Ministry of Transportation

Office of the Minister

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Ministère des Transports

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Ontario

MAR 1 2 2020

Mayor Duncan McPhail
Municipality of West Elgin
22413 Hoskins Line, PO Box 490
Rodney ON N0L 2C0

Dear Mayor McPhail:

RE: Dedicated Gas Tax Funds for Public Transportation Program

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This Letter of Agreement between the **Municipality of West Elgin** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2019/2020 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 are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **$31,172** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.

2. Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **$23,379**; and any remaining payment(s) will be provided thereafter.

3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas

tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.

4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.

5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.

6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.

7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2019/2020 Program year.

8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.

9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.

10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.

11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.

12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.

13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.

14. 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 print it, secure the required signatures for it, and then return a fully signed copy, in pdf format, to the following email account:

MTO-PGT@ontario.ca

Sincerely,

Caroline Mulroney

Caroline Mulroney
Minister of Transportation

I have read and understand the terms and conditions 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 and conditions.

Municipality

_____	_____
Date	Name (print): Title (head of council or authorized delegate): I have authority to bind the Municipality.
_____	_____
Date:	Name (print): Title (clerk or authorized delegate): I have authority to bind the Municipality.