

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2022-59

**“A BY-LAW: TO AUTHORIZE CERTAIN NEW CAPITAL DRAINAGE WORKS OF
THE TOWNSHIP OF EDWARDSBURGH CARDINAL; AND
TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO ONTARIO
INFRASTRUCTURE AND LANDS CORPORATION (“OILC”) FOR FINANCING OF
NEW CAPITAL WORKS; AND
TO AUTHORIZE TEMPORARY BORROWING FROM OILC TO MEET
EXPENDITURES IN CONNECTION WITH ALL OF SUCH CAPITAL WORKS; AND
TO AUTHORIZE LONG-TERM BORROWING FOR SUCH CAPITAL WORKS
THROUGH THE ISSUE OF DEBENTURES TO OILC”**

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 9 gives the Municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 401(1) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt; and

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 408 (2.1) provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work; and

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal has passed bylaw 2022-22 enumerated in column (1) of Schedule “A” attached hereto and forming part of this bylaw authorizing the capital works described in column (2) of Schedule “A” (the New Capital Works) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A”, subject to each case to approval by OILC of the financing for such new capital works requested by the Corporation of the Township of Edwardsburgh Cardinal in the application as hereinafter defined; and

WHEREAS before authorizing the new capital works in accordance with section 4 of Ontario Regulation 403/02, the Treasurer calculated an updated limit in respect of its then most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing, and, on the basis of the authorized estimated expenditure for the new capital works, the Treasurer calculated the estimated annual amount payable in respect of the new capital works, as the case may be, and determined that the estimated annual amount payable in respect of the new capital works did not cause the Corporation of the Township of Edwardsburgh Cardinal to exceed the prior updated limit, and accordingly the approval of the Local Planning Appeal Tribunal pursuant to the Regulation, was not required before any such new capital works was authorized by the Council of the Corporation of the Township of Edwardsburgh Cardinal; and

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, subsection 405(1) provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work; and

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, subsection 401(1) of the Act provides that a municipality may incur debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt; and

WHEREAS the Municipal Act, 2001, S.O. 2001, as provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under Section 403 or 404 of the Act; and

WHEREAS the OILC has invited Ontario municipalities desirous of obtaining temporary or long-term debt financing in order to meet capital expenditures incurred on or after the year that is five years prior to the year of an application in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application of the form provided by OILC; and

WHEREAS OILC will notify the Corporation of the Township of Edwardsburgh Cardinal only if it accepts and approves the application; and

WHEREAS the Corporation of the Township of Edwardsburgh Cardinal has submitted an application to OILC for borrowing through the issue of debentures to OILC in respect of the new capital works and is deemed to be expedient to borrow money by the issue of amortizing debentures in the maximum amount of \$1,894,706.53; and

WHEREAS pursuant to OILC terms, OILC will provide temporary advances to the Corporation of the Township of Edwardsburgh Cardinal in respect of the new capital works projects;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Treasurer is hereby authorized to execute the application and submission to OILC for the financing of the new capital works by way of temporary borrowing from OILC, pending the issue of the debentures, in the maximum amount of \$1,894,706.53, substantially in the form of Schedule "B" hereto and forming part of this bylaw, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2. That the Mayor and Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Corporation of the Township of Edwardsburgh Cardinal a financing agreement with OILC that provides for temporary and long-term borrowing from OILC under the authority of this bylaw in respect of the new capital works on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
3. That the Mayor and Treasurer are hereby authorized, pending the substantial completion of each new capital works, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of each new capital work, as the case may be, on the terms and conditions provided in the financing agreement which financing agreement provides that the information contained in the record, as defined in the financing agreement, in respect of such temporary borrowings shall be deemed final, conclusive and

binding on the Corporation of the Township of Edwardsburgh Cardinal, and on such other terms and conditions as such authorized officials may agree; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the new capital works; provided that the amount of borrowings allocated to each new capital works does not exceed the related loan amount set out in column (4) of Schedule "A", in respect of such new capital works.

4. Subject to the terms and conditions of the financing agreement and such other terms and conditions as OILC may otherwise require, the Mayor and Treasurer are hereby authorized to long-term borrow for the capital works and to issue debentures to OILC on the terms and conditions provided in the financing agreement and on such other terms and conditions as such authorized officials may agree (the Debentures); provided that the principal amount of the debentures issued in respect to the capital work, as the case may be, does not exceed the authorized expenditure for such capital work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such capital work.
5. In accordance with the provisions of Section 25 of the Ontario Infrastructure and Lands Corporation Act, 2011, as amended from time to time hereafter, the Corporation of the Township of Edwardsburgh Cardinal is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Corporation of the Township of Edwardsburgh Cardinal, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Corporation of the Township of Edwardsburgh Cardinal, amounts not exceeding the amounts that the Township of Edwardsburgh Cardinal fails to pay to OILC under any outstanding indebtedness of the Corporation of the Township of Edwardsburgh Cardinal to OILC under any outstanding temporary borrowing and/or debentures, as the case may be and to pay such amounts to OILC from the consolidated revenue fund.
6. For the purposes of meeting the obligations, the Corporation of the Township of Edwardsburgh Cardinal shall provide for raising in each year as part of the general tax levy the amounts of principal and interest payable in each year under any outstanding temporary borrowing and/or debenture outstanding pursuant to the financing agreement, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a bylaw of any municipality.
- 7.a. That the Mayor and Treasurer are hereby authorized to enter into, execute and deliver the financing agreement, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Corporation of the Township of Edwardsburgh Cardinal in order to perform the obligations of the Corporation of the Township of Edwardsburgh Cardinal under the financing agreement, to request and receive any temporary borrowing and to issue the debentures, and the Treasurer and/or Clerk is authorized to affix the Corporation of the Township of Edwardsburgh Cardinal's municipal seal to any such documents and papers.
- 7.b. The money realized in respect of any temporary borrowing for the new capital works and the debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to any such temporary borrowing and to the issue of the debenture, shall be apportioned and applied to the respective new capital works and to no other purpose except as permitted by the Act.
8. That bylaw 2022-49 and its Schedules is hereby repealed in its entirety.
9. That this bylaw shall come into force and take effect on the date of passing.

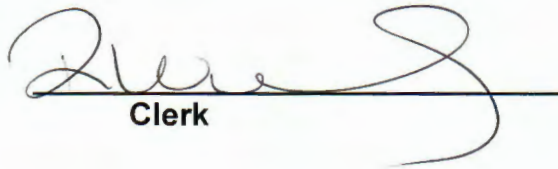
Read a first and second time in open Council this 26 day of September, 2022.

Read a third and final time, passed, signed and sealed in open Council this 26 day of September, 2022.

Mayor

A handwritten signature in black ink, appearing to read "Maylan", written over a horizontal line.

Clerk

A handwritten signature in black ink, written in a cursive style over a horizontal line.

Schedule "A"
Bylaw 2022-59

Bylaw – New Capital Works	Description of New Capital Works	Estimated Expenditure	Loan Amount
2022-22	Capital costs in connection with the construction of the new Spencerville and Johnstown Drainage	\$3,536,457.53	\$1,894,706.53

Schedule "B"
Bylaw 2022-59

OILC Application

Financing Agreement

Single-Tier Financing Agreement No. 1751
Program Year: 2022
Long and Short Term Single-tier/County/Region's purposes

FINANCING AGREEMENT

THIS AGREEMENT (the "**Agreement**"), made in duplicate, dated and effective as of the 13th day of October, 2022.

