

Trans Canada Trail

Contribution Agreement

Project Code: 106696

Contribution Agreement

Name of Organization: City of Fredericton (the “Recipient”)

Organization Representative: Pam Goodfellow

Project Name: City of Fredericton, Trail Lighting (Phase 1) (the “Project”)

Province: New Brunswick

Project Code: 106696

TCT Representative: Mathieu Roy

SUMMARY

1. This project is being funded in part, by Trans Canada Trail (“TCT”), under the Trail Funding Program - Infrastructure and Major Repairs stream, (TFP).
2. TCT will fund 13.55% of actual eligible expenditures for the Project, up to the maximum contribution amount set out below.
3. The maximum contribution amount from TCT to the Recipient, to be put towards the completion of this Project, is \$30,000.00.
4. The term of this contribution agreement (“this Agreement”) commences from the date of signature by TCT to 2024/12/31, unless extended by TCT, in writing to the Recipient.
5. The **Scope of the Project** (including the purpose of the contribution, a brief summary of the Project, the eligible costs, Project schedule, Project budget, and expected results) is set out in **Appendix A**.
6. The **Scope of the Project** will not change without advance written approval from TCT.
7. The **Appendices** to this Agreement form part of this Agreement.

Trans Canada Trail

Contribution Agreement

Project Code: 106696

DEFINITIONS

TCT - Is the organization managing The Trans Canada Trail network.

The Trans Canada Trail Network - consists of more than 28,000 kilometres of multi-use trails, linking Canada and Canadians.

Trail Operator - Is the individual, entity, trail organization or government organization that is leading the planning, design, construction, maintenance, trail experience and general operation of a Trail Section.

Trail Section - is a defined type of infrastructure that is designed and used to enable one or more trail-based recreation activities. To be recognized as a trail, the infrastructure must meet the following criteria:

- Be approved by the public and/or private land manager
- Be mapped
- Marked with proper signage, and
- Be actively managed and maintained by a trail operator, or combination of operators, that has accepted the responsibility for the management and maintenance of the trail and associated infrastructure.
- For this Agreement, Trail Section refers to those operated by the Trail Operator.

Trail Code - TCT number of reference to identify the trail section.

THE RECIPIENT AND THE TRAIL OPERATOR ACKNOWLEDGE AND CONFIRM:

- (1) That before signing this Agreement, they concluded an agreement to clearly identify their roles and responsibilities in regard to this Project and the operation of the trail.
- (2) That, by submitting this project, they have read, understood and agreed to the latest guidelines related to the TFP program (including stream guidelines) which are incorporated by reference into this Agreement.
- (3) That, the Project is located on the Trans Canada Trail network, on a local trail system defined as a **TRAILS AND PATHWAYS** and **GREENWAY**, with permitted activities on this section established by TCT's trail definitions and types at the time of the Project being submitted to TCT.
- (4) That:
 - A maintenance plan has been/will be implemented
 - Safety rules and trail etiquette are clearly set out in trail signage to users, and are enforced by local law enforcement or trail wardens.
 - Trail conditions are suitable for cyclists, paddlers or walkers/hikers to enjoy the best possible experience on the Trail.

Trans Canada Trail

Contribution Agreement

Project Code: 106696

- (5) That, the Trail is only being used for lawfully permitted activities, and as otherwise permitted by the major category and primary type under which the Trail section was built and registered with TCT - defined above in point (2). Prior to any change in the major category and primary type of a registered Trail section, the Recipient must first notify TCT and receive written advance approval for the proposed change. In the event of non-compliance with this provision, TCT may, at any time, require reimbursement by the Recipient for any contribution that has been provided by TCT. Within 14 days of any such reimbursement request sent to the Recipient by TCT, the Recipient will reimburse TCT the full amount of the request, up to the total amount indicated in the signed contribution agreement.
- (6) That, as Recipient, they have the full authority and permission from all the landowners, trail operators and trail managers to sign this Agreement, and conduct and manage the Project.

