

TOWNSHIP OF ST. CLAIR

BY-LAW NUMBER 28 of 2010

A By-Law of the Corporation of the Township of St. Clair to authorize the borrowing upon amortizing debentures in the principle amount of \$8,500,000 towards the cost of the St. Clair Regional Waste Water Treatment Plant.

WHEREAS the Municipal Act, 2001, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money in or 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 Council of the Corporation of the Township of St. Clair (the "Municipality") has passed each By-law enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing each project described in column (2) of Schedule "A" and authorizing the entering into of a Financing Agreement for the long term borrowing from the Canada Mortgage and Housing Corporation (CMHC) in respect of each project (the "Debenture – Loan Agreement") and the Municipality desires to issue debentures for each project in the respective amounts specified in column (4) of Schedule "A";

AND WHEREAS before authorizing each project the Municipality had its Treasurer update its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to authorizing each project, the Treasurer determined that the estimated annual amount payable in respect of each project would not cause the Municipality to exceed updated limit and that the approval of each project by the Ontario Municipal Board was not required;

AND WHEREAS the Municipality has submitted an application and Schedule "B" to CMHC for long term borrowing through the issue of debentures to CMHC in respect of each project (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for each project and to repay CMHC pursuant to the Debenture Loan Agreement for Municipal Infrastructure

Lending Program dated effective as of June 1, 2010, it is now expedient to issue amortizing debentures in the principle amount of \$8,500,000 dated June 1, 2010 and maturing on June 1, 2030 payable in annual installments of combined (blended) principle and interest on the 1st day of June in each of the years 2011 to 2030 inclusive on the terms hereinafter set forth;

NOW THEREFORE the Council of the Corporation of the Township of St. Clair enacts as follows:

1. For each \$8,500,000 project, the borrowing upon the credit of the Municipality of the principal sum of \$8,500,000 and the issue of amortizing debentures therefore upon the credit of the Municipality to be repaid in annual installments of combined (blended) principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and The Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such sums of money as may be required for each project in definitive form, not exceeding in total the said sum of \$8,500,000 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Mayor and the Treasurer of the Municipality, all in accordance with the provision of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as on or more certificates in the aggregate principal amount of \$8,500,000, in the name of CMHC or as CMHC may otherwise direct, substantially in the form attached as Schedule "C" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal an outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in

respect of such principal and interest to the credit of such registered holder on such terms as to which registered holder and the Municipality may agree.

4. The Debentures shall all be dated the 1st day of June 2010 and shall be issued after the day on which this By-law is enacted, as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debenture shall bear interest at the rate of 3.91% and mature during a period of 20 years from the date thereof payable annually in arrears as described in this section. The Debentures shall be paid in full by June 1, 2030 and payable in annual installments of combined (blended) principal and interest on the 1st day of June in each of the years 2011 to 2030, both inclusive, in such period shall be as set forth in Schedule "C" attached hereto and forming part of this By-law (Schedule "C").
5. Each year in which a payment of an installment of combined (blended) principal and interest becomes due, there shall be raised as part of the general levy the amounts of principal and interest payable in each year as set out in Schedule "C" 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 By-law of any municipality.
6. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
7. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, the Clerk and Treasurer are individually hereby authorized to generally do all things and to execute all documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.

8. The proceeds realized in respect of the Debentures, after providing for the expenses related to their issue, if any, shall be apportioned and applied to each project and for no other purpose except as permitted by the Act or by Municipal Council resolution.

9. This By-law takes effect on the day of passing.

BY-LAW read a first and second time this 31st day of May 2010. By-Law read a third time and **FINALY PASSED**, signed and sealed this 31st day of May, 2010.


