

### Resolution

1. The City of Edmonton is authorized from time to time to borrow money for financing operating expenditures by issue and sale of commercial paper in the form of unsecured, negotiable promissory notes. On September 9, 2009, Council to the City of Edmonton approved, by resolution for Short-Term Promissory Note (the "September 2009 Resolution"), the issuance of negotiable promissory notes in a denomination that is a multiple of \$1000, subject to a minimum of \$100,000 each in lawful money of Canada or the equivalent thereof at the time of issue in the lawful money of the United States of America and having a maturity date of not more than 365 days from the date of its issue; provided that the aggregate principal amount of the negotiable promissory notes outstanding at any time shall not exceed the sum of \$100,000,000 in lawful money of Canada or the equivalent thereof in lawful money of the United States of America (the "Short Term Promissory Note Program").
2. The City of Edmonton is hereby authorized to increase the current borrowing limit under the Short Term Promissory Note Program from \$100,000,000 to \$250,000,000 (the "New Borrowing Limit") and issue negotiable promissory notes under the Short Term Promissory Note Program up to the New Borrowing Limit and otherwise on the same terms approved pursuant to the September 2009 Resolution.
3. Any two of the Mayor, the City Manager, or the Chief Financial Officer of the City of Edmonton (the "Designated Officers") acting jointly are hereby authorized and empowered on behalf of the City of Edmonton from time to time:
  - (i) to execute, either by manual, facsimile or other reproduced signature, and deliver negotiable promissory notes in such denominations and upon such other terms (including maturity dates and rates of interest or discount) as such Designated Officers may determine, such determination to be conclusively evidenced by the execution thereof by such Designated Officers;
  - (ii) to designate and authorize by instruments or an agreement or agreements in writing one or more banks, trust companies or other agents to issue, hold in safekeeping and redeem the negotiable promissory notes on behalf of the City of Edmonton, in each case containing such terms

## Attachment 1

and conditions as such Designated Officers may determine, with such determination to be conclusively evidenced by the execution thereof by such Designated Officers;

- (iii) to execute and deliver an agreement or agreements with one or more banks, investment banking firms or similar firms to act as dealers or agents in connection with the offering and sale of the negotiable promissory notes, in each case containing such terms and conditions as such Designated Officers may determine, with such determination to be conclusively evidenced by the execution thereof by such Designated Officers;
  - (iv) to execute and deliver the Book Entry Only Securities Services Agreement and Issuer Procedures and Book Entry Only Securities Services Acknowledgement with CDS Clearing and Depository Services Inc. ("CDS") in connection with the eligibility of the negotiable promissory notes for the book entry only services of CDS; and
  - (v) to execute and deliver any or all other documents, instruments, and agreements in any way relating to the negotiable promissory notes as such Designated Officers deem necessary or desirable.
4. The form of the unsecured negotiable promissory notes, to be substantially in the specimen form approved pursuant to the September 2009 Resolution and appended hereto, in Appendix "A" to this resolution, to the Council of the City of Edmonton, together with such additions, deletions and alterations as may be approved by the Designated Officers, is approved.
  5. Any negotiable promissory note executed and delivered as aforesaid by or on behalf of the City of Edmonton for value shall be binding upon the City of Edmonton notwithstanding that at any time after the execution thereof any Designated Officer signing the same on behalf of the City of Edmonton shall cease to hold the office held in the City of Edmonton at the time of such execution.
  6. The preparation, issue and distribution of an Information Memorandum in both English and French in connection with the issue and sale of the negotiable promissory notes, substantially in the form approved pursuant to the September

## **Attachment 1**

2009 Resolution and appended hereto, in Appendix “B” to this resolution, to the Council of the City of Edmonton, as amended to reflect the New Borrowing Limit, together with such additions, deletions and alterations as may be approved by the Designated Officers, is approved.

