

VILLAGE OF CHASE

By-Law No.274

A by-law to establish a specified area for the purpose of revitalization of an area within the "Downtown Core" of the Village of Chase and to authorize the borrowing of funds necessary thereto, and the dedication of Village of Chase land for parking purposes.

WHEREAS Division (2) of Part 16 of the Municipal Act, being Chapter 290, R.S.B.C. 1979, and all amendments thereto, provides Council with the authority to establish areas for the financing of works therefor;

AND WHEREAS the Council of the Village of Chase has received a petition from the owners of certain properties lying within the downtown area of the municipality to have certain works undertaken to contribute to the rehabilitation and functioning of the downtown core of the municipality;

AND WHEREAS the Clerk of the Village of Chase has determined the sufficiency of the petition pursuant to section 658 of the Municipal Act;

AND WHEREAS the cost for such works is estimated to be \$366,000.00 which is the amount of debt intended to be created by this by-law;

AND WHEREAS financing of the proposal may be carried out in part through the Special Appropriations Act, and the Municipal Finance Authority of British Columbia;

AND WHEREAS the amount of the assessed value for the municipality for general municipal purposes of the taxable land and improvements for the current year and for each of the two years immediately preceding the current year were:

1984 .....	\$ 56,348,461
1983 .....	\$ 55,262,436
1982 .....	\$ 65,938,566

AND WHEREAS the amount of the assessed value for the "Specified Area" for general municipal purposes of the taxable land and improvements for the current year and for each of the two years immediately preceding the current year were:

1984 .....	\$ 4,078,150
1983 .....	\$ 4,268,950
1982 .....	\$ 3,991,950

AND WHEREAS the depreciated value as at the 31st day of December 1983 of (utility systems and other municipal enterprises for which the municipality possesses (a) subsisting certificate(s) of self-liquidation granted by the Inspector of Municipalities was \$ 3,612,882.00).

AND WHEREAS the amount of the authorized debenture debt of the municipality is \$ 3,612,882 of which \$ 3,612,882 is existing outstanding debenture debt and nil is authorized and unissued debenture debt and none of the principle or interest of the debenture debt of the municipality is in arrears;

AND WHEREAS the maximum term for which debentures may be issued to secure the debt created by this by-law is 12 years;

NOW THEREFORE the Council of the Village of Chase in open meeting assemble ENACTS AS FOLLOWS:

1. The Council of the Village of Chase is hereby empowered and authorized
  - (1) to establish a specified area hereinafter referred to as the "Downtown Revitalization Specified Area" and such area shall be comprised of that tract of land more particularly described in Schedule "A" and outlined in red on Schedule "B" which are attached to and form part of this by-law;

- (2) to undertake and carry out or cause to be carried out downtown revitalization in accordance with plans on file in the office of the municipality and to do all things necessary in connection therewith and without limiting the generality of the foregoing.
- (a) to borrow upon the credit of the municipality a sum not exceeding \$366,000.00 and in connection therewith to enter into an agreement with the Province of British Columbia under the Downtown Revitalization Program pursuant to the Special Appropriations Act, for the term financing of all or a portion of such sum;
- (b) to acquire all such easements, right-of-way, licences, rights or authorities as may be requisite or desirable for or in connection with the construction of the said works.
2. The cost of providing downtown revitalization, shall be borne by the owners of the land in the said specified area, and a sum sufficient therefor shall be recovered for such period of time as is necessary, by the imposition of a frontage tax or parcel tax to be imposed by by-law under the provisions of the Municipal Act and or a levy on all lands and improvements or improvements only on the basis of assessment as fixed for general municipal purposes.
3. The specified area established by this by-law may be merged with any other specified area or areas for the same purpose, whether contiguous or not, in the manner provided in section 677(3) of the Municipal Act.
4. This by-law may be cited as "Downtown Revitalization Specified Area Establishment and Loan Authorization By-Law No. 274, 1984".

READ A FIRST TIME THIS 22<sup>nd</sup> day of March, 1984.

READ A SECOND TIME THIS 22<sup>nd</sup> day of March, 1984.

READ A THIRD TIME THIS 14<sup>th</sup> day of July, 1984.

Received the approval of the Inspector of Municipalities this                      day of                     , 19                    .

RECONSIDERED AND ADOPTED on the 13<sup>th</sup> day of August, 1984.

                      
acting Betty M. Marshall  
Mayor

                      
Agnes Sweet  
Clerk

I hereby certify the foregoing to be a true and correct copy of By-Law No. 274 as Read a Third Time on the 14<sup>th</sup> day of July, 1984.

                      
Agnes Sweet  
Clerk

I hereby certify the foregoing to be a true and correct copy of By-Law No. 274 as Reconsidered and Adopted on the 13<sup>th</sup> day of August, 1984.

