

## **Education and Training**

Schools' Finance Branch 511-1181 Portage Avenue, Winnipeg MB R3G 0T3 T 204 945-6910 F 204 948-2000 www.manitoba.ca

APR 2 4 2019

Ms Kathy Siatecki Turtle Mountain School Division Box 280 Killarney MB R0K 1G0

Dear Ms Siatecki:

RE: PROMISSORY NOTE BY-LAW NO. 2019-3

The above noted by-law is returned following approval by The Public Schools Finance Board.

This by-law may be given second and third reading at your next Board meeting.

Also, enclosed is a Promissory Note and three copies of a Security Agreement.

Please SIGN AND SEAL THE PROMISSORY NOTE AND SECURITY AGREEMENTS WHERE INDICATED. The Promissory Note and all three copies of the Security Agreements are to be returned to this office along with written notification once the by-law has been given second and third reading dates.

We request that you comply as quickly as possible to ensure delivery by the required date.

Yours truly,

Lynne Mavins Director

Enclosure

#### **Turtle Mountain School Division**

#### By-law No. 2019-3

Being a by-law of the Board of Trustees of Turtle Mountain School Division for the purpose of borrowing the sum of One Million Two Hundred Ninety Three Thousand One Hundred Dollars (\$1,293,100) and of issuing a Debenture and/or Promissory Note (hereinafter called the Security) therefore.

WHEREAS it is deemed necessary and expedient to raise by loan the sum of \$1,293,100 on the credit of the said School Division for the purpose of payment for the projects as authorized on Schedule "B" attached.

THEREFORE, pursuant to the provisions of the Public Schools Act, the Board of Trustees of the Turtle Mountain School Division duly assembled, enact as follows:

- 1. That it shall be lawful for the said School Trustees to borrow the sum of \$1,293,100 by the issue and sale of the Security of the said School Division as set out below.
- 2. That the said Security shall be issued at Killarney, Manitoba and shall be dated the 31st day of May A.D. 2019 and shall be payable to the Minister of Finance, Winnipeg, Manitoba as follows: The Security shall be so issued that the amount thereby borrowed shall be repayable in twenty (20) equalized consecutive annual instalments of \$90,983.91 each, including principal and interest at the rate of 3.500% per annum, payable annually on the 31st day of May as per Schedule "A" attached.
- 3. That the first instalment shall be payable on the 31st day of May A.D. 2020
- 4. That the Security shall be signed by the Secretary-Treasurer and countersigned by one of the Trustee of the said School Division.
- 5. That provisions shall be made for the payment of the said Security and such provision shall form part of, and be included in, the annual statements of monies required for the purpose of the School Division.

GIVEN FIRST READING by the said Board of Trustees of the Turtle Mountain School Division, assembled at Killarney, in the Province of Manitoba, this 10th day of April A.D. 2019

SECOND READING the 8th day of May A.D. 2019

THIRD READING the 8th day of May A.D. 2019

(CORPORATE SEAL)

APPROVED THIS

The Public Schools Finance Board

Chairperson

Secretary-Treasurer

Certified a true copy of By-law No. 2019-3 of the Board of Trustees of the Turtle Mountain School Division given first reading, the day and year

above written.

Secretary-Treasurer

(CORPORATE SEAL)

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New Public Telepuls Finance Board

CHAIRMAN

# SECURITY AGREEMENT

THIS AGREEMENT made in triplicate this ----31st---- day of May----- A.D.2019 -----

BETWEEN:

Her Majesty the Queen in right of the Province of Manitoba, represented herein by The Public Schools Finance Board

(hereinafter called "the Board")

OF THE FIRST PART,

--and--

Turtle Mountain School Division

(hereinafter called "the division")

OF THE SECOND PART,

WHEREAS the division proposes to issue a debenture or a promissory note (hereinafter called "the Security") securing a total principal sum of ------ One Million Two Hundred Ninety Three Thousand One Hundred Dollars (\$1,293,100) -----------bearing interest at a rate of ------3.500%-----------per centum per annum, and repayable by ---------------consecutive annual payments of interest and principal;

AND WHEREAS the purpose of the Security is to provide funds for the purpose of

#### SEE ATTACHED

(hereinafter called "the accommodation")

AND WHEREAS the board is satisfied of the need of the division for the accommodation; AND WHEREAS the division has requested the board to deduct from the total of all grants due to the division from the board, in the years hereinafter mentioned, to the extent of the total of such grants, the amounts hereinafter mentioned for the purpose of paying principal and interest of the said Security;

AND WHEREAS the board, subject to the execution of this agreement by the division, agrees to deduct from the total of all grants due to the division from the board, in the years hereinafter mentioned, to the extent of such grants, the amounts hereinafter set out and apply or order the application thereof in payment of principal and interest due on the Security, sufficient to make the payment of principal and interest due in those

#### WITNESSETH:

- 1. The division will provide in whole or in part the following accommodation:
- 2. The division will provide in whole or in part the accommodation at an estimated sum of ----- \$1,293,100 ------ including the cost of land, buildings, equipment, labour, material, fees, commissions, exchange,
  discount and all other charges of any nature whatsoever in connection with or arising out of the issue and sale
  of the Security and provision of the accommodation."
- 3. The division undertakes that upon completion of the accommodation, and upon further issuance of the Security, all accounts in connection therewith shall be duly paid.
- 4. The division will include in its budget in each year hereinafter mentioned in addition to the sums required for all other purposes of the division, the sum required in that year for the payment of principal and interest under the Security due in that year.

