

City of Maple Ridge

**COMMITTEE OF THE WHOLE
AGENDA
February 19, 2019
1:30 p.m.
Council Chamber**

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 5, 2019
4. **PUBLIC WORKS AND DEVELOPMENT SERVICES**

Note: Owners and/or Agents of Development Applications may be permitted to speak to their applications with a time limit of 10 minutes.

Note: The following items have been numbered to correspond with the Council Agenda:

- 1101 2013-087-RZ, 23500 and 23550 Larch Avenue, RS-3 and RS-2 to RM-1 and P-1

Staff report dated February 19, 2019 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7526-2018 to establish a defined boundary between the portion of the site to be developed and the portion proposed to be developed as neighborhood park to the west be given first and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7068-2018 to rezone from RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential) to RM-1 (Townhouse

Residential) and P-1 (Park and School) to allow future development of approximately 19 townhouses with 0.53 ha (1.3 acres) allocated for a future neighborhood park and conservation lands be given second reading and be forwarded to Public Hearing.

1102 2016-109-DVP, 21137 River Road

Staff report dated February 19, 2019 recommending that the Corporate Officer be authorized to sign and seal 2016-109-DVP respecting property located at 21137 River Road.

1103 2018-448-RZ, 12061 Laity Street, Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw

Staff report dated February 19, 2019 recommending that Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019 be given first reading and that the applicant provide further information as described on Schedule D of the Development Procedures Bylaw No. 5879-1999 and Schedules B and C of the Maple Ridge Heritage Procedures Bylaw No. 6951-2012.

5. CORPORATE SERVICES

6. PARKS, RECREATION & CULTURE

1151 Festival Grant Program Recommendations – Intake One

Staff report dated February 19, 2019 recommending that festival support allocations totaling \$77,120 for events taking place between May 1 and October 31, 2019 as outlined in Attachment A of this report titled “Festival Grant Program Summary Chart – Intake One 2019” be approved.

1152 Region View Lease Renewal

Staff report dated February 19, 2019 recommending that the lease renewal request from Region View Recreation Services be approved on the same terms and conditions as the original lease agreement, which includes a rate that is the greater of \$120,000 per annum or 20% of gross revenue.

7. ADMINISTRATION (including Fire and Police)

8. OTHER COMMITTEE ISSUES

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

Checked by: 

Date: Feb 14/19

2.0 Minutes

2.0

City of Maple Ridge

COMMITTEE OF THE WHOLE MEETING

MINUTES

February 5, 2019
1:31 p.m.
Council Chamber

PRESENT

Elected Officials

Councillor J. Dueck
Councillor K. Duncan
Councillor C. Meadus
Councillor G. Robson
Councillor R. Svendsen
Councillor A. Yousef

ABSENT:

Mayor M. Morden

Appointed Staff

P. Gill, Chief Administrative Officer
D. Pope, Director of Recreation and Community
Engagement
F. Quinn, General Manager Public Works and Development
Services

L. Benson, Director of Corporate Administration
T. Thompson, Chief Financial Officer
C. Carter, Director of Planning

Other Staff as Required

M. Baski, Planner 2
D. Hall, Planner 2
D. Boag, Director of Parks and Facilities

1. CALL TO ORDER

Councillor Judy Dueck, Presiding Member, called the meeting to order at 1:31 pm.
Councillor Dueck advised on the procedural rules for the meeting.

Councillor Duncan entered the meeting at 1:32 p.m.

2. ADOPTION AND RECEIPT OF MINUTES

2.1 Minutes of the Committee of the Whole Meeting of January 22, 2019

It was moved and seconded

That the minutes of the January 22, 2019 Committee of the Whole Meeting
be adopted.

CARRIED

3. DELEGATIONS/STAFF PRESENTATIONS – Nil

4. **PUBLIC WORKS AND DEVELOPMENT SERVICES**

1101 2018-325-RZ, 12581 243 Street, RS-3 to RS-2

Staff report dated February 5, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7495-2018 to rezone from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) to permit 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.

C. Goddard, Manager of Development and Environmental Services provided introductory comments outlining previous Council direction on suburban residential land use. He gave a PowerPoint presentation including the following information:

- Suburban Residential and Estate Suburban Residential OCP Designations background and history of Council decisions
- Subject Map
- Official Community Plan and Neighbourhood Plan Context
- Site Characteristics
- Development Proposal
- Proposed Site Plan
- Staff Recommendation
- 2017 recommended to council not to change estate suburban and suburban residential lands

Staff responded to questions relative to water and sewer services.

It was moved and seconded

That the staff report dated February 5, 2019 titled "First Reading, Zone Amending Bylaw No. 7495-2018, 12581 243 Street" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1102 2018-249-RZ, 25180 108 Avenue, A-2 & RS-3 to A-1 & RS-2

Staff report dated February 5, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7517-2018 to rezone from A-2 (Upland Agricultural) and RS-3 (One Family Rural Residential) to A-1 (Small Holding Agricultural) and RS-2 (One Family Suburban Residential) be given first reading and that the applicant provide further information as described on Schedules A, B, F, G & J of the Development Procedures Bylaw No. 5879-1999 along with the information required for a Subdivision application.

D. Hall, Planner 2, gave a PowerPoint presentation including the following information:

- Applicant Information

- Subject Map
- Official Community Plan and Neighbourhood Plan Context
- Site Characteristics
- Development Proposal Proposed Site Plan
- Staff Recommendation

Staff answered questions relative to water and sewer services, and tree retention.

It was moved and seconded

That the staff report dated February 5, 2019 titled "First Reading, Zone Amending Bylaw No. 7517-2018, 25180 108 Avenue" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1103 2014-040-RZ, 24138 Lougheed Highway, RS-3 to RS-2

Staff report dated February 5, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7221-2016 to rezone from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) not be given first reading or to proceed with a re-designation back to Suburban Residential to accommodate the proposed zone.

C. Goddard, Manager of Development and Environmental Services, gave a PowerPoint presentation including the following information:

- Applicant Information Subject Map
- Official Community Plan and Neighbourhood Plan Context
- Site Characteristics and access restrictions
- Development Proposal
- Proposed Site Plan
- Staff Recommendation

Staff answered questions relative to surrounding land use designation, slope of the property and access to the property.

It was moved and seconded

That the staff report dated February 5, 2019 titled "First Reading, Zone Amending Bylaw No. 7221-2016, 24138 Lougheed Highway" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1104 2017-184-RZ, 23585 128 Avenue

Staff report dated February 5, 2019 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7530-2019 to re-designate a portion of the subject property to Conservation for the riparian setback area of Dogwood

Creek be given first and second readings and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7392-2017 to allow a text amendment to the RS-2 (One Family Suburban Residential) zone with density provisions to create a 5 lot subdivision be given second reading and be forwarded to Public Hearing.

D. Hall, Planner 2, gave a PowerPoint presentation including the following information and advised that the applicant David Laird was in the audience to answer questions:

- Applicant Information
- Subject Map
- Official Community Plan and Neighbourhood Plan Context
- Site Characteristics and density bonus provisions
- Development Proposal
- Proposed Site Plan
- Staff Recommendation, and Terms and Conditions

Staff answered questions relative to water and sewer services, and tree retention.

It was moved and seconded

That the staff report dated February 5, 2019 titled "First and Second Reading, Official Community Plan Amending Bylaw No. 7530-2019, Second Reading, Zone Amending Bylaw No. 7392-2017; 23585 128 Avenue" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1105 2019-004-DVP, 12705 235 Street

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to sign and seal 2019-004-DVP respecting property located at 12705 235 Street.

It was moved and seconded

That the staff report dated February 5, 2019 titled "Development Variance Permit, 12705 235 Street" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1106 2016-176-DVP, 23710 133 Avenue

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to sign and seal 2016-176-DVP respecting property located at 23710 133 Avenue.

It was moved and seconded

That the staff report dated February 5, 2019 titled "Development Variance Permit, 23710 133 Avenue" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1107 2016-176-DP, 23710 133 Avenue

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to sign and seal 2016-176-DP respecting property located at 23710 133 Avenue.

It was moved and seconded

That the staff report dated February 5, 2019 titled "Development Permit, 23710 133 Avenue" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1108 Ministry of Transportation and Infrastructure Project 12452-0002 Highway 7 Corridor Improvements - Haney Bypass Intersection Improvements Project: Contribution Agreement Approval

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to execute the Contribution Agreement titled: Project 12452-0002 Highway 7 Corridor Improvements - Haney Bypass Intersection Improvements Project for the value of \$3,500,000.00 including project contingency.

D. Pollock, Municipal Engineer, provided the background on the item and answered questions relative to the timing and installation method.

It was moved and seconded

That the staff report dated February 5, 2019 titled "Ministry of Transportation and Infrastructure Project 12452-0002 Highway 7 Corridor Improvements - Haney Bypass Intersection Improvements Project: Contribution Agreement Approval" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1109 Contract ITT-EN18-37: Downtown Enhancement – Lougheed Highway (224 Street to 226 Street) – Update

Staff report dated February 5, 2019 recommending that the BA Blacktop Ltd. contract for ITT-EN18-37: Downtown Enhancements – Lougheed Highway (224 Street to 226 Street) be increased by \$350,000.00 to address the additional roadworks and that the funds be allocated from TransLink Major Road Network (MRN), Operation, Maintenance and Rehabilitation (OMR) funding.

D. Pollock, Municipal Engineer, provided the background on the item and answered questions relative to communication with business owners. He advised under existing road, there are areas where organic material has been found which will limit the life service of the road. He explained the repair procedure and timeline.

It was moved and seconded

That the staff report dated February 5, 2019 titled “Contract ITT-EN18-37: Downtown Enhancement – Lougheed Highway (224 Street to 226 Street) - Update” be forwarded to the Council Meeting of February 12, 2019.

CARRIED

5. CORPORATE SERVICES

1131 Economic Development Committee Amending Bylaw

Staff report dated February 5, 2019 recommending that Maple Ridge Economic Development Committee Amending Bylaw No. 7531-2019 be given first, second and third readings.

It was moved and seconded

That the staff report dated February 5, 2019 titled “Maple Ridge Economic Development Committee Amending Bylaw 7531-2019” be forwarded to the Council Meeting of February 12, 2019.

CARRIED

6. PARKS, RECREATION & CULTURE

1151 Emerald Pig Theatrical Society License to Occupy Agreement

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to execute the Licence-to-Occupy Agreement with the Emerald Pig Theatrical Society for a five-year term.

It was moved and seconded

That the staff report dated February 5, 2019 titled "Emerald Pig Theatrical Society Licence to Occupy Agreement" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1152 Maple Ridge Lapidary Club Lease Agreement

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to execute a Lease Agreement with the Maple Ridge Lapidary Club for a five-year term.

It was moved and seconded

That the staff report dated February 5, 2019 titled "Maple Ridge Lapidary Club Lease Agreement" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

1153 South Albion Neighbourhood Park Contribution

Staff report dated February 5, 2019 recommending that the City of Maple Ridge's funding contribution of \$578,000 for the South Albion area neighbourhood park amenities be released to School District No. 42 towards the construction of a playground, sports court, pathways and sports field at 24093 - 104 Avenue.

Staff responded to questions relative to contributions from School District No. 42 and the funding to be used for the project.

It was moved and seconded

That the staff report dated February 5, 2019 titled "1153 - South Albion Neighbourhood Park Contribution" be forwarded to the Council Meeting of February 12, 2019.

CARRIED

Councillor Yousef left the meeting at 3:00 p.m.

7. **ADMINISTRATION (including Fire and Police) - Nil**
8. **OTHER COMMITTEE ISSUES - Nil**
9. **ADJOURNMENT - 3:02 p.m.**

10. *COMMUNITY FORUM* – Nil

Councillor Judy Dueck
Presiding Member of the Committee



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City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First and Second Reading
Official Community Plan Amending Bylaw No. 7526-2018;
Second Reading
Zone Amending Bylaw No. 7068-2014;
23500 and 23550 Larch Avenue

MEETING DATE: February 19, 2019
FILE NO: 2013-087-RZ
MEETING: C o W

EXECUTIVE SUMMARY:

An application has been received to rezone the subject properties located at 23500 and 23550 Larch Avenue (Appendix A and B) from RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential) to RM-1 (Townhouse Residential) and P-1 (Park and School) to allow future development of approximately 19 townhouse units with 0.43 ha (1.07 acres) allocated for a future neighbourhood park and conservation lands.

Council granted first reading to Zone Amending Bylaw No. 7068-2014 and considered the early consultation requirements for the Official Community Plan (OCP) amendment on April 8, 2014. This was after a deferral to establish a better defined boundary between the portion of the site to be developed and the portion proposed to be developed as a neighbourhood park to the west.

This was completed by the applicant and an updated submission to the City was made by the applicant in June 2016. Upon preliminary review, it was determined that the extensive use of retaining walls and some sloping issues did not comply with City standards and policies such as the Hillside Management Policy. Servicing plans showed that the project would be difficult or costly to service from Larch Avenue. It was proposed that the site be served by utilities being placed in a statutory right of way through the park. However, the proposed location was not acceptable because it impacted future park development and programming.

Revised plans were received in May 2017. A number of technical matters were finalized between the City and the applicant's professional consultant team by the end of 2017. The applicant proceeded to hold a Development Information Meeting in March 2018, make an ADP submission a month later in June and addressed all remaining issues concerning designation boundaries and park amenities this year.

With the boundary between the Townhouse Development, the Neighbourhood Park and the conservation area established, the bylaws attached to this report have been amended to reflect the agreed to boundaries. The applicant also offered to provide a voluntary contribution of \$80,000 towards a child play area in the adjacent park. This contribution is in addition to the usual Community Amenity Contributions required for all projects.

The proposed development is in compliance with the policies of the Silver Valley Area Plan of the Official Community Plan (OCP). Ground-truthing on the site has established the developable areas, and as a result, an OCP amendment is required to revise the boundaries of the land use

designations to fit the site conditions. Zoning Amendment Bylaw No. 7068-2014 has been amended to align with the ground truthed boundary.

In addition to the Park contribution, pursuant to Council policy, this application is subject to the City-wide Community Amenity Contribution Program at a rate of \$4,100.00 per townhouse dwelling unit, for an estimated amount of \$77,900.

RECOMMENDATIONS:

- 1) That, in accordance with Section 475 of the *Local Government Act*, opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7526-2018 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;
- 2) That Official Community Plan Amending Bylaw No. 7526-2018 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
- 3) That it be confirmed that Official Community Plan Amending Bylaw No. 7526-2018 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Official Community Plan Amending Bylaw No. 7526-2018 be given first and second readings and be forwarded to Public Hearing;
- 5) That Zone Amending Bylaw No. 7068-2014, as amended, be given second reading, and be forwarded to Public Hearing; and,
- 6) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Amendment to Official Community Plan Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 2 - Land Use Plan, Figure 3C - River Hamlet, and Figure 4 - Trails / Open Space;
 - iii) Road dedication on Larch Avenue as required;
 - iv) Subdivision of the subject site into Townhouse, active parkland (to be acquired by City) and dedication of conservation areas, including construction of walkways, equestrian trails; and removal of all invasives, debris and garbage from park land, as required;
 - v) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject property(ies) for the proposed development;
 - vi) Registration of a Restrictive Covenant for the protection of any Environmentally Sensitive areas on the subject property(ies);
 - vii) Registration of a Statutory Right-of-Way plan with a servicing easement;
 - viii) Registration of a Restrictive Covenant for protecting the Visitor Parking;

- ix) Registration of a Restrictive Covenant for Tree Protection;
- x) Registration of a Restrictive Covenant for Stormwater Management, including maintenance guidelines for the owners and strata council;
- xi) Removal of existing building/s;
- xii) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject properties. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.
- xiii) That a voluntary contribution, in the amount of \$80,000, be provided for Parkland development in lieu of the reduced neighbourhood park space and open space amenity on the development site.
- xiv) That a voluntary contribution, in the amount of \$77,900 (\$4,100/unit) be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

DISCUSSION:

1) Background Context:

Legal Description: Lot: 4, Section: 28, Township: 12, Plan: NWP24142 and
Lot: 38, Section: 28, Township: 12, Plan: NWP40978

OCP:
Existing: Neighbourhood Park, Conservation, Med/High Density Residential
Proposed: Neighbourhood Park, Conservation, Med/High Density Residential

Zoning:
Existing: RS-3 (One Family Rural Residential), RS-2 (One Family Suburban Residential)
Proposed: RM-1 (Townhouse Residential), P-1 (Park and School), RS-3 (One Family Rural Residential), RS-2 (One Family Suburban Residential)

Surrounding Uses		
North:	Use:	Single Family Residential, Vacant
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Medium/High Density Residential
South:	Use:	Single Family Residential
	Zone:	RS-2 (One Family Suburban Residential)
	Designation:	Medium/High Density Residential, Conservation
East:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential), RS-2 (One Family Suburban Residential)
	Designation:	Medium/High Density Residential

West:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential), RS-2 (One Family Suburban Residential)
	Designation:	Conservation, Neighbourhood Park
Existing Use of Property:	Single Family Residential	
Proposed Use of Property:	Multi-Family Residential, Neighbourhood Park	
Site Area:	1.17 ha (2.9 acres)	
Access:	Larch Avenue	
Servicing requirement:	Urban Standard	

2) Background:

The subject site (Appendix A and B) is comprised of two properties located in the River Village of the Silver Valley Area Plan. A single family home is currently located on each property, and both properties are rural residential in nature with significant vegetation and tree cover. The properties slope gradually towards the south west corner, where the topography is at its steepest. An existing trail is located along Larch Avenue and an equestrian trail as designated in the Official Community Plan (OCP) is proposed through the conservation area to the south west of the development site.

3) Project Description:

The applicant proposes to rezone the site in order to construct approximately 19 townhouse units accessed via a private strata road (Appendix E and F). Access will be by way of a private strata road extending southward from Larch Avenue. Two buildings are proposed on each side of the strata road containing the townhouse units. The majority of the parking is side by side with aprons. And a small portion is tandem all but one with apron parking.

Approximately 2,439 sq. m. (0.6 acres) of parkland will not be dedicated, but will be purchased from the applicant. It will be purchased at fair market price with the portion of development cost charges revenue allocated for park acquisition. A further 1,824 sq. m. (0.45 acres) of conservation land will be dedicated by the applicant due to steep slopes as a condition of zoning approval. This will complement the neighbourhood park site as passive green space. The total amount of open space will be 4,263 sq. m. (1.05 acres)

4) Planning Analysis:

i) Official Community Plan:

The development site comprises of two properties totaling 1.17 ha (2.9 acres), and is located in the River Village in the Silver Valley Area Plan. Once redesignated (refer to table above), the development site is designated 16% Conservation (0.19 ha/0.47 acres), 63% Medium/High Density Residential (0.74 ha/1.83 acres), and 21% (0.25 ha/0.62 acres) Neighbourhood Park. The currently designated land would change as follows:

- An 84% increase in the portion of the subject land designated Medium/High Density Residential (OCP 4,041 sq. m. to 7,412 sq. m.);
- A 54.0% decrease in the amount of land designated Neighbourhood Park (OCP 5,300 sq. m. to 2,439 sq. m.); and

- A 2.2% decrease in the amount of land designated Conservation (OCP 1.937 sq. m. to 1,894 sq. m.).

The proposed amendments have implications for these land use changes are detailed below.

Medium/High Density Residential Implications:

In order to permit the development as proposed by the applicant, an OCP amendment will be required to re-designate approximately 4,371 sq. m of the Neighbourhood Park and Conservation land to Medium/High Density Residential, representing an increase of about 83.5% in the Medium/High Density Residential designation of the site.

This change trades off more density for a less neighborhood parkland. The parkland area change is discussed in the following section. As for the density, applying the Floor Space Ratio of 0.6 permitted in the proposed RM-1 zone, about 1,825 sq. m. of building space would be permitted for the amount of land currently designated Medium/High Density Residential and about 4,445 sq. m. would be permitted for the amount of the proposed land to be designated for Medium/High Density Residential. The actual development is to contain about 4,064 sq. m. or a gain of about 2,239 sq. m. as a result of the lands being redesignated to Medium/High Density Residential.

The proposed designation boundary in the OCP Amending Bylaw (Appendix C) reflects the expanded Medium/High Density Residential to accommodate this proposal. The Zone Amending bylaw has also been modified for the RM-1 boundary to coincide with the expanded Medium/High Density Residential designation.

Neighbourhood Park Implications:

Community Structure and Parks: The Silver Valley Area Plan envisions centrally located parks in each neighbourhood. A portion of the subject site identifies such a neighbourhood park for the River Hamlet in which the subject site is located. This land use concept was developed through the public consultation process for the Silver Valley Plan, and is expressed in the following Plan policy:

Silver Valley Plan Policy 5.3.4 Neighbourhoods

- (a) *A Neighbourhood is a subset of a Hamlet, generally defined by a 200 metre, 2-minute walking radius from a central local community and/or park space and a transit stop.*

Topographic Constraints: The area designated Park is challenging with respect to topography. Programming typical for neighborhood parks would need to level all or parts of the site to balance between creating useable park space, the requirements of the Hillside Management Policy and measures protecting the conservation area abutting the proposed parkland. The latter two may be better addressed through residential development on the eastern portion of the lands designated Park while the western section of the site can be developed into a neighbourhood park. This is one of the aspects used to analyze the proposed change to the designation boundary. An area of moderately sloping topography exists in the north east corner of the proposed park area which will serve as the active park development site.

Park Location and Size Criteria: The Plan establishes a preferred park size, suitable to be developed and programmed for the open space and park facilities associated with a typical neighbourhood park and serving a broad range of user groups, including safely accessible play areas for children. This assumes that the land for park development is relatively flat and can accommodate programming with

minor regrading, does not require ground retaining structures and is not constrained by underground or other services.

The Silver Valley Plan policy defining the park location and size criteria is the following:

Silver Valley Plan Section 5.3.8 Parks and Schools

- I Neighbourhood Parks are 0.2 ha (0.5 acres) to 0.6 ha (1.5 acres) in size and should be within a 2-5 minute walk from a dwelling. These parks should provide an opportunity for social gathering, and will require appropriate amenities, i.e., benches, pathways, community mailboxes, and should include small playground structures where appropriate.

Regarding the locational aspect of this policy, the resulting plan reflected this in Figure 3C River Village, illustrating that neighbourhood parks are at the centre of each neighbourhood, and are within a two minute walk of residents.

With respect to useable size, this OCP amendment would result in a reduction of 4,327 sq. m. of land from the area currently designated Neighbourhood Park and 43 sq. m. of land from the area currently designated Conservation. As discussed in the previous section, the smaller area of Neighbourhood Park land proposed will allow more residential floor space to be constructed on land and will decrease the open space opportunity for the immediate neighbourhood in the River Precinct.

Mitigating Impact of lesser Park Area: The Neighbourhood Park designation is proposed to be reduced by 4,327 sq. m. (1.07 acres) from 6,766 sq. m. (1.67 acres) to 2,439 sq. m. (0.6 acres). The resulting park area is still sufficient under the policy's area criteria. Further constraints on the use of the park have been minimized by shifting the statutory right of way to a location resulting in the least impact on the parkland development.

Furthermore, due to the grades on the development site, the applicant is unable to provide all the necessary amenity space for the future residents within the project. Therefore, in consultation with Parks, Recreation and Culture staff, the following mitigation measures are agreed to with the developer:

- The developer will not be required to provide all of the amenity on the development site; and
- The developer agreed to make a voluntary contribution of \$80,000 towards park development, including a child play area in the proposed Neighbourhood Park.

ii) Zoning Bylaw:

The proposal is to create a lot to be zoned RM-1 for a 19 unit townhouse development on the eastern portion of the subject site, with the remaining western portion being zoned P-1, RS-2 and RS-3 to accommodate a neighbourhood park and conservation area.

The maximum density or Floor Space Ratio (FSR) for the RM-1 Zone is 0.6. This project is proposed to be 0.55, which is less than the maximum permitted FSR. The Zone Amending Bylaw, as amended, is consistent with the proposed Medium/High Density Residential designation on the subject site.

iii) Off-Street Parking And Loading Bylaw:

Residential parking being provided complies with the requirement of two (2) spaces per townhouse unit ($2 \times 19 = 38$ spaces) and 0.2 spaces per townhouse unit of visitor parking ($0.2 \times 19 = 3.8$ rounded up to 4.0 spaces). As the parking requirement is in the range of 26 to 74, one (1) space is to be designed as universal parking.

There are 12 units with two side-by-side garage parking spaces and 7 units with one garage and one driveway space in a tandem arrangement. The long driveways for most of the units provide additional parking and aprons. A total of five (5) visitors parking spaces are provided.

According to the Zoning Bylaw, parking spaces in the driveway areas making being one of the two required parking spaces for a unit must be bounded by a landscaping buffer. The parking proposed to be provided has been determined to be sufficient for this development.

iv) Proposed Variances:

A Development Variance Permit application has been received for this project and involves the following relaxations:

- The front setback (Larch Avenue) is being relaxed from 7.5 metres to 4.2 metres for the west end unit and 4.5 for the east end unit. This is justified because these units are designed to have a fronting appearance to the street; and
- The rear setback is being relaxed from 7.5 metres to 3.0 metres for the west end unit and 4.5 for the east end unit. This is justified because the site has sloping restrictions that have been addressed through stepped retaining walls, increased side setbacks and more extensive site landscaping particularly in the southwest corner of the site to create sensitive grade transitions and better interfacing with the surrounding lands.

Initially, the applicant was also asking for variances on the height of retaining walls. Efforts have been made working between the applicant's Civil Engineer and the City Building Department to incorporate a series of shorter walls in the proposal to terrace down the slopes in question. Some minor variance may be required, but staff is satisfied that the more significant variance will no longer be necessary.

The requested variances, including any for retaining the proposed retaining walls, will be the subject of a future Council report.

v) Development Permits:

Pursuant to Section 8.7 of the OCP, a Multi-Family Development Permit application is required to ensure the current proposal enhances existing neighbourhoods with compatible housing styles that meet diverse needs, and minimize potential conflicts with neighbouring land uses.

Pursuant to Section 8.12 of the OCP, a Wildfire Development Permit Area application is required for all developments and building permits within areas identified as Wildfire Risk Areas. The purpose of the Wildfire Development Permit is to minimize the risk to property and people from wildfire urban interface hazards and to further reduce the risk of potential post-fire landslides and debris flows.

Pursuant to Section 8.9 of the OCP, a Watercourse Protection Development Permit application is required for all developments and building permits within 50 metres of the top of bank of all watercourses and wetlands. The purpose of the Watercourse Protection Development Permit is to ensure the preservation, protection, restoration and enhancement of watercourse and riparian areas.

Pursuant to Section 8.10 of the OCP, a Natural Features Development Permit application is required for all development and subdivision activity or building permits for:

- All areas designated Conservation on Schedule "B" or all areas within 50 metres of an area designated Conservation on Schedule "B", or on Figures 2, 3 and 4 in the Silver Valley Area Plan;
- All lands with an average natural slope of greater than 15 percent;
- All floodplain areas and forest lands identified on Schedule "C"

to ensure the preservation, protection, restoration and enhancement of the natural environment and for development that is protected from hazardous conditions.

vi) Advisory Design Panel:

The Advisory Design Panel (ADP) reviewed the form and character of the proposed development and the landscaping plans at a meeting held on June 20, 2018.(see Appendix E and F)

Following presentations by the project Architect and Landscape Architect, the ADP made the following resolution that:

That File No. 2013-087-DP be supported and the following concerns be addressed as the design develops and submitted to Planning staff for follow-up:

Landscape Comments:

1. *Reduce the mass of the fence along the East property line through a combination of reduced fence height, lattice and/or other feature and vary the type, colour and height of landscaping along the upper tiered wall;*
2. *Consider adding a fence with a locked gate between the pathway of buildings 15 and 16 to address CPTED concerns at the dead end;*
3. *Provide units 7, 8, 9 and 10 with stair access to the service road so it can function more as a trail and reduce CPTED concerns;*
4. *Move the backyard tree for units 16 -19 to the corner of the yard to provide more useable lawn space;*
5. *If possible, provide seating or other amenity features with paving bump out and benches. For example, planting between units 3, 4, 5 could be cut back at the service road to provide a seating/amenity area;*
6. *Show location of the future access from the development to the adjacent park;*
7. *Show guardrail or fencing along the edge of the retaining walls where required for safety;*
8. *Include a section of the West property line showing conditions between the service road and the adjacent park.*

Architectural Comments:

1. *Develop the elevations on the facades facing Larch Avenue. For example, articulation of varying materials;*
2. *Provide an improved materials palette and composition;*

3. *Revise the roof exposure facing the interior street to reduce the amount;*
4. *Consider a gate or fence to unite the Eastern and Western sections;*
5. *Provide a better balance between the stone pedestal and wood columns above;*
6. *Review the location of the door for the powder rooms;*
7. *Improve weather protection at front entrances.*

The ADP concerns have been addressed and are reflected in the current plans. Some additional detailing will be required in the final development permit plans. A full description of how these items were addressed and incorporated into the final design will be included in a future development permit report to Council.

vii) Development Information Meeting:

A Development Information Meeting was held at Eagles Hall on March 9, 2018. About a dozen people were reported by the applicant as attended the meeting, but not all wished to sign in. A summary of the main comments and discussions with the attendees was provided by the applicant and include the following main points:

- **Traffic:** Presently Larch Avenue is considered to be a raceway and adding more cars will create a dangerous situation in the neighbourhood.
- **Parking:** People apparently do not park in their garages, because they use them for storage. (**Developers comment:** The developer pointed out that visitor parking and long or wide driveways are being provided the reaction of some was people do not like to double park, but rather prefer to park on the street.)
- **Flooding:** Neighbours living below this proposed development are afraid of surface water coming into their property. (**Developer's response:** After explaining the proposed storm water drainage and storage system, they were satisfied.)

viii) Parkland Requirement:

A portion of the site is identified as a neighbourhood park in the Silver Valley Area Plan. After consultation the Parks, Recreation and Culture Department and the Environmental section, land to become active and passive (conservation) has been determined. The active park area is to be acquired by the City. As is discussed earlier in the report, the applicant has agreed to make a voluntary contribution in the amount of \$80,000 towards the construction of a child play in the park.

Therefore, the townhouse development is being situated along the eastern portion of the site to respect both ground truthing for the conservation area and to allow land suitable for the neighbourhood park serving the wider area of the River Hamlet to be developed.

5) Environmental Implications:

The proposed terracing concept for the retaining walls achieves the intent of the City Hillside Management Policies as well as satisfying the Natural Features Protection development permit area objectives and guidelines. This allows for the greening up of the slopes in between terrace walls. The City will need a basic planting plan for these terrace areas included in the development permit governing form, character and guidelines for this project. Any restrictive covenant for the extreme southwest corner of the parcel to protect the area being redesignated from Conservation to Medium/High Density Residential, will be assessed and determined as part of the third reading conditions.

