

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

**Tuesday, October 11, 2016, at 7:00 pm
7217 - 4th Street, City Hall Council Chambers**

<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 11th, 2016, Regular Meeting agenda	THAT Council adopts the October 11th, 2016, Regular Meeting agenda as presented.
3. <u>MINUTES</u>		
a) Adopt minutes September-19-2016-Special-Meeting-to-go-In-Camera-Minutes-Not Yet Adopted	September 19th, 2016, Special Meeting to go In-Camera minutes	THAT Council adopts the September 19th, 2016, Special Meeting to go In-Camera minutes as presented.
b) Adopt minutes September-19-2016-Regular-Meeting-Minutes-Not Yet Adopted	September 19th, 2016, Regular Meeting minutes	THAT Council adopts the September 19th, 2016, Regular Meeting minutes as presented.
c) Adopt minutes September-23-2016-Special-Meeting-Minutes-Not Yet Adopted	September 23rd, 2016, Special Meeting minutes	THAT Council adopts the September 23rd, 2016, Special 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 Councillor Tripp's Report Councillor Butler'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
Read the [RDKB agendas](#)

THAT Mayor Konrad'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) Acting Corporate Officer
[RFD - Acting Corp. Officer - Gallery 2-
Revised Lease and Fee for Service](#)

Gallery 2 - Revised Lease
and Fee for Service Funding
Agreement

THAT Council approves the
Revised 2016 Gallery 2
Lease and Fee for Service
Funding Agreement between
the City of Grand Forks and
Gallery 2.

- b) Manager of Building Inspection &
Bylaw Services
[RFD - Mgr. of Bylaw Serv. - Extension
for Bylaw Officer](#)

Contracted Bylaw
Enforcement Officer

THAT Council receives the
report and considers
approving an extension of the
Contracted Bylaw Services
for the remainder of 2016.
The extended Bylaw Service
would be funded through the
Bylaw Enforcement budget
approved in the 2016
Financial Plan. The 2017
budget will reflect the
continuation of the Bylaw
Services position until
October 30, 2017.

- c) Manager of Development &
Engineering Services
[RFD - Mgr. of Dev. & Eng. -
Shelestynski Floodplain Exemption
6116 - 12th St](#)

Floodplain exemption request
for property located at 6116 -
12th Street, legally described
as Lot 1, District Lot 382,
Plan KAP90023

THAT Council approves the
Site Specific Exemption
request to vary the Flood
Construction level from
516.600 meters to 515.600
meters to install a hot water
tank and heating source
0.6096 meters off the floor of
the first level of the home,
mounted on a metal stand,
subject to the applicant
registering a Section 219
covenant on title, saving the
City harmless in case of
flooding.

- d) Manager of Development &
Engineering Services
[RFD - Mgr. of Dev. & Eng. -
Subdivision Applic. Verkerk & Gilmore
- 12th St.](#)

Subdivision application for
6370 - 12th Street and 6380 -
12th Street

THAT Council approves the
two subdivision applications
for 6370 - 12th Street and
6380 - 12th Street.

9. **REQUESTS ARISING FROM
CORRESPONDENCE**

10. **INFORMATION ITEMS**

- a) Youth Parliament of BC Alumni
Society
[SOII - Youth Parliament of BC Alumni
Society](#)

The BC Youth Parliament's
88th Parliament will hold its
parliamentary session in
Victoria at the Provincial
Legislative Chambers from
December 27-31, 2016

THAT Council receives for
information the
correspondence from the
Youth Parliament of BC
Alumni Society regarding its
parliamentary session in
Victoria on December 27-31,
2016.

11. **BYLAWS**

- a) Chief Financial Officer
[Bylaw 2033 - RFD - CFO - 2017
Permissive Tax Exemption](#)

2017 Permissive Tax
Exemption Bylaw No. 2033

THAT Council gives final
reading to Bylaw No. 2033 -
2017 Permissive Tax
Exemptions.

- b) Manager of Development &
Engineering Services
[Bylaw 2035 - RFD - Mgr. of Dev. &
Eng. - Johnson Flats Wetland
Protected Natural Area Dedication](#)

Johnson Flats Wetland
Protected Natural Area
Dedication

THAT Council gives first and
second readings of the
proposed "Johnson Flats
Wetland Nature Park Bylaw
No. 2035, 2016".

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

Monday September 19, 2016.

NOT ADOPTED
SUBJECT TO CHANGE

PRESENT: MAYOR FRANK KONRAD
COUNCILLOR JULIA BUTLER
COUNCILLOR CHRIS HAMMETT
COUNCILLOR NEIL KROG
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON
COUNCILLOR BEVERLEY TRIPP

CHIEF ADMINISTRATIVE OFFICER	D. Allin
ACTING CORPORATE OFFICER	S. Winton
MANAGER OF DEVELOPMENT & ENGINEERING	D. Sheets

1. CALL TO ORDER

- a) Mayor Konrad called the September 19th, 2016, Special Meeting to go In-Camera to order at 6:01pm.

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) (a), PERSONAL INFORMATION ABOUT AN IDENTIFIABLE INDIVIDUAL WHO HOLDS OR IS BEING CONSIDERED FOR A POSITION AS AN OFFICER , EMPLOYEE, OR AGENT OF THE MUNICIPALITY OR ANOTHER POSITION APPOINTED BY THE MUNICIPALITY; AND 90 (1) (k), NEGOTIATIONS AND RELATED DISCUSSIONS RESPECTING THE PROPOSED PROVISION OF A MUNICIPAL SERVICE THAT ARE AT THEIR PRELIMINARY STAGES AND THAT, IN THE VIEW OF THE COUNCIL, COULD REASONABLY BE EXPECTED TO HARM THE INTERESTS OF THE MUNICIPALITY IF THEY WERE HELD IN PUBLIC; 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) Mayor Konrad adjourned the September 19th, 2016, Special Meeting to go In-Camera at 6:03pm.

MOTION: ROSS

RESOLVED THAT THE SEPTEMBER 19TH, 2016, SPECIAL MEETING TO GO IN-CAMERA WAS ADJOURNED AT 6:03PM

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER – SARAH
WINTON

THE CORPORATION OF THE CITY OF GRAND FORKS

REGULAR MEETING OF COUNCIL

September 19, 2016.

NOT ADOPTED
SUBJECT TO CHANGE

PRESENT:

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

CHIEF ADMINISTRATIVE OFFICER
ACTING CORPORATE OFFICER
CHIEF FINANCIAL OFFICER
MANAGER OF DEVELOPMENT & ENGINEERING
MANAGER OF OPERATIONS
MANAGER OF BUILDING AN BYLAW
BYLAW OFFICER

D. Allin
S. Winton
J. Rhodes
D. Sheets
D. Reid
W. Kopan
B. Alcock

GALLERY

1. CALL TO ORDER

- a) Mayor Konrad called the September 19th, 2016, Regular Meeting to order at 7:26 pm.

RESOLVED THAT the September 19th, 2016, Regular Meeting was called to order at 7:26 pm.

CARRIED.

2. ADOPTION OF AGENDA

- a) Adopt agenda
September 19th, 2016, Regular Meeting agenda

The Mayor amended the agenda to include a discussion about the UBCM Minister meetings, under Late Items.

MOTION: ROSS/KROG

RESOLVED THAT Council adopt the September 19th, 2016, Regular Meeting agenda as amended.

CARRIED.

3. MINUTES

- a) Adopt minutes
September 6th, 2016, Committee of the Whole minutes

MOTION: TRIPP/HAMMETT

RESOLVED THAT Council adopt the September 6th, 2016, Committee of the Whole Meeting minutes as presented.

CARRIED.

-
- b) Adopt minutes
September 6th, 2016, Regular Meeting minutes

MOTION: THOMPSON/HAMMETT

RESOLVED THAT Council adopt the September 6th, 2016, Regular Meeting minutes as presented.

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

Mayor Konrad advised that he would not allow Councillor Butler to read her Council Report as was his prerogative under s.12.8 of the Procedure Bylaw.
Councillor Butler appealed from the Mayor's decision.

MOTION: BUTLER

Appeal from the decision of Mayor Konrad regarding Councillor Butler's request to read her report and discuss the motion included in it.

NOT ADOPTED
SUBJECT TO CHANGE

Council discussed the notice of motion brought forward by Councillor Butler at the September 6th, 2016, meeting and agreed to allow her to bring it forward.

Councillor Butler read the motion regarding the posting of awarded contracts on the City website.

WHEREAS the City of Grand Forks is a public corporation representing its taxpayers;

AND WHEREAS fiscal responsibility, transparency and community engagement have been highlighted in the 2015-2019 Strategic Plan;

THEREFORE BE IT RESOLVED that all contracts be posted on the city website and all city RFP's contain a clause stating that contracts will be made available to the public.

Council discussed the resolution with regards to:

- transparency
- public information
- third party release of information
- proprietary information
- MMCD contract standards
- public opening of contracts

MOTION: THOMPSON/ROSS

RESOLVED THAT Council postpone the motion;

" WHEREAS the City of Grand Forks is a public corporation representing its taxpayers;

AND WHEREAS fiscal responsibility, transparency and community engagement have been highlighted in the 2015-2019 Strategic Plan;

THEREFORE BE IT RESOLVED that all contracts be posted on the city website and all city RFP's contain a clause stating that contracts will be made available to the public."

that was brought forward by Councillor Butler, until after UBCM.

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
The Mayor had no report this week.

MOTION: ROSS/THOMPSON

RESOLVED THAT Mayor Konrad's 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

NOT ADOPTED
SUBJECT TO CHANGE

9. REQUESTS ARISING FROM CORRESPONDENCE

10. INFORMATION ITEMS

- a) Bylaw Officer
Memorandum update regarding unsightly properties.

CAO spoke to Remedial Action Requirements

MOTION: HAMMETT/KROG

RESOLVED THAT Council allow members of the public to speak regarding property that has been served unsightly premises notices in accordance with Bylaw 1962.

CARRIED.

-
- b) Nadine Hieberg spoke to her home that has been served registered letters regarding its unsightly premises.
The Manager of Bylaw and Building Inspection provided an update on this property.

Mayor Konrad left the meeting at 8:05pm
Mayor Konrad rejoined the meeting at 8:05pm

There was an offer from Council to Ms. Heiberg to allow for an extension until November 30, 2016 and that the fine would be suspended until then at which time it will double if the property is not cleaned up by the November date.

MOTION: ROSS/TRIPP

RESOLVED THAT Council offer Ms. Heiburg an extension to clean up her unsightly premises until November 30, 2016; And Further that the fine of \$100 be suspended until then at which time it will double if the property is not in compliance with Bylaw 1962 by the November 30, 2016 date.

CARRIED.

MOTION: ROSS/BUTLER

RESOLVED THAT Council receives the memorandum update from the Bylaw Officer regarding unsightly properties.

CARRIED.

NOT ADOPTED
SUBJECT TO CHANGE

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- c) Manager of Operations & Manager of Development and Engineering
Memorandum on Capital Projects progress review

The Manager of Development and Engineering requested that Council make a decision regarding the Darrell Preide Bridge project, which would require a budget amendment in order for the project to move forward.

MOTION: BUTLER/TRIPP

RESOLVED THAT Council receives for information the memorandum from the Manager of Operations and the Manager of Development and Engineering.

CARRIED.

MOTION: THOMPSON/BUTLER

RESOLVED THAT Council determines to amend the 2016 Financial Plan to include an increase in the amount of \$100,000, to come from surplus in order to complete the Darrell J. Priede Bridge Project.

CARRIED.

-
- d) Nathan Vogel
Update on street piano to be placed in Gyro Park

MOTION: ROSS/HAMMETT

RESOLVED THAT Council receives the update from Nathan Vogel regarding placing a street piano in Gyro Park.

CARRIED.

11. **BYLAWS**

- a) Chief Financial Officer
2017 Permissive Tax Exemption Bylaw No. 2033

Council discussed the 2017 Permissive Tax Exemption Bylaw No. 2033

- area included in exemption

MOTION: THOMPSON/BUTLER

RESOLVED THAT Council gives first three readings to Bylaw No. 2033 - 2017 Permissive Tax Exemptions.

CARRIED. COUNCILLOR KROG OPPOSED THE MOTION.

12. **LATE ITEMS**

a) Mayor Konrad

UBCM - Discussion regarding the Minister Meeting with Minister Fassbender at UBCM to discuss Council Code of Conduct Policy 301.

MOTION: THOMPSON/KROG

RESOLVED THAT council determines to have only the Mayor and CAO attend the meeting at UBCM with Minister Fassbender to discuss Council Code of Conduct Policy 301 and Asset Management.

CARRIED. COUNCILLOR TRIPP AND BUTLER OPPOSED THE MOTION.

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

a) Kate Saylor - Grand Forks Gazette

- Regard to original cost of 5th Street Bridge
- UBCM Minister Meetings

Les Johnson

- Media Tower at JD Park

Guy Dubeault

- Letter to Council re: the building of an accessory building.

MOTION: BUTLER/TRIPP

RESOLVED THAT council grant permission to Guy Dubeault to speak with regard to a letter that he has written to Council requesting permission to erect an accessory building prior to obtaining proper permits.

CARRIED.

14. **ADJOURNMENT**

a) Mayor Konrad adjourned the September 19th, 2016, Regular Meeting at 9:40pm.

MOTION: ROSS

RESOLVED THAT the September 19th, 2016, Regular Meeting was adjourned at 9:40pm

CARRIED.

CERTIFIED CORRECT:

MAYOR FRANK KONRAD

ACTING CORPORATE OFFICER –
SARAH WINTON

NOT ADOPTED
SUBJECT TO CHANGE

THE CORPORATION OF THE CITY OF GRAND FORKS

SPECIAL MEETING OF COUNCIL

Friday September 23, 2016

NOT ADOPTED
SUBJECT TO CHANGE

PRESENT: MAYOR FRANK KONRAD
COUNCILLOR JULIA BUTLER
COUNCILLOR CHRIS HAMMETT
COUNCILLOR NEIL KROG
COUNCILLOR COLLEEN ROSS
COUNCILLOR CHRISTINE THOMPSON
COUNCILLOR BEVERLEY TRIPP

CHIEF ADMINISTRATIVE OFFICER
ACTING CORPORATE OFFICER

D. Allin
S. Winton

GALLERY

1. **CALL TO ORDER**

a) Call to Order

The Mayor called the meeting to order at 1:00pm

CARRIED.

2. **ADOPTION OF MEETING AGENDA**

a) Special Meeting Agenda
September 23, 2016.

MOTION: THOMPSON/KROG

RESOLVED THAT Council adopts the September 23, 2016 agenda as presented.

CARRIED.

COUNCILLOR BUTLER OPPOSED THE MOTION.

3. **REGISTERED PETITIONS AND DELEGATIONS**

4. **UNFINISHED BUSINESS**

- a) Mayor Konrad
UBCM discussion regarding Council participation at Minister Meetings.
The Mayor asked that the UBCM resolution be rescinded and reconsidered and that the Councillor who moved the motion at the September 19th, 2016 meeting make the motion.

Council discussed:

- process at Minister meetings
- no debate at meetings
- Council plays a supportive role to the Mayor
- reconsidered because two Councillor's approached the Mayor as they wished to attend and so the Mayor felt that in fairness to Council it be reconsidered
- the Council Code of Conduct is a contentious issue
- potential to bring up with the Minister that not all of Council did not support the policy

The Mayor appointed Councillor Thompson and Councillor Hammett with the alternate being Councillor Ross to attend the meeting with Minister Fassbender.

MOTION: THOMPSON/KROG

RESOLVED THAT Council reconsider the motion made by Councillor Thompson at the September 19, 2016, Regular Meeting *"That Council determines to have only the Mayor and CAO attend the meeting at UBCM with Minister Fassbender to discuss Council Code of Conduct Policy #301 and Asset Management"*.

CARRIED.

MOTION: THOMPSON / HAMMETT

RESOLVED THAT Council rescind the motion made by Councillor Thompson at the September 19, 2016, Regular Meeting *"That Council determines to have only the Mayor and CAO attend the meeting at UBCM with Minister Fassbender to discuss Council Code of Conduct Policy #301 and Asset Management"*.

CARRIED.

MOTION: THOMPSON/HAMMETT

RESOLVED THAT Council determines to have only the Mayor and CAO and 2 Councillors, chosen by the Mayor, with 1 possible alternate to attend the Meeting at the UBCM, with Minister Fassbender, to discuss the Council Code of Conduct Policy 308, and Asset Management, and any other relevant event, that the Mayor deems necessary for Councillors' attendance.

CARRIED.

COUNCILLOT BUTLER OPPOSED THE MOTION.

5. RECOMMENDATIONS FROM STAFF FOR DECISIONS

6. REQUESTS ARISING FROM CORRESPONDENCE

NOT ADOPTED
SUBJECT TO CHANGE

7. BYLAWS

8. LATE ITEMS

9. ADJOURNMENT

MOTION: ROSS/TRIPP

RESOLVED THAT the meeting be adjourned at 1:22pm

CARRIED.

CERTIFIED CORRECT:

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 11th, 2016
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.**

	For
Department Head or CAO	Chief Administrative Officer

Councillor Beverley Tripp's Report for October 11, 2016 Regular Meeting

Since our last Regular Meeting on September 19th, there have been a number of significant issues pertaining to local government to report on. Of significant interest to me was a Webinar I participated in on Sept. 22nd on climate action plans, sponsored by the Community Energy Association (CEA). Dale Littlejohn, Executive Director of the CEA spoke to the newly introduced Climate Action Leadership Plan legislation which sets the tone for the Province's progress on climate action over the next few years. This conversation was carried forward at the UBCM conference in Victoria September 26-30th, where hundreds of elected officials from municipalities across BC met to discuss, debate, learn and vote on important issues affecting people in their communities which they were there to represent.

Local governments' influence on carbon emissions is estimated at 56 percent so they are seen as a large contributor in supporting positive climate change in BC. This year dozens of resolutions presented at the UBCM addressed environmental, land, and community development issues including proper disposal of yard waste, burning refuse on crown lands, home energy efficiency tax credits, idling trains, cycling initiatives and green energy alternatives, just to name a few.

Yet one shoe size does not fit all, and issues of governance at the local level are singularly unique and complex. Energy production, availability and consumption were top of mind for Councillor Butler and myself when we met with MLA, George Heyman, Opposition Spokesperson for Environment, Green Economy and Technology. Informed by issues brought up in the preceding week's webinar, our questions largely revolved around emerging sources of alternative energy including solar, run-of-river, and energy storage capacity. I also attended an Energy and Mining Sector Breakfast where the Hon. Bill Bennett, Minister of Energy and Mines gave a report on BC Hydro's accomplishments to date. BC's economy is growing, he explained, and there will be increased demand for affordable energy. On the issue of mining, Minister Bennett noted that this industry supports many smaller communities in BC. He challenged the provincial government to encourage prospecting as a means of discovering yet untapped potential/resources for future development. One UBCM resolution brought forward by the District of North Saanich asked that the BC Government call on BC Hydro and its contractors to immediately suspend all work on the Site C Dam until the project can be reviewed by the BCUC and proceed through a public hearing and consultation process. This resolution passed, but not without the acknowledgement that close to 2,000 people working at the dam construction site could be adversely affected.

Another Small Talk conference forum afforded some interesting perspectives on issues germane to communities with populations under 5000. Some unique projects that demonstrated positive community engagement were presented, offering us councillors some things to take away and "chew on" for our city.

In addition, two workshops of note that I attended were on Tent Cities & Homelessness and Gang Violence. Both are emerging issues in our city, and it is incumbent upon us councillors to be informed and aware of what has been done successfully (and not so successfully) in other centers. The bottom take-away on the homelessness issue was, "Take action – early!" - get supports in place, work with outside agencies, societies, volunteers, and government to implement a workable plan. Unfortunately, I did not attend the meeting with Minister Coleman on transitional housing. Concerning gang violence coming into our community, one great suggestion was to have an anti-gang curriculum in our schools that would target 9-11 year olds. Keeping the topic alive in the community, sharing responsibilities and

accessing the Police and Social Services agencies, along with gang exit strategies are also tools to deal with this troubling issue.

Also during the conference Councillor Butler and I were fortunate to be able to meet with MLA Selina Robinson, New Democrat Opposition spokesperson for seniors, local government and sports. We discussed with her our concerns over the new Council Code of Conduct, and the statement I had included about it in my previous Councillor's Report.

In summary, I would have to say that out of the sheer magnitude of the subjects and topics covered and offered at the UBCM conference, the issue that struck me the hardest was about the state of our oceans. We had the rare privilege of pre-screening the film, "A Plastic Ocean," soon to be released in the new year. This film was brutally graphic about what plastics are doing to our oceans, the sea life in them, and all of the bird and animal life that it sustains. I believe that this is a crisis of far greater magnitude and import than even climate change because it is deeply affecting life at the level of our food chain. Having been so shockingly informed, I will be speaking to this issue much more in the future.

In my report for the last council meeting of September 19th, I noted that I was looking forward to a "debrief" of the summer's community events making its way to an upcoming agenda. With respect to this, I am now putting forth the following motion:

Whereas gathering pertinent financial and other factual information about community events hosted by the City and its volunteer groups during the summer months is beneficial,

and in the interests of determining where the city could further support the volunteer efforts of groups and clubs that generate so much interest in Grand Forks as a summer destination,

Therefore be it resolved that staff prepare a detailed report on these events including how much they cost the City, with an estimation of revenue that was generated for the business community from these events, and staff will also canvas organizers to receive suggestions for improving these events, and provide a report to Council at the next regular meeting.

As I stated in my previous Councillor's Report, I believe this is a very important function for council to undertake, not only for our fiscal responsibility, but also for our civic responsibility, and that it be undertaken as soon as possible so that our collective distillation of the summer's events don't fade as the days shorten into fall.

If you have any questions about anything referred to in my report, please don't hesitate to contact me at my City email address: btripp@grandforks.ca.

Respectfully submitted,

Beverley Tripp

Councillor's Report

October 11, 2016

Julia Butler

The last week of September has been a busy one for council with the UBCM hosted in Victoria this year. The week was full of information sessions, networking events and speeches from prominent leaders.

Considering forestry plays such a large role in the economy of our city I decided to attend "Forest Policy Decision-Making: The Case for Greater Community Consultation". With 85% of respondents to a UBCM survey last year indicating that their communities are not being adequately consulted when tenure holders make forestry decisions that impact their communities, this workshop seemed essential. Representatives from local government, the provincial government and industry split into small groups to discuss when, how and with whom communications should take place. Everyone worked collaboratively and clarity was reached on a number of issues. Detailed notes were taken and will be passed along to the UBCM's Economic Development Committee to discuss with FLNRO. One seasoned delegate made the comment that they had been discussing this for years and nothing has changed. As a newcomer to local government, it reminded me how important it is to listen to the feedback we get from our communities and then take the next step of incorporating the needed changes.

The Small Talk Forum was a great opportunity for communities our size to highlight their recent successes and ask for feedback on challenges they are facing. The Village of Slocan showcased their new Owl Walk, which was a lovely transformation of a previously derelict area. Completed on a very tight budget, the project made use of "job creation partnerships" funding. The Village of Lumby talked about their success with a community forest partnership between the village and the Splat'sin First Nation Community. Osoyoos council had a huge victory this year, by working with their community to keep their secondary school from being closed. Clinton was able to turn one of their "brownfields" into an off leash dog park using Provincial funding. The forum was wrapped up by a speech from the Honourable Todd Stone, Minister of Transportation and Infrastructure and the Honourable Peter Fassbender, Minister of Community Sport and Cultural Development.

Other speeches from our host, the Mayor of Victoria, Lisa Helps, the Lieutenant Governor, Judith Guichon, UBCM President, Al Richmond, the Premier of BC, Christy Clark, award winning humanitarian, Dr. Samantha Nutt, FCM President, Clark Summerville and NDP leader, John Horgan, interspersed the conference.

The Annual Report and Resolutions sessions were jam packed with almost 150 resolutions being brought forth by communities from all around the province. Of course we were happy to see that all three of our resolutions from Grand Forks were passed but with so many requests of the Provincial government, it leaves one questioning if they will be lost amongst the crowd! The majority of motions were passed but unfortunately the resolution brought forward by our own AKBLG did not get endorsed. This motion was asking other area associations to implement a prioritizing practice into their resolutions processes to help highlight issues the membership wants to receive priority with the Province. Even with the time allotted, not all motions had time to be properly vetted. This left one member suggesting that we spend less time on speeches and more time doing the work.

The Greater Victoria Harbour Authority Tour was an informative blend of social, environmental and economic activities all focussed on the water. It is home to Canada's busiest cruise ship port of call and a multi-million dollar redevelopment is planned for Ogden Point. As we sailed out of the harbour we were fortunate enough to spot two killer whales from the transient pod!

As Councillor Tripp and myself were unable to attend the meetings set up with the Ministers, we took the opportunity to schedule meetings with the official opposition to get a balanced approach to issues. We met with Selina Robinson, MLA for Coquitlam- Maillardville and the New Democrat Opposition spokesperson for seniors, local government and sports. I have had the pleasure of meeting Selina a few times during my term and always appreciate her poignant, caring oversight of matters. We asked her for feedback on our council code of conduct policy 308 and asked if she felt it was something to be included in the Community Charter. She was saddened, not only by the ambiguity of the policy but also for what she perceived to be a political tool. "It will never go in The Charter", she said.

We were also fortunate enough to have half an hour with MLA, George Heyman, opposition Spokesperson for Environment, Green Economy and Technology. Following a webinar I attended on the Climate Action Leadership Plan released in August 2016, I was interested in following up on some of the 21 next steps for BC, in fighting climate change. Specifically, and in light of Site C, I was interested in how Mr Heyman viewed the claim that dams are actually green technology. He preferred to discuss the benefits of solar power moving forward and was confident that as technology advanced and prices dropped that this would be a more viable option. We also discussed the integration of the EV into our grid and the possible need for increased power generation to match the demand.

Most evenings were topped off by receptions around the inner harbor sponsored by various organizations with a vested interest in local government. This was another great opportunity to hear about issues in other communities. I was most impressed by an initiative coming out of Cumberland called social procurement. "Last year, Cumberland BC earned certification as Canada's first buy-social municipality. The village was followed closely by Vancouver and is being recognized across the country as a public sector innovator and early adopter of an emerging practice called social procurement." – "BUILD 2016, pg 60", Vancouver Island Construction Assoc. I was lucky enough to get to talk with Sandra Hamilton, a business consultant who first learned of this initiative while working on the Olympics in Vancouver. Sandra has since brought the idea to Cumberland and most recently Ft McMurray. When Sandra said that community benefit clauses were being added to contracts, I asked if it was even legal! This provides an avenue for cities to be able to favor companies that give back to their community by adding the requirements right into the contract. I'm hoping that this idea is something that our council can learn more about and apply to future RFPs.

October 4th, 2016

Councillor Report for Tuesday October 11th- Councillor Ross

Saturday September 24th

HARVEST FESTIVAL, Boundary Museum: Hosted by the Kettle Valley Food Co-op (kettlevalleyfoodcoop.org), this was one of the most enjoyable events I have attended in Grand Forks. Attended by approximately 400 people, the day was full of music, food, farmers market stalls, games, and socializing. This was a perfect example of how to bring together the rural and urban in our community— around wholesome food and fun.

Monday September 26th- Friday September 30th

UNION OF BRITISH COLUMBIA MUNICIPALITIES, Victoria BC: “Stronger Together was the theme for this annual event which consists of a full week of workshops, meetings, speeches and presentations by elected officials and resolution sessions.

Highlights: All three resolution submitted from the City of Grand Forks were passed.

Other important resolutions were passed that included strong positions on forestry, low income housing, land use, climate action, human rights etc. I would be very willing to lend the resolution book to anyone wanting to review the details of the resolutions.

Mid Sized Communities— I attended this workshop, although GF is not “mid sized”, but we do share similar struggles. The standard of living is in decline across BC among youth and young families. When comparing generations, this demographic are finding it more difficult to make ends meet, mostly due to high housing costs. The gap between what people earn today and the cost of housing is growing.

Important highlights for GF:

If you want to grow our town and attract young people and families, take out ads in Vancouver papers focusing on low cost housing in your town, schools, recreation, environmental assists, safety and other positive attributes in GF.

- Do NOT make your town a beautiful place to drive through.
- Shift from being simply an industrial community to a service community.
- Tell better stories about your community. The negative stories will get out first and go viral. Tell your own story!
- Be aware of your schools. How are they doing?

Medical Cannabis Dispensaries in Our Communities: There is a regulation vacuum that is being filled by municipalities. There are models that can be cobbled together what makes sense for your community. I have taken notes on how various communities have decided to manage dispensaries.

BC Local Government Billion Dollar Infrastructure Challenge: The majority of municipalities have adopted an asset management policy and have made it a strategic priority. This is long term planning which involves planning and budgeting to meet the ongoing needs, and often neglected, difficult, and somewhat boring challenges of fixing or replacing every cities infrastructure, much of which is unseen by tax payers, but felt by every tax payer when it stops working.

Affordable Housing: The most affordable housing stock is the stock that is already in your city. There is an affordability crisis in much of BC. Rental housing is important to low-moderate income earners. It is important to young families, young adults and some seniors. There

should be incentives for density housing for rental housing through zoning bylaws. Low building permit cost for multi family units.

LOW LIGHTS: I felt there were too many political speeches from Ministers during the convention. These ministers were already on panels and at events. This cut into resolution time.

Cost: The impact that these conference have on municipal leaders is beyond what any simple one day event can have upon our ability to meet with, and learn from other officials. The workshops are valuable, and allow us to hear from many and diverse view points on any of the topics. Unfortunately these are also very costly events, and I would suggest that in the future the council consider sending only 3-4 members of council at the maximum, and that a method be agreed upon by which we collectively determine who will and will not attend. All councillors do benefit, but the cost of high.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Procedure Bylaw / Council

Date: October 11th, 2016

Subject: Report – from the Council's Representative to the Regional District of Kootenay Boundary

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

OPTIONS:

- 1. RESOLVED THAT MAYOR KONRAD'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 of CAO	 For Chief Administrative Officer
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REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Acting Corporate Officer
Date: October 11, 2016.
Subject: Gallery 2 - Revised Lease and Fee for Service Funding Agreement
Recommendation: **RESOLVED THAT** Council approve the Revised 2016 Gallery 2 Lease and Fee for Service Funding Agreements between the City of Grand Forks and Gallery 2.

BACKGROUND: The City of Grand Forks signed an agreement with the Society for the Preservation of Community Arts and Culture in November 2008, when the society moved into the old court house. In 2009, the Grand Forks Chamber of Commerce requested that the Grand Forks Art Gallery take over the operation of the Visitor Information Centre. During this time, the Grand Forks Art Gallery took over the operation from the Society (that additionally included a Heritage component), and a new lease agreement and a new operating agreement was agreed upon. The commencement date was changed to April 1st, 2009 and remains so in the existing lease that is now presented to Council for their consideration. The required legislative advertising as per Section 26 of the Community Charter, as it pertained to land disposal, was advertised in both 2008 and 2009.

Both the Lease and Fee for Service agreements establish a legal framework for the responsibility and accountability by both parties. The lease also includes a maintenance procedure for the facility.

The work to complete the revised agreements has taken longer than anticipated. However, both parties continue to consistently act in good faith.

Lease Agreement:

Changes: The majority of changes to the lease were housekeeping in nature with the exception of Schedule A 1 (b) where Council, by resolution earlier this year, asked to have:

1. "the costs of electrical power" removed from the City's financial responsibilities.

Term: the lease agreement remains for a term of twenty-five years from the commencement date of April 1, 2009.

While the overall agreement is complex, the following points capture the key elements:

1. The City agrees that Gallery 2 will operate the building and have exclusive use of the premises for the purposes of providing the services of museum and archives.
2. Gallery 2 will pay the City \$1.00 annually for exclusive use of the premises.
3. Gallery 2 is responsible for all capital improvements, with prior approval of Council, to the property and will pay for these improvements.
4. The City will supply utilities in accordance with Appendix A: supply water, electricity, natural gas, telephone, garbage collection, sewage facility or any other utility used on the premises.



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

REQUEST FOR DECISION

— REGULAR MEETING —



5. Gallery 2 is responsible for repairs and maintenance (cleaning, janitorial) to the premises, excluding the outside areas.
6. Gallery 2 is responsible for building service costs of electrical, water and sewer, telephone etc.
7. Gallery 2 will obtain and keep in force throughout the term, insurance for contents, liability, Directors and Officer's errors and omissions.

Fee for Service Funding Agreement:

Changes: The majority of changes to the Fee for Service Agreement were housekeeping in nature.

1. Gallery 2 will provide defined services; art gallery, heritage and visitor center, and services in relation to the municipal campground, to the public during the agreement period.
2. The City will pay Gallery 2 a minimum annual amount of \$142,000, to provide the services identified in the Fee for Service Agreement.
3. The premiums for insurance will be included in the Annual Budget to be paid by the City.
4. Gallery 2 will pay insurance premium for art and artifacts and all other contents.
5. Art purchased using City funds and donations of art and museum artifacts are the property of the City.
6. Gallery 2 is responsible for presenting their annual report within 2 months after the end of each fiscal year.
7. Gallery 2 is responsible for presenting quarterly reports at COTW. These reports will include financial and operational reports.
8. Gallery 2 is responsible for submitting to the City a request for funding, each year no later September 20, outlining details of staffing, employee wages and benefits, and Building Services Costs.
9. The City is responsible for approving funding to Gallery 2, no later than November 15th of each year.

Benefits or Impacts of the Recommendation:

General: Gallery 2 Lease and Fee for Service Agreements are reviewed annually.

Policy/Legislation: Policy #503

Strategic Impact:

[fiscal]

[economic growth]

[community engagement]

[community liveability]



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

REQUEST FOR DECISION

— REGULAR MEETING —




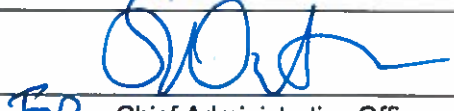
Attachments:

- 1) Policy #503 – Community & Organization Support
- 2) Lease Agreement & Lease Agreement with changes
- 3) Fee for Service Funding Agreement & Fee for Service Funding Agreement with changes

Recommendation: **RESOLVED THAT** Council approve the 2016 Gallery 2 Lease and Fee for Service Funding Agreements.

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	for Chief Administrative Officer



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

THE CORPORATION OF THE CITY OF GRAND FORKS			
POLICY TITLE:	Community & Organization Support (Events and Community Oriented Services)	POLICY NO:	503
EFFECTIVE DATE:	2013	SUPERSEDES:	New
APPROVAL: Council Resolution		PAGE:	1 of 5

POLICY:

1. PROVISION OF INFORMATION REGARDING GRANT OPPORTUNITIES

The City of Grand Forks' website will include a page dedicated to Community and Organizational Grant Funding Opportunities that intends to provide links to current granting information. The City of Grand Forks will provide up to date Grant Opportunities information on a quarterly basis or as currently received to the City from the Provincial and Federal Governments or their individual Ministries, to be placed on the City's website. Organizations should be aware that besides governmentally driven funding information that would be provided as information from the City, that research should be done with regard to the multitudes of other funding opportunities available outside of the governmental realm.

2. NON-MONETARY CITY SUPPORT TO ORGANIZATIONS

a) Assistance to Grant Applicants – Although the role of City Staff is not to fill out or submit Grant applications, Staff may be able to provide advice and/or assistance of information pertinent to the Municipality, for the benefit of the grant application.

b) Support Letters to Organizations and Groups – City Council authorizes City Staff to provide Letters of Support in an on-going basis to organizations requesting said support to accompany their funding applications. Letters of Support do not commit the City to any monetary commitments, unless previously directed by resolution of Council in compliance with budget restraints.

Organizations requiring letters of support should do so in writing or via email, outlining the nature of their funding request; the Community or organizational benefits if they receive the grant; identify to whom the request should be addressed; and supply instructions to Staff on where the support letter should be sent – whether it be by personal pick-up at the front counter at City Hall, via email (email address required) or by mail (complete mailing address required) and allow City Staff two weeks, in advance, to provide their support letter.

3. CITY SUPPORT FUNDING OPTIONS

Council may determine to provide support funding at its discretion and subject to the requirements of the Community Charter and provided Council has an annual allocation of funds in the City's Financial Plan for some or all of the following funding components:

a) Umbrella Organizations

Council may choose to appoint a qualified umbrella organization in compliance with the Canada Revenue Agency 's Policy Statement CPS-026, "Guidelines for the Registration of Umbrella Organizations" and in compliance with Subsection 149.1(1) of the Income Tax Act, to act as a funding distributor for determined budgeted allocated funds intending to support other registered charitable Community organizations. By law, qualified beneficiaries are regarded as registered charities and the umbrella organization must demonstrate that at least 90 percent of the beneficiaries of its service are registered charities.

Council may determine that yearly allocated funds be directed to the care of the Umbrella Organization with consideration of a set of guidelines that would outline specific requirements geared to benefit the City. It would be Council's discretion whether they wish to provide funding to an Umbrella Organization within any given year.

b) Fees for Services

Council may determine to provide funding to an organization contingent on a Community Service Agreement between the two parties. The organization entering into the agreement would be obligated to provide determined Community services in lieu of funding.

Fees for service requests are required to make their presentations to Council on an annual basis during the City's budgeting process (to allow Council to consider allocating funds for the following year), by presenting their business case for the requested funding amount, in addition to in-kind requirements of the City, in any and outlining the "Community As A Whole" services that they intend to provide to the City. If an existing funding agreement is already in place, those agreements would remain in effect until their expiry date. Business cases and correspondence should be submitted in writing to the City by October 31st in order to be presented to Council during the budgeting process for the following year. It is Council's prerogative to accept or reject any proposals.

4. COMMUNITY SPIRIT EVENT FUNDING PROGRAM

The Community Spirit Events funding program would include funding from both in-kind City contributions and by funds set aside for Community events and entertainment opportunities throughout the year. The dedication of funds will determine the caliber and quantities of the events for the following year.

a) In-Kind City Services

Council would determine an annual budget amount for the in-kind services. While no money changes hands, events can incur a significant in-kind to dollar amount in the form of wages paid to employees who are dedicating their time to City assistance for and during an event, and also by use of City equipment and supplies, such as loaders, water trucks, sound system, barricades, posters, etc.

During the annual budgeting process, Staff will review with Council, the previous & current year's in-kind contributions, to date, in addition to including any scheduled, pre-planned significant events for the following year, so that Council will be able to make the next year's in-kind funding decision.

The in-kind funding will support the yearly smaller and "anchor" events. Posting of in-kind services for these events should be clearly identified as per each event so that costs can be properly tracked and will provide the foundation for budgeting purposes. "Anchor" events are identified as those which traditionally repeat themselves year after year, such as a Fall Fair, Canada Day, etc.

In order to protect the assets of the City that may be distributed and requested by various groups and organizations, a refundable deposit will be required by the City. The amount of the deposit will be determined by Staff, contingent to those assets which are lent out.

City Sponsored Events and/or Activities

Council may determine to allocate a determined amount of funds through the yearly budgeting process to go towards Community events and activities. To assist in the determination of total allocated funds for the program, Staff would review and present to Council, the past City funded sponsorships, in addition to reviewing and discussing possible future events and activities, for which Council may wish the City to participate.

Working with volunteers and various organizations in relation to events, holidays and activities, Staff would have discretion to determine how to utilize the budgeted funds throughout the year and have the ability to carry over any surplus funding to the following year, with regard to items 1 through 4, as below. An exception to this guideline would be in relation to larger events and requests, such as festivals, where the City is considering or is requested for event funds exceeding \$2,000.00, wherein Council would be presented with an event & expense plan (complying within the current budget), either by Staff or by an organization wishing to become an event host.

Organizations seeking funding from the City must first demonstrate, disclose and provide proof of other applications and funding which may be received from other sources paid to that organization for their event. Organizations or groups that have grants or funding applications in process, or pending, must provide acknowledgments and/or correspondence

from the other "grantors", prior to making their presentations to Council as a Delegation, in accordance with the City's Delegation Policy.

1. **Statutory Holiday & Seasonal Sponsorship** - in the form of "no charge" activities and/or entertainment that would be planned and collaborated with City Staff and event volunteers and organizations in relation to the events;
2. **Advertising Sponsorship** - where determined funds intending to support events through advertising requests would be allocated by Staff, in compliance with the current budget. Some examples, (but not limited to) are: Event & program booklets, newspaper support regarding Community events, "Chuck wagon" Tarps;
3. **Educational Scholarships** – Annually, the City receives a request from the Grand Forks Secondary School for two \$500.00 scholarships to be given out to two graduation students, as per the GFSS Scholarship Policy No. 502;
4. **Volunteer Appreciation** – Traditionally, on an annual basis, the City contributes funds toward the recognition and appreciation of its Volunteers;
5. **City Sponsored Festival Considerations** – The City may decide to sponsor a Seasonal Festival or Festivals, e.g. (but not limited to) are: A Winter Festival and/or a Summer Festival. A festival would require considerable planning with several groups, organizations and volunteers. The City would require an entity to facilitate and coordinate the details. Council should decide during the annual budgeting process, if they are willing to commit funds for Event Hosting each year.

