

***COMMITTEE OF THE WHOLE  
AGENDA  
April 3, 2017  
1:00 p.m.  
Council Chamber***

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

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Note: If required, there will be a 15-minute break at 3:00 p.m.

***Chair: Acting Mayor***

1. ***DELEGATIONS/STAFF PRESENTATIONS*** – (10 minutes each)
  
2. ***PUBLIC WORKS AND DEVELOPMENT SERVICES***

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

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

**1101 2017-046-AL, 12250 and 12301 237 Street and 23802 123 Avenue, Application to Exclude Land from the Agricultural Land Reserve**

Staff report dated April 3, 2017 providing options for consideration of Application 2017-046-AL to exclude approximately 11.5 hectares (28.4 acres) from the Agricultural Land Reserve

**1102 2016-411-RZ, 21188 Wicklund Avenue, RS-1 to R-1**

Staff report dated April 3, 2017 recommending that Application 2016-411-RZ be further deferred and that staff be directed to explore implications of potentially allowing subdivision of lots with areas and widths less than 80% as per Official Community Plan Policy 3-19 in the “Regulatory and Infill Measures Report”.

**1103 2017-036-DVP, 116 Avenue, Legal: Lot "B" except Parcel "One" (explanatory plan 32717) Section 14, Township 12, New Westminster District Plan 6831**

Staff report dated April 3, 2017 recommending that the Corporate Officer be authorized to sign and seal 2017-036-DVP to waive requirements to widen asphalt width on 116 Avenue and to waive requirements to upgrade an existing turnaround.

**1104 2015-122-DP, 23154 136 Avenue, Wildfire Development Permit**

Staff report dated April 3, 2017 recommending that the Corporate Officer be authorized to sign and seal 2015-122-DP to allow a 31 single family lot subdivision located in Silver Valley within the Wildfire Development Permit Area.

**1105 2015-123-DP, 23050 136 Avenue, Wildfire Development Permit**

Staff report dated April 3, 2017 recommending that the Corporate Officer be authorized to sign and seal 2015-123-DP to allow a 18 single family lot subdivision located in Silver Valley within the Wildfire Development Permit Area.

**3. *FINANCIAL AND CORPORATE SERVICES (including Fire and Police)***

1131

**4. *PARKS, RECREATION & CULTURE***

**1151 Katie's Place Lease**

Staff report dated April 3, 2017 recommending that the Katie's Place Domestic Animal Response and Education Society Lease be renewed for a period of three years and that the Corporate Officer be authorized to execute the lease.

**1152 Thornhill Community Association Hall Lease Renewal**

Staff report dated April 3, 2017 recommending that the Thornhill Community Associate Lease be renewed for a period of three years and that the Corporate Officer be authorized to execute the lease.

5. ***ADMINISTRATION***

1171

6. ***CORRESPONDENCE (moved to consent section on Council agenda)***

1181

7. ***OTHER ISSUES***

1191

8. ***ADJOURNMENT***

9. ***COMMUNITY FORUM***

**COMMUNITY FORUM**

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

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

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

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

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

For more information on these opportunities contact:

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

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

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



**City of Maple Ridge**

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**MEETING DATE:** April 3, 2017  
**FILE NO:** 2017-046-AL  
**MEETING:** C of W  
**SUBJECT:** Application to Exclude Land from the Agricultural Land Reserve  
12250 & 12301 237<sup>th</sup> Street, and 23802 123<sup>rd</sup> Avenue

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**EXECUTIVE SUMMARY:**

An application has been received under Section 30 (1) of the Agricultural Land Commission Act to exclude approximately 11.5 hectares (28.4 acres) of land from the Agricultural Land Reserve. The Applicant's submission conforms with the notice of application requirements of the Agricultural Land Commission.

This property is designated Agricultural in the Official Community Plan and in the Regional Growth Strategy of Metro Vancouver. Redevelopment of this property for urban uses would be contrary to these long range plans and would require approval from municipal, regional, and provincial agencies. On this basis, this application could be considered not supportable.

The recommendation of this report has been provided in accordance with Council direction for applications for exclusion from the Agricultural Land Reserve. The Alternatives section of this report discusses options for Council's consideration in greater detail.

