

TD Friends of the Environment Foundation
77 King St West
Toronto, ON M5K 1A2
July, 27, 2018

TO: Larry Meyer and Donna White
Township of North Huron
P.O. Box 90, 274 Josephine Street
Wingham, ON, N0G 2W0

**Letter of Agreement between TD Friends of the Environment Foundation and
Township of North Huron for TD Tree Days 2018**

Dear Larry and Donna,

We are delighted to confirm the understandings that will allow TD Friends of the Environment Foundation ("TD FEF"), to engage [the] Township of North Huron (the "Community Organization") to support a local tree planting event in Wingham as part of TD Tree Days 2018 ("Event").

Please accept this letter detailing the terms of our agreement as the following:

WHEREAS TD FEF's commitment to diversity includes how we contribute to our communities, such that projects, programs and activities funded by TD FEF must be consistent with this commitment. Specifically, TD FEF prohibits discrimination based on race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, veteran status, disability or other characteristic protected by law. The projects, programs and activities for which you seek funding must comply with TD FEF's anti-discrimination policy.

Exclusivity

TD FEF will be the single, exclusive sponsor for the Event.

Duration

This Letter of Agreement will be in effect until December 31, 2018 and will become effective with the signing of this Letter of Agreement.

Under no circumstances will TD FEF be liable to the Community Organization or any other person for any harm, damage, injury, loss, liability, expense, cost or any cause of action, claim, demand, suit, proceedings or judgment in connection with TD FEF's sponsorship or this Letter of Agreement.

Site Selection

The Community Organization has secured a suitable site for TD Tree Days in **Wingham** at **Wingham Ecological Park** that will accommodate a **minimum of 30 volunteers** and a **minimum of 145 native trees and shrubs**.

Execution

The Community Organization, as per the provided Guide for Community Organizations, will be responsible for the following in relation to the Event:

- Secure any and all required permits;
- Manage site coordination and logistics;
- Procure and provide all planting materials, including but not limited to, trees, mulch, and other materials as needed (e.g. stakes, shovels, ties etc.);
- Procure and provide only native tree species suitable for the region and site;
- Engage external volunteers, as needed;
- Support local media relations, as needed;
- Support local dignitary engagement, as needed;

Confidential

- Provide a minimum of one person who will serve as the site tree advisor (“Tree Advisor”). The Tree Advisor will lead the technical aspect of the planting and will work with the TD Site Leader to ensure that the Event is delivered with excellence. Additional personnel will be provided as needed to oversee the site and the number of volunteers. The Tree Advisor will:
 - Secure approved site (and permits - as needed)
 - Schedule at least one site visit with TD Site Leader in advance of the planting
 - Liaise with TD Site Leader regarding event logistics
 - Ensure plant material and equipment is delivered to the site before the event
 - Deliver a planting demonstration at the event to instruct volunteers on properly planting technique
 - Provide a site orientation that will provide information on tree species and the site
 - Ensure trees are being planted properly (Quality Control) and work with the TD Site Leader or volunteers to correct issues with planting technique
 - Inform TD Site Leader of watering and maintenance plan
 - Complete final project report and remit to TD FEF
- Ensure that it has obtained a clear criminal background check on all its personnel on site.

The Community Organization will receive the following program assistance and recognition from TD FEF to execute the Event activities being sponsored:

- A local TD employee volunteer who will manage event execution (“TD Site Leader”).
- Include a mention of the Community Organization on the TD Tree Days volunteer registration website - tdtreedays.com
- A mention the Community Organization in at least one post relating to the Program on one of TD FEF's social media channels.

Insurance

The Community Organization, and each organization and municipality with which it works in relation to the Event, will maintain insurance with responsible insurers against such risks and in such amounts that could reasonably be expected to be carried by persons acting prudently and in a similar business to that of their organization.

The Community Organization must carry General Liability insurance, including Products and Completed Operations coverage, for the duration of each Event (including site coordination and logistics, procurement of materials, arrangements for permits, engagement of volunteers, soil preparation, planting and maintenance) in the amount of at least CAD one million dollars \$1,000,000. The policy must cover any and all liability arising or accruing as a result of the Event, and any aspects of same, and will name The Toronto-Dominion Bank and TD Friends of the Environment Foundation as additional named insured. The Community Organization will **provide TD FEF with Proof of such insurance in the form of a Certificate of Insurance or Certificates of Insurance evidencing such insurance prior to the date of their Event.** The certificate(s) must show the named insureds as: The Toronto-Dominion Bank, 66 Wellington St West, Toronto, Ontario M5K 1A2 and TD Friends of the Environment Foundation, 77 King St West, Toronto, Ontario M5K 1A2.

Confidentiality

The existence and terms of this Agreement are confidential. Community Organization agrees not to disclose or otherwise make available any press release, public announcement or public disclosure concerning the existence, subject matter, terms or performance of this Agreement without TD's prior written approval. In addition, if either party and their personnel have access to or receive disclosure or certain confidential or proprietary information about the business and management of the other party or any of the other party's subsidiaries or affiliates (“Information”), the parties and their personnel agree that they will not disclose or provide access to the disclosing party's Information without the express written consent of the disclosing party or as may be required by law. The parties agree that upon termination of this Agreement or upon either party's request, the receiving party and its personnel, except as required for any continuing obligations under this Agreement, will return the Information to the disclosing party.

Publicity

There will be no media releases, public announcements and public disclosures relating to this Agreement except as coordinated with, and approved by, TD FEF.

Payment

TD FEF will pay the Community Organization a **maximum fee of \$2,550** including taxes (“Total Program Costs”), in Canadian funds, as follows: 75% of the Total Program Costs upon signature of this agreement and the balance in a timely manner on receipt of the Final Project Report in the form of Appendix 2. Any and all third-party supplier discounts in the will be passed on to TD FEF. The Community Organization will not mark up, increase, or otherwise charge TD FEF any premium or amount on the invoiced amount by a third-party supplier.

Post Execution

The Community Organization will:

- Complete and submit a Final Project Report for each Event by October 30, 2018; and
- Maintain all trees planted during the Event for a period of two (2) years after the planting date and, upon request by TD FEF, will share its tree maintenance plans with TD FEF.

TD FEF looks forward to a mutually rewarding relationship with Township of North Huron and together building a successful Event.

Sincerely,

Carolyn Scotchmer, Executive Director

TD FRIENDS OF THE ENVIRONMENT FOUNDATION, by its trustee, The Canada Trust Company.

PER:

I have authority to bind the trust

In agreement:

In the presence of:

For Community Organization
(Authorized Signature/name/title)

Witness to signature of Community Organization
(Authorized Signature/name/title)

Date:

Date: