



## DONATION AGREEMENT

**BETWEEN:**

**Kitchener Wilmot Hydro Inc.**

(hereinafter, the "**Donor**")

-and-

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**

(hereinafter, the "**Township**")

It is with sincere gratitude the Township of Wilmot acknowledges the generous donation from **Kitchener Wilmot Hydro Inc.** in support of the Wilmot Parks, Facilities and Recreation Services.

In consideration of monies and services flowing from the Donor to the Township, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Donor and the Township agree as follows:

### **1. Donation**

- a) The Donor agrees to donate to the Township four (4), 60' cedar hydro poles, brackets, and in-kind labour.
- b) All donated materials and labour will be utilized to support Parks, Facilities and Recreation Services Infrastructure.
- c) The Donor understands that item(s) purchased or provided through this donation will become Township owned property, and that the Township, as owner, is responsible for repairs or replacement and may choose to move or remove the item(s) with no obligation to replace it if damaged or if it has reached end of useful life.

## **2. Purpose**

The Purpose of this Agreement is to provide guidelines regarding the use of this donation, which shall be used to contribute towards Heron Rookery, Eagle's Nest and Osprey Nest for the Mike Schout Wetlands Preserve.

## **3. Recognition**

(a) The Township agrees to recognize the donation by placing the name Kitchener Wilmot Hydro on the donated item(s) which will be located at the Mike Schout Wetlands Preserve.

(b) The Donor agrees to meet its financial commitment as outlined in Section 1 of this Agreement. If the entire financial commitment is not met, the Township retains the right to revoke any recognition of the donation.

## **4. Amendments**

This agreement may be amended only by the mutual consent of both parties hereto.

## **5. Governing Law**

This Agreement shall be governed by and constructed in accordance with the laws of the Province of Ontario and the laws of Canada applicable hereto.

## **6. Effective Date**

This Agreement shall be effective upon Township acceptance of the works on-site as outlined in Section 1 and 2 of this agreement.

## **7. Access to information**

This agreement and the information contained herein is subject to applicable access to information legislation, including but not limited to the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56, as amended*.

**IN WITNESS WHEREOF**, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 the parties hereto have hereunto entered into this Agreement through the signing of this Agreement by their duly authorized agents.

**DONOR**

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**

\_\_\_\_\_

Name/Title

\_\_\_\_\_

Mayor Les Armstrong

\_\_\_\_\_

Signature

\_\_\_\_\_

Clerk