THE RECIPIENT AND THE TRAIL OPERATOR AGREE TO:

- (1) Complete each stage of the Project, as well as the entire Project, on time, as set out in **Appendix A**.
- (2) Comply with the requirements set out in **Appendix B**.
- (3) Comply with TCT's [acknowledgement guidelines](#).
- (4) Comply with TCT's signage guidelines with regards to wayfinders and other signage, for the area covered by the project. Contact project@tctrail.ca if a wayfinding project is being planned.
- (5) Post the following phrase on trailheads and signs of significance (rules of trail, etc.):

Recreational Trail | Sentier Récréatif
Use at Own Risk | À utiliser à vos propres risques
- (6) Comply with the reporting schedule set out in this Agreement.
- (7) Comply with all applicable federal, provincial/territorial and local legislation, bylaws, codes, regulations, and current best practices in relation to the Project and the area covered by the Project, including but not limited to these in relation to construction, health and safety, accessibility and environmental practices.
- (8) Obtain all approvals and permits required for the Project and local trail system.
- (9) Take full responsibility for the ownership, maintenance and repair of the Trail, infrastructure and signage, for the area covered by the Project, subject to this Agreement.
- (10) Take full responsibility when defining a Trail section as being accessible or universally accessible. Where a trail is defined as accessible or universally accessible, ensure an accessible or universally accessible standard is maintained, with appropriate signage, whenever the trail and all related infrastructure is open to users.
- (11) Comply with and respect TCT's guidelines and policies. The Recipient should contact its TCT representative to obtain the latest version of TCT's guidelines and policies.

Trans Canada Trail

Contribution Agreement

Project Code: 106696

- (12) Consent to the publication by TCT of any and all information related to the Project, including but not limited to, the amount and details of TCT's financial contribution, the name of the Recipient organization, the Project description and any other related information.

REPORTING AND PAYMENT CONDITIONS

- (1) The Recipient must use TCT's [online template](#) to deliver all written progress reports for the Project to TCT in accordance with this Agreement, including Appendix A. Progress reports must include the following information:

- Confirmation that each aspect of the Scope of the Project has not changed (an explanation, as well as advance approval from TCT, is required for any changes);
- The previous month's expenses and total cost to date;
- Any other information or documentation required by this Agreement;
- Supporting documentation for any expenses incurred for the Project, as required by TCT, in its sole discretion.

- (2) The Recipient must use TCT's [online template](#) to deliver a final report for the Project to TCT within 30 days of the substantial completion of the Project. The final report must include the following information:

- Pictures (before and after the Project);
- Proof of insurance, with TCT identified as one of the insured entities;
- Signage report, including final GIS locations and trail alignment;
- Description of how TCT's contribution has been or will be recognized;
- The previous month's expenses and total costs to date;
- Matching funds sources;
- In the case of a study, the final design, report or any other documentation produced during the study;
- Any other information or documentation required by this Agreement
- Maintenance plan;
- Supporting documentation, as required by TCT, in its sole discretion.

- (3) If TCT does not receive progress reports, or a final report, in accordance with this Agreement, it may withhold payments until the reports are received and determined by TCT to be in accordance with this Agreement. Aside from all other available remedies, TCT may terminate this Agreement if any such report, otherwise in accordance with this Agreement, is not received by TCT within sixty (60) days of the date on which the report was due.

- (4) In addition to the scheduled reports, TCT, in its sole discretion, may require the Recipient to submit additional reports, verbally or in writing, on such timing as required by TCT.

- (5) During the term of this Agreement, the Recipient must demonstrate that it is overseeing the Project in accordance with this Agreement, including but not limited to, the Scope of the Project, and that it has the ability to complete the Project in accordance with this Agreement. The Recipient may be

Trans Canada Trail

Contribution Agreement

Project Code: 106696

subject to work inspections and validation of financial data by TCT, in its sole discretion, which must be kept up to date throughout the Project.

- (6) The Recipient must maintain all records associated with the Project, and retain them for at least six (6) years after the expiry of this Agreement. If requested by TCT, the Recipient will provide any requested records, including pay stubs, to TCT for inspection, verification or copying, and must allow access to work sites for inspection. Staff, volunteers or subcontractors involved in the Project must be made available to TCT for interview purposes as required by TCT in its sole discretion.
- (7) The Recipient may be asked to participate in an evaluation or audit of the Project or contribution under this Agreement. In such case, the Recipient will make available any records required for such evaluations or audits.

