



The Corporation of the City of Grand Forks

Regular Meeting

AGENDA

Meeting #: R-2018-06
Date: Monday, March 26, 2018, 7:00 pm
Location: 7217 - 4th Street, City Hall Council Chambers

Pages

1. CALL TO ORDER

2. ADOPTION OF AGENDA

- a. Adopt agenda
March 26, 2018, Regular Meeting agenda

Recommendation

THAT Council adopts the March 26, 2018, Regular Meeting agenda as presented.

3. MINUTES

- a. Adopt minutes - Special to go In-Camera
March 12, 2018, Special to go In-Camera Meeting minutes

4 - 6

Recommendation

THAT Council adopts the March 12, 2018, Special to go In-Camera Meeting minutes as presented.

- b. Adopt minutes - Regular
March 12, 2018, Regular Meeting minutes

7 - 16

Recommendation

THAT Council adopts the March 12, 2018, Regular Meeting minutes as presented.

4. REGISTERED PETITIONS AND DELEGATIONS

5. UNFINISHED BUSINESS

6. REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL

- a. Written Reports of Council
Corporate Officer's Report

17 - 19

Recommendation

THAT all written reports of Council submitted to the March 26, 2018, Regular Meeting be received.

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

- a. Verbal Report - RDKB Representative
Corporate Officer's Report

20 - 20

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

Read the RDKB agendas here: <https://rdkb.civicweb.net/filepro/documents/314>

Recommendation

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. Sensitive Ecosystem Inventory Implementation in Official Community Plan
Development and Engineering Services

21 - 70

Recommendation

THAT Council directs staff to develop the implementation of the Sensitive Ecosystem Inventory by drafting amendments to the Official Community Plan and associated bylaws.

- b. Grand Forks Art Gallery Revised Lease Agreement
Corporate Services

71 - 140

Recommendation

THAT Council approves the changes made to the pre-existing lease between the Grand Forks Art Gallery Society and the City of Grand Forks as presented.

9. **REQUESTS ARISING FROM CORRESPONDENCE**

10. **INFORMATION ITEMS**

- a. Memo 2018 - Cannabis survey results
Engineering and Development

141 - 144

Recommendation

THAT Council receives the memorandum from Engineering and Development regarding the Cannabis Survey results for discussion purposes.

- b. Ministry of Finance
Letter reply regarding request that local governments share in provincial cannabis taxation revenue

145 - 149

- c. Boundary Museum
2017 budget carried to 2018

150 - 150

- d. UBCM 151 - 153
Provincial response to 2017 resolutions put forward

11. **BYLAWS**

- a. Elections Bylaws First Three Readings 154 - 179
Corporate Services

Recommendation

THAT Council gives the first three readings of the “General Local Government Election Bylaw No. 2042, 2018”;

Recommendation

THAT Council gives the first three readings of the “Automated Voting Machines Authorization Bylaw No. 2043, 2018”.

- b. Final Reading of OCP Bylaw Amendment and Zoning Bylaw replace and repeal 180 - 234
Development and Engineering Services

Recommendation

THAT Council gives final reading to Official Community Plan Bylaw Amendment 1919-A2;

Recommendation

THAT Council gives final reading to Zoning Bylaw 2039;

Recommendation

THAT Council gives final reading to Zoning Bylaw Repeal 1606-R1.

- c. Five Year Financial Plan Bylaw No. 2045 235 - 243
Chief Financial Officer

Recommendation

THAT Council gives first three readings to the Five Year Financial Plan Bylaw 2018-2022, No. 2045.

12. **LATE ITEMS**

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

14. **ADJOURNMENT**



The Corporation of the City of Grand Forks
Special to go In-Camera Meeting of Council
MINUTES

Meeting #: SP-2018-04
Date: Monday, March 12, 2018, 10:00 am
Location: 7217 - 4th Street, City Hall Council Chambers

Present: Mayor Frank Konrad
Councillor Julia Butler
Councillor Chris Hammett (joined the meeting at 11:18 am)
Councillor Neil Krog
Councillor Colleen Ross
Councillor Christine Thompson
Councillor Beverley Tripp

Staff: Diane Heinrich - Chief Administrative Officer / Corporate Officer
Daniel Drexler - Deputy Corporate Officer

GALLERY

1. CALL TO ORDER

Mayor Konrad called the Special To Go In-Camera Meeting to order at 11:15 am.

2. IN-CAMERA RESOLUTION

a. Adopt Resolution as per Section 90

Brief discussion ensued about applicable points to go in-camera and possible release of in-camera information.

Moved by: Thompson

Seconded by: Ross

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;

(c) labour relations or other employee relations;

(d) the security of the property of the municipality;

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(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;

(m) a matter that, under another enactment, is such that the public may be excluded from the meeting;

and Section 90 (2)

(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;

(d) a matter that, under another enactment, is such that the public may be excluded from the meeting;

BE IT FURTHER RESOLVED THAT persons, other than members, officers, or other persons to whom Council may deem necessary to conduct City business, will be excluded from the In-Camera Meeting.

Opposed (1): Butler

Carried

3. LATE ITEMS

4. ADJOURNMENT

The Special to go In-Camera Meeting was adjourned at 11:19 am.

Moved by: Thompson

Seconded by: Krog

THAT the Special to go In-Camera Meeting be adjourned at 11:19 am.

Carried

Mayor Frank Konrad

Deputy Corporate Officer - Daniel
Drexler



The Corporation of the City of Grand Forks
Regular Meeting of Council
MINUTES

Meeting #: R-2018-05
Date: Monday, March 12, 2018, 7:00 pm
Location: 7217 - 4th Street, City Hall Council Chambers

Present: Mayor Frank Konrad
Councillor Julia Butler
Councillor Chris Hammett
Councillor Neil Krog
Councillor Colleen Ross (joined the meeting at 7:09 pm)
Councillor Christine Thompson
Councillor Beverley Tripp

Staff: Diane Heinrich - Chief Administrative Officer / Corporate Officer
Daniel Drexler - Deputy Corporate Officer
Dolores Sheets - Manager of Development & Engineering Services
Cavan Gates - Deputy Manager of Operations & Sustainability
Graham Watt - Senior Planner

GALLERY

1. CALL TO ORDER

Mayor Konrad called the Regular Meeting to order at 7:01 pm.

2. ADOPTION OF AGENDA

a. Adopt agenda

March 12, 2018, Regular Meeting agenda

Late Item 12.a. "Solar Now Project" to be added to the agenda.

Resolution #: R072/18/03/12

Moved by: Thompson

Seconded by: Krog

THAT the agenda be amended to include item 12.a. "Solar Now Project".

Carried

Resolution #: R073/18/03/12

Moved by: Thompson

Seconded by: Krog

THAT Council adopts the March 12, 2018, Regular Meeting agenda as amended.

Carried

3. MINUTES

a. Adopt minutes - Regular

February 26, 2018, Regular Meeting minutes

Resolution #: R074/18/03/12

Moved by: Tripp

Seconded by: Butler

THAT Council adopts the February 26, 2018, Regular Meeting minutes as presented.

Carried

4. REGISTERED PETITIONS AND DELEGATIONS

5. UNFINISHED BUSINESS

6. REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL

a. Written Reports of Council

Corporate Officer's Report

Discussion ensued regarding:

- Councillor Thompson's removal as liaison to the Phoenix Foundation.
- Mayor Konrad recinded the appointment
- past donations to the foundation
- possibility of conflicts

Councillor Ross joined the meeting during the discussion at 7:09 pm.

Resolution #: R075/18/03/12

Moved by: Thompson

Seconded by: Krog

THAT all written reports of Council submitted to the March 12, 2018, Regular Meeting be received.

Carried

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

a. Verbal Report - RDKB Representative

Corporate Officer's Report

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

Read the RDKB agendas here:

<https://rdkb.civicweb.net/filepro/documents/314>

Mayor Konrad gave a verbal update regarding a BCDC meeting including:

- discussion on budgeting
- presentation by BCRCC - update on Chamber status and funding
- Community Futures Monthly report
- 486 insider app

Resolution #: R076/18/03/12

Moved by: Krog

Seconded by: Tripp

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

a. Freedom of Information Budgeting for 2018

CAO/Corporate Officer/FOI Head

Discussion ensued regarding:

- FOI requests tend to be frivolous in nature
- items from in-camera are released whenever possible
- time consuming process
- staff's time is taken away from valuable work that needs to be done

Resolution #: R077/18/03/12

Moved by: Thompson

Seconded by: Krog

THAT Council determines to include in the 2018 Financial Plan, an amount of \$20,000 to address expenses due specifically to Freedom of Information requests.

Carried

9. REQUESTS ARISING FROM CORRESPONDENCE

10. INFORMATION ITEMS

- a. Engineering Consulting Services Contract**
Manager of Development and Engineering

Council to note that staff has the option to provide extensions to the existing contract with Urban System Ltd. on an annual basis.

Discussion ensued regarding:

- possible RFP process in the future
- qualification based selection preferred over price alone
- complex procurement processes for selections for each individual RFP/RFQ
- 7 million dollars worth of projects are undertaken right now, it would not be in the best interest to change engineering firms at this point
- grant writing and grant application support is included at no cost to the City
- fast, expedient and last minute service and support on reports and updates

Resolution #: R078/18/03/12

Moved by: Hammett

Seconded by: Thompson

THAT Council receives the memorandum from the Manager of Development and Engineering with regard to an extension of the Engineering Consulting Services Contract with Urban Systems Ltd. to February 28, 2019.

Carried

b. Boundary Emergency Transitional Housing Society (BETHS)

Letter request for meeting with two person City delegation and two person BC Housing delegation to create plan for 2018-2019.

Discussion ensued regarding:

- format of meeting and reporting to Council
- 1 elected official, 1 city staff to represent the City
- Mayor Konrad and Manager of Development and Engineering, Councillor Ross to be alternate
- disconnect between organizations involved at the moment
- different assurances by BC Housing to different organizations

- group to meet to discuss possible ways to move forward

Resolution #: R079/18/03/12

Moved by: Ross

Seconded by: Hammett

THAT Council discusses the meeting request from the Boundary Emergency Transitional Housing Society.

Carried

Resolution #: R080/18/03/12

Moved by: Butler

Seconded by: Ross

THAT Council permit Mr. Taylor to speak and join the discussion on the subject.

Carried unanimously

Resolution #: R081/18/03/12

Moved by: Ross

Seconded by: Hammett

THAT Mayor Konrad and a member of staff represent the City in a delegation to BC Housing and that Councillor Ross be the alternate for Mayor Konrad.

Opposed (1): Butler

Carried

11. BYLAWS

- a. Third Reading of OCP Bylaw Amendment and Zoning Bylaw replace and repeal

Development and Engineering Services

Discussion ensued regarding:

- affordable housing options for families, seniors
- creating housing stock in Grand Forks
- City of Nelson survey - large support for laneway house development, increase to maximum size

staff gave a brief presentation to assorted questions:

- history of the proposed changes
- policy goals of the OCP - sustainable, affordable, removing barriers from development possibilities
- case by case analysis for Development Permits
- operations determines service level for snow plowing in lanes
- continued interest in the Grand Forks bylaw progress
- possible laneway lighting requirement

Resolution #: R082/18/03/12

Moved by: Krog

Seconded by: Ross

THAT Council gives third reading to the Official Community Plan Bylaw Amendment 1919-A2.

Carried

Resolution #: R083/18/03/12

Moved by: Ross

Seconded by: Thompson

THAT Council gives third reading to Zoning Bylaw 2039.

Carried

Resolution #: R084/18/03/12

Moved by: Thompson

Seconded by: Tripp

THAT Council gives third reading to Zoning Bylaw Repeal 1606-R1.

Carried

Resolution #: R085/18/03/12

Moved by: Thompson

Seconded by: Hammett

THAT Council directs staff to forward OCP Bylaw 1919-A2 and Zoning Bylaw 2039 to Ministry of Transportation and Infrastructure for approval.

Carried

12. LATE ITEMS

a. Solar Now Project

Discussion ensued regarding:

- Resolution #: **R064/18/02/26** brought back to the table by Mayor Konrad
- solar opportunities - for example Summerland with large multi million dollar installation
- new technologies to increase efficiency, could be installed in a few years and replace the less efficient panels
- Solar panels are cheapest component of the project
- project must be completed in 2018
- location is not finalized and all possible locations are under technical review

Resolution #: R086/18/03/12

Moved by: Ross

Seconded by: Hammett

THAT Council approves a 2018 project budget of \$65,000 for the SolarNow project and directs staff to include the project budget in the 2018-2022 Financial Plan bylaw.

Opposed (1): Butler

Carried

13. QUESTIONS FROM THE PUBLIC AND THE MEDIA

Kate Saylor, Grand Forks Gazette

- funding source - CARIP reserve fund, carbon emission offset funding
- FOI budget and possibility for FOI database - long term possibility to allow for Open Data style database
- complexity of the FOI request

Les Johnson, GFTV

- costs for FOI requests
- possible FOI database
- history of first patented solar technology installation

Nigel James

- FOI costs and staffing needs
- suggestion to not keep all eggs in one basket regarding engineering consultants
- annual costs of utilities and affordability
- Solar panels on South side of Observation Mountain as an option

14. ADJOURNMENT

The Regular Meeting was adjourned at 8:48 pm.

Resolution #: R087/18/03/12

Moved by: Ross

Seconded by: Krog

THAT the Regular Meeting be adjourned at 8:48 pm.

Carried

Mayor Frank Konrad

Deputy Corporate Officer - Daniel
Drexler

DRAFT

Request for Decision



To: Regular Meeting
From: **Procedure Bylaw / Corporate Services**
Date: March 26, 2018
Subject: Reports, Questions and Inquiries from the Members of Council
Recommendation: **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

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



Community Engagement

- Members of Council may ask questions, seek clarification and report on issues.

Policy/Legislation

Procedure Bylaw No. 1946, 2013

Recommendation

THAT all written reports submitted by members of Council be received.

Options

1. THAT Council accepts the report.
2. THAT Council does not accept the report.
3. THAT Council refers the matter back to staff for further information.

REPORT TO COUNCIL

TO: Mayor and Council
FROM: Councillor Christine Thompson
DATE: March 26, 2018
SUBJECT: Report to Council

March 13th, I attended the Community Meeting on Poverty sponsored by Community Futures Boundary. I was at the table that included both staff and directors from the Whispers of Hope and Boundary Emergency Transition Housing Society. In the morning session, attendees were asked to note the issues people in poverty face. Some of the issues put forward were -- affordable housing, hunger, minimum wage is not a living wage, not in by back yard (NIMBY), social isolation, and lack of services (physical and mental health, counselling services, social assistance with no permanent address). Solutions suggested included an in-depth evaluation of what we have -- education, better communication of what services are available, and a harm reduction committee. I found this to be a very informative and education session. The afternoon discussion centered on housing. Inasmuch as it did not truly focus on our City, I did not get as much out of it as I had hoped. However, both issues were very worthwhile, and I am glad that I was able to attend.

Respectfully submitted

Councillor Christine Thompson

Community Meeting on Poverty In BC

I attended this meeting at the Senior Citizens Hall on the morning of Tuesday, March 13th. The event was hosted by Community Futures, and presenters from SPARC BC facilitated the meeting. The Social Planning and Research Council of British Columbia (SPARC BC) was established in 1966 and is a leader in applied social research, social policy analysis and community development approaches to social justice. Their mission is to work with communities in building a just and healthy society for all. Community participation at this event was good, with people attending from a wide spectrum of social and business interests and spheres. The meeting was structured to encourage dialogue and group participation around the issue of homelessness and poverty. Many good ideas were shared, and the information collected will go directly to the Province and inform their Poverty Reduction Strategy.

Boundary Housing Needs Workshop

The same presenters from SPARC BC carried on in the afternoon with a workshop on key housing needs in our region. They presented housing statistics from the 2016 Census which clearly pointed to our region's need for a continuum of housing choices, all the way from housing for the homeless, to suitable social housing, to the private rental market. They further identified potential funding support for rural communities and provided information about several funding streams available from CMHC. These funding resources need community input in the form of a working committee that can put together a business plan, organize statistics and factual data, along with proposed plans for housing strategies that could work here. We are waiting for Community Futures to assimilate all the data that was presented at the workshop, but suffice to say, this was a very exciting presentation that could lead to an opportunity to garner much-needed housing funding for the area.

Microcell Transmitter Placement Consultation Resolution

The resolution on microcell transmitter placement consultation that we took to the UBCM was sent to the applicable Provincial and Federal levels of government after it passed at the UBCM convention last September. This month we received a reply from both the Province and the FCM about the resolution. The Province's response was to defer to Federal regulations for cell tower sitings. They stated that "the demand for cellular services is growing and is expected to continue, as more and more British Columbians use smart phones and other mobile devices. To accommodate this demand, more towers will be needed." Unfortunately, they haven't addressed the fact that microcell transmitters are used for far more than just cellular service, or the issue of microcells being located on utility poles and other City infrastructure sometimes only meters from people's living spaces. The FCM's response was equally disappointing; they simply categorized the resolution as "not in accordance with existing FCM policy."

Both the Province and the FCM have not addressed the request in the resolution "*to mandate consultation*" with land use authorities when telecommunications companies are installing small, powerful Wifi-emitting microcell transmitters within 100 meters of homes, schools and hospitals. By doing so, they have declined to address their responsibility in setting adequate safety regulations for this new technology. They have also dismissed the health and safety risks attached to these devices.

Respectfully submitted,
Beverley Tripp

Request for Decision



To: Regular Meeting

From: **Procedure Bylaw / Corporate Services**

Date: March 26, 2018

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

Recommendation: **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

General

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

Strategic Impact



Community Engagement

- Information sharing with members of Council and the Public regarding regional issues.

Policy/Legislation

Procedure Bylaw No. 1946, 2013

Recommendation

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

Options

1. THAT Council accepts the report.
2. THAT Council does not accept the report.
3. THAT Council refers the matter back to staff for further information.

Request for Decision



To: Regular Meeting

From: **Development and Engineering Services**

Date: March 26, 2018

Subject: Sensitive Ecosystem Inventory implementation in Official Community Plan

Recommendation: **THAT Council direct staff to develop the implementation of the Sensitive Ecosystem Inventory by drafting amendments to the Official Community Plan and associated bylaws.**

Background

In 2016, Council directed staff to begin the process to update the Sustainable Community Plan according to five major themes. The first identified theme was 'environmental sustainability', with policies relating to protected natural areas and environmental development permit areas, greenhouse gas reduction, and other related issues.

Significant new data and information was required to initiate planning on natural area protection, as no ecosystem mapping or classification had been performed in recent decades. In 2016, staff obtained air photo and LiDAR elevation data to provide updated source data for classifying ecosystems.

In 2017, staff and consulting biologists EcoLogic Consultants undertook the classification of different ecosystem types within City limits using the Sensitive Ecosystem Inventory (SEI) methodology, as described in the attached draft final report. The SEI was originally developed for use on Vancouver Island to identify significant habitat areas to protect. It has since been used across BC and is a standard methodology.

While useful for identifying potential areas to prioritize for conservation, it also acts as a science-based decision support tool for land use and development decisions because it identifies which areas are more suitable for disturbance. Development can be directed to non-sensitive lands and varying degrees of protection could be brought into place for sensitive lands.

The ecosystem mapping can also be used to identify areas associated with ecosystem services such as flood protection, erosion control, carbon sequestration and aquifer protection. These ecosystem services contribute greatly to community livability, while providing municipal services such as stormwater reduction at no cost. An upcoming report on applying the SEI in conservation planning will identify how the biodiversity, conservation and ecosystem services values apply to planning and development or operational decisions. The following are ecosystem values and services of relevance to ecosystems identified in the SEI:

- Socio-economic
 - Brings nature into communities
 - Offers scenic values
 - Intrinsic value of nature
 - Cultural values
 - Provides green spaces and place for outdoor recreation
 - Provides educational opportunities in/on nature
 - Provides opportunities for eco-tourism
 - Increased property value
 - Reduction of invasive species
 - Mitigates impacts of climate change
 - Legacy for future generations
 - Health – get outside and active
- Ecological
 - Offers representation of ecosystem types
 - Contributes to biodiversity
 - Habitat for rare or endangered ecosystems/species
 - Provides connectivity and linkages
 - Contributes to resilient ecosystems to mitigate impacts of climate change
 - Conservation framework i.e. Important in larger context provincial and federal interest Contributes to other conservation initiatives
- Species
 - Contains habitat features necessary for reproduction
 - Food for reproduction
 - Security habitat
 - Contains habitat features necessary for general living during growing season
 - Contains habitat features necessary for general living during winter season
- Municipal ecosystem service
 - Flood Protection
 - Water Quality
 - Provides erosion control
 - Storm water management Rainfall interception i.e. reduce impermeable surfaces
 - Provides dust control
 - Reduction of invasive species
 - Aquifer Protection
- Other ecosystem service
 - Air quality i.e. oxygen production, CO2 sequestration
 - Temperature control
 - Soil quality
 - Water quality
 - Sediment & nutrient retention and export
 - Local climate amelioration (i.e. natural cooling in the summer and warming in the winter)
 - Carbon Storage

Staff recommends implementing the Sensitive Ecosystem Inventory through objectives, policies and development permit area regulations in the Official Community Plan as part of this theme update. Other implementing bylaws and policies will include:

- Zoning Bylaw – refinements to zone locations, boundaries and setbacks;
- Tree Bylaw – protection for sensitive ecosystems on private lands;
- Tree Policy – management of City trees in or near sensitive ecosystems; and
- Nature Park dedication bylaws.

Benefits or Impacts

Strategic Impact



Economic Growth

- Ensure that all development is in line with visions and guiding principles of the SCP and current best practices.
- We will develop a sustainability charter.



Fiscal Responsibility

- We will continue to retain our natural assets as a public trust.

Attachments

Final Draft Sensitive Ecosystem Inventory report.

Recommendation

THAT Council direct staff to develop the implementation of the Sensitive Ecosystem Inventory by drafting amendments to the Official Community Plan and associated bylaws.

Options

1. RESOLVED THAT Council accepts the recommendation.
2. RESOLVED THAT Council does not accept the recommendation.
3. RESOLVED THAT Council refers the matter back to staff for further information.

Report Approval Details

Document Title:	RFD SEI to OCP March 2018.docx
Attachments:	- Grand_Forks_SEI_FinalDraft_Mar2018.pdf
Final Approval Date:	Mar 15, 2018

This report and all of its attachments were approved and signed as outlined below:

Dolores Sheets - Mar 15, 2018 - 3:14 PM

Diane Heinrich - Mar 15, 2018 - 3:17 PM

Grand Forks Sensitive Ecosystems Inventory - DRAFT -

MARCH 2, 2018

PRESENTED TO:

Development and Engineering Services
City of Grand Forks

PRESENTED BY:

EcoLogic Consultants
4369 Poplar Ridge Crescent
Crescent Valley, BC V0G1H1
Phone: 250-359-7420

PREPARED BY:

A handwritten signature in blue ink, appearing to read "Ryan Durand".

Ryan Durand, RPBio.
Ecologist and Project Manager
EcoLogic Consultants Ltd.

March 2, 2018

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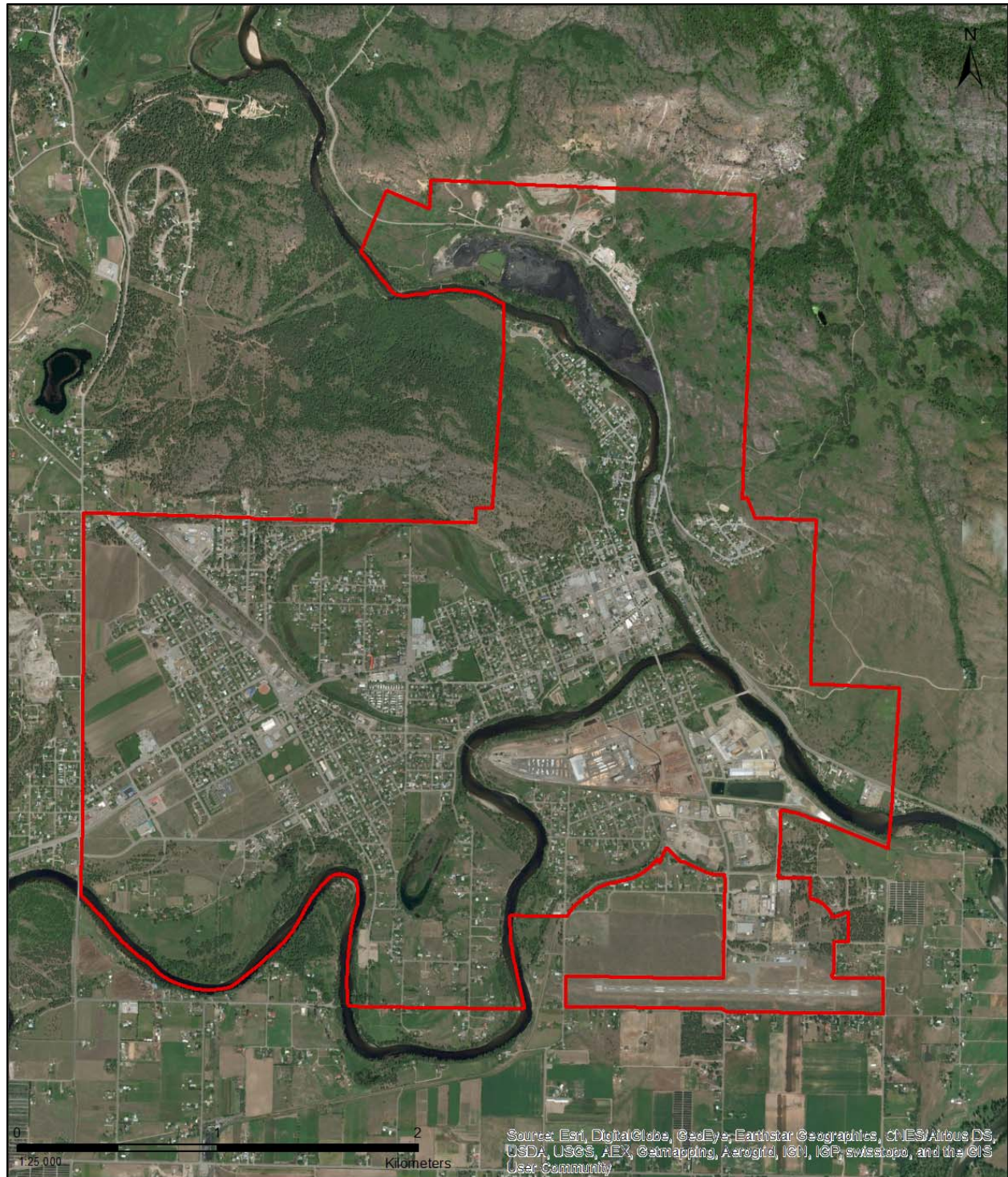
1. INTRODUCTION

The goal of this project was to use Sensitive Ecosystems Inventory (SEI) methodology to map the City of Grand Forks (Fig. 1-1), BC (the City). SEI mapping was created in 1993 by the Canadian Wildlife Service and the BC Conservation Data Centre. It was created in *'response to a need for inventory of at-risk and ecologically fragile ecosystems, and critical wildlife habitat areas on the east side of Vancouver Island.'* Since then, numerous projects have been completed throughout the province. In 2006 a *Standard for Mapping Ecosystems At Risk in British Columbia* was created by the Resource Inventory Standards Committee to promote a standardized process province wide (RISC 2006).

The main purpose of SEI mapping is to describe the ecological diversity of a given area, and determine the type and extent of vulnerable and rare elements (RISC 2006). The SEI standard describes an overview of the assessment process as follows:

'The SEI classification uses two primary groupings of ecosystems: **Sensitive Ecosystems** and **Other Important Ecosystems**. Within each of these groups a series of classes and subclasses is defined that provides a general level of ecosystem description that is appropriate for public education and local planning exercises. Sensitive Ecosystem categories are generalised [sic] groupings of ecosystems that share many characteristics, particularly ecological sensitivities, ecosystem processes, at-risk status, and wildlife habitat values. Criteria for ecological sensitivity include: **environmental specificity**, susceptibility to hydrological changes, soil erosion, especially on shallow soils, spread of invasive alien plants, and sensitivity to human disturbance. Other Important Ecosystems have significant ecological and biological values associated with them that can be identified and mapped, although they are not defined as Sensitive Ecosystems because they have been substantially altered by human use. Consideration of Other Important Ecosystems is critical to capturing key elements of biodiversity of some project areas; they sometimes provide recruitment sites for ecosystems at risk or important wildlife habitat requiring recovery or restoration.'

This report serves as the preliminary findings of the SEI project. It describes the type and extent of ecosystems found in the City. It also provides some example conservation mapping using two locally occurring rare species. Finally, recommendations are provided for future projects to build upon this initiative.



Grand Forks Sensitive Ecosystems Inventory

Figure 1-1. Study Area

Date: 3/5/2018



Coordinate System: NAD 1983 UTM Zone 11N
Projection: Transverse Mercator
Datum: North American 1983

2. METHODOLOGY

Preliminary SEI classes and subclasses were developed for this project from previous SEI projects in the Lower Mainland, Vancouver Island, Gulf Islands, West Kootenay and Okanagan. Some descriptions were changed to reflect location conditions. Table 2-1 presents the full range of SEI classes and subclasses that were available (and appeared to be applicable) for this project.

Table 2-1. Potential SE Classes and Subclasses

SEI Class	SEI Subclass	Brief Description
OF: Old Forest		Forests > 140 yrs.
OF	bd: broadleaf	Broad-leaf dominated (> 75% of stand composition).
OF	co: coniferous	Conifer > 75% of stand.
OF	mx: mixed	Stand composition > 25% conifer and > 25% broadleaf.
MF: Mature Forest		Forests > 80 yrs, < 140 yrs.
MF	co: coniferous	Conifer-dominated (> 75% of stand composition).
MF	mx: mixed	Stand composition > 25% conifer and > 25% broadleaf.
MF	bd: broadleaf	Broad-leaf dominated (> 75% of stand composition).
YF: Young Forest		Patches of forest – stands > 30 yrs, < 80 yrs.
YF	co: coniferous	Conifer-dominated (> 75% of stand composition).
YF	mx: mixed	Stand composition > 25% conifer and > 25% broadleaf.
YF	bd: broadleaf	Broad-leaf dominated (> 75% of stand composition).
PS: Pole Sapling		Trees > 10 m tall, usually 10 - 15 yrs.
PS	co: coniferous	Conifer-dominated (> 75% of stand composition).
PS	mx: mixed	Stand composition > 25% conifer and > 25% broadleaf.
PS	bd: broadleaf	Broad-leaf dominated (> 75% of stand composition).
BW: Broadleaf Woodland		
BW	ac: aspen copse	Aspen copse ecosystems occur in broad, moist depressions in grassland areas. They are typically small ecosystems with trembling aspen overstories and shrubby understories dominated by common snowberry and roses.
BW	as: aspen seepage	Aspen seepage ecosystems occur on slopes with subsurface seepage in a matrix of coniferous forests. These ecosystems are moist and rich as a result of nutrient inputs from seepage and the annual input of leaf litter. They have trembling aspen overstories and diverse, shrubby understories.

SEI Class	SEI Subclass	Brief Description
WD: Woodland		
		Dry site, open stands with between 10 and 25% tree cover including Douglas fir and Ponderosa pine. Patchy shrubs such as Saskatoon and oceanspray are common. Often associated with rock outcrops and cliffs.
WD	3: shrub/herb	Shrub cover 20% or greater, tree cover less than 10%
WD	4: pole sapling	Trees are > 10 m tall and have 10% or greater cover, dense stands, generally 10-40 years old.
WD	5: young forest	Trees are > 10 m tall and have 10% or greater cover, dominated by young trees about 40-80 years old.
WD	6: mature forest	Trees are > 10 m tall and have 10% or greater cover, dominated by mature trees about 80-250 years old.
GR: Grassland		
GR	gr: grassland	Remnant native grasslands with bunchgrasses.
GR	sh: shrub	Dry shrublands – often patchy and interspersed with native and introduced grasses. Common species include snowberry, Saskatoon, rose and sumac.
GR	dr: disturbed	Dry grassland with variety of introduced grass and herbs.
SV: Sparsely Vegetated		
		Areas with 5 – 10% vascular vegetation.
SV	sh: shrub	Shrub ecosystems occur on small rock outcrops with cracks and crevices. They most commonly occur in a grassland matrix.
SV	cl: cliff	Steep slopes of exposed bedrock.
SV	ro: rock outcrop	Rock outcrops – areas of bedrock exposure.
SV	ta: talus	Dominated by rubbly blocks of rock.
SV	es: exposed soil	Any area of exposed soil that is not in other definitions.
RI: Riparian		
		Ecosystems associated with and influenced by freshwater. Structural stages are useful modifiers.
RI	fh: high bench	High bench floodplain terraces.
RI	fm: medium bench	Medium bench floodplain terraces.
RI	fl: low bench	Low bench floodplain terraces.
RI	fd: disturbed floodplain	Floodplain ecosystems that are located on modified river banks. Do not necessarily flood, but contain important cottonwood stands and habitat.
RI	gu: gully	Gully riparian ecosystems occur at the base and lower slopes of moderate to steep-sided linear sites (small valleys or ravines) with significant moisture. These ecosystems have either permanent or intermittent surface water flow, or significant subsurface flow, but are usually not subject to flooding.

SEI Class	SEI Subclass	Brief Description
RI	gb: gravel bar	Non-vegetated gravel bars within the river high water mark.
RI	ri: river	River and creeks.
WN: Wetland		Terrestrial – freshwater transitional areas.
WN	ms: marsh	Graminoid or forb-dominated nutrient-rich wetlands.
WN	sp: swamp	Shrub or tree-dominated wetlands.
WN	ow: shallow water	Permanently flooded, water less than 2m deep at mid-summer.
WN	mo: modified	Modified wetlands (including non-native species such as maple or reed canarygrass) that still retain some wetland functions and processes.
FW: Lakes and Ponds		
FW	pd: pond	Open water > 2 m deep and generally < 50 ha.
FS: Seasonally Flooded Fields		Annually flooded cultivated fields, hay fields, range land, or old fields.
OD: Old Field		Old field ecosystems. May have evidence of old dirt roads and cultivation.
CF: Cultivated Field		Field currently or recently used for various types of agriculture.
NS: Not Sensitive		Disturbed and permanently developed/modified areas.

2.1 ECOSYSTEM MAPPING

Preliminary ecosystem mapping was completed during the summer of 2017 by City staff Rosemary Dykhuizen (Engineering Technologist) and GIS co-op student (Vidula Kalkarni). After field-truthing, the final version was created by Ryan Durand (EcoLogic).

