City of Maple Ridge

COMMITTEE OF THE WHOLE
AGENDA
FEBRUARY 18, 2020
1:30 p.m.
Council Chambers

Committee of the Whole is the initial venue for review of issues. No voting takes place on bylaws or resolutions. A decision is made to send an item to Council for debate and vote or to send an item back to staff for more information or clarification before proceeding to Council. The meeting is live streamed and recorded by the City of Maple Ridge.

Chair: Acting Mayor

1. CALL TO ORDER

2. ADOPTION AND RECEIPT OF MINUTES

2.1 Minutes of the Committee of the Whole Meeting of February 4, 2020

3. DELEGATIONS / STAFF PRESENTATIONS (10 minutes each)

3.1 Ridge Meadows Seniors Society (RMSS)

Maria Perretta and Don Mitchell representing the Ridge Meadows Seniors Society (RMSS) to provide their annual report to Council.

4. PARKS, RECREATION & CULTURE

1151 Ridge Meadows Seniors Society (RMSS) Operating and Lease Agreement Renewal

Staff report dated February 18, 2020 recommending that the Operating Agreement between the City of Maple Ridge and the Ridge Meadows Seniors Society be approved for a three year term, that the Lease Agreement between the City of Maple Ridge and the Ridge Meadows Seniors Society be approved for a three year term, and that the Corporate Officer be authorized to execute the Agreements.

5. PUBLIC WORKS & DEVELOPMENT SERVICES

Note:

- *Owners and/or Agents of development applications on this agenda may be permitted to speak to their item with a time limit of 10 minutes.*
- *The following items have been numbered to correspond with the Council Agenda where further debate and voting will take place, upon Council decision to forward them to that venue.*

1101 2019-258-AL, 20625 Powell Avenue, Application for Subdivision in the ALR

Presentation by applicant representative, Slade Dryer, Slade Dryer & Associates Inc.

Staff report dated February 4, 2020 recommending that Application 2019-258-AL, for Homesite Severance, not be authorized to proceed to the Agricultural Land Commission.

1102 2019-409-RZ, 12471 223 Street

Staff report dated February 18, 2020 recommending that Zone Amending Bylaw No. 7613-2020, to rezone the subject property from RS-1 (One Family Urban Residential) to R-4 (Single Detached (Infill) Urban Residential) zone, to permit a future subdivision into two lots, be given first reading, and, that the applicant provide further information as described on Schedules B and E of the Development Procedures Bylaw No. 5879-1999, along with the information required for a subdivision application.

1103 2019-427-RZ, 20638 Lougheed Highway

Staff report dated February 18, 2020 recommending that Zone Amending Bylaw No. 7609-2019, to rezone the subject property from RS-1 (One Family Urban Residential) to C-2 (Community Commercial), to permit the construction of a two-storey commercial building with retail ground floor and office space above, be given first reading, and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999.

1104 2020-008-RZ, 22222 Lougheed Highway

Staff report dated February 18, 2020 recommending that Zone Amending bylaw No. 7615-2020, a housekeeping text amendment to standardize the measuring methodology in the Zoning Bylaw, be given first and second reading and be forwarded to Public Hearing.

6. CORPORATE SERVICES– Nil

4. PARKS, RECREATION & CULTURE (*continued*)

1152 Festival Grant Program Recommendations – Intake One 2020

Staff report dated February 18, 2020 recommending that the recommended Festival Grant Program – Intake One 2020 allocations, totaling $78,620, for events taking place between May 1 and October 31, 2020 be approved.

1153 2020 UBCM Poverty Reduction Planning and Action Grant

Staff report dated February 18, 2020 recommending that staff be authorized to submit an application to the Union of British Columbia Municipalities 2020 Age-friendly Communities Grant Program for up to $15,000 towards the 'Aging Well in Maple Ridge' Initiative.

1154 Dementia Friendly Community Plan

Staff report dated February 18, 2020 recommending that the Dementia Friendly Community Plan attached to the staff report dated February 18, 2020 be endorsed, and further that the Dementia Friendly Community Plan be included as an appendix to the Age-friendly Action Plan, and Implementation Strategy.

1155 Selvey Park Observation Well Agreement

Staff report dated February 18, 2020 recommending that the Corporate Officer be authorized to execute the Selvey Park Observation Well License of Occupation with the Ministry of Environment and Climate Change Strategy for the purpose of establishing an observation well for the Whonnock Aquifer.

7. ADMINISTRATION (including Fire and Police) – Nil

8. OTHER COMMITTEE ISSUES

1191 UPCOMING EVENTS

<u>By Invitation to Mayor and Council</u>

Detached Garden Suite (DGS) Tours
Wednesday, February 19
5:30 – 7:40 pm
Note: A self-guided tour map will be provided to registered attendees
Register: planning@mapleridge.ca
Host: City of Maple Ridge – Planning Department

2020 Heritage Awards
Thursday, February 20
7:00 – 9:00 pm
St. Andrew's Heritage Church Hall, 22279 116 Street
Host: Maple Ridge Community Heritage Commission

Detached Garden Suite (DGS) Tours
Saturday, February 22
1:00 – 3:00 pm
Note: A self-guided tour map will be provided to registered attendees
Register: planning@mapleridge.ca
Host: City of Maple Ridge – Planning Department

Maple Ridge Leisure Centre Grand Re-Opening
Sunday, February 23
1:00 pm – 7:00 pm
Maple Ridge Leisure Centre
Host: City of Maple Ridge

Detached Garden Suite (DGS) Tours
Sunday, February 23
1:00 – 3:00 pm
Note: A self-guided tour map will be provided to registered attendees
Register: planning@mapleridge.ca
Host: City of Maple Ridge – Planning Department

General Community Events

Juvenile Sturgeon Tagging and Conservation Workshop
Saturday, February 22 and Sunday, February 23
Host: BC Wildlife Federation in partnership with the Fraser Valley Angling Guides Association
For more information: tobias.roehr@bcwf.bc.ca

Behind the Scenes at the Maple Ridge Museum
Sunday, February 23
1:00 – 3:00 pm
Address: 22520 116 Ave
Host: Maple Ridge Museum

9. ADJOURNMENT

10. COMMUNITY FORUM

COMMUNITY FORUM

The Community Forum provides the public with an opportunity to speak with Council on items that are of concern to them, with the exception of Public Hearing bylaws that have not yet reached conclusion.

Each person will be permitted 2 minutes to speak or ask questions (a second opportunity is permitted if no one else is sitting in the chairs in front of the podium). Questions must be directed to the Chair of the meeting and not to the individual members of Council. The total time for this Forum is limited to 15 minutes.

If a question cannot be answered, the speaker will be advised when and how a response will be given.

Council will not tolerate any derogatory remarks directed at Council or staff members.

Other opportunities are available to address Council including public hearings and delegations. The public may also make their views known to Council by writing or via email and by attending open houses, workshops and information meetings. Serving on an Advisory Committee is an excellent way to have a voice in the future of this community.

For more information on these opportunities contact:

Clerk's Department at 604-463-5221 or clerks@mapleridge.ca
Mayor and Council at mayorandcouncil@mapleridge.ca

APPROVED BY: _____

DATE: _____

CHECKED BY: _____ CHECKED BY: _____

DATE: Feb 14/20 DATE: Feb 14/20

2.0 Adoption of Minutes

City of Maple Ridge

COMMITTEE OF THE WHOLE MEETING MINUTES

February 4, 2020

The Minutes of the Committee of the Whole Meeting held on February 4, 2020 at 1:31 p.m. in the Council Chamber of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT	*Appointed Staff*
Elected Officials	A. Horsman, Chief Administrative Officer
Mayor M. Morden	L. Benson, Corporate Officer
Councillor J. Dueck	D. Boag, General Manager Parks, Recreation & Culture
Councillor K. Duncan	C. Crabtree, Acting General Manager Corporate Services
Councillor C. Meadus	S. Nichols, Deputy Corporate Officer
Councillor G. Robson	M. Orsetti, Acting General Manager Planning and Development Services
Councillor R. Svendsen	D. Pollock, General Manager Engineering Services
Councillor A. Yousef	T. Thompson, Chief Financial Officer
	Other Staff as Required
	M. Baski, Planner 2, Development and Environmental Services
	M. Canning, Acting Municipal Engineer
	W. Cooper, Planner 1, Development and Environmental Services
	C. Goddard, Director of Planning
	A. Kopystynski, Planner 2, Development and Environmental Services
	M. McMullen, Manager of Development and Environmental Services
	M. Orsetti, Manager of Bylaw and Licensing
	V. Richmond, Acting Director of Parks and Facilities

Note: These Minutes are posted on the City website at mapleridge.ca/AgendaCenter/
Video of the meeting is posted at media.mapleridge.ca/Mediasite/Showcase

1. CALL TO ORDER

The Deputy Corporate Officer advised that Item 1109 was been removed from the agenda at the request of the applicant.

2. ADOPTION AND RECEIPT OF MINUTES

2.1 Minutes of the Committee of the Whole Meeting of January 21, 2020

It was moved and seconded

That the minutes of the January 21, 2020 Committee of the Whole Meeting be adopted.

CARRIED

3. DELEGATIONS / STAFF PRESENTATIONS – Nil

4. PUBLIC WORKS & DEVELOPMENT SERVICES

1101 2017-510-RZ, 24028, 24022, and 24060 104 Avenue and 10386 240 Street

Staff report dated February 4, 2020 recommending that Zone Amending Bylaw No. 7423-2017, to rezone the subject properties from RS-2 (One Family Suburban Residential) to RM-1 (Townhouse Residential District) for approximately 31 townhouse units, be given second reading and be forwarded to Public Hearing, and that the terms and conditions outlined in the staff report be met prior to final reading.

A. Kopystynski, Planner 2, provided a presentation and responded to questions from Council.

It was moved and seconded

That the staff report dated February 4, 2020 titled "2017-510-RZ, 24028, 24022, and 24060 104 Avenue and 10386 240 Street" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

1102 2019-250-RZ, 22577, 22587 and 22597 Dewdney Trunk Road

Staff report dated February 4, 2020 recommending that Zone Amending Bylaw No. 7610-2020, to rezone the subject properties from CS-1 (Service Commercial) to a CD (Comprehensive Development) allowing for a mixed use commercial-apartment residential complex, be given first reading and that the applicant provide further information as described on Schedules C and D of the Development Procedures Bylaw No. 5879-1999, along with the information required in this report dated February 4, 2020.

A. Kopystynski, Planner 2, provided a presentation and responded to questions from Council.

It was moved and seconded

That the staff report dated February 4, 2020 titled "2019-250-RZ, 22577, 22587 and 22597 Dewdney Trunk Road" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

1103 2019-392-RZ, 22904, 22910 and 22922 Dewdney Trunk Road

Staff report dated February 4, 2020 recommending that Zone Amending Bylaw No. 7602-2019, to rezone the subject properties from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit the future construction of a five-storey, 119 unit apartment building, be given first reading and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999.

The Director of Planning provided a presentation and responded to questions from Council.

It was moved and seconded

That the staff report dated February 4, 2020 titled "2019-392-RZ, 22904, 22910 and 22922 Dewdney Trunk Road" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

1104 2019-366-RZ, 11960 221 Street

Staff report dated February 4, 2020 recommending that Zone Amending Bylaw No. 7604-2020, to rezone the subject property from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill) to permit the future construction of a triplex, be given first reading and that the applicant provide further information as described on Schedules A, C and D of the Development Procedures Bylaw No. 5879-1999.

M. Baski, Planner 2, Development and Environmental Services provided a presentation and responded to questions from Council.

It was moved and seconded

That the staff report dated February 4, 2020 titled "2019-366-RZ, 11960 221 Street" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

1105 2019-394-RZ, 20857 Golf Lane

Staff report dated February 4, 2020 recommending that Zone Amending Bylaw No. 7611-2020, to rezone the subject property from RS-1 (One Family Urban Residential) to R-1 (Residential District) to permit a future subdivision of approximately 6 lots, be given first reading, that the applicant provide further information as described on Schedules A, B and E of the Development Procedures Bylaw No. 5879-1999, and a subdivision application.

W. Cooper, Planner 1, Development and Environmental Services provided a presentation and responded to questions from Council.

It was moved and seconded

That the staff report dated February 4, 2020 titled "2019-394-RZ, 20857 Golf Lane" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

1106 2017-461-DVP/DP, 11641 227 Street, Development Variance Permit and Development Permit

Staff report dated February 4, 2020 recommending that the Corporate Officer be authorized to sign and seal Development Variance Permit Application 2017-461-DVP and Development Permit Application 2017-461-DP, to permit the construction of two residential apartment buildings with approximately 153 residential units.

W. Cooper, Planner 1, Development and Environmental Services provided a presentation and responded to questions from Council.

It was moved and seconded

That the staff report dated February 4, 2020 titled "2017-461-DVP/DP, 11641 227 Street, Development Variance Permit and Development Permit" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

1107 2019-418-DVP, 12038 248 Street, Development Variance Permit

Staff report dated February 4, 2020 recommending that the Corporate Officer be authorized to sign and seal Development Permit Application 2019-418-DVP to permit a freestanding sign for the commercial units of Garibaldi Crossing.

Council declined receiving a presentation from staff.

It was moved and seconded

That the staff report dated February 4, 2020 titled "2019-418-DVP, 12038 248 Street, Development Variance Permit" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

1108 2019-397-AL, 12467 Laity Street, Non-Adhering Residential Use in the Agricultural Land Reserve

Staff report dated February 4, 2020 recommending that Application 2019-397-AL, to construct a new house on the 1.0 ha (2.5 acre) subject property, be forwarded to the Agricultural Land Commission.

M. Baski, Planner 2, Development and Environmental Services provided a presentation and responded to questions from Council.

It was moved and seconded

That the staff report dated February 4, 2020 titled "2019-397-AL, 12467 Laity Street, Non-Adhering Residential Use in the Agricultural Land Reserve" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

1109 2019-258-AL, 20625 Powell Avenue, Application for Subdivision in the ALR

The item was removed from the agenda prior to the meeting at the request of the applicant.

1110 Proposed New Cannabis Retail Store at 11939 240 Street

Staff report dated February 4, 2020 recommending that the application for a non-medical cannabis retail store by Springs Retail Holdings Ltd., located at 11939 240 Street, Maple Ridge, be supported based on the information contained in the staff report dated February 4, 2020.

Council declined receiving a staff verbal presentation.

It was moved and seconded

That the staff report dated February 4, 2020 titled "Proposed New Cannabis Retail Store at 11939 240 Street" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

5. CORPORATE SERVICES – Nil

6. PARKS, RECREATION & CULTURE

1151 Maple Ridge Cemetery Bylaw No. 7612-2020

Staff report recommending that Cemetery Bylaw No. 7612-2020 be given first, second and third readings and that Cemetery Bylaw No. 7260-2016 be repealed in its entirety upon adoption of Cemetery Bylaw No. 7612-2020.

The Acting Director of Parks and Facilities provided a presentation and responded to questions from Council.

It was moved and seconded

That the staff report dated February 4, 2020 titled "Maple Ridge Cemetery Bylaw No. 7612-2020" be forwarded to the Council Meeting of February 11, 2020.

CARRIED

7. ADMINISTRATION (including Fire and Police) – Nil

8. OTHER COMMITTEE ISSUES

1191 UPCOMING EVENTS

By Invitation to Mayor and Council
Maple Ridge Fire Department Awards
Saturday, February 8, 2020
5:30 – 9:30 pm
The ACT Arts Centre
Host: MR Fire Department

2020 Afro Gala
Saturday, February 8, 2020
6:00 – 9:00 pm
St. Luke's Hall
Host: Afro Gala Productions

Dessert & Dance
Saturday, February 8, 2020
7:00 – 10:00 pm
Garibaldi Secondary School
Host: Garibaldi Secondary School

Meadow Sports Heroes Society – Hometown Heroes
Tuesday, February 11, 2020
5:00 – 8:00 pm
Host & Location: Pitt Meadows Secondary School

9. ADJOURNMENT – 2:45 p.m.

_____

Councillor G. Robson, Chair
Presiding Member of the Committee

4.0 Parks, Recreation, and Culture

MAPLE RIDGE
British Columbia
mapleridge.ca

CITY OF MAPLE RIDGE

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	February 18, 2020
		FILE NO:	01-0640-30-2020
FROM:	Chief Administrative Officer	**MEETING:**	COW

SUBJECT: **RMSS Operating and Lease Agreement Renewal**

EXECUTIVE SUMMARY:

Ridge Meadows Seniors Society (RMSS) and the City of Maple Ridge (CMR) have had a longstanding relationship that has resulted in the provision of meaningful services to the citizens of Maple Ridge who are fifty-five years and older. RMSS continues to do an excellent job of managing the Seniors Activity Centre as well as providing leisure programs and services in Maple Ridge. RMSS and CMR have agreed in principle to renew their Operating Agreement (attached Schedule A) and Lease Agreement to operate at the Seniors Activity Centre (attached Schedule B) commencing April 1, 2020 through March 31, 2023.

RECOMMENDATION:

1. **That the Operating Agreement between the City of Maple Ridge and the Ridge Meadows Seniors Society be approved for a three year term; and**

2. **That the Lease Agreement between the City of Maple Ridge and the Ridge Meadows Seniors Society be approved for a three year term; and further**

3. **That the Corporate Officer be authorized to execute the Agreements.**

DISCUSSION:

a) **Background Context:**
RMSS and CMR have had a longstanding partnership agreement spanning over 25 years. RMSS leadership has once again done an excellent job in adhering to the terms agreed upon and since the activation of our latest agreement in 2017, RMSS has been successful in increasing and improving on recreational, social and health programs for seniors by expanding from 42 programs to 55. Some examples of new programming include; Food Bank for Seniors, Iceless Curling, Chair Tai Chi and Caregiver Connection. They have also been successful in increasing their membership base from 1,200 to 1,550. RMSS has also continued to increase and solidify relationships with likeminded organizations, build capacity within their Board of Directors/staff and have met their financial responsibilities.

Consistent with the previous agreement, staff are recommending a 2% annual increase to provide for inflationary increases in annual costs which is included in the funding allotment in the approved financial plan for 2020-2023.

As we move forward, the City's agreement with RMSS will become more vital for our senior community as it is estimated that within the next ten years this demographic will increase by 8.500 people.

b) **Desired Outcome:**
To continue to support RMSS in the independent delivery of leisure services for seniors.

c) **Strategic Alignment:**
Support of RMSS contributions to the senior community aligns with Council's strategic priority of Community Pride & Spirit and with The Age Friendly Community Initiative.

d) **Citizen/Customer Implications:**
The proposed changes will ensure that RMSS can continue to provide leisure programs and services without concern of inflationary budget pressures.

e) **Business Plan/Financial Implications:**
The annual 2% increment is included in the 2020-2023 approved financial plan. There are no further financial implications related to the Operating Agreement between the City and RMSS.

CONCLUSION:

The renewed Operating and Lease Agreements will allow The City's continued partnership with RMSS to flourish and focus on quality social and recreational programming for our increasing seniors' demographic.

Prepared by: **Tony Cotroneo**
Recreation Manager, Community Engagement

Reviewed by: **Danielle Pope**
Director, Recreation, Culture & Community Engagement

Approved by: **David Boag**
General Manager, Parks, Recreation & Culture

Concurrence: **Al Horsman**
Chief Administrative Officer

Attachments:

(A) Schedule A - Operating Agreement 2020-04-01
(B) Schedule B - Lease Agreement 2020-04-01
(C) Schedule C - CMR Strata Responsibilities
(D) Schedule D - Capital Expenditures for which tenant is not Responsible – Comprehensive Reserve Fund Study
(E) Schedule E - Operating Agreement RMSS – Parks, Recreation and Culture Policies
(F) Summary of RMSS Operating and Lease Agreement Changes and Additions

RIDGE MEADOWS SENIORS SOCIETY OPERATING AGREEMENT

THIS AGREEMENT dated for reference the 1st day of April 2020,

BETWEEN:

CITY OF MAPLE RIDGE, 11995 Haney Place, Maple Ridge, BC V2X 6A9
("the City")

AND

RIDGE MEADOWS SENIORS SOCIETY a society duly incorporated under the *Society Act* of the Province of British Columbia under number S-0039647 and having an address at 12150 224th Street, Maple Ridge, BC V2X 3N8
(the "Society")

WHEREAS:

A. The City provides parks, recreation and culture services to the residents of Maple Ridge.

B. The Society has been incorporated for the purpose of providing recreational programs and services for residents of Maple Ridge that are fifty-five years of age or older and the constitution and bylaws of the Society include this purpose;

C. The City of Maple Ridge is the owner of the ten commercial strata lots at 12150 - 224 Street more particularly known and described as Strata Lots 1 – 10, Section 20, Township 12, New Westminster District, Strata Plan LMS4011, and the City of Maple Ridge and Society have entered into a lease for these premises, a copy of which is attached hereto as Schedule "A";

D. The City and the Society wish to enter into an operating agreement for the provision of recreation services for residents of Maple Ridge that are fifty-five years of age or older;

E. The City is prepared to pay an operating grant to the Society, as more fully described in this Agreement, for managing and operating the Maple Ridge Seniors Activity Centre and towards the provision of programs and services for citizens fifty-five years of age and older in Maple Ridge.

NOW THEREFORE this Agreement is evidence that in consideration of the mutual covenants, conditions and agreements herein contained the parties covenant and agree as follows:

ARTICLE 1

1.1 DEFINITIONS

a) In this Agreement:

i. "City" means the City of Maple Ridge;

ii. "Lease Agreement" means: the lease of the MR Seniors Activity Centre granted by the City of Maple Ridge as Landlord to the Society as tenant and dated for

reference the 1st day of April, 2020, a copy of which is attached hereto as Schedule "A";

iii. "MR Seniors Activity Centre" means the Maple Ridge Seniors Activity Centre located at 12150 - 224 Street, Maple Ridge and leased to the Society from the City of Maple Ridge under the lease agreement attached hereto as Schedule "A";

iv. "Operating Costs" means the total actual expenses (without duplication), determined in accordance with generally accepted accounting principles, incurred by the Society for managing, operating and maintaining the MR Seniors Activity Centre, fulfilling the Society's obligations under this Agreement and under the Lease Agreement, and delivering the services at the MR Seniors Activity Centre and elsewhere as required by this Agreement and the Lease Agreement including normally required day to day operations of the MR Seniors Activity Centre and including all rent and additional rent and applicable taxes payable by the Society to the City of Maple pursuant to the Lease Agreements, but does not include Strata Costs as defined in Schedule C;

v. "Quarter" means any period of three (3) months, beginning on each of April 1, July 1, October 1 and January 1;

vi. "Senior Citizen" means any person aged fifty-five years of age or older;

vii. "Strata Costs" has the meaning assigned in the Lease Agreement.

1.2 TERM

The Term of this Agreement shall be three (3) years commencing on the 1st day of April, 2020 (the "Commencement Date") and terminating on the 31st day of March 2023, subject to early termination as set out in this Agreement.

1.3 RIGHT OF RENEWAL

The Society shall have three (3) consecutive options to renew the Operating Agreement, each option being for a further term of three (3) years on the same terms and conditions contained herein, save and except for this covenant for renewal which will be modified so as to successively reduce the number of remaining options to renew. Each option shall be deemed to have been exercised if the Tenant does not give notice to the Landlord in accordance with section 5.7 of refusal to exercise at least fifteen (15) days prior to expiration of the Term or the renewal term as the case may be.

1.4 CROSS DEFAULT

Without limiting any terms of the Lease Agreement, if and whenever the Society is in default of any of its covenants and agreements in this Agreement to the City of Maple Ridge, such default may be treated by the City of Maple Ridge, in its sole and unfettered discretion, to be a default by the Society under the Lease Agreement and the City of Maple Ridge, may exercise all its rights and remedies for default pursuant to the Lease Agreement including, without limitation, termination and re-entry.

ARTICLE 2
SOCIETY REQUIREMENTS

Operating Agreement

The Society agrees:

2.1 To deliver social and recreational programs and services designed to improve the health and well-being of Senior Citizens that take into consideration the City's strategic priorities, specifically community spirit and pride as outlined below:

a) Collaborative community planning;

b) Members and volunteer engagement;

c) Quality leisure experience;

d) Efficient and sustainable operations; and

e) Organizational capacity building.

The Society will consult and work with the City to ensure that the recreational programs and services delivered by the Society reflect these performance focus areas;

2.2 To manage and operate the MR Seniors Activity Centre in accordance with this Agreement and the lease attached as Schedule "A" for the intended purposes set out in that lease and delivery of recreational activities similar to those offered in 2019 and for no other purpose, save and except that which may be approved by the City from time to time. The Society will establish operating policies and procedures for the MR Seniors Activity Centre in line with the Society's strategic business plan;

2.3 To encourage partnerships and collaboration to enhance services for Senior Citizens and mutually support efforts to inform Senior Citizens about all the services available whether they are provided through the Society or other providers of senior's services in the community;

2.4 To operate the MR Seniors Activity Centre an Activity Centre open to all residents of Maple Ridge, who are fifty five years of age or older and provide the recreational services therein, all on the same terms and conditions;

2.5 To use reasonable efforts to avoid duplication of programs in all shared use facilities;

2.6 To endeavour to establish fees for memberships and participation at the MR Seniors Activity Centre similar to or less than those of other similar seniors Activity Centres for citizens 55 years of age or older operating in Metro Vancouver; and to continue to work with community partners to provide affordable, accessible and subsidized opportunities for Senior Citizens;

2.7 To conduct satisfaction surveys and program evaluations on a regular cycle and act on the information obtained to the extent possible within the limits of the Society's available resources;

2.8 To participate with City staff and the Maple Ridge Pitt Meadows and Katzie Seniors Planning table (MRPKSN) representatives in joint program planning meetings and initiatives to take

advantage of opportunities for collaboration and to avoid duplication where it might otherwise occur;

2.9 To advertise seasonal program offerings in the Parks, Recreation & Culture Guide (the "Guide") published by the City at no cost to the Society to the extent possible within the limitations of space which can be made available, as determined by the City;

2.10 To take into consideration existing City policies (Schedule E) and procedures and yet to be developed City Policies and procedures and adhere to them to the best of the Society's abilities and resources;

2.11 To report annually to the City with the following information:

a) A detailed business plan and a budget each year no later than March 15, for the operation of the MR Seniors Activity Centre, and for the delivery of the operations, programs and activities to the Staff Liaison (described in section **Error! Reference source not found.** for review. The overall business plan and budget will be in alignment with the City's vision and goals for community partners operating civic owned facilities and will inform the City's annual business plans;

b) An Annual Report presentation no later than March 15 each year following the Society's AGM to the City including:

(i) audited financial statements; and

(ii) annual statistics on MR Seniors Activity Centre use, program and participation attendance numbers for scope of programs and services offered, volunteer information and other relevant data that accompanies the Annual Report information;

c) report on the City's performance focus areas described in section 2.1 above that will be further defined through the development of a mutually agreed upon framework for annual reporting; and

d) three year comparative statistics including projected year, based on the Society's fiscal year, provided to the Staff Liaison no later than March 15 for department business planning purposes;

e) supporting schedules to their financial statements that provide detail on each facility they operate.

2.12 To release the City of Maple Ridge in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the City of Maple Ridge to perform its obligations under this Agreement;

2.13 To indemnify, defend and save harmless the City of Maple Ridge, its elected officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits, liability, demands, actions, proceedings, costs (including legal costs), damages and expenses whatsoever, by whomsoever brought arising from:

a) any breach, violation, default or non-performance by the Society of any provision of this Agreement;

b) any act, omission, or negligence of the Society, its officers, directors, members, contractors, volunteers or others of the Society; or

c) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City of Maple Ridge on or in relation to the MR Seniors Activity Centre or the operations of the Society; and

2.14 Without limiting the Society's obligations in the Lease Agreements, to obtain and maintain during the term of this Agreement, at the Society's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Society, Commercial General Liability insurance coverage including but not limited to coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than $5,000,000 for each occurrence for bodily injury, including death, and property damage. The policies of insurance referred to above shall:

a) contain a clause providing that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail;

b) name the City of Maple Ridge as additional insured party;

c) provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party;

d) provide that the City of Maple Ridge is protected notwithstanding any act, neglect, or misrepresentation of the Society which might otherwise result in the avoidance of a claim under such policies and such that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s).

In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Society and the Society herby appoints the City as the Society's lawful attorney to do all things necessary for that purpose. The Society will deliver a copy of each insurance policy required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance on request by the City.

ARTICLE 3

3.1 OPERATING COSTS

a) The City agrees to pay the Society the following funds to operate the MR Seniors Activity Centre and provide the recreational programs and services for Senior Citizens in accordance with and subject to the terms in this Agreement:

i. For the period of April 1 2020 through March 31, 2021, an annual amount of $ 238,318 to be paid in equal quarterly instalments on the first day of each quarter;

ii. For the period of April 1, 2021 through March 31, 2022, an annual amount of 243,084 to be paid in equal quarterly instalments on the first day of each quarter;

iii. For the period of April 1 2022 through March 31, 2023, an annual amount of 247,946 to be paid in equal quarterly instalments on the first day of each quarter;

(collectively, the "Operating Funds")

b) For greater certainty, rent, additional rent and applicable taxes owing to the City of Maple Ridge pursuant to the Lease Agreement will be paid directly to the City of Maple Ridge and deducted from the Quarterly Payments made to the Society.

c) For clarity, the calculation of the Operating Funds described above includes an annual amount of $20,000 to offset the cost of the annual rent under the Lease.

d) All Strata Costs shall be paid directly by the City. (Schedule C)

e) All Operating Funds payments shall be subject to deduction of any amounts paid by the City under this Agreement on behalf of the Society, and of any amounts owed by the Society to the City.

f) In addition to the Quarterly Payments, the City will be responsible for all Operating Costs related to the maintenance, repair and utilities directly associated with the MR Senior Activity Centre. (Schedule C)

g) The obligation of the City to pay the Quarterly Payments in any year is subject to the establishment of the City's annual budget. The City shall budget for the Quarterly Payments; however, it is understood and acknowledged that if the Quarterly Payments budgeted by the City are reduced, the City and the Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society under this Agreement. It is also understood that during the annual budget deliberations the Society may approach the Council of Maple Ridge, through the City Staff liaison (Staff Liaison) for additional funding to provide enhanced levels of service. It is understood that the City of Maple Ridge shall be under no obligation to provide additional funding.

h) Provided that the City has paid the Quarterly Payments to the Society pursuant to subsection 3.1(a) for the first two years of the Term of this Agreement, the City may determine at its sole discretion on one (1) year's written notice to the Society to reduce or cease its Quarterly Payments and/or Additional Payments.

