



# THE PORT OF JOHNSTOWN MANAGEMENT COMMITTEE

THE TOWNSHIP OF EDWARDSBURGH CARDINAL

Meeting of January 19, 2022 6:30 pm

Council Chambers, Municipal Office – Spencerville, Ont.

## AGENDA

1. Call to Order
2. Approval of Agenda
3. Disclosure of Pecuniary Interest & the General Nature Thereof
4. Delegations and Presentations
  - BFL Presentation (Zoom)
5. Minutes of the previous POJ Committee Meeting
  - Meeting December 15, 2021
6. Business Arising from Previous PMC Minutes (if any)
7. Discussion item
8. Action/Information Items
  - a) Operation Manager's Report - December
  - b) General Manager's Report - December
  - c) Year End Presentation / Pre-audited Financial Statement
  - d) RBC Bank Loan Agreement
9. Approval of Disbursements – Port accounts
10. Council Inquiries or Notices of Motion
11. Chair's Report
12. Question Period
13. Adjournment

**MINUTES**  
**PORT OF JOHNSTOWN MANAGEMENT COMMITTEE**  
**MUNICIPAL OFFICE – SPENCERVILLE**  
**WEDNESDAY, DECEMBER 15, 2021**  
**6:30 PM**

Present: Mayor Patrick Sayeau, Chair  
Councillor Hugh Cameron  
Councillor Stephen Dillabough  
Councillor John Hunter  
Mr. Joe Hendriks (virtual – not counted towards quorum and did not vote on any matter)

Regrets: Deputy Mayor Tory Deschamps  
Mr. Frank McAuley

Staff: Robert Dalley, General Manager  
Kevin Saunders, Operations Manager  
Rebecca Williams, Clerk

1. Call to Order

Mayor Sayeau called the meeting to order at 6:30 p.m.

2. Approval of Agenda

**Moved by:** H. Cameron

**Seconded by:** S. Dillabough

That Committee approve the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof – None

4. Delegations & Presentations – None

5. Minutes of the Previous POJ Committee Meeting

a) Regular Meeting – November 17, 2021

**Moved by:** J. Hunter

**Seconded by:** S. Dillabough

THAT Port Management Committee receives and approves the minutes of the Port Management Committee meeting dated November 17, 2021.

Carried

6. Business Arising from Previous PMC Minutes

Clarification was provided with respect to the number of buckets the marine lofting machine can accommodate.

7. Discussion Items - None
8. Action/Information Items

a) Operation Manager's Report - Capital Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: overall inventory levels, monthly traffic, CGC inspection rating, maintenance and electrical work completed, and remaining capacity of annex bins.

Committee reviewed the list of capital projects and discussed the loading spouts and fender projects. It was noted that the actual cost may be slightly over budget, however, with the fenders being incorporated into the overall cost, it may equal out due to the cost of the fenders being slightly lower than anticipated. Members requested that a report be prepared in the new year outlining the projects and overall expenses.

b) General Manager's Report – Traffic Report

Port staff provided an overview of the monthly report and there was a general discussion on the following topics: monthly revenues exceeding budget, year to date actuals, vessel traffic, MECP inspection, salt retention pond, insurance benefits and annual costs, upcoming union negotiations, and vaccination policy.

Committee briefly discussed the uptake on the recently implemented vaccination policy. There was a general discussion on how the policy may impact casual employees and the Port acquiring test kits for employees that are not vaccinated due to medical or religious reasons.

Committee reviewed the traffic report and highlighted that the Port received over 400,000 MT of grain in 2021. Members inquired about the reason for the influx of grain. It was noted that the fields yielded a better crop compared to previous years, plus the Port being able to offer additional storage in the bins. There was a general discussion on the potentiality of including additional bins in the future budget, specifically with respect to location, cost to build new bins, and other priority projects. Committee briefly discussed the possibility of incorporating additional bins in a future NTCF project.

c) Health and Safety Report

Committee reviewed the report.

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron



That Committee received and reviewed items 8a) Operation Manager's Report – Capital Report, 8b) General Manager's Report - Traffic Report and 8c) Health and Safety Report.

Carried

9. Approval of Disbursements – Port Accounts

**Moved by:** H. Cameron

**Seconded by:** J. Hunter

That Port of Johnstown Management Committee approves payment of Port invoices circulated and numbered as follows:

Withdrawals Total:	\$364,056.40
Batch 15	\$272,241.57
Total Withdrawals & Batch Listings:	<b>\$636,297.97</b>

Carried

10. Councillor Inquiries/Notices of Motion – None

11. Chair's Report – None

12. Question Period

Port staff confirmed that members were available on January 10 as a possible date for a cheque presentation ceremony with the Aquatarium.

