

**THE CORPORATION OF THE CITY OF GRAND FORKS
AGENDA – REGULAR MEETING**

Tuesday, October 13th, 2015, 7:00 pm
7217 - 4th Street, City Hall

<u>ITEM</u>	<u>SUBJECT MATTER</u>	<u>RECOMMENDATION</u>
1. <u>CALL TO ORDER</u>		
2. <u>ADOPTION OF AGENDA</u>		
a) Adopt agenda	October 13th, 2015, Regular Meeting agenda	THAT Council adopt the October 13th, 2015, Regular Meeting agenda as presented.
3. <u>MINUTES</u>		
a) Adopt minutes Minutes - Special Meeting To Go In-Camera - 1 Sept 2015	September 1st, 2015, Special Meeting to go In-Camera minutes	THAT Council adopt the September 1st, 2015, Special Meeting to go In-Camera minutes as presented.
b) Adopt minutes Minutes - Special Meeting To Go In-Camera - 9 Sept 2015	September 9th, 2015, Special Meeting to go In-Camera minutes	THAT Council adopt the September 9th, 2015, Special Meeting to go In-Camera minutes as presented.
c) Adopt minutes Minutes - Committee of the Whole Meeting - 14 Sept 2015	September 14th, 2015, Committee of the Whole Meeting minutes	THAT Council adopt the September 14th, 2015, Committee of the Whole Meeting minutes as presented.
d) Adopt minutes Minutes - Regular Meeting - 14 Sept 2015	September 14th, 2015, Regular Meeting minutes	THAT Council adopt the September 14th, 2015, Regular Meeting minutes as presented.
4. <u>REGISTERED PETITIONS AND DELEGATIONS</u>		
5. <u>UNFINISHED BUSINESS</u>		
6. <u>REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL</u>		
a) Corporate Officer's Report RFD - Proc. Bylaw-CAO - Rpts., Questions, & Inquiries from Council Mayor Konrad's Report Councillor Thompson's Report Councillor Ross's Report	Written reports of Council	THAT all written reports of Council be received.

7. **REPORT FROM COUNCIL'S
REPRESENTATIVE TO THE REGIONAL
DISTRICT OF KOOTENAY BOUNDARY**

- a) Corporate Officer's Report
[RFD - Proc. Bylaw-Council - RDKB
Council's Rep.](#)

Verbal report from Council's
representative to the
Regional District of Kootenay
Boundary

THAT Councillor Krog's report
on the activities of the
Regional District of Kootenay
Boundary, given verbally at
this meeting be received.

8. **RECOMMENDATIONS FROM STAFF FOR
DECISIONS**

- a) Manager of Development &
Engineering Services
[RFD - Mgr of Dev & Eng - Valley
Heights Dev. Applic. for Strata
Conversion](#)

Valley Heights Developments
application for strata
conversion

THAT Council approve the
strata conversion application
of a commercial/residential
building located at 7330
Riverside Drive and direct the
Approving Officer to sign the
Form T "Endorsement by
Approving Officer", certifying
that the conversion has been
approved, in accordance with
Section 242 of the Strata
Property Act.

- b) Manager of Development &
Engineering Services
[RFD - Mgr of Dev & Eng - Valley
Heights Dev. Applic. for DVP](#)

Application for a
Development Variance Permit
to request an increase in the
ratio of apartments to the
principal building from 30% to
50% to allow for the current
four apartments upstairs to
remain and to comply with the
Zoning Bylaw

THAT Council considers the
Development Variance Permit
application and selects one of
the presented options.

- c) Manager of Development &
Engineering Services
[RFD - Mgr of Dev & Eng - PA's
Request for Mortgage of Lease with
Community Futures](#)

Approval from Council to
permit Granby River Mining
Company Inc. to enter into a
Mortgage of Lease
Agreement with Community
Futures Development
Corporation in order to secure
financial funding for plant
upgrades at its operations in
Grand Forks and approval for
the City to enter into a Non-
Disturbance Agreement with
Community Futures

THAT Council permit Granby
River Mining Company Inc. to
enter into a Mortgage of
Lease Agreement with
Community Futures
Development Corporation in
order to secure financial
funding for plant upgrades at
its operations in Grand Forks;
AND FURTHER THAT
Council approve the City
entering into a Non-
Disturbance Agreement with
Community Futures.

- d) Manager of Operations
[RFD - Manager of Operations -
Electric Vehicle and Charging Update](#)

Electric Vehicle and Charging
Update

THAT Council approves
amending the 2015 Financial
Plan from the Equipment
Replacement Fund to include
the additional costs of up to
\$15,000 for the purchase of
an electric vehicle.

9. **REQUESTS ARISING FROM
CORRESPONDENCE**

10. **INFORMATION ITEMS**

- | | | |
|--|---|--|
| a) Nadine Heiberg
SOII - Heiberg, Nadine re Common Law & City | Letter regarding Common Law and the City of Grand Forks over the years | THAT Council receive for information. |
| b) Meeting minutes
SOII - Transition Housing Project Steering Committee Minutes - June 23, Aug. 5, Sept. 15, and Sept. 16 | Meeting minutes of June 23rd, August 5th, September 15th, and September 16th held with the Transition Housing Project Steering Committee | THAT Council receive for information. |
| c) Regional District of Okanagan-Similkameen
SOII - Reg. District of Okanagan-Similkameen Deer Committee Mtg. Oct. 21st | Deer Committee Meeting in Penticton, BC on October 21st | THAT Council receive for information. Council to advise on attendance. |
| d) Sunshine Valley Women's Institute
SOII - Sunshine Valley Women's Institute re Sidewalk Request Silver Kettle | Request to build a sidewalk along the road in front of the Silver Kettle Village | THAT Council receive for information. Council to determine if they wish to refer this to the 2016 Budgeting process. |
| e) Grand Forks ATV Club
SOII - Invitation to Grand Opening for Bluejoint Rec. Site | Letter of invitation to the Grand Opening for the Bluejoint Recreation Site | THAT Council receive for information. Council to note the open invitation for October 15th. |
| f) Scott Davis
SOII - Davis, Scott re Asset Mgmt. Plan Concerns | Letter of concern regarding current Asset Management Plan | THAT Council receive for information. |
| g) Visland Media
SOII - Home Building Competition - Eco Reality TV Show | Alex Miller is requesting a non-binding letter of support for a potential television show based on a reality TV show for an eco home building competition | THAT Council receives for information and determines to provide a non-binding letter of support to Visland Media for the proposed tiny eco home series to take place in the City of Grand Forks. |

11. **BYLAWS**

- | | | |
|--|---|---|
| a) Manager of Building Inspections & Bylaw Services
Bylaw 1957 A-3 - Mgr. of Bylaw Serv. - MTI Bylaw 1957 A-3 Final Reading | Amendment Bylaw No. 1957 A-3 to the Municipal Ticketing & Information Bylaw No. 1957 | THAT Council receive the Amendment Bylaw No. 1957 A-3 of the Municipal Ticketing & Information Bylaw No. 1957. City Council has given the Bylaw Amendment the first three readings at the September 14, 2015, Regular Meeting. Council may consider giving the Amendment Bylaw No. 1957 A-3 the final reading at the October 13th, 2015, Regular Meeting of City Council. |
| b) Manager of Operations
Bylaw 1973-A1 - Manager of Operations - RFD -Water Regulations | Water Regulations Bylaw No. 1973-A1 | THAT Council give final reading to Bylaw No. 1973-A1 Water Regulations Bylaw. |
| c) Corporate Services
Bylaw 1999 - Corporate Services - RFD -Elections Procedure Bylaw | Council's consideration to approve existing Bylaw No. 1999 as the Election's Bylaw for the upcoming By-Election | THAT Council determines that Bylaw No. 1999, "A bylaw to provide for the determination of various procedures for the conduct of local government elections and other voting", is satisfactory as the bylaw to be utilized for the upcoming by-election. |
| d) Chief Financial Officer
Bylaw 2018 - CFO - 2016 Permissive Tax Exemptions | 2016 Permissive Tax Exemption Bylaw No. 2018 | THAT Council give first three readings to Bylaw No. 2018 - 2016 Permissive Tax Exemptions. |
| e) Chief Financial Officer
Bylaw 2020 - CFO - RFD -Community Works Reserve Fund | Bylaw 2020 to Establish Community Works Reserve Fund | THAT Council give final reading to Community Works Reserve Fund Establishment Bylaw 2020, 2015. |

12. **LATE ITEMS**

13. **QUESTIONS FROM THE PUBLIC AND THE MEDIA**

14. **ADJOURNMENT**

THE CORPORATION OF THE CITY OF GRAND FORKS

SPECIAL MEETING TO GO IN-CAMERA
TUESDAY, SEPTEMBER 1, 2015

PRESENT:

MAYOR FRANK KONRAD
COUNCILLOR JULIA BUTLER
COUNCILLOR CHRIS HAMMETT
COUNCILLOR NEIL KROG
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON

CHIEF ADMINISTRATIVE OFFICER
CORPORATE OFFICER
DEPUTY CORPORATE OFFICER
MANAGER OF DEVELOPMENT & ENGINEERING

D. Allin
D. Heinrich
S. Winton
S. Bird

GALLERY

1. CALL TO ORDER

- a) The Mayor called the meeting to order at 10:01 AM.

He advised that the In-Camera resolution is to be amended to include Section 90 (1) (c) "labour relations or other employee relations", and Section 90 (1) (a), as it relates to city personnel, as a late item to the September 1st, 2015 In-Camera Agenda.

2. IN-CAMERA RESOLUTION

Resolution required to go into an In-Camera meeting

- a) Adopt resolution as per section 90 as follows:

MOTION: THOMPSON / KROG

RESOLVED THAT COUNCIL CONVENE AN IN-CAMERA MEETING AS OUTLINED UNDER SECTION 90 OF THE COMMUNITY CHARTER TO DISCUSS MATTERS IN A CLOSED MEETING WHICH ARE SUBJECT TO SECTION 90 (1) (e), THE ACQUISITION, DISPOSITION OR EXPROPRIATION OF LAND OR IMPROVEMENTS, IF THE COUNCIL CONSIDERS THAT DISCLOSURE COULD REASONABLY BE EXPECTED TO HARM THE INTERESTS OF THE MUNICIPALITY; SECTION 90 (1) (c), LABOUR RELATIONS OR OTHER EMPLOYEE RELATIONS; AND 90 (1) (a), AS IT RELATES TO CITY PERSONNEL.

BE IT FURTHER RESOLVED THAT PERSONS, OTHER THAN MEMBERS, OFFICERS, OR OTHER PERSONS TO WHO COUNCIL MAY DEEM NECESSARY TO CONDUCT CITY BUSINESS, WILL BE EXCLUDED FROM THE IN-CAMERA MEETING.

CARRIED.

3. **LATE ITEMS**

4. **ADJOURNMENT**

a) The meeting was adjourned at 10:02 am.

MOTION: ROSS

RESOLVED THAT meeting be adjourned at 10:02 AM.

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

CORPORATE OFFICER - DIANE HEINRICH

THE CORPORATION OF THE CITY OF GRAND FORKS

NOT ADOPTED
SUBJECT TO CHANGE

SPECIAL MEETING TO GO IN-CAMERA
WEDNESDAY, SEPTEMBER 9, 2015

PRESENT:

MAYOR FRANK KONRAD
COUNCILLOR JULIA BUTLER
COUNCILLOR NEIL KROG
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON

CHIEF ADMINISTRATIVE OFFICER
CORPORATE OFFICER
CHIEF FINANCIAL OFFICER
MANAGER OF DEVELOPMENT & ENGINEERING
MANAGER OF OPERATIONS
DEPUTY CORPORATE OFFICER

D. Allin
D. Heinrich
R. Shepherd
S. Bird
D. Reid
S. Winton

ABSENT: COUNCILLOR CHRIS HAMMETT

NO GALLERY PRESENT

1. CALL TO ORDER

The Mayor called the meeting to order at 10:02 am
He advised that he is amending the In-Camera resolution to include Section 90 (1) (j),
information that is prohibited under FOIPPA"

2. IN-CAMERA RESOLUTION

Resolution required to go into an In-Camera meeting

a) Adopt resolution as per section 90 as follows:

MOTION: THOMPSON / ROSS

**RESOLVED THAT COUNCIL CONVENE AN IN-CAMERA MEETING AS OUTLINED
UNDER SECTION 90 OF THE COMMUNITY CHARTER TO DISCUSS MATTERS IN A
CLOSED MEETING WHICH ARE SUBJECT TO SECTION 90 (1) (c), LABOUR
RELATIONS OR OTHER EMPLOYEE RELATIONS; AND SECTION 90 (1) (j),
INFORMATION THAT IS PROHIBITED UNDER FOIPPA;
BE IT FURTHER RESOLVED THAT PERSONS, OTHER THAN MEMBERS, OFFICERS,
OR OTHER PERSONS TO WHO COUNCIL MAY DEEM NECESSARY TO CONDUCT CITY
BUSINESS, WILL BE EXCLUDED FROM THE IN-CAMERA MEETING.**

CARRIED.

SEPTEMBER 9, 2015

SPECIAL MEETING TO GO IN-CAMERA
MEETING

Councillor Butler advised that she opposed the motion as it pertained to Section 90 (1) (c)

3. **LATE ITEMS**

4. **ADJOURNMENT**

a) The Meeting was adjourned at 10:02 AM

MOTION: ROSS

RESOLVED THAT the meeting be adjourned at 10:02 AM

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

CORPORATE OFFICER - DIANE HEINRICH

THE CORPORATION OF THE CITY OF GRAND FORKS

COMMITTEE OF THE WHOLE MEETING

Monday, September 14, 2015

PRESENT: MAYOR FRANK KONRAD
COUNCILLOR CHRIS HAMMETT
COUNCILLOR NEIL KROG
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON

ACTING CHIEF ADMINISTRATIVE OFFICER
CHIEF FINANCIAL OFFICER
ACTING CORPORATE OFFICER
MANAGER OF BUILDING AND
BYLAW SERVICES
MANAGER OF OPERATIONS
CORPORATE ADMINISTRATIVE ASSISTANT

D. Heinrich
R. Shepherd
S. Winton

W. Kopan
D. Reid
D. Popoff

GALLERY

ABSENT: COUNCILLOR JULIA BUTLER

1. CALL TO ORDER

The Mayor called the COTW Meeting to order at 9:02 am.

CARRIED.

2. COMMITTEE OF THE WHOLE AGENDA

- a) Councillor Ross
Late items amendment to agenda

MOTION: ROSS

RESOLVED THAT the COTW agenda be amended to include three late items: Syrian refugees, community picnic, and Voter Challenge.

CARRIED.

- b) Adopt agenda
September 14th, 2015, COTW

MOTION: ROSS

RESOLVED THAT the COTW adopt the September 14th, 2015, COTW Meeting agenda as amended.

CARRIED.

3. **REGISTERED PETITIONS AND DELEGATIONS**

4. **PRESENTATIONS FROM STAFF**

- a) Corporate Services
Volunteer Appreciation Night - Call for Nominations - Policy #204

Discussion:

- awards will be in conjunction with the Chamber of Commerce presentations

MOTION: THOMPSON

RESOLVED THAT the COTW recommends Council provides notice to the public calling for nominations from the public for exceptional volunteer service in the City of Grand Forks in accordance with Council Policy #204 at the September 14th Regular Meeting.

CARRIED.

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- b) Monthly Highlight Reports from Department Managers
Staff request for Council to receive the monthly activity reports from department Managers

Discussion:

- more information on Venture Connect
- potential developers conference calls explained
- interviewing for Casual Admin. in reference to FTE's
- RFP and EOI submission bids
- RFP's bids were from Argosy Construction and Boundary Excavating
- EOI's bids were from Mainstream Mechanical, Dandy Plumbing, and Bob Kendel

MOTION: THOMPSON

RESOLVED THAT the COTW receive the monthly activity reports.

CARRIED.

5. **REPORTS AND DISCUSSION**

6. **PROPOSED BYLAWS FOR DISCUSSION**

- a) Corporate Officer
Re-introduction of the current City of Grand Forks Bylaw No. 1999, 2014, for various procedures for the conduct of Local Government elections and other voting and Election timeline information.

MOTION: THOMPSON

RESOLVED THAT the COTW recommends to Council to determine that the current City Bylaw No. 1999, 2014, for the conduct of local government elections remain in place for the upcoming local government By-Election and refer the matter to the October 13th, 2015, Regular Meeting for consideration.

BE IT FURTHER RESOLVED THAT Council receive and discuss, for information purposes, the Election timeline with regard to the By-Election.

CARRIED.

-
- b) Chief Financial Officer
2016 Annual Permissive Tax Exemption Bylaw

Discussion:

- permissive exemptions for property taxes
- \$29,000 Municipal portion only, equates to .98 percent of the Municipal tax portion
- church exemptions
- Councillor Thompson recommended that each organization provide a financial statement prior to the October 13th Regular Meeting showing their need for permissive exemption
- Acting CAO stated that the Bylaw must be adopted by the end of October
- Masonic Hall, Grand Forks Curling Club, and Recreation Center property taxes
- land parcel where Aquatic Center, Curling Club, and Arena are situated on
- Not-for-Profit status and registration
- Acting CAO stated that the Community Charter defines who the municipality determines should be under the permissive tax exemption and what needs to be done
- assessed values of properties

MOTION: THOMPSON

RESOLVED THAT the COTW recommends that Council give first three readings to Bylaw No. 2018 "2016 Permissive Tax Exemptions" at the October 13th, 2015, Regular Meeting.

CARRIED.

7. **INFORMATION ITEMS**

8. **CORRESPONDENCE ITEMS**

9. **LATE ITEMS**

a) Councillor Ross
Syrian refugee crisis

Discussion:

- BC Government and immigration process
- Premier Christy Clark pledge
- refugee sponsorship, hosting Syrian families, and sending a message of humanitarianism of Grand Forks
- Sheila Dobie, Community Literacy Coordinator letter
- Federation of Canadian Municipalities (FCM) task force
- Regional District's support as well
- concerns regarding safety issues, infiltration
- Immigration Canada
- Gallery input

MOTION: ROSS

RESOLVED THAT the City of Grand Forks support the agencies in the Boundary and Regional District of Kootenay Boundary in the process of sponsoring refugees from the Syrian crisis.

BE IT FURTHER RESOLVED THAT the City of Grand Forks send a letter of support of refugees in Canada to Premier Christy Clark and to the FCM.

CARRIED.

b) Councillor Ross
Community picnic after fires

Discussion:

- possibility of an open mic
- bring community together
- share experiences
- thank people
- potluck or your own lunch
- annual event perhaps

MOTION: ROSS

RESOLVED THAT an invitation be posted in the local papers, online, and through posters inviting families to join City staff, Council, and our firefighters to come together, weather permitting, for a picnic in City Park on Saturday, October 10th, 2015, from Noon-2:00 pm.

CARRIED.

- c) Councillor Ross
Voter Challenge

Discussion:

- encouraging democracy
- higher voter turnout

MOTION: ROSS

RESOLVED THAT the City of Grand Forks join with other communities within the Regional Boundary District and enters into the Voter Challenge in the upcoming Federal Election.

CARRIED.

10. **REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF THE COUNCIL (VERBAL)**

11. **QUESTION PERIOD FROM THE PUBLIC**

- a) - Fil Mauro made and handed Mayor and each Council member "a round Tuit".
- Sukie Lawrence, President of Local CUPE 4728 asked to read a letter received regarding a formal 60 day working notice, separate from the Media Release. Council suggested submitting the request to the Mayor in writing for the next Regular Meeting's agenda. Mr. Lawrence asked if Council was aware that the CAO intended to remove specific titles from the Collective Bargaining Unit for the City of Grand Forks and is Council fully aware of the grievance procedure inacted on a poison municipal workplace?
 - Acting CAO stated that the CAO presented a report to Council In-Camera and then the next day to CUPE 4728 and that the full report will be presented to the public in October. The grievance procedure is In-Camera.
 - Mr. Lawrence asked if Council knew that the CAO was planning to cut three unionized positions and employees despite the terms of the Collective Agreement?
 - Acting CAO answered that Council was presented with the report that indicated that there were going to be employees cut from Public Works. She spoke regarding Article 3.01 in the Collective Agreement and Management having to make some hard decisions to get the infrastructure back on track and was a direction of Council.
 - Mr. Lawrence stated that CUPE has contacted Regional, National, and have consulted with legal council and have been advised that the municipality's actions violate the Labour Relations Code. The CUPE has filed several grievances and will be

forced to apply to the Labour Relations Board to have the situation addressed.

- question asked why the administration answers the CUPE members questions and not Council directly? Mayor replied that under the Collective Agreement, Union does not address Council. Council is aware In-Camera and encourage communication is respectful in a safe workplace.

- air quality during the fires, Interior Health involvement during this health hazard, communication through the Regional District.

- will the counting during the bi-election be done electronically or manually? Acting CAO gave the explanation of the process.

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- b) Mayor Konrad recused himself from the COTW Meeting at 10:35 am.
Councillor Hammett became Acting Mayor.

- discussion regarding water meters, engineer reports, residential use, cost-effective evaluation, conservation, previous Council decision, Stage 2 Watering Restrictions

Mayor Konrad returned to the COTW Meeting at 10:48 am.

- Manager of Operations spoke in regards to the inquiry of door-to-door patrol of checking electrical meters

- Steven Howard, Chief Shop Steward for CUPE local 4728 asked what the best way to bring forth any concerns to Council would be? Mayor Konrad replied that concerns would be channelled through Administration staff. Mr. Howard said that this is a bit of a communication challenge. Mayor Konrad replied that then you would have to utilize the means through your Employment Agreement.

12. ADJOURNMENT

The Mayor adjourned the COTW Meeting at 10:50 am.

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

CORPORATE ADMINISTRATIVE
ASSISTANT - DAPHNE POPOFF

THE CORPORATION OF THE CITY OF GRAND FORKS

NOT ADOPTED
SUBJECT TO CHANGE

REGULAR MEETING OF COUNCIL
SEPTEMBER 14, 2015

PRESENT:

MAYOR FRANK KONRAD
COUNCILLOR JULIA BUTLER
COUNCILLOR CHRIS HAMMETT
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON

ACTING CHIEF ADMINISTRATIVE OFFICER
ACTING CORPORATE OFFICER
CHIEF FINANCIAL OFFICER
MANAGER OF OPERATIONS
FIRE CHIEF

D. Heinrich
S. Winton
R. Shepherd
D. Reid
D. Heriot

GALLERY

ABSENT:

COUNCILLOR NEIL KROG

1. CALL TO ORDER

The Mayor called the meeting to order at 7pm.

2. ADOPTION OF AGENDA

- a) Adopt agenda
September 14th, 2015, Regular Meeting agenda
The Mayor amended the agenda to remove item 8 (a), a report from the Manager of Development and Engineering regarding a Planning Grant Project Approval.

MOTION: THOMPSON / HAMMETT

RESOLVED THAT Council adopt the September 14th, 2015, Regular Meeting agenda as amended.

CARRIED.

3. **MINUTES**

- a) Adopt minutes
August 17th, 2015, Committee of the Whole minutes

MOTION: ROSS / THOMPSON

RESOLVED THAT Council adopt the August 17th, 2015, Committee of the Whole minutes as presented.

CARRIED.

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- b) Adopt minutes
August 17th, 2015, Regular minutes

There was a correction made to Roma Hamilton's name, from Rona to Roma. This will be reflected in the minutes.

MOTION: ROSS / HAMMETT

RESOLVED THAT Council adopt the August 17th, 2015, Regular minutes as amended.

CARRIED.

4. **REGISTERED PETITIONS AND DELEGATIONS**

5. **UNFINISHED BUSINESS**

6. **REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL**

- a) Corporate Officer's Report
Written reports of Council

Councillor Thompson amended her report as she did not attend Leda Leander's retirement party.

Councillor Hammett gave a verbal report. She advised that:

- Kathy Wright is the new Executive Director for the BCRCC
- Update from TOTA regarding regional rail trails
- She attended the service for Susan Harris on Friday and that she will be missed

MOTION: HAMMETT / THOMPSON

NOT ADOPTED
SUBJECT TO CHANGE

RESOLVED THAT all written reports of Council be received.

CARRIED.

7. REPORT FROM COUNCIL'S REPRESENTATIVE TO THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY

- a) Corporate Officer's Report
Verbal report from Council's representative to the Regional District of Kootenay Boundary
Councillor Krog is absent and the Acting CAO advised that:
- The City will be donating a gift basket to UBCM and that elected officials who are attending are asked to assist with manning the booth

MOTION: THOMPSON / ROSS

RESOLVED THAT the report on the activities of the Regional District of Kootenay Boundary, given verbally at this meeting be received.

CARRIED.

8. RECOMMENDATIONS FROM STAFF FOR DECISIONS

- a) Corporate Services
Volunteer Appreciation Night - Call for Nominations - Policy #204

MOTION: THOMPSON / BUTLER

RESOLVED THAT Council provides notice to the public calling for nominations from the public for exceptional volunteer service in the City of Grand Forks in accordance with Council Policy #204.

CARRIED.

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- b) Chief Financial Officer
Appointments of City of Grand Forks Voting Delegates for the Municipal Insurance Association Annual Meeting

Council discussed this request and past practice. Councillor Thompson volunteered to be the voting delegate.

MOTION: THOMPSON / BUTLER

RESOLVED THAT Council receives the staff report and resolves to appoint Councillor Thompson as the Voting Delegate at the 2015 MIABC Annual General Meeting, and appoints Councillor Ross and Mayor Konrad as the alternates.

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- c) Chief Financial Officer
Rescind Policy #1205

MOTION: THOMPSON / BUTLER

RESOLVED THAT Council rescind Policy #1205 - Public Works-Electrical Utility Rate Increases.

CARRIED.

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- d) Chief Financial Officer
Travel Policy #112 Amendment

MOTION: THOMPSON / HAMMETT

RESOLVED THAT Council adopt Policy #112-A1 - Travel Allowances Expenses.

CARRIED.

9. REQUESTS ARISING FROM CORRESPONDENCE

10. INFORMATION ITEMS

- a) Vancouver Island Building Trades
Letter to Prime Minister Stephen Harper regarding asbestos awareness and registries

MOTION: BUTLER / HAMMETT

RESOLVED THAT Council receive for information.

CARRIED.

-
- b) Ministry of Transportation and Infrastructure
New Building Canada Fund - Small Communities Fund Project - Wastewater
Treatment Plant Ultra-Violet Disinfection

MOTION: BUTLER / THOMPSON

RESOLVED THAT Council receive for information.

CARRIED.

-
- c) Selkirk College
Thank you letter and photos from Selkirk College's Mural Madness Camps

MOTION: BUTLER / HAMMETT

RESOLVED THAT Council receive for information.

CARRIED.

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- d) Winnipeg Liquor Store
Letter asking for support on liquor reform policies that could affect local businesses

MOTION: THOMPSON / BUTLER

RESOLVED THAT Council receive for information and refer the request to staff for recommendations.

CARRIED.

11. BYLAWS

- a) Manager of Operations
Water Regulations Bylaw No. 1973-A1

The Mayor recused himself from the discussion at 7:17pm. Councillor Hammett chaired the meeting as Acting Mayor in Mayor Konrad's absence.

Councillor Ross extended the opportunity to Councillor Butler to recuse herself from the discussion. Councillor Butler declined.

The Manager of Operations advised that the final reading could be deferred to the October 13th, 2015, Regular meeting.

MOTION: THOMPSON / ROSS

RESOLVED THAT Council defer final reading to Bylaw No. 1973-A1 Water Regulations Bylaw to the October 13th, 2015, Regular meeting.

CARRIED.

Mayor Konrad returned to the meeting at 7:21pm.

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- b) Manager of Building Inspections & Bylaw Services
Amendment Bylaw No. 1957 A-3 to the Municipal Ticketing & Information Bylaw No. 1957

MOTION: THOMPSON / HAMMETT

RESOLVED THAT Council receive the Amendment Bylaw No. 1957 A-3 of the Municipal Ticketing & Information Bylaw No. 1957, and give the Amendment Bylaw No. 1957 A-3 the first, second and third readings.

CARRIED.

-
- c) Chief Financial Officer
Bylaw 2020 to Establish Community Works Reserve Fund

MOTION: THOMPSON / HAMMETT

RESOLVED THAT Council give first three readings to Community Works Reserve Fund Establishment Bylaw 2020, 2015.

CARRIED.

12. LATE ITEMS

13. QUESTIONS FROM THE PUBLIC AND THE MEDIA

- a) The Mayor advised that questions that are directed to Council must be relevant and be included in the agenda for this evening.

Councillor Butler asked the gallery for one of the CUPE Local signs advising that she knows how it feels to be disrespected.

Craig Lindsay, of the Grand Forks Gazette, asked if the Mayor would speak to job cuts in the organization.

14. ADJOURNMENT

MOTION: THOMPSON

RESOLVED THAT Council adjourn the meeting at 7:25pm.

CARRIED.

CERTIFIED CORRECT:

NOT ADOPTED
SUBJECT TO CHANGE

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER –
SARAH WINTON

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Procedure Bylaw / Chief Administrative Officer
Date: October 13th, 2015
Subject: Reports, Questions and Inquiries from the Members of Council
Recommendation: **RESOLVED THAT ALL WRITTEN REPORTS SUBMITTED BY MEMBERS OF COUNCIL, BE RECEIVED.**

BACKGROUND: Under the City's Procedures Bylaw No. 1946, 2013, the Order of Business permits the members of Council to report to the Community on issues, bring community issues for discussion and initiate action through motions of Council, ask questions on matters pertaining to the City Operations and inquire on any issues and reports.

Benefits or Impacts of the Recommendation:

General: The main advantage of using this approach is to bring the matter before Council on behalf of constituents. Immediate action might result in inordinate amount of resource inadvertently directed without specific approval in the financial plan.

Strategic Impact: Members of Council may ask questions, seek clarification and report on issues.

Policy/Legislation: The Procedure Bylaw is the governing document setting out the Order of Business at a Council meeting.

Recommendation: **RESOLVED THAT ALL WRITTEN REPORTS SUBMITTED BY MEMBERS OF COUNCIL, BE RECEIVED.**

- OPTIONS:**
- 1. RESOLVED THAT ALL WRITTEN REPORTS SUBMITTED BY MEMBERS OF COUNCIL, BE RECEIVED**
 - 2. RESOLVED THAT COUNCIL DOES NOT RECEIVE THE REPORTS FROM MEMBERS OF COUNCIL.**

	
Department Head or CAO	Chief Administrative Officer

Mayor's Report

On Saturday September 12th, my wife and I attended the "Cops for Kids Ride" dinner, at the Omega restaurant. It was an honor, to have been invited representing the City, and being able to realize what another great group of people are doing so much for our communities. This signature annual fundraising event, is where RCMP, and supporting enforcement agencies throughout the Southern Interior work together to benefit children in need throughout our communities. It's a ten day bike ride throughout the Okanagan and Kootenay area in support of children in crises, throughout the area. Kudos to all of them. Also kudos to the Omega & the Ramada, for being such gracious hosts in our community. Thanks to Courtney King, and the rest of the group, for choosing Grand Forks as one of their destination points.

On September 20th to September 26th, my wife & I, along with our 2 Golden Retrievers, went to the UBCM. What an interesting, and informative time it was. This being my first time to the UBCM, it gave me a real overview, of how our higher level of the BC Government operates. Also in attendance were Councillors Hammet, Ross, and Thompson, and our CAO, Mr. Allin. We met with other Mayors, Ministers, and our Premier. Also a very notable mention, goes out to Urban Systems, who sponsored the deer committee meeting for ourselves, and other Mayors. Many thanks, to Urban Systems, for being such gracious hosts by having us as their guests, for a wonderful evening of dinner and conversation. So as not to duplicate my report with those of my Councillors, I will just capsule some of the events, which we touched on. Interior Health, Deer Issues, Highways, Asset Management, Environmental, to name just a few. It was quite the busy number of days, but enjoyable and enlightening.

Hopefully, our presence along with those from other communities, will help strengthen our communications with the UBCM, and our Provincial Government, so as to help our community as well as others, achieve the goals we are aiming for.

Thank you,

Mayor Konrad

REPORT TO COUNCIL

TO: Mayor and Council
FROM: Councillor Christine Thompson
DATE: October 13, 2015
SUBJECT: Report to Council

I attended meetings of the Transition Housing Project Steering Committee on September 15th and 16th. The work of this Committee is coming along nicely and a report to Council will be forthcoming fairly soon.

It was my privilege to attend the UBCM held in Vancouver the week of September 21st through 25th. Detailed below is a summary of the meetings and workshops I attended.

Monday, September 20th

I attended a study session on "Tools, Resources and Funding for Local Governments". There were 28 different organizations with tables that delegates could visit and speak to representatives. I met with representatives from Community Development Institute and UNBC. This organization provides services for local governments, including economic development research strategies and plans; sustainability research, strategies and plans; and, senior's needs assessments and plans. While they do most of their work in the northern communities, they have and do provide services to municipalities located in the southern regions.

I also met with representatives from Partnership for Water Sustainability in BC, a not-for-profit society that plays a bridging role between the province, local government and community to foster alignment of regional and local actions with provincial goals and facilitate interregional collaboration in local government settings. We talked about my concerns regarding water quality in areas where cattle and other farm animals are observed urinating and defecating while standing in our rivers, and the resultant impact that has on our aquafer. They provide several resources for local governments to access including Waterbucket.ca website that provides a set of guidance documents.

Council met with the Chair and CAO from Interior Health Authority to discuss issues of concern. I advised them of my Doctor's concern that the sterilization of tools and equipment is no longer being done at our hospital, and the impact this could have if a major event were to occur requiring the re-sterilization of tools and equipment. Dr. Halpenny, CAO explained that there are newer technologies that do a better job sterilizing tools and equipment. He suggested the medical community might contact the person responsible for this decision to further discuss their concerns. I inquired if there were further planned reductions in services provided at Boundary Hospital, and Dr. Halpenny advised there were none. I asked if IHA would support Health Connections in

the Boundary, such as the service provided in the Okanagan area. This service is to take residents in the area who have no means of transportation to medical appointments in Trail, Nelson, Penticton and Kelowna. I advised that if Specialists in each location would book appointments on a specific day of each month for patients in the Boundary it would be more cost effective and beneficial to those requiring transportation services. Dr. Halpenny responded that the Specialists do not fall under the jurisdiction of IHA.

Council met with Peter Fassbender, Minister of Community, Sport and Cultural Development and made a presentation requesting senior government consider grant funding to support our asset management program. I believe that CAO Doug Allin's presentation was very well received by the Minister and his senior staff present.

I attended a study session on Marijuana, Legalization, Legislation and Access. Because I attended the meeting with Minister Fassbender, I came in as Dr. Perry Kendall, Provincial Medical Health Officer was finishing his presentation. Vancouver City Councillor Kerry Jang talked of the reasoning behind his City's business license fees for medicinal marijuana dispensaries. He advised that the \$30,000 fee was determined based on the estimated time involved in processing the application and monitoring the business and was not intended to be a disincentive. Francesca Marzari of Young Anderson Barristers and Solicitors spoke about local government legal perspectives, and Tonia S. Winchester, Deputy Campaign Director, Washington State Initiative 502 spoke about their experiences since legalization of marijuana and the amount of tax revenue raised.

Tuesday, September 22nd

I attended a breakfast meeting with Neil Muth, President and Chief Executive Office of Columbia Basin Trust (CBT) and representatives from Area D Rural Grand Forks, the City of Greenwood and the Village of Midway. We were advised that while CBT is not able to assist communities in the Boundary with capital projects, they could offer support and assistance where there are partnerships.

The Small Talk Forum heard success stories about the Chetwynd Medical Clinic and Wellness Centre, Volunteer Seniors Transportation Service in Fort. St. James, and Getting Creative with Facilities and Services in Wells. Information was presented by the Board of Examiners on Continuing Education for Local Government Staff, and Connecting BC with High-Speed Internet by Northern Development Initiative Trust Network BC. Discussion topics included Funding for Very Small Communities, Resource Revenue Sharing, and Funding for Public Transportation.

I attended the Municipal Insurance Association 2015 Annual General Meeting as the City's delegate. I also attended a meeting regarding Deer Management with other affected communities in preparation for a meeting with the Minister of Forests, Lands & Natural Resource Operations the following day.

Wednesday, September 23rd

UBCM's Annual General Meeting was held in the morning, followed by the keynote address given by Dr. Roberta Bondar. Dr. Bondar, a Canadian astronaut, neurologist, and an acclaimed photographer is one of the most inspiring speakers I have had the pleasure of hearing.

The resolutions session began with debating Section A resolutions that pertained to new policy matters or priority issues. Section B – Part 1 resolutions supporting existing policy were debated with as many as possible were dealt with as time allowed prior to Area Association Luncheons.

I attended a provincial cabinet panels on Strong Economy and Jobs. Honourable Todd Stone, Minister of Transportation and Infrastructure was a panelist, and I took the opportunity of bringing forward the issue of Health Connections in the Boundary area. Minister Stone requested that I meet with him and his Chief of Staff after the panel to discuss this matter. I advised them that in our area we have to drive over one of three mountain passes to access specialty services and that winter driving conditions can be difficult for many. I expressed my concern that volunteers, many of them senior, are taking patients who have no other means of transportation over these passes. I further advised that in the meeting with IHA we were told that Specialists do not report to IHA and there was really nothing they could do with respect to mutual scheduling of appointments. Minister Stone indicated that this will be brought forward to the Ministry of Health and that they may request more information.

Thursday, September 24th

Delegates continued debating Section B – Part 1 resolutions, then went on to Section B resolutions dealing with proposed new policy.

Council met with Premier Clark in her Vancouver Office to discuss items of concern related to our City. I felt that this was a very productive meeting and that she listened and heard our presentation.

After meeting with the Premier, I attended a workshop on When to Lead and When to Follow.

Friday, September 25th

Debate continued on the remaining resolutions. I presented Grand Forks' resolution B102 dealing with marijuana derivatives and review access and am pleased to report that it was overwhelming supported.

An address by Premier Clark closed the convention.

Respectfully submitted,

Councillor Christine Thompson

October 2016, Councillor C Ross General Report

ENVIRONMENT- Ongoing discussion with concerned citizens regarding water quality and impact of livestock in the Kettle and Granby River.

I brought this up on several occasion at the UBCM, including at a meeting with Lana Popham the Agriculture Critic for the NDP and at the Resource Management workshop Q and A.

Agricultural Waste Control Regulation, BC includes:

Grazing areas

25 Livestock, poultry or farmed game feeding within a grazing area may have access to watercourses, provided that the agricultural waste produced by that livestock, poultry or farmed game does not cause pollution.

Seasonal feeding areas

26 (1) A seasonal feeding area for livestock, poultry or farmed game must

(a) be operated in a way that does not cause pollution, and

(b) have berms where necessary to prevent agricultural waste runoff from causing pollution.

(2) Locations for feeding livestock, poultry or farmed game within a seasonal feeding area, including locations for movable feed bunks, must

(a) be at least 30 m from a high tide watermark, a watercourse or the bank of a watercourse, unless written permission has been obtained from a director for a closer location, and

(b) be distributed throughout the area to ensure that manure from the feeding of livestock, poultry or farmed game is spread as a fertilizer or soil conditioner and that no accumulation of manure causes pollution.

(3) Where permanent feed bunks are used within a seasonal feeding area, written permission for the location of the bunks must be obtained from a director.

Seasonal area access

27 Livestock, poultry or farmed game in a seasonal feeding area may have access to watercourses provided that

(a) the feeding of livestock, poultry or farmed game is in accordance with section 26, and

(b) the access is located and maintained as necessary to prevent pollution.

Confined area access

28 Livestock, poultry or farmed game in a confined livestock area may not have access to a watercourse, with the exception of a holding area on rangeland where

(a) livestock is held no longer than 72 hours,

(b) the watercourse is not a source of water used for domestic purposes at any location downstream from the confined livestock area, and

(c) the access is located and maintained as necessary to prevent pollution.

From the Office of Linda Larson, MLA

"Access to water for cattle is under Water Act (FLNRO) and Agriculture Waste Control Regulation (MoE) on private land and Range Act (FLNRO) on Crown land. Pollution is not to occur regardless of ownership of land. Stream bank degradation is not

to occur regardless of Act. Some manure and urine is bound to enter the stream if cattle are accessing the stream for water, they may trample or graze the stream bank vegetation as well. We have education materials available inside and out of the EFP (Environmental Farm Plan) program to help the ranchers (and others) understand what is acceptable from a BMP (Best Management Practices) standpoint. Ranchers can access off stream watering and riparian fencing/planting BMP's.

The producer could be directed to EFP Program or BC Cattlemen's for guidance if they do not want to deal directly with government. If pollution is occurring the observer of the pollution can report it to MoE."

Also see: Farmland - Riparian Interface Stewardship Program—
http://www.cattlemen.bc.ca/docs/frisp_brochure_july_20_2009.pdf

SUMMARY OF ABOVE: repairing riparian interface is at the discretion of the landowner. Funds are available, but a specific project case must be presented. Currently, unaware as to how much funding is available.

ALSO,

The BC Water Act

- Under the Water Act a "stream" includes a natural watercourse or source of water supply, whether usually containing water or not. This includes ground water, and a lake, river, creek, spring, ravine, swamp, or gulch.
- Section 9 of the Water Act requires that a person may only make "changes in and about a stream" under an Approval in accordance with Part 7 of the water regulation, including Notification where required, or under a Water License or Order. Information on Section 9 can be found at: http://www.env.gov.bc.ca/wsd/water_rights/licence_application/section9/index.htm

According to Best Management Practices Document, Section 7, Aquatic and Riparian Ecosystems- Deleterious substance: Any substance that, if added to water, would degrade or alter the quality of the water so that it becomes damaging to fish or fish habitat, or becomes unsuitable for human consumption or any other purpose for which it is legally licensed (such as irrigation and livestock watering). **SUMMARY:** There is no mandate to address "deleterious" substances from livestock in this Act.

Waste Management Act of BC, July 2004/Phosphorus Considerations for Nutrient Management Nutrient Management Factsheet – No. 6 in Series— Movement of soil P into freshwater lakes or streams can speed up eutrophication, associated with algal blooms followed by depletions in the water's oxygen supply caused by the algae's death

and decomposition. Eutrophication has led to fish kills and restrictions of water use for recreation,

drinking and industry.... Most dissolved P in runoff is immediately available to cause eutrophication. Further, recommendations include, in sensitive receiving environments, the following management practices are recommended:

- Do not apply manure or fertilizer when there is risk of surface runoff from rain or snowmelt into the stream
- Establish well-vegetated buffer strips between the stream and field to catch eroded material
- Do not apply manure or fertilizer in the buffer strips

OVERALL SUMMARY: There is a clear scientific rationale for keeping livestock out of, and away from water sources, water ways and sensitive zones. Recommendations, and indeed, direct instructions are currently voluntary only. There is no mandate or incentive, beyond personal conviction to remove livestock from waterways. Regulations in BC are outdated.

Further, without support from various levels of government, and the many governmental departments, no changes in grazing habits will occur.

RESOLUTION: Therefore, be it resolved, that the City of Grand Forks works with the Regional Districts and with organizations and relevant stakeholders to have a Nutrient Management Plan enforced in British Columbia.

Action: Environment Committee continue to work with appropriate groups and organizations in preparation for 2016 AKBLG AGM and UBCM AGM in order to bring a collection resolution forward.

Learning Garden: Approval from engineer to proceed with alternate building materials for Learning Garden structure. Next steps include submitting plans to the city for approval.

Councillor C Ross
October 13th, 2015

**Report on Union of British Columbia Municipalities, AGM and Convention September
September 21-25th, 2015 Vancouver**

"Excellence in Action"

I attended *all* of the plenary sessions, and the following workshops, plus Ministers meetings and special meetings.

Monday Sept. 21

7a.m. **Politics, Accountability and the Future of Open Meeting**— Best practices guide for local governments presentation by

9 a.m. **Building and Protecting Green Communities**: Vancouver is a part of the "Greenest City in the World Challenge" == Zero Carbon + Zero Waste
Carbon Neutral City Alliance— focus on climate change and green jobs—
NOT ABOUT AUSTERITY, BUT OPPORTUNITY TO CHANGE AND BE CHALLENGED TO DO BETTER

Summary: Lots of very good ideas around how to manage infrastructure under stresses of climate chaos. Every community needs to have an action plan which includes protecting natural resources, mitigating climate change starting at home

Special meeting with Minister Fassbender: Special meeting to discuss Infrastructure Funding— City of GF was commended for excellent asset management planning. Province will prioritize communities that have shown a commitment and have proven track record for asset management.

ACTION: Send letter thanking Minister Fassbender and his staff for spending time with us. Follow up with grant proposals in a timely fashion.

1:30-4:30 **Making the Most of the Backcountry**: Among other issues and ideas we discussed "making the most of our resource roads", which quickly segued into discussion about consistent and effective deactivation rules. There is a process in place to deactivate resource roads. There is a 90 day period during which anyone can lobby to have a road remain open. If there is no notification as to why a road should remain open, it will be deactivated. Deactivation is the default. See "Natural Resource Roads Act".

- John Hawkins from Trails BC discussed recreation sites and trails in BC. There are 41 staff in 18 communities managing trail systems. 89 million acres of public lands.
- Access is the #1 issue for interest groups. Aging population requesting easier access, but at what cost to the environment? Paving vs. hard pack?
- In face of climate change and challenge to be carbon neutral the option to pave a trail may not be the responsible solution.
- "GETTING THE LEAST FROM OUR BACKCOUNTRY" may be the more appropriate motto.

Tuesday Sept. 22

7a.m. **Energy Minister Breakfast, Bill Bennett**

Attended my most MLA's currently sitting, and some local government reps and executives from energy sectors. Sponsored by energy and mining companies.

Summary: According to Mr. Bennett, the Liberal government is seeking more mining opportunities throughout the province, including LNG. The gov't wants more domestic and international investment in energy and mining, with and increase in exploratory investment for future development. Watch for this in and about our community.

9a.m. **Small Talk Forum**: Similar sized communities sharing their experiences.

Highlights: Ft. St. John's— Seniors Helping Seniors— started with a delivery service, then morphed into seniors driving each other to appointments and social events. No means test, so anyone can sign up. There is some funding for vehicle use and a stipend where applicable.

3:15 **Funding Sport and Cultural Events**: DO TOURISM THAT HAS A PROVINCIAL IMPACT— more likely to get funding if province sees the greater good beyond our community. There is a new funding program for event hosting.

Wednesday Sept. 23

7:30 a.m. Workshop- **Local Government and Law**— presenter spoke mainly about US and UK examples. General warnings regarding quorums.

- Open Meeting Law Enforcement Team is an Ontario initiative that investigates reports and complaints.
- Some city business should happen in camera, but should come out of camera as soon as possible.
- Debriefings that involve quorum, but are not discussing city business, do not require minutes. They are an opportunity for councillors and staff to sort through working relationships.

8:30 **Convention Plenary #1**

Keynote address Dr. Roberta Bondar—Canadian Astronaut and Astro physicist

"Try not. Do, or do not. There is no 'try'" Yoda

Resolutions- see handbook

Trade Show

5:30 Workshop-**Responsible Resource Development**— Panel of ministers discussing desire to increase exploration for LNG and other mining opportunities, and timber sales.

Thursday September 24th

*7a.m. Workshop- **Climate Leadership**: This include goals that-

- Eliminate dependance on fossil fuels by 2050
- Reduce energy use (most cost effective)
- Increase use of renewables (HAVE A PLAN TO DO THIS)
- Increase supply of renewables (WHERE IS THIS IN OUR OCP?)

City plans/policies should include:

- incentives and financing tools to achieve goals
- build internal capacity for change
- have meaningful intergovernmental collaboration
- strive for green municipal gov't operations
- green economic development

- support Canadian/local industry and experts
- avoid technology “lock in”
- develop a menu of actions

Plenary and resolutions

Friday September

Resolutions and closing remarks from Premier Clarke.

Adjourn

Meeting with Premier Clark

Premier Christy Clark and Bill Bennett, Minister for Energy and Mining met with council members and CAO. The purpose of the meeting was to discuss the slag pile and taxes imposed. My assessment is that the meeting went extremely well. CAO Mr. Allin brought forward the issue, and reiterated the fundamental flaws in the tax that the province has imposed upon customers who are accessing the slag. This will slow down the draw down on the slag pile. Premier Clark agreed that the tax made no sense and seemed to be on our side of the debate.

I explained the environmental implications and potential dangers of leaving the slag pile without further draw down on the pile. It's proximity to a relative pristine river (The Granby) is a very real threat and photos showing the location of the pile in relation to the river were effective. Both Bennett and Clark seemed to agree that this generation of citizens should not have to deal with errors and decisions made by previous generations; dumping slag along a river so close to a town and leave our children with a toxic waste site.

ACTIONS: Follow up with Premier Clark and Mr. Bennett, thanking them for their concern and time spent with us. Invite them to visit the community and host them here as guests and visit the slag pile.

City take test samples to show potential toxicity of the slag. Is it really inert? How stable is the pile? Document systemic activity in the region.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Procedure Bylaw / Council
Date: October 13th, 2015
Subject: Report – from the Council's Representative to the Regional District of Kootenay Boundary
Recommendation: **RESOLVED THAT COUNCILLOR KROG'S REPORT ON THE ACTIVITIES OF THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY, GIVEN VERBALLY AT THIS MEETING BE RECEIVED.**

BACKGROUND: Under the City's Procedures Bylaw No. 1946, 2013, the Order of Business permits the City's representative to the Regional District of Kootenay to report to Council and the Community on issues, and actions of the Regional District of Kootenay Boundary.

Benefits or Impacts of the Recommendation:

General: The main advantage is that all of Council and the Public is provided with information on the Regional District of Kootenay Boundary.

Policy/Legislation: The Procedure Bylaw is the governing document setting out the Order of Business at a Council meeting.

Recommendation: **RESOLVED THAT COUNCILLOR KROG'S REPORT ON THE ACTIVITIES OF THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY, GIVEN VERBALLY AT THIS MEETING BE RECEIVED.**

OPTIONS:

1. **RESOLVED THAT COUNCILLOR KROG'S REPORT ON THE ACTIVITIES OF THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY, GIVEN VERBALLY AT THIS MEETING BE RECEIVED.**
2. **RECEIVE THE REPORT AND REFER ANY ISSUES FOR FURTHER DISCUSSION OR A REPORT: UNDER THIS OPTION, COUNCIL PROVIDED WITH THE INFORMATION GIVEN VERBALLY BY THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY DIRECTOR REPRESENTING COUNCIL AND REQUESTS FURTHER RESEARCH OR CLARIFICATION OF INFORMATION FROM STAFF ON A REGIONAL DISTRICT ISSUE**

 Department Head or CAO	 Chief Administrative Officer
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REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Sasha Bird, Manager of Development & Engineering Services

Date: October 13, 2015

Subject: Valley Heights Developments application for Strata Conversion

Recommendation: **RESOLVED THAT** Council approve the strata conversion application of a commercial/residential building located at 7330 Riverside Drive and direct the Approving Officer to sign the Form T "Endorsement by Approving Officer", certifying that the conversion has been approved, in accordance with Section 242 of the Strata Property Act.

BACKGROUND The strata title conversion application was received, however the strata conversion could not proceed until all encroachments were rectified. Valley Heights Developments has since completed the partial closure and consolidation of a portion of Riverside Drive. The building and overhead canopy were encroaching by 3.162 meters onto the City's sidewalk and the closure and consolidation was required to ensure the building conformed with City bylaws in order to proceed with the strata conversion process.