Mapping was completed in ESRI ArcMap 10.5 using heads-up delineation. As the goal of the project was to identify all ecosystem types, a minimum polygon size or mapping scale was not used, rather they were adjusted to fit natural features as needed. Mapping procedures generally followed the protocol for Terrestrial Ecosystem Mapping (RISC 1998) and Standard for Mapping Ecosystems at Risk in British Columbia (RISC 2006), but was limited by the lack of stereo imagery. Base data used for the project was supplied by the City and included:

- ♦ a 2014 15-cm resolution orthomosaic;
- ♦ a 2005 orthomosaic; and
- ♦ LiDAR-derived hillshade, surface model, contours, and canopy height model.

Each ecosystem polygon included attributes describing the type of ecosystem (SEI class and, if applicable, subclass) that occurred (up to three types per polygon) and the approximate area of each ecosystem type. For example, a polygon code may appear as follows:

5MF:co - 3YF:co - 2WN:sp

The above SEI code can be broken down to describe the polygon as containing:

50% mature coniferous forest, 30% young coniferous forest, and 20% swamp.

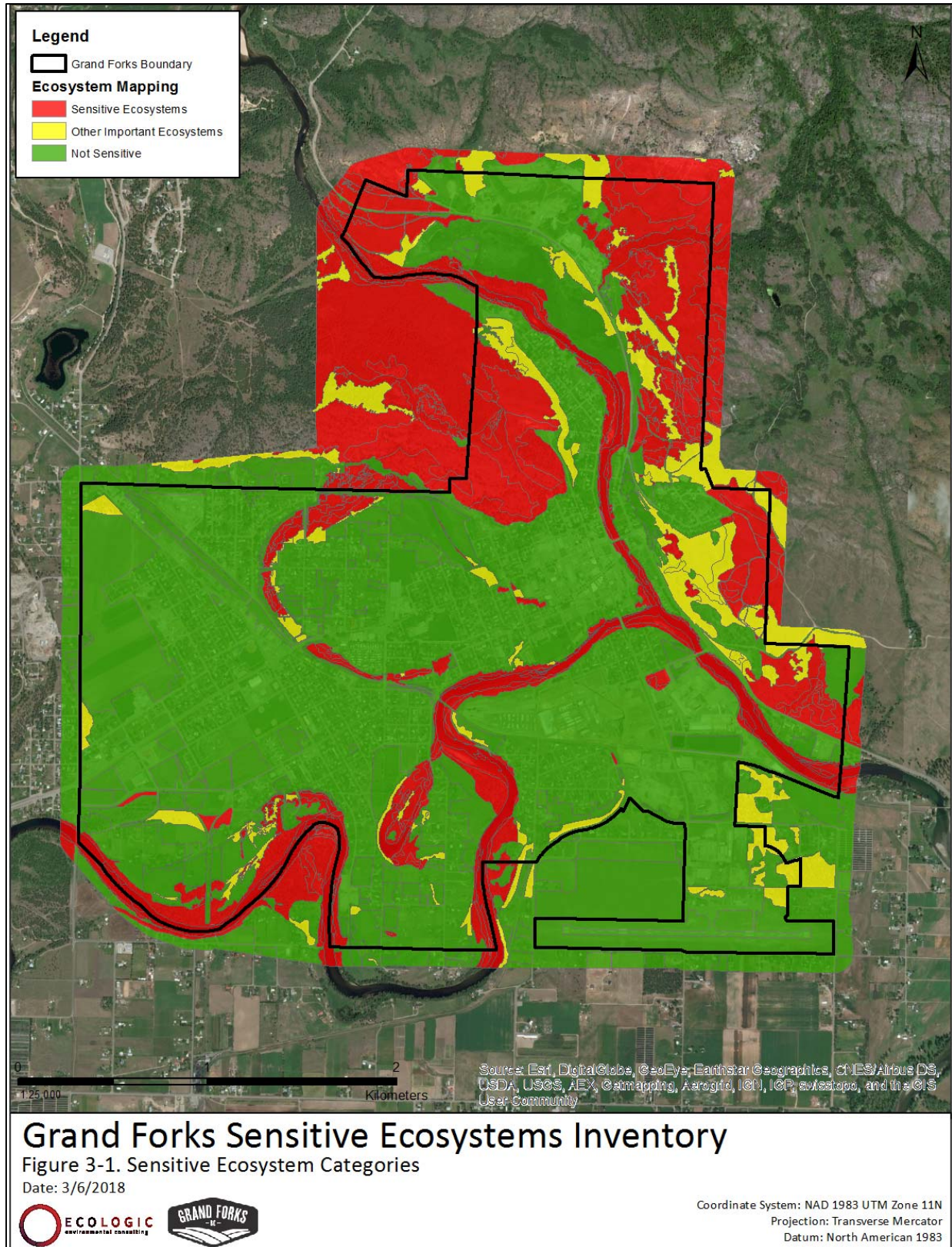
2.2 FIELD SURVEYS

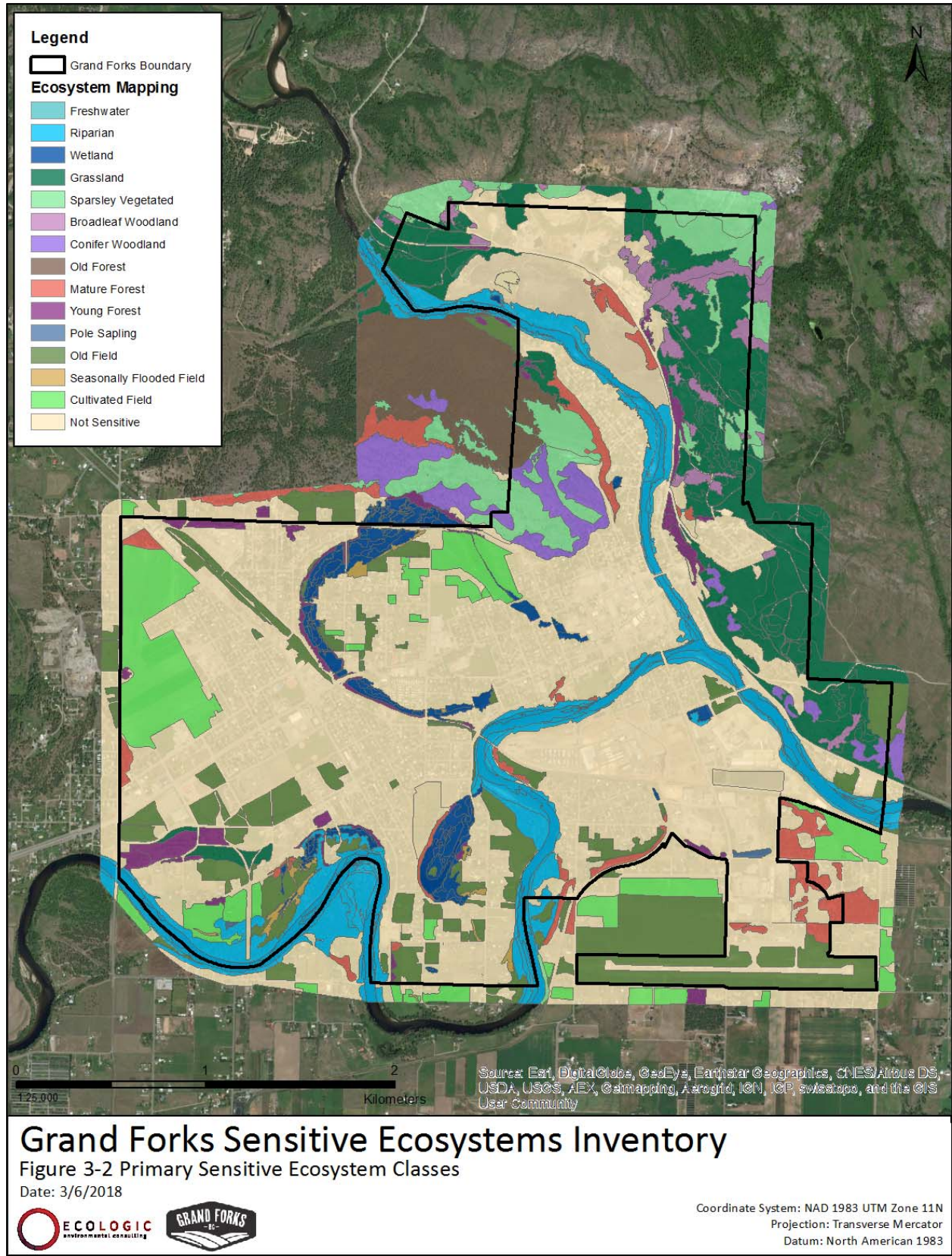
Field surveys were completed on July 20 and September 1, 2017. The surveys included site inspections of both representative ecosystem types and as large of an area possible within the City. Visual plots were completed at a total of 120 locations. The following data were collected in the field:

- ♦ location (UTMs);
- ♦ dominant vegetation type;
- ♦ SEI class and subclass;
- ♦ disturbance and condition notes;
- ♦ representative photos; and
- ♦ additional notes as necessary.

3. SENSITIVE ECOSYSTEMS INVENTORY CLASSIFICATION

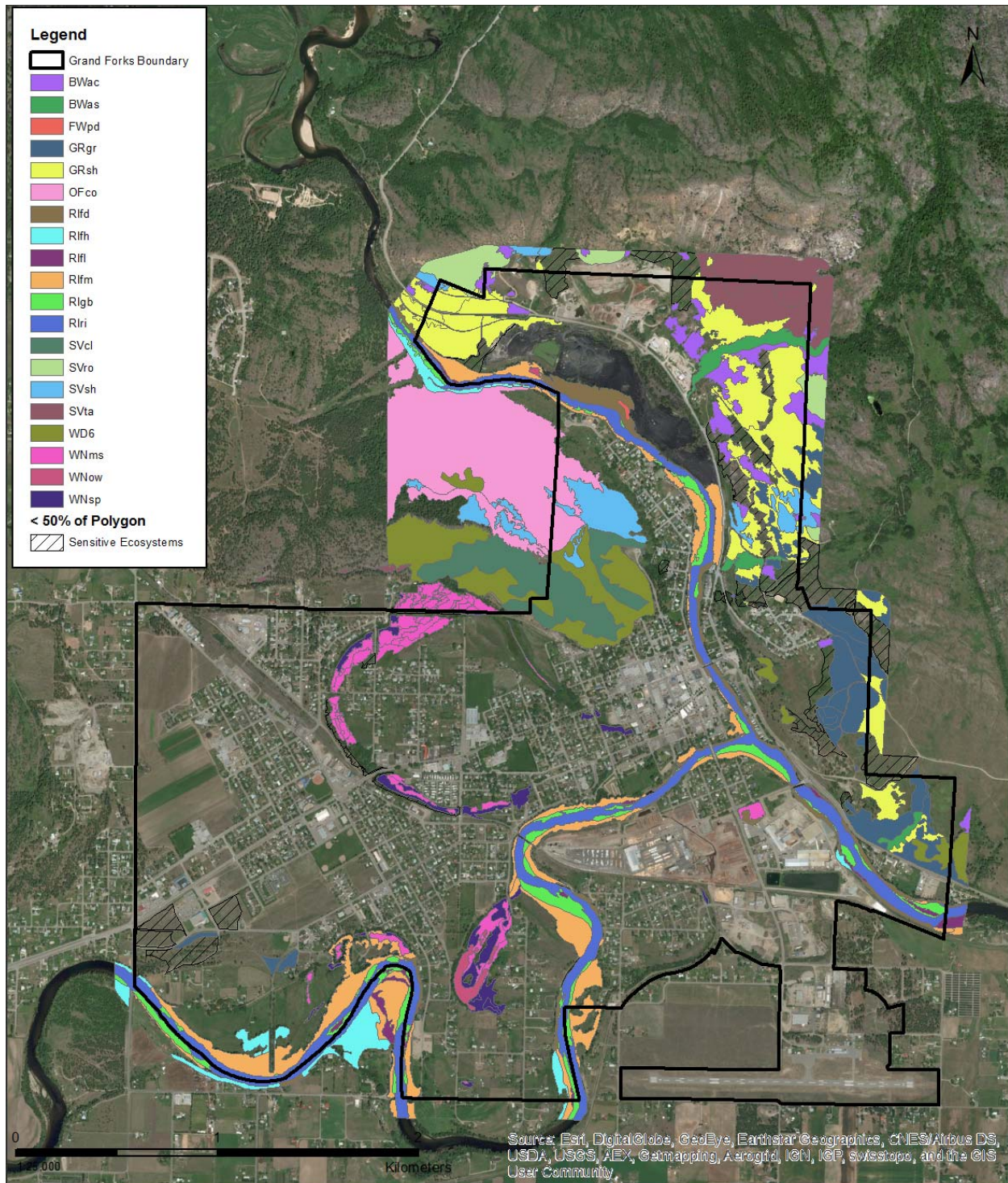
A final determination as to which mapped SEI classes and subclasses should be considered to be Sensitive Ecosystems (SE), Other Important Ecosystems (OIE), and Not Sensitive (NS) was completed based on other SEI projects and expert opinion (Fig. 3-1). The following sections indicate which classes and subclass were used in this project, and which ones fall into the SE, OIE and NS categories (Fig. 3-2).





3.1 SENSITIVE ECOSYSTEMS

Eight SEI classes are recognized as Sensitive Ecosystems in the study area (Table 3.1-1; Fig. 3.1-1). The classification is based on susceptibility to disturbance, high biodiversity and rare species potential, and the ecosystem services they provide.



Grand Forks Sensitive Ecosystems Inventory

Figure 3.1-1. Sensitive Ecosystems

Date: 3/6/2018



Coordinate System: NAD 1983 UTM Zone 11N
Projection: Transverse Mercator
Datum: North American 1983

Table 3.1-1. Sensitive Ecosystems

SEI Class	SEI Subclass	Brief Description
OF: Old Forest		Forests > 140 yrs.
OF	co: coniferous	Conifer > 75% of stand.
BW: Broadleaf Woodland		
BW	ac: aspen copse	Aspen copse ecosystems occur in broad, moist depressions in grassland areas. They are typically small ecosystems with trembling aspen overstories and shrubby understories dominated by common snowberry and roses.
BW	as: aspen seepage	Aspen seepage ecosystems occur on slopes with subsurface seepage in a matrix of coniferous forests. These ecosystems are moist and rich as a result of nutrient inputs from seepage and the annual input of leaf litter. They have trembling aspen overstories and diverse, shrubby understories.
WD: Woodland		Dry site, open stands with between 10 and 25% tree cover including Douglas fir and Ponderosa pine. Patchy shrubs such as Saskatoon and oceanspray are common. Often associated with rock outcrops and cliffs.
WD	6: mature forest	Trees are > 10 m tall and have 10% or greater cover, dominated by mature trees about 80-250 years old.
GR: Grassland		
GR	gr: grassland	Remnant native grasslands with bunchgrasses.
GR	sh: shrub	Dry shrublands – often patchy and interspersed with native and introduced grasses. Common species include snowberry, Saskatoon, rose and sumac.
SV: Sparsely Vegetated		Areas with 5 – 10% vascular vegetation.
SV	sh: shrub	Shrub ecosystems occur on small rock outcrops with cracks and crevices. They most commonly occur in a grassland matrix.
SV	cl: cliff	Steep slopes of exposed bedrock.
SV	ro: rock outcrop	Rock outcrops – areas of bedrock exposure.
SV	ta: talus	Dominated by rubbly blocks of rock.
RI: Riparian		Ecosystems associated with and influenced by freshwater. Structural stages are useful modifiers.
RI	fh: high bench	High bench floodplain terraces.
RI	fm: medium bench	Medium bench floodplain terraces.
RI	fl: low bench	Low bench floodplain terraces.

SEI Class	SEI Subclass	Brief Description
RI	fd: disturbed floodplain	Floodplain ecosystems that are located on modified river banks. Do not necessarily flood, but contain important cottonwood stands and habitat.
RI	gu: gully	Gully riparian ecosystems occur at the base and lower slopes of moderate to steep-sided linear sites (small valleys or ravines) with significant moisture. These ecosystems have either permanent or intermittent surface water flow, or significant subsurface flow, but are usually not subject to flooding.
RI	gb: gravel bar	Non-vegetated gravel bars.
RI	ri: river	River and creeks.
WN: Wetland		Terrestrial – freshwater transitional areas.
WN	ms: marsh	Graminoid or forb-dominated nutrient-rich wetlands.
WN	sp: swamp	Shrub or tree-dominated wetlands.
WN	ow: shallow water	Permanently flooded, water less than 2m deep at mid-summer.
FW: Lakes and Ponds		
FW	pd: pond	Open water > 2 m deep and generally < 50 ha.

3.1.1 Old Forest (OF)

Old Forests are stands that are greater than 140 years old. One sub-class is recognized: coniferous (OF:co). Old forests were only mapped on Observation Mountain and the classification was not confirmed in the field. There is an abundance of literature describing the ecological importance of old forests, including significant biodiversity, rare species, carbon storage, and unique wildlife habitat.

3.1.2 Broadleaf Woodland (BW)

Broadleaf Woodland (BW) are aspen-dominated ecosystems that are widespread on dry south- and western-facing slopes in the region. They typically occur as small patches in water-receiving areas, such as depressions, gullies, toes of slopes, and along watercourses. Trembling aspen forms a nearly continuous cover of typically even-aged trees, while thick understories of various shrubs are common. Two subclasses occur in the City: Aspen Copse (BW:ac) and Aspen Seepage (BW:as). Aspen Copses (Plate 3.1-1) occur in small patches, typically interspersed in larger grassland areas, while Aspen Seepages (Plate 3.1-2) normally occur associated with fluvial features (linear communities along small watercourses and seepage sites). Aspen Seepages have high shrub and herb diversity, due to increased soil moisture and nutrients.



Plate 3.1-1. Broadleaf woodland (BW:ac) aspen copse.



*Plate 3.1-2. Broadleaf woodland (BW:as) aspen seepage in the background, with
Not Sensitive disturbed areas in the foreground.*

3.1.3 Woodland (WD:6)

Woodlands are classified based on an open canopy cover (less than 25%) and their occurrence on dry, water shedding sites with thin soils. They occur on south- and western-facing slopes, interspersed with rock outcrops, cliffs and grasslands. Coniferous trees form the sparse canopy cover, including Douglas fir, Ponderosa pine and lodgepole pine. Understories are varied, with shrub species such as oceanspray common, along with a variety of grasses and herbs. Conifer woodlands are stereotypical fire-maintained ecosystems, with stand-replacing events commonly occurring.

One (of the four mapped WD subclasses) subclass is recognized as sensitive: mature (WD:6). Woodland forests are common in the Grand Forks area, often forming large stands on dry southern slopes (Plate 3.1-3). They have the potential to provide important ecological niches that other forest stands lack, are often inhabited by uncommon or rare species, and are generally sensitive to disturbance.



Plate 3.1-3. Mature woodland ecosystem (WD:6).

3.1.4 Grassland (GR)

Grasslands occur on dry, hot western and south slopes in the Grand Forks area. These sites are typically too dry and hot for trees to become widely established. Most grassland in the area has a significant disturbance history, including grazing, agriculture, fires, and an abundance of roads. Introduced and invasive species are abundant in local grasslands, with true remnant ecosystems uncommon near any developed areas. Two of the three grassland subclasses are considered to be sensitive; Grassland (GR:gr) and Shrubland (GR:sh).

Grasslands are uncommon in the study area, mainly occurring on mid to upper slopes above Valley Heights. They are patchy in occurrence, and additional field surveys will likely reduce the mapped extent (Plate 3.1-4). Bunchgrass is a key indicator of grasslands, along with a wide variety of native grasses and herbs. They are highly susceptible to disturbance and threatened by a variety of invasive species.

Shrubland occurs in areas that are slightly moister than adjacent grasslands, including slight depressions and the toe and lower slopes of water shedding sites (Plate 3.1-5). They are dominated by a high cover of shrubs, including snowberry, rose species, and sumac. Other shrubs occur sporadically, such as elderberry, Saskatoon, mock orange and the occasional conifer.



Plate 3.1-4. Remnant native grassland (GR:gr) with a shrub-filled depression below.



Plate 3.1-5. Dry shrub grassland (GR:sh) with a variety of low and tall shrubs and sporadic Douglas fir.

3.1.5 Sparsely Vegetated (SV)

Sparsely Vegetated ecosystems occur in bedrock and colluvial sites where soil and moisture are limited. Vegetation is sparse and discontinuous, with large extents of exposed bedrocks and talus (Plates 3.1-6 and 3.1-7). Four of the five SV subclasses are considered to be sensitive due to susceptibility to disturbance (and the long period of recovery post-disturbance) and the potential for unique wildlife habitat. Sensitive SV subclasses are shrub (SV:sh), cliff (SV:cl), rock outcrop (SV:ro) and talus (SV:ta).

Iverson and Cadrin (2003) describe the sensitive SV subclasses below:

“Shrub Ecosystems (SV:sh) occur on small rock outcrops with cracks and crevices. They most commonly occur in a grassland matrix. These ecosystems are often steep with soils restricted to small pockets. Scattered shrubs grow in cracks and cliff ferns often grow in small crevices.

Cliff Ecosystems (SV:cl) are steep, vertical cliffs, often found above talus ecosystems. Cliffs have minimal vegetation that is restricted to cracks and crevices, narrow ledges and small soils pockets. Shrubs typically occur in crevices and grasses and forbs occur in small soil pockets on ledges.

Talus Ecosystems (SV:ta) occur on steep slopes covered with angular rock fragments, usually below rock outcrops or cliffs. Soil is restricted to small pockets between rock

fragments. Vegetation usually includes scattered trees, shrubs and cliff ferns. Occasional grasses and forbs grow in soil pockets between rock fragments. Vegetation cover is higher on sites with smaller rock fragments where there is more soil.

Rock Outcrop Ecosystems (SV:ro) occur on areas of exposed rock that have very little soil development and sparse vegetation cover. Vegetation cover typically consists of bunchgrasses and scattered shrubs that are restricted to crevices and pockets of soil. These ecosystems are gently to steeply sloping, but are neither vertical (these are cliff ecosystems), nor dominated by shrubs (these are shrub ecosystems).”



Plate 3.1-6. Mosaic of sparsely vegetated ecosystems, including cliffs (SV:cl), rock outcrops (SV:ro) and talus (SV:ta), with mature conifer woodland (WD:6) above.



Plate 3.1-7. A small talus (SV:ta) slope below cliffs (SV:cl).

3.1.6 Riparian (RI)

Riparian Ecosystems are associated with and influenced by freshwater, generally along rivers, streams, and creeks, but for SEI, also include fringes around lakes. Ecosystems are influenced by factors such as erosion, sedimentation, flooding, or subterranean irrigation due to proximity to the waterbody. Riparian ecosystems form a transition zone between aquatic and terrestrial ecosystems and encompass areas (often linear) along creeks, streams, rivers and lakes that have more soil moisture, and therefore often have noticeably different vegetation, than the adjacent upland. They are subject to fluctuating water tables and flooding and the soils are usually nutrient-rich. Riparian ecosystems are also generally more humid and have greater air circulation than surrounding areas, resulting in a slightly different microclimate. Riparian ecosystems are well known to have significant ecological value, including high biodiversity and a wide variety of wildlife habitat (including the rare Lewis's Woodpecker in the City). They also provide important ecosystem services, such as flood control.

Seven subclasses are recognized in the study area: High Bench (RI:fh), Medium Bench (RI:fm), Low Bench (RI:fl), Disturbed Floodplain (RI:fd), Gully (RI:gu), Gravel Bar (RI:gb), and River (RI:ri).

Medium bench floodplains (RI:fm) are flooded every one to six years for short periods (10 to 25 days). They contain deciduous (mainly cottonwood) or mixed forest dominated by species tolerant of flooding and periodic sedimentation. Typical RI:fm in the study area are extents of young to mature cottonwood floodplains that occur along the majority of the Granby and Kettle Rivers. High bench floodplains (RI:fh) are periodically and briefly inundated by high waters, but contain lengthy subsurface flow in the rooting

zone. They are less common than RI:fm, and often contain a large component of coniferous trees. RI:fl are low bench floodplains that are flooded at least every other year for moderate periods of the growing season. They contain plant species adapted to extended flooding and scouring, typically low covers of shrubs such as willow and cottonwood (Plate 3.1-8; MacKenzie & Moran 2004, Metro Van Parks 2010).

Disturbed Floodplain (RI:fd) is a subclass that was created for this project. The Grand Forks area has a high number of riparian areas along the Granby and Kettle Rivers that have been modified in various ways. These areas include portions of dikes, rip-rap and old fill, and other disturbances. While modified, many of these areas contain ecosystems that are partially functional, and may be prime locations for future restoration.

Gully (RI:gu) ecosystems are typically linear communities that occur at the base of moderate to steep sides valleys and ravines. Permanent or intermittent watercourses that flow through the gullies result in continual soil moisture or seepages. Gullies can be highly productive and diverse relative to the typically dry, open landscape they occur within. In the Grand Forks areas they are limited in extent, occurring in areas otherwise dominated by grasslands and aspen copses.

River (RI:ri) includes large river ecosystems, excluding gravel bars, and smaller creeks and streams that are devoid of vegetation. Gravel Bars (RI:gb) are non-vegetated areas within the river that change on a yearly basis.



Plate 3.1-8. Low bench floodplain (RI:fl) in the foreground, with medium bench floodplain (RI:fm) behind.

3.1.7 Wetland (WN)

Wetland ecosystems are found where soils are saturated by water for enough time that the excess water and resulting low oxygen levels influence the vegetation and soil. The water influence is generally seasonal or year-round and occurs either at or above the soil surface or within the root zone of plants. Wetlands are usually found in areas of flat or undulating terrain. Three sensitive subclasses are recognized in the study area: marshes (WN:ms), swamps (WN:sp), and shallow water (WN:ow). (Metro Van Parks 2010)

Marshes (WN:ms) are characterized by permanent or seasonal flooding by nutrient-rich waters. They are dominated by sedges, cattails and rushes, often with one or two species forming the majority of the thick vegetative cover (Plate 3.1-9; MacKenzie & Moran 2004).

Swamps (WN:sp) are wooded wetlands dominated by 25% or more cover of flood-tolerant trees or shrubs. They are characterized by periodic flooding and nearly permanent sub-surface water flow through mixtures of mineral and organic materials; swamps are high in nutrient, mineral and oxygen content. While swamps occur in a variety of landscape positions, they are most often found in small depressions in level areas, and gently sloping toes along creeks and streams. They are highly variable, but typically contain thick shrub layers and an irregular tree canopy (MacKenzie & Moran 2004).

Shallow Water (WN:ow) wetlands are characterized by still or slow-moving water less than 2 m in depth in mid-summer. They are often transitional between deep water bodies and other wetland ecosystems (Plate 3.1-10). Vegetation is general limited to a few species of floating aquatic species (such as yellow pond lily and duckweed) and/or submerged aquatic species (MacKenzie & Moran 2004; Metro Van Parks 2010).



Plate 3.1-9. Cattail marsh wetland (WN:ms) is blue-listed in the region.



Plate 3.1-10. Typical wetland complex with Shallow Open Water (WN:ow) in the foreground, Marsh (Wn:ms) in the middle, and Swamps (WN:sp) in the background.

3.1.8 Freshwater (FW)

Freshwater ecosystems include bodies of water such as lakes and ponds that usually lack floating vegetation. One subclass was found in the study area; Freshwater Ponds (FW:pd). FW:pd are naturally occurring, small bodies of open water (ponds), greater than 2 m deep and generally less than 50 ha, with little to no floating vegetation (Plate 3.1-11).



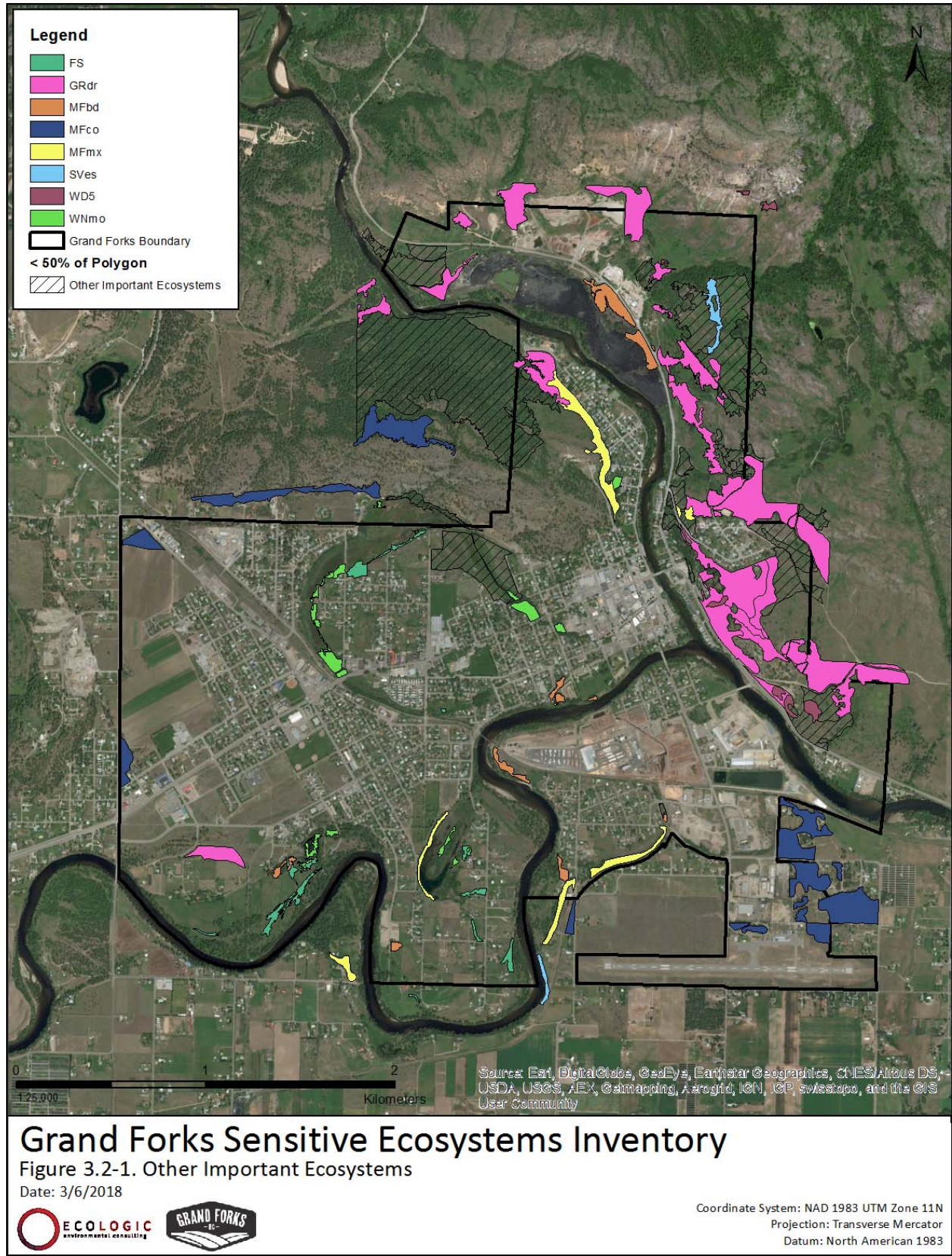
Plate 3.1-11. Freshwater Pond (FW:pd) with Shallow Open Water (WN:ow) and Marsh (WN:ms) in the background.

3.2 OTHER IMPORTANT ECOSYSTEMS

Other Important Ecosystems (OIE) are mapped to identify important elements of biodiversity or recruitment sites for ecosystems at risk or important wildlife habitat requiring recovery or restoration. While these areas are not currently considered to be sensitive, they may evolve (such as mature forests progressing to old forests) in the future to sensitive classes. They also may serve as important landscape level linkages to allow for the flow of genetic material. As the SEI system for the City continues to be developed and improved, some of the OIE classes may be changed to sensitive. Table 3.2-1 lists the SEI classes and subclasses that are considered to be OIE (Figure 3.2-1).

Table 3.2-1. Other Important Ecosystems

SEI Class	SEI Subclass	Brief Description
MF: Mature Forest		Forests > 80 yrs, < 140 yrs.
MF	co: coniferous	Conifer-dominated (> 75% of stand composition).
MF	mx: mixed	Stand composition > 25% conifer and > 25% broadleaf.
MF	bd: broadleaf	Broad-leaf dominated (> 75% of stand composition).
WD: Woodland		Dry site, open stands with between 10 and 25% tree cover including Douglas fir and Ponderosa pine. Patchy shrubs such as Saskatoon and oceanspray are common. Often associated with rock outcrops and cliffs.
WD	5: young forest	Trees are > 10 m tall and have 10% or greater cover, dominated by young trees about 40–80 years old.
GR: Grassland		
GR	dr: disturbed	Dry grassland with variety of introduced grass and herbs.
SV: Sparsely Vegetated		Areas with 5–10% vascular vegetation.
SV	es: exposed soil	Any area of exposed soil that is not in other definitions.
WN: Wetland		Terrestrial – freshwater transitional areas.
WN	mo: modified	Modified wetlands (including non-native species such as maple or reed canarygrass) that still retain some wetland functions and processes.
FS: Seasonally Flooded Fields		Annually flooded cultivated fields, hay fields, range land, or old fields.



3.2.1 Mature Forest (MF)

Mature forests are stands that are 80 to 140 years in age. Subclasses include coniferous (MF:co), mixed (MF:mx), and broadleaf (MF:bd). This forest type covers a small portion of the study area and contains significant wildlife habitat, floral diversity, and buffers to riparian areas. The more sensitive elements of these stands are included in various classes of the Sensitive Ecosystems (such as floodplains). While not considered to be sensitive ecosystems, mature forests are classified as OIE due to the many ecosystem services they provide, and as recruitment stands for eventual old forests.

3.2.2 Woodland (WD:5)

Young conifer woodlands (WD:5) occur in similar conditions as described in the SE Woodland section: generally hot, dry and rocky mountain slopes. Young stands are considered to be OIE as they may not have had time (post-disturbance) to develop important habitat features or rare species. Additional study is required to determine the actual extent of these communities (slow growth on many sites gives the impression of a young stand, but they may be older) and the ecological values they provide.

3.2.3 Grassland (GR:dr)

The Disturbed Grassland (GR:dr) subclass includes a wide variety of grassland communities. These communities are typically close to developed areas and roads, and likely were used as range land. They contain a wide variety of introduced and invasive grasses and herbs (Plate 3.1-12). While modified, these areas often contain a portion of the ecological services that the native grasslands provide (such as wildlife forage and snake habitat) and are susceptible to further disturbance.



Plate 3.1-12. Disturbed grassland (GR:dr) with a high cover of introduced grass and herbs.

