

THE CORPORATION OF THE CITY OF BROCKVILLE
By-Law Number 075-2009

*By-law to authorize the City of Brockville to enter into an agreement
with the Ministry of Transportation for the Ontario Bus Replacement Program*

WHEREAS the Provincial Government, through the Ministry of Transportation, provides funding to Municipalities through the Ontario Bus Replacement Program; and,

WHEREAS the City of Brockville must sign a Letter of Agreement with the Ministry of Transportation of Ontario in order to receive funding under this program:

THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BROCKVILLE ENACTS AS FOLLOWS:

The Mayor and Clerk are hereby authorized to execute the 2009 Letter of Agreement substantially in the same format as attached hereto, and all subsequent years agreements or amendments in respect of the Ontario Bus Replacement Program between the Ministry of Transportation and the City of Brockville.

Given Under the Seal of the Corporation of
the City of Brockville and Passed
this 28th day of July, 2009



MAYOR



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



June 19, 2009

His Worship David L. Henderson
Mayor
The City of Brockville
1 King Street, PO Box 5000, Victoria Building
Brockville, Ontario
K6V 7A5

Dear Mayor Henderson:

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 Brockville (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 municipal operating 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 OBRP 2009 Guidelines and Requirements (the "Guidelines and Requirements"), including compliance with the Province's Canadian Content for Transit Vehicle Procurement Policy.

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 \$98,332.00.
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, certified copies of the authorizing municipal by-law(s) and 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 2009 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, 2010.
5. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least sixty (60) 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; and b) determine the Municipality's reasonable costs to terminate any binding agreement between the Municipality and a transit operator or 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 Ministry fails to receive the necessary appropriation from the Legislature 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 and b.
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 and dated 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 and dated copies of this Letter of Agreement and related certified copies of the authorizing municipal by-law(s), and 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 that the Municipality has consented to be bound by these terms.

Per: _____

Head of Council

Date: _____

July 28, 2009

Per: _____

Clerk or Authorized Delegate

Date: _____

July 28, 2009