                      
Agnes Sweet  
Clerk

A true copy of By-Law No. 274 registered in the office of the Inspector of Municipalities this 17<sup>th</sup> day of August, 1984.

                      
Inspector of Municipalities

Approved pursuant to the provisions of section 332 of the "Municipal Act" this 30<sup>th</sup> day of July, 1984.

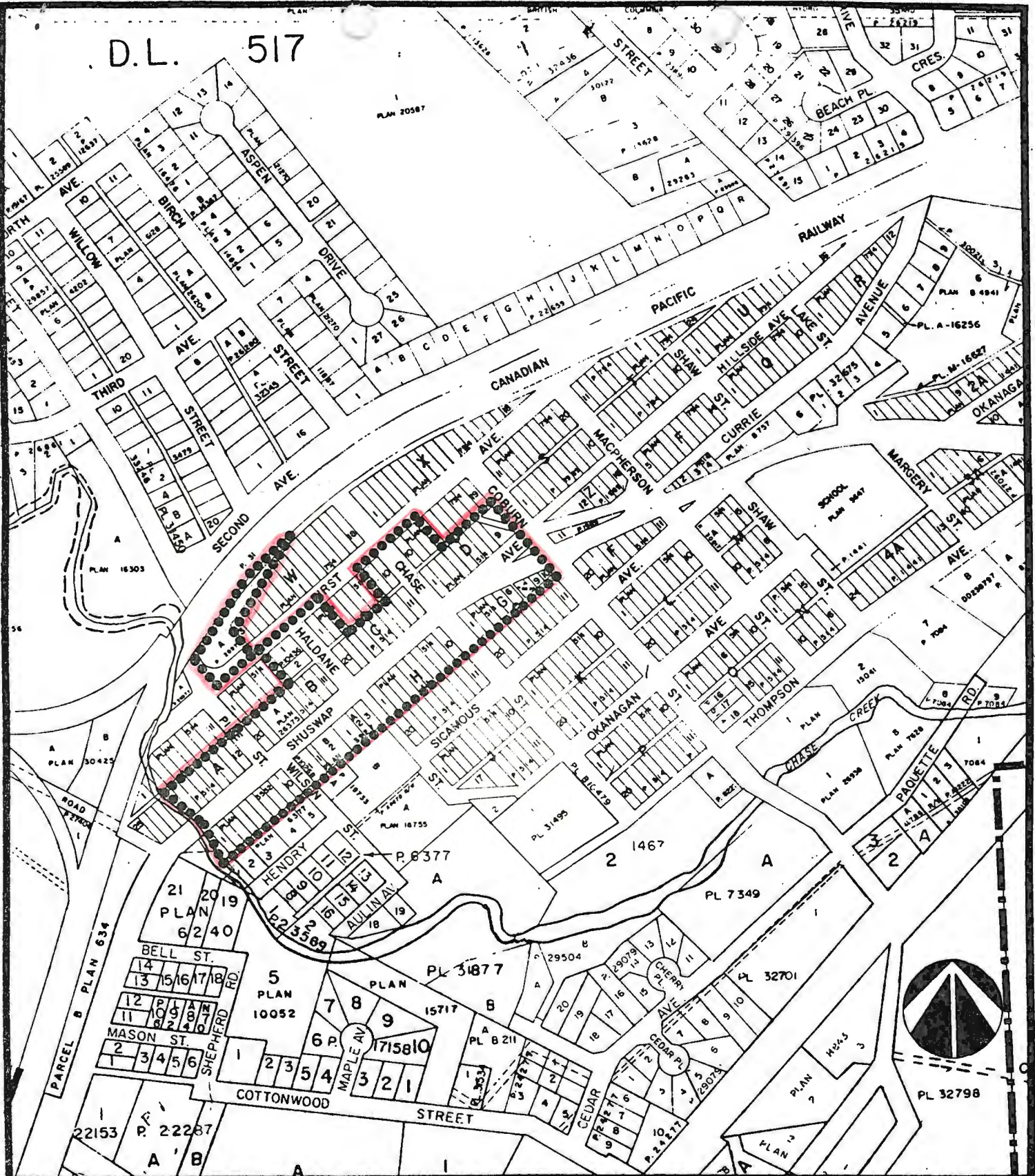
                      
Deputy Inspector of Municipalities

DOWNTOWN REVITALIZATION/SPECIFIED AREA

<u>Folio</u>	<u>Owners</u>	<u>Legal Description</u>	<u>Actual Footage</u>
58.000	Royal Canadian Legion	Lot: Pcl b, P1 B6088, Ld: KDYD, DD 12897, of Lot 1, Plan 1467	30
59.000	Royal Canadian Legion	Lot 1-4, Plan 3532, DL 517, KDYD	120
60.000	Gerboth, Hans & Ann	Lots 5&6, Plan 3532, DL 517, KDYD	60
61.000	Village of Chase (exempt)		
88.000	Bar M Holdings Ltd.	Lot 1, Plan 10268, DL 517, KDYD, Lot 1 Blk B, Plan 3927	81
91.010	Village of Chase (exempt)		
92.000	C. I. Bank of Commerce	Lot 2, Blk A, Plan 3927, DL 517, KDYD	30
93.000	Jansen, Alice	Lot 3, Blk A, DL -17, Plan 3927, KDYD	35
104.000	Adios Investments Inc.	Lot 12, Blk A, P1 514, DL 517 KDYD	35
105.000	Village of Chase (exempt)		
119.050	Adams, George & Patricia	Lot 12, Blk B, Plan 514, DL 517, KDYD	30
119.051	Schmidt, Matthew & Norma	Lot 13, Blk B, Plan 514, DL 517, KDYD	30
120.000	Pentecostal Assemblies of Canada	Lot 14, Blk B, Plan 514, DL 517, KDYD	30
121.000	Pentecostal Assemblies of Canada	Lot 15, Blk B, Plan 514, DL 517, KDYD	30
122.050	Wilson Properties Ltd.	Lot A, Plan 26375, DL 517, KDYD	90
123.005	Frank, Jake & Ruby	Lot A, Plan 34165, DL 517, KDYD	60
125.000	Blue Spruce Investments Ltd.	Lots 1&2, Blk C, Plan 514, KDYD	160
131.000	Blue Spruce Investments Ltd.	Lots 9&10, Blk C, Plan 514, DL 517 KDYD	160
