

Schedule "A"

HOUSING AGREEMENT

(Pursuant to Section 905 of the *Local Government Act*)

THIS AGREEMENT is made the ____ day of _____, 2008.

BETWEEN:

CITY OF PARKSVILLE

P.O. Box 1390
100 E. Jensen Avenue
Parksville, B.C. V9P 2H3

(the "**City**")

OF THE FIRST PART

AND:

CAREL PROPERTIES LTD.

2595 McCullough Road
Nanaimo, BC V9S 4M9

(the "**Owner**")

OF THE SECOND PART

WHEREAS

- A. Under section 905 of the *Local Government Act* the City may, by bylaw, enter into a Housing Agreement with an owner respecting the occupancy of the housing units identified in the Agreement, including but not limited to terms and conditions referred to in section 905(2) of the *Local Government Act*;
- B. The Owner is the registered owner in fee simple of lands in the City of Parksville, British Columbia, and legally described as:

PID 005-109-612
Lot 5, District Lot 14, Nanoose District, Plan 5797

(the "**Lands**");

- C. The provisions of the City of Parksville Zoning and Development Bylaw, 1994, No. 2000, section 204.2(b), entitle the Owner to an increase in the permitted density of development on the Lands, subject to the provision of certain amenities, including the Owner's entry into a section 905 Housing Agreement over the Lands;
- D. The City and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to section 905 of the *Local Government Act*, to secure the obligation of the Owner to provide rental housing units to persons of qualified income on the Lands.

NOW THIS AGREEMENT WITNESSES that pursuant to section 905 of the *Local Government Act*, and in consideration of the premises and covenants contained in this Agreement, the parties agree each with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

"Affordable Housing Unit" means a dwelling unit to which this Agreement applies.

"Commencement Date" means the date on which the term of this Agreement commences under section 2.1.

"Daily Amount" means Two Hundred (\$200.00) Dollars per day.

"Development" means the construction of a development on the Lands to which section 204.2(b) of the City of Parksville Zoning and Development Bylaw, 1994, No. 2000 applies.

"Household" means all persons residing together in an Affordable Housing Unit.

"Owner" includes a person who acquires an interest in the Lands and is thereby bound by this Agreement, as referred to in section 14.1

"Rent" means the amount of rent that may be charged by the Owner to a Tenant under this Agreement.

"Strata Corporation" means, for the portions of the Lands or a building on the Lands (including the Development) that are subdivided under the *Strata Property Act*, a strata corporation as defined in that Act.

"Tenant" means a person or persons to whom an Affordable Housing Unit has been rented or leased.

"Total Household Income" means the total income of a Tenant's Household, from all sources.

2.0 TERM

2.1 The term of this Agreement is fifteen (15) years (the "**Term**"), commencing on the earlier of July 1, 2009 or the issuance of an occupancy permit for the Development by the City of Parksville.

2.2 This Agreement shall be automatically renewed for a renewal term of fifteen (15) years (the "**Renewal Term**"), upon the expiry of the Term or a Renewal Term as the case may be, and on the same terms and conditions including this provision for automatic renewal, unless written notice has been given by the City or the Owner, at least six (6) months before the expiry of the Term or Renewal Term in question, that the City, or Owner, does not intend to renew this Agreement.

3.0 AFFORDABLE HOUSING UNITS

3.1 The Owner covenants and agrees that four (4) residential housing units within the Development, each with a floor area of not less than fifty (50m²) square metres, will be developed, and will thereafter be held and occupied throughout the Term, and any Renewal Term, as Affordable Housing Units under the terms of this Agreement.

4.0 FORM OF TENURE

4.1 The Owner covenants and agrees that for the Term of this Agreement and any Renewal Term, each Affordable Housing Unit shall be occupied only by a Tenant and the other members of the Tenant's Household, under the terms of a residential tenancy agreement that complies with this Agreement.