**RECOMMENDATION:**

The following resolutions are provided for Council's consideration:

- a) That the application not be authorized to go forward to the Agricultural Land Commission;
- b) That the application be authorized to go forward to the Agricultural Land Commission with a summary of Council's comments and the staff report.

**DISCUSSION:**

- a) **Background Context:**

Applicant: Yourland Development and Research Solutions

Legal Description: Lot: 1 Except:Part Dedicated Road on Plan 83787; Section 21 Township 12, NWD Plan 72342/ Parcel “A” (Reference Plan 2517) South East 1/4, Section 21, Township 12 Except: Parcel “One” (Reference Plan 2613) NWD/Parcel “J” (Reference Plan 2789) South East ¼, Section 21, Township 12

OCP : Existing: Agricultural  
Zoning: Existing: 3 parcels, 2 zoned RS-3 One Family Rural Residential,  
1 zoned A-2 Upland Agricultural

Surrounding Uses

North: Use: 9 parcels, rural residential and farm use  
Zone: RS-3 One Family Rural Residential Use  
Designation: Agricultural

South: Use: 8 properties, rural residential and urban residential uses  
Zone: RS-3 One Family Rural Residential and RS-1b One Family  
Medium Density Residential  
Designation: Agricultural and Urban Residential

East: Use: Golf Course in the ALR (Hackers Haven)  
Zone: LUC  
Designation: Agricultural

West: Use: Rural Residential  
Zone: RS-3 One Family Rural Residential  
Designation: Agricultural

Existing Use of Properties: Rural Residential  
Proposed Use of Properties: Urban Residential  
Site Area: 11.5 ha (28.4 acres)  
Access: 237<sup>th</sup> Street and 123<sup>rd</sup> Avenue

**b) Project Description:**

This application is in support of a housing development proposal. The proposal is for a gated retirement community, amenity space and personal services catering to resident needs. A proposed site plan was not included with this application, and therefore, a text description of the proposal has been included, as follows:

**Proposal:** *To develop a gated Independent Living Retirement Village across the 3 properties which total 11.5 ha. This comprehensive development plan is proposed to include approximately 111 Bare Land Strata Lots of 450 m<sup>2</sup> (4842 ft<sup>2</sup>) each. The residential uses will be complimented by tennis courts, walking trails and communal gardens. An amenity building is proposed with a large gathering and craft rooms, Nail and Hair salon, Medical Centre and possibly a small store.*

If this exclusion application is successful, additional steps would be required to rezone these properties and amend their land use designations. An amendment to Metro Vancouver’s Regional Growth Strategy would be required prior to redevelopment to an urban standard.

A few letters have been received in opposition to this application, due to a concern over the loss of farmland. These letters will be circulated to the Commission, should this application be supported.

**c) Planning Analysis:**

On July 19, 2004, a report for processing exclusion applications was received by Council outlining legal implications and the local government's role in processing applications for exclusion from the Agricultural Land Reserve. Council resolved to consider the following options for referring applications to the Agricultural Land Commission:

- The application be authorized to go forward to the Agricultural Land Commission with no comment.
- The application be authorized to go forward to the Agricultural Land Commission with comments.
- The application be authorized to go forward to the Agricultural Land Commission with a recommendation to exclude the property with or without comments.
- The application be authorized to go forward to the Agricultural Land Commission with a recommendation to not exclude the property with or without comments.
- The application not be authorized to go forward to the Agricultural Land Commission.

The process for decision making on applications for exclusion from the Agricultural Land Reserve was further refined by Council at their February 14, 2005 Workshop. At that time, Council streamlined this process to include the following options:

- a) *That the application not be authorized to go forward to the Agricultural Land Commission;*
- b) *That the application be authorized to go forward to the Agricultural Land Commission with a summary of Council's comments and the staff report.*

The above resolution forms the recommendations presented in this staff report. To assist Council in the decision of allowing this application to proceed further, this development proposal will be reviewed in light of the policies of the Official Community Plan and the Agricultural Plan.

The Official Community Plan and the Agricultural Plan provide a policy context that has relevance to this application, and the agricultural future of the subject property. The following outlines some of the relevant sections from these documents.