Valley Heights Developments made the application for preliminary approval of a strata conversion for 4 apartments upstairs and three commercial units on the ground floor, located at 7330 Riverside Drive, legally described as Lot A, D.L. 108 & 339S, S.D.Y.D., Plan EPP49626. They have completed the required Schedule 1 Site Profile stating that, to the best of their knowledge, there were not any commercial and industrial activities on the property that could have lead to ground contamination in the past.

The property is designated as being in the commercial/downtown heritage development permit area and is zoned CC (Commercial Core). The building was built prior to 1972 and there are no building permit records on file. The owner has completed considerable upgrades to the interior and exterior of the existing building and has brought the building and its uses up to current building code requirements.

The building is considered "existing non-conforming" in that the apartments upstairs are 50% of the building and the current zoning bylaw for the Commercial Core states that not more than 30% of the principal building shall be used for apartments. If the building was to burn more than 75% of the footprint, at least 1 or 2 of the apartments would be jeopardized for rebuild, unless the applicants applied for a variance to allow the apartments in the building to be 50% of the

REQUEST FOR DECISION

— REGULAR MEETING —



building space. This is a ratio change, not a density issue. The owner has made application for a development variance permit requesting a variance to the ratio.

The Strata Act requires that the approving authority, in this case being Council, must consider the following conditions when making their decision of approval of a strata conversion of a previously occupied commercial/residential establishment:

- The rental vacancy rates in the City of Grand Forks;
- A proposal to relocate persons currently occupying the building;
- The life expectancy of the building;
- Increases in maintenance costs due to the condition of the building; and
- Any other matters deemed relevant to the conversion.

A local realtor who deals with Grand Forks rentals stated that his records indicated that out of 21 housing rentals, there were 0 vacant houses and out of 15 rental apartments/condominiums, 0 were presently vacant.

In 2012 the applicant purchased the vacant building and applied for a development permit for the exterior restoration of the existing commercial/residential building. During this process, the applicant also completely restored the interior of the building to meet current Building Code requirements. WSA Engineering has submitted a report which provides the rental vacancy rates, the life expectancy of the building and a report from a structural engineer. To date, there is 1 commercial space being rented in the building. The 4 apartments upstairs have been renovated and are ready for occupancy, contingent on the approval of the strata conversion.

At the October 13, 2015 Committee of the Whole meeting, the Committee recommended that Council approve the strata conversion and to direct the Approving Officer to sign the Form T – Endorsement by Approving Officer certifying that the conversion has been approved.

Benefits or Impacts of the Recommendation:

General: A building that was previously used for commercial/residential purposes, prior to converting the building to strata units, the owner must apply for Council approval of the Strata Conversion.

The restoration and protection of downtown heritage buildings is in accordance with the Historic Downtown Development Permit Area criteria of the Sustainable Community Plan.

Strategic Impact: N/A

REQUEST FOR DECISION

— REGULAR MEETING —



Financial: Now that the building has been restored, the assessments will increase, which in turn would see an increase in taxes payable.

Policy/Legislation: The Strata Property Act governs approvals for conversion of previously occupied buildings and the City's Strata Title Conversion Policy #1502 establishes a procedure for dealing with strata applications.

Attachments:

- 1) Application for Strata Conversion;
- 2) Site plans of the property in question and graphic representation showing the building after restoration;
- 3) Excerpts from the Sustainable Community Plan and the Zoning bylaw;
- 4) A completed Schedule 1 Site Profile;
- 5) WSA Engineering's report;
- 6) CMHC Rental Market report;
- 7) Excerpts from the Strata Property Act and a copy of the Strata Conversion Policy.

Recommendation: **RESOLVED THAT** Council approve the strata conversion application of a commercial/residential building located at 7330 Riverside Drive and direct the Approving Officer to sign the Form T "Endorsement by Approving Officer", certifying that the conversion has been approved, in accordance with Section 242 of the Strata Property Act.

OPTIONS:

1. COUNCIL CHOOSES TO SUPPORT THE RECOMMENDATION.
2. COUNCIL CHOOSES TO NOT SUPPORT THE RECOMMENDATION.
3. COUNCIL CHOOSES TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.

	
Department Head or CAO	Chief Administrative Officer

THE CORPORATION OF THE CITY OF GRAND FORKS

APPLICATION FOR
PRELIMINARY ACCEPTANCE OF A SUBDIVISION
OR APPLICATION FOR STRATA CONVERSION

Receipt No. 162217 Date: Feb. 20, 2013

Applicant's Name: Valley Heights Developement Inc.

Applicant's Address: Box 717 Grand Forks BC V0H 1H0

Agent for Applicant: _____

Agent's Address: _____

Legal Description of Property to be Subdivided or Strata Converted
Lot A, District Lots 108 and 339S, S.D.V.D., EPP 49626
Lot 1 Plan KAP34642 District Lot 108 339S

Civic or Street Address: 7330 Riverside Dr

Current Zoning of Property CC

I/We hereby apply for preliminary acceptance of a subdivision or strata conversion of the above-described property and as shown on the attached plan. The subdivision will be in accordance with Bylaw No. 1424 and any amendments thereto.

Examination Fee (first lot – non refundable)	\$100.00
Additional Lots <u>Strata</u> Created (\$100.00 x _____ lots) (non refundable)	_____
<u>Total Subdivision Fees</u>	\$ _____
or	
<u>Application for strata conversion</u>	<u>\$100.00</u>



Applicant's/Agent's signature

NOTE TO APPLICANT:

- Applicant must provide a site profile to the Approving Officer when applying for subdivision of land that was used for industrial or commercial purposes or activities.
- Approval of preliminary application for subdivision is only valid for 3 months from date of acceptance.
- Form T approval of strata conversion is only valid for 6 months from date of acceptance.

DECLARATION PURSUANT TO WASTE MANAGEMENT ACT

I/We, Valley Heights Development Inc owner/agent of the subject property described on this application form hereby declare that the land which is the subject of this application has not, to my knowledge, been used for industrial or commercial activity as defined in the list of "Industrial Purposes and Activities" (Schedule 2) of the *Contaminated Sites Regulation (B.C. Reg. 375/96)*. I therefore declare that I am not required to submit a Site Profile under Section 26.1 or any other section of the *Waste Management Act*.

City Office Use Only

Preliminary Subdivision/Strata Conversion Checklist

Lot size created _____
 Number of units to be converted 7 (3 commercial + 4 residential)
 Existing Zoning CC
 Other Comments tenants were vacated by previous owners

Above checked by: _____

Development Cost Charges

Single Family (per lot created)	Sewer \$2,377. x _____ = _____	N/A
	Water \$2,435. x _____ = _____	
Two Family semi-detached (per lot created)	Sewer \$3,803. x _____ = _____	
	Water \$3,896. x _____ = _____	

*Preliminary Subdivision or Strata Conversion approval is hereby granted based on the attached drawings. Should any services be required to be moved to accommodate the subdivision, the relocation shall be at the sole expense of the subdivider. All newly created lots, where City services are available, are subject to Development Cost charges as outlined in the City of Grand Forks Bylaw No. 1425 as listed above.

And any other requirements as listed: _____

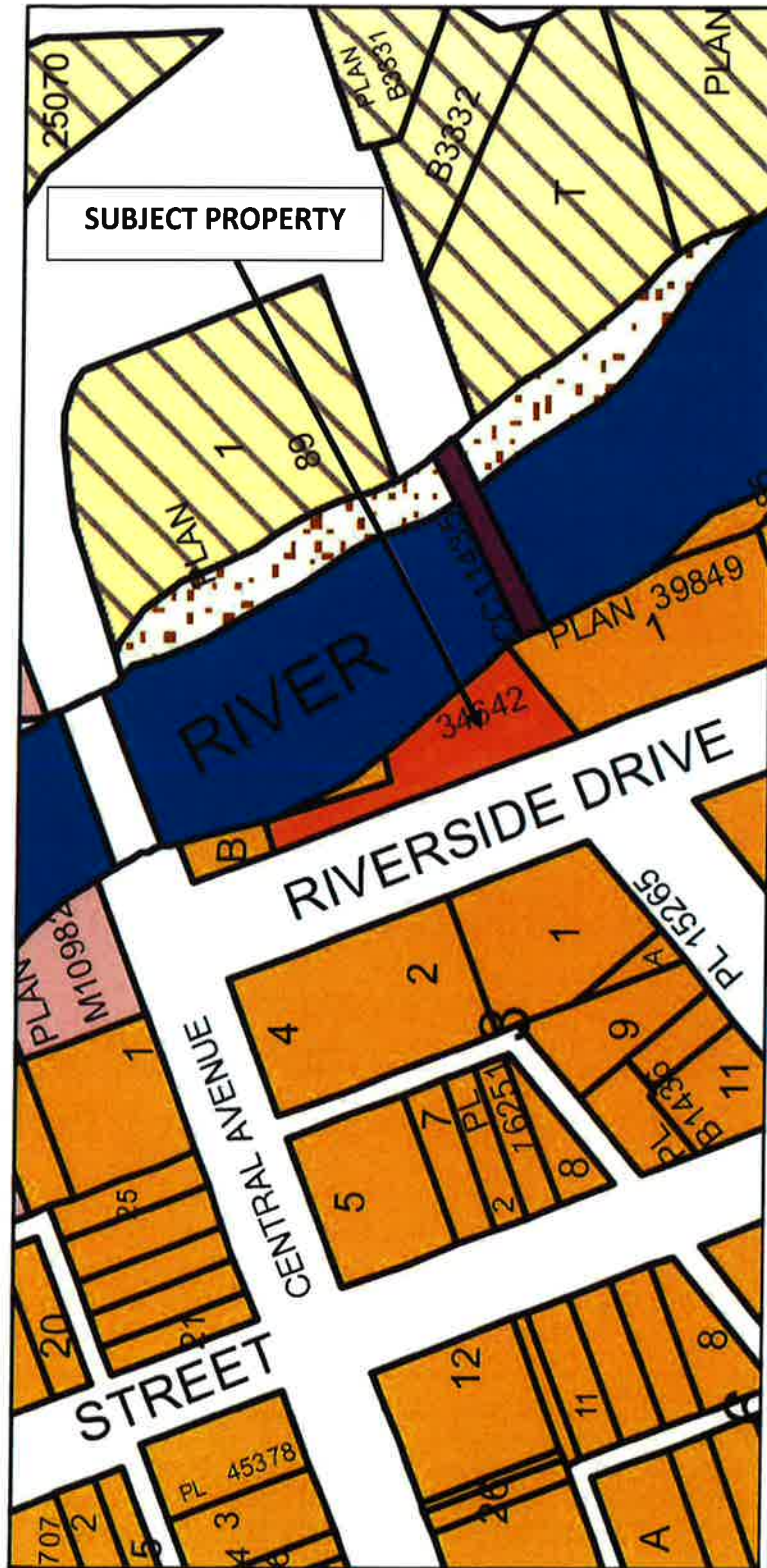
Dated this _____ day of _____

 Approving Officer for the City of Grand Forks

*Strata Conversion approval will be granted by the endorsement by Approving Authority Form T.

*Applicant is exempt from the duty to provide a site profile under Section 26.1 of the *Waste Management Act* with respect to industrial or commercial purposes and industrial and commercial activities, which are not described in Schedule 2 of the Site Profile package.

(N:forms/planning/preliminary approval of subdivision or strata conversions)



REFERENCE PLAN OF CONSOLIDATION OF LOT 1, DISTRICT LOTS 108 AND 399S,
PLAN 34642 AND THAT PART OF DISTRICT LOT 108 SHOWN AS CLOSED ROAD ON
PLAN EPP45150; ALL OF S.D.Y.D.

PLAN EPP49626

PURSUANT TO SECTION 100 (1) (b) OF THE LAND TITLE ACT

BCGS 82E.008

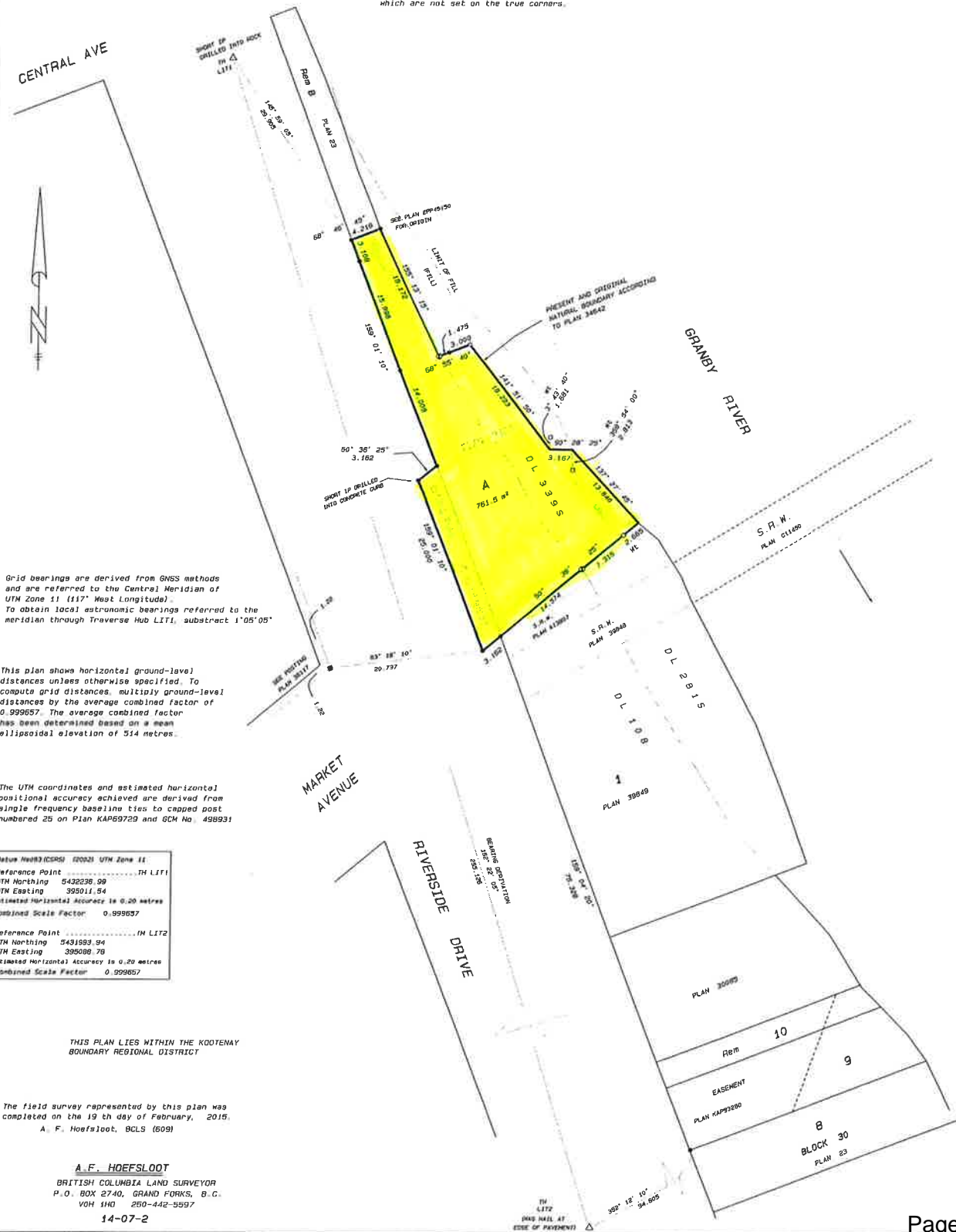
SCALE 1:250
0 5 10 15 20
All Dimensions shown are in Metres

THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 864 mm
IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:250

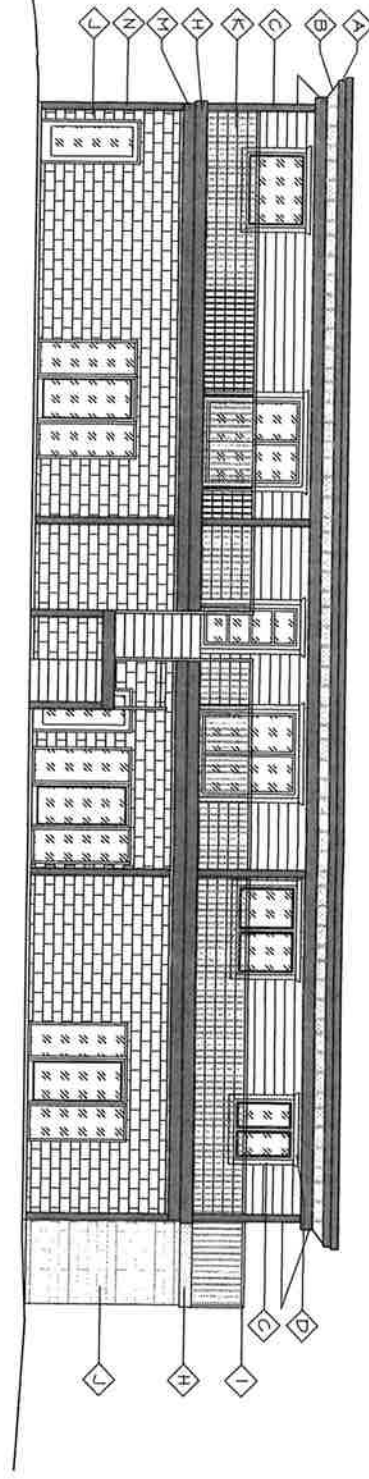
LEGEND

- denotes standard iron post found
- denotes standard iron post placed
- △ denotes traverse hub
- denotes lead plug found
- denotes lead plug placed
- ⊙ denotes standard capped post found

Note : This plan shows one or more witness posts
which are not set on the true corners.



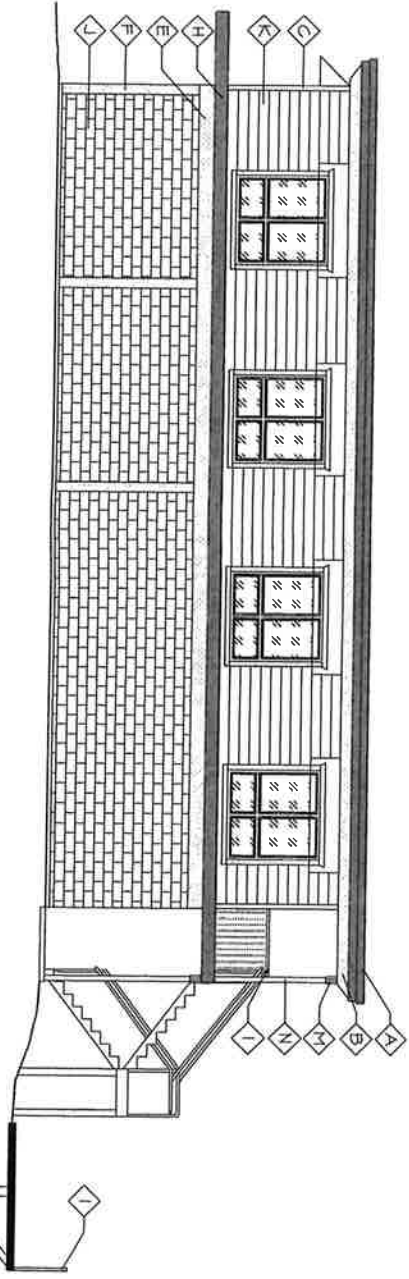




1 SOUTH ELEVATION
SCALE 1/4" = 1'-0"

ALL WINDOWS TO BE VINYL WITH CLEAR GLAZING,
TYPICAL DOORS TO BE INSULATED STEEL

- A 6" ON 12" - HARDI TRIM BOARD FASCIA
- B EXISTING EXPOSED RAFTERS SAND AND PAINT
- C 4" HARDI TRIM BOARD, TYPICAL AROUND WINDOWS/CORNERS
- D 6" HARDI TRIM BOARD, TYPICAL AROUND WINDOWS/DOOR
- E EXISTING CAST IN PLACE CONCRETE LINTEL, CLEAN AND PAINT
- F EXISTING CAST IN PLACE CONCRETE CORNER COLUMNS
- G EXISTING ALUMINUM STORE FRONT WINDOWS/DOORS
- H 10" HARDI TRIM BOARD/FLASHING AS REQUIRED
- I 42" HIGH GUARDRAIL SYSTEM/36" HANDRAILS, EXTRUDED ALUMINUM RAILS/POSTS TO SUIT SYSTEM
- J EXISTING MASONRY BLOCK WALLS, REPAINT AS REQUIRED
- K 6" HARDI PLANK
- L EXISTING BRICK FASCIA
- M 4 PLY 2X10 BUILT UP BEAM
- N 4 PLY 2X6 BUILT UP POST



2 EAST ELEVATION
SCALE 1/4" = 1'-0"

This plan and design is the property of Dale Matthews Engineering, Inc. and is to be used only for the project and site identified on these drawings. It is not to be reproduced, copied, or used in any other project without the written consent of Dale Matthews Engineering, Inc.

NO. 1	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 2	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 3	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 4	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 5	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 6	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 7	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 8	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 9	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 10	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 11	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 12	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 13	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 14	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 15	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 16	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 17	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 18	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 19	1/2" x 4" INSULATED FLOOR CONNECTION
NO. 20	1/2" x 4" INSULATED FLOOR CONNECTION

Dale Matthews Designer
1000 10th Avenue S.W.
Grand Forks, ND 58201-1000

ENGINEERING (2011) LTD.
1000 10th Avenue S.W.
Grand Forks, ND 58201-1000

Project
GRANDY BUILDING UPGRADE
RIVERSIDE DRIVE
GRAND FORKS, B.C.

Drawing
EAST & SOUTH
ELEVATIONS

Date	1/27/12	Project No.	CT2011-048
Design	DS	Drawing File	
Drawn	JT	Scale	1/4" = 1'-0"
Checked	DS	Sheet No.	A4
Approved	DS	Drawn/Rev	C

Drawn	DT	Scale	1/4"=1'-0"
Designed	DS	Trussing	Trussing
Checked	DS	Project No.	11/23712
Approved	DS	Sheet No.	S3
			C



4 Apartments Upstairs





14.5 Historic Downtown Development Permit Area

The Historic Downtown Development Permit Area is designated under Section 919.1(1)(d) (revitalization of a commercial area) and Section 919.1(1)(f) (form and character of commercial development) of the Local Government Act.

Area

The Historic Downtown, as defined in the City of Grand Forks Heritage Program (BC Heritage Branch, 2011) are designated as a Historic Downtown Development Permit Area on the Development Permit Area Map (Schedule 'C').

Justification

Much of the heritage resources that exist in Grand Forks are located in the Historic Downtown area. The Council would also like to ensure that the heritage resources in the City of Grand Forks are protected, preserved and promoted.

Please refer to the City of Grand Forks Heritage Program - Design Guidelines for the Historic Downtown, prepared by the BC governments Heritage Branch (2011) for more information.

14.5.1 - Conditions for which a Commercial Development Permit is not Required

The following may be undertaken without a Commercial Development Permit:

- internal alterations, which do not affect the outer appearance of the building;
- replacement, upgrading or repair of roofing;
- painting the exterior of a building;

- replacement of windows;
- construction of a fence;
- construction of an accessory building or addition to a commercial building that does not alter patterns or requirements of parking, access, loading or landscaping on the site; and
- replacement of an existing sign or canopy, where the size and design of the replacement sign or canopy are generally consistent with the sign or canopy being replaced.

14.5.2 - Guidelines

Development permits issued in this designation shall be in accordance with the following guidelines:

Buildings and Structure

- .1 Heights of existing buildings should be respected when additions are considered. In particular, the physical appearance of the height of buildings within the historic downtown as seen from the street should be maintained. Creative solutions to roof-top additions should be sought in order to maintain the visual appearance of buildings ranging from one to three storeys in height.
- .2 New buildings within the historic downtown should be constructed to respect the character defining heights of surrounding buildings. Care should be taken to ensure that the height of a new building does not overpower its neighbours.
- .3 Each building speaks to its period of construction. Interventions to existing buildings should be undertaken in a way that



- ensures that the character defining elements of that building and the downtown are conserved. Work to existing buildings must be visually and physically compatible with the character defining elements of the building.
- .4 New buildings in the downtown should reflect current construction technology and design aesthetics, while respecting the form, scale, character and materials of surrounding buildings. They should not imitate styles of the past, but strive to achieve compatibility with the old by reflecting surrounding characteristics of scale, rhythm, facade articulation, window to wall ratios and by maintaining the intact streetscape.
- .5 Building walls facing public streets and walkways should provide visual interest to pedestrians. Long blank walls should be avoided.
- .6 Storefronts should be treated in a ways that maintains their contribution to the continuity of the streetscape. Non-character defining materials and treatments should be removed.
- .7 Individual buildings should be treated as a consistent whole. Buildings with multiple store fronts or primary and secondary facades should avoid visual clutter associated with conflicting or uncomplimentary treatments on each storefront.
- .8 Recessed doorways should be retained or revealed to add visual interest to the streetscape.
- .9 Reinstating, or continuing to use character defining corner entrances. New buildings at intersections should be designed with corner entrances.
- .10 In new construction, building materials and colours should respect the historic architecture and character of the Historic Downtown and the surrounding streetscape, as seen in the colours, textures, and modulation of existing materials.
- .11 Awnings should respect the character of the era in which the building was constructed. Awning and building colours should be compatible. Awnings should be installed so that they do not obscure details in the masonry or distort the proportions of architectural features. Back-lit or metal awnings are not appropriate.
- Signage
- .12 Historic signs should be maintained if found to be a character defining element of the place.
- .13 No sign should be constructed or situated so that it disfigures or conceals any significant architectural feature of the building.
- Lighting
- .14 Lighting should be permanent and should respect the heritage values and character defining elements of the building.
- .15 Lighting that highlights the architecture of the building is encouraged, but that avoids light pollution in the sky.



Screening, Landscaping and Amenities

- .16 Alleyways should be developed as secondary opportunities for commercial enterprises.
- .17 Building facades facing onto walkways should be treated in a similar fashion as street front facades in terms of colours, detailing and materials. However, care should be taken to ensure that walkway facades have less detail to identify them as secondary facades.
- .18 Street furniture should be designed in a way to reflect the heritage values of the community.
- .19 Landscaping of both hard and soft surfaces can be designed to reflect the heritage values of the community. Landscaping can interpret the history and heritage of the city, and contribute to the sense and understanding of place.

on the site. Pedestrian and bicycle networks on the site should link with networks off the site.

Access and Parking

- .20 Parking areas with more than 20 stalls should be broken into smaller groups, divided by landscaping.
- .21 Off-street parking and loading should be encouraged where possible and designed to promote safe and efficient vehicle entrances and exits, and on-site circulation.
- .22 Sites should be designed in a way that accommodates alternative modes of transportation, with provisions made for features such as pedestrian sidewalks, bicycle and walking paths or lanes, and bicycle racks

SECTION 42

CC (Core Commercial) Zone

Permitted Uses

1. The following uses and no others are permitted in a CC zone:

Bylaw 1633

- (a) wholesale establishments;
- (b) retail establishments;
- (c) restaurants ***and/or liquor licenced premises;***
- (d) professional offices and offices;
- (e) medical and dental clinics;
- (f) personal service establishments;
- (g) clubs, lodges and similar fraternal organizations;
- (h) indoor entertainment facilities;
- (i) bus depots;
- (j) taxi stands;
- (k) financial institutions;
- (l) hotels and motels;
- (m) post office;
- (n) theatres;
- (o) animal hospitals with no outside runs or enclosures.

Permitted accessory uses and buildings on any parcel includes the following:

- (p) dwelling units contained within the above permitted uses;
- (q) any accessory building or structure for the above noted uses.

Regulations

2. On a parcel located in a CC zone:

Minimum Parcel Size for Subdivision purposes

- (a) There is no minimum parcel size and the parcel must be connected to a community sewage and water system.

Number and type of Dwelling Units allowed

- (b) Private apartments contained within the above-mentioned commercial activities are permitted. Not more than 30% of the principal building shall be used for apartments.

Height

- (c) No building or structure shall exceed 12 metres (40 ft) in height;

SECTION 42

CC (Core Commercial) Zone cont'd

Accessory Buildings

- (d) No accessory building shall have a floor area greater than 10% of the principal structure.

Lot Area Coverage

- (e) The maximum permitted lot area coverage shall be as follows:
- Principal building with all accessory buildings and structures, with approved fire retardant walls 100%
 - Principal building with all accessory buildings and structures, without approved fire retardant walls 80%

Additional requirements

- (f) The buildings or structures used for the commercial operation must be a minimum of 4.6 metres (15 ft) from any parcel lot line that is adjacent to a residential parcel of land;
- (g) If a fence is erected it shall not exceed a height of 2.4 metres (8 ft);
- (h) See Sections 13 to 30A of this Bylaw.

**SCHEDULE 1
Site Profile**

(All Information Must be Provided and All Questions Answered)

(Version 3.0)

I CONTACT IDENTIFICATION

A. Name of Site Owner:

Last _____ First _____ Middle Initial(s) _____ (and/or, if applicable)

Company Valley Heights Dev Inc

Owner's Civic Address 7330 Riverside Dr

City Grand Forks Province/State BC

Country _____ Postal Code/ZIP V0H 1H0

B. Person Completing Site Profile (Leave blank if same as above):

Last LING First William Middle Initial(s) _____ (and/or, if applicable)

Company _____

C. Person to Contact Regarding the Site Profile:

Last LING First William Middle Initial(s) _____ (and/or, if applicable)

Company _____

Mailing Address _____

City _____ Province/State _____

Country _____ Postal Code/ZIP _____

Telephone (250) 442 - 8812 Fax (____) ____ - ____

II SITE IDENTIFICATION

Please attach a site location map

IF Legally Titled, Registered Property

Site Street Address (if applicable) 7330 Riverside Dr

City Grand Forks, BC Postal Code V0H 1H0

PID numbers and associated legal descriptions. Attach an additional sheet if necessary.

PID	Legal Description
<u>210 223.030</u>	<u>Plan 34642, Lot 1, Dh 108 x 339 "s" SDYD.</u>
_____	_____
_____	_____
_____	_____
_____	_____

Total number of titled parcels represented by this site profile is: 1

**SCHEDULE 1
Site Profile**

(Version 3.0)

IF Untitled Crown Land

1) PIN numbers and associated Land Description. *Attach an additional sheet if necessary.*

<u>PIN</u>	<u>Land Description</u>
_____	_____
_____	_____
_____	_____
_____	_____

Total number of untitled crown land parcels represented by this site profile is: _____

OR

2) Coordinates (using the North American Datum 1983 convention) for the centre of the site:

Latitude: Degrees _____ Minutes _____ Seconds _____
Longitude: Degrees _____ Minutes _____ Seconds _____

Please attach a map of appropriate scale showing the boundaries of the site.
(and, if available)

Crown land file numbers. *Attach an additional sheet if necessary.*

III COMMERCIAL AND INDUSTRIAL PURPOSES OR ACTIVITIES

Please indicate below, in the format of the example provided, which of the industrial and commercial purposes and activities from Schedule 2 have occurred or are occurring on this site.

EXAMPLE

<u>Schedule 2 Reference</u>	<u>Description</u>
E1	appliance, equipment or engine repair, reconditioning, cleaning or salvage
F10	solvent manufacturing or wholesale bulk storage

Please print legibly. Attach an additional sheet if necessary

<u>Schedule 2 Reference</u>	<u>Description</u>
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE 1
Site Profile

(Version 3.0)

IV AREAS OF POTENTIAL CONCERN			
	Is there currently or to the best of your knowledge has there previously been on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	Petroleum, solvent or other polluting substance spills to the environment greater than 100 litres?		X
B.	Residue left after removal of piled materials such as chemicals, coal, ore, smelter slag, air quality control system baghouse dust?		X
C.	Discarded barrels, drums or tanks?		X
D.	Contamination resulting from migration of substances from other properties?		X
V FILL MATERIALS			
	Is there currently or to the best of your knowledge has there previously been on the site any deposit of (please mark the appropriate column opposite the question):	YES	NO
A.	Fill dirt, soil, gravel, sand or like materials from a contaminated site or from a source used for any of the activities listed under Schedule 2?		X
B.	Discarded or waste granular materials such as sand blasting grit, asphalt paving or roofing material, spent foundry casting sands, mine ore, waste rock or float?		X
C.	Dredged sediments, or sediments and debris materials originating from locations adjacent to foreshore industrial activities, or municipal sanitary or stormwater discharges?		X
VI WASTE DISPOSAL			
	Is there currently or to the best of your knowledge has there previously been on the site any landfilling, deposit or dumping of the following materials (please mark the appropriate column opposite the question):	YES	NO
A.	Materials such as household garbage, mixed municipal refuse, or demolition debris?		X
B.	Waste or byproducts such as tank bottoms, residues, sludge, or flocculation precipitates from industrial processes or wastewater treatment?		X
C.	Waste products from smelting or mining activities, such as smelter slag, mine tailings, or cull materials from coal processing?		X
D.	Waste products from natural gas and oil well drilling activities, such as drilling fluids and muds?		X
E.	Waste products from photographic developing or finishing laboratories; asphalt tar manufacturing; boilers, incinerators or other thermal facilities (e.g. ash); appliance, small equipment or engine repair or salvage; dry cleaning operations (e.g. solvents); or automobile and truck parts cleaning or repair?		X

SCHEDULE 1
Site Profile

(Version 3.0)

VII TANKS OR CONTAINERS USED OR STORED			
	Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	Underground fuel or chemical storage tanks?		X
B.	Above ground fuel or chemical storage tanks?		X
VIII SPECIAL (HAZARDOUS) WASTES OR SUBSTANCES			
	Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	PCB-containing electrical transformers or capacitors either at grade, attached above ground to poles, located within buildings, or stored?		X
B.	Waste asbestos or asbestos containing materials such as pipe wrapping, blown-in insulation or panelling buried?		X
C.	Paints, solvents, mineral spirits or waste pest control products or pest control product containers stored in volumes greater than 205 litres?		X
IX LEGAL OR REGULATORY ACTIONS OR CONSTRAINTS			
	To the best of your knowledge are there currently any of the following pertaining to the site (please mark the appropriate column opposite the question):	YES	NO
A.	Government orders or other notifications pertaining to environmental conditions or quality of soil, water, groundwater or other environmental media?		X
B.	Liens to recover costs, restrictive covenants on land use, or other charges or encumbrances, stemming from contaminants or wastes remaining onsite or from other environmental conditions?		X
C.	Government notifications relating to past or recurring environmental violations at the site or any facility located on the site?		X
X ADDITIONAL COMMENTS AND EXPLANATIONS			
<p>(Note 1: Please list any past or present government orders, permits, approvals, certificates and notifications pertaining to the environmental condition, use or quality of soil, surface water, groundwater or biota at the site.</p> <p>Note 2: If completed by a consultant, receiver or trustee, please indicate the type and degree of access to information used to complete this site profile. Attach extra pages, if necessary):</p> <p><i>Floodplain Covenant #K197282</i></p>			

**SCHEDULE 1
Site Profile**

(Version 3.0)

XI SIGNATURES

The person completing the site profile states that the above information is true, based on the person's current knowledge as of the date completed.

Signature of person completing site profile

2012-10-9
Date completed: (YY-MM-DD)

XII OFFICIAL USE

Local Authority

Reason For Submission (Please check one or more of the following)

Soil Removal ☐

Subdivision Application ☐ **Zoning Application** ☐ **Development Permit** ☐ **Variance Permit** ☐ **Demolition Permit** ☐

Date received:	<u>Local Government contact :</u>		Date Submitted to Site Registrar:	Date forwarded to Director of Waste Management:
	Name _____			
	Agency _____			
	Address _____			
	Telephone _____ Fax _____			

Director of Waste Management

Reason For Submission (Please check one or more of the following)

Under Order ☐ **Site Decommissioning** ☐ **Foreclosure** ☐

Date received:	<u>Assessed by:</u>		Investigation Required? YES NO	Decision date:
	Name _____			
	Region _____			
	Telephone _____ Fax _____			
	If site profile entered, SITE ID # _____			

Site Registrar

Date received:	<u>Entered onto Site Registry by:</u>	SITE ID #:	Entry date:

**ENGINEERING (2012) LTD**

2248 Columbia Avenue Castlegar, BC V1N 2X1 e-mail: mail@wsaeng.ca

Tel (250) 365-3696

Fax (250) 365-3607

June 18, 2013

C12001-046

Kathy LaBossiere
Box 220 – 130 Industrial Drive
Grand Forks, BC
V0H 1H0

RECEIVED**JUN 20 2013****THE CORPORATION OF
THE CITY OF GRAND FORKS****RE: GRANBY BUILDING STRATA TITLE CONVERSION**

This letter is intended to accompany an application by Valley Heights III for a strata title conversion of the Granby Building at 7326 Riverside Drive Grand Forks BC.

In support of the application we provide the following for council consideration.

- Rental vacancy rate;
- Proposals to relocate persons currently occupying the building;
- Life expectancy of the building;
- Increases in maintenance costs due to condition of building; and
- A report from a structural engineer

Rental Vacancy Rate

Upon reviewing the classifieds section of the Grand Forks Gazette from May 5th to June 18th it was noted that the same apartments advertised have remained available since the dates they were first viewed. According to the CMHC Rental Market Results – Fall 2012, the rental vacancy rates for apartments in Grand Forks appear to be increasing; 3.7 was the rate in 2011 which increased to 5.2 in 2012.

Proposals to relocate persons currently occupying the building

Building is currently vacant.

Life expectancy of the building

Life expectancy is 75 years.

Increases in maintenance costs due to condition of the building

Full renovations underway; Maintenance costs will decrease.

A report from a structural engineer

Attached is a letter from a structural engineer registered in the province of B.C. which confirms the building is of a reasonable quality for its age. It includes reference to the state of repair, general workmanship and measure of compliance with relevant bylaws.

Sincerely,

WSA ENGINEERING (2012) LTD.

A handwritten signature in black ink, appearing to read 'Dan Sahlstrom', with a long horizontal flourish extending to the right.

Dan Sahlstrom P.Eng
Senior Civil Engineer

DS:ks



ENGINEERING (2012) LTD.

2248 Columbia Avenue Castlegar, BC V1N 2X1

e-mail: mail@wsaeng.ca

Tel (250) 365-3696

Fax (250) 365-3607

June 18, 2013

C12001-046

Kathy LaBossiere
Box 220 – 130 Industrial Drive
Grand Forks, BC
V0H 1H0

RE: GRANBY BUILDING STRUCTURAL CERTIFICATION

WSA Engineering (2012) Ltd has completed a review of the combined residential commercial building located at 7326 Riverside Drive, Grand Forks BC. This letter is to confirm that the building is of a reasonable quality for its age. It has undergone a recent renovation including modifications to structural support to allow for a modified floor plan on the second level. Engineered drawings, inspections and certifications were completed by WSA Engineering (2012) Ltd for the structural modifications in accordance with the requirements of the local building official.

While the ownership structure is changing, the use and occupancy of the building remains the same. The upper floor will continue to be used for residential suites and the bottom floor for commercial/retail. As such the Authority Having Jurisdiction has not required a code review and update of elements relating to the use and occupancy since the building has functioned in its current state for many years.

The building plans for the modifications to the upper floor layout have been reviewed and approved by the local building official.

Sincerely,

WSA ENGINEERING (2012) LTD.

Dan Sahlstrom P.Eng
Senior Civil Engineer

DS:er

CMHC Rental Market Results - Fall 2012
Kootenay Centres

Vacancy Rates

Location	Apartment		Apartment/Row	
	2012	2011	2012	2011
Castlegar	4.1	3.6	3.7	3.1
Cranbrook	8.1	7.5	8.1	7.2
Creston	16.0	10.9	15.9	9.4
Elkford/Sparwood	0.8	1.7	1.1	1.4
Fernie	5.2	4.3	5	4.1
Golden	17	13.8	17.7	17.6
Grand Forks	5.2	3.7	4.3	3.1
Kimberley	12.5	9.4	12.8	11
Nelson	2.6	1.9	2.6	1.9
Revelstoke	29.4	28.6	26.1	26.7
Trail Area **	10.2	11.1	10.6	10.9

Other Small Centres

Merritt	4.7	14.6	4	12.7
Oliver	9.4	5.6	8.5	4.7
Osoyoos	20.5	4.4	20.5	4.4

Average Apartment Rents

Location	Bach.	One Bed.	Two Bed.	Three Bed.
Castlegar		568	659	
Cranbrook	463	613	727	817
Creston		544	628	
Elkford/Sparwood		480	793	
Fernie		644	753	909
Golden		580	698	
Grand Forks		519	650	
Kimberley	426	541	632	726
Nelson	568	642	788	1079
Revelstoke	576	651	872	866
Trail Area ****	396	528	621	814

Other Centres

Merritt	504	636
Oliver	639	
Osoyoos		655

**** Includes: Trail, Warfield, and Fruitvale.

STRATA PROPERTY ACT
CHAPTER 43, 1998

PART 14 – Land Titles

Approval for conversion of previously occupied buildings

- 242(1)** For the purposes of this section, "approving authority" means
- (a) the municipal council of the municipality if the land is located in a municipality,
 - (b) the regional board of the regional district if the land is located in a regional district but not in a municipality and is not Nisga'a Lands,
 - (c) the Nisga'a Village Government if the land is located within Nisga'a Village Lands, or
 - (d) the Nisga'a Lisims Government if the land is Nisga'a Lands other than Nisga'a Village Lands.
- (2) If a person applying to deposit a strata plan wishes to include in the strata plan a previously occupied building, the person must submit the proposed strata plan to the approving authority.
- (3) The approving authority may
- (a) approve the strata plan, or approve the strata plan subject to terms and conditions, or
 - (b) refuse to approve the strata plan, or refuse to approve the strata plan until terms and conditions imposed by the approving authority are met.
- (4) The decision of the approving authority under subsection (3) is final and may not be appealed.
- (5) The approving authority must not approve the strata plan unless the building substantially complies with the following:
- (a) the applicable bylaws of the municipality or regional district;
 - (b) applicable Nisga'a Government laws;

- (c) the British Columbia Building Code referred to in the Building Regulations of British Columbia.
- (6) In making its decision, the approving authority must consider
 - (a) the priority of rental accommodation over privately owned housing in the area,
 - (b) any proposals for the relocation of persons occupying a residential building,
 - (c) the life expectancy of the building,
 - (d) projected major increases in maintenance costs due to the condition of the building, and
 - (e) any other matters that, in its opinion, are relevant.
- (7) If the approving authority approves the strata plan without terms and conditions, an authorized signatory of the approving authority must endorse the plan in accordance with the regulations.
- (8) If the approving authority approves the strata plan subject to terms and conditions, an authorized signatory of the approving authority must endorse the plan in accordance with the regulations once the terms and conditions have been met.
- (9) The endorsement must be dated not more than 180 days before the date the strata plan is tendered for deposit.
- (10) The approving authority may, by resolution, with respect to a specified type of previously occupied building,
 - (a) delegate to an approving officer or other person designated in the resolution the exercise of the powers and performance of the duties of the approving authority under this section, and
 - (b) impose limits or conditions on the exercise of the powers and performance of the duties delegated by the resolution.
- (11) This section does not apply to a strata plan that includes a previously occupied building if the person applying to deposit the strata plan is the government or the Crown in right of Canada.

CITY OF GRAND FORKS

POLICY TITLE:	Strata Title Conversion Policy	POLICY NO:	1502
EFFECTIVE DATE:	July 20, 2009	SUPERSEDES:	
APPROVAL:	Council	PAGE:	1 of 3

Purpose:

To establish a procedure for dealing with applications to Council for the conversion of previously occupied buildings into strata lots as required by the Strata Property Act.

Policy:

1. Requests to Council for conversion shall meet the following criteria:
 - Compliance with the applicable bylaws of the Municipality;
 - Compliance with the B.C. Building code; and
 - The applicant must submit a letter of intent and an application for preliminary acceptance of subdivision, with the applicable fees set out in the Fees and Charges Bylaw.

The above criteria will require a building inspection and zoning check.

1. Council must consider the following when making their decision of approval or denial of a request for conversion:
 - Rental vacancy rate;
 - Proposals to relocate persons currently occupying the building;
 - Life expectancy of the building;
 - Increases in maintenance costs due to condition of building; and
 - Any other matters deemed relevant to the conversion;
 - Council, by resolution, will delegate to the Approving Officer, the authority to sign the "Endorsement by Approving Authority", which is attached to this policy as "Schedule A" and the final signing approval of the strata plans, on the proviso that the applicant meets the following terms and conditions within one (1) year of the approval in principle;

- A report from a structural engineer, registered in the Province of B.C. stating that the building is of a reasonable quality for its age, including reference to the state of repair, general workmanship and measure of compliance with relevant bylaws; and
 - That the building meets all the current building code requirements for strata conversion.
3. If the application for conversion is denied, Council's decision is final and may not be appealed.

Strata Property Act

Form T

ENDORSEMENT BY APPROVING AUTHORITY

(Section 242; Regulation section 14.5 (4))

I certify that the conversion of the buildings included in this strata plan have been approved under section 242 of the *Strata Property Act*.

Date:[month day, year]*.

.....

Signature of Authorized Signatory of Approving Authority

.....

Name of Municipality (or as the case may be)

* Section 242 (9) provides that the endorsement must be dated not more than 180 days before the date the strata plan is tendered for deposit.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Sasha Bird, Manager of Development & Engineering Services

Date: October 13, 2015

Subject: Application for a Development Variance Permit to request an increase in the ratio of apartments to the principal building from 30% to 50% to allow for the current 4 apartments upstairs to remain and to comply with the Zoning Bylaw.

Recommendation: **RESOLVED THAT** Council considers the Development Variance Permit application and selects one of the presented options.

BACKGROUND: The City has received a Development Variance Permit application from Valley Heights Developments Inc., owner of property legally described as Lot A, District Lot 108 & 339S, SDYD, Plan EPP49626, located at 7330 Riverside Drive. The property in question is currently zoned CC (Commercial Core) in the City's Zoning Bylaw and the zone allows for private apartments to be contained within a commercial permitted use but that not more than 30% of the principal building shall be used for apartments. The applicant wishes to apply to vary Section 42(2)(b) Commercial Core Zone Regulations – Number and Type of Dwelling Units Allowed, to increase the ratio of apartments to the principal building from 30% to 50% to allow the current 4 apartments upstairs to remain and to comply with the Zoning Bylaw.

The building is considered "existing non-conforming" in that the apartments upstairs are 50% of the building and the current zoning bylaw for the Commercial Core states that not more than 30% of the principal building shall be used for apartments. If the building was to burn more than 75% of the footprint, at least 1 or 2 of the apartments would be jeopardized for rebuild, unless the applicants applied for a variance to allow the apartments in the building to be 50% of the building space. This is a ratio change and not a density issue.

Section 901 of the Local Government Act states that a person may apply to the Board of Variance to permit a minor variance or allow an exemption to relieve hardship. At the present time, the City does not have a Board of Variance, so the approving body is Council.

Section 901(4) of the Local Government Act states that notice must be given to all owners or tenants, indicating the land that is the subject of the application and the land that is adjacent to the subject of the application. Staff would send letters to the affected property owners and/or tenants, informing them of the variance application and inviting them to attend the November 9th, 2015 Committee of the Whole meeting, if they have any comments or concerns regarding the proposed variance.

REQUEST FOR DECISION

— REGULAR MEETING —



At the October 13th, 2015 Committee of the Whole (COTW) meeting, the COTW was presented two options for Council's consideration:

- 1) **Option 1:** That Council can choose to accept the request and direct Staff to proceed with the statutory requirements necessary for a Development Variance Permit application.
- 2) **Option 2:** That Council can choose to not accept the request and direct Staff to not proceed with the statutory requirements necessary for a Development Variance Permit application.

The COTW resolved to receive the report and recommended to Council to select one of the presented options at the October 13th, 2015 Regular Meeting of Council and authorized Staff to proceed with Option 1.

Staff sent referral letters to potential stakeholder agencies for their comments and/or concerns.

Council can consider the following options:

- 1) **Option 1:** Council can choose to accept the request and direct Staff to complete the statutory requirements necessary for the Development Variance Permit application.
- 2) **Option 2:** Council can choose to not accept the request and direct Staff to not complete the statutory requirements necessary for a Development Variance Permit application.

Benefits or Impacts of the Recommendation:

General:	Approving the development variance request would alleviate the applicant's hardship issue in that the apartments would comply with the Zoning Bylaw.
Strategic Impact:	N/A
Financial:	The costs to the City are covered by the application fees payable at the time of the Development Variance Permit application.
Policy/Legislation:	Section 901 of the Local Government Act governs development variance applications and procedures.
Attachments:	<ul style="list-style-type: none">-Development Variance Permit application complete with site plan showing the existing building on the property and an artist's rendition of the existing interior layout of the apartments and the commercial businesses;-Excerpt from the City's Zoning Bylaw – CC – Commercial Core;

REQUEST FOR DECISION


— REGULAR MEETING —



- Excerpt from the City's Zoning Bylaw – CC – Commercial Core;
- Aerial and Street views of the property and a copy of the zoning map showing the zoning of area;

Recommendation: **RESOLVED THAT** Council considers the Development Variance Permit application and selects one of the presented options.

- OPTIONS:**
1. COUNCIL COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
 2. COUNCIL COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.
 3. COUNCIL COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.
-

	
Department Head or CAO	Chief Administrative Officer

THE CORPORATION OF THE CITY OF GRAND FORKS

7217 - 4TH STREET, BOX 220 · GRAND FORKS, BC V0H 1H0 · FAX 250-442-8000 · TELEPHONE 250-442-8266



DEVELOPMENT VARIANCE PERMIT APPLICATION

LOCAL GOVERNMENT ACT, SECTION 922

APPLICATION FEE \$350.00

Receipt No. 183683

Registered Owner(s): Valley Heights Developments Inc.

William L. Ling, Owner

Mailing Address: P.O. Box 717

Grand Forks, B.C. V0H 1H0


Telephone: Home: _____ Work: 250-442-8812

Legal Description & P.I.D.: Lot A, District Lot 108 & 339S, S.D.Y.D., Plan EPP49626

Street Address: 7330 Riverside Drive

DECLARATION PURSUANT TO THE WASTE MANAGEMENT ACT

I, William L. Ling, owner of the subject property described on this application form, hereby declare that the land which is the subject of this application has not, to my knowledge been used for industrial or commercial activity as defined in the list of "Industrial Purposes and Activities" (Schedule 2) of the Contaminated Sites Regulation (B.C. Reg. 375/96). I therefore declare that I am not required to submit a Site Profile under Section 26.1 or any other section of the Waste Management Act.



(signature)

September 10, 2015
(date)

Outline the provisions of the respective Bylaw(s) that you wish to vary and give your reasons for making this request:

Section 42(2)(b) Commercial Core Zone Regulations - Number and type of Dwelling Units allowed, be varied by increasing the ratio of apartments to the principal building from 30% to 50% to allow the current apartments upstairs to remain and be in compliance with Zoning Bylaw No. 1606.

Submit the following information with the application:

1. A legible site plan showing the following:

- (a) The boundaries and dimensions of the subject property.
- (b) The location of permanent or proposed buildings and structures existing on the property.
- (c) The location of any proposed access roads, parking, screening, landscaping or fencing.
- (d) The location and nature of any physical or topographic constraints on the property (stream, ravines, marshes, steep slopes, etc.).

Other information or more detailed information may be requested by the
City of Grand Forks upon review of your application.

The information provided is full and complete and to the best of knowledge to be a true statement of the facts, relating to this application.