132.000	Blue Spruce Investments Ltd.	Lot 11&12, Blk C, Plan 514, DL 517 KDYD	60
133.000	Chase Cafe	Lot 13, Blk C, Plan 514, DL 517, KDYD	30
134.000	Gregoriou, C. & M.	Lot 14, Blk C, Plan 514, DL 517, KDYD	30
135.000	Two Valley Holdings Ltd.	Lots 18-20, Blk C, Plan 514, DL 517, KDYD	90
135.005	Two Valley Holdings Ltd.	Lot 11, Blk B, Plan 514, DL 517, KDYD	30
135.010	Gregorious, Gus	Lot 15, Blk C, Plan 514, DL 517, KDYD	30
135.012	Cameron, Doug & Helen Gagne, Bernard & Dickson, A.	Lot 16, Blk C, Plan 514, DL 517, KDYD	30
135.014	Lapushinsky Consultants Inc.	Lot 17, Blk C, Plan 514, DL 517, KDYD	30
136.000	Thompson Valley Cr. Union	Lot Z, Blk D, Plan 514, DL 517, KDYD	160
138.000	P & K Holdings, Ltd.	Lot 3&4, Blk D, Plan 514, DL 517, KDYD	60
139.000	F&M Drycleaners Ltd.	Lot 5, Blk D, Plan 514, DL 517, KDYD	30
140.000	Danks, Gilbert & Gertrude	Lot 6, Blk D, Plan 514, DL 517, KDYD	30
141.000	Marule, Jacob	Lot 7, Blk D, Plan 514, DL 517, KDYD	30
142.005	Fleming, David & Patricia	Lot A, Blk D, Plan 31034, DL 517, KDYD	90
144.000	Blue Spruce Investments Ltd.	Lot 10-12, Blk D, Plan 794 DL 517, KDYD & West 15 FT of Lot 13	105
162.000	Perry, Alfred & Alma	Lot 3-6, Blk G, Plan 514, DL 517, KDYD & Pt Lt 7, P1 B5460 Exc P1 8570&A973	126
163.000	Leong, Ling F.	Lot A, Plan 8570, DL 517, KDYD	50
164.000	Leong, Henry	Lot 8, Blk G, Plan 514, DL 517, KDYD exc Plan 8570	66
165.000	Leong, Henry	Lot 9&10, Blk G, Plan 514, DL 517 KDYD	66
171.000	Shuswap Holdings Ltd.	Lot 1&2, Blk H, Plan 514, DL 517, KDYD	60
172.000	Koch, R. & E. Kenneth Beck Holdings Ltd.	Lot 3, Blk H, Plan 514, DL 517, KDYD	30
173.000	Esslinger, Erwin	Lot 4&5, Blk H, Plan 514, DL 517, KDYD	60
174.000	Fowlie-Nicholson Realty	Lot 6, Blk H, Plan 514, DL 517, KDYD & West 24 Ft of Lot 7	54