**Official Community Plan Agricultural Policies**

The Maple Ridge Official Community Plan emphasizes the value of agriculture in contributing to the local economy and to the rural character of the community. It is noted that Maple Ridge agriculture faces considerable challenges, but there is consistent community support for local farming. Policy 6-12 of the Official Community Plan states:

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

- a) *Adopting a guiding principal of “positive benefit to agriculture” when making land use decisions that could affect the agricultural land base, with favourable recognition of initiatives including but not limited to supportive non-farm uses, infrastructure improvements for farmland, or the inclusion of land elsewhere in the Agricultural Land Reserve:*
- b) *requiring agricultural impact assessments (AIAs) and Groundwater Impact Assessment of non-farm development and infrastructure projects and identifying measures to off-set impacts on agricultural capability;*
- c) *preserving larger farm units and areas by using appropriate buffers such as roads, topographic features, watercourses, ditching, fencing, or gradually reduced residential densities on properties adjacent to agricultural land;*
- d) *discouraging the subdivision of agricultural land into smaller parcels, except where positive benefits to agriculture can be demonstrated;*
- e) *reinforcing the concept that the Agricultural Land Reserve is intended for agricultural use by increasing the minimum lot size for ALR properties that are zoned Rural Residential;*
- f) *encouraging the amalgamation of smaller parcels of farmland into larger, more cohesive parcels.*

Section 6.2 of the Official Community Plan, which pertains to Agricultural opportunities states that the value of agriculture is consistently recognized and supported within the community, as follows:

*Agricultural land is a key component of the Metro Vancouver Regional Growth Strategy and provides many benefits of local and regional significance. As an economic generator it contributes to a more complete community.*

#### **Official Community Plan - Growth Management Policies**

Section 2.1 of the Official Community Plan states that in Maple Ridge the majority of the growth in population, jobs and housing will be accommodated within the Urban Area Boundary where services are readily available or infrastructure is already in place. The Official Community Plan emphasized that adjustments to the Urban Area Boundary, if required, should follow a rational process, based on sound criteria, and should not be driven by individual applications that could occasionally arise.

The location of the Urban Area Boundary was reaffirmed through the adoption of the Metro Vancouver Regional Growth Strategy in 2011.

## AGRICULTURAL PLAN

The Maple Ridge Agricultural Plan provided additional direction for advancing agricultural opportunities in Maple Ridge. Pertinent excerpts of the Plan are included below.

Issue 1 in the Agricultural Plan notes the difficulty faced by farmers in gaining access to underutilized agricultural land. Specific issues included the following:

- *Absentee landlords*
- *Agricultural land held in idle state*
- *Landless operators unable to find land to farm*
- *High land cost restricts access.*

The Plan indicates that an appropriate means to address these issues would be to encourage non-farming land owners to make idle land available to farmers or to start farming it themselves. The Plan notes the need to re-emphasize the role of agriculture in the Agricultural Land Reserve and to remove some of the perception that the Agricultural Land Reserve is destined for eventual non-agricultural development in Maple Ridge.

Issue 5 of the Agricultural Plan discusses the loss of the agricultural land base and notes the following specific issues:

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

The Agricultural Plan recognizes that there may be situations in the future where exclusions may be required to meet community needs, for example employment generating lands. In instances where land conversion is unavoidable, levies or other means be established by the City in order to compensate for the loss of agricultural land.

Goal 6 of the Plan discusses the issue of the conversion of agricultural land as follows:

*The primary goal with respect to larger established farming operations in Maple Ridge is to plan for their retention as farms, rather than watch them languish and deteriorate, so that the community can optimize the rewards and advantages of having agriculture in its midst.*

*Limited to highly specific situations, the secondary goal (if the primary goal is not feasible) is to explore establishing a policy of compensation from development that enables funds to be generated and expended so that the net agricultural capability of the District is enhanced by investment elsewhere.*

## INTERGOVERNMENTAL AGENCIES

### Metro Vancouver

The subject property is designated for Agricultural use in the Official Community Plan and the Regional Growth Strategy. If the property was excluded from the Agricultural Land Reserve, its Agricultural designation would remain in the Official Community Plan. Any change in permitted uses would require an amendment to the Official Community Plan, which in turn would require the approval of Metro Vancouver to amend the Regional Growth Strategy. This type of amendment would be considered by Metro Vancouver to be a Type 2 Minor Amendment. The bylaw amendment process would include a regional public hearing and a two-thirds weighted vote of the Metro Vancouver Board. In this instance, the municipal government would apply for the amendment to Metro Vancouver.