Signature of Owner

September 10, 2015

Date

AGENT'S AUTHORIZATION

I hereby authorize the person/company listed below to act on my behalf with respect to this application:

Name of Authorized Agent: _____

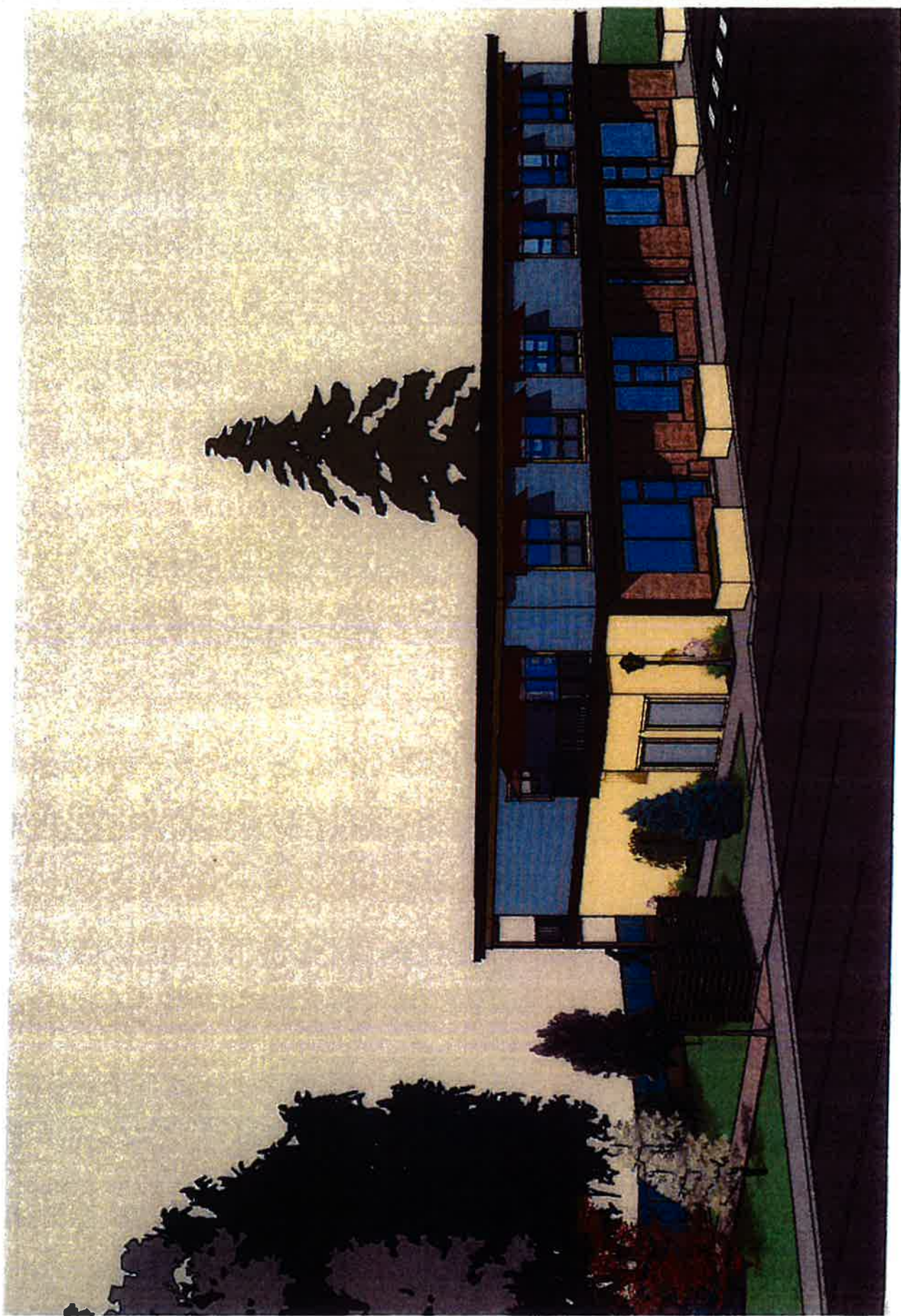
Mailing Address: _____

Telephone: _____

Owner(s) Signature of Authorization

Website: www.grandforks.ca

Email: info@grandforks.ca



4 Apartments Upstairs





COLUMBIAN CRABAPPLE
HEIGHT 20'
SPACING 30'



ANNE HANCOCK
HEIGHT 15'
SPACING 20'



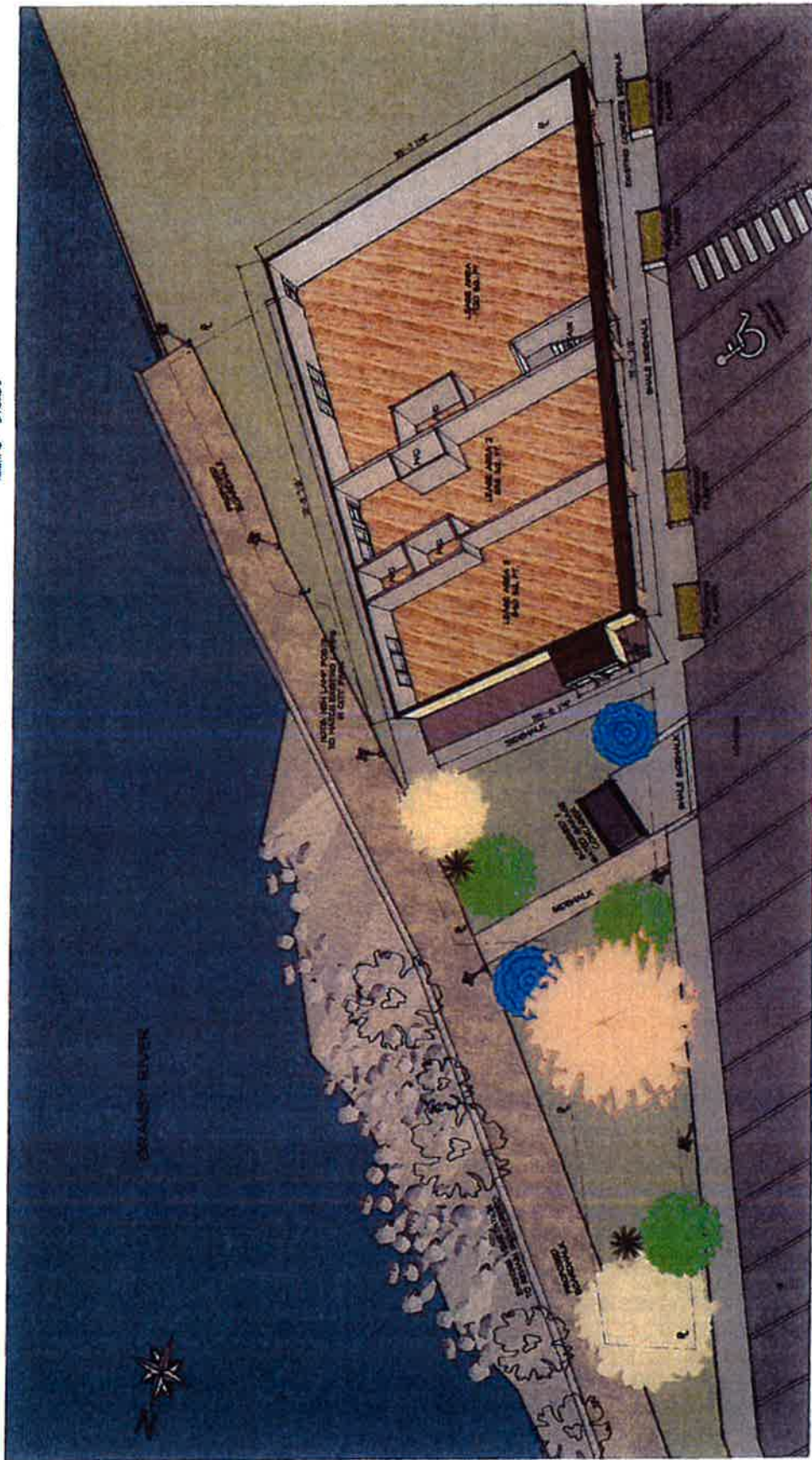
THUNDER BOLT
HEIGHT 15'
SPACING 15'



BLUE POINT JUNGLE
HEIGHT 15'
SPACING 15'



HALE CAHANA
HEIGHT 15'
SPACING 15'



RIVERSIDE DRIVE

SECTION 42

CC (Core Commercial) Zone

Permitted Uses

1. The following uses and no others are permitted in a CC zone:

- (a) wholesale establishments;
- (b) retail establishments;
- (c) restaurants ***and/or liquor licenced premises;***
- (d) professional offices and offices;
- (e) medical and dental clinics;
- (f) personal service establishments;
- (g) clubs, lodges and similar fraternal organizations;
- (h) indoor entertainment facilities;
- (i) bus depots;
- (j) taxi stands;
- (k) financial institutions;
- (l) hotels and motels;
- (m) post office;
- (n) theatres;
- (o) animal hospitals with no outside runs or enclosures.

Bylaw 1633

Permitted accessory uses and buildings on any parcel include the following:

- (p) dwelling units contained within the above permitted uses;
- (q) any accessory building or structure for the above noted uses.

Regulations

2. On a parcel located in a CC zone:

Minimum Parcel Size for Subdivision purposes

- (a) There is no minimum parcel size and the parcel must be connected to a community sewage and water system.

Number and type of Dwelling Units allowed

- (b) Private apartments contained within the above-mentioned commercial activities are permitted. Not more than 30% of the principal building shall be used for apartments.

Height

- (c) No building or structure shall exceed 12 metres (40 ft) in height;

SECTION 42 **CC (Core Commercial) Zone** cont'd

Accessory Buildings

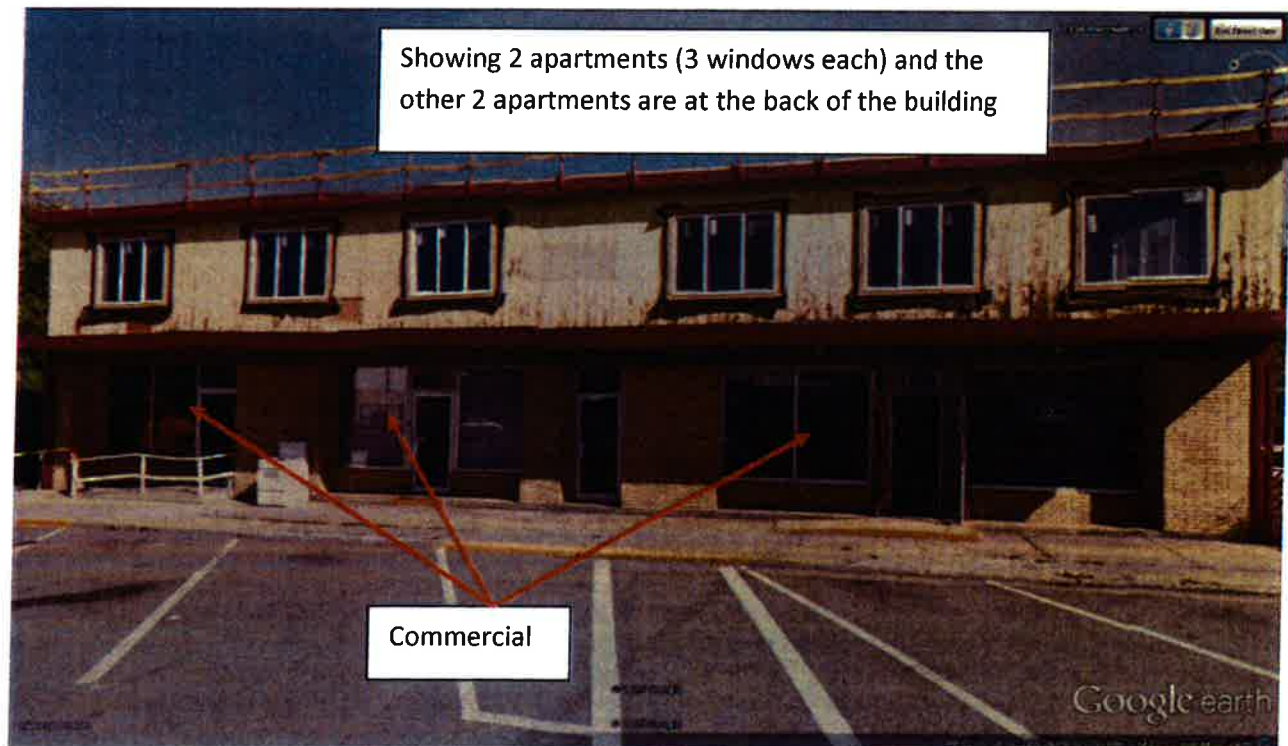
- (d) No accessory building shall have a floor area greater than 10% of the principal structure.

Lot Area Coverage

- (e) The maximum permitted lot area coverage shall be as follows:
- Principal building with all accessory buildings and structures,
with approved fire retardant walls 100%
 - Principal building with all accessory buildings and structures,
without approved fire retardant walls 80%

Additional requirements

- (f) The buildings or structures used for the commercial operation must be a minimum of 4.6 metres (15 ft) from any parcel lot line that is adjacent to a residential parcel of land;
- (g) If a fence is erected it shall not exceed a height of 2.4 metres (8 ft);
- (h) See Sections 13 to 30A of this Bylaw.



STREET VIEW OF BUILDING BEFORE RENOVATIONS WERE DONE TO THE OUTSIDE

The map illustrates a proposed water tunnel project in a residential neighborhood. The tunnel, shown in blue, runs diagonally from the upper left towards the lower right. It crosses several streets, including Riverside Drive and Avenue M. The surrounding area is divided into numerous lots, many of which are numbered and labeled with plan numbers (e.g., PLAN 33849, PLAN 33280). A river is visible on the right side of the map, and a bridge crosses it. The map also shows a street grid with streets labeled 'STREET' and 'AVENUE M'. The overall layout suggests a complex urban environment with a significant infrastructure project planned.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Manager of Development and Engineering
Date: October 13, 2015
Subject: Approval from Council to permit Granby River Mining Company Inc. to enter into a Mortgage of Lease Agreement with Community Futures Development Corporation in order to secure financial funding for plant upgrades at its operations in Grand Forks and approval for the City to enter into a Non-Disturbance Agreement with Community Futures.

Recommendation: **RESOLVED THAT COUNCIL** permit Granby River Mining Company Inc. to enter into a Mortgage of Lease Agreement with Community Futures Development Corporation in order to secure financial funding for plant upgrades at its operations in Grand Forks and further **RESOLVED THAT COUNCIL** approve the City entering into a Non-Disturbance Agreement with Community Futures.

BACKGROUND: A Lease agreement has been in place with the City of Grand Forks for the slag piles for some 50 +/- years. Further, January 1, 2002, The City entered into a Lease Extension, Consolidation and Eighth Modification Agreement with Pacific Abrasives Supply, Inc. and as assigned by way of an Assignment of Lease dated January 1, 2004 among the City of Grand Forks (the "City"), Pacific Abrasives and Supply, Inc. ("Pacific Abrasives") and Granby River Mining Company, Inc, including all amendments and modifications thereto, all extensions, renewals, replacements and restatements thereof and all substitutions therefor, from time to time (the "Lease") for the use, production and sales of the slag minerals.

As per Pacific Abrasives letter dated September 22, 2015, in order for Pacific Abrasives to continue to carry out business by providing a quality product on a timely basis, a major upgrade to plant operations is required. In order to carry out these upgrades, Pacific Abrasives will need to borrow a substantial amount of funds and enter into a Mortgage of Lease with the City and Community Futures.

REQUEST FOR DECISION

— REGULAR MEETING —



Benefits or Impacts of the Recommendation:

- General:** Provides assurance that Granby River Mining Company Inc. can continue to operate, provide a more superior product in a timely and safe manner and provide employment to local residents, vendors and suppliers.
- Strategic Impact:** The City of Grand Forks can continue to collect royalties for the slag materials.
- Financial:** N/A
- Policy/Legislation:** Section (8) 1 of the Community Charter gives the municipality the capacity, rights, powers and privileges of a natural person, including the power to acquire and dispose of property. Disposal of property also includes the leasing of property.
- Attachments:**
- Letter from Pacific Abrasives and Supply, Inc. with the background and details of the requirements for the plant upgrades at its operations in Grand Forks.
 - Letter from Granby River Mining Company, Inc. confirming that it has complied with all of its obligations under the current Lease with the City of Grand Forks.
 - Copy of the Mortgage of Lease Agreement.
 - Aerial Photo of the Location of Operations.

Recommendation: **RESOLVED THAT COUNCIL** permit Granby River Mining Company Inc. to enter into a Mortgage of Lease Agreement with Community Futures Development Corporation in order to secure financial funding for plant upgrades at its operations in Grand Forks and further **RESOLVED THAT COUNCIL** approve the City entering into a Non-Disturbance Agreement with Community Futures.

OPTIONS: 1. **RESOLVED THAT COUNCIL SUPPORT THE RECOMMENDATION.**

REQUEST FOR DECISION

— REGULAR MEETING —



2. RESOLVED THAT COUNCIL DOES NOT SUPPORT THE RECOMMENDATION

3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.

	
Department Head or CAO	Chief Administrative Officer



PACIFIC ABRASIVES AND SUPPLY, INC.

50 Oak Court, Ste. 210
Danville, CA 94526
(925) 831-9800
Fax (925) 831-9183

Box 667
Grand Forks, B.C. V0H 1H0 Canada
(250) 442-3626
FAX (250) 442-3095

September 22, 2015

Sasha J. Bird, ASCT
Manager of Development and Engineering
City of Grand Forks
Box 220, 7217 4TH Street
Grand Forks, B. C., V0H 1H0

Dear Ms. Bird:

CanAm Minerals, Inc., currently our only customer, has advised there is noticeable and continuing deterioration over the past several years of our product produced for them. In addition, they advise competition from the newly re-activated copper slag source in Anaconda, MT is having an impact on their business due the quality of the Anaconda material.

In order to assist CanAm in these challenges, we will improve our ability to provide quality product on a timely basis. We can accomplish this with expansion and renovation of our storage capacity along with a significant improvement to the material sizing screen decks to produce accurate sizing of the material received from Granby River Mining Co. These changes will not only significantly improve the quality of the product, but we estimate that production, over time, could increase by as much as 20%. In anticipation of this increase, CanAm recently added 35 nearly new 112 ton covered hopper railcars to assure timely and safe delivery of our product.

This is a major project in scope and attached is a summary we hope will provide an insight to the magnitude. This project is being undertaken by Striker Industries of Grand Forks.

With the improvement of the plant, we will continue to provide employment to residents of Grand Forks and local vendors and suppliers as well.

Thank you for your assistance and please let us know if you have any questions or would like additional information.

Yours truly,

Steve Hagman
Vice President, and
Chief Financial Officer

cc: Tim Spurgeon
President, CanAm Minerals and Pacific Abrasives
Don McCulloch, Community Futures

Pacific Abrasives & Supply Inc.

New screens and storage for new Ultra-fine product

Scope

1. Building Modifications
 - a. Build internal wall east of existing screens
 - i. This will allow us to work safely while the other screens are still running
 - b. Relocate existing north wall
 - i. Move north wall 6' to the north and support off existing silo
 - c. Modify south wall (if required)
 - i. Only if we can't gain enough room by moving north wall
2. Demolition
 - a. Remove (2) shaker screens (approximately 12' x 6' x 6') and their structure
 - b. Remove (2) conveyors (approximately 20' x 3' x 2' and their structure
 - c. Clean-up area in prep for installation of new equipment
3. Structural Modifications
 - a. Existing Building Structure, are there any modifications required to existing
 - b. Existing Silo may require additional structure to support the shaker screens in their new location
4. Existing silo
 - a. Install baffle plates in the silo to divide off 1/3 of the volume
 - b. Confirm the internal structure that may interfere
5. Modifications to new screens/support frames
 - a. Inspect the screens to ensure there is no damage
 - b. We may need to modify the mounts and ports on the new screens
 - c. We will need to confirm that the new support frames are adequate to support the new screens and mounting locations will work
6. Dust Extraction Piping
 - a. Remove all existing dust extraction piping
 - b. Build new piping sections with routes to accommodate new screens
 - c. Install new piping after new screens are installed
7. Installation of new screens
 - a. Install new support structure (confirm build by PA is ok)
 - b. Install new screen units
 - c. Install modified or new conveyors
 - d. Install Chuting to different silos and conveyors

8. Electrical

- a. Confirm power requirements for new shaker screens
- b. Install any required power distribution
- c. Wire up new screens and conveyors
- d. Is there any need to change process controls?

9. Commissioning

- a. Initial testing of equipment
- b. Modifications to equipment (if required)
- c. Final testing
- d. Project Complete

Drawing Requirements

1. Overall Site plan

- a. This will show the over site plan, where the project is taking place on site

2. General Arrangement

- a. General details of the new building layout
- b. Tank layout and modifications

3. Equipment Drawings

- a. Drawings of new conveyors (if required)
- b. Model of the new screens and support frames

4. Chuting Drawings

- a. Fabrication drawings for all the new chuting

5. P&ID

- a. Process and Instrumentation Diagram of the general product flow and controls.

6. Other

- a. Any other fabrication drawings or details as required

**Granby River Mining Company, Inc.
50 Oak Court, Suite 210
Danville, CA 94256**

September 22, 2015

Corporation of the City of Grand Forks
7217 – 4th Street
Grand Forks, BC
V0H 1H0

Dear Sirs and Mesdames:

Mortgage of Lease between Community Futures Development Corporation of Boundary Area ("Community Futures") and Granby River Mining Company Inc. (the "Company")

We refer to the Lease Extension, Consolidation and Eighth Modification Agreement dated as of January 1, 2002 between the Corporation of The City of Grand Forks (the "City") and Pacific Abrasives and Supply Inc. ("Pacific Abrasives"), as assigned to the Company by way of an Assignment of Lease dated January 1, 2004 among the City, Pacific Abrasives and the Company, including all amendments and modifications thereto, all extensions, renewals, replacements and restatements thereof and all substitutions therefor, from time to time (the "Lease").

In order to provide financing for plant upgrades at its operations in Grand Forks as described in a separate letter from Pacific Abrasives to the City dated today, Pacific Abrasives has entered into an agreement with Community Futures to borrow up to \$418,000 from Community Futures (the "Loan"). As part of the security being requested by Community Futures for the Loan, the Company has been requested to provide a collateral guarantee and a mortgage of its interest in the Lease.

We confirm that the Company has complied with all of its obligations under the Lease and that the Company is not in breach or default of any term of the Lease.

Yours truly,



Steven Hagman
Vice President, and
Chief Financial Officer

cc: Tim Spurgeon, President
Don McCulloch, Community Futures

MORTGAGE OF LEASE

DATED AS OF AUGUST 14, 2015

BETWEEN:

COMMUNITY FUTURES DEVELOPMENT CORPORATION
OF BOUNDARY AREA

1647 Central Ave., Box 2949
Grand Forks, British Columbia, V0H 1H0
(hereinafter referred to as the "Mortgagee")

AND:

GRANBY RIVER MINING COMPANY INC.

50 Oak Ct, Suite 210
Danville, California, USA 94526
(hereinafter referred to as the "Mortgagor")

1. DEFINITIONS

1.1 Definitions

In this Mortgage:

- (a) "Borrower" means Pacific Abrasives and Supply Inc.;
- (b) "Fixture(s)" means all real or personal property whatsoever (whether affixed, mobile or stationary) now or hereafter placed, installed or erected in, on, or under the Leasehold Lands or any part thereof, including without limitation:
 - (i) all buildings, structures, erections, improvements and additions thereto; and
 - (ii) all plant, machinery, apparatus, facilities, equipment, goods and other personal property now or hereafter placed, installed or erected in, on or under the Leasehold Lands or any part thereof, or in, on or under any such buildings, structures, erections, improvements and additions, or affixed or attached thereto, including without limitation:
 - (A) all pipes, conduits, services and the like installed in, under the Leasehold Lands for the purposes of providing utilities and other services within the boundaries of the Leasehold Lands or any parcel(s) of land hereafter created out of or comprising the Leasehold Lands;
 - (B) all heating, cooling, plumbing, air-conditioning, air-filtering, ventilating, conveyancing, electrical, lighting,

telecommunications, security, vacuum, sprinkler, fire-fighting, cooking and refrigeration devices, systems and equipment (including without limitation all furnaces, water heaters, hot water tanks, oil and gas burners, motors, electric fixtures, wiring, escalators, elevators, boilers, pressure vessels, stokers, blowers, tanks, gas pipes, radiators, aerials, television antennae, satellite dishes and built-in furniture);

- (C) all fixed mirrors, suspended ceiling tiles, doors, windows and window coverings, including without limitation all awnings, shutters, drapes, blinds and valances; and
- (D) all carpeting and other floor coverings, including without limitation all carpets and floor coverings in all rooms, halls and stairways; and

which is owned by the Mortgagor and is in law a fixture;

- (c) "Interest Rate" has the means set out Section 1.2 hereof;
- (d) "Landlord" means the landlord or lessor under the Lease from time to time;
- (e) "Lands" mean the land(s) legally described as:

PID: 004-837-924
LOT 1 DISTRICT LOT 495 SIMILKAMEEN DIVISION YALE
DISTRICT PLAN 27381,

PID: 004-837-991
LOT 2 DISTRICT LOTS 494 AND 495 SIMILKAMEEN DIVISION
YALE DISTRICT PLAN 27381,

PID: 004-837-975
LOT 4 DISTRICT LOT 495 SIMILKAMEEN DIVISION YALE
DISTRICT PLAN 27381

- (f) "Lease" means that certain Lease Extension, Consolidation and Eight Modification Agreement dated as of January 1, 2002 between the Corporation of The City of Grand forks and Pacific Abrasives and Supply Inc. as assigned to the Mortgagor by way of an Assignment of Lease dated January 1, 2004 among the Corporation of the City of Grand Forks, Pacific Abrasives and Supply Inc. and The Mortgagor, and includes all amendments and modifications thereto, all extensions, renewals, replacements and restatements thereof and all substitutions therefor, from time to time;
- (g) "Leasehold Lands" means:
 - (i) the Lands or that portion of the Lands which is demised to the Lessee pursuant to the Lease, as the case may be, including all improvements, appurtenances and every other thing referred to in s. 10 of the *Land*

Transfer Form Act (British Columbia), as amended or replaced from time to time, if any, demised to the Lessee pursuant to the Lease; and

- (ii) the Fixtures;
- (h) "Lessee" means the lessee or tenant under the Lease or the Mortgagor, as the case may be;
- (i) "Letter of Offer" means the Letter of Offer dated July 21, 2015 between the Mortgagee and Pacific Abrasives and Supply Inc.
- (j) "Mortgagor's Interest" means all of the present and future estate, right, title and interest of the Mortgagor in and to:
 - (i) the Leasehold Lands; and
 - (ii) the Lease,

including all of the benefits and advantages accruing to the Mortgagor under the Lease (including any right or option to renew and any option or right of first refusal to lease or purchase that may be contained therein) and from the Leasehold Lands;
- (k) "Obligations" mean all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, at any time owing by the Mortgagor to the Mortgagee or remaining unpaid by the Mortgagor to the Mortgagee or heretofore or hereafter incurred or arising and whether incurred by or arising from any agreement or dealing between the Mortgagee and the Mortgagor or from any agreement or dealing with any third party by which the Mortgagee may be or become in any manner whatsoever a creditor of the Mortgagor or however otherwise incurred or arising anywhere within or outside Canada and whether the Mortgagor be bound alone or with another or others and whether as principal or surety and any unpaid balance thereof and whether the same is from time to time reduced and thereafter increased, extinguished and thereafter incurred again;
- (l) "Permitted Encumbrances" means nil; and
- (m) "Person" includes an individual, a corporation and a partnership of individuals or corporations or a combination thereof.

1.2 Interest Rate

This Mortgage is given as collateral security for the guarantee by the Mortgagor of the debts and obligations of the Borrower to the Mortgagee. Therefore, the Interest Rate applicable to this Mortgage shall be identical to the Interest Rate applicable to the obligations of the Borrower to the Mortgagee as expressed from time to time in promissory notes owing by the Borrower to the Mortgagee (as replaced, modified, renewed, or extended). The Interest Rate herein shall change without notice to the Borrower upon any change in Interest Rate agreed to

between the Borrower and the Mortgagee and expressed in such promissory notes executed by the Borrower from time to time.

1.3 No Reliance

The Mortgagor does not rely on any representations, warranties, covenants, agreements, conditions or provisos, oral or otherwise, whether made by the Mortgagee or any person acting actually or ostensibly on the Mortgagee's behalf, other than those contained in this Mortgage and unless those representations, warranties, covenants, agreements, conditions and provisos are contained in a supplementary contract in writing duly executed by both the Mortgagor and the Mortgagee, which supplementary contract is expressed to survive the closing of the transaction referred to therein and the registration of this Mortgage.

1.4 Headings

The headings in this Mortgage are inserted for convenience of reference only and will not affect the construction or interpretation of this Mortgage.

1.5 Hereof, Etc.

All references in this Mortgage to the words "hereof", "herein" or "hereunder" will be construed to mean and refer to this Mortgage as a whole and will not be construed to refer only to a specific article, clause, or paragraph of this Mortgage unless the context clearly requires such construction.

1.6 Severability

If any of the terms of this Mortgage are or are held to be unenforceable or otherwise invalid, such holding will not in any way affect the enforceability or validity of the remaining terms of this Mortgage.

1.7 Governing Law

This Mortgage, including any covenants and indemnity of the Covenantor (if any) provided for herein, will be governed by and construed in accordance with the laws of the Province of British Columbia, and each party hereby submits to the jurisdiction of the courts of the Province of British Columbia and agrees to be bound by any Puit, action or proceeding commenced in such courts and by any order or judgment resulting from such suit, action or proceeding; provided that the foregoing will in no way limit the right of the Mortgagee to commence suits, actions or proceedings based on this Mortgage in any other jurisdiction.

1.8 Gender

Wherever the singular or masculine gender is used throughout this Mortgage, the same will be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.

2. GRANT OF SECURITY

2.1 Grant of Mortgage

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Mortgagor, the Mortgagor HEREBY DEMISES, SUBLEASES AND MORTGAGES by way of sublease, the Mortgagor's Interest to and in favour of the Mortgagee, TO HAVE AND TO HOLD the same unto the Mortgagee from the date hereof for and during the unexpired residue of the term of the Lease, except the last day thereof, subject only to the Permitted Encumbrances and the proviso for redemption hereinafter contained, to secure payment and performance by the Mortgagor of the Obligations.

2.2 Necessary Consents

The demise, sublease and mortgage of the Mortgagor's Interest created hereby will not become effective until, but will become immediately effective, when all consents necessary for the validity and effectiveness thereof have been obtained.

2.3 Enlargement of Charge

If in the future the Mortgagor acquires any further or greater right, title, estate or interest in the Leasehold Lands, or any part thereof, this Mortgage will extend to such right, title, estate or interest in the Leasehold Lands.

2.4 Assignments

Without in any way affecting or releasing the Mortgagor's liability to the Mortgagee for the payment, observance and performance of its covenants and agreements contained herein and for the consideration aforesaid, the Mortgagor assigns, transfers and sets over to the Mortgagee, as additional security for the payment, observance and performance of the Mortgagor's covenants and agreements contained, all of its right, title, claim, demand and interest whatsoever at law or in equity or otherwise in and to any monies due and payable to the Mortgagor by an expropriating authority upon an expropriation of any or all of the Mortgagor's Interest, provided that such assignment is limited to the amount of the Obligations outstanding at the date the Mortgagor ceases to be the registered owner of that portion of the Mortgagor's Interest affected by any such expropriation. The Mortgagor agrees that it will execute and deliver any such further or additional documentation that the Mortgagee may, in the Mortgagee's sole discretion, deem necessary to effect the above assignment or that is requested by the expropriating authority. The Mortgagor also agrees to forward to the Mortgagee copies of any documentation relating to an expropriation or proposed expropriation of the Mortgagor's Interest, or any portion thereof, forthwith upon its receipt of the same.

3. PAYMENT AND OBSERVANCE

3.1 Taxes

The Mortgagor will, on the due date thereof, pay and satisfy all taxes, rates, levies, charges, rents, assessments and other impositions whatsoever already or hereafter rated, charged, assessed or imposed no matter by whom or by what authority howsoever on the Mortgagor's Interest, or

any part thereof, or the Mortgagor, or the Mortgagee in respect of the Mortgagor's Interest (collectively, the "taxes").

3.2 Enforcement Costs

The Mortgagor will on demand pay all fees, costs, charges and expenses (including without limitation legal fees, costs, charges and expenses on a solicitor and own client basis), which may be incurred by or on behalf of the Mortgagee whether before or after court proceedings are commenced, or whether otherwise incurred, in recovering, collecting, procuring or enforcing payment of any or all the Obligations or in any way enforcing or protecting the security of this Mortgage or enforcing any of the terms of this Mortgage (including but not limited to all travelling expenses of the Mortgagee, the Mortgagee's servants and agents and commissions on collection of rent which may be incurred by or on behalf of the Mortgagee in the taking, recovering and keeping possession of the Mortgagor's Interest or in inspecting the same) and all other amounts generally in any other measure or proceedings taken by or on behalf of the Mortgagee to realize or collect the Obligations, in whole or in part, or to defend or perfect the title of the Mortgagor's Interest, all of which fees, costs, charges, commissions, expenses and other amounts will be a charge under this Mortgage on the Mortgagor's Interest in favour of the Mortgagee and will be payable forthwith by the Mortgagor to the Mortgagee with interest at the interest payable as set out in the Letter of Offer until paid.

4. THE LEASE

4.1 Good Leasehold Title

The Mortgagor has a good leasehold title to the Leasehold Lands.

4.2 Valid and Subsisting

The Lease is a valid and subsisting lease for the term therein set forth and the Mortgagor has a valid and subsisting leasehold estate as lessee or tenant under the Lease, subject only to the terms of the Lease and subject to no lien or encumbrance other than the lien and encumbrance granted by this Mortgage and the Permitted Encumbrances.

4.3 No Defaults

The Lease is in full in force and effect, there are no defaults thereunder, and no event has occurred or is occurring which after notice or passage of time or both will result in such a default.

4.4 Power and Authority to Mortgage

The Mortgagor has full and lawful power and authority to sublet and mortgage the Mortgagor's Interest to the Mortgagee upon and subject to the terms and conditions set forth herein.

4.5 Valid and Enforceable

This Mortgage is lawfully executed and delivered in conformity with the Lease and will remain a valid and enforceable first lien on the Mortgagor's Interest subject to the Permitted Encumbrances.

4.6 Pay Monies Due Under Lease

The Mortgagor will promptly pay, when due and payable, the rent, taxes and all other sums and charges payable by the Mortgagor, as Lessee under the Lease.

4.7 Observance and Performance of Other Terms

The Mortgagor will promptly perform and observe all of the other terms, covenants and conditions required to be performed and observed by the Mortgagor as Lessee under the Lease, within the periods (exclusive of grace periods) provided in the Lease or such lesser periods (exclusive of grace periods) as are provided in this Mortgage, and will do all things necessary to preserve and keep unimpaired the Lessee's rights thereunder.

4.8 Notification of Default under Lease

The Mortgagor will promptly notify the Mortgagee in writing of any breach or default by the Mortgagor or the Landlord under the Lease and will promptly cause a copy of each notice received by the Mortgagor from or on behalf of the Landlord or given by the Mortgagor to the Landlord in respect thereof to be delivered to the Mortgagee when received or given, as the case may be.

4.9 No Termination or Surrender of Lease

The Mortgagor shall take no action nor give any notice which would have the effect of terminating or surrendering or permitting the termination or surrender of the Lease and will notify the Mortgagee promptly in writing after learning of any condition that with or without the passage of time or the giving of any notice might result in a default under or the suspension of or amendment to rights under, or the termination, surrender or purported termination or surrender of the Lease.

4.10 No Modification or Alteration of Lease

The Mortgagor shall not, without the prior written consent of the Mortgagee, modify, alter or suffer or permit any modification or alteration of the Lease.

4.11 Status Certificate

Upon receiving the written request of the Mortgagee, the Mortgagor will promptly obtain from the Landlord and deliver to the Mortgagee a certificate stating that the Lease is in full force and effect, is unmodified or modified as the case may be, that no notice of termination thereon has been served on the Lessee thereunder, stating the date to which the rent has been paid, and stating whether or not there are any defaults thereunder and specifying the nature of such defaults, if any.

4.12 No Consent to Subordination of Lease

The Mortgagor will not consent to any subordination of the Lease to any mortgage of the fee interest of the registered owner of the Lands.

4.13 Defend Title

The Mortgagor will preserve the Mortgagor's Interest and does hereby and will forever warrant and defend the same in favour of the Mortgagee against the claims of all persons and parties whomsoever.

4.14 No Further Subleases or Assignments without Consent

The Mortgagor will not further sublet the Leasehold Lands or assign all or any part of its interest in the Lease without the prior written consent of the Mortgagee. Furthermore, if required by the Mortgagee, the Mortgagor will obtain in each sublease or assignment of the whole or any part of the Mortgagor's Interest granted hereafter, an unconditional acknowledgment that each such sublease or assignment is wholly subject and subordinate to this Mortgage and that the subtenant or assignee thereunder will at any time and from time to time, if and whenever required by the Mortgagee, attorn to and become the tenant or licensee of the Mortgagee or of any purchaser of the Mortgagor's Interest from the Mortgagee in the event of an exercise by the Mortgagee of its power of sale herein, for the then unexpired residue of the term of, and upon all the terms and conditions of, such sublease or assignment.

4.15 Permit Mortgagee to Cure Lease Defaults

The Mortgagor shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or require to permit the Mortgagee to cure any default under the Lease or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in and to the Mortgagor's Interest.

4.16 Quiet Possession

On default the Mortgagee shall have quiet possession of the Mortgagor's Interest, subject to the terms of the Lease free from all encumbrances save as aforesaid.

4.17 Reversion of Lease in Trust—Power of Attorney

The last day of the term granted by the Lease will be not be included in the demise, sublease and mortgage by way of sublease created hereby, however, subject to the right of redemption contained herein, the Mortgagor will henceforth stand possessed of the reversion of the Lease remaining in the last day of the term granted by the Lease in trust for the Mortgagee and will assign and dispose of the reversion in such manner as the Mortgagee shall by notice in writing direct. In furtherance of the foregoing, the Mortgagor hereby irrevocably appoints the Mortgagee as its substitute to be its attorney during the continuance of this Mortgage as and for its and on its behalf and in its name or otherwise, to assign and convey the reversion of the Lease as the Mortgagee shall at any time direct, and in particular upon any sale made by it under a statutory power or the power of sale herein, the Mortgagor will assign and convey the said reversion to the purchaser and execute all assignments for that purpose. It is hereby declared that the Mortgagee

or other person for the time being entitled to the Obligations may at any time, by deed, remove the Mortgagor or any other person from being a trustee of the reversion of the Lease under the declaration of trust hereinbefore declared, and on the removal of the Mortgagor, or any future trustee thereof, may, by deed, appoint a new trustee or trustees in its place.

4.18 No Renewals, Extensions, etc., without Consent

The Mortgagor will not enter into any renewal, extension, replacement or substitution of the Lease without the prior written consent of the Mortgagee, but it will at all times, so long as any monies remain due under this Mortgage, join and concur with the Mortgagee in all acts and instruments necessary to procure the renewal, from time to time, of the Lease, or any renewals, extensions, replacements or substitutions thereof to be hereafter granted and it will pay all costs, charges and expenses incident to or occasioned by such renewals, extensions, replacement, substitutions thereof. If the Mortgagor shall refuse or neglect to join or concur in any such acts, or to pay such costs, charges and expenses, the Mortgagee may effect such renewals, extensions, replacements or substitutions thereof from time to time in its name or otherwise, and it is hereby agreed that all premiums, sums of money, charges and expenses so paid by the Mortgagee shall stand charged upon the Mortgagor's Interest with interest aforesaid, in addition to all other monies then secured hereby.

4.19 Further Assurances

The Mortgagor will execute such further assurances of the Mortgagor's Interest as the Mortgagee may require including without limitation any and all documents required by the Mortgagee in connection with the *Personal Property Security Act* (British Columbia) as amended or replaced from time to time.

4.20 No Builders' Liens

The Mortgagor will not permit a lien to be acquired or filed against the Mortgagor's interest in the Leasehold Lands under the *Builders Lien Act* (British Columbia), as amended or replaced from time to time, or under any other statute or law at any time in force affecting the Mortgagor's interest in the Leasehold Lands.

4.21 Registration

The Mortgagor agrees that the Mortgagor shall not execute and deliver to the Lessor a form of Lease that is capable of being registered at the Land Titles Office unless, simultaneously with such execution and delivery, the Mortgagor delivers the Mortgagee a copy of this Mortgage duly signed by the Mortgagor and the Lessor in registrable form.

5. INSURANCE

5.1 General

The Mortgagor will forthwith insure (or will cause to keep insured) and during the continuance of this Mortgage will keep insured (or will cause to be kept insured) each and every building, structure, erection, improvement, fixture or replacement thereof (including without limitation all plant, equipment, apparatus, machinery and fixtures of every kind and nature whatsoever) now or hereafter erected on the Leasehold Lands against loss or damage by fire and such other perils and

in such amount(s) as the Mortgagee may reasonably require (including but not limited to boiler insurance, loss of rental income and business interruption insurance).

5.2 Liability Insurance

The Mortgagor will keep and maintain third party liability insurance in an amount satisfactory to the Mortgagee.

5.3 Other Insurance

The Mortgagor will keep and maintain such other insurance as is customarily maintained by persons operating or occupying similar properties in equivalent locations.

5.4 Payment of Loss

All insurance coverage required by the Mortgagee will be issued by insurers in form and upon terms and in amounts acceptable to the Mortgagee, and the Mortgagor will cause the Mortgagee to be named as a loss payee as its interest may appear in respect of the Leasehold Lands on the policy or policies of insurance effected by the Mortgagor, and will cause mortgage clauses in a form approved by the Mortgagee to be included in such policy or policies and will provide evidence of such insurance to the Mortgagee forthwith upon demand.

5.5 Premiums

The Mortgagor will pay all insurance premiums and sums of money necessary for such purposes as the same will become due.

5.6 Assignment

The Mortgagor will, upon written request by the Mortgagee, forthwith assign, transfer and deliver over to the Mortgagee each and every policy or policies of insurance and receipts appertaining thereto.

5.7 Proofs of Insurance

The Mortgagor will forthwith on the happening of any loss or damage furnish to the Mortgagee at the Mortgagor's expense all necessary proofs and do all necessary acts to ensure payment of insurance monies.

5.8 Application of Proceeds

Unless otherwise agreed to by the Mortgagor and the Mortgagee in writing, any insurance monies received may, at the option of the Mortgagee, be applied to a suspense account or in or towards rebuilding, reinstating or repairing all or any portion of the Mortgagor's interest in the Leasehold Lands or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the Leasehold Lands or be applied or paid partly in one way and partly in another, or such monies may be applied, in the sole discretion of the Mortgagee, in whole or in part on account of the Obligations, or any part thereof, whether due or not then due.

6. USE, ALTERATIONS, AND REPAIRS

6.1 Use of Leasehold Lands

Except as contemplated by the Letter of Offer, the Mortgagor will not, without the express written consent of the Mortgagee first had and obtained:

- (a) change the present use of the Leasehold Lands; or
- (b) permit the Leasehold Lands to be unoccupied or unused.

6.2 Compliance

The Mortgagor will promptly observe, perform, execute and comply with all laws, rules, requirements, orders, directions, ordinances and regulations of every governmental, municipal, civil authority or agency, concerning the Leasehold Lands and further agrees, at the cost and expense of the Mortgagor, to do and perform all acts and things that may be required at any time hereafter by any such present or future laws, rules, requirements, orders, directions, ordinances and regulations.

6.3 Repair

The Mortgagor will keep the Leasehold Lands and all buildings, structures, erections, improvements and the like now or hereafter constructed thereon in good condition and repair according to the nature and description thereof respectively, and will not commit any act of waste or allow any act of waste to be committed upon the Leasehold Lands.

6.4 Demolition, Alterations

Except as contemplated by the Letter of Offer, the Mortgagor will not, without the prior written consent of the Mortgagee, demolish the whole or any part of the buildings, structures, erections, improvements and the like now or hereafter existing on the Leasehold Lands and will not proceed with any alteration, remodelling, rebuilding or addition thereto or thereof, in whole or in part.

6.5 Inspection

The Mortgagee and any agent of the Mortgagee, may at any time and from time to time enter upon the Leasehold Lands to inspect the Leasehold Lands or any part or parts thereof, at any time the Mortgagee in its sole discretion deems necessary or advisable

7. MORTGAGEE'S ELECTION TO MAKE PAYMENTS AND CURE DEFAULTS

7.1 Payments by Mortgagee

If the Mortgagor fails to make any payment that the Mortgagor has covenanted or agreed to make by the terms of this Mortgage, or to provide proof of the making of any such payment to the Mortgagee upon demand, the Mortgagee may make any such payment.

7.2 Performance by Mortgagee

If the Mortgagor fails to perform any covenant or agreement herein contained on the part of the Mortgagor or to provide proof of performance to the Mortgagee upon demand, the Mortgagee may in its sole discretion perform, or cause to be performed, any such covenant or agreement and may do such acts as it considers are reasonable to protect the interests of the Mortgagee and for such purposes the Mortgagee and its authorized representatives may enter onto the Leasehold Lands. Without limiting the generality of the foregoing, the Mortgagee may:

- (a) insure the Mortgagor's interest in the buildings on the Leasehold Lands in accordance with the provisions hereof if the Mortgagor neglects to insure or to deliver policies and receipts in accordance herewith;
- (b) repair and reinstate the buildings and improvements on the Leasehold Lands if the Mortgagor fails to repair in accordance herewith or with the Lease or demolishes or alters such buildings or improvements in contravention hereof or thereof; and
- (c) without any order or direction of the Mortgagor, pay to contractors, sub-contractors, material men, labourers, and other persons supplying or having a claim for work, services, or materials supplied in and about the construction, repairing, altering or replacing of any buildings, structures, erections or improvements and the like now or hereafter constructed on the Leasehold Lands, any monies due to them for such work, services or materials.

provided that the Mortgagee will not be bound to exercise its rights hereunder and, if the Mortgagee will exercise its rights hereunder, it will not be liable to the Mortgagor for any loss or damage suffered by the Mortgagor as a result of such exercise.

7.3 Entitlement to Equities

If the Mortgagee makes any payment to any creditor of the Mortgagor or any encumbrance holder in respect of the Leasehold Lands pursuant to the provisions hereof, the Mortgagee will be entitled to all equities and securities held by such creditor or encumbrance holder in respect of the indebtedness or encumbrance paid or satisfied.

7.4 Repayment

All payments made and all sums of money expended by the Mortgagee under this Article 7, including incidental costs, charges, expenses and outlays incurred in doing anything under this Article 7, will be forthwith payable by the Mortgagor on demand with interest at the Interest Rate from the time or respective times of the payment thereof until paid, and until paid will be a charge on the Mortgagor's Interest in favour of the Mortgagee prior to all claims thereon subsequent to this Mortgage to the extent permissible by law and may be added to the principal monies then comprising the Obligations as if the same had originally formed part thereof.

7.5 No Prejudice

Nothing done by the Mortgagee in reliance on the provisions of this Article 9 will in any manner prejudice the remedies of the Mortgagee in respect of any default of the Mortgagor or otherwise.

8. DEFAULT AND ACCELERATION

8.1 Default and Acceleration

In the event that:

- (a) at any time any default is made under, or there is a breach of, any covenant or promise to pay any of the Obligations at the time and in the manner provided for in the instrument creating such obligation; or
- (b) at any time any default is made under, or there is a breach of, any other covenant, promise, term, condition or proviso herein contained; or
- (c) at any time any default is made in the observance or performance of any of the terms of the Letter of Offer; or
- (d) at any time any default is made in the observance or performance of any of the terms of any other security documents given or granted to the Mortgagee as additional or collateral security for the payment of the whole or any portion of the Obligations or the performance of the terms of the Letter of Offer the Mortgagee; or
- (e) any representation or warranty made to the Mortgagee by the Borrower or any other guarantor of the Obligations is found at any time to be incorrect in any material respect; or
- (f) the Mortgagor, without the consent in writing of the Mortgagee, grants or purports to grant any mortgage, charge, lien or interest, whether fixed or floating, upon the Mortgagor's Interest or any part thereof, other than this Mortgage or the Permitted Encumbrances; or
- (g) the Mortgagor uses any of the funds advanced under this Mortgage for any purpose other than as declared to and agreed upon by the Mortgagee; or
- (h) the Mortgagor becomes bankrupt or insolvent or makes or demonstrates an intention to make an assignment for the benefit of its creditors or makes a proposal or takes advantage of any provision of the *Bankruptcy and Insolvency Act* (Canada) or any other legislation for the benefit of insolvent debtors; or
- (i) any proceedings with respect to the Mortgagor are commenced under the compromise or arrangement provisions of any applicable legislation, or the Mortgagor enters into an arrangement or compromise with any or all of its creditors pursuant to such provisions or otherwise; or
- (j) the Mortgagor ceases, or threatens to cease, to carry on its business as the same is conducted by the Mortgagor from time to time; or
- (k) the Mortgagor is a corporation and:

- (i) the Mortgagor authorizes the purchase of its shares without the prior written consent of the Mortgagee; or
- (ii) a member of the Mortgagor commences an action against the Mortgagor which action relates to this Mortgage; or
- (iii) the Mortgagor carries on any business that it is restricted from carrying on by its constating documents; or
- (iv) an order is made, a resolution is passed or a motion is filed for the liquidation, dissolution or winding-up of the Mortgagor; or
- (v) any proceedings are commenced with respect to it in any jurisdiction under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation; or
- (vi) there is any change in the beneficial ownership of the shares of the Mortgagor from the ownership of same which exists as of the date hereof; or
- (l) the whole or any portion of the Mortgagor's Interest becomes the subject of expropriation proceedings; or
- (m) the Mortgagor is in default under the Lease and such default gives the Landlord a right to forfeit or terminate the Lease; or
- (n) the Landlord is in default under the Lease and the Mortgagor neglects or refuses to pursue its remedies under the Lease in respect thereof; or
- (o) the Landlord grants a mortgage of its fee simple title to the Leasehold Lands in priority to the Lease and this Mortgage; or
- (p) the Mortgagor surrenders or terminates or purports to surrender or terminate the Lease;

then, and in every such case and in the sole discretion of the Mortgagee:

- (i) the Obligations will forthwith become due and payable without notice in like manner and with like consequences and effects to all intents and purposes whatsoever as if the Balance Due Date had fully come and expired;
- (ii) the Mortgagee will have possession of the Mortgagor's Interest free and clear from all encumbrances subject only to the Permitted Encumbrances; and
- (iii) the Mortgagee may exercise any and all remedies to enforce this Mortgage.

Waiver of or failure to enforce at any time or from time to time any of the rights of the Mortgagee hereunder will not prejudice the Mortgagee's rights in the event of any future default or breach.

9. REMEDIES OF MORTGAGEE ON DEFAULT

9.1 Power of Sale

The Mortgagee, on default of any payment required to be made hereunder as and when due, may on one week's written notice enter on and sell, assign, or convey the Mortgagor's Interest or any part or parts thereof. Should default in payment continue for one month, the foregoing power of sale may be exercised without notice and the Mortgagee may sell as aforesaid without entering into possession of the Leasehold Lands.

The Mortgagor agrees that the foregoing power of sale granted hereby will include the power to the Mortgagee to sublease the Leasehold Lands in whole or in part as if such words had been inscribed in this clause as necessary in all appropriate places.

