

STAFF REPORT: Financial & Information Services



REPORT TO: Council
MEETING DATE: March 8, 2010
REPORT NO.: FIS.10.18
SUBJECT: Federal Gas Tax Amending Agreement
PREPARED BY: Ruth Prince, Manager of Revenue

A. Recommendations

THAT Council receive Staff Report FIS.10.18 “Federal Gas Tax Amending Agreement”; and,

THAT Council enact a By-law authorizing the Mayor and Clerk to execute an Amending Agreement to the Municipal Funding Agreement for the transfer of Federal Gas Tax Revenues.

B. Background

The Association of Municipalities of Ontario has been able to facilitate the extension of the Federal Gas Tax Fund to 2014. From 2009/2010 onwards the Federal Gas Tax increases to \$2 billion in funding to Canadian municipalities.

The Federal Gas Tax Fund provides municipalities with long-term stable funding for environmentally sustainable infrastructure such as public transit, local roads and bridges, water and wastewater, solid waste management and community energy systems. These infrastructure investments achieve cleaner water, cleaner air, reduce greenhouse gas emissions and assist communities achieve sustainability.

The major components of the Municipal Funding Agreement (eligible project categories, eligible costs and expenditure reporting requirements) remain the same as the original agreement. There is however, a change in the municipal audit requirements. Municipalities are currently required to submit an audit statement for funds that were applied to eligible costs for eligible projects. The new agreement requires the Treasurer to submit a signed Treasurer’s Certificate for Gas Tax Funds that are not used during the municipal fiscal year.

The original agreement required municipalities to perform long term planning and these initiatives remain in place under the amended Municipal Funding Agreement. The long term planning initiatives requires PSAB standards to be fully implemented and Municipalities to be working towards an Integrated Community Sustainability Plan and a Capital Investment Plan. For the 2009 Federal Gas Tax reporting year, The Blue Mountains has complied with all of the long term planning requirements.

C. The Blue Mountains' Strategic Plan

2. Addressing the Town's municipal infrastructure needs
- 2.1 Identify existing deficiencies in the current municipal infrastructure

D. Environmental Impacts

None

E. Budget Impact

The Blue Mountains will receive \$209,356.88 annually from 2010 through to 2014. This money has been allocated through Staff Report EPW.09.038 – Federal Gas Tax Funding Expenditure Update.

F. Attached

1. By-law to Amend the Agreement
2. Amending Agreement
3. EPW.09.038 – Federal Gas Tax Funding Expenditure Update

Respectfully submitted,

Signature

For more information, please contact:
Ruth Prince, Manager of Revenue
rprince@thebluemountains.ca
519-599-3131 ext 228

**THE CORPORATION OF THE TOWN OF
THE BLUE MOUNTAINS**

BY-LAW NO. 2010 -

**Being a by-law to authorize the execution of an Amendment to a Municipal
Funding Agreement**

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;

NOW THEREFORE Council of The Corporation of the Town of The Blue Mountains hereby enacts as follows:

1. THAT the Mayor and Clerk are hereby authorized to execute this Amendment to 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 of Ontario and The Corporation of the Town of The Blue Mountains as in Schedule A, attached hereto.

Enacted and passed this 8th day of March, 2010.

Ellen Anderson, Mayor

Corrina Giles, Acting Clerk

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 TOWN OF THE BLUE MOUNTAINS
(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:

1081. The preamble forms an integral part of this Amending Agreement.

1082. 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.

1083. 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.

1084. 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*.

1085. 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,

1086. 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.

1087. 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.

1088. 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.

1089. Section 6.7 is deleted and replaced as follows:

6.7. **Expenditure of Funds.** The *Recipient* shall expend all *Funds* by December 31, 2016.

1090. 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.

1091. 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*;

1092. Section 7.1i is added:

kkk. 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*.

1093. 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.

1094. 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.

1095. 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.

1096. 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:

Paul Graham
CAO
Town of The Blue Mountains
P. O. Box 310, 26 Bridge St.
Thornbury, ON N0H 2P0

Telephone: (519) 599-3131
Facsimile: (519) 599-2474
Email: pgraham@thebluemountains.ca

1097. 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.