BETWEEN: ONTARIO INFRASTRUCTURE AND LANDS CORPORATION
(hereinafter referred to as "**OILC**");

And

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL (hereinafter referred to as the "**Municipality**")

WHEREAS:

OILC has advised the Municipality that its loan application 746, (the "**Application**"), has been approved;

OILC agrees to make financing available to the Municipality up to a maximum aggregate principal amount of \$1,894,706.53 (ONE MILLION EIGHT HUNDRED NINETY FOUR THOUSAND SEVEN HUNDRED SIX DOLLARS AND FIFTY-THREE CENTS) (the "**Committed Amount**") for the project(s) listed in the Application and more particularly described in Schedule "A" hereto (each, a "**Project**"), subject to the terms and conditions set out in this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the parties, the Municipality and OILC hereby agree as follows:

1. Definitions. In this Agreement:

- (a) "**Act**" means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time.
- (b) "**Advance**" means the advance of funds on a temporary basis to meet expenditures made in connection with a Project to be financed in whole or in part by the issue of debentures in accordance with this Agreement.
- (c) "**Agreement**" means the agreement constituted by this agreement including all schedules attached hereto and referenced documents, as the same may be amended, restated, supplemented, replaced, otherwise modified or terminated from time to time. Terms such as "hereof", "herein" and "hereto" refer to this Agreement.
- (d) "**Applicable Law**" means the laws of the Province of Ontario and the federal laws of Canada applicable therein, including but not limited to, the *Environmental*

Assessment Act, 1990 (Ontario), as it may be amended or replaced from time to time.

- (e) **"Business Day"** means a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed.
- (f) **"Committed Amount"** has the meaning given to it in the second recital hereof; and when used in reference to a particular Project, "Committed Amount" means the portion of the Committed Amount allocated to such Project in Schedule "A" hereto.
- (g) **"Debenture"** means any debenture issued by the Municipality in accordance with this Agreement.
- (h) **"Debenture Project"** means the Project designated in writing to OILC pursuant to paragraph 10(d) hereof as the Project to be long-term financed pursuant to the relevant Debenture.
- (i) **"Interest Period"** for an Advance means: (i) initially, the period from and including the date of the Advance to but not including the next following "Reset Date" (as defined in paragraph 8(a) hereof); and (ii) subsequently, each period from and including a Reset Date to but not including the next following Reset Date.
- (j) **"Issue Date"** for a Debenture means the date on which the Debenture is issued.
- (k) **"Maturity Date"** has the meaning given to it in paragraph 10(a) hereof.
- (l) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (m) **"Obligations"** means all Advances outstanding from time to time evidenced by the Record pursuant to this Agreement and any unpaid interest thereon.
- (n) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.
- (o) **"Open Data"** means data that is required to be released to the public pursuant to the Open Data Directive.

- (p) **"Open Data Directive"** means the Ontario government's Management Board of Cabinet's Open Data Directive, dated April, 2016, as amended from time to time.
- (q) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the Reference Banks as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (r) **"Principal Amount"** of an interest-bearing Debenture means the amount stated to be payable by the maturity date of the Debenture, exclusive of any interest.
- (s) **"Record"** has the meaning given to it in paragraph 5 hereof.
- (t) **"Reference Banks"** means Royal Bank of Canada, Canadian Imperial Bank of Commerce, The Bank of Nova Scotia, Bank of Montreal and The Toronto-Dominion Bank.
- (u) **"Related Advance"** means the amount of an Advance designated in writing to OILC pursuant to paragraph 10(d) hereof to be repaid by the proceeds of the relevant Debenture.
- (v) **"Substantial Completion"** means the time at which the Project is ready for use or is being used for the purpose intended and is so certified by an architect, engineer or equivalent entity licensed to practice in the Province of Ontario.
- (w) **"Termination Date"** has the meaning given to it in paragraph 12 hereof.

2. Representations and Warranties

The Municipality represents and warrants to OILC that:

- (a) the information contained in the Application, to the extent that it relates to the Municipality or the Project(s), is true and correct in all material respects;
- (b) the financing applied for in the Application relates only to expenditures in respect of the Project(s) that were actually or will be made by the Municipality on or after the year that is five years prior to the year of this Agreement and that will be made prior to the date of any Advance;
- (c) long-term financing for the Project(s) by way of one or more Debentures to be issued to OILC, short term temporary financing for the Project(s) by way of one or more Advances to the Municipality from time to time, and the entering into of this Agreement have been approved by the Municipality by by-law duly passed by the Council of the Municipality in full compliance with the Act and the regulations made thereunder and more particularly described in Schedule "B" hereto (the **"Authorizing By-law"**);

- (d) the principal amount of financing allocated to each Project in the Authorizing By-law does not exceed the expenditures approved by the Municipality in respect of such Project;
- (e) the Municipality is not subject to any restructuring order under Part V of the Act and accordingly, no approval of the Project(s) or the borrowings applied for in the Application is required to be given by any transition board or commission appointed in respect of the restructuring of the Municipality; furthermore, the Municipality undertakes to notify OILC if it becomes subject to any restructuring order under Part V of the Act;
- (f) the Municipality is not currently in default under any debentures and undertakes to immediately inform OILC if it is in default under any such financial obligations at any time; and
- (g) the Municipality is in compliance in all material respects with all Applicable Law as it relates to the Project(s).

3. Use of Proceeds

- (a) The Municipality covenants and agrees that:
 - (i) the proceeds of all Advances shall be applied only to capital expenditures actually made by the Municipality in respect of hard and soft capital costs on or after the year that is five years prior to the year of this Agreement so long as such costs are directly related to the Project(s) and not to any other purpose;
 - (ii) the proceeds of each Debenture shall be immediately applied only to the following:
 - (1) repayment of Advances in respect of the Debenture Project(s), as more particularly set out in paragraph 10 below; or
 - (2) capital expenditures in respect of hard and soft capital costs actually made or to be made if OILC in its sole discretion has agreed to purchase a Debenture prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Project(s), by the Municipality on or after the year that is five years prior to the year of this Agreement so long as such costs are directly related to the Project(s) in respect of which the Debenture is being issued; and
 - (3) legal costs and expenses directly related to the issue of such Debenture;

and not to any other purpose.

- (b) For greater certainty, OILC is not responsible for ensuring that the proceeds of Advances and Debentures are in fact used in the manner specified in paragraph 3(a) above.

4. **Project Expenditure Requirements**

The Municipality shall not request an Advance in respect of a Project hereunder unless expenditures in an amount no less than the amount of the Advance to be allocated to such Project have actually been made by the Municipality prior to the date of such request, subject to the right of OILC to waive this requirement at its sole discretion.

5. **Evidence of Advances – Record**

Each Advance hereunder, the date or dates it was made, and all other indebtedness, liabilities and obligations of the Municipality to OILC in respect of such Advance and accrued interest thereon, fees in respect thereof and other amounts payable under this Agreement shall be evidenced by entries recorded by OILC in its records which may be kept in electronic form as the term "electronic" is defined in the *Electronic Commerce Act, 2000*, at the sole discretion of OILC (the "Record"), which Record may include the amounts paid by the Municipality from time to time under this Agreement on account of an Advance, interest and other amounts and the date of each such payment, and each entry recorded by OILC in the Record shall constitute *prima facie* evidence of the accuracy of the information so recorded. The Municipality acknowledges, confirms and agrees that the information contained in the Record in respect of Advances made hereunder shall be deemed final, conclusive and binding upon the Municipality, absent manifest error; provided, however, that the failure of OILC to make any entry or recording in the Record shall not limit or otherwise affect the Obligations of the Municipality under this Agreement or with respect to any Advance, interest, fees or other amounts owed by the Municipality to OILC under this Agreement.