<u>Folio</u>	<u>Owners</u>	<u>Legal Description</u>	<u>Actual Footage</u>
175.000	Lewis & Short Hardware Ltd.	Lot 8&9, Blk H, Plan 514, DL 517, KDYD & East 6 Ft of Lot 7	66
176.000	McLean, Russell & Edith	Lot 10, Blk H, Plan 514, DL 517, KDYD	30
116.000	Leong, Ling F	Lot 1, Plan 10436, DL 517, KDYD	90
117.000	Trudell, Irwin & Violet	Lot 2, Plan 10436, DL 517, KDYD	40
287.005	Village of Chase (exempt)		
			<u>2488</u>

D.L. 517



**CHASE DOWNTOWN REVITALIZATION  
SPECIFIED AREA PLAN**

BYLAW NO. 274, 1984

SCALE 1:5000

THIS AGREEMENT made the 17<sup>th</sup> day of September, 1984.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA as represented by the Minister of  
Municipal Affairs (herein called the "Minister")

OF THE FIRST PART

AND:

THE VILLAGE OF CHASE

a municipality incorporated  
under the "Municipal Act" of the Province of British  
Columbia (herein called the "Municipality")

OF THE SECOND PART

WHEREAS:

- A. Pursuant to Part 3 of the Special Funds Act, S.B.C., 1980, a Downtown Revitalization Fund (herein called the "Fund") has been established in order to grant aid to municipalities and the business community to revitalize downtown areas and to provide for loans to municipalities to assist in the capital cost of downtown improvement;
- B. Pursuant to section 10(2) of the aforesaid Act, the Minister may request that an expenditure be made from the Fund to the person designated by the Minister;
- C. The Municipality wishes to revitalize its downtown area by making capital improvements as hereinafter described and for that purpose has applied to the Minister for a loan pursuant to the aforesaid Act; and
- D. The Municipality has adopted such bylaws and resolutions, undertaken such planning and design work and furnished such information concerning the said capital improvements as the Minister requires prior to entering into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

DEFINITIONS

1. In this Agreement:
  - (a) "Advancement Date" means that date on which the first advance of the Loan is made by the Province to the Municipality;

- (b) "Budget" means a detailed estimate of total costs of the Project incurred and to be incurred by the Municipality, from commencement to completion of the Project, prepared by a Professional Engineer;
- (c) "Costs" means direct costs of the Project that, in the opinion of the Minister, have been or are to be, as the case may be, reasonably and properly incurred and paid by the Municipality and include costs of the Project relative to public information, surveys, engineering, construction, architectural design, costs of the Project related to or arising from administration, or costs of the Project related to acquisition of the Lands (or any interest therein) or conditions of acquisition of the Lands (or any interest therein);
- (d) "Downtown Area" means that area of the Municipality outlined in red on the map attached hereto as Schedule "A" and forming part of this Agreement which area has been designated by the Minister and which is the subject of a Specified Area bylaw passed by the Municipality;
- (e) "Force Majeure" means strikes, lockouts, labour disputes, fire, tempest, acts of God or any other cause, whether similar or not to those hereinbefore enumerated beyond the reasonable control of the party concerned but in no event will lack of money be deemed to be a cause beyond the reasonable control of the Municipality;
- (f) "Lapsing Date" means the second anniversary of the Advancement Date subject to the provisions of paragraph 14 hereof;
- (g) "Minister" means the Minister of Municipal Affairs of the Province of British Columbia and any person designated by the Minister to act for him or on his behalf with respect to any of the provisions of this Agreement;

- (h) "Plans" means detailed plans and specifications of and for the Project including without limiting the foregoing such concept and design plans as have been approved by the Minister and a statement of the proposed dates for commencement and completion of each phase or component of the Project, prepared by a Professional Engineer, which Plans are attached hereto as Schedule "B" and form part of this Agreement;
- (i) "Professional Engineer" means an engineer registered or licensed under the provisions of the Engineering Profession Act or an engineer designated by the Municipality and approved by the Minister;
- (j) "Project" means the revitalization or improvement by the Municipality of the Downtown Area by the construction, acquisition or installation of the works, property, improvements or services described in the Plans all in accordance with the Plans that are approved by the Minister.

CONDITIONS PRECEDENT

- 2. The City represents and warrants to the Province that:
  - (a) all information, statements, documents and reports furnished or submitted by the Municipality to the date of this Agreement in connection with the application by the Municipality for financial assistance, by way of loan, pursuant to the Downtown Revitalization Program, are true and correct;
  - (b) the Municipality has, or will have, received prior to commencement of the Project all approvals for the Project required to be obtained from the Ministry of Municipal Affairs and any other Ministries or agencies of the Province of British Columbia including, without limiting the foregoing, the designation of the Downtown Area by the Minister;



- (c) all necessary proceedings of the Municipality have been taken and done or will have been taken and done prior to commencement of the Project to authorize the Project including, without limiting the foregoing, the passage of a specified area by law and such other proceedings as are required pursuant to the Municipal Act; and
- (d) this Agreement has been legally and properly executed by the Municipality and is legally binding upon and enforceable against the Municipality in accordance with its terms.