MAYOR


CLERK

Schedule "A"
To By-law Number 28 of 2010

(1) Project Number	(2) Description of Capital Work	(3) Estimated Expenditures	(4) Loan Amount
23081	St. Clair Regional Waste Water Treatment Plant	31,529,763	8,500,000

SCHEDULE "C" to BY_LAW 28 OF 2010

CANADA MORTGAGE AND HOUSING CORPORATION

- and -

THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR

DEBENTURE - LOAN AGREEMENT

MUNICIPAL INFRASTRUCTURE LENDING PROGRAM

Term Loan

June 1, 2010

- 1.1.2 “**Approved Plans**” means the architectural and engineering drawings, including the “as built” drawings, plans and specifications for each Project as approved and verified against each Project Budget by the Municipality/Project Engineer;
- 1.1.3 “**Borrower**” means The Corporation of the Township of St. Clair;
- 1.1.4 “**Borrowing By-law**” means the borrowing by-law of the Borrower authorizing the Loan and the issue of debentures in respect thereof;
- 1.1.5 “**Business Day**” means a day, other than a Saturday or a Sunday, on which banks are open for business in the City of Ottawa;
- 1.1.6 “**CEAA**” means the *Canadian Environmental Assessment Act*;
- 1.1.7 “**Municipality/Project Engineer**” means the—Municipality engineer which is assigned to each Project or which is in charge of each Project or, as the case may be, the project engineer hired by the Borrower to supervise each Project;
- 1.1.8 “**Communications Protocol**” means the Lender’s Communications Protocol supporting joint communications activities and products that will enhance opportunities for open, transparent, effective and pro-active communications with citizens through appropriate continuous and consistent public information activities, which was enclosed with the Loan Commitment Letter;
- 1.1.9 “**Completion Date**” means the date on which all the Work is completed;
- 1.1.10 “**Default**” means an event or condition, the occurrence of which would, with the lapse of time or the giving of notice, or both, becomes an Event of Default;
- 1.1.11 “**Eligible Costs**” means eligible costs of each Project related to work undertaken after January 27 2009, which will be financed with the proceeds of the Loan and which include, without limitation, costs related to planning , design and supervision, capital costs for work covered by the Approved Plans, amounts paid for legal services, interest paid during the period of construction, costs of land for sites at agreed valuation or appraisal report (within past 12 months), other costs and amounts approved by the Lender and costs for environmental site assessments under Environmental Laws, but excluding Ineligible Costs;

- 1.1.23 “**Lender**” means Canada Mortgage and Housing Corporation and its successors and assigns;
- 1.1.24 “**Material Adverse Effect**” means, when used with reference to any event or circumstance and any person, an event or circumstance which has or could reasonably be expected to have a material adverse effect on (i) the property or financial or other condition of the Borrower, each Project, or any portion thereof, or (ii) the ability of the Borrower to perform and discharge its obligations under this Agreement or (iii) the Lender’s ability to enforce its rights under this Agreement;
- 1.1.25 “**Maturity Date**” means June 1, 2030;
- 1.1.26 “**Planned Disbursement Date**” means June 1, 2010;
- 1.1.27 “**Person**” is to be broadly interpreted and shall include any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;
- 1.1.28 “**Project**” means the project described in Schedule “A”;
- 1.1.29 “**Project Budget**” means the budget for all Eligible Costs for each Project, as prepared by the Borrower and approved by the Municipality/Project Engineer prior to the disbursement of the Loan, which shall be provided by the Lender in the form of a line by line itemization of Eligible Costs and which is attached as Schedule “B”;
- 1.1.30 “**Term**” means the period commencing on the Planned Disbursement Date of the Loan and ending on the Maturity Date;
- 1.1.31 “**this Agreement**”, “**hereto**”, “**herein**”, “**hereof**”, “**hereby**”, “**hereunder**”, and similar expressions refer to this loan agreement and not to any particular Article, Section or other portion hereof and include any and every instrument supplemental or ancillary hereto or in implementation hereof; and references to a particular Article, Section, Subsection, Paragraph, Clause, Schedule or Exhibit refer to the applicable Article, Section, Subsection, Paragraph, Clause, Schedule or Exhibit of this Agreement;
- 1.1.32 “**Total Project Costs**” means the total costs of each Project, as assessed in the Final Capital Cost Audit;