PAYMENTS

- (1) Each payment will be made within 90 days of the signing of the contribution agreement and/or approval of a project report by Trans Canada Trail. Payments will be made according to the schedule in Appendix A.
- (2) The total contribution will be based on the actual approved Project expenditures up to the maximum contribution amount set out in this Agreement. The total contribution amount may be lower than originally specified, as set out in this Agreement, including if the eligible expenses incurred by the Recipient are less than those detailed in the Scope of the Project.
- (3) Spending on the Project by the Recipient must be within the agreed upon budget allocation included in the Scope of the Project (Appendix A). The Recipient must report any budget reallocation within the budget categories in the next progress report, as well as in the final report.
- (4) Any unspent funds must be returned to TCT, unless TCT has provided the Recipient with prior written approval for such funds to be spent on other items or activities that are consistent with the Project's purpose, in TCT's sole discretion.
- (5) All payments under this Agreement are conditional upon TCT receiving sufficient funding from its funding sources. The Recipient understands and agrees that if TCT determines, in its sole discretion, that it does not have sufficient funding for the amounts payable to the Recipient under this Agreement, TCT may reduce the payments or terminate this Agreement, without any further obligation or liability by TCT. In such case, the Recipient will have no recourse or rights against TCT.

DEFAULTS

- (1) Each of the following actions constitutes a default under this Agreement:
 - Any named default in this Agreement;
 - False statements to TCT by the Recipient;
 - Failure of the Recipient to meet any term condition, requirement or obligation contained in this Agreement;

Trans Canada Trail

Contribution Agreement

Project Code: 106696

- TCT determines, in its sole discretion, that the Recipient will be unable to complete the Project in an acceptable manner or otherwise in accordance with this Agreement.
- (2) TCT will deliver notice to the Recipient and the Trail Operator, in writing, of any such defaults (the “Default Notice”). The Recipient will be required to comply with the conditions set out in the Default Notice. Upon receipt of the Default Notice, the Recipient will have 30 days to remedy the default. If the Recipient does not remedy the default, or otherwise comply with the Default Notice to TCT’s satisfaction, in its sole discretion, TCT may:
- Suspend or terminate this Agreement, including any payments required under this Agreement;
 - Suspend or terminate any other agreements between the Recipient and/or the Trail Operator and TCT, including any payments required under those agreements;
 - Refuse to support any future projects of the Recipient;
 - Recover some or all of TCT’s contribution for the Project;
 - Remove Trans Canada Trail designation from any area associated with the Recipient and/or the Trail Operator;
 - Take any other action or remedy permitted under this Agreement or at law.
- (3) The failure by TCT to take any action in response to a default under this Agreement does not constitute a waiver of TCT’s right to take future action with respect to said default.

CLAIMS, TRANSFER, TERMINATION AND RECOURSE

- (1) The Recipient and/or the Trail Operator will not make any claim against TCT for any delay or deficiency in the completion of the Project, nor for any inaccuracies in information provided to the Recipient and/or the Trail Operator under this Agreement or otherwise.
- (2) The Recipient and/or the Trail Operator shall release, indemnify and hold harmless TCT and its directors, officers, employees, agents, assigns and representatives from and against any and all costs, claims, demands, expenses, actions, and causes of action (the “Claims”), howsoever caused, which arise out of, relate to, or result from the Project, including but not limited to, TCT’s contribution under this Agreement, including but not limited to any Claims for damage to property or injury to persons (including death). TCT also holds this indemnity in trust for parties who are not signatories to this Agreement.
- (3) TCT is not liable for any borrowings, leases or other obligations that the Recipient and/or the Trail Operator may have incurred with respect to any obligations or expenses towards which contribution under this Agreement is made.

Trans Canada Trail

Contribution Agreement

Project Code: 106696

- (4) In addition to any other available remedies, this Agreement may be terminated immediately by TCT if the Recipient and/or Trail Operator ceases operations, liquidates its business, is placed in receivership, becomes insolvent or declares bankruptcy.
- (5) In the event of a dispute arising from or in connection with this Agreement, the parties agree to engage in good faith discussions for 30 days, or such further period as may be agreed by the parties in writing, in an attempt to resolve the dispute. If the dispute is not resolved within the aforesaid period, either party may refer the matter to an arbitration.
- (6) This Agreement is not transferable by the Recipient and/or the Trail Operator.
- (7) This Agreement shall be governed solely by the laws of Ontario.

AUTHORIZED SIGNATURES

The undersigned hereby certify the following:

- I am duly authorized to bind our organization;
- The information included in this Agreement, including in the appendices, is accurate.