6) Interdepartmental Implications:

i) Engineering Department:

A Rezoning Servicing Agreement will be necessary to address servicing deficiencies for this project. These will include: widening and improvement to the fronting road (paving, sidewalks, lighting, street trees, etc.), underground wiring and the conversion of existing overhead utilities, submission of a geotechnical study, ESC plans, Statutory Right of way to be registered for services and the submission and approval of typical civil engineering plans with fess and securities.

ii) Parks & Leisure Services Department:

The reduced park area for the proposed River Village neighbourhood park identified in the Silver Valley Plan is acceptable along with the voluntary contribution offered as described earlier in the report. Collection of the voluntary contribution and the acquisition of the neighbourhood park land (not the Conservation Area) are to be addressed as third reading conditions.

iii) License, Permits and Bylaws Department:

Comments concerning the compliance with the City Hillside Policy respecting the placement and height of retaining walls and site grading have been addressed. Remaining matters such as a Geotechnical Engineer confirming the feasibility of the stormwater management strategy, its registration as a covenant on title and securing the storm and sanitary sewer services serving the development through the park will be addressed as third reading conditions.

iv) Fire Department:

General comments were provided concerning matters such as Construction Fire Safety, access and turnarounds, accessible hydrant connections, visible addressing and advice on the safe building demolition and removal of building materials. These are either in compliance in the drawings submitted and reviewed to date or will be assessed at the building permit stage for compliance.

7) School District No. 42 Comments:

Pursuant to Section 476 of the *Local Government Act*, consultation with School District No. 42 is required at the time of preparing or amending the OCP. A referral was sent to School District No. 42 on August 15, 2016 and their response on September 1, 2016 was:

- The proposed amendment to the OCP would affect the student population for the catchment area currently serviced by Yennadon Elementary School and Garibaldi Secondary School.
- Yennadon Elementary has an operating capacity of 545 students. For the 2015-16 school year the student enrolment is 574 students (105.35% utilization) including 114 students from out of the catchment area.
- Garibaldi Secondary School has an operating capacity of 1050 students. For the 2015-16 school year the student enrolment is 688 students (65.49% utilization) including 348 students from out of the catchment area:

8) Intergovernmental Issues:

i) Local Government Act:

An amendment to the OCP requires the local government to consult with any affected parties and to adopt related bylaws in compliance with the procedures outlined in Section 477 of the *Local Government Act*. The amendment required for this application, (shifting and reflecting ground-truthing for the boundary between the Medium/Hight Residential and Neighbourhood Park

Designations), is considered to be minor in nature. It has been determined that no additional consultation beyond existing procedures is required, including referrals to the Board of the Regional District, the Council of an adjacent municipality, First Nations, the School District or agencies of the Federal and Provincial Governments.

The amendment has been reviewed with the Financial Plan/Capital Plan and the Waste Management Plan of the Greater Vancouver Regional District and determined to have no impact.

CONCLUSION:

It is recommended that first and second reading be given to OCP Amending Bylaw No. 7526-2018, that second reading be given to Zone Amending Bylaw No. 7068-2014, as amended, and that application 2013-087-RZ be forwarded to Public Hearing.

“Original signed by Adrian Kopystynski”

Prepared by: **Adrian Kopystynski, MCIP, RPP, MCAHP
Planner**

“Original signed by Valoree Richmond”

Reviewed by: **Valoree Richmond
Manager of Parks Planning & Development**

“Original signed by Brent Elliott” for

Reviewed by: **Christine Carter, M.PL, MCIP, RPP
Director of Planning**

“Original signed by Frank Quinn”

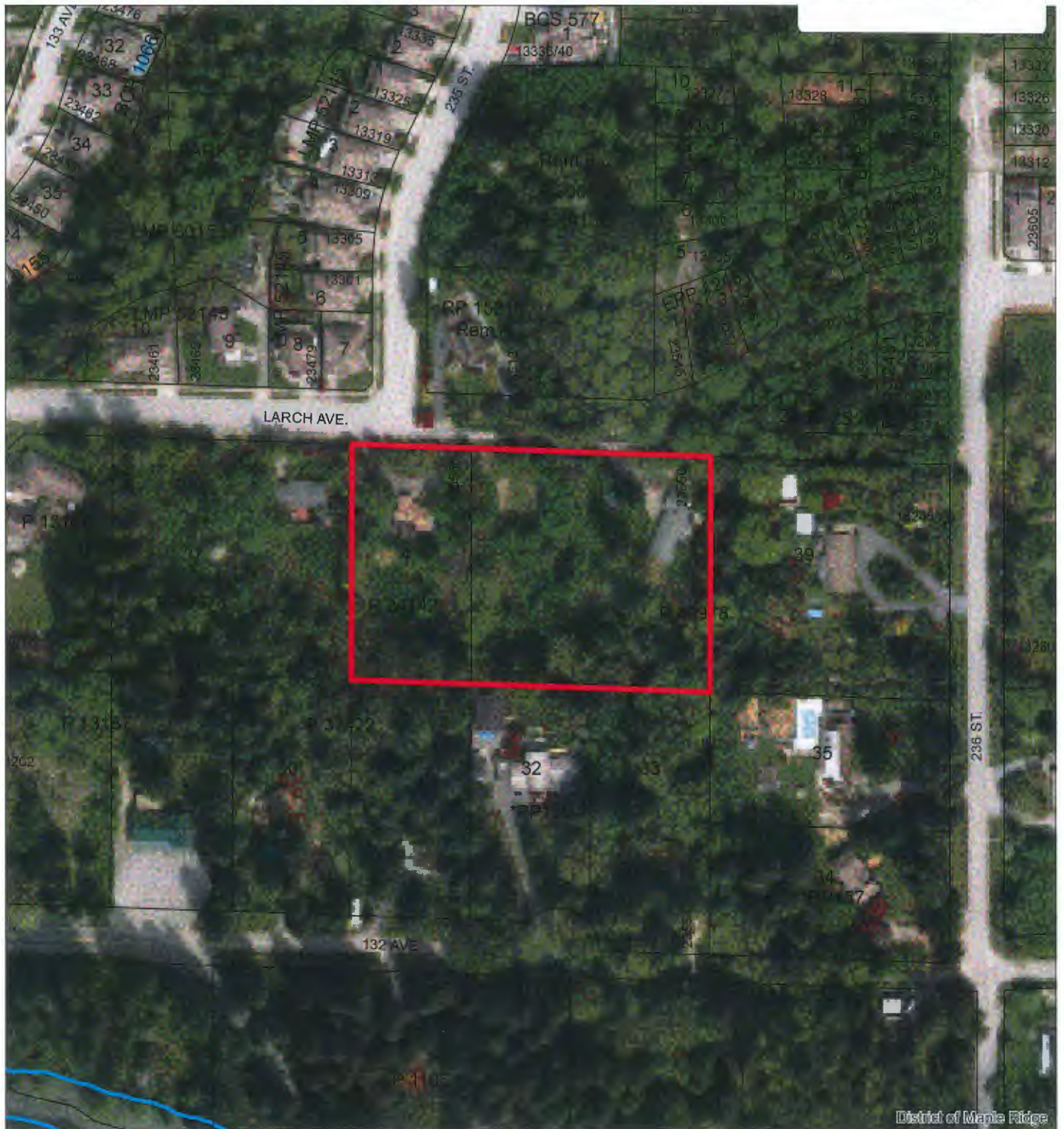
Approved by: **Frank Quinn, MBA, P.Eng
GM Public Works & Development Services**

“Original signed by Paul Gill”

Concurrence: **Paul Gill, CPA, CGA
Chief Administrative Officer**

The following appendices are attached hereto:

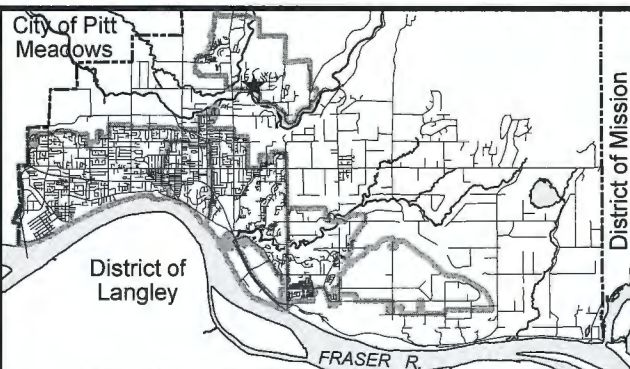
Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – OCP Amending Bylaw No. 7526-2018
Appendix D – Zone Amending Bylaw No. 7068-2014
Appendix E – Site Plan
Appendix F – Elevations and Parking Plans
Appendix G – Landscape Plan
Appendix H – Renderings



23500/23550 Larch Ave



Scale: 1:2,000



**CORPORATION OF
THE DISTRICT OF
MAPLE RIDGE**
FINANCE DEPARTMENT

DATE: Sep 6, 2013

2013-087-RZ

BY: JV

CORPORATE OFFICER





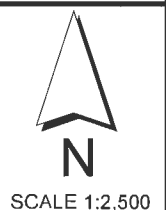
MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7526-2018

Map No. 992

Purpose: To Amend Figure 4 of the Silver Valley Area Plan as shown

-  To Remove from Conservation
-  To Remove from Neighbourhood Park



CITY OF MAPLE RIDGE

BYLAW NO. 7068-2014

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. 7068-2014."

2. Those parcels or tracts of land and premises known and described as:

Lot 4 Section 28 Township 12 New Westminster District Plan 24142
Lot 38 Section 28 Township 12 New Westminster District Plan 40978

and outlined in heavy black line on Map No. 1613 a copy of which is attached hereto and forms part of this Bylaw, are hereby rezoned to RM-1 (Townhouse Residential) and P-1 (Park and School).

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

READ a first time the 8th day of April, 2014

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



2013-087-RZ Rezoning and Development Permit Application

23500 and 23550 Larch Avenue Properties rezoned to Park and Conservation Area and Part of 23550 Larch to Townhouse Development, RM-1, 19 three bedroom Units

Content

of this rezoning and development permit application

Architectural

Master Architect Inc.

- A1. Front and Side Elevations
- A2. Site Plan and Statistics
- A3. Subdivision Plan and Control (this sheet)
- A4. Elevation of Site
- A5. Elevation of Site
- A6. Unit 1, Plans, Sections, Elevations
- A7. Unit 2, Plans, Sections, Elevations
- A8. Unit 3, Plans, Sections, Elevations
- A9. Unit 4, Plans, Sections, Elevations
- A10. Main Street, Site Sign, Street Lights & Miscellaneous
- A11. Parking: Site Plan with highlighted parking stalls

Landscaping

PAUL Landscape Architects Ltd.

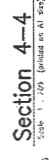
- L1. Coloured Landscape Plan
- L2. Landscape Plan
- L3. Landscaping Plan
- L4. Site Grading Plan

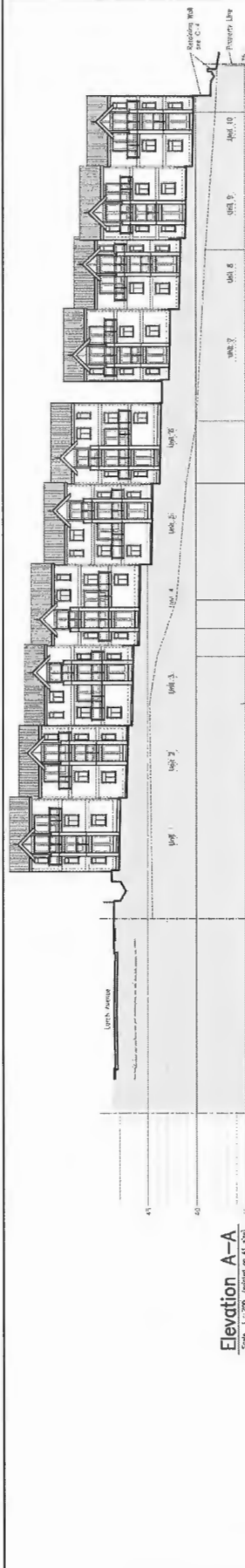
Legal Description

Development Area: Greater Vancouver Regional District, Municipality of Maple Ridge
 Part of Lot 4, Plan 24142 and part of Lot 38, Plan 24142, both lie within the Greater Vancouver Regional District, Municipality of Maple Ridge

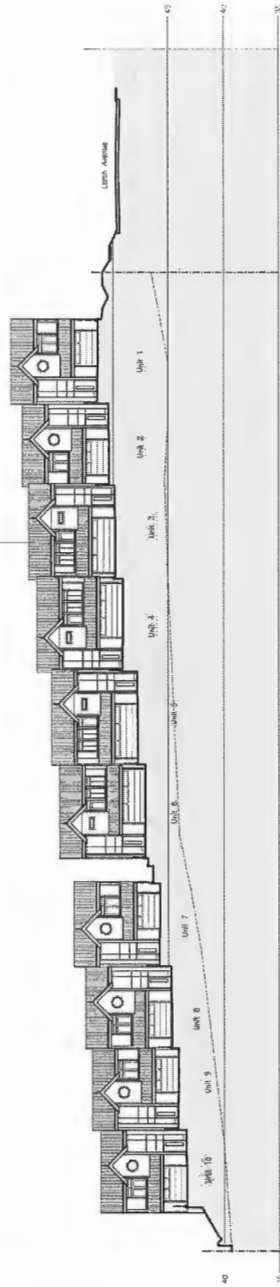
APPENDIX E

Revisions		Details
Rev	Date	
1	14 Mar 16	Add B-D.
2	20 May 16	Control to
3	12 Jun 16	Enlist to
4	8 May 17	Change in
		Location at
5	30 Feb 18	August 18
6	6 July 18	Adjust to
		changed.

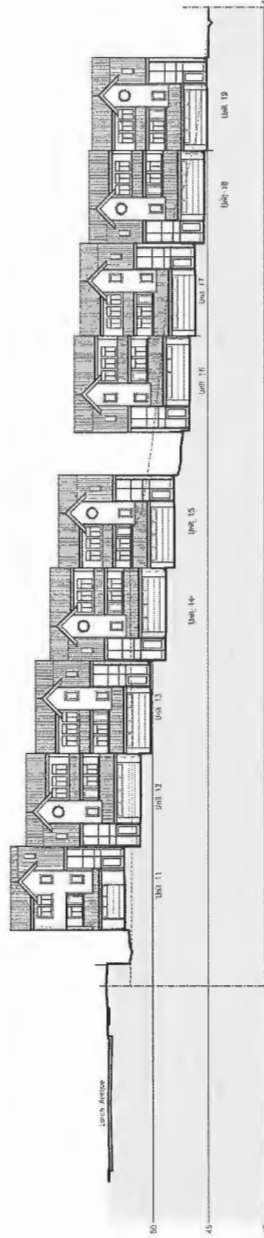
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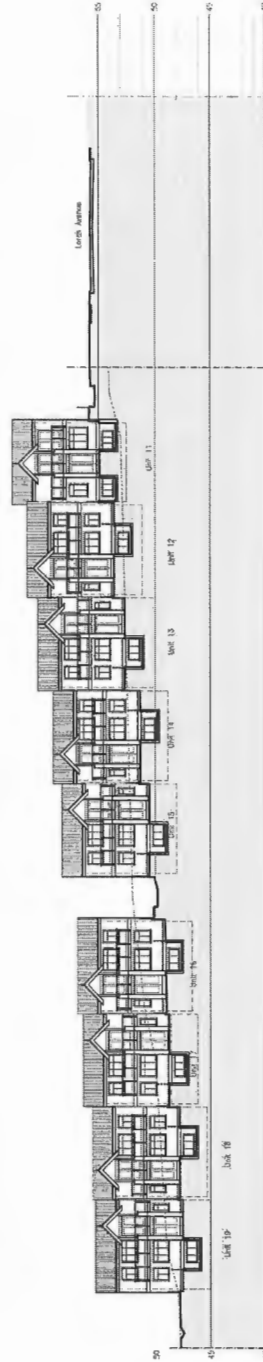
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Elevation B-B
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Elevation C-C
Scale: 1" = 20' (printed on A1 sheet)



Elevation D-D
Scale: 1" = 20' (printed on A1 sheet)

Revisions	Drawings
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458	10 Aug 16
459	11 Aug

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pmg
LANDSCAPE ARCHITECTS
3800 C/O - 4705 8th Ave. S.W.
VANCOUVER, BC V6Z 2K4
P: 604.264.0211 F: 604.264.0222

SCALE

APPENDIX G

PROJECT
TOWNHOUSE DE
23500-23550 LARCH
MAPLE RIDGE, BC

APPLICATION NO. 2013.087.1
DRAWING TITLE
LANDSCAPE
PLAN

DATE 11/01/18
SCALE 1/2"=1'-0"
DRAWN ED
DESIGN ED
CHECKED MCY

PWG PROJECT NUMBER 16-020

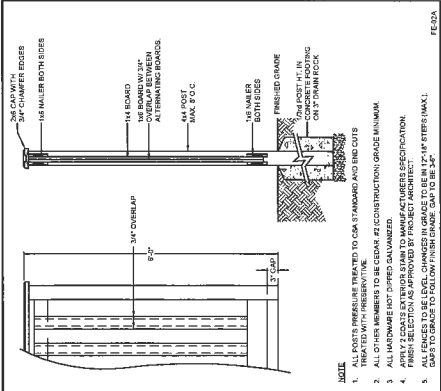
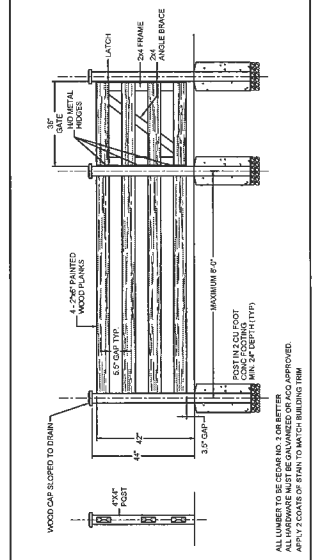
OF 3

LARCH AVENUE



PLANT SCHEDULE	THES	PLANTED REF. LITERATURE
1. ACER GINNA 'FLAME'	1. ACER GINNA 'FLAME'	1. ACER GINNA 'FLAME'
2. ACER PALMATA 'BLOODGOOD'	2. ACER PALMATA 'BLOODGOOD'	2. ACER PALMATA 'BLOODGOOD'
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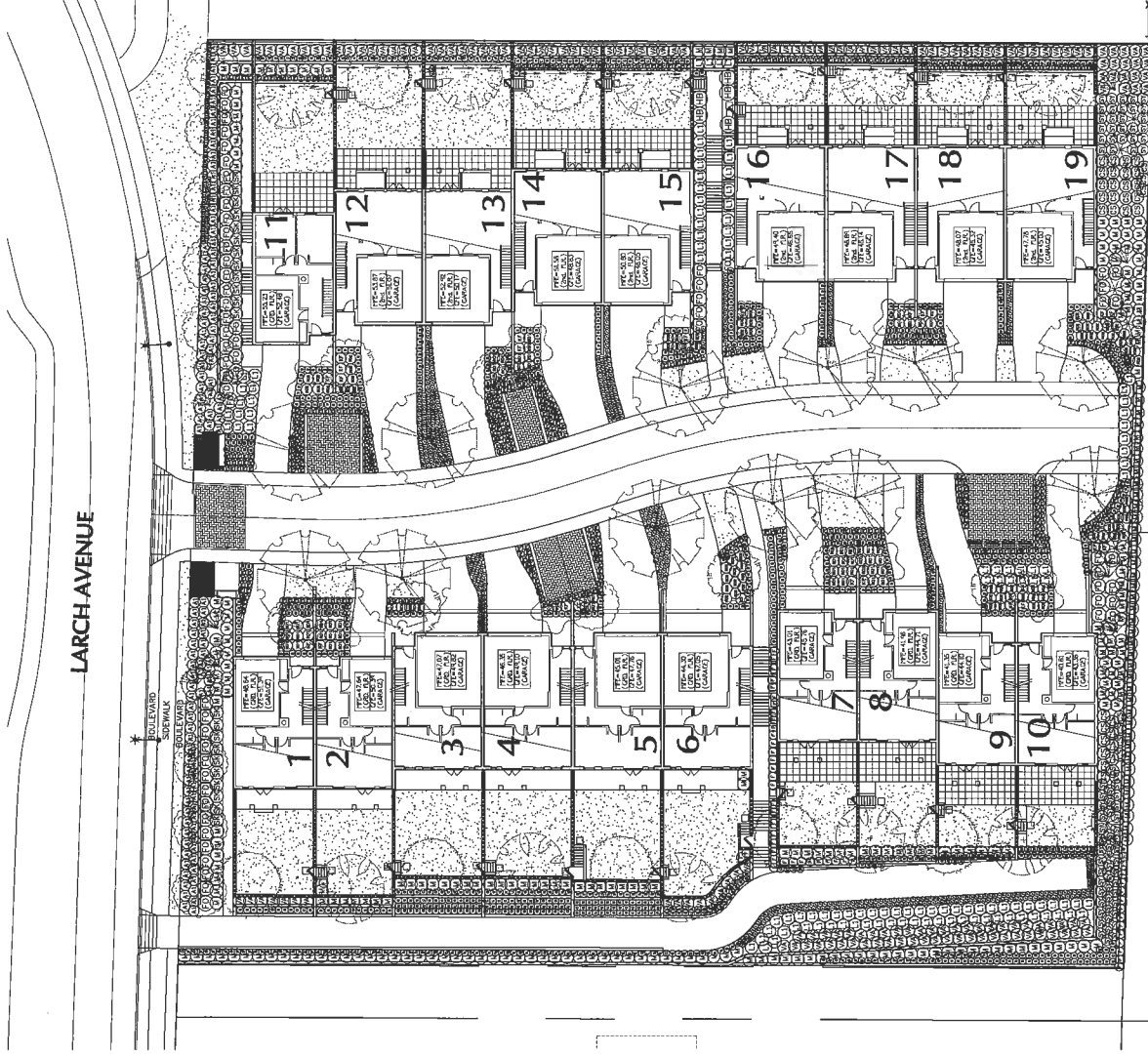
PROJECT:
TOWNHOUSE DEVELOPMENT
23500-23550 LARCH AVENUE
MAPLE RIDGE, BC

APPLICATION NO. 2018-087-02

DRAWING TITLE:

LANDSCAPE
SHRUB PLAN

DATE: 14-MAY-18
SCALE: 1:200
DRAWN: DO
DESIGN: DO
CHECK: MCK
PROJECT NUMBER: 16-020
DRAWING NUMBER: L2
OF 3



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Sunset Architectural Inc. 75 West 20th Avenue Vancouver, B.C. V2C 2Z2 604-681-8701 www.sunsetarchitectural.com		
2013-087-RZ Larch Avenue Townhouses 2450-2550 Larch Avenue, Northridge, B.C. 1000 sq. ft. 1000 sq. ft. 1000 sq. ft. 75 West 20th Avenue, Vancouver, B.C. V2C 2Z2		
Rendered Elevations		
Scale:	1/8" = 1'-0"	July 6, 2018
Project Number:	1003	Sheet Number:
Drawn By:	DAM	Sheet 1 of 13

facing Backyards

facing Frontyards



TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer

MEETING DATE: February 19, 2019
FILE NO: 2016-109-DVP
MEETING: C o W

SUBJECT: Development Variance Permit
21137 River Road

EXECUTIVE SUMMARY:

Development Variance Permit application 2016-109-DVP has been received for the subject property, located at 21137 River Road, in conjunction with a rezoning application. The requested variance is to:

- Reduce the road carriage width for an Urban Collector standard from 20 m (66 ft.) to 18 m (59 ft.).

Council will be considering final reading for rezoning application 2016-109-RZ on February 26, 2019.

It is recommended that Development Variance Permit 2016-109-DVP be approved.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2016-109-DVP respecting property located at 21137 River Road.

DISCUSSION:

a) Background Context

Applicant:	Mayur Mehta
Legal Description:	Lot 224 District Lot 249 Group 1 New Westminster District Plan 44587
OCP:	
Existing:	Urban Residential
Zoning:	
Existing:	RS-1 (One Family Urban Residential)
Proposed:	RT-1 (Two Family 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-1 (One Family Urban Residential)
	Designation:	Urban Residential
West:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential

Existing Use of Property: Single Family Residential
Proposed Use of Property: Two Family Residential (Duplex)
Site Area: 794 m² (8,547 ft²)
Access: River Road
Servicing requirement: Urban Standard

b) Project Description:

The current application proposes to rezone the subject property from RS-1 (One Family Urban Residential) to RT-1 (Two Family Urban Residential), to permit the development of a duplex. The subject property is 794 m² (8,547 ft²) in area and is bound by single family residential lots. The property is flat with a row of hedges fronting River Road. The subject property is now vacant.

c) Variance Analysis:

The Zoning Bylaw establishes general minimum and maximum regulations for single family development. A Development Variance Permit allows Council some flexibility in the approval process.

The requested variances and rationale for support are described below:

1. Subdivision and Development Services Bylaw No. 4800-1993, Schedule A – Services and Utilities:

- To reduce the road carriage width for an Urban Collector standard from 20 m (66 ft.) to 18 m (59 ft.) for this section of River Road.

An 18 m (59 ft.) road carriage width is sufficient for River Road, as the existing level of service currently provided by the road network is adequate. Any upgrades to the road network in the future can be constructed within the current 18 m carriage width. The applicant is also providing road dedication in the amount of 2.1 m (6.9 ft.) along the subject property frontage to align with the adjacent properties to the east.

d) Citizen/Customer Implications:

In accordance with the *Development Procedures Bylaw No. 5879-1999*, notice of Council consideration of a resolution to issue a Development Variance Permit was mailed to all owners or tenants in occupation of all parcels, any parts of which are adjacent to the property that is subject to the permit.

CONCLUSION:

The proposed variance is supported because it is consistent with similar variances previously supported for the area, and will allow development in the area to occur in a consistent manner.

It is therefore recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2016-109-DVP.

"Original signed by Adam Rieu"

Prepared by: **Adam Rieu**
Planning Technician

"Original signed by Christine Carter"

Reviewed by: **Christine Carter, M.PL, MCIP, RPP**
Director of Planning

"Original signed by Frank Quinn"

Approved by: **Frank Quinn, MBA, P.Eng**
GM Public Works & Development Services

"Original signed by Frank Quinn" for

Concurrence: **Paul Gill, BBA, CPA, CGA**
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

211 ST.

FRASERVVIEW ST.

SUBJECT PROPERTY

RIVER RD

RIVER WYND

212 ST.

21137 RIVER ROAD

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

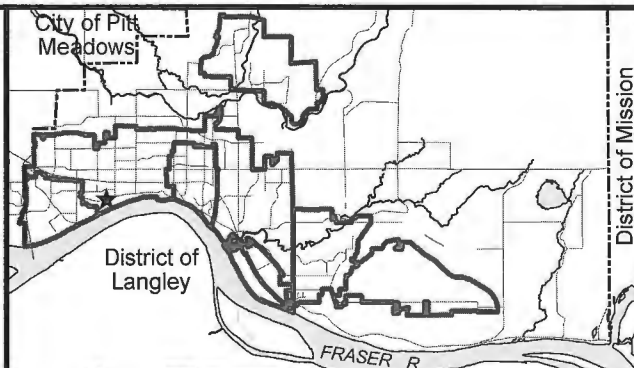
mapleridge.ca

FILE: 2016-109-VP
DATE: May 15, 2017

BY: PC



Scale: 1:1,500

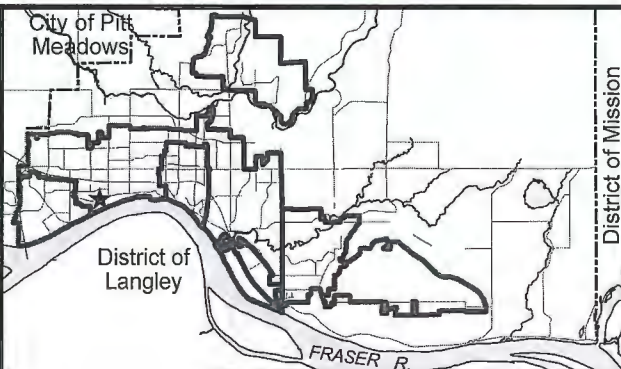




Aerial Imagery from the Spring of 2016



Scale: 1:1,500



21137 RIVER ROAD

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2016-109-VP
DATE: May 15, 2017

BY: PC

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer

MEETING DATE: February 19, 2019
FILE NO: 2018-448-RZ
MEETING: C o W

SUBJECT: First Reading
Maple Ridge Heritage Designation and Revitalization and Tax Exemption
Agreement Bylaw No. 7532-2019
12061 Laity Street

EXECUTIVE SUMMARY:

An application for the property located at 12061 Laity Street (Appendix A and B) has been received for a Heritage Designation and Revitalization and Tax Exemption Agreement (Appendix C). Under Section 610 of the *Local Government Act*, Council may by bylaw enter into a Heritage Revitalization Agreement (HRA). This bylaw may also rezone lands and vary the regulations of zoning, parking and other bylaws. Therefore, the HRA bylaw encompasses the rezoning and variances being requested.

This site contains a heritage building known as the Gillespie House. This residence is identified in the Maple Ridge Heritage Inventory. The proposal is to shift the location of the Gillespie House closer to Laity Street, undertake its conservation and in exchange for its conservation to allow three (3) additional dwellings in the form of courtyard housing based on the RT-2 (Ground-Oriented Residential Infill) Zone. To proceed further with this application additional information is required as outlined below.

The HRA Bylaw (Appendix C) contains the Heritage Conservation Plan (HCP) (Appendix C Schedule C) prepared by a consultant recognised by the Canadian Association of Heritage Professionals (CAHP), which is based on the *Standards and Guidelines for the Conservation of Historic Places in Canada* (the Standards). These standards were adopted by Council on March 24, 2009 and have been applied consistently to guide the conservation of all protected heritage properties in Maple Ridge.

This HCP describes:

- The historical significance of the Gillespie House (Statement of Significance or SOS);
- The works required to successfully move and then conserve the Gillespie House; and
- The character for the three (3) additional and new buildings to be compatible, yet distinct in from the Gillespie House, all within a broader Courtyard Residential design.

The approval process is the same as for zone amending bylaws, requiring four (4) bylaw readings, a Public Hearing between second and third reading and addressing terms and conditions before adoption. Issuance of a development permit for the three (3) Courtyard units and a heritage alteration permit will occur concurrently with final adoption.

The Community Amenity Contribution program contains a provision that the provision of a specific amenity, rather than a cash-in-lieu contribution may also be considered by Council to satisfy this policy requirement. One of the amenities listed in the policy is heritage conservation. Therefore, this project is not subject to the contribution.

RECOMMENDATIONS:

That Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No 7532-2019 be given first reading; and

That the applicant provide further information as described on Schedule D of the Development Procedures Bylaw No. 5879-1999 and Schedules B and C of the Maple Ridge Heritage Procedures Bylaw 6951-2012.