6. **Procedure for Obtaining Advances**

- (a) The Municipality may request an Advance to be paid on either the first (1st) or the fifteenth (15th) day of any calendar month or the first (1st) Business Day following such date if such date is not a Business Day (the relevant date is defined as the "**Advance Date**") by delivering to OILC at the address shown on Schedule "C" hereto no later than five (5) Business Days prior to the Advance Date on which the Advance is required, by courier, email or fax, a certificate of the Treasurer of the Municipality in the form to be provided by OILC in respect of the Advance so requested (a "**Treasurer's Certificate**").
- (b) The principal amount of all Advances shall be delivered to the Municipality by electronic transfer of funds to an account of the Municipality maintained with a

deposit-taking institution, such account to be designated by the execution and delivery of a notice in writing to OILC in the applicable form of the attached Schedule "D" to this Agreement and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of such transfers.

7. Conditions Precedent to Advances and Debenture Purchases

(a) OILC shall not make any Advance until each of the following conditions precedent has been satisfied:

- (i) OILC has received a Treasurer's Certificate in respect of the Advance requested;
- (ii) any issues that were raised in any audit conducted under paragraph 16 (a) hereof have been resolved to the satisfaction of OILC in its sole discretion and/or OILC has not required an audit under paragraph 16 (a) hereof or no such audit is ongoing;
- (iii) the amount of the requested Advance when added to the aggregate amount of all Advances then outstanding in respect of a Project, does not exceed the Committed Amount for that Project;
- (iv) the representations and warranties of the Municipality set out in paragraph 2 hereof are true and correct as at the date of the Advance, as evidenced by the Treasurer's Certificate;
- (v) the Municipality is not in material default of any of its obligations under this Agreement as at the date of the Advance, as evidenced by the Treasurer's Certificate;
- (vi) none of the events specified in paragraph 12(c) hereof have occurred and are continuing;
- (vii) expenditures on the Project(s) for which the Advance is requested have been made in accordance with paragraph 4 hereof, as evidenced by the Treasurer's Certificate; and
- (viii) at OILC's sole discretion, an Advance requested when added to the aggregate amount of all Advances then outstanding does not exceed the quarterly advance requests as noted in Schedule "A" hereto.

(b) OILC shall not be obligated to purchase any Debenture until each of the following conditions precedent, has been satisfied, in which case OILC may purchase any Debentures in accordance with paragraphs 9 and 10 hereof:

- (i) OILC has received a Treasurer's Certificate, dated as of the Issue Date ("**Debenture Treasurer's Certificate**");

- (ii) OILC has received a legal opinion from the Municipality's external legal counsel, dated as of the Issue Date, addressed to OILC and in form and substance satisfactory to OILC;
- (iii) the purchase price for any Debenture, when added to the aggregate principal amount of Debentures then outstanding in respect of a Project, does not exceed the Committed Amount for that Project;
- (iv) the representations and warranties of the Municipality set out in paragraph 2 hereof are true and correct as at the date of the request to purchase a Debenture, as evidenced by the Debenture Treasurer's Certificate;
- (v) the Municipality is not in material default of any of its obligations under this Agreement as at the Issue Date, as evidenced by the Debenture Treasurer's Certificate;
- (vi) any issues that were raised in any audit conducted under paragraph 16 (a) hereof have been resolved to the satisfaction of OILC in its sole discretion and/or OILC has not required an audit under paragraph 16 (a) hereof or such audit is not ongoing;
- (vii) none of the events specified in paragraph 12(c) hereof have occurred and are continuing; and
- (viii) expenditures on the Project(s) for which the purchase of a Debenture is requested have been made or will be made in an amount that does not exceed the Committed Amount for such Project(s), if OILC, in its sole discretion, has agreed to purchase a Debenture prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Project(s), as evidenced by the Debenture Treasurer's Certificate.

8. Interest on Advances

- (a) Each Advance, including the Advance for the initial Interest Period, shall bear interest from and including the date of such Advance to but excluding the date of repayment or satisfaction, at a floating rate per annum as determined by OILC based on OILC's cost of funds plus OILC's prevailing spread assigned to the borrower sector for program delivery costs and risks (the "**Advance Interest Rate**"). The Advance Interest Rate for an Advance for the initial Interest Period shall be determined on, and shall bear interest from, the date of the Advance to, but not including, the next following Reset Date (as hereafter defined). The Advance Interest Rate for each subsequent Interest Period shall be determined on the first (1st) Business Day of each calendar month (each such Business Day, a "**Reset Date**") for the following Interest Period and will be effective on the Reset Date, which Advance Interest Rate, as so reset, shall apply to the Advance for such Interest Period until reset again.

- (b) Interest accrued during an Interest Period on the principal balance of an Advance outstanding during such Interest Period shall be payable in arrears on the first Business Day of the calendar month following the Interest Period in an amount equal to the product of the Advance Interest Rate in effect during such Interest Period and the principal balance of the Advance outstanding as at the Reset Date for such Interest Period, or in the case of an initial Interest Period the principal balance outstanding on the date of the Advance, multiplied by a fraction, the numerator of which is the number of days in the Interest Period and the denominator of which is 365 or 366 as appropriate.
- (c) Payments of interest shall be made by pre-authorized debit from an account of the Municipality maintained with a deposit-taking institution, such account to be designated by the execution and delivery of a notice in writing to OILC in the form of the attached Schedule "D" to this Agreement, together with such other authorizations, voided cheques and other documentation as the deposit-taking institution and the rules of the Canadian Payments Association may require for such pre-authorized debit, and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of pre-authorized debits.
- (d) The Municipality shall pay to OILC interest on any overdue amount of principal or interest in respect of any Advance, both before and after demand, default, maturity and judgment, at a rate per annum equal to the Prime Rate plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue, and the Municipality shall pay to OILC any and all costs and losses incurred by OILC as a result of the payment having been overdue.
- (e) For purposes of disclosure pursuant to the *Interest Act* (Canada), the yearly rate of interest which is equivalent to a rate of interest payable in respect of the principal amount of any Advance for any period of less than a year may be determined by multiplying the rate of interest for such period by a fraction, the numerator of which is the actual number of days in a year commencing on and including the first day in such period and ending on but excluding the corresponding day in the next calendar year and the denominator of which is the actual number of days in such period.

9. Purchase of Debentures

- (a) Provided that the Municipality is not in default under this Agreement, that all of the conditions precedent listed in paragraph 7 hereof have been satisfied and that none of the events specified in paragraph 12(c) hereof have occurred and are continuing, and upon satisfaction of such other usual and customary conditions precedent as OILC and its legal counsel may reasonably require, and subject to paragraph 10 hereof, OILC agrees to purchase Debentures from the Municipality on the Issue Date being the first (1st) or fifteenth (15th) day or the next following Business Day of a calendar month as noted on the attached Schedule "A" or at a time or times to be determined at the sole discretion of OILC, on or prior to the

Termination Date provided that the Principal Amount of the Debentures that OILC proposes to purchase, when added to the aggregate Principal Amount of all outstanding Debentures and the aggregate amount of all outstanding Advances, will not exceed the Committed Amount and subject to the detailed Debenture purchase process to be provided to the Municipality.