5. EVENT HOST & HOSTING FUNDS

The City may advertise for organizations to apply to be an Event Host for yearly festivals. Organizations would be encouraged to apply to be the Event Host and subsequently present their business case to Council. As part of the process, the group would apply for a Hosting Fund in order for the group to do the work and would work with vendors, other organizations and volunteer groups that would be involved in the "festival"; in addition, they would be required to outline all expenses expected to be funded by the City for the venue and would follow the following criteria as part of the application:

- Event Host Group must make a presentation to Council at least four months in advance of the event, fair or a tournament. The presentation must be accompanied by a written plan and requests of the City.
- If at all possible, the presentation to be made in conjunction with the City's budgeting process commencing in the fall taking in consideration of at least four months in advance of the event
- The applicants must specify the amount of event host funding required.
- The applicant must demonstrate the acceptability of the event, fair and tournament within the Community and the involvement of volunteers

- The applicant must provide a financial plan for the tournament, event or the fair, including donations and advertising revenues and specify the financial and in-kind expectations of the City
- The applicant must specify any waivers of fees, charges and permits from the City, including City employee commitment required during the event.

General Requirements

Preference may be given to applications that:

- Partner with other service providers in the Community;
- Requesting Provincial Grant money as a priority in order to improve Community infrastructure with matching funds from donations and grants, rather than requesting ongoing financial support.

6. ADDITIONAL REQUIREMENTS

Events support funding allocation unspent from operating fund shall be carried forward into the following fiscal year.

Programs, activities and events must not offer direct financial assistance to businesses, individuals or families.

The City has an Events Request Form which must be completed by those requesting City venues, services and Staff. As part of the City's contribution, whether it be financially or in-kind, would require the utilization of the City's brand as a supporter of said event.

In order for Staff to facilitate Council's decisions within this policy, forms and applications would be "as appendices" to this policy and would need to be developed and/or altered by Staff, from time or time, to facilitate event requirements.

**The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2014)**

THIS REVISED LEASE AGREEMENT dated as of the ____ day of ____, **2016**

BETWEEN:

THE CORPORATION OF THE CITY OF GRAND FORKS
(Hereinafter referred to as the "Landlord")

AND

THE GRAND FORKS ART GALLERY SOCIETY (Hereinafter referred to as the "Tenant")

WITNESSES that in consideration of the mutual covenants, conditions and agreements herein contained, the Landlord and the Tenant covenant and agree as follows:

1. DEFINITIONS

1.1 Definitions

In this Lease, unless there is something in the context inconsistent therewith, the Landlord and the Tenant agree that:

- a) "Building" means collectively the buildings, improvements, structures and facilities created or to be created on or under the Lands and all alterations and renovations thereto, within, upon or under the Lands and outlined in the attached Schedule B;
- b) "**Commencement Date**" means the **1st day of April, 2009**.
- c) "Lands" means those certain lands legally described as: Lots 5-7, Block 20, Plan Number 23, District Lot 108, L.D. 54
- d) "Operating Agreement" means the Agreement dated for reference _____ between the Landlord and the Tenant for providing the funding for, and services to be provided by, the Tenant within the Building and Premises, as approved by the municipal Council of the Landlord.
- e) "Premises" means those parts of the Lands and Building that are outlined in bold on the plan attached hereto as Schedule "B"
- f) "Term" means the term of years and days commencing on the Commencement Date as set out in Article 2.2.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

2. DEMISE AND TERM

2.1 Demise

The Landlord, in consideration of the rents, covenants, agreements and conditions herein to be paid, observed and performed by the Tenant, does hereby demise and lease to the Tenant the Premises for the Term.

2.2 Term

Subject to the terms and conditions of this Lease, the Tenant shall have and hold the Premises for a term of twenty five (25) years from and including the Commencement Date. Notwithstanding the foregoing, the Landlord may cancel and terminate this Lease at any time after the expiry of the first ten (10) years of the Term upon providing the Tenant with two (2) years written notice. In the event of cancellation by the Landlord under this clause, the Landlord agrees to reimburse the Tenant for all actual and reasonable direct Tenant expenses incurred in relocating the Tenant's operations to alternate facilities to a maximum cost of \$300,000 [NTD check] divided by the term of years remaining in the Term at the effective date of termination, excluding any renewal period. The Tenant may cancel and terminate this Lease upon providing the Landlord with one (1) year written notice at which time all Tenant Expenses then owing to the Landlord will at once become due and payable and the Tenant will at the same time as providing its notice to the Landlord provide the Landlord with a certified cheque payable to the Landlord for such amount.

2.3 Option to Renew

If the Tenant desires a renewal of this Lease for a further term of twenty five (25) years, or any lesser term, the Tenant shall give one years' notice, in writing, to the Landlord of its intent to exercise the rights contained in this Lease. Where the Tenant has exercised its option to renew the Lease, the Landlord shall grant a second term of twenty five (25) years, or for such lesser term requested by the Tenant in the notice, upon the negotiated terms and conditions. Once the renewal term commences, the renewal term shall for all purposes of this Lease be considered the Term, and the parties relationship shall continue to be governed by the terms of this Lease with the exception that the Tenant shall have no further option to renew the Term.

3. RENT, TAXES AND OTHER CHARGES

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

3.1 Basic Rent

The Tenant will pay to the Landlord in advance in lawful money of Canada basic rent of \$1.00 per annum on the Commencement Date and annually thereafter for the exclusive use of Premises for the purposes of providing the service of museum and archives for the Landlord as per the **Operating Agreement**.

3.2 Tenant's Improvements

The Tenant shall carry out all capital improvements and pay for these improvements. All capital improvements must have received the prior written approval of the Landlord. The Tenant shall provide the Landlord with copies of invoices related to all costs and expenses which the Tenant incurs with respect to these capital improvements.

3.3 Additional Rent

All moneys which from time to time may be owing by the Tenant to the Landlord pursuant to this Lease including, without limitation, moneys payable by way of indemnity and Tenant Improvement Expenses and whether expressed to be rent or not, are hereby deemed to be additional rent. The Tenant will pay any such money to the Landlord upon demand by the Landlord unless other terms for payment are expressly stipulated in this Lease. If the Tenant fails to pay any additional rent as and when due, the Landlord will have the same remedies for the collection thereof as it has for the recovery of basic rent in arrears. If the Tenant at any time or from time to time fails to pay to any person any sum which the Tenant is obliged to pay pursuant to this Lease, the Landlord may pay any such sum on behalf of the Tenant upon 15 days' written notice to the Tenant and same will then be a debt owing by the Tenant to the Landlord from and including the date of payment by the Landlord; provided always that the Landlord will not be entitled to pay any such sum if the Tenant gives written notice to the Landlord that it is in good faith disputing the payment with reasonable diligence and so long as the Tenant's failure to pay does not subject the Premises or the Tenant's interest in this Lease to forfeiture, sale or lien and subject to Section 6.2 hereof.

3.4 Interest on amounts in arrears

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

When basic rent or additional rent payable hereunder by the Tenant to the Landlord is in arrears, the Landlord shall advise the Tenant that such rent has become due and unless the amount in arrears is paid within seven (7) days the Tenant will be charged interest at the same rate as is applicable to property taxes which are in arrears or delinquent. The Landlord will have all remedies for the collection of such interest as it has for the recovery of basic rent in arrears.

3.5 Tenants' Taxes and Other Charges

The Tenant will pay, as and when due, to the government authority or person to which same are owing or are by law to be paid or to the Landlord pursuant hereto, all taxes, license fees, rates, duties, excise, local improvement charges and assessments as well as any costs or penalties in lieu thereof or in addition thereto (collectively the "Charges") imposed, levied, assessed or charged during the Term upon or relating to:

- (a) operations at, occupancy of, or conduct of business in or from the Premises either by or with the permission of the Tenant;
- (b) fixtures or personal property in the Premises which have been installed or placed therein by or for the benefit of the Tenant;
- (c) rent paid or payable by the Tenant to the Landlord for the Premises or for the use and occupancy of all or any part thereof;
- (d) janitorial services, telephone and utilities of whatever nature or kind as specified in Appendix A (including works and services in connection therewith) used in or supplied to or for the benefit of the Premises; and
- (e) goods and services which the Landlord provides or causes to be provided to or for the benefit of the Tenant on the Premises;

whether or not such Charges are payable at law by the Tenant or by the Landlord and whether or not same are allocated separately in respect of the Premises. The Tenant will indemnify and save harmless the Landlord from and against any liability the Landlord may incur with respect to any such Charges. The Landlord's rights, with respect to the collection of rent will apply equally to the Landlord's rights to recover from the Tenant all such Charges. Upon request by the Landlord, the Tenant will deliver promptly to the Landlord evidence satisfactory to the Landlord of payment of all such Charges.

3.6 Net Lease

The Tenant will pay to the Landlord duly and punctually all basic rent and additional rent required to be paid by the Tenant pursuant to this Lease without any deduction,

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

abatement or setoff whatsoever, it being the intention of the Landlord and the Tenant that all expenses, costs, payments and outgoings incurred in respect of the Premises, the Lands and the Building (unless otherwise expressly stipulated herein to the contrary) will be borne by the Tenant and other tenants of the Lands and that the amounts payable hereunder as rent and additional rent will be absolutely net to the Landlord.

3.7 Irregular Periods

If, for any reason, it becomes necessary to calculate basic rent or additional rent for irregular periods an appropriate pro rata adjustment will be made on a daily basis in order to compute such rent for such irregular periods, unless otherwise expressly set out in this Lease.

3.8 Landlord as Supplier

In accordance with Appendix A, the Landlord will supply or elect to supply water, electricity, natural gas, telephone, garbage collection or sewage facilities or any other utility used or consumed on the Premises, and the Tenant will purchase and pay for the same as per Appendix A, payable with the next monthly additional rent payment due, at rates not in excess of public utility rates for the same service if applicable. In no event will the Landlord have any obligations or liability in connection with the cessation or unavailability or interruption or suspension of any service, beyond the Landlord's control, or utilities at any time whether or not supplied by the Landlord.

3.9 Arbitration

If there is a dispute under this Lease except as set forth in Article 3.7, either the Landlord or Tenant may deliver to the other written notice requiring arbitration. If the Landlord and Tenant are unable to agree on an arbitrator within five days after the date of receipt of such notice, either party may apply to a superior court of competent jurisdiction of the Province for the appointment of a single arbitrator under the provisions of the Commercial Arbitration Act or arbitration legislation then in force in the Province. The Landlord and Tenant will use their best efforts to choose an arbitrator who is experienced in the area in dispute. Any submissions to arbitration will be deemed to be a submission under the commercial arbitration legislation then in force in the Province. The arbitrator's determination of the dispute will be conclusive and binding on the Landlord and Tenant. Costs will be awarded in the arbitrator's

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

discretion. Each of the Landlord and Tenant will co-operate with the arbitrator fully and expeditiously.

3.10 Dispute as to costs

The Tenant shall have the right within 12 calendar months of the conclusion of each calendar year to require the Landlord to use its external auditor to review any costs that have been charged to the Tenant as additional rent. In the event that any such review discloses that the Landlord has overstated the amount payable by the Tenant on account of additional rent for the period in question, then the Landlord shall forthwith after notice from the Tenant reimburse the Tenant for any overpayment which has been made by the Tenant. The external auditor's determination will be conclusive and binding on both parties. In the event that any such review discloses that the Landlord has understated the amount payable by the Tenant on account of additional rent for the period in question, then the Tenant shall forthwith after notice from the Landlord reimburse the Landlord for any underpayment which has been made by the Tenant. This right shall survive the expiry of the Term or sooner termination of this Lease.

4. QUALITY AND USE OF THE PREMISES

4.1 Possession and Use

The Tenant will take possession of the Premises on the Commencement Date. The Tenant will not use or permit the Premises or any part thereof to be used for any purpose other than

- (a) community arts and cultural activities, events, special occasion ceremonies and functions,
- (b) entertainment relating to arts and cultural functions,
- (c) gift shop to generate income to support arts and cultural activities,
- (d) the Visitors Information Centre, and
- (e) office space exclusively devoted to the above uses

without the prior written consent of the Landlord, such consent to not be arbitrarily withheld. Where such consent is granted, it is the sole responsibility of the Tenant to ensure that the zoning of the Premises permits the intended use of the Premises by the Tenant. The Tenant, at its cost, will maintain throughout the Term any business license or other licences required by law.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

4.2 No nuisance, waste or overloading

At no time during the Term will the Tenant carry on or permit or suffer to be carried on in the Premises or elsewhere in the Building anything which is noxious or offensive or which would constitute a public or private nuisance or which would annoy or disturb or cause nuisance or damage to the occupiers or owners of lands and premises adjoining or in the vicinity of the Premises. The Tenant will not cause any waste or damage to the Premises. The Tenant will not overload nor permit any overloading of the floor of the Premises and will not place thereon any heavy object without the prior written consent of the Landlord.

4.3 Signs

The Tenant will not erect, paint, display, place, affix or maintain or permit to be erected, painted displayed, placed, affixed or maintained any sign, decoration, picture, lettering, symbol or notice of any nature or kind whatsoever (herein called the "Signs") on either the exterior of the Premises or the Building without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld or delayed. The Tenant, at its cost, will acquire all requisite statutory permits which may be required to erect or maintain any such approved signs. The Tenant will cause any signs to be maintained in a proper state of repair and will indemnify and save harmless the Landlord from all personal injuries or property damage or loss to any person caused by the existence of any such signs.

4.4 Windows

The Landlord will replace any broken glass in the windows and doors of the Premises (including perimeter windows in the exterior walls). The Tenant will maintain all interior glass and glass surfaces in a clean and tidy condition.

4.5 Condition of Premises

The Tenant will not permit the Premises to become untidy or unsightly and will not permit waste or refuse to accumulate therein.

4.6 Not to affect Landlord's Insurance

The Tenant will not do or omit to do or permit to be done or suffer to be omitted to be done in or on the Premises or elsewhere in the Building anything which would directly

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

or indirectly cause the insurance premiums in respect of the Premises or the Landlord's premiums for liability insurance to be increased. If any insurance premium is thereby increased the Tenant will pay to the Landlord the amount by which the insurance premiums are so increased. The Tenant will not store or permit to be stored upon the Premises anything of a dangerous, inflammable or explosive nature or anything which would lead to the cancellation of the Landlord's insurance. If any insurance policy of the Landlord is cancelled by an insurer by reason of the use and occupation of the Premises by the Tenant or by an assignee, sub-tenant or anyone permitted by the Tenant to be on the Premises, then the Tenant will forthwith remedy or rectify such use or occupation upon being requested to do so by the Landlord and if the Tenant fails to remedy or rectify immediately, then the Landlord, at its option, may terminate this Lease upon 5 days' written notice to the Tenant and thereupon additional rent will be apportioned and paid in full to the date of expiration of such notice and all Tenant Improvement Expenses then owing to the Landlord will at once become due and payable and the Tenant will provide the Landlord with a certified cheque for such amount and the Tenant will immediately deliver up vacant possession of the Premises to the Landlord and the Landlord may re-enter and take possession of same and at its option and at the expense of the Tenant, may rectify the situation causing such cancellation.

4.7 Preventing Cancellation

The Landlord, by its representatives, may at any time enter upon the Premises to remove any article or remedy any condition which, in the reasonable opinion of the Landlord, would be likely to lead to cancellation of any insurance policy. Such entry by the Landlord will not be deemed to be a re-entry or a trespass.

4.8 Deliveries, Loading and Shipping

The Tenant will permit deliveries to the Premises and loading and unloading to be done only in and from loading areas designated by the Landlord and only in accordance with such rules as the Landlord from time to time may reasonably prescribe. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises will be subject to such rules and regulations as in the sole judgment of the Landlord are necessary for the proper operation of the Premises and the Building.

5. ASSIGNING AND SUB-LETTING

5.1 Assigning and Sub-letting by Tenant

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

The Tenant will not assign this Lease or sublet or part with possession of the whole or any part of the Premises for the whole or any part of the Term, without the prior written consent of the Landlord which consent may be arbitrarily withheld. The Tenant will not mortgage, charge or otherwise encumber its leasehold interest in the Premises and leasehold improvements without the written consent of the Landlord which consent may be arbitrarily withheld. No such assignment, subletting or parting with possession, nor the Landlord's consent thereto, will relieve the Tenant from observance and performance of the Tenant's obligations contained in this Lease. The Landlord, as a condition of granting its consent to assignment of this Lease, may require the proposed assignee to covenant with the Landlord, on terms reasonably satisfactory to the Landlord, for the due and faithful performance and observance of the Tenant's obligations under this Lease, including this clause. When requesting the Landlord's consent to an assignment or sub-letting or parting with possession as aforesaid, the Tenant will cause such request to be accompanied by such information as to the proposed assignee's sub-tenant's, licensee's or occupant's business and financial responsibility as the Landlord may reasonably require, together with all terms and conditions of the proposed assignment, sub-letting or parting with possession. If the Landlord consents, then the Tenant may complete its transaction only on the terms and conditions or the bona fide written offer, as approved by the Landlord, and only if it does so within 60 days after it receives the Landlord's consent. Notwithstanding anything to the contrary contained in this Lease, the Landlord will have the right, if the request is to assign this Lease or sublet or part with possession of the whole of the Premises, to cancel and terminate this Lease, or, if the request is to sublet or part with possession of only a portion of the Premises, to cancel and terminate this Lease with respect to such portion, in either case as of a termination date to be stipulated in the Landlord's notice to the Tenant regarding the exercise of the Landlord's rights which will not be less than 30 days or more than 60 days following the date of delivery of such notice. The Tenant will surrender the whole or the part of the Premises, as the case may be, in accordance with such notice and rent will be apportioned and paid to the date of surrender and, if a part only of the Premises is surrendered, rent will thereafter abate proportionately, in proportion to the number of square feet of the Premises surrendered by the Tenant, as reasonably determined by the Landlord. The Tenant further agrees that if the Landlord consents to any such assignment or parting with possession, the Tenant will be responsible for and will hold the Landlord harmless from any and all capital costs for Tenant improvements and all other expenses, costs and charges arising out of any such assignment or parting with possession and the Landlord's approval thereof.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

5.2 Landlord's Conveyance

Should the Landlord convey or assign or otherwise divest itself of its interest in the Lands or the Building, it will be relieved of all obligations under this Lease from and after the effective date of such conveying, assigning or divesting, save and except for the obligation to account to the Tenant for any monies due and payable to the Tenant by the Landlord pursuant to this Lease up until the date of such conveyance, assignment or divestiture; provided that the Landlord gives written notice of this Lease to such purchaser, transferee or assignee and obtains the written covenant of such purchaser, transferee or assignee to be bound by the obligations of the Landlord hereunder from and after the effective date of such sale, transfer or assignment.

5.3 Right of First Refusal

- a) Notwithstanding any other provisions of this Lease, if at any time the Landlord shall receive a bona fide offer to purchase the Lands from a party other than the Tenant at the price and upon the terms which the Landlord desires to accept, then the Landlord shall send to the Tenant a copy of such offer.
- b) The Tenant shall have the option for a period of sixty (60) days after the receipt of such offer to purchase in its own name or in the name of its nominee the aforesaid property at the price and upon the terms specified therein. If the Tenant elects to exercise such an option, it shall give written notice of such election to the Landlord within the sixty (60) day period and the Landlord shall sell the aforesaid property to the Tenant or its nominee upon performance of the Tenant of the terms and conditions of the said offer.
- c) If the Tenant does not elect to exercise such an option, within the sixty (60) day period, the Landlord may thereafter sell the property to such other party, at the price and upon the terms set forth in the offer of such other party.

6. COMPLIANCE WITH LAWS, BUILDERS' LIENS

6.1 Compliance with Laws

The Tenant, at its own expense, will promptly comply with all statutory requirements of every federal, provincial, municipal, regional and other statutory authority and all requirements of fire insurance underwriters in force from time to time.

6.2 Builders' Liens

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

The Tenant will not suffer or permit any lien under the Builders' Lien Act or like statute to be registered against title to the Tenant's leasehold interest in the Premises or against title to the Lands by reason of labour, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding any interest through or under the Tenant. If any such lien is registered, the Tenant will procure registration of its discharge forthwith after the lien has come to the notice of the Tenant provided that if the Tenant desires to contest in good faith the amount or validity of any lien and has so notified the Landlord and if the Tenant has deposited with the Landlord or has paid into Court to the credit of the lien action, the amount of the lien claim plus an amount for costs satisfactory to the Landlord, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the Premises nor the Tenant's leasehold interest therein nor the Lands will thereby become liable to forfeiture or sale. The Landlord may, but will not be obliged to, discharge any such lien at any time if, in the Landlord's judgment the Premises or the Tenant's leasehold interest therein or the Lands becomes liable to any forfeiture or sale or is otherwise in jeopardy and any amount paid by the Landlord in so doing, together with all reasonable costs and expenses of the Landlord, will be reimbursed to the Landlord by the Tenant forthwith on demand. Nothing herein contained will be deemed to authorize the Tenant, or imply consent or agreement on the part of the Landlord, to subject the Landlord's estate and interest in the Premises to any lien.

7. REPAIRS, MAINTENANCE AND ALTERATIONS

7.1 Repair and Maintenance

The Tenant will repair and maintain the Premises in accordance with Schedule A and based on the amount of funding allocated by the Landlord. The amount of funding allocated excludes costs of building envelope work, plate glass replacement and structural repairs to the Building, along with all improvements, appurtenances and equipment, excepting from such standard of repair and maintenance fire damage and other risks against which the Landlord is insured.

In this Article 7.1, "repairs" will include replacements and renewals when necessary and "maintain" will include cleaning and janitorial and does not include outside areas grounds maintenance, snow and garbage removal from the adjacent sidewalks.

7.2 Inspection and Emergencies

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

The Landlord, by its representatives, may enter upon the Premises to inspect the state of repair and maintenance.

7.3 Building Service Costs

Subject to 7.1 and for greater certainty, it is the intent of the parties that costs for all aspects of the operation and management of the Premises and outside areas relating thereto, respectively, shall be assigned to the appropriate party as assigned in Schedule "A", which is attached to and forms part of this agreement.

7.4 Repair According to Notice

Without restricting the generality of Article 7.1, the Tenant, promptly upon notice by the Landlord, will make and do all repairs and maintenance for which it is responsible in a good and workmanlike manner. If the Tenant fails to repair or maintain within what the Landlord considers to be a reasonable time, then the Landlord may cause such repairs and maintenance to be undertaken (and may cause its representatives to enter on the Premises for such purpose). Should the Landlord deem it necessary to undertake any repairs or maintenance, then the Tenant will pay to the Landlord such cost of repairs or maintenance carried out by the Landlord from the funds allocated from the Landlord.

7.5 Alterations

Notwithstanding anything to the contrary in this Lease, the Tenant will not make to or erect in or on the Premises any installations, alterations, additions or partitions without having received the prior written approval of the Landlord to the plans and specifications and any variations or amendments thereof, all necessary approvals of any relevant statutory authority including, if required, obtaining an occupancy certificate upon completion of the Tenant's improvement work and such indemnification against liens, costs, damages and expenses as the Landlord requires. The Landlord will be entitled to recover from the Tenant the cost of having the Landlord's mechanical, electrical or structural consultants and architects or engineers examine such plans and specifications, where appropriate. Any such work, repair, replacement, alteration or improvement made by the Tenant without the prior written consent of the Landlord or which is not made in accordance with the drawings and specifications approved by the Landlord or its consultants will, if requested by the Landlord, be promptly removed by the Tenant at the Tenant's expense and the Premises restored to their previous condition. Failing such removal, the Landlord will

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

be entitled to remove the same forthwith without notice and at the Tenant's sole cost and expense. No work, replacements, alterations or improvements to the Premises by or on behalf of the Tenant will be permitted which, in the Landlord's sole opinion, may weaken or endanger the structure or adversely affect the condition or operation of the Premises or diminish the value thereof.

7.6 Construction and Alteration

The Tenant will construct any such installations, alterations, additions and partitions only in accordance with the approved plans and specifications and in a good and workmanlike manner and will proceed diligently to completion. All such construction will be done only by qualified contractors, sub-contractors and trades people and will be done in accordance with requirements which the Landlord may impose (including contractor's public liability insurance in reasonable amounts) and subject to the reasonable regulations, controls and inspection of the Landlord. The Tenant will pay for all expenses for labour performed upon, and materials incorporated into, the Premises for which it is responsible as same fall due.

7.7 Tenant's Negligence

Notwithstanding any other terms, covenants and conditions contained in this Lease, if any part of the Building or any improvements, fixtures, machinery, facility equipment therein, require repair or become destroyed or damaged through the negligence, carelessness or misuse of the Tenant or its invitees and licensees (or those for whom the tenant is responsible in law) or through it in any way stopping up or damaging the heating apparatus, water pipes, drainage pipes or other equipment or facilities or parts of the Building, the cost of the resulting repairs, replacement, or alterations, will be paid by the Tenant to the Landlord as additional rent forthwith upon presentation of an account of such expenses incurred by the Landlord, the Tenant will bear the cost of any such repair which is made by the Landlord. In the event that latent defects have caused any of the above referenced damages or needed repairs, the Landlord will be responsible for the required restoration(s) and shall bear the costs thereof.

7.8 Notification of Defects

The Tenant shall promptly notify the Landlord of any accident, defect or damage within the Building and Premises and their systems or services in respect of which the

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

Landlord has an obligation under this Lease and which have come to the Tenant's attention.

8. SURRENDER OF PREMISES AND REMOVAL OF FIXTURES

8.1 Surrender

Upon the expiration or earlier termination of this Lease and the Term and any period of permitted overholding, the Tenant will surrender to the Landlord possession of the Premises and fixtures and improvements therein (subject to this Article 8), all of which will become the property of the Landlord without any claim by or compensation to the Tenant, all in good order, condition and repair in accordance with the Tenant's obligation to repair and maintain, and free and clear of all encumbrances and all claims of the Tenant or of any person claiming by or through or under the Tenant and all the rights of the Tenant under this Lease will terminate save as herein expressly set out.

8.3 Condition of Premises

Without restricting the generality of Article 8.1, the Tenant, immediately before the expiration or earlier termination of this Lease, will wash the floors, windows, doors, walls and woodwork of the Premises and leave the Premises in a clean and tidy condition.

8.4 Removal of fixtures

If the Tenant is not then in default hereunder, the Tenant, at the expiration of the Term, may remove from the Premises all trade or Tenant's fixtures. If the Tenant damages the Premises during such removal the Tenant will make good such damage at its expense. In no event will the Tenant remove from the Premises any partitions, floor coverings, local wiring, including floor ducts, telephone conduits or plumbing, heating, air conditioning, electrical or ventilating plant or equipment or other building services; save and except that the Landlord will be entitled upon the expiration or earlier termination of this Lease to require the Tenant to, and the Tenant will, remove forthwith its installations, alterations, additions, partitions and fixtures and anything in the nature of improvements made or installed by the Tenant or by the Landlord on behalf of the Tenant to or in the Premises, and to make good any damage caused to the Premise by such removal at the Tenant's cost. If the Tenant does not so remove, the Landlord may do so and the Tenant will be responsible for the cost of such removal

**The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2014)**

and for any necessary storage charges. The Landlord will not be responsible for any damage caused to the Tenant's property by reason of such removal.

9. LIABILITY AND INDEMNIFICATION

9.1 Non-Liability of Landlord

The Landlord will not be liable or responsible in any way for any personal injury that may be sustained by the Tenant or any invitee or licensee of the Tenant, or of any other person who may be upon the Premises and areas adjacent thereto or for any loss of or damage or injury to, property belonging to or in the possession of the Tenant or any invitee or licensee of the Tenant or any other person, and without limiting the generality of the foregoing, the Landlord will not be liable or responsible in any way for any injury, loss or damage to person or property caused by smoke, steam, water, ice, rain, snow or fumes which may leak, issue or flow into, through or from the Premises or from the water sprinkler, drainage or smoke pipes or plumbing equipment therein or from any other place or caused by or attributable to the condition or arrangement of any electrical or other wiring or the air conditioning equipment, or, for any matter or thing of whatsoever nature or kind arising from the Tenant's use and occupation of the Premises or otherwise.

9.2 Indemnification

Notwithstanding any other terms, covenants and conditions contained in this Lease, the Tenant will indemnify and save harmless the Landlord and those for whom it is responsible in law from and against any and all liabilities, damages, costs, expenses, causes of actions, actions, claims, suits and judgments which the Landlord and those for whom it is responsible in law may incur or suffer or be put to by reason of or in connection with or arising from:

- (a) any breach, violation or non-performance by the Tenant of any obligation contained in this Lease to be observed or performed by the Tenant;
- (b) any damage to the property of the Tenant, any sub-tenant, licensee, or any person claiming through or under the Tenant or any sub-tenant or licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, or occupation of the Premises during the term of this Lease;
- (c) any injury to any person, including death resulting at any time therefrom, occurring in or about the Premises during the term of this Lease, except to the extent caused by the negligence of the Landlord the negligence of those for whom the Landlord is responsible at law;

**The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2014)**

- (d) any wrongful act or neglect of the Tenant, its invitees and licensees, in and about the Premises and Lands.

Should the Landlord without fault on its part be made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Landlord harmless and will promptly pay all costs, expenses and legal fees (on a solicitor and own client basis) incurred or paid by the Landlord in connection with such litigation as additional rent upon demand. The Tenant will also promptly pay as additional rent upon demand all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions in this Lease.

9.3 Survival of Indemnification

Such indemnification will survive any termination or expiration of this Lease, despite anything in this Lease to the contrary.

10. INSURANCE

10.1 Tenant's insurance

The Tenant, at its cost, will obtain and keep in force throughout the Term:

- (a) "contents" insurance;
- (b) commercial comprehensive general liability insurance (including, without limitation, tenant's fire, legal liability and contractual liability to cover the responsibilities assumed under Articles 9.2 and 18.7 hereof) against claims for personal injury, death or property damage occurring upon or in or about the Premises, in an amount of not less than \$5,000,000 per occurrence or such greater amount as the Landlord may reasonably require from time to time;
- (c) Director's and Officer's errors and omissions insurance in an amount of not less than \$1,000,000; and
- (d) such other insurance as the Landlord might reasonably require.

10.2 Policies

The Tenant will obtain and keep in force throughout the Term all policies with insurers, and upon terms and in amounts, as to deductibles and otherwise, reasonably satisfactory to the Landlord. The Tenant will furnish to the Landlord copies of all

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

policies, or insurance certificates in lieu thereof, and will provide written notice of the continuation of such policies not less than 10 days prior to their respective expiry dates. The Tenant will pay the premium for each policy. If the Tenant fails to purchase or to keep in force such insurance the Landlord may affect such insurance, at the Tenant's cost.

10.3 Terms of Insurance

The Tenant will cause each of the policies for the insurance referred to in Article 10.1 to contain an undertaking by the insurer(s) to notify the Landlord at least 30 days prior to cancellation or any other change material to the Landlord's interests. The liability policy in 10.1(b) will include the Landlord as an additional insured with a cross-liability clause. The Tenant will cause any insurance policy obtained by it pursuant to this Lease to contain a waiver of subrogation clause in favour of the Landlord.

10.4 Property Insurance

The Landlord agrees to purchase and keep in force throughout the term of this agreement "all risk" insurance for the Premises. Notwithstanding this part, the Landlord has no obligation to acquire "contents" insurance on behalf of the Tenant. The Landlord will decide on the insurable limits of the "all risk" insurance policy for the Premises and the deductible that will apply to any loss. Should any loss occur that necessitates a claim against "contents" insurance secured by the Tenant, the Landlord will not be responsible for payment of any deductible amount that may be required for the claim. The Tenant will be responsible for purchasing and keeping in full force and effect "contents" insurance.

11. DAMAGE OR DESTRUCTION AND EXPROPRIATION

11.1 Damage to Premises

If the Premises are partially or completely damaged or destroyed by any cause whatsoever, the Landlord is under no obligation to repair or rebuild the Premises. If the Landlord, in its sole discretion, decides that it will not repair or rebuild the Premises, this Lease will terminate immediately and thereupon basic rent and additional rent will be apportioned and paid to the date on which vacant possession is delivered and the Tenant will deliver up possession of the Premises to the Landlord within, at the Landlord's discretion, 30 days of such notice or some other period as may be mutually agreed upon.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

11.2 Expropriation

Both the Landlord and the Tenant agree to co-operate with each other in respect of any expropriation of all or any part of the Premises or any other part of the Building, so that each may receive the maximum award in the case of any expropriation to which they are respectively entitled at law. All compensation and damages awarded by the expropriating authority with respect to the taking of the Premises or part thereof, including any payment for diminution in value of the remainder of the Premises, will belong to the Landlord and the Tenant will only be entitled to receive such compensation or damages as it may claim and recover from the expropriating authority in respect of the loss of occupancy, interruption and tenant's fixtures.

12. QUIET ENJOYMENT

12.1 Quiet enjoyment

If the Tenant duly and punctually pays the basic rent and additional rent and complies with its obligations under this Lease, the Tenant will be entitled to peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or any person or persons claiming by, through or under the Landlord.

13. PERFORMANCE OF TENANT'S COVENANTS, DEFAULT AND BANKRUPTCY

13.1 Landlord May Perform Covenants

If the Tenant is in default of any of its obligations under this Lease, then the Landlord, without limiting any other remedy which it may have, will have the right to remedy any such default and for such purpose may at any time enter upon the Premises. No entry for such purpose will be deemed to cause a forfeiture or termination of this Lease. In order to cure such default, the Landlord may do such things as are necessary to cure the default and such things as may be incidental thereto (including without limitation, the right to make repairs and to expend monies). The Tenant will reimburse the Landlord for the aggregate of all expenses incurred by the Landlord in remedying any such default. The Landlord will be under no obligation to remedy any default of the Tenant and will not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default unless such act amounts to intentional misconduct or gross negligence on the part of the Landlord.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

13.2 Rights of termination

If and whenever:

- (a) the Premises become vacant or remain unoccupied for thirty days or more or are not used for the purpose herein, permitted;
- (b) any additional rent or Tenant Improvement Expenses payment remains unpaid after any of the days on which the same ought to have been paid and following thirty days' written notice of non-payment by the Landlord to the Tenant;
- (c) there is a breach of any of the Tenant's obligations hereunder (other than as set out in the other clauses of this Article) which is not cured within ten days after delivery of written notice by the Landlord to the Tenant specifying such breach, provided always that if any default of the Tenant can only be cured by the performance of work or the furnishing of materials and such work cannot reasonably be completed or such materials reasonably obtained and utilized within ten days, then such default will not be deemed to continue if the Tenant proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete such work;
- (d) the Tenant assigns, sub-lets or parts with possession of the Premises or any part of either without the Landlord's consent as required herein; or
- (e) the Operating Agreement is terminated.

then in any of the said cases (and notwithstanding any prior waiver of breach of covenant) the Landlord, at its option, may (and without prejudice to any other right or remedy it may then have or be entitled to) immediately or at any time thereafter and without notice or any form of legal process take possession of the Premises or any part thereof in the name of the whole and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, any statute or law to the contrary notwithstanding.

13.3 Bankruptcy

If and whenever:

- (a) a receiver, guardian, trustee in bankruptcy or, any other similar officer is appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction;

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

- (b) a petition is filed for the reorganization of the Tenant under any provision of the Bankruptcy Act or any law of Canada or any province thereof or of the jurisdiction in which the Tenant is incorporated relating to bankruptcy or insolvency, then in force;
- (c) the Tenant becomes insolvent;
- (d) the Tenant files a petition for such re-organization or for arrangements under any provision of the Bankruptcy Act or any law of Canada or any province thereof or of the jurisdiction in which the Tenant is incorporated relating to bankruptcy or insolvency then in force and providing a plan for a debtor to settle, satisfy or to extend the time for the payment of debts; or
- (e) any application or petition or certificate or order is made or granted for the winding up or dissolution of the Tenant voluntarily or otherwise;

then in any such case this Lease, at the option of the Landlord, will thereupon terminate and the Term will immediately become forfeited and void and the current month's rent will immediately become due and payable and the Landlord, without notice or any form of legal process, may re-enter and take possession of the Premises or any part thereof in the name of the whole and expel the Tenant and those claiming under it and remove its or their effects (forcibly if necessary) without being deemed guilty of trespass, any statute or law to the contrary notwithstanding.

13.4 Waiver with Respect to Re-entry

The Tenant hereby waives any present or future requirement that notice of the Landlord's intention to re-enter be served or that the Landlord commence legal proceedings in order to reenter.

13.5 Waiver of Benefit of Legislation and Seizure

The Tenant irrevocably waives and renounces the benefit of any present or future law taking away or diminishing the Landlord's privilege on the property of the Tenant and right of distress and agrees with the Landlord, notwithstanding any such law, that the Landlord may seize and sell all the Tenant's goods and property, excluding the Tenant's archive, museum and art collections, whether within the Premises or not, and apply the proceeds of such sale upon basic and additional rent and upon the cost of the seizure and sale in the same manner as might have been done if such law had not been passed. If the Tenant vacates the Premises leaving any basic rent or additional rent unpaid, the Landlord, in addition to any remedy otherwise provided at law or in

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

equity, may seize and sell the goods and chattels of the Tenant, excluding the Tenant's archive, museum and art collections, at any place to which the Tenant or any other person may have removed them in the same manner as if such goods and chattels had remained on the Premises. If the Landlord, being entitled to do so, levies distress against the Tenant's goods and chattels, the Landlord may use such force as the Landlord may deem necessary for the purpose and for gaining admission to the Premises without the Landlord being liable for any loss or damage caused thereby.

13.6 Re-entry and Damages

If and Whenever the Landlord is entitled to re-enter the Premises, or does re-enter the Premises, the Landlord may either terminate this Lease by giving written notice of termination to the Tenant, or by posting notice of termination on the Premises and in such event the Tenant will forthwith vacate and surrender the Premises, or alternatively, the Landlord may from time to time without terminating the Tenant's obligations under this Lease, make alterations and repairs considered by the Landlord necessary to facilitate a subletting including changing the door locks (without this being deemed to be a termination of the Lease) and sublet the Premises or any part thereof as agent of the Tenant for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion considers advisable. Upon each subletting all rent and other monies received by the Landlord from the subletting will be applied first to the payment of costs and expenses of the subletting including reasonable brokerage fees and solicitors' fees and costs of the alterations and repairs, second to the payment of indebtedness other than basic rent due hereunder from the Tenant to the Landlord and third to the payment of basic rent due and unpaid hereunder. The residue, if any, will be held by the Landlord and applied in payment of future rent as it becomes due and payable. If the rent received from the subletting during a month is less than the rent to be paid during that month by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid Monthly. No re-entry by the Landlord will be construed as an election on its part to terminate this Lease unless a written notice of that intention is given to the Tenant. Despite a subletting without termination, the Landlord may elect at any time to terminate this Lease for a previous breach. If the Landlord terminates this Lease for any breach and elects to claim damages, for such breach, the Tenant will pay to the Landlord on demand therefore:

- (a) basic rent to the date of termination;
- (b) all additional charges and additional rent payable by the Tenant pursuant to the provisions hereof to the date of termination;

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

- (c) such expenses as the Landlord may incur or have incurred in connection with reentering or terminating and reletting, collecting sums due or payable by the Tenant and realizing upon assets seized, including reasonable brokerage expenses, legal fees and disbursements determined on a solicitor-client basis, keeping the Premises in good order and repairing and maintaining the same and preparing the Premises for reletting; and
- (d) as liquidated damages for the loss of basic rent and additional rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, the amount, if any, by which the rental value of the Premises for such period established by reference to the terms and provisions of this Lease exceeds the rental value of the Premises for such period established by reference to the terms and provisions upon which the Landlord re-lets them, if such re-letting is accomplished within a reasonable time after termination of this Lease, and otherwise with reference to all market and other relevant circumstances.

13.7 Remedies of Landlord are Cumulative

The remedies of the Landlord in this Lease are cumulative and are in addition to any remedies of the Landlord at law or in equity. No remedy will be deemed to be exclusive and the Landlord may from time to time have recourse to one or more of all the available remedies specified herein or at law or in equity.

13.8 Legal Fees

If the Landlord retains a lawyer or other person reasonable necessary for the purpose of assisting the Landlord in enforcing any of its rights under this Lease in the event of default by the Tenant, the Landlord will be entitled to collect from the Tenant as additional rent the cost of all such services.

14. IMPOSSIBILITY OF PERFORMANCE

14.1 Non-Performance by Landlord or Tenant

Whenever the Landlord or Tenant is unable to fulfill any obligation hereunder in respect of the provision of any service, utility, work or repair by reason of being unable to obtain the materials, goods, equipment, service, utility or labour required to enable it to fulfill such obligation or by reason of any law or regulation or by reason of any

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

other cause beyond its reasonable control, the Landlord or the Tenant, as the case may be, will be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of the delay or restriction; provided always that this provision will not apply to a failure by the Tenant to pay rent as and when due. In the case of a delay on the part of the Landlord, the Tenant will not be entitled to any compensation for any inconvenience, nuisance or discomfort thereby occasioned or to cancel this Lease and no such interruption will be deemed to be a disturbance of the Tenant's enjoyment of the Premises. The Landlord, in the event of such interruption, will proceed to overcome same with all reasonable diligence.