5.0 TENANT QUALIFICATION

5.1 The Owner covenants and agrees that each Affordable Housing Unit shall only be rented or leased to a Tenant whose Total Household Income is equal to or less than a Moderate Income as determined under section 5.2

5.2 For the purposes of this Agreement, a "Moderate Income" means the total income from all sources of a Household that is equal to or less than eighty (80%) percent of the median household income of residents of the City of Parksville (or nearest metropolitan area for which Statistics Canada compiles such data, if that agency does not compile separate household income data for the City of Parksville), as determined from time to time by Statistics Canada under the most recent census conducted by that agency. In the event that Statistics Canada does not determine the median household income, as aforesaid, in a calendar year while this Agreement is in effect, then for such year (the "**Current Year**")

the Moderate Income as calculated for the previous year of this Agreement (the "Previous Year") shall be adjusted in an amount equal to the percentage change in the Consumer Price Index (All Items) maintained by Statistics Canada for the City of Parksville or closest metropolitan area, from January 1 of the Previous Year to January 1 of the Current Year

6.0 RENT

- 6.1 The Owner covenants and agrees that the Rent payable by a Tenant for an Affordable Housing Unit as at the Commencement Date and for twelve (12) months following the Commencement Date shall not exceed EIGHT HUNDRED, TWENTY (\$820.00) DOLLARS per month.
- 6.2 The Owner further covenants and agrees that the Rent payable by a Tenant for an Affordable Housing Unit shall be increased no more than once annually throughout the Term and any Renewal Term, on the anniversary of the Commencement Date, and shall be increased by no more than the lesser of:
- (a) four (4%) percent of the Rent payable by a Tenant during the previous twelve (12) month period; or
 - (b) the maximum rental increase permitted under the provisions of the *Residential Tenancy Act*, as amended or replaced from time to time.

7.0 RENTING AND LEASING REQUIREMENTS

- 7.1 Subject to the terms of this Agreement, the Owner shall not rent or lease an Affordable Housing Unit except under the terms of a written agreement that complies with the *Residential Tenancy Act* and this Agreement.
- 7.2 A copy of this Agreement must be attached to each residential tenancy agreement respecting an Affordable Housing Unit, and each such residential tenancy agreement shall:
- (c) require the Tenant to acknowledge in writing that the rental of the Affordable Housing Unit is subject to the terms and conditions of this Agreement; and
 - (d) provide that the Affordable Housing Unit must not be occupied in breach of the provisions of this Agreement.

8.0 ROLE OF CITY

- 8.1 Nothing in this Agreement shall make the City responsible to the Owner for any breach or failure on the part of a Tenant to observe any of the terms or

conditions of the Tenant's residential tenancy agreement, including the obligation to pay Rent.

- 8.2 Nothing in this Agreement shall make the City responsible for any costs, expenses, liabilities, damages, actions or causes of action related to or arising from the use or occupancy of an Affordable Housing Unit, or the maintenance or repair of an Affordable Housing Unit, or any damage, loss, destruction of or to an Affordable Housing Unit.

9.0 TERMINATION OF TENANCY

- 9.1 The Owner agrees to terminate the tenancy of a Tenant who occupies an Affordable Housing Unit in breach of the terms of this Agreement, such termination to be in accordance with the requirements of the *Residential Tenancy Act*.

10.0 REPORTING

- 10.1 The Owner covenants and agrees to provide to the City's Director of Administrative Services, within thirty (30) days following the Commencement Date and on the annual anniversary of the Commencement Date, a report in writing setting out the following:

(a) written confirmation that the Affordable Housing Units are occupied solely by Tenants who continue to meet the selection criteria set out in section 5.1 of this Agreement, and information confirming the Total Household Income of each Tenant's Household, and the Rent that is being charged that Tenant.

- 10.2 The Owner covenants and agrees

(a) that if a strata plan is deposited for the Development, that the Strata Corporation will not pass bylaws that would restrict the availability, contrary to this Agreement, or the number of Affordable Housing Units; and

(b) to notify the City of any proposed amendments to its strata bylaws that may affect the terms of this Agreement.

- 10.3 The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for no reason.

11.0 REMEDY FOR BREACH

- 11.1 The Owner covenants and agrees that in the event it charges a greater Rent for an Affordable Housing Unit than is permitted under the terms of this Agreement, the excess Rent collected by the Owner over and above the Rent permitted to be

charged (the "**Excess Rent**") shall constitute a debt due and owing to the City, in trust for the Tenant who paid the Excess Rent, and that the Owner will upon demand by the City remit to the City the amount of any Excess Rent paid by a Tenant within thirty (30) days.