- 5. In each year set out in the left hand column of the following table, the board shall deduct from the grants payable to the division by the board in that year to the extent of the total of all grants due to the division from the board in that year, the sum set out opposite that year in the second column of the within table and pay or apply in payment of the principal and interest due on the said Security from time to time amounts required to make payment of the principal and interest payable in respect of the said Security from time to time to the extent of the said grants, or hold the amount of the said grants in trust for the purpose of paying or applying it in payment of the principal and interest due on the said Security from time to time.
- 6. If, after the whole of the principal and interest due on the said Security is paid and satisfied, the board continues to hold any monies deducted from the grants payable to the division under this agreement, the board will pay the amount so held to the division.
- 7. This agreement shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns, and shall not be terminated until all the Security has been redeemed by the division.

IN WITNESS WHEREOF the board has hereunto set its seal attested by the hand of its proper office in that behalf, and the division has caused its corporate seal to be affixed hereto attested by the hands of its proper officers in that behalf, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of

Chairperson

Secretary-Treasurer

Chairperson

The Public Schools Finance Board



## **Turtle Mountain School Division**

PROMISSORY NOTE #:

LTPS0282

SCHEDULE - A TO BY-LAW NO. 2019-3

\$1,293,100.00 - 3.5000% - 20 YEAR(S)

DATED:

MAY 31, 2019

PAYABLE:

MAY 31, 2020 - 2039

ANNUAL PAYMENT:

\$90,983.91

### **DEBT AMORTIZATION SCHEDULE**

YEAR		INTEREST		PRINCIPAL	BA	ALANCE OWING
2020	\$	45,258.50	\$	45,725.41	\$	1,247,374.59
2021		43,658.11	ese <del>s</del> tes	47,325.80		1,200,048.79
2022		42,001.71		48,982.20		1,151,066.59
2023		40,287.33		50,696.58		1,100,370.01
2024		38,512.95		52,470.96		1,047,899.05
2025		36,676.47		54,307.44		993,591.61
2026		34,775.71		56,208.20		937,383.41
2027		32,808.42		58,175.49		879,207.92
2028		30,772.28		60,211.63		818,996.29
2029		28,664.87		62,319.04		756,677.25
2030		26,483.71		64,500.20		692,177.05
2031		24,226.20		66,757.71		625,419.34
2032		21,889.68		69,094.23		556,325.11
2033		19,471.38		71,512.53		484,812.58
2034		16,968.44		74,015.47		410,797.11
2035		14,377.90		76,606.01		334,191.10
2036		11,696.69		79,287.22		254,903.88
2037		8,921.64		82,062.27		172,841.61
2038		6,049.46		84,934.45		87,907.16
2039		3,076.75		87,907.16		Andrew Co.
		526,578.20		1,293,100.00		
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# SCHEDULE OF PROJECTS FINANCED BY THE PROMISSORY NOTE

# **Turtle Mountain School Division**

DATE May 31, 2019

PROMISSORY NOTE #: LTPS0282

BY-LAW NO. 2019-3

INTEREST RATE: 3.5000%

Project No.	Location	Description	Maximum Support	Supportable Expenditure	Previously Borrowed	Current Promissory Note
TM BOI AC 2016 1	Boissevain School	Grooming Room	206,770	202,380	201,000	1,300
TM BOI ST 2018 1	Boissevain School	Mechanical Systems, 1961 Exterior Walls, Root Struc	4,934,954	4,209,287	2,993,700	1,215,500
TM KIL AC 2017 1	Killarney School	Grooming Room and Lift	326,619	325,751	249,400	76,300
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			5,468,343	4,737,417	3,444,100	1,293,100
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MOTION NO.: 19-24 DATE: May 8, 2019 <u>TURTLE MOUNTAIN SCHOOL DIVISION</u>

MOVED BY:	Shurley Highbeel	1
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SECONDED BY:	(au)	~
		INITIALS
	Secretary-Treasurer's Report	May 8, 2019
REFERENCED IN	<b>1</b> :	
That the Debenture	e By-Law 2019-3 be given 2 <sup>nd</sup> and final reading.	
		The state of the s
CAI	RRIED	
		CHAIRPERSON
DEF	FEATED	