15. REGULATIONS

15.1 Regulations

The Tenant and its licensees and invitees will be bound by all such reasonable regulations as the Landlord may from time to time make of which written notice is given to the Tenant. All such regulations will be deemed to be incorporated into and form part of this Lease, nothing in the Lease will be construed so as to oblige the Landlord to enforce such regulations against other tenants in the Building and the Landlord will not be liable to the Tenant for violation of the regulations by such tenants or their invitees or licensees.

16. OVERHOLDING

16.1 Overholding

If the Tenant remains in possession of the Premises after the expiration of the Term and without the execution and delivery of a new lease, the Landlord may re-enter and take possession of the Premises and remove the Tenant there from and the Landlord may use such force as it may deem necessary for that purpose without being liable in respect thereof or for any loss or damage occasioned thereby. While the Tenant remains in possession of the Premises after the expiration of the Term, the tenancy, in the absence of written agreement, will be from month to month and additional rent payable in respect of the month immediately preceding expiration of the Term shall be payable in advance on the 1st day of each month and the Tenant will be subject to all terms of this Lease, except that the tenancy will be from month to month only and a tenancy from year to year will not be created by implication of law or otherwise, provided that this provision will not apply if the Tenant has duly exercised any option to renew this Lease.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

17. INSPECTION, SALE AND LEASE

17.1 Landlord's Sign

The Landlord from time to time may place upon the Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant stating that the Lands are for sale.

17.2 Inspection

The Landlord or its representatives may exhibit the Premises at reasonable times to prospective tenants during the last twelve months of the Term or any renewal term and may also exhibit the Premises at reasonable times throughout the Term for the purposes of the Landlord's own financing and for prospective purchasers.

18. ENVIRONMENTAL

18.1 Definitions

For the purpose of this Section:

- (a) "Environmental Laws" means all laws relating to protection of the environment and health and safety of the workplace, including all common law and the Canadian Environmental Protection Act (Canada), the Transportation of Dangerous Goods Act (Canada), the Fisheries Act (Canada), the Workers Compensation Act (British Columbia), the Environmental Management Act (British Columbia) and all rules, regulations, policies, guidelines and criteria promulgated there under from time to time;
- (b) "Environmental Notice" means any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person which is related to Environmental Laws; and
- (c) "Hazardous Substance" means any substance which is regulated under Environmental Laws, including any hazardous product, contaminant, toxic substance, deleterious substance, waste, special waste, dangerous good or reportable substance.

18.2 Compliance with Environmental Laws

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

The Tenant will conduct its business and operation in the Premises in compliance with all Environmental Laws effective from the Commencement Date.

18.3 Notice to Landlord

The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

- (a) a release of a Hazardous Substance in or about the Premises and/or Lands;
- (b) the receipt by the Tenant of an Environmental Notice; or
- (c) the receipt by the Tenant of information which indicates that Hazardous Substances are being used, dissipated, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands.

18.4 Storage of Hazardous Substances

Notwithstanding the generality of Section 18.2, the Tenant will not permit the storage, use, treatment, disposal or introduction into the environment of Hazardous Substances in or about the Premises and/or Lands without the prior written consent of the Landlord, which consent the Landlord may arbitrarily withhold.

18.5 Investigations

If the Landlord receives information that Hazardous Substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands, the Tenant will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as are reasonably requested from time to time by the Landlord to determine the existence of Hazardous Substances in or about the Premises and/or Lands. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter on the property of the Tenant and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent.

18.6 Remediation

If remedial work is required due to the presence of Hazardous Substances on or in the Premises and/or the Lands as a result of the Tenant or its employees, invitees, agents,

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

contractors, licensees or any other person for whom the Tenant is responsible for in law or permitted by the Tenant, the Tenant will take all necessary action at the cost of the Tenant, to restore the Premises and/or Lands to a level acceptable to the Landlord and to all governmental authorities having jurisdiction.

18.7 Environmental Indemnity

The Tenant will indemnify and save harmless the Landlord its officers, directors, employees, agents and Councillors, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and Councillors, arising, directly or indirectly, out of:

- (a) a breach by the Tenant of any of the covenants contained in this Section 18;
- (b) the presence of or release of any Hazardous Substance on or off-site of the Premises and/or the Lands by the Tenant or its employees, invitees, agents, contractors, licensees or any other person for whom the Tenant is responsible for in law or permitted by the Tenant;
- (c) any action taken by the Landlord with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands which was caused or released by the Tenant or its employees, invitees, agents, contractors, licensees or any other person for whom the Tenant is responsible for in law or permitted by the Tenant; or,
- (d) any action taken by the Landlord in compliance with any Environmental Notice with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands which was caused or released by the Tenant or its employees, invitees, agents, contractors, licensees or any other person for whom the Tenant is responsible for in law or permitted by the Tenant;

and such indemnity will survive the expiration or any termination of this Lease notwithstanding anything in this Lease to the contrary.

19. MISCELLANEOUS

19.1 Waiver

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

No waiver of any default will be binding unless acknowledged in writing by the Landlord.

19.2 Condoning

Any condoning, excusing or overlooking by the Landlord of any default by the Tenant will not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default.

19.3 Subordination and Attornment

This Lease at the request of the Landlord will be subject, subordinated and postponed to all mortgages and other encumbrances which may now or hereafter charge or affect the Premises and to all renewals, modifications, consolidations, replacements and extensions of same, to the intent that such mortgages and or encumbrances, and all renewals, modifications, consolidations, replacements and extensions thereof will have priority over this Lease notwithstanding the respective dates of execution or registration thereof. The Tenant will execute promptly any document in confirmation of such subordination, postponement and priority which the Landlord may request within 10 days after written demand. The Tenant will, promptly on request by any mortgagee of the Landlord, attorn as tenant to any such mortgagee or any purchaser of the Premises on any foreclosure or sale proceedings taken under any mortgage of the Premises, and will recognize such mortgagee or purchaser as the Landlord under this Lease, for the unexpired residue of the Term of, and upon all of the terms and conditions of this Lease; provided that such mortgagee agrees not to disturb the Tenant's possession of the Premises as long as the Tenant is not in default under the Lease.

19.4 Estoppel Certificate

The Tenant will execute promptly, whenever requested by the Landlord, a certificate in favour of any prospective mortgagee or purchaser of the Landlord certifying the status of this Lease, any modifications or breaches of this Lease within the knowledge of the Tenant, and the status of the rent account, all with the intent that such certificate may be relied upon by any party to whom it is directed.

19.5 Severability

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

If any provision of this Lease is found to be illegal or invalid or unenforceable at law it will be deemed to be severed from this Lease and the remaining provisions will continue to have full force and effect.

19.6 Headings

All headings in this Lease are inserted for convenience of reference only and will not affect the construction and interpretation of this Lease.

19.7 Representations and Entire Agreement

The Tenant acknowledges and agrees that the Landlord has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Tenant other than those contained in this Lease, that no agreement collateral hereto will be binding upon the Landlord unless made in writing and signed by the Landlord and that this Lease constitutes the entire agreement between the Landlord and Tenant and supersedes, replaces or overrides any prior agreements with respect to its subject matter.

19.8 Notices

Any notice, request or demand herein provided or permitted to be given will be sufficiently given if,

- (a) to the Landlord, it is personally served or mailed by prepaid registered post to the address on page 1 hereof, or
- (b) to the Tenant, it is personally served or mailed by prepaid registered mail to the Tenant at the Premises or at its registered office.

Any notice personally served will be deemed to have been given at the time of such posting or personal service and any notice mailed as aforesaid will be presumed, for the purposes of this Lease, to have been given three business days following the day on which such notice is mailed, except in the case of postal service interruption in which case such notice must be delivered as aforesaid. Any party may at any time give written notice to the others of any change of address and after the getting of such notice the address therein specified will be deemed to be the address of such party for the purpose of giving notices hereunder.

19.9 Time of essence

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

Time will be of the essence of this Lease.

19.9.1 Governing law

This Lease will be construed and governed by the laws of British Columbia.

19.10 Gender

Words in the singular will include the plural and words in the plural will include the singular and words in the masculine gender will include feminine and neuter genders and vice versa where the context so requires.

19.11 No Registration

Neither the Tenant or anyone on the Tenant's behalf or claiming under the Tenant will register this Lease or any assignment or sublease of this Lease or any document evidencing any interest of the Tenant in this Lease or the Premises, against the Lands or any part thereof without the prior written consent of the Landlord, which consent may be arbitrarily withheld. If the Landlord so consents in writing, only a short form of lease commented to by the Landlord will be registered and the Landlord will pay all costs of any registration, including the costs of any explanatory plan required by the Land Title Office.

19.12 Relationship

Nothing herein contained will at any time create or be construed as creating a joint venture, partnership or relationship between the parties other than that as Landlord and tenant.

20. BINDING NATURE

20.1 Enuring effect

This Lease and everything herein contained will enure, to the benefit of and be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and permitted assigns.

**The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2014)**

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

**THE CORPORATION OF THE
CITY OF GRAND FORKS** By its authorized signatories.

GRAND FORKS ART GALLERY SOCIETY By its authorized signatories:

**The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2014)**

Schedule "A" – Allocation of Building Service Costs Between the Landlord and the Tenant

I Building Service Costs to the account of the Landlord include the following:

- a) HVAC repair and maintenance costs and elevator repair and maintenance costs;
- b) The costs of fuel for heating, cooling and hot water;
- c) The provision of water connections, electrical connections, gas connections; and, telecommunication systems connections to the Building;
- d) The costs incurred by the Landlord for supplies and materials used by its employees and/or contractors in connection with the maintenance of the Building exterior and the grounds;
- e) The costs of:
 - (i) operating, maintaining, replacing, modifying and repairing the Building (including the building envelope, plate glass cleaning and replacement, plumbing, electrical and structural repairs to the Building), and maintenance of the exterior grounds (e.g. lawns, flowers, fences, trees, plants, clearing of snow and ice, etc)
 - (ii) providing, installing, modifying and upgrading energy conservation equipment and systems, life safety and emergency response systems, materials and procedures;
 - (iii) making alterations, replacements or additions to the Building intended to reduce operating costs, improve the operation of the Building and the systems, facilities and equipment serving the Building, or maintain their operations; and,
 - (iv) replacing machinery or equipment which by its nature requires periodic replacement (maintenance and lifecycle).

II. Building Service Costs to the Account of the Tenant

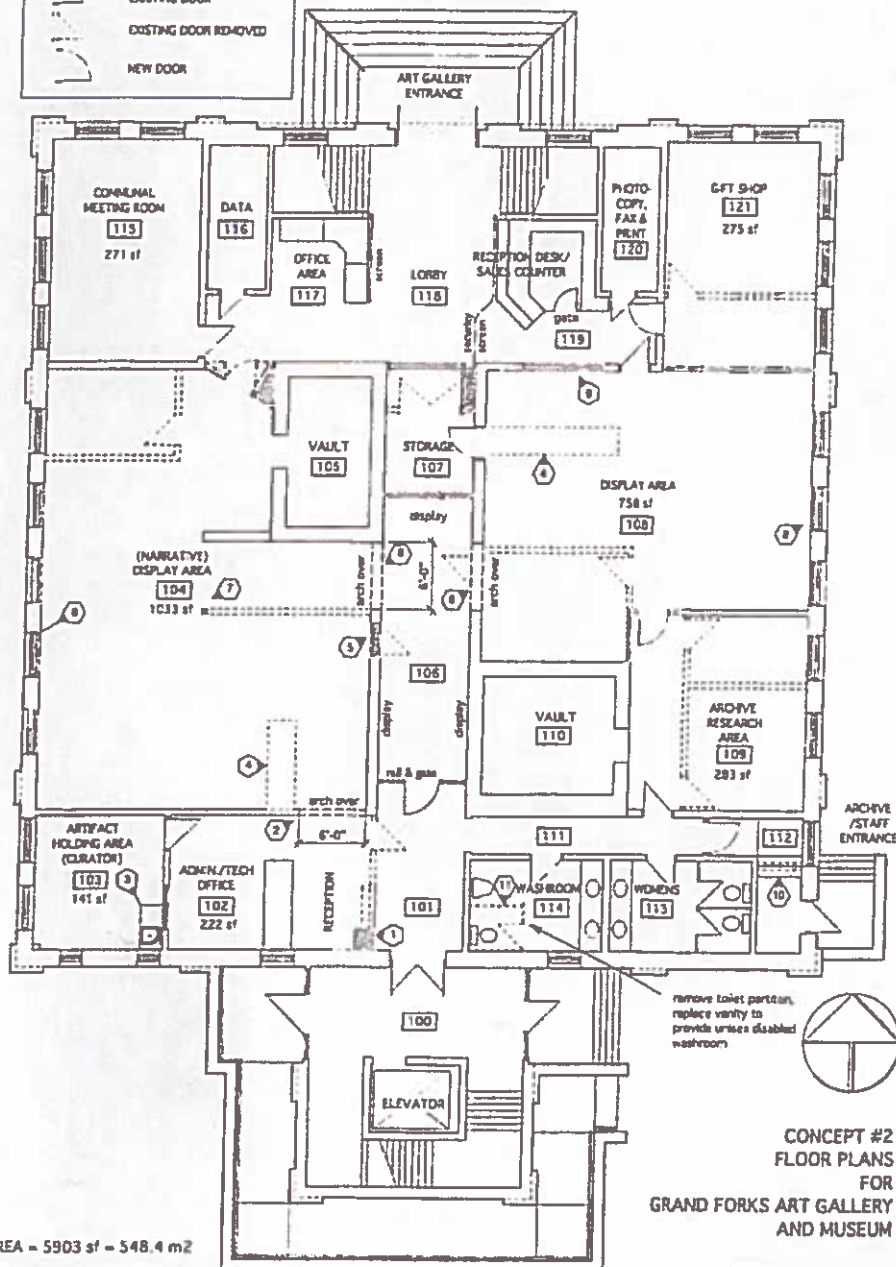
- a) The costs of Tenant Improvements, in consultation with the Landlord
- b) Water and sewer charges;
- c) Electric power charges;

The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2014)

- d) The costs of maintenance of the interior areas;
- e) The costs of interior cleaning and janitorial expenses including interior window cleaning, washroom cleaning and cleaning supplies;
- f) The costs of telephone and telecommunications equipment
- g) The costs of light fixture maintenance (including ballast), fluorescent tube and light bulb replacement;
- h) The costs of Insurance required by clause 10.1.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2014)

LEGEND	
	EXISTING WALL
	EXISTING WALL REMOVED
	NEW WALL
	EXISTING DOOR
	EXISTING DOOR REMOVED
	NEW DOOR



The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2014)

DRAFT

**The City of Grand Forks and the Grand Forks Art Gallery Society
Fee for Service Funding Agreement**

**2016 FEE FOR SERVICE FUNDING AGREEMENT
FOR THE OPERATION OF THE GRAND FORKS ART GALLERY, HERITAGE AND
VISITOR CENTRE**

THIS AGREEMENT made the _____ day of _____, 2016.

BETWEEN: THE CORPORATION OF THE CITY OF GRAND FORKS
7217- 4th Street
Box 220
Grand Forks, British Columbia
VOH 1H0

(Hereinafter called "the City")

OF THE FIRST PART

AND: THE GRAND FORKS ART GALLERY SOCIETY
524 Central Avenue
PO Box 751
Grand Forks, British Columbia
VOH 1H0

(Hereinafter called "the Society")

OF THE SECOND PART

WHEREAS the City desires that the services of an art gallery, heritage and visitor centre be provided by a Society that is experienced and knowledgeable in providing such services;

AND WHEREAS section 8 of the *Community Charter* (British Columbia) authorizes the City to provide City services that the council considers necessary or desirable, either directly or through another person or organization;

AND WHEREAS the City is the registered owner of those lands and premises located at 524 Central Avenue and legally described as:

PID:

Lots 5-7, Block 20, Plan Number 23, District Lot 108, L.D. 54,

(the "Lands");

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

AND WHEREAS the City through a lease dated [REDACTED], 2016 (the "Lease") authorized the Society to occupy a portion of the Lands including the building on the Lands (the "Premises") for the purposes of providing the Services and related services to the community on a fee for service basis.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

Definitions:

In this Agreement:

- a) "Annual Financial Plan" means the financial plan of the City prepared in accordance with the *Community Charter* (British Columbia);
- b) "Annual Report" means a summary of activities of the art gallery, museum and visitor centre presented to the City two months after the close of the Fiscal Year;
- c) "Approved Funding" means the amount of funding planned in the Annual Financial Plan and approved on an annual basis by Council;
- d) "Building" and "Building Operating Costs" have the same meaning as those terms are defined in the Lease;
- e) "Core Hours of Operation" means the hours of funded service to the public taking into account the Approved Funding;
- f) "Council" means the City of Grand Forks City Council;
- g) "Display" means art and artifacts;
- h) "Fiscal Year" means January to December in any year; and
- i) "Services" means the operations of the art gallery, museum, heritage and visitor centre located on the Premises.

1. Term of Fee for Service Funding Agreement

The Fee for Service Funding Agreement takes effect on the 1st day of January, 2016 and terminates on the 31st day of December, 2016, unless the Parties enter into a renewal option for a further Term of five (5) years provided a written notice has been provided by either party on or before July 31, 2016. The renewal option is at the discretion of the City.

2. Service Mandate

The Society shall set a standard of service for the Services that takes into consideration the Approved Funding, donations and grants towards the Services.

3. Conditions of Funding Art Gallery, Museum and Visitor Centre

The Society shall:

- a) use the Approved Funding solely for the purposes of operating the Services;
- b) use the Building and Premises in accordance with the Lease;

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

- c) identify any surplus occurring in the Fiscal Year and incorporate this surplus into the Society's annual financial statements;
- d) comply with all laws, rules and regulations; and
- e) provide payment and refunding services, reservation services and other support services, if needed, for the Municipal Campground located at 7162 5th Street, Grand Forks, B.C.

4. Funding Allocation

During the Term the City agrees to allocate a minimum annual Approved Funding of \$142,000 which shall be the costs of services provided by the Society as specified in this Fee for Service Funding Agreement and the Lease. Once the Approved Funding has been determined, the City shall transfer funds in accordance with clause 5.

5. Timely Release of Funds

The annual transfer of Approved Funding from the City to the Society will occur on or before May 15th (50%), and on or before November 1st (50%).

6. Staffing, Hours of Operation and Safety

The Society is responsible for setting, staffing and maintaining the Core Hours of Operation in accordance with the Approved Funding. The Society is responsible for all employee matters relating to the provision of the Services, including the payment of wages and benefits, the remitting of deductions, and employee and volunteer safety at the worksite, including compliance with the *Workers Compensation Act* (British Columbia) and all rules and regulations thereunder. Any fines or penalties levied pursuant to violations of such laws in respect of the provision of the Services shall be paid by the Society and not from the Approved Funding.

7. Buildings and Premises

The Society shall operate the Services from the Building, Premises and Lands and within the Building Service Costs as per the Lease.

8. Insurance

The City shall pay insurance premiums for Displays where insurance is available and within reasonable cost of which the ownership is to the City. In accordance with the Lease, the premiums for insurance shall be included in the Annual Budget to the extent on properties, Art Display, Museum Displays, liability and directors to which the City has agreed in writing to providing funding. The Society shall be responsible for insurance premiums for art and artifacts that belong to others on the Buildings and Premises.

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

9. Inventory of Display

The Society shall maintain a list of major insurable Displays and their ownership for insurance purposes and for the establishment of accountability should they be damaged, lost or stolen. The Society shall keep the list current and provide a copy to the City on a bi-annual basis.

10. New Purchases and Donations

Art purchased using City funds and donations of art and museum artifacts shall be the property of the City unless stated otherwise in writing.

11. Termination of Funding

The City may terminate this Agreement:

- a) if the Society breaches any of the provisions of this Agreement;
- b) if the Lease is terminated;
- c) if the Society fails to rectify service complaints within 60 days of notification from the City;
- d) if the Society fails to accurately account for the funds received from the City; and
- e) if the Society fails to meet with the City on a quarterly basis when requested to do so and once a schedule has been mutually agreed upon. Termination shall not occur if there is cancellation of meetings.

12. Annual Report, Record Keeping and Statistical Information

The Society shall provide the Annual Report to the City within two months after the end of each Fiscal Year. The Society shall maintain accurate records of revenues, expenditures, receipts and disbursements of funds and statistical information on visits. Financial and operational reports shall be submitted to the City on the City's fiscal quarterly basis, and shall be included in a summary format in the Annual Report.

13. Annual Funding Submission

The Society shall submit no later than September 20th in each year of the Term a request for funding outlining details of staffing, hours of operation, the purchase of supplies and services, advertising, employee wages and benefits and Building Service Costs (the "Annual Funding Submission"). The City shall review the Annual Funding Submission and Council shall confirm the Approved Funding for the next Fiscal Year no later than November 15th. The Approved Funding in any year shall not be less than the Approved funding in the previous year unless 45 days' notice has been provided by the City to the Society before the commencement of the next Fiscal Year.

14. Maintenance and Repairs

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

The Society must include the cost of maintenance and repairs in the Annual Funding Submission in accordance with the Lease.

15. Notice

Any notice required to be given by this Agreement will be validly given if delivered by hand or addressed by mail and will be deemed to have been received by the other party two (2) days after posting in the Grand Forks Post Office in British Columbia or on the date of hand delivery. Any notice so given shall be addressed, if to the City:

Corporate Officer, Corporation of the City of Grand Forks, 7217-4th Street, Box 220, Grand Forks, B.C., V0H 1H0;

and if to the Society:

Grand Forks Art Gallery Society, 524 Central Avenue, Box 2140, Grand Forks, British Columbia, V0H 1H0.

16. Freedom of Information

Personal information is collected by the City of Grand Forks for the purpose of administering City operations. The Society acknowledges that the City may be obligated to disclose to the public information related to this Agreement pursuant to requests made under the *Freedom of Information and Protection of Privacy Act* (British Columbia).

17. Settlement of Disputes

The Society shall designate a representative (the "Society's Representative") and give notice to the City of his or her identity. Any dispute arising between the Society and the City shall be discussed and settled between the Society's Representative and the Chief Administrative Officer of the City of Grand Forks. If the dispute cannot be settled in this manner, the Society may advance the dispute to Council whose decision shall be final and binding.

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

18. Entire Agreement

The Fee for Service Funding Agreement and the Revised Lease Agreement shall be deemed to constitute the entire agreement between the City and the Society hereto with respect to the operation and provision of services related to the Art Gallery, the Museum and the Visitor Centre and shall supersede all previous negotiations, representations and documents in relation hereto made by any party to this agreement.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and seals the day and the year first above written.

SIGNED, SEALED AND DELIVERED:

THE CORPORATION OF THE CITY OF GRAND FORKS:

By its authorized signatories:

Print Name

Signature

Print Name

Signature

GRAND FORKS ART GALLERY SOCIETY:

By its authorized signatories:

Print Name

Signature

Print Name

Signature

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Manager of Building Inspection & Bylaw Services

Date: September 30, 2016

Subject: Contracted Bylaw Enforcement Officer

Recommendation: **RESOLVED THAT COUNCIL receive the report and consider approving an extension of the Contracted Bylaw Services for the remainder of 2016. The extended Bylaw Service would be funded through the Bylaw Enforcement budget approved in the 2016 financial plan. The 2017 Budget will reflect the continuation of the Bylaw Services position until October 30, 2017.**

BACKGROUND: Since the employment of the Contracted Bylaw Officer in July of 2016, the City has received very positive feedback on the effectiveness of the Bylaw Services. With the Officer working random hours and weekends, many have been surprised to see him out and about. The Bylaw Officer's presence at events and just walking the beat downtown has given the residents a sense that the City is finally taking action.

- To date 7 homeless camps have been removed from the river banks in Grand Forks.
- 34 unsightly properties have been identified with 11 already in compliance.
- By the time this report is received by City Council 2 of the most severe unsightly properties should be cleaned up.
- Watering Notices have been handed out to some 74 residences during the summer season.

The timely delivery of notices and enforcement is critical in maintaining continuity in Bylaw Enforcement. Stopping the process now would set back all the work done to date back to square one come spring. Over the fall season, the City has many other Bylaw Enforcement issues that can be dealt with such as commercial vehicles in residential neighbourhoods, Sea Cans in areas where they are not permitted, recreational vehicles parked out on City boulevards to name a few.

REQUEST FOR DECISION

— REGULAR MEETING —



The Bylaw Officer would help the community members in finding solutions to comply with the City's bylaws. This would assist with addressing many of the complaints the City receives annually, by continuing with the delivery of Building Inspection Services.

The work would consist of 40 hours per week and include weekend coverage. This would provide the City with Bylaw Enforcement coverage 7 days a week for the balance of the year.

In following Council's Strategic Plan under the heading of Community Livability, one of the actions is to continue with Bylaw Enforcement. The funding could come from the Bylaw Enforcement budget for the remainder of 2016 at a cost of \$6300.00. The contracted Bylaw Service would require Council to approve the extension of the Bylaw Officer Services for the balance of 2016.

Benefits or Impacts of the Recommendation:

General:	The additional Contracted Bylaw Services would provide the City with Bylaw Enforcement coverage 7 days a week.
Strategic Impact:	The additional Bylaw Services would follow the directions of Council's Strategic Plan for 2015 - 2019
Financial:	The extended Bylaw Service would be funded through the Bylaw Enforcement budget approved in the 2016 financial plan.
Policy/Legislation:	N/A
Attachments:	N/A

REQUEST FOR DECISION



— REGULAR MEETING —



Recommendation:

RESOLVED THAT COUNCIL receive the report and consider approving an extension of the Contracted Bylaw Services for the remainder of 2016. The extended Bylaw Service would be funded through the Bylaw Enforcement budget approved in the 2016 financial plan. The 2017 Budget will reflect the continuation of the Bylaw Services position until October 30, 2017.

- 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	 For Chief Administrative Officer
---	--

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Manager of Development & Engineering Services

Date: October 11, 2016

Subject: Floodplain Exemption request for property located at 6116-12th Street, legally described as Lot 1, District Lot 382, Plan KAP90023

Recommendation: **RESOLVED THAT** Council approve the Site Specific Exemption request to vary the Flood Construction level from 516.600 meters to 515.600 meters to install a hot water tank and heating source 0.6096 meters off the floor of the first level of the home, mounted on a metal stand, subject to the applicant registering a Section 219 covenant on title, saving the City harmless in case of flooding.

BACKGROUND: Staff have received a Site Specific Exemption of the Floodplain Management Provisions application for property located at 6116-12th Street, legally described as Lot 1, District Lot 382, Plan KAP90023.

The property is zoned R-4 (Rural Residential), is located in the Agricultural Land Reserve and is 0.239 hectares in size.

The first level of the residence will be used as an entrance foyer and carport only. There is no liveable space on the first level as the property is located in a floodplain area, as shown on Schedule "D" of the Sustainable Community Plan (SCP).

The owner has requested a variance to the floodplain elevation from 516.600 meters above sea level to 515.600 meters above sea level, to install a hot water tank and heating source, 0.6096 meters off the floor of the first level of the home.

The City's Floodplain Bylaw No. 1402 and Ministry of Environment maps govern floodplain elevations in all floodplain areas shown on Schedule "D" of the SCP. Section 524 of the Local Government Act governs the requirements in relation to floodplain areas.

The City's Building Inspector has issued a building permit to construct the home and has stated that the Engineer's report addressed the height and location of the hot water and heating sources. If flooding does occur, the heating sources can be shut off to avoid damage.



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

REQUEST FOR DECISION

— REGULAR MEETING —




Timeline:

Date	Process
October 11, 2016	COTW Intro
October 11, 2016	RMC for decision

General: The property at 6116-12th Street is located in a floodplain area and the owner would like to install a hot water tank and heating source on the first level of his residence, 1 meter below the floodplain elevation. The heating source is too tall to install at the floodplain elevation, thus the relaxation request.

Strategic Impact:

 N/A

 The Grand Forks Strategic Plan states that Council is open yet disciplined in land development decisions.

 To encourage residents to participate in decisions and process.

 Council will support community initiatives that align with the Strategic Plan.

Financial: There is no cost to the City or the tax payers in that the applicant has paid the applicable fees for the exemption process.

Policy/Legislation: The Local Government Act governs the requirements in relation to floodplain areas.

Attachments:

- Site Specific Exemption application;
- Site Plan and Floodplain map;
- Parcel Report;
- Zoning map and R-4 zoning excerpt;
- Photos of proposed location of heating source;
- Site Plan showing the residence being constructed;
- Aerial View of the property;
- Excerpts from the Local Government Act, Section 524;
- Floodplain Bylaw No. 1402;
- Schedule "D" - 200 Year Floodplain map contained in the SCP.



REQUEST FOR DECISION

— REGULAR MEETING —



Recommendation: **RESOLVED THAT** Council approve the Site Specific Exemption request to vary the Flood Construction level from 516.600 meters to 515.600 meters to install a hot water tank and heating source 0.6096 meters off the floor of the first level of the home, mounted on a metal stand, subject to the applicant registering a Section 219 covenant on title, saving the City harmless in case of flooding.

- 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
APPLICATION FOR SITE SPECIFIC EXEMPTION**

This form is to be fully completed and submitted by the property owner to the City of Grand Forks as a request to exempt a development from the requirements of Section 910 of the Local Government Act, in respect to provisions in City of Grand Forks floodplain management bylaw.

Applicant's Name: Darrin Shelestynski

Address: 6116 12th STREET

Phone #: (250) 444-3344

Lot 1, District Lot 382, Plan KAP 90023
(Lot, Block, Legal Subdivision, Section, Plan, Township, Range, Land District)

City of Grand Forks 028.104.374 0.239 ha
(Name of Regional District, Village, Town, City or District)

Exemption of the following development from the requirements of Section 910 of the Local Government Act and Section 5 of the City of Grand Forks Floodplain Management Bylaw No. 1402, is requested:

Proposed Development:

Name of Adjacent Watercourse or Body of Water:

Flood Construction Level in Bylaw No. 1402 516.600

Flood Construction Level Requested: 515.600

Floodplain Setback in Bylaw No. 1402: 30 meters from the natural boundary of the Kettle or Granby Rivers and 7.5 meters from the landside toe of any standard dyke

Floodplain Setback Requested: _____

...../2

**Request for Site-Specific Exemption
Floodplain Management Provisions
Page 2**

ENCLOSED ARE:

(check where provided; provision of all of this information will facilitate processing of application)

- ___ legal map of property.
- ___ map indicating property location and relationship of proposed building to adjacent watercourses.
- ___ photos of property (proposed building location, adjacent existing development, riverbank areas, etc.).
- ___ professional engineer's report stating that the property can be safely used for the intended use.

REASONS FOR APPLICATION:

I would like to ask for the
Flood Construction Level to be Lowered
1 meter so I can have my hot water
Tank and Heating Source installed on
the first floor of my new house.
Even at this level, my hot water
tank and heating source will still
be 2 feet off the floor of the
first level, mounted on a metal stand.

Date of Application: Friday Sept. 2 / 16

Signature of Applicant: Danish Sheletyurki

Acknowledgement of Building Inspector: _____

Application fee: \$200.00

SUBDIVISION PLAN OF THAT PART OF LOT 1 WHICH LIES WEST OF A LINE DRAWN 215 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL TO THE WEST BOUNDARY OF THE SAID LOT; DL 382, SDYO, PLAN 11144

BCGS 82E.008

SCALE 1 : 750

10 5 0 10 20 30
ALL DISTANCES 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 1:750

PLAN KAP 90023

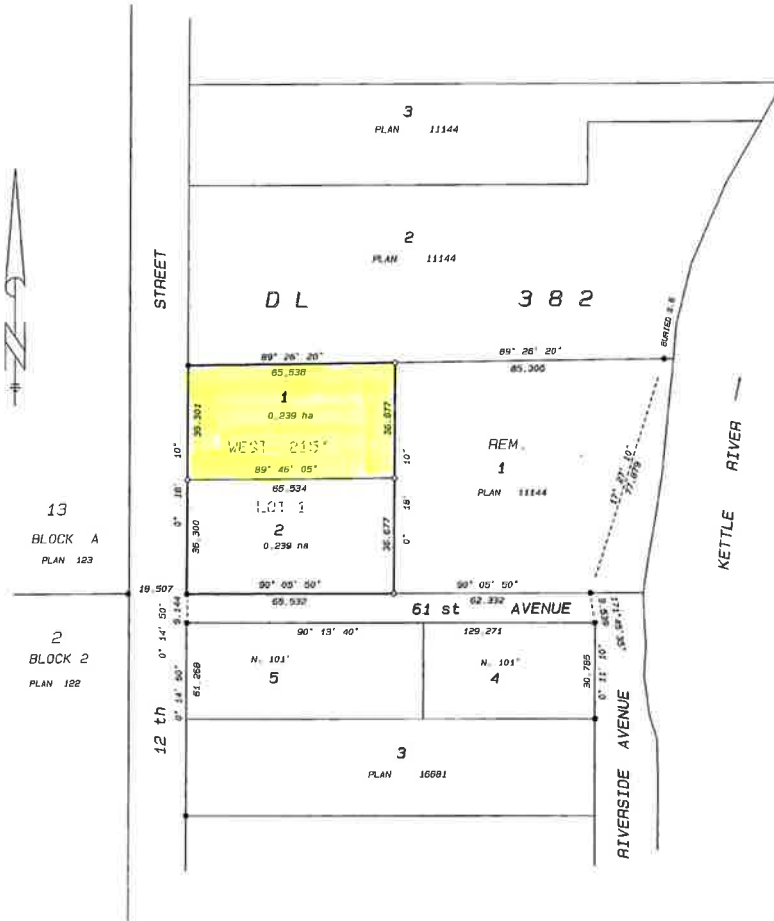
Deposited in the Land Title Office at Kamloops, B.C. this 19 day of NOV 20 09

A. Brace

LB352933
CJ

Approved under the Land Title Act this 19 day of November 20 09

Approving officer for the City of Grand Forks



LEGEND

Bearings are astronomic, derived from Plan 10681

- denotes standard iron post found
- denotes standard iron post placed

THIS PLAN LIES WITHIN THE KOOTENAY BOUNDARY REGIONAL DISTRICT

MORTGAGE - LA171869
GRAND FORKS DISTRICT
SAVINGS CREDIT UNION

AUTHORIZED SIGNATORY: Lillian Vaykin

AUTHORIZED SIGNATORY: Terry Woodruff

WITNESS TO BOTH SIGNATURES

DALE LAMPELLE
PRINT NAME OF WITNESS

447 MARKET AVE. GRAND FORKS BC
ADDRESS OF WITNESS

LOAN SERVICE REPRESENTATIVE
OCCUPATION OF WITNESS

OWNER: JOSEPH GARRIN SHELTONSKI

OWNER: MARCI SNELESTYNSKI

WITNESS TO BOTH SIGNATURES

K. Louise Currier
PRINT NAME OF WITNESS

PO Box 1928
7215 2nd Street

Grand Forks BC. VDH1HD
ADDRESS OF WITNESS

Notary Public
OCCUPATION OF WITNESS

I, A.F. HOEFLOOT, A BRITISH COLUMBIA LAND SURVEYOR OF THE CITY OF GRAND FORKS IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON THE 8 TH DAY OF OCTOBER 2009. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED UNDER NO. 102031, ON THE 8 TH DAY OF OCTOBER, 2009.

A.F. HOEFLOOT
B.C.L.S.

A.F. HOEFLOOT
BRITISH COLUMBIA LAND SURVEYOR
P.O. BOX 2740, GRAND FORKS, B.C.
V0H 1H0 250-442-9597

09-36



Legend

Admin

Cadastral Lines

- CAD_DISTRICT_LOT
- CAD_GAS
- CAD_HIGHWAY
- CAD_HYDRO
- CAD_INTER_BDY
- CAD_LOTLINE
- CAD_LOTLINE_LICENSE
- CAD_LOTLINE_WATER
- CAD_RAILWAY
- CAD_RAILWAY_ABAN
- CAD_ROAD
- CAD_TELEPHONE
- CAD_TOWNSHIP

Miscellaneous Cadastral Lines

- CADM_AIRSTRIAP
- CADM_ARROW
- CADM_BRIDGE
- CADM_DEWDNEY_TRAIL
- CADM_EASEMENT
- CADM_HOOK
- CADM_LEASE_LICENSE
- CADM_MAP_RESERVE
- CADM_MINERAL_CLAIM
- CADM_MISC_RW
- CADM_MTN_TOP_MARKER
- CADM_SKI_LIFT
- CADM_STAR
- CADM_TRANSCANADA_TRAIL
- CADM_UNSURVEYED_ROAD

Parcels

- Provincial Park
- Lakes
- Rivers
- Streets

Scale: 1: 10,323

1 cm represents 103.23 m



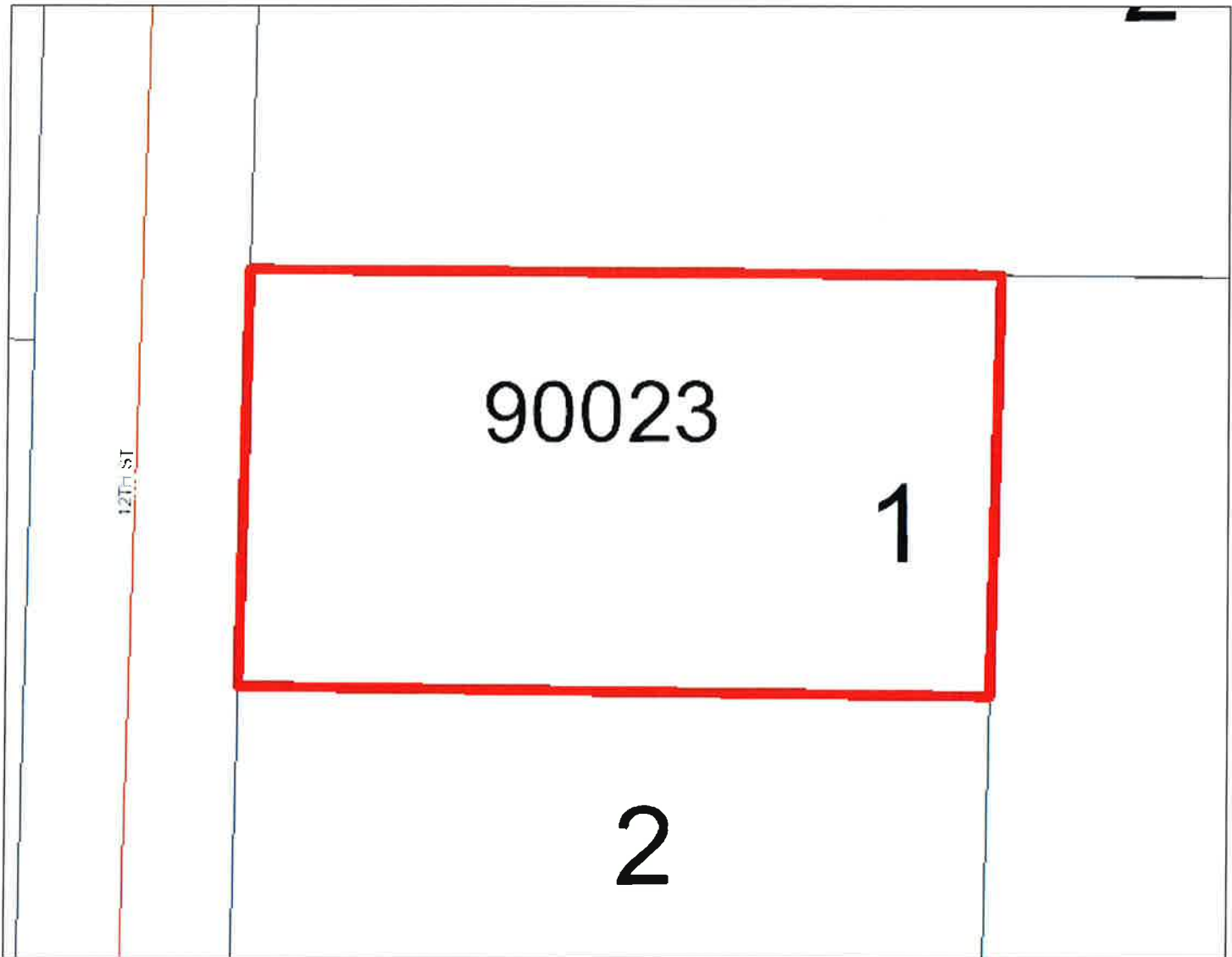
Notes: 6112-12th Street

This map is for general information only. The RDKB does not guarantee its accuracy or correctness. All information should be verified.



