

## **ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM TRANSFER PAYMENT AGREEMENT**

**THIS TRANSFER PAYMENT AGREEMENT** for the Ontario Municipal Commuter Cycling (OMCC) Program (the “**Agreement**”), made in quadruplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date**” as defined in section A1.2 (Definitions)).

### **B E T W E E N:**

**Her Majesty the Queen in right of Ontario**  
as represented by the Minister of Transportation for the Province of  
Ontario

(the “**Province**”)

- and -

**Town of Kingsville**

(the “**Recipient**”)

### **BACKGROUND**

The Province and the Recipient (the “**Parties**”) recognize that investment in commuter cycling infrastructure is a key component in Ontario's Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“**Projects**” and “**Eligible Projects List**” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project (“**Eligible Costs**” and “**Eligible Project**” as defined in section A1.2 (Definitions)), up to

the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

#### **1.1 Entire Agreement.** The Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Recipient Information
- Schedule "C" - Eligible Projects List and Timelines
  - Sub-schedule "C.1" - Eligible Projects List
- Schedule "D" - Description of Annual Allocations
  - Sub-schedule "D.1" - Table of Annual Allocations
  - Sub-schedule "D.2" - Form of Annual Declaration of OMCC Participation
- Schedule "E" - Eligible and Ineligible Costs
- Schedule "F" - Reporting and Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Certificates and Declarations
  - Sub-schedule "J.1" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate
  - Sub-schedule "J.2" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration
  - Sub-schedule "J.3" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion, and

any amending agreement entered into as provided for in section 4.1 (Amendments),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 CONFLICT OR INCONSISTENCY**

#### **2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

### **3.0 COUNTERPARTS**

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **4.0 AMENDING THE AGREEMENT**

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.
- 4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule “B” (Recipient Information).

### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
  - (a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Projects and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Projects; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO** as represented by the Minister of  
Transportation for the Province of Ontario

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Date

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Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

**Town of Kingsville**

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Date

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Name: **Mr. Nelson Santos**

Title: **Mayor**

I have authority to bind the Recipient.

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Date

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Name: **Mrs. Peggy Van Mierlo-West**

Title: **Chief Administrative Officer**

I have authority to bind the Recipient.