13. Closed Session

**Moved by:** J. Hunter

**Seconded by:** H. Cameron

That Committee proceeds into closed session at 7:20 p.m. in order to address a matter pertaining to:

- A proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Purchase of property to be used as Port cargo lay down area and Minutes of Closed Session dated November 17, 2021.

Carried

**Moved by:** J. Hunter

**Seconded by:** H. Cameron

That the closed meeting does now adjourn and the open meeting of Committee does now resume at 7:49 p.m.

Carried

Mayor Sayeau reported that Committee discussed the potential acquisition of property for Port purposes and review of the closed minutes dated November 17, 2021.

**Moved by:** H. Cameron

**Seconded by:** S. Dillabough

That Committee approves the minutes of closed session dated November 17, 2021.

Carried

14. Adjournment

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

That the Committee meeting adjourns at 7:50 p.m.

Carried

These minutes were approved by Port Management Committee this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Chair

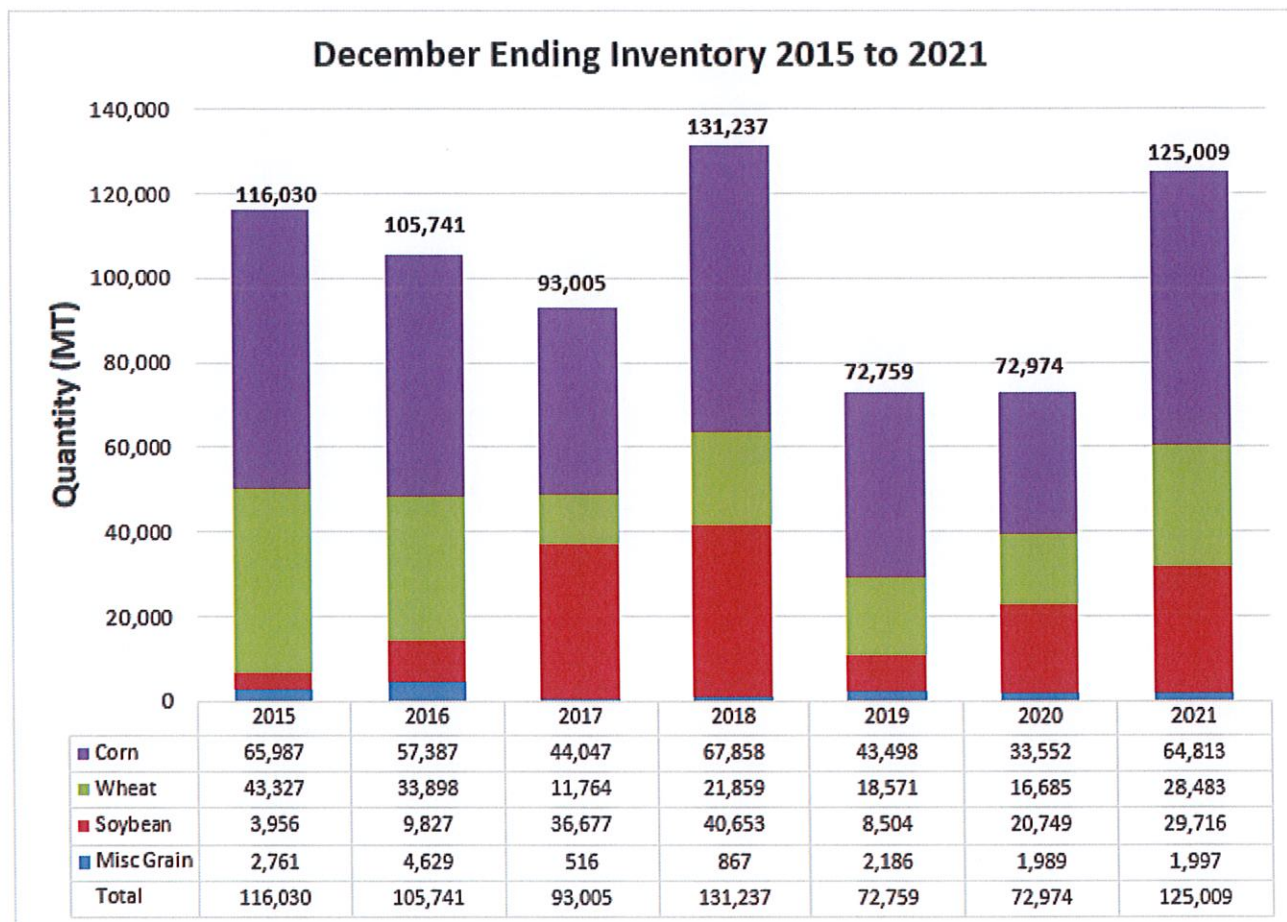
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Clerk

# OPERATIONS REPORT

## December 2021

Overall grain inventory for the month of December ended at 125,009 MT. This is higher than the previous two years due to a larger intake of corn during harvest.



