The Corporation of the Township of North Frontenac

By-law # 2025-19

Being a By-law to Authorize the Mayor and the Clerk to Sign an Agreement with Ottawa Valley ATV Club (OVATVC) to Honour the OVATVC Trail Pass for use of Crown Roads included in the Township Land Use Permit for the 2025 Season

Now Therefore the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and the Clerk are authorized to sign the Agreement with Ottawa Valley ATV Club (OVATV) Trail Pass for use of Crown Roads included in the Townships Land Use Permit for the 2025 season and that said Agreement shall be attached heretofore as Schedule A;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed;

And That this By-law shall come into force and take effect on the date of final passing.

Read a first and second time **April 4, 2025.**

Read a third time and finally passed this **April 4, 2025.**

_____

Gerry Lichty, Mayor

_____

Tara Mieske, Clerk

Docusign Envelope ID: 9D7A102E-C1CE-4DF7-9D08-94F13386A33A

6648 Road 506, Plevna, Ontario K0H 2M0
Tel: (613) 479-2231 or 1-800-234-3953, Fax: (613) 479-2352
https://www.northfrontenac.com

This Agreement is made the 4th Day of April, 2025

Between:

The Corporation of the Township of North Frontenac

hereinafter called the "Township"
OF THE FIRST PART

and –

Ottawa Valley ATV Club

hereinafter called the "OVATVC"
OF THE SECOND PART

Whereas the Township, through its Crown Land Stewardship Program offers for sale Road Permits for use of specified Crown Roads in North Frontenac, in accordance with a Land Use Permit (LUP) with the Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF);

And Whereas the Township agrees to honour the Ontario Federation of ATV's (OFATV's) Trail Pass for use of these Crown Roads throughout the 2025 season;

And Whereas the OVATVC agrees to provide the Township a 2025 contribution of $6,500;

And Whereas the OVATVC agrees that no signage will be permitted to be installed on the Crown Roads within the North Frontenac Parklands in 2025;

And Whereas the OVATVC agrees to provide the Township with proof of insurance and all other required documentation;

Now this Agreement witnesseth that in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

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1. The Township shall honour the OFATVs 2025 Trail Pass for use of the Crown Roads within the North Frontenac Parklands, as reflected in the Township's 2025 LUP with the MNDMNRF, throughout the 2025 season.

2. The term of this Agreement shall be from April 1, 2025 – November 15, 2025.

3. The OVATVC shall pay the Township $6,500 prior to April 30, 2025.

4. The OVATVC covenants and agrees with the Township that it shall not post any signs of any type on any Crown Roads within the North Frontenac Parklands within 2025.

5. The OVATVC shall maintain in force at all times during the term of this Licence, at the Licensee's expense and in the names of the Licensee and the Municipality, coverage for legal liability for bodily injury, death or property damage in an amount of not less than five million dollars, and to provide the Municipality with proof of such insurance upon entering into the Agreement.

6. The OVATVC shall indemnify the Township and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses (including, without limitation, legal fees) in connection with loss of life, personal injury and/or damage to or loss of property: (a) to the extent caused by any negligent act or omission of the OVATVC or anyone for whom it is responsible at law; or (b) arising from any breach by the OVATVC of any provisions of this Contract. The foregoing indemnity shall survive the termination of this Contract notwithstanding any provision to the contrary.

7. This Agreement may be cancelled at any time by either party with thirty (30) days written notice.

8. Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be given:

   To the OVATVC:
   Ottawa Valley All-Terrian Vehicle Club (OVATVC)
   P.O. Box 14, Stn Main,
   Renfrew, ON K7V 4A2

   To the Township of North Frontenac:
   The Corporation of the Township of North Frontenac
   Attention: Chief Administrative Officer
   6648 Road 506
   Plevna, Ontario K0H 2M0

This Agreement sets out all of the terms and conditions that have been agreed to between the Township and the OVATVC, and supersedes any previous agreements, verbal or written, that may otherwise exist between them concerning the subject matter of this Agreement.

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9. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent may be unreasonably withheld.

10. This Agreement shall be binding on and ensure to the benefit of the parties and their respective personal representatives, successors and assigns.

In Witness whereof the Parties have signed this Agreement as at the date first set out above.

The Corporation of the

Township of North Frontenac

_____

Gerry Lichty, Mayor

_____

Tara Mieske, Clerk

We have the authority to bind the corporation

Ottawa Valley ATV Club

Signature: Signed by: 0D980DF4ECFE4CF...

Name & Title: Jon Wilson, President & Trails Manager

I have the authority to bind the corporation.