

CAPITAL REGIONAL DISTRICT

BYLAW NO. 4345

**A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT RESPECTING FINANCING
BETWEEN THE CAPITAL REGIONAL DISTRICT AND
THE MUNICIPAL FINANCE AUTHORITY OF BRITISH COLUMBIA**

WHEREAS:

- A. The Municipal Finance Authority of British Columbia (the “Authority”) may provide financing of capital requirements for regional districts or for their member municipalities by the issue of debentures or other evidence of indebtedness of the Authority and lending the proceeds therefrom to the regional district on whose request the financing is undertaken;
- B. Under the provisions of Section 411 of the *Local Government Act*, the amount of borrowing authorized by each of the following loan authorization bylaws, the amount already borrowed under the authority thereof, the amount of authorization to borrow remaining thereunder, and the amount being issued under the authority thereof by this bylaw;
- C. The tables contained in this bylaw are to provide clarity and information for the purposes of this bylaw;
- D. The Board of the Capital Regional District (the “Regional District”) hereby requests such financing shall be undertaken through the Authority.

NOW THEREFORE the Regional Board of the Regional District in open meeting assembled enacts as follows:

- 1. The Authority is hereby requested and authorized to finance from time to time the undertakings, as further described in the Loan Authorization Table below, at the sole cost and on behalf of the Regional District up to, but not exceeding Twenty Million Dollars (\$20,000,000) in lawful money of Canada (provided that the Regional District may borrow all or part of such amount in such currency as the Trustees of the Authority shall determine but the aggregate amount in lawful money of Canada and in Canadian Dollar equivalents so borrowed shall not exceed \$20,000,000 in Canadian Dollars) at such interest and with such discounts or premiums and expenses as the Authority may deem appropriate in consideration of the market and economic conditions pertaining.

Security Issuing Bylaw No.	Service	LOAN AUTHORIZATION				Term of Issue	Amount of Issue	Notes
		Bylaw	Authorized	Borrowed	Remaining			
4345	Core Area Wastewater Treatment	4204	\$665M	\$60M	\$605M	20	\$20M	FCM Loan Wastewater Treatment Plant
	Total						\$20M	

2. Upon completion by the Authority of financing undertaken pursuant hereto, the Chair and officer assigned the responsibility of financial administration of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times as the Trustees of the Authority may request, enter into and deliver to the Authority one or more agreements, which said agreement or agreements shall be substantially in the form annexed hereto as Schedule "A" and made part of this bylaw (such Agreement or Agreements as may be entered into, delivered or substituted hereinafter referred to as the "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
3. The Agreement in the form of Schedule "A" shall be dated and payable in the principal amount or amounts of monies and in Canadian dollars or as the Authority shall determine and subject to the *Local Government Act*, in such currency or currencies as shall be borrowed by the Authority under Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
4. The obligation incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority, and shall bear interest at a rate to be determined by the Treasurer of the Authority.
5. The Agreement shall be sealed with the seal of the Regional District and shall bear the signature of the Chair and the officer assigned the responsibility of financial administration of the Regional District.
6. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Saanich and at such time or times as shall be determined by the Treasurer of the Authority.
7. During the currency of the obligations incurred under the said Agreement to secure borrowings in respect of the Regional District Loan Authorization Bylaw No. 4204 if the anticipated revenues accruing to the Regional District from the operation of the Core Area Wastewater Treatment Service are at any time insufficient to meet the annual payment of interest and the repayment of principal in any year, there shall be requisitioned an amount sufficient to meet such insufficiency.

8. The Regional District shall provide and pay over to the Authority such sums as are required to discharge its obligations in accordance with the terms of the Agreement, provided, however, that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, any deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional Board of the Regional District shall make due provision to discharge such liability.
9. The Regional District shall pay over to the Authority at such time or times as the Treasurer of the Authority so directs such sums as are required pursuant to Section 15 of the *Municipal Finance Authority Act* to be paid into the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.
10. This bylaw may be cited as "Security Issuing Bylaw No. 2, 2020".

READ A FIRST TIME this	th	day of	2020.
READ A SECOND TIME this	th	day of	2020.
READ A THIRD TIME this	th	day of	2020.
ADOPTED this	th	day of	2020.

CHAIR

CORPORATE OFFICER

SCHEDULE "A"
CANADA
PROVINCE OF BRITISH COLUMBIA
AGREEMENT
CAPITAL REGIONAL DISTRICT

The Capital Regional District (the "Regional District") hereby promises to pay to the Municipal Finance Authority of British Columbia (the "Authority") at its Head Office in Victoria, British Columbia, the sum of _____ dollars (\$_____) in lawful money of Canada, together with interest thereon from _____ at a fixed rate of interest, calculated semi-annually, in each and every year during the currency of this Agreement; and payments of principal and interest shall be as specified in the schedule attached commencing on ____ day of ____, provided that in the event the payments of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority such further sums as are sufficient to discharge the obligations of the Regional District to the Authority.

The Regional District further hereby specifically promises to pay to the Authority any monies owing pursuant to a certain Loan Agreement dated as of _____(date), between the MUNICIPAL FINANCE AUTHORITY OF BRITISH COLUMBIA (as the "Borrower" and the "Authority"), FEDERATION OF CANADIAN MUNICIPALITIES, as Trustee of the Green Municipal Fund, therein called ("FCM"), and THE CAPITAL REGIONAL DISTRICT, therein called the ("Municipality"). And in particular, with reference to Article 7 of the said Agreement, dealing with Events of Default and Remedies, pay any and all monies owing by the Authority to FCM. And further provided that in the event the payment of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority such further sums as are sufficient to discharge the obligations of the Municipality to the Authority.

DATED at _____, British Columbia, this ____ day of _____, 20____.

IN TESTIMONY WHEREOF and under the authority of Bylaw No. 4345 cited as "Security Issuing Bylaw No. 2, 2020", this Agreement is sealed with the Corporate Seal of the Capital Regional District and signed by the Chair and Treasurer thereof.

Chair

Chief Financial Officer

Pursuant to the Local Government Act, I certify that this Agreement has been lawfully and validly made and issued and that its validity is not open to question on any ground whatever in any Court of the Province of British Columbia.

Dated this _____ day of _____, 2020

Inspector of Municipalities

Long-Term Loan Schedule

Date	Payment	Interest	Principal	Balance