Summary of traffic for December:

- Received a total of 66,881 MT of grain in December via truck.
- Shipped a total of 60,945 MT of grain in the month
  - 10,500 MT by truck
  - 49,536 MT by vessel
  - 909 MT by rail

The following grain vessels were loaded in December:

Vessel	Cargo	Load Date	Qty Shipped (MT)
Federal Leda	Soybeans	13-Dec	21535
Thunder Bay	Corn	24-Dec	28000



Work in the maintenance area during the month included the following:

- Conducted monthly Premise Inspection as per GMP requirements.
- Monthly servicing of air compressor.
- Continue sealing air leaks in dust system duct work.
- Completed fabrication and installation of work platforms at basement bins 602, 603 and 736.
- Remove two broken tie rods from inside #8 scale. New rods have been fabricated for installation.
- Remove obsolete hoisting equipment for the old #6, #8 and #10 ship loading spouts.
- Several items from the Work Order Log.
- Repair grain leaks in grain spouting from #6 lofter to #6 garner.
- Tighten belts on #4 dust fan.
- Tighten #7 conveyor belt.
- Weekly and monthly dust system inspections and maintenance.

Work in the electrical area included the following:

- Completed maintenance and housekeeping of all motor control centers.
- GMP maintenance of grain handling equipment.
- Inspection of grain handling equipment during export vessel loading as per CGC requirements.
- Replace power supply to rail shipping fire alarm remote panel.

**Contractors:**

- MRC Insulation and Waterproofing applied spray foam insulation to the concrete walls and ceiling above the employee lunchroom. This will prevent condensation buildup on these areas during winter months.
- J.J. Construction made repairs to the drywall in the employee lunchroom which were caused from condensation running down the walls.

**Update to Dec. 17, 2021**

**Electrical Savings (Moving to Class A Program)**

Period Covered	GA Class A	GA Class B	Savings
YTD 2020	\$ 82,916	\$ 295,088	\$ 212,172
YTD 2021	\$ 56,158	\$ 172,317	\$ 116,159
<b>Total</b>			<b>\$ 328,331</b>

**As of July 2021 our new Peak Demand Factor is 0.0000651.**

Month	Provincial G.A. \$	Port G.A.	Consumption KWH	Demand KW
Nov-21	576,615,781	3,753	350,482	1,464.80

## General Managers Report – January 19, 2022

### Finances– Month Ending: December 31, 2021

**Summary:** The port finished the month with a surplus of 782k which was lower than budget by 237k. Revenues were 1.35 million. This variance to previous years is the timing of recovery of dryer fees through sale of soybean.

The port has transferred the total for 2021 of \$793,261 (\$781,261 Management Fee + \$12,000 Arena) to the township as of the end of December.

### Actuals/Budget/Previous Year

Month Ending: December 31, 2021			
	December 2021 Actual	December 2021 Budget	December 2020 Actual
Revenue	\$ 1,345,687	\$ 1,595,000	\$ 1,641,205
Expenses	\$ 563,635	\$ 575,000	\$ 586,029
Surplus/Deficit	\$ 782,052	\$ 1,020,000	\$ 1,055,175

### Receivables

The port's receivables are in good shape with outstanding invoices 30 days and under.