### Agricultural Land Commission

The Commission has established guidelines for local governments regarding the timing of application processing. These guidelines are provided by the Commission in their document, the *Agricultural Land Reserve Use, Subdivision And Procedure Regulation*. The local government is normally required to address the application within 60 days of its receipt under Section 21.1 of this Regulation, but has an option to hold a public information meeting which would extend the application processing time to 90 days.

This proposal is significant in size and would involve a northward expansion of the urban area boundary. Before exercising the option of forwarding this application to the Commission, Council may wish to first require a public information meeting in order to assess community support.

#### **d) Alternatives:**

The report recommendations follow Council direction as noted earlier in this report. The property has not been identified for exclusion from the Agricultural Land Reserve, and is not considered available for urban development in the Regional Growth Strategy. In addition, the parcel at 12176 237<sup>th</sup> which is to the immediate south of the subject property at 12250 237<sup>th</sup>, was recently also under application for exclusion under similar circumstances (Application 2016-299-AL). In their review, Council denied forwarding this application to the Agricultural Land Commission. Based on consistency in Council decisions, this application could also be considered not supportable.

Given the size of the site area, requiring the applicant host a public information meeting could be a consideration prior to forwarding the application, should Council wish to support the application.

**CONCLUSION:**

This application for exclusion from the Agricultural Land Reserve has been considered in the context of the policies of the Official Community Plan, and the Agricultural Plan. On review of this context, this application is found to be not supportable. However, the report recommendation has been prepared in accordance with previous Council direction for applications for exclusion from the Agricultural Land Reserve.

“Original signed by Diana Hall”

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**Prepared by: Diana Hall, MA (Planning), MCIP  
Planner 2**

“Original signed by Brent Elliott” for

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**Approved by: Christine Carter, MCP, MCIP  
Director of Planning**

“Original signed by Frank Quinn”

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

“Original signed by E.C. Swabey”

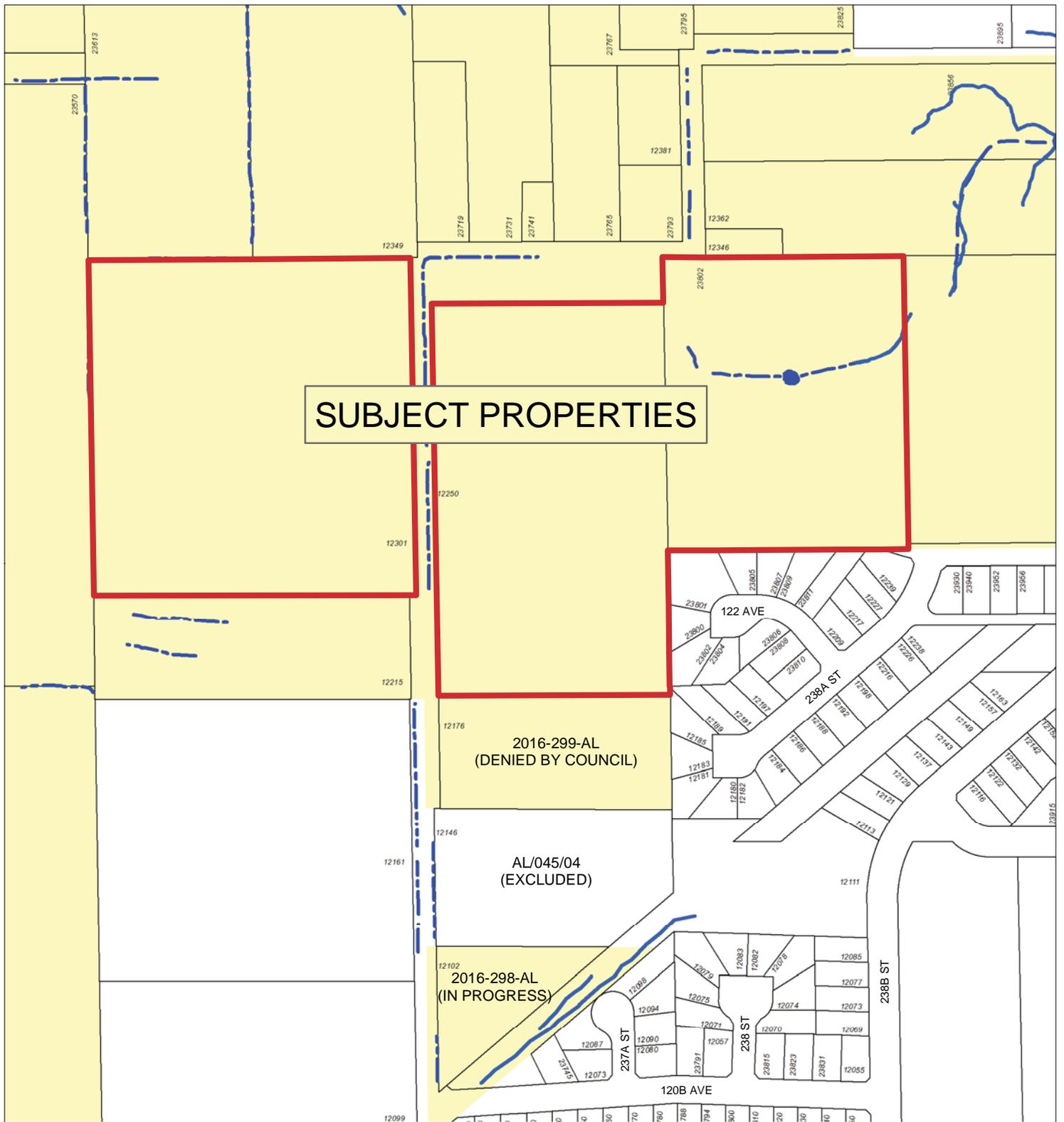
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**Concurrence: E.C. Swabey  
Chief Administrative Officer**