Kate Rogers, Mayor

Name of Recipient Signing Authority

Name of TCT Signing Authority

Signature (Recipient)

Signature (TCT)

March __, 2024

Date Signed

Jennifer Lawson, City Clerk

Name of Recipient Signing Authority

Signature (Recipient)

March __, 2024

If different than the Recipient:

Name of Trail Operator Signing Authority

Signature (Operator)

Date Signed

Trans Canada Trail

Contribution Agreement

Project Code: 106696

APPENDIX A — SCOPE OF PROJECT

Information	
Project Name	City of Fredericton, Trail Lighting (Phase 1)
Total Cost (budget)	\$221,350.00
TCT max Contribution	\$30,000.00
% of total cost (contribution)	13.55%
Schedule	
Start date	2024/01/01
Completion date	2024/11/30
Expiration date	2024/12/31

Project Deliverables

Deliverable	Due Date
Contribution Agreement	2024/05/01
Progress Report 1	2024/09/20
Final Report	2024/12/20

Payment schedule

Deliverable	% of the contribution
Contribution Agreement	25% of 100%
Progress report (50% completion stage)	50% of 100%
Final Report	25% of 100%

Description

This project will install approximately 20 lights along a trail joining the University to downtown core amenities. This lighting will enhance trail safety and increase nocturnal use.

Trans Canada Trail

Contribution Agreement

Project Code: 106696

APPENDIX B — Promotion and Recognition

Appendix B is provided to ensure that TCT (national) and the Recipient (local) benefit as much as possible from the unique and valuable relationship we share.

TCT recognizes that the Recipient commonly engages in a variety of fundraising activities, in addition to receiving financial support from TCT.

The Recipient recognizes that TCT also fundraises for local Trail projects in their provincial/territorial jurisdiction, in addition to providing fundraising advice and limited support to recipients requiring assistance.

Guiding Principles

Collaboration: TCT and the Recipient recognize their shared responsibility to collaborate on achieving their goals and priorities, and are committed to a multi-sector approach.

Stewardship: The Recipient recognizes that donors have entrusted TCT to invest their support in order to ensure the greatest impact. The Recipient will work with TCT to meet their commitment to donors.

This appendix is a commitment by the Recipient to TCT. The contribution provided through this agreement has been supplied, in part, through donations to Trans Canada Trail and TCT is committed to recognizing these donors for their support.

Trans Canada Trail agrees to:

- (1) Give a contribution to the Recipient for the completion of the Project, as set out in this Agreement.
- (2) At its sole discretion, promote trail sections, funded programs and initiatives within the Province/Territory through a variety of channels, including but not limited to: TCT's website, social media channels, as well as campaign and promotional materials.
- (3) When feasible, consult and provide guidance with respect to fundraising upon request in order to, among other things, reduce donor confusion.
- (4) Ensure regular and timely communications with the Recipient on any matter that may affect their relationship with TCT or the terms of this Agreement.

The Recipient and Trail Operator agree to:

- (1) Follow the acknowledgement requirement – [See TCT's acknowledgement guidelines](#).
- (2) Prepare or collaborate, as required, on the development of an event to acknowledge the Project (i.e. announcement of contribution, trail opening, etc.) and provide a speaking opportunity for a TCT representative.
- (3) Portray Trans Canada Trail positively in all verbal and written communication to the public.
- (4) Protect TCT's brand identity by following brand and logo usage guidelines.

Trans Canada Trail

Contribution Agreement

Project Code: 106696

- (5)** Display signage that is provided, recognizing Trans Canada Trail as a funder. This signage should be placed in a high-traffic area or at the construction site.
- (6)** Collaborate with TCT throughout the term of this Agreement to support marketing and content materials such as blogs, newsletters and other engagement programs that help to demonstrate our work together in the Province/Territory.
- (7)** Refrain from fundraising from national corporations who may have already given to TCT. TCT will, in turn, refrain from fundraising from local and provincial branches of similar national corporations. If there are questions about who these national corporate donors are, and/or if advice is required to coordinate a stronger approach to ensure success of your organization.
- (8)** Participate in donor recognition initiatives, such as thanking donors, when appropriate, thereby making a tangible connection between donations to TCT and improvements to the Trans Canada Trail.
- (9)** Provide, for TCT's review, any publication, printed recognition, or signage featuring the TCT logo, prior to publication, which will not occur without TCT's advance approval.
- (10)** Notify TCT in advance of any public events related to the Project, and provide an opportunity for TCT representation and recognition at the event. Demonstrating tangible recognition of local donors who have contributed to the success of the Project, including notifying TCT, will reflect positively on the Recipient and will be considered in future funding requests submitted to TCT.

TCT also requires recipients to follow Trans Canada Trail on social media and share its content when possible, for the duration of the agreement.

Trans Canada Trail

Contribution Agreement

Project Code: 106696

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this ____ day of)
March, 2024.)

A Commissioner of Oaths
Being a Solicitor)

Jennifer Lawson