3.2.4 Sparsely Vegetated (SV:es)

The Exposed Soil (SV:es) subclass of the Sparsely Vegetated ecosystem class was not field-verified, and is limited in extent. Naturally occurring exposed soils have minimal vegetation development and are highly susceptible to erosion and invasive species. In some landscapes they provide important niche wildlife habitat. This subclass has been placed in the OIE category until additional field studies can provide more information.

3.2.5 Wetland (WN:mo)

Modified wetlands (WN:mo) are common throughout the City. Two main types were observed: swamps that contained a large portion of introduced species, such as Norway maple (Plate 3.1-13), and marshes dominated by introduced or invasive grasses such as reed canarygrass and orchard grass (Plate 3.1-14) that occurred adjacent to developed and agricultural areas or in old riverine side channels. Modified wetlands often continue to provide important ecological services (such as water storage, and limited wildlife habitat), but contain reduced biodiversity. They are prime locations for ecological restoration.



Plate 3.1.13. Modified wetland (WN:mo) dominated by introduced and invasive grasses, with a native marsh (WN:ms) to the right.



Plate 3.1-14. Modified swamp wetland (WN:mo) that is dominated by introduced shrubs.

3.2.6 Seasonally Flooded Fields (FS)

Seasonally flooded fields are typically current or old agricultural or range land located on active floodplains. A portion of the area is expected to flood in any given year, resulting in the potential for abnormal vegetation or wildlife communities to develop or for temporary wildlife habitat to occur (Plate 3.1-15). These areas are not generally considered to be sensitive as they are highly disturbed or modified, but they are useful to separate as distinct ecosystem types for future analysis.



Plate 3.1-15. A Seasonally Flooded Field (FS) located next to a wetland complex.

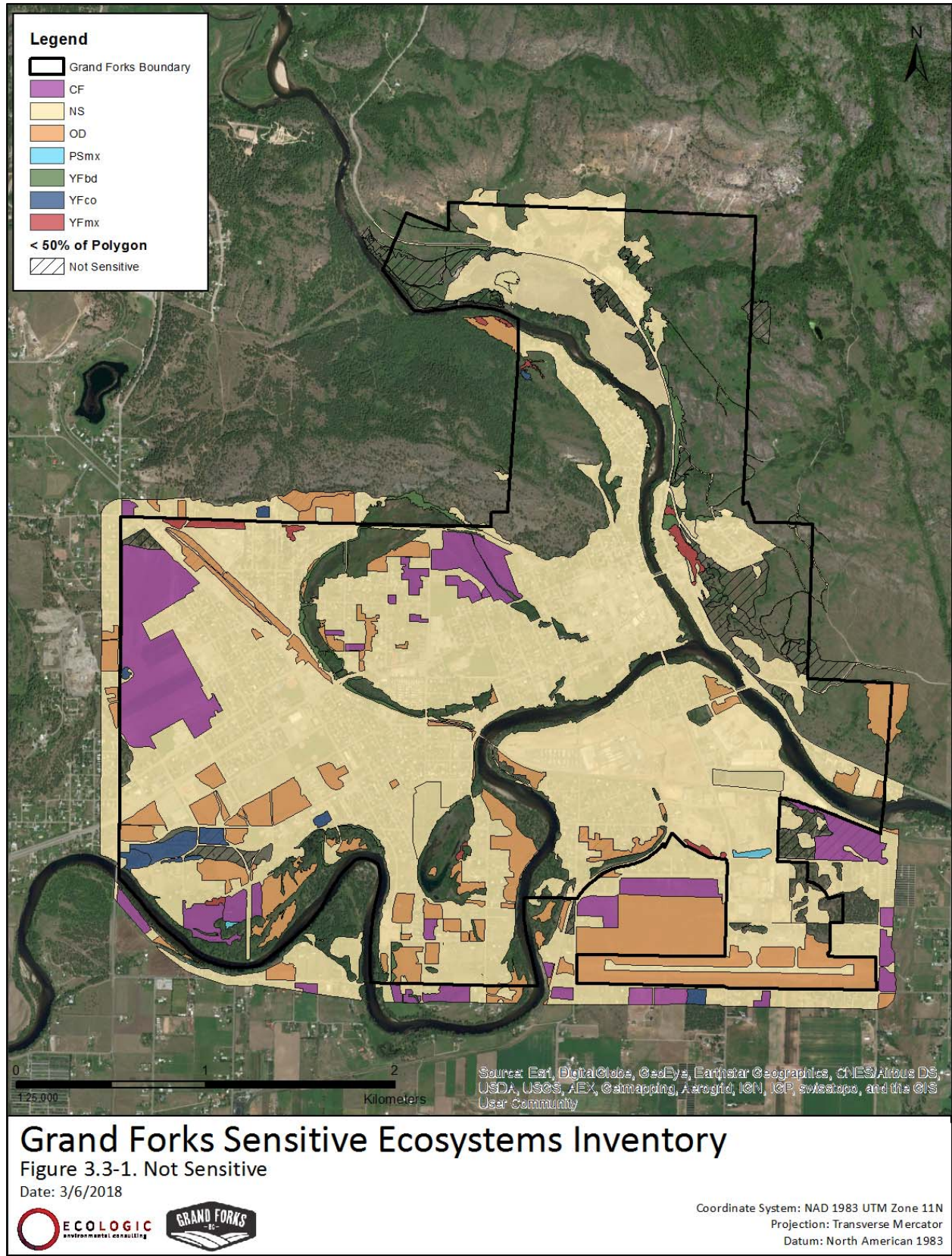
3.3 NOT SENSITIVE

Mapped areas that do not fall in the SE and OIE classes (primarily those with recent or permanent disturbances) are classified as Not Sensitive Ecosystems. The following section provides a brief description of each NS subclass (Table 3.3-1).

Table 3.3-1. Not Sensitive Ecosystems

SEI Class	SEI Subclass	Brief Description
YF: Young Forest		Patches of forest – stands > 30 yrs, < 80 yrs
YF	co: coniferous	Conifer-dominated (> 75% of stand composition)
YF	mx: mixed	Stand composition > 25% conifer and > 25% broadleaf
YF	bd: broadleaf	Broad-leaf dominated (> 75% of stand composition)

SEI Class	SEI Subclass	Brief Description
PS: Pole Sapling		Trees > 10 m tall, usually 10 - 15 yrs
PS	mx: mixed	Stand composition > 25% conifer and > 25% broadleaf
WD: Woodland		Dry site, open stands with between 10 and 25% tree cover including Douglas fir and Ponderosa pine. Patchy shrubs such as Saskatoon and oceanspray are common. Often associated with rock outcrops and cliffs.
WD	3: shrub/herb	Shrub cover 20% or greater, tree cover less than 10%
OD: Old Field		Old field ecosystems. May have evidence of old dirt roads and cultivation.
CF: Cultivated Field		Field currently or recently used for various types of agriculture.
NS: Not Sensitive		Disturbed and permanently developed/modified areas.



3.3.1 Young Forest (YF)

Young forest includes stands that are 30 to 80 years old. Subclasses include coniferous (YF:co), mixed (YF:mx) and broadleaf (YF:bd). In the study area, most young forests are the result of previous logging, clearing, or forest fires. They are not considered to be sensitive ecosystems as young forest generally do not contain attributes that are required for wildlife habitat, have limited vertical structure, and are often comprised of early successional species (with low biodiversity in general). Over time and in the absence of disturbance, these stands will develop into mature forests and develop attributes that may lead to greater importance and therefore sensitivity.

3.3.2 Pole Sapling (PS)

Pole sapling includes stands that are 10 to 15 years old and less than 10 m in height. One subclass was mapped in the study area: Mixed (PS:mx). Pole sapling ecosystems are early successional stages that occur as shrub- and/or herb-dominated areas begin to develop into forests. Biodiversity and wildlife habitat values are limited, and they typically have had recent significant stand level disturbances.

3.3.3 Woodland (WD:3)

Woodlands are classified based on an open canopy cover (less than 25%) and their occurrence on dry, water shedding sites, often with thin soils. The WD:3 (shrub/herb) subclass is assumed to be a post-disturbance site. While they may eventually develop into proper woodlands, the past disturbance limits the current ecological value.

3.3.4 Old Field (OD)

Old fields are generally dominated by a high cover of herbaceous species. These areas have persisted as fields for a significant period of time and may have higher than expected biodiversity and/or the potential for rare species. In the Grand Forks area, most old fields were dominated by a wide variety of introduced and invasive species. As such they are mapped as distinct ecosystem types, even though they are considered to be not sensitive.

3.3.5 Cultivated Field (CF)

Cultivated fields include areas that are currently or recently being used for agriculture. They are distinguished from old fields by obvious signs of plowing and established crops. They were mapped separately as they may turn into Old Fields in the future. Cultivated Fields are assumed to have little to no native species and low overall biodiversity.

3.3.6 Not Sensitive (NS)

Not sensitive includes any area with significant recent (such as logging) or permanent (such as roads, residential areas, etc.) disturbance. These areas are considered to have no significant ecological value in the landscape.

4. CONSERVATION MAPPING

In order to aid conservation planning, the SEI mapping was used to model the habitat suitability for Western Rattlesnake and Lewis's Woodpecker. These species were selected as they utilize different portions of the landscape, are rare species, and are well-documented to occur in the City. This modelling was completed to show the utility of the SEI mapping for future conservation-related projects. Any species or ecological value can be spatially assessed if a rank can be determined for a given ecosystem type.

For the two selected species, each SEI class and subclass was assessed by local biologist Jenny Coleshill (Granby Wilderness Society) using a four rank (Table 4-1) system (nil, low, medium, and high) for its suitability to provide features selected by the species for living (feeding, travel) and breeding (large cottonwood snags) or denning (rock and talus caves and crevasses; Table 4-2).

Table 4-1. Habitat Suitability Ranks

Value	Rank	Description
0	Nil	Habitat not used by species
1	Low	Limited potential use based on habitat present in the ecosystem type.
2	Medium	Moderate attraction to features present in the ecosystem type.
3	High	Species strongly attracted to the habitat for feeding or breeding (large cottonwood snags) or denning (rock and talus caves).

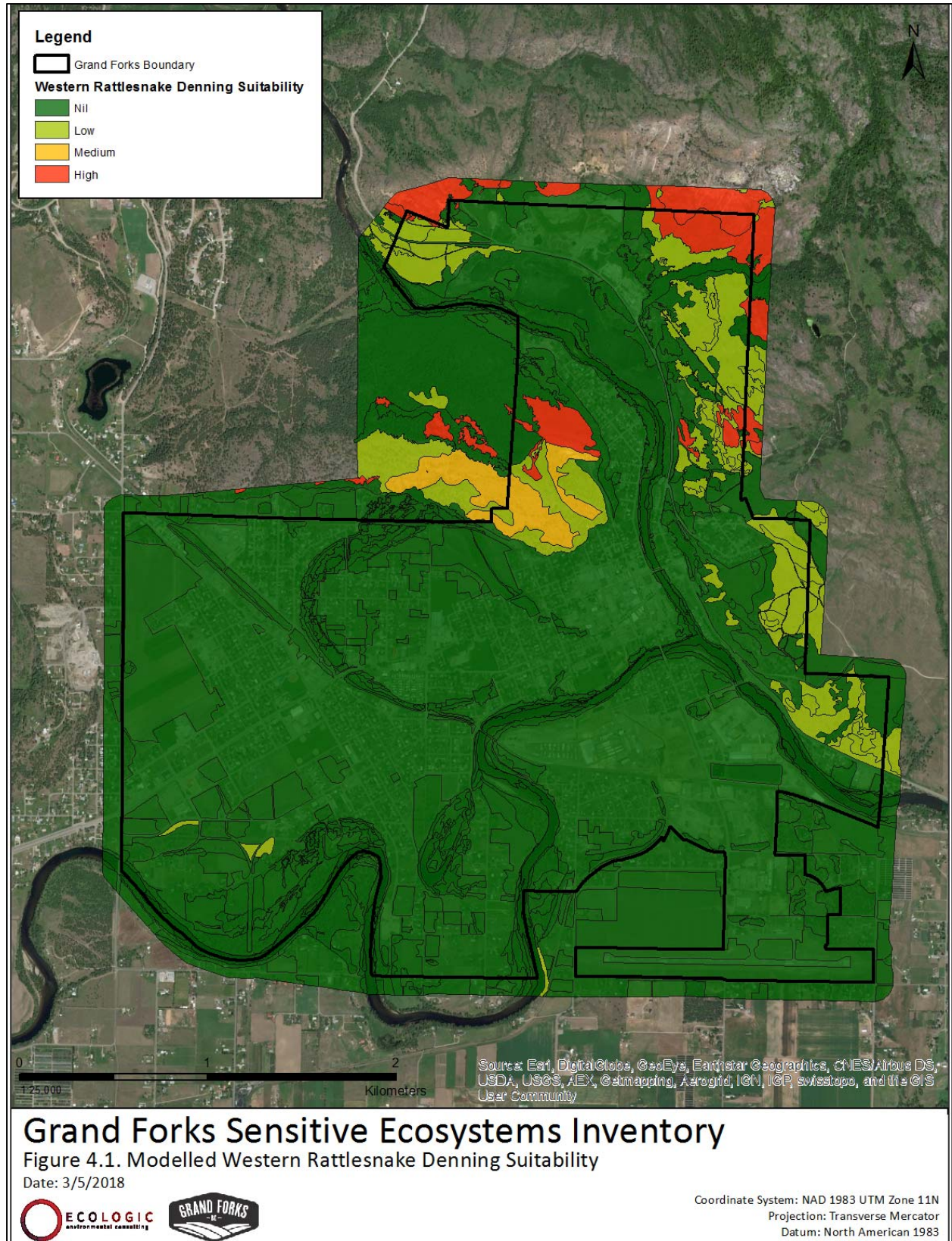
The result of this assessment is a simplistic model that does not take into account actual species occurrence data; rather it uses the ecosystem mapping to give an indication of where suitable habitat occurs. Figure 4-1 depicts Western Rattlesnake denning suitability and Figure 4-2 depicts the Western Rattlesnake living suitability, while Figures 4-3 and 4-4 present the Lewis's Woodpecker breeding and living suitability.

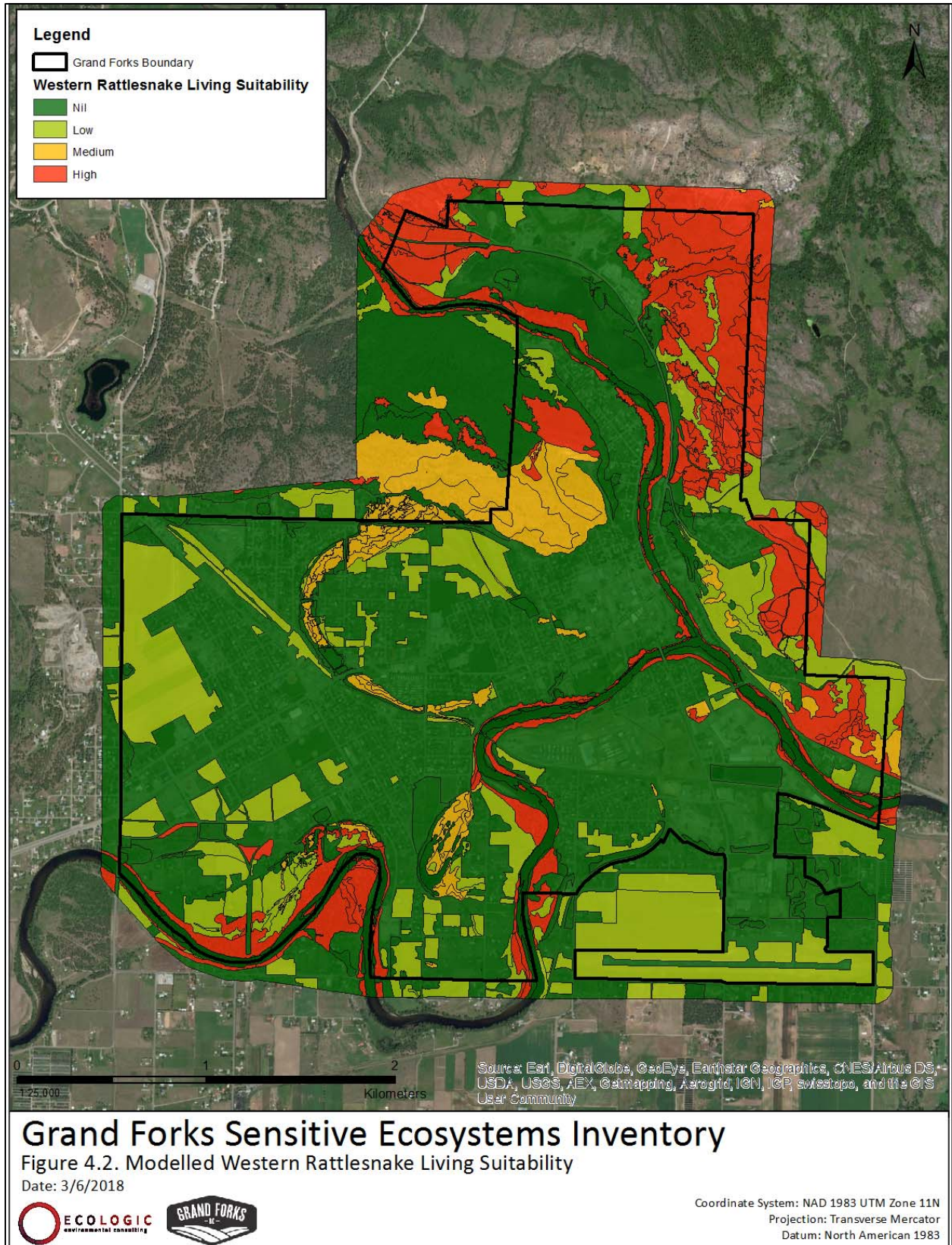
Table 4-2. Habitat Suitability Ranks for Western Rattlesnake and Lewis's Woodpecker

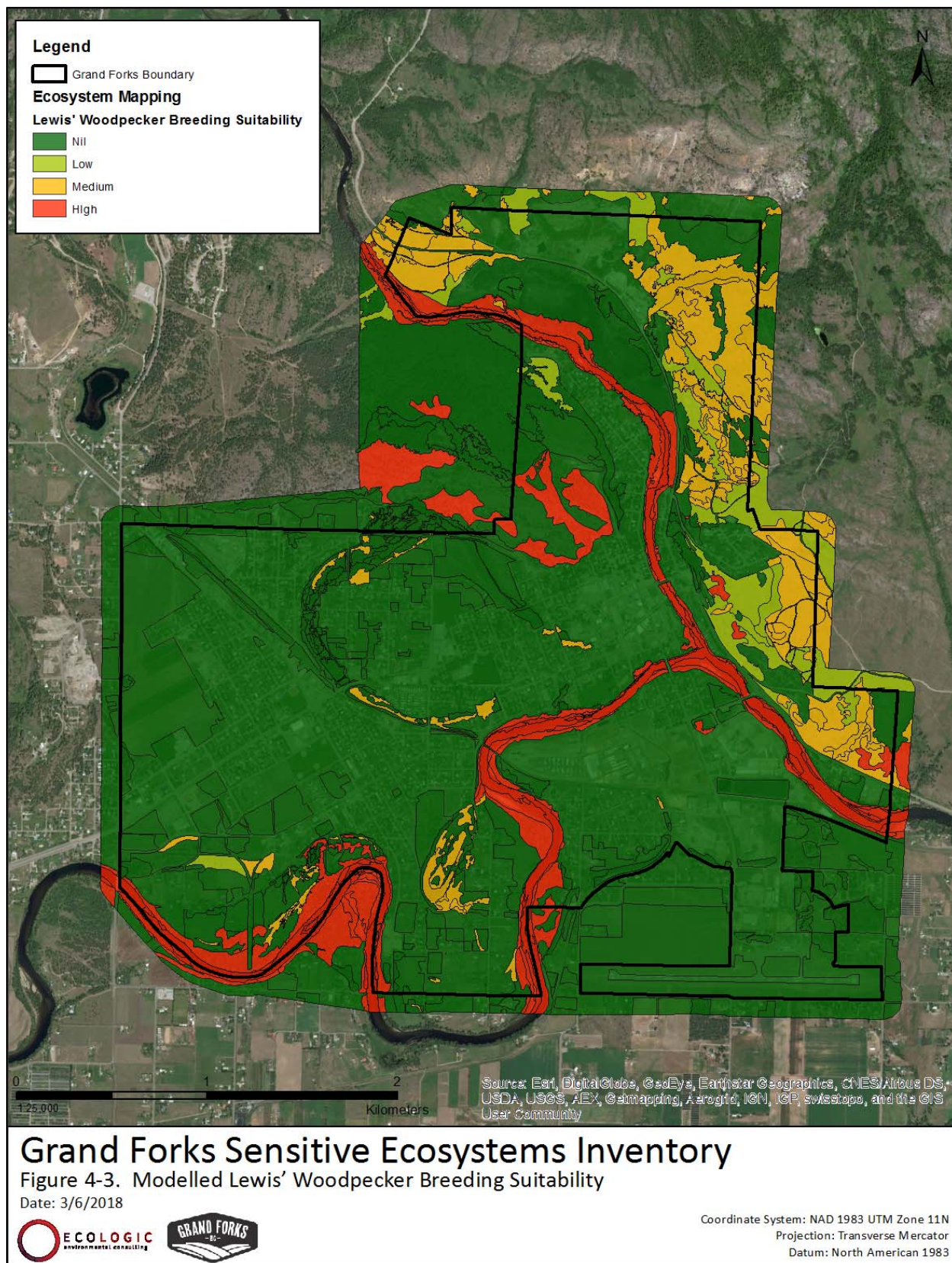
SEI Class	SEI Subclass	Lewis's Woodpecker		Western Rattlesnake	
		Living	Breeding	Living	Denning
OF: Old Forest					
OF	co: coniferous	0	0	0	0
MF: Mature Forest					
MF	co: coniferous	0	0	0	0
MF	mx: mixed	0	0	0	0
MF	bd: broadleaf	0	0	0	0
YF: Young Forest					

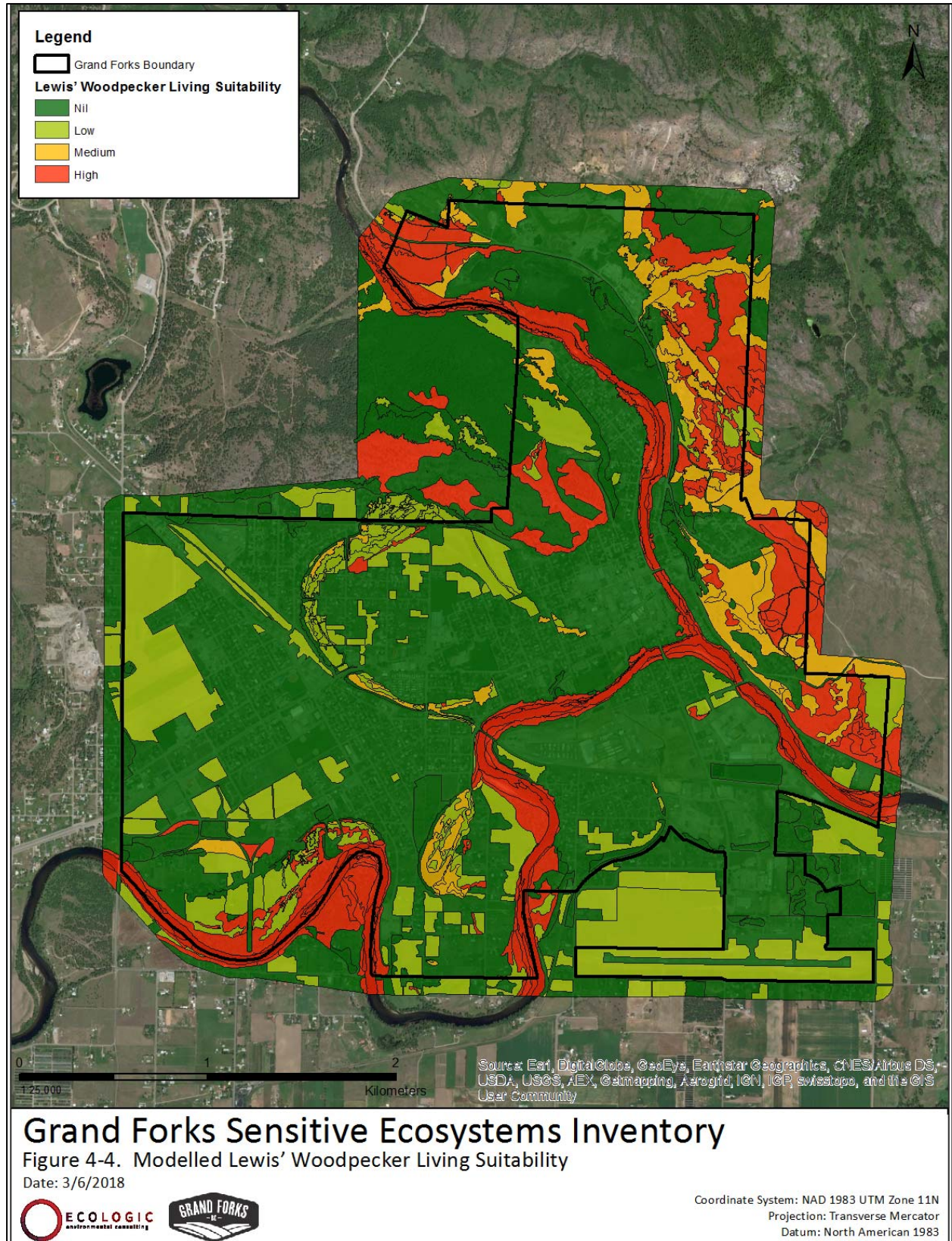
SEI Class	SEI Subclass	Lewis's Woodpecker		Western Rattlesnake	
		Living	Breeding	Living	Denning
YF	co: coniferous	0	0	0	0
YF	mx: mixed	0	0	0	0
YF	bd: broadleaf	0	0	0	0
PS: Pole Sapling					
PS	mx: mixed	0	0	0	0
BW: Broadleaf Woodland					
BW	ac: aspen copse	2	2	3	0
BW	as: aspen seepage	2	2	3	0
WD: Woodland					
WD	4: pole sapling	2	2	2	1
WD	5: young forest	2	2	2	1
WD	6: mature forest	3	3	2	1
GR: Grassland					
GR	gr: bunchgrass	3	2	3	1
GR	sh: shrub	3	2	3	1
GR	dr: disturbed	2	1	1	0
SV: Sparsely Vegetated					
SV	sh: shrub	1	0	3	3
SV	cl: cliff	0	0	2	2
SV	ro: rock outcrop	0	0	3	3
SV	ta: talus	0	0	3	3
SV	es: exposed soil	0	0	1	1
RI: Riparian					
RI	fh: high bench	3	3	3	0
RI	fm: medium bench	3	3	3	0
RI	fl: low bench	3	3	3	0
RI	fd: disturbed floodplain	3	3	3	0
RI	gu: gully	3	3	3	0
RI	gb: gravel bar	3	3	0	0
RI	ri: river	3	3	0	0

SEI ClassSEI Subclass		Lewis's Woodpecker		Western Rattlesnake	
		Living	Breeding	Living	Denning
WN: Wetland					
WN	ms: marsh	1	0	2	0
WN	sp: swamp	2	2	2	0
WN	ow: shallow water	2	2	0	0
WN	mo: modified	1	0	0	0
FW: Lakes and Ponds					
FW	pd: pond	0	0	1	0
FS: Seasonally Flooded Fields		3	2	1	0
OD: Old Field		1	0	1	0
CF: Cultivated Field		1	0	1	0
NS: Not Sensitive		0	0	0	0









5. RECOMMENDATIONS

This report presents an initial assessment of the sensitive ecosystems present in the Grand Forks area. While we believe it is an accurate representation of the study area, several improvements could be made:

- Additional field verification. Particularly in the grasslands and old forest ecosystems which were poorly inventoried. As well, site visits to private land were not included in this assessment, limiting field verification to visual observations from road sides.
- Full ecosystem classification. SEI is by nature a simplistic method of classifying ecosystems. It is designed as a communication tool to allow for relatively easy descriptions and presentation of what is normally much more complex ecosystem mapping (such as Terrestrial Ecosystem Mapping). For many sensitive ecosystem subclasses, a full ecosystem description to the Biogeoclimatic Ecosystem Classification (BEC) site series level would be ideal and enable the status (red and blue listed as per the BC Conservation Data Centre) of the ecosystems to be determined.

The conservation planning section presented in this report was intended to provide an example of what can be done with the SEI base layer. The two simplistic models illustrate how ecosystem data can be ranked and spatially portrayed to provide an idea of habitat suitability for two at risk species. The same approach can be taken with any species or other ecological value as per the interest of the final users.

Another conservation planning tool that could be created from these data is an Environmentally Sensitive Areas (ESA) assessment. An ESA moves beyond just the sensitive ecosystem classifications, to combine it with any other value of your choice. Using a value matrix, multiple disparate values can be combined into a single spatial product to help guide future conservation projects (such as parks, and potential locations for restoration), and provide input into appropriate locations for future development (such as the creation of environmental development permit areas).

REFERENCES

- BC Ministry of Environment, Lands and Parks and Ministry of Forests. 1998. *Field Manual for Describing Terrestrial Ecosystems*. BC Ministry of Environment, Lands & Parks and Ministry of Forests, Victoria, BC.
- Iverson, K. and Cadrin, C. 2003. *Sensitive Ecosystems Inventory: Central Okanagan, 2000 - 2001*. Volume 1: Methodology, Ecological Descriptions, Results and Conservation Tools. Technical Report Series No. 399, Canadian Wildlife Service, Pacific and Yukon Region, British Columbia.
- MacKenzie, W.H. and J.R. Moran. 2004. *Wetlands of British Columbia: A Guide to Identification*. Ministry of Forests, Land Management Handbook 52.
- Resources Inventory Committee. 1998. *Standard for terrestrial ecosystem mapping in British Columbia*. Prepared by Ecosystems Working Group, Terrestrial Ecosystems Task Force, Resources Inventory Committee.
- Resource Inventory Standards Committee (RISC). 2006. *Standard for Mapping Ecosystems at Risk in British Columbia: an Approach to Mapping Ecosystems at Risk and Other Sensitive Ecosystems*. Prepared by BC Ministry of Environment Ecosystems Branch for the Resources Information Standards Committee.

Personal Communications

- Josephine Clark and Janice Jarvis. 2010. Metro Vancouver Regional Parks. Personal communication: Email conversation regarding SEI classification system. Proposed Metro Vancouver Parks Sensitive Ecosystems Inventory Classification.
- Jenny Coleshill. January 2018. Granby Wilderness Society. Personal communication: Email and phone conversation regarding conservation planning.

Request for Decision



To: Regular Meeting
From: **Corporate Services**
Date: March 26, 2018
Subject: Grand Forks Art Gallery Revised Lease Agreement
Recommendation: **THAT COUNCIL approves the changes made to the pre-existing lease between the Grand Forks Art Gallery Society and the City of Grand Forks as presented.**

Background

Council to note that this has been an extended process to get to this point of completion. In the 2016 budgeting process, Staff had received direction from Council for a review of the current lease for the Grand Forks Art Gallery Society. In the mid to latter part of 2016, staff referred the document onto legal for their opinion and to document the proposed changes to bring the lease document into current standards, and to further remove or add pieces of the lease that could potentially present issues for the City into the future. The attached "redlined" document indicates the proposed changes from the legal aspect and in conversation with staff.

During latter 2016 and early 2017, the City saw significant changes to staff members who were directly involved with this project – the Deputy Corporate Officer and CAO at the time. Recently, the Art Gallery experienced changes to their staff as well. In 2017, the current staff members met with Gallery 2 to discuss the proposed changes, and they, in turn, needed to refer the changes to their legal team. Resulting from conversations and meetings back and forth, we have the final revised lease which is now presented to Council for their consideration to approve.

Council is to note that this is merely a revision of the current lease language and does not extend the 25-year lease period.

Benefits or Impacts

General

Council direction to staff to modify the lease agreement noting there was problematic language in the past lease and to bring up to current best practice.

Strategic Impact



Community Engagement

- Partnership with the Art Gallery Society provides a popular venue for community events and to attract visitors to the area



Community Livability

- A popular venue for events



Fiscal Responsibility

- Following the best practices of the current lease

Policy/Legislation

Council has the authority to enter into lease agreements with organizations for provisions of service to the community

Attachments

- 1) Past lease showing proposed changes as per legal consultation
 - 2) Finalized lease document for consideration to approve
-

Recommendation

THAT COUNCIL approves the changes made to the pre-existing lease between the Grand Forks Art Gallery Society and the City of Grand Forks as presented.

Options

1. RESOLVED THAT Council accepts the report.
2. RESOLVED THAT Council does not accept the report.
3. RESOLVED THAT Council refers the matter back to staff for further information.

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 ____, 2014

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) ~~"Building Service Costs" means the costs as outlined in Schedule "A" attached to and forming part of this agreement;~~
- c) ~~"Commencement Date" means the 1st day of April, 2009.~~
- d) ~~"Lands" means those certain lands legally described as: Lots 5-7, Block 20, Plan Number 23, District Lot 108, L.D. 54~~
- e) ~~"Operating Agreement" means the Agreement dated for reference entered into between the City-Landlord and the Gallery-Tenant for providing the funding for, and services to be provided by, the Gallery-Tenant within the Building and Premises, as approved by the municipal Council of the Landlord.~~
- f) ~~"Operating Costs" means the costs of maintaining and operating the "Premises" in a fit for purpose condition so that the Gallery can carry out its activities;~~

Commented [JS1]: Unnecessary

Commented [JS2]: This definition should include the PID and a civic address.

Commented [JS3]: Unnecessary

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

g) ~~"Operating Agreement" means the separate agreement between the City and the Gallery pertaining the terms and conditions of the services to be provided by the Gallery to the City and the funding to be provided by the City to the;~~

h)e) "Premises" means ~~those parts of the~~ **L**ands and **B**uilding that are outlined in bold on the plan attached hereto as Schedule "B"

i)f) "Term" means the term of years and days commencing on the Commencement Date as set out in Article 2.2.

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 **L**ease, 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 **L**ease 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** ~~Tenants~~ expenses, ~~direct or indirect~~, 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 ~~on the lease in the Term at the effective date of termination~~, excluding any ~~options for renewal~~ period. The Tenant may cancel and terminate this **L**ease 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 ~~at the expiration of the Term referred to in Article 2.2 hereof~~, the Tenant desires a renewal of ~~the this~~ **L**ease for a further term of twenty five (25) years, or any lesser

Commented [JS4]: The City is okay with this? This is very significant notice.

Commented [JS5]: If the City is responsible for indirect expenses it opens itself up to all manner of expenses remotely connected to the Society's costs of moving.

Commented [JS6]: So the lease becomes more costly for the City to terminate in its later years?