11.2 The Owner acknowledges and agrees that:

- (a) the City requires affordable housing for Households having a Moderate Income;
- (b) the Owner is entering into this Agreement to benefit the public interest in providing affordable housing for Households having a Moderate Income; and
- (c) the City's rights and remedies under this Agreement are necessary to ensure that the purpose of providing affordable housing for Households having a Moderate Income is carried out.

11.3 The Owner therefore agrees that, in addition to any other remedies available to the City under this Agreement (including but not limited to a claim for Excess Rent) or at law or equity, if a Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the City shall give the Owner not less than thirty (30) days notice within which to remedy any breach of this Agreement and, in the event the Owner fails to remedy any such breach of this Agreement, the Owner will pay the Daily Amount to the City for each day of the breach of this Agreement following the expiration of the said thirty (30) day notice period.

11.4 In the event the Owner fails to remedy any breach of this Agreement within the said thirty (30) day notice period, the City may deliver an invoice to the Owner for the Daily Amount, which Daily Amount is due and payable to the City by the Owner one (1) month following receipt by the Owner of an invoice from the City for the same.

11.5 The Owner agrees that the City, at its option, may enforce payment of any amount outstanding under this Agreement, including any Excess Rent or the Daily Amount, in a Court of competent jurisdiction as a contract debt, by proceedings for the appointment of a receiver, or by any other method available to the City in law or in equity.

11.6 The Owner further acknowledges and agrees that the City's Daily Amount is a fair and reasonable estimate of the damages the City will sustain as a result of the loss of affordable housing due to a breach of this Agreement by the Owner and is not to be construed as a penalty or forfeiture but as liquidated damages.

12.0 MANAGEMENT OF AFFORDABLE HOUSING UNITS

12.1 The Owner covenants and agrees that it will maintain the Affordable Housing Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards, applicable to the Affordable Housing Units. The Owner further covenants and agrees that it will provide good and efficient management of the Affordable Housing Units, in accordance with the standards of the owner or manager of first class residential property, and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*, and subject to the provisions of the *Community Charter* respecting inspection of property.

13.0 RELEASE AND INDEMNITY

13.1 The Owner hereby releases and forever discharges the City of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Owner can or may have against the City for any loss or damage or injury that the Owner may sustain or suffer that is related to or arises out of this Agreement.

13.2 The Owner covenants and agrees to indemnify and save harmless the City from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone might have as owner, occupier or user of the Land, or by a person who has an interest in or comes onto the Land, or by anyone who suffers loss of life or injury to his person or property, that arises out of this Agreement, or the Owner's breach of a provision of this Agreement.

14.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

14.1 Notice of this Agreement will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 905 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

15.0 CITY POWERS UNAFFECTED

- 15.1 Nothing in this Agreement shall:
- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or common law, including in relation to the regulation of the use or subdivision of the Lands;
 - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;

- (c) affect or limit any enactment relating to the use or subdivision of the Lands or any condition contained in any approval granted by the City including a development permit respecting the development of the Lands; or
- (d) relieve the Owner from complying with any enactment, including a bylaw of the City, in relation to the use or subdivision of the Lands.

16.0 GENERAL PROVISIONS

Notice

16.1 If sent as follows, notice under this Agreement is considered to be received:

- (a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and
- (b) on the date of delivery if hand-delivered,

to the City:

City of Parksville
P.O. Box 1390

100 E. Jensen Avenue

Parksville, B.C. V9P 2H3
Attention: Director of Administrative Services
Fax: 250-954-4685

to the Owner:

Carel Properties Ltd.
2595 McCullough Road
Nanaimo, BC V9S 4M9
Attention: Joel McDaniel
Fax: (250) 729-0173

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail service or facsimile service is interrupted by strike, work slow-down, force majeure, or other cause,

- (a) notice sent by the impaired service is considered to be received on the date of delivery, and

- (b) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

Time

- 16.2 Time is to be the essence of this Agreement.