COMMENCEMENT AND COMPLETION

- 3. The Municipality will, subject to Force Majeure and paragraph 2, forthwith on execution of this Agreement, commence the Project.
- 4. The Municipality will complete the Project, in accordance with the Plans, not later than the Lapsing Date, subject to Force Majeure.
- 5. The Municipality will submit to the Minister, when and so often as requested by the Minister so to do, evidence satisfactory to the Minister that the representations and warranties of the City set forth in paragraph 2 hereof are true and correct.

LOAN AND ADVANCES

- 6. The Minister will cause the Province, subject to and in accordance with the provisions of this Agreement, to loan to the Municipality the lesser of:
  - (a) Canadian \$ 337000 ; and
  - (b) an amount equal to 75% of the Costs,(such lesser amount being herein called the "Loan") which Loan includes the sum of 10,000, which was paid to the Municipality by the Province for the preparation of a design concept and cost estimate for the Project in anticipation of this Agreement.

7. If no Event of Demand (as hereinafter defined) has occurred or if an Event of Demand has occurred but the same has been remedied to the satisfaction of the Minister, the Minister will cause the Province to make advances of the Loan to the Municipality from time to time after receipt by the Minister of written progress claims setting out Costs and submitted, not more frequently than monthly, by the Municipality.
8. The amount of the advance of the Loan to be made by the Province following receipt by the Minister of any claim referred to in paragraph 7 will be equal to the Costs set out thereon or, in the discretion of the Minister (exercisable at any time and from time to time), 85% of the Costs set out thereon.
9. Each claim referred to in paragraph 7 will:
  - (a) set out all Costs that have, for the period of time covered by the particular claim, been paid by the Municipality; and
  - (b) be accompanied by a certificate dated and signed by a Professional Engineer, certifying in form and content satisfactory to the Minister that the particular claim is true and correct.
10. None of the claims referred to in paragraph 7 will be submitted by the Municipality to or be considered by the Minister or the Province after the Lapsing Date.
11. Notwithstanding paragraph 7 the Minister may, in his discretion, cause the Province to make an advance of the Loan up to but not exceeding 15% of the Loan to the Municipality after receipt by the Minister of written estimates setting out Costs to be paid by the Municipality within 45 days of receipt by the Minister of any such written estimate.
12. If the Province makes an advance of the Loan pursuant to paragraph 11, then the Municipality will:

- (a) apply or pay any such advance and interest earned on such advance in or towards payment of Project Costs; and
  - (b) submit to the Minister within 60 days of receipt by the Municipality of such advance a written progress report setting out all Costs paid by the Municipality from such advance together with a certificate dated and signed by a Professional Engineer, certifying in form and content satisfactory to the Minister that the particular progress report is true and correct.
13. The Province or the Minister will not be obligated to make any further advance of the Loan on the basis of estimates otherwise than in accordance with paragraph 11 of this Agreement.

LAPSING DATE

14. No advance, or further advance, as the case may be, of the Loan will be made by the Province to the Municipality after the Lapsing Date provided that the Minister, in his discretion or in the event of Force Majeure occurs, may determine to extend the Lapsing Date.

STATEMENT OF PROJECT COSTS

15. The Municipality will, within 60 days of the date of completion of the Project, submit to the Minister for approval by the Minister;
- (a) an audited statement, or if certified by the Municipality Manager, an unaudited statement, of all Project costs actually incurred by the Municipality, such statement to be in form and content satisfactory to the Minister and to be certified true and correct by the Municipality Manager, a professional accountant or a firm of professional accountants; and
  - (b) a certificate dated and signed by a Professional Engineer, certifying in form and content satisfactory to the Minister that the Project has been completed in accordance with the Plans.

COSTS IN EXCESS OF BUDGET

16. If at any time before the Project is completed it appears or becomes evident to the Municipality that the actual cost to be incurred by the Municipality for or in respect of any phase or component of the Project set forth in the Budget will exceed the estimated cost thereof set forth in the Budget, then:

- (a) the Municipality will forthwith provide the Minister with full and complete particulars of such excess cost; and
- (b) the Minister, in his discretion, may notify the Municipality that the Province has determined to withhold any advance or further advance, as the case may be, of the Loan until the Municipality has made arrangements, satisfactory to the Minister, for the payment of such excess cost.