The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Photo



**SUBJECT PROPERTIES**

2016-299-AL  
(DENIED BY COUNCIL)

AL/045/04  
(EXCLUDED)

2016-298-AL  
(IN PROGRESS)



Scale: 1:3,500

### Legend

-  Stream
-  Ditch Centreline
-  Indefinite Creek
-  Lake or Reservoir
-  ALR

12250, 12301 237 STREET &  
23802 123 AVENUE

PLANNING DEPARTMENT



British Columbia  
**mapleridge.ca**

FILE: 2017-046-AL  
DATE: Mar 22, 2017

BY: PC



Scale: 1:3,500

**Legend**

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

12250/12301-237 Street  
23802-123 Avenue



2017-046-AL  
DATE: Feb 23, 2017

BY: JV

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. 7297-2016**  
**21188 Wicklund Avenue**

**MEETING DATE:** April 3, 2017  
**FILE NO:** 2016-411-RZ  
**MEETING:** C of W

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**EXECUTIVE SUMMARY:**

An application has been received to rezone the subject property, located at 21188 Wicklund Avenue, from RS-1 (One Family Urban Residential) to R-1 (Residential District) to permit a subdivision into two single family residential lots. As the application does not align with policies within the Official Community Plan (OCP), a past staff report recommended not to support this development proposal. This application was presented to Council on January 24, 2017, and subsequently deferred until such time that staff discuss, with the applicant, the alternative development options of either a duplex or triplex housing form. Staff have since spoken with the applicant, and the applicant has indicated they would like to proceed with the original development application to rezone and subdivide to two R-1 (Residential District) zoned lots.

This application is not in compliance with the *Urban Residential – Neighbourhood Residential* policies in the OCP, and approval of which would be precedent setting as it would represent the first deviation from this policy since the OCP was adopted. If this application is approved, it would suggest to future applicants that the City may be supportive of the introduction of smaller lots in most neighbourhoods in the Municipality, without the benefit of a full review and consideration of implications.

This application proposes the creation of fewer than 3 new lots; therefore, it is exempt from the requirements under the Community Amenity Contribution (CAC) Policy 6.31.

**RECOMMENDATION:**

That application 2016-411-RZ be further deferred and staff be directed to explore implications of potentially allowing subdivision of lots with areas and widths less than 80%, as prescribed in OCP Policy 3-19 in the “Regulatory and Infill Measures Report” requested by Resolution R/2016-360 on August 29, 2016.