The Mortgagor further agrees that:

- (a) title of a purchaser upon a sale made in professed exercise of the above power will not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power, or that such power had been improperly or irregularly exercised or that notice had not been given;
- (b) the Mortgagee may sell the whole or any part or parts of the Mortgagor's Interest by public auction or private contract, or partly one and partly the other, on such terms as to credit and otherwise as to the Mortgagee appears most advantageous and for such prices as can reasonably be obtained therefor;
- (c) sales may be made from time to time of portions of the Mortgagor's Interest to satisfy interest or parts of principal monies representing the Obligations overdue, leaving the balance thereof to run at interest payable at the Interest Rate;
- (d) the Mortgagee may make any stipulations as to title or commencement of title, or otherwise, as the Mortgagee will deem proper;
- (e) the Mortgagee may buy in or rescind or vary any contract for sale of any of the Mortgagor's Interest and re-sell, without being answerable for any loss occasioned thereby;
- (f) in the case of a sale on credit the Mortgagee will only be bound to account to the Mortgagor for such monies as have been actually received from the purchaser(s) after the satisfaction of the Mortgagee's claim;
- (g) the Mortgagee may make and execute all agreements and assurances that the Mortgagee deems fit for any of the foregoing purposes and the purchaser at any sale hereunder will not be bound to see to the propriety or regularity thereof;

- (h) no want of notice or of publication, even if required hereby, will invalidate any sale hereunder; and
- (i) the above powers may be exercised by the Mortgagee and against the Mortgagor, and the costs of any abortive sale will become a charge upon the Mortgagor's Interest and bear interest at the Interest Rate until paid.

9.2 Distraint

If default is made in payment of any part of the Obligations at any time herein provided for the payment thereof, it will be lawful for the Mortgagee to, and the Mortgagor hereby grants full power and licence to the Mortgagee to:

- (a) enter, seize and distraint upon any goods of the Mortgagor upon the Leasehold Lands; and
- (b) by distress warrant;

to recover, by way of rent reserved as in the case of a demise of the Leasehold Lands, as much of the Obligations as will from time to time be or remain in arrears or unpaid, together with all costs, charges and expenses of the Mortgagee in connection therewith (including without limitation legal fees, costs, charges and expenses on a solicitor and own client basis).

9.3 No Merger

The obtaining of a judgment or judgments in any action to enforce this Mortgage or any of the covenants herein contained or any covenant contained in any other security for payment of the Obligations including the performance of the obligations herein contained will not operate as a merger of this Mortgage or of the Obligations or any of the said covenants or affect the right of the Mortgagee to interest at the Interest Rate and at the times aforesaid on any monies owing to the Mortgagee under any covenant therein or herein set forth. Any judgment will provide that interest will be computed at the Interest Rate and in the same manner as herein provided until the judgment or judgments will have been fully paid and satisfied.

9.4 Rents

Upon any default or breach by the Mortgagor in the performance or observance of any of the terms of this Mortgage, or of any of the assignments of rents or leases or sub-leases or other deeds or instruments from time to time given by the Mortgagor to the Mortgagee as additional or collateral security for the Obligations, the Mortgagor will refrain from collecting and receiving all rents accruing as aforesaid and, upon notice from the Mortgagee, all subtenants will thereafter pay all such rents to the Mortgagee and any payment made otherwise will not discharge the obligations of such subtenant.

In addition, the Mortgagee will be entitled to have a receiver, receiver-manager or a receiver and manager appointed and, without proof of any ground for his or her appointment other than the said default, to take possession and charge of the Mortgagor's Interest and to fully and effectively operate the Mortgagor's business(es) comprised of the Leasehold Lands or which was conducted thereon by the Mortgagor including, without limiting the generality of the foregoing, the right to rent the Leasehold Lands in whole or in part and receive and collect the rents, issues

and profits thereof under direction of the Court. Any amount so collected by such receiver will be applied under direction of the Court to the payment of any judgment rendered, or amounts found due, according to the terms of this Mortgage including the costs of collection and legal fees, costs, charges and expenses on a solicitor and own client basis.

9.5 Receiver

In addition to the foregoing rights and powers, upon default the Mortgagee may appoint by instrument in writing a receiver, receiver-manager or receiver and manager (herein called the "Receiver") of the Mortgagor's Interest, with or without bond, and may from time to time remove the Receiver and appoint another in his or her stead. A Receiver appointed by the Mortgagee as aforesaid will be deemed to be the agent of the Mortgagor and the Mortgagor will be solely responsible for the Receiver's acts or defaults and the Mortgagee will not be in any way responsible therefor and the Mortgagee will not be liable to the Receiver for the Receiver's remuneration, costs, charges or expenses.

9.6 Powers of Receiver

It is further specifically understood and agreed that the Receiver appointed by the Mortgagee will have the following powers, subject to any limitations in the instrument in writing or any order of a court of competent jurisdiction appointing him or her, namely to:

- (a) take possession of the Mortgagor's Interest;
- (b) sublease the Leasehold Lands or any portion thereof and receive and collect the rents, issues and profits thereof;
- (c) carry on or concur in carrying on the business of the Mortgagor in operating the business comprised of the Leasehold Lands or which is conducted thereon by the Mortgagor;
- (d) pay any or all debts and liabilities in connection with the Mortgagor's Interest;
- (e) sell, assign or lease or concur in selling, assigning or leasing any or all of the Mortgagor's Interest;
- (f) make any arrangements or compromises that the Receiver considers expedient;
- (g) borrow money, upon the security of the whole or any part of the Mortgagor's Interest, to carry on the business of the Mortgagor comprised of the Leasehold Lands or to maintain the whole or any part of the Leasehold Lands in a manner that will be sufficient to obtain the amounts from time to time required in the opinion of the Receiver, and in so doing the Receiver may issue certificates (each herein called a "Receiver's Certificate") that may be payable as the Receiver considers expedient and bear interest as stated therein, and the amounts from time to time payable under any Receiver's Certificate will charge the Mortgagor's Interest in priority to this Mortgage and the Mortgagor hereby charges the Mortgagor's Interest with the debt, if any, owing from time to time under any Receiver's Certificate; and

- (h) institute and prosecute all suits, proceedings and actions that the Receiver considers necessary or advisable for the proper protection of the Mortgagor's Interest, to defend all suits, proceedings and actions against the Mortgagor, the Receiver or if applicable, the Mortgagee, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted, and appeal any suit, proceeding or action.

9.7 No Obligation to Marshal

In exercising his or her powers hereunder, any Receiver will be free to deal with the Mortgagor's Interest and any assets of the Mortgagor related thereto in such order or manner as he or she may be directed by the Mortgagee, any rule of law or equity to the contrary notwithstanding, and the Receiver will be under no obligation to marshal in favour of the Mortgagor.

9.8 Application of Revenue

The net revenue received from the Mortgagor's Interest and the net proceeds of sale of the Mortgagor's Interest or any part thereof will be applied by the Receiver, subject to the claims of creditors, if any, ranking in priority to this Mortgage, as follows:

- (a) first, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him or her of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable to the Receiver;
- (b) second, in payment to the Mortgagee of all costs, charges and expenses due and owing to the Mortgagee hereunder other than the Obligations;
- (c) third, in payment to the Mortgagee of the outstanding Obligations; and
- (e) last, any surplus will be paid to the Mortgagor,

provided that in the event any party claims a charge against all or a portion of the surplus, the Receiver will make such disposition of all or any portion of the surplus as the Receiver deems appropriate in the circumstances.

9.9 Not a Mortgagee in Possession

Neither the provisions of this Mortgage nor the exercise of the powers provided in this Mortgage will render the Mortgagee a mortgagee in possession, and the Mortgagee will not be accountable except for the monies actually received by the Mortgagee.

9.10 Remedies Cumulative

All remedies available to the Mortgagee herein will be in addition to and not restrictive of the remedies of the Mortgagee at law and in equity and by statute.

9.11 Enforcement of Remedies

Each remedy of the Mortgagee may be enforced in priority to or concurrently with or subsequent to any other remedy or remedies of the Mortgagee.

9.12 Realization on Securities

The Mortgagee may realize on various securities and any parts thereof in any order that the Mortgagee may consider advisable, and any realization, whether by foreclosure or sale, on any security or securities will not bar realization on any other security or securities.

10. PRESERVATION OF MORTGAGE AND OTHER SECURITY

10.1 Equity of Redemption

No extension of time given by the Mortgagee to the Mortgagor, nor anyone claiming under the Mortgagor, nor any other dealing by the Mortgagee with the owner of the equity of redemption of the Leasehold Lands or the Mortgagor's Interest, will in any way affect or prejudice the rights or remedies of the Mortgagee against the Mortgagor or any other person liable either in whole or in part for the payment of the Obligations.

10.2 No Apportionment

Every part, lot or strata lot into which the Leasehold Lands are or may hereafter be divided does and will stand as charged with the Obligations and no person will have any right to require the Obligations to be apportioned upon or in respect of any such part, lot or strata lot.

10.3 Fixtures

All Fixtures are deemed to be part of the Leasehold Lands and the security for the Obligations, even though not attached otherwise than by their own weight.

10.4 Partial Release of Mortgage

The Mortgagee may at all times release any part or parts of the Mortgagor's Interest or any other security or any surety for payment of all or any part of the Obligations or may release the Mortgagor or any other person from any covenant or other liability to pay the Obligations or any part thereof, either with or without any consideration therefor and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the Leasehold Lands or the Mortgagor's Interest or any other securities or covenants herein contained, it being agreed that, notwithstanding any such release, the Mortgagor's Interest, securities and covenants remaining unreleased will stand charged with the whole of the Obligations.

10.5 Waiver

The Mortgagee may waive any default hereunder, provided that no such waiver, nor any failure to enforce at any time or from time to time any of the rights of the Mortgagee hereunder, will prejudice the Mortgagee's rights in the event of any future default or breach.

10.6 Additional Security

The provisions of this Mortgage and the security of this Mortgage are in addition to, but not in substitution for, any other security now or hereafter held by the Mortgagee for the Obligations or any part thereof.

11. SALE OR TRANSFER

11.1 Due on Sale

Save and except as contemplated by the Letter of Offer and by the Permitted Encumbrances:

- (a) if the Mortgagor's Interest or any part thereof is sold, transferred, conveyed or assigned or otherwise disposed of, or the Mortgagor enters into any agreement to effect any of the foregoing, whether by registered or unregistered instrument and whether for valuable or nominal consideration or otherwise, to a party not first approved in writing by the Mortgagee; or
- (b) if such purchaser, grantee, transferee or assignee should fail to:
 - (i) apply for and receive the Mortgagee's written approval as aforesaid;
 - (ii) if required by the Mortgagee, personally assume all the obligations of the Mortgagor under this Mortgage; and
 - (iii) if required by the Mortgagee, execute an assumption agreement in the form required by the Mortgagee;

then the Mortgagee at its option may declare the Obligations then secured hereby to become immediately due and payable in full and the Mortgagor will pay the same forthwith.

11.2 Meaning of Assigned

The word "assigned" as used in clause 11.1 will include any transfer, sale, assignment, bequest, inheritance, encumbrance or other disposition of shares of any body corporate comprising the Mortgagor, in whole or in part, having the result of changing the identity of the person(s) who during the currency of this Mortgage exercise the effective voting control of such body corporate.

12. LETTER OF OFFER

12.1 Letter of Offer

The provisions of the Letter of Offer which are not expressly restated herein or in any other document or other security documentation which is to be executed and delivered to the Mortgagee by the Mortgagor or any guarantor or covenantor, will survive the execution and registration of this Mortgage and the collateral or other security documents to be delivered herewith. Accordingly there will be no merger of such provisions in this Mortgage or the collateral or other security documents until the parties hereto, by an appropriate instrument in

writing, so declare. Furthermore, if any conflict at any time exists between any term of the Letter of Offer (whether restated herein or not) and any term of this Mortgage, then the term of the Letter of Offer will govern and take precedence. Also, it is understood and agreed that a default under the terms of the Letter of Offer will constitute a default under this Mortgage and will entitle the Mortgagee to exercise all of its rights and remedies contained in this Mortgage.

13. MISCELLANEOUS

13.1 Estoppel Certificate

The Mortgagor, within seven (7) days after receipt of a request to do so, will certify to the Mortgagee, or any person designated by the Mortgagee, the amount of the Obligations then due hereunder, the date to which interest is paid, that it has no right of set-off against the Obligations or, if it has such a right of set-off, the amount thereof, and that there have been no amendments hereof or, if there has been any such amendment, specifying it.

13.2 Modifications to Mortgage

In order for any addition to or modification, amendment or variation of this Mortgage to be effective it must be in writing and signed by all parties to this Mortgage.

13.3 Extension, Renewal of Mortgage

Any extension of the term of payment of the Obligations, or any part thereof, and any agreement increasing or decreasing the rate or rates of interest payable on account of the Obligations prior to the execution of the discharge of this Mortgage by the Mortgagee need not be registered in a land title office, but will be effectual and binding on the Mortgagor, the Covenantor (if any) and any other person liable for payment of the Obligations, in whole or in part, and it will not be necessary to register any such agreement in order to retain priority of this Mortgage so altered over any instrument registered as a charge against the Leasehold Lands or Mortgagor's interest in the Leasehold Lands subsequently to the registration of this Mortgage.

13.4 Notice of Demand

Any demand or notice necessary to be given in pursuance of the exercise of the powers and provisions herein contained may be given to the Mortgagor or to any chargeholder by writing signed or purporting to be signed by or on behalf of the Mortgagee.

13.5 Address for Notices

Any notice, demand or other document to be given, or any delivery to be made hereunder shall be effective if in writing and delivered in person and left with, or if telecopied and confirmed by prepaid registered letter addressed to the attention of:

- (a) in the case of the Mortgagee, addressed as follows:

1647 Central Ave
Box 2949
Grand Forks, BC
V0H 1H0

Attention: Susan Green
Fax No: 250.442.5311

(b) in the case of the Mortgagor, addressed as follows:

50 Oak Ct., Suite 210
Danville, California
USA
94526

Attention: Barbara A. Spurgeon & Timothy D. Spurgeon
Fax No:

Any notice, demand or other document or delivery so given or made shall be deemed to have been given or made and received at the time of delivery in person or on the business day next following the date of telecopying of the same. Any party hereto may from time to time by notice in writing change his, her, or its address (or in the case of a corporate party, the designated recipient) for the purposes of this section.

13.6 Time of the Essence

Time will be of the essence hereof.

IN WITNESS WHEREOF this Agreement has been executed by the Mortgagor as of the date set out above.

GRANBY RIVER MINING CORPORATION INC.

By:

Name:

Title:

By:

Name:

Title:

Barbara A. Spurgeon
CEO

T. D. Spurgeon

President

LANDLORD'S CONSENT

The undersigned, being the current landlord under the lease agreement identified as the "Lease" in the Mortgage of Lease (the "Mortgage") to which this Consent is attached, hereby consents to the Mortgage to Community Futures Development Corporation of Boundary Area (the "Mortgagee") as attached hereto. The undersigned, reserving all rights in respect of future mortgages, assignments or subletting; confirms that the Lease and other documents are valid, subsisting and in good standing as at the date hereof and agrees:

- (a) not to terminate the Lease without first advising the Mortgagee in writing of the default or breach of the tenant thereunder and giving a reasonable opportunity to remedy any such default;
- (b) to permit the Mortgagee to exercise its remedies and realize on its security as contemplated in the attached Mortgage and permitted by law, without hindrance by the undersigned;
- (c) that should it become necessary for the Mortgagee to enter upon the leasehold premises described in the Lease, pursuant to the terms of the Mortgage, and to assign or sublet the Lease or part thereof, the undersigned will consent to the subletting of the said leasehold premises or the assignment or transfer of the Lease; and
- (d) unless and until the Mortgagee exercises its rights to take possession of the leasehold premises, nothing herein or in the Mortgage is to be construed as an obligation or covenant on the part of the Mortgagee to become liable to the undersigned for the payment of rent under the Lease or for the performance of covenants of the tenant contained therein;

provided that nothing herein will limit in any manner whatsoever the rights which the undersigned has or may have against the tenant under the Lease.

Dated at Grand Forks, British Columbia, this _____ day of _____, 2015.

THE CORPORATION OF THE
CITY OF GRAND FORKS

By: _____
Name:
Title:

By: _____
Name:
Title:

NON-DISTURBANCE
AGREEMENT

Between:

The Corporation of the City of Grand Forks
Box 220, 420 Market Avenue, Grand Forks, BC V0H 1H0
(the "Landlord")

And

Community Futures Development Corporation of Boundary Area
1647 Central Avenue, Box 2949, Grand Forks, BC V0H 1H0
(the "Mortgagee")

1. The Landlord, being the current landlord under the lease agreement identified as the "Lease" in the Mortgage of Lease (the "Mortgage") to which this Agreement is attached, hereby consents to the granting by the tenant in the Lease (the "Tenant") of the Mortgage of Lease to Community Futures Development Corporation of Boundary Area (the "Mortgagee") as attached hereto. This consent does not extend to any further or other sublease of the Lands (as defined in the Mortgage) or any part of the Lands or to any assignment of the Lease or any further parting of possession of the Lands or any part of them; nor will it be, or be deemed to be, a waiver of the requirement of the consent of the Landlord to any further or other assignment of the Lease or subletting or parting with possession of the Lands in whole or in part.
2. The Landlord represents and warrants that to the best of the Landlord's knowledge, information and belief, the Lease is in good standing and the Tenant is not presently in default under the Lease.
3. The Landlord covenants and agrees with the Mortgagee that, notwithstanding anything to the contrary in the Lease:
 - a. the Landlord will:
 - i. not terminate the Lease without first advising the Mortgagee in writing of the Tenant's default or breach thereunder and giving the Mortgagee an opportunity to remedy any such default on the same timeframes applicable to the Tenant, as outlined in section 56 of the Lease. If such a breach or default is remedied within the period referred to in this subclause, the Landlord will not terminate the Lease;
 - ii. at the Mortgagee's request, permit the Mortgagee to enter the Lands to cure any default of the Tenant under the Lease; and
 - iii. not unreasonably withhold consent to the assignment or transfer

of the Lease or subletting or other parting with possession of the Lands requested by the Mortgagee, all in accordance with section 41 of the Lease;

- b. if the Tenant is in default under the Mortgage, the Landlord will:
 - i. permit the Mortgagee, without unreasonable hindrance, to exercise its remedies and realize on its security as contemplated in the Mortgage and permitted by law; and
 - c. if the Mortgagee takes enforcement proceedings under the Mortgage, the Mortgagee will be liable for:
 - i. the payment of arrears of rent under the Lease that are outstanding;
 - ii. any other breach by the Tenant of any of the Tenant's obligations under the Lease on which the Landlord has given notice to the Mortgagee of the Landlord's intention to act before the commencement of enforcement proceedings by the Mortgagee; and
 - iii. the performance of the Tenant's obligations under the Lease during any period of actual possession of the Lands by the Mortgagee.
4. The Mortgagee and the Landlord covenant and agrees that except as expressly provided for in this Agreement, neither this Agreement nor the Mortgage will derogate from the rights and remedies of the Landlord as provided for in the Lease and at law.

Dated at Grand Forks, British Columbia, this _____ day of _____, 2015.

THE CORPORATION OF THE CITY OF GRAND FORKS

By: _____

Name:

Title:

By: _____

Name:

Title:

COMMUNITY FUTURES DEVELOPMENT
CORPORATION OF BOUNDARY AREA

By: _____

Name:

Title:

By: _____

Name:

Title:

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Manager of Operations
Date: October 13, 2015
Subject: Electric Vehicle and Charging Update
Recommendation: **RESOLVED THAT COUNCIL approves amending the 2015 Financial Plan from the equipment replacement fund to include the additional costs of up to \$15,000 for the purchase of an electric vehicle.**

BACKGROUND:

Due to some last minute program changes by the project sponsor Tesla Motors, Sun Country Highways was only able to secure 1 free 100Amp Universal charger for Grand Forks versus the original plan of 2x Tesla 100amp chargers and 1x 60amp universal chargers. The charger will be donated from a family from Manitoba to the City.

Through a Request for Quotation it became apparent that the \$30,000 set aside for a SUV vehicle replacement for 2015 is not enough for an electric vehicle. The prices start around \$38,000 and range to \$45,000 for the entry models of Electric Vehicles with Range extenders capable to travel over 250 kilometers. The lowest end model without range extender capable of 110km on a single charge is minimum \$28,000 for a Smart for 2. Other 5 passenger models without range extender start at \$32,500. (All prices are without applicable taxes, fees, and levies)

There are currently provincial incentives in the range of \$2500 - \$5000 available to help with the purchase of an electric vehicle.

Benefits or Impacts of the Recommendation:

General: Amending the Financial plan would allow the City to purchase an electric vehicle.

Strategic Impact: Reduction in CO2 emissions from our fleet.

REQUEST FOR DECISION

— REGULAR MEETING —



Financial: The original budget foresaw a gasoline SUV as a replacement in the City of Grand Forks 2015 budget. Amending the financial plan would allow to proceed with an Electric Vehicle purchase instead.

Policy/Legislation: Council has the authority to amend the financial plan.

Attachments: n/a

Recommendation: **RESOLVED THAT COUNCIL approves amending the 2015 Financial Plan from the equipment replacement fund to include the additional costs of up to \$15,000 for the purchase of an electric vehicle.**

OPTIONS:

1. COTW COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
2. COTW COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.
3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.

 Department Head or CAO	 Chief Administrative Officer
---	--

Please read at next meeting
and let me know what
You think-

Box 111
Grand Forks, B.C.

VOH1HO

Phone: 250-442-9595

September 16, 2015

Dear City Council and Editor and to whom
It May Concern.



Truth is a Force which I serve

I have a LAWFUL CLAIM OF RIGHT

No Legislation can overwrite Common Law
as expressed in the charter.

Do NO HARM is the essence of
Common Law.

My home is my sanctuary.

Access to my private sanctuary will
not come as easy as an anonymous
complaint from a neighbor.

All Canadian Legislation that
violates Common Law is null and
void

FILE CODE

Heiberg, Nadine re
C/O - Common Law City
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x

No-one can invade your privacy.
No-one has the right to decide how
you or I live.

Unless a person is observed
causing harm to another person,
privacy, or possessions, any
bylaw, legislation or whatever is
unlawful is thus null and void
under Common Law in Canada.

Bylaws are Unlawful under
Common Law.

Common Law underwrites all
legislation in Canada.

If unalienable rights are violated
that bylaw is Null and Void.

City of Grand Forks, your harassment over the years has caused me and my family much harm.

You unjustly pressured me to move lumber from my front yard to the back when I was due to deliver my daughter, 16 and a half years ago. She had the cord wrapped around her neck and stopped breathing before delivery. She had tremors and now has numerical dyslexia.

Over the years your constant harassment, pressures and stress to make me live according to your

desires has caused me to get
Cancer.

I am standing up for my and
my daughter's rights now.

I require twenty million
compensation for what you have
done to me and my family.

Is there a lawyer who wants
to help me file my suit.

I am not joking.

Sincerely
Nadine Heiberg

Nadine Heiberg

City of Grand Forks: Transition Housing Project Steering Committee (THPSC)

Meeting held on Thursday June 23, 2015 from 3:30 pm to 4:32 pm
Council Chambers at City Hall, Grand Forks, B.C.

PRESENT:

Neil Krog	Councillor, City of Grand Forks	nkrog@grandforks.ca
Christine Thompson	Councillor, City of Grand Forks	cthompson@grandforks.ca
Bob Huff	Habitat for Humanity	bob.huff@hfhsebc.org
Leda Leander	Boundary Family & Individual Services Society	Leda.Leander@bfiss.org
Judith Lloyd	Boundary Emergency Transitional Housing Society	jujulo@shaw.ca
Jake Raven	Whispers of Hope Benevolence Association	j&traven@telus.net
James Wilson	Boundary Country Regional Chamber of Commerce	info@boundarychamber.com
Sasha Bird	Manager of Development & Engineering	sbird@grandforks.ca
Dolores Sheets	Engineering Technologist	dsheets@grandforks.ca
Dave Smith	Planning Consultant, Meeting Facilitator	dsmith51@shaw.ca
ABSENT:		
Colleen Ross	Councillor, City of Grand Forks	cross@grandforks.ca
Connie Marchal	Boundary Women's Coalition	connie_bwcshelter@telus.net
Wendy McCulloch	Community Futures Boundary	wendy@boundarycf.com
Sher Poste (Zena Dorner)	Sunshine Valley Community Services Society	sher@svcsgrandforks.com
Jim Harrison	RCMP	jim.harrison@rcmp-grc.gc.ca
Roly Russell	RDKB Area D Director	russell@rdkb.com

MINUTES:

1. Adopt minutes of the June 11, 2015 meeting as amended.

MOTION: THOMPSON/KROG

CARRIED.

2. Terms of Reference (ToR):

a) Discussion of the Terms of Reference for the THPSC

Judith Lloyd enquired as to whether the bulleted points under "The Mandate" were in the order that they would have to be completed. It was determined that they were not, but all agreed that the ToR be amended to reflect the chronological order required for completion.

Connie Marchal provided comments through *Sasha Bird* regarding #6 of the ToR. *Connie* recommended two potential members for the committee.

Dave Smith commented that the Community Charter dictates that the meetings would be open for public observation if other interested people/agencies are interested in attending.

Bob Huff commented that in order to keep the process moving forward, it would be best to keep the committee smaller at this point and expand later on once the needs assessment has been completed and there is higher level government participation/contribution.

Judith Lloyd enquired about how to implement #7 of the ToR. It was decided that the process for a stakeholder agency representative to inform the committee of an alternate delegate would be to email either Sasha Bird or Dolores Sheets at the City with the name of the alternate.

b) Contact the Interior Health Authority (IHA) Mental Health and Substance Use Services department regarding representation on the committee.

MOTION: KROG/LLOYD

CARRIED

c) Adopt the Terms of Reference for the THPSC as amended.

MOTION: RAVEN/WILSON

CARRIED.

3. Discussion of Level 1 Needs Study contents:

Jake Raven has been talking to clients using the current services in an attempt to understand how many are homeless/vulnerable. He has also been talking to front-line personnel delivering those services. He has confirmed there are a minimum of 11 regular users accessing the services but estimates, based on discussion with the personnel, are closer to 30-35 in the area between Christina Lake and Greenwood. The current clients are mostly men, a couple of women and at least one child.

Judith Lloyd is going to try and get some clarification on the clients using the BETHS services.

Jake Raven is going to continue his work, but will start keeping a log book of his findings.

Neil Krog commented that there needs to be some way to classify persons using the services into some type of triage system.

Bob Huff commented that a higher level of classification/identification of homeless/vulnerable persons would occur when the in-depth study is undertaken.

Bob Huff again recommended contacting transition housing agencies in other cities, such as Kelowna, for advice and information.

Neil Krog added that contacting a community of similar size to Grand Forks would be more applicable as they would have similar funding levels and other issues associated with rural communities.

Leda Leander recommended contacting the agency(ies) operating transition housing in Nelson for information.

4. Next Steps:

- a) **Next meeting date:** tentatively set for Wednesday, August 5th, 2015 @ 2 pm.
- b) **Potential date for workshop:** Postpone until after the preliminary needs assessment.

5. Round Table Stakeholder Comments:

No comments.

6. Adjourn

Dave Smith adjourned the meeting at 4:32 pm.

City of Grand Forks: Transition Housing Project Steering Committee (THPSC)

Meeting held on Wednesday August 5, 2015 from 1:30 pm to 3:47 pm
Council Chambers at City Hall, Grand Forks, B.C.

PRESENT:

Neil Krog	Councillor, City of Grand Forks	nkrog@grandforks.ca
Christine Thompson	Councillor, City of Grand Forks	cthompson@grandforks.ca
Colleen Ross	Councillor, City of Grand Forks	cross@grandforks.ca
Bob Huff	Habitat for Humanity	bob.huff@hfhsebc.org
Gene Robert	Boundary Emergency Transitional Housing Society	crobert@telus.net
Jake Raven	Independent	j&traven@telus.net
James Wilson	Boundary Family & Individual Services Society	james.wilson@bfiss.com
Sasha Bird	Manager of Development & Engineering	sbird@grandforks.ca
Dolores Sheets	Engineering Technologist	dsheets@grandforks.ca
Dave Smith	Planning Consultant, Meeting Facilitator	dsmith51@shaw.ca

ABSENT:

Connie Marchal	Boundary Women's Coalition	connie_bwcshelter@telus.net
Wendy McCulloch	Community Futures Boundary	wendy@boundarycf.com
Sher Poste (Zena Dorner)	Sunshine Valley Community Services Society	
Jim Harrison	RCMP	jim.harrison@rcmp-grc.gc.ca
Roly Russell	RDKB Area D Director	rrussell@rdkb.com
Judith Lloyd	Boundary Emergency Transitional Housing Society	jujulo@shaw.ca

MINUTES:

1. Adopt minutes of the June 23, 2015 meeting.

MOTION: WILSON/RAVEN

CARRIED.

2. Needs Study Review (Preliminary Needs Assessment Report):

a) Discussion of the Preliminary Needs Assessment Report "Housing Needs for the Homeless: Grand Forks":

Gene Robert suggested obtaining and reviewing the BC Non-Profit Housing Association Rental Housing Index report & the Community First Agreement (2008) that the City signed onto.

Bob Huff commented that the Boundary region is geographically isolated and doesn't have access to the same resources as neighbouring catchment areas (i.e. we have a smaller "pie" from which to draw resources). We need to highlight that we are basically on our own in Grand Forks.

Colleen Ross commented that homeless people seem to funnel here from the surrounding areas.

Gene Robert commented that we seem to be excluded from many programs (i.e. Health Connections) that are available in neighbouring catchment areas.

Bob Huff suggested the group should invite Margaret Steele to attend the next meeting and to potentially sit on the Committee in the future.

Councillor Thompson suggested that Linda Larson could be invited to a meeting.

Councillor Ross commented that the group should formalize the process a bit more (i.e. develop an executive summary) before contacting Linda Larson and inviting her to a meeting.

Gene Robert commented that the emergency shelter has had its funding cut drastically and that volunteers contribute upwards of 1200 hours a year to its operation. It would not be operating if it weren't for the tremendous support of the volunteers.

Bob Huff suggested that the group find out what stage the Women's Coalition project is at.

3. Update from Council regarding the Terms of Reference (TOR):

At the July 20, 2015 Regular Meeting, Council resolved to adopt the Terms of Reference for the THPSC.

4. Project Site Options Analysis:

Sasha will distribute the Power Point presentation of the Transition Housing site options for review prior to the next meeting.

5. Next Steps:

Committee members to review the Transition Housing site options and provide feedback.

6. Adjourn

Dave Smith adjourned the meeting at 3:47 pm.

City of Grand Forks: Transition Housing Project Steering Committee (THPSC)

Meeting held on Tuesday September 15, 2015 from 12:00 pm to 2:56 pm
Council Chambers at City Hall, Grand Forks, B.C.

PRESENT:

Neil Krog	Councillor, City of Grand Forks	nkrog@grandforks.ca
Christine Thompson	Councillor, City of Grand Forks	cthompson@grandforks.ca
Frank Konrad	Mayor, City of Grand Forks	fkonrad@grandforks.ca
Bob Huff	Habitat for Humanity	bob.huff@hfhsebc.org
Gene Robert	Boundary Emergency Transitional Housing Society	crobert@telus.net
Jake Raven	Independent	j&traven@telus.net
Connie Marchal	Boundary Women's Coalition	connie_bwcshelter@telus.net
Sandy Elzinga	Community Futures Boundary	sandy@boundarycf.com
Sasha Bird	Manager of Development & Engineering	sbird@grandforks.ca
Dolores Sheets	Engineering Technologist	dsheets@grandforks.ca
Dave Smith	Planning Consultant, Meeting Facilitator	dsmith51@shaw.ca

ABSENT:

Colleen Ross	Councillor, City of Grand Forks	cross@grandforks.ca
Roly Russell	RDKB Area D Director	rrussell@rdkb.com
Wendy McCulloch	Community Futures Boundary	wendy@boundarycf.com
Sher Poste (Zena Dörner)	Sunshine Valley Community Services Society	
Jim Harrison	RCMP	jim.harrison@rcmp-grc.gc.ca
Judith Lloyd	Boundary Emergency Transitional Housing Society	jujulo@shaw.ca
James Wilson	Boundary Family & Individual Services Society	james.wilson@bfiss.com

MINUTES:

1. Adopt minutes of the August 5, 2015 meeting:

MOTION: HUFF/RAVEN

CARRIED.

2. Recap – Discussion of the outcome of the last meeting:

No discussion regarding last meeting.

3. Review of Assessment Report revisions:

Bob Huff commented that the MAAP's group had secured \$100,000 in funding through the UBCM Gas Tax fund and suggested that the committee check to see if this funding could still be available.

Gene Robert commented that there is a person in town who has been working with vulnerable minors (19 years old and under) and is presently tracking 13 persons. Gene is going to see if he can get data for this demographic.

Connie Marchal is going to provide Dave Smith with some 2015 statistics of homelessness.

Gene Robert BETH's is moving forward with a plan to start assigning tasks for persons using the facility for long-stays in order to encourage a sense of ownership and begin preparing those persons for a move into transition housing in the future. This would be a stepped/staged process and not be targeted at all patrons at once.

Bob Huff commented that the vision should be a multi-agency effort aimed at transitioning homeless persons back into productive roles in society.

Connie Marchal clarified that the role of their project is to provide "second stage" housing for women and children, to fill the gap from when they leave the shelter (30 days maximum stays). She also commented that their facility is consistently at or over capacity.

Gene Robert commented that BETH's is poised and ready to begin the phase of transitioning homeless people.

Connie Marchal clarified the purpose of their facility is for vulnerable women and children and they cannot normally take in "high risk" females (i.e. their intakes have to be clean/sober) therefore, the committee should not be focusing on just men as there is a need for transition housing for women as well.

Bob Huff clarified that the focus should not be just on men but rather on the homeless sector as a whole.

The committee continued to discuss and revise the Preliminary Needs Assessment Report. Revised document to be circulated for review.

4. Dave Smith – Report on feedback from BC Housing and CMHC:

Dave has been in contact with these agencies and they have asked to be kept apprised of the meetings and progress of the committee.

5. Next Steps – Consideration of a motion to forward the report as amended, to Council as a background information report:

Deferred.

6. Commence review of site options – PowerPoint on possible sites to be presented as a basis for discussion:

Deferred.

7. Adjournment:

Dave Smith adjourned the meeting at 2:56 pm.

City of Grand Forks: Transition Housing Project Steering Committee (THPSC)

Meeting held on Tuesday September 16, 2015 from 9:00 am to 12:05 pm
Council Chambers at City Hall, Grand Forks, B.C.

PRESENT:

Neil Krog	Councillor, City of Grand Forks	nkrog@grandforks.ca
Christine Thompson	Councillor, City of Grand Forks	cthompson@grandforks.ca
Frank Konrad	Mayor, City of Grand Forks	fkonrad@grandforks.ca
Bob Huff	Habitat for Humanity	bob.huff@hfhsebc.org
Gene Robert	Boundary Emergency Transitional Housing Society	crobert@telus.net
Jake Raven	Independent	j&traven@telus.net
Connie Marchal	Boundary Women's Coalition	connie_bwcshelter@telus.net
Sandy Elzinga	Community Futures Boundary	sandy@boundarycf.com
Sasha Bird	Manager of Development & Engineering	sbird@grandforks.ca
Dolores Sheets	Engineering Technologist	dsheets@grandforks.ca
Dave Smith	Planning Consultant, Meeting Facilitator	dsmith51@shaw.ca

ABSENT:

Wendy McCulloch	Community Futures Boundary	wendy@boundarycf.com
Sher Poste (Zena Dorner)	Sunshine Valley Community Services Society	
Jim Harrison	RCMP	jim.harrison@rcmp-grc.gc.ca
Judith Lloyd	Boundary Emergency Transitional Housing Society	jujulo@shaw.ca
James Wilson	Boundary Family & Individual Services Society	james.wilson@bfiss.com
Colleen Ross	Councillor, City of Grand Forks	cross@grandforks.ca
Roly Russell	RDKB Area D Director	rrussell@rdkb.com

MINUTES:

1. Adopt minutes of September 15, 2015 meeting:

MOTION: HUFF/THOMPSON

CARRIED

2. Review of Site Options – PowerPoint on possible sites presented as a basis for discussion:

Sites were reviewed and evaluated (i.e. pros vs. cons). To be summarized and distributed to committee members.

3. Consideration of Action:

- a) Recommendation of a preferred site (**not recommended at this stage**) = matters involving property acquisition need to be handled confidentially.
- b) Referral to staff of investigation of one or more sites – further due diligence to pursue site options will be necessary before bringing this forward to Council in public = **this is recommended.**

Committee members to review summarized pro/con evaluations and be prepared to narrow list at next meeting.

4. Next Steps:

Sasha to send revised copy of needs assessment out to committee members. Committee to review at next meeting.

Next meeting scheduled on October 20, 2015 at 1:00 pm to 3:00 pm.

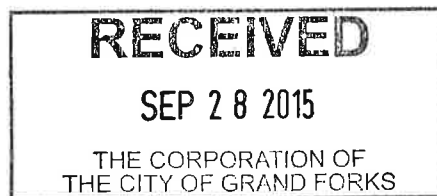
5. Adjournment:

Dave Smith adjourned the meeting at 12:05 pm.

The foregoing is the writer's interpretation of the proceedings. If there are any errors or omissions, please forward comments, in writing by email, by 12:00 pm on Friday, August 28th, 2015, to the attention of the writer:

Dolores Sheets
Engineering Technologist
City of Grand Forks
Ph: 250-442-8266
dsheets@grandforks.ca

From: Zoe Kirk <zkirk@rdos.bc.ca> September-28-15 12:08:10 ...
Subject: Deer Committee Meeting Oct 21st - Penticton
To: "Frank Ritcey (bc@wildsafebc.com)" <bc@wildsafebc.com>
Cc: Elef Christensen <echristensen@rdos.bc.ca>
redroses <redroses@persona.ca>
Barb Leslie <barb.leslie@gov.bc.ca>
'Brian Harris' <bstanleyharris@gmail.com>
Chris KEIR <chris.keir@gov.bc.ca>
"Christine SILVER" <christine.silver@icbc.com>
Dixon TERBASKET <dterbasket@sylix.org>
"Dolly Kruger (dkruger@pib.ca)" <dkruger@pib.ca>
"Douglas Pateman (douglas.pateman@gmail.com)" <douglas....>
Frank Armitage <farmitage@princeton.ca>
Info City of Grand Forks
Jim Beck Sgt <Jim.Beck@gov.bc.ca>
Judy Sentes <judy.sentes@penticton.ca>
"John.Fenske@penticton.ca" <John.Fenske@penticton.ca>
"Niel Dendy (nielendy@icloud.com)" <nielendy@icloud.com>
Sandra Oldfield <sandra@tinhorn.com>
Tom Siddon <tsiddon@rdos.bc.ca>
"PIB Animal Management (animal.management@pi.b.ca)" <ani...>
"Tina Siebert (Tina.Siebert@penticton.ca)" <Tina.Siebert@pe...>
"lgrant2@telus.net" <lgrant2@telus.net>
Bob Coyne <bcoyne@rdos.bc.ca>
"garry.moritz@rcmp-grc.gc.ca" <garry.moritz@rcmp-grc.gc.ca>
Andrew JAKUBEIT <Andrewjakubeit@gmail.com>
"blake.laven@penticton.ca" <blake.laven@penticton.ca>
"craig.a.mclean@gov.bc.ca" <craig.a.mclean@gov.bc.ca>
Bill Newell <bnewell@rdos.bc.ca>
"environment@lsib.net" <environment@lsib.net>
"Craig McLean (craig.a.mclean@gov.bc.ca)" <craig.a.mclean...>
Nelson Tallio <GAA@lsib.net>



Hello All:

→

Some new names have been added to the list of recipients. For those names, a bit of history.→ As a group, we have met four times in the past two years to discuss the urban deer issue and other issues related to deer→ (overabundance to lack of deer). This year the Union of BC Municipalities received a delegation and proposed money (\$100,000) and time to look at the issue. So, partly due to this announcement, the fourth South Okanagan Deer Committee meeting date is now set.

→

Three reasons for this:

1.----- To update one another on any progress made on the issue; City Bylaw amendments, First Nations update,

2.----- To create an action list for us to work on in 2016

FILE CODE
WEB3 + R1 Reg. District of
C/O - Okanagan Similkameen
(Deer...) Deer Committee Meeting
Oct. 21st
Page 129 of 290

3.----- ** To have an active regional committee, ready and waiting to apply for funds from the UBCM directive and provincial \$100,000 →when they tell us 'how' **

→

Where: Ministry of Environment→ 102 Industrial Place, Penticton →(Thanks to Inspector Leslie)

When:→ Oct→ 21st→→ 1:30 → 3:30 pm→

→

→----- If you feel I have missed anyone on the list of recipients, please advise me.

→----- If you have agenda topics → please send them along to me.

→

I will bring refreshments.→ Due to the variety of different personal devices I have not used the 'meeting' option in Office → so please RSVP to me ☺

Frank Ritcey from Provincial WildSafeBC Program from Kamloops will →be in attendance

→

Agenda to be distributed by Oct 16th

→

Thank you all!

Regards,

→

Zoe



Zoe Kirk→. RDOS Public Works Projects & WildSafeBC Community Coordinator
Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, BC V2A 5J9
p. 250.490.4110 •→tf. 1.877.610.3737→f. 250.492.0063
www.rdos.bc.ca •→zkirk@rdos.bc.ca

This Communication is intended for the use of the recipient to which it is addressed, and may contain confidential, personal and/ or privileged information. Please contact the sender immediately if you are not the intended recipient of this communication and do not copy, distribute or take action relying on it. Any communication received in error, or subsequent reply, should be deleted or destroyed.

→

Province to fund urban deer cost-share program

Responding today to a series of recommendations made by the Union of BC Municipalities (UBCM), the Province has committed to striking a Provincial Urban Deer Advisory Committee as well as the provision of up to \$100,000 for future urban deer management operations.

The recommendations from the UBCM flowed from an initial meeting with the Province at an Urban Deer Workshop in January 2015. That workshop laid the groundwork for an increased awareness and understanding of policy, legislation, regulation and best practices in urban deer management and the responses to the UBCM recommendations provide a clear road map toward greater co-operation between the two levels of government.

Participants at the workshop also agreed to create an advisory committee with both provincial and municipal representation to work together on urban deer management. The committee is currently being formed and more details will follow.

The workshop led to 22 recommendations presented by the UBCM to the Province, and today the Province has responded to each of them. Two of the recommendations call for the Province to provide funding to address urban deer management issues and tools. In support of this, up to \$100,000 a year will be set aside for approved urban deer management and research projects.

Details on how the funding will be made available will be worked out in consultation with the Urban Deer Advisory Committee, once it is formed. Any project would require review and permitting by the Ministry of Forests, Lands and Natural Resource Operations, in accordance

with the Wildlife Act.

The Province is committed to partnering with local governments to facilitate the development of socially acceptable urban deer management solutions. Ministry staff already assist communities in managing urban wildlife conflicts in a number of ways, including:

- Participation on community-based committees
- Provision of technical advice
- Development of hunting regulations and issue permits to manage deer populations within or near urban areas
- Loaning of available equipment to communities as required.

The Province will continue to work with communities to help them manage urban deer conflicts. The formation of an advisory committee will help inform these efforts and ensure communities have the support they need to make informed decisions on urban deer.

Quote:

Steve Thomson, Minister of Forests, Lands and Natural Resource Operations →


“The creation of an urban deer advisory committee will help ensure greater collaboration between municipalities and the Government of B.C. and provide the resources necessary for communities to make informed choices about how to resolve urban deer issues.”

Learn More:

For a copy of the urban deer fact sheet visit: <https://news.gov.bc.ca/factsheets/factsheet-urban-deer-management-in-bc>

For a copy of the UBCM recommendations and the Province’s response to each visit: http://www.env.gov.bc.ca/fw/wildlife/management-issues/docs/urban_deer_management_recommendations.pdf

→

From: Rosemary Doughty <redroses@persona.ca> 28/09/2015 ... 

Subject: Re: Deer Committee Meeting Oct 21st - Penticton

To: Zoe Kirk <zkirk@rdos.bc.ca>

Cc: "Frank Ritcey (bc@wildsafebc.com)" <bc@wildsafebc.com>
Elef Christensen <echristensen@rdos.bc.ca>
Barb Leslie <barb.leslie@gov.bc.ca>
Brian Harris <bstanleyharris@gmail.com>
Chris KEIR <chris.keir@gov.bc.ca>
Christine SILVER <christine.silver@icbc.com>
Dixon TERBASKET <dterbasket@syilx.org>
"Dolly Kruger (dkruger@pib.ca)" <dkruger@pib.ca>
"Douglas Pateman (douglas.pateman@gmail.com)" <douglas....>
Frank Amitage <farmitage@princeton.ca>
Info City of Grand Forks
Jim Beck Sgt <Jim.Beck@gov.bc.ca>
Judy Sentes <judy.sentes@penticton.ca>
"John.Fenske@penticton.ca" <John.Fenske@penticton.ca>
"Niel Dendy (nielndendy@icloud.com)" <nielndendy@icloud.com>
Sandra Oldfield <sandra@tinhorn.com>
Tom Siddon <tsiddon@rdos.bc.ca>
"PIB Animal Management (animal.management@pib.ca)" <ani...>
"Tina Siebert (Tina.Siebert@penticton.ca)" <Tina.Siebert@pe...>
"lgrant2@telus.net" <lgrant2@telus.net>
Bob Coyne <bcoyne@rdos.bc.ca>
"garry.moritz@rcmp-grc.gc.ca" <garry.moritz@rcmp-grc.gc.ca>
Andrew JAKUBEIT <Andrewjakubeit@gmail.com>
"blake.laven@penticton.ca" <blake.laven@penticton.ca>
"craig.a.mclean@gov.bc.ca" <craig.a.mclean@gov.bc.ca>
Bill Newell <bnewell@rdos.bc.ca>
"environment@lsib.net" <environment@lsib.net>
Nelson Tallio <GAA@lsib.net>

Thank you Zoe, I am confirming my attendance. Councillor Rosemary Doughty

Sent from my iPad

On Sep 28, 2015, at 12:08 PM, Zoe Kirk <zkirk@rdos.bc.ca> wrote:

Hello All:

Some new names have been added to the list of recipients. For those names, a bit of history. As a group, we have met four times in the past two years to discuss the urban deer

SUNSHINE VALLEY WOMEN'S INSTITUTE
c/o Box 2103,
Grand Forks, B.C. V0H 1H0

RECEIVED

SEP 29 2015

THE CORPORATION OF
THE CITY OF GRAND FORKS

September 20, 2015

TO: Grand Forks City Council
Mayor Frank Konrad
Councillor Julia Butler
Councillor Chris Hammett
Councillor Neil Krog
Councillor Colleen Ross
Councillor Christine Thompson
Councillor Michael Wirischagen

FROM: Sunshine Valley Women's Institute

In 2013 we wrote to City Council, on behalf of the residents of the Silver Kettle Village, to request that the City of Grand Forks build a sidewalk along the road in front of Silver Kettle Village. We met at a City Council meeting in June 2014 to discuss our request. Letters were sent Jan. 2013, Oct. 2013, a Signed Petition was submitted, and Women's Institute members attended the June 2014 council to present our request.

In the fall of 2014, it was verbally agreed by City Council to put this project into the next year's budget.

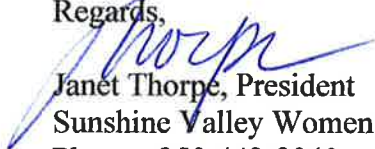
We are, at this time, reminding Grand Forks City Council to ensure that this request gets included in the upcoming budget for completion by the end of 2015. As of this date we have not heard from your office, nor have we witnessed any activity that indicates that the work is in progress.

We are now running into the fall whereas winter conditions will be upon us soon; thus making travel conditions for our residents at risk for another season.

Would it be advisable for our group to attend a City Council meeting to bring our request forward again?




Our thanks, in advance, for your attention to this request.

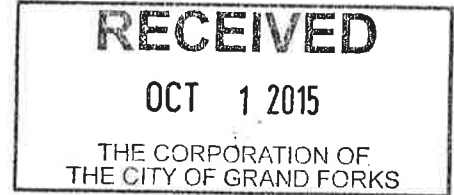
Regards,



Janet Thorpe, President
Sunshine Valley Women's Institute
Phone: 250-442-8040

FILE CODE

WE3
SI
C/O - Sunshine Valley
Women's Institute
re Sidewalk
(Comments) Silver Kettle
Page 133 of 290

From:  Jill Gunnarson <gypsyjill@outlook.com> Sep-30-15 4:02:24 PM 
Subject: Attention: Mayor Frank Konrad
To:  Info City of Grand Forks



Attachments:  Grand Opening Invitation.docx / Uploaded File (75K)

Hello Mayor Konrad

Please find attached the invitation to the Grand Opening Celebration for the Bluejoint Recreation Site.
in Grand Forks, B.C., for you and your staff

I do hope that you can make arrangements and attend.

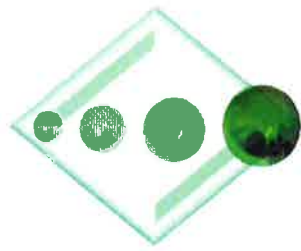
Thank you

Jill Gunnarson
Project Manager
Grand Forks ATV - Trails of the North Fork
gypsyjill@outlook.com

FILE CODE

9 B1 Invitation to Grand
I4 - Opening for Bluejoint
Ree. Site

WE3-



GFATV.CA
THE GRAND FORKS ATV CLUB
TRACKS TO THE FUTURE OF ATVING



Hello

On behalf of the Grand Forks ATV Club - Trails of the North Fork project, we would like to extend an invitation to the Grand Opening Celebration of the Bluejoint Recreation Site, in Grand Forks, B.C. This event will take place at the Rec. Site on Oct 15, 2015 from 10:00 am till 2:00 pm.

There will be an opening ceremony with other dignitaries invited. This event is open to the public as well as the press/media along with provincial, regional and local officials. A Bar-B-Q lunch will be provided. Please remember to bring a lawn chair.

The Bluejoint Rec. Site is nearing completion and we are excited to show all those involved what a great success this project has turned out to be. The nine new campsites along with sturdy log picnic tables and more outhouses available, have already seen recreational usage. The site has been enhanced with the erection of the Interpretive Center which is a great addition to the area. Reclamation planting is also taking place to improve the site.

Thank you so much for your involvement in the Trails of the North Fork/Bluejoint Recreation Site development. We appreciate your contribution.

Hope to see you there. You may reply to this e-mail if you have any questions or need arrangements.

Jill Gunnarson
Project Manager
Grand Forks ATV - Trails of the North Fork Project

Request to be put on the Agenda as a Summary of Information item.

As a tax paying citizen of the city of Grand Forks, I am greatly concerned by the direction in which the Mayor and Council are moving with this current Asset Management Plan. I understand that the Plan is being put into practice and wish to be informed on some of the details and how they impact the City. Cuts to services, tax and utility rate increases, job cuts to full time employees are big changes with wide reaching negative implications for the entire Community.

Respectfully,

Scott Davis



250-442-2533

RECEIVED

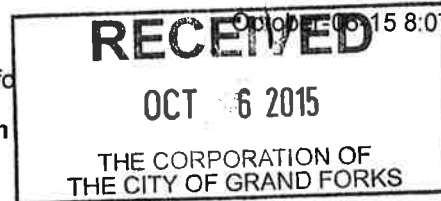
OCT 1 2015

THE CORPORATION OF
THE CITY OF GRAND FORKS

FILE CODE

WE3- Davis, Scott re
C10 - Asset Mgmt. Plan
(Misc000) Concerns

From: **Sarah Winton**
Subject: Request to be included in the Sum of Info
To: **Daphne Popoff** **Diane Heinrich**
Cc: **Doug Allin**



Hi Daphne and Diane, can you please include the blurb below in the Summary of Info? There won't be an attachment. Thanks

Alex Miller,
Visland Media

Requesting a non-binding letter of support for a potential television show based on a reality TV show, for an eco home building competition. Mr. Miller is requesting the letter to help garner buy-in from potential networks to run the show. The show would involve a short series where individuals would be in competition to build the best tiny eco home possible. The homes would be judged by team on completion. The series would be set in Grand Forks.