PRINCIPAL AND INTEREST REPAYMENTS

17. The Loan, or so much thereof as shall from time to time remain unpaid, together with the whole or any part of the interest at the Loan Rate that is not paid when due will, as well after as before maturity or default, bear interest, for the 12 month period commencing on the second anniversary of the Advancement Date, calculated and accruing from the second anniversary of the Advancement Date and thereafter for each subsequent 12 month period, calculated and accruing from the date of each subsequent anniversary of the Advancement Date, at that rate per annum (herein called the "Loan Rate") for each year that is set out in Schedule "C", which is attached to and forms part of this Agreement (the first such year set out in Schedule "C" to commence on the Advancement Date).

18. The Municipality will, so long as any part of the Loan remains unpaid and on the third anniversary of the Advancement Date and annually thereafter on each subsequent anniversary of the Advancement Date make principal interest payments to the Province in the amounts set out in Schedule "C" at each anniversary of the Advancement Date but notwithstanding the foregoing provisions of this paragraph 18, the Municipality may, in addition to the amounts to be repaid pursuant to Schedule "C", at any time prepay the whole or any part of the principal and interest outstanding without notice, bonus or penalty, and if any such prepayment is made the parties will make appropriate adjustments to Schedule "C".

19. The Province will, upon receipt of loan repayments, apply the same pro tanto firstly, in or towards payment of interest at the Loan Rate, if any, accrued to and unpaid at the date of any such payment and secondly, in or towards payment of the Loan or balance thereof remaining unpaid on the date of any such payment provided that if the monies so paid to and received by the Province exceed the amount or aggregate amount required to pay in full all aforesaid interest and to repay in full the Loan the Province will forthwith pay such excess to the Municipality.

FINAL REPAYMENT DATE

20. If the Loan and all interest thereon at the Loan Rate have not been fully repaid in accordance with paragraph 18 the Municipality will pay to the Province on the twelfth anniversary of the Advancement Date:

(a) the Loan or so much thereof as then remains unpaid; and

(b) all interest at the Loan Rate then accrued and unpaid.

PROGRESS REPORTS

21. The Municipality will, so long as any part of the Loan remains unpaid and within 30 days of the first anniversary of the Advancement Date and annually thereafter within 30 days of each subsequent anniversary of the Advancement Date, until completion of the Project submit to the Minister a progress report concerning the financial status and progress of the Project, such report to contain, for the particular 12 months preceding the particular anniversary of the Advancement Date, such detailed information concerning the Project as may be required from time to time by the Minister.

RECORDS AND ACCESS

22. The Municipality will, so long as any part of the Loan remains unpaid, keep and maintain proper and accurate books of account and records relating to the Project and all Costs of the Project and afford the Province or its nominees, whenever the Minister from time to time deems it necessary, free and unrestricted access to such books of account and records for purposes of inspecting, examining, auditing and copying the same.
23. The Municipality will permit the Province or its nominees reasonable access to the Project for the purpose of examining and evaluating the progress of the Project and any problems in the delivery of the revitalization program and, if the Minister so requests, the Municipality will prepare and maintain a photographic record of the progress of the Project.

PROHIBITIONS

24. The Municipality will not make any material change to the Budget or the Plans once the same have been approved by the Minister without the prior written approval of the Minister.

25. The Municipality will not assign or transfer to any person the Loan or any part thereof that from time to time has not been advanced by the Province to the Municipality pursuant to this Agreement.
26. The Municipality will not apply or expend any advance of the Loan otherwise than in or towards payment of Costs.

INDEMNITY

27. The Municipality will from and after the date hereof and until the Loan and all interest thereon at the Loan Rate have been fully repaid:
  - (a) obtain and maintain adequate liability insurance for and in respect of the Project; and
  - (b) indemnify and save harmless the Province and the Minister from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province or the Minister may sustain, incur, suffer or be put to that in any way arise out of anything done or omitted to be done in respect of the Project or upon or about the Downtown Area by the Municipality, its servants, employees, agents, contractors, invitees or licensees.

EVENTS OF DEMAND

28. If any of the following events (herein called an "Event of Demand") occurs, namely:
  - (a) the Municipality fails to observe, perform or comply with any provision of this Agreement on the part of the Municipality to be observed, performed or complied with;
  - (b) any representation or warranty made by the Municipality in this Agreement is untrue or incorrect; or
  - (c) any information, statement, document or report submitted by the Municipality to the Minister pursuant to this Agreement is untrue or incorrect

then, at the option of the Province, exercisable by written notice from the Minister to the Municipality, the Loan or so much thereof as remains unpaid at the date of exercise by the Province of said option and all interest thereon at the Loan Rate then accrued and unpaid will forthwith become due and be payable by the Municipality to the Province and such aggregate amount will bear interest at the Loan Rate from the date of exercise of said option until such aggregate amount and said interest thereon is received by the Province. If the Province exercises its said option then, anything in this Agreement to the contrary notwithstanding, the Province will not, from and after the date of exercise of said option, be obligated to make any advance or further advance, as the case may be, of the Loan.