Cash on Hand: \$3,595,676

Accounts Receivable: \$2,072,639

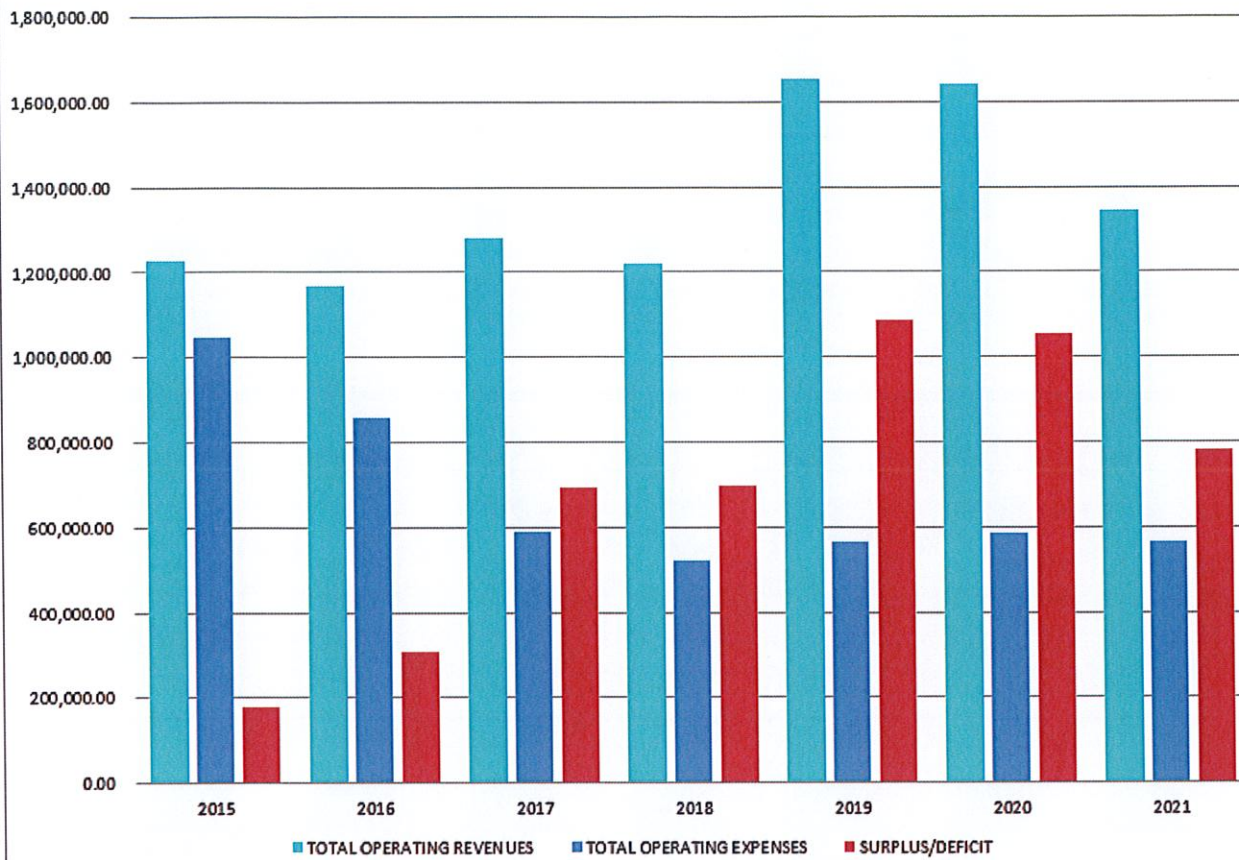
Accounts Payable: \$857,883

### Business Report

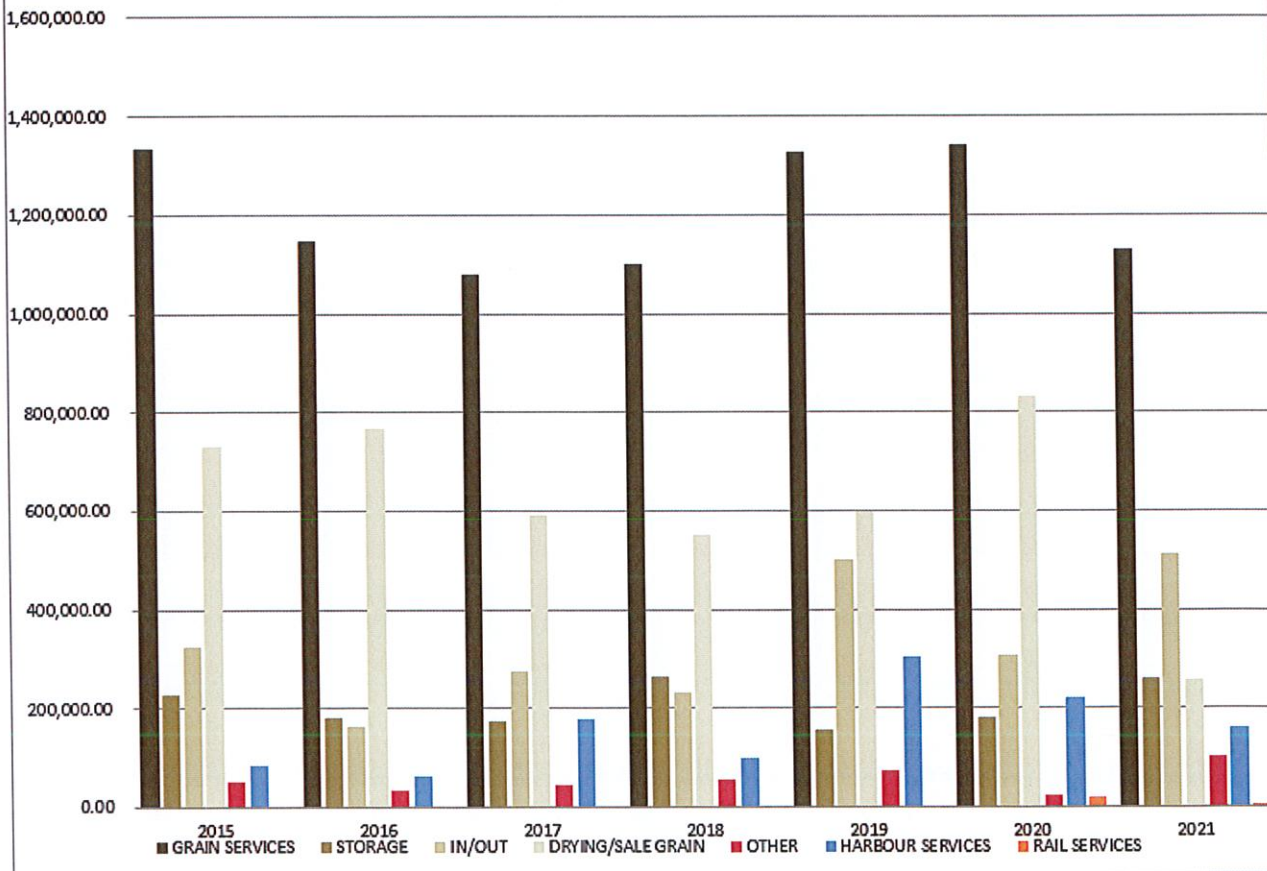
- Agricultural Clean Energy program - Continuing to work on our application.
- Continue conference calls with Environmental Services Manager Abraham Francis from Akwesasne. We discussed a budgeted amount ear-marked for 2022 service fees/projects. Next meeting is Jan. 19.
- Continued to work on due diligence for Property purchase. Roof inspection, structural assessment, well and septic reports, etc.
- Received annual Inspection by MECP on Jan. 10, 2022. Under review.
- Continue to deal with impacts of Covid 19 at the port. As of Jan. 11, we have had 4 positive cases. Heightened awareness, providing PPE and Rapid Tests for staff continue.
- Working on Year End presentation
- Dec. 22, 2021 – Close out meeting with government for NTCF. All reports completed. Deemed a successful project by our project contact Charles Redstone.
- Port provided Christmas lunch for staff in recognition of a terrific year. Port was closed down during the week of Dec. 27<sup>th</sup> to give everyone a well-deserved week off. We were able to complete the final grain vessel at 12pm on the 24<sup>th</sup>.
- Final vessel of the year was the Algoma Innovator at 04:45 December 30, dropping off 21,704 mt of salt for Compass Minerals.
- Happy New Year to everyone and a big thank you to our employees for a terrific effort in 2021.