3.2 Without limiting subsection 3.1(d), the City shall only be obliged to contribute pursuant to subsections 3.1 (a), (c) and (d) so long as the MR Seniors Activity Centre is operated by the Society, the Society remains a non-profit society in good standing with membership open to all Senior Citizens in the City of Maple Ridge and has punctually observed and performed the terms, covenants and conditions to be performed by it in accordance with the terms of this Agreement.

The Society will, until the expiry or early termination of the Term of this Agreement or any renewal term, as the case may be:

a) permit one appointed Council member from Maple Ridge Council as a non-voting liaison to the Society's Board of Directors and permit this council member to attend all "regular" meetings of the Board of Directors;

b) permit the member of the Staff assigned as Manager of this Agreement by the City to attend every "regular" meeting of the Society's Board of Directors as a non-voting liaison and provide the Staff Liaison with advance notice of all "regular" meetings, agendas and minutes of Board meetings;

c) adhere to all applicable regulations and rules related to employment standards and health and safety for employees, volunteers and members;

d) maintain bylaws that permit all Senior Citizens of Maple Ridge to become members of the Society on the same terms and conditions as any other member and ensure that at no time will the majority of the membership reside outside of the City;

e) provide to the City a true copy of its current Constitution and Bylaws upon execution of this Agreement, and thereafter provide true copies of all amendments to the said constitution and bylaws forthwith on filing the same pursuant to the *Society Act*;

f) maintain the Society in good standing as a registered Society pursuant to the *Society Act* of British Columbia;

g) include in its bylaws provisions to ensure elections are held on an annual basis for at least a portion of the Board of Directors and further to ensure that no member of the Board of Directors may serve longer than a predetermined number of terms;

h) include in its constitution and bylaws provisions that, on dissolution of the Society, its assets shall be distributed to a similar organization operating within the City of Maple Ridge or to the City of Maple Ridge itself; and

3.3 make the MR Seniors Activity Centre available to the City for mutually agreed upon uses and programs at times when the Society does not require the MR Seniors Activity Centre, provided that such uses and programs shall be the City's uses and programs and nothing in this section shall authorise the City to sublet or rent the MR Seniors Activity Centre to a third party, and providing that the City shall reimburse the Society for any out of pocket expenses incurred as a result of the City's use of the facility.

The City will:

a) make other facilities operated by the City available to the Society at no cost to the Society providing always that the Society shall enter into standard facility use license agreements as required by the City of Maple Ridge as the case may be, for each such use and shall acknowledge that use by the Society is subject to availability as determined through the standard booking procedures for such facilities and that the Society shall be responsible for any additional expenses incurred by the City beyond base rent;

b) appoint one member of Council from Maple Ridge as a non-voting liaison to the Society's Board of Directors;

c) appoint a member of the City staff as the Staff Liaison for the purpose of administrating this Agreement and liaising with the Society; and

d) provide to the Society advertising space in the Guide equivalent to the space customarily provided for seniors programs and services in past issues of the Guide and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicise the Society's programs and services through the distribution of the Guide and any other avenues that may be available and appropriate.

ARTICLE 4
TERMINATION

4.1 TERMINATION BY THE CITY

a) For Cause. If the Society does not observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Agreement to be observed, performed and kept by the Society and shall persist in such default, after thirty (30) days following written notice from the City requiring that the Society remedy, correct or comply or, in the case of any such default which would reasonably require more than thirty (30) days to rectify, unless the Society shall commence rectification within the said thirty (30) day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default; then, and in each of such cases, and at the option of the City, this Agreement may be terminated and the Term shall then immediately become forfeited and void, anything contained herein or in any statute or law to the contrary notwithstanding.

b) Without Cause. The City may terminate this Agreement upon one year's written notice to the Society for any or no cause.

4.2 EXPIRY OR EARLY TERMINATION OF LEASE AGREEMENT
This Agreement shall automatically terminate upon the expiry or early termination of the Lease Agreement.

4.3 TERMINATION BY SOCIETY
If, pursuant to subsection 3.1(d), the City gives notice to the Society that the contributions under subsections 3.1 (a) and (c) will cease, then the Society may, at its option, terminate this Agreement as of the date that the contributions will cease by giving notice to the City not later than 6 months before the date that the contributions will cease.

4.4 SURVIVAL
All of the Society's obligations under this Agreement that are outstanding on the date that this Agreement expires or is terminated (including the obligation to indemnify the City set out in section 2.14) will survive the expiry or termination.

4.5 NO WAIVER
No provisions of this Agreement shall be deemed to have been waived by the City unless a written waiver from the City has first been obtained and, without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default nor any earlier written waiver shall be taken to operate as a waiver by the City or in any way to defeat or affect the rights and remedies of the City.

4.6 REMEDIES CUMULATIVE

No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination.

ARTICLE 5
GENERAL PROVISIONS

5.1 APPROVALS

No provision in this Agreement requiring the City's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the City relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the City on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this agreement.

5.2 CITY'S PERFORMANCE

Notwithstanding anything in this Operating Agreement to the contrary, neither the City or Society shall be deemed to be in default in respect of the performance of any of the terms, covenants and conditions of this agreement if any failure or delay in such performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebelling, hostilities, military or usurped power, sabotage, governmental regulations or controls, Act of God, or other cause beyond the control of the City or the Society as the case may be.

5.3 MODIFICATIONS

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

5.4 APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

5.5 CONSTRUED COVENANT, SEVERABILITY

All of the provisions of this Agreement are to be construed as covenants and agreements. Should any provision of this agreement be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this agreement and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

5.6 TIME

Time is of the essence hereof.

5.7 NOTICE

a) Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given five (5) days following the date upon which it was mailed. The addresses of the parties for the purpose hereof shall be, in the case of the City, the address of the City first above set out, and in the case of the Society, the address

first above set out above or at the address of the MR Seniors Activity Centre. Notwithstanding the foregoing, during the currency of any interruption in the regular postal service, any notice to the Society may be left at the MR Seniors Activity Centre and shall be effective upon being so left.

b) Any party hereto may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the second day after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

5.8 NUMBER AND GENDER

Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context to this Agreement or the parties hereto may so require.

5.9 SUCCESSORS BOUND

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties.

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written.

THE CITY OF MAPLE RIDGE
in the presence of:

_____	_____
Authorized Signatory	Witness

_____
Authorized Signatory

Signed on behalf of
THE RIDGE MEADOWS SENIORS SOCIETY
in the presence of:

_____	_____
Authorized Signatory	Witness

_____
Authorized Signatory

Maple Ridge Senior Activity Centre Facility Lease Agreement

THIS LEASE dated for reference the 1st day of April, 2020

BETWEEN:

CITY OF MAPLE RIDGE, a municipality pursuant to the laws of British Columbia having an address at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the "Landlord")

AND:

RIDGE MEADOWS SENIORS SOCIETY a society duly Incorporated under the *Society Act* of the Province of British Columbia under number S-0039647 and having an address at 12150 224th Street, Maple Ridge, B.C., V2X 3N8

(the "Tenant")

WHEREAS:

A. The Landlord is the registered owner of 10 commercial strata lots in the building located at 12150-224 Street in the City of Maple Ridge, more particularly known and described as:

PID: 024-607-517 Strata Lot 1 Section 20 Township 12 NWD Strata Plan LMS4011;

PID: 024-607-525 Strata Lot 2 Section 20 Township 12 NWD Strata Plan LMS4011;

PID: 024-607-533 Strata Lot 3 Section 20 Township 12 NWD Strata Plan LMS4011;

PID: 024-607-541 Strata Lot 4 Section 20 Township 12 NWD Strata Plan LMS4011;

PID; 024-607-550 Strata Lot 5 Section 20 Township 12 NWD Strata Plan LMS4011;

PID: 024-607-568 Strata Lot 6 Section 20 Township 12 NWD Strata Plan LMS4011;

PID: 024-607-576 Strata Lot 7 Section 20 Township 12 NWD Strata Plan LMS4011;

PID: 024-607-584 Strata Lot 8 Section 20 Township 12 NWD Strata Plan LMS4011;

PID: 024-607-592 Strata Lot 9 Section 20 Township 12 NWD Strata Plan LMS4011;

PID: 024-607-606 Strata Lot 10 Section 20 Township 12 NWD Strata Plan LMS4011

(collectively, the "Recreation Centre");

B. The Recreation Centre represents one of two sections within a strata development, the other section being comprised of 119 residential strata lots providing senior citizen's housing;

C. The Tenant wishes to Lease and the Landlord has agreed to Lease to the Tenant the Recreation Centre.

NOW THEREFORE this Lease is evidence that in consideration of the mutual covenants, conditions and agreements herein contained the Landlord and Tenant covenant and agree as follows:

ARTICLE 1

1.1 DEFINITIONS
In this Lease:

(a) "Common Areas" mean all those entrances, exits, hallways, lobbies, washrooms and other floor areas in the Development common to and providing access to or from both the Residential Building and the Recreation Centre;

(b) "Development" means all lands, buildings, structures and improvements included in Strata Plan LMS4011;

(c) "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

(i) radioactive materials;

(ii) explosives;

(iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;

(iv) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:

(A) endangers the health, safety or welfare of persons or the health of animal life;

(B) interferes with normal enjoyment of life or property;

(C) causes damage to plant life or to property; or

(D) toxic substances; and

(v) substances declared to be hazardous or toxic or special waste under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, the Development or the Recreation Centre;

(d) "Operating Agreement" means the Ridge Meadows Seniors Society Operating Agreement dated for reference April 1, 2020 between Ridge Meadows Seniors Society and, the City of Maple Ridge;

(e) "Operating Costs" means the total actual expenses (without duplication) determined in accordance with accepted and sound accounting principles, incurred by the Tenant for managing, operating and maintaining the Recreation Centre, but does not include Strata Costs. (Schedule C)

(f) "Parking Areas" mean all the areas of the Recreation Centre or floor area in the Development devoted to motor vehicle parking use;

(g) "Residential Building" means all parts of the Development other than the Recreation Centre and common areas;

(h) "Senior Citizen" means any person aged fifty-five years of age or older;

(i) "Strata Corporation" means the Owners, Strata Plan LMS4011;

(j) "Strata Costs" means all fees and assessments lawfully levied by the Strata Corporation from time to time in relation to the Recreation Centre, save and except any fees or assessments (including penalties and interest) resulting from a default of the Tenant under the bylaws of the Strata Corporation or the *Strata Property Act* (attached as Schedule C);

(k) "Strata Council" means the Strata Council of the Strata Corporation;

(l) "Strata Owners" means the strata owners of Strata Lots 11 through 219 and includes where context permits the Strata Council and the Strata Corporation.

ARTICLE 2
GRANT OF LEASE

2.1 DEMISE

The Landlord, being the owner in fee simple of the Recreation Centre does hereby Lease to the Tenant, for the Term and upon and subject to the covenants and conditions hereinafter expressed, the Recreation Centre.

ARTICLE 3
TERM, COMMENCEMENT

3.1 TERM

The Term of this Lease shall be for 3 (3) years.

3.2 COMMENCEMENT DATE

The Term shall commence on the 1st day of April, 2020 (the "Commencement Date").

3.3 RIGHT OF RENEWAL

The Tenant shall have three (3) consecutive options to renew this Lease each option being for a further term of three (3) years. Each option shall be deemed to have been exercised if the Tenant does not give notice of refusal to exercise at least fifteen (15) days prior to expiration of the Term or the renewal term as the case may be. In the event the option is exercised all the terms and conditions of this Lease shall remain binding.

3.4 PREVIOUS LEASE AND ASSIGNMENT

This Lease replaces a lease between the Landlord and Tenant dated for reference April1, 2017 (the "Previous Lease") and the parties agree that the Previous Lease shall be terminated and be of no further force and effect as of the Commencement Date.

ARTICLE 4
RENT

4.1 MINIMUM RENT

The Tenant shall pay to the Landlord Rent for the Term of Twenty Thousand Dollars ($20,000.00) per annum (the "Rent"), without deduction, abatement or set-off.

4.2 PAYMENT OF MINIMUM RENT

The Rent for the Term shall be payable by the Tenant to the Landlord in advance in four equal installments of $5,000.00 on, April 1, June 1 and September 1 and January 1 of each year during the Term, the first of such payments to be made on the Commencement Date.

4.3 ADDITIONAL RENT

The Tenant shall pay as Additional Rent monthly, within 15 days of receiving an invoice from the Landlord, all utilities as provided in section 5.1 hereof, all other monies described in this Lease as Additional Rent and all maintenance fees, common expenses of any kind for any purpose levied by the Landlord against the Recreation Centre pertaining to the responsibilities of the Tenant as defined in this Lease.

4.4 APPLICABLE TAXES

The Tenant shall pay, in addition to any other amounts due hereunder, those taxes (if any) properly assessed and levied in accordance with law by any government authority and all taxes on such sums which fall due under this Lease, including without limitation, Goods and Services Tax and Provincial Services Tax in the manner and at such times as are required by law. The Tenant acknowledges that all amounts referred to in this Lease are gross amounts, net of tax, and that all taxes are in addition to those amounts and are not included in them.

ARTICLE 5
UTILITIES

5.1 UTILITIES

The Tenant shall pay the rates, charges, costs and expenses for telephone or cable services provided directly to the Recreation Centre. If the Tenant fails to pay such amounts, the Landlord may, but is not obliged to, pay such amount and the Tenant shall pay to the Landlord the amount of any such payment as Additional Rent.

ARTICLE 6
INSURANCE

6.1 TENANT'S INSURANCE

(a) The Tenant shall, during the whole of the Term and during such other time as the Tenant occupies the Recreation Centre, take out and maintain the following insurance, at the Tenant's sole expense:

(i) comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Recreation Centre, or the Tenant's operation on or about the Recreation Centre; such insurance shall be in the joint name of the Tenant and Landlord so as to indemnify and protect both the Tenant and Landlord and shall contain a "cross liability" or "severability of interests" clause so that the

Landlord and Tenant may be insured in the same manner and to the same extent as it individual policies had been issued to each, and shall for the amount not less than $5,000,000 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance shall, for the Tenant's benefit only, include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease; and

(ii) all risks insurance upon its furniture, fixtures and improvements and upon all other property in the Recreation Centre owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Recreation Centre, against breakage and damage from any cause, all in an amount equal to the full replacement value thereof, which amount in the event of a dispute shall be determined by the decision of the Landlord.

(b) The policies of insurance referred to above shall contain the following:

(i) provisions that the Landlord is protected notwithstanding any act, neglect, or misrepresentation of the Tenant which might otherwise result in the avoidance of a claim under such policies and such that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s); and

(ii) provisions that such policies of insurance shall not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation shall be effective.

(c) The Tenant shall further during the whole of the Term maintain such other insurance in such amounts and upon such terms as the Landlord may reasonably determine from time to time.

(d) The Tenant shall provide to the Landlord current copies of policies of insurance required by this Lease, or other evidence of insurance satisfactory to the Landlord.

ARTICLE 7
USE AND OCCUPATION

7.1 QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment so long as the Tenant is not in default hereunder.

7.2 USE

The Recreation Centre shall be used for the purposes of public non-profit Senior Citizens Recreation and Information Centre and for such uses as are complementary and incidental thereto, and for no other purposes.

7.3 COVENANT TO OPERATE

The Tenant shall throughout the whole of the Term continuously operate, occupy and utilize the entire Recreation Centre for the purposes set out herein.

7.4 POSSESSION AND USE OF PREMISES

The Tenant will:

(a) use and operate the facilities and the services existing within the Recreation Centre in a first class manner in keeping with the standards maintained by other similar facilities in the Metro Vancouver region;

(b) not let the Recreation Centre remain vacant for more than four consecutive days;

(c) not cause any waste or damage to the Recreation Centre;

(d) not let the Recreation Centre become untidy or unsightly, and at the end of each day leave it in such condition that it is clean and tidy;

(e) in respect of the Tenant's activities at the Recreation Centre, at its own cost and expense, comply with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations or orders from time to time in force relating to the Landlord, the Tenant, the Development, the activities carried out at the Recreation Centre or any part thereof relating to Hazardous Substances and the protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event at the Recreation Centre or the Development or any part thereof constituting an offence thereunder or be in breach thereof and shall not bring upon the Recreation Centre, the Development, or any part thereof, or cause or suffer the bringing upon the Recreation Centre or the Development or any part thereof, any Hazardous Substances and, if at any time, notwithstanding the foregoing covenants of the Tenant;

(i) there are any Hazardous Substances upon the Recreation Centre or the Development or a part thereof as a result of the Tenant's use, occupation of or activities at the Recreation Centre;

(ii) there is an occurrence of any event at the Recreation Centre or the Development or any part thereof arising from the Tenant's activities, operations, use or occupation of or at the Recreation Centre constituting an offence under or a breach of any applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders from time to time in force relating to Hazardous Substances;

the Tenant shall, at its own expense:

(iii) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this section;

(iv) promptly remove the Hazardous Substances from the Recreation Centre or the Development or any part thereof in a manner which conforms with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders governing the movement of the same; and

(v) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord, verification of the complete and proper removal of the Hazardous Substances from the Recreation Centre or the Development, or any part thereof or, if such is not the

case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this section;

(f) at the Tenant's own expense, remedy any damage to the Recreation Centre or to the Development where damage arises from the Tenant's activities, use, occupation or operation of or at the Recreation Centre;

(g) if any governmental authority having jurisdiction shall require the clean-up of any Hazardous Substances held, released, spilled, abandoned or placed upon the Recreation Centre or the Development or any part thereof or released into the environment from the Recreation Centre or the Development or any part thereof during the Term by the Tenant or arising from the Tenant's use and occupation of, and operations and activities at the Recreation Centre , then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. The Tenant agrees that if the Landlord determines, in its sole discretion, that the Landlord, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof and the Tenant shall pay to the Landlord the costs and expense for such work as Additional Rent;

(h) provide authorizations to permit the Landlord to make enquiries from time to time of any government authority with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant, the Tenant's activities on the Recreation Centre or the Development or any part thereof including without limitation all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders pertaining to Hazardous Substances and the protection of the environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information;

(i) permit the Landlord at any time and from time to time to inspect the Tenant's property and equipment used by the Tenant upon the Recreation Centre or the Development or any part thereof and the Tenant's records relating thereto for the purpose of identifying the existence or absence of any Hazardous Substances and the Tenant shall assist the Landlord in so doing;

(j) if the Tenant shall bring or create upon the Recreation Centre or the Development any Hazardous Substances or suffer the bringing or creation upon the Recreation Centre or the Development of any Hazardous Substances or if the Tenant shall cause there to be any Hazardous Substances upon the Recreation Centre or the Development, then, notwithstanding any rule of law or equity to the contrary such Hazardous Substances shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous Substances to the Recreation Centre or the Development and notwithstanding the expiry or earlier termination of this Lease; and

(k) the obligations of the Tenant in Subsections 7.4(e), 7.4(f), 7.4(g), 7.4(h), 7.4(i) and 7.4(j) inclusive shall survive the expiry or earlier termination of the Term.

7.5 COMPLIANCE WITH LAWS

The Tenant shall carry on and conduct its operations from the Recreation Centre in such manner as to comply with any and all statutes, by-laws, rules and regulations of any Federal, Provincial, Municipal or other competent authority for the time being in force, and shall not do anything in the Recreation Centre in contravention thereof.

7.6 NUISANCE

The Tenant shall not do or permit to be done or omitted anything which could damage the Development or injure or impede the operations of the Tenant or which shall or might result in any nuisance in or about the Development. In any of the foregoing events, the Tenant shall forthwith remedy the same and if such thing or condition shall not be so remedied, the Landlord may, after such notice, if any, as the Landlord may deem appropriate in the circumstances, correct such situation at the expense of the Tenant and the Tenant shall pay such expense to the Landlord as Additional Rent.

7.7 AREA AND FIXTURES OF THE RECREATION CENTRE

The Tenant must operate the Recreation Centre so that it is open and available to all Senior Citizens in the City of Maple Ridge and so that it is:

(a) used and maintained at a minimum area of 1,486m^2;

(b) fixtured and maintained to be fully accessible to Senior Citizens with disabilities.

7.8 OPERATION OF THE RECREATION CENTRE

The Tenant must operate the Recreation Centre in accordance with the terms of this agreement and in accordance with the Operating Agreement, and in any event as a senior citizen's recreation centre open to all Senior Citizens in the City of Maple Ridge and be available to them all on the same terms and conditions.

7.9 OPERATING COST

(a) The Tenant shall pay to the Landlord as Additional Rent all those amounts required to address the responsibilities of the Tenant as defined in this agreement.

(b) The Landlord shall only be obliged to contribute pursuant to section 7.9(a) so long as the Recreation Centre is operated by the Tenant and so long as the Tenant remains a non-profit society in good standing and has a membership open to all Senior Citizens in the City of Maple Ridge and has punctually observed and performed the terms, covenants and conditions to be performed by it in accordance with the terms of this Lease and the Operating Agreement which is attached.

7.10 MISCELLANEOUS

Capital expenditures and improvements to the Recreation Centre shall be the sole responsibility of the Tenant save and except those expenditures which fall within the meaning of "Strata Costs" (Schedule D).

7.11 GENERAL PROVISIONS

The Tenant shall be responsible for supervising and controlling the activities of members of the public who are using the Recreation Centre and for managing the Recreational Centre without interference and without the necessity of either consent or approval, from the Landlord to the intent that the Tenant shall have the full and absolute authority to operate and manage the services provided by the Tenant in the Recreation Centre.

ARTICLE 8
CLEANING, REPAIR, DAY TO DAY MAINTENANCE

8.1 CLEANING

(a) The Tenant shall keep the Recreation Centre and, without limitation, the inside and outside of all glass, windows and doors of the Recreation Centre and all exterior surfaces of the Recreation Centre, in a neat, clean and sanitary condition and shall not allow any refuse, garbage or other loose or objectionable or waste material to accumulate in or about the Recreation Centre but rather shall dispose of the same in accordance with the Strata Council's rules and regulations.

(b) The Tenant shall pay for its own janitor service, cleaning of debris, removal of garbage and such other costs as may be incurred in cleaning.

(c) In the event the Tenant fails to clean upon notice to do so from the Landlord, the Landlord may clean the same and the Tenant shall pay to the Landlord as Additional Rent the cost thereof.

8.2 TENANT'S REPAIRS

(a) The Tenant shall repair the Recreation Centre, only excepting reasonable wear and tear and repairs which are the responsibility of the Landlord pursuant to this Article 8, and shall redecorate as required and maintain in good condition the interior of the Recreation Centre, any appurtenances thereto, any improvements now or hereafter erected or installed therein and any apparatus or equipment of the Tenant therein or therefore.

(b) The Tenant shall keep well-painted at all times the interior of the Recreation Centre and shall keep all plumbing facilities within the Recreation Centre and all drains therefrom in clean and in working order.

(c) The Tenant, its employees or agents shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without the written approval of the Landlord.

8.3 VIEW REPAIRS

The Landlord may enter the Recreation Centre at any reasonable times during business hours and at any time during an emergency to view the state of repair and the Tenant shall repair as aforesaid according to notice in writing from the Landlord.

8.4 LANDLORD'S REPAIR

The Landlord shall bona fide use its best efforts to ensure that the Strata Owners:

(a) shall conduct all maintenance, repairs and replacements to the apparatus for heating, ventilating, air-conditioning, electricity, lighting and plumbing systems installed in the Development and serving the Recreation Centre;

(b) shall be responsible for all structural repairs including glass and roof membranes to the Development and repairs of damage to the Recreation Centre caused by perils against which the Strata Owners are obligated to insure;

(c) shall keep painted and clean these parts of the exterior of the Development requiring painting including the Recreation Centre.

8.5 OTHER DAY TO DAY MAINTENANCE

(a) In addition to the responsibilities for cleaning and repairs as noted above the Tenant shall also have responsibility for its normally required maintenance in the day to day operation of the Recreation Centre.

ARTICLE 9
ALTERATIONS, FIXTURES

9.1 TENANT'S ALTERATIONS

(a) The Tenant shall not make or cause to be made any alterations, additions or improvements or erect or cause to be erected any partitions or install or cause to be installed any fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes or otherwise in respect of the Recreation Centre without first obtaining the Landlord's written approval thereto, such approval not to be unreasonably withheld in case of alterations, additions or improvements to the interior of the Recreation Centre.

(b) All fixtures installed by the Tenant shall be new, provided that the Tenant may install any fixtures in its usual manner so long as such installation has first been approved by the Landlord and does not damage the structure of the Development.

(c) The Tenant shall promptly pay all contractors, material suppliers and workers so as to minimise the possibility of a lien attaching to the Recreation Centre and/or the Development and should any claim of lien be made or filed the Tenant shall cause the discharge of the same forthwith.

9.2 REMOVAL OF FIXTURES

(a) So long as the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall then have the right to remove fixtures installed by it from the Recreation Centre but shall make good any damage caused to the Recreation Centre resulting from the installation or removal thereof; provided that all alterations, additions and improvements constructed and installed in the Recreation Centre and attached in any manner to the floors, walls or ceilings, including any floor covering and light fixtures, are hereby deemed not to be the Tenant's fixtures and shall remain upon and be surrendered with the Recreation Centre, except to the extent that the Landlord requires removal thereof pursuant to Section 9.2(d).

(b) If the Tenant fails to remove its trade fixtures and restore the Recreation Centre as aforesaid, all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord continues to require removal thereof pursuant to Section 9.2(d).

(c) Should the Tenant abandon the Recreation Centre or should this Lease be terminated before the proper expiration of the Term due to default on the part of the Tenant herein, in such event, as of the moment of default by the Tenant, all fixtures and furnishings of the Tenant (whether or not attached in any manner to the Recreation Centre) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 9.2(d), become and be deemed to be the property of the Landlord, without indemnity to the

Tenant and as additional liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord.

(d) Notwithstanding that any fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant shall forthwith remove all or part of the same and shall make good any damage caused to the Recreation Centre resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant.

(e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 9.2(d), fails to promptly remove any fixtures, furnishings, alterations, additions, improvements and fixtures in accordance with such notice, then the Landlord may enter into the Recreation Centre and remove there from all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

9.3 LANDLORD'S ALTERATIONS

The Landlord reserves the right to allow the Strata Owners to:

(a) make alterations or additions to the Development which right may be exercised by the Landlord in its unfettered discretion provided that the ingress and egress to the Recreation Centre shall not be substantially and materially altered or interfered with or, in the event of such substantial and material alteration or interference, that the Landlord has first obtained the Tenant's written consent, not to be unreasonably withheld and without any claim for damages or indemnification against the Landlord, its employees or agents;

(b) alter the location and nature of the Common Areas, close off parts thereof, erect additions thereto or extend any part thereof; or

(c) make any changes or additions to the apparatus, appliances, conduits, ducts, equipment, pipes or structures of any kind in the Recreation Centre where necessary to serve adjoining premises or other parts of the Development.

ARTICLE 10
ASSIGNMENT, SUBLETTING, SALE OR MORTGAGE

10.1 ASSIGNMENT AND SUBLETTING

The Tenant may not assign or sublet this Lease except by an assignment agreement and with the consent of the Landlord as evidenced by the Landlord's execution of that agreement, which said consent the Landlord may not unreasonably withhold.

ARTICLE 11
INDEMNITY, LIENS

11.1 LANDLORD'S INDEMNITY

The Landlord shall indemnify and save harmless the Tenant of and from all loss and damage and all claims, costs, demands, expenses, fines, liabilities and suits of any kind or nature for which the Tenant shall or may become liable, incur or suffer by reason of the wrongful act or omission, default or negligence of the Landlord or any of its agents, contractors or employees.

11.2 TENANT'S INDEMNITY

The Tenant shall indemnify and save harmless the Landlord of and from all loss and damage and all claims, costs, demands, expenses, fines, liabilities and suits of any kind or nature for which the Landlord shall or may become liable, incur or suffer by reason of the wrongful act or omission, default or negligence of the Tenant or any of its agents, contractors or employees.

11.3 LIENS

The Tenant will, immediately upon demand by the Landlord, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any builder's or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant shall pay to the Landlord as Additional Rent the cost thereof, including the Landlord's complete legal costs.

