

***COUNCIL MEETING AGENDA***

***June 13, 2017***

***7:00 p.m.***

***Council Chamber***

***MEETING DECORUM***

Council would like to remind all people present tonight that serious issues are decided at Council meetings which affect many people's lives. Therefore, we ask that you act with the appropriate decorum that a Council Meeting deserves. Commentary and conversations by the public are distracting. Should anyone disrupt the Council Meeting in any way, the meeting will be stopped and that person's behavior will be reprimanded. *The meeting is live streamed and recorded by the City of Maple Ridge.*

Note: This Agenda is also posted on the City's Web Site at [www.mapleridge.ca](http://www.mapleridge.ca)

The purpose of a Council meeting is to enact powers given to Council by using bylaws or resolutions. This is the final venue for debate of issues before voting on a bylaw or resolution.

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100      ***CALL TO ORDER***

200      ***AMENDMENTS TO THE AGENDA***

300      ***APPROVAL OF THE AGENDA***

400      ***ADOPTION AND RECEIPT OF MINUTES***

401      Minutes of the Special Council Meeting of May 23, 2017 and the  
Regular Council Meeting of May 23, 2017

500      ***PRESENTATIONS AT THE REQUEST OF COUNCIL***

600      ***DELEGATIONS***

601      Chances Maple Ridge Update

- Chuck Keeling, Vice President, Stakeholder Relations and Responsible Gaming, Great Canadian Gaming Corporation
- Kaila Klassen, Director of Operations, Chances Maple Ridge

- 602      **Business Finder Application**
- D. Cooke, Manager of Business Solutions

700      ***ITEMS ON CONSENT***

701      **Minutes**

701.1    Development Agreements Committee of May 16 and 25, 2017

- 701.2    Minutes of Meetings of Committees and Commissions of Council
- Agricultural Advisory Committee – April 27, 2017
  - Public Art Steering Committee – February 28, 2017

702      **Reports**

702.1    **Disbursements for the month ended May 31, 2017**

Staff report dated June 13, 2017 recommending that the disbursements for the month ended May 31, 2017 be received for information.

703      **Correspondence**

704      **Release of Items from Closed Council Status**

800      ***UNFINISHED BUSINESS***

900      ***CORRESPONDENCE***

1000     ***BYLAWS***

**Bylaws for Final Reading**

- 1001    **Maple Ridge Ticket Information Utilization Amending Bylaw No. 7327-2017**  
To amend the fine amount for one section of the Maple Ridge Tree Protection and Management Bylaw  
Adoption

- 1002     **Maple Ridge Council Remuneration Bylaw No. 7330-2017**  
To establish Council remuneration  
Adoption

***1100     REPORTS AND RECOMMENDATIONS***

***Public Works and Development Services***

- 1101     **2016-100-AL, 25762 Dewdney Trunk Road, Non-Farm Use in the  
Agricultural Land Reserve**

Staff report dated June 13, 2017 recommending that Application 2016-100-AL for non-farm use in the Agricultural Land Reserve to allow for a cell phone tower be authorized to proceed to the Agricultural Land Commission.

- 1102     **2017-233-RZ, Creation of Triplex, Fourplex, Courtyard Residential Zone**

Staff report dated June 13, 2017, recommending that Maple Ridge Official Community Plan amending Bylaw No. 7349-2017, to amend the Official Community Plan to introduce and clarify language relating to Triplex, Fourplex and Courtyard Residential housing, be given first reading; that Maple Ridge Zone Amending Bylaw No. 7312-2017 to create the “RT-2 Ground Oriented Residential Infill Zone”, be given first reading; and that Maple Ridge Parking and Loading Amending Bylaw No. 7350-2017 to establish the parking requirements for Triplex, Fourplex and Courtyard Residential developments be given first reading.

- 1103     **2017-031-RZ, 21333 River Road, RS-1 to RT-2**

Staff report dated June 13, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7348-2017 to rezone from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill) to permit development of courtyard residential housing consisting of 4 dwelling units around a common courtyard be given first reading and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999.

**1104      2017-088-RZ, 11598 224 Street, C-3 to CMR**

Staff report dated June 13, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7341-2017 to rezone from C-3 (Town Centre Commercial) to CMR (Commercial/Residential) to permit a four storey residential building be given first reading and that the applicant provide further information as described in Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999.

**1105      2016-240-RZ, 22639 119 Avenue and 22633 Selkirk Avenue, RS-1 to C-3**

Staff report dated June 13, 2017 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7342-2017 to provide for text amendments and designation boundary changes be give first and second reading and be forwarded to Public Hearing, that Maple Ridge Zone Amending Bylaw No. 7262-2016 to rezone from RS-1 (One Family Urban Residential) to C-3 (Town Centre Commercial) to permit a three mixed use commercial residential six storey buildings be given second reading and be forwarded to Public Hearing and that 22638 119 Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 to allow the City of Maple Ridge to enter into a Housing Agreement be given first and second reading.

**1106      2016-352-RZ, 23004 Dewdney Trunk Road, RS-1 to C-2**

Staff report dated June 13, 2017 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7288-2016 to designate land use from Urban Residential to Commercial be given first and second reading and be forwarded to Public Hearing, that Maple Ridge Zone Amending Bylaw No. 7289-2016 to rezone from RS-1 (One Family Urban Residential) to C-2 (Community Commercial) to permit a future medical clinic and pharmacy with two rental units above be given second reading and be forwarded to Public Hearing and that 23004 Dewdney Trunk Road Housing Agreement Bylaw No. 7345-2017 to secure two rental units be given first, second and third readings.

**1107      2016-219-RZ, 12258 228 Street, RS-1 to R-3**

Staff report dated June 13, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7261-2016 to rezone from RS-1 (One Family Urban Residential) to R-3 (Special Amenity Residential District) to permit a future subdivision of approximately 3 residential lots, with access off a rear lane be given second reading and be forwarded to Public Hearing.

**1108     2017-054-DVP, 21682 Ridgeway Crescent**

Staff report dated June 13, 2017 recommending that the Corporate Officer be authorized to sign and seal 2017-054-DVP to reduce front setback requirements for a single family house.

**1109     2017-135-DVP, 8 – 23100 129 Avenue**

Staff report dated June 13, 2017 recommending that the Corporate Officer be authorized to sign and seal 2017-135-DVP to vary a sideyard setback to allow for a kitchen extension.

**1110     Fraser Sewerage Area Amendment, 12224 240 Street**

Staff report dated June 13, 2017 recommending that the request to amend the Fraser Sewerage Area to include proposed building footprints on Meadowridge School at 12224 240 Street be supported and forwarded to the Greater Vancouver Sewerage and Drainage District for inclusion.

**1111     Fraser Sewerage Area Amendment, 12248 244 Street**

Staff report dated June 13, 2017 recommending that the request to amend the Fraser Sewerage Area to include proposed building footprints on 12248 244 Street be supported and forwarded to the Greater Vancouver Sewerage and Drainage District for inclusion.

**1112     Award of Contract RFP-EN17-27: Engineering Design Services for South Slope Forcemain Upsizing and Pump Station Modifications**

Staff report dated June 13, 2017 recommending that Contract RFP-EN17-27: Engineering Design Services for South Slope Forcemain Upsizing and Pump Station Modifications be awarded to Associated Engineering (B.C.) Ltd.; that a contingency for unanticipated additional work items be approved, that the Financial Plan be amended to advance funds from 2018 to increase the project budget and that the Corporate Officer be authorized to execute the Client/Consultant Agreement.

**Financial and Corporate Services (including Fire and Police)**

**1131 Funding Strategy for Leisure Centre Renovations, Synthetic Sports Fields and the Albion Community Centre**

Staff report dated June 13, 2017 recommending that the Financial Plan be amended to include the Albion Community Centre and Synthetic Fields at Telosky with funding as outlined, that the Financial Planning Guidelines for 2018-2022 be amended to include an additional property tax increase of 0.4% for five years (compounded), and further that the assent of the elector be sought using the alternative approval process for borrowing up to \$10 million to assist with funding.

**Parks, Recreation & Culture**

**1151 Albion Community Centre – Design Contract Award**

Staff report dated June 13, 2017 recommending that the Architectural Design Services Contract for the Albion Community Centre be awarded to Craven Huston Powers Architects, that a contingency be established and that the Corporate Officer be authorized to execute the contract.

**1152 Maple Ridge Historical Society Operating Agreement and Lease**

Staff report dated June 13, 2017 recommending that the Maple Ridge Historical Society Operating Agreement, the Maple Ridge Historical Society Lease Agreement for the Brick Yard House and Office, the Maple Ridge Historical Society Lease Agreement for St. Andrew's Church, the Maple Ridge Historical Society Lease Agreement for The Old Post Office all dated January 1, 2017 for a two year term be approved and that the Corporate Officer be authorized to execute the agreements.

**1153 Maple Ridge-Pitt Meadows Agricultural Association Operating Agreement - Renewal**

Staff report dated June 13, 2017 recommending that the Maple Ridge-Pitt Meadows Agricultural Association's Operating Agreement dated January 1, 2017 be approved for a three year term and that the Corporate Officer be authorize to execute the agreement.

**1154 Festival Grant Program Recommendations – Intake Two**

Staff report dated June 13, 2017 recommending that the festival support allocation outlined in the Festivals Support Grant Program Summary Support Chart 2017 – Intake Two be approved.

**1155 Parks, Recreation & Culture – Policies**

Staff report dated June 13, 2017 recommending that Policy 4.19 – Sport Field Closure/Damage Deposits, Policy 4.20 Sponsorship, Policy 4.21 – Parks, Recreation & Culture Fees & Charges, Policy 4.22 – Festival Support, Policy 4.23 – Recreation Access and Policy 4.24 – Sport Physical Activity be adopted.

**Administration**

1171

**Other Committee Issues**

1191

1200 ***STAFF REPORTS***

1300 ***OTHER MATTERS DEEMED EXPEDIENT***

1400 ***NOTICES OF MOTION AND MATTERS FOR FUTURE MEETING***

1500 ***QUESTIONS FROM THE PUBLIC***

1600     ***ADJOURNMENT***

***QUESTION PERIOD***

The purpose of the Question Period is to provide the public with an opportunity to ask questions of Council on items that are of concern to them, with the exception of Public Hearing bylaws which have not yet reached conclusion.

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

Each person will be permitted 2 minutes to ask their question (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 individual members of Council. The total Question Period is limited to 15 minutes.

Council reserves the right to defer responding to a question in order to obtain the information required to provide a complete and accurate response.

Other opportunities are available to address Council including public hearings, delegations and community forum. 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](mailto:clerks@mapleridge.ca).  
Mayor and Council at [mayorandcouncil@mapleridge.ca](mailto:mayorandcouncil@mapleridge.ca).

Checked by: \_\_\_\_\_

Date: \_\_\_\_\_



City of Maple Ridge

***SPECIAL COUNCIL MEETING MINUTES***

May 23, 2017

The Minutes of the City Council Meeting held on May 23, 2017 at 6:00 p.m. in the Blaney Room of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

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***PRESENT***

***Elected Officials***

Councillor K. Duncan  
Councillor B. Masse  
Councillor G. Robson  
Councillor T. Shymkiw  
Councillor C. Speirs

***Appointed Staff***

E.C. Swabey, Chief Administrative Officer  
K. Swift, General Manager of Parks, Recreation & Culture  
P. Gill, General Manager Corporate and Financial Services  
F. Quinn, General Manager Public Works and Development Services  
D. Denton, Acting Corporate Officer

***ABSENT***

Mayor N. Read  
Councillor C. Bell

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Note: These Minutes are also posted on the City's Web Site at [www.mapleridge.ca](http://www.mapleridge.ca)

Note: Councillor Shymkiw chaired the meeting as Acting Mayor.

**1.0 *CALL TO ORDER***

**2.0 *APPROVAL OF THE AGENDA***

R/2017-189

It was moved and seconded

That the agenda for the May 23, 2017 Special Council Meeting be approved.

CARRIED

3.0 ***NOTICE OF CLOSED COUNCIL MEETING***

R/2017-190

It was moved and seconded

That the meeting be closed to the public pursuant to Sections 90 (1) and 90 (2) of the Community Charter as the subject matter being considered relates to the following:

Section 90(1)(a)      Personal information about an identifiable individual who holds or is being considered for a position on a Committee of Council.

Section 90(1)(g)      Litigation or potential litigation affecting the municipality.

Section 90(1)(i)      The receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Any other matter that may be brought before the Council that meets the requirements for a meeting closed to the public pursuant to Sections 90 (1) and 90 (2) of the Community Charter or Freedom of Information and Protection of Privacy Act.

CARRIED

4.0 ***ADJOURNMENT*** – 6:02 p.m.

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N. Read, Mayor

Certified Correct

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D. Denton, Acting Corporate Officer

***COUNCIL MEETING MINUTES***

May 23, 2017

The Minutes of the City Council Meeting held on May 23, 2017 at 7:03 p.m. in the Council Chamber of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

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***PRESENT***

***Elected Officials***

Councillor K. Duncan  
Councillor B. Masse  
Councillor G. Robson  
Councillor T. Shymkiw  
Councillor C. Speirs

***ABSENT***

Mayor N. Read  
Councillor C. Bell

***Appointed Staff***

E.C. Swabey, Chief Administrative Officer  
K. Swift, General Manager of Parks, Recreation & Culture  
P. Gill, General Manager Corporate and Financial Services  
F. Quinn, General Manager Public Works and Development Services

C. Carter, Director of Planning  
D. Denton, Acting Corporate Officer

A. Gaunt, Confidential Secretary

***Other staff as required***

C. Goddard, Manager of Development and Environmental Services  
D. Pollock, Municipal Engineer  
R. MacNair,  
C. Chan, Planner 1

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Note: These Minutes are also posted on the City's Web Site at [www.mapleridge.ca](http://www.mapleridge.ca)  
The meeting was live streamed and recorded by the City of Maple Ridge

Note: Councillor Shymkiw chaired the meeting as Acting Mayor.

A Moment of Silence was held in remembrance of victims of a recent bombing attack in Manchester, England.

100 ***CALL TO ORDER***

101 Introduction of the new Officer in Charge, Ridge Meadows RCMP Detachment

The Acting Mayor welcomed Jennifer Hyland as the new Officer in Charge of the Ridge Meadows RCMP Detachment. He outlined Superintendent Hyland's background, her history in the community and her career achievements. He again welcomed her to the City of Maple Ridge in her new role as the Officer in Charge.

200      ***AMENDMENTS TO THE AGENDA***

Item 1500 Question Period will be dealt with prior to Item 400

300      ***APPROVAL OF THE AGENDA***

The agenda was approved as amended.

Note: Question Period was held prior to Item 400.

400      ***ADOPTION AND RECEIPT OF MINUTES***

401      Minutes of the Special Council Meeting of May 9, 2017 and the Regular Council Meeting of May 9, 2017

R/2017-191

It was moved and seconded

That the minutes of the Special Council Meeting of May 9, 2017 be adopted as circulated; and

That the minutes of the Council Meeting of May 9, 2017 be amended to indicate that Item 801 Motion by Councillor Speirs be deferred to the May 23, 2017 Council Meeting and that the May 9, 2017 Regular Council Meeting minutes be adopted as amended.

CARRIED

500      ***PRESENTATIONS AT THE REQUEST OF COUNCIL*** – Nil

600      ***DELEGATIONS***

601      Maple Ridge/Pitt Meadows Community Services Request for Financial Contributions by the City of Maple Ridge to Affordable Housing

- Graham Plant, Development Manager, CPA Development Consultants
- Glenn Campbell, Board Chair, Maple Ridge/Pitt Meadows Community Services

Mr. Campbell introduced the proposal by the Maple Ridge/Pitt Meadows Community Services to build an affordable housing building on property owned by the organization. He outlined services proposed by Community Services.

Mr. Plant gave a PowerPoint presentation providing details on the proposed affordable housing project on 11907 228 Street. He highlighted the commercial and affordable housing aspects of the projects and provided details on the types of affordable housing units to be built. Mr. Plant provided information on the capital structure for the project and requested a financial contribution from the City of Maple Ridge.

*(See Item 901 for further discussion)*

700 ***ITEMS ON CONSENT***

701 **Minutes**

701.1 Minutes of the Development Agreements Committee Meeting of May 9, 2017

701.2 Minutes of Meetings of Committees and Commissions of Council

- Advisory Design Panel – April 11, 2017
- Agricultural Advisory Committee – March 23, 2017
- Social Policy Advisory Committee – March 1, 2017

702 **Reports**

702.1 **Drinking Water Quality Report 2016**

Staff report dated May 23, 2017 providing information on the regulatory framework and water quality monitoring data for 2016.

702.2 **Disbursements for the month ended April 30, 2017**

Staff report dated May 23, 2017 recommending that the disbursements for the month ended April 30, 2017 be received for information.

702.3 **2017 Council Expenses**

Staff report dated May 23, 2017 providing an update on Council expenses to the end of April 2017.

703 **Correspondence** – Nil

704      **Release of Items from Closed Council Status**

*From the May 9, 2017 Closed Council Meeting*

04.03 Maple Ridge Community Heritage Commission – Member at Large Appointment – Lindsay Foreman

04.04 Post Election Outreach – congratulatory letters to successful candidates

R/2017-192

It was moved and seconded

**That Items 701.1, 701.2, 701.3, 702.1, 702.2, 702.3 and 704 on the “Items on Consent” agenda be received into the record.**

CARRIED

800      ***UNFINISHED BUSINESS***

Note: Items 801 and 802 were deferred at the May 9, 2017 Council Meeting

801      **Motion by Councillor Speirs**

Councillor Speirs advised on his motion requesting a discussion on Riverview Lands

R/2017-193

It was moved and seconded

**That a discussion on Riverview be added to the June 20, 2017 Council Workshop agenda.**

CARRIED

802      **Maple Ridge Amateur Radio Club (MRARC) – Community Gaming Grant**

Letter dated April 28, 2017 from John Mills, Chair, MRARC Lottery Grant Committee requesting support for the radio club in its application to the Ministry of Community, Sport and Cultural Development, Community Gaming Grants Branch for a grant to update its radio communications and training equipment.

R/2017-194

It was moved and seconded

**That the application by the Maple Ridge Amateur Radio Club (“MRARC”) to the Ministry of Community, Sport and Cultural Development, Community Gaming Grants Branch for a grant to update radio communications and training equipment be supported.**

CARRIED

900 ***CORRESPONDENCE***

901 **Maple Ridge/Pitt Meadows Community Services – City of Maple Ridge Contribution to Affordable Housing**

Letter dated April 24, 2017 from Glenn Campbell, Chair, Board of Directors, Maple Ridge/Pitt Meadows Community Services providing information on the proposed project to create affordable housing at 11907 228 Street and formally requesting a financial contribution from the City of Maple Ridge.

R/2017-195

It was moved and seconded

**That staff be directed to investigate options for supporting the request from the Maple Ridge/Pitt Meadows Community Services for financial contributions toward their affordable housing initiative at 11907 228 Street.**

CARRIED

Note: It was the consensus of Council that the request for a financial contribution by the Maple Ridge/Pitt Meadows Community Services be added to the May 29, 2017 Audit & Finance Committee Meeting for discussion. The wording on the main motion was not amended.

902 ***Metro Vancouver 2040: Shaping our Future* Amendment to Section G Performance Measures**

Letter from Chris Plagnol, Corporate Officer, Metro Vancouver notifying affected local governments and other agencies of opportunities to update the performance monitoring program including an amendment to Section G of *Metro 2040* and requesting written comments on the proposed amendment.

R/2017-196

It was moved and seconded

**That the letter from Chris Plagnol, Corporate Officer, Metro Vancouver notifying affected local governments and other agencies of opportunities to update the performance monitoring program including an amendment to Section G of *Metro 2040* be received into the record.**

CARRIED

Councillor Robson - OPPOSED

1000 ***BYLAWS***

**Bylaws for Adoption**

Note: Councillor Masse left for the discussion of Item 1001 at 8:11 p.m. as he lives in the vicinity of the application.

1001 **2013-103-RZ, 12366 Laity Street**

**Maple Ridge Zone Amending Bylaw No. 7042-2013**

Staff report dated May 23, 2017 recommending adoption

To rezone from RS-1 (One Family Urban Residential) to R-1 (Residential District) to permit subdivision of 4 lots in the first phase and 2 lots in a second phase

Adoption

R/2017-197

It was moved and seconded

**That Bylaw No. 7042-2013 be adopted.**

CARRIED

Note: Councillor Masse returned to the meeting at 8:13 p.m.

***COMMITTEE REPORTS AND RECOMMENDATIONS***

**Public Works and Development Services**

1101 **2017-035-RZ, 11781 and 11775 Burnett Street, RS-1 to RM-2**

Staff report dated May 23, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7325-2017 to rezone from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit a five storey, 64 rental unit apartment building be given first reading and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999.

The Planner gave a PowerPoint presentation providing the following information:

- Application Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Plan Context
- Site Characteristics
- Development Proposal
- Proposed Site Plan

R/2017-198

It was moved and seconded

**That Bylaw No. 7325-2017 be given first reading; and**

**That the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999, along with the additional information described in this report.**

CARRIED

**1102     2017-061-RZ, Various Properties in the 22200 and 22300 Blocks of Dewdney Trunk Road, the 12000 Block of Garden Street, the 12000 Block of 223 Street and 12011 224 Street, RS-1 and C-3 to CD-1-17**

Staff report dated May 23, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7336-2017 to rezone from RS-1 (One Family Urban Residential) and C-3 (Town Centre Commercial) to CD-1-17 (Comprehensive Development) for redevelopment over several phases, allowing for a comprehensively planned mixed-use commercial/office and residential development in the Town Centre Area be given first reading, that Discharge Land Use Contract Bylaw No. 7337-2017 be given first reading and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999, along with information for a Subdivision application.

The Manager of Development and Environmental Services gave a PowerPoint presentation providing the following information:

- Application Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Plan Context
- Site Characteristics
- Development Proposal

- Proposed Site Plan
- Site Rendering

**Peter Hildebrande, Architect, Iredale Architecture – Applicant Representative**

Mr. Hildebrande gave a PowerPoint presentation outlining the site and its current boundaries. He advised on project objectives, the density of the project and its proposed layout. He also outlined the phasing of the proposed project and provided aerial renderings of project.

R/2017-199

It was moved and seconded

**That Bylaw No. 7336-2017 be given first reading, and**

**That Discharge Land Use Contract Bylaw No. 7337-2017 be given first reading; and further**

**That the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999, along with information for a Subdivision application.**

CARRIED

Note: Councillor Duncan left for the discussion of Item 1103 at 8:46 p.m. as she received an invitation to the Development Information Meeting and therefore is in a position of conflict.

**1103 2015-297-RZ, Various Properties in the 23000 Block of Lougheed Highway and the 11300 Block of 232 Street, RS-3 to R-2, RM-1 and C-1**

Staff report dated May 23, 2017 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7331-2017 to allow a site specific text amendment to the C-1 Zone and adjust zone boundaries to accommodate road and parkland modifications be given first and second reading and be forwarded to Public Hearing, that Housing Agreement Bylaw No. 7332-2017 to secure adaptive dwelling units be given first reading and that Maple Ridge Zone Amending Bylaw No. 7183-2015 to rezone from RS-3 (One Family Rural Residential) to R-2 (Urban Residential District), RM-1 (Townhouse Residential) and C-1 (Neighbourhood Commercial) to permit future subdivision of approximately 89 R-2 lots, 262 townhouse units, a one acre active park, conservation areas and a mixed-use commercial residential building be given second reading and be forwarded to Public Hearing.

The Manager of Development and Environmental Services gave a PowerPoint presentation providing the following information:

- Application Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Plan Context
- Site Characteristics
- Development Proposal
- Proposed Site Plan
- Proposed Materials
- Overall Site Plan
- Landscape Plan
- Planting Plan

**Maginnis Cocivera, Vice President Development – Polygon Homes**

Mr. Cocivera gave a PowerPoint presentation providing information on the proposed Morningstar development. He outlined the concept introduced at first reading, the process involved to refine the original proposal and the changes proposed in the plan for second reading and Public Hearing. He spoke to the benefits to Maple Ridge generated by the proposed application.

R/2017-200

It was moved and seconded

- 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 Bylaw No. 7331-2017 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 Bylaw No. 7331-2017 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
- 3) That it be confirmed that Bylaw No. 7331-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Bylaw No. 7331-2017 be given first and second readings and be forwarded to Public Hearing;
- 5) That Bylaw No. 7183-2015 be amended as identified in the staff report dated (May 23, 2017), be given second reading as amended, and be forwarded to Public Hearing;
- 6) That 23070 Lougheed Highway Housing Agreement Bylaw No. 7332-2017 be given first reading;
- 7) Collecting a security for the provision of rental housing in accordance with the agreement to be entered into under Bylaw No. 7332-2017;

- 8) 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) Approval from the Ministry of Transportation and Infrastructure;
  - iii) Amendment to Official Community Plan Schedules "B" and "C"
  - iv) Road dedication on Lougheed Highway, Haney Bypass and 232 Street as required;
  - v) Park dedication as required, including construction of walkways, multi-purpose trails, plaza and public art space and emergency access roads; and removal of all debris and garbage from park land;
  - vi) Acquisition of the 1 acre central park to the City;
  - vii) Voluntary park improvement contribution of \$150,000.00 for the central park;
  - viii) Two (2) fast charging electrical vehicle outlets;
  - ix) Consolidation of the subject properties along the proposed zone boundaries;
  - x) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject properties for the proposed development;
  - xi) Registration of a Restrictive Covenant for the protection of the Environmentally Sensitive areas (wetlands) on the subject properties;
  - xii) Registration of a "No Build" Restrictive Covenant, substantially in the form of the draft attached as Appendix F, for the multi-residential and commercial / rental apartment portions of the subject site. It will restrict development until future subdivision or development permits are issued by Council that comply with Supplementary Design Guidelines (Schedule "A" attached to the "No-Build" Covenant in Appendix F). This covenant is to require the single residential and townhouse units be prewired for electric vehicle slow charging and one publically accessible fast charge electric vehicle charging station associated with the mixed-use Commercial / Rental Apartment site;
  - xiii) Registration of a Statutory Right-of-Way plan and agreement, including saving harmless the City, over the townhouse and commercial / apartment sites where public pathways, walkways or other interconnections throughout the site and into the Kanaka Regional Park are proposed;
  - xiv) Registration of a Reciprocal Cross Access Easement Agreement between the two townhouse lots south of the Lougheed Highway, as may be necessary;
  - xv) Registration of a Restrictive Covenant for protecting the Visitor Parking;
  - xvi) Registration of a Restrictive Covenant for Stormwater Management;

- xvii) Registration of a Housing Agreement in accordance with Section 483 of the Local Government Act and a Restrictive Covenant stating that a minimum of 24 dwelling units will be restricted to rental units;
- xviii) Registration of a Restrictive Covenant stating that a minimum of one third of the dwelling units subject to the Housing Agreement will be designed and build to comply with SaferHome Standards, (see Schedule A attached to the bylaw in Appendix E), and in accordance with Section 3.8.5 Adaptive Dwelling Units of the British Columbia Building Code;
- xix) Security for the apartment units to be provided in accordance with the Housing Agreement;
- xx) Removal of existing building/s;
- xxi) 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;
- xxii) That a voluntary contribution, in the amount of \$1,523,000.00 to be provided in keeping with the Council Policy with regard to Community Amenity Contributions; and
- xxiii) A further voluntary Community Amenity contribution, in the amount of \$1,000,000.00.

CARRIED

**1104 2016-464-RZ, 20199 and 20185 Mclvor Avenue, RS-1 to RS-1b**

Staff report dated May 23, 2017 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7333-2017 to include property in the Urban Area Boundary and to change land use designation from Agricultural to Urban Residential be given first and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7308-2017 to rezone from RS-1 (One Family Urban Residential) to RS-1b (One Family Urban [Medium Density] Residential) to permit approximately 9 RS-1b zoned lots be given second reading and be forwarded to Public Hearing.

R/2017-201

It was moved and seconded

- 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 Bylaw No. 7333-2017 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 Bylaw No. 7333-2017 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
- 3) That it be confirmed that Bylaw No. 7333-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Bylaw No. 7333-2017 be given first and second readings and be forwarded to Public Hearing;
- 5) That Bylaw No. 7308-2017 be given second reading, and be forwarded to Public Hearing;
- 6) That Council require, as a condition of subdivision approval, the developer to pay to the City an amount that equals 5% of the market value of the land, as determined by an independent appraisal, in lieu of parkland dedication in accordance with Section 510 of the *Local Government Act*; and,
- 7) That the following terms and conditions be met prior to final reading:
  - i) Amendment to Official Community Plan Schedule "B";
  - ii) Consolidation of the subject properties;
  - iii) Registration of a Restrictive Covenant for the Geotechnical Report and Floodplain Report, which addresses the suitability of the subject properties for the proposed development;
  - iv) Registration of a Restrictive Covenant for Stormwater Management;
  - v) Removal of existing buildings;
  - vi) 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; and
  - vii) That a voluntary contribution, in the amount of \$45,900.00 be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

CARRIED

#### 1105 Maple Ridge Ticket Information Utilization Amending Bylaw No. 7327-2017

Staff report dated May 23, 2017 recommending that Maple Ridge Ticket Information Utilization Amending Bylaw No. 7327-2017 to amend the fine amount for one section of the Maple Ridge Tree Protection and Management Bylaw be given first, second and third reading.

R/2017-202

It was moved and seconded

That Bylaw No. 7327-2017 be given first, second and third reading.

CARRIED

**1106 Community Heritage Commission Recommendation regarding Federal Bill C-323**

Staff report dated May 23, 2017 recommending that a letter indicating support of Federal Bill C-323 be prepared for signature by the Mayor and forwarded to the Federal Members of Parliament.

R/2017-203

It was moved and seconded

**That a letter indicating Council support of Federal Bill C-323 be prepared for the Mayor's signature and that the letter be forwarded to the Federal Members of Parliament, with copies to others as identified in Appendix A of the staff report dated May 23, 2017.**

CARRIED

Councillor Robson - OPPOSED

**Financial and Corporate Services (including Fire and Police)**

**1131 Council Remuneration**

Staff report dated May 23, 2017 recommending that Maple Ridge Council Remuneration Bylaw No. 7330-2017 to establish Council remuneration be given first, second and third reading.

R/2017-204

It was moved and seconded

**That Bylaw No. 7330-2017 be given first, second and third reading.**

CARRIED

**1132 Train Whistle Cessation**

Staff report dated May 23, 2017 recommending that preparatory whistle cessation steps as required by Transport Canada for eight public railway crossings located in Maple Ridge be undertaken and that a resolution be prepared for consideration as per requirements by Transport Canada's Procedure for Train Whistling at Public Grade Crossings.

R/2017-205

It was moved and seconded

**That staff be directed to undertake the preparatory whistle cessation steps as required by Transport Canada for the eight (8) public railway crossings located in Maple Ridge except for the crossing at the Bell Pole Spur on River Road in Albion (Milepost 100.34); and**

That staff prepare a resolution for consideration by Council as per the requirement detailed in Step 6 of Transport Canada's Procedure for Train Whistling at Public Grade Crossings as identified in this staff report dated May 23, 2017.

CARRIED

**Community Development and Recreation Service**

**1151 Strong Kids Task Group**

Staff report dated May 23, 2017 recommending that the Strong Kids Team be endorsed as a Task Group based on the attached draft Terms of Reference, that the structure be reviewed after a period of three years and that the Financial Plan be amended by \$12,000 per year for the three year term to fund the work of the task force.

R/2017-206

It was moved and seconded

That a decision to endorse the Strong Kids Team as a Task Group based on a draft Terms of Reference be deferred to coincide with a fuller discussion on the Youth Strategy to be held later in the year.

CARRIED

Councillor Duncan, Councillor Speirs - OPPOSED

**Administration** – Nil

**Other Committee Issues** – Nil

**1200 STAFF REPORTS** - Nil

**1300 OTHER MATTERS DEEMED EXPEDIENT** – Nil

**1400 NOTICES OF MOTION AND MATTERS FOR FUTURE MEETINGS** – Nil

Note: Question Period was dealt with prior to Item 400.

1500 ***QUESTION PERIOD***

Note: The Acting Mayor advised that due to upcoming court proceedings, Council and staff will be unable to answer specific questions related to the camp in St. Anne Park.

**Michael Morden**

Mr. Morden referred to the Maple Ridge Parks and Recreation Facilities Regulation Bylaw regulating camping in parks and asked why criminal charges were not pressed when materials were removed from the back of a City owned truck at a time City staff were clearing the St. Anne camp in accordance with the Parks bylaw. He also asked why the Bylaws Department did not enforce and continue to enforce the removal of the camp from St. Anne Park when a bylaw is in place to allow this action.

The Chief Administrative Officer advised that a response cannot be given as much of the question asked is contained in the City's arguments before the Court for ending the camp.

Mr. Morden requested a status report on the application to the courts and whether there is a time line on the application. The Chief Administrative Officer provided a time line.

**Grover Telford**

Mr. Telford commented on Supreme Court decisions based on persons having a place to go. He questioned the need for an injunction and legal involvement rather than the use of existing bylaws. He expressed concern over precedence being set should the injunction fail. Mr. Telford commented on the frustration felt by citizens. He reiterated his question as to why the City is proceeding with an injunction if the camp is illegal.

The Acting Mayor advised that the Bylaws Department has taken as much action as possible and that an injunction is required for RCMP support.

**Julian** (last name inaudible)

Julian expressed concern with the lack of police presence in the 223 Street and the North Avenue area and with the increase in drug use and break-ins. He stated that adequate police presence was promised when the camp on St. Anne was first set up however he felt that this has not been provided. He asked why a police vehicle could not be stationed in the area on a more regular basis.

The Acting Mayor advised on the increase in the number of police officers and security services for Maple Ridge and encouraged continued feedback from the community to assist with the allocation of RCMP resources.

**Jody Johnson**

Ms. Johnson asked why helmet laws are not being enforced and why police do not come out to complaint calls. She provided an example of a bicycle being stolen and upon calling the police being told no one would come out unless there was impending violence. She stated she will no longer call the RCMP, she will call friends. She expressed concern for her safety.

The Acting Mayor encouraged Ms. Johnson to communicate any concerns with unresponsiveness from the RCMP to Council.

Ms. Johnson expressed concern over persons who are breaking laws not being arrested. She did not feel the crime map is accurate. She expressed her frustration with the lack of police enforcement.

**Terry Kennedy**

Mr. Kennedy asked whether the City has entertained the idea of Community Policing. He advised that this system is used in Quebec and has proven to be extremely effective. Mr. Kennedy felt the RCMP's focus is a legal or court issue and suggested that the RCMP work to gain more respect and perhaps quit saying that a matter is a civil matter.

The Acting Mayor advised that the prospect of moving to a municipal police force is not currently on Council's agenda.

**Mark Lancaster**

Mr. Lancaster advised that he is the owner of an automotive shop in close vicinity to the camp. He thanked Council and the Acting Mayor for help in moving the matter of the camp removal forward. He asked whether 24 hour policing can be provided until the camp is removed.

The General Manager of Corporate and Financial Services advised on discussions taking place with various agencies including the RCMP, Bylaws and security pertaining to the pending closure of the shelter. He advised that the feedback from this meeting will be added to the discussion.

**Pam Banks**

Ms. Banks thanked the Manager of Bylaws & Licences for the work she has been doing from a Bylaws Department perspective and expressed that she was hopeful that Council stood behind their staff in light of comments being made on social media. Ms. Banks referred to individuals coming off the WestCoast Express who she believes are coming from the Downtown Vancouver area due to the fact that word has gotten out that there is a camp in Maple Ridge.

Ms. Banks asked whether anything will be set up to deter individuals who do not live in the community from infiltrating Maple Ridge and heading to the camp.

**Kathy Pring**

Ms. Pring read excerpts from comments put forward by doctors, namely Dr. Perry Kendall and Dr. Del Dorsheid, on the opioid crisis. She commented on the number of pharmacies being opened in Maple Ridge and expressed concern that these businesses are opening to hand out prescribed methadone. She asked whether a quota can be placed on the pharmacies being opened in Maple Ridge. Ms. Pring indicated that she has a business in the Maple Ridge City Centre tower and spoke to the number of disturbances coming into her shop and the concern she felt for her staff as a result.

Note: Item 400 was dealt with following Question Period

1600 ***ADJOURNMENT*** – 9:38 p.m.

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T. Shymkiw, Acting Mayor

Certified Correct

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D. Denton, Acting Corporate Officer

700     *ITEMS ON CONSENT*



## 701.1 Development Agreements Committee

CITY OF MAPLE RIDGE  
DEVELOPMENT AGREEMENTS COMMITTEE

May 16, 2017  
Mayor's Office

CIRCULATED TO:

Nicole Read, Mayor  
Chair

Ted Swabey, Chief Administrative Officer  
Member

Amanda Allen, Recording Secretary

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1. 16-112943 BG

LEGAL: Lot 1, District Lot 276, Group 1, New Westminster District,  
Plan EPP51002

LOCATION: 20385 123 Avenue

OWNER: Jagjeet, Parminder, Randeep Bhuller & Sandeep Gill

REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 16-112943 BG.

CARRIED

2. 17-109755 BG

LEGAL: Lot 16, Section 28, Township 12, New Westminster District,  
Plan BCP42355

LOCATION: 13406 235 Street

OWNER: Huan Ngo

REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-109755 BG.

CARRIED

3. 17-114100 BG

LEGAL: Lot 8, Section 32, Township 12, New Westminster District,  
Plan BCP30976

LOCATION: 13949 Anderson Creek Drive

OWNER: Wenjun Wang & Gordon Weisflock

REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-114100 BG.

CARRIED

4. 17-111723 BG

LEGAL: Lot 15, Section 15, Township 12, New Westminster District,  
Plan EPP31277

LOCATION: 24416 112B Avenue

OWNER: Shawn & Aleesha Van Damme

REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-111723 BG.

CARRIED

5. 17-112003 BG

LEGAL: Lot 58, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10260 Wynnyk Way

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-112003 BG.

CARRIED

6. 16-128821 BG

LEGAL: Lot 57, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10261 Wynnyk Way

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 16-122821 BG.

CARRIED

7. 17-115427 BG

LEGAL: Lot 49, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10325 Wynnyk Way

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-115427 BG.

CARRIED

8. 17-115980 BG

LEGAL: Lot 47, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10339 Wynnyk Way

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-115980 BG.

CARRIED

9. 17-115448 BG

LEGAL: Lot 45, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10330 238A Street

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-115448 BG.

CARRIED

10. 17-115424 BG

LEGAL: Lot 44, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10324 238A Street

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-115424 BG.

CARRIED

**11. 16-129139 BG**

LEGAL: Lot 39, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10280 238A Street

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 16-129139 BG.

CARRIED

**12. 17-112889 BG**

LEGAL: Lot 37, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10266 238A Street

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-112889 BG.

CARRIED

**13. 17-114613 BG**

LEGAL: Lot 34, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10265 238A Street

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-114613 BG.

CARRIED

**14. 17-115985 BG**

LEGAL: Lot 27, District Lot 405, Group 1, New Westminster District,  
Plan EPP56457

LOCATION: 10323 238A Street

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-115985 BG.

CARRIED

15. 16-127067 BG

LEGAL: Lot 7, District Lot 241, Group 1, New Westminster District,  
Plan EPP38911

LOCATION: 20402 Wicklund Avenue

OWNER: Palisades on Westside Developments Ltd.

REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 16-127067 BG.

CARRIED

16. 16-127066 BG

LEGAL: Lot 8, District Lot 241, Group 1, New Westminster District,  
Plan EPP38911

LOCATION: 20408 Wicklund Avenue

OWNER: Palisades on Westside Developments Ltd.

REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 16-127066 BG.

CARRIED

**17. 17-108949 BG**

**LEGAL:** Lot 19, Section 16, Township 12, New Westminster District,  
Plan LMP25296

**LOCATION:** 23708 Dewdney Trunk Road

**OWNER:** Amanda & Brandon Worms

**REQUIRED AGREEMENTS:** Secondary Suite Covenant;  
Release of BJ285736 (No Build Covenant)

**THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE TO 17-108949 BG.**

**CARRIED**

**18. 2013-103-RZ**

**LEGAL:** Lot 2, District Lot 248, Group 1, New Westminster District,  
Plan 7478; Lots 1, 3, 4, all of District Lot 248, Group 1, New  
Westminster District, Plan EPP53735.

**LOCATION:** 12366 Laity Street

**OWNER:** Gurpreet & Jiwanwant Rakhra

**REQUIRED AGREEMENTS:** Tree Protection Agreement;  
Subdivision Servicing Agreement;  
Covenants: Tree Protection (Lots 1,3,4), Stormwater  
Management (Lot 2);  
Statutory Right of Way (watermain) (Lot 4)

**THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE TO 2013-103-RZ.**

**CARRIED**

19. 2016-193-DP

LEGAL: Lot I, Section 28, Township 12, New Westminster District,  
Plan 15594

LOCATION: 23262 130 Avenue

OWNER: Michelle & Kevin Nesbitt

REQUIRED AGREEMENTS: Habitat Protection Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 2016-193-DP.

CARRIED

20. 2011-081-SD

LEGAL: Lots 1-68, all of District Lot 405, Group 1, New Westminster  
District, Plan EPP56457

LOCATION: 68 lots at Slatford Place & 104 Avenue

OWNER: Morningstar Homes Ltd.

REQUIRED AGREEMENTS: Release of S94307 (Historical Floodplain Covenant)

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 2011-081-SD.

CARRIED

21. 15-116590 BG

LEGAL: Lot 44, Section 16, Township 12, New Westminster District,  
Plan BCP539


LOCATION: 23743 115A Avenue

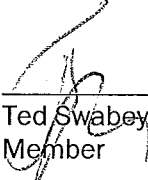
OWNER: James & Marie Garnier and Derek & Marti Masaro

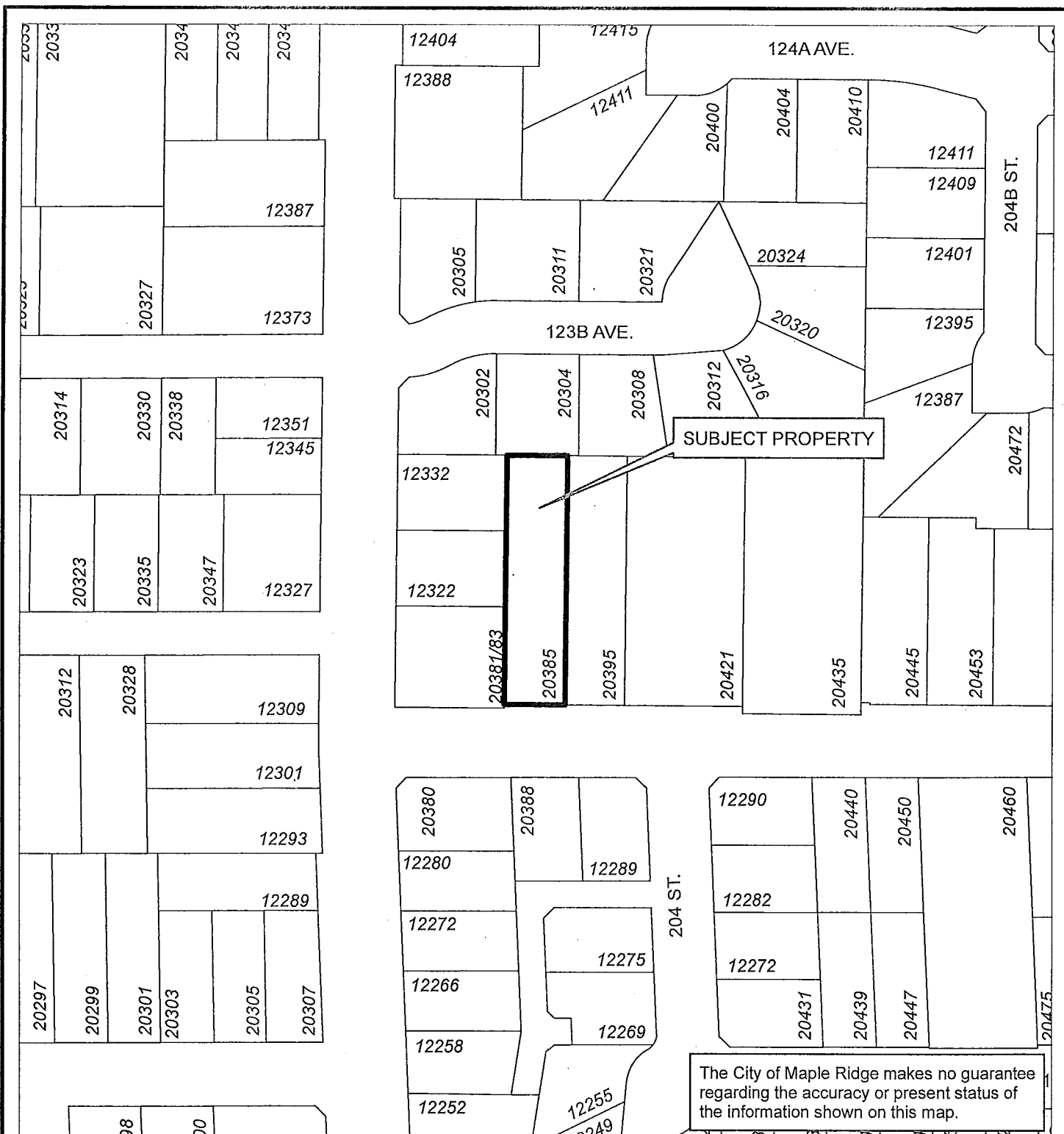
REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING  
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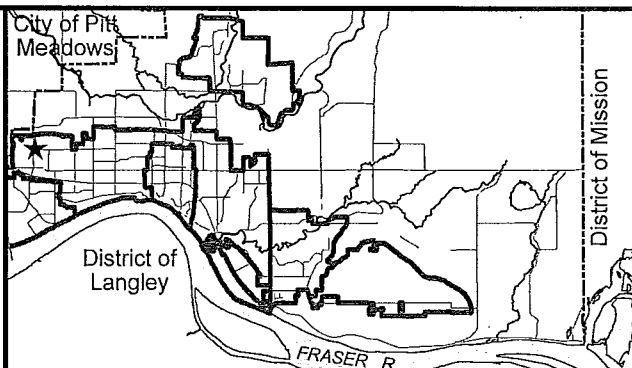
CARRIED

  
\_\_\_\_\_  
Nicole Read, Mayor  
Chair

  
\_\_\_\_\_  
Ted Swabey, Chief Administrative Officer  
Member



Scale: 1:1,500



20385 123 Ave

ENGINEERING DEPARTMENT



## MAPLE RIDGE

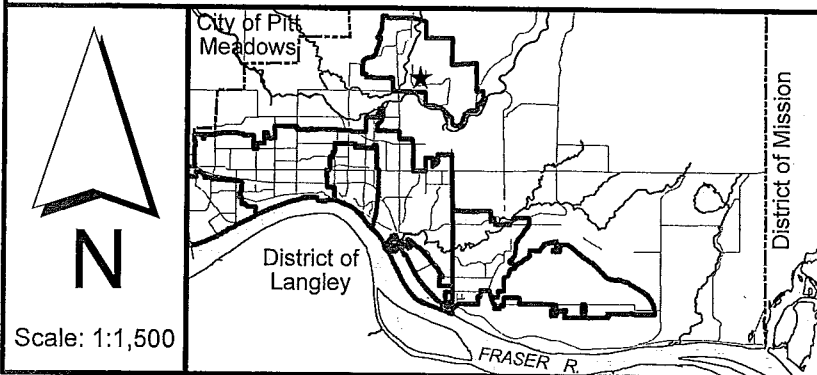
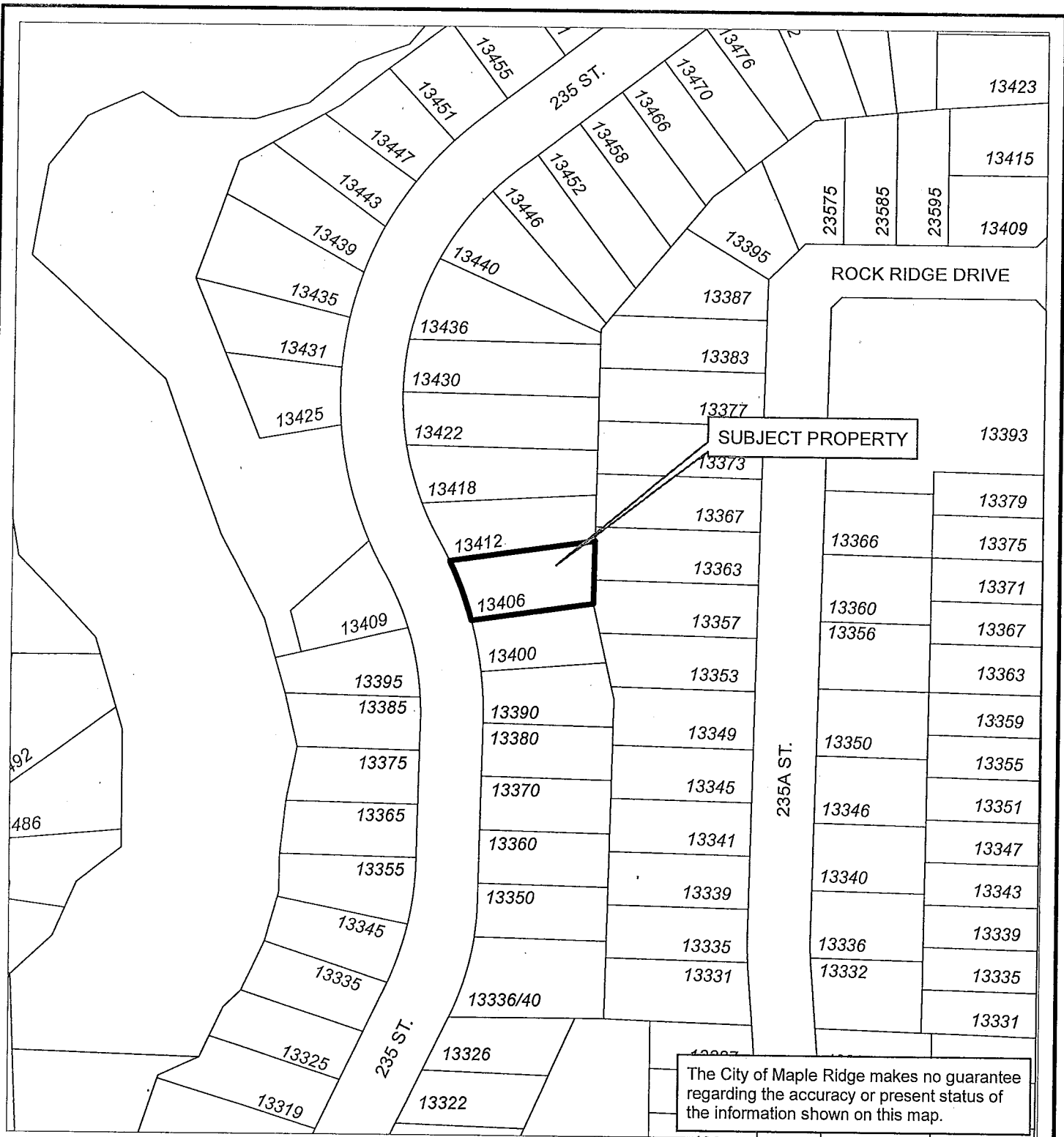
## British Columbia

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BY: NV



## 13406 235 St

ENGINEERING DEPARTMENT

**MAPLE RIDGE**

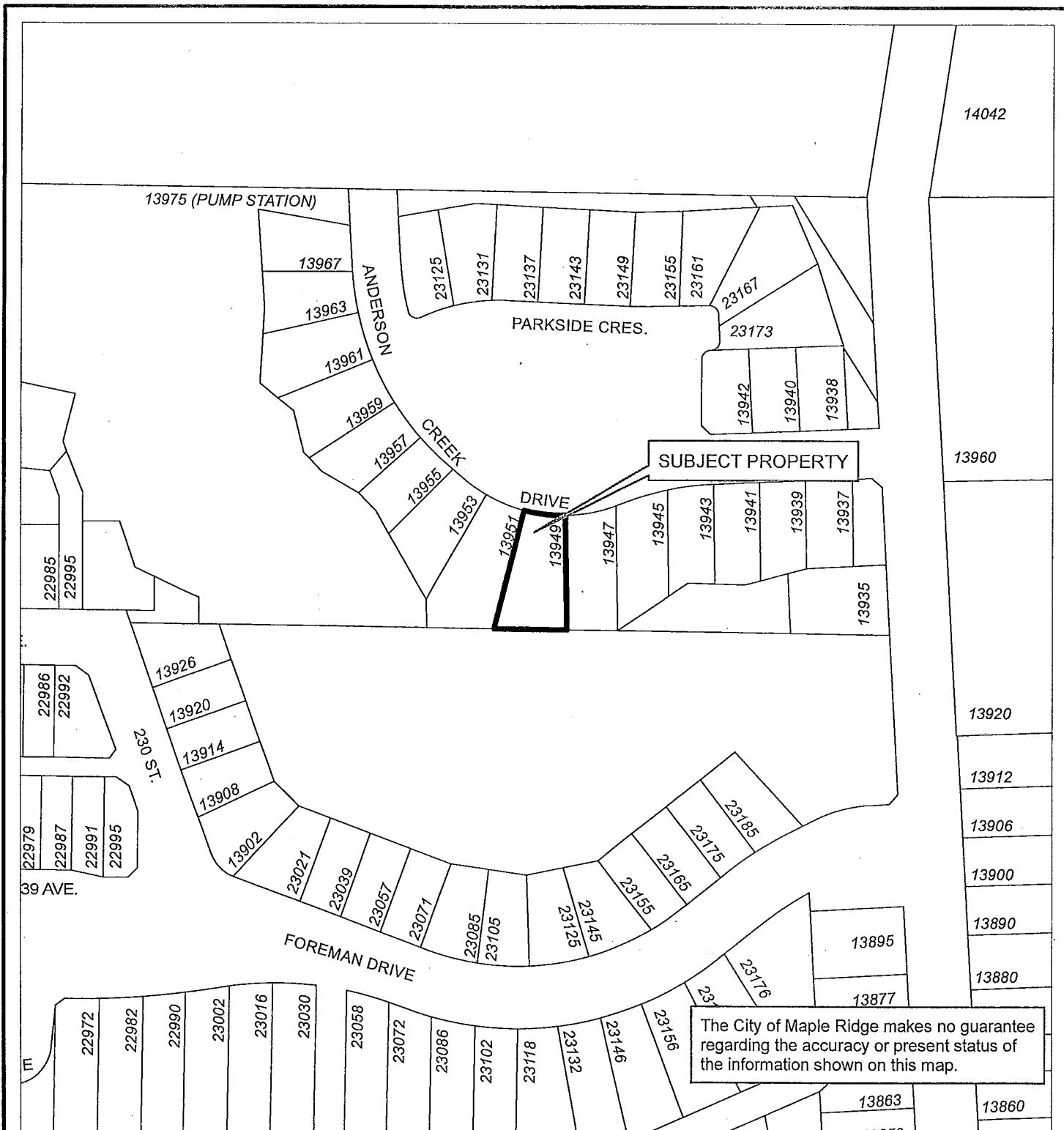
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**mapleridge.ca**

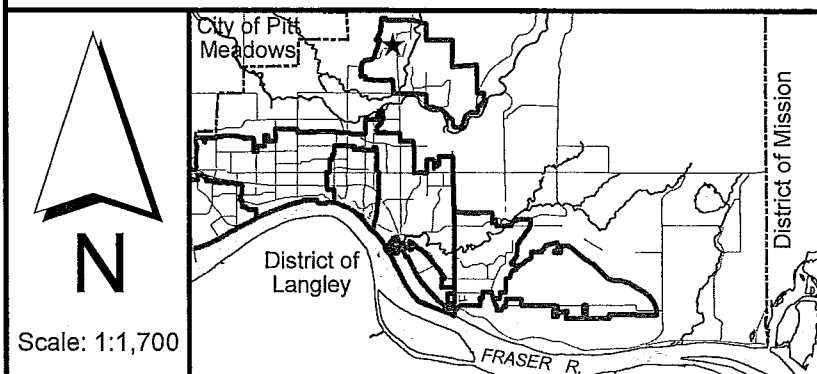
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The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.



13949 Anderson Crk Dr

ENGINEERING DEPARTMENT



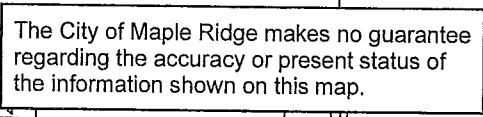
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British Columbia

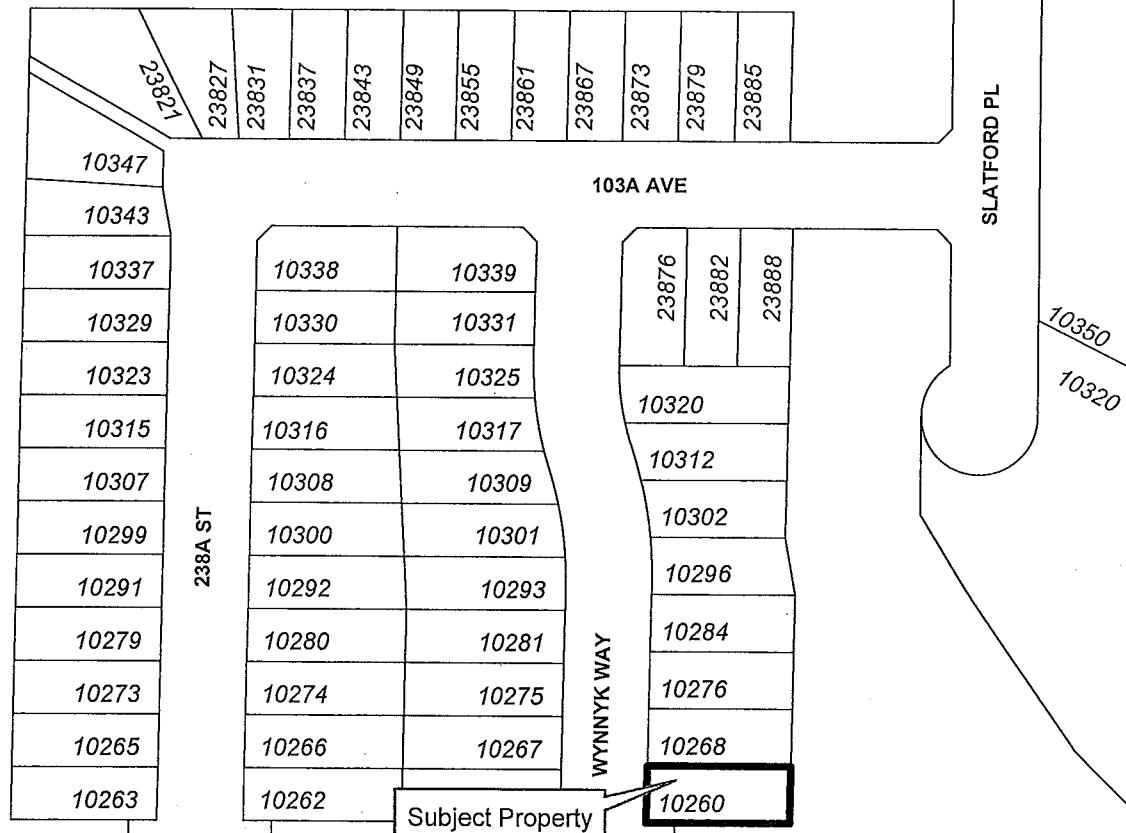
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BY: MC



Subject Property

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10260 Wynnyk Way

ENGINEERING DEPARTMENT



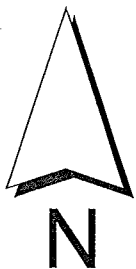
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British Columbia

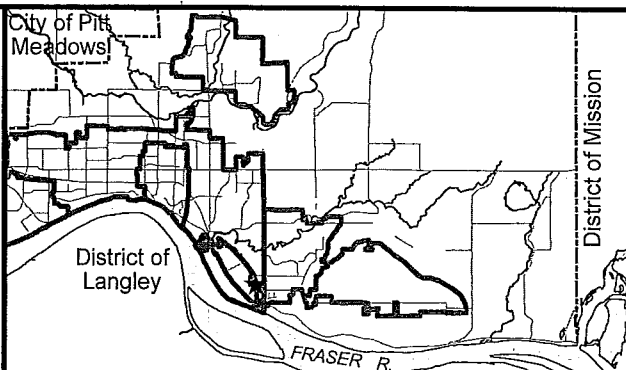
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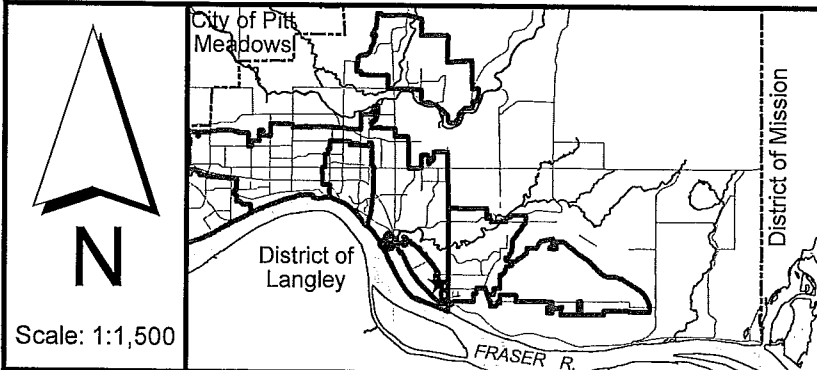
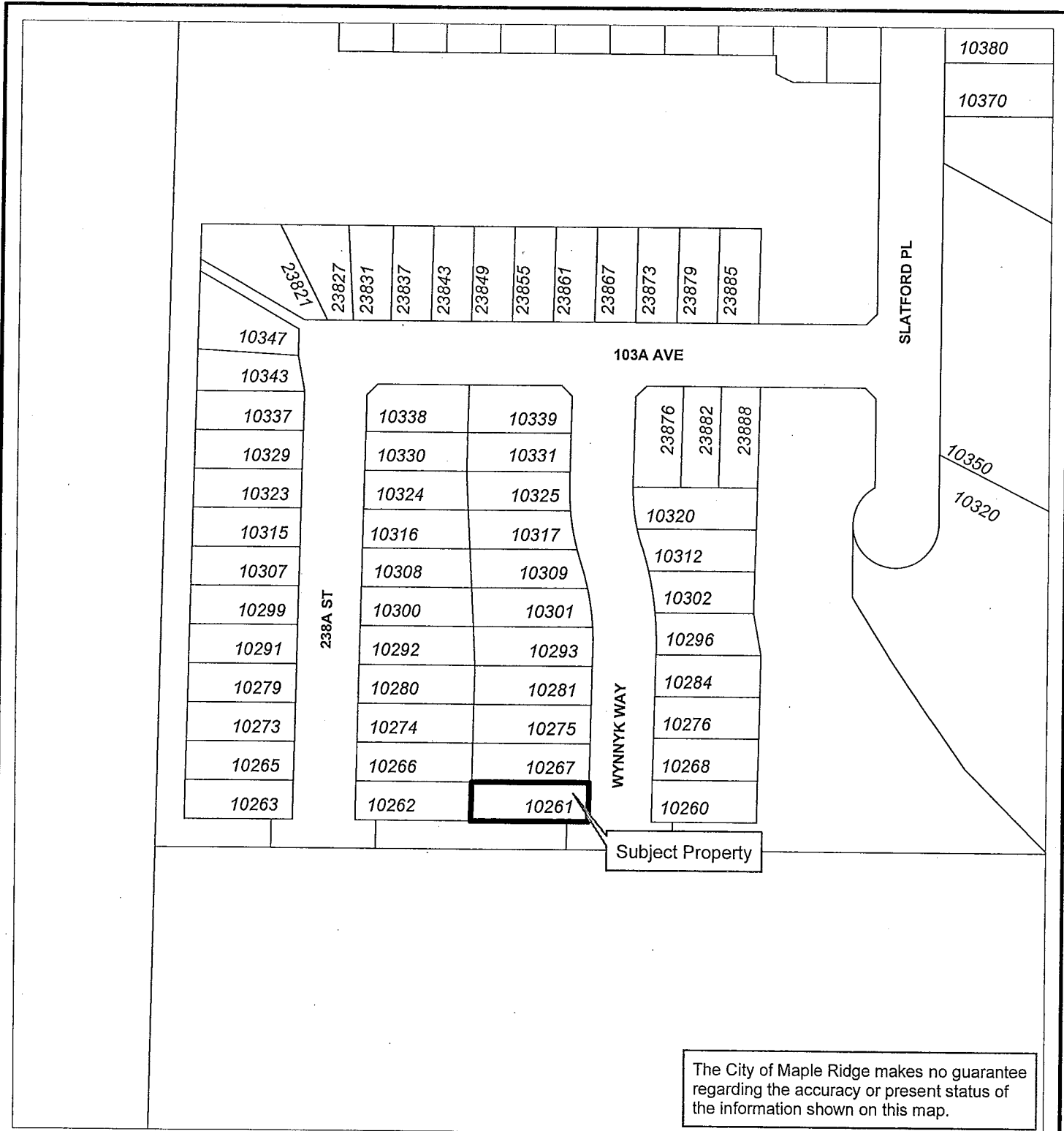
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## 10261 Wynnyk Way

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ENGINEERING DEPARTMENT

**MAPLE RIDGE**

British Columbia

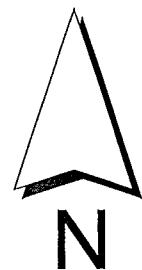
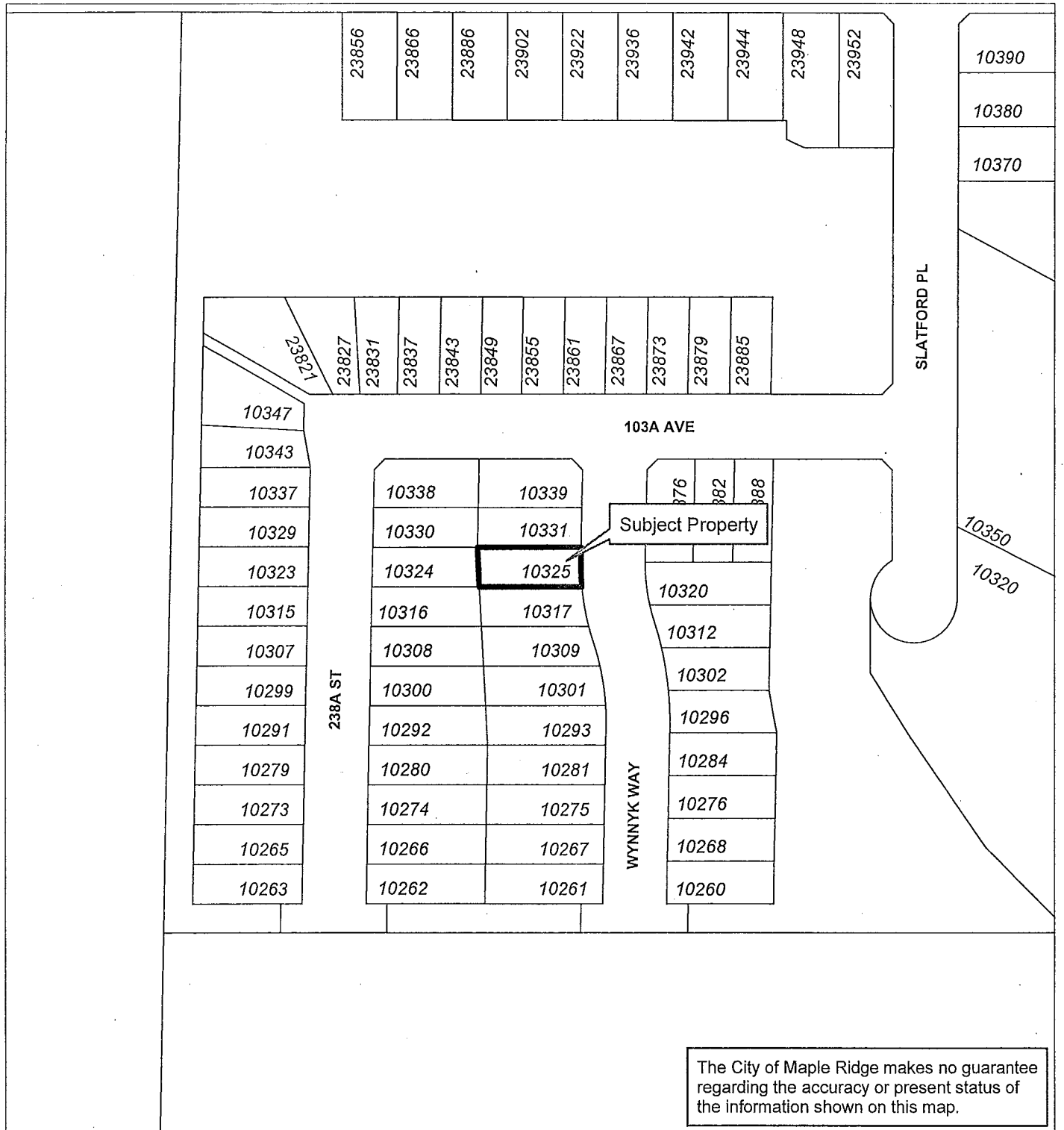
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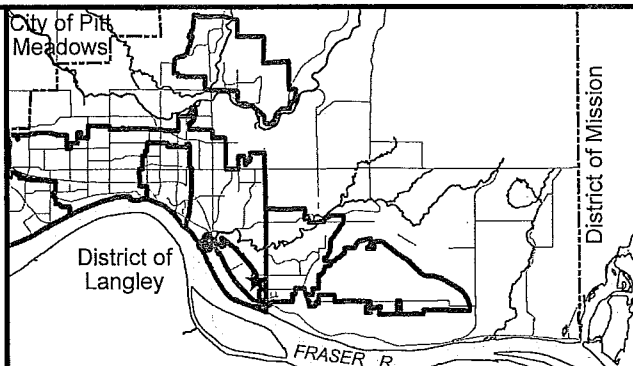
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10325 Wynnyk Way

ENGINEERING DEPARTMENT



MAPLE RIDGE

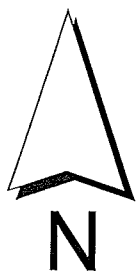
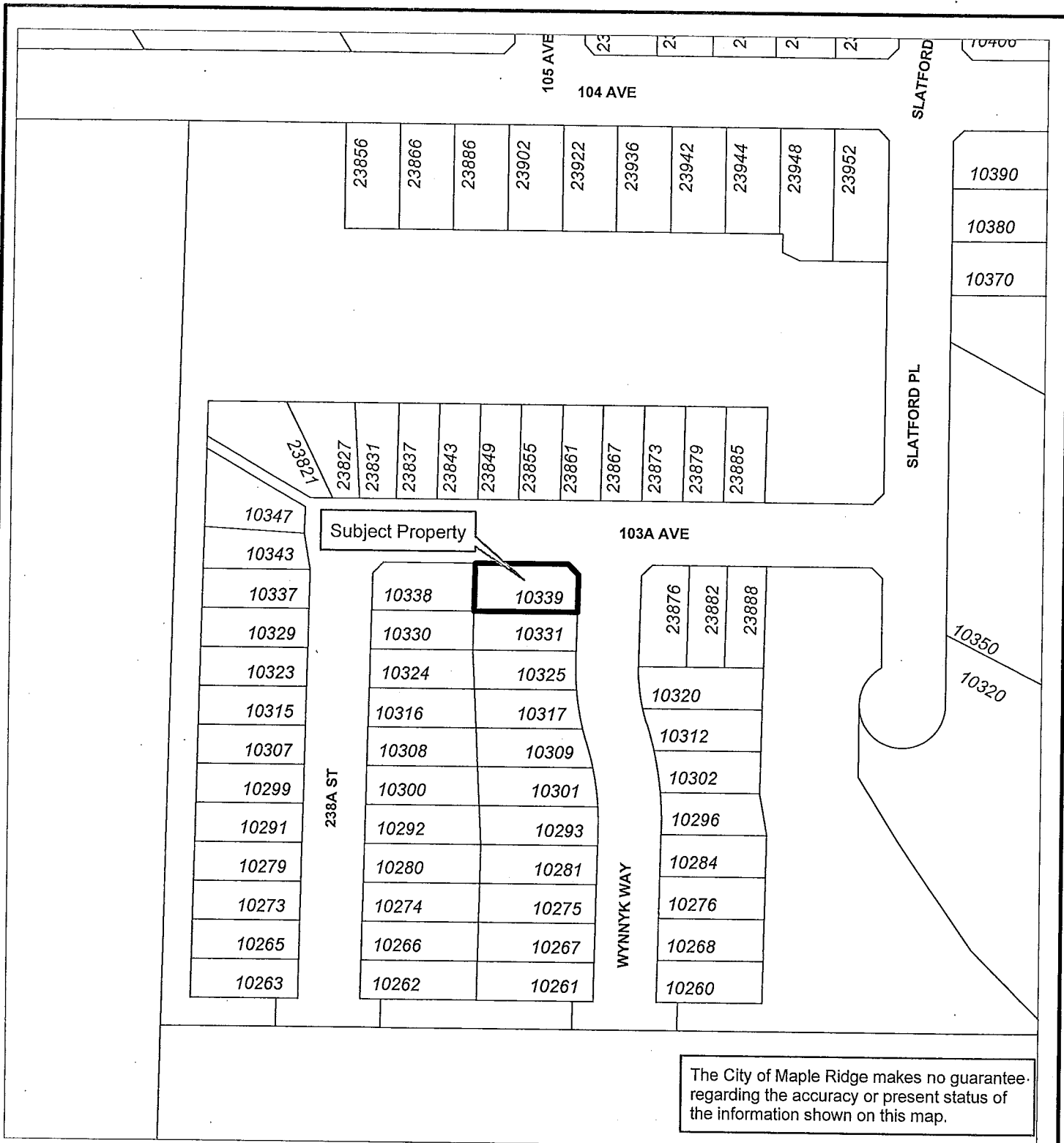
British Columbia

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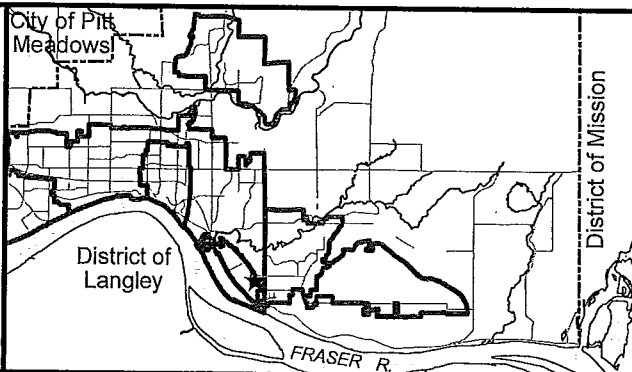
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DATE: May 10, 2017

BY: MC



Scale: 1:1,500



10339 Wynnyk Way

ENGINEERING DEPARTMENT



MAPLE RIDGE

British Columbia

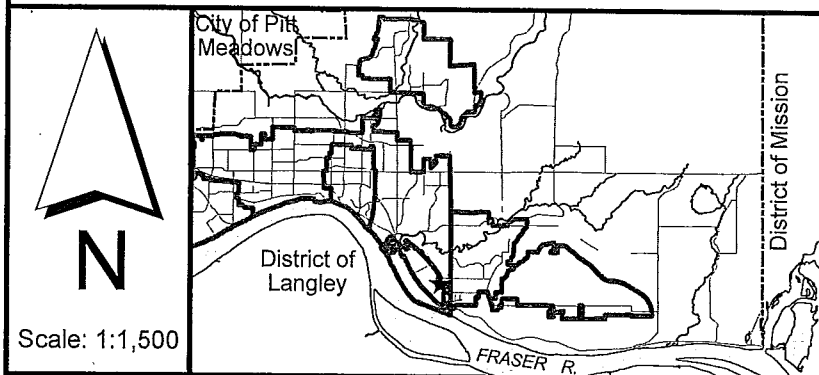
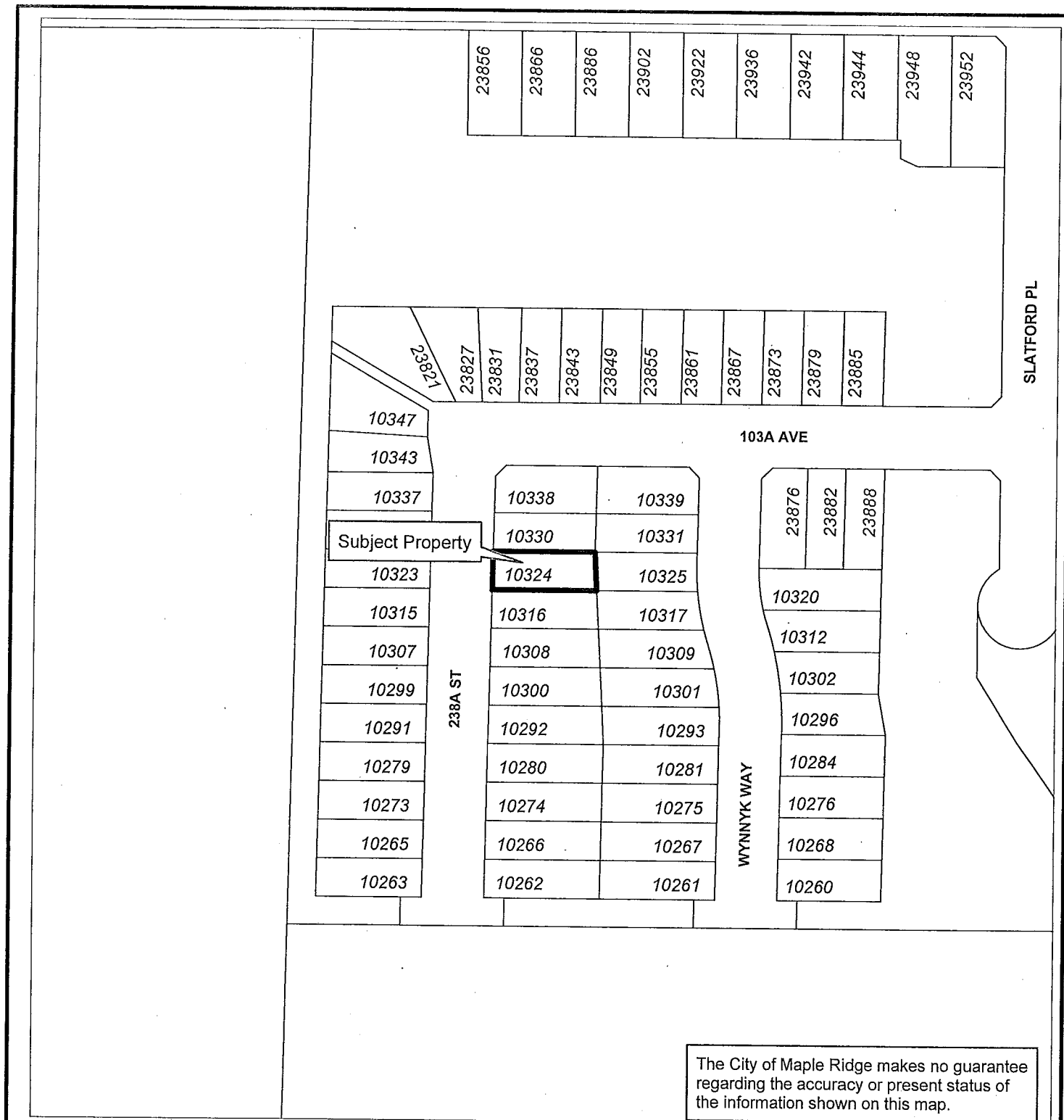
mapleridge.ca

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DATE: May 10, 2017


BY: MC





10324 238A St

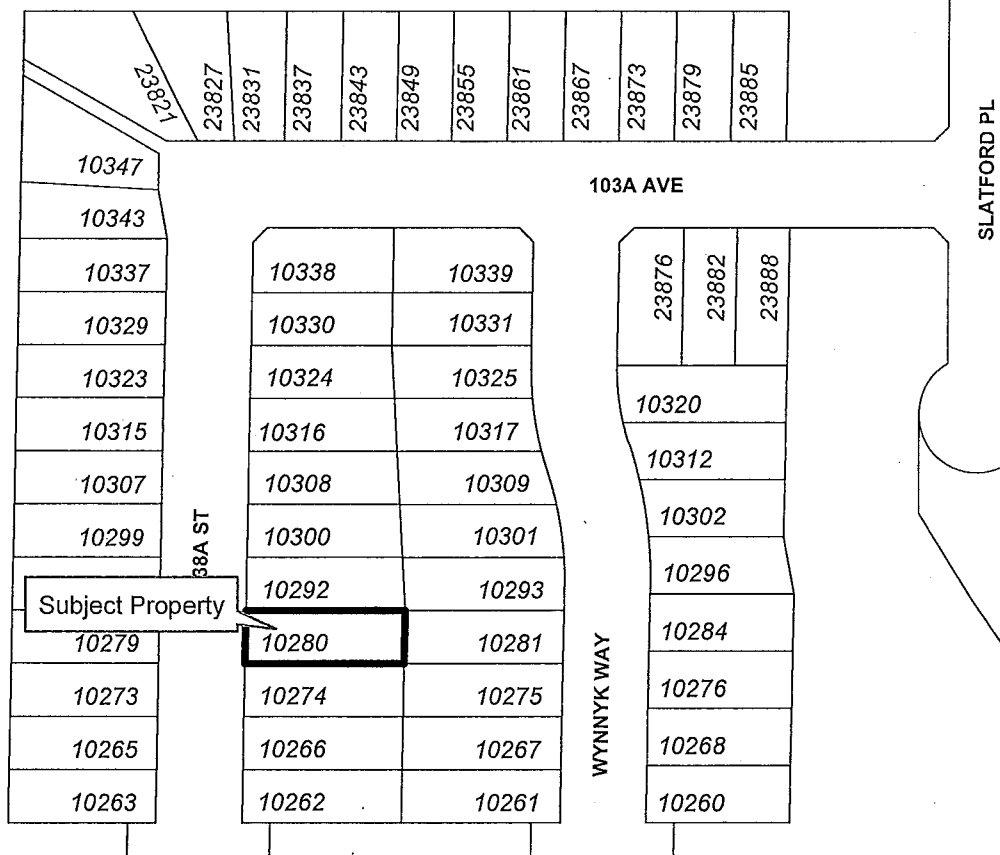
ENGINEERING DEPARTMENT

 **MAPLE RIDGE**  
British Columbia

[mapleridge.ca](http://mapleridge.ca)

FILE: Untitled  
DATE: May 10, 2017

BY: MC



Subject Property

The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.

10280 238A St

FINANCE DEPARTMENT



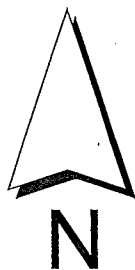
MAPLE RIDGE

British Columbia

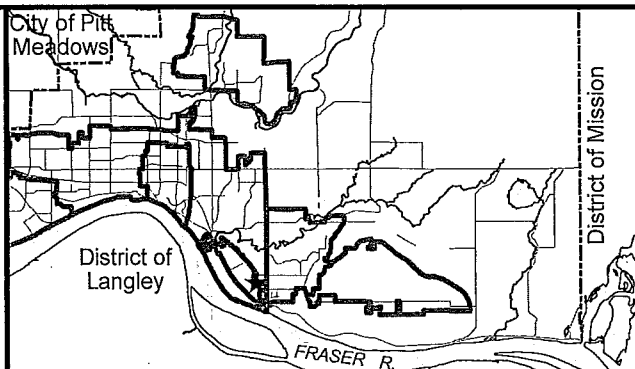
mapleridge.ca

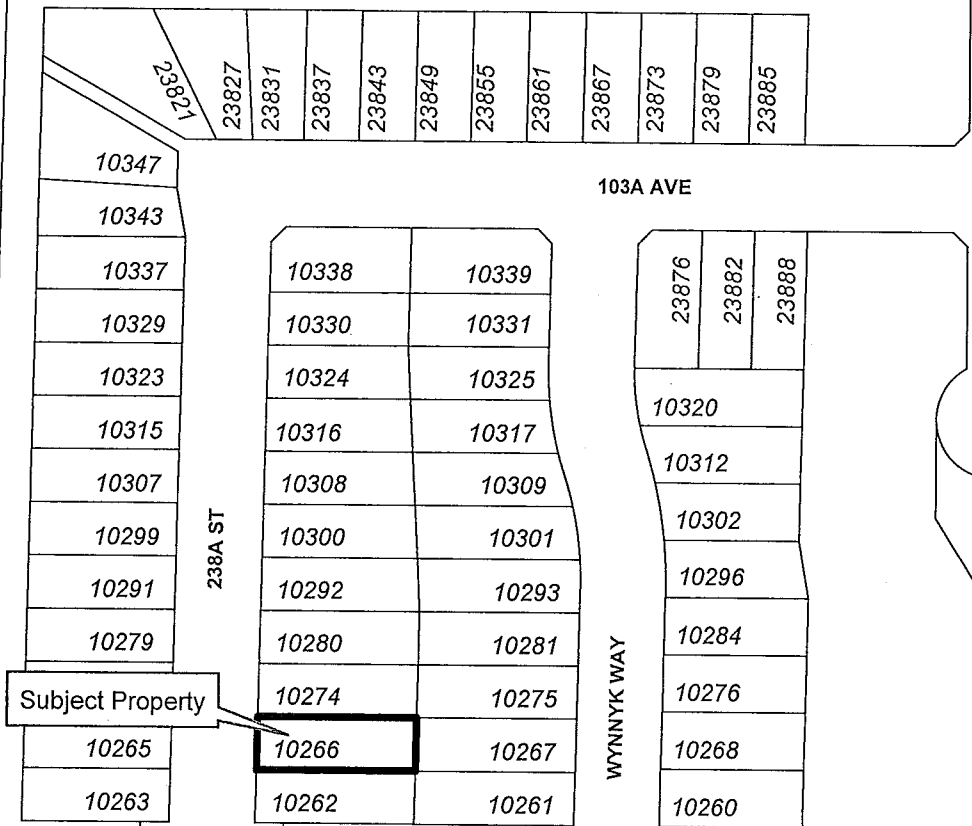
FILE: Untitled  
DATE: May 10, 2017

BY: MC

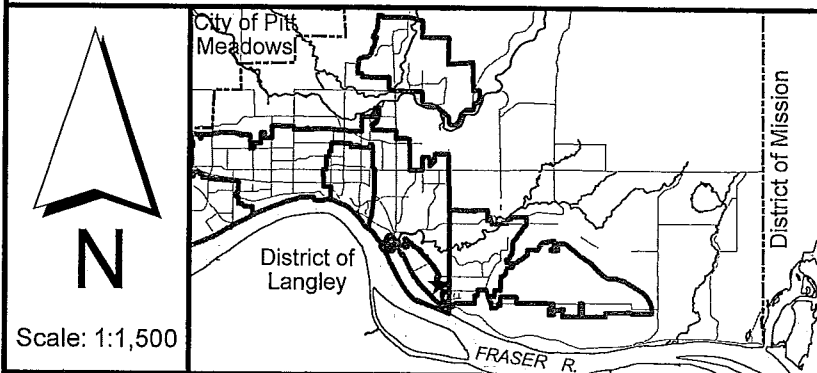


Scale: 1:1,500





The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.



10266 238A St

ENGINEERING DEPARTMENT



MAPLE RIDGE

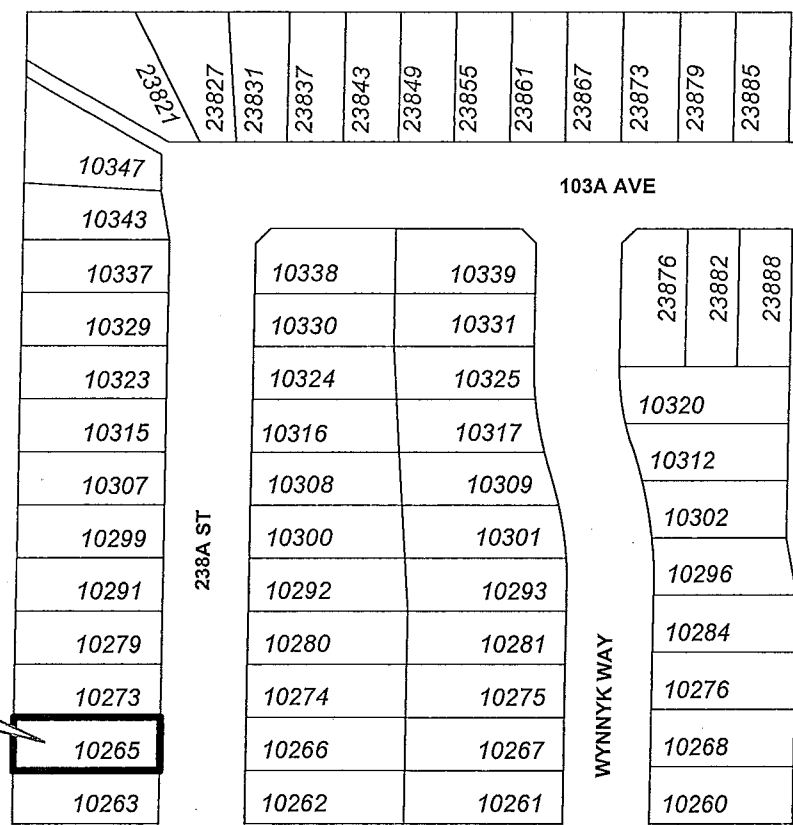
British Columbia

mapleridge.ca

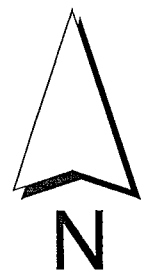
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DATE: May 10, 2017

BY: MC

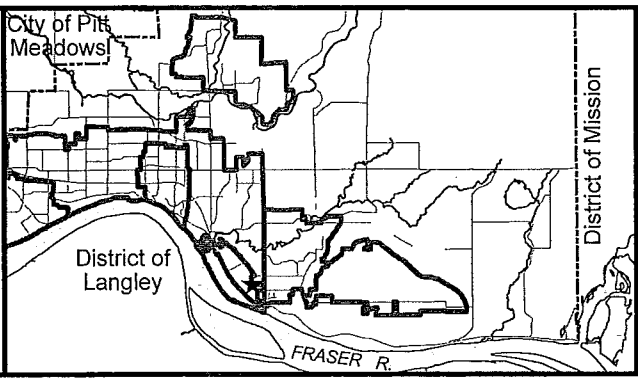
Subject Property



The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.



Scale: 1:1,500



10265 238A St

ENGINEERING DEPARTMENT

**mapleridge.ca**

FILE: Untitled  
DATE: May 10, 2017

BY: MC

104<sup>th</sup> AVE  
105<sup>th</sup> AVE

SLATFORD PL  
SLATFORD PL

23856  
23866  
23886  
23902  
23922  
23936  
23942  
23944  
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23952

23871

23827  
23831  
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23855  
23861  
23867  
23873  
23879  
23885

103A AVE

Subject Property

10347

10343

10337

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10323

10315

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10299

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238A ST

10338

10330

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10316

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10300

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10261

WYNNYK WAY

23876  
23882  
23888

10320

10312

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10260

The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.

10323 238A St

ENGINEERING DEPARTMENT



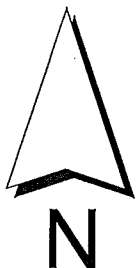
MAPLE RIDGE

British Columbia

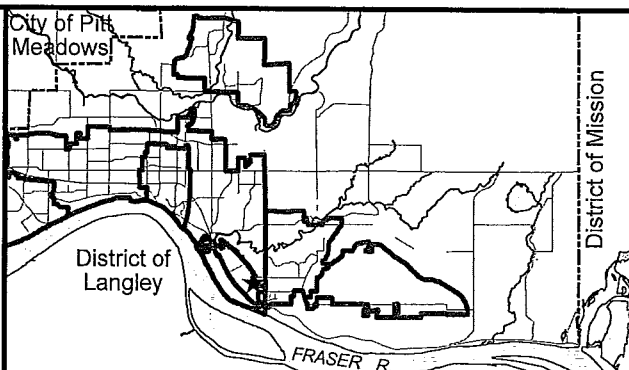
mapleridge.ca

FILE: Untitled  
DATE: May 10, 2017

BY: MC

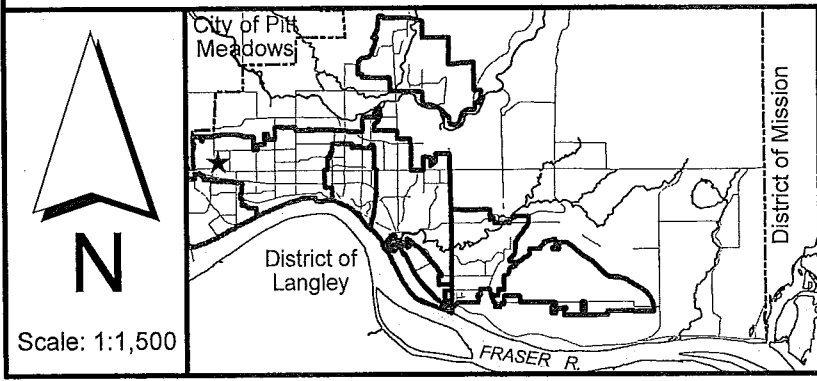


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The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.



20402 Wicklund Ave

ENGINEERING DEPARTMENT



MAPLE RIDGE

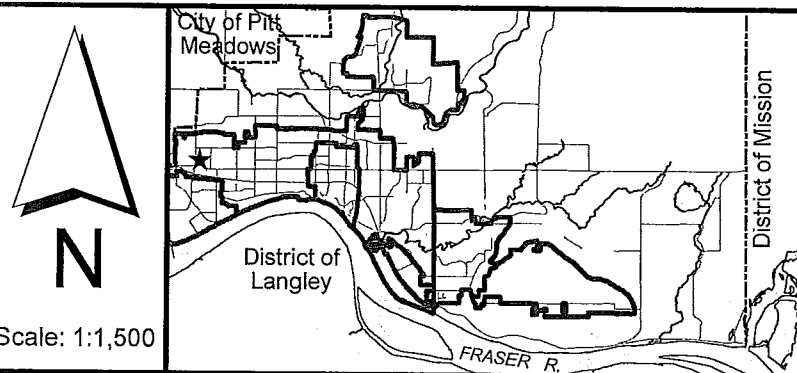
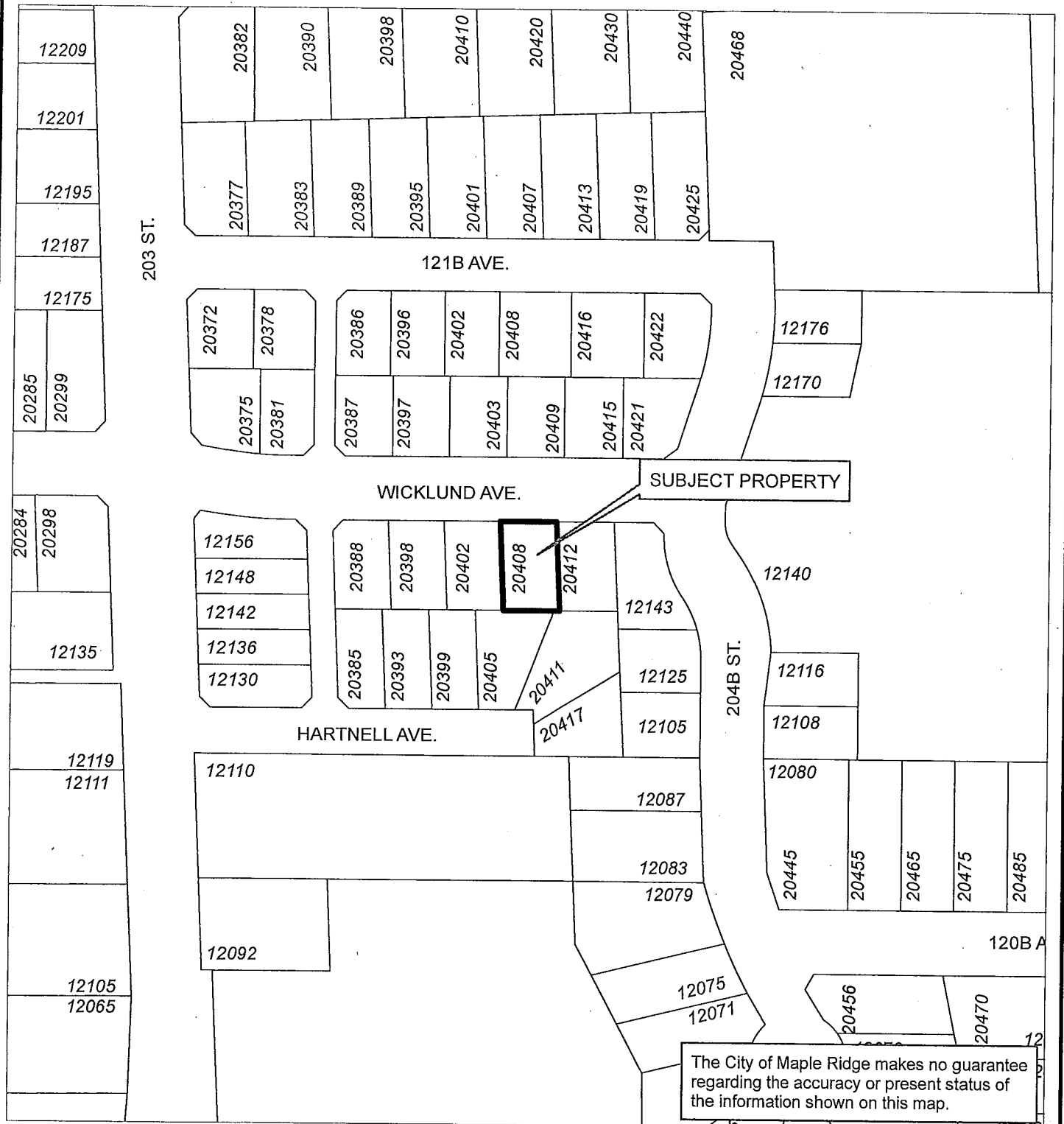
British Columbia

mapleridge.ca

FILE: Untitled

DATE: May 11, 2017

BY: NV



20408 Wicklund Ave

ENGINEERING DEPARTMENT



MAPLE RIDGE

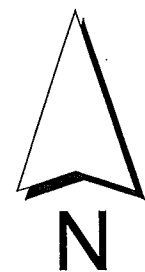
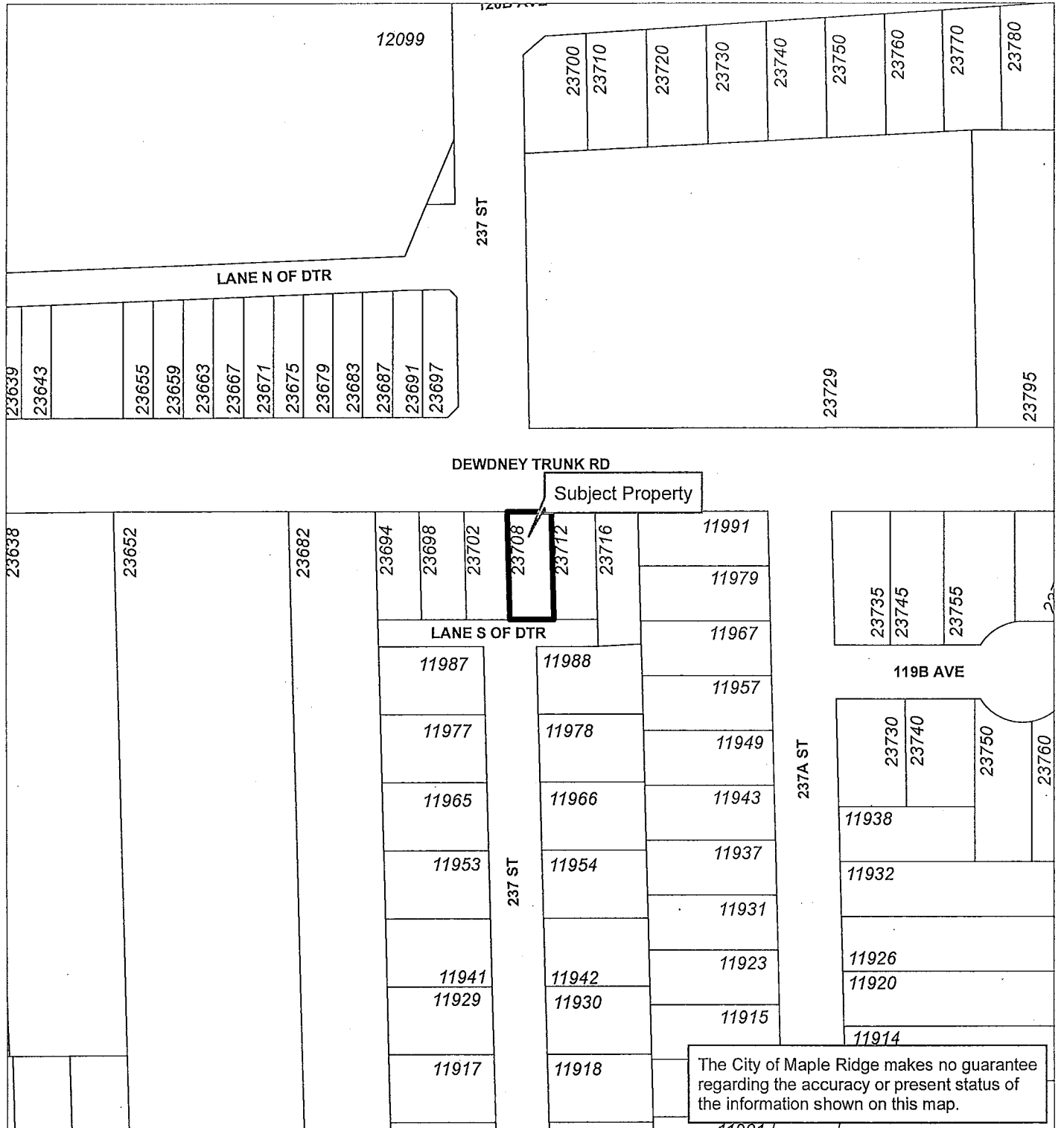
British Columbia

mapleridge.ca

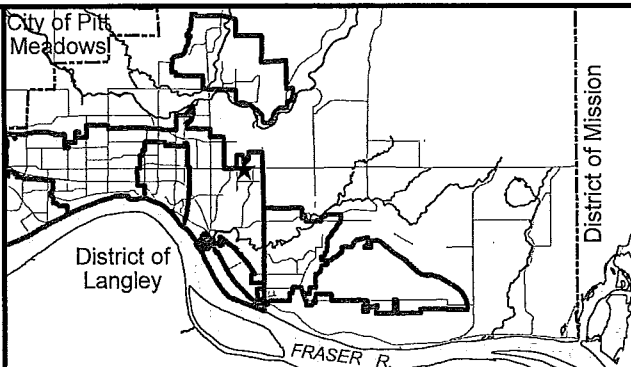
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DATE: May 11, 2017

BY: NV



Scale: 1:1,500



23708 Dewdney Trunk

ENGINEERING DEPARTMENT



MAPLE RIDGE

British Columbia

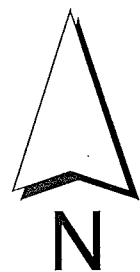
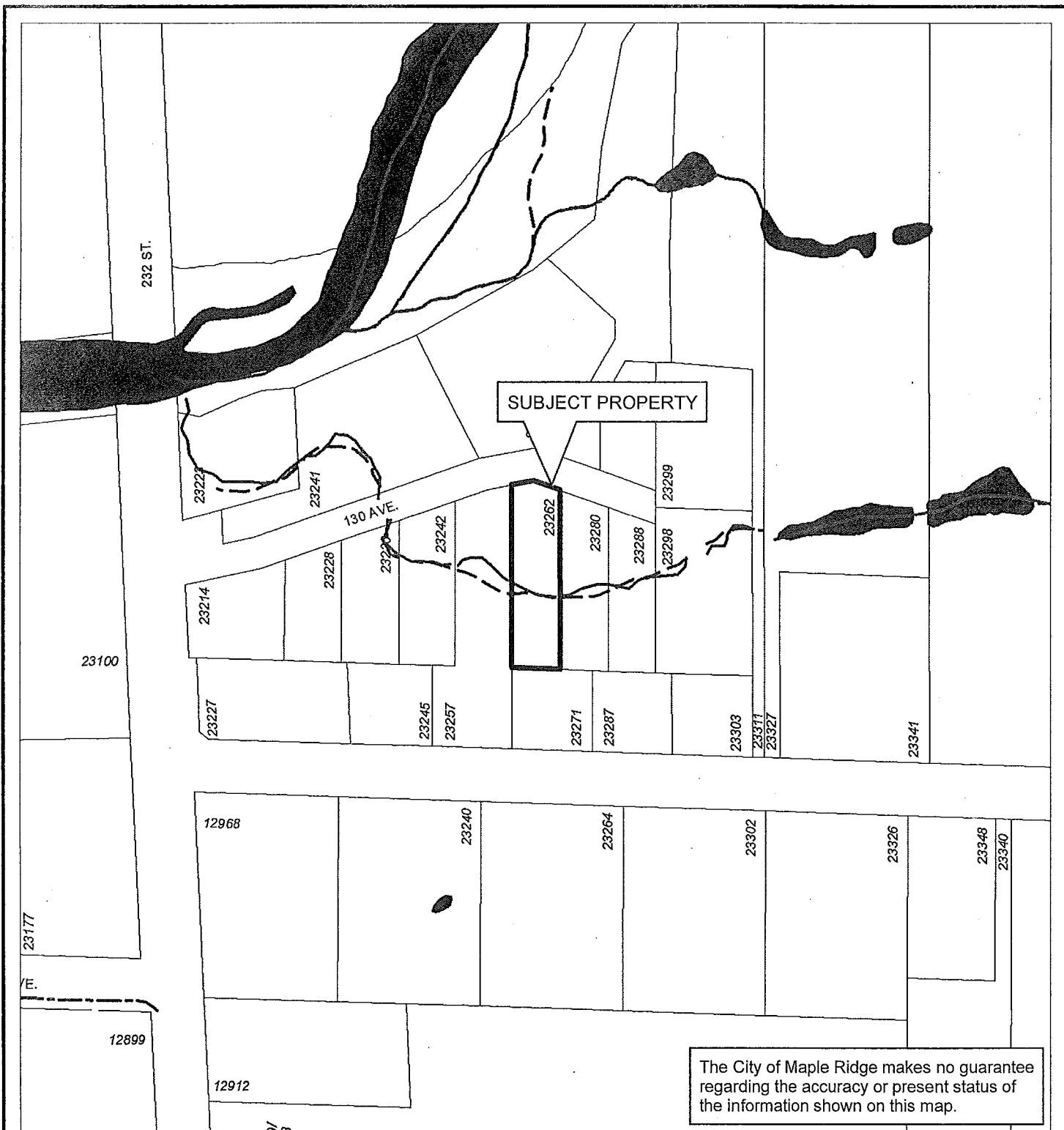
mapleridge.ca

FILE: Untitled

DATE: May 15, 2017

BY: MC





Scale: 1:2,000

### Legend

- Stream
- Ditch Centreline
- Edge of River
- Indefinite Creek
- Lake or Reservoir
- River
- Major Rivers & Lakes

23262 130 AVENUE

PLANNING DEPARTMENT



MAPLE RIDGE

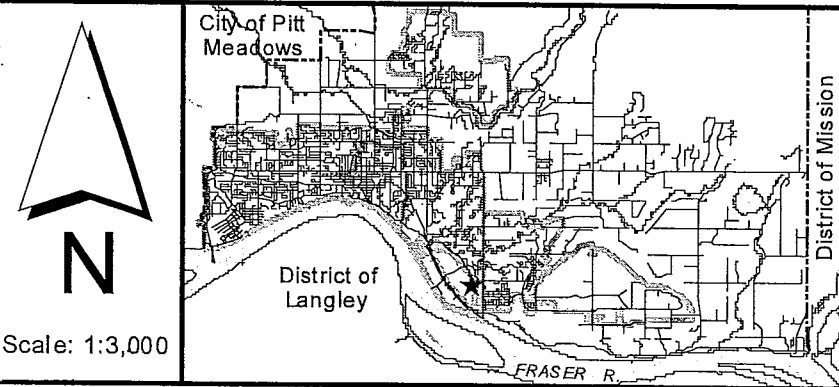
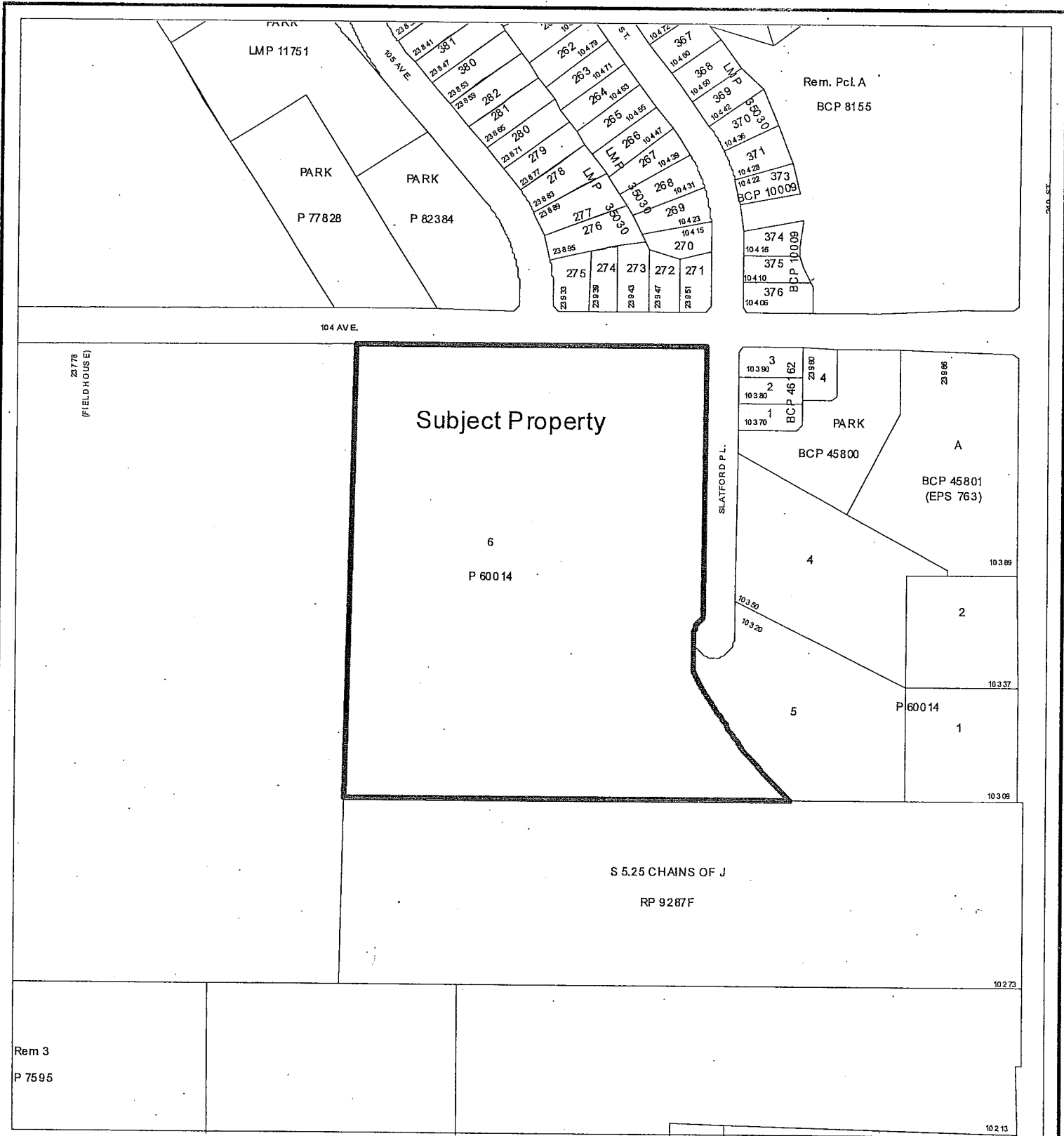
British Columbia

[mapleridge.ca](http://mapleridge.ca)


FILE: Untitled

DATE: May 16, 2017

BY: PC



SW corner of 104 Ave & Slatford PL



**CITY OF MAPLE RIDGE**  
PLANNING DEPARTMENT

DATE: Sep 25, 2014 2011-081-SD

BY: JV



CITY OF MAPLE RIDGE  
DEVELOPMENT AGREEMENTS COMMITTEE

May 25, 2017  
Mayor's Office

CIRCULATED TO:

Nicole Read, Mayor  
Chair

Ted Swabey, Chief Administrative Officer  
Member

Amanda Allen, Recording Secretary

---

1. 16-129372 BG

LEGAL: Lot "I", Section 28, Township 12, New Westminster District,  
Plan 15594

LOCATION: 23262 130<sup>th</sup> Avenue

OWNER: Michelle & Kevin Nesbitt

REQUIRED AGREEMENTS: Flood Plain Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING  
DOCUMENT AS IT RELATES TO 16-129372 BG.