1098. Section 16.1, Schedule A is amended as attached.

1099. Section 16.1, Schedule H is added as attached.

1100. 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 THE BLUE MOUNTAINS

By:

ffix
orporate
eal

Name:
Title:

Date

Name:
Title:

Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By:

ffix
orporate
eal

Title: Executive Director

Date

In the presence of:

Witness
Title: Director of Administration
and Business Development

Date

**SCHEDULE A
SCHEDULE OF FUND PAYMENTS**

RECIPIENT'S NAME: The Corporation of the Town of The Blue Mountains

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	\$104,678.44	\$104,678.44
2011	\$104,678.44	\$104,678.44
2012	\$104,678.44	\$104,678.44
2013	\$104,678.44	\$104,678.44

**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

STAFF REPORT: Engineering & Public Works Solid Waste Division



REPORT TO: Infrastructure & Recreation Committee

MEETING DATE: April 14, 2009

REPORT NO.: EPW.09.038

**SUBJECT: Federal Gas Tax Funding Expenditure
Update**

**PREPARED BY: Jeffery Fletcher, Manager of Solid Waste
and Environmental Initiatives**

A. Recommendations

THAT Council receive report EPW.09.038, "Federal Gas Tax Funding Expenditure Update" for information purposes.

B. Background

In 2005 the Federal Government began a program to transfer a portion of the Federal Gas Tax Revenues directly to municipalities, under the new deal for cities and communities. A goal of the program was to fund sustainable municipal infrastructure projects. The funds are being administered by the Association of Municipalities of Ontario (AMO) and they have outlined eligible projects and categories for investment.

A report was presented to Engineering and Public Works Committee and council in December of 2006 (EPW.06.209) entitled "Use of Federal Gas Tax Revenues". This report outlined a summary of proposed funding spending on Town projects. Many of the proposed expenditures have been incorporated into related project budgets through the annual budget process. The table below shows a balance of funding dollars spent to date and the planned funding spending.

INFRASTRUCTURE & RECREATION COMMITTEE – April 14, 2009
EPW.09.038

Year	Funding Received and Future Funding	Project	Gas Tax Spent	Planned Spending
2005	\$59,629.06	none	\$0	
2006	\$59,629.06	none	\$0	
2007	\$79,496.53	Town Bikes	\$1,000.00	
		Solar Lights	\$7,335.20	
2008	\$99,256.01	Hazardous Waste Depot	\$30,461.17	
		Integrated Community Sustainability Plan	\$6,851.64	
		Renewable Energy Study (Planning Department)	\$25,000.00	
		Sub-Total	\$70,648.01	
2009	\$198,728.02	Round a bout		\$49,000.00
		Landfill Environmental Screening		\$267,000.00
		Integrated Community Sustainability Plan		\$45,500.00
		Waste Receiving Area		\$90,131.00
2010	\$209,937.00	Integrated Community Sustainability Plan (ICSP)		\$35,500.00
		Energy Audit and Renewable Energy Retrofit		\$50,000.00
2011	\$209,937.00	Landfill Mining		\$220,208.00
		Town Hall Renewable Energy		\$72,000.00
2012	\$209,937.00	Organics Processing Facility		\$167,000.00
		Organics Collection Equipment		\$269,500.00
2013	\$209,937.00	To be determined		\$0
Total	\$1,336,486.68		\$70,648.01	\$1,265,839.00

INFRASTRUCTURE & RECREATION COMMITTEE – April 14, 2009
EPW.09.038

The table on the previous page shows the remaining Gas Tax funding totals \$1,265,839.00 and it is proposed to be spent as shown in the table above from 2009 to 2012. Spending on the Round about, Landfill Environmental Screening and the ICSP have received approval through the 2009 Budget process. However, all other proposed spending will be presented for Council approval and or will be within the confines of the Town budget process.

C. The Blue Mountains' Strategic Plan

Gas Tax funding will assist the municipality achieving Strategic Plan Goal # 2 "Addressing the Town's municipal infrastructure needs", and Strategic Goal #6 "Providing a strong, well managed municipal government".

D. Environmental Impacts

Each project supported by Federal Gas Tax Funding must have a significant element of environmental sustainability to be eligible for funding support.

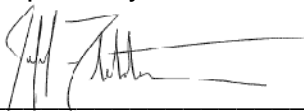
E. Budget Impact

The \$1,336,486.68 funding dollars will assist with offsetting project typically funded by municipal property taxation.

F. Attached

None

Respectfully submitted,



Jeffery Fletcher
Manager of Solid Waste and Environmental Initiatives

Reg Russwurm
Director of Engineering and Public Works

For more information, please contact:

Jeffery Fletcher
jfletcher@thebluemountains.ca
(519) 599-3131 x238