## Appendix A

SERIAL # /N° SÉRIE

## THE CITY OF EDMONTON

INTEREST BEARING NOTE/BILLET PORTANT INTÉRÊT  
DISCOUNT NOTE/BILLET À ESCOMPTEIssue Date  
Date d'émissionDue Date  
Date d'échéance

This is a depository note subject to the Depository Bills and Notes Act.  
Le présent billet de dépôt est assujéti à la Loi sur les lettres et billets de dépôt.

The City Of Edmonton

for value received will pay to  
valeur reçue, promet par les présentes de payer à  
CDS & Co.

on the Due Date the sum of  
à la date d'échéance la somme de

dollars  
dollars

plus interest at  
avec intérêt au taux de

per cent per annum,  
pour cent par année,

payable on maturity in lawful money of \_\_\_\_\_ on presentation and surrender of this Note  
payable à l'échéance en monnaie ayant cours légal au \_\_\_\_\_ sur présentation et remise du présent billet

at the main branch of the Toronto-Dominion Bank in Toronto, Ontario.  
à la succursale principale de La Banque Toronto-Dominion à Toronto (Ontario).

By accepting this obligation, the holder represents and warrants that it is not a United States person for United States Federal Income Tax purposes (other than an exempt recipient described in section 6049(b)(4) of the U.S. Internal Revenue Code and the regulations thereunder) and that it is not acting for or on behalf of such a United States person (other than an exempt recipient described in section 6049(b)(4) of the U.S. Internal Revenue Code and the regulations thereunder).

En acceptant la présente obligation, le détenteur déclare et garantit qu'il n'est pas une personne des États-Unis aux fins de l'impôt sur le revenu fédéral des États-Unis (à l'exception d'un bénéficiaire dispensé décrit à l'article 6049(b)(4) de l'Internal Revenue Code des États-Unis et de son règlement d'application) et qu'il n'agit pas pour le compte ou au nom d'une telle personne américaine des États-Unis (à l'exception d'un bénéficiaire dispensé décrit à l'article 6049(b)(4) de l'Internal Revenue Code des États-Unis et de son règlement d'application).

The City of Edmonton

Per/par: \_\_\_\_\_

Per/par: \_\_\_\_\_

**COMMERCIAL PAPER PROGRAM**

**Information Memorandum For**

**Short Term Promissory Notes**

**of**

**CITY OF EDMONTON,  
ALBERTA**

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This Information Memorandum does not in any way obligate the City of Edmonton to accept any offer to purchase these Short Term Promissory Notes. No person has been authorized to give any information or to make any representations not contained in this Information Memorandum and, if given or made, such information or representation must not be relied upon as having been authorized.

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**December 17th, 2009**

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## SHORT TERM PROMISSORY NOTES OF CITY OF EDMONTON

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**The Issuer:**

The City of Edmonton (the “**Issuer**”) was incorporated as a municipal corporation under *The Edmonton Charter*, Ordinances of the North-West Territories, 1904, c.19 on October 8, 1904 and is a municipality subject to the *Municipal Government Act* (Alberta).

The City of Edmonton is governed by a City Council consisting of 13 elected representatives, including the Mayor. The City of Edmonton is divided into 6 wards, with each voter being entitled to vote for the Mayor and 2 Councillors from their ward. In accordance with the provisions of the *Municipal Government Act* (Alberta), City Council has appointed the City Manager as Chief Administrative Officer to implement City Council’s policies and to manage day-to-day operations. City Council has also appointed a City Auditor who performs the roles of guardian and auditor, providing independent reviews of civic departments and programs through audits and other studies.

The Notes have received the highest short term commercial paper credit rating available from DBRS Limited (“**DBRS**”) of **R-1 (high)** and from Standard & Poor’s (“**S&P**”) of **A-1+** (S&P’s Global Short Term Rating Scale) and **A-1 (High)** (S&P’s Canadian National Scale Commercial Paper Rating). The above ratings are only accurate as at the date of this Information Memorandum and may be changed, superseded or withdrawn at any time. A prospective purchaser should check the current rating before purchasing a Note (as defined herein).