CARRIED

2. 15-128006 BG

LEGAL: Lot 71, East Half Section 28, Township 12, New Westminster  
District, Plan LMP 35466

LOCATION: 13337 McCauley Crescent

OWNER: Jason & Hailee Christiansen

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING  
DOCUMENT AS IT RELATES TO 15-12806 BG.

CARRIED

3. 16-123512 BG

LEGAL: Lot 47, Section 15, Township 12, New Westminster District, Plan EPP54924

LOCATION: 24373 113 Avenue

OWNER: Quoc Dan Chung & Crystal Huang

REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 16-123512 BG.

CARRIED

4. 2017-026-SD

LEGAL: Common Property Strata Plan EPS4209;  
Lot 1, Section 11, Township 12, New Westminster District,  
Plan EPP40314 (Except Phase 1 Strata Plan EPS 4209);  
Lot 3, Section 11, Township 12, New Westminster District,  
Plan EPP40314

LOCATION: 10480 248 Street

OWNER: The Owners, Strata Plan EPS4209 & 0865274 BC Ltd

REQUIRED AGREEMENTS: Phased Strata Reciprocal Access Agreement;  
Statutory Right-of-Way (Watermain) (Lots 1 & 3)

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE TO 2017-026-SD.

CARRIED

5. 17-109968 BG

LEGAL: Lot 4, Section 28, Township 12, New Westminster District,  
Plan BCP19418

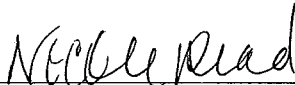
LOCATION: 23989 130A Avenue

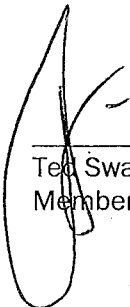
OWNER: Hannah & Jeremy Baerg

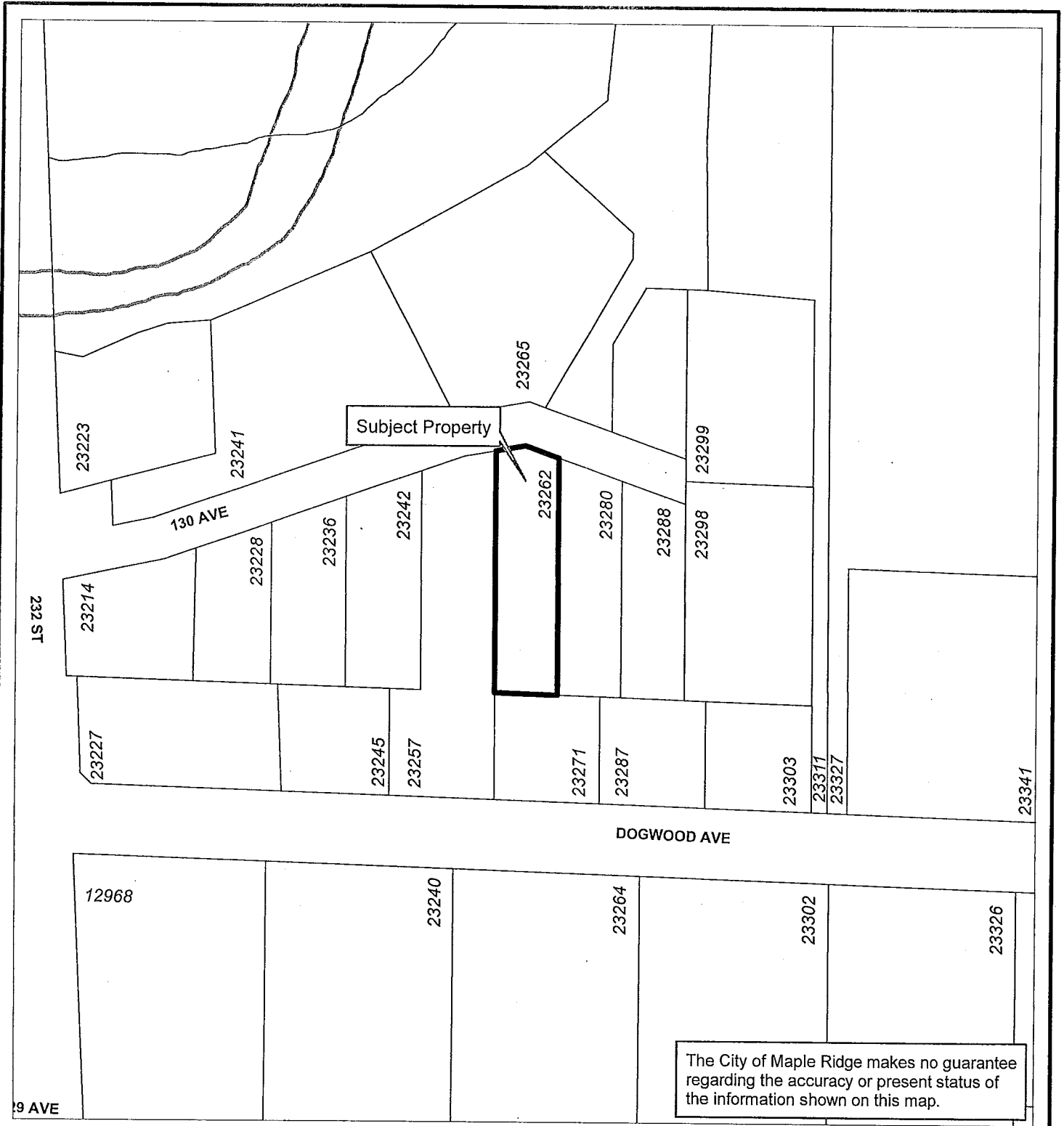
REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-109968 BG.

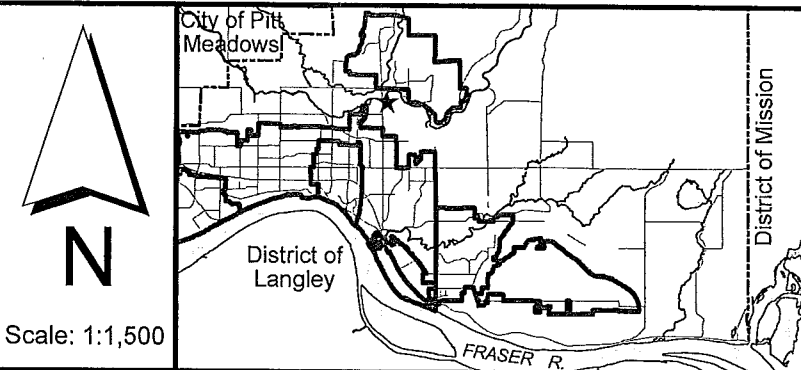
CARRIED

  
\_\_\_\_\_  
Nicole Read, Mayor  
Chair

  
\_\_\_\_\_  
Ted Swabey, Chief Administrative Officer  
Member



The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.



## 23262 130 Ave

ENGINEERING DEPARTMENT

**MAPLE RIDGE**

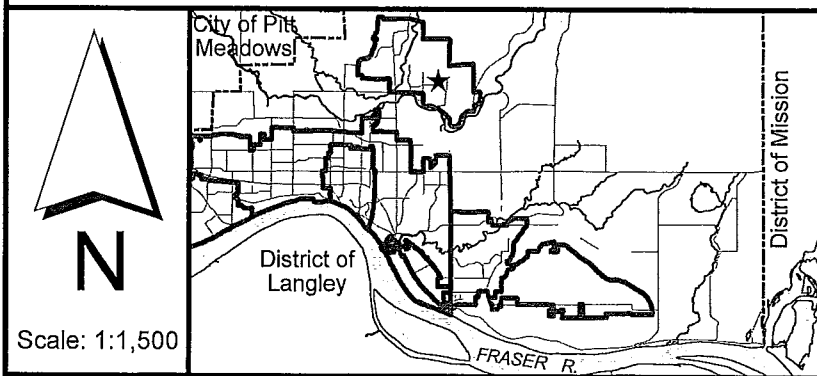
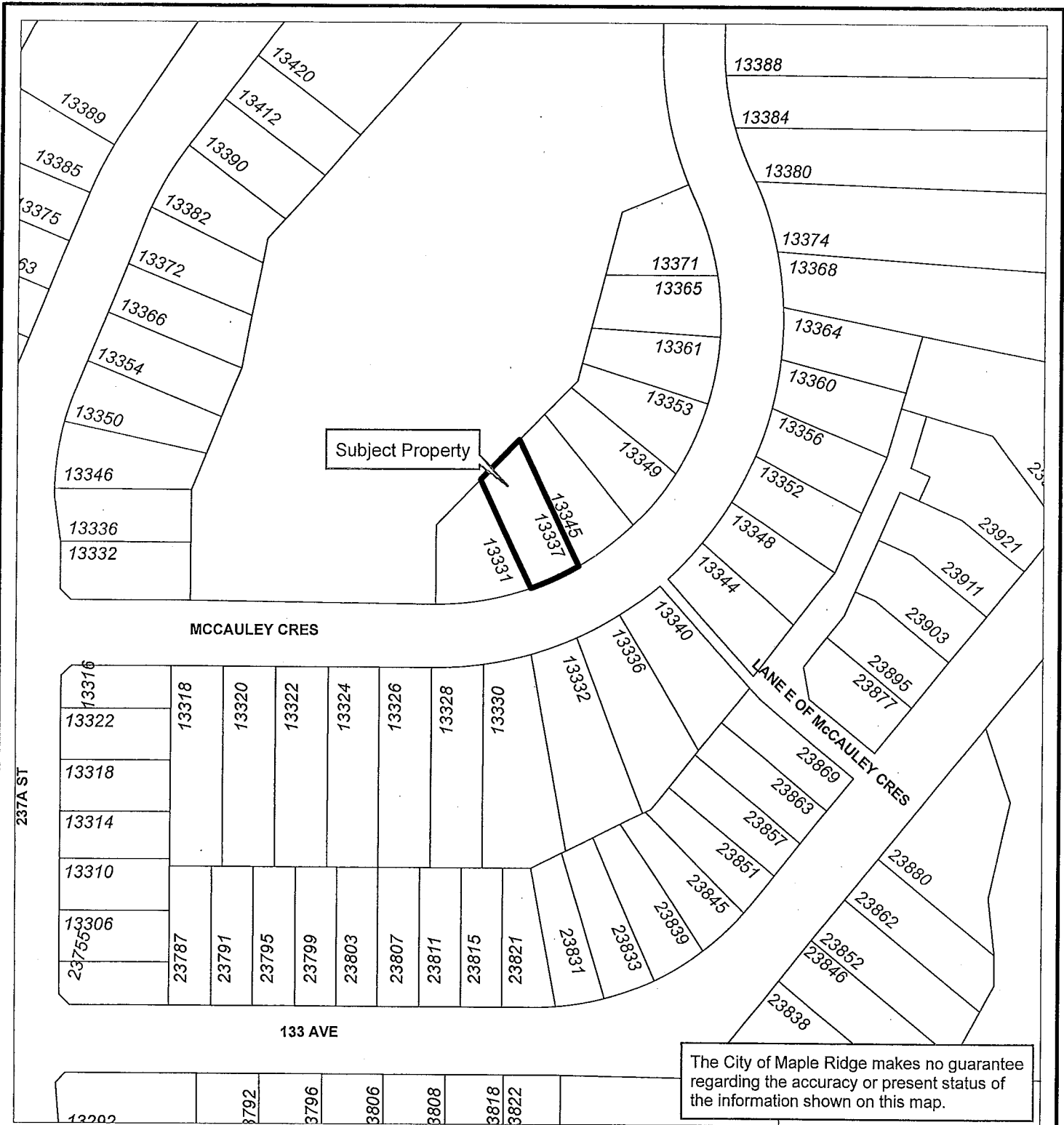
British Columbia

**mapleridge.ca**

FILE: Untitled

DATE: May 18, 2017

BY: MC



# 13337 McCauley Cres

ENGINEERING DEPARTMENT

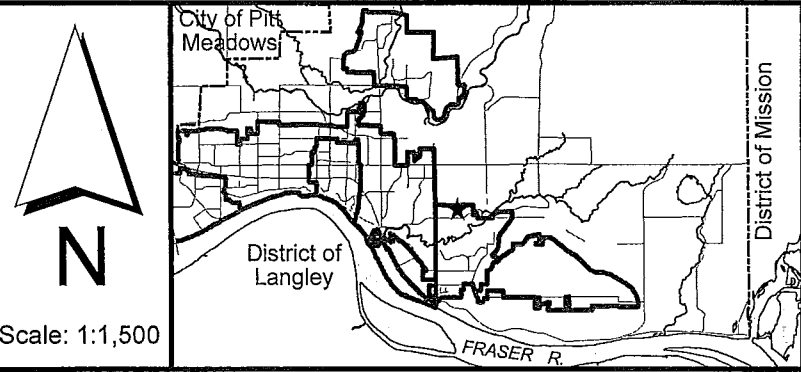
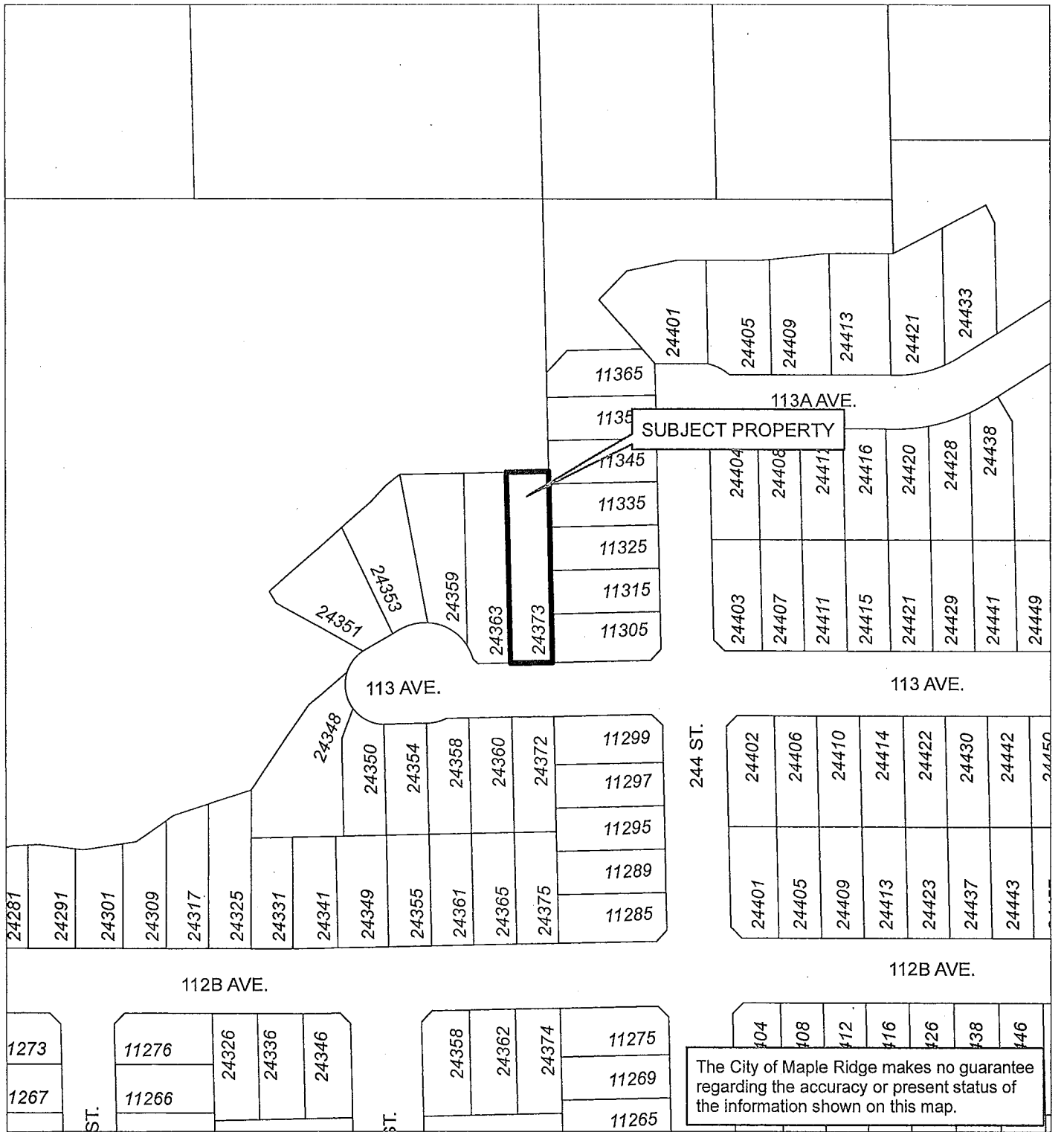
**MAPLE RIDGE**  
British Columbia

**mapleridge.ca**

FILE: Untitled

DATE: May 17, 2017

BY: MC



## 24373 113 Ave

ENGINEERING DEPARTMENT



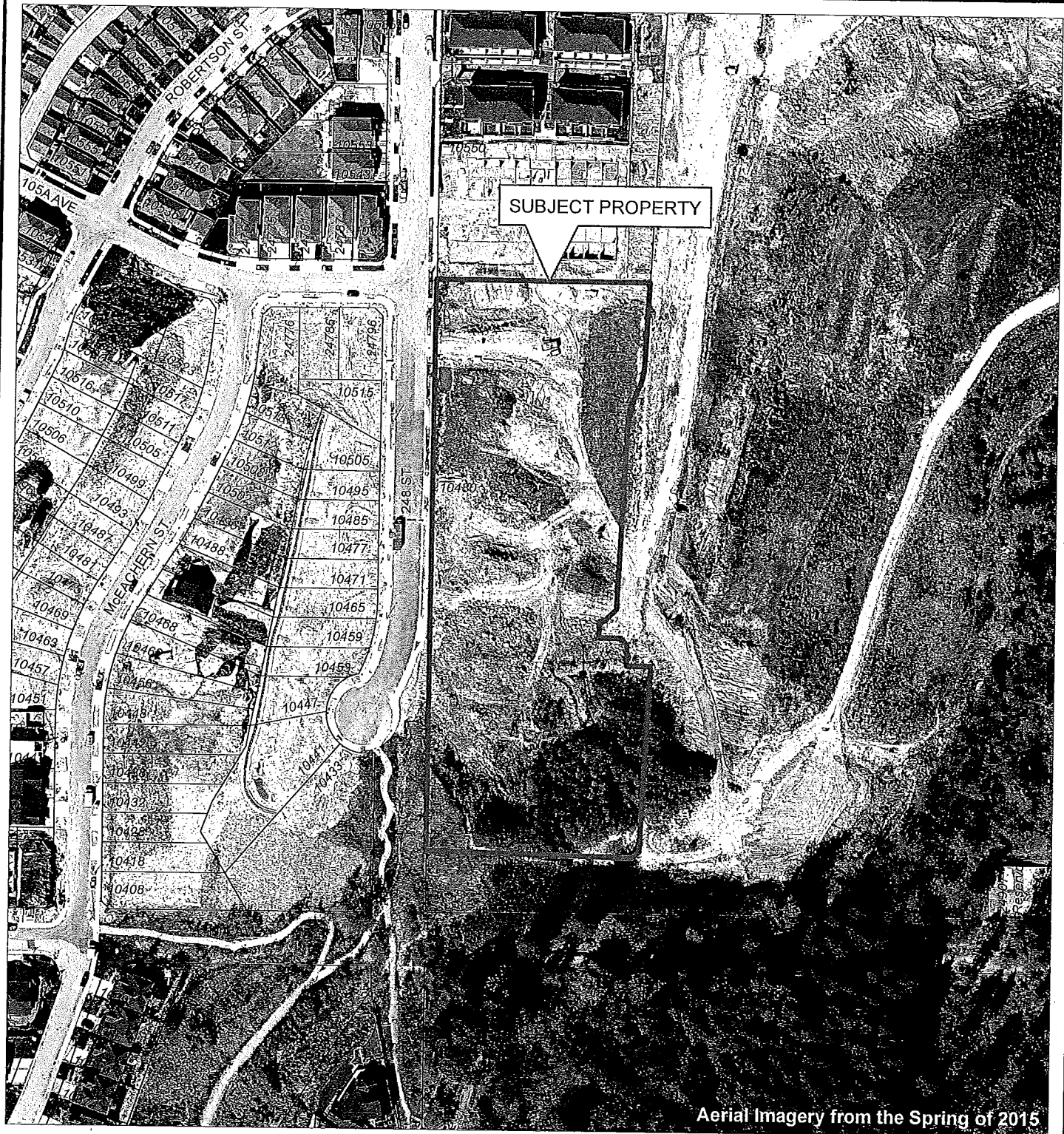
**MAPLE RIDGE**  
British Columbia

**mapleridge.ca**

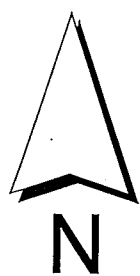
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DATE: May 19, 2017

BY: NV

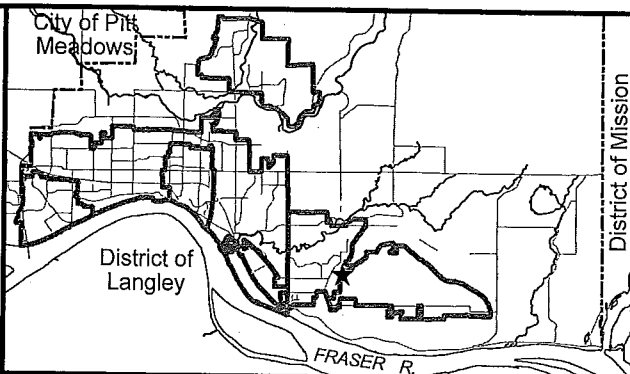
The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.



Aerial Imagery from the Spring of 2015



Scale: 1:2,000



10480 248 STREET

PLANNING DEPARTMENT



MAPLE RIDGE

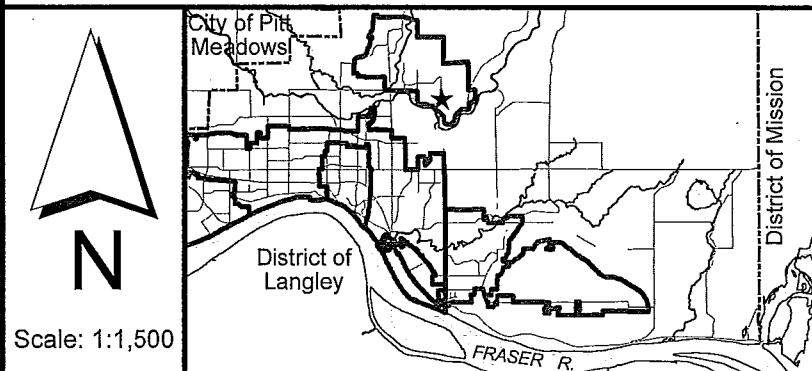
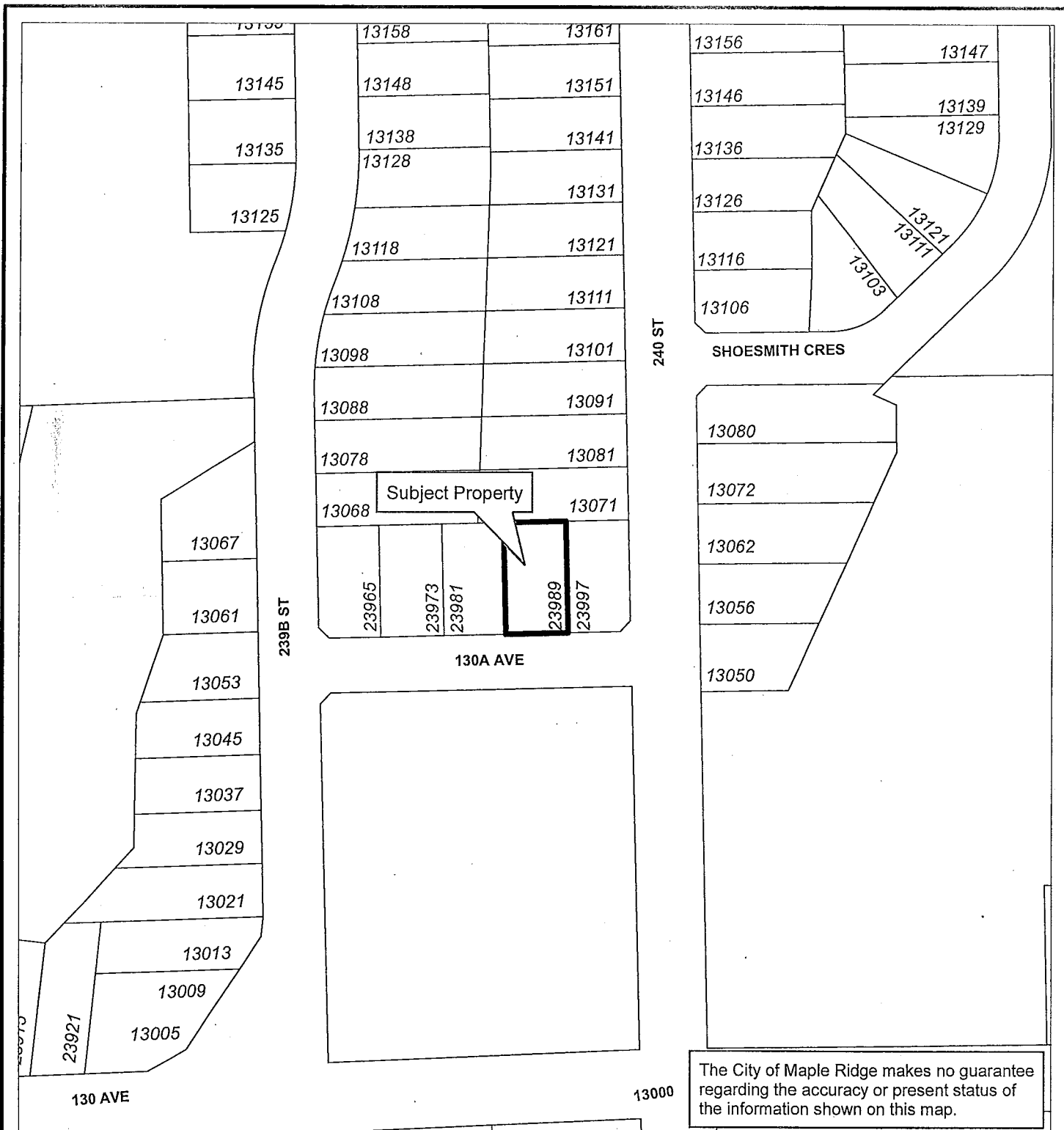
British Columbia

[mapleridge.ca](http://mapleridge.ca)

FILE: 2017-026-SD


DATE: Jan 31, 2017

BY: PC



## 23989 130A Ave

ENGINEERING DEPARTMENT



**MAPLE RIDGE**  
British Columbia

**mapleridge.ca**

FILE: Untitled  
DATE: May 23, 2017

BY: MC

## 701.2 Minutes of Meetings of Committees and Commissions of Council

**City of Maple Ridge**  
**AGRICULTURAL ADVISORY COMMITTEE**  
**REGULAR MEETING**

The Minutes of the Regular Meeting of the Agricultural Advisory Committee, held in the Blaney Room,  
at Maple Ridge Municipal Hall on Thursday, April 27, 2017 at 7:00 pm.

---

**COMMITTEE MEMBERS PRESENT**

Al Kozak	Agricultural Sector
Bill Hardy	Member at Large
Candace Gordon	Haney Farmers Market Society
Chris Zabek	Regional Agrologist, Ministry of Agriculture & Lands
Councillor Speirs	City of Maple Ridge
Ian Brooks	Member at Large
Margaret Daskis, Chair	Member at Large
Stephanie James, Vice-Chair	Equestrian Agricultural Sector

**GUESTS/DELEGATIONS**

Andrew Poszsar	Edge Planning Presentation
----------------	----------------------------

**STAFF MEMBERS PRESENT**

Siobhan Murphy	Staff Liaison / Planning Department
Sunny Schiller	Committee Clerk

**REGRETS/ABSENTS**

Lorraine Bates	Agricultural Fair Board
Tony Pellet	Agricultural Land Commission

---

**1. CALL TO ORDER**

There being a quorum present the Chair called the meeting to order at 7:06 pm.

**2. AGENDA ADOPTION**

R17-007

It was moved and seconded

**That the Agenda dated April 27, 2017 be amended to add Item 5.4 Meeting Protocol and Item 6.5 Food Garden Contest and be adopted as amended.**

CARRIED

**3. MINUTES APPROVAL**

R17-008

It was moved and seconded

**That the Minutes dated March 23, 2017 be approved.**

CARRIED

**4. DELEGATIONS**

**4.1 Andrew Pozsar – Edge Planning Presentation**

Mr. Pozsar explained his background in chicken farming and his plans to potentially build a chicken farm at 12225 250<sup>th</sup> Street in Maple Ridge. Mr. Pozsar provided documentation and information on edge planning. Mr. Pozsar shared some of the challenges he has experienced around this proposal. Mr. Pozsar asked that AAC consider the following recommendations and consider forwarding them to Council:

- 1) The AAC should recommend to Mayor and Council to adopt and implement the BC Edge Planning guide.
- 2) The AAC should recommend to Mayor and Council to make changes to the Official Community Plan, as outlined in the Edge Planning guidelines.
- 3) The AAC should recommend to Mayor and Council to show compassion, help and support to disabled farmers, and bylaws should reflect these changes.

Mr. Pozsar extended an invitation to the AAC to visit his property to gain a better understanding of his proposal. The issue of conflicts between residential development and agricultural land use was discussed by the group.

**5. NEW & UNFINISHED BUSINESS**

**5.1 Albion Fairgrounds Parking**

Councillor Speirs provided an update that parking at the Albion Fairgrounds is no longer a concern.

**5.2 Backyard Chickens**

The Staff Liaison reported that a presentation was recently made to Council on the topic of backyard chickens. That group will be invited as a delegation to a future AAC meeting.

**5.3 Metro Vancouver AAC Update**

The Chair provided an update from the recent Metro AAC meeting, which included a presentation on invasive species.

**5.4 Meeting Protocol**

The Chair reviewed the protocol around RSVPs for Advisory Committee meetings.

**6. SUB-COMMITTEE REPORTS**

**6.1 Golden Harvest**

The group brainstormed ideas around Golden Harvest 2017. Candace Gordon will raise the topic at the next meeting of the Farmer's Market board.

R17-009

It was moved and seconded

**That the Agricultural Advisory Committee commit to Golden Harvest for the fall, book a coordinator and a room.**

CARRIED

**6.2 Education Subcommittee**

Al Kozak provided an education subcommittee update.

**6.2.1 Bee and Pollinator Seminar**

A potential public education session around bees and pollinators was discussed. The Staff Liaison will follow up with Mr. Kozak regarding suggested presenters and available dates.

6.2.2 Grow and Gather Farm Expo

Bill Hardy provided an update on plans for the upcoming Grow and Gather Farm Expo. More details available at: <http://growandgatherfarmexpo.com>

**6.3 True North Fraser Subcommittee**

Stephanie James provided an update on Phase 2 of the True North Fraser project. Ms. James will meet with the Chair and the Staff Liaison to determine additional resources required to move the project forward.

**6.4 Food Distribution Subcommittee**

The Staff Liaison reported the Request for Proposals for consultants to work on the Food Distribution project closes April 28, 2017 and outlined next steps.

**6.5 Food Garden Contest**

Potential plans for the 2017 Food Garden Contest were discussed.

**7. CORRESPONDENCE - Nil**

**8. ROUNDTABLE**

Al Kozak commented that farming is about a month behind schedule this year as a result of the weather.

Candace Gordon reported the Intergenerational Garden is holding a Blooming Ceremony celebration tomorrow. Planters will be available for sale.

**9. QUESTION PERIOD**

**10. ADJOURNMENT – 9:19 pm**

  
\_\_\_\_\_  
Chair

/ss

City of Maple Ridge  
***PUBLIC ART STEERING COMMITTEE MEETING MINUTES***

The Minutes of the Regular Meeting of the Public Art Steering Committee, held in the Coho Room, at Maple Ridge City Hall, 11995 Haney Place, Maple Ridge, British Columbia, on Tuesday, February 28, 2017 at 3:00 p.m.

---

**COMMITTEE MEMBERS PRESENT**

Barbara Duncan	Arts Council Representative / Curator, ACT Art Gallery
Leanne Koehn	Community at Large Member
Wan-Yi Lin	Artist
Wayne Bissky, Chair	Architect

**STAFF MEMBERS PRESENT**

Sunny Schiller	Committee Clerk
Yvonne Chui	Manager, Arts and Community Connections

**GUESTS**

**REGRETS/ABSENTS**

Councillor Duncan	City of Maple Ridge
Donald Luxton	Cultural Resource Management Consultant

---

**1. WELCOME AND INTRODUCTIONS**

There being a quorum present the Chair called the meeting to order at 3:21 pm.

**2. AGENDA ADOPTION**

R17-006

It was moved and seconded

That the agenda dated February 28, 2017 be amended to add Item 6.5 Committee Recruitment and be adopted as amended.

CARRIED

**3. MINUTES APPROVAL**

R17-007

It was moved and seconded

That the minutes dated January 24, 2017 be approved.

CARRIED

**4. DELEGATIONS - Nil**

**5. QUESTION PERIOD**

## 6. NEW & UNFINISHED BUSINESS

### 6.1 Community Public Art Grant Program - BIA, Kanaka Elementary, Mizzonk Update

The Staff Liaison provided status updates on public art grants for the Maple Ridge Business Improvement Association and Kanaka Elementary. Wan-Yi Lin provided an update on the Mizzonk "Defining Moments" project (more information available at [www.mizzonk.com/pages/defining-moments](http://www.mizzonk.com/pages/defining-moments)).

### 6.2 Developer Public Art Guidelines Update – Draft Review

Printed copies of the draft Developer Public Art Guidelines and a communications piece were provided for review. The Committee discussed the guidelines. Members are to forward suggestions for changes directly to the Staff Liaison. Wayne Bissky and Barbara Duncan will work with the Staff Liaison on revisions to this document and provide a revised version at an upcoming meeting.

### 6.3 Canada 150 Fund Update

The Staff Liaison provided an update on Canada 150 plans.

### 6.4 Cultural Plan Update

The Staff Liaison provided an update on the Cultural Plan update project. The project public launch was very well attended. The Cultural Plan Task Group is designing the public engagement process.

### 6.5 Committee Recruitment

The Chair led a discussion regarding recruitment for the Public Art Steering Committee.

## 7. ROUNDTABLE

Wan-Yi Lin asked about the fountains with blue water that are located in the Memorial Peace Park.

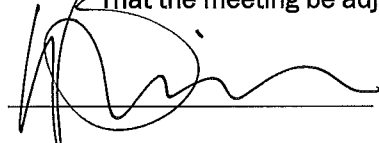
Leanne Koehn shared news regarding upcoming Earth Day events - <http://rmrecycling.org/community/celebrate-earth-day-maple-ridge>

Barbara Duncan shared that inaugural Maple Ridge Festival of BC Film begins March 17<sup>th</sup> at the ACT Arts Centre.

## 8. ADJOURNMENT

It was moved and seconded

That the meeting be adjourned at 4:35 pm.

  
Chair

/ss





## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read and Members of Council      **MEETING DATE:** June 13, 2017  
**FROM:** Chief Administrative Officer      **MEETING:** Council  
**SUBJECT:** Disbursements for the month ended May 31, 2017

---

### EXECUTIVE SUMMARY:

The disbursements summary for the past period is attached for information. All voucher payments are approved by the Mayor or Acting Mayor and a Finance Manager. Council authorizes the disbursements listing through Council resolution. Expenditure details are available by request through the Finance Department.

### RECOMMENDATION:

That the disbursements as listed below for the month ended May 31, 2017 be received for information only.

GENERAL	\$ 5,333,235
PAYROLL	\$ 1,734,040
PURCHASE CARD	\$ <u>91,658</u>
	\$ <u>7,158,933</u>

### DISCUSSION:

#### a) Background Context:

The adoption of the Five Year Consolidated Financial Plan has appropriated funds and provided authorization for expenditures to deliver municipal services.

The disbursements are for expenditures that are provided in the financial plan.

#### b) Community Communications:

The citizens of Maple Ridge are informed on a routine monthly basis of financial disbursements.

**c) Business Plan / Financial Implications:**

Highlights of larger items included in Financial Plan or Council Resolution

• Eurovia BC – 203 St road & drainage improvements	\$	308,450
• First Truck Centre Vanc – recycling truck	\$	270,863
• G.V. Water District – water consumption Feb 1-28/17	\$	467,534
• Industra Construction – McNutt Road reservoir expansion	\$	269,825
• PW Trenchless Construction – sanitary sewer replacement	\$	216,979
• Ridge Meadows Recycling Society – monthly contract for recycling	\$	203,709
• Warrington PCI Mgmt. – Advance for Tower costs plus expenses	\$	196,832

**d) Policy Implications:**

Corporate governance practice includes reporting the disbursements to Council monthly.

**CONCLUSIONS:**

The disbursements for the month ended May 31, 2017 have been reviewed and are in order.

Original signed by G'Ann Rygg

---

*Prepared by:* **G'Ann Rygg**  
**Accounting Clerk II**

Original signed by Trevor Thompson

---

*Approved by:* **Trevor Thompson, BBA, CPA, CGA**  
**Manager of Financial Planning**

Original signed by Paul Gill

---

*Approved by:* **Paul Gill, BBA, CPA, CGA**  
**GM – Corporate & Financial Services**

Original signed by E.C. Swabey

---

*Concurrence:* **E.C. Swabey**  
**Chief Administrative Officer**

**CITY OF MAPLE RIDGE**  
**MONTHLY DISBURSEMENTS - MAY 2017**

<b><u>VENDOR NAME</u></b>	<b><u>DESCRIPTION OF PAYMENT</u></b>		<b><u>AMOUNT</u></b>
574668 BC Ltd.	Employment Land Investment Incentive Program		21,956
Alouette River Management Soc	2017 service grant	20,000	
	Adopt-a-Block service agreement	6,250	26,250
Anmore Holdings Inc	Security refund		29,520
B & B Contracting Ltd	128 Avenue road & drainage improvements (216 St to 224 St)		127,699
BC Hydro	Electricity		133,009
BC SPCA	Contract payment - Apr & May		58,381
Brett Young	Grass seed		16,576
CUPE Local 622	Dues - pay periods 17/09 & 17/10		25,623
Chevron Canada Ltd	Gasoline & diesel fuel		59,452
Cobing Building Solutions	Electrical/Mechanical Maintenance:		
	Cemetery	343	
	City Hall	1,122	
	Firehalls	1,859	
	Golden Ears Winter Club	1,731	
	Greg Moore Youth Centre	232	
	Hammond Community Centre	1,359	
	Leisure Centre	6,854	
	Operations	6,973	
	Randy Herman Building	5,950	
	RCMP	1,806	
	Telosky Park	355	
	Thornhill Hall	91	
	Whonnock Community Centre	670	29,345
CSDC Systems Inc	Amanda annual software maintenance		68,758
Epic Homes (2012) J.V.	Security refund		65,987
Eurovia British Columbia	203 St road & drainage improvements (Lougheed Hwy to Golden Ears Way)		308,450
Falcon Homes At Wynnridge	Security refund		22,500
First Truck Centre Vanc Inc	Recycling truck		270,863
Fitness Edge	Contracted service provider - fitness classes & programs		21,054
FortisBC - Natural Gas	Natural gas		15,085
Fraser City Installations Ltd	Rapid flashing beacons on Dewdney Trunk Road crosswalks		94,419
Fred Surridge Ltd	Waterworks supplies	10,729	
	Water meter reading equipment	21,342	32,071
Golden Ears Alarm Systems	Access control system - City Hall	1,255	
	Access control system - Randy Herman Building	14,081	
	Monitoring fees & security maintenance	280	15,616
Gotraffic Management Inc	Traffic control		36,254
Greater Vanc Water District	Water consumption Feb 1-28/17		467,534
Green Landscape Experts Ltd	Street tree replacement program		33,350
Hallmark Facility Services Inc	Janitorial services & supplies:		
	Caretaker house	1,129	
	City Hall	3,968	
	Firehalls	5,037	
	Library	6,260	
	Operations	4,545	
	Randy Herman Building	5,517	
	RCMP	4,151	30,607
IDRS	Tax notice mailing		23,940
Industra Construction Corp	McNutt Road reservoir expansion		269,825
Kanaka Education & Environmental	2016 service grant		20,000
Kerr Wood Leidal Associates	Integrated stormwater management planning & stream monitoring		23,710
Lafarge Canada Inc	Roadworks material		22,051

<b><u>VENDOR NAME</u></b>	<b><u>DESCRIPTION OF PAYMENT</u></b>	<b><u>AMOUNT</u></b>
Manulife Financial	Employer/employee remittance	145,769
Maple Ridge & PM Arts Council	Arts Centre contract payment	54,167
	Program revenue Apr	6,852
Maple Ridge Carpet One	Flooring & installation:	
	City Hall	4,186
	Randy Herman Building	224
	RCMP	7,177
	Whonnock Lake caretaker suite	4,220
Maple Ridge Museum & Archives	Quarterly fee for service payment	15,807
Medical Services Plan	Employee medical & health premiums	36,257
Municipal Pension Plan BC	Employer/employee remittance	39,825
Paul Bunyan Tree Services	Tree maintenance & damaged tree removal	454,401
Pika Pump & Compressor Service	Water pump upgrades	17,319
PW Trenchless Construction Inc	Sanitary sewer replacement on River Road (Kanaka Creek - McKay Ave)	27,182
Receiver General For Canada	Employer/Employee remittance PP17/09 & PP17/10	216,979
	Radio license renewal	821,838
Ridge Meadows Recycling Society	Monthly contract for recycling	2,252
	Weekly recycling	203,709
	Litter pickup contract	355
	Recycling station pickup	924
	Roadside waste disposal	308
	Toilet rebate program	37
Stantec Consulting Ltd	263 St water pump station upgrade	232
Warrington PCI Management	Advance for Tower common costs plus expenses	205,565
		18,739
		196,832
Disbursements In Excess \$15,000		4,629,669
Disbursements Under \$15,000		703,566
Total Payee Disbursements		5,333,235
Payroll	PP17/10 & PP17/11	1,734,040
Purchase Cards - Payment		91,658
Total Disbursements May 2017		7,158,933

1000 Bylaws

**CITY OF MAPLE RIDGE**

**Maple Ridge Ticket Information Utilization Amending Bylaw No.7327-2017**

A bylaw to amend Maple Ridge Ticket Information Utilization Bylaw No. 6929-2012

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**WHEREAS** the Council of the City of Maple Ridge deems it expedient to amend the Maple Ridge Ticket Information Utilization Bylaw No. 6929-2012

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

1. This bylaw may be cited as Maple Ridge Ticket Information Utilization Amending Bylaw No. 7327-2017
2. Maple Ridge Ticket Information Utilization Bylaw No. 6929-2012 is amended by changing the fine amount in Schedule 25 Section 4.5 to \$1000.00

READ A FIRST TIME this 23<sup>rd</sup> day of May, 2017.

READ A SECOND TIME this 23<sup>rd</sup> day of May, 2017.

READ A THIRD TIME this 23<sup>rd</sup> day of May, 2017.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

---

**PRESIDING MEMBER**

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**CORPORATE OFFICER**

**CITY OF MAPLE RIDGE**

**BYLAW NO. 7330-2017**

A bylaw for establishing Council Remuneration

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The Municipal Council of the City of Maple Ridge enacts as follows:

1. This Bylaw may be cited for all purposes as “Maple Ridge Council Remuneration Bylaw No. 7330-2017”.
2. The Mayor’s annual remuneration is established at a base salary of \$92,310 plus a car allowance of \$7,125. The base salary must be adjusted annually thereafter in accordance with section 5 of this Bylaw.
3. Councillors’ annual remuneration is established at a base salary of \$37,285 plus a car allowance of \$2,423. The base salary must be adjusted annually thereafter in accordance with section 5 of this Bylaw
4. The Acting Mayor’s remuneration is established annually at the Councillor rate plus 20% of the Mayor’s base salary rate and must be adjusted annually in accordance with section 5 of this Bylaw. Acting Mayor’s remuneration will be available to the Councillor who is assigned to that role for the duration of the assignment.
5. Commencing June 1, 2017, base salary will be adjusted annually, on June 1<sup>st</sup> of each year, by a percentage equivalent to the percentage increase in the Vancouver Consumer Price Index increase for the previous calendar year. In years where there is no change, or a decrease, in the Consumer Price Index, base salary will remain the same as the previous year.
6. Members of Council, and their dependents, will be eligible for medical, dental, extended health, group life and AD&D benefits with the premiums paid by the City
7. Bylaw No. 6018-2002 is hereby repealed in its entirety
8. If any section, subsection, clause or other part of this Bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.

**READ** a first time on the 23<sup>rd</sup> day of May, 2017.

**READ** a second time on the 23<sup>rd</sup> day of May, 2017.

**READ** a third time on the 23<sup>rd</sup> day of May, 2017.

**ADOPTED** on the     day of             2017.

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**PRESIDING MEMBER**

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**CORPORATE OFFICER**

## 1100 *Reports and Recommendations*

## City of Maple Ridge

<b>TO:</b>	Her Worship Mayor Nicole Read and Members of Council	<b>MEETING DATE:</b>	June 13, 2017
<b>FROM:</b>	Chief Administrative Officer	<b>FILE NO:</b>	2016-100-AL
		<b>MEETING:</b>	Council
<b>SUBJECT:</b>	Non-Farm Use Application in the Agricultural Land Reserve (Cell Tower) 25762 Dewdney Trunk Road		

---

### EXECUTIVE SUMMARY:

An application has been received for non-farm use within the Agricultural Land Reserve for a cell phone tower located at 25762 Dewdney Trunk Road. This application is made in accordance with Section 20(3) of the *Agricultural Land Commission Act*. The applicant has provided community notification in accordance with federal guidelines and *Telecommunications Antenna Structure Siting Protocols* developed by the City of Maple Ridge.

### RECOMMENDATION:

That Application 2016-100-AL be authorized to proceed to the Agricultural Land Commission and further;

If the application is approved by the Agricultural Land Commission, that staff be directed to acknowledge satisfactory completion of the Public Notification process by Cypress Land Services on behalf of TELUS, noting that there were numerous objections to the proposed cellular communications tower for this location.

### DISCUSSION:

#### a) Background Context:

Applicant:	Cypress Land Services Inc.
Owner:	Stephen & Susan Proudman
Legal Description:	Lot: 11, Section: 13, Township: 12, Plan: NWP39026
OCP :	
Existing:	AGR (Agricultural)
Proposed:	No Change
Zoning:	
Existing:	RS-3 (One Family Rural Residential)
Proposed:	No Change
Surrounding Uses	
North:	Use: Rural Residential
	Zone: RS-3 One Family Rural Residential
	Designation: Agricultural
South:	Use: Farm and Rural Residential
	Zone: RS-3 One Family Rural Residential
	Designation: Agricultural

East:	Use:	Rural Residential
	Zone:	RS-3 One Family Rural Residential
	Designation	Agricultural
West:	Use:	Farm and Rural Residential
	Zone:	RS-3 One Family Rural Residential
	Designation	Agricultural
Existing Use of Property:		Rural Residential
Proposed Use of Property:		No change
Site Area:		1.2 Ha (3 acres)
Access:		Dewdney Trunk Road
Servicing:		Storm and municipal water, on site septic.

#### **a) Project Description:**

The applicant proposes to install a wireless communications facility on the subject property that is within the Agricultural Land Reserve (ALR) and is zoned RS-3 (One Family Rural Residential). The subject property is bordered by the Agricultural Land Reserve on all sides. A tributary of Mogley Creek traverses through the middle of the property.

The wireless communications facility is proposed to consist of a 16 m square compound area on a concrete pad. Access to the compound will be through an existing gravel driveway and over an existing concrete culvert. The compound will be enclosed with a chainlink fence. This application is considered a High Impact submission, based on the Maple Ridge *Telecommunications Antenna Structure Siting Protocols*, as it is proposed in or near what may be considered an environmentally sensitive area (within 50 m of the top of bank for Mogley Creek).

In accordance with federal guidelines for regulating this use, and the Maple Ridge Telecommunications Antenna Structures Siting Protocols, the applicant has followed appropriate procedures for notifying the community and has provided correspondence for this purpose.

#### **b) Planning Analysis:**

##### **Official Community Plan**

The lands are designated *Agricultural* in the Official Community Plan (OCP) and Policy 6-9 states that Maple Ridge supports the policies and regulations of the Agricultural Land Commission (ALC) and will strive to protect the productivity of its agricultural land. The proposed tower location utilizes an existing driveway, imposing a relatively small footprint on the landscape, so the agricultural potential of the site is not expected to be significantly impacted.

Cell phone towers are considered to be a Public Service use in the Maple Ridge Zoning Bylaw. For this reason, Policy 4-32 in the Official Community Plan is of particular relevance.

Policy 4-32 of the OCP states that:

*Public Service Uses, which provide essential services such as water, sewer, electrical, telephone, or other similar services will be permitted throughout the community subject to pertinent government regulations.*

On this basis, this proposal is supportable in the Official Community Plan.

## **Zoning Bylaw**

Public Service use is defined in the Zoning Bylaw as “a use providing for the essential servicing of the Municipality with water, sewer, electrical, telephone and similar services...”

Section 401 (2)(a) of the Zoning Bylaw (Permitted Uses of Land, Buildings and Structures) states:

*(a) A Public Service use shall be permitted in all zones.*

Section 403 (4)(d) of the Zoning Bylaw (Regulations for the Size, Shape and Siting of Buildings and Structures) states:

*(d) Freestanding lighting poles, warning devices, antennas, masts, utility poles, wires, flag poles, signs and sign structures, except as otherwise limited in other Bylaws, may be sited on any portion of a lot.*

Section 403 (6) of the Zoning Bylaw (Height Exceptions) states:

*The heights of buildings and structures permitted elsewhere in this Bylaw may be exceeded for ... towers...radio and television antennas; ....*

Both the Official Community Plan and the Zoning Bylaw recognize Public Service uses as a response to a community need. Cellular antennas fit the definition of Public Service use. For this reason, they are permitted throughout the community in all zones, and are exempted from Zoning Bylaw restrictions for height and setbacks. However, it should be noted that structures associated with the antennas, such as an equipment compound for wireless facilities, are considered accessory buildings, and therefore are subject to restrictions regarding height, siting, and setbacks. For the RS-3 (One Family Rural Residential) zone, the zone of the area of the property where the compound and tower are proposed to be located, the setbacks that would apply would be 7.5 m from the front and rear lot lines, and 1.5 m from the interior lot line.

Using the City's Telecommunications Antenna Structure Siting Protocol (V2) requirements as its guide, TELUS, (through Cypress Land) completed the requisite public notification process and has asked the City to provide it with an acknowledgement of completion of the prescribed notification process that it can take to Industry Canada for consideration for final approval.

As part of the consultation process, two open houses were held to present this proposal to the community. The first of these, held on March 3, 2016 had low turnout and was subsequently rescheduled to May 26, 2016 to ensure a fulsome participation by the general public.

This consultation initiative satisfies the requirements of Industry Canada. The installation of cellular antennae is under Federal jurisdiction and municipal approval is not required.

### **c) Development Considerations:**

Civil engineering plans, including drainage and erosion and sediment control plans will need to be provided at the Building Permit stage to demonstrate how the proposed structures will be built so as not to negatively impact the surrounding area. As the proposed compound is within 50 metres of a watercourse, an environmental assessment by a qualified professional consultant will be required. In addition, the Maple Ridge Tree Protection and Management Bylaw was adopted by Council in February 2016. Under the requirements of this new bylaw, an arborist report will be required at the

Building Permit stage to ensure that the development impacts are minimized. Additional requirements may be assessed upon site investigation by the qualified professional.

**d) Intergovernmental Issues:**

**Federal Guidelines**

Wireless communications facilities are under the jurisdiction of federal legislation, through Industry Canada. Industry Canada has provided guidelines for notifying the community where these uses are being proposed. Local government input regarding the placement of a telecommunication antenna structure is also sought. Local governments are to review these applications and a letter of concurrence or non-concurrence is then sent to Industry Canada. Due to their limited jurisdiction for this use, local governments may not withhold a Building Permit if the applicant has met standards for notification and has made a demonstrated attempt to satisfy community concerns that are considered relevant by the federal government. The City does not assess any submission for a telecommunication antenna structure with respect to health and radiofrequency exposure issues, or any other non-placement or non-design related issues.

**Agricultural Land Commission**

The Agricultural Land Commission asserts that a non-farm use application is required prior to the application receiving Commission approval. As local and provincial governments have limited jurisdiction over this use, a denial by Council or by the Commission could likely be over-ruled by the federal government during a dispute resolution process.

The *Agricultural Land Reserve Use, Subdivision and Procedure Regulation*, which is administered by the ALC, notes that this use could be permitted outright if its development footprint was kept compact, as stated in Part 2(3) Permitted Uses For Land In An Agricultural Land Reserve:

*The following land uses are permitted in an agricultural land reserve... :*

- (1) (m) telecommunications equipment, buildings and installations as long as the area occupied by the equipment, buildings and installations does not exceed 100 m<sup>2</sup> for each parcel;*

This regulation indicates that a telecommunications facility could be permitted outright if its total footprint remained within 100 m<sup>2</sup> in area. However, the cumulative total footprint (including access, equipment compound, guy wires) for this use usually exceeds this prescribed minimum, and therefore, the need for the non-farm use is triggered. For this proposal, the equipment compound occupies an estimated 256 m<sup>2</sup>, and therefore the need for the non-farm use application is triggered.

**e) Citizen/Customer Implications:**

Neighbourhood notification has been conducted in accordance with Industry Canada Guidelines and with the protocols developed by the City of Maple Ridge. Two open houses were held to present this proposal to the community. The first of these, held on March 3, 2016 had low turnout and was rescheduled to May 26, 2016. This consultation initiative satisfies the requirements of Industry Canada. The installation of cellular antenna is under Federal jurisdiction and municipal approval is not required.

**f) Interdepartmental Implications:**

This application will involve the Building and the Planning Departments in their review of environmental assessments, geotechnical recommendations, a tree cutting permit, and a Watercourse Protection Development Permit.

**g) Alternatives:**

Council has the option of not authorizing this application to proceed to the ALC, in which case the applicant would have the option of ensuring the development proposal size remained within the 100 m<sup>2</sup> maximum footprint as prescribed in the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation* or appealing to the federal government to intervene in a dispute resolution process.

**CONCLUSION:**

This application for a non-farm use complies with the direction as given by the ALC for the installation of wireless telephone facilities. Community notification has been provided, and a summary of the comments were provided to the City of Maple Ridge. Council is recommended to authorize forwarding this application to the ALC for their consideration.

“Original signed by Diana Hall”

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**Prepared by: Diana Hall, M.A., MCIP, RPP**  
**Planner 2**

“Original signed by Christine Carter”

---

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

“Original signed by David Pollock” for

---

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

“Original signed by E.C. Swabey”

---

**Concurrence: E.C. Swabey**  
**Chief Administrative Officer**

The following appendices are attached hereto:

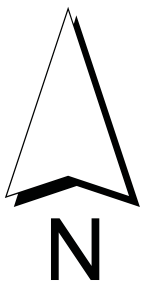
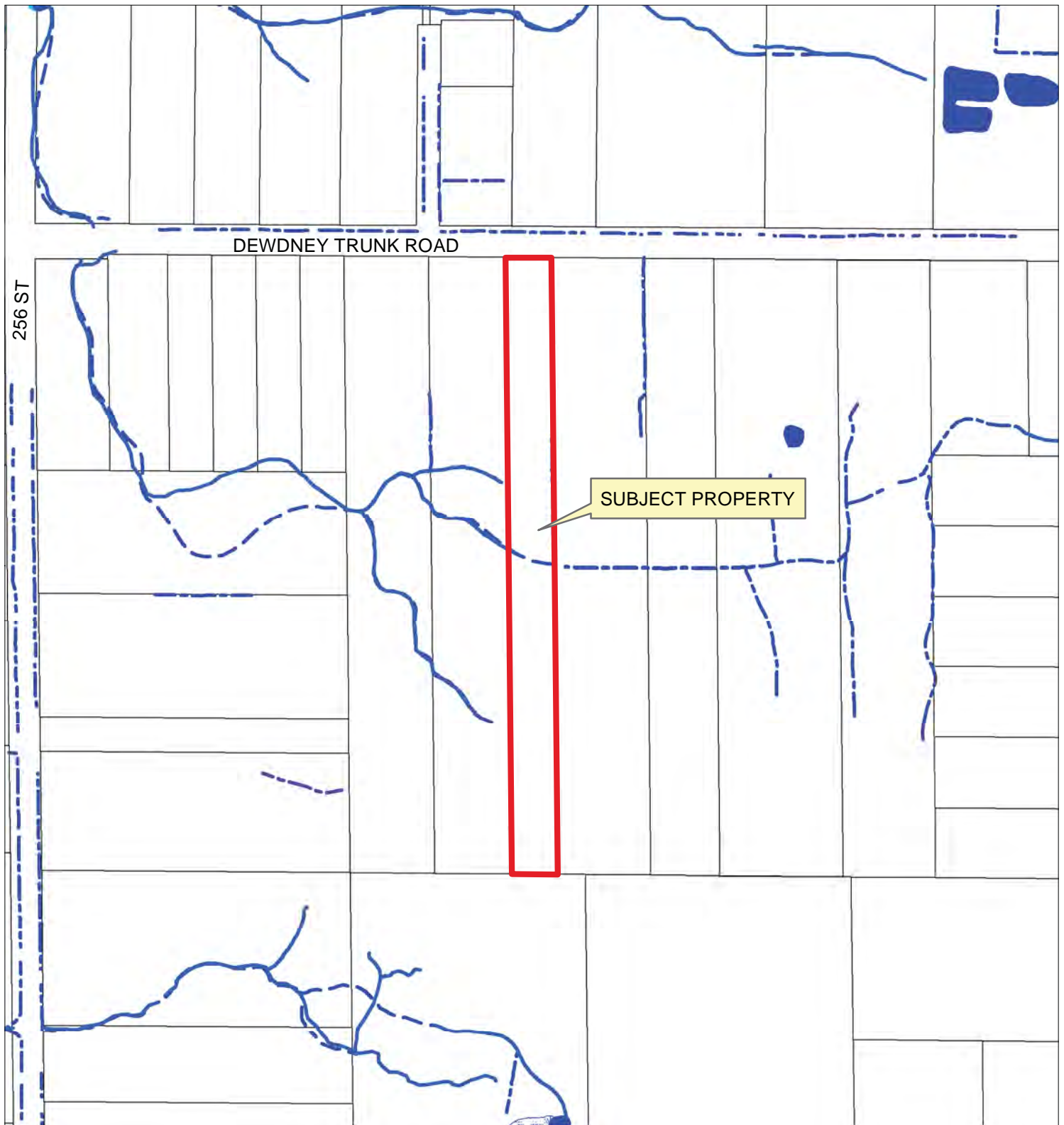
Appendix A – Subject Map

Appendix B – Ortho Photo

Appendix C – Site Plan

Appendix D - Compound Layout

Appendix E – Excerpt from Proponent – Community Consultation Meeting Summary



Scale: 1:3,500

## Legend

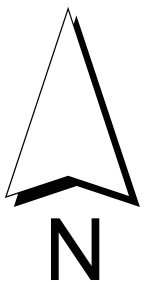
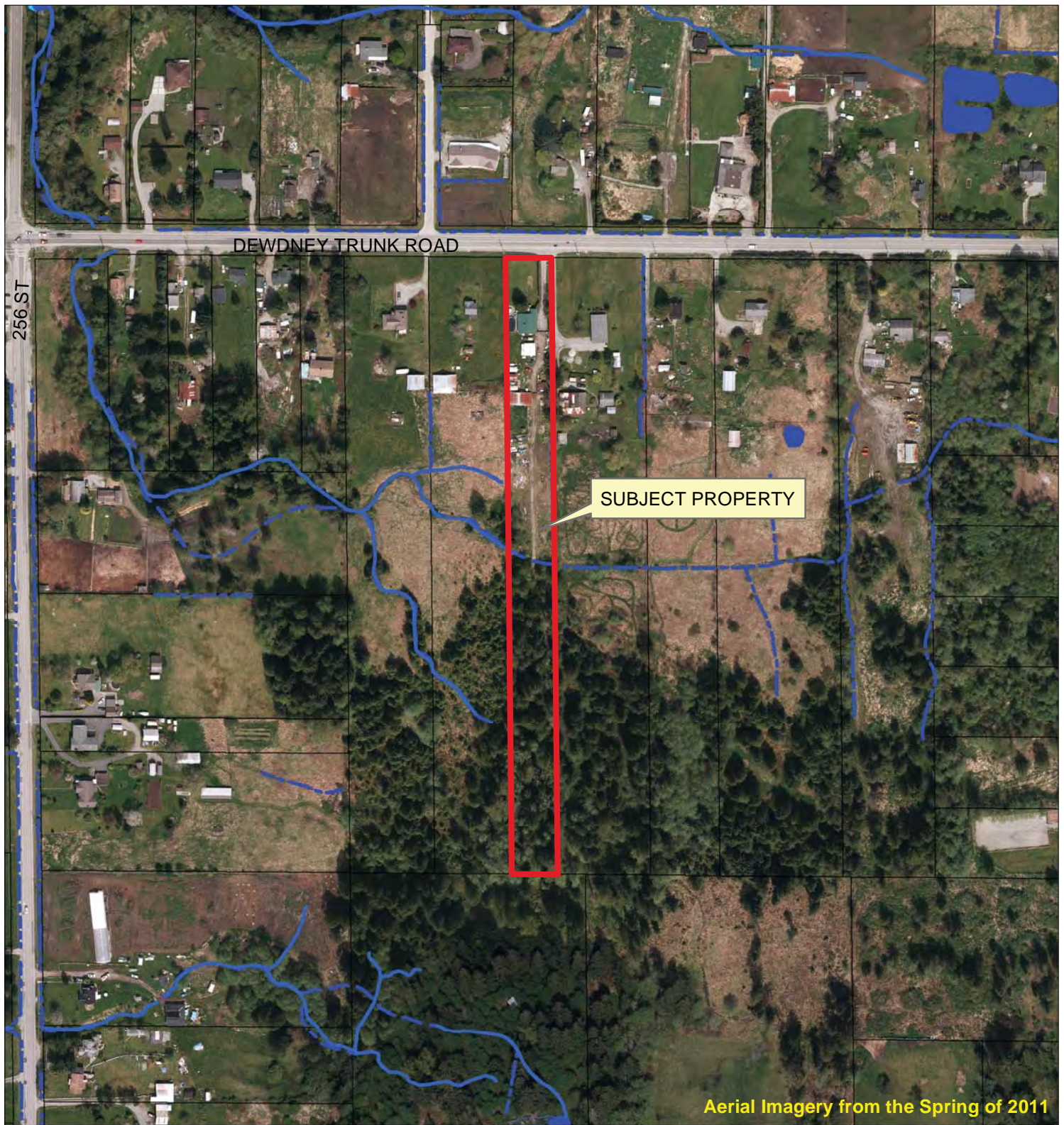
- Stream
- Indefinite Creek
- River Centreline
- Major Rivers & Lakes

25762 Dewdney Trunk Road



2016-100-AL  
 DATE: Apr 7, 2016

BY: PC



Scale: 1:3,500

## Legend

- Stream
- - - Indefinite Creek
- River Centreline
- Major Rivers & Lakes

25762 Dewdney Trunk Road



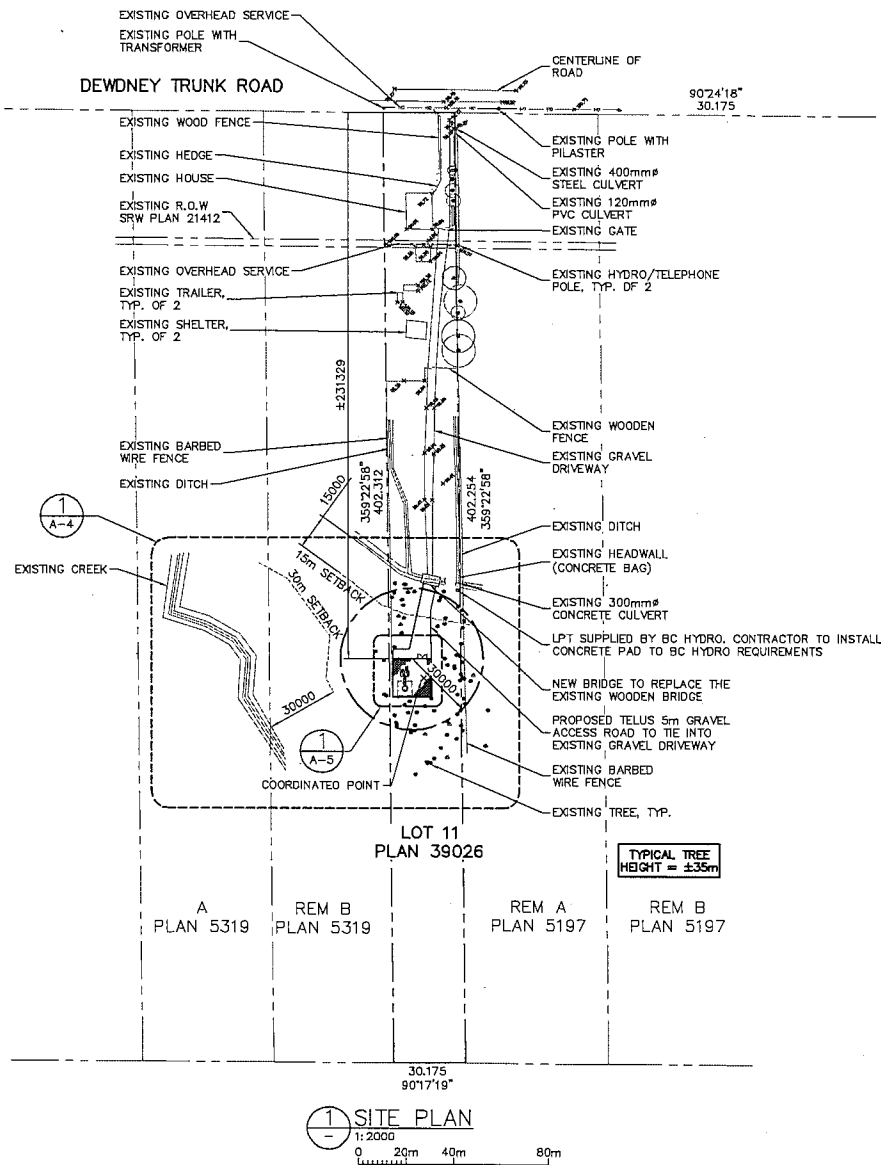
2016-100-AL  
DATE: Apr 7, 2016

BY: PC

# APPENDIX C



TRUE NORTH ARROW  
SHOWN ON THIS DRAWING  
IS APPROXIMATE ONLY  
AND MUST BE VERIFIED



## NOTES:

- SITE PLAN INFORMATION WAS OBTAINED FROM A SURVEY PREPARED BY McELHANNAY ASSOCIATES LAND SURVEYING LTD. DATED OCTOBER 14, 2015 AND BY SITE MEASUREMENTS TAKEN BY TRK ENGINEERING LTD. DATED JANUARY 16, 2015.
- LEGAL DESCRIPTION: LOT 11 SECTION 13 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 39029.

0	ISSUED FOR REVIEW	RM	OCT 30/15
REV.	DESCRIPTION	BY	DATE

CLIENT:

**TELUS**

**TRK ENGINEERING**  
HANGAR 9 5225 216TH ST.  
LANGLEY, BC V2Y 2N3  
TEL: (604) 574-6432  
FAX: (604) 574-6431  
EMAIL: moli@trkeng.com  
WEB: www.trkeng.com

PROJECT:

BC1572  
DEWDNEY TRUNK - 256 ST  
25740 DEWDNEY TRUNK ROAD

MAPLE RIDGE BRITISH COLUMBIA

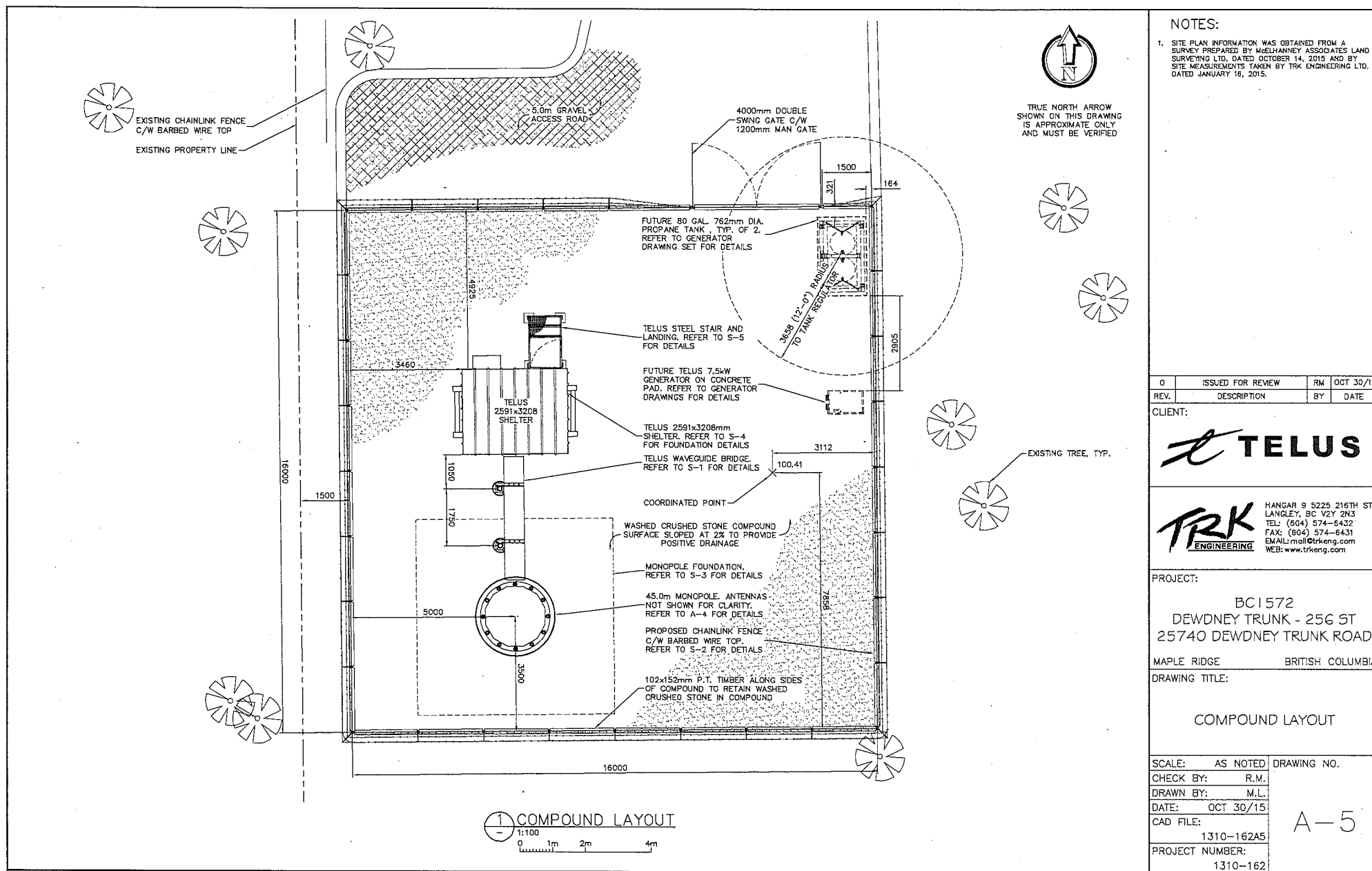
DRAWING TITLE:

SITE PLAN

SCALE: AS NOTED	DRAWING NO.
CHECK BY: R.M.	
DRAWN BY: M.L.	
DATE: OCT 30/15	
CAD FILE: 1310-162A3	
PROJECT NUMBER: 1310-162	

A-3

# APPENDIX D



## COMMUNITY CONSULTATION MEETING SUMMARY

<b>TELUS Site:</b>	BC1572
<b>Proposed Location:</b>	25762 Dewdney Trunk Road, Maple Ridge, BC
<b>Description:</b>	45m monopole tower
<b>Meeting Date:</b>	Thursday, May 26, 2016
<b>Meeting Location:</b>	Webster's Corner Elementary 25554 Dewdney Trunk Road, Maple Ridge, BC V4R 1X9
<b>Meeting Time:</b>	5:30pm – 7:00pm
<b>TELUS Representatives:</b>	Debra Pankratz, Real Estate & Government Affairs Mohammad Zabetian, RF Engineer Cheryl Bilyk, Real Estate & Government Affairs Harmen Kahlon, Real Estate & Government Affairs Leeanne Parris, Real Estate & Government Affairs Angelo Almario, Wireless Implementation Marc Parras, Manager, Technology Strategy Mohammad Chamma, Mgr.-Planning & Engineering
<b>Cypress Representatives:</b>	Tawny Verigin, Municipal Affairs Specialist Consultant James Shaw, Real Estate & Municipal Affairs Consultant Andrew Orchard, Real Estate & Municipal Affairs Consultant Jim Law, Site Acquisition & Municipal Affairs Consultant Brent Laoun, Site Acquisition Consultant

### Meeting Details

The City of Maple Ridge has adopted "Telecommunication Antenna Structures Siting Protocols" to establish procedural standards allowing the City to effectively participate in and influence the placement of telecommunication antenna structures proposed within the City. Following these protocols, Cypress Land Services consulted with the City of Maple Ridge and held a Community Consultation Meeting for the above noted proposed monopole wireless communication facility on Thursday, March 3<sup>rd</sup>. Due to a traffic incident during the meeting, it was rescheduled to Thursday, May 26, 2016 from 5:30 to 7:00pm. The meeting was held at the Webster's Corner Elementary located at 25554 Dewdney Trunk Road, Maple Ridge, BC. The above noted Representatives from TELUS and Cypress Land Services were on site to answer questions and receive feedback. Darrell Denton (Property & Risk Manager) was on hand to represent the City of Maple Ridge.



### Notification and Invitation

Notification packages including an invitation to the community consultation meeting were sent to all households within 300 m of the proposed site on February 10, 2016 via regular mail (please see **Schedule 1: Affidavit of Notification**). In total, 76 notifications were sent. A notice was also placed in the Maple Ridge News on May 13<sup>th</sup>, 2016 inviting the public to the meeting (please see **Schedule 2: Tear sheets**). Due to an unexpected traffic accident and road closure, many members of the public expressed that they were not able to access the meeting. As a result, the community consultation meeting was rescheduled to ensure all member of the public has an opportunity to attend. On May 4, 2016, a total of 76 notification packages were re-issued to property owners, occupants, and other recipients within 300m of the proposed monopole location via regular mail. (please see **Schedule 3: Affidavit of Re-Notification**). On Friday, May 13, 2016 a notice was placed in the Maple Ridge News inviting the public to the meeting and to comment on the proposal (please see **Schedule 4: Tear sheet for Second Meeting Invitation**).

### Attendance and Community Feedback

18 residents signed in at the Community Consultation Meeting (please see **Schedule 5: Meeting Sign in**). Most of the residents who attended the meeting expressed their opposition regarding the installation. Concerns ranged from location of the structure relative to residential homes and the elementary school (typically with regard to health & safety), concern with structure appearance and perceived impact on property values. During the entire consultation period, 29 residents provided comments in total; one in support, two neutral and 26 in opposition (please see **Schedule 6: Comments & Responses Tracker**).

### Meeting Set Up

Upon arrival to the meeting guests were greeted at a welcome table where they were politely asked to sign in. The venue was set up with story boards around the perimeter of the room explaining various aspects of the proposal (please see **Schedule 7: Storyboards**). TELUS representatives were available to provide information and answer questions as they arose. In addition, wireless literature was provided as take home materials should attendees need additional information. The literature provided included: Wireless Communication and Health, Connecting Canadians, CPC, CWTA Subscriber Facts, SC6 Fact Sheet & Myth busters, it's your Health, Statement of the Chief Medical Officer, Cell Towers in Your Community.

**City of Maple Ridge**

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** First Reading  
Official Community Plan Amending Bylaw No. 7349-2017;  
First Reading  
Zone Amending Bylaw No. 7312-2017;  
First Reading  
Off Street Parking and Loading Amending Bylaw 7350-2017;

**MEETING DATE:** June 13, 2017  
**FILE NO:** 2017-233-RZ  
**MEETING:** Council

---

**EXECUTIVE SUMMARY:**

Consistent with the action items stemming from the Housing Action Plan Implementation Framework that were prioritized by Council, various OCP policy amendments and a new zone have been created to permit the development of ground-oriented infill housing, which includes triplex, fourplex and courtyard residential housing. On April 18, 2016, Council received a report for information entitled “*Proposed Triplex, Fourplex and Courtyard Housing Forms Overview*”. The next steps identified in the above mentioned report were the development of OCP amendments and a draft zone for triplex, fourplex and courtyard residential developments, which became part of the Planning Department’s 2017 Business Plan (see Appendix A and B respectively). The draft policies and zone also provides the framework for the review and regulation of a current ground-oriented infill development application which will be presented through a separate, concurrent report (Rezoning Application 2017-031-RZ, Zone Amending Bylaw No. 7348-2017 scheduled for June 13, 2017).

**RECOMMENDATIONS:**

1. In respect of Section 475 of the *Local Government Act*, requirement for consultation during the development or amendment of an Official Community Plan, Council must consider whether consultation is required with specifically:
  - i. The Board of the Regional District in which the area covered by the plan is located, in the case of a Municipal Official Community Plan;
  - ii. The Board of any Regional District that is adjacent to the area covered by the plan;
  - iii. The Council of any municipality that is adjacent to the area covered by the plan;
  - iv. First Nations;
  - v. Boards of Education, Greater Boards and Improvements District Boards; and
  - vi. The Provincial and Federal Governments and their agencies; andIn that regard it is recommended that no additional consultation be required in respect of this matter beyond the early posting of the proposed Official Community Plan amendments on the City’s website, together with an invitation to the public to comment, and;
2. That OCP Amending Bylaw No. 7349-2017 be given first reading; and
3. That Zone Amending Bylaw No. 7312-2017 be given first reading; and
4. That Off Street Parking and Loading Amending Bylaw 7350-2017 be given first reading.

## **BACKGROUND:**

The Housing Action Plan (HAP), endorsed in 2014, and its Implementation Framework endorsed by Council in September, 2015, includes a number of goals and principles aimed at providing safe, affordable and appropriate housing for the community. Specific goals in support of encouraging ground-oriented residential infill housing include: “To improve housing choice for all current and future households”. Strategy #1 of the HAP articulates the importance of a diverse housing mix and innovation and encourages “support the development of a mix of housing forms”. In April 2016, Council received a report outlining possible policy and zoning next steps to help implement triplex, fourplex and courtyard residential forms of development and directed that staff prepare OCP and Zoning Bylaw amendments to create the zone.

## **DISCUSSION:**

The proposed policy and zoning amendments provide for the infill of ground-oriented residential buildings within established residential neighbourhoods and along major corridors, in a form that will be incremental and sensitive to the existing and emerging context. Dwelling units may be in one building with shared party walls to create triplexes or fourplexes that will resemble a single family home, in order to fit seamlessly into neighbourhoods. Dwelling units may also be arranged individually or attached around a shared open space, to create a courtyard residential development in a village-style residential pattern. These new housing forms provide flexibility for ground-oriented residential infill, offering the City and its residents’ a greater variety of housing options.

An application has been received to rezone a property to courtyard residential, reflecting the numerous inquiries seeking changes to existing zoning to realize the development potential for ground-oriented residential infill. Therefore, amendments to the Official Community Plan (OCP) and the Zoning Bylaw are required.

### **a) Planning Analysis:**

#### **Official Community Plan:**

Chapter 3 of the OCP presents the City of Maple Ridge’s residential land use policies. Policy 3-18 introduces the *Urban Residential* land use designation which is composed of two residential categories: *Neighbourhood Residential* and *Major Corridor*. *Neighbourhood Residential* is characterized as established single family neighbourhoods, where careful incremental change can be considered. *Major Corridor* is characterized as fronting onto Major Road Corridors, and can support slightly higher densities than established single family neighbourhoods to take advantage of transportation linkages and amenities. These policies require that development be compatible with the surrounding neighbourhood, with particular attention given to site design, setbacks, and lot configuration with the existing pattern of development in the area.

### Proposed OCP Amendments

Amendments to the residential policy framework respond to the evolution of residential development in Maple Ridge. It is proposed that under the *Neighborhood Residential* category that single family homes will remain predominant, but sensitive infill such as duplexes and triplexes will be encouraged. Under the *Major Corridor Residential* category, courtyard residential development will be added to the list of housing forms encouraged along Major Road Corridors. It is noted that one of the underlying principles in the OCP is to encourage growth within the Urban Area Boundary (UAB) and to accommodate growth through infill by promoting a mix of housing types and tenures (Policy 3-1).

The proposed amendments to the City of Maple Ridge Official Community Plan (OCP) identified in **bold text** will include:

- In section 3-18, 2) *Major Corridor* category the following will be added to clause b) “fourplexes, **courtyard residential developments**, townhouses, and apartments” that identifies the additional form of ground-oriented housing that will be encouraged as infill.
- In section 3-20, the following will be added to clause a) building forms such as single detached dwellings, duplexes, triplexes, fourplexes, **courtyard residential developments**, townhouses, apartments, and small lot intensive residential developments subject to Policy 3-21;
- The definition for **Courtyard Residential** will be added to Appendix A, Glossary.
- The definitions for **Apartment**, **Triplex**, **Fourplex**, and **Townhouse** will be amended to reflect the definitions provided in the Zone Amending Bylaw No. 7312-2017 for the RT-2 (Ground-Oriented Residential Infill) zone.
- The **RT-2 (Ground-Oriented Residential Infill)** zone will be added to the *Neighbourhood Residential* and *Major Corridor Residential* categories in Appendix C, Zoning Matrix.
- Policies and the separate Zoning Matrices in the Silver Valley, Albion, Hammond, and Town Centre Area Plans will be revised to align with the permitted designations provisions of the RT-2 (Ground-Oriented Residential Infill) zone.

The proposed OCP Amending Bylaw No. 7349-2017 is attached as Appendix A.

### Zoning Bylaw:

The new RT-2 (Ground-Oriented Residential Infill) zone includes three new housing typologies: triplex, fourplex, and courtyard residential development, and permits a slightly higher density (0.75 Floor Space Ratio (FSR)) than single family residential (0.6 FSR) zones. The slight increase in density reflects the intent of this new zone to allow sensitive infill of additional dwelling units in existing single family neighbourhoods and along Major Corridors.

The preparation of this zone has considered neighbouring municipal examples, the current Maple Ridge context, and consulted with local developers, real estate agents and potential applicants in developing the proposed zoning requirements, in addition to internal review. The following tables provide a brief summary of each of the three typologies included in the RT-2 Ground-Oriented Residential Infill Zone for both the Town Centre, and within the Urban Area Boundary. Detailed information is included in the Zoning Bylaw Amendment No. 7312-2017, which is attached as Appendix B.

Table 1: Summary of Triplex Zone provisions – Town Centre and within the Urban Area Boundary

Housing Typology	Minimum Lot Size	Lot Coverage	Floor Area Ratio	Setbacks	Lot Width	Lot Depth
Triplex in the Town Centre	700 m <sup>2</sup>	45%	0.75	5.5 m front 7.5 m rear 4.5 m ext. 1.5 m interior. The sum of the two side setbacks shall not be less than 3.5 m.	20 m	27 m
Triplex in the Urban Area Boundary	800 m <sup>2</sup>	45%	0.75	7.5 m front 7.5 m rear 4.5 m ext. 1.5 m interior. The sum of the two side setbacks shall not be less than 3.5 m.	20 m	27 m

Table 2: Summary of Fourplex Zone provisions – Town Centre and within the Urban Area Boundary

Housing Typology	Minimum Lot Size	Lot Coverage	Floor Area Ratio	Setbacks	Lot Width	Lot Depth
Fourplex in the Town Centre	800 m <sup>2</sup>	45%	0.75	5.5 m front 7.5 m rear 4.5 m ext. 1.5 m int. The sum of the two side setbacks shall not be less than 3.5 m.	22 m	30 m
Fourplex in the Urban Area Boundary	850 m <sup>2</sup>	45%	0.75	7.5 m front 7.5 m rear 4.5 m ext. 1.5 m int. The sum of the two side setbacks shall not be less than 3.5 m.	22 m	30 m

Table 3: Summary of Courtyard Zone provisions – Town Centre and within the Urban Area Boundary

Housing Typology	Minimum Lot Size	Lot Coverage	Floor Area Ratio	Setbacks	Lot Width	Lot Depth
Courtyard in the Town Centre	900 m <sup>2</sup>	45%	0.75	5.5 m front and 7.5m rear 4.5 m ext. 1.5m int. The sum of the two side setbacks shall not be less than 3.5 m.	25 m	35 m
Courtyard in the Urban Area Boundary	950 m <sup>2</sup>	45%	0.75	7.5 m front 7.5 m rear 4.5 m ext. 1.5 m int. The sum of the two side setbacks shall not be less than 3.5 m.	25 m	35 m

### **Parking:**

Amendments to the Off Street Parking and Loading Bylaw are also required to ensure such infill forms of development are consistent with the standards for similar housing forms. The Bylaw amendments require that triplexes, fourplexes, and courtyard residential developments have two off-street parking spots per dwelling unit. See Appendix C for the proposed Off Street and Loading Amending Bylaw.

### **Development Permits:**

The *Proposed Triplex, Fourplex and Courtyard Housing Forms Overview* report from April 18, 2016 proposed that applications for triplex, fourplex and courtyard residential developments make use of the existing Multi-Family Development Permit guidelines for those applications received in the first year. Applications will also be forwarded to the Advisory Design Panel (ADP) for review. During this time, design guidelines specific to these new forms will be developed with the assistance of the ADP. The process, including the forwarding of such applications to the ADP, will be reviewed and reported to Council at the end of the first year and may result in the establishment of Development Permit guidelines specifically tailored for these ground-oriented residential infill forms.

### **CONCLUSION:**

The introduction of a new ground-oriented multi-family zone aligns with the goals, principles and strategies in the HAP, as it will encourage diverse housing forms within the City. The creation of the council-directed Ground-Oriented Residential Infill (RT-2) zone is a short-term action identified by Council in their establishment of the HAP Implementation Framework. It satisfies part of Strategy #1 under the Housing Action Plan, to *Support the Development of a Mix of Housing Forms* and will encourage the development of triplex, fourplex and courtyard residential housing forms. The development of these new housing forms provides more and different choices in a changing housing landscape to meet the diverse housing needs of our community. The draft OCP and Zone Amending Bylaws also set the framework for a concurrent rezoning application to develop ground-oriented housing, which will be presented in a separate report (Rezoning Application 2017-031-RZ, Amending Bylaw No. 7348-2017).

“Original signed by Siobhan Murphy”

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**Prepared by:** Siobhan Murphy, MA, MCIP, RPP  
Planner II

“Original signed by Christine Carter”

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

“Original signed by Christine Carter” for

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

“Original signed by E.C. Swabey”

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**Concurrence:** E.C. Swabey  
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – OCP Amending Bylaw No. 7349-2017

Appendix B – Zone Amending Bylaw No. 7312-2017

Appendix C – Off Street Parking and Loading Amending Bylaw No. 7350-2017

## CITY OF MAPLE RIDGE BYLAW NO. 7349-2017

A Bylaw to amend the Official Community Plan Bylaw No. 7060-2014

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**WHEREAS** Section 477 of the Local Government Act provides that the Council may revise the Official Community Plan;

**AND WHEREAS** it is deemed expedient to amend Schedule "A" to the Official Community Plan;

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No OCP 7349-2017.
2. That Chapter 3 Neighbourhoods & Housing, Section 3.1.3 Residential Designations be amended by repealing policy 3-18(2)(b) and replacing it with the following:

3-18(2)(b) includes ground oriented housing forms such as single detached dwellings, garden suites, duplexes, triplexes, fourplexes, courtyard residential developments, townhouses, apartments, or small lot intensive residential, subject to compliance with Major Corridor Residential Infill policies.
3. That Chapter 3 Neighbourhoods & Housing, Section 3.1.4 Residential Infill and Compatibility Criteria be amended by repealing policy 3-20(a) and replacing them with the following:

3-20(a) building forms such as single detached dwellings, duplexes, triplexes, fourplexes, courtyard residential developments, townhouses, apartments, and small lot intensive residential developments subject to Policy 3-21;
4. That Chapter 10.3 Silver Valley Area Plan, Sections 5.4 Eco-Clusters and 7.0 Design Guidelines be amended by repealing policies 5.4.4(c) and 7.4(h) and replacing them with the following:

5.4.4(c) As a means of providing a diversity of housing types, consider integrating duplex, triplex, and fourplex developments that have the appearance of a single larger residence into the Eco-Clusters.

7.4(h) To blend into a streetscape/cluster of typical larger single family residences, consider designing duplex, triplex and fourplex developments to have the appearance of one larger residence.
5. That Chapter 10.4 Town Centre Area Plan, Section 3.3 Land Use Designations be amended by adding to the paragraph located under the Single-Family Residential designation the following words identified in bold text:

The Single-Family Residential designation in the Town Centre provides options for increasing density and choice of housing form, while retaining the single family character in these established neighbourhood blocks. **Single-family dwellings, duplex, and triplex are the forms of development permitted in the in the Single Family Designation.**

6. That Chapter 10.4 Town Centre Area Plan, Section 3.3 Land Use Designations be amended by adding to the paragraph located under the Ground-Oriented Multi-Family designation the following words identified in bold text:

The Ground-Oriented Multi-Family use is intended to provide housing options that range from a low density attached form to a medium-high density attached form of ground-oriented housing that will generally be a maximum of three (3) storeys in height with ground level access to each unit. The development forms include **fourplex, courtyard residential,** townhouse, rowhouse, and stacked townhouse.

7. That Chapter 10.4 Town Centre Area Plan be amended by repealing policies 3-17(e) and 3.18 and replacing them with the following:

3-17(e) Duplex and triplex developments will be permitted on a corner lot or a lot with lane access to concealed parking. The minimum lot size for duplex development is 557m<sup>2</sup> and the minimum lot size for triplex development is 700 m<sup>2</sup>. The character of duplex and triplex developments should be similar to a single-family development in its size, scale, and massing.

3-18 Ground-Oriented Multi-Family development should be a maximum of three (3) storeys in height, with ground level entry to each unit, except for the stacked townhouse form (see Policy 3-21). Fourplex developments should also ensure that dwelling units are contained in an individual building resembling a single-family dwelling in its size, scale, and massing. A courtyard residential development may have its dwelling units arranged individually or attached in small groupings of buildings, each resembling a single-family dwelling and located around a common courtyard open space.

8. That Chapter 10.4 Town Centre Area Plan, Appendix A Zoning Matrix, Section 2 be amended by inserting the following after “RT-1 Two Family Urban Residential” under the column heading “Zone” that corresponds to the “Single-Family Residential” designation under the column heading “OCP Designation / Category”:

RT-2 Ground-Oriented Residential Infill (limited to triplex residential uses only)

9. That Chapter 10.4 Town Centre Area Plan, Appendix A Zoning Matrix, Section 2 be amended by inserting the following before “RM-1 Townhouse Residential” under the column heading “Zone” that corresponds to the “Ground-Oriented Multi-Family” designation under the column heading “OCP Designation / Category”:

RT-2 Ground-Oriented Residential Infill (limited to fourplex and courtyard residential uses only)

10. That Chapter 10.5 Hammond Area Plan, Appendix A Zoning Matrix, Section 2 be amended by inserting the following after “RT-1 Two Family Urban Residential” under the column heading “Zone” that corresponds to the “Single-Family & Compact Residential” designation under the column heading “OCP Designation / Category”:

RT-2 Ground-Oriented Residential Infill (limited to triplex residential uses only)

11. That Chapter 10.5 Hammond Area Plan, Appendix A Zoning Matrix, Section 2 be amended by inserting the following before “RM-1 Townhouse Residential” under the column heading “Zone” that corresponds to the “Low Density Multi-Family” designation under the column heading “OCP Designation / Category”:

RT-2 Ground-Oriented Residential Infill (limited to fourplex and courtyard residential uses only)

12. That Appendix A Glossary be amended by inserting the following between “Council” and “Density”:

Courtyard Residential

A residential use where a group of four to eight dwelling units may be separately detached or combined within two or more buildings and arranged around a shared open space.

13. That Appendix A Glossary be amended by deleting “Apartment”, “Fourplex”, “Townhouse” and “Triplex” and replacing them with the following, in alphabetical order:

Apartment

A residential use where the building or buildings on a lot are each used for three or more dwelling units. Apartment building(s) may contain Townhouse dwelling units, but shall not include Triplex, Fourplex, or Courtyard Residential dwelling units.

Fourplex

A residential use where the building on a lot is used for four dwelling units.

Townhouse

A single building comprised of three or more dwelling units separated one from another by party walls extending from foundation to roof, with each dwelling unit having a separate, direct entrance from grade. Triplex, Fourplex, or Courtyard Residential dwelling units are excluded.

Triplex

A residential use where the building on a lot is used for three dwelling units.

14. That Appendix C Zoning Matrix be amended by inserting the following between “RT-1 Two Family Urban Residential” and “SRS Special Urban Residential” under the column heading “Zone” that corresponds to the “Urban Residential Designation/Neighbourhood Residential – Infill” under the column heading “OCP Designation / Category”:

RT-2 Ground-Oriented Residential Infill (limited to triplex residential uses only)

15. That Appendix C Zoning Matrix be amended by inserting the following between “RT-1 Two Family Urban Residential” and “RM-1 Townhouse Residential” under the column heading “Zone” that corresponds to the “Major Corridor Residential Category” under the column heading “OCP Designation / Category”:

RT-2 Ground-Oriented Residential Infill

16. Maple Ridge Official Community Plan Bylaw No.7060-2014 is hereby amended accordingly.

**READ** a first time the                      day of                      , 20   .

**READ** a second time the                      day of                      , 20   .

**PUBLIC HEARING** held the                      day of                      , 20   .

**READ** a third time the                      day of                      , 20   .

**ADOPTED** the                      day of                      , 20   .

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**PRESIDING MEMBER**

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**CORPORATE OFFICER**

## CITY OF MAPLE RIDGE BYLAW NO. 7312-2017

A Bylaw to amend the text forming part of Zoning Bylaw No. 3510 - 1985 as amended

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**WHEREAS**, it is deemed desirable to create a new ground-oriented infill zone called “**RT-2 Ground-Oriented Residential Infill**”; and

**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. 7312-2017."
2. **PART 2 INTERPRETATION** the definition of “*APARTMENT*” is amended by deleting the “.” at the end of the definition and adding the words identified in **bold text**:

APARTMENT use means a residential use where the building or buildings on a lot are each used for three or more dwelling units. Apartment building(s) may contain Townhouse dwelling units, **but shall not include Triplex, Fourplex, or Courtyard Residential dwelling units.**

3. That Part 2 INTERPRETATION is amended by inserting the following between “Correctional and Rehabilitation” and “Datum Determination Points”:

**Courtyard Residential:** means a residential use where a group of four to eight dwelling units may be separately detached or combined within two or more buildings and arranged around a shared open space.

4. That Part 2 INTERPRETATION is amended by inserting the following between “Front Lot Line” and “Gross Floor Area”:

**Fourplex:** means a residential use where the building on a lot is used for four dwelling units.

5. That Part 2 INTERPRETATION is amended by inserting the following between “Townhouse(s)” and “Two-Family Residential”:

**Triplex:** means a residential use where the building on a lot is used for three dwelling units.

6. **PART 2 INTERPRETATION** the definition of “*Townhouse(s)*” is amended by adding the words identified in **bold text**:

**TOWNHOUSE(S)** – means a single building comprised of three or more dwelling units separated one from another by party walls extending from foundation to roof, with each dwelling unit having a separate, direct entrance from grade. **Triplex, Fourplex, or Courtyard Residential dwelling units are excluded.**

7. That PART 3 BASIC PROVISIONS, SECTION 302 ZONES (1) is amended by inserting the following between “RT-1 Two Family Urban Residential” and “RM-1 Townhouse Residential”:

#### **RT-2 Ground-Oriented Residential Infill**

8. That PART 6 RESIDENTIAL ZONES is amended by inserting the following after Section 601E “RST-SV Street Townhouse – Silver Valley”:

#### **601F RT-2 Ground-Oriented Residential Infill**

##### **A. PURPOSE**

This zone provides for the infill of ground-oriented residential buildings established in a form similar to surrounding single-detached residential uses. In all forms, Ground-Oriented Residential Infill should emphasize pedestrian connections and open space, while accommodating vehicle access from a street or lane where possible.

##### **B. PRINCIPAL USES**

1. The following principal use and no other shall be permitted in this zone:
  - (a) Triplex residential use;
  - (b) Fourplex residential use;
  - (c) Courtyard residential use.

##### **C. ACCESSORY USES**

1. The following uses shall be permitted as accessory uses to one of the permitted principal uses in this zone:
  - (a) Boarding use;
  - (b) Home occupation use.

##### **D. LOT AREA & DIMENSIONS**

1. Minimum net lot area and dimensions for a triplex residential use:
  - (a) In net lot area 800 square metres;
  - (b) In lot width 20.0 metres;
  - (c) In depth 27.0 metres.
2. Minimum net lot area and dimensions for a fourplex residential use:
  - (a) In net lot area 850 square metres;
  - (b) In lot width 22.0 metres;
  - (c) In depth 30.0 metres
3. Minimum net lot area and dimensions for a courtyard residential use
  - a) In net lot area 950 square metres;
  - b) In lot width 25.0 metres;
  - c) In depth 35.0 metres.

4. Minimum net lot area on a lot located within the Town Centre, as identified on Schedule H of the Zoning Bylaw, for the following permitted uses are:
  - a) triplex residential use in net lot area 700 square metres;
  - b) fourplex residential use in net lot area 800 square metres;
  - c) courtyard residential use in net lot area 900 square metres.

#### E. DENSITY

1. All buildings and structures shall not exceed a floor space ratio of 0.75 times the net lot area, excluding a maximum of 50m<sup>2</sup> of habitable basement area.