ARTICLE 12
DEFAULT, REMEDIES, TERMINATION

12.1 DEFAULT

If and whenever:

(a) the Tenant shall be in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, and such default shall continue for ninety (90) days following any specific due date on which the Tenant is to make such payment or, in the absence of such specific due date, for the ninety (90) days following written notice by the Landlord requiring the Tenant to pay the same; or

(b) the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Recreation Centre, shall be taken or seized in execution or attachment, or if any writ of execution shall issue against the Tenant, or the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take benefit of any Act that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver shall be appointed for the affairs, business, property or revenues of the Tenant; or

(c) the Tenant shall vacate or abandon the Recreation Centre, or fail or cease to continuously operate pursuant to Article 7 or the Operating Agreement or use or permit or suffer the use of the Recreation Centre for any purpose other than as set forth in Article 7 or the Operating Agreement, or fail to remedy or rectify an act or omission pursuant to Article 7; or

(d) the Tenant shall not observe, perform and keep each and every of the covenants, agreement, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and shall persist in such default, in the case of monetary payments, beyond the ninety (90) day period stipulated in paragraph (a) aforesaid or, in the case of any other default, after thirty (30) days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of any such default which would reasonably require more than thirty (30) days to rectify, unless the Tenant shall commence rectification within the said thirty (30) day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default;

then, and in each of such cases, and at the option of the Landlord, this Lease may be terminated and the Term shall then immediately become forfeited and void, and the Landlord may without notice or any form of legal process whatever forthwith re-enter the Recreation Centre or any part thereof and in the name of the whole repossess and enjoy the same as of its former estate, anything contained herein or in any statute or law to the contrary notwithstanding.

12.2 LANDLORD MAY PERFORM

If the Tenant shall fail to observe, perform or keep any of the provisions of this Lease to be observed, performed and kept by the Tenant, the Landlord may, but shall not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant, whether or not performance by the Landlord on behalf of the Tenant is otherwise expressly referred to in the applicable Section of this Lease. For such purpose the Landlord may make any payment and/or do or cause to be done such things as may be required including, without limiting the generality of the foregoing, entry upon the Recreation Centre. Any such performance by or at the behest of the Landlord shall be at the expense of the Tenant and the Tenant shall pay to the Landlord as Additional Rent the cost thereof.

12.3 DISTRESS

If and whenever the Tenant shall be in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, the Landlord may, without notice or any form of legal process whatever, enter upon the Recreation Centre and seize, remove and sell the Tenant's goods, chattels and equipment there from and/or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Recreation Centre, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

12.4 COSTS AND INTEREST

All costs, expenses, and expenditures including, without limitation, the complete legal costs incurred by the Landlord as a result of any default by the Tenant shall forthwith on demand be paid by the Tenant as Additional Rent together with interest, at the rate of eight percent (8%) per annum calculated monthly from the date any such costs, expenses, and expenditures are incurred by the Landlord until the same are fully paid and satisfied.

12.5 VACATE UPON TERMINATION, SURVIVAL

At the termination of this Lease, whether by effluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Recreation Centre in the same condition as the Recreation Centre was in upon delivery of possession to the Tenant, subject to the exceptions from the Tenant's obligation to repair in accordance with Section 8.2, and subject to the Tenant's rights and obligations in respect of removal in accordance with Section 9.2, and shall surrender all keys

to the Recreation Centre to the Landlord at the place then fixed for payment of rent. The indemnity agreements contained in Article 11 shall survive the termination of this Lease.

12.6 ADDITIONAL RIGHTS ON RE-ENTRY

If the Landlord shall re-enter the Recreation Centre or terminate this Lease, then:

(a) notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination shall survive;

(b) the Landlord may use such force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Recreation Centre and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for or in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

(c) the Landlord may re-let the Recreation Centre or any part thereof for a term or terms which may be less or greater than the balance of the Term and may grant reasonable concessions in connection therewith.

12.7 NO WAIVER

No provisions of this Lease shall be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver shall be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

12.8 REMEDIES CUMULATIVE

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease pursuant to Section 12.1.

ARTICLE 13
GENERAL PROVISIONS

13.1 APPROVALS

No provision in this Lease requiring the Landlord's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Landlord relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Landlord on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Lease.

13.2 UNAVOIDABLE DELAY

Notwithstanding anything in this Lease to the contrary, neither the Landlord or Tenant shall be deemed to be in default in respect of the performance of any of the terms, covenants and conditions of this Lease if any failure or delay in such performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebelling, hostilities, military or usurped power,

sabotage, governmental regulations or controls, Act of God, or other cause beyond the control of the Landlord or the Tenant as the case may be.

13.3 SOLE AGREEMENT AND SURVIVAL OF AGREEMENT TO LEASE

This Lease and any agreement to lease pertaining to the Recreation Centre executed and delivered by or on behalf of the Landlord and the Tenant set forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between the parties concerning the Recreation Centre and there are no warranties, representations, covenants, promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than as set forth in this Lease.

13.4 MODIFICATIONS

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by the parties.

13.5 APPLICABLE LAW

This Lease shall be governed and construed in accordance with the laws of the Province of British Columbia.

13.6 CONSTRUED COVENANT, SEVERABILITY

All of the provisions of this Lease are to be construed as covenants and agreements. Should any provision of this Lease be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

13.7 TIME

Time is of the essence hereof.

13.8 NOTICE

(a) Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given five (5) days following the date upon which it was mailed. The addresses of the parties for the purpose hereof shall be, in the case of the Landlord, the address of the Landlord first above set out, and in the case of the Tenant, the address first above set out above or at the address of the Recreation Centre.

Notwithstanding the foregoing, during the currency of any interruption in the regular postal service, any notice to the Tenant may be left at the Recreation Centre and shall be effective upon being so left.

(b) Any party hereto may at any time give notice in writing to another of any change of address of the party giving such notice and from and after the second day after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

13.9 INDEX, HEADINGS

The index and headings in this Lease are to be inserted for convenience or reference only and shall not affect the construction of this Lease or any provision hereof.

13.10 NUMBER AND GENDER

Whenever the singular or masculine or neuter is used in

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

CITY OF MAPLE RIDGE by its
authorized signatory:

_____ _____

Corporate Officer Witness

Date: _____

RIDGE MEADOWS SENIORS SOCIETY
by its authorized signatories:

_____ _____

Witness

_____

Title

_____

_____

Title

Date: _____

SCHEDULE "C"
[Operating Agreement RMSS – CMR Strata Responsibilities]

Audit Statutory Review
Management Fees
Audit / Tax Return
Postage / Copying
Snow Removal
Bank Charges
Insurance
Insurance Appraisal
Replacement Reserve contribution
Generator
Emergency Generator
Boiler & HVAC (Contract)
Boiler (R&M)
HVAC (R&M)
Outside Maintenance
Security
Structural & Roof
Alarm Monitoring
Fire Protection
Electricity
General Maintenance
Gas
Waste Removal
Water & Sewer
Irrigation
Landscaping

SCHEDULE "D"

Section 7.10

Capital Expenditures for which tenant is not Responsible – Comprehensive Reserve Fund Study – Panorama, Strata Plan LMS 4011 (dated October 3, 2011)

Available upon request

SCHEDULE "E"
[Operating Agreement RMSS – Parks, Recreation and Culture Policies]

Name	Policy No.	Date Approved
Automatic External Defibrillator (AED) Policy	P126	March 13, 2014
Asset Based Community Development Policy	P092	April 10, 2014
Criminal Records Check Policy	5.03	July 5, 1993
City of Maple Ridge Purchasing Policy	5.45	Nov. 10, 2004
Recreation Access Policy	P048	Nov. 8, 2012
Volunteers Policy	P127	Sept. 11, 2014

SUMMARY OF RMSS OPERATING AND LEASE AGREEMENT CHANGES/ADDITIONS

RIDGE MEADOWS SENIORS SOCIETY OPERATING AGREEMENT

Changes:

1. Article 2.1
   To deliver social and recreational programs and services designed to improve the health and well-being of Senior Citizens that take into consideration the City's strategic priorities, specifically community spirit and pride as outlined below.

   The previous agreement read 'that take into consideration the City's performance focus areas as outlined below.'

2. Article 2.11

   To report annually to the City with the following information:

   a) A detailed business plan and a budget each year no later than March 15, for the operation of the MR Seniors Activity Centre, and for the delivery of the operations, programs and activities to the Staff Liaison (described in section **Error! Reference source not found.** for review. The overall business plan and budget will be in alignment with the City's vision and goals for community partners operating civic owned facilities and will inform the City's annual business plans;

   Previous date was October 31

   b) An Annual Report presentation no later than March 15 each year following the Society's AGM to the City including:

   Previous date was October 31

Additions:

1. Article 2.11
   e) Supporting schedules to their financial statements that provide detail on each facility they operate.

MAPLE RIDGE SENIORS ACTIVITY CENTRE FACILITY LEASE AGREEMENT

Changes:

1. Article 7.7
   The Tenant must operate the Recreation Centre so that it is open and available to all Senior Citizens in the City of Maple Ridge and so that it is:
   b) fixtured and maintained to be fully accessible to Senior Citizens with disabilities.

   The previous agreement read 'disabled Senior Citizens.'

5.0 Public Works and Development Services

MAPLE RIDGE
British Columbia

mapleridge.ca

City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	MEETING DATE:	February 4, 2020
		FILE NO:	2019-258-AL
FROM:	Chief Administrative Officer	MEETING:	C o W
SUBJECT:	Application for Subdivision in the ALR 20625 Powell Avenue		

EXECUTIVE SUMMARY:

This application for subdivision within the Agricultural Land Reserve concerns a 0.89 hectare (2.2 acres) property, located at 20625 Powell Avenue. The property is zoned RS-3 (One Family Rural Residential), which has a minimum parcel size of 0.8 hectares (2 acres). The subject property is currently close to the minimum parcel size and, under normal circumstances, would not be able to subdivide further. However, there are two enabling provisions that, when combined, can support a legally non-conforming lot to be created within the Agricultural Land Reserve. One of these provisions is the Agricultural Land Commission's Policy L-11 for Homesite Severance, which can support subdivision if the property was purchased prior to the creation of the Agricultural Land Reserve (December 31, 1972). The second provision, is Section 514 of the *Local Government Act*, which provides the legal framework to create non-conforming lots.

There have been a few applications for Homesite Severance in the City of Maple Ridge. As these applications represent a unique set of circumstances recognized by the Agricultural Land Commission, previous applications have been supported by staff and were authorized by Council to proceed to the Agricultural Land Commission.

This application meets the conditions of Section 514 of the *Local Government Act*. However, the property was purchased after the creation of the Agricultural Land Reserve and therefore does not meet the Agricultural Land Commission's requirements for Homesite Severance. On this basis, this application is considered similarly to other applications for subdivision within the Agricultural Land Reserve, which are not supported by the policies of the Official Community Plan. For this reason, the recommendation is to deny forwarding this application to the Agricultural Land Commission.

RECOMMENDATION:

That Application 2019-258-AL, respecting property located at 20625 Powell Avenue, not be authorized to proceed to the Agricultural Land Commission.

DISCUSSION:

a) Background Context:

Applicant:	P. Dinsley
Legal Description:	Lot 4, Group 1, Except Firstly: Parcel "B" (Explanatory Plan 8621), Secondly: Parcel "A" (Reference Plan 16438), District Lot 276, New Westminster District Plan 3359

OCP:

Existing:	Agricultural

Zoning:

Existing:	RS-3 (One Family Rural Residential)

Surrounding Uses:

North:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Agricultural
South:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential
East:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Agricultural
West:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Agricultural

Existing Use of Property:	Rural Residential
Proposed Use of Property:	Rural Residential
Site Area:	0.89 hectares (2.2 acres)
Access:	Powell Avenue
Servicing:	Rural

b) Project Description:

This application is for subdivision of the subject property, located at 20625 Powell Avenue, within the Agricultural Land Reserve (ALR) (see Appendices A and B). This application is utilizing a provision within the *Local Government Act* to create two lots that are each less than the minimum parcel size prescribed by the zoning (see Appendix C). The applicant is seeking to subdivide the property in order to build a smaller house on one of the proposed parcels. Section 514 of the *Local Government Act* allows the creation of parcels and remaining lots of less than minimum parcel size. Legal Counsel for Maple Ridge confirms with case law examples that neither the newly created lot nor the remainder need to comply with minimum parcel size.

The provision to create an undersized lot has been utilized in previous Homesite Severance applications within the ALR in Maple Ridge. These provisions are recognized in the ALR for property owners who purchased the property prior to the creation of the ALR (December 31, 1972).

In this case, the property owner purchased the property after the creation of the ALR, and therefore does not qualify under Agricultural Land Commission (ALC) policy for Homesite Severance provisions. For this reason, this application will be evaluated as a standard subdivision application in the ALR. Typically, these applications are not supported, based on the policies of the Official Community Plan (OCP).

c) **Planning Analysis:**

Official Community Plan:

On November 14, 2006, Council adopted the OCP, which contains supportive agricultural policies. On December 16, 2009, Council adopted an Agricultural Plan to support agriculture within the rural area and the ALR. The merits of this application will be viewed within this policy context, as summarized below.

OCP Section 6.2.2 Sustainable Agriculture

Policy 6-12 states:

Maple Ridge will protect the productivity of its agricultural land by:

a) adopting a guiding principle of "positive benefit to agriculture" when making land use decisions that could affect the agricultural land base, with favourable recognition of initiatives including but not limited to supportive non-farm uses, infrastructure improvements for farmland, or the inclusion of land elsewhere in the Agricultural Land Reserve;

b) requiring agricultural impact assessments (AIAs) and Groundwater Impact Assessment of non-farm development and infrastructure projects and identifying measures to off-set impacts on agricultural capability;

c) preserving larger farm units and areas by using appropriate buffers such as roads, topographic features, watercourses, ditching, fencing, or gradually reduced residential densities on properties adjacent to agricultural land;

d) discouraging the subdivision of agricultural land into smaller parcels, except where positive benefits to agriculture can be demonstrated;

e) reinforcing the concept that the Agricultural Land Reserve is intended for agricultural use by increasing the minimum lot size for ALR properties that are zoned Rural Residential;

f) encouraging the amalgamation of smaller parcels of farmland into larger, more cohesive parcels.

Policy 6-12 discourages the subdivision of agricultural land into smaller parcels, supports increasing the minimum parcel size of ALR properties with Rural Residential zoning, and encourages land assembly to create larger farm parcels. The reason for discouraging subdivision within the ALR is that subdivision tends to increase speculative activity within the ALR, thereby increasing the market value of farmland, and exacerbating the issue of economic barriers to entry for new farmers.

OCP Section 6.2.1 Economic Development Strategy

Policy 6-6 of the Official Community Plan describes options for increasing alternative tenures in greater detail:

Maple Ridge will develop an Agricultural Plan that:

a) maintains an inventory of local agricultural products and agricultural land use;

b) develops and maintains a database of farm businesses and operators;

c) promotes leasing opportunities of agricultural land;

d) promotes agricultural heritage initiatives;

e) identifies appropriate land uses within agricultural areas and at the rural/urban interface;

f) promotes urban agriculture;

g) recognizes the positive role that agricultural lands have on the environment;

h) will identify a variety of mechanisms to assist farm operators and to protect agricultural lands, including but not limited to the creation of trusts, endowments, and life-leases;

i) includes an assessment of the agricultural land base; and
j) develops Development Permit area guidelines to direct non-agricultural development at the urban/rural interface.

One reason for promoting alternative tenures (Policies 6-6 c) and h)) relates to the high cost of land, which is a known barrier for new farmers wishing to start an agricultural business. By supporting other forms of tenure that can delay or avoid the need for this capital investment by individual farmers, the City can improve its agricultural potential, and bring more of its agricultural land into production.

For the above noted reasons, this application does not comply with the Agricultural policies of the OCP.

Agricultural Plan:

Issue 5 of the Agricultural Plan notes concerns with the loss of the agricultural land base, describing the following situations that are pertinent to this application:

- *Many small parcels*
- *High level of rural residential incursion into Agricultural Land Reserve*
- *Non-farmed areas of the Agricultural Land Reserve tend to be smaller parcels*
- *Continued conversion pressure from the District of Maple Ridge's urban growth*
- *Financial pressure on farming*

The Agricultural Plan also notes that more recent priorities given to food safety, food security, and climate change, includes the development of a local food system. Towards this end, the community would benefit from greater certainty that the agricultural land base is not undermined by incremental land use decisions.

The Agricultural Plan makes the following recommendations that pertain to this application:

b) Continue to implement the OCP policies to protect the agricultural land base by creating guidelines for reviewing applications for non-farm use, exclusions, fill applications, transportation and utility applications, subdivisions, and government applications;...
g) Explore retention of lots 2 ha (5 acres) and larger in the Agricultural Land Reserve.

Currently, the minimum parcel size in the RS-3 (One Family Rural Residential) zone is 0.8 ha (2.0 acres), where community water is available. This zone pertains to most of the land that is within the ALR, including the subject property. The RS-3 (One Family Rural Residential) zone pre-dates the creation of the ALR. Although designated for Agriculture, there is a concern that this historic zoning contributes to the perception that farming is not the primary use of this zone. The Agricultural Plan recommends that 2.0 ha (5 acres) is a more appropriate minimum parcel size for lands within the ALR.

As noted, this application is utilizing a legal mechanism to create lots of less than the minimum parcel size prescribed by zoning. The agricultural impacts of further parcelization of an already small parcel should be considered. Legal Counsel confirms that Council has the discretion to evaluate this application on policy consideration and make their decision accordingly.

d) **Interdepartmental and Interagency Implications:**

Engineering Department

The Engineering Department would review this proposal for its servicing requirements as part of the Subdivision application, should ALC approval be granted. It should also be noted that the subject property has one sewer connection that was made in 1995. By current standards, a second application for sewer connection in support of a subdivision would be contrary to Metro Vancouver's policy framework and therefore might not be supported. Proof of septic capacity to current City standards would then be required.

Ministry of Agriculture

Research provided by the Ministry of Agriculture in their most recent inventory work validates concerns raised in the Agricultural Plan about small lot sizes[1]. Conclusions drawn from this region-wide information have been summarized by Metro Vancouver, as follows:

> *Evidence exists that small parcels are less likely to be farmed and therefore further subdivision of parcels in the ALR is not warranted and will only encourage more non-farm use of ALR land. Currently 75% of the parcels less than 2 ha (5 acres) are not farmed. The average size of parcels not used for farming is 3 ha (7.4 acres), while the average size of parcels used for farming is 7 ha (17 acres).*[2]

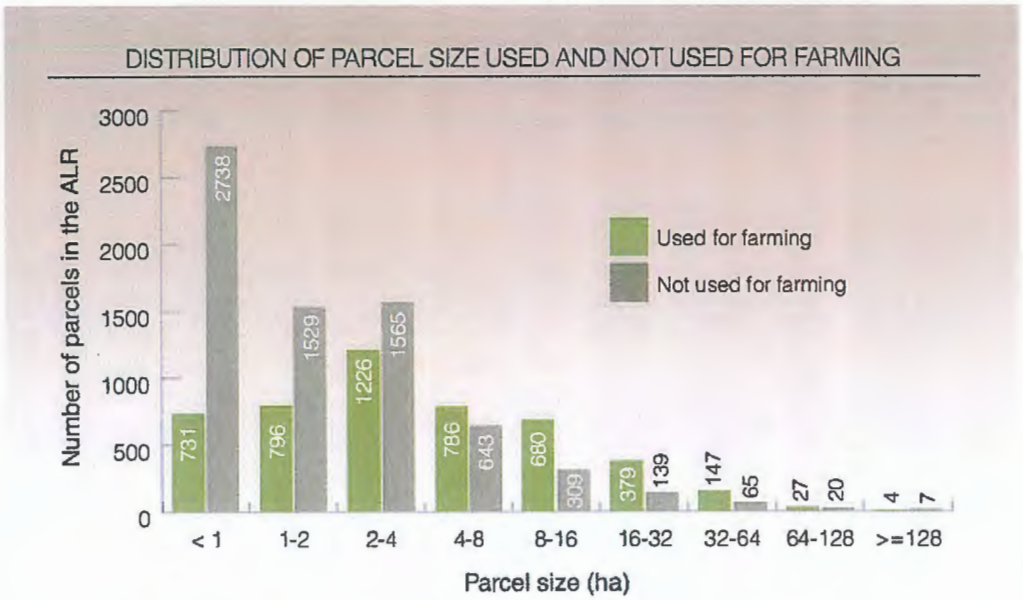

Figure 1 Source: Metro Vancouver, Farming in Metro Vancouver, Metro Facts in Focus Policy Backgrounder, 2014

Based on Ministry of Agriculture data, the above figure demonstrates the connection between parcel size and farming activity.

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[1] Maple Ridge was a project partner for the Ministry of Agriculture inventory work in 2011

[2] Metro Vancouver, Farming in Metro Vancouver, Metro Facts in Focus | Policy Backgrounder, 2014

The applicant has provided an Agricultural Land Capability Assessment that notes this property is not currently farmed, and is unlikely to be used for commercial agriculture in the future. The combination of parcel size and site constraints reduce the farmable area. It should be noted, however, that the property may be attractive for smaller scale agriculture, with direct sales to consumer in order to maximize gross farm receipts. Such a farm operation could still contribute to local food security. The current parcel size is over 0.8 ha (2 acres) and could feasibly attain farm status. If subdivided further, the smaller parcels will be less likely to be used for farming.

e) **Alternatives:**

The recommendation is not to forward this application to the ALC, based on the above policies. With this option, the application will be considered denied and will not proceed further. A portion of the application fee will be refunded to the applicant.

Council may choose to forward the application to the ALC. With this alternative option, the ALC will evaluate the merits of this application and make their decision accordingly. Should this application be approved by the ALC, a Subdivision application will be required.

CONCLUSION:

This application has been evaluated for its consistency with the policies of the OCP, and its implications for the Agricultural Plan. The application does not comply with this policy framework. On this basis, the recommendation is that this application for subdivision within the ALR not be supported.

"Original signed by Michelle Baski"

Prepared by: **Michelle Baski, AScT, MA**
Planner

"Original signed by Chuck Goddard"

Reviewed by: **Charles R. Goddard, BA, MA**
Director of Planning

"Original signed by Michelle Orsetti" for

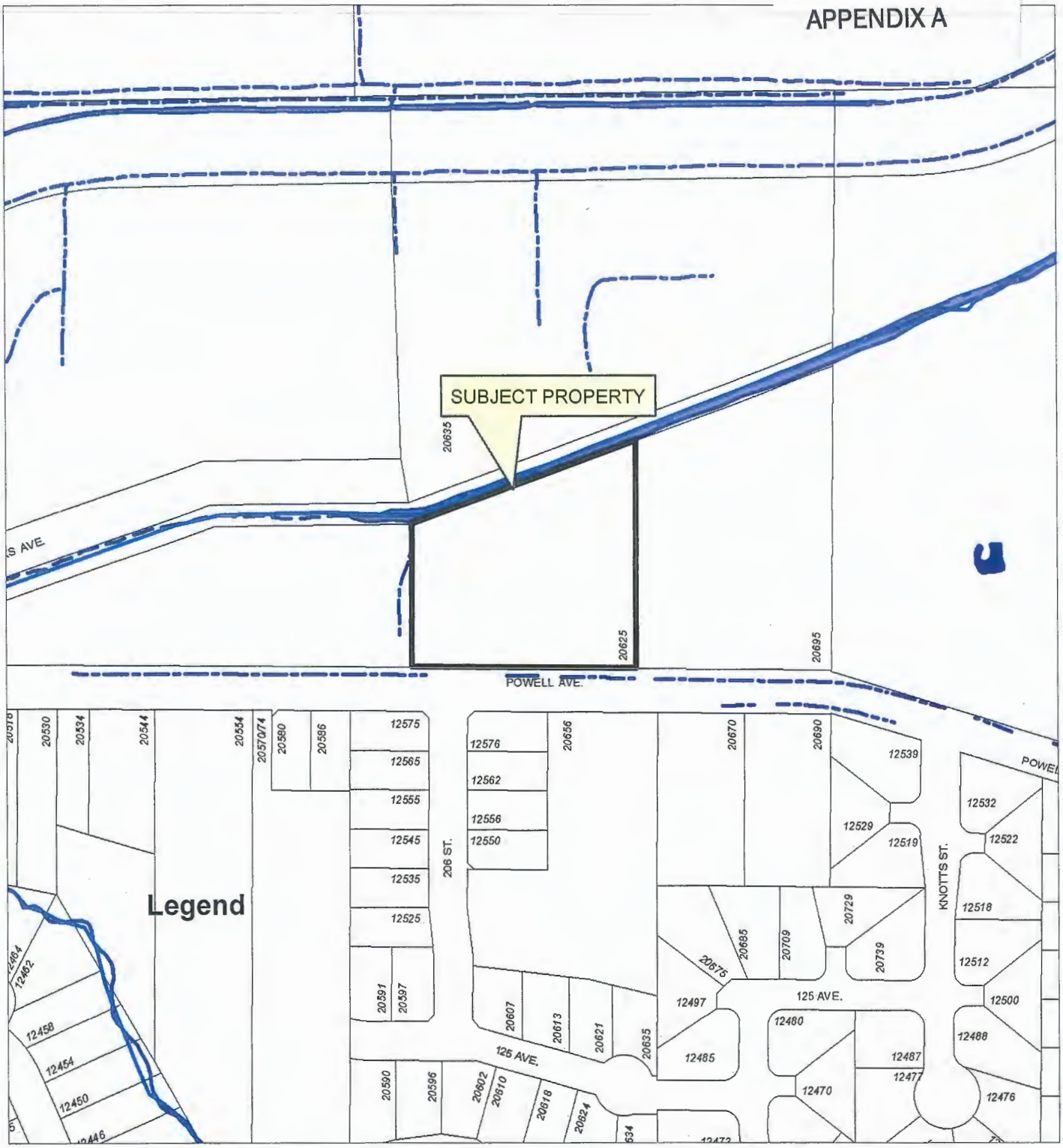
Approved by: **Christine Carter, M.PL, MCIP, RPP**
GM Planning & Development Services

"Original signed by Al Horsman"

Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Ortho Photo
Appendix C – Proposed Subdivision Plan

APPENDIX A



N

Scale: 1:2,500

Legend

- Stream
- Canal Edge
- Ditch Centreline
- Indefinite Creek
- River Centreline
- Canal
- Lake or Reservoir

20625 Powell Ave

ENGINEERING DEPARTMENT

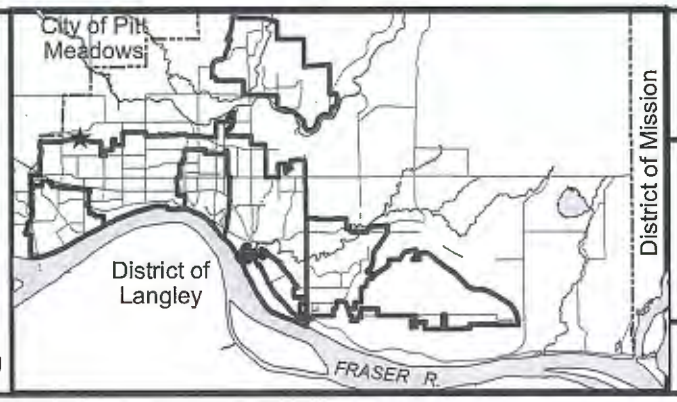
MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2019-258-AL
DATE: Jul 22, 2019

BY: MC

APPENDIX B



N

Scale: 1:2,500

20625 Powell Ave

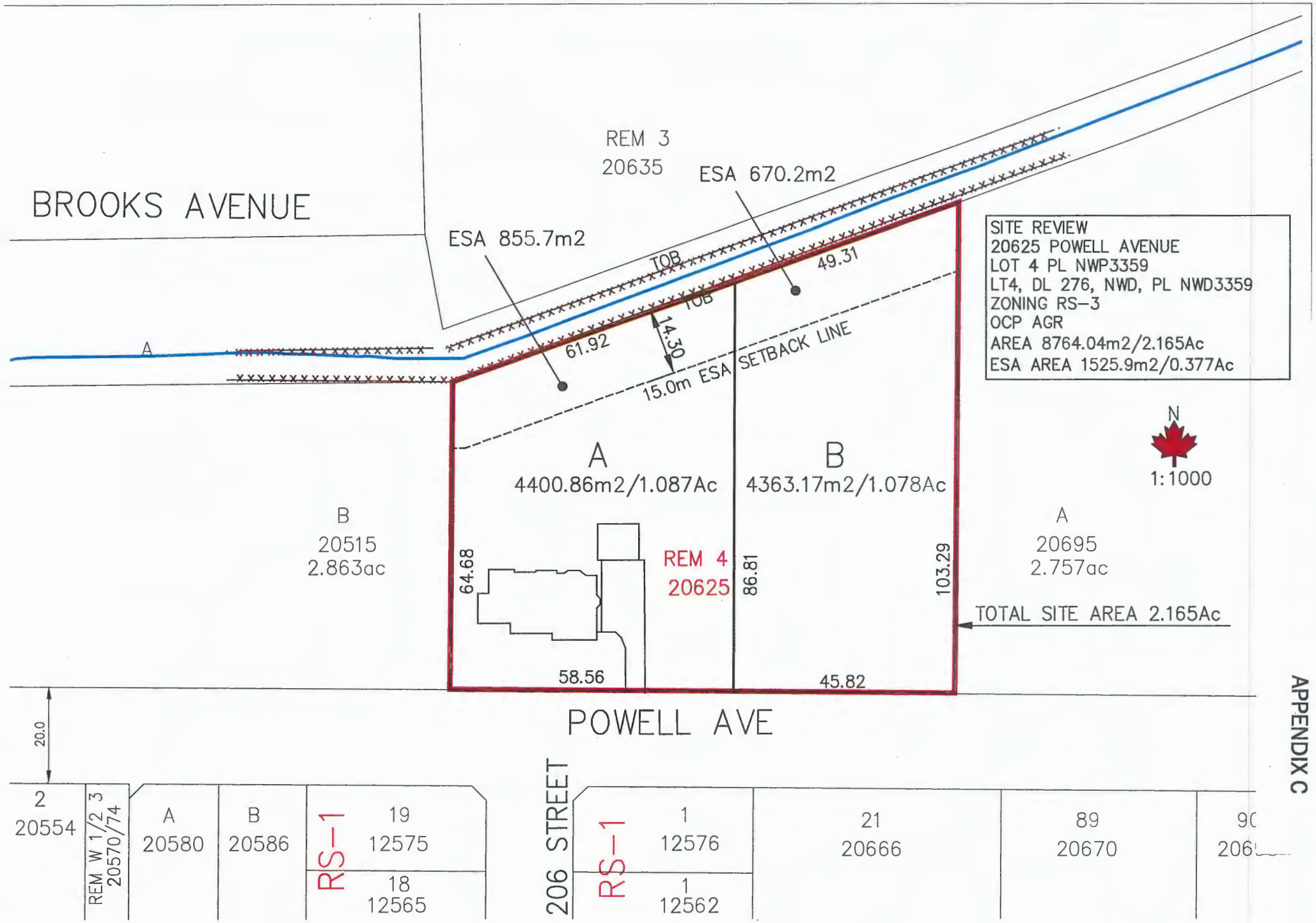
ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2019-258-AL
DATE: Jul 22, 2019

BY: MC



APPENDIX C

SUBDIVISION PLAN MAY 18 2018

MAPLE RIDGE
British Columbia

mapleridge.ca City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	February 18, 2020
		FILE NO:	2019-409-RZ
FROM:	Chief Administrative Officer	**MEETING:**	C o W

SUBJECT: **First Reading**
Zone Amending Bylaw No. 7613-2020
12471 223 Street

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 12471 223 Street, from RS-1 (One Family Urban Residential) to the new to be adopted R-4 (Single Detached (Infill) Urban Residential) zone, to permit a future subdivision into two lots.