OPENING CEREMONIES

29. An opening ceremony relating to the commencement or completion (or both) of the Project will be arranged jointly by the parties.

SIGNS OR PLAQUES

30. The Municipality will permit the Province to erect and maintain;

- (a) from the date hereof and until the completion of the Project a sign or signs in such form as the Minister deems appropriate to the effect that the Project is a project financed by contributions from the Ministry of Municipal Affairs of the Government of British Columbia and the Municipality, or such wording to the like effect as the Province may determine; and
- (b) upon and after completion of the Project a permanent sign or plaque to the effect set forth in subparagraph (a) of this paragraph.



GENERAL

31. This Agreement will be construed in accordance with the laws of the Province of British Columbia.
32. Time will be of the essence of this Agreement.
33. The headings or titles in this Agreement are inserted for ease of reference only and form no part of this Agreement.
34. Any notice, document, statement, report, demand or payment desired or required to be given or made pursuant to this Agreement will be in writing and will be effectively given or made if delivered personally to the party to whom it is to be given or made, or if mailed in Canada with postage prepaid addresses, if to the Province or the Minister:

Administrator  
Downtown Revitalization Program  
Ministry of Municipal Affairs  
Parliament Buildings  
Victoria, British Columbia  
V8V 1X4

and if to the Municipality:

The village of Chase  
Box 440,  
CHASE B.C.


VOE 1M0

and any such notice, document, statement, report, demand or payment so mailed will be deemed to be given to and received by the addressee on the third business day after the mailing of the same except in the event of disruption of postal service in Canada in which case any such notice, document, statement, report, demand or payment will be deemed to be given to and received by the addressee when actually delivered to the particular address set out above. Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of this paragraph, be deemed to be the address of the party giving such notice.

- 35. In this Agreement wherever the singular or masculine is used it will be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the parties so require.
- 36. This agreement contains the entire Agreement between the parties and the terms of this Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.

IN WITNESS WHEREOF the Minister of Municipal Affairs, on behalf of the Province, has hereunto set his hand and the Corporate Seal of the Municipality has been hereunto affixed in the presence of its Mayor and Municipal Clerk the day and year first above written.

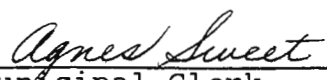
SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by the Minister of Municipal Affairs in the presence of:

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
Minister of Municipal Affairs

THE Corporate Seal of the VILLAGE OF CHASE was hereunto affixed in the presence of:

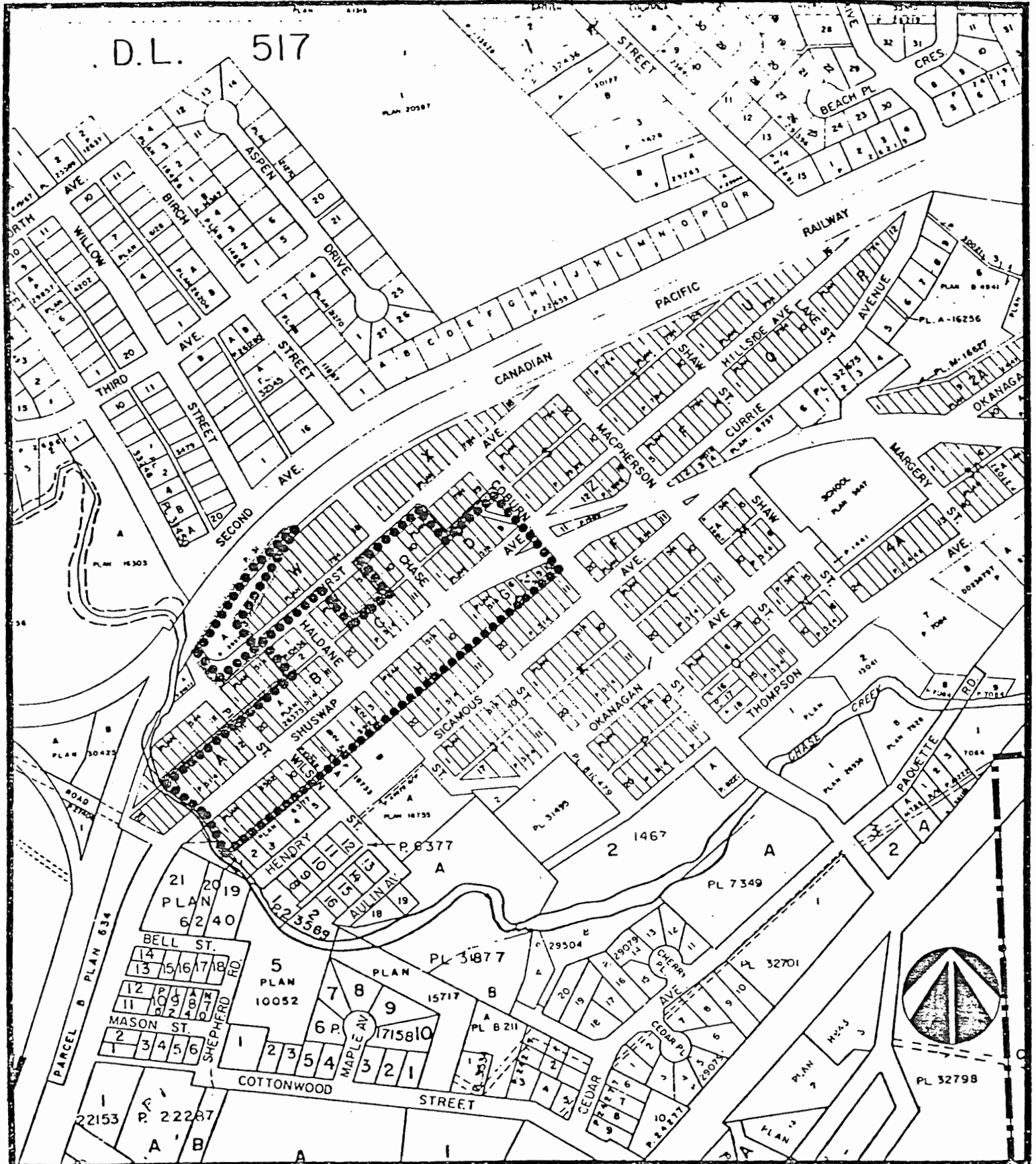
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Municipal Clerk