DISCUSSION:

a) Background Context:

Applicant:	Casa Realty Investments
Legal Description:	Lot 130 District Lot 242 Group 1NWD Plan 47517 (In Urban area boundary)
OCP:	
Existing:	Urban Residential
Proposed:	Urban Residential
Zoning:	
Existing:	RS-1 (One Family Urban Residential)
Proposed:	Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019 , which is based on RT-2 (Ground-Oriented Residential Infill)
Surrounding Uses:	
North:	Use: Residential Zone: RS-1 (One Family Urban Residential) Designation: Urban Residential
South:	Use: Residential Zone: RS-1 (One Family Urban Residential) Designation: Residential
East:	Use: Residential Zone: RS-1 (One Family Urban Residential) Designation: Urban Residential
West:	Use: Residential Zone: RS-1 (One Family Urban Residential) Designation: Urban Residential
Existing Use of Property:	Residential
Proposed Use of Property:	Courtyard Residential
Site Area:	0.128 HA. (0.32 acres)
Access:	12061 Laity Street
Servicing requirement:	Urban Standard

b) Site Characteristics:

The subject site located at 12061 Laity Street (Appendix A and B) contains a heritage building known as the Gillespie House. The property is flat and has ornamental-type trees in the front and side yards, with some coniferous trees in the rear.

c) Project Description:

The proposal is for a four-unit (4) Courtyard residential project (Appendix D), where one (1) of the units will be the existing Gillespie House (197.8 sq. m. or 2,129 sq. ft.). It is proposed that the residence be moved from its current location on the property to be more visible from Laity Street.

Three (3) new dwelling units are proposed. One will be a single unit facing Laity Street with a driveway into the site separating it from the Gillespie House. The driveway leads to a courtyard area, with a building with two new units to the rear. The buildings are of a modest design, ranging between 263.3 and 267.9 sq. m. (2,834 sq. ft. and 2,884 sq. ft.), borrowing design elements from the Gillespie House to be compatible, yet different enough to be distinct from the Gillespie House. More design details will be available after first reading.

The applicant proposes that the project be done in two phases:

- **Phase 1:** Within 18 months of Council adopting the HRA Bylaw, the Gillespie House will be moved under the supervision of the Heritage Professional and placed on a new foundation closer to Laity Street; and
- **Phase 2:** Once the conservation works on the Gillespie House are completed, the applicant will proceed with the development of the three (3) remaining units for the courtyard residential project.

An HRA Bylaw will govern the conservation works and no rezoning will be required. The HRA Bylaw will apply the RT-2 (Ground-Oriented Residential Infill) Zone. Necessary Variances for this project will be included in the HRA Bylaw.

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 a further report will be required prior to Second Reading. Such an assessment may result in some changes to the agreement language, and will require applications for a development permits and for a heritage alteration permit.

d) Planning Analysis:

Official Community Plan:

The project fully complies with the policies in the OCP to conserve and protect heritage assets in the City as follows:

Policy 4 – 40: Maple Ridge will encourage the conservation and designation of significant heritage structures, and natural and cultural landscape features in each neighbourhood.

Policy 4 – 44: Maple Ridge will endeavour to use tools available under Provincial legislation more effectively to strengthen heritage conservation in the District. Other planning tools will also be

utilized where appropriate to establish a comprehensive approach to heritage management in the District.

Staff comment: The Heritage Professional has concluded that the Gillespie House is significant for its association with interwar development and the Late Craftsman styling detailing popular in the greater Haney neighbourhood. The Heritage Revitalization Agreement is the most effective tool to achieve the conservation of the Gillespie House and to accommodate the proposed Courtyard residential development.

Secondary to the heritage policies, the proposed development is also consistent with other policies such as OCP Policy 3 – 18 to increase densities on Major Road Corridors (Laity Street) in the urban area; OCP Policy 3 – 20 to encourage infill development with projects like the one proposed; and OCP Policy 3 – 21 to give particular attention to conservation of Heritage buildings that contribute to the unique character of a neighbourhood.

Therefore, the project is fully in compliance with the OCP.

Heritage Strategic Plan:

The Heritage Strategic Plan contains a series of strategies and accompanying Actions respecting the management of heritage assets in Maple Ridge. The following Actions under Strategy 2: Heritage Management and Strategy 4: Historic Communities apply:

- Develop an enhanced heritage incentives program, using tools enabled under provincial legislation.
- Conserve heritage resources in each historic community.
- Plan for the development of sustainable and vibrant neighbourhoods by building on the character, amenities and historic infrastructure of existing neighbourhoods.

Staff Comment: The Gillespie House represents the style of housing prevalent in the greater Haney neighbourhood in the interwar period, while retaining details that were not ordinary reflected due to the economic austerity in that period. The proposed development not only facilitates retention, but will result in a project that takes on some of the element of the Gillespie House to build character and enhance the vibrancy of the surrounding neighbourhood.

The proposal is fully in compliance with the Heritage Strategic Plan.

HRA Bylaw:

The Gillespie House situated at 12061 Laity Street has been identified in the Maple Ridge Heritage Inventory for conservation due to its heritage value and heritage character. Therefore, the property is proposed to be subject to Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019 (HRA Bylaw). This bylaw has the following components:

1. **Conservation Component:** The Gillespie House will undergo conservation works in accordance with a Heritage Conservation Plan. This Plan is attached to the HRA Bylaw No. 7532-2019 (see Appendix C, Schedule C). The proposed conservation works are fully in compliance with the Standards and Guidelines for the Conservation of Historic Places in Canada.
2. **Rezoning Component:** The HRA Bylaw will over-ride the existing RS-1 (One Family Urban Residential) Zone to apply RT-2 (Ground-Oriented Residential Infill) Zoning regulations as

varied by the HRA. In exchange for conserving the heritage residence, the HRA bylaw provides for the RT-2 (Ground-Oriented Residential Infill) Zone to be applied to the lands (Appendix C Schedule F) as follows:

- The RT-2 zone will allow four (4) dwelling units, one of which is the Gillespie House, on the subject site as a Courtyard Residential development; and
 - HRA proposes to vary the zone requirement for setback and allowing up to 50 sq. m. of basement area per dwelling to be exempted from the Floor Space Ratio (FSR) calculation. This is a provision from the RM-1 Zone that the applicant is requesting apply in exchange for the efforts to conserve the Gillespie House. This is supported by staff.
3. Heritage Designation Component: The Gillespie House and the portion of the subject site upon which it is located will become a Designated Heritage Site (Appendix C Schedule G) under the provisions of the Local Government Act Section 611. This provides certain protection such as preventing demolitions and benefits such as financial incentives; and
4. Heritage Tax Exemption Component: Through designation, the Gillespie House may be granted a municipal tax exemption for a fixed time period (5 years being proposed) under the Community Charter Act Section 225.

Permit Requirements:

Form and Character Development Permit:

Pursuant to Section 8.7 of the OCP, a Multi-Family Development Permit application is required for the 3 courtyard units to ensure the current proposal enhances existing neighbourhoods with compatible housing styles that meet diverse needs, and minimize potential conflicts with neighbouring land uses.

This permit will apply to the design of the three courtyard units, parking and site landscaping, including any stormwater management incorporated into the landscaping.

Heritage Alteration Permit:

Pursuant to Section 15 of the Maple Ridge Heritage Procedures Bylaw 6951-2012, a Heritage Alteration Permit application is required for all heritage conservation projects.

Advisory Design Panel:

The Multi-Family Development Permit is required to be submitted for review by the Advisory Design Panel prior to Second Reading. The submission will include information about the conservation of the Gillespie House in assessing form and character in the context of the Character Defining Element

Development Information Meeting:

A Development Information Meeting is not required for this application because the project has less than the number of units requiring such a developer-held meeting in Council Policy 6.20 and is compliant with the OCP.

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) Parks Department;
- f) School District;
- g) Utility companies; and
- h) 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 requirements has 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:

1. A complete Heritage Revitalization Agreement Application (Schedule B in accordance with the Maple Ridge Heritage Procedures Bylaw No. 6951-2012);
2. A Heritage Alteration Permit Application (Schedule C in accordance with the Maple Ridge Heritage Procedures Bylaw No. 6951-2012);
3. A Multi-Family Residential Development Permit Application (Schedule D in accordance with the Development Procedures Bylaw No. 5879-1999 as amended).

In addition, landscaping plans coordinating the two phases of the development and incorporating Tier A of the site's stormwater management plan is required to be submitted. Minor changes in the Agreement may be necessary once the additional information is submitted and reviewed by the City.

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

CONCLUSION:

This Heritage Revitalization Agreement application proposes to conserve the Gillespie House by moving the residence to a more prominent location on its historic parcel to allow for greater appreciation from the public realm. In exchange for its conservation, the developer will gain three (3) new dwelling units, incorporated with the relocated Gillespie House, to result in a Courtyard Residential Development. This increase in density is consistent with the infill policies of the OCP.

This development is to have a design that is sensitive both to the heritage character of the Gillespie House and is compatible with the surrounding residential neighbourhood. A sensitive infill development will be achieved through the development permit and heritage alteration permit associated with the approval of the HRA Bylaw. This will achieve the applicable strategies in the Maple Ridge Heritage Strategic Plan.

This proposal is in compliance with the OCP; therefore, it is recommended that Council grant First Reading subject to additional information being provided and assessed prior to Second Reading.

"Original signed by Adrian Kopystynski"

Prepared by: **Adrian Kopystynski, MCIP, RPP, MCAHP
Planner**

"Original signed by Christine Carter"

Reviewed by: **Christine Carter, M.PL, MCIP, RPP
Director of Planning**

"Original signed by Frank Quinn"

Approved by: **Frank Quinn, MBA, P. Eng
GM Public Works & Development Services**

"Original signed by Paul Gill"

Concurrence: **Paul Gill, BBA, CPA, CGA
Chief Administrative Officer**

The following appendices are attached hereto:

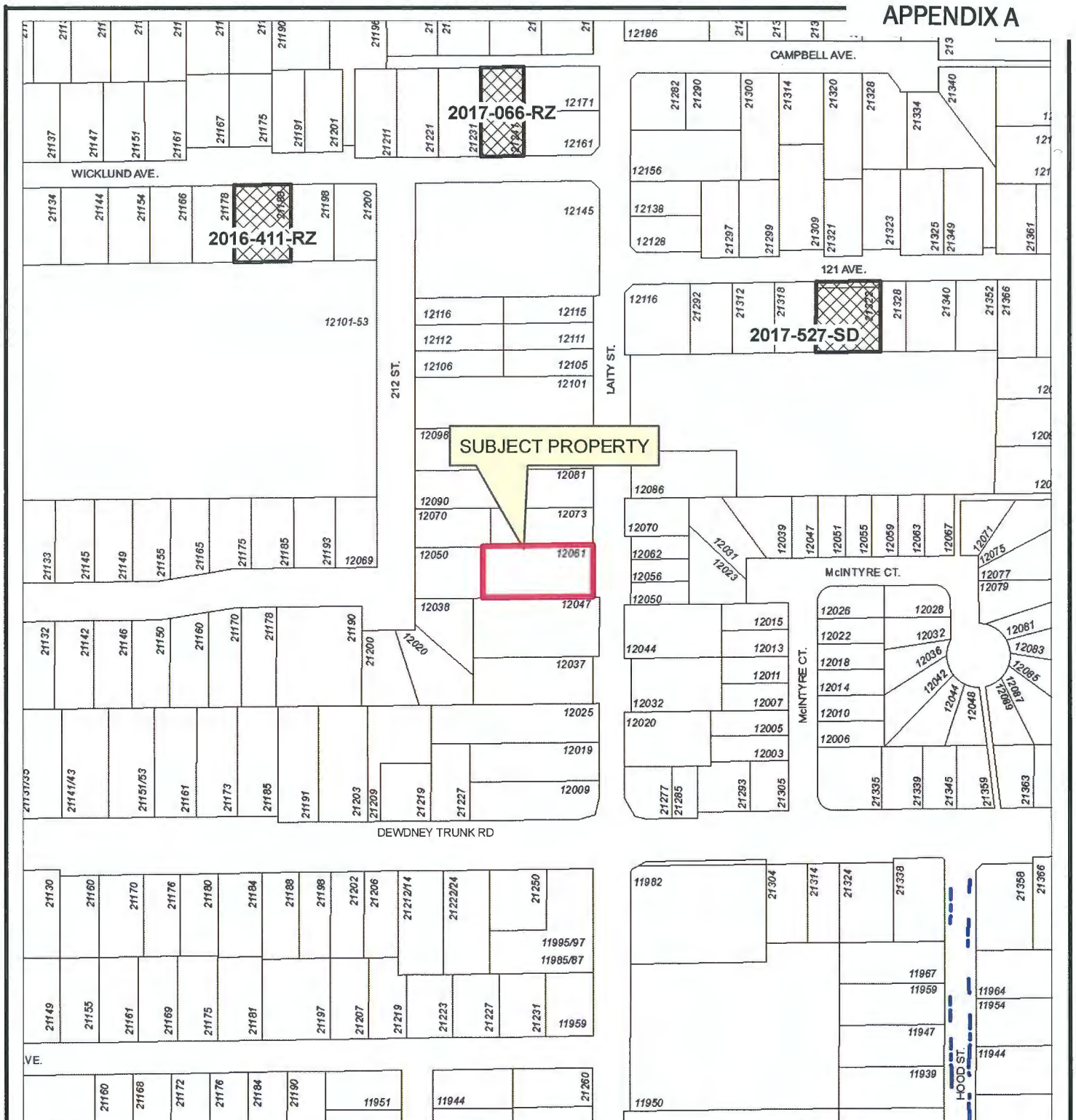
Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement
Bylaw No. 7532-2019

Appendix D – Site Plan and elevations

APPENDIX A



Scale: 1:2,500

Legend

 Ditch Centreline

12061 LAITY ST

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

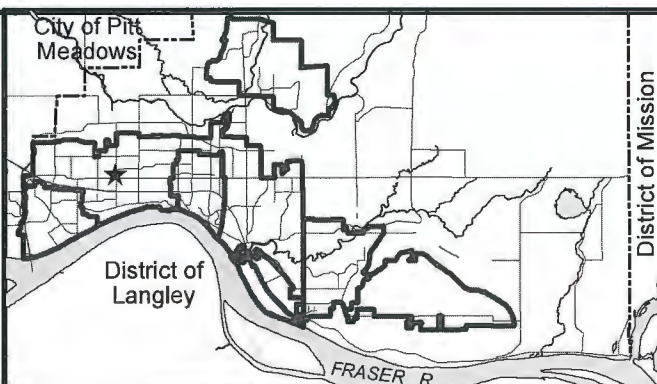
FILE: 2018-448-DP

DATE: Oct 30, 2018

BY: RA



Scale: 1:2,500



12061 LAITY ST

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2018-448-DP
DATE: Oct 30, 2018

BY: RA

**CITY OF MAPLE RIDGE
BYLAW NO. 7532-2019**

A Bylaw to designate a property as a heritage property under Section 967 of the *Local Government Act* and to enter into a Heritage Revitalization Agreement under Section 966 of the *Local Government Act* and to grant a Tax Exemption under Section 225 of the *Community Charter*

WHEREAS the Municipal Council of the City of Maple Ridge considers that the property located at 12061 Laity Street, Maple Ridge, B.C. has heritage value and heritage character and that certain portions of the land and the building on the Property known as “the Gillespie House” should be designated as protected under section 967 of the *Local Government Act*;

AND WHEREAS the City of Maple Ridge and 1103625 BC Ltd. Inc. No. BC 1103625 (“the Owners”) wish to enter into a Heritage Revitalization Agreement for the property;

AND WHEREAS the Municipal Council of the City of Maple Ridge wishes to exercise its discretion under section 225 of the *Community Charter* to exempt the designated portion of the property from municipal property taxation subject to the terms of an exemption agreement;

AND WHEREAS the City of Maple Ridge has provided notice of a proposed tax exemption bylaw in accordance with section 227 of the *Community Charter*;

AND WHEREAS the Owners of the Property intend to have a strata titled development of the Property and has agreed that in order to ensure the protection of the heritage value and heritage character of the of the Property, certain provisions must be in place, including the requirement for notice to be placed on title to any strata lots created by the filing of a strata plan in respect of all or part of the Property;

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

Citation

- 1.1 This Bylaw may be cited as “Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019”.

Interpretation

- 2.1 In this Bylaw, the terms “heritage value”, “heritage character” and “alter” have the corresponding meanings given to them in the *Local Government Act*.

Heritage Revitalization and Tax Exemption Agreement

- 3.1 The City of Maple Ridge enters into a Heritage Revitalization and a Tax Exemption Agreement (the “Agreement”) with the registered owners of the properties located at 12061 Laity Street, Maple Ridge and legally described as:

PID: 006-199-704

Lot 30 District Lot 242 Group 1 New Westminster District Plan 47517

(the “Property”).

- 3.2 The Mayor and Corporate Officer are authorized on behalf of the City of Maple Ridge Council to sign and seal the Agreement in the form attached as Appendix “1” to this Bylaw.
- 3.3 Subject to all of the terms and conditions set out in the Agreement, the Designated portion of the Property on which is located the “Existing Heritage Building”, as described in the Agreement, shall be exempt from City property taxation for a term of five (5) years effective from the date on which the Agreement comes into force.

- 4.1 Council hereby designates the “Existing Heritage Building”, as described in the Agreement and that portion of the Property containing the “Existing Heritage Building”, as protected heritage property for the purposes of section 967 of the *Local Government Act* of British Columbia.

5.1 The following actions may be undertaken in relation to the Existing Heritage Building without first obtaining a heritage alteration permit from the City:

- (a) non-structural renovations or alterations to the interior of the building or structure that do not affect any protected interior feature or fixture and do not alter the exterior appearance of the building or structure; and
- (b) non-structural normal repairs and maintenance that do not alter the exterior appearance of a building or structure.

5.2 For the purpose of section 5.1, “normal repairs” means the repair or replacement of elements, components or finishing materials of a building, structure or protected feature or fixture, with elements, components or finishing materials that are equivalent to those being replaced in terms of heritage character, material composition, colour, dimensions and quality.

- E. Section 966 of the *Local Government Act* authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property, and to allow variations of, and supplements to, the provisions of a bylaw or a permit issued under Part 26 or Part 27 of the *Local Government Act*;

- F. Section 225 of the *Community Charter* authorizes a local government to enter into an agreement with the owner of eligible heritage property that is to be exempt from municipal taxation, respecting the extent of the exemption and the conditions on which it is made;
- G. The Owners and the City have agreed to enter into this Heritage Revitalization and Tax Exemption Agreement setting out the terms and conditions by which the heritage value of the Existing Heritage Building is to be preserved and protected, in return for specified supplements and variances to City bylaws and the exemption of the Existing Heritage Building from City property taxation for a specified term;

THIS AGREEMENT is evidence that in consideration of the sum of ten dollars (\$10.00) now paid by each party to the other and for other good and valuable consideration (the receipt of which each party hereby acknowledges) the Owners and the City each covenant with the other as follows:

Effective Date

- 1. The date of final adoption of the bylaw to which this Agreement is attached is the "Effective Date".

Conservation of the Existing Heritage Buildings

- 2. The Owners shall, promptly following the Effective Date, commence and complete the restoration, renovation and conservation of the Existing Heritage Building (the "Work") in accordance with recommendations set out in the Conservation Plan attached as Schedule "C" to this Agreement (the "Conservation Plan").
- 3. Prior to commencement of the Work, the Owners shall obtain from the City all necessary permits and licences, including a heritage alteration permit.
- 4. The Work shall be done at the Owners' sole expense in accordance with generally accepted engineering, architectural and heritage conservation practices. If any conflict or ambiguity arises in the interpretation of the Conservation Plan, the parties agree that the conflict or ambiguity shall be resolved in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada*, Second Edition, published by Parks Canada in 2010, or any future update to this edition.
- 5. The Owners shall, at their sole expense, engage a member of the British Columbia Association of Heritage Professionals (the "Registered Professional") to oversee the Work and to perform the duties set out in section 7 of this Agreement.
- 6. If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

7. The Owners shall cause the Registered Professional to:
- (a) prior to commencement of the Work, provide to the City an executed and sealed Confirmation of Commitment in the form attached as Schedule "D" to this Agreement;
 - (b) while the Existing Heritage Building is being stored on the Lands, insure it is secured at all times and suitable measures are in place to protect it from any damage during excavation activities and construction on the Property. All contractors and tradespersons shall be made aware that the Existing Heritage Building is a protected heritage building;
 - (c) throughout the course of the Work, effectively oversee the work of all contractors and tradespersons and inspect all materials leaving and arriving at the site to ensure that the Work is carried out in accordance with the Conservation Plans;
 - (d) obtain the City's approval for any changes to the Work, including any amended permits that may be required;
 - (e) upon substantial completion of the Work, provide to the City an executed and sealed Certification of Compliance in the form attached as Schedule "E" to this Agreement; and
 - (f) notify the City within one (1) business day if the Registered Professional's engagement by the Owners is terminated for any reason.

Heritage Revitalization Information Sign

8. The Owners shall erect on the Lands and keep erected throughout the course of the Work, a sign of sufficient size and visibility to effectively notify contractors and tradespersons entering onto the Lands as well as the general public that the Work involves protected heritage property and is being carried out for heritage conservation purposes stating as follows:

PROTECTED HERITAGE SITE

Gillespie Residence

No Vandalism or Removal of Materials

Maximum Individual Penalty: \$50,000 and 2 years imprisonment:

Future Development

9. The Owners agrees to relocate the Existing Heritage Building onto a new foundation and complete the Works prior to any further development of the Lands.

Timing of Restoration

10. The Owners shall commence and complete all actions required for the completion of the Work in accordance with this Agreement within 18 months following the Effective Date.

Ongoing Maintenance

11. Following completion of the Work, the Owners shall, in perpetuity, maintain the Existing Heritage Building and the Lands in good repair in accordance with the provisions and the checklist in Section 6.0 Maintenance Plan contain in the Conservation Plan and the maintenance standards set out in Maple Ridge Heritage Site Maintenance Standards Bylaw No. 6710-2009.

Security:

12. As security for the due and proper storage on the Lands, relocation onto a permanent foundation on the Lands and the completion of all Works for the Existing Heritage Building on the Lands, the Owners shall deposit a security with the City in the amount of \$25,000.00 in the form of a letter of credit (the "Security"). The Owners will, without notice from the City, renew the Security prior to the expiration of its term. If the Owners fail or neglect to renew the Security not less than one month prior to the expiration of its term, the City may make demand upon such Security and hold the proceeds so obtained in place of the Security. In the event that the Existing Heritage Building is completely destroyed prior to the Works being completed and final occupancy granted by the City, then, without limiting the City's other rights and remedies under this Agreement and the relevant statutory provisions, the Security with any interest thereon shall be forfeited to the City as liquidated damages, the parties agreeing that the Security shall constitute a genuine pre-estimate of damages arising from the loss of the Existing Heritage Building in its original state.

Damage to or Destruction of Existing Heritage Building

13. If the Existing Heritage Building is damaged, the Owners shall obtain a heritage alteration permit and any other necessary permits and licences and, in a timely manner, shall restore and repair the Existing Heritage Building to the same condition and appearance that existed before the damage occurred.
14. If, in the opinion of the City, the Existing Heritage Building is completely destroyed, the Owners shall construct a replica, using contemporary materials if necessary, of the Existing Heritage Building that complies in all respects with the Conservation Plan and with the City's Zoning Bylaw as varied by this Agreement, after having obtained a heritage alteration permit and all other necessary permits and licences.
15. The Owners shall use their best efforts to commence and complete any repairs to the Existing Heritage Building, or the construction of any replica or replacement building, with reasonable dispatch.

Variations to City's Zoning and Parking Bylaws

16. District of Maple Ridge Zoning Bylaw No. 3510-1985 (the "Zoning Bylaw") is varied and supplemented in its application to the Lands and the Existing Heritage Building in the manner and to the extent provided in the table attached as Schedule "F" to this Agreement.

Heritage Designation

17. The Owners hereby irrevocably agree to the designation of the Existing Heritage Building and that portion of the Lands containing the Existing Heritage Building as identified on the plan attached herein as Schedule "G", as a municipal heritage site in accordance with section 967 of the Local Government Act, and release the City from any obligation to compensate the Owners in any form for any reduction in the market value of the Lands or that portion of the Lands that may result from the designation.

Tax Exemption Conditions

18. The City hereby exempts from City property taxation, for five (5) years following the Effective Date, that portion of the Lands on which the Existing Heritage Building is located, as shown on the sketch map attached as Schedule "A", on the following conditions:
 - (a) all items agreed to within this Agreement must be met;
 - (b) any other fees and charges related to the Lands and the Existing Heritage Building due to the City of Maple Ridge are paid in full;
 - (c) the Owners are not in contravention of any other City of Maple Ridge bylaw.
19. If any condition set out in section 18 above is not met to the satisfaction of the City, acting reasonably, then the Owners must pay to the City the full amount of tax exemptions received, plus interest, immediately upon written demand.
20. Without limiting the foregoing, if the Existing Heritage Building is completely destroyed and the Owners are required to construct a replica building in accordance with section 13, the tax exemption granted by section 18 shall be at an end and the Owners shall pay to the City the full amount of tax exemptions received, plus interest, immediately upon written demand.

Interpretation

21. In this Agreement, "Owners" shall mean the registered owners of the Lands or a subsequent registered owner of the Lands, as the context requires or permits.

Conformity with City Bylaws

22. The Owners acknowledge and agree that, except as expressly varied by this Agreement, any development or use of the Lands, including any construction, restoration and repair of the Existing Heritage Building, must comply with all applicable bylaws of the City.

Heritage Alteration Permits

23. Following completion of the Work in accordance with this Agreement, the Owners shall not alter the heritage character or the exterior appearance of the Existing Heritage Building, except as permitted by a heritage alteration permit issued by the City.

Statutory Authority Retained

24. Nothing in this Agreement shall limit, impair, fetter or derogate from the statutory powers of the City, all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled.

Indemnity

25. The Owners hereby release, indemnify and save the City, its officers, employees, elected officials, agents and assigns harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the existence or effect of any of the restrictions or requirements in this Agreement, or the breach or non-performance by the Owners of any term or provision of this Agreement, or by reason of any work or action of the Owners in performance of their obligations under this Agreement or by reason of any wrongful act or omission, default, or negligence of the Owners.

26. In no case shall the City be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owners or by any other person who may be on the Lands; or
- (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands, or any improvements or personal property thereon belonging to the Owners or to any other person,

arising directly or indirectly from compliance with the restrictions and requirements in this Agreement, wrongful or negligent failure or omission to comply with the restrictions and requirements in this Agreement or refusal, omission or failure of the City to enforce or require compliance by the Owners with the restrictions or requirements in this Agreement or with any other term, condition or provision of this Agreement.

No Waiver

27. No restrictions, requirements or other provisions of this Agreement shall be deemed to have been waived by the City unless a written waiver signed by an officer of 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 previous written waiver, shall be taken to operate as a waiver by the City of any subsequent default or in any way defeat or affect the rights and remedies of the City.

Inspection

28. Upon request, the Owners shall advise or cause the Registered Professional to advise the City's Planning Department of the status of the Work, and, without limiting the City's power of inspection conferred by statute and in addition to such powers, the City shall be entitled at all reasonable times and from time to time to enter onto the Lands for the purpose of ensuring that the Owners are fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owners.

Enforcement of Agreement

29. The Owners acknowledge that it is an offence under section 981(1)(c) of the *Local Government Act* to alter the Lands or the Existing Heritage Building in contravention of this Agreement, punishable by a fine of up to \$50,000.00 or imprisonment for a term of up to 2 years, or both.
30. The Owners acknowledge that it is an offence under section 981(1)(b) of the *Local Government Act* to fail to comply with the requirements and conditions of any heritage alteration permit issued to the Owners pursuant to this Agreement and section 972 of the *Local Government Act*, punishable in the manner prescribed in the preceding section.
31. The Owners acknowledge that, if the Owners alter the Lands or the Existing Heritage Building in contravention of this Agreement, the City may apply to the B.C. Supreme Court for:
 - (a) an order that the Owners restore the Lands or the Existing Heritage Building to its condition before the contravention;
 - (b) an order that the Owners undertake compensatory conservation work on the Lands or the Existing Heritage Building;
 - (c) an order requiring the Owners to take other measures specified by the Court to ameliorate the effects of the contravention; and
 - (d) an order authorizing the City to perform any and all such work at the expense of the Owners.
32. The Owners acknowledge that, if the City undertakes work to satisfy the terms, requirements or conditions of any heritage alteration permit issued to the Owners pursuant to this Agreement upon the Owners' failure to do so, the City may add the cost of the work and any incidental expenses to the taxes payable with respect to the Lands, or may recover the cost from any security that the Owners have provided to the City to guarantee the performance of the terms, requirements or conditions of the permit, or both.
33. The Owners acknowledge that the City may file a notice on title to the Lands in the land title office if the terms and conditions of the Agreement have been contravened.
34. The City may notify the Owners in writing of any alleged breach of this Agreement to the Owners shall have the time specified in the notice to remedy the breach. In the event that the Owners fail to remedy the breach within the time specified, the City may enforce this Agreement by:
 - (a) seeking an order for specific performance of this Agreement;
 - (b) any other means specified in this Agreement; or
 - (c) any means specified in the *Community Charter* or the *Local Government Act*,

and the City's resort to any remedy for a breach of this Agreement does not limit its right to resort to any other remedy available at law or in equity.

Headings

35. The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement or any of its provisions.

Appendices

36. All schedules to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

37. 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 so requires.

Successors Bound

38. All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

Severability

39. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

Signed, Sealed and Delivered by **INSERT** in)
the presence of:)

Name _____)

Address	
---------	--

Occupation)

Date _____

INSERT

Mayor: _____

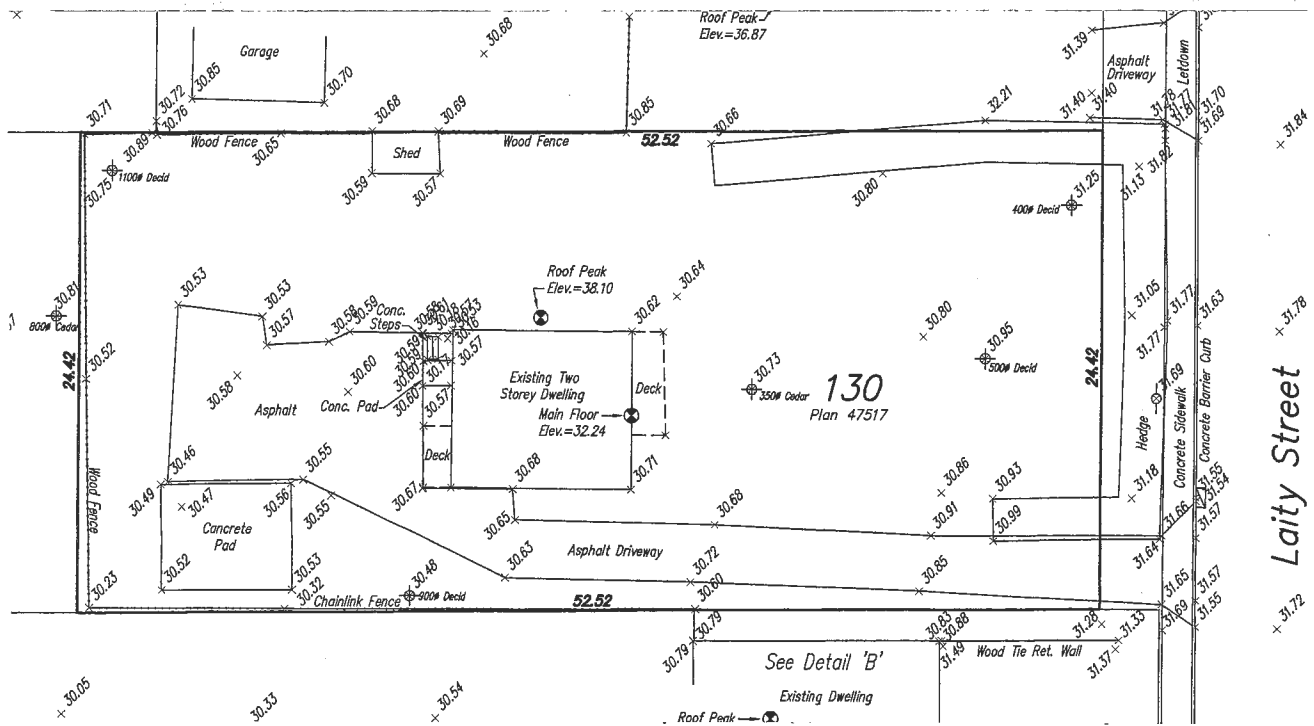
C/S

Corporate Officer: _____

Date _____

SCHEDULE "A"

EXISTING HERITAGE BUILDING



- GENERAL NOTES:**
1. CLEARANCE BETWEEN DIRECT VENT FLUES AND WINDOWS TO BE IN ACCORDANCE WITH PRELAP J
 2. WINDOWS SHALL BE PROTECTED BY A MINIMUM 1" CLEARANCE FROM THE EXTERIOR FINISHING SURFACE.
 3. WINDOWS AND DOORS NOT LOCATED UNDER AND PROTECTED BY ROOF OVERHANGS TO BE FULLY DASHED.
 4. ALL WALLS TO BE PROTECT 6" ABOVE GRADE.
 5. ROUGH FINISH TO BE 1" BELOW GRADE.
 6. FINISH TO BE 1" ABOVE GRADE.