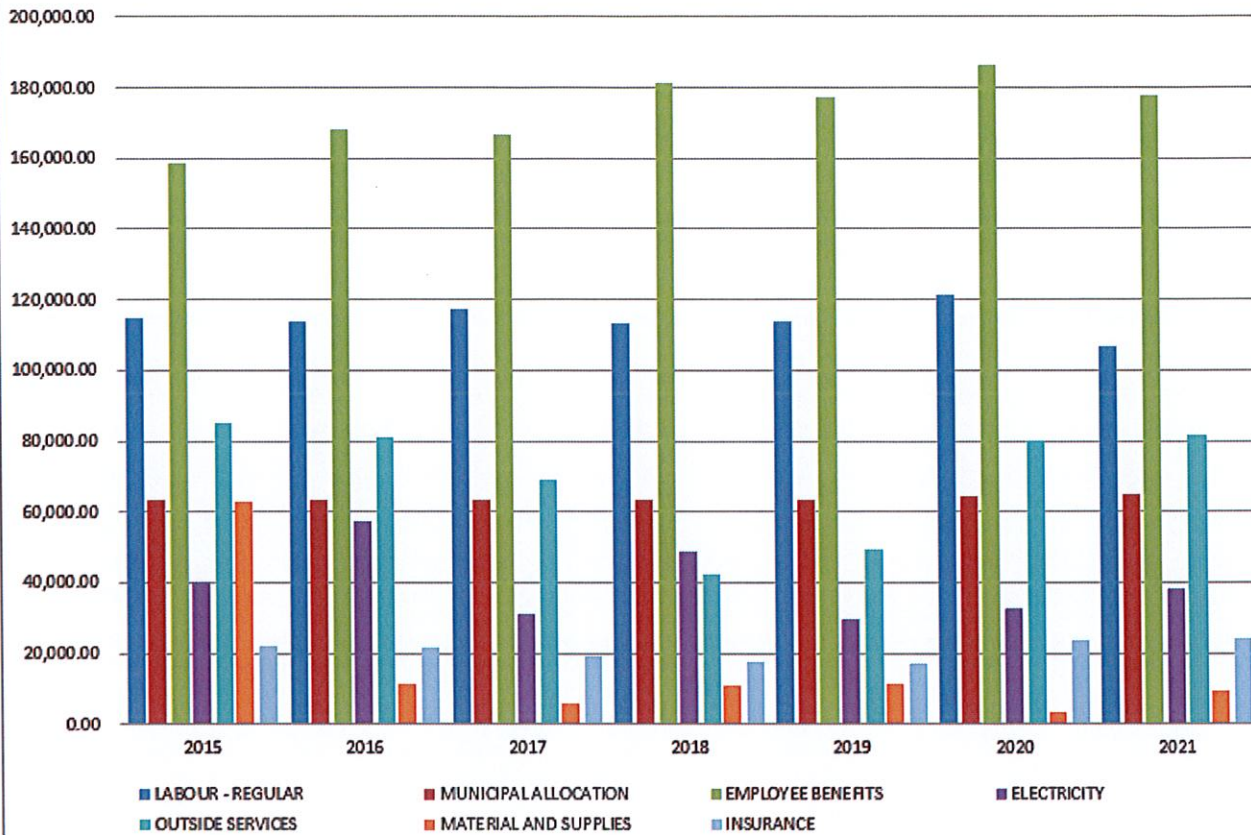
## December Monthly Revenue/Expenses/Surplus