Please confirm this is the intent of the parties.

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

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.

Commented [JS7]: Does this mean that when the Tenant gives notice of its intention to renew the lease that the parties will negotiate new terms, or does it mean that when the Tenant gives notice of its intention to renew the lease the Landlord is bound to grant the renewal term which is on the terms of this lease?

3. RENT, TAXES AND OTHER CHARGES

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 Building Premises for the purposes of providing City-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 all-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'

Commented [JS8]: This term is used three times in this lease but is never defined.

Are their tenant improvement expenses?

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

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

When basic rent or additional rent, payable hereunder by the Tenant to the Landlord is in arrears, the Landlord shall advise ~~the~~ 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 ~~an~~ interest at the same rate as is applicable to property taxes which are in the arrears ~~and or~~ delinquent ~~property taxes~~. 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

Commented [JS9]: Did the parties agree on who will pay the Property Taxes?

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Landlord may incur ~~to pay all or~~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, 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

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

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 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.

Commented [JS10]: I'm not particularly knowledgeable concerning the costs of external auditors, but depending on the cost this condition may be onerous.

4. QUALITY AND USE OF THE PREMISES

~~[NTD...not needed ?] Examination of Premises~~

~~The Tenant has executed this lease prior to the renovation being complete. The Landlord consents that the Tenant will inspect the premises prior to occupation and bring to the attention of the Landlord any deficiencies for correction on capital improvements agreed to in Schedule C.~~

Commented [JS11]: This section was already deleted in the PDF version sent to me.

4.24.1 Possession and Use

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

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 ~~for~~

- (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, ~~and~~
- (d) ~~offices,~~ the Visitors Information Centre, ~~and~~
- (e) office space exclusively devoted to the above uses

without the prior written consent of the Landlord, such consent ~~may 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.

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Commented [JS12]: The City should confirm that the zoning permits the enumerated activities.

4.34.2 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.

4.44.3 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.

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4.54.4 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.

4.64.5 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.

4.74.6 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 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.

4.84.7 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

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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.

4.94.8 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 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 such 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

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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.

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 ~~and building~~ 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, and within one hundred and twenty (120) days~~

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~~thereof~~, 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.

Commented [JS13]: The agreement of purchase and sale that the Tenant decides to accept may provide for a longer period the deal closes.

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 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~~ the Premises to any lien.

7. REPAIRS, MAINTENANCE AND ALTERATIONS

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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, ~~and the amount of~~ funding allocated excludes costs of building envelope work, plate glass replacement and structural repairs to the ~~B~~building, along with all improvements, appurtenances and equipment, excepting from such standard of repair and maintenance ~~damaged by~~ ~~fire~~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 ~~it~~ does not include outside areas grounds maintenance, snow and garbage removal, ~~when necessary~~, from the adjacent sidewalks.

7.2 Inspection and Emergencies

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 ~~P~~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.

Commented [JS14]: How is the amount of funding determined?

From this section and section 7.4 I can deduce that the intent of the parties is that the Landlord allocates a certain amount of money for repairs, and the Tenant makes repairs using that money. However, this scheme is far from clear and would be best set out in more detail.

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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. ~~E~~failing such removal, the Landlord will 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

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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 Buildings, 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 ~~for in respect of~~ which the 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 ~~L~~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 ~~L~~lease will terminate save as herein expressly set out.

8.2 Document of Surrender

~~If this lease and the Terms are terminated for any reason, the Tenant will deliver to the Landlord forthwith a document surrendering this lease in form acceptable for registration in the appropriate Land Title Office if the lease has been registered.~~

Commented [JS15]: Unless this lease is for a whole parcel, which it appears it is not, it is not registrable in the Land Title Office.

Section 73 of the Land Title Act states that a lease of a part of a parcel constitutes a subdivision, and unless a plan of subdivision is registered in the LTO the lease cannot be registered.

The City has three choices: it can keep the Premises as is and not register the lease; it can register the lease with a plan of subdivision, or it can restrict the premises to the building only, in which case the lease can be registered.

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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 ~~broom-a~~ clean and tidy condition.

Commented [JS16]: I'm not sure what this means.

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 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

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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 or whose for whose the negligence of those for whom the Landlord is responsible at law;
- (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.

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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 ~~for bodily injury to any one or more persons, or property damage and 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 ~~affect 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 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 ~~named~~ insured with a cross-liability clause. The Tenant will cause any insurance policy obtained by it pursuant to this ~~L~~ease to contain a waiver of subrogation clause in favour of the Landlord.

10.4 Property Insurance

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Commented [JS17]: "additional named insured" is not a thing. A person who is an "additional insured" is covered against the same risks and to the same extent as the party who is the named insured in the policy.

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The Landlord agrees to purchase and keep in force throughout the term of this agreement "all risk" insurance for the ~~P~~remises. Notwithstanding this part, the Landlord has no obligation to acquire "contents" insurance on behalf of the Tenant ~~and can require that the Tenant purchase "contents" insurance~~. The Landlord will decide on the insurable limits of the "all risk" insurance policy for the ~~P~~remises 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.

Commented [JS18]: Tenant is required by section 10.1(a) to carry this 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, ~~at in~~ its sole discretion, decides that it will not repair or rebuild the Premises, this ~~l~~ease 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.

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

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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.

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 ~~if~~ such work cannot

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reasonably be completed or such materials reasonably obtained and utilized within ~~said~~ 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; ~~or~~

(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.

Commented [JS19]: The lease needs to be tied to the funding agreement

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;
- (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

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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 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

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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;
- (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.

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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 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

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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 ~~only at a rent per 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.

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.

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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 ~~Waste Management Act~~ 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.

Commented [JS20]: repealed

18.2 Compliance with Environmental Laws

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 environmental by anyone in or about the Premises and/or Lands.

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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, 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:

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- (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

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

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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.

Commented [JS21]: This clause is only operative should the lease be registered.

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

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

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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) ~~if~~ 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

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

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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, ~~such 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.

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.

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GRAND FORKS ART GALLERY SOCIETY By its authorized signatories:

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

I Building Service Costs to the account of the ~~City~~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 ~~B~~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 ~~o~~Operating ~~c~~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).

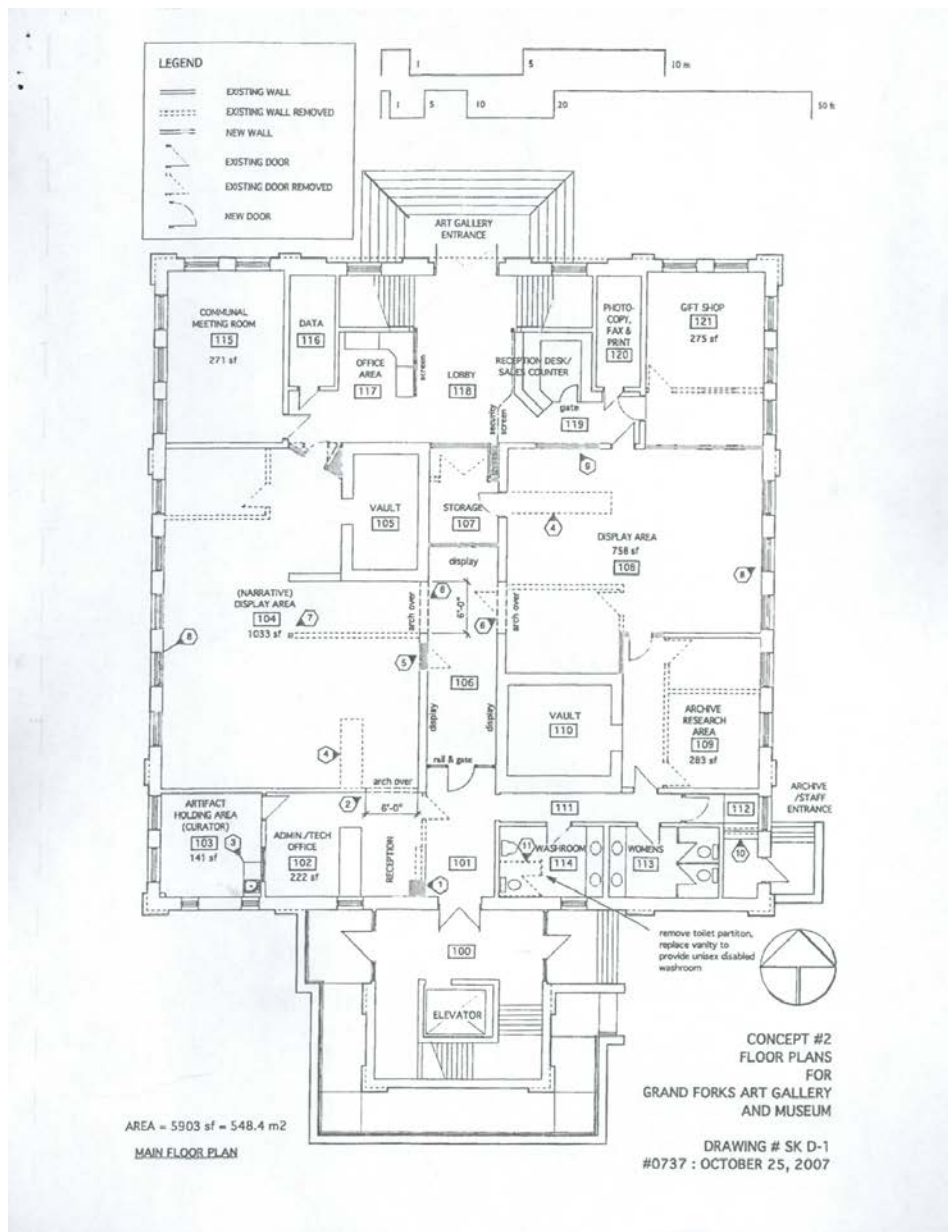
II. Building Service Costs to the Account of the ~~Gallery~~Tenant

- a) The costs of Tenant Improvements, in consultation with the ~~City~~Landlord

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- b) Water and sewer charges;
- c) Electric power charges;
- 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.

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**The City of Grand Forks and the Grand Forks Art Gallery Society
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THIS REVISED LEASE AGREEMENT dated as of the ____ day of ____, 2018

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 (respectively, P.I.D.'s 012-791-491, 012-791-512, and 012-791-521), and known as 524 Central Avenue, Grand Forks, BC, V0H 1H0.
- d) "Fee for Service 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.

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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 Article, the Landlord agrees to reimburse the Tenant for all actual and reasonable direct expenses incurred in relocating the Tenant's operations to alternate facilities to a maximum cost as determined in Schedule B. The Tenant may cancel and terminate this Lease upon providing the Landlord with two (2) years written notice at which time all Tenant expenses then owing to the Landlord under this Lease 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 two years' notice, in writing, to the Landlord of its intent to exercise the rights contained in this Lease. 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. Either party may commence negotiating a renewal term by giving notice to the other party 2 years before the conclusion of the Term. The renewal term negotiated between the parties shall grant the Tenant the right of first refusal as set out in Article 5.3. If the parties are unable to agree on a renewal term before the Term expires, the Landlord shall reimburse the Tenant for all actual and reasonable direct expenses incurred in relocating the Tenant's operations to alternate facilities to a maximum cost of \$30,000.

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3. RENT, TAXES AND OTHER CHARGES

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 an art museum for the Landlord as per the Fee for Service 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 Article 6.2 hereof.

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3.4 Interest on amounts in arrears

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.

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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, 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, 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

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

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 licenses required by law.

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,

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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 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

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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 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 Article. 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

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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.

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

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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 agree 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 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

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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 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

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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 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

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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 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.

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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 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

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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;
- (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.

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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 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.

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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.

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.

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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.

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

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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 Fee for Service 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;

(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;

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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 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

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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;
- (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

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Revised Lease Agreement (2018)

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 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.

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Revised Lease Agreement (2018)

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.

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.

The City of Grand Forks and the Grand Forks Art Gallery Society

Revised Lease Agreement (2018)

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 Article:

- (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 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:

The City of Grand Forks and the Grand Forks Art Gallery Society

Revised Lease Agreement (2018)

- (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 Article 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, 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,

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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 Article 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

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.

The City of Grand Forks and the Grand Forks Art Gallery Society

Revised Lease Agreement (2018)

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

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.

The City of Grand Forks and the Grand Forks Art Gallery Society

Revised Lease Agreement (2018)

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

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.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2018)

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 (2018)

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 (2018)

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

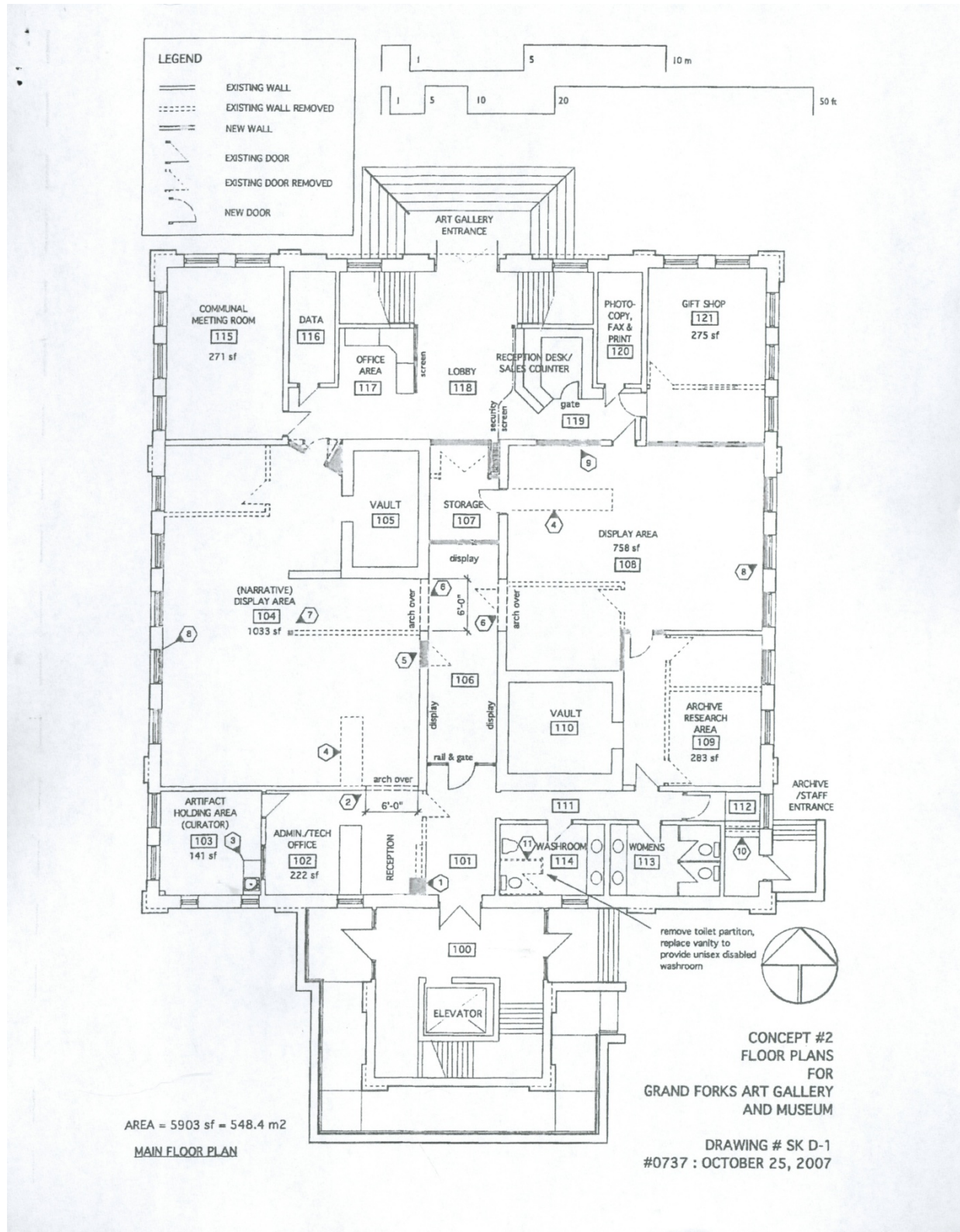
I Building Service Costs to the account of the Landlord include the following:

- 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;
- 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 Article 10.1.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2018)



The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2018)

Schedule "B" – Relocation cost schedule

Lease years remaining	Amount
15 - 11	\$30,000
10 - 6	\$45,000
5 - 1	\$60,000

DRAFT

Memo



To: Regular Meeting
From: **Engineering and Development**
Date: 2018-03-26
Subject: Cannabis Survey Results

Background

Staff issued a cannabis survey starting February 28 and the results in this memo were taken as of March 15, 2018. The goal was to gauge public opinion on the implementation of cannabis legalization. Three main questions were asked.

- What should the City consider when reviewing the location of retail cannabis stores?
- Where would you like to see retail cannabis stores allowed?
- Should the City consider prohibiting tobacco and cannabis smoking in other areas?

About 400 results were received through the online form and with paper copies available at City Hall. They were screened for duplicate entries.

Residents were split on the questions of prohibiting tobacco and cannabis smoking in other areas.

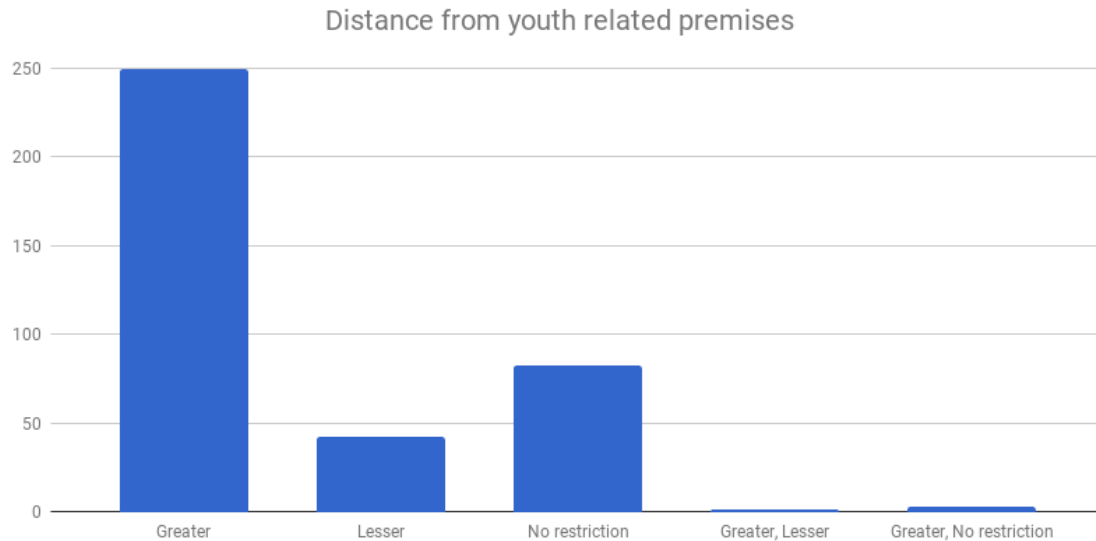
Residents would like to see little or no restriction on the distance between cannabis stores. Staff can implement this recommendation through the zoning and business licencing bylaws.

Table 1: Distance between stores by number of reponses.



Residents would like to see a large distance between youth related premises and cannabis stores. Staff can implement this recommendation through the zoning and business licencing bylaws.

Table 2: Distance from youth related premises by number of reponses.



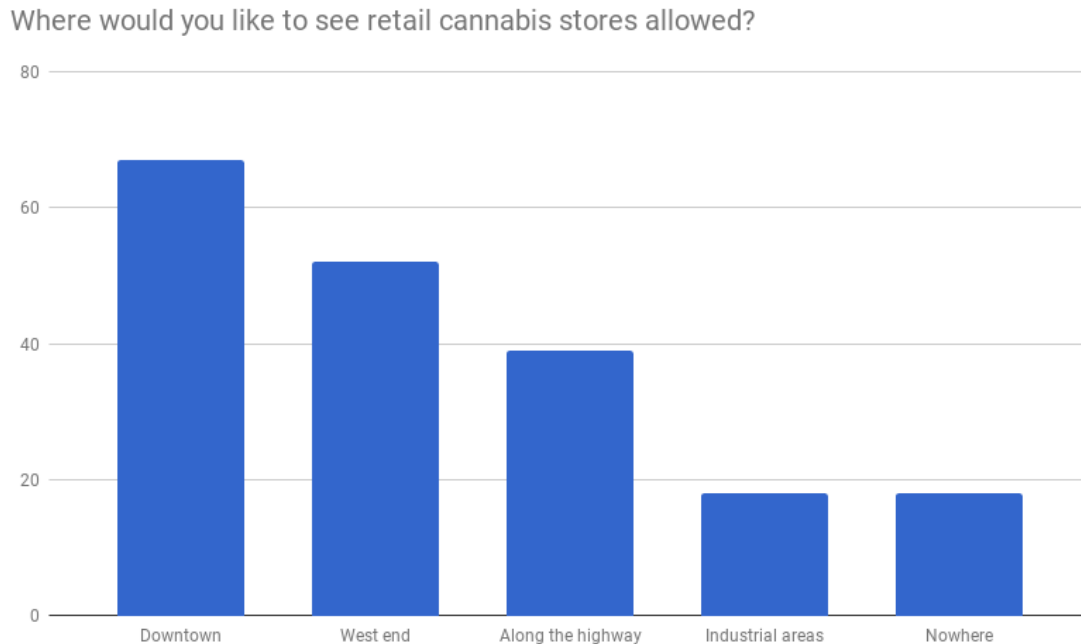
Residents would like to see either a greater total number of cannabis stores or no restriction on the number. Staff can implement this recommendation through business licencing.

Table 3: Total number of stores by number of responses.




Residents would like to see cannabis stores allowed downtown and in the west end. Staff can implement this recommendation through the official community plan and zoning bylaws.

Table 4: Desired location of retail cannabis stores by percent.



Benefits or Impacts

Strategic Impact

 Community Engagement: we surveyed our residents to inform the City's bylaws.

Policy/Legislation

The feedback will be used when drafting the amendments to the zoning and business licencing bylaws.

Report Approval Details

Document Title:	Memo 2018 - Cannabis survey results.docx
Attachments:	
Final Approval Date:	Mar 19, 2018

This report and all of its attachments were approved and signed as outlined below:

Dolores Sheets - Mar 19, 2018 - 9:11 AM

Diane Heinrich - Mar 19, 2018 - 9:40 AM



March 13, 2018

363881

His Worship Mayor Frank Konrad
City of Grand Forks
7217 4th Street, Box 220
Grand Forks BC V0H 1H0

Dear Mayor Konrad:

Thank you for your correspondence sent on January 18, 2018, requesting that local governments share in provincial cannabis taxation revenue. The Province appreciates the feedback that local governments and the Union of BC Municipalities (UBCM) have provided to date — this perspective is crucial to crafting effective policy and legislation that will serve British Columbians.

The Province is committed to working collaboratively with local governments in the development of a provincial cannabis regulatory framework, which is why the Joint Provincial-Local Government Committee on Cannabis Regulation was established by the B.C. government and UBCM. This committee provides an opportunity for dialogue and consultation with local governments on the development of the provincial regulatory framework. Once the regulatory framework is fully developed, the Province and local governments will be better positioned to determine incremental spending expected as a result of cannabis legalization.

The Province has reached an agreement in principle with the federal government regarding the cannabis excise tax structure and subsequent revenue sharing with the provinces. The Province is currently working collaboratively with the federal government to finalize the cannabis excise tax coordination agreement. Once the tax coordination agreement is finalized the Province will be better positioned to determine total provincial cannabis taxation revenue.

FILE CODE

RFI
WEB

Reply from Minister & ...12
M7 - Deputy Premier re Cannabis
Sales Revenue Sharing

Ministry of Finance

Office of the Minister
and Deputy Premier

Mailing Address:
PO Box 9048 Stn Prov Govt
Victoria BC V8W 9E2
Telephone: 250 387-3751
Facsimile: 250 387-5594

Location:
501 Belleville Street
Parliament Buildings, Victoria
website:
www.gov.bc.ca/fin

The federal and provincial governments intend to keep cannabis taxes low to support the objective of reducing illicit market activity. As such, it is expected that cannabis taxation revenues will not generate significant provincial revenues.

The Province recognizes that the legalization of cannabis will lead to additional costs for local governments. We will be able to have more informed discussions once full details of the regulatory and taxation regimes are known and governments have more certainty in terms of expected future costs and revenues.

For information updates about the provincial government's non-medical cannabis regulatory approach, please visit: <https://www2.gov.bc.ca/gov/content/safety/public-safety/cannabis>.

Thank you again for taking the time to write.

Sincerely,

A handwritten signature in cursive script that reads "Carole James". The signature is written in dark ink and is positioned above the printed name and title.

Carole James
Minister and Deputy Premier

cc: Honourable Mike Farnworth, Minister of Public Safety and Solicitor General
Honourable Selina Robinson, Minister of Municipal Affairs and Housing

From: Minister, FIN FIN:EX <FIN.Minister@gov.bc.ca>
Sent: March 13, 2018 11:54 AM
To: Frank Konrad
Cc: Minister, PSSG PSSG:EX; Minister, MAH MAH:EX; Daphne Popoff
Subject: Ref 363881 Request for Equitable Cannabis Sales Revenue Sharing for Local Governments
Attachments: Request for Equitable Cannabis Sales Revenue Sharing for Local Governments.pdf; 363881 Konrad.pdf

Please find attached a letter from the Honourable Carole James, Minister of Finance and Deputy Premier.

From: Daphne Popoff [<mailto:dpopoff@grandforks.ca>]
Sent: Tuesday, January 23, 2018 9:17 AM
To: Minister, AG AG:EX
Cc: Diane Heinrich
Subject: Request for Equitable Cannabis Sales Revenue Sharing for Local Governments

Good Morning Honourable David Eby, Attorney General,

Please find attached a letter from Mayor Frank Konrad, City of Grand Forks, BC, regarding Cannabis Sales Revenue Sharing.

Thank you.

Daphne Popoff
Corporate Administrative Assistant
City of Grand Forks
250-442-8266 x 60122
www.GrandForks.ca



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



THE CORPORATION OF THE CITY OF GRAND FORKS

OFFICE OF THE MAYOR

January 18th, 2018

The Honourable Selina Robinson
Minister of Municipal Affairs and Housing
Parliament Buildings
Victoria, BC V8V 1X4

Dear Minister Robinson:

Re: Cannabis Sales Revenue Sharing

With the imminent legalization of cannabis sales on a near horizon, the necessity for a formal agreement that will divide the tax revenue on cannabis sales in a fair and equitable manner is critical for local governments. From the perspective of smaller communities, such as Grand Forks, we have limited funding opportunities available for new responsibilities and could potentially be impacted by the impending changes. A Federation of Canadian Municipalities (FCM) paper states that these impacts may affect our fire services, building codes, municipal planning and development departments, in addition to business licencing and standards.

A letter sent from the Union of BC Municipalities (UBCM) in March 2017, as attached, outlines concerns related to the legalization of marijuana in Canada, and fore mostly expressed the concerns of BC municipalities that marijuana taxation revenues be fairly distributed among all levels of government, including local governments to alleviate the impending burdens.

On behalf of our City Council, we ask that you address this timely manner and present a formal and equitable funding agreement for BC municipalities.

We thank you in advance for your consideration to this urgent matter.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Konrad", is written over a light blue horizontal line.

Frank Konrad
Mayor
City of Grand Forks

cc: The Honourable David Eby, Attorney General
UBCM Municipalities

WE4 – Request for equitable Cannabis sales revenue sharing for local governments

March 16, 2017

The Honourable Suzanne Anton
Minister of Justice and Attorney General
Room 232, Parliament Buildings
Victoria, B.C. V8V 1X4

RE: Legalization of Marijuana

Dear Minister,

I write to you today regarding local government concerns related to the legalization of marijuana in Canada. BC local governments have adopted resolutions requesting direct involvement in the process to establish a regulatory approach to marijuana, and that marijuana taxation revenue be fairly distributed among all orders of government, including local governments. I would like to request a meeting at your convenience to discuss these issues, and other local government concerns that we may address through collaborative solutions.

To this point, UBCM has not been presented with an opportunity to directly engage in meaningful discussion with the provincial government regarding a framework for legal access to marijuana, and in particular a marijuana distribution framework. With federal legislation expected in the near future, it is important that local governments and the Province begin discussion on how to best prepare for the ensuing changes.

Potential costs and responsibilities related to marijuana legalization without any confirmed source of additional funding could place a large burden on local governments, who may bear substantial enforcement and oversight costs, and at this point only receive 8-10% of overall taxation revenue. Previous experience with medical marijuana has shown that, without funding, local governments face difficulties in enforcing laws, leading to the unregulated environment that exists today. As such, UBCM would greatly appreciate an opportunity to discuss the concerns of BC local governments as they pertain to marijuana legalization. Bhar Sihota, UBCM Policy Analyst, may be reached at (604) 270-8226 Ext. 114 or bsihota@ubcm.ca to arrange a meeting.

We look forward to partnering with you in the development of an effective regulatory framework for legal access to marijuana.

Sincerely,



Murry Krause
President, Union of BC Municipalities

**cc: The Honourable Peter Fassbender, Minister of Community, Sport, Cultural Development,
and Minister Responsible for TransLink**

Addition to
Committee of the Whole Feb 13, 2018

2017 BUDGET carried to 2018

Earmarked

2018-03-13

Boundary Museum Society

Column1		Column4	Column2	Column3
Dec 31st 2017 Bank Balance	\$	52,725.98		

Operating	Column1	Amount	Column2
Accounts Payable		\$	750.00
Advertising		\$	1,500.00
Utilities		\$	889.79
Workman Compensation Benefits		\$	656.47
Wages	Another Employee	\$	6,205.68
Telephone		\$	90.00
MRDT admin fee		\$	6,000.00
Auditor (Financial)		\$	4,000.00
Grounds keeper wages		\$	500.00
Total Expenses	\$	\$	20,591.94

These funds are carried forward from 2017 and were expected to have been paid last year.



BOUNDARY MUSEUM

6145 Reservoir Road, Grand Forks, BC V0H 1H5
Ph/fax: 250-442-3737, boundarymuse@shaw.ca
<http://www.boundarymuseum.com/>

RECEIVED

MAR 13 2018

THE CORPORATION OF
THE CITY OF GRAND FORKS

PH-Refund to Mar 26th 2011
WE3-

FILE CODE

Boundary Museum
BI- 2017 Budget carried
to 2018

March 9, 2018

Mayor Frank Konrad
City of Grand Forks
Box 220
Grand Forks BC V0H 1H0



Dear Mayor Konrad:

Re: 2017 Resolutions

Please find attached the provincial response to the 2017 resolution(s) put forward by your Council and endorsed by the UBCM membership at Convention.

I trust this information will be of assistance to you. Please feel free to contact Jamee Justason, UBCM Information & Resolutions Coordinator with any questions.

Tel: 604.270.8226 ext. 100 Email: jjustason@ubcm.ca

Sincerely,

A handwritten signature in black ink that reads "Wendy Both". The signature is written in a cursive, flowing style.

President

Enclosure

FILE CODE

WEB 2 U2 - 2017 Resolution Response

2017 B100 Microcell Transmitter Placement Consultation

Grand Forks

Whereas public consultation on the placement of cell towers is mandated;

And whereas new technology is moving away from these large towers to microcell transmitters which do not require local government or public consultation:

Therefore be it resolved that UBCM petition relevant provincial and federal governments to mandate consultation with the land use authorities and the public regarding microcell transmitter siting within 100 metres of residences, schools and hospitals.

Convention Decision: Endorsed

Provincial Response

Ministry of Citizens' Services

Demand for cellular services is growing, and is expected to continue as more and more British Columbians use smartphones and other mobile devices. To accommodate this demand, more towers will be needed.

The Government of Canada regulates tower siting decisions, settles disputes, and sets health and safety standards. The federal department of Industry, Science and Economic Development (ISED) Antenna Siting Procedures have recently been updated and require cellular providers to work even more closely with local communities. Cellular providers must share towers where possible, consult with local governments and the public regardless of tower height and type, and adhere to Antenna Siting Procedures. More information can be found at this link:

<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf10840.html>

Communities and local governments are best positioned to work with cellular providers to ensure effective delivery of services, while also ensuring respect for local land-use considerations. ISED Staff are available to assist municipalities in understanding their role and to provide advice. ISED may be reached at:

<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf01742.html>

2017 B129 Abolition of Daylight Savings Time

Grand Forks

Whereas research has shown the practice of changing to Pacific Daylight Savings Time each spring can have a negative impact on people's health and cognitive awareness;

And whereas there have been petitions and calls for the abolition of Daylight Savings Time:

Therefore be it resolved that UBCM petition the provincial government to consult with the people of BC with a view to abolishing Daylight Savings Time.

Convention Decision: Endorsed

Provincial Response

Ministry of Attorney General

Government is aware that some British Columbians are opposed to continuing to observe Daylight Saving Time (DST), but Government does not have any current plans to launch a fresh public consultation on DST.

When the Ministry last conducted a province-wide public consultation on DST, a majority of people indicated they are in favour of shifting an hour of daylight to the evening throughout the spring and summer months, and it is more convenient for businesses and travellers if BC changes its clocks in conjunction with other provinces and the United States.

The Ministry notes that the Alberta legislature recently considered the issue and decided to continue observing DST. Any future review of DST by British Columbia should include consideration of DST observance in neighbouring jurisdictions in Canada and the United States.

Request for Decision



To: Regular Meeting
From: **Corporate Services**
Date: March 26, 2018
Subject: Elections Bylaws First Three Readings
Recommendation: **THAT Council gives the first three readings of the "General Local Government Election Bylaw No. 2042, 2018".**

THAT Council gives the first three readings of the "Automated Voting Machines Authorization Bylaw No. 2043, 2018".

Background

The municipality is legislatively required to have an Election Procedure Bylaw in accordance with the Local Government Act. The use of Automated Voting Machines as well requires a bylaw that authorizes the Chief Election Officer to use such devices to ensure for accurate and fast results at the end of the election day.

The General Election Bylaw requires an update in Local Government Act (LGA) section numbers (due to an update in the LGA in December of 2015) as well as some formatting updates, readability enhancements, and updates requested by our contractor in charge of the elections for 2018.

The Automated Voting Machine Bylaw requires a few minor changes as requested by our contractor in charge of the elections in 2018, as well as some housekeeping and formatting updates.

All non-housekeeping related changes are highlighted in **Yellow**.

Please see below for a proposed timeline for the bylaw adoption process.

Date	Meeting Type	Status
March 12	COTW	Introduction and discussion
March 26	Regular	First 3 readings
April 9	Regular	Final reading and adoption

On March 12th, 2018, the introduction of the two bylaws were presented to the Committee of the Whole for discussion purposes and no proposed changes were directed to staff. The bylaws are now presented to Council for their consideration for first three readings.