GILLESPE HOUSE
FOUR UNITS
INFILL PROJECT

ADDRESS:

12061 LAITY ST.,
MAPLE RIDGE

LEGAL DESCRIPTION:

LOT 139
DISTRICT 10
GROUP 1 NW4
PLAN 47517

PID: 006-199-704

No.	Date	Revision
1	08/10/18	ASSEMBLED
2	09/19/18	REVISED TO SP



ALL NOTES, DIMENSIONS AND OTHER INFORMATION ON THIS DRAWING ARE TO BE USED IN CONJUNCTION WITH THE PROJECT MANUAL AND THE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT AND THE RECORD DRAWINGS.

UNIT-A
EXISTING HOUSE

Title

SECTIONS

Date

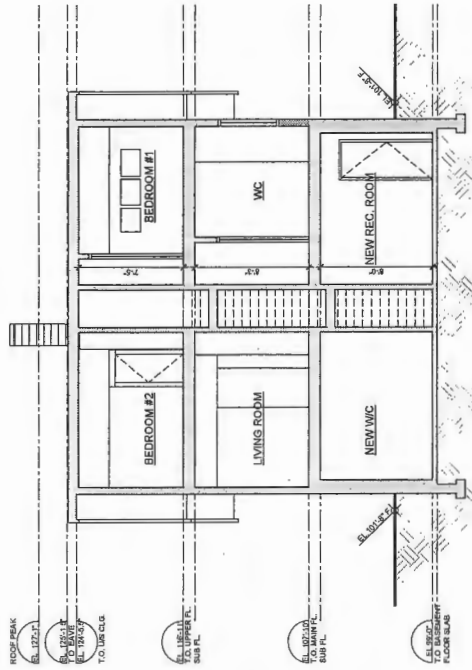
OCTOBER 16, 2018

Scale

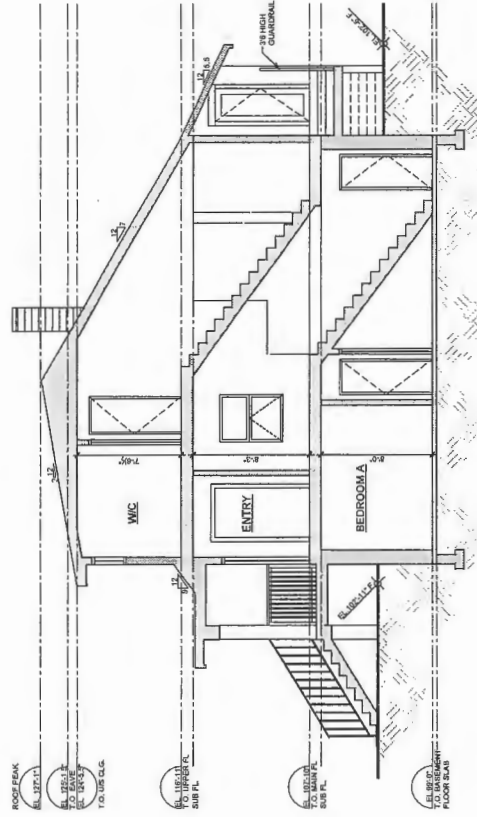
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Drawing No.

A-A5



1 SECTION
Scale: 1/4" = 1'-0"



2 SECTION
Scale: 1/4" = 1'-0"

SCHEDULE "B"

PROPOSED SITE PLAN

No.	Date	Revision
1	06/01/15	ISSUED TO CONSULT
2	10/16/18	ISSUED TO DP

**NIT-A
EXISTING HOUSE**

0

SITE PLAN & CALCS

ata

OCTOBER 16 2018

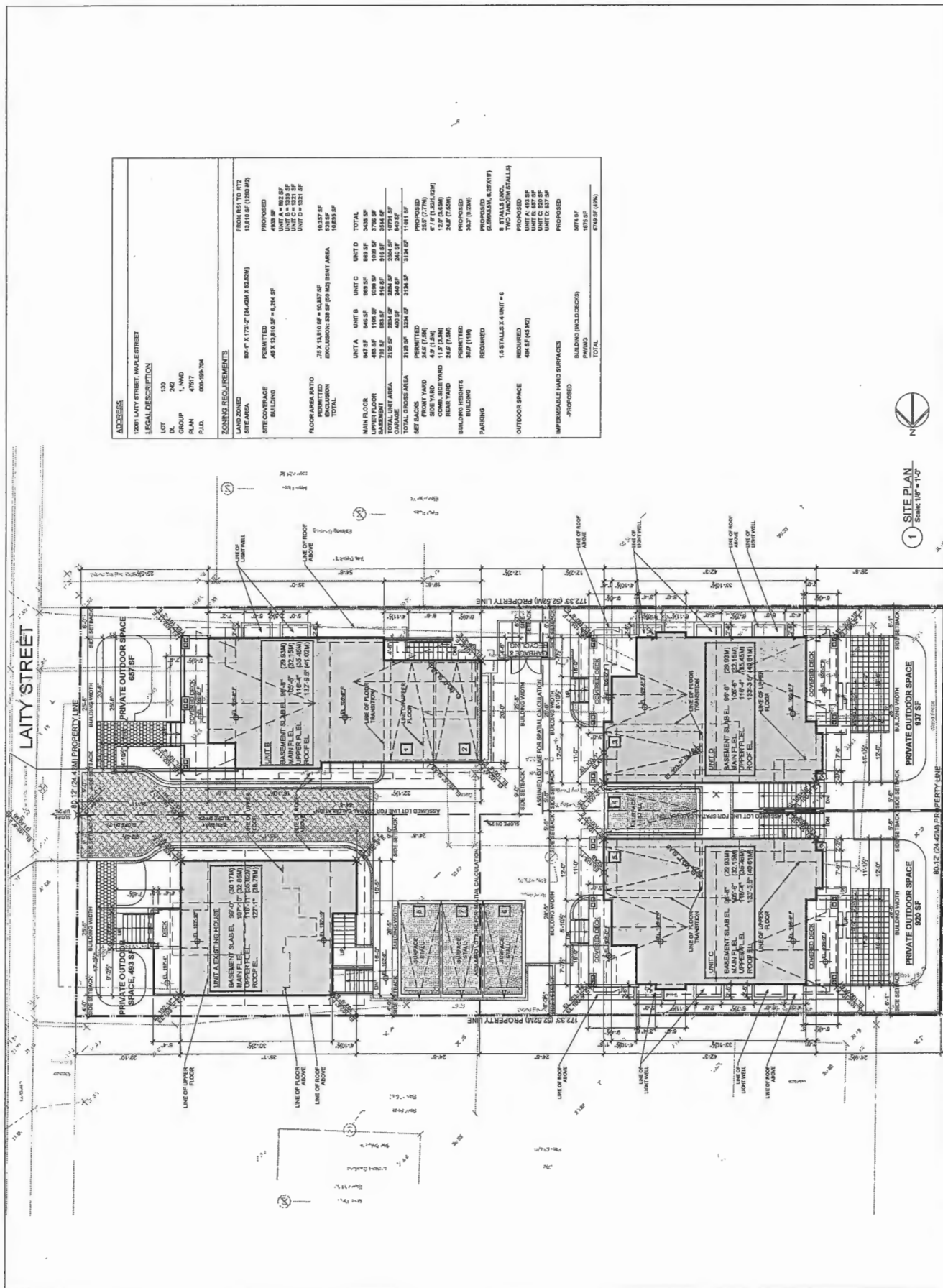
OCTOBER 16, 2018

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SCHEDULE "C"

CONSERVATION PLAN



GILLESPIE HOUSE

12061 LAITY STREET, MAPLE RIDGE, BC

CONSERVATION PLAN

REVISED JUNE 2018

DONALD LUXTON
AND ASSOCIATES INC



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Orro House, 1974. [Audrey & Ken Swain, photographers. Maple Ridge Museum & Archives P12098]



1.0 INTRODUCTION

HISTORIC NAME: Gillespie Residence
CIVIC ADDRESS: 12061 Laity Street, Maple Ridge, BC
ORIGINAL OWNERS: William Francis Gillespie
DATE OF CONSTRUCTION: 1929

The one and one-half storey Craftsman-style house is typical of the simple bungalows built in the late 1920s and 1930s, which demonstrate the austerity of the local economy at the time. The house features a side-gabled roofline with a flat-roofed porch with square columns, double-hung windows and glazed front entry door. It was built for the Gillespie family in 1929, at the time that William Gillespie was hired as the local agent for the B.C. Electric Railway Company. It is typical of the growth seen to the west of the Haney area due to the expansion of the local

road network. An overall rehabilitation scheme has been prepared as part of a larger infill development scheme on the site .

This Conservation Plan is based on Parks Canada's *Standards & Guidelines for the Conservation of Historic Places in Canada*. It outlines the preservation, restoration, and rehabilitation that will occur as part of the proposed development.

2.0 HISTORIC CONTEXT



Downtown Haney, looking west during the flood of 1948. [Maple Ridge Museum & Archives P07068]



By 1874, several small communities had sprung up, consisting of a few families each, on the north side of the Fraser River in the areas that would become The Ridge, Port Haney, Port Hammond, Pitt Meadows, Whonnock, Ruskin and Albion. One of the problems of smaller communities is that they remain isolated unless some means is found to connect them. These early settlements, sometimes less than a handful of homes, were at the river's shore, when water was the only practical method of transportation. The arrival of the Canadian Pacific Railway, with stations at Port Hammond and Port Haney, provided much more convenient access between Port Hammond and Port Haney. In 1930, after the completion of the Lougheed Highway, 'Haney' became the dominant name for the residential and business area along the new highway between Pitt Meadows and Kanaka Creek. The area between the two communities was known as The Ridge.

This modest residence was built for Mrs. and Mrs. William F. Gillespie, after William Gillespie was hired as the local agent and representative for the B.C. Electric Railway. The Gillespies acquired the lot from Eliza Moore Burnett, a local school teacher. Burnett was known to have contracted other houses in the area; it is unknown if the listed contractor "Mr. Burnett" was related to Eliza Burnett. The Gillespie family owned the house until 1940, when it was purchased by the Orro family who owned it for four decades.



3.0 STATEMENT OF SIGNIFICANCE

GILLESPIE HOUSE

12061 LAITY STREET, MAPLE RIDGE, BC

Description of the Historic Place

The Gillespie Residence is a one and one-half storey, wood-frame house with full basement located at 12061 Laity Street in The Ridge neighbourhood of Maple Ridge. This Late Craftsman-style house was constructed during the interwar period, and features a side-gabled roof, a flat-roofed porch with square columns, double-hung windows and a glazed front entry door.

Heritage Value of the Historic Place

Constructed in 1929, the Gillespie Residence is significant for its association with the interwar development of the greater Haney neighbourhood. It is typical of the modest family houses constructed west of Haney to support the growing population that was facilitated by the expansion of the local road network.

The Gillespie Residence is a small bungalow that displays vernacular Late Craftsman style detailing, popular during the 1920s but typically more restrained than pre-war examples, reflecting the economic austerity of the times.

Character-Defining Elements

The elements that define the heritage character of the Gillespie Residence include its:

- location on Laity Street in The Ridge neighbourhood;
- continuous residential use;
- residential form, scale and massing as expressed by its one and one-half storey height, side-gabled roof, front shed dormer, flat-roofed entry porch with square columns, and full basement;
- wood-frame construction including: lapped wooden siding with cornerboards; intermediate fascia between main floor and gable cladding; and dimensional wood window and door trim;
- Late Craftsman influenced design including side-gabled roof with open soffits and exposed purlins, and symmetrical design;
- variety of original wooden sash windows, including double-hung windows in single and double assembly;
- glazed front entry door; and
- one internal red brick chimney.



4.0 CONSERVATION GUIDELINES

4.1 STANDARDS AND GUIDELINES

The Gillespie Residence is a significant historical resource in the City of Maple Ridge. The Parks Canada's *Standards & Guidelines for the Conservation of Historic Places in Canada* is the source used to assess the appropriate level of conservation and intervention. Under the *Standards & Guidelines*, the work proposed for the Gillespie Residence includes aspects of preservation, restoration, and rehabilitation.

Preservation: the action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of a historic place or of an individual component, while protecting its heritage value.

Restoration: the action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

Rehabilitation: the action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

Interventions to the Gillespie Residence should be based upon the Standards outlined in the *Standards & Guidelines*, which are conservation principles of best practice. The following **General Standards** should be followed when carrying out any work to an historic property.

STANDARDS

Standards relating to all Conservation Projects

1. Conserve the heritage value of a historic place. Do not remove, replace, or substantially alter its intact or repairable character-defining elements. Do not move a part of a historic place if its current location is a character-defining element.
2. Conserve changes to a historic place, which over time, have become character-defining elements in their own right.
3. Conserve heritage value by adopting an approach calling for minimal intervention.
4. Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties or by combining features of the same property that never coexisted.
5. Find a use for a historic place that requires minimal or no change to its character defining elements.
6. Protect and, if necessary, stabilize a historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbance of archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of character-defining element to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.
8. Maintain character-defining elements on an ongoing basis. Repair character-defining element by reinforcing the materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.



9. Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable upon close inspection. Document any intervention for future reference.

Additional Standards relating to Rehabilitation

10. Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.
11. Conserve the heritage value and character-defining elements when creating any new additions to a historic place and any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
12. Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.

Additional Standards relating to Restoration

13. Repair rather than replace character-defining elements from the restoration period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
14. Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

4.2 CONSERVATION REFERENCES

The proposed work entails the Preservation, Restoration, and Rehabilitation of the exterior of the Gillespie Residence. The following conservation resources should be referred to:

Standards and Guidelines for the Conservation of Historic Places in Canada, Parks Canada, 2010.
<http://www.historicplaces.ca/en/pages/standards-normes/document.aspx>

National Park Service, Technical Preservation Services. Preservation Briefs:

Preservation Brief 9: The Repair of Historic Wooden Windows.
<http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.
<http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm>

Preservation Brief 14: New Exterior Additions to Historic Buildings: Preservation Concerns.
<http://www.nps.gov/tps/how-to-preserve/briefs/14-exterior-additions.htm>

Preservation Brief 19: The Repair and Replacement of Historic Wood Shingle Roofs.
<http://www.nps.gov/tps/how-to-preserve/briefs/19-wooden-shingle-roofs.htm>

Preservation Brief 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing.
<http://www.nps.gov/tps/how-to-preserve/briefs/37-lead-paint-hazards.htm>

Preservation Brief 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings.
<http://www.nps.gov/tps/how-to-preserve/briefs/39-control-unwanted-moisture.htm>



CONSERVATION GUIDELINES

Preservation Brief 41: The Seismic Retrofit of Historic Buildings: Keeping Preservation in the Forefront.

<http://www.nps.gov/tps/how-to-preserve/briefs/41-seismic-retrofit.htm>

Preservation Brief 45: Preserving Historic Wooden Porches.

<http://www.nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm>

Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

<http://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exterior.htm>

4.3 GENERAL CONSERVATION STRATEGY

The primary intent is to preserve the existing historic structure, while undertaking a rehabilitation that will upgrade its structure and services to increase its functionality for residential uses. As part of the scope of work, character-defining elements will be preserved, while missing or deteriorated elements will be restored.

Proposed Redevelopment Scheme

An overall rehabilitation scheme has been prepared as part of a larger infill development scheme on the site, which includes the relocation of the Gillespie Residence within the property site, and the construction of three infill dwellings with a garden suite below. All new visible construction and proposed addition to the historic asset should be considered a modern addition to the historic structure. The *Standards & Guidelines* list recommendations for new additions to historic places.

The proposed design scheme should follow these principles:

- Designing a new addition in a manner that draws a clear distinction between what is historic and what is new.

- Design for the new work may be contemporary or may reference design motifs from the historic place. In either case, it should be compatible in terms of mass, materials, relationship of solids to voids, and colour, yet be distinguishable from the historic place.
- The new additions should be physically and visually compatible with, subordinate to and distinguishable from the preserved historic façade.

An addition should be subordinate to the historic place. This is best understood to mean that the addition must not detract from the historic place or impair its heritage value. Subordination is not a question of size; a small, ill-conceived addition could adversely affect an historic place more than a large, well-designed addition.

Additions or new construction should be visually compatible with, yet distinguishable from, the historic place. To accomplish this, an appropriate balance must be struck between mere imitation of the existing form and pointed contrast, thus complementing the historic place in a manner that respects its heritage value.

Relocation of Historic Building

The relocation of an historic building on an existing lot is the least intrusive relocation approach with regards to loss of historic context and invasive work to the structure.

The following **Relocation Guidelines** should be implemented for the relocation of the Gillespie Residence:

- A relocation plan should be prepared prior to relocation that ensures that the least destructive method of relocation will be used.
- Alterations to the historic structure proposed to further the relocation process should be evaluated in accordance with the Conservation Plan and reviewed by the Heritage Consultant.

This can involve removal of later additions that are not enhancing the heritage value and historic appearance of the heritage house; for example, the concrete corner addition.

- Only an experienced and qualified contractor shall undertake the physical relocation of the historic structure.
- Preserve historic fabric of the exterior elevations including the wood-frame structure with stucco siding, wood sash windows and roof structure as much as possible. Preserve brick chimney in situ, and relocate with the main structure if possible. Alternatively reconstruct chimney with salvaged bricks to match historic appearance, if unable to relocate with the historic building due to structural reasons.
- Appropriate foundation materials shall be used at the new site, which can include reinforced concrete foundations and floor slab. The final relative location to grade should match the original as closely as possible, taking into account applicable codes.
- Provide utility installations for electricity, communication and other service connections underground if possible. All installations located above ground should be incorporated harmoniously into the design concept for the relocated structure.

4.4 SUSTAINABILITY STRATEGY

Heritage conservation and sustainable development can go hand in hand with the mutual effort of all stakeholders. In a practical context, the conservation and re-use of historic and existing structures contributes to environmental sustainability by reducing solid waste disposal, saving embodied energy, and conserving historic materials that are often less consumptive of energy than many new replacement materials.

In 2016, the Federal Provincial Territorial Ministers of Culture & Heritage in Canada (FPTMCHC) published a document entitled, *Building Resilience: Practical Guidelines for the Retrofit and Rehabilitation of Buildings in Canada* that is “intended to establish a common pan-Canadian ‘how-to’ approach for practitioners, professionals, building owners, and operators alike.”

The following is an excerpt from the introduction of the document:

*[Building Resilience] is intended to serve as a “sustainable building toolkit” that will enhance understanding of the environmental benefits of heritage conservation and of the strong interrelationship between natural and built heritage conservation. Intended as a useful set of best practices, the guidelines in **Building Resilience** can be applied to existing and traditionally constructed buildings as well as formally recognized heritage places.*

These guidelines are primarily aimed at assisting designers, owners, and builders in providing existing buildings with increased levels of sustainability while protecting character-defining elements and, thus, their heritage value. The guidelines are also intended for a broader audience of architects, building developers, owners, custodians and managers, contractors, crafts and trades people, energy advisers and sustainability specialists, engineers, heritage professionals, and officials responsible for built heritage and the existing built environment at all jurisdictional levels.



Building Resilience is not meant to provide case-specific advice. It is intended to provide guidance with some measure of flexibility, acknowledging the difficulty of evaluating the impact of every scenario and the realities of projects where buildings may contain inherently sustainable elements but limited or no heritage value. All interventions must be evaluated based on their unique context, on a case-by-case basis, by experts equipped with the necessary knowledge and experience to ensure a balanced consideration of heritage value and sustainable rehabilitation measures.

Building Resilience can be read as a stand-alone document, but it may also further illustrate and build on the sustainability considerations in the Standards and Guidelines for the Conservation of Historic Places in Canada.

4.5 ALTERNATE COMPLIANCE

As a listed heritage building, the Gillespie Residence may eligible for heritage variances that will enable a higher degree of heritage conservation and retention of original material, including considerations available under the following municipal legislation.

4.5.1 BRITISH COLUMBIA BUILDING CODE

Building Code upgrading ensures life safety and long-term protection for historic resources. It is important to consider heritage buildings on a case-by-case basis, as the blanket application of Code requirements do not recognize the individual requirements and inherent strengths of each building. Over the past few years, a number of equivalencies have been developed and adopted in the British Columbia Building Code that enable more sensitive and appropriate heritage building

upgrades. For example, the use of sprinklers in a heritage structure helps to satisfy fire separation and exiting requirements. Table A-1.1.1.1., found in Appendix A of the Code, outlines the "Alternative Compliance Methods for Heritage Buildings."

Given that Code compliance is such a significant factor in the conservation of heritage buildings, the most important consideration is to provide viable economic methods of achieving building upgrades. In addition to the equivalencies offered under the current Code, the City can also accept the report of a Building Code Engineer as to acceptable levels of code performance.

4.5.2 HOMEOWNER PROTECTION ACT

The Homeowner Protection Act was implemented in 1998 as a means to strengthen consumer protection for the purchase of new homes. The act was passed following a commission of enquiry into the leaky condo crisis, and was intended on protecting homeowners by ensuring home warranty insurance was provided on new construction, covering two years on labour and materials, five years on the building envelope and 10 years on the structure of the home. As the Act was intended to regulate new construction, considerations were not taken of buildings that have remained in sound condition for a many number of years that already far exceeded what the HPA requires for a warranty on a new home. The act did not take into consideration the protection of heritage projects, and consequently resulted in the loss of significant heritage fabric through the requirement of new windows and rainscreen wall assemblies on residential heritage rehabilitation projects.

Amendments to the Homeowner Protection Act Regulation made in 2010 allow for exemptions for heritage sites from the need to fully conform to the BC Building Code under certain conditions, thus removing some of the barriers to compliance that previously conflicted with heritage conservation standards and guidelines. The changes comprised:



1. an amendment to the Homeowner Protection Act Regulation, BC Reg. 29/99 that allows a warranty provider, in the case of a commercial to residential conversion, to exclude components of the building that have heritage value from the requirement for a warranty, and
2. clarification of the definition of 'substantial reconstruction.' The latter clarification explains that 75% of a home must be reconstructed for it to be considered a 'new home' under the Homeowner Protection Act, thus enabling single-family dwelling to multi-family and strata conversions with a maximum of 75% reconstruction to be exempt from home warranty insurance. The definition of a heritage building is consistent with that under the Energy Efficiency Act.

The Gillespie Residence falls into the second category, as the proposed project involves retaining a high degree of the original structure and less than 75% of the house will be reconstructed. Consequently, this project is not considered a substantial reconstruction as per the amended definition in the Homeowners Protection Act, and will be exempt from the requirement of a warranty. This amendment will enable a higher degree of retention and preservation of original fenestration, siding and woodwork.

4.5.3 ENERGY EFFICIENCY ACT

The provincial Energy Efficiency Act (Energy Efficiency Standards Regulation) was amended in 2009 to exempt buildings protected through heritage designation or listed on a community heritage register from compliance with the regulations. Energy Efficiency standards therefore do not apply to windows, glazing products, door slabs or products installed in heritage buildings. This means that exemptions can be allowed to energy upgrading measures that would destroy heritage character-defining elements such as original windows and doors.

These provisions do not preclude that heritage buildings must be made more energy efficient, but they do allow a more sensitive approach of alternate compliance to individual situations and a higher degree of retained integrity. Increased energy performance can be provided through non-intrusive methods of alternate compliance, such as improved insulation and mechanical systems. Please refer to the *Standards & Guidelines for the Conservation of Historic Places in Canada* for further detail about "Energy Efficiency Considerations."

4.6 SITE PROTECTION & STABILIZATION

It is the responsibility of the owner to ensure the heritage resource is protected from damage at all times. At any time that the building is left vacant, it should be secured against unauthorized access or damage through the use of appropriate fencing and security measures. Additional measures to be taken include:

- Are smoke and fire detectors in working order?
- Are wall openings boarded up and exterior doors securely fastened once the building is vacant?
- Have the following been removed from the interior: trash, hazardous materials such as inflammable liquids, poisons, and paints and canned goods that could freeze and burst?

The historic house should be protected from movement and other damage at all times during demolition, excavation and construction work.



5.0 CONSERVATION RECOMMENDATIONS

A condition review of the Gillespie Residence was carried out during site visits in May and June 2017. In addition to the visual review of the exterior of the building, samples were taken from exterior building materials and examined. The recommendations for the preservation and rehabilitation of the historic façades are based on the site review, material samples and archival documents that provide valuable information about the original appearance of the historic building.

The following chapter describes the materials, physical condition and recommended conservation strategy for the Rush House based on Parks Canada *Standards & Guidelines for the Conservation of Historic Places in Canada*.

5.1 SITE

The Gillespie Residence is located at 12061 Laity Street, in the Dewdney Trunk neighborhood of Maple Ridge. The property is in a mid-block location, with the house set back from the main frontage along Laity Street. The site is characterized by a large open lawn area, with limited mature landscaping composed of several fruit trees, and a small collection of shrubs at the front entrance. The un-crowded relationship of the house of a spacious lot was typical of the post war and early settlement period. This provided allowances for gardens and self sustaining activities that were still needed in a semi rural setting.



Aerial view showing location of Rural House at 12061 Laity Street.

As part of the rehabilitation scheme the house will be moved towards a front corner of the lot to accommodate the construction of detached infill dwellings at the side and rear of the house. The site should be protected from damage or destruction at all times. Please reference **Section 4.6: Site Protection** for further information.

Conservation Strategy: Rehabilitation

- Relocate the historic house within the property lines.
- Retain the main frontage relationship of the front of the house to Laity Street.
- Any drainage issues should be addressed through the provision of adequate site drainage measures.
- Design new infill structures that are "physically and visually compatible with, subordinate to, and distinguishable from the historic place" as recommended in **Standard 11**.

5.2 OVERALL FORM, SCALE & MASSING

The Gillespie Residence demonstrates a typical Craftsman style, form, scale and massing of the late 1920s and early 1930s characterized by its one and half story height, and front dormer. The overall detailing and proportions of finishes are typical of buildings where the majority of materials were found and locally milled or produced.

As part of the rehabilitation scheme, the overall form, scale massing and inherent relationships to the exterior spaces of the historic house will be preserved.

Conservation Strategy: Preservation

- Preserve the overall form, scale and massing of the building.
- The historic street façade along Laity Street should be retained. If the building is moved on the lot the orientation should remain the same.

5.3 FOUNDATIONS

The existing foundations of Gillespie Residence are typical of the period in which it was built and are an eight-inch cast in place concrete with some small areas of rubble infill; however, the stability and construction methods are unknown. As part of the proposed rehabilitation scheme, Gillespie Residence will include new foundation walls and an upgraded basement area upon its relocation. This will occur within the current property lines. Careful attention should be given to insure that the wood-frame walls above are not stressed or damaged during the move, or while the rehabilitation work is being completed. In its final appearance the house should maintain its same relationship to the grade.

Conservation Strategy: Rehabilitation

- As new foundations are proposed, concrete is a suitable material. New materials, such as cladding, should match original in appearance, and height, as viewed from the exterior.
- Foundations should be reviewed by a Structural Engineer. Once the condition is assessed, conservation recommendations can be finalized. All requirements for code compliance will reviewed and comply with the current BCBC.
- To ensure the prolonged preservation of the new foundations, all landscaping should be separated from the foundations at grade by a course of gravel or decorative stones, which help prevent splash back and assist drainage. New vegetation may assist in concealing the newly exposed foundations, if desired.



CONSERVATION RECOMMENDATIONS

5.4 EXTERIOR WOOD-FRAME WALLS

The Gillespie Residence features wood frame construction typical of the Craftsman style of the late 1920s and early 1930s. This includes painted cedar siding on all elevations that extends past the full height concrete footing complete with a watertable and trim board at the base as well as surviving original wood features such as wood framed windows, and full trims and sills.

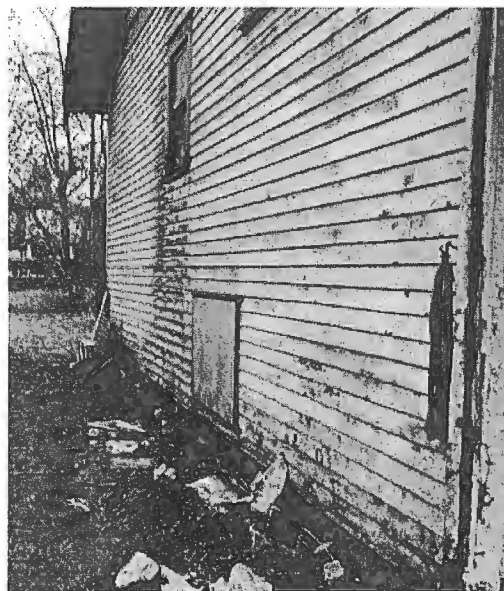
Overall the condition of the exterior walls is good, demonstrating signs of minor age deterioration such as discoloration, paint peeling, and small holes from redundant fasteners. The exception is the front entrance, which is significantly damaged due to long term water ingress from the interface between the roof and the stoop. Although the front door is intact, separated and repairable, the surrounding framing, sheathing and cladding has been significantly damaged by rot and carpenter ant activity. This will require further investigation to clarify the integrity of the assembly, and what level of restoration and repair is required prior to the door being reseated in the original location.