- (b) Notwithstanding anything in this Agreement, the Municipality hereby irrevocably offers to issue Debentures in the amount of the Obligations that relate to the Debenture Project(s) subject to the terms and conditions as described herein, on or before the earlier of the following two dates: (i) the earliest Maturity Date of the outstanding Advances for the Debenture Project(s) and (ii) a date that is within one hundred and twenty (120) days of Substantial Completion of such Debenture Project(s). OILC's acceptance of this offer will constitute an irrevocable agreement between the Municipality and OILC for the Municipality to issue and offer to sell to OILC such Debentures on the terms and conditions hereof. In the event that the Municipality fails to complete the issuance of Debentures on the terms as described herein on the earlier of the two dates described above in this paragraph 9(b), thereafter the Advance Interest Rate shall increase to the Prime Rate.
- (c) The purchase price for any Debentures purchased in accordance with paragraph 9(a) above shall be satisfied by virtue of, and to the extent of, the satisfaction of the Obligations in respect of the Related Advances that relate to the Debenture Project(s) effected by such issuance pursuant to paragraph 10(f) hereof. Satisfaction of such purchase price by such means shall be deemed to be equivalent for all purposes, including without limitation the purposes of subsection 413(1) of the Act, to the receipt by the Municipality from OILC of an amount of money equal to the amount of the Obligations so satisfied. If such purchase price exceeds the amount of the Obligations so satisfied, OILC shall pay such excess to the Municipality in immediately available funds upon the issue of the Debentures.
- (d) If OILC agrees to purchase Debenture(s) from the Municipality prior to making any Advance to the Municipality or prior to the expenditure of all or any portion of the Committed Amount on the Project(s), the Municipality agrees that it will submit to OILC an annual Treasurer's Report, in the form to be provided by OILC, verifying that the proceeds of such Debenture(s) have not been used for any purpose other than in accordance with paragraph 3(a) hereof during the relevant period. The first such report shall be due on the first anniversary of the purchase of the Debenture(s) by OILC and subsequent reports shall be due annually thereafter on subsequent anniversaries until such time as all the proceeds of such Debenture(s) have been expended.
- (e) The purchase price for Debentures, less any outstanding Obligations in respect of the Related Advance(s), shall be tendered to the Municipality by electronic transfer of funds to an account of the Municipality maintained with a deposit-taking institution, such account to be designated by the execution and delivery of a notice in writing to OILC in the form of the attached Schedule "D" to this Agreement and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of such transfers.

10. Issue of Debentures and Repayment of Advances

- (a) Subject to the Municipality's right to prepay as set out in paragraph 10 (c) below, each Advance shall be due and payable in full on the earlier of the Termination Date or the Issue Date for the Project(s) for which the Advance was made (the "**Maturity Date**"), subject to OILC's right to extend the Maturity Date in its sole discretion. The Municipality shall repay each Advance on the Maturity Date by:
 - (i) paying an amount equal to the Advance and any unpaid interest thereon to OILC in immediately available funds;
 - (ii) converting the Advance into long-term financing by issuing to OILC one or more Debentures in a principal amount at least equal to the Advance to be repaid; or
 - (iii) any combination of (i) and (ii).
- (b) The Municipality shall notify OILC of its intention to issue and offer Debenture(s) for purchase by OILC sixty (60) days in advance of the Issue Date as noted on Schedule "A" hereto. If the Debenture(s) are not offered for purchase on such date the Municipality shall propose another Issue Date subject to OILC's rights under paragraph 9(a) hereof and subject to OILC's right to reject the new Issue Date.
- (c) An Advance may be prepaid at any time prior to its Maturity Date at the sole discretion of OILC and subject to such terms and conditions as may be imposed at OILC's sole discretion. The principal amount of any such repaid Advance cannot be subsequently borrowed by the Municipality.
- (d) If one or more Debentures are to be issued to OILC on the same Issue Date in a Principal Amount that is less than the aggregate amount of the Obligations then outstanding, then prior to the issue of any such Debenture(s), the Municipality shall designate by notice in writing to OILC the Project or Projects (each, a "**Debenture Project**") in respect of which the Debenture(s) will be issued, and the Advances that will be repaid by the proceeds of such issue (the "**Related Advances**") and the portion of the Principal Amount of the Debenture(s) that relates to each such Debenture Project.
- (e) OILC is not responsible for ensuring that the proceeds of any Debenture are in fact used for the Debenture Project(s) designated as such by the Municipality pursuant to paragraph 10(d) above or that any Advance designated as a Related Advance by the Municipality in fact relates to the Debenture Project(s) designated as such by the Municipality pursuant to paragraph 10(d) above.
- (f) The proceeds realized from the sale and issuance of Debentures shall satisfy an amount of the Obligations in respect of the Related Advance(s) then outstanding to the extent of the aggregate Principal Amount of such issuance. If such aggregate Principal Amount is less than the amount of the Obligations in respect of the Related Advance(s) then outstanding, then the Related Advance(s) shall be repaid to the extent of such aggregate Principal Amount.

- (g) The interest rate for each Debenture (the "**Debenture Interest Rate**") shall be fixed by OILC based on OILC's cost of funds plus OILC's prevailing spread assigned to the borrower sector for program delivery costs and risks. A rate confirmation letter shall be sent to the Municipality by OILC confirming the Debenture Interest Rate to be offered for the Debenture and the Municipality's written acceptance of such letter shall be conclusive proof of acceptance of the Debenture Interest Rate offered.
- (h) Payments of principal and interest due on each Debenture shall be made by pre-authorized debit from an account of the Municipality maintained with a deposit-taking institution, such account to be designated by the execution and delivery of a notice in writing to OILC in the form of the attached Schedule "D" to this Agreement, together with such other authorizations, voided cheques and other documentation as the deposit-taking institution and the rules of the Canadian Payments Association may require for such pre-authorized debit, and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of pre-authorized debits.

11. Right of Deduction

The Municipality hereby agrees, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (Ontario), as amended from time to time hereafter, that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay to OILC on account of the Obligations and/or any Debenture(s) and to pay such amounts to OILC from the Consolidated Revenue Fund.

12. Term, Termination and Default

- (a) Subject to paragraphs 12(b) and 12(c) below, this Agreement shall terminate on the earlier of the fifth (5th) anniversary of the effective date of this Agreement as recorded on page 1 hereof and the later of the following two dates: (i) the date that is ten (10) Business Days following the date on which the last Obligations outstanding hereunder are paid in full; and (ii) the date that is ten (10) Business Days following the date of the purchase by OILC of the last Debenture to be issued pursuant to this Agreement (the "**Termination Date**"). In the event that this Agreement is terminated in accordance with paragraphs 12(b) or 12(c) below, before any of the dates described above in this paragraph 12(a) occur, the "**Termination Date**" means that earlier date on which this Agreement is terminated under paragraph 12(b) or 12(c) below.
- (b) Subject to OILC's right to terminate its obligations under this Agreement immediately pursuant to paragraph 12(c) below, OILC may terminate its obligations under this Agreement on thirty (30) days prior notice in writing to the Municipality if, in the reasonable opinion of OILC, the Municipality is in material

default under this Agreement, or if OILC rejects a new Issue Date pursuant to paragraph 10(b) hereof.