#### F. LOT COVERAGE

1. Buildings and structures shall not exceed lot coverage of 45%.

#### G. SITING

1. Minimum setbacks for principal buildings and structures shall not be less than:
  - (a) from a front lot line 7.5 metres;
  - (b) from a rear lot line 7.5 metres;
  - (c) from an interior side lot line 1.5 metres;
  - (d) from an exterior side lot line 4.5 metres;
  - (e) Notwithstanding the above, the sum of the two side interior side setbacks shall not be less than 3.5 metres.
2. Minimum setbacks for principal buildings and structures located on lots located within the Town Centre, as identified in Schedule H of the Zoning Bylaw, shall not be less than:
  - (a) from a front lot line 5.5 metres;
  - (b) from a rear lot line 7.5 metres;
  - (c) from an interior side lot line 1.5 metres;
  - (d) from an exterior side lot line 4.5 metres;
  - (e) Notwithstanding the above, the sum of the two interior side setbacks shall not be less than 3.5 metres.
3. Minimum Setbacks for Accessory Buildings and Structures shall not be less than:
  - (a) from a rear and interior side lot line 1.5 metres;
  - (b) from a front and exterior side lot line 3 metres, except that no building or structure for an accessory off-street parking use shall be sited within the required front yard setback;
  - (c) from a building used for residential use 1.5 metres.

#### H. SIZE OF BUILDINGS AND STRUCTURES

1. No principal building or structure shall exceed a height of 11 metres.
2. No accessory building or structure shall exceed a height of 4.5 metres.

## OTHER REGULATIONS

1. Areas for an Accessory Off-Street Parking Use shall, when not concealed, be bound by a landscape screen of not less than one metre in height.
2. Hard surface areas must be 50% permeable.
3. Usable open space for all residential uses shall be provided for each unit in the development based on the following ratio:
  - a) 45.0 square metres for each unit with 3 or more bedrooms;
  - b) 30.0 square metres for each unit with less than 3 bedrooms.
4. In a Courtyard Residential use, the courtyard space shall be common to all dwelling units, and:
  - a) be not less than 7.0 metres in width;
  - b) be landscaped, which may include:
    - i) variation in type and scale with areas of large perennials, shrubs and trees, not just grassed areas;
    - ii) existing trees and landscape features should be kept wherever possible; and
    - iii) should be designed to create filtering and screening of views;
  - c) may be used to accommodate driveway access to the dwelling units, but shall not be used to accommodate an Accessory Off-Street Parking uses.
  - d) not be included in the requirements for useable open space if the courtyard space also provides driveway access.
9. Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended is hereby amended accordingly.

**READ** a first time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**READ** a second time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**PUBLIC HEARING** held the       day of       , 20

**READ** a third time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**ADOPTED,** the            day of            , 20

**PRESIDING MEMBER**

CORPORATE OFFICER

CITY OF MAPLE RIDGE

BYLAW NO. 7350-2017

A Bylaw to amend the Maple Ridge Parking and Loading Bylaw No. 4350 - 1990

**WHEREAS** it is deemed expedient to further amend the Maple Ridge Parking and Loading Bylaw, as amended;

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Parking and Loading Amending Bylaw No 7350-2017.
2. That Appendix A Off-Street Parking Requirements, Section 1(b) be amended by adding the following words identified in bold text:  

1(b)                A building for one family residential use, two family residential use, **triplex residential use, fourplex residential use, courtyard residential use**
3. That Appendix A Off-Street Parking Requirements, Section 10.1(a)(1) be amended by replacing the “.” at the end of Section 10.1(a)(1)(b) with a “;” and adding the following words, in sequential order:  

c)                    a property with a single triplex development;  
d)                    a property with a single fourplex development;  
e)                    a property with a courtyard residential development.
4. Maple Ridge Parking and Loading Amending Bylaw No. 4350-1990 is hereby amended accordingly.

**READ** a first time the                day of                                , 20   .

**READ** a second time the                day of                                , 20   .

**PUBLIC HEARING** held the                day of                                , 20   .

**READ** a third time the                day of                                , 20   .

**ADOPTED** the                                day of                                , 20   .

\_\_\_\_\_  
PRESIDING MEMBER

\_\_\_\_\_  
CORPORATE OFFICER

## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** First Reading  
Zone Amending Bylaw No. 7348-2017  
21333 River Road

**MEETING DATE:** June 13, 2017  
**FILE NO:** 2017-031-RZ  
**MEETING:** Council

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### EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 21333 River Road, from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill) a newly created zone (Bylaw No. 7312-2017), to permit the development of courtyard residential housing. This project proposes a total of 4 dwelling units, clustered around a common courtyard. Pursuant to Council resolution, this application is subject to the Community Amenity Contribution (CAC) Program, Policy 6.31, at a rate of \$4,100.00 per unit. However, since the policy is silent on this housing form and infill projects are desirable, staff is recommending that this courtyard form of housing be exempt from the policy. To proceed further with this application, a new RT-2 zone has been prepared and is the subject of a separate report, which is being considered for first reading at the June 13, 2017 Council meeting and is intended to run concurrently with the subject application.

### RECOMMENDATIONS:

**That Zone Amending Bylaw No.7348-2017 be given first reading; and**

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

### DISCUSSION:

#### a) Background Context:

Applicant: Kevin Urbas

Legal Description: Lot 49 District Lot 248 Group 1 New Westminster District Plan 27106

OCP:

Existing: Urban Residential

Zoning:

Existing: RS-1 (One Family Urban Residential)

Proposed: RT-2 (Ground-Oriented Residential Infill)

Surrounding Uses:

North: Use: Hospital (Ridge Meadows)

Zone: P-6 (Civic Institutional), RS-1 (One Family Urban Residential)

Designation: Institutional, Conservation, Urban Residential

South:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential
East:	Use:	Apartment
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential
West:	Use:	Hospital (Ridge Meadows), Single Family Residential
	Zone:	P-6 (Civic Institutional), RS-1 (One Family Urban Residential)
	Designation:	Institutional, Conservation, Urban Residential
Existing Use of Property:		Single Family Residential
Proposed Use of Property:		Multi-Family Residential (Courtyard)
Site Area:		0.12 ha (0.31 acres)
Access:		River Road
Servicing requirement:		Urban Standard

**b) Site Characteristics:**

The subject property, located at 21333 River Road, is 1,250 m<sup>2</sup> (0.3 acres) in size, and is bound by single family lots to the west and south, Ridge Meadows Hospital to the north, and a 3-storey non-conforming apartment to the east. The subject property is relatively flat, with a few trees located to the south along River Road (see Appendices A & B).

**c) Project Description:**

The current application proposes to rezone the subject property from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill), a newly created zone, to permit the development of courtyard housing.

This new zone provides for the infill of ground-oriented residential buildings within established residential neighbourhoods in a form that will be incremental and sensitive to the existing and emerging context. Dwelling units may be in one building with shared party walls to create triplexes or fourplexes that will resemble a single family home in order to fit seamlessly into neighbourhoods. Dwelling units may also be arranged individually or attached around a shared open space, as is the case for the subject property. The new RT-2 (Ground-Oriented Residential Infill) zone, Bylaw No. 7312-2017, is being considered for first reading at the June 13, 2017 Council meeting and will run concurrently with the subject application. Should the RT-2 zone not be approved, the development application would not complete and the file would be closed.

The site is located on River Road, which is a Major Corridor as identified on Figure 4 of the Official Community Plan (OCP). This site lends itself well to surrounding ground-oriented residential infill, given the varying forms of development surrounding the subject property. The resulting lack of character cohesion in the adjacent area required that the dwelling units be separated into two groups to face each other in a courtyard style.

At this time the current application has been assessed to determine its compliance with the 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 assessment may impact proposed lot boundaries and yields,

OCP designations and Bylaw particulars, and may require application for further development permits.

**d) Planning Analysis:**

**Official Community Plan:**

The OCP designates the subject property *Urban Residential – Major Corridor*, and development of the property is subject to the *Major Corridor* infill policies of the OCP. The *Major Corridor Residential* category identifies the types of ground-oriented housing forms which are encouraged along major road corridors and Bylaw 7312-2017 is proposing an amendment to clarify that uses such as fourplexes, and courtyard residential development, are also permitted. These policies require that development be compatible with the surrounding neighbourhood, with particular attention given to site design, setbacks, and lot configuration with the existing pattern of development in the area. It is noted that one of the underlying principles in the OCP is to encourage growth within the Urban Area Boundary (UAB) and to accommodate growth through infill by promoting a mix of housing types and tenures (Policy 3-1). The proposed rezoning of the subject property to RT-2 (Ground-Oriented Residential Infill) aligns with the draft *Major Corridor Residential* infill policies.

**Zoning Bylaw:**

The current application proposes to rezone the subject property from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill) to permit the development of courtyard housing. The minimum lot size for the current RS-1 (One Family Urban Residential) zone is 668 m<sup>2</sup> and the minimum lot size for Courtyard Housing in the RT-2 (Ground-Oriented Residential Infill) zone is 950 m<sup>2</sup>. Any variations from the requirements of the proposed zone will require a Development Variance Permit application. As mentioned earlier in the report, Bylaw 7312–2017 creates the new RT-2 zone and the Bylaw will run concurrently with the application.

Courtyard Residential development is supported on this property because it will be similar in scale to integrate with the surrounding, established single family neighbourhood. The maximum height requirements for courtyard residential developments are the same as today's new single family homes (11 metres), recognizing that existing older homes in the area were built to a lower height, creating a gradual transition. Each dwelling unit is also provided with ample greenspace, and there is one, shared driveway for the new development. The density permitted for courtyard residential is also not that much greater than the surrounding area at 0.75 FSR, whereas single family homes are 0.6 FSR.

Pursuant to Council resolution, this application is subject to the Community Amenity Contribution (CAC) Program, Policy 6.31, at a rate of \$4,100.00 per unit. However, since the policy is silent on this housing form and infill projects are desirable, staff is recommending that courtyard residential developments be exempt from the policy. It is noted that Planning staff are preparing an update report on the Albion Density Bonusing and the Community Amenity Contribution (CAC) program, and are recommending that the policy be amended to exempt fourplex and courtyard residential housing.

**Parking:**

An amendment to the Off-Street Parking and Loading Bylaw is being proposed along with the proposed amendment to the OCP and Zoning Bylaw to create the new RT-2 (Ground-Oriented Residential Infill) zone. The amendment clarifies the parking requirements for triplex, fourplex, and courtyard residential developments. Two off-street parking spaces will be required for each dwelling unit within the Urban Area Boundary (UAB) and within the Town Centre. No off-street visitor parking is required.

**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. The Proposed Triplex, Fourplex and Courtyard Housing Forms Overview report from April 18, 2016 stated that applications for triplex, fourplex and courtyard housing will use the Multi-Family Development Permit guidelines for those applications received in the first year. Applications will also be forwarded to the Advisory Design Panel (ADP) for review. During this time, design guidelines specific to these new forms will be developed with the assistance of the ADP. The process will be reviewed and reported to Council after the first year and may result in the establishment of Development Permit guidelines specifically developed for these ground-oriented residential infill forms.

**Advisory Design Panel:**

A Multi-Family Development Permit is required and must be reviewed by the ADP prior to second reading.

**Development Information Meeting:**

A Development Information Meeting is not required for this application because there is no OCP amendment and the proposal is less than 5 dwelling units.

**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) Licences, Permits & Bylaws Department;
- e) Parks Department;
- f) School District;
- g) Ministry of Transportation and Infrastructure; 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, as required by Development Procedures Bylaw No. 5879-1999 as amended:

1. A complete Rezoning Application (Schedule C);
2. A Multi-Family Residential Development Permit Application (Schedule D); and
3. A Development Variance Permit (Schedule E).

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

**CONCLUSION:**

The development proposal is in compliance with the proposed OCP Amending Bylaw No. 7349-2017. This courtyard residential development provides an opportunity to allow densification on the site that is similar in scale to the surrounding neighbourhood, and provides a transition from the existing low-rise apartment to the east to the single family properties to the west and south. It is recommended that Council grant first reading subject to additional information being provided and assessed prior to second reading.

“Original signed by Siobhan Murphy” for

---

**Prepared by:** Adam Rieu  
Planning Technician

“Original signed by Christine Carter”

---

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

“Original signed by Christine Carter” for

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

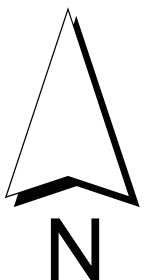
“Original signed by E.C. Swabey”

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**Concurrence:** E.C. Swabey  
Chief Administrative Officer

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – Zone Amending Bylaw No. 7348-2017
- Appendix D – Site Plan



Scale: 1:1,500

## Legend

- Stream
- - - Indefinite Creek
- River
- Major Rivers & Lakes

21333 River Road

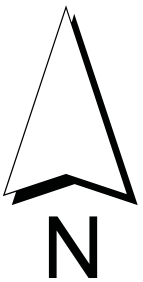
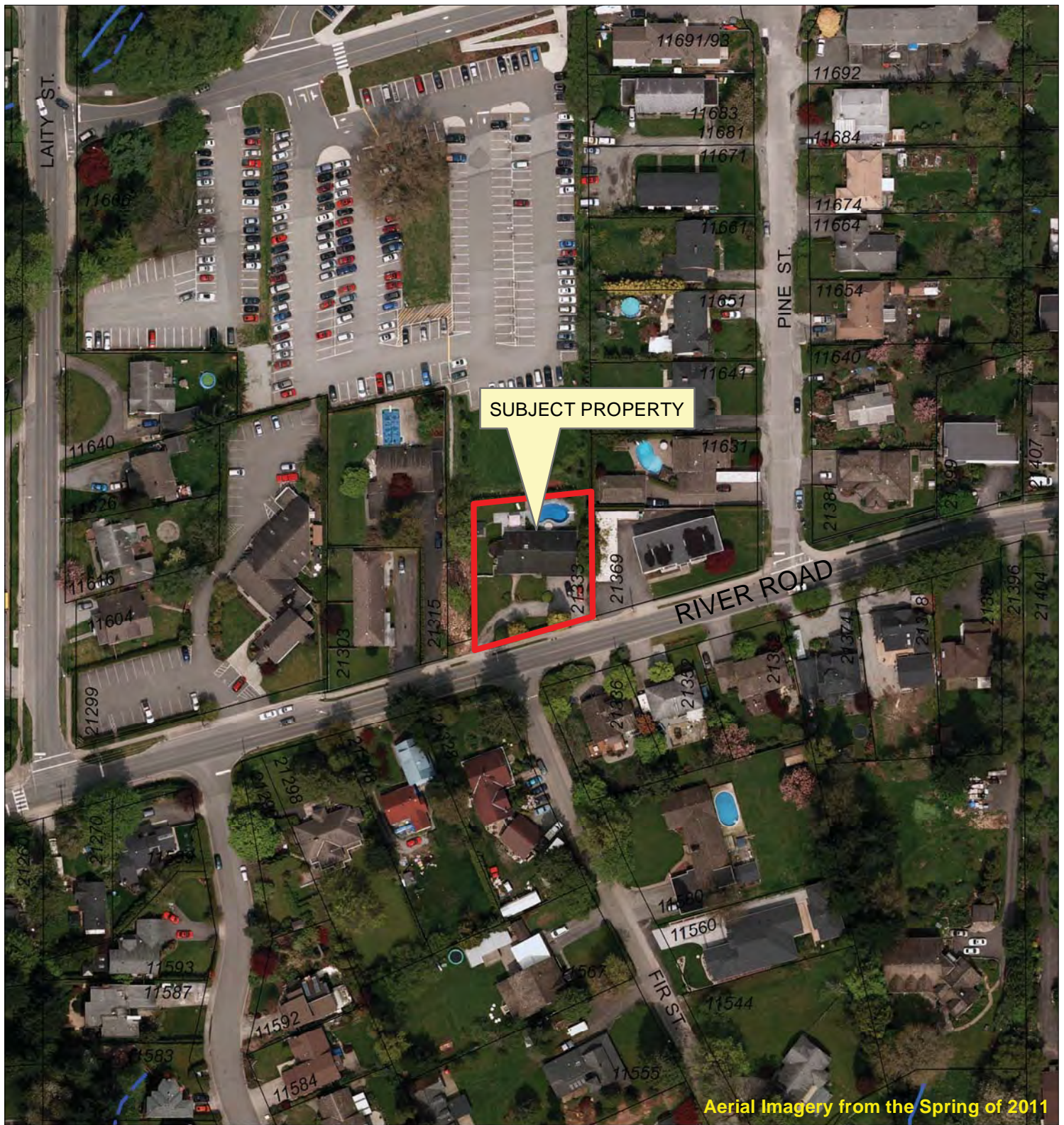
PLANNING DEPARTMENT



[mapleridge.ca](http://mapleridge.ca)




2017-031-RZ  
DATE: Feb 9, 2017

BY: JV



Scale: 1:1,500

## Legend

-  Stream  
 Indefinite Creek  
 River  
 Major Rivers & Lakes

21333 River Road



2017-031-RZ  
DATE: Feb 9, 2017

BY: JV

## CITY OF MAPLE RIDGE

### BYLAW NO. 7348-2017

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. 7348-2017."
2. That parcel or tract of land and premises known and described as:

Lot 49 District Lot 248 Group 1 New Westminster District Plan 27106

and outlined in heavy black line on Map No. 1704 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to RT-2 (Ground-Oriented Multi-Family).

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

**READ** a first time the       day of       , 20

**READ** a second time the       day of       , 20

**PUBLIC HEARING** held the       day of       , 20

**READ** a third time the       day of       , 20

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

**ADOPTED**, the       day of       , 20

---

**PRESIDING MEMBER**

---

**CORPORATE OFFICER**





## City of Maple Ridge

<b>TO:</b>	Her Worship Mayor Nicole Read and Members of Council	<b>MEETING DATE:</b>	June 13, 2017
<b>FROM:</b>	Chief Administrative Officer	<b>FILE NO:</b>	2017-088-RZ
		<b>MEETING:</b>	Council
<b>SUBJECT:</b>	<b>First Reading Zone Amending Bylaw No. 7341-2017 11598 224 Street</b>		

---

### EXECUTIVE SUMMARY:

An application has been received to rezone the subject property located at 11598 224 Street from C-3 (Town Centre Commercial) to CRM (Commercial/Residential zone) to permit a four storey residential building with a total floor area of approximately 5,576 m<sup>2</sup> (60,022 ft<sup>2</sup>). It contains fifteen (15) apartment units divided into nine (9) 2-bedroom and den units, and six (6) 3-bedroom units. 36 off-street parking spaces are provided in two parking levels, which exceed the 23 required spaces according to the City's Off-Street Parking Bylaw.

The subject property is located directly to the south of Haney House, a museum and designated heritage site. The proposed project will have visual, shadow and viewscape impacts on the heritage site. Furthermore, its zero side lot setback is a concern for the retention of mature shrubs and trees, such as the holly tree and large rhododendron bushes, located on the heritage property close to the shared property line. This vegetation has been identified as character defining elements of the heritage site. To prevent and mitigate any potential impacts to the heritage site, the applicant will be asked to provide a Heritage Impact Assessment (pursuant to *Local Government Act RS2015, Section 602*), propose a building design and massing which are compatible with the heritage character of Haney House as well as mitigate any visual, shadow, and construction impacts. An arborist report identifying vegetation at risk, and a plan for their protection will also be required.

The project is exempt from the Community Amenity Contribution Policy because it is located within the Town Centre Area. To proceed further with this application additional information is required as outlined below.

### RECOMMENDATIONS:

1. That Zone Amending Bylaw No. 7341-2017 be given first reading; and,
2. That the applicant provide further information as described on Schedules C, D, E of the *Development Procedures Bylaw No. 5879-1999*, as well as the information outlined in this report.

## DISCUSSION:

### a) Background Context:

Applicant:	Huang's Holding Limited
Owner:	Huang's Holding Limited
Legal Description:	Parcel "Z" (Reference Plan 6755) Lot 4, Block 2, D.L. 398, Group 1, NWP155
OCP:	
Existing:	Port Haney Multi-Family, Commercial and Mixed-Use (PHMFC)
Proposed:	No change
Zoning:	
Existing:	C-3 (Town Centre Commercial)
Proposed:	CRM (Commercial/Residential)
Surrounding Uses:	
North:	Use: Haney House Heritage Site Zone: C-3 (Town Centre Commercial) Designation: Park
South:	Use: Apartment and vacant lot Zone: CRM and RM-3 (High Density Apartment Residential) Designation: PHMFC
East:	Use: Townhouses Zone: RM-3 Designation: Ground-Oriented Multi-Family
West:	Use: Vacant Zone: M-1 (service Industrial) and CRM Designation: Park and PHMFC
Existing Use of Property:	Vacant
Proposed Use of Property:	Low Rise Apartment Building
Site Area:	1,220 m <sup>2</sup> (0.30 acres)
Access:	224 Street
Servicing requirement:	Urban Standard

### b) Site Characteristics:

The subject property located at 11598 224 Street is a rectangular shaped lot which slopes moderately upward away from the street, and drops off with a steep slope at the rear property line (see Appendix A). The lot is currently vacant, partially paved, and is being used informally for parking. This was the site of the former Don Cherry's Restaurant, which was destroyed by a fire in 2011.

The site is located directly south of Haney House, a museum and heritage site (see Appendix B) which is protected through a heritage designation bylaw. A Heritage Conservation Plan, completed in May 2016 by Donald Luxton and Associates, provides discussion and details about its heritage value (see Appendix F). A grove of mature trees and shrubs on the heritage site spans the length of the common property line and currently provides a visual buffer between the heritage site and the subject property. In particular, a holly tree and rhododendron bushes have been identified in the Heritage Conservation Plan as some of the character defining elements of the heritage site.

Directly to the south of the subject property is a four (4) storey apartment building, as well as a vacant lot. The vacant lot is zoned RM-3 (High Density Apartment Residential) and has some limited development potential due to steep slopes. No application has been received for the vacant lot. 224 Street ends at the front of the existing apartment building, but does not intersect with Haney Bypass just to the south. A pedestrian staircase and tunnel start in front of the subject property, and travel under Haney Bypass, providing pedestrian access to the waterfront and the Port Haney West Coast Express Station.

There are townhouses behind (east of) the subject property. However, the steep grade behind the subject property means that those townhouse roofs are at approximately the same height as the subject property's rear elevation.

**c) Project Description:**

The development proposal is for a four (4) storey, 15 unit apartment building (nine 2-bedroom and den units, and six 3-bedroom units) (see Appendix D). The residential floor area is approximately 3,545 m<sup>2</sup> (38,158 ft<sup>2</sup>). The project does not include any purpose built rental units at this time.

36 off-street parking spaces are provided in two parking levels, which exceed the 23 spaces required by the City's *Off-Street Parking Bylaw 4350-1990*. The project will also provide seven (7) long term and five (5) short term bicycle parking spaces in conformance with the bicycle parking requirements of the Off-Street Parking Bylaw.

While the building has four storeys over two parking levels, it will actually appear to have five storeys fronting 224 Street. However, the ground floor is technically considered a basement according to the City's Zoning Bylaw due to the moderate slope and difference in grade across the subject property. It provides access to the building's two parking levels and lobby leading to the upper four residential floors (see Appendix E).

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 assessment may impact proposed lot boundaries and yields, OCP designations and Bylaw particulars, and may require application for further development permits.

**d) Planning Analysis:**

**Official Community Plan:**

The development site is located within the Port Haney and Waterfront Precinct of the Town Centre Area Plan. The Port Haney area historically served as Maple Ridge's commercial hub. The precinct is an important transportation link between the Central Business District, the Fraser River waterfront, West Coast Express Station and east Maple Ridge via the Haney Bypass. Port Haney's historic roots, heritage character, waterfront access, green space, and river and mountain views are a treasured part of the precinct that should be enhanced through any new development.

The subject property is designated as Port Haney Multi-Family, Commercial and Mixed-Use (PHMFC). An OCP amendment is not required to support the proposed project.

The following policies apply to this proposal:

### **Town Centre Area Plan**

*3-1 An increase in residential and commercial density is encouraged in the Town Centre [...] Land-use should include a mix of housing types catering to various demographics, including affordable and special needs housing, within walking distance to a broad mixture of uses, including shops, services, cultural facilities, and recreation.*

This project increases the residential density by introducing up to fifteen (15) two and three bedroom units. The apartment units are large, as the two bedroom units will also have a den while the three bedroom units will include a separate room/flexible work space to accommodate home occupation uses (e.g. live-work). It is located within walking distance to a range of shops, services, and transit in and around the Central Business District.

*3-11 Viewscape studies may be required for proposed buildings greater than three (3) storeys in height, where views may be impacted [...] to the Fraser River to the south. Important viewsapes have been identified along 224 Street, within Port Haney [...] In locations where it is deemed that key viewsapes will be impacted, an increase in density, or the proposed form, may not be supported.*

This project's four storey height, in addition to the subject property's moderate slope, will affect viewsapes south to the Fraser River, especially along 224 Street and from the Haney House heritage site. The applicant will be asked to provide a viewscape study and potentially reduce the height or massing of the building.

*3-12 High density development that is four or more storeys in height may be required to include a shadow study in consideration of adjacent sites to address potential impacts on available daylight.*

This project will potentially have shadow impacts on the Haney House heritage site to the north. The applicant will be asked to provide a shadow study.

*3-38 Low-rise Multi-Family apartment... in Port Haney should be a minimum of three (3) storeys and a maximum of four (4) storeys in height, with at least 90 % of required parking provided underground.*

The project has a maximum of four (4) storeys of height and all required parking is provided in two concealed parking levels, in conformity with this policy.

### **Heritage Considerations:**

The elements of the Haney House Museum that contribute to the site's heritage value are clearly articulated in the May 2016 Heritage Conservation Plan, prepared by Donald Luxton and Associates (see the Plan's Statement of Significance, attached as Appendix F). However, the character of designated heritage sites are not protected from new development permitted on adjacent properties.

As mentioned previously, the proposed project will have visual and shadow impacts on the heritage site, while also changing the southern viewsapes to the Fraser River. Furthermore, it is anticipated that several character defining trees and shrubs may be at risk due to the proposed zero lot line setback, soil excavation and underground parking construction. Of particular concern are the holly

tree and rhododendron bushes. The proposed project has a zero side lot setback because it is narrow (only 20 m) and allowed by the proposed CRM zone. However, it raises some concern for the health and retention of the character defining trees and shrubs.

To prevent and/or mitigate any potential impacts on the heritage character of heritage site, the applicant will be asked to:

- complete a Heritage Impact Assessment, pursuant to *Local Government Act RS2015, Section 602*.
- propose a building design, massing, and façade materials which are compatible with the heritage character of Haney House, as well as mitigate any visual and shadow impacts;
- provide an arborist report identifying vegetation at risk, and develop a plan to retain vegetation with heritage character. The City's Parks, Recreation and Culture Department, which manages the heritage site, will also be involved in the development of the plan.

These measures will be detailed in the second reading report.

#### **Housing Action Plan:**

*Maple Ridge's vision and commitment to towards housing is encompassed in this statement contained in the Maple Ridge Housing Action Plan (MRHAP):*

*"Access to safe, affordable, and appropriate housing that meets the diverse and changing needs of the community is a priority."*

The current application will improve the diversity and choice of market rate, owner-occupied residential units by offering large two and three bedroom units. However, it does not address the need for rental, affordable, special needs or age-in place housing, which have been fulfilled other recent applications around the Town Centre Area.

#### **Zoning Bylaw:**

The current application proposes to rezone the subject property located at 11598 224 Street from C-3 (Town Centre Commercial) to CRM (Commercial/Residential) to permit a four storey apartment building over two parking levels. The current application would require a height variance of approximately 1.4 m above the 16 m height allowed in the CRM zone. However, any changes to the building design and massing to protect the heritage character of Haney House and its ground may change required variances. Any variations from the requirements of the proposed zone will be detailed in the second reading report and require a Development Variance Permit application.

#### **Development Permits:**

Pursuant to Section 8.11 of the OCP, a Town Centre Development Permit application for the Port Haney and Waterfront Precinct is required for this development.

**Advisory Design Panel:**

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

**Development Information Meeting:**

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

**e) Interdepartmental Implications:**

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

- a) Engineering Department;
- b) Operations Department;
- c) Fire Department;
- d) Building Department;
- e) Parks Department;
- f) School District;
- g) Ministry of Transportation and Infrastructure; 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, as required by the *Development Procedures Bylaw No. 5879-1999* as amended:

1. A complete Rezoning Application (Schedule B or Schedule C);
2. A Town Centre Development Permit Application (Schedule D);
3. A Development Variance Permit (Schedule E);

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

## CONCLUSION:

The development proposal is in compliance with the OCP, therefore, it is recommended that Council grant first reading subject to additional information being provided and assessed prior to second reading, especially with respect to the potential impacts and possible mitigations to protect the heritage character of Haney House and its grounds.

“Original signed by Chee Chan”

---

**Prepared by:** Chee Chan  
Planner 1

“Original signed by Christine Carter”

---

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

“Original signed by David Pollock” for

---

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

“Original signed by E.C. Swabey”

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**Concurrence:** E.C. Swabey  
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map

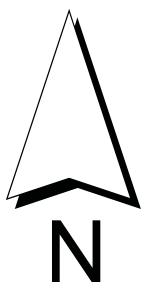
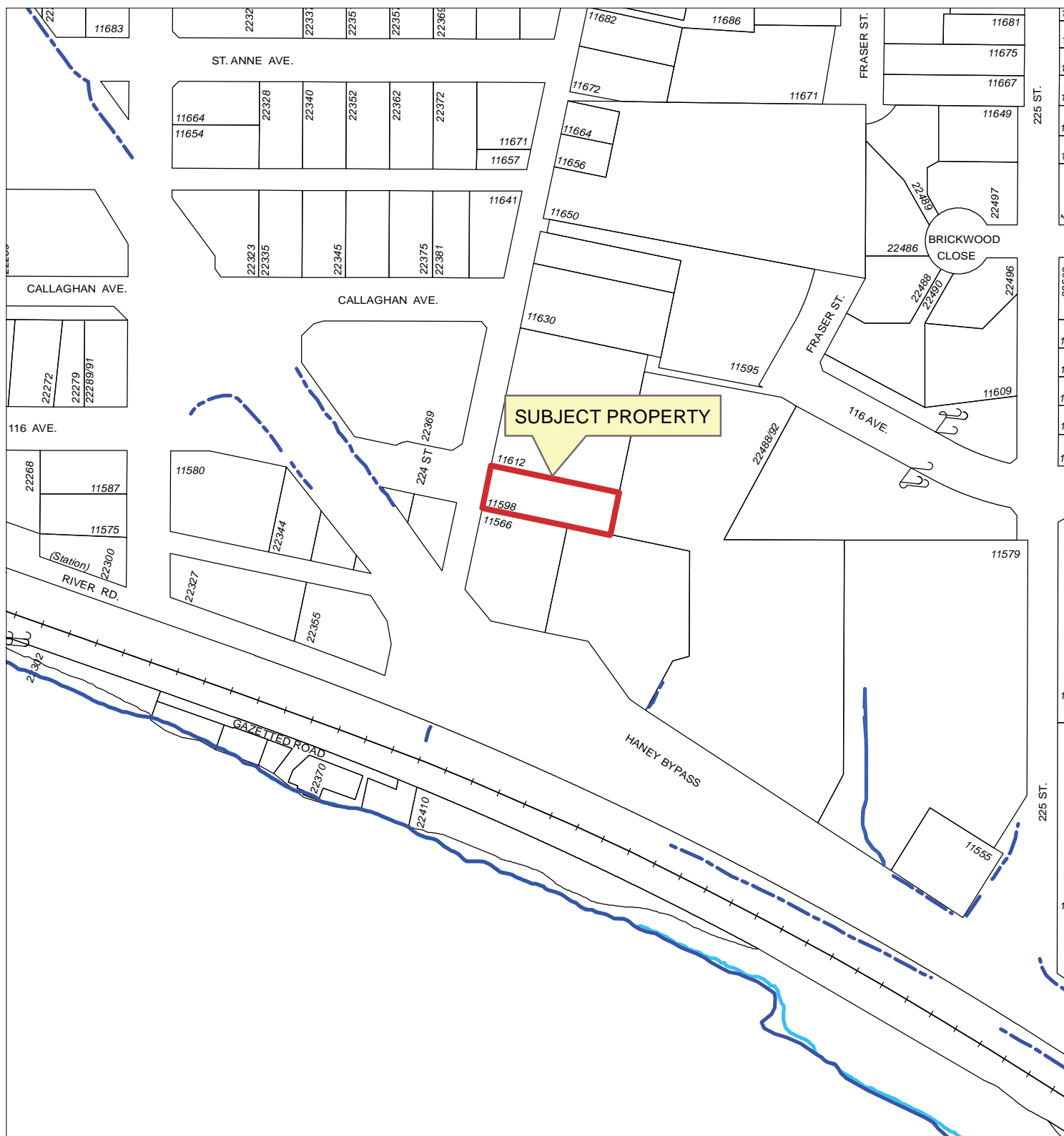
Appendix B – Ortho Map

Appendix C – Zone Amending Bylaw No. 7341-2017

Appendix D – Proposed Site Plan

Appendix E – Preliminary Building Rendering

Appendix F – Excerpt from the Heritage Conservation Plan for Haney House Heritage Site



Scale: 1:2,500

## Legend

- Stream
- Ditch Centreline
- Edge of River
- Indefinite Creek

11598 224 STREET

PLANNING DEPARTMENT



[mapleridge.ca](http://mapleridge.ca)

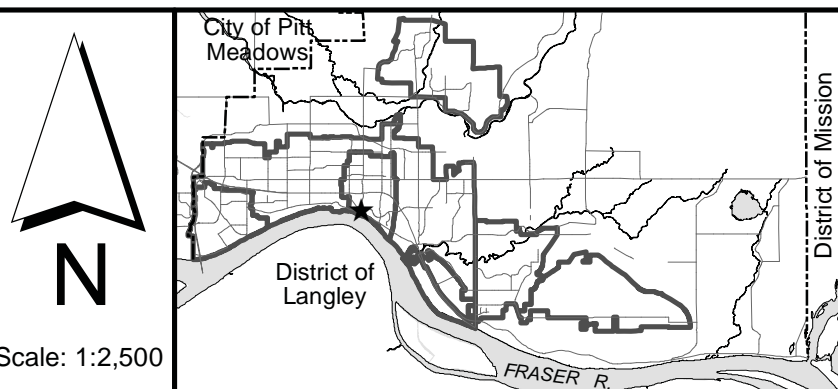
FILE: 2017-088-RZ

DATE: Mar 16, 2017

BY: PC



Aerial Imagery from the Spring of 2016



11598 224 STREET

PLANNING DEPARTMENT



British Columbia  
mapleridge.ca

FILE: 2017-088-RZ

DATE: Mar 16, 2017

BY: PC

## APPENDIX C

## CITY OF MAPLE RIDGE

**BYLAW NO. 7341-2017**

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. 7341-2017."
2. That parcel or tract of land and premises known and described as:

Parcel "Z" (Reference Plan 6755) Lot 4 Block 2 District Lot 398 Group 1 New Westminster District Plan 155

and outlined in heavy black line on Map No. 1714 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to CRM (Commercial/Residential).

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

**READ** a first time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**READ** a second time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**PUBLIC HEARING** held the       day of       , 20

**READ** a third time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**APPROVED** by the Ministry of Transportation and Infrastructure this       day of  
                                 . 20

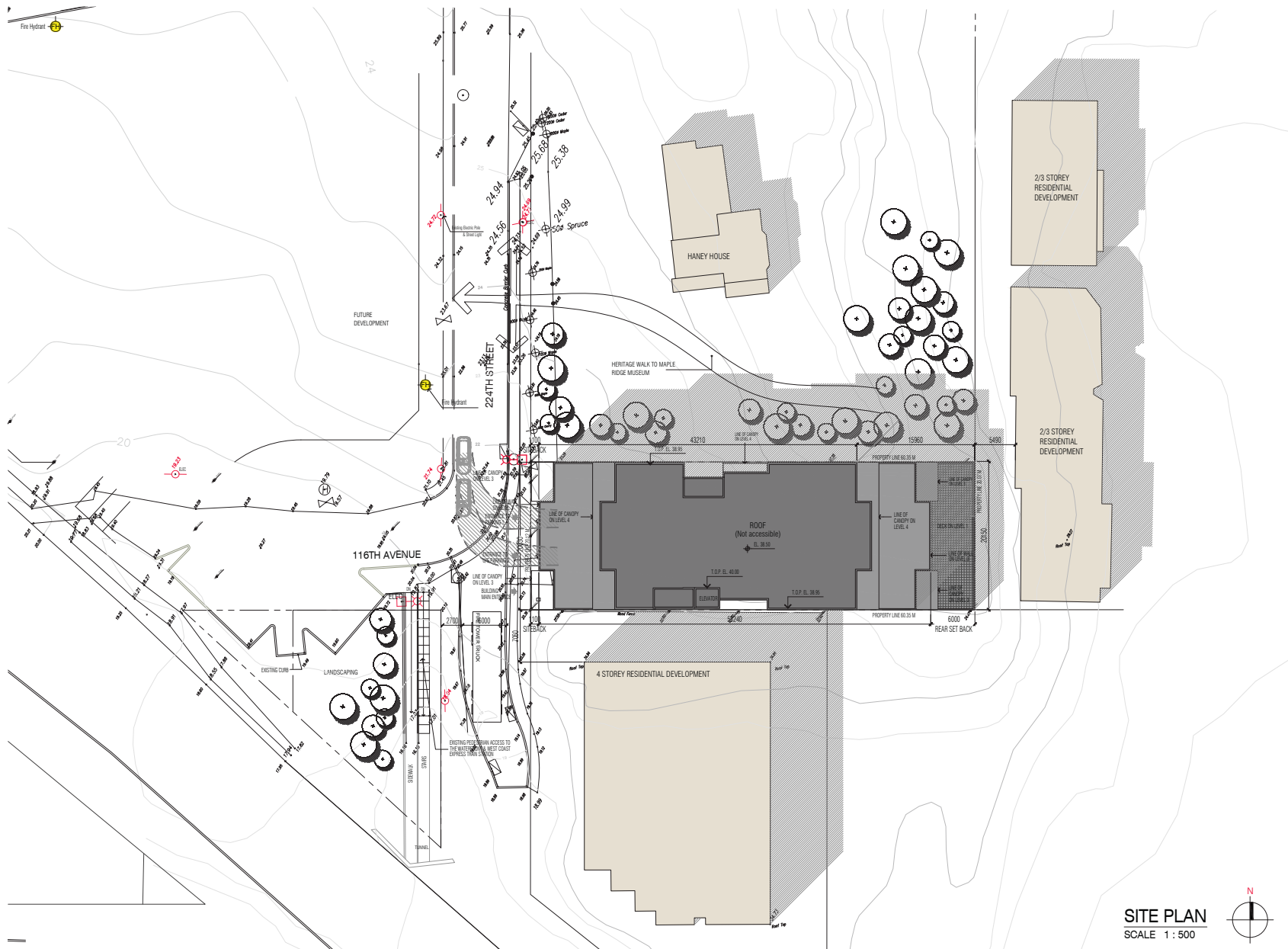
**ADOPTED,** the            day of            , 20

**PRESIDING MEMBER**

CORPORATE OFFICER



# APPENDIX D



240 - 388 West 8th Ave.  
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Tomas Wolf Architect ABC

**studioone**  
architecture inc.

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1 MAR 13, 2017 Issued for Permitting  
no. date description:  
revisions

project title:  
**MAPLE RIDGE-PROPOSED  
RESIDENTIAL DEVELOPMENT**  
11598-224TH STREET  
MAPLE RIDGE, BC

drawing title:  
**SITE PLAN**

project no.: 16020  
drawn by: S.S.  
checked by: JW  
date: MAR 13 2017  
scale: AS NOTED

drawing no.:

**A0.3**

## APPENDIX E





### 3. STATEMENT OF SIGNIFICANCE

**Retrieved from Maple Ridge Community  
Heritage Register**

**Updated November 2008  
[Revised November 2015]**

#### **DESCRIPTION OF HISTORIC PLACE**

Haney House is a two-storey, vernacular wood frame farmhouse with a compound-gabled roof. It is located on its original site on 0.39 hectares. Situated on a prominent rise on the north bank of the Fraser River, the house overlooks the historic Port Haney townsite and the Canadian Pacific Railway. It retains many original features and interior furnishings, and since 1981 has been operated as a municipal museum.

#### **HERITAGE VALUE OF HISTORIC PLACE**

Haney House is an excellent example of an early pioneering settler's house in the District of Maple Ridge, and is valued for its association with Thomas Haney, who was largely responsible for the founding and growth of Port Haney. It also demonstrates the value of the railway to burgeoning towns along the Fraser River in the late 1800s, and the desire of entrepreneurial pioneers to settle near the railway.

Thomas Haney purchased 58.7 hectares of land, and local contractors Daniel Callaghan Jr. and Samuel Edge helped build this house for Thomas and his wife, Annie Haney in 1883. Haney House is a modest farmhouse that has become a symbol of the pioneering spirit and accompanying traditions that founded Maple Ridge; its effigy is located atop the Maple Ridge Coat of Arms (1999).

As the settlement developed, Haney subdivided much of his original acreage and thereby facilitated the growth of Port Haney and the surrounding areas. In 1887, the CPR began regular stops in Port Haney, prompting Haney to subdivide the southwest corner of District Lot 398 to create the townsite of Port Haney, which today is part of downtown Maple Ridge. The subdivision allowed for increased population and amenities near Haney House, and Port Haney became a major hub of commerce and transport along the Fraser River.

The early settlement of Port Haney was centred on the Fraser River, which provided the earliest access before the development of roads through the area. Over time, significant commercial and residential activity occurred and Port Haney became a regional historic transportation hub. Decline set in after the Great Depression and a devastating fire in 1932 that destroyed much of the business centre, causing commercial activity to relocate to the north along the newly opened Lougheed Highway, a make-work project that connected the Fraser Valley communities by road. Port Haney remains as a heritage precinct and a reminder of the early history of the District of Maple Ridge and the development of its original small town centres.

Haney House is important as an indicator of the modest beginnings of the area and because it was the location of many community functions in the budding days of Port Haney. The house is also significant because it provides insight to the domestic life of a family in the late 1800s and demonstrates its consequent evolution until the 1970s. For over one hundred years, three generations of Haney's lived in Haney House and preserved it in its original form, including the daughter of the Haney's, Elizabeth (Haney) Hawley, and her daughter, Mary Hawley Isaac.

The house, contents, and what remained of the original property were donated in 1979 by the Haney family to the District of Maple Ridge to be operated as a museum. The house, contents, and property, including landscape elements such as the historic plantings and the garden design, remain intact.

A further value associated with the donation of Haney House in 1979, its rehabilitation and subsequent opening as a museum was that this was the founding epicentre of the local heritage preservation movement in Maple Ridge. Haney House was the first site in the District of Maple Ridge to receive municipal heritage designation.

## CHARACTER-DEFINING ELEMENTS

The house remains on its original site on a prominent rise facing south towards the Fraser River, and remnants of mature and historic plantings, contemporaneous to the Haney's occupation, still exist on site.

Key elements that define the heritage character of Haney House include its:

- location on a prominent rise above Port Haney;
- residential form, scale and massing, with an irregular floor plan, a compound-gabled roofline and projecting south-facing verandahs and an upper-floor balcony;
- original cedar drop siding;
- replicated double-hung 1-over-1 and 2-over-2 wooden-sash windows;
- verandahs and second floor balcony with reconstructed lathe-turned columns, decorative balustrades and porch brackets;
- replica dairy 'shed' attached to the original house;
- circa 1908-1911 machine-planed wooden flooring and post 1911 cottonwood wainscoting in the dining room and parlour;
- circa 1883 hand-planed wood flooring on second storey; and
- a wide variety of mature plantings including Cedar Trees (*Thuja plicata*); an apple (*Malus domestica*) orchard, climbing roses (*Rosa* sp.) on the veranda, holly (*Ilex aquifolium*), rhododendrons (*Rhododendron* sp.), a mature magnolia (*Magnolia soulangeana*) tree west of the house, Broad Leafed Maples (*Acer macrophyllum*) along the property bordering 224 Avenue, and the 'moss rose' (*Rosa centifolia*) planted in the garden at the front of the house.

## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** First and Second Reading  
Official Community Plan Amending Bylaw No. 7342-2017 and  
Second Reading  
Zone Amending Bylaw No. 7262-2016  
First and Second Reading  
22638 - 119 Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No.  
7346-2017

**MEETING DATE:** June 13, 2017  
**FILE NO:** 2016-240-RZ  
**MEETING:** Council

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### EXECUTIVE SUMMARY:

An application was received to rezone the four subject properties located at 22638 – 119<sup>th</sup> Avenue and 22633 Selkirk Avenue from RS-1 (One Family Urban Residential) to C-3 (Town Centre Commercial), to permit the future construction of three mixed use commercial residential six storey buildings consisting of approximately 2,677 sq. m (28,700 ft<sup>2</sup>) of ground floor commercial and 138 residential units with a minimum of 21 rental residential units; 10% of the residential units shall be adaptive dwelling units secured through a Housing Agreement. This application received first reading of Bylaw No. 7262-2016 on July 25, 2016. The proposed development will have a public art component; public space; daycare facility and market and non-market residential rental units.

This application is one element in a larger four phased development arranged in four (4) separate buildings. Council granted first reading to Zone Amending Bylaw No. 7262-2016 to rezone the properties that constitute phases and considered the early consultation requirements for the Official Community Plan (OCP) amendment on July 26, 2016.

Official Community Plan Amending Bylaw No.7342-2017 (Appendix "C") provides for OCP text amendments and designation boundary changes.

During the time frame between Zoning Amending Bylaw No. 7262-2049 receiving First Reading the proponent has, as a condition of the Purchase and Sales Agreement (PSA) (Appendix "K"), consolidated the subject properties and re-subdivided into 4 lots (Appendix "G"). Lots 2 and 4 are the properties that are subject to this rezoning. Therefore, an amendment to the First Reading Bylaw is required to reflect the new legal descriptions. The location and area of land being rezoned is not changing from the first reading of Bylaw No. 7212-2016.

Rental and Adaptive Housing units are being proposed and secured in accordance with Section 483 of the Local Government Act and secured through 22638–119<sup>th</sup> Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 (Appendix "E"). The units being provided by the applicant for rental in Phase One consist of 4 market rate units and one affordable non-market rate fully accessible unit as described in the BC Building Code. Phase Four consists of 7 affordable non-market rental units. Of these 7 units, 1 unit will be fully accessible as described in the BC Building Code. In addition, ten percent of the residential buildings that are built on the subject properties will be built in accordance with the SaferHome standard for Multi-Storey Residential Towers (as published by the Saferhome Standards Society).

## 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. 7342-2017 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 it be confirmed that Official Community Plan Amending Bylaw No. 7342-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 3) That Official Community Plan Amending Bylaw No. 7342-2017 be given first and second readings and be forwarded to Public Hearing;
- 4) That Bylaw No. 7262-2016, cited as the “Maple Ridge Zone Amending Bylaw No. 7262-2016” be amended by removing and replacing the legal descriptions of all properties in section 2 to reflect their post-consolidation legal descriptions as follows:

Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496

Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496;

- 5) That Bylaw No. 7262-2016, cited as the “Maple Ridge Zone Amending Bylaw No. 7261-2016” be amended by removing and replacing Map “A” in section 3 to reflect the post-consolidated legal plan EPP65496.
- 6) That Zone Amending Bylaw No. 7262-2016 be given first and second reading and be forwarded to Public Hearing;
- 7) That 22638 – 119<sup>th</sup> Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 be given first and second readings.
- 8) 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) Approval from the Ministry of Transportation and Infrastructure;
  - iii) Amendment to Official Community Plan Schedule “A”, Chapter 10.4 Town Centre Area Plan, Schedule 1 – Town Centre Area Land-Use Designation Map;
  - iv) Registration of a geotechnical report as a Restrictive Covenant which addresses the suitability of the site for the proposed development;
  - v) Registration of a Restrictive Covenant which addresses storm/rain water management;
  - vi) Road dedication and truncation as required;
  - vii) Registration a Restrictive Covenant for Public Art;
  - viii) Registration of a Statutory Right-of-Way plan and agreement for public access and emergency access;

- ix) Registration of a Reciprocal Cross Access Easement Agreement for vehicles and pedestrians;
- x) Registration of a Reciprocal Parking Easement Agreement as maybe necessary;
- xi) Registration of a Restrictive Covenant for protecting the Visitor Parking;
- xii) Registration of a Covenant tying each required parking stall to a specific unit which prohibits a future Strata Corporation from reducing the number of parking stalls allocated to each unit and that each tandem parking stall is tied to one unit;
- xiii) Registration of a Restrictive Covenant that the owner developer or Strata Corporation must provide in the budget the cost to maintain the Statutory Right of Way Area for public access and emergency access;
- xiv) If the Director of Waste Management from the Ministry of Environment determines that a site investigation is required based on the submitted Site Profile, a rezoning, development, or development variance permit cannot be approved until a release is obtained for the subject properties;
- xv) 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 property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site;
- xvi) A Traffic Impact Assessment prepared at the sole cost of the proponent to the satisfaction of the City. The findings in the assessment may require the proponent to upgrade infrastructure at their sole cost; and
- xvii) Registration of a Housing Agreement in accordance with Section 483 of the Local Government Act and a Restrictive Covenant stating that a minimum of 7 dwelling units will be restricted to rental units for consisting of market and non market housing; a minimum of ten percent of the dwelling units will be designed and build to comply with SaferHome Standards, and in accordance with Section 3.8.5 Adaptive Dwelling Units of the British Columbia Building Code as amended; one unit must be fully accessible per the BC Building Code; and the rental units will be in perpetuity.

## DISCUSSION:

### 1) Background Context:

Applicant: Falcon Village Joint Venture  
Owner: City of Maple Ridge

Legal Description: Lots 2 and 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

OCP:  
Existing: Medium and High-Rise Apartment  
Proposed: Town Centre Commercial

Zoning:  
Existing: RS-1 (One Family Urban Residential)  
Proposed: C-3 (Town Centre Commercial)

Surrounding Uses:

North:	Use:	One and Two Family Residential
	Zone:	RS-1 (One Family Residential), RM-1 (Townhouse Residential)
	Designation:	Medium and High-Rise Residential
South:	Use:	Commercial, Off-Street Parking
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial
East:	Use:	Vacant, under application 2016-115-DP
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial
West:	Use:	Mixed-Use Residential and Commercial
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial

Existing Use of Property:	Vacant
Proposed Use of Property:	Mixed Use Multi-Family and Commercial
Site Area:	0.8 Ha (2 acres)
Access:	227 <sup>th</sup> Street
Servicing: Urban or Rural Standard	Urban Standard
Companion Applications:	Development Permit No. 2016-240-DP and 2016-240-VP

### 2) Background:

On December 15, 2010, the City of Maple Ridge acquired 14 properties located between 226<sup>th</sup> and 227<sup>th</sup> Streets to the east and west and 119<sup>th</sup> Avenue and Selkirk Avenue to the north and south, comprising of 1.23 ha. (3.04 acres). The Town Centre Plan designates the nine (9) properties zoned RS-1 as Medium and High-Rise Apartment and the five (5) properties zoned C-3 as Town Centre Commercial.

To the west of the subject properties along 226<sup>th</sup> Street there are two existing buildings zoned C-3 (Town Centre Commercial). These two buildings were developed earlier by Falcon Homes. These buildings consist of commercial on the ground floor with four storeys of residential above. The land use of the properties that are subject to this application will be a continuation of this existing development.

The City issued a Request for Proposal (RFP) in October 2014 for the potential sale and development of the subject properties. The RFP required a conceptual design for the project with the following Development Concept principles and guidelines for a mix used commercial and residential development to be included in the response to the proposal. Falcon Homes is the successful proponents and has fulfilled those requirements that are detailed below:

- Enhancement of the Civic Core as the "heart" of the Town Centre with increased residential density coupled with open space for public gatherings and cultural activities;
- Creation of a pedestrian –orientated, ‘corridor’ between Haney Place and Valleyfair Malls featuring boutique-style commercial, professional and retail shopping options and opportunities;
- Provisions of climate appropriate landscaping and green features and maintenance of street interconnectivity;
- The reference of traditional architectural styles and capitalization of important view corridors;
- Demonstration that LEED™ standard (or equivalent) mixed-use developments can be successfully and profitably executed in the Maple Ridge Town Centre; and
- Consideration of the inclusion of a mix of affordable rental and/or special needs housing options.

In April of 2015, Council directed staff to proceed with discussions with the Falcon Homes. On July 20, 2015, Council approved the Business Terms and Conditions that staff had negotiated with Falcon Homes. On August 31, 2015, City Council approved the Purchase and Sale Agreement and in accordance with Section 91 and 94 of the *Community Charter Act* which requires Public Notification when a Local Government intends to dispose of land. Therefore, notice was placed in the Maple Ridge News on September 4 and 9, 2015, to fulfill the *Community Charter Act* requirement for notification. At the Council meeting of September 14, 2015 Council directed staff to complete the Purchase and Sale Agreement for the subject properties with Falcon Homes. The Purchase and Sale Agreement includes amenities that will be required at specific stages in the development of the project.

Council on February 14, 2017 authorized the issuance of Development Permit 2016-115-DP to permit the construction of a six storey mixed-use building with ground floor commercial with 44 residential units referred to as Phase One which was already zoned C-3 (Town Centre Commercial).

Council also authorized the issuance Development Variance Permit 2016-115-DVP on February 14, 2017 to the vary specific elements of the C-3 zone for the 3 northern properties which form part of the group of 5 properties that are already zoned C-3 (Town Centre Commercial) Phase One (Appendix "H").

The City has issued a License To Occupy to Falcon Homes for Phase One pending the completion of the Sales and Purchase Agreement for the 14 properties.

The City has closed the lane and consolidated the lane with the 14 properties and then subdivided this consolidated plan to create 4 new lots. Lots 2 and 4 are the properties that are subject to this rezoning application (Appendix "F").

### 3) Project Description:

The subject properties under application are part of a four phased development project which includes a total of five mixed-use buildings varying in height from five to six storeys, with a total residential yield of 215 units and approximately 4,693 m<sup>2</sup> (50,512 ft<sup>2</sup>) of commercial floor space.

The phase one building is currently under construction and the land is zoned C-3 (Town Centre Commercial) the land for phased two and four are zoned RS-1 (One Family Urban Residential) which does not allow apartment or commercial as permitted uses; therefore the proponent has applied to rezone them to C-3 (Town Centre Commercial) which permits both of those uses. The chart below details the rezoning proposal that is subject of this application.

<b>Summary of Development Phase Two and Four</b>		
Phase	Phase Two	Phase Four
Amenity Spaces and Public Art as part of rezoning	Yes	Yes
Child Care Centre (Phase Four)	No	Phase Four -The proponent will construct a daycare space within one of the commercial retail units of at least 1,615 sq. ft. of indoor space (not including bathrooms and hallways) and 996 sq. ft. of exclusive use of outdoor space for use as a 25 –child daycare. This has been secured with a Restrictive Covenant as a condition of the Sale of the property to proponent.
Rental Housing/ Affordable and Market	Yes	Yes
Total number and type of Affordable and Market Housing	Phase Two - 4 Rental Units broken down as follows: <ul style="list-style-type: none"> <li>➤ 3- one bedroom units, rented at market rate, and</li> <li>➤ 1-three bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.</li> </ul> *In the Housing Agreement for the non-market units, rent will be set at a maximum of 30% of average household incomes ( as published by BC Housing or Stats Canada) * Secured via a Restrictive Covenant that was part of Sale of the property by the City.	Phase Four – 7 affordable non-market units broken as follow: <ul style="list-style-type: none"> <li>➤ 3 – two bedroom units, rented at affordable non-market rate, and</li> <li>➤ 4 – one bedroom units, rented at affordable non – market rate, with 2 of theses being fully accessible as described in the BC Building Code.</li> </ul> *In the Housing Agreement for the non-market units, rent will be set at a maximum of 30% of average household incomes ( as published by BC Housing or Stats Canada) *Secured via a Restrictive Covenant that was part of Sale of the property by the City (Appendix "M").
Residential Units	59 Units	79 Units
Commercial Units with total combined floor area	13 CRU (14,518 sq.ft.)	13 CRU (18,496 sq.ft.)
Height of Buildings	6 storeys above ground and 2 storeys of parking below ground.	5 storeys above ground and 2 storeys of parking below ground.

Phase three is also zoned C-3 (Town Centre Commercial) and requires a Town Centre Development Permit, Civic Core Precinct, that has not been applied for at this point.

The form and character of the development will continue the building material form massing; style and colour scheme from the existing buildings on 226 Street, with some variation in material and colour to maintain visual interest.

The comprehensive development plan includes an underground parkade spanning the balance of the city block that will serve all future buildings. Two ramps to the underground parking structure will be accessed from the internal lane, similar to the existing design for buildings located on 226 Street. Building and parkade construction will occur in four phases, beginning in the north-east corner and ending with the buildings along Selkirk Avenue. Appendix "G" illustrates the sequencing of each phase.

Both the Town Centre Area Plan guiding principles and design guidelines speak to new developments that create a pedestrian-friendly design and enhanced public spaces that ensure an attractive, distinctive and vibrant centre. The developer has incorporated a central public plaza integrated with some surface parking within the centre of the block (Phase two and four) that provides landscaped green spaces, public art, seating areas, water features and routes for non-motorized transportation (emergency vehicles access is permitted - Appendix "L"). Additionally, the pedestrian realm also extends around the perimeter of the site along 119 and Selkirk Avenues, and 227 Street. Canopies and arcades will provide weather protection, and new pedestrian amenities including bike lock-ups, benches, street lighting and landscaping will be installed.

#### **4) Planning Analysis:**

##### **i) Official Community Plan:**

The overall development site is located in the Civic Core Precinct of the Town Centre Area Plan; and is designated Town Centre Commercial and Medium and High-Rise Residential. The properties subject to this rezoning application are currently designated Medium and High-Rise Residential.

The Town Centre Area Plan explains that the Medium and High-Rise Residential land use designation is intended for an apartment form that is a minimum of six storeys with residential parking provided underground. Ground level units are encouraged to have private exterior entrances in addition to entrances via the internal hallway.

The Medium and High-Rise Residential land use designation aligns with the RM-3 (High Density Apartment) and RM-6 (High Density Apartment Residential) zones, which are multi-family zones. The applicant's proposal to include ground floor commercial is not permitted in either the RM-3 (High Density Apartment) or RM-6 (High Density Residential) zones. The applicant is seeking an OCP amendment from Medium and High-Rise Residential to Town Centre Commercial to enable the use of the C-3 (Town Centre Commercial) zone. The C-3 (Town Centre Commercial) zone allows both residential and commercial uses.

There are eight sustainability guiding principles listed in the Town Centre Area Plan. The re-development of the subject properties in conjunction with land to the east endeavours to realize each of these principles, which are:

- Each neighbourhood is complete
- Options to use of cars exist
- Work in harmony with natural systems

- Buildings and Infrastructure are greener and smarter
- Housing serves many needs
- Jobs are close to home
- The centre is attractive, distinctive and vibrant
- Everyone has a voice.

The location of the development site in close proximity to the transit exchange and the proposed mix of uses make transportation alternatives viable. Additionally, the applicant's proposal to provide residential units on the housing continuum and to use LEED certified building standards are also aligned with area plan goals. The following Town Centre Area Plan policies guide development of the subject properties:

Policy 3-1 states that "an increase in residential and commercial density is encouraged in the Town Centre, particularly within the Central Business District (see Figure 2 for boundaries of CBD). Land use should include a mix of housing types catering to various demographics, including affordable and special needs housing, within walking distance to a broad mixture of uses, including shops, services, cultural facilities, and recreation."

Policy 3-14 states "creating public outdoor meeting spaces will be encouraged in appropriate locations within the Central Business District and may take the form of urban squares, plazas, courtyards, or passageways between buildings. These areas will be landscaped with trees and plants that will attract birds and insects and also provide seating areas for people to rest, reflect, or meet and visit with others. Incorporating public art into these spaces will be encouraged."

Policy 3-16 states that the "principles of CPTED (Crime Prevention through Environmental Design) should be applied, particularly to the internal spaces and finishing of all parking garage structures."

OCP Amendment Justification:

The change in land use from Medium and High-Rise Residential to Town Centre Commercial allows for a mixed-use development with a broad range of uses. The Town Centre Commercial land use designation is a predominant designation in the Civic Core Precinct, whereas the Medium and High-Rise Residential is limited to 13 properties, nine of which are proposed to be amended through this rezoning application. Lands to the east, west, and south of the subject properties are currently designated Town Centre Commercial and will have a complementary interface with the subject development. Lands on the north side of 119 Avenue are designated Medium and High-Rise Residential; however, as both land uses are similar in height and use, the OCP amendment is not anticipated to be a significant departure from the current land use. The OCP amendment is anticipated to create a more integrated and connected retail district that creates a continuation of shops and services between the existing Haney Place and Valley Fair malls.

### 3.2 Affordable, Rental and Special Needs Housing

The Official Community Plan Chapter 3, Neighborhoods and Housing identify several issues one of these issues is housing affordability. Housing affordability is of particular concern for both homeowners and renters living in the community with almost one-quarter of homeowners considered to be in Core Housing Need. Core Need is a term used by senior government to determine eligibility for social housing subsidies. A household is considered to be in core need when appropriate housing costs more than 30% of its gross income in shelter costs (either rent or mortgage payments). Housing affordability is also an issue for renters, where 34% are spending in excess of 30% of their gross income on housing. The percentage of residents spending greater than 30% of

gross income on housing is an issue of concern because it's an indicator that these residents have less disposable income available for other basic needs, such as food, transportation, clothing, recreation and leisure. In Canada, housing is considered affordable if shelter costs account for less than 30 per cent of before-tax household income as defined by the Canada Mortgage and Housing Corporation (CMHC). However, the City of Maple Ridge Housing Action Plan further defines affordable housing as follows: Affordable housing is housing that is adequate in standard and does not cost so much that individuals and families have trouble paying for other necessities such as food, health, and transportation on an ongoing basis.

In order to address housing affordability, rental and special needs housing the OCP encourages these provision through the policies detailed below.

*Policy 3-30 "Maple Ridge will consider density bonus as a means of encouraging the provision of affordable, rental and special needs housing, and amenities."*

*Policy 3-31 "Maple Ridge supports the provisions of rental accommodation and encourages the construction of rental units that vary in size and number of bedrooms. Maple Ridge may also limit the demolition or strata conversion of existing rental units, unless District-wide vacancy rates are within a healthy range as defined by the Canada Mortgage and Housing Corporation."*

*Policy 3-32 "Maple Ridge supports the provisions of affordable, rental and special needs housing throughout the District. Where appropriate, the provision of affordable, rental, and special needs housing will be a component of area plans."*

*Policy 3-33 "Maple Ridge will encourage housing that incorporates "age-in-place" concepts and seniors housing designed to accommodate special needs."*

#### Maple Ridge Housing Action Plan

*Maple Ridge's vision and commitment towards housing is encompassed in this statement contained in the Maple Ridge Housing Action Plan (MRHAP):*

*"Access to safe, affordable, and appropriate housing that meets the diverse and changing needs of the community is a priority."*

The proponent has supported these policies with the provision of rental housing market and non-market secured through 22638 – 119<sup>th</sup> Avenue and 22633 Selkirk Avenue Housing Agreement. (Appendix "E")

#### **ii) Zoning Bylaw:**

The subject property is proposed to be rezoned to C-3 (Town Centre Commercial). Except for the variances being sought, a preliminary review of the proposed buildings and associated parking indicates that the proposal complies with applicable provisions of the Zoning Bylaw and parking regulations. A concurrent development permit application proposes to vary the provisions of the Zoning Bylaw as follows:

- Section 703 (7) (b) is proposed to be varied from a minimum above the third storey of a building, the distance from side lot lines shall be not less than 4.5 m to zero. This will create the appearance of a uniform building design for the entire city block.

- Section 703 (7) (a) is proposed to be varied from where the building is used for apartment use above the second storey, the distance from the front and rear lot lines above the second storey shall be not less than 7.5m to 0.5 m. The proposed variance will create a strong building orientation to the street and reduce the tier distance between floors.
- Tandem parking configuration for level 2 parkade.

In addition, to the proposed variances to the Zoning Bylaw a variance to the Off Street Parking and Loading Bylaw is proposed as follows:

- Section 4.1 (iv) is proposed to be varied by permitting C-3 (Town Centre Commercial) zone may have obstructed access where the primary parking space is a carport or garage and the obstruction is an intervening parking stall.

### **iii) Off-Street Parking and Loading Bylaw:**

The applicant has provided two levels of underground parking that will be accessible from the Phase one underground parking structure. 34 commercial parking spaces are provided at grade, with the balance of parking spaces provided on two levels of underground parking. The subject application qualifies for the reduced parking standards of the Central Business District some limited street parking will also be available on the streets surrounding the site. The parking ratios are as follows:

#### **Residential:**

1 bedroom unit = 1.0 space per unit

2 bedroom unit = 1.0 space per unit plus 0.1 per additional bedroom

3 bedroom unit = 1.0 space per unit plus 0.2 per additional bedroom

Plus 0.1 visitor parking spaces per unit due to on-street parking availability

#### **Commercial:**

Small retail less than 300m<sup>2</sup> = 1 space per 100m<sup>2</sup>

Based on the above ratios, Phase 2 requires 70 residential parking spaces plus 3 visitor parking spaces and Phase 4 requires 84 and 4, respectively. Additionally, Phase 2 requires 12 commercial parking spaces and Phase 4 requires 16. The developer has allocated a surplus of residential and commercial parking based on the anticipated demands. It is noted that the residential parking spaces on the lower parkade are in a tandem configuration that will require a restrictive covenant to ensure that the parking space for both spaces in the 57 tandem configured spaces are allocated to the same residential unit. The applicant has provided the following vehicle and bike parking spaces:

#### **Phase 2:**

- 162 residential spaces (which includes the 33 tandem parking stalls)
- 12 residential visitor parking spaces
- 33 commercial spaces (16 underground and 17 on the surface)
- 15 long term residential bike parking spaces
- 18 short term residential bike parking spaces
- 2 long term commercial bike parking spaces
- 5 short term commercial bike parking spaces

#### **Phase 4:**

- 192 residential parking spaces (which includes the 24 tandem parking stalls)
- 11 residential visitor parking spaces
- 48 commercial spaces (32 underground and 16 on the surface)
- 20 long term residential bike parking spaces
- 24 short term residential bike parking spaces

- 3 long term commercial bike parking spaces
- 7 short term commercial bike parking spaces

Long term bike parking is provided in the underground parking structure, while short term bike parking for the residential and commercial units will be provided outside. Long term commercial bike parking spaces for employees is also provided.

**iv) Housing Agreement:**

In conjunction with the rezoning and OCP amendment the applicant will be entering into a housing agreement which is a requirement under the Section 219 Covenant that is registered against the subject properties. This 219 covenant was a condition that the City required of the applicant when entering into a Sales and Purchase agreement to sell the subject properties to the applicant (Appendix "M").

22638 – 119<sup>th</sup> Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 is attached in its draft form (Appendix "E"). This agreement is undergoing legal review by the City and the applicant's legal advisers and is expected to be in its final form to be available for the public to fulfill the requirements of the Local Government Act with respect to information relied upon for the Public Hearing. A housing agreement is not subject to a Public Hearing, but needs to be adopted via a bylaw. The draft agreement contains the following provisions:

- A minimum of 7 units will be a mixture of market and non- market rentals as outlined earlier in this report;
- These units must be rental units in perpetuity;
- One of these units must be fully accessible as defined in the BC Building code; and
- 10 percent of residential buildings will be built in accordance with SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standard Society.

**v) Development Permits:**

Pursuant to Section 8.11 of the OCP, a Town Centre Development Permit application is required for all multi-family residential, flexible mixed use and commercial development located in the Town Centre. This proposal is subject to the following Key Guideline concepts of the Civic Core Precinct:

1. Promote the Civic Core as the "heart" of the Town Centre
2. Create a pedestrian-oriented, boutique style shopping district
3. Reference traditional architectural styles
4. Capitalize on important views
5. Enhance existing and cultural activities and public open space
6. Provide climate appropriate landscaping and green features
7. Maintain street interconnectivity

**Key Guidelines:**

The following is a brief description and assessment of the proposal's compliance with the applicable Key Development Permit Guidelines:

1. *Promote the Civic Core as the "heart" of the Town Centre*

The location of the subject development will strengthen connectivity between the two existing malls in the Town Centre and will create an attractive realm for pedestrians to move around the Town Centre between these two major destinations.

2. *Create a pedestrian-oriented, boutique style shopping district*

The developer has incorporated a central public plaza integrated with some surface parking within the centre of the block that provides landscaped green spaces, public art, seating areas, water features and routes for non-motorized transportation. Additionally, the pedestrian realm also extends around the perimeter of the site along 119 and Selkirk Avenue. Canopies will provide weather protection, and new pedestrian amenities including bike lock-ups, benches, street lighting and landscaping will be installed.

3. *Reference traditional architectural styles*

Bricks will be a prominent construction material used, which reflect traditional materials in the area.

4. *Capitalize on important views*

Phase two north facing building is oriented towards the mountains to maximize views.

5. *Enhance existing and cultural activities and public open space*

A new open space is proposed with the subject application, which facilitates a range of uses by residents, commercial customers, and the public.

6. *Provide climate appropriate landscaping and green features*

A variety of landscaping and green features are provided in the middle of the development site, as well as on the roof decks.

7. *Maintain street interconnectivity*

The lane running east-west through the city block will be maintained and reinforced as a pedestrian connection. Vehicular traffic will be limited in the middle portion of the lane, further enhancing the space for public use.

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 February 14, 2017 (see Appendix "I" and "J")

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

*That the following concerns be addressed and digital versions of revised drawings and memos be submitted to Planning staff; and further that Planning staff forward this on to the Advisory Design Panel for information.*

1. *Use different colours of pavers.*
2. *Consider using the same material to connect from 119th to Selkirk.*
3. *Provide a landscape design in the detention ponds to accommodate programs for all seasons.*
4. *Consider having amphitheater style seating into the detention ponds.*
5. *Consider an active water feature for summer use.*
6. *Eliminate bollards and introduce pedestrian scale decorative light columns.*
7. *Coordinate with the City for the public art installation.*
8. *Consider minimum 2 inches of pour in place rubber for and use a variety of colours for daycare play area.*
9. *Improve accessibility to and circulation within patios where possible.*
10. *Provide different laundry room layout.*
11. *Accentuate each residential entrance with its distinct canopy or port cochere.*
12. *Provide gateway or way finding at entrance to the courtyard.*

13. *Consider varying silhouette at the roofline.*
14. *Provide variation of hardie and brick colour to achieve a rhythm at the elevations.*
15. *Provide indoor amenity area / multi-purpose space where possible, such as in the vicinity of the residential lobbies.*
16. *Consider further details in regards to the operative details of windows and the partition between patios.*
17. *Provide a side light to all elevator lobbies.*
18. *Explore additional requirements for adaptive units to comply with SaferHOME Standards and Section 3.8.5 of BC Building Code (adaptable dwelling units).*

The ADP concerns have been addressed and are reflected in the current plans. A detailed description of how these items were 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 on February 16, 2017. Fourteen people attended the meeting. A summary of the main comments and discussions with the attendees was provided by the applicant and include the following main points:

- Residents from the building to the west were concerned about the height of the proposed buildings;
- The use of the proposed courtyard; and
- Is there sufficient parking?

The following are provided in response to the issues raised by the public:

- The proposed buildings are consistent with the existing buildings to the west.
- The proposed court yard will be available for use by the public. A statutory right of way is being registered over portions of the property to allow for the public to use and access the court yard. (Appendix "L")
- The applicant has proposed sufficient parking to fulfill the parking requirements.

**5) Environmental Implications:**

The applicant has been working with the Environmental Section of the Planning Department to replace the street trees that have been removed as part of Phase One.

**6) Traffic Impact:**

As the subject properties are located within 800 metres of the Lougheed Highway, a referral has been sent to the Ministry of Transportation and Infrastructure. The City has requested a traffic impacts assessment (TIA). This TIA will be undertaken by the applicant's Traffic Engineer at their sole cost and reviewed for acceptance by the City before third reading.

**7) Interdepartmental Implications:**

**i) Engineering Department:**

Comments from Engineering have identified some off site requirements associated with this project. These include upgrades to the roads; curb and sidewalk; extensions to the storm sewers; review and modeling of the downstream capacity of the sanity sewer; upgrades to the watermain; installation of

street lights, and the usual requirements for a servicing agreement, geotechnical and other legal instruments.

The applicant has been provided with a copy of the Engineering comments. Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and the security are required for this application.

**ii) Building Department:**

Comments from Building area related to BC Building Code requirements and will be dealt with at the Building Permit stage.

**iii) Fire Department:**

The Fire Department has provided comments that details requirements for the construction of the building. The applicant will need to address these details through the Building Permit.

**8) 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 January 13, 2017 and the response received from the School District stated that the properties are located within the Eric Langton Elementary and Thomas Haney Secondary School catchment areas. Eric Langton Elementary school is operating at 102.2% utilization. Thomas Haney Secondary School is operating at 91.5% utilization.

**9) 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, is to redesignate the land use(s) from Medium and High-Rise Residential to Town Centre Residential, 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 granted to both Maple Ridge Official Community Plan Amending Bylaw No. 7342-2017, to designate the subject properties from Medium and High-Rise Residential Designation to Town Centre Commercial Designation, as well as, to 22638 – 119<sup>th</sup> Avenue and 22633 Selkirk Avenue Housing Agreement Housing Agreement Bylaw No. 7346-2017. That Zone Amending Bylaw No. 7262-2016 be amended by removing and replacing the legal descriptions of all properties in section 2 to reflect their post-consolidation legal descriptions as follows:

Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496  
Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

and then be given second reading. That that Maple Ridge Official Community Plan Amending Bylaw No. 7341-2017 and Zoning Amending Bylaw No. 7262-2016 be forwarded to Public Hearing.

“Original signed by Wendy Cooper”

---

**Prepared by:** Wendy Cooper, MCIP, RPP  
Senior Planning Technician

“Original signed by Christine Carter”

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

“Original signed by Christine Carter” for

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

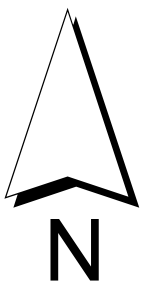
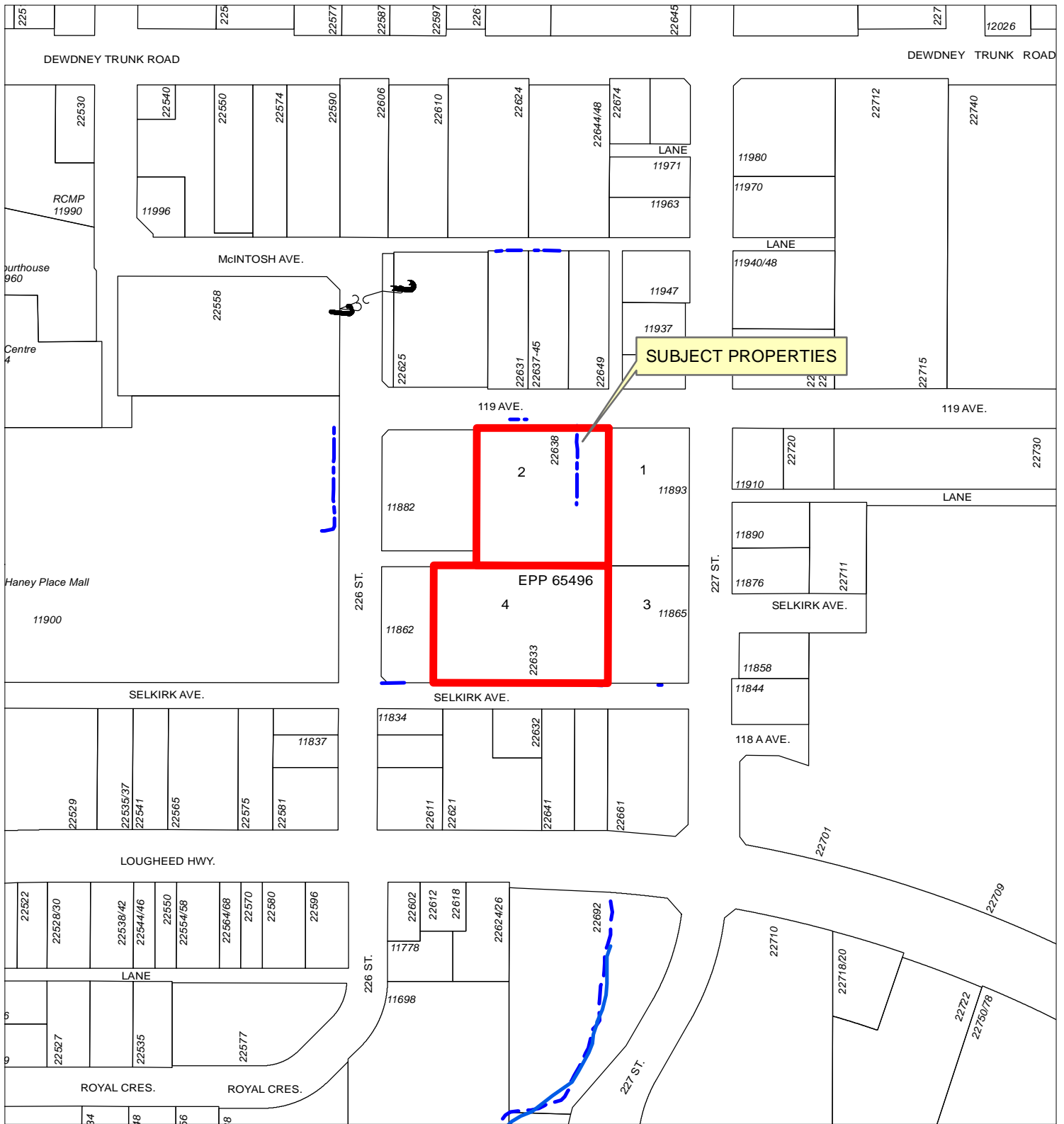
“Original signed by E.C. Swabey”

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**Concurrence:** E.C. Swabey  
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map  
Appendix B – Ortho Map  
Appendix C – OCP Amending Bylaw No. 7342-2017  
Appendix D – Zone Amending Bylaw No. 7262-2016  
Appendix E – 22638–119<sup>th</sup> Avenue and 22633 Selkirk Avenue Housing Agreement  
Bylaw No. 7346-2017  
Appendix F – Subdivision Plan EPP65496  
Appendix G – Phasing Plan  
Appendix H – Site Plan  
Appendix I – Building Elevation Plans  
Appendix J – Landscape Plan  
Appendix K – Purchase and Sales Agreement  
Appendix L – Statutory Right of Way of the Sales & Purchase Agreement  
Appendix M – 219 Covenant of the Sales



Scale: 1:2,500

## Legend

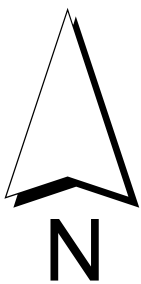
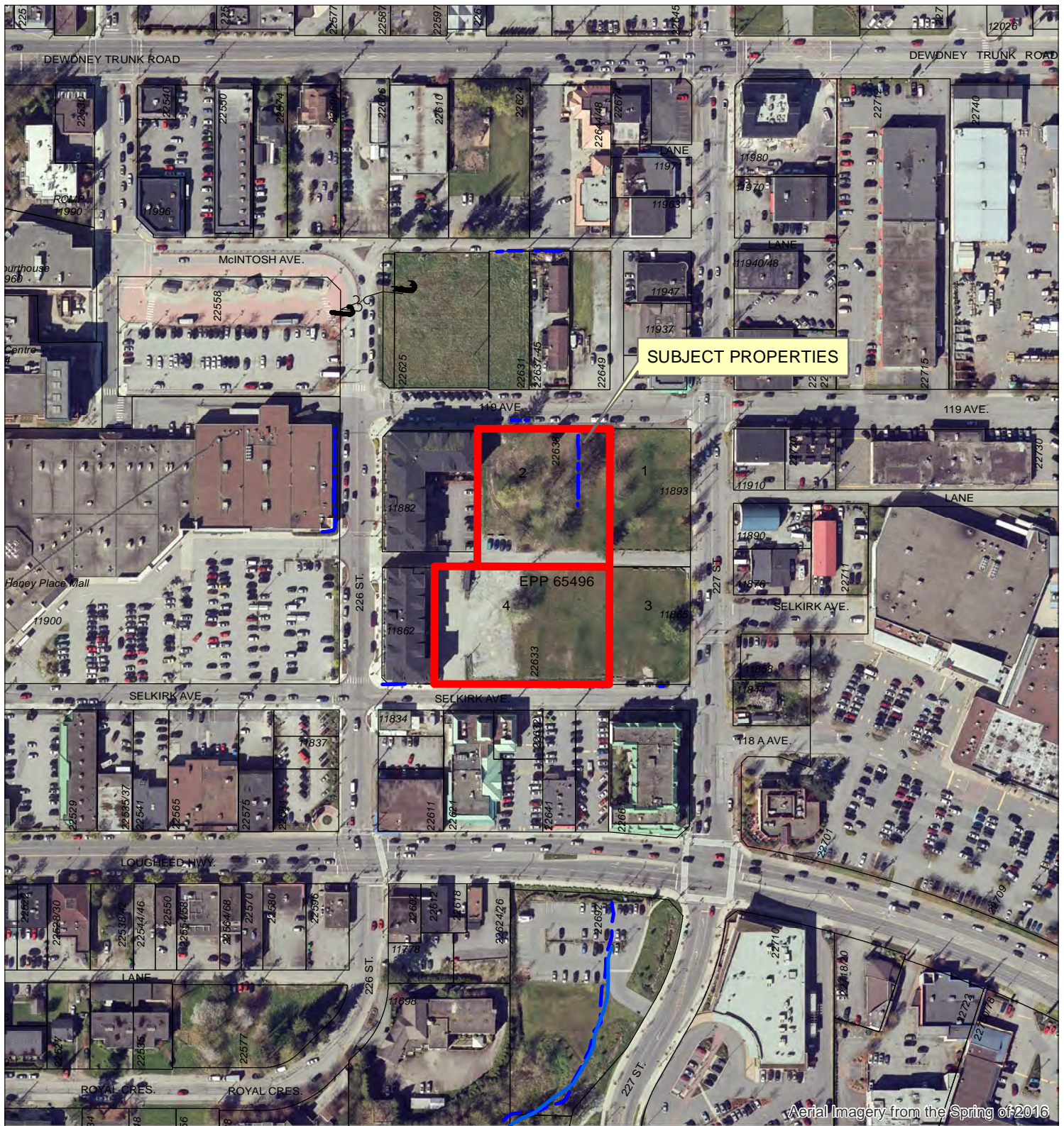
- Stream
- - - - - Ditch Centreline
- . . . . . Indefinite Creek

22638 119 Ave. and  
22633 Selkirk Ave.

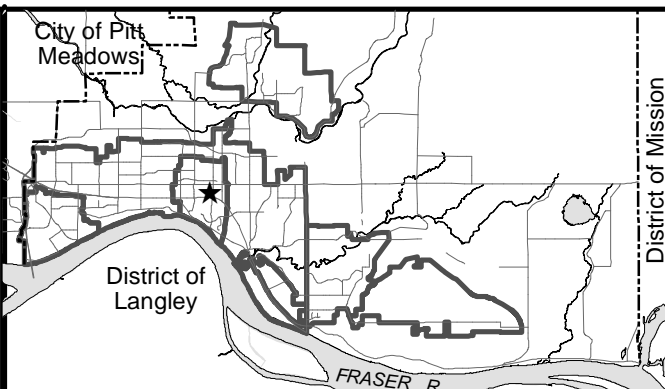


FILE: 2016-240-RZ  
DATE: Jun 7, 2017

BY: DT



Scale: 1:2,500



22638 119 Ave. and  
22633 Selkirk Ave.



FILE: 2016-240-RZ  
DATE: Jun 7, 2017

BY: DT

**CORPORATE OFFICER**



# APPENDIX D

## CITY OF MAPLE RIDGE

### BYLAW NO. 7262-2016

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. 7262-2016."

2. Those parcel (s) or tract (s) of land and premises known and described as:

Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496

Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

and outlined in heavy black line on Map No. 1685 a copy of which is attached hereto and forms part of this Bylaw, are hereby rezoned to C-3 (Town Centre Commercial).

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

**READ** a first time the 26<sup>th</sup> day of July, 2016.

**READ** a second time the            day of            , 20

**PUBLIC HEARING** held the            day of            , 20

**READ** a third time the            day of            , 20

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

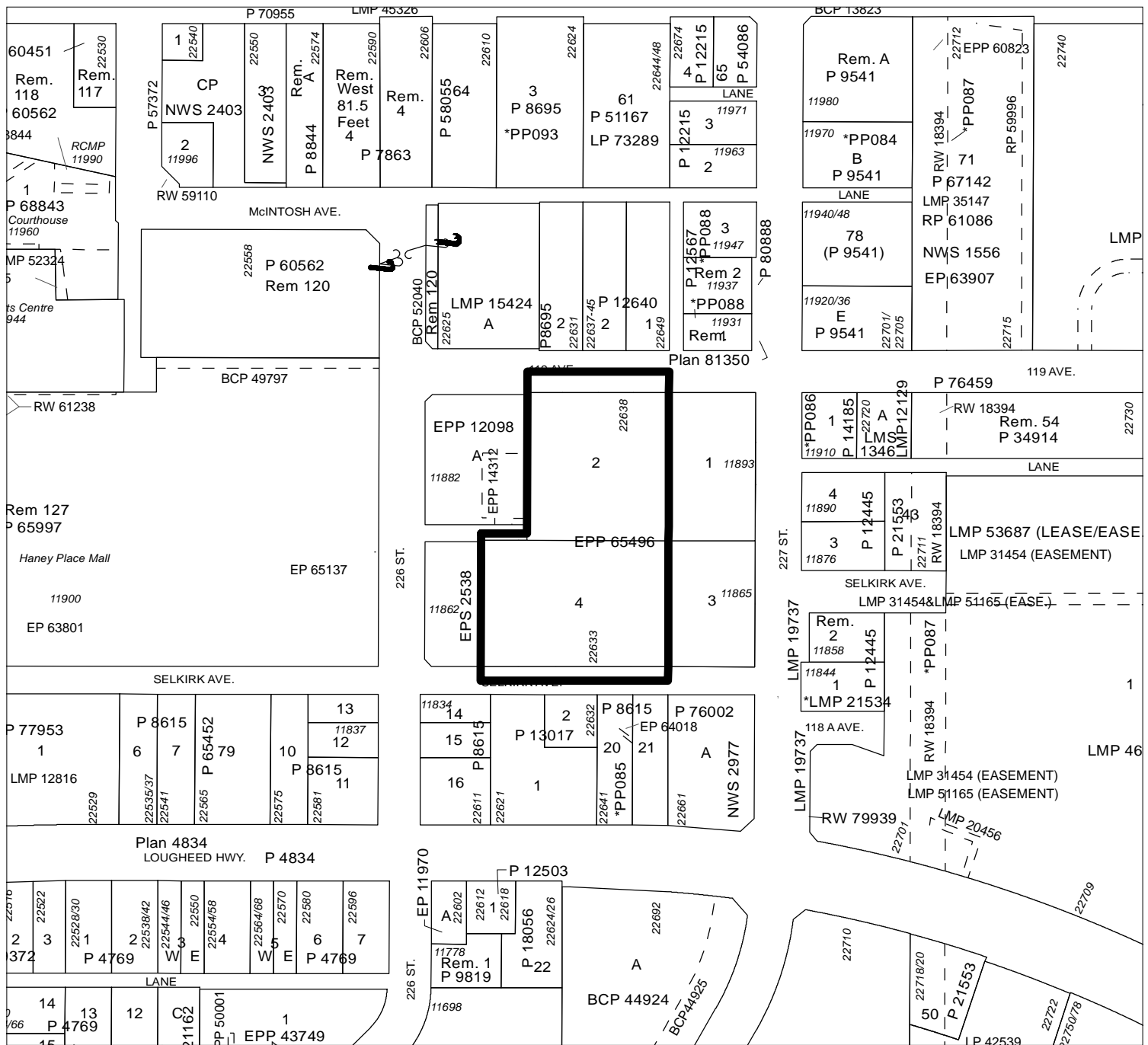
**ADOPTED**, the            day of            , 20

---

PRESIDING MEMBER

---

CORPORATE OFFICER



# MAPLE RIDGE ZONE AMENDING

Bylaw No. 7262-2016

Map No. 1685

From: RS-1 (One Family Urban Residential)

To: C-3 (Town Centre Commercial)



SCALE 1:2,500

## CITY OF MAPLE RIDGE BYLAW NO. 7346-2017

A Bylaw to authorize the City of Maple Ridge to enter into a Housing Agreement for 22638 – 119<sup>th</sup> Avenue and 22633 Selkirk Avenue.

---

**WHEREAS**, pursuant to Section 483 of the Local Government Act, R.S.B.C. 1996, c. 323, as amended, Council may, by bylaw, enter into a housing agreement under that Section

**AND WHEREAS**, the Municipal Council of the City of Maple Ridge, and Falcon Village Developments Ltd. (BC1106937) wishes to enter into a Housing Agreement for the subject properties at 22638-119<sup>th</sup> Avenue and 22633 Selkirk Avenue.;

**NOW THEREFORE**, the Municipal Council of the Corporation of the City of Maple Ridge, in open meeting assembled, **ENACTS AS FOLLOWS**:

1. This bylaw may be cited as “22638-119<sup>th</sup> Avenue and 22633 Selkirk Avenue Housing Agreement Housing Agreement Bylaw No. 7346-2017”.
2. By this Bylaw Council authorizes the City to enter into a Housing Agreement with Flacon Village Developments Ltd (BC1106937), in respect to the following lands:

Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496  
Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms par of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

**READ** a first time the       day of       , 2017.

**READ** a second time the       day of       , 2017.

**READ** a third time the       day of       , 2017.

**ADOPTED** the       day of       , 2017.

---

**PRESIDING MEMBER**

---

**CORPORATE OFFICER**

**TERMS OF INSTRUMENT - PART 2**

**SECTION 219 COVENANT AND HOUSING AGREEMENT  
(2016-0240-RZ)**

BETWEEN:

**FALCON VILLAGE DEVELOPMENT LTD.**, a company duly incorporated in the Province of British Columbia under No. BC1106837 and having its registered office at c/o Fleming Olson Taneda & MacDougall, 4038-2008 B Street, Langley, BC, V3A 1N9

(hereinafter called the "Owner")

OF THE FIRST PART

AND:

**CITY OF MAPLE RIDGE**, a Municipal Corporation under the *Local Government Act*, Chapter 1 of the Revised Statutes of British Columbia, 2015, having its municipal offices at 11995 Haney Place, in the City of Maple Ridge, in the Province of British Columbia V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

**WHEREAS:**

- A. The Owner is the registered owner of certain lands situated in the Municipality of Maple Ridge in the Province of British Columbia, and more particularly known and described as:

No PID  
Lots 2 and 4  
District Lot 401  
Group 1  
New Westminster District  
Plan EPP65496

**[NTD: Legal description to be updated upon receipt of road dedication plan.]**

(hereinafter called the "**Lands**").

- B. The City is willing to rezone the Lands so that 138 dwelling units of which eleven (11) must be rental dwelling units (the "Rental Units") may be constructed on the Lands together with 3,067.10 sq. m of commercial floor area
- C. The OWNER and the City wish to enter into this Agreement to restrict the tenure of the Rental Units to be constructed on the Lands, on the terms and conditions of this Agreement, to have effect as both a covenant pursuant to Section 219 of the *Land Title Act* (British Columbia) and a Housing Agreement pursuant to Section 483 of the *Local Government Act* (British Columbia).
- D. The City has adopted a bylaw pursuant Section 483 of the *Local Government Act* (British Columbia) to authorize this Agreement as a housing agreement.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the OWNER and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 483 of the *Local Government Act* (British Columbia) and the OWNER hereby grants to the City this section 219 of the *Land Title Act* (British Columbia) as follows:

### Definitions

1. In this Agreement:

- (a) **"Affordable Residential Rental Rate"** means the rent for each of the eleven "Rental Units" set out on Schedule "A" annexed hereto as escalating annually pursuant to the household income formula established and set out in Schedule "C"
- (b) **"Dwelling Units"** includes the Rental Units and all other residential dwelling units constructed or to be located on the Lands and includes single family detached dwellings, duplexes, townhouses, and residential apartment dwelling units having one, two, or three bedrooms.
- (c) **Household as applied to the Rental Units means:**
  - i. A person;
  - ii. Two or more persons related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
  - iii. An unrelated group of not more than three persons, all living together in one dwelling unit as a single household using common cooking facilities; or
  - iv. A combination of (ii) and (iii), provided that the combined total does not include more than three persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities;
- (d) **"Lands" means:** the land described in Item 2 of the General Instrument Part 1, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;
- (e) **"LTO" means:** the New Westminster Land Title Office or any successor thereof;
- (f) **"Tenancy Agreement" means:** a residential tenancy agreement for the occupation of the Rental Units, subject to, the Residential Tenancy Act; and
- (g) **"Tenant" means:** a Household occupying one of the eleven "Rental Units" at the Affordable Residential Rental rate.

## INTERPRETATION

- a) Statutory Foundation – This Housing Agreement is made pursuant to Section 483 of the *Local Government Act*, and the Restrictive Covenants herein are granted by the Owner to the City pursuant to Section 219 of the Land Title Act; and in this Agreement and Covenant:
- i. Reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - ii. Reference to “The Agreement” includes the Housing Agreement and the Restrictive Covenant;
  - iii. Reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement.;
  - iv. If a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
  - v. The word "enactment" has the meaning given in the *Interpretation Act* in the reference date of this Agreement;
  - vi. Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
  - vii. Reference to any enactment is a reference to that enactment as consolidated, revised, amended, reenacted or replaced, unless otherwise expressly provided;
  - viii. The provisions of s.25 of the *Interpretation Act* with respect to the calculation of time apply;
  - ix. Time is of the essence;
  - x. Reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
  - xi. Reference to a "day", "month", "quarter" or "year" is reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;

## PURPOSE AND REMEDIES

- a) The Owner and the City agree that
  - i. this Agreement is intended to serve the public interest by providing for the construction, rental and occupancy of the Rental Units to be owned and managed by the Owner and rented to moderate income households;
  - ii. performance of this Agreement by the Owner is a condition of the Owner becoming entitled to certain development entitlements on Lot 2 and 4 District Lot 401 Group 1 New Westminster Plan EPP65496 which development entitlements the Owner acknowledges are a benefit to the Owner; and
  - iii. damages are not an adequate remedy for the City in respect of any breach of this Agreement by the Owner.

## HOUSING AGREEMENT AND S.219 COVENANT LAND USE RESTRICTIONS

- a) The Land must be used only accordance with this Agreement
- b) The " Rental Units" shall only be used to provide rental accommodation and shall remain as rental accommodation in perpetuity; shall be rented only on a month to month tenancy and no Rental Unit may be occupied except by a household who occupies pursuant to a rental agreement that meets the requirements of this Housing Agreement
- c) A minimum of 10% of the Dwelling Units built on the Lands shall be in accordance with the SAFER home standard for Multi-Storey Residential Towers, published by the Saferhome Standards Society ("Saferhome Standard"), including, but not limited to, the following adaptable criteria:
  - i. Thresholds (including doorways and showers);
  - ii. Backing/reinforcement for future grab bars in washrooms and at stairs;
  - iii. Doors – as wide as possible; easily operated hardware (lever sets); and
  - iv. Passageways and pinch points.
- d) The Lands shall not be Subdivided, except by means of a strata plan under the *Strata Property Act* (British Columbia) that includes all of the Dwelling Units within a single strata plan.

## USE AND OCCUPANCY of the RENTAL UNITS

- a) The Owner may in the event that a Tenant uses or occupies, or allows the use or occupation of a "Rental Unit" in breach of this Agreement terminate that Tenant's lease, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act* (British Columbia).
- b) The Owner must specify in every Tenancy Agreement the existence of this Agreement and the occupancy restrictions applicable to the Rental Unit, and attach a copy of this Agreement to every Tenancy Agreement.

- c) The Owner will deliver a copy of any or each current Tenancy Agreement to the City ,**Director of Planning** upon demand.
- d) Within 30 days of written demand by the City, the Owner must deliver to the CITY a statutory declaration sworn under oath by an Officer of the Owner that the Owner has not permitted occupation of a Rental Unit contrary to this Housing Agreement.
- e) If the household income of a household occupying a "Rental Unit " exceeds the Maximum Allowable Income provided for on Schedule "A" for that year, the Owner must thereafter at the earliest date on which the then current rental agreement may be lawfully amended increase the annual rent to 30% of the then Household Annual Income of the household occupying the Rental Unit.
- f) In the event that HILS as referenced in Schedule "A" ceases to be published for the Vancouver Area, the Owner and the City must in each successive year determine a formula to provide for reasonable increases or decreases of Maximum Allowable Household Income.

## **REGISTRATION AND NOTICE**

- a) The CITY may file a notice of this Housing Agreement in the Land Title Office as notice against title to the Land and may similarly register the Section 219 Covenant as a charge against the Lands, both of which have priority over all other charges of whatsoever nature except for those charges approved by the City.
- b) This Agreement does not affect nor limit the discretion, right, duties or powers of the City under any enactment or at common law, including in relation to the use of subdivision of land, or impose on the City any legal duty or obligation including any duty of care or contractual or the duty to enforce this Agreement.
- c) This Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty to enforce this Housing Agreement.
- d) This Agreement does not relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.
- e) The City may file a notice of this Housing Agreement in the Land Title Office as a notice against title to the Land and may similarly register the Section 219 Covenants herein.

## **Strata Bylaws**

- 1. The initial bylaws of any strata corporation formed upon the subdivision of the Lands under the Strata Property Act shall not prevent, restrict or abridge any of the Rental Units on the Lands from being used as rental accommodation.
- 2. This Agreement shall be binding upon all strata corporations, Any strata corporation bylaw which prevents, restricts or abridges the right to use or occupy any of the Rental Units as rental accommodations shall have no force or effect.
- 3. No strata bylaws preventing, restricting or limiting any of the Rental Units on the Lands from being used as rental accommodation shall be valid or applicable in respect of the Rental Units on the lands all of which Rental Units may only be occupied by tenants.

### **Specific Performance**

4. The Covenantor agrees that because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.

### **Notice of Housing Agreement**

5. For clarity, the Owner acknowledges and agrees that:
  - (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* (British Columbia) and a Housing Agreement entered into under section 483 of the *Local Government Act* (British Columbia);
  - (b) the City is required to file a notice of Housing Agreement in the Land Title Office against title to the Lands; and
  - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a Housing Agreement under section 483 of the *Local Government Act*.

### **No Effect on Laws or Powers**

6. This Agreement does not:
  - (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City under the common law or any statute, bylaw, or other enactment, nor does this Agreement date or give rise to, nor do the parties intend this Agreement to create any implied obligations concerning such discretionary rights, duties or powers;
  - (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
  - (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

### **Indemnity**

7. The Owner hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), cost (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind arising out of or in any way due or relating to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Owner of this Agreement that the City is or may become liable for, incur or suffer.

### **Priority**

8. The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Lands in priority to all liens, charges and encumbrances registered or pending registration against title to the Lands, save and except those specifically approved in writing by the City and those in favour of the City.

## **Waiver**

9. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

## **Interpretation**

10. In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
  - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (d) the word “enactment” has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
  - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
  - (f) reference to “party” or the “parties” is a reference to a party, or the parties, to this Agreement and their respective successors, assigns, trustees, administrators and receivers;
  - (g) time is of the essence; and
  - (h) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

**Further Acts**

11. The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

**Severance**

12. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

**No Other Agreements**

13. This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

**Enurement**

14. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

**Deed and Contract**

15. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by this Agreement, the Owner and the City have executed the *Land Title Act* (British Columbia) Form C as the case may be, attached to and forming part of this Agreement.

## CONSENT AND PRIORITY INSTRUMENT

XXXXXXXXXX (in this instrument, the “**Lender**”) in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) hereby consents to the registration of the Covenants herein granted under Section 219 of the *Land Title Act* (British Columbia) and contained in the attached Terms of Instrument – Part 2 (in this instrument, the “**Covenant**”), running with the said lands and against the said lands and the Lender hereby postpones all of its rights under any **Mortgage and Assignment of Rents** registered respectively under No. XXXXXXXXXXXX (in this instrument, the “**Lender Documents**”) to those rights of the City of Maple Ridge under the Covenant in the same manner and to the same extent and effect as if the Covenant had been dated, granted and registered prior to the Lender Documents. The Lender also agrees to be bound by and grant priority to the Housing Agreement herein

To witness this consent and priority instrument, the Lender has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

## Schedule “C”

HOUSEHOLD INCOME : includes the total annual income of all adults forming a household occupying a Rental Unit. Such Household Income must not exceed the HILS Limits for the number of bedrooms in the Rental Unit.

RENT: annual rent of a Rental Unit must not exceed 30% of a Household Income as determined by HILS.

HILS means “HOUSING INCOME LIMITS” by Metropolitan Area for residential dwelling size determined by number of bedrooms, as published annually by BC Housing Corporation . HILS for 2017 is annexed to this Schedule C and headed” HILS 2017”

In the event that BC Housing does not in any year or ceases to publish HILS, the City actin treasonably may determine the Housing Income Limits applicable to the Rental Units

## REFERENCE PLAN OF:

LOT 13 TO LOT 16 DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 7997 EXCEPT PLAN EPP65495  
 LOTS A, B, AND C DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 22418 EXCEPT PLAN EPP65495  
 LOTS 5 AND 6 DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 9236 EXCEPT PLAN EPP65495  
 LOT 17 TO LOT 19 DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 9190  
 LOT 15 AND LOT 16 DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 9190 EXCEPT PLAN EPP65495  
 LOT A AND LOT B DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN EPP65494 EXCEPT PLAN EPP65495

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

BCGS 926.028

Integrated Survey Area No. 36, Maple Ridge, NAD83 (CSRS), 4.0.0.BC1.0VRD

0 25 50 m  
 The intended plot size of this plan is 500 mm in width by 666 mm in height  
 (D 507) when plotted at a scale of 1:500

All bearings are derived from observations between  
 geodetic control monuments B460397 and B460158 and  
 are referred to the central meridian of UTM Zone 10N.

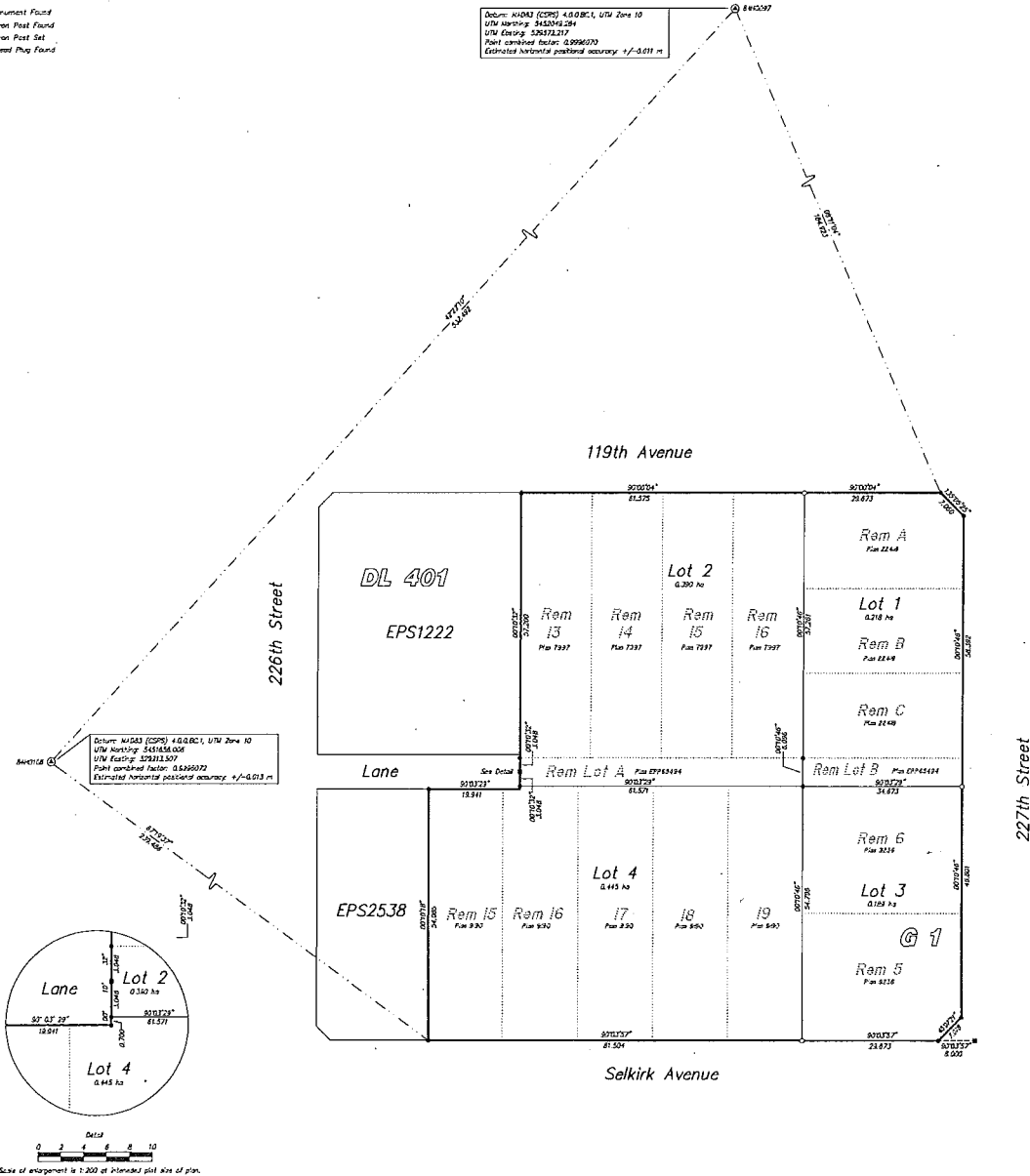
The UTM coordinates and estimated horizontal positional accuracy achieved  
 are derived from the NAD83 published coordinates and standard deviations  
 for geodetic control monuments B460397 and B460158.