A review of OCP Policy 3-19, directed by Council in April 2017, concluded that infill housing options could be expanded through the creation of a new residential infill zone. Such a zone is to permit a smaller minimum lot area and width than the existing RS-1b (One Family Urban (Medium Density) Residential) zone, but is larger than the current R-1 (Residential District) zone, and has a building height and setbacks that reflect those currently found in established neighbourhoods. As a result of the infill policy review conducted by staff earlier, staff introduced the new R-4 (Single Detached (Infill) Urban Residential) zone to Council at the November 20, 2018 Workshop. The zone amending bylaw received first and second reading at the November 27, 2018 Council meeting as part of application 2016-411-RZ. The new zone will continue to advance with the application that proceeds first.

If approved, one of the two single family lots is subject to a $5,100 charge as part of the Community Amenity Contribution (CAC) Program Policy 6.31 as updated December 12, 2017. To proceed further with this application additional information is required as outlined below.

RECOMMENDATIONS:

1. **That Zone Amending Bylaw No. 7613-2020 be given first reading; and**

2. **That the applicant provide further information as described on Schedule B & E of the Development Procedures Bylaw No. 5879–1999, along with the information required for a Subdivision application.**

DISCUSSION:

a) Background Context:

Applicant:	Pavan Rakhra
Owner:	MP Pacific Developments Ltd
Legal Description:	Lot 39, District Lot 400, New Westminster District Plan 30974

OCP:		
Existing:		Urban Residential
Proposed:		Urban Residential
Zoning:		
Existing:		RS-1 (One Family Urban Residential)
Proposed:		R-4 (Single Detached (Infill) Urban Residential)
Surrounding Uses:		
North:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential
South:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential
East:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Urban Residential
West:	Use:	Single Family Residential
	Zone:	RS-1b (One Family Urban (Medium Density) Residential)
	Designation:	Urban Residential

Existing Use of Property:	Single Family Residential
Proposed Use of Property:	Single Family Residential
Site Area:	0.113 ha. (0.28 acres)
Access:	223 Street
Servicing requirement:	Urban Standard

b) Site Characteristics:

The subject property, located at 12471 223 Street, is approximately 1130 m^2 in area, and is generally flat, with some shrubs and hedges located along the perimeter (see Appendices A and B). The subject property is situated just north of the Town Centre Area, and is bounded by single family residential properties on all sides, with 223 Street fronting the east property line. There are no other development applications in process in the neighbourhood.

c) Project Description:

The current application proposes to rezone the subject property from RS-1 (One Family Urban Residential) to R-4 (Single Detached (Infill) Urban Residential), to permit future subdivision into two residential lots of approximately 530 m^2 each. The proposed zone has not been adopted yet, however, it was brought forward with another development application. So far, the amending bylaw received first and second reading at the November 27, 2018 Council meeting, as part of application 2016-411-RZ. As timelines for application 2016-411-RZ are unclear at this point in time, the bylaws for the new zone will continue to advance with the application that proceeds further first.

At this time, the current application has been assessed to determine its compliance with the Official Community Plan (OCP) and provide a land use assessment only. Detailed review and comments will need to be made once full application packages have been received. A more detailed analysis and further reports will be required prior to second reading. Such assessment may impact proposed lot boundaries and yields, OCP designations and Bylaw particulars, and may require application for further development permits.

d) Planning Analysis:

Official Community Plan:

The development site is currently designated *Urban Residential*. The Zoning Matrix identifies both a neighbourhood residential infill category, and a major corridor residential category. The subject property is considered *Neighbourhood Residential Infill,* which designation allows for single detached dwellings and other housing forms, subject to the Neighbourhood Residential Infill Policies. Specifically, Policy 3-19 provides for subdivision in established neighbourhoods providing that the lot area and width is not less than 80% of the lot area and width prescribed under the predominate zone in the neighbourhood.

The application to rezone the property to the new R4 (Single Detached (Infill) Urban Residential) zone, is compliant with the OCP infill policies and is, therefore, supportable.

Zoning Bylaw:

The current application proposes to rezone the property located at 12471 223 Street from RS-1 (One Family Urban Residential) to the newly proposed R-4 (Single Detached (Infill) Urban Residential zone, to permit future subdivision into two residential lots of approximately 530 m^2.

The new R-4 (Single Detached (Infill) Urban Residential) zone will be equivalent to 80% of the RS-1b (One Family (Medium Density) Residential) zone, with a minimum lot area of 450m^2 and a minimum lot width of 12 m, consistent with the existing transition between the RS-1 (One Family Urban Residential) and RS-1b (One Family (Medium Density) Residential) zones. As well, the new zone would address some of the typical concerns raised by neighbours in proximity to an infill development. As new construction can often maximize the allowable height permitted under the zoning requirements, the new infill zone would have a lower height maximum of 9.5 m compared to the typical 11 m to ensure better compatibility with existing (and often smaller) developments. A maximum height of 9.5 m would still permit a two storey home to be constructed. Additionally, front yard and side yard setbacks would be enlarged to reflect RS-1 (One Family Urban Residential) zone requirements, so that the siting of the homes is more consistent with existing homes.

The minimum lot size for the current RS-1 (One Family Urban Residential) zone is 668m^2, and the minimum lot size for the newly proposed R-4 (Single Detached (Infill) Urban Residential) zone is 450m^2. The subject application is proposing two residential lots, of each 530 m^2 in area, but proposes 11.58 metres width per lot. Therefore, a Development Variance Permit application to reduce the required width from 12.0 metres to 11.58 metres is required.

Advisory Design Panel:

A Form and Character Development Permit is not required because this is a single family project, therefore this application does not need to be reviewed by the Advisory Design Panel.

Development Information Meeting:

A Development Information Meeting is not required for this application, as there are fewer than five dwelling units being proposed.

e) Interdepartmental Implications:

In order to advance the current application, after first reading, comments and input will be sought from the various internal departments and external agencies listed below:

a) Engineering Department;
b) Operations Department;
c) Fire Department;
d) Building Department;
e) School District; and
f) Canada Post.

The above list is intended to be indicative only and it may become necessary, as the application progresses, to liaise with agencies and/or departments not listed above.

This application has not been forwarded to the Engineering Department for comments at this time; therefore, an evaluation of servicing and site access requirements have not been undertaken. We anticipate that this evaluation will take place between first and second reading.

f) Development Applications:

In order for this application to proceed the following information must be provided, as required by *Development Procedures Bylaw No. 5879–1999* as amended:

1. A complete Rezoning Application (Schedule B);
2. A Development Variance Permit (Schedule E); and
3. A Subdivision Application.

The above list is intended to be indicative only, other applications may be necessary as the assessment of the proposal progresses.

CONCLUSION:

The development proposal is in compliance with the OCP, and it is recommended that Council grant first reading subject to additional information being provided and assessed prior to second reading. The proposed layout has not been reviewed in relation to the relevant bylaws and regulations governing subdivision applications. Any subdivision layout provided is strictly preliminary and must be approved by the Approving Officer.

"Original signed by Therese Melser"

Prepared by: **Therese Melser**
Planning Technician

"Original signed by Chuck Goddard"

Reviewed by: **Charles R. Goddard, BA, MA**
Director of Planning

"Original signed by Christine Carter"

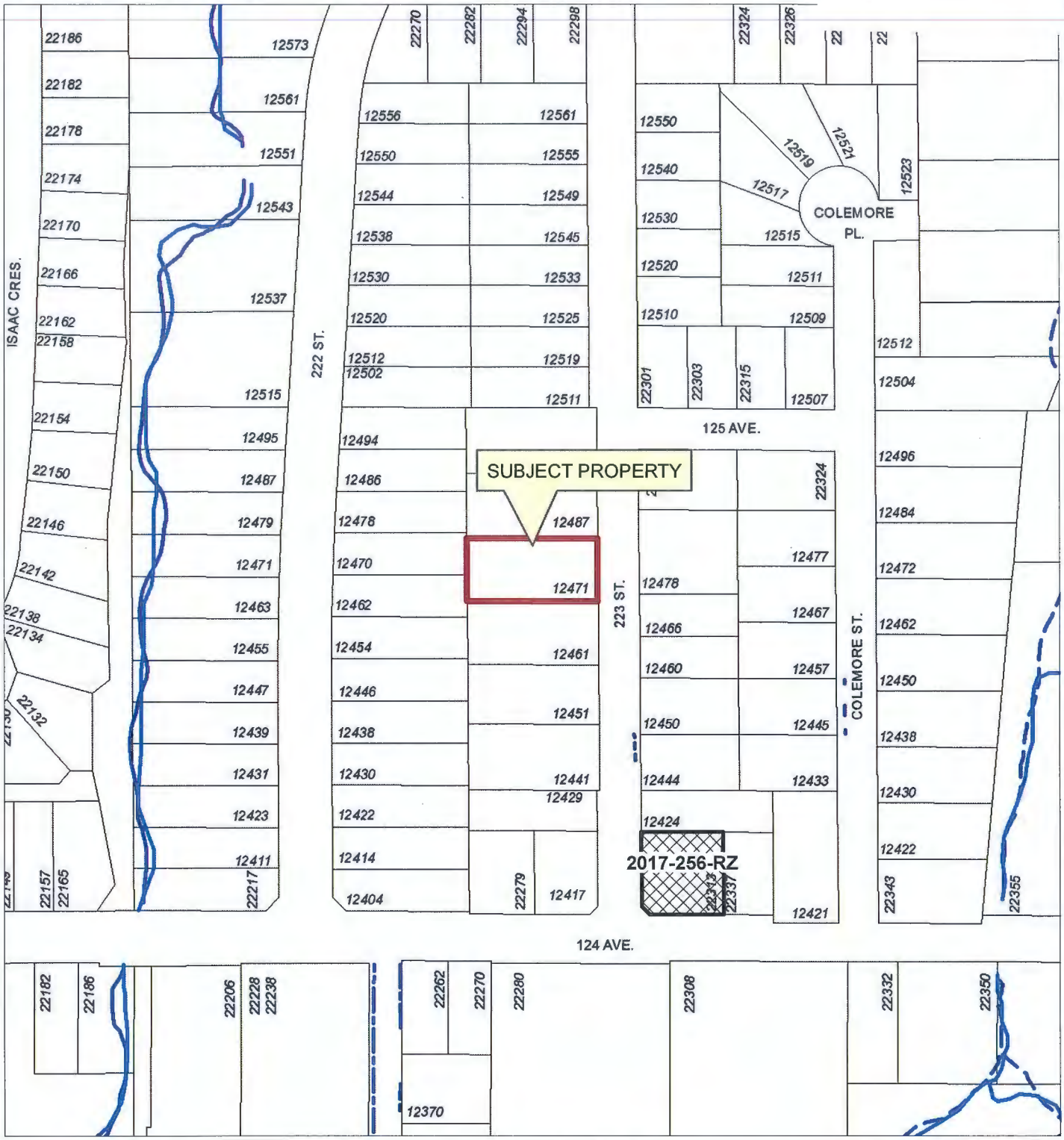
Approved by: **Christine Carter, M.PL, MCIP, RPP**
GM Planning & Development Services

"Original signed by Al Horsman"

Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7613-2020
Appendix D – Proposed Site Plan

APPENDIX A



N

Scale: 1:2,000

Legend

- Stream
- Ditch Centreline
- Indefinite Creek
- River Centreline
- Active Applications (RZ/SD/DP/VP)

12471 223 STREET
PID: 000-440-906

PLANNING DEPARTMENT

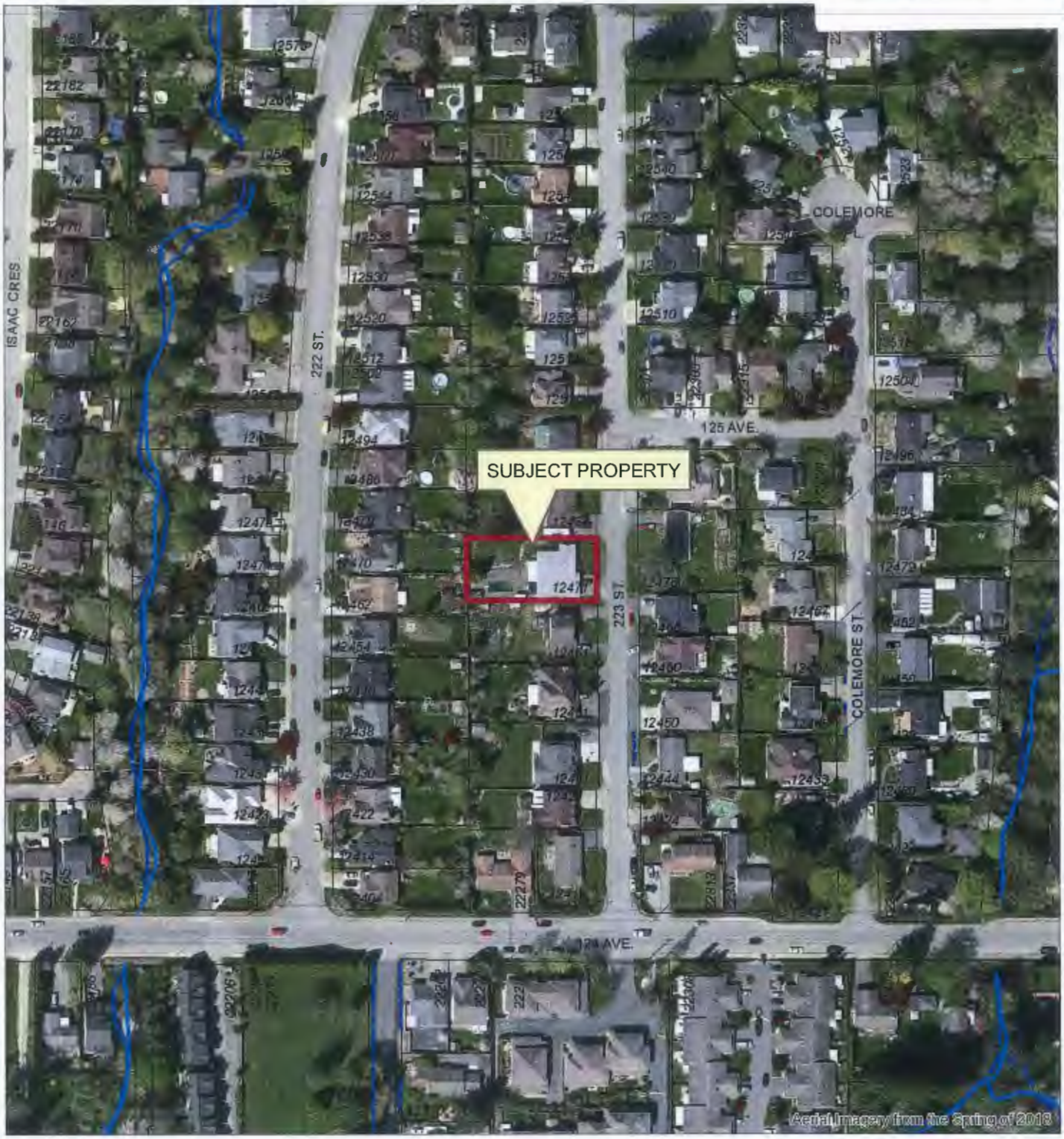
MAPLE RIDGE
British Columbia

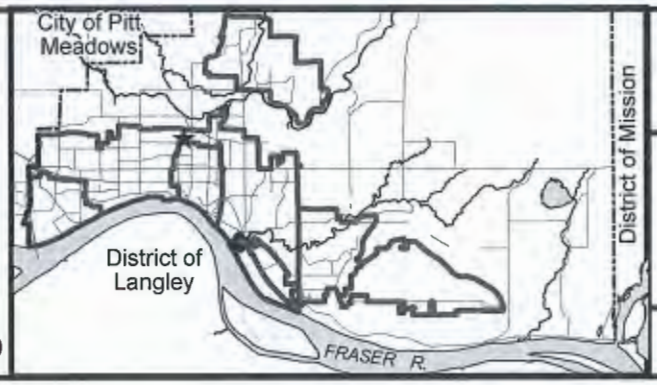
mapleridge.ca

FILE: 2019-409-RZ
DATE: Nov 28, 2019

BY: PC

APPENDIX B





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12471 223 STREET
PID: 000-440-906

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2019-409-RZ
DATE: Nov 28, 2019

BY: PC

CITY OF MAPLE RIDGE
BYLAW NO. 7613-2020

A Bylaw to amend Map "A" forming part of Zoning Bylaw No. 3510 - 1985 as amended

---

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge enacts as follows:

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7613-2020."

2. That parcel or tract of land and premises known and described as:

   Lot 39 District Lot 400 Group 1 New Westminster District Plan 30974

   and outlined in heavy black line on Map No. 1827 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to R-4 Single Detached (Infill) Urban Residential.

3. Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended and Map "A" attached thereto are hereby amended accordingly.

   READ a first time the day of , 20

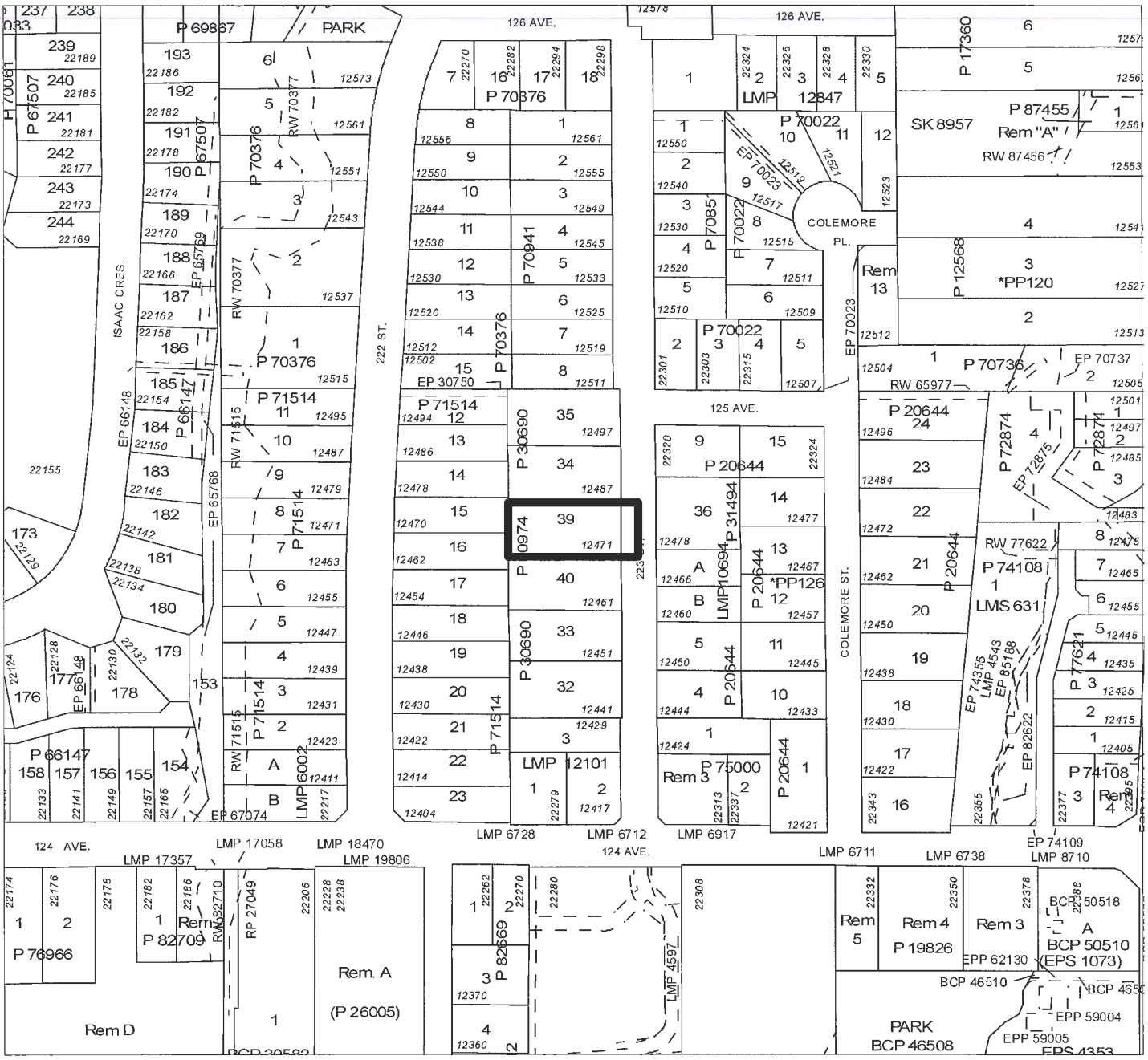
   READ a second time the day of , 20

   PUBLIC HEARING held the day of , 20

   READ a third time the day of , 20

   ADOPTED, the day of , 20

PRESIDING MEMBER **CORPORATE OFFICER**



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7613-2020

Map No. 1827

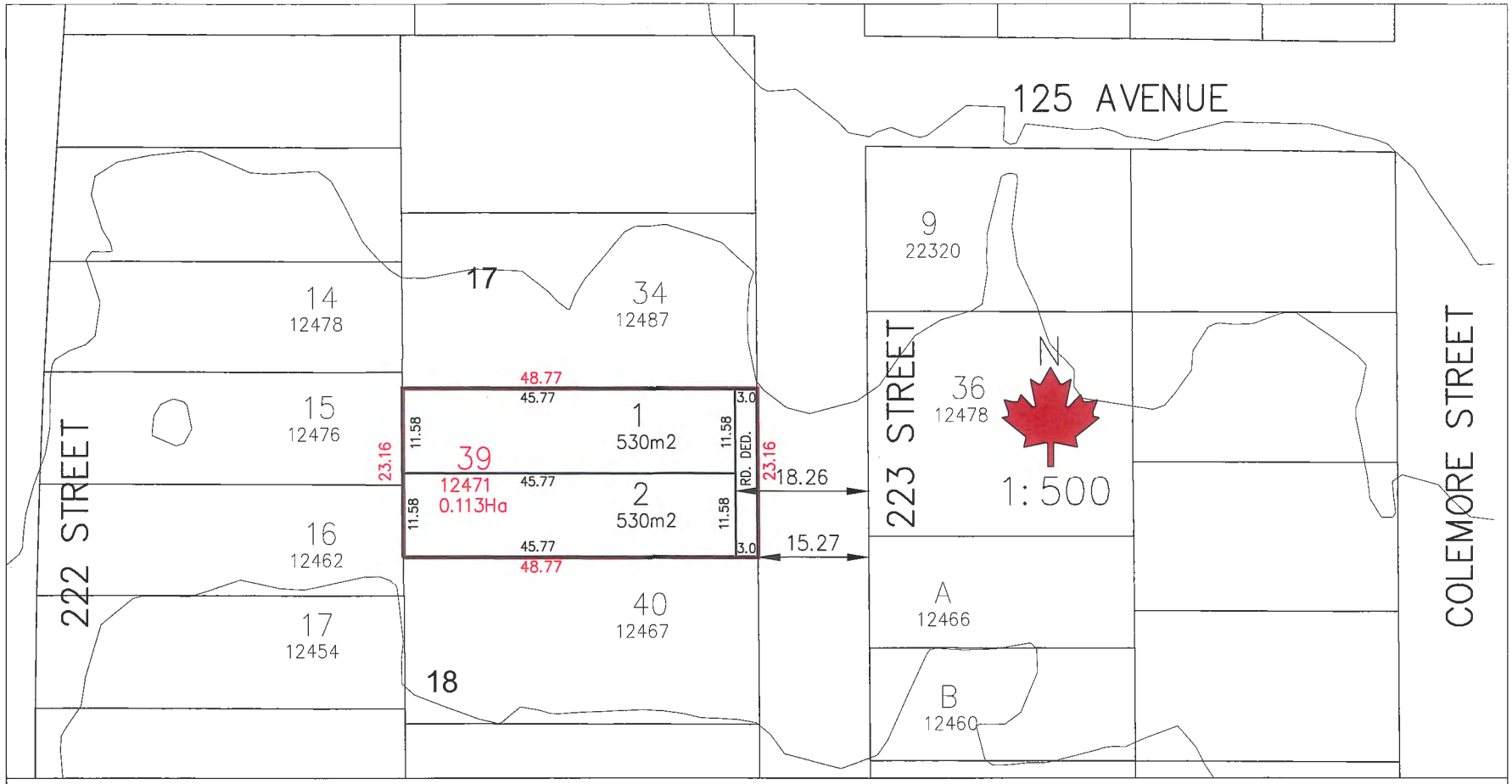
From: RS-1 (One Family Urban Residential)

To: R-4 (Single Detached (Infill) Urban Residential)

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500



12471 223 STREET LOT 39
SITE AREA 0.133Ha
ZONING RS-1

SUBDIVISION PLAN

12471 223 STREET LOT 39

APPENDIX D

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	February 18, 2020
		FILE NO:	2019-427-RZ
FROM:	Chief Administrative Officer	**MEETING:**	C o W

SUBJECT: **First Reading**
Zone Amending Bylaw No. 7609-2020
20638 Lougheed Highway

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 20638 Lougheed Highway, from RS-1 (One Family Urban Residential) to C-2 (Community Commercial), to permit construction of a two-storey commercial building with retail ground floor and office space above. To proceed further with this application, additional information is required as outlined below.

This application is not subject to the Community Amenity Contribution (CAC) Program, Policy 6.31, as no residential dwelling units are proposed at this time.

RECOMMENDATIONS:

1. **That Zone Amending Bylaw No. 7609-2019 be given first reading; and**

2. **That the applicant provide further information as described on Schedules C, D and E of the *Development Procedures Bylaw No. 5879–1999.***

DISCUSSION:

a) Background Context:

Applicant:		Site Lines Architecture
Legal Description:		Lot 803 District Lot 278 Group 1 New Westminster District Plan 25311
OCP:		
Existing:		Commercial
Proposed:		Commercial
Zoning:		
Existing:		RS-1 (One Family Urban Residential)
Proposed:		C-2 (Community Commercial)
Surrounding Uses:		
North:	Use:	Retail
	Zone:	C-2 (Community Commercial) and CS-1 (Service Commercial)
	Designation:	Commercial

South:	Use:	Multi-Family (Townhouse)
	Zone:	RM-4 (Multiple Family Residential District)
	Designation:	Medium Density Multi-Family and Low Density Multi-Family
East:	Use:	Retail
	Zone:	C-2 (Community Commercial)
	Designation:	Commercial
West:	Use:	Retail (Tire Shop)
	Zone:	CS-1 (Service Commercial)
	Designation:	Commercial

Existing Use of Property:	Vacant (Gravel Parking Lot)
Proposed Use of Property:	Commercial and Office
Site Area:	0.20 ha (0.50 acres)
Access:	Lougheed Highway
Servicing requirement:	Urban Standard

b) Site Characteristics:

The subject property, located at 20638 Lougheed Highway, is approximately 0.2 ha (0.5 acres) in area and is vacant; however, it is currently being used as overflow parking for the adjacent uses (see Appendices A and B).

c) Project Description:

The application proposes to rezone the subject property from RS-1 (One Family Urban Residential) to C-2 (Community Commercial) (see Appendix C) to permit the construction of a two-storey commercial building, with retail ground floor and office use above. The subject property is proposed to be consolidated with the adjacent property to the east, at 20690 Lougheed Highway, as it is under the same ownership for both properties. The owner's intention is to relocate the existing liquor store at 20690 (adjacent property) into the proposed new building at the subject property. The owner is also currently working with the Provincial Government to establish a cannabis retail store to be located in the existing liquor store location, at 20690 Lougheed Highway.

The proposed building will consist of approximately 560 m^2 (6,028 ft^2) of ground floor commercial space, to be used as the liquor store, and approximately 307 m^2 (3,305 ft^2) of office space above on the second floor. The design of the new building will match the existing design on the adjacent property, in terms of roof shape and finishes, in order to strengthen the cohesion of both buildings to one another.

The subject property will utilize the existing accesses currently provided by the adjacent property from Lougheed Highway and 207 Street. The subject property is also proposing a right turn out only, onto Lougheed Highway, which will only permit delivery truck service (see Appendices D - F). The Ministry of Transportation and Infrastructure (MOTI) has jurisdiction for access and parking requirements, in addition to the City; therefore, the applicant will need to coordinate with MOTI early in the development process to determine feasibility of the proposed egress onto Lougheed Highway.