Binding Effect

- 16.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

Waiver

- 16.4 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Headings

- 16.5 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

Language

- 16.6 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

Cumulative Remedies

- 16.7 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

Entire Agreement

- 16.8 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

Further Assurances

16.9 Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

Amendment

16.10 This Agreement may be amended from time to time upon terms and conditions acceptable to the parties.

Law Applicable

16.11 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PARKSVILLE by its authorized signatories:)

_____)
Mayor)

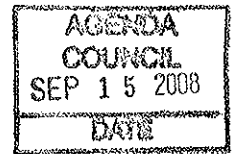
_____)
Director of Administrative Services)

Officer Certification:

CAREL PROPERTIES LTD. by its authorized signatory:

Joel McDaniel

September 8, 2008



MEMO TO: FRED MANSON, CHIEF ADMINISTRATIVE OFFICER

FROM: DOUG BANKS, FIRE CHIEF

**SUBJECT: FIRE HALL EXPANSION PROJECT LOAN AUTHORIZATION
REFERENDUM**

ISSUE:

Consideration of an amendment to "Fire Hall Addition Loan Authorization Bylaw, 2008, No. 1443" and sending the Loan Authorization Bylaw, as amended to referendum for approval by the electorate.

EXECUTIVE SUMMARY

Staff has requested and has received from Liberty Contract Management Inc. an updated cost estimate for the proposed Fire Hall Renovation and Expansion project. The updated cost estimate reflects a 6% increase for a new total estimated project cost of \$5,724,000.

Council direction is now required to direct staff to either proceed to referendum with the updated costs or to again review the scope of the project.

REFERENCES:

Certificate of Sufficiency Report Dated September 2, 2008 from the Director of Administrative Services.

Projected cost update letter dated September 8, 2008 from Liberty Contract Management Inc.

BACKGROUND:

As outlined in the Certificate of Sufficiency Report dated September 2, 2008 from the Director of Administrative Services, the Alternative Approval Process for obtaining electoral assent for Bylaw No. 1443 – Fire Hall Addition Loan Authorization Bylaw was defeated.

OPTIONS

1. Direct staff to proceed to referendum with the project as currently defined.
2. Abandon the project.
3. Direct staff to reduce the scope of the project and to provide Council with alternatives for Council review.

ANALYSIS

1. **Proceed to referendum with the project as currently defined.**

Significant analysis has been done to date to identify the current and projected future needs and requirements of the fire department which have already been taken into account in the current project design.

In the referenced, "Projected cost update letter dated September 8, 2008 from Liberty Contract Management Inc.", it is estimated that the delay resulting from the failure of the AAP may result in increased costs. Accordingly they have recommended that the project cost estimates be increase by 6% to \$5,724,000.

In order to proceed to referendum, third reading of Fire Hall Addition Loan Authorization Bylaw, 2008, No. 1443 will need to be rescinded, the bylaw amended to reflect the new cost estimate and then reread a third time as amended. The bylaw as amended would then be forwarded to the Ministry of Community Development for Ministerial approval to proceed to referendum. Upon receipt of Ministerial approval the question for electoral approval of the loan authorization bylaw could be advanced to referendum during the upcoming general municipal election.

2. **Abandon the project.**

Abandoning the project would result in a continuation of current conditions which do not meet the needs of the Fire Department.

3. **Direct staff to reduce the scope of the project and to provide Council with alternatives for Council review.**

As indicated in Option 1, a significant amount of analysis has already been conducted with regards to the current and future needs of the fire department which have been taken into consideration for the renovation and expansion as currently designed. Any significant reduction in the scope of the project as currently designed will mean that the current and future needs of the fire department as identified in the various reports will not be met.

Council should also be aware that given the limited time between now and the general election, it is simply not possible to provide reduced options for Councils consideration and do the related statutory requirements for a reduced loan authorization bylaw to be ready to go to referendum in conjunction with the election. A referendum for any reduced options would have to be considered as a stand alone referendum at a cost of between \$20,000 to \$30,000, which would be similar to the costs of a normal general election.

BUDGET IMPLICATIONS

1. Proceed to referendum with the project as currently defined.

The net additional debt retirement costs for the additional borrowing would be approximately \$17,000 which would equate to an increase of about \$2.50 per year over the \$36.00 reported for the Alternate Approval Process for a total of 38.50 for the average residential home.