Datum: NAD 1983 Projection: UTM Zone 11N

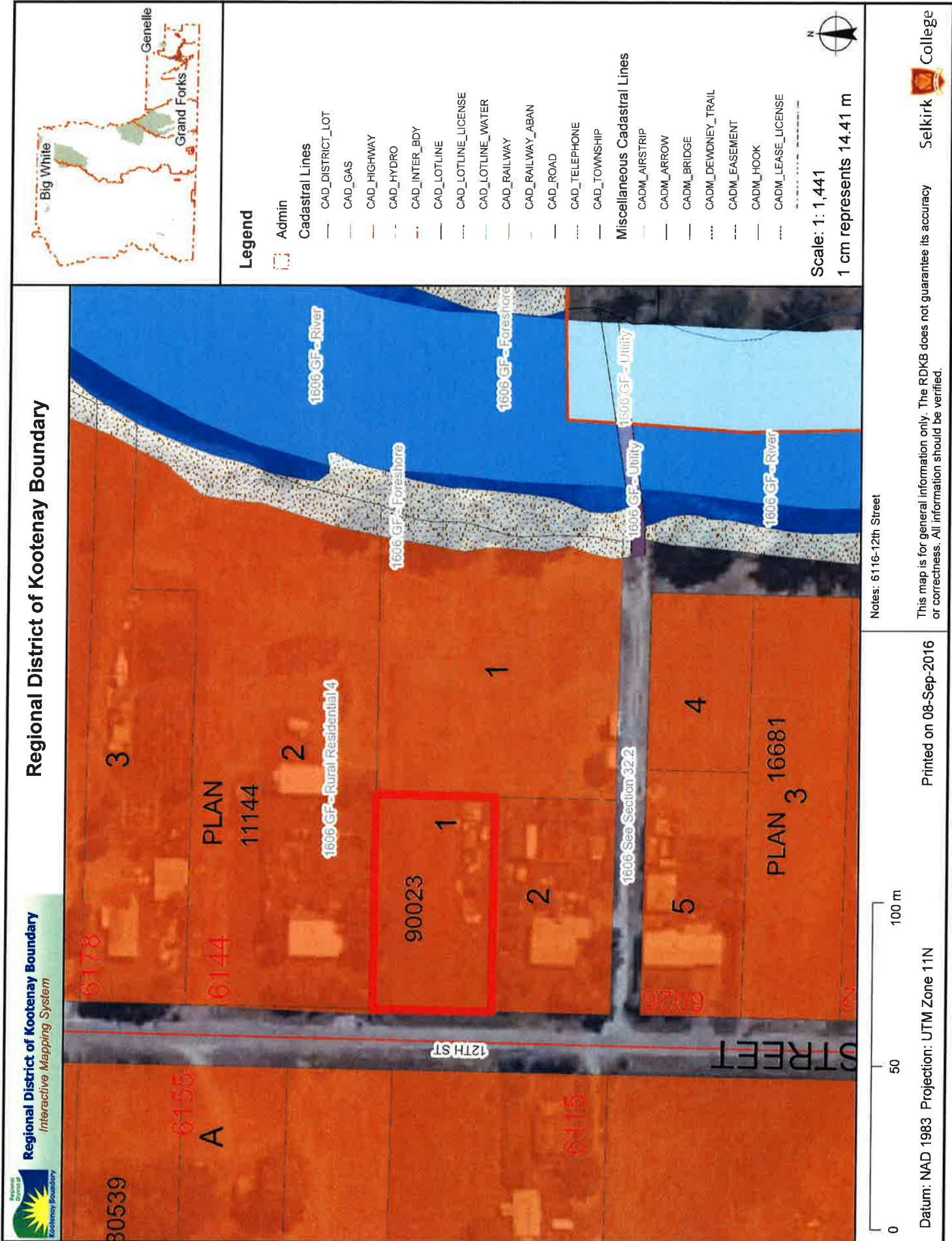
Printed on 08-Sep-2016



Scale 1: 532

Legal Information

Plan: KAP90023	Section:	Jurs: 210	Lot Area: 0.591
Block:	Township:	Roll: 612005	Area Unit: acr
Lot: 1	Land District: 54	PID: 028-104-374	Width (ft): 0
District Lot: 382			Depth (ft): 0
Street: 6116 12TH ST			
Description:			



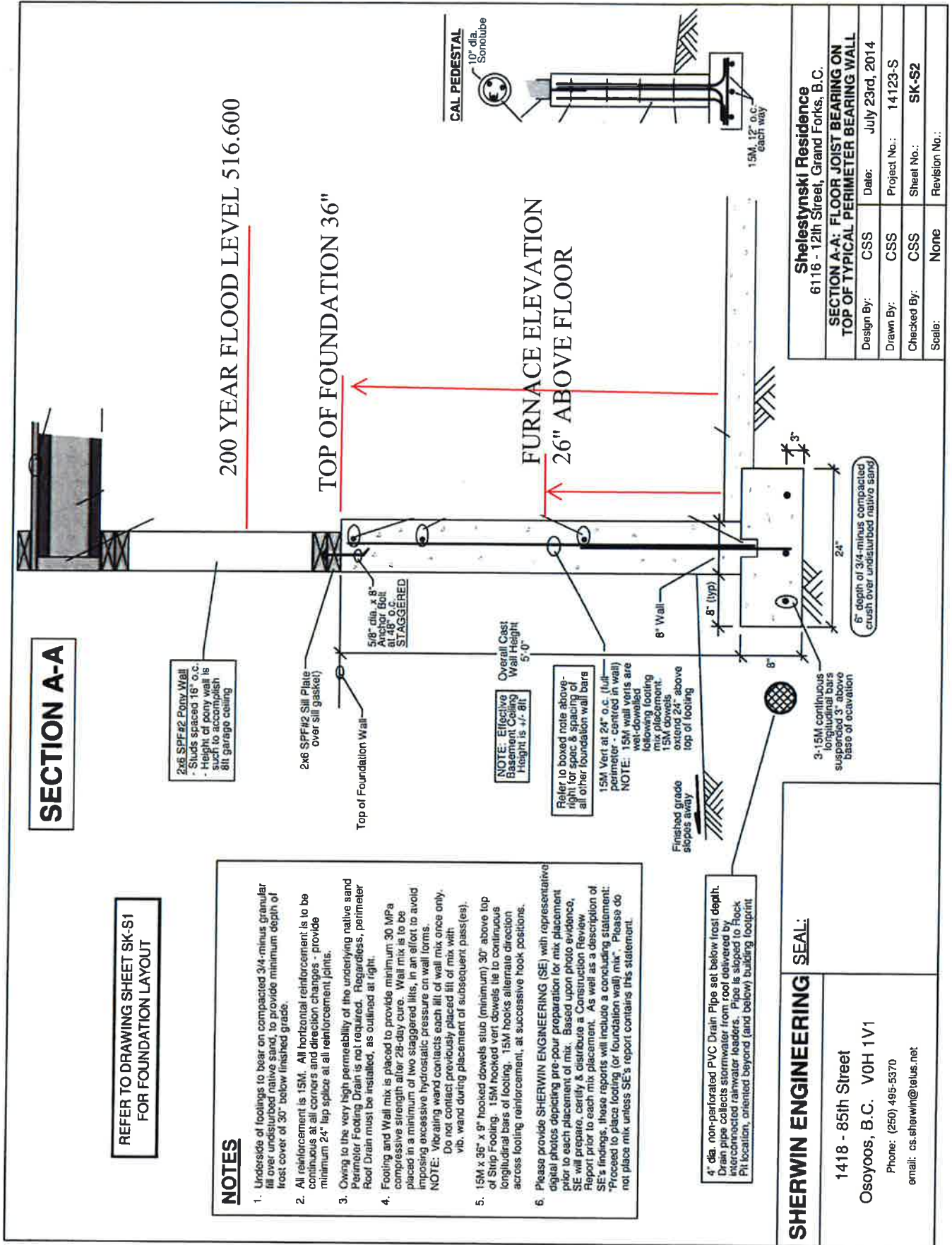
DUCT WORK CONNECTIONS

200 Year Flood Level
5'16.600 - 63 inches above
the concrete basement floor

FURNACE

Requested exemption for
Furnace elevation 26" above
the concrete basement floor





No.	Revision/Issue	Date
1		09/06/20
2		
3		
4		
5		

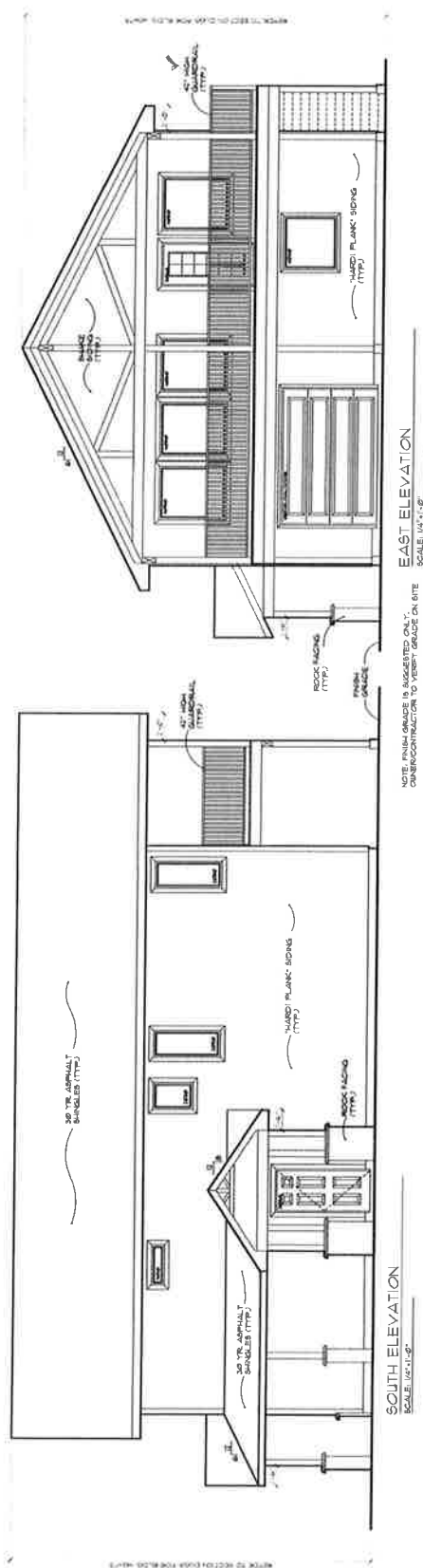
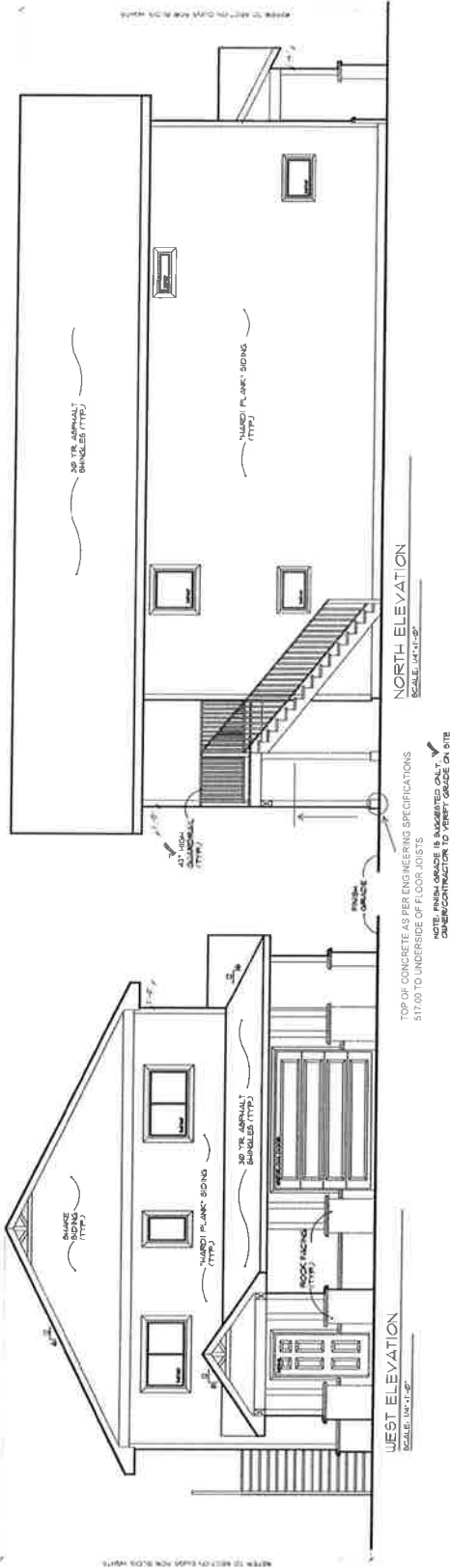
[illegible]

53

Indicated by asterisk (*)

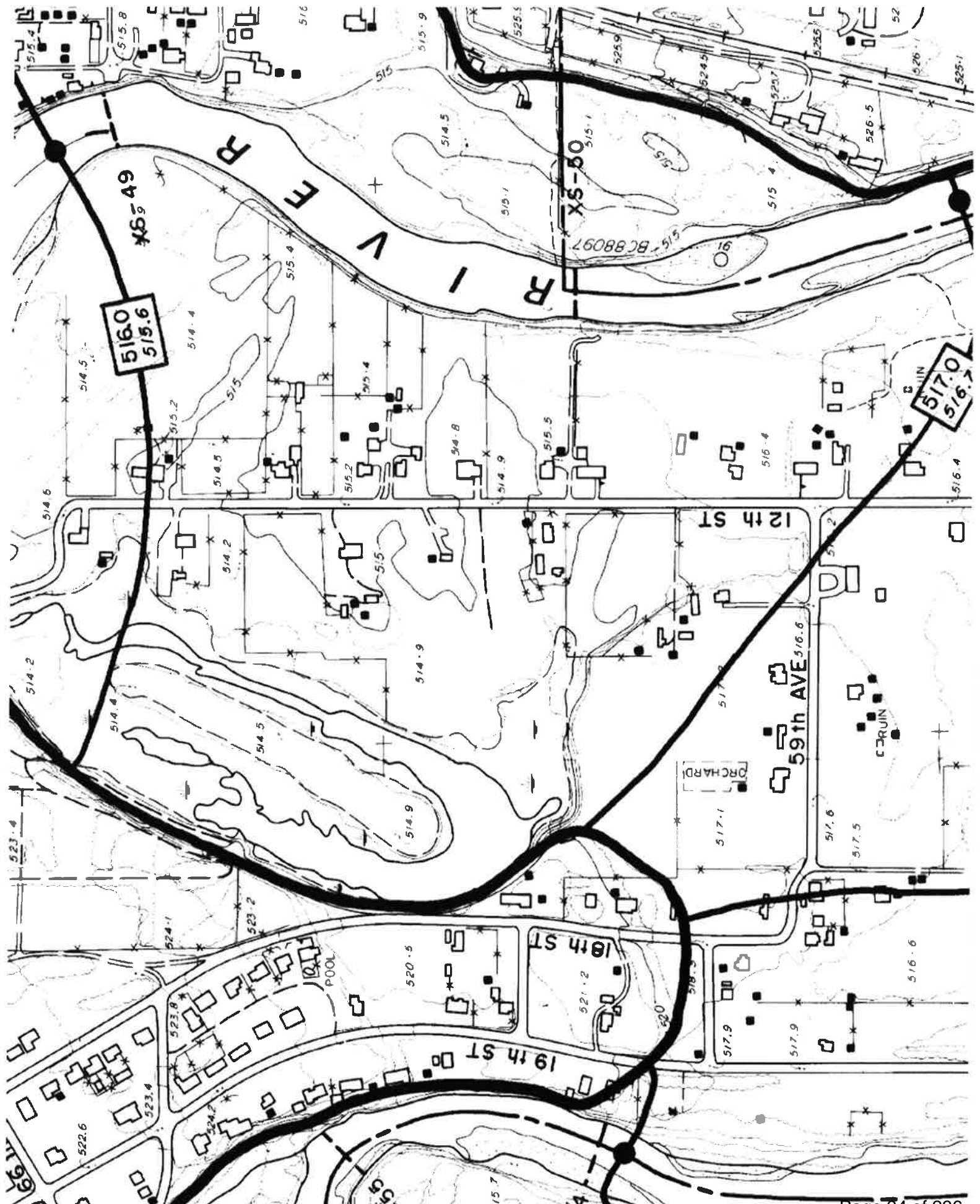
Shelestynski
Grand Forks, B.C.

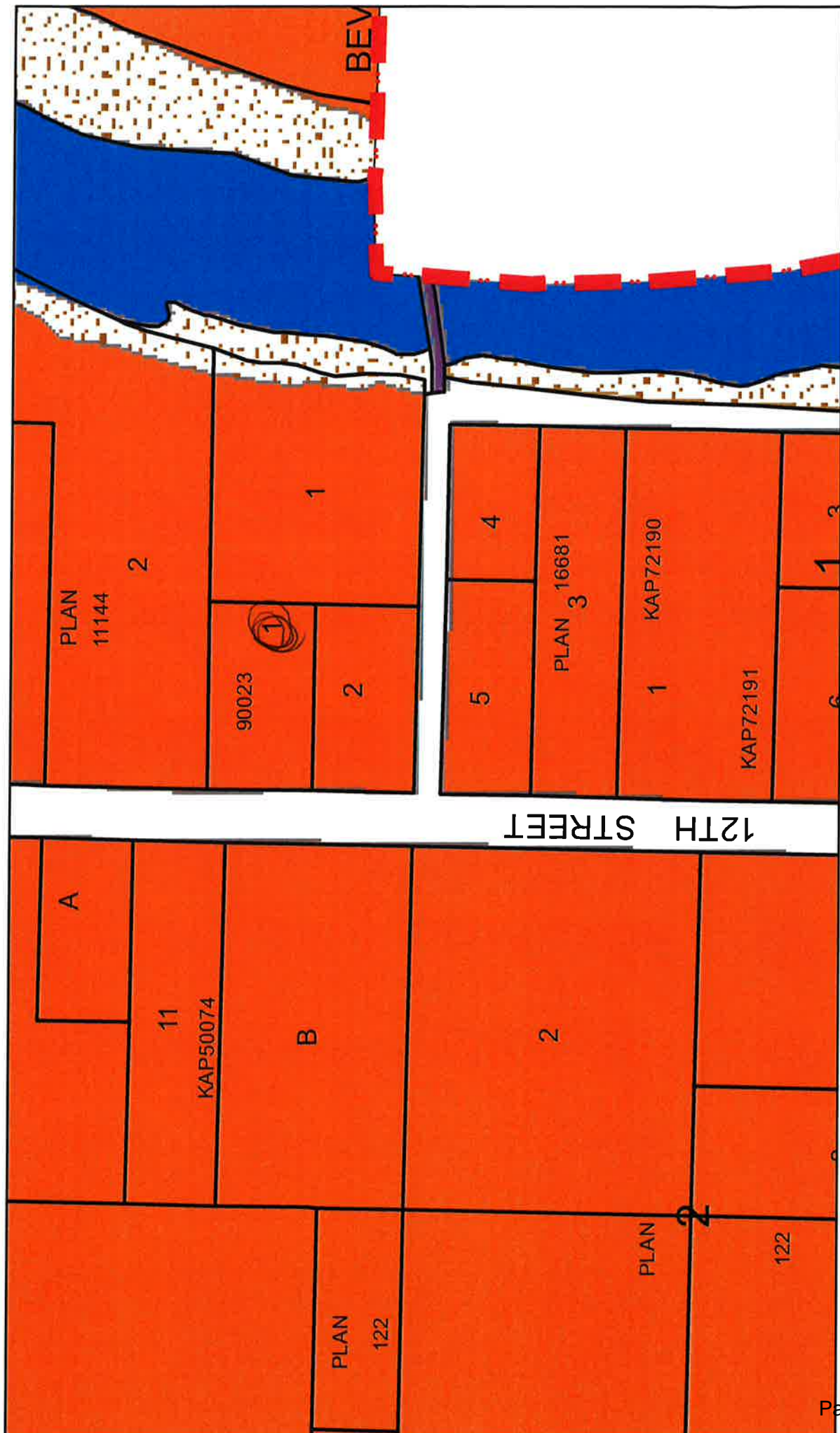
Deputy By:	Don Koflinoff
Date:	MAY 20TH, 2014
Time:	As Stated on Page



APPROVED
REVIEWED
By Wayne Kaplan et 10:32 am, Jul 25, 2014

APPROVED







affect the intent of the specified zoning bylaw provision or specified subdivision servicing bylaw provision.

RS2015-1-520 (B.C. Reg. 257/2015).

Notice of phased development agreement on land title

- 521.** (1) If a phased development agreement is entered into under section 516, a notice that the land described in the notice is subject to the phased development agreement must be filed with the registrar of land titles in the same manner as a notice of a permit may be filed.
- (2) Section 503 [*notice of permit on land title*] applies to a notice under subsection (1) of this section but there is no requirement to file a notice of a minor amendment described in section 519 (2) [*amendments to phased development agreement*].

RS2015-1-521 (B.C. Reg. 257/2015).

Phased development agreement and other information that must be available for public inspection

- 522.** In relation to a phased development agreement, the following must be available for public inspection at the local government offices during regular office hours:
- (a) the phased development agreement;
 - (b) any amendments to the phased development agreement;
 - (c) any agreements, permits, plans or other documents that are incorporated into the phased development agreement, whether directly or by reference.

RS2015-1-522 (B.C. Reg. 257/2015).

Division 13 – Other Land Use Regulation Powers

Runoff control requirements

- 523.** (1) A local government may, by bylaw, require that an owner of land who carries out construction of a paved area or roof area manage and provide for the ongoing disposal of surface runoff and storm water in accordance with the requirements of the bylaw.
- (2) A local government may, by bylaw, establish the maximum percentage of the area of land that can be covered by impermeable material.
- (3) A bylaw under subsection (1) or (2) may make different provisions for one or more of the following:
- (a) different zones;
 - (b) different uses in zones;
 - (c) different areas in zones;
 - (d) different sizes of paved or roof areas;
 - (e) different terrain and surface water or groundwater conditions.

RS2015-1-523 (B.C. Reg. 257/2015).

Requirements in relation to flood plain areas

- 524.** (1) In this section:
- "environment minister"** means the minister charged with the administration of the *Environmental Management Act*;
- "Provincial guidelines"** means the policies, strategies, objectives, standards, guidelines and environmental management plans, in relation to flood control, flood hazard management and development of land that is subject to flooding, prepared and published by the environment minister under section 5 of the *Environmental Management Act*;

"Provincial regulations" means, in relation to a local government, any applicable regulations enacted under section 138 (3) (e) [*general authority to make regulations – flood hazard management*] of the *Environmental Management Act*.

(2) If a local government considers that flooding may occur on land, the local government may, by bylaw, designate the land as a flood plain.

(3) If land is designated as a flood plain under subsection (2), the local government may, by bylaw, specify

- (a) the flood level for the flood plain, and
- (b) the setback from a watercourse, body of water or dike of any landfill or structural support required to elevate a floor system or pad above the flood level.

(4) In making bylaws under this section, a local government must

- (a) consider the Provincial guidelines, and
- (b) comply with the Provincial regulations and a plan or program the local government has developed under those regulations.

(5) A bylaw under subsection (3) may make different provisions for one or more of the following:

- (a) different areas of a flood plain;
- (b) different zones;
- (c) different uses within a zone or an area of a flood plain;
- (d) different types of geological or hydrological features;
- (e) different standards of works and services;
- (f) different siting circumstances;
- (g) different types of buildings or other structures and different types of machinery, equipment or goods within them;
- (h) different uses within a building or other structure.

(6) If a bylaw under subsection (3) applies,

- (a) the underside of any floor system, or the top of any pad supporting any space or room, including a manufactured home, that is used for
 - (i) dwelling purposes,
 - (ii) business, or
 - (iii) the storage of goods that are susceptible to damage by floodwater must be above the applicable flood level specified by the bylaw, and
- (b) any landfill required to support a floor system or pad must not extend within any applicable setback specified by the bylaw.

(7) Subject to the Provincial regulations and a plan or program a local government has developed under those regulations, the local government may exempt a person from the application of subsection (6), or a bylaw under subsection (3), in relation to a specific parcel of land or a use, building or other structure on the parcel of land, if the local government considers it advisable and either

- (a) considers that the exemption is consistent with the Provincial guidelines, or
- (b) has received a report that the land may be used safely for the use intended, which report is certified by a person who is
 - (i) a professional engineer or geoscientist and experienced in geotechnical engineering, or
 - (ii) a person in a class prescribed by the environment minister under subsection (9).

(8) The granting of an exemption, and the exemption, under subsection (7) may be made subject to the terms and conditions the local government considers necessary or advisable, including, without limitation,

- (a) imposing any term or condition contemplated by the Provincial guidelines in relation to an exemption,
- (b) requiring that a person submit a report described in subsection (7) (b), and
- (c) requiring that a person enter into a covenant under section 219 of the *Land Title Act*.

(9) The environment minister may make regulations prescribing a class of persons the minister considers qualified, for the purposes of this section, to certify reports referred to in subsection (7) (b).

THE CORPORATION OF THE CITY OF GRAND FORKS

**CONSOLIDATED FOR CONVENIENCE
NOT OFFICIAL VERSION**

BYLAW NO. 1402

**A BYLAW TO DESIGNATE CERTAIN LAND WITHIN THE CITY OF GRAND
FORKS AS FLOODPLAIN AND TO SET FLOODPLAIN SETBACKS
PURSUANT TO SECTION 969 OF THE MUNICIPAL ACT**

**GRAND FORKS FLOODPLAIN MANAGEMENT AMENDMENT BYLAW NO.
1756, 2004**

WHEREAS the City of Grand Forks may enact a floodplain management bylaw, pursuant to Section 969 of the Municipal Act where it considers that flooding may occur on the land;

AND WHEREAS Environment Canada and B.C. Environment have cooperatively produced floodplain mapping for the Kettle and Granby Rivers which identify certain flood prone properties within the City of Grand Forks;

AND WHEREAS the purpose of a floodplain management bylaw is to reduce the risk of injury, loss of life and damage to the buildings and structures due to flooding. However, the City of Grand Forks does not represent to any person that any building or structure, including a manufactured home, used, located or constructed in accordance with the provisions of a floodplain management bylaw will not be damaged by flooding nor that injury or loss of life due to flooding will not occur;

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

1.0 Title

This bylaw may be cited as the “**City of Grand Forks Floodplain Management Bylaw No. 1402, 1993**”.

2.0 Administration

2.1 The Building Inspector or other such person appointed by Council will administer this bylaw.

2.2 This bylaw shall apply to all of the City of Grand Forks.

- 2.3 The provision of this bylaw include Drawing Numbers 90-34-5 through 90-34-7 of the Environment Canada/BC Environment Floodplain Mapping for the Kettle and Granby Rivers in the Grand Forks Area, which are attached to and form part of this bylaw as Schedule "X".

3.0 Interpretation

For the purposes of this bylaw, the following definitions apply:

Bylaw 1756

DESIGNATED FLOOD means a flood which may occur in any given year of such magnitude as to equal a flood having a 200-year recurrence interval based on a frequency analysis of unregulated historic flood records or by regional analysis where there is inadequate stream flow data available.

DESIGNATED FLOOD LEVEL means the observed or calculated elevation for the designated flood, which is used in the calculation of the flood construction level.

DWELLING UNIT means a self contained unit consisting of one or more rooms, designated, occupied or intended for occupancy, as a separate household with sleeping, cooking and sanitary facilities, but specifically excluding recreation vehicles.

FARM BUILDING means a building or part thereof which is associated with and located on land devoted to the practice of farming and used essentially for the housing of equipment or livestock or the production, storage, processing, marketing and selling of agricultural and horticultural produce or feeds.

FLOOD CONSTRUCTION LEVEL means a designated flood level plus freeboard, or where a designated flood level cannot be determined, a specified height above a natural boundary, natural ground elevation or any obstruction that could cause ponding.

FLOODPLAIN means an area, which is susceptible to flooding from an adjoining watercourse, lake or other body of water.

FLOODPLAIN SETBACK means the required minimum distance from the natural boundary or other reference line of a watercourse, lake or other body of water to any landfill or structural support required to elevate a floor system or pad above the flood construction level so as to maintain a floodway and allow for potential land erosion.

FREEBOARD means a vertical distance added to a designated flood level used to establish a flood construction level.

HABITABLE AREA means any space or room, including a manufactured home that is used for dwelling purposes, business, or the storage of goods, which are susceptible to damage by floodwater;

LANDFILL means sand, gravel, earth, rock or any combination thereof, placed or deposited by man, to raise the level of the ground but does not include building or construction debris.

MANUFACTURED HOME means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be moved from one place to another by being towed or carried and to provide a dwelling house or premises and which conforms to the requirements of the British Columbia Building Code;

NATURAL BOUNDARY means the visible high watermark of any lake, river, stream or other body of water, where the presence and action of the water are so common and usual and so long continued in all ordinary years as to mark upon the soil of the bed of the lake, river, stream or other body of water, a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself and includes the edge of dormant side channels of any lake, river, stream, marsh or other body of water;

NATURAL GROUND ELEVATION means the undisturbed ground elevation prior to site preparation;

PAD means a paved surface on which blocks, posts, runners or strip footings are placed, for the purpose of supporting a Manufactured Home or a concrete pad for supporting a Habitable Area;

STANDARD DYKE means a dyke built to a minimum crest elevation equal to the Flood Construction Level and meeting standards of design and construction approved by the Ministry of Environment and maintained by an ongoing authority such as a local government body.

WATERCOURSE means any natural or man made depression with well defined banks and a bed 0.6 metres or more below the surrounding land serving to give direction to a current of water at least six (6) months of the year or more upstream of the point of consideration.

4.0 Floodplain Designation

The following lands are designated as Floodplain;

- (1) All land lying within the Designated Floodplain Limit, as shown on Schedule "X", attached hereto.
- (2) All lands which are below the Flood Levels specified in Section 5.1 or within the Floodplain Setbacks specified in Section 5.2 of this bylaw.

5.0 Floodplain Specifications

5.1 Flood Levels

The following elevations are specified as Flood Levels, except that where more than one flood level is applicable, the higher elevation shall be the flood level

- 1) 1.5 metres above the natural boundary of any watercourse, lake or other body of water;
- 2) Notwithstanding Section 5.1(1), within those areas designated in Section 4.0(1) of this bylaw, the specified Flood Levels shall be interpolated from the "200 year frequency Flood Level", identified on Schedule "X", attached hereto.

5.2 Floodplain Setbacks

The following distances are specified as Floodplain Setbacks, except that where more than one floodplain setback is applicable, the greater distance shall be the setback

- 1) 30 metres from the natural boundary of the Kettle or Granby Rivers;
- 2) 7.5 metres from the landside toe of any standard dyke;
- 3) 15 metres from the natural boundary of any other watercourse;
- 4) 7.5 metres from the natural boundary of any lake, marsh or pond.

6.0 Application of Floodplain Specifications

6.1 Pursuant to Section 969(5) of the Municipal Act, after a bylaw has specified Flood Levels and Floodplain Setbacks for a designated floodplain:

1) the underside of any floor system or the top of any pad supporting any space or room, including a manufactured home that is used for dwelling purposes, business or the storage of goods which are susceptible to damage by floodwater shall be above the specified level, and

Bylaw 1756

2) ***any landfill required to support a floor system or pad shall not extend within any setback from a watercourse or body of water specified by this bylaw.***

3) structural support or compacted fill or a combination of both may be used to elevate the underside of the floor system or the top of the pad above the Flood Levels specified in Section 5.1. The structural support and/or fill shall be protected against scour and erosion from flood flows, wave action, ice and other debris.

4) the Building Inspector or such other person appointed by Council to administer this bylaw may require that a British Columbia Land Surveyor's certificate be required to verify compliance with the Flood Levels and Floodplain Setbacks specified in Section 5.1 and 5.2 and that the cost of such verification shall be assumed by the land owner.

7.0 General Exemptions

Notwithstanding the flood construction level requirements cited in this bylaw, the following types of developments are exempted from the requirements as it pertains to the flood construction levels specified in Section 5.1 of this bylaw:

Bylaw 1756

- ***a renovation of an existing building or structure that does not involve an addition thereto;***
- ***an addition to a building or structure that would increase the size of the building or structure by less than 25 percent of the floor area existing at the date of adoption of this bylaw, provided that the degree of conformity regarding setbacks is not increased;***
- ***that portion of a building or structure to be used as a carport, garage or entrance foyer;***

- *farm buildings other than dwelling units and closed-sided livestock housing;*
- *hot water tanks and furnaces behind standard dykes;*
- *closed-sided livestock housing behind standard dykes;*
- *heavy industry behind standard dykes;*
- *on-loading and off-loading facilities associated with water-oriented industry and portable sawmills;*
- *farm dwelling units provided that they are located on parcels 8 hectares or greater in size that are located within the Agricultural Land Reserve, provided that they are located with the underside of a wooden floor system or the top of the pad of an habitable area (or in the case of a manufactured home or unit, the top of pad or the ground surface on which it is located) no lower than 1 metre above the natural ground elevation taken at any point on the perimeter of the building, or no lower than the flood construction levels specified in Section 5.1 of this bylaw, whichever is lesser;*
- *closed sided livestock housing not behind standard dykes provided that they are located with the underside of a wooden floor system or the top of the pad (or in the case of a manufactured home or unit, the top of pad or the ground surface on which it is located) no lower than 2 metre above the natural ground elevation taken at any point on the perimeter of the building, or no lower than the flood construction levels specified in Section 5.1 of this bylaw, whichever is lesser;*
- *industrial uses, other than main electrical switchgear, provided that the are located with the underside of a wooden floor system or the top of the pad (or in the case of a manufactured home or unit, the top of pad or the ground surface on which it is located) no lower than 1 metre above the natural ground elevation taken at any point on the perimeter of the building, or no lower than the flood construction levels specified in Section 5.1 of this bylaw, minus freeboard. Main electrical switchgear shall be no lower than the flood construction level.*

8.0 Site Specific Exemptions

An application by the property owner for a site-specific exemption shall be completed upon a form provided by the City, which is attached hereto as Schedule "B" and may be considered with the following provisions:

- *the exemption is consistent with the Provincial Guidelines as defined in the Local Government Act; and*

- *is accompanied with a professional engineer's or geoscientist's report that the property can be safely used for the intended use, at the elevation requested; and*
- *a Section 219 Floodplain covenant is registered on title, saving the City harmless for any damages or injuries that may occur due to flooding.*

INTRODUCED this 18th day of October, 1993.

Read a **FIRST** time this 18th day of October, 1993.

Read a **SECOND** time this 18th day of October, 1993.

Read a **THIRD** time this 15th day of November, 1993.

I, Lynne Burch, City Clerk of the Corporation of the City of Grand Forks, hereby certify the foregoing to be a true and correct copy of Bylaw No. 1402, 1993" as read a **THIRD** time by the Council of the Corporation of the City of Grand Forks this 15th day of November, 1993.

(Lynne Burch)
City Clerk

The City of Grand Forks Floodplain Management Bylaw No. 1402, 1993 is approved pursuant to the provisions of Section 969 of the Municipal Act this 10th day of December, 1993.

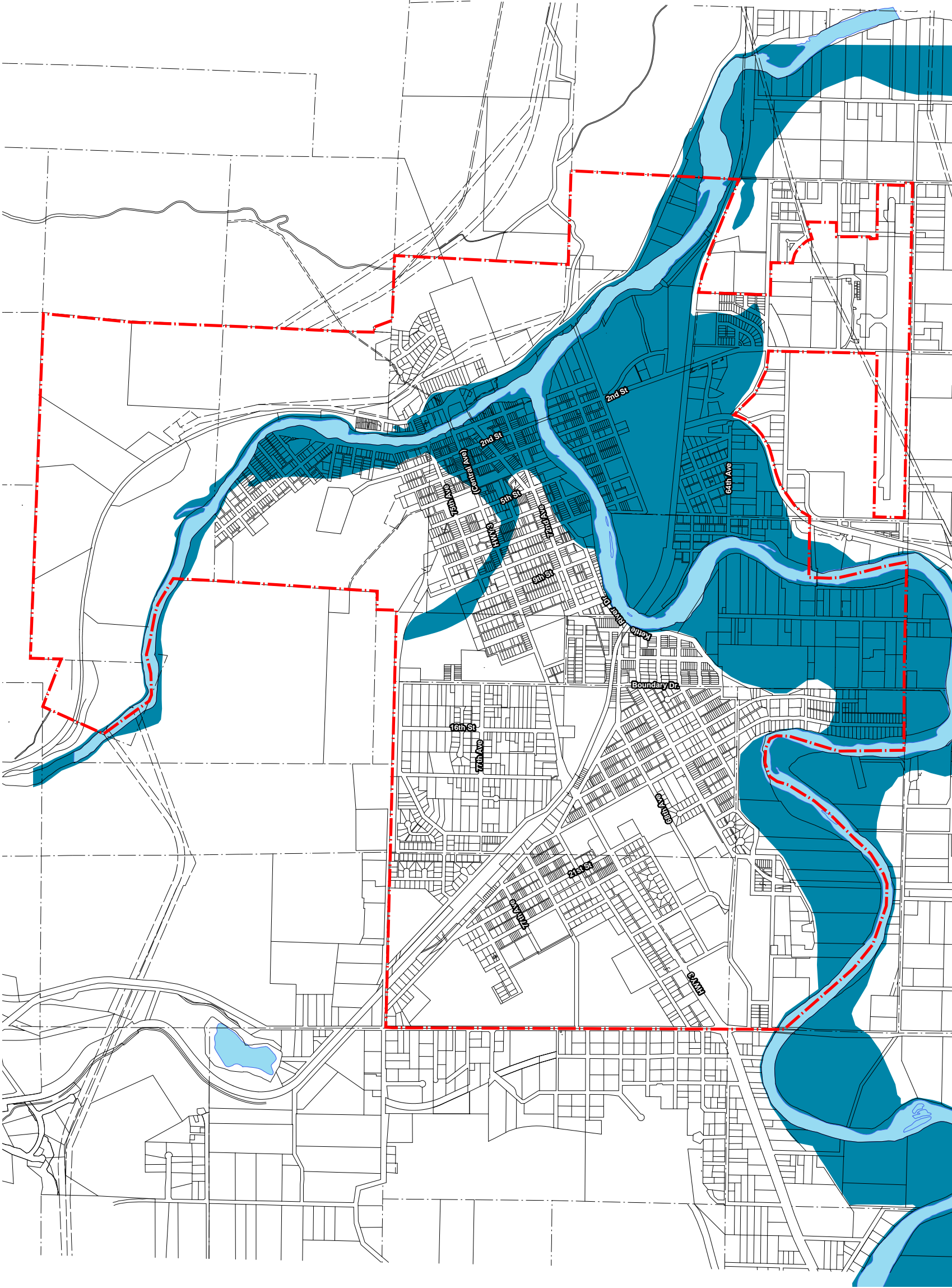
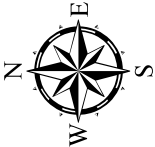
(J.O. Riordan)
for Minister of Environment, Land and Parks

NOTICE ADVERTISED this 27th day of October, 1993 and also this 3rd day of November, 1993.

RECONSIDERED, PASSED AND FINALLY ADOPTED this 18th day of April, 1994.

(Yasushi Sugimoto)
Y. Sugimoto – Mayor

(Lynne Burch)
J.L. Burch – City Clerk



Legend

- Municipal Boundary
- 200 year floodplain



The accuracy and completeness of information shown on this drawing is not guaranteed. It will be the responsibility of the user of the information shown on this drawing to locate and establish the precise location of all existing information whether shown or not.



REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Manager of Development & Engineering Services
Date: October 11, 2016
Subject: Subdivision application for 6370-12th Street and 6380-12th Street
Recommendation: **RESOLVED THAT** Council approves the two subdivision applications for 6370-12th Street and 6380-12th Street.

- In March, 2016 the Agricultural Land Commission referred a subdivision application for 6370 and 6380-12th Street for Council review and requested the City submit a Local Government Report and a copy of the resolution back to the Commission.
- At the May 9, 2016 Regular Meeting, Council resolved to support the subdivision applications and sent a completed Local Government Report and Council's resolution to the Commission.
- September 23, 2016 the applicants each submitted an application for preliminary acceptance of subdivision.
 - 6370-12th Street property is currently ~1.1 hectares in size and the 6380-12th Street property is ~1 hectare in size.
 - If the subdivision is approved the 6370-12th Street property would become 0.37 hectares with the existing house and outbuildings. The 6380 property after consolidation would become 1.07 hectares and is currently vacant land with no buildings.
 - In accordance with the Zoning Bylaw, the minimum parcel size when connected to one service is 0.139 hectares and the minimum parcel size when not connected to any services is 1.01 hectares.
- The Agricultural Land Commission approved the Proposal to adjust the boundary as the Panel believed the adjustment is in support of farming, and does not affect other values and planning considerations.
- Interior Health Authority did not recommend supporting the subdivision. While the Authorized Person (Registered Onsite Wastewater Practitioner / ROWP) stated a Type 2 onsite sewerage system is required as there was not sufficient separation to groundwater, the Interior Health Subdivision Guideline does not allow for Type 2 systems for subdivision purposes and the proposed subdivision did not ensure sufficient room on 6370 12th St. for a Type 1 system and disposal field.
- This department **recommends approving the subdivision applications because they will not result in an increase in density of dwellings or number of sewerage systems within the area.** Should the system at 6370 12th St. require replacement in the future, the owners would be required to install a Type 2 (or better) sewerage system. Ultimately,



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability





REQUEST FOR DECISION

— REGULAR MEETING —



choosing not to approve the subdivisions would not have any positive impact on groundwater protection.

Strategic Impact:

-  Financial: No impact noted
-  Larger farm size increases farm viability.
-  Food security has been identified as priorities in the Strategic Plan
-  No additional impact on groundwater protection or the rural character of the neighbourhood is anticipated.