Conservation Strategy: Preservation

- Due to the integrity of wood frame structure, the exterior walls should be preserved through retention and in-situ repair work.
- Preserve the original wood-frame structure of the historic building.
- Preserve original siding on all elevations, if possible, and clean surface for repainting.
- Replace damaged siding to match existing in material, size, profile and thickness.
- Any existing trim should be preserved, and new material that is visually physically compatible with the original should be reinstated when original fabric is missing. Combed and/or textured lumber is not acceptable. Hardi-plank or other cementitious boards are not acceptable.
- Design structural or seismic upgrades so as to minimize the impact to the character-defining elements.
- Utilize Alternate Compliance Methods outlined in the BCBC for fire and spatial separations including installation of sprinklers where possible.



Gillespie Residence Front Entrance Rot Condition



Gillespie Residence North Elevation Cladding

CONSERVATION RECOMMENDATIONS

- Cleaning procedures should be undertaken with non-destructive methods. Areas with biological growth should be cleaned using a soft, natural bristle brush, without water, to remove dirt and other material. If a more intense cleaning is required, this can be accomplished with warm water, mild detergent (such as D/2 Biological Solution®) and a soft bristle brush. High-pressure power washing, abrasive cleaning or sandblasting should not be allowed under any circumstances.

5.5 ROOF

Gillespie Residence features an original simple gable roof structure with a front dormer, and one interior brick chimney which projects through the roof near the roof ridge at the rear of the building. The roof structure features exposed framing and trims at the soffit edges. The roof was re-shingled at a later date with interlock asphalt shingles that do not contribute to the historic character of the house.

The roof was not directly accessed during the review, however, from grade appears to be in very poor condition. The roof is demonstrating significant biological growth at the leading edge of the shingles, exposed scrim, degranulation, and deterioration in localized areas. In addition several interior leakage locations were noted upon the initial site visit, and the failure has significantly contributed to the rot conditions found adjacent to the front door.

The roof should be replaced as soon as possible to protect against any further damage to other exterior cladding and interior structure. The new roofing should match the original appearance of when the house was constructed. Cedar shingles would be the best choice, alternately a three tab asphalt shingle, could be used. Roofing materials should be reviewed by the Heritage consultant prior to installation.

Conservation Recommendation: Rehabilitation

- Preserve the roof structure in its current configuration.



Gillespie Residence Rear Elevation Cladding

CONSERVATION RECOMMENDATIONS

- If required, roofing membrane and cladding system may be rehabilitated. Cedar shingles are the preferred material, but asphalt shingles or Aged Cedar Enviroshingles™ are also acceptable.
- Retain the original bargeboards and fascia boards, as well as the soffit any exposed roof elements.
- Design and install adequate rainwater disposal system and ensure proper drainage from the site is maintained. Wood gutters with galvanized steel downspouts are recommended. Aluminum in appropriate colours is also acceptable. Paint or provide specification of drainage system elements according to colour schedule devised by Heritage Consultant.

5.5.1 CHIMNEY

Gillespie Residence features one original, interior brick chimney that appears to be in fair condition based on visual review from grade. The bricks of the chimney above the roofline demonstrate some deterioration such as discolouration, bird deposit staining, biological growth, and deteriorated or missing mortar joints. The surviving, original brick masonry chimney is a character-defining element of the heritage asset, and should be preserved, and repaired.

Conservation Recommendation: Preservation

- Preserve the chimney in its original configuration, if possible.
- Chimney may require structural stabilization.
- Investigate condition of brickwork. If required, brickwork may be repointed and cleaned using a natural bristle brush and mild rinse detergent.
- If the house is relocated, the chimney should be moved with the house, or dismantled and rebuilt as required.



Gillespie Residence Front Entrance Rot Condition At Soffit and Trim Board Interface.



Gillespie Residence Front Building Elevation

5.6 FRONT PORCH

Gillespie Residence has a covered porch that extends out directly in front of the front entry, and terminates before it intersects with the windows surrounds on either side of the front façade. The porch was characterized by: flat deck roof, open wood balustrades, tongue and groove and exposed rafter framing, and a wood plank decking that was removed and replaced with a later unsympathetic and incomplete assembly. The connection of the porch and stairs is tenuous at both the roof and decking levels

Heritage homes were typified by a low balustrade of approximately 24" in height. To ensure the heritage character of the house is preserved, the restored balustrade design should reflect the original configuration. In order to restore the original balustrade height, alternate compliance measures should be explored, such as the use of metal pipe rail and glass panels to make up the remaining height to meet code requirements.



Gillespie Residence Front Entrance Rot Condition At North Side of Front Door

Conservation Strategy: Rehabilitation

- Original lower height of the balustrade should be restored, with alternate compliance methods utilized to achieve the required 42" height.
- Top of restored wood balustrade should be 24".
- New possible alternative materials may be glass panels, metal pipe rails or a combination of both.

5.7 FENESTRATION

Windows, doors and storefronts are among the most conspicuous feature of any building. In addition to their function — providing light, views, fresh air and access to the building — their arrangement and design is fundamental to the building's appearance and heritage value. Each element of fenestration is, in itself, a complex assembly whose function and operation must be considered as part of its conservation. — Standards and Guidelines for the Conservation of Historic Places in Canada.

5.7.1 WINDOWS & TRIMS

Gillespie Residence features surviving, original wood windows, including a number of multi-pane casement and multi-pane double-hung assemblies with true-divided lites. Based on initial visual review of the original wood window assemblies, the window sashes appear to be operable and in good, repairable condition.

The glazing in several windows unfortunately was recently broken, and will need replacement. In cases where the glazing is still intact measures should be applied to protect the assemblies as much as possible via removing and storing, or sending out the sashes for refurbishment until the building is resituated may be the best practice to avoid further damage.

All surviving original wood window assemblies should be preserved, and repaired as possible.

Conservation Strategy: Preservation

- Inspect for condition and complete detailed inventory to determine extent of recommended repair or replacement.
- Retain existing window sashes; repair as required; install replacement matching sashes where missing or beyond repair.



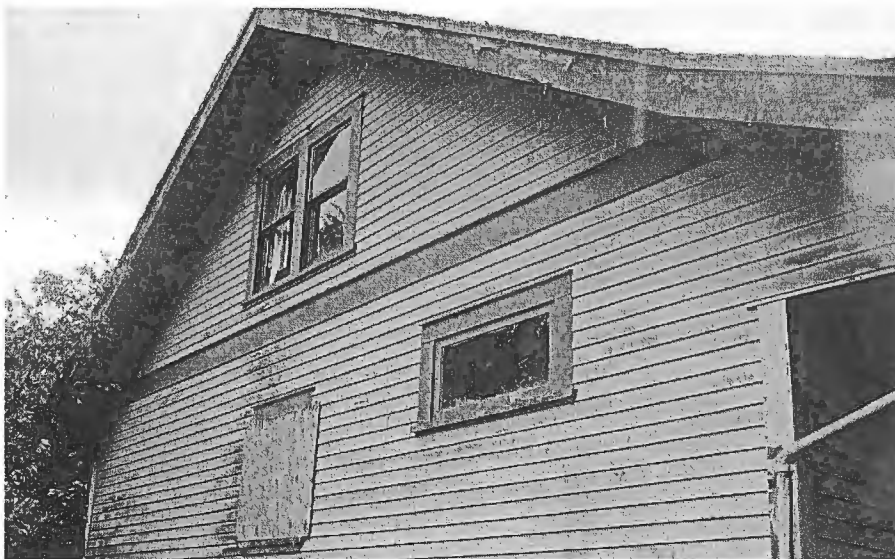
CONSERVATION RECOMMENDATIONS

- Preserve and repair as required, using in kind repair techniques where feasible.
- Overhaul, tighten/reinforce joints. Repair frame, trim and counterbalances.
- Each window should be made weather tight by re-puttying and weather-stripping as necessary.
- Retain historic glass, where possible. Where broken glass exists in historic wood-sash windows, the broken glass should be replaced. When removing broken glass, the exterior putty should be carefully chipped off with a chisel and the glazier's points should be removed. The wood where the new glass will be rested on should be scraped and cleaned well, and given a coat of linseed oil to prevent the wood from absorbing the oil from the new putty. The new glass should be cut 1/16-1/8th smaller than the opening to allow for expansion and irregularities in the opening, to ensure the glazing does not crack due to natural forces. Window repairs should be undertaken by a contractor skilled in heritage restoration.
- Replacement glass to be single glazing, and visually and physically compatible with existing;
- Prime and repaint as required in appropriate colour, based on colour schedule devised by Heritage Consultant.

5.7.2 DOORS & TRIMS

Gillespie Residence features original door openings, and one surviving, original wood front door assembly. It has been removed, to secure the building with plywood due to the rot on the surrounding framing. The original doors and trims are important character-defining elements of the heritage asset.

All surviving original doors should be preserved and repaired, as required, while unsympathetic replacement doors should be removed and restored with historically accurate wood doors.



Gillespie Residence Side Elevation Windows Partially Intact. Overall Sashes and Jambs.

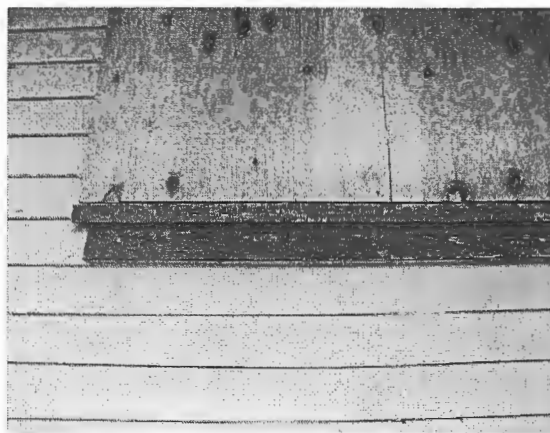
CONSERVATION RECOMMENDATIONS



Gillespie Residence South Elevation Windows



Gillespie Residence - Front Door Lites and Frame Intact



Gillespie Residence - Typical Sill Condition

Conservation Strategy: Preservation or Rehabilitation

- Retain the door openings in their original locations, and preserve and repair original doors.
- The front door assembly should be rehabilitated and restored.
- New doors should be visually compatible with the historic character of the building.
- The Heritage Consultant will review shop drawings for new door assemblies prior to manufacture and installation.

5.8 EXTERIOR COLOUR SCHEDULE






Part of the restoration process is to finish the building in historically appropriate paint colours. The following preliminary colour scheme has been derived by the Heritage Consultant, based on on-site paint sampling and microscopic paint analysis. The colours have been matched to Benjamin Moore's Historical True Colours Palette. Further on-site analysis is required for final colour confirmation once access is available.

Prior to final paint application, samples of these colours should be placed on the building to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the Heritage Consultant.

Conservation Strategy: Restoration

- Restore with appropriate historic colour scheme for exterior painted finishes.

PRELIMINARY COLOUR TABLE: GILLESPIE RESIDENCE, 12061 LAITY STREET, MAPLE RIDGE, BC

ELEMENT	COLOUR*	SAMPLE	FINISH
Siding	Dunbar Buff VC-5		Satin/ Eggshell
Trim	Cimarron 2093-10		Semi-gloss
Sash	Dunbar Buff VC-5		Gloss
Front Door	Cimarron 2093-10		Gloss
Porch Decking and Stairs	Edwardian Porch Grey VC-26		Non-slip
Roofing	Red-Brown 3-tab shingles	N/A	N/A

*Paint colours matched from Benjamin Moore paints and Benjamin Moore's *Historical Vancouver True Colours*

6.0 MAINTENANCE PLAN

A Maintenance Plan should be adopted by the property owner, who is responsible for the long-term protection of the heritage features of the Gillespie Residence. The Maintenance Plan should include provisions for:

- Copies of the Maintenance Plan and this Conservation Report to be incorporated into the terms of reference for the management and maintenance contract for the building;
- Cyclical maintenance procedures to be adopted as outlined below;
- Record drawings and photos of the building to be kept by the management / maintenance contractor; and
- Records of all maintenance procedures to be kept by the owner.

A thorough maintenance plan will ensure the integrity of the Gillespie Residence is preserved. If existing materials are regularly maintained and deterioration is significantly reduced or prevented, the integrity of materials and workmanship of the building will be protected. Proper maintenance is the most cost effective method of extending the life of a building, and preserving its character-defining elements. The survival of historic buildings in good condition is primarily due to regular upkeep and the preservation of historic materials.

6.1 MAINTENANCE GUIDELINES

A maintenance schedule should be formulated that adheres to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. As defined by the *Standards & Guidelines*, maintenance is defined as:

Routine, cyclical, non-destructive actions necessary to slow the deterioration of a historic place. It entails periodic inspection; routine, cyclical, non-destructive cleaning; minor repair and refinishing operations; replacement of damaged or deteriorated materials that are impractical to save.

The assumption that newly renovated buildings become immune to deterioration and require less maintenance is a falsehood. Rather, newly renovated buildings require heightened vigilance to spot errors in construction where previous problems had not occurred, and where deterioration may gain a foothold.

Routine maintenance keeps water out of the building, which is the single most damaging element to a heritage building. Maintenance also prevents damage by sun, wind, snow, frost and all weather; prevents damage by insects and vermin; and aids in protecting all parts of the building against deterioration. The effort and expense expended on an aggressive maintenance will not only lead to a higher degree of preservation, but also over time potentially save large amount of money otherwise required for later repairs.

6.2 PERMITTING

Repair activities, such as simple in-kind repair of materials, or repainting in the same colour, should be exempt from requiring city permits. Other more intensive activities will require the issuance of a Heritage Alteration Permit.

6.3 ROUTINE, CYCLICAL AND NON-DESTRUCTIVE CLEANING

Following the *Standards & Guidelines for the Conservation of Historic Places in Canada*, be mindful of the principle that recommends “using the gentlest means possible”. Any cleaning procedures should be undertaken on a routine basis and should be undertaken with non-destructive methods. Cleaning should be limited to the exterior material such as concrete and stucco wall surfaces and wood elements such as storefront frames. All of these elements are usually easily cleaned, simply with a soft, natural bristle brush, without water, to remove dirt and other material. If a more intensive



cleaning is required, this can be accomplished with warm water, mild detergent and a soft bristle brush. High-pressure washing, sandblasting or other abrasive cleaning should not be undertaken under any circumstances.

6.4 REPAIRS AND REPLACEMENT OF DETERIORATED MATERIALS

Interventions such as repairs and replacements must conform to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. The building's character-defining elements – characteristics of the building that contribute to its heritage value (and identified in the Statement of Significance) such as materials, form, configuration, etc. – must be conserved, referencing the following principles to guide interventions:

- An approach of minimal intervention must be adopted – where intervention is carried out it will be by the least intrusive and most gentle means possible.
- Repair rather than replace character-defining elements.
- Repair character-defining elements using recognized conservation methods.
- Replace 'in kind' extensively deteriorated or missing parts of character-defining elements.
- Make interventions physically and visually compatible with the historic place.

6.5 INSPECTIONS

Inspections are a key element in the maintenance plan, and should be carried out by a qualified person or firm, preferably with experience in the assessment of heritage buildings. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior and site conditions. It makes good sense to inspect a building in wet weather, as well as in dry, in order to see how water runs off – or through – a building.

From this inspection, an inspection report should be compiled that will include notes, sketches and observations. It is helpful for the inspector to have copies of the building's elevation drawings on which to mark areas of concern such as cracks, staining and rot. These observations can then be included in the report. The report need not be overly complicated or formal, but must be thorough, clear and concise. Issues of concern, taken from the report should then be entered in a log book so that corrective action can be documented and tracked. Major issues of concern should be extracted from the report by the property manager.

An appropriate schedule for regular, periodic inspections would be twice a year, preferably during spring and fall. The spring inspection should be more rigorous since in spring moisture-related deterioration is most visible, and because needed work, such as painting, can be completed during the good weather in summer. The fall inspection should focus on seasonal issues such as weather-sealants, mechanical (heating) systems and drainage issues. Comprehensive inspections should occur at five-year periods, comparing records from previous inspections and the original work, particularly in monitoring structural movement and durability of utilities. Inspections should also occur after major storms.

6.6 INFORMATION FILE

The building should have its own information file where an inspection report can be filed. This file should also contain the log book that itemizes problems and corrective action. Additionally, this file should contain building plans, building permits, heritage reports, photographs and other relevant documentation so that a complete understanding of the building and its evolution is readily available, which will aid in determining appropriate interventions when needed.



MAINTENANCE PLAN

The file should also contain a list outlining the finishes and materials used, and information detailing where they are available (store, supplier). The building owner should keep on hand a stock of spare materials for minor repairs.

6.6.1 LOG BOOK

The maintenance log book is an important maintenance tool that should be kept to record all maintenance activities, recurring problems and building observations and will assist in the overall maintenance planning of the building. Routine maintenance work should be noted in the maintenance log to keep track of past and plan future activities. All items noted on the maintenance log should indicate the date, problem, type of repair, location and all other observations and information pertaining to each specific maintenance activity.

Each log should include the full list of recommended maintenance and inspection areas noted in this Maintenance Plan, to ensure a record of all activities is maintained. A full record of these activities will help in planning future repairs and provide valuable building information for all parties involved in the overall maintenance and operation of the building, and will provide essential information for long term programming and determining of future budgets. It will also serve as a reminder to amend the maintenance and inspection activities should new issues be discovered or previous recommendations prove inaccurate.

The log book will also indicate unexpectedly repeated repairs, which may help in solving more serious problems that may arise in the historic building. The log book is a living document that will require constant adding to, and should be kept in the information file along with other documentation noted in section 6.6 *Information File*.

6.7 EXTERIOR MAINTENANCE

Water, in all its forms and sources (rain, snow, frost, rising ground water, leaking pipes, back-splash, etc.) is the single most damaging element to historic buildings.

The most common place for water to enter a building is through the roof. Keeping roofs repaired or renewed is the most cost-effective maintenance option. Evidence of a small interior leak should be viewed as a warning for a much larger and worrisome water damage problem elsewhere and should be fixed immediately.

6.7.1 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to the Rush House, such as water/moisture penetration, material deterioration and structural deterioration. This does not include interior inspections.

EXTERIOR INSPECTION

Site Inspection:

- ☐ Is the lot well drained? Is there pooling of water?
- ☐ Does water drain away from foundation?

Foundation

- ☐ Paint peeling? Cracking?
- ☐ Moisture: Is rising damp present?
- ☐ Is there back splashing from ground to structure?
- ☐ Is any moisture problem general or local?
- ☐ Is damp proof course present?
- ☐ Are there shrinkage or movement cracks in the foundation?
- ☐ Are there settlement cracks in the foundation?
- ☐ Is crack monitoring required?
- ☐ Is uneven foundation settlement evident?
- ☐ Are foundation vents clear and working?



- ☐ Do foundation openings (doors and windows) show: rust; rot; insect attack; paint failure; soil build-up;
- ☐ Deflection of lintels?

Wood Elements

- ☐ Are there moisture problems present? (Rising damp, rain penetration, condensation moisture from plants, water run-off from roof, sills, or ledges?)
- ☐ Is wood in direct contact with the ground?
- ☐ Is there insect attack present? Where and probable source?
- ☐ Is there fungal attack present? Where and probable source?
- ☐ Are there any other forms of biological attack? (Moss, birds, etc.) Where and probable source?
- ☐ Is any wood surface damaged from UV radiation? (bleached surface, loose surface fibres)
- ☐ Is any wood warped, cupped or twisted?
- ☐ Is any wood split? Are there loose knots?
- ☐ Are nails pulling loose or rusted?
- ☐ Is there any staining of wood elements? Source?

Condition of Exterior Painted Materials

- ☐ Paint shows: blistering, sagging or wrinkling, alligatoring, peeling. Cause?
- ☐ Paint has the following stains: rust, bleeding knots, mildew, etc. Cause?
- ☐ Paint cleanliness, especially at air vents?

Verandahs/Porches:

- ☐ Are steps safe? Handrails secure?
- ☐ Do any support columns show rot at their bases?
- ☐ Attachment – are porches, steps, etc. securely connected to the building?

Windows

- ☐ Is there glass cracked or missing?
- ☐ If the glazing is puttied has it gone brittle and cracked? Fallen out? Painted to shed water?
- ☐ Is there condensation or water damage to the paint?
- ☐ Are the sashes easy to operate? If hinged, do they swing freely?
- ☐ Is the frame free from distortion?
- ☐ Do sills show weathering or deterioration?
- ☐ Are drip mouldings/flushing above the windows properly shedding water?
- ☐ Is the caulking between the frame and the cladding in good condition?

Doors

- ☐ Do the doors create a good seal when closed?
- ☐ Are the hinges sprung? In need of lubrication?
- ☐ Do locks and latches work freely?
- ☐ If glazed, is the glass in good condition? Does the putty need repair?
- ☐ Are door frames wicking up water? Where? Why?
- ☐ Are door frames caulked at the cladding? Is the caulking in good condition?
- ☐ What is the condition of the sill?

Gutters and Downspouts

- ☐ Are downspouts leaking? Clogged? Are there holes or corrosion? (Water against structure)
- ☐ Are downspouts complete without any missing sections? Are they properly connected?
- ☐ Is the water being effectively carried away from the downspouts by a drainage system?
- ☐ Do downspouts drain completely away?

Roof

- ☐ Are there water blockage points?
- ☐ Is the leading edge of the roof wet?
- ☐ Is there evidence of biological attack? (Fungus, moss, birds, insects)
- ☐ Are shingles wind damaged or severely weathered? Are they cupped or split or lifting?
- ☐ Are the nails sound? Are there loose or missing shingles?
- ☐ Are flashings well seated?



MAINTENANCE PLAN

- ☐ If there is a lightening protection system are the cables properly connected and grounded?
- ☐ Does the soffit show any signs of water damage? Insect or bird infestation?
- ☐ Is there rubbish buildup on the roof?

INTERIOR INSPECTION

Basement

- ☐ Are there signs of moisture damage to the walls? Is masonry cracked, discoloured, spalling?
- ☐ Is wood cracked, peeling rotting? Does it appear wet when surroundings are dry?
- ☐ Are there signs of past flooding, or leaks from the floor above? Is the floor damp?
- ☐ Are walls even or buckling or cracked? Is the floor cracked or heaved?
- ☐ Are there signs of insect or rodent infestation?

Concealed spaces

- ☐ Is light visible through walls, to the outsider or to another space?
- ☐ Are the ventilators for windowless spaces clear and functional?
- ☐ Do pipes or exhausts that pass through concealed spaces leak?
- ☐ Are wooden elements soft, damp, cracked? Is metal material rusted, paint peeling or off altogether?
- ☐ Infestations - are there signs of birds, bats, insects, rodents, past or present?

6.7.2 MAINTENANCE PROGRAMME

INSPECTION CYCLE:

Daily

- Observations noted during cleaning (cracks; damp, dripping pipes; malfunctioning hardware; etc.) to be noted in log book or building file.

Semi-annually

- Semi-annual inspection and report with special focus on seasonal issues.
- Thorough cleaning of drainage system to cope with winter rains and summer storms
- Check condition of weather sealants (Fall).
- Clean the exterior using a soft bristle broom/brush.

Annually (Spring)

- Inspect concrete for cracks, deterioration.
- Inspect metal elements, especially in areas that may trap water.
- Inspect windows for paint and glazing compound failure, corrosion and wood decay and proper operation.
- Complete annual inspection and report.
- Clean out of all perimeter drains and rainwater systems.
- Touch up worn paint on the building's exterior.
- Check for plant, insect or animal infestation.
- Routine cleaning, as required.

Five-Year Cycle

- A full inspection report should be undertaken every five years comparing records from previous inspections and the original work, particularly monitoring structural movement and durability of utilities.
- Repaint windows every five to fifteen years.

Ten-Year Cycle

- Check condition of roof every ten years after last replacement.

Twenty-Year Cycle

- Confirm condition of roof and estimate effective lifespan. Replace when required.

Major Maintenance Work (as required)

- Thorough repainting, downspout and drain replacement; replacement of deteriorated building materials; etc.



APPENDIX A: RESEARCH SUMMARY

HISTORIC NAME: GILLESPIE RESIDENCE

ORIGINAL OWNERS: Mr. & Mrs. William Francis Gillespie

ADDRESS: 12061 Laity Street

DATE OF CONSTRUCTION: 1929

ORIGINAL CONTRACTOR: Mr. Burnett

LAND TITLE SEARCH

- September 18, 1923 – January 7, 1920: Andrew Phillips.
- January 7, 1920 – March 23, 1923: Claire Annie Phillips (Widow) Trustees, Executors and Agency Limited and Frank Hardy Phillips (In Trust).
- March 23, 1923 – October 23, 1930: Eliza Moore Burnett.
- October 23, 1930 – February 7, 1940: William Francis Gillespie.
- February 7, 1940 – October 24, 1980: Oscar Orro and Laura Noel Orro.
- October 24, 1980 – February 8, 2017: Patrick Waddell and Susan Crape.

DIRECTORIES

- 1929 [Wrigley's BC Directory,] page 922:
Gillespie W F electn h 10, 1305 W 15
No listing for Gillespie in Port Hammond or Port Haney
- 1929 [Wrigley's BC Directory,] page 515:
BCER W G McKay agt
BC Rapid Transit Co (Freight Line) E B Carr agt
- 1930 [Wrigley's British Columbia Directory,] page 505:
Port Haney – Gillespie Wm F agt BCER
Port Haney – BCER W F Gillespie agt
- 1935 [BC & Yukon Directory,] page 472:
Port Hammond – Gillespie W F dist rep BCER
- 1936 [BC & Yukon Directory,] page 185:
Haney – Gillespie W F dist rep BCER
- 1937 [BC & Yukon Directory:]
Haney/Port Hammond – BCER and Gillespie not listed
- 1938 [BC & Yukon Directory:]
Haney/Port Hammond – BCER and Gillespie not listed
- 1939 [BC & Yukon Directory,] page 107:
Haney/Port Hammond – Gillespie not listed
Haney – BC Electric Co F W Jones agt

GAZETTE REFERENCES

- Gazette, April 11, 1929, page 1: "Mr. and Mrs. Gillespie, of Vancouver, have taken up residence on the Laity Road in a house recently built by Mr. Burnett. Mr. Gillespie has been appointed by the B.C. Electric Railway to fill the vacancy caused by Mr. McIsaac's transfer to Chilliwack."
- Gazette, December 24, 1931, page 1: "Local – Personal: Mr. Gillespie, the B.C. Electric Railway Co.'s representative resides on the Laity road near the Dewdney Trunk."



RESEARCH SUMMARY

B.C. VITAL EVENTS

- Person: Eliza Moore Burnett; Event Type: Death; Registration Number: 1967-09-008391; Event Date: 1967-06-15; Event Place: Delta; Age at Death: 97.



SCHEDULE "D"

CONFIRMATION OF COMMITMENT BY REGISTERED PROFESSIONAL

This letter must be submitted before issuance of a Heritage Alteration Permit or a building permit.

To: **THE CITY OF MAPLE RIDGE**
(the authority having jurisdiction)

Re: **THE GILLESPIE RESIDENCE**

Address

Legal Description

The undersigned has retained _____ as a coordinating registered professional and member of good standing with the BC Association of Heritage Professionals with experience in heritage conservation to coordinate the design work and field reviews of the registered professional required¹ for this heritage project. The coordinating registered professional shall coordinate the design work and field reviews of the registered professional required for the project in order to ascertain that the design will substantially comply with the Gillespie Residence Conservation Plan and Preservation Plan and the *Standards and Guidelines for the Conservation of Historic Places in Canada*, the B.C. Building Code, and other applicable enactments respecting safety, not including the construction safety aspects.

For this project, field reviews are defined as those reviews of the work:

- a) at a project site of a development to which a Heritage Alteration Permit relates, and
- b) at fabrication location where building components are made that will replace deteriorated materials identified as character-defining elements for this project.

That a registered professional in his or her professional discretion considers necessary to ascertain whether the work substantially complies in all material respects with the plans and supporting documents prepared by the registered professional and with the Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 6913-2012, for which the Heritage Alteration Permit is issued.

The owners and the coordinating registered professional have read the Gillespie Residence Conservation Plan and the *Standards and Guidelines for the Conservation of Historic Places in Canada*. The owners and the coordinating registered professional each acknowledge their responsibility to notify the addressee of this letter of the date the coordinating registered professional ceases to be retained by the owners before the date that the coordinating registered professional ceases to be retained or, if that is not possible, then as soon as possible. The coordinating registered professional acknowledges the responsibility to notify the addressee of this letter of the date a registered professional ceases to be retained before the date the registered professional ceases to be retained or, if that is not possible, then as soon as possible.

¹ It is the responsibility of the coordinating registered professional to ascertain which registered professionals are required.

The owners and the coordinating registered professional understand that where the coordinating registered professional or a registered professional ceases to be retained at any time during construction, work on the above project will cease until such time as:

- a) a new coordinating registered professional or registered professional, as the case may be, is retained, and
- b) a new letter in the form set out in Schedule C in the Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. _____, is completed by the authority having jurisdiction.

The undersigned coordinating registered professional certifies that he or she is a registered professional of the BC Association of Heritage Professionals as well as being or working with another registered professional as defined in the British Columbia Building Code, who also has experience with heritage conservation projects and agrees to coordinate the design work and field reviews of the registered professionals required for the project as outlined in the attached plans and specifications.

Coordinating Registered Professional

Owner

Name (Please Print)

Name (Please Print)

Address

Address

Phone

Name of Agent or Signing Office (if applicable)

(Professional's Seal and Signature)

Date

Owner's or Owners appointed agent's signature (if owner is a corporation the signature of a signing officer must be given here. If the signature is that of the agent, a copy of the document that appoints the agent must be attached.)

Date

(if the coordinating registered professional is a member of a firm, please complete the following)

I am a member of the firm _____ and I sign this letter on behalf of the firm.

SCHEDULE "E"

CERTIFICATION OF COMPLIANCE

This letter must be submitted after substantial completion of the project but prior to final inspection by the authority having jurisdiction.

TO: THE CITY OF MAPLE RIDGE
(the authority having jurisdiction)

RE: _____
Discipline (e.g. Architectural, Engineering etc.) (Print)

Name of Project (Print)

Address of Project (Print)

Legal Description of Project (Print)

(Each registered professional shall complete the following:

Name (Print)

Address (Print)

Phone

Professional's Seal and Signature

Date

I hereby give assurance that:

- a) I have fulfilled my obligations for field review as outlined in Section 6 of the Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 6913-2012 and the attached Schedule D, Confirmation of Commitment by Owners.
- b) I am a registered professional of the BC Association of Heritage Professionals as well as being or working with another registered professional as defined in the British Columbia Building Code.

(if the registered professional is a member of a firm, complete the following:)

I am a member of the firm _____ and I sign this letter on behalf of the firm.

