

Rob Roy Management Area - Compartment 85 Sawlog and Fuelwood Tender – GSC-23-02

Location: Lot 28, Concession 14
Municipality of Grey Highlands (formerly Osprey Township)
Grey County
Marked Area: 90 acres
Trees are marked with Orange paint

Summary:

Tree Species	Trees Marked	Average Diameter (inches)	Volume
Hard Maple	181	15 inches	19,338 fbm
Black Cherry	27	16 inches	3,269 fbm
Total Sawlogs	208		22,607 fbm
Fuelwood	1,015	11 inches	211 cords

Volumes are estimated as gross merchantable and are not guaranteed.

Conditions:

Agreement shall run from February 22, 2023 until March 31, 2024

OPERATION MUST BE PAID FOR IN FULL PRIOR TO CUTTING.

No harvesting between April 1st and July 31st.

Highest or any tender not necessarily accepted.

See map on reverse for directions to the property.

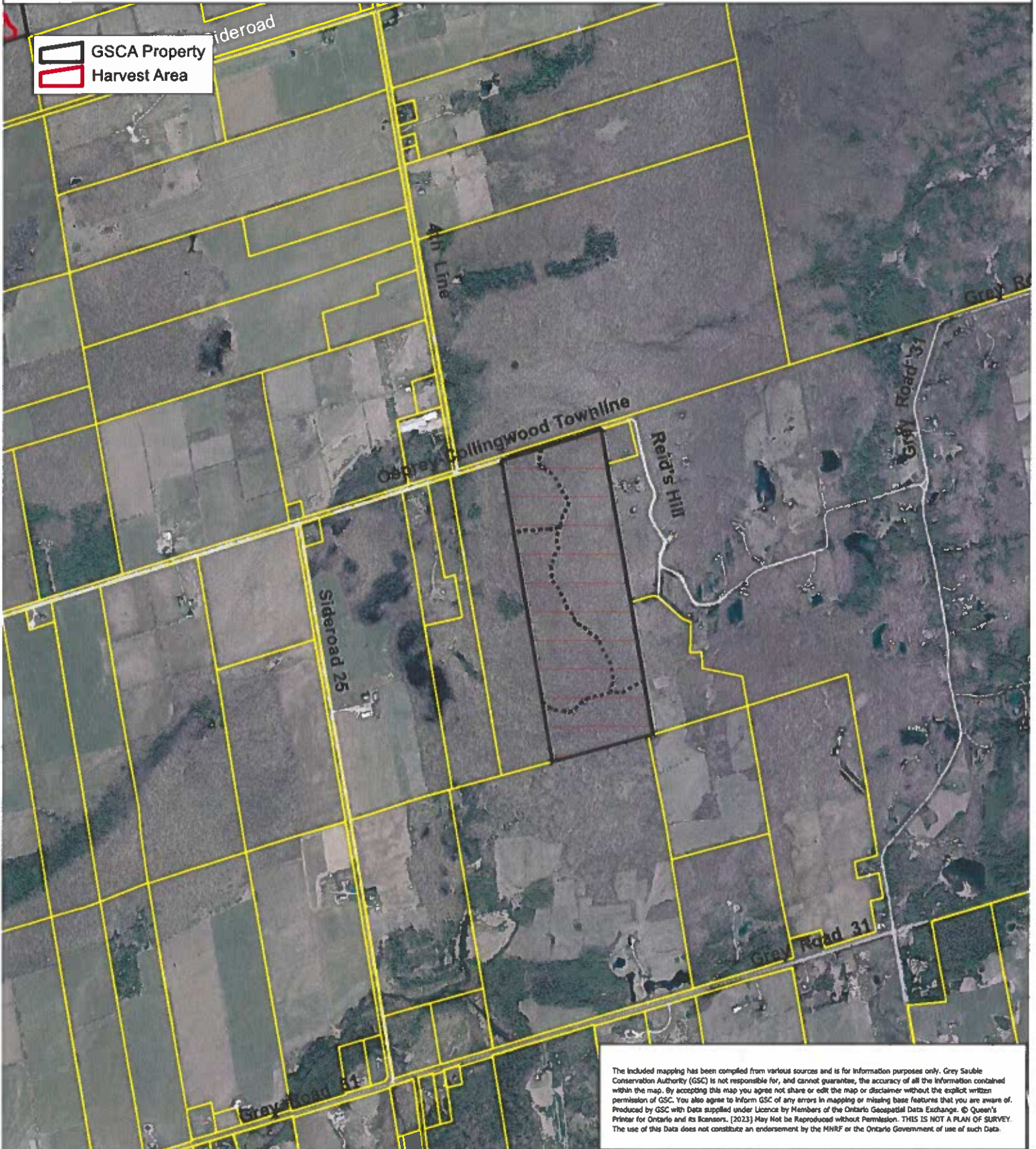
Contact: Cam Bennett at 519-270-9905

Tender Closing Date: Tuesday February 21 at 4:00 PM

Member Municipalities

Municipality of Arran-Elderslie, Town of the Blue Mountains, Township of Chatsworth, Township of Georgian Bluffs, Municipality of Grey Highlands, Municipality of Meaford, City of Owen Sound, Town of South Bruce Peninsula

Grey Sauble Conservation Authority
Rob Roy Management Area - Compartment 85
Lot 28, Concession 14
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Grey County