Schedule A

Downtown Revitalization Program

Village of Chase



**CHASE DOWNTOWN REVITALIZATION**

**SPECIFIED AREA PLAN**

BYLAW NO. 274, 1984

SCALE 1:5000

Schedule B

Downtown Revitalization Program

Village of Chase



**cost estimate :**

(Based on initial concept plan and should therefore be considered preliminary only)

project Chase Downtown Revitalization

job no. KS-84-B695-1

date July 12, 1984

item	quantity	units	unit cost	total
1. Curb & Gutter	450	l.m.	\$30.00	\$13,500
2. Sidewalks	1500	m <sup>2</sup>	\$50.00	\$75,000
3. Curb Flare Planters	80	l.m.	\$70.00	\$5,600
4. Crosswalk Paving	300	m <sup>2</sup>	\$45.00	\$13,500
5. Street Lighting	12	ea.	\$3000.00	\$36,000
6. Haldane St. Upgrading		l.s.		\$15,000
7. R.V. Parking Lot		l.s.		\$50,000
8. Landscaping		l.s.		\$23,200
9. Site Furnishings / Features (includes Shuswap Avenue Entry feature)		l.s.		\$50,000
10. Overhead Utility Relocation (Assumes a cost sharing arrangement where funding from the downtown revitalization program (\$80,000), Municipal Affairs (\$80,000), and B.C. Hydro (\$80,000) contribute to the total cost of \$240,000.		l.s.		\$80,000
11. Hydro & Telephone Conversions	31	ea.	\$1200.00	\$37,200
Sub Total				\$399,000
Engineering & Design				\$37,000
<b>TOTAL COST</b>				<b>\$436,000</b>

SCHEDULE C  
DOWNTOWN REVITALIZATION PROGRAM  
VILLAGE OF CHASE

Loan Repayment Schedule

MFA 12%

Loan Amount \$327,000  
plus Design Advance Loan of \$10,000

Years  (Anniversary of Advancement Date)	<u>Interest Rate</u>	<u>Loan Balance End of Year</u>	<u>Principal Paid</u>	<u>Interest</u>	<u>P &amp; I Payment</u>
1985	0	337,000	0	0	0
1986	0	337,000	0	0	0
1987	4.8%	303,300	33,700	16,176.00	49,876.00
1988	4.8%	269,600	33,700	14,558.40	48,258.40
1989	4.8%	235,900	33,700	12,940.80	46,640.80
1990	4.8%	202,200	33,700	11,323.20	45,023.20
1991	9.6%	168,500	33,700	19,411.20	53,111.20
1992	9.6%	134,800	33,700	16,176.00	49,876.00
1993	9.6%	101,100	33,700	12,940.80	46,640.80
1994	12%	67,400	33,700	12,132.00	45,832.00
1995	12%	33,700	33,700	8,088.00	41,788.00
1996	12%	0	33,700	4,044.00	37,744.00
			<u>337,000</u>	<u>127,790.40</u>	<u>464,790.40</u>

Advancement Date \_\_\_\_\_

Clause 1A of Loan Agreement

"Advancement Date" means that date on which the first advance of the loan is made by the Province to the Municipality.

First repayment date \_\_\_\_\_