



The Corporation of The
TOWN OF PELHAM

FROM THE OFFICE OF THE TOWN CLERK

June 24, 2010

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

Dear Sir:

Enclosed please find a certified copy of Town of Pelham By-law # 3117(2010) authorizing an Amending Agreement to the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenue, together with the Agreement signed by the Mayor and Clerk for the Corporation of the Town of Pelham.

Please forward a copy of the Agreement to the undersigned once it has been duly executed by AMO.

Thank you for your attention to this matter.

Yours very truly,

(Mrs.) Nancy J. Bozzato, AMCT, ACST
Town Clerk

Attach.

cc: C. Pupo, Treasurer, Town of Pelham

THIS AMENDING AGREEMENT made in duplicate this 21st. day of JUNE, 2010.

BETWEEN:

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

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(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:

Cari Pupo
Treasurer & Director of Financial Services
Town of Pelham
Box 400, 20 Pelham Town Square
Fonthill, ON L0S 1E0

Telephone: (905) 892-2607
Facsimile: (905) 892-5055
Email: cpupo@pelham.ca

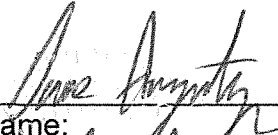
17. Section 15.4 is deleted and replaced with the following:
15.4 **Survival.** The following schedules, sections and provisions of this agreement shall survive the expiration or early termination hereof: Sections 5, 6.7, 7, 9.3, 10.4, 10.5, 11, 12.3, 15.7, and Schedule G.
18. Section 16.1, Schedule 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.

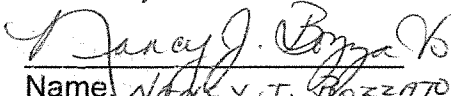
RECIPIENT'S NAME: THE CORPORATION OF THE TOWN OF PELHAM

By:

Affix
Corporate
Seal


Name: _____
Title: Dave Augustyn
Mayor

30 June 2010
Date


Name: NANCY J. BOZZATO
Title: TOWN CLERK

July 5, 2010.
Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

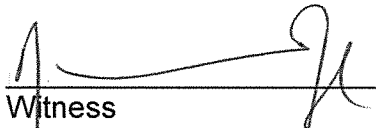
By:

Affix
Corporate
Seal


Title: Executive Director

July 26/10.
Date

In the presence of:


Witness
Title: Director of Administration
and Business Development

July 26/10.
Date

**SCHEDULE A
SCHEDULE OF FUND PAYMENTS**

RECIPIENT'S NAME: The Corporation of the Town of Pelham

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

Year	Schedule of Fund Payments	
	July 15th	November 15th
2010	\$247,777.31	\$247,777.31
2011	\$247,777.31	\$247,777.31
2012	\$247,777.31	\$247,777.31
2013	\$247,777.31	\$247,777.31

**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:

Title:

<INSERT MUNICIPAL NAME>


Date



Cari Pupo/PEHLAM
29/06/2010 11:57 AM

To Dianne Bell/PEHLAM@TOP_DOM
cc
bcc

Subject Fw: Amendment to Gas Tax Agreement

History:  This message has been replied to.

FYI

Cari Pupo, MBA, CGA
Treasurer/Director of Corporate Services
Town of Pelham
20 Pelham Town Square
PO Box 400
Fonthill, Ontario L0S 1E0
Telephone: (905) 892-2607 ext. 327
Fax: (905) 892-5055

TOWN OF PELHAM CONFIDENTIALITY NOTICE

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----- Forwarded by Cari Pupo/PEHLAM on 06/29/2010 11:56 AM -----

From: <LDevaya@amo.on.ca>
To: <NJBozzato@pelham.ca>
Cc: <cpupo@pelham.ca>
Date: 06/29/2010 11:36 AM
Subject: RE: FW: Amendment to Gas Tax Agreement

Hello Nancy.

Thanks for the one copy of the Agreement + By-law.

Please would you rush to me the other copy of the Agreement (also with original ink signatures and Corporate Seal).

We need both the copies so one can be returned to you when fully executed with AMO signatures as well.

Cheers and good day!
Lovely

From: cpupo@pelham.ca [mailto:cpupo@pelham.ca]
Sent: June 16, 2010 11:13 AM
To: Lovely Devaya
Subject: RE: FW: Amendment to Gas Tax Agreement
Importance: High

Lovely,

We need the bylaw done and our next Council is Monday, June 21st. So it will be sent to you on June 22nd.

Sorry but I can't move faster than our Council meeting.

Regards,

Cari Pupo, MBA, CGA
Treasurer/Director of Corporate Services
Town of Pelham
20 Pelham Town Square
PO Box 400
Fonthill, Ontario L0S 1E0
Telephone: (905) 892-2607 ext. 327
Fax: (905) 892-5055

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From: <LDevaya@amo.on.ca>
To: <cpupo@pelham.ca>
Date: 06/16/2010 10:57 AM
Subject: RE: FW: Amendment to Gas Tax Agreement

Hi Cari.

When can we expect the signed agreement?

Thx to let me know and cheers.

Lovely

From: cpupo@pelham.ca [<mailto:cpupo@pelham.ca>]
Sent: June 8, 2010 12:09 PM
To: Lovely Devaya
Subject: Re: FW: Amendment to Gas Tax Agreement

Lovely,

I am sorry, I have not received these documents....did you send to my attention or the attention of the Town Clerk?

Thank you.

Cari Pupo, MBA, CGA
Treasurer/Director of Corporate Services
Town of Pelham
20 Pelham Town Square
PO Box 400
Fonthill, Ontario L0S 1E0
Telephone: (905) 892-2607 ext. 327
Fax: (905) 892-5055

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From: <LDevaya@amo.on.ca>
To: <cpupo@pelham.ca>
Date: 06/08/2010 12:02 PM
Subject: FW: Amendment to Gas Tax Agreement

Hello Cari.

Pls would you let me know the status of the Amendment to Gas Tax Agreement and when we can expect to have the signed copy back with the Corporate Seal and By-law?

Thx in advance for your prompt response and good day!

Lovely

From: Lovely Devaya
Sent: May 13, 2010 11:19 AM
To: 'cpupo@pelham.ca'
Subject: Amendment to Gas Tax Agreement

Cari Pupo
Treasurer & Director of Financial Services
Town of Pelham

cpupo@pelham.ca

Hello Cari.

We had sent to you on 11 February 2010, two originals of the Amendment to the Gas Tax Agreement for signature and return with the By-law supporting the Amendment. This has not been received by us so far. Please would you return both originals with original ink signatures, Corporate Seal on the signatures in the amendment, together with the By-law supporting the Amendment. Schedule H is for your information only and does not need to be completed at this time.

Upon receipt of the signed Agreement & the By-law and submission of your On-line Annual Expenditure Report and Audit Report for 2009, your 1st Gas Tax payment for 2010 will be processed.

Thanks very much for your prompt attention and cheers.

Lovely

Lovely Devaya

Admin Assistant - Federal Gas Tax

Association of Municipalities of Ontario (AMO)

p: (416) 971-9856 ext. 345

f: (416) 971-6191

e-mail: ldevaya@amo.on.ca

*The Deadline for submitting the On-line Annual Expenditure Report for the year 2009 is
31 March 2010.*

July 6/10