- (c) Subject to paragraph 12(d) below, OILC may terminate any or all of its obligations under this Agreement immediately,

- (i) if the Municipality:

- (1) fails to make one or more payments of interest in respect of any Advance within five (5) Business Days after the same becomes due and payable;
- (2) reaches or exceeds its updated debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing;
- (3) has failed to meet and pay any of its obligations under any debenture issued by the Municipality or interest thereon when due and after payment thereof has been duly demanded;
- (4) has failed to meet and pay any of its debts or liabilities when due and such default in payment is occasioned by financial difficulties affecting the Municipality;
- (5) has or may become involved in financial difficulties such that default or unusual difficulty in meeting debts or obligations or in providing adequate funds to meet current expenditures may ensue, or has failed to levy the necessary rates to meet current expenditures; or
- (6) uses the proceeds of any Advance or the proceeds of any Debenture for any purpose other than the purposes set out in paragraph 3(a) hereof;

- (ii) if the Local Planning Appeal Tribunal makes an order under section 21 of the *Municipal Affairs Act* (Ontario), as amended, or any successor legislation to vest in the Ministry of Municipal Affairs and Housing control and charge over the administration of all the affairs of the Municipality as set forth in the order; or

- (iii) if issues raised in an audit required under paragraph 16(a) hereof have not been resolved to OILC's satisfaction within a reasonable time after the Municipality has been notified of such issues;

- (d) If OILC elects to terminate its obligations under this Agreement pursuant to paragraph 12(c) hereof, it shall give notice in writing of such termination to the Municipality, specifying the reason for such termination. Upon delivery of such notice OILC shall have no further obligation to make any Advances or to purchase any Debentures hereunder. In such notice OILC may also declare all Obligations outstanding hereunder and in respect of any Advance to be immediately due and payable, whereupon such Obligations shall become immediately due and payable;

and in addition to any rights or remedies that OILC may have at law or in equity to enforce such Obligations, OILC may request that the Minister of Finance exercise the authority described in paragraph 11.

- (e) If OILC elects to terminate its obligations under this Agreement in accordance with paragraphs 12(b) or 12(c) above, after the Municipality has issued one or more Debentures, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

13. Communications Requirements

- (a) OILC and the Municipality shall work together to ensure that OILC financing of the Project(s) receives recognition and prominence through agreed upon communications activities. An example of such activity could include signage at each Project site signifying Government of Ontario project financing.
- (b) OILC reserves the right to undertake its own communications activities in relation to OILC financing of the Project(s) at any time in its sole discretion and at its expense.
- (c) All joint communications activities between the Municipality and OILC shall comply with the Government of Ontario's Visual Identity Directive and guidelines.

14. Project Management Requirements

Intentionally Deleted

15. Indemnity

To the fullest extent permitted by law, the Municipality shall indemnify and hold harmless OILC, its officers, directors, agents, subcontractors and employees (collectively, the "**Indemnified Parties**") from and against all (a) claims and causes of action, pending or threatened, of any kind (whether based in contract, tort or otherwise) by third parties or by whomever made in any way related to or arising out of this Agreement or the Project(s), and (b) all liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by any of the Indemnified Parties in connection with any claims or causes of action described in this paragraph. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement.

16. General Provisions

- (a) (i) OILC reserves the right to audit compliance with this Agreement at any time. Such right shall survive any termination of this Agreement. The cost of any such audit shall be at OILC's or the Municipality's expense at OILC's sole discretion. The Municipality is required to keep any supporting documents required for any such audit for a minimum of seven (7) years.
- (ii) The Municipality's obligation to provide an annual Treasurer's Report as described in paragraph 9(d) hereof shall survive any termination of this Agreement.
- (b) No amendment, restatement, supplement, replacement, other modification or termination of any provision of this Agreement is binding unless it is in writing and signed by each party.
- (c) The Municipality may not assign its rights or transfer its obligations under this Agreement without the prior written consent of OILC. OILC may assign its rights or transfer its obligations under this Agreement without the prior written consent of the Municipality by giving thirty (30) days notice of such assignment or transfer to the Municipality. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.
- (d) This Agreement, together with the Schedules, the Application, the Record, the Treasurer's Certificate, the Debenture Treasurer's Certificate, the annual Treasurer's Report and the Debenture(s), constitute the entire agreement between the parties with respect to the subject matter referenced in those documents and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral.
- (e) Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement.
- (f) The Municipality acknowledges that OILC is an institution to which the *Freedom of Information and Protection of Privacy Act* (Ontario) ("**FIPPA**") applies and in the event of an access request under FIPPA for records in the control of OILC that may be in the possession of the Municipality, the Municipality will co-operate in identifying, copying and returning such records to OILC. OILC agrees that if it collects or receives Personal Information (as such term is defined in FIPPA) it will only do so, and it will only use, disclose or destroy such information, in accordance with the provisions of FIPPA relating to Personal Information in the custody or control of OILC to which FIPPA applies.
- (g) The Municipality acknowledges that this Agreement is subject to the Open Data Directive and OILC retains the right to publish Open Data.
- (h) Any failure of OILC to object to or take action with respect to a breach of this Agreement shall not constitute a waiver of OILC's right to take action at a later date with respect to such breach. No course of conduct by OILC will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and OILC's rights hereunder.

- (i) This Agreement is governed by, and shall be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
- (j) This Agreement and any amendment, restatement, supplement, replacement, other modification or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.
- (k) Each party may deliver an executed copy of this Agreement by fax or by email but that party shall immediately deliver to the other party an originally executed copy of this Agreement.
- (l) Unless otherwise specified, each notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by email or fax to the municipal address, the email address or the fax number set out in Schedule "C".
- (m) If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:
 - (i) the legality, validity or enforceability of the remaining provisions of this Agreement; or
 - (ii) the legality, validity or enforceability of that provision in any other jurisdiction.

[the remainder of this page has intentionally been left blank]

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first above written.

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION

per:  _____

Christine Tekker
Senior Vice President, Lending

per: _____

Olena Selemeneva
Vice President, Credit Risk Management

We have the authority to bind the corporation

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

per:  _____

Patrick Sayeau, Mayor

per:  _____

Melanie Stubbs, Treasurer

We have the authority to bind the corporation

Executed by the above parties as authorized by By-Law 2022-59 of the Municipality.

SCHEDULE "A"
FINANCING SCHEDULE

Financing Schedule

Program Year: 2022/2023

Organization Name: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Date: October 13, 2022

Approved Loan Amount: \$1,894,706.53

Please review, complete areas where indicated, sign, date and return the form to OILC. The following information will be incorporated into the OILC Financing Agreement.

The following lists the project information outlined in your application. Please verify that the project details are correct. You may amend the project completion dates or the total project cost if this information has changed since the application was submitted. Transfers between projects or categories are at OILC's discretion and require pre-approval.