The total annual debt retirement cost for \$5.4 million is \$399,665. The City's share after recoveries from the RDN will be approximately 71% or \$284,000. This equates to annual cost of \$36.30 for the average residential property calculated as having an assessed value of \$313,000.

The total annual debt retirement cost for \$5.724 million is \$423,645. The City's share after recoveries from the RDN will be approximately \$301,000. This equates to annual cost of \$38.50 for the same average residential property.

The 2009 provisional budget included the net debt retirement costs of \$284,000 within the 5% increase that had been projected for 2009 during the 2008 budget deliberations. The additional \$17,000 required for the updated costs would increase the 2009 projected tax increase to 5.2% or would require a reduction of \$17,000 in some other part of the budget to maintain the 5% increase currently approved.

2. Abandon the Project.

Abandoning the project would release the \$284,000 city share of the debt costs to other projects and or tax reductions at Councils discretion. However, Council should be reminded that in order to maintain the 5% increase that had been projected for 2009 during the 2008 budget deliberations, a number of capital projects were removed. If the Fire Hall Project is abandoned, these projects would also be brought back for Councils consideration.

3. Direct staff to reduce the scope of the project and to provide Council with alternatives for Council review.

The budget impact for this option would be similar to option 2 with the exception that the funds made available would depend upon the reduced scope of the project.

RECOMMENDATION:

THAT third reading of "Fire Hall Addition Loan Authorization Bylaw, 2008, No. 1443" given June 2, 2008 be rescinded;

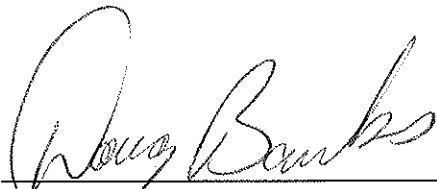
AND THAT "Fire Hall Loan Authorization Bylaw, 2008 No. 1443" be amended to increase the total amount of the borrowing from the sum of Five Million Four Hundred Thousand Dollars (\$5,400,000.00) to the sum of Five Million Seven Hundred and Twenty Four Thousand Dollars (\$5,724,000);

AND THAT "Fire Hall Addition Loan Authorization Bylaw, 2008, No. 1443" be given third reading as amended;

AND THAT "Fire Hall Addition Loan Authorization Bylaw, 2008, No. 1443" be sent to referendum at the Local Government Election on November 15, 2008

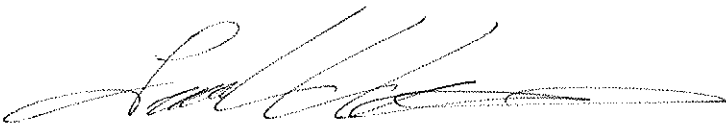
AND FURTHER THAT the referendum question be as follows:

"Are you in favor of the adoption of "Fire Hall Addition Loan Authorization Bylaw, 2008, No. 1443" which, if passed, authorizes the borrowing of up to the sum of Five Million Seven Hundred and Twenty Four Thousand Dollars (\$5,724,000) for the renovation and construction of an addition to the City of Parksville Fire Hall?"



DOUG BANKS
Fire Chief

CHIEF ADMINISTRATIVE OFFICER



FRED C. MANSON, CGA
Chief Administrative Officer



LIBERTY CONTRACT MANAGEMENT INC.

construction management • design build • general contractor • institutional • commercial • industrial

September 5, 2008

Attention: Mr. Banks

Re: Parksville Fire Hall

Dear Mr. Banks,

Based on discussions from the project's cost consultant, cost consultants from similar projects and the escalation clause found on page 1 of the order of magnitude there is an average inflation trend of 1% - 2% per month.

For this project we recommend that a 6% increase be added to the total project cost considering that construction will start no sooner than December 1st or possibly January 1st.

The original order of magnitude's project cost plan was \$5,400,000.00.

The project cost plan with the inclusion of the 6% inflation is \$5,724,000.00.

This reflects increases and projected increases in the price of steel, petroleum based industries, liquid asphalt, landscaping soils and general labor rates that may result from this later construction start.