At this time the current application has been assessed to determine its compliance with the Official Community Plan (OCP) and provide a land use assessment only. Detailed review and comments will need to be made once full application packages have been received. A more detailed analysis and further reports will be required prior to second reading. Such assessment may impact proposed lot boundaries and yields, OCP designations and Bylaw particulars, and may require application for further development permits.

d) Planning Analysis:

Official Community Plan:

The subject property is currently designated *General Commercial* in the OCP. It is noted that the subject property falls within the Lougheed Transit Corridor Study area. The Lougheed Transit Corridor Study was initiated in September 2018 to review the OCP designations along the Lougheed Highway and surrounding area west of the Town Centre. The timing of this review coincides with the new rapid bus service between downtown Maple Ridge and the Evergreen skytrain line in Coquitlam along the Lougheed Highway. The Lougheed Transit Corridor Study has also been undertaken in the context of the City's Commercial and Industrial Strategy recommendations to accommodate additional employment opportunities in West Maple Ridge by 2042, and to better utilize commercial land for long-term commercial demand.

The subject property is currently designated *Commercial* in the OCP, and the proposed rezoning to C-2 (Community Commercial) aligns with this current designation. However, through the draft Lougheed Transit Corridor Concept Plan, which was presented at the December 3, 2019, Council Workshop, the subject property has been identified for the proposed *Commercial Mixed-Use* land use. This proposed *Commercial Mixed-Use* designation would support an increase in density at the subject property, and suggests a minimum three-storey height requirement (current application proposes two storeys). Council had indicated, through discussion at the December 3, 2019, Council Workshop, that more density along the Lougheed Corridor would be appropriate, and directed staff to further explore this within the draft Concept Plan. It is anticipated that the draft Lougheed Transit Corridor Concept Plan will be brought back to Council Workshop in May 2020 for Council consideration of endorsement.

Zoning Bylaw:

The applicant is proposing to rezone the subject property from RS-1 (One Family Urban Residential) to C-2 (Community Commercial) to permit future construction of a two-storey commercial building with approximately 560 m^2 (6,028 ft^2) of ground floor commercial space and 307 m^2 (3,305 ft^2) of office space above.

Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Development Permits:

Pursuant to Section 8.5 of the OCP, a Commercial Development Permit application is required to address the current proposal's compatibility with adjacent development, and to enhance the unique character of the community.

Advisory Design Panel:

A Commercial Development Permit is required and must be reviewed by the Advisory Design Panel prior to second reading.

Development Information Meeting:

A Development Information Meeting is required for this application. Prior to second reading the applicant is required to host a Development Information Meeting in accordance with Council Policy 6.20.

e) Interdepartmental Implications:

In order to advance the current application, after first reading, comments and input, will be sought from the various internal departments and external agencies listed below:

a) Engineering Department;
b) Operations Department;
c) Fire Department;
d) Building Department;
e) Utility companies;
f) Ministry of Transportation and Infrastructure; and
g) Canada Post.

The above list is intended to be indicative only and it may become necessary, as the application progresses, to liaise with agencies and/or departments not listed above. This application has not been forwarded to the Engineering Department for comments at this time; therefore, an evaluation of servicing and site access requirements have not been undertaken. We anticipate that this evaluation will take place between first and second reading.

f) Development Applications:

In order for this application to proceed the following information must be provided, as required by *Development Procedures Bylaw No. 5879–1999* as amended:

1. A complete Rezoning Application (Schedule C);
2. A Commercial Area Development Permit Application (Schedule D); and
3. A Development Variance Permit Application (Schedule E).

The above list is intended to be indicative only, other applications may be necessary as the assessment of the proposal progresses.

CONCLUSION:

The development proposal is in compliance with the current *Commercial* OCP designation; however, as part of the Lougheed Transit Corridor Study, the land use designation is intended to change to *Mixed-Use Commercial*. It is anticipated that the draft Lougheed Transit Corridor Concept Plan will be brought back to Council Workshop in May 2020 for consideration of endorsement. It is, therefore, recommended that Council grant first reading subject to additional information being provided and assessed prior to second reading.

"Original signed by Adam Rieu"

Prepared by: **Adam Rieu**
Senior Planning Technician

"Original signed by Chuck Goddard"

Reviewed by: **Charles R. Goddard, BA, MA**
Director of Planning

"Original signed by Christine Carter"

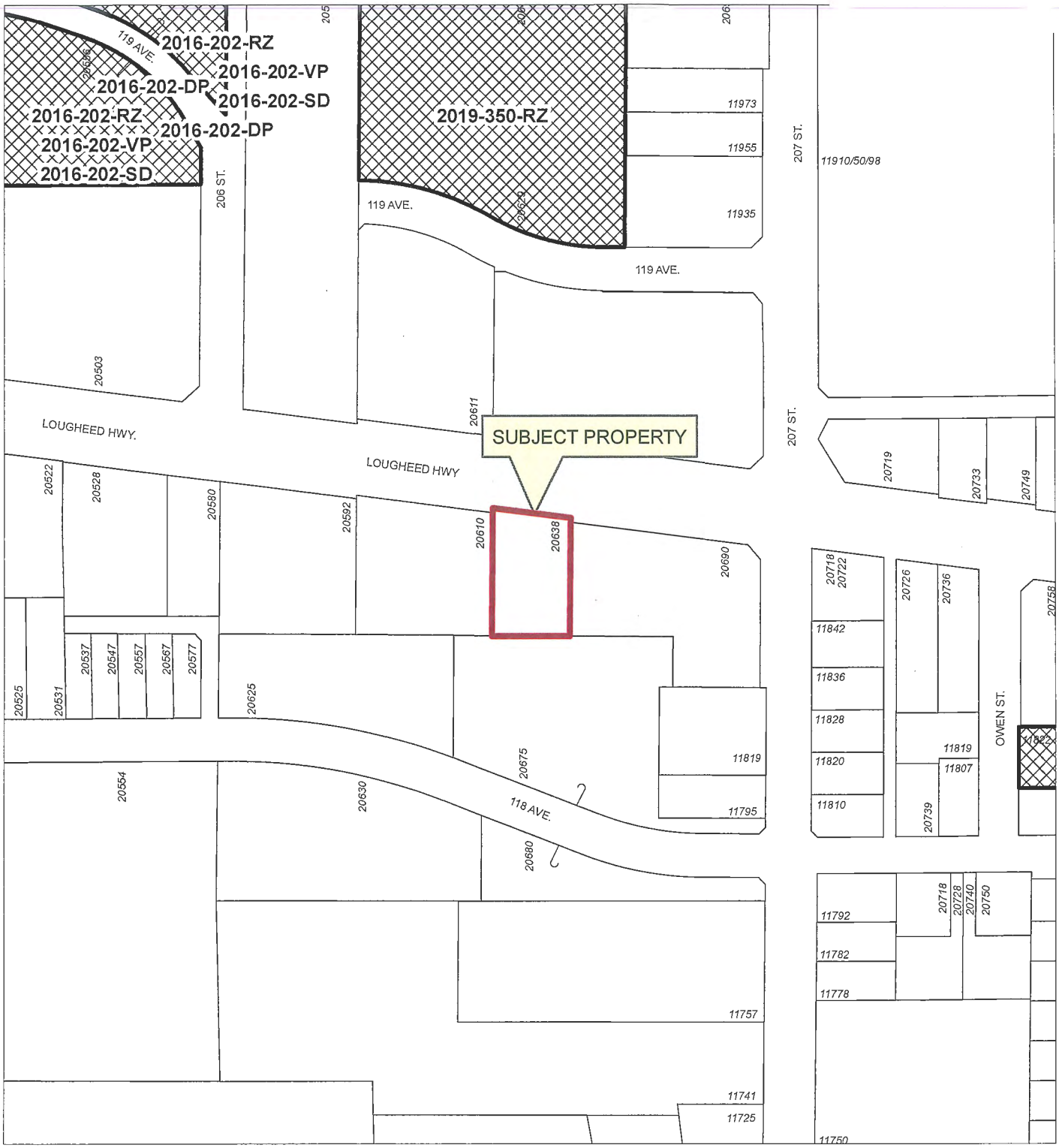
Approved by: **Christine Carter, M.PL, MCIP, RPP**
GM Planning & Development Services

"Original signed by Al Horsman"

Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7609-2020
Appendix D – Proposed Site Plan
Appendix E – Elevations
Appendix F – Renderings

APPENDIX A



N

Scale: 1:2,500

Legend

Active Applications (RZ/SD/DP/VP)

20638 LOUGHEED HWY
PID: 004-537-726

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

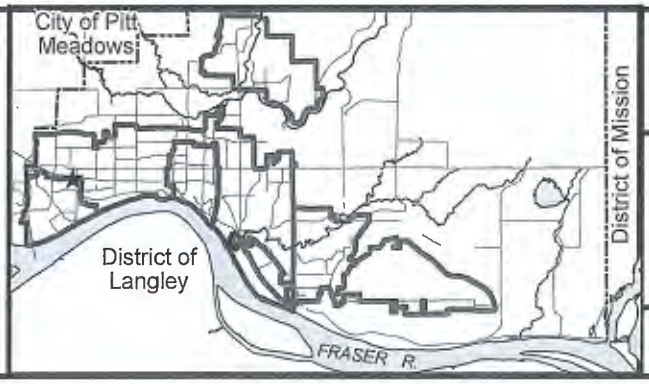
mapleridge.ca

FILE: 2019-427-RZ
DATE: Dec 23, 2019

BY: PC

APPENDIX B

Scale: 1:2,500



20638 LOUGHEED HWY
PID: 004-537-726

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2019-427-RZ
DATE: Dec 23, 2019
BY: PC

CITY OF MAPLE RIDGE
BYLAW NO. 7609-2020

A Bylaw to amend Map "A" forming part of Zoning Bylaw No. 3510 - 1985 as amended

---

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge enacts as follows:

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7609-2020."

2. That parcel or tract of land and premises known and described as:

   Lot 803 District Lot 278 Group 1 New Westminster District Plan 25311

   and outlined in heavy black line on Map No. 1824 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to C-2 (Community Commercial).

3. Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended and Map "A" attached thereto are hereby amended accordingly.

READ a first time the day of , 20

READ a second time the day of , 20

PUBLIC HEARING held the day of , 20

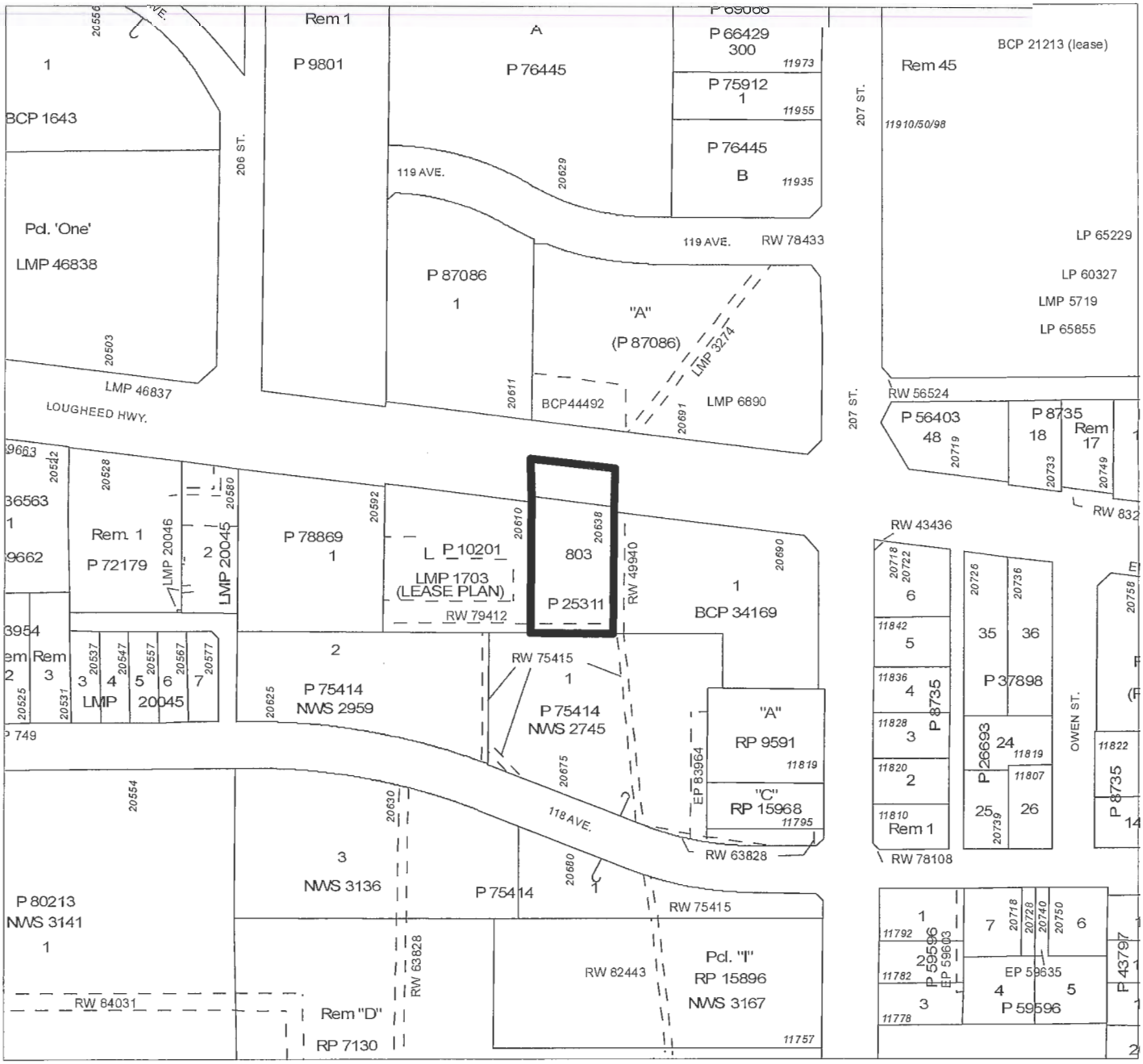
READ a third time the day of , 20

APPROVED by the Ministry of Transportation and Infrastructure this day of , 20

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7609-2020

Map No. 1824

From: RS-1 (One Family Urban Residential)

To: C-2 (Community Commercial)

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500

PROJECT SUMMARY

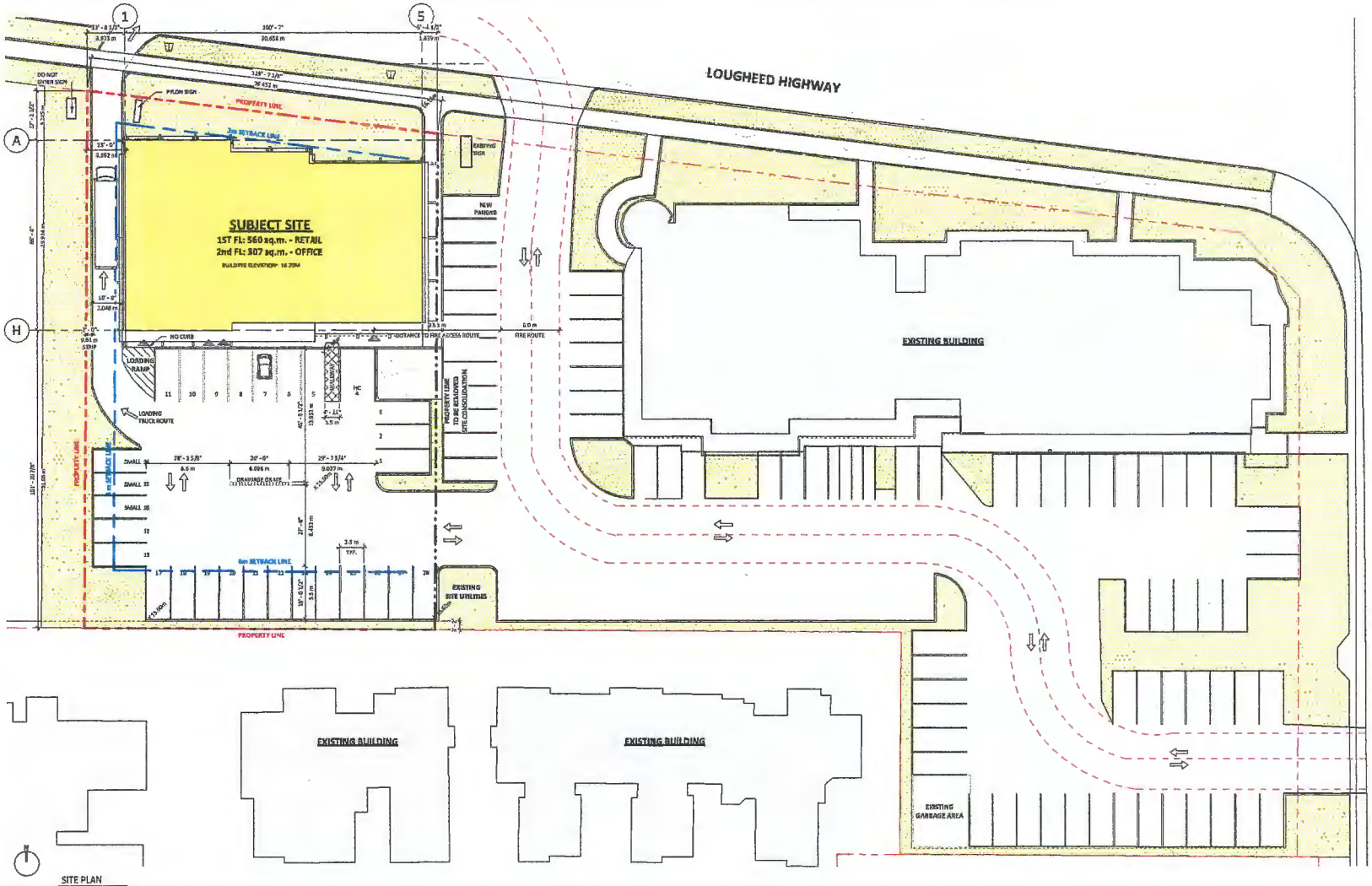
CIVIC ADDRESS:	20638 LOUGHEED HWY, MAPLE RIDGE	
LEGAL ADDRESS:	LOT 803, DL 278, GROUP 1 NWD PLAN 25311	
ZONING (PROPOSED):	C-2 COMMUNITY COMMERCIAL	
ZONING (EXISTING):	RS-1 ONE FAMILY URBAN RESIDENTIAL	
SITE AREA:	21,070.00 ft²	1,957.47 m²
GROSS BUILDING AREA:	ft²	m²
1ST FLOOR (RETAIL):	6,023 ft²	559.52 m²
2ND FLOOR (OFFICE):	3,300 ft²	306.57 m²
TOTAL:	9,323 ft²	866.09 m²

SITE COVERAGE:	28.59%
DENSITY (FAR):	0.442

PARKING REQUIREMENT:	PROVIDED:	REQUIRED:
REGULAR STALL:	24 STALLS	19 STALLS (RETAIL) 8 STALLS (OFFICE)
SMALL CAR STALL:	3 STALLS	0 STALLS
ACCESSIBLE:	1 STALLS	1 STALLS
TOTAL:	28 STALLS	28 STALLS
RATIO:	3.08/ 1000 ft²	

	PROPOSED:	REQUIRED:
BUILDING HEIGHT:	9.95 m (32'-7 3/8") (variance)	7.5 m

SETBACKS:	PROPOSED:	REQUIRED:
FRONT:	3 m	3 m
REAR:	31.06 m	6 m
SIDE (EAST):	1.9 m (variance)	3 m
SIDE (WEST):	3 m	3 m



SITE PLAN
1 : 200

APPENDIX D

site lines ARCHITECTURE

604-691-7173 www.sitelines.ca

Suite 200 - 23160 88 Avenue Fort Langley, BC, V1M 2R6

REVISIONS

	DATE	DESCRIPTION
1	2019.06.21	ISSUE FOR REZONING - review
2	2019.07.08	PRE-DP
3	2019.07.23	PRE-DP
4	2019.11.14	CLIENT REVIEW
5	2019.12.19	Issue for DP

MANDALAY MAPLE RIDGE COMMERCIAL DEVELOPMENT

20638 LOUGHEED HWY
MAPLE RIDGE, BC

title
SITE PLAN

scale As indicated
date 2019 DEC
drawn SL checked GK

job no. 1905
sheet no. A1.00

seal

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Drawings are to be read in conjunction with each other. Any discrepancies found on any drawings are to be reported to the architect before commencing work. Contractors are responsible to ensure that all work is executed to the requirements of the latest edition of the B.C. Building Code

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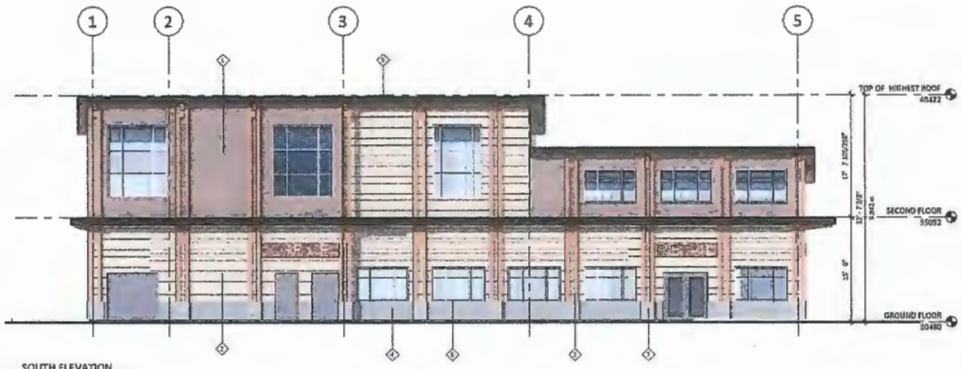
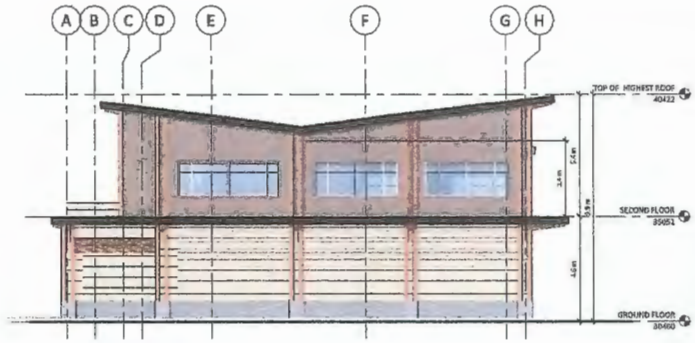


SOUTH ELEVATION
1 : 100

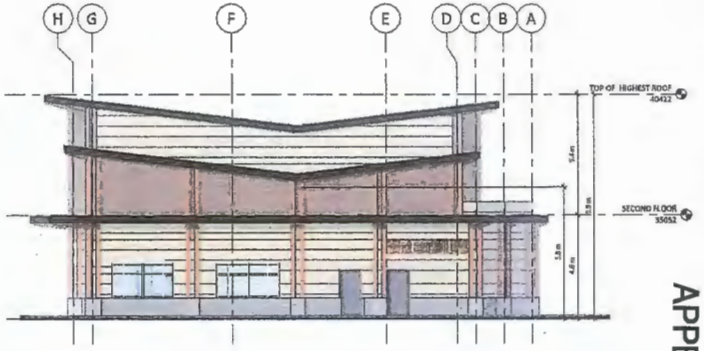


WEST ELEVATION
1 : 100

MATERIAL LEGEND

MARK	DESCRIPTION
1	HARDIE SHINGLE - FINISHED CEDAR COLOR
2	HARDIE HORIZONTAL SIDING: PRE FINISHED "SANDSTONE BEIGE"
3	SOLID TIMBER - CEDAR COLOR STAIN
4	CONCRETE BASE - CLEAR STAINED
5	FASCIA TRIM - "COPPER BROWN"
6	METAL WINDOW - CLEAR ANODIZED
7	STONE COLUMN BASE - CULTURED STONE TO MATCH EXACTLY BUILDING

NORTH ELEVATION
1 : 100



EAST ELEVATION
1 : 100

APPENDIX E

site lines
ARCHITECTURE

604681-7173
www.sitelines.ca

Suite 200 - 20160 08 Avenue
Fort Langley, BC. V1M 2R6

REVISIONS

	DATE	DESCRIPTION
1	2019.03.21	ISSUE FOR REZONING - HWY
2	2019.07.08	PRE-DP
3	2019.07.23	PRE-DP
4	2019.11.14	CLIENT REVIEW
5	2019.12.19	Issue for DP

MANDALAY MAPLE RIDGE COMMERCIAL DEVELOPMENT

20638 LOUGHEED HWY
MAPLE RIDGE, BC

title
BUILDING ELEVATIONS

scale As indicated
date 2019 DEC
drawn EB checked GK

job no. 1905
sheet no. A3.00

seal

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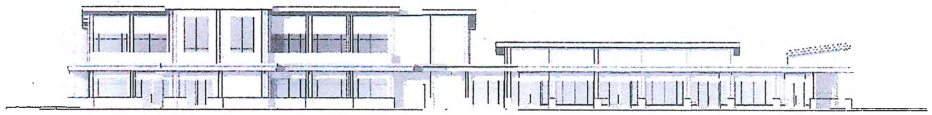
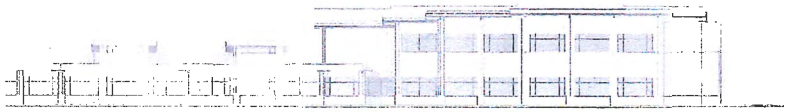


SOUTH URBAN ELEVATION
1 : 200



NORTH URBAN ELEVATION
1 : 200

site lines
ARCHITECTURE

604-281-7173
www.sitelines.ca

Suite 200 - 22160 88 Avenue
Fort Langley, BC. V1M 2R4

REVISIONS

	DATE	DESCRIPTION
2	2019.07.09	PRE-DP
3	2019.07.23	PRE-DP
4	2019.11.14	CLIENT REVIEW
6	2019.12.19	Issue for DP

MANDALAY MAPLE RIDGE COMMERCIAL DEVELOPMENT

20638 LOUGHEED HWY
MAPLE RIDGE, BC

title
URBAN ELEVATIONS

scale 1 : 200
date 2019 DEC
drawn SL checked GK

job no. 1905
sheet no. A3.10

seal

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STREET PERSPECTIVE

PARKING LOT PERSPECTIVE

PARKING LOT PERSPECTIVE 2

PARKING ENTRY PERSPECITVE

APPENDIX F

site lines ARCHITECTURE

604-881-7173 www.sitelines.ca

Suite 200 - 23160 88 Avenue Fort Langley, BC, V1M 2R6

REVISIONS

	DATE	DESCRIPTION
2	2019.07.09	PRE-DP
3	2019.07.23	PRE-DP
4	2019.11.14	CLIENT REVIEW
5	2019.12.10	Issue for DP

MANDALAY MAPLE RIDGE COMMERCIAL DEVELOPMENT

20638 LOUGHEED HWY
MAPLE RIDGE, BC

title
PERSPECTIVES

scale
AS NOTED

date 2019 DEC

drawn EB checked GK

job no. 1905

sheet no. A3.20

seal

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Drawings are to be read in conjunction with each other, any discrepancies found on any drawings are to be reported to the architect before commencing work.

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MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	February 18, 2020
		FILE NO:	2020-008-RZ
FROM:	Chief Administrative Officer	**MEETING:**	C o W

SUBJECT: **First Reading**
Zone Amending Bylaw No. 7615-2020;
22222 Lougheed Highway

EXECUTIVE SUMMARY:

On October 22, 2019, Council deferred a report from Bylaw & Licensing Services about a proposed Cannabis Retail Use (Green Star Cannabis) at 22222 Lougheed Highway (Haney Motor Hotel) (Appendix A and B). That report recommended that the non-medical cannabis retail store at the above address not be supported because the site is not in compliance with the 1,000 metre separation distance requirement in Zoning Bylaw General Regulations Section 401 (3) (h).

This provision of the Zoning Bylaw prohibits cannabis retail stores where the distance is less than 1,000 metres apart from another such store measured lot to lot. The Spiritleaf cannabis retail store is located at the Valley Fair Mall. The distance between the lot containing the existing Spiritleaf cannabis retail stores and the lot for the proposed Green Star cannabis retail store is 860.4 metres (Appendix D).

Council directed the applicant of Green Star Cannabis to apply for a site specific text amendment to the Zoning Bylaw, to reduce the distance from 1,000 metres before making a decision on the licencing matter described in the Bylaw & Licencing Section report dated October 22, 2019. That reduced distance when rounded is 860 metres.

RECOMMENDATION:

That Zone Amending Bylaw No. 7615-2020 be given first and second reading; and forwarded to Public Hearing.

DISCUSSION:

On October 22, 2019, Council considered a report from Bylaw & Licensing Services about an application to establish a Cannabis Retail Use by 1171712 BC Ltd. (Green Star Cannabis) at 22222 Lougheed Highway (Haney Motor Hotel) as shown in Appendix A & B. Council deferred a decision on this report pending an application to reduce the separation distance requirement in the General Regulation Section 401 (3) (h) of the Zoning Bylaw to be in compliance on then proposed lot.

The owners of the Haney Motor Hotel have formally applied for the separation requirement to be changed. Currently, there are two separation distance criteria, as follows:

- a minimum separation between Cannabis Retail Uses (1,000 metre separation); and
- a minimum separation distance between a Cannabis Retail Uses and an elementary or secondary school (200 metre separation).

The distance between the lots containing the existing Spiritleaf cannabis retail store and the proposed Green Star cannabis retail store is 860.4 metres (Appendix D). Therefore, an application has been received for a site specific text amendment to the Zoning Bylaw to reduce the separation distance from 1,000 metres to the rounded distance of 860 metres. Zoning Bylaw Amendment Bylaw (Appendix C) reflects this site specific text amendment.

The school separation distance is not proposed to change. The separation distance between lots with elementary or secondary schools to lots with a cannabis retail store remains the same (200 metre separation).

