

## GRANT AGREEMENT

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

### BETWEEN

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**  
(the “City”)

AND

**SENTIER RÉCRÉATIF PRESCOTT-RUSSELL RECREATIONAL TRAIL INC.**  
(the “Grantee”)

WHEREAS the Grantee is a non-profit organization formed to hold the title to and manage the land comprising the Prescott Russell Recreational Trail (the “Trail”) a part of which is located in the City of Clarence-Rockland;

AND WHEREAS the Grantee’s mission is to promote physical activity to residents, to organize activities that promote walking, snowmobiling and cycling, to contribute to the economic development of municipalities and workers, and to foster the feeling of belonging for citizens to their region;

AND WHEREAS section 107 of the *Municipal Act*, 2001, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms as to security and otherwise as council considers appropriate, to any person, group or body, within or outside the boundaries of the municipality for any purpose that council considers to be in the interest of the municipality;

AND WHEREAS the Grantee has requested the City to make ongoing annual grants to it in connection with its costs to manage and operate the Trail;

AND WHEREAS the Council of the City of Clarence-Rockland, adopted By-law No. 2024-54 authorizing that grants be made to the Grantee *upon such terms and conditions set out in the clause and as are more particularly described in this Agreement*;

IN CONSIDERATION of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Until such time as this Agreement is terminated as set out below, the City agrees to provide the Grantee with an annual grant in an amount not less than the then current final annual property tax amount for those parts of the Trail located in the City of Clarence-Rockland.
2. The Grantee covenants and agrees to apply such grants solely to its costs to manage and operate the Trail.
3. This Agreement shall terminate on the earlier of:

- a. The date the Grantee ceases managing the Trail;
  - b. The date the Grantee ceases to qualify as a not-for-profit corporation under the applicable Provincial or Federal corporate law or is discontinued or dissolved pursuant to any such law;
  - c. The date the Grantee ceases to qualify as a non-profit organization under the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.);
  - d. The bankruptcy or insolvency of the Grantee; and
  - e. The date that is 21 years from the date first written above.
4. The City shall not be liable to the Grantee or any other party in relation to the grant or services provided by the Grantee and the parties agree that the Grantee shall not be deemed an agent of the City for any purpose under this Agreement. The Grantee agrees that it will, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the City, its successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the City and against all loss, liability, judgments, claims, costs, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of any grant given to the Grantee under this Agreement.
  5. The Grantee acknowledges that as a grant recipient as defined in section 223.1 of the *Municipal Act, 2001, S.O. 2001, c. 25* it is subject to audit as more particularly set out in sections 223.19 to 223.24 of the said *Municipal Act*. If the City has not appointed an Auditor General, the Grantee agrees to such audit powers being carried out by the City's Treasurer.
  6. The Grantee further acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, and that any information provided to the City in connection with this Agreement is subject to disclosure in accordance with that Act.
  7. Notices required or contemplated by this Agreement may be given to or delivered by the parties or their respective solicitor's on their behalf. Any such notices shall be deemed to have been received on the day and at the time of delivery if delivered by hand, email or fax on a business day to the last known address, email or fax number of the party to whom such is being given (current contact information being as set out on Schedule B), or on the next business day if not delivered on a business day. A business day is any day that is not a Saturday, Sunday or statutory holiday.
  8. This Agreement shall enure to the benefit of and be binding upon the Grantee, its successors and permitted assigns. The Grantee shall not assign or in any way transfer this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the City, which consent may be unreasonably withheld or delayed. This Agreement shall enure to the benefit of the City, its successors and assigns. This Agreement shall not be automatically binding on the successors of the City should the City cease to exist in its current form through amalgamation with another

municipality or otherwise. The Grantee will need to submit a new grant request to the council of any such successor municipal government.

9. The execution of this Agreement may be communicated by way of facsimile, email or other electronic transmission, and receipt of such transmission by the addressees shall be deemed to be good, sufficient and fully effectual as if an original executed copy of this Agreement has been delivered. The parties hereto specifically consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 200 c. 17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
10. This Agreement shall constitute the entire agreement between the parties with respect to the subject-matter hereof.
11. This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract. Words importing the singular include the plural and vice versa. Words importing gender include all genders.

[Signatures appear on the following page]

IN WITNESS WHEREOF the parties have executed this Agreement under their respective corporate seals or authority as of the date first written above.

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

Per:

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Name:

Title:

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Name:

Title:

We have authority to bind the Corporation.

**SENTIER RÉCRÉATIF PRESCOTT-RUSSELL RECREATIONAL TRAIL INC.**

Per:

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Name:

Title:

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Name:

Title:

We have authority to bind the Corporation.

**SCHEDULE "B"**

**NOTICE INFORMATION**

City:

**The Corporation of the City of Clarence-Rockland**

1560 rue Laurier Street, Rockland, ON, K4K 1P7

Attention: Treasurer

Phone: (613) 446-6022

Email:

Grantee:

**Sentier Récréatif Prescott-Russell Recreational Trail Inc.**

584 Ch De Compté 9, Plantagenet, ON, K0B 1L0

Attention: Eric Collard and Michel Villeneuve

Phone : (613)488-3077

Email : Eric Collard <sentieriatrail@gmail.com>; Michel Villeneuve <vergersvilleneuve@hotmail.com>