1.9 Schedules

The following Schedules form part of this Agreement:

Schedule A	Description of each Project
Schedule B	Project Budget
Schedule C	Loan Commitment Letter
Schedule D	Amortization Schedule
Schedule E	Request for disbursement of the Loan

1.10 Governing Law

This Agreement shall be construed in accordance with the laws of the Province of *Ontario* and the laws of Canada applicable therein.

**ARTICLE 2
LOAN**

- 2.1 The Loan will not revolve and any amounts repaid may not be re-borrowed.
- 2.2 The Term of the Loan shall be non-renewable.
- 2.3 Subject to the terms and conditions hereof and relying on each of the representations and warranties set out in Article 8, the Lender hereby establishes in favour of the Borrower the Loan, in the principal amount of \$8,500,000.00 (the "**Loan**") in order to finance the construction of and or the performance of the work related to each Project in accordance with the Approved Plans, each Project Budget and this Agreement, which Loan will be made available to the Borrower by way of one up-front payment in an amount not exceeding 100% of the approved Eligible Costs.
- 2.4 The proceeds of the Loan shall be utilized by the Borrower for municipal infrastructure projects that directly relate to housing, contributing to the efficient functioning of residential areas, and for no other purpose. Nothing contained in this Agreement shall impose upon Lender any obligation to see to the proper application of the proceeds of the Loan.

**ARTICLE 3
INTEREST**

3.1 Interest

Until full repayment of the Loan (both before and after an Event of Default or judgment), the outstanding amount under the Loan will bear interest, at the Interest Rate. Such interest will be calculated and payable yearly in arrears.

- 6.1.1 the certificates and other documents required hereunder, including without limitation all of the necessary development approvals, authorizations, permits, certified copies of all corporate resolutions, authorizations and by-laws authorizing the execution of this Agreement by the Borrower and the entering into of the transactions contemplated therein, required by any Applicable Laws (including, without limitation, the Borrowing By-law duly approved by any applicable Governmental Authority, shall have been duly executed and shall be in full force and enforceable;
 - 6.1.2 the Borrower shall have delivered to the Lender a legal opinion that the Borrower has carried out all necessary steps to authorize the borrowing and will be legally bound by this Agreement and that the debentures issued pursuant to the Borrowing By-law are enforceable against the Borrower;
 - 6.1.3 the Borrower shall have delivered to the Lender a fully executed copy of the Loan Commitment Letter;
 - 6.1.4 the Work shall have commenced;
 - 6.1.5 the Borrower shall have delivered to the Lender a completed request form in the form set out as Schedule E herein, which shall include a certificate from an authorized representative of the Borrower that the conditions set out in this Section 6.1 have been fulfilled;
 - 6.1.6 the Borrower shall have delivered to the Lender, in a form and substance satisfactory to the Lender, copies of all documents related to each Project which the Lender deems reasonably necessary;
 - 6.1.7 the Lender shall have received each Project Budget.
- 6.2 Loan Delay or Termination
- 6.2.1 The advancing of the Loan may be delayed by up to 30 days after the Planned Disbursement Date, at the Borrower's request.
 - 6.2.2 If the advancing of the Loan is delayed beyond the Planned Disbursement Date at the request of the Borrower or due to the failure of the Borrower to comply with the conditions precedent in Section 6.1 by the Planned Disbursement Date and provided that the Loan is actually advanced, in order for the Lender to recoup its costs, the Borrower shall nevertheless be required to pay the Lender the Interest Rate on the entire Loan amount from the Planned Disbursement Date (not the actual disbursement date) to the Maturity Date.