Signature

SCHEDULE "F"

ZONING BYLAW NO. 3510-1985 VARIANCES AND SUPPLEMENTS

PERMITTED THROUGH MAPLE RIDGE HERITAGE DESIGNATION AND REVITALIZATION AND TAX EXEMPTION AGREEMENT BYLAW NO. 7532-2019

The variances identified in this Schedule "F" to the Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019 apply to an only to those Lands within the City of Maple Ridge described below and any and all buildings, structure, and other development thereon:

For Maple Ridge Zoning By-law No. 3510-1985:

The RT-2 (Ground –Oriented Residential Infill) zone regulations shall apply to the Lands identified in the Agreement to which this Schedule is attached, with the following permitted exceptions:

- Section D LOT AREA DIMENSION 3. (b) is varied to reduce the lot width dimension from 25 metres to 24,42 metres;
- Section E Density is varied to allow excluding a maximum of 50 sq. m. of habitable basement area;
- Section G SITTING (e) is varied to reduce the interior side setback from 2.25 metres to 1.82 metres and deleting the exception; and
- Section I OTHER (1) is varied to allow unconcealed off-street parking not to be surrounded by a continuous landscaping screen when the spaces so used are integrated into the landscaping, design and surface treatment of the courtyard area.

SCHEDULE "G"

Portion of Site being Designated

**GILLESPE HOUSE
FOUR UNITS
INFILL PROJECT**

ADDRESS:

2061 LAITY ST.,
MAPLE RIDGE

LEGAL DESCRIPTION:

LOT	130
FILE	242
GROUP	1 NWDE
PLAN	47517

ID: 006-199-704

[illegible]

**NIT-A
EXISTING HOUSE**

to

SITE PLAN & CALCS

to

OCTOBER 16, 2018

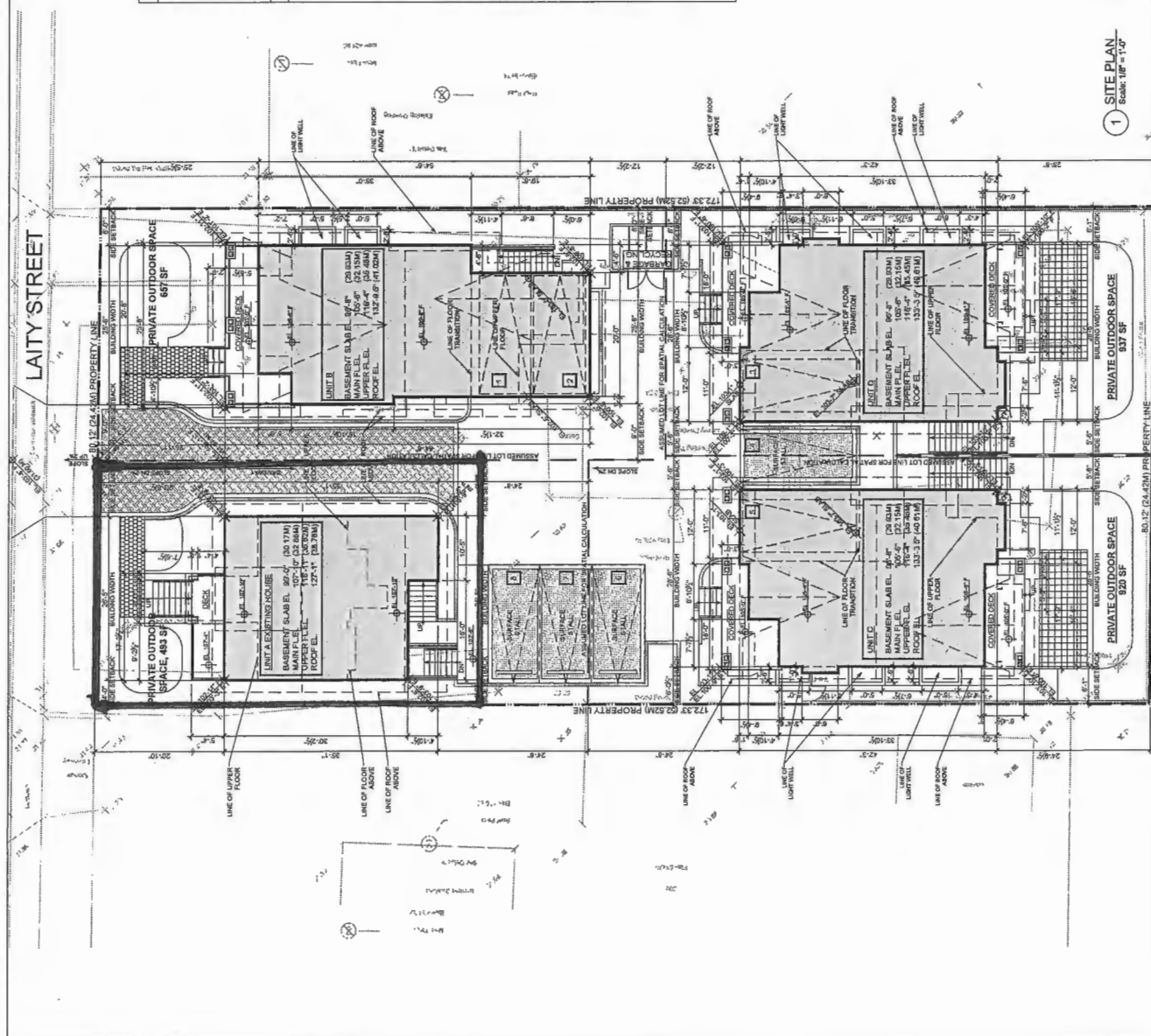
AS SHOWN

Drawing No.

12



1 SITE PLAN



No.	Date	Revision
1	06/07/18	ISSUED TO CORRUPTA
2	10/16/18	ISSUED TO DE

UNIT-A
EXISTING HOUSE

He

SITE PLAN &

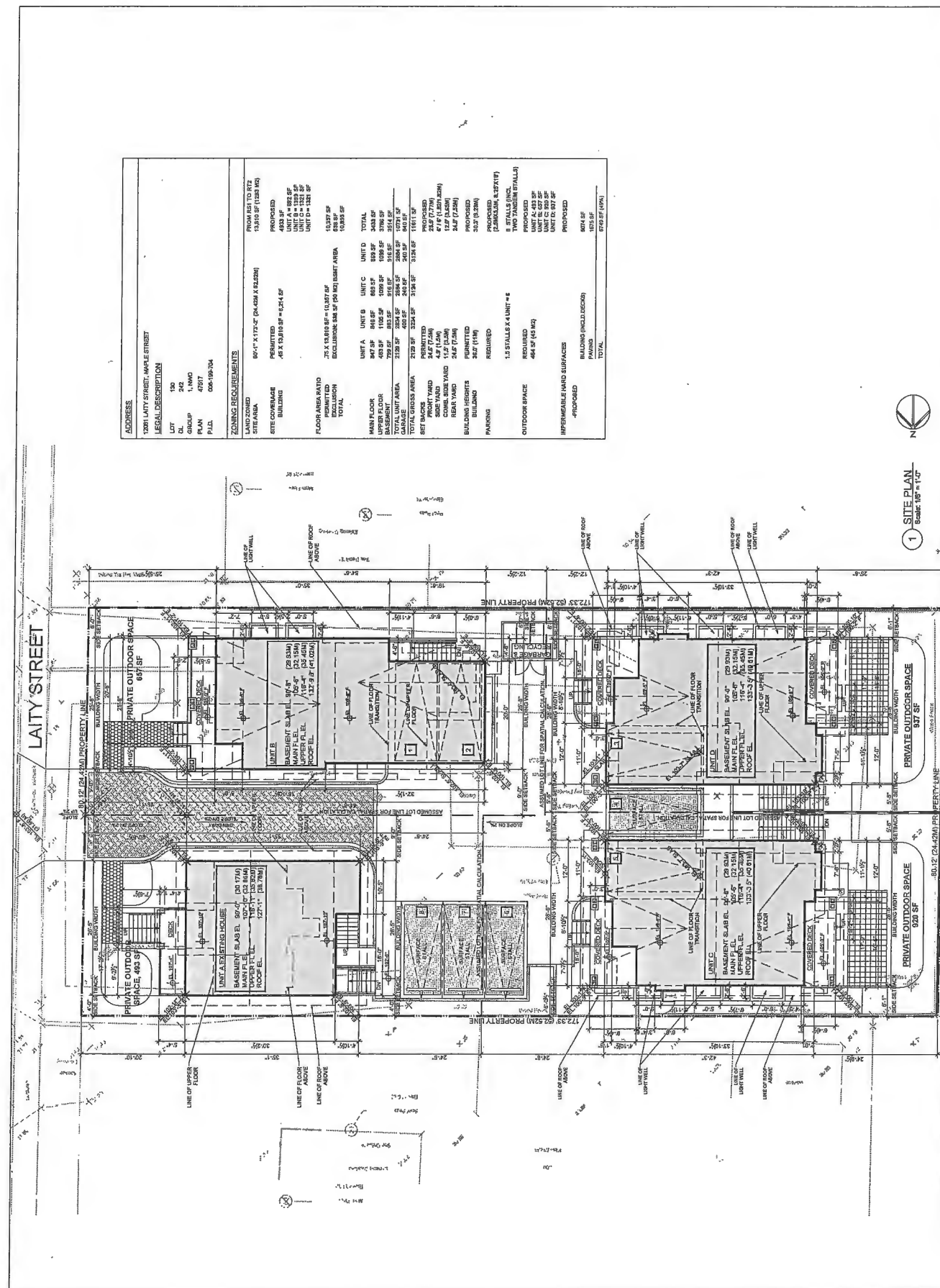
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scale

AS SHOWN

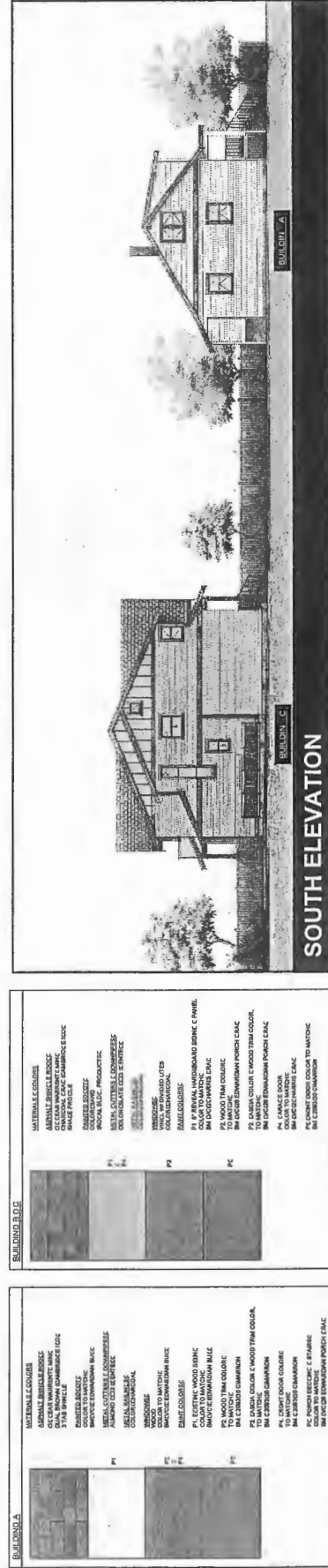
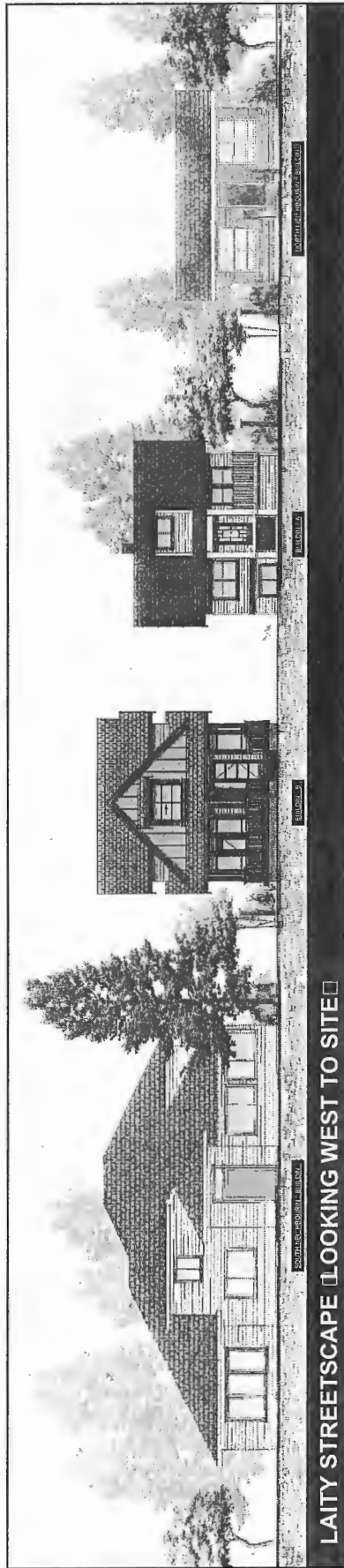
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APPENDIX D



No.	Date	Reason
1	06/01/18	ISSUED TO CONSUM
2	10/15/18	ISSUED TO CP

Title	COLOURED ELEVATIONS
Date	OCTOBER 16, 2018
Scale	AS SHOWN
Drawing No.	



TO: His Worship Mayor Michael Morden
and Members of Council
MEETING DATE: February 19, 2019
FILE NO: 2152821
FROM: Chief Administrative Officer
MEETING: COW
SUBJECT: Festival Grant Program Recommendations – Intake One

EXECUTIVE SUMMARY:

The City's Festival Grant Program was established in 1999 and provides financial and in-kind support to community groups for eligible events that benefit our residents and attract visitors. These festivals encourage community spirit, celebration of place, citizen engagement, and volunteerism, and provide opportunities for social, economic and cultural development. Grant funding supports festivals of different sizes and impact from small, grassroots events to medium and large events that attract thousands and involve more complexity including road closures, large equipment, safety related support, food trucks and/or alcohol activities. Eligible special event organizations can apply for funding through two annual funding intake processes. The first intake is due in December for festivals taking place between May 1 and October 31, 2019; the second intake is due in May for festivals taking place between November 1, 2019 and April 30, 2020.

The Festival Grant Program's approved annual budget is \$92,700. Recommendations for support allocations in 2019's first intake are outlined in the summary chart (Attachment A) based on the program's criteria.

RECOMMENDATION:

That festival support allocations totaling \$77,120 for events taking place between May 1 and October 31, 2019, as outlined in Attachment A of this report titled "Festival Grant Program Summary Chart – Intake One 2019" be approved.

DISCUSSION:

a) Background Context:

Applications for festival support were reviewed by an internal Festival Grant Committee on January 8, 2019, and evaluated with reference to the benefit criteria outlined in the Festival Support Policy ("the Policy") including financial documentation to demonstrate their need and justification for financial support. The Committee also considered each application's alignment with Tourism, Economic Development and Parks, Recreation & Culture planning goals. The committee was comprised of parks, economic development and finance staff and facilitated by the Special Events Coordinator (a non-voting facilitator in the adjudication process). Applicants are mainly non-profit and/or charitable organizations in our community, or have a regional mandate that includes the delivery of services and programs in Maple Ridge.

The Committee recommends a total of \$77,120 be allocated for events taking place between May 1 and October 31, 2019 as follows:

- \$17,000 for nine community festivals organized by independent organizations that include small, medium and large size events. Some highlights include the Maple Ridge Caribbean Festival Society continuing its pilot of a pre-event performance downtown as a lead up to the big event at the Fairgrounds; the Emerald Pig Theatrical Society's amount was maintained at the same level as the Society will continue to receive additional in-kind civic support towards their rehearsal performance costs for the Bard on the Bandstand event; the Art Yeah Festival group has proposed to expand by adding extra dates to the event through a Thursday Night Music series; and the Historical Society's Music on the Wharf application has been moved to the grassroots stream as the amount requested fits better under the grassroots category.
- \$52,620 towards three signature civic events and one partnership funding request which includes Canada Day, Celebrate the Night & Fireworks, Remembrance Day and National Indigenous Peoples Day. Additional grants and sponsors are also secured for these events. 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 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, the Committee recommends a balance of \$15,580 be held back for the Program's second intake for festivals taking place between November 1, 2019 and April 30, 2020 and to support grassroots and/or new events. Staff will continue to review applications for grassroots and new events throughout the year and allocate funding on an on-going basis of up to \$500 per event as per the Policy.

The Committee noted that all special events are continuing to grow and develop in popularity and complexity while costs for insurance, traffic management, safety needs 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 to address increasing safety requirements which will be reviewed during the annual business planning process. There are no additional safety requirements known at this point in the process.

b) Desired Outcome:

The desired outcome is that the Festival Grant Program will continue to contribute towards a healthy, engaged, creative and inclusive community and raise community spirit and the profile of Maple Ridge.

c) Strategic Alignment:

Supporting and enhancing the quality, scope and diversity of festivals and special events through the Festival Grant Program will contribute towards recognizing Maple Ridge as a destination and community with rich arts and culture opportunities which fits with the Parks, Recreation and Culture Master Plan (2010), Culture Plan, Tourism Strategy and other key planning documents.

d) Citizen/Customer Implications:

The Festival Grant Program provides assistance to community groups and partners to implement positive recreational and cultural festivals and special events that encourage strong citizen engagement and the development of a safe, affordable, vibrant, and livable community for all ages and abilities. In 2018 there were over 70 events with a total attendance of over 185,000 and volunteer contributions in excess of 22,000 hours.

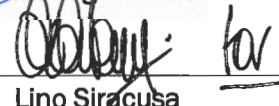
e) Business Plan/Financial Implications:

The recommended level of festival grant funding falls within the approved Parks, Recreation & Culture operating budget.

CONCLUSION:

Maple Ridge continues to have a strong tradition of citizen support for festivals and special events that enhance quality of life, encourage community identity and spirit, enhance economic benefits, attract tourists and participants, develop volunteerism and demonstrate a sense of responsibility to the community. The Festival Grant Program recognizes and supports these volunteer contributions and the positive outcomes they achieve.



Prepared by: Yvonne Chui
Manager of Arts & Community Connections


Reviewed by: Lino Siracusa
Director of Economic Development


Reviewed by: Catherine Nolan, CPA, CGA
Corporate Controller


Reviewed by: Danielle Pope
Director of Recreation & Community Engagement


Approved by: Kelly Swift, MBA
General Manager Parks, Recreation & Culture


Concurrence: Paul Gill, BBA, CPA, CGA
Chief Administrative Officer

Attachments:

(A) Festival Grant Program Summary Chart – Intake One 2019

Festivals Grant Program Summary Chart - Intake One 2019

Festival Name/Organization	2019 Request	2019 Recom.	Variance between 2018 App. & 2019 Recom.	2018 Approved	2017 Approved
1st INTAKE FUNDING					
Large Festivals					
Caribbean Festival	\$8,000	\$7,000	\$0	\$7,000	\$7,000
Mid-Sized Festivals					
Bard on the Bandstand / Emerald Pig Theatrical Society	\$3,500	\$2,500	\$0	\$2,500	\$2,500
Children's Festival / Family Fest	\$2,500	\$2,000	\$0	\$2,000	\$2,000
GETI Fest	\$1,500	\$1,500	\$0	\$1,500	\$1,200
Rivers Day / Alouette River Management Society	\$1,500	\$1,500	\$0	\$1,500	\$1,500
Small Festivals					
Adstock	\$1,000	\$1,000	\$0	\$1,000	\$1,000
Multiculturalism Day / Family Education & Support Ctr	\$1,000	\$500	\$0	\$500	N/A
Music on the Wharf (*moved and funded under Grassroots stream)	\$500	\$0	-\$500	\$500	\$500
Art Yeah Festival & Thursday Night Music	\$3,000	\$1,000	\$1,000		
Subtotal (Festival Applications)	\$22,500	\$17,000		\$16,500	\$15,700
Festivals Under Agreement Term Contract					
Country Fest - MRPM Agricultural Association	\$6,000	\$6,000	\$0	\$6,000	\$6,000
Haney Farmers Market	\$1,500	\$1,500	\$0	\$1,500	\$1,500
Subtotal (Agreements Term Contracts)	\$7,500	\$7,500		\$7,500	\$7,500
Civic Events and Partnerships					
Canada Day	\$35,000	\$23,620	-\$500	\$24,120	\$11,620
Remembrance Day	\$5,000	\$4,000	\$1,000	\$3,000	\$3,000
Celebrate the Night	\$25,000	\$22,000	-\$500	\$22,500	\$10,000
National Indigenous Peoples Day	\$4,000	\$3,000	\$0	\$3,000	\$3,000
Subtotal (Civic Events and Partnerships)	\$69,000	\$52,620		\$52,620	\$27,620
GRAND TOTAL 1st Intake	\$99,000	\$77,120		\$76,620	\$50,820
PROJECTED ALLOCATIONS 2nd INTAKE					
Hold Back for Festival, Civic Events and Partnerships	\$9,500	\$11,400		\$11,900	\$9,500
Hold Back for Grassroots and New Events	\$4,000	\$4,180		\$3,300	\$3,500
PROJECTED Grand Total 2nd Intake June 2018	\$13,500	\$15,580		\$15,200	\$13,000
PROPOSED GRANT ALLOCATIONS					
Total Recommended for 1st intake 2019		\$77,120		\$76,620	\$50,820
Total Recommended for 2nd intake 2019		\$15,580		\$15,200	\$13,000
BUDGET		\$92,700		\$91,820	\$63,820

* means applicant was considered under Grassroots stream of this program.

NOTE: 2019 PRC approved budget for festivals grant is \$92,700.

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.

Event Descriptions 2019 Festival Grant Program

Large Festivals:

Caribbean Festival (August 3-4, 2019) is an annual Caribbean-inspired festival held at the Albion Fairgrounds featuring live Caribbean bands, colourful costumes, dancing, arts and crafts, and delicious food! For details, visit www.caribbeanfest.ca.

Mid-Sized Festivals:

Bard on the Bandstand (July 24-27, 2019) is a free, annual event that supports the Friends in Need Food Bank with performances on the bandstand in Maple Ridge's Memorial Peace Park and Spirit Square in Pitt Meadows produced by the Emerald Pig Theatrical Society. For details, visit www.emeraldpig.ca.

Family Fest (May 3-5, 2019) includes three days of magical fun, great stage performances and all sorts of "try it" activities for kids and families. Event festivities include face-painting, clowns, entertainment and rides. Admission is free and complements the annual Home Show, and more information is available at www.ridgemeanowshomeshow.com.

GETI is a grass-roots volunteer-driven organization in Maple Ridge / Pitt Meadows that works to find local solutions to global problems like peak oil, climate change, environmental degradation, and food security. The 2019 GETI Fest (September 21) theme is "Live More, with Less". For details, visit www.gearsti.org.

Rivers Day (September 22, 2019) offers a wide variety of fun activities for kids of all ages, live entertainment, children's fishing pond, BBQ and environmental displays that help raise awareness about the beautiful streams and rivers in our community. It is organized by the Alouette River Management Society.

Small Festivals:

Adstock (July 7, 2019) is an alternative music festival that supports local youth to get involved in music. This is achieved by featuring youth bands in the lineup and provides volunteer opportunities with this non-profit organization.

Multiculturalism Day (June 27, 2019) celebrates culture within our community through cultural performances, children's crafts and activities, music and food. Wear your traditional cultural clothing to win a prize. Organized by the Family Education and Support Centre with community partners. For more information call 604-467-6055.

Music on the Wharf (July 15, 29, August 12, 26) is an annual event on the Port Haney Wharf. The public is invited to bring a chair and enjoy this summer music series beside the Fraser River. For details, visit mapleridgemuseum.org.

Art Yeah! Music Festival (September 28, 2019) features live music and painting on the Memorial Peace Park bandstand featuring local bands and artists for all ages to enjoy. For details, visit www.mrsmusicfest.com.

Festivals Under Agreement Term Contract:

Country Fest (July 27-28, 2019) features the largest 4H livestock shows in BC, horse shows, home arts and gardening competitions, backyard farming demonstration, a 'Fun Til You're Done' Farm with an amazing display of young farm animals, food and market exhibitors and daily entertainment lineups including tribute bands, multicultural/community acts, bilingual roving kids entertainers, and more. For details, visit www.mrpmcountryfest.com.

Haney Farmers Market is a popular annual event held every Saturday from 9 AM – 2 PM beginning May 11, ending undercover November 9 in Memorial Peace Park, For details, visit www.haneyfarmersmarket.org.

Civic Events and Partnerships:

Canada Day (July 1) celebrates our national holiday by bringing together many thousands of citizens and visitors for a remarkable summer festival and ceremony in downtown Memorial Peace Park. Three stages present arts, culture, music and dance, in addition to a Farmer's Market, community barbeque, children's games, community displays and all-ages family recreation activities.

Celebrate the Night (October 27, 2019) offers family friendly fun, food and Halloween celebrations in the dark. Activities include spooktacular crafts, spooky story time, costume parade, food truck specials, lanterns and lights, music and entertainment, mini street market and fireworks at 7:30 pm. For details, visit www.mapleridge.ca/1758.

National Indigenous Peoples Day (June 22) is a special day to celebrate the unique heritage, diverse cultures and outstanding achievements of First Nations, Inuit and Métis peoples in Canada. This is a partnership special event with the Fraser River All Nations Aboriginal Society (FRANAS). For details, visit www.franas.org.

Remembrance Day (November 11) memorial beings with a protocol parade from the maple Ridge Legion, followed by two minutes of silence, an official ceremony, flag raising, wreath laying and a fighter jet flyover in Memorial Peace Park. This special event is a partnership with the Royal Canadian Legion Branch 88. Visit www.legion88.com for details.

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Region View Recreation Services Lease Renewal

MEETING DATE: February 19, 2019
FILE NO: 2155118
MEETING: COW

EXECUTIVE SUMMARY:

Region View Recreation Services has been the operator of the Maple Ridge Golf Course for the last 12 years, and would like to continue to operate the course. The existing lease provides for four (4) lease renewal options of three (3) years each. Region View has submitted a formal written application to have the first of the four renewal options approved by Council.

The formal application also includes a request that Council consider maintaining the original lease rate at the greater of \$120,000 per year or 20% of gross revenue. The operator advises that increasing the lease rate to the greater of \$140,000 per year or 21% of gross revenue, as stipulated in the current agreement for future lease renewals, would be a significant financial burden considering the current reduced revenues at the course. The lease does offer the opportunity to maintain the original lease rate, which is what staff recommend.

RECOMMENDATION:

That the lease renewal request from Region View Recreation Services be approved on the same terms and conditions as the original lease agreement, which includes a rate that is the greater of \$120,000 per annum or 20% of gross revenue.

DISCUSSION:

a) Background Context:

Region View Recreation Services was the successful proponent when a proposal call for the operation of the Maple Ridge Golf Course was conducted in 2007. The terms of the agreement included two terms of six (6) years, followed by four further renewable terms of three (3) years each.

In 2013, Council approved a proposal from Region View Recreation Services to maintain the original lease rate of the greater of \$120,000 annually or 20% of gross revenue for the second six year term in exchange for the operator investing \$200,000 in the course at that earlier date, rather than waiting for the lease holder's future \$100,000 conditional investments for the renewals scheduled for 2019 and 2022. This funding proposal was intended to address golf course deficiencies to help increase user satisfaction and attract new customers to the facility.

Region View Recreation Services has continued to experience a downward trend in patronage, resulting in lower than anticipated revenues from 2013 through 2017, although 2018 has shown a positive increase and the beginning of 2019 started very strong prior to the current extreme weather conditions. Upon consultation with the City of Burnaby, staff have learned that the smaller courses in Burnaby have been experiencing similar challenges and that the larger course and other offerings such as the driving range are essentially subsidising the smaller courses. In fact, some smaller courses in the region have closed permanently in recent years as a result of this trend. This uncertainty is the reason for Region View's request to maintain the current lease rate rather than face an increase. The current rate guarantees that the City will continue to receive a minimum of \$120,000 per year.

b) Desired Outcome:

The desired outcome is to continue the provision of a public golf course as an important recreational opportunity for citizens and visitors to Maple Ridge.

c) Strategic Alignment:

Maintaining a public golf course is consistent with the 2010 Parks, Recreation & Culture Master Plan, and falls within the category of special purpose parks. This category of park draws visitors from both within and outside of the municipality who specifically travel to attend the golf course.

d) Citizen/Customer Implications:

The Maple Ridge Golf Course has served the community very well for many years as an affordable opportunity to participate in the sport of golf, which contributes to the overall health and wellness of the community. The operator has advised that there are approximately 90 annual membership passes purchased and that more than 25,000 rounds of golf are played at this course annually.

e) Business Plan/Financial Implications:

The current lease holder has operated the Maple Ridge Golf Course for the last 12 years and has fulfilled all of the contractual obligations required of them in the lease. As a result of the downward trend in registrations in the first 6 years of the lease, in 2013 Region View Recreation Services proposed advancing an additional investment of \$200,000 for immediate golf course improvements to entice past patrons and new customers to the course.

The advancement of these funds was equal to the amount that would have been a contractual requirement several years later, as a condition of future lease renewals. At that time, Council accepted the operator's offer in exchange for waiving the proposed lease rate increase for the following six-year term. This lease period will conclude in early 2019.

Therefore, the lease rate for the second six-year term was the greater of \$120,000 or 20% of gross revenue instead of the greater of \$140,000 or 21% of gross revenue. Over the last 12 years, Region View Recreation Services has invested \$500,000 for golf course maintenance equipment and capital improvements, in addition to the \$200,000 that was advanced several years before the requirement to do so for lease renewals.

Section 22.a of the lease allows for rent to be determined according to the fair market rent for the premises, so long as annual base rent is not less than it was during the most recent renewal term. Section 24 of the lease allows for such rent and percentage rate for the premises to be decided by arbitration, should the Landlord and the Tenant fail to agree to such rent and percentage rent payable for the premises with respect to the renewal.

f) Alternatives:

The alternative would be to require the operator to transition to the higher lease rate of the greater of \$140,000 or 21% of gross revenue. However the operator has advised that this proposed increase may be too much of a financial burden given the lower than anticipated revenues that have been experienced in recent years. In fact, the audited statements provided by the operator show that 20% of gross revenues have not exceeded the base rent in more than six years.

CONCLUSION:

Staff recommend that the lease be renewed for a 3-year term at the original lease rate, and that this lease be reviewed again at the end of the term to determine if the golf course operations have improved to the point where an increased rent would be warranted.

Prepared by:


David Boag
Director of Parks & Facilities

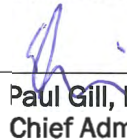
Reviewed by:


Trevor Thompson, BBA, CPA, CGA
Chief Financial Officer

Approved by:


Kelly Swift, MBA
General Manager Parks, Recreation & Culture

Concurrence:


Paul Gill, BBA, CPA, CGA
Chief Administrative Officer

Attachments:

(A) Region View Recreation Services Lease

THIS INDENTURE is made as of the 1ST day of March 2007 but is actually executed on the 28 day of February 2007

IN PURSUANCE OF THE "LAND TRANSFER FORM ACT, PART 2"

BETWEEN:

THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE, a body corporate having its office at
11995 Haney Place, Maple Ridge, in the Province of British Columbia

(hereinafter called the "Landlord")

OF THE FIRST PART,

AND:

REGION VIEW RECREATION SERVICES, a sole proprietorship having its office at
8922 Harvie Road, Surrey, in the Province of British Columbia

(hereinafter called the "Tenant")

OF THE SECOND PART.