**DISCUSSION:**

**a) Background Context:**

Applicant: Rajinder Chhina

Legal Description: Lot 119 District Lot 242 Group 1 New Westminster District Plan 47383

OCP:	Existing:	Urban Residential
Zoning:	Existing:	RS-1 (One Family Urban Residential)
	Proposed:	R-1 (Residential District)
Surrounding Uses:		
	North:	Use: Residential
		Zone: RS-1 (One Family Urban Residential) and RS-1b (One Family Urban (Medium Density) Residential)
		Designation: Urban Residential
	South:	Use: Residential
		Zone: RG (Group Housing Zone)
		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:		Single Family Residential
Proposed Use of Property:		Single Family Residential
Site Area:		969 m <sup>2</sup> (0.24 acres)
Access:		Wicklund Avenue
Servicing requirement:		Urban Standard

**b) Site Characteristics:**

The subject property is 969 m<sup>2</sup> (0.24 acres) in size and is bound by single family residential lots to the north, west and east, and townhomes to the south. The subject property is flat with a row of hedges to the rear of the property and a few trees located in the front and rear yards. There is an existing house on the property that will require removal.

**c) Project Description:**

The applicant proposes to rezone the subject property, from RS-1 (One Family Urban Residential) to R-1 (Residential District), to permit future subdivision into two single family residential lots not less than 371 m<sup>2</sup>. It is noted that the proposed lot sizes are larger than the minimum R-1 (Residential District) requirements of 371 m<sup>2</sup> and would be approximately 484 m<sup>2</sup> per lot.

Staff had a pre-application meeting with the applicant advising that an application to rezone and subdivide to the R-1 (Residential District) zone would not be supported. Alternative development options were discussed noting that either duplex or triplex housing would achieve similar levels of density and would be in compliance with the OCP. The subject application went for first reading on January 24, 2017 where Council deferred the application and suggested that staff work with the applicant to discuss alternative development options. Staff then met with the applicant on March 1,

2017 and reiterated that duplex and triplex housing forms were viable development options; however, the applicant wishes to keep the original rezoning request from RS-1 (One Family Urban Residential) to R-1 (Residential District). As the application does not align with the policies of the OCP, this report does not support the subject application to the R-1 (Residential District) zone.

The applicant did speak to some of the surrounding neighbours on Wicklund Avenue about the type of housing form they would support on the subject property. Ten (10) households have signed a circulated petition supporting the subdivision of the subject property into two lots (see Appendix D).

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 if Council supports the proposal and once full application packages have been received. A more detailed analysis and a further report will be required prior to second reading, should Council support this development. Such assessment may impact proposed lot boundaries and yields, OCP designations and Bylaw particulars, and may require application for further development permits.

#### **d) Planning Analysis:**

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

The subject property is currently designated *Urban Residential-Neighbourhood Residential*. The Neighbourhood Residential designation allows for single detached dwellings and other housing forms, subject to the Neighbourhood Residential Infill policies. The rezoning and subdivision of this property into two single family residential lots and, specifically, use of the R-1 (Residential District) zone is not in compliance with the OCP, as per Policy 3-19 (a) (i), which states:

*The proposed lot area and widths should be not less than 80% of the lot area and width prescribed under the predominate or adjacent zoning in the surrounding neighbourhood.*

During the OCP review, the above noted policy was created stemming from conversations with residents, who advised that infill developments need to fit the character of a neighbourhood. It was acknowledged that slightly reduced lot sizes were considered appropriate in older, larger lot neighbourhoods; however, there was recognition that the reduction in lot size should be nominal, and that compatible lot width was key to preserving the character of a neighbourhood. For that reason, the policies were written to allow for a lot width not less than 80% of the zoning in the surrounding area. In addition, residents noted a preference to a duplex or triplex form, instead of subdivision, to achieve similar density, noting that the lot area and width would remain unchanged.

The current RS-1 (One Family Urban Residential) zone requires a minimum lot area of 668 m<sup>2</sup> and lot width of 18 m. The proposed R-1 (Residential District) zone would result in a lot area of 371 m<sup>2</sup> and lot width of 12 m. Under this policy, the RS-1b (One Family Urban (Medium Density) Residential) zone would be considered the appropriate zone, with a minimum lot area requirement of 557 m<sup>2</sup> and a lot width of 15 m; however, the applicant can not achieve the minimum lot area required for two RS-1b (One Family Urban (Medium Density) Residential) zoned lots. It has been suggested to the applicant that a duplex or triplex housing form could be alternative options to achieve additional density, without subdividing. The proposed minimum lot area for duplex and triplex is 750 m<sup>2</sup> and lot width of 20 m.