The plan shows horizontal ground-level distances unless otherwise specified.  
 To compute grid distances, multiply ground-level distances by the average  
 combined factor of 0.9998070 which has been derived from geodetic control  
 monuments B460397 and B460158.

## LEGEND:

- Control Monument Found
- Standard Iron Post Found
- Standard Iron Post Set
- Standard Lead Plug Found

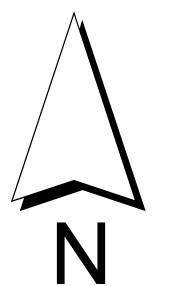
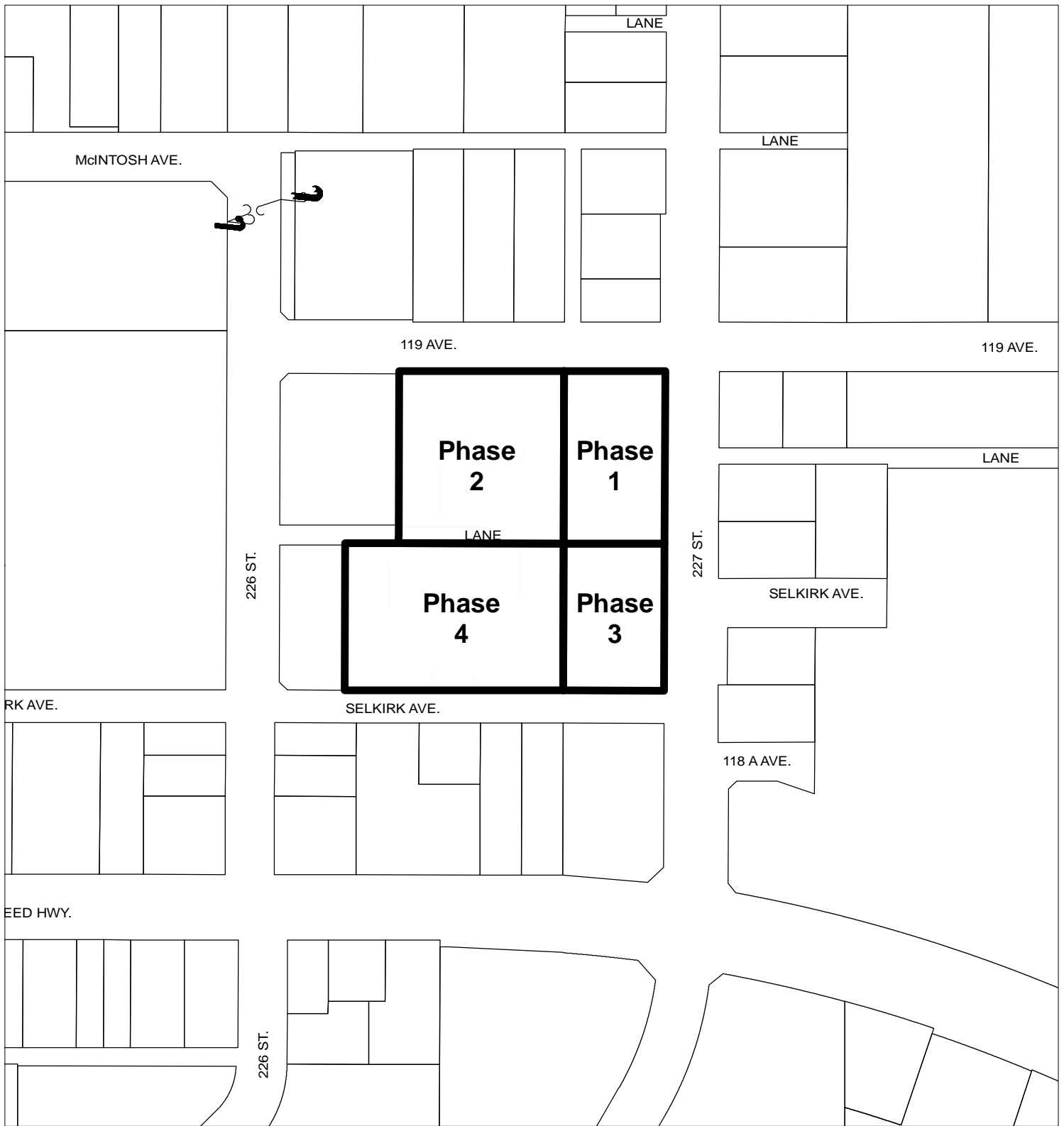
Datum: NAD83 (CSRS) 4.0.0.BC1, UTM Zone 10  
 UTM Northing: 5452042.294  
 UTM Easting: 526372.217  
 Point combined factor: 0.9998070  
 Estimated horizontal positional accuracy: +/- 0.011 m



This plan file with the  
 Greater Vancouver Regional District

The field survey represented by this plan was  
 completed on the 26th day of May, 2017  
 Mike Barnham, BCSS 793

# APPENDIX G



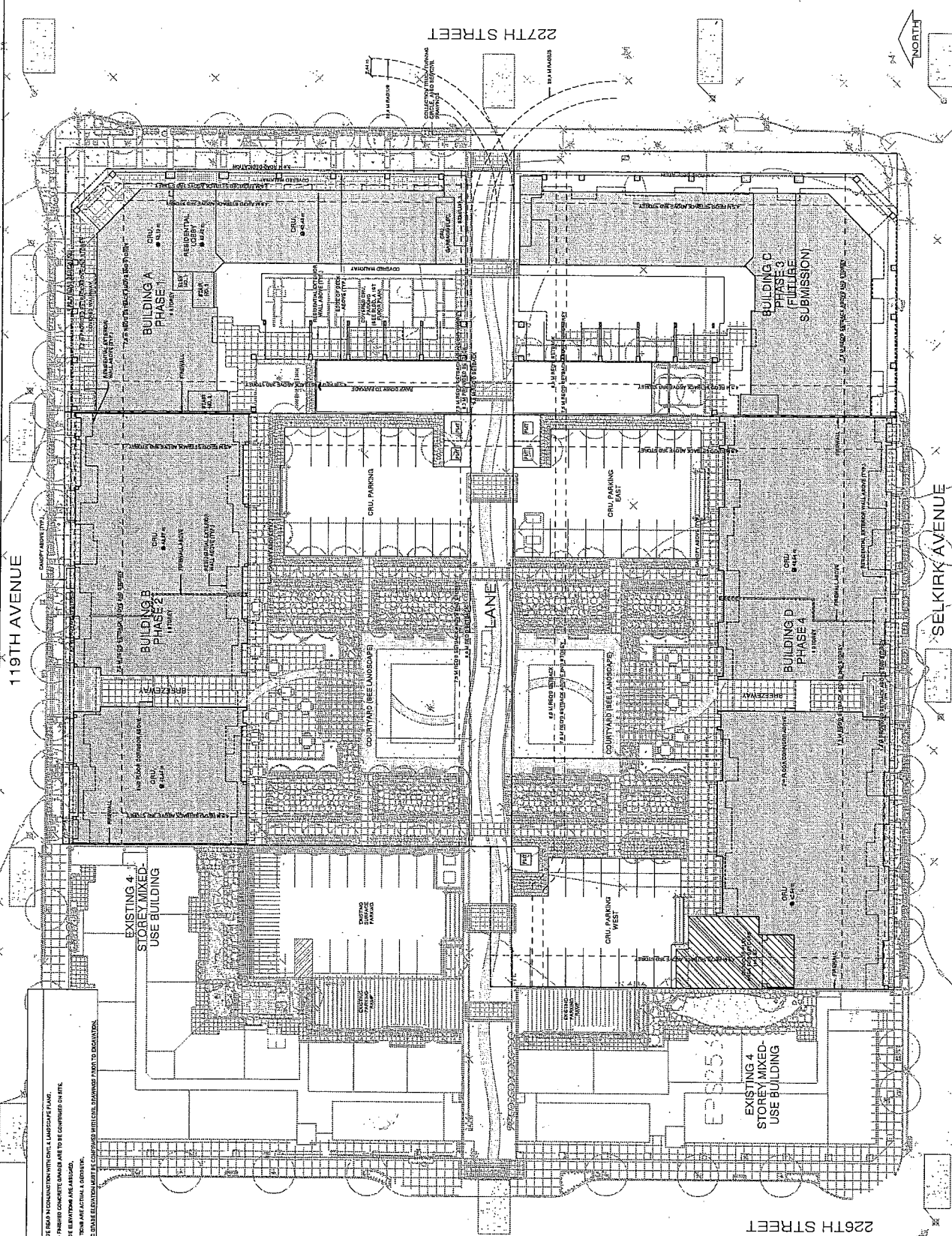
Scale: 1:2,000

Bylaw No. 7262-2016  
"Appendix G"



Schedule D  
DATE: Jun 5, 2017

BY: DT



NOTES

- 1. THIS SITE PLAN IS TO BE SUBMITTED TO THE CITY OF CALGARY FOR REVIEW AND APPROVAL.
- 2. ALL TOP OF WALL AND FINISH CONCRETE GRADES ARE TO BE SHOWN ON SITE.
- 3. EXISTING GRADE ELEVATIONS ARE SHOWN IN METERS.
- 4. NEW FINISH CONCRETE GRADES ARE TO BE SHOWN WITH CIVIL DRAWINGS / PARTS TO EXISTATION.

119TH AVENUE

LANE

227TH STREET

226TH STREET

SELKIRK AVENUE



APPENDIX H

SHEET NO:  
DP1.2

DRAWING TITLE:  
N

DATE: APRIL 2019  
SCALE: AS SHOWN  
DRAWN: LP, TP, AS, AT

PROJECT:  
BRICKWATER VILLAGE  
119TH - 227TH STREET, MAPLE RIDGE

points west  
ARCHITECTURE  
202 - 2190 W. Highway 2S, Suite 100  
Calgary, Alberta T2C 1V9  
403-464-9505  
info@pointswest.ca  
www.pointswest.ca

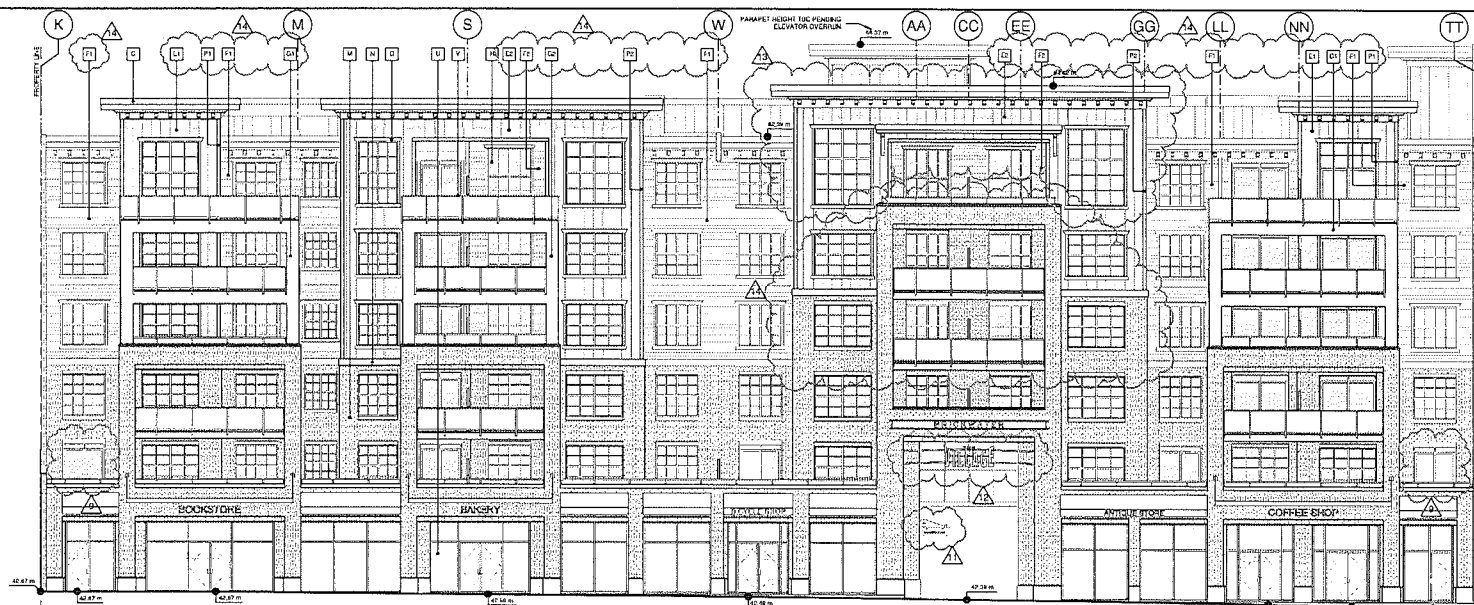
CONSULTANT:

REVISIONS:

No.	Description	Date
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60. REBUILT FOR ACP MAY 5, 2017 61. REBUILT FOR ACP MAY 5, 2017 62. ISSUED FOR ACP JAN 20, 2017 63. ISSUED FOR DEVELOPMENT DEC 18, 2016 64. REVISED FOR CLIENT REVIEW NOV 18, 2016 65. ISSUED FOR CLIENT REVIEW _____		CONSULTANT:   203 - 2150 W. Railway St. ALBANY, N.Y. 12219 PHONE: 518-464-8555 FAX: 518-464-8505 <a href="http://www.pointswestarch.com">www.pointswestarch.com</a>	PROJECT: BRICKWATER VILLAGE PHASE 2. BLDG B 55 UNITS  11909 - 227th STREET, MAPLE RIDGE.	DRAWING TITLE: COVER SHEET  JOB NO: 1604 SHEET NO: DP1.0b
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NORTH ELEVATION

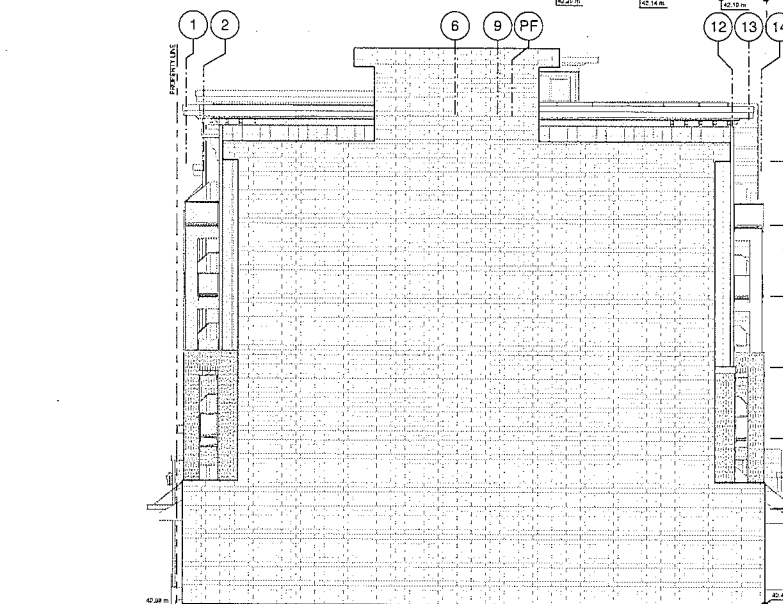
1/8" = 1'-0"

BUILDING FINISHES - BUILDING B

- C - FASCIA - PAINTED DUELT-UP FASCIA BOARD COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- E1 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- E2 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- F1 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- F2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- G1 - WALL - PAINTED CEMENTITIOUS PANEL SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- G2 - WALL - PAINTED CEMENTITIOUS PANEL SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- L - WALL - BRICK VENEER
- N - TRIM - PAINTED 2x12 MIDRAMP FLASHING TYPICAL COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- P1 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- P2 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- Q - TRIM - PAINTED 2x6 WINDOW MIDRAMP COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- R - GLAZING - VINYL FRAME WINDOW UNIT FRAME COLOUR TO BE FACTORY BLACK
- U - GLAZING - PREFABRICATED STOREFRONT FRAME COLOUR TO BE FACTORY BLACK
- V - MISC - METAL GUARD COLOUR TO BE FACTORY BLACK

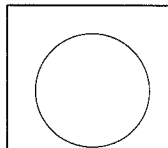
NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWING PRIOR TO EXCAVATION



WEST ELEVATION

1/8" = 1'-0"



REVISIONS:

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THE DRAWING IS THE PROPERTY OF POINTS WEST ARCHITECTURE, AND MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT EXPRESS WRITTEN PERMISSION.

CONSULTANT:

**points west**  
ARCHITECTURE

203 - 2100 W. Bayview St.  
Vancouver, B.C.  
V6E 2K2

PHONE: 604-684-8005  
FAX: 604-684-8006  
E: info@pointswest.ca

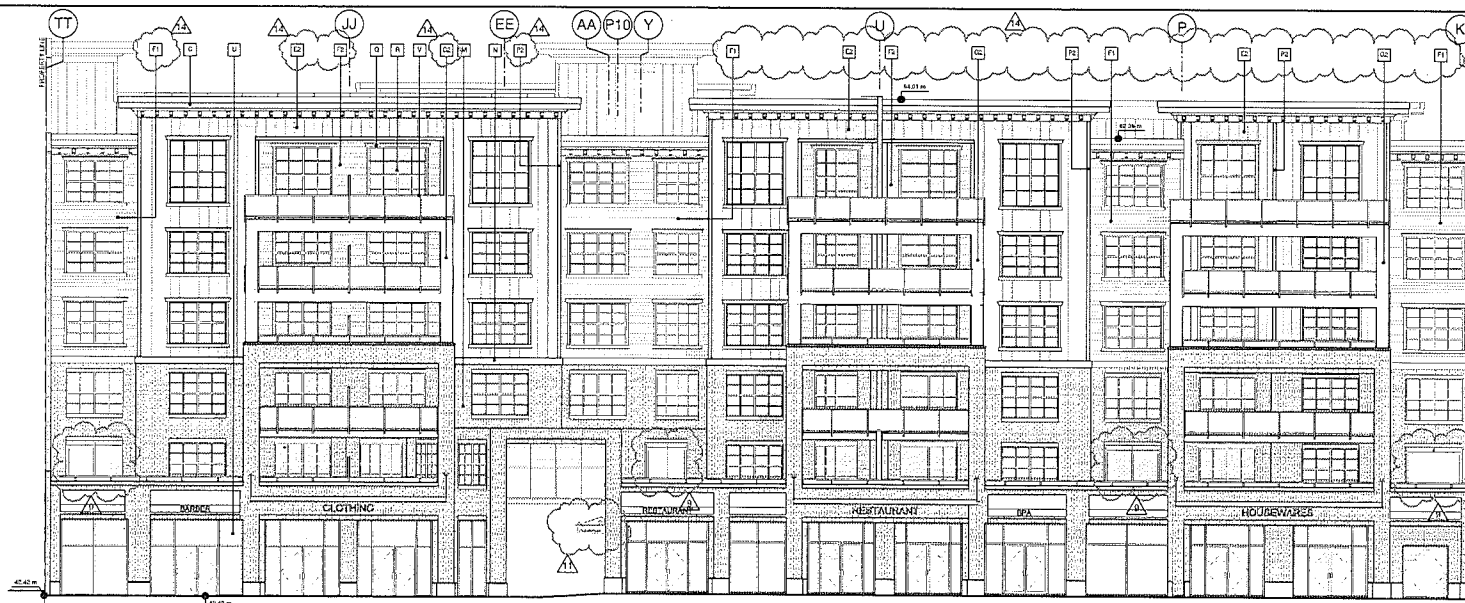
PROJECT:  
BRICKWATER  
VILLAGE PHASE 2,  
BLDG B, 59 UNITS

1150W - 2270TH STREET, MAPLE RIDGE

DATE: APRIL 2016  
SCALE: AS INDICATED  
DRAWN: WF, TF, HG, AG, AF

DRAWING TITLE:  
ELEVATIONS

JOB NO: 1604  
SHEET NO: DP3.1b



**SOUTH ELEVATION**

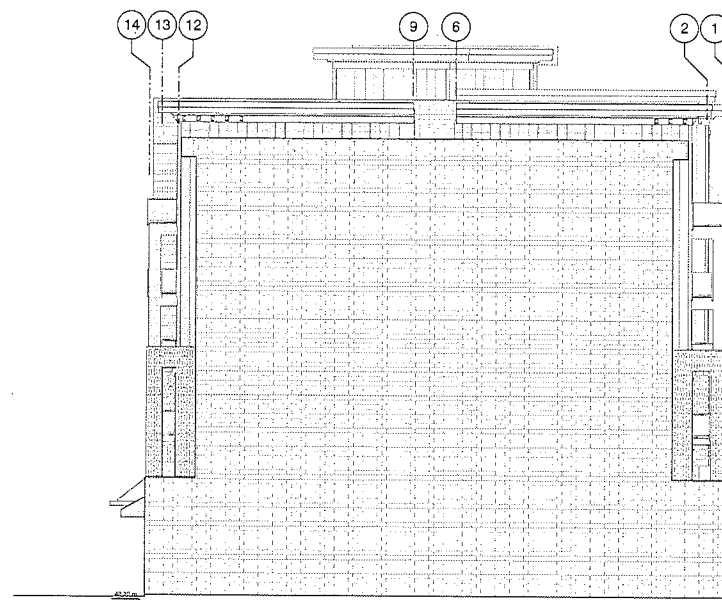
1/8" = 1'-0"

**BUILDING FINISHES - BUILDING B**

- C - FASCIA - PAINTED BUILT-UP FASCIA BOARD COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- E1 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- E2 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- F1 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- F2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- G1 - WALL - PAINTED CEMENTITIOUS PANEL SIDING COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- G2 - WALL - PAINTED CEMENTITIOUS PANEL SIDING COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- M - WALL - BRICK WALL - METAL MATERIALS CLASSIC USED
- N - TRIM - PAINTED 2x12 MITER AND FLASHING (TYPICAL) COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- P1 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- P2 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- Q - TRIM - PAINTED 2x4 WINDOW TRIM COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- R - GLAZING - VINYL FRAME WINDOW UNIT FRAME COLOUR TO BE FACTORY BLACK
- U - GLAZING - PREFABRICATED STOREFRONT FRAME COLOUR TO BE FACTORY BLACK
- V - MISC - METAL GUARD COLOUR TO BE FACTORY BLACK

**NOTES**

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION



**EAST ELEVATION**

1/8" = 1'-0"

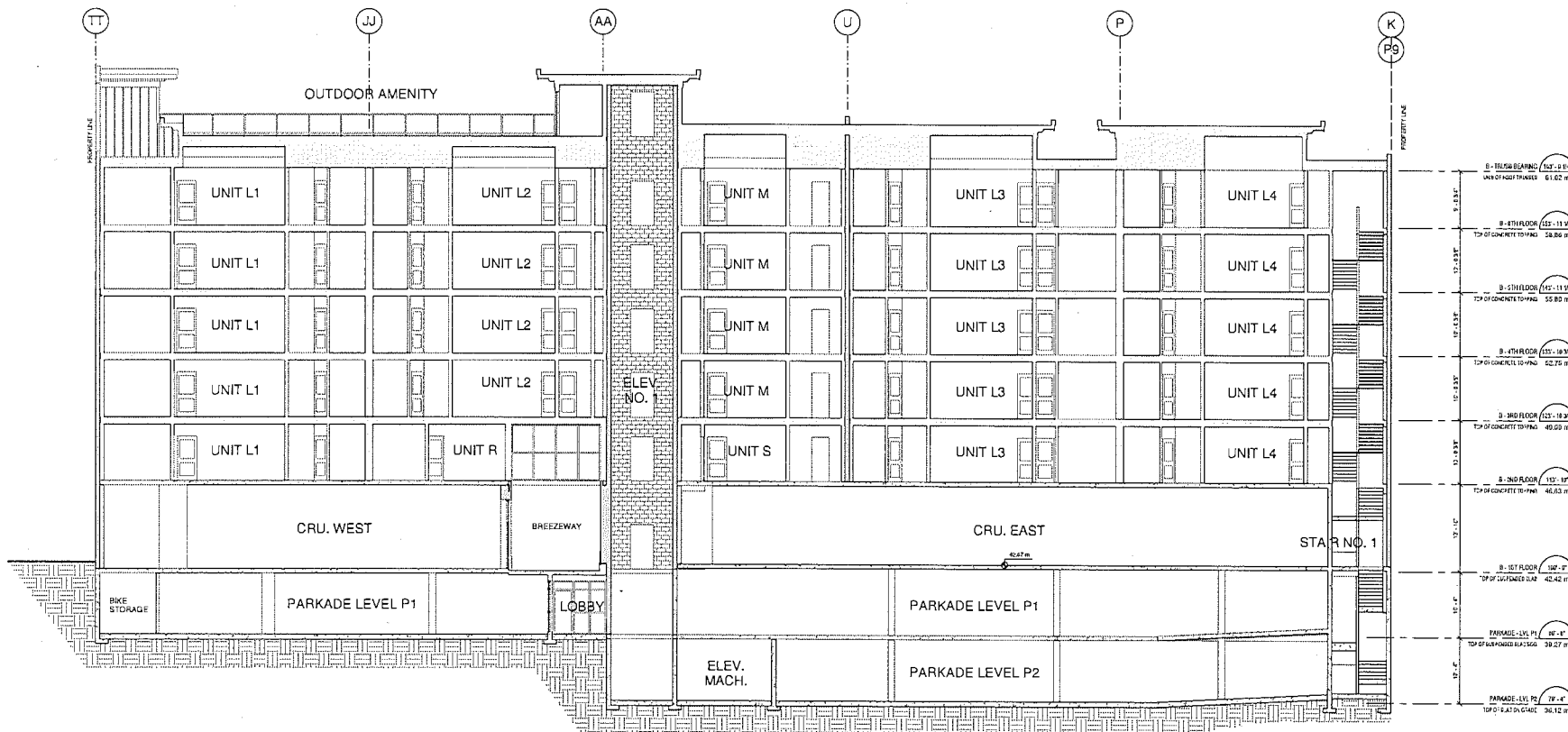
B - TRUSS BEARING	(107'-3 1/4")
1st OF FOOTING	51.62 m
B - 8TH FLOOR	(107'-11 1/2")
1st OF CONCRETE TOPPING	52.36 m
B - 7TH FLOOR	(107'-11 1/2")
1st OF CONCRETE TOPPING	52.36 m
B - 4TH FLOOR	(107'-11 1/2")
1st OF CONCRETE TOPPING	52.36 m
B - 3RD FLOOR	(107'-11 1/2")
1st OF CONCRETE TOPPING	52.36 m
B - 2ND FLOOR	(107'-11 1/2")
1st OF CONCRETE TOPPING	52.36 m
B - 1ST FLOOR	(107'-11 1/2")
1st OF GRADE	42.42 m

1. REVISED FOR ACP	MAN. 10.2017
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100. REVISED FOR ACP	MAN. 10.2017

**REVISIONS:**

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**CONSULTANT:**



# EAST-WEST SECTION

1/8" = 1'-0"

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 99. REDESIGNED FOR ADP  
 100. REDESIGNED FOR ADP

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CONSULTANT:

DATE: 11/10/2017

SCALE: 1/8" = 1'-0"

DRAWN: WF, TP, HB, AD, AF

DRAWING TITLE: BUILDING SECTION

JOB NO: 1604

SHEET NO: DP3.3b

PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11900 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2018

SCALE: 1/8" = 1'-0"

DRAWN: WF, TP, HB, AD, AF

DRAWING TITLE: BUILDING SECTION

JOB NO: 1604

SHEET NO: DP3.3b

PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11900 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2018

SCALE: 1/8" = 1'-0"

DRAWN: WF, TP, HB, AD, AF

DRAWING TITLE: BUILDING SECTION

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PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11900 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2018

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DRAWN: WF, TP, HB, AD, AF

DRAWING TITLE: BUILDING SECTION

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DRAWN: WF, TP, HB, AD, AF

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JOB NO: 1604

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PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11900 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2018

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PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11900 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2018

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DRAWING TITLE: BUILDING SECTION

JOB NO: 1604

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PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11900 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2018

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PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11900 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2018

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JOB NO: 1604

SHEET NO: DP3.3b

PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11900 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2018

SCALE: 1/8" = 1'-0"

DRAWN: WF, TP, HB, AD, AF

DRAWING TITLE: BUILDING SECTION

JOB NO: 1604

SHEET NO: DP3.3b

PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11900 - 227TH STREET, MAPLE RIDGE

DATE: APRIL 2018

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DRAWING TITLE: BUILDING SECTION

JOB NO: 1604

SHEET NO: DP3.3b

PROJECT: BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

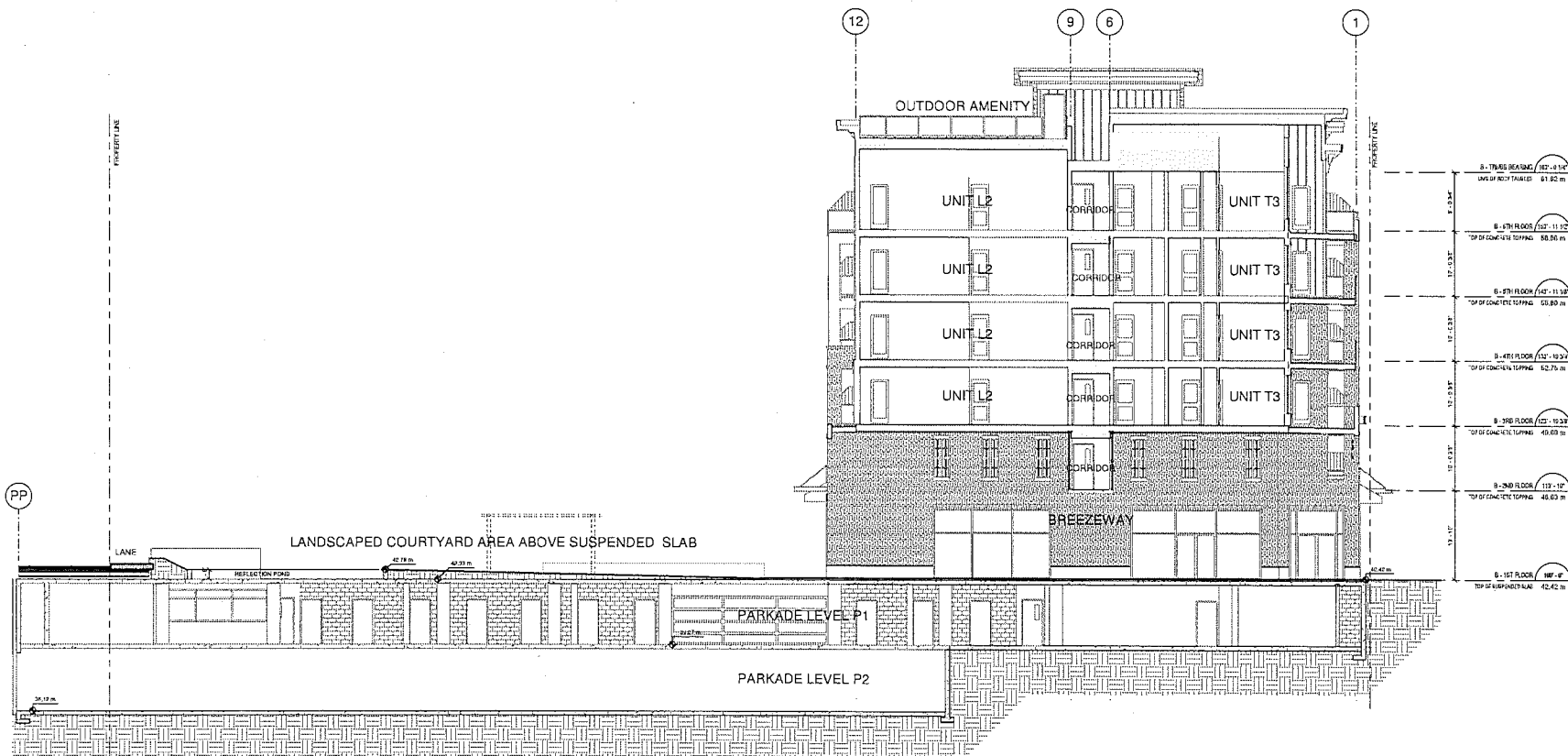
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DATE: APRIL 2018

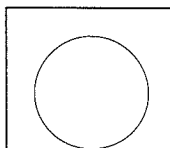
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DRAWN: WF, TP, HB, AD, AF

DRAWING TITLE: BUILDING SECTION



NORTH-SOUTH SECTION  
1/8" = 1'-0"



REVISED FOR ADP	MAR. 10. 2017
REVISED FOR ADP	MAR. 3. 2017
REVISED FOR ADP	MAR. 28. 2017
REVISED FOR ADP	DEC. 19. 2016
REVISED FOR ADP	DEC. 14. 2016
REVISED FOR ADP	NOV. 22. 2016
REVISED FOR ADP	NOV. 22. 2016

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PROJECT:  
BRICKWATER  
VILLAGE PHASE 2,  
BLDG B, 59 UNITS

11908 - 227th STREET, MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	1/8" = 1'-0"
DRAWN:	WF, TF, HB, AG, AP

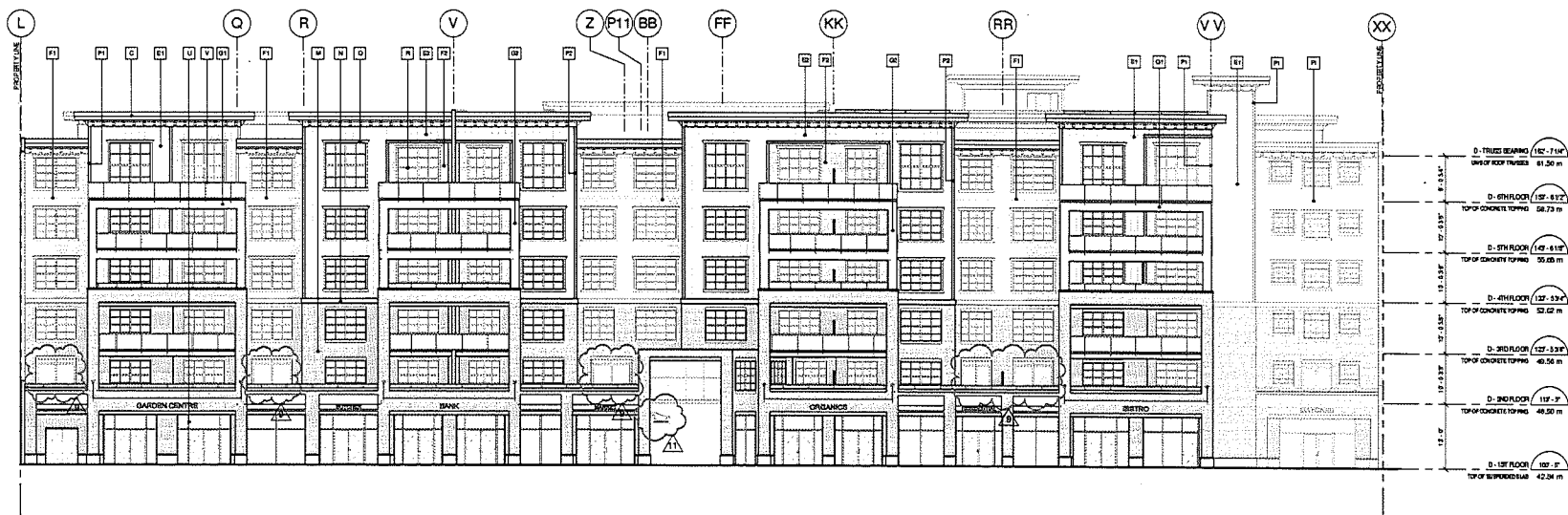
DRAWING TITLE:  
BUILDING SECTION

JOB NO:	SHEET NO:
1604	DP3.4b



CONSULTANT:		<p><b>points west</b> ARCHITECTURE</p> <p>203 - 2150 W. Railway St. Abbotsford, B.C. V2Y 2C2 TEL: 604-864-5365 FAX: 604-864-5365 c.jewell@pointswestarch.com</p>	PROJECT: <b>BRICKWATER VILLAGE, BLDG D 79 UNITS</b>		DRAWING TITLE: <b>COVER SHEET</b>
DATE PREPARED FOR ACP	MAR. 10 2017		11902 - 2270 STREET, MAPLE RIDGE		JOB NO:
DATE PREPARED FOR ACP BY	MAR. 9 2017				SHEET NO:
DATE FOR DEVELOPMENT PERMIT	OCT. 16 2016		DATE: APRIL 2016		1609 DP1.0d
DATE FOR FINAL REVIEW	FEB. 16 2016		SCALE:		
DATE			DRAFTER: MFF TF HSD AG AF		
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# NORTH ELEVATION

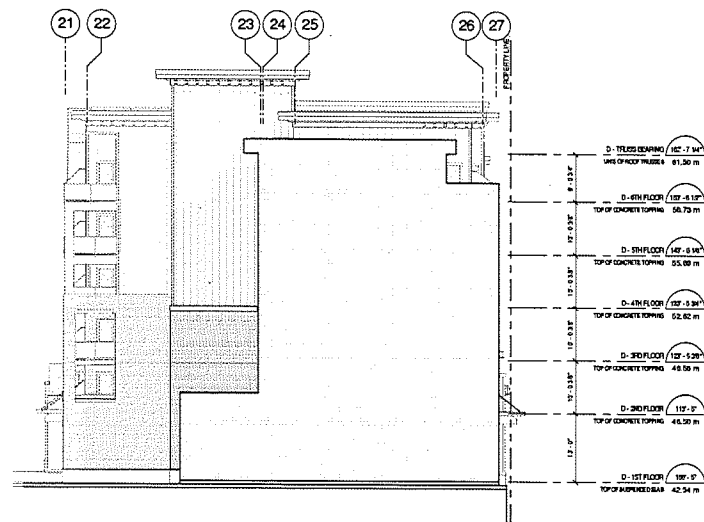
3/32" = 1'-0"

## BUILDING FINISHES - BUILDING D

- C - BALCONY - PAINTED BUILT-UP PLYWOOD BOARD COLOURED TO MATCH JAMES HARDIE CLAPBOARD STONE
- B1 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN Siding COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- E2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD Siding COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPÉ
- F1 - WALL - PAINTED CEMENTITIOUS CLAPBOARD Siding COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- F2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD Siding COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPÉ
- G1 - WALL - PAINTED CEMENTITIOUS PANEL Siding COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- G2 - WALL - PAINTED CEMENTITIOUS PANEL Siding COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPÉ
- W - WALL - BRICK VENEER METAL MATERIALS CLASSIC USED
- N - TRIM - PAINTED 3x12 MODANO & FLASHING (TYPICAL) COLOUR TO MATCH JAMES HARDIE CLAPBOARD STONE
- P1 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- P2 - TRIM - PAINTED 2x4 CORNER TRIM COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPÉ
- D - TRIM - PAINTED 2x4 WINDOW TRIM COLOUR TO MATCH JAMES HARDIE CLAPBOARD STONE
- R - GLAZING - VINYL FRAME WINDOW UNIT FRAME COLOUR TO BE FACTORY BLACK
- U - GLAZING - PREFABRICATED STOREFRONT FRAME COLOUR TO BE FACTORY BLACK
- Y - MISC - METAL GUARD COLOUR TO BE FACTORY BLACK

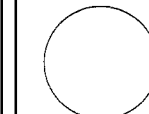
## NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION



# WEST ELEVATION

3/32" = 1'-0"



34 PREPARED FOR ADP  
46 PREPARED FOR ADP  
34 ISSUED FOR DEVELOPMENT  
14 ISSUED FOR CLIENT REVIEW  
REVISIONS:

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CONSULTANT:

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PROJECT:  
BRICKWATER  
VILLAGE, BLDG D, 79  
UNITS

11900 - 227th STREET, MAPLE RIDGE

DATE: APRIL 2016  
SCALE: As Indicated  
DRAWN: WP, TF, HB, AG, AP

DRAWING TITLE:  
ELEVATIONS

JOB NO:  
1609

SHEET NO:  
DP3.2d



JOB NO: 1609	SHEET NO: DP3.3d
-----------------	---------------------

**points west**  
ARCHITECTURE

707 • 2190 W. Railway St.  
Napa, CA 94558  
707/252-1122

PHONE: 707-252-1122  
FAX: 707-252-1122  
E: [pwest@pointswestarch.com](mailto:pwest@pointswestarch.com)

# APPENDIX J



BISTRO TABLES WITH PATHWAYS



DETENTION PONDS



TREE LINED PATHWAYS



BLVD TREES



WISTERIA ON THE TRELLISES



SIGNAGE THEME



THEME AND CHARACTER



COMBINING MODERN PUBLIC ART WITH TIME PERIOD SIGNAGE



RAISED FOUNTAIN IN BISTRO AREAS



RAISED FOUNTAIN IN BISTRO AREAS



BRICK MATERIAL AT KEY LOCATIONS

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Email: office@m2la.com

NO.	DATE	REVISION DESCRIPTION	DR.
1	2018.03.01	ISSUE FOR PERMIT	DR
2	2018.03.01	ISSUE FOR PERMIT	DR
3	2018.03.01	ISSUE FOR PERMIT	DR
4	2018.03.01	ISSUE FOR PERMIT	DR
5	2018.03.01	ISSUE FOR PERMIT	DR
6	2018.03.01	ISSUE FOR PERMIT	DR
7	2018.03.01	ISSUE FOR PERMIT	DR
8	2018.03.01	ISSUE FOR PERMIT	DR
9	2018.03.01	ISSUE FOR PERMIT	DR
10	2018.03.01	ISSUE FOR PERMIT	DR

PROJECT:  
BRICKWATER VILLAGE  
MAPLE RIDGE

APPENDIX J

ISSUE TITLE:  
**THEME AND CHARACTER**

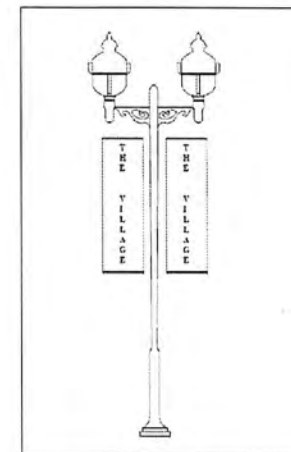
TE: FEB 27th 2018 DRAWING NUMBER:  
L2

OF 18

LA PROJECT NUMBER: JOB NO 1007

# SHEET LIST

- L1 SITE PLAN
- L2 THEME & CHARACTER
- L3 PHASE LINES
- L4 TREE PLAN
- L5 SHRUB PLAN
- L6 HARDSCAPE PLAN
- L7 DRAINAGE PLAN
- L8 LIGHTING PLAN
- L9 SECTION 1
- L10 SECTION 2
- L11A OFF-SITE PHASE 1
- L11B SECOND FLOOR PHASE 1
- L12 OFF-SITE PHASE 2
- L13 OFF-SITE PHASE 4
- L14 ROOFTOP PHASE 1
- L15 ROOFTOP PHASE 2 AND 4
- L16 DETAILS
- L17 DETAILS
- L18 SPECIFICATION



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NO.	DATE	REVISION DESCRIPTION	DR.
1	1994J 20TH	PER ADP COMMENTS	TC/LJL
2	1998 8 20TH	DP SUBMISSION	TC
3	2004 20 20TH	PHASE 2 & 4 ROOFTOP PLANS (DP)	ED
4	2005 9 20TH	DP SUBMISSION	TC
5	2005 10 20TH	PER CLIENT COMMENTS	ED
6	2007 10 20TH	PER MOST RECENT ARCH FILE	ED
7	2007 10 20TH	PER NEW SITE PLAN	ED
8	2008 10 20TH	PER ADP COMMENTS	TC
9	2009 10 20TH	PER NEW SITE PLAN FROM ARCHIT	TC

NO. DATE REVISION DESCRIPTION DR.

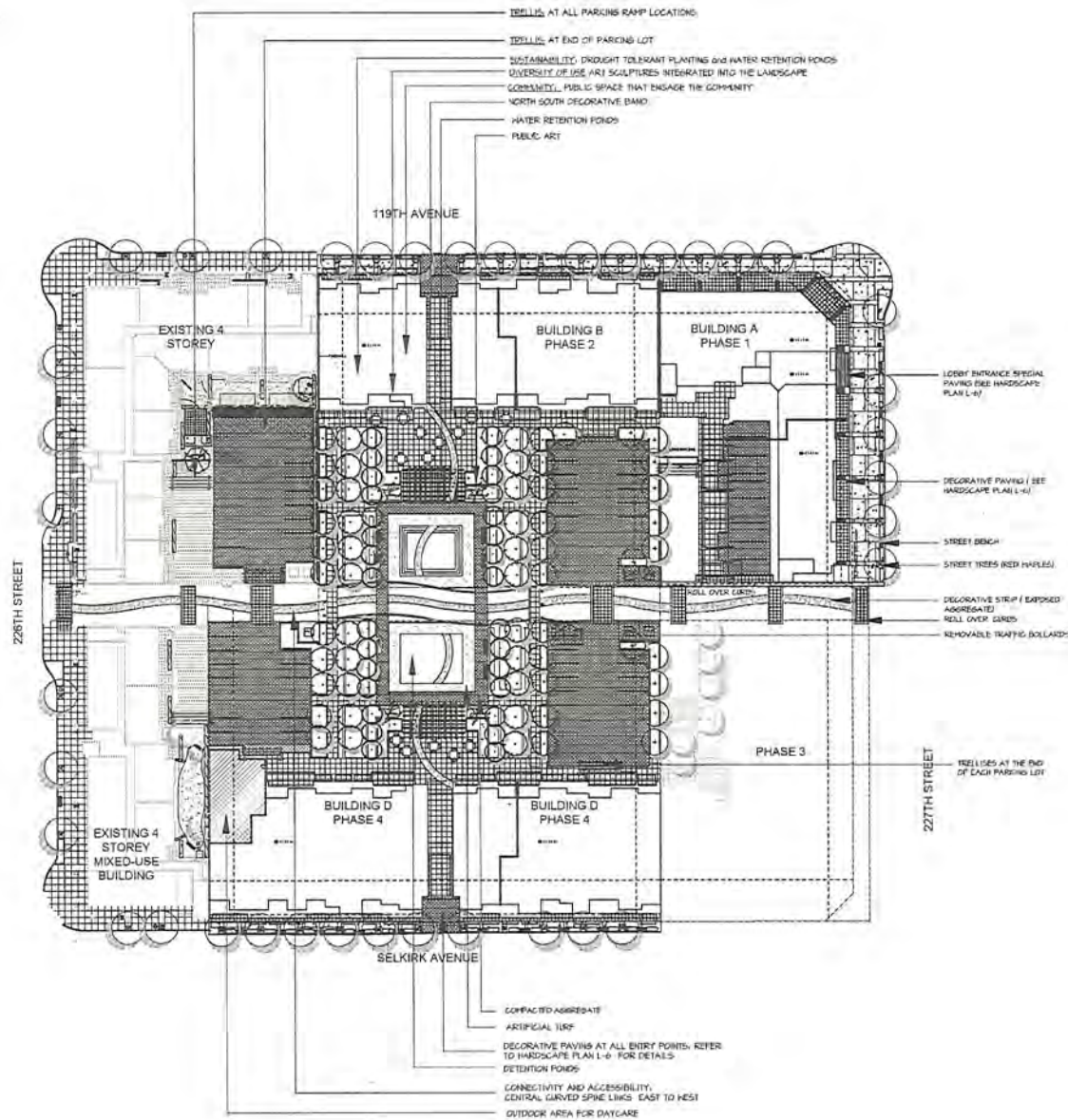
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PROJECT:  
BRICKWATER VILLAGE  
MAPLE RIDGE

DRAWING TITLE:  
SHEET LIST

DATE: FEB 21TH 2016  
SCALE: 1/32"=1'-0"  
DRAWN BY:  
DESIGN BY:  
CHECKED BY:  
DRAWING NUMBER:  
LO  
OF 18

M2LA PROJECT NUMBER: JOB NO 1807



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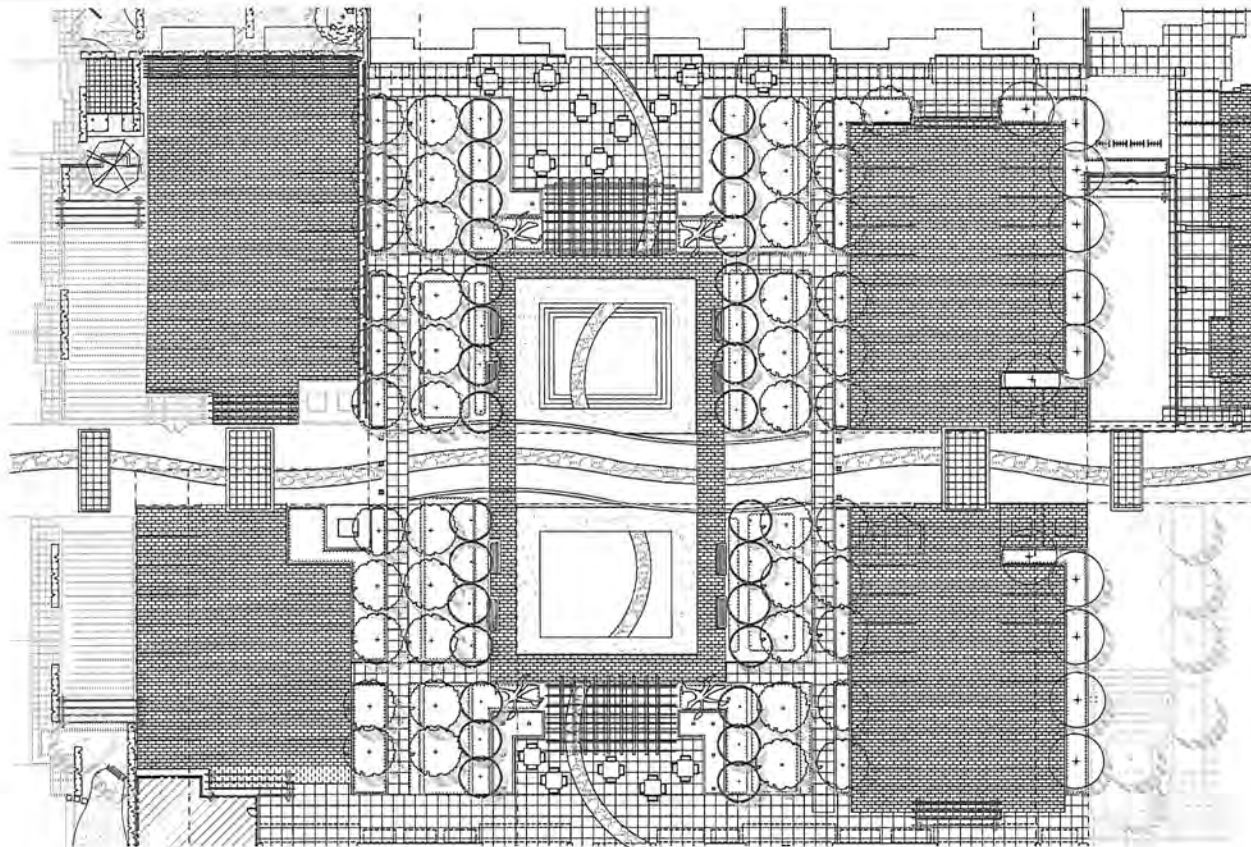


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19	2019.03.01	ISSUED FOR PERMIT	DR
20	2019.03.01	ISSUED FOR PERMIT	DR

PROJECT:  
**BRICKWATER VILLAGE  
MAPLE RIDGE**

DRAWING TITLE:  
**SITE PLAN**

DATE: FEB 21, 2019 DRAWING NUMBER:  
SCALE: 1/8"=1'-0" **L1**  
DRAWN BY:  
CHECKED BY:  
DATE: 2019  
M2LA PROJECT NUMBER: **JOB NO 1507**



PLANT SCHEDULE				M2 JOB NUMBER: 0X-XXX
KEY QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS	
12	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	6CM CAL, 2H STD, B4B	
46	CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPEAN HORNBEEAM	7 CM CAL, B4B, 1.5M STD	
30	CORNUS KOUSA 'WOLFETES'	WOLFETES CHINESE DOGWOOD	3H HT, 1.5M STD, B4B	

NOTES: \* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CITA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. \* REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. \* SEARCH AND REVIEW MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. \* SUBSTITUTIONS OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

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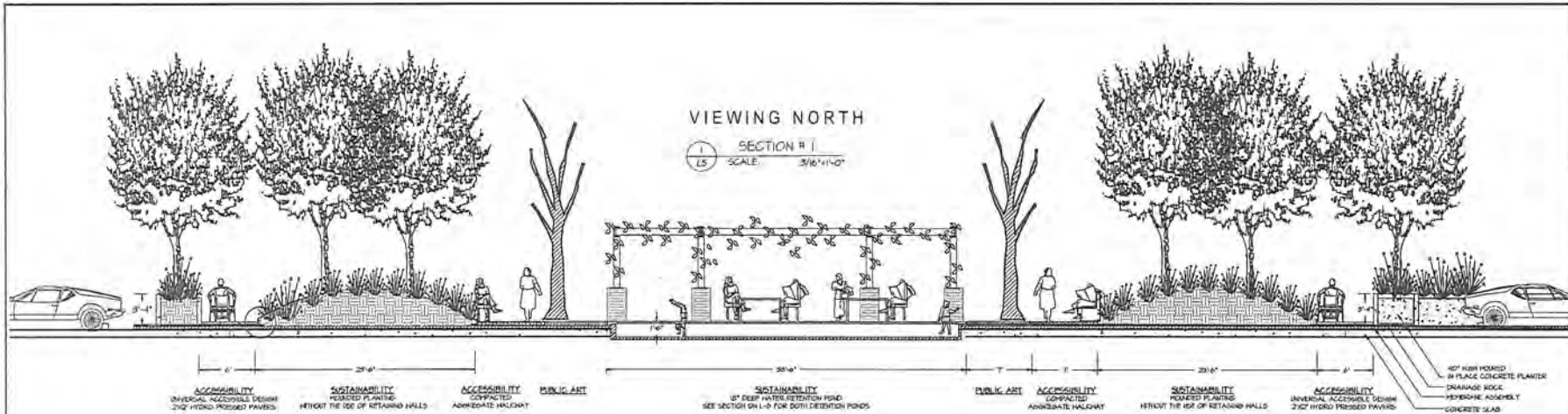
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PROJECT:  
 BRICKWATER VILLAGE  
 MAPLE RIDGE

DRAWING TITLE:  
 TREE PLAN

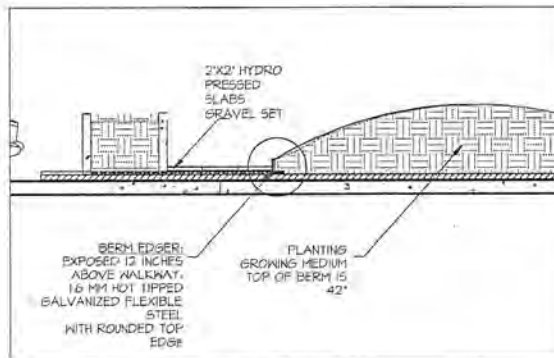
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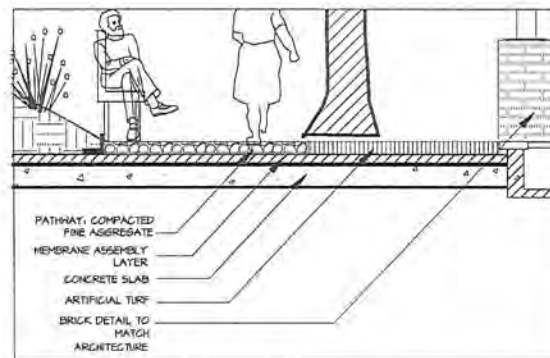
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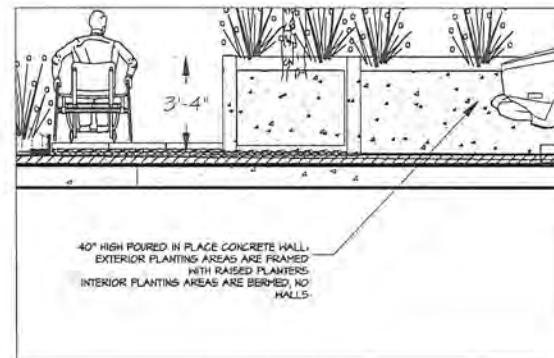
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SECTION # 3  
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SLAB LAYERS

SECTION # 4  
SCALE: 1/2"=1'-0"



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NO.	DATE	REVISION DESCRIPTION	BY
1	2018.01.10	PER AUP COMMENTS	EL
2	2018.01.10	DP IMPROVEMENT	EL
3	2018.01.10	PHASE 2 & 3 ROOFTOP PLANS EXP	EL
4	2018.01.10	DP IMPROVEMENT	EL
5	2018.01.10	PER AUP COMMENTS	EL
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8	2018.01.10	PER AUP COMMENTS	EL
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PROJECT:  
BRICKWATER VILLAGE  
MAPLE RIDGE

DRAWING TITLE:  
SECTIONS

DATE: FEB 01, 2018  
SCALE: AS SHOWN  
DRAWN BY: L9  
CHECKED BY: J9  
M2A PROJECT NUMBER: JOB NO 1907

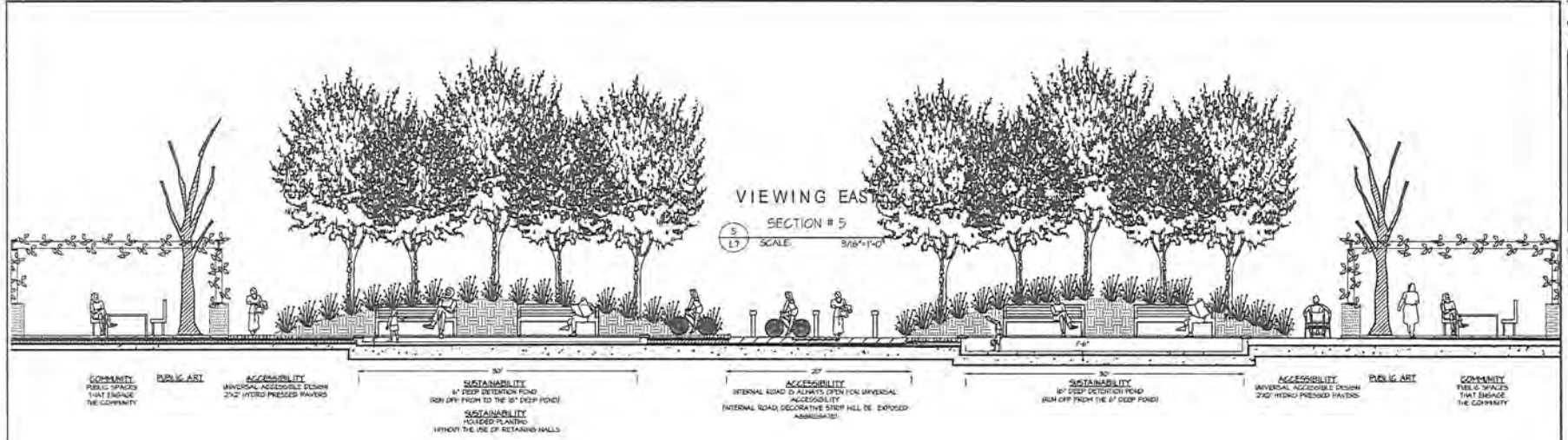
8/07/2018

OF 18

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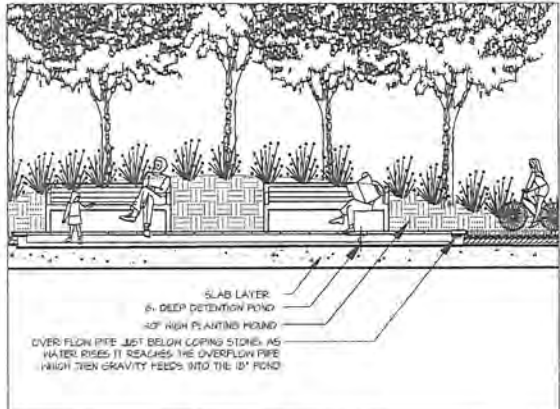


#220 - 26 Lorne Mews  
New Westminster, British Columbia  
V3M 3L7  
Tel: 604.553.0044  
Fax: 604.553.0045  
Email: office@m2la.com



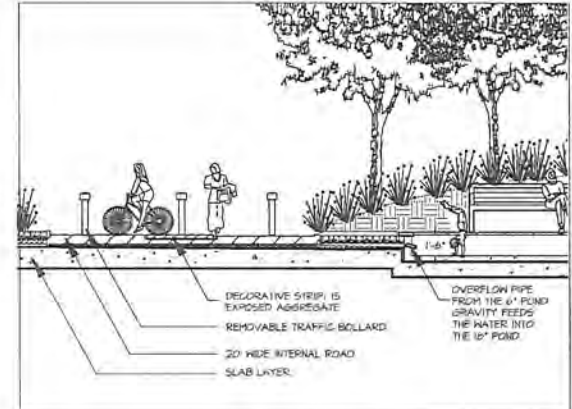
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SECTION # 6  
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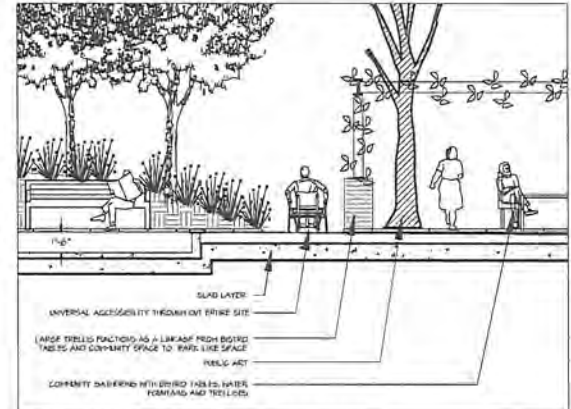
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INTERIOR ROAD

SECTION # 8  
SCALE: 1/2\"/>



COMMUNITY SPACES

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PROJECT:  
BRICKWATER VILLAGE  
MAPLE RIDGE

SECTIONS

DATE: FEB 21st 2018  
SCALE: AS SHOWN  
DRAWING: L10  
DESIGNER: JH  
CHECK: JH  
M2LA PROJECT NUMBER: JOB NO 1907

## AMENDMENT OF PURCHASE AND SALE AGREEMENT

THIS AMENDMENT AGREEMENT made as of May 21, 2017.

BETWEEN:

**CITY OF MAPLE RIDGE**, 11995 Haney Place, Maple Ridge, BC, V2X  
6A9

(the “**City**”)

AND:

**FALCON VILLAGE DEVELOPMENT LTD.**, a company incorporated in  
British Columbia under No. BC1106837, having a registered office  
at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street,  
Langley, BC, V3A 1N9

(the “**Developer**”)

**WHEREAS:**

A. Pursuant to an Agreement of Purchase and Sale dated for reference August 27, 2015 between the City and Falcon Homes Ltd, as assigned by a assignment and assumption agreement between the City, Falcon Homes Ltd., and the Developer dated for reference February 22, 2017 (collectively the “**Purchase Agreement**”), the City agreed to sell and the Developer agreed to purchase 14 parcels of land located on 227<sup>th</sup> St. between 119<sup>th</sup> Ave. and Selkirk Avenue in the Municipality of Maple Ridge as more particularly described in the Purchase Agreement.

B. The City and the Developer have agreed to amend the Purchase Agreement as set out herein.

NOW THEREFORE the Developer and the City, in consideration of the payment of \$1.00 by the Developer to the City, the promises exchanged in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, covenant and agree with each other as follows:

### 1. DEFINITIONS

Capitalized terms not otherwise defined herein will have the meaning assigned to them in the Purchase Agreement.

2. RATIFYING AND REVIVING PURCHASE AGREEMENT

The parties hereby confirm that the Purchase Agreement is revived, ratified and for all purposes is a firm contract binding on each of the parties.

3. AMENDMENTS TO PURCHASE AGREEMENT

The Purchase Agreement is hereby amended as follows:

(1) The definition of "Lands" in section 1.1(n) is deleted and replaced with the following:

(n) "Lands" means all of the following properties in the City of Maple Ridge, and all improvements thereto, legally described as follows:

PID: 009-280-618

Lot "A" District Lot 401 Group 1 NWD Plan 22418 except part in Plan EPP65495

PID: 009-280-642

Lot "B" District Lot 401 Group 1 NWD Plan 22418 except part in Plan EPP65495

PID: 009-280-685

Lot "C" District Lot 401 Group 1 NWD Plan 22418 except part in Plan EPP65495

NO PID

That closed portion of lane shown as Remainder Lot B on Survey Plan EPP65495 attached hereto as Schedule "D" (hereinafter called "**Closed Road Lot B**")

(the above four lots together hereinafter called "**Phase 1 Lands**")

PID: 003-047-024

Lot 13 Parcel "D" District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

PID: 011-298-235

Lot 14 Parcel "D" District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

PID: 005-171-563

Lot 15 District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

PID: 005-113-121

Lot 16 District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

NO PID

That closed portion of lane shown as Remainder Lot A on Survey Plan EPP65495 attached hereto as Schedule "D" (hereinafter called "**Closed Road Lot A**")

(the above five lots together hereinafter called “**Phase 2 Lands**”)

PID: 011-418-796

Lot 5 District Lot 401 Group 1 NWD Plan 9236 except part in Plan EPP65495

PID: 011-418-800

Lot 6 District Lot 401 Group 1 NWD Plan 9236 except part in Plan EPP65495

(the above two lots together hereinafter called “**Phase 3 Lands**”)

PID: 011-381-604

Lot 15 District Lot 401 Group 1 NWD Plan 9190 except part in Plan EPP65495

PID: 002-605-708

Lot 16 District Lot 401 Group 1 NWD Plan 9190 except part in Plan EPP65495

PID: 011-381-612

Lot 17 District Lot 401 Group 1 NWD Plan 9190

PID: 011-381-663

Lot 18 District Lot 401 Group 1 NWD Plan 9190

PID: 011-381-671

Lot 19 District Lot 401 Group 1 NWD Plan 9190

(the above five lots together hereinafter called “**Phase 4 Lands**”)

- (2) Section 1.1(q) is amended by removing the word “five” in the first line and replacing it with “four”;
- (3) By inserting the following new subsections in 1.1, and renumbering the following subsections accordingly:
  - (u) “Road Closure Bylaw” means a bylaw of the City of Maple Ridge closing to traffic those parts of the public laneway dedicated by Plans 9190 and 9236 shown as ‘Lot A’ and ‘Lot B’ as shown on the Road Closure Plan and removing their dedication as highway pursuant to section 40 of the *Community Charter* (British Columbia);
  - (v) “Road Closure Plan” means that Reference Plan EPP65494 accompanying the Road Closure Bylaw, a copy of which is attached hereto as Schedule “D”;
  - (w) “Road Dedication Plan” means that Reference Plan EPP65495, a copy of which is attached hereto as Schedule “E”;

- (x) "S. 219 Covenant" means a covenant under s. 219 of the *Land Title Act* to be granted by the Developer to the City on the Completion Date for each Phase, having the terms set out in Schedule "F";
- (y) "SRW for Access" means a statutory right of way under s. 218 of the *Land Title Act*, to be granted by the City to itself on the Completion Date over all of the Lands for pedestrian and first responder access, having the terms set out in Schedule "H".
- (4) Section 2.1 is amended by removing the word "five" in the third line and replacing it with "four";
- (5) By inserting a new section 2.2A as follows:
- 2.2.A S. 219 Covenant – Concurrently with the Completion of the transfer for the Developer of fee simple title to the lands in each Phase, the Developer and the City will enter into, and the Developer will cause to be registered, the S. 219 Covenant with respect to the lands in that Phase.
- (6) Sections 2.3, 2.4, 2.5, 2.6, 2.7 and 2.8 are deleted and replaced with the following:
- 2.3 **Completion Date for Phase 1 Lands** – The Completion Date for the transfer of the Phase 1 Lands to the Developer will be June 9, 2017 or earlier.
- 2.4 **Completion Date for Phase 2 Lands** - The Completion Date for the transfer of the Phase 2 Lands will be the day that is 21 Days following the issuance of a building permit issued by the City's Building Services Department for the Phase 2 Lands to the Developer but may not be later than June 22, 2018.
- 2.5 **Completion Date for Phase 3 Lands** - The Completion Date for the transfer of the Phase 3 Lands will be the day that is 21 Days following the issuance of a building permit issued by the City's Building Services Department for the Phase 3 Lands to the Developer, but may not be later than May 4, 2019.
- 2.6 **Completion Date for Phase 4 Lands** - The Completion Date for the transfer of the Phase 4 Lands will be the day that is 21 Days following the issuance of a building permit issued by the City's Building Services Department for the Phase 4 Lands to the Developer, but may not be later than April 30, 2020.
- 2.7 **Road Closure, Road Dedication, SRW for Access, and Consolidation Plan** – The Developer will be responsible, at its own cost and expense, for
- (a) deposit and registration of the Road Closure Bylaw, Road Closure Plan, and other LTO documents necessary to raise title to the laneway area in the name of the City;
- (b) arranging the execution and deposit of the Road Dedication Plan;

(c) arranging the execution and registration of the SRW for Access over all the Lands; and

(d) arranging the execution and deposit of Reference Plan EPP65496 (the "Consolidation Plan", attached hereto as Schedule "G"),

all for registration/deposit immediately prior to registering the Transfer for the Phase 1 Lands. The City will work in good faith with the Developer to obtain required signatures and approvals for the documents and plans described in this section. Because the effect of deposit of the Road Dedication Plan and the Consolidation Plan will be to change the legal description of the Phases 1, 2, 3 and 4 Lands, the parties agree that the Developer will take title to the Lands in each of the Phases as described by Plan EPP65496.

**2.8 Purchase Price** – The Developer and the City agree that Purchase Price for the Lands shall be as follows:

Phase 1 Lands	\$1,582,750.00
Phase 2 Lands	\$1,582,750.00
Phase 3 Lands:	\$1,500,000.00
Phase 4 Lands	\$2,500,000.00

all excluding GST, PROVIDED HOWEVER that if the Completion Date for Phase 4 will take place after August 1, 2019, the Purchase Price for the Phase 4 Lands will be determined by the appraisal mechanism determined pursuant to section 2.9. If the Phase 4 Lands are appraised using the mechanism below, the Developer understands that the City will need to give public notice of disposition showing the revised purchase price.

- (7) Section 2.9 is amended by removing the phrase "either or both of the last two Phases to complete, as the case may be" and replacing it with "the Phase 4 Lands";
- (8) Section 2.10 is amended by deleting subparagraphs 2.10(a)(i)(4) and (5) and replacing them with the following:
  - (4) \$400,000 for the Phase 4 Lands;
- (9) Section 2.11 is amended by inserting the following sentence at the end of the section:

"The City will work in good faith with the Developer to obtain required signatures and approvals for the building permits described in this section."

(10) By inserting the following as a new section 3.1A:

The obligation of the City and Developer to complete the transaction contemplated by this Agreement is subject to the fulfilment on or before June 2, 2017 of the Approving Officer having approved:

(a) The Road Dedication Plan substantially in the form attached as Schedule "E".

The City and Developer agree that the condition precedent created by this section is for the benefit of both of them and cannot be waived.

(11) By deleting subparagraphs 4.4(a)(i), (ii), and (iii) and replacing them with the following:

(i) in the case of the Completion for Phase 1:

1. the application to deposit the Road Closure Plan signed by all parties except the City, along with a copy of the Road Closure Plan;
2. the application to deposit the Road Dedication Plan, signed by all parties except the City, along with a copy of the Road Dedication Plan;
3. the SRW for Access;
4. the application to deposit the Consolidation Plan signed by all persons required to sign it except for the City, along with a copy of the Consolidation Plan, and

(ii) in the case of Completion for each and every Phase:

1. The Transfer;
2. The City's statement of adjustments;
3. The Developer's GST Certificate;
4. the Option to Purchase, and
5. the S. 219 Covenant,

(12) By deleting section 4.4(b) in its entirety and replacing it with:

(b) Before the Completion Date, the City will cause the City's Solicitors to deliver to the Developer's Solicitors:

(i) in the case of the Completion for Phase 1:

- (1) one certified copy of the Road Closure Bylaw;
  - (2) the signed application to deposit the Road Closure Plan;
  - (3) The City's certificate applying to cancel the Province's right of resumption in Closed Road Lot A and Closed Road Lot B;
  - (4) The signed application to deposit the Road Dedication Plan;
  - (5) the SRW for Access, signed on behalf of the City; and
  - (6) the signed application to deposit the Consolidation Plan;
- (ii) in the case of Completion for each and every Phase:
1. the Transfer, signed on behalf of the City;
  2. the City's statement of adjustments, signed on behalf of the City;
  3. the Option to Purchase, signed on behalf of the City; and
  4. the S. 219 Covenant, signed on behalf of the City

to the Developer's Solicitors, on undertakings satisfactory to the City's Solicitors, acting reasonably. The Developer shall cause the Developer's Solicitors to prepare all associated filing forms for the documents mentioned in this section.

- (13) By deleting Section 4.5 in its entirety and replacing it with the following:

**4.5 Completion** – On or before the Completion Date for a Phase,

(a) forthwith after receipt by the Developer's Solicitors of such payment from the Developer of the Purchase Price for that Phase as described in section 2.8, adjusted under section 4.3, and the documents listed in section 4.4(b) from the City's Solicitors for that Phase, the Developer will cause the Developer's Solicitors to apply to the LTO to deposit and register the documents listed in section 4.4(b) (except the City's statement of adjustments) in the LTO as an all or nothing concurrent application; and

(b) upon the Developer's Solicitor being satisfied after deposit of the documents described in the 4.5(a) for registration in the LTO that, in the normal course of LTO routine, the Developer will be the registered owner in fee simple of the Lands in that Phase, subject only to the Permitted Encumbrances, the Developer will cause the Developer's Solicitors to deliver a certified solicitor's trust cheque for the adjusted Purchase Price for that Phase payable to the City directly to the City.

The parties agree that all requirements of this section are concurrent requirements and that nothing will be Completed on the Completion Date of a phase until everything required to be done by this section for that Phase is done.

- (14) By deleting section 5.2 (g) in its entirety; and
- (15) Section 6.6 is amended by replacing the notice information for the Developer with the following:

Falcon Village Development Ltd.  
#101-11862 226<sup>th</sup> Street  
Maple Ridge, BC V2X 9C8  
fax number: 604-477-5575  
Email Address: fred@falconhomes.com  
Attention: Fred Formosa

- (16) Section 6.14 is amending by adding the following references:

Schedule D – Road Closure Plan  
Schedule E – Road Dedication Plan  
Schedule F – S. 219 Covenant  
Schedule G – Consolidation Plan  
Schedule H – SRW for Access

- (17) By changing all references in the Agreement to the “Re-Purchase Option” to be “Option to Purchase”

#### 4. SCHEDULES TO PURCHASE AGREEMENT

The Purchase Agreement is hereby further amended by

- (1) Replacing Schedule “A” with the page attached to this Agreement as Schedule “A”;
- (2) Replacing Schedule “B” with the pages attached to this Agreement as Schedule “B”;
- (3) in Schedule “C”, changing the legal name of the City on page 23, from “the Corporation of the City of Maple Ridge” to “City of Maple Ridge”;
- (4) Attaching as a new Schedule “D” the page attached to this Agreement as Schedule “D”;
- (5) Attaching as a new Schedule “E” the page attached to this Agreement as Schedule “E”;

- (6) Attaching as a new Schedule "F" the covenant terms attached to this Agreement as Schedule "F";
- (7) Attaching as a new Schedule "G" the page attached to this Agreement as Schedule "G"; and
- (8) Attaching as a new Schedule "H" the SRW terms attached to this Agreement as Schedule "H".

5. CONFLICT

The parties affirm and agree that the Purchase Agreement remains unchanged, except as amended herein. This Agreement will be read together with the Purchase Agreement as if the provisions of this Agreement and the Purchase Agreement were contained in one agreement. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of this Agreement will prevail.

6. EFFECT

All amendments in this Agreement take effect as of the date and year first written above.

7. ENUREMENT

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

8. TIME TO REMAIN OF THE ESSENCE

Time shall remain of the essence in respect of the Purchase Agreement and this Agreement.

9. GOVERNING LAW

This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein and will be treated in all respects as a British Columbia contract.

10. COUNTERPARTS

This Agreement may be signed in one or more counterparts, all of which together will constitute one and the same instrument, and any party may sign by utilizing facsimile transmission facilities.

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

**CITY OF MAPLE RIDGE**, by its authorized  
signatories:

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Corporate Officer:

\_\_\_\_\_  
Date

**FALCON VILLAGE DEVELOPMENT  
LTD.**, by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

Schedule "A"

PIDs: 009-280-618, 009-280-642, 009-280-685, Closed Road Lot B (Phase 1 Lands)

With respect to Closed Road Lot B: the reservations and exceptions contained in Section 50 of the *Land Act* and section 35 of the *Community Charter*, in favour of the Crown in Right of British Columbia.

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x))

SRW for Access (as defined in s. 1.1(y))

PIDs: 003-047-024, 011-298-235, 005-171-563, 005-113-121, Closed Road Lot A (Phase 2 Lands)

With respect to Closed Road Lot A: the reservations and exceptions contained in Section 50 of the *Land Act* and section 35 of the *Community Charter*, in favour of the Crown in Right of British Columbia.

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x))

SRW for Access (as defined in s. 1.1(y))

PIDs: 011-418-796, 011-418-800 (Phase 3 Lands)

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x))

SRW for Access (as defined in s. 1.1(y))

PIDs: 011-381-604, 002-605-708, 011-381-612, 011-381-663, 011-381-671 (Phase 4 Lands)

With respect to PID 011-381-1529 and 011-381-604: Undersurface Rights AB81529

With respect to PID 002-605-708: Undersurface Rights Y170450

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x))

SRW for Access (as defined in s. 1.1(y))

## Schedule "B"

### Overall Development Proposal:

The comprehensive re-development of the Town Centre Lands includes a total of five mixed-use buildings varying in height from five to six storeys, with a total residential yield of 215 units and approximately 4,693 m<sup>2</sup> (50,512 ft<sup>2</sup>) of commercial floor space. The comprehensive development plan includes an underground parkade spanning the balance of the city block that will serve all future buildings. Two ramps to the underground parking structure will be accessed from the internal lane. Building and parkade construction will occur in four phases, beginning in the north-east corner and ending with the buildings along Selkirk Avenue.

### Amenity Spaces and Public Art:

The centre of the block is proposed to be developed as a public plaza space that includes landscaped green spaces, public art, seating areas, water features and routes for non-motorized transportation. Patio space will have the potential to serve as an extension of the commercial space for outdoor seating. Public art will be incorporated into the central plaza space. Vehicular traffic will be restricted through the middle portion of the plaza to create a pedestrian and cycling friendly space.

Space for a commercial 25 child daycare will also be provided within the development. By reference to sections 14 and 16 of the B.C. Child Care Licensing Regulation, this will require 150 m<sup>2</sup>. of indoor space (not including bathrooms, hallways etc.) and 150 m<sup>2</sup>. of outdoor space. If, due to change of legislation or other reason outside the control of the developer, the child care space as built does not meet the requirements for care of 25 children, the space must be used for child care purposes, and for the maximum number of children permitted according to the applicable legislation.

### Green Building Components:

All of the proposed buildings will be constructed to a LEED Certified standard equivalency, although the formal certification process will not be pursued. The developer will be required to submit a Commissioner's Report to the City one year after occupancy in the absence of the formal certification process. The following green building components are proposed to meet the LEED certification standard:

- Low-impact development standards, including absorbent soils, naturalized landscaping and xeriscaping, and permeable surfaces
- Rain water recovery systems
- Organic waste facilities
- Infrastructure for future alternative energy sources
- Roof gardens and permeable paving to reduce impervious surfaces
- Reduced indoor and outdoor water use through fixture selection and irrigation requirements

- Optimize energy efficiency through fixture and appliance selection, extensive use of daylight, and maximized envelope performance.
- Materials are environmentally, economically, and socially have preferable life-cycle impacts
- Reduce construction water and divert materials wherever possible
- Enhance indoor air quality, thermal comfort and overall well-being by: conducting air quality assessment, utilizing low-emitting materials, maximizing natural ventilation, offering individual control of air temperature, maximizing daylight and providing unobstructed views for the majority of living control of air temperatures, maximizing daylight and providing unobstructed views for the majority of living commercial spaces.
- Electrical vehicle charging stations and Provision for Electrical Vehicles
  - Public: one Level 3 fast-charging receptacle located within the public surface parking area to be provided and wired to city power.
  - CRU tenants: install conduit to allow for one Level 2 charging receptacle per CRU unit.
  - Residents: install conduit to 10% of the parking stalls to allow for future Level 1 charging receptacles.

#### Rental Housing:

Both rental and accessible housing units will be provided in the proposed buildings. The number of rental units to 10% of the residential units in the project (21 total), with 50% of those being market rental and 50% being affordable non-market rental. The rental housing units will be subject to a perpetual Housing Agreement, which will permit the rental housing units to be sold but only to be occupied by a renter as defined in the Housing Agreement. The breakdown is as follows:

- a. 5 rental units in Phase 1, being:
  - i. 2 – two bedroom units, rented at market rate
  - ii. 2 – three bedroom units, rented at market rate
  - iii. 1 -two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code
- b. 4 rental units in Phase 2, being:
  - i. 3 – one bedroom units, rented at market rate
  - ii. 1 – 3 bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code
- c. 5 rental units in Phase 3
  - i. 2 – two bedroom units, rented at market rate
  - ii. 2 – three bedroom units, rented at market rate
  - iii. 1 – two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code

- d. 7 affordable non-market units in Phase 4
  - i. 3 – two bedroom units, rented at affordable non-market rate
  - ii. 4 – one bedroom units, rented at affordable non-market rate, with 2 of these being fully accessible as described in the BC Building Code

For clarity, in the Housing Agreement for the 10 affordable non-market units, rent will be set at a maximum of 30% of average household income (as published by BC Housing or Stats Canada).

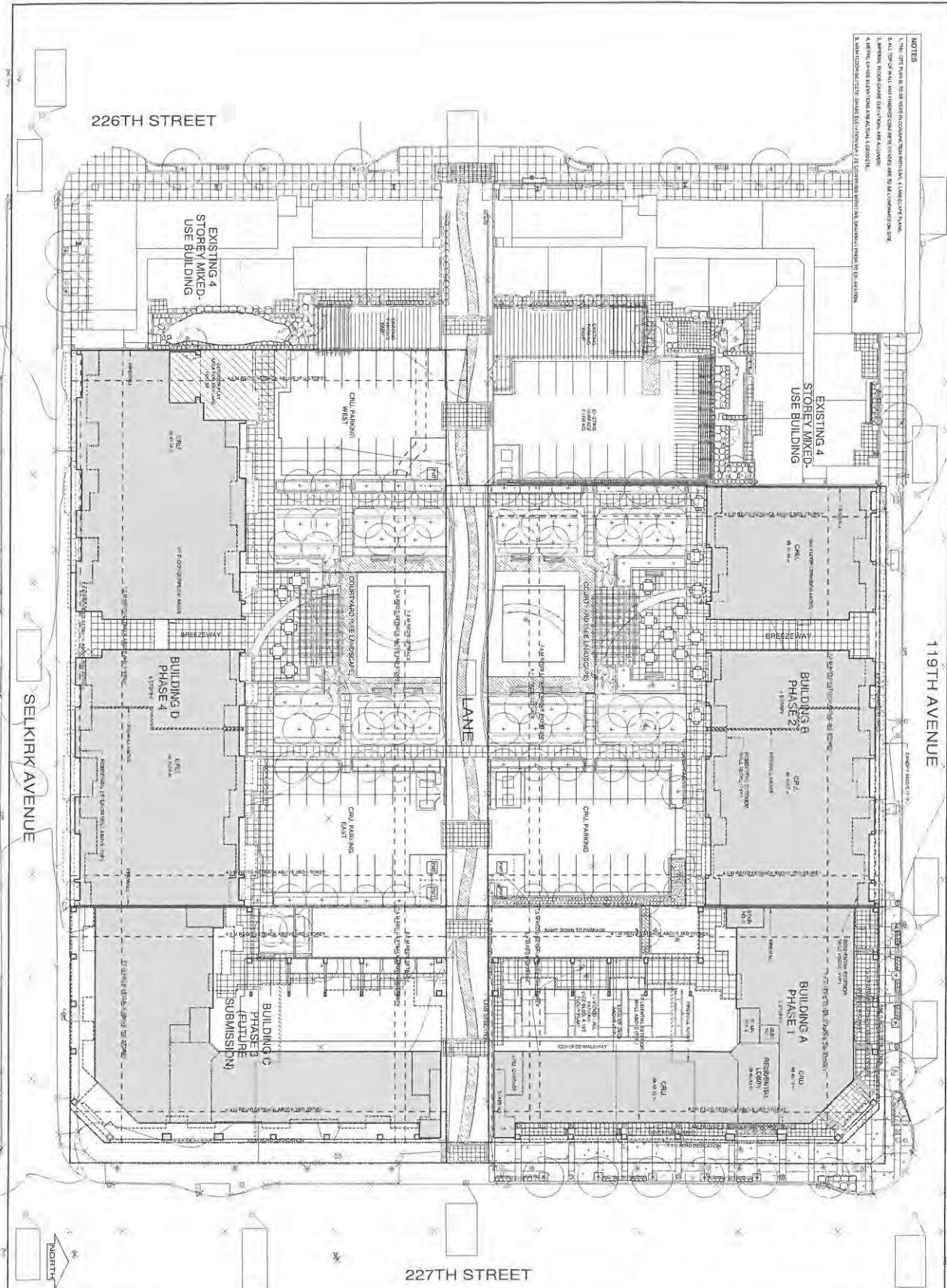
Adaptable Housing:

In addition to secured rental housing units, adaptable housing units will also be provided. The developer proposes to provide age-in-place measures following the SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standards Society. These measures include:

- Thresholds (including doorways and showers)
- Backing/reinforcement for future grab bars in washrooms and at stairs
- Doors – as wide as possible; easily operated hardware (lever sets)
- Passageways and pinch points
- Shower control valves

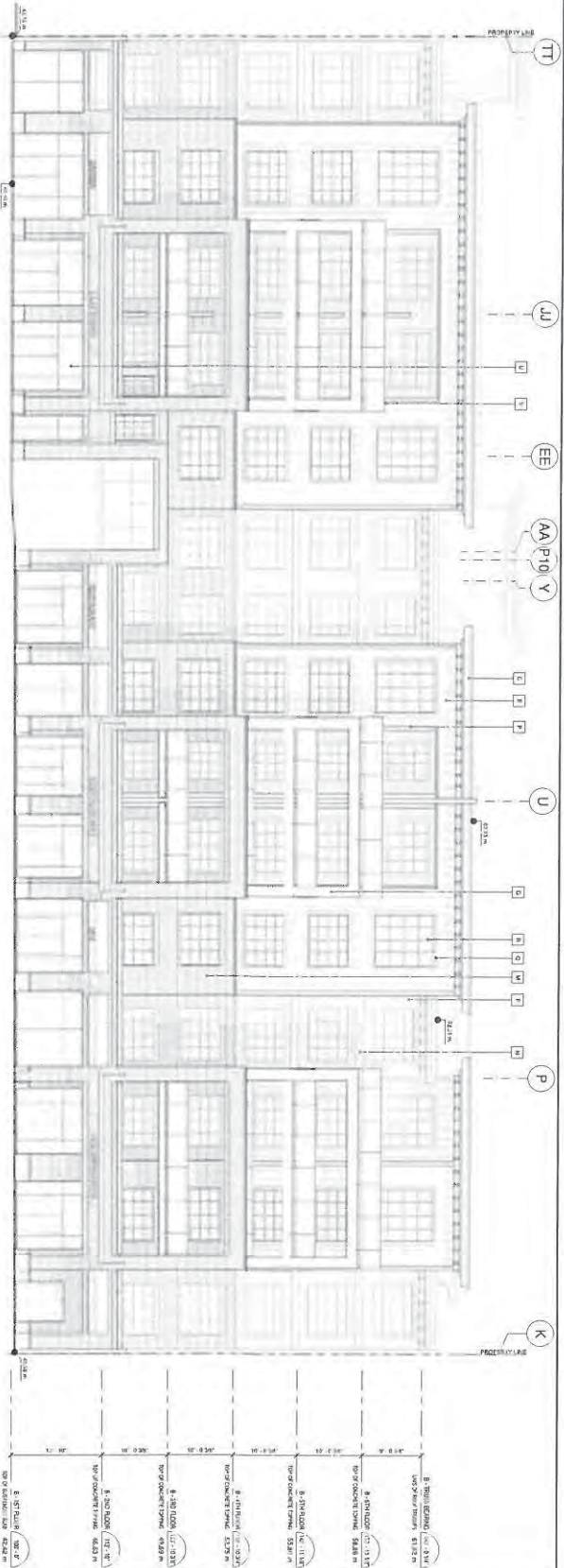
10% of units will be constructed to this standard.

- NOTES**
1. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE 1:1000 SCALE PLAN.
  2. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE NOTED.
  3. EXISTING BUILDING MIXED-USE BUILDING.
  4. EXISTING BUILDING MIXED-USE BUILDING.
  5. EXISTING BUILDING MIXED-USE BUILDING.



<p><b>JOB NO:</b> 1509</p> <p><b>SHEET NO:</b> DP1.2</p>	<p><b>DATE:</b> April 2011</p> <p><b>SCALE:</b> 1:1000</p> <p><b>REVISION:</b> 1.0</p>	<p><b>DRAWING TITLE:</b> SITE PLAN</p>	<p><b>NAME:</b> FALCON VILLAGE</p>	<p><b>PROJECT:</b> FALCON VILLAGE</p>	<p><b>CONSULTANT:</b></p> <p><b>points west</b> ARCHITECTURE</p> <p>211-2150 101 Parkway St. Vancouver, B.C. V6E 2E2</p> <p>PHONE: 604-661-8665 FAX: 604-661-8606 E: <a href="mailto:info@pointswest.com">info@pointswest.com</a></p>	<p><b>REVISIONS:</b></p> <table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Initial Design</td> <td>April 2011</td> </tr> </tbody> </table>	No.	Description	Date	1	Initial Design	April 2011
No.	Description	Date										
1	Initial Design	April 2011										





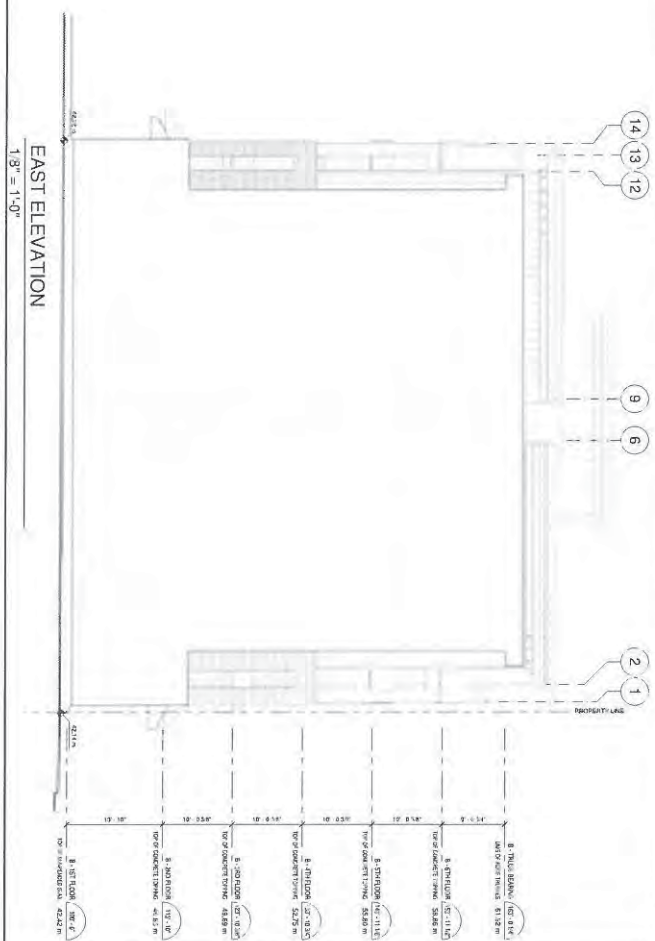
**SOUTH ELEVATION**  
1/8" = 1'-0"

**BUILDING FINISHES**

- A. ROOF - CLAY TILED ROOFING SYSTEM (SEE PLAN)
- B. FLOOR - PAINTED 3/4" SOLID FLOOR WITH REINFORCED ALUMINUM OUTLETS WHERE REQUIRED
- C. FLOOR - PAINTED 1/4" THICK ON ALL FLOOR BOARDS
- D. WALL - PAINTED CEMENTIOUS SHAKE BOARD
- E. WALL - PAINTED CEMENTIOUS BOARD AND BATTEN BOARD
- F. WALL - PAINTED CEMENTIOUS CLAYWARE BOARD
- G. WALL - PAINTED CEMENTIOUS PANELS WITH TRAC
- H. WALL - 3/4" SOLID BOARD
- I. WALL - 1/4" SOLID BOARD AND BATTEN BOARD
- J. WALL - 1/4" SOLID BOARD
- K. WALL - 1/4" SOLID BOARD
- L. WALL - 1/4" SOLID BOARD
- M. WALL - 1/4" SOLID BOARD
- N. WALL - 1/4" SOLID BOARD
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- P. WALL - 1/4" SOLID BOARD
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- U. WALL - 1/4" SOLID BOARD
- V. WALL - 1/4" SOLID BOARD
- W. WALL - 1/4" SOLID BOARD
- X. WALL - 1/4" SOLID BOARD
- Y. WALL - 1/4" SOLID BOARD
- Z. WALL - 1/4" SOLID BOARD

**NOTES**

1. MATERIAL, COLOR, GRADE, ELEVATION, AND ASSUMED
2. MATERIAL, COLOR, GRADE, ELEVATION, AND ASSUMED
3. MATERIAL, COLOR, GRADE, ELEVATION, AND ASSUMED



**EAST ELEVATION**  
1/8" = 1'-0"



**points west**  
ARCHITECTURE

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Abbotsford, B.C.  
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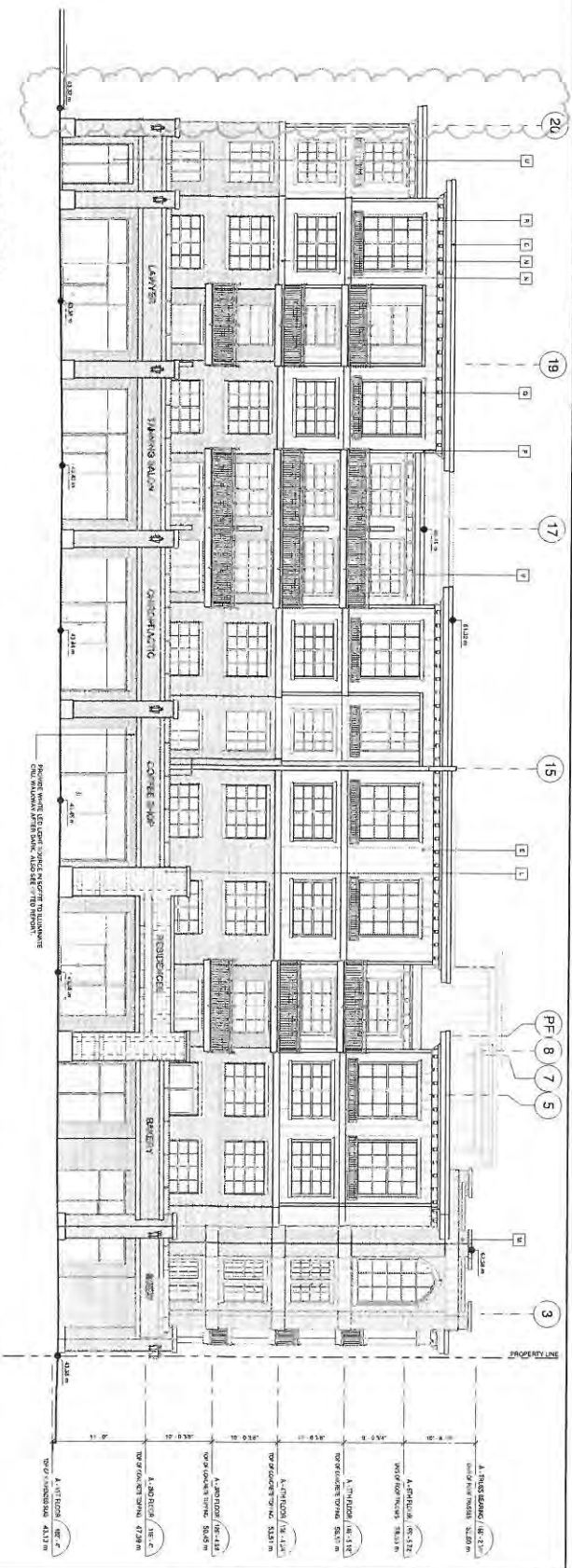
**PROJECT:**  
FALCON VILLAGE  
PHASE 2, BLDG B, 59  
UNITS

**DATE:**  
JUNE 2016

**DRAWING TITLE:**  
ELEVATIONS

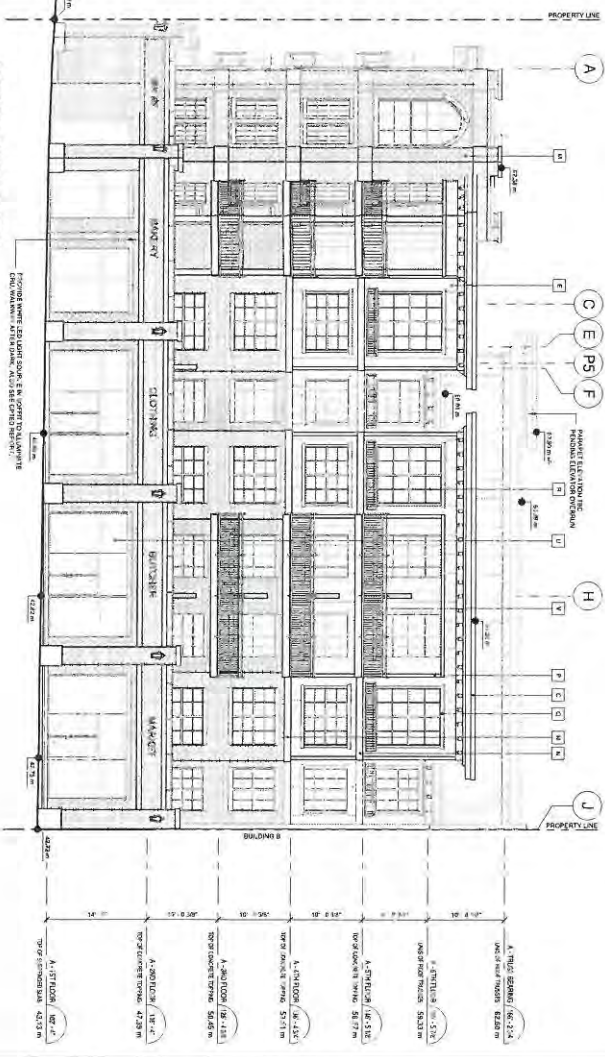
**JOB NO.:**  
1509-B

**SHEET NO.:**  
DP3.2b



EAST ELEVATION  
1/8" = 1'-0" (1:96)

- BUILDING FINISHES - BUILDING A**
- C. EXTERIOR: STAINED 1x4 SHUTTER 2x2 FACTORY BRICK
  - D. EXTERIOR: STAINED 1x4 SHUTTER 2x2 FACTORY BRICK
  - E. WALL: PAINTED CLERESTORY BRICK AND BATTEN SIDING
  - F. WALL: PAINTED CLERESTORY BRICK AND BATTEN SIDING
  - G. WALL: PAINTED CLERESTORY BRICK AND BATTEN SIDING
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  - AI. WALL: PAINTED CLERESTORY BRICK AND BATTEN SIDING
  - AJ. WALL: PAINTED CLERESTORY BRICK AND BATTEN SIDING



NORTH ELEVATION  
1/8" = 1'-0" (1:96)

**PROJECT:**  
BRICKWATER  
VILLAGE PHASE 1,  
BLDG A, 44 UNITS

**DATE:** APRIL 2014  
**SCALE:** AS SHOWN  
**DRAWN BY:** J. H. J. A.S.

**DATE:** APRIL 2014  
**SCALE:** AS SHOWN  
**DRAWN BY:** J. H. J. A.S.

**DATE:** APRIL 2014  
**SCALE:** AS SHOWN  
**DRAWN BY:** J. H. J. A.S.

**points west**  
ARCHITECTURE

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FAX: 604-864-8855  
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WEBSITE: www.pointswest.ca

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	JAN 13 2014
2	ISSUED FOR PERMIT	JAN 13 2014
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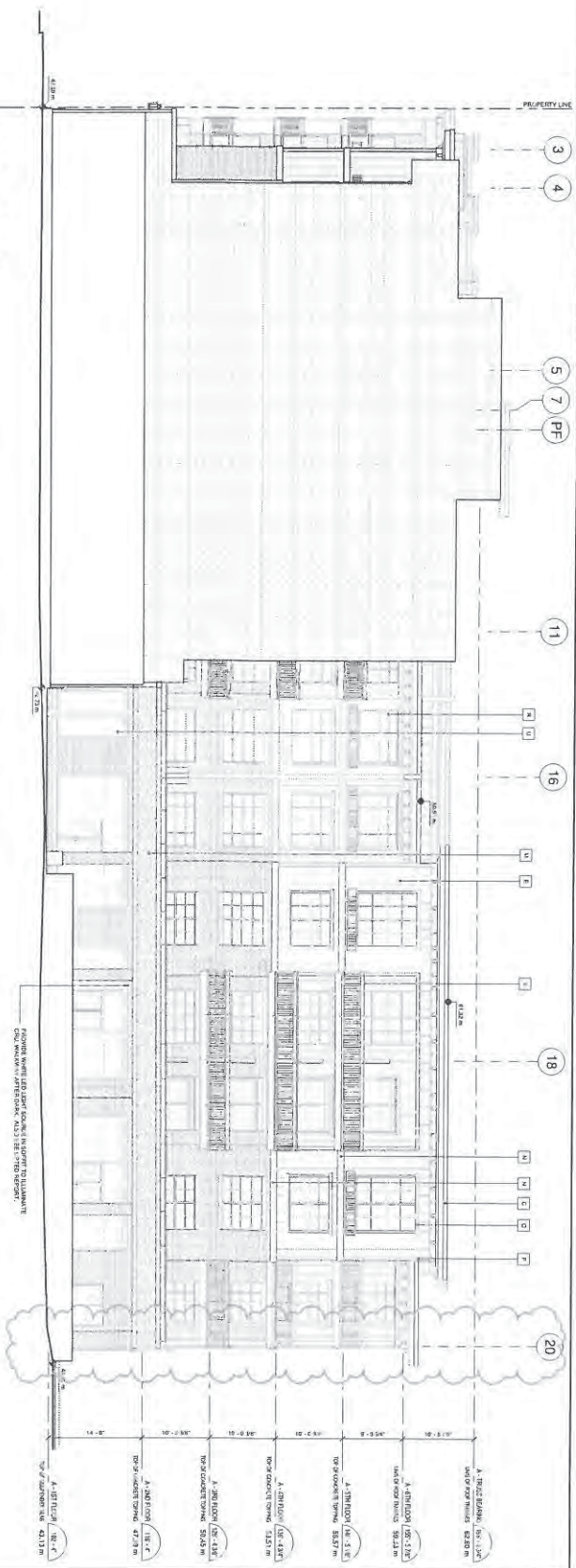
**CONSULTANT:**

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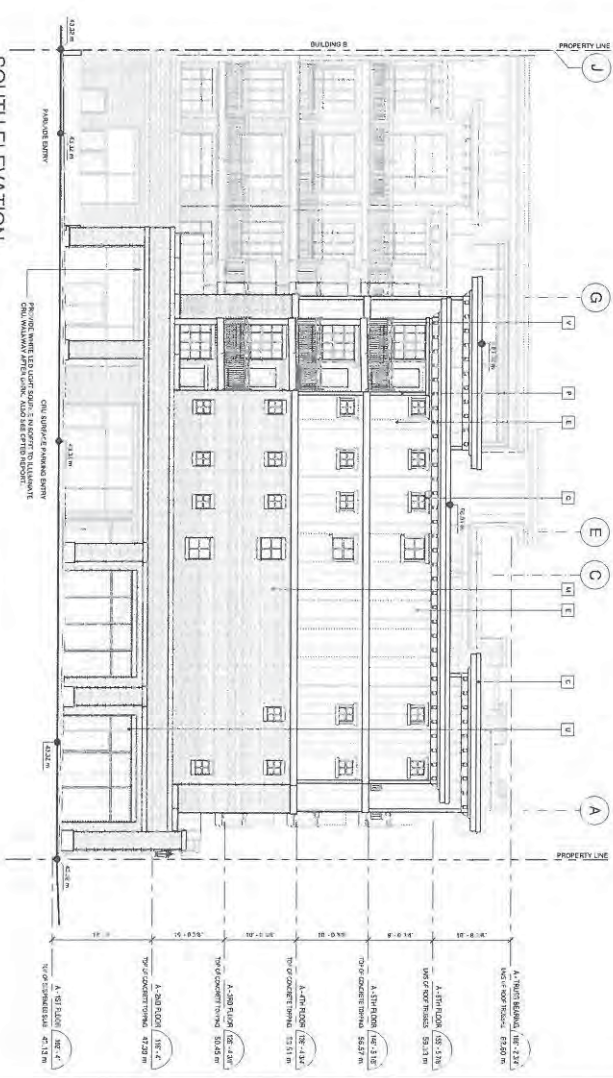
**JOB NO:** 1509

**SHEET NO:** DP3.1a

**DATE:** APRIL 2014  
**SCALE:** AS SHOWN  
**DRAWN BY:** J. H. J. A.S.



WEST ELEVATION  
1/8" = 1'-0" (1:96)



SOUTH ELEVATION  
1/8" = 1'-0" (1:96)

- BUILDING FINISHES - BUILDING A**
- C- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - D- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - E- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - F- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - G- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - H- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - I- WALL - CAST CONCRETE STONE
  - J- WALL - CAST CONCRETE STONE
  - K- WALL - CAST CONCRETE STONE
  - L- WALL - CAST CONCRETE STONE
  - M- WALL - CAST CONCRETE STONE
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  - X- WALL - CAST CONCRETE STONE
  - Y- WALL - CAST CONCRETE STONE
  - Z- WALL - CAST CONCRETE STONE

**PROJECT:**  
BRICKWATER  
VILLAGE PHASE 1,  
BLDG A, 44 UNITS

**DATE:** APRIL 2016  
**SCALE:** AS INDICATED  
**DRAWN:** WPT, TF, HB, JLS

**DRAWING TITLE:**  
ELEVATIONS

**points west**  
ARCHITECTURE

203 - 2190 W. Railway St.  
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503-252-1111

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**REVISIONS:**

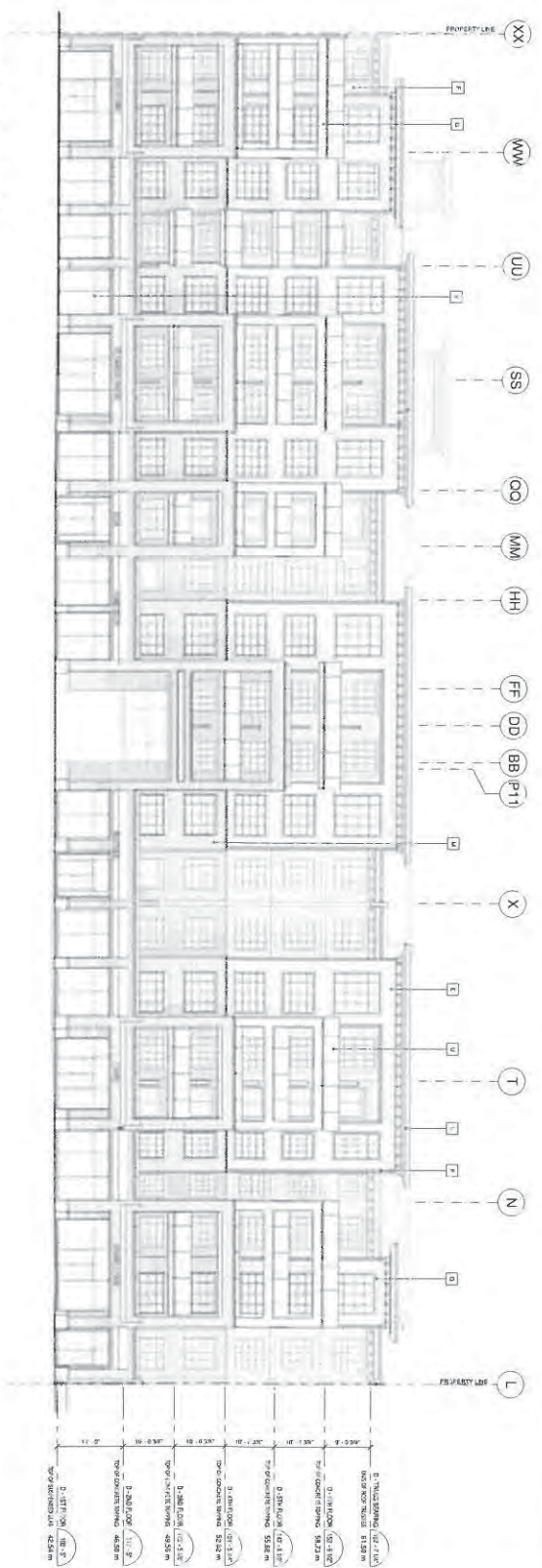
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2	ISSUED FOR PERMIT	OCTOBER 15, 2015
3	ISSUED FOR PERMIT	NOVEMBER 10, 2015
4	ISSUED FOR PERMIT	DECEMBER 10, 2015
5	ISSUED FOR PERMIT	JANUARY 10, 2016

JOB NO.: 1509

SHEET NO.: DP3.2a

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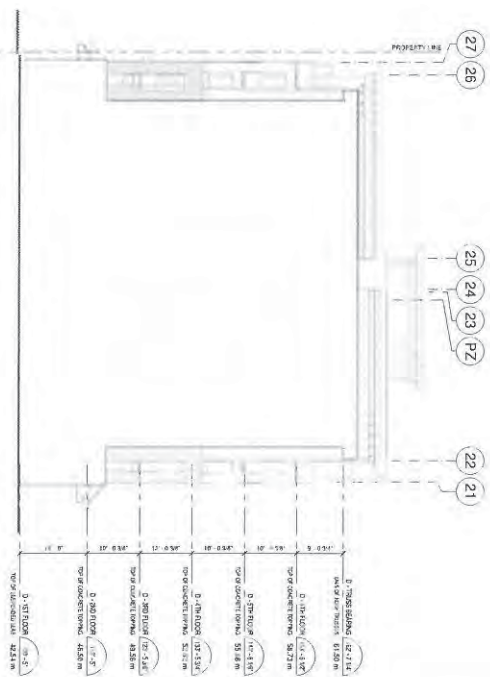


**SOUTH ELEVATION**  
3/32" = 1'-0"

- BUILDING FINISHES**
- A. ROOF - CLAY TILE FINISHED PARAPETS ON 18" MIN. INSULATION
  - B. EXTERIOR - PAINTED IN BLACK (P.F.C.) WITH PREPARED ALUMINUM CLIFFERS WHERE REQUIRED
  - C. EXTERIOR - PAINTED IN TRIM COLOR (P.F.C.)
  - D. WALL - PAINTED GARDENING BEDS AND BATHS ROOMS
  - E. WALL - PAINTED GARDENING BEDS AND BATHS ROOMS
  - F. WALL - PAINTED GARDENING BEDS AND BATHS ROOMS
  - G. WALL - PAINTED GARDENING BEDS AND BATHS ROOMS
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  - Y. WALL - PAINTED GARDENING BEDS AND BATHS ROOMS
  - Z. WALL - PAINTED GARDENING BEDS AND BATHS ROOMS

- NOTES**
1. MATERIALS AND FINISHES TO BE DETERMINED BY THE ARCHITECT
  2. MATERIALS AND FINISHES TO BE DETERMINED BY THE ARCHITECT
  3. MATERIALS AND FINISHES TO BE DETERMINED BY THE ARCHITECT

**EAST ELEVATION**  
3/32" = 1'-0"



**PROJECT:**  
FALCON VILLAGE  
BLDG D, 79 UNITS

**DATE:** APRIL 2016  
**SCALE:** AS SHOWN  
**DESIGNED BY:** J. D. J.

**DRAWING TITLE:**  
ELEVATIONS

**points west**  
ARCHITECTURE

203 - 2150 W. Railway St.  
Asheville, N.C.  
28702

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**CONSULTANT:**

**REVISIONS:**

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**JOB NO.:** 1509-D  
**SHEET NO.:** DP3.1d

**DATE:** APRIL 2016  
**SCALE:** AS SHOWN  
**DESIGNED BY:** J. D. J.

**CONSULTANT:**

**REVISIONS:**

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$$3/32" = 1'-0"$$


$$3/32" = 1'-0"$$


3. MAIN FLOOR GEODETTIC GRADE ELEVATIONS MUST BE CONFIRMED WITH C.I.T. DRAWINGS PRIOR TO EXCAVATION.

JOB NO: 1509-D  
SHEET NO: DP3.2d

1234

**PROJECT:**  
FALCON VILLAGE,  
BLDG D, 79 UNITS

  
points west  
ARCHITECTURE

203 • 2190 W. Railway St.  
Anchorage, B.C.  
V1S 2E2

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FAX: 604-864-8765  
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CONSULTANT

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19 ISSUED FOR CLIENT REVIEW: DEC. 16 2016  
 Svc: Description Date  
 REVISIONS:

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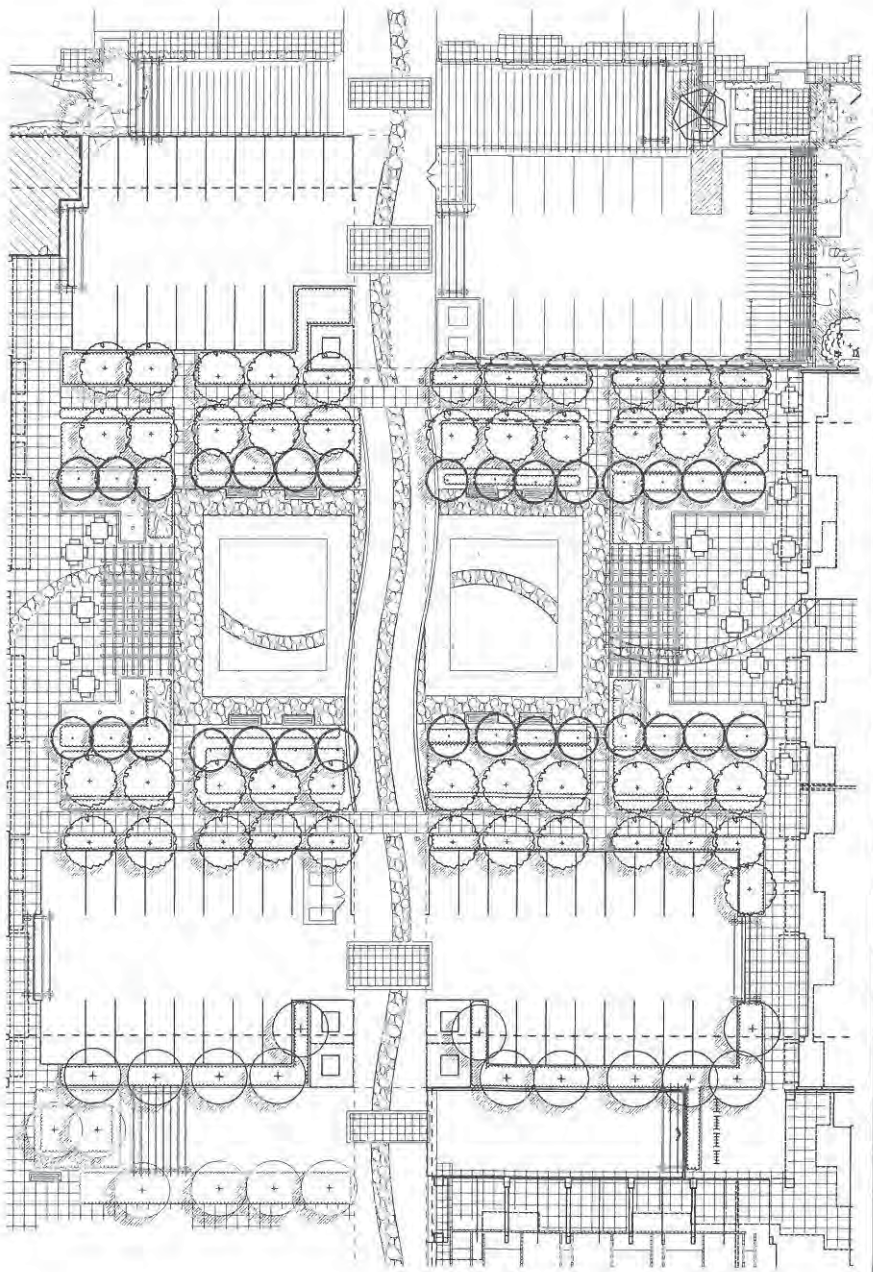
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1141

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# PLANT SCHEDULE

KEY QTY	BOTANICAL NAME	COMMON NAME	M2 JOB NUMBER	PLANTED SIZE / REMARKS
12	ACER RUBRA DOUGLASS GLORY	DOUGLASS GLORY MAPLE	9x-xxx	60% CAL, 24 STD, 14 B
46	CARPUS BENTLEY VASTIGATA	PYRAMIDAL BENTLEY HONEYSUCKLE		1 CAL, 14 B, 14M STD
30	CORUS KOUSA VIOLETES	VIOLETES CHINESE DOGWOOD		3M HT, 14M STD, 14 B

NOTES: \* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE 2011 LANDSCAPE STANDARD LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CITY STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. CERTAIN SPECIMENS MAY BE SUBSTITUTED FOR OPTIONAL, BUT ONLY IF THEY ARE OF EQUAL OR BETTER QUALITY. \* SEASON AND REGIONAL PLANT MATERIAL AVAILABLE FOR OPTIONAL, BUT ONLY IF THEY ARE OF EQUAL OR BETTER QUALITY. \* SUBSTITUTIONS, CERTAIN PLANTS, REJECTED ALONG A MINIMUM OF FIVE DAYS PRIOR TO PLANTING FOR REASON TO SUBSTITUTE. SPECIFICATIONS ARE SUBJECT TO BE LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF A-QUALITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. \* PROVIDE CERTIFICATION UPON REQUEST.