A Project Details

Project Information					Financing Information					
<u>Project ID</u>	<u>Project Name</u>	<u>Category</u>	<u>Start Date</u> (mm/dd/yyyy)	<u>Completion Date</u> (mm/dd/yyyy)	<u>Total Project Cost</u>	<u>OILC Loan Amount</u>	<u>Term</u>	<u>Type</u>	<u>Requested Date of debenture*</u> (mm/dd/yyyy)	<u>Revised Date of Debenture</u> (mm/dd/yyyy)
1	Spencerville Storm Water Management Project	MOI	07/04/2022	12/31/2022	\$1,429,835.45	\$833,726.45	20 y	Amortizing	12/01/2022	
2	Johnstown Storm Water Management Project	MOI	09/05/2022	12/31/2023	\$2,106,622.08	\$1,060,980.08	20 y	Amortizing	12/01/2022	
					\$3,536,457.53	\$1,894,706.53				

*Please note, debentures are to be purchased after expenditures have been incurred. Please review and adjust the Date of Debenture if required ensuring adequate time for the debenture purchase. For further clarifications or questions, please contact Jennifer Tang, Manager – Loan Administration at 416-314-5363.

Financing Schedule

Program Year: 2022/2023

Date: October 13, 2022

Organization Name: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Approved Loan Amount: \$1,894,706.53

B. Construction Financing Quarterly Forecast

If you wish to participate in the construction loan program, please indicate the amount of construction financing you require per fiscal quarter and per debenture. A reminder that OILC provides construction advances based on incurred project expenditures, unless prior approval has been sought.

<u>Project ID</u>	<u>OCT-DEC</u> <u>2022</u>	<u>JAN-MAR</u> <u>2023</u>	<u>APR-JUN</u> <u>2023</u>	<u>JUL-SEP</u> <u>2023</u>	<u>OCT-DEC</u> <u>2023</u>	<u>JAN-MAR</u> <u>2024</u>	<u>APR-JUN</u> <u>2024</u>	<u>JUL-SEP</u> <u>2024</u>	<u>OCT-DEC</u> <u>2024</u>	<u>JAN-MAR</u> <u>2025</u>
1	\$833,726.53									
2	\$250,000	\$400,000	\$410,980.98							

<u>Project ID</u>	<u>APR-JUN</u> <u>2025</u>	<u>JUL-SEP</u> <u>2025</u>	<u>OCT-DEC</u> <u>2025</u>	<u>JAN-MAR</u> <u>2026</u>	<u>APR-JUN</u> <u>2026</u>	<u>JUL-SEP</u> <u>2026</u>	<u>OCT-DEC</u> <u>2026</u>	<u>JAN-MAR</u> <u>2027</u>	<u>APR-JUN</u> <u>2027</u>	<u>JUL-SEP</u> <u>2027</u>
1										
2										

Ontario Infrastructure and Lands Corporation

Financing Schedule

Program Year: 2022/2023
Date: October 13, 2022

Organization Name: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
Approved Loan Amount: \$1,894,706.53

C. Authorization

I agree that these are the terms for the OILC loan. I understand that OILC will use this information to draft the Financing Agreement.

Melanie Stubbs
Treasurer
PRINT NAME

Melanie Stubbs
Signature

Oct 26, 2022
Date

DIRECTIONS: Please mail or courier the original signed Financing Schedule to OILC, 1 Dundas Street West, 20th Floor, Toronto, ON M5G 2L5

SCHEDULE "B"

CERTIFIED COPY OF AUTHORIZING BY-LAW

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2022-59

**"A BY-LAW: TO AUTHORIZE CERTAIN NEW CAPITAL DRAINAGE WORKS OF
THE TOWNSHIP OF EDWARDSBURGH CARDINAL; AND
TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO ONTARIO
INFRASTRUCTURE AND LANDS CORPORATION ("OILC") FOR FINANCING OF
NEW CAPITAL WORKS; AND
TO AUTHORIZE TEMPORARY BORROWING FROM OILC TO MEET
EXPENDITURES IN CONNECTION WITH ALL OF SUCH CAPITAL WORKS; AND
TO AUTHORIZE LONG-TERM BORROWING FOR SUCH CAPITAL WORKS
THROUGH THE ISSUE OF DEBENTURES TO OILC"**

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 9 gives the Municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 401(1) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt; and

WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, Section 408 (2.1) provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work; and

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal has passed bylaw 2022-22 enumerated in column (1) of Schedule "A" attached hereto and forming part of this bylaw authorizing the capital works described in column (2) of Schedule "A" (the New Capital Works) in the amount of the respective estimated expenditure set out in column (3) of Schedule "A", subject to each case to approval by OILC of the financing for such new capital works requested by the Corporation of the Township of Edwardsburgh Cardinal in the application as hereinafter defined; and

WHEREAS before authorizing the new capital works in accordance with section 4 of Ontario Regulation 403/02, the Treasurer calculated an updated limit in respect of its then most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing, and, on the basis of the authorized estimated expenditure for the new capital works, the Treasurer calculated the estimated annual amount payable in respect of the new capital works, as the case may be, and determined that the estimated annual amount payable in respect of the new capital works did not cause the Corporation of the Township of Edwardsburgh Cardinal to exceed the prior updated limit, and accordingly the approval of the Local Planning Appeal Tribunal pursuant to the Regulation, was not required before any such new capital works was authorized by the Council of the Corporation of the Township of Edwardsburgh Cardinal; and

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, subsection 405(1) provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work; and

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, subsection 401(1) of the Act provides that a municipality may incur debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt; and

WHEREAS the Municipal Act, 2001, S.O. 2001, as provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under Section 403 or 404 of the Act; and

WHEREAS the OILC has invited Ontario municipalities desirous of obtaining temporary or long-term debt financing in order to meet capital expenditures incurred on or after the year that is five years prior to the year of an application in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application of the form provided by OILC; and

WHEREAS OILC will notify the Corporation of the Township of Edwardsburgh Cardinal only if it accepts and approves the application; and

WHEREAS the Corporation of the Township of Edwardsburgh Cardinal has submitted an application to OILC for borrowing through the issue of debentures to OILC in respect of the new capital works and is deemed to be expedient to borrow money by the issue of amortizing debentures in the maximum amount of \$1,894,706.53; and

WHEREAS pursuant to OILC terms, OILC will provide temporary advances to the Corporation of the Township of Edwardsburgh Cardinal in respect of the new capital works projects;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Treasurer is hereby authorized to execute and submit the application to OILC for the financing of the new capital works by way of temporary borrowing from OILC, pending the issue of the debentures, in the maximum amount of \$1,894,706.53, substantially in the form of Schedule "B" hereto and forming part of this bylaw, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2. That the Mayor and Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Corporation of the Township of Edwardsburgh Cardinal a financing agreement with OILC that provides for temporary and long-term borrowing from OILC under the authority of this bylaw in respect of the new capital works on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
3. That the Mayor and Treasurer are hereby authorized, pending the substantial completion of each new capital works, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of each new capital work, as the case may be, on the terms and conditions provided in the financing agreement which financing agreement provides that the information contained in the record, as defined in the financing agreement, in respect of such temporary borrowings shall be deemed final, conclusive and

binding on the Corporation of the Township of Edwardsburgh Cardinal, and on such other terms and conditions as such authorized officials may agree; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the new capital works; provided that the amount of borrowings allocated to each new capital works does not exceed the related loan amount set out in column (4) of Schedule "A", in respect of such new capital works.