This application is not in compliance with the *Urban Residential – Neighbourhood Residential* policies in the OCP, and approval of which would be precedent setting as it would represent the first deviation from this policy since the OCP was adopted. If this application is approved, it would

suggest to future applicants that the City may be supportive of the introduction of smaller lots in most neighbourhoods in the Municipality, without the benefit of a full review and consideration of implications.

In August 2016, Council passed a Resolution directing staff to prepare a report and amending bylaws to facilitate further infill in residential areas. The resolution specified that staff look at the following:

*R/2016-390, that staff be directed to prepare a detailed report and amending bylaw package for the following:*

- a. Review and expand the Detached Garden Suites Program;*
- b. Review and expand the Secondary Suites Program;*
- c. Permit Duplexes in Single Family zones without rezoning on minimum lot sizes of 557m<sup>2</sup> in the Town Centre, and 750m<sup>2</sup> within the Urban Area Boundary; and*
- d. Develop a policy to support rental units above commercial.*

Recognizing that Council is interested in exploring measures to encourage infill in the community, staff would recommend that this application be deferred, and that staff be directed to add to its study directions the examination of implications stemming from allowing the subdivision of lots with areas and widths less than 80%, as prescribed in OCP Policy 3-19 in Neighbourhood Residential areas.

#### **Zoning Bylaw:**

The current application proposes to rezone the subject property, located at 21188 Wicklund Avenue, from RS-1 (One Family Urban Residential) to R-1 (Residential District) to permit subdivision into two single family residential lots. The minimum lot size for the current RS-1 (One Family Urban Residential) zone is 668m<sup>2</sup>, and the minimum lot size for the proposed R-1 (Residential District) zone is 371 m<sup>2</sup>.

The surrounding neighbourhood is made up of predominantly RS-1 (One Family Urban Residential) zoned lots, with the exception of two properties north-east of the subject property, and two properties to the west, which are zoned RS-1b (One Family Urban (Medium Density) Residential). The surrounding lot area in the vicinity of proposed development site ranges from approximately 604 m<sup>2</sup> to 847 m<sup>2</sup>, not including the subject property.

#### **Advisory Design Panel:**

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

#### **Development Information Meeting:**

A Development Information Meeting is 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) Early and Ongoing Consultation:**

In respect of Section 475 of the *Local Government Act* for consultation during an OCP amendment, it is recommended that no additional consultation is required beyond the early posting of the proposed OCP amendments on the City's website, together with an invitation to the public to comment.

**g) Development Applications:**

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

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

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

**h) Alternative:**

That Zone Amending Bylaw No. 7297-2016 be granted first reading, or denied.

**CONCLUSION:**

The development proposal is not in compliance with the OCP, as per Policy 3-19, and an amendment to such is not supportable, therefore, it is recommended that this application be deferred, pending the outcome of the “Regulatory and Infill Measures Report”. Staff have suggested alternative development options, in the form of a duplex or triplex; however, the applicant would like to proceed with the original application to the R-1 (Residential District) zone.

“Original signed by Adam Rieu”

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**Prepared by:** Adam Rieu  
Planning Technician

“Original signed by Brent Elliott” for

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

“Original signed by Frank Quinn”

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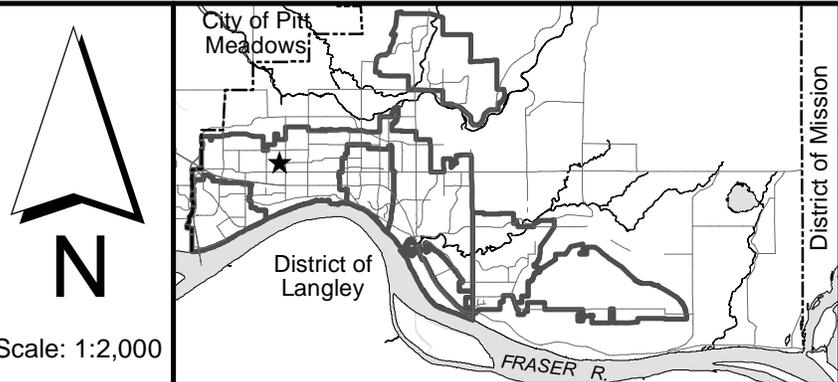
**Concurrence:** E.C. Swabey  
Chief Administrative Officer