WITNESSETH that in consideration of the rents, covenants, conditions, and agreements hereinafter respectively reserved and contained on the part of the Landlord and the Tenant to be respectively paid, kept, observed and performed the Landlord and the Tenant covenant and agree each with the other as follows:

1. The Landlord does hereby demise and lease unto the Tenant those lands and premises situate in the Municipality of Maple Ridge, being more particularly known and described as:

Lot 2 District Lot 277 Group 2 New Westminster District Plan 84260 (PID: 0150947-424) hereinafter called the "Premises";

TO HAVE AND TO HOLD from the Commencement Date of Term (as hereinafter defined) for the term (hereinafter called the "Term") of twelve years thence ensuing unless sooner terminated pursuant to the provisions hereof.

2. (a) YIELDING AND PAYING THEREFORE annual rent during each of the first six years of the Term :



THE GREATER OF:

- (i) the rent of one hundred and twenty thousand dollars (\$120,000.00) payable in equal consecutive monthly installments of ten thousand dollars (\$10,000.00) each, the first of such installments to be paid on the Commencement Date of Term; OR
- (ii) a Percentage Rent for each Lease Year equal to twenty per centum (20%) of Gross Revenue for such Lease Year;

- (b) YIELDING AND PAYING THEREFORE annual rent during each year of the second six years of the Term :

THE GREATER OF:

- (i) the rent of one hundred and forty thousand dollars (\$140,000.00) payable in equal consecutive monthly installments of eleven thousand six hundred and sixty six dollars and sixty seven cents (\$11,666.67) each, the first of such Installments to be paid on the Commencement Date of the second five years of the Term; OR
- (ii) a Percentage Rent for each Lease Year equal to twenty one per centum (21%) of Gross Revenue for such Lease Year;

- (c) All such rent shall be payable in lawful money of Canada monthly with any deduction therefrom to the Landlord at 11995 Haney Place, Maple Ridge, British Columbia or at such other place as the Landlord may from time to time in writing direct.
- (d) On or before the twelfth day of each month during the Term and, if applicable, the twelfth day of the month following the completion of the Term, the Tenant shall furnish the Landlord with a statement in writing certified to by the Tenant showing in reasonable detail and in such form as the Landlord may require the Gross Revenue for the immediately preceding month; where the aggregate of the amount resulting from the application of the percentage provided for in Article 2(a)(ii) or Article 2(b)(ii), as the case may be, to the stated Gross Revenue for the month for which the statement of Gross Revenue is made exceeds the rent for such month, then the statement of Gross Revenue for such month shall be accompanied by an additional payment to the Landlord in the amount of such excess.
- (e) Within sixty (60) days after the end of each Lease Year, the Tenant shall furnish a statement in writing (herein referred to as the "Audited Statement") signed and verified by the Tenant and certified to by the auditor of the Tenant (who shall be a chartered accountant or other accredited public accountant acceptable to the Landlord) setting out the amount of the Gross Revenue for such Lease Year; if the Percentage Rent for such a Lease Year based on the Audited Statement of Gross Revenue for the Lease Year is greater than the rent actually paid by the Tenant for the Lease Year, then the Audited Statement of Gross Revenue shall be accompanied by a payment equal to such excess amount.
- (f) If the actual rent paid in respect of any Lease Year pursuant to Article 2(a) or (b), as the case may be, hereof exceeds both the Percentage Rent payable for such Lease Year based on the Audited

Statement of Gross Revenue and the base rent payable under Article 2(a)(i) or Article 2(b)(i), as the case may be, then the Landlord shall refund to the Tenant the amount by which actual rent paid exceeds the greater of the Percentage Rent payable for such year and the the base rent payable under Article 2(a)(i) or Article 2(b)(i), as the case may be , without interest within thirty (30) days after the delivery of the Audited Statement of Gross Revenue for such Lease Year, or within thirty (30) days after the completion of the audit by the Landlord referred to in Article 2(f), whichever is later, provided such audit by the Landlord is commenced within thirty (30) days after the delivery of the Audited Statement of Gross Revenue for such Lease Year and confirms such over-payment. Nevertheless, in the event that the Percentage Rent, the rent or the Additional Rent for the period following such Lease Year as set out in this Article 2 shall then be in arrears, the Landlord shall be entitled to deduct the amount in arrears from such excess.

- (g) The Tenant hereby agrees that it will keep within the Premises or its Head Office in British Columbia separate accounting records for the business carried on, upon or from the Premises, such records consisting of an accurate record of all sales of merchandise and services and all other revenue derived from the business conducted at, in, from or upon the Premises and including such other supporting or ancillary records and vouchers so as to enable an audit of the statement of Gross Revenue to be conducted; such records shall be available to the inspection and audit of the Landlord and its agents at all reasonable times during ordinary business hours; the Tenant agrees to keep, retain, preserve and make available to the Landlord for at least twelve (12) months after the delivery of the Audited Statement of Gross Revenue all sales slips, inventory records and other pertinent records. The tenant also agrees to provide the Landlord with an unaudited financial statement at the same time as the Audited Statement of Gross revenues is provided and acknowledges that such information may be made available to the public upon request at the discretion of the Landlord. The Tenant acknowledges that, notwithstanding the delivery to the Landlord of an Audited Statement of Gross Revenue certified to by a chartered accountant or other accredited public accountant and the acceptance of such statement and Percentage Rent, if any, shown to be payable thereby the Landlord may at its instance cause an independent audit to be undertaken. In the event that such audit discloses that the actual Gross Revenue is greater by three percent (3%) or more than that disclosed by the Audited Statement of Gross Revenue furnished by the Tenant, or in the event the Tenant's records are such that the Landlord's auditor is unable to conduct a proper audit, the Tenant in addition to paying the additional Percentage Rent based on the Gross Revenue disclosed by such independent audit, shall pay the cost of such audit or attempted audit with the next installment of rent, and the Landlord shall have the option to terminate this Lease in accordance with Article 6.
- (h) Additional Rent shall not be deductible from or taken into account in computing the Percentage Rent payable.
- (i) All Rental reserved herein, including, without limiting the generality of the foregoing the Additional Rent, shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate Rental for irregular periods of less than one (1) year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute Rental for such irregular period.

3. For the purposes of this Lease:

- (a) "Additional Rent" means all sums, other than rent and Percentage Rent, payable by the Tenant as determined in accordance with the provisions of this Lease;

(b) "Commencement Date of Term" means March 1, 2007;

(c) "Gross Revenue" means the entire amount of the sales price, whether for cash or credit or otherwise of all sales of food, beverages, merchandise and services (including amounts received for equipment rental and memberships) and all other receipts or receivables whatsoever of all business conducted at, in, upon or from the Premises, including receipts and receivables in respect of orders taken at or received at the Premises (although such orders may be filled elsewhere), by the Tenant and/or by any sub lessee, concessionaire or licensee or otherwise in or from the Premises and all proceeds from coin operated machines or vending machines. No deductions shall be allowed for uncollected or uncollectible credit accounts. The term Gross Revenue shall not include:

- (i) any sums shown separately from the price, collected and paid out for any direct retail sales tax imposed by any duly constituted government authority;
- (ii) the exchange of foodstuffs, beverages, goods and merchandise between the stores of the Tenant, if any, where such exchange is made solely for the convenient operation of the business of the Tenant and not for the purpose of consummating a sale which has theretofore been made or agreed to be made at, in, from or upon the Premises and/or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in or from the Premises;
- (iii) the amount of returns to suppliers;
- (iv) the amount of merchandise sold when such merchandise or some part thereof is thereafter returned by the purchaser and accepted by the Tenant, and a refund or credit is given to the purchaser;

Each sale upon an installment or credit basis shall be treated as a sale for the full price in the month in which such sale is made regardless of the time when the Tenant shall receive payment (whether full or partial) from its customer;

(d) "Lease Year" means each consecutive 12 month period with the first of such periods commencing on the ~~Commencement Date of Term~~ *JANUARY 01 2009 FOR EACH OF THE REMAINING YEARS OF THIS LEASE.*

(e) "Percentage Rent" means the percentage rent payable by the Tenant as determined in accordance with Article 2(a)(ii) or Article 2(b)(ii), as the case may be;

(f) "rent" means the rent payable by the Tenant to the Landlord and reserved by Article 2(a)(i) or 2(b)(i), as the case may be;

(g) "Rental" means the aggregate of the annual rent and Additional Rent payable hereunder:

(h) "Taxes" means all taxes (including local improvement taxes), levies, rates or assessments from time to time levied by any taxing or school authority on the Premises and on all improvements and buildings now or hereafter thereon or on the Landlord or the Tenant in respect thereof or either of them or any charges levied in lieu thereof together with all costs and expenses (including legal and other professional fees and interest and penalties on deferred payments) incurred by the Landlord in good faith contesting or appealing any such taxes, levies, rates or assessments or charges levied in lieu thereof.

4. The Tenant covenants and agrees with the Landlord:

(a) to pay annual rent without any deduction therefrom and to pay, whether to the Landlord or

otherwise, the Additional Rent, all at the times and in the manner herein provided;

- (b) to pay when due every tax and license fee (including penalties for late payment thereof) in respect of any and every business carried on in or upon the Premises or in respect of the occupancy or use of the Premises by the Tenant (or by any and every of its sub-tenants) whether such taxes or license fees are charged by a municipal, federal or provincial government or other body and whether the statement or notice of such taxes or license fees are rendered to the Landlord or the Tenant; and to pay all taxes, rates, licenses or assessments against any improvements, fixtures, machinery, equipment or like chattels erected or placed upon or affixed to the Premises by or on behalf of the Tenant or assessed against the business carried on by the Tenant therein, whether the statement or notice of such taxes, rates, licenses or assessments is rendered to the Landlord or the Tenant;
- (b.2) to, except as otherwise provided herein, pay all Taxes;
- (c) to pay all rates, tolls and charges incurred in respect of the Premises for electricity, gas, telephone, janitorial services and refuse collection and other similar utilities including water and sewer charges;
- (d) that the Tenant shall, at the Tenant's expense, during the Term and any renewal thereof well and sufficiently repair and replace, maintain, amend and keep the Premises, and every part thereof and improvements thereon (including the fixtures, any washroom and the electrical, plumbing, heating, air-conditioning and all other mechanical systems) in good and substantial repair when, where and so often as need shall be. And the Landlord may on reasonable notice enter and view the state of repair, the Tenant will repair according to notice, and the Landlord may enter the Premises using such force as may be necessary without being liable to the Tenant therefore during any emergency; and that the Tenant will leave the Premises in good and substantial repair, save as aforesaid;
- (e) to keep well painted the painted portions of the Premises;
- (f) that the Tenant will continuously throughout the Term use and occupy:
 - (i) the Premises only for the purpose of operating a golf course; the Tenant may operate other recreational facilities from the Premises providing that approval for any new facilities is first obtained in writing from the Landlord; and
 - (ii) the clubhouse portion of the Premises only as a golf course clubhouse containing an area for retail sales of golfing equipment and accessories, a restaurant area serving breakfast, lunch, dinner, snacks, hot or cold fast foods, liquor, beer, wine, a banquet facility to accommodate group functions such as tournament and wedding banquets and a residence area occupied by the golf course caretaker, and that the Tenant will not use or occupy the Premises for any other purpose;
- (g) that the Tenant shall abide by and comply with all laws, by-laws, rules and regulations and requirements of every federal, provincial, municipal or other authority or any body of fire insurance underwriters which in any manner now or in the future relates to or affects the Premises and the use of and/or the business carried on and conducted therein;
- (h) that the Tenant shall forthwith discharge any liens at any time filed against and keep the Premises free from liens of which the Tenant is the cause of such filing and in the event that the Tenant fails to do so, the Landlord may, but shall be under no obligation to pay into Court the

amount required to obtain a discharge of any such lien in the name of the Tenant and any amount so paid together with all disbursements and taxed costs in respect of such proceedings on a solicitor and client basis shall be forthwith due and payable by the Tenant to the Landlord as Additional Rent; and the Tenant shall indemnify and save harmless the Landlord from and against any and all manner of claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any repairs, alterations, installations and additions which the Tenant shall make or cause to be made to the Premises; and the Tenant acknowledges and agrees that the Landlord may file a "notice of interest" under the Builders Lien Act against title to the Premises in the land title office;;

(i) that the Tenant shall not:

(i) assign this Lease without the prior consent in writing of the Council of the Landlord, which may or may not be granted at the Landlord's sole discretion; for the purposes of this paragraph, if the Tenant is a corporation, the sale or issuance of any shares in the capital of the corporation other than to a person who is a shareholder on the date the Tenant executes this Lease shall be deemed to be an assignment of this Lease for which the Landlord's consent is required; the Tenant will, from time time upon request of the Landlord, provide access to its corporate records and provide copies to the Landlord of such documents and other evidence as the Landlord may require, so as to enable the Landlord in order to determine the shareholders and changes thereto, or

(ii) mortgage this lease without the prior consent in writing of the Council of the Landlord, or

(ii) sublet the Premises or any part thereof or otherwise part with possession, in any manner whatsoever, of the Premises or any part thereof, without the prior consent in writing of the Council of the Landlord, any request for such consent shall be in writing and accompanied by details of the proposed assignment or subletting together with all information available to the Tenant and requested by the Landlord as to the responsibility, reputation, financial standing and business of the proposed assignee or subtenant;

(j) that the Tenant shall not remove its goods from the Premises except in the usual course of business;

(k) that the Tenant shall at its expense, provide janitorial services to the Premises sufficient to keep the Premises tidy and in a clean and sanitary condition and free from odours, rodents, bugs and vermin and shall provide receptacles for refuse and rubbish of all kinds and shall attend to the removal off the same from the Premises at regular intervals and shall not keep or leave any rubbish of any kind in or near the Premises;

(l) that the Tenant will not carry on nor allow to be carried on, done or maintained on the Premises any work, business, occupation or thing which may be deemed a nuisance or which may be offensive or annoying to the Landlord or any other occupant of lands adjacent to the Premises or be improper, noisy or contrary to any law or to any municipal by-law from time to time in force or by which the Premises shall be injured or which may increase the hazard of fire or liability of any kind or which may increase the premium rate of insurance against loss by fire or liability upon the Premises (and, without waiving the foregoing prohibition the Landlord may demand, and the Tenant shall pay to the Landlord upon demand, the amount of any such increase of cost) or cause the cancellation of or invalidate any policy of insurance of any kind upon or in respect of the same and the Tenant shall not bring any explosive materials onto the Premises;

(m) that the Tenant will :

- i.) permit the Landlord and its authorized agents and employees to show the Premises to prospective tenants during normal business hours of the Landlord during the Term;
 - ii.) allow the Landlord during the six (6) month period prior to the expiry of the Term to place on the Premises a notice advertising that the Premises are for rent or lease;
 - iii.) not collect membership dues or annual pass holder fees during the last year of the Term in advance of the lease being renewed since such fees are being collected for the upcoming year's play.
- (n) that, other than making the improvements referred to in Article 4(u) the Tenant will not make or construct any alterations, additions or improvements in the Premises nor install any plumbing, piping, wiring or heating apparatus or other mechanical systems therein without the written permission of the Landlord first had and obtained (and which permission the Tenant acknowledges the Landlord may arbitrarily withhold) and at the end or sooner determination of the Term the Tenant will restore the Premises or any part thereof, to their condition following the completion of those improvements specified in Article 4(u), if called upon to do so by the Landlord, but otherwise all repairs, alterations, installations and additions made or constructed by the Tenant upon or in the Premises, except moveable business fixtures brought thereon by the Tenant, shall be the property of the Landlord and shall be considered in all respects as part of the Premises;
- (o) that the Tenant will not erect or display any signs or nameplates on the Premises without the Landlord's approval thereof in writing first had and obtained and will remove the same upon the expiration of the Term making good any damage caused by such removal;
- (p) to observe, obey and conform to and cause its employees, invitees and licensees to observe, obey and conform to the rules and regulations attached hereto as Schedule "A" and to all further reasonable rules and regulations from time to time made by the Landlord with regard to the good reputation, safety, care, cleanliness, appearance, management, use or occupation of the Premises and to have an attendant or supervisor present on the Premises at all times the Premises are in use;
- (q) that the Tenant will produce to the Landlord from time to time at the request of the Landlord satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease;
- (r) that the Tenant shall promptly make whole at its sole cost and expense all damaged glass (including plate glass) in the Premises;
- (s) that the Tenant, at the expiration or earlier termination of the Term, will peaceably surrender and give up possession of the Premises without notice from the Landlord;
- (t) that, other than in making the improvements referred to in Article 4(u), the Tenant shall not affix any machinery or equipment to the Premises without first obtaining the written consent of the Landlord;
- (u) that the Tenant shall construct and install improvements to the golf course at a cost of no less than \$370,000.00 including refurbishments to the clubhouse and upgrades to the golf course grounds parking areas and entrances, as outlined generally, during the first three years of the Term and shall, prior to the Commencement Date of Term, provide the Landlord with an unconditional and irrevocable clean letter of credit or equivalent security, in a form acceptable to the Landlord, drawn

on a Canadian Chartered Bank in an amount equal to the greater of the estimated cost of such improvements or \$370,000, the amount of which the Landlord shall permit to be reduced as the improvements are completed to the satisfaction of the Landlord. The value of completed improvements shall be verified by the submission of records proving contract payments made by the tenant to a third party contractor or by a quantity surveyor or other qualified authority acceptable to the Landlord. The form of proof of value shall be determined at the Landlord's sole discretion such that the Landlord may require verification by a quantity surveyor to be appointed by the Landlord despite the submission of contract payment records.

If such improvements are not commenced and completed within such three (3) year period, the Landlord shall have the right to draw down the required amount under such letter of credit and construct and/or complete such improvements; in lieu of drawing down such funds under the said letter of credit, the Landlord shall have the right to terminate this Lease.

Prior to construction of the said improvements, the Tenant shall first have submitted a detailed outline (and design drawings if appropriate, as determined by the Landlord) of the improvements proposed by the Tenant and shall obtain approval from the Landlord for such improvements. All construction shall be completed in accordance with all applicable rules and regulations for construction as may be required from time to time by the appropriate regulatory agencies having jurisdiction in such matters.

In addition, prior to the commencement of the lease the Tenant shall provide a list of equipment owned by the Tenant which is to be utilized for the operation of the golf course the value of which shall be no less than \$130,000.

- (v) that the Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, costs, claims, suits or actions growing out of this Lease and, without limiting the generality of the foregoing, growing out of:
 - (i) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed;
 - (ii) any damage or injury to property of the Landlord while said property shall be in or about the Premises; and
 - (iii) any damage or injury to any property or to any person including death resulting at any time therefrom, occurring in or about the Premises; provided that this indemnity shall survive the expiry or sooner determination of the Term, as to matters which arose prior to such expiration or sooner determination;
- (w) that the Tenant shall not cause or suffer or permit any oil or grease or any harmful, objectionable, dangerous, poisonous, inflammable or explosive matter or substance to be discharged into the drains or sewers on the Premises or lands adjacent thereto, and will take all reasonable measures for ensuring that any effluent discharged will not be corrosive, poisonous or otherwise harmful, or cause obstruction, deposit or pollution within the Premises;
- (x) that the Tenant shall not permit any vehicles belonging to the Tenant or its employees, licensees, invitees, or persons delivering supplies and goods to the Premises to cause obstruction on any roads

or driveways in the neighbourhood of the Premises;

(y) that the Tenant will:

(i) continuously occupy the Premises throughout the Term and operate and conduct its business thereon in an up to date, first class and reputable manner.

(ii) conduct its business in the entire Premises;

(iii) actively carry on in the Premises the type of business for which the Premises are leased to the Tenant and carry out an appropriate marketing program to ensure as full use of the premises as possible

(iv) complete random customer service exit surveys on an annual basis in sufficient number to obtain a reasonable degree of feedback on the operation and in a form which is acceptable to the Landlord, and report such results to the Landlord along with an indication of how the feedback will be utilized to improve the operation.

(v) be open to charitable groups wishing to book the course for golf tournaments to raise funds for charitable purposes on an as available basis and assist those groups in their activities to the extent possible;

(vi) keep in stock on the Premises a full and ample line of food, inventory, supplies and beverages for the purpose of carrying on its retail business therein, maintain an adequate staff to serve properly all customers, and operate the said business in an efficient and diligent manner;

(z) that the Tenant will maintain the whole of the Premises and grounds to an acceptable standard set by the Parks and Facilities Director of the Landlord or such other person as the Landlord may designate. Without restricting the generality of the foregoing the Tenant shall perform or cause to be performed the maintenance, activities described in Schedule A which is attached to and forms part of this Lease;

(aa) to provide all the necessary personnel and equipment and supplies for the full and proper operation of the Premises as a golf course.;

(bb) to provide to those owners and their successors and assigns (and immediate members (being parents and children of their families) on whose real property the present Fairway Number 7 of the golf course situate on the Premises encroaches, free golfing and access to places open to the public on the Premises, during hours open to the public;

(cc) to establish course regulations for annual pass holders and green fee players provided such regulations are first agreed to by the Council of the Corporation of the District of Maple Ridge. For the purpose of this agreement the course regulations identified in Schedule B shall be incorporated into any regulations proposed by the Tenant unless changes are first approved by the Landlord. The tenant shall ensure, at a minimum, that those players holding annual passes prior to the commencement of the Term shall be offered an annual pass with privileges and fees to be determined by the Tenant, until such time as those players cease to wish to hold annual passes at which time the tenant shall be free to offer annual passes or not.

(dd) that the Tenant will not feed or turn out upon the Premises any horse, cattle or other animal nor will it plough up any part of the Premises or grow any hay or other crops thereon nor will it put

any manure or dressing thereon so as to interfere with the playing of golf thereon.

(ee) that the Tenant will not without the Landlord's previous written consent cut down or injure any trees, plants, bushes or hedges or remove from the Premises any soil, clay, sand or other materials and will not make any excavations thereon except for the purpose of laying out and maintaining such a golf course and erecting such buildings as are hereby authorized.

5. The Landlord covenants and agrees with the Tenant:

(a) for quiet enjoyment;

(b) to suspend the requirement for payments of rent during any period of time during which the Golf Course business is not operating from the Premises due to the owners of the properties situated on the 7th Fairway blocking such use, and the Tenant waives all other rights and remedies it may have against the Landlord with respect to any loss the Tenant may suffer as a result of such blockage; and

(c) to the extent the Landlord is legally permitted to provide an exemption from Taxes, but does not provide such an exemption, the Landlord will pay such portion of Taxes. .

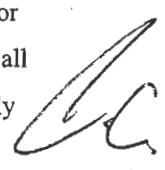
6. (a) If and whenever the Rental hereby reserved or any part thereof shall not be paid on the day appointed for payment thereof, whether demanded or not, or in case of breach or non-observance or non performance of any of the covenants, agreements, provisos, conditions or rules and regulations on the part of the Tenant to be kept, observed or performed, or in case the Premises shall be vacated or remain unoccupied for five (5) days or without the written consent of the Landlord or in case the Premises shall be used by any person other than the Tenant, the Tenant's permitted assigns or permitted sub lessees, or for any other purpose than that for which the same were let or in case the Term shall be taken in execution or attachment for any cause whatever, then and in every such case; it shall be lawful for the Landlord at any time thereafter to enter into and upon the Premises or any part thereof in the name of the whole the same to have again, repossess and enjoy as of its former estate, provided that the Tenant has failed to rectify the alleged default or defaults after having been given seven (7) days' written notice to do so in the of a default in the payment of Rental and after having been given fifteen (15) days' written notice to do so where the default is a default other than in the payment of Rental.

(b). The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision hereof or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

(c) The Landlord shall have the same rights and remedies in the event of any non-payment by the Tenant of any Additional Rent payable by the Tenant under any provision hereof whether or not such amounts are payable directly to the Landlord, as in the case of a non-payment of Percentage Rent or rent.

(d) If the Tenant shall fail to pay any Rental from time to time promptly when due, the Landlord shall be entitled, if it shall demand it, to interest thereon at a rate of five percent (5%) per annum in excess of the rate of interest published from time to time by the main branch in Vancouver, British

Columbia, of the Landlord's bank, as its most favourable rate of interest to its most creditworthy and substantial commercial customers commonly known as its Prime Rate, from the date upon which the same was due until actual payment thereof.

- (e) Whenever the Landlord becomes entitled to re-enter upon the Premises under any provision hereof, the Landlord in addition to all other rights it may have shall have the right as agent of the Tenant to enter the Premises and re-let them and to receive the rent therefore and as the agent of the Tenant to take possession of any furniture or other property thereon and to sell the same at public or private sale without notice and to apply the proceeds thereof and any rent derived from re-letting the Premises upon account off the Rental due and to become due hereunder and the Tenant shall be liable to the Landlord for the deficiency any.
- (f) The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rental in arrears. The Tenant will not (except in the normal course of business) sell, dispose of or remove any of the fixtures, goods or chattels of the Tenant from or out of the Premises during the Term without the prior written consent of the Landlord and the Tenant agrees that it will, at all times, be the owner of its goods and chattels and will not create any mortgage, conditional sale or other encumbrance of such goods or chattels. The Tenant further agrees that if it leaves the Premises leaving any Rental unpaid, the Landlord, in addition to any remedy otherwise provided by law, may seize and sell the goods and chattels of the Tenant at any place to which the Tenant or any other person may have removed them, in the same manner as if such goods and chattels had remained upon the Premises.
7. It is hereby agreed that if the Tenant shall hold over other than by way of renewal after the expiration of the Term or any renewal thereof and the Landlord shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month, and the rent payable under such monthly tenancy shall be one hundred and fifty percent (150%) of one twelfth of the annual rent payable for the last twelve (12) months of the Term as determined after the audit under Article 2(e).
8. If the Tenant from time to time fails to observe or perform any of the covenants on its part herein contained or to make any payments required to be made by it or carry out any repairs according to notice given by the Landlord, the Landlord may perform such covenants or make such payments in whole or in part together with interest charged thereon or may enter and make or cause to be made such repairs, as the case may be, but the giving of any such notice or the making of any such payment or performing of such covenants or the undertaking of any such repairs by the Landlord shall not be deemed an acknowledgment or admission of any liability or responsibility on the part of the Landlord. Any payment so made and the costs of performing any of such covenants or of any repairs so made or caused to be made and any damage, loss or expense suffered or incurred by the Landlord (including all legal fees on a solicitor and client basis) by reason of any failure of the Tenant to observe and comply with any of the covenants of the Tenant herein contained shall immediately become payable by the
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Tenant to the Landlord as Additional Rent.

9. The Landlord and the Tenant covenant and agree:

- (a) that the Tenant shall provide at its expense and maintain in force during the Term or any extension thereof:
 - (i) public liability insurance in the form and amount which is satisfactory to the Landlord from time to time in respect of injury or death to one or more persons or property damage occurring either in, upon or near the Premises;
 - (ii) insurance on all plate glass in the Premises in an amount equal to the full replacement value thereof;
 - (iii) Commercial All-Risk fire insurance on the stock-in-trade, furniture, Fixtures, improvements and all other contents of the clubhouse portion of the Premises and on all equipment and machinery situate on the Premises to the full replacement value thereof and tenant's fire legal liability insurance in an amount equal to the replacement value of the buildings situate on the Premises from time to time;
 - (iv) fire insurance with normal extended coverage endorsements in respect of the buildings and improvements forming part of the Premises (including the building referred to in Article 4(u)), in an amount not less than their full insurable value less the cost of foundations and excavations, which insurance shall include the Landlord as a named insured as the Landlord's interest may appear with respect to the insured buildings and improvements and shall provide that any proceeds recoverable in the event of loss to such buildings and improvements shall be payable to the Landlord, provided that the Landlord shall make such proceeds available to the Tenant towards the repair or replacement of the insured property;
- (b) that the Tenant shall ensure that all insurance referred to in this Article 9 shall:
 - (i) be effected with insurers and upon terms and conditions satisfactory to the Landlord;
 - (ii) name the Landlord as an insured; the insurance policy referred to in clause 9(a)(i) hereof shall contain a cross-liability clause and severability of interest clause in form and content satisfactory to the Landlord; and
 - (iii) provide that such policies shall not be cancelled or materially changed without thirty (30) days written notice first having been given to the Landlord;
- (c) that the Tenant shall deliver certified copies of all insurance policies required to be taken out by the Tenant hereunder and receipts for premiums paid therefore to the Landlord on demand;
- (d) if, during the Term or any renewal or extension thereof, the clubhouse building or any other building or improvements situate on the Premises shall be destroyed or damaged by fire or the, the Tenant shall repair the same with all reasonable speed, which repairs the Tenant undertakes to diligently commence as soon as possible and thereafter construct continuously until completion thereof.

10. Provided the same is not due to the negligence of the Landlord, its servants, agents and employees:

- (a) the Landlord, its agents, servants and employees shall not be liable nor responsible in any way for any injury, loss, damage or expense of any nature whatsoever and due to any cause or reason that may be suffered or sustained by the Tenant or any employee, agent, licensee or invitee of the Tenant

- or any other person who may be upon the Premises, or for any loss of or damage to any property belonging to the Tenant or to its employees, agents, licensees or invitees or any other person while such employees, agents, licensees, invitees, or persons or property are on the Premises;
- (b) under no circumstances shall the Landlord be liable for indirect or consequential damage or damages for personal discomfort or illness due to any cause or reason including, but without limiting the generality of the foregoing, the heating or air-conditioning (if any) of the Premises or any part thereof or the operation of the plumbing or other equipment in the Premises or any part thereof; and
- (c) it is hereby agreed that the Landlord shall not be responsible for any loss, damage or expense to the Premises or anything therein contained arising from any matter or thing whatsoever including, without limiting the generality of the foregoing, any loss, damage or expense incurred by any overflow or leakage of water from any part of the Premises, or any adjoining buildings or premises, or occasioned by the use of water or by the breaking or bursting of any pipes or plumbing fixtures, or any other manner, or by seepage from adjoining lands or premises or by an accident or misadventure to or arising from any electrical wiring and/or appliances.

11. That no waiver of nor neglect to enforce the right to forfeiture of this Lease nor the right of re-entry by the Landlord upon breach of any covenants, conditions or agreements herein contained shall be deemed a waiver by the Landlord of such rights upon subsequent breach of the same or any other covenant or condition of this Lease.
12. If required by the Landlord so to do, the Tenant shall subordinate this Lease to any mortgages, including any deed of trust and mortgage and all indentures supplemental thereto, which now or hereafter during the Term affect or relate to this Lease or the Premises, and to all modifications or renewals thereof. The Tenant agrees to execute promptly, from time to time any assurance which the Landlord may require to confirm this subordination and hereby constitutes the Landlord, the agent or attorney of the Tenant for the purpose of executing any such assurance and of making application at any time and from time to time to register postponement of this Lease in favour of any such mortgage or trust deed and mortgage in order to give effect to the provisions of this Article 12.
13. If the Tenant hereunder shall be more than one person or entity, the covenants, provisos, conditions and agreements herein contained on the part of the Tenant herein shall be both joint and several covenants.
14. That if the Term shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant shall go into liquidation or receivership or if the Tenant shall commence winding-up proceedings whether voluntary or otherwise or if the Tenant shall make any assignment for the benefit of its creditors, or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or in case the Premises shall be used for any purpose other than as provided without first obtaining the written consent of the Landlord the then current monthly installment of Rental and the next three (3) months Rental shall immediately become due and payable and the Term shall immediately become forfeited and void.
15. This Lease shall be construed and governed by the laws of the Province of British Columbia. All of the

provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provisions of this Lease be illegal or not enforceable they shall be considered separate and severable from this Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the illegal or unenforceable provisions had never been included.

