

VILLAGE OF PORT CLEMENTS

BY-LAW NO. 142

A By-Law to provide for the borrowing of money in anticipation of revenue.

WHEREAS the Village of Port Clements was incorporated on the 31st day of December, 1975;

AND WHEREAS it is expedient to provide for borrowing in anticipation of current revenue to meet the current lawful expenditures of the Municipality;

AND WHEREAS it is provided by Section 346 of the Municipal Act that the Council may by By-Law provide for the borrowing of such sums of money as may be requisite to meet the current lawful expenditures of the Municipality;

NOW THEREFORE the Council of the Village of Port Clements in open meeting assembled, enacts as follows:

This By-Law may be cited as the "Revenue Anticipation Borrowing By-Law No. 142, 1984"

To secure a Line of Credit for current borrowing, the Village of Port Clements shall obtain a Line of Credit from Kaien Consumers Credit Union for a sum not to exceed \$100,000.00 with interest at a rate of 1.5% over the basic lending rate as set by the Credit Union. The Village of Port Clements shall enter into a Line of Credit Agreement with Kaien Consumers Credit Union in the form of the Agreement annexed hereto.

The Line of Credit Agreement shall be executed under the seal of the Municipality and signed by the Mayor and Treasurer.

The Mayor, Treasurer, and Clerk of the Municipality, or any of them, are hereby authorized to make such disclosures and representations on behalf of the Municipality to Kaien Consumers Credit Union as the Credit Union requires from time to time as evidence of the power and authority of the Municipality to borrow funds pursuant to this By-Law.

The Revenue of the Municipality when received shall first be used to pay the borrowings under this By-Law.

READ A FIRST TIME THIS 9th DAY OF JANUARY, 1984.

READ A SECOND TIME THIS 9th DAY OF JANUARY, 1984.

READ A THIRD TIME THIS 11th DAY OF JANUARY, 1984.

RECONSIDERED AND ADOPTED THIS 27th DAY OF February 1984.

CERTIFIED A TRUE COPY OF BY-LAW No. 142, 1984.

Clerk

B. S. Bunsell

Mayor

S. J. Johnson

Clerk

B. S. Bunsell

A true copy of By-Law No. 142
registered in the office of the Inspector
of Municipalities this 6th day of
APRIL 19 84
[Signature]
Inspector of Municipalities

LINE OF CREDIT AGREEMENT

Name and Address of Member:

Village Of Port Clements

Port Clements, B.C.

5644-0

Member Account Number

5644-0

Line of Credit Account

\$100,000.00

Authorized Limit
(see paragraph 1)

Executed at Port Clements, British Columbia, on , 1984.

The Member has applied to the Kaizen Consumers Credit Union (hereinafter called the "Credit Union") for a Line of Credit and the Credit Union has agreed to make the Line of Credit to the Member upon the terms and conditions herein contained.

TERMS AND CONDITIONS

Now therefore, this agreement witnesseth that in consideration of the mutual covenants herein contained, the Credit Union and the Member agree as follows:

1. Subject to the terms and conditions herein contained, the Credit Union agrees that it will permit the member to overdraft its account by \$100,000.00 ("the Authorized Limit").
2. The Member acknowledges that the Credit Union shall not be obliged to pay any draft drawn on the Line of Credit Account:
 - (a) if payment would result in the authorized line of credit limit being exceeded.
 - (b) the overdraft shall not be in excess of that permitted pursuant to the Municipal Act, and that the borrowing has been properly authorized and is not contrary to the Municipal Act or any other Statute, Regulation, By-Law or Law.
3. The amount by which the account is overdrawn shall bear interest at the basic rate plus 1.5%, calculated monthly, not in advance, on the closing daily balance.
4. The Credit Union may waive any breach by the Member of any of the provisions of this agreement or any default by the Member in the observance or performance of any covenant or condition required to be observed or performed by the Member pursuant to this agreement, but no waiver by the Credit Union shall be deemed to operate as a waiver of any subsequent breach or default.
5. The Credit Union may, pursuant to the Consumer Protection Act; upon giving to the Member not less than six (6) months notice in writing, vary the interest rate payable hereunder and may upon not less than forty-eight (48) hours notice in writing to the Member, vary any of the other provisions of the agreement and unless the Member immediately pays the Outstanding Balance and gives the Credit Union notice terminating the agreement, the Member shall be deemed to have agreed to the variation and the variation shall be binding upon the Member.
6. The Member shall forthwith advise the Credit Union of any material change in the financial circumstances of the Member from those circumstances set out in this application to the Credit Union to enter into this agreement.

7. The Credit Union shall have no obligation to examine into or assure itself of the regularity or validity of any endorsement or signature appearing on any draft and the Member expressly releases and waives as against the Credit Union all rights and claims which the Member might otherwise have the respect to the regularity or validity of any endorsement or signature; PROVIDED THAT the Member shall not be responsible for any draft paid by the Credit Union after the Member has given reasonable notice to the Credit Union of the Member's belief that the drafts have been or may be signed by unauthorized persons and where drafts are signed thereafter by an authorized person.

8. The Member expressly acknowledges receipt from the Credit Union of an "Initial Statement of Disclosure" given pursuant to the provisions of the Consumer Protection Act.

9. The Member acknowledges having received and read a copy of this agreement and acknowledges understanding all the terms and conditions hereof.

10. Any notice to be given to the Member may either be mailed to the Member at the address shown above or may be delivered personally to the Mayor or any other member of the Council and any notice sent by mail shall be effective forty-eight (48) hours after the date of mailing.

11. This agreement shall not be assigned by the Member and shall ensure to the benefit of the Credit Union, its successors and assigns, and shall be binding upon the Member and the heirs, executors and administrators of the Member.

IN WITNESS THEREOF the Credit Union and the Member have executed this agreement the day and year above written:

The Common Seal of Kaien Consumers)
 Credit Union was hereto affixed in)
 the presence of:)
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The Seal of the Village of Port)
 Clements was affixed hereto in the)
 presence of:)
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