  
**LANDSCAPE ARCHITECTURE**

#210 - 26 LONE WAYS  
New Westminster, British Columbia  
V3H 3J7  
TEL: 604.553.0044  
FAX: 604.553.0045  
Email: office@m2la.com



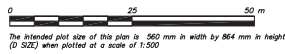
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100	2011-10-10	REVISED	MM

PROJECT: **BRICKWATER VILLAGE**  
**MAPLE RIDGE**

DRAWING TITLE: **TREE PLAN**

DATE: 199 SEP 2006  
SCALE: 1/8"=1'-0"  
DRAWING NUMBER: **L4**  
DESIGNER: **OF D**  
CHECK: **OF D**  
M2 PROJECT NUMBER: **1028 MD 0007**

PURSUANT TO SECTION 120 LAND TITLE ACT  
PURSUANT TO SECTION 40 COMMUNITY CHARTER  
BCGS 92G.028



Integrated Survey Area No. 36, Maple Ridge, NAD83 (CSRS), 4.0.0.BC.1.GVRD

Grid bearings are derived from observations between geodetic control monuments 84H0097 and 84H0106 and are referred to the central meridian of UTM Zone 10N.

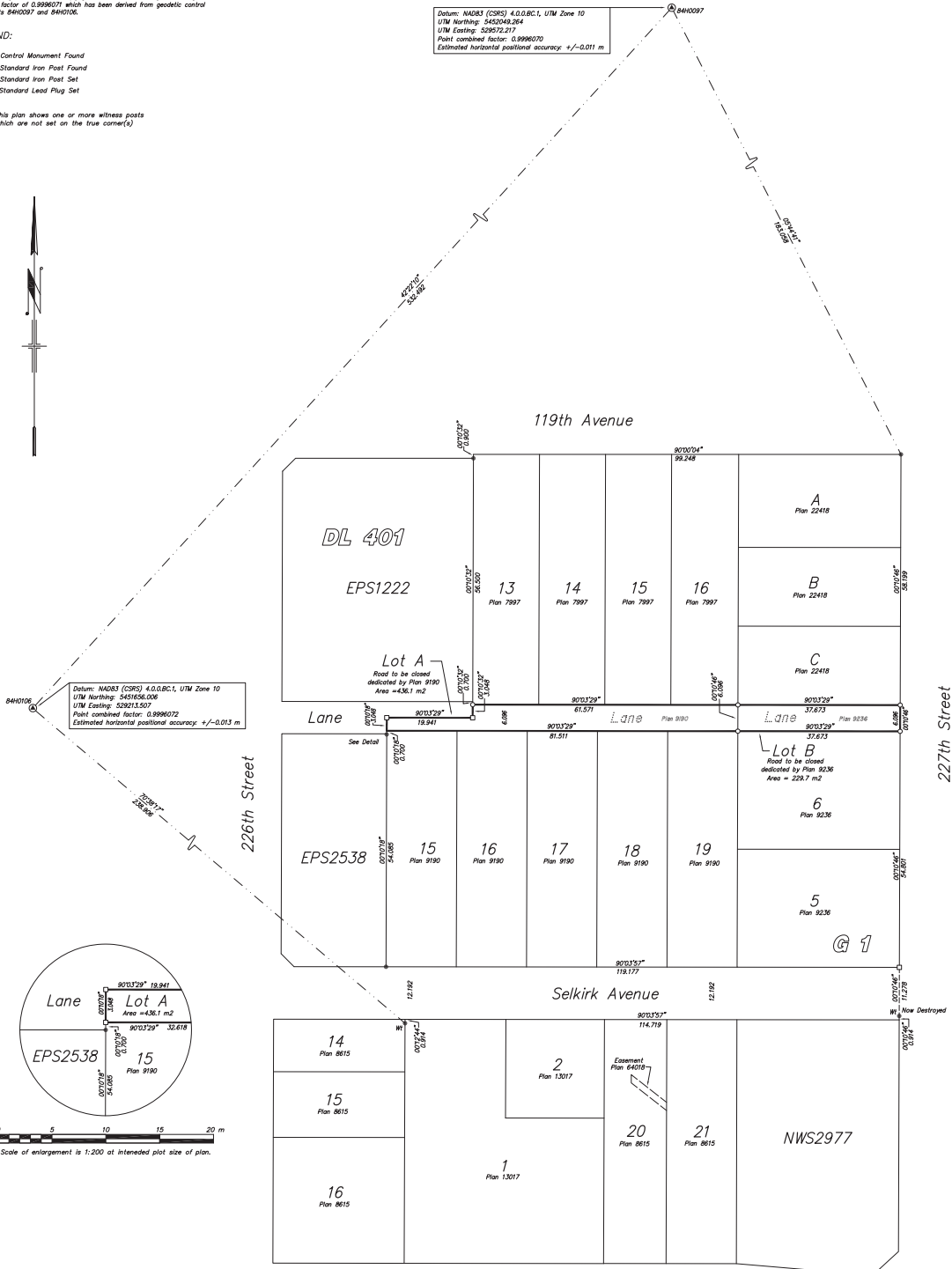
The UTM coordinates and estimated horizontal positional accuracy achieved are derived from the MASCOT published coordinates and standard deviations for geodetic control monuments 84H0097 and 84H0106.

*This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9996071 which has been derived from geodetic control monuments 84H0097 and 84H0106.*

**LEGEND:**

- Ⓐ Control Monument Found
- Standard Iron Post Found
- Standard Iron Post Set
- Standard Lead Plug Set

Note: This plan shows one or more witness posts which are not set on the true corner(s)



*Lougheed Highway*

AREAS TO BE CLOSED

Book Of Reference	
Description	Area (m <sup>2</sup> )
Part Road DL 401 G1 NWD Plan 9190	436.1
Part Road DL 401 G1 NWD Plan 9236	229.7

*This plan lies within the  
Greater Vancouver Regional District*

The field survey represented by this plan was completed on the 21st day of September, 2016.  
Mike Bernemann, BCLS 793

## REFERENCE PLAN OVER PARTS OF:

LOTS 13 TO 16 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 7997,  
 LOTS A, B, AND C DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 22418,  
 LOTS A AND B DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65494,  
 LOTS 5 AND 6 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 9236  
 LOTS 15 AND 16 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 9190

PURSUANT TO SECTION 107 LAND TITLE ACT

BCGS 92G.028

0 25 50 m  
 The intended plot size of this plan is 560 mm in width by 864 mm in height  
 (D 528) when plotted at a scale of 1:500

Integrated Survey Area No. 36, Maple Ridge, NAD83 (CSRS), 4.0.0.BC.1.GVRD

Old bearings are derived from observations between  
 geodetic control monuments 84H0297 and 84H0106 and  
 are referred to the central meridian of UTM Zone 10N.

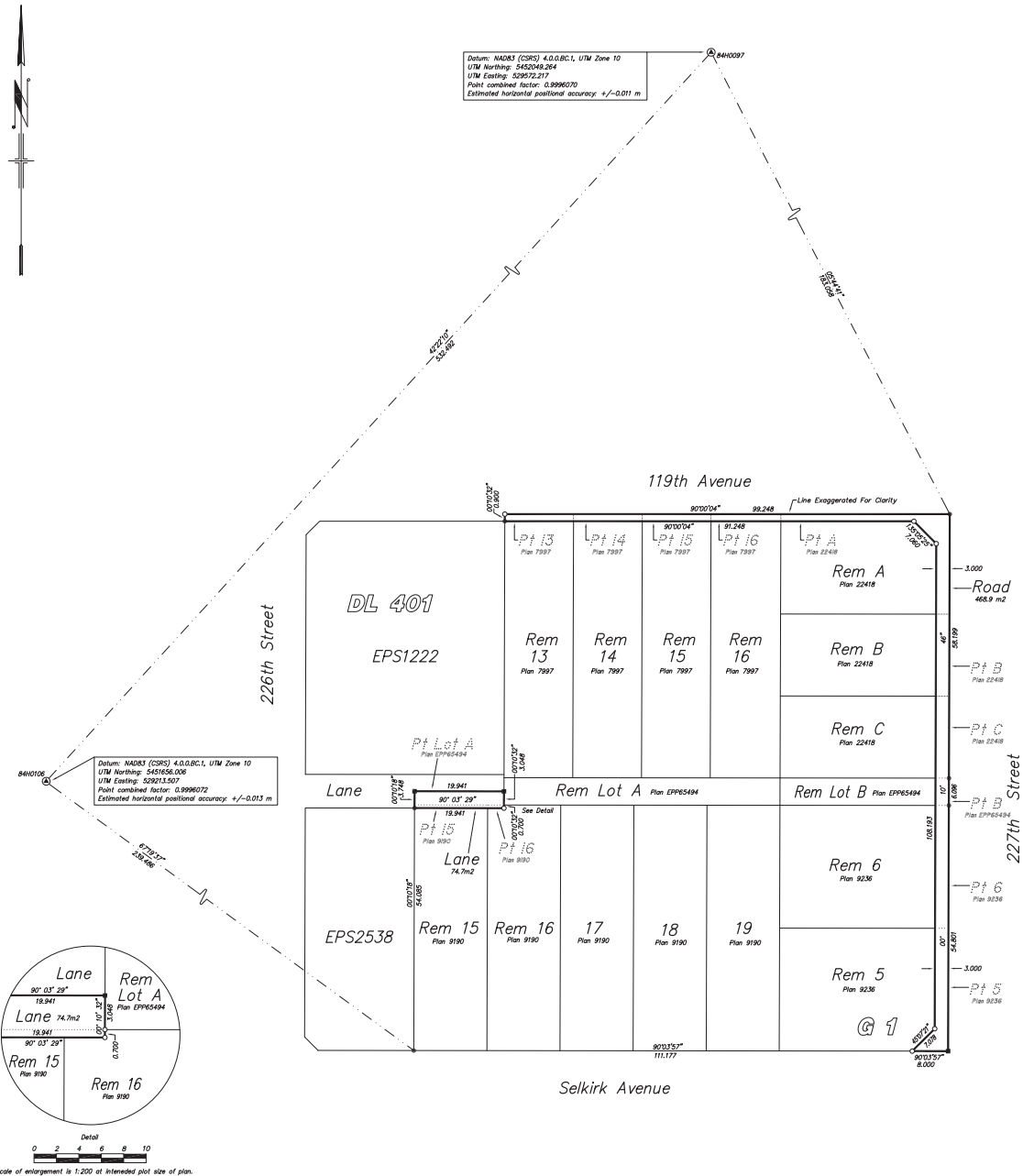
The UTM coordinates and estimated horizontal positional accuracy achieved  
 are derived from the MASOT published coordinates and standard deviations  
 for geodetic control monuments 84H0297 and 84H0106.

This plan shows horizontal ground-level distances unless otherwise specified.  
 To compute grid distances, multiply ground-level distances by the average  
 combined factor of 0.9996072 which has been derived from geodetic control  
 monuments 84H0297 and 84H0106.

## LEGEND:

- Control Monument Found
- Standard Iron Post Found
- Standard Iron Post Set
- Standard Lead Plug Found

Note: Some Lines Have Been Enlarged For Clarity.



This plan lies within the jurisdiction of the  
 Approving Officer for the District of Maple Ridge

This plan lies within the  
 Greater Vancouver Regional District

The field survey represented by this plan was  
 completed on the 26th day of May, 2017  
 Mike Bernemann, BCLS 793

**TERMS OF INSTRUMENT - PART 2**

**Section 219 Covenant**

THIS COVENANT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,

BETWEEN:

**FALCON VILLAGE DEVELOPMENT LTD.**, a company incorporated in British Columbia under No. BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley, BC, V3A 1N9

(the "Developer")

AND:

**CITY OF MAPLE RIDGE**, a municipality incorporated under the *Community Charter*, and having its office at 11995 Haney Place, Maple Ridge, BC, V2X 6A9

("City")

WHEREAS:

- A. The Developer is the registered owner in fee simple of those lands and premises in Maple Ridge, British Columbia which are legally described in Item 2 of the Form C attached hereto ( "Lot \_\_\_\_");
- B. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;
- C. The City, after a request for proposal process, sold Lot \_\_\_\_ to the Developer on the condition that Lot \_\_\_\_ is developed in conformance with the Developer's development proposal, including the provision of amenities for the development;
- D. [**AMEND AS REQUIRED**] An agreement on these same terms is also registered or is expected to be registered against another portion of this development being PID: \_\_\_\_, Lot \_\_\_\_, [***list other three lots***] and it is intended that this Agreement and the agreement registered on those other properties shall be read as one agreement and the defined term "Lands" includes those other properties together with Lot \_\_\_\_.
- E. The Developer wishes to grant and City wishes to accept these covenants over Lot \_\_\_\_ restricting the use and subdivision of Lot \_\_\_\_ in the manner herein provided;

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One (\$1.00) Dollar paid by City to the Developer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 219 of the *Land Title Act* of British Columbia as follows:

**Grant of Section 219 Covenant**

1. The Developer hereby covenants, promises and agrees, pursuant to the Section 219 of the *Land Title Act*, as amended, that the Developer shall not subdivide, not build, use or not use Lot \_\_\_\_, as the case may be, and may not apply for a building permit or occupancy permit as the case may be, except as provided for in Attachment “1” attached hereto.

**Costs**

2. The Developer shall comply with all the requirements of this Agreement at its own cost and expense.

**Construction Standards**

3. All works and services required to be undertaken by the Developer pursuant to this Agreement shall be completed to City’s applicable bylaw standards for those works and services and to the satisfaction of City.

**Plans**

4. Where a covenant, right of way or other document required by this Agreement requires a survey or other plan, the Developer shall be solely responsible, at its own cost, for preparation of the document, including the survey and the plan.

**Registration**

5. The Developer agrees to do everything necessary, at the Developer’s expense, to ensure that this Agreement is registered against title to Lot \_\_\_\_ with priority over all financial charges, financial liens and financial encumbrances that are registered, or the registration of which is pending at the time of application for registration of this Agreement, except those in favour of City.

### **Priority**

6. Where any part of this Agreement requires the Developer to grant City a further covenant, statutory right of way or other interest in land as a condition of a subdivision or use of Lot \_\_\_, the Developer shall apply to register that document, at its own cost, in priority to all registered and pending financial charges.

### **Severance**

7. 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 the Agreement.

### **Runs with Lands**

8. The covenants set forth herein shall charge Lot \_\_\_ pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with Lot \_\_\_ and bind Lot \_\_\_ and every part or parts thereof, and shall attach to and run with Lot \_\_\_ and each and every part to which Lot \_\_\_ may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of Lot \_\_\_, but shall charge the whole of the interest of such purchaser and shall continue to run with Lot \_\_\_ and bind Lot \_\_\_ and all future owners of Lot \_\_\_ and any portion thereof.

### **Other Development Requirements**

9. The Developer acknowledges and agrees that this Agreement does not include all the requirements for development of Lot \_\_\_ or any portion of Lot \_\_\_, and that prior to construction or other development work, the Developer must obtain all necessary development permits, development variance permits, building permits, and other required approvals from City. The Developer acknowledges and agrees that acceptance of this Agreement by City is not confirmation that permits and other approvals will be granted or given by City.

### **Specific Relief**

10. Because of the public interest in ensuring that all of the matters described in this agreement, and the provisions of all applicable laws, are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British

Columbia at the instance of the Municipality, in the event of an actual or threatened breach of this agreement.

**Indemnity**

11. The Developer hereby releases, indemnifies and saves harmless City, its elected officials, officers, employees, agents and others for whom City is responsible at law from and against any and all manner of actions, causes of actions, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising out of or in any way due to or relating to the granting or existence of this Agreement or the carrying out of the transactions contemplated by it.

**Interpretation**

12. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

**Bylaw to the Contrary**

13. This Agreement shall restrict the subdivision and use of Lot \_\_\_\_ in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of City.

**Other Requirements**

14. The Developer acknowledges that satisfaction of the conditions established by this Agreement does not relieve the Developer from complying with all enactments and lawful requirements in relation to the subdivision and use of Lot \_\_\_\_.

**Further Assurances**

15. The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

**Waiver**

16. Waiver by City of any default by the Developer shall not be deemed to be a waiver of any subsequent default.

### **Powers Preserved**

17. Nothing contained or implied herein shall prejudice or affect the rights and powers of City in the exercise of its functions pursuant to the *Local Government Act* or the *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to Lot \_\_\_\_, all of which may be fully and effectively exercised in relation to Lot \_\_\_\_ as if this Agreement had not been executed and delivered by the Developer.

### **Enurement**

18. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

### **Municipal Discretion**

19. Wherever in this Agreement the approval of City is required, some act or thing is to be done to the satisfaction of City, or City is entitled to form an opinion or is given a sole discretion:
  - (a) The relevant provision is not deemed fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by a representative of City;
  - (b) The approval, opinion or satisfaction is in the discretion of City in its sole and unfettered discretion; and
  - (c) City is under no public law duty of fairness or natural justice and may do any of those things in the same manner as if it were a private party and not a public body.

### **References**

20. Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

### **City's Representative**

21. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by City's Director of Planning or his/her delegate ("Planner").

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

## **ATTACHMENT “1”**

### **Siting and Development**

1. All buildings and structures to be constructed or erected on the Lands shall be constructed or erected in compliance with the Design Guidelines, attached hereto as Attachment “2”. The City’s Planner is hereby authorized to approve minor amendments to the Design Guidelines provided that such amendments are consistent with the overall character and intent of the original Design Guidelines. All references to Phases in this Attachment “1” refer to the buildings to be built in phases as shown on the Design Guidelines.
2. The Lands shall not be occupied for residential purposes unless the Developer has constructed, installed and completed all trees, shrubs, flowers, structural soils or approved alternative, irrigation systems, screening, decorative pavers, decorative concrete, decorative brick, decorative lighting, water features, seating areas and other aesthetic features to be constructed and installed on the Lands, as shown on the Design Guidelines to the satisfaction of the Planner, on or before the date that is ninety (90) days following the substantial completion of all dwellings to be constructed on the Lands .
3. All vehicular traffic through the Lands will be prohibited except through the east-west corridor marked “Lane” on page DP1.2 of the Design Guidelines.
4. The Developer will make provision for routes for pedestrian, wheelchair and bicycle transportation through the development, including granting easements for passage over the Lands or common property as the case may be, to the satisfaction of the Planner.

### **Public Art**

5. The Lands shall not be occupied for residential purposes unless the Developer has provided one or more pieces of public art, such as statuary, to be situated on the Lands, at a minimum collective value of twenty thousand dollars (\$20,000.00), to the satisfaction of the Planner. The Developer will inform the Planner of the exact number, situation and descriptions of the public art pieces, and the Developer will ensure the approved public art pieces are installed before the Developer makes application to the City for an occupancy permit for that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496.
6. The public art pieces described in section 5 above shall be maintained in perpetuity by the Developer or its successors in title.

### Child Care Centre

7. The Developer shall, as part of the development of that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496, construct a daycare space within that development being one commercial retail unit, of at least 150 m<sup>2</sup> of indoor space (not including bathrooms and hallways) and 150 m<sup>2</sup> of exclusive-use outdoor space, for use as a 25-child daycare (the “Daycare Space”).
8. No building or structure on that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496 shall be occupied until and unless the Developer has, to the satisfaction of the Planner and the Planner has confirmed same in writing:
  - a. obtained an occupancy permit from the City of Maple Ridge for the Daycare Space, and
  - b. entered into a written lease agreement with a daycare operator for use and operation of the Daycare Space.
9. Notwithstanding the City’s zoning bylaw or any other bylaws or changes to any Provincial legislation regulating day care spaces, the Developer will use the Daycare Space only for the operation of a daycare.

### Green Building – LEED Certified Equivalency

10. Prior to applying for an occupancy permit in respect of any commercial buildings on the Lands, the Developer will ensure that the commercial and multi-family residential buildings on the Lands are constructed in a manner that is equivalent to or exceeds the ‘LEED Certified’ building standard set by the Canada Green Building Council in effect as at the date of the Phased Development Agreement, exclusive of any performance requirements of that standard (“LEED Certified”). The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the LEED Certified standard of construction in effect as of the date of this Agreement, exclusive of any performance requirements of that standard, and provide written confirmation to the City. For clarity, the parties anticipate that the Developer will employ the following methods:
  - a. Low-impact development standards, including absorbent soils, naturalized landscaping and xeriscaping, and permeable surfaces;
  - b. Rain water recovery systems;
  - c. Organic waste facilities;

- d. Infrastructure for future alternative energy sources;
- e. Roof gardens and permeable paving to reduce impervious surfaces;
- f. Reduced indoor and outdoor water use through fixture selection and irrigation requirements;
- g. Optimize energy efficiency through fixture and appliance selection, extensive use of daylight, and maximized envelope performance;
- h. Materials are environmentally, economically, and socially have preferable life-cycle impacts;
- i. Reduce construction water and divert materials wherever possible;
- j. Enhance indoor air quality, thermal comfort and overall well-being by: conducting air quality assessment, utilizing low-emitting materials, maximizing natural ventilation, offering individual control of air temperature, maximizing daylight and providing unobstructed views for the majority of living control of air temperatures, maximizing daylight and providing unobstructed views for the majority of living commercial spaces; and
- k. Electrical vehicle charging stations and provision for Electrical Vehicles:
  - i. Public parking: one Level 3 fast-charging receptacle located within the public surface parking area to be provided and wired to city power;
  - ii. CRU tenant parking: install conduit to allow for one Level 2 charging receptacle per CRU unit; and
  - iii. Residents' parking: install conduit to 10% of the parking stalls to allow for future Level 1 charging receptacles.

#### Rental Housing – Affordable Rental and Market Rental

11. The Developer shall not construct any building or structure on the Lands or apply for a building permit in respect of the Lands, and the City shall not be obliged to issue a building permit in respect of the Lands, unless and until the Developer has entered into a housing agreement with the Municipality pursuant to section 483 of the *Local Government Act* in respect of the following number of units, in perpetuity:
  - a. 5 rental units in Phase 1, being:
    - i. 2 – two bedroom units, rented at market rate,
    - ii. 2 – three bedroom units, rented at market rate, and
    - iii. 1 -two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.

- b. 4 rental units in Phase 2, being:
  - i. 3 – one bedroom units, rented at market rate, and
  - ii. 1 – 3 bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- c. 5 rental units in Phase 3
  - i. 2 – two bedroom units, rented at market rate,
  - ii. 2 – three bedroom units, rented at market rate, and
  - iii. 1 – two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- d. 7 affordable non-market units in Phase 4
  - i. 3 – two bedroom units, rented at affordable non-market rate, and
  - ii. 4 – one bedroom units, rented at affordable non-market rate, with 2 of these being fully accessible as described in the BC Building Code.

For clarity, in the Housing Agreement for the 10 affordable non-market units, rent will be set at a maximum of 30% of average household income (as published by BC Housing or Stats Canada). The Housing Agreement will define affordable non-market rents, the criteria for qualified renters, any qualifications on ownership of the rental units, and the forms of tenure for the units.

#### Adaptable Units

12. Prior to applying for an occupancy permit in respect of any residential building on the Lands, ensure a minimum of 10% of the residential buildings are built on the Lands in accordance with the SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standards Society (“Saferhome Standard”), including, but not limited to, the following adaptable criteria:
  - a. Thresholds (including doorways and showers);
  - b. Backing/reinforcement for future grab bars in washrooms and at stairs;
  - c. Doors – as wide as possible; easily operated hardware (lever sets); and
  - d. Passageways and pinch points

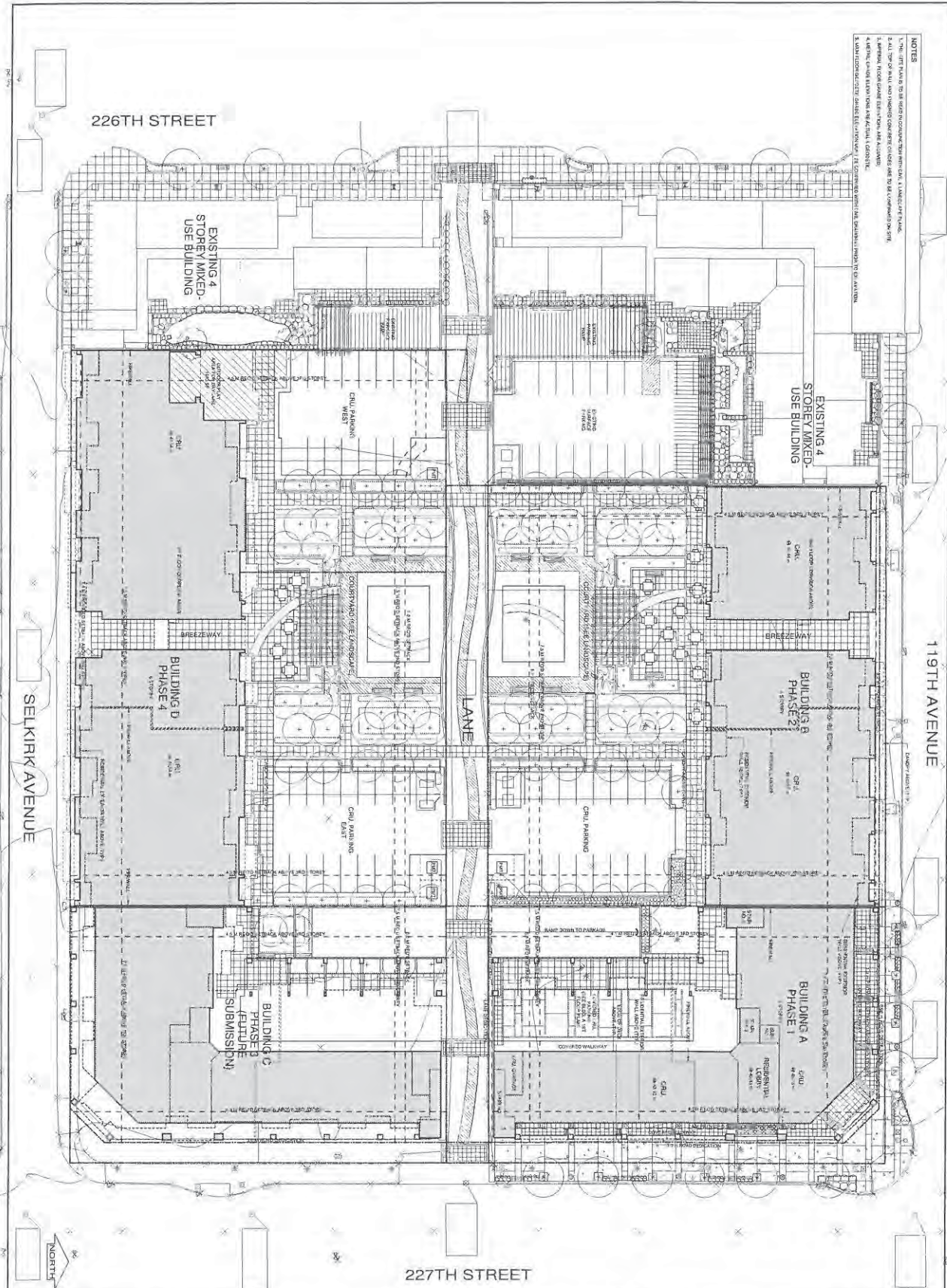
The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the *Saferhome* Standard of construction in effect as of the date of this Agreement, and provide written

confirmation to the City. For clarity, the units constructed to the Saferhome Standard will not also be counted as units that comply with the accessibility requirements of the BC Building Code as described in section 11 above.

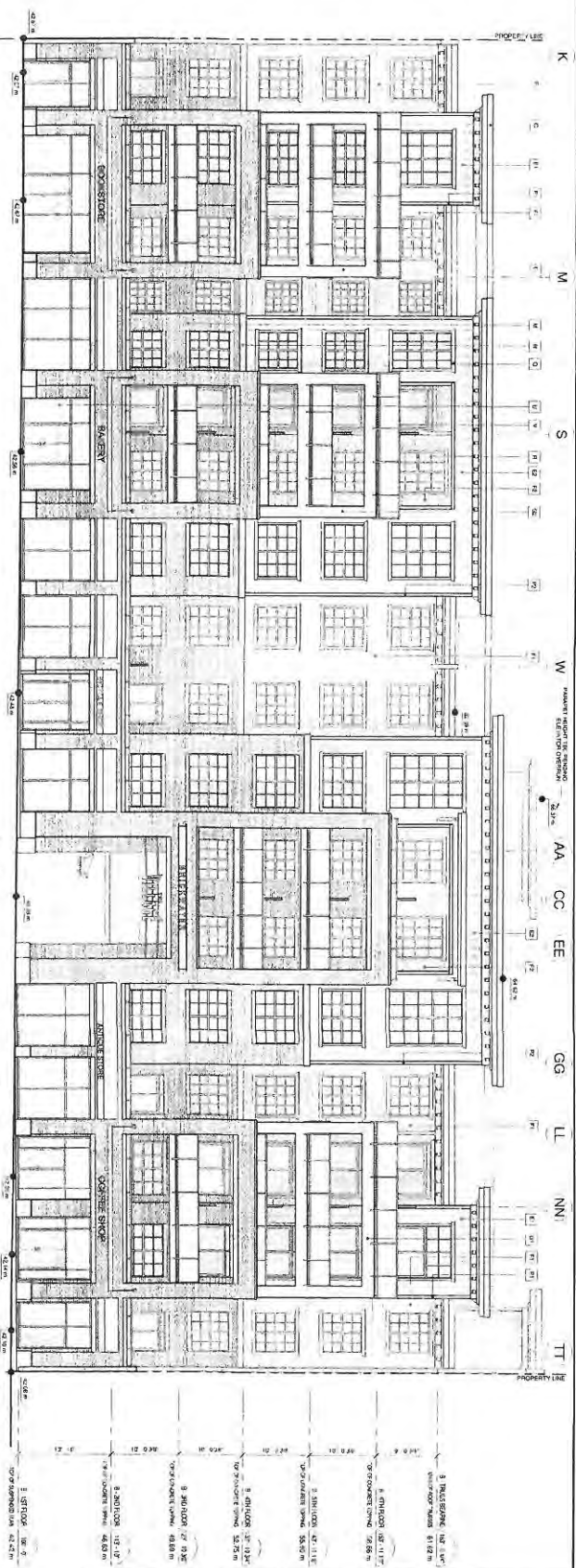
Restriction on Subdivision

13. The Developer shall not subdivide any portion of the Lands by way of strata plan under the *Strata Property Act* unless the Planner states in writing that the Planner is satisfied that the Developer has met or is on track to meet all requirements of this Agreement.

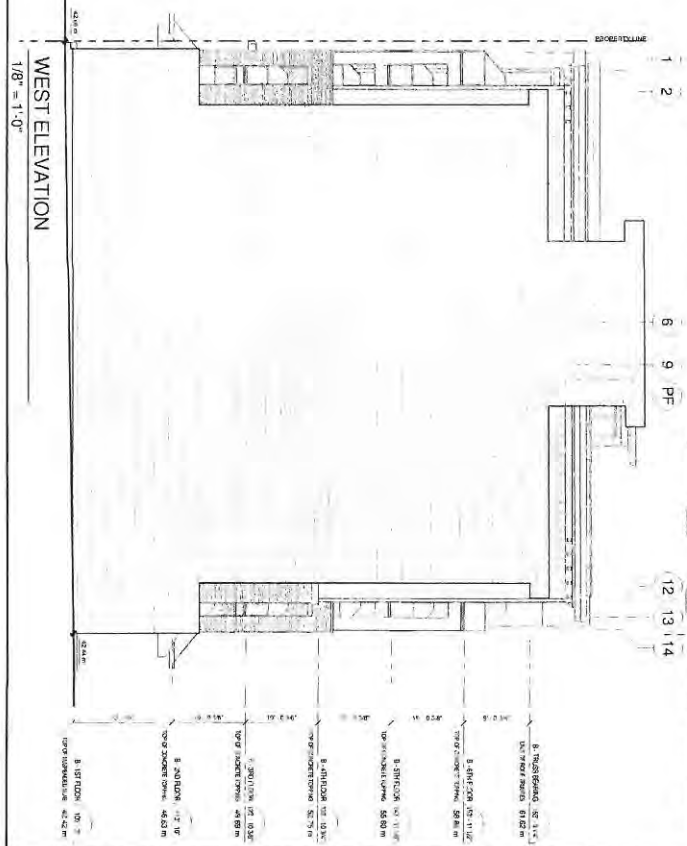
- NOTES**
1. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE 1:1000 SCALE PLAN.
  2. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE NOTED.
  3. EXISTING BUILDING MIXED-USE BUILDING.
  4. EXISTING BUILDING MIXED-USE BUILDING.
  5. EXISTING BUILDING MIXED-USE BUILDING.



<p><b>PROJECT</b></p> <p>FALCON VILLAGE</p>	<p><b>DATE</b></p> <p>APRIL 2011</p> <p><b>SCALE</b></p> <p>1:1000</p> <p><b>DRAWING TITLE</b></p> <p>SITE PLAN</p>	<p><b>CONSULTANT</b></p> <p>points west ARCHITECTURE</p> <p>211-2150 W. Parkway St. Vancouver, B.C. V6K 3E2</p> <p>PHONE: 604-661-8665 FAX: 604-661-8606 E: <a href="mailto:info@pointswest.com">info@pointswest.com</a></p>	<p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Initial Design</td> <td>APR 2011</td> </tr> <tr> <td>2</td> <td>Revised Design</td> <td>MAY 2011</td> </tr> <tr> <td>3</td> <td>Revised Design</td> <td>JUN 2011</td> </tr> <tr> <td>4</td> <td>Revised Design</td> <td>JUL 2011</td> </tr> <tr> <td>5</td> <td>Revised Design</td> <td>AUG 2011</td> </tr> <tr> <td>6</td> <td>Revised Design</td> <td>SEP 2011</td> </tr> <tr> <td>7</td> <td>Revised Design</td> <td>OCT 2011</td> </tr> <tr> <td>8</td> <td>Revised Design</td> <td>NOV 2011</td> </tr> <tr> <td>9</td> <td>Revised Design</td> <td>DEC 2011</td> </tr> <tr> <td>10</td> <td>Revised Design</td> <td>JAN 2012</td> </tr> <tr> <td>11</td> <td>Revised Design</td> <td>FEB 2012</td> </tr> <tr> <td>12</td> <td>Revised Design</td> 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NORTH ELEVATION  
1/8" = 1'-0"



WEST ELEVATION  
1/8" = 1'-0"

- BUILDING FINISHES - BUILDING B**
- 1. FLOOR, PAINTED BUILT UP ASPHALT CONCRETE
  - 2. FLOOR, PAINTED BUILT UP ASPHALT CONCRETE
  - 3. FLOOR, PAINTED BUILT UP ASPHALT CONCRETE
  - 4. FLOOR, PAINTED BUILT UP ASPHALT CONCRETE
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  - 99. FLOOR, PAINTED BUILT UP ASPHALT CONCRETE
  - 100. FLOOR, PAINTED BUILT UP ASPHALT CONCRETE

**PROJECT:**  
BRICKWATER  
VILLAGE PHASE 2,  
BLDG B, 59 UNITS

11000 227TH STREET, MAPLE RIDGE

**points west**  
ARCHITECTURE

205 1500 1600 W. 100th St.  
Surrey, BC V4R 1A9  
Tel: 604.591.8555  
Fax: 604.591.8556  
E: info@pointswest.ca  
W: www.pointswest.ca

**CONSULTANT:**

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	APRIL 2016	ISSUED FOR PERMIT
2	MAY 2016	ISSUED FOR PERMIT
3	JUNE 2016	ISSUED FOR PERMIT
4	JULY 2016	ISSUED FOR PERMIT
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100	JULY 2024	ISSUED FOR PERMIT

**JOB NO:** 1604

**SHEET NO:** DP3.1b

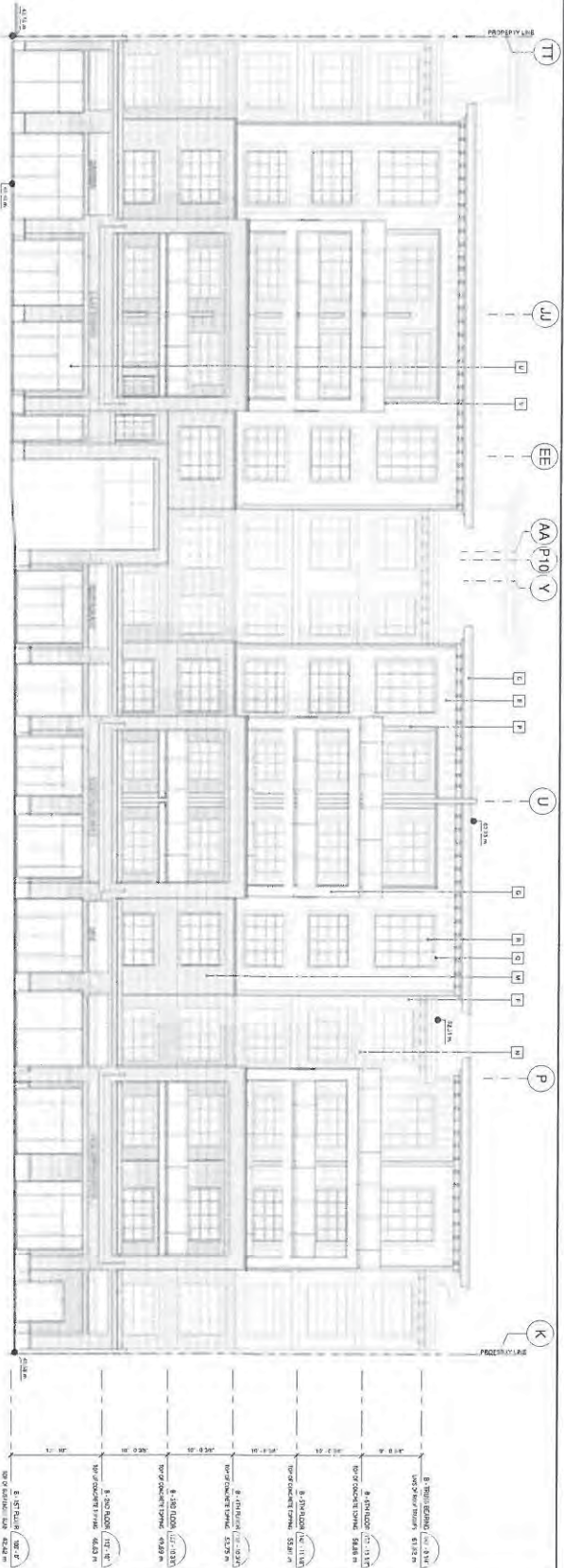
**DRAWING TITLE:**  
ELEVATIONS

**DATE:** APRIL 2016

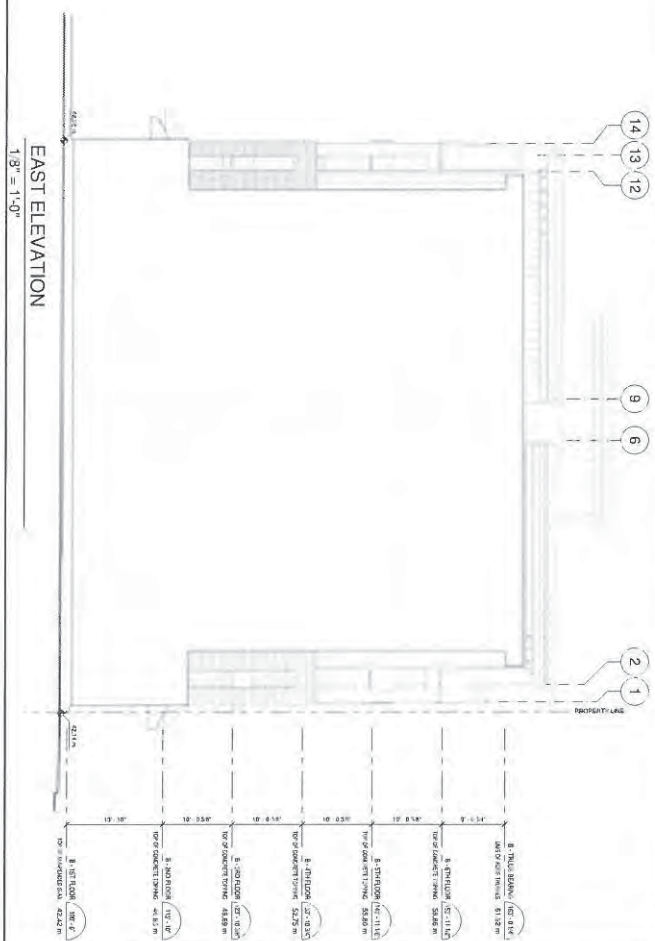
**SCALE:** AS SHOWN

**DESIGNER:** JWP

**DATE:** APRIL 2016



**SOUTH ELEVATION**  
1/8" = 1'-0"



**EAST ELEVATION**  
1/8" = 1'-0"

- BUILDING FINISHES**
- A. ROOF - CLAY TILED ROOFING SYSTEM (4" VA. MINIMUM)
  - B. FLOOR - PAINTED 3/4" BOLT TOP FLOOR WITH REINFORCED ALUMINUM OUTRIGS WHERE REQUIRED
  - C. FLOOR - PAINTED 1/4" THICK ON ALL FLOOR BOARDS
  - D. WALL - PAINTED CEMENTIOUS SHAKE BOARD
  - E. WALL - PAINTED CEMENTIOUS BOARD AND BATTEN BOARD
  - F. WALL - PAINTED CEMENTIOUS CLAYWARE BOARD
  - G. WALL - PAINTED CEMENTIOUS PANELS WITH TRAC
  - H. WALL - 3/4" SHAKE BOARD
  - I. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - J. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - K. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - L. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - M. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - N. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - O. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - P. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - Q. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - R. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - S. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - T. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - U. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - V. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - W. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - X. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - Y. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD
  - Z. WALL - 1/4" SHAKE BOARD AND BATTEN BOARD

**PROJECT:**  
FALCON VILLAGE  
PHASE 2, BLDG B, 59  
UNITS

**DATE:** APRIL 2016

**DRAWING TITLE:**  
ELEVATIONS

**JOB NO.:** 1509-B

**SHEET NO.:** DP3.2b

**points west**  
ARCHITECTURE

203 - 2190th Highway St.  
Abbotsford, B.C.  
V2S 2E2

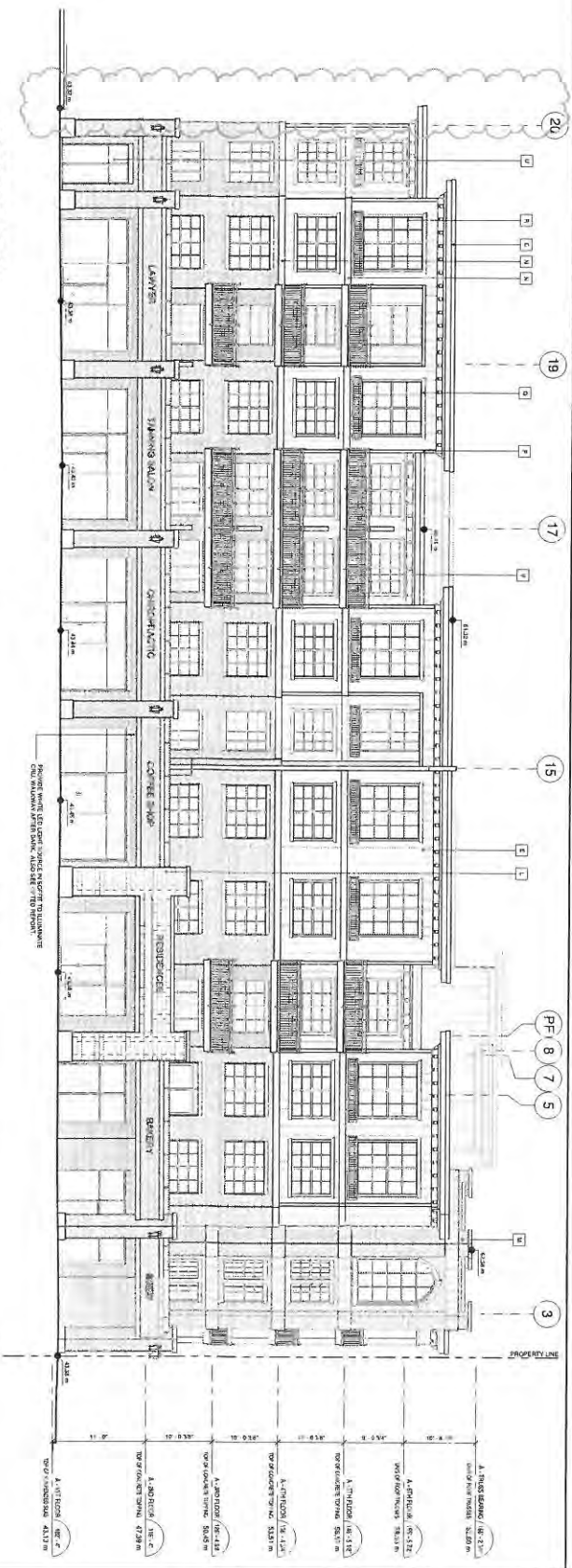
PHONE: 604-864-8666  
FAX: 604-864-8666  
E: [info@pointswestarch.com](mailto:info@pointswestarch.com)

**CONSULTANT:**

**REVISIONS:**

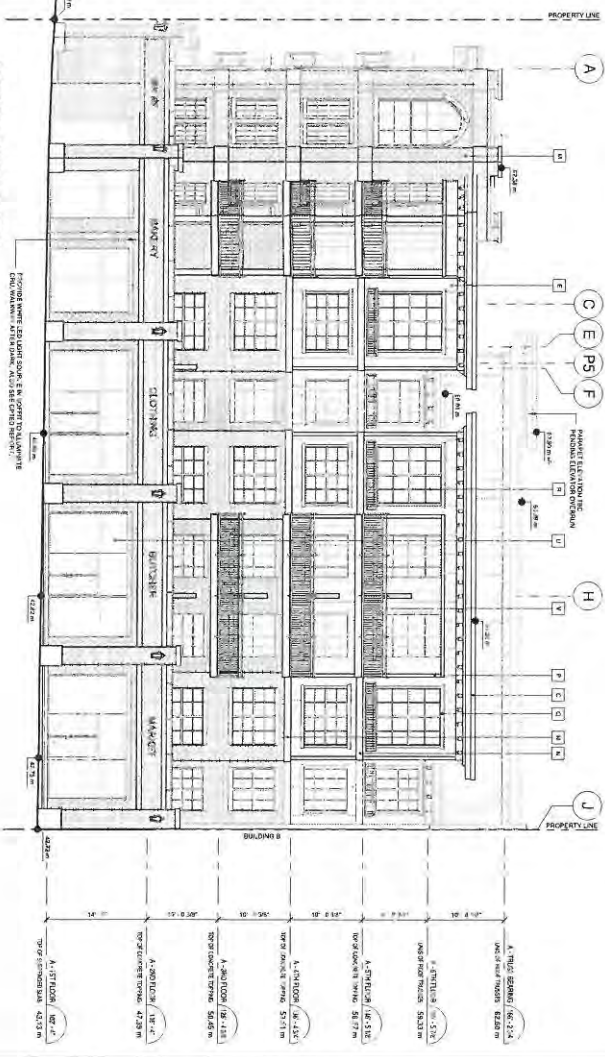
**REVISIONS:**

**REVISIONS:**



EAST ELEVATION  
1/8" = 1'-0" (1:96)

- BUILDING FINISHES - BUILDING A**
- C. EXTERIOR: STAINED 1x4 SHUTTER 2x2 FACTORY GRADE COLORED TO MATCH BRICKMAN LUDLOW 2x4x8 WINDOOST FLOOR
  - E. WALL: PAINTED CLAY/TERRAZZO 2x4x8 AND BATTEN SIDING COLORED TO MATCH JAMES HARDIE CORAL STONE
  - F. WALL: CAST CONCRETE STUCCO 2x4x8 AND BATTEN SIDING COLORED TO MATCH JAMES HARDIE CORAL STONE
  - G. WALL: BRICK VENEER
  - H. WALL: BRICK VENEER
  - I. WALL: BRICK VENEER
  - J. WALL: BRICK VENEER
  - K. WALL: BRICK VENEER
  - L. WALL: BRICK VENEER
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  - V. WALL: BRICK VENEER
  - W. WALL: BRICK VENEER
  - X. WALL: BRICK VENEER
  - Y. WALL: BRICK VENEER
  - AA. WALL: BRICK VENEER
  - AB. WALL: BRICK VENEER
  - AC. WALL: BRICK VENEER
  - AD. WALL: BRICK VENEER
  - AE. WALL: BRICK VENEER
  - AF. WALL: BRICK VENEER
  - AG. WALL: BRICK VENEER
  - AH. WALL: BRICK VENEER
  - AI. WALL: BRICK VENEER
  - AJ. WALL: BRICK VENEER



NORTH ELEVATION  
1/8" = 1'-0" (1:96)

**PROJECT:**  
BRICKWATER  
VILLAGE PHASE 1,  
BLDG A, 44 UNITS

**DATE:** APRIL 2018  
**SCALE:** AS SHOWN  
**DRAWN BY:** J. H. J. A.S.

**DRAWING TITLE:**  
ELEVATIONS

**points west**  
ARCHITECTURE

201-2190 W. Railway St.  
Aurora, ON L4G 7E2

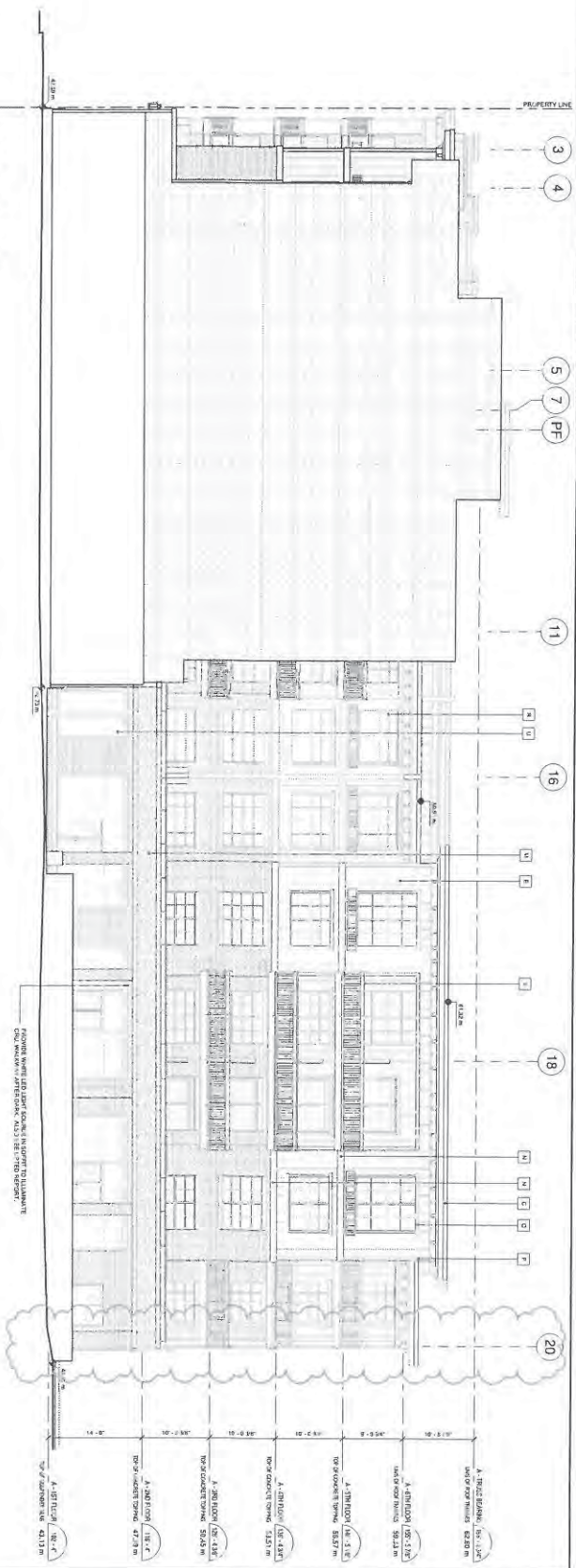
PHONE: 604-864-8855  
FAX: 604-864-8855  
EMAIL: info@pointswest.ca  
WEBSITE: www.pointswest.ca

**REVISIONS:**

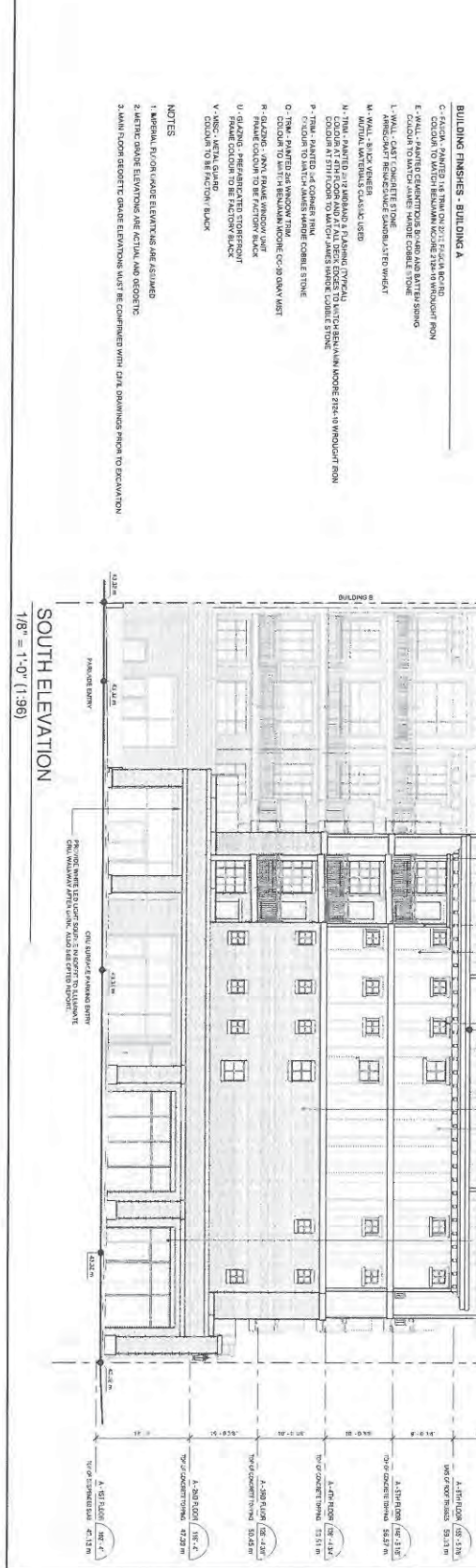
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99	ISSUED FOR PERMIT	JAN 13 2017
100	ISSUED FOR PERMIT	JAN 13 2017

**CONSULTANT:**

**DATE:** APRIL 2018  
**SCALE:** AS SHOWN  
**DRAWN BY:** J. H. J. A.S.



WEST ELEVATION  
1/8" = 1'-0" (1:96)



SOUTH ELEVATION  
1/8" = 1'-0" (1:96)

- BUILDING FINISHES - BUILDING A**
- C- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - D- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - E- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - F- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - G- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - H- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - I- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - J- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - K- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - L- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - M- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - N- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - O- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - P- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - Q- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - R- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - S- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - T- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - U- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - V- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - W- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - X- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - Y- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD
  - Z- FLOOR - PAINTED 1/2" THICK 2x12 BUCKING BOARD

**points west**  
ARCHITECTURE

203 - 2190 W. Railway St.  
Portland, OR 97201  
503 252

PHONE: 503-884-8558  
FAX: 503-884-8500  
E: [info@pointswestarch.com](mailto:info@pointswestarch.com)

**PROJECT:**  
BRICKWATER  
VILLAGE PHASE 1,  
BLDG A, 44 UNITS

**DATE:** APRIL 2016

**SCALE:** AS INDICATED

**DRAWN:** WPT, TF, HB, JLS

**DRAWING TITLE:**  
ELEVATIONS

**MAN-E-ROOF**

**DATE:** APRIL 2016

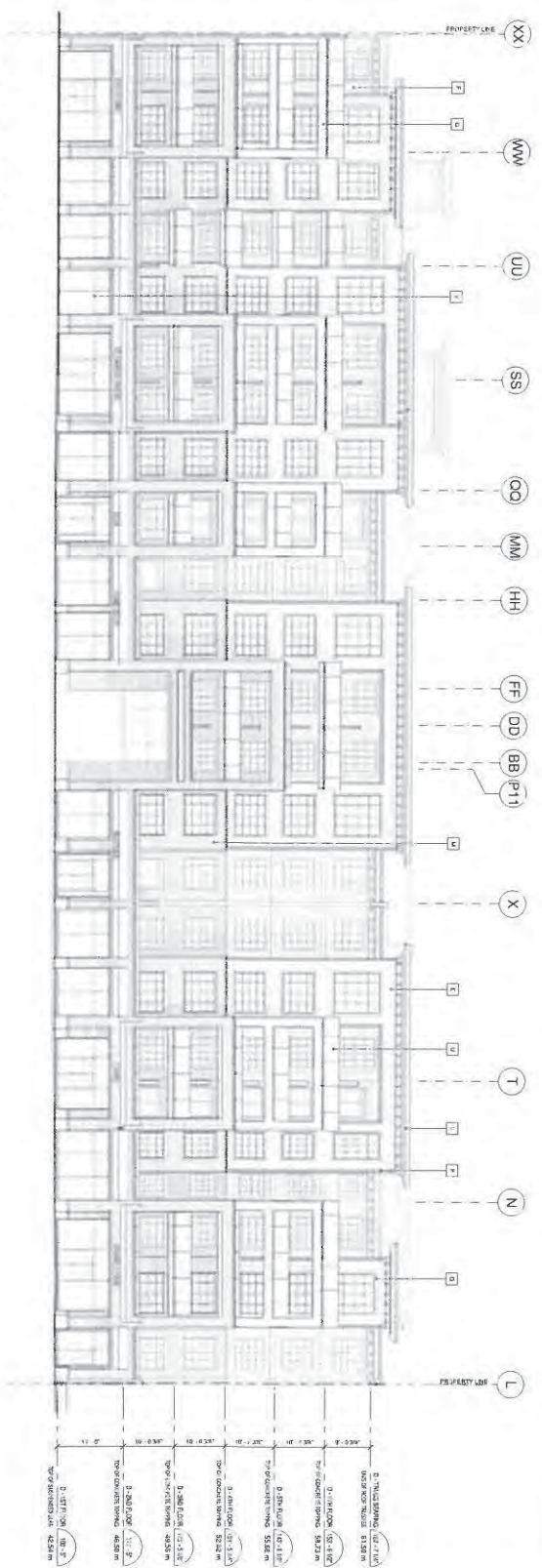
**SCALE:** AS INDICATED

**DRAWN:** WPT, TF, HB, JLS

JOB NO: 1509

SHEET NO: DP3.2a

THIS DRAWING IS THE PROPERTY OF POINTS WEST ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED BY THE CONSULTANT. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF POINTS WEST ARCHITECTURE.

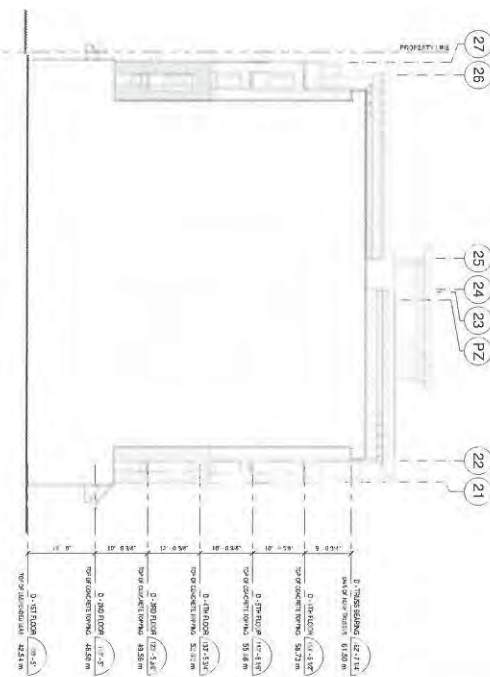


**SOUTH ELEVATION**  
3/32" = 1'-0"

- BUILDING FINISHES**
- A. ROOF - CLAY TILE FINISHED PARAPETS ON 18" MIN. INSULATION
  - B. FLOOR - PAINTED 3/4" BLACK OIL FIN. W/ 1/4" THICK POLYURETHANE ALUMINUM GRATES WHERE REQUIRED
  - C. EXTERIOR WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - D. EXTERIOR WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - E. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - F. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - G. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - H. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
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  - J. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - K. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - L. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - M. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - N. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - O. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - P. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - Q. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - R. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - S. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - T. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - U. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - V. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - W. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - X. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - Y. WALL - PAINTED 1/4" THICK 20% FIBER BOARD
  - Z. WALL - PAINTED 1/4" THICK 20% FIBER BOARD

- NOTES**
1. MATERIALS AND FINISHES SHALL BE AS SHOWN ON THE DRAWINGS.
  2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS.
  3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS.

**EAST ELEVATION**  
3/32" = 1'-0"



**PROJECT:**  
FALCON VILLAGE  
BLDG D, 79 UNITS

**DATE:** APRIL 2016  
**SCALE:** AS SHOWN  
**DESIGNED BY:** J. D. JONES  
**DRAWING TITLE:** ELEVATIONS

**points west**  
ARCHITECTURE

203 - 2150 W. Railway St.  
Alhambra, CA 91803  
TEL: 626-252-2222

PHONE: 626-854-8555  
FAX: 626-854-8505  
E: pwest@pointwestarch.com

**CONSULTANT:**

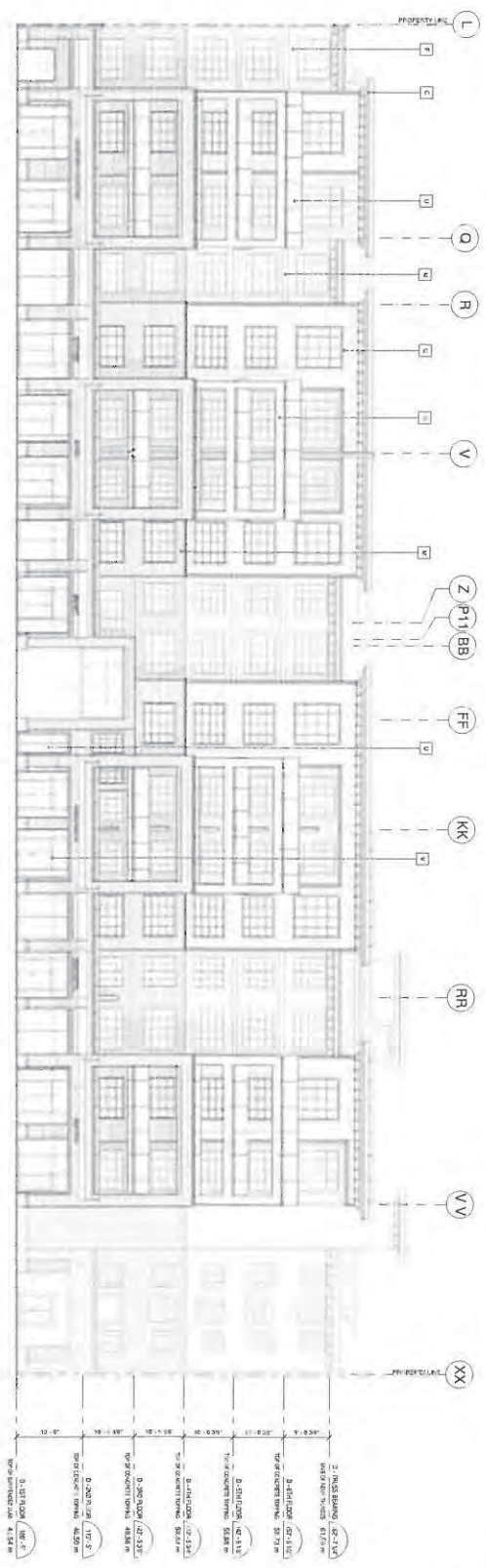
**REVISIONS:**

**THESE DRAWINGS ARE THE PROPERTY OF POINTS WEST ARCHITECTURE AND MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION FROM POINTS WEST ARCHITECTURE.**

**JOB NO.:** 1509-D  
**SHEET NO.:** DP3.1d

**POINT WEST ARCHITECTURE**

**DATE:** APRIL 2016  
**SCALE:** AS SHOWN  
**DESIGNED BY:** J. D. JONES  
**DRAWING TITLE:** ELEVATIONS

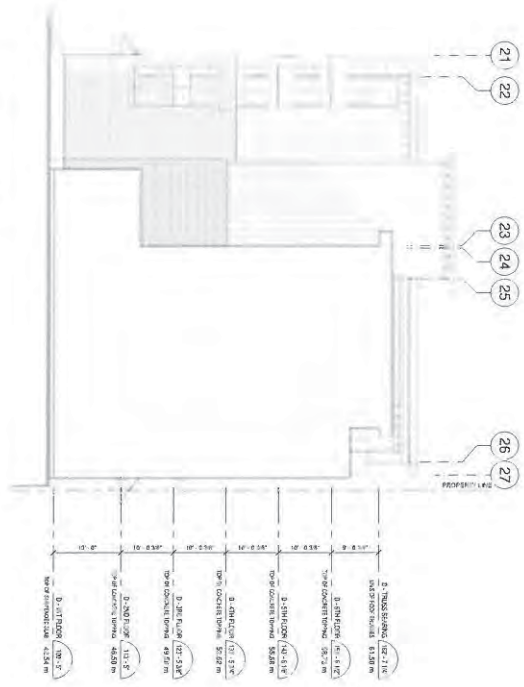


NORTH ELEVATION  
3/32" = 1'-0"

**BUILDING FINISHES**

- A. ROOF: EXPOSED INSULATION PANELS UP TO VENTILATION
- B. FLOOR: PAINTED 2" BUILT UP FLOOR WITH REINFORCED ALUMINUM GRATES WHERE REQUIRED
- C. FLOOR: PAINTED 1" THICK POLYURETHANE COATING
- D. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- E. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- F. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- G. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- H. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- I. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- J. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
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- L. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
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- R. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- S. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- T. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- U. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- V. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED
- W. WALL: PAINTED CONCRETE BLOCK AND BRICK EXPOSED

- NOTES**
1. MATERIAL FLOOR GRADE ELEVATION, ARE ASSUMED
  2. MATERIAL GRADE ELEVATION ARE ACTUAL AND GEOMETRIC
  3. MAIN FLOOR GEOMETRIC GRADE ELEVATION MUST BE CORRELATED WITH C.A. DIMENSIONS PRIOR TO CONSTRUCTION



WEST ELEVATION  
3/32" = 1'-0"

**PROJECT:**  
FALCON VILLAGE,  
BLDG D, 79 UNITS

**DATE:** APRIL 2016  
**SCALE:** AS SHOWN  
**DRAWN BY:** JF, AD

**DRAWING TITLE:**  
ELEVATIONS

**points west**  
ARCHITECTURE

203 - 2190 W. Railway St.  
Richmond, B.C.  
V6V 2E2

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FAX: 604-684-8955  
E: info@pointswest.ca

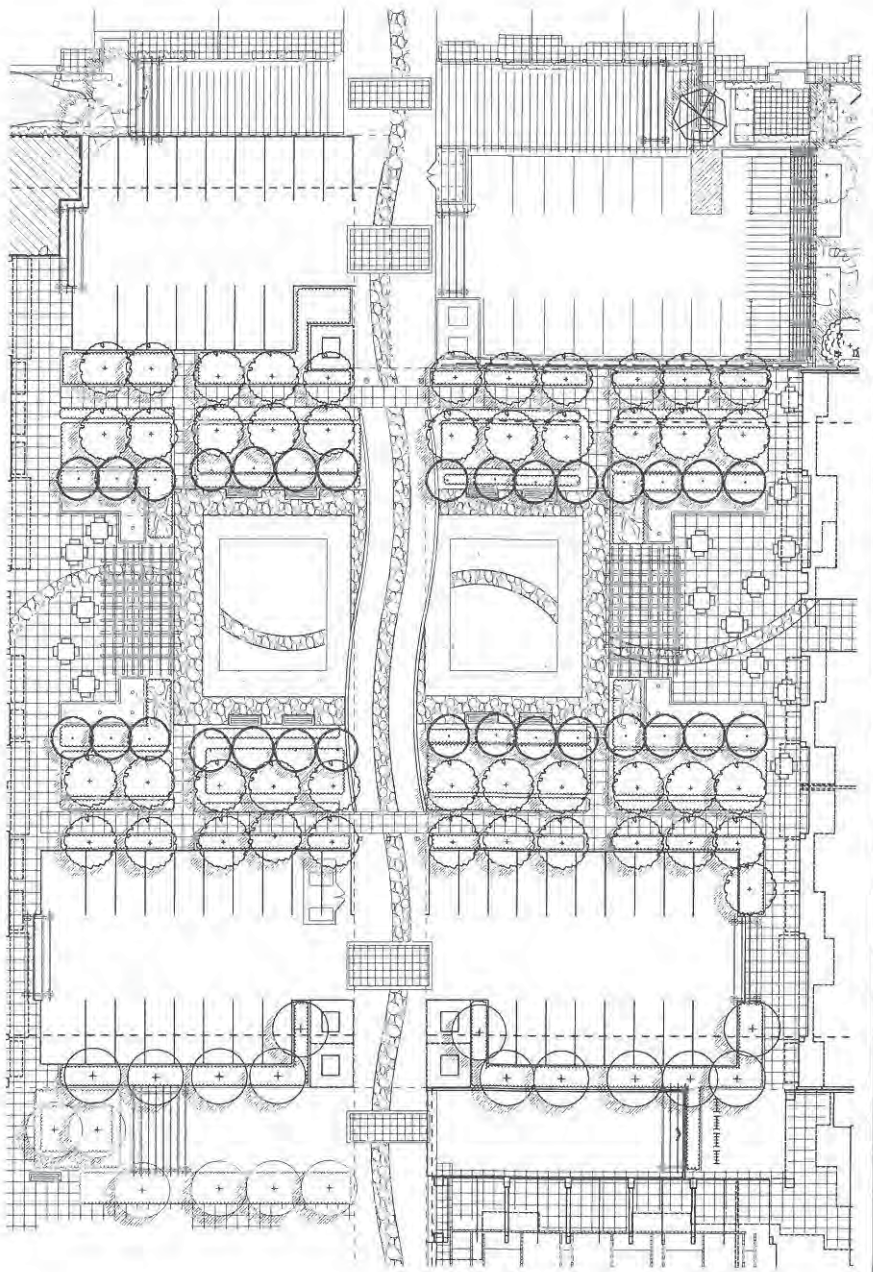
**CONSULTANT:**

**REVISIONS:**

No.	REVISION	DATE
1	ISSUED FOR EXHIBIT	DEC. 16, 2015

JOB NO: 1509-D

SHEET NO: DP3.2d



# PLANT SCHEDULE

KEY QTY	BOTANICAL NAME	COMMON NAME	M2 JOB NUMBER	PLANTED SIZE / REMARKS
12	ACER RUBRA DOUGLASS GLORY	DOUGLASS GLORY MAPLE	9x-xxx	60% CAL, 24 STD, 14 B
46	CARPUS BETULUS YASUGATA	PYRAMIDAL BIRCHLEAF HORSEBEECH		1 CAL, 14 B, 14M STD
30	CORBUS KUSA VOLUTES	VOLUTES CHINESE DOGWOOD		3M HT, 15M STD, 14 B

NOTES: \* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE 2011 LANDSCAPE STANDARD LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CITY STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. CERTAIN SPECIMENS MAY BE SUBSTITUTED FOR OPTIONAL, BUT ONLY IF THEY ARE OF EQUAL OR BETTER QUALITY. \* SEASON AND REGIONAL PLANT MATERIAL AVAILABLE FOR OPTIONAL, BUT ONLY IF THEY ARE OF EQUAL OR BETTER QUALITY. \* SUBSTITUTIONS WILL BE REJECTED. \* PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. \* PROVIDE CERTIFICATION UPON REQUEST.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. \* PROVIDE CERTIFICATION UPON REQUEST.


  
**LANDSCAPE ARCHITECTURE**

**#210 - 26 LONE WAYS**  
 New Westminster, British Columbia  
 V3H 3J7  
 TEL: 604.553.0044  
 FAX: 604.553.0045  
 Email: office@m2la.com



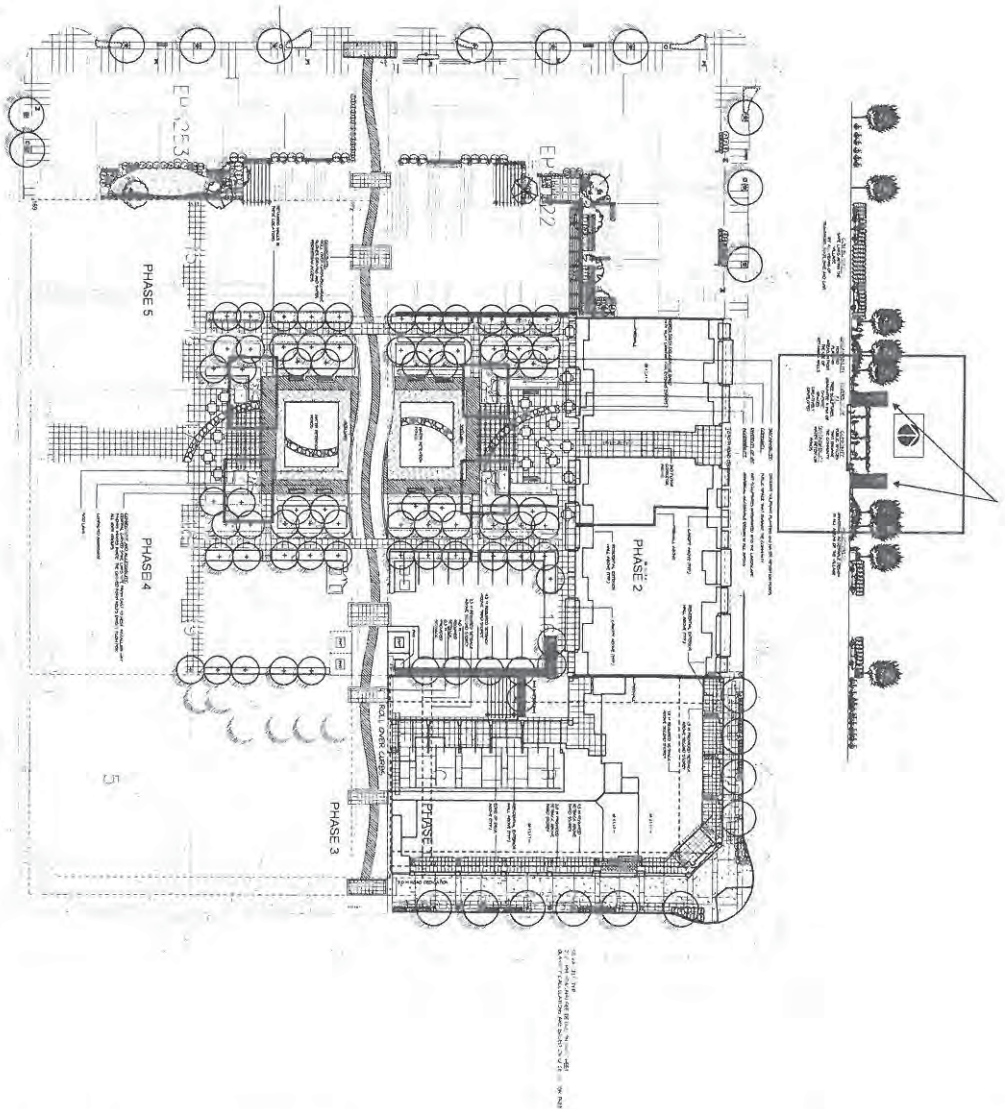
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PROJECT:  
**BRICKWATER VILLAGE**  
**MAPLE RIDGE**

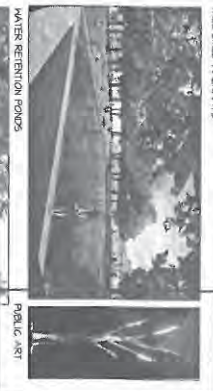
DRAWING TITLE:  
**TREE PLAN**

DATE: 7/29/2016  
 SCALE: 1/8"=1'-0"  
 DRAWING NUMBER:  
**L4**

DESIGNED BY:  
 CHECKED BY:  
 DATE: 7/29/2016  
 JOB NO: 8007



TRIPLE LINED WALKWAYS



WATER RETENTION POND



DECAHENT RESISTANT PLANTING



REFLECTIVE PONDERS BYPASS GATHERING AREAS



FULLY ACCESSIBLE COMMUNITY GATHERING AREAS

**M2**

LANDSCAPE ARCHITECTURE

4220 - 26 JAMES MEWS  
VANIC 317  
TEL: 604.553.0044  
FAX: 604.553.0045  
Email: office@m2la.com



NO.	DATE	REVISION DESCRIPTION	BY
1	2004.04.01	PRELIMINARY CONCEPT	CM
2	2004.04.01	REVISED CONCEPT	CM
3	2004.04.01	REVISED CONCEPT	CM
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8	2004.04.01	REVISED CONCEPT	CM
9	2004.04.01	REVISED CONCEPT	CM
10	2004.04.01	REVISED CONCEPT	CM

THE VILLAGE  
MAPLE RIDGE

MASTERPLAN

L3

DATE: 2004.04.01 DRAWING NUMBER:  
SCALE: 1/8"=1'-0"  
DRAWN BY:  
CHECKED BY:  
DATE: 2004.04.01  
JOB NO: 10077

## REFERENCE PLAN OF:

LOT 13 TO LOT 16 DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 7997 EXCEPT PLAN EPP65495  
 LOTS A, B, AND C DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 22418 EXCEPT PLAN EPP65495  
 LOTS 5 AND 6 DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 9236 EXCEPT PLAN EPP65495  
 LOT 17 TO LOT 19 DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 9190  
 LOT 15 AND LOT 16 DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN 9190 EXCEPT PLAN EPP65495  
 LOT A AND LOT B DISTRICT LOT 401 GROUP 1  
 NEW WESTMINSTER DISTRICT PLAN EPP65494 EXCEPT PLAN EPP65495

## PURSUANT TO SECTION 100(1)(b) LAND TITLE ACT

BCGS 92G.028  
 Integrated Survey Area No. 36, Maple Ridge, NAD83 (CSRS), 4.0.0.BC.1.GVRD

0 25 50 m

The intended plot size of this plan is 500 mm in width by 864 mm in height  
 (D 522) when plotted at a scale of 1:500

Grid bearings are derived from observations between  
 geodetic control monuments 84610097 and 84610106 and  
 are referred to the central meridian of UTM Zone 10N.

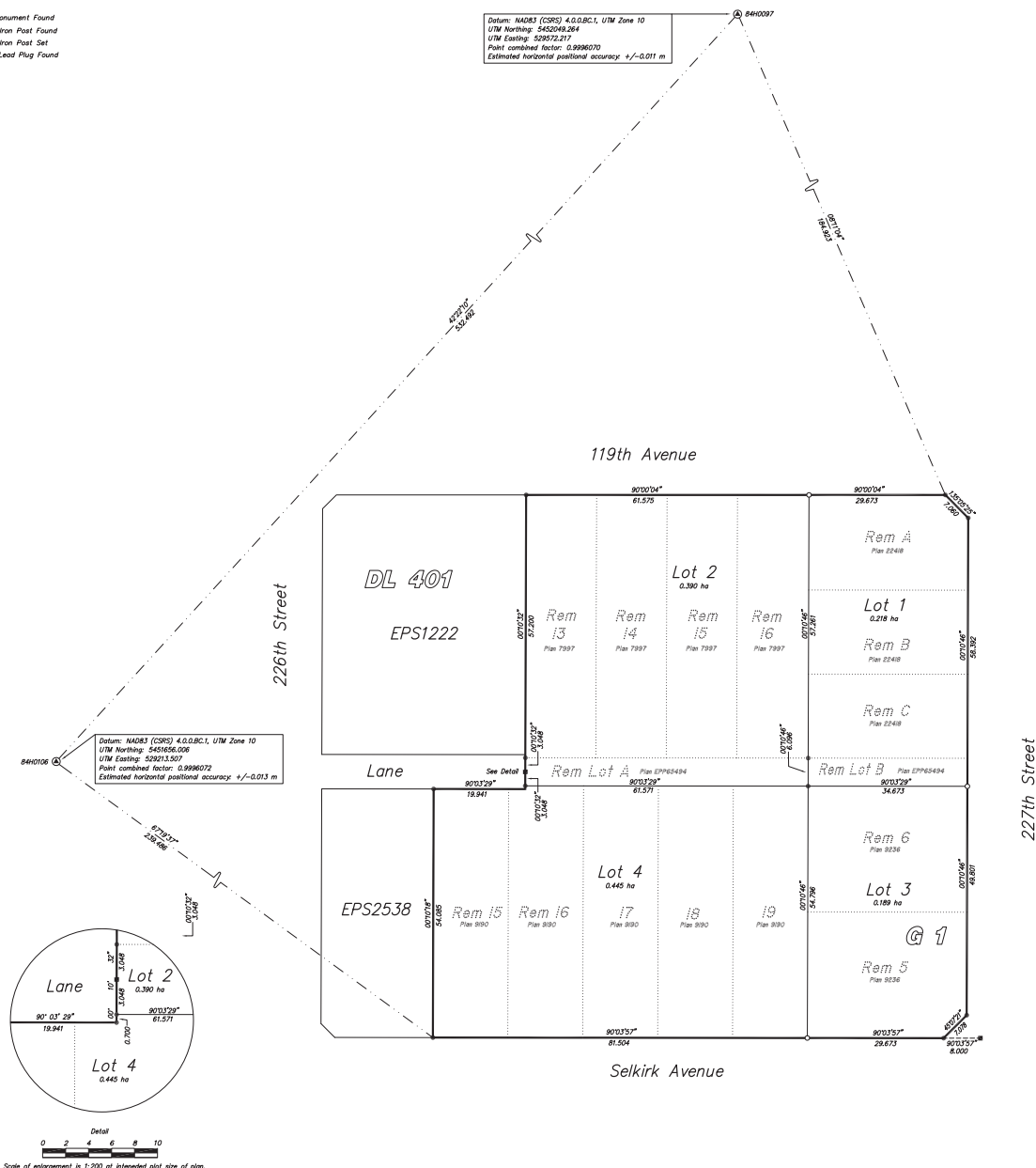
The UTM coordinates and estimated horizontal positional accuracy achieved  
 are derived from the MASCOI published coordinates and standard deviations  
 for geodetic control monuments 84610097 and 84610106.

This plan shows horizontal ground-level distances unless otherwise specified.  
 To compute grid distances, multiply ground-level distances by the average  
 combined factor of 0.9996070 which has been derived from geodetic control  
 monuments 84610097 and 84610106.

## LEGEND:

- ⊙ Control Monument Found
- Standard Iron Post Found
- Standard Iron Post Set
- Standard Lead Plug Found

Datum: NAD83 (CSRS) 4.0.0.BC.1, UTM Zone 10  
 UTM Northing: 5452048.264  
 UTM Easting: 529522.217  
 Point combined factor: 0.9996070  
 Estimated horizontal positional accuracy:  $\pm 0.011$  m



This plan lies within the  
 Greater Vancouver Regional District

The field survey represented by this plan was  
 completed on the 26th day of May, 2017  
 Mike Bernemann, BCLS 793

**TERMS OF INSTRUMENT – PART 2**

**STATUTORY RIGHT OF WAY AND S. 219 COVENANT  
FOR PUBLIC ACCESS**

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated  
in British Columbia under No. BC1106837, having a registered office at  
c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley,  
BC, V3A 1N9

(hereinafter referred to as the "Grantor")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE  
11995 Haney Place  
Maple Ridge, BC V2X 6A9

(hereinafter referred to as the "Grantee")

OF THE SECOND PART

**WHEREAS:**

- A. The Grantor is the registered owner of ALL AND SINGULAR those certain parcel or tract of lands and premises situate, lying and being in the Municipality of Maple Ridge, in the Province of British Columbia which are legally described in Item 2 of the Form C attached hereto (hereinafter collectively referred to as the "Lands").
- B. The Grantee requires and the Grantor has agreed to grant to the Grantee a Statutory Right of Way over the Lands for the provision of public access, including pedestrian and vehicular access (hereinafter referred to as the "Public Access").
- C. The Grantor has agreed to construct and maintain the at-grade: public pathway system, plaza, landscaping, public art, associated pathway improvements, and drive aisles, (collectively, the "Access Works"). For clarity, the Access Works do not include the below-grade parkade to be constructed on the Lands;
- D. To facilitate pedestrian access of the public to and through the Lands and to facilitate the repair, maintenance, protection, cleaning, and otherwise servicing of the Access Works by the Grantee (if the Grantor does not adequately perform same), the Grantor has agreed to grant for that purpose the statutory right-of-way hereinafter mentioned and a covenant under section 219 of the *Land Title Act* requiring the Grantor to maintain and repair the Access Works.
- E. Section 218 of the *Land Title Act* provides that a person may create by grant or otherwise, in favor of a municipality, an easement without a dominant tenement, to be known as a Statutory Right-of-Way, for any purpose necessary for the municipality's undertaking; and
- F. This Statutory Right of Way is essential to the operation and the maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00, of lawful money of Canada, now paid by the Grantee to the Grantor, and other good and valuable consideration, and of the mutual covenants and agreements herein contained (the receipt and sufficiency whereof is hereby acknowledged):

1. **Statutory Right of Way** - The Grantor, for himself, his heirs, executors, administrators, successors and assigns, does hereby give and grant unto the Grantee, and its successors and assigns in perpetuity a Statutory Right of Way and the full, free, uninterrupted right to enter in, over and on the Lands (hereinafter referred to as the "Right of Way Area") for the purpose of:
  - (a) providing uninterrupted access by the Grantee, its employees, agents, contractors, invitees, and every member of the public, at their will and pleasure, with or without vehicles, the right to enter upon, go across, pass over, return and repass over the Right of Way Area, subject to subsection 6(a) herein, and
  - (b) providing uninterrupted access by the Grantee to the Right of Way Area, with or without workers, vehicle and equipment, for the purpose of exercising its rights under sections 2(f) or (g),

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever (collectively, the "Statutory Right of Way").

2. **Section 219 Covenant** - THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that:
  - (a) that the Grantor shall construct, replace, reconstruct, repair, maintain, clean, protect and otherwise service all or any part of the Access Works so that they are at all times in a good and safe condition, and for those part of the Access Works that are landscaping works, to a "Medium" standard as provided in section 13 of the British Columbia Landscape Standard published by the British Columbia Society of Landscape Architects and the British Columbia Nursery Trades Association, current edition;
  - (b) that, subject to subsection 6(b) herein, the Grantor will not erect, place or maintain any building, structure, concrete driveway, concrete patio, concrete wall, rock wall or retaining wall on any portion of the surface of the Right of Way Area without the express written consent of the Grantee, such consent not to be unreasonably withheld;
  - (c) that the Grantor may, at its sole risk and expense, erect, place or maintain buildings or structures beneath the surface of the Right of Way Area provided the same do not interfere with or impede the intended use of the Right of Way Area for the purposes aforesaid;
  - (d) that, subject to subsections 6(a) and (b) herein, the Grantor will not do or knowingly permit to be done any act or thing which will interfere with the purpose of the Statutory Right of Way or interfere with or injure the Access Works and, in particular, will not carry out blasting on or near the Right of Way Area without the written consent of the Grantee, such consent not to be unreasonably withheld;
  - (e) subject to subsections 6(a) and (b) herein, to allow the public and the Grantee, its employees, agents and contractors to enter upon the Right of Way Area as aforesaid and not to interfere with in any way nor prevent any such person coming on the Right of Way Area for the purposes permitted by this Agreement;

- (f) that, if the Grantor fails or neglects to adequately construct, repair, maintain, clean, protect, and otherwise service the Access Works within a period of sixty (60) days following the Grantee's written notification to the Grantor to do so, (or such longer period as may be reasonably required to complete such maintenance, repair, cleaning, protection or other servicing), the Grantee may, but shall in no way be obligated to, carry out the construction, maintenance, repair, cleaning, protection or other servicing at the cost of the Grantor and the Grantor shall repay to the Grantee all reasonable costs incurred by the Grantee in connection with such maintenance, repair, cleaning, protection or other servicing forthwith upon receipt of the Grantee's bill for same. It is understood that the Grantee may do such work either by itself or by contractors employed by the Grantee and may use such equipment and machinery as it deems necessary and that, in the event that the Grantee's bill for the cost of the maintenance, repair, cleaning, protection or other servicing remains unpaid for a period of ninety (90) days from the date it is delivered to the Grantor, the Grantee shall be authorized to recover the cost of such maintenance, repair, cleaning, protection or other servicing, with interest at the rate of six (6) percent per annum, compounded semi-annually from the date of issuance of the bill, from the Lands in the same manner as municipal taxes;
- (g) that the Grantee, at its own expense, may, but shall not be obligated to construct, extend, alter, enlarge, replace and reconstruct the Access Works within the Right of Way Area in order to improve the operation or safety thereof PROVIDED THAT the Grantee has first obtained the written consent of the Grantor, such consent not to be unreasonably withheld;
- (h) that the Grantor hereby releases the Grantee and its elected officials, officers, employees, agents, successors and assigns from and forever abandons any expenses, claims, actions, causes of action, judgments, suits and demands which the Grantor and its successors or assigns, has or hereafter may have against the Grantee or its elected officials, officers, employees, agents, successors or assigns, for:
  - (i) any damage to any buildings, structures or works erected, placed or maintained by the Grantor on, beneath or above the surface of the Right of Way Area unless such damage was directly and physically caused by the Grantee or its employees, agents or contractors;
  - (ii) any loss, damage or expense suffered by the Grantor arising from the exercise, by any person, group, corporation, society or other entity, of any of the rights granted herein or arising from the Grantor's failure to maintain the Right of Way Area properly or at all; and
  - (iii) any act or omission of the Grantee, its elected officials, officers, employees, agents or contractors in the exercise or purported exercise of any of the rights granted by, or compliance or attempted compliance with any obligations imposed by, this Agreement or arising from the restrictions imposed by this Agreement on the use or development of the Lands or the construction of any buildings or structures thereon or its registration in the appropriate Land Title Office;
- (i) that the Grantor hereby saves harmless and effectually indemnifies the Grantee and its elected officials, officers, employees, agents, successors and assigns against all expenses, claims, actions, causes of action, judgments, suits and demands whatsoever and by whomsoever brought, relating to or arising from the negligence of the Grantor or its contractors, agents or employees, including but not limited to any act or omission of the Grantor or its contractors, agents or employees relating to the construction, repair,

maintenance, cleaning, protecting and servicing of the Access Works or the Right of Way Area; and

- (j) that the Grantor will, at the expense of the Grantor, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office save and except those specifically approved in writing by the Grantee.

3. THE GRANTOR HEREBY COVENANTS AND AGREES WITH THE GRANTEE:

- (a) That the Grantor will from time to time and at all times upon every reasonable request and at the expense of the Grantee, make, do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances whatsoever for the better assuring unto the Grantee of the rights, liberties and right of way hereby granted.
- (b) That the Grantor will permit the Grantee to peaceably hold and enjoy the rights hereby granted.
- (c) That the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed hereunder, shall and may peaceably hold and enjoy the rights, liberties and Statutory Right of Way hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any persons claiming by, through, under or in trust for, the Grantor.
- (d) Subject to subsections 6(a) and (b), that the Grantor will not do or permit to be done any act or thing which in the opinion of the Grantee might interfere with, injure, impair or obstruct access to the Right of Way Area without first obtaining written consent of the Grantee.
- (e) This Agreement shall enure to the benefit of the Grantee and be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and shall run with the Lands.

4. THE GRANTEE HEREBY COVENANTS AND AGREES WITH THE GRANTOR that the Grantee will use the Right of Way Area so as to cause no unnecessary damage or disturbance to the Lands.

5. THE GRANTOR AND THE GRANTEE HEREBY MUTUALLY COVENANT AND AGREE with each other that:

- (a) the final location of all Access Works shall be in such locations as the Grantor and the Grantee may agree upon;
- (b) upon substantial completion of the Access Works and landscaping on the Lands, the Grantor may, at the Grantor's expense, prepare an explanatory or reference plan or plans (the "Final Plan") for the whole of the Lands, showing the precise location of the Access Works within the Plan; and
- (c) if the dimensions and location of the Right of Way Area on the Final Plan are approved by the Grantee's Director of Planning, the parties and their respective successors and assigns shall, at the Grantor's expense, file the Final Plan in the Land Title Office and prepare, execute and register in the Land Title Office a partial release of this Agreement so that the

Right of Way Area shall be limited to those areas shown on the Final Plan. In all other respects this Agreement shall remain unaltered, unless all of the parties to this Agreement expressly agree to alter this Agreement in writing.

6. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto:
- (a) Despite subsections 2(d) and (e) herein, the public rights of access under the Statutory Right of Way may not be exercised until the Access Works are constructed, and the Grantor may temporarily interrupt the use and enjoyment of the Right of Way Area to the extent necessary to:
    - (i) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of buildings or improvements on the Lands, other than the Right of Way Area; and
    - (ii) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of the Access Works on the Right of Way Area;
  - (b) Despite any other provision of this Agreement, the Grantor may, at any time prior to the filing of the Final Plan in the Land Title Office, upon receipt of a building permit therefor from the Grantee, and in compliance with all municipal bylaws and the terms of any other covenants or agreements entered into between the parties hereto, construct buildings and other structures and improvements on the Right of Way Area;
  - (c) That notwithstanding anything herein contained the Grantee reserves all rights and powers of expropriation otherwise enjoyed by the Grantee.
  - (d) That the covenants herein set forth shall charge the Lands pursuant to Section 218 of the *Land Title Act* and shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Grantor herein shall accrue solely to the Grantee and this Agreement may be modified by agreement of the Grantee with the Grantor, or discharged by the Grantor, pursuant to the provisions of Section 218 of the *Land Title Act*.
  - (e) That no part of the fee of the soil of the Lands shall pass to or be vested in the Grantee under or by this Agreement AND THAT the Grantor may fully use and enjoy the Right of Way Area subject only to the rights and restrictions herein provided.
  - (f) That this Agreement shall enure to the benefit and be binding upon the parties hereto notwithstanding any rule of law or equity to the contrary.
  - (g) That wherever the singular or masculine is used in this Agreement it shall be construed as meaning the plural or feminine or body corporate or politic as the context so requires or the parties hereto so require, and where the Grantor consists of more than one person or corporation, the term "Grantor" shall mean all such persons or corporations jointly and severally.
7. **Assumption by Strata Corporation** – If, as and when the Grantor subdivides the Land by a strata plan under the *Strata Property Act* (British Columbia) the Grantor will forthwith, and in any event before the first conveyance of any strata lot, cause the strata corporation then created (the "Strata Corporation") to assume the Grantor's obligations hereunder to the same extent as if the Strata Corporation had been an original party to this Agreement by executing and delivering to the Grantee a tripartite assumption agreement to the satisfaction of the Grantee.

If the Grantor fails to comply with this section 7, the Grantor will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision of the Land and notwithstanding the transfer of any portion of the Land, including any strata lot, to a third party transferee. This section 7 does not limit or restrict the intent and meaning of section 6(d) herein

IN WITNESS WHEREOF as evidence of their agreement to be bound by the terms of this Agreement, the parties hereto have executed the Form C and Form D to which this Agreement is attached and which forms part of this Agreement.

**END OF DOCUMENT**

## TERMS OF INSTRUMENT – PART 2

### STATUTORY RIGHT OF WAY AND S. 219 COVENANT FOR PUBLIC ACCESS

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated  
in British Columbia under No. BC1106837, having a registered office at  
c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley,  
BC, V3A 1N9

(hereinafter referred to as the “Grantor”)

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE  
11995 Haney Place  
Maple Ridge, BC V2X 6A9

(hereinafter referred to as the “Grantee”)

OF THE SECOND PART

**WHEREAS:**

- A. The Grantor is the registered owner of ALL AND SINGULAR thause certain parcel or tract of lands and premises situate, lying and being in the Municipality of Maple Ridge, in the Province of British Columbia which are legally described in Item 2 of the Form C attached hereto (hereinafter collectively referred to as the “Lands”).
- B. The Grantee requires and the Grantor has agreed to grant to the Grantee a Statutory Right of Way over the Lands for the provision of public access, including pedestrian and vehicular access (hereinafter referred to as the “Public Access”).
- C. The Grantor has agreed to construct and maintain the at-grade: public pathway system, plaza, landscaping, public art, associated pathway improvements, and drive aisles, (collectively, the “Access Works”). For clarity, the Access Works do not include the below-grade parkade to be constructed on the Lands;
- D. To facilitate pedestrian access of the public to and through the Lands and to facilitate the repair, maintenance, protection, cleaning, and otherwise servicing of the Access Works by the Grantee (if the Grantor does not adequately perform same), the Grantor has agreed to grant for that purpose the statutory right-of-way hereinafter mentioned and a covenant under section 219 of the *Land Title Act* requiring the Grantor to maintain and repair the Access Works.
- E. Section 218 of the *Land Title Act* provides that a person may create by grant or otherwise, in favor of a municipality, an easement without a dominant tenement, to be known as a Statutory Right-of-Way, for any purpose necessary for the municipality’s undertaking; and
- F. This Statutory Right of Way is essential to the operation and the maintenance of the Grantee’s undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00, of lawful money of Canada, now paid by the Grantee to the Grantor, and other good and valuable consideration, and of the mutual covenants and agreements herein contained (the receipt and sufficiency whereof is hereby acknowledged):

1. **Statutory Right of Way** - The Grantor, for himself, his heirs, executors, administrators, successors and assigns, does hereby give and grant unto the Grantee, and its successors and assigns in perpetuity a Statutory Right of Way and the full, free, uninterrupted right to enter in, over and on the Lands (hereinafter referred to as the "Right of Way Area") for the purpose of:
  - (a) providing uninterrupted access by the Grantee, its employees, agents, contractors, invitees, and every member of the public, at their will and pleasure, with or without vehicles, the right to enter upon, go across, pass over, return and repass over the Right of Way Area, subject to subsection 6(a) herein, and
  - (b) providing uninterrupted access by the Grantee to the Right of Way Area, with or without workers, vehicle and equipment, for the purpose of exercising its rights under sections 2(f) or (g),

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever (collectively, the "Statutory Right of Way").

2. **Section 219 Covenant** - THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that:
  - (a) that the Grantor shall construct, replace, reconstruct, repair, maintain, clean, protect and otherwise service all or any part of the Access Works so that they are at all times in a good and safe condition, and for those part of the Access Works that are landscaping works, to a "Medium" standard as provided in section 13 of the British Columbia Landscape Standard published by the British Columbia Society of Landscape Architects and the British Columbia Nursery Trades Association, current edition;
  - (b) that, subject to subsection 6(b) herein, the Grantor will not erect, place or maintain any building, structure, concrete driveway, concrete patio, concrete wall, rock wall or retaining wall on any portion of the surface of the Right of Way Area without the express written consent of the Grantee, such consent not to be unreasonably withheld;
  - (c) that the Grantor may, at its sole risk and expense, erect, place or maintain buildings or structures beneath the surface of the Right of Way Area provided the same do not interfere with or impede the intended use of the Right of Way Area for the purposes aforesaid;
  - (d) that, subject to subsections 6(a) and (b) herein, the Grantor will not do or knowingly permit to be done any act or thing which will interfere with the purpose of the Statutory Right of Way or interfere with or injure the Access Works and, in particular, will not carry out blasting on or near the Right of Way Area without the written consent of the Grantee, such consent not to be unreasonably withheld;
  - (e) subject to subsections 6(a) and (b) herein, to allow the public and the Grantee, its employees, agents and contractors to enter upon the Right of Way Area as aforesaid and

not to interfere with in any way nor prevent any such person coming on the Right of Way Area for the purposes permitted by this Agreement;

- (f) that, if the Grantor fails or neglects to adequately construct, repair, maintain, clean, protect, and otherwise service the Access Works within a period of sixty (60) days following the Grantee's written notification to the Grantor to do so, (or such longer period as may be reasonably required to complete such maintenance, repair, cleaning, protection or other servicing), the Grantee may, but shall in no way be obligated to, carry out the construction, maintenance, repair, cleaning, protection or other servicing at the cost of the Grantor and the Grantor shall repay to the Grantee all reasonable costs incurred by the Grantee in connection with such maintenance, repair, cleaning, protection or other servicing forthwith upon receipt of the Grantee's bill for same. It is understood that the Grantee may do such work either by itself or by contractors employed by the Grantee and may use such equipment and machinery as it deems necessary and that, in the event that the Grantee's bill for the cost of the maintenance, repair, cleaning, protection or other servicing remains unpaid for a period of ninety (90) days from the date it is delivered to the Grantor, the Grantee shall be authorized to recover the cost of such maintenance, repair, cleaning, protection or other servicing, with interest at the rate of six (6) percent per annum, compounded semi-annually from the date of issuance of the bill, from the Lands in the same manner as municipal taxes;
- (g) that the Grantee, at its own expense, may, but shall not be obligated to construct, extend, alter, enlarge, replace and reconstruct the Access Works within the Right of Way Area in order to improve the operation or safety thereof PROVIDED THAT the Grantee has first obtained the written consent of the Grantor, such consent not to be unreasonably withheld;
- (h) that the Grantor hereby releases the Grantee and its elected officials, officers, employees, agents, successors and assigns from and forever abandons any expenses, claims, actions, causes of action, judgments, suits and demands which the Grantor and its successors or assigns, has or hereafter may have against the Grantee or its elected officials, officers, employees, agents, successors or assigns, for:
  - (i) any damage to any buildings, structures or works erected, placed or maintained by the Grantor on, beneath or above the surface of the Right of Way Area unless such damage was directly and physically caused by the Grantee or its employees, agents or contractors;
  - (ii) any loss, damage or expense suffered by the Grantor arising from the exercise, by any person, group, corporation, society or other entity, of any of the rights granted herein or arising from the Grantor's failure to maintain the Right of Way Area properly or at all; and
  - (iii) any act or omission of the Grantee, its elected officials, officers, employees, agents or contractors in the exercise or purported exercise of any of the rights granted by, or compliance or attempted compliance with any obligations imposed by, this Agreement or arising from the restrictions imposed by this Agreement on the use or development of the Lands or the construction of any buildings or structures thereon or its registration in the appropriate Land Title Office;
- (i) that the Grantor hereby saves harmless and effectually indemnifies the Grantee and its elected officials, officers, employees, agents, successors and assigns against all expenses, claims, actions, causes of action, judgments, suits and demands whatsoever and by

whomsoever brought, relating to or arising from the negligence of the Grantor or its contractors, agents or employees, including but not limited to any act or omission of the Grantor or its contractors, agents or employees relating to the construction, repair, maintenance, cleaning, protecting and servicing of the Access Works or the Right of Way Area; and

- (j) that the Grantor will, at the expense of the Grantor, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office save and except those specifically approved in writing by the Grantee.

3. THE GRANTOR HEREBY COVENANTS AND AGREES WITH THE GRANTEE:

- (a) That the Grantor will from time to time and at all times upon every reasonable request and at the expense of the Grantee, make, do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances whatsoever for the better assuring unto the Grantee of the rights, liberties and right of way hereby granted.
- (b) That the Grantor will permit the Grantee to peaceably hold and enjoy the rights hereby granted.
- (c) That the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed hereunder, shall and may peaceably hold and enjoy the rights, liberties and Statutory Right of Way hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any persons claiming by, through, under or in trust for, the Grantor.
- (d) Subject to subsections 6(a) and (b), that the Grantor will not do or permit to be done any act or thing which in the opinion of the Grantee might interfere with, injure, impair or obstruct access to the Right of Way Area without first obtaining written consent of the Grantee.
- (e) This Agreement shall enure to the benefit of the Grantee and be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and shall run with the Lands.

4. THE GRANTEE HEREBY COVENANTS AND AGREES WITH THE GRANTOR that the Grantee will use the Right of Way Area so as to cause no unnecessary damage or disturbance to the Lands.

5. THE GRANTOR AND THE GRANTEE HEREBY MUTUALLY COVENANT AND AGREE with each other that:

- (a) the final location of all Access Works shall be in such locations as the Grantor and the Grantee may agree upon;
- (b) upon substantial completion of the Access Works and landscaping on the Lands, the Grantor may, at the Grantor's expense, prepare an explanatory or reference plan or plans (the "Final Plan") for the whole of the Lands, showing the precise location of the Access Works within the Plan; and

- (c) if the dimensions and location of the Right of Way Area on the Final Plan are approved by the Grantee's Director of Planning, the parties and their respective successors and assigns shall, at the Grantor's expense, file the Final Plan in the Land Title Office and prepare, execute and register in the Land Title Office a partial release of this Agreement so that the Right of Way Area shall be limited to those areas shown on the Final Plan. In all other respects this Agreement shall remain unaltered, unless all of the parties to this Agreement expressly agree to alter this Agreement in writing.

6. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto:

- (a) Despite subsections 2(d) and (e) herein, the public rights of access under the Statutory Right of Way may not be exercised until the Access Works are constructed, and the Grantor may temporarily interrupt the use and enjoyment of the Right of Way Area to the extent necessary to:
  - (i) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of buildings or improvements on the Lands, other than the Right of Way Area; and
  - (ii) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of the Access Works on the Right of Way Area;
- (b) Despite any other provision of this Agreement, the Grantor may, at any time prior to the filing of the Final Plan in the Land Title Office, upon receipt of a building permit therefor from the Grantee, and in compliance with all municipal bylaws and the terms of any other covenants or agreements entered into between the parties hereto, construct buildings and other structures and improvements on the Right of Way Area;
- (c) That notwithstanding anything herein contained the Grantee reserves all rights and powers of expropriation otherwise enjoyed by the Grantee.
- (d) That the covenants herein set forth shall charge the Lands pursuant to Section 218 of the *Land Title Act* and shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Grantor herein shall accrue solely to the Grantee and this Agreement may be modified by agreement of the Grantee with the Grantor, or discharged by the Grantor, pursuant to the provisions of Section 218 of the *Land Title Act*.
- (e) That no part of the fee of the soil of the Lands shall pass to or be vested in the Grantee under or by this Agreement AND THAT the Grantor may fully use and enjoy the Right of Way Area subject only to the rights and restrictions herein provided.
- (f) That this Agreement shall enure to the benefit and be binding upon the parties hereto notwithstanding any rule of law or equity to the contrary.
- (g) That wherever the singular or masculine is used in this Agreement it shall be construed as meaning the plural or feminine or body corporate or politic as the context so requires or the parties hereto so require, and where the Grantor consists of more than one person or corporation, the term "Grantor" shall mean all such persons or corporations jointly and severally.

7. **Assumption by Strata Corporation** – If, as and when the Grantor subdivides the Land by a strata plan under the *Strata Property Act* (British Columbia) the Grantor will forthwith, and in

any event before the first conveyance of any strata lot, cause the strata corporation then created (the "Strata Corporation") to assume the Grantor's obligations hereunder to the same extent as if the Strata Corporation had been an original party to this Agreement by executing and delivering to the Grantee a tripartite assumption agreement to the satisfaction of the Grantee. If the Grantor fails to comply with this section 7, the Grantor will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision of the Land and notwithstanding the transfer of any portion of the Land, including any strata lot, to a third party transferee. This section 7 does not limit or restrict the intent and meaning of section 6(d) herein

IN WITNESS WHEREOF as evidence of their agreement to be bound by the terms of this Agreement, the parties hereto have executed the Form C and Form D to which this Agreement is attached and which forms part of this Agreement.

**END OF DOCUMENT**

## TERMS OF INSTRUMENT - PART 2

### Section 219 Covenant

THIS COVENANT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,

BETWEEN:

**FALCON VILLAGE DEVELOPMENT LTD.**, a company incorporated in British Columbia under No. BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley, BC, V3A 1N9

(the "Developer")

AND:

**CITY OF MAPLE RIDGE**, a municipality incorporated under the *Community Charter*, and having its office at 11995 Haney Place, Maple Ridge, BC, V2X 6A9

("City")

WHEREAS:

- A. The Developer is the registered owner in fee simple of those lands and premises in Maple Ridge, British Columbia which are legally described in Item 2 of the Form C attached hereto ( "Lot \_\_\_\_");
- B. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;
- C. The City, after a request for proposal process, sold Lot \_\_\_\_to the Developer on the condition that Lot \_\_\_\_ is developed in conformance with the Developer's development proposal, including the provision of amenities for the development;
- D. [**AMEND AS REQUIRED**] An agreement on these same terms is also registered or is expected to be registered against another portion of this development being PID: \_\_\_\_, Lot \_\_\_\_, [**list other three lots**] and it is intended that this Agreement and the agreement registered on those other properties shall be read as one agreement and the defined term "Lands" includes those other properties together with Lot \_\_\_\_.
- E. The Developer wishes to grant and City wishes to accept these covenants over Lot \_\_\_\_restricting the use and subdivision of Lot \_\_\_\_in the manner herein provided;

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One (\$1.00) Dollar paid by City to the Developer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 219 of the *Land Title Act* of British Columbia as follows:

#### **Grant of Section 219 Covenant**

1. The Developer hereby covenants, promises and agrees, pursuant to the Section 219 of the *Land Title Act*, as amended, that the Developer shall not subdivide, not build, use or not use Lot \_\_\_\_, as the case may be, and may not apply for a building permit or occupancy permit as the case may be, except as provided for in Attachment "1" attached hereto.

#### **Costs**

2. The Developer shall comply with all the requirements of this Agreement at its own cost and expense.

#### **Construction Standards**

3. All works and services required to be undertaken by the Developer pursuant to this Agreement shall be completed to City's applicable bylaw standards for those works and services and to the satisfaction of City.

#### **Plans**

4. Where a covenant, right of way or other document required by this Agreement requires a survey or other plan, the Developer shall be solely responsible, at its own cost, for preparation of the document, including the survey and the plan.

#### **Registration**

5. The Developer agrees to do everything necessary, at the Developer's expense, to ensure that this Agreement is registered against title to Lot \_\_\_\_ with priority over all financial charges, financial liens and financial encumbrances that are registered, or the registration of which is pending at the time of application for registration of this Agreement, except those in favour of City.

### **Priority**

6. Where any part of this Agreement requires the Developer to grant City a further covenant, statutory right of way or other interest in land as a condition of a subdivision or use of Lot \_\_\_\_, the Developer shall apply to register that document, at its own cost, in priority to all registered and pending financial charges.

### **Severance**

7. 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 the Agreement.

### **Runs with Lands**

8. The covenants set forth herein shall charge Lot \_\_\_\_ pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with Lot \_\_\_\_ and bind Lot \_\_\_\_ and every part or parts thereof, and shall attach to and run with Lot \_\_\_\_ and each and every part to which Lot \_\_\_\_ may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of Lot \_\_\_\_, but shall charge the whole of the interest of such purchaser and shall continue to run with Lot \_\_\_\_ and bind Lot \_\_\_\_ and all future owners of Lot \_\_\_\_ and any portion thereof.

### **Other Development Requirements**

9. The Developer acknowledges and agrees that this Agreement does not include all the requirements for development of Lot \_\_\_\_ or any portion of Lot \_\_\_\_, and that prior to construction or other development work, the Developer must obtain all necessary development permits, development variance permits, building permits, and other required approvals from City. The Developer acknowledges and agrees that acceptance of this Agreement by City is not confirmation that permits and other approvals will be granted or given by City.

### **Specific Relief**

10. Because of the public interest in ensuring that all of the matters described in this agreement, and the provisions of all applicable laws, are complied with, the public

interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Municipality, in the event of an actual or threatened breach of this agreement.

### **Indemnity**

11. The Developer hereby releases, indemnifies and saves harmless City, its elected officials, officers, employees, agents and others for whom City is responsible at law from and against any and all manner of actions, causes of actions, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising out of or in any way due to or relating to the granting or existence of this Agreement or the carrying out of the transactions contemplated by it.

### **Interpretation**

12. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

### **Bylaw to the Contrary**

13. This Agreement shall restrict the subdivision and use of Lot \_\_\_\_ in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of City.

### **Other Requirements**

14. The Developer acknowledges that satisfaction of the conditions established by this Agreement does not relieve the Developer from complying with all enactments and lawful requirements in relation to the subdivision and use of Lot \_\_\_\_.

### **Further Assurances**

15. The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

### **Waiver**

16. Waiver by City of any default by the Developer shall not be deemed to be a waiver of any subsequent default.

### **Powers Preserved**

17. Nothing contained or implied herein shall prejudice or affect the rights and powers of City in the exercise of its functions pursuant to the *Local Government Act* or the *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to Lot \_\_\_\_, all of which may be fully and effectively exercised in relation to Lot \_\_\_\_ as if this Agreement had not been executed and delivered by the Developer.

### **Enurement**

18. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

### **Municipal Discretion**

19. Wherever in this Agreement the approval of City is required, some act or thing is to be done to the satisfaction of City, or City is entitled to form an opinion or is given a sole discretion:
- (a) The relevant provision is not deemed fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by a representative of City;
  - (b) The approval, opinion or satisfaction is in the discretion of City in its sole and unfettered discretion; and
  - (c) City is under no public law duty of fairness or natural justice and may do any of those things in the same manner as if it were a private party and not a public body.

### **References**

20. Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

**City's Representative**

21. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by City's Director of Planning or his/her delegate ("Planner").

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

## **ATTACHMENT “1”**

### **Siting and Development**

1. All buildings and structures to be constructed or erected on the Lands shall be constructed or erected in compliance with the Design Guidelines, attached hereto as Attachment “2”. The City’s Planner is hereby authorized to approve minor amendments to the Design Guidelines provided that such amendments are consistent with the overall character and intent of the original Design Guidelines. All references to Phases in this Attachment “1” refer to the buildings to be built in phases as shown on the Design Guidelines.
2. The Lands shall not be occupied for residential purposes unless the Developer has constructed, installed and completed all trees, shrubs, flowers, structural soils or approved alternative, irrigation systems, screening, decorative pavers, decorative concrete, decorative brick, decorative lighting, water features, seating areas and other aesthetic features to be constructed and installed on the Lands, as shown on the Design Guidelines to the satisfaction of the Planner, on or before the date that is ninety (90) days following the substantial completion of all dwellings to be constructed on the Lands .
3. All vehicular traffic through the Lands will be prohibited except through the east-west corridor marked “Lane” on page DP1.2 of the Design Guidelines.
4. The Developer will make provision for routes for pedestrian, wheelchair and bicycle transportation through the development, including granting easements for passage over the Lands or common property as the case may be, to the satisfaction of the Planner.

### **Public Art**

5. The Lands shall not be occupied for residential purposes unless the Developer has provided one or more pieces of public art, such as statuary, to be situated on the Lands, at a minimum collective value of twenty thousand dollars (\$20,000.00), to the satisfaction of the Planner. The Developer will inform the Planner of the exact number, situation and descriptions of the public art pieces, and the Developer will ensure the approved public art pieces are installed before the Developer makes application to the City for an occupancy permit for that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496.
6. The public art pieces described in section 5 above shall be maintained in perpetuity by the Developer or its successors in title.

### Child Care Centre

7. The Developer shall, as part of the development of that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496, construct a daycare space within that development being one commercial retail unit, of at least 150 m<sup>2</sup> of indoor space (not including bathrooms and hallways) and 150 m<sup>2</sup> of exclusive-use outdoor space, for use as a 25-child daycare (the "Daycare Space").
8. No building or structure on that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496 shall be occupied until and unless the Developer has, to the satisfaction of the Planner and the Planner has confirmed same in writing:
  - a. obtained an occupancy permit from the City of Maple Ridge for the Daycare Space, and
  - b. entered into a written lease agreement with a daycare operator for use and operation of the Daycare Space.
9. Notwithstanding the City's zoning bylaw or any other bylaws or changes to any Provincial legislation regulating day care spaces, the Developer will use the Daycare Space only for the operation of a daycare.

### Green Building – LEED Certified Equivalency

10. Prior to applying for an occupancy permit in respect of any commercial buildings on the Lands, the Developer will ensure that the commercial and multi-family residential buildings on the Lands are constructed in a manner that is equivalent to or exceeds the 'LEED Certified' building standard set by the Canada Green Building Council in effect as at the date of the Phased Development Agreement, exclusive of any performance requirements of that standard ("LEED Certified"). The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the LEED Certified standard of construction in effect as of the date of this Agreement, exclusive of any performance requirements of that standard, and provide written confirmation to the City. For clarity, the parties anticipate that the Developer will employ the following methods:
  - a. Low-impact development standards, including absorbent soils, naturalized landscaping and xeriscaping, and permeable surfaces;
  - b. Rain water recovery systems;

- c. Organic waste facilities;
- d. Infrastructure for future alternative energy sources;
- e. Roof gardens and permeable paving to reduce impervious surfaces;
- f. Reduced indoor and outdoor water use through fixture selection and irrigation requirements;
- g. Optimize energy efficiency through fixture and appliance selection, extensive use of daylight, and maximized envelope performance;
- h. Materials are environmentally, economically, and socially have preferable life-cycle impacts;
- i. Reduce construction water and divert materials wherever possible;
- j. Enhance indoor air quality, thermal comfort and overall well-being by: conducting air quality assessment, utilizing low-emitting materials, maximizing natural ventilation, offering individual control of air temperature, maximizing daylight and providing unobstructed views for the majority of living control of air temperatures, maximizing daylight and providing unobstructed views for the majority of living commercial spaces; and
- k. Electrical vehicle charging stations and provision for Electrical Vehicles:
  - i. Public parking: one Level 3 fast-charging receptacle located within the public surface parking area to be provided and wired to city power;
  - ii. CRU tenant parking: install conduit to allow for one Level 2 charging receptacle per CRU unit; and
  - iii. Residents' parking: install conduit to 10% of the parking stalls to allow for future Level 1 charging receptacles.

#### Rental Housing – Affordable Rental and Market Rental

11. The Developer shall not construct any building or structure on the Lands or apply for a building permit in respect of the Lands, and the City shall not be obliged to issue a building permit in respect of the Lands, unless and until the Developer has entered into a housing agreement with the Municipality pursuant to section 483 of the *Local Government Act* in respect of the following number of units, in perpetuity:
- a. 5 rental units in Phase 1, being:
    - i. 2 – two bedroom units, rented at market rate,
    - ii. 2 – three bedroom units, rented at market rate, and

- iii. 1 -two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- b. 4 rental units in Phase 2, being:
  - i. 3 – one bedroom units, rented at market rate, and
  - ii. 1 – 3 bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- c. 5 rental units in Phase 3
  - i. 2 – two bedroom units, rented at market rate,
  - ii. 2 – three bedroom units, rented at market rate, and
  - iii. 1 – two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.
- d. 7 affordable non-market units in Phase 4
  - i. 3 – two bedroom units, rented at affordable non-market rate, and
  - ii. 4 – one bedroom units, rented at affordable non-market rate, with 2 of these being fully accessible as described in the BC Building Code.

For clarity, in the Housing Agreement for the 10 affordable non-market units, rent will be set at a maximum of 30% of average household income (as published by BC Housing or Stats Canada). The Housing Agreement will define affordable non-market rents, the criteria for qualified renters, any qualifications on ownership of the rental units, and the forms of tenure for the units.

#### Adaptable Units

12. Prior to applying for an occupancy permit in respect of any residential building on the Lands, ensure a minimum of 10% of the residential buildings are built on the Lands in accordance with the SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standards Society (“Saferhome Standard”), including, but not limited to, the following adaptable criteria:
  - a. Thresholds (including doorways and showers);
  - b. Backing/reinforcement for future grab bars in washrooms and at stairs;
  - c. Doors – as wide as possible; easily operated hardware (lever sets); and
  - d. Passageways and pinch points

The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the *Saferhome* Standard of construction in effect as of the date of this Agreement, and provide written confirmation to the City. For clarity, the units constructed to the Saferhome Standard will not also be counted as units that comply with the accessibility requirements of the BC Building Code as described in section 11 above.

#### Restriction on Subdivision

13. The Developer shall not subdivide any portion of the Lands by way of strata plan under the *Strata Property Act* unless the Planner states in writing that the Planner is satisfied that the Developer has met or is on track to meet all requirements of this Agreement.

## **ATTACHMENT “2”**

**[Site Plan, Design Guidelines, Landscaping Plan]**

**City of Maple Ridge**

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** First and Second Reading  
Official Community Plan Amending Bylaw No. 7288-2016 and  
Second Reading  
Zone Amending Bylaw No. 7289-2016  
First, Second, and Third Reading  
Housing Agreement Bylaw No. 7345-2017  
23004 Dewdney Trunk Road

**MEETING DATE:** June 13, 2017  
**FILE NO:** 2016-352-RZ  
**MEETING:** Council

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**EXECUTIVE SUMMARY:**

An application has been received to rezone the subject property, located at 23004 Dewdney Trunk Road, from RS-1 (One Family Urban Residential) to C-2 (Community Commercial), to permit a future medical clinic and pharmacy, with two rental units above.

Council granted first reading to Zone Amending Bylaw No. 7289-2016 and considered the early consultation requirements for the Official Community Plan (OCP) amendment on October 25, 2016.

This application requires an amendment to the Official Community Plan (OCP) to redesignate the land use from *Urban Residential* to *Commercial*.

Pursuant to Council policy, this application is exempt from the Community Amenity Contribution Program as the development is for commercial purposes, and is providing two rental units which will be secured through a Housing Agreement with the City.

**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. 7288-2016 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. 7288-2016 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. 7288-2016 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Official Community Plan Amending Bylaw No. 7288-2016 be given first and second readings and be forwarded to Public Hearing;

- 5) That Zone Amending Bylaw No. 7289-2016 be given second reading, and be forwarded to Public Hearing;
- 6) That 23004 Dewdney Trunk Road Housing Agreement Bylaw No. 7345-2017 be given first, second and third readings; and
- 7) 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 "B";
  - iii) Registration of a Restrictive Covenant for protecting the Visitor Parking;
  - iv) Registration of a Restrictive Covenant for protecting the Stormwater Management Plan;
  - v) Registration of a Housing Agreement in accordance with Section 483 of the *Local Government Act* and a Restrictive Covenant stating that the two residential units above the commercial ground floor will be restricted to residential rental units; and
  - vi) 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 property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.

## DISCUSSION:

### 1) Background Context:

Applicant:	B. Chadwick
Legal Description:	Parcel A (Reference Plan 7941) Lot 1, Except: Part Dedicated Road Plan NWP87590, Section 17, Township 12, NWD Plan 3179
OCP:	
Existing:	Urban Residential
Proposed:	Commercial
Zoning:	
Existing:	RS-1 (One Family Urban Residential)
Proposed:	C-2 (Community Commercial)
Surrounding Uses:	
North:	Use: Commercial (Optometrist, Spa, Office) Zone: CD-2-95 (Comprehensive Development) Designation: Commercial
South:	Use: Single Family Residential Zone: RS-1 (One Family Urban Residential) Designation: Urban Residential
East:	Use: Seniors' Housing Zone: RE (Elderly Citizens Residential) Designation: Urban Residential

West:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential

Existing Use of Property:	Vacant
Proposed Use of Property:	Medical Office, Pharmacy, Two Rental Dwelling Units
Site Area:	892 m <sup>2</sup> (0.2 acres)
Access:	230 Street
Servicing requirement:	Urban Standard
Companion Applications:	2016-352-DP/DVP

## 2) Project Description:

The subject property, located at 23004 Dewdney Trunk Road, is relatively flat and is bounded by Dewdney Trunk Road to the north, 230 Street to the west, single family residential to the south, and a seniors' housing development to the east (see Appendices A and B).

The applicant has requested to rezone the subject property from RS-1 (One Family Urban Residential) to C-2 (Community Commercial), for the development of a medical office, pharmacy and two rental dwelling units above. Pursuant to Council policy, this application is exempt from the Community Amenity Contribution Program as the development is for commercial purposes, and is providing two rental units which will be secured through a Housing Agreement with the City.

## 3) Planning Analysis:

The subject property is currently designated *Urban Residential – Major Corridor*. The proposed rezoning to C-2 (Community Commercial) is not a compatible zone for the *Urban Residential – Major Corridor* designation; therefore, an OCP amendment application is required to re-designate the subject property from *Urban Residential* to *Commercial – General Commercial* category (see Appendix C). Although commercial expansion along Dewdney Trunk Road is not taken lightly, this OCP amendment could be supported for a number of reasons. The *General Commercial* category is consistent with other *General Commercial* lands that are identified in the OCP, along Dewdney Trunk Road, east of the Town Centre. In keeping with Policy 6-20 of the OCP, the subject property, which is located on the corner of a major corridor, is located such that it has “*suitable linkages to other commercial centres and nodes, and residential neighbourhoods. Linkages include an adequate transportation system, which considers transit, trails, bikeways, pedestrian corridors and roadways.*”

Principle 19 of the OCP also states that:

*“There is value in identifying new lands for commercial and industrial uses to secure locations for future employment that will help to create a balanced community. Citizens prefer locations where commercial and industrial activities ‘fit’ within the community context.”*

As there are existing commercial developments to the north-east and north-west, the additional commercial development on the subject property would fit with the existing context.

The applicant intends to provide two dwelling units above the professional service use as rental housing units in perpetuity, and the owner will enter into a Rental Housing Agreement with the City of Maple Ridge (see Appendix D). This OCP amendment is supported by the Housing Action Plan, *Strategy #4 – Create New Rental Housing Opportunities*, which includes the following action:

*“Facilitate the development of new rental units above commercial developments or as other forms of secured market rental housing. The widening of the District’s (City’s) residential-over-commercial zoning regulations to more zones, especially for zones that apply to areas of density transition, along with the use of density bonusing, reduction in permit fees, or parking relaxations can be used to encourage this type of investment. The units can be restricted for the purposes of market rental use by way of a housing agreement and covenant on title.”*

OCP policy 3-32 also supports the rental units, as follows:

*“Maple Ridge supports the provision of affordable, rental and special needs housing throughout the District (City). Where appropriate, the provision of affordable, rental, and special needs housing will be a component of area plans.”*

Additionally, on August 29, 2016, Council directed staff to develop a policy to support rental units above commercial development, and this forms part of the Planning Department’s 2017 Work Program.

#### **Commercial and Industrial Strategy:**

The Commercial and Industrial Strategy Report 2012-2042, endorsed by Council in 2014, categorized the subject property geographically with the Town Centre for the purpose of commercial space demand forecasting. This “Town Centre Fringe” area was not expected to be a significant contributor to commercial land supply in the Town Centre. As this development proposes a “mixed use”, combining office space development with rental accommodation, the forecasting provided by GP Rollo and Associates for office space developments are pertinent:

*“The location of office space within mixed-use formats is the most likely means by which additional speculative office space will be added to the Town Centre, given that current and projected office lease rates are likely insufficient to allow for an economically feasible stand-alone office project (at least in the near-term).”*

Additionally, it is noted that *“the sectors with the most growth potential in Maple Ridge include: Business Services, Manufacturing, Retail, Education, as well as Health and Welfare/Public Administration”* and one strategy would be to:

*“Continue to support the Economic Development office and their work to attract entrepreneurs, businesses and employees.”*

The Health and Welfare sector is forecasted to employ 5,100 people by 2041. As the population grows, employment in the Health and Welfare sector will grow. An aging population will also increase jobs in Health and Welfare.

#### **Zoning Bylaw:**

The current application proposes to rezone the subject property from RS-1 (One Family Urban Residential) to C-2 (Community Commercial) (see Appendix E) to permit the development of a medical office, pharmacy and two rental dwelling units above (see Appendix F). Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Currently, the C-2 (Community Commercial) zone permits accessory apartment use; however, an apartment is defined in the Zoning Bylaw as *“a residential use where the building or buildings on a lot are each used for three or more dwelling units. Apartment building(s) may contain Townhouse dwelling units.”* By this definition, the two proposed dwelling units could not be considered as “apartment”, as it is less than three units.

In order to accommodate one or two dwelling units above a commercial development, a text amendment is proposed for the C-2 (Community Commercial) zone to allow for one or two dwelling units as permitted accessory uses (see Appendix E).

**i) Off-Street Parking And Loading Bylaw:**

The *Off-Street Parking and Loading Bylaw* requires 1 parking space per 30m<sup>2</sup> gross floor area for a retail and/or professional service use; 1 concealed parking space per dwelling unit for the apartment use; and 0.2 concealed parking spaces per dwelling unit to be designated for visitor parking spaces. The gross floor area of the retail and professional service uses is 291m<sup>2</sup>, requiring 10 parking spaces. The two apartment units require 2 concealed parking spaces for residents and one concealed space for visitors. For this development, 11 parking spaces are provided for the retail and professional service uses, two concealed parking spaces are provided for the residents, and one un-concealed parking space is provided for visitors. A variance is required for the un-concealed visitor parking space, which will be the subject of a future Council report.

It should be noted that the main concern expressed at the Development Information Meeting, held on May 24, 2017, was that patients coming to the clinic would be parking along 230 Street and be a nuisance to the residents in the area. The developer explained that the clinic is not intended to be a walk-in clinic, therefore the parking would be regulated by appointment schedules. On-street parking is intended to be for the general public.

**ii) Proposed Variances:**

A Development Variance Permit application has been received for this project and involves the following relaxations (see Appendix E):

- *Zoning Bylaw No. 3510 -1985, Section 403 (4) (e) (i) Where a use on lands designated Commercial abuts a use on lands designated Residential, a landscape screen of a minimum of 2.0m in height and a maximum of 3.6m in height shall be provided along common property lines between the abutting uses.*

The C-2 (Community Commercial) zone does not have an interior lot line setback requirement; therefore this development is proposed to have a 0m setback along the eastern property line. The existing RE (Elderly Citizens Residential) zoned development to the east currently has a cedar hedge along the property line which will serve as a landscape buffer between the proposed development and the property to the east. A 2.0m cedar fence is proposed along the south-eastern and southern property lines, along with landscaping to serve as a landscape screen.

- *Off-Street Parking and Loading Bylaw No. 4350 -1990, requires 0.2 concealed spaces per dwelling unit designated for visitors.*

The visitor's parking space for the two residential units is not concealed; however, the parking space will be identified as a parking space for residential use and a restrictive covenant will be registered

on Title to ensure that the parking space remains a visitor parking space for the residential dwelling units.

The requested variances will be the subject of a future report to Council.

**iii) Development Permits:**

Pursuant to Section 8.5 of the OCP, a Commercial Development Permit application is required to address the current proposal's ability to foster attractive commercial areas that are compatible with adjacent development and enhance the unique character of the community. Accordingly, prior to final zoning approval, the Development Permit must be reviewed and approved. An application for the Development Permit has been received. Adherence of this project to the guidelines will be the subject of a future report to Council and a security will be taken as a condition of the issuance of the Development Permit to ensure that the Development Permit Area guidelines are met.

**iv) 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 March 14, 2017 (see Appendices G and H).

Following presentations by the project Architect and Landscape Architect, the ADP made the following resolution that the following concerns be addressed and digital versions of revised drawings and memo be submitted to Planning staff; and further that Planning staff forward this on to the Advisory Design Panel for information:

1. Provide a locked garbage enclosure, coordinate appropriately with the architecture of the building. Cannot be a shared space with visitor parking.
2. Enhance the walkway from the parkade to the residential entrance.
3. Direct water to the bioswale from parking lot, walk ways and from the roof.
4. Provide site furniture or landscape structure for seating.
5. Use landscape elements to define pedestrian entrance to the site.
6. Provide large trees to complement the magnolia trees.
7. Provide bike rack.
8. Clarify the locations of the underground tank for grey water from the clinic and retention tank for the site.
9. Provide architectural feature and public art to enhance the truncated corner of the building.
10. Provide a way finding element for pedestrians in the surface treatment and landscaping edges on the site.
11. Provide canopies at the main entrances to the clinic and the pharmacy.
12. Recess the pharmacy doors on Dewdney Trunk Road.
13. Provide access door from garage to the stairs.
14. Express the residential entrances more clearly.
15. Provide skylight above the residential stairwell.
16. Locate skylight at the 90 degree corner at residential level; a minimum 2 feet from the wall.
17. Provide canopies for the residential entrances.
18. Gas meter location to be identified and properly screened.
19. Provide canopy over outdoor patio or terrace. Enhance and provide details of screen and canopy at residential terrace.
20. Provide lighting design for the site and the exterior of the building.

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

**v) Development Information Meeting:**

A Development Information Meeting was held at the Maple Ridge Leisure Centre Preschool Room, on May 24, 2017. Three people attended the meeting. A summary of the main comments and discussions with the attendees was provided by the applicant and include the following main points:

- Concerns with additional people parking along 230 Street;
- Enquired about the landscaping screening along the eastern and southern property lines; and
- Concerned about HVAC units taking up a potential parking space.

The following are provided in response to the issues raised by the public:

- As discussed above in the Off-Street Parking and Loading Bylaw section, the clinic is not intended to be a walk-in clinic, so parking will be somewhat regulated by appointment schedules. Parking along streets is for the general public.
- A 2.0m cedar fence in addition to landscaping will be provided along the southern and south-eastern property lines.
- The developer had proposed to have the HVAC units along 230 Street, next to the sidewalk. This is not a desirable location from a pedestrian's perspective, so the City had requested for the units to be placed on the roof. The developer was not willing to revise their roof plan to accommodate this; therefore they moved the HVAC units next to the building, which will keep the units away from the pedestrian realm and allow for an additional parking space.

**4) Interdepartmental Implications:**

**i) Engineering Department:**

The Engineering Department has identified that all the services required in support of this development do not yet exist. It will be necessary for the owner to enter into a Rezoning Servicing Agreement and provide the securities to do the required work in that Agreement. Required servicing will include:

- Concrete curb and gutter across the site frontage on the east side of 230 Street.
- Upgrading of 230 Street to an urban collector standard.
- A 1.5m wide concrete sidewalk across the site frontage on the east side of 230 Street.
- The existing driveway letdown on Dewdney Trunk Road will need to be removed.
- The storm sewer will need to be extended along the 230 Street frontage from the existing main on Dewdney Trunk Road
- Onsite storm sewer services to be designed to meet the three-tier criteria for stormwater management, as outlined in the *Watercourse Protection Bylaw* and the *Subdivision and Development Services Bylaw*.
- A street light design is required for 230 Street.
- A street tree design is required for 230 Street and Dewdney Trunk Road.

- A new water service connection will need to be installed by the City before the road improvement works are constructed on 230 Street.
- Asphalt widening along the west side of 230 Street to allow for a 1.2m wide asphalt walkway and repaint crosswalks.

ii) **License, Permits and Bylaws Department:**

The Licences, Permits and Bylaws Department has reviewed the development application and has provided comments related to Building Code requirements which have been provided to the developer. These comments will be reviewed again at the Building Permit stage.

iii) **Fire Department:**

The Fire Department has provided comments to the developer regarding fire safety plans, architectural plans, fire alarm information, fire department connection, and address visibility, which will be addressed at the Building Permit stage.

5) **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 February 28, 2017 and a response was received on March 3, 2017, as follows:

*"Golden Ears Elementary has an operating capacity of 526 students. For the 2016-17 school year, the student enrolment at Golden Ears Elementary is 484 students (93% utilization) including 154 students from out of catchment.*

*Thomas Haney Secondary School has an operating capacity of 1200 students. For the 2016-17 school year, the student enrolment at Thomas Haney Secondary School is 1098 students (91.5% utilization), including 707 students from out of catchment."*

As this proposed mixed-use commercial development involves only two residential units, it's not expected to have a significant impact on the School District catchment areas.

6) **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, to amend the land use designation from *Urban Residential* to *Commercial*, 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. 7288-2016, that second reading be given to Zone Amending Bylaw No. 7289-2016, that first, second and third reading be give to the Housing Agreement Bylaw No. 7345-2017, and that application 2016-352-RZ be forwarded to Public Hearing.

“Original signed by Michelle Baski”

---

**Prepared by:** Michelle Baski, ASCT, MA  
Planner 1

“Original signed by Christine Carter”

---

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

“Original signed by David Pollock” for

---

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

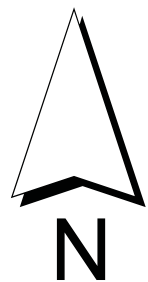
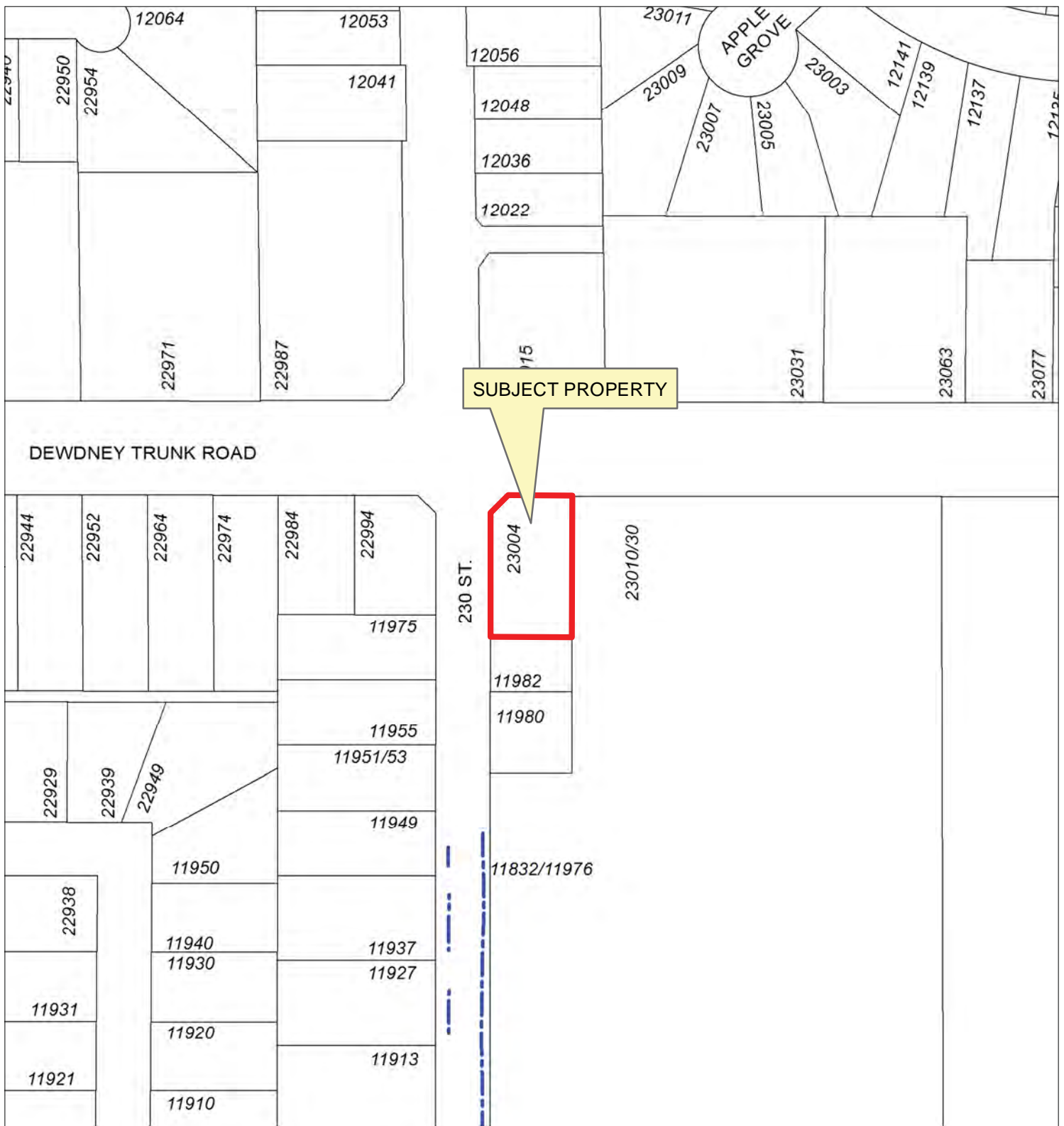
“Original signed by E.C. Swabey”

---

**Concurrence:** E.C. Swabey  
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map  
Appendix B – Ortho Map  
Appendix C – OCP Amending Bylaw No. 7288-2016  
Appendix D – Housing Agreement Bylaw No. 7345-2017  
Appendix E – Zone Amending Bylaw No. 7289-2016  
Appendix F – Site Plan  
Appendix G – Building Elevations  
Appendix H – Landscape Plan



Scale: 1:1,500

## Legend

- Stream
- - - Indefinite Creek
- River
- Major Rivers & Lakes

23004 Dewdney Trunk Road

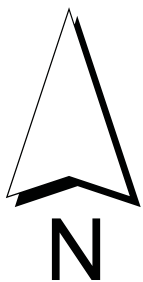
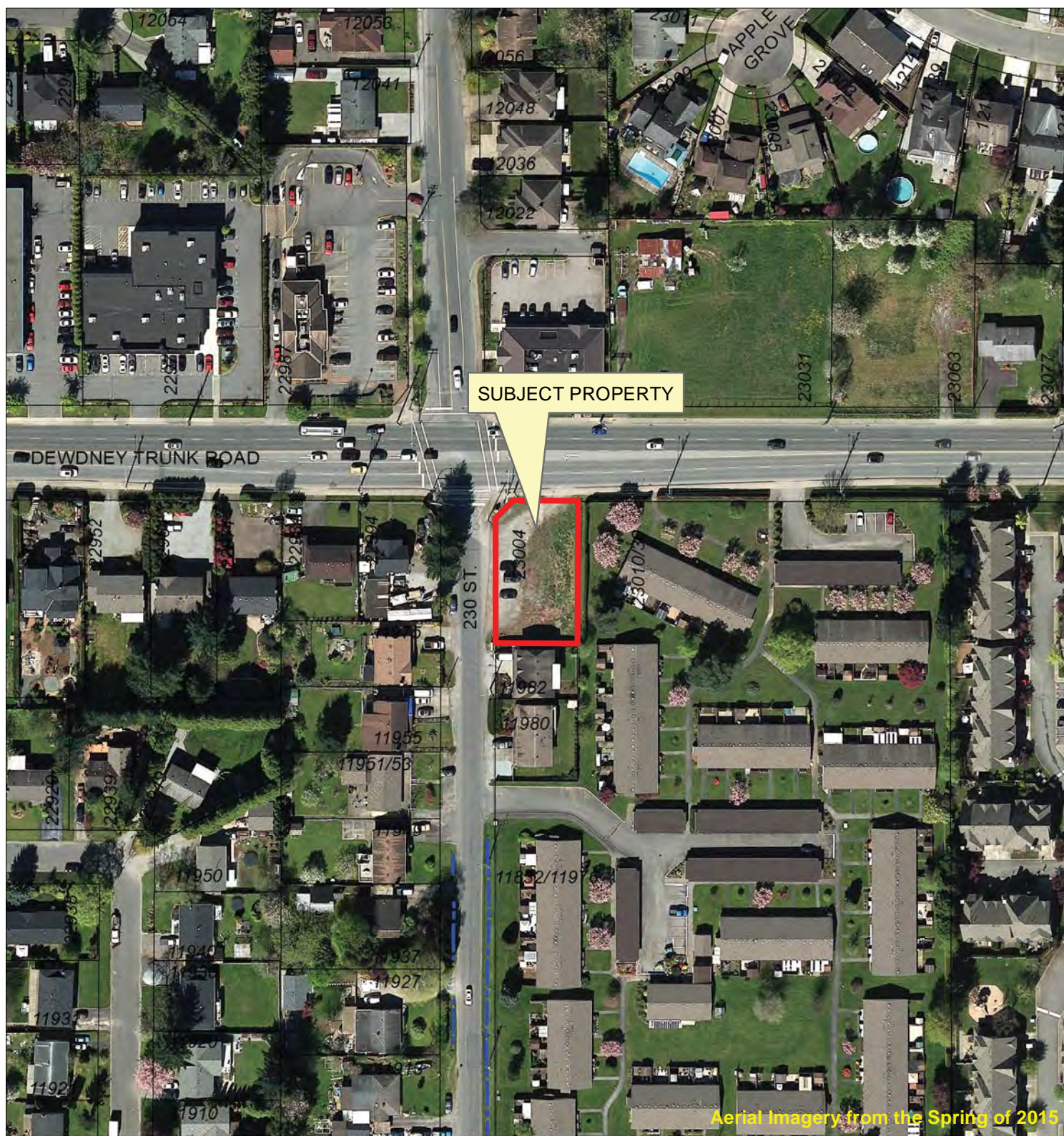
PLANNING DEPARTMENT



[mapleridge.ca](http://mapleridge.ca)



2016-352-RZ  
DATE: Sep 9, 2016

BY: JV



Scale: 1:1,500

## Legend

-  Stream  
 Indefinite Creek  
 River  
 Major Rivers & Lakes

23004 Dewdney Trunk Road



2016-352-RZ  
DATE: Sep 9, 2016

BY: JV

## APPENDIX C

# CITY OF MAPLE RIDGE

# BYLAW NO. 7288-2016

# A Bylaw to amend the Official Community Plan Bylaw No. 7060-2014

**WHEREAS** Section 477 of the Local Government Act provides that the Council may revise the Official Community Plan;

**AND WHEREAS** it is deemed expedient to amend Schedule "B" to the Official Community Plan;

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7288-2016."
2. Schedule "B" is hereby amended for that parcel or tract of land and premises known and described as:

Parcel A (Reference Plan 7941) Lot 1 Except: Part dedicated Road Plan NWP87590;  
Section 17 Township 12 New Westminster District Plan 3179

and outlined in heavy black line on Map No. 936, a copy of which is attached hereto and forms part of this Bylaw, is hereby designated/amended as shown.

3. Maple Ridge Official Community Plan Bylaw No. 7060-2014 is hereby amended accordingly.

**READ** a first time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**READ** a second time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**PUBLIC HEARING** held the       day of       , 20

**READ** a third time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**ADOPTED**, the                      day of                      , 20   .

## PRESIDING MEMBER

**CORPORATE OFFICER**

SCALE 1:2,500

## CITY OF MAPLE RIDGE

### BYLAW NO. 7345 – 2017

#### A Bylaw to authorize the City of Maple Ridge to enter into a Housing Agreement for 23004 Dewdney Trunk Road

---

**WHEREAS** pursuant to Section 483 of the Local Government Act, as amended, Council may, by bylaw, enter into a housing agreement under that Section;

**AND WHEREAS** Council and Wasti Holdings Ltd. Inc. No. BC0940933 wish to enter into a housing agreement for the subject property at 23004 Dewdney Trunk Road;

**NOW THEREFORE**, the Municipal Council of the City of Maple Ridge, in open meeting assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw may be cited as “23004 Dewdney Trunk Road Housing Agreement Bylaw No. 7345 – 2017”.
2. By this Bylaw Council authorizes the City to enter into a housing agreement with Wasti Holdings Ltd. Inc. No. BC0940933, in respect to the following land:  
  
Parcel A (Reference Plan 7941) Lot 1 Except: Part Dedicated Road Plan NWP87590;  
Section 17, Township 12, New Westminster District Plan 3179
3. The Mayor and Corporate Officer are authorized to execute the housing agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

**READ** a first time the    day of    , 2017.

**READ** a second time the    day of    , 2017.

**READ** a third time the    day of    , 2017.

**ADOPTED**, the    day of    , 2017.

---

**PRESIDING MEMBER**

---

**CORPORATE OFFICER**

SECTION 219 COVENANT AND HOUSING AGREEMENT  
(2016-352-RZ)

BETWEEN:

WASTI HOLDINGS LTD. (Inc. No. BC0940933)  
of 12932 Alouette Road, Maple Ridge, BC, V4R 1R8

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

THE CITY OF MAPLE RIDGE  
11995 Haney Place, Maple Ridge, British Columbia, V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

AND:



(hereinafter called the "Lender")

OF THE THIRD PART

**WHEREAS:**

- A. The Covenantor is the registered owner of or has an equity of redemption in certain lands situated in the Municipality of Maple Ridge in the Province of British Columbia, and more particularly known and described as:

PID: 007-907-699    PARCEL A (REFERENCE PLAN 7941) LOT 1 EXCEPT: PART  
DEDICATED ROAD PLAN NWP87590; SECTION 17  
TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 3179

(hereinafter called the "Lands").

- B. The City is prepared to allow construction of a second storey for rental housing with a gross floor area of 246 m<sup>2</sup>.
- C. The Covenantor and the City wish to enter into this Agreement to restrict the use of housing units to be constructed on the Lands, on the terms and conditions of this

Agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

- D. The City has adopted a bylaw under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Covenantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* (British Columbia) as follows:

### **Definitions**

1. In this Agreement:
  - (a) “Dwelling Units” means all residential dwelling units located or to be located on the Lands whether those dwelling units are lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Lands may be subdivided (hereinafter defined) and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;
  - (b) “Lands” means the land described in Item 2 of the General Instrument, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;
  - (c) “Subdivide” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act* or the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interest” or “shared interest in land” as defined in the *Real Development Marketing Act*.

### **Use, Occupancy, Subdivision and No Separate Sale Restrictions**

2. All Dwelling Units shall only be used to provide rental accommodation and shall remain as rental accommodation in perpetuity.
3. All Dwelling Units shall be rented only on a month to month basis or under a residential tenancy agreement having a fixed term not exceeding three years, including any rights of renewal.
4. No Dwelling Unit may be occupied except by an individual who occupies pursuant to a rental agreement that meets the requirements of section 3.

5. The Lands shall not be Subdivided, except by means of a strata plan under the *Strata Property Act* that includes all of the Dwelling Units within a single strata lot.

### **Specific Performance**

6. The Covenantor agrees that because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.

### **Notice of Housing Agreement**

7. For clarity, the Covenantor acknowledges and agrees that:
- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a Housing Agreement entered into under section 483 of the *Local Government Act*;
  - (b) the City is required to file a notice of Housing Agreement in the Land Title Office against title to the Lands; and
  - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a Housing Agreement under section 483 of the *Local Government Act*.

### **No Obligation to Enforce**

8. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

### **No Effect on Laws or Powers**

9. This Agreement does not:
- (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City under the common law or any statute, bylaw, or other enactment, nor does this Agreement date or give rise to, nor do the parties intend this Agreement to create any implied obligations concerning such discretionary rights, duties or powers;
  - (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
  - (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

### **Indemnity**

10. The Covenantor hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), cost (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind arising out of or in any way due or relating to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Covenantor of this Agreement that the City is or may become liable for, incur or suffer.

### **Priority**

11. The Covenantor will do everything necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Lands in priority to all liens, charges and encumbrances registered or pending registration against title to the Lands, save and except those specifically approved in writing by the City and those in favour of the City.

### **Waiver**

12. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

### **Interpretation**

13. In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
  - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (d) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
  - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replace, unless otherwise expressly provided;
  - (f) reference to "party" or the "parties" is a reference to a party, or the parties, to this Agreement and their respective successors, assigns, trustees, administrators and receivers;

- (g) time is of the essence; and
- (h) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

#### **Further Acts**

- 14. The Covenantor will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

#### **Severance**

- 15. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

#### **No Other Agreements**

- 16. This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

#### **Enurement**

- 17. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

#### **Deed and Contract**

- 18. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by this Agreement, the Covenantor and the City have executed the *Land Title Act* Form C or D, as the case may be, attached to and forming part of this Agreement.

### **CONSENT & PRIORITY**

The Lender in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) hereby consents to the registration of the Covenant herein granted under Section 219 of the *Land Title Act*, running with the said lands and against the said lands and the Lender hereby postpones all of its rights under the Mortgage and Assignment of Rents registered respectively under No. \_\_\_\_\_ and \_\_\_\_\_ (the "Lender Documents") to those rights of the District under the Covenant herein in the same manner and to the same extent and effect as if the Covenant herein had been dated, granted and registered prior to the Lender Documents.

**CITY OF MAPLE RIDGE  
BYLAW NO. 7289-2016**

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. 7289-2016."
2. That PART 7 COMMERCIAL ZONES, 702 COMMUNITY COMMERCIAL: C-2 2) PERMITTED ACCESSORY USES is amended by adding:  
  
item e) one or two dwelling units
3. That PART 7 COMMERCIAL ZONES, 702 COMMUNITY COMMERCIAL: C-2 8) OTHER REGULATIONS a) is amended as follows:  
  
a) A principal or accessory apartment use or one or two dwelling unit use shall:
4. That parcel or tract of land and premises known and described as:  
  
Parcel A (Reference Plan 7941) Lot 1 Except: Part dedicated Road Plan NWP87590;  
Section 17 Township 12 New Westminster District Plan 3179  
  
and outlined in heavy black line on Map No. 1697 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to C-2 (Community Commercial).
5. Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended and Map "A" attached thereto are hereby amended accordingly.

**READ** a first time the 25<sup>th</sup> day of October, 2016.

**READ** a second time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

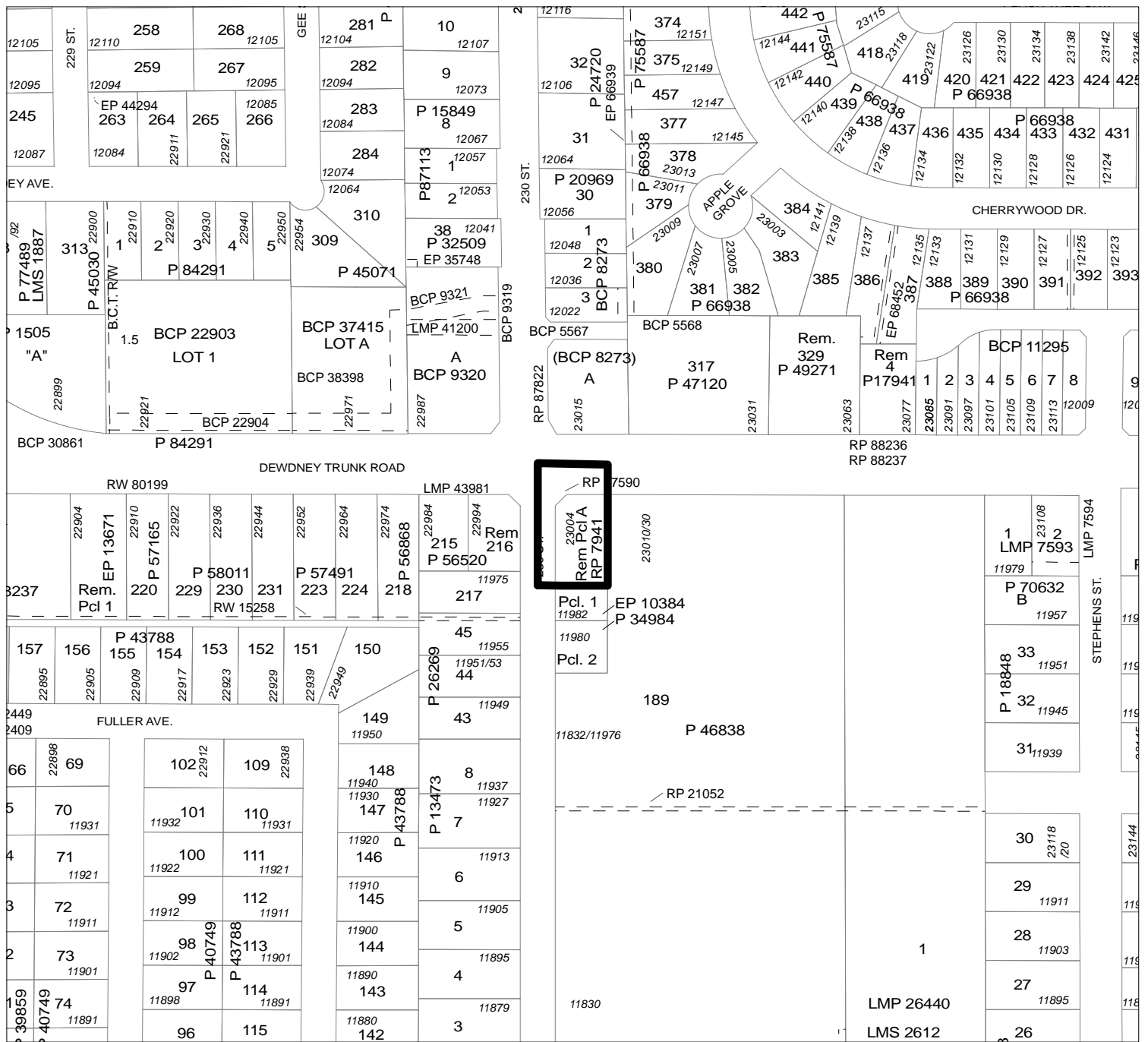
**PUBLIC HEARING** held the       day of       , 20

**READ** a third time the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**ADOPTED,** the            day of            , 20

**PRESIDING MEMBER**

CORPORATE OFFICER



# MAPLE RIDGE ZONE AMENDING

Bylaw No. 7289-2016

Map No. 1697

From: RS-1 (One Family Urban Residential)

To: C-2 (Community Commercial)



SCALE 1:2,500

REVISED FOR CONDENSER UNITS	06/05/17
ISSUED FOR PRICING	06/21/17
CLIENT MEETING REVIEW	06/13/17
REVISED SECTIONS	06/08/17
REVISED MECH/ELEC/INTX ROOM	06/02/17
ISSUED TO STRUCTURAL/ENG	04/25/17
A.D.P. REVISIONS	04/17/17
A.D.P. REVISIONS	03/29/17
ISSUED FOR A.D.P.	02/21/17
EXTERIOR REVISIONS TO GLAZING	10/02/16
PRESENTED TO CITY HALL FOR REZONING	09/29/16
REVISIONS	DATE



**CONSULTANT:**  
**D.A. HORVATH CONSULTANTS INC.**  
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604.538.2496  
doug@horvathid.com

**ARCHITECT:**  
**Barrie Chadwick**  
**Architect Inc. a/bc**  
5015 Hore Sound Lane,  
West Vancouver, BC V7W 1L3  
Telephone 604-926-1597  
email: barriechadwick@telus.net

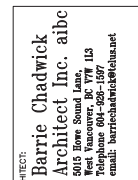
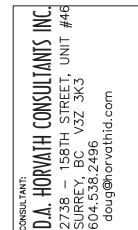
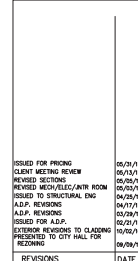
PROJECT: MAPLE MEDICAL CENTRE  
AND PHARMACY  
23004 DEWDNEY TRUNK ROAD  
MAPLE RIDGE, BC

SHEET TITLE:  
**COVER**



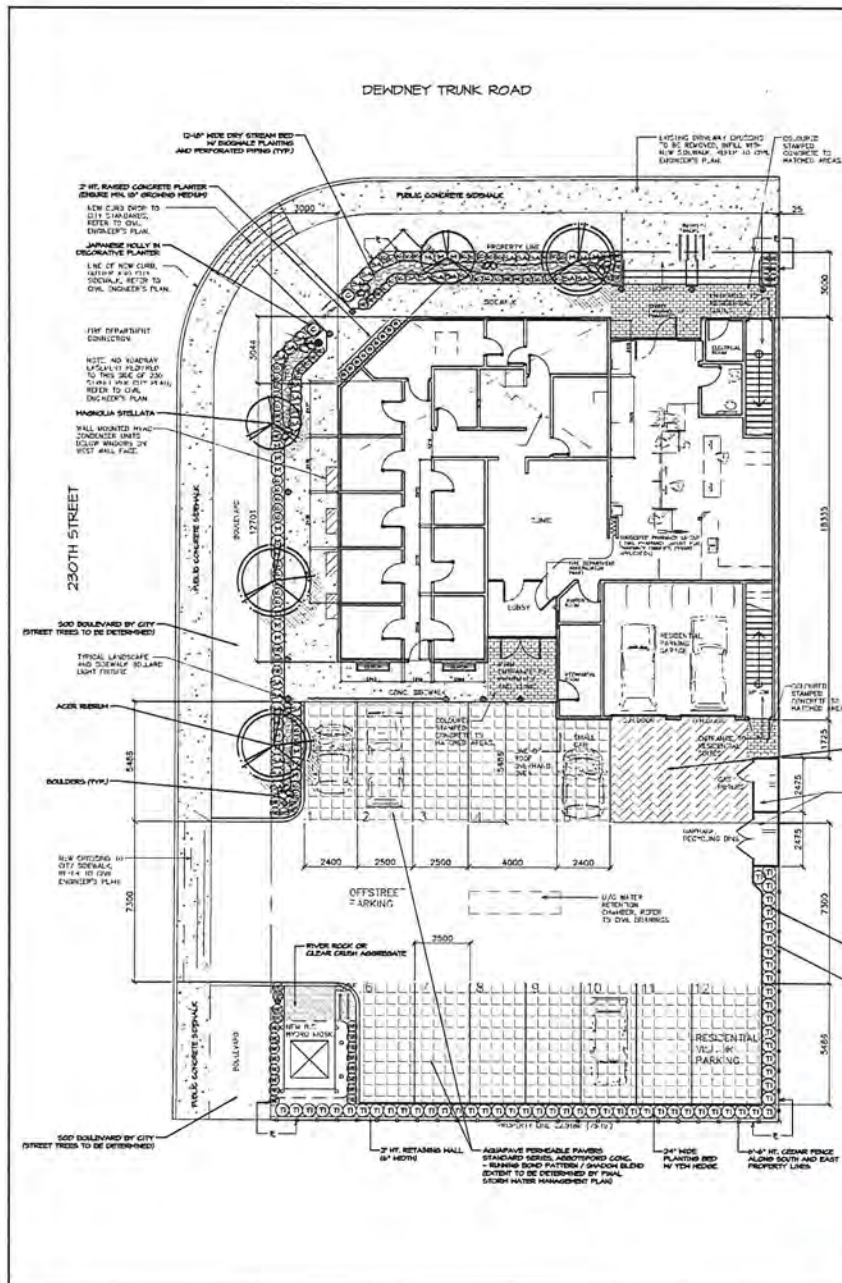
**NOTE:** DO NOT SCALE FROM DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE. ANY DIMENSIONAL DISCREPANCIES MUST BE REPORTED IMMEDIATELY TO THE ARCHITECT FOR CORRECTION.

**ATTENTION:** ALL SEALS, LEGENDS, COORDINATES AND INTELLECTUAL PROPERTY ARE REPRESENTED BY THE DRAWING OR PRESENTATION FILE. AS SUCH, ALL REPRESENTATIONS OF STYLE, COMPOSITION, COLOR/VALUE COMBINATIONS SHALL REMAIN THE PROPERTY OF THE ARCHITECT. ANY REPRODUCTION OF ANY PART OF THE DRAWING OR PRESENTATION FILE, IN ANY MANNER, MECHANICALLY, ELECTRONIC OR OTHERWISE WITHOUT THE EXPRESS AND WRITTEN PERMISSION OF THE ARCHITECT, FOR INFORMATION RELAYING TO SOURCES IS CONFIDENTIAL, SHIPPED UNDER A NON-DISCLOSURE AGREEMENT. THE PROJECT NAME ON THIS TITLE BLOCK (A.K.A. METHOD OF PRESENTATION) AND CONTENT OF THIS PRESENTATION SHALL ALSO BE CONSIDERED A PART OF THIS DESIGN AND HEREBY AFFIRMED.

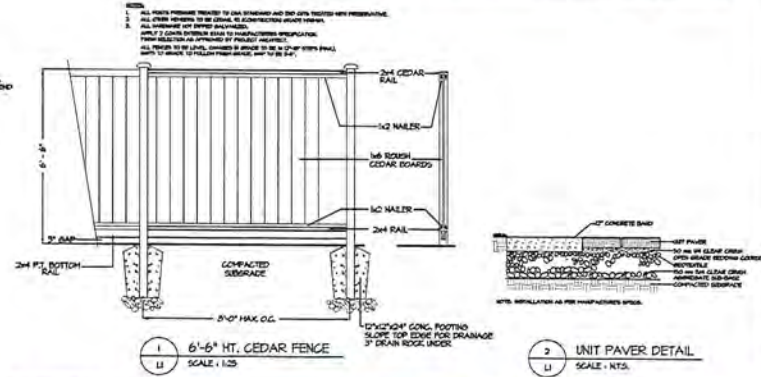




# APPENDIX H



KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE	REMARKS
1	3	ACER RUBRUM 'BONNALL'	BONNALL MAPLE	23H H, 18H L, 18H W	18\"/>



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#220 - 26 Lorne Mews  
New Westminster, British Columbia  
V3M 3J7  
Tel: 604.553.0044  
Fax: 604.553.0045  
Email: office@m2la.com



NO.	DATE	REVISION DESCRIPTION	BY
1	2017-01-10	REVISED PER CITY COMMENTS	PHI
2	2017-01-10	REVISED PER CITY COMMENTS	PHI
3	2017-01-10	REVISED PER CITY COMMENTS	PHI
4	2017-01-10	REVISED PER CITY COMMENTS	PHI
5	2017-01-10	REVISED PER CITY COMMENTS	PHI
6	2017-01-10	REVISED PER CITY COMMENTS	PHI
7	2017-01-10	REVISED PER CITY COMMENTS	PHI
8	2017-01-10	REVISED PER CITY COMMENTS	PHI
9	2017-01-10	REVISED PER CITY COMMENTS	PHI
10	2017-01-10	REVISED PER CITY COMMENTS	PHI

PROJECT: **MAPLE MEDICAL CENTRE AND PHARMACY**  
23004 DEWDNEY TRUNK ROAD  
MAPLE RIDGE, BC

DRAWING TITLE: **LANDSCAPE PLAN**

DATE: 01/10/17  
SCALE: NTD  
DRAWN: PHI  
DESIGN: PHI  
CHECK: MHL  
M2LA PROJECT NUMBER: **JOB NO. 10-087**

DRAWING NUMBER: **L1**  
OF 2

## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Second Reading  
Zone Amending Bylaw No. 7261-2016  
12258 228 Street

**MEETING DATE:** June 13, 2017  
**FILE NO:** 2016-219-RZ  
**MEETING:** Council

---

### EXECUTIVE SUMMARY:

An application has been received to rezone the subject property located at 12258 228 Street from RS-1 (One Family Urban Residential) to R-3 (Special Amenity Residential District), to permit a future subdivision of approximately 3 residential lots, with access off a rear lane.

This application is in compliance with the OCP.

Pursuant to Council policy, this application is exempt from the Community Amenity Contribution due to its location in the Town Centre.

### RECOMMENDATIONS:

- 1) That Zone Amending Bylaw No. 7261-2016 be given second reading, and be forwarded to Public Hearing;
- 2) 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) 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 property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.

### DISCUSSION:

#### 1) Background Context:

Applicant: Don Bowins

Legal Description: Lot 4, Section 20, Township 12, New Westminster District Plan 13667

OCP:

Existing: SF (Single-Family Residential)

Zoning:

Existing: RS-1 (One Family Urban Residential)

Proposed: R-3 (Special Amenity Residential District)

Surrounding Uses:

North:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Single Family Residential
South:	Use:	Single Family Residential
	Zone:	R-3 (Special Amenity Residential District)
	Designation:	Single Family Residential
East:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Single Family Residential
West:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Single Family Residential

Existing Use of Property:	Residential
Access:	proposed lane in the back, accessing 122 Ave
Servicing:	Urban Standard
Companion Applications:	Intensive Residential DP and Subdivision

## 2) Project Description:

The applicant proposes to rezone from RS-1 (One Family Urban Residential) to R-3 (Special Amenity Residential District). The subject property is 1400m<sup>2</sup> (0.34 acres) in size, is generally flat, and is bound by single family residential properties within the Town Centre Area (see Appendix A). Access is proposed to be from a lane, connecting to the lane on the adjacent property to the south, accessing 122 Ave. The application is proposing to create 3 single family residential lots and a 7.5m wide lane, plus -as a result of the lane alignment- a remnant land area hooked to lot 3, which will eventually be absorbed through future subdivision with lands on Greenwell Street. A “No Build” restrictive covenant will be placed on this land area.

## 3) Planning Analysis:

### i. Official Community Plan:

The development site is located within the Town Centre Area Plan and is currently designated *Single Family Residential*. The *Single Family Residential* land use designation is intended for a single family detached housing form. Policy 3-17 provides options for increasing density while retaining the single family character in established neighbourhoods, and specifically states that a “lot size of 213 m<sup>2</sup> to 370 m<sup>2</sup> is permitted, where vehicle access is from a rear lane only”. The proposed R-3 zoning for the development is in compliance with the Town Centre Area policies.

### ii. Zoning Bylaw:

The current application proposes to rezone the property located at 12258 228 Street from RS-1 (One Family Urban Residential) to R-3 (Special Amenity Residential District) to permit future development into 3 single family residential lots, a lane, and a remnant lot. The minimum lot size for the proposed R-3 zone is 213m<sup>2</sup>, where the proposed lots will be oversized at 305.5m<sup>2</sup>. No variations from the requirements of the proposed zone are anticipated at this time.

### iii. Development Permits:

Pursuant to Section 8.8 of the OCP, an Intensive Residential Development Permit application is required to ensure the current proposal provides emphasis on high standards in aesthetics and quality of the built environment, while protecting important qualities of the natural environment.

**iv. Advisory Design Panel:**

Since the application is proposing for three Single Family lots, the Advisory Design Panel (ADP) did not need to review the form and character of the proposed development and the landscaping plans,

**v. Development Information Meeting:**

A Development Information Meeting was not required, since the application is proposing less than 5 dwelling units.

**vi. Parkland Requirement:**

As there are two additional residential lots proposed to be created, the developer will not be required to comply with the park dedication requirements of Section 510 of the *Local Government Act* prior to subdivision approval.

**CONCLUSION:**

As the application is in compliance with the OCP, it is recommended that second reading be given to Zone Amending Bylaw No. 7261-2016, and that application 2016-219-RZ be forwarded to Public Hearing.

‘original signed by Therese Melser’

---

**Prepared by:** Therese Melser  
Planning Technician

‘original signed by Christine Carter’

---

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

‘original signed by David Pollock’ for

---

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

‘original signed by E.C. Swabey’

---

**Concurrence:** E.C. Swabey  
Chief Administrative Officer

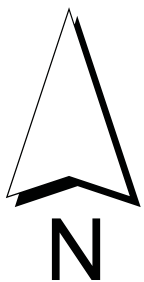
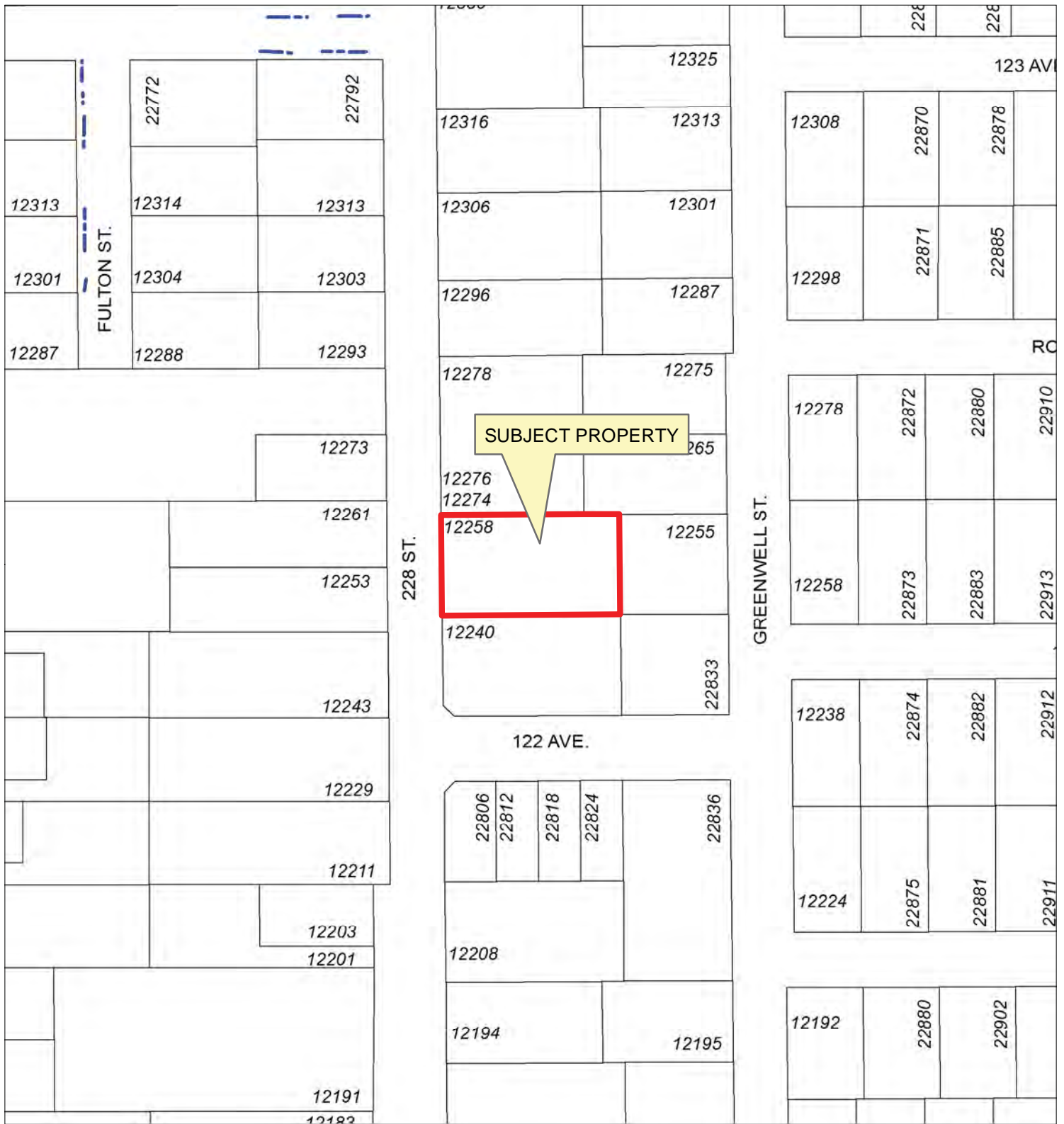
The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – Zone Amending Bylaw No. 7261-2016

Appendix E – Site Plan



Scale: 1:1,500

## Legend

- Stream
- Indefinite Creek
- Major Rivers & Lakes

12258 228 Street

PLANNING DEPARTMENT

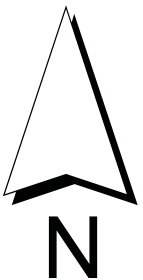
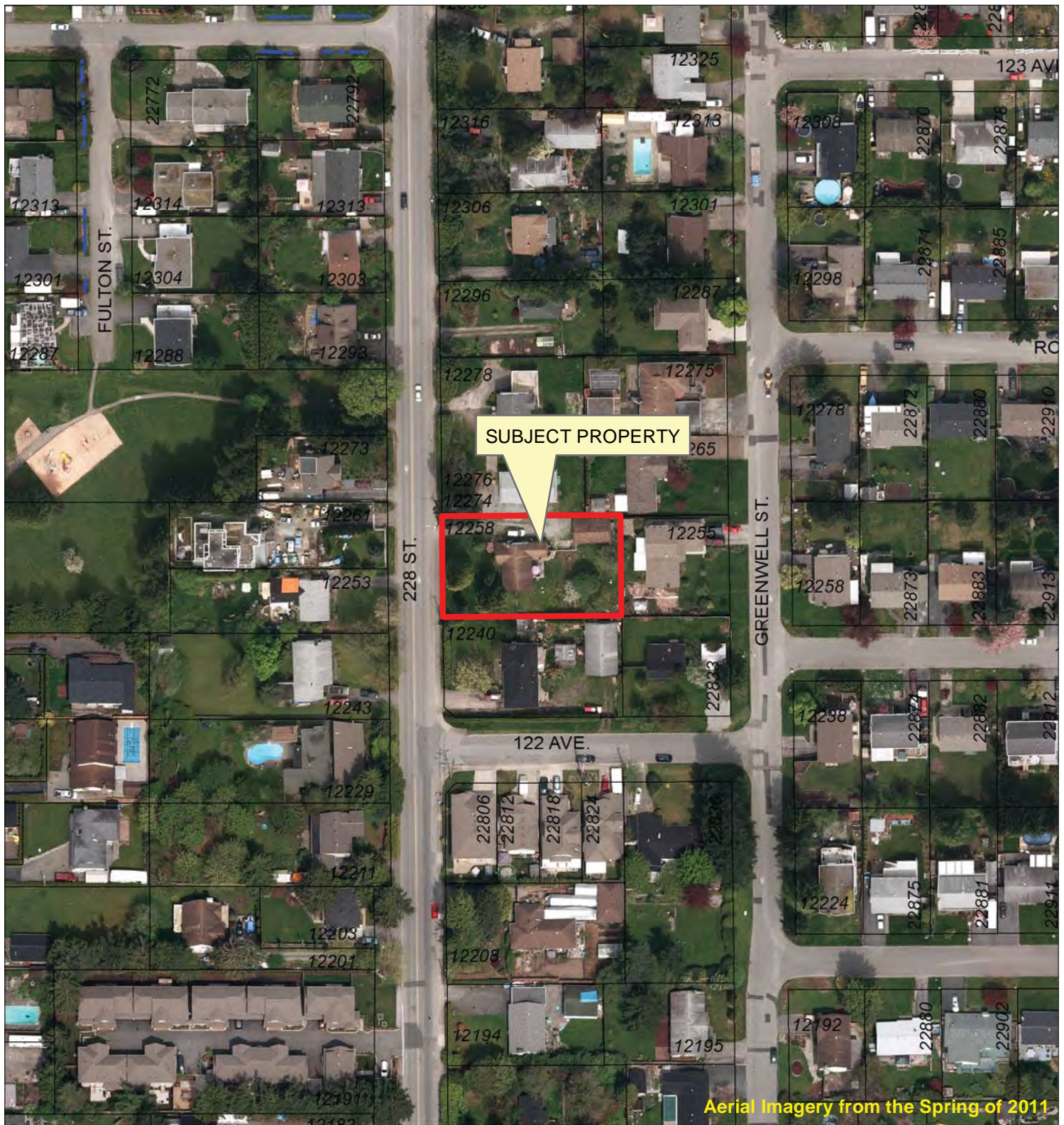


[mapleridge.ca](http://mapleridge.ca)

2016-219-RZ

DATE: Jun 17, 2016

BY: JV



Scale: 1:1,500

## Legend

-  Stream
-  Indefinite Creek
-  River Centreline
-  Major Rivers & Lakes

12258 228 Street



2016-219-RZ  
DATE: Jun 17, 2016

BY: JV

## APPENDIX C

## CITY OF MAPLE RIDGE

# BYLAW NO. 7261-2016

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. 7261-2016."
2. That parcel or tract of land and premises known and described as:

Lot 4 Section 20 Township 12 New Westminster District Plan 13667

and outlined in heavy black line on Map No. 1684 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to R-3 (Special Amenity Residential District).

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

**READ** a first time the 26<sup>th</sup> day of July, 2016.

**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

SCALE 1:2,000

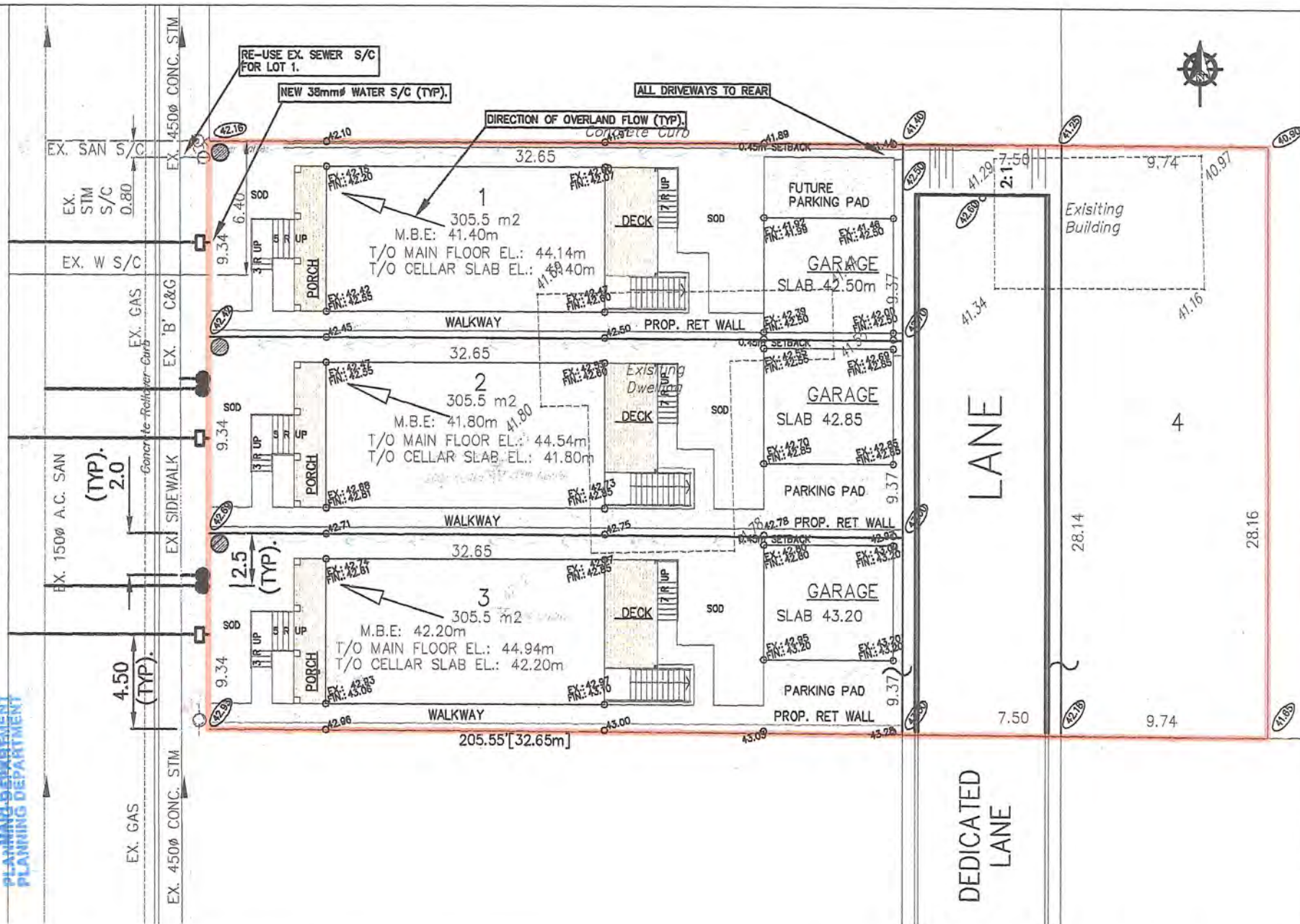


RECEIVED

MAR - 1 2017

EX. 200φ D.I. W/M

MAPLE RIDGE  
PLANNING DEPARTMENT



No	Date	Revision	By

**Benchmark Notes:**

BENCH MARK 84H0116 ELEV 45.284

D.K. BOWINS & ASSOCIATES INC.

D.R. BOWINS & ASSOCIATE  
8533 EMERY STREET, MISSION, BC  
V4S 1A8 PHONE: 604-526-4399.  
EMAIL: [dbowins@shaw.ca](mailto:dbowins@shaw.ca)

CALL STEWART@ALAN.COM

This drawing and design is the property of G.K. DOWNS & ASSOCIATES INC. and cannot be used, reused or replicated without the written consent of said company.

DRAWN	AJD
DESIGNED	DKB
CHECKED	
APPROVED	
FIELD BOOK	
SCALES	HORZ. 1:250
	VERT. -

5.



CORPORATION OF THE DISTRICT OF MAPLE RIDGE  
ENGINEERING DEPARTMENT

**SITE PLAN**  
12258 228 STREET  
Maple Ridge, BC

Date	OCT 2016
SHEET	OF
Draw. No.	

## City of Maple Ridge

<b>TO:</b>	Her Worship Mayor Nicole Read and Members of Council	<b>MEETING DATE:</b>	June 13, 2017
<b>FROM:</b>	Chief Administrative Officer	<b>FILE NO:</b>	2017-054-DVP
		<b>MEETING:</b>	Council
<b>SUBJECT:</b>	<b>Development Variance Permit 21682 Ridgeway Crescent</b>		

---

### EXECUTIVE SUMMARY:

Development Variance Permit application (2017-054-DVP) has been received to reduce the front setback requirements for a single family house that is constrained by its location as a corner lot and its pie shape.

It is recommended that Development Variance Permit 2017-054-DVP be approved.

### RECOMMENDATION:

**That the Corporate Officer be authorized to sign and seal 2017-054-DVP respecting property located at 21682 Ridgeway Crescent.**

### DISCUSSION:

#### a) Background Context

Applicant:	Ryan M. Carpenter
Owner:	Miranda L. Carpenter and Ryan M. Carpenter

Legal Description:	Lot 30, D.L. 245, Group 1, NWP14796
--------------------	-------------------------------------

#### OCP :

Existing:	Urban Residential
Proposed:	No change

#### Zoning:

Existing:	RS-1 (One Family Urban Residential)
Proposed:	No change

#### 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:	Urban 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:		Residential
Site Area:		948 m <sup>2</sup> (0.23 acres)
Access:		Ridgeway Crescent
Servicing:		Urban Standard
Concurrent (or Previous) Applications:		None

#### **b) Project Description:**

The applicant seeks to build a new, 380 m<sup>2</sup> (4,098 ft<sup>2</sup>), two storey single family house on the subject property. The existing house on the property will be demolished, but its existing foundation will be integrated into the new house. See Appendix C for the proposed site plan.

The subject property is a corner lot at the intersection of Ridgeway Crescent and 122 Avenue that is shaped like a quarter pie. Its front lot line is a broad arc that sweeps between its two side lot lines (see Appendix A). The lot is flat and has a few large trees (see Appendix B). The existing building appears to be configured as a duplex with two driveway accesses, although the current zoning does not allow for this. The construction of the proposed house will remove one of the driveways and return the house to a single family use.

In order to build the proposed two storey single family house, variances to the front setback requirements of the zone are requested.

#### **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 are described below, and illustrated in Appendix C. A rationale for support is also provided.

1. *Maple Ridge Zoning Bylaw No 3510 -1985*, Part 6, Section 601, C. 3. c) i): To reduce the front setback from 7.5 metres from the front lot line to the building faces and corners. Specifically:
  - i) to reduce the front setback on the north front corner of the house where the garages are located to a maximum of 5.58 m, with eaves projecting out a further 30 cm;
  - ii) to reduce the front setback of the north west corner of the house to 5.30 m, and for the side porch to a maximum of 3.88 m.

Due to the pie shaped form of the lot, the buildable area of the lot is reduced compared to a more conventional rectangular shaped lot. For example, the broad sweep of the front lot line means that a significant amount of the parcel is reserved for the 7.5 metre front setback. The encroachments of the proposed building are not deemed to be significant, and will not interfere with visual clearance of the intersection corner.

Furthermore, the existing building's northwest corner already encroaches partially into the 7.5 m setback. Finally, the proposed home is a low, two storey modern house with flat roofs. The design fits with the character of the street and neighbourhood, which are generally comprised of low, bungalow style houses. For these reasons, the requested front setback reduction is supportable.

It should be noted that the requested variances can be reduced if the proposed house is moved backward towards its rear yard, or if some rooms are reduced or removed to allow the protruding portions (e.g. garages) to be pulled back. However, these measures would reduce the usable space in the backyard or in the house itself, and are not preferred by the applicant.

**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 residents of parcels, any parts of which are adjacent to the property that is subject to the permit.

**CONCLUSION:**

The proposed variance is supported because the subject property is an odd, corner, pie-shaped lot; the variances are deemed not to be significant, and they will not interfere with visual clearance at the intersection corner. It will also allow for the construction of a modern house that fits with the character of the existing neighbourhood.

It is therefore recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2017-054-DVP.

"Original signed by Chee Chan"

---

**Prepared by: Chee Chan**  
**Planner**

"Original signed by Chuck Goddard"

---

**Approved by: Charles R. Goddard, BA, MA**  
**Manager of Development & Environmental Services**

"Original signed by David Pollock" for

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

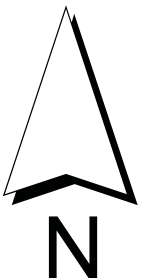
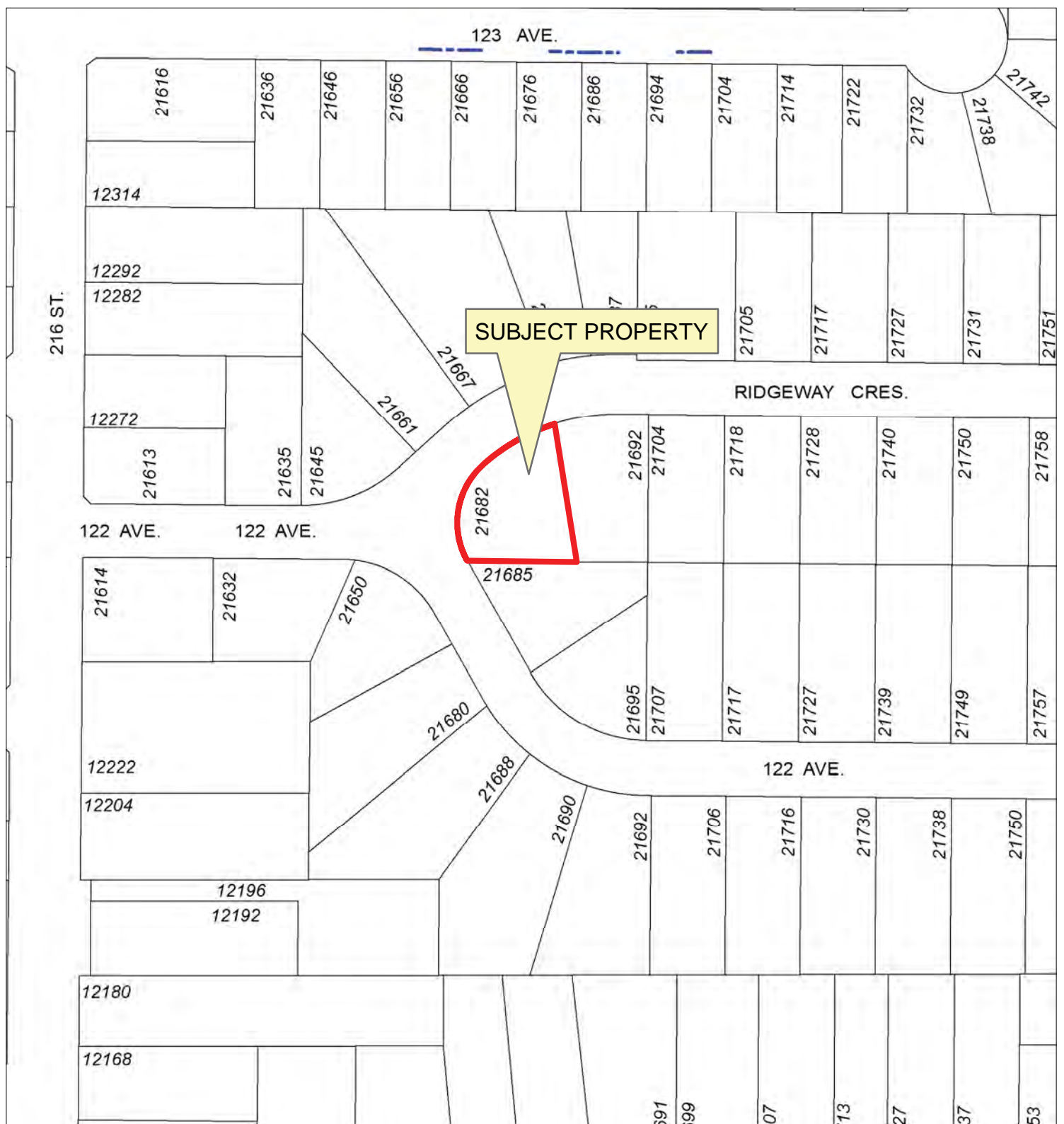
"Original signed by E.C. Swabey"

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**Concurrence: E.C. Swabey**  
**Chief Administrative Officer**

The following appendices are attached hereto:

Appendix A – Subject Map  
Appendix B – Ortho Map  
Appendix C – Site Plan with requested variances



Scale: 1:1,500

## Legend

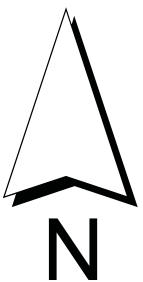
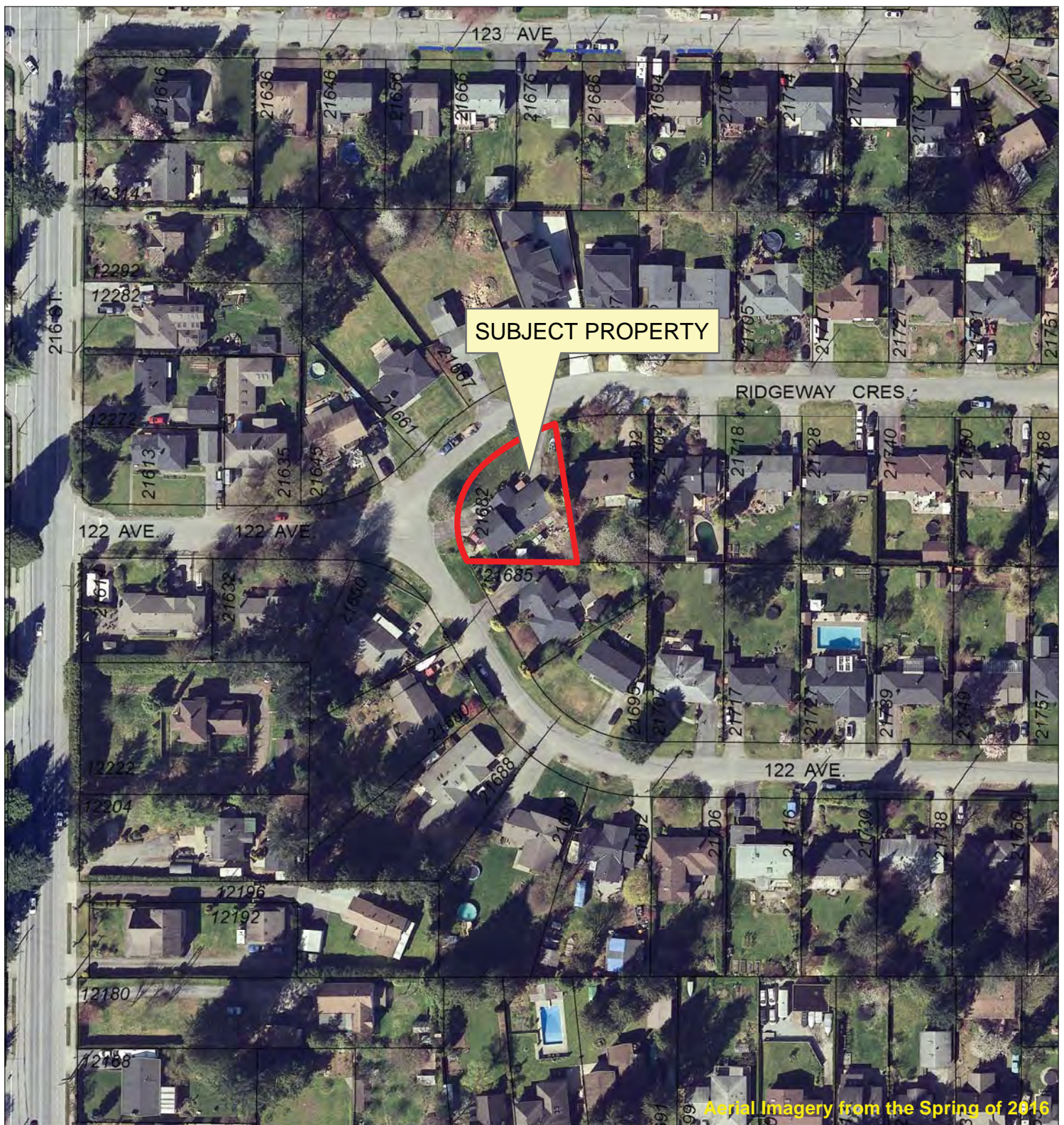
- Stream
- Indefinite Creek
- River
- Major Rivers & Lakes

21682 Ridgeway Cres.







2017-054-VP  
DATE: Feb 28, 2017

BY: JV



Scale: 1:1,500

## Legend

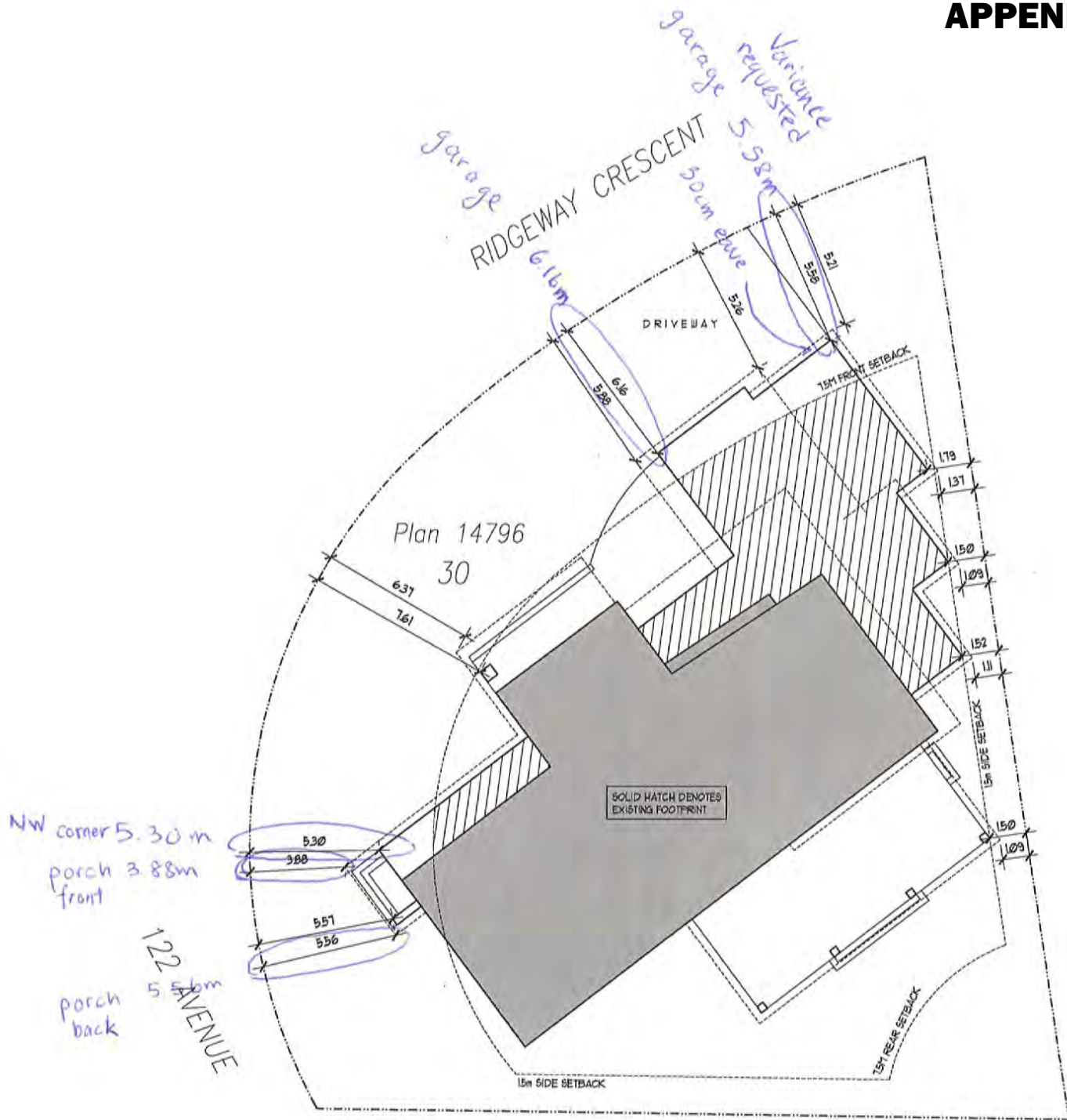
-  Stream
-  Indefinite Creek
-  River
-  Major Rivers & Lakes

21682 Ridgeway Cres.



2017-054-VP  
DATE: Feb 28, 2017

BY: JV



LOT SIZE	948.63 SQ. M.
EXISTING FOOTPRINT	181.79 SQ. M.
NEW FOOTPRINT, HOUSE ONLY	231.76 SQ. M.
NEW FOOTPRINT, GARAGE + STORAGE	612.4 SQ. M.
TOTAL LOT COVERAGE OF PROPOSED FOOTPRINT	304.12 SQ. M. (32%)

## SITE PLAN

SCALE: 1:150





## City of Maple Ridge

<b>TO:</b>	Her Worship Mayor Nicole Read and Members of Council	<b>MEETING DATE:</b>	June 13, 2017
<b>FROM:</b>	Chief Administrative Officer	<b>FILE NO:</b>	2017-135-DVP
		<b>MEETING:</b>	Council
<b>SUBJECT:</b>	<b>Development Variance Permit 8 - 23100 129 Avenue</b>		

---

### EXECUTIVE SUMMARY:

Development Variance Permit application 2017-135-DVP has been received to vary the sideyard setback for a Single Family dwelling in the RG-2 (Sururban Residential Strata Zone), to allow for a kitchen extension. The requested variance is to:

1. Reduce the minimum setback to the interior side property line from 8m to 4.8m

It is recommended that Development Variance Permit 2017-135-DVP be approved.

### RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2017-135-DVP respecting property located at 8 - 23100 129 Avenue.

### DISCUSSION:

#### a) Background Context

Applicant:	Karen Rogers		
Legal Description:	Lot 8, Section 29, Township 12, New Westminster District Plan NWS2746		
OCP :			
Existing:	ESTRES (Estate Suburban Residential)		
Zoning:			
Existing:	RG-2 (Suburban Residential Strata Zone)		
Surrounding Uses:			
North:	Use:	Residential	
	Zone:	RG-2 (Suburban Residential Strata Zone)	
	Designation:	Estate Suburban Residential	
South:	Use:	Residential	
	Zone:	RS-3 (One Family Rural Residential)	
	Designation:	Estate Suburban Residential	
East:	Use:	Residential	
	Zone:	RG-2 (Suburban Residential Strata Zone)	
	Designation:	Estate Suburban Residential	

West:	Use:	Residential
	Zone:	RG-2 (Suburban Residential Strata Zone)
	Designation:	Estate Suburban Residential
Existing Use of Property:		Residential use on bare land strata lot
Site Area:		1720 m2
Access:		strata road, access from 129 Ave

**b) Project Description:**

Development Variance Permit application 2017-135-DVP has been received to seek approval to vary the interior side yard setback in order to permit a proposed kitchen extension (see Appendix A). The requested variance is to reduce the minimum setback to the interior side property line from 8m to 4.8m. The proposed kitchen extension will be an addition to the back of the house of approximately 22.9 m2 (247sq.ft).

**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 (see Appendices B and C):

1. *Maple Ridge Zoning Bylaw No 3510 -1985*, Part 6, Section 610 (RG-2 Suburban Residential Strata Zone), F.1.(b): To reduce the interior side lot line siting requirement from 8m to 4.8m.

The proposed variance is supported because the kitchen extension will be adjacent to the rear yard of the neighbouring home, and is not anticipated to negatively impact the privacy of the neighbours. The variance is furthermore consistent to site specific amendments that were approved for recent similar Bare Land Strata developments like Bosonworth, for minimum setbacks for each strata lot created, where the interior side lot line is required to be 1.8m. Even though they are site specific amendments, the requirements can be considered as an update on the intended use and siting of bare land strata lots. The subject variance request is in compliance with this intend and therefore supportable.

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:**

It is therefore recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2017-135-DVP.

"Original signed by Therese Melser"

---

**Prepared by:** Therese Melser  
Planning Technician

"Original signed by Christine Carter"

---

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

"Original signed by David Pollock" for

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

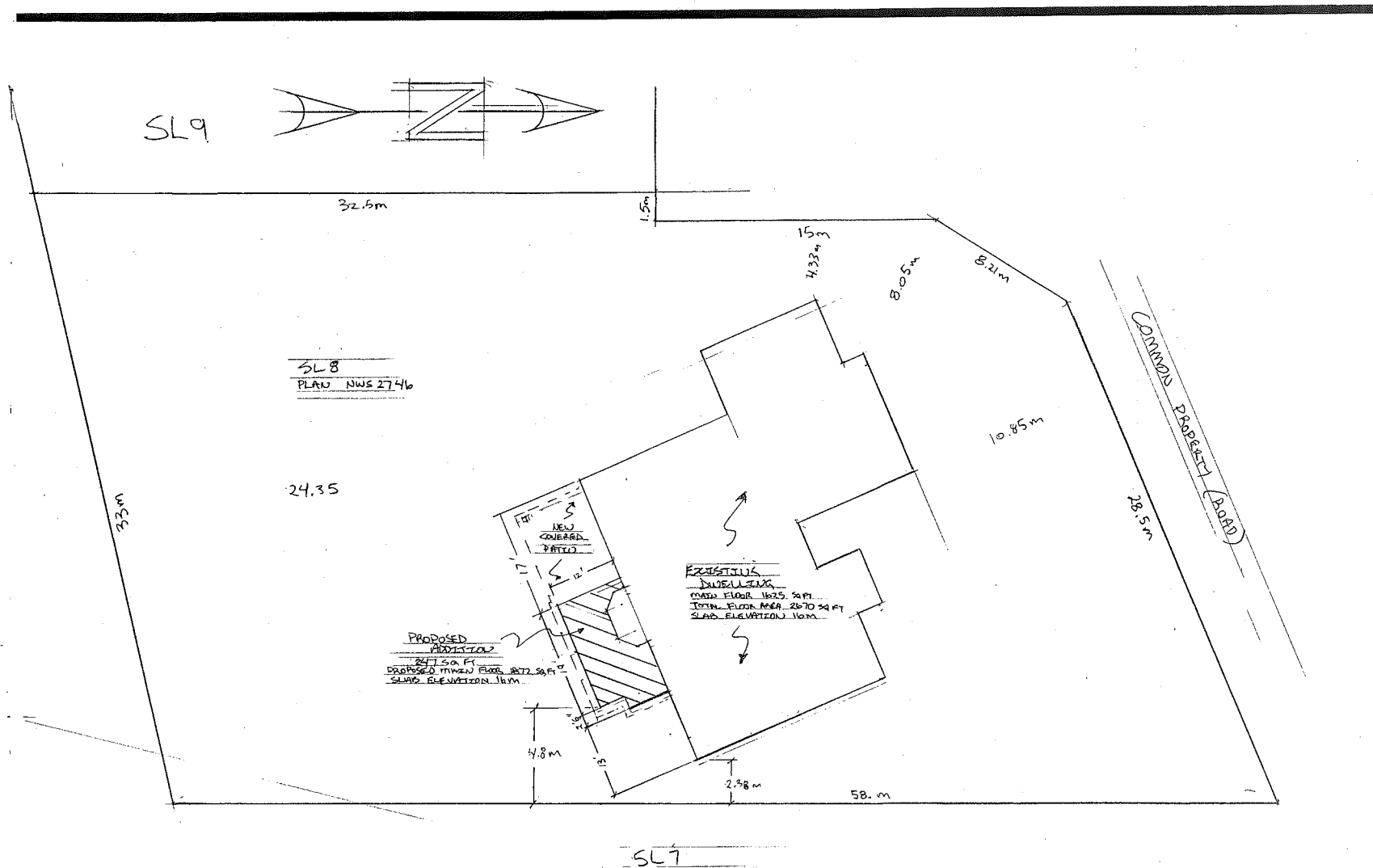
"Original signed by E.C. Swabey"

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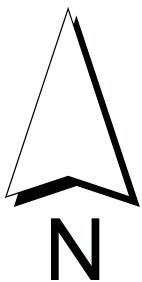
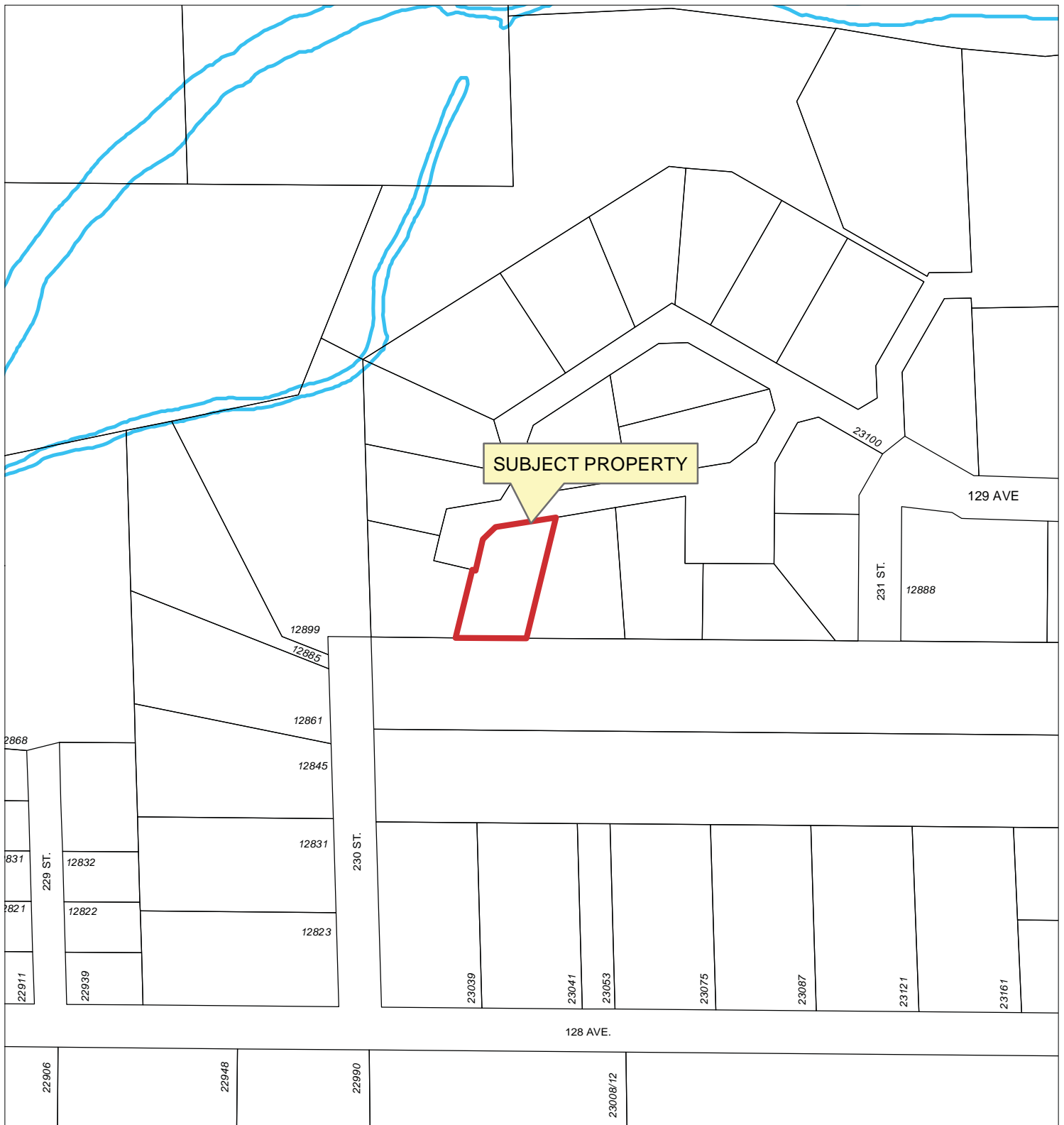
**Concurrence:** E.C. Swabey  
Chief Administrative Officer

The following appendices are attached hereto:

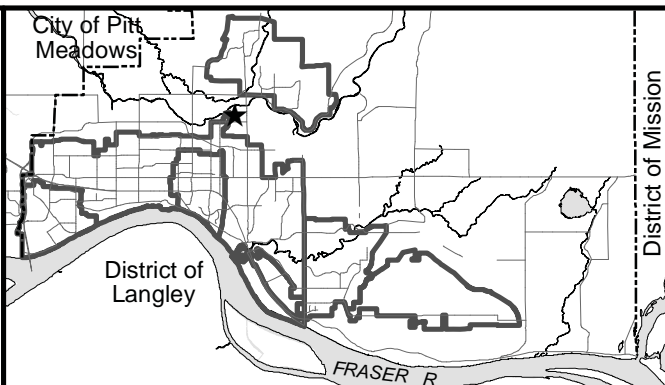
Appendix A – Site Plan  
Appendix B – Subject Map  
Appendix C - Ortho Map



PROPOSED ADDITION	SCALE 1/4" = 1'	CURR. ADDRESS #8-23100 129 AVE MAPLE RIDGE BC	LEGAL SL 8 SEC. 19 TP. 12 R. NWD STRATA PLAN NW 2746	Tuscan Homes Inc. GERRY POOLE 12240-270 STREET MAPLE RIDGE BC	OWNERS KRAEU/PAUL KROGGS/SOJET	ADDRESS #8-23100 129 AVE MAPLE RIDGE BC	1/6
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Scale: 1:2,500



#8 - 23100 129 AVENUE

PLANNING DEPARTMENT



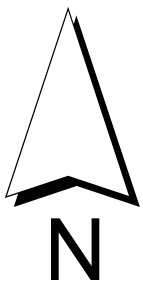
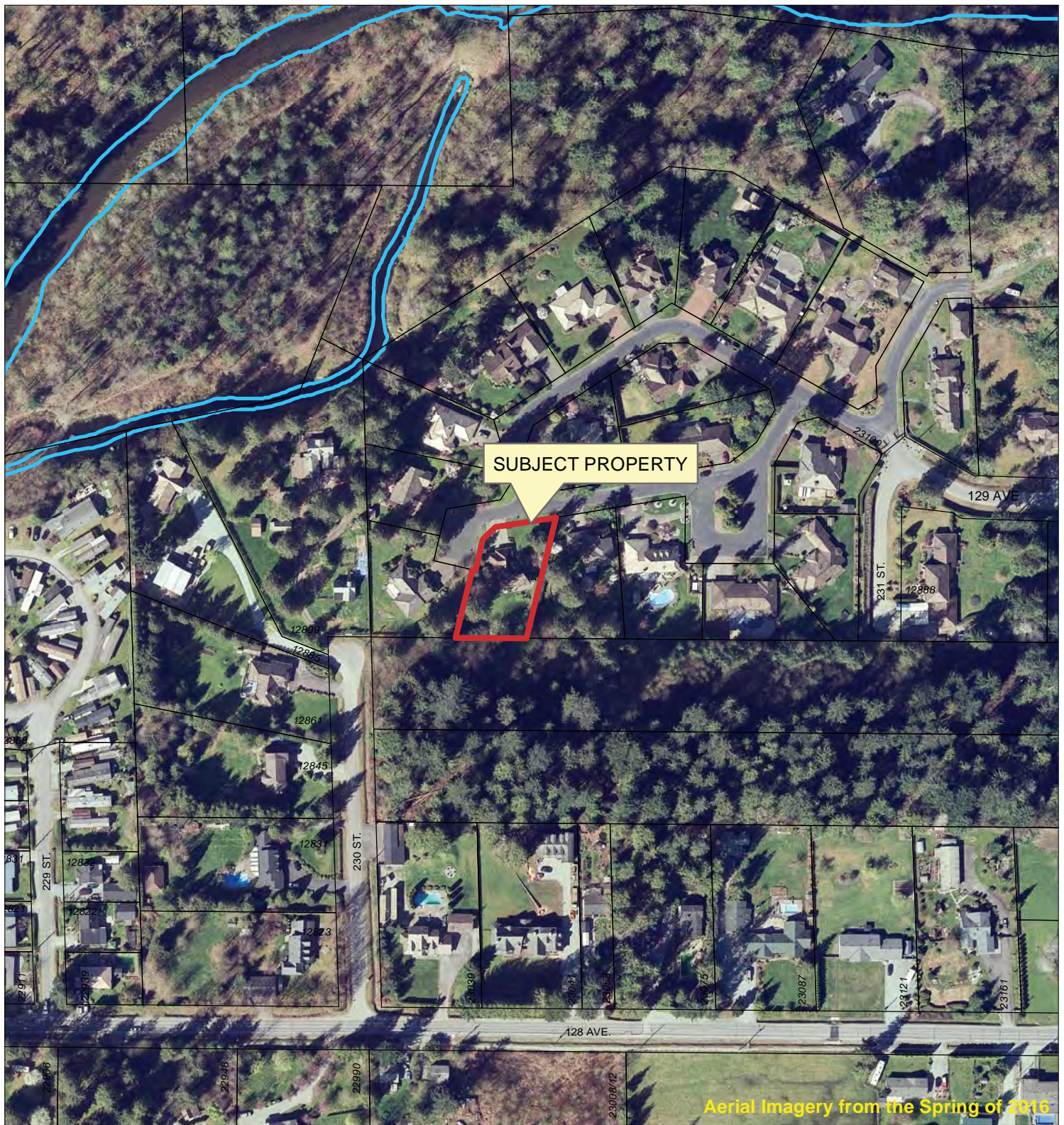
[mapleridge.ca](http://mapleridge.ca)

FILE: 2017-135-VP

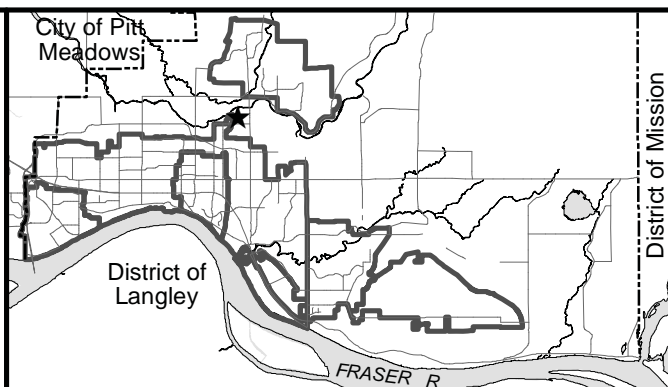
DATE: Apr 7, 2017

BY: PC

## APPENDIX C



Scale: 1:2,500



#8 - 23100 129 AVENUE

PLANNING DEPARTMENT



FILE: 2017-135-VP  
DATE: Apr 7, 2017

BY: PC

## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Fraser Sewerage Area Inclusion – 12224 240 Street

**MEETING DATE:** June 13, 2017  
**FILE NO:** 11-5340-01  
**MEETING:** Council

---

### EXECUTIVE SUMMARY:

Meadowridge School (the Property), located at 12224 240 Street, is a private school that offers an International Baccalaureate program to students in Junior Kindergarten through to Grade 12. They are looking to expand the number of students from 560 to 800 and have previously received support for the proposed Campus Master Plan (Plan) from the City of Maple Ridge (City) and the Agricultural Land Commission (ALC).

The Plan proposes the construction of additional facilities including 10 new classrooms, great hall and auxiliary buildings. To service the Plan, extension of the on-site sanitary services is required. Under the Metro Vancouver regulations, any extension or amendment of sanitary servicing (including on-site changes in use or capacity) to properties outside of the Metro Vancouver Urban Containment Boundary (UCB) requires an amendment to the Metro Vancouver Fraser Sewerage Area (FSA) and approval of the Metro Vancouver Board. Applications for FSA amendments require a Municipal Council resolution to amend the FSA prior to consideration by Metro Vancouver's Waste Committee and Board.

The Property is located within the Agricultural Land Reserve (ALR), designated agricultural under the Metro Vancouver Regional Growth Strategy (RGS) and currently zoned P-1 (Park and School). As the Property is not within the UCB, the FSA amendment application shall be in accordance with the Metro Vancouver Implementation Guideline #7.

The Property is currently partially included in the FSA and the existing buildings on-site are serviced with municipal sanitary services. The additional facilities do not represent a significant change in the sanitary capacity requirement and do not increase the pressure to provide sanitary services for development properties outside of the UCB and as such the FSA amendment can be supported under Section 2.3.2 of Guideline #7.

It is recommended that Council support the resolution to request a FSA amendment to service the additional facilities proposed for the Property identified in the Plan.

### RECOMMENDATION:

**THAT the request to amend the Fraser Sewerage Area to include the proposed building footprints on Meadowridge School at 12224 240 Street be supported and forwarded to the GVS&DD Board of Directors for inclusion into the Fraser Sewerage Area.**

## DISCUSSION:

### a) Background Context:

Meadowridge School (the Property), located at 12224 240 Street, is a private school that offers an International Baccalaureate program to students in Junior Kindergarten through to Grade 12. They are looking to expand the number of students from 560 to 800 and have previously received support for the proposed Plan identified in Figure 1 from the City and the ALC.

The Plan proposes the construction of additional facilities including 10 new classrooms, great hall and auxiliary buildings. To service the Plan it is necessary to extend only the on-site sanitary services, but no municipal extension is required. Under the Metro Vancouver regulations, any extension of sanitary servicing (including on-site changes in use or capacity) to properties outside of the Metro Vancouver Urban Containment Boundary (UCB) requires an amendment to the FSA and approval of the Metro Vancouver Board. Applications for FSA amendments require a Municipal Council resolution to expand the FSA prior for consideration by Metro Vancouver's Waste Committee and Board.

The proposed Plan will be phased as the student population and programs grow, however the applicant has requested the FSA amendments for each phase be incorporated as a single application as shown on the attached map. The first phase includes a 10 classroom addition to begin construction within the next year estimated to be completed in 2019. The second phase is the addition of a Great Hall, to encompass a new cafeteria, specialty classrooms and likely a small theatre. The third phase of the Plan is a double gymnasium, to be built off the existing gym and to service the playing field. The timing of the second and third phases will be dependent upon future enrollment and fundraising over the next 10 years.

As the Property is outside of the UCB, inclusion into the FSA must be requested to the GVS&DD Board by a Council resolution. Amendments to the FSA in the rural and agricultural designated lands will only be considered by the GVS&DD if a sanitary sewer is needed to address a public health issue, protect the region's natural assets, service agriculture or agri-industry or meets the requirements outlined in Metro Vancouver's Guideline #7.

Upon completion of the proposed Plan, a minimal amount of additional sanitary sewer capacity will be generated and the sewer connection will be constructed to the minimum municipal standard required to service the proposed demand.

Based upon the City's Sanitary Master Plan, the existing municipal sanitary sewer system has capacity for the proposed Plan. System upgrades have been identified through servicing studies and included in the City's Development Cost Charge (DCC) program. These upgrades are constructed on an as needed basis through development. City staff is not aware of any current system restriction that would require immediate upgrades as a result of proposed subdivision, and the applicant has submitted calculations confirming capacity.

Under Guideline #7, the proposed Plan has limited further development potential and provides no significant impact. A portion of the Property is currently included in the FSA and the existing buildings on-site discharge into a municipal sanitary service. The additional facilities do not represent a significant change in the on-site servicing capacity. As no municipal extension of the sanitary sewer is required there is no additional pressure to provide sanitary services for development properties outside of the UCB.

It is recommended that Council support the resolution to request a FSA amendment to service the additional facilities proposed for the Property identified in the Campus Master Plan.

**b) Citizen/Customer Implications:**

Inclusion of the additional facilities identified in the Campus Master Plan into the FSA will support the plan to increase the school capacity from 560 to 800 students.

**c) Interdepartmental Implications:**

The inclusion of the Campus Master Plan in the FSA supports the requirements necessary to process building permit applications.

**d) Business Plan/Financial Implications:**

There will be no municipal infrastructure costs required to service the Campus Master Plan. The Metro Vancouver charges for the increased flow will be offset by the City utility charges.

**e) Policy Implications:**

Inclusion of the additional facilities identified in the Campus Master Plan is consistent with the applicable Metro Vancouver FSA policies.

**f) Alternatives:**

Not requesting inclusion in to the FSA from the GVS&DD would prevent the City from providing a municipal sanitary sewer. Septic systems would be required to service the future facilities identified in Phases 1 through 3 of the Campus Master Plan.

**CONCLUSIONS:**

This application to amend the FSA is consistent with Section 2.3.2 of Metro Vancouver's Guideline #7 for no significant impact, supports the Meadowridge Campus Master Plan, represents a minimal increase to the sanitary flows and does not result in any decrease in the service levels of the existing sanitary sewer system.

"Original signed by Stephen Judd"

Prepared by: **Stephen Judd, PEng.**  
**Manager of Infrastructure Development**

"Original signed by David Pollock"

Reviewed by: **David Pollock, PEng.**  
**Municipal Engineer**

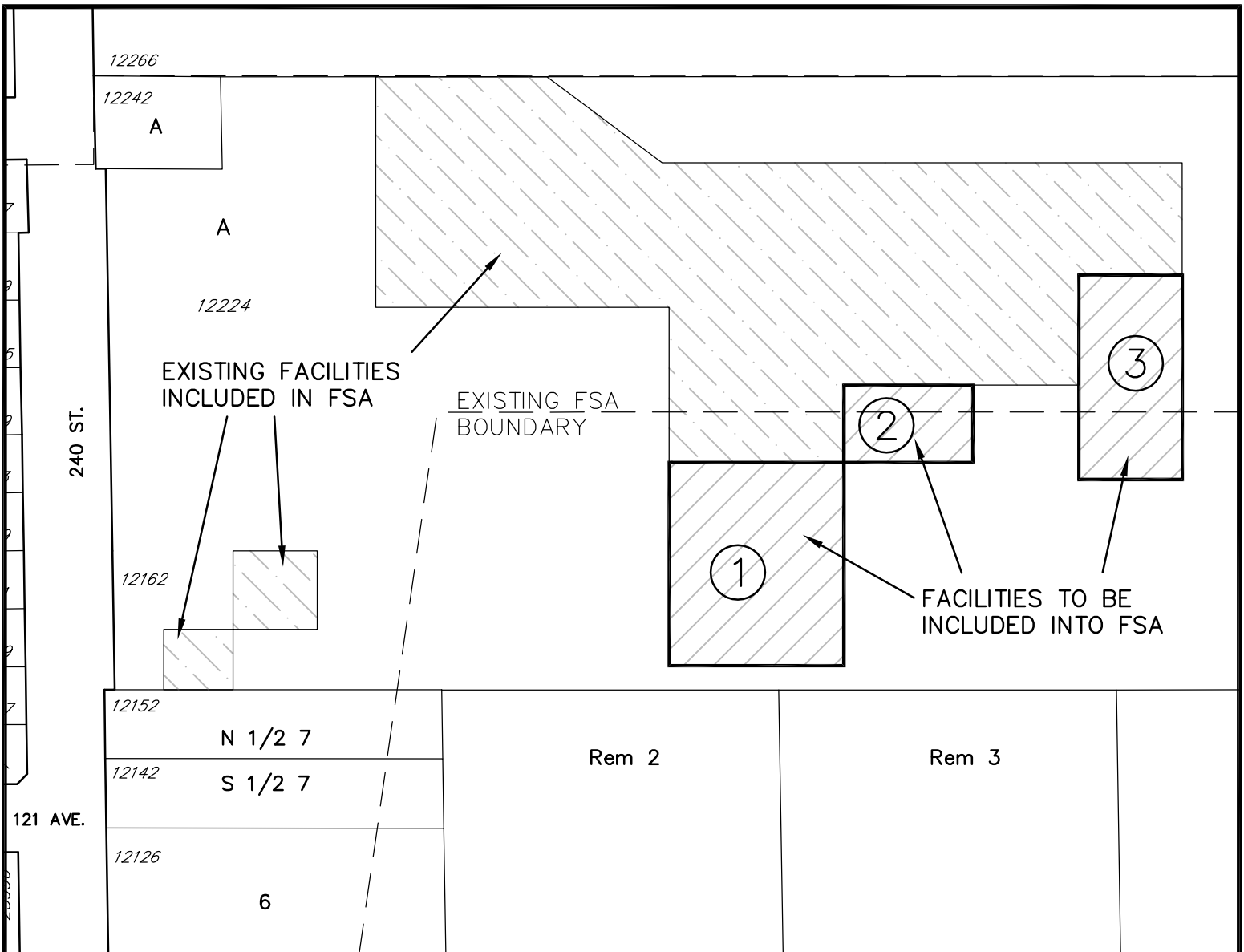
"Original signed by Christine Carter" for

Approved by: **Frank Quinn, MBA, PEng.**  
**General Manager: Public Works & Development Services**

"Original signed by E.C. Swabey"

Concurrence: **E.C. Swabey**  
**Chief Administrative Officer**





#### Technical and operational:

The existing facilities are included in the FSA and serviced with municipal sanitary sewer connection. The proposed Campus Master Plan will be serviced by an extension of the onsite sanitary connection. The inclusion of Phase 1 thru 3 This has "no significant impact" on the metro 2040 provisions.

#### Land use compliance:

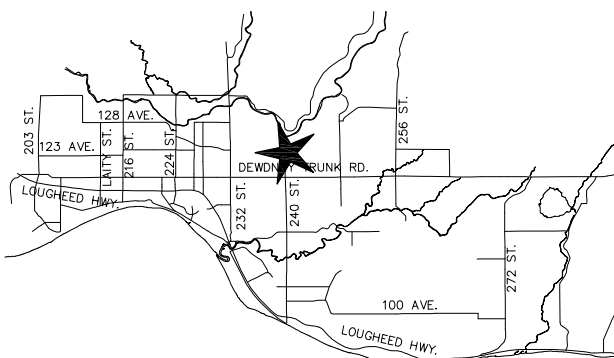
The subject property is designated agricultural in the Metro Vancouver 2040 and within the ALR. The current landuse is supported by the ALC and City P-1 zoning.

#### Service levels:

The existing property is partially included in the FSA and serviced by municipal sanitary sewer connection. The additional capacity required to service the Campus Master Plan can be accommodated by the City sewer system.

#### Local and community interests:

Meadowridge School offers an International Baccalaureate program to students in Junior Kindergarten through to Grade 12. The school has prepared a Campus Master Plan to expand the number of students from 560 to 800.



SCALE:  
N.T.S.



CITY OF MAPLE RIDGE  
ENGINEERING  
DEPARTMENT

APPLICATION FOR  
INCLUSION INTO FSA  
12224 240 STREET

DATE: JUNE 2017

FILE/DWG No 12224\_240St

## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Fraser Sewerage Area Inclusion - 12248 244 Street

**MEETING DATE:** June 13, 2017  
**FILE NO:** 11-5340-01  
**MEETING:** Council

---

### EXECUTIVE SUMMARY;

The property at 12248 244 Street is under application for a building permit to construct a new single family dwelling and convert the existing home to a detached garden suite (DGS).

The property is partially included in the Fraser Sewerage Area (FSA) and serviced with an existing municipal sanitary service connection. To service the proposed house the existing municipal service connection will be shared with the existing house and the onsite sanitary service extended. Servicing will not require extension of the municipal sanitary sewer main.

Under the Metro Vancouver regulations, any extension or amendment of sanitary servicing (including on-site changes in use or capacity) to properties outside of the Metro Vancouver Urban Containment Boundary (UCB) requires an amendment to the Metro Vancouver Fraser Sewerage Area (FSA) and approval of the Metro Vancouver Board. Applications for FSA amendments require a Municipal Council resolution to amend the FSA prior to consideration by Metro Vancouver's Waste Committee Board.

The Property is located within the Agricultural Land Reserve (ALR), designated agricultural under the Metro Vancouver Regional Growth Strategy (RGS), designated agricultural in the OCP, and currently zoned RS-3 (Rural Residential). As the Property is not within the UCB, the FSA amendment application shall be in accordance with the Metro Vancouver Implementation Guideline #7.

The Property is currently partially included in the FSA and the existing buildings on-site are serviced with municipal sanitary services. The additional house does not represent a significant change in the sanitary capacity requirement and does not increase the pressure to provide sanitary services for development properties outside of the UCB and as such the FSA amendment can be supported under Section 2.3.2 of Guideline #7.

It is recommended that Council support the resolution to request a FSA amendment to service the additional structure proposed for the property.

### RECOMMENDATION:

**THAT the request to amend the Fraser Sewerage Area to include the proposed building footprint on 12248 244 Street be supported and forwarded to the GVS&DD Board of Directors for inclusion into the Fraser Sewerage Area.**

## **DISCUSSION:**

### **a) Background Context:**

12248 244 Street (the Property) is under application for a building permit to construct a single family dwelling and convert the existing home to a detached garden suite (DGS). To service the proposed house the existing municipal service connection will be shared with the existing house and the onsite sanitary service extended. Servicing will not require extension of the municipal sanitary sewer main.

The property is located outside of the Metro Vancouver urban containment boundary (UCB) and is designated agricultural in the Metro Vancouver 2040 plan. The property is partially included in the Fraser Sewerage Area (FSA) and serviced with an existing municipal sanitary service connection.

As the Property is outside of the UCB extension or amendment of sanitary servicing (including on-site changes in use or capacity) requires an amendment to the FSA and must be requested to the GVS&DD Board by a Council resolution. Amendments to the FSA in the rural and agricultural designated lands will only be considered by the GVS&DD if a sanitary sewer is needed to address a public health issue, protect the region's natural assets, service agriculture or agri-industry or meets the requirements outlined in Metro Vancouver's Guideline #7.

The City Sanitary Master Plan identifies the existing municipal sanitary sewer system has capacity for the proposed house and the City is not aware of any current system restriction that would require immediate upgrades as a result of proposed house. The property is currently partially included into the FSA and the existing house onsite is serviced with municipal sanitary services. The proposed house does not represent a significant change in the onsite servicing capacity and does not require an extension to the municipal sanitary sewer. Under Section 2.3.2 of Guideline #7 the proposed plan has no significant impact.

It is recommended that Council support the resolution to request a FSA amendment to service the proposed house.

### **b) Desired Outcome:**

To amend the FSA boundary to include the footprint of the proposed single family dwelling located at 12248 244 Street and utilize the existing service connection. The service connection must be sized to accommodate a capacity no greater than necessary to service the existing structure and within the allocated footprint.

### **c) Citizen/Customer Implications:**

The inclusion of the footprint for the new proposed dwelling will provide the property owner with a service connection as opposed to a septic field.

### **d) Alternatives:**

Not requesting inclusion in the FSA would prevent the applicant from utilizing an existing service connection to the property and require construction of a septic field between the existing structure and the proposed dwelling.

## CONCLUSIONS:

This application to amend the FSA is consistent with Section 2.3.2 of Metro Vancouver's Guideline #7 for no significant impact, represents a minimal increase to the sanitary flows and does not result in any decrease in the service levels of the existing sanitary sewer system.

"Original signed by Stephen Judd"

*Submitted by:* **Stephen Judd, PEng.**  
**Manager of Infrastructure Development**

"Original signed by David Pollock"

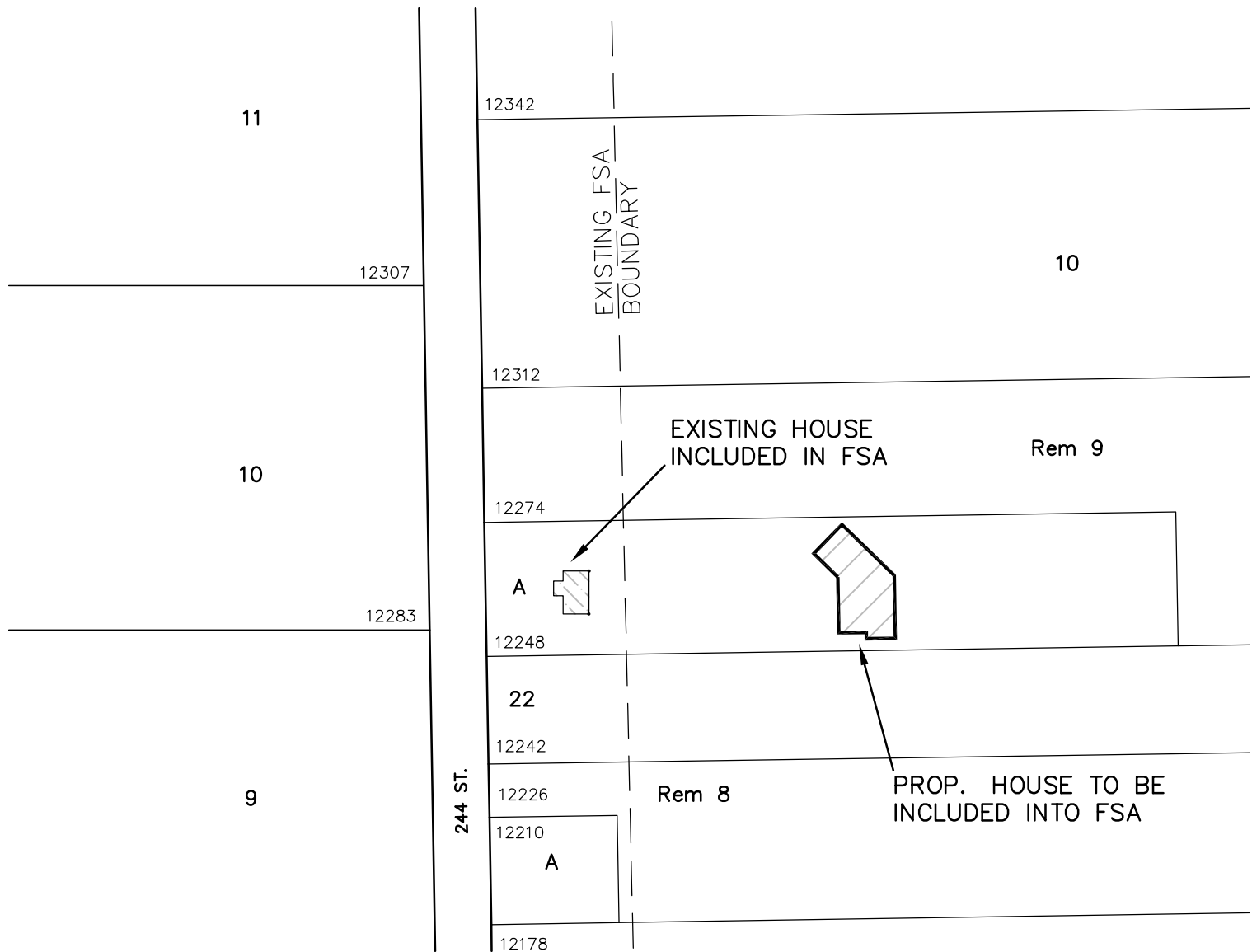
*Reviewed by:* **David Pollock, PEng.**  
**Municipal Engineer**

"Original signed by Christine Carter" for

*Approved by:* **Frank Quinn, MBA, PEng.**  
**General Manager: Public Works & Development Services**

"Original signed by E.C. Swabey"

*Concurrence:* **E.C. Swabey**  
**Chief Administrative Officer**



#### Technical and operational:

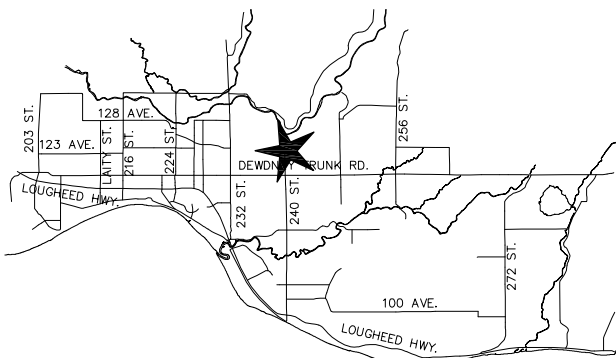
The existing house is included in the FSA and serviced with municipal sanitary sewer connection. The proposed house will be serviced by an extension of the onsite sanitary connection. The inclusion of the proposed house has "no significant impact" on the metro 2040 provisions.

#### Service levels:

The existing property is partially included in the FSA and serviced by municipal sanitary sewer connection. The additional capacity required to service the proposed house can be accommodated by the City sewer system.

#### Land use compliance:

The subject property is designated agricultural in the Metro Vancouver 2040 and within the ALR. The property is currently zoned RS-3.



SCALE:  
N.T.S.



CITY OF MAPLE RIDGE  
ENGINEERING  
DEPARTMENT

APPLICATION FOR  
INCLUSION INTO FSA  
12248 244 STREET

DATE: JUNE 2017

FILE/DWG No 12248\_244

## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Award of Contract RFP-EN17-27:  
Engineering Design Services for South Slope Forcemain Upsizing and Pump  
Station Modifications

**MEETING DATE:** June 13, 2017  
**FILE NO:** 11-5255-50-096  
**MEETING:** Council

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### EXECUTIVE SUMMARY:

The 225 Street Sewage Pump Station is located at the intersection of 225 Street and the Haney Bypass and it conveys sewage via the existing South Slope Forcemain west along River Road to Best Street where it discharges into a Greater Vancouver Sewerage and Drainage District trunk sewer. To meet the long-term needs of the City, both the pump station and forcemain need to be upgraded to reliably convey increasing sewer flows.

The existing forcemain conveys sewage from the pump station along River Road from 225 Street to Best Street. The existing forcemain is located within the Fraser River Escarpment and the intent is to re-route the new south slope forcemain north of the existing escarpment setback areas. In March 2017, the City received \$998,905 from the Province for the 225 Street pump station and forcemain upgrade under the Clean Water and Wastewater Fund and the Province requires that the funding be spent by March 31, 2018. The bulk of the grant will be spent on new sewage pumps but a portion was allocated for design that will reduce the reliance on the Sewer Utility Fund in the Financial Plan.

The City requires the services of a qualified engineering firm to prepare the preliminary and detailed designs, prepare tender documents and provide construction services for the project. A Request for Proposal (RFP) for Engineering Design Services was issued in April 2017 for the preliminary and detailed design of South Slope Forcemain Upsizing as well as upgrades to the 225 Street Sewage Pump Station. The scope of services includes civil, mechanical, electrical, structural, geotechnical, archaeological, environmental and construction support services.

An Invitation to Tender for the first phase of construction (from the pump station to the intersection of Carshill and Lougheed Highway) of the South Slope Forcemain replacement will be issued in December 2017 which will allow for construction by mid-July 2018. This schedule is in accordance with the City's 2017-2021 Capital Program and fits well with the Ministry of Transportation and Infrastructure (MoTI) plans to reconstruct the Haney Bypass at 222 Street and the intersection at Callaghan Avenue. Invitations to tender for the remaining phases are planned for 2018 and 2019.

Following a detailed evaluation of the proposals submitted, it is recommended that the Engineering Design Services for South Slope Forcemain Upsizing and Pump Station Modifications be awarded to Associated Engineering (B.C.) Ltd. (AE) and a Client/Consultant Agreement be executed for the amount of \$534,853.00 excluding taxes. This report also recommends that a \$55,000 contingency be established for unanticipated additional work items. The overall multi-year project is largely funded through the Sewer Utility Fund with the balance from Development Cost Charges (DCCs) and Clean Water and Wastewater Fund grant. The 2017 Financial Plan has \$400,000 for this work, however with MoTI reconstruction of the Haney Bypass, and the requirement to spend the monies before March 2018. The City has had to accelerate the project schedule and amend the Financial Plan for the shortfall to bring forward funding from 2018.

## **RECOMMENDATION:**

**THAT Contract RFP-EN17-27: Engineering Design Services for South Slope Forcemain Upsizing and Pump Station Modifications, be awarded to Associated Engineering (B.C.) Ltd. in the amount of \$534,853.00 excluding taxes; and**

**THAT a contingency of \$55,000.00 for unanticipated additional work items be approved; and**

**THAT the Financial Plan be amended to advance funds from 2018 (LTC 2737.3) to increase the project budget by \$189,853.00; and further**

**THAT the Corporate Officer be authorized to execute the Client/Consultant Agreement.**

## **DISCUSSION:**

### **a) Background Context:**

The 225 Street Sewage Pump Station is located at the intersection of 225 Street and the Haney Bypass and it conveys sewage via the existing South Slope Forcemain west along River Road to Best Street where it discharges into a Greater Vancouver Sewerage and Drainage District trunk sewer. To meet the long-term needs of the City, both the pump station and forcemain need to be upgraded to reliably convey increasing sewer flows from the service area east of 225 Street.

The existing forcemain is located within the Fraser River Escarpment and the intent is to re-route the new south slope forcemain north of the existing setback areas. The City plans to keep the existing forcemain as back up and to allow for additional capacity should it be required in the future. In March 2017, the City received \$998,905 from the Province for this project which has to be spent by March 31, 2018.

The City requires the services of a qualified engineering firm to prepare the preliminary and detailed designs, prepare tender documents and provide construction services for the project. A Request for Proposal (RFP) for Engineering Design Services was issued for the preliminary and detailed design of South Slope Forcemain Upsizing as well as upgrades to the 225 Street Sewage Pump Station. The scope of services includes civil, mechanical, electrical, structural, geotechnical, archaeological, environmental and construction support services.

An Invitation to Tender for the construction of the first phase (from the pump station to the intersection of Carshill and Lougheed Highway) of the South Slope Forcemain replacement is being accelerated and will be issued in December 2017 which will allow for construction by mid-July 2018. This schedule is in accordance with the City's 2017-2021 Capital Program and fits well with the Ministry of Transportation and Infrastructure (MoTI) plans to reconstruct the Haney Bypass at 222 Street and upgrade the intersection at Callaghan Avenue.

Following a detailed evaluation of the proposals submitted, it is recommended that the Engineering Design Services for South Slope Forcemain Upsizing and Pump Station Modifications be awarded to Associated Engineering (B.C.) Ltd. (AE) and a Client/Consultant Agreement be executed for the amount of \$534,853.00 excluding taxes. This report also recommends that a \$55,000 contingency be established for unanticipated additional work items. The overall multi-year project is largely funded through the Sewer Utility Fund with the balance from Development Cost Charges (DCCs).

## **RFP Process and Evaluation**

The RFP was issued to the five Engineering Consulting Firms from the City's pre-qualified list on April 3, 2017, and closed on May 4, 2017.

The two proposals received were evaluated by a technical evaluation panel in accordance with evaluation criteria provided in the RFP to the proponents. After detailed analysis, the evaluation team concluded that AE submitted the highest rated and most technically sound proposal. When all criteria were accounted for (cost, scope, time), AE's proposal provides the best value to the City. The average of the proposals submitted was \$569,541.00 with the highest being \$604,229.00.

### **b) Desired Outcome:**

The desired outcome of this report is to obtain Council approval to proceed with the award of the contract to AE for the engineering design services and establish monies for project contingencies.

### **c) Strategic Alignment:**

The Corporate Strategic Plan provides direction to manage municipal infrastructure under various initiatives such as the Master Sewer Plan, the Development Cost Charge (DCC) Bylaw and Smart Managed Growth. Increasing forcemain size and providing pump station upgrades to the 225 Street Pump Station is in line with the Corporate Strategic Plan.

### **d) Citizen/Customer Implications:**

The design process will include a public consultation process to obtain feedback from all stakeholders and to mitigate concerns, especially where the new alignment traverses through local streets. As well, consultation and approval from MoTI is required.

### **e) Interdepartmental Implications:**

Operations staff will be consulted during the preliminary and detailed design process to provide input for the design.

### **f) Business Plan/Financial Implications:**

The South Slope Forcemain Upsizing and Pump Station Modifications project is in the 2017 Capital Plan labelled as 225 Street Forcemain and Pump Station Upgrade. The 2017 approved budget of \$400,000.00 is to complete the design of the first phase of the forcemain. The project is funded from a combination of Grant Funding and Development Cost Charges and the Sewer Utility over multiple years (2017-2020).

The revised project engineering cost is \$589,853.00 for 2017 (as per this report) which includes a contingency of \$55,000. The project, specifically the design and sizing of the new pumps, has been accelerated to meet the requirements from the Province to spend the monies before March 2018. The project costs and funding breakdown is as follows:

### Project Costs

Project Management	\$ 27,290.00
Preliminary Design	\$ 281,368.00
Detailed Design	\$ 178,616.00
Tender Preparation	\$ 19,495.00
Post Construction Services	\$ 28,084.00
Contract Contingency	\$ <u>55,000.00</u>
<b>Grand Total</b>	<b>\$ 589,853.00</b>

### Existing & Proposed Funding Sources from 2018

2017 Development Cost Charges (DCC)	\$ 88,000.00
Grant Funding (CWWWF)	\$ 190,485.00
Sewer Utility Fund (SCF)	\$ 121,550.00
*Proposed DCC Funding (LTC 2737.3)	\$ 41,768.00
*Proposed SCF Funding (LTC 2737.3)	\$ <u>148,085.00</u>
<b>Grand Total</b>	<b>\$ 589,853.00</b>

\*This funding is being brought forward from 2018

The overall project is largely funded by the Sewer Utility Capital Fund and Grant Funding over multiple years with the balance funded through Development Cost Charges. The project expenditures include a project contingency that will only be utilized if required to address unforeseen issues throughout design. The construction services budget will be reviewed at the time of the Invitation to Tender awards.

Several years ago this project was included in the Capital Program and the Financial Plan Bylaw. Sewer Utility and Development Cost Charges were identified as the most suitable funding source for this project. This project is included in the DCC Program and funding will be updated as per the DCC Imposition Bylaw amendment, currently underway.

### **CONCLUSIONS:**

Associated Engineering (B.C.) Ltd. has submitted the highest rated proposal for the South Slope Forcemain Upsizing and Pump Station Modifications and provides the best value to the City. This report recommends approval to award the design services assignment to Associated Engineering (B.C.) Ltd. In addition it is recommended a contingency be established for unanticipated additional works.

"Original signed by Jeff Boehmer"

Prepared by: **Jeff Boehmer, PEng.**  
**Manager of Design & Construction**

"Original signed by Trevor Thompson"

Financial **Trevor Thompson, BBA, CPA, CGA**  
Concurrence: **Manager of Financial Planning**

"Original signed by David Pollock"

Reviewed by: **David Pollock, PEng.**  
**Municipal Engineer**

"Original signed by Christine Carter" for

Approved by: **Frank Quinn, MBA, PEng.**  
**General Manager: Public Works & Development Services**

"Original signed by E.C. Swabey"

Concurrence: **E.C. Swabey**  
**Chief Administrative Officer**

## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Funding Strategy for Leisure Centre Renovations, Synthetic Sports Fields and the Albion Community Centre

**MEETING DATE:** June 13, 2017  
**FILE NO:**  
**MEETING:** Council

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### EXECUTIVE SUMMARY:

Council has had several discussions around three community projects, namely:

- i) Leisure Centre Renovations
- ii) Synthetic Sports Fields and
- iii) The Albion Community Hall

This report provides a fund strategy for these projects.

#### Leisure Centre Renovations

The Leisure Centre Renovations design contract was recently approved by Council and due to scope changes and the time that has lapsed since the original cost estimates were prepared, the budget of \$5.5 million will need to be increased. The original budget includes existing building infrastructure funds and funding from the Capital Works Reserve that would be paid back in just over four years through future building infrastructure funding.

Since the budget was last updated, an additional \$800,000 is available in infrastructure funding. As well, the Capital Works Reserve can provide an additional \$1.2 million towards this project. The payback period from future infrastructure collections would be extended from just over 4 years to 6.

The strategy noted above can increase the Leisure Centre Renovations budget from \$5.5 million to \$7.5 million.

#### Sports Fields and Albion Community Hall

Council recently received presentations on new synthetic sports fields for the community. Two fields are included in the Financial Plan and another larger conversion for the Telosky Fields is being explored. The existing budget is largely funded through the Capital Works Reserve but the Capital Works Reserve does not have the capacity to fund the Telosky Fields. The budget also includes a grant of \$500,000 which may not be transferable to the new locations.

The estimated cost of the project at Telosky is in the \$8-10 million range and is not in the current financial plan. Further, the synthetic turf has a life span of about 10 years so timely replacement will have to be provided for. Funding options for this type of project are limited as synthetic sports fields are not a permitted use of Development Cost Charges. This means that options such as borrowing or use of existing reserves, or a combination of the two need to be considered.

The Albion Community Centre project is proceeding with approval for the design work contract being brought forward for Council's consideration following this report. This project, with an estimated cost of \$10 million, is also not included in the Financial Plan. Once constructed, there will also be operating costs that will need to be provided for.

Together, these two projects require approximately \$20 million in capital funding. We can look to reserves and accumulated surplus, as itemized later in the report, for about \$11 million. By drawing down reserves and accumulated surplus, our financial flexibility to deal with other emerging issues will be extremely restricted however that is a decision for Council to make. We will need to borrow the remainder and this will require approval of the electors. To service the debt and to cover the operating costs, a total tax increase of 2% will be required and this could be phased in over 5 years (about 0.40% per year, accumulated). While future amenity contributions may assist in repaying the debt without the need for a tax increase, amenity contributions cannot be relied upon as their timing is uncertain.

If there is resolve to proceed with all three of these projects, then the financial plan should be amended and the borrowing process, which will require the assent of the elector, should begin.

#### **RECOMMENDATION:**

**That the Financial Plan be amended to include the Albion Community Centre and Synthetic Fields at Telosky, with funding as outlined in the June 13, 2017 staff report; and**

**That the Financial Planning Guidelines for 2018-2022 be amended to include an additional property tax increase of 0.4% for five years (compounded); and further**

**That assent of the elector be sought, using the alternative approval process, for borrowing up to \$10 million to assist with funding the Synthetic Fields at Telosky and the Albion Community Centre.**

#### **DISCUSSION**

##### **a) Background Context**

Council has had several discussions around three community projects that require a funding strategy. These include the Leisure Centre renovations, synthetic field conversions and the construction of the Albion Community Centre.

The Leisure Centre renovation project is now underway. At the June 6, 2017 Council meeting, Council approved the design works for the project. The scope of this project has expanded, as outlined in the February 20, 2017 report to Council, and the original budget estimates will need to be increased.

Council has also provided direction on additional sports fields. In the public consultation process that was just completed, the community rated additional sports fields as one of their top priorities. Through discussions with the School District, the following locations have been identified:

- Merkley Park - Estimated cost of \$2 million is included in the current financial plan.
- Golden Ears Elementary - Estimated cost of \$3 million can be funded by using the money that had been set aside for synthetic sports field improvements in Albion, though there is some uncertainty around the \$500,000 grant that was approved for Albion.
- Telosky Fields - The estimated cost of this project is in the \$8 - \$10 million range. No money is identified in the financial plan for this.

Local Governments have limited options for funding these sorts of projects. Synthetic sports fields are not a permitted use of Development Cost Charges. As a result, other options need to be considered, including the use of existing reserves, amenity charges, borrowing or tax increases.

The Albion Community Centre project has been progressing with coordinated efforts with the School District. The City has entered into a land purchase agreement with the School District and the results of an RFP for design of the Albion Community Centre will soon be considered by Council. This facility is expected to cost approximately \$10 million to construct.

The financial strategy discussed in the next section allows Council to proceed with all three of these projects so that they can be completed by in a timely manner.

#### **b) Business Plan/Financial Implications**

The following funding strategy can allow all three of these projects to move forward:

##### **Leisure Centre Renovations**

The original budget includes existing building infrastructure funds and funding from the Capital Works Reserve that would be paid back in just over four years through future building infrastructure funding.

Since the budget was last updated, an additional \$800,000 is available in infrastructure funding. As well, the Capital Works Reserve can provide an additional \$1.2 million towards this project. The payback period would be extended from just over 4 years to 6.

The additional reliance on the Capital Works Reserve requires the reserve parameters, with respect to a minimum balance of 10% of prior years' property taxes, be breached for a short period. The minimum reserve balance is to ensure capital funds are available in event we are impacted by an emergency.

The funding strategy noted above can increase the Leisure Centre Renovations budget to \$7.5 million though this amount will have to be refined once costs are known.

### **Telosky Fields Conversion and Albion Community Centre**

Together, these two projects require approximately \$20 million of capital funding. We can look to reserves and accumulated surplus for about \$11 million.

In May 2017, staff provided Council with a detailed presentation on our reserves. As was pointed out in that presentation, reserves are set up for specific purposes. Some of the reserves are statutory in nature and have restrictions as to their use while others offer more flexibility. Drawing down reserves and accumulated surplus, our financial flexibility to deal with other emerging issues will be extremely restricted however that is a decision for Council to make. If Council wants to use existing funds for this project, the following sources could be used:

General Revenue Accumulated Surplus	\$ 4,000,000
Community Amenity Charges	4,000,000
Albion Density Contributions	500,000
Gaming Revenues	1,000,000
Protective Services Reserve	<u>1,500,000</u>
	\$ 11, 000,000

A discussion of each of these elements follows:

**General Revenue Accumulated Surplus** - Our General Revenue Accumulated Surplus could be drawn down by \$4 million. The surplus would then be at the lowest level in nearly 10 years. When the old Albion Hall was turned over to the City, the market value (less site clearing costs) of just less than \$300,000 was committed to create a community gathering place in the Albion area. This balance is held as part of Accumulated Surplus so the \$4 million contribution is inclusive of this commitment.

**Community Amenity Charges** - Collections to date are around \$800,000 however there are a significant number of projects in progress. \$4 million in Community Amenity Charge collections could be directed towards this project.

**Gaming Revenues** - \$1 million in Gaming Revenues could be directed to this project

**Protective Services Reserve** - Recent RCMP wage announcements have been less than expected so we will not need to rely on this reserve to the extent that was originally thought. While there are a number of unresolved cost items related to the RCMP contract, we believe that \$1.5 million could be reallocated from this reserve.

This means that \$11 million could be allocated towards these projects from existing funding envelopes. While this may seem attractive, it is important to note that this will limit the capacity to pay for other projects.

### **Borrowing**

There are a number of advantages to borrowing. Interest rates are at historical lows so borrowing costs will be low. In addition, the sports fields will benefit future citizens so debt can be interpreted as a “user pay” system. This borrowing will require approval of the electors. To service the debt of about \$10 million over a 10 year term and to fund the annual operating costs, a total tax increase of 2% will be required and this could be phased in over 5 years (about 0.40% per year, accumulated).

Future amenity contribution collections may alleviate the need for tax increases however these are not a reliable source of debt repayment as their timing is uncertain.

## ALTERNATIVES

This report addresses three community projects however the list could be expanded or contracted. The amount to be borrowed could also be increased or decreased and this would impact the amortization period as well as the associated debt servicing requirements.

## CONCLUSION

Council has had several discussions around the three community projects discussed in this report. The recommendations outlined herein allow staff to proceed with these projects in a timely manner.

“Original signed by Trevor Thompson”

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*Prepared by:* Trevor Thompson BBA, CPA, CGA  
Manager of Financial Planning

“Original signed by Paul Gill”

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*Prepared by:* Catherine Nolan BBA, CPA, CGA  
Manager of Accounting

“Original signed by Paul Gill”

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*Approved by:* Paul Gill  
General Manager: Corporate and Financial Services

“Original signed by Kelly Swift”

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*Approved by:* Kelly Swift  
Parks, Recreation & Culture

“Original signed by Ted Swabey”

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*Concurrence:* **E.C. Swabey**  
**Chief Administrative Officer**

	2016	2015	2014	2013	2012
<b>ACCUMULATED SURPLUS (REVENUE FUNDS)</b>					
General Revenue	\$ 9,285,688	\$ 9,859,165	\$ 7,522,666	\$ 6,895,061	\$ 6,091,162
Sewer Revenue	8,144,538	6,413,897	4,662,448	3,183,533	3,139,776
Water Revenue	11,296,039	8,354,639	6,737,009	5,802,444	4,004,157
	28,726,265	24,627,701	18,922,123	15,881,038	13,235,095
<b>RESERVE FUNDS</b>					
Local Improvement	2,565,270	2,550,517	2,538,017	2,526,837	2,546,836
Equipment Replacement	15,143,197	13,093,289	11,986,081	11,248,713	10,201,905
Capital Works	10,727,978	11,623,295	11,405,241	11,483,128	11,534,975
Fire Department Capital Acquisition	8,404,264	7,054,422	5,585,277	5,059,939	3,837,795
Sanitary Sewer	1,636,239	1,614,769	1,591,334	1,566,114	1,549,532
Land	278,896	275,235	271,887	267,578	237,793
	38,755,844	36,211,527	33,377,837	32,152,309	29,908,836
<b>RESERVE ACCOUNTS</b>					
Specific projects - capital	8,327,760	6,143,821	4,583,648	5,021,293	3,940,405
Specific projects - operating	7,834,360	8,397,216	7,887,243	8,470,583	7,904,720
Self insurance	848,971	830,351	832,090	833,360	853,830
Police services	7,299,090	6,735,888	6,023,054	4,150,222	3,589,380
Core development	1,780,335	1,720,419	1,511,459	1,357,795	1,337,430
Recycling	2,148,985	1,513,787	1,179,983	1,310,331	1,519,591
Community development	-	1,349	1,330	1,308	1,296
Building inspections	3,119,544	2,494,848	1,951,137	1,621,941	1,604,768
Gravel extraction	762,288	727,831	661,008	618,532	487,715
Community Works (Gas Tax)	-	-	271,332	-	-
Facility maintenance	2,441,898	1,840,198	1,392,917	582,358	750,376
Snow removal	473,061	686,015	686,015	686,015	686,015
Cemetery maintenance	117,606	30,781	84,810	190,559	125,198
Infrastructure Sustainability (town centre bldgs)	373,206	329,415	223,188	135,028	104,860
Infrastructure Sustainability (road network)	1,673,167	1,710,679	1,527,202	848,329	1,013,438
Infrastructure Sustainability (drainage)	1,311,875	-	372,431	289,310	249,861
Drainage Improvements	807,108	1,522,548	491,678	150,000	
Critical infrastructure reserve	203,511	200,923	208,672	205,365	203,191
Infrastructure grants contribution	3,557	3,557	3,557	3,557	9,383
Gaming revenues	1,336,791	779,954	453,492	1,235,451	1,043,811
	40,863,113	35,669,580	30,346,246	27,711,337	25,425,268
<b>WATER AND SEWER RESERVE ACCOUNTS</b>					
Self Insurance - Sewer	141,377	134,873	128,373	121,873	115,373
Specific projects - Sewer	2,319,380	2,155,690	2,204,628	3,028,476	2,557,611
Self Insurance - Water	119,732	113,228	106,728	102,028	95,528
Specific projects - water	2,441,288	2,746,632	2,579,794	2,003,211	2,973,941
	5,021,777	5,150,423	5,019,523	5,255,588	5,742,453
<b>TOTAL RESERVES</b>	<b>\$ 84,640,734</b>	<b>\$ 77,031,530</b>	<b>\$ 68,743,606</b>	<b>\$ 65,119,234</b>	<b>\$ 61,076,557</b>
<b>TOTAL RESERVES AND REVENUE ACCUMULATED SURF</b>	<b>\$ 113,366,999</b>	<b>\$ 101,659,231</b>	<b>\$ 87,665,729</b>	<b>\$ 81,000,272</b>	<b>\$ 74,311,652</b>
<b>RESTRICTED REVENUES</b>					
Development cost charges	\$ 26,019,029	\$ 33,971,866	\$ 37,155,173	\$ 38,773,658	\$ 39,541,745
Parkland acquisition	412,029	1,203,400	1,028,090	764,167	559,473
Albion Amenities	278,568	211,160	-	-	-
Community Amenities	230,169				
Downtown parking facilities	327,128	310,717	291,467	286,849	166,770
Developer specified projects	6,134,991	5,988,904	5,720,704	5,325,301	5,089,215
	<b>\$ 33,401,914</b>	<b>\$ 41,686,047</b>	<b>\$ 44,195,434</b>	<b>\$ 45,149,975</b>	<b>\$ 45,357,203</b>

## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Albion Community Centre – Design Contract Award

**MEETING DATE:** June 13, 2017  
**FILE NO:**  
**MEETING:** Regular Council

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### EXECUTIVE SUMMARY:

Three submissions were received for Architectural Design Services (RFP-PL17-16) for the Albion Community Centre on April 27, 2017. Staff reviewed the proposals in accordance with established evaluation criteria, and is recommending the best value submission for this contract.

### RECOMMENDATION:

That the Architectural Design Services contract for the Albion Community Centre be awarded to Craven Huston Powers Architects (CHPA) at a contract price of \$689,055 (excluding taxes); and;

That a contingency of 20% in the amount of \$137,811 (excluding taxes) be established for the design project; and further,

That the Corporate Officer be authorized to execute the contract.

### DISCUSSION:

#### a) Background Context:

On January 9, 2017, Council directed staff to issue a Request for Proposal (RFP) to conduct a detailed design process for the Albion Community Centre.

The RFP was issued to three design firms who were pre-qualified as a result of an RFQ process conducted by School District No. 42 which the City participated in. The RFP was issued by the City of Maple Ridge on March 31, 2017 and all three pre-qualified firms submitted proposals before the closing date of April 27, 2017.

The proposals were independently evaluated to the criteria disclosed in the RFP and scored accordingly. The evaluation team members included Messrs. Michael Millward, Chad Neufeld and Don Cramb. The evaluation panel completed its technical review of the proposals received and CHPA ranked highest. RFP submissions consisted of three proposals which ranged from \$688,467 to \$789,707. Each submission was evaluated for best value utilizing published evaluation criteria which considers qualifications, price, experience and value added.

**b) Desired Outcome:**

To initiate the detailed design process for the Albion Community Centre project in tandem with the new elementary school being developed by School District No. 42. This facility will meet the need for community services in the Albion area by developing a neighbourhood learning centre that includes an elementary school, community centre, sports fields, playground, natural areas and trails.

**c) Strategic Alignment**

This project aligns with the Strategic Facilities Plan produced in 2015 by School District No. 42, with the Parks, Recreation and Cultural Plan Master Plan, and the Master Agreement on the Cooperation for the Joint Use of Public Facilities and Coordination of Services. The project is also consistent with the City's Official Community and Albion Area plans. The programs and services that will be offered at the Albion Community Centre will encourage active and healthy living among citizens through the provision of a variety of recreational, educational and social activities.

**d) Citizen/Customer Implications:**

Parks, Recreation and Culture infrastructure supports citizens in maintaining healthy lifestyles through their participation in sport, recreation, arts, and culture in venues that allow them to connect with their neighbours and communities of common interest. Facility development partnerships and co-location opportunities like this help address local and neighbourhood infrastructure needs.

Staff from the City and School District No. 42 collaborated on a community consultation process on February 25, 2016 to gather feedback on the concept design of the school and community centre. Further stakeholder consultation will be initiated as part of the design process and will include the neighbourhood, School District No. 42, First Nations and other stakeholders.

**e) Interdepartmental Implications:**

Various departments and agencies provide support to Parks, Recreation and Culture in development of projects including Planning, Engineering, Building, Clerks, Communications, and Finance.

**f) Business Plan/Financial Implications:**

It is important to note that the construction cost for the Albion Community Centre Capital costs, totaling approximately \$10 million and annual operating costs (approx. \$600,000) is not currently budgeted for.

A report on the funding strategy for several projects, including the Albion Community Centre, also appears on this agenda. The financial implications of this project are included in financial envelope identified in that report.

The capital cost estimates will be further refined once the detailed design process is complete.

**CONCLUSIONS:**

Significant emphasis has been placed on planning for Parks, Recreation & Culture amenities over the past number of months. Council's endorsement of the resolution in this report will initiate a key step in the process to support our application for funding, establish accurate capital costing and ensure the City advances this project in tandem with School District No. 42.

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*Prepared by:* Don Cramb, Senior Recreation Manager

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*Reviewed by:* Wendy McCormick, Director Recreation and Community Services

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*Approved by:* Trevor Thompson  
Manager, Financial Planning

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

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*Concurrence:* **E.C. Swabey**  
**Chief Administrative Officer**

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## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**MEETING DATE:** June 13, 2017  
**FILE NO:**  
**MEETING:** Council  
**SUBJECT:** Maple Ridge Historical Society Operating and Lease Agreements Renewal

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### EXECUTIVE SUMMARY:

The Operating Agreement and Lease Agreements attached for consideration are renewals to previous agreements between the City of Maple Ridge and the Maple Ridge Historical Society. The term of these agreements is two years to cover 2017 and 2018. The specific leases are:

- The Brick Yard House & Office (also known as the Museum site)
- St. Andrew's Church
- The Old Post Office

The proposed Operating Agreement reflects the funding provided for in the 2017-2021 approved financial plan. The Society continues to provide a valuable service to the community by making history, stories and archives accessible and collecting new stories, artefacts and photographs.

### RECOMMENDATION:

That the Maple Ridge Historical Society Operating Agreement dated January 1, 2017 for a two year term be approved; and,

That the Maple Ridge Historical Society Lease Agreement for the Brick Yard House & Office dated January 1, 2017 for a two year term be approved; and,

That the Maple Ridge Historical Society Lease Agreement for St. Andrew's Church dated January 1, 2017 for a two year term be approved; and,

That the Maple Ridge Historical Society Lease Agreement for The Old Post Office dated January 1, 2017 for a two year term be approved; and,

That the Corporate Officer be authorized to execute these agreements.

#### a) Background Context:

The Maple Ridge Historical Society is a non-profit, charitable organization that operates and manages our historic buildings - the Brickyard House and Office (also known as the Museum site), St. Andrew's Church and Old Post Office. They provide just the interpretative services for Haney House. The Society has provided the community with museum exhibition, interpretation, and programming services along with archival collection and information for over fourteen years. Their vision is to celebrate, honour, protect and promote the history of Maple Ridge through a mission

to use the highest conservation and recording standards in their work to collect, display, and interpret our community's history. They continue to work with many community partners and the Community Heritage Commission on projects and research that define and provide us a better sense of our past, present and future.

The Society has made big strides over the past five years in making its collections (artefacts, photographs, newspaper items) accessible online through their website and Flickr which has over 6,00 images. Using online portals they have successfully developed digital storytelling which needs to evolve and keep pace with the community's interests. However, there is still a need for heritage to have a higher profile and new programs that are more interactive for our growing community and tourists in order to fully utilize the rich material culture and archival history that has been carefully nurtured and collected. Local history and family history are growing areas of interest for new residents, tourists and businesses.

A two-year term for the operating and lease agreements is recommended by staff and the Society. It will allow us to review the appropriate fit and suitability of this operating model as we conclude the development of a new cultural plan and as we consider future planning of proposed civic facilities. In the meantime, the agreements have some minor proposed changes.

Highlights of these changes include the following:

1. The name of the agreement changed from Fee for Service to Operating Agreement which is consistent with other agreements the City has entered into with community partners since 2015.
2. The insurance requirement was increased from \$3M to \$5M, the new industry standard, which is consistent with other agreements the City has entered into with community partners.
3. The operating amount was increased to \$45,000 (+31%) for each year of the term. During the recent Business Planning process, Council approved an increase of \$45,000 towards the operating grant for the Society that will help to enhance additional community outreach and volunteer recruitment efforts, curriculum programming and capacity building.
4. The operating grant amount will be \$190,027 for each year of the term.

**b) Desired Outcome:**

A robust and engaged cultural sector that develops a sense of community and cultural vitality, enhances local economic benefits, attracts tourists and participants, develops volunteerism and improves quality of life that contributes to retaining and attracting existing and new residents and businesses.

**c) Strategic Alignment:**

Recommendations align with the 2010 Parks, Recreation and Culture Master Plan directions (*6.5 Cultural Facilities, Arts Culture and Heritage*), the Asset Based Community Development and Volunteer Policies.

**d) Interdepartmental Implications:**

Various departments work with the Society including Planning, Clerks and Communications.

**e) Business Plan/Financial Implications:**

The proposed agreement renewals are in keeping with the business plan goals. Funding for the operating agreement is included in the funding allotment in the 2017-2021 approved financial plans at \$190,027 for each year in 2017 and 2018.

**CONCLUSIONS:**

The Maple Ridge Historical Society has been a good, long term operating and lease partner which provides much needed heritage services to the community. Heritage enhances citizens' quality of life and helps to tell the stories of this place. Renewing the interim Operating and Lease Agreements for 2017 and 2018 is recommended and is within the funding envelope identified within the 2017-2021 approved financial plans. The agreements will support additional outreach programs and capacity building and ensures a sustainable service to the community.

"Original signed by Yvonne Chui"

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*Prepared by:* Yvonne Chui, Arts and Community Connections Manager

"Original signed by Wendy McCormick"

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*Reviewed by:* Wendy McCormick, Director Recreation

"Original signed by Kelly Swift"

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

"Original signed by E.C. Swabey"

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*Concurrence:* **E.C. Swabey**  
**Chief Administrative Officer**

:yc

Attachments:

Maple Ridge Museum Operating Agreement - January 1, 2017

Maple Ridge Historical Society – St. Andrew's Heritage Church Lease - January 1, 2017

Maple Ridge Historical Society – Callaghan Park Old Post Office - January 1, 2017

Maple Ridge Historical Society – Brickyard House - January 1, 2017

## MAPLE RIDGE MUSEUM OPERATING AGREEMENT

THIS AGREEMENT dated the 1<sup>st</sup> day of January, 2017

BETWEEN:

**CITY OF MAPLE RIDGE** 11995 Haney Place, Maple Ridge, B.C.V2X 6A9  
(the "City")

OF THE FIRST PART

AND

**MAPLE RIDGE HISTORICAL SOCIETY**, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 - 116th Avenue, Maple Ridge, B.C. V2X 0S4

(the "Society")

OF THE SECOND PART

WHEREAS the City and the Society are desirous of entering into a mutually acceptable agreement for the coordination and provision of museum and archives activities for the benefit of Maple Ridge residents;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein (the sufficiency whereof is hereby mutually acknowledged) the parties hereto covenant and agree each with the other as follows:

1. For the purposes of the agreement "Maple Ridge Museum" means the Brickyard House and Brickyard Office, both owned municipally and located at 22520 - 116 Avenue, Maple Ridge, B.C. The property is legally described as part of PID: 011-538-449, Lot 2 Except: Part Subdivided by Plan 14332, Block 2 City Lot 398 Group 1 New Westminster City Plan 155. "Haney House" means the historic residence owned municipally and located at 11612 - 224 Street, Maple Ridge, B.C. The property is legally described as part of PID: 012-350-371, Lot 2 City Lot 401 Group 1 New Westminster City Plan 79665.
2. THE SOCIETY COVENANTS AND AGREES with the City:
  - (a) to operate in accordance with the City's policy on Operating Agreements with respect to maintaining status as a registered Society in good standing and other requirements contained in that policy which is contained in Schedule A to this agreement.
  - (b) to preserve the artifacts (historical objects) and archives (photos, papers, information) given to the people of Maple Ridge through the Maple Ridge Museum and Haney House, within the limits of available resources and as outlined in Schedule B of this agreement.
  - (c) to continue to collect donations of artifacts and archives pertaining to the history of Maple Ridge.
  - (d) to display and interpret a suitable selection of these artifacts and archives within the Maple Ridge Museum and at Haney House.
  - (e) to keep the Maple Ridge Museum and Haney House open to the public for a minimum of 6 hours a week (depending on the season) on a year-round basis

increasing hours open to the public to five days per week during peak tourist season provided volunteers, students, and/or contract workers are available. An admission fee will be collected that would be determined by the Society and its constitution and bylaws.

- (f) to provide Executive Director and curatorial functions to support the Maple Ridge Historical Society's board and the operations of the Maple Ridge Museum and Community Archives and Haney House Museum.
- (g) to recruit, train and supervise volunteers to operate the Museum and Haney House.
- (h) to apply for available and suitable grants (foundations, government) to hire students and/or contract workers to assist in operating the Museum and Haney House and to seek sponsors for programs and projects.
- (i) to prepare and present tours of the Museum and Haney House for groups which request them, provided volunteers and staff can be found and to provide information to school groups and the general public.
- (j) to provide information and advertise about open hours, displays and special events at the Museum and Haney House and to provide such information to the media, to the City for the Parks, Recreation and Culture Guide where space permits, and other appropriate advertising methods including social media.
- (k) To obtain and maintain during the term of this Agreement, at the Society's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Society, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than \$5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail, and shall name the City of Maple Ridge and the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) as additional insured parties and shall provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party. In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Society and the Society hereby appoints the City as the Society's lawful attorney to do all things necessary for that purpose.
- (l) to submit financial statements conducted as a review engagement to the City annually and an additional report in August of each year which contains an "indication of the activities" offered by the Society during the prior year. The financial statement need not be audited, however the City shall have the right at its sole discretion to and expense to carry out an audit.

- (m) to provide a summary of the Society's work for the previous year including statistics regarding attendance, accessions, research requests and volunteer hours for inclusion in the City's annual Citizens report in March of every year and Parks, Recreation & Culture Department business plans in September of every year.

3. THE CITY COVENANTS AND AGREES with the Society:

- (a) to provide rent-free premises to operate the Maple Ridge Museum in the municipally-owned Brickyard House and Brickyard Office and surrounding grounds at 22520 – 116th Avenue, Maple Ridge, B.C. in accordance with the lease agreement signed on January 1, 2017 which has also been entered into for the purpose of clarifying the roles and responsibilities of the parties and to provide rent free premises to operate "Haney House".
- (b) to be responsible for major repairs needed from time to time at the Brickyard House, the Brickyard Office and Haney House.
- (c) to provide a resident caretaker for Haney House.
- (d) to maintain the landscaping and parking access (i.e. snow removal) at 22520 - 116th Avenue and 11612 – 224<sup>th</sup> Street.
- (e) to provide a grant toward the operation of Haney House and the Museum's utilities, insurance, office operation, and the acquisition/display/cataloguing and restoration of artifacts, payable in two equal installments on January 31 and July 31.

2017 in the amount of \$190,027

2018 in the amount of \$190,027

The operating amounts noted above is inclusive of storage fees to cover the Society's cost to rent storage for historical artifacts.

Please note that all operating agreements and storage fee amounts listed, are contingent upon annual municipal budget deliberations and approval.

- (f) to revisit specific utility expenditures and compensate the Maple Ridge Historical Society should inflationary increases exceed those anticipated in this agreement.
- (g) to insure the Museum buildings for loss by fire.

4. IT IS **MUTUALLY UNDERSTOOD, agreed** and declared by and between the parties hereto that:

- (a) the terms of this agreement shall commence on January 01, 2017 and shall be concluded on December 31, 2018, and on a month to month basis in the event of a late renewal at or near the end of this 2 year term, either party may terminate this Agreement upon giving 90 days notice in writing to the other party of its intention to do so, at the address or addresses as the parties may advise each other in writing from time to time.

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

THE CITY OF MAPLE RIDGE  
in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Witness

Signed on behalf of  
THE MAPLE RIDGE HISTORICAL SOCIETY  
in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Witness

**Schedule "A"**  
**CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO**  
**AN OPERATING AGREEMENT**

1. That the group maintain its status as a registered Society in good standing with the Provincial Registrar of Companies.
2. That the purposes of the Society listed in its Constitution encompass the programs and services for which the agreement is being entered into.
3. That the Society dissolution clause in its Constitution identify that the assets of the Society shall go to a local organisation with similar purposes or to the appropriate local government authority (the City of Maple Ridge) upon dissolution of the Society.
4. That the Society's Bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organisation at a reasonable annual cost.
5. That the Society's Bylaws provide for regular (annual) elections to the Board of Directors from the Membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). As part of best practises for non-profit charitable organizations, the Society is encouraged to include a bylaw about maximum number of terms a member may serve on the Board before stepping down for at least one term.
6. That a review engagement of year end financials be conducted when submitting the annual financial statement to the City if the operating grant is for an amount over \$75,000 annually. If the operating grant is for a smaller amount a statement must be presented which is subject to audit at the discretion and expense of the City.
7. That a detailed annual report of the programs and services provided to the community by the Society be provided to the City.
8. That the books and records of the Society are available to the City or its representatives for inspection at any time upon 24 hours notice having been provided requesting such notice.
9. That any changes to the Constitution or Bylaws of the Society be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.
10. That the Society prepares and presents a two year financial plan for its operations to the City at the commencement of the agreement.

## **Schedule B:**

### **Maple Ridge Historical Society Maple Ridge Museum & Haney House Collection Management Policy September 2010**

#### **PREAMBLE**

The Maple Ridge Historical Society and City of Maple Ridge are partners in the operation of the Maple Ridge Museum and Haney House with the vision of creating a sense of identity and pride both within and outside our community, while preserving the past and the present for the future.

The mission of the Historical Society is to provide current, former and potential residents of our community with the means to make our history their own through the collection, preservation, and sharing of our historic images, documents and artifacts.

The collection is currently split between two facilities, the Maple Ridge Museum at the Brickyard Site and the Haney House Museum. Collections at the Maple Ridge Museum belong solely to the Maple Ridge Historical Society however collections at the Haney House Museum that pre-date 1997 are the property of the City of Maple Ridge and are cared for by the Historical Society. All new accessions at either site become the property of the Maple Ridge Historical Society.

#### **1. COLLECTIONS MADE**

The primary focus of the collection will be towards materials that portray the heritage of the City of Maple Ridge. This will include objects of all types and varieties. The Museum will also actively collect items of Maple Ridge heritage that can be used in education programs.

Secondary focuses of the collection will be towards materials that portray the heritage of west coast First Nations populations and the history of southern coastal British Columbia in a broader manner. This will include materials from other areas of BC, Canada and the world.

#### **2. SCOPE OF THE COLLECTION**

##### **Collection Objectives and Standards**

Objectives of the collection are:

- To preserve and portray the rich history of Maple Ridge
- To recognize the heritage of west coast First Nations populations and the history of southern coastal British Columbia
- To provide education programs.

All museum collection activities will be done in accordance with the British Columbia Museums Association and Canadian Museums Association Code of Ethics for Collections.

#### **3. ACCESSIONS**

##### **3.1 Definition**

Accessions involve materials transferred to the museum by legal transfer of ownership. This will include all items donated, purchased and transferred from other organizations.

### **3.2 Collection Activity Areas**

The museum will actively collect, manage and preserve collections of the following:

- items which can be demonstrated to have been used and/or created in the geographical area known as Maple Ridge.
- items collected, purchased, or created by long-term residents of Maple Ridge which provide insight into the persons, everyday lives, and economic activities of the area's past.
- items which have no local story but are of a type that would have been used in Maple Ridge and where there is a lack of such items in the collection.
- items from the prehistoric record of Maple Ridge, with the understanding that these items are held in trust for the Katzie First Nation or another First Nation which can lay compelling claim to them.
- items which have no local story but are of a type that would have been used in Maple Ridge where there is a need for such items to provide educational materials.

### **3.3 Authority to Acquire**

The museum curator has the authority to accept any donations providing they meet the criteria expressed in the collection management policy. The curator can recommend that an item not be accessioned into the collection if it does not meet the criteria but must have final approval from the director and/or the board.

The director, upon recommendation of the curator can give approval to purchase any item deemed appropriate. The board of directors must approve any purchase with an appraised value of \$500.00 or more.

### **3.4 Mode of Acquisition**

#### **3.4.1 Donation**

The preferred method of acquisition is donation. Only in rare circumstances should purchase be considered. Objects can be accepted with conditions attached if there is Museum Committee approval. All acquisitions become property of the Maple Ridge Historical Society and can be maintained, displayed, transported, loaned, used for educational programs or disposed of according to the policies of the Museum Committee and the specific terms of agreement of the donation. Gift agreements signed by the donor and curatorial staff (or Museum Committee Member) constitute legal transfer of title.

#### **3.4.2 Bequest**

The museum should obtain a copy of the section of the will pertaining to the gift and retain this for the records like a gift agreement. Persons who indicate a desire to leave a bequest should be advised of the legal requirements for transfer of unencumbered title.

Before a decision to accept a bequest is made, the approval of the Museum Committee is required due to potential financial or legal obligations.

### **3.5 Accession Criteria**

All objects accessed into the collection must meet the following criteria:

- Objects must be in good condition with no conservation needs that can not be met by the museum
- Objects must not pose any hazard to the facility, other objects, staff or volunteers.
- Objects must not be duplicates of items already in the museum collection unless they are better in quality or are to be used in display, or educational programs.
- All objects must meet the parameters set out in section 3.2 of this collection management policy.
- There must be adequate space available to properly store and care for the object.
- The owner must have legal title to the artifact and be willing to transfer legal title to the museum. This legal title must be confirmed by documentation and be transferred to the museum.
- Usefulness in display, for research or as part of an educational program
- Documentation of all available provenance
- Items may not have been have been collected, sold or otherwise transferred in contravention of any provincial, national or international wildlife protection, or natural history conservation law or treaty.
- Items may not have been have been collected, sold or otherwise transferred in contravention of the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property (or any similar statutes) as ratified by Canada on June 20, 1978.
- Artifacts recovered from deliberate unscientific destruction or damage of known archaeological sites or from illegal or clandestine excavations. This does not include accidental finds by private property owners.
- "Orphaned" items - those left at the museum with no accompanying identification or information as to donor - will be considered only for disposal (sale or discard) or the teaching collection and not as accessions unless the nature of the item warrants its inclusion in the collection.

### **3.6 Accession Procedure**

After an object has been evaluated by the curator and accepted for accession the following procedure shall be followed in order to maintain precise records of the collection.

- a) Temporary Deposit Form – Used to keep track of items while they are being considered for accession.
- b) Deed of Gift/Donation Form – Used to secure legal title to all objects donated. This form will be signed by the Director or their designate and the donor. A receipt of purchase or tax receipt will be attached if applicable.
- c) The donated object is assigned a unique accession number and is recorded in the accession record.
  - Accession Numbers will be comprised of three parts and are unique to each object. The first number will be representative to the year the item was accessioned. The second number will represent the donor or group that the item is associated with. The third part will include a numerical value for each item in the donation.
- d) Accession form – This form will be used to keep track of all items donated and accepted into the collection. In this record is included all relevant information on the object and its history along with a digital photograph of the object.
- e) Objects are cleaned as required and the accession number is permanently marked on the item.
- f) The object is entered into the computer database and a paper copy is printed for the records. Back-up copies of the database and paper copy will be kept off-site.
- g) The object is stored or displayed and the location is marked on appropriate forms.

### **3.7 Compliance with laws**

The Director or their designate will take all reasonable steps to ensure that no items are accessioned into the collection that were acquired in a manner that is contrary to the laws of Canada or the country of origin.

Items received from or through the City Municipality of Maple Ridge or other organization will be treated and handled in the same manner as any other donation made by the general public.

All museum collecting will be conducted in a manner that complies with the BCMA, CMA and ICOM Standards of Collection Ethics.

### **3.8 Cooperation with other institutions**

The museum director or curator will consult with other museums where applicable to ensure that collecting activities are not conducted in a manner that would be detrimental to their collections.

### **3.9 Appraisals / Tax Receipts**

Museum staff, volunteers, or board members may not make any valuations or appraisals on any donated objects. In order for the board to issue a tax receipt the donor must have the item/s professionally appraised or provide the original receipt of purchase. This does not mean that the original purchase price is equivalent with the current market value it is to be used as a guideline.

Under no circumstances will any member of the museum staff, volunteers or board of directors offer appraisals on any object pending accession to or already in the collection.

The board of directors must approve any accessions for objects that will require a tax receipt. A member of the board of directors will sign all tax receipts.

### **3.10 Authentication**

The museum will not collect any artifact that is known to be a fake or a forgery unless it is specifically marked as such for display or educational program use. Documentation that confirms fakes/forgeries will be provided with the acquisition.

### **3.11 Conflict of Interest**

No member of the museum staff or board of directors can be directly involved in acquiring collections that are in competition with the collection of the museum. Where a conflict of interest between the collection of the museum and the collection of an individual related to the museum the museum's interests will take precedence. Staff, volunteers and board Members must declare their collections / collecting interests at the time they assume their positions.

## **Access to Collections**

Access to the museum collection will be limited and at the discretion of the director or curator of the museum. Teaching collection items may be made available to the public in kits or on a program to program basis. Researchers or other interested parties may make written applications to access the collection or archives.

## **4 LOANS**

### **4.1 Formal Agreement**

A formal written agreement will be placed on all loans leaving or entering the museum.

### **4.2 Long-term loans**

The museum will only accept and make loans for a time period not to exceed one year. Loans can be renewed annually.

### **4.3 Short-term loans**

The museum will make and accept loans on a short-term basis of one week to 6 months to satisfy the needs of temporary displays, research, program use or copying.

### **4.4 Authority to make loans**

The director or curator can authorize incoming or outgoing loans providing they meet the criteria for loans.

Loans for commercial, promotional, rental or for profit purposes must have approval by the director or the museum committee.

### **4.5 Personal Use**

No items can be loaned to individuals or can be used for private exhibitions.

### **4.6 Requirements of Borrowers**

Loans to other institutions will only be considered if the custodial institution can meet the standards of security and conservation provided by the Maple Ridge Museum. Objects that have use restrictions on them will not be loaned out without the express written permission of the Board. All objects loaned must be given credit in the display as loans from the Maple Ridge Historical Society. Material on loan must be insured by the borrower.

## **5. DE-ACCESSIONS**

### **5.1 Definitions**

De-accessioning involves the documented and approved removal of materials from the museum collections. The museum will look with disfavour on the de-accessioning of items in the collection however some exceptions apply and they include:

- Changing perspectives, goals and priorities of the museum place materials outside the collection mandate

- The acquisition of superior examples of items already in the collection
- The object is a duplicate or of poorer quality than another in the collection and cannot be transferred to an educational program
- Items require care and conservation that the museum cannot provide
- The item is considered hazardous

## **5.2 Procedure**

Where possible the museum will establish provenance and ownership for each object prior to the item's disposal to ensure that its presence in/removal from the collection is properly understood. However many of the items in the collection arrived without proper documentation, provenance or the donor surrendered title in writing including the date and legal signatures.

The curator will make recommendations to the director about materials to be de-accessioned after careful consideration of the following questions:

- Is the object an example of the museum's own history and worthy of preservation as such?
- Is the item suitable for educational or interpretive programs?
- What is the best and most ethical method of disposing the object based on the known information and condition?

Based on the condition of the object, it will be up to the discretion of the Director/Curator to either recommend the object for immediate de-accession on his/her own, or to recommend that it be brought to the museum Operations Committee for approval.

Objects that have been determined to have value, but do not have provenance to the museums mandate will be assessed for possible sale, trade, or transfer based on what is in the best interest for the museum.

Objects recommended for sale will be offered by auction at the Maple Ridge Historical Society AGM. If not sold, objects will be disposed of at the discretion of the Director/Curator.

## **5.3 Compliance with Laws**

The de-accession process will adhere to the applicable laws of British Columbia and Canada, and to any international agreement and treaties.

All museum de-accessions will be conducted in a manner that complies with the CMA and BCMA Standards of Collection Ethics.

## **5.4 Use of Revenue**

All revenues from the sale of museum collections will be used exclusively for the purpose of:

- Maintenance of the collection
- Purchase of new items for the museum's collection
- Care and conservation of the existing museum collection

## **5.5 Accidental loss or destruction**

In the case of accidental loss, theft or destruction the loss will be marked on the accession record and the director will make a report to the board of directors stating the circumstances of the incident.

## **5.6 Aboriginal Artifact Repatriation**

The Maple Ridge Historical Society, through its operation of the Maple Ridge Museum & Archives, recognizes the educational and cultural heritage values inherent in aboriginal artifacts and is committed to the stewardship of those in its care.

The Maple Ridge Historical Society also acknowledges that aboriginal artifacts are part of the intellectual and cultural heritage of the First Nations they represent. For this reason, the Maple Ridge Historical Society considers archaeological materials to be held in trust for specific First Nations where the origins of the materials are clear.

Requests for repatriation will be considered on a case by case basis by the Museum Committee and their recommendations forwarded to the Maple Ridge Historical Society executive for a final decision. The following minimum requirements must be met:

- 1) That the artifacts requested are clearly from the undisputed territory of the First Nation in question and no other reasonable claims exist.
- 2) That the request for repatriation come from duly elected representatives of the First Nation.

In the event of conflicting claims, all parties potentially involved will be made aware of the repatriation request and the museum will continue its stewardship until the conflict is resolved. Alternatives to simply returning the artifacts include continued or shared stewardship by special agreement between the Maple Ridge Historical Society and individual First Nations.

## **6.0 DOCUMENTATION**

The curator is responsible for ensuring that proper documentation is created and kept for all materials accessioned, accepted as a potential accession and all deaccessions.

For each new source a donor file will be created and it will contain all deed letters, receipts of purchase/donation, and contact information. These files will be arranged alphabetically.

Paper records will be kept of each step of the accession process. These files are not available to the public and will be maintained in perpetuity even after items are deaccessioned. They will be arranged by year then by category and then by number. The information in this file will include:

- Temporary receipt information
- Any purchase or tax receipts
- Donation form
- Accession Form
- Location tracking information
- Loan records
- Record of deaccession or disposal
- Paper copy of the database sheet and a digital photograph if possible.

## **7.0 Revisions to Policy**

The collections management policy can be revised by the board of directors at any Maple Ridge Historical Society Operations Committee meeting. The board will review the Collections Policy no less than once every three (3) years to ensure that it is meeting the needs of museum service provision.

## **Archives Policies and Procedures 2010**

### **1.0 Mandate**

The purpose of the Archives, as a part of the Maple Ridge Museum and Community Archives, is to identify, acquire and preserve material of archival and/or informational value to the citizens of Maple Ridge, the Katzie First Nation, and the community as a whole, and to make such records available to the public.

### **2.0 Acquisition policy**

#### **2.1 Geographical area**

The Archives acquires material created in, or directly concerning, the City of Maple Ridge.

**2.1.1** The Archives holds in trust material deposited by the Katzie First Nation. This material is not the property of the MRMCA.

#### **2.2 Material**

The term "material" is here defined as any kind of recorded information, regardless of physical form or characteristics. "Material" is an umbrella term that includes, but is not limited to, documents, records, photographs, films, machine readable magnetic and optic media, published and unpublished manuscripts, maps, plans, and sound recordings. The Archives acquires material of archival and/or informational value. Material acquired by the Archives is classified as either "archival" or "reference (non-archival)" material.

##### **2.2.1 Archival material**

Archival material is material created, or received and accumulated, by a person, family or organization in the course of the normal conduct of affairs, and preserved because of their continuing value. These records provide evidence of the activities of their creator in carrying out his/her/its everyday affairs.

##### **2.2.2 Reference material (non-archival)**

The term "reference material" refers to material collected or created artificially on the basis of some common characteristic (e.g., a particular subject) for the purpose of preservation. This material does not provide evidence of the activities of a creator in his/her/its normal conduct of affairs, and therefore cannot be said to have archival value. However, material of this sort may have substantial informational value in that it could provide both a source of historical information for researchers and a historical context for the archival records in the holdings.

## **2.3 Modes of acquisition**

Material is acquired by the Archives by the receipt of either gifts or loans, or by purchase. Each acquisition must be documented. All acquisitions must be accessioned in accordance with the Accessions Policy (section 3 of this document). Final approval of all acquisitions must be given by the Director or Curator of the Maple Ridge Museum and Community Archives.

### **2.3.1 Gifts**

The receipt of outright gifts is the preferred mode of acquisition for the Archives for the following reasons. First, it is the simplest legal arrangement. Second, it enables the Archives to ensure permanent public access to the material (in accordance with its mandate). Third, permanent storage in the Archives will likely extend the life of the donated material.

### **2.3.2 Loans**

Material may be accepted on a pre-determined, short-term basis when offered to or requested by the Archives for the purpose of exhibition or duplication. Due to the legal issues involved, each loan must be personally authorized by the Director or Curator of the Maple Ridge Museum and Community Archives.

### **2.3.3 Purchases**

Material may be acquired for the Archives by purchase. All purchases must be negotiated and approved by the Director or Curator of the Maple Ridge Museum and Community Archives. Purchases must be approved by a committee of the Board of Directors designated to oversee archives and museum operations.

## **2.4 Disposal of Acquired Material**

In some cases, material in the Archives holdings may fall outside the guidelines of section 2.1 and 2.2 of the Acquisition Policy and/or other current Archives policy. In such cases, it may be desirable to remove the said material from the Archives holdings. If the material has already been accessioned, then the material must be formally deaccessioned. Disposal of deaccessioned material must follow the disposal instructions that were determined during acquisition. Where no disposal instructions have been specified by the donor, the Director or Curator of the Maple Ridge Museum and Community Archives has the authority to destroy, return, transfer or donate deaccessioned material. In all cases, the decision to deaccession and dispose of material in the Archives holdings rests with the Director or Curator.

## **2.5 Acquisition Procedures**

2.5.1 Assess the offered material to see if it fits with your mandate and acquisition policy.

2.5.1.1 If it does, fill out a donor form including appropriate signatures.

2.5.1.2 If it does not, return the material to the donor.

2.5.2 Assign an accession number to the material from the Master Binder.

- 2.5.3 Write the accession number on the donor form.
- 2.5.4 Make 2 copies of the donor form.
  - 2.5.4.1 Give one copy to the donor.
  - 2.5.4.2 Place one copy with the donated material.
  - 2.5.4.3 Send the original to the Director or Designate for donor data entry.

### **3.0 Accessioning Policy**

- 3.1 Each acquisitions must be accessioned. For every donor form there should be an Accession Record (Form 001).

#### **3.2 Accessioning Procedures**

- 3.2.1 Fill out an accession record (Form 001) for each donor form.
  - 3.2.1 If there is not enough space on the Accession Record, fill a File List (Form 009).
  - 3.2.2 Attach the File List to the Accession Record.
- 3.2.2 Process the materials.
  - 3.2.2.1 Remove paper clips, metal fasteners, elastic bands.
  - 3.2.2.2 Gently remove surface dirt.
  - 3.2.2.3 Flatten materials and place in acid free file folders, envelopes, and boxes.
  - 3.2.2.4 Place the materials in Archives storage.
    - 3.2.2.4.1 Record the locations of the stored materials on the accession record.
- 3.2.3 Send the Accession Record to the Director or Designate for data entry.
  - 3.2.3.1 File the Accession Record in the Accession Files.

### **4.0 Arrangement and Description**

- 4.1 Arrangement
  - 4.1.1 A fonds must be accessioned before it is arranged.
  - 4.1.2 Arrangement proceeds from the general to the specific.
- 4.2.1 Arrangement is based on the principles of respect des fonds and respect for original order.

- 4.3.1 The Maple Ridge Museum and Community Archives recognizes 5 levels of arrangement: repository, fonds, series, filing unit, and item.

## 4.2 Description

- 4.2.1 Arrangement precedes description.
- 4.2.2 The Maple Ridge Museum and Community Archives recognizes 7 levels of description: inter-institutional, repository, thematic group, fonds, series, filing unit, and item.
- 4.2.3 The Maple Ridge Museum and Community Archives uses *Rules for Archival Description* as its descriptive standard (see Forms 002-005).

## 4.3 Arrangement and Description Procedures

- 4.3.1 Determine if you are describing a fonds, collection or single item (see **Frequently Asked Questions** for more information).
  - 4.3.1.1 If you are describing a fonds go to 4.3.2
  - 4.3.1.2 If you are describing a collection go to 4.3.3
  - 4.3.1.3 If you are describing a single item go to 4.3.4
- 4.3.2 Arrange and describe your fonds.
  - 4.3.2.1 Identify the series in your fonds by determining the original order of the creator (filing system, subject, alphabetical order, etc).
  - 4.3.2.2 If there is no original order impose one by identifying the main activities of the creator and arranging the records according to those activities. You can also use subject or format (medium) of the records).
  - 4.3.2.3 Fill out **one** Fonds-Level Description Worksheet (Form 002).
  - 4.3.2.4 Fill out a Series-Level Description Worksheet (Form 003) for **each** series you identify.
    - 4.3.2.4.1 Do not repeat information at a lower level of description that has already been articulated at a higher level of description.
  - 4.3.2.5 Send the worksheet(s) to the Director or Designate for data entry.

#### 4.3.3 Describe your Collection

4.3.3.1 Fill out a Fonds-Level Description Worksheet (Form 002).

4.3.3.2 Use the term 'collection' in your title instead of 'fonds'. Include a qualifier that indicates the type of collection.

4.3.3.2.1 For example, Kelly Stewart postcard collection or Steve Chong railway history collection.

4.3.3.2 Fill out a Series-Level Description Worksheet (Form 003) for each series you identify.

4.3.3.3.1 Do not repeat information at a lower level of description that has already been articulated at a higher level of description.

4.3.3.3 Send the worksheet(s) to the Director or Designate for data entry.

#### 4.3.4 Describe your Item

4.3.4.1 Fill out Form 004 Photograph worksheet if it is a photograph.

4.3.4.2.1 Write the accession number and photograph number on the back of the photograph.

4.3.4.2 Fill out Form 005 Cartographic worksheet if it is a map.

4.3.4.2.2 Write the accession number on the back of the map.

4.3.4.3 Refer ephemera to the Director or Designate (see **FAQ What is ephemera** for more information).

4.3.4.3.1 Write on the Accession Record (Form 001) that the item has been transferred.

4.3.4.4 Fill out Form 008 Item worksheet if it is a single item but not a photograph or map (ie sound recording, moving image, textual record, compact disc).

4.3.4.4.1 Write the accession number on the back of the item or in an unobtrusive part of the item.

4.3.4.5 Send the worksheet(s) to the Director or Designate for data entry.

## 6.0 Access

6.1 The Archives is open to researchers by appointment as arranged with the Director or designate.

- 6.2 All researchers must register, providing their name, address, signature, and their research topic.
- 6.3 The Archives will not divulge to others their name or other personal information or the subject he or she is researching without the researcher's permission.
- 6.4 Researchers are granted access to all finding aids and reference material in the Reference Room and to holdings which are not restricted by law or regulation, or by agreement made by the Archives with the creator and/or donor of the records.
- 6.5 Researchers must abide by the terms of access and the regulations governing the use of the archival facilities and records. Access may be restricted to a researcher if it is determined that the materials will be physically abused or used in a libelous or otherwise illegal manner. The Archives may restrict access to records that invade the privacy of individuals, contain libelous or defamatory statements or allegations, are unprocessed, or are in fragile or poor condition. For records in fragile or poor condition, the Archives will attempt to provide research copies whenever possible.
- 6.6 Copies of archival records or reference material for private study only will be made under the fair use provisions of the Copyright Act. Copies of records are not to be further reproduced, sold, or published without the permission of the Maple Ridge Museum and Community Archives.
- 6.7 Researchers are permitted to quote the text of records for private research and study, within the fair use provisions of the Copyright Act. If the research results in publication, researchers are expected to identify the records and acknowledge the Maple Ridge Museum and Community Archives.
- 6.8 Costs related to the reproduction of material will be passed on to researchers. A schedule of fees will be made available to users.

## 7.0 Definitions<sup>1</sup>

- 7.1 **Accessioning**  
The formal acceptance into custody and recording of an acquisition.
- 7.2 **Accrual**  
An acquisition of archival material which belongs to a fonds that is already in the custody of the repository.
- 7.3 **Arrangement**  
The process and results of identification of documents as they belong to accumulations within a fonds.
- 7.4 **Description**  
The recording in a standardized form of information about the structure, function and content of records.
- 7.5 **File**

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<sup>1</sup> Definitions taken from Appendix D: Glossary, *Rules for Archival Description*, Revised Version, August 2003.

An organized unit of documents, usually within a series, brought together because they relate to the same subject, activity, or transaction.

**7.6 Fonds**

The whole of the documents, regardless of form or medium, automatically and organically created and/or accumulated and used by a particular individual, family, or corporate body in the course of that creator's activities or functions.

Note: The fonds is the highest level of description in a multilevel description. A fonds is not equivalent to an accession. A fonds may contain two or more accession units; similarly, an accession may contain more than one fonds.

**7.7 Item**

The lowest level of description and the smallest intellectual entity within a fonds useful for descriptive purposes.

**7.8 Provenance**

The person(s), family (families), or corporate body (bodies) that created and/or accumulated and used records in the conduct of personal or business life. See also Respect des fonds.

**7.9 Respect des fonds**

The principle that the records of a person, family or corporate body must be kept together in their original order, if it exists or has been maintained, and not be mixed or combined with the records of another individual or corporate body. See also Provenance.

**7.10 Series**

File units or records within a fonds arranged systematically or maintained as a unit because they relate to a particular function or subject, result from the same activity, have a particular form, or because of some other relationship arising out of their creation or, arising out of their receipt and use.