Benefits or Impacts

General

It is a legislated requirement to have an Elections Procedure Bylaw.

Strategic Impact



Community Engagement

- Allow for Special Opportunity Voting places as well as efficient automated vote tabulating machines to reduce risk

Policy/Legislation

Local Government Act

Attachments

Proposed Bylaws No. 2042 & 2043

Current Bylaws No. 1999 & 2000

Recommendation

THAT Council gives the first three readings of the “General Local Government Election Bylaw No. 2042, 2018”.

THAT Council gives the first three readings of the “Automated Voting Machines Authorization Bylaw No. 2043, 2018”.

Options

1. RESOLVED THAT Council accepts the report.
2. RESOLVED THAT Council does not accept the report.
3. RESOLVED THAT Council refers the matter back to staff for further information.

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2042

A Bylaw to provide for the procedures for conduct of General Local Government Elections and other voting.

In accordance with the *Local Government Act*, the Council may, by bylaw, determine various procedures and requirements to be applied in the administration and conduct of local government elections and other voting.

Council for the Corporation of the City of Grand Forks wishes to establish various procedures and requirements under that authority.

The Council for the Corporation of the City of Grand Forks, in an open meeting assembled, enacts as follows:

1. Citation

- 1.1 This bylaw may be cited as the "General Local Government Election Bylaw No. 2042".

2. Register of Resident Electors

- 2.1 As authorized under **Section 75** of the *Local Government Act*, the most current list of voters prepared under the *Elections Act*, existing at the time an election or other voting is to be held, is deemed to be the register of resident electors for the Municipality.

3. Additional General Election Voting Opportunities

- 3.1 As authorized under **Section 106** of the *Local Government Act*, Council authorizes the Chief Election Officer to establish additional general voting opportunities for general voting day for each election or specified election or other voting and to designate the voting places and voting hours for these voting opportunities.

4. Required Advanced Voting Opportunities

- 4.1 As authorized under section 107 of the *Local Government Act*, in addition to the required advance voting opportunity on the 10th day before general voting day, an additional advance voting opportunity will be available at a location and on a date established by the Chief Election Officer.
- 4.2 Required advance voting opportunities will be available at the voting place(s) designated by the Chief Election Officer, between the hours of 8:00 a.m. and 8:00 p.m.

5. **Special Voting Opportunities**

- 5.1 In order to give electors who may otherwise be unable to vote, an opportunity to do so, Council will provide Special Voting Opportunity as authorized under **Section 109** of the *Local Government Act*, for each election or specified election or other voting at the following locations:

Phoenix Manor Retirement Home	Boundary Lodge Assisted Living	Boundary Hospital & Hardyview Lodge (Includes all Cottages on the property)	Silver Kettle Village
876-72nd Avenue	7130-9 th Street	7649-22 nd Street	2350-72 nd Avenue
Grand Forks BC	Grand Forks BC	Grand Forks BC	Grand Forks BC

- 5.2 The special opportunity voting places shall be open as determined by the Chief Elections Officer.
- 5.3 Provision is made to allow for bedside voting for the Special Voting Opportunity facilities.
- 5.4 The number of candidate's representatives who may be present at the special voting opportunities facilities is limited to one.
- 5.5 Persons who may vote at a special voting opportunity shall be qualified electors who are residents, patients or family members at the facility, or qualified electors who are employed at the facility being used as a special voting opportunity.

6. **Ballots**

- 6.1 Pursuant to **Section 114** of the *Local Government Act*, the Chief Election Officer shall establish the form of ballots to be used in the general local election or other voting. Such determination includes the utilization of the Automated Ballots, for Voting Machines or Printed Ballot as follows:
- (a) Printed Ballots shall be in the form prescribed in **Section 114 and 115** of the Local Government Act;
 - (b) Use of Voting Machines shall be in accordance with **Section 112** of the Local Government Act as outlined **in the current version of the City of Grand Forks' "Automated Voting Machines Authorization Bylaw"**.

7. **Order of Names on Ballot**

- 7.1 The order of names of candidates on the ballot will be determined by alphabetical order in accordance with **Section 116** of the *Local Government Act*.

8. Number of Scrutineers at Voting Places

- 8.1 As authorized under **Section 120 (2) (d)** of the *Local Government Act*, the number of scrutineers for each candidate that may attend at an election is a maximum of one scrutineer for each ballot box in use.

9. Resolution of Tie Votes after Judicial Recount

- 9.1 In the event of a tie vote after judicial recount, the tie vote will be resolved by conducting a lot in accordance with **Section 151** of the *Local Government Act*.

10. General

- 10.1 Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.
- 10.2 If any part, section, sentence, clause, phrase or word of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if the Bylaw had been adopted without the invalid portion.

11. Repeal

- 11.1 The following bylaws are hereby repealed:
- **“Procedures for the Conduct of Local Government Election and Other Voting Bylaw No. 1999, 2014”**

Read a first, second, and third time by the Municipal Council this ____ day of _____, 2018.

Finally Adopted this ____ day of _____, 2018.

Mayor, Frank Konrad

Corporate Officer, Diane Heinrich

CERTIFICATE

I hereby certify the foregoing to be a true copy of the "General Local Government Election Bylaw No. 2042", as adopted by the Municipal Council of the City of Grand Forks on the ____ day of _____, 2018.

Corporate Officer of the Corporation of the
City of Grand Forks

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2043

A Bylaw to provide for the procedures for the use of Automated Voting Machines General Local Elections and other voting

In accordance with the Local Government Act, the Council may, by bylaw, provide for the use of automated voting machines, voting recorders or other devices for voting in an election;

Council for the Corporation of the City of Grand Forks wishes to establish various procedures and requirements under that authority;

The Council for the Corporation of the City of Grand Forks, in an open meeting of Council, **ENACTS** as follows:

1. Citation

- 1.1 This bylaw may be cited as the “**Automated Voting Machines Authorization Bylaw No. 2043.**”

2. Definitions

- 2.1 In this bylaw, all definitions shall be in accordance with the *Local Government Act*, except for the following:

“**Acceptable mark**” means a completed oval that the vote tabulating unit is able to identify and that has been made by an elector in the space provided on the ballot opposite the name of any candidate or opposite either ‘yes’ or ‘no’ on any other voting question.

“**Automated vote counting system**” means a system that counts and records votes and processes and stores election **or any voting** results and is comprised of the following:

- (a) a number of ballot scan vote tabulating units, each of which rests on a two compartment ballot box, one compartment of which is for:
 - (i) voted ballots, and
 - (ii) returned ballots that have been reinserted using the ballot override procedure; and the other for the temporary storing of voted ballots during such time as the vote tabulating unit is not functioning; and
- (b) a number of portable ballot boxes into which voted ballots are deposited where a vote tabulating unit is not being used, for counting after the close of voting on general voting day.

“**Ballot**” means a single automated ballot card designed for use in an automated vote counting system, which shows:

- (a) the names of all of the candidates for each of the offices of Mayor, Council and/or **School Trustee**; and
- (b) all of the choices on all of the bylaws or other matters on which the opinion or assent of the electors is sought.

“Ballot return override procedure” means the use, by an election official, of a device on a vote tabulating unit that causes the unit to accept a returned ballot.

“Election headquarters” means the voting place on general voting day at which the chief election officer has an office and the count procedure will be made.

“Emergency ballot compartment” means one of two separate compartments in the ballot box under each vote tabulating unit into which voted ballots are temporarily deposited in the event that the unit ceases to function.

“Memory device” means a removable storage device which stores all the permanent results for the vote tabulating unit.

“Portable ballot box” means a ballot box that is used at a voting place where a vote tabulating unit is not being used.

“Results tape” means the printed record generated from a vote tabulating unit at the close of voting on general voting day which shows the number of votes for each candidate for each of the office of Mayor, Council and/or **School Trustee** and the number of votes for and against each bylaw or other matter on which the assent or opinion of the electors is sought.

“Returned ballot” means a voted ballot that was inserted into the vote tabulating unit by the elector but was not accepted and was returned to the elector with an explanation of the ballot marking error which caused the ballot not to be accepted.

“Secrecy sleeve” means an open-ended folder or envelope used to cover ballots to conceal the choices made by each elector.

“Vote tabulating unit” means the device into which voted ballots are inserted and that scans each ballot and records the number of votes for each candidate and for and against each bylaw or other matter on which the assent or opinion of the electors is sought.

3. Use of Voting Machines

- 3.1 Council hereby authorizes the conducting of general local elections and other voting in the City of Grand Forks using an automated vote counting system.

4. Automated Voting Procedures

- 4.1 The presiding election official for each voting place and at each advance voting opportunity shall, as soon as the elector enters the voting place and before a ballot is

- issued, offer and if requested, direct an election official to provide a demonstration to an elector of how to vote using an automated vote counting system.
- 4.2 Upon completion of the voting demonstration, if any, the elector shall proceed as instructed, to the election official responsible for issuing ballots, who:
- (a) shall ensure that the elector:
 - (i) is qualified to vote in the election; and
 - (ii) is voting in the correct voting division [if applicable]; and
 - (iii) completes the voting book as required by the *Local Government Act*; and
 - (b) upon fulfilment of the requirements of subsection (a), shall then provide a ballot to the elector, a secrecy sleeve if requested by the elector, and any further instructions the elector requests.
- 4.3 Upon receiving a ballot and secrecy sleeve if so requested, the elector shall immediately proceed to a voting compartment to vote.
- 4.4 The elector may vote only by making an acceptable mark on the ballot:
- (a) beside the name of each candidate of choice up to the maximum number of candidates to be elected for each of the offices of Mayor, Council and/or **School Trustee**; and
 - (b) beside either 'yes' or 'no' in the case of each bylaw or other matter on which the assent or opinion of the electors is sought.
- 4.5 Once the elector has finished marking the ballot, the elector must place the ballot into the secrecy sleeve, if applicable, proceed to the vote tabulating unit and under the supervision of the election official in attendance, insert the ballot directly from the secrecy sleeve, if applicable, into the vote tabulating unit without the acceptable marks on the ballot being exposed.
- 4.6 If, before inserting the ballot into the vote tabulating unit, an elector determines that he has made a mistake when marking a ballot or if the ballot is returned by the vote tabulating unit, the elector may request a replacement ballot by advising the election official in attendance.
- 4.7 Upon being advised of the replacement ballot request, the presiding election official [or alternate presiding election official] shall issue a replacement ballot to the elector and mark the returned ballot "spoiled" and shall retain all such spoiled ballots separately from all other ballots and they shall not be counted in the election.
- 4.8 If the elector declines the opportunity to obtain a replacement ballot and has not damaged the ballot to the extent that it cannot be reinserted into the vote tabulating unit, the election official shall, using the ballot return override procedure, reinsert the returned ballot into the vote tabulating unit to count any acceptable marks that have been made correctly.

- 4.9 Any ballot counted by the vote tabulating unit is valid and any acceptable marks contained on such ballots will be counted in the election subject to any determination made under a judicial recount.
- 4.10 Once the ballot has been inserted into the vote tabulating unit and the unit indicates that the ballot has been accepted, the elector must immediately leave the voting place.
- 4.11 During any period that a vote tabulating unit is not functioning, the election official supervising the unit shall insert all ballots delivered by the electors during this time, into the emergency ballot compartment, provided that if the vote tabulating unit:
- (a) becomes operational, or
 - (b) is replaced with another vote tabulating unit,
- the ballots in the emergency ballot compartment shall, as soon as reasonably possible, be removed by an election official and under the supervision of the presiding election official be inserted into the vote tabulating unit to be counted.
- 4.12 Any ballots that were temporarily stored in the emergency ballot compartment and are returned by the vote tabulating unit when being counted shall, through the use of the ballot return override procedure and under the supervision of the presiding election official, be reinserted into the vote tabulating unit to ensure that any acceptable marks are counted.

5. Advance Voting Opportunity Procedures

- 5.1 Vote tabulating units shall be used to conduct the vote at all advance voting opportunities and voting procedures at the advance voting opportunities shall follow as closely as possible those described in Section 4 of this bylaw.
- 5.2 At the close of voting at each advance voting opportunity the presiding election official in each case shall ensure that:
- (a) no additional ballots are inserted in the vote tabulating unit;
 - (b) the emergency ballot compartment is sealed to prevent insertion of any ballots;
 - (c) the register tapes in the vote tabulating unit are not generated; and
 - (d) the memory device of the vote tabulating unit is secured.
- 5.3 At the close of voting at the final advance voting opportunity, the presiding election official shall:
- (a) ensure that any remaining ballots in the emergency ballot compartment are inserted into the vote tabulating unit;
 - (b) secure the vote tabulating unit so that no more ballots can be inserted; and
 - (c) deliver the vote tabulating unit together with the memory card and all other materials used in the election to the chief election officer at election headquarters.

6. Special Voting Opportunity Procedures

- 6.1 A portable ballot box shall be used for all special voting opportunities and the presiding election official appointed to attend at each special voting opportunity shall proceed in accordance with Sections 4.2, 4.3, 4.4 and 4.5 of this Bylaw so far as applicable, except that the voted ballots shall be deposited into the portable ballot box supplied by the presiding election official.
- 6.2 The presiding election official at a special voting opportunity shall ensure that the portable ballot box is secured when not in use and at the close of voting at the final special voting opportunity, the presiding election official shall seal the portable ballot box and return it together with all other election materials to the custody of the chief election officer.

7. Procedures after the Close of Voting on General Voting Day

- 7.1 After the close of voting on general voting day at voting opportunities where a vote tabulating unit was used in the election, but excluding advance and special voting opportunities,
- (a) each presiding election official shall:
 - (i) ensure that any remaining ballots in the emergency ballot compartment are inserted into the vote tabulating unit;
 - (ii) secure the vote tabulating unit so that no more ballots can be inserted;
 - (iii) generate three copies of the register tape from the vote tabulating unit; and
 - (iv) deliver one copy of the register tape along with the memory device from the vote tabulating unit to the chief election officer at election headquarters; and
 - (b) and each alternate presiding election official shall:
 - (i) account for the unused, spoiled and voted ballots and place them, packaged and sealed separately, into the election materials transfer box along with one copy of the results tape;
 - (ii) complete the ballot account and place the duplicate copy in the election materials transfer box;
 - (iii) seal the election materials transfer box;
 - (iv) place the voting books, the original copy of the ballot account, one copy of the results tape, completed registration cards (if applicable), keys and all completed administrative forms into the chief election officer portfolio; and
 - (v) transport all equipment and materials to election headquarters.
- 7.2 At the close of voting on general voting day the chief election officer shall direct the presiding election official for the advance voting opportunity and any special voting opportunities where vote tabulating units were used, to proceed in accordance with Section 7.1 of this bylaw.

- 7.3 At the close of voting on general voting day all portable ballot boxes used in the election will be opened under the direction of the Chief Election Officer and all ballots shall be removed and inserted into a vote tabulating unit to be counted, after which the provisions of Sections 7.1, so far as applicable, shall apply.

8. Recount Procedure

- 8.1 If a recount is required it shall be conducted under the direction of the Chief Election Officer using the automated vote counting system and generally in accordance with the following procedure:
- (a) the memory cards of all vote tabulating units will be cleared;
 - (b) vote tabulating units will be designated for each voting place;
 - (c) all ballots will be removed from the sealed ballot boxes; and
 - (d) all ballots, except spoiled ballots, will be reinserted in the appropriate vote tabulating units under the supervision of the Chief Election Officer.

9. General

- 9.1 Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.
- 9.2 If any part, section, sentence, clause, phrase or word of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if the Bylaw had been adopted without the invalid portion.

10. Repeal

- 10.1 The following bylaws are hereby repealed:

- **“Automated Voting Machines Authorization Bylaw No. 2000”**

Read a first, second, and third time by the Municipal Council this ____ day of _____, 2018.

Finally Adopted this ____ day of _____, 2018.

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 the “Automated Voting Machines Authorization Bylaw No. 2043”, as adopted by the Municipal Council of the City of Grand Forks on the ____ day of _____, 2018.

Corporate Officer of the Corporation of the
City of Grand Forks

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1999

A BYLAW TO PROVIDE FOR THE DETERMINATION OF VARIOUS PROCEDURES FOR THE CONDUCT OF LOCAL GOVERNMENT ELECTIONS AND OTHER VOTING.

In accordance with the Local Government Act, the Council may, by bylaw, determine various procedures and requirements to be applied in the conduct of local government elections and other voting.

Council for the Corporation of the City of Grand Forks wishes to establish various procedures and requirements under that authority.

The Council for the Corporation of the City of Grand Forks, in an open meeting of Council, **ENACTS** as follows:

1. **Definitions**

In this bylaw:

"Elector" means a resident elector or property elector of the jurisdiction as defined under the Local Government Act.

"Election" means an election for the number of persons required to fill a local government office.

"General Local Election" means the elections held for the Mayor and all Councillors of the Municipality, which must be held in the year 2014 and in every 4th year after that.

"General Voting Day" means:

- (a) for a general local election, set under Section 36(2) of the Local Government Act;
- (b) for other elections, the date set under Sections 37(5), 38(1) or (3) or 142(5) of the Local Government Act, and
- (c) for other voting, the date set under Section 162 of the Local Government Act.

"Jurisdiction" means, in relation to an election, the Municipality for which it is held.

"Local Government" means:

- (a) in relation to a Municipality, the Council.

"Other Voting" means voting on a matter referred to in Section 158 of the Local Government Act.

2. **Register of Resident Electors**

As authorized under Section 62 of the Local Government Act, the most current list of voters prepared under the Elections Act, existing at the time an election or other voting is to be held, is deemed to be the register of resident electors for the Municipality.

3. **Additional General Voting Opportunities**

The Council authorizes the Chief Election Officer to establish additional general voting opportunities for general voting day for each election or specified election or other voting and to designate the voting places and voting hours with the limits set out in Section 96(2) of the Local Government Act for such voting opportunities.

4. **Additional Advance Voting Opportunities**

As authorized under Section 98 of the Local Government Act, the Council authorizes the Chief Election Officer to establish additional advance voting opportunities for each election or specified election or other voting to be held in advance of general voting day and to designate the voting places, establish the date and the voting hours for these voting opportunities.

5. **Special Voting Opportunities**

- (a) In order to give electors who may otherwise be unable to vote, an opportunity to do so, the Council will provide Special Voting Opportunity as authorized under Section 99 of the Local Government Act, for each election or specified election or other voting at the following places and shall be open during the hours hereinafter specified:

- 1. Phoenix Manor Retirement Home
876-72nd Avenue, Grand Forks BC

- the voting place shall be open as determined by the Chief Elections Officer

2. Boundary Lodge Assisted Living
7130–9th Street, Grand Forks, BC
 - the voting place shall be open as determined by the Chief Elections Officer
 3. Boundary Hospital & Hardyview Lodge
(Includes all Cottages on the property)
7649-22nd Street, Grand Forks, B.C.
 - the voting place shall be open as determined by the Chief Elections Officer
 4. Silver Kettle Village, 2350-72nd Avenue, Grand Forks, B.C.
 - the voting place shall be open as determined by the Chief Elections Officer
- (b) The following procedures for voting and for conducting the voting proceeding apply to the special voting opportunity:
 - (i) Provision is made to allow for bedside voting.
 - (c) The number of candidate's representatives who may be present at the special voting opportunity is limited to one.
 - (d) The following restriction applies to persons who may vote at a Special Voting Opportunity:
 - (i) The only electors who may vote at the Special Voting Opportunity on the date when the Special Voting Opportunity is held are those voters who are residents of the facilities or those who have been admitted as patients to the Hospital and facilities Staff.

6. **Ballots**

Pursuant to Section 104 of the Local Government Act, the Chief Election Officer shall establish the form of ballots to be used in the general local election or other voting. Such determination includes the utilization of the Automated Ballots, for Voting Machines or Printed Ballot as follows:

- (a) Printed Ballots shall be in the form prescribed in Section 104 and 105 of the Local Government Act;

(b) Use of Voting Machines shall be in accordance with Section 101 of the Local Government Act as outlined in the City of Grand Forks' "Automated Voting Machines for General Local Elections and Other Voting Bylaw No. 2000".

7. **Order of Names on Ballot**

The order of names of candidates on the ballot will be determined by alphabetical order in accordance with Section 106 of the Local Government Act.

8. **Number of Scrutineers at Voting Places**

As authorized under Section 110(2) (d) of the Local Government Act, the number of scrutineers for each candidate that may attend at an election is a maximum of one scrutineer for each ballot box in use.

9. **Resolution of Tie Votes after Judicial Recount**

In the event of a tie vote after judicial recount, the tie vote will be resolved by conducting a lot in accordance with Section 141 of the Local Government Act.

11. This bylaw may be cited as the **"Procedures for the Conduct of Local Government Election and Other Voting Bylaw No. 1999, 2014"**.

INTRODUCED this 26th day of May, 2014.

Read a **FIRST** time this 9th day of June, 2014.

Read a **SECOND** time this 9th day of June, 2014.

Read a **THIRD** time this 9th day of June, 2014.

FINALLY RECONSIDERED AND ADOPTED this 23rd day of June, 2014.

Mayor Brian Taylor

Corporate Officer, Diane Heinrich

C E R T I F I C A T E

I hereby certify the foregoing to be a true copy of bylaw No. 1999, as adopted by the Municipal Council of the City of Grand Forks on the 23rd day of June, 2014.

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

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2000

A BYLAW TO PROVIDE FOR THE USE OF AUTOMATED VOTING MACHINES FOR GENERAL LOCAL ELECTIONS AND OTHER VOTING

In accordance with the Local Government Act, the Council may, by bylaw, provide for the use of automated voting machines, voting recorders or other devices for voting in an election;

Council for the Corporation of the City of Grand Forks wishes to establish various procedures and requirements under that authority;

The Council for the Corporation of the City of Grand Forks, in an open meeting of Council, **ENACTS** as follows:

1. CITATION

- 1.1 This bylaw may be cited as the “**Automated Voting Machines Authorization Bylaw No. 2000.**”

2. DEFINITIONS

- 2.1 In this bylaw, all definitions shall be in accordance with the Local Government Act, except for the following:

Acceptable mark means a completed oval that the **vote tabulating unit** is able to identify and that has been made by an elector in the space provided on the **ballot** opposite the name of any candidate or opposite either ‘yes’ or ‘no’ on any other voting question.

Automated vote counting system means a system that counts and records votes and processes and stores election results and is comprised of the following:

- (a) a number of **ballot** scan **vote tabulating units**, each of which rests on a two compartment **ballot** box, one compartment of which is for:
 - (i) voted ballots, and
 - (ii) returned ballots that have been reinserted using the **ballot override procedure**; and the other for the temporary storing of voted ballots during such time as the **vote tabulating unit** is not functioning; and

- (b) a number of **portable ballot boxes** into which voted **ballots** are deposited where a **vote tabulating unit** is not being used, for counting after the close of voting on general voting day.

Ballot means a single automated ballot card designed for use in an **automated vote counting system**, which shows:

- (a) the names of all of the candidates for each of the offices of Mayor, Council and/or School Districts; and
- (b) all of the choices on all of the bylaws or other matters on which the opinion or assent of the electors is sought.

Ballot return override procedure means the use, by an election official, of a device on a **vote tabulating unit** that causes the unit to accept a **returned ballot**.

Election headquarters means temporary City Hall at 6641 Industrial Parkway, Grand Forks, BC. until such time that Administrative Staff moves back to permanent City Hall location at 7217 – 4th Street.

Emergency ballot compartment means one of two separate compartments in the ballot box under each **vote tabulating unit** into which voted **ballots** are temporarily deposited in the event that the unit ceases to function.

Memory device means a removable storage device used in the ballot processing unit to record ballot results and to store polling location information such as:

- (a) the names of all of the candidates for each of the offices of Mayor, Council and/or School Districts; and
- (b) the alternatives of 'yes' or 'no' for each bylaw or other matter on which the assent or opinion of the electors is being sought;

and a mechanism to record and retain information on the number of **acceptable marks** made for each.

Portable ballot box means a ballot box that is used at a voting place where a **vote tabulating unit** is not being used.

Results tape means the printed record generated from a **vote tabulating unit** at the close of voting on general voting day which shows the number of votes for each candidate for each of the office of Mayor, Council and/or School Districts and the number of votes for and against each bylaw or other matter on which the assent or opinion of the electors is sought.

Returned ballot means a voted **ballot** that was inserted into the **vote tabulating unit** by the elector but was not accepted and was returned to the elector with an explanation of the **ballot** marking error which caused the **ballot** not to be accepted.

Secrecy sleeve means an open-ended folder or envelope used to cover **ballots** to conceal the choices made by each elector.

Vote tabulating unit means the device into which voted **ballots** are inserted and that scans each **ballot** and records the number of votes for each candidate and for and against each bylaw or other matter on which the assent or opinion of the electors is sought.

3. **USE OF VOTING MACHINES**

- 3.1 Council hereby authorizes the conducting of general local elections and other voting in the City of Grand Forks using an **automated vote counting system**.

4. **AUTOMATED VOTING PROCEDURES**

- 4.1 The presiding election official for each voting place and at each advance voting opportunity shall, as soon as the elector enters the voting place and before a **ballot** is issued, offer and if requested, direct an election official to provide a demonstration to an elector of how to vote using an **automated vote counting system**.
- 4.2 Upon completion of the voting demonstration, if any, the elector shall proceed as instructed, to the election official responsible for issuing **ballots**, who:
- (a) shall ensure that the elector:
 - (i) is qualified to vote in the election; and
 - (ii) is voting in the correct voting division [if applicable]; and
 - (iii) completes the voting book as required by the Local Government Act; and
 - (b) upon fulfilment of the requirements of subsection (a), shall then provide a **ballot** to the elector, a **secrecy sleeve** if requested by the elector, and any further instructions the elector requests.
- 4.3 Upon receiving a **ballot** and **secrecy sleeve** if so requested, the elector shall immediately proceed to a voting compartment to vote.

- 4.4 The elector may vote only by making an **acceptable mark** on the **ballot**:
- (a) beside the name of each candidate of choice up to the maximum number of candidates to be elected for each of the offices of Mayor, Council and/or School Districts; and
 - (b) beside either 'yes' or 'no' in the case of each bylaw or other matter on which the assent or opinion of the electors is sought.
- 4.5 Once the elector has finished marking the **ballot**, the elector must place the **ballot** into the **secrecy sleeve**, if applicable, proceed to the **vote tabulating unit** and under the supervision of the election official in attendance, insert the **ballot** directly from the **secrecy sleeve**, if applicable, into the **vote tabulating unit** without the **acceptable marks** on the **ballot** being exposed.
- 4.6 If, before inserting the **ballot** into the **vote tabulating unit**, an elector determines that he has made a mistake when marking a **ballot** or if the **ballot** is returned by the **vote tabulating unit**, the elector may request a replacement **ballot** by advising the election official in attendance.
- 4.7 Upon being advised of the replacement **ballot** request, the presiding election official [or alternate presiding election official] shall issue a replacement **ballot** to the elector and mark the **returned ballot** "spoiled" and shall retain all such spoiled **ballots** separately from all other **ballots** and they shall not be counted in the election.
- 4.8 If the elector declines the opportunity to obtain a replacement **ballot** and has not damaged the **ballot** to the extent that it cannot be reinserted into the **vote tabulating unit**, the election official shall, using the **ballot return override procedure**, reinsert the **returned ballot** into the **vote tabulating unit** to count any **acceptable marks** that have been made correctly.
- 4.9 Any **ballot** counted by the **vote tabulating unit** is valid and any acceptable marks contained on such **ballots** will be counted in the election subject to any determination made under a judicial recount.
- 4.10 Once the **ballot** has been inserted into the **vote tabulating unit** and the unit indicates that the **ballot** has been accepted, the elector must immediately leave the voting place.
- 4.11 During any period that a **vote tabulating unit** is not functioning, the election official supervising the unit shall insert all **ballots** delivered by the electors during this time, into the **emergency ballot compartment**, provided that if the **vote tabulating unit**:
- (a) becomes operational, or

(b) is replaced with another **vote tabulating unit**,

the **ballots** in the **emergency ballot compartment** shall, as soon as reasonably possible, be removed by an election official and under the supervision of the presiding election official be inserted into the **vote tabulating unit** to be counted.

4.12 Any **ballots** that were temporarily stored in the **emergency ballot compartment** and are returned by the **vote tabulating unit** when being counted shall, through the use of the **ballot return override procedure** and under the supervision of the presiding election official, be reinserted into the **vote tabulating unit** to ensure that any **acceptable marks** are counted.

5. ADVANCE VOTING OPPORTUNITY PROCEDURES

5.1 **Vote tabulating units** shall be used to conduct the vote at all advance voting opportunities and voting procedures at the advance voting opportunities shall follow as closely as possible those described in Section 4 of this bylaw.

5.2 At the close of voting at each advance voting opportunity the presiding election official in each case shall ensure that:

- (a) no additional **ballots** are inserted in the **vote tabulating unit**;
- (b) the **emergency ballot compartment** is sealed to prevent insertion of any **ballots**;
- (c) the **register tapes** in the **vote tabulating unit** are not generated; and
- (d) the **memory device** of the **vote tabulating unit** is secured.

5.3 At the close of voting at the final advance voting opportunity, the presiding election official shall:

- (a) ensure that any remaining **ballots** in the **emergency ballot compartment** are inserted into the **vote tabulating unit**;
- (b) secure the **vote tabulating unit** so that no more **ballots** can be inserted; and
- (c) deliver the **vote tabulating unit** together with the **memory card** and all other materials used in the election to the chief election officer at **election headquarters**.

6. SPECIAL VOTING OPPORTUNITY PROCEDURES

6.1 A **portable ballot box** shall be used for all special voting opportunities and the presiding election official appointed to attend at each special voting opportunity shall proceed in accordance with Sections 4.2, 4.3, 4.4 and 4.5 of this Bylaw so far as applicable, except that the voted **ballots** shall be deposited into the **portable ballot box** supplied by the presiding election official.

- 6.2 The presiding election official at a special voting opportunity shall ensure that the **portable ballot box** is secured when not in use and at the close of voting at the final special voting opportunity, the presiding election official shall seal the **portable ballot box** and return it together with all other election materials to the custody of the chief election officer.

7. PROCEDURES AFTER THE CLOSE OF VOTING ON GENERAL VOTING DAY

- 7.1 After the close of voting on general voting day at voting opportunities where a **vote tabulating unit** was used in the election, but excluding advance and special voting opportunities,

(a) each presiding election official shall:

- (i) ensure that any remaining **ballots** in the **emergency ballot compartment** are inserted into the **vote tabulating unit**;
- (ii) secure the **vote tabulating unit** so that no more **ballots** can be inserted;
- (iii) generate three copies of the **register tape** from the **vote tabulating unit**; and
- (iv) deliver one copy of the **register tape** along with the **memory device** from the **vote tabulating unit** to the chief election officer at **election headquarters**; and

(b) and each alternate presiding election official shall:

- (i) account for the unused, spoiled and voted **ballots** and place them, packaged and sealed separately, into the election materials transfer box along with one copy of the **results tape**;
- (ii) complete the ballot account and place the duplicate copy in the election materials transfer box;
- (iii) seal the election materials transfer box;
- (iv) place the voting books, the original copy of the ballot account, one copy of the **results tape**, completed registration cards (if applicable), keys and all completed administrative forms into the chief election officer portfolio; and
- (v) transport all equipment and materials to **election headquarters**.

- 7.2 At the close of voting on general voting day the chief election officer shall direct the presiding election official for the advance voting opportunity and any special voting opportunities where **vote tabulating units** were used, to proceed in accordance with Section 7.1 of this bylaw.

- 7.3 At the close of voting on general voting day all **portable ballot boxes** used in the election will be opened under the direction of the Chief Election Officer and all

ballots shall be removed and inserted into a **vote tabulating unit** to be counted, after which the provisions of Sections 7.1, so far as applicable, shall apply.

8. RECOUNT PROCEDURE

8.1 If a recount is required it shall be conducted under the direction of the Chief Election Officer using the **automated vote counting system** and generally in accordance with the following procedure:

- (a) the memory cards of all vote tabulating units will be cleared;
- (b) **vote tabulating units** will be designated for each voting place;
- (c) all **ballots** will be removed from the sealed ballot boxes; and
- (d) all **ballots**, except spoiled **ballots**, will be reinserted in the appropriate **vote tabulating units** under the supervision of the Chief Election Officer.

9. GENERAL

9.1 Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.

9.2 If any part, section, sentence, clause, phrase or word of this bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if the Bylaw had been adopted without the invalid portion.

INTRODUCED this 26th day of May, 2014.

Read a **FIRST** time this 9th day of June, 2014.

Read a **SECOND** time this 9th day of June, 2014.

Read a **THIRD** time this 9th day of June, 2014.

FINALLY ADOPTED this 23rd day of June, 2014.

Mayor Brian Taylor

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. 2000, as adopted by the
Municipal Council of the City of Grand Forks on the 23rd day of June, 2014.

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

Request for Decision



To: Regular Meeting

From: **Development and Engineering Services**

Date: March 26, 2018

Subject: Final Reading of OCP Bylaw Amendment and Zoning Bylaw replace and repeal

Recommendation: **THAT Council gives final reading to Official Community Plan Bylaw Amendment 1919-A2;**

THAT Council gives final reading to Zoning Bylaw 2039;

THAT Council gives final reading to Zoning Bylaw Repeal 1606-R1.

Background

- On May 9, 2016, Council directed staff to further explore options for enabling and permitting innovative (small home, cluster home, and eco-home) housing in bylaws and regulations. The department recommended that Council consider these changes in context of other issues in the Official Community Plan, and on June 13, 2016 Council directed staff to undertake a review of the OCP and undertake a public and stakeholder engagement program to implement the changes.
- OCP 'Theme 2' changes were proposed to include topics on tiny homes and cluster development, secondary suites and laneway houses, and other tools for the encouragement of affordable and sustainable housing.
- Staff developed a short online survey and held a stakeholder workshop on housing issues. The department was looking for insight from community members and feedback on key policy issues before developing recommendations for bylaw and policy changes.
- The department documented several challenges affecting housing affordability, and proposed that Council initiate changes to the OCP and Zoning Bylaw in a themed, prioritized approach.

Process:





- The department introduced these changes as an amendment to the current OCP and concurrent repeal and creation of a new Zoning Bylaw. A new Zoning Bylaw is required because of the number of recommended changes in the attached report as well as cumulative amendments since 1999.
- The repeal bylaw would repeal Zoning Bylaw 1606 with all amendments (1633, 1679, 1696, 1712, 1717, 1720, 1751, 1774, 1777, 1785, 1792, 1800, 1802, 1808, 1814, 1826, 1828, 1834, 1835, 1842, 1843, 1853, 1864, 1869, 1878, 1888, 1906, 1920, 1927, 1936, 1947, 1987, 1990, 1606-A2, 1606-A4, and 1606-A6).
- Subsequent changes identified through the remainder of the theme reviews over the next year would be brought forward in further changes in the OCP and Zoning Bylaw in 2018 and 2019, including:

- Environmental sustainability and Environmental Development Permit Areas
- Form and Character Development Permit Areas
- Active Transportation
- Asset Management & Sustainable Infrastructure
- Council held a public hearing on November 27, 2017 after first and second readings, and referred the bylaws for review by Ministry of Transportation and Regional District of Kootenay Boundary. Staff from both agencies were supportive of the changes and the RDKB directors at the Electoral Area Services meeting on January 11 voted to support the proposed bylaws. Third reading was passed on March 12, and Ministry of Transportation and Infrastructure signed off on the OCP amendment and new Zoning Bylaw between third reading and final reading.