## December Monthly Revenues



## December Monthly Expenses



**Township of Edwardsburgh Cardinal  
Action Item**

**Committee:** Port of Johnstown

**Date:** January 19, 2022

**Division:** Port of Johnstown

**Topic:** Year End Presentation (Includes Pre-audited Financial Statement)

**Purpose:** To receive, accept and approve the 2021 Year End Review as prepared by management.

**Background:** The Port of Johnstown operates as a separate division of the township and has separate financial accounts and therefore has their own financial statements. The final pre-audited financial numbers are included in the 2021 Year End Report and interpreted to the POJ management committee at this port meeting on Jan. 19, 2022. The financial position of the Port must be audited and formally accepted by the Port Management Committee. The port uses MNP LLP as their Professional Chartered Accountants.

**Policy Implications:** The terms of reference by-law 2017-02 Schedule "A" for the Port of Johnstown Management Committee is followed.

**Recommendations:**

- That the Port management committee receives the 2021 Year end review report and that this includes receiving the financial statement as per by-law 2017-02 Schedule "A" and that these financial statements be submitted and interpreted to council.

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Robert Dalley  
General Manager



Port of Johnstown  
STATEMENT OF INCOME(LOSS) AND SURPLUS(DEFICIT)  
FOR THE MONTH ENDED 12/31/2021

	CURRENT YEAR	PRIOR YEAR
BERTHAGE	128,746.45	125,065.71
MOORING/SERVICES	29,093.75	24,411.20
GRAIN WHARFAGE	151,887.76	117,615.18
DRY BULK CARGO WHARFAGE	549,219.36	634,210.77
BREAK BULK CARGO WHARFAGE	16,461.17	10,998.00
LIQUID BULK CARGO WHARFAGE	28,120.05	27,740.63
DRY BULK CARGO STORAGE	33,786.50	32,182.36
BREAK BULK CARGO STORAGE	88,198.03	657,742.02
MARINE SECURITY	61,673.10	49,986.00
HARBOUR SERVICES	<u>1,087,186.17</u>	<u>1,679,951.87</u>
GRAIN STORAGE	1,904,233.42	1,795,412.93
AERATION	166,351.44	116,006.09
LAB TESTING	2,835.04	1,692.44
RECEIVING - VESSELS	237,826.03	220,333.44
RECEIVING - RAILS	0.00	34,215.41
RECEIVING - TRUCK	2,036,411.62	1,640,666.93
DELIVERING - VESSELS	759,722.92	639,444.44
DELIVERING - RAIL	3,245.50	0.00
DELIVERING - TRUCKS	486,302.78	602,217.91
DELIVERING - MILL	4,649.01	3,289.76
CLEANING	7,473.60	69,980.85
GRAIN DRYING	219,731.48	72,421.25
SOYBEAN DRYING	779,069.00	825,000.00
GRADING	105.00	75.00
FUMIGATION	334,672.02	280,069.81
PROTEIN ANALYSIS	6,811.60	4,351.62
CGC VESSEL GRADING REVENUE	109,951.88	90,832.85
CGC VESSEL GRADING EXPENSE	(109,951.88)	(90,832.85)
GRAIN SERVICES	<u>6,949,440.46</u>	<u>6,305,177.88</u>
RAIL STORAGE	109,300.00	151,080.00
RAIL SERVICES	<u>109,300.00</u>	<u>151,080.00</u>
BUSINESS PROPERTY LEASES	61,116.73	52,976.70
CARGO STORAGE LEASES	347,287.38	196,159.48
LICENSE AGREEMENTS	46,583.30	31,474.98
COTTAGE LEASES	44,407.10	44,273.82
LEASES/LICENSES	<u>499,394.51</u>	<u>324,884.98</u>
SALE OF GRAIN	11,928.95	15,976.50
SALE ELECTRICITY	4,826.43	4,937.28
MISCELLANEOUS	98,241.42	35,981.73
OTHER SERVICES/SALES	<u>114,996.80</u>	<u>56,895.51</u>
TOTAL OPERATING REVENUES	<u>8,760,317.94</u>	<u>8,517,990.24</u>