This Lease dated for reference January 1 , 2017, is

BETWEEN:

**THE CITY OF MAPLE RIDGE**, Municipality incorporated in 1874 under the laws of the Province of British Columbia, having its offices at 11925 Haney Place, Maple Ridge, B.C., V2X 6G2

(the Lessor)

AND:

**MAPLE RIDGE HISTORICAL SOCIETY**, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 - 116th Avenue, Maple Ridge, B.C. V2X 8Y6

(hereinafter called the "Lessee")

GIVEN THAT:

- A. The Lessor is the registered owner in fee simple of those lands and buildings "Maple Ridge St. Andrew's Heritage Church located at 22279 - 116th Avenue, Maple Ridge, B.C. and on land legally described as:
- Lot 4 of Block 1, District lot 398, Group1, Plan 59018, New Westminster District.
- (hereinafter called the "Premises" defined as the existing building only);
- B. The Lessee wishes to lease the Premises for use as a Heritage Hall, and the Lessor wishes to lease the Premises to the Lessee for this purpose on the terms and conditions set out in this Lease;

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Lease of Premises** - The Lessor hereby leases the Premises to the Lessee on the terms and conditions and for the purposes set out in this Lease.
2. **Rent** - The Lessee shall pay the Lessor the prepaid rent for the Term of \$5.00 (the "Rent"), the receipt of which is hereby acknowledged by the Lessor.
3. **Term** - The term of this Lease ("Term") and the rights granted by it shall be for a period of two (2) years beginning on *January 1, 2017* and terminating on *December 31, 2018*, subject to earlier termination pursuant to the terms of this Lease.
4. **Lessee's Covenants** - The Lessee covenants and agrees with the Lessor as follows:
  - (a) to use the Premises as a site for a rental hall and to conduct Historical Society Business.
  - (b) to at all times maintain the Lessee in good standing as a non-profit society whose membership is open to the public;

- (c) not to make or construct in, on or to the Premises any alterations or other improvements (collectively, "Improvements") without obtaining the Lessor's prior written consent, and to provide to the Lessor plans showing the design and nature of construction of the proposed Improvements and their proposed location, and all such Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner, and shall thereafter be maintained by and at the cost and expense of the Lessee, to the Lessor's satisfaction;
- (d) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Premises or to the surrounding land;
- (e) not to cause, maintain or permit any thing that may be or become a nuisance or annoyance in, on or from the Premises to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind;
- (f) to heat the Premises as necessary to prevent damage from frost;
- (g) to promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises , including without limitation, all taxes, duties, levies, charges and assessments, permit and license fees, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges;
- (h) an keep the Premises in good condition and repair and a neat, tidy, safe, clean and sanitary condition, including without limitation all day to day maintenance and repairs to the structure, electrical, plumbing, heating, air conditioning, machinery, equipment facilities, interior painting, and fixtures including glass to a standard befitting public facilities used for a similar purpose, at the Lessee's sole expense;

The Society shall have exclusive and absolute care, custody and control of the Premises and the equipment contained therein during the terms of this agreement. Equipment and facility operating and preventative maintenance, minor repairs, and equipment replacement shall be the responsibility of the Society. Structural facility repairs, roofing and replacement of heating, plumbing, air, electrical and ventilating systems, exterior painting and floor replacements shall be funded by the City of Maple Ridge;

- (i) not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Premises but rather to dispose of the same regularly and continuously, in order to maintain the Premises in a condition befitting public facilities used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak onto the land or into, drains or sewers on or adjacent to the Premises is in compliance with all applicable laws;
- (j) to carry on and conduct its activities in, on and from the Premises in compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon or from the Premises in contravention thereof;
- (k) to observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule 'A', and such further and other rules and regulations of the Lessor, acting

reasonably after consultation with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;

- (l) not to assign or transfer this Lease or sublet all or any part of the Premises or to part with possession of the whole or any part of the Premises.
- (m) to promptly discharge any builders' lien which may be filed against the title to the Premises relating to any work or construction which it undertakes on or to the Premises.

5. **Taxation** - The Lessee acknowledges and agrees that it is solely responsible for the payment of all property taxes and assessments levied against the Premises during the Term. The Lessee may in each year apply to the City of Maple Ridge for an exemption from taxation in accordance with the *Local Government Act* and *Community Charter* provisions in force from time to time, and may apply for financial assistance from the City of Maple Ridge. However, the Lessee acknowledges that such grants and exemptions are within the sole discretion of the City of Maple Ridge Council and cannot in any way be guaranteed or relied upon.
6. **Net Lease** - Without limiting any other provisions in this Lease, the Lessee agrees that this Lease shall be net to the Lessor and the Lessee shall promptly pay when due its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the operation and maintenance of the Premises.
7. **Maintenance** - If during the Term the Lessee defaults in its obligations to maintain the Premises and all Improvements, the Lessor may give written notice specifying the respect in which such maintenance is deficient, and the Lessee shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Lessee has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Lessor, the Lessor may enter upon the Premises and perform such maintenance as is in the Lessor's opinion required, at the sole cost and expense of the Lessee, plus such additional charge as may then be applicable in accordance with the policies of the Lessor for administration and overhead, provided that nothing in this section requires the Lessor to perform any maintenance during the Term;  
  
Such expenditure of the Lessor shall be payable to the Lessor by the Lessee as rent owing and due, and may be collected by the Lessor in the same manner and with the same remedies as rent in arrears.
8. **Condition at End of Term** - Upon the expiration or earlier termination of this Lease, the Lessee shall leave the Premises in a clean, neat and sanitary condition satisfactory to the Lessor.
9. If the Lessee fails to leave the Premises in the condition required by this Lease, the Lessor may do so on behalf of the Lessee and the Lessee shall, on demand, compensate the Lessor for all costs incurred by the Lessor.
10. All alterations to or leasehold improvements made in or upon the Premises after the commencement of the Term shall immediately upon termination of the Lease become the Lessor's sole property without any compensation to the Lessee. Except to the extent otherwise expressly agreed by the Lessor in writing, no leasehold improvements shall be removed by the Lessee from the Premises during the Term except that the Lessee may at the end of the Term remove its trade fixtures. The Lessee shall, in the case of every removal, either during or at the end of the Term, make good any damage caused to the Premises by the installation and removal.

11. **Acknowledgment and Agreements of the Lessee** - The Lessee acknowledges and agrees that:
  - (a) the Lessor has given no representations or warranties with respect to the Premises, including without limitation with respect to the suitability of the Premises for the Lessee's intended use for the Premises;
  - (b) the Lessee has the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease; and
  - (c) the Lessee leases the Premises on an as is basis and the Lessor has not made any representations, warranties or agreements as to the condition of the Premises.
12. **Quiet Possession** - The Lessor covenants and agrees with the Lessee to permit the Lessee, so long as the Lessee is not in default of the Lessee's obligations under this Lease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the Lessor or those claiming by, from or under the Lessor except as expressly provided in this Lease.
13. **Indemnity** - Notwithstanding any other provisions of the Lease, the Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:
  - (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Lessee to be fulfilled, kept, observed or performed;
  - (b) any damage to property arising out of the Lessee's use and occupation of the Premises; and
  - (c) any injury to person or persons, including death, occurring in or about the Premises,
 and this indemnity shall survive the Term.
14. The Lessee agrees that the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its employees, invitees, or licensees or any other person in, on or about the Premises unless resulting from the actual fault or negligence of the Lessor, but in no event shall the Lessor be liable:
  - (a) for any damage caused by steam, water, rain or snow which may leak into, or flow from any part of the Premises or from the pipes or plumbing works thereof or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring; or
  - (b) for any act or omission on the part of any agent, contractor or person from time to time employed by the Lessee to perform services, supervision or any other work in or about the Premises.
15. **Insurance by Lessee** - The Lessee shall obtain and maintain for the Term:
  - (a) a policy of Comprehensive General Liability insurance in an amount of at least Five Million (\$5,000,000.00) per occurrence, which insurance shall include the City of Maple Ridge and School District #42 as named insured; and

- (b) a policy of insurance in respect of fire and such other perils, including sprinkler leakage as are from time to time defined in a standard commercial all-risk insurance policy covering all of the Lessee's trade fixtures and the furniture and equipment and all other contents of the Premises and plate glass insurance in an amount equal to the replacement cost thereof; which insurance shall include the City of Maple Ridge and School District #42 as named insured.
- 16. All insurance required to be maintained by the Lessee shall be on terms and with insurers satisfactory to the Lessor and shall provide that such insurers shall provide to the Lessor thirty (30) days prior written notice of cancellation or material alteration of such terms. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee shall fail to take out, renew and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall pay to the Lessor as rent any amounts paid by the Lessor as premiums forthwith upon demand.
- 17. **Insurance by Lessor**
  - (a) The Lessor shall insure and keep insured to their full replacement value, for the Term, all buildings, structures, fixtures and equipment of the Premises (other than the Lessee's trade fixtures and contents) against loss or damage by fire and against loss by such other insurable hazards as it may from time to time reasonably require.
  - (b) The Lessee shall not omit or permit upon the Premises anything which would cause the Lessor's cost of insurance (whether fire or liability) to be increased (and, without waiving the foregoing prohibition the Lessor may demand, and the Lessee shall pay to the Lessor upon demand the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.
- 18. **Lessor's Representative** - The Arts and Community Connections Recreation Manager will be designated as the Lessor's Representative for the purposes of this Lease and in their absence the Director of Parks and Facilities will act as the designate.
- 19. **Additions to Premises** - The Lessor may from time to time during the Term add or extend the Premises and to lease such extensions or additions to third parties. In exercising such rights, the Lessor agrees to have prior consultation with the Lessee and to put the Lessee to no unnecessary inconvenience and not to unreasonably interfere with the Lessee's use of the Premises.
- 20. **Holding Over** - If at the expiration of the Lease the Lessee shall hold over for any reason, the tenancy of the Lessee thereafter shall be from month to month only and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of written agreement between the Lessor and the Lessee to the contrary.
- 21. **Right of Entry** - The Lessor or its authorized representative may enter the Premises at all reasonable times for the purposes of inspection of the Premises.
- 22. **Strict Performance** - The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of

any provision of this Lease shall be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.

**23. Discretionary Terminations:**

Despite section 3 of the lease, the Lessor may at its sole discretion terminate this lease by providing 6 months written notice to the Lessee of termination. At the end of the notice period, the Lessee shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Premises and the Lessor may forthwith re-enter the Premises and repossess and enjoy the same.

**24. Termination for Breach - If and whenever the Lessee:**

- (a) Is in default of payment of rent for a period longer than thirty days after receipt of written notice from the Lessor to pay the same;
- (b) Is in default in performance of any of the covenants herein and has not remedied the default within thirty days of written notice from the Lessor;
- (c) Ceases to be a society in good standing under the laws of British Columbia and has not been restored to such status within thirty days of written notice from the Lessor;
- (d) Amends its constitution and bylaws to limit membership of the general public without the approval of the Lessor;
- (e) Becomes insolvent or bankrupt or the lease is seized in execution;
- (f) Abandons the Premises, vacates the Premises for a period longer than thirty days;
- (g) The Premises are damaged or destroyed to the extent that in the sole discretion of the Lessor, it will take longer than three months to restore;

The Lessor may forthwith on written notice terminate this lease and re-enter the Premises without any other notice or form of legal process and repossess and enjoy the same as of its former estate.

**25. Additional Rights - In addition to all rights and remedies of the Lessor available to it in the event of any default by the Lessee under this Lease or otherwise, the Lessor:**

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Lessee, and in so doing may make any payments due or alleged to be due by the Lessee to third parties and may enter upon the Premises to do any work or other things therein and in such event all expenses of the Lessor in remedying or attempting to remedy such default shall be payable by the Lessee to the Lessor forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any nonpayment by the Lessee of any amounts payable by the Lessee under any provision of this Lease as the case of a nonpayment of Rent;
- (c) if the Lessee fails to pay any sum promptly when due, shall be entitled, upon demand, to interest on such amount at the rate charged and published from time to time by the main

branch of the Lessor'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 the date of actual payment; and

- (d) whenever the Lessor becomes entitled to reenter the Premises under any provision of this Lease, the Lessor in addition to all other rights it may have shall have the right as agent of the Lessee to enter the Premises and re-let them and to receive the rent, and as the agent of the Lessee to take possession of any furniture owned by the Lessee and to sell the same at public or private sale without notice and to apply the proceeds and any rent derived from re-letting the Premises upon account of the rent due and to become due under this Lease and the Lessee shall be liable to the Lessor for the deficiency, if any.

26. **Rights Non-Exclusive** - All rights and remedies of the Lessor are intended to be cumulative and not alternative, and the express provisions as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or the general law.
27. **Entire Agreement** - The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease, and that this Lease is the entire agreement between the parties respecting its subject matter.
28. **Governing Law** - This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
29. **Severance** - Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
30. **Time of Essence** - Time is of the essence of this Lease.
31. **Notice** - Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if served personally upon an officer of the party for whom it is intended or mailed by prepaid registered post and in the case of the Lessor addressed to:

The City of Maple Ridge  
11925 Haney Place,  
Maple Ridge, British Columbia V2X 6G2  
Attention: Arts and Community Connections Recreation Manager

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society  
C/O The Maple Ridge Museum,  
22520 - 116th Avenue, Maple Ridge, B.C.  
V2X 8Y6

The date of the receipt of such notice shall be deemed conclusively to be the day of service if such notice is served personally, or if mailed, forty-eight (48) hours after such mailing.

32. **Enurement** - This Lease enures to the benefit of and is binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.
33. **Reference** - Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

DRAFT

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

CITY OF MAPLE RIDGE by its authorized signatory:

\_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

The MAPLE RIDGE HISTORICAL SOCIETY by its authorized signatories:

\_\_\_\_\_

Erica Williams, President  
Title

\_\_\_\_\_

Val Patenaude, Director  
Title

Date: \_\_\_\_\_

SCHEDULE "A"

The Lease made between

The City of Maple Ridge, as Lessor, and

The Maple Ridge Historical Society, as Lessee

RULES AND REGULATIONS

The Lessee shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Lessor after consultation with the Lessee and acting reasonably as provided in the Lease):

1. The Lessee shall not permit access to main header ducts, janitors and electrical closets and other necessary means of access to mechanical, electrical and other facilities to be obstructed by the placement of furniture or otherwise. The Lessee shall not place any additional locks or other security devices upon any doors of the Premises without immediately notifying the Lessor and subject to any conditions imposed by the Lessor for the maintenance of necessary access.
2. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Lessor to enforce them or create any liability of the Lessor for their non-enforcement.
3. The City of Maple Ridge shall be granted free use of the facility.

This Lease dated for reference January 1, 2017, is

BETWEEN:

**THE CITY OF MAPLE RIDGE**, a Municipality incorporated in 1874 under the laws of the Province of British Columbia, having its offices at 11925 Haney Place, Maple Ridge, B.C., V2X 6G2

(the Lessor)

AND:

**MAPLE RIDGE HISTORICAL SOCIETY**, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 - 116th Avenue, Maple Ridge, B.C. V2X 8Y6

(hereinafter called the "Society" OR the "Lessee")

GIVEN THAT:

- A. The Lessor is the registered owner in fee simple of those lands commonly known as "Callaghan Park" located at 22375 Callaghan Avenue, Maple Ridge, B.C. and on land legally described as:

That portion of Lot 14, Block 6, District Lot 398,  
Group 1, Plan 155, New Westminster District, being  
approximately 1,800 square feet in area (45' x 40') and  
outlined in black on Map No. 283, attached hereto and  
marked Schedule "A" forming part of Maple Ridge Zone  
Amending By-law 2764 - 1980.

(hereinafter referred to as the "Premises" or the "Land")

- B. The Lessee wishes to lease the Land for the purpose of placing a building thereon, more commonly referred to as "The Old Post Office", and the Lessor wishes to lease the Land to the Lessee for this purpose on the terms and conditions set out in this Lease;

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Lease of Land** - The Lessor hereby leases the Land to the Lessee on the terms and conditions and for the purposes set out in this Lease.

2. **Rent** - The Lessee shall pay the Lessor the prepaid rent for the Term of \$5.00 (the "Rent"), the receipt of which is hereby acknowledged by the Lessor.
3. **Term** - The term of this Lease ("Term") and the rights granted by it shall be for a period of two (2) years beginning on January 1, 2017 and terminating on December 31, 2018, subject to earlier termination pursuant to the terms of this Lease.
4. **Lessee's Covenants** - The Lessee covenants and agrees with the Lessor as follows:
  - (a) to use the Land only as a site for the "Old Post Office Preschool";
  - (b) It is hereby acknowledged that the Lessee is and remains the owner of the Premises known as the "Old Post Office" and that at the termination of the this lease, the Lessee must remove the Premises, but only to another site within the City of Maple Ridge and which is acceptable to the Lessor.
  - (c) To comply with and maintain the old Post Office Building to all standards and requirements required by law including the bylaws of the City of Maple Ridge and without limitation, health, fire, zoning and building regulations and maintenance requirements.
  - (d) to comply with all health, safety, fire, zoning building and other requirements authorized by law and specifically to upgrade the aforesaid "Old Post Office" building to all Municipal standards.
  - (e) not to make or construct in, on or to the Land any alterations or other improvements (collectively, "Improvements") without obtaining the Lessor's prior written consent, and to provide to the Lessor plans showing the design and nature of construction of the proposed Improvements and their proposed location, and all such Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner, and shall thereafter be maintained by and at the cost and expense of the Lessee, to the Lessor's satisfaction;
  - (f) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Premises or to the surrounding land;
  - (g) not to cause, maintain or permit any thing that may be or become a nuisance or annoyance in, on or from the Premises or Land to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind;
  - (h) to promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises and Land, including without limitation, all taxes, duties, levies, charges and assessments, permit and license fees, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges;
  - (i) to repair and maintain the Premises and Land in good condition and repair and a neat, tidy, safe, clean and sanitary condition, including without limitation all day to day maintenance and repairs to the structural, electrical, plumbing, heating, air conditioning, machinery, equipment, facilities and fixtures to a standard befitting public facilities used for a similar purpose, at the Lessee's sole expense;

- (j) not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Premises but rather to dispose of the same regularly and continuously, in order to maintain the Premises in a condition befitting public facilities used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak onto the land or into, drains or sewers on or adjacent to the Premises is in compliance with all applicable laws;
  - (k) to carry on and conduct its activities in, on and from the Premises in compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon or from the Premises in contravention thereof;
  - (l) to observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule 'A', and such further and other rules and regulations of the Lessor, acting reasonably after consultation with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;
  - (m) not to assign this lease to others and only sub-let at the absolute discretion of the Lessor.
  - (n) to promptly discharge any builders' lien which may be filed against the title to the Premises or Land relating to any work or construction which it undertakes on or to the Premises.
5. **Taxation** - The Lessee acknowledges and agrees that it is solely responsible for the payment of all property taxes and assessments levied against the Premises or Land during the Term. The Lessee may in each year apply to the City of Maple Ridge for an exemption from taxation in accordance with the *Local Government Act* and *Community Charter* provisions in force from time to time, and may apply for financial assistance from the City of Maple Ridge. However, the Lessee acknowledges that such grants and exemptions are within the sole discretion of the City of Maple Ridge Council and cannot in any way be guaranteed or relied upon.
6. **Net Lease** - Without limiting any other provisions in this Lease, the Lessee agrees that this Lease shall be net to the Lessor and the Lessee shall promptly pay when due its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the operation and maintenance of the Premises and Land.
7. **Maintenance** - If during the Term the Lessee defaults in its obligations to maintain the Premises and all Improvements, the Lessor may give written notice specifying the respect in which such maintenance is deficient, and the Lessee shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Lessee has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Lessor, the Lessor may enter upon the Premises and perform such maintenance as is in the Lessor's opinion required, at the sole cost and expense of the Lessee, plus such additional charge as may then be applicable in accordance with the policies of the Lessor for administration and overhead, provided that nothing in this section requires the Lessor to perform any maintenance during the Term.

Such expenditure of the Lessor shall be payable to the Lessor by the Lessee as rent owing and due, and may be collected by the Lessor in the same manner and with the same remedies as rent in arrears.

8. **Condition at End of Term** - Upon the expiration or earlier termination of this Lease, the Lessee shall leave the Land in a clean, neat and sanitary condition satisfactory to the Lessor.
9. If the Lessee fails to leave the Land in the condition required by this Lease, the Lessor may do so on behalf of the Lessee and the Lessee shall, on demand, compensate the Lessor for all costs incurred by the Lessor.
10. All alterations to or leasehold improvements made in or upon the Land after the commencement of the Term shall immediately upon termination of the Lease become the Lessor's sole property (with the exception of the Building "The Old Post Office") without any compensation to the Lessee. Except to the extent otherwise expressly agreed by the Lessor in writing, no leasehold improvements shall be removed by the Lessee from the Premises during the Term except that the Lessee may at the end of the Term remove its trade fixtures. The Lessee shall, in the case of every removal, either during or at the end of the Term, make good any damage caused to the Premises by the installation and removal.
11. **Acknowledgment and Agreements of the Lessee** - The Lessee acknowledges and agrees that:
  - (a) the Lessor has given no representations or warranties with respect to the Land, including without limitation with respect to the suitability of the Land for the Lessee's intended use for the land;
  - (b) the Lessee has the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease; and
  - (c) the Lessee leases the Land on an as is basis and the Lessor has not made any representations, warranties or agreements as to the condition of the Land.
12. **Quiet Possession** - The Lessor covenants and agrees with the Lessee to permit the Lessee, so long as the Lessee is not in default of the Lessee's obligations under this Lease, to peaceably possess and enjoy the Land for the Term, without interference or disturbance from the Lessor or those claiming by, from or under the Lessor except as expressly provided in this Lease.
13. **Indemnity** - Notwithstanding any other provisions of the Lease, the Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:
  - (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Lessee to be fulfilled, kept, observed or performed;
  - (b) any damage to land arising out of the Lessee's use and occupation of the Premises; and
  - (c) any injury to person or persons, including death, occurring in or about the Premises and Land,

and this indemnity shall survive the Term.

14. The Lessee agrees that the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its employees, invitees, or licensees or any other person in, on or about the Premises unless resulting from the actual fault or negligence of the Lessor, but in no event shall the Lessor be liable:
- (a) for any damage caused by steam, water, rain or snow which may leak into, or flow from any part of the Land or Premises or from the pipes or plumbing works thereof or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring; or
  - (b) for any act or omission on the part of any agent, contractor or person from time to time employed by the Lessee to perform services, supervision or any other work in or about the Premises or Land.
15. **Insurance by Lessee** - The Lessee shall obtain and maintain for the Term:
- (a) a policy of Comprehensive General Liability insurance in an amount of at least Five Million (\$5,000,000.00) per occurrence, which insurance shall include the City of Maple Ridge and School District #42 as named insured; and
  - (b) a policy of insurance in respect of fire and such other perils, including sprinkler leakage as are from time to time defined in a standard commercial all-risk insurance policy covering all of the Lessee's trade fixtures and the furniture and equipment and all other contents of the Premises and plate glass insurance in an amount equal to the replacement cost thereof; which insurance shall include the City of Maple Ridge and School District #42 as named insured.
16. All insurance required to be maintained by the Lessee and tenant (s) shall be on terms and with insurers satisfactory to the Lessor and shall provide that such insurers shall provide to the Lessor thirty (30) days prior written notice of cancellation or material alteration of such terms. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee or tenant (s) shall fail to take out, renew and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall repay to the Lessor any amounts paid by the Lessor as premiums forthwith upon demand.
17. **Insurance by Lessor**
- (a) The Lessee shall not omit or permit upon the Premises anything which would cause the Lessor's cost of insurance (whether fire or liability) to be increased (and, without waiving the foregoing prohibition the Lessor may demand, and the Lessee shall pay to the Lessor upon demand the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.
18. **Lessor's Representative** - The Arts and Community Connections Recreation Manager will be designated as the Lessor's Representative for the purposes of this Lease and in their absence the Director of Parks and Facilities will act as the designate.
19. **Holding Over** - If at the expiration of the Lease the Lessee shall hold over for any reason, the tenancy of the Lessee thereafter shall be from month to month only and shall be subject to all

terms and conditions of this Lease, except as to duration, in the absence of written agreement between the Lessor and the Lessee to the contrary.

20. **Right of Entry** - The Lessor or its authorized representative may enter the Premises or Land at all reasonable times for the purposes of inspection of the Premises or Land.

21. **Strict Performance** - The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.

22. **Discretionary Terminations:**

Despite section 3 of the lease, the Lessor may at its sole discretion terminate this lease by providing 6 months written notice to the Lessee of termination. At the end of the notice period, the Lessee shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Land and the Lessor may forthwith re-enter the Land and repossess and enjoy the same.

23. **Termination for Breach** - If and whenever the Lessee:

- (a) Is in default of payment of rent for a period longer than thirty days after receipt of written notice from the Lessor to pay the same;
- (b) Is in default in performance of any of the covenants herein and has not remedied the default within thirty days of written notice from the Lessor;
- (c) Ceases to be a society in good standing under the laws of British Columbia and has not been restored to such status within thirty days of written notice from the Lessor;
- (d) Amends its constitution and bylaws to limit membership of the general public without the approval of the Lessor;
- (e) Becomes insolvent or bankrupt or the lease is seized in execution;
- (f) Abandons the Premises, vacates the Premises for a period longer than thirty days;
- (g) The Premises are damaged or destroyed to the extent that in the sole discretion of the Lessor, it will take longer than three months to restore;

The Lessor may forthwith on written notice terminate this lease and re-enter the Premises without any other notice or form of legal process and repossess and enjoy the same as of its former estate.

24. **Additional Rights** - In addition to all rights and remedies of the Lessor available to it in the event of any default by the Lessee under this Lease or otherwise, the Lessor:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Lessee, and in so doing may make any payments due or alleged to be due by the Lessee to third parties and may enter upon the Land to do any work or other things therein and in such event all expenses of the Lessor in remedying or attempting to remedy such default shall be payable by the Lessee to the Lessor forthwith upon demand;
  - (b) shall have the same rights and remedies in the event of any nonpayment by the Lessee of any amounts payable by the Lessee under any provision of this Lease as the case of a nonpayment of Rent;
  - (c) if the Lessee fails to pay any sum promptly when due, shall be entitled, upon demand, to interest on such amount at the rate charged and published from time to time by the main branch of the Lessor'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 the date of actual payment; and
  - (d) whenever the Lessor becomes entitled to reenter the Premises under any provision of this Lease, the Lessor in addition to all other rights it may have shall have the right as agent of the Lessee to enter the Premises and re-let them and to receive the rent, and as the agent of the Lessee to take possession of any furniture owned by the Lessee and to sell the same at public or private sale without notice and to apply the proceeds and any rent derived from re-letting the Premises upon account of the rent due and to become due under this Lease and the Lessee shall be liable to the Lessor for the deficiency, if any.
25. **Rights Non-Exclusive** - All rights and remedies of the Lessor are intended to be cumulative and not alternative, and the express provisions as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or the general law.
26. **Entire Agreement** - The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease, and that this Lease is the entire agreement between the parties respecting its subject matter.
27. **Governing Law** - This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
28. **Severance** - Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
29. **Time of Essence** - Time is of the essence of this Lease.
30. **Notice** - Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if served personally upon an officer of the party for whom it is intended or mailed by prepaid registered post and in the case of the Lessor addressed to:

The City of Maple Ridge  
 11925 Haney Place,  
 Maple Ridge, British Columbia V2X 6G2  
 Attention: Arts and Community Connections Recreation Manager

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society  
C/O The Maple Ridge Museum,  
22520 - 116th Avenue, Maple Ridge, B.C. V2X 8Y6

The date of the receipt of such notice shall be deemed conclusively to be the day of service if such notice is served personally, or if mailed, forty-eight (48) hours after such mailing.

31. **Enurement** - This Lease enures to the benefit of and is binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.
32. **Reference** - Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

CITY OF MAPLE RIDGE by its authorized signatory:

\_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

The MAPLE RIDGE HISTORICAL SOCIETY by its authorized signatories:

\_\_\_\_\_  
Erica Williams, President

Title

\_\_\_\_\_  
Val Patenaude, Director

Title

Date: \_\_\_\_\_

SCHEDULE "A"RULES AND REGULATIONS

The Lessee shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Lessor after consultation with the Lessee and acting reasonably as provided in the Lease):

1. The Lessee shall not use or permit the use of the Land or Premises in such manner as to create any objectionable noises or fumes.
2. The Lessee shall not abuse, misuse or damage the Land or Premises or any of the improvements or facilities therein, and in particular shall not deposit rubbish in any plumbing apparatus or use it for other than purposes for which it is intended.
3. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises and land without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Lessor to enforce them or create any liability of the Lessor for their non-enforcement.

This Lease dated for reference January 1<sup>st</sup>, 2017

BETWEEN:

**THE CITY OF MAPLE RIDGE**, a municipality incorporated in 1874 under the laws of the Province of British Columbia, having its offices at 11925 Haney Place, Maple Ridge, B.C., V2X 6G2

(the Lessor)

AND:

**MAPLE RIDGE HISTORICAL SOCIETY**, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 - 116th Avenue, Maple Ridge, B.C. V2X 8Y6

(hereinafter called the Lessee)

GIVEN THAT:

- A. The Lessor is the registered owner in fee simple of those lands and buildings commonly known as the "Maple Ridge Museum or the Brickyard House" and The Brickyard Office" both located at 22520 - 116 Avenue, Maple Ridge, B.C. Maple Ridge, B.C.

(hereinafter called the "Premises");

- B. The Lessee wishes to lease the Premises for use as a Museum and Archives, and the Lessor wishes to lease the Premises to the Lessee for this purpose on the terms and conditions set out in this Lease;

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Lease of Premises** - The Lessor hereby leases the Premises to the Lessee, on the terms and conditions and for the purposes set out in this Lease.
2. **Rent** - The Lessee shall pay the Lessor the prepaid rent for the Term of \$5.00 (the "Rent"), the receipt of which is hereby acknowledged by the Lessor.
3. **Term** - The term of this Lease ("Term") and the rights granted by it shall be for a period of two (2) years beginning on January 1, 2017 and terminating on December 31, 2018, subject to earlier termination pursuant to the terms of this Lease.
4. **Lessee's Covenants** - The Lessee covenants and agrees with the Lessor as follows:
  - (a) to use the Premises only as a site for a museum and archives;
  - (b) to at all times maintain the Lessee in good standing as a non-profit society whose membership is open to the public;

- (c) not to make or construct in, on or to the Premises any alterations or other improvements (collectively, "Improvements") without obtaining the Lessor's prior written consent, and to provide to the Lessor plans showing the design and nature of construction of the proposed Improvements and their proposed location, and all such Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner, and shall thereafter be maintained by and at the cost and expense of the Lessee, to the Lessor's satisfaction;
- (d) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Premises or to the surrounding land;
- (e) not to cause, maintain or permit any thing that may be or become a nuisance or annoyance in, on or from the Premises to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind;
- (f) to heat the Premises as necessary to prevent damage from frost;
- (g) to promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises , including without limitation, all taxes, duties, levies, charges and assessments, permit and license fees, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges;
- (h) and keep the Premises in good condition and repair and a neat, tidy, safe, clean and sanitary condition, including without limitation all day to day maintenance and repairs to the structure, electrical, plumbing, heating, air conditioning, machinery, equipment facilities, interior painting, and fixtures including glass to a standard befitting public facilities used for a similar purpose, at the Lessee's sole expense;

The Society shall have exclusive and absolute care, custody and control of the Premises and the equipment contained therein during the terms of this agreement. Equipment and facility operating and preventative maintenance, minor repairs, and equipment replacement shall be the responsibility of the Society. Structural facility repairs, roofing and replacement of heating, plumbing, air, electrical and ventilating systems, exterior painting and floor replacements shall be funded by the City of Maple Ridge;

- (i) not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Premises but rather to dispose of the same regularly and continuously, in order to maintain the Premises in a condition befitting public facilities used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak onto the land or into, drains or sewers on or adjacent to the Premises is in compliance with all applicable laws;
- (j) to carry on and conduct its activities in, on and from the Premises in compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon or from the Premises in contravention thereof;
- (k) to observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule 'B', and such further and other rules and regulations of the Lessor, acting

reasonably after consultation with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;

- (l) not to assign or transfer this Lease or sublet all or any part of the Premises or to part with possession of the whole or any part of the Premises.
- (m) to promptly discharge any builders' lien which may be filed against the title to the Premises relating to any work or construction which it undertakes on or to the Premises.
- (n) that the Lessor shall have free usage of the demised premises PROVIDED HOWEVER that all booking procedures are followed as established by the Lessee. The Lessor will pay any reasonable equipment charges for use of Societies program equipment as outlined in the fees policy of the Lessee

5. **Taxation** - The Lessee acknowledges and agrees that it is solely responsible for the payment of all property taxes and assessments levied against the Premises during the Term. The Lessee may in each year apply to the City of Maple Ridge for an exemption from taxation in accordance with the *Local Government Act* and *Community Charter* provisions in force from time to time, and may apply for financial assistance from the City of Maple Ridge. However, the Lessee acknowledges that such grants and exemptions are within the sole discretion of the City of Maple Ridge Council and cannot in any way be guaranteed or relied upon.
6. **Net Lease** - Without limiting any other provisions in this Lease, the Lessee agrees that this Lease shall be net to the Lessor and the Lessee shall promptly pay when due its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the operation and maintenance of the Premises.
7. **Maintenance** - If during the Term the Lessee defaults in its obligations to maintain the Premises and all Improvements, the Lessor may give written notice specifying the respect in which such maintenance is deficient, and the Lessee shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Lessee has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Lessor, the Lessor may enter upon the Premises and perform such maintenance as is in the Lessor's opinion required, at the sole cost and expense of the Lessee, plus such additional charge as may then be applicable in accordance with the policies of the Lessor for administration and overhead, provided that nothing in this section requires the Lessor to perform any maintenance during the Term;

Such expenditure of the Lessor shall be payable to the Lessor by the Lessee as rent owing and due, and may be collected by the Lessor in the same manner and with the same remedies as rent in arrears.

8. **Condition at End of Term** - Upon the expiration or earlier termination of this Lease, the Lessee shall leave the Premises in a clean, neat and sanitary condition satisfactory to the Lessor.
9. If the Lessee fails to leave the Premises in the condition required by this Lease, the Lessor may do so on behalf of the Lessee and the Lessee shall, on demand, compensate the Lessor for all costs incurred by the Lessor.

10. All alterations to or leasehold improvements made in or upon the Premises after the commencement of the Term shall immediately upon termination of the Lease become the Lessor's sole property without any compensation to the Lessee. Except to the extent otherwise expressly agreed by the Lessor in writing, no leasehold improvements shall be removed by the Lessee from the Premises during the Term except that the Lessee may at the end of the Term remove its trade fixtures. The Lessee shall, in the case of every removal, either during or at the end of the Term, make good any damage caused to the Premises by the installation and removal.
11. **Acknowledgment and Agreements of the Lessee** - The Lessee acknowledges and agrees that:
- (a) the Lessor has given no representations or warranties with respect to the Premises, including without limitation with respect to the suitability of the Premises for the Lessee's intended use for the Premises;
  - (b) the Lessee has the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease; and
  - (c) the Lessee leases the Premises on an as is basis and the Lessor has not made any representations, warranties or agreements as to the condition of the Premises.
12. **Quiet Possession** - The Lessor covenants and agrees with the Lessee to permit the Lessee, so long as the Lessee is not in default of the Lessee's obligations under this Lease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the Lessor or those claiming by, from or under the Lessor except as expressly provided in this Lease.
13. **Indemnity** - Notwithstanding any other provisions of the Lease, the Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:
- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Lessee to be fulfilled, kept, observed or performed;
  - (b) any damage to property arising out of the Lessee's use and occupation of the Premises; and
  - (c) any injury to person or persons, including death, occurring in or about the Premises,
- and this indemnity shall survive the Term.
14. The Lessee agrees that the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its employees, invitees, or licensees or any other person in, on or about the Premises unless resulting from the actual fault or negligence of the Lessor, but in no event shall the Lessor be liable:
- (a) for any damage caused by steam, water, rain or snow which may leak into, or flow from any part of the Premises or from the pipes or plumbing works thereof or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring; or

- (b) for any act or omission on the part of any agent, contractor or person from time to time employed by the Lessee to perform services, supervision or any other work in or about the Premises.

15. **Insurance by Lessee** - The Lessee shall obtain and maintain for the Term:

- (a) a policy of Comprehensive General Liability insurance in an amount of at least Five Million (\$5,000,000.00) per occurrence, which insurance shall include the City of Maple Ridge and School District #42 as named insured; and
- (b) a policy of insurance in respect of fire and such other perils, including sprinkler leakage as are from time to time defined in a standard commercial all-risk insurance policy covering all of the Lessee's trade fixtures and the furniture and equipment and all other contents of the Premises and plate glass insurance in an amount equal to the replacement cost thereof; which insurance shall include the City of Maple Ridge and School District #42 as named insured.

16. All insurance required to be maintained by the Lessee shall be on terms and with insurers satisfactory to the Lessor and shall provide that such insurers shall provide to the Lessor thirty (30) days prior written notice of cancellation or material alteration of such terms. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee shall fail to take out, renew and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall pay to the Lessor any amounts paid by the Lessor as premiums forthwith upon demand.

17. **Insurance by Lessor**

- (a) The Lessor shall insure and keep insured to their full replacement value, for the Term, all buildings, structures, fixtures and equipment of the Premises (other than the Lessee's trade fixtures and contents) against loss or damage by fire and against loss by such other insurable hazards as it may from time to time reasonably require.
- (b) The Lessee shall not omit or permit upon the Premises anything which would cause the Lessor's cost of insurance (whether fire or liability) to be increased (and, without waiving the foregoing prohibition the Lessor may demand, and the Lessee shall pay to the Lessor upon demand the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

18. **Lessor's Representative** - The Arts and Community Connections Recreation Manager will be designated as the Lessor's Representative for the purposes of this Lease and in their absence the Director of Parks and Facilities will act as the designate.

19. **Additions to Premises** - The Lessor may from time to time during the Term add or extend the Premises and to lease such extensions or additions to third parties. In exercising such rights, the Lessor agrees to have prior consultation with the Lessee and to put the Lessee to no unnecessary inconvenience and not to unreasonably interfere with the Lessee's use of the Premises.

20. **Holding Over** - If at the expiration of the Lease the Lessee shall hold over for any reason, the tenancy of the Lessee thereafter shall be from month to month only and shall be subject to all

terms and conditions of this Lease, except as to duration, in the absence of written agreement between the Lessor and the Lessee to the contrary.

21. **Right of Entry** - The Lessor or its authorized representative may enter the Premises at all reasonable times for the purposes of inspection of the Premises.
22. **Strict Performance** - The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.
23. **Discretionary Terminations:**  
  
Despite Section 3 of the lease, the Lessor may at its sole discretion terminate this lease by providing 6 months written notice to the Lessee of termination. At the end of the notice period, the Lessee shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Premises and the Lessor may forthwith re-enter the Premises and repossess and enjoy the same.
24. **Distress** - If and whenever the Lessee shall be in default of the payment of any money, whether hereby expressly reserved or deemed as Rent or any part thereof, the Lessor may without notice or any form of legal process whatsoever, enter upon the Premises and seize, remove and sell the Lessee's goods, chattels and equipment therefrom and seize, remove, and sell any goods, chattels and equipment at any place to which the Lessee or any other person may have removed them in the same manner as if they had remained and been distrained upon the Premises, notwithstanding any rule of law or equity to the contrary, and the Lessee hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Lessor's right of distress.
25. **Termination for Breach** - If and whenever the Lessee:
  - (a) Is in default of payment of rent for a period longer than thirty days after receipt of written notice from the Lessor to pay the same;
  - (b) Is in default in performance of any of the covenants herein and has not remedied the default within thirty days of written notice from the Lessor;
  - (c) Ceases to be a society in good standing under the laws of British Columbia and has not been restored to such status within thirty days of written notice from the Lessor;
  - (d) Amends its constitution and bylaws to limit membership of the general public without the approval of the Lessor;
  - (e) Becomes insolvent or bankrupt or the lease is seized in execution;
  - (f) Abandons the Premises, vacates the Premises for a period longer than thirty days;

- (g) The Premises are damaged or destroyed to the extent that in the sole discretion of the Lessor, it will take longer than three months to restore;

The Lessor may forthwith on written notice terminate this lease and re-enter the Premises without any other notice or form of legal process and repossess and enjoy the same as of its former estate.

26. **Rights Non-Exclusive** - All rights and remedies of the Lessor are intended to be cumulative and not alternative, and the express provisions as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or the general law.
27. **Entire Agreement** - The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease, and that this Lease is the entire agreement between the parties respecting its subject matter.
28. **Governing Law** - This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
29. **Severance** - Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
30. **Time of Essence** - Time is of the essence of this Lease.
31. **Notice** - Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if served personally upon an officer of the party for whom it is intended or mailed by prepaid registered post and in the case of the Lessor addressed to:

The City of Maple Ridge  
11925 Haney Place,  
Maple Ridge, British Columbia V2X 6G2  
Attention: Arts and Community Connections Recreation Manager

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society  
C/O The Maple Ridge Museum,  
22520 - 116th Avenue, Maple Ridge, B.C.  
V2X 8Y6

The date of the receipt of such notice shall be deemed conclusively to be the day of service if such notice is served personally, or if mailed, forty-eight (48) hours after such mailing.

32. **Enurement** - This Lease enures to the benefit of and is binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.

33. **Reference** – Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

CITY OF MAPLE RIDGE by its authorized signatory:

\_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

The MAPLE RIDGE HISTORICAL SOCIETY by its authorized signatories:

\_\_\_\_\_  
Erica Williams, President  
Title

\_\_\_\_\_  
Val Patenaude, Director  
Title

Date: \_\_\_\_\_

SCHEDULE "A"

The Lease made between

The City of Maple Ridge, as Lessor, and

The Maple Ridge Historical Society, as Lessee

RULES AND REGULATIONS

The Lessee shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Lessor after consultation with the Lessee and acting reasonably as provided in the Lease):

1. The Lessee shall not use or permit the use of the Premises in such manner as to create any objectionable noises or fumes.
2. The Lessee shall not abuse, misuse or damage the Premises or any of the improvements or facilities therein, and in particular shall not deposit rubbish in any plumbing apparatus or use it for other than purposes for which it is intended.
3. The Lessee shall not permit access to main header ducts, janitors and electrical closets and other necessary means of access to mechanical, electrical and other facilities to be obstructed by the placement of furniture or otherwise. The Lessee shall not place any additional locks or other security devices upon any doors of the Premises without immediately notifying the Lessor and subject to any conditions imposed by the Lessor for the maintenance of necessary access.
4. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Lessor to enforce them or create any liability of the Lessor for their non-enforcement.
5. The Lessee and Lessor will conduct an annual inspection of the buildings to determine the status of repair and establish a yearly maintenance plan.

## City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Maple Ridge-Pitt Meadows Agricultural Association Operating Agreement -  
Renewal

**MEETING DATE:** June 13, 2017  
**FILE NO:**  
**MEETING:** Council

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### EXECUTIVE SUMMARY:

The Operating Agreement attached for consideration is a renewal to a previous agreement between the City and the Maple Ridge Pitt Meadows Agricultural Association (the Association). The term of this agreement is three years to cover 2017 through 2019. The Association produces one of the best long standing agricultural fairs in Canada and delivers agricultural education to the community year round.

### RECOMMENDATION:

That the Maple Ridge-Pitt Meadows Agricultural Association's Operating Agreement dated January 1, 2017 be approved for a three year term; and,

That the Corporate Officer be authorized to execute the agreement.

### DISCUSSION:

#### a) Background Context:

The Association will be celebrating its 116th annual fair in July at the Albion Fairgrounds, and has the distinction of being the oldest association in Maple Ridge. The Association has grown to become a very popular attraction for our community and also for the region. Countryfest continues to be one of the best agricultural fairs regionally and nationally and has won many awards and accolades. Last year Mr. Tom Cameron, Past President, was awarded the National Fair Champion for outstanding contributions towards Fairs/Agricultural displays by the Canadian Association of Fairs and Exhibitions. His dedication and hard work, in addition to the contributions of many other volunteers and the Association's staff, have made the Countryfest exceptional. Recently the Association was successful in their grant application for Canada 150 celebrations to expand activities during the Fair and a RCMP Musical Ride in August.

The Association strongly believes that the "free gate" has played a significant role in the growth of the annual event as the low cost makes it accessible to many families. In addition to the Fair, they provide agricultural education activities, promote food security and participate on the Agricultural Advisory Committee of Council. They are involved in many community partnerships.

In 2015, the Maple Ridge Community Grant annual allocation to the Association was combined with the Festivals Support Fund annual allocation under one Operating Agreement format. This streamlined approach has worked well for both the Association and City, improving efficiencies and providing stability for the organization through multi-year funding. Renewing the Operating Agreement would be beneficial for both parties and the community to have access to agricultural information and experiences. There are no changes to the operating agreement and the term of three years has been the practice for community partners with an operating agreement. It should be noted that there is a clause in the Agreement that allows either party to cancel the agreement with notification, specifically six months notice (180 days).

**b) Desired Outcome:**

The desired outcome is to increase education and understanding of the importance of agriculture and food security in our community and provide assistance towards the sustainability of this long standing community-based organization.

**c) Strategic Alignment:**

The recommendation aligns with the 2010 Parks, Recreation and Culture Master Plan directions (6.5 Cultural Facilities, Arts, Culture and Heritage).

**d) Citizen/Customer Implications:**

The proposed updated agreement contributes to encouraging positive agricultural opportunities, education and citizen engagement in local agriculture and food security, as well as the development of a safe, affordable, vibrant, and livable community.

**e) Interdepartmental Implications:**

The Association also works with Engineering, RCMP, Fire and Communications in their event planning process through the Intradepartmental Municipal Events Committee.

**f) Business Plan/Financial Implications:**

The proposed agreement renewal aligns with the business plan goals. Funding of the Agricultural Association is included in the 2017-2021 approved financial plans for \$17,000/year.

**CONCLUSIONS:**

The operating agreement with the Agricultural Association demonstrates civic support of a historical legacy that showcases agriculture and farming for future generations. Staff recommends that Council approve this renewal for 2017 through 2019.

“Original signed by Yvonne Chui”

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*Prepared by:* Yvonne Chui, Recreation Manager, Arts & Culture

“Original signed by Wendy McCormick”

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*Reviewed by:* Wendy McCormick, Director Recreation

“Original signed by Kelly Swift”

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

“Original signed by E.C. Swabey”

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*Concurrence:* **E.C. Swabey**  
**Chief Administrative Officer**

:yc  
Attachment:  
Agricultural Association Operating Agreement  
Policies P092, P100 and P127

# AGRICULTURAL ASSOCIATION OPERATING AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of June, 2017

BETWEEN:

**CITY OF MAPLE RIDGE** 11995 Haney Place, Maple Ridge, B.C.V2X 6A9  
(the "City")

OF THE FIRST PART

AND

**MAPLE RIDGE / PITT MEADOWS AGRICULTURAL ASSOCIATION**, a society duly incorporated under the Societies Act of the Province of British Columbia and registered under number S-0019037, having an office at the Albion Fairgrounds, Maple Ridge, B.C., V2X 6G1

(the "Association")

OF THE SECOND PART

WHEREAS:

- A. The City and the Association desire to provide for the co-ordination and provision of agricultural and farming programs and services for the benefit of the residents of Maple Ridge and to provide for the operation of the annual Country Festival (the "Country Fair") at the Albion Fairgrounds (the "Fairgrounds") as particularized in Part II of this Agreement (the "Operations");
- B. The Association is a leadership organization that plays a key role to strengthen community agriculturally based groups; to build community wide connections and networks and to encourage an understanding of farming and agriculture in creating a healthy, vibrant community;
- C. The Association operates as a not-for-profit member based organization governed by a Board of Directors and managed by paid staff dedicated to promoting and encouraging appreciation for agriculture as stated and outlined in the Association's Constitutional Purposes (attached hereto as Schedule A). It has the capacity to align activities, programs and operations with the Association's Constitution;
- D. The City is prepared to pay an operating grant to the Association towards the annual production of the Country Fair and provision of agricultural programs and services for the community;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and of other good or valuable consideration provided for herein (the receipt and sufficiency whereof is hereby acknowledged by each of the parties), the parties hereto agree as follows:

## **PART I – Agreement**

The term of this Operating Agreement is three years, commencing the 1<sup>st</sup> day of January 2017 and expiring on the 31<sup>st</sup> day of December, 2019.

## **PART II – OPERATIONS OF ANNUAL FESTIVAL AND AGRICULTURAL EDUCATION AND FUNDING**

### **Operating Funds**

1. The City agrees to pay to the Association the following funds to manage and operate the annual Country Fair and towards the provision of agricultural programs and services in accordance with and subject to the terms and conditions outlined in the Agreement:
  - a. For the 2017 calendar year, an annual amount of \$17,000, to be paid in two equal installments on Jan. 31 and July 31;
  - b. For the 2018 calendar year, an annual amount of \$17,000 to be paid in two equal installments on Jan. 31 and July 31
  - c. For the 2019 calendar year, an annual amount of \$17,000 to be paid in two equal installments on Jan. 31 and July 31

(collectively, the “Operating Funds”)

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

### **Conditional Entitlement**

2. The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City’s annual budget. The City shall budget for the Operating Funds; however, it is understood and acknowledged that if the Operating Funds budgeted by the City are reduced, the City and the Association agree to review and proportionally reduce the level of responsibilities to be provided by the Association under this Agreement.

### **City’s Covenants**

3. The City agrees, on behalf of the Municipalities:
  - a. to assign a staff liaison (the “Staff Liaison”) to attend the meetings of the Board of Directors of the Association and the general meetings of the Association including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Association as needed;
  - b. the Staff Liaison shall be the manager of this Agreement on behalf of the City;
  - c. to provide to the Association advertising space in its Arts and Recreation Guide (the “Guide”) for its major agriculture programs and services within the festivals listings page in the Guide and as space may become available as determined by the City, without cost to the Association, and to do its utmost to promote and publicise the Association’s programs and services through the distribution of the Guide and any other avenues that may be available and appropriate;

- d. to provide access to the Fairgrounds for the Association's additional agricultural programs at no cost, waiving base rent and pending availability based on the Association's historic use of this property. The Association will be responsible for any additional expenses incurred by the City beyond base rent (e.g. Parks staff provides some labour assistance with set up and tear down for the annual Country Fair which is paid by the Association using a portion of the operating grant).

For other additional uses, the City will provide access to parks, recreation and culture facilities other than the Fairgrounds in accordance with current booking and scheduling policies and procedures, and will charge the Association in accordance with the current fees and charges policy (see website [www.mapleridge.ca](http://www.mapleridge.ca)), noting that the Association shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Association will be responsible for any additional related expenses in operating a program from any of these facilities.

#### Association's Covenants

#### 4. The Association agrees with the City:

- a. to operate the annual Country Fair and agricultural programs in accordance with this Agreement for the intended purposes of the Fairgrounds including farming and agricultural programs, exhibitions, attractions, community heritage gatherings, meetings, presentations, and events and for no other purpose save and except that which may be approved by the City from time to time. The Association will establish operating policies and procedures for its programs in line with its business plan;
- b. to provide the agricultural and farming programs and services which will be functioning primarily within the City's geographic area of jurisdiction, within the limits of available resources;
- c. to deliver agricultural programs and services that take into consideration the following City's performance focus areas:
  - i. community capacity building,
  - ii. collaborative community planning,
  - iii. community engagement in agriculture,
  - iv. quality arts/cultural experiences related to agriculture,
  - v. efficient and sustainable operations,
  - vi. organizational capacity building;
- d. when developing agricultural programs and services, to take into consideration a community development approach to provide member agriculture groups, community groups, school district, business and individuals the opportunities to connect, link, learn together, share assets and common interests, network and co-create through agriculture and farming where possible;

- e. to actively participate in collaborative planning opportunities and city-wide initiatives related to agriculture and farming (e.g. Agricultural Advisory Committee, promotions, volunteerism, assessments and community development) that align with City's policies, vision and goals for the community and partners at large and the Association's goals within available resources;
- f. to provide equal and reasonable opportunity for access to the Associations programs and services for all local organizations and residents;
- g. to respond to requests from schools and introduce students to the community's farming heritage and the importance of agriculture as resources permit;
- h. to plan, promote and coordinate all aspects of a diversity of agricultural and farming activities and educational programming including the annual Country Fair for all age groups in similar variety, quantity, and quality to those provided in communities of similar size in the Province of British Columbia which provide similar resources for such services as are included in this Agreement. Further the City recognizes that funding beyond the Agreement is required to undertake all programs, operations and services;
- i. within the Association's available resources, to conduct surveys and evaluations and compile and analyze statistics and data on programs and services to inform and meet business planning processes, monitoring and reporting requirements;
- j. to advertise the agriculture and cultural programs in the City's Parks, Recreation and Culture Guide, space permitting, in accordance with all deadlines and standards established by the City for the production of the Guide in addition to utilizing other appropriate advertising methods;
- k. to encourage participation and provision of training and professional development opportunities for the Board of Directors, staff and volunteers of the Association within available resources in the Association's annual budget as part of best practises for a non-profit organization and in accordance with the Association's governance policy;
- l. to use good board governance practices and procedures including understanding of fiduciary duties;
- m. to apply and maintain quality human resources management practices for non-profit organizations of similar size, scale and scope including:
  - (i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations as per City policy,
  - (ii) appropriate levels of supervision for all direct and partnered activities and programs;
- n. to seek funding from diverse sources including grants, sponsorships and fundraising endeavours as best practices;
- o. to operate the annual Country Fair and agricultural programs in an efficient, effective and sustainable manner that takes into consideration the long term viability of the programs;

- p. to acknowledge the support of the Association, its programs and activities by the City as applicable in appropriate communications and promotional materials used to promote these activities and where space permits. The Association shall provide such acknowledgement by using the logos and/or names of the City of Maple Ridge in accordance with prescribed standards;
- q. to obtain and maintain during the term of this Agreement, at the Association's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Association, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than \$5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail, and shall name the City of Maple Ridge, the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows), RG Properties and Golden Ears Winter Club Society as additional insured parties and shall provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party. In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Association and the Association hereby appoints the City as the Association's lawful attorney to do all things necessary for that purpose;
- r. to deliver a copy of each insurance policy required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance on request by the City;
- s. to maintain its status as a society in good standing with the Registrar of Companies for the Province of British Columbia and to function in accordance with the policy attached hereto as Schedule C;
- t. to maintain an open membership which will ensure all citizens of Maple Ridge may become members of the Association;
- u. not to amend the Constitution or the bylaws of the Association without first informing the City of the intended amendment;
- v. not to suffer, permit or allow any unlawful activities or conduct or any nuisance to exist nor suffer, permit or allow any conduct or activity that is in breach of the Human Rights Code;
- w. to occupy and use the Fairgrounds during the annual agricultural Country Fair and programming purposes in accordance with all the terms and conditions of any licenses issued by any governmental authority;
- x. to obtain and keep current all permits and licenses required by law to be obtained to operate the Fairgrounds and to fulfill the Association's obligations; and

- y. to permit the Staff Liaison and the City's representative's to attend meetings of the Association's Board of Directors as required.

#### **Business Plan & Financial Statements**

- 8. The Association must provide to the City:
  - (a) a detailed business plan and a budget each year no later than March 1st, for the operation of the annual Country Fair at the Fairgrounds, and for the delivery of the its programs and activities for review by the Staff Liaison (attached as Schedule B);
  - (b) Annual Report information and as requested a presentation each May following the Association's AGM to the City including:
    - (i) annual financial statements; and
    - (ii) annual statistics on use, program and participation attendance numbers for scope of programs and services offered, volunteer information and other relevant data;
  - (c) reporting on the City's performance focus areas listed in section 4(a-c), that will be further defined through the development of a mutually agreed upon framework for annual reporting; and
  - (d) two year comparative statistics including projected year, based on the Association's fiscal year, provided to the Staff Liaison each fall for department business planning purposes.
- 9. The parties agree that equipment purchased through grants applied for by the Association remain the property of the Association if required under the conditions of the respective grant.

#### **Indemnity**

- 10. The Association will:
  - (a) release the City of Maple Ridge and agrees not to sue the City in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the the City of Maple Ridge to perform its obligations under this Agreement; and
  - (b) indemnify, defend and save harmless the City of Maple Ridge, their elected officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits, liability, demands, actions, proceedings, costs (including legal costs), damages and expenses whatsoever, by whomsoever brought arising from:
    - (i) any breach, violation, default or non-performance by the Association of any provision of this Agreement;
    - (ii) any act, omission, or negligence of the Association, its officers, directors, members, contractors, volunteers or others of the Association

- (iii) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the Fairgrounds or the Operations of the Association..

The indemnity contained in this Agreement survives the expiry or earlier termination of this Agreement.

### **PART III – GENERAL PROVISIONS**

11. The parties agree:

- a. this Agreement shall come into effect on January 1, 2017, and shall expire and cease to be binding on the parties on December 31, 2019, provided that any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;
- b. the terms of this Agreement may be reviewed and revised with the mutual consent of all parties;
- c. neither the City has made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Association other than those contained in this Agreement;
- d. nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Association;
- e. wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;
- f. the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- g. nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Association as anything other than an independent contractor;
- h. no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;
- i. no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled or unless written consent or approval relating to the specific matter has first been obtained. Nor prior consent or approval and no condoning, excusing or overlooking by the City on previous occasions when such consent or approval was

required shall be taken to operate as a waiver of the necessity for such consent or approval wherever required;

- j. time shall be of the essence of this Agreement; and
- k. this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

**THE CITY OF MAPLE RIDGE**  
in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

**MAPLE RIDGE / PITT MEADOWS AGRICULTURAL ASSOCIATION**  
in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name and Title

**Schedule "A"**  
Association's Constitution

1. The name of the society is Maple Ridge/Pitt Meadows Agricultural Association.
2. The purposes of the society are:
  - a. Encourage the cultivation of the soil and the general development of all agricultural resources of the District, and to foster every branch of Mechanical and Household Arts calculated to increase the happiness of Home Life.
  - b. To host an annual Agricultural Fair.
  - c. To do everything incidental and necessary to promote and attain the foregoing objects throughout the Municipalities of Maple Ridge and Pitt Meadows.
3. The society shall be carried on without purpose of gain for its members and any profits or other accretions to the society shall be used for promoting its objects.
4. In the event that the Association should at any time be wound up or dissolved, the remaining assets after payment of all debts and liabilities shall be turned over to a recognized charitable organization in the province or elsewhere in Canada as directed by the members.
5. Clauses 3, 4, & 5 are unalterable in accordance with Section 22 of the Societies Act.

**Schedule "B"**

**BUSINESS PLAN 2017-2018**

See attached.

## **Schedule "C"**

### **CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO AN OPERATING AGREEMENT**

1. That the group maintain its status as a registered society in good standing with the Provincial Registrar of Companies.
2. That the purposes of the Association listed in its Constitution encompass the programs and services for which the agreement is being entered into.
3. That the Association dissolution clause in its Constitution identify that the assets of the Association shall go to a local organisation with similar purposes or to the appropriate local government authority (eg. the City of Maple Ridge) upon dissolution of the Association.
4. That the Association's Bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organisation at a reasonable annual cost.
5. That the Association's Bylaws provide for regular (annual) elections to the Board of Directors from the Membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). The by laws should also provide for a maximum number of terms a member may serve on the Board before stepping down for at least one term.
6. That an audited financial statement be presented to the City on an annual basis if the operating grant is for an amount over \$75,000 annually. If the operating grant is for a smaller amount a statement must be presented which is subject to audit at the discretion and expense of the City.
7. That a detailed annual report of the programs and services provided to the community by the Association be provided to the City.
8. That the books and records of the Association are available to the City or its representatives for inspection at any time upon 24 hours notice having been provided requesting such notice.
9. That any changes to the Constitution or Bylaws of the Association be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.
10. That the Association prepares and presents a two year financial plan for its operations to the City on an annual basis.



**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Festival Grant Program Recommendations – Intake Two

**MEETING DATE:** June 13, 2017  
**FILE NO:**  
**MEETING:** Council

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**EXECUTIVE SUMMARY:**

Applications for festival support were reviewed by an internal Festival Grant Committee on May 15 and evaluated with reference to the benefit criteria outlined in the Festival Support Policy. The financial documentation supplied by the applicants was also examined to ensure that event organizers had clearly demonstrated the need and justification for financial support. The Committee's detailed recommendations for support allocations are outlined in the summary chart (attached).

The eligible community groups provide free or low-cost volunteer-driven celebrations which, promote local community spirit, identity and aligns with the City's culture, tourism and branding strategies.

**RECOMMENDATION:**

**That the festival support allocations outlined in the Festivals Support Grant Program Summary Chart 2017 – Intake Two attached to the report dated June 13, 2017 for a total of \$13,000 be approved.**

**DISCUSSION:**

**a) Background Context:**

The first intake of the Festival Support Grant Program was completed in February and this report deals with recommendations for the second intake. The Festival Support Grant Program has two intakes annually. Applications were reviewed by a committee comprised of Lino Siracusa, Manager of Economic Development, Valoree Richmond, Manager of Parks Planning & Operations, Yvonne Chui, Arts and Community Connections Manager, and Kathryn Baird, Coordinator of Special Events and Volunteers. These departmental stakeholders are in a position to assist with the alignment of festivals with civic goals in tourism, economic development and community development.

The committee followed the established festival support guidelines to ensure consistency in decision-making and some flexibility was acknowledged to accommodate costs related to the expansion of activities, increased production costs including safety related requirements and alignment with the civic strategies.

Three eligible community festival funding applications for events taking place November 1, 2017 to April 30, 2018 were reviewed. In this second intake of applications, these three community festivals were allocated an amount of \$9,500 and \$3,500 was reserved for grassroots and new events as described in the attached Festivals Support Grant Program Summary Chart Intake 2. The grassroots and new events submissions will be reviewed by staff on an on-going basis throughout the year as per the Festivals Policy. The total approved 2017 festival grant funding budget is \$64,320.

Applicants' requests were for essential event production requirements such as insurance, safety equipment, public health and volunteer program expenses. Many of these production expenses continue to increase as the respective events grow in size and complexity. Staff will bring forward some considerations for Council in the 2018 business plan process to address some of these logistical and basic supports to grow festivals and develop a stronger alignment with the tourism and cultural plan strategies through a phased approach.

**b) Desired Outcome:**

Community festivals provided to local residents and tourists by volunteer festival organizers are successful and effective, supporting opportunities for citizens to contribute to community and for citizens to connect and participate in their community.

**c) Strategic Alignment:**

As per the Parks, Recreation and Cultural Master Plan (2010) increasing the quality, scope and diversity of festivals and special events contributes towards recognizing Maple Ridge as a destination and community with rich arts and culture opportunities.

**d) Business Plan/Financial Implications:**

The recommended level of funding falls within the budget guidelines and it allows for the funding of new events as requests come forward throughout the year.

It is recognized that encouraging citizens to develop their creative potential and sense of community through special events and festivals contributes to building a healthy, vibrant and engaged community. These activities contribute towards a vision for a complete community and support the local economy. In 2016, the festival groups' total estimated budget was over \$480,000 which demonstrates the value that the Festival Support Fund generates to attract additional funding through sponsorships, grants and other income. Citizen engagement is integral to Council's strategic plan.

**e) Policy Implications:**

As per Festival Support Policy P100. We are currently guided by the existing Commission policies. The process to transition Commission policies to City of Maple Ridge policies is currently underway and will be presented to Council for consideration shortly.

**CONCLUSIONS:**

An evaluation of all festival applications was conducted by the Festival Grant Committee and the recommendation is that festival applications receive the level of financial support as outlined in the Festival Review Chart – May 2017 for a total of \$13,000 in the second intake. Special events and festivals contribute towards making Maple Ridge a fun destination for locals and visitors and encourages stronger community spirit and community engagement.

"Original signed by Yvonne Chui"

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*Prepared by:* Yvonne Chui, Arts and Community Connections Manager

"Original signed by Lino Siracusa"

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*Reviewed by:* Lino Siracusa, Manager Economic Development

“Original signed by Wendy McCormick”

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*Reviewed by:* Wendy McCormick, Director Recreation

“Original signed by Kelly Swift”

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

“Original signed by E.C. Swabey”

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*Concurrence:* **E.C. Swabey**  
**Chief Administrative Officer**

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Attachments:

Festival Support Grant Program Summary Chart 2017 - Intake Two

Festival Policy P100

# Festivals Support Grant Program Summary Chart 2017 - Intake 2

June 13, 2017

RECOMMENDED ALLOCATIONS 2nd INTAKE	2017 Recommended	\$ Difference between 2016 Approved & 2017 Recommended	2016 Approved
Grassroots and New Events Reserve	\$3,500	-\$3,300	\$6,800
<b>Festival Name/Organization</b>			
<i>Large Festivals</i>			
Maple Ridge Christmas Festival	\$5,500	\$500	\$5,000
<i>Mid-Sized Festivals</i>			
Earth Day	\$3,000	\$500	\$2,500
Christmas Haven	\$1,000	\$0	\$1,000
Subtotal (community applications)	\$9,500		\$8,500
RECOMMENDED Grand Total 2nd Intake, June 2017 (including	\$13,000		\$15,300
<b>Grant Allocations</b>			
Total Approved by Council for 1st intake	\$51,320		\$40,588
Total Recommended for 2nd intake	\$13,000		\$15,300
<b>BUDGET APPROVED</b>	\$64,320		\$55,888

Title: <b>POLICY: FESTIVAL SUPPORT</b>	Policy No. P100
	Supercedes: 2010-09-09
Authority: Operational	Effective Date: 2014-02-13
Approval: PLS Commission	Review Date: 2014-02-13
<b>Policy Statement:</b>  Parks and Leisure Services will support the growth and development of festivals and events by utilizing the community development approach to build community capacity and vibrancy. Financial and in-kind support will be provided to qualified festival groups in accordance with guidelines established by the Maple Ridge Pitt Meadows Parks and Leisure Services.	

## **PURPOSE:**

Festivals and events enhance citizen's quality of life and are an essential element in creating complete communities. The experiences and benefits derived from festivals and events have significant value by citizens and visitors and are a vital ingredient in the municipality's on-going development as an active and vibrant City.

Applications for festivals support will be assessed based on benefits criteria to the community that includes:

- Encouraging community identity and spirit
- Providing opportunities for economic development
- Building community involvement
- Demonstrating a sense of responsibility to the community

Events will encourage community development that builds the capacity of local residents and the power of local associations and institutions which contributes to a stronger, more sustainable community for the future.

The policy will contribute to developing increased vibrancy and community sustainability in Maple Ridge and Pitt Meadows. Through this policy, Commission is committed to supporting:

- A vibrant and diverse range of festivals and events
- Opportunities to celebrate history, living heritage and diverse cultural character
- Growth of volunteerism
- Growth of tourism and attracting businesses and people interested in active and vibrant communities
- Safe communities

This policy provides a foundation for the development, management and resource allocation of grants and services through Parks and Leisure Services by:

- Articulating a clear definition of festivals supported by the Commission.
- Establishing guidelines that ensure consistent implementation of the policy when reviewing requests for financial and in-kind support from qualified festival groups through the Festivals Sub-Committee and Inter-Municipal Events Committee. All requests will be considered within the context of available resources and benefits to the community.
- Commission annually appointing a Festivals Sub-Committee (3 members of Parks and Leisure Services Commission) to work with staff and review applications and make recommendations for Festival Support Funding allocation to be considered by Commission.

## **DEFINITIONS:**

### **Definitions:**

#### **Festival:**

A free or low-cost volunteer-driven celebration, entertainment or activity that is accessible, promotes community spirit, identity and responsibility and is promoted to the general public including Maple Ridge and Pitt Meadows residents and tourists. For the purpose of clarity and this policy, the term “festival” does not include sporting events, tournaments, artistic competitions or exhibits, religious causes or commercial events.

#### **Qualified festival group:**

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

#### **Available resources:**

The budget established through the Parks and Leisure Services Commission to support qualified Maple Ridge and Pitt Meadows festival groups, plus in-kind allocations including parks, facility and equipment use or staff time provided by the Commission, the Parks and Leisure Services Festival and Volunteer Office, or other Municipal Departments

#### **Base level of support:**

The level of support available to any and all qualified festival groups in accordance with available resources, the fees and charges policy and operational procedures. It is the responsibility of festival organizers to develop, plan, manage, fund and implement their festival.

## **Benefits Criteria Definitions:**

#### **Encourages community identity and spirit:**

Involves citizens in planning creatively for the community. Enhances the image and reputation of the community by contributing to a vibrant and creative environment that attracts citizens, visitors and business.

#### **Grows economic opportunities:**

Draws a critical mass opportunity, attracting a large number of attendees including tourists. Provides opportunities for business to network with or promote their services to the community in a positive environment.

**Builds community involvement:**

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

**Demonstrates a sense of responsibility to the community:**

Uses sound financial practices and has sources of revenue other than from the Commission.

Demonstrates environmental stewardship. Supports local business and community projects. Ensures safety is a primary consideration when planning and staging festivals. Incorporates a range of quality opportunities for volunteer engagement, training and leadership development that helps to fulfill the group's mission and vision.

**REFERENCE:**

Fees and Charges Policy

Community Development Policy

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Parks, Recreation & Culture – Policies

**MEETING DATE:** June 13, 2017  
**FILE NO:**  
**MEETING:** Council

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**EXECUTIVE SUMMARY:**

Policies previously under the Maple Ridge and Pitt Meadows Parks & Leisure Services Commission (Commission) are being reviewed as we transition to City of Maple Ridge policies to ensure they continue to be relevant today and in the future. These policies will guide the work done by Parks, Recreation & Culture (PRC) division in supporting active and engaged citizens.

**RECOMMENDATION:**

That Policy 4.19 - Sport Field Closure/Damage Deposits be adopted; and,  
That Policy 4.20 – Sponsorship be adopted; and,  
That Policy 4.21 - Parks, Recreation & Culture Fees & Charges be adopted; and,  
That Policy 4.22 - Festival Support be adopted; and,  
That Policy 4.23 - Recreation Access be adopted; and  
That Policy 4.24 - Sport Physical Activity be adopted.

**DISCUSSION:**

**a) Background Context:**

In a report dated January 18, 2016 regarding the Joint Leisure Services Transition Plan, Council was provided with an exit and implementation plan. One of the service areas addressed in the report was the administrative function formerly provided by the Commission. It was recognized that with the dissolution of the Joint Leisure Services Agreement, the Commission policies became obsolete. During the 2013/14 business cycles, staff reviewed and updated all Commission policies as a business plan deliverable and had confidence that these policies could continue to guide Parks, Recreation & Culture staff, in the interim, while a full review of each policy took place.

Business Operations staff reviewed the thirty-one Commission policies and have developed a plan to transition these to City of Maple Ridge policies. Each policy is being reviewed by the Business Operations staff along with staff from those areas most familiar with the policy under review. Staff have considered change of authority, revisions to the policy content to reflect best practices and Council's intent, procedural changes and whether the policy is superceded by an existing City policy.

This report identifies six policies, listed below, for Council approval. They include four changes of authorities and two updated policies. Over the coming months staff will be bring forward

additional reports with the remaining recommended policy updates and/or authority changes for Council's approval.

**Change of Authority:**

The following policies were reviewed by staff teams deemed subject matter experts in relation to each policy and recommend change of authority only:

Commission Policy P122 - Sport Field Closure/Damage Deposits to be numbered as City of Maple Ridge Policy 4.19.

Commission Policy P107 - Sponsorship to be numbered as City of Maple Ridge Policy 4.20.

Commission Policy P108 - Fees & Charges to be numbered as City of Maple Ridge Policy 4.21.

Commission Policy P129 - Sport Physical Activity to be numbered as City of Maple Ridge Policy 4.24.

**Change of Authority & Content Update:**

Commission Policy P100 - Festival Support was reviewed by staff and during the review it was determined updates were required to reflect current and best practice. These changes included the adjudication process, change of authority, and includes benefits festivals bring to the City including economic growth, boosts in tourism and supporting City strategies. The policy removes Commissions' role in adjudication and provides clear criteria for staff and applicants to follow. It maintains the integrity of resource and funding allocation and will be numbered as City of Maple Ridge Policy 4.22.

Commission Policy P048 - Recreation Access was reviewed by staff and during the review it was determined updates were required to reflect current and best practice. These changes included a broader perspective of facility and program access for individuals with financial, physical, mental, social and emotional barriers to participate that will support services such as the Participation Program and Leisure Access. This will become City of Maple Ridge Policy 4.23.

**b) Desired Outcome:**

To ensure that policies guiding staff are relevant and reflect industry best practices.

**c) Strategic Alignment:**

Policy development ensures transparent processes and citizen access to information and opportunities for engagement in the decision-making process.

**d) Citizen/Customer Implications:**

Having policies in place provides citizens and community groups with clear and transparent processes which they can apply to their circumstance when needed.

**CONCLUSIONS:**

Staff recommends that Council approve the policies identified in this report which will put clear criteria and guidelines in place for Council, staff and the community.

“Original signed by Russ Brummer”

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*Prepared by:* Russ Brummer, Business Operations Coordinator

“Original signed by Danielle Pope”

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*Reviewed by:* Danielle Pope, Business Operations Manager

“Original signed by Tony Cotroneo for Wendy McCormick”

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*Reviewed by:* Wendy McCormick, Director Recreation & Community Services

“Original signed by Kelly Swift”

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

“Original signed by E.C. Swabey”

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*Concurrence:* **E.C. Swabey**  
**Chief Administrative Officer**

:rb

Attachments

Maple Ridge and Pitt Meadows Parks & Leisure Services Commission Policies: P122, P107, P108, P129, P100 and P048.

Draft City of Maple Ridge Policies: 4.19, 4.20, 4.21, 4.22, 4.23 and 4.24.

# POLICY MANUAL

<b>Title:</b> <b>SPORT FIELD CLOSURE / DAMAGE DEPOSITS</b>	<b>Policy No:</b> 4.19  <b>Supersedes:</b> New
<b>Authority:</b> <input type="checkbox"/> Legislative <input checked="" type="checkbox"/> Operational  <b>Approval:</b> <input checked="" type="checkbox"/> Council <input type="checkbox"/> CMT  <input type="checkbox"/> General Manager	<b>Effective Date:</b>  <hr/> <b>Review Date:</b>
<p><b>Policy Statement</b></p> <p>Sports fields will be monitored regularly by parks staff and when conditions require will be closed and so posted “Field Closed”. When fields have not been closed by staff “Field Open”, user groups will be responsible to check the Field Condition Report and decide on game days whether fields are playable “User Discretion”. Any play causing damage beyond fair wear will result in fines and suspensions as determined by the Director of Parks and Facilities, and withdrawal from the group's Damage Deposit of funds to effect repairs to the field.</p>	
<p><b>Purpose</b></p> <p>The purpose of this policy is to ensure maximum use of the playing fields with minimum maintenance downtime, reducing costs to taxpayers and involving field users in the decision making and accountability for responsible field use.</p>	
<p><b>Definitions</b></p> <p><b>Field Open:</b> The field has been inspected by parks staff and is considered to be in a safe and playable condition. Should weather conditions deteriorate and the field becomes soggy or has evidence of standing water on the surface, the game should be postponed or cancelled by the coach, club representative or referee.</p> <p><b>User Discretion:</b> The field has been inspected by parks staff who consider the field to be safe and useable on the day of the inspection, however they have some concerns that the weather conditions may change prior to game day, and that games played during inclement weather conditions may be unsafe for users and detrimental to the field for the balance of the season. This will provide the coaches with an opportunity to make a judgment call on the day of the game to allow the games to be played if the field condition is good, and ensure that games are not played if there is evidence of standing water on the field, frost, snow, or if there is heavy rain on the day of the game.</p> <p><b>Field Closed:</b> The field has been inspected and parks staff have determined that there may be safety issues or damage could result if games are played, or have closed the field due to extreme</p>	

weather conditions, excessive wear, repairs, to provide a rest period for the field, or until they have suitable weather conditions to carry out the required repairs on the field. A field that has been closed by parks staff may only be reopened by a parks staff representative.

**Field Condition Reports:** It is the responsibility of the coaches and club representatives to check the field condition alert centre to determine if the field they have been assigned is open for play, and for any special conditions that they need to be aware of regarding the playability of the field.

**Damage Deposits:** Excessive use of a turf sport field or play during inclement weather may cause surface wear, compaction and root zone damage which cannot be fully remedied until the following growing season. This results in substandard conditions for subsequent users, and increases maintenance costs. In extreme cases the field may not be usable for several months.

- a) All regular field users will be required to pay a Damage Deposit to the City of Maple Ridge before their season begins. This deposit will be refundable after the season, less the cost of damages to fields and related facilities beyond normal wear.
- b) Damage Deposits must be paid up in full by the club/league involved before the offending team or teams may resume play. Failure to pay Damage Deposits may result in suspension of the entire club /league.
- e) Damage Deposits will be doubled for any teams / clubs who have used a field contrary to the sport field closure policy.
- f) Any team who violates this policy, and have had to have their Damage Deposit drawn down repeatedly, may have their play and practice privileges suspended for a period of time to be determined at the discretion of the Director of Parks and Facilities.
- g) Should any club feel they have been treated unfairly and have lost a Damage Deposit, staff will work with the club to resolution.

#### Key Areas of Responsibility

##### Action to Take

Amounts of deposits will be set from time to time under the Parks, Recreation & Culture Fees and Charges policy.

Fields will be monitored regularly by parks staff: damage beyond fair wear will be assessed by the Director of Parks and Facilities and charged against the Damage Deposit of the team or teams responsible.

##### Responsibility

**Business Operations**

**Parks and Open Spaces**

Title: <b>SPORT FIELD CLOSURE / DAMAGE DEPOSITS</b>	Policy No. <b>P122</b>
	Supercedes: <b>2005-01-01</b>
Authority: <b>Operational</b>	Effective Date: <b>2014-01-09</b>
Approval: <b>PLS Commission</b>	Review Date: <b>2014-01-09</b>
<p><b>Policy Statement:</b></p> <p>Sports fields will be monitored regularly by Parks staff and when conditions require will be closed and so posted. When fields have not been closed by staff, user groups will be responsible to decide on game days whether fields are playable (User Discretion). Any play causing damage beyond fair wear will result in fines and suspensions as determined by the Director, Parks and Facilities, and withdrawal from the group's damage deposit of funds to effect repairs to the field.</p>	

**PURPOSE:**

The purpose of this policy is to ensure maximum use of the playing fields with minimum maintenance downtime, reducing costs to taxpayers and involving field users in the decision making and accountability for responsible field use.

**DEFINITIONS:**

**Field Open**

The field has been inspected by parks staff and is considered to be in a safe and playable condition. Should weather conditions deteriorate and the field becomes soggy or has evidence of standing water on the surface, the game should be postponed or cancelled by the coach, club representative or referee.

**User Discretion**

The field has been inspected by Parks Staff who consider the field to be safe and useable on the day of the inspection, however they have some concerns that the weather conditions may change prior to game day, and that games played during inclement weather conditions may be detrimental to the field for the balance of the season. This will provide the coaches with an opportunity to make a judgment call on the day of the game to allow the games to be played if the field condition is good, and ensure that games are not played if there is evidence of standing water on the field, frost, snow, or if there is heavy rain on the day of the game.

**Field closed**

The field has been inspected and Parks Staff have determined that there may be safety issues or damage could result if games are played, or have closed the field due to extreme weather conditions, excessive wear, repairs, to provide a rest period for the field, or until they have suitable

weather conditions to carry out the required repairs on the field. A field that has been closed by parks staff may only be reopened by a Parks representative.

### **Field condition reports**

It is the responsibility of the Coaches and Club representatives to check the field condition hotline to determine if the field they have been assigned is open for play, and for any special conditions that they need to be aware of regarding the playability of the field.

### **Damage Deposits**

Excessive use of a turf sport field or play during inclement weather may cause surface wear, compaction and root zone damage which cannot be fully remedied until the following growing season. This results in sub standard conditions for subsequent users, and increases maintenance costs. In extreme cases the field may not be usable for several months.

- a) All regular field users will be required to pay a damage deposit to the Maple Ridge / Pitt Meadows Parks and Leisure Services Department before their season begins. This deposit will be refundable after the season, less the cost of damages to fields and related facilities beyond normal wear.
- b) Amounts of deposits will be set from time to time under the Parks and Leisure Services Fees and Charges policy.
- c) Fields will be monitored regularly by parks staff: damage beyond fair wear will be assessed by the Director, Parks and Facilities and charged against the damage deposit of the team or teams responsible.
- d) Damage deposits must be paid up in full by the club/league involved before the offending team or teams may resume play. Failure to pay damage deposits may result in suspension of the entire club /league.
- e) Damage deposits will be doubled for any Team / Club who have used a field contrary to the sport field closure policy.
- f) Any team who violates this policy, and have had to have their damage deposit drawn down repeatedly, may have their play and practice privileges suspended for a period of time to be determined at the discretion of the Director of Parks and Facilities.
- g) Should any club feel they have been treated unfairly and have lost a damage deposit, they may appeal the decision per the appeals process.

### **REFERENCE**

Policy P104 - Commission Appeals Process

# POLICY MANUAL

<b>Title:</b> SPONSORSHIP POLICY	<b>Policy No :</b> 4.20  <b>Supersedes:</b> New
<b>Authority:</b> <input type="checkbox"/> Legislative <input checked="" type="checkbox"/> Operational  <b>Approval:</b> <input checked="" type="checkbox"/> Council <input type="checkbox"/> CMT  <input type="checkbox"/> General Manager	<b>Effective Date:</b>  <hr/> <b>Review Date:</b>
<p><b>Policy Statement</b></p> <p>This policy provides a framework for the acceptance of monetary contributions, products and services and in-kind offerings. Donations in the form of Sponsorship, Cooperative Marketing Partnership or Naming Rights to the Maple Ridge Parks, Recreation &amp; Culture Department will be reviewed in accordance with set guidelines, and such sponsorship will be accepted only when it has been demonstrated that defined Criteria have been met.</p> <p>This policy is not intended to constrain the City from providing support to non-profit groups that provide a recreation opportunity that is of benefit to the community.</p>	
<p><b>Purpose</b></p> <ol style="list-style-type: none"> <li>1. To ensure a consistent practice is followed throughout Parks, Recreation &amp; Culture facilities and services.</li> <li>2. To provide the criteria for:           <ol style="list-style-type: none"> <li>a) the review of solicited and/or unsolicited donations,</li> <li>b) the evaluation of Sponsorship, Cooperative Marketing Partnership or Naming Rights opportunities, and</li> <li>c) the approval process.</li> </ol> </li> <li>3. To ensure mutually beneficial terms and a coordinated approach for City and sponsors/partner.</li> <li>4. To off-set costs and enhance program and service levels.</li> </ol> <p><b>EXCLUSIONS:</b> No sponsorship relationship will exist as a result of:</p> <ol style="list-style-type: none"> <li>1. Gifts or unsolicited donations where no business relationship exists.</li> <li>2. The sale of advertising or signage space on facilities and printed material, where no reciprocal partnership exists, for example, the sale of advertisements in the Maple Ridge Arts and Recreation Guide.</li> </ol>	

## Definitions

**Sponsorship:** A mutual agreement between the City and an external company, organization, association or individual whereby the external party (sponsor) contributes money, goods or services to a Parks, Recreation & Culture facility, program, project or special event for recognition, acknowledgment or other promotional considerations or benefits.

**Cooperative Marketing Partnership:** A mutual agreement between the City and an external company, organization, association or individual whereby a negotiated guaranteed fee, percentage rate, product or service-in-kind, is exchanged for the exclusive or non-exclusive right to:

- a) Distribute their product and services at Parks, Recreation & Culture facilities, events and/or programs.
- b) Market and promote their relationship with the City in facilities, events and/or programs or in their own marketing materials. Examples include but are not limited to signage, advertisements and Naming Rights.

**Naming Rights:** An agreement where an external company, organization, association or individual purchases the exclusive right to name a municipal asset or venue for a fixed period of time.

**Criteria:** The sponsorship relationship must:

1. Align with the vision, values, goals and priorities of City.
2. Enhance the delivery or general public awareness of Parks, Recreation & Culture services or activities.
3. Comply with all Federal and Provincial statutes, Municipal bylaws, policies and procedures.
4. Not conflict with any current contracts or agreements.
5. Not influence or determine the supply of goods or services to the City beyond the terms of the agreement.
6. Not be perceived as detrimental to the City's public image and/or reputation such as (but not limited to):
  - a) Promotion of the sale of tobacco, alcohol, and other addictive substances.
  - b) Promotion of violence.
  - c) Promotion or endorsement of a religious organization or doctrine, a political party, elected representative or candidate from any level of government.
  - d) Support for or involvement in the production, distribution, and sale of weapons and/or other life-threatening products.

Key Areas of Responsibility	
Action to Take	Responsibility
<p><b>Guidelines:</b></p> <ol style="list-style-type: none"> <li>1. A written sponsorship agreement between the sponsor proponent and City shall be entered into that outlines the expectations and responsibilities of each party.</li> <li>2. The City shall be advised of all agreements.</li> <li>3. City approval is required for any agreements above \$25,000.</li> <li>4. Sponsor recognition must include the City and Parks, Recreation &amp; Culture logo and the scale of such recognition will reflect the scale of each participant's contribution.</li> <li>5. All agreements entered into must be approved by the General Manager of Parks, Recreation &amp; Culture or his/her designate.</li> <li>6. All third party agreements made by partners, associations, contract service providers, or other groups that use City owned property must receive written consent by the General Manager of Parks, Recreation &amp; Culture or his/her designate.</li> <li>7. Naming Rights for a facility must receive approval from City Council.</li> <li>8. Sponsorship proposals that are unique or experimental will be considered in accordance with the above guidelines however a fixed time-frame may be applied to ensure a review of the implementation to ensure alignment with this policy.</li> </ol>	<p>Business Operations – Marketing and Communications</p>

Title: <b>SPONSORSHIP POLICY</b>	Policy No. P107
	Supercedes: New
Authority: Operational	Effective Date: 2012-11-08
Approval: PLS Commission	Review Date: 2012-11-08
<p><b>Policy Statement:</b></p> <p>This policy provides a framework for the acceptance of monetary contributions, products and services and in-kind offerings. Donations in the form of sponsorship, cooperative marketing partnership or naming rights to the Maple Ridge-Pitt Meadows Parks and Leisure Services Commission (Commission) will be reviewed in accordance with set guidelines, and such sponsorship will be accepted only when it has been demonstrated that defined criteria have been met.</p> <p>This policy is not intended to constrain Commission from providing support to non-profit groups that provide a recreation opportunity that is of benefit to the community.</p>	

### PURPOSE:

1. To ensure a consistent practice is followed throughout parks and leisure facilities and services.
2. To provide the criteria for:
  - a) the review of solicited and/or unsolicited donations,
  - b) the evaluation of sponsorship opportunities, and
  - c) the approval process.
3. To ensure mutually beneficial terms and a coordinated approach for Commission and sponsors.
4. To off-set costs and enhance program and service levels.

### DEFINITIONS:

#### Sponsorship:

A mutual agreement between Commission and an external company, organization, association or individual whereby the external party (sponsor) contributes money, goods or services to a parks and leisure services facility, program, project or special event for recognition, acknowledgment or other promotional considerations or benefits.

**Cooperative Marketing Partnership:**

A mutual agreement between Commission and an external company, organization, association or individual whereby a negotiated guaranteed fee, percentage rate, product or service-in-kind, is exchanged for the exclusive or non-exclusive right to:

- a) Distribute their product and services at parks and leisure facilities, events and/or programs.
- b) Market and promote their relationship with the Commission at parks and leisure facilities, events and/or programs or in their own marketing materials. Examples include but are not limited to signage, advertisements and naming rights.

**Naming Rights:**

An agreement where an external company, organization, association or individual purchases the exclusive right to name a municipal asset or venue for a fixed period of time.

**CRITERIA:**

1. Aligns with the vision, values, goals and priorities of Commission.
2. Enhances the delivery or general public awareness of PLS services or activities.
3. Complies with all Federal and Provincial statutes, Municipal bylaws and corporate policies and procedures.
4. Does not conflict with any current contracts or agreements.
5. Will not influence or determine the supply of goods or services to Commission beyond the terms of the agreement.
6. The external company, organization, association or individual's product cannot be perceived as detrimental to Commission's public image and/or reputation such as (but not limited to):
  - a) Promotion of the sale of tobacco, alcohol, and other addictive substances.
  - b) Promotion of violence.
  - c) Promotion or endorsement of a religious organization or doctrine, a political party, elected representative or candidate from any level of government.
  - d) Support for or involvement in the production, distribution, and sale of weapons and/or other life-threatening products.

**EXCLUSIONS:**

No sponsorship relationship will exist as a result of:

1. Gifts or unsolicited donations where no business relationship exists.
2. The sale of advertising or signage space on facilities and printed material, where no reciprocal partnership exists, for example, the sale of advertisements in the Maple Ridge and Pitt Meadows Arts and Recreation Guide.

**GUIDELINES:**

1. A written sponsorship agreement between the sponsor proponent and Commission shall be entered into that outlines the expectations and responsibilities of each party.
2. Commission shall be advised of all agreements.
3. Commission approval is required for any agreements above \$25,000.
4. Sponsor recognition must include the Parks and Leisure Services department logo and the scale of such recognition will reflect the scale of each participant's contribution.
5. All agreements entered into must be approved by the General Manager of Community Development, Parks and Recreation Services or his/her designate.

6. All third party agreements made by partners, associations, contract service providers, or other groups that use District or City owned property must receive written consent by the General Manager of Community Development, Parks and Recreation Services or his/her designate.
7. Naming rights for a facility must receive approval from the Council in the municipality in which the asset is located.
8. Sponsorship proposals that are unique or experimental will be considered in accordance with the above guidelines however a fixed time-frame may be applied to ensure a review of the implementation to ensure alignment with this policy.



## Policy

## Definitions

**Facility Rental Market Average:** The average rate for each type of municipal operated facility.

**Local Non-Profit:** Community and sports associations with a majority membership comprised of Maple Ridge and Pitt Meadows residents.

**Admission Fees:** Average rates charges in similar facilities operated by public agencies.

**Program Fees:** Rates charged for registered programs set at a level sufficient to cover instructor and supply costs.

**Prime Time:** Rental times where facilities tend to be over capacity (Monday-Friday 5:00 pm – 9:00 pm, Saturday/Sunday 8:00 am – 9:00 pm)

**Non-Prime Time:** Underutilizes times where facility fees are reduced.

## Key Areas of Responsibility

### Action to Take

1. Conduct annual market analysis
2. Set recommended updates to Fees & Charges
3. Prepare updated Fees & Charges bylaw
4. Approve Fees & Charges bylaw

### Responsibility

PRC Business Operations  
Staff

PRC Business Operations  
Staff

PRC Manager of Business  
Operations

Council

Title: <b>FEES &amp; CHARGES POLICY</b>	Policy No. <b>P108</b>
	Supersedes: <b>2013-02-14</b>
Authority: <b>Operational</b>	Effective Date: <b>2015-05-14</b>
Approval: <b>PLS Commission</b>	Review Date: <b>2015-05-14</b>
<b>Policy Statement:</b>  <b>The intent of this policy is to provide a framework for the establishment of fees and charges for Parks and Recreation services.</b>	

**PURPOSE:**

1. To provide staff with direction and guidance on fee setting in PLS facilities.
2. To ensure consistency in the rental and admission fees charged at all facilities that provide the same or similar services to citizens.
3. To ensure access for all residents.

**GUIDING PRINCIPLES:**

1. PLS will conduct a market analysis on an annual basis.
2. PLS will use market averages and a reduced formula for local non-profit organizations when establishing fees and charges.

**FACILITY RENTAL FEES:**

The average market rental rate for each type of municipal operated facility will be used to determine the rental rate for PLS facilities. In order to support local non-profit organizations Adult non-profits will pay 60% of the market average (40% level of subsidization) and Youth/Senior non-profits will pay 40% of the market average (60% level of subsidization). Private, Commercial and Non-resident rates will be 100% of the market average, as shown below:

Category	Level of subsidization
Youth/Senior Non-Profit	60% of market average (private category)
Adult Non-Profit	40% of market average (private category)
Private	market average
Commercial	market average
Non-Resident	market average

## FEES & CHARGES POLICY P-108

Category	Definition
Youth/Senior Non-Profit	Shall include any organization registered as such under the Societies Act. (Membership is 18 and under or 60+)
Adult Non-Profit	Shall include any organization registered as such under the Societies Act. (Membership is 19+ and older)
Private	Shall include any group whose activities are not open to the general public.
Commercial/Fundraiser	Shall include any commercial agency or group of agencies whose object is to gain profit.
Non-Resident	Shall include any group in which the majority of the membership does not reside in Maple Ridge and/or Pitt Meadows.

### COMMUNITY USE

PLS recognizes that community recreation facilities are a social hub and may be used as informal gathering places. To support this use, PLS will ensure some sites remain available at no cost for unstructured social gatherings that are open to the public.

### ADMISSION FEES:

Admission fees will be compared to market average rates charged in similar facilities operated by public agencies.

### PROGRAM FEES:

Program fees shall be set at a level sufficient to cover instructor and supply costs. In addition, some 'Low Cost' programs will be offered at reduced rates to ensure access to all. It is recognized that a low cost program may not recover instructor and supply costs.

### RELATED POLICIES:

PLS will ensure financial access for citizens and community groups based on the following policies:

- P-044 Program and Admission Fee Subsidization Policy
- Rental Fee Rebate Policy

# POLICY MANUAL

<b>Title:</b> <b>FESTIVAL SUPPORT</b>	<b>Policy No:</b> 4.22  <b>Supersedes:</b> New
<b>Authority:</b> <input type="checkbox"/> Legislative <input checked="" type="checkbox"/> Operational  <b>Approval:</b> <input checked="" type="checkbox"/> Council <input type="checkbox"/> CMT  <span style="margin-left: 200px;"><input type="checkbox"/>   General Manager</span>	<b>Effective Date:</b>  <hr/> <b>Review Date:</b>
<p><b>Policy Statement</b></p> <p>The City of Maple Ridge will support the growth and development of festivals and special events that build community, foster good community relations, support culture, develop the local economy and tourism, and enrich the quality of life of all residents and visitors. We build community capacity and vibrancy through community involvement.</p> <p>This policy provides guidelines for the equitable resource allocation of financial and in-kind support to qualified festivals, events and groups in alignment with relevant policies, priorities and by-laws of the City of Maple Ridge.</p>	
<p><b>Purpose</b></p> <p>Maple Ridge has a proud tradition of supporting and hosting a range of Festivals and special events, with established ones that have matured and evolved and new ones being added, reflecting the growth of the city and the demand for celebrations of civic pride and community engagement. Festivals and events enhance citizens' quality of life and are an essential element in creating complete communities. The experiences and benefits derived from festivals and events have significant value for citizens and visitors and are a vital ingredient in the municipality's on-going development as an active and vibrant City.</p> <p>Applications for festivals support will be based on the following:</p> <ul style="list-style-type: none"> <li>Encourages community identity and spirit and aligns with the City's brand</li> <li>Provides opportunities for economic development and alignment with City strategies</li> <li>Builds community involvement</li> <li>Demonstrates a sense of responsibility to the community</li> </ul> <p>Events will encourage community involvement that builds the capacity of local residents and the power of local associations and institutions which contributes to a vibrant and sustainable community. Through this policy, the City is committed to supporting:</p> <ul style="list-style-type: none"> <li>A vibrant, inclusive and diverse range of festivals and special events</li> </ul>	

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

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

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

## Definitions

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

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

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

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

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

## Benefits Criteria Definitions

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

**Grows economic opportunities and aligns with City strategies:** Draws a critical mass opportunity, attracting a large number of attendees including tourists. Provides opportunities for businesses to

network with or promote their services to the community in a positive environment.

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

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

#### Key Areas of Responsibility

##### Action to Take

Provides base level support to qualified festival groups.

Facilitates festival support in accordance to this policy.

Provides networking and skill development opportunities.

Allocates financial and in-kind resources.

Meets criteria, ensures insurance requirements and safety plans are met.

##### Responsibility

Parks, Recreation & Culture

Parks, Recreation & Culture

Parks, Recreation & Culture

Parks, Recreation & Culture

Qualified Festival Groups

Title:	<b>POLICY: FESTIVAL SUPPORT</b>	Policy No.	P100
		Supercedes:	2010-09-09
Authority:	Operational	Effective Date:	2014-02-13
Approval:	PLS Commission	Review Date:	2014-02-13
<p><b>Policy Statement:</b></p> <p>Parks and Leisure Services will support the growth and development of festivals and events by utilizing the community development approach to build community capacity and vibrancy. Financial and in-kind support will be provided to qualified festival groups in accordance with guidelines established by the Maple Ridge Pitt Meadows Parks and Leisure Services.</p>			

**PURPOSE:**

Festivals and events enhance citizen's quality of life and are an essential element in creating complete communities. The experiences and benefits derived from festivals and events have significant value by citizens and visitors and are a vital ingredient in the municipality's on-going development as an active and vibrant City.

Applications for festivals support will be assessed based on benefits criteria to the community that includes:

- Encouraging community identity and spirit
- Providing opportunities for economic development
- Building community involvement
- Demonstrating a sense of responsibility to the community

Events will encourage community development that builds the capacity of local residents and the power of local associations and institutions which contributes to a stronger, more sustainable community for the future.

The policy will contribute to developing increased vibrancy and community sustainability in Maple Ridge and Pitt Meadows. Through this policy, Commission is committed to supporting:

- A vibrant and diverse range of festivals and events
- Opportunities to celebrate history, living heritage and diverse cultural character
- Growth of volunteerism
- Growth of tourism and attracting businesses and people interested in active and vibrant communities
- Safe communities

This policy provides a foundation for the development, management and resource allocation of grants and services through Parks and Leisure Services by:

- Articulating a clear definition of festivals supported by the Commission.
- Establishing guidelines that ensure consistent implementation of the policy when reviewing requests for financial and in-kind support from qualified festival groups through the Festivals Sub-Committee and Inter-Municipal Events Committee. All requests will be considered within the context of available resources and benefits to the community.
- Commission annually appointing a Festivals Sub-Committee (3 members of Parks and Leisure Services Commission) to work with staff and review applications and make recommendations for Festival Support Funding allocation to be considered by Commission.

## **DEFINITIONS:**

### **Definitions:**

#### **Festival:**

A free or low-cost volunteer-driven celebration, entertainment or activity that is accessible, promotes community spirit, identity and responsibility and is promoted to the general public including Maple Ridge and Pitt Meadows residents and tourists. For the purpose of clarity and this policy, the term “festival” does not include sporting events, tournaments, artistic competitions or exhibits, religious causes or commercial events.

#### **Qualified festival group:**

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

#### **Available resources:**

The budget established through the Parks and Leisure Services Commission to support qualified Maple Ridge and Pitt Meadows festival groups, plus in-kind allocations including parks, facility and equipment use or staff time provided by the Commission, the Parks and Leisure Services Festival and Volunteer Office, or other Municipal Departments

#### **Base level of support:**

The level of support available to any and all qualified festival groups in accordance with available resources, the fees and charges policy and operational procedures. It is the responsibility of festival organizers to develop, plan, manage, fund and implement their festival.

## **Benefits Criteria Definitions:**

#### **Encourages community identity and spirit:**

Involves citizens in planning creatively for the community. Enhances the image and reputation of the community by contributing to a vibrant and creative environment that attracts citizens, visitors and business.

#### **Grows economic opportunities:**

Draws a critical mass opportunity, attracting a large number of attendees including tourists. Provides opportunities for business to network with or promote their services to the community in a positive environment.

**Builds community involvement:**

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

**Demonstrates a sense of responsibility to the community:**

Uses sound financial practices and has sources of revenue other than from the Commission.

Demonstrates environmental stewardship. Supports local business and community projects. Ensures safety is a primary consideration when planning and staging festivals. Incorporates a range of quality opportunities for volunteer engagement, training and leadership development that helps to fulfill the group's mission and vision.

**REFERENCE:**

Fees and Charges Policy

Community Development Policy

# POLICY MANUAL

<b>Title:</b> <b>Recreation Access</b>	<b>Policy No:</b> 4.23  <b>Supersedes:</b> New
<b>Authority:</b> <input type="checkbox"/> Legislative <input checked="" type="checkbox"/> Operational  <b>Approval:</b> <input checked="" type="checkbox"/> Council <input type="checkbox"/> CMT  <span style="margin-left: 200px;"><input type="checkbox"/>   General Manager</span>	<b>Effective Date:</b>  <hr/> <b>Review Date:</b>
<b>Policy Statement</b>  All citizens/ residents should have equal and inclusive access to engage in quality recreation opportunities in their community and steps will be taken to facilitate such access.	
<b>Purpose</b>  It is the commitment of the City of Maple Ridge, to ensure that programs and supports are provided to groups and individuals that may have challenges when accessing leisure opportunities.  This includes persons with physical, social, mental or emotional disabilities, persons that face cultural and/or language barriers and persons with financial limitations.	
<b>Key Areas of Responsibility</b>  <div style="text-align: center;"><b>Action to Take</b></div> <ul style="list-style-type: none"> <li>Ensure programs are in place that remove or mitigate barriers to equal and inclusive access.</li> <li>Ensure up to date guidelines and procedure based on best practices.</li> <li>Continue to seek, develop and build community relationships that fund and facilitate participation in leisure, recreation and sport funding.</li> </ul>	<div style="text-align: center;"><b>Responsibility</b></div> <ul style="list-style-type: none"> <li><b>Parks, Recreation &amp; Culture</b></li> <li><b>Parks, Recreation &amp; Culture</b></li> <li><b>Parks, Recreation &amp; Culture</b></li> </ul>

Title: <b>RECREATION ACCESS</b>	Policy No. <b>P048</b>
	Supercedes: DMR Policy 4.10 Dated 1994-01-10
Authority: Operational	Effective Date: <b>2012-11-08</b>
Approval: PLS Commission	Review Date: <b>2012-11-08</b>
<b>Policy Statement:</b> All citizens should have equal access to engage in quality leisure opportunities in their community and steps will be taken to facilitate such access.	

**PURPOSE:**

It is the commitment of the Commission to ensure that assistance and support is provided to groups or individuals that may have challenges when accessing leisure opportunities.

**DEFINITIONS:**

This includes persons with physical, social, mental or emotional disabilities, persons that face cultural and/or language barriers and persons with financial limitations.

The Department will work with community agencies and individuals to provide accessible recreational activities and staff will ensure opportunities are available for all residents to develop their full potential through chosen leisure experiences.

# POLICY MANUAL

<b>Title: SPORT AND PHYSICAL ACTIVITY</b>	<b>Policy No: 4.24</b>  <b>Supersedes:</b>
<b>Authority:</b> <input type="checkbox"/> Legislative <input checked="" type="checkbox"/> Operational  <b>Approval:</b> <input checked="" type="checkbox"/> Council <input type="checkbox"/> CMT  <span style="margin-left: 200px;"><input type="checkbox"/> General Manager</span>	<b>Effective Date:</b>  <hr/> <b>Review Date:</b>
<p><b>Policy Statement</b></p> <p>The City values and celebrates sport and physical activity as an integral component in a healthy and active community, essential to quality of life.</p> <p>Participation in sport is increased by strengthening sport and community partnerships, and committing to coordinated and cooperative approaches in identifying common interests, goals and challenges in the provision of quality sport and physical activity opportunities.</p>	
<p><b>Purpose</b></p> <p>The following principles support the City's vision and provides a framework for Parks, Recreation &amp; Culture to work collaboratively with new, forming and established Community Groups in the growth of physical activity and sport in Maple Ridge.</p> <p>We believe:</p> <ol style="list-style-type: none"> <li>1. All children and youth should have the opportunity to access affordable sport and recreation in their community.</li> <li>2. In providing inclusive, accessible and lifelong opportunities for sport participation in the health and wellbeing of residents.</li> <li>3. All residents should be provided a variety of physical literacy competency opportunities towards being active for life.</li> <li>4. In enhancing working relationships and partnerships between recreation, education, sport, health, transportation and tourism.</li> <li>5. Collaboration and sharing knowledge and expertise benefits the development of quality sport in the community.</li> <li>6. In recognizing the relationship and mutual benefit between sport, community and business stakeholders.</li> </ol>	

## Definitions

**Community Groups:** A group of individuals, aligned to play, participate, lead, facilitate or govern a sport or physical activity in Maple Ridge. The group may consist of individuals of any age and ability; be for or non-profit; educational institution, sport clubs, sport associations or centres or governing bodies such as Provincial Sport Organizations.

## Key Areas of Responsibility

### Action to Take

Provide recreation programming that is affordable, inclusive and enhances participants' physical literacy competency.

Seek opportunities to collaborate amongst a variety of organizations in the delivery of sport, health and education.

### Responsibility

Parks, Recreation and Culture

Parks, Recreation and Culture

Title: <b>SPORT AND PHYSICAL ACTIVITY</b>	Policy No. <b>P129</b>
	Supercedes: <b>New</b>
Authority: <b>Operational</b>	Effective Date: <b>2015-01-08</b>
Approval: <b>PLS Commission</b>	Review Date <b>2015-01-08</b>
<p><b>Policy Vision:</b></p> <p><b>The Commission values and celebrates sport and physical activity as an integral component in a healthy and active community, essential to quality of life.</b></p> <p><b>Participation in sport is increased by strengthening sport and community partnerships, and committing to coordinated and cooperative approaches in identifying common interests, goals and challenges in the provision of quality sport and physical activity opportunities.</b></p>	

## **GUIDING PRINCIPLES**

The following principles support Commission's vision and provides a framework for Parks and Leisure Services to work collaboratively with new, forming and established Community Groups in the growth of physical activity and sport in Maple Ridge and Pitt Meadows.

We believe:

1. All children and youth should have the opportunity to access affordable sport and recreation in their community.
2. In providing inclusive, accessible and life long opportunities for sport participation in the health and well being of residents.
3. All residents should be provided a variety of physical literacy competency opportunities towards being active for life.
4. In enhancing working relationships and partnerships between recreation, education, sport, health, transportation and tourism.
5. Collaboration and sharing knowledge and expertise benefits the development of quality sport in the community.
6. In recognizing the relationship and mutual benefit between sport, community and business stakeholders.

## **DEFINITIONS**

Groups: a group of individuals, aligned to play, participate, lead, facilitate or govern a sport or physical activity in Maple Ridge and Pitt Meadows. The group may consist of individuals of any age and ability; be for or non-profit; educational institution, sport clubs, sport associations or centres or governing bodies such as Provincial Sport Organizations.

## **POLICIES ALIGNED WITH SPORT POLICY**

Commission Asset Based Community Development Policy  
Commission Seasonal Sport Field Allocation Policy  
Facility Rental Fee Waiver Policy  
Facility Allocation Policy  
Arena Ice and Dry Floor Allocation Policy  
Recreation Access Policy

## **REFERENCES**

Canada Sport Policy  
Canadian Sport for Life