Timeline:

Date	Topic	Status
January/February 2017	Survey on Affordable Housing	Complete
February 21	Public Workshop on Affordable and Sustainable Housing	Complete
June 26	Memorandum on proposed changes	Complete
July 17	Discussion of proposed changes with Council	Complete
October 30	1 st and 2 nd Readings; Agency Notifications	Complete
November 27	Public Hearing	Complete
March 12, 2018	Third Reading	Complete
March 26, 2018	MOTI Sign-off	Complete
March 26, 2018	Final Reading	Current

Benefits or Impacts

-  Provides a strategic basis for investment in affordable housing for the community
-  Increases availability of affordable housing, easing economic and social stresses
-  Based on significant public engagement and providing further stakeholder, public and agency review
-  Improves quality, affordability and availability of housing stock

Policy/Legislation

OCP, Zoning Bylaw, Implementing Financial bylaws; Community Charter, Local Government Act

Attachments

- Bylaws 1919-A2, 2039 with Schedule 'A', and 1606-R1

Options

1. RESOLVED THAT Council accepts the recommendation.
2. RESOLVED THAT Council does not accept the recommendation.
3. RESOLVED THAT Council refers the matter back to staff for further information.

Report Approval Details

Document Title:	180326 RMC RFD DEV ENG Final Reading OCP Zoning and Repeal.docx
Attachments:	<ul style="list-style-type: none">- By1919-A2 Affordable Housing OCP Amendment_.pdf- By2039 Zoning Bylaw for final reading.pdf- By1606 R-1 Zoning Bylaw Repeal.docx
Final Approval Date:	Mar 15, 2018

This report and all of its attachments were approved and signed as outlined below:

Dolores Sheets - Mar 15, 2018 - 2:51 PM

Diane Heinrich - Mar 15, 2018 - 3:22 PM

THE CORPORATION OF THE CITY OF GRAND FORKS
BYLAW NO. 1919-A2

A BYLAW TO AMEND THE CITY OF GRAND FORKS
OFFICIAL COMMUNITY PLAN BYLAW NO 1919, 2011

=====

WHEREAS Council may, by bylaw, amend the provisions of an Official Community Plan, pursuant to the provisions of the Local Government Act;

AND WHEREAS Council of the Corporation of the City of Grand Forks believes it is in the public interest to amend the provisions of the Official Community Plan (also known as the Sustainable Community Plan)

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

1. That the title of the City of Grand Forks Sustainable Community Plan Bylaw be renamed to “City of Grand Forks Official Community Plan”
2. That Section 1.7 “Grand Forks in the Regional Context” be amended by replacing the first sentence of the second paragraph with the following sentence:

There are approved Official Community Plans in place for both Electoral Area ‘C’ / Christina Lake (Bylaw No. 1250, as amended) and Electoral Area ‘D’ / Rural Grand Forks (Bylaw No. 1955, 2016).

3. That Section 1.7 be amended by replacing all of the bullet statements regarding Electoral Area ‘D’ with the following bullet statements:
 - Diverting urban type development, including commercial development, into the City of Grand Forks where possible;
 - Containing higher density rural residential development in close proximity to the City of Grand Forks;
 - Accommodate affordable housing, rental housing and special needs housing in a manner that is consistent with the rural nature of the Plan area.
4. That Section 2.2 “Guiding Principles” be amended by replacing the first bullet following the second paragraph with the following bullet statement:
 - Guide form, location and type of development towards sustainability with consideration for environmental health, sustainable infrastructure, affordable housing, and related ‘Smart Growth’ principles.

5. That the title of Section 4.0 be amended to the following statement:
Guide development towards sustainability through environmental health, sustainable infrastructure, and affordable housing.
6. That the first sentence of Section 4.1 “Introduction” be removed and the remainder of the first paragraph of Section 4.1 be amended to state:
Enacting sustainability enhances our quality of life, protects the natural environment, manages natural assets, sustains the ‘commons’, and saves money over time. Growth must be fiscally, environmentally and socially responsible with development decisions accounting for tradeoffs on quality of life over the long term. Planning places a priority on ‘Smart Growth’ principles which emphasize infill, redevelopment and strategies to increase density.
7. That Section 4.1 be amended with the addition of a paragraph stating:
Affordable housing has lifecycle costs of rent or mortgage, insurance, energy use, maintenance, repair, and servicing are within the means of the occupant(s); and limits offsite costs to municipal infrastructure, natural assets, ecosystems, and the climate system (collectively, the commons) to levels that can be sustained indefinitely. Affordable housing is adaptable, durable, resource-efficient, and functional.
Affordable housing costs less than 30% of before-tax household income, including rent/mortgage, insurance, taxes, utilities, and other fees.
8. That Objective 4.2.2 be amended to include the word “individuals” after “families” and before “seniors”.
9. That Section 4.3 “Policies” be amended with the removal of statements 4.3.9, 4.3.10, and 4.3.11.
10. That Section 4.3 “Policies” be amended with the addition of the following policy statements:
4.3.9 Implement an affordable housing strategy by using policies and actions to create in increase in the supply of affordable housing.
4.3.10 Support non-profit organizations in their work of sponsoring, developing, and managing housing projects and addressing housing needs of homeless and at-risk families and individuals.
4.3.11 Consider supporting through in-kind or financial resources major multi-family affordable housing projects in partnership with community organizations and outside funders.
4.3.12 Consider using City-owned land for affordable housing developments with measures to keep properties affordable over the

long term.

4.3.13 Use revenues from land sales or other dedicated funds for land-banking or for an affordable housing reserve fund replenishing City supply of public land for affordable housing.

4.3.14 Consider waiving, reducing, or deferring payment of development cost charges and other planning and development fees for affordable housing projects.

4.3.15 Consider housing agreements, density bonuses, and revitalization tax exemptions to increase provision of affordable and sustainable housing.

4.3.16 Consider initiating or supporting an affordable housing advisory committee with community stakeholders to assess and make recommendations regarding the ongoing housing needs of the community.

4.3.17 Remove barriers to affordable housing in the Zoning Bylaw by lowering minimum dwelling size, enabling garden suites and laneway houses, and other measures as appropriate to increase density and infill development.

4.3.18 Consider setting permissive tax exemption policy criteria for supportive housing, transitional and second stage housing, and group homes.

4.3.19 Enable increased residential density across all residential land uses through incremental development of small dwellings, suites, micro-apartments and tiny houses.

11. That Section 6 “Protect the Natural Environment” be amended by adding the following policy statement:

6.3.11 Consider developing a residential energy conservation and building retrofit program to support housing affordability.

12. That Section 3.1, subsection “Mixed Use Commercial/Residential (MU)” be amended with the following statement: “Development is supported to a maximum density of 40 units per hectare.”

13. That a new section 14.10 titled “Accessory Dwelling Unit and Tiny House Development Permit Area” be added and containing the following text:

The Accessory Dwelling Unit and Tiny House Development Permit Area (ADU DPA) is designated under the Local Government Act Section 488 (as amended from time to time), “establishment of objectives for the form and character of intensive residential development.”

Area

This DPA applies to:

- Placement of any detached Accessory Dwelling Unit (i.e. Garden Suites) or any temporary Tiny House on Wheels on residential-zoned properties where permitted in the Zoning Bylaw.

Justification

The intent of this Development Permit Area is to guide the incremental densification of existing residential areas with accessory dwelling units (laneway houses and carriage homes, referred to as Garden Suites, and temporary

Tiny Homes on Wheels), as well as promote compact and clustered development patterns in new residential areas where small homes are desired.

These guidelines are intended to support the creation of a variety of compact housing forms with a high standard of urban design and livability, designed for durability and an attractive appearance over the long term. They will help integrate new accessory dwelling units with the surrounding neighbourhood and provide new housing forms which are affordable and appropriate to the needs of the community.

14.10.10.1 Guidelines

Buildings and Structures

- .1 Orient buildings to maximize opportunities for passive solar heating and natural lighting
- .2 Consider adaptable design and universal accessibility
- .3 Use natural ventilation and cooling systems
- .4 Consider the use of green roof systems to reduce stormwater runoff, reduce energy costs and improve visual appearance
- .5 Use building products that demonstrate re-use, upcycling and green technology
- .6 Developments are encouraged to seek Passive House, LEED, or other sustainability certification
- .7 Where garages or carports are necessary, design them to be recessed within the building or set back from the front face of the building
- .8 Buildings should be clad with durable, aesthetically acceptable and

environmentally friendly materials at least as good of quality as primary dwelling; vinyl and aluminum siding is not acceptable

- .9 Tiny Houses on Wheels must be skirted with a finished insulating material the same quality as or complementary to the cladding of the Tiny House
- .10 In all residential zones, Tiny Houses on Wheels must have a deck or porch attached, with appropriate stairs or ramp, to signify that they are semi-permanent in nature

Utilities / Servicing

- .11 Buildings must share the services of the primary unit as per the City Bylaws for water, sewer, electrical services.

Parking / Access

- .12 Entrances should face the street (or laneway, if sited on a lane) and have direct pedestrian access from the street. Windows should provide “eyes on the lane” for security.
- .13 Shared driveways are encouraged to reduce paved surfaces
- .14 Provide vehicle access via rear lanes where they are available

Screening and Landscaping

- .15 Provide private outdoor space of at least 9 square metres for each of the primary residence and accessory dwelling unit
- .16 Provide for clothesline use
- .17 Limit the use of potable water for landscape irrigation
- .18 Provide natural filtration of rainwater into the site through techniques including raingardens, rainwater collection systems, bioswales and permeable paving or crushed rock for driveways

- 14. That this bylaw may be cited as the “**Amendment to the City of Grand Forks Official Community Plan Bylaw No. 1919-A2, 2018**”.



By1919-Sustainable
Community Plan Byl.

Read a **FIRST and SECOND** time this 30th day of October, 2017.

PUBLIC HEARING NOTICE ADVERTISED this 15th day of November, 2017
AND this 22nd day of November, 2017.

PUBLIC HEARING HELD this 27th day of November, 2017.

Read a **THIRD** time this 12th day of March, 2018.

APPROVED by the Ministry of Transportation and Infrastructure this _____
day of _____, 2018.

Approving Officer

FINALLY ADOPTED this _____ day of _____, 2018.

Mayor Frank Konrad

Corporate Officer Diane Heinrich

CERTIFIED

I hereby certify that the foregoing to be a true copy of Bylaw No. 1919-
A2 as passed by the Municipal Council of the City of Grand Forks
on the ____ day of _____, 2018.

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

THE CORPORATION OF THE CITY OF GRAND FORKS
Zoning Bylaw No. 2039
A Bylaw to Regulate Land Use in the City of Grand Forks

=====

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In accordance with the Local Government Act, Council may establish land use regulations by bylaw.

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

PART I - TITLE

1 Citation

- 1.1 This Bylaw may be cited for all purposes as the "**City of Grand Forks Zoning Bylaw No. 2039, 2018.**"

PART II – INTERPRETATION

2 Definitions

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

Accessory or Accessory Use means a use, building or structure that is incidental or subordinate to, and exclusively devoted to and located on the same parcel as a principal use, building or structure.

Aisle means an area used by registered motor vehicles for access to and from off- street parking spaces onto a highway and shall not be less than 7 metres in width.

Animal hospital means a building or part thereof provided for the prevention, cure and alleviation of disease and injury to animals and includes shelter for animals within the building or on the grounds, during their period of treatment and recovery.

Attached means a building or structure connected by way of continuous foundation, walls or roof.

Average finished grade means:

- (a) The rough grading elevation as identified on a lot grading plan, where such a plan has been approved by the City; or
- (b) Where there is no approved lot grading plan, the lowest of the average levels of finished ground elevations adjoining each exterior wall of a building or structure

determined by averaging elevations taken at the outermost corners of the building or structure, excluding localized depressions for vehicular or pedestrian access. Finished ground elevations include fill materials placed on the lot to raise the ground elevation up to but not above the average elevation of adjoining lots at the adjoining lot lines, or to the required flood construction level.

Bed and breakfast means a home occupation that offers a maximum of 3 bedrooms, for rent to the travelling public by the registered owner of the dwelling. The primary use of the dwelling is for the principal residence of the owner.

Campground means an area of land, managed as a unit, which provides short term accommodation for tents, tent trailers, travel trailers, recreational vehicles and campers.

Commercial recreation facility means a building or structure, designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.

Community events centre means the use of land, buildings or facilities to include but not limited to the following:

- (a) passive or active recreational activities;
- (b) educational activities;
- (c) arts and culture activities and events;
- (d) convention, conference, meeting and business events;
- (e) society and group gatherings and events.

Community garden means a site operated on a not-for-profit basis by volunteers where:

- (a) a parcel of land is used to produce edible and ornamental plants and trees for the personal use of its members or community use through allotments of garden space or shared plots;
- (b) demonstration gardening or other instructional programming may be offered; and
- (c) the use of plots, greenhouses, storage sheds, accessory buildings and the provision of services such as water, tilling and shared tools may be provided to members.

Community sewage means a system of sewage collection and disposal serving two or more parcels.

Community use service(s) means the use of land, buildings or facilities for the following purposes:

- (a) community sponsored and funded passive or active recreational activities;
- (b) community sponsored and funded educational activities;
- (c) health activities, which includes congregate care facilities, intermediate care facilities, personal care facilities and hospitals;
- (d) or any combination of the above.

Community water means a system for the distribution of fresh potable water serving two or more parcels.

Congregate care means housing in the form of one or more dwelling units for semi-independent persons within which is provided living and sleeping facilities, meal preparation, laundry services and room cleaning. A congregate care facility may also include such associated uses and services as administrative offices for that facility, on-site residential accommodation for support staff, transportation for residents and counselling services. A congregate care facility provides only limited on-site health care services.

Convenience store means a commercial operation where merchandise and foodstuffs

are offered for retail sale. This operation may contain a banking machine or a postal outlet.

Day care centre means a public or private facility providing educational enrichment and custodial care to young children and are licensed by the appropriate jurisdictions.

Density means a measure of the intensity of development to the area of the site, expressed as the number of units per area/site or as floor area. Dwelling units are calculated as follows:

- (a) greater than 90 square meters floor area equals one unit;
- (b) 29 square meters and up to 90 square meters floor area equals 0.7 units; and
- (c) Less than 29 square meters floor area equals 0.3 units.

Derelict vehicle means any vehicle which has not been licensed pursuant to the *Motor Vehicle Act* for a period of more than 12 months and which is not housed in a garage or carport.

Dwelling unit means a building or a part of a building in which a person(s) live(s). This means one or more rooms are to be used as or designed as a residence, which contains sleeping, cooking and sanitary facilities and has an independent entrance, either directly from outside a building or from a common hallway inside a building. Without restricting the generality of the above, this includes but is not limited to the following classifications:

- (a) Single-family detached dwelling, generally designed for and occupied by one family;
- (b) Two-family dwellings, attached, semi attached or detached and of equivalent floor area;
- (c) Three family dwellings meaning any physical arrangement of three attached or detached dwelling units with exterior access to grade;
- (d) Multi-family dwellings, commonly referred to as either townhouses if attached or a 'pocket neighbourhood' if detached;
- (e) Apartments, for rent to the public or for private uses. The private use of apartments may also be used as on-site security or watchperson's quarters for industrial uses;
- (f) Mobile home, a transportable factory built single family dwelling designed to provide year-round living accommodation for one family and able to be connected to utility services, manufactured after June 1, 1989, in conformity with the CAN/CSA-Z240 MH Series.
- (g) Accessory Dwelling Unit (ADU) is an independently habitable dwelling unit including a locking entrance door, intended to enable the creation of additional housing units while respecting the look and scale of the principle dwelling or dwellings on the property, and includes:
 - (i) a Secondary Suite, contained within the primary dwelling, and occupying the lesser of 40% of the floor area of the principle dwelling or 90 square metres;
 - (ii) a Garden Suite, subordinate to and detached from the primary dwelling and occupying a maximum of the lesser of 90 square metres or 75% of the floor area of the principal dwelling.
- (h) Tiny House on Wheels, a dwelling unit on wheeled chassis, greater than 12 square meters and less than 29 square metres, designed to be used as a full-time residence in this climate.

Ecological reserve means land used or intended to be used for the preservation of the environment or for scientific research and education pertaining to studies in the inter-relationships between species and the behaviour of unique flora and fauna.

Emergency response and municipal services means a use providing the public with fire, police and/or ambulance services.

Equestrian centre means the use of lands, buildings, or structures for the boarding of horses, the training of horses and riders, and the staging of equestrian events, but does not include the commercial racing of horses.

Exterior side parcel line means a side parcel line that abuts a highway. Please see the Parcel Definition Diagram No. 1 and the Setback/Height Definition Diagram No. 2.

Farm operation (animal) means the growing, rearing, producing of poultry, fowl, livestock or game farm animals for commercial purposes.

Farm operation (crop) means the growing, rearing, producing or harvesting of agricultural or specialty crops, for commercial purposes.

Fencing or Landscape Screening means a fence, wall, berm or other similar like barriers or any combination thereof, that effectively obstructs the view or denies physical access to a parcel of land or portion thereof.

Floor area means the aggregate of the area of all floors in a building, measured between the inside surface of the exterior walls of the building, excluding the following: carports, parking garages, and sun decks.

Front parcel line means a front parcel boundary that abuts a highway, and in respect of a corner parcel is the shortest parcel boundary abutting a highway. Please see the Parcel Definition Diagram No. 1 and the Setback/Height Definition Diagram No. 2.

Height (of a building or structure) means:

- (a) the vertical distance from the average finished grade level or from the flood construction level as defined in the Grand Forks Floodplain Bylaw as amended or replaced from time to time,
- (b) recorded at the outermost corners of a building or structure to the highest point of a structure,
- (c) excluding structures placed on the roof for the protection of Heating, Ventilation and Cooling, maintenance of elevator mechanisms or similar purposes (please see Setback/Height Definition Diagram No. 2).

Highway includes a street, road, lane, bridge, viaduct, government road allowances and any other way open to the use of the public, but does not include a private right-of-way on private property.

Home industry means an occupation or profession that may include outdoor storage and accessory retail sales, carried out in a dwelling or accessory building, by the residents of the dwelling, where such occupation or profession is incidental or secondary to the residential use of the subject property.

Home occupation means an occupation or profession that may include accessory retail sales, carried out in a dwelling, by the residents of the dwelling, where such occupation or profession is incidental or secondary to the residential use of the subject property.

Hotel means a building wherein accommodation is provided primarily for the travelling members of the public on a daily rental basis. Access to the accommodation is through the main lobby of the business operation. The accommodation may or may not include an on-site kitchenette. The building may or may not contain any of the following services:

- (a) one or more restaurants;

- (b) one or more liquor licensed rooms;
- (c) one or more banquet rooms;
- (d) one or more meeting rooms; and
- (e) recreational facilities.

Interior side parcel line means a side parcel line that is not common to a highway other than a lane or walkway. Please see the Parcel Definition Diagram No. 1 and the Setback/Height Definition Diagram No. 2.

Kennel means a commercial establishment for the keeping, breeding, or training of domestic pets.

Lane means a highway, generally 10 metres in width or less, providing secondary access to a parcel of land.

Liquor licensed premises means any building, structure or premises licensed to sell alcohol or spirits, under the *Liquor Control and Licensing Act* and it may or may not include the selling of food or the providing of entertainment.

Lot area means the total area of a parcel of land taken in a horizontal plane.

Lot area coverage means the area of the lot covered by buildings or structures, and parking if specified, expressed as a percentage of the gross lot area.

Manufacturing facilities means a building, structure or a parcel of land used for the making of articles or products by either physical labour or with machinery or a combination of both methods. This excludes the following activities:

- (a) asphalt plants;
- (b) pulp and /or paper manufacturing facility.

Mobile home park means **3 or more** mobile homes on a parcel of land, but does not include the storage of unoccupied mobile homes on the parcel.

Motel means a building or buildings where accommodation is provided primarily for the travelling members of the public on a daily rental basis. Access to the accommodation is directly from the operation's off-street parking lot. The accommodation may or may not include an on-site kitchenette. The building(s) may or may not contain any of the following services:

- (a) one or more restaurants;
- (b) one or more liquor licensed rooms;
- (c) one or more banquet rooms;
- (d) one or more meeting rooms; and
- (e) recreational facilities.

Municipal services means a system, work or resource, including but not limited to natural gas distribution, electricity, sewerage, community waterworks, and telephone services.

Open fencing means fencing, which is constructed of wire, chain linking or other material that does not present visual obstruction.

Parcel of land means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway.

Personal service establishment means a business where personal services are provided to consumers and where the retail sale of goods, wares, merchandise or articles is only accessory to the provisions of such services, without restricting the generality of the above, this includes but is not limited to the following:

- (a) barber shops;
- (b) beauty shops;

- (c) tailor shops;
- (d) laundry;
- (e) dry-cleaning establishments;
- (f) shoe repair shops;
- (g) dressmakers or suit makers;
- (h) catering establishments.

Principal use means a use, building or structure, which occupies the major or central portion of a parcel and constitutes, the primary purpose for which the parcel is used.

Professional services means the provision of services by an individual who is registered or duly licensed as such to practice under the provisions of the authority of appropriate jurisdiction. Without restricting the generality of the above, this includes but is not limited to the following:

- (a) doctors and dentists;
- (b) lawyers;
- (c) accountants;
- (d) engineers;
- (e) surveyors;
- (f) financial advisors;
- (g) architects; and
- (h) other similar professionals.

Rear parcel line means the boundary of a parcel that lies the most opposite to and is not connected to the front parcel line. Please see the Parcel Definition Diagram No. 1 and the Setback/Height Definition Diagram No. 2.

Recreational vehicle means any camper, vehicle, trailer, fifth wheel, house, car, structure or conveyance designed to travel or to be transported on the highways and constructed or equipped to be used as temporary living or sleeping quarters by travelers.

Religious centre means a building or structure dedicated to religious worship and may include accessory uses such as a day-care centre, an assembly hall, a library, arts and craft sales, community suppers, sales of pre-owned goods and an accessory dwelling for a caretaker.

Restaurant means a building or structure where food and drink is prepared and sold to the public for consumption. This food and drink may be eaten within or outside of the building or structure or taken away from the building or structure.

Salvage yard means the use of land for the abandonment, collection, demolition, dismantlement, keeping, storage, salvage, or sale of used, discarded, worn out or scrapped machinery, vehicles, vehicle parts, scrap metal, scrap wood, chains, used pipes, waste paper, furniture, bottles, cans, rope, iron, copper or other scrap or discarded materials.

Seniors housing means a single building designed to provide accommodation for up to a maximum of 14 senior citizens and may include common eating and social activity areas for the use of the residents, administration facilities and a maximum of one additional dwelling unit in the form of a self-contained apartment within the building for the use of a caregiver and the caregiver's family.

Senior citizens complex means any building or structure, which contains more than 3 senior citizen dwelling units. This building or structure include private or central kitchen facilities, private or common eating areas, common recreational areas, private

sleeping areas and accessory facilities such as clubs or lounges.

Setback means the minimum distance required under this Bylaw between a building or structure and each of the specified parcel lines (Setback/Height Diagram No. 2).

Side parcel line means a parcel line other than a front or rear parcel line (Parcel Definition Diagram No. 1 and the Setback/Height Definition Diagram No. 2).

Value added wood processing means either

- (a) a shift away from the standardized high-volume basic wood commodity products produced, with the focus being upon the development of new products or manufacturing techniques that are tailor made for a specific sector of the market; or
- (b) a forestry manufacturing activity that generates more jobs from the same raw material sources used for the development of the standardized high-volume basic wood products.

Watchperson's quarters means a dwelling unit that may be provided for the use of one person and their immediate family, who is providing on-site security services.

Diagram No. 1
PARCEL DEFINITIONS

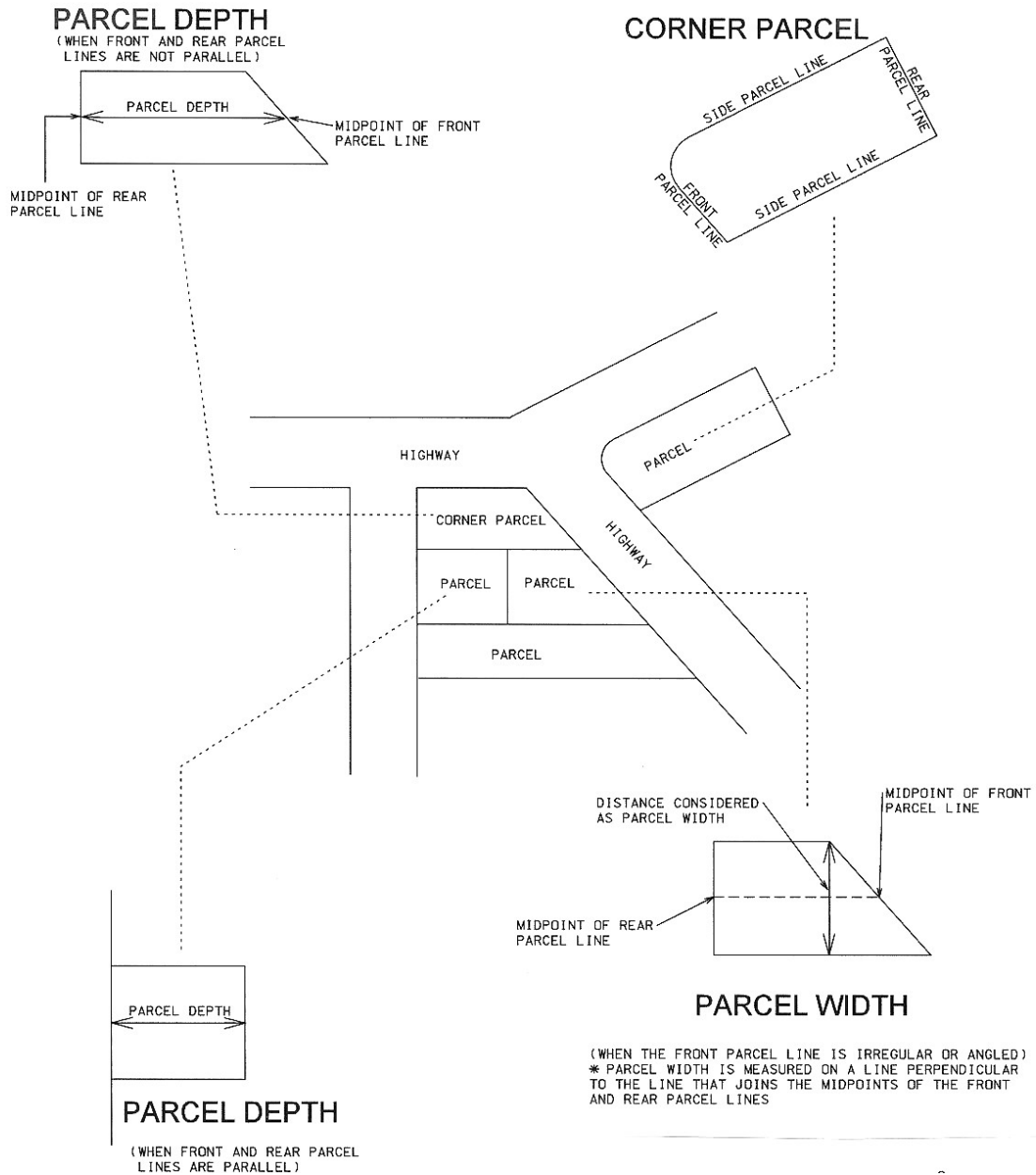
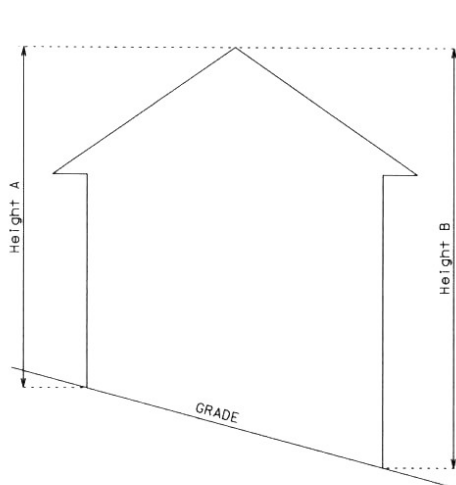
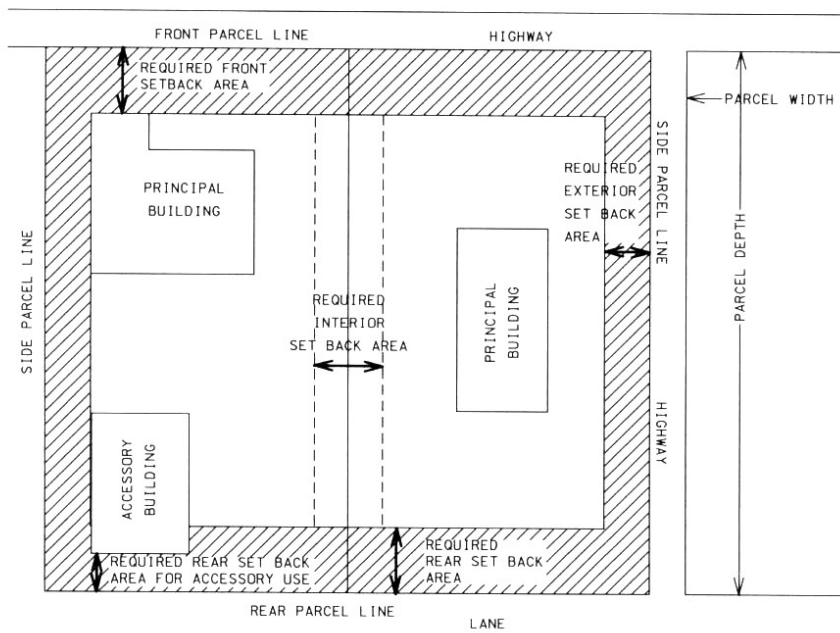
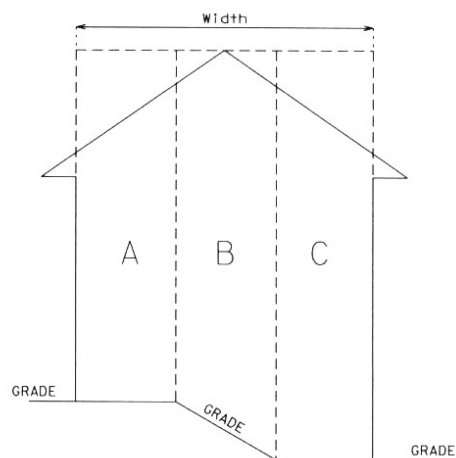


Diagram No. 2
SETBACK/HEIGHT DEFINITIONS



$$\text{Average Height} = (\text{Height A} + \text{Height B}) / 2$$

EXAMPLE 1



$$\text{Average Height} = (\text{Area A} + \text{Area B} + \text{Area C}) / \text{Width}$$

EXAMPLE 2

PART III – ADMINISTRATION

3 Application

- 3.1 This bylaw applies to all the land, surface of water, buildings and structures within the boundaries of the City of Grand Forks.

4 Compliance

- 4.1 No land including the surface of water, building or structure shall be subdivided, used or occupied, and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with this bylaw.

5 Non-Conforming Uses

- 5.1 Non-conforming uses of land, buildings and structures, the current siting, size or dimensions of existing buildings or structures, off-street parking areas and loading spaces shall be governed by the *Local Government Act*.
- 5.2 Where the use and density of a building or structure conform to this Bylaw but the size, shape or dimensions, or siting of a building or structure or portions thereof does not conform with this Bylaw, and was lawfully constructed prior to the enactment of the prohibition in this Bylaw, the building or structure or portions thereof may be repaired, extended or altered subject to the *Local Government Act* and the *British Columbia Building Code*, provided that:
- (a) The building or structure does not encroach on public property or public right of way;
 - (b) The repair, extension or alteration would when completed involve no further contravention of the Bylaw than that existing at the time the repair, extension or alteration was started except where the repair, extension or alteration is permitted or authorized through a Council approved variance.
- 5.3 Lots in existence prior to the adoption of this bylaw do not have to comply with the minimum lot size requirement subject to compliance of all other provisions of this bylaw.

6 Administration

- 6.1 The Administrator or such other persons appointed by the Council shall administer this bylaw.
- 6.2 Persons appointed under subsection .1 may enter any parcel, building or premises at any reasonable time to ascertain whether the regulations contained in this bylaw are being observed.

7 Violation

- 7.1 It shall be unlawful for any person to cause, suffer, or permit land to be used or any building or structure to be constructed, reconstructed, altered, moved, extended, or used in contravention of this bylaw or otherwise to contravene or fail to comply with this bylaw.
- 7.2 It shall be unlawful for any person to prevent or obstruct any official appointed under Section 6.1 from the carrying out of the duties under this bylaw.

8 Penalty

- 8.1 Any person who violates the regulations of this bylaw may be liable on summary conviction to a penalty and to the costs of prosecution. A separate offence shall be deemed to be committed on each day during, or on which, a violation occurs or continues.

9 **General**

- 9.1 Any enactment referred to herein is a reference to an enactment of British Columbia (or, where specified, Canada) and regulations thereto, as amended, revised, consolidated or replaced from time to time.
- 9.2 If any part, section, sentence, clause, phrase or word of this bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if the Bylaw had been adopted without the invalid portion.

10 **Bylaw Amendment Process**

- 10.1 An application for rezoning shall be treated as an application to amend this bylaw.
- 10.2 Any person applying to have this bylaw amended shall apply in writing to the City of Grand Forks, describing the proposed change, plus provide reasons in support of the application. The application shall include the legal description and location of the property sought to be rezoned, name and address of the owner of the property, and if the applicant is not the owner, a statement as to the applicant's interest in the property to be rezoned. The application must be accompanied with the required fee. The rezoning application may also require the Grand Forks Official Community Plan to be amended as well.
- 10.3 Every application for rezoning shall be accompanied by a fee as prescribed in the relevant fees bylaw.
- 10.4 The Council will not reconsider an application for amendment to this bylaw, which has been denied within the past 6 months. The Council may review the application prior to this six-month period, if the Council deems that the original application has been substantially modified.