Policy/Legislation: Local Government Act, Sustainable Community Plan, Zoning Bylaw, Subdivision, Development & Servicing Bylaw and the Agricultural Land Reserve Act & Regulations.

Attachments:

- subdivision applications for 6370 and 6380-12th Street
- Council resolution of support
- Agricultural Land Commission Response
- Interior Health Authority recommendation.

Recommendation: **RESOLVED THAT** Council approves the two subdivision applications for 6370-12th Street and 6380-12th Street.

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



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



Figure 1. Aerial view of subject properties (highlighted) prior to subdivision.



Figure 2. Google Street View of subject properties from northwest of 6380 12th St. looking SE across 6370 12th St.



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

THE CORPORATION OF THE CITY OF GRAND FORKS

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

Receipt No. _____ Date: Sept 23 2016

Applicant's Name: JOHN VERKERK

Applicant's Address: _____

Agent for Applicant: _____

Agent's Address: _____

Legal Description of Property to be Subdivided or Strata Converted

PLAN KAP 89680 LOTA

Civic or Street Address: 6380 12TH STR.

Current Zoning of Property R4

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 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, [Signature], 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 _____
 Existing Zoning _____
 Other Comments _____

 Above checked by: _____

Development Cost Charges

Single Family (per lot created)	Sewer \$2,377. x _____ = _____
	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.

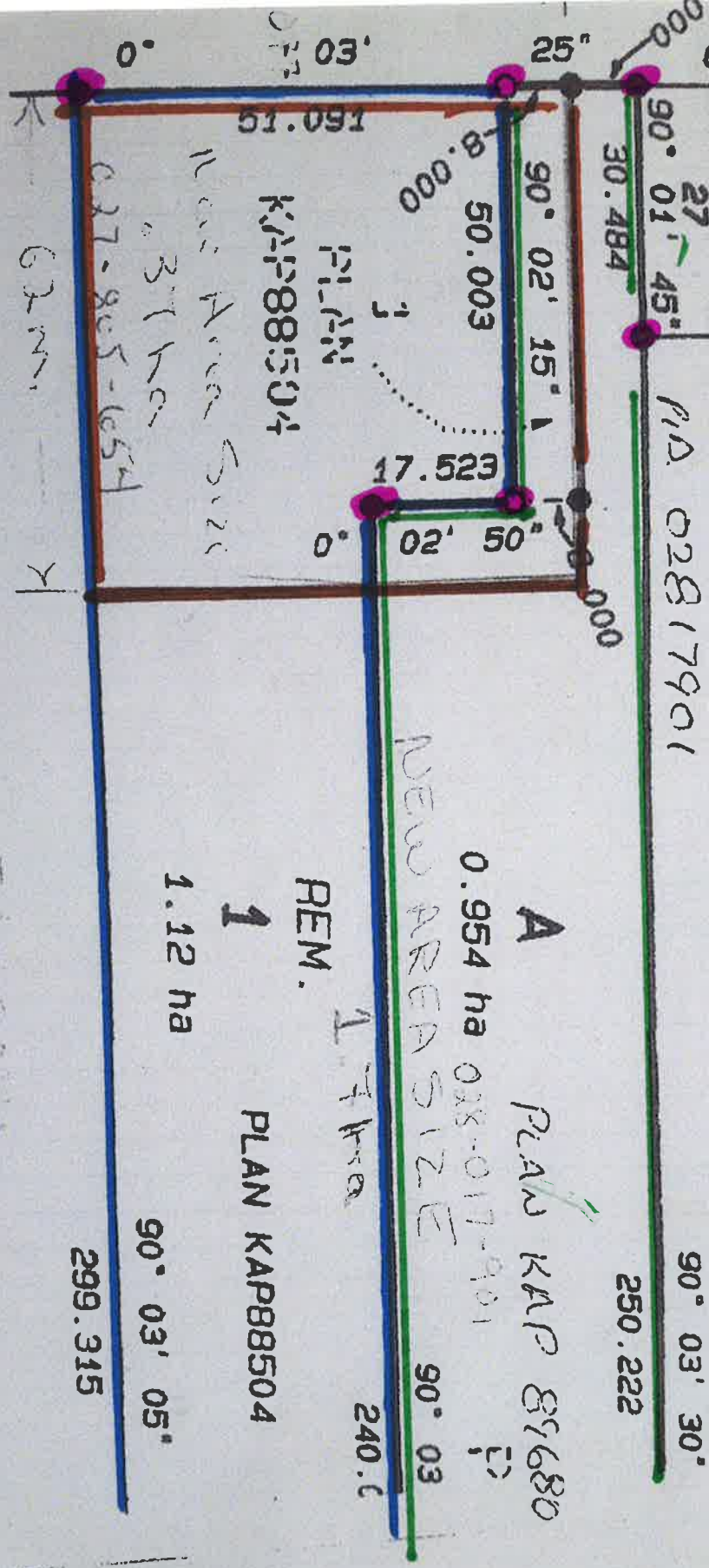
*Applicant is exempt from the duty to provide a site profile under Section 26.1 of the *Waste Management Act* with respect to industrial or commercial purposes and industrial and commercial activities, which are not described in Schedule 2 of the Site Profile package.

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

BK 28 B	PLAN 123
---------	----------

O.L. 382
 Folio 210.00608.035
 P.A. 02817901

PLAN KAP811



THE CORPORATION OF THE CITY OF GRAND FORKS

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

Receipt No. _____ Date: Sept 23, 2017

Applicant's Name: Lawrence & Chris-Anne Gilmore

Applicant's Address: _____

Agent for Applicant: _____

Agent's Address: _____

Legal Description of Property to be Subdivided or Strata Converted

Lot 1, Plan KAP88504, DL 382, LD54 Except Plan KAP89680

Civic or Street Address: 6370-12st

Current Zoning of Property R4

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 Created (\$100.00 x _____ lots) (non refundable)	<u> / </u>
<u>Total Subdivision Fees</u>	\$ <u> / </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, Lawrence & Chris Anne Gilmore, 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 _____
 Existing Zoning _____
 Other Comments _____

 Above checked by: _____

Development Cost Charges

Single Family (per lot created)	Sewer \$2,377. x _____ = _____
	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)



Settle down.


CERTIFIED RESOLUTION

MOTION: ROSS / THOMPSON

RESOLVED THAT Council supports the subdivision application and completes the Local Government Report and sends a copy of the resolution to the Agricultural Land Commission.

THE MOTION WAS CARRIED.

I hereby certify the foregoing to be a true and
correct copy of a resolution passed by the
Municipal Council of the
City of Grand Forks
on the 9th day of May, 2016



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



Agricultural Land Commission
133–4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

August 15, 2016

ALC File: 55075

Chris-Anne Gilmore
6370 12th Street
Grand Forks, BC V0H 1H0

Dear Ms. Gilmore:

Re: Application to Subdivide Land in the Agricultural Land Reserve (ALR)

Please find attached the Reasons for Decision of the Agricultural Land Commission (Resolution #306/2016) as it relates to the above noted application. As agent, it is your responsibility to notify your client(s) accordingly. A sketch plan depicting the decision has been attached.

Please send two (2) paper copies or one (1) electronic copy of the final survey plan to this office. When the Commission confirms that all conditions have been met, it will authorize the Registrar of Land Titles to accept registration of the plan.

Please note that pursuant to s. 33.1 of the *Agricultural Land Commission Act*, the Chair may direct the executive committee to reconsider this panel decision if, within 60 days from the date of this decision, he considers that the decision “may not fulfill the purposes of the commission as set out in section 6 or does not adequately take into account the considerations set out in section 4.3”. I can advise you that in this case, the Chair has already reviewed the decision and has instructed me to communicate to you that he does not intend to exercise that authority in this case.

Further correspondence with respect to this application is to be directed to Riccardo Peggi at (Riccardo.Peggi@gov.bc.ca).

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

Per: 

Colin J. Fry, Director of Policy and Planning

Enclosures: Reasons for Decision (Resolution #306/2016)
Sketch plan

cc: City of Grand Forks (File: 2016SUBGILALC)

55075d1



AGRICULTURAL LAND COMMISSION FILE 55075

REASONS FOR DECISION OF THE KOOTENAY PANEL

Application submitted pursuant to s. 21(2) of the *Agricultural Land Commission Act*

Applicants:

**Chris-Anne Gilmore
Lawrence Joseph Gilmore
Robin Diana Whittall
Johan Verkerk
(the “Applicants”)**

Agent:

**Chris-Anne Gilmore
(the “Agent”)**

Application before the Kootenay Regional Panel:

**Sharon Mielnichuk, Panel Chair
Harvey Bombardier
Ian Knudsen**



THE APPLICATION

[1] The legal description of the properties involved in the application are:

- a. Parcel Identifier: 027-805-654
Lot 1, District Lot 382, Similkameen Division Yale District, Plan KAP88504,
Except Plan KAP89680
- b. Parcel Identifier: 028-017-901
Lot A, District Lot 382, Similkameen Division Yale District, Plan KAP89680

(collectively the “Properties”)

[2] The Properties are 1.1 ha and 1 ha in area respectively.

[3] The Properties are generally described as being located on 12th Street, Grand Forks, BC.

[4] The Properties are located within a designated agricultural land reserve (“ALR”) as defined in s. 1 of the *Agricultural Land Commission Act* (the “ALCA”).

[5] The Property is located within Zone 2 as defined in s. 4.2 of the ALCA.

[6] Pursuant to s. 21(2) of the ALCA, the Applicants are applying to adjust the boundaries between the Properties to create new parcel sizes of 0.4 ha and 1.7 ha (the “Proposal”). The Proposal along with supporting documentation is collectively the application (the “Application”).

RELEVANT STATUTORY PROVISIONS

[7] The Application was made pursuant to s. 21(2) of the ALCA:

21(2) An owner of agricultural land may apply to the commission to subdivide agricultural land.

[8] The Panel considered the Application pursuant to its mandate in s. 4.3 of the *ALCA*:

4.3 When exercising a power under this Act in relation to land located in Zone 2, the commission must consider all of the following, in descending order of priority:

- (a) the purposes of the commission set out in section 6;
- (b) economic, cultural and social values;
- (c) regional and community planning objectives;
- (d) other prescribed considerations.

[9] The purposes of the Commission set out in s. 6 are as follows:

6 The following are the purposes of the commission:

- (a) to preserve agricultural land;
- (b) to encourage farming on agricultural land in collaboration with other communities of interest; and
- (c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies.

EVIDENTIARY RECORD BEFORE THE PANEL

[10] The Panel considered the following evidence:

1. The Application
2. Local government documents
3. Previous application history
4. Agricultural capability map, ALR context map and satellite imagery

All documentation noted above was disclosed to the Agent in advance of this decision.



[11] The City of Grand Forks (the “City”) resolved to forward the Application with support.

[12] The Panel reviewed two previous applications involving the Property:

Application ID: 44704
Legacy File: 37898
(Gilmore, 2007)

To subdivide the 2.7 ha property into three parcels of 0.7 ha, 1.0 ha, and 1.0 ha. The Commission noted that the property was actually 2.07 ha, not 2.7 ha. An alternate proposal of subdivision of the property into two parcels of approximately 1.0 ha was approved by Resolution #315/2008.

Note: This approval created the Properties.

Application ID: 42553
Legacy File: 36377
(Kabatoff, 2005)

To subdivide the 4.6 ha property into four parcels of 0.8 ha, 1.0 ha, 1.0 ha, and 1.8 ha. The application was approved by C Resolution #91/2006.

Note; This approval created the parent property that was the subject of subdivision application (Application ID: 44704) noted above.

SITE VISIT

[13] The Panel, in the circumstances of the Application, did not consider it necessary to conduct a site visit to the Property based on the evidentiary record associated with the Application.

FINDINGS

Section 4.3(a) and Section 6 of the ALCA: First priority to agriculture

[14] In assessing agricultural capability, the Panel referred in part to agricultural capability mapping and ratings. The ratings are identified using the Canada Land Inventory (CLI), ‘Soil

Capability Classification for Agriculture' system. The improved agricultural capability ratings identified on CLI map sheet 82E/01 for the mapping unit encompassing the Property is Class 4; more specifically (4M).

Class 4 - land is capable of a restricted range of crops. Soil and climate conditions require special management considerations.

The limiting subclass associated with this parcel of land is M (moisture deficiency).

[15] The Panel reviewed the CLI ratings and find that the Properties have moderate capability for agriculture.

[16] In her letter, the Agent stated that the purpose of the proposal is:

"to enable Johan Verkerk and Robin Whittall to grow hay and have livestock (horse, chickens etc)"

[17] The Panel believes that the boundary adjustment will increase the farmable area available to the Applicants. The Panel believes that the boundary adjustment is in support of farming.

[18] The Panel noted that the Properties are located in an area of primarily rural residential use. Therefore, the Panel believes that the proposed parcel sizes are appropriate for the area.

Section 4.3(b) of the ALCA: Second priority to economic, cultural and social values

[19] The Agent did not provide any evidence or rationale regarding any economic, cultural and social values that may be pertinent to the Application.

Section 4.3(c) of the ALCA: third priority to regional and community planning objectives

[20] The City, in its report, noted that the Proposal is consistent with zoning and the official community plan for the area.

Weighing the factors in priority

[21] The Panel believes that the boundary adjustment will increase the farmable area available to the Applicants. The Panel believes that the boundary adjustment is in support of farming.

[22] The Panel gave consideration to economic, social and cultural values and regional and community planning objectives planning as required by s. 4.3. In this case, the Panel finds that these considerations are not contributory to the decision given the Panel's finding following its review of the agricultural considerations.

DECISION

[23] For the reasons given above, the Panel approves the Proposal to adjust the boundary between the Properties to create new parcel sizes of 0.4 ha and 1.7 ha.

[24] The Proposal is approved subject to the following conditions:

- a. the subdivision being in substantial compliance with the plan submitted with the Application; and
- b. the subdivision plan being completed within three (3) years from the date of release of this decision.

[25] This decision does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.

[26] Panel Chair Sharon Mielnichuk concurs with the decision.
Commissioner Harvey Bombardier concurs with the decision.



Commissioner Ian Knudsen concurs with the decision.

[27] Decision recorded as Resolution #306/2016.

A decision of the Panel is a decision of the Commission pursuant to s. 11.1(5) of the
Agricultural Land Commission Act.

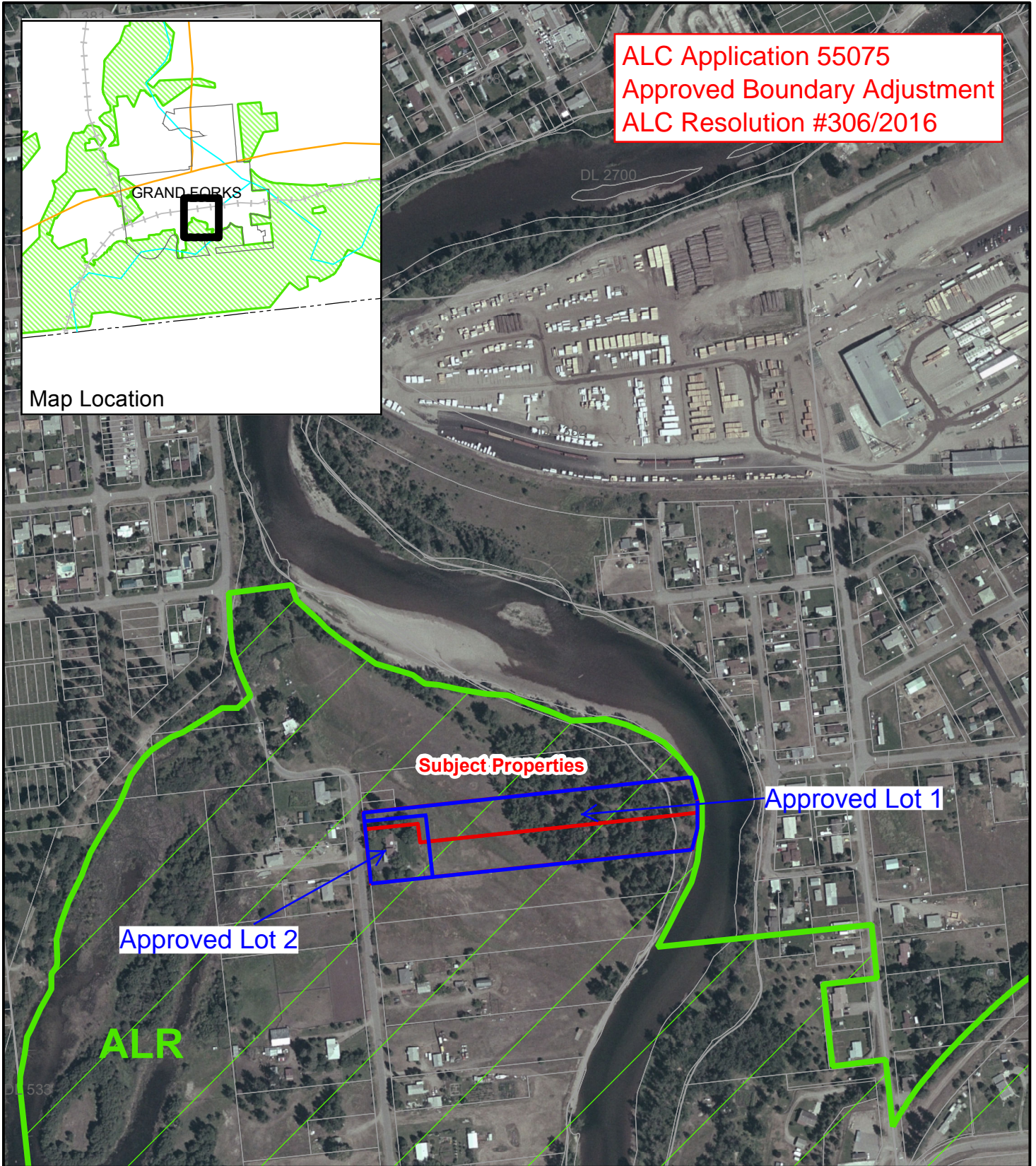
Upon instruction of the Panel, I have been authorized to release the Reasons for Decision by
Resolution #306/2016. The decision is effective upon release.

A handwritten signature in black ink, appearing to be 'CJF', is located on the left side of the page.

Colin J. Fry, Director of Policy and Planning

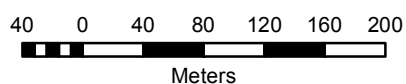
August 15, 2016

Date Released



Airphoto Map

2005 Natural Colour
Map Scale: 1:5,000



ALC File #:	55075
Mapsheet #:	82E.008
Map Produced:	May 25, 2016
Regional District:	Kootenay Boundary
Page 124 of 236	



June 30, 2016

Dolores Sheets
Manager of Development & Engineering
P.O. Box 220
Grand Forks, B.C. V0H 1H0
Email: dsheets@grandforks.ca

Dear Ms. Sheets:

RE: Subdivision/ Development/ Development Variance/ Rezoning Application; Lot 1, DL 382, SDYD, Plan KAP88504 except Plan KAP89680; Interior Health File # 2016SDHBE-02, 6370 12th Street.

The following recommendation is based on the information provided by the applicant/Authorized Person. This assessment is to determine if the proposed subdivision is in compliance with B.C. Regulation 326/2004, Sewerage System Regulation, B.C. Regulation 262/70, Subdivision Regulations, and the B.C. Drinking Water Protection Act and B.C. Drinking Water Protection Regulation.

Interior Health does not recommend approval for the following reason:

An Authorized Person (AP) is required to identify suitable primary and reserve dispersal areas (Type 1 trench) for each proposed lot. The AP report states that a Type 2 onsite sewerage system is required for this proposal.

The soils indicated on the proposed lot(s) do not meet the requirements of Appendix B of the Subdivision Regulations or the Interior Health Subdivision Guideline. There must be 1.2 m of suitably permeable soil (undisturbed/natural) in the area designated for placement of sewerage dispersal. The soils in this area must not be impacted by seasonal high water table, water table mounding or a restrictive layer.

There is no assessment for the existing onsite sewerage regarding any potential health risk. If this sewerage system (SDS) is intended for continued usage, the Authorized Person will be required to confirm adequate performance, condition, size and location for the continued use of the existing onsite sewerage system. The SDS assessment is to determine location and to ensure that there is no health hazard /risk. The SDS must meet the required vertical and horizontal setbacks.

The site plan must show all the required information as per the Subdivision Report Criteria for Authorized Persons Link: [Subdivision Report Criteria for Authorized Persons](#)

June 30, 2016

Soil treatment and dispersal systems are considered to be the key risk management strategy and the principal method of renovating the treated effluent to meet the primary water quality objectives.

On-site wastewater treatment systems can remove a considerable amount of nutrients, but they are not usually specifically designed to do so. Whether these levels constitute risk factor depends on the density of development (i.e. how many systems are located in the area), proximity of neighbouring wells, groundwater flow volumes, and capacity of the soils to bind/uptake the nutrients.

Long range planning should consider which areas are the most suitable for development including the methods used to service the development. Onsite sewerage systems can be seen as long term infrastructure provided appropriate maintenance practices are in place and lots are of a suitable size to support a replacement field. Interior Health would strongly recommend that the subdivision servicing bylaws address maintenance of existing and future infrastructure.

Interior Health appreciates the intent of the applicant to further agricultural activities on these lands. We also understand that the intent is not to increase the potential onsite sewerage systems within in the area.

Please contact our office if you need any clarification.

Yours Sincerely



Clare Audet
Environmental Health Officer- Healthy Built Environment

CC: Baas, Lex Lex.Baas@interiorhealth.ca

Subdivision of agricultural land reserve

- 21** (1) A person must not subdivide agricultural land unless permitted under this Act.
- (2) An owner of agricultural land may apply to the commission to subdivide agricultural land.

Covenants

- 22** (1) The commission may enter into a covenant under the *Land Title Act* with an owner of agricultural land.
- (2) A covenant that restricts or prohibits the use of agricultural land for farm purposes has no effect until approved by the commission.

Exceptions

- 23** (1) Restrictions on the use of agricultural land do not apply to land that, on December 21, 1972, was, by separate certificate of title issued under the *Land Registry Act*, R.S.B.C. 1960, c. 208, less than 2 acres in area.
- (2) The restrictions on the use of agricultural land do not apply to land lawfully used for a non-farm use, established and carried on continuously for at least 6 months immediately before December 21, 1972, unless and until
- (a) the use is changed, other than to farm use, without the permission of the commission,
 - (b) an enactment made after December 21, 1972, prohibits the use, or
 - (c) permission for the use granted under an enactment is withdrawn or expires.
- (3) For greater certainty, the exception in subsection (2) applies only to the land that was actually being used for a non-farm use and not to the entire parcel on which that use was being carried on.

Preservation of rights

- 24** Despite sections 2 and 3, if Crown land continued as an agricultural land reserve under this Act has been leased by the government, or sold by agreement for sale by the government and not transferred to the purchaser before December 21, 1972, and on that date was being used for a non-farm use, and not in contravention of the terms of the lease or agreement, that use may continue until termination of the lease or issue of title to the purchaser under the agreement for sale.

Subdivision of agricultural land reserve

- 21** (1) A person must not subdivide agricultural land unless permitted under this Act.
- (2) An owner of agricultural land may apply to the commission to subdivide agricultural land.

Covenants

- 22** (1) The commission may enter into a covenant under the *Land Title Act* with an owner of agricultural land.
- (2) A covenant that restricts or prohibits the use of agricultural land for farm purposes has no effect until approved by the commission.

Exceptions

- 23** (1) Restrictions on the use of agricultural land do not apply to land that, on December 21, 1972, was, by separate certificate of title issued under the *Land Registry Act*, R.S.B.C. 1960, c. 208, less than 2 acres in area.
- (2) The restrictions on the use of agricultural land do not apply to land lawfully used for a non-farm use, established and carried on continuously for at least 6 months immediately before December 21, 1972, unless and until
- (a) the use is changed, other than to farm use, without the permission of the commission,
 - (b) an enactment made after December 21, 1972, prohibits the use, or
 - (c) permission for the use granted under an enactment is withdrawn or expires.
- (3) For greater certainty, the exception in subsection (2) applies only to the land that was actually being used for a non-farm use and not to the entire parcel on which that use was being carried on.

Preservation of rights

- 24** Despite sections 2 and 3, if Crown land continued as an agricultural land reserve under this Act has been leased by the government, or sold by agreement for sale by the government and not transferred to the purchaser before December 21, 1972, and on that date was being used for a non-farm use, and not in contravention of the terms of the lease or agreement, that use may continue until termination of the lease or issue of title to the purchaser under the agreement for sale.

Grand Forks Zoning Bylaw 1606 (excerpt)

SECTION 37 **R-4 (Rural Residential) Zone** cont'd

Height

- (e) No building or structure shall exceed 10 metres (33 ft) in height. This height restriction does not apply to any farm buildings or structures.

Setbacks

- (f) Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
 - (i) 6 metres (20 ft) of a front parcel line;
 - (ii) 3 metres (10 ft) of an interior side parcel line;
 - (iii) 4.6 metres (15 ft) of an exterior side parcel line; or
 - (iv) 6 metres (20 ft) of a rear parcel line.

Accessory Buildings

- (g) The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure. This does not apply to farm buildings or structures;
- (h) No accessory building shall be located closer than 1.5 metres (5 ft) to a rear parcel line and not closer to the front parcel line than the facing wall of the principal building, to which it is accessory.

Lot Area Coverage

- (i) The maximum permitted lot area coverage shall be as follows
(This does not include farm buildings or structures):

Principal building with all accessory buildings and structure 50%

Additional requirements

- (j) ****open fencing with no height or location restrictions is allowed in this zone;*** Bylaw 1679
- (k) The minimum size for a single-family dwelling ***or mobile home*** shall be 75 square metres (800 sq. ft.);
- (l) See Sections 13 to 30A of this bylaw.

Subdivision of agricultural land reserve

- 21** (1) A person must not subdivide agricultural land unless permitted under this Act.
- (2) An owner of agricultural land may apply to the commission to subdivide agricultural land.

Covenants

- 22** (1) The commission may enter into a covenant under the *Land Title Act* with an owner of agricultural land.
- (2) A covenant that restricts or prohibits the use of agricultural land for farm purposes has no effect until approved by the commission.

Exceptions

- 23** (1) Restrictions on the use of agricultural land do not apply to land that, on December 21, 1972, was, by separate certificate of title issued under the *Land Registry Act*, R.S.B.C. 1960, c. 208, less than 2 acres in area.
- (2) The restrictions on the use of agricultural land do not apply to land lawfully used for a non-farm use, established and carried on continuously for at least 6 months immediately before December 21, 1972, unless and until
- (a) the use is changed, other than to farm use, without the permission of the commission,
 - (b) an enactment made after December 21, 1972, prohibits the use, or
 - (c) permission for the use granted under an enactment is withdrawn or expires.
- (3) For greater certainty, the exception in subsection (2) applies only to the land that was actually being used for a non-farm use and not to the entire parcel on which that use was being carried on.

Preservation of rights

- 24** Despite sections 2 and 3, if Crown land continued as an agricultural land reserve under this Act has been leased by the government, or sold by agreement for sale by the government and not transferred to the purchaser before December 21, 1972, and on that date was being used for a non-farm use, and not in contravention of the terms of the lease or agreement, that use may continue until termination of the lease or issue of title to the purchaser under the agreement for sale.

Youth Parliament of British Columbia



Alumni Society

509 – 1383 Marinaside Cr
Vancouver, BC V6Z 2W9

RECEIVED

SEP 26 2016

THE CORPORATION OF
THE CITY OF GRAND FORKS

(604) 604-646-6623
registrar@bcyp.org

8 September 2016

Dear Sir or Madam:

Re: British Columbia Youth Parliament, 88th Parliament

The British Columbia Youth Parliament's 88th Parliament will hold its parliamentary session in Victoria at the Provincial Legislative Chambers from December 27 to 31, 2016. The Youth Parliament is a province-wide non-partisan organization for young people ages 16 to 21. It teaches citizenship skills through participation in the December parliamentary session and in community service activities throughout the year. **Youth Parliament is a one year commitment.**

I invite you to encourage eligible youth from your municipality or region to apply to sit as members of the Youth Parliament. Youth Parliament is non-partisan, and applicants need only be interested in learning more about the parliamentary process and in serving their community.

Each applicant who is accepted to attend as a member of BCYP must pay a **\$310** registration fee. Thanks to fundraising efforts, a portion of the cost of transportation and accommodation is covered for all members. Financial support is available for applicants who cannot meet the expense of the registration fee. Requesting financial assistance will not affect an applicant's chance of being selected as a member. We also provide resources for applicants attempting to secure funding from community sources, including schools and service clubs (see www.bcyp.org/joinus.html).

Members will sit and debate in the Legislative Chambers for five days and will be accommodated for four nights at the Harbour Towers Hotel in Victoria. During that time, participants are supervised by members of the Board of Directors of the Youth Parliament of B.C. Alumni Society and other youth parliament alumni. In addition, transportation to and from Victoria will be provided for all members who require it.

I have enclosed an application form and two copies of a brochure about BCYP. I encourage you to make the application form and brochure available to interested young people and to make copies of the forms as needed. If your municipality sponsors a "youth of the year" award or has a municipal youth council, young people with that sort of initiative and involvement are ideal candidates for our organization. A soft copy of the form is available from our website at www.bcyp.org/joinus.html, along with soft copies of the brochure and a promotional poster.

All applications must be received by October 27, 2016. Applicants will be notified whether they have been selected in early November. If you require more information, please contact me by telephone or e-mail as indicated above, or visit our website at www.bcyp.org.

Yours truly,

Rhonda Vanderfluit
Registrar, Youth Parliament of B.C. Alumni Society

FILE CODE

W4 Y1- BC Alumni Society
Youth Parliament of

PERSONAL STATEMENT

At the Parliamentary Session in Victoria, Members of BCYP participate in parliamentary debating and plan activities and community service for the upcoming year. During the year, Members are responsible for service and fund-raising in the communities, and organize and participate in projects such as Regional Youth Parliaments, fundraising events, community outreach projects, and other service and debating activities.

Please attach a **one-page** personal statement, outlining:

1. Why you would like to be a Member of BCYP;
2. What type of activities you have been, are, or intend to become, involved with in your community;
3. Any activities you have been/are involved with that relate to debate or public speaking;
4. With reference to the preceding paragraphs, how you believe you can personally contribute to BCYP, including its parliamentary debates and other activities.

YOUTH PARLIAMENT EXPERIENCE

Have you attended BCYP before? ☐ Yes ☐ No

If yes, do you wish to become a member of the Alumni Society?

☐ Yes ☐ No ☐ Already on the list

If "Yes" or "Already on the list" above, do you consent to receive e-mail communications from the Alumni Society, which may include requests for donations or other items of a commercial nature? (Note: answering "No" below means you will not receive any e-mails, including the Alumni Society's newsletter *The Speaker*.)

☐ Yes ☐ No

Have you attended a Regional Youth Parliament as a Member or Ambassador?

☐ Yes ☐ No If yes, which one(s)? _____

How did you **first** hear about BCYP? (Please choose one option)

☐ From a teacher ☐ From a group leader ☐ Saw a poster/brochure (where? _____)

☐ Through a Regional Youth Parliament ☐ From a member or alumnus of BCYP or a RYP

(which one? _____)

(name of individual: _____)

☐ Facebook ☐ Other (please specify: _____)

WAIVER

In consideration for acceptance to British Columbia Youth Parliament (BCYP), the undersigned on behalf of the Applicant and all heirs, executors and administrators, waives any and all claims for damages against BCYP and the Youth Parliament of British Columbia Alumni Society, and their directors, officers, and agents for any and all injuries or loss which the Applicant may suffer during, or in connection with any BCYP Session, trip, or any other activity, or transportation to or from Session or any other activity.

Applicant's Signature: _____

If under 19, Signature of Parent or Guardian: _____

Printed Name of Parent or Guardian Signing: _____

(Applicant should sign even if a parent or guardian is also required to sign.)

APPLICATION PROCEDURE

Complete the attached application form and forward it with your personal statement and registration fee to:

Rhonda Vanderluit, Registrar
509 – 1383 Marinaside Cres.
Vancouver, BC V6Z 2W9

e-mail: registrar@bcyp.org

Fax: 604-731-0081

Applications must be **received** by **Thursday, October 27, 2016** by mail, fax, or e-mail attachment.

REGISTRATION FEE

The registration fee for each member is **\$310**. A cheque or money order made payable to the **Youth Parliament of B.C. Alumni Society** must be sent with the application form, or follow a fax or e-mail application as soon as possible (any acceptance is not final until a registration fee is received). Registration fees will be returned to those not accepted. NSF cheques are subject to a \$45 fee.

Further financial support is available. For more information, please contact the Registrar **before** the October 27 application deadline. Requests for financial assistance cannot be considered after applicants have been accepted as members.

CANCELLATION

Accepted members who cancel on or before December 12 will receive a refund of their registration fee minus a \$25 cancellation fee, unless travel tickets have been purchased in which case no refund is issued. No refunds will be issued to any member cancelling after December 12.

THANKS TO OUR SPONSOR

British Columbia Youth Parliament is sponsored by the Youth Parliament of BC Alumni Society, a registered, non-profit organization composed of past members of BCYP.



British Columbia Youth Parliament



Parliamentary Session
December 27 - 31, 2016
Victoria, BC

Information and Application Form

88th Parliament 2016-2017



WHAT IS BCYP?

British Columbia Youth Parliament (BCYP) is a youth organization that recognizes every young person's potential to lead and serve in the community. Since 1924, BCYP has provided a forum for young people to develop skills in leadership, organization, public speaking, and the parliamentary process, and to put these skills into practice through service to youth in their local communities.

BCYP is not affiliated with any political party and is a non-profit organization.

Membership in BCYP begins with attending the Parliamentary Session in Victoria and continues throughout 2017. For detailed information about BCYP's activities, visit our website, www.bcorp.org.

BCYP'S ACTIVITIES

BCYP's year begins with the Parliamentary Session from December 27 – 31, 2016. Members sit in the Legislative Assembly in Victoria and use the parliamentary style of debate to plan educational and service projects, establish BCYP's financial commitments, and amend BCYP's governing legislation.

At Session, Members:

- Meet young people from all over the province;
- Debate Cabinet's legislation which sets out BCYP's activities for 2017;
- Debate current local, national, and international issues;
- Learn about debating and the rules of parliamentary procedure;
- Elect BCYP's Premier, Deputy Speaker, and Leader of the Opposition for the 88th Parliament.

After Session, Members put into action the plans made at Session, which usually include:

- Volunteer service projects in their home communities;
- Regional Youth Parliaments;
- Fundraising events;
- Social activities with other Members.

WHO CAN ATTEND?

Each year 95 youth are "elected" to BCYP as representatives of their communities. Each applicant must be nominated by an organization committed to youth (i.e. a school, community group, club or church). Five members of that group must indicate their support by signing the application form.

To be eligible for membership you must be:

- Age 16 – 21 (inclusive) as of Dec. 31, 2016;
- A resident of British Columbia;
- Nominated by an organization committed to youth;
- Willing and able to participate in BCYP's activities for one year.

Due to the limited number of seats in the Provincial Legislature, only 95 applicants will be selected to become Members.

SESSIONAL ARRANGEMENTS

Accommodations: Accommodation at the Harbour Towers Hotel in Victoria is provided for all Members for the nights of December 27 – 30 (inclusive). Members share rooms, but not beds, with other Members of the same gender.

Transportation: Transportation for Members residing outside the Victoria area is included in the registration fee. Members living in the Interior, North, or North Island will be required to travel on December 26 and January 1.

Meals: Each Member is responsible for the cost of all meals in Victoria. Some dinners will be at assigned restaurants, others free-choice.

PRE-SESSIONAL INFORMATION

The Registrar will notify all applicants by mail as to their acceptance status in mid-November. Accepted Members are provided with an orientation package prior to Session and are invited to attend one of the Pre-Sessional Workshops held in different regions of the province. The details of the workshops will be announced in the acceptance letters.

FOR MORE INFORMATION

Inquiries from applicants, parents and nominating organizations are welcomed. Please contact:

Rhonda Vanderfluit, Registrar
registrar@bcyp.org
604-646-6623

APPLICATION FORM – EIGHTY-SEVENTH PARLIAMENT

NAME: _____ GENDER: _____

CURRENT ADDRESS (including temporary/University residence):

STREET / PO BOX: _____ CITY: _____

POSTAL CODE: _____ TELEPHONE: (____) _____

E-MAIL: _____ CELL PHONE: (____) _____

PERMANENT ADDRESS (i.e. parents) or STREET ADDRESS if different from above:

STREET / PO BOX: _____ CITY: _____

POSTAL CODE: _____ TELEPHONE: (____) _____

TRANSPORTATION TO VICTORIA REQUIRED FROM:

CURRENT/TEMPORARY ADDRESS ☐ PERMANENT ADDRESS ☐ OTHER: _____

BIRTHDATE: (MM/DD/YYYY) _____ SCHOOL/UNIVERSITY: _____

NOMINATING ORGANIZATION: _____

STREET: _____ CITY: _____

POSTAL CODE: _____ TELEPHONE: (____) _____

CONTACT TEACHER / COORDINATOR NAME: _____ E-MAIL: _____

SIGNATURE OF TEACHER / GROUP COORDINATOR: _____

Would you (teacher/coordinator) like to receive a print and e-mail copy of the application package each year?
(please circle) : Yes / No / Already on the list

THE FOLLOWING MEMBERS/STUDENTS of _____ NOMINATE
(NAME OF ORGANIZATION/SCHOOL)

_____, A MEMBER/STUDENT OF OUR ORGANIZATION/SCHOOL TO SIT AS A BCYP MEMBER.

FIVE NOMINATING SIGNATURES REQUIRED: (other members/students of the organization/school)

	NAME	SIGNATURE	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Application form must be **RECEIVED** by October 27, 2016.

British Columbia Youth Parliament (BCYP) is youth taking responsibility and initiative to make a positive impact in their communities. BCYP is a non-profit, non-partisan, parliamentary education and service organization. BCYP is an extraordinarily unique organization — for youth and by youth.

For a full year, 95 members pool their resources, creativity and determination for a common purpose: to advance, better, and improve the lives of the youth of British Columbia. BCYP brings together youth from across the province and unites them to fulfill the motto of “Youth Serving Youth”. The youth of BCYP reach out and make a difference across British Columbia.

Why?

Because they can.

And more importantly, because they care.

For more information on BCYP and its projects visit our website

www.bcyp.org

or contact the Premier

premier@bcyp.org

For registration information contact our Registrar

registrar@bcyp.org

BCYP is unique in that it is not simply a “mock” or model parliament — the legislation members debate translates into real action in the community.



**British Columbia
Youth Parliament**

Youth Serving Youth

for over 65 years

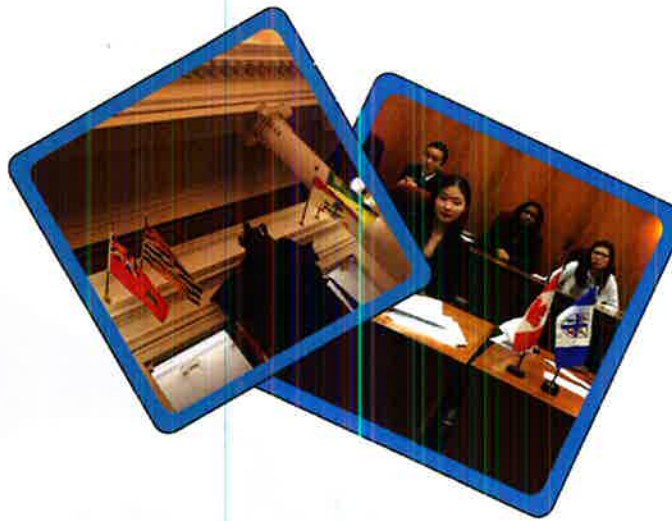
Why We Are a Parliament

British Columbia Youth Parliament began as the TUXIS Older Boys' Parliament in 1924. In 1974, upon the admittance of girls, it became BC Youth Parliament, and 2013 marked its 35th Session.

Every year, between December 27th and 31st, 95 young people from across British Columbia gather at the Legislative Chambers in Victoria for the annual parliamentary session of BC Youth Parliament. Members sit as independents; they do not represent any political party and they vote according to their own consciences. They learn about parliamentary process, debate topics of interest, and plan activities for the coming year.

Proposed activities are presented in the form of government bills. The debate is led by a Cabinet of experienced youth parliamentarians who spend months before preparing to present their plans. First-time members are also able to raise issues through debate on government legislation and by writing and presenting Private Members' Resolutions dealing with issues ranging from local to international in scope.

Once BCYP's bills are passed they must be put into effect. This is where BCYP differs from other youth parliaments in that BCYP is not a "model" or "mock" parliament — the legislation members pass translates directly into positive action in the community.



Regional Youth Parliaments

To increase the number of youth who are able to participate in Youth Parliament activities, BCYP members organize and run Regional Youth Parliaments in various regions of the province. Through these events, BC Youth Parliament furthers its goals of promoting community service, education in the parliamentary process, and training in public speaking and debating.

