EXECUTIVE SUMMARY:
In order for the City to continue receiving transfers of Federal Gas Tax Revenues, the City of Kingston is required to enter into an amended Municipal Funding Agreement with the Association of Municipalities of Ontario.

RECOMMENDATION:
1. That a by-law entitled “A By-Law to Authorize the Mayor and City Treasurer to Execute An Amended Municipal Funding Agreement For The Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities” be presented and given three readings in order to receive a predictable and stable funding stream of $7,190,649.46 annually over the next four years.
AUTHORIZING SIGNATURES:

<table>
<thead>
<tr>
<th>ORIGINAL SIGNED BY DIRECTOR OF FINANCIAL SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Dickey, Deputy Treasurer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ORIGINAL SIGNED BY CHIEF ADMINISTRATIVE OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gerard Hunt, Chief Administrative Officer</td>
</tr>
</tbody>
</table>

CONSULTATION WITH THE FOLLOWING COMMISSIONERS:

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cynthia Beach, Sustainability &amp; Growth</td>
<td>N/R</td>
</tr>
<tr>
<td>Terry Willing, Community Development Services</td>
<td>N/R</td>
</tr>
<tr>
<td>Denis Leger, Corporate Services</td>
<td>N/R</td>
</tr>
<tr>
<td>Jim Keech, President and CEO, Utilities Kingston</td>
<td>N/R</td>
</tr>
</tbody>
</table>

*(N/R indicates consultation not required)*
OPTIONS/DISCUSSION:
The Council of The Corporation of the City of Kingston passed By-Law # 2006-1, “A By-Law For The Transfer Of Federal Gas Tax Revenue”, on December 6, 2005, which authorized the Mayor and Clerk to execute the Municipal Funding Agreement for the transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities between The Association of Municipalities and The Corporation of The City of Kingston. The Municipal Funding Agreement was executed on December 12, 2005.

On September 3, 2008, The Association of Municipalities of Ontario signed an extension to the Agreement for the Transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities with Minister Baird. The extension was contingent upon the completion of a program evaluation of the initial agreement, which was successfully concluded.

As a result, The Corporation of the City of Kingston is required to enter into an amended Municipal Funding Agreement with The Association of Municipalities of Ontario to receive a predictable and stable funding stream of $7,190,649.46 annually for the next four years.

EXISTING POLICY/BY LAW:
By-Law # 2006-1, “A By-Law For The Transfer Of Federal Gas Tax Revenue”

NOTICE PROVISIONS:
Not applicable

ACCESSIBILITY CONSIDERATIONS:
Not applicable

FINANCIAL CONSIDERATIONS:
The capital financial plans that were presented with the 2010 capital budget information have been updated to reflect these amounts.

CONTACTS:
Stephen Dickey, Deputy Treasurer, Financial Services Department Ext. 2370

OTHER CITY OF KINGSTON STAFF CONSULTED:
Not applicable

EXHIBITS ATTACHED:
Appendix A: Draft By-Law entitled “A By-Law to Authorize the Mayor and City Treasurer to Execute an Amended Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities”
BY-LAW NO. 2010-XXX

A BY-LAW TO AUTHORIZE THE MAYOR AND CITY TREASURER TO EXECUTE AN AMENDED MUNICIPAL FUNDING AGREEMENT FOR THE TRANSFER OF FEDERAL GAS TAX REVENUES UNDER THE NEW DEAL FOR CITIES AND COMMUNITIES

PASSED ,2010

WHEREAS, pursuant to By-Law 2006-01, The Corporation of the City of Kingston entered into a Municipal Funding Agreement for the transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities with The Association of Municipalities of Ontario on December 12, 2005.

AND WHEREAS on September 3, 2008 The Association of Municipalities of Ontario signed an extension to the Agreement for the Transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities with Minister Baird, which was contingent upon the completion of a program evaluation of the initial agreement;

AND WHEREAS the program evaluation of the initial agreement has now been successfully concluded, the Corporation of the City of Kingston can expect to receive a predictable and stable funding stream of $7,190,649.46 annually over the next four years, as indicated on Schedule A to the Amended Municipal Funding Agreement with the Association of Municipalities of Ontario.

AND WHEREAS the Corporation of the City of Kingston is required to enter into an amended Municipal Funding Agreement with the Association of Municipalities of Ontario to enable these annual transfers.

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the City of Kingston hereby enacts as follows:

1. The Mayor and City Treasurer are hereby authorized to execute the Amended Municipal Funding Agreement for the transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities between the Association of Municipalities of Ontario and the Corporation of the City of Kingston as in Schedule A attached hereto.

2. This By-Law shall come into force and take effect on the date of its passing.

GIVEN ALL THREE READINGS AND PASSED:

CITY CLERK

MAYOR
THIS AMENDING AGREEMENT made in duplicate this ___day of ____________, 2010.

BETWEEN:

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

-and-

THE CORPORATION OF THE CITY OF KINGSTON
(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 31st 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
b. If to the Recipient:

Desiree Kennedy
Treasurer & Director of Finance, Finance & Corporate Performance
City of Kingston
City Hall, 216 Ontario Street
Kingston, ON K7L 2Z3

Telephone: (613) 546-4291 x2220
Facsimile: (613) 546-5232
Email: dkennedy@cityofkingston.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.
IN WITNESS WHEREOF this Agreement has been executed by the duly authorized officers of the parties hereto as of the date first above written.

**RECIPIENT'S NAME:** THE CORPORATION OF THE CITY OF KINGSTON

By:

Name: [Signature]
Title: [Title]
Date: [Date]

Name: [Signature]
Title: [Title]
Date: [Date]

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By:

Title: Executive Director
Date: [Date]

In the presence of:

Witness
Title: Director of Administration and Business Development
Date: [Date]
SCHEDULE A  
SCHEDULE OF FUND PAYMENTS  

RECIPIENT'S NAME: The Corporation of the City of Kingston  

The following represents the minimum Funds and schedule of payments over the life of this Amending Agreement.  

<table>
<thead>
<tr>
<th>Year</th>
<th>Schedule of Fund Payments</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>July 15th</td>
<td>November 15th</td>
</tr>
<tr>
<td>2010</td>
<td>$3,595,324.73</td>
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</tr>
<tr>
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<td>2012</td>
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</tr>
<tr>
<td>2013</td>
<td>$3,595,324.73</td>
<td>$3,595,324.73</td>
</tr>
</tbody>
</table>
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.

__________________________________________  _____________
Name:                                         Date
Title: <INSERT MUNICIPAL NAME>