11 **Metric Units**

- 11.1 Metric units are used for all measurements in this bylaw. For convenience, one metre in length equals 3.28084 feet and one square metre equals 10.7639 square feet, as illustrated in the following Table 1:

Table 1: Common measures in metric and imperial equivalents

Metre	Feet	square m	square ft	square m	square ft	Acre
0.50	1'7"	1.0	11	930.0	10,010	0.23
0.60	1'11"	10.0	108	1,000.0	10,764	0.25
1.00	3'3"	12.0	129	1,393.5	15,000	0.34
1.30	4'3"	12.0	129	2,024.0	21,786	0.50
1.50	4'11"	13.0	140	10,120.0	108,931	2.50
1.85	6'0"	18.0	194			
2.40	7'10"	20.0	215			
2.50	8'2"	29.0	312			
3.00	9'10"	30.0	323			
3.70	12'1"	45.0	484			
4.00	13'1"	50.0	538			
4.60	15'1"	75.0	807			
4.80	15'8"	90.0	969			
5.50	18'0"	100.0	1,076			

Metre	Feet	square m	square ft	square m	square ft	Acre
6.00	19'8"	140.0	1,507			
7.00	22'11"	485.0	5,220			
7.50	24'7"	500.0	5,382			
9.00	29'6"	697.0	7,502			
9.75	31'11"	700.0	7,535			
10.00	32'9"	929.0	10,000			
10.50	34'5"					

PART IV GENERAL REGULATIONS

12 Application of General Regulations

- 12.1 Except as otherwise stated, Sections 12 to 33 apply to all zones established under this bylaw.

13 Accessory Buildings - Proximity to Principal Use

- 13.1 No accessory building or accessory structure shall be located within 1 metre of any principal building on the same parcel.

14 Agricultural Land Reserve Lands

- 14.1 For land located within the Agricultural Land Reserve, this bylaw is binding only insofar as it is not contrary to the Agricultural Land Commission Act, regulations or orders of the Provincial Agricultural Land Commission.

15 Development on Hazardous or Unstable Lands

- 15.1 Please see the appropriate section of the Local Government Act, which outlines when a Building Inspector may require additional information prior to issuing a Building Permit and the Development Permit sections of the City of Grand Forks Official Community Plan.

16 Access to Arterial Highways

- 16.1 Notwithstanding any regulations contained in this bylaw, access to land adjacent to a controlled access highway shall be subject to approval from the Ministry of Transportation and Infrastructure, pursuant to the Transportation Act.
- 16.2 There shall be no direct access to a controlled access highway if any alternate access is available, without the approval of the Ministry of Transportation and Highways.

17 Garages Attached to A Principal Building

- 17.1 A garage or carport attached to a principal building is deemed to be a portion of the principal building.

18 Height Exceptions

- 18.1 No building, structure or structural feature shall exceed the height limitations set out in Part VI of this bylaw except:
- (a) flag poles;
 - (b) monuments, church steeples and spires;
 - (c) chimneys;
 - (d) communication towers, antennas or masts for the reception of communication signals;
 - (e) lighting poles, other than those in residential areas;
 - (f) tanks;
 - (g) industrial cranes.

19 Home Occupations

- 19.1 A person conducting a home occupation shall comply with the regulations in section 19.
- 19.2 There shall be no external display or advertisement other than a sign that shall not exceed one square metre in area.
- 19.3 A maximum of two persons may be employed in a home occupation, that are not residents

on the parcel upon which the home occupation is taking place.

- 19.4 A home occupation shall be conducted entirely within a dwelling or within a building accessory to a dwelling.
- 19.5 The floor area of the home occupation shall not exceed 30% of the entire floor area of the entire dwelling.
- 19.6 No outdoor storage of materials, containers, or finished products shall be permitted.

20 Home Industries

- 20.1 A person conducting a home industry shall comply with the regulations in section 20.
- 20.2 No home industry shall involve or utilize materials or products that produce inflammable or explosive vapours or gases.
- 20.3 There shall be no external display or advertisement other than a sign which shall not exceed one square metre in area.
- 20.4 A maximum of four persons may be employed in a home industry who are not residents of a dwelling on the parcel upon which the home industry is taking place.
- 20.5 The entire operations of the home industry shall not exceed 25% of the parcel of land.

21 Mobile Home Parks

- 21.1 Mobile home parks shall be subject to the "City of Grand Forks Mobile Home Park Bylaw", as amended or replaced.

22 Garden Suites

- 22.1 A Garden Suite shall have a minimum floor area of 12 sq. m. and a maximum floor area of 90 sq. m.
- 22.2 A Garden Suite shall satisfy all the requirements of the *British Columbia Building Code* and other associated bylaws and regulations.
- 22.3 If a Garden Suite does not have direct access to a highway on an exterior side or rear parcel line, it shall have private or emergency access via an unobstructed pathway constructed and maintained between the public street and the Garden Suite entrance, with a minimum width of 1 m.
- 22.4 A Garden Suite shall be sited on a permanent foundation.
- 22.5 A Garden Suite shall not be permitted to be strata titled.
- 22.6 A Garden Suite shall not include a Secondary Suite.

23 Tiny House on Wheels

- 23.1 A Tiny House on Wheels must be constructed to be used as a full-time residence according to the current *British Columbia Building Code* or the CSA Z240 or Z240RV standard if it is premanufactured.
- 23.2 For residential zones permitting a single family dwelling with a floor area between 18 and 29 square metres or a Garden Suite, the Tiny House on Wheels must be converted to a single family dwelling or a Garden Suite by placement on a full-depth perimeter or point-support foundation, subject to the conditions of a Building Permit from the City.
- 23.3 A person must obtain a Temporary Use Permit to place a Tiny House on Wheels that is not converted to a principal dwelling or garden suite in a zone where it is not permitted, such that:

- (a) bonding sufficient for removal of the Tiny House on Wheels is provided to the City before the time of placement; and
- (b) the Tiny House on Wheels is removed at the end of the Permit period; or
- (a) to remain on the property the Tiny House on Wheels must be converted as per subsection 23.2.

24 Minimum Parcel Size Exceptions

- 24.1 Notwithstanding the regulations of this bylaw there shall be no minimum parcel size requirements for any of the following uses:
- (a) ecological reserves;
 - (b) fish and wildlife habitat areas;
 - (c) watershed protection and erosion control areas;
 - (d) municipal services;
 - (e) community gardens;
 - (f) solid waste transfer stations or sites; and
 - (g) religious centres.

25 Offstreet Loading

- 25.1 This section applies to the following land use zones:
- (a) Tourist Commercial
 - (b) Highway Commercial
 - (c) Neighbourhood Commercial
 - (d) Light, General and Value Added Industrial
 - (e) Gravel/Mineral Processing.
- 25.2 Each offstreet loading area shall not be smaller than 3.7 metres in width by 9 metres in length with 4 metres of vertical clearance.
- 25.3 Each offstreet loading area shall be set back a minimum of 6 metres from the designated fronting street or a back lane.
- 25.4 Each offstreet loading area shall always have access to an unobstructed aisle that intersects with a highway.
- 25.5 The required offstreet loading area shall be located on the same parcel of land as the use, building or structure they serve.
- 25.6 Offstreet loading areas, as required by this bylaw, shall not be credited against the additional requirement of offstreet parking, if required.
- 25.7 The number of offstreet loading areas required shall be based upon the following criteria:
- (a) One space for the first 500 square metres of floor area or fraction thereof, and
 - (b) One additional space for each additional 2,024 square metres of floor area or fraction thereof.
- 25.8 The offstreet loading areas shall not project into any highway.

26 Offstreet Parking

- 26.1 Each offstreet parking space shall be not less than 2.5 metres wide and 5.5 metres long, and have a vertical clearance of not less than 2.5 metres.
- 26.2 Where the calculation of the number of offstreet parking spaces results in a fraction, one parking space shall be provided in respect of the fraction.
- 26.3 Where seating accommodation is the basis for the calculation of the number of parking spaces and the building or use consists of benches, pews, booths, or similar seating

- accommodation, each 0.5 metres of width of such seating shall be deemed to be one seat.
- 26.4 Every offstreet parking space shall always have access to an aisle that intersects with a highway, with exception to the second space required for a single-family dwelling.
- 26.5 Except for single-family dwelling units, accessory dwelling units, mobile homes and campground uses parking areas and access points shall be surfaced with durable dust free and preferably pervious material and all parking spaces shall be clearly marked.
- 26.6 For non-residential uses the required offstreet-parking areas that accommodate 3 or more vehicles, shall include a parking space for a disabled person.
- 26.7 Offstreet parking areas, as required by this bylaw, shall not be credited against the requirement of offstreet loading.
- 26.8 The number of access points from each parking area to a fronting street shall not exceed two per parcel of land.
- 26.9 Where an owner or occupier of land in the Commercial Core Zone cannot provide the required number of off-street parking spaces as outlined on Table 1 below, the City may accept a cash contribution in the amount of \$1000.00 per required parking space not developed.
- 26.10 Off street parking spaces for each building, structure and use permitted shall be provided in accordance with the requirements in the following Table 2:

Table 2: Class of Building/Use: Required Number of Spaces

Animal hospital	one space per every 30 square metres of floor area
Automobile parts supply	one space per every 45 square metres of floor area, including outdoor sales area
Automobile sales, rentals, service and repair	one space per every 45 square metres of retail and outdoor storage space
Automobile service station	one space per every 45 square metres of floor space
Bed and breakfast accommodation	one space for every bedroom offered to the patrons
Building supply establishments	one space per every 45 square metres of covered and outdoor sales area
supply stores	
Campground	one space for the proposed campsite plus 2 additional spaces for the campground host
Community centre, club, and lodge	one space per every 10 square metres of floor area
Contractors shop and yard	one space per every 50 square metres of the shop floor area
Convenience store	one space per every 45 square metres of retail sales portion of floor area plus one space per employee per shift
Congregate care and rest homes	one space for every 3 bedrooms including Seniors Housing plus one space for every employee
Day care centre	one spaces per employee plus one space for every 5 children registered in the day care facility
Dwelling unit (greater than 90 square metres)	two spaces per every unit
Dwelling Unit (equal to or under 90 square metres)	one space per every unit

Farm machinery sales, service and repair	one space per every 45 square metres of retail floor and storage area
Fuel sales (bulk) or key lock installations	one space per every 15 square metres of floor area
Home occupation, home industry	one space per every 40 square metres of area used for the home occupation or home industry
Hospital	one space per every 10 square metres of floor space
Hotel, motel	one space per every unit offered daily to the public
Library	one space per every 10 square metres of floor area
Machine, welding, woodworking shop	one space per every 50 square metres of floor area
Manufacturing, fabricating, or processing	one space per 50 square metres of floor space
Medical clinic, dental clinic	one space per every 20 square metres of total floor area
Museum	one space per every 25 square metres of floor area
Nursery	one space per every 45 square metres of covered and outdoor sales area
Professional services	one space per every 60 square metres of floor area
Personal service establishment	one space per every 20 square metres of floor area
Printing and publishing establishment	one space per every 45 square metres of floor space
Public house (liquor licensed premises)	one space per every 3 seats for the patrons
Recreation facility	one space per every 10 square metres of ice, pool, or game area
Religious centre	one space per every 4 seats
Restaurant	one space per every 3 seats for the patrons
Retail store	one space per every 45 square metres of floor area
School, elementary	3 spaces per every classroom
School, secondary and post-secondary:	4 spaces per every classroom
Storage, warehousing and freight facility	one space per every 100 square metres of floor area, including outdoor sales and storage areas
Transportation depot	one space per every 20 square metres of total floor space

26.11 Where a building or parcel of land contains more than one function or use the required number of parking spaces shall be the sum of the requirements of each function.

27 **Permitted Use Exceptions**

27.1 Notwithstanding the regulations set out in Part VI of this bylaw, the following uses are permitted in all zones:

- (a) emergency response and municipal services;
- (b) ecological reserves;
- (c) fish and wildlife habitat;
- (d) watershed protection and erosion control;
- (e) publicly owned and operated parks and playgrounds including buildings and facilities associated therewith;
- (f) temporary structures or storage of materials required for approved construction projects, to be removed within 30 days of the completion of the construction;

(g) community garden.

28 Screening and Fencing

- 28.1 A person may not place screening or fencing unless in accordance with this section except where provided otherwise in this bylaw.
- 28.2 Landscape screens and closed fencing 1.3 metres or less and open fencing 1.85 metres or less may be sited on any portion of a parcel.
- 28.3 Open fencing 2.4 metres or less may be shall be sited in accordance with the required front setbacks for a principal building within the same zone.
- 28.4 Landscape screens and closed fencing on the interior side parcel line shall be 1.85 metres or less in height and sited in accordance with the required front parcel line setbacks for a principal building within the same zone.
- 28.5 Landscape screens, closed fencing and open fencing greater than 2.4 metres shall be sited in accordance with the required front setbacks for a principal building within the same zone.

29 Secondary Suites

- 29.1 Notwithstanding the regulations set out in Part VI of this bylaw, a secondary suite is permitted on every parcel where a single-family dwelling is permitted, subject to the conditions in this section.
- 29.2 A secondary suite shall comply with all statutory and bylaw requirements, including approval from the agency having the jurisdiction for the proposed means of sewage disposal.
- 29.3 The secondary suite shall not exceed 90 square metres or 40% of the floor area of the principal single-family dwelling, whichever is less.
- 29.4 No more than one secondary suite shall be located on a parcel of land.

30 Setback Area Exceptions

- 30.1 Notwithstanding Part VI of this bylaw, a person shall not locate any building, structure, or structural feature in a setback area except:
- (a) eaves, cornices, sills, bay windows, steps, stairs, chimneys and other similar features, provided such constructions do not extend more than 0.6 metres into the setback area;
 - (b) signs, other than those specified in Part VI of this bylaw;
 - (c) open porches or canopies over entrances to buildings, provided such projections do not extend more than 1.5 metres into the exterior setback area and 0.6 metres into the interior setback area;
 - (d) communication towers and antennas for the reception of radio and television;
 - (e) a patio or terrace without a roof provided that the patio or terrace does not extend more than one metre into the setback area;
 - (f) a fire escape provided that the fire escape does not extend more than one metre into the setback area;
 - (g) fences and screening, as described in section 28 of this bylaw;
 - (h) an arbour, trellis, fish pond, ornament, monument, silo, or flag pole.

31 Storage of Derelict Vehicles

- 31.1 In all zones, except as provided for in the (Industrial – 2) General Industrial zone, no parcel of land shall be used for the wrecking or storage of more than one derelict vehicle or as a

junkyard.

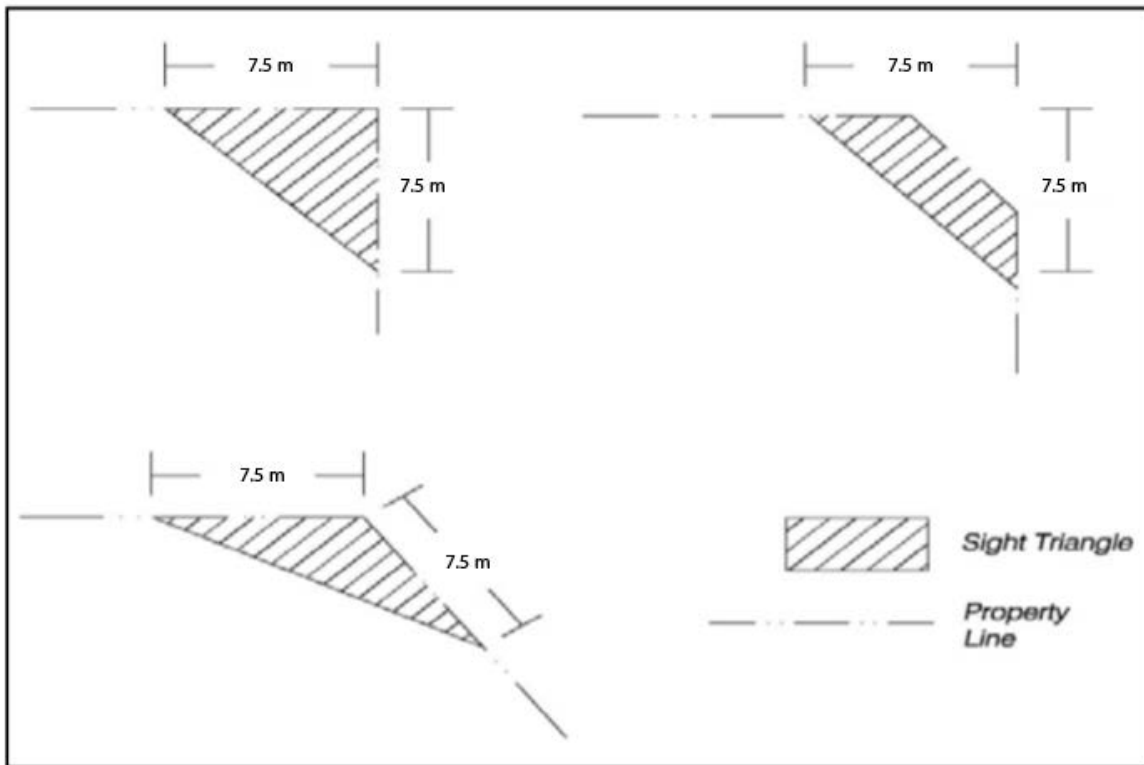
32 **Strata Parcels Siting Requirements**

- 32.1 Interior side parcel line setbacks required by this bylaw shall not apply to a strata parcel under a registered building strata plan pursuant to the *Strata Property Act* where there is a common wall shared by two or more dwellings within a building.
- 32.2 The setback regulations of this bylaw apply to all bare land strata parcels.

33 **Visibility**

- 33.1 Where a parcel of land is located at the intersection of any two highways, no trees, shrubs, plants, fences, screens, buildings or other structures shall be placed that are greater than 1.0 metres in height within a sight triangle bounded by the intersecting parcel lines at a highway corner and a line joining points along said parcel line 7.5 metres from their point of intersection, as illustrated in the following Diagram No. 3:

Diagram No. 3



PART V CREATION OF ZONES

34 Definitions of Zones

- 34.1 The City of Grand Forks is divided into the zones defined and regulated as per the following sections in Part VI of this bylaw.

35 Locations of Zones

- 35.1 The location of each zone is defined on "Schedule A" entitled "Official Zoning Map" of Zoning Bylaw No. 2039, 2018.
- 35.2 Where a zone boundary is shown on "Schedule A" as following a highway, rail right-of-way, or watercourse, the centre line of the highway, rail right-of-way or watercourse shall be the zone boundary.
- 35.3 The dashed lines used in "Schedule A" shall be interpreted as if they were solid lines.

PART VI ZONES

36 **R-1 (Residential – Single & Two Family) Zone**

- 36.1 The following uses and no others are permitted:
- (a) dwelling units;
 - (b) religious centres;
 - (c) day care centres;
 - (d) bed and breakfast accommodations;
 - (e) home occupations.
- 36.2 Permitted accessory uses and buildings include:
- (a) buildings or structures accessory to permitted uses.
- 36.3 The minimum parcel size for subdivision purposes is:
- (a) 10,120 square metres where there is no community sewage or water system;
 - (b) 1,393.5 square metres when the parcel is either connected to a community sewage or water system, but not both;
 - (c) 697 square metres when the parcel is connected to both a community sewage and water system.
- 36.4 The following types of dwelling units are allowed on a parcel of land;
- (a) One single family dwelling, plus
 - (b) One secondary suite and one garden suite; or
 - (c) One two-family dwelling, plus
 - (d) One garden suite.
- 36.5 The maximum permitted lot area coverage shall be 50% for the principal building with all accessory buildings, structures, and offstreet parking.
- 36.6 No principal building or structure shall exceed 9.75 metres in height.
- 36.7 No accessory building or structure shall exceed 4.8 metres in height.
- 36.8 The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure or 45 square metres if the principal structure is smaller than 90 square metres.
- 36.9 The minimum size for a single-family dwelling in this zone shall be 40 square metres.
- 36.10 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
- (a) 6 metres of a front parcel line;
 - (b) 1.5 metres of an interior side parcel line;
 - (c) 4.6 metres of an exterior side parcel line; or
 - (d) 6 metres of a rear parcel line.
- 36.11 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line and not closer to the front parcel line than the facing wall of the principal building.
- 36.12 See Sections 12 to 33 of this Bylaw.

37 R-1A (Residential – Single Family) Zone

- 37.1 Every subsection in Section 37 refers to the R-1a (Residential – Single Family) Zone.
- 37.2 The following uses and no others are permitted in an R-1A zone:
- (a) dwelling units;
 - (b) religious centres;
 - (c) day care centres;
 - (d) bed and breakfast accommodations;
 - (e) home occupations.
- 37.3 Permitted accessory uses and buildings include:
- (a) Buildings or structures accessory to permitted uses.
- 37.4 The minimum parcel size for subdivision purposes is:
- (a) 10,120 square metres where there is no community sewage or water system;
 - (b) 1,393.5 square metres when the parcel is either connected to a community sewage or water system, but not both;
 - (c) 697 square metres when the parcel is connected to both a community sewage and water system.
- 37.5 The only type of dwelling unit allowed on a parcel of land in this zone is one single-family dwelling.
- 37.6 The maximum permitted lot area coverage shall be 50% for the principal building with all accessory buildings, structures, and offstreet parking requirements.
- 37.7 No principal building or structure shall exceed 9.75 metres in height.
- 37.8 No accessory building or structure shall exceed 4.8 metres in height.
- 37.9 The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure.
- 37.10 The minimum size for a single-family dwelling shall be 75 square metres.
- 37.11 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
- (a) 6 metres of a front parcel line;
 - (b) 1.5 metres of an interior side parcel line;
 - (c) 4.6 metres of an exterior side parcel line; or
 - (d) 6 metres of a rear parcel line.
- 37.12 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line and not closer to the front parcel line than the facing wall of the principal building.
- 37.13 See Sections 12 to 33 of this Bylaw.

38 R-1B (Residential Care) Zone

- 38.1 Every subsection in section 38 refers to the R-1B (Residential Care) Zone.
- 38.2 The following uses and no others are permitted:
(a) Seniors Housing subject to the Community Care Facility Act, as amended.
- 38.3 Permitted accessory uses and buildings include:
(b) buildings or structures accessory to permitted uses.
- 38.4 The minimum parcel size for subdivision purposes in R-1B Zone is:
(a) 10,120 square metres where there is no community sewage or water system;
(b) 1,393.5 square metres when the parcel is either connected to a community sewage or water system, but not both;
(c) 697 square metres when the parcel is connected to both a community sewage and water system.
- 38.5 The minimum parcel size shall be 929 square metres with on-site accommodation for a caregiver, or 697 square metres with no on-site accommodation for a caregiver.
- 38.6 The maximum permitted lot area coverage shall be 50% for the principal building with all accessory buildings, structures, and offstreet parking.
- 38.7 No principal building or structure shall exceed 9.75 metres in height.
- 38.8 No accessory building or structure shall exceed 4.8 metres in height.
- 38.9 The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure.
- 38.10 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
(a) 6 metres of a front parcel line;
(b) 1.5 metres of an interior side parcel line;
(c) 4.6 metres of an exterior side parcel line; or
(d) 6 metres of a rear parcel line.
- 38.11 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line and not closer to the front parcel line than the facing wall of the principal building.
- 38.12 See Sections 12 to 33 of this Bylaw.

39 R-2 (Residential – Small Lot) Zone

- 39.1 Every subsection in Section 39 refers to R-2 (Residential – Small Lot) Zone
- 39.2 The following uses and no others are permitted:
- (a) dwelling units;
 - (b) religious centres;
 - (c) day care centres;
 - (d) bed and breakfast accommodations;
 - (e) home occupations.
- 39.3 Permitted accessory uses and buildings include:
- (a) buildings or structures accessory to permitted uses.
- 39.4 The minimum size for subdivision purposes is:
- (a) 10,120 square metres where there is no community sewage or water system;
 - (b) 1,393.5 square metres when the parcel is either connected to a community sewage or water system, but not both;
 - (c) 485 square metres when the parcel is connected to both a community sewage and water system.
- 39.5 One of the following types of dwelling units is allowed:
- (a) One single family dwelling, plus
 - (b) One secondary suite and one garden suite; or
 - (c) One two-family dwelling, plus
 - (d) One garden suite.
- 39.6 The maximum permitted lot area coverage shall be 50% for the principal building with all accessory buildings, structures, and offstreet parking.
- 39.7 No building or structure shall exceed 9.75 metres in height.
- 39.8 No accessory building or structure shall exceed 4.8 metres in height.
- 39.9 The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure.
- 39.10 The minimum size for a single-family dwelling shall be 18 square metres.
- 39.11 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
- (a) 6 metres of a front parcel line;
 - (b) 1.5 metres of an interior side parcel line;
 - (c) 4.6 metres of an exterior side parcel line; or
 - (d) 6 metres of a rear parcel line.
- 39.12 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line and not closer to the front parcel line than the facing wall of the principal building.
- 39.13 See Sections 12 to 33 of this Bylaw.

40 **R-3 (Multi-Family Residential) Zone**

- 40.1 Every subsection in Section 40 refers to R-3 (Multi-Family Residential) Zone.
- 40.2 The following uses and no others are permitted:
- (a) dwelling units;
 - (b) religious centres;
 - (c) home occupations;
 - (d) uses listed in the Neighbourhood Commercial (NC) zone.
- 40.3 Permitted accessory uses and buildings include:
- (a) buildings or structures accessory permitted uses.
- 40.4 Neighbourhood Commercial uses may only be located on the first storey of a multi-storey building in an R-3 zone and may occupy a maximum of 30% of the floor area of the building.
- 40.5 Home occupations are only allowed in dwellings that are individually owned and have direct access to the City's roadway network.
- 40.6 The minimum parcel size for subdivision purposes is:
- (a) 1000 square metres.
- 40.7 One of the following types of dwelling units are allowed:
- (a) multi-family dwellings; or
 - (b) apartment units.
- 40.8 The maximum permitted lot area coverage is 50% including principal building and all accessory buildings and structures.
- 40.9 No building or structure shall exceed 18 metres in height.
- 40.10 No accessory building shall exceed 4.8 metres in height
- 40.11 No accessory building shall have a total floor area greater than 20% of the principal structure.
- 40.12 The maximum size of any unit in a bare land strata complex shall be 140 square metres.
- 40.13 The minimum size of any unit in a bare land strata complex shall be 18 square metres.
- 40.14 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
- (a) 6 metres of a front parcel line;
 - (b) 1.5 metres of an interior side parcel line;
 - (c) 4.6 metres of an exterior side parcel line; or
 - (d) 6 metres of a rear parcel line.
- 40.15 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line and not closer to the front parcel line than the facing wall of the principal building.
- 40.16 Every parcel must be connected to a community sewage and water system.
- 40.17 See Sections 12 to 33 of this Bylaw.

41 R-3A (Compact Multi-Family Residential) Zone

- 41.1 Every subsection in section 41 refers to the R-3A (Compact Multi-Family Residential) Zone.
- 41.2 The following uses and no others are permitted:
 - (a) dwelling units;
 - (b) home occupation.
- 41.3 Permitted accessory uses and buildings include:
 - (c) buildings or structures accessory to permitted uses.
- 41.4 Home occupations are only allowed in dwellings that are individually owned and have direct access to the City's roadway network.
- 41.5 The minimum parcel size for subdivision purposes is 485 square metres.
- 41.6 The following dwelling unit types are allowed:
 - (a) single family dwellings;
 - (b) two family dwellings;
 - (c) three family dwellings.
- 41.7 The maximum permitted lot area coverage shall be 50% for the principal building with all accessory buildings, structures, and offstreet parking.
- 41.8 No dwelling shall exceed 9.75 metres in height.
- 41.9 No accessory building or structure shall exceed 4.8 metres in height.
- 41.10 No accessory building shall have a total floor area greater than 20% of the principal structure.
- 41.11 The maximum size of any unit in a strata complex shall be 140 square metres.
- 41.12 The minimum size of any unit in a strata complex shall be 18 square metres.
- 41.13 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
 - (a) 6 metres of a front parcel line;
 - (b) 1.5 metres of an interior side parcel line;
 - (c) 4.6 metres of an exterior side parcel line; or
 - (d) 6 metres of a rear parcel line.
- 41.14 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line and not closer to the front parcel line than the facing wall of the principal building.
- 41.15 Every parcel must be connected to a community sewage and water system.
- 41.16 See Sections 12 to 33 of this Bylaw.

42 R-4 (Rural Residential) Zone

- 42.1 Every subsection in Section 42 refers to the R-4 (Rural Residential) Zone
- 42.2 The following uses and no others are permitted:
- (a) dwelling units;
 - (b) farm operations (crops and/or animals);
 - (c) bed and breakfast accommodations;
 - (d) kennels;
 - (e) home occupations;
 - (f) home industries;
- 42.3 Permitted accessory uses and buildings include:
- (a) buildings or structures accessory to any of the uses permitted in this zone.
- 42.4 The minimum parcel size for subdivision purposes is:
- (a) 10,120 square metres where there is no community sewage or water system;
 - (b) 1,393.5 square metres when the parcel is connected to either a community sewage or water system, but not both;
 - (c) 1,400 square metres when the parcel or parcels are connected to a community sewage and water system.
- 42.5 One of the following types of dwelling units are allowed on a parcel of land in an R-4 zone:
- (a) one single family detached dwelling; or
 - (b) one two-family dwelling; plus
 - (c) one mobile home.
- 42.6 The maximum permitted lot area coverage shall be 50% for the principal building with all accessory buildings, structures, and offstreet parking.
- 42.7 No building or structure shall exceed 10 metres in height, with exception to farm buildings or structures.
- 42.8 The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure, with exception to farm buildings or structures.
- 42.9 The minimum size for a dwelling shall be 18 square metres.
- 42.10 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
- (a) 6 metres of a front parcel line;
 - (b) 3 metres of an interior side parcel line;
 - (c) 4.6 metres of an exterior side parcel line; or
 - (d) 6 metres of a rear parcel line.
- 42.11 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line and not closer to the front parcel line than the setback permitted for the property.
- 42.12 There is no restriction on height or location of open fencing.
- 42.13 See Sections 12 to 33 of this Bylaw.

43 R-4A (Rural Residential) Zone

- 43.1 Every subsection in Section 43 refers to the R-4A (Rural Residential) Zone
- 43.2 The following uses and no others are permitted:
- (a) dwelling units;
 - (b) farm operations (crops);
 - (c) bed and breakfast accommodations;
 - (d) kennels;
 - (e) home occupations;
 - (f) home industries.
- 43.3 Permitted accessory uses and buildings include:
- (a) buildings or structures accessory to any permitted use.
- 43.4 The minimum parcel size for subdivision purposes is:
- (a) 10,120 square metres where there is no community sewage or water system;
 - (b) 1,393.5 square metres when the parcel is connected to either a community sewage or water system, but not both;
 - (c) 1,400 square metres when the parcel or parcels are connected to a community sewage and water system;
- 43.5 One of the following types of dwelling units are allowed on a parcel of land in an R-4 zone:
- (a) one single family detached dwelling; or
 - (b) one two-family dwelling; plus
 - (c) one mobile home.
- 43.6 The maximum permitted lot area coverage shall be 50% for the principal building with all accessory buildings, structures, and offstreet parking.
- 43.7 No building or structure shall exceed 10 metres in height, with exception to farm buildings or structures.
- 43.8 The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure, with exception to farm buildings or structures.
- 43.9 The minimum size for a dwelling shall be 18 square metres.
- 43.10 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
- (a) 6 metres of a front parcel line;
 - (b) 3 metres of an interior side parcel line;
 - (c) 4.6 metres of an exterior side parcel line; or
 - (d) 6 metres of a rear parcel line.
- 43.11 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line and not closer to the front parcel line than the setback permitted for the property.
- 43.12 There is no restriction on height or location of open fencing.
- 43.13 See Sections 12 to 33 of this Bylaw.

44 **R-5 (Mobile Home Park) Zone**

- 44.1 Every subsection in Section 44 refers to the R-5 (Mobile Home Park) Zone.
- 44.2 The following uses and no others are permitted:
- (a) dwelling unit;
 - (b) mobile home park;
 - (c) recreation facilities;
 - (d) laundry facilities;
 - (e) home occupations.
- 44.3 Permitted accessory uses and buildings includes:
- (a) buildings or structures accessory to permitted uses.
- 44.4 The minimum parcel size for subdivision purposes is 0.4 hectares.
- 44.5 A maximum of one accessory single-family dwelling is permitted.
- 44.6 The maximum permitted lot area coverage for all buildings and structures shall be 60%.
- 44.7 No principal building or structure shall exceed 7.5 metres in height.
- 44.8 The minimum size for a single-family dwelling shall be 18 square metres.
- 44.9 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within 4.6 metres of any lot line.
- 44.10 On each mobile home space only 1 detached storage shed or accessory building, not exceeding 13 square metres in size, may be located, subject to the following regulations:
- (a) that such storage shed or accessory building be constructed and finished so that the design, construction and finish will complement and blend in with the mobile home;
 - (b) that the height of the storage shed or accessory building not exceed 2.5 metres;
 - (c) that such storage shed or accessory building be located to the side or rear of the mobile home and placed not closer than 1 metre to the mobile home.
- 44.11 See Sections 12 to 33 of this Bylaw and the City of Grand Forks Mobile Home Park Bylaw, as amended.

45 **AUC (Adaptive Use Commercial) Zone**

- 45.1 Every subsection in Section 45 refers to the AUC (Adaptive Use Commercial) Zone.
- 45.2 The following uses and no others are permitted:
- (a) professional services;
 - (b) personal service establishments;
 - (c) retail establishments;
 - (d) dwelling units;
 - (e) religious centres;
 - (f) bed and breakfast accommodations;
 - (g) home occupations.
- 45.3 Permitted accessory uses and buildings on any parcel includes:
- (a) restaurants;
 - (b) buildings or structures accessory to permitted uses
- 45.4 The minimum parcel size for subdivision purposes is 700 square metres.
- 45.5 Each parcel shall be connected to a community sewage and water system.
- 45.6 The minimum parcel size that is to be used for a two-family dwelling or a multi-family dwelling shall be 930 square metres.
- 45.7 The following dwelling unit types are allowed:
- (a) one single family dwelling;
 - (b) one two family dwelling;
 - (c) one multi-family dwelling; or
 - (d) dwelling units in combination with another permitted use.
- 45.8 A residential use shall be the only use in each storey so used.
- 45.9 The maximum permitted lot area coverage for all building and structures shall be 50%.
- 45.10 No principal building or structure shall exceed 10.5 metres in height.
- 45.11 No accessory building or structure shall exceed 4.8 metres in height.
- 45.12 The total of all the accessory buildings shall have a floor area not greater than 50% of the principal structure.
- 45.13 The maximum floor space dedicated to retail sales, excluding storage, shall be 100 square metres.
- 45.14 The minimum size for a dwelling shall be 18 square metres.
- 45.15 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:
- (a) 6 metres of a front parcel line;
 - (b) 1.5 metres of an interior side parcel line;
 - (c) 4.6 metres of an exterior side parcel line; or
 - (d) 7.6 metres of a rear parcel line.
- 45.16 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line and not closer to the front parcel line than the facing wall of the principal building.
- 45.17 Operation of a commercial use is not permitted between the hours of 10:00 P.M. and 8:00 A.M.
- 45.18 Accessory off-street parking and accessory off-street loading shall be located entirely to the rear of the front face of the principal building.
- 45.19 See Sections 12 to 33 of this bylaw.