Yours truly,
LIBERTY CONTRACT MANAGEMENT INC.

Cole Zukiwsky,
Project Manager



September 2, 2008

MEMO TO: F.C. MANSON, CHIEF ADMINISTRATIVE OFFICER
FROM: L. TAYLOR, DIRECTOR OF ADMINISTRATIVE SERVICES
SUBJECT: Fire Hall Borrowing Bylaw No. 1443 - AAP - Certificate of Sufficiency

ISSUE:

Certificate of Sufficiency related to the Fire Hall Addition Loan Authorization Bylaw, 2008, No. 1443

EXECUTIVE SUMMARY

Under the provisions of the *Community Charter*, after the deadline for an alternative approval process has passed, the corporate officer must determine and certify whether elector approval has been obtained based on the number of elector response forms received.

REFERENCES:

Certificate of Sufficiency
Community Charter section 86
Local Government Act sections 162, 165, 262 and 1022

BACKGROUND:

At the meeting held June 2, 2008, three readings were given to "Fire Hall Addition Loan Authorization Bylaw, 2008, No. 1443" which authorizes the borrowing of up to five million four hundred thousand dollars (\$5,400,000.00) for the purpose of renovations and construction of an addition to the Fire Hall. The maximum term of the borrowing is 25 years.

The bylaw received the necessary statutory approval from the Ministry of Community Development on July 14, 2008. At the July 21, 2008 Council meeting the deadline for the required alternative approval process (AAP) was set for 4:00 p.m., Friday, August 29, 2008. The required notices for the AAP were published in *The News* on July 25 and July 29, 2008, the *Oceanside Star* on July 28, 2008 and the notice board in the PCTC on July 22, 2008.

As required by the provisions of the *Community Charter*, after the deadline for an alternative approval process has passed, the corporate officer must determine and certify whether elector approval has been obtained based on the number of elector response forms received. The determination by the corporate officer is final and conclusive and a report on the sufficiency must be submitted to Council. (CC s.86 (8) & (9)).

As of the deadline date **905** valid elector response forms were received and the required certificate of sufficiency is attached to this report.

The results confirm that elector approval through the AAP **has not** been obtained. Council now has two options: directing staff to proceed to referendum or abandoning the firehall expansion proposal. Under the provisions of the *Local Government Act*, a referendum resulting from an alternative approval process *must* be held within 80 days of the deadline for receipt of elector response forms (LGA s.162(2)(b)).

This means that a referendum would have to be held by November 17, 2008, so holding a referendum in connection with the general election on November 15 meets the legislative requirements.

If elector approval is received at the referendum the bylaw may be adopted. After the adoption of the bylaw, there is a one month quashing period before the municipality can apply to the Ministry of Community Development for a certificate of approval for the bylaw (LGA s. 262(3((c))). Once the certificate of approval has been received from the Ministry (LGA s. 1022) Council must adopt a security issuing resolution authorizing the RDN to borrow the funds from the Municipal Financing Authority to complete the borrowing process.

As the AAP has failed, staff will be requesting the consultant to reaffirm the costs of the project given the time delay. When that has been completed, staff will be bringing forward a report on a possible amendment to the loan authorization bylaw and consideration of sending it to referendum.

OPTIONS

- 1, Directing staff to proceed to referendum
2. Abandoning the current firehall expansion proposal.

ANALYSIS

Elector approval must be obtained before the bylaw can be forwarded to Council for adoption consideration. Given that the alternative approval process failed to obtain the required approval the only alternative for obtaining elector approval is through the referendum process.

FINANCIAL IMPACT

There will be no financial impact on the election costs resulting from adding the fire hall referendum to the general election.

ENVIRONMENTAL IMPACT/SUSTAINABILITY


Nil

RECOMMENDATION

THAT the report dated September 2, 2008 from the Director of Administrative Services entitled "Fire Hall Borrowing Bylaw No. 1443 - AAP - Certificate of Sufficiency" be received for information;


AND THAT Council receive the Certificate of Sufficiency dated September 2, 2008 pertaining to the Fire Hall Addition Loan Authorization Bylaw, 2008, No. 1443.