6.5 Conditions Precedent for the Benefit of Lender

All conditions precedent to the obligation of the Lender to make the Loan available to the Borrower are imposed hereby solely for the benefit of the Lender, and no other Person may require satisfaction of any such condition precedent or be entitled to assume that the Lender will refuse to disburse the Loan in the absence of strict compliance with such conditions precedent. All requirements of this Agreement may be waived by the Lender, in whole or in part, at any time.

6.6 Method of Disbursements

Subject to the terms and conditions set forth in this Agreement, the Loan shall be made available to the Borrower in the manner agreed by the Borrower and the Lender but in no event shall the Loan be disbursed prior to the expiry of a delay of ten (10) days from the date of the Loan Commitment Letter.

6.7 Completion Date

In respect of each Project, if less than 25% of the cost of the construction portion of the Work has not been expended and the related Work has not been completed by March 31, 2012, the Lender may, in its sole and entire discretion, call the entire Loan due and payable. In addition, if any part of the Work has not been completed by March 31, 2012, the Lender may also, in its sole and entire discretion, call the portion of the Loan related to the incomplete portion of each Project (the "**Incomplete Work**") due and payable. Notwithstanding Section 4.3, in both such cases the Borrower shall reimburse on demand the prepaid Loan amount together with the amount, if any, as of the date of prepayment, by which the present value of the future payments until maturity of the prepaid loan amount, discounted based on the Government of Canada Yield Curve, exceeds the prepaid principal loan amount. "Government of Canada Yield" shall mean the average of the yields-to-maturity compounded semi-annually, as determined from price quotes of at least two registered Canadian investment dealers, reflecting existing non callable Government of Canada bonds of appropriate terms for interest and principal payment dates. These quotes would be as of the fifth (5th) business day prior to the date on which the prepayment will be requested.

The determination made by the Lender as to the amount representing the cost of construction, completed portion of the Work and the Loan amount related to Incomplete Work shall be binding upon the Borrower. If only a portion of the Loan is called due and payable, the amounts of the repayments made pursuant to Section 4.1 herein and the amortization schedule attached as Schedule D shall then be adjusted accordingly to reflect the remaining portion of the Loan.

- 7.9 So long as the Loan remains outstanding, the Borrower will at any and all reasonable times upon the prior written request of the Lender permit the Lender, its agents and attorneys, to examine all of the books of account, records, reports, and other papers relating exclusively to each Project and to make copies thereof and to take extracts therefrom; provided that the Lender shall be under no duty to make any such examination and further provided that the Lender hereby agrees to keep all such information obtained herein strictly confidential save as it determines necessary in the performance of its rights hereunder and under the Loan or as otherwise required under applicable access to information or privacy legislation or permitted hereunder.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to Lender as follows:

- 8.1 The Borrower is a duly formed public body created pursuant to *The Municipal Act R.S.O. 1990, c. M. 45* and is validly existing;
- 8.2 The Borrower is duly authorized and empowered to execute, deliver and to perform its obligations pursuant to this Agreement and the entering into and the performance by the Borrower of its obligations pursuant to this Agreement have been duly authorized by all necessary action;
- 8.3 This Agreement constitutes legal, valid and binding obligations of the Borrower and each is enforceable against the Borrower in accordance with its terms, subject to the fact that equitable remedies such as injunctions and specific performance may only be granted in the discretion of the courts before which they are so;
- 8.4 The Borrower is not insolvent or in default or in violation of, in any respect, any provisions of its constating documents, or of any Applicable Law, decree, order, rule or regulation or any agreement, lease, mortgage, bond, or other evidence of indebtedness or other instrument by which it is bound, which default or violation would have a Material Adverse Effect. The execution and delivery of this Agreement, and the compliance with the provisions of this Agreement, will not result in any breach or violation of, or constitute a default under any such provision;
- 8.5 All necessary permits, licences and consents have been obtained from all Governmental Authorities to permit the performance of the Work;
- 8.6 All projections as to each Project Budget and other information delivered to the Lender from time to time were prepared in good faith based on assumptions believed by the Borrower to be reasonable at the time of delivery. There is no fact known to the Borrower on the date of this Agreement which has had, or which would reasonably be expected to have a Material Adverse Effect;
- 8.7 All materials to be prepared by the Borrower or on its behalf and delivered to the Lender shall be complete, accurate and current in all material respects except as otherwise specified by them in writing;

