following pages. To apply for either of the above programs, landowners must use the attached **tree planting application form**.

50 MILLION TREE PROGRAM

The Owner of the Property, agrees to the following terms:

- 1) To contribute a minimum \$.15 per tree toward plantation establishment costs beyond any in-kind contribution they may make toward implementing the Site Plan(any costs in excess of the Trees Ontario subsidy (\$1.25) plus the landowner contribution (\$ 0.15) are the responsibility of the landowner), . **Any costs exceeding \$1.40 per tree (combined amount of the subsidy of \$1.25 and the landowner contribution of \$0.15 per tree) are the responsibility of the landowner or may be paid by other programs where available;**
- 2) At my expense, to protect the trees from fire, livestock, pests (e.g. mice, insects, disease), machinery damage, and excessive weed growth, to the best of my ability;
- 3) Not to cut, harvest, or otherwise remove the trees from the planted area for a minimum of 15 years after planting;
- 4) To allow the Planting Agency (PDA), Ministry of Natural Resources (MNR) or Trees Ontario Foundation (TOF) representatives entry onto the Property to conduct post-planting inspections and survival assessments. TOF and MNR will not enter any property or project area without permission of the landowner and accompaniment of the PDA.
- 5) Agree to the implementation of a Site Plan prepared by the Program Delivery Agent (PDA).
- 6) To have a sign posted on the Property by the PDA describing the Program;
- 7) The Owner, in applying for this program (herein referred to as the "Program"), hereby agrees to assure in advance of planting:
 - a) That the planting area is adequately fenced from livestock, and;
 - b) That the site is clear of movable debris to allow access for site preparation, planting and tending operations: These provisions will be done at the landowner's expense;
- 8) If the planting location is not fenced or cleared of debris, the PDA reserves the right to not proceed with the planting project and the project will be cancelled.
- 9) The PDA, MNR and TOF are not responsible for the failure of a tree or trees to become established, but will make all possible efforts to see that the project is properly designed and carried out.
- 10) To absolve the PDA, MNR and TOF, of any liability in connection with projects undertaken through the planting program on the Property;
- 11) To indemnify and save harmless the PDA, MNR and TOF from and against all costs, claims, demands, suits, actions, and judgments made, brought or recovered against the PDA, MNR and TOF resulting from or arising out of any alleged act or omission by the Owner, in connection with the services provide or purported to be provided pursuant to this Agreement;
- 12) In the event that the seedling stock is unavailable or the PDA is unable to deliver the Program, the planting will be cancelled and the Owner will receive a full refund of the funds paid by the Owner to the PDA.
- 13) In the event that the Owner sells the Property, all obligations of the Owner under this agreement will cease.

FULL SERVICE PROGRAM

The Owner of the above-mentioned Property, agree to the following terms:

- 1) To protect the trees from fire, livestock, pests (e.g. mice, insects), machinery, excessive weed growth, and disease to the best of my ability;
- 2) Not to cut, harvest, or otherwise remove the trees from the planted area for a minimum of 15 years after planting;
- 3) If access to the Property is required by the Planting Agency (PA) or Trees Ontario Foundation (TOF) representatives, the PA will contact the landowner and give reasonable notice prior to conducting any assessment or other activity;
- 4) To have a sign posted on the Property by the PA describing the Program;
- 5) The Owner, in applying for this program (herein referred to as the "Program"), hereby agrees to assure in advance of planting:
 - a. that the planting area is adequately fenced from livestock, and;
 - b. that the site is clear of movable debris to allow access for the planting crew.These provisions will be done at the landowner's expense;
- 6) If the planting location (as per Appendix A) is not fenced or cleared of debris, the PA reserves the right not to proceed with the activities described in Appendix A;
- 7) The PA and TOF are not responsible for the failure of a tree or trees to become established, but will make all possible efforts to see that the project is properly designed and carried out;
- 8) To absolve the PA and TOF, of any liability in connection with projects undertaken through the planting program on the Property;
- 9) To indemnify and save harmless the PA and TOF from and against all costs, claims, demands, suits, actions, and judgments made, brought or recovered against the PA and TOF resulting from or arising out of any alleged act or omission by the Owner, in connection with the services provide or purported to be provided pursuant to this Agreement;
- 10) In the event that the seedling stock is unavailable or the PA is unable to deliver the Program, the planting will be cancelled and the Owner will receive a full refund of the funds paid by the Owner to the PA;
- 11) Pending final approval, the (Insert name of program (may include multiple funding agencies)) Program will cover a portion of the project cost, as listed in Appendix B. If funds become unavailable, the Owner can proceed with:
 - i. the planting at full rate
 - ii. reduced planting
 - iii. cancellation of the planting and full refund of any deposit
- 12) This Agreement is a matter of contract between the PA and _____ (insert name of Owner) and is not binding on subsequent owners;
- 13) If the event that the Owner sells the Property, all obligations of the Owner under this agreement will cease.