Following a review with other Departments, it was determined that this application does not trigger any terms and conditions to be addressed prior to final reading. Therefore, the site specific text amendment to the Zoning Bylaw may be given first and second reading by Council and then be advance to Public Hearing.

Following adoption of this site specific text amendment to the Zoning Bylaw, Bylaw & Licensing Services can report back on the licencing application for Green Star cannabis retail store at the Haney Motor Hotel.

CONCLUSION:

This Zoning Bylaw amending application is a site specific text amendment. It will reduce the separation distance from 1,000 meters to 860 metres specifically for the proposed Green Star cannabis retail store at the Haney Motor Hotel. With this change, the store will comply with the separation requirement, being separated by a distance of 860.4 metres from Spiritleaf, the next closest cannabis retail store located at Valley Fair Mall.

It is recommended that Council grant first and second reading to Zone Amending Bylaw No. 7615-2020 and advance this application to Public Hearing.

"Original signed by Adrian Kopystynski"
Prepared by: **Adrian Kopystynski, M.Sc., MCIP, RPP, MCAHP**
Planner

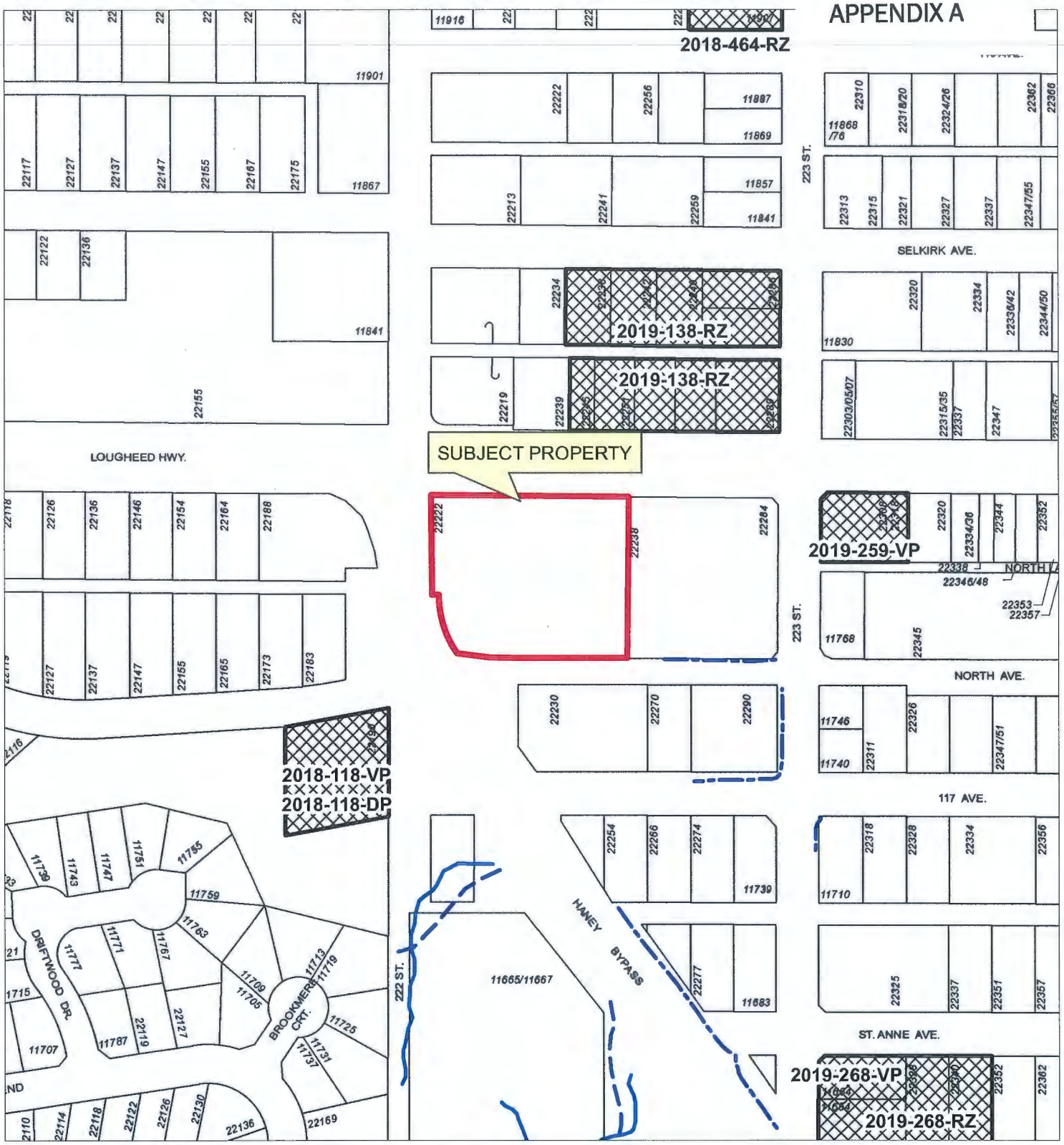
"Original signed by Chuck Goddard"
Reviewed by: **Charles R. Goddard, BA, MA**
Director of Planning

"Original signed by Christine Carter"
Approved by: **Christine Carter, M.PL, MCIP, RPP**
GM Planning & Development Services

"Original signed by Al Horsman"
Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7615-2020
Appendix D – Distance measurement map

APPENDIX A



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Scale: 1:2,500

Legend

- Stream
- Ditch Centreline
- Indefinite Creek

22222 LOUGHEED HWY
PID: 001-342-550

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

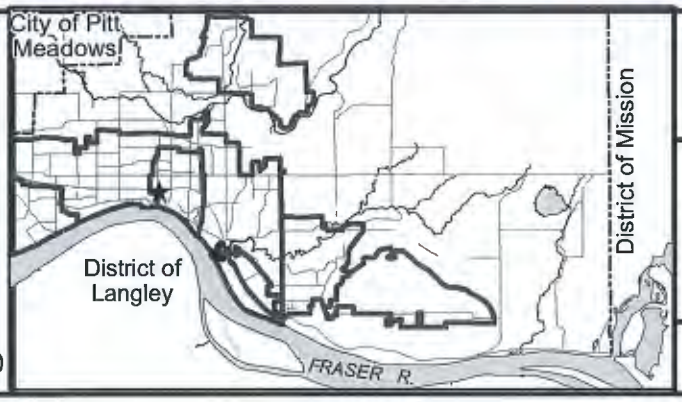
FILE: 2020-008-RZ
DATE: Jan 17, 2020

BY: AC

APPENDIX B

N

Scale: 1:2,500



22222 LOUGHEED HWY
PID: 001-342-550

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2020-008-RZ
DATE: Jan 17, 2020

BY: AC

APPENDIX C

CITY OF MAPLE RIDGE
BYLAW NO. 7615-2020

A Bylaw to amend the text of Maple Ridge Zoning Bylaw No. 3510-1985 as amended

---

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge enacts as follows:

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7615-2020."

2. That Part 4 Section 401 (3) (h) ii be amended by adding the following:

   , except for the property legally described as *Lot "A" Except: Part within Heavy Black Outline on Highway Statutory Right of Way Plan 63822; District Lot 398 Group 1 New Westminster District Plan 9388*, that is 860 metres from a cannabis retail use.

3. Maple Ridge Zoning Bylaw No. 3510-1985 as amended is hereby amended accordingly.

READ a first time the day of , 20

READ a second time the day of , 20

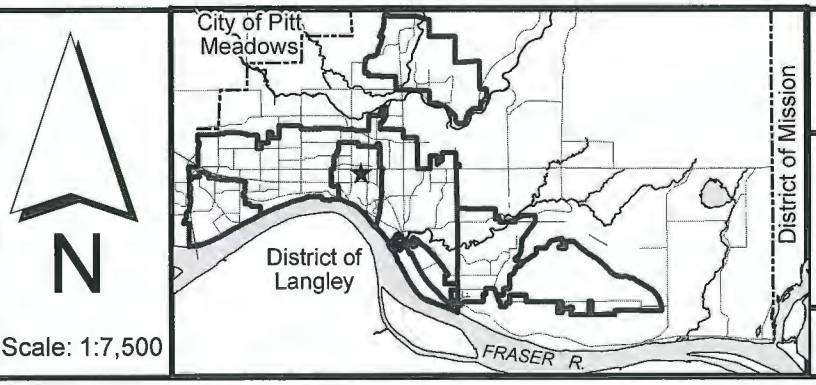
PUBLIC HEARING held the day of , 20

READ a third time the day of , 20

ADOPTED, the day of , 20

PRESIDING MEMBER **CORPORATE OFFICER**

APPENDIX D



Scale: 1:7,500

Distance from Spirit Leaf Lot Line

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

DATE: Feb 10, 2020

BY: DT

MAPLE RIDGE
British Columbia
mapleridge.ca

CITY OF MAPLE RIDGE

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	February 18, 2020
		FILE NO	01-0640-30-2020
FROM:	Chief Administrative Officer	**MEETING:**	CoW

SUBJECT: **Festival Grant Program Recommendations – Intake One 2020**

EXECUTIVE SUMMARY:

The City's Festival Grant Program, established in 1999, provides financial and in-kind support for eligible festivals that benefit our residents and attract visitors to Maple Ridge. These festivals encourage community spirit, celebration of place, citizen engagement and volunteerism while providing opportunities for social, economic and cultural development. Grant funding supports festivals of different sizes, from small grassroots events to medium and large scale events that attract thousands of participants. The funding provided typically supports public safety, such as road closures and safety related equipment rentals. Eligible organizations may apply for funding through two annual funding intake processes.

The Festival Grant Program's approved annual budget is $94,400. Recommendations for funding and/or in-kind support allocations in 2020's first intake, totaling $78,620, are based on the program's criteria and outlined in the Festivals Grant Program Summary Chart–Intake One 2020 (Attachment A).

RECOMMENDATION:

That the recommended Festival Grant Program – Intake One 2020 allocations, totaling $78,620, for events taking place between May 1 and October 31, 2020 be approved.

DISCUSSION:

a) **Background Context:**
The Festival Grant Program supports both recurring and new festivals that demonstrate positive community impact and sustainability. On January 21, 2020, the Festival Grant Committee, comprised of representatives from Parks, Recreation & Culture (PRC), Economic Development and Finance, reviewed and evaluated applications with reference to the programs criteria outlined in the Festival Support Policy ("the Policy"). This included financial documentation to demonstrate their need and justification for financial support.

The Committee also considered each application's alignment with Tourism, Economic Development and PRC's planning goals. Applicants who receive funding meet the criteria set within Policy 4.22: Festival Support including non-profits and/or charitable organizations who host community events or have a regional mandate that includes the delivery of services and programs in Maple Ridge. The City also produces civic signature festivals with partners through the Grant Program.

The Committee recommends a total of $78,620 be allocated for festivals taking place between May 1 and October 31, 2020 as follows:

- $18,500 for 9 community festivals organized by independent organizations that include small, medium and large size festivals. Some highlights include:
  - An increase of $500 each to Multiculturalism Day (Family Education Services Society) and Pride in the Park (PLEA Community Services) that are growing in popularity and supports inclusion and multiculturalism identified in the Culture Plan (2018).
  - An increase of $1,000 for Remembrance Day (Legion 88) to support additional public safety and full road closure on 224 Street and Dewdney Trunk Road during the ceremony. The Engineering Department supports this approach for additional professional Traffic Control Persons for this very well attended national event.
  - Others maintained funding at the same level to assist with keeping festivals free or low cost to residents and visitors and meeting some of the rising production and public safety expenses.
- $52,620 towards 4 signature civic events and partnerships: Canada Day, Celebrate the Night & Fireworks, Remembrance Day and National Indigenous Peoples Day. Additional grants and sponsors are also secured for these events by the organising committees. The growth of these special events will contribute towards furthering Maple Ridge's position as a year-round destination that is rich with cultural experiences and diverse activities for families and people of all ages, while building positive community spirit and increased community engagement.
- $7,500 towards the events organized by the Agricultural Association and Haney Farmers Market Society as per the current operating agreements, specifically $6,000 to the Agricultural Association for the Annual Country Fest Fair and $1,500 to the Haney Farmers Market Society.

Based on previous year's grant requests and practices, the Committee recommends a balance of $15,780 be held back for the program's second intake for festivals between November 1, 2020 and April 30, 2021 and to support grassroots and/or new festivals. Staff will continue to review applications for any grassroots or new festivals throughout the year and allocate funding on an ongoing basis of up to $500 per event per the Festival Support Policy.

Festivals continue to grow and develop in popularity and complexity while costs for insurance, traffic management, safety requirements and public health continue to increase. Groups are creative and innovative in their efforts to continue implementing quality festivals and events and may need additional support in the future to address increasing safety requirements. On average, the grant amounts provided to event organizers contribute to a small portion of overall festival production costs as organizers are required to provide confirmation of a sustainable

funding model. The City's financial and in-kind support assists organizers to leverage sponsorships and funding from other levels of government.

b) **Desired Outcome:**
The desired outcome is that the Festival Grant Program continues to contribute towards a healthy, engaged, creative and inclusive community and raises community spirit and the profile of Maple Ridge.

c) **Strategic Alignment:**
Supporting and enhancing the quality, scope and diversity of festivals through the Festival Grant Program contributes to Council's Strategic Priorities; Community Spirit and Pride and Community Safety. In addition, festivals contribute towards showcasing Maple Ridge as a destination and community with rich arts and culture opportunities, which fits within the Parks, Recreation and Culture Master Plan (2010), Culture Plan (2018), Tourism Strategy (2018) and other key planning documents.

d) **Citizen/Customer Implications:**
The Festival Grant Program assists community groups and partners to implement positive arts and cultural festivals and special events. This will encourage strong citizen engagement and the development of a safe and vibrant community for all ages and abilities. In 2019, there were over 80 events with a total attendance of over 180,500 and volunteer contributions in excess of 25,000 hours.

e) **Business Plan/Financial Implications:**
The recommended level of festival grant funding falls within the approved Parks, Recreation & Culture operating budget.

CONCLUSION:

Maple Ridge's Festival Grant Program helps to nurture free or low cost outdoor festivals that make our community vibrant, engaged, prosperous and inclusive and celebrates community spirit and pride.

Prepared by: **Yvonne Chui**
Manager of Arts & Community Connections

Reviewed by: **Danielle Pope**
Director of Recreation & Community Engagement

Approved by: **David Boag**
General Manager Parks, Recreation & Culture

Concurrence: **Al Horsman**
Chief Administrative Officer

Attachments:

(A) Festival Grant Program Summary Chart – Intake One 2020
(B) Festival Support Policy

Festivals Grant Program Summary Chart - Intake One 2020

Festival Name/Organization	2020 Req.	2020 Recom.	Variance between 2019 App. & 2020 Recom.	2019 Approved
1st INTAKE FUNDING				
Large Festivals				
Caribbean Festival / Caribbean Festival Society	$9,000	$7,000	$0	$7,000
Mid-Sized Festivals				
Bard on the Bandstand / Emerald Pig Theatrical Society	$4,000	$2,500	$0	$2,500
Children's Festival / Family Fest	$3,000	$2,000	$0	$2,000
GETI Fest	$1,600	$1,500	$0	$1,500
Rivers Day / Alouette River Management Society	$1,500	$1,500	$0	$1,500
Small Festivals				
Adstock / Adstock Maple Ridge Society	$1,200	$1,000	$0	$1,000
Multiculturalism Day / Family Education & Support Center	$5,000	$1,000	$500	$500
Pride in the Park / PLEA Community Services	$3,000	$1,000	$500	$500
Art Yeah! & Thursday Night Music in the Park / Variete D'Arts Society	$3,000	$1,000	$0	$1,000
Subtotal (Festival Applications)	**$31,300**	**$18,500**		**$17,500**
Festivals Under Agreement Term Contract				
Country Fest - MRPM Agricultural Association	$6,000	$6,000	$0	$6,000
Haney Farmers Market - HFM Society	$1,500	$1,500	$0	$1,500
Subtotal (Agreements Term Contracts)	**$7,500**	**$7,500**		**$7,500**
Civic Events and Partnerships				
Canada Day	$35,000	$23,620	-$500	$24,120
Remembrance Day / Legion 88	$5,000	$4,000	$1,000	$3,000
Celebrate the Night	$25,000	$22,000	-$500	$22,500
National Indigenous Peoples Day / Fraser River Indigenous Society	$4,000	$3,000	$0	$3,000
Subtotal (Civic Events and Partnerships)	**$69,000**	**$52,620**		**$52,620**
GRAND TOTAL 1st Intake Recommendation		**$78,620**		**$77,620**
PROPOSED GRANT ALLOCATIONS				
Total Recommended for 1st intake 2020		**$78,620**		**$77,620**
Total Recommended for 2nd intake 2020		**$15,780**		**$15,200**
BUDGET		**$94,400**		**$92,820**

NOTE: 2020 PRC approved budget for festivals grant is $94,400.

Three categories of festivals: small/grassroots, medium and large which are determined by attendance numbers but also complexity and impact on the neighbourhood.

* Small = low risk/no risk level and under 250 people.
* Medium and large festivals typically attract several thousands of people and require road closures, other safety related support, large pieces of equipment, food trucks and/or alcohol activities.

MAPLE RIDGE
British Columbia

POLICY MANUAL

Title: Festival Support	**Policy No:** 4.22 **Supersedes:** New
Authority: ☐ Legislative ☒ Operational **Approval:** ☒ Council ☐ CMT ☐ General Manager	**Effective Date:** June 13, 2017 **Review Date:** June 2018

Policy Statement

The City of Maple Ridge will support the growth and development of festivals and special events that build community, foster good community relations, support culture, develop the local economy and tourism, and enrich the quality of life of all residents and visitors. We build community capacity and vibrancy through community involvement.

This policy provides guidelines for the equitable resource allocation of financial and in-kind support to qualified festivals, events and groups in alignment with relevant policies, priorities and by-laws of the City of Maple Ridge.

Purpose

Maple Ridge has a proud tradition of supporting and hosting a range of Festivals and special events, with established ones that have matured and evolved and new ones being added, reflecting the growth of the city and the demand for celebrations of civic pride and community engagement. Festivals and events enhance citizens' quality of life and are an essential element in creating complete communities. The experiences and benefits derived from festivals and events have significant value for citizens and visitors and are a vital ingredient in the municipality's on-going development as an active and vibrant City.

Applications for festivals support will be based on the following:

- Encourages community identity and spirit and aligns with the City's brand
- Provides opportunities for economic development and alignment with City strategies
- Builds community involvement
- Demonstrates a sense of responsibility to the community

Events will encourage community involvement that builds the capacity of local residents and the power of local associations and institutions which contributes to a vibrant and sustainable community. Through this policy, the City is committed to supporting:

- A vibrant, inclusive and diverse range of festivals and special events

- Opportunities to celebrate history, living heritage and diverse cultural character
- Growth of volunteerism, tourism and business

This policy provides a foundation for the development, management and resource allocation of grants and services that support festival and event development by:

- Providing a base level of support, per definition below.
- Articulating a clear definition of festivals and special events eligible for support from the City.
- Providing guidelines and criteria for financial and in-kind support requests from qualified festival groups. All requests will be considered within the context of available resources, alignment with municipal strategies and benefits to the community.
- Creating an effective, efficient and adaptable management process by ensuring a streamlined approval process.
- Ensuring festivals and events are safe, accessible, and sustainable.
- Reviewing applications and making recommendations for funding allocation.

Definitions

Festival: A free or low-cost volunteer-driven celebration, entertainment or activity (new, one-time, annual or infrequently occurring) held in a City owned and/or operated facility that is accessible, promotes local community spirit, identity and responsibility and is promoted to the general public including Maple Ridge residents and tourists. It raises the City's profile, supports its culture plan and adds economic benefit from a tourism perspective.

For the purpose of clarity and this policy, this definition does not include sporting events, tournaments, fundraisers, consumer shows, trade shows, private events, conferences, symposiums, marketing initiatives, artistic competitions or exhibits, religious causes or commercial events.

Qualified Festival Group: A Maple Ridge based festival group or a group in the region with a Maple Ridge partner, registered as a non-profit society, or similar group with the potential to become a non-profit society, that has made application and agrees to enter into a grant agreement for activities that take place in Maple Ridge.

Available Resources: The budget established through the City to support qualified Maple Ridge festivals and groups, plus in-kind allocations including parks, facility and equipment use or staff time provided by the City.

Base Level of Support: The level of support available to any and all qualified festival groups in accordance with resources, policies and procedures. It is the responsibility of festival organizers to develop, plan, manage, fund and implement their festival.

Benefits Criteria Definitions

Encourages community identity and spirit and supports the City brand: Involves citizens in planning creatively for the community. Enhances the image and reputation of the City of Maple Ridge demonstrating clear alignment with the City. Involves citizens in planning creatively for the community, contributing to a vibrant and creative environment that attracts citizens, visitors and business.

Grows economic opportunities and aligns with City strategies: Draws a critical mass opportunity, attracting a large number of attendees including tourists. Provides opportunities for businesses to network with or promote their services to the community in a positive environment.

Builds community involvement: Increases the range of experiences available to residents and visitors through cultural, recreational and educational components. Provides an environment for public gathering, mingling and safe celebration and increases residents' sense of belonging and enjoyment in participating in their community that includes access to these activities through inclusive practices and low-cost opportunities.

Demonstrates a sense of responsibility to the community: Uses sound financial practices and has sources of revenue other than from the City. Demonstrates environmental stewardship. Supports local business and community projects. Ensures safety is a primary consideration when planning and staging Festivals and special events. Incorporates a range of quality opportunities for volunteer engagement, training and leadership development that helps to fulfill the group's mission and vision.

Key Areas of Responsibility

Action to Take	Responsibility
Provides base level support to qualified festival groups.	Parks, Recreation & Culture
Facilitates festival support in accordance to this policy.	Parks, Recreation & Culture
Provides networking and skill development opportunities.	Parks, Recreation & Culture
Allocates financial and in-kind resources.	Parks, Recreation & Culture
Meets criteria, ensures insurance requirements and safety plans are met.	Qualified Festival Groups

SUMMARY OF RMSS OPERATING AND LEASE AGREEMENT CHANGES/ADDITIONS

RIDGE MEADOWS SENIORS SOCIETY OPERATING AGREEMENT

Changes:

1. Article 2.1
   To deliver social and recreational programs and services designed to improve the health and well-being of Senior Citizens that take into consideration the City's strategic priorities, specifically community spirit and pride as outlined below.

   The previous agreement read 'that take into consideration the City's performance focus areas as outlined below.'

Additions:

1. Article 2.11
   e) Supporting schedules to their financial statements that provide detail on each facility they operate.

MAPLE RIDGE SENIORS ACTIVITY CENTRE FACILITY LEASE AGREEMENT

Changes:

1. Article 7.7
   The Tenant must operate the Recreation Centre so that it is open and available to all Senior Citizens in the City of Maple Ridge and so that it is:
   b) fixtured and maintained to be fully accessible to Senior Citizens with disabilities.

   The previous agreement read 'disabled Senior Citizens.'

MAPLE RIDGE
British Columbia
mapleridge.ca

CITY OF MAPLE RIDGE

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	February 18, 2020
		FILE NO:	01-0640-30-2020
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	**2020 UBCM Poverty Reduction Planning & Action Grant**		

EXECUTIVE SUMMARY:

The mandate of the Social Policy Advisory Committee (SPAC) is to advise Council on the enhancement and well-being of present and future citizens of Maple Ridge. With this in mind, SPAC, in partnership with the Fraser Health's Healthy Communities Initiative, seeks Council's approval to submit the attached 2020 Poverty Reduction Planning & Action grant application to the Union of British Columbia Municipalities (UBCM). If awarded, the grant will fund the 'Community Food Security Assessment and Prioritization' project (detailed in this report) to engage the community in identifying unmet needs or gaps in services and to establish a community based food security plan using a poverty reduction lens.

RECOMMENDATION:

That staff be authorized to submit an application to the Union of British Columbia Municipalities 2020 Poverty Reduction Planning & Action program for a grant up to $25,000 towards the 'Community Food Security Assessment and Prioritization' project.

DISCUSSION:

a) **Background Context:**

At the January 2020 SPAC meeting, staff presented a draft grant proposal for a UBCM Poverty Reduction Planning & Action grant with a focus on a community based food security plan. SPAC endorsed the attached application and seeks Council endorsement to submit the application to the UBCM.

According to the My Health My Community survey conducted between June 2013 and July 2014, 12.3% of Maple Ridge residents reported food insecurity (inadequate or insecure access to food due to financial constraints) compared to 6.3% in municipalities across the Fraser Health region. Low income and poverty are two predictors that are strongly linked to food insecurity.

The primary response to food insecurity in BC has been at the local level through food banks and community food-based initiatives, such as, community gardens. These efforts can support important goals, such as, emergency food relief, improved food literacy, social connectedness

and a more sustainable food system. However, research shows that household food insecurity cannot be solved through food-based initiatives or charitable efforts alone. Food insecurity is rooted in poverty and financial constraints, indicating that social policies are needed in order to address the root causes. Vancouver, New Westminster and Kamloops are some examples of cities that have Food Security plans.

If successful in obtaining this grant, a coordinator will be recruited to conduct a community food security assessment through consultation with people living in poverty or with lived experience of poverty, as well as community based food program providers, First Nation Elders, Indigenous organizations, municipal representatives, healthcare professionals and other local networks. Engagement through focus group discussions, community consultation events and an online survey will be undertaken.

The grant will also allow a community based food security assessment to be completed by examining food security related indicators and food program inventories to determine the current situation in Maple Ridge. A community planning process will also be undertaken that will identify opportunities for action, highlight the challenges which will determine the most impactful way to use local resources in addressing the needs of our community. The research conducted, through a poverty reduction lens, will increase awareness about the issues affecting food insecurity among residents, which in turn, will inform the development of a community food security plan. The coordinated efforts will aim to reduce food insecurity in Maple Ridge.

b) **Desired Outcome:**
The desired outcome is to form a Food Security Action Plan to address food insecurity at a local level in Maple Ridge.

c) **Strategic Alignment:**
The plan aligns with SPAC's work plan and Council's strategic priority of Community Safety.

d) **Citizen/Customer Implications:**
The overall health and wellness of the community will increase when vulnerable populations have access to healthy food.

e) **Business Plan/Financial Implications:**
With Council's endorsement, the attached application will be submitted to the Poverty Reduction Planning & Action Program under Stream 1, which offers a maximum grant of $25,000. If our application is successful, the City will contribute an additional $2,800 in-kind contribution (meeting spaces, marketing and overall project support).

f) **Policy Implications:**
The grant funding will be used toward the development and implementation of a Food Security Action Plan that addresses food insecurity in Maple Ridge. Recommendations regarding unmet needs and gaps in services may inform future policies.

CONCLUSION:

The 'Community Food Security Assessment and Prioritization' project will support citizens' access to healthy food, which in turn leads to a positive impact on physical and mental health and a decrease in healthcare costs.

Prepared by: **Tony Cotroneo**
Recreation Manager, Community Engagement

Reviewed by: **Danielle Pope**
Director, Recreation, Culture & Community Engagement

Approved by: **David Boag**
General Manager, Parks, Recreation & Culture

Concurrence: **Al Horsman**
Chief Administrative Officer

Attachments:

(A) 2020 UBCM Poverty Reduction Planning & Action Grant Application
(B) 2020 UBCM Poverty Reduction Planning & Action Grant Budget

Poverty Reduction Planning & Action

2020 Application Form for Stream 1- Plans & Assessments

Please complete and return the application form and all required attachments by February 28, 2020. All questions are required to be answered by typing directly in this form.

If you have any questions, contact lgps@ubcm.ca or (250) 952-9177.

SECTION 1: Applicant Information	**AP-** *(for administrative use only)*
Name of Local Government: City of Maple Ridge	Complete Mailing Address: 11925 Haney Place, Maple Ridge, BC V2X 6A9
Contact Person: Tony Cotroneo	Position: Recreation Manager - Community Engagement
Phone: 604-467-7392	E-mail: tcotroneo@mapleridge.ca

*Contact person must be an authorized representative of the applicant

SECTION 2: For Regional Projects Only
1. **Identification of Partnering Communities.** For all regional projects, please list all of the partnering eligible applicants included in this application. Refer to Section 3 in the *Program & Application Guide* for eligibility.
2. **Rationale for Regional Projects.** Please provide a rationale for submitting a regional application and describe how this approach will support cost-efficiencies in the total grant request.

SECTION 3: Project Information
3. **Project Information** A. Project Title: Community Food Security Assessment and Prioritization B. Proposed start and end dates. Start: May 1, 2020 End: April 30, 2021 C. Total proposed project budget: $35,000.00 D. Total grant request: $25,000.00

4. A. **Proposed Focus Areas.** Please indicate which of the six priority action areas (as identified in *TogetherBC*) will be the primary focus of the proposed planning activities:

- ☐ Housing
- ☒ Families, children and youth
- ☒ Education and training
- ☐ Employment
- ☒ Income supports
- ☒ Social support

B. Please identify any other key priorities (as identified in *TogetherBC)* that your proposed activities will address:

Food Security; Access to Services (Expanded Access to Healthy Food)

5. Proposed Activities. Please describe the specific activities you plan to undertake. Refer to Section 4 of the *Program & Application Guide* for eligible activities under Stream 1.

In order to determine the best course of action to address poverty related food insecurity in Maple Ridge and identify activities and outcomes in a food security plan, the City of Maple Ridge proposes to undertake the following activities to support the 'Community Food Security Assessment and Prioritization' initiative:

- Hire a Coordinator to engage and consult with people living in poverty or with lived experience of poverty, community based food program providers, First Nation Elders, Indigenous organizations, municipal representatives, health care professionals, networks serving families, children, youth and seniors, and other community stakeholders, through focus group discussions, community consultation events and an on-line survey to:

a. Conduct a community based food security assessment, examining local food security related indicators and food program inventories to determine the current food security situation in Maple Ridge;

b. Identify unmet needs and gaps in services, programs and policies;

c. Undertake a community planning process to identify opportunities, highlight challenges, and determine the most impactful ways to use local resources to address the social determinants of health as related to food security; and

d. Develop a community based food security plan including a poverty reduction lens.