ordinance, decree or regulation, the Borrower fails to furnish or cause to be furnished to the Lender replacement documents evidencing and its indebtedness which are adequate in the opinion of the Lender; or

- 9.2 Upon the occurrence of any Event of Default, Lender may declare the indebtedness of the Borrower, as set forth in this Agreement, immediately due and payable, the whole without presentation, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower, and Lender shall not be obliged to make any further advance hereunder and Lender may then exercise all its recourses under this Agreement or under any agreement or document relating to each Project.
- 9.3 Without limiting the provisions set forth in Section 9.1, and except as may otherwise be specifically provided hereunder no notice or mise en demeure of any kind shall be required to be given to the Borrower by Lender for the purpose of putting the Borrower in default, the Borrower being in default by the mere lapse of time allowed for the performance of an obligation or by the mere happening of an event constituting a default hereunder.
- 9.4 The omission on the part of Lender to notify the Borrower of any Event of Default hereunder or to avail itself of any of its rights hereunder shall not be construed as a waiver of such Event of Default or rights.
- 9.5 The acceptance by Lender following any Default by the Borrower of any sum owing to it or the exercise by it of any right or recourse shall not preclude it from exercising any other right or recourse, all its rights and recourses being cumulative and not alternative, and in addition to and not in substitution for any other rights or remedies of Lender, whether pursuant to any agreement or otherwise provided by law.

ARTICLE 10 GENERAL PROVISIONS

- 10.1 All rights and obligations of the Borrower hereunder and all proceeds of the Loan may not be transferred or assigned by the Borrower, any such transfer or assignment being null and void insofar as Lender is concerned and rendering any balance then outstanding of the Loan immediately due and exigible at the option of Lender. In addition, the lender does not intend to sell, transfer or assign its interest in the Loan and agrees that where it does so, it will only be to Her Majesty in Right of Canada or other federal agencies.
- 10.2 Any notice, demand, communication, approval or consent required or permitted to be given hereunder shall be in writing and may be sufficiently given by personal delivery or by sending the same by facsimile, courier or prepaid registered mail to the following addresses:

SCHEDULE A

DESCRIPTION OF THE PROJECT

The Corunna WWTP built in 1962 and rated for 4,546 m³/day and courtright WWTP built in 1973 and rated 681 m³/day are both beyond their life expectancies and cannot meet current and anticipated effluent quality discharges. The combined capacities will not accommodate the growth as projected in the Township's Official Plan. The proposed project is to upgrade and expand the Courtright WWTP to accommodate all flows such as it will be a Regional facility with a rated capacity of 6,000 m³/day. In addition the Corunna WWTP will be decommissioned and in its place a new pumping station and forcemain will be constructed to convey the sewage to the new regional facility.

St. Clair Township was successful in getting approval from the Building Canada Fund - communities Component Round one in the maximum amount of \$31,529,763, of which the township is responsible for one third financing and the Provincial and Federal is responsible for the other portions. On Thursday June 4, 2009 tenders were received for the Courtright WWTP and Corunna Pumping Station. There is still forcemain tender to be issued and engineering fees which we estimate the total cost of \$25.5 million which St. Clair township is requesting \$8.5 million in a CMHC loan.