More local in scope than BCYP, Regional Youth Parliaments hold weekend-long sessions aimed at high school students between the ages of 14 and 18. Members gather to plan their activities for the upcoming year, as well as discussing local, national, and international issues in a parliamentary setting.

Youth Serving Youth

BCYP members plan and participate in group service events organized around the province. Members come together to volunteer with different organizations or special events, or serve to the community in ways of their own devising. They volunteer with summer camps, food banks, charity walks, soup kitchens, community support services, and other service organizations.

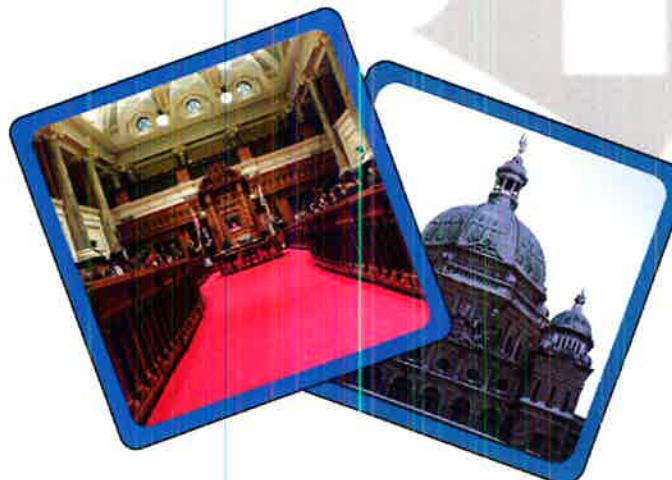
As well, all over British Columbia throughout the year, individual members of BCYP perform solo acts of service to their communities and lend a hand through their involvement with other organizations. Across the province, BCYP members help others in myriad ways, limited only by their imaginations and the will to carry out the projects they envision.



Community Fundraising

Each year BCYP organizes a variety of fundraising events across the province. Members work in groups and in their communities to raise the funds required to run BCYP's projects and cover its operational expenses. They also engage in service-related fundraising, working in groups and individually to raise money for a variety of causes.

Fundraisers range from pledge events and car washes to auctions and carnivals. Members also solicit donations from local businesses and prominent members of their local communities.



REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Chief Financial Officer
Date: October 11, 2016
Subject: 2017 Permissive Tax Exemption Bylaw No. 2033
Recommendation: **RESOLVED THAT COUNCIL give final reading to Bylaw No. 2033 - 2017 Permissive Tax Exemptions**

BACKGROUND:

2017 Annual Tax Exemption Bylaw No. 2033 was presented to the Committee of the Whole on September 6, 2016 for discussion. Council gave first three readings to this bylaw at the September 19, 2016 Regular Meeting of Council. This bylaw must be adopted by Council prior to October 31, 2016 to exempt properties from taxation in 2017.

The bylaw is intended to exempt certain properties used for worship and not-for-profit purposes from taxation in 2017. Authority for this bylaw is given under Section 224 of the Community Charter.

Advertising as required under Section 227 of the Community Charter has been completed on September 28th and October 5th, 2016 in the Grand Forks Gazette.

The bylaw is now presented for final reading.

Benefits or Impacts of the Recommendation:

General: All applicants provide a valuable service to the Community, from Senior's organizations to Preschoolers. Granting tax exemption to these applicants assists the 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 \$35,011. This includes land surrounding places of worship at \$2,278 and non-profits at \$32,733.

Policy/Legislation: Section 224 of the Community Charter

Attachments: 2017 Annual Tax Exemption Bylaw No. 2033
Applications Received for Permissive Tax Exemption

REQUEST FOR DECISION

— REGULAR MEETING —

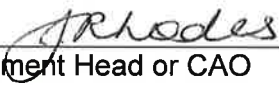



Recommendation:

**RESOLVED THAT COUNCIL give final reading to Bylaw No. 2033 -
2017 Permissive Tax Exemptions**

OPTIONS:

- 1. RESOLVED THAT COUNCIL SUPPORT THE RECOMMENDATION**
- 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
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THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2033

**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, 2017;

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, 2017 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**).
2. Pursuant to Section 224(2)(d) of the Community Charter, there shall be exempt from taxation for the fiscal year ended December 31, 2017 with respect to land and improvements, the following parcel of land:
- Lot 1, District Lot 585, S.D.Y.D., Plan KAP27903, located at **7850 - 2nd Street**, as shown on a sketch hereto marked as Schedule "I" (**Grand Forks Baptist Church**).
3. Pursuant to Section 224(2)(b) of the Community Charter, there shall be exempt from taxation for the fiscal year ended December 31st, 2017 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)**;
 - Lot 1, District Lot 108, Plan EPP 32379 located at **7212 Riverside Drive (Whispers of Hope)**;
4. Pursuant to Section 224(2)(a) of the Community Charter, there shall be exempt from taxation for the fiscal year ended December 31st, 2017 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 Child Care Society)**;
 - 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)**.

5. This bylaw may be cited, for all purposes as the “**2017 Annual Tax Exemption Bylaw No. 2033**”.

INTRODUCED this 6th day of September, 2016

Read a **FIRST** time this 19th day of September, 2016

Read a **SECOND** time this 19th day of September, 2016

Read a **THIRD** time this 19th day of September, 2016

FINALLY ADOPTED this 11th day of October, 2016

Mayor Frank Konrad

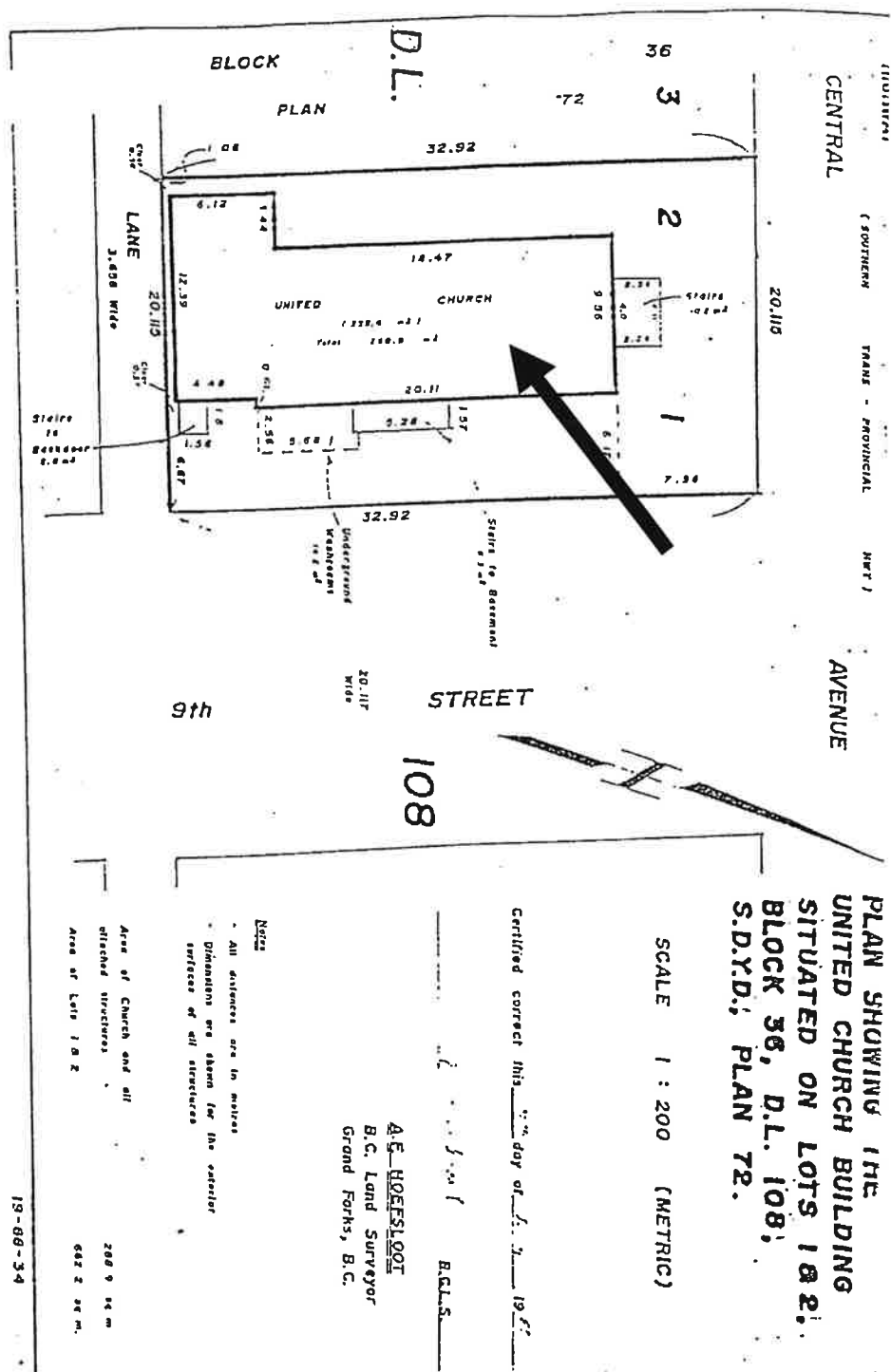
Corporate Officer – Diane Heinrich

C E R T I F I C A T E

I hereby certify the foregoing to be a true copy of Bylaw No. 2033
as adopted on the 11th day of October, 2016

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

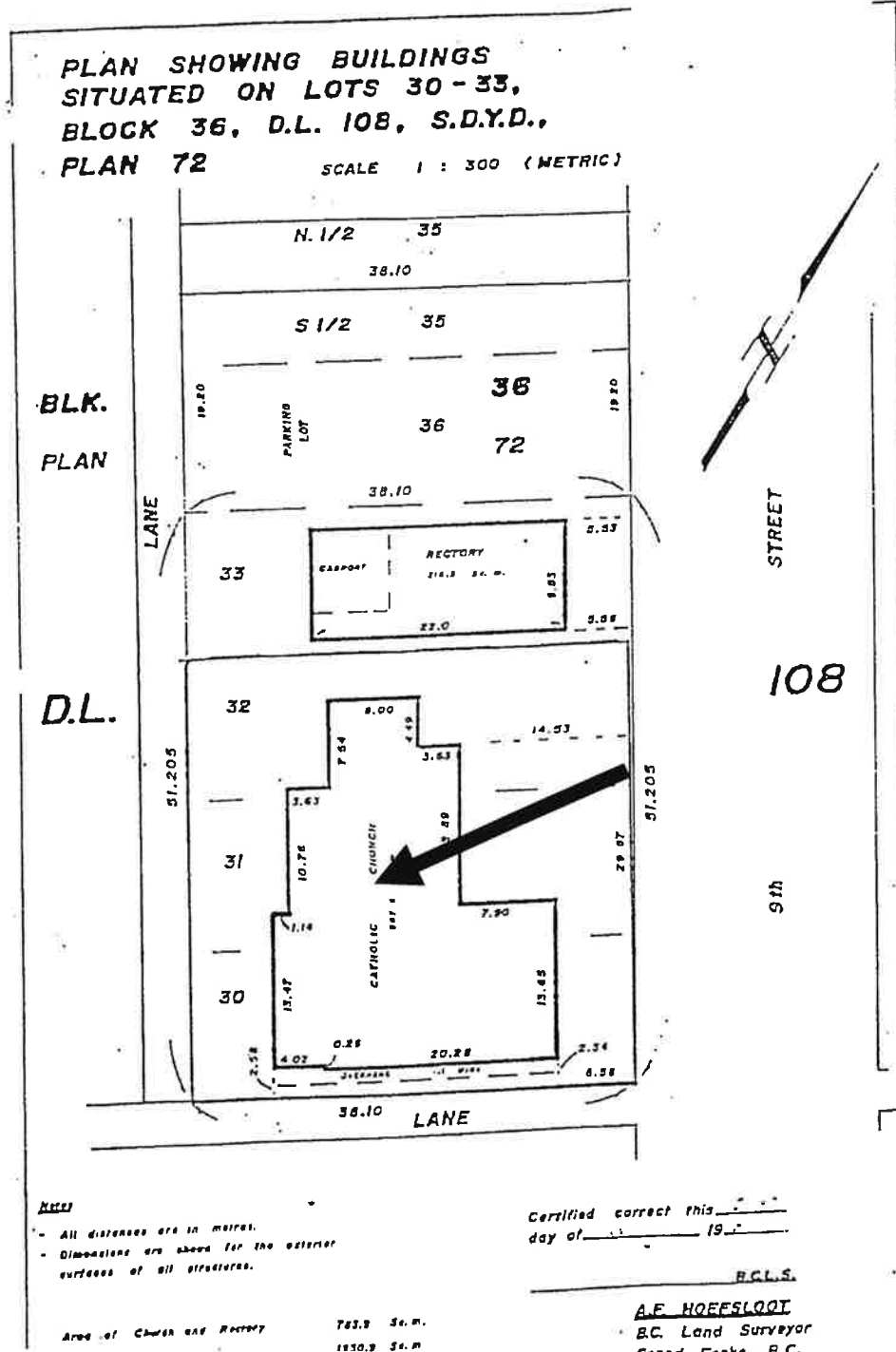
Schedule "A"



PLAN SHOWING LOCATION OF BUILDINGS ON
LOT 1, D.L. 520, S.D.Y.D., PLAN 8853 EXCEPT
PLAN H-17084

SCALE 1 : 400 (MET)

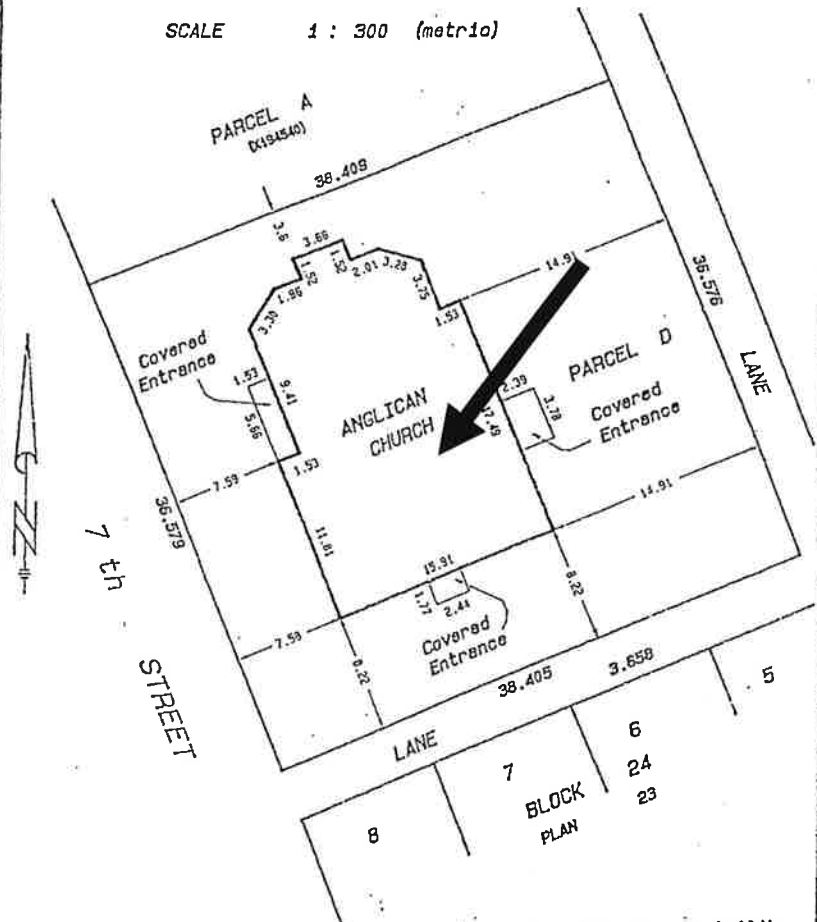




Schedule "D"

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 (metres)



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 2H0 442-5557

© A.F. Hoefsloot, B.C.L.S. 1998

98-19-34

B.C. LAND SURVEYOR'S CERTIFICATE
OF LOCATION OF BUILDING ON LOT 6, D.L. 380,
S.D.Y.D., PLAN KAP56079.

SCALE 1 : 500 (metric)

C. P. R.
PLAN 531 R/W

Mennonite Brethren Church

9

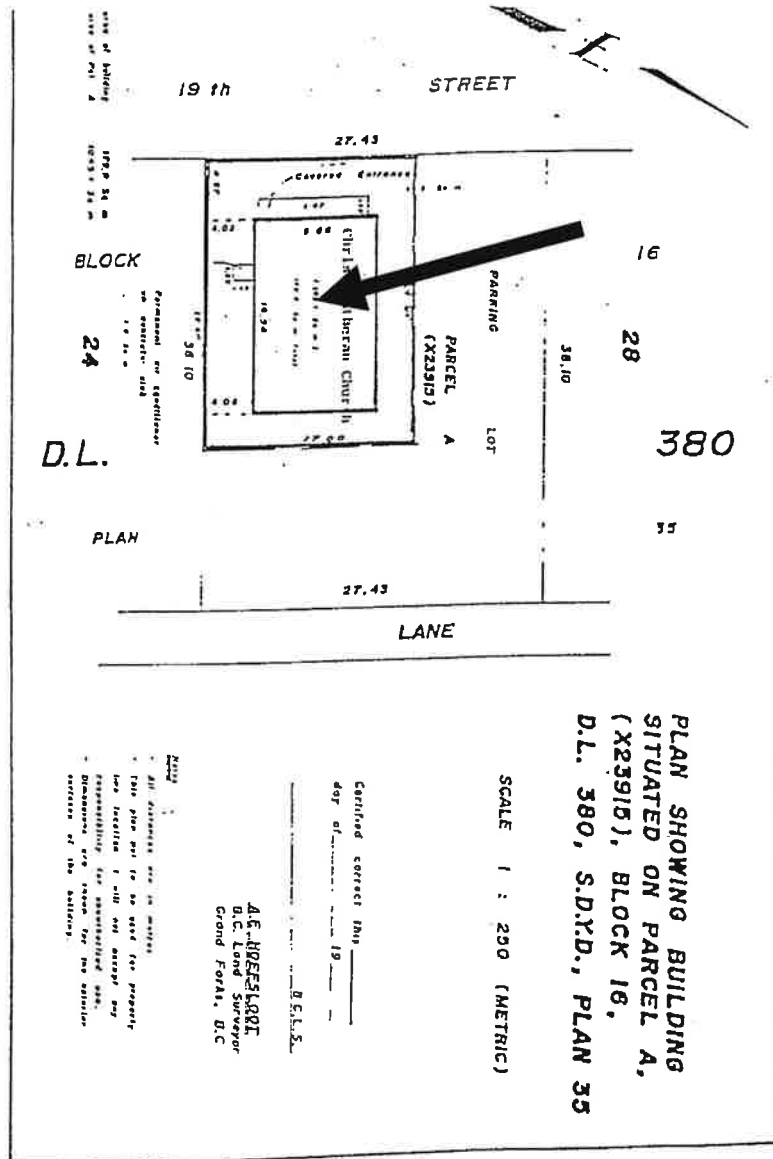
I certify that the building
is located as shown. Dated
this 3rd day of July, 1921.

B.C.L.C.

A. F. HOEFSLOOT
D.C. Land Surveyor, Canada Lands Survey
P.O. Box 2740, Grand Forks, N

Street Address:
7048 Donaldson Drive, Grand Forks, DC

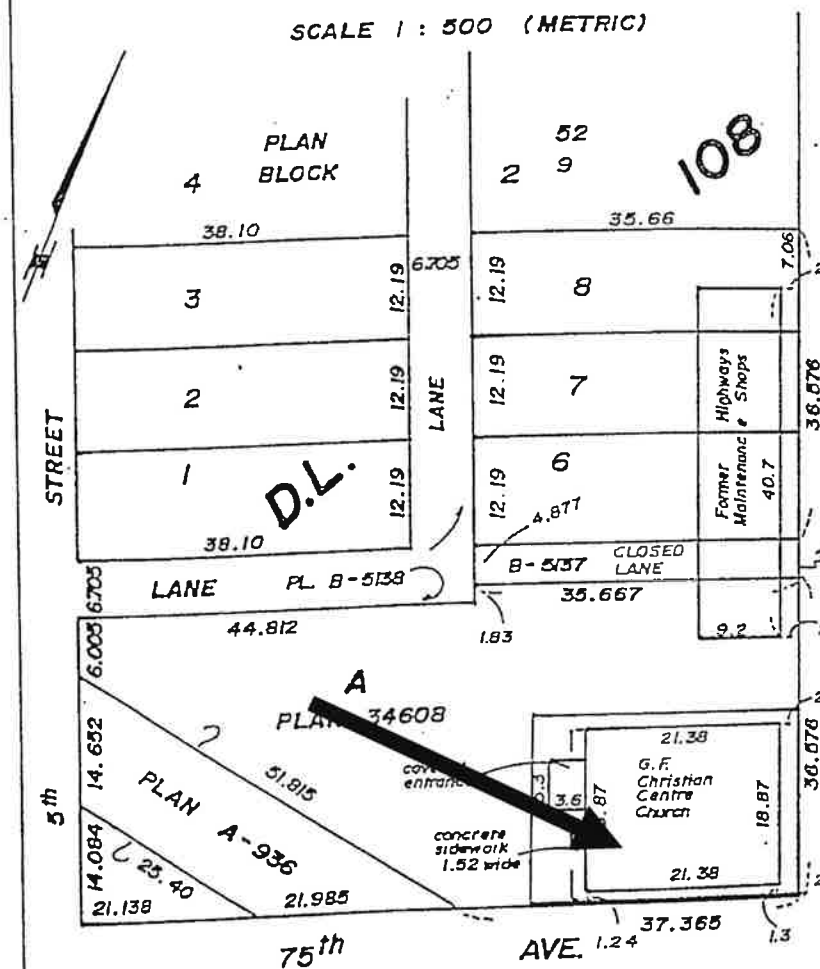
principal
party
except any
red use.
; It



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 23 day of Feb, 1969.

B.C.L.S.

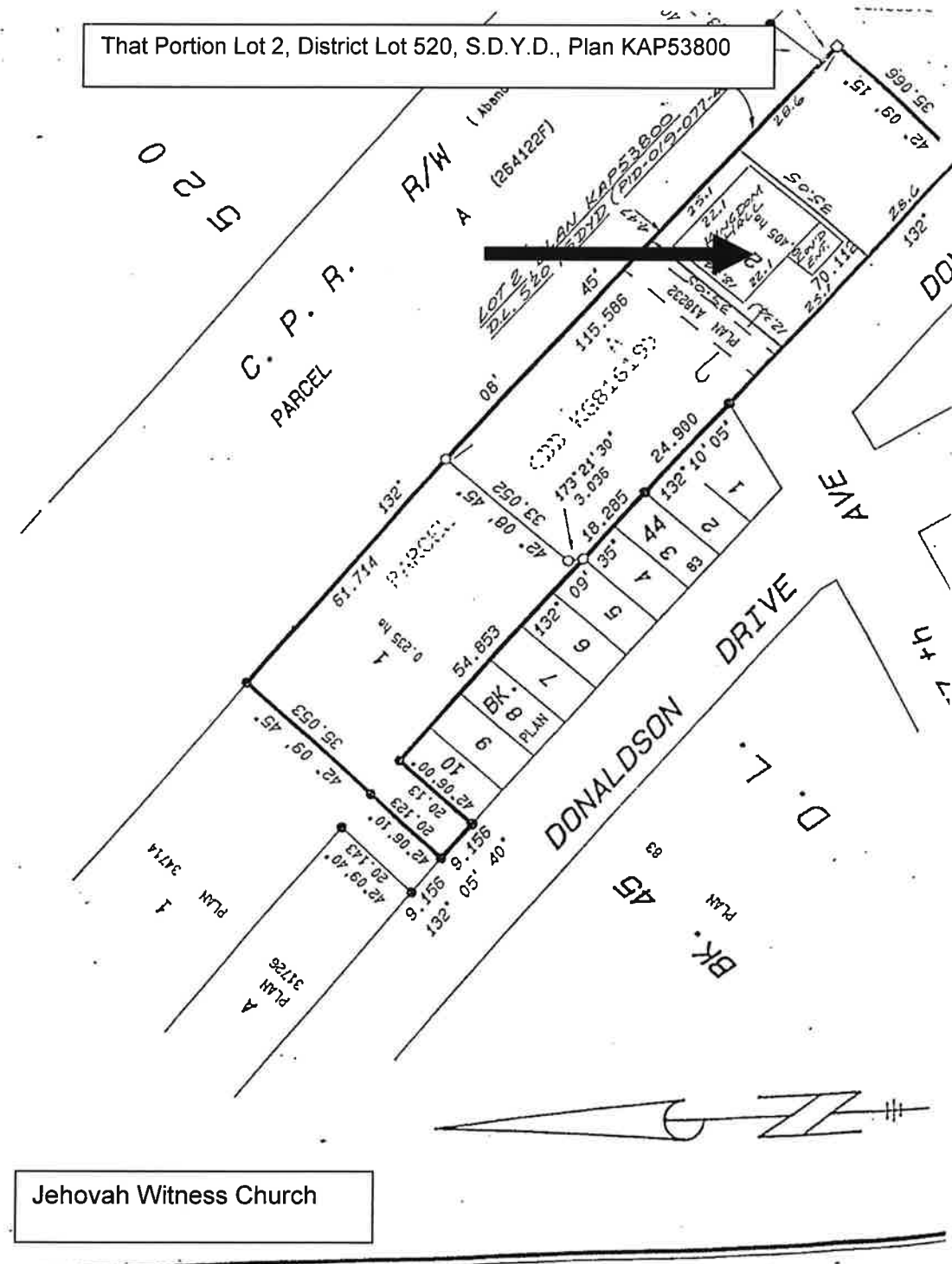
A.F. HOEFSLOOT
B.C. Land Survey
Grand Forks, B.C.

© A.F. Hoetsloot, B.C.L.S. 1989

89-19-

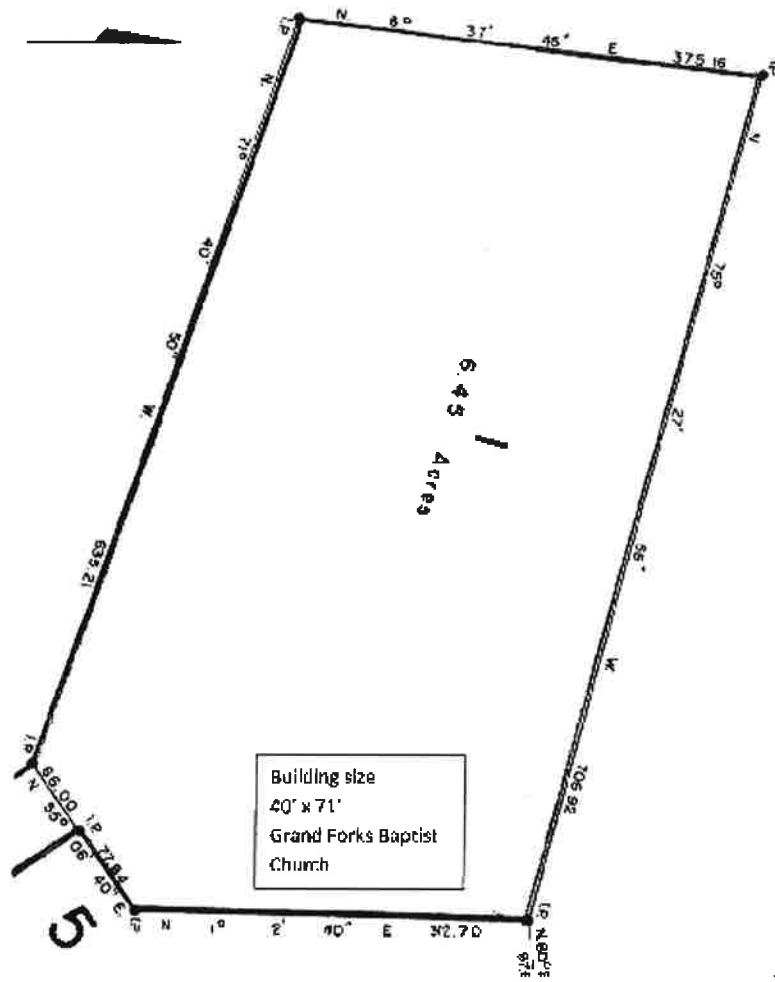
Schedule “H”

That Portion Lot 2, District Lot 520, S.D.Y.D., Plan KAP53800



Schedule "I"

Lot 1, District Lot 595, S.D.Y.D., Plan 27903



RECEIVED

JUL 25 2016

THE CORPORATION OF
THE CITY OF GRAND FORKS

APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by July 31, 2016 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. V0H1H0

Civic Address of the Property(s)

For Which the Exemption is being applied for: 7239 - 2nd STREET

GRAND FORKS B.C.

Legal Description of the Property(s): PARCEL A, PLAN KAP6691

DISTRICT LOT 108

SIMILKAMEEN DIVISION OF YALE LAND DISTRICT

PORTION (DDLA9161)

PID 026-565-781

Contact person: LYNNE HANSEN

Title: PRESIDENT

Telephone Number: 250-442-3343 ^{Bus} Home Email Address: 250-442-0011

Total Budget: FINANCIAL STATEMENT IS ATTACHED

Most Current Financial Statement must be attached to this form.

Other sources of funding: NO OTHER SOURCE OF FUNDING - JUST

WHAT IS EARNED FROM SALES IN THRIFT SHOP.

/cont'd on next page

FILE CODE

G1 - G.F. Auxiliary to
C10 - Boundary Hospital Society
(PT...) APPLIC. for Tax Exempt Status

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.)

- G.F. AUXILIARY BEGAN IN 1946
- THE SOCIETY - a) RAISES FUNDS TO PROVIDE COMFORT + AID TO BOUNDARY HOSPITAL PATIENTS
- THE GFABH - PROVIDES FINANCIAL SUPPORT FOR HEALTH RELATED PROGRAMS IN THE BOUNDARY + WEST KOOTENAY AREA OF INTERIOR HEALTH REGION. THE VOLUNTEER MEMBERSHIP DETERMINES THE AMOUNT ANNUALLY THAT IS TO BE GIVEN TO THE BOUNDARY HOSPITAL + WEST KOOTENAY & TRAIL HOSPITAL.

How does your organization benefit the Community of Grand Forks?

- SEE ATTACHED SHEET. (PRESIDENT'S REPORT for 2016.)



Authorized Signature

GRAND FORKS HOSPITAL AUXILIARY

Presidents report for 2016

The Grand Forks Hospital Auxiliary consists of many very active and willing workers. The membership totals 86 , this includes 16 Life members , and 13 men. We have completed 12,804 hours of volunteer time since January 1/16 to June 1/16

PURCHASES

In May we purchased the following equipment for the Hospital. Total amount \$127,479.00

- | | |
|--------------------|---|
| Emergency dept. | - A BiPap and Ventilator machine |
| | - 12 Lead ECG |
| | - Defibrillator - Lifepak 15 |
| Medical Unit- | - 2 Stryker beds with alarms |
| Hardy View Lodge | - 2 recliner lift chairs |
| | - Starter sensory system |
| | - DVD player and TV wall mount |
| | - National Geographic DVD's |
| Diagnostic Imaging | - Endovaginal Sponge, |
| | - Weight Bearing protective cover 10x12 |
| | - Weight bearing protective cover 14x17 |
| Laboratory | - 12 Lead ECG machine |

DONATIONS

- \$10,000.00 was given to the KBRH Hospital Foundation for the Airborne Isolation Room
- Scholarships in the amount of \$1,500.00 to 4 students who are going to further their education in a medical field
- \$290.00 to the RCMP D.A.R.E program
- \$50,000 - UROLOGY DEPT. (TRAIL REGIONAL HOSPITAL)

Lynne Hansen
President.

GRAND FORKS AUXILIARY TO THE BOUNDARY HOSPITAL SOCIETY

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2015

(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

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, 2015 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 19, 2016

George Savitskoff
PUBLIC ACCOUNTANT

GRAND FORKS AUXILIARY TO THE BOUNDARY HOSPITAL SOCIETY**STATEMENT OF OPERATIONS****FOR THE YEAR ENDED DECEMBER 31, 2015**

(unaudited - see Notice to Reader)

	2015	2014
REVENUE		
Thrift store	\$ 228,916	\$ 212,245
Gift bars	2,335	1,761
Memberships	450	430
Donations	4,576	2,994
Provincial sales tax commissions	454	353
Interest	2,445	2,542
	<u>239,176</u>	<u>220,325</u>
EXPENSES		
Advertising and promotions	1,289	1,267
Amortization	2,538	2,360
Appreciation dinner	1,859	1,958
Conferences and meetings	2,623	1,505
Dues and training	800	1,198
Garbage and janitorial	14,043	13,286
Hospital contributions	144,512	81,016
Insurance	2,870	2,466
Materials and supplies	6,437	5,606
Office	1,983	1,298
Repairs and maintenance	3,867	4,082
Scholarships and donations	58,250	14,250
Telephone and utilities	6,025	6,400
Contributions to capital - major roof repairs	-	35,641
	<u>247,096</u>	<u>172,333</u>
OPERATING SURPLUS (DEFICIT) FOR THE YEAR	\$ (7,920)	\$ 47,992

GRAND FORKS AUXILIARY TO THE BOUNDARY HOSPITAL SOCIETY

STATEMENT OF CHANGES IN NET ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2015

(unaudited - see Notice to Reader)

	2015		2014	
	Investment in Capital Assets	Unrestricted	Total	Total
Balance, beginning of year	\$ 232,957	\$ 411,916	\$ 644,873	\$ 561,240
Add:				
Additions to capital assets	-	-	-	35,641
Operating surplus for the year	-	-	-	47,992
Less:				
Operating deficit for the year	-	(7,920)	(7,920)	-
Amortization	(2,538)	2,538	-	-
BALANCE, END OF YEAR	\$ 230,419	\$ 406,534	\$ 636,953	\$ 644,873

GRAND FORKS AUXILIARY TO THE BOUNDARY HOSPITAL SOCIETY

STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2015

(unaudited - see Notice to Reader)

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash and short term deposits	\$ 411,675	\$ 416,023
PROPERTY AND EQUIPMENT (note 2)	230,419	232,957
	<u>\$ 642,094</u>	<u>\$ 648,980</u>
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	\$ 2,999	\$ 1,910
Provincial sales tax payable	<u>2,142</u>	<u>2,197</u>
	<u>5,141</u>	<u>4,107</u>
NET ASSETS		
INVESTMENT IN CAPITAL ASSETS	230,419	232,957
UNRESTRICTED FUNDS	<u>406,534</u>	<u>411,916</u>
	<u>636,953</u>	<u>644,873</u>
	<u>\$ 642,094</u>	<u>\$ 648,980</u>

APPROVED ON BEHALF OF THE BOARD:

 President

 Treasurer

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2015

(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 2015	Net 2014
Land	\$ 34,182	\$ -	\$ 34,182	\$ 34,182
Building	218,679	23,145	195,534	197,721
Equipment and furnishings	5,364	4,661	703	1,054
Incorporation costs	129	129	-	-
	\$ 258,354	\$ 27,935	\$ 230,419	\$ 232,957

Boundary Lodge Assisted Living
7130 9th street, Grand Forks BC, V0H 1H4
250-443-0006 | 250-443-0015 | bladmin@shaw.ca



The Corporation Of The City Of Grand Forks

TO: Roxanne Shepherd

FROM: Boundary Lodge

FAX: 250-442-8000

PAGES: 3 pages including cover

PHONE 250-442-8266

DATE: 7/26/2016

RE: TAX

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please find attached the completed 2017 tax Exemption for Boundary Lodge Assisted Living.

**Financials to follow, once Received from Kemp, Harvey, Burtch, Kientz.

Thank you

Barbara Klein
Administrator
Boundary Lodge Assisted Living
Grand Forks BC
(250)443-0006 Phone
(250)443-0015 Fax

FILE CODE
BI - Boundary Lodge-
9C10 - Applic. for Tax
(PT000) Exempt status

The Corporation of the City of Grand Forks

APPLICATION FOR TAX EXEMPT STATUS

Note: Applications must be received by **July 31, 2016** 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

VOH 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: 646,073.00

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

* Financials to follow, We are currently waiting for our Paper Copy of our Year End From Kemp, Harvey, Burtch, Kientz. Sarah is away until 1st week of August.
Thankyou.

Boundary Lodge Assisted Living
7130 9th street, Grand Forks BC, V0H 1H4
250-443-0006 | 250-443-0015 | bladmin@shaw.ca



The Corporation Of The City Of Grand Forks

TO: Roxanne Shepherd

FROM: Boundary Lodge

FAX: 250-442-8000

PAGES: 16 pages including cover

PHONE 250-442-8266

DATE: 7/26/2016

RE: TAX

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please find attached the Draft Financials completed by Kemp, Harvey, Burtch, Kientz to add to our Tax exemption application for Boundary Lodge Assisted Living that was emailed to you on July 26th

Thank you

Barbara Klein
Administrator
Boundary Lodge Assisted Living
Grand Forks BC
(250)443-0006 Phone
(250)443-0015 Fax

FILE CODE
B1 - Boundary Lodge
+ C10 - Assisted Living -
(PT.00) Tax Exemption
Additional Documents

GRAND FORKS AND DISTRICT HOUSING SOCIETY
(Operating as Boundary Lodge Assisted Living)
Financial Statements
Year Ended March 31, 2016

DRAFT FOR DISCUSSION PURPOSES ONLY

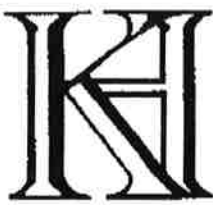
GRAND FORKS AND DISTRICT HOUSING SOCIETY
(Operating as Boundary Lodge Assisted Living)
Index to Financial Statements
Year Ended March 31, 2016

INDEPENDENT AUDITOR'S REPORT

FINANCIAL STATEMENTS

	Page
Statement of Revenues and Expenditures	1 - 2
Statement of Changes in Net Assets	3
Statement of Financial Position	4 - 5
Statement of Cash Flows	6 - 7
Notes to Financial Statements	8 - 11
BC Housing Financial Framework (Schedule I)	11

DRAFT FOR DISCUSSION PURPOSES ONLY



STRENGTH IN NUMBER

KEMP HARVEY BURCH KIENTZ INC.

Chartered Professional Accountants

J.R. (Jim) Burch, FCPA, FCGA
Sylvia Burch, CPA, CGA
Sarah Kientz, BBA(App), CPA, CGA

T: 250.442.2121
kempharvey.com

INDEPENDENT AUDITOR'S REPORT

To the Members of Grand Forks and District Housing Society (Operating as Boundary Lodge Assisted Living)

We have audited the accompanying financial statements of Grand Forks and District Housing Society, (Operating as Boundary Lodge Assisted Living), which comprise the statement of financial position as at March 31, 2016 and the statements of revenues and expenditures, changes in net assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

(continues)

Independent Auditor's Report to the Members of Grand Forks and District Housing Society (continued)

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Grand Forks and District Housing Society, (Operating as Boundary Lodge Assisted Living), as at March 31, 2016 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Report on other Legal and Regulatory Matter

As required by the British Columbia Society Act, we report that, in our opinion, the accounting principles in Canadian accounting standards for not-for-profit organizations have been applied on a basis consistent with that of the preceding year.