THAT Council determines to provide a non-binding letter of support to Visland Media for the proposed tiny eco home series to take place in the City of Grand Forks.

Let me know if you have any questions. Sarah

Sarah Winton

Deputy Corporate Officer/Communications
City of Grand Forks
250-442-8266
www.GrandForks.ca



Original peaceful living.

DISCLAIMER: This message is intended for the addressee (s) named and is confidential. The message must not be circulated or copied without the prior consent of the sender or the sender's

FILE CODE
WE3
C/O- Home Building
Competition - Eco
(misc000) Reality TV Show
Page 139 of 290

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Manager of Building Inspections & Bylaw Services

Date: September 17, 2015

Subject: Amendment Bylaw No. 1957 A-3 to the Municipal Ticketing & Information Bylaw No. 1957

Recommendation: **RESOLVED THAT COUNCIL** receive the Amendment Bylaw No. 1957 A-3 of the Municipal Ticketing & Information Bylaw No. 1957. City Council has given the Bylaw Amendment the first three readings at the September 14, 2015, Regular Meeting. Council may consider giving the Amendment Bylaw No. 1957 A-3 the final reading at the October 13th 2015, Regular Meeting of City Council

BACKGROUND: City council has adopted the Schedule 12 bylaw amendment at the August 17th Regular Council Meeting. The Amendment Bylaw No. 1957 A-3 will also be required to complete the bylaw process in order to attach the amended Schedule 12 to the Municipal Ticketing & Information Bylaw No. 1957. As the Schedule was previously introduced staff is proposing that Council give the first three readings of this bylaw amendment at tonight's Council Meeting.

Benefits or Impacts of the Recommendation:

General: This will allow for better control and enforcement of the bylaw with regard to Watering Restrictions

Strategic Impact: N/A

Financial: N/A

Policy/Legislation: Council has the authority to amend bylaws.

Attachments: Amendment Bylaw No. 1957 A-3 and Schedule 12

Recommendation: **RESOLVED THAT COUNCIL** receive the Amendment Bylaw No. 1957 A-3 of the Municipal Ticketing & Information Bylaw No. 1957. City Council has given the Bylaw Amendment the first three readings at the September 14, 2015, Regular Meeting. Council may consider giving the Amendment Bylaw No. 1957 A-3 the final reading at the October 13th 2015, Regular Meeting of City Council

REQUEST FOR DECISION

— REGULAR MEETING —



- OPTIONS:**
- 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT.**
 - 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT.**
 - 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**

 Department Head or CAO	 Chief Administrative Officer
---	--

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1957-A3

**A Bylaw to Amend the City of Grand Forks
Municipal Ticket Information Bylaw No. 1957, 2013**

=====

WHEREAS Council may, by bylaw, amend the provisions of the Municipal Ticket Information Bylaw No. 1957, pursuant to the Local Government Act;

AND WHEREAS Council desires to amend the Municipal Ticket Information Bylaw No. 1957, 2013 by adding a Schedule 12, as attached:

NOW THEREFORE Council for the Corporation of the City of Grand Forks, in open meeting assembled, **ENACTS**, as follows:

1. That the Municipal Ticketing Information Bylaw No. 1957, 2013 be amended by adding Schedule 12, as attached:
2. That this bylaw may be cited as the “**City of Grand Forks Municipal Ticket Information Amendment Bylaw No. 1957-A3, 2015**”.

READ A FIRST TIME this ____ day of September, 2015.

READ A SECOND TIME this ____ day of September , 2015.

READ A THIRD TIME this ____ day of September, 2015.

FINALLY ADOPTED this ____ day of October, 2015.

Frank Konrad, Mayor

Diane Heinrich – Corporate Officer

CERTIFICATE

I hereby certify the foregoing to be a true copy of Bylaw No. 1957-A3 as passed by the
Municipal Council of the City of Grand Forks on the
_____ day of October, 2015.

Corporate Officer for the
Municipal Council of the City of Grand Forks

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Manager of Operations
Date: October 13, 2015
Subject: Water Regulations Bylaw No. 1973-A1
Recommendation: **RESOLVED THAT COUNCIL give Final reading to Bylaw No. 1973-A1 Water Regulations Bylaw.**

BACKGROUND: The Universal water metering project was put on hold for approximately 8 months. The City staff is now working on completing the project with both pit meter and inside meter installations. Under the current Bylaw No. 1973 the timelines do not allow for residents that have already signed up for their water meter installation to be installed without penalty. Water Regulations Bylaw No. 1973-A1 has been drafted to extend timelines for water meter installations to December 31, 2015 and clean up some language/billing concerns.

This will replace the two existing Water Regulations Bylaw No. 1973, 2014 and Water Regulation Bylaw No. 1973 amendment Bylaw No. 2014, 2015

At the regular meeting on August 17, 2015 Council gave first three readings of the bylaw.

Bylaw 1973-A1 is now presented for final reading.

Benefits or Impacts of the Recommendation:

General: Water meter installations were put on hold to ensure public had an opportunity to provide feedback.

Strategic Impact: Strategic Plan for 2012 – 2014, universal water metering was identified as a critical action for optimizing water system services and reducing energy requirements.

Financial: This project has been funded through accumulated gas tax funding. With the project being put on hold there will be additional costs to completing this project.

REQUEST FOR DECISION

— REGULAR MEETING —



Policy/Legislation: Water Regulations Bylaw No.1973, Bylaw 2014, and Water Regulations Bylaw No. 1973-A1

Attachments: Water Regulations Bylaw No.1973 draft, Bylaw No. 2014, and Water Regulations Bylaw No.1973-A1

Recommendation: **RESOLVED THAT COUNCIL give final reading to Bylaw 1973-A1 – Water Regulations Bylaw.**

OPTIONS:

- 1. RESOLVED THAT COUNCIL COULD CHOOSE TO SUPPORT THE RECOMMENDATION.**
- 2. RESOLVED THAT COUNCIL COULD CHOOSE NOT TO SUPPORT THE RECOMMENDATION.**
- 3. RESOLVED THAT COUNCIL COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.**

	
Department Head or CAO	Chief Administrative Officer

THE CORPORATION OF THE CITY OF GRAND FORKS

WATER REGULATIONS BYLAW NO. 1973-A1

A bylaw to provide for the regulation and use of the water system of the City of Grand Forks

WHEREAS the City of Grand Forks has established and operates a water system pursuant to its powers under the Community Charter, for the purpose of providing water to the residents, institutions, commercial and industrial users and all other consumers in the City;

AND WHEREAS the City Council of the City of Grand Forks deems it necessary to set the rates, fees, charges and terms and conditions under which water may be supplied, protected and used;

NOW THEREFORE, the Council of the Corporation of the City of Grand Forks, in open meeting assembled, **ENACTS** as follows:

1. TITLE

- 1.1 This bylaw may be cited for all purposes as the **“Water Regulations Bylaw No. 1973-A1, 2015”**.

2. DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:

“Agricultural User” means any Owner of land in the Agricultural Land Reserve or bona fide agricultural land that is connected to the Waterworks System;

“Applicant” means any Owner or duly authorized agent making an application for Service, Water Connection/Disconnection or the Turn-on or Turn-off of water;

“Backflow Preventer” means a mechanical apparatus installed in a water system that prevents the backflow of contaminants into the potable Waterworks System;

“Bi-monthly” means every two-month period;

“Bone Fide Agricultural Land” means land used for agricultural purposes, as defined by the BC Assessment Authority;

“Bylaw Enforcement Officer” means a person in a class prescribed under Section 273 (c) of the Community Charter who is designated by a local government as a bylaw enforcement officer and every Peace Officer;

“City” means the Corporation of the City of Grand Forks;

“City specifications” means the specifications, drawings and other standards for works and services established under the Subdivision, Development and Servicing Bylaw No. 1424, 1994.

“Collector” means the Person appointed from time to time by Council as the Collector;

“Collector’s Roll” means a list of each property served by the Waterworks System that is liable to water charge and which designates the Owner as a Domestic User, a Non-Domestic User, an Agricultural User or a combination thereof;

“Commercial” means all industrial, utility and business properties as defined as Class 2, 4, 5 and 6 under the B.C. Assessment Act and any institutional and apartment buildings with three or more units and any residential with two or more units within the same assessment folio, upon written application by the Owner;

“Council” means the Municipal Council of the Corporation of City of Grand Forks;

“Curb Stop” means the valve on a Service pipe located on the street or lane at or near an Owner’s Parcel Boundary;

“Customer” means any person, company or corporation who has opened a service account with the City for the purpose of being supplied water from the City Waterworks System;

“Domestic User” means any Owner of land connected to the Waterworks System using water for residential household requirements, sanitation, fire prevention or lawn and garden irrigation purposes;

“Dwelling Unit” means a building or a part of a building in which a person or persons live. This means one or more rooms are to be used as or designed as a residence, which contains sleeping, cooking and sanitary facilities and has an independent entrance, either directly from outside a building or from a common hallway inside a building.

“Manager of Operations” means the individual appointed by Council to manage and oversee the day-to-day operation of the Waterworks System or his/her designate and, along with other City Staff, to administer this bylaw;

“Meter Pit” means a chamber installed below or above the ground over a residential or irrigation water Service for the purpose of installing a Water Meter;

“Non-Domestic User” means any Owner of land connected to the Waterworks System that is not using water as a Domestic User or Agricultural User;

“Occupier” has the same meaning as in the Community Charter, as amended from time to time;

“Owner” has the same meaning as in the Community Charter, as amended from time to time;

“Parcel Boundary” means the line that defines the perimeter of a parcel of land;

“Person” includes a corporation, partnership or party and the Personal or legal representatives of a Person to whom the context can apply, according to law;

“Service” means and includes the supply of water to any Owner or any lot and all the pipes, valves, fittings, meters, connections and other things necessary for the purpose of such supply;

“Service Connection” means the connecting line from the Waterworks System to the Parcel Boundary and includes all related pipes, shut off valves and other appurtenances;

“Single-family Detached Dwelling” means a Dwelling Unit generally designed for and occupied by one family;

“Sprinkling” means to allow water from the City's water supply to enter onto lawns, gardens and other outdoor areas;

“Turn-off” means to discontinue the Service to any Owner or any lot by closing a Curb Stop or by such other means as the City finds appropriate;

“Turn-on” means to commence the Service to any Owner or any lot by opening a Curb Stop or by such other means as the City finds appropriate;

“Water Connection” means the pipes and appurtenances on private property used or intended to be used to conduct water from the Curb Stop to the private property;

“Water Meter” means an apparatus or device used for measuring the volume of water passing through it and includes any accessories such as a remote reader device and the connecting cable;

“Water User” means any Person who is the Owner or agent for the Owner of any premises to which the Service is provided and also any Person who is the Occupier of any such premises and also any Person who is actually a user of water supplied to any premises;

“Waterworks System” means the entire water system of the City, including, without limitation, the distribution system and the intake, reservoirs and any water treatment facilities.

3. GENERAL PROVISIONS

- 3.1 To the extent that the City has not already established the Service of water supply, the City hereby establishes the Service of supplying water to the City through the Waterworks System and operating, constructing, maintaining and regulating the Waterworks System.
- 3.2 The City does not guarantee water pressure, continuous supply or direction of water flow. The City reserves the right at any time, without notice, to change the operating pressure, to shut off water or to change the direction of flow. The City, its officers, employees, nor agents shall be liable for any damage or other loss caused by changes in water pressure, shutting off water or change in direction of flow or by reason of the water containing sediments, deposits, or other foreign matter.
- 3.3 Nothing contained in this bylaw shall be construed to impose any liability on the City to provide water to any Person or property or to provide a continuous supply of water or water of any particular quantity or quality.
- 3.4 Any supply of water by the City is subject to the following conditions, in addition to the other conditions set out in this bylaw:
- (a) the City is not responsible for the failure of the water supply as a result of any accident or damage to the Waterworks System;
 - (b) the City is not responsible for any excessive water pressure or lack of water pressure;
 - (c) the City is not responsible for any temporary stoppage of water supply on account of alterations or repairs to the Waterworks System,

whether such arises from the negligence of any Person in the employ of the City or another Person, or through natural deterioration or obsolescence of the Waterworks System or otherwise.

4. APPLICATIONS FOR SERVICE CONNECTION AND WATER CONNECTION

- 4.1 An Owner or an Owner's duly authorized agent must make an application to the City to install a **Water** Service Connection from the Waterworks System to the

Owner's Parcel Boundary, and ~~a the Water Connection from property line the Curb Stop~~ to his or her private property and shall **must** submit the application on the required form(s), as provided by the City and amended from time to time. Such Applicant shall, on making the application, pay to the City the applicable fee(s) as set out in Schedule A.

5. CONSTRUCTION OF THE **WATER SERVICE CONNECTION**

- 5.1 Upon a completed application being received for the installation of a Service Connection, and payment of applicable fee(s) in full, a contractor pre-approved by the City may install a Service Connection from the Waterworks System to the Parcel Boundary and a Curb Stop at the Parcel Boundary.
- 5.2 An Owner is responsible for the installation of a **Water Service Connection** and a Curb Stop at the Parcel Boundary, at his or her sole cost.
- 5.3 Each property shall have only one Service Connection except where a separate connection is required by the Manager of Operations.
- 5.4 The size of the pipe to be used in providing a **Water Service Connection** to any premises and also the position in the street in which the **Water Service Connection** is to be laid shall be determined by the Manager of Operations.
- 5.5 No work of any kind in relation to a **Water Service Connection**, either for the laying of a new **Water Service Connection** or repair of an existing **Water Service Connection**, shall be done by any Person other than a contractor approved by the Manager of Operations.

6. CONSTRUCTION OF THE WATER CONNECTION

- 6.1 Upon a completed application being received for the installation of a Water Connection and payment of the applicable fee(s) in full, the Owner may install a Water Connection from the **property line Curb Stop** to the Owner's private property and the Manager of Operations shall classify the Owner as either a Domestic User, a Non-domestic User, an Agricultural User, or any combination thereof.
- 6.2 An Owner is responsible for the installation of a Water Connection, at his or her sole cost.

6.3 Installation of a Water Connection must comply with the following requirements:

- (a) the type and size of pipe used for the Water Connection must meet the standards for piping as determined by the Manager of Operations or his/her designate;
- (b) all Water Connection lines shall be installed to provide a minimum depth of 1.5 metres cover;
- (c) where required by the Manager of Operations, a Backflow Preventer must be installed at the building as close as possible to the entrance point of the Water Connection into the building; and
- (d) after the Water Connection lines have been installed, the Owner must not backfill the excavation until the installation of the Water Connection has been inspected and approved by the City.

6.4 No work of any kind in relation to a Water Connection, either for the laying of a new Water Connection or repair of an existing Water Connection, shall be done by any Person other than a contractor approved by the Manager of Operations.

6.5 The Owner is solely responsible for supplying, installing and maintaining the Curb Stop and the connection or joint at the property line between the Water Service Connection and the Water Connection.

6.6 The Owner is responsible for any damage caused by the Owner to the Curb Stop and must immediately notify the Manager of Operations of any such damage. The City will repair and bill the repair on utility bill.

6.7 Where required by the Manager of Operations, an Owner shall install a pressure-reducing device on his or her property, to the satisfaction of the Manager of Operations.

6.8 An Owner is responsible for maintaining the Water Connection and Backflow Preventer in good repair and in a clean and sanitary condition at all times, and must remedy any defect in the Water Connection as soon as the Owner becomes or is made aware of the defect. The Owner must immediately advise the Manager of Operations of any defect in the Water Connection.

7. WATER TURN-OFF / TURN-ON

7.1 All applications for the Turn-off or Turn-on of the water Service must be made in writing to the Manager of Operations not less than forty-eight (48) hours before the Turn-off or Turn-on is required.

- 7.2 On application by a property Owner or duly authorized agent, on the required form(s) as provided by the City and amended from time to time, the applicant shall pay the applicable fee as set out in Schedule A.
- 7.3 Any Person who applies to the City for the Turn-on of the Service **Water Connection** shall provide to the Manager of Operations confirmation that the Water Connection was satisfactorily tested, inspected and approved by the City.
- 7.4 No Person shall make an application for the Turn-off of the Service **Water Connection** from any premises in use, or occupied by any other Person, until such use or occupation has ceased, the premises have been vacated or the occupying Person **has been given notification of thirty (30) days** ~~consents~~.
- 7.5 Any unauthorized Person found to have turned the water on or off is guilty of an offence under this bylaw and will be subject to a penalty in accordance with Section 12.11.

8. WATER DISCONNECTION/RECONNECTION

- 8.1 When any building within the City is removed, demolished or abandoned, application for disconnection of a water Service shall be made in writing, by the property Owner, on the required form(s) as provided by the City and amended from time to time and delivered to the City Office. Until such application has been submitted, water rates may be charged as prescribed in Schedule A to the property Owner.
- 8.2 All applications for the disconnection or reconnection of the water Connection Service must be made in writing to the Manager of Operations not less than one (1) week before the disconnection/reconnection is required.
- 8.3 On application by a property Owner or duly authorized agent, on the required form(s) as provided by the City and amended from time to time, the applicant shall pay the applicable fee as set out in Schedule A.
- 8.4 Any Person who applies to the City for reconnection of the **Water Service** shall provide to the Manager of Operations confirmation that the **Water Service Connection** was satisfactorily tested, inspected and approved by the City.
- 8.5 Any unauthorized Person found to have disconnected from or reconnected to the water **Connection Service** is guilty of an offence under this bylaw and will be subject to a penalty in accordance with Section 12.11.
- 8.6 **Should the property owner elect to have the water service to a building turned on or off, as described in Section 8 of this bylaw, water customer charge and fixed and capital fees will continue to be charged.**

9. RESTRICTIONS ON USE OF WATER

- 9.1 Council may at such times and for such length of time as is considered necessary or advisable by Council, restrict or prohibit irrigation, yard and garden Sprinkling, car washing and private pool filling to reduce water usage when it considers water to be in short supply and every Person shall abide by such restriction or prohibition.
- 9.2 The City may at such times and for such length of time as is considered necessary or advisable by Council, restrict or prohibit other water uses when it considers water to be in short supply and every Person shall abide by such restriction or prohibition.

10. WATER METERS

- 10.1 ~~Every Owner of property that receives the supply of water from the Waterworks System shall, at the sole cost of the Owner, purchase a Water Meter from the City and shall install the Water Meter on his or her property in compliance with the provisions of this bylaw.~~
Every Owner of property that receives the supply of water from the Waterworks System shall, at the sole cost of the Owner, pay for the cost of a Water Meter from the City and shall install the Water Meter on his or her property in compliance with the provisions of this bylaw. The Water Meter shall remain the property of the City of Grand Forks.
- 10.2 Notwithstanding Section 10.1, the City shall supply and install Water Meters to those properties built prior to January 1 **December 31**, 2015, free of charge.
- 10.3 Only one Water Meter shall be installed for each Water Connection on a property.
- 10.4 The Manager of Operations may determine and specify the type and size of Water Meters for each type of property and use, considering the Manager of Operation's estimate of water consumption and other factors considered relevant by the Manager of Operations.
- 10.5 Every Water Meter shall be installed by a certified plumber or qualified contractor retained by the Owner of the parcel and approved by the Manager of Operations.
- 10.6 Where water services a single building on private property, the Water Meter shall be located in the building as close as possible to the entrance point of the Water Connection into the building, unless otherwise approved by the Manager of Operations.
- 10.7 Notwithstanding Section 10.6, the Owner of each newly constructed Single-family Detached Dwelling in the City shall install a water meter within the Dwelling Unit or a Meter Pit, as per current industry standards as determined by the Manager of

Operations, with a Water Meter at the Parcel Boundary. For clarity, a newly constructed single-family detached dwelling is any single-family detached dwelling constructed after adoption of this bylaw. The City will provide a water meter free of charge up until ~~July 31~~ December 31, 2015. Any new construction building permit after January 1, 2016 the water meter will be supplied by the City and billed to the utility account with the home owner being responsible for the installation of the water meter by a qualified contractor.

- 10.8 Where water services multiple-unit housing or Commercial, industrial or institutional property, the Water Meter must be located within a meter room or some other location approved by the Manager of Operations.
- 10.9 The Owner shall maintain the Water Meter on his or her property in good repair and shall not tamper with the Water Meter in any manner. The Owner shall provide adequate protection for the Water Meter against freezing, heat and other severe conditions that might damage the Water Meter.
- 10.10 If any breakage, stoppage or other irregularity in a Water Meter is observed by an Owner, the Owner shall notify the Manager of Operations immediately.
- 10.11 If a Water Meter installed on a property is destroyed, lost or damaged in any way, the Owner shall repair or replace the Water Meter at his or her sole cost.
- 10.12 An Owner must, at all reasonable times, provide adequate, convenient, and unobstructed access to the City for inspecting and reading the Water Meter.
- 10.13 No Person shall remove or in any way disturb a Water Meter except under the direction of the Manager of Operations.
- 10.14 The Service shall not be activated to a property until a Water Meter has been installed on the property and any Meter Pit has been inspected by the City and found to be in compliance with this bylaw.
- 10.15 If the City or an Owner questions the accuracy of the record of a Water Meter, the City shall designate a qualified professional to remove and test the Water Meter.
- 10.16 If the test performed under Section 10.15 discloses that the Water Meter is not less than 98% accurate in recording the water passing through the Water Meter, the party questioning the accuracy of the Water Meter shall pay the meter testing fee specified in Schedule A. If the test performed under Section 10.15 discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the cost of the test shall be borne by the City.
- 10.17 If the test performed under Section 10.15 discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the City shall repair or replace the Water Meter, at its own cost.

- 10.18 If the test performed under Section 10.15 discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the Manager of Operations shall adjust the Owner's water bill by the amount of the inaccuracy for a period not exceeding one (1) year. The adjustments shall only apply to the Owner who overpaid or underpaid and not to any subsequent Owner of the property.

11. FAILURE TO INSTALL A WATER METER

- 11.1 If an Owner fails to install a Water Meter as required by this bylaw, the City may, upon giving notice to the Owner, install a Meter Pit and Water Meter at the Curb Stop at the sole cost of the Owner. Prior to and including ~~July 31~~ **December 31, 2015** the Owner will be responsible for the difference in cost between in-home installation and Meter Pit installation. After ~~July 31~~ **December 31, 2015**, the Owner will be responsible for all costs associated with installation. **unless booked for installation on or prior to December 1, 2015.**

12. OFFENCES AND PROHIBITIONS

- 12.1 No Person shall:

- (a) connect or maintain any connection to, or use water from the Waterworks System without first obtaining permission from the Manager of Operations in accordance with this bylaw;
- (b) connect, cause to be connected or allow to remain connected any building on any property already connected to the Waterworks System to any other source of water;
- (c) connect, cause to be connected or allow to remain connected to the Waterworks System any pipe, fixture, fitting, container, appliance or apparatus, in any manner which, under any circumstances, could cause or allow any part of the Waterworks System to become contaminated;
- (d) sell, dispose of or otherwise give away water from the City Waterworks System; **unless a written request has been approved by the Manager of Operations.**
- (e) connect any apparatus, fitting, or fixture to the Waterworks System which may in any way harm the Waterworks System.

- 12.2 No Person shall cause, permit or allow any device or apparatus of any kind to be or remain connected to the Waterworks System or allow it to be operated in such a manner as to cause sudden large demands for water or otherwise affect the

stability of water pressure in the Waterworks System and, for the purposes of this section, such prohibited devices and apparatuses include, without limitation:

- (a) booster pumps;
- (b) quick opening valves or quick closing valves;
- (c) flush meters;
- (d) rod hopper water closets;
- (e) water-operated pumps or siphons;
- (f) standpipes;
- (g) large outlets.

- 12.3 Notwithstanding Section 12.2, an Owner may apply to the Manager of Operations in writing for permission to connect a prohibited device or apparatus to the Waterworks System. Upon receiving permission from the Manager of Operations, the Owner may connect a prohibited device or apparatus to the Waterworks System, subject to any terms and conditions imposed by the Manager of Operations.
- 12.4 No Person shall destroy, injure, obstruct access to, or tamper with any hydrant, valve, Curb Stop, pipe, pump or other fixture of the Waterworks System or the Water Connection and no Person shall, in any manner, make any additions, alterations or other changes to the Waterworks System or the Water Connection.
- 12.5 No Person shall use water from the Waterworks System unless that usage is recorded by a properly functioning Water Meter that is installed and maintained in accordance with this bylaw.
- 12.6 No Person shall install any piping or other works designed to allow water from the Waterworks System to be used without that usage being recorded by a Water Meter.
- 12.7 Where the Manager of Operations considers that a Person has violated Section 12.5 or 12.6, the City may install a Meter Pit with a Water Meter at or near the Parcel Boundary of the property either on the property or on the adjacent highway.
- 12.8 Where the City has installed a Meter Pit with a Water Meter under Section 12.7, the Owner of the property in respect of which the Meter Pit with a Water Meter was installed shall pay to the City a fee equal to the cost incurred by the City to install the Meter Pit and Water Meter, including the cost of the pit and meter.

- 12.9 Where a Person has violated Section 12.4, 12.5 or 12.6, the Owner of the property in respect of which the violation has occurred shall pay to the City an unrecorded water usage penalty as set out in Municipal Ticket Information Bylaw No. 1957, and additional charges as described in Schedule A, whether or not the City has installed a Meter Pit with a Water Meter at or near the Parcel Boundary under Section 12.7.
- 12.10 Charges imposed under Section 12.8 or 12.9 are due and payable within 30 days of the date on which an invoice setting out the amount of the fee is mailed to the address of the Owner as shown on the assessment roll for the property referred to in those Sections and if unpaid on December 31 of the year in which the charges became due and payable, may be collected in the same manner and with the same remedies as property taxes.
- 12.11 Any Person who contravenes any of the provisions of this bylaw is liable, upon summary conviction, to a minimum fine of not less than One Thousand Dollars (\$1,000.00) and a maximum fine of Ten Thousand Dollars (\$10,000.00) and the cost of prosecution. Every day during which there is an infraction of this bylaw shall constitute a separate offence.
- 12.12 Any Person who contravenes any of the provisions of the Stage 1 through Stage 4 Watering Restrictions may be subject to a fine as described in Schedule 12 – A3 of the Municipal Ticketing and Information Bylaw No 1957

13. SHUT OFF OF WATER SUPPLY

- 13.1 The Manager of Operations may shut off the supply of water to any property for any or all of the following reasons:
- (a) a request for Turn-off or discontinuance of the Service;
 - (b) maintaining, repairing, renovating, replacing, disinfecting or otherwise operating the Waterworks System;
 - (c) an emergency that threatens the safety of the Waterworks System or the public;
- and the City may shut off the supply of water to any property for any or all of the following reasons;
- (d) non-compliance with any provision of this bylaw;
 - (e) shortage of water supply pursuant to Section 9.1 or 9.2 of this bylaw.

14. NOTICES OF WATER SHUT OFF

- 14.1 Where water supply is to be shut off for non-compliance with any provision of this bylaw, the City will give thirty (30) days notice to the Owner.
- 14.2 Where water supply is to be shut off for reason of non-compliance with any provision of this bylaw, the City will give the Person affected the opportunity to make representations to Council in respect of such non-compliance.
- 14.3 Where water supply is to be shut off for reason of shortage of water supply pursuant to Section 9.1 or 9.2 of this bylaw, the City will give at least seven (7) days notice, but no notice will be given where safety of life or property is at risk.
- 14.4 Where water supply is to be shut off for maintenance, repair, renovation, replacement, disinfection or other operation of the Waterworks System, the City will give at least two (2) working days notice for scheduled work, but no notice will be given where safety of life or property is at risk.
- 14.5 Notice under Sections 14.1, 14.3 and 14.4 may be given by one or more of the following:
- (a) posting notice on the property;
 - (b) providing notice on an Owner's water bill;
 - (c) mailing notice to the address supplied by the Owner or the address of the property;
 - (d) telephoning the Owner, which may include speaking directly to the Owner or leaving a message at the telephone number supplied by the Owner.
- 14.6 The City is not responsible for any notice failing to reach an Owner or other Water User prior to the shut off of water.

15. WATER USE CHARGES

- 15.1 Property Owners shall be responsible for payment of all rates for water used and consumed on properties owned by them.
- 15.2 The user rates and charges specified in Schedule A are imposed and levied for Water Services supplied by the City. All such rates shall be due and payable on or before the date shown as the DUE DATE on the Bi-monthly billing rendered by the City. These rates may also be paid on the City's Tax/Utility Preauthorized Pre-Payment Plan.
- 15.3 User rates and charges not paid by the DUE DATE shall be subject to an overdue account penalty, as set out in the current Fees and Charges Bylaw, on the working day after the DUE DATE and monthly thereafter.

- 15.4 For any new water Service connected to the City system during a Bi-monthly billing period, full basic charges for the billing period will apply and the user rates relating to consumption shall be based on recorded consumption. If no meter reading is available, the user rate will be prorated over the number of days from connection to the end of the billing period.
- 15.5 For any Water Service disconnected or reconnected from the City system, Section 8 of this bylaw shall apply. Should the property Owner elect to have water Service to a building turned on or off, as described in Section 7 of this bylaw, water basic charges and user rates will continue to be charged.
- 15.6 The charges prescribed in Schedule A to cover the cost of disconnecting or reconnecting the service or turning the water supply "off" or "on" shall apply.
- 15.7 User rates shall be invoiced on a Bi-monthly basis.
- 15.8 Upon application, the City will permit qualifying customers, to make equal monthly payments. The payments will be calculated to yield during the period ending in December, the total estimated amount that would be payable by the customer during the year. Application will be accepted at any time of the year. All accounts will be reconciled in December.

A customer will qualify for the plan provided the account is not in arrears and the customer expects to be on the plan for at least one (1) year.

The equal payment plan may be terminated by the customer, or the City, if the customer has not maintained his credit to the satisfaction of the City. The City deems credit to be unsatisfactory if, for any reason, two payments fail to be honoured. On the reconciliation date, or termination, the amounts payable by the customer to the City for water Service actually consumed during the equal payment period will be compared to the sum of equal payments made during the period. Any resulting amount owing by the customer will be paid to the City. An excess of payments over charges will be paid or credited by the City to the customer. If such amounts are less than \$10.00 (ten dollars), they will be carried forward and included in the calculation of the equal payments for the next period.

- 15.9 All rates and charges remaining unpaid on the 31st day of December in each year shall be added to and form part of the taxes payable in respect of the land and improvements therein, and shall be entered on the Collector's Roll as taxes in arrears.

16. INSPECTION

16.1 The Manager of Operations and any Bylaw Enforcement Officer may enter on any property at any reasonable time for the purpose of inspecting and ascertaining whether the regulations and requirements of this bylaw are being observed.

16.2 No Person shall obstruct or interfere with the Manager of Operations or any Bylaw Enforcement Officer in the performance of his or her duties or the exercise of his or her powers under this bylaw.

17. SEVERABILITY

17.1 If any portion of this bylaw is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this bylaw.

18. REPEAL

18.1 The "Corporation of the City of Grand Forks Waterworks Regulation Bylaw No. 1973, 2014 and Bylaw No. 2014, 2015" and all amendments thereto are hereby repealed.

19. ENACTMENT

19.1 This bylaw is to take effect upon adoption by the Council of the Corporation of the City of Grand Forks.

READ A FIRST TIME this 17th day of August, 2015.

READ A SECOND TIME this 17th day of August, 2015.

READ A THIRD TIME this 17th day of August, 2015.

FINALLY ADOPTED this 14th day of September, 2015.

Mayor

Corporate Officer

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1973-A1, as passed by the Municipal Council of the City of Grand Forks on the _____ day of _____, 2015.

Corporate Officer of the Municipal Council of the
City of Grand Forks

Date Signed

DRAFT

Bylaw No. 1973-A1

Page 1 of 3

SCHEDULE "A"
SERVICE CHARGES

1. Charges for installation of water service:

- (a) Residential: 19 mm diameter (3/4") & 24.5 mm diameter (1")
***NOTE: Water Meter Mandatory**

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- (b) Commercial, Industrial & Institutional
***NOTE: Water Meter Mandatory**

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- (c) Renewal (upgrading, including meter retrofit)

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- d) Additional service costs not included in (a), (b), and (c) above:

i) Service or main extension (greater than 25.4 mm diameter and/or where the service line exceeds 15 m in length) – **At Cost**

ii) Restoration including but not limited to: asphalt road repair, concrete curb, sidewalk (concrete), and boulevard landscaping – **At Cost**

iii) Inspections and/or pressure testing \$150.00

2. Charges for each time the water supply is turned on/off

During normal working hours (Monday – Friday) \$ 50.00

3. Charges for after-hours callout – evenings, weekends, statutory holidays

Private property issue \$ 250.00

4. Purchase of water from City Bulk Water Facility

Rate per cubic meter or portion thereof \$4.00

5. Water Meter Installation – subject to Sections 10.2, 10.7 & 11.1

(a) Standard in-house installation

At Cost by Contractor, plus 15%

(b) In-house installation with modifications*

At Cost by Contractor, plus 15%

(c) Pit meter

At Cost by Contractor, plus 15%

(d) Water meter for new house construction

At Cost supplied by City, plus 15% added to utility bill

*Any modifications to water meter installation that result in the requirement for a manual read of the meter will result in a reading charge.

6. Additional Charges

(a) Manual meter reading charge – per occurrence \$ 25.00

(b) Meter re-read at Customer's request – per occurrence \$ 25.00

(c) Meter testing at Customer's request – per occurrence At Cost

(d) Water meter tampering charge – per occurrence \$200.00

(e) Charge for damage due to tampering

(f) Curb stop damaged by owner repaired by City At cost plus 15%

At Cost by Contractor for installation of new water meter plus the water meter tampering charge.

Schedule A
Bylaw No. 1973-A1
Page 3 of 3

7. User Rates – Effective July 1, 2014

	Per Unit Bi-monthly Fixed Charge & Capital Charge	Per Account (per meter) Bi-monthly Fixed Charge & Capital Charge	Per Account Bi-monthly Customer Charge	Per Cubic Meter	Bi-Monthly Variable Water Charges for Non-Metered, Per Residence
User Class					
Metered Multi-Family Apartment (one tax folio)	\$29.18		\$7.17	\$0.116	
Commercial Office Properties (water use restricted to staff washroom)		\$27.14	\$7.17	\$0.116	
Commercial (Class06) Properties not listed below		\$60.42	\$7.17	\$0.127	
Large Industrial (Class 04) Properties		\$60.42	\$7.17	\$0.127	
Commercial laundry, car wash Properties		\$60.42	\$7.17	\$0.127	
Hotels, Restaurants, Malls		\$60.42	\$7.17	\$0.127	
Institutions, schools, recreation facilities (arenas, pools) irrigation systems		\$60.42	\$7.17	\$0.127	
Buildings not connected to Water System on lots where service is available		\$22.02	\$7.17		
Residential Properties not metered	\$46.34		\$7.17		\$16.79

THE CORPORATION OF THE CITY OF GRAND FORKS

WATER REGULATIONS BYLAW NO. 1973

A bylaw to provide for the regulation and use of the water system of the City of Grand Forks

WHEREAS the City of Grand Forks has established and operates a water system pursuant to its powers under the Community Charter, for the purpose of providing water to the residents, institutions, commercial and industrial users, and all other consumers in the City;

AND WHEREAS the City Council of the City of Grand Forks deems it necessary to set the rates, fees, charges and terms and conditions under which water may be supplied, protected and used;

NOW THEREFORE, the Council of the Corporation of the City of Grand Forks, in open meeting assembled, **ENACTS** as follows:

1. TITLE

- 1.1 This bylaw may be cited for all purposes as the **“Water Regulations Bylaw No. 1973, 2014”**.

2. DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:

“Agricultural User” means any Owner of land in the Agricultural Land Reserve or bona fide agricultural land that is connected to the Waterworks System;

“Applicant” means any Owner or duly authorized agent making an application for Service, Water Connection/Disconnection, or the Turn-on or Turn-off of water;

“Backflow Preventer” means a mechanical apparatus installed in a water system that prevents the backflow of contaminants into the potable Waterworks System;

“Bi-monthly” means every two-month period;

“Bone Fide Agricultural Land” means land used for agricultural purposes, as defined by the BC Assessment Authority;

“Bylaw Enforcement Officer” means a person in a class prescribed under section 273 (c) of the *Community Charter* who is designated by a local government as a bylaw enforcement officer, and every Peace Officer;

“City” means the Corporation of the City of Grand Forks;

“City specifications” means the specifications, drawings and other standards for works and services established under the **Subdivision, Development and Servicing Bylaw No. 1424, 1994**.

“Collector” means the Person appointed from time to time by Council as the Collector;

“Collector’s Roll” means a list of each property served by the Waterworks System that is liable to water charge, and which designates the Owner as a Domestic User, a Non-Domestic User, an Agricultural User or a combination thereof;

“Commercial” means all industrial, utility and business properties as defined as Class 2,4,5 and 6 under the *B.C. Assessment Act* and any institutional and apartment buildings with three or more units and any residential with two or more units within the same assessment folio, upon written application by the Owner;

“Council” means the Municipal Council of the Corporation of City of Grand Forks;

“Curb Stop” means the valve on a Service pipe located on the street or lane at or near an Owner’s Parcel Boundary;

“Customer” means any person, company, or corporation who has opened a service account with the City for the purpose of being supplied water from the City Waterworks System;

“Domestic User” means any Owner of land connected to the Waterworks System using water for residential household requirements, sanitation, fire prevention, or lawn and garden irrigation purposes;

“Dwelling Unit” means a building or a part of a building in which a person or persons live. This means one or more rooms are to be used as or designed as a residence, which contains sleeping, cooking and sanitary facilities and has an independent entrance, either directly from outside a building or from a common hallway inside a building.

“Manager of Operations” means the individual appointed by Council to manage and oversee the day-to-day operation of the Waterworks System or his/her designate and, along with other City staff, to administer this bylaw;

“Meter Pit” means a chamber installed below or above the ground over a residential or irrigation water Service for the purpose of installing a Water Meter;

“Non-Domestic User” means any Owner of land connected to the Waterworks System that is not using water as a Domestic User or Agricultural User;

“Occupier” has the same meaning as in the Community Charter, as amended from time to time;

“Owner” has the same meaning as in the Community Charter, as amended from time to time;

“Parcel Boundary” means the line that defines the perimeter of a parcel of land;

“Person” includes a corporation, partnership or party, and the Personal or legal representatives of a Person to whom the context can apply, according to law;

“Service” means and includes the supply of water to any Owner or any lot, and all the pipes, valves, fittings, meters, connections and other things necessary for the purpose of such supply;

“Service Connection” means the connecting line from the Waterworks System to the Parcel Boundary, and includes all related pipes, shut off valves and other appurtenances;

“Single-family Detached Dwelling” means a Dwelling Unit generally designed for and occupied by one family;

“Sprinkling” means to allow water from the City’s water supply to enter onto lawns, gardens and other outdoor areas;

“Turn-off” means to discontinue the Service to any Owner or any lot by closing a Curb Stop or by such other means as the City finds appropriate;

“Turn-on” means to commence the Service to any Owner or any lot by opening a Curb Stop or by such other means as the City finds appropriate;

“Water Connection” means the pipes and appurtenances on private property used or intended to be used to conduct water from the Curb Stop to the private property;

“Water Meter” means an apparatus or device used for measuring the volume of water passing through it, and includes any accessories such as a remote reader device and the connecting cable;

“Water User” means any Person who is the Owner or agent for the Owner of any premises to which the Service is provided, and also any Person who is the Occupier of any such premises, and also any Person who is actually a user of water supplied to any premises;

“Waterworks System” means the entire water system of the City, including, without limitation, the distribution system and the intake, reservoirs, and any water treatment facilities.

3. GENERAL PROVISIONS

- 3.1 To the extent that the City has not already established the Service of water supply, the City hereby establishes the Service of supplying water to the City through the Waterworks System and operating, constructing, maintaining and regulating the Waterworks System.
- 3.2 The City does not guarantee water pressure, continuous supply or direction of water flow. The City reserves the right at any time, without notice, to change the operating pressure, to shut off water or to change the direction of flow. The City, its officers, employees, nor agents shall be liable for any damage or other loss caused by changes in water pressure, shutting off water or change in direction of flow or by reason of the water containing sediments, deposits, or other foreign matter.
- 3.3 Nothing contained in this bylaw shall be construed to impose any liability on the City to provide water to any Person or property or to provide a continuous supply of water or water of any particular quantity or quality.
- 3.4 Any supply of water by the City is subject to the following conditions, in addition to the other conditions set out in this Bylaw:
- (a) the City is not responsible for the failure of the water supply as a result of any accident or damage to the Waterworks System;
 - (b) the City is not responsible for any excessive water pressure or lack of water pressure;
 - (c) the City is not responsible for any temporary stoppage of water supply on account of alterations or repairs to the Waterworks System,

whether such arises from the negligence of any Person in the employ of the City or another Person, or through natural deterioration or obsolescence of the Waterworks System or otherwise.

4. APPLICATIONS FOR SERVICE CONNECTION AND WATER CONNECTION

- 4.1 An Owner or an Owner's duly authorized agent must make an application to the City to install a Service Connection from the Waterworks System to the Owner's Parcel Boundary, and a Water Connection from the Curb Stop to his or her private property, and shall submit the application on the required form(s), as provided by the City and amended from time to time. Such Applicant shall, on making the application, pay to the City the applicable fee(s) as set out in **Schedule A**.

5. CONSTRUCTION OF THE SERVICE CONNECTION

- 5.1 Upon a completed application being received for the installation of a Service Connection, and payment of applicable fee(s) in full, a contractor pre-approved by the City may install a Service Connection from the Waterworks System to the Parcel Boundary and a Curb Stop at the Parcel Boundary.
- 5.2 An Owner is responsible for the installation of a Service Connection and a Curb Stop at the Parcel Boundary, at his or her sole cost.
- 5.3 Each property shall have only one Service Connection except where a separate connection is required by the Manager of Operations.
- 5.4 The size of the pipe to be used in providing a Service Connection to any premises and also the position in the street in which the Service Connection is to be laid shall be determined by the Manager of Operations.
- 5.5 No work of any kind in relation to a Service Connection, either for the laying of a new Service Connection or repair of an existing Service Connection, shall be done by any Person other than a contractor approved by the Manager of Operations.

6. CONSTRUCTION OF THE WATER CONNECTION

- 6.1 Upon a completed application being received for the installation of a Water Connection, and payment of the applicable fee(s) in full, the Owner may install a Water Connection from the Curb Stop to the Owner's private property, and the Manager of Operations shall classify the Owner as either a Domestic User, a Non-domestic User, an Agricultural User, or any combination thereof.
- 6.2 An Owner is responsible for the installation of a Water Connection, at his or her sole cost.
- 6.3 Installation of a Water Connection must comply with the following requirements:

- (a) the type and size of pipe used for the Water Connection must meet the standards for piping as determined by the Manager of Operations or his/her designate;
 - (b) all Water Connection lines shall be installed to provide a minimum depth of 1.5 metres cover;
 - (c) where required by the Manager of Operations, a Backflow Preventer must be installed at the building as close as possible to the entrance point of the Water Connection into the building; and
 - (d) after the Water Connection lines have been installed, the Owner must not backfill the excavation until the installation of the Water Connection has been inspected and approved by the City.
- 6.4 No work of any kind in relation to a Water Connection, either for the laying of a new Water Connection or repair of an existing Water Connection, shall be done by any Person other than a contractor approved by the Manager of Operations.
- 6.5 The Owner is solely responsible for supplying, installing and maintaining the Curb Stop and the connection or joint at the property line between the Service Connection and the Water Connection.
- 6.6 The Owner is responsible for any damage caused by the Owner to the Curb Stop and must immediately notify the Manager of Operations of any such damage.
- 6.7 Where required by the Manager of Operations, an Owner shall install a pressure-reducing device on his or her property, to the satisfaction of the Manager of Operations.
- 6.8 An Owner is responsible for maintaining the Water Connection and Backflow Preventer in good repair and in a clean and sanitary condition at all times, and must remedy any defect in the Water Connection as soon as the Owner becomes or is made aware of the defect. The Owner must immediately advise the Manager of Operations of any defect in the Water Connection.

7. WATER TURN-OFF / TURN-ON

- 7.1 All applications for the Turn-off or Turn-on of the water Service must be made in writing to the Manager of Operations not less than forty-eight (48) hours before the Turn-off or Turn-on is required.
- 7.2 On application by a property Owner or duly authorized agent, on the required form(s) as provided by the City and amended from time to time, the applicant shall pay the applicable fee as set out in **Schedule A**.

- 7.3 Any Person who applies to the City for the Turn-on of the Service shall provide to the Manager of Operations confirmation that the Water Connection was satisfactorily tested, inspected and approved by the City.
- 7.4 No Person shall make an application for the Turn-off of the Service from any premises in use, or occupied by any other Person, until such use or occupation has ceased, the premises have been vacated, or the occupying Person consents.
- 7.5 Any unauthorized Person found to have turned the water on or off is guilty of an offence under this bylaw and will be subject to a penalty in accordance with Section 12.11.

8. WATER DISCONNECTION/RECONNECTION

- 8.1 When any building within the City is removed, demolished or abandoned, application for disconnection of a water Service shall be made in writing, by the property Owner, on the required form(s) as provided by the City and amended from time to time and delivered to the City Office. Until such application has been submitted, water rates may be charged as prescribed in **Schedule A** to the property Owner.
- 8.2 All applications for the disconnection or reconnection of the water Service must be made in writing to the Manager of Operations not less than one (1) week before the disconnection/reconnection is required.
- 8.3 On application by a property Owner or duly authorized agent, on the required form(s) as provided by the City and amended from time to time, the applicant shall pay the applicable fee as set out in **Schedule A**.
- 8.4 Any Person who applies to the City for reconnection of the Service shall provide to the Manager of Operations confirmation that the Water Connection was satisfactorily tested, inspected and approved by the City.
- 8.5 Any unauthorized Person found to have disconnected from or reconnected to the water Service is guilty of an offence under this bylaw and will be subject to a penalty in accordance with Section 12.11.

9. RESTRICTIONS ON USE OF WATER

- 9.1 Council may at such times and for such length of time as is considered necessary or advisable by Council, restrict or prohibit irrigation, yard and garden Sprinkling, car washing and private pool filling to reduce water usage when it considers water to be in short supply and every Person shall abide by such restriction or prohibition.

- 9.2 The City may at such times and for such length of time as is considered necessary or advisable by Council, restrict or prohibit other water uses when it considers water to be in short supply and every Person shall abide by such restriction or prohibition.

10. WATER METERS

- 10.1 Every Owner of property that receives the supply of water from the Waterworks System shall, at the sole cost of the Owner, purchase a Water Meter from the City and shall install the Water Meter on his or her property in compliance with the provisions of this bylaw.
- 10.2 Notwithstanding Section 10.1, the City shall supply and install Water Meters to those properties built prior to January 1, 2015, free of charge.
- 10.3 Only one Water Meter shall be installed for each Water Connection on a property.
- 10.4 The Manager of Operations may determine and specify the type and size of Water Meters for each type of property and use, considering the Manager of Operation's estimate of water consumption and other factors considered relevant by the Manager of Operations.
- 10.5 Every Water Meter shall be installed by a certified plumber or qualified contractor retained by the Owner of the parcel and approved by the Manager of Operations.
- 10.6 Where water services a single building on private property, the Water Meter shall be located in the building as close as possible to the entrance point of the Water Connection into the building, unless otherwise approved by the Manager of Operations.
- 10.7 Notwithstanding Section 10.6, the Owner of each newly constructed Single-family Detached Dwelling in the City shall install a water meter within the Dwelling Unit or a Meter Pit, as per current industry standards as determined by the Manager of Operations, with a Water Meter at the Parcel Boundary. For clarity, a newly constructed single-family detached dwelling is any single-family detached dwelling constructed after adoption of this bylaw. The City will provide a water meter free of charge up until July 31, 2015.
- 10.8 Where water services multiple-unit housing or Commercial, industrial or institutional property, the Water Meter must be located within a meter room or some other location approved by the Manager of Operations.
- 10.9 The Owner shall maintain the Water Meter on his or her property in good repair and shall not tamper with the Water Meter in any manner. The Owner shall

provide adequate protection for the Water Meter against freezing, heat and other severe conditions that might damage the Water Meter.

- 10.10 If any breakage, stoppage or other irregularity in a Water Meter is observed by an Owner, the Owner shall notify the Manager of Operations immediately.
- 10.11 If a Water Meter installed on a property is destroyed, lost or damaged in any way, the Owner shall repair or replace the Water Meter at his or her sole cost.
- 10.12 An Owner must, at all reasonable times, provide adequate, convenient, and unobstructed access to the City for inspecting and reading the Water Meter.
- 10.13 No Person shall remove or in any way disturb a Water Meter except under the direction of the Manager of Operations.
- 10.14 The Service shall not be activated to a property until a Water Meter has been installed on the property and any Meter Pit has been inspected by the City and found to be in compliance with this bylaw.
- 10.15 If the City or an Owner questions the accuracy of the record of a Water Meter, the City shall designate a qualified professional to remove and test the Water Meter.
- 10.16 If the test performed under Section 10.15 discloses that the Water Meter is not less than 98% accurate in recording the water passing through the Water Meter, the party questioning the accuracy of the Water Meter shall pay the meter testing fee specified in **Schedule A**. If the test performed under Section 10.15 discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the cost of the test shall be borne by the City.
- 10.17 If the test performed under Section 10.15 discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the City shall repair or replace the Water Meter, at its own cost.
- 10.18 If the test performed under Section 10.15 discloses that the Water Meter is less than 98% accurate in recording the water passing through the Water Meter, the Manager of Operations shall adjust the Owner's water bill by the amount of the inaccuracy for a period not exceeding one (1) year. The adjustments shall only apply to the Owner who overpaid or underpaid and not to any subsequent Owner of the property.

11. FAILURE TO INSTALL A WATER METER

- 11.1 If an Owner fails to install a Water Meter as required by this bylaw, the City may, upon giving notice to the Owner, install a Meter Pit and Water Meter at the Curb Stop at the sole cost of the Owner. Prior to and including July 31, 2015 the

Owner will be responsible for the difference in cost between in-home installation and Meter Pit installation. After July 31, 2015 the Owner will be responsible for all costs associated with installation.

12. OFFENCES AND PROHIBITIONS

12.1 No Person shall:

- (a) connect or maintain any connection to, or use water from the Waterworks System without first obtaining permission from the Manager of Operations in accordance with this bylaw;
- (b) connect, cause to be connected or allow to remain connected any building on any property already connected to the Waterworks System to any other source of water;
- (c) connect, cause to be connected or allow to remain connected to the Waterworks System any pipe, fixture, fitting, container, appliance or apparatus, in any manner which, under any circumstances, could cause or allow any part of the Waterworks System to become contaminated;
- (d) sell, dispose of or otherwise give away water from the City Waterworks System;
- (e) connect any apparatus, fitting, or fixture to the Waterworks System which may in any way harm the Waterworks System.

12.2 No Person shall cause, permit or allow any device or apparatus of any kind to be or remain connected to the Waterworks System or allow it to be operated in such a manner as to cause sudden large demands for water or otherwise affect the stability of water pressure in the Waterworks System and, for the purposes of this section, such prohibited devices and apparatuses include, without limitation:

- (a) booster pumps;
- (b) quick opening valves or quick closing valves;
- (c) flush meters;
- (d) rod hopper water closets;
- (e) water-operated pumps or siphons;
- (f) standpipes;
- (g) large outlets.