Respectfully submitted,



Laurie Taylor
Director of Administrative Services

**CHIEF ADMINISTRATIVE OFFICER'S
COMMENTS:**



FRED C. MANSON, CGA
Chief Administrative Officer

CITY OF PARKSVILLE

CERTIFICATE OF SUFFICIENCY

FIREHALL ADDITION LOAN AUTHORIZATION BYLAW, 2008, NO. 1443

I, **LAURIE TAYLOR**, hereby certify that sufficient elector responses HAVE been received and that elector approval in accordance with Section 86 of the *Community Charter* HAS NOT been obtained for **FIREHALL ADDITION LOAN AUTHORIZATION BYLAW, 2008, NO. 1443** which authorizes the borrowing of up to five million four hundred thousand dollars (\$5,400,000.00) for the purposes of construction of an addition and renovations to the Fire Hall.

Date this 2nd day of September, 2008



Laurie Taylor
 Corporate Officer
 Director of Administrative Services

Bylaw Description	10% of Electors City-wide	Number of Elector Responses Received
Bylaw No. 1443 – Firehall Addition Loan Authorization Bylaw – which authorizes the borrowing of up to five million four hundred thousand dollars (\$5,400,000.00), for a term of 25 years, for the purposes of renovations and construction of an addition to the Fire Hall.	887	905

CITY OF PARKSVILLE

DRAFT

BYLAW NO. 1443

A BYLAW TO AUTHORIZE THE BORROWING OF THE ESTIMATED COSTS OF CONSTRUCTION AN ADDITION TO THE CITY OF PARKSVILLE FIREHALL

WHEREAS it is deemed desirable and expedient to construct an addition to the City of Parksville's Firehall located at 160 West Jensen Avenue, Parksville;

AND WHEREAS the estimated cost of construction of an addition to the firehall, including incidental expenses, is the sum of Five Million Seven Hundred and Twenty Four Thousand Dollars (\$5,724,000) which is the amount of debt created by this bylaw;

NOW THEREFORE the Council of the City of Parksville in open meeting assembled enacts as follows:

1. The Council is hereby empowered and authorized to undertake and carry out or cause to be carried out the construction of an addition to the firehall generally in accordance with plans on file in the municipal office 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 Five Million Seven Hundred and Twenty Four Thousand Dollars (\$5,724,000);
 - b) to acquire all such real property, easements, rights-of-way, licences, rights or authorities as may be requisite or desirable for or in connection with the construction of the said addition to the firehall.
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is twenty-five (25) years.
2. This bylaw may be cited for all purposes as "Firehall Addition Loan Authorization Bylaw, 2008, No. 1443".

READ A FIRST TIME this 2nd day of June 2008

READ A SECOND TIME this 2nd day of June 2008

READ A THIRD TIME this 2nd day of June 2008

APPROVED BY THE INSPECTOR OF MUNICIPALITIES this 14th day of July, 2008

READ A THIRD TIME AS AMENDED this day of 2008

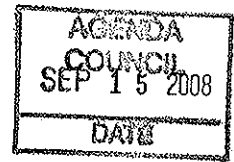
APPROVED BY THE INSPECTOR OF MUNICIPALITIES this day of 2008

RECEIVED THE ASSENT OF THE ELECTORS OF THE CITY OF PARKSVILLE this

ADOPTED BY COUNCIL this

Mayor

Director of Administrative Services



CITY OF PARKSVILLE

BYLAW NO. 1441

Housing Agreement Authorization Bylaw – 352 Hirst Avenue

WHEREAS under Section 905 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement;

The Municipal Council of the City of Parksville in open meeting assembled enacts as follows:

1. The Municipal Council hereby authorizes the City of Parksville to enter into a housing agreement with Carel Properties Ltd., Inc. No. BC0752485, for the lands known as Lot 5, District Lot 14, Nanoose District, Plan 5797 (352 Hirst Avenue) a true copy of which is attached to, and forms part of this bylaw, as Schedule "A".
2. The Mayor and Director of Administrative Services are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw may be cited for all purposes as "Housing Agreement Authorization Bylaw, 2008, No. 1441".

READ A FIRST TIME this

READ A SECOND TIME this

READ A THIRD TIME this

ADOPTED this

Mayor

Director of Administrative Services