4. Subject to the terms and conditions of the financing agreement and such other terms and conditions as OILC may otherwise require, the Mayor and Treasurer are hereby authorized to long-term borrow for the capital works and to issue debentures to OILC on the terms and conditions provided in the financing agreement and on such other terms and conditions as such authorized officials may agree (the Debentures); provided that the principal amount of the debentures issued in respect to the capital work, as the case may be, does not exceed the authorized expenditure for such capital work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such capital work.
5. In accordance with the provisions of Section 25 of the Ontario Infrastructure and Lands Corporation Act, 2011, as amended from time to time hereafter, the Corporation of the Township of Edwardsburgh Cardinal is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Corporation of the Township of Edwardsburgh Cardinal, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Corporation of the Township of Edwardsburgh Cardinal, amounts not exceeding the amounts that the Township of Edwardsburgh Cardinal fails to pay to OILC under any outstanding indebtedness of the Corporation of the Township of Edwardsburgh Cardinal to OILC under any outstanding temporary borrowing and/or debentures, as the case may be and to pay such amounts to OILC from the consolidated revenue fund.
6. For the purposes of meeting the obligations, the Corporation of the Township of Edwardsburgh Cardinal shall provide for raising in each year as part of the general tax levy the amounts of principal and interest payable in each year under any outstanding temporary borrowing and/or debenture outstanding pursuant to the financing agreement, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a bylaw of any municipality.
- 7.a. That the Mayor and Treasurer are hereby authorized to enter into, execute and deliver the financing agreement, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Corporation of the Township of Edwardsburgh Cardinal in order to perform the obligations of the Corporation of the Township of Edwardsburgh Cardinal under the financing agreement, to request and receive any temporary borrowing and to issue the debentures, and the Treasurer and/or Clerk is authorized to affix the Corporation of the Township of Edwardsburgh Cardinal's municipal seal to any such documents and papers.
- 7.b. The money realized in respect of any temporary borrowing for the new capital works and the debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to any such temporary borrowing and to the issue of the debenture, shall be apportioned and applied to the respective new capital works and to no other purpose except as permitted by the Act.
8. That bylaw 2022-49 and its Schedules is hereby repealed in its entirety.
9. That this bylaw shall come into force and take effect on the date of passing.

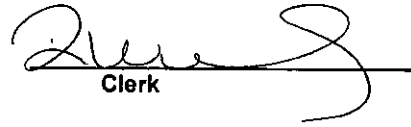
Read a first and second time in open Council this 26 day of September, 2022.

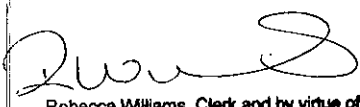
Read a third and final time, passed, signed and sealed in open Council this 26 day of September, 2022.

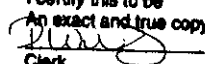
Mayor



Clerk




Rebecca Williams, Clerk and by virtue of
this Office is a Commissioner etc., United Counties
of Leeds and Grenville, for the Corporation of the
Township of Edwardsburgh Cardinal.

I certify this to be
An exact and true copy

Clerk
Township of Edwardsburgh/Cardinal

Schedule "A"
Bylaw 2022-59

Bylaw – New Capital Works	Description of New Capital Works	Estimated Expenditure	Loan Amount
2022-22	Capital costs in connection with the construction of the new Spencerville and Johnstown Drainage	\$3,536,457.53	\$1,894,706.53

Schedule "B"
Bylaw 2022-59
OILC Application

Webloans Loan Application PDF

Application for Edwardsburgh/Cardinal, The Corporation of The Township of

Projects

ID	SIT Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
1	0	Spencerville Storm Water Management Project	07/04/2022	12/31/2022	\$1,429,835.45	833,726.45
2	0	Johnstown Storm Water Management Project	09/05/2022	12/31/2023	\$2,106,622.08	1,060,980.08

Details of Project Spencerville Storm Water Management Project

Project Category Municipal Other Infrastructure

Work Type Others

Other Description Storm Water Management

Project Name Spencerville Storm Water Management Project

Construction/Purchase Start 07/04/2022

Construction/Purchase End 12/31/2022

Energy Conservation

Project Address 1 Charles Street

Project Address 2 David Street

City / Town Spencerville

Province ON

Postal Code K0P 1X0

Description This project is located in the Village of Spencerville and involves the installation of a storm water management system in the area of Charles, Cedar, Cook, Cherry and David Streets. The work includes the removal of existing roadway surface, the localized installation of new storm sewers system, widening the road surfaces, new curbs, Granular A. Hot Mix paving and associated works – for an approximate length of 800m. Major Items Include But Are Not Limited To The Following: Asphalt removal 4800 m2, Granular A– Approximately 2500 tonnes, Hot Mix Asphalt – Approximately 550 tonnes, New Curb and Gutter– Approximately 1800 m, Catch Basins and Manholes – Approximately 28, Adding an enhanced grass swale for filtration, Rock Ex – Approximately 200 m3, Storm Sewers – Approximately 600m.

**Comments and/or Special
Requests**

Project Life Span (Years)

Project Financial Information

Project Cost (A) \$1,429,835.45

Other Project Funding / Financing (B):

Description	Timing	Amount
CCBF funding	Expected	\$175,000.00
OCIF Formulaw Based Funding	Expected	\$210,000.00
Transfer from Municipal Reserves	Existing	\$134,275.00
2022 Taxation Revenue	Existing	\$76,834.00
Other Project Funding/Financing Total (B)		\$596,109.00

OILC Loan Amount (A-B) \$833,726.45

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
12/01/2022	\$833,726.45	20	Amortizing
Long-term Borrowing Total		\$833,726.45	

Details of Project Johnstown Storm Water Management Project

Project Category	Municipal Other Infrastructure
Work Type	Others
Other Description	Storm Water Management
Project Name	Johnstown Storm Water Management Project
Construction/Purchase Start	09/05/2022
Construction/Purchase End	12/31/2022
Energy Conservation	<input type="checkbox"/>
Project Address 1	Mary Street
Project Address 2	Sophia Street
City / Town	Johnstown
Province	ON
Postal Code	R0E 1
Description	<p>This project is Phase 1 of a larger drainage project that is required in the hamlet of Johnstown and includes installation of new storm water management system that encompasses two streets Mary Street & Sophia Street from County Road 2 to Second Street. This area services 26 residential properties directly and an elementary school. The addition of any underground storm infrastructure requires an oil and grit separator installation before discharge to the natural environment. Subsequently, 2 grit and oil separators are included in the scope and provide the required base for future expansion of the system. The project includes the removal of asphalt, installation of storm water pipes, catch basins, curb & gutter, replacing driveway culverts as required, recontouring existing ditches and installation of two grit separators as well as repaving the roadways.</p>

Comments and/or Special Requests

Project Financial Information

Project Cost (A) \$2,106,622.08

Other Project Funding / Financing (B):

Description	Timing	Amount
CGBF funding	Expected	\$100,000.00
OCIF Formula Based Funding	Expected	\$210,000.00
2022 Taxation Revenue	Existing	\$186,544.00
Transfer from Municipal Reserves	Existing	\$549,098.00
Other Project Funding/Financing Total (B)		\$1,045,642.00

OILC Loan Amount (A-B) \$1,050,980.08

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
12/01/2022	\$1,050,980.08	20	Amortizing
Long-term Borrowing Total	\$1,050,980.08		

Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted? ☐ Yes ☒ No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	100.00
User Fees	0.00
Service Charges	0.00
Development Charges	0.00
Connection Fees	0.00
Repayment Subsidies	0.00
Other	

Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

☒ I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

Infrastructure Ontario

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Ontario

Infrastructure Ontario

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (OILC) LOAN APPLICATION SIGNATURE PAGE

Application ID: 746

Printed Date: 07/28/2022
Application Submit Date: 07/28/2022

I/We acknowledge that a Loan Application has been submitted to Ontario Infrastructure and Lands Corporation (OILC) containing the following information.