- 12.3 Notwithstanding Section 12.2, an Owner may apply to the Manager of Operations in writing for permission to connect a prohibited device or apparatus to the Waterworks System. Upon receiving permission from the Manager of Operations, the Owner may connect a prohibited device or apparatus to the Waterworks System, subject to any terms and conditions imposed by the Manager of Operations.
- 12.4 No Person shall destroy, injure, obstruct access to, or tamper with any hydrant, valve, Curb Stop, pipe, pump or other fixture of the Waterworks System or the Water Connection and no Person shall in any manner make any additions, alterations or other changes to the Waterworks System or the Water Connection.
- 12.5 No Person shall use water from the Waterworks System unless that usage is recorded by a properly functioning Water Meter that is installed and maintained in accordance with this bylaw.
- 12.6 No Person shall install any piping or other works designed to allow water from the Waterworks System to be used without that usage being recorded by a Water Meter.
- 12.7 Where the Manager of Operations considers that a Person has violated Section 12.5 or 12.6, the City may install a Meter Pit with a Water Meter at or near the Parcel Boundary of the property either on the property or on the adjacent highway.
- 12.8 Where the City has installed a Meter Pit with a Water Meter under Section 12.7, the Owner of the property in respect of which the Meter Pit with a Water Meter was installed shall pay to the City a fee equal to the cost incurred by the City to install the Meter Pit and Water Meter, including the cost of the pit and meter.
- 12.9 Where a Person has violated Section 12.4, 12.5 or 12.6, the Owner of the property in respect of which the violation has occurred shall pay to the City an unrecorded water usage penalty as set out in Municipal Ticket Information Bylaw No. 1957, and additional charges as described in **Schedule A**, whether or not the City has installed a Meter Pit with a Water Meter at or near the Parcel Boundary under Section 12.7.
- 12.10 Charges imposed under Section 12.8 or 12.9 are due and payable within 30 days of the date on which an invoice setting out the amount of the fee is mailed to the address of the Owner as shown on the assessment roll for the property referred to in those Sections and if unpaid on December 31 of the year in which the charges became due and payable, may be collected in the same manner and with the same remedies as property taxes.

- 12.11 Any Person who contravenes any of the provisions of this Bylaw is liable upon summary conviction to a minimum fine of not less than One Thousand Dollars (\$1000.00) and a maximum fine of Ten Thousand Dollars (\$10,000.00) and the cost of prosecution. Every day during which there is an infraction of this bylaw shall constitute a separate offence.

13. SHUT OFF OF WATER SUPPLY

- 13.1 The Manager of Operations may shut off the supply of water to any property for any or all of the following reasons:

- (a) a request for Turn-off or discontinuance of the Service;
- (b) maintaining, repairing, renovating, replacing, disinfecting or otherwise operating the Waterworks System;
- (c) an emergency that threatens the safety of the Waterworks System or the public;

and the City may shut off the supply of water to any property for any or all of the following reasons;

- (d) non-compliance with any provision of this bylaw;
- (e) shortage of water supply pursuant to Section 9.1 or 9.2 of this bylaw.

14. NOTICES OF WATER SHUT OFF

- 14.1 Where water supply is to be shut off for non-compliance with any provision of this bylaw, the City will give thirty (30) days notice to the Owner.
- 14.2 Where water supply is to be shut off for reason of non-compliance with any provision of this bylaw, the City will give the Person affected the opportunity to make representations to Council in respect of such non-compliance.
- 14.3 Where water supply is to be shut off for reason of shortage of water supply pursuant to Section 9.1 or 9.2 of this bylaw, the City will give at least seven (7) days notice, but no notice will be given where safety of life or property is at risk.
- 14.4 Where water supply is to be shut off for maintenance, repair, renovation, replacement, disinfection or other operation of the Waterworks System, the City will give at least two (2) working days notice for scheduled work, but no notice will be given where safety of life or property is at risk.
- 14.5 Notice under Sections 14.1, 14.3 and 14.4 may be given by one or more of the following:

- (a) posting notice on the property;
 - (b) providing notice on an Owner's water bill;
 - (c) mailing notice to the address supplied by the Owner or the address of the property;
 - (d) telephoning the Owner, which may include speaking directly to the Owner or leaving a message at the telephone number supplied by the Owner.
- 14.6 The City is not responsible for any notice failing to reach an Owner or other Water User prior to the shut off of water.
- 15. WATER USE CHARGES**
- 15.1 Property Owners shall be responsible for payment of all rates for water used and consumed on properties owned by them.
- 15.2 The user rates and charges specified in **Schedule A** are imposed and levied for water Services supplied by the City. All such rates shall be due and payable on or before the date shown as the DUE DATE on the Bi-monthly billing rendered by the City. These rates may also be paid on the City's Tax/Utility Preauthorized Pre-Payment Plan.
- 15.3 User rates and charges not paid by the DUE DATE shall be subject to an overdue account penalty, as set out in the current **Fees and Charges Bylaw**, on the working day after the DUE DATE and monthly thereafter.
- 15.4 For any new water Service connected to the City system during a Bi-monthly billing period, full basic charges for the billing period will apply and the user rates relating to consumption shall be based on recorded consumption. If no meter reading is available, the user rate will be prorated over the number of days from connection to the end of the billing period.
- 15.5 For any water Service disconnected or reconnected from the City system, Section 8 of this bylaw shall apply. Should the property Owner elect to have water Service to a building turned on or off, as described in Section 7 of this bylaw, water basic charges and user rates will continue to be charged.
- 15.6 The charges prescribed in **Schedule A** to cover the cost of disconnecting or reconnecting the service or turning the water supply "off" or "on" shall apply.
- 15.7 User rates shall be invoiced on a Bi-monthly basis.
- 15.8 Upon application, the City will permit qualifying customers, to make equal monthly payments. The payments will be calculated to yield during the period

ending in December, the total estimated amount that would be payable by the customer during the year. Application will be accepted at any time of the year. All accounts will be reconciled in December.

A customer will qualify for the plan provided the account is not in arrears and the customer expects to be on the plan for at least one (1) year.

The equal payment plan may be terminated by the customer, or the City, if the customer has not maintained his credit to the satisfaction of the City. The City deems credit to be unsatisfactory if, for any reason, two payments fail to be honoured. On the reconciliation date, or termination, the amounts payable by the customer to the City for water Service actually consumed during the equal payment period will be compared to the sum of equal payments made during the period. Any resulting amount owing by the customer will be paid to the City. An excess of payments over charges will be paid or credited by the City to the customer. If such amounts are less than \$10.00 (ten dollars), they will be carried forward and included in the calculation of the equal payments for the next period.

- 15.9 All rates and charges remaining unpaid on the 31st day of December in each year shall be added to and form part of the taxes payable in respect of the land and improvements therein, and shall be entered on the Collector's Roll as taxes in arrears.

16. INSPECTION

- 16.1 The Manager of Operations and any Bylaw Enforcement Officer may enter on any property at any reasonable time for the purpose of inspecting and ascertaining whether the regulations and requirements of this Bylaw are being observed.
- 16.2 No Person shall obstruct or interfere with the Manager of Operations or any Bylaw Enforcement Officer in the performance of his or her duties or the exercise of his or her powers under this bylaw.

17. SEVERABILITY

- 17.1 If any portion of this bylaw is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this bylaw.

18. REPEAL

- 18.1 The "Corporation of the City of Grand Forks Waterworks Regulation Bylaw No. 1501, 1997" and all amendments thereto are hereby repealed.

19. ENACTMENT

19.1 This bylaw is to take effect upon adoption by the Council of the Corporation of the City of Grand Forks.

READ A FIRST TIME this 21st day of July, 2014.

READ A SECOND TIME this 21st day of July, 2014.

READ A THIRD TIME this 21st day of July, 2014

FINALLY ADOPTED this 18th day of August , 2014.

Mayor

Corporate Officer

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1973, as passed by the Municipal Council of the City of Grand Forks on the 18th day of August, 2014.

Corporate Officer of the Municipal Council of the
City of Grand Forks

Date Signed

SCHEDULE "A"

SERVICE CHARGES

1. Charges for installation of water service:

- (a) Residential: 19 mm diameter (3/4") & 24.5 mm diameter (1")
***NOTE: Water Meter Mandatory**

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- (b) Commercial, Industrial & Institutional
***NOTE: Water Meter Mandatory**

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- (c) Renewal (upgrading, including meter retrofit)

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- d) Additional service costs not included in (a), (b), and (c) above:

- i) Service or main extension (greater than 25.4 mm diameter and/or where the service line exceeds 15 m in length)
- ii) Restoration including but not limited to: asphalt road repair, concrete curb, sidewalk (concrete), and boulevard landscaping

2. Charges for each time the water supply is turned on/off

During normal working hours (Monday – Friday) \$ 50.00

3. Charges for after-hours callout – evenings, weekends, statutory holidays

Private property issue \$ 250.00

4. Purchase of water from City Bulk Water Facility

Rate per cubic meter or portion thereof \$ 4.00

5. Water Meter Installation – subject to Sections 10.2, 10.7 & 11.1

(a) Standard in-house installation

At Cost by Contractor, plus 15%

(b) In-house installation with modifications*

At Cost by Contractor, plus 15%

(c) Pit meter

At Cost by Contractor, plus 15%

* Any modifications to water meter installation that result in the requirement for a manual read of the meter will result in a reading charge.

6. Additional Charges

(a) Manual meter reading charge – per occurrence \$ 25.00

(a) Meter re-read at Customer's request – per occurrence \$ 25.00

(b) Meter testing at Customer's request – per occurrence At Cost

(c) Water meter tampering charge – per occurrence \$ 200.00

(d) Charge for damage due to tampering

At Cost by Contractor for installation of new water meter plus the water meter tampering charge.

Schedule A
Bylaw No. 1973
Page 3 of 3

7. User Rates – Effective July 1, 2014

	Per Unit Bi-monthly Fixed Charge & Capital Charge	Per Account (per meter) Bi-monthly Fixed Charge & Capital Charge	Per Account Bi-monthly Customer Charge	Per Cubic Meter	Bi-Monthly Variable Water Charges for Non-Metered, Per Residence
User Class					
Metered Multi-Family Apartment (one tax folio)	\$28.50		\$7.00	\$0.113	
Commercial Office Properties (water use restricted to staff washroom)		\$26.50	\$7.00	\$0.113	
Commercial (Class06) Properties not listed below		\$59.00	\$7.00	\$0.124	
Large Industrial (Class 04) Properties		\$59.00	\$7.00	\$0.124	
Commercial laundry, car wash Properties		\$59.00	\$7.00	\$0.124	
Hotels, Restaurants, Malls		\$59.00	\$7.00	\$0.124	
Institutions, schools, recreation facilities (arenas, pools) irrigation systems		\$59.00	\$7.00	\$0.124	
Buildings not connected to Water System on lots where service is available		\$21.50	\$7.00		
Residential Properties not metered	\$45.25		\$7.00		\$16.40

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2014

A BYLAW TO AMEND THE CITY OF GRAND FORKS WATER REGULATIONS BYLAW NO. 1973

WHEREAS in accordance with the Community Charter, Council may, by bylaw, regulate and control the water service of the City of Grand Forks and amend rates, terms and conditions under which water service will be provided and supplied to all users and for the collection of rates for the service provided;

NOW THEREFORE, the Council for the Corporation of the City of Grand Forks in open meeting assembled **ENACTS** as follows:

1. This bylaw may be cited for all purposes as the **"City of Grand Forks Water Regulations Amendment Bylaw No. 2014, 2015"**.
2. That Bylaw No. 1973, cited as "City of Grand Forks Water Regulations Bylaw No. 1973, 2014", be amended by deleting "Schedule A" and replacing it with a new "Schedule A", which is identified as "Appendix 1" and attached to this bylaw.
3. That Bylaw No. 1973, cited as the "City of Grand Forks Water Regulations Bylaw No. 1973, 2014", be amended by adding Section 8.6 "Should the property owner elect to have the water service to a building turned on or off, as described in Section 8 of this bylaw, water customer charge and fixed and capital fees will continue to be charged."
4. That Bylaw No. 1973, cited as the "City of Grand Forks Water Regulations Bylaw No. 1973, 2014", be amended by deleting Section 10.1 and replacing it with a new 10.1 stating "Every Owner of property that receives the supply of water from the Waterworks System shall, at the sole cost of the Owner, pay for the cost of a Water Meter from the City and shall install the Water Meter on his or her property in compliance with the provisions of this bylaw. The Water Meter shall remain the property of the City of Grand Forks."
5. That this bylaw shall come into force and effect for all consumption billed for periods ended on or after July 1, 2015.

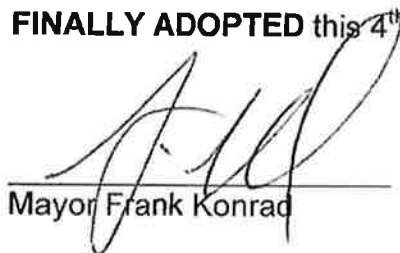
INTRODUCED this 7th day of April, 2015.

Read a **FIRST** time this 20th day of April, 2015.

Read a **SECOND** time this 20th day of April, 2015.

Read a **THIRD** time this 20th day of April, 2015.

FINALLY ADOPTED this 4th day of May, 2015.



Mayor Frank Konrad



Corporate Officer – Diane Heinrich

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 2014,
the "City of Grand Forks Water Regulations Amendment Bylaw No. 2014, 2015",
as passed by the Municipal Council of the Corporation of the
City of Grand Forks on the ____ day of _____.

Corporate Officer of the Municipal Council of the
City of Grand Forks

SCHEDULE "A"
SERVICE CHARGES

1. Charges for installation of water service:

- (a) Residential: 19 mm diameter (3/4") & 24.5 mm diameter (1")

***NOTE: Water Meter Mandatory**

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- (b) Commercial, Industrial & Institutional

***NOTE: Water Meter Mandatory**

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- (c) Renewal (upgrading, including meter retrofit)

At Cost by Contractor, including any additional service costs itemized in (d), plus 15%

- d) Additional service costs not included in (a), (b), and (c) above:

i) Service or main extension (greater than 25.4 mm diameter and/or where the service line exceeds 15 m in length) – **At Cost**

ii) Restoration including but not limited to: asphalt road repair, concrete curb, sidewalk (concrete), and boulevard landscaping – **At Cost**

iii) Inspections and/or pressure testing \$150.00

2. Charges for each time the water supply is turned on/off

During normal working hours (Monday – Friday) \$ 50.00

3. Charges for after-hours callout – evenings, weekends, statutory holidays

Private property issue \$ 250.00

4. **Purchase of water from City Bulk Water Facility**

Rate per cubic meter or portion thereof \$4.00

5. **Water Meter Installation – subject to Sections 10.2, 10.7 & 11.1**

(a) Standard in-house installation

At Cost by Contractor, plus 15%

(b) In-house installation with modifications*

At Cost by Contractor, plus 15%

(c) Pit meter

At Cost by Contractor, plus 15%

*Any modifications to water meter installation that result in the requirement for a manual read of the meter will result in a reading charge.

6. **Additional Charges**

(a) Manual meter reading charge – per occurrence \$ 25.00

(b) Meter re-read at Customer's request – per occurrence \$ 25.00

(c) Meter testing at Customer's request – per occurrence At Cost

(d) Water meter tampering charge – per occurrence \$200.00

(e) Charge for damage due to tampering

At Cost by Contractor for installation of new water meter plus the water meter tampering charge.

7. User Rates – Effective July 1, 2015

	Per Unit Bi-monthly Fixed Charge & Capital Charge	Per Account (per meter) Bi-monthly Fixed Charge & Capital Charge	Per Account Bi-monthly Customer Charge	Per Cubic Meter	Bi-Monthly Variable Water Charges for Non-Metered, Per Residence
User Class					
Metered Multi-Family Apartment (one tax folio)	\$29.18		\$7.17	\$0.116	
Commercial Office Properties (water use restricted to staff washroom)		\$27.14	\$7.17	\$0.116	
Commercial (Class06) Properties not listed below		\$60.42	\$7.17	\$0.127	
Large Industrial (Class 04) Properties		\$60.42	\$7.17	\$0.127	
Commercial laundry, car wash Properties		\$60.42	\$7.17	\$0.127	
Hotels, Restaurants, Malls		\$60.42	\$7.17	\$0.127	
Institutions, schools, recreation facilities (arenas, pools) irrigation systems		\$60.42	\$7.17	\$0.127	
Buildings not connected to Water System on lots where service is available		\$22.02	\$7.17		
Residential Properties not metered	\$46.34		\$7.17		\$16.79

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Corporate Services

Date: October 13th, 2015

Subject: Council's consideration to approve existing Bylaw No. 1999 as the Election's Bylaw for the upcoming By-Election

Recommendation: **RESOLVED THAT Council determines that Bylaw No. 1999, "A bylaw to provide for the determination of various procedures for the conduct of local government elections and other voting", is satisfactory as the bylaw to be utilized for the upcoming by-election.**

BACKGROUND: With a by-election in our future, the City of Grand Forks is legislatively obligated to have an Elections Procedure Bylaw in place. We have the ability to adopt an amended or new bylaw, or resolve to accept the existing bylaw. Our legislation dictates that an elections bylaw needs to be in place at least six weeks prior to the start of the nomination period. The City's current Bylaw No. 1999, 2014, which determines various procedures for the conduct of local government elections and other voting, addresses all the procedures and needs of the upcoming By-Election.

Because the projected caliber of the by-election is far less than that of a major election, Council may opt not to have or reduce, the number of venues for Special Voting Opportunities. If this is Council's wish, Staff can put forward an amended Elections bylaw to reflect as such.

The City is legislatively obligated to have one advance voting opportunity, which is Staff's recommendation at this time; however, with reference to Section 3, the Chief Election Officer would have the authorization to add an additional Advance Voting opportunity if the need presented itself during the election process.

Section 6 refers to the Ballots section, and although there is reference to voting machines under (b), Staff's recommendation is that a standard paper ballot without the use of machines would be the most financially viable option for the by-election. The reference to voting machines would only be viable should the caliber of the by-election increase.

Council was presented with the existing elections bylaw at the Committee of the Whole on September 14th. This bylaw is now presented at a Regular meeting for the decision to choose to utilize the existing bylaw, as presented, or to direct staff to create an amended bylaw with consideration of changes as directed by Council.

Benefits or Impacts of the Recommendation:

General: The elections bylaw will be in place considering the upcoming by-election.

REQUEST FOR DECISION

— REGULAR MEETING —



Strategic Impact: N/A

Financial: It is estimated that one by-election would cost approximately \$8000 to \$10,000 dollars and that funding for this would be included in the 2016 Financial Plan.

Policy/Legislation: The municipality is legislatively required to have an Election Procedures Bylaw in accordance with the Local Government Act

Attachments: -Elections Bylaw No. 1999; -Excerpts from the Local Government Act as it pertains to By-Elections

Recommendation: **RESOLVED THAT Council determines that Bylaw No. 1999, "A bylaw to provide for the determination of various procedures for the conduct of local government elections and other voting", is satisfactory as the bylaw to be utilized for the upcoming by-election.**

OPTIONS:

1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT.
2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT.
3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION OR AMENDMENTS.

	
Department Head or CAO	Chief Administrative Officer

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1999

**A BYLAW TO PROVIDE FOR THE DETERMINATION OF VARIOUS PROCEDURES
FOR THE CONDUCT OF LOCAL GOVERNMENT ELECTIONS
AND OTHER VOTING.**

Under the Local Government Act, the Council may, by bylaw, determine various procedures and requirements to be applied in the conduct of local government elections and other voting.

Council for the Corporation of the City of Grand Forks wishes to establish various procedures and requirements under that authority.

The Council for the Corporation of the City of Grand Forks, in an open meeting of Council, enacts as follows:

1. Definitions

In this bylaw:

"Elector" means a resident elector or property elector of the jurisdiction as defined under the Local Government Act.

"Election" means an election for the number of persons required to fill a local government office.

"General Local Election" means the elections held for the Mayor and all Councillors of the Municipality, which must be held in the year 2014 and in every 4th year after that.

"General Voting Day" means:

- (a) for a general local election, set under Section 36(2) of the Local Government Act;
- (b) for other elections, the date set under Sections 37(5), 38(1) or (3) or 142(5) of the Local Government Act, and
- (c) for other voting, the date set under Section 162 of the Local Government Act.

"Jurisdiction" means, in relation to an election, the Municipality for which it is held.

"Local Government" means:

- (a) in relation to a Municipality, the Council.

"Other Voting" means voting on a matter referred to in Section 158 of the Local Government Act.

2. **Register of Resident Electors**

As authorized under Section 62 of the Local Government Act, the most current list of voters prepared under the Elections Act, existing at the time an election or other voting is to be held, is deemed to be the register of resident electors for the Municipality.

3. **Additional General Voting Opportunities**

The Council authorizes the Chief Election Officer to establish additional general voting opportunities for general voting day for each election or specified election or other voting and to designate the voting places and voting hours with the limits set out in Section 96(2) of the Local Government Act, for such voting opportunities.

4. **Additional Advance Voting Opportunities**

As authorized under Section 98 of the Local Government Act, the Council authorizes the Chief Election Officer to establish additional advance voting opportunities for each election or specified election or other voting to be held in advance of general voting day and to designate the voting places, establish the date and the voting hours for these voting opportunities.

5. **Special Voting Opportunities**

- (a) In order to give electors who may otherwise be unable to vote, an opportunity to do so, the Council will provide Special Voting Opportunity as authorized under Section 99 of the Local Government Act, for each election or specified election or other voting at the following places and shall be open during the hours hereinafter specified:

1. Phoenix Manor Retirement Home
876-72nd Avenue, Grand Forks BC
 - the voting place shall be open as determined by the Chief Elections Officer
2. Boundary Lodge Assisted Living
7130 – 9th Street, Grand Forks, BC

- the voting place shall be open as determined by the Chief Elections Officer
- 3. Boundary Hospital & Hardyview Lodge
(Includes all Cottages on the property)
7649-22nd Street, Grand Forks, B.C.
- the voting place shall be open as determined by the Chief Elections Officer
- 4. Silver Kettle Village, 2350-72nd Avenue, Grand Forks, B.C.
- the voting place shall be open as determined by the Chief Elections Officer
- (b) The following procedures for voting and for conducting the voting proceeding apply to the special voting opportunity:
 - (i) Provision is made to allow for bedside voting.
- (c) The number of candidate's representatives who may be present at the special voting opportunity is limited to one.
- (d) The following restriction applies to persons who may vote at a Special Voting Opportunity:
 - (i) The only electors who may vote at the Special Voting Opportunity on the date when the Special Voting Opportunity is held are those voters who are residents of the facilities or those who have been admitted as patients to the Hospital and facilities Staff.

6. **Ballots**

Pursuant to Section 104 of the Local Government Act, the Chief Election Officer shall establish the form of ballots to be used in the general local election or other voting. Such determination includes the utilization of the Automated Ballots, for Voting Machines or Printed Ballot as follows:

- (a) Printed Ballots shall be in the form prescribed in Section 104 and 105 of the Local Government Act;
- (b) Use of Voting Machines shall be in accordance with Section 101 of the Local Government Act as outlined in the City of Grand Forks' "Automated Voting Machines for General Local Elections and Other Voting Bylaw No. 2000"

7. **Order of Names on Ballot**

The order of names of candidates on the ballot will be determined by alphabetical order in accordance with Section 106 of the Local Government Act.

8. **Number of Scrutineers at Voting Places**

As authorized under Section 110(2) (d) of the Local Government Act, the number of scrutineers for each candidate that may attend at an election is a maximum of one scrutineer for each ballot box in use.

9. **Resolution of Tie Votes after Judicial Recount**

In the event of a tie vote after judicial recount, the tie vote will be resolved by conducting a lot in accordance with Section 141 of the Local Government Act.

11. This bylaw may be cited as the "**Procedures for the Conduct of Local Government Election and Other Voting Bylaw No. 1999, 2014**".

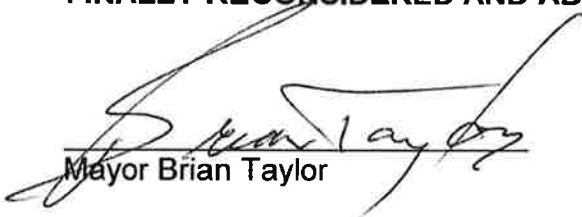
INTRODUCED this 26th day of May, 2014.

Read a **FIRST** time this 9th day of June, 2014.

Read a **SECOND** time this 9th day of June, 2014.

Read a **THIRD** time this 9th day of June, 2014.

FINALLY RECONSIDERED AND ADOPTED this 23rd day of June, 2014.



Mayor Brian Taylor



Corporate Officer, Diane Heinrich

CERTIFICATE

I hereby certify the foregoing to be a true copy of bylaw No. 1999, as adopted by the Municipal Council of the City of Grand Forks on the 23rd day of June, 2014.

Corporate Officer of the Municipal Council of the
City of Grand Forks

- (c) a description of the qualifications established by subsection (5) (a) that entitle an elector to vote for a council member to represent the neighbourhood constituency.

By-elections

37 (1) Subject to this section, an election must be held to fill a vacancy in an elected local government office that occurs in any of the following circumstances:

- (a) the person elected or appointed to the office dies before taking office;
- (b) the office is declared vacant on an application under section 143 [*application to court respecting validity of election*], or a candidate affected by the application renounces claim to the office under subsection (9) of that section;
- (c) the person holding the office dies;
- (d) the person holding the office resigns from office;
- (e) the office becomes vacant under Division 7 [*Challenge of Council Member Qualification for Office*] of Part 4 of the *Community Charter* as it applies in relation to that office.
- (f) the office becomes vacant under
 - (i) section 64 (2) [*candidate disqualification penalties for failure to disclose*], or
 - (ii) section 65 (1) (a) [*candidate disqualification penalties for false or misleading disclosure*],of the *Local Elections Campaign Financing Act*.

(2) A local government may decide that a by-election is not to be held if the vacancy occurs after July 1 in the year of a general local election that will fill the office.

(3) In addition to the authority under subsection (2), a council may decide that a by- election is not to be held if all the following circumstances apply:

- (a) the vacancy occurs after January 1 in the year of a general local election that will fill the office;
- (b) the vacancy is not in an office elected on the basis of a neighbourhood constituency;
- (c) the number of remaining council members is at least one greater than the quorum for the council, as set under section

129 (1) [*quorum for conducting business*] of the *Community Charter*.

① (4) As soon as practicable after a vacancy occurs for which an election under this section is to be held, the local government must appoint a chief election officer for the election.

② (5) The chief election officer must set a general voting day for the election, which must be on a Saturday no later than 80 days after the date the chief election officer was appointed.

(6) If the number of members of a local government is reduced to less than a quorum, the minister may either

(a) order that the remaining members of the local government constitute a quorum until persons are elected and take office to fill the vacancies, or

(b) appoint qualified persons to fill the vacancies until persons are elected and take office to fill them.

✓ (7) A person elected in a by-election holds office until the end of the term of the office in respect of which the election was held.

Minister's order for election to be conducted

38 (1) If an election is not held or a vacant office is not otherwise filled as required under this Act, the minister may

(a) set a general voting day for the election, appoint a chief election officer and otherwise arrange for the election to be conducted, or

(b) order the designated local government officer to arrange for the election to be conducted.

(2) If considered necessary in relation to an election under subsection (1), the minister may make orders to provide for the conduct of the election and for the governing of the municipality or regional district until the candidates elected in that election take office, including orders that provide for exceptions to provisions of this Act and regulations or bylaws under this Act.

(3) The general voting day for an election under this section must be on a Saturday set by the minister or by the chief election officer in accordance with the directions of the minister.

③ **Election bylaws**

39 (1) Unless otherwise provided, in order for a bylaw under

- (a) this Part,
- (b) section 551 *[regulation of signs and advertising]*, or
- (c) section 8 (4) *[fundamental powers — signs and advertising]* of the *Community Charter*

to apply in relation to a general local election, the bylaw must be adopted at least 8 weeks before the first day of the nomination period of the general local election.

3a)

(2) Unless otherwise provided, in order for a bylaw referred to in subsection (1) to apply in relation to an election under section 37, the bylaw must be adopted at least 6 weeks before the first day of the nomination period for the election.

Costs of elections

40 (1) The costs of an election, including the costs of registration of electors for the election, are the responsibility of the municipality or regional district for which the election is held unless otherwise agreed.

(2) The costs of an election may be shared under an agreement between the local government and another local government, the council of the City of Vancouver or a board of school trustees for the conduct of the election by one party for the other or in conjunction with an election of the other.

(3) A local government that is a party to an agreement under subsection (2) may, by bylaw, provide that the bylaws of the other party respecting elections apply to elections conducted under the agreement.

(4) An agreement referred to in subsection (2) may provide for a party to conduct only some of the election proceedings for or in conjunction with the other party.

(5) An election to which an agreement referred to in subsection (4) applies is valid despite the agreement and any bylaws in relation to it having the effect of creating differences in election proceedings between different parts of the election area for which an election is held.

(6) Without limiting subsection (4), an agreement referred to in that subsection may allow a local government to restrict the persons who may vote at the election proceedings conducted under the agreement to persons who are entitled to be registered as electors in relation to a specified part of the election area for which the election is held.

(7) If a restriction under subsection (6) applies, on any day on which an advance voting opportunity conducted under the agreement is open to electors of only part of the election area for which the election is held, an

advance voting opportunity must be open to all electors of that election area on the same day.

(8) So long as any required advance voting opportunities are provided, no bylaw is necessary for an advance voting opportunity required by subsection (7), and the voting opportunity may be held at the place and for the voting hours established by the chief election officer.

(9) The chief election officer must give notice of a voting opportunity to which subsection (8) applies in any manner the chief election officer considers appropriate, including in the notice the date, place and voting hours for the voting opportunity.

Appointment of election officials

41 (1) For the purposes of conducting an election, the local government must appoint a chief election officer and a deputy chief election officer.

(2) The chief election officer must appoint election officials required for the administration and conduct of the election.

(3) Without limiting the generality of subsection (2), the chief election officer must appoint the following:

(a) presiding election officials for election proceedings where the chief election officer is not acting as presiding election official;

(b) election officials to act as alternate presiding election officials for election proceedings;

(c) election officials required to assist the presiding election official at election proceedings.

(4) The chief election officer may delegate the authority under subsection (3) (c) to the presiding election official for the election proceedings.

(5) The chief election officer may appoint peace officers as election officials to assist presiding election officials in fulfilling their duty to maintain peace and order at the election proceedings for which they are responsible.

(6) If an election official is absent or unable to act, a person appointed as deputy chief election officer or appointed under this section as alternate for the official must perform the duties and has the powers of the official.

(7) A candidate, candidate representative or financial agent may not be appointed as an election official.

(8) Before assuming duties, an election official must make a solemn declaration that the person

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Chief Financial Officer
Date: October 13, 2015
Subject: 2016 Permissive Tax Exemption Bylaw No. 2018
Recommendation: **RESOLVED THAT COUNCIL give first three readings to Bylaw No. 2018 - 2016 Permissive Tax Exemptions**

BACKGROUND:

2016 Annual Tax Exemption Bylaw No. 2018 was presented to the Committee of the Whole on September 14, 2015. This bylaw must be adopted by Council prior to October 31, 2015 to permissively exempt certain properties from municipal taxation in 2016. As per legislation, the City advertised the tax exemption notice for public consideration on September 16th and September 23rd, 2015 in the Grand Forks Gazette.

The application for each group, including financial statements, follows this report.

The following areas of land surrounding the buildings for public worship and hospitals are being exempted under Section 224(2)(f) of the Community Charter.

The United Church – 920 Central Avenue
The Pentecostal Church – 2826 75th Avenue
The Catholic Church – 7249 9th Street
The Anglican Church – 7252 7th Street
The Mennonite Brethren Church – 7048 Donaldson Drive
Christ Lutheran Church – 7328 19th Street
Grand Forks Christian Centre – 7525 4th Street
Jehovah's Witnesses Church – 7680 Donaldson Drive
First Baptist Church – 2495 76th Avenue

The estimated value of permissive exemptions above for 2016 is \$1,783.77.

As per Section 224(2)(a) and (i), the bylaw will also exempt the following recreational and non-profit organizations from the payment of the amount of expected City property taxes as outlined below on properties owned or occupied by:

Name	Estimated 2016 Property Taxes Exempted
Grand Forks Curling Club (7230 21 st Street)	\$ 8,457.01
Grand Forks Masonic Building Society (366 Market Avenue)	\$ 387.41
Sunshine Valley Child Care Society – Little People's Centre (978 – 72 nd Avenue)	\$ 1,505.45
Slavonic Seniors Citizens (686 – 72 nd Avenue)	\$ 520.62
Hospital Auxiliary Thrift Shop (7239 – 2 nd Street)	\$ 1,982.78

REQUEST FOR DECISION

— REGULAR MEETING —



Royal Canadian Legion (7353 – 6 th Street)	\$ 3,831.54
Grand Forks Senior Citizens Drop In Centre (City Park) (565 – 71 st Avenue)	\$ 3,376.71
Phoenix Manor Society (876 – 72 nd Avenue)	\$ 2,608.21
Grand Forks & Dist Housing Society (Boundary Lodge) (7130 – 9 th Street)	\$ 4,027.00
Whispers of Hope/BETHS (7212 Riverside Drive)	\$ 3,187.87

The estimated total value of permissive exemptions for the organizations above for 2016 is \$29,884.60.

At Committee of the Whole, Council questioned whether the organizations in question were not for profit organizations. With the exception of the Curling Club, the current organizations being exempted must be non-profit corporations to qualify for the exemption. The Curling Club may be exempted as they are an athletic club.

Council's past practice has been to maintain the status quo with regard to permissive exemptions. The current application form does not ask if the applicant is a not for profit organization. Should Council wish, in 2016 we can amend the application to include this question. The City could also require incorporation documents for the initial application and/or a yearly Certificate of Good Standing from each organization.

Benefits or Impacts of the Recommendation:

General:	The properties being exempted are used to provide valuable services to the Community. Granting tax exemptions will assist these organizations in continuing the operation of their facilities and in providing services to the residents of the community.
Financial:	Granting permissive tax exemptions to the properties listed above will reduce taxes collectible by the City by approximately \$ 31,668
Policy/Legislation:	Section 224 of the Community Charter
Attachments:	2016 Annual Tax Exemption Bylaw No. 2018

Recommendation:	RESOLVED THAT COUNCIL give first three readings to Bylaw No. 2018 - 2016 Permissive Tax Exemptions
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OPTIONS:	1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT
	2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT

REQUEST FOR DECISION

— REGULAR MEETING —



3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.

 Department Head or CAO	 Chief Administrative Officer
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APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by SEPT. 25, 2015 ~~July 31, 2015~~ at City Hall for consideration for tax exemption in the following year.

Name of applicant: Grand Forks Curling Club

Mailing address: P.O. Box 358, Grand Forks, BC V0H 1H0

Civic Address of the Property(s)
For Which the Exemption is being applied for: 7230 21st Street

Legal Description of the Property(s): Lot 1, D.L. 380, S.D. Y.D.
Plan KAP54909

Contact person: Leigh Wilson Jan Lavergne

Title: President Manager

Telephone Number: 442-3916 Email Address: ccgf@telus.net

Total Budget: _____

Most Current Financial Statement must be attached to this form.

Other sources of funding: see attached


/cont'd on next page

Describe your organization. Include a short history of your organization and briefly describe its goals and objectives. (Attach a separate sheet if necessary.)

Founded 1909, sod-turning of present location occurred in 1978.
Curling commenced 1979-80 season. 1985 facility ownership transferred
to Regional District of Kootenay Boundary with the Club operating +
maintaining the facility to date. The lounge facility is well used
by various groups and businesses in the region as well as citizens for
weddings and the like. The Club's goal is to continue providing a
safe, up to date facility for our region.

How does your organization benefit the Community of Grand Forks?

GFCC provides curling related events throughout the winter months encouraging
a healthier life styles, educational training + coaching as well as social
camaraderie. Large percentage of members is made up from the retirees as well
as juniors. Our curlers have competed at all levels of competition and have
won both Provincially + Nationally.

 President
Authorized Signature

**Actual 2014-2015
Financials**

REVENUE

Advertising, Signs & Trophies	\$5,373.21
Bonspiels	\$9,656.89
Confectionary	\$1,776.53
Dues, Club Membership	\$3,240.00
Dues, Curling	\$43,797.98
Dues, Curl BC	\$2,385.00
Dues, Spare	\$924.00
Donations	\$1,450.00
Facility Rentals	\$13,277.86
Ice Rentals	\$0.00
Interest	\$0.00
Liquor Sales	\$41,415.78
Locker Rental	\$1,100.00
Miscellaneous Revenue	\$750.49
Raffles	\$0.00
Rock Shop	\$1,410.76
Special Events	\$1,481.56
TV Monitors	\$1,006.38
Rentals - Tables/Chairs/Linens	\$100.00
TOTAL REVENUE	\$129,146.44

EXPENSES

Cost of Goods Sold	
Beer & Liquor	\$16,648.12
Confectionary	\$1,874.06
Rock Shop	\$1,893.59
Prizes	\$4,261.59
Catering	\$4,200.00
Curling Club Bucks/Gift Certificates	-\$20.00
Recycle Deposit/Return	-\$88.30
Sub Contracts	\$33,875.00
General & Administrative	
Advertising & Promotions	\$628.76
Business Fees and Licenses	\$650.00
Courier & Freight	\$850.56
Donations	\$0.00
Dues (Curl BC)	\$2,505.00
Equipment Purchases	\$8,988.30
Ice Supplies	\$2,597.80
Insurance	\$3,223.00
Interest & Bank Charges	\$125.55
Janitorial & Cleaning Supplies	\$1,885.03
Lounge Supplies	\$517.48
Office Supplies	\$624.41
Rent	\$5,000.00

Repairs & Maintenance	\$1,770.43
Security	\$272.00
Telecommunications	\$2,291.74
Travel	\$70.00
Trophies	\$577.86
Utilities	\$28,244.19
Workers Compensation	\$447.76
TOTAL EXPENSES	\$123,913.93
Difference	\$5,232.51

APPLICATION FOR TAX EXEMPT STATUS

Name of applicant: Grand Forks Masonic Building Society

Mailing address: Box 657 Grand Forks BC V0H 1H0

Civic address of property for which the Exemption is being applied for:
366 Market Avenue Grand Forks BC

Legal description of property: Lot 5, Block 10, Plan 23, SDYD



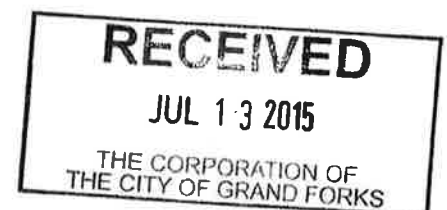
Contact persons: T. Gooderham PM, B. Ortis PM

Telephone #'s: (250) 442-3025, (250) 442-3062

Email: grandforksoptical@gmail.com

Current financial statement is enclosed. As membership dues are our primary source of income, the only other income we generate is through the rental of our hall. We are looking at some improvements to the building over the next few years, funding to be raised from our members and fund raising through pancake breakfasts and garage sales.

Masonry has been making good men better, as a fraternity, for centuries. We support the province-wide Cancer Car Program, that provides free transportation for cancer patients attending appointments. To date, the Cancer Car mileage clock has passed 2 million miles and 627,431 patient trips. Our Masons, through the Grand Lodge of British Columbia and Yukon, have distributed over \$11,000 in busaries to deserving local students in our area over the past 5 years.


T. Gooderham PM
B. Ortis PM

Grand Forks Masonic Building Society **Financial Statement as of 30 June 2015**

Balance Forward 31 May 2014 182.15

Deposits - Deposit Adjustment - May	60.00	
8 July - Yard Sale	500.00	
10 September - Yard Sale	715.00	
12 September - Gavel Raffle	132.00	
12 September - Yard Sale	197.50	
15 October - OES	400.00	
30 October - Banquet Raffle	40.00	
13 November - Jr Wardens Fund	209.64	
18 December - Lunch Rm Floor	840.00	
10 February 2015 -	250.00	
19 March - OES +	228.00	
15 April - Harmony - Rent	1,750.00	
21 May - OES - Rent	360.00	5,864.29

Cheques -	703 - 25/07/'14 - D Dale	500.00	
	704 16/09/'14 - City of GF	301.66	
	705 16/09/'14 - Fortis	89.30	
	706 16/09/'14 - D Dale	500.00	
	707 4/11/'14 - D Dale	442.00	
	708 4/11/'14 - City of GF	142.46	
	709 4/11/'14 - Fortis	86.13	
	710 4/11/'14 - Min of Finance	25.00	
	711 3/02/'15 - City of GF	155.66	
	712 2/02/'15 - Fortis	198.29	
	713 6/02/'15 - Grand Lodge	30.00	
	714 10/02/'15 - Fortis	154.52	
	715 15/04/'15 - City of GF	160.68	
	716 15/04/'15 - Fortis	201.85	
	717 15/04/'15 - D Dale	500.00	
	718 15/06/'15 - D Dale	501.00	
	719 15/06/'15 - City of GF	154.30	
	720 15/06/'15 - Fortis	82.34	
	Service Charges	41.25	4,307.69
Balance			1,556.60

Outstanding Bills	Dave Dale	\$ 1,000.00 Bldg Insurance
	Home Hardware	1,500.00 Banquet Room Flooring
	City of Grand Forks	171.08
	Fortis	29.52

DG Marshall
Treasurer
7 July '15

7/7/2015

The Corporation of the City of Grand Forks

APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by July 31, 2015 at City Hall for consideration for tax exemption in the following year.



Name of applicant: LITTLE PEOPLE'S CENTRE

Mailing address: PO BOX 435

GRAND FORKS BC

V0T1 1H0

Civic Address of the Property(s)

For Which the Exemption is being applied for: 978 72nd Ave Grand Forks BC

Legal Description of the Property(s): Folio 21000405005

PID 007-836-775

Lot: A Plan: KAP38294 DISTRICT LOT: 108 LAND DISTRICT: 54

Contact person: Fatima Faria

Title: Executive Director

Telephone Number: 250-442-5314 Email Address: svccs@telus.net

Total Budget: \$ 281 209

Most Current Financial Statement must be attached to this form.

Other sources of funding: Parent Fees, Community Donations
Ministry of Children & Family Development

/cont'd on next page

The Corporation of the City of Grand Forks

Describe your organization. Include a short history of your organization and briefly describe its goals and objectives. (Attach a separate sheet if necessary.)

See Attached

How does your organization benefit the Community of Grand Forks?

The Sunshine Valley Child Care Society benefits many facets of community life in Grand Forks. Families are supported by outreach programs and workshops held at The Little People's Centre. We are also active at the local Senior Centre, connecting children with other community members.



Authorized Signature

SUNSHINE VALLEY CHILD CARE SOCIETY is a non-profit, registered society. It began in May 1977 in the Wildlife Hall. In March 1978 it moved into its present location. The Board of Directors, comprised of members from all facets of the community, is elected at the Society's Annual General Meeting. Any individual who subscribes to the purposes of the Society may become a member by paying the annual membership fee.

MISSION STATEMENT

We, SUNSHINE VALLEY CHILD CARE SOCIETY, recognize and respond to the changing childcare needs for children and families by providing and encouraging, relevant programs and support services within the Boundary Region.

GOALS OF SUNSHINE VALLEY CHILD CARE SOCIETY

- ◆ To facilitate and promote healthy growth of children and families.
- ◆ To recognize and respect the uniqueness of the individual and the family.
- ◆ To offer developmentally appropriate programs and support services to all children and families in our community.
- ◆ To provide a safe, nurturing environment that is multicultural and non-sexist.
- ◆ To educate, by providing relevant programs, information, training events, resources, and professional development.
- ◆ To work in partnership with other service providers by encouraging communication, awareness and networking.
- ◆ To engage in funding partnerships with other groups and organizations when appropriate.
- ◆ To promote and maintain an ongoing commitment to a team model approach.

Parental and community support is imperative for the Centre's operation. We welcome and encourage active participation and support for all of its activities.

We currently run 4 programs for children from birth to 12 years old. Infant & Toddler daycare, a Preschool program, School Age program and a group Daycare for 2 ½ years old to kindergarten age. We also offer support services to community members seeking child care and education on child development.

SUNSHINE VALLEY CHILD CARE SOCIETY

FINANCIAL STATEMENTS (Unaudited)

MARCH 31, 2014

Lia Azhure Inc
Certified General Accountant

SUNSHINE VALLEY CHILD CARE SOCIETY

FINANCIAL STATEMENTS (Unaudited)

MARCH 31, 2014

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Boundary Child Care Resource and Referral Statement of Operations	7
NOTES TO FINANCIAL STATEMENTS	10 - 12

Lia Azhure Inc
CERTIFIED GENERAL ACCOUNTANT

7157 3rd Street
Box 1329
Grand Forks, BC V0H 1H0
Phone: (250) 442-0141

SUNSHINE VALLEY CHILD CARE SOCIETY

REVIEW ENGAGEMENT REPORT

To the Board of Directors
Sunshine Valley Child Care Society

I have reviewed the statement of financial position of Sunshine Valley Child Care Society as at March 31, 2014 and the statements of changes in net assets, operations and cash flow for the year then ended. My review was made in accordance with Canadian generally accepted standards for review engagements and accordingly consisted primarily of enquiry, analytical procedures and discussion related to information supplied to me by the society.

A review does not constitute an audit and consequently I do not express an audit opinion on these financial statements.

Based on my review, nothing has come to my attention that causes me to believe that these financial statements are not, in all material respects, in accordance with Canadian Accounting Standards for Not-for-Profit Organizations .

Grand Forks, BC
September 17, 2014



CERTIFIED GENERAL ACCOUNTANT

SUNSHINE VALLEY CHILD CARE SOCIETY

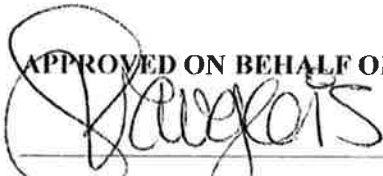
BALANCE SHEET
(Unaudited)

AS AT MARCH 31, 2014

ASSETS

	2014	2013
CURRENT		
Cash and short term deposits	\$ 49,906	\$ 41,115
Restricted cash (Note 5)	26,163	36,093
Accounts receivable	12,653	11,114
Advances to Employees	785	1,345
Prepaid expenses	525	505
GST and HST receivable	1,127	2,731
	91,159	92,903
CAPITAL ASSETS (Note 2(c) and 3)	183,237	191,086
	\$ 274,396	\$ 283,989

APPROVED ON BEHALF OF THE SOCIETY:



Chairperson



Treasurer

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

BALANCE SHEET (Unaudited)

AS AT MARCH 31, 2014

LIABILITIES

	2014	2013
CURRENT		
Accounts payable and accrued liabilities	\$ 5,697	\$ 5,158
Wages, vacation and other payroll liabilities	27,834	23,990
Payroll deductions and benefits payable	5,363	5,489
	38,894	34,637

NET ASSETS

INVESTMENT IN CAPITAL ASSETS	183,237	191,087
INTERNALLY RESTRICTED (Note 7)	33,155	42,987
UNRESTRICTED	19,110	15,278
	235,502	249,352
	\$ 274,396	\$ 283,989

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

STATEMENT OF CHANGES IN NET ASSETS (Unaudited)

FOR THE YEAR ENDED MARCH 31, 2014

	2014	2013
INVESTMENT IN CAPITAL ASSETS		
Beginning balance	\$ 191,087	\$ 192,903
Increase (decrease) in investment in capital assets		
Purchase of capital assets	471	1,389
Reduction of debt incurred to purchase capital assets	-	6,288
Depreciation on building and equipment	(8,126)	(9,493)
Loss on disposal of capital assets	(195)	-
Ending balance	\$ 183,237	\$ 191,087
INTERNALLY RESTRICTED		
Beginning balance	\$ 42,987	\$ 44,087
Increase (decrease) in internally restricted funds	(9,832)	(1,100)
Ending balance (Note 4)	\$ 33,155	\$ 42,987
UNRESTRICTED		
Beginning balance	\$ 15,278	\$ 37,186
Child Care Programs excess of receipts over expenditures	(3,961)	(13,700)
Decrease (Increase) in internally restricted funds	7,793	(8,208)
Ending balance	\$ 19,110	\$ 15,278

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

STATEMENT OF CASH FLOWS (Unaudited)

FOR THE YEAR ENDED MARCH 31, 2014

	2014	2013
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Cash receipts	\$ 371,807	\$ 392,772
Cash paid to suppliers and employees	(373,662)	(408,117)
Interest received	291	187
Interest paid	(708)	(758)
HST received	1,604	323
CASH FLOW FROM OPERATIONS	(668)	(15,593)
INVESTING ACTIVITIES		
Additions to capital assets	(471)	(1,389)
Decrease (Increase) in restricted cash	9,930	(10,238)
CASH FLOW FROM INVESTING	9,459	(11,627)
FINANCING ACTIVITIES		
Advances from (to) shareholders	-	-
Increase (decrease) in long-term debt	-	(7,669)
CASH FLOW FROM FINANCING	-	(7,669)
INCREASE (DECREASE) IN CASH	8,791	(34,889)
CASH, beginning of year	41,115	76,004
CASH, end of year	\$ 49,906	\$ 41,115
CASH is defined as		
Cash	\$ 49,906	\$ 41,115
	\$ 49,906	\$ 41,115

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

CHILD CARE PROGRAMS STATEMENT OF OPERATIONS (Unaudited)

FOR THE YEAR ENDED MARCH 31, 2014

	2014	%	2013	%
RECEIPTS				
Child care program fees	\$ 88,781	31.97	\$ 97,770	33.22
Province of BC -				
Child care subsidies	86,644	31.20	100,582	34.17
Child care operation funding	34,994	12.60	39,553	13.44
Direct Access to Gaming	19,000	6.84	19,000	6.46
Supported child care funding	37,734	13.59	25,486	8.66
One-time funding	-	-	480	0.16
BCCRR allocated staff costs	9,107	3.28	9,107	3.09
Fundraising and donations	1,150	0.41	2,164	0.74
Interest and miscellaneous	309	0.11	203	0.07
	277,719	100.00	294,345	100.00
EXPENDITURES				
Advertising and promotion	50	0.02	261	0.09
Infant toddler program costs	322	0.12	721	0.24
Bad debts (recovered)	-	-	1,523	0.52
Insurance, liability and property	3,400	1.22	3,524	1.20
Interest and bank charges	505	0.18	579	0.20
Maintenance and repairs	5,211	1.88	3,650	1.24
Office supplies and expenses	3,764	1.36	3,113	1.06
Professional development	1,840	0.66	1,079	0.37
Professional fees	1,640	0.59	1,660	0.56
Program supplies	2,709	0.98	3,485	1.18
Telephone	2,589	0.93	2,503	0.85
Travel	402	0.14	395	0.13
Utilities, electricity and heat	4,963	1.79	4,366	1.48
Wages, Infant Toddler program	57,990	20.88	64,494	21.91
Wages and benefits, programs	143,504	51.67	162,391	55.17
Wages and benefits, administration	52,320	18.84	52,912	17.98
	281,209	101.26	306,656	104.18

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

CHILD CARE PROGRAMS STATEMENT OF OPERATIONS

(Unaudited)

FOR THE YEAR ENDED MARCH 31, 2014

	2014	2013
EXCESS OF EXPENDITURES OVER RECEIPTS	(3,490)	(12,311)
PURCHASES OF CAPITAL ASSETS		
Capital assets purchases for Infant Toddler Program	-	-
Other capital purchases	471	1,389
	471	1,389
Net Expenditures over Receipts after capital assets purchases	\$ (3,961)	\$ (13,700)

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

BOUNDARY CHILD CARE RESOURCE AND REFERRAL STATEMENT OF OPERATIONS (Unaudited)

FOR THE YEAR ENDED MARCH 31, 2014

	2014	%	2013	%
RECEIPTS				
Province of BC, Operational funding	\$ 91,072		94.39	\$ 91,072 94.82
Province of BC, Regional training	3,462	3.59	3,462	3.60
Expenditures recoveries	513	0.53	318	0.33
Interest and miscellaneous	1,439	1.49	1,194	1.24
	96,486	100.00	96,046	100.00
EXPENDITURES				
Advertising and promotion	296	0.31	319	0.33
Allocated administrative staff costs	9,107	9.44	9,107	9.48
Caregiver training	322	0.33	1,347	1.40
Insurance, liability and property	587	0.61	584	0.61
Interest and bank charges	203	0.21	179	0.19
Maintenance and repairs	2,999	3.11	835	0.87
Memberships and publications	-	-	43	0.04
Office supplies and expenses	664	0.69	304	0.32
Postage	5	0.01	323	0.34
Professional development	1,290	1.34	2,171	2.26
Professional fees	1,640	1.70	1,660	1.73
Program supplies	2,674	2.77	4,423	4.61
Rent - photocopier	1,441	1.49	1,325	1.38
Rent - premises	17,373	18.01	16,087	16.75
Telephone and internet	3,006	3.12	2,340	2.44
Travel	2,119	2.20	1,732	1.80
Utilities, electricity and heat	2,547	2.64	2,180	2.27
Wages and benefits, programs	52,252	54.16	53,171	55.36
	98,525	102.11	98,130	102.17

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

BOUNDARY CHILD CARE RESOURCE AND REFERRAL STATEMENT OF OPERATION (Unaudited)

FOR THE YEAR ENDED MARCH 31, 2014

	2014	2013
EXCESS OF EXPENDITURES OVER RECEIPTS	(2,039)	(2,084)
PURCHASE OF CAPITAL ASSETS		
Purchase of capital assets	-	-
Net Expenditures over Receipts after capital assets purchases	\$ (2,039)	\$ (2,084)

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

NOTES TO THE FINANCIAL STATEMENTS (Unaudited - See Review Engagement Report)

MARCH 31, 2014

1. PURPOSE OF THE ORGANIZATION

The Sunshine Valley Child Care Society is a non-profit organization whose purpose is to recognize and respond to the changing child care needs for children and families by providing and encouraging relevant programs and support services within the Boundary Region. The society is a registered charity within the definition of the Income Tax Act and therefore, is exempt from income taxes and may issue charitable receipts.