SCHEDULE E

REQUEST FOR DISBURSEMENT OF THE LOAN

TO: CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC")
PROJECT: St. Clair Regional Waste Water Treatment Plant
LOCATION: Corunna Waste Water Treatment Plant and Courtright Waste water Treatment Plant, Township of St. Clair, Ontario
DATE: June 1, 2010

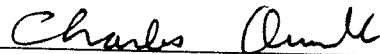
In accordance with the terms and conditions of the loan agreement entered into on the 1st day of June, 2010 between The Corporation of the Township of St. Clair and CMHC (the "Loan Agreement"), The Corporation of the Township of St. Clair submits to CMHC this request for the disbursement of the Loan.

In connection with the construction of the aforesaid Project, we hereby certify that as of the date hereof, and to the best of our knowledge and belief, after having made all due inquiries that:

1. all construction work done and the materials incorporated in each Project to the date hereof are in accordance with the Approved Plans and specifications and with each Project Budget and all such construction work complies with all applicable governmental regulations and requirements;
2. the conditions precedent contained in the Loan Agreement with respect to the disbursement of the Loan have been fulfilled.

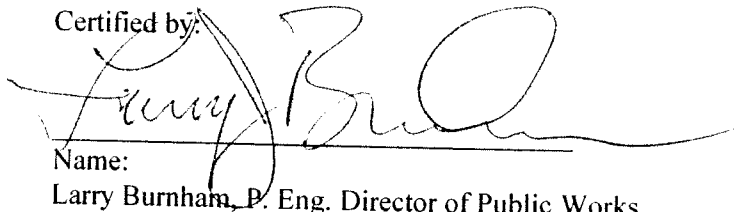
We hereby confirm that all capitalized words and phrases used herein shall have the same meanings as such terms are defined in the Loan Agreement.

DATED and SIGNED in Lambton County, Province of Ontario this 25th day of May, 2010



Name: Charles Quenneville, Treasurer
Duly Authorized representative of The Corporation of the Township of St. Clair

Certified by:



Name:
Larry Burnham, P. Eng. Director of Public Works

LOAN APPLICATION

Municipal Infrastructure Lending Program
Housing-Related Infrastructure

SECTION I - APPLICANT

Legal Name of Applicant The Corporation of the Township of St. Clair				
Legal Name of Borrower The Corporation of the Township of St. Clair				
Municipality / community where project is to be carried out Community of Corunna and Courtright				
Applicant Type <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Province/Territory (who is borrowing on behalf of one or more municipalities in that province/territory) <input type="checkbox"/> An agency of a province/territory (who is borrowing on behalf of one or more municipalities in that province/territory)				
Current population of the municipality / community Municipality Population 15,000. Community being served is 9,000 population				
Street Number 1155	Street Name Emily	Street Type Street	Street Direction	Unit Number
Town / City Mooretown		Province Ontario		Postal Code N0N 1M0
Contact Person			Language of Preference <input checked="" type="checkbox"/> English <input type="checkbox"/> French	
Last Name Quenneville		First Name Charles		
Telephone Number (519) 867-2024	Facsimile Number (519) 867-5509	Email Address cquenneville@twp.stclair.on.ca		
If Different from Applicant				
Street Number	Street Name	Street Type	Street Direction	Unit Number
Town / City		Province		Postal Code

SECTION II - PROJECT INFORMATION

Project Title St. Clair Regional Waste Water Treatment Plant
Include reference number you would like us to quote (if applicable)

66481 27/05/2009

Disponible en Français - 66482

SECTION II - PROJECT INFORMATION (Cont'd)

Brief Project Description (200 words or less)

The Corunna WWTP built in 1962 and rated for 4,546 m3/day and the Courtright WWTP built in 1973 and rated 681 m3/day are both beyond their life expectancies and cannot meet current and anticipated effluent quality discharges. The combined capacities will not accommodate the growth as projected in the Township's Official Plan. The proposed project is to upgrade and expand the Courtright WWTP to accommodate all flows such that it will be a Regional facility with a rated capacity of 6,000 m3/day. In addition the Corunna WWTP will be decommissioned and in it's place a new pumping station and forcemain will be constructed to convey the sewage to the new regional facility.