Grand Forks, British Columbia
July 27, 2016

CHARTERED PROFESSIONAL ACCOUNTANTS

DRAFT FOR DISCUSSION PURPOSES ONLY

GRAND FORKS AND DISTRICT HOUSING SOCIETY

(Operating as Boundary Lodge Assisted Living)

Statement of Revenues and Expenditures

For the Year Ended March 31, 2016

	Society	Interior Health	BC Housing	Replacement Reserve	2016	2015
REVENUE						
Contract funding, Interior Health	\$ -	\$ 370,228	\$ -	\$ -	\$ 370,228	\$ 373,971
Contract funding, BC Housing	-	-	29,213	-	29,213	23,296
Extraordinary payment, BC Housing	-	-	-	-	-	9,996
Tenants	-	143,190	110,391	-	253,581	271,523
Other individuals	-	12,957	6,300	-	19,257	16,986
Interest and miscellaneous	-	-	9,229	730	9,959	6,436
Donations and grants	-	2,564	-	-	2,564	800
	-	528,939	155,133	730	684,802	703,008
EXPENSES						
Amortization	527	-	-	-	527	921
Audit	-	6,458	3,229	-	9,687	9,637
Bad debts	-	2,567	-	-	2,567	120
Donations	-	2,000	-	-	2,000	2,300
Food costs	-	49,232	-	-	49,232	51,304
General administration	-	12,770	1,544	-	14,314	11,215
Insurance & licenses	-	3,404	570	-	3,974	4,197
Maintenance, buildings	-	-	16,060	-	16,060	11,534
Maintenance, grounds	-	-	25,009	-	25,009	27,811
Meals and entertainment	1,000	3,458	-	-	4,458	3,141
Other supplies	-	943	-	-	943	1,015
Program, Seniors connections	-	8,673	-	-	8,673	7,650
Repairs and maintenance, equipment	-	3,824	-	-	3,824	1,173
Service contracts	-	-	245	-	245	264
Staff development	-	671	-	-	671	1,519
Supplies, laundry and housekeeping	-	8,594	-	-	8,594	9,782
Utilities	-	-	51,960	-	51,960	50,194
Wages, administrative	-	77,373	13,750	-	91,123	59,986
Wages, direct & non-direct care	-	302,285	-	-	302,285	317,525

(continues)

See accompanying notes to financial statements

Page 1

GRAND FORKS AND DISTRICT HOUSING SOCIETY*(Operating as Boundary Lodge Assisted Living)***Statement of Revenues and Expenditures** *(continued)***For the Year Ended March 31, 2016**

	Society	Interior Health	BC Housing	Replacement Reserve	2016	2015
Wages, hospitality & accommodations	-	64,107	-	-	64,107	65,417
	1,527	546,359	112,367	-	660,253	636,705
OPERATING SURPLUS (DEFICIT)	(1,527)	(17,420)	42,766	730	24,549	66,303
RENT SUBSIDY ADJUSTMENT	-	-	1,438	-	1,438	1,839
ACCUMULATED SURPLUS (DEFICIT)	\$ (1,527)	\$ (17,420)	\$ 44,204	\$ 730	\$ 25,987	\$ 68,142

See accompanying notes to financial statements

GRAND FORKS AND DISTRICT HOUSING SOCIETY

(Operating as Boundary Lodge Assisted Living)

Statement of Changes in Net Assets

Year Ended March 31, 2016

	Society	Interior Health	BC Housing	Replacement Reserve	2016	2015
NET ASSETS - BEGINNING OF YEAR						
As previously reported	\$ 1,977	\$ 193,488	\$ 351,557	\$ 73,452	\$ 620,474	\$ 554,171
Change in accounting estimate	-	-	(13,665)	(19,504)	1,839	-
As restated	1,977	193,488	337,892	88,956	622,313	554,171
Operating surplus (deficit)	(1,527)	(17,420)	44,204	730	25,987	68,142
Replacement reserve provision	-	-	(15,000)	15,000	-	-
NET ASSETS - END OF YEAR	\$ 450	\$ 176,068	\$ 367,096	\$ 104,686	\$ 648,300	\$ 622,313

See accompanying notes to financial statements

GRAND FORKS AND DISTRICT HOUSING SOCIETY
(Operating as Boundary Lodge Assisted Living)
Statement of Financial Position
March 31, 2016

	Society	Interior Health	BC Housing	Replacement Reserve	2016	2015
ASSETS						
CURRENT						
Cash	\$ 5,038	\$ 148	\$ 18,512	\$ -	23,698	\$ 98,871
Accounts receivable	-	1,624	1,438	-	3,062	2,695
Inventory	-	4,746	-	-	4,746	4,185
Goods and services tax recoverable	-	-	3,090	-	3,090	3,475
Prepaid expenses	-	2,784	570	-	3,354	3,410
Interfund receivable (payable)	(6,196)	-	4,908	1,288	-	-
	(1,158)	9,302	28,518	1,288	37,950	112,636
TANGIBLE CAPITAL ASSETS (Note 4)	1,607	-	-	-	1,607	2,134
RESTRICTED CASH (Note 5)	-	197,099	352,788	103,399	653,286	548,911
	\$ 449	\$ 206,401	\$ 381,306	\$ 104,687	\$ 692,843	\$ 663,681

See accompanying notes to financial statements

GRAND FORKS AND DISTRICT HOUSING SOCIETY

(Operating as Boundary Lodge Assisted Living)

Statement of Financial Position

March 31, 2016

	Society	Interior Health	BC Housing	Replacement Reserve	2016	2015
LIABILITIES AND NET ASSETS						
CURRENT						
Accounts payable	\$ -	\$ 6,554	\$ 7,143	\$ -	13,697	\$ 16,106
Security deposits	-	-	4,250	-	4,250	4,000
Wages payable	-	12,887	-	-	12,887	8,761
Employee deductions payable	-	10,893	-	-	10,893	9,693
Unearned revenues	-	-	2,817	-	2,817	2,808
	-	30,334	14,210	-	44,544	41,368
NET ASSETS						
Net investment in capital assets	2,134	-	-	-	2,134	2,134
Unrestricted	(1,685)	-	-	-	(1,685)	(157)
Restricted, Interior Health Authority	-	176,067	-	-	176,067	193,488
Restricted, BC Housing	-	-	367,096	-	367,096	337,882
Restricted, Replacement reserve	-	-	-	104,687	104,687	88,966
	449	176,067	367,096	104,687	648,299	622,313
	\$ 449	\$ 206,401	\$ 381,306	\$ 104,687	\$ 692,843	\$ 663,681

CONTINGENT LIABILITY (Note 6)

COMMITMENTS (Note 7)

ON BEHALF OF THE BOARD

Director

Director

See accompanying notes to financial statements

GRAND FORKS AND DISTRICT HOUSING SOCIETY

(Operating as Boundary Lodge Assisted Living)

Statement of Cash Flows

Year Ended March 31, 2016

	Society	Interior Health	BC Housing	Replacement Reserve	2016	2015
OPERATING ACTIVITIES						
Cash receipts from contributions	\$ -	\$ 525,604	\$ 147,752	\$ -	\$ 673,356	\$ 704,034
Cash paid to suppliers and employees	(1,000)	(539,257)	(114,492)	-	(654,748)	(643,708)
Interest received	-	-	9,229	731	9,960	6,436
Goods and services tax	-	-	385	-	385	825
Cash flow from operating activities	(1,000)	(13,653)	42,874	731	28,953	67,587
INVESTING ACTIVITY						
Purchase of capital assets	-	-	-	-	-	(1,890)
Cash flow from (used by) investing activity	-	-	-	-	-	(1,890)
FINANCING ACTIVITIES						
Interfund receivable (payable)	620	240,655	(240,440)	29,166	-	-
Transfers between funds	-	-	(15,000)	15,000	-	-
Deposits received	-	-	250	-	250	(750)
Cash flow from (used by) financing activities	620	210,655	(255,190)	44,166	250	(750)
INCREASE (DECREASE) IN CASH FLOW	(380)	197,002	(212,316)	44,897	29,203	64,947
Cash - beginning of year	5,418	245	583,616	58,502	647,781	582,835
CASH - END OF YEAR	5,038	197,247	371,300	103,399	676,984	647,782

(continues)

See accompanying notes to financial statements

GRAND FORKS AND DISTRICT HOUSING SOCIETY*(Operating as Boundary Lodge Assisted Living)***Statement of Cash Flows (continued)****Year Ended March 31, 2016**

	Society	Interior Health	BC Housing	Replacement Reserve	2016	2015
CASH CONSISTS OF:						
Cash	\$ 5,038	\$ 148	\$ 18,512	\$ -	\$ 23,698	\$ 98,871
Long term investments	-	197,099	352,788	103,399	653,286	548,911
	\$ 5,038	\$ 197,247	\$ 371,300	\$ 103,399	\$ 676,984	\$ 647,782

See accompanying notes to financial statements

GRAND FORKS AND DISTRICT HOUSING SOCIETY

(Operating as Boundary Lodge Assisted Living)

Notes to Financial Statements

March 31, 2016

1. PURPOSE OF THE SOCIETY

Grand Forks and District Housing Society (the "Society") is a not-for-profit organization incorporated under the Societies Act of British Columbia. The Society is a registered charity and is exempt from the payment of income taxes under the Income Tax Act.

The Society operates to provide low cost, specialized housing to seniors. It has one project, "Boundary Lodge Assisted Living", operating in partnership with BC Housing and Interior Health.

2. BASIS OF PRESENTATION

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations (ASNFPPO).

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Fund accounting

Grand Forks and District Housing Society follows the restricted fund method of accounting for contributions.

The Society fund accounts for activities outside of the contracts with Interior Health and BC Housing.

The Interior Health Fund accounts for program delivery and administrative activities relating to Boundary Lodge Assisted Living care activities funded by Interior Health.

The BC Housing Fund accounts for facility operations, maintenance and administrative activities relating to the BC Housing operating agreement for the Boundary Lodge Assisted Living facility.

The Replacement Reserve Fund accounts for assets, liabilities and expenditures related to assets under the BC Housing operating agreement.

Revenue recognition

Restricted contributions unrelated to the Interior Health or BC Housing contracts are recognized as revenue of the Society Fund in the year in which the related expenses are incurred. All other restricted contributions are recognized as revenue of the appropriate restricted fund.

Unrestricted contributions are recognized as revenue of the Society Fund in the year received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Payments received in advance, are recorded as unearned revenues until services are provided.

Contributions received for the Replacement Reserve Fund are reported as contributions in the BC Housing fund and as interfund transfers to the Replacement Reserve Fund.

Interest income earned is recognized as revenue of the appropriate restricted fund when earned, or in the case of non-redeemable term deposits, when received.

(continues)

GRAND FORKS AND DISTRICT HOUSING SOCIETY
(Operating as Boundary Lodge Assisted Living)
Notes to Financial Statements
March 31, 2016

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Measurement uncertainty

The preparation of financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

Inventory

Inventory of food and kitchen supplies is valued at the lower of cost and net realizable value with the cost being determined on a first-in, first-out basis and specific item basis, or net realizable value.

Tangible capital assets

Tangible capital assets are stated at cost or deemed cost less accumulated amortization. Tangible capital assets are amortized over their estimated useful lives on a straight-line basis at the following rates and methods:

Kitchen & maintenance equipment	5 years	straight-line method
Computer & office equipment	3 years	straight-line method

The Society regularly reviews its tangible capital assets to eliminate obsolete items. Tangible capital assets acquired during the year but not placed into use are not amortized until they are placed into use.

Contributed services

The operations of the organization depend on both the contribution of time by volunteers and donated materials from various sources. The fair value of donated materials and services cannot be reasonably determined and are therefore not reflected in these financial statements.

4. TANGIBLE CAPITAL ASSETS

	Cost	Accumulated amortization	2016 Net book value	2015 Net book value
Kitchen & maintenance equipment	\$ 3,396	\$ 1,790	\$ 1,606	\$ 1,795
Computer & office equipment	5,617	5,617	-	339
	\$ 9,013	\$ 7,407	\$ 1,606	\$ 2,134

GRAND FORKS AND DISTRICT HOUSING SOCIETY
(Operating as Boundary Lodge Assisted Living)
Notes to Financial Statements
March 31, 2016

5. RESTRICTED CASH

	2016	2015
Savings account, Tenant security deposits	\$ 4,250	4,000
1 year redeemable term, matures August 19, 2016, interest at 0.65%	11,864	11,770
1 year redeemable term, matures August 19, 2016, interest at 0.65%	11,864	11,770
1 year non-redeemable term, matures February 19, 2017, interest at 1.25%	11,977	11,823
18 month non-redeemable term, matures September 3, 2017, interest at 1.15%	54,298	53,098
5 year non-redeemable term, matures March 3, 2021, interest at 1.65%	57,552	55,957
18 month non-redeemable term, matures August 10, 2016, interest at 1.5%	129,757	127,834
18 month non-redeemable term, matures September 3, 2016, interest at 1.5%	55,917	55,087
3 year non-redeemable term, matures July 7, 2017, interest at 1.75%	50,877	50,000
5 year non-redeemable term, matures June 27, 2019, interest at 2.25%	51,128	50,000
5 year non-redeemable term, matures July 7, 2019, interest at 2.25%	60,403	59,070
Savings account, Replacement reserve	103,399	58,502
18 month non-Redeemable term, matures May 16, 2017	50,000	-
	\$ 653,286	\$ 548,911

All accounts and term deposits are held at the Grand Forks Credit Union.

Under the terms of the agreement with BC Housing, the Replacement Reserve account is to be credited in the amount determined by the budget provision per annum plus interest earned. In accordance with the Operating Agreement, these funds along with the accumulated interest are held in a separate account at the Grand Forks Credit Union and is insured by the Credit Union Insurance Corporation. The Replacement Reserve Funds may only be used for capital asset repairs and replacements with the approval of BC Housing.

6. CONTINGENT LIABILITY

BC Housing conducts an annual review of the Financial Statements and may adjust for any operating surplus or deficit, which may result in a reimbursement or a requirement to remit an overpayment. Prior years funding adjustments are recognized by restating the prior year figures. In the current year an underpayment of \$1,438 has been recognized, this figure is subject to review and may change.

7. COMMITMENTS

As at May 08, 2009, the Society entered into a lease agreement for the "Boundary Lodge" facility for the nominal fee of \$1. The lease expires when both parties consent to it, in writing.

GRAND FORKS AND DISTRICT HOUSING SOCIETY

(Operating as Boundary Lodge Assisted Living)

Notes to Financial Statements

March 31, 2016

8. FINANCIAL INSTRUMENTS

The Society is exposed to various risks through its financial instruments and has a comprehensive risk management framework to monitor, evaluate and manage these risks. The following analysis provides information about the Society's risk exposure and concentration as of March 31, 2016.

Credit risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The Society is exposed to credit risk from accounts receivable and investments in term deposits. The credit risk from tenants not paying is not considered to be significant. The term deposits are held at a reputable financial institution and the risk of non-performance is considered to be remote.

Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Society is exposed to this risk mainly in respect of its receipt of funds from provincial government funding and tenant contributions.

Interest rate risk

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. The Society is exposed to interest rate risk primarily through changing interest rates in relation to its term deposits and manages this risk by varying the length of the terms.

9. COMPARATIVE FIGURES

Some of the comparative figures have been reclassified to conform to the current year's presentation.

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

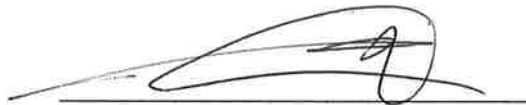
Telephone #'s: (250) 442-3025, (250) 442-3062

Email: grandforksoptical@gmail.com

July 21, 2016

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.

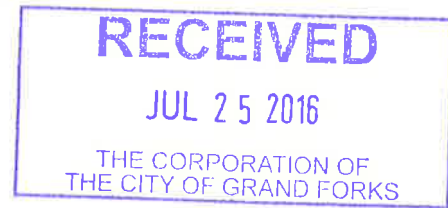
As a fraternity, Masons support programs throughout the world. Locally, our membership dues assist students in post-secondary education. To date, our Lodge has seen over \$20,000 disbursed to students throughout the Kootenay/Boundary area. We continue to financially support the BC Cancer Car program, with over 700,000 patient trips to date. Masons are first and foremost supporters of our communities. Hospitals, local and regional, are provided funds for various purchases of needed equipment through the Shriner's organization, as all Shriners are Masons.



T. Gooderham PM



B. Ortis PM



FILE CODE
G1 - G.F. Masonic
+ C10 - Bldg. Society -
(PT. ...) Applic. for Tax Exempt
Status

Grand Forks Masonic Building Society
Financial Statement as of 30 June 2016

Balance Forward 30 June 2015

1,556.60

Deposits -	1 September - Dance Troup	150.00	
	9 September - New West Trading	75.00	
	9 September - Harmony Lodge	750.00	
	27 October - OES	360.00	
	3 November - Garage Sale	650.00	
	1 Feb '16 - Dividend	1.26	
	19 Feb '16 - OES Ins	150.00	
	10 March '16 - Rent	1,000.00	
	6 June '16 - Rent	500.00	5,192.86

Cheques -	721	Fortis	85.59	
	722	City of Grand Forks	324.41	
	723	Boundary Home Bldg Suppl	1,229.76	
	724	Dave Dale Ins	500.00	
	725	City of G F - Utilities	156.43	
	726	Fortis	53.59	
	727	Dave Dale Ins	500.00	
	728	VOID		
	729	City of GF - Utilities	159.67	
	730	Fortis	160.70	
	731	City of GF - Utilities	162.15	
	732	Fortis	214.62	
	733	Dave Dale Ins	500.00	
	734	City of GF - Utilities	170.25	
	735	Fortis BC	132.94	
	736	City of GF - Parcel Tax	51.61	
		Service Charges	24.50	4,426.72

Balance

766.14

Outstanding Bills - Dave Dale Ins	\$ 1,564.00
City of GF	\$ 170.25
Fortis	26.50

Dave Marshall

A handwritten signature in cursive script that reads "David S Marshall".

Treasurer Masonic
Building Society



The Corporation of the city of Grand Forks

APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by July 31,2016 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: seniorcitizens68@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.

NOTE: I have included financial statements for 2015 and 2016 (Jan. -June 30, 2016). We have an ongoing Grant from New Horizons of \$25,000.00 to do floor repairs and a ventilation system for our kitchen. There is still about \$8,000.00 of the grant money not spent, and we have until March 2017 to complete the work.

/cont'd on next page

FILE CODE
C/O G.F. Seniors'
+ SI - Society Application
(PT...) for Tax Exempt Status

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 on going 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

President

Grand Forks Seniors' Society

Statement of Financial Income and Expense

January 1 through December 8, 2015

	Unclassified	TOTAL
Ordinary Income/Expense		
Income		
41100 · Bank Account	300.00	300.00
41200 · INTEREST, DIVIDENDS		
41210 · Bank Dividends	5.99	5.99
Total 41200 · INTEREST, DIVIDENDS	5.99	5.99
41300 · ACTIVITIES		
41310 · Crib	2,111.00	2,111.00
41315 · Court Whist	36.00	36.00
41320 · Carpet Bowling	334.00	334.00
41330 · Choir	402.00	402.00
41380 · Senior Dances	1,359.00	1,359.00
41390 · Kung Fu	827.00	827.00
Total 41300 · ACTIVITIES	5,069.00	5,069.00
41339 · QUILTERS, TOTAL		
41340 · Quilters / Crafts	554.00	554.00
41350 · Quilt Connection	60.00	60.00
41360 · Quilting - Loose Threads	168.00	168.00
41370 · Modern Quilting	42.00	42.00
Total 41339 · QUILTERS, TOTAL	824.00	824.00
41500 · RENTALS - HALL - SOUND SYS.		
41510 · Hall Rentals	6,150.00	6,150.00
41520 · Rental Security Deposits	1,450.00	1,450.00
41530 · Sound System Rental	150.00	150.00
Total 41500 · RENTALS - HALL - SOUND SYS.	7,750.00	7,750.00
42000 · MEMBERSHIP DUES		
42010 · Membership Dues 2015	2,435.00	2,435.00
42020 · Membership Dues 2016	725.10	725.10
Total 42000 · MEMBERSHIP DUES	3,160.10	3,160.10
43400 · GRANTS, DONATIONS		
43450 · Donations	2,898.10	2,898.10
Total 43400 · GRANTS, DONATIONS	2,898.10	2,898.10
46400 · OTHER TYPES OF INCOME		
46430 · Miscellaneous Revenue	638.00	638.00
Total 46400 · OTHER TYPES OF INCOME	638.00	638.00
Total Income	20,645.19	20,645.19
Gross Profit	20,645.19	20,645.19
Expense		
60900 · Business Expenses		
60910 · Office Supplies	508.52	508.52
60920 · Business Registration Fees	15.00	15.00
62140 · Legal Fees	89.60	89.60
62150 · Outside Contract Services	131.25	131.25
62160 · Advertising & Promotions	33.71	33.71
62170 · Miscellaneous	498.30	498.30
Total 60900 · Business Expenses	1,276.38	1,276.38
62800 · FACILITIES AND EQUIPMENT		
62810 · Hall Renovations & Materials	134.79	134.79
62830 · Repair & Maintenance	280.68	280.68
62850 · Equipment Purchase	722.37	722.37
Total 62800 · FACILITIES AND EQUIPMENT	1,137.84	1,137.84

Grand Forks Seniors' Society
Statement of Financial Income and Expense
January 1 through December 8, 2015

	Unclassified	TOTAL
63000 · JANITORIAL		
63010 · Janitorial Services	3,600.00	3,600.00
63020 · Janitorial Supplies	262.54	262.54
Total 63000 · JANITORIAL	3,862.54	3,862.54
64000 · RENTAL EXPENSE		
64010 · Returned Security Deposit	1,900.00	1,900.00
64030 · Returned Rent	50.00	50.00
Total 64000 · RENTAL EXPENSE	1,950.00	1,950.00
64200 · MEETING / CONVENTION EXPENSE		
64210 · West Kootenay Seniors Assoc.	117.50	117.50
64220 · S.C.A. of BC (Provincial)	950.00	950.00
64230 · KCOSA	100.00	100.00
Total 64200 · MEETING / CONVENTION EXPENSE	1,167.50	1,167.50
65000 · OPERATIONS		
65010 · Bank, Service Charge	5.00	5.00
65020 · Postage, Mailing Service	21.00	21.00
65040 · Supplies-Office	44.76	44.76
65080 · Alarm Protection / Emer. Lights	312.70	312.70
65090 · Membership Cards	1,320.00	1,320.00
65110 · Registrar of BC	65.00	65.00
65150 · Bad Cheques	125.00	125.00
Total 65000 · OPERATIONS	1,893.46	1,893.46
65200 · OTHER TYPES OF EXPENSES		
65220 · Insurance - Building/Liability	2,236.00	2,236.00
65230 · Seniors Thanksgiving Dinner	2,400.00	2,400.00
65260 · Other Costs	15.75	15.75
Total 65200 · OTHER TYPES OF EXPENSES	4,651.75	4,651.75
66000 · UTILITIES / TAXES		
66010 · Telephone, Telecommunications	525.85	525.85
66020 · Natural Gas - Fortis	1,016.17	1,016.17
66030 · Utilities - Elect., Water, Sewer	1,788.38	1,788.38
Total 66000 · UTILITIES / TAXES	3,330.40	3,330.40
69800 · Uncategorized Expenses	38.74	38.74
Total Expense	19,308.61	19,308.61
Net Ordinary Income	1,336.58	1,336.58
Net Income	1,336.58	1,336.58

Grand Forks Seniors' Society

Statement of Financial Income and Expense

January through June 2016

	Unclassified	TOTAL
Ordinary Income/Expense		
Income		
41200 · INTEREST, DIVIDENDS		
41210 · Bank Dividends	3.55	3.55
Total 41200 · INTEREST, DIVIDENDS	3.55	3.55
41300 · ACTIVITIES		
41310 · Crib	1,209.00	1,209.00
41320 · Carpet Bowling	305.00	305.00
41330 · Choir	97.00	97.00
41380 · Senior Dances	652.00	652.00
41390 · Kung Fu	355.00	355.00
Total 41300 · ACTIVITIES	2,618.00	2,618.00
41339 · QUILTERS, TOTAL		
41340 · Quilters / Crafts	253.00	253.00
41350 · Quilt Connection	48.00	48.00
41360 · Quilting - Loose Threads	79.00	79.00
41370 · Modern Quilting	6.00	6.00
Total 41339 · QUILTERS, TOTAL	386.00	386.00
41500 · RENTALS - HALL - SOUND SYS.		
41510 · Hall Rentals	2,650.00	2,650.00
41520 · Rental Security Deposits	1,600.00	1,600.00
Total 41500 · RENTALS - HALL - SOUND SYS.	4,250.00	4,250.00
42000 · MEMBERSHIP DUES		
42010 · Membership Dues 2015	0.10	0.10
42020 · Membership Dues 2016	2,094.90	2,094.90
Total 42000 · MEMBERSHIP DUES	2,095.00	2,095.00
43400 · GRANTS, DONATIONS		
43410 · Grant - New Horizons	25,000.00	25,000.00
43450 · Donations	40.00	40.00
Total 43400 · GRANTS, DONATIONS	25,040.00	25,040.00
46400 · OTHER TYPES OF INCOME		
46430 · Miscellaneous Revenue	65.00	65.00
46432 · Coffee Fund	96.00	96.00
Total 46400 · OTHER TYPES OF INCOME	161.00	161.00
Total Income	34,553.55	34,553.55
Gross Profit	34,553.55	34,553.55
Expense		
60900 · Business Expenses		
60920 · Business Registration Fees	125.00	125.00
62140 · Legal Fees	235.20	235.20
Total 60900 · Business Expenses	360.20	360.20
62800 · FACILITIES AND EQUIPMENT		
62810 · Hall Renovations & Materials	16,904.72	16,904.72
62830 · Repair & Maintenance	403.77	403.77
62880 · Electrical	149.00	149.00
Total 62800 · FACILITIES AND EQUIPMENT	17,457.49	17,457.49
63000 · JANITORIAL		
63010 · Janitorial Services	1,800.00	1,800.00
63020 · Janitorial Supplies	120.06	120.06
Total 63000 · JANITORIAL	1,920.06	1,920.06

2:47 PM

2016-07-08

Accrual Basis

Grand Forks Seniors' Society
Statement of Financial Income and Expense
January through June 2016

	Unclassified	TOTAL
64000 · RENTAL EXPENSE		
64010 · Returned Security Deposit	1,000.00	1,000.00
Total 64000 · RENTAL EXPENSE	1,000.00	1,000.00
64200 · MEETING / CONVENTION EXPENSE		
64210 · West Kootenay Seniors Assoc.	48.50	48.50
64220 · S.C.A. of BC (Provincial)	516.00	516.00
64230 · KCOSA	50.80	50.80
Total 64200 · MEETING / CONVENTION EXPENSE	615.30	615.30
65000 · OPERATIONS		
65010 · Bank, Service Charge	15.00	15.00
65040 · Supplies-Office	74.04	74.04
Total 65000 · OPERATIONS	89.04	89.04
65200 · OTHER TYPES OF EXPENSES		
65220 · Insurance - Building/Liability	2,347.00	2,347.00
65260 · Other Costs	26.03	26.03
Total 65200 · OTHER TYPES OF EXPENSES	2,373.03	2,373.03
66000 · UTILITIES / TAXES		
66010 · Telephone, Telecommunications	266.02	266.02
66020 · Natural Gas - Fortis	457.71	457.71
66030 · Utilities - Elect., Water, Sewer	880.44	880.44
66040 · Taxes - City	51.61	51.61
Total 66000 · UTILITIES / TAXES	1,655.78	1,655.78
Total Expense	25,470.90	25,470.90
Net Ordinary Income	9,082.65	9,082.65
Net Income	9,082.65	9,082.65

RECEIVED

JUL 21 2016

THE CORPORATION OF
THE CITY OF GRAND FORKS

APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by July 31, 2016 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

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, SDYD
Plan KAP54909

Contact person: Leigh Wilson Jan Lavergne

Title: President Manager

Telephone Number: 250 442-3916 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

FILE CODE

* G1 - G.F. Curling Club -
C/O - Applz. for Tax
(PT...) Exempt Status

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.)

The Club was founded in 1909 and has been in the present location since 1978. In 1985 the facility ownership was transferred to the RDKB. The Club continues to maintain and operate the facility. The upstairs lounge is a well used community asset. It is our goal to continue providing a clean, modern and safe facility for our region.

How does your organization benefit the Community of Grand Forks?

The Club provides curling related events throughout the winter months encouraging a healthier life style, training and coaching as well as social camaraderie. Our membership ages range from 8yrs to 80 and beyond.

 , President
Authorized Signature

Grand Forks Curling Club

Balance Sheet As at 31/03/2016

ASSET

Current Assets

Cash Float	200.00	
Petty Cash	313.90	
Total Cash		513.90
Bank Chequing Acct.	30,723.26	
Redeemable Savings	13,314.50	
Non-Redeemable Term	20,914.72	
Bond Buster	11,893.17	
Security Term	2,782.32	
Bank Equity Shares	25.00	
Total Bank		79,652.97
American Express Receivable	0.00	
Other Credit Card Receivable	0.00	
Total Credit Card Receivables		0.00
Investments		0.00
Accounts Receivable	77.74	
Allowance for Doubtful Accounts	0.00	
Advances & Loans	0.00	
Total Receivable		77.74
Purchase Prepayments		0.00
Prepaid Expenses		1,625.50
Total Current Assets		81,870.11

Inventory Assets

Inventory Bar	2,118.37	
Inventory Rock Shop	2,186.95	
Inventory Prizes	821.24	
Total Inventory Assets		5,126.56

Capital Assets

Leasehold Improvements		0.00
Office Furniture & Equipment	0.00	
Accum. Amort. -Furn. & Equip.	0.00	
Net - Furniture & Equipment		0.00
Vehicle	0.00	
Accum. Amort. -Vehicle	0.00	
Net - Vehicle		0.00
Building	0.00	
Accum. Amort. -Building	0.00	
Net - Building		0.00
Land		0.00
Total Capital Assets		0.00

Other Non-Current Assets

Computer Software		0.00
Goodwill		0.00
Incorporation Cost		0.00
Total Other Non-Current Ass...		0.00

Grand Forks Curling Club

Balance Sheet As at 31/03/2016

TOTAL ASSET 86,996.67

LIABILITY

Current Liabilities

Accounts Payable		592.01
Import Duty Clearing		0.00
Bank Loan - Current Portion		0.00
Bank Advances		0.00
Visa Payable	0.00	
MasterCard Payable	0.00	
American Express Payable	0.00	
Other Credit Card Payable	0.00	
Total Credit Card Payables		0.00
Corporate Taxes payable		0.00
Vacation payable		0.00
EI Payable	0.00	
CPP Payable	0.00	
Federal Income Tax Payable	0.00	
Total Receiver General		0.00
WCB Payable		0.00
User-Defined Expense 1 Payable		0.00
User-Defined Expense 2 Payable		0.00
User-Defined Expense 3 Payable		0.00
User-Defined Expense 4 Payable		0.00
User-Defined Expense 5 Payable		0.00
Deduction 1 Payable		0.00
Deduction 2 Payable		0.00
Deduction 3 Payable		0.00
Deduction 4 Payable		0.00
Deduction 5 Payable		0.00
PST Payable		1,602.03
GST/HST Charged on Sales	742.75	
GST/HST Charged on Sales - inv	2.50	
GST/HST Paid on Purchases	-848.73	
GST/HST Payroll Deductions	0.00	
GST/HST Adjustments	0.00	
ITC Adjustments	0.00	
GST/HST Owning (Refund)		-103.48
Prepaid Sales/Deposits		0.00
Total Current Liabilities		2,090.56

Long Term Liabilities

Bank Loans		0.00
Mortgage Payable		0.00
Loans from Owners		0.00
Total Long Term Liabilities		0.00

TOTAL LIABILITY 2,090.56

EQUITY

Grand Forks Curling Club

Balance Sheet As at 31/03/2016

Owners Equity	
Owners Contribution	0.00
Owners Withdrawals	0.00
Retained Earnings - Previous Y...	89,881.39
Current Earnings	-4,975.28
Total Owners Equity	<u>84,906.11</u>
TOTAL EQUITY	<u>84,906.11</u>
LIABILITIES AND EQUITY	<u><u>86,996.67</u></u>

APPLICATION FOR TAX EXEMPT STATUS FOR 2016

Note: Application must be received by July 31st 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
Email: goodh@telus.net

Total Budget: \$135,200

Most Current Financial Statement must be attached to this form.

Other sources of funding:

The residents of PHOENIX MANOR provide all of our income through their monthly rents. We originally budgeted for 80% occupancy. Currently our break-even is about 85% 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, some routine maintenance, improvements and social activities. The Officers and Directors of PHOENIX MANOR SOCIETY are all volunteers and receive no remuneration.




Handwritten notes:
P1 Phoenix Manor
+ CIO - Society - Tax Exempt
(PT-...) status Apply

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 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right, positioned above a solid horizontal line.

Gordon H. Nichols
Vice-Chairman

PHOENIX MANOR SOCIETY
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2015

STATEMENT A

	Operating Fund	Capital Asset Fund	Replacement Reserve Fund	Total 2015	Total 2014
REVENUES					
Tenant rent	\$ 133,901	\$ -	\$ -	\$ 133,901	\$ 149,110
Insurance proceeds	19,179	-	-	19,179	-
Phoenix Foundation	616	-	-	616	777
Patronage dividend and interest	119	-	333	452	602
Members Dues	35	-	-	35	40
Disposition of capital assets	-	(1,518)	-	(1,518)	126
	<u>153,850</u>	<u>(1,518)</u>	<u>333</u>	<u>152,665</u>	<u>150,655</u>
EXPENDITURES					
Advertising	1,281	-	-	1,281	558
Amortization	-	17,382	-	17,382	17,081
Bookkeeping fees	4,893	-	-	4,893	3,470
Cable	2,766	-	-	2,766	2,766
Dues and fees	398	-	-	398	288
Electricity, water and sewer	4,434	-	-	4,434	6,454
Food	18,976	-	-	18,976	19,810
Heating and hot water	3,178	-	-	3,178	3,366
Insurance	5,682	-	-	5,682	5,694
Mortgage interest	1,314	-	-	1,314	1,919
Office supplies and service charges	524	-	-	524	325
Property taxes	40	-	-	40	40
Repairs and maintenance	14,099	-	-	14,099	8,467
Security	441	-	-	441	251
Service contracts, cleaning and gardening	1,492	-	-	1,492	979
Supplies	684	-	-	684	346
Telephone	2,062	-	-	2,062	1,975
Tenant entertainment	714	-	-	714	649
Travel and training	680	-	-	680	-
Wages and benefits	69,121	-	-	69,121	60,373
	<u>132,779</u>	<u>17,382</u>	<u>-</u>	<u>150,161</u>	<u>134,811</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 21,071	\$ (18,900)	\$ 333	\$ 2,504	\$ 15,844

See accompanying notes to financial statements

PHOENIX MANOR SOCIETY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2015

STATEMENT B

	Operating Fund	Capital Asset Fund	Replacement Reserve Fund (Note 1)	Total 2015	Total 2014
BEGINNING BALANCE	\$ 11,407	\$ 368,890	\$ 55,185	\$ 435,482	\$ 419,638
Excess (deficiency) of revenues over expenditures	21,071	(18,900)	333	2,504	15,844
Interfund transfers					
Capital assets purchased	(6,230)	6,230	-	-	-
Principal payments on mortgage	(14,583)	14,583	-	-	-
Transfer to replacement reserve fund	(9,360)		9,360	-	-
Cash Transfers from Replacement Reserve	<u>4,421</u>	<u></u>	<u>(4,421)</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	\$ 6,726	\$ 370,803	\$ 60,457	\$ 437,986	\$ 435,482

See accompanying notes to financial statements

PHOENIX MANOR SOCIETY
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2015

STATEMENT C

	Operating Fund	Capital Asset Fund	Replacement Reserve Fund	Total 2015	Total 2014
ASSETS					
CURRENT ASSETS					
Cash	\$ 3,080	\$ -	\$ -	\$ 3,080	\$ 12,149
Prepaid expenses	<u>4,457</u>	<u>-</u>	<u>-</u>	<u>4,457</u>	<u>-</u>
	7,537	-	-	7,537	12,149
INVESTMENTS - Note 1	-	-	60,457	60,457	55,185
CAPITAL ASSETS - Notes 2	<u>-</u>	<u>393,846</u>	<u>-</u>	<u>393,846</u>	<u>406,518</u>
	\$ 7,537	\$ 393,846	\$ 60,457	\$ 461,840	\$ 473,852
LIABILITIES					
CURRENT LIABILITIES					
Accounts payable - Note 3	\$ 811	\$ -	\$ -	\$ 811	\$ 742
LONG-TERM DEBT - Note 4	<u>-</u>	<u>23,043</u>	<u>-</u>	<u>23,043</u>	<u>37,628</u>
	811	23,043	-	23,854	38,370
FUND BALANCES					
INVESTMENT IN CAPITAL ASSETS	-	370,803	-	370,803	368,891
UNRESTRICTED	<u>6,726</u>	<u>-</u>	<u>60,457</u>	<u>67,183</u>	<u>66,591</u>
	6,726	370,803	60,457	437,986	435,482
	\$ 7,537	\$ 393,846	\$ 60,457	\$ 461,840	\$ 473,852

APPROVED ON BEHALF OF THE

Jim Burch

_____, Director

See accompanying notes to financial statements

PHOENIX MANOR SOCIETY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015

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.

	2015	2014
Grand Forks District Savings Credit Union		
Business savings account	\$ 28,251	\$ 15,298
One year term with interest at 0.75%, matures March 15, 2016	<u>32,206</u>	<u>39,887</u>
	<u>\$ 60,457</u>	<u>\$ 55,185</u>
The changes in the replacement reserve fund consist of the following:		
Balance, beginning of year	\$ 55,185	\$ 48,624
Add: Transfer from operating fund for the year	9,360	9,360
Interest income	333	330
Less: Transfers to operating fund	<u>(4,421)</u>	<u>(3,129)</u>
	<u>\$ 60,457</u>	<u>\$ 55,185</u>
Capital asset purchases for the year consists of:		
Living room leather chairs	\$ -	\$ 1,785
Kitchen chairs	-	1,546
Kitchen Cabinets	3,860	-
Range and Microwave	1,122	-
Upstairs Foyer TV	150	-
Dryer	393	-
Dishwasher	<u>705</u>	<u>-</u>
	<u>\$ 6,230</u>	<u>\$ 3,331</u>

Note 2 CAPITAL ASSETS

	Cost	Accumulated Amortization	Net Book Value	
			2015	2014
Land	\$ 65,300	\$ -	\$ 65,300	\$ 65,300
Building	553,677	235,435	318,242	330,132
Furniture	11,186	3,411	7,775	8,291
Pavement and sidewalk	<u>6,654</u>	<u>4,125</u>	<u>2,529</u>	<u>2,795</u>
	<u>\$ 636,817</u>	<u>\$ 242,971</u>	<u>\$ 393,846</u>	<u>\$ 406,518</u>

PHOENIX MANOR SOCIETY
December 31, 2015

Notes continued

Note 3 ACCOUNTS PAYABLE

	2015	2014
Payroll deductions payable	\$ <u>811</u>	\$ <u>742</u>
	\$ 811	\$ 742

Note 4 LONG-TERM DEBT

	2015	2014
Grand Forks District Savings Credit Union		
Payable on an interest only bases and repaid in full in January 2016	\$ 23,043	\$ 37,628

RECEIVED

JUN 22 2016

THE CORPORATION OF
THE CITY OF GRAND FORKS

Legion



BRITISH COLUMBIA-YUKON
COMMAND

Br. # 59 The Royal Canadian Legion
7353 6TH street
PO Box 836
Grand Forks, BC
V0H 1H0

250-442-8400
Fax # 250-442-8459

Grand Forks Legion Br 59

21 June, 2016

The Corporation of the city of Grand Forks
Box 220
Grand Forks, BC
V0H 1H0

Dear Sir or Madam

Tax Exemption for 2016

Please find enclosed application for tax exemption which includes:

- a. Our goals and benefits to our community.
- b. Itemized list of our contributions for the years 2011 to 2015.
- c. Branch income statement for the year ending 31 December, 2015.

Could you please give serious consideration to our request for tax exemption.

Yours truly,

John LePage
Secretary

Joe Tatangelo
President

FILE CODE

R5 - Royal Can. Legion
C/O - Tax Exemption
Page 201 of 236

June, 2016

History of The Royal Canadian Legion Br. # 59

Our organization was established in 1926. We are pleased to be celebrating 90 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 other organizations who have requested financial assistance in the province for over 40 years.

We donate to sports organizations (especially youth) and provide funds for equipment, travel expenses, rental fees, uniforms, etc. Our scholarship donations are provided to students for continual educational needs. We are continuing to donate annually to BETHS (Boundary Emergency Transition Housing Society). Other donations are often provided to other areas as required, example being Provincial Seniors sports. We have helped pay for the costs of medals needed for presentation. Warfield BC is another example for junior track and field events. We support when we have the funds to do so. The poppy fund is a separate source of funding provided to veterans and their families when needed.

APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by **August 2nd** at City Hall for consideration for tax exemption in the following year.

Name of applicant: The Royal Canadian Legion Branch # 59

Mailing address: Box 836
Grand Forks, BC V0H 1H0

Civic Address of the Property(s)
For Which the Exemption is being applied for: 7353 6TH Avenue,
Grand Forks, BC

Legal Description of the Property(s): Lots 18, 19, 20
Block 29 DL108 SDYD Plan 21

Contact person: John LePage

Title: Branch Secretary

Telephone Number: 250-442-8400 Email Address: rc/bt 59@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.