The Boundary Child Care Resource & Referral program serves the needs of children, parents, caregivers and the community in the Boundary area by promoting, enhancing, and delivering a variety of quality child care program support services. This program is funded by the Ministry of Children and Family Development.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Revenue recognition

The deferral method of accounting for contributions is used. Contributions made for a specific purpose are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount can be reasonably determined and collection is reasonably assured.

(b) Contributed services

Volunteers contribute many hours per year to assist the society in carrying out its service delivery activities. Because of the difficulty of determining their fair value, contributed services are not recognized in the financial statements.

(c) Capital assets

Capital assets are recorded at cost at the time of purchase. During the 2010 year end, a review was done with management of the costs of the building and equipments currently being used and a projection of the age of these assets. Accumulated depreciation was calculated to arrived at the determined net book value of the assets. Depreciation is now recorded annually at rates calculated to write-off the assets over their estimated useful lives as follows:

Building	- 2% diminishing balance
Computer equipment	- 40% diminishing balance
Equipment & furnishings	- 20% diminishing balance
Leasehold improvements	- 20% straight line

Additions during the year are depreciated at one-half their normal rate and no depreciation is taken in the year of disposition.

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

NOTES TO THE FINANCIAL STATEMENTS

(Unaudited - See Review Engagement Report)

MARCH 31, 2014

3. CAPITAL ASSETS

	Cost	Accumulated Depreciation	Net 2014	Net 2013
Land	\$ 10,340	\$ -	\$ 10,340	\$ 10,340
Building	227,098	71,697	155,401	158,572
Computer equipment	28,244	26,709	1,535	2,558
Equipment & furnishings	125,571	109,610	15,961	19,616
Leasehold improvements	9,723	9,723	-	-
	\$ 400,976	\$ 217,739	\$ 183,237	\$ 191,086

4. INTERNALLY RESTRICTED FUNDS

Internally restricted funds are surplus funds of the Society that have been set aside for a specific purpose. These restrictions can be changed by a motion of the Board of Directors. Such a motion was approved by the Board on November 13, 2007.

	2014	2013
Sunshine Valley Child Care Society		
Sick leave replacement reserve	\$ 9,131	\$ 8,275
Vacation replacement reserve	4,600	3,249
Playground and building maintenance reserve	10,000	20,000
	\$ 23,731	\$ 31,524
Boundary Child Care Resource and Referral		
Sick leave replacement reserve	\$ 1,500	\$ 1,500
Vacation replacement reserve	2,000	2,000
Wage reserve	3,700	3,700
BCCRR net assets (see note below)	2,224	4,263
	\$ 9,424	\$ 11,463
	\$ 33,155	\$ 42,987

BCCRR net assets is an accumulation of net receipts over expenditures or (expenditures over receipts) since the beginning of operations.

Beginning balance	\$ 4,263	\$ 6,347
Net expenditures over receipts after capital assets purchases	\$ (2,039)	\$ (2,084)
Ending balance	\$ 2,224	\$ 4,263

The accompanying notes are an integral part of these financial statements.

SUNSHINE VALLEY CHILD CARE SOCIETY

NOTES TO THE FINANCIAL STATEMENTS (Unaudited - See Review Engagement Report)

MARCH 31, 2014

5. OPERATING LEASES

The Boundary Child Care Resource and Referral rents their premises on a month to month basis. The current monthly rental commitment for the fiscal year March 31, 2015 is \$1,400 plus GST.

The Boundary Child Care Resource and Referral also has a commitment for the use and maintenance of a photocopier till September, 2014. The commitment is \$176.03 plus taxes quarterly. The current fiscal year's lease and maintenance cost was \$1,441. The lease commitment for the photocopier for the next 1/2 years is:

2015	\$352
------	-------

As at the date of this report, the Executive Director is in the process of negotiating a renewal of the lease for the photocopier.

6. PRIOR YEARS FIGURES

Prior years figures were restated to agree with current year's presentation.

RECEIVED

AUG 11 2015

APPLICATION FOR TAX EXEMPT STATUS for 2016

Note: Application must be received by July 31, 2015 at City Hall for consideration for tax exemption in the following year.

Name of applicant: Grand Forks Slavonic Senior Citizens Society
Branch No. 143

Mailing address: P.O. Box 2848
Grand Forks BC V0H 1H0

Civic Address of the Property(s)
For Which the Exemption is being applied for: 686 72nd Ave.

Legal Description of the Property(s): lot 8, Block 25, Plan 23,
District Lot 108, Similkameen Div. of Yale.
Land District PID: 003-303-721

Contact person: Elizabeth Semenov

Title: President

Telephone Number 250-442-2609 Email Address: eliz.semenoff@yahoo.ca

Total Budget: approx. \$10,000

Most Current Financial Statement must be attached to this form.

Other sources of funding: Memberships, Fundraising,
Donations from Regular and Occasional Users

/cont'd on next page

The Corporation of the City of Grand Forks

Describe your organization. Include a short history of your organization and briefly describe its goals and objectives. (Attach a separate sheet if necessary.)

How does your organization benefit the Community of Grand Forks?

We have available a pleasant easily accessible and affordable safe - smoke free - setting for smaller group and family-type activities... Our popular monthly vegetarian potluck luncheons provide opportunities for varied meals and interaction with others.

Elizabeth Semenov
Authorized Signature

GRAND FORKS SLAVONIC SENIOR CITIZENS SOCIETY BRANCH No. 143
REGISTRATION No. S-13290

Financial Statement for the year ending December 31, 2014

REVENUE:

CU Balance January 1, 2014	\$		\$ 19,267.98
Membership Dues/User Fees		160.00	
Use of Centre Donations		225.00	
Food Committee		8.00	
CU Shareholder Dividends		11.85	
New Horizons for Seniors Prog.		25,000.00	
2013/2014		<u>25,404.85</u>	
			<u>25,404.85</u>
			\$ 44,672.83

EXPENDITURES:

	\$		
Utilities - City of Grand Forks		946.94	
Fortis BC		1,071.53	
Telus		283.57	
Shaw Communications(re: Internet)		590.76	
SCA of BC (2013 per capita assessment)		30.00	
Insurance on Building		1,293.00	
New Horizons for Seniors 2012/13		24,858.47	
New Horizons for Seniors 2013/14		<u>13,845.91</u>	
	\$	<u>42,960.53</u>	\$ 42,960.53

CU Balance December 31, 2014 \$ 1712.30

2014 Balance <\$ 17,555.68>

Grand Forks Slavonic Senior Citizens Society

Branch No. 143

PO Box 2848 Grand Forks BC V0H 1H0

To: Corporation of the City of Grand Forks
Application for Tax Exempt Status for the Year 2016

The Grand Forks Slavonic Senior Citizens Society was officially registered with the province of British Columbia as a non-profit Society July 6, 1977.

The purposes of the Society are “to provide a non-profit co-operative organization to make recreational facilities available for the seniors of the Grand Forks district—for discussion of current events, (to) engage in crafts, hobbies, entertainment, fellowship, education (for) betterment of the senior citizens.” Any person who subscribes to the purposes of the Society may apply for membership—voting members being 50 years and over, non-voting members being under the age of 50 years.

Through considerable hard work, diligence and creativity of its members the Society succeeded in purchasing property and renovating the premises which were ready for occupancy in 1987. Some years later the building was extended to provide more space for activities. These activities include fellowship, food, card games, billiards/pool, shuffleboard, singing—which generally take place Saturdays and varied weekdays and evenings. We also have equipment for wide-screen movie/program presentations, carpet bowling and bingo. Regular membership meetings are generally held monthly or as needed.

As a grateful recipient in a New Horizons project for seniors entitled ACCESS—Adapting Community Computer Services for Seniors (initiated by Community Futures in partnership with the local Public Library) we aim to utilize lifelong learning opportunities to upgrade our media skills.

We continue to lose a significant number of our most active members to attrition (as the majority were octogenarians and older). Younger members would be able to provide some much-desired vitality! We would be thrilled to have interested and committed volunteers come forward to help initiate

and coordinate additional programs. As well we are hopeful of seeking out suitable/compatible partnerships.

Our largest expenditures include utilities and insurance (the cost of which continues to rise). Income is generated through membership dues/fees at \$40.00 annually. Those who wish to keep up their membership but due to age/infirmity/accessibility are unable to participate regularly contribute \$10.00 annually.

Those who do not bring food for the popular monthly vegetarian potluck lunch donate \$6.00 in lieu. Occasionally there are special meals prepared by volunteer members—for a suggested donation of \$6.00 per person. For a drop-in fee of \$2.00 members are able to participate in the various activities. Regular and occasional users of the facility provide donations for the privilege.

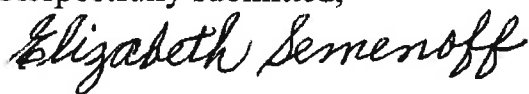
We are most grateful to the Corporation of the City of Grand Forks for a \$1000.00 Grant in Aid (2011) which was used primarily to address safety/maintenance/usability issues (financial statement provided in 2013).

Upgrading of lighting was completed courtesy of the FortisBC/LiveSmart BC Lighting Installation Program (FLIP). As well, thanks to the New Horizons for Seniors Program, considerable upgrading—primarily of floors, windows, washrooms and kitchen—was made possible. Phase three—heating/cooling and hot water systems upgrade—to be completed in early 2015. Future projects requiring attention will include roof work, games room, lower level and program development.

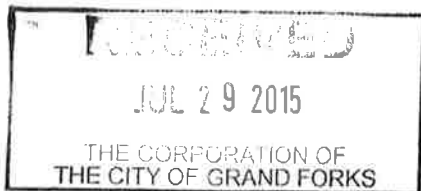
As with many other societies/groups we are struggling to balance our income and expenditures. These are challenging times which will require creative and innovative thinking and strategies to be able to respond to the emerging needs of our members/community/society.

We thank you for your support and consideration!

Respectfully submitted,

A handwritten signature in cursive script that reads "Elizabeth Semenoff". The ink is dark and the signature is fluid, with the first and last names being more prominent than the middle name.

Elizabeth Semenoff, President Grand Forks Slavonic Senior Citizens Society



The Corporation of the City of Grand Forks

APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by July 31, 2015 at City Hall for consideration for tax exemption in the following year.

Name of applicant: The Grand Forks Auxiliary to the Boundary Hospital Society

Mailing address: Box 1074
Grand Forks, B.C. V0H 1H0

Civic Address of the Property(s)
For Which the Exemption is being applied for: 1239 2nd St.
Grand Forks, B.C.

Legal Description of the Property(s): Parcel A, Plan KAP 6691
District Lot 108
Semilkameen Div. of Yale Land Dist.
Portion (DD LA9161)
PID 026-565-781

Contact person: IRENE SEMENOFF

Title: PRESIDENT

Telephone Number: BUS: 250-442-3343 Email Address:

Total Budget: Home: 250-442-3467 (see attached)

Most Current Financial Statement must be attached to this form.

Other sources of funding: NO OTHER SOURCE OF INCOME

/cont'd on next page

The Corporation of the City of Grand Forks

Describe your organization. Include a short history of your organization and briefly describe its goals and objectives. (Attach a separate sheet if necessary.)

- 7 Established in 1946
1. The name of the organization is the G. F. Aux to the Boundary Hospital Society.
2. The purpose of the Society is:
1. To raise funds in order to provide comfort + aid to Boundary Hospital patients.
 2. To financially support health related programs within the Boundary + West Hootenay areas of the Interior Health Region. Amount is to be determined annually by the membership.

How does your organization benefit the Community of Grand Forks?

See attached Presidents Report
for 2014


Authorized Signature

Grand Forks Auxiliary to Boundary Hospital

President's Report for 2015

Name of Auxiliary - Grand Forks To the Boundary Hospital Strictly

Health Care Facility - Boundary Hospital & Hardy View Lodge Extended Care

Number of Beds - 12 Acute Care & 80 Extended Care.

Hours Volunteered 2014 - 31,000 Number of members 100 Both men & women. (15 Life members)

Executive - President - Irene Semanoff Secretary - Carol Richmond
Vice President - George Semanoff Treasurer Barbara Calhoun

Assistant Treasurers - Marilyn Osborne & Sharon Keressey

Funds raised for 2014 \$ 223,973.00

Amount donated - Interior Health Equipment \$ 86,015.59
- Christmas Comforts Hardy View Lodge
& Boundary Lodge \$ 3250.00
- Scholarships \$ 4000.00

Equipment purchased (attached copy)

Scholarships - 2 - \$1000.00 scholarships to students from Grand Forks Secondary & 2 - \$1000.00 scholarships to students from Boundary Central Secondary in Midway. Students must be entering training in a medical services field.

all ~~inventory~~ is supplied by the generous donations of the community and our goal is to provide our customers with clean re-usable goods. Seasonal items are out on display to entice our customers on Valentine's Day, Mother's Day, Father's Day, Canada Day, Antiques in July, wedding display & Christmas. In addition, this year we extended our hours for Car Show, Fall Fair & Christmas Parade, Canada Day.

Community Services

- Winter clothing items to the "Coats for Kids"
- Several members volunteer at Mammography Clinic's
- Funds are provided to purchase Christmas gifts and goodies for the residents in Hardy Dene and Boundary Lodge.
- Provide items for fire victims.

Interior Health Expenses 2014

March. 2014	Hootenay Boundary Regional Hospital stretchers for emerg. department	5000.00
June 2014	Boundary Hospital I-Stat Interface Analyzer for Lab	4054.35
Nov. 3 2014	Boundary Hospital Cardiac De Fibrillator, Lifepack 15 Activae Wound therapy	41,466.33
Nov. 3 2014	Cadd Pump Boko Mattresses Adjustable Parallel Bars Portable Stairs	21,332.33
Nov. 19 2014	Mac's CPAP System Positional Sponges	3,162.58
Dec. 8 2014	Hardy View Lodge Cablevision Costs	5000.00

Total of \$ 86,015.59

GEORGE SAVITSKOFF
PUBLIC ACCOUNTANT

1860 Coalchute Road
Grand Forks, BC V0H 1H2
Phone: 250-442-3052

January 27, 2015

Grand Forks Auxiliary to the
Boundary Hospital Society
Box 1074
Grand Forks, BC V0H 1H0

Attention: Ms Barbara Cathcart, Treasurer

Dear Ms. Cathcart:

I enclose five (5) copies of the financial statements of the Auxiliary for the year ended December 31, 2014 together with my "Notice to Reader" thereon.

These financial statements should be submitted to the Auxiliary's directors for their approval and a copy should be signed by two directors as required by applicable legislation.

Regards,



George Savitskoff

GRAND FORKS AUXILIARY TO THE BOUNDARY HOSPITAL SOCIETY

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

(unaudited - see Notice to Reader)

Contents

Notice to Reader

FINANCIAL STATEMENTS

Statement of Operations

Statement of Changes in Net Assets

Statement of Financial Position

Notes to Financial Statements

GEORGE SAVITSKOFF
PUBLIC ACCOUNTANT

1860 Coalchute Road
Grand Forks, BC V0H 1H2
Phone: 250-442-3052

NOTICE TO READER

On the basis of information provided by management, I have compiled the statement of financial position of the Grand Forks Auxiliary to the Boundary Hospital Society as at December 31, 2014 and the statements of operations and changes in net assets for the year then ended.

I have not performed an audit or review engagement in respect of these financial statements and accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Grand Forks, BC
January 27, 2015

George Savitskoff
PUBLIC ACCOUNTANT

GRAND FORKS AUXILIARY TO THE BOUNDARY HOSPITAL SOCIETY

STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2014

(unaudited - see Notice to Reader)

	2014	2013
REVENUE		
Thrift store	\$ 212,245	\$ 226,976
Gift bars	1,761	1,905
Memberships	430	450
Donations	2,994	1,672
Provincial sales tax commissions	353	-
Interest	2,542	3,250
	<u>220,325</u>	<u>234,253</u>
EXPENSES		
Advertising and promotions	1,267	1,496
Amortization	2,360	2,006
Appreciation dinner	1,958	2,212
Conferences and meetings	1,505	2,564
Dues and training	1,198	784
Garbage and janitorial	13,286	19,346
Hospital contributions	81,016	194,318
Insurance	2,466	2,366
Materials and supplies	5,606	4,635
Office	1,298	1,877
Repairs and maintenance	4,082	4,723
Scholarships and donations	14,250	5,250
Telephone and utilities	6,400	6,336
Contributions to capital - major roof repairs	35,641	-
	<u>172,333</u>	<u>247,913</u>
OPERATING SURPLUS (DEFICIT) FOR THE YEAR	\$ 47,992	\$ (13,660)

GRAND FORKS AUXILIARY TO THE BOUNDARY HOSPITAL SOCIETY

STATEMENT OF CHANGES IN NET ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2014

(unaudited - see Notice to Reader)

	2014		2013	
	Investment in Capital Assets	Unrestricted	Total	Total
Balance, beginning of year	\$ 199,676	\$ 361,564	\$ 561,240	\$ 574,900
Add:				
Additions to capital assets	35,641	-	35,641	-
Operating surplus for the year	-	47,992	47,992	-
Less:				
Operating deficit for the year	-	-	-	(13,660)
Amortization	(2,360)	2,360	-	-
BALANCE, END OF YEAR	\$ 232,957	\$ 411,916	\$ 644,873	\$ 561,240

GRAND FORKS AUXILIARY TO THE BOUNDARY HOSPITAL SOCIETY

STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2014

(unaudited - see Notice to Reader)

	2014	2013
<hr/>		
ASSETS		
CURRENT ASSETS		
Cash and short term deposits	\$ 416,023	\$ 364,313
PROPERTY AND EQUIPMENT (note 2)	232,957	199,676
	<hr/>	
	\$ 648,980	\$ 563,989
<hr/>		
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	\$ 1,910	\$ 2,749
Provincial sales tax payable	2,197	-
	<hr/>	
	4,107	2,749
<hr/>		
NET ASSETS		
INVESTMENT IN CAPITAL ASSETS	232,957	199,676
UNRESTRICTED FUNDS	411,916	361,564
	<hr/>	
	644,873	561,240
	<hr/>	
	\$ 648,980	\$ 563,989
<hr/>		

APPROVED ON BEHALF OF THE BOARD:

President

Treasurer

GRAND FORKS AUXILIARY TO THE BOUNDARY HOSPITAL SOCIETY

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2014

(unaudited - see Notice to Reader)

1. SUMMARY OF ACCOUNTING POLICIES

- (a) The society follows the deferred method of recognition of externally designated contributions which matches the revenue to the related expenditure.

(b) Contributions and Pledges

Contributed capital assets are recorded at fair value and the donated portion shown as a deferred contribution. The latter is taken into revenue at the same rate as the asset is amortized.

Contributed material and services are not recorded in the financial statements.

Pledges receivable are recorded when received.

(c) Revenue Recognition - Donations

The cut-off date for donations is the same as the cut-off date for receipts issued in a year, and is based on the postage date on the envelope for mail, or the date the donation is received.

Legacies, or bequests are recorded when received.

(d) Property, Equipment and Amortization

Property and equipment acquired during the year are written off as an expenditure during the year and capitalized through the investment in capital assets account.

Property and equipment are recorded at cost and are amortized over their respective useful lives using the straight line method at the following annual rates:

Building	1%
Equipment and furnishings	20%

Additions during the year are amortized at one-half their normal rate and no amortization is recorded during the year of disposition.

2. PROPERTY AND EQUIPMENT

	Cost	Accumulated Amortization	Net 2014	Net 2013
Land	\$ 34,182	\$ -	\$ 34,182	\$ 34,182
Building	218,679	20,958	197,721	164,088
Equipment and furnishings	5,364	4,310	1,054	1,406
Incorporation costs	129	129	-	-
	\$ 258,354	\$ 25,397	\$ 232,957	\$ 199,676

APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by **August 1st** at City Hall for consideration for tax exemption in the following year.

Name of applicant: The Royal Canadian Legion Branch # 59

Mailing address: P.O. Box 836
Grand Forks, B.C. VPH 1H0

Civic Address of the Property(s)
For Which the Exemption is being applied for: 7353 6th Avenue
Grand Forks, B.C.

Legal Description of the Property(s): Lots 18, 19, 20 Block 29 DL108
SDYD Plan 121

Contact person: John LePage

Title: Branch Secretary

Telephone Number: 250-442-8400 Email Address: rc1pr59@gmail.com

Total Budget: _____

Most Current Financial Statement must be attached to this form.

Other sources of funding: See Attached

/cont'd on next page

The Corporation of the City of Grand Forks

Describe your organization. Include a short history of your organization and briefly describe its goals and objectives. (Attach a separate sheet if necessary.)

See Attached

How does your organization benefit the Community of Grand Forks?

See attached.

[Signature]

Authorized Signature

Jean LePage

BRANCH SECRETARY

15 June, 2015

History of The Royal Canadian Legion Br. # 59

Our organization was established in 1926. We are pleased to be celebrating 89 years of service to the community this year. We are a non-profit organization and contribute greatly to various charitable organizations in Grand Forks and district areas along with many organizations in the province for over 40 years.

We donate to sports organizations providing funds for equipment, travel expenses, rental fees, uniforms, etc. Our scholarship donations are provided to students for continual educational needs. Often we welcome and donate to a new entity to our city such as BETHS (Boundary Emergency Transition Housing Society). Donations are often provided to other areas, an example being provincial senior sports.- costs of manufacturing medals for presentation. Another example would be junior track and field event in Warfield, BC. We support when we have the funds available. The Poppy Fund is a separate source of funding provided to veterans and their families when needed.

The Corporation of the city of Grand Forks, BC

Then Royal Canadian Legion

How does our organization benefit the community?

The Royal Canadian Legion is of great benefit to our community with donations to youth organizations; hockey, swimming baseball, basketball, junior curlers, slow pitch, rugby skating, camping, BMX club, etc.

Benefits are provided to our veterans and their families through the poppy fund. We recently donated many wheel chairs and walkers to the Canadian Red Cross. We did however keep some on hand for whoever needs them free of charge. We hold breakfast with Santa for the children and families each year with proceeds going to the Christmas hampers toys for the children. We donate the use of our hall to Air cadets and Girl guides for their functions each year.

We participate in parades and celebrations within our community with our Colour Party. In case of emergency or disaster, our legion hall has always been available. We sponsor Air Cadet Squadron # 841. In the event of a fire, or flood disaster, our legion can be counted on for support.

We also host legion conventions in our zone which includes; Rossland, Castlegar, Trail, Salmo, Slocan, Nelson, Kaslo and Nakusp. This pumps cash flow into Grand Forks and advertises our wonderful community. We strive to keep our legion active and responsible.

Authorized Signature



Joe Tatangelo

President

Authorized Signature



John LePage

Secretary

Royal Canadian Legion Br.59 Box 836

Donations 2014

(c = Completed x=mail entries)

			ACTUAL	DATE	CK.#
1	c	G.F.Air Cadets #841	\$ 1,000.00	Jun.28	Ck.40
2	c	Bound.Emer.Transition House S.	\$ 2,000.00	Jun.28	Ck.39
3	c	G.F.Pipes & Drums	\$ 1,000.00	Jun.28	Ck.41
4	c	G.F.Fall fair	\$ 500.00	Jun.28	Ck.42
5	c	Boundary Women's Coalation	\$ 500.00	Oct.28	Ck.59
6	c	Boundary Community Hospice Assoc.	\$ 500.00	Nov.10	Ck.83
7	c	Search & Rescue	\$ 1,000.00	Nov.10	Ck.80
8	c	Girl Guides	\$ 500.00	Nov.10	Ck.81
9	c	G.F.Food Bank	\$ 1,000.00	Nov.10	Ck.82
10	c	G.F.Fire & Rescue	\$ 1,000.00	Nov.10	Ck.79
11	c	Boundary Museum	\$ 500.00	Nov.10	Ck.78
12	c	Community Xmas Dinner	\$ 2,000.00	Nov.10	Ck.76
13	c	Community Xmas Hamper	\$ 2,000.00	Nov.10	Ck.77
14	c	Whispers of Hope (Andre)	\$ 500.00	Nov.10	Ck.84
15	c	BMX	\$ 500.00	Dec.10	Ck.91
16	c	Piranha Swimmers	\$ 500.00	Dec.10	Ck.92
17	CX	BC Professional Fire Fighters' Burn Fund	\$ 500.00	Sept.18	Ck.63 ⁹⁵
18	CX	PALS Autism School Society	\$ 500.00	Sept.18	Ck.64
19	CX	Vets Transition Program	\$ 500.00	Sept.18	Ck.65
20	CX	Canuck Place Children's Hospice	\$ 500.00	Sept.18	Ck.61
21	CX	Youth Track & Field (Legion Foundation - "Track & Field")	\$ 500.00	Sept.18	Ck.60
22	CX	Law Enforcement Torch Run (Special Plympics BC)	\$ 500.00	Sept.18	Ck.62
23	c	Thanksgiving Dinner at Senior's Center	\$ 1,100.00	Nov.7	Ck.86
24	c	Christina Lake Fire & Rescue	\$ 1,000.00	Dec.10	Ck.94
			\$ 20,100.00		

BRANCH INCOME STATEMENT
For the Year Ended December 31st 2014

	<u>Current Year</u>	<u>Previous Year</u>
<u>INCOME</u>		
Licensed Premises Net Profit/(Loss) - Schedule I	\$ 19,791.50	\$ 11,684.16
Membership Dues	\$ 13,233.50	\$ 12,545.50
Ways and Means - Net	\$ 582.13	\$ 3,950.04
Interest Income	\$ 124.75	\$ 123.65
Sale of Leigon Supplies - Net	\$ (3.44)	\$ 169.67
Donations	\$ 6,557.15	\$ 6,701.61
Net Breakopen Ticket Revenues - Schedule III	\$ 4,150.36	\$ 4,406.60
Sports	\$ 694.47	\$ 414.30
Furniture Fund	\$ 1,057.45	\$ 653.75
Glue & Dabbers	\$ 429.91	\$ 341.51
Rent & Admin Fee from Bingo	\$ 7,826.92	\$ 6,687.28
Net Keno Commissin Income	\$ 9,166.30	\$ 6,389.95
Rentals, Catering, Kitchen - Net	\$ 725.24	\$ 2,046.64
Other Income	\$ 569.50	\$ 1,756.58
TOTAL INCOME	<u>\$ 64,905.74</u>	<u>\$ 57,871.24</u>
<u>EXPENSES</u>		
Administration Wages and Employee Benefits	\$ 9,293.01	\$ 10,439.33
Bank Interest and Service Charges	\$ 671.74	\$ 671.72
Administration	\$ 731.51	\$ 1,346.79
Advertising & Public Relations	\$ 178.10	\$ 187.55
Convention-Zone	\$ 753.03	\$ 412.80
Donations	\$ -	\$ -
Entertainment Expense	\$ -	\$ -
Equipment Rental	\$ -	\$ -
Honours and Awards	\$ 191.00	\$ 859.85
Interest on Long Term Debt	\$ -	\$ -
Insurance	\$ 1,671.60	\$ 1,947.20
Janitor Expense	\$ 4,270.58	\$ 4,390.33
Bingo Glue & Dabbers	\$ 244.61	\$ 299.02
Legion Supplies	\$ -	\$ -
Maintenance and Repairs	\$ 9,322.13	\$ 1,633.45
Office Supplies and Postage	\$ 1,163.12	\$ 1,215.28
Per Capita Tax	\$ 9,577.20	\$ 8,785.18
Property Taxes	\$ 1,689.13	\$ 1,385.52
Security	\$ -	\$ -
Sports Expense	\$ 482.89	\$ 38.77
Renovations	\$ 370.86	\$ 20,813.42
Utilities	\$ 5,222.25	\$ 5,084.81
Waste Disposal	\$ -	\$ -
Other Expenses	\$ 692.83	\$ 819.36
Expense	\$ -	\$ 207.03
Expense	\$ -	\$ -
TOTAL EXPENSES	<u>\$ 46,525.59</u>	<u>\$ 60,537.41</u>

Sheet 1 of 2

TOTAL INCOME - FROM SHEET I	<u>\$ 64,906.74</u>	<u>\$ 57,871.24</u>
TOTAL EXPENSES - FROM SHEET I	<u>\$ 46,526.59</u>	<u>\$ 60,537.41</u>
NET INCOME BEFORE DONATIONS AND AMORTIZATION EXPENS	<u>\$ 18,380.15</u>	<u>\$ (2,666.17)</u>
<u>WELFARE AND COMMUNITY SERVICES:</u>		
Bursaries	\$ -	\$ -
Donations - Branch General Funds	\$ -	\$ -
Member Assistance	\$ -	\$ -
Sick and Visiting	\$ -	\$ -
TOTAL WELFARE AND COMMUNITY SERVICES	<u>\$ -</u>	<u>\$ -</u>
BRANCH NET OPERATING INCOME (LOSS)	\$ 18,380.15	\$ (2,666.17)
AMORTIZATION EXPENSE	<u>\$ -</u>	<u>\$ -</u>
BRANCH NET PROFIT (LOSS) FOR THE YEAR	<u>\$ 18,380.15</u>	<u>\$ (2,666.17)</u>

Sheet 2 of 2

Grand Forks Branch #59

BALANCE SHEET
LIABILITIES AND BRANCH SURPLUS (deficit)
As at December 31st 2014

	<u>Current Year</u>	<u>Previous Year</u>
<u>CURRENT LIABILITIES</u>		
Bank Operating Loan/Overdraft	\$ -	\$ -
Dues Received in Advance	\$ 9,820.00	\$ 10,324.00
Salaries and Employee Benefits Payable	\$ 2,002.28	\$ 1,827.81
Per Capita Taxes Payable	\$ -	\$ -
Accounts Payable and Accrued Liabilities	\$ 1,987.21	\$ 2,040.77
Current Portion of Long Term Debt	\$ -	\$ -
GST & PST Payable	\$ 643.81	\$ 1,150.11
TOTAL CURRENT LIABILITIES	\$ 14,453.30	\$ 15,342.69
<u>LONG TERM DEBT</u>		
Mortgage Payable	\$ -	\$ -
Debentures Payable	\$ -	\$ -
Other Long Term Debt	\$ -	\$ -
TOTAL LONG TERM DEBT	\$ -	\$ -
Less: Principal Payments Due Within One Year	\$ -	\$ -
NET LONG TERM DEBT	\$ -	\$ -
TOTAL LIABILITIES	\$ 14,453.30	\$ 15,342.69
<u>BRANCH SURPLUS (deficit)</u>		
Balance Beginning of period	\$ 314,400.37	\$ 317,066.54
Add:		
Branch Net Profit/(Loss) for the Year	\$ 18,380.15	\$ (2,666.17)
END TOTAL BRANCH SURPLUS (deficit)	\$ 332,780.52	\$ 314,400.37
TOTAL LIABILITIES AND BRANCH SURPLUS(deficit)	\$ 347,233.82	\$ 329,743.06

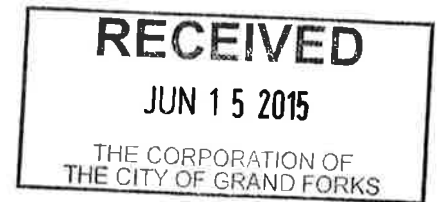
Grand Forks Branch #59

**BALANCE SHEET
ASSETS**

As at December 31st 2014

	<u>Current Year</u>	<u>Previous Year</u>
<u>CURRENT ASSETS</u>		
Cash and Bank Account	\$ 35,662.56	\$ 37,166.81
Short Term Investments	\$ 14,631.49	\$ 14,506.74
Accounts Receivable	\$ 9,610.53	
Inventory:		
Liquor	\$ 816.83	\$ 598.60
Draught Beer	\$ 2,469.38	\$ 1,602.43
Bottled Beer,	\$ 677.21	\$ 561.65
Cider, Coolers and Wine	\$ 599.72	\$ 466.33
Can Beer (Off Sales)	\$ 140.24	\$ 207.24
Bar Drinks and Food	\$ 468.10	\$ 384.72
Breakopen Tickets	\$ 1,465.16	\$ 1,487.13
Legion Supplies	\$ 1,346.20	\$ 1,346.20
Other Inventories		\$ 1,678.67
Prepaid Expenses Per Capita Tax		\$ 6,359.22
TOTAL CURRENT ASSETS	<u>\$ 67,887.42</u>	<u>\$ 66,365.74</u>
<u>LONG TERM INVESTMENTS</u>		
Replacement Reserve Funds	<u>\$ -</u>	<u>\$ -</u>
<u>CAPITAL ASSETS (SCHEDULE IV)</u>		
Land	\$ 83,635.20	\$ 83,635.20
Building	\$ 111,414.79	\$ 111,265.00
Equipment	\$ 62,281.83	\$ 46,312.75
Furniture, Fixtures and Equipment	\$ 22,014.58	\$ 22,014.58
Leasehold Improvements	\$ -	\$ -
Other Capital Assets		\$ 149.79
TOTAL CAPITAL ASSETS	<u>\$ 279,346.40</u>	<u>\$ 263,377.32</u>
Less: Accumulated Amortization Expense	<u>\$ -</u>	<u>\$ -</u>
NET CAPITAL ASSETS	<u>\$ 279,346.40</u>	<u>\$ 263,377.32</u>
TOTAL ASSETS	<u>\$ 347,233.82</u>	<u>\$ 329,743.06</u>

The Corporation of the city of Grand Forks



APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by August 1st at City Hall for consideration for tax exemption in the following year.

Name of applicant: Grand Forks Seniors' Society (previously Seniors Center Branch 68)

Mailing address: Box 553, Grand Forks, BC V0H 1H0

NOTE: We are now incorporated and our incorporated name is "Grand Forks Seniors' Society"

Civic Address of the property(s)

For Which the Exemption is being applied for: 565 – 71st Avenue, Grand Forks

Legal Description of the Property(s): Block 18 Plan 89

P.L. 108 SDYD

Contact Person: Ralph White

Title: President

Telephone Number: 250-442-3038 Email Address: ralphwhite7@gmail.com

Total Budget: _____

Most Current Financial Statement must be attached to this form.

Other sources of funding: Hall Rentals and Grants when available for renovations and repairs.

/cont'd on next page

The Corporation of the city of Grand Forks

Describe your organization. Include a short history of your organization and briefly describe its goals and objectives. (Attach a separate sheet if necessary.)

Since 1974 we have provided a place for Seniors to meet and enjoy social activities. We have
ongoing Whist and Cribbage Card Games, Carpet Bowling, Crafts and Quilting, and a Senior's
Choir.

How does your organization benefit the Community of Grand Forks?

A great hall for the community to use for meetings, weddings, funerals (Celebration of Life),
dances, family reunions, adult and childrens' birthday parties. We have a very reasonable
rental rate, so all people can afford our facility.



Authorized Signature

Seniors Center Branch 68
Income Statement 01 Jan, 2015 to 30 Apr, 2015

REVENUE

Revenue

#000 Non-Guar.Equity Shares 1...	0.00	
#000 Golden Chequing	0.00	
#001 Busin.Cheq.-Grants Act.5...	0.00	
#002 Comm.Builder Cheq.557140	0.00	
#003 Business Chequing-Gami...	0.00	
#008 Bond Buster 460394	0.00	
Building Account	0.00	
Kitchen Account	0.00	
Grant - City of GF	0.00	
Total Bank		0.00
Dividends	5.99	
Interest	0.00	
Total - Interest/Dividends		5.99
Crib	742.00	
Whist	0.00	
Carpet Bowling	171.00	
Donations	57.00	
Quilters/Crafts	205.00	
Quilt Connection	16.00	
Modern Quilting	23.00	
Quilting - Loose Threads	55.00	
Choir	202.00	
Dances	531.00	
Coffee Fund	50.00	
Hall Rentals	2,900.00	
Rental - Security Deposits	900.00	
Rental - Sound System	75.00	
Kung Fu	273.00	
Not Used	0.00	
Membership Dues 2013	0.00	
Membership Dues 2015	2,340.00	
Miscellaneous Revenue	296.00	
Total - General Revenue		8,836.00
Total Revenue		8,841.99
TOTAL REVENUE		8,841.99

EXPENSE

General & Administrative Expe...

Bad Cheques	0.00
Hall Renovations & Materials	134.79
Sound System	0.00
Coffee Fund Transfer to General ...	0.00
Insurance	2,236.00
Bank Service Charge	0.00
Office Supplies	100.84
Janitorial Supplies	144.86
Janitorial Services	1,200.00
Miscellaneous Expenses	612.04
Ret.Sec.Dep. for Sound System	0.00
Returned Security Deposit	600.00
Returned Rent	50.00
VAB Enterprizes - Cleaning/Sup...	0.00
West Kootenay Seniors Associati...	57.50
Senior Citizens of BC (Provincial)	525.00
Seniors Games	0.00
Convention Expense	0.00
Rent Expense	0.00
Expense from Damage Deposit	0.00
Repair & Maintenance	25.50
Fire Protection	0.00
Grand Forks Glass	0.00

Printed On: 13 Jun, 2015

Seniors Center Branch 68
Balance Sheet As at 30 Apr, 2015

ASSET

Current Assets

Accounts Receivable		0.00
Cash - 2014 memberships	0.00	
Cash - 2015 Memberships	0.00	
Miscellaneous Cash	0.00	
Petty Cash	58.78	
Kitchen Coffee Fund - Cash	0.00	
Total Cash		58.78
#000 Non-Guar.Equity Shares 8...	25.00	
#002 Comm.Builder Cheq.557140	6,307.42	
Kitchen Account #1719681	0.00	
Building Account #1718584	0.00	
Bond Buster#2 - 1 yr. #1662634	12,203.99	
Redeemable 12 Months # 1714...	0.00	
Bank Total		18,536.41
Total Current Assets		18,595.19

Capital Assets

Furniture & Equipment	13,701.56	
Accum. Amort.-Fum.& Equip.De...	0.00	
Net - Furniture & Equipment		13,701.56
Building	118,000.00	
Accum. Amort.- Building Deprec.	0.00	
Net - Building		118,000.00
Computer, Printer, Accessories	3,202.02	
Accum. Amort.- Computer Depr...	0.00	
Net - Computer		3,202.02
Total Capital Assets		134,903.58

TOTAL ASSET **153,498.77**

LIABILITY

Liabilities

Accounts Payable	0.00
Total Liabilities	0.00
TOTAL LIABILITY	0.00

EQUITY

Equity

Equity - Furniture	13,701.56	
Equity - Building	118,000.00	
Equity - Computer	3,202.02	
Total - Fixed Equity		134,903.58
Retained Earnings		18,507.10
Memberships-Next Year		832.25
Current Earnings		-744.16
Total Owners Equity		153,498.77
TOTAL EQUITY		153,498.77
LIABILITIES AND EQUITY		153,498.77

Seniors Center Branch 68
Income Statement 01 Jan, 2015 to 30 Apr, 2015

Membership Cards		20.00
Boundary Securities/Counterforce		0.00
Gas - Fortis	439.75	
Telephone - Telus	173.93	
Utilities - Elect., Water, Sewer	665.94	
Total - Utilities		1,279.62
Travel & Expense		0.00
Petty Cash		0.00
Kitchen Account		0.00
To Correct Acct.3550		0.00
To correct act 4179		2,600.00
Total - General & Admin. Expe...		9,586.15
TOTAL EXPENSE		9,586.15
NET INCOME		-744.16

RECEIVED

JUL 13 2015

THE CORPORATION OF
THE CITY OF GRAND FORKS

APPLICATION FOR TAX EXEMPT STATUS FOR 2016

Note: Application must be received by August 1st at City Hall for consideration for tax exemption in the following year.

Name of applicant: Phoenix Manor Society
(formerly Abbeyfield Centennial House Society)

Mailing address: Box 902, Grand Forks, BC V0H 1H0

Civic Address of the Property(s)

For Which the Exemption is being applied for: 876 – 72nd Ave. Grand Forks BC

Legal Description of the Property(s): Parcel B Portion (KF1958) Block 45 Plan 72 DL 108

Contact person: Homer Good
Title: Chairman
Telephone number: 250-442-5302

Total Budget: \$143,100

Most Current Financial Statement must be attached to this form.

Other sources of funding:

The residents of PHOENIX MANOR SOCIETY provide all of our income through their monthly rents. We originally budgeted for 80% occupancy. Currently our break-even is about 90% occupancy due to increasing costs. In July 2013 we had to raise the rents to the residents and refinanced our mortgage to reduce the payment to cover our increasing operating costs. This is a severe burden to some of the residents, who are all single senior citizens, many with limited incomes.

Describe your organization. Include a short history of your organization and briefly describe its goals and objectives. (Attach a separate sheet if necessary.)

PHOENIX MANOR SOCIETY had its beginnings as Abbeyfield Centennial House Society.

Abbeyfield Centennial House Society was incorporated in 1997 with the mandate of establishing an "Abbeyfield Home" in Grand Forks. Pioneer Village Society donated its assets to Abbeyfield Centennial House Society to make establishing the home a possibility. Those assets were all from non-governmental sources. With a huge amount of volunteer hours by the directors and many community donations the home was built. The home can accommodate ten single seniors. The residents have a safe and secure home including meals, in a non-institutional setting. This provides the good nutrition and companionship that is commonly lacking for single seniors.

The name of the society was changed to PHOENIX MANOR SOCIETY in 2013 when the local society disaffiliated from the Canadian Abbeyfield Society for financial reasons. PHOENIX MANOR SOCIETY retains the original mandate and core values. It is not for profit and is a registered charity. Volunteers carry out all management, routine maintenance, improvements and social activities. The Officers and Directors of PHOENIX MANOR SOCIETY are all volunteers and receive no remuneration.

How does your organization benefit the Community of Grand Forks?

PHOENIX MANOR SOCIETY provides a quality senior's residence and the only, not for profit, supportive care facility, in Grand Forks. This allows our residents to continue living in the community with dignity while avoiding the necessity of residing in a public care facility at substantial public expense. The home was built and is operated using local suppliers and trades persons whenever reasonably possible. Local seniors are given preference for accommodation. PHOENIX MANOR SOCIETY employs five local persons. This means that there are up to fifteen persons contributing to local business who might well otherwise have to reside outside of Grand Forks.

Many other, not for profit, supportive care homes in BC are given tax exemptions.

The board of PHOENIX MANOR SOCIETY continues in its goal of providing affordable seniors housing in a non-institutional environment. Assistance from the City of Grand Forks in offsetting some of our cost increases through tax exemption will assist in achieving our long-term success. Tax exemptions in the past have contributed greatly to our financial health. We urge council to continue to recognize the contribution of this home and its seniors through granting a tax exemption for 2016



Homer Good
Chairman

PHOENIX MANOR SOCIETY
FINANCIAL STATEMENTS
DECEMBER 31, 2014

PHOENIX MANOR SOCIETY

FINANCIAL STATEMENTS

DECEMBER 31, 2014

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STATEMENT A -Statement of Operations

STATEMENT B -Statement of Changes in Fund Balances

STATEMENT C -Statement of Financial Position

NOTES TO FINANCIAL STATEMENTS

PHOENIX MANOR SOCIETY
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2014

STATEMENT A

	Operating Fund	Capital Asset Fund	Replacement Reserve Fund	Total 2014	Total 2013
REVENUES					
Tenant rent	\$ 149,110	\$ -	\$ -	\$ 149,110	\$ 150,175
Phoenix Foundation	777	-	-	777	430
Patronage dividend and interest	272	-	330	602	705
Members Dues	40	-	-	40	35
Disposition of capital assets	-	126	-	126	-
	<u>150,199</u>	<u>126</u>	<u>330</u>	<u>150,655</u>	<u>151,345</u>
EXPENDITURES					
Advertising	558	-	-	558	1,215
Amortization	-	17,081	-	17,081	16,885
Bookkeeping fees	3,470	-	-	3,470	3,779
Cable	2,766	-	-	2,766	2,803
Dues and fees	288	-	-	288	908
Electricity, water and sewer	6,454	-	-	6,454	5,274
Food	19,810	-	-	19,810	18,112
Heating and hot water	3,366	-	-	3,366	3,229
Insurance	5,694	-	-	5,694	5,333
Legal fees	-	-	-	-	155
Mortgage interest	1,919	-	-	1,919	2,898
Office supplies and service charges	321	-	-	321	559
Property taxes	40	-	-	40	40
Repairs and maintenance	8,467	-	-	8,467	7,317
Security	251	-	-	251	257
Service contracts, cleaning and gardening	979	-	-	979	1,316
Supplies	346	-	-	346	383
Telephone	1,975	-	-	1,975	1,925
Tenant entertainment	649	-	-	649	589
Wages and benefits	60,373	-	-	60,373	54,988
	<u>117,726</u>	<u>17,081</u>	<u>-</u>	<u>134,807</u>	<u>127,965</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 32,473	\$ (16,955)	\$ 330	\$ 15,848	\$ 23,380

See accompanying notes to financial statements

PHOENIX MANOR SOCIETY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2014

STATEMENT B

	Operating Fund	Capital Asset Fund	Replacement Reserve Fund (Note 1)	Total 2014	Total 2013
BEGINNING BALANCE	\$ 15,030	\$ 355,982	\$ 48,623	\$ 419,635	\$ 396,255
Excess (deficiency) of revenues over expenditures - Statement A	32,473	(16,955)	330	15,848	23,380
Interfund transfers					
Replacement assets purchased	(3,181)	3,181	-	-	-
Principal payments on mortgage	(26,681)	26,681	-	-	-
Transfer to replacement reserve fund	(9,360)		9,360	-	-
Cash Transfers from Replacement Reserve	<u>3,129</u>		<u>(3,129)</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	\$ 11,410	\$ 368,889	\$ 55,184	\$ 435,483	\$ 419,635

See accompanying notes to financial statements

PHOENIX MANOR SOCIETY
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2014

STATEMENT C

	Operating Fund	Capital Asset Fund	Replacement Reserve Fund	Total 2014	Total 2013
ASSETS					
CURRENT ASSETS					
Cash	\$ 12,152	\$ -	\$ -	\$ 12,152	\$ 16,344
	12,152	-	-	12,152	16,344
INVESTMENTS - Note 1	-	-	55,184	55,184	48,623
CAPITAL ASSETS - Notes 2	-	406,516	-	406,516	420,291
	\$ 12,152	\$ 406,516	\$ 55,184	\$ 473,852	\$ 485,258
LIABILITIES					
CURRENT LIABILITIES					
Accounts payable - Note 3	\$ 742	\$ -	\$ -	\$ 742	\$ 1,314
LONG-TERM DEBT - Note 4	-	37,627	-	37,627	64,309
	742	37,627	-	38,369	65,623
FUND BALANCES					
INVESTMENT IN CAPITAL ASSETS	-	368,889	-	368,889	355,983
UNRESTRICTED - Statement B	11,410	-	55,184	66,594	63,652
	11,410	368,889	55,184	435,483	419,635
	\$ 12,152	\$ 406,516	\$ 55,184	\$ 473,852	\$ 485,258

APPROVED ON BEHALF OF THE

Jim Burch

_____, Director

PHOENIX MANOR SOCIETY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

Note 1 INVESTMENTS

Investments comprise of loans receivable to the Capital Asset Fund and investments established for the Replacement Reserve Fund.

Replacement Reserve Fund

Is a Fund created to pay for major capital repairs to the Phoenix Manor Society.

	2014	2013
Grand Forks District Savings Credit Union		
Business savings account	\$ 15,297	\$ 9,053
One year term with interest at 0.75%, matures March 15, 2013	<u>39,887</u>	<u>39,570</u>
	<u>\$ 55,184</u>	<u>\$ 48,623</u>
The changes in the replacement reserve fund consist of the following:		
Balance, beginning of year	\$ 48,623	\$ 41,111
Add: Transfer from operating fund for the year	9,360	9,360
Interest income	330	332
Less: Transfer to capital asset fund for mortgage payment and asset replacement	<u>(3,129)</u>	<u>(2,181)</u>
	<u>\$ 55,184</u>	<u>\$ 48,622</u>
Capital asset purchases for the year consists of:		
Air conditioners	\$ -	\$ 2,181
Living room leather chairs	1,785	-
Kitchen chairs	<u>1,546</u>	<u>-</u>
	<u>\$ 3,331</u>	<u>\$ 2,181</u>

Note 2 CAPITAL ASSETS

	Cost	Accumulated Amortization	Net Book Value	
			2014	2013
Land	\$ 65,300	\$ -	\$ 65,300	\$ 65,300
Building	549,817	219,686	330,131	345,798
Furniture	11,167	2,877	8,290	6,132
Pavement and sidewalk	<u>6,654</u>	<u>3,859</u>	<u>2,795</u>	<u>3,061</u>
	<u>\$ 632,938</u>	<u>\$ 226,422</u>	<u>\$ 406,516</u>	<u>\$ 420,291</u>

PHOENIX MANOR SOCIETY
December 31, 2014

Notes continued

Note 3 ACCOUNTS PAYABLE

	2014	2013
Accounts payable	\$ -	\$ 695
Payroll deductions payable	<u>742</u>	<u>619</u>
	\$ 742	\$ 1,314

Note 4 LONG-TERM DEBT

	2014	2013
Grand Forks District Savings Credit Union		
Payable in blended weekly instalments of \$550 including interest at 5.00%, maturity date is February 15, 2016	\$ 37,627	\$ 64,309

The Corporation of the City of Grand Forks

APPLICATION FOR TAX EXEMPT STATUS

Note: Applications must be received by **July 31, 2015** at City Hall for consideration for tax exemption in the following year.