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Street Number	Street Name	Street Type	Street Direction
1464	St. Clair Parkway		

Town / City	Province	Postal Code
Courtright	Ontario	

Project Nearest Intersection (if no Project Address, above)

Project Point of Interest/Place Name (if no Nearest Intersection and no Project Address)
St. Clair River

Project Latitude (If available)	Project Longitude (If available)
42.493	-82.28

Project Plan covers (Footprint in m ²)	Existing <u>6,800.00</u> m ² Undeveloped <u>12,750.00</u> m ² Total Plan <u>19,550.00</u> m ²	Project Nature <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Expansion <input type="checkbox"/> Renewal
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Is your project cost-shared? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please indicate all funding sources and dollar amounts for the project:	
	<input type="checkbox"/> Federal	\$ <u>9,000,000.00</u>
	<input type="checkbox"/> CMHC	\$ <u>9,000,000.00</u>
	<input type="checkbox"/> Provincial	\$ <u>9,000,000.00</u>
	<input checked="" type="checkbox"/> Other (please specify) Canada Building fund	\$ _____

SECTION III - PROJECT TYPE

Eligible municipal infrastructure projects must directly relate to housing, contributing to the efficient functioning of residential areas. Projects would include, for example, infrastructure related to the provision of required housing services such as water, wastewater and solid waste services, power generation; local transportation infrastructure within or into residential areas such as roads, bridges and tunnels; residential sidewalks, lighting, pathways, landscaping and green space.

Please select the category that reflects the primary purpose of your project.

Water	<input type="checkbox"/> Drinking Water Supply <input type="checkbox"/> Distribution Systems <input type="checkbox"/> Drinking Water Treatment Systems <input type="checkbox"/> Other (please describe) _____
Wastewater	<input type="checkbox"/> Sanitary and Combined Sewer Systems <input type="checkbox"/> Separated Storm Water Systems <input checked="" type="checkbox"/> Wastewater Treatment Systems <input type="checkbox"/> Trunk Storm Sewer Systems <input type="checkbox"/> Other (please describe) _____
Solid Waste	<input type="checkbox"/> Material Recovery Facilities <input type="checkbox"/> Landfills <input type="checkbox"/> Organics Management <input type="checkbox"/> Thermal Treatment <input type="checkbox"/> Collection Depots <input type="checkbox"/> Other (please describe) _____
Local Transportation	<input type="checkbox"/> Roads <input type="checkbox"/> Sidewalks <input type="checkbox"/> Bridges <input type="checkbox"/> Arterial Roads <input type="checkbox"/> Tunnels <input type="checkbox"/> Other (please describe) _____
Residential Infrastructure	<input type="checkbox"/> Fitness Trails <input type="checkbox"/> Bike Lanes <input type="checkbox"/> Firehall <input type="checkbox"/> Pathways <input type="checkbox"/> Residential Green Space <input type="checkbox"/> Lighting <input type="checkbox"/> Other (please describe) _____
Utilities	<input type="checkbox"/> Electrical <input type="checkbox"/> Wind <input type="checkbox"/> Solar <input type="checkbox"/> Gas <input type="checkbox"/> Other (please describe) _____

SECTION IV - ESTIMATED LOAN AMOUNT

Requested Loan Amount to cover Estimated Eligible Costs	
(1) Planning, design & supervision	\$ 475,000.00
(2) Environmental Assessment under the Canadian Environmental Assessment Act (CEAA) & other environmental, municipal and planning legislations	\$ 25,000.00
(3) Cost of remediation or decontamination of land for construction	\$ _____
(4) Capital costs for work covered by the plans and specifications of the project	\$ 8,500,000.00
(5) Amounts for materials used in or located on the site and required in connection with the project	\$ _____
(6) Costs of land for construction of infrastructure at agreed valuation	\$ _____
(7) Legal services	\$ _____
(8) Interest on interim financing - other than CMHC	\$ _____
(9) Others (please specify)	\$ _____
(10) Total - Items (1) to (9)	\$ 9,000,000.00