John LePage, BRANCH SECRETARY.
Authorized Signature

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 donated all our wheel chairs and walkers to the Canadian Red Cross. 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

The Royal Canadian Legion Branch # 59 Chairitable Donations by Meat
Draws and Bingo Through the Gaming Account for 1998 to 2015

18 YEARS.

1998	\$ 19,388.00
1999	\$ 12,893.00
2000	\$ 23,226.00
2001	\$ 31,604.00
2002	\$ 18,283.00
2003	\$ 17,908.00
2004	\$ 20,222.00
2005	\$ 31,790.00
2006	\$ 25,379.00
2007	\$ 22,739.00
2008	\$ 20,950.00
2009	\$ 20,855.00
2010	\$ 13,205.00
2011	\$ 10,585.00
2012	\$ 11,504.00
2013	\$ 12,500.00
2014	\$20,100.00
2015	\$20,972.00

TOTAL = \$ 354,703

**ROYAL CANADIAN LEGION BR.59 DONATIONS FROM
MEAT DRAW & BINGO ORGANIZATION #110036**

DATE:	RECIPIENT NAME	CHEQUE	PURPOSE	AMOUNT
2011				
JAN. 7	Maylyn Ellis	684	Scholarship	\$ 300.00
Jan.22	Samantha Obrien	687	Scholarship	\$ 250.00
Feb.25	Boundary Museum	695	Display Material	\$ 300.00
Feb.25	Phonix Mt. Racers	696	Equipment	\$ 500.00
Feb.25	Pee Wee Hockey	697	Ice Rental	\$ 500.00
Apr.25	Boundary Baseball	712	Equipment	\$ 500.00
Apr.25	Cancelled	713		
Apr.25	Pipes & Drums	714	Equipment	\$ 500.00
Apr.25	Air Cadets #841	715	Travel expense	\$ 500.00
Apr.25	Piranha Swlm Club	716	Equipment	\$ 500.00
May25	Hospice Society	724	Equipment	\$ 500.00
May25	Bndry Women Res.	725	Suplies	\$ 500.00
Sep.28	Girl Guides	751	Equipment	\$ 500.00
Sep.28	G.F. Fall Fair	752	Trophy Engraving	\$ 35.00
Sep.28	B.M.X. Club	753	Equipment	\$ 500.00
Nov.12	Boys Basketball	763	Equipment	\$ 500.00
Nov.12	Junlor Curlers	764	Ice Rental	\$ 500.00
Nov.12	Boys Soccer Club	765	Equipment	\$ 500.00
Dec.12	Bndry Emer. House	771	Suplies,Room	\$ 500.00
Dec.12	Senlor Games	772	Medals,Equip.	\$ 500.00
Dec.12	B.C. Cancer	773	Research	\$ 500.00
Dec.20	Com. Hamper	776	Toys for Klds	\$ 200.00
Dec.20	G/F. Food Bank	777	Food Supplies	\$ 1000.00
Dec.20	Girls Basketball	778	Equipment	\$ 500.00
Total for 2011			\$10,585.00	

ROYAL CANADIAN LEGION
FORM 35
REV. 1988
PRINTED IN CANADA
RC 442 8400

Royal Canadian Legion Br. 59: Donations from Meat Draw/Bingo 2012

DATE:	RECIPIENT NAME:	CHQ.NO.	PURPOSE:	AMOUNT
FEB.29	G.F. PIPE BAND	792	EQUIPMENT	\$1000.00
FEB.29	PEE WEE HOCKEY	793	RINK RENTAL	\$ 500.00
FEB.29	B.E.T.H. (SHELTER)	794	EQUIPMENT	\$1000.00
FEB.29	G.F.CADETS #841	795	TRAVEL	\$1000.00
FEB.29	BNDRY WOMEN'S	796	EQUIPMENT	\$ 500.00
APR.13	PIRANHA SWIM	807	TRAINING	\$ 500.00
APR.13	YOUTH SOCCER	809	EQUIPMENT	\$ 500.00
APR.13	BMDRY HOSPICE	810	EQUIPMENT	\$ 500.00
APR.13	BMX CLUB	812	TRAINING	\$ 500.00
APR.13	G.F. BASEBALL	813	EQUIPMENT	\$ 500.00
MAY.5.	FIRE RESCUE	818	REPAIRS	\$ 504.00
JUN.30	G.F.FAST PITCH	860	EQUIPMENT	\$ 500.00
JUN.30	SEARCH/RESCUE	861	EQUIPMENT	\$ 500.00
JUN.30	G,F, FALL FAIR	862	RENTAL	\$ 500.00
JUN.30	G.F.GIRL GUIDES	863	TRAVEL	\$ 500.00
SEP.15	MAYA WOLD	881	SCHOLARSHIP	\$ 500.00
SEP.20	G.F. JR.CURLERS	883	RINK RENTAL	\$ 500.00
SEP.20	G.F.FUGURE SKATERS	884	EQUIPMENT	\$ 500.00
OCT.25	PHOENIX MTN RACERS	891	EQUIPMENT	\$ 500.00
DEC.8	G.F.FOOD BANK	900	SUPPLIES	\$1000.00
DEC.8	B.E.T.H.(SHELTER)	901	SUPPLIES	\$ 500.00
DEC.15	GOSPEL CHAPEL	904	HAMPERS	\$ 350.00
TOTAL DONATIONS FOR 2012 =			\$12,854.00	

John Heboze

		Dec. 4-2013 7-Nov-13			
	Request	Royal Canadian Legion Br.59 Box 836	Proposed	Actual	Date
		Donatoins 2013			
		(Y=yes Requested ; C=completed)			
1		Pee Wee Hockey			
2	y-c	G.F.Air Cadets #841 (Dawna Small 2-6890)	1000	1000	6-Nov
3		Bound.Emer.Transition House S. (BETHS)			
4		Women's center			
5	y-c	G.F.Pipes & Drums	1000	1000	18-Jun
6		Piranha Swimmers			
7		Youth Soccer			
8	y-c	G.F.Hospice (Lori 443-2162)(Christine Brooks 2-2162)	500	500	6-Nov
9		Boundary Baseball			
10		Junior Curlers girls (Ken Ludwar 2-5085, c-3-4778)			
11	y-c	Search & Rescue (Lawrence Radford)442-3011	1000	1000	8-Nov
12	y-c	Girl Guides (Marg Wernick 2-3810)	500	500	6-Nov
13	y-y	G.F.Food Bank (Larry Dickerson)(Sonia Cyr)	1000	1000	4-Dec
14		Boy's Basketball (Dennis Thome 2-2722)			
15		BMX Club			
16	y-c	Girl's Senior Basketball	500	500	28-May
17		High School Scholarship - pending	1000	1000	
18	y-c	G.F.fire & Rescue (Barb Charlton 2-0635)	1000	1000	18-Jun
19	y-c	G.F.Fall fair	500	500	27-Jul
20		G.F.Figure Skaters (AllanRegan 2-4051)			
21	y-c	G.F.Fast Pitch girls (Lee-Anna Klassen 2-5502, c-2-7221)	500	500	6-Nov
22	y-c	G.F.Phoenix Racers (office 2-5870; Astrid 2-0028)	500	500	6-Nov
23	y-c	Boundary Museum (Cliff Schuh 2-2895)	500	500	6-Nov
24	y-c	Law Enforcement Torch Run	500	500	30-Sep
25	y-y	Community Xmas Dinner (Paula Wolkosky)	1000	1000	4-Dec
26	y-c	Community Xmas Hamper(Roxanne Smith)	1000	1000	4-Dec
27	y-c	Whispers of Hope (Andre)	500	500	4-Dec
28					
			\$ 12,500	\$ 12,500	

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
4	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		

R.C.L. Gaming Account

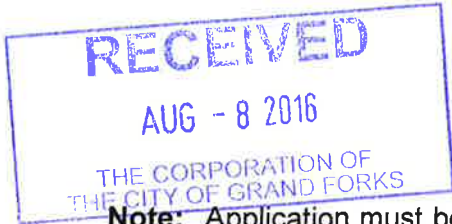
Transactions by Account Report 2015-01-01 to 2015-12-31

Sorted by: Transaction Number

Date	Comment	Source #	Tr...	Debits	Credits	Balance	
5010	Charitable Donations					-	Dr
2015-02-25	Boun Youth So...	chq 111	J26	500.00	-	500.00	Dr
2015-02-25	GF Pipes & Dr...	chq 112	J27	2,000.00	-	2,500.00	Dr
2015-04-24	Whispers of Ho...	chq 133	J77	2,000.00	-	4,500.00	Dr
2015-04-24	Boun Babe Rut...	chq 136	J78	500.00	-	5,000.00	Dr
2015-04-24	Boun Women's...	chq 136	J79	500.00	-	5,500.00	Dr
2015-04-24	Rev J78	Bkkpr	J80	-	500.00	5,000.00	Dr
2015-04-24	Rev J79	Bkkpr	J81	-	500.00	4,500.00	Dr
2015-04-24	Bound Babe R...	chq 134	J82	500.00	-	5,000.00	Dr
2015-04-24	Bound Women'...	chq 136	J83	500.00	-	5,500.00	Dr
2015-04-24	Bound Comm ...	chq 137	J84	2,000.00	-	7,500.00	Dr
2015-06-01	PTSD	chq 146	J114	500.00	-	8,000.00	Dr
2015-06-01	Bound Air Cad...	chq 147	J115	500.00	-	8,500.00	Dr
2015-06-01	Bound Hospice...	chq 148	J116	500.00	-	9,000.00	Dr
2015-06-01	Bound Girl's F...	chq 149	J117	500.00	-	9,500.00	Dr
2015-06-01	GF BMX Club	chq 150	J118	500.00	-	10,000.00	Dr
2015-06-11	CL Fire Dept	chq 153	J122	100.00	-	10,100.00	Dr
2015-06-19	GF Special Oli...	chq 157	J128	500.00	-	10,600.00	Dr
2015-06-19	Vet's Transitio...	chq 160	J131	500.00	-	11,100.00	Dr
2015-06-19	GF Dist Fall Fair	chq 161	J132	500.00	-	11,600.00	Dr
2015-06-19	BFIS	chq 162	J133	500.00	-	12,100.00	Dr
2015-07-02	maxwell Nichol...	chq 167	J148	1,000.00	-	13,100.00	Dr
2015-07-31	May 27	chq 146	J165	-	300.00	12,800.00	Dr
2015-03-18	GF Volleyball ...	chq 117	J189	500.00	-	13,300.00	Dr
2015-03-18	G Hoodikoff Sc...	chq 118	J190	500.00	-	13,800.00	Dr
2015-03-18	GF Girl's bask...	chq 119	J191	500.00	-	14,300.00	Dr
2015-03-18	GF Jr Boy's ba...	chq 120	J192	500.00	-	14,800.00	Dr
2015-03-18	GF Rugby -boy...	chq 121	J193	500.00	-	15,300.00	Dr
2015-03-18	GF Golf boys a...	chq 122	J194	500.00	-	15,800.00	Dr
2015-10-01	GF Seniors So...	chq 185	J215	800.00	-	16,600.00	Dr
2015-10-22	Xmas Hamper ...	chq 189	J224	500.00	-	17,100.00	Dr
2015-10-22	GF Fire & rescue	chq 190	J225	1,000.00	-	18,100.00	Dr
2015-10-22	CL Fire & Resc...	chq 191	J226	1,000.00	-	19,100.00	Dr
2015-11-18	Bound Comm ...	chq 196	J248	500.00	-	19,600.00	Dr
2015-11-18	Whispers of Ho...	chq 197	J249	500.00	-	20,100.00	Dr
2015-11-18	CL Xmas Ham...	chq 198	J250	500.00	-	20,600.00	Dr
2015-12-14	GF Comm Xm...	chq 302	J257	372.00	-	20,972.00	Dr
				22,272.00	1,300.00		

To {Roxanne or
whom it may concern} 😊
My apologies for not
being able to get this
in sooner. Difficult
circumstances create
challenges to overcome
unexpectedly.

Thanking you
in advance for
your kind con-
sideration.
E. Menoff



The Corporation of the City of Grand Forks

APPLICATION FOR TAX EXEMPT STATUS for 2017

Note: Application must be received by July 31, 2016 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 Semenovoff

Title: President

Telephone Number: 250-442-2609 Email Address: elizsemenovoff@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

FILE CODE

G.F. Slavonic Sr.
CIO - Citizens Society - Applic
(PT...) for Tax Exempt Status

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 Sernenoff

Authorized Signature

GF Slavonic Senior Citizens Society

GRAND FORKS Slavonic Senior Citizens Society-Branch No.143
Registration No. S-13290

Financial Statement for the year ending December 31, 2015

REVENUE:

CU Balance January 1, 2015	\$	\$ 1,712.30
Membership Dues/User Fees	120.00	
Use of Centre Donations	330.00	
Food Committee	207.25	
CU Shareholder Dividends	5.87	
Returned Kelowna Funds	286.89	
	\$ 950.01	\$ 950.01
Transfer from Terms		7241.86
Temporary loans from Members		3,677.00
		\$ 13,581.17

EXPENDITURES:

Utilities-City of Grand Forks	\$ 991.31	
Fortis BC	865.72	
Telus	283.20	
Shaw Communications(re: Internet)	741.96	
Insurance on Building	1,367.00	
Snow Removal	30.00	
Luncheon (Annual Christmas-Omega)	110.00	
CU Charges	5.31	
New Horizons for Seniors(2013-2014)	9,131.91	
	\$ 13,526.41	\$ 13,526.41

CU Balance December 31, 2015 \$ 54.76

2015 Revenue <\$ 12,576.40>

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 2017

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.

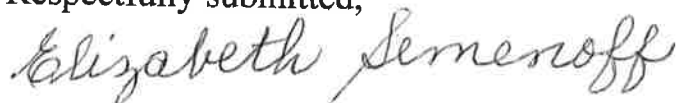
We are most grateful to the Corporation of the City of Grand Forks for a \$1000.00 Grant in Aid (2011) which was used primarily to address safety/maintenance/usability issues (financial statement provided in 2013).

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—~~was~~ 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.

Elizabeth Semenoff, President Grand Forks Slavonic Senior Citizens Society

RECEIVED

JUL 13 2016

THE CORPORATION OF
THE CITY OF GRAND FORKS

APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by July 31, 2016 at City Hall for consideration for tax exemption in the following year.

Name of applicant: Sunshine Valley Child Care Society (Little Respite Centre)

Mailing address: PO BOX 435 GRAND FORKS, BC V0H 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

P/D 007-836-775

PLAN KAP 38294 DISTRICT LOT: 108

LAND DISTRICT 54 SIMILKAMEEN DIV OF YALE LAND DISTRICT

Contact person: Fatima Faria

Title: Executive Director

Telephone Number: 250-442-5314 Email Address: SVCCS@telus.net

Total Budget: \$ 304,312.00

Most Current Financial Statement must be attached to this form.

Other sources of funding: Parent Fees, Community Donations

Ministry of Children & Family Development, Fundraising

/cont'd on next page

FILE CODE

CIO Sunshine Valley Child
SI - Care Society Tax Exempt
(PT 000) Status

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?

Licensed
We are the only group child care centre
from Birth to 12 in the entire Boundary. SVCCS
benefits many families & supports them through childcare,
outreach programs & workshops held at the Little Peoples Centre
We are active with local seniors & connecting children with
other community members



Authorized Signature

SUNSHINE VALLEY CHILD CARE SOCIETY is a non-profit, registered charitable 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 operate 4 programs for children from birth to 12 years old. Infant and Toddler daycare, a Preschool program, a Group daycare for 2 ½ year olds to kindergarten age and a School age program for 6 to 12 year olds. We also offer support services to community members seeking child care and education on child development.

Balance Sheet

As of March 31, 2016

	Mar 31, 16
ASSETS	
Current Assets	
Chequing/Savings	
1000 · CASH & CREDIT UNION	
1001 · CASH ON HAND (actual cash)	71.58
1030 · CU SHARE ACCOUNTS	
1031 · CU-Non-guaranteed equity share (#20147 5)	100.00
Total 1030 · CU SHARE ACCOUNTS	100.00
1069 · CU CHEQUING ACCOUNTS	
1060 · CU- General Chequing (#20147 5)	24,759.03
1062 · CU- Gaming Account (#40691 8)	19,786.04
Total 1069 · CU CHEQUING ACCOUNTS	44,545.07
Total 1000 · CASH & CREDIT UNION	44,716.65
1600 · RESTRICTED CASH	
1041 · CU- Plan 24 Savings (#20147 5)	7,617.53
1042 · CU- Investment Share Savings (#20147 5)	870.78
1045 · Non Redeemable Term (18 month Nonredeemable Term)	10,648.78
Total 1600 · RESTRICTED CASH	19,137.09
Total Chequing/Savings	63,853.74
Accounts Receivable	
1200 · Accounts Receivable	20,841.70
Total Accounts Receivable	20,841.70
Other Current Assets	
1205 · OTHER RECEIVABLES	
1201 · GST/HST 50% Receivable	751.10
Total 1205 · OTHER RECEIVABLES	751.10
1210 · Allowance For Doubtful A/C	(6,124.23)
1499 · Undeposited Funds (Cash clearing)	213.00
Total Other Current Assets	(5,160.13)
Total Current Assets	79,535.31
Fixed Assets	
1450 · Building (net of amortization)	
1460 · Accumulated Depreciation (on Building only)	(77,913.13)
1450 · Building (net of amortization) - Other	237,438.45
Total 1450 · Building (net of amortization)	159,525.32
1500 · Equipment & Furniture (at cost)	
1505 · Accumulated Depr-Equipment	(93,148.73)
1500 · Equipment & Furniture (at cost) - Other	101,894.11
Total 1500 · Equipment & Furniture (at cost)	8,745.38
1550 · Computer Equipment (Computer Equipment)	
1555 · Accumulated Depr-Computer	(2,776.85)
1550 · Computer Equipment (Computer Equipment) - Other	3,547.92
Total 1550 · Computer Equipment (Computer Equipment)	771.07
Total Fixed Assets	169,041.77
TOTAL ASSETS	248,577.08

Balance Sheet

07/13/16

As of March 31, 2016

Accrual Basis

	Mar 31, 16
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2200 · Accounts Payable	1,357.06
Total Accounts Payable	1,357.06
Other Current Liabilities	
2205 · Accrued liabilities	2,283.45
2210 · Boundary Child Care R & R	7,807.91
2291 · WAGES PAYABLE	
2290 · Wages payable	7,750.82
2300 · Vacation Pay Accrued	
2101 · Vacation Pay Paid Out	(4,074.45)
2300 · Vacation Pay Accrued - Other	5,696.62
Total 2300 · Vacation Pay Accrued	1,622.17
2430 · Sick Leave Accrual (estimated)	10,844.60
Total 2291 · WAGES PAYABLE	20,217.59
2301 · EMPLOYEE DEDUCTIONS PAYABLE	
2335 · DUE TO RECEIVER GENERAL	
2310 · Employment Insurance	1,045.22
2320 · CPP Payable	1,853.94
2330 · Income Tax Payable	2,073.38
Total 2335 · DUE TO RECEIVER GENERAL	4,972.54
2420 · BCGEU Union dues payable	738.08
Total 2301 · EMPLOYEE DEDUCTIONS PAYABLE	5,710.62
2401 · EMPLOYEE BENEFITS PAYABLE	
2440 · Medical Services Plan (BC medical)	(226.22)
2470 · WCB Accrual	371.24
Total 2401 · EMPLOYEE BENEFITS PAYABLE	145.02
Total Other Current Liabilities	36,164.59
Total Current Liabilities	37,521.65
Long Term Liabilities	
2690 · DEFERRED CONTRIBUTIONS	
2720 · Sick leave replacement reserves	10,845.00
2730 · Vacation replacement reserve	6,442.00
2750 · Reserve for Building Improvemnet	10,000.00
Total 2690 · DEFERRED CONTRIBUTIONS	27,287.00
Total Long Term Liabilities	27,287.00
Total Liabilities	64,808.65
Equity	
3100 · Investment in capital assets	168,434.04
3560 · Unrestricted net assets	(6,433.99)
3910 · Internally Restrcted Funds (Transfer in/out to internally restricted fun...	12,030.00
Net Income	9,738.38
Total Equity	183,768.43
TOTAL LIABILITIES & EQUITY	248,577.08

Profit & Loss

	Apr '15 - Mar 16
Ordinary Income/Expense	
Income	
4000 · PROGRAM FEES (Fees charged for child care)	
4002 · Daycare Revenue	
4420 · CCOF Program - Daycare	22,100.84
4440 · Subsidies - Daycare	81,644.28
4002 · Daycare Revenue - Other	45,869.65
Total 4002 · Daycare Revenue	149,614.77
4004 · Preschool Revenue	
4422 · CCOF Program - Preschool	1,898.82
4442 · Subsidies - Preschool	2,002.50
4004 · Preschool Revenue - Other	16,804.00
Total 4004 · Preschool Revenue	20,705.32
4006 · Infant Toddler Revenue	
4426 · CCOF Program - Infant Toddler	18,330.00
4443 · Subsidies - Infant Toddler	21,568.43
4006 · Infant Toddler Revenue - Other	48,265.70
Total 4006 · Infant Toddler Revenue	88,164.13
4012 · School Age Program	
4424 · CCF Program - School Age	1,705.20
4444 · Subsidies - School Age	13,149.77
4012 · School Age Program - Other	12,783.40
Total 4012 · School Age Program	27,638.37
4015 · Supported Child Care	39,227.08
4480 · BCGEU (fees to cover wages)	588.64
Total 4000 · PROGRAM FEES (Fees charged for child care)	325,938.31
4400 · FUNDING FOR WAGES	
4411 · BCCRR 10% Admin funding	6,884.99
Total 4400 · FUNDING FOR WAGES	6,884.99
4466 · Gaming Program Grant	38,500.00
4600 · MISCELLANEOUS & INTEREST INCOME	
4425 · Donations & Fundraising Income	80.00
4475 · Yearly Memberships (Yearly Society Memberships)	34.00
4600 · MISCELLANEOUS & INTEREST INCOME - Other	5.00
Total 4600 · MISCELLANEOUS & INTEREST INCOME	119.00
4610 · Returned Cheque Charges	5.00
Total Income	371,447.30
Expense	
5000 · PROGRAM COSTS	
5010 · Advertising & Promo (Programs)	776.70
5011 · Board Meeting Expense	497.75
5020 · Telus - Administration	1,727.86
5025 · Telus - Little People's DC & PS	447.73
5035 · Bank Charges Expense	460.00
5045 · Criminal Record Checks	400.00
5065 · Groceries Expense	652.12
5070 · Insurance, Liability	3,572.00
5078 · Memberships, dues & fees	55.00
5080 · Miscellaneous Expense	1,015.97
5100 · Office Supplies Expense	538.26
5127 · Photocopier Expense	157.91
5140 · Postage Expense	130.70
5145 · Professional Fees - Audit & Leg	1,839.88
5160 · Supplies - General	2,733.67
5165 · Supplies - Daycare & Preschool	1,376.26

10:13 AM

Sunshine Valley Child Care Society

Profit & Loss

07/13/16

Accrual Basis

April 2015 through March 2016

	Apr '15 - Mar 16
5170 · Supplies - Infant Toddler	433.57
5179 · Supplies - School Age Program (Purchases for school age program)	203.77
5180 · Travel Expense	507.65
5190 · Internet & Computer Expense (Telus Internet, Computer professional f...)	1,426.38
5200 · Workshops & staff training	1,129.20
Total 5000 · PROGRAM COSTS	20,082.38
5001 · FACILITY COSTS	
5015 · Fortis BC Gas Expense (LPC)	737.96
5155 · Repairs & Maintenance	10,000.47
5182 · Utilities - Electr,water,sewer	4,564.45
Total 5001 · FACILITY COSTS	15,302.88
5002 · WAGES & BENEFITS	
5300 · Wages, Administration	59,428.98
5302 · Wages, Daycare	87,171.59
5303 · Wages, Infant Toddler	80,382.48
5304 · Wages, Preschool	12,320.00
5308 · Wages, School Age Program	12,448.10
5310 · Wages, Supported Child Care	25,529.77
5320 · Payroll costs, CPP and EI	20,721.20
5324 · WorkSafe BC	1,978.25
5328 · Sick Leave expense (paid out)	6,810.76
5333 · Medical expense	587.25
5390 · Retroactive Pay	3,172.87
5406 · Vacation pay expense	15,767.41
Total 5002 · WAGES & BENEFITS	326,318.66
6570 · Bank Service Charges	5.00
Total Expense	361,708.92
Net Ordinary Income	9,738.38
Net Income	9,738.38

RECEIVED

JUL 14 2016

THE CORPORATION OF
THE CITY OF GRAND FORKS

APPLICATION FOR TAX EXEMPT STATUS

Note: Application must be received by July 31, 2016 at City Hall for consideration for tax exemption in the following year.

Name of applicant: WHISPERS OF HOPE / BETHS SHELTER

Mailing address: PO BOX 1561 GRAND FORKS B.C V0H 1H0

Civic Address of the Property(s)
For Which the Exemption is being applied for: 7212 RIVERSIDE DR.

Legal Description of the Property(s): LOT 1 DISTRICT LOT 108 5040
PLAN RPP32379

Contact person: ANDRE BORUCK

Title: PROGRAM COORDINATOR

Telephone Number: (250) 442-2006 Email Address: andreboruck@hotmail.com

Total Budget: \$140,000 - WHISPERS BETHS - ?

Most Current Financial Statement must be attached to this form. - DONE

Other sources of funding: BC GAMING - BC HOUSING

/cont'd on next page

FILE CODE

C/O Whispers of Hope
W1 + B1 - BETHS Tax Exempt
(PT000) Status Applie

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.)

WHISPERS OF HOPE IS A NON PROFIT ORGANIZATION THAT PROVIDES HOT MEALS TO THOSE IN NEED. WE ALSO PROVIDE CLOTHING AND HOUSEHOLD GOODS TO PEOPLE IN OUR COMMUNITY THAT MAY HAVE SUFFERED LOSS OR DAMAGE TO PERSONAL BELONGINGS - (IE FIRE) WE ALSO PROVIDE A SAFE LOVING ENVIRONMENT FOR THOSE THAT ARE LESS FORTUNATE AND MAY NEED A WARM SPACE OR LISTENING EAR. BETHS PROVIDES EMERGENCY SHELTER TO HELP THOSE THAT NEED TO GET OUT OF THE COLD. WHISPERS HAS OPERATED FOR 20 YRS.

How does your organization benefit the Community of Grand Forks?

SEE ABOVE


Authorized Signature

Whispers of Hope Benevolence Association
Comparative Income Statement

	2014 Actual	2015 Budgeted	New 2016 Budgeted
	01/01/14 to 12/31/14	01/01/15 to 12/31/15	1/1/16-12/31/16
REVENUE			
Sales Revenue			
Phoenix Foundation Grant	1,124.99	1,500.00	2,000.00
Thrift Store	70,159.03	80,330.81	85,000.00
Gaming Grant Revenue	42,000.00	42,000.00	35,000.00
Donations	9,162.20	9,488.31	12,000.00
Summer Student Wages	6,939.45	5,835.38	4,000.00
Net Sales	<u>129,385.67</u>	<u>139,154.50</u>	<u>138,000.00</u>
Other Revenue			
Interest Revenue	59.83	81.27	100.00
PST Commission	0.00	363.30	300.00
Total Other Revenue	<u>59.83</u>	<u>444.57</u>	<u>400.00</u>
TOTAL REVENUE	<u>129,445.50</u>	<u>139,599.07</u>	<u>138,400.00</u>
EXPENSE			
Cost of Goods Sold			
Groceries			
Net Purchases	4,581.93	10,805.39	10,000.00
Total Cost of Goods Sold	<u>4,581.93</u>	<u>10,805.39</u>	<u>10,000.00</u>
Payroll Expenses			
Wages & Salaries	49,226.58	87,706.50	80,450.00
Casual Wages	300.00	112.50	0.00
EI Expense	1,295.59	2,308.50	2,100.00
CPP Expense	1,671.65	3,472.50	3,000.00
WCB Expense	398.64	745.50	700.00
Total Payroll Expense	<u>52,892.46</u>	<u>94,345.50</u>	<u>86,250.00</u>
General & Administrative Expenses			
Accounting & Legal	0.00	2,007.68	2,000.00
Advertising & Promotions	921.43	1,091.69	1,100.00
Bad Debts	0.00	52.50	50.00
Building Expenses			
Business Fees & Licenses	40.00	5,250.00	500.00
Courier & Postage	64.23	55.04	100.00
Credit Card Charges	411.63	475.98	500.00
Amortization Expense	2,265.31	0.00	1,000.00
Education & training	682.75	657.53	500.00
Garbage	1,479.58	1,635.24	2,000.00
Honorarium	0.00	900.00	600.00
Insurance	955.23	1,268.04	1,300.00
Interest & Bank Charges	326.04	543.74	500.00
Internet	172.21	1,372.46	1,000.00
Janitorial	2,933.84	1,278.81	1,500.00
Kitchen Supplies & Small tools	318.53	281.88	3,800.00
Office Supplies	744.36	1,766.85	1,500.00
Motor Vehicle Expenses	0.00	73.22	1,200.00
Rent	809.39	2,250.00	1,500.00
Repair & Maintenance	1,350.23	4,240.23	4,600.00
Telephone	961.77	1,175.12	1,200.00
Thrift store supplies	1,839.60	1,825.52	2,000.00
Travel & Entertainment	24.83	5.75	3,200.00
Utilities	4,623.48	6,240.90	6,500.00
Total General & Admin. Expenses	<u>20,924.44</u>	<u>34,448.18</u>	<u>42,150.00</u>
TOTAL EXPENSE	<u>78,398.83</u>	<u>139,599.07</u>	<u>138,400.00</u>
NET INCOME	<u>51,046.67</u>	<u>0.00</u>	<u>0.00</u>

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REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Manager of Development & Engineering Services

Date: October 11, 2016

Subject: Johnson Flats Wetland Protected Natural Area Dedication

Recommendation: **RESOLVED THAT** Council gives first and second readings of the proposed "Johnson Flats Wetland Nature Park Bylaw, No. 2035, 2016".

Synopsis

- Council previously directed staff to undertake the process for protecting the Johnson Flats Wetland as a Protected Natural Area through Sustainable Community Plan (SCP) and Zoning Bylaw amendments.
- Subsequently, Council directed staff to begin a 5-year update of the SCP which would encapsulate these planning processes.
- Staff were requested to provide options for natural area protection and dedication for high-priority areas in advance of zoning and SCP amendments.
- Options for protecting the lands include statutory covenants and parkland dedications. Parkland dedication bylaws are appropriate for protecting and conserving municipally-owned land, while covenants are generally used for protecting private land
- Dedication of the wetlands by bylaw as a park with the intended use as "ecological reserve" will immediately provide for the protection of these lands and signal Council's intention for their use and preservation.

Background

On May 9, 2016 Council resolved to direct staff to draft the appropriate amendment bylaws to the Sustainable Community Plan Bylaw and the Zoning Bylaw to create the 'Protected Natural Area' zone and proceed with statutory requirements for amending bylaws; to draft an amendment to rezone the property from the current R-4 (Rural Residential) zone to the Protected Natural Area zone; and to prepare referral request packages and initial public outreach for the property described as DL 382, Plan KAP4892B. These amendments were to proceed concurrently.



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REQUEST FOR DECISION

— REGULAR MEETING —



On June 13, 2016, Council directed staff to undertake a 5-year review of the Sustainable Community Plan (SCP). The SCP review is partly intended to amalgamate multiple planning and zoning issues, including developing objectives, policies and land use designations for protected natural areas, rather than having multiple individual amendments.

Staff subsequently identified that three additional and adjacent City-owned parcels are within the wetland area and recommend that the lands with the following legal description be included in the protected area:

1. DL 382, Plan KAP4892B; 19.26 acr
2. PT A, DL 382, Plan KAP1193B, portion PL 22; 1.49 acr
3. DL 382, Plan KAP5814B, portion shown on PL B5814; 1.006 acr
4. DL382, Plan KAP122, pt lying S of PL B4892 E of PL B1711 W of L 13 BLK A PL 123 & N OF L 5 BLK 2 PL 122; 0.586 acr

The parcels are designated as Agricultural / Rural in the SCP (Schedule 'B') and are located within the 200-year floodplain. The zoning of the properties is R-4 (Rural Residential). Protection of the wetlands will **ultimately involve amendments to the SCP land use designation and zoning** as scheduled in the 2017 update of the SCP and 2017/2018 update of the Zoning Bylaw.

Permitted uses for land in the Agricultural Land Reserve

Parks and ecological reserves are permitted uses on Agricultural Land Reserve (ALR) lands. B.C. Reg. 171/2002, *Agricultural Land Reserve Use, Subdivision and Procedure Regulation* S. 3(1) states, "The following land uses are permitted in an agricultural land reserve unless otherwise prohibited by a local government bylaw..."

(f) biodiversity conservation, passive recreation, heritage, wildlife and scenery viewing purposes, as long as the area occupied by any associated buildings and structures does not exceed 100 m² for each parcel;

(g) use of an open land park established by a local government or treaty first nation government for any of the purposes specified in paragraph (f);"



REQUEST FOR DECISION

— REGULAR MEETING —



Definition of Nature Park

Nature Parks are park spaces that are relatively undisturbed and contain a high percentage of native species, providing habitats for a diversity of vegetation and wildlife. They are natural or near natural in character, or are in the process of recovery from human disturbance.

These natural areas may represent or contain fragments of regionally important ecosystems, and they may contain habitat for endangered plant and animal species. They help maintain a diversity of living organisms through the conservation of wild genetic resources.

Compared with cultured or manicured parks, nature parks generally require less routine and intensive management to ensure their sustainability; however, because they are situated within urban areas and are often degraded, they may require ecological restoration or other active management activities.



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REQUEST FOR DECISION

— REGULAR MEETING —



The proposed bylaw requires that the use and development of the properties is that of an **ecological reserve**, defined in the Zoning Bylaw 1606 as:

- Land used or intended to be used for the preservation of the environment or for scientific research and education pertaining to the studies in the inter-relationships between species and the behaviour of unique flora and fauna.

Ecological reserves can occur in any land use zone.

It is also worth noting that the proposed bylaw is a park dedication bylaw and it does not require a public hearing.

Park Dedication vs S. 219 Covenant

Under section 30 of the *Community Charter*, Council may, by bylaw, reserve or dedicate real property owned by the municipality as a park. The adoption of a park dedication must be by an affirmative vote of at least 2/3 of all members of Council.

A park dedication bylaw provides greater protection than a rezoning bylaw because Council can only remove the dedication by bylaw with the approval of the electors.

The *Land Title Act*, s. 219, provides for the registration of covenants in favour of certain bodies (the "covenantees") against lands owned by the covenantor. Section 219 covenants are enforceable against the covenantor and successors in title, and may be positive (requiring specific activities) or negative (preventing certain uses).

Covenants may be used (subsection 219(4)) by the Crown / Crown agency, municipality, land trusts and certain other authorities to, for example, protect, preserve, conserve, maintain, enhance, restore or keep land in a natural or existing state. Section 219 covenants are generally used for achieving **long-term protection on private land**.

Timeline:

Date	Process
October 11, 2016	Bylaw introduction and RFD for first two readings at evening meeting; First two readings at evening meeting
October 18 (tbd)	Open house at City Hall to view kiosk map and draft bylaw
October 24, 2016	Third reading of bylaw
November 7, 2016	Final Reading / Adoption of bylaw







REQUEST FOR DECISION

— REGULAR MEETING —



Strategic Impact:

Policy / Legislative: SCP Objective 6.2.2 directs the City to “Preserve and protect natural areas for environmental, aesthetic, recreational and economic values.” Policy 6.3.4 states, “Protect natural areas within and between developed areas for both their environmental and aesthetic features”.

-  Protection of natural ecosystems such as wetlands sustains ecosystem services that provide economic benefit and reduce risks to infrastructure and have been found to increase property values, which affects tax revenues
-  Parks and protected natural areas provide opportunities for eco-tourism and residential or business development associated with such amenities
-  Protected natural areas provide the opportunity for engagement with the community and collaboration on science, education, stewardship and restoration
-  Amenity values of protected natural areas for residents include nature appreciation, fitness, mental wellness and other passive recreation benefits

Recommendation: RESOLVED THAT Council gives first and second readings of the proposed “Johnson Flats Wetland Nature Park Bylaw, No. 2035, 2016”.

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



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THE CORPORATION OF THE CITY OF GRAND FORKS
BYLAW NO. 2035

A BYLAW TO DEDICATE JOHNSON FLATS WETLAND NATURE PARK

=====

WHEREAS section 30 (1) of the *Community Charter* empowers a municipal council, by bylaw, to reserve or dedicate for a particular municipal or other public purpose real property owned by the municipality;

AND WHEREAS section 8 (3) (b) and 62 of the *Community Charter* empowers a municipal council, by bylaw, to regulate, prohibit, and impose requirements in relation to public places;

AND WHEREAS The Corporation of the City of Grand Forks owns certain lands that it wishes to dedicate as park, and to preserve and protect the unique atmosphere, environment, and ecology of these lands;

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

1. DEFINITIONS

1.1. In this bylaw, unless the context otherwise requires:

“**Ecological Reserve**” means land used or intended to be used for the preservation of the environment or for scientific research and education pertaining to the studies in the inter-relationships between species and the behaviour of unique flora and fauna.

“**Wetland**” is land that is saturated with water long enough to promote wetland or aquatic processes as indicated by poorly drained soils, hydrophytic (water-tolerant) vegetation, and various kinds of biological activity which are adapted to a wet environment.

2. The lands shown outlined in bold on Schedule ‘A’, attached to and forming part of this bylaw, are dedicated as a public park.

3. REGULATIONS

3.1. The use, development and improvement of the said park must be that of an ecological reserve.

3.2. No person shall modify or cause to modify the hydrology, vegetation, or wildlife of the park in a way that diminishes the function of the park as a wetland or an ecological reserve.

4. This bylaw may be cited, for all purposes, as the “**Johnson Flats Wetland Nature Park Bylaw No. 2035, 2016.**”

INTRODUCED this 11th day of October, 2016.

Read a **FIRST** time this ____ day of ____, 2016.

Read a **SECOND** time this ____ day of ____, 2016.

Read a **THIRD** time this ____ day of ____, 2016.

ADOPTED by a 2/3 majority of all members of Council on ____ day of ____, 2016.

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. ____ as passed by the Municipal Council of the City of Grand Forks on the ____ day of ____, 2016.

Clerk of the Municipal Council of
The City of Grand Forks

Schedule 'A'
Areas to be dedicated as
Johnson Flats Wetland
Nature Park

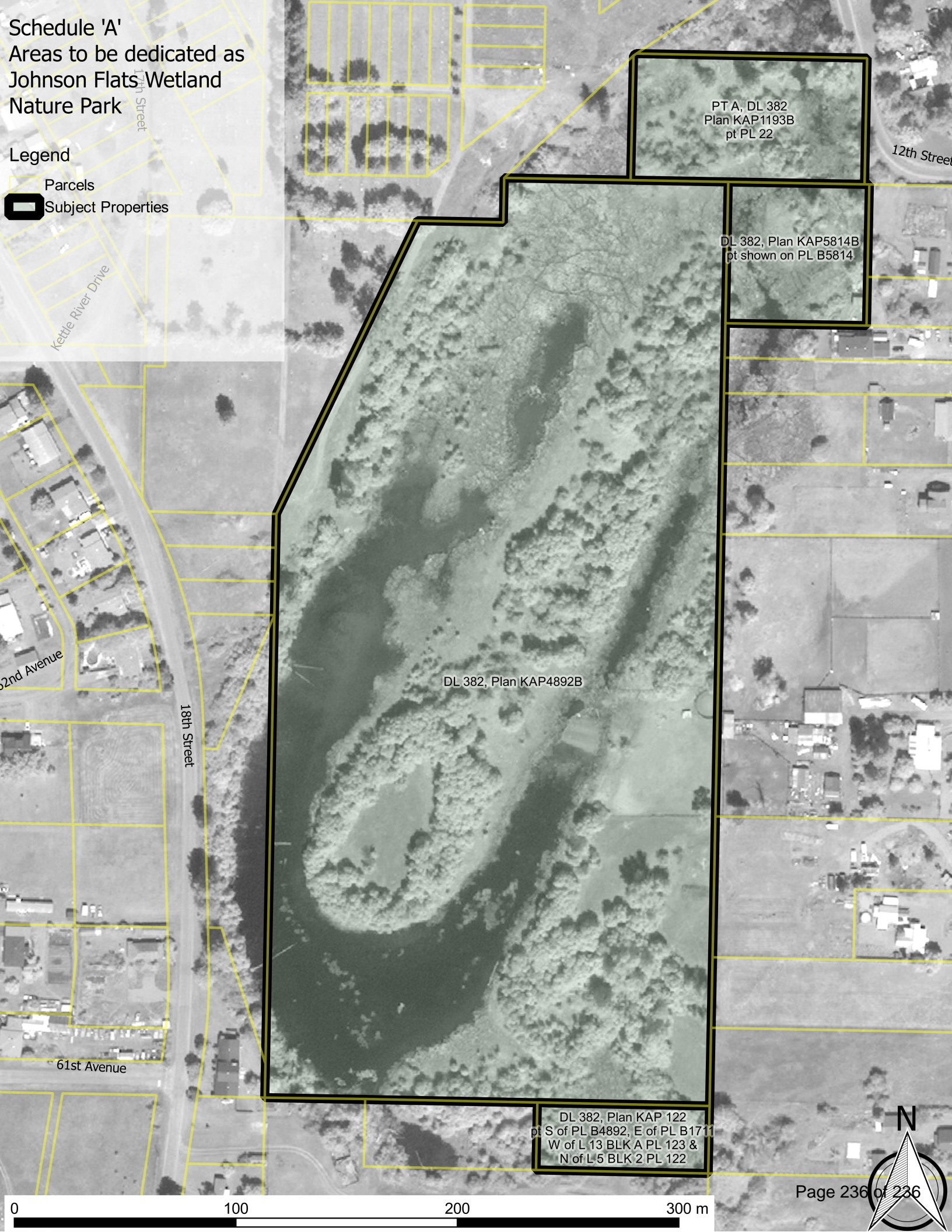
Legend

■

 Parcels

▬

 Subject Properties



PT A, DL 382
Plan KAP1193B
pt PL 22

DL 382, Plan KAP5814B
pt shown on PL B5814

DL 382, Plan KAP4892B

DL 382, Plan KAP 122
pt S of PL B4892, E of PL B1711
W of L 13 BLK A PL 123 &
N of L 5 BLK 2 PL 122