

**CORPORATION OF THE TOWNSHIP OF PRINCE**

**BY-LAW NO. 2010-4**

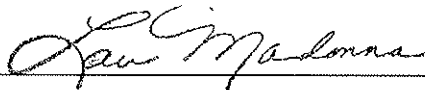
Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the Association of Municipalities of Ontario and the Corporation of the Township of Prince regarding the Gas Tax.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE  
HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Agreement between the Association of Municipalities of Ontario and the Corporation of the Township of Prince, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 9<sup>th</sup> day of March, 2010.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
CAO/Administrator



**THIS AMENDING AGREEMENT** made in duplicate this 9<sup>th</sup> day of March, 2010.

BETWEEN:

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**  
(referred to herein as "AMO")

-and-

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**  
(referred to herein as the "Recipient")

**WHEREAS** Canada, Ontario and Ontario municipalities, as represented by AMO and Toronto entered into an Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities on June 17, 2005 (amended on June 20, 2007) (the "Canada-Ontario-AMO-Toronto Agreement"), whereby AMO agreed to administer funds on behalf of Ontario municipalities made available pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

**WHEREAS** the Canada-Ontario-AMO-Toronto Agreement outlines a framework for the transfer of funds to Ontario municipalities, represented by AMO and Toronto with stable, reliable and predictable funding for environmentally sustainable infrastructure purposes;

**WHEREAS** Canada, Ontario and Ontario municipalities, represented by AMO and Toronto have amended the Canada-Ontario-AMO-Toronto Agreement on September 3, 2008, in order to confirm municipalities' Gas Tax Fund allocations to 2014;

**AND WHEREAS** AMO and the Recipient have previously entered into a Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities;

**NOW THEREFORE** this Amending Agreement witnesseth that:

1. The preamble forms an integral part of this Amending Agreement.
2. Terms not defined in this Amending Agreement have the meanings assigned in the Municipal Funding Agreement For the Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities.
  - a. *Audit Statement* definition is deleted and replaced as follows:

**"Audit Statement"** means a written audit statement to be prepared and delivered to AMO as set out in section 7.1h hereto.

b. *End of Funds* definition is deleted and replaced as follows:

**“End of Funds”** means March 31, 2014.

c. *Infrastructure Program* definition is deleted and replaced as follows:

**“Infrastructure Program”** means *Canada’s* infrastructure programs in existence at the time of the execution of this *Agreement*.

d. *Large Municipalities* definition is deleted and replaced as follows:

**“Large Municipalities”** means those Municipalities with a 2006 National Census data population of 500,000 or more including the Regional Municipalities of Durham, Peel and York and the Cities of Hamilton, Mississauga and Ottawa.

e. *Treasurer* definition is added:

**“Treasurer”** means a municipal treasurer as defined in subsection 286(1) of the *Municipal Act, 2001* (Ontario).

f. *Treasurer’s Certificate* definition is added:

**“Treasurer’s Certificate”** means a written statement by the *Treasurer* to be prepared and delivered to *AMO* as set out in section 7.1i hereto and in the form identified in Schedule H attached.

3. Section 2.1 is deleted and replaced as follows:

2.1. **Term.** Subject to any extension or termination of this *Agreement* or the survival of any of the provisions of this *Agreement* pursuant to the provisions contained herein, this *Agreement* shall be in effect from the date set out on the first page of this *Agreement*, up to and including March 31, 2015.

4. Section 3.1c is deleted and replaced as follows:

c. ensure that there is no reduction in capital funding provided by Municipalities for *Municipal Infrastructure*.

5. Section 3.1d is deleted and replaced as follows:

d. In the case of *Recipients* that are *Municipalities* in excess of 100,000 in population, ensure that over the period of January 1, 2010 to March 31, 2014 the *Recipient’s* capital spending on *Municipal Infrastructure* shall not fall below its *Base Amount*; and,

6. Section 3.1e is added:

e. ensure any of its contracts for the supply of services or materials to

implement its responsibilities under this *Agreement* shall be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

7. Section 4.2 is deleted and replaced as follows:
  - 4.2. **Exception.** For *Large Municipalities*, the list of eligible categories shall consist of no more than two (2) of the categories in Section 4.1 a. to f.
8. Section 5.4 is deleted and replaced as follows:
  - 5.4. **Retention of Receipts.** The *Recipient* shall retain all evidence (such as invoices, receipts, etc.) of payments related to *Eligible Costs* and such supporting documentation must be available to Canada when requested and maintained by the *Recipient* for audit purposes in accordance with the municipal records retention by-law.
9. Section 6.7 is deleted and replaced as follows:
  - 6.7. **Expenditure of Funds.** The *Recipient* shall expend all *Funds* by December 31, 2016.
10. Section 6.8 is deleted and replaced as follows:
  - 6.8. **GST and HST.** The use of *Funds* is based on the net amount of goods and services tax or harmonized sales tax to be paid by the *Recipient* pursuant to the Excise Tax Act (Canada) net of any applicable rebates.
11. Section 7.1h is deleted and replaced as follows:
  - h. an annual *Audit Statement*, if *Funds* were applied to *Eligible Costs* incurred for *Eligible Projects* in respect of the previous *Municipal Fiscal Year*. An annual *Audit Statement* is to be prepared by the *Recipient's* auditor in accordance with section 5815 of the Canadian Institute of Chartered Accountants Handbook – Special Reports — Audit Reports on Compliance With Agreements, Statutes and Regulations, providing assurance that the terms of the *Agreement* have been adhered to and *Funds* received by the *Recipient* have been spent in accordance with the *Agreement*,
12. Section 7.1i is added:
  - i. a *Treasurer's Certificate*, if *Funds* were not applied to *Eligible Costs* incurred for *Eligible Projects* in respect of the previous *Municipal Fiscal Year*. A *Treasurer's Certificate* is to be prepared by the *Recipient's Treasurer*, providing assurance that activity related to sections 6.4, 6.5, and 11 has been conducted within the terms and conditions of the *Agreement*.
13. Section 7.2 is deleted and replaced as follows:
  - 7.2. **Outcomes Report.** The *Recipient* shall account in writing for outcomes achieved as a result of the *Funds* through an *Outcomes Report* to be submitted to *AMO* upon completion of an *Eligible Project* and to be made available publicly in manner consistent with financial reporting under the

