

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 08-793

Being a by-law to authorize the Mayor and Chief Administrative Officer/Clerk to execute an Agreement with Hydro One Networks through the Hydro One PowerPlay Grant Program for the "Revitalization of Lakeside Park" Project.

AND WHEREAS under Section 8. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues.

WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:


1. That the Chief Administrative Officer is hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 10th day of July, 2008.

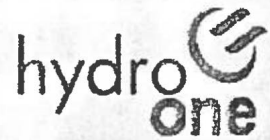
READ A SECOND AND THIRD time and finally passed this 10th day of July, 2008.



MAYOR



CAO/CLERK



GIFT AGREEMENT BETWEEN

HYDRO ONE NETWORKS INC.
("HONI")

AND

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
(the "**Recipient**")

HONI would like to make a donation to the Recipient through the Hydro One PowerPlay grant program, supporting children's sports and recreation facilities, on the terms and conditions set out in this Gift Agreement ("**Agreement**").

(I) THE DONATION

Hydro One Networks Inc. agrees to make a donation ("Gift") of \$6,000 in the form of a cheque.

The Gift shall be issued once this Agreement is signed by both HONI and the Recipient.

The Recipient shall issue a tax receipt for charitable purposes for the amount of the Gift.

(II) PURPOSE

The Recipient shall direct the Gift to Temagami Parks and Recreation for the purchase and installation of a tot's play area, and an outdoor basketball court at the Lakeside Park, located in Temagami, Ontario (the "**Original Purpose**"). If the Recipient cannot use the Gift for the Original Purpose, HONI shall direct the Recipient to use it for an alternate purpose to be determined by HONI in consultation with the Recipient. The Gift is to be utilized in 2008.

(III) RECOGNITION

In recognition of the Gift from HONI, the Recipient shall do the following with HONI's prior written consent:

- 1) Provide the opportunity to make a formal public cheque presentation;
- 2) HONI will issue regional press releases and may place an ad in local papers. The Recipient will work with HONI to finalize content;
- 3) Acknowledgement on your website, and any publications made about the facility;
- 4) Attribute a plaque for HONI, and
- 5) Affix signage with HONI's logo on the playground equipment or in a location mutually agreed upon by HONI and the Recipient for a minimum of 5 years. HONI will work with the Recipient to come to an agreement on the specifications.

(IV) REPORTING

The Recipient shall deliver to HONI written report upon project completion on the status of the Gift and how it is being applied by the Recipient. The report shall include a summary of the activities undertaken by the Recipient with the Gift, pictures of any finished project undertaken with the Gift, and other details requested by HONI on how the Gift was applied. An electronic version of the photo(s) of the completed project will be forwarded to Camilla.Rogalski@HydroOne.com. Required photos include: sites pre-construction, photos during construction, and photos of completed projects with signage.

(V) OTHER

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, 2008. _____

HYDRO ONE NETWORKS INC.

Joseph Agostino
General Counsel

I have the authority to bind the corporation

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

Printed Name:
Title:

I have the authority to bind the corporation