Eligible Category	Loan Amount
Municipal Other Infrastructure	\$833,726.45
Municipal Other Infrastructure	\$1,060,980.08

	Total \$1,894,706.53

Name of Borrower: Edwardsburgh/Cardinal, The Corporation of
The Township of

Address: 18 Centre Street K0E 1X0 ON

Name of Treasurer's (or equivalent): MELANIE STUBBS
Telephone Number: 1-613-658-3055 ext 107
ID: 7003

The undersigned certifies that he/she has read the OILC loan program guidelines and all information provided to OILC is accurate and complete. The undersigned acknowledges that some information provided may be shared with the line ministries to provide technical expertise to OILC. Applicant agrees to provide OILC with additional information as required in order to process the loan.

Treasurer's (or equivalent) Signature:

Melanie Stubbs

Date:

July 28, 2022

SCHEDULE "C"
ADDRESSES FOR NOTICE

Ontario Infrastructure and Lands Corporation

1 Dundas Street W, 20th floor

Toronto, Ontario

M5G 1Z3

Attn: Manager, Loan Administration

Fax: 416-263-5900

The Corporation of The Township of Edwardsburgh/Cardinal

18 Centre Street PO Box 129

Spencerville, Ontario

K0E 1X0

Attn: Rebecca Williams, Clerk

SCHEDULE "D"

PRE-AUTHORIZED DEBIT ("PAD") AND ACCOUNT FOR DEPOSIT

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

(1) Account Holder Information

Full Legal Name: Municipality of the Township of Edwardsburgh/Cardinal

Exact account name: _____

Address: PO Box 129-18 Centre Street City: Spencerville

Province: ON Postal Code: K0E 1X0 Phone #: 613-658-3055

(2) Financial Institution Information

(Note: Please attach VOID cheque)

(i) Inflow of Deposits

Name of Financial Institution: Royal Bank of Canada

Address: 302 Kings St. West City: Prescott

Province: ON Postal Code: K0E 1T0 Phone #: 613-925-2861

Transit #: 04782 Institution #: 003 Account #: 119 1519

(ii) Outflow of Pre-Authorized Debit

☐ Same as above

☐ If different from above fill out banking information below

Name of Financial Institution: _____

Address: _____ City: _____

Province: _____ Postal Code: _____ Phone #: _____

Transit #: _____ Institution #: _____ Account #: _____

1. **Purpose of Debits**

☒ **Business PAD**

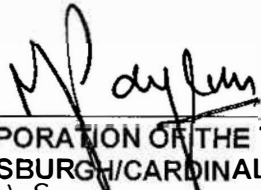
2. **Pre Notification of Amounts**

Fixed Amounts: The Company will provide written notice of the amount to be debited and the date of the debit at least ten (10) calendar days before the date of the first debit and every time there is a change in the amount or payment date.

Variable Amounts: The Company will provide written notice of each amount to be debited and the date of the debit at least ten (10) calendar days before the date of each debit.

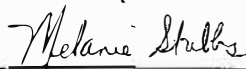
The Customer and Company hereby agree to waive the above pre notification requirements.

Authorized Signature of Customer:



THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL
Name: Pat Sayen
Title: Mayor

Authorized Signature of Customer:



THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL
Name: Melanie Stubbs
Title: Treasurer

Authorized Signature of Company:

ONTARIO INFRASTRUCTURE AND LANDS
CORPORATION
Name: Olena Selemeneva
Title: Vice President, Credit Risk Management

3. **Rights of Dispute**

The Customer has certain recourse rights if any debit does not comply with this Authorization. For example, the Customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on the Customer's recourse rights, the Customer may contact its financial institution or visit www.cdnpay.ca.

The Customer may dispute a debit under the following conditions: (i) the debit was not drawn in accordance with this Authorization; or (ii) amounts were drawn after this Authorization was revoked or cancelled in accordance with paragraph 4 below.

In order to be reimbursed, the Customer must complete a declaration form / reimbursement claim, in the form provided by the Bank, at the above indicated branch of the Bank up to and including ten (10) business days after the date on which the debit in dispute was posted to the Customer's account.

The Customer acknowledges that disputes after the above noted time limitations are matters to be resolved solely between the Company and Customer.

4. Terms of Authorization to Debit the Above Account

The Customer authorizes the Company to debit the above account(s) for all payments of principal, interest and other amounts payable to the Company from time to time in respect of the Customer's indebtedness to the Company in accordance with the terms of the financing agreement between the Company and the Customer dated as of the 13th day of October, 2022 (the "Financing Agreement").

The Customer authorizes the Company to debit the above account(s) for amounts payable to the Company if the Customer fails to provide written notice to the Company of any change to the terms of a Debenture at least five (5) Business Days prior to the date the Company is scheduled to set the interest rate for a Debenture, as defined in the Financing Agreement.

The Bank is not required to verify that any debits drawn by the Company are in accordance with this Authorization or any agreement made between the Customer and the Company.

This Authorization is to remain in effect and may not be revoked or cancelled until the Company has received written notification from the Customer of its change or cancellation in accordance with this Authorization. This Authorization may only be revoked or cancelled by the Customer upon thirty (30) days' written notice to the Company and provided that the Customer designates alternative account(s) and delivers new pre-authorized debit agreement(s) in respect of the new account(s) for purposes of effecting debits of the Customer's obligations under the Financing Agreement. The Customer may obtain a sample cancellation form, or more information on the right to cancel a PAD Agreement by visiting www.cdnpay.ca.

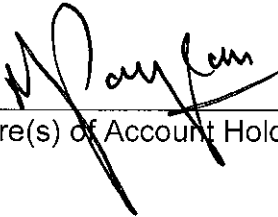
This Authorization applies only to a method of payment and cancellation of this Authorization does not mean that the Customer's contractual obligations to the Company are ended, and nor does this Authorization otherwise modify or detract from any of the Customer's obligations to the Company.

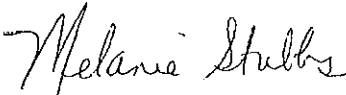
The Customer will notify the Company promptly in writing if there is any change in the above account information. The Customer may contact the Company in accordance with notification provisions set forth in the Financing Agreement.

The Customer consents to the disclosure of any personal information that may be contained in this Authorization to the Bank at which the Company maintains its account to be credited with the debits as far as any such disclosure of personal information is

related to and necessary for the proper application of the Rules of the Canadian Payments Association.

Any delivery of this Authorization to the Company constitutes delivery by the Customer to the Bank. It is warranted by the Customer that all persons whose signatures are required to sign on the above account have signed this Authorization. The Customer acknowledges receipt of a signed copy of this Authorization.


Signature(s) or Authorized Signature(s) of Account Holder(s) Oct 26 / 2022
(Date)


Signature(s) or Authorized Signature(s) of Account Holder(s) Oct 26, 2022
(Date)