The office of the City Manager is located at 3<sup>rd</sup> Floor, City Hall, 1 Sir Winston Churchill Square, Edmonton, Alberta. T5J 2R7. The 2008 Annual Report for the year ended December 31, 2008, together with other information concerning the Issuer, may be obtained from the website [www.edmonton.ca](http://www.edmonton.ca).

**Description of Short Term Promissory Notes  
To Be Issued By City of Edmonton (the “Issuer”)**

- Purpose Of Issue:** The net proceeds received from the sale of the Short Term Promissory Notes (the “Notes”) will be used by the Issuer for funding operating expenditures pursuant to the provisions of the *Municipal Government Act* (Alberta).
- Principal Amount:** The aggregate principal amount of the Notes outstanding at any one time shall not exceed \$100,000,000 in Canadian currency or the equivalent thereof, at the time of issue, in lawful money of the United States of America (“United States Dollars”).
- Denominations:** Multiples of \$1,000, subject to a minimum of \$100,000, in each case in Canadian currency or the equivalent thereof in United States Dollars.
- Depository Notes:** The Notes are depository notes subject to the *Depository Bills and Notes Act* (Canada).
- Form:** The Notes will be issued by the Issuer in the name of CDS & Co., nominee for CDS Clearing and Depository Services Inc. (“CDS”), and held by CDS on behalf of its participants in its Debt Clearing Service. The Notes may be issued as interest bearing Notes or as non-interest bearing Notes at a discount. No physical Notes will be issued or delivered other than global Notes in a minimum denomination or principal amount of \$100,000 in Canadian currency or the equivalent thereof in United States Dollars and in integral multiples of \$1,000 in Canadian currency or the equivalent thereof in United States Dollars, as applicable, thereafter. The minimum subscription by a purchaser of Notes is \$100,000 in Canadian currency or the equivalent thereof in United States Dollars. Each issuance and placement of Notes is recorded by means of electronic book-entry. Both the Issuer and CDS have the right to terminate the book entry system in certain circumstances in which case physical Notes payable to the bearer or to the order of a holder thereof will be issued to the holders of book entry Notes or their nominees.
- Terms:** The Notes will be issued in maturities ranging up to 365 days from date of issue.
- Rates of Interest:** Available upon request.
- Delivery:** The Notes shall be delivered to the Issuing Agent, as custodian for CDS, against payment therefor.
- Payment:** Payments on Book Entry Notes will be made in accordance with the procedures established by CDS.

**Ratings:**                    **DBRS**                    **R-1 (high)**  
**S&P**                    **A-1+ (S&P's Global Short Term Rating Scale) and A-1 (High) (S&P's Canadian National Scale Commercial Paper Rating)**

**Ranking:**                    The Notes are direct, unsecured obligations of the Issuer and will rank *pari passu*, except as to maturity, interest rate or discount, with all other present and future unsecured and unsubordinated indebtedness of the Issuer.

**Redemption:**                Not redeemable prior to maturity.

**Issuing Agent:**            The Toronto-Dominion Bank (the "**Issuing Agent**") pursuant to an Issuing and Paying Agency Agreement dated December 17, 2009 between the Issuing Agent and the Issuer as the same may be amended or replaced.

**Eligibility:**                    As outlined and qualified in the opinion of Parlee McLaws LLP, counsel to the Issuer, which opinion forms part of this Information Memorandum, the Notes are, at the date on which such opinion is provided, either not precluded as investments under or are eligible investments under:

