

CANADA - ONTARIO - ASSOCIATION OF MUNICIPALITIES OF ONTARIO - CITY OF TORONTO
AMENDING AGREEMENT
FEDERAL GAS TAX AGREEMENT EXTENSION

**CANADA - ONTARIO - ASSOCIATION OF MUNICIPALITIES OF ONTARIO - CITY OF
TORONTO AGREEMENT ON THE TRANSFER OF FEDERAL GAS TAX REVENUES
FOR CITIES AND COMMUNITIES**

2005-2015

THIS AMENDING AGREEMENT made this 3rd day of SEP, 2008.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Canada")
represented by the Minister of Transport, Infrastructure and Communities

- and -

HER MAJESTY IN RIGHT OF THE PROVINCE OF ONTARIO, ("Ontario") represented
by the Minister of Municipal Affairs and Housing ("Provincial Minister")

- and -

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO ("AMO") represented by the
President

- and -

THE CITY OF TORONTO ("Toronto") represented by His Worship the Mayor of Toronto

WHEREAS Canada, Ontario, AMO and Toronto entered into an Agreement for the
Transfer of Federal Gas Tax Revenues on June 17, 2005 (*amended on June 20, 2007*)
("the Agreement");

WHEREAS Canada and Ontario have entered into an Infrastructure Framework
Agreement dated July 24, 2008 in respect of the Building Canada Plan;

WHEREAS the Building Canada plan includes a comprehensive and integrated suite of
infrastructure initiatives intended to augment infrastructure programming and
investments over the long term, including an extension of the Gas Tax Fund (GTF);

WHEREAS the Gas Tax Fund is a component of the Building Canada plan, providing
stable, predictable, and flexible funding to local governments;

WHEREAS the purpose of this amendment is to confirm municipalities' GTF allocations
to 2014, thereby allowing them to undertake long-term infrastructure planning;

WHEREAS the Agreement commits the Parties to complete a joint program evaluation
by March 2009;

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AND WHEREAS the Agreement indicates the Parties may elect to amend the Agreement, as appropriate, following the completion of the evaluation mentioned above;

NOW THEREFORE the Parties hereby agree as follows:

1. The **AGREEMENT** is amended as set out below.
2. Terms not defined in this Amending Agreement have the meanings assigned in the Agreement.
3. Part IV, Section 2(b) of the Agreement is deleted and replaced with the following:

Part IV, Section 2(b) Review

The Parties agree to consider amending the Agreement, taking into account the evaluation referenced in Part II Sections 2(j) and 3(g). Funds for 2010-2014 will be released only after Parties incorporate any amendments into the Agreement.

4. Part IV, Section 2(c) will be added:

Part IV, Section 2(c) Agreement Renewal

Once the Parties have incorporated any amendments into the Agreement as per Part IV, Section 2(b), Canada's total contribution for the benefit of Eligible Recipients in Ontario will be as follows:

Fiscal year	Canada's Contribution
2010-2011	\$746,765,000
2011-2012	\$746,765,000
2012-2013	\$746,765,000
2013-2014	\$746,765,000
TOTAL	\$2,987,060,000

- i) Canada's contribution to Ontario for the benefit of Unincorporated Areas will be as follows:

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Fiscal year	Canada's Contribution
2010-2011	\$2,110,386
2011-2012	\$2,110,386
2012-2013	\$2,110,386
2013-2014	\$2,110,386
TOTAL	\$8,441,544

ii) Canada's contribution to AMO for the benefit of Ontario Municipalities, excluding Toronto, will be as follows:

Fiscal year	Canada's Contribution
2010-2011	\$589,876,403
2011-2012	\$589,876,403
2012-2013	\$589,876,403
2013-2014	\$589,876,403
TOTAL	\$2,359,505,612

iii) Canada's contribution to Toronto will be as follows

Fiscal year	Canada's Contribution
2010-2011	\$154,778,211
2011-2012	\$154,778,211
2012-2013	\$154,778,211
2013-2014	\$154,778,211
TOTAL	\$619,112,844

5. Part IV, Section 2(d) will be added

Part IV, Section 2(d) Allocation 2010-2011 to 2013-2014

Canada, AMO and Toronto agree that the 2010-2011 to 2013-2014 allocation of Funds to all Ontario Municipalities will be based upon population, using 2006 National Census data made available by Statistics Canada and that:

- i) the formula for allocation of funds, from 2010-2011 to 2013-2014, to Ontario Municipalities, excluding Toronto, via AMO, is as detailed in Part II, Section 2 c) of the Agreement; and

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- ii) the funds provided by Canada from 2010-2011 to 2013-2014 for the benefit of Ontario's Unincorporated Areas will be allocated as detailed in Part II, Section 1 b) Delivery Mechanism and Use of Funds of the Agreement.

6. Part I Section 3(a) of the Agreement is deleted and replaced with the following:

Canada, AMO and Toronto agree that the allocation of Funds to all Ontario Municipalities, from 2005-2006 to 2009-2010, will be based upon population, using 2001 National Census data made available by Statistics Canada and that:

- i) the formula for allocation to Ontario Municipalities, excluding Toronto, via AMO, is as detailed in Part II, Section 2 c) of the Agreement; and
- ii) the specific allocation to Toronto is as detailed in Part II, Section 3 of the Agreement.

Canada is also providing \$5.8 million, from 2005-2006 to 2009-2010, for the benefit of Ontario's Unincorporated Areas as detailed in Part II, Section 1 of the Agreement.

7. This Amending Agreement is being executed on behalf of Toronto by the Mayor thereof, to be ratified as required by Toronto City Council.

8. All other terms and conditions of the Agreement remain the same.

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SIGNATURES

This Amending Agreement has been executed on behalf of Canada by the Minister of Transport, Infrastructure and Communities, on behalf of Ontario by the Minister of Municipal Affairs and Housing, on behalf of AMO by the President and on behalf of Toronto represented by the Mayor of Toronto

IN THE PRESENCE OF:

Original signed by:

WITNESS

IN THE PRESENCE OF:

Original signed by:

WITNESS

IN THE PRESENCE OF:

Original signed by:

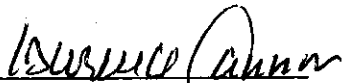
WITNESS

IN THE PRESENCE OF:

Original signed by:

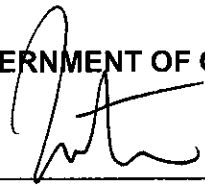
WITNESS

GOVERNMENT OF CANADA



Minister of Transport, Infrastructure and
Communities

GOVERNMENT OF ONTARIO



Minister of Municipal Affairs and Housing

**ASSOCIATION OF MUNICIPALITIES OF
ONTARIO**



President

CITY OF TORONTO



Mayor