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – Zone Amending Bylaw No. 7297-2016
- Appendix D – Residents in Support of Subdivision



**SUBJECT PROPERTY**



Scale: 1:2,000

**21188 WICKLUND AVENUE**

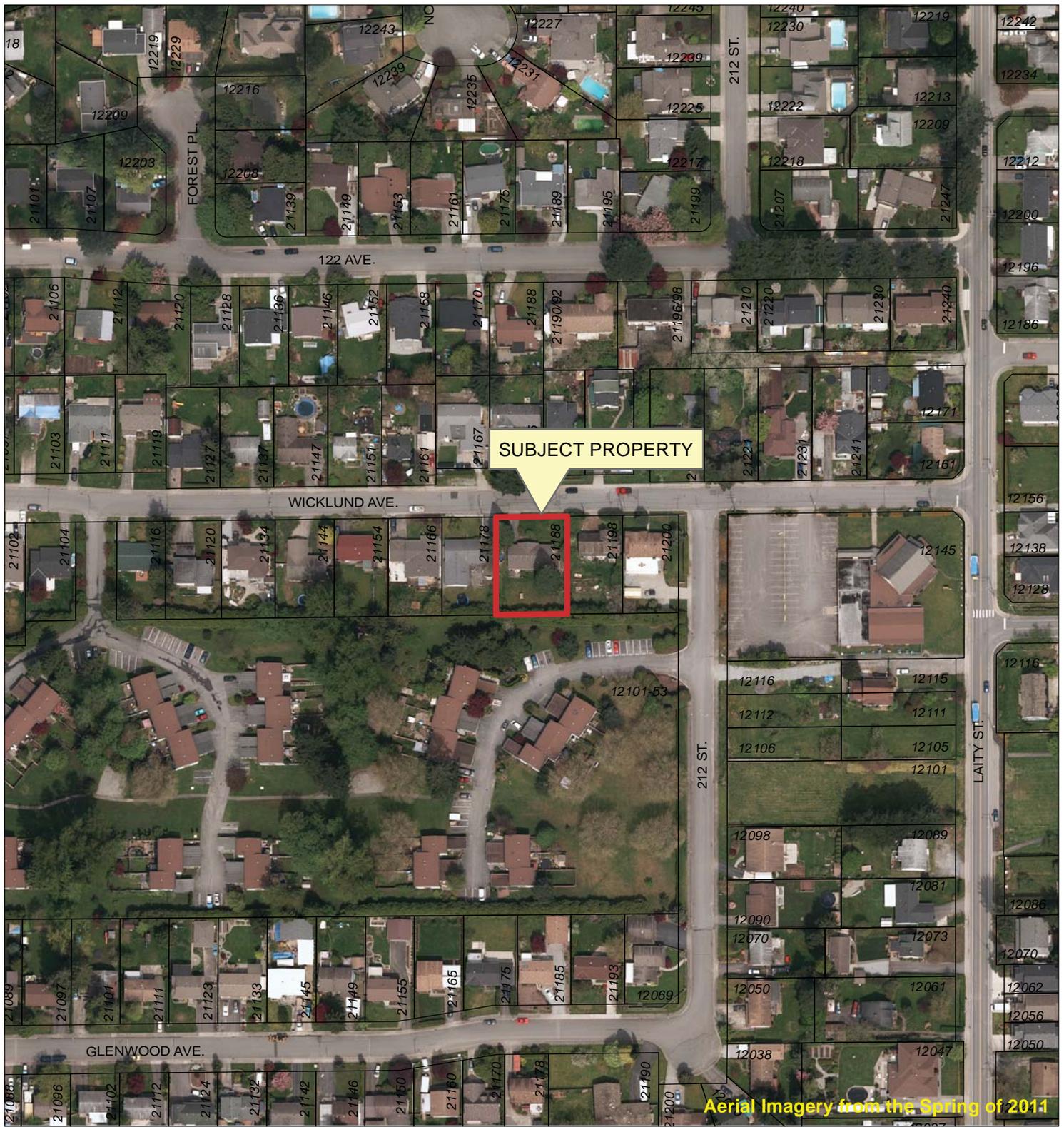
PLANNING DEPARTMENT