SECTION IV - ESTIMATED LOAN AMOUNT (Cont'd)

Estimated Loan Amount (Item 10 above) \$ 9,000,000.00	Estimated Loan Advance Date September 27, 2010
Construction	
Estimated Start Date July 15, 2009	Estimated Completion Date July 15, 2011

SECTION V - ATTACHMENTS

In order to be considered for the loan hereby applied for please submit the following supporting documents with the loan application:

- Resolution identifying the specific project to be funded and confirming that the project design (prepared by a project engineer/architect/planner) has been approved by the appropriate authorities having jurisdiction;
- Construction timeline identifying applicable milestones.

SECTION VI - CEAA

Obtaining yes or no answers to the following questions from applicants will help CMHC determine whether the project will be exempt from the application of the Canadian Environmental Assessment Act.

Canadian Environmental Assessment Act Pre-Screening Guideline:

- (1) Does or will the proposal only involve maintenance or repair? Yes No
- (2) Does or will the proposal involve construction, expansion, modification or demolition within 30m of a water body? Yes No
- (3) Does or will the proposal involve the likely releasing of a polluting substance into a water body? Yes No
- (4) Does or will the proposal involve construction, expansion or modification with a footprint of more than 25m²? Yes No
- (5) Does or will the activity occur within the same limits as an existing physical work? Yes No
- (6) Is the project within 250 meters of an area that is designated as an environmentally sensitive area by a government body? Yes No
- (7) Is your project going to be receiving funds under the Building Canada Fund?
If you have commenced activities in relation to satisfying requirements under CEAA, please provide your CEAA Registry No. Yes No

SECTION VII - APPLICATION DECLARATION

We hereby:

- (1) undertake to develop the project described above;
- (2) agree to provide or make available to the Corporation on request any progress reports, financial records, or other data for information or audit purposes;
- (3) understand that this application may not be accepted;
- (4) understand that approval of this application will be subject to the Canadian Environmental Assessment Act requirements (CEAA);
- (5) understand that the loan will be based on this application, the standards terms, CMHC commitment letter and loan agreement/debenture;
- (6) understand that the loan amount will be as approved by CMHC but will not exceed 100% of the eligible costs of the project;
- (7) agree to undertake joint public information communications activities;
- (8) certify that the information contained above and in the attached documents is true;
- (9) agree that all information related to the project(s) and the applicant, borrower and CMHC's involvement may be shared amongst these parties and those acting on their behalf.

FOR CMHC USE ONLY

Account No.:	Approval Date:
66481 27/05/2009	

TOWNSHIP OF ST. CLAIR

MOVED BY P. Carswell-Alexander

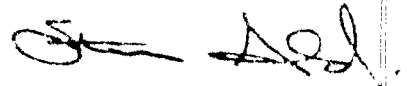
June 22, 2009

DATE

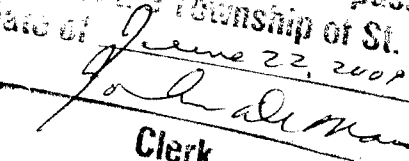
SECONDED BY P. Brown

That the report submitted by the Treasurer dated June 16, 2009 recommending that Council apply for funding of their One-Third share of the Canada Building Fund for the Regional Wastewater Treatment plant from the CMHC Municipal Infrastructure Lending Program in the amount of \$9,000,000 for a fifteen year term and the Mayor and Treasurer be authorized to execute all the necessary paper work be received and accepted.

CARRIED



MAYOR

I, John H. DeMars, Clerk of the
Township of St. Clair,
hereby certify this to be a true copy
of motion #25 passed by
the Council of the Township of St. Clair,
under date of June 22, 2009

Clerk