

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 08-148

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A LETTER OF AGREEMENT BETWEEN THE MINISTRY OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO AND THE CORPORATION OF THE CITY OF PETERBOROUGH FOR FUNDING UNDER THE ONTARIO BUS REPLACEMENT PROGRAM

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement with the Province of Ontario represented by the Minister of Transportation, attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 15th day of September, 2008

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

**Ministry of
Transportation**

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
416 327-9200
www.mto.gov.on.ca

**Ministère des
Transports**

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
416 327-9200
www.mto.gov.on.ca



AUG 06 2008

His Worship Paul Ayotte
Mayor
The City of Peterborough
500 George Street North
Peterborough, Ontario
K9H 3R9

Dear Mayor Ayotte:

RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the City of Peterborough (the "Municipality") Related to Funding Provided to the Municipality under the Ontario Bus Replacement Program (this "Letter of Agreement")

This Letter of Agreement is in response to the application received from the Municipality for funding under the Ontario Bus Replacement Program (the "OBRP").

The Ministry has now completed its review of the application and wishes, subject to the terms and conditions set out below, to provide the Municipality with funding for the replacement of ageing transit buses in support of strong communities, increased public transportation reliability, reduction of operating municipal costs, and investment in the renewal of transportation systems.

Funding from the Ministry to the Municipality under the OBRP (the "OBRP funding") will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the Ontario Bus Replacement Program (OBRP)-2008 Guidelines and Requirements (the "Guidelines and Requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the Guidelines and Requirements, which the Municipality has reviewed and understands and which are hereby incorporated by reference, and other good and valuable consideration (the receipt of which is hereby acknowledged), the Ministry and the Municipality covenant and agree as follows:

1. In accordance with and subject to the terms and conditions set out in this Letter of Agreement and the Guidelines and Requirements, the Ministry agrees to provide OBRP funding to the Municipality up to, unless the Ministry otherwise agrees upon in writing, a maximum amount of \$762,437.
2. The OBRP funding to be provided under section 1 is subject to the Municipality having provided the Ministry with the required number of copies of this Letter of Agreement signed by the Municipality, copies of the authorizing municipal by-law and certified copy of a binding agreement between the Municipality or a transit operator, as applicable, and a manufacturer of transit buses for the purchase of such transit buses to be delivered in 2008 and, where applicable, a binding operating agreement between the Municipality and a transit operator.
3. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the sole discretion of the Ministry, to adjustment for consistency with the agreements described in Section 2, and any other adjustments as set out in the Guidelines and Requirements, including those related to annual appropriations of funds by the Legislative Assembly of Ontario.
4. Unless terminated earlier in accordance with the terms and conditions set out in this Letter of Agreement or extended at the Ministry's option and with the consent of the Municipality, the term of this Letter of Agreement shall commence on the effective date, which shall be the last date it is signed by one of the representatives from the Municipality, and shall expire on March 31, 2009.
5. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may: a) cancel all further OBRP funding payments; b) demand repayment of any OBRP funds, including any related interest, remaining in the possession or under the control of the Municipality; and c) determine the Municipality's reasonable costs to terminate any binding agreement between the Municipality or a transit operator and a manufacturer of transit buses acquired under the OBRP, and permit the Municipality to offset these costs against the OBRP funds remaining in the possession or under the control of the Municipality.
6. If the Legislature fails to appropriate sufficient funds for the OBRP, the Ministry, in addition to any adjustments it may make under section 3, may terminate this Letter of Agreement immediately by giving notice to the Municipality. In such instance, the Ministry shall have the same rights as those set out in paragraphs 5 a, b and c.
7. This Letter of Agreement constitutes the entire Agreement between the Ministry and the Municipality with respect to the subject matter contained in this Letter of Agreement, and supersedes all prior oral or written representations and agreements.
8. Any changes to this letter of agreement shall be by written amendment signed by the Ministry and the Municipality.
9. Any provisions, which, by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration, including the Municipality's indemnification obligations.

10. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation
Division Services and Program Management Office
27th Floor, Suite # 2702
777 Bay Street
Toronto, Ontario
M7A 2J8

Once the Ministry has received the signed copies of this Letter of Agreement and the related authorizing municipal by-law, and the certified copies of the agreements set out in Section 2, the Ministry may, in accordance with the OBRP, make arrangements for the payment of OBRP funding to the Municipality.

Yours sincerely,



Jim Bradley
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and by signing below I am signifying the Municipality's consent to be bound by these terms.

The Corporation of the City of Peterborough

Per: _____ Date: _____
Mayor

Per: _____ Date: _____
Chief Financial Officer/Treasurer
or Clerk