Port of Johnstown  
STATEMENT OF INCOME (LOSS) AND SURPLUS (DEFICIT)  
FOR THE MONTH ENDED 12/31/2021  
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	CURRENT YEAR	PRIOR YEAR
REVENUES FROM OPERATIONS	<u>8,760,317.94</u>	<u>8,517,990.24</u>
OPERATING EXPENSES		
LABOUR - REGULAR	1,398,801.89	1,431,894.23
LABOUR - OVERTIME	269,488.24	226,396.59
EMPLOYEE BENEFITS	<u>796,724.38</u>	<u>847,902.52</u>
	<u>2,465,014.51</u>	<u>2,506,193.34</u>
ELECTRICITY	298,409.09	305,799.14
NATURAL GAS	44,020.38	53,747.83
EQUIPMENT FUEL	<u>1,915.63</u>	<u>2,285.57</u>
UTILITIES	<u>344,345.10</u>	<u>361,832.54</u>
MATERIALS AND SUPPLIES	82,192.25	106,190.67
OUTSIDE SERVICES	384,125.81	314,382.64
ADVERTISING / MEMBERSHIPS	181,314.12	141,304.58
RENTALS	9,645.64	9,719.74
TRAVEL / BUSINESS	1,497.81	4,023.45
OFFICE ADMINISTRATION	61,275.07	64,797.60
INSURANCE	284,681.63	268,684.98
ALLOW FOR DOUBTFUL DEBTS	0.00	0.00
BAD DEBTS	0.00	0.00
COMMITTEE HONORARIUM	20,500.00	16,120.00
MUNICIPAL ALLOCATION	<u>781,261.00</u>	<u>769,715.00</u>
OTHER OPERATING & ADMIN	<u>1,806,493.33</u>	<u>1,694,938.66</u>
GRAIN HANDLING LOSSES	<u>0.00</u>	<u>0.00</u>
TOTAL OPERATING EXPENSES	<u>4,615,852.94</u>	<u>4,562,964.54</u>
NET INCOME (LOSS) FROM OPERATIONS	<u>4,144,465.00</u>	<u>3,955,025.70</u>
AMORTIZATION	(1,108,089.42)	(1,039,147.87)
AMORTIZED CAPITAL CONTRIBUTIONS	400,128.56	384,676.60
BANK INTEREST	151,123.89	215,557.52
ACCTS. REC. INTEREST	(1,001.72)	6,294.84
UNREALIZED CAPITAL GAINS (LOSSES) ON IN	<u>41,030.86</u>	<u>82,122.00</u>
NET INCOME (LOSS)	<u>3,627,657.17</u>	<u>3,604,528.79</u>



**Township of Edwardsburgh Cardinal  
Action Item**

**Committee:** Port Management

**Date:** January 19, 2022

**Division:** Port of Johnstown

**Topic:** RBC Bank Loan Agreement

**Purpose:** To recommend that council provide authority for the Mayor and CAO to sign a loan agreement with the Royal Bank of Canada and to sign banking document "Schedule H" at time funds are required.

**Background:** The Port of Johnstown, a Division of the Township of Edwardsburgh Cardinal, has determined that additional land is required to allow for the continued growth of the marine business by providing additional lands for potential future cargo. A discussion took place in camera on September 22 whereby there was unanimous consent by the Port Management Committee to pursue discussions with both the financial institutions to provide indicative term rates, and with our stevedore on a potential leasing agreement if the port should purchase the property.

A further in camera meeting took place on October 20<sup>th</sup> where the Mayor and Port General Manager were directed by the committee to negotiate and sign off on an agreement to purchase the said property.

On Nov. 18<sup>th</sup> the Port General Manager and Mayor signed the Agreement of Purchase and Sale, with conditions that would need to be waived by council by way of OREA Waiver Form 123.

This began a 60-day period to perform due diligence on the property. The OREA Waiver Form 123 was approved by council at a special meeting on Jan. 10, 2022. The Port's lawyer has issued this document to the Seller's lawyer on January 17<sup>th</sup> at 9:30am.

The bank loan agreement attached will be followed by a RBC Banking document, "Schedule H" which will require the Mayor and CAO signatures on the day that the funds are to be transferred into the Port's operating account. The date of the transfer is currently set for Feb. 14, 2022. The closing date of the transaction is Feb. 16<sup>th</sup>, 2022.

**Policy Implications:** The Bank Loan Agreement must be approved by council.

**Financial Consideration:** The bank loan to the township is for \$2,250,000.00 (Two million, two hundred and fifty thousand dollars) and is a 5-year fixed rate term amortized over 20 years. The loan will be deposited into the Port's RBC operating account where it will be transferred to the Port's Lawyer along with the \$700,000 down payment (plus transaction fees) to complete the transaction. (\$50,000 has already been provided as a deposit). \* Transaction fees include Land Transfer tax and lawyer fees. Lawyer will provide an estimate of these fees that will be reconciled after the transaction.