6. Intended Outcomes & Impacts. What are the specific intended outcomes and impacts of the proposed planning activities? How will this help to reduce poverty at the local level?

The 'Community Food Security Assessment and Prioritization' initiative will:

- Strengthen partnerships and build local government capacity to work with the community, including community based food organizations, poverty reduction organizations, people with lived experience of poverty, businesses, service providers, and local First Nations and Indigenous organizations on food security initiatives;

- Capture current community food security data and compile an inventory of community food security initiatives;

- Complete a gap analysis to identify opportunities for action;

- Develop a food security action plan for Maple Ridge service providers that addresses food insecurity at the local level and coordination of short and long term food security programming

by local service providers including Fraser Health, the Community Network and the Seniors Network; and

Projects identified through the assessment and prioritization process will seek to provide families, children, youth, seniors and other vulnerable populations with expanded access to healthy food and improve social connection and wellbeing. Improved food security will have a positive impact on the physical and mental health of the population and decrease health care costs. The engagmement process will be transparent, give the community a voice, and allow the community to identify solutions that are actionable and sustainable.

7. **Proposed Deliverables.** What will be the specific deliverables of the proposed planning activities? List any policies, practices, plans, or documents that will be developed or amended as a result of your project.

The following deliverables will be achieved through the initiative:

- A community food security assessment;

- A community based food security plan, with a poverty reduction lens; and

- A network or partnership of community stakeholders with a vested interest in poverty reduction and food security.

8. **Community Partners & Participation by People with Lived Experience**. To be eligible for funding, all projects must involve key sectors of the community including community-based poverty reduction organizations, people with lived experience of poverty, businesses, local First Nations and/or Indigenous organizations.

A. List all confirmed partners that will directly participate in the proposed planning activities and the specific role they will play. *Please note: up to three letters of support from partnering organizations may be submitted with the application.*

Project team:

- City of Maple Ridge Parks, Recreation & Culture Department: Project Management
- Fraser Health: Research and knowledge brokering
- Maple Ridge, Pitt Meadows, Katzie Community Network: support work to connect with programs and resources for local Service Providers
- Family Education and Support Services: Grant Adminsistration
- Potential stakeholders that will be consulted for focus group discussions and community consultation events:
- Ministry of Social Development & Poverty Reduction
- Maple Ridge, Pitt Meadows, Katzie Seniors Network
- Friends in Need Food Bank
- Ridge Meadows Seniors Society
- Ridge Meadows Meals on Wheels
- School District No. 42
- Family Education and Support Centre
- Ceed Centre
- Fraser River Indigenous Society

- Katzie First Nations
- Downtown Maple Ridge Business Improvement Association
- Salvation Army
- Golden Ears United Church
- Open Door Church
- Food for the Soul Project Society
- Maple Ridge Baptist Church
- Intergenerational Garden

B. Describe how people living in poverty or with a lived experience of poverty will participate in the proposed planning activities.

Participants will be recruited through food banks, faith based groups, Indigenous organizations, community based food programs, prenatal nutrition program, the Farmer's Market Nutrition Coupon program, community kitchens, businesses, and programs for families, children, youth and seniors. An honorarium, food, transportation and childcare will be provided during the engagement and consultation process.

People living in poverty or with a lived experience will be included in all stages of the project from the community food security assessment to the planning of activities proposed in the community food security action plan.

9. Evaluation. Describe how will the project be evaluated and the specific performance measures and/or benchmarks that will be used to measure outcomes. How will this information be used?

The following performance measures will be used to evaluate the project:

- The number of partnerships established during the course of the project with organizations, business and individuals with a vested interest in food security

- The number of food based programs consulted with and listed in the food security inventory

- The number of participants in the community consultation events

- The completion of the food security plan

The proposed solutions/projects will undergo a food security solution prioritization process which is a validated tool based on key concepts from the fields of ethics and economics related to the allocation of scarce resources (www.eatrightFoundation.org/FSSToolkit). This process will help the community build consensus, engagement and support for the identified solutions further positioning the community for action to execute the solutions and improve food security.

The Coordinator will conduct ongoing evaluations throughout the consultation process to ensure that voices are heard and respected.

10. Additional Information. Please share any other information you think may help support your submission.

Background information:

According to the My Health My Community survey, conducted between June 2013 and July 2014, a higher proportion of Maple Ridge residents reported food insecurity (12.3%) compared to other Fraser Health municipalities (6.3%) (1).

Food insecurity is closely linked with poverty and low income is the strongest predictor (2). Research shows that the lower the household income, the higher the rate of household food insecurity (3,4). Those most vulnerable to food insecurity in BC are lone parent households

headed by women, individuals on low income or social assistance, employment insurance, WCB or disability, those renting rather than owning their residences, and households in the workforce who are not able to make ends meet due to low-paying and unstable employment and the high cost of living (3,4). In 2011/2012, 65% of those experiencing household food insecurity in BC were earning wages, salaries or are self-employed (3). Fewer households whose main source of income was from government support to seniors (i.e., public pensions) were food insecure compared to households reliant on social assistance (12.6% vs 76.0%) (4).

In 2017, the monthly cost of a basic healthy diet for an average family of four in Maple Ridge was $983, an increase from $958 in 2015 (5). After accounting for income, a family of four on income assistance in BC would have to spend at least 44% of its household budget every month just to afford a basic healthy diet. This is not feasible given the cost of housing, transportation, childcare, and other basic needs. The reality is healthy food is unattainable for some low-income families, not just because of the price of food, but because of lack of income.

The primary response to food insecurity in BC has been at the local level through food banks and community food-based initiatives like community gardens. These efforts can support important goals like emergency food relief, improved food literacy, social connectedness and a more sustainable food system, but research shows that household food insecurity cannot be fixed through food-based initiatives or charitable efforts alone. Food insecurity is rooted in poverty and financial constraints, indicating that social policies are needed to address the root causes.

If successful in obtaining this grant, the City of Maple Ridge would be able to conduct a community food security assessment to understand the issues affecting food insecurity among our residents as well as develop a community food security plan with a poverty reduction lens so that there can be a coordinated effort to reduce food insecurity in Maple Ridge.

Definitions:

Food security exists when "all people, at all times, have physical and economic access to sufficient, safe and nutritious food to meet their dietary needs and food preferences for an active and healthy life." (6)

Household food insecurity is "the inadequate or insecure access to food due to financial constraints." (7)

References:

1. My Health My Community Survey (2014). Maple Ridge Community Health Profile. Retrieved from: https://myhealthmycommunity.org/community-profile/maple-ridge/

2. Tarasuk, V. (2005). Household Food Insecurity in Canada. Topics in Clinical Nutrition,20(4), 299-312. doi:10.1097/00008486-200510000-00003.

3. Provincial Health Services Authority (2016). Priority health equity indicators for British Columbia: Selected indicators report. Vancouver, BC: Provincial Health Services Authority, Population and Public Health Program).

4. Tarasuk, V, Mitchell, A, Dachner, N. (2016). Household food insecurity in Canada, 2014. Toronto: Research to identify policy options to reduce food insecurity (PROOF). Retrieved from: http://proof.utoronto.ca/wp-content/uploads/2016/04/Household-Food-Insecurity-in-Canada-2014.pdf

5. BC Centre for Disease Control (BCCDC) (2018) Food Costing in BC 2017: Assessing the affordability of healthy eating. Retrieved from: http://www.bccdc.ca/pop-public-health/Documents/food-costing-BC-2017.pdf

6. Dietitians of Canada. (2016). Overview: Food Insecurity. Retrieved from: https://www.dietitians.ca/Dietitians-Views/Food-Security/Overview.aspx

7. PROOF. (2018). Household Food Insecurity in Canada. Retrieved from: http://proof.utoronto.ca/food-insecurity/

SECTION 4: Required Attachments

Please submit the following with the application form:

- ☐ Council/Board Resolution – Indicating local government support for the proposed project and a willingness to provide overall grant management;
- ☐ Detailed budget;
- ☐ For regional projects only: Each partnering local government must submit a Council or Board resolution indicating support for the primary applicant to apply for, receive, and manage the grant funding on their behalf.

Submit the completed Application Form and all required attachments as an e-mail attachment to lgps@ubcm.ca and note "2020 Poverty Reduction" in the subject line. Submit your application as either a Word or PDF file(s). If you submit by e-mail, hardcopies and/or additional copies of the application are not required.

SECTION 5: Signature

Applications are required to be signed by an authorized representative of the applicant. Please note all application materials will be shared with the Province of BC.

Name:	Title:
Signature:	Date:

Poverty Reduction Planning & Action 2020 Application
Project Title: Community Food Security Assessment and Prioritization
Proposed Project Budget

Budget Items	Funding Requested from UBCM	Additional Information
Personnel Expenses • Project Coordinator / Management • Honorariums	$16,128 $2,500	$28 per hour for 12 hours per week for 48 weeks over the course of the year In-kind contributions: Fraser Health Public Health Dietitian and Community Health Specialist will support the project coordinator in managing the project - Approximately 15 hours per month or $8,000 $25 honorariums for 100 people to participate in focus group and community consultation events
Meeting/Communication Expenses	$2,800	Food and beverages for focus group sessions and community consultation event; childcare for meeting participants In-kind contributions: City of Maple Ridge and Fraser Health will donate meeting venues
Travel/Transportation Expenses	$500	Bus passes and mileage for focus group and community consultation participants
Research, Training and Evaluation		In-kind: Fraser Health Public Health Dietitian and Community Health Specialist will support research, training and evaluation of the project Approximately 3-4 hours per month or $2000
Administrative Expenses • Printing/ Publicity	$2,500 $572	10% of Grant Dollars for Grant Administration to Family Education and Promotional and outcome materials
Total	**Funds requested from UBCM: $25,000**	**In-kind contributions: $10,000**

Attachment B

MAPLE RIDGE
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CITY OF MAPLE RIDGE

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	February 18, 2020
		FILE NO:	01-0640-30-2020
FROM:	Chief Administrative Officer	**MEETING:**	CoW
SUBJECT:	**Dementia Friendly Community Plan**		

EXECUTIVE SUMMARY:

In 2018, the Maple Ridge, Pitt Meadows and Katzie Seniors Network (the Network) was approved for a City of Maple Ridge (CMR) Community Grant in the amount of $20,000 to engage local citizens in the development of a Dementia Friendly Community Plan (the Plan) to further enhance the City's Age-friendly Action Plan.

In 2019, a draft report including a number or recommendations that complement the existing Age-friendly Strategy was submitted to City staff for review. At this time, staff are recommending that the Plan's recommendations be incorporated into the Age-friendly implementation strategy and the Plan.

RECOMMENDATION:

That the Dementia Friendly Community Plan attached to this report dated February 18, 2020 be endorsed, and further;

That the Dementia Friendly Community Plan be included as an appendix to the Age-friendly Action Plan, and Implementation Strategy.

DISCUSSION:

a) Background Context:

The Maple Ridge Pitt Meadows Katzie Seniors Network (the Network) is a grassroots planning table that acts as a resource providing advice on long-term planning issues related to seniors in the community. The Network is involved in many community initiatives including the creation and continued implementation of the Age-friendly Communities Initiative. Due to the Network's commitment to the Age-friendly Communities Initiative, the City was recognized by the World Health Organization as a member of their Age-friendly Cities and Communities Network in 2019.

In 2018, the City provided the Network with $20,000, through its Community Grant program, to support the development of a Dementia Friendly Community Plan (the Plan) to complement the Age-friendly Action Plan. With these funds, the Network established a working group with the support of the BC Alzheimer's Society, City staff and stakeholders to develop a Dementia Friendly Community Plan. This Plan, if endorsed, will support the City's efforts in becoming a more inclusive community for people living with dementia as well as their families and caregivers.

During development, the working group engaged the community through a number of channels that included conducting focus groups, surveys and walkability studies of the Town Centre which encompassed participation from citizens with living experience and their caregivers. In addition to the development of the Plan, the working group also hosted the 2nd Annual Dementia Friends, 'Walk in the Box' event and provided Dementia Friends Education to the Parks, Recreation & Culture leadership team.

Once endorsed, the recommended actions will be folded into the existing Age-friendly Implementation Strategy, overseen by the Municipal Advisory Committee on Accessibility and Inclusiveness.

b) **Desired Outcome:**
The desired outcome of the Plan is to ensure that individuals living with dementia and their caregivers have access to the proper resources and supports to age in place.

c) **Strategic Alignment:**
The Plan aligns with the Age-friendly Communities Initiative, and with Council's strategic priorities; Community Safety and Community Pride and Spirit.

d) **Citizen/Customer Implications:**
Through implementation of the Plan, individuals with a diagnosis of dementia will have additional supports to age in place bringing benefits to the entire community of Maple Ridge.

e) **Interdepartmental Implications:**
The implementation of the Plan will be overseen by the Municipal Advisory Committee on Accessibility and Inclusiveness and supported by Parks, Recreation & Culture staff.

f) **Business Plan/Financial Implications:**
Staff anticipate a total of $12,000 over the next three years will be required to support the Seniors Network Coordinator in achieving the deliverables set out in the Plan, the cost of which can be covered within the PRC budget through Gaming Revenue. In addition, the working group will actively seek grant funding where appropriate.

CONCLUSION:

Although the Dementia Friendly Community Plan is designed to meet the needs of a specific population, its implementation will move the City towards becoming a more inclusive community for not only those affected by the disease but their caregivers and broader community.

Prepared by: **Petra Frederick,**
Recreation Coordinator, Community Engagement

Reviewed by: **Tony Cotroneo,**
Recreation Manager, Community Engagement

Reviewed by: **Danielle Pope,**
Director, Recreation & Community Engagement

Approved by: **David Boag,**
General Manager, Parks, Recreation & Culture

Concurrence: **Al Horsman,**
Chief Administrative Officer

Attachments:
(A) Dementia Friendly Community Plan

DEMENTIA-FRIENDLY COMMUNITY PLAN

1/1/2020 City of Maple Ridge

Prepared by: Maple Ridge, Pitt Meadows, Katzie, Senior Network

MAPLE RIDGE
British Columbia

Dementia-Friendly Communities
Alzheimer Society of B.C.

Maple Ridge - Pitt Meadows - Katzie
SENIORS NETWORK

ACKNOWLEDGEMENTS

The Dementia-Friendly Community Plan would not have been possible without the leadership and commitment of the Alzheimer Society of B.C., Maple Ridge City Council and the Maple Ridge, Pitt Meadows, Katzie, Seniors Network.

The plan would also not have been possible without the involvement and work of the project Task Group, who met monthly and dedicated countless hours in support of the project activities: the literature review, focus groups, survey, walkability studies, public education workshops, Dementia Friends education for City staff, and Walk-in-a-Box fundraiser for the Alzheimer Society of B.C.

Dementia-Friendly Community Task Group Members:

- Brenna Ayliffe, Fraser Health, Community Health
- Arvie Bourgeault, Community Member, Caregiver Advocate
- Heather Cowie, Provincial Coordinator, Dementia-Friendly Communities, Alzheimer Society of B.C.
- Petra Frederick, City of Maple Ridge Parks, Recreation & Culture
- Audrey Hatch, Community Member, Seniors Network Board of Directors
- Nadine Jans, Uptimize Coaching, Counselling and Training, Inc.
- Joanne Leginus, Community Services
- Arlene Major, Community Member
- Kimberley Mckercher, Support and Education Coordinator, First Link®, Alzheimer Society of B.C.
- Kim McLennan, Fraser Health, Healthy Built Environment
- Myrna Norman, Purple Angels Dementia Advocate and Alzheimer Society of B.C. Leadership Group of People Living with Dementia member
- Marissa Stalman, Gerontology Master's Program Student, Simon Fraser University
- Heather Treleaven, Maple Ridge, Pitt Meadows, Katzie, Seniors Network
- Karen Wakita, Seniors Network Board of Directors, Golden Seniors Wellness Clinic
- Lindsay Zylstra, Maple Ridge Seniors Village

In addition to those cited above, the plan owes a debt of gratitude to the many people living with dementia, their caregivers, family members and friends who participated in the focus groups, completed the survey and attended the events. Their stories, suggestions and ideas helped shape the Dementia-Friendly Communities Plan and ensured its relevance to the community. The hope of the Task Group is that the plan will help facilitate independence and enhanced quality of life for people living with dementia in the City of Maple Ridge.

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ABBREVIATIONS

City of Maple Ridge	CMR
Maple Ridge	MR
Age-friendly Initiative	AFI
Municipal Advisory Committee on Accessibility and Inclusiveness	MACAI
Maple Ridge, Pitt Meadows, Katzie Senior Network	SN
World Health Organization on Age-friendly Cities and Communities	WHO
Age-friendly	AF
Dementia Friendly	DF
Alzheimer's Disease	AD

INTRODUCTION

Dementia is a term which describes a combination of symptoms caused by disorders affecting the brain. Alzheimer's disease (AD) is the most common example of a disorder that causes dementia. Symptoms may include memory loss and difficulties with thinking, problem-solving or language that are severe enough to reduce a person's ability to perform everyday activities. Not all older adults will develop dementia (i.e. it is *not* a "normal" part of aging), however age is considered the biggest risk factor for developing dementia. Dementia is a progressive, non-reversible disease, meaning it will get worse over time and is eventually terminal.

The Canadian population is aging. In 2016 the percentage of seniors (18.3%) living in British Columbia actually surpassed the percentage of children under age 15 (14.9%) (Statistics Canada, 2016). Canadians are also living longer and with advanced age comes increased risk of dementia. Therefore, the number of seniors living with dementia, in Maple Ridge (and globally), will continue to increase. Approximately 60% of these individuals will continue living in the community. The Alzheimer Society of B.C.'s Dementia-Friendly Communities (DFC) Initiative provides communities with assistance developing tailored approaches to supporting people living with dementia in their community.

What is a Dementia-Friendly Community?

A DFC is a community that focuses on the inclusion of people living with dementia as well as on stigma reduction. DFC's also provide resources, programs and services that support people living with dementia to remain engaged and connected for as long as possible. DFC are defined by both their social and physical characteristics.

Examples of Social Characteristics	Examples of Physical Characteristics
• City staff are educated about dementia and able to communicate effectively with a person living with dementia. • The general public recognizes that dementia can affect a person's memory, judgement, behaviour, personality and physical capabilities but that those living with dementia are much more than their diagnosis. • Social and recreational programming is inclusive of people living with dementia and their care partners.	• Clear and legible signage placed at eye-level. • Well-kept streets. • Easy-to-use street furniture in styles familiar to people. • Accessible and universal public washrooms. • Distinctive structures and landmarks for orientation and wayfinding. • Welcoming and inclusive civic facilities, open spaces and parks.

The project was led by the Maple Ridge, Pitt Meadows, Katzie, and Seniors Network (SN). A DFC Task Group comprised of members from the Seniors Network, residents with living experiences, health care providers, care partners, non-profit organizations, businesses, and city staff was formed. Guidance and support were provided by the Alzheimer Society of B.C. This work complements the Age-Friendly Implementation (AFI) Plan endorsed by Maple Ridge City (CMR) Council in 2018 and the recommendations outlined will be incorporated into this Plan.

VISION OF THE DEMENTIA-FRIENDLY COMMUNITY

A DFC is one that is inclusive of people living with dementia and is also focused on stigma reduction. In a DFC, the needs of individuals living with dementia, as well as the needs of their care partners (i.e. family and friends living with and/or supporting them), are addressed and their experiences are valued (Shannon, Bail, & Neville, 2018). Persons living with dementia are supported to remain engaged in their community for as long as possible.

Goals of the Dementia-Friendly Community Initiative

The initiative aims to:

1) Support people living with dementia and their care partners to have the highest quality of life possible in their own community by reducing the stigma associated with dementia.
2) Reduce organizational, social and physical barriers that prevent people living with dementia from fully engaging in community activities.
3) Support people living with dementia to live safely and comfortably in their own community for as long as possible.
4) Build understanding and knowledge about dementia among professionals such as City Staff and local business owners.

5) Promote and optimize the health and well-being of people living with dementia and their care partners.
6) Encourage ongoing collaboration and partnerships in our community (e.g. between non-profit organizations and/or businesses) that will further support those living with dementia.

How does the Dementia-Friendly Communities Initiative Complement Age-Friendly Communities Work?

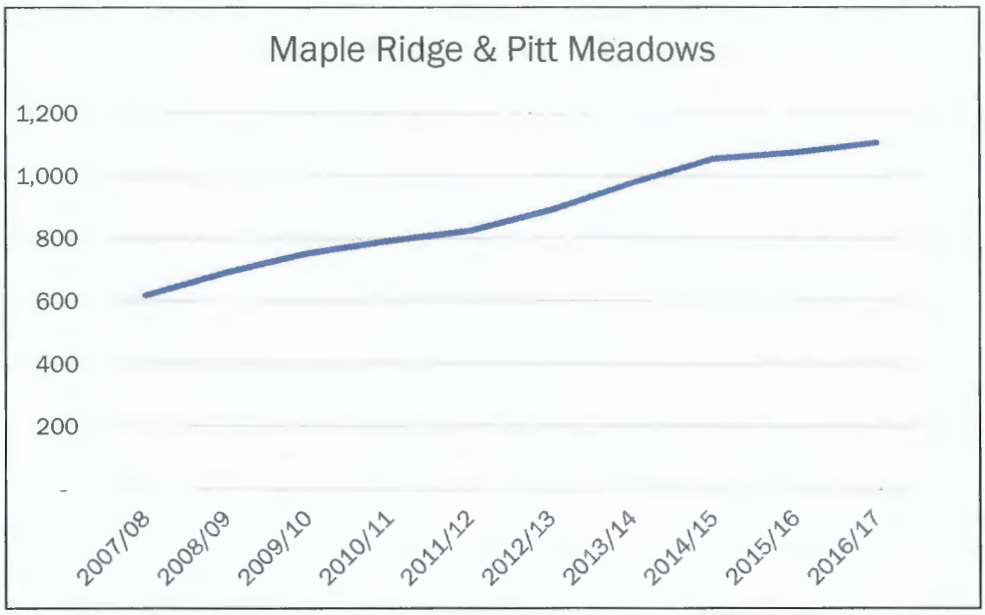
The concept of an Age-Friendly Community (AFC), developed by the World Health Organization (WHO), is one where people of all ages are supported to age actively, are valued and treated with respect, and are included in all areas of community life. The aim of AFC is to optimize opportunities for health, participation and security, in order to enhance quality of life while respecting lifestyle choices.

AFC planning on its own, does not necessarily incorporate people living with dementia into the process of implementing change. Adding a Dementia Friendly lens helps us to:

- Actively engage with people affected by dementia in order to make sure that their wants and needs are addressed and that their lived experiences are valued.
- Empower people living with dementia and other cognitive impairments by ensuring policies and projects are informed by their needs and experiences.
- Assess the built environment to identify gaps in public spaces in order to make them more supportive and inclusive of people living with dementia.
- Acknowledge care partners and the concepts of interdependence and reliance.
- Recognize people living with impairments who may feel excluded from the active-aging framework guiding age-friendly work.
- Complement age-friendly initiatives by adding nuances and depth to reflect the needs and experiences of people living with dementia.
- Dispel stereotypes about dementia by educating the community that dementia is not a normal part of aging and is not isolated to older adults—dementia can affect individuals in their thirties, forties, fifties, and early sixties.

DEMENTIA IN OUR COMMUNITY

In the Maple Ridge and Pitt Meadows area, the estimated number of people living with dementia has increased from 619 in 2007/2008 to 1,107 in 2016/2017. These numbers are expected to continue to rise due to increases in the aging population and the growing senior's demographic in Maple Ridge.



BC Ministry of Health, Chronic Disease Information Registries, 2016/2017, Alzheimer's Disease and Other Dementia Measures Report

The case definition for Alzheimer's/dementia this data reflects includes on Alzheimer's/dementia diagnostic code, or three medical visits with an Alzheimer's/dementia diagnostic code at least 30 days apart in two years, or one Alzheimer's drug prescription. The case definition applies to persons aged 40 and older.

Dementia-Friendly Maple Ridge Project

The Seniors Network, was instrumental in the CMR completing and receiving Provincial AF recognition and full membership in the WHO Global Network for Age-friendly Cities and Communities (WHO), through the work completed in Age-friendly planning and the implementation strategy.

The CMR provided funding to the SN to conduct a DFC project in partnership with the Alzheimer Society of B.C. in 2018. The DF MR project builds on existing age-friendly recommendations, while avoiding duplication. The DF MR project will form part of the AFC Implementation Plan.

Project activities included a literature review, focus groups, a community survey, walkability studies, as well as presentations to the Mayor, Council and City staff.

Role of the Municipality

Municipalities have an important role to play in facilitating independence, reducing stigma, and contributing to the quality of life for people living with dementia who live in the community. Municipalities can make significant differences through changes to policies and bylaws; by investing in infrastructure, parks and public spaces, programming and services, and signage; and influencing or informing other aspects of the built environment, including private development.

Municipalities can assess how Dementia Friendly they are based on these four points:

- **People:** How do caregivers, family members, friends, neighbours, health care professionals, social service workers and the wider community respond to and support people living with dementia?
- **Place:** How do housing, neighbourhood physical environments and transport systems support people living with dementia?
- **Resources:** Are there enough facilities and services available to people living with dementia and are they appropriate to their needs and supportive of their capabilities? How well can people living with dementia access civic, community and social resources?
- **Supports:** Do those who support people living with dementia communicate, collaborate and plan together well enough to provide the best support and do they use people's own 'assets' well? (Creating a Dementia-Friendly York, 2012).

Municipal leaders and staff can work to:

- be inclusive of people living with dementia;
- eliminate stigma and address misinformation associated with dementia;
- provide patient, respectful and responsive customer service;
- reduce barriers to engaging in civic and community activities;
- support understanding in the business community and professional sector; and
- use a dementia-friendly lens to inform the design of built environment features such as buildings, public spaces and signage.

This plan is focused primarily on actions of the City, however senior levels of government also have an important role to play by ensuring adequate levels of home supports and respite services, competent medical care, affordable and accessible housing; as well as efficient transportation throughout the region.

This Dementia-Friendly Community Plan will form part of the CMR's AFC Implementation Plan. The Plan is overseen by the Municipal Advisory Community on Accessibility and Inclusiveness (MACAI) and informed by the work and annual review of the SN.

RESEARCH ACTIVITIES

Literature Review

The Task Group conducted a literature review to build on projects done in other communities, identify promising community engagement strategies and dementia-friendly community actions which may be relevant to the CMR. Articles, reports and studies related to DFC were compiled to help determine best practices for our local project. This work was supported by the Alzheimer Society of B.C.

Focus Groups

Two focus groups were held with people living with dementia, caregivers and community members. The goal was to ensure this project, and future work, is being driven by the recommendations, insight and values of individuals with lived experience. In MR, we are very fortunate to have had one of the focus groups facilitated by a person living with dementia and a caregiver for a person living with dementia. Discussion questions focused on city facilities and programs, their accessibility, inclusiveness and ease of use. For a complete list of question, see Appendix A.

Survey

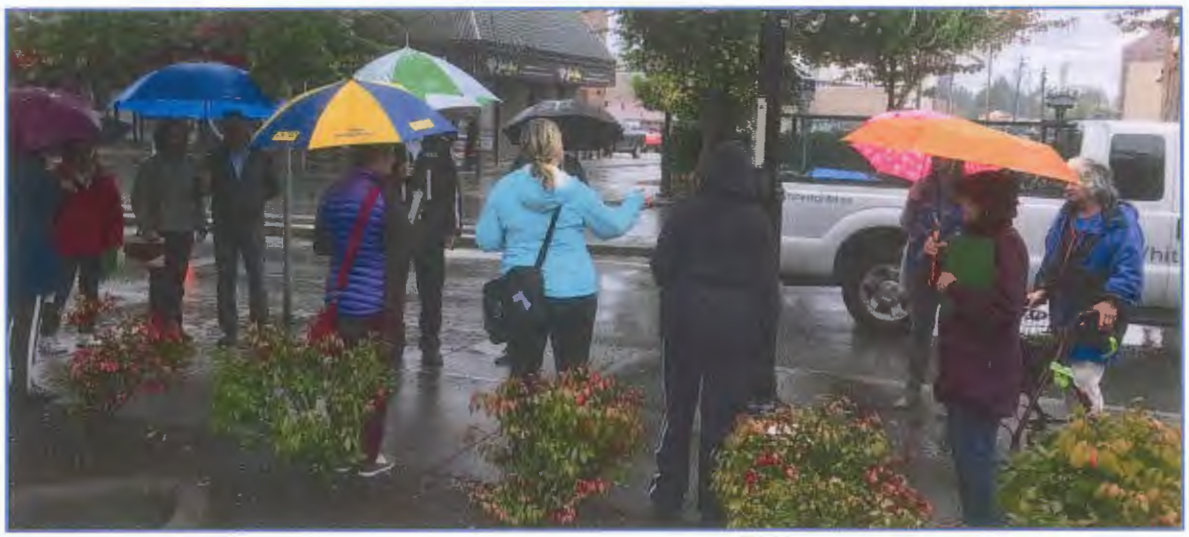
A survey consisting of 15 questions was developed to engage people living with dementia and their caregivers to better understand their lived experience and ideas for how to make Maple Ridge more DF. The survey was distributed online and in print to key locations such as recreation and seniors' centers, libraries and through the Seniors Network members. All responses were anonymous; however, participants were asked to indicate if they were a person living with dementia, a person living with dementia with the assistance of a caregiver, family member or friend, or a caregiver, or health care worker.