- (a) *Insurance Companies Act (Canada);*
- (b) *Trust and Loan Companies Act (Canada);*
- (c) *Pension Benefits Standards Act, 1985 (Canada);*
- (d) *Bank Act (Canada);*
- (e) *Cooperative Credit Associations Act (Canada);*
- (f) *Loan and Trust Corporations Act (Alberta);*
- (g) *Employment Pension Plans Act (Alberta);*
- (h) *Financial Administration Act (Alberta);*
- (i) *Alberta Heritage Savings Trust Fund Act (Alberta);*
- (j) *Pension Benefits Standards Act (British Columbia);*
- (k) *Financial Institutions Act (British Columbia);*
- (l) *The Trustee Act (Manitoba);*
- (m) *The Insurance Act (Manitoba);*
- (n) *The Pension Benefits Act (Manitoba);*



- (o) *Trustees Act* (New Brunswick);
- (p) *Pension Benefits Act* (New Brunswick);
- (q) *Pension Benefits Act* (Ontario);
- (r) *Supplemental Pension Plans Act* (Québec);
- (s) *An Act respecting insurance* (Québec) (for insurers constituted under the laws of the Province of Québec other than guarantee funds);
- (t) *An Act respecting trust companies and savings companies* (Québec) (for trust companies investing their own funds and deposits they receive and for savings companies investing their funds);
- (u) *The Trust and Loan Corporations Act, 1997* (Saskatchewan);
- (v) *The Pension Benefits Act, 1992* (Saskatchewan);
- (w) *Trustee Act* (Newfoundland and Labrador);
- (x) *Pension Benefits Act, 1997* (Newfoundland and Labrador);
- (y) *Insurance Companies Act* (Newfoundland and Labrador);
- (z) *Trustee Act* (Nova Scotia);
- (aa) *Pension Benefits Act* (Nova Scotia); and
- (bb) *Trustees Act* (Prince Edward Island).

**Selling Restrictions:** The Notes will not be sold outside Canada or to any person who is not resident in Canada or to any person purchasing for resale to, or for the account or benefit of, any person who is not resident in Canada.

**Purchaser's Representations:** By accepting a Note and the payment of amounts due thereunder, a holder (including any person having an interest in a book entry Note) is representing and warranting in favour of the Issuer that: (a) it was not offered the Notes in the United States, and (b) the order to purchase the Notes was not made on its behalf by a person in the United States at the time such order was made.

#### **Rights of Rescission or Damages for Purchasers in Nova Scotia**

The right of action for rescission or damages described herein is conferred by section 138 of the *Securities Act* (Nova Scotia). Section 138 provides, in the relevant part, that in the event that this Information Memorandum and any record incorporated by reference in or deemed to be

incorporated into this Information Memorandum, together with any amendments hereto, or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) contains an untrue statement of material fact or omits to state a material fact that is required to be stated or that is necessary in order to make any statements contained herein or therein not misleading in light of the circumstances in which it was made (a “misrepresentation”), a purchaser of Notes is deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and has, subject to certain limitations and defences, a statutory right of action for damages against the seller of such Notes and every director of the seller at the date of the Information Memorandum or, alternatively, may elect instead to exercise a statutory right of rescission against the seller, in which case the purchaser will have no right of action for damages against the seller nor against every director of the seller at the date of the Information Memorandum, provided that, among other limitations:

- (a) no action will be commenced to enforce the right of action for rescission or damages by a purchaser resident in Nova Scotia later than 120 days after the date payment was made for the Notes (or after the date on which initial payment was made for the Notes where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment);
- (b) no person will be liable if it proves that the purchaser purchased the Notes with knowledge of the misrepresentation;
- (c) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Notes; and
- (d) in no case will the amount recoverable in any action exceed the price at which the Notes were sold to the purchaser.

The liability of all persons or companies referred to above is joint and several with respect to the same cause of action. A defendant who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a person or company who is jointly and severally liable to make the same payment in the same cause of action unless, in all the circumstances of the case, the court is satisfied that it would not be just and equitable.

This summary is subject to the express provisions of the *Securities Act* (Nova Scotia) and the regulations and rules made under it, and prospective investors should refer to the complete text of those provisions.

The rights of action for rescission or damages described herein are in addition to and without derogation from any right the purchaser may have at law.