*Municipal Act, 2001* S.O. 2001 c.25 by March 31<sup>st</sup> of the following *Municipal Fiscal Year*.

- a. The *Recipient's Outcomes Report* shall report in writing on the cumulative investments made, in a manner to be provided by AMO, including information on the degree to which these investments have actually contributed to the objectives of cleaner air, cleaner water and reduced greenhouse gas emissions.
14. Section 9.2 is deleted and replaced as follows:
    - 9.2. **Separate Records.** The *Recipient* shall maintain separate records and documentation for the *Funds* and keep all records including invoices, statements, receipts and vouchers in respect of *Eligible Projects* that *Funds* are paid in respect of in accordance with the municipal records retention by-law. Upon reasonable notice, the *Recipient* shall submit all records and documentation relating to the *Funds* to Canada for inspection or audit.
  15. Notwithstanding the date of execution of this Amendment Agreement, the provisions of this Amending Agreement are in effect as of January 1, 2010 and continue in effect for the duration of the term of the Municipal Funding Agreement For the Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities.
  16. Section 14.3 is deleted and replaced as follows:
    - 14.3. **Addresses for Notice.** Further to Section 14.1 of this *Agreement*, notice can be given at the following addresses:

- a. If to AMO:

Executive Director  
Federal Gas Tax Agreement  
Association of Municipalities of Ontario  
200 University Avenue, Suite 801  
Toronto, ON M5H 3C6

Telephone: 416-971-9856  
Facsimile: 416-971-6191  
Email: [gastax@amo.on.ca](mailto:gastax@amo.on.ca)

b. If to the Recipient:

Brianna Coughlin  
CAO/Administrator/Clerk/Treasurer  
Township of Prince  
3042 Second Line West  
R. R. # 6  
Sault Ste. Marie, ON P6A 6K4

Telephone: (705) 779-2992  
Facsimile: (705) 779-2725  
Email: bcoughlin@twp.prince.on.ca

17. Section 15.4 is deleted and replaced with the following:  
15.4 **Survival.** The following schedules, sections and provisions of this agreement shall survive the expiration or early termination hereof: Sections 5, 6.7, 7, 9.3, 10.4, 10.5, 11, 12.3, 15.7, and Schedule G.
18. Section 16.1, Schedule A is amended as attached.
19. Section 16.1, Schedule H is added as attached.
20. Except as amended herein, the provisions of the Municipal Funding Agreement For the Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities remain in full force and effect.

**SCHEDULE H  
TREASURER'S CERTIFICATE**

To the Association of Municipalities of Ontario

As the *Treasurer* of the Corporation of <INSERT MUNICIPAL NAME>, I acknowledge that for the 20\_\_ *Municipal Fiscal Year*, there were no *Eligible Costs* incurred for *Eligible Projects* under the *Agreement*.

I confirm that the Corporation of <INSERT MUNICIPAL NAME> received its Federal Gas Tax allocation for the 20\_\_ *Municipal Fiscal Year* within the terms and conditions specified in section 6.4 of the *Agreement*.

I also confirm that the carry-over of unexpended *Funds* followed the terms and conditions of section 6.5 of the *Agreement*. Specifically, the interest earned on unspent funds has been calculated on a reasonable basis, the interest was calculated on a similar basis as other reserve and reserve funds, and that the interest rate used is comparable to the one used for other reserve funds which are required to earn interest.

I also confirm that the title to *Municipal Infrastructure* resulting from *Eligible Projects* is retained by the Corporation of <INSERT MUNICIPAL NAME> as specified under section 11.1 of the *Agreement*.

As the duly appointed *Treasurer* of the Corporation of <INSERT MUNICIPAL NAME> I hereby certify that, as at December 31, 20\_\_, activity related to the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities dated <INSERT DATE ON MFA> between the Association of Municipalities of Ontario and the <INSERT MUNICIPAL NAME>, has been conducted within the terms and conditions set out in the *Agreement*.

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Name:  
Title:  
<INSERT MUNICIPAL NAME>

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Date