**Recommendation:**

That the Port Management Committee recommends that council authorizes the Mayor and CAO to sign the attached Bank Loan Agreement between the Township of Edwardsburgh Cardinal and the Royal Bank of Canada.



That the Port Management Committee recommends that council authorizes the Mayor and CAO to sign Banking document "Schedule H" on the day that the loan is to be transferred into the port's account.

That the signed Bank Loan Agreement be issued to the Port General Manager so that he can ensure all necessary documents are provided to the bank as outlined in the Banking Agreement.

That the Port Management Committee recommends that council directs the Port General Manager to provide \$2,250,00.00 plus the down payment of \$700,000 plus any transaction fees from the Port of Johnstown's RBC Operating Account to the Port's lawyer to complete the purchase of the property known as 2822 County Road #2 Johnstown Ontario.

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Robert Dalley, General Manager  
Port of Johnstown



Royal Bank of Canada  
Commercial Financial Services  
90 Sparks Street  
Ottawa, Ontario K1P 5T6

January 12, 2022

**Private and Confidential**

**The Corporation of the Township of  
Edwardsburgh/Cardinal**

18 Centre Street  
Spencerville, Ontario  
K0E 1X0

We refer to the agreement dated May 26, 2021 and any amendments thereto, between The Corporation of the Township of Edwardsburgh/Cardinal, as the Borrower, and Royal Bank of Canada, as the Bank, (the "**Agreement**").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or Events of Default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Facility (7) is added as follows:

**CREDIT FACILITIES**

***Add***

Facility (7): \$2,250,000.00 non-revolving term facility by way of:

- (a) fixed rate term loans ("**FRT Loans**").

**PURPOSE**

***Add***

**Facility (7)**

To finance purchase of the property located at 2822 County Road 2, Johnston, Ontario.

**AVAILABILITY**

***Add***

**Facility (7)**

The Borrower may borrow up to the amount of this term facility, provided:

- (a) this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time and from time to time without notice or demand;

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<sup>®</sup> Registered Trademark of Royal Bank of Canada

- (b) FRT Loans may not be converted or reborrowed and must be repaid on their maturity;
- (c) an Event of Default shall not have occurred and be continuing at the time of any Borrowing.

### **REPAYMENT**

#### ***Add***

##### Facility (7)

Borrowings under this facility shall be repayable by consecutive, blended monthly payments of principal and interest each based on an amortization period of 20 years, on the same day of each month, commencing 30 days from the date of drawdown and the balance of this facility shall be repayable in full on the last day of a 1, 2, 3, 4 or 5 year term, as selected by the Borrower.

For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.

The specific repayment terms for Borrowings under this facility will be agreed to between the Borrower and the Bank at the time of drawdown by way of a Borrowing Request substantially in the form of Schedule "H" provided by the Borrower and accepted by the Bank.

### **INTEREST RATES AND FEES**

#### ***Add***

##### Facility (7)

FRT Loans: fixed interest rate to be quoted by the Bank and fixed at the time of Borrowing.  
Amount eligible for prepayment is to be determined.

### **BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.



If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

#### **CONDITIONS PRECEDENT**

The effectiveness of this amending agreement is conditional upon receipt of:

- a) a duly executed copy of this amending agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) a copy of the purchase and sale agreement in the name of the township for the property located at 2822 County Road 2, Johnstown, Ontario;
- d) a borrowing by-law approving the financing granted under Facility (7);
- e) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- f) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- g) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

#### **COUNTERPART EXECUTION**

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until February 12, 2022, after which date it will be null and void, unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA**



Per:  
Title: Vice President

**RBC Contact: Ellen Rivers-Cotter**

/kb

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Per: \_\_\_\_\_  
Name:

Per: \_\_\_\_\_  
Name:

I/We have the authority to bind the Borrower.

**Schedule "H"** to the agreement dated May 26, 2021, between The Corporation of the Township of Edwardsburgh/Cardinal, as Borrower, and Royal Bank of Canada, as the Bank.

**NON-REVOLVING TERM FACILITY**

**BORROWING REQUEST**

The Borrower hereby requests the following be established under Facility ( )::

Date of Borrowing			
Amount of Borrowing:	\$		
Amortization (in months):			
Selected Term (in months):  (Borrowing repayable in full on the last day of the Term)			
Payment Amount:	\$		
Payment Frequency:	monthly quarterly annual		
Selected Interest Rate (per annum)/Acceptance Fee (per annum):	% <input type="checkbox"/>	RBP +	% <input type="checkbox"/>
Selected Payment Type:	Blended (Principal and Interest) <input type="checkbox"/>	Principal plus Interest <input type="checkbox"/>	
First Payment Due Date:			
Amount Eligible for Prepayment of FRT Loans:	0% <input type="checkbox"/>	10% <input type="checkbox"/>	

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Borrower