Name of Applicant: Grand Forks & District Housing Society DBA: Boundary Lodge Assisted Living.

Mailing Address: 7130 9th Street, Unit 300

Grand Forks BC

V0H 1H4

Civic Address of the property(s)

For which the Exemption is being applied for: 7130 9th Street

Legal Description of the Property(s): Lot A Plan #29781, District Lot 108, Land District 54

Contact person: Barbara Hein

Title: Administrator

Telephone Number: (250)443-0006 **Email Address:** bladmin@shaw.ca

Total Budget: 647,827.00

Most Current Financial Statement must be attached to this form.

Other sources of funding: Interior Health & BC Housing

Describe your organization. Include a short history of your organization and briefly describe its goals and objectives. (Attach a separate sheet if necessary):

In 2005 Grand Forks & District Housing Society partnered with BC Housing and Interior Health to manage and operate a 17 unit Assisted Living Facility with 24 hour care for those in need. Boundary Lodge Assisted Living employs 22 staff and has an exceptional Board of Directors with a common goal of providing affordable lodging and care services for all individuals we support. Boundary Lodge is a Registered Charitable Society.

How does your organization benefit the community of Grand Forks?

Boundary Lodge is a great asset to our community, it offers affordable (funded) assisted living housing to individuals in the community. Boundary Lodge also provides nutritious Meals on Wheels Monday to Friday to individuals living in their own homes. These meals are delivered by our dedicated volunteer drivers.

Boundary Lodge also operates a community based Senior Connection Day program each week. This program is designed to meet the needs of individuals still residing in their own homes by providing social interaction, nutrition, and involvement with the current tenants in Boundary Lodge. Boundary Lodge is happy to offer a Respite room in our Lodge which allows individuals residing at home and family member's relief care when they require it. We provide 24 hour care with meals and qualified staff.



Authorized Signature

GRAND FORKS AND DISTRICT HOUSING SOCIETY

STATEMENT A

Operating Boundary Lodge Assisted Living

STATEMENT OF OPERATIONS

FOR THE YEAR ENDED MARCH 31, 2014

	Society	BC Housing	Interior Health	Replacement Reserve	Total 2014	Total 2013
REVENUES - Note 5						
Tenants & individuals	\$ -	\$ 116,306	\$ 166,487	\$ -	\$ 282,793	\$ 291,328
BC Housing	-	45,384	-	-	45,384	67,359
Interior Health Authority	-	-	366,767	-	366,767	356,569
Donations & grants	500	-	750	-	1,250	1,658
Interest & miscellaneous	-	6,844	-	204	7,048	10,215
	500	168,534	534,004	204	703,242	727,129
EXPENDITURES						
Direct care						
• Bad debts	-	-	-	-	-	337
• Supplies, activities	-	-	1,578	-	1,578	1,287
• Wages & contracts	-	-	322,466	-	322,466	331,017
Hospitality services & accommodations						
• Service contracts	-	246	-	-	246	1,646
• Subcontracts, maintenance	-	18,631	-	-	18,631	21,936
• Wages & contracts	-	-	64,976	-	64,976	62,229
Administration & supplies						
• Annual registration fees	-	-	782	-	782	425
• Food costs	-	-	49,265	-	49,265	48,026
• Meals & entertainment	200	-	3,179	-	3,379	3,788
• Minor equipment	-	-	2,107	-	2,107	1,901
• Professional fees	-	3,092	6,264	-	9,356	10,978
• Staff development & education	-	-	54	-	54	68
• Supplies						
- Administration & office	60	1,631	8,123	-	9,814	12,171
- Housekeeping & laundry	-	-	9,655	-	9,655	9,255
- Miscellaneous	-	-	2,315	-	2,315	-
• Wages & contracts	-	10,919	45,826	-	56,745	51,389
Property costs						
• Amortization	1,122	-	-	-	1,122	794
• Insurance	-	250	3,078	-	3,328	3,274
• Maintenance & repairs	-	20,832	-	-	20,832	47,782
• Utilities	-	47,543	-	-	47,543	47,676
Donations	-	-	2,570	-	2,570	1,700
Replacement capital assets purchased	-	-	-	37,634	37,634	6,522
	1,382	103,144	522,238	37,634	664,398	664,201
	(882)	65,390	11,766	(37,430)	38,844	62,928
Estimated rent subsidy adjustment						
- Notes 7 & 16	-	5,394	-	-	5,394	3,132
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES						
	\$ (882)	\$ 70,784	\$ 11,766	\$ (37,430)	\$ 44,238	\$ 66,060

See accompanying notes to financial statements

The Corporation of the City of Grand Forks

RECEIVED

SEP 25 2015

THE CORPORATION OF
THE CITY OF GRAND FORKS

APPLICATION FOR TAX EXEMPT STATUS

^{SEPT. 25, 2015}
Note: Application must be received by ~~July 31, 2015~~ at City Hall for consideration for tax exemption in the following year.

Name of applicant: WHISPERS OF HOPE | BETHS

Mailing address: PO BOX 1561

GRAND FORKS B.C

VOH 1HO

Civic Address of the Property(s)

For Which the Exemption is being applied for: 7212 RIVERSIDE DR.

GRAND FORKS

Legal Description of the Property(s): LOT 1, DISTRICT LOT 108

SDYD PLAN EPP32379

Contact person: ANDRE BORUCK

Title: PROGRAM COORDINATOR

Telephone Number: (250) 442-2006 Email Address: andreboruck@hotmail.com

Total Budget: \$125,000 EST.

Most Current Financial Statement must be attached to this form.

Other sources of funding: THRIFT STORE | GAMING GRANT | PRIVATE DONATIONS

/cont'd on next page

The Corporation of the City of Grand Forks

Describe your organization. Include a short history of your organization and briefly describe its goals and objectives. (Attach a separate sheet if necessary.)

AS ATTACHED

How does your organization benefit the Community of Grand Forks?

AS ATTACHED

Authorized Signature

Whispers of HOPE



Sept. 25th 2015

City of Grand Forks,
7217 – 4th Street
Grand Forks BC
V0H 1H0

Roxanne Shepherd, CFO

What we do:

Whispers of Hope is a Non-Profit organization that operates a Community Kitchen and Thrift Store in Grand Forks B.C. The kitchen is open 5 days a week and the new extended hours are 8:00am to 2:00pm. During that time, hot, nutritious meals are provided to anyone in our community who is hungry, at no cost to them. In 2014 we averaged 27 meals per day, and so far, in 2015 we have served an average of 34 hot meals each day. As well, this year we have started a “Continental Breakfast” for those guests that need a good start to their morning. We serve a wide range of clients, young and old and thousands of meals are served each year. Many of our guests are individuals who struggle with addictions or mental health problems. We need your support to be able to continue to provide this service in 2016.

Where we have been:

In November of 2013 Whispers of Hope went through many changes. We partnered up with Habitat for Humanity and BETHS (emergency shelter) and moved to our new location. Even though Habitat has dropped out of the original partnership we continue to work with BETHS in supporting the homeless of our Community. This new facility has allowed us to grow into a larger and more professional organization that has the ability to serve our clients better.

Financial Position

Whispers of Hope operates from the funds that we receive from our Thrift Store, a Gaming Grant and our partnership with you and other private donors. As you will notice in our financial statement Thrift Store sales have grown substantially over the previous year, but so have our expenses. This is encouraging, but growing a new business takes time and money. This expanded revenue has allowed Whispers of Hope to hire 3 full time staff and some part time staff as well.

Future Plans

Whispers of Hope wishes to continue to serve the community. This can only be done with the support of many people. We are not government funded like some of our partners. We have over 50 volunteers that are the backbone of our organization. These are the positive areas. However, recently there has been an increase of meals served each day and our food and fixed costs have been going up. Our community has limited employment opportunities and many survive only on pensions or part time work. These issues may cause many more people to use our services in the future.

Conclusion:

We are very thankful for how you have supported us in the past and we desire to continue to work with you in the future. Even though we provide a basic need for people here in Grand Forks, and we also provide a warm friendly place where people can come and be together. Often, this social component has more impact in the lives of those who come here.

Some come as workers, some as volunteers and some... as people who are in need.

Sincerely,



Andre Boruck

Program Coordinator

Whispers of Hope

Whispers of Hope Benevolence Association Comparative Income Statement

	Actual 01/01/14 to 12/31/14	Actual 01/01/13 to 12/31/13
REVENUE		
Sales Revenue		
Phoenix Foundation Grant	1,124.99	407.12
Thrift Store	70,159.03	9,514.35
Fundraising	0.00	619.97
Gaming Grant Revenue	42,000.00	28,000.00
Donations	9,162.20	14,196.07
Summer Student Wages	6,939.45	0.00
Net Sales	<u>129,385.67</u>	<u>52,737.51</u>
Other Revenue		
Interest Revenue	59.83	2.32
Grant in Aid	0.00	500.00
Total Other Revenue	<u>59.83</u>	<u>502.32</u>
TOTAL REVENUE	<u>129,445.50</u>	<u>53,239.83</u>
EXPENSE		
Cost of Goods Sold		
Groceries	4,581.93	1,233.95
Net Purchases	4,581.93	1,233.95
Total Cost of Goods Sold	<u>4,581.93</u>	<u>1,233.95</u>
Payroll Expenses		
Wages & Salaries	49,226.58	18,516.12
Casual Wages	300.00	0.00
EI Expense	1,295.59	0.00
CPP Expense	1,671.65	0.00
WCB Expense	398.64	173.68
Total Payroll Expense	<u>52,892.46</u>	<u>18,689.80</u>
General & Administrative Expenses		
Advertising & Promotions	921.43	200.00
Business Fees & Licenses	40.00	50.00
Courier & Postage	64.23	0.00
Credit Card Charges	411.63	0.00
Amortization Expense	2,265.31	0.00
Education & training	682.75	0.00
Garbage	1,479.58	701.47
Insurance	955.23	627.11
Interest & Bank Charges	326.04	243.28
Internet	172.21	0.00
Janitorial	2,933.84	1,310.40

Kitchen Supplies & Small tools	318.53	467.70
Office Supplies	744.36	289.71
Miscellaneous Expenses	0.00	5,231.95
Rent	809.39 storage container	8,250.00
Repair & Maintenance	1,350.23	123.88
Telephone	961.77	708.08
Thrift store supplies	1,839.60	684.43
Travel & Entertainment	24.83	0.00
Utilities	<u>4,623.48</u>	<u>3,232.74</u>
Total General & Admin. Expenses	<u>20,924.44</u>	<u>22,120.75</u>
 TOTAL EXPENSE	 <u>78,398.83</u>	 <u>42,044.50</u>
 NET INCOME	 <u>51,046.67</u>	 <u>11,195.33</u>

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THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2018

**A Bylaw to Exempt from Taxation Certain Parcels of Land
Used for Religious Worship Purposes, Hospital Purposes,
Recreation Purposes and Charitable or Philanthropic Purposes
Pursuant to the Provisions of the Community Charter**

WHEREAS it is deemed expedient to exempt certain parcels of land from taxation for the fiscal year ended December 31, 2016;

AND WHEREAS subject to the provisions of Section 224 of the Community Charter, the Council may, prior to the 31st day of October in any year, by bylaw, exempt lands and improvements from taxation in the following year;

NOW THEREFORE, that Council of the City of Grand Forks, in open meeting assembled, **ENACTS**, as follows:

1. Pursuant to Section 224(2)(f) of the Community Charter, there shall be exempt from taxation for the fiscal year ended December 31, 2016 with respect to land and improvements, the following parcels of land:
 - Lots 1 and 2, Block 36, District Lot 108, S.D.Y.D., Plan 72, located at **920 Central Avenue** as shown outlined in bold on a sketch attached hereto and marked as Schedule "A" (**United Church**); and
 - That portion of Lot 1, District Lot 520, S.D.Y.D., Plan 8653, except Plan H-17064, located at **2826 - 75th Avenue** and described as follows
- Commencing at the most northerly corner of said Lot 1; thence southeasterly following in the easterly limit of said Lot 1 for 35.50 metres, thence southwesterly, perpendicular to the said easterly limit, for 30.00 metres, thence northwesterly, parallel with the said easterly limit, for 35.50 metres more or less to the intersection with the northerly limit of said Lot 1, thence northeasterly, following in the said northerly limit for 30.00 metres more or less to the point of commencement and containing an area of 1,065 square metres, more or less as shown outlined in bold on a sketch attached hereto and marked as Schedule "B" (**Pentecostal Church**); and
 - Lots 30, 31 and 32, Block 36, District Lot 108, S.D.Y.D., Plan 72 located at **7249 - 9th Street** as shown outlined in bold on a sketch attached hereto and marked as Schedule "C" (**Catholic Church**); and

- That portion of Parcel D (KM26760), Block 24, District Lot 108, S.D.Y.D., Plan 23; located at **7252 - 7th Street** as shown outlined in bold on a sketch attached hereto and marked Schedule "D" (**Anglican Church**); and
- That portion of Lot G, District Lot 380, S.D.Y.D., Plan KAP56079, located at **7048 Donaldson Drive** and described as follows - commencing in the southerly boundary of said Lot G distant 13 metres from the most westerly corner of said Lot G: thence northerly, parallel with the westerly boundary of said Lot G, for 38.1 metres more or less to intersection with the northerly boundary of said Lot G, thence easterly following in the northerly boundary of said Lot G for 71 metres, thence southerly, parallel with the said westerly boundary, for 38.1 metres more or less to intersection with the said southerly boundary, thence westerly, following in the said southerly boundary for 71 metres more or less to the point of commencement and containing 2705 square metres as shown outlined in bold on a sketch attached hereto and marked as Schedule "E" (**Mennonite Brethren Church**); and;
- That portion of Parcel A, (X23915), Block 16, District Lot 380, S.D.Y.D., Plan 35 located at **7328 - 19th Street** and described as follows - commencing at the most southerly corner of said Parcel "A"; thence northwesterly following in the westerly limit of said Parcel "A", for 17.00 metres; thence northeasterly, perpendicular to the said westerly limit for 24.60 metres; thence southeasterly, parallel with the said westerly limit for 17.00 metres more or less to intersection with the southerly limit of said Parcel "A"; thence southwesterly following in the said southerly limit for 24.60 metres more or less to the point of commencement and containing an area of 418.2 square metres more or less as shown outlined in bold on a sketch attached hereto and marked as Schedule "F" (**Christ Lutheran Church of Grand Forks**); and;
- That portion of Lot 1, District Lot 108, S.D.Y.D., Plan KAP45199 located at **7525 - 4th Street** and described as follows - commencing at the most easterly corner of said Lot 1; thence northerly following in the easterly limit of said Lot 1, for 23.20 metres; thence westerly, parallel with the southerly limit of said Lot 1, for 29.00 metres; thence southerly, parallel with the easterly limit of said Lot 1, for 23.20 metres more or less to intersection with the said southerly limit; thence easterly following in the said southerly limit; thence easterly following in the said southerly limit for 29.00 metres more or less to the point of commencement and containing 672.8 square metres more or less as shown outlined in bold on a sketch attached hereto and marked as Schedule "G" (**Grand Forks Christian Centre Church**); and

- Commencing at a point in the westerly boundary of Lot 2, District Lot 520, S.D.Y.D., Plan KAP53800, located at **7680 Donaldson Drive** and described as follows - distant 28.6 metres from the most southerly corner of said Lot 2: thence northerly following in the westerly boundary for 25.1 metres, thence easterly, perpendicular to the said westerly boundary for 35.05 metres more or less to intersection with the easterly boundary of said Lot 2, thence southerly following in the said easterly boundary for 25.1 metres, thence westerly, perpendicular to the said westerly boundary for 35.05 metres more or less to the point of commencement and containing 880 square metres more or less as shown outlined in bold on a sketch attached hereto marked as Schedule "H" (**Jehovah's Witnesses Church**).
 - That portion of Lot 1, D.L. 520 SDYD, Plan KAP77684, measuring 193 square meters on the northerly portion of the lot, and located at **2495 – 76th Avenue**, as shown outlined on a sketch attached hereto marked as Schedule "I" (**First Baptist Church Congregation**)
2. Pursuant to Section 224(2)(h) of the Community Charter, there shall be exempt from taxation for the fiscal year ended December 31, 2016 with respect to land and improvements, the following parcel of land:
- Lot A, District Lot 520, S.D.Y.D., Plan EEP11735, located at **7649 - 22nd Street (Interior Health Authority)**.
3. Pursuant to Section 224(2)(i) of the Community Charter, there shall be exempt from taxation for the fiscal year ended December 31st, 2016 with respect to land and improvements, the following parcels of land:
- Lot 1, District Lot 380, S.D.Y.D., Plan KAP54909 located at **7230 - 21st Street (Grand Forks Curling Club)**;
4. Pursuant to Section 224(2)(a) of the Community Charter, there shall be exempt from taxation for the fiscal year ended December 31st, 2016 with respect to land and improvements, the following parcels of land:
- Lot 5, Block 10, District Lot 108, S.D.Y.D., Plan 23, located at **366 Market Avenue (Grand Forks Masonic Building Society)**; and
 - Lot A, District Lot 108, S.D.Y.D., Plan 38294, located at **978 - 72nd Avenue (Sunshine Valley Little Peoples Centre)**;
 - Lot 8, Block 25, Plan 23, District Lot 108, S.D.Y.D. located at **686 - 72nd Avenue (Slavonic Seniors Citizens Centre)**.

- Lot A (DD LA9161), District Lot 108, S.D.Y.D., Plan 6691, located at **7239 - 2nd Street (Hospital Auxiliary Thrift Shop)**
- Lots 23, 24, 25 and 26, Block 29, District Lot 108, S.D.Y.D., Plan 121, located at **7353 - 6th Street (Royal Canadian Legion)**
- Lots 10 and 17 – 20, Block 18, Plan 86, District Lot 108, S.D.Y.D. located at **565 – 71st Avenue (City Park) (Seniors Citizens Centre).**
- Parcel B, Block 45, District Lot 108, Plan 72, located at **876 - 72nd Avenue (Phoenix Manor Society).**

Lot A, Plan 29781, District Lot 108, Land District 54, located on **7130-9th Street (Boundary Lodge).**

- Lot 1, District Lot 108, Plan EPP 32379 located at **7212 Riverside Drive (Whispers of Hope/BETHS);**

5. This bylaw may be cited, for all purposes as the **“2016 Annual Tax Exemption Bylaw No. 2018”**.

INTRODUCED this 14th day of September, 2015.

Read a **FIRST** time this ____ day of _____

Read a **SECOND** time this ____ day of _____

Read a **THIRD** time this ____ day of _____

FINALLY ADOPTED this ____ day of _____

Mayor Frank Konrad

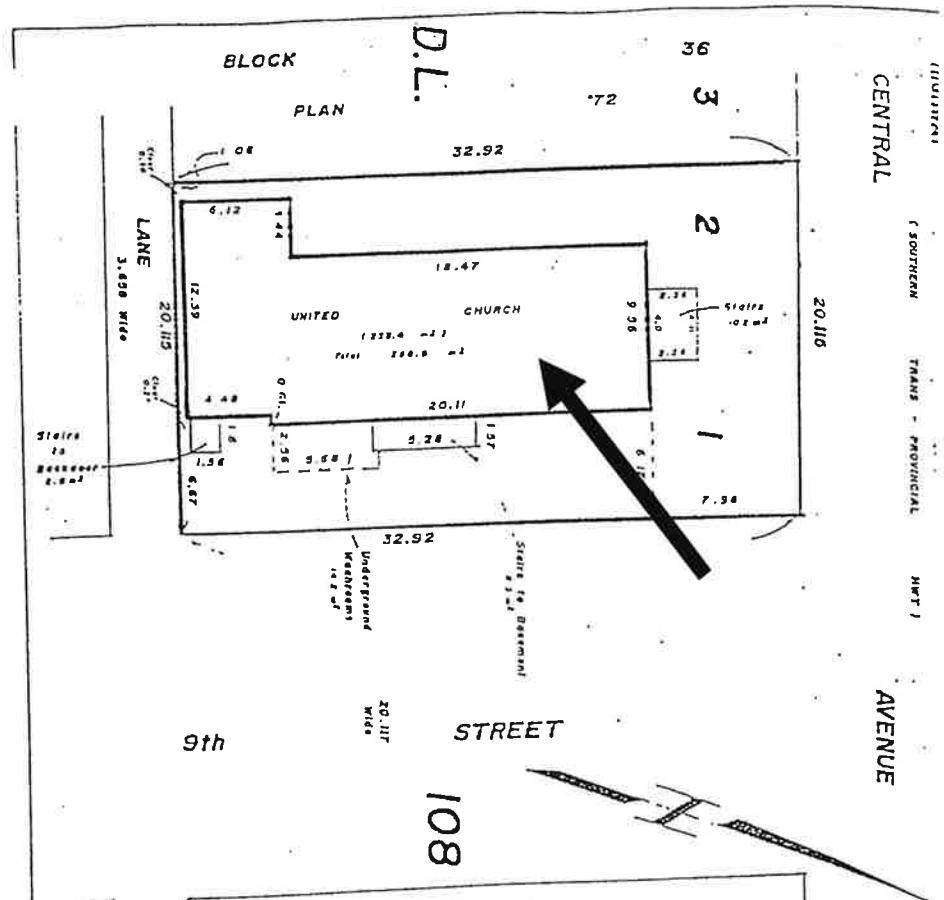
Corporate Officer – Diane Heinrich

C E R T I F I C A T E

I hereby certify the foregoing to be a true copy of Bylaw No. 2018
as adopted on the ____ day of _____

Corporate Officer of the Municipal Council
of the City of Grand Forks

Schedule "A"



PLAN SHOWING THE
UNITED CHURCH BUILDING
SITUATED ON LOTS 1 & 2,
BLOCK 36, D.L. 108,
S.D.Y.D.; PLAN 72.

SCALE 1 : 200 (METRIC)

Certified correct this 11th day of Feb. 1922

A. E. HOEFSLA
B. C. Land Surveyor
Grand Forks, B. C.

Notes

- All distances are in metres
- Dimensions are shown for the exterior surfaces of all structures

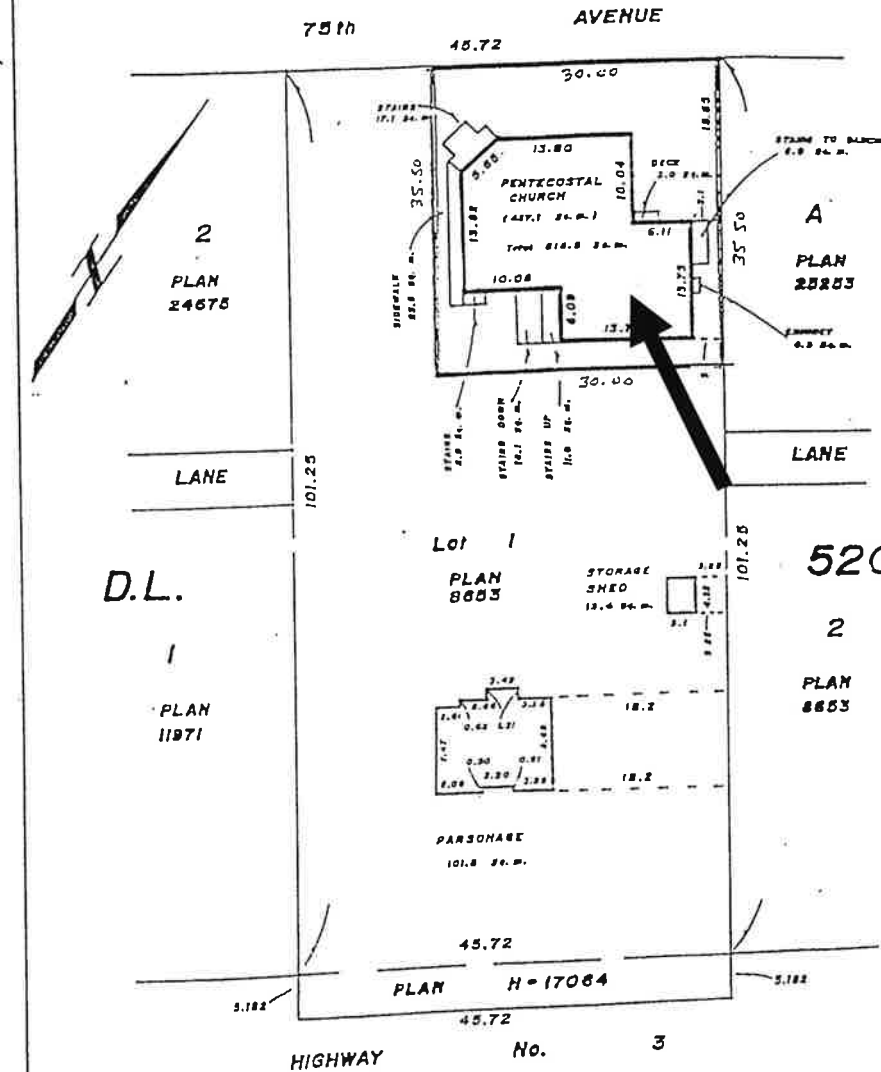
Acre of Church and all attached structures	206 9 sq m
Area of Lot 102	667 2 sq m.

19-88-34

Schedule "B"

PLAN SHOWING LOCATION OF BUILDINGS ON
LOT 1, D.L. 520, S.D.Y.D. PLAN 8653 EXCEPT
PLAN H-17084

SCALE 1 : 400 (MET)



NOTE

- All distances are in metres.
- Dimensions are shown for the exterior surfaces of all structures.

Area of all buildings and detached structures

633.4 sq. m.

Certified correct this _____
day of _____ 19____.

B.C.L.S.

A.F. HOFFSLOOT

B.C. Land Surveyor
Grand Forks, B.C.

19-88-38

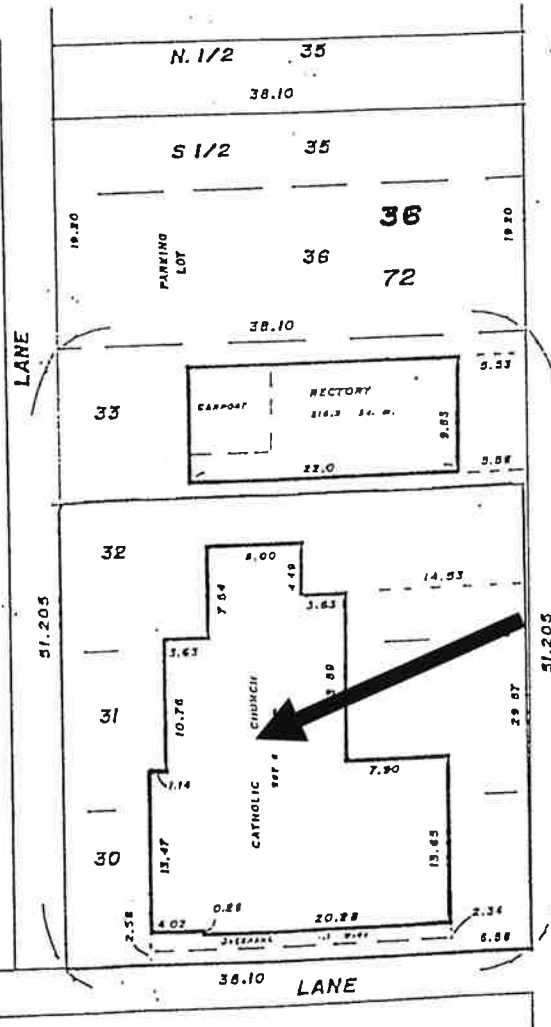
Schedule "C"

PLAN SHOWING BUILDINGS
SITUATED ON LOTS 30-33,
BLOCK 36, D.L. 108, S.D.Y.D.,
PLAN 72

SCALE 1 : 300 (METRIC)

BLK.
PLAN

D.L.



Notes

- All distances are in metres.
- Dimensions are shown for the exterior surfaces of all structures.

Certified correct this _____
day of _____ 19__

B.C.L.S.

Area of Church and Rectory

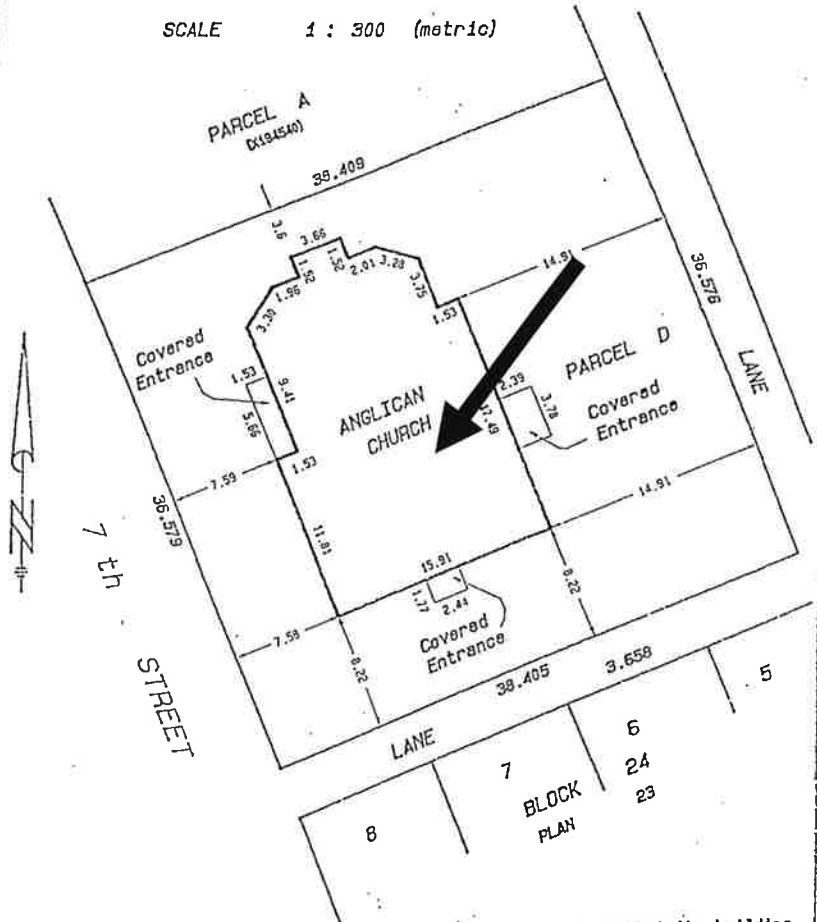
783.8 Sq. M.
1930.9 Sq. M.

A.E. HOEFSLOOT
B.C. Land Surveyor
Grand Forks, B.C.

Schedule "D"

B.C. LAND SURVEYOR'S CERTIFICATE OF LOCATION OF BUILDING ON PARCEL D (KM26760) BLOCK 24, D.L. 108, S.D.Y.D., PLAN 23.

SCALE 1 : 300 (metric)



Street Address:
7252 - 7th Street

NOTES

- all distances are in metres.
- this plan is to be used for municipal purposes only and not for property line location. I will not accept any responsibility for unauthorized use.
- this plan is not valid unless it contains an original signature and seal.

I certify that the building
is located as shown. Dated
this 21st day of September 1998

A.F. Hoefsloot
B.C.L.S., C.L.S.

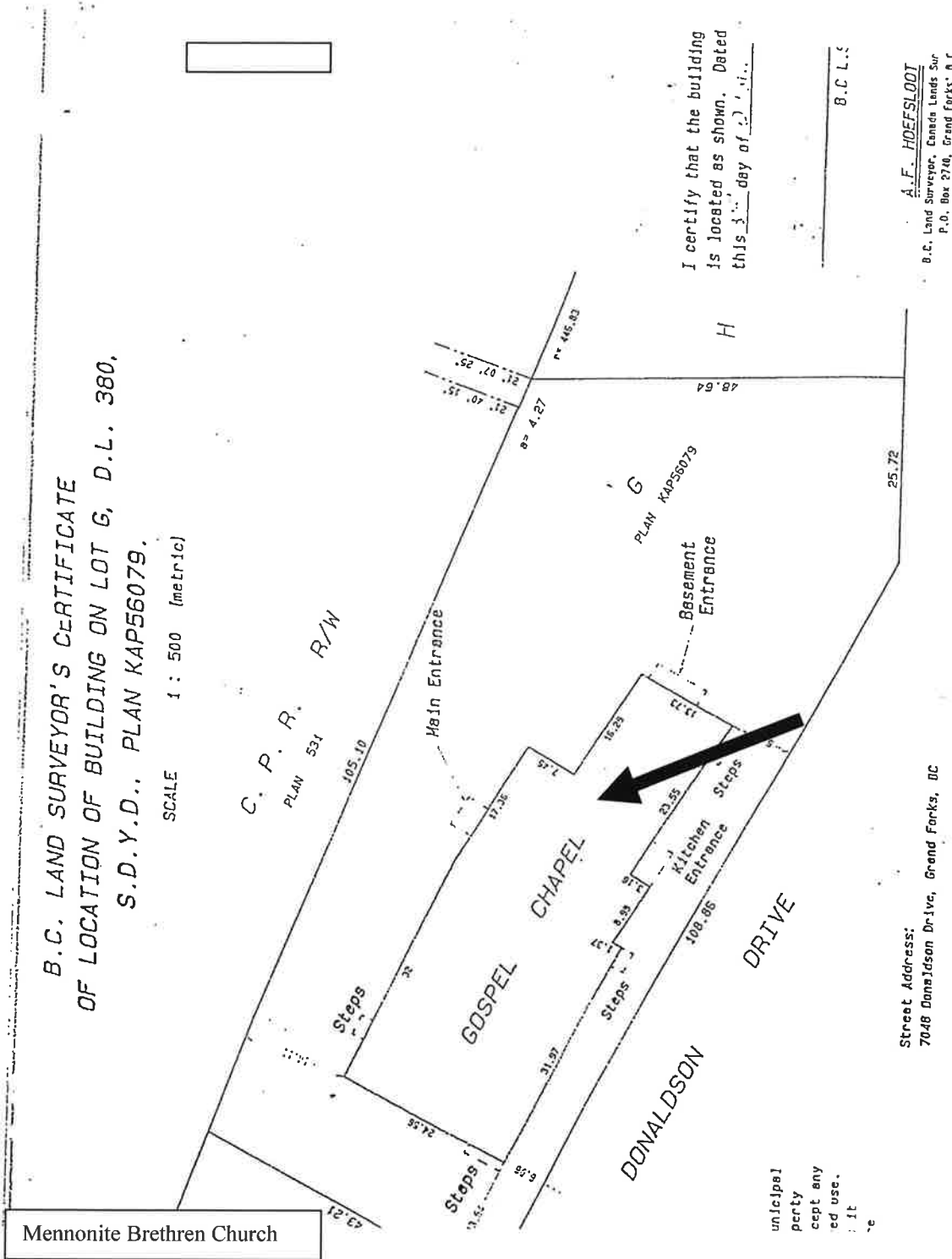
A.F. HOEFSLOOT

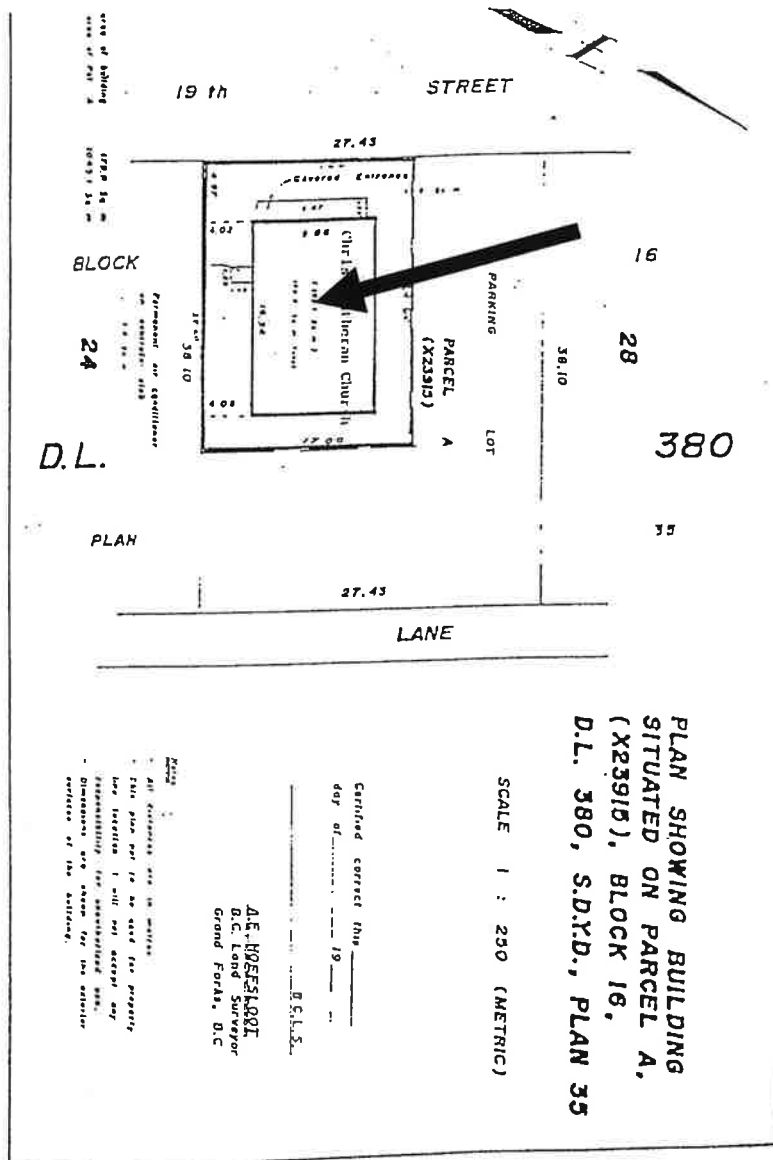
B.C. Land Surveyor, Canada Lands Surveyor
P.O. Box 2740, Grand Forks, B.C.
Y0H 1H0 442-5557

© A.F. Hoefsloot B.C.L.S. 1998

98-19-34

Schedule "E"

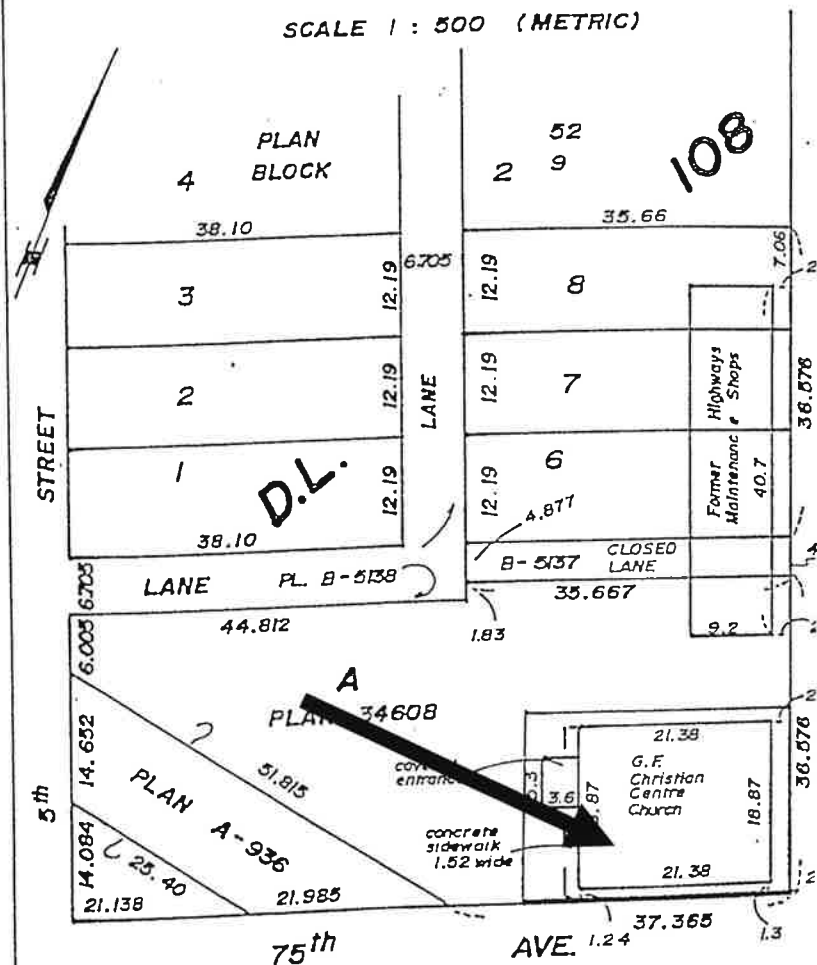




Christ Lutheran Church

Schedule "G"

Lot 1, District Lot 108, S.D.Y.D., Plan KAP45199



NOTES

All distances are in metres.
This plan is to be used for municipal purposes only and not for property line location.
I will not accept responsibility for any unauthorized use.

I certify that the buildings are located as shown. Dated this 11 day of July 1989.

[Signature]
B.C.L.S.

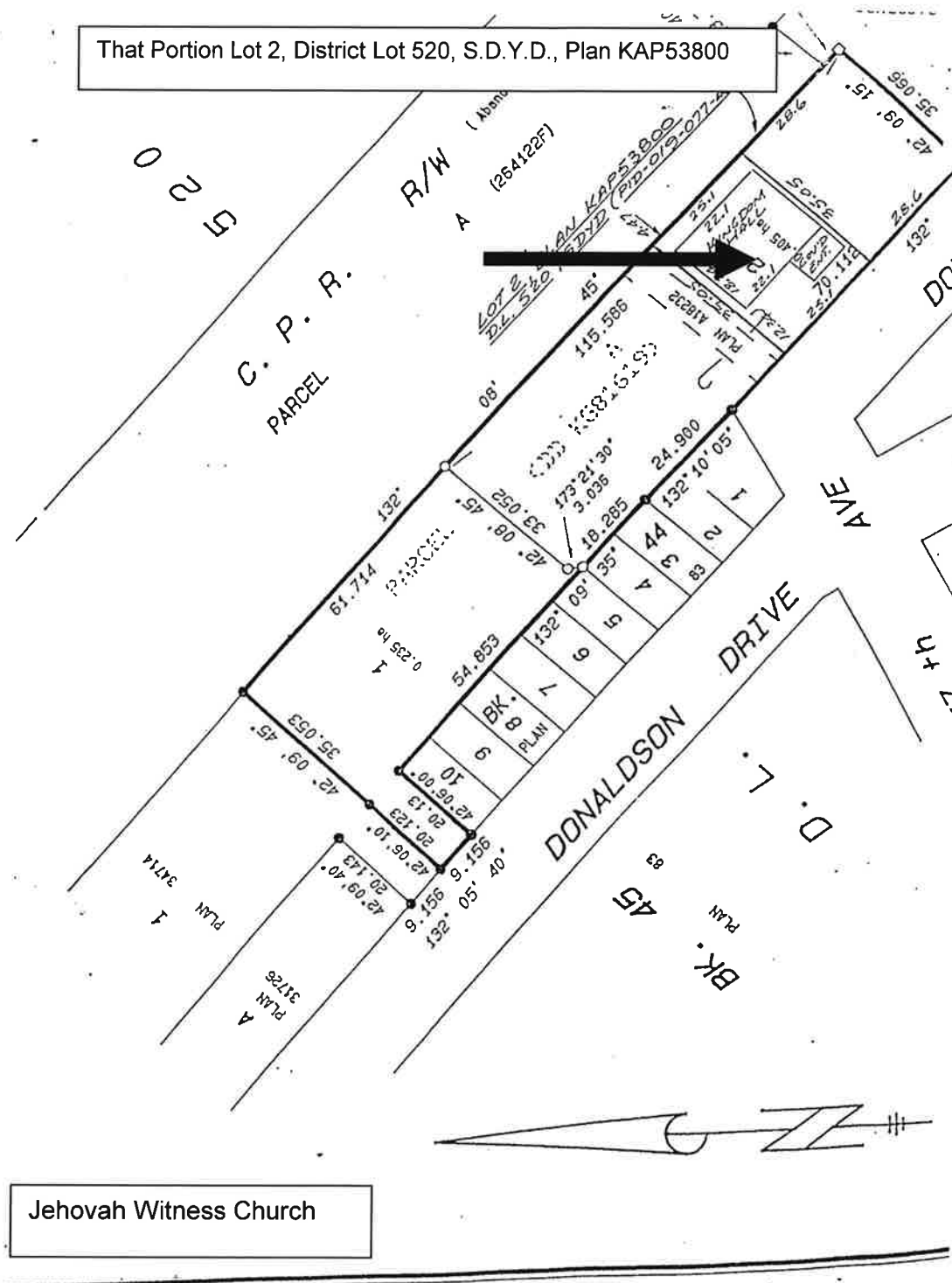
A.F. HOEFSLOOT
B.C. Land Surveyor
Grand Forks, B.C.

© A.F. Hoefsloot, B.C.L.S. 1989

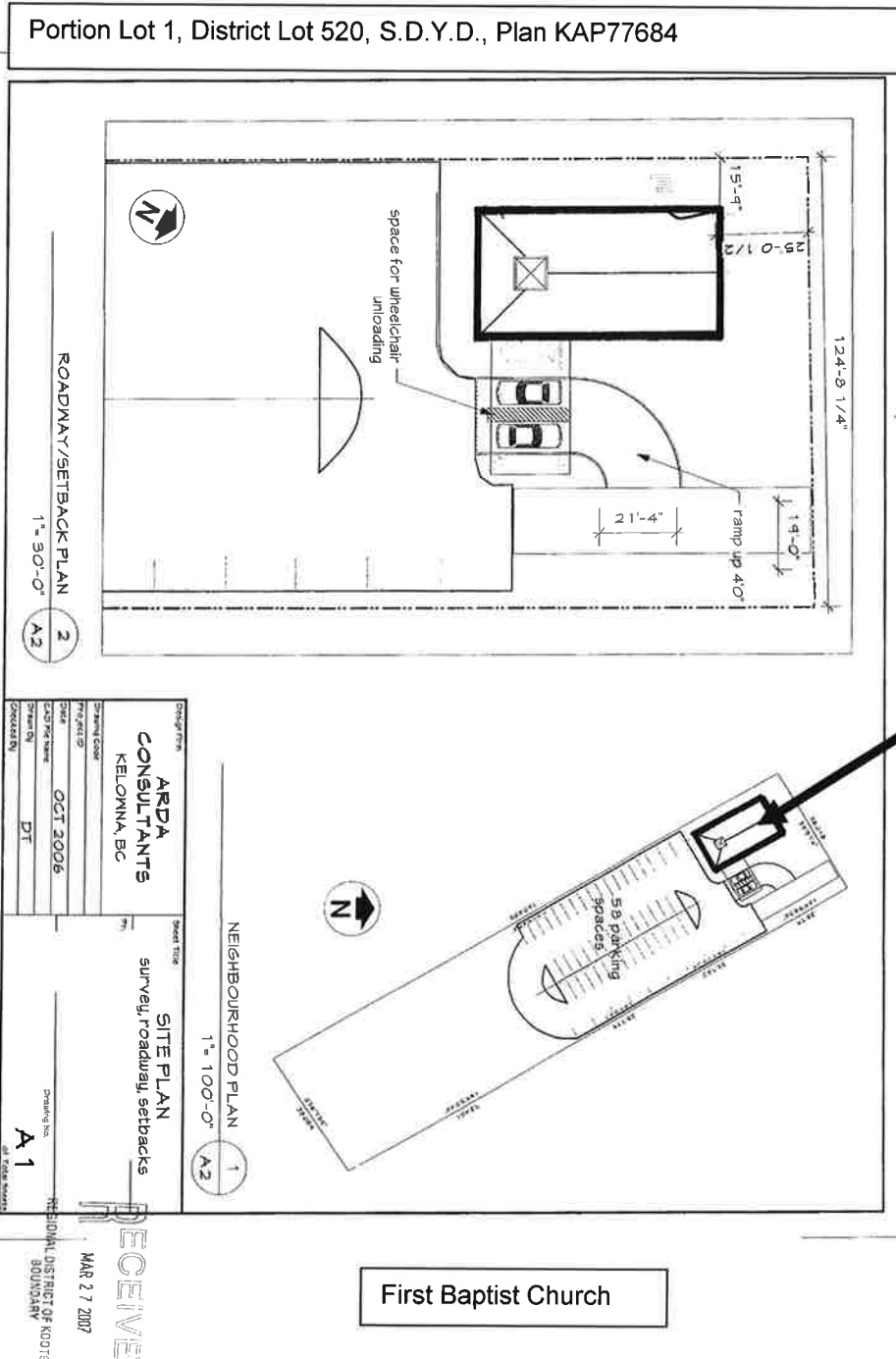
89-19-

Schedule “H”

That Portion Lot 2, District Lot 520, S.D.Y.D., Plan KAP53800



Schedule "I"



REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Chief Financial Officer
Date: October 13, 2015
Subject: Bylaw 2020 to Establish Community Works Reserve Fund
Recommendation: **RESOLVED THAT COUNCIL** give final reading to Community Works Reserve Fund Establishment Bylaw 2020, 2015.

BACKGROUND:

The City signed a renewed agreement for the Community Works Fund, also known as Gas Tax, in 2014. The new agreement expanded the Eligible Project Categories to include many capital projects that were not eligible under the previous agreement. As a result, the accounting requirements have changed and the establishment of a reserve is necessary.

Bylaw 2020 was presented to Committee of the Whole on August 17, 2015. The bylaw received first three readings at the September 14, 2015 Regular meeting of Council. Bylaw 2020 is now presented for final reading.

Benefits or Impacts of the Recommendation:

General: Provide efficient accounting of funds received, interest earned and capital projects expenditures as well as simplify annual reporting of fund activities.

Strategic Impact: Segregated funds will be clearly identified and directed to local priorities that fall within one of the Eligible Project categories pursuant to the Community Works Fund Agreement.

Policy/Legislation: Community Charter S. 188 and S. 189
Public Sector Accounting (PSA) Handbook
Community Works Fund Agreement

Attachments: DRAFT Bylaw 2020



Recommendation: **RESOLVED THAT COUNCIL** give final reading to Community Works Reserve Fund Establishment Bylaw 2020, 2015.

REQUEST FOR DECISION

— REGULAR MEETING —



- OPTIONS:**
- 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT**
 - 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT**
 - 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**

 Department Head or CAO	 Chief Administrative Officer
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THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2020

A Bylaw to Establish a Reserve Fund for Community Works Funds

=====

WHEREAS it is provided by Section 188 of the Community Charter that Council may establish a reserve fund for a specified purpose;

AND WHEREAS the Corporation of the City of Grand Forks is a signatory to the 2014-2024 Community Works Fund Agreement;

NOW THEREFORE, the Council of the Corporation of the City of Grand Forks, in open meeting assembled, **ENACTS** as follows:

1. This Bylaw may be cited as, **“Community Works Reserve Fund Establishment Bylaw 2020, 2015”**
2. Net proceeds received from the Union of British Columbia Municipalities under the Community Works Fund Agreement and interest earned on the fund balance shall be placed to the credit of the “Community Works Reserve Fund”.
3. Monies in the “Community Works Reserve Fund” will be solely used for the purposes allowed under the Community Works Fund Agreement.
4. The money set aside in this Reserve Fund shall be recorded separately and may be invested in the manner provided by the Community Charter until its use is required.

INTRODUCED this 17th day of August, 2015.

Read a **FIRST** time this 14th of September, 2015.

Read a **SECOND** time this 14th day of September, 2015.

Read a **THIRD** time this 14th day of September, 2015.

FINALLY ADOPTED this 13th day of October, 2015.

Mayor Frank Konrad

Corporate Officer Diane Heinrich

C E R T I F I C A T E

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 2020, cited as the "Community Works Reserve Fund Establishment Bylaw".

Clerk of the Municipal Council of the
City of Grand Forks