38 surveys were completed. A copy of the survey is included in Appendix B. The majority of surveys were completed by caregivers, family members or health care workers who had been living in the city for 10 years or more. Several respondents asked for improved support for caregivers and education for health care workers.

Walkability Studies

Two walking interviews were conducted in the downtown core of MR. The first, on September 10, 2018 covered the area around City Hall and the Haney Transit Exchange, south down 226th Street to Lougheed Highway and then north up 224th Street and back through Memorial Peace Park. The second also covered City Hall and side streets west of 224th to 222nd and north to Dewdney Trunk Rd.

The goal was to foster discussion, facilitated by our Healthy Built Environment coordinator from Fraser Health, between people living with dementia and other disabilities and city engineers, bylaws, and fire protection. During both walks, participants gained a better understanding of how the built environment can be improved to support people living with dementia in the community.



Results

Based on focus groups, survey results, and walkability studies, organized by the Dementia Friendly Maple Ridge Project, detailed suggestions emerged around how to make aspects of the CMR more Dementia Friendly. The following provides an overview of these suggestions and the recommendations are outlined in more detail in the Recommendations and Actions portion of this document.

Overall, feedback from participants was very positive. The majority found municipal buildings and programs welcoming and easy to use. Examples of recommendations included the need to:

- increase number of accessible washrooms in city facilities;
- improve wayfinding around City Hall and Memorial Peace Park;
- make improvements to walkways by adding railings in strategic locations; and
- increase street furniture (e.g. benches) around the main transit exchange and key walking routes.

The stigma associated with dementia is often one of the biggest barriers for people living with the disease. The symptoms vary greatly from one person to the next and many people are reluctant to self-identify as someone living with dementia. Offering DF education to frontline city staff, and the general public, and developing an education project for retail workers were suggested.

We now have an opportunity in MR to improve communication around the programs and services in the city available to people living with dementia and their caregivers. As a start, the committee was able to inform the development of the new Seniors Resource Guide and a section for Dementia Supports was added in the 2018 addition.

More recreational programming that provides social and fitness opportunities and is inclusive of people living with dementia is needed. Research shows physical exercise and social engagement can slow the progression of the disease. For example, a walking group for people living with dementia could support both recommendations and provide respite for caregivers. More spaces are needed in

adult day programs. There are opportunities to create low-cost, community-based day programs with volunteer support.

A need to encourage people living with dementia to continue volunteering in their community was highlighted. Person-specific modifications to volunteer positions (e.g. partnering people together, simplified tasks) can allow individuals living with dementia to remain active and engaged in the community for much longer.

The Recommendations and Actions section of this report highlights potential solutions to these concerns and many more.

COMMUNITY ENGAGEMENT

Walk for Memories

The IG Wealth Management Walk for Alzheimer's is Canada's biggest fundraiser for Alzheimer's disease and other dementias. Monies raised support local programs and services that improve quality of life for people living with dementia and their families, as well as support other activities like education and public awareness.

In Maple Ridge, the DFC Task Group hosted its first Walk-in-a-Box (smaller community event) on May 12, 2018 in Memorial Peace Park. It was one of 320 walks that took place across Canada last year. The Maple Ridge Walk was attended by a small, enthusiastic group of residents and volunteers and raised just over $800 for the Alzheimer Society of B.C. It was a great opportunity to begin a dialogue with the community on dementia education and to help start to reduce the stigma associated with the disease.

Community Champions

The Parks, Recreation and Culture Winter 2018 Program Guide supported the DFC Project by featuring one of our local dementia advocates, Myrna Norman, in its Winter Program Guide. Myrna told her story of living well with dementia and the need to foster a supportive and inclusive community for people living with dementia.

NEXT STEPS

IMPLEMENTATION & MONITORING

The DFC Plan will be forwarded to MR City Council for endorsement in January 2020. If endorsed, the City's Community Engagement Recreation Coordinator will be responsible for working with City Departments to move forward with the implementation of the recommendations and actions. The AFC Task Group of the SN will continue to review, evaluate, and revise the recommendations on an annual basis and will support the work as funding becomes available.

The timeframes will be determined within the AFI Strategy through consultation with CMR departments. Certain actions may change or evolve based on discussions with Departments.

Progress on the Dementia-Friendly Community plan will form part of the annual report from the SN. The report will highlight which actions have been fully, partially or not implemented, and will provide next steps for pursuing the recommendations.

The AF Task Group reports to the MACAI and through them, to MR Council.

RECOMMENDATIONS AND ACTIONS

1. Awareness and Education

Develop a Communications Plan to:
- Help reduce stigma, and;
- Increase community awareness.

Highlight dementia supports information through:
- The local Seniors Resource Directory;
- Pathways website, and;
- Seniors Network social media pages (Facebook and website).

Develop and print a Dementia Resources pamphlet, for individuals living with dementia and their care providers, outlining:
- Local resources, and;
- Provincial resources.

Develop and host an annual awareness-building and stigma-reduction event.

Create an Age-Friendly/Dementia-Friendly business and/or organization recognition program, based on:
- Best practices within surrounding communities and/or available literature, and;
- Participation in Dementia-Friendly education.

2. Civic Engagement and Programming

Host a local annual Alzheimer Society of BC fundraiser event:
- Community Walk (Walk in the Box).

Increase the availability of volunteer opportunities for people living with dementia by:
- Creating a Dementia-Friendly volunteer handbook for organizations with input from individuals with lived experiences, and;
- Connecting with community-based volunteer organizations.

Offer community based recreational opportunities for people living with dementia:
- Walking Groups, and;
- Modified drop in and/or programmed fitness classes.

Support persons with dementia in participating in community events and festivals:
- Host a festivals and event workshop that provides dementia friends training to organizers;
- Improve access to washrooms, and;
- Provide shaded quieter seating areas.

Support intergenerational programming and events:
- Create opportunities for youth and seniors with dementia to come together.

3. Civic Facilities, Parks and Open Spaces

Work with CMR Parks Department and Public Art Committee to build a "Memory Garden":
- Raise awareness about Dementia, and;
- Provide a quiet place to remember people impacted by dementia.

Encourage local organizations and businesses to construct small Memory Gardens (i.e. RMSS, Intergenerational Garden, faith community, seniors housing facilities, etc.).

Work with CMR Parks Department to improve access to outdoor recreational opportunities by:

- Providing education on outdoor exercise equipment in a downtown park, and;
- Designing well marked and accessible walking trails/routes within the downtown core.

4. Mobility, Accessibility & Wayfinding

Increase walkability (physical accessibility) within CMR:

- Add recognizable street furniture (benches with arm and back rests) along 226th street;
- Improve sidewalks along 226th street;
- Standardize visual elements of crosswalks within CMR (zebra pattern);
- Explore handrails to all wide staircases, and;
- Improve wayfinding signage within downtown core.

5. Businesses & Development

Advocate and support local businesses and non-profit organizations in developing community-based adult day programs.

6. Staff Education & Training

Partner with the Alzheimer Society of B.C. to offer Dementia Friends education through a "train the trainer" model to ensure sustainability:

- To front-line city staff.

7. Other Activities Involving Advocacy & External Funding

Advocate for and engage with Fraser Health and the Ridge Meadows Division of Family Practice to:

- Improve dementia care in the health care system;
- Increase the capacity of adult day programs, (and);
- Increased opportunities for affordable assisted living facilities (Memory Village).

Advocate for dementia care training for:

- Care Aids;
- Non-profit organizations and agencies;
- Local businesses, (and)
- Citizens of the community.

Advocate and support community organizations and groups offering social and recreational programming for people living with dementia.

Advocate for end of life supports for:

- People living with dementia, (and);
- Care partners.

Develop relationships with local post-secondary institutions to include students and professors in the Maple Ridge Dementia-Friendly Community Initiatives.

APPENDIX A: REFERENCES

BC Ministry of Health, Chronic Disease Information Registries, 2016/2017, Alzheimer's Disease and Other Dementia Measures Report

City of Burnaby, Dementia-Friendly Community Project Focus Group Results Summary

City of New Westminster, Dementia-Friendly Community Action Plan 2016

Shannon, K., Bail, K. & Neville, S. (2019) Dementia-friendly community initiative: An integrative review. *Journal of Clinical Nursing. 0, p. 1-11. DOI: 10.1111/jocn.14746*

Statistics Canada (2016). Population Trends by age and sex, 2016 Census of Population. Available online: www150.statcan.gc.ca/n1/pub/11-627-m/11-627-m2017016-eng.htm

APPENDIX B: Survey

Help us create a Dementia-Friendly Community in Maple Ridge

The Seniors Network is currently completing a **Dementia Friendly Community** project to help create a community that focuses on the inclusion of people living with dementia and on stigma reduction. The goal is to develop a community action plan for the CMR so that people living with dementia and other cognitive challenges can experience a high quality of life and live as independently as possible in our community.

Maple Ridge • Pitt Meadows • Katzie
SENIORS NETWORK

Instructions:
We want to hear from people living with dementia and their caregivers in Maple Ridge to ensure this project reflects your opinions and experiences. If needed, ask someone to assist you with this important survey. There are no right or wrong answers; just do your best to share your experiences. If you need more space, please feel free to write on the back or add an extra sheet of paper. This survey is completely anonymous. We will not ask for your name or address.

About Your Experiences: Please share your experiences as either a person living with dementia, or a caregiver, friend, or family member.

1. Who is completing this survey?
   - ☐ Person living with dementia
   - ☐ Person living with dementia with assistance (caregiver, family member, friend, etc.)
   - ☐ Caregiver, family member, friend, or health care worker

2. How long have you lived in Maple Ridge?
   - ☐ Less than one year
   - ☐ 1-4 years
   - ☐ 5-9 years
   - ☐ 10 years or longer
   - ☐ I do not live in Maple Ridge

3. What is your age range?
   - ☐ Under 45 years
   - ☐ 45-54 years
   - ☐ 55-65 years
   - ☐ 65-74 years
   - ☐ 75-84 years
   - ☐ 85-94 years
   - ☐ 95 years or older
   - ☐ Prefer not to answer

4. Do you know and feel connected to your neighbours?
   - ☐ Yes
   - ☐ No
   - ☐ Somewhat

5. Do you feel involved in your community?
   - ☐ Yes
   - ☐ No
   - ☐ Somewhat

6. How are you involved in your community? (volunteer, work, service club, activities, etc.)

   _____

7. a) Where in Maple Ridge do you enjoy going and feel most welcome and comfortable?
   (Library, Seniors Centre, Rec. Centre, City Hall, Parks, certain businesses)?

   _____

   b) What makes you feel comfortable there?

   _____

8. a) Are there places in Maple Ridge you used to go but don't go anymore?

   _____

   b) Why don't you like to go there? What could we change to make it more supportive for people affected by dementia?

   _____

9. a) Do you find these features in Maple Ridge clear and easy to use?

Sidewalks	☐ Yes	☐ No	Parks	☐ Yes	☐ No
Signage	☐ Yes	☐ No	Seniors Centre	☐ Yes	☐ No
City Hall	☐ Yes	☐ No	Stores	☐ Yes	☐ No

b) What could be improved to make them more accessible and easier to use for people affected by dementia?

_____

10. What would you like people to know about dementia?

_____

11. Are you aware of programs and services to support people living with dementia?

☐ Yes
☐ No

12. a) Do you participate in any programs or services that support people living with dementia?

☐ Yes
☐ No

b) If no,
why?

_____

13. a) Are there programs or services that could help you live better in the community that are currently not available?

☐ Yes
☐ No

b) If yes, what are they?

Share your ideas:

14. I think the following could be done to make Maple Ridge more inclusive and supportive of people affected by dementia:

_____

_____

15. I have the following additional comments:

_____

_____

How to return your survey:

Please return your completed survey by **Friday, December 9, 2018** to:
Attn: Petra Frederick
City of Maple Ridge, 11995 Haney Place, Maple Ridge V2X 6A9
email: pfrederick@mapleridge.ca

For more information:

If you are living with dementia, or would like more information about the disease, contact The Alzheimer Society of BC: First Link Dementia Helpline at: **1-800-936-6033**.
or visit: www.Alzheimerbc.org

Thank you for helping us!

MORE INFORMATION

Maple Ridge, Pitt Meadows, Katzie, Seniors Network

For more information about the Dementia-Friendly Community Project, contact the Seniors Network:
Tel: (604) 786-7404
Email: seniorsnetworkmpk@gmail.com
Visit: www.seniors-network.ca

Maple Ridge • Pitt Meadows • Katzie
SENIORS NETWORK

MAPLE RIDGE
British Columbia
mapleridge.ca

CITY OF MAPLE RIDGE

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	February 18, 2020
		FILE NO:	01-0640-30-2020
FROM:	Chief Administrative Officer	**MEETING:**	COW
SUBJECT:	**Selvey Park Observation Well Agreement**		

EXECUTIVE SUMMARY:

The Provincial Ministry of Forest, Lands, Natural Resource Operations and Rural Development (MFLNRORD) and the Ministry of Environment and Climate Change Strategy (MOECCS) are interested in establishing a groundwater observation well in the Whonnock area to collect data regarding the Whonnock Aquifer and have suggested Selvey Park as a potential location (see Appendix 1). Municipal staff have reviewed the proposed location within Selvey Park, and the proposed agreement provided by the Ministry, and it has also been reviewed by our legal advisors (Attachment 1).

RECOMMENDATION:

That the Corporate Officer be authorized to execute the Selvey Park Observation Well Agreement with the Ministry of Environment and Climate Change Strategy for the purpose of establishing an observation well for the Whonnock Aquifer.

DISCUSSION:

a) **Background Context:**

The Provincial Groundwater Observation Well Network (PGOWN) is operated through a joint partnership between the Ministry of Forest, Lands, Natural Resource Operations and Rural Development (MFLNRORD) and the Ministry of Environment and Climate Change Strategy (MOECCS). Through these observation wells, groundwater level data is collected hourly along with the groundwater chemistry data through seasonal or annual sampling. Observation wells have been in operation since the 1960's and there are 53 active observation wells in the South Coast region including two in Maple Ridge; one in Thornhill Park (Aquifer #19) which was installed in 2018, and one in Whonnock (Aquifer #26) which has been used to collect data on the Whonnock Aquifer for nearly 40 years.

MFLNRORD identified a beneficial well location for monitoring the Whonnock Aquifer on lands owned by the City of Maple Ridge at Selvey Park. The site location was refined through discussions with City staff (Appendix 1). The location of the observation well is proposed to be in an area of the park which would not detract from park patrons' enjoyment, with easy access from 106 Avenue and at an appropriate distance from the parking area. MFLNRORD proposes

to undertake all work to establish and maintain the observation well at their cost, including the utility locate, well drilling and installation by a qualified contractor and clean up. All costs, including the ongoing maintenance of the well and decommissioning would be the responsibility of the MOECCS and coordinated through the MFLNRORD.

The Whonnock Aquifer (Aquifer #26), a large sand and gravel aquifer located in the northeast portion of Maple Ridge, has been deemed by the Ministry to be of high importance to the local community. While the Province already had a Whonnock Aquifer observation well installed in 1980, the Ministry staff have shared that it suffers from 'noisy' data due to other nearby wells that interfere with the water level and chemistry data. It is hoped that this new well will provide a better understanding of groundwater levels with less impact from the community well and that it will eventually replace the existing observation well. Ministry staff anticipate that data from the proposed Whonnock Aquifer observation well would be used to establish trends in groundwater levels, develop or refine hydrogeology models and inform groundwater management decision-making. Data collected from these observation wells is provided to the public through two websites listed below:

1) *Groundwater Level Data Interactive Map:*
https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/groundwater-wells-aquifers/groundwater-observation-well-network/groundwater-level-data-interactive-map

2) *Real-time Water Data:*
https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/water-science-data/water-data-tools/real-time-water-data-reporting

A draft agreement provided by the MFLNRORD (Attachment 1) has been reviewed by the City's legal advisors and is attached for Council's consideration.

b) **Desired Outcome:**
The desired outcome is to provide a suitable site for an observation well within the Whonnock Aquifer area.

c) **Strategic Alignment:**
This recommendation aligns with Council's strategic priority of Natural Environment and Intergovernmental Relations and supports the Provincial Groundwater Observation Well Network program that provides valuable groundwater information to our residents.

d) **Citizen/Customer Implications:**
The proposed observation well in Selvey Park provides a location to monitor the Whonnock Aquifer with the data obtained by the Province being shared with the public through the Province's groundwater websites.

e) **Interdepartmental Implications:**
Environmental Planning staff have been informed of the Provincial Groundwater Observation Well Network program and have reviewed and endorsed the proposed well location.

f) **Business Plan/Financial Implications:**
All costs to establish, maintain and decommission the observation well will be borne by the MOECCS.

g) **Alternatives:**
The alternative would be to decline the request of an agreement with the Province and direct staff to recommend other nearby lands within the Whonnock Aquifer area that may be suitable. This is not recommended as the location identified in Selvey Park is considered by the Province to be a beneficial well location for monitoring the Whonnock Aquifer without detracting from park patrons' use and enjoyment of the park.

CONCLUSION:

The Ministry of Forests, Lands, Natural Resource Operations and Rural Development (MFLNRORD) has requested permission to establish an observation well in Selvey Park to monitor the Whonnock Aquifer. Establishment, maintenance and observation activities for the well would not significantly impact park use and enjoyment, therefore staff in the Parks, Recreation and Culture Department support this request.

Prepared by: **Chad Neufeld, MBCSLA**
Acting Manager of Parks Planning & Development

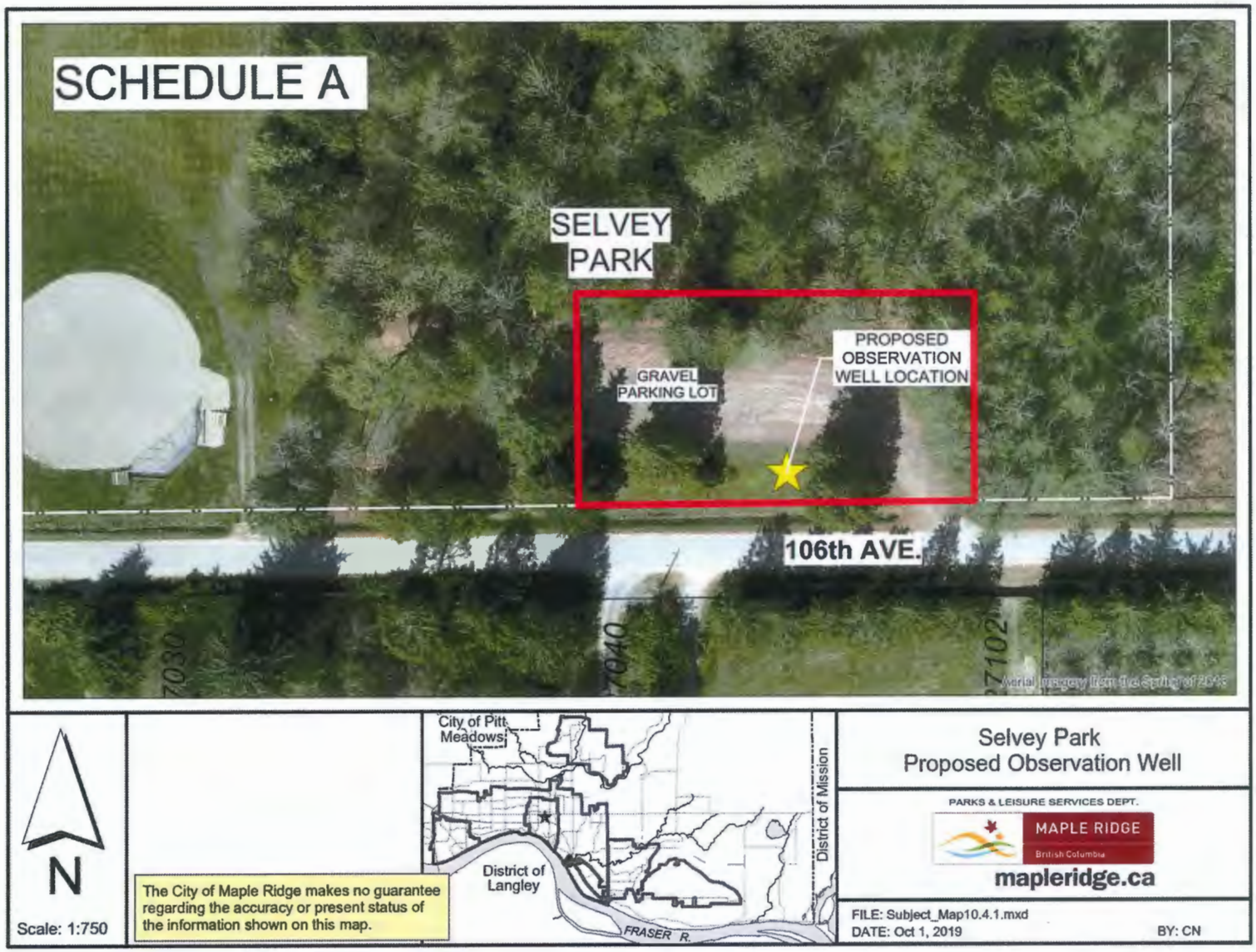
Reviewed by: **Rod Stott,**
Environmental Planner

Reviewed by: **Valoree Richmond, MBCSLA**
Acting Director of Parks & Facilities

Approved by: **David Boag,**
General Manager, Parks, Recreation & Culture

Concurrence: **Al Horsman,**
Chief Administrative Officer

Appendix 1) Selvey Park Location Map
Attachment 1) Draft Agreement


SCHEDULE A
SELVEY PARK
GRAVEL PARKING LOT
PROPOSED OBSERVATION WELL LOCATION
106th AVE.
7030
7040
N
Scale: 1:750
The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.
City of Pitt Meadows
District of Langley
District of Mission
FRASER R.
Selvey Park
Proposed Observation Well
PARKS & LEISURE SERVICES DEPT.
MAPLE RIDGE
British Columbia
mapleridge.ca
FILE: Subject_Map10.4.1.mxd
DATE: Oct 1, 2019
BY: CN

THIS AGREEMENT dated for reference 18 February 2020, and,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Environment and Climate Change Strategy, Parliament Buildings, Victoria, British Columbia

(the "**Province**")

AND:

THE CITY OF MAPLE RIDGE, 11995 Haney Place, Maple Ridge, BC, V2X 6A9

(the "**Licensor**")

WHEREAS:

A. The Ministry of Environment and Climate Change Strategy and the Ministry of Forests, Lands, Natural Resource Operations and Rural Development have a program whereby the Province installs, monitors and maintains groundwater observation wells to obtain data including water levels and water quality for the benefit of the public.
B. At its discretion, the Province attends a well and conducts maintenance and sampling periodically throughout the year
C. The Province makes the data from its monitoring of groundwater observation wells publicly available.
D. In support of the above noted efforts, the Licensor has agreed to grant the Province this license.

NOW THEREFORE in consideration of the payment of $10 by the Province to the Licensor, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration as described herein, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence;

"Commencement Date" means date of reference first stated above;

"Improvements" includes the Well and any pedestrian path for well monitoring access;

"Land" means that part of the land legally defined as:

LOT 8 SECTION 7 TOWNSHIP 15 NEW WESTMINSTER DISTRICT PLAN 38046

shown as a red block on the map attached as Schedule A;

"Monitoring Equipment" means equipment used to monitor the Well including water sampling equipment and any satellite telemetry instrumentation;

"Observation Data" means all data collected or compiled in respect of the Well, whether derived from the Monitoring Equipment or otherwise;

"Term" means the period of time set out in section 2.3 ;

"we", **"us"** or **"our"** refers to the Licensor alone and never refers to the combination of the Province and the Licensor: that combination is referred to as **"the parties"**;

"**Well**" means the groundwater observation well to be installed on the Land including any casing in accordance with this Agreement; and,

"you" or **"your"** refers to the Province.

1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

1.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

1.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

1.9 Time is of the essence of this Agreement.

ARTICLE 2 - GRANT

2.1 On the terms and conditions set out in this Agreement, we grant you, your employees, servants, licensees, contractors, subcontractors, agents and assigns a licence to use and occupy the Land and Improvements for the following purposes:

a) The installation of the Well;
b) The repair, replacement, maintenance and decommissioning of the Well;
c) The use and installation of Monitoring Equipment; and,
d) The monitoring of the water levels and water quality at the Well,

including, for greater certainty, access by foot and vehicle including machinery.

2.2 We agree not to interfere with your use of the Land as described and permitted by this Agreement including, for greater certainty, that we will not interfere with the installation or the operation of the Well and Monitoring Equipment provided such installation and operation is in accordance with the conditions of this Agreement.

2.3 The Term of the Agreement will be for five (5) years commencing on the Commencement Date and terminating on the fifth anniversary of the Commencement Date, subject to termination or extension in accordance with the provisions of this Agreement (the "**Term**").

Provided that the Province has complied with its obligations under this Agreement, the Term of the Agreement shall be automatically renewed for five additional five-year terms, each upon the same terms and conditions, except that upon each renewal the Province's right of renewal shall be reduced so that the maximum term of this Agreement including all renewals shall be thirty years.

We reserve the right to terminate this Agreement in certain circumstances as expressly provided in Article 5 of this Agreement.

ARTICLE 3 – PROPERTY RIGHTS

3.1 The Monitoring Equipment and the Well are and will remain the property of the Province until such time as the Monitoring Equipment is removed by the Province and the Well is decommissioned in accordance with Article 5. The parties agree that no matter the form of or level of affixation of the Monitoring Equipment to the Land; the Monitoring Equipment remains the property of the Province.

3.2 The Province is and shall remain the sole owner of all Observation Data and any related intellectual property rights in, to, associated with or derived from the Observation Data.

3.3 We agree to provide you with 30 days' notice of any potential sale of the Land in order to ensure that you make any necessary arrangements to secure your rights to the Well and the Monitoring Equipment.

ARTICLE 4 - COVENANTS

4.1 You must

(a) observe, abide by and comply with

(i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and

(ii) the provisions of this Agreement;

(b) subject to any statutory requirements for locating a monitoring well, obtain our consent to the location of the Well;

(c) complete a BC One Call and hire a utility locator prior to any drilling;

(d) install the Well not later than March 31, 2020 unless the parties consent in writing to another date;

(e) maintain emergency access for the fire department vehicles;

(f) upon completion of the installation of the Well, to the extent reasonably possible, restore the surface of the Land to the state it was in prior to any drilling by you;

(g) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

(h) maintain the Well and Monitoring Equipment in a good state of repair so that its presence on the Land does not create a hazard to other users of the Land;

(i) use and occupy the Land and Improvements only in accordance with and for the purposes set out in this Agreement;

(j) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

(i) your breach, violation or non-performance of a provision of this Agreement, and

(ii) any personal injury, bodily injury (including death) or property damage

occurring or happening on the Land by virtue of your entry upon, use or occupation of the Land,

unless caused by our negligence or wilful misconduct, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

(k) on the termination of this Agreement, peaceably quit your use of the Land and return it in a safe, clean and sanitary condition in accordance with Article 5.

ARTICLE 5 - TERMINATION

5.1 Either party may terminate this Agreement by providing 6 months written notice to the other party.

5.2 Within a reasonable time after termination in accordance with sections 4.1(j) or 5.1 the Province will remove the Monitoring Equipment and decommission the Well in compliance with the *Water Sustainability Act* S.B.C. 2014 c.15 and the Groundwater Protection Regulation B.C. Reg. 39/2016.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

ARTICLE 7 - NOTICE

7.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada, sent electronically, or delivered to the address of the other as follows:

to you

MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE STRATEGY
Director, Environmental and Climate Monitoring
PO Box 9347 Stn Prov Govt, Victoria BC, V3W 9M1
Email: groundwater@gov.bc.ca

to us

CITY OF MAPLE RIDGE
11995 Haney Place, Maple Ridge, BC, V2X 6A9
P: (604) 463-5221
Email: enquiries@mapleridge.ca;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required, if sent electronically, upon acknowledgment of receipt by the recipient, and if delivered, on the day of delivery.

ARTICLE 8 - MISCELLANEOUS

8.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

8.2 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

8.3 The parties agree that nothing in this Agreement constitutes one party as the other's agent, joint venturer or partner or gives one party any authority or power to bind the other party in any way.

8.4 If a court of competent jurisdiction finally determines that a provision or part of this Agreement is invalid or unenforceable:

(a) the Parties will make reasonable efforts to amend this Agreement to remedy or replace the invalid or unenforceable provision or part; and

(b) the provision or part will be severable from this Agreement to the extent of the invalidity or unenforceability, and the remainder of this Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.

8.5 The parties agree that this Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same document.

Now therefore, the parties have executed this Agreement as of the dates set out below.

SIGNED on behalf of the **City of Maple Ridge** by its duly authorized representative

_____

Authorized Signatory
Name:
Date:

SIGNED on behalf of the **City of Maple Ridge** by its duly authorized representative

_____

Authorized Signatory
Name:
Date:

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** by the Minister of Environment and Climate Change Strategy or the minister's authorized representative

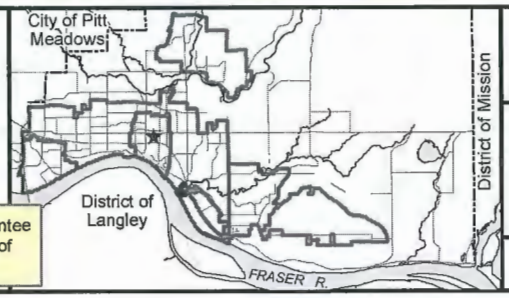
_____

Authorized Representative
Name:
Date:

N

Scale: 1:750

The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.



Selvey Park
Proposed Observation Well

PARKS & LEISURE SERVICES DEPT.

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Subject_Map10.4.1.mxd
DATE: Oct 1, 2019

BY: CN