16. Time shall be of the essence of this Lease.

17. Any notice to be given by the Landlord to the Tenant hereunder shall be well and sufficiently given if delivered or sent by prepaid registered mail to the Tenant addressed to the Tenant as follows:

**Regionview Recreation Services,
8922 Harvie Road, Surrey, British Columbia, V4N 4B8
Attention: Mr. Joe Camara**

or to any other address in British Columbia of which the Tenant shall advise the Landlord in writing and any notice to be given by the Tenant to the Landlord shall be well and sufficiently given if delivered or sent by prepaid registered mail to the Landlord addressed to the Landlord as follows:

**Corporation of the District of Maple Ridge 11995 Haney Place
Maple Ridge, British Columbia, V2X 6A9**

Attention: General Manager of Community Development, Parks and Recreation

or to any other address in British Columbia of which the Landlord shall advise the Tenant in writing and any such notice may be delivered by hand or by prepaid registered mail and shall be deemed to have been given if delivered, when delivered, and if mailed, on the fourth (4th) business day after the mailing thereof in any government post office in the Province of British Columbia provided that if mailed, and after the time of mailing there shall be any slowdown, strike or labour dispute which might affect the delivery of such notice, then such notice shall only be effective if actually delivered.

18. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out herein and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except by subsequent agreement in writing executed by the Landlord and the Tenant.

19. This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

20. References to the Landlord or the Tenant shall be read with such changes in gender as may be appropriate, and, where appropriate the singular shall mean the plural and vice-versa.

21. It is understood and agreed that nothing contained in this Lease nor in any acts of the parties hereto shall

be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

22. If the Tenant duly and punctually pays the Rental hereby reserved, provides evidence of having invested a further \$100,000 in improvements to the Golf Course in the three years preceeding the last year of the Term, has updated the tenant's business plan to the extent that it is satisfactory to the Landlord and performs all and every of the covenants, provisos and agreements herein and on the part of the Tenant to be paid, observed and performed the Landlord shall, on the written request of the Tenant delivered or mailed to the Landlord not later than twelve (12) months prior to the expiration of the initial Term, grant to the Tenant a renewal lease of the Premises for a further term of three(3) years from the end of the initial Term hereby granted, on the same terms, covenants, agreements and provisions as are in this Lease contained save and except:

(a) the base rent , which rent shall be the then fair market rent for the Premises, being the rent which would be paid therefor as between persons dealing in good faith and at arm's length and if the Landlord and the Tenant have not mutually agreed on the amount of such rent ninety (90) days prior to the renewal term such rent shall be decided by binding arbitration pursuant to Article 23 hereof, provided that the annual base rent payable during the renewal term shall not be less than the annual base rent payable during the last year of the Term or most recent renewal term as the case may be.

Until the rent has been determined as provided herein, the Tenant shall pay the monthly rent requested by the Landlord and upon such determination the Landlord and the Tenant shall make the appropriate readjustments.

AND PROVIDED FURTHER that the percentage figure used to compute the Percentage Rent for the renewal term, taking into account the annual base rent for the renewal term as provided for above, shall be a percentage figure which would produce the then fair market Percentage Rent for the Premises, being the Percentage Rent which would be paid therefor as between persons dealing in good faith and at arm's length and if the Landlord and the Tenant have not mutually agreed on such percentage figure ninety (90) days prior to the renewal term such percentage figure shall be decided by binding arbitration pursuant to Article 23 hereof, provided that such percentage figure shall not be less than the percentage figure applicable during the last year of the Term or most recent renewal term, as the case may be.

Until such percentage figure has been determined as provided herein, the Tenant shall pay Percentage Rent based on the percentage figure requested by the landlord for the renewal term and upon such determination the Landlord and the tenant shall make the appropriate readjustments.

The Landlord and the Tenant acknowledge and agree that, by this Article 22, the Tenant is only given the option of renewing the Term for four renewal terms of three (3) years and at the expiration of the fourth renewal term there shall be no further right of renewal. It is acknowledged by the Tenant that consideration of the second, third and fourth renewal terms shall be subject to the same conditions as the first renewal term with respect to the requirement of \$100,000 in improvements having been made to the Golf Course and the facilities thereon being required during the previous three year renewal term and the Golf Course business plan being updated by the tenant in a form which is acceptable to the Landlord. Where the required improvemenst or a portion thereof are to be made after the Tenant gives

notice of a further renewal, such further renewal will only be effective if the Tenant completes such improvements during the remaining portion of the then current renewal term.

23. If under the provisions of Article 22 hereof the Tenant has failed to provide adequate evidence of having completed improvements to the golf course and facilities thereon in the amount of \$100,000 in the immediately preceding three year period, or has not filed an updated business plan which is acceptable to the Landlord, which acceptance shall not be unreasonably withheld, then this Lease shall be terminated at the conclusion of the current lease period.

24. If under the provisions of article 22 hereof Landlord and the Tenant have failed to agree as to such rent and Percentage Rent payable for the Premises with respect to the renewal term by the date specified in Article 22, the determination of such rent and Percentage Rent shall be referred to a Board of three (3) arbitrators, one to be appointed by each of the Landlord and the Tenant and a third arbitrator to be appointed in writing by the first two-named arbitrators; if the Landlord or the Tenant shall refuse or neglect to appoint an arbitrator within ten (10) days after the other shall have served a written notice upon the party so refusing or neglecting to make such appointment, the arbitrator first appointed shall, at the request of the party appointing him, proceed to determine such rent and Percentage Rent as if he were a single arbitrator appointed by both the Landlord and Tenant for the purpose. If two (2) arbitrators are so appointed within the time prescribed and they do not agree within a period of ten (10) days from the date of appointment of the second arbitrator upon the appointment of the third arbitrator, then upon the application of either the Landlord or the Tenant, the third arbitrator shall be appointed by a Judge of the Supreme Court of British Columbia. The determination by the arbitrators or the majority of them or by the single arbitrator, as the case may be, shall be final and binding upon the Landlord and the Tenant, and their respective successors and assigns. Each party shall pay the fees and expenses of the arbitrator appointed by it and one-half of the fees and expenses of the third arbitrator. The provisions of this section shall be deemed to be a submission to arbitration within the provisions of The Commercial Arbitration Act, S.B.C. 1986, Chapter 3 and any statutory modification or re-enactment thereof, or any successive legislation thereto provided that any limitation on the remuneration of the arbitrators imposed by such legislation shall not be applicable.

25. If the Landlord shall sell the Premises, the Landlord shall, as and from the date of such sale, be relieved of the further observance and performance of all of the covenants and obligations on its part herein contained with the following exceptions. Should such sale occur during the first six years of the term 100% of the funds expended by the Tenant on improvements to the Golf Course and facilities thereon, supported by adequate evidence of the cost of such improvements, shall be paid out to the Tenant by the Landlord. Should such sale occur during the second six years of the term 75% of the funds expended by the Tenant on improvements to the Golf Course and facilities thereon shall first be paid out to the Tenant by the Landlord.

A handwritten signature in black ink, consisting of a stylized 'K' followed by a horizontal line and a small dot.

As evidence of their agreement to be bound by the terms, the parties have caused this Agreement to be executed and delivered under seal by their authorized signatories as of the dates set out below:

DATED the 28 day of February, 2007

The Corporate Seal of **REGION VIEW
RECREATION SERVICES** was hereunto affixed
in the presence of: 

Name: ~~Joe Camara~~

C/S

The Corporate Seal of **THE DISTRICT OF
MAPLE RIDGE** was hereunto affixed in the
presence of:

Mayor: Gordon Robson

Manager of Legislative Services : Ceri Marlo

C/S



Schedule "A" Golf Course maintenance Standards

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Schedule "A"

CORPORATION OF THE DISTRICT OF MAPLE RIDGE MAPLE RIDGE GOLF COURSE MAINTENANCE MANUAL

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MAPLE RIDGE GOLF COURSE MAINTENANCE PROCEDURES

Greens:

The appearance and playing condition of the greens are the signature of the Golf Course. Greens require intensive ongoing turf management in order to remain in a healthy condition throughout the playing season. The maintenance tasks which follow are general and relate to all Golf Course greens. By observing the colour, growth rate, root system and surface texture of each green, these general maintenance techniques can be adjusted to provide the conditions for healthy turf culture.

Mowing:

- cutting height (summer – .135 ") (spring & fall – .15") (winter - .185")
- cut in straight lines across green (make one pass around perimeter of green at end of cut) - all turning to be done off the green and apron - change mowing direction each time - grass clippings always to be removed
- In season the greens should be cut every day and in the off season possibly 2 or 3 times a week depending on weather conditions. The Stimp Meter readings and standards will help dictate the length of the greens. The following site will give good explanation to green heights and speed

www.usga.org/turf/green_section_record/2006/jul_aug/greenspeed.html

Stimp Meter Reading:

- The Stimp Meter reading should be in the range of 9.5" in season and after Sept. 30th it could go down to 8.5". This is a reasonable standard and can be increased slightly. The Stimp Meter is a universally accepted means of measuring the speed of greens see www.USGA.org/turf/articles/management/greens/stimpmeter.html The cost of a Stimp Meter is approximately \$70.00 U.S. (2005)

Watering:

- Daily watering in season (weather may cause schedule change)
- all turf should be watered on an as required basis and never over watered.

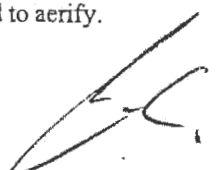
Cutting Cups:

- keep cup cutter sharp
- The cups should be changed everytime the greens are cut and they should be done with a specific rotation schedule. Each green should have between 3 and 5 different cup placement zones per green depending on the size of the greens. In the off season when the greens are not cut on a regular basis the cups should be moved at least 2 times a week and more often if the rounds of golf begin to show wear around the cups.
- do not place cup closer than 10 feet from edge of green

GENERAL MAINTENANCE PROCEDURES:

Aeration:

- requirement will vary with play and thatch. High levels of play will cause compaction and a need to aerify.
- Aerification should be done a minimum of three times a year.
- The plugs should not be used for top dressing greens.



- Only dry sand should be used to fill the holes and it should be a specific USGA granular size that is the same every time the greens are top dressed.
- Aerification tynes will vary according to the the specific requirements for aerification. They may be solid tynes or hollow tynes and will vary in size according to the need.
- 5/8 " hollow at the end of April
- 1/4" solid during the 3rd week of June
- 5/8" hollow late August or early Sept.

Top Dressing:

- Top dressing should normally be done at the time of aerification but can also be done at regular intervals without aerification. The application rate of sand is lighter when aerification is not required. The sand particle size and the percent of organic material is more important than if the sand is sharp or round. All plugs should normally be removed and not used for top dressing.
- Greens, aprons and tees should use the same dry top dressing mix
- 3/8" of topdressing is generally sufficient
- Greens should be dragged after topdressing to work the sand into the holes left from aerifying.

Fertilizing:

- Fertilizing should be based on the turf requirements and soil conditions.
- The entire fertilization program should be carefully planned after regular soil test have been completed. Many suppliers will assist with testing and application rate recommendations.
- sand base does not have or retain nutrients, total season fertilizer requirements should be applied in frequent small amounts - fertilizing may be required at six-week intervals during growing and high use periods to maintain colour

Weed and Disease Control:

- Control of disease should not only be for snow mold and dollar spot. Careful monitoring of greens will dictate the applications required to rid the greens and aprons from disease.
- Because chemicals are constantly being changed and delisted it is not necessary to mention specific chemicals by name. It is simply enough to say that ongoing monitoring and preventative practices will determine the cultural practices and that licensed spray technicians are required to apply all restricted chemicals. All spray technicians must follow the I.P.M. as specified by the District of Maple Ridge and all other government regulations and guidelines in affect.
- each green will require its own schedule and monitoring for chemical applications.

Surface Repairs:

- greens mower operators should inspect greens daily while cutting and do minor surface repairs such as: removal of ball dents, divet replacement, and spike damage

Poles & Flags:

- To be inspected by greens mower operators daily, replaced and cleaned as required.

- Consideration should be given to 2 flags on each green to better distribute the wear on the greens for all those who play 18 holes. For example the first green would have 2 flags in different zones. One flag for the 1st hole on the score card and one flag for the 10th hole on the card the second green would have a flag for the 2nd hole and a flag for the 11th hole on the card and so on for a total of 18 flags on nine holes.

Slicing (Verti-Cutting):

- This can only be done if a verti-cutting unit is purchased for one of the triplex greens mowers.
- Verti-cutting can in some cases supplement aerification.

Aprons:

- The aprons should be maintained to a high standard with even mowing as putting can take place on this surface.
- It is important to mention that the aprons be maintained in the same manner as the greens cultural practices. The only significant difference is the cutting height of the aprons and cutting frequency.
- It is very important that there be a difference in the height between the greens, the aprons and the fairways.
- Mowing of aprons could be cut at the same height as the tees as it will use the same equipment.

Mowing:

- .500" in the golf season
- .75" in the spring and fall shoulder season
- .75" in the winter season
- The tee and apron triplex will be a backup for the greens mower if there are any maintenance issues with the most important greens mower.

Tees:

- It is important to identify location of the tees.
- It is important to identify to the players where they are to tee off after putting out on the previous green. All tee markers should be coloured to stand out and not blend into the surrounding landscape.

Mowing:

- .500" in the golf season
- .75" in the spring and fall shoulder season
- .75" in the winter season
- reel type mower cutting preferred (same unit that cuts the aprons).
- remove clippings at each cutting

Watering:

- Over watering will in fact in many cases reduce the length and depth of the roots.
- Professional turf management staff will determine the amount of water required to maintain healthy turf.
- The water source is from the District of Maple Ridge.

- The supply is at city pressure without pumps and the irrigation system does have 2 controllers on the golf course.
- The entire system must be blown out in the late fall each year and properly maintained at all times to assure the efficient delivery of water to the golf course.

Tee Markers:

- maintain markers so they are visible, paint as frequently as required
- ensure users know that they are to tee off between and in line with markers
- move markers daily

GENERAL MAINTENANCE PROCEDURES

Aeration:

- The minimum should be spring and early fall but maximums will depend on the cultural practices required to have tees that meet the high standards expected.

Top Dressing:

- Generally speaking plugs from the aerified tees should not be used on the tees.
- The tees should be top dressed with dry sand and seed if required
- Particle size as recommended by the U.S.G.A Greens Section. The sand may have some organic material (10-20%) but should be exactly the same all the time for each application as not to have any layering in the tees. In most cases the top dressing sand does not have organic material because of the added expense and difficulty of having the same blend available all the time.
- Greens, aprons and tees should use the same top dressing mix.
- Drag the tees after each top dressing

Fertilizing:

- Take soil test to determine initial requirements
- The entire program should be dictated by the health of the plant and the soil conditions.
- Grass appearance and growth will dictate frequency

Surface Repairs:

- On a golf course as short as Maple Ridge (2,500 yd.) there is no need to have ladies' tees moved on to the fairways for ladies' days. If more tees are required because of the demand for a shorter course then additional teeing areas should be built. Moving the tee blocks forward on specific days generally detracts from the overall design and function of the golf course.
- replace divots daily (inspect each tee daily)
- Keep tees level and increase the surface area as play dictates. Any construction or enlargement of tees should use the U.S.G.A greens section specifications for tee construction.

Tee Amenities:

- Ball washers should be available on every hole with towels and garbage containers, benches and tee signs.
- All amenities should look new and be well maintained at all times.
- Garbage must be picked up every day and more often if required.
- Towels and wash water should be changed daily during the golf season and less frequently in the shoulder seasons.
- Ball washers can be removed from the course during the winter months but should always be available throughout seasons and all summer.

Pathways:

- All pathways should be kept in good repair which includes regular grading, top dressing, edging and constant removal of grass and weeds that will grow on the paths.
- All pathways should be free of pot holes and be well drained

Weed and Disease Control:

- Control of disease should not only be for snow mold and dollar spot. Careful monitoring of tees will dictate the applications required to rid the tees from disease.
- Because chemicals are constantly being changed and delisted it is not necessary to mention specific chemicals by name. It is simply enough to say that ongoing monitoring and preventative practices will determine the cultural practices and that licensed spray technicians are required to apply all restricted chemicals. All spray technicians must follow the I.P.M. as specified by the District of Maple Ridge and all other government regulations and guidelines in affect.
- each tee will require its own schedule and monitoring for chemical applications.

Fairways:

- Fairways must be maintained at a specific standard height and should be adjusted seasonally.
- All fairways should be levelled over time with top dressing practises and possibly rolling. Aeriefing fairways prior to top dressing will also assist in improved drainage as the fairways are built up with sand.
- Keep the fairways free of leaves and twigs.
- Dragging may be required at regular intervals to remove soil mounds created by gophers and moles.

Mowing:

- .575" in the golf season
- .75 in the shoulder season
- 1" in the winter season
- ensure that the cut is even throughout the fairway
- take care not to scalp turf
- frequency of mowing dependent on growth rate
- drag areas prior to cutting if required



Watering:

- Watering as mentioned earlier is dependant on the cultural practices, rainfall and absorption rate of the the golf course. With the available District water supply there is no reason for dry spots on the course in the summer months if the irrigation system is properly maintained and used efficiently.

Ball Screens:

- Annual painting of structures is required.
- For safety reasons the screens must be kept free of tears at all times.
- Annual inspection and replacement of frame and netting if required.
- An excellent source for netting and major repairs is Netex Canada Netting Inc. (Mark Wilson)

GENERAL MAINTENANCE PROCEDURES**Aerating:**

- The generally accepted minimum in the region is once for fairways. This can be increased if the conditions require it.
- Following aeration the fairway can be topdressed with a fairway mix that is sand only and dragged with the plugs that can remain on the fairways. Dry weather is ideal for this process followed by rain or watering.
- Applications of seed may also be required at this time and the open holes and topdressing on the fairways it is an excellent opportunity for germination.

Fertilization:

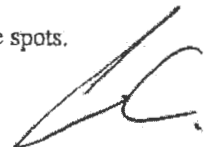
- There is no maximum or minimum and the soil amendment program is dependent upon the soil conditions and requirements of the turf.
- Regular soil tests should be done before any amendments are applied.

Weed and Disease Control:

- Control of disease should not only be for snow mold and dollar spot.
- Careful monitoring of the fairways will dictate the applications required to rid the fairways from weeds and disease.
- Because chemicals are constantly being changed and delisted it is not necessary to mention specific chemicals by name. It is simply enough to say that ongoing monitoring and preventative practices will determine the cultural practices and that licensed spray technicians are required to apply all restricted chemicals. All spray technicians must follow the I.P.M. as specified by the District of Maple Ridge and all other government regulations and guidelines in affect.
- Spring applications are always recommended when growth is rapid
- Apply herbicides before weeds go to seed

Overseeding:

- Worn areas of the fairways are to be top dressed and over seeded as required to eliminate any bare spots.



Leveling:

- Depressions in the fairways are to be leveled on an ongoing basis.
- Minor depressions can be leveled by the application of repeated top dressings through the season.
- Deep depressions will require the removal of sod, the filling of the depression with soil and the replacement of sod.

Surface Repairs:

- Surface repairs are also ongoing throughout the entire property. Minor depressions and pot holes can be hazardous to golfers, employees and equipment and must be repaired as soon as they are noticed.
- Divot replacement daily (ongoing)
- Drag the fairways and rough to remove the gopher mounds (other rodent mounds)
- Over-seed thin areas when required to eliminate bare spots

Dangerous Tree Assessment:

- It is mandatory that the golf course be inspected at least annually for dangerous trees. This service is to be documented and provided by a licensed arborist.
- All dangerous trees are to be tagged and removed in a timely manner

Rough:

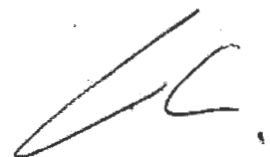
- The rough should be cut on a regular basis. Trash and litter should be removed daily.
- Trees and underbrush trimmed.
- Grass around all trees should be trimmed on a regular basis.

Mowing:

- The cultural grass in the rough should always be cut at a slightly higher height than the fairways. This will assist in showing the definition and contouring of the fairways. The fairway cut and rough cut should be standardized for the golf season and shoulder seasons.
- 1.375" in the golf season
- 1.5" in the shoulder season
- 1.5" in the winter season

GENERAL MAINTENANCE PROCEDURES

- annual pruning of shrubs and sucker growth on trees
- daily trash removal - annual weed control
- annual program of tree planting to provide increased screening



Traps:

If a Sand-Pro is being used to rake out the traps it will generally be in a circular motion around the trap. The edges will require hand raking to bring the sand to the bunker edges. All traps should be topped up regularly with U.S.G.A. specified sand or at least the same particle size that has been used for the last 20 years. In some cases around the golf course drainage improvements may be required in some traps. Traps should be raked on a daily basis and golfers must be encouraged to rake traps after hitting out of them.

- Regular trap maintenance is to include occasional deep cultivation of sand to ensure that the sand does not become packed and hard.

Winter Greens:

These greens are to be maintained on a year-round basis, to provide playing areas when weather conditions are unsuitable for permanent green play or when routine maintenance is being done on the permanent greens.

Water Traps:

Each season the water traps should be checked to ensure that a continuous flow is maintained. All pipes should be cleaned Spring and Fall with dredging.

Drainage:

Drainage repairs, maintenance and additions are ongoing and never stop. Money should be budgeted annually for this very important program. A well drained golf course will increase the green fee revenues in the shoulder and winter season and will enhance the reputation of the golf course.

- All drainage ditches and drain tile should be cleaned annually.

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Suggested Golf Course Equipment and Tools:

- 1 hole cutter
- 18 hole cups
- 1 cup extractor
- 1 cup setter
- 18 flags and poles
- 18 winter green cups
- 2 sets of tee markers
- 9 ball washers
- 6 doz. tee towels
- 9 waste receptacles
- 9 tee benches
- 1 commercial divot repairer
- 1 eight-inch turf repairer
- 1 wheelbarrow
- 1 floating head rotary or reel fairway unit
- 1 SandPro
- 1 greens roller (950 lb. Sidewinder)
- Stimp meter
- assortment of hand tools

Suggested Supplies for the Golf Course:

- fertilizer for greens
 - tees
 - fairways
- lime)
- insecticides) only if licensed Fungicides
- herbicides)
- course sand top soil
- trap sand
- top dressing material
- humus

Suggested Equipment for 9 Hole Golf Course

Tractors and Trucks:

- 1 golf course utility tractor with quick release front bucket
- 1 pick up truck
- 1 trailer
- 2 utility turf trucks (Cushman type)



Mowing Equipment:

- 1 triplex greens mower
- 1 walk behind greens mower
- 1 triplex mower for aprons and tees (this would also be a backup for greens)
- 1 extra reel assembly for the greens mower
- 1 verticutting unit for the greens mower
- 2 21" rotary mowers
- 1 72" rotary riding mower (rough)
- 1 5 gang fairway mower (or other)
- 1 power grass edger
- 2 line trimmers
- 1 chain saw
- 1 three gang unit riding rotary mower (optional for fairways)

Suggested Maintenance Equipment:

- 1 power sprayer 150 gal. and bar attachments
- 1 sod cutter
- 1 power blower (pull behind)
- 1 power aerifier machine (self propelled for greens)
- 1 power top dressing machine
- 1 fertilizer spreader (walk behind)
- 1 tractor-drawn aerifying machine (fairways and rough)
- 1 hand roller
- 2 gas leaf blowers
- 1 chain link drag mat (or other)
- 1 cyclone seeder (or other)
- 1 3 point hitch rotary fertilizer spreader (fairways and rough)

Golf Course Building Maintenance:

Kitchen Area:

- Annual inspection of all fire suppression systems assuring that all equipment is to code and fully charged.
- Semi annual or quarterly cleaning of the kitchen exhaust hood and venting system.
- The grease trap in the kitchen should be inspected by staff regularly and properly maintained to keep the grease out of the sewer system.
- Have the kitchen and food prep and storage areas inspected by the Health Department annually, and to complete any required work to meet their requirements before May 1st each year.
- Clean all appliances daily.
- Clean and disinfect all floors and walls daily.
- Ensure that the area is maintained in a sanitary condition.
- Restrict all pets from the food preparation and serving areas.

Public Washrooms:

- Clean and disinfect the washroom areas a minimum of twice daily, the cleaning to include toilets, urinals, sinks, floors and arborite wall surfaces, traffic flow may require a more frequent cleaning and disinfecting of these areas.
- Clean and disinfect walls and ceilings a minimum of once per week.
- Empty garbage containers as required with a minimum of once per day.
- Wash and disinfect garbage containers once per week.
- Paint all surfaces annually.
- Remove graffiti during the daily cleaning and disinfecting. Repair damage in these areas within 24 hours of occurrence, these repairs may require a repainting of partitions and wall surfaces.
- All clubhouse washrooms should be checked on a hourly basis and lightly cleaned when required (counter tops, floors, garbage and supplies). This regular inspection can be reduced in the shoulder and winter season to reasonable intervals during the day.

Public Area:

- Wash and or vacuum all floors daily.
- Paint area as required with an annual inspection to be done to determine general painting requirements.
- Remove garbage on an ongoing basis throughout the hours of operation in this area and to empty containers at the end of each day.



General Maintenance:

- Steel golf spikes should be prohibited in the clubhouse at all times.
- Clean the interior surface of the windows once per week, the exterior windows once per week, and the entrance glass areas daily.
- Sweep entranceways daily and remove litter.
- Replace light bulbs as required with fixtures being cleaned at the time of bulb replacement.
- Restrict the wearing of golf shoes within the building to areas that have adequate floor protection.
- Maintain the foundation plantings free of weeds and litter.
- Cut and trim grass area around the building on a weekly basis.
- Store all maintenance equipment in sheds when not in use to carry on maintenance of this equipment as much as possible out of the view of the public.
- Maintain the area surrounding the work sheds in a clean and tidy state free of debris.
- Carry out a daily litter pick-up in the parking lot.

Maintenance Buildings:

Work Shop:

- All chemicals, fertilizers, fuels and oils must be stored in a "Work Safe" manner following the WCB and governmental guidelines.
- Floor area to be kept clean and free of litter to allow access to stored equipment.
- Oil and grease spills to be cleaned up immediately after spills.
- Building to be equipped with the appropriate fire extinguishers with inspection certificates up to date.
- Workbenches to be kept in a tidy condition and tools replaced after use.
- All fuels and solvents to be stored in fuel shed

Fuel Shed:

- Building to be marked with warning signs "Fuel storage - No smoking"
- Fuel to be stored in approved containers.
- Building to be equipped with approved fire extinguisher with inspection certificates up to date.
- All pumps and hoses to be free of leaks and in safe working order.

Pro Shop:

- Supplies to be stored in a neat fashion.
- Area to be cleaned on a weekly basis.
- Painting touch up should be done as required between the three year total painting.
- Painting to be done a minimum of once every three years.



Portable Toilet:

Course toilets are to be cleaned a minimum of twice per day. Facility may require more frequent cleaning and should be checked each time staff are in the area.

Parking Lot and Entry Areas:

- Litter to be picked up daily in parking lot and entrance areas.
- Grass to be cut and trimmed weekly.
- Flower and shrub beds to be kept weed free and planted with both a spring and summer showing.
- Snow and ice to be removed from the parking lot and entry walks on an as needed basis during the winter months.
- The gravel overflow parking area must be graded as necessary to eliminate potholes.



Schedule "B" Golf Course Rules and Regulations

CC

SCHEDULE "B" - GOLF COURSE RULES AND REGULATIONS

1. NO MORE THAN FOUR PLAYERS PER GROUP
2. ALL PLAYERS MUST CARRY A SET OF CLUBS
3. NO NON PLAYING GUESTS ARE PERMITTED ON THE GOLF COURSE
4. PLAYERS UNDER THE AGE OF TWELVE MUST BE ACCOMPANIED BY A PLAYING ADULT
5. PLAYERS ARE REQUIRED TO
 - a. REPAIR BALL MARKS ON GREENS
 - b. REPAIR DIVOTS ON THE FAIRWAYS
 - c. RAKE SAND TRAPS AFTER USE AND LEAVE THE RAKES OUTSIDE THE BUNKER
 - d. MAINTAIN PROPER PACE ON COURSE (APPROXIMATELY 1.5 HOURS FOR 9 HOLES)
 - e. MARK SCORES AT NEXT TEE
6. BEGINNERS MUST MOVE TO NEXT TEE AFTER TEN SHOTS
7. PLAY SAFE READY GOLF WHENEVER POSSIBLE UNLESS IN A TOURNAMENT
8. ON HOLES THREE, FIVE AND SIX WAVE ON THE FOLLOWING GROUP BEFORE PUTTING OUT
9. PROPER GOLF ATTIRE MUST BE WORN (PROPER FOOTWEAR; GOLF SLACKS, DRESS SHORTS OR SKIRTS; SHORT SLEEVE SHIRTS WITHOUT OFFENSIVE LANGUAGE OR IMAGES)
10. CONSUMPTION OF ALCOHOL ON THE GOLF COURSE IS NOT PERMITTED UNLESS IT IS PURCHASED IN THE CLUBHOUSE OR FROM A GOLF COURSE REPRESENTATIVE ON THE COURSE
11. PLAYERS ON THE FIRST TEE MUST ALTERNATE WITH PLAYERS COMING FROM NINTH HOLE
12. ALL GOLFERS ARE RESPONSIBLE FOR THEIR ACTIONS AND ARE LIABLE FOR ANY DAMAGE THEY MAY CAUSE TO OTHERS OR DAMAGE THEY MAY CAUSE TO ANY PROPERTY OR AUTOMOBILES BORDERING THE GOLF COURSE OR ON THE GOLF COURSE PROPERTY
13. TWOSOMES HAVE NO PRITORITY AND ON BUSY DAYS, ALL EFFORTS WILL BE MADE TO ACCOMMODATE FOURSOMES.
14. PLAY WILL BE ACCORDING TO THE R.C.G.A. RULES OF GOLF AND ALSO SUBJECT TO LOCAL RULES THAT WILL BE POSTED IN THE GOLF SHOP.
15. THE DRIVER OF A GOLF CART MUST HAVE A VALID DRIVER'S LICENSE AND ONLY TWO GOLFERS ARE PERMITTED TO RIDE IN THE GOLF CART.
16. WEATHER CONDITIONS WILL RESTRICT CART USE FROM TIME TO TIME AND RESTRICTIONS WILL BE POSTED ON BAD WEATER DAYS.
17. WHEN THE GOLF COURSE IS BEING MONITORED BY A COURSE MARSHALL GOLFERS MUST OBEY ANY INSTRUCTIONS GIVEN TO SPEED UP PLAY AND ADHERE TO COURSE RULES (For example a beginner may be asked to pick up and go to the next tee if his/her play is holding up the golf course)