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GENERAL TERMS AND CONDITIONS
AGREEMENT FOR SALE OF WOOD PRODUCTS

1. No forest products shall be removed until the full Agreement price has been paid, unless otherwise agreed to by the Authority.
2. The purchaser agrees to notify the Grey Sauble Conservation Authority, at the contact office and telephone number shown on this Agreement, at least 24 hours before commencing any operations on the property as described in the Agreement and outlined on the attached map.
3. The purchaser agrees to obtain, at his/her own expense, all permits from public authorities which may be required in connection with the performance of this Agreement and to comply with all municipal, provincial, federal and other laws, statutes, ordinances and requirements in regard to the same.
4. The purchaser unequivocally acknowledges that he is the employer within the meaning of the Occupational Health and Safety Act and amendments thereto, and as such;
Purchaser shall be responsible to:
 - a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
 - b) Ensure that workers in their employ are qualified in cutter/skidder operator competency-based training standards, workplace specific WHMIS training and wear appropriate personal protective equipment as required by the Ministry of Labour.
 - c) Upon request at any time from tender award to completion of timber cutting, submit proof of fulfillment of above responsibilities.
5. The Purchaser, if a contractor **with** WSIB (Workplace Safety and Insurance Board), accounts shall have and provide a WSIB Clearance Certificate. The Purchase if a contractor **without** WSIB (Workplace Safety and Insurance Board) accounts shall provide proof of independent Operator status from WSIB. The Purchaser shall submit with the tender document a current copy of their WSIB accident frequency rate.
6. Forest workers shall be familiar with their responsibilities under the Forest Fires Prevention Act. Forest workers shall have the appropriate fire suppression equipment at the work site and shall be trained in using such equipment. In the event of a fire, the purchaser will immediately notify the local fire department (911), and the Authority, and will endeavour to control and extinguish the fire. The purchaser shall be responsible for any costs associated with fire suppression by the attending fire department(s).
7. At the discretion of the Municipality and/or County the purchaser may be required to provide a performance bond to the Municipality and/or County as a guarantee against any damages to roads, bridges, culverts, etc. on Municipality and/or County property.
8. At the end of the operating period shown in the Agreement, all operations must cease and all uncut timber, cut and/or piled wood will revert back to the Grey Sauble Conservation Authority and may be resold. **Refunds will not be granted.**
9. Only trees marked by Authority staff for harvesting are to be cut. Trees to be harvested are marked with designated paint colour. All marked trees must be cut down.
10. Trees are to be cut so that the stump heights are not over 30 cm, except that a stump height may not be greater than its diameter and not over 60 cm. The butt mark is to remain.
11. The purchaser shall carry out operations in a manner that minimizes damage to unmarked trees, roads, landings, trails, fences, etc. and the purchaser shall repair all damage caused by the operation. If the purchaser fails to complete repairs, the Grey Sauble Conservation Authority may have the work completed at the Purchaser's expense.
12. The purchaser shall ensure all roads, trails and watercourses are kept free of logging debris, and trails/roads shall be passable at all times. Logs are not to be placed on road allowances.
13. The purchaser agrees to cease all operations from April 1st to July 31st and all other wet periods throughout the year to avoid damage to residual trees and prevent severe rutting. **There is to be no skidding through watercourses.** The location of crossings is to be approved by Grey Sauble Conservation Authority staff.
14. No garbage or litter may accumulate or be left on the property. The purchaser will be responsible for disposal of all garbage.
15. The property in all wood products felled under this agreement shall vest in the purchaser and will be at the risk of the purchaser, and he/she is responsible for all infractions occurring on the Agreement area.
16. The Grey Sauble Conservation Authority may order work to cease if any conditions of this Agreement are violated; the Agreement may be terminated, and the purchaser may be ineligible for another Agreement for a designated period of time.
17. The Agreement may be assigned to a third party only at the discretion of and with the written permission of the Authority.
18. The purchaser shall pay as liquidated damages, a sum of up to \$1,000.00 per tree for each unmarked tree which is cut down, destroyed, or damaged by the operator or his employee. **Damage to the residual growing stock will not be tolerated.**
19. The purchaser agrees to keep in force during the entire term of the Agreement a comprehensive general liability and property insurance policy or policies with a limit of at least \$2,000,000.00 for each occurrence that protects Grey Sauble Conservation Authority and the purchaser against any claim arising out of any act or omission of the purchaser, any employee of the purchaser, or any of them, in the performance or intended performance of this Agreement. A certificate of insurance naming Grey Sauble Conservation Authority as an additional insured and indicating that the purchaser has adequate insurance for his equipment, as well as the liability insurance described above must be provided before work can commence.
20. The purchaser agrees to fully indemnify and save harmless the Grey Sauble Conservation Authority and its employees from and against all claims, demands, judgments, loss, costs, damages, and expenses which at any time or times the Authority or its employees may bear, sustain, incur, receive, be put to for reason of or on account of any act or omission of the purchaser or the employee of the purchaser of any of them.
21. The purchaser agrees to any and all Special Terms and Conditions described in the attached Agreement for Sale of Wood Products.
22. Any extensions to the contract must be requested in writing and may or may not be granted at the sole discretion of the Grey Sauble Conservation Authority's Board of Directors.