

Schedule "A" to By-Law #23-2017

GIFT AGREEMENT BETWEEN

HYDRO ONE NETWORKS INC.
(“HONI”)

Partners in Powerful Communities

AND

THE MUNICIPALITY OF SOUTH HURON
(the “Recipient”)

HONI would like to make a donation to the Recipient through the Hydro One Safe Communities grant program, which supports projects and initiatives that will enhance the safety and security of your community, on the terms and conditions set out in this Gift Agreement (“**Agreement**”).

(I) THE DONATION

HONI agrees to make a donation (“**Gift**”) of \$10,000.00 in the form of a cheque on the terms and conditions set out herein. The Gift shall be issued once this Agreement is signed by both HONI and the Recipient. The Recipient shall issue a receipt for tax purposes in the amount of the Gift.

(Initial of Recipient)

(II) PURPOSE

The Recipient shall use the Gift towards the Wheel Chair Lift at the Kirkton Woodham Swimming Pool, located at 40457 Hwy 23 in Kirkton, Ontario (the “**Original Purpose**”). If there is a change in this location, the Recipient shall promptly notify HONI of the change in writing. **If the change results in a move to a location outside of HONI distribution service territory, the Recipient shall promptly return the Gift to HONI.**

If the Recipient cannot use the Gift for the Original Purpose, at HONI’s option, HONI shall either be entitled to a refund of the Gift or direct the Recipient to use it for an alternate purpose to be determined by HONI in consultation with the Recipient. **The Gift will be utilized in accordance with this Agreement within six (6) months of issue date. The Recipient must promptly notify HONI in writing of any delay in such use.**

(Initial of Recipient)

(III) RECOGNITION

In recognition of the Gift from HONI, the Recipient shall do the following:

- 1) Provide the opportunity for a HONI representative to attend a formal public cheque presentation;
- 2) Provide the opportunity for a HONI representative to attend the official grand opening of the facility, if applicable;
- 3) Work with HONI to create a media advisory, as indicated in the Cheque Presentation form;
- 4) Acknowledgement on recipient website, and any publications made about the facility, including any newsletters, and
- 5) Affix permanent signage/plaque with HONI’s logo, along with other community funders, at the site of the facility. The Recipient will contact HONI before project completion to discuss signage options. Recipient shall ensure that said signage remains free of graffiti and damage, and otherwise remains in a state of good repair at all times.

Recognition of Hydro One in donor listings will be in the name of **Hydro One Inc.**, unless otherwise directed by Hydro One. Recognition items above shall be reported to HONI as outlined in Section (IV) Recipient Reporting.

(IV) RECIPIENT REPORTING

The Recipient shall respond to the HONI on-line Project Evaluation upon project completion. A reminder will be sent to you via e-mail.

Based on current projections, the Recipient anticipates that the project will be complete by _____.
(Date)

The on-line Project Evaluation must be completed within 30 days of project completion. _____.
(Initial of Recipient)

The Recipient shall promptly notify HONI in writing of any delay in project completion past the date set out above and other options may be identified. _____.
(Initial of Recipient)

(V) OTHER

The Recipient agrees that in no event shall HONI, any of its affiliates, or their respective directors, officers, employees, or consultants (“**Indemnitees**”) be liable for any loss, damage or injury to persons or property (including death) of any kind whatsoever (including, without limitation any economic loss, loss of goodwill, or for any special, indirect or consequential damages), whether the said losses, damages or injuries are incurred by the Indemnitees, the Recipient or by any third party claiming through or under the Recipient and/or the Indemnitees, which arise out of or are related to the Gift, the Original Purpose and/or otherwise as a result of this Agreement (“**Losses**”). The Recipient shall defend and fully indemnify the Indemnitees from and against any and all such Losses and any and all actions, suits, proceedings, claims, debts, obligations, expenses, demands, penalties, fines and costs arising therefrom and connected therewith. The Recipient hereby, for itself and its successors and assigns, releases and forever discharges the Indemnitees from and against any and all such aforementioned liability. This provision shall survive termination of this Agreement.

In the event that the Gift and the activities undertaken by the Recipient in connection therewith are in material conflict with the mission and/or policies of either HONI or the Recipient, either party shall have the right to terminate this Agreement immediately and the Recipient shall return the Gift to HONI within thirty (30) days of such termination.

This Agreement constitutes the entire agreement between HONI and the Recipient respecting the subject matter hereof and supersedes all prior negotiations, representations, understanding or agreements, written or oral, between them. This Agreement may be amended only by mutual written agreement of the HONI and the Recipient.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Agreed to this _____ day of _____, 2017.

HYDRO ONE NETWORKS INC.

Signature: _____

Name: DANIEL LEVITAN

Title: DIRECTOR, CORPORATE AFFAIRS

I have authority to bind the corporation.

Signature: _____

Maureen Cole, Mayor

Signature: _____

Genevieve Scharback, Clerk

We have authority to bind the Corporation.