46 **NC (Neighbourhood Commercial) Zone**

46.1 Every subsection in Section 46 refers to the NC (Neighbourhood Commercial) Zone

46.2 The following uses and no others are permitted:

- (a) convenience stores;
- (b) restaurants and liquor licensed premises;
- (c) personal service establishments;
- (d) dwelling units above or in conjunction with the commercial operation;
- (e) professional services;
- (f) post office.

46.3 Permitted accessory uses and buildings include:

- (a) buildings or structures accessory to permitted uses;
- (b) One garden suite.

46.4 There is no minimum parcel size for subdivision purposes.

46.5 Apartment units shall be permitted up to a maximum of 50% of the principal building first storey floor area and 100% of any upper storey floor area.

46.6 The maximum permitted lot area coverage shall be 60% for the principal building with all accessory buildings and structures.

46.7 No principal building or structure shall exceed 18 metres in height.

46.8 No accessory building or structure shall exceed 4.8 metres in height.

46.9 No accessory building shall have a total floor area greater than 25% of the principal structure.

46.10 Except as otherwise specifically permitted, no building, structure or illuminated sign shall be located within 4.6 metres of a lot in a Residential zone.

46.11 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line.

46.12 If a fence is erected it shall not exceed a height of 2.4 metres.

46.13 Every parcel must be connected to community water and sewage systems.

46.14 See Sections 12 to 33 of this Bylaw.

47 HC (Highway Commercial) Zone

47.1 Every subsection in Section 47 refers to HC (Highway Commercial Zone).

47.2 The following uses and no others are permitted in a HC zone:

- (a) hotels or motels;
- (b) restaurants;
- (c) automobile sales and parts supply, service stations;
- (d) convenience stores including gas bars;
- (e) car wash establishments;
- (f) retail sales establishments;
- (g) personal service establishments;
- (h) liquor licensed premises;
- (i) animal hospitals;
- (j) building supply establishments;
- (k) offices;
- (l) tool and equipment rental establishments.

47.3 Permitted accessory uses and buildings on any parcel includes:

- (a) a dwelling unit accessory to permitted uses;
- (b) buildings or structures accessory to permitted uses.

47.4 There is no minimum parcel size for subdivision purposes

47.5 Apartment units contained within the above-mentioned commercial activities shall be permitted up to a maximum of 50% of the principal building floor area.

47.6 The maximum permitted lot area coverage shall be 60% for the principal building with all accessory buildings and structures.

47.7 No building or structure shall exceed 18 metres in height.

47.8 Except as otherwise specifically permitted in this bylaw, no building, structure or illuminated sign shall be located within 4.6 metres of a lot in a Residential zone.

47.9 No accessory building shall have a total floor area greater than 25% of the principal structure.

47.10 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line.

47.11 If a fence is erected it shall not exceed a height of 2.4 metres.

47.12 Each parcel shall be connected to a community sewage and water system.

47.13 See Sections 12 to 33 of this Bylaw.

48 CC (Core Commercial) Zone

48.1 Every subsection in Section 48 refers to the CC (Core Commercial) Zone.

48.2 The following uses and no others are permitted:

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

48.3 Permitted accessory uses and buildings on any parcel includes:

- (a) apartment units;
- (b) buildings or structures accessory to any of the uses permitted in this zone.

48.4 There is no minimum parcel size.

48.5 Apartment units shall be permitted to a maximum of 50% of first storey floor area and 100% of second or higher storey floor area.

48.6 The maximum permitted lot area coverage for all buildings and structures shall be:

- (a) 100% with approved fire-resistant walls;
- (b) 80% without approved fire-resistant walls.

48.7 No building or structure shall exceed 18 metres in height.

48.8 No accessory building or structure shall exceed 4.8 metres in height.

48.9 No accessory building shall have a floor area greater than 10% of the principal structure.

48.10 The buildings or structures used for the commercial operation must be a minimum of 4.6 metres from any parcel lot line that is adjacent to a residential parcel of land.

48.11 If a fence is erected it shall not exceed a height of 2.4 metres.

48.12 Every parcel must be connected to a community sewage and water system.

48.13 See Sections 12 to 33 of this Bylaw.

49 TC (Tourist Commercial) Zone

- 49.1 Every subsection in Section 49 refers to the TC (Tourist Commercial) Zone
- 49.2 The following uses and no others are permitted in a TC zone:
- (a) hotels or inns;
 - (b) recreational businesses and campgrounds;
 - (c) tourist facilities and related amenities;
 - (d) retail establishments;
 - (e) restaurants;
 - (f) convenience stores including gas bars.
- 49.3 Permitted accessory uses and buildings include:
- (a) dwelling unit accessory to a permitted use, and
 - (b) buildings or structures accessory to any of the uses permitted in this zone.
- 49.4 There is no minimum parcel size.
- 49.5 Apartment units contained within the above mentioned commercial activities are permitted. Not more than 50% of the principal building shall be used for apartments.
- 49.6 No designated recreational space shall be used as a permanent residence.
- 49.7 One Garden Suite shall be permitted.
- 49.8 The maximum permitted lot area coverage shall be 60% for the principal building with all accessory buildings and structures.
- 49.9 No building or structure shall exceed 18 metres in height.
- 49.10 No accessory building shall have a total floor area greater than 25% of the principal structure.
- 49.11 Except as otherwise specifically permitted in this bylaw, no building, structure or illuminated sign shall be located within 4.6 metres of a lot in a Residential zone.
- 49.12 No accessory building shall be located closer than 1.5 metres to a rear or side parcel line.
- 49.13 If a fence is erected it shall not exceed a height of 2.4 metres.
- 49.14 Every parcel must be connected to a community sewage and water system.
- 49.15 See Sections 12 to 33 of this Bylaw.

50 I-1 (Light Industrial) Zone

50.1 Every subsection in Section 50 refers to the I-1 (Light Industrial) Zone.

50.2 The following uses and no others are permitted:

- (a) auction markets, excluding the sales of animals;
- (b) contractors shop and storage yard for trade, trucking and construction service;
- (c) warehousing, cartage, express, freight facilities, indoor storage;
- (d) building supply establishments;
- (e) transportation depots, including taxi dispatch office;
- (f) public utility offices, including works yard and substations;
- (g) bulk fuel sales;
- (h) wholesale establishments;
- (i) machine shop, welding shop or a woodworking shop;
- (j) manufacturing facilities;
- (k) recycling depots;
- (l) tool and equipment rental establishments;
- (m) watchperson's quarters;
- (n) community events centre.

50.3 Permitted accessory uses and buildings include:

- (a) buildings or structures accessory to any of the permitted uses.

50.4 There is no minimum parcel size.

50.5 One of the following types of dwelling unit shall be permitted for use as a watchperson's quarters:

- (a) single detached dwelling;
- (b) manufactured home;
- (c) Tiny House on Wheels;
- (d) private apartment with its own separate entrance.

50.6 The maximum permitted lot area coverage shall be 60% for all buildings and structures.

50.7 No building or structure shall exceed 18 metres in height.

50.8 No accessory building shall have a total floor area greater than 50% of the principal structure.

50.9 Except as otherwise specifically permitted in this bylaw, no building, structure or illuminated sign, shall be located within 4.6 metres of a lot in a Residential zone.

50.10 No accessory building shall be located closer than 1.5 metres to a rear parcel line.

50.11 All outdoor storage areas and/or manufacturing activities that are adjacent to either a residential area or a highway shall be screened by a solid fence or landscaped berm that shall be not less than 2.4 metres in height from the grade to the top of the berm or fence.

50.12 See Sections 12 to 33 of this Bylaw.

51 I-2 (General Industrial) Zone

- 51.1 Every subsection in Section 51 refers to the I-2 (General Industrial) Zone.
- 51.2 The following uses and no others are permitted:
- (a) manufacturing facilities and storage areas for raw materials;
 - (b) auction market, including the sales of animals;
 - (c) storage, warehousing, cartage, express and freight facilities;
 - (d) salvage yards and recycling depots;
 - (e) gravel extraction activities such as processing and screening;
 - (f) machine, welding and woodworking shops, and the retail sale of these items;
 - (g) kennels;
 - (h) automotive repair shops;
 - (i) watchperson's quarters;
 - (j) bulk fuel sales;
 - (k) tool and equipment rental establishments
- 51.3 Permitted accessory uses and buildings include:
- (a) buildings or structures accessory a permitted use.
- 51.4 There is no minimum parcel size.
- 51.5 One of the following types of dwelling unit shall be permitted for use as a watchperson's quarters:
- (a) single detached dwelling;
 - (b) Tiny House on Wheels;
 - (c) manufactured home; or
 - (d) private apartment with its own separate entrance.
- 51.6 The maximum permitted lot area coverage shall be 60% for the principal building with all accessory buildings and structures.
- 51.7 No building or structure shall exceed 18 metres in height.
- 51.8 No accessory building shall have a total floor area greater than 50% of the principal structure.
- 51.9 Except as otherwise specifically permitted in this bylaw, no building, structure or illuminated sign, shall be located within 4.6 metres of a lot in a Residential zone.
- 51.10 All outdoor storage areas and/or manufacturing activities that are adjacent to either a residential area or a highway shall be screened by a solid fence or landscaped berm that shall be not less than 2.4 metres in height from the grade to the top of the berm or fence.
- 51.11 See Sections 12 to 33 of this Bylaw.

52 I-3 (Value Added Industrial) Zone

- 52.1 Every subsection in Section 52 refers to the I-3 (Value Added) Zone.
- 52.2 The following uses and no others are permitted:
- (a) value added wood processing activities;
 - (b) storage yards and warehouses;
 - (c) building supply establishments;
 - (d) manufacturing facilities and retail sales of the products produced on-site;
 - (e) watchperson's quarters
 - (f) repairs, maintenance and storage of heavy equipment.
- 52.3 Permitted accessory uses and buildings include:
- (a) buildings or structures accessory a permitted use.
- 52.4 There is no minimum parcel size.
- 52.5 One of the following types of dwelling unit shall be permitted for use as a watchperson's quarters:
- (b) single detached dwelling;
 - (c) Tiny House on Wheels;
 - (d) manufactured home; or
 - (e) private apartment with its own separate entrance.
- 52.6 The maximum permitted lot area coverage shall be 60% for the principal building with all accessory buildings and structures.
- 52.7 No building or structure shall exceed 18 metres in height.
- 52.8 No accessory building shall have a total floor area greater than 50% of the principal structure.
- 52.9 Except as otherwise specifically permitted in this bylaw, no building, structure or illuminated sign, shall be located within 4.6 metres of a lot in a Residential zone.
- 52.10 All outdoor storage areas and/or manufacturing activities that are adjacent to either a residential area or a highway shall be screened by a solid fence or landscaped berm that shall be not less than 2.4 metres in height from the grade to the top of the berm or fence.
- 52.11 See Sections 12 to 33 of this Bylaw.

53 I-4 (Gravel/Mineral Processing) Zone

- 53.1 Every subsection in Section 53 refers to the I-4 (Gravel / Mineral) Zone.
- 53.2 The following uses and no others are permitted:
- (a) gravel/mineral crushing or processing;
 - (b) gravel and mineral storage piles;
 - (c) watchperson's quarters;
 - (d) storage of raw materials and finished products;
 - (e) manufacturing, including processing facilities and the retail sales of the products produced on-site;
 - (f) construction business operations;
 - (g) heavy equipment repair and maintenance operations.
- 53.3 Permitted accessory uses and buildings include:
- (a) buildings or structures accessory a permitted use.
- 53.4 There is no minimum parcel size.
- 53.5 One of the following types of dwelling unit shall be permitted for use as a watchperson's quarters:
- (b) single detached dwelling;
 - (c) Tiny House on Wheels;
 - (d) manufactured home; or
 - (e) private apartment with its own separate entrance.
- 53.6 The maximum permitted lot area coverage shall be 60% for the principal building with all accessory buildings and structures.
- 53.7 No building or structure shall exceed 18 metres in height.
- 53.8 No accessory building shall have a total floor area greater than 50% of the principal structure.
- 53.9 Except as otherwise specifically permitted in this bylaw, no building, structure or illuminated sign, shall be located within 4.6 metres of any lot line.
- 53.10 All outdoor storage areas and/or manufacturing activities that are adjacent to either a residential area or a highway shall be screened by a solid fence or landscaped berm that shall be not less than 2.4 metres in height from the grade to the top of the berm or fence.
- 53.11 See Sections 12 to 33 of this Bylaw.

54 **LF (Landfill) Zone**

- 54.1 Every subsection Section 54 refers to the LF (Landfill) Zone.
- 54.2 The following uses and no others are permitted:
- (a) landfill operations;
 - (b) commercial composting operations;
 - (c) recycling depot or containers;
 - (d) kennels.
- 54.3 Permitted accessory uses and buildings include:
- (e) buildings or structures accessory a permitted use;
 - (f) watchperson's quarters.
- 54.4 There is no minimum parcel size.
- 54.5 One of the following types of dwelling unit shall be permitted for use as a watchperson's quarters:
- (a) single detached dwelling;
 - (b) Tiny House on Wheels;
 - (c) manufactured home;
 - (d) private apartment with its own separate entrance.
- 54.6 No building or structure shall exceed 18 metres in height.
- 54.7 No accessory building shall have a floor area greater than 60% of the principal structure.
- 54.8 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within 4.6 metres of any lot line.
- 54.9 All outdoor storage areas and/or manufacturing activities that are adjacent to either a residential area or a street shall be screened by a solid fence or landscaped berm that shall be not less than 2.4 metres in height from the grade to the top of the berm or fence.
- 54.10 See Sections 12 to 33 of this Bylaw.

55 AP (Airport Industrial) Zone

- 55.1 Every subsection in Section 55 refers to the AP (Airport Industrial) Zone
- 55.2 The following uses and no others are permitted:
- (a) warehousing, cartage, express, and freight facilities;
 - (b) aircraft maintenance and repair facilities;
 - (c) bulk aviation gas operations;
 - (d) air terminal buildings, car rental agencies and aircraft runways;
 - (e) manufacturing facilities, including agricultural value-added processing;
 - (f) machine shops;
 - (g) restaurants;
 - (h) watchperson's quarters;
 - (i) retail sales, secondary to the Airport use;
 - (j) fire suppression base.
- 55.3 Permitted accessory uses and buildings includes:
- (a) buildings or structures accessory to a permitted use.
- 55.4 There is no minimum parcel size in this zone.
- 55.5 One of the following types of dwelling unit shall be permitted for use as a watchperson's quarters:
- (a) single detached dwelling;
 - (b) manufactured home;
 - (c) Tiny House on Wheels;
 - (d) private apartment with its own separate entrance.
- 55.6 The maximum permitted lot area coverage shall be 60% for the principal building with all accessory buildings and structures.
- 55.7 No building or structure shall exceed 10 metres in height.
- 55.8 No accessory building shall have a floor area greater than 50% of the principal structure.
- 55.9 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within 4.6 metres of any other zone.
- 55.10 Setbacks from runways are subject to the *Aeronautics Act* of Canada, as amended.
- 55.11 Open fencing with no height or location restrictions is allowed in this zone.
- 55.12 See Sections 12 to 33 of this Bylaw.

56 CU (Community Use) Zone

56.1 Every subsection in Section 56 refers to the CU (Community Use) Zone

56.2 The following uses and no others are permitted:

- (a) libraries;
- (b) museums;
- (c) cemeteries;
- (d) hospital, including medical clinic, dental clinic, ambulance station, rest home or private hospitals;
- (e) post office;
- (f) community events centre;
- (g) community use service;
- (h) open space passive recreational areas;
- (i) municipal, local government or educational buildings, day care centers;
- (j) senior citizen complexes, senior activity centres and congregate care facilities;
- (k) any building or structure operating under a Private-Council partnership agreement.

56.3 Permitted accessory uses and buildings include:

- (a) buildings or structures accessory to a permitted use.

56.4 There is no minimum parcel size.

56.5 No accessory building shall have a floor area greater than 50% of the principal structure.

56.6 No building or structure shall exceed 10 metres in height, except fire halls;

56.7 Except as otherwise specifically permitted in this bylaw, no building or structure shall be located within:

- (a) 6 metres of a front parcel line;
- (b) 1.5 metres of an interior side parcel line;
- (c) 3 metres of an exterior side parcel line, or
- (d) 6 metres of a rear parcel line

56.8 See Sections 12 to 33 of this bylaw

57 **Incorporation**

57.1 Schedule "A" Land Use Zoning Map attached hereto is hereby made part of this bylaw.

Read a **first** time this 30th day of October 2017.

Read a **second** time this 30th day of October 2017.

PUBLIC HEARING NOTICE ADVERTISED this 15th day of November 2017 AND this 22nd day of November 2017.

Public hearing held this 27th day of November 2017.

Read a **third** time this 12th day of March, 2018.

Approved by the Ministry of Transportation and Infrastructure this _____ day of _____, 2018.

Approving Officer

Finally adopted this _____ day of _____, 2018.

Mayor Frank Konrad

Corporate Officer, Diane Heinrich

CERTIFICATE

I hereby certify the foregoing to be a true copy of Bylaw No. 2039, as adopted by the Municipal Council of the City of Grand Forks on the _____ day of _____, 2018.

Corporate Officer of the Corporation of the
City of Grand Forks

THE CORPORATION OF THE CITY OF GRAND FORKS
BYLAW NO. 1606-R1

A Bylaw to Repeal the City of Grand Forks
Zoning Bylaw No. 1606, 1999 and all Amendments

=====

WHEREAS the Council of the Corporation of the City of Grand Forks believes it is necessary to repeal Bylaw No. 1606, in its entirety and with all amendments;

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

1. That Bylaw No. 1606, cited as “**City of Grand Forks Zoning Bylaw No. 1606, 1999**”, together with all amendments identified as bylaws numbered 1633, 1679, 1696, 1702, 1712, 1713, 1717, 1720, 1751, 1774, 1777, 1785, 1792, 1800, 1802, 1808, 1814, 1826, 1828, 1834, 1835, 1842, 1843, 1853, 1864, 1869, 1878, (Zoning Amendment Bylaw) 1888, 1906, 1920, 1927, 1936, 1947, 1987, 1990, 1606-A2, 1606-A4, and 1606-A6, be repealed.
2. That this bylaw may be cited as the “**Repeal of the City of Grand Forks Zoning Bylaw No. 1919-A2, 2018**”.

Read a **FIRST and SECOND** time this 30th day of October, 2017.

PUBLIC HEARING NOTICE ADVERTISED this 15th day of November, 2017
AND this 22nd day of November, 2017.

PUBLIC HEARING HELD this 27th day of November, 2017.

Read a **THIRD** time this 12th day of March, 2018.

FINALLY ADOPTED this ____ day of _____, 2018.

Mayor Frank Konrad

Corporate Officer Diane Heinrich

CERTIFIED

I hereby certify that the foregoing to be a true copy of Bylaw No. 1606-R1 as passed by the Municipal Council of the City of Grand Forks on the ____ day of _____, 2018.

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

Request for Decision



To: Regular Meeting
From: **Chief Financial Officer**
Date: March 26, 2018
Subject: Five Year Financial Plan Bylaw No. 2045
Recommendation: **THAT Council gives first three readings to the Five Year Financial Plan Bylaw 2018-2022, No. 2045.**

Background

Sections 165 and 166 of the Community Charter require a municipality to adopt a five-year financial plan annually, before the annual property tax bylaw is adopted, and to include public consultation as part of the financial planning process. The Financial Plan Bylaw will need to be adopted on April 9, 2018 in order to meet the regulatory deadline of May 15, 2018 for the adoption of the annual tax rates bylaw.

Three public budget workshops were conducted in January and February 2018, with a draft 2018-2022 financial plan presented for review at the final workshop. The proposed financial plan bylaw was introduced to the Committee of the Whole on March 12, and at that time it was decided to proceed with a tax revenue increase of 3% for 2018, as presented.

At the March 12 regular meeting, Council voted to include the SolarNow capital project in the financial plan, resulting in the following changes:

- a \$65,000 increase in capital expenditures for 2018
- a revenue increase of \$25,000 for the proposed grant funding in 2018
- an increase of \$40,000 in 2018 transfers from reserves, representing the City's contribution to come from the Climate Action Reserve
- revisions to the 2019-2022 amortization amounts

The Five Year Financial Plan Bylaw and ancillary schedules are presented here for first three readings.

Benefits or Impacts

General

Adoption of a five-year financial plan is an annual requirement of the Community Charter. The 2018-2022 Financial Plan sets out the proposed funding sources, expenditures, and transfers to and from reserve funds for the current and additional four fiscal years.

The Financial Plan has been developed by applying the objectives and policies of Asset Management Financial Policy 808 towards achieving a goal of financial sustainability.

Strategic Impact



Fiscal Responsibility

Preparation of an annual budget and financial plan allows the City to ensure that adequate provision is made to meet its short and long-term operational and capital financial needs.

Policy/Legislation

Community Charter Section 165
Asset Management Financial Policy No. 808

Attachments

Draft Five Year Financial Plan Bylaw No. 2045

Recommendation

THAT Council gives first three readings to the Five Year Financial Plan Bylaw 2018-2022, No. 2045.

Options

1. THAT Council accepts the recommendation.
2. THAT Council does not accept the recommendation.
3. THAT Council refers the matter back to staff for further information.

Report Approval Details

Document Title:	Bylaw 2045 5 Year Plan 1st 3 rdgs.docx
Attachments:	- Bylaw2045 Five Year Financial Plan 2018-2022 Mar 26.pdf
Final Approval Date:	Mar 16, 2018

This report and all of its attachments were approved and signed as outlined below:

Diane Heinrich - Mar 16, 2018 - 9:55 AM

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2045

A Bylaw to Establish the Five Year Financial Plan For the Years 2018 - 2022

The Council for the Corporation of the City of Grand Forks, in open meeting assembled, enacts as follows:

1. This bylaw may be cited, for all purposes, as the “Five Year Financial Plan Bylaw, 2018-2022, No. 2045”.
2. Schedule “A” attached hereto and forming part of this bylaw is hereby adopted as the Statement of Objectives and Policies for the Five Year Financial Plan for the years 2018 to 2022.
3. Schedules “B” and “C” attached hereto and forming part of this bylaw are hereby adopted as the Financial Plan schedules of proposed funding sources, expenditures, and transfers between funds for the years 2018 to 2022.

Read a first, second and third time by the Municipal Council this 26th day of March, 2018.

Finally adopted on this 9th day of April, 2018.

Mayor Frank Konrad

Corporate Officer Diane Heinrich

C E R T I F I C A T E

I hereby certify the foregoing to be a true and correct copy of the “Five Year Financial Plan Bylaw, 2018-2022, No. 2045”, as adopted by the Municipal Council of the City of Grand Forks on this 9th day of April, 2018.

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

**CORPORATION OF THE CITY OF GRAND FORKS
5 Year Financial Plan Bylaw 2045
Schedule “A” Statement of Objectives and Policies**

In accordance with Section 165 (3.1) of the Community Charter, The City of Grand Forks is required to include in the Five Year Financial Plan, objectives and policies regarding each of the following:

1. The proportion of total revenue that comes from each of the funding sources described in Section 165(7) of the Community Charter;
2. The distribution of property taxes among the property classes, and
3. The use of permissive tax exemptions.

Funding Sources

Objective:

- For operations, to maintain annual increases to a level that approximates the annual increase in inflation unless a specific program or project is identified that requires tax revenue funding.
- For capital and fiscal, to review and address annually the long term needs for capital infrastructure.

Policies

- After an initial correction period, ensure that property tax increases remain as stable as possible over time and within 2 percent above inflation.
- Increase utility rates consistently over time, between 3 and 4 percent, to fund the asset management capital reserves.
- Evaluate and set user fees and charges fairly for the services received.
- Set taxes, fees and charges to achieve full cost recovery, where appropriate, for operating costs.
- Periodically review fees and charges to ensure that they account for inflation and changes in the level of service provided.
- Encourage the use of alternate revenue resources instead of property taxes.

Revenue Source	Amount	% of Total Revenue
Property Value Taxes	\$ 3,921,566	16.0%
Parcel Taxes	161,226	0.7%
Fees and Charges	7,786,866	31.9%
Other Sources	6,618,666	27.0%
Proceeds from Borrowing	1,484,854	6.1%
Reserve Funding	4,462,583	18.3%
TOTAL	\$ 24,435,761	100.0%

Distribution of Property Taxes

Objective:

- To ensure property taxes and rates are sufficient to meet the City’s short and long-term needs.
- To ensure equity among the property classes by reviewing the ratios of property class allocations annually.

Policies:

- Conduct periodic reviews of taxes paid by individual classes.
- Consider tax shifts or redistributions only where a full comprehensive analysis and impact is undertaken.
- Where a tax shift is required, consider a gradual phase-in to allow the properties in the class to adjust their budgets accordingly.
- In establishing property tax rates, take into consideration:
 - The amount of property taxes levied as compared to other municipalities.
 - The property class conversion ratio as compared to other municipalities.
 - The tax share borne by each property class.
 - The tax ratios of each property classification.

The 2018 distribution of property taxes rates among the different classes has not yet been determined. The following distribution is based on rate multiples consistent with prior years:

Property Class	Rate Multiple	% of Property Value Tax
01 Residential	1.00	55.31%
02 Utilities	7.92	1.39%
04 Major Industry	8.64	21.11%
05 Light Industry	2.93	1.45%
06 Business	2.39	20.70%
08 Recreation/Non Profit	0.80	0.03%
09 Farm	1.08	0.01%
TOTAL		100.00%

Permissive Tax Exemptions**Objective**

- Optimize the provision of charitable and not for profit services for the benefit of Grand Forks residents.
- Provide property tax exemptions as permitted under the Community Charter in a consistent and fair manner.
- Restrict the provision of exemption to those providing an extension to City services and minimize the impact on City revenues.

Policies

- Grand Forks residents must be primary beneficiaries of the organization's services and the services provided must be accessible to all members of the public.
- In guiding and approving permissive tax exemptions, Council will take into consideration:
 - Not-for-profit occupiers of City property for the duration of their occupancy.
 - Land and improvements surrounding a statutorily exempt building for public worship.

CORPORATION OF THE CITY OF GRAND FORKS
5 Year Financial Plan Bylaw No. 2045
Schedule "B" Five Year Financial Plan 2018-2022

	2018	2019	2020	2021	2022
	Budget	Budget	Budget	Budget	Budget
Revenues					
Property Taxes	\$ 3,804,524	\$ 3,918,660	\$ 4,036,220	\$ 4,157,307	\$ 4,282,026
Parcel and Frontage Taxes	161,226	161,226	161,226	5,826	5,826
Grants in Lieu of Taxes	17,147	17,661	18,191	18,737	19,299
Percentage of Revenue Tax	99,895	104,000	104,000	104,000	104,000
Sales of Services and User Fees	7,786,866	8,006,106	8,234,649	8,470,049	8,712,511
Grants	6,291,366	1,022,879	1,037,667	1,052,591	1,067,653
Other Revenues	327,300	327,300	327,300	327,300	327,300
Total Revenues	18,488,324	13,557,832	13,919,253	14,135,810	14,518,615
Expenses					
Purchases for resale	3,490,408	3,560,216	3,631,420	3,704,049	3,778,130
General Government	1,296,871	1,266,728	1,291,063	1,315,884	1,341,202
Protective Services	926,782	899,218	917,003	935,143	953,646
Transportation Services	1,256,315	1,225,341	1,249,848	1,274,845	1,300,341
Environmental & Health Services	236,145	240,868	245,685	250,599	255,611
Public Health Services	84,823	86,519	88,249	90,014	91,814
Planning and Development	445,400	406,768	404,173	411,726	419,430
Parks, Recreation and Cultural Services	1,390,940	1,298,771	1,317,520	1,309,645	1,329,152
Water Services	822,067	787,508	803,258	819,323	835,709
Electrical Services	674,674	688,167	701,930	715,969	730,288
Wastewater Services	700,468	714,477	728,767	743,342	758,209
Amortization	1,867,611	2,177,750	2,292,854	2,316,959	2,344,098
Debt Interest	132,727	188,987	163,262	161,015	160,926
Total Expenses	13,325,231	13,541,318	13,835,032	14,048,513	14,298,556
Surplus (Deficit) for the year	\$ 5,163,093	\$ 16,514	\$ 84,221	\$ 87,297	\$ 220,059
Adjusted for non-cash items					
Amortization	1,867,611	2,177,750	2,292,854	2,316,959	2,344,098
Total Cash from Operations	\$ 7,030,704	\$ 2,194,264	\$ 2,377,075	\$ 2,404,256	\$ 2,564,157
Adjusted for Cash Items					
Proceeds from Borrowing	1,484,854	-	-	-	-
Capital Expenditures	(11,197,382)	(2,344,000)	(2,259,000)	(2,364,000)	(2,429,000)
Debt Principal Repayments	(324,105)	(373,961)	(328,837)	(213,837)	(181,656)
Transfer from Reserves	4,462,583	2,344,000	2,259,000	2,364,000	2,429,000
Transfer to Reserves	(1,400,000)	(1,800,000)	(2,000,000)	(2,100,000)	(2,300,000)
Transfer to Surplus	(56,654)	(20,303)	(48,238)	(90,419)	(82,501)
	\$ (7,030,704)	\$ (2,194,264)	\$ (2,377,075)	\$ (2,404,256)	\$ (2,564,157)
Financial Plan Balance	\$ -	\$ -	\$ -	\$ -	\$ -

**CORPORATION OF THE CITY OF GRAND FORKS
5 Year Financial Plan Bylaw No. 2045
Schedule "C" - Five Year Financial Plan 2018-2022**

CAPITAL EXPENDITURES - 2018			FUNDED FROM										
Description	Fund	Amount	General Capital	Electrical Capital	Water Capital	RESERVES Equipment	Land Sales	Gas Tax	Climate Action	Slag	DEBT	GRANTS	OTHER
2017 Carry Forward Projects													
Silver Kettle Sidewalk	General	181,141	181,141										
Public Works Fuel Tanks	General	53,826	53,826										
Public Works Upgrades	General	20,000	20,000								556,070		
Public Works - 22nd Street	General	556,070											
Wayfaring Signs	General	65,000								65,000			
Airport AWOS Upgrade	General	42,298										31,724	
Expo Sign changes	General	35,000								35,000			
Library HRV	General	12,000											
Emergency Repair Fund	General	10,914	10,914										
Flood Plain Mapping & Dike Restoration	General	117,500	50,000									67,500	
5 tonne Dump Truck	Fleet	250,000				250,000							12,000
T-Tech trailer	Fleet	11,325				11,325							
Service Truck Replacement	Fleet	15,305	15,305										
Holder Replacement	Fleet	40,541				40,541							
Electrical Engineering	Electrical	30,367	30,367										
Electrical Voltage Conversion	Electrical	535,767	535,767										
Wastewater Treatment Plant UV	Sewer	437,932					145,977					291,955	
Headworks Grinder	Sewer	38,679					38,679						
Water/Sewer Scada	Sewer	2,854					2,854						
3rd Street Sewer Main Repair	Sewer	35,309	35,309										
Wastewater Treatment Plant Upgrades	Sewer	2,748,751	467,288									2,281,463	
Bio-Solids Land Application Plan	Sewer	25,000	25,000										
Sewer Phasing Plan	Sewer	78,500	13,345				3,219					65,155	
Water/Sewer Scada	Water	3,219											
5th Street Watermain Replacement	Water	41,152						41,152					
West Side Fire Protection	Water	923,932									928,784		(4,852)
Water Supply & Conservation	Water	10,000			10,000								
Subtotal 2017 Carry Forward Projects		6,322,382	1,448,836	-	10,000	301,866	190,729	41,152	-	100,000	1,484,854	2,737,797	7,148

CORPORATION OF THE CITY OF GRAND FORKS
5 Year Financial Plan Bylaw No. 2045
Schedule "C" - Five Year Financial Plan 2018-2022

CAPITAL EXPENDITURES - 2018		FUNDED FROM							
		General Capital	Electrical Capital	Water Capital	RESERVES Equipment	Land Sales	Gas Tax	Climate Action	Slag
Description	Fund	Amount							
2018 New Projects									
City Park Campground Upgrade	General	20,000							
Data Collection Equipment	General	30,000							
Ball Diamond Rebuild to baseball specs	General	10,000							
LED Street Lighting	General	400,000					400,000		
Public Works Upgrades	General	45,000							
Facilities Review	General	10,000							
Annual Facility upgrades and replacement plan	General	15,000							
Annual Emergency Facility Fund	General	30,000							
Renewable energy program	General	25,000							
Replace Crosswalks in City Core	General	50,000					50,000		
Central Ave Sidewalk Replacement	General	40,000					40,000		
Bridge Approach Paving	General	20,000					20,000		
Annual Water and Sewer Emergency Repair Fund	General	50,000							
7th Street Storm Sewer	General	10,000						40,000	
SolarNow Solar Panel Installation	General	65,000							
Fleet replacement	Fleet	300,000							
Electric Mower	Fleet	20,000			20,000				
Annual Low Impact Storm water Program	General	25,000							
Annual Electrical System Upgrade Programs	Electrical	100,000							
Fuse Coordination Study and implementation	Electrical	15,000							
Electrical Master Plan	Electrical	35,000	35,000						
Granby Water Crossing / Yale Bridge water main	Water	10,000		10,000					
Interfor Property Isolation	Water	150,000							
Well 15 VFD	Water	50,000							
Shared Property (strata, trailers) Water Meters	Water	50,000					50,000		
Water service upgrade - City Park, 7th St., etc...	Water	125,000							
136 Sagamore/Airport Water Line Extension	Water	25,000		25,000					
Airport Water Main Looping	Water	75,000							
Water Main Airport	Water	2,480,000							
Sewer Main Relining	Sewer	60,000							
Lift Station Pumps	Sewer	25,000							
Granby River Force Main Crossing	Sewer	10,000							
MWR Discharge Requirements	Sewer	500,000							
Subtotal 2018 New Projects		1,680,000	35,000	35,000	20,000	-	560,000	40,000	-
TOTAL CAPITAL EXPENDITURES		3,128,836	35,000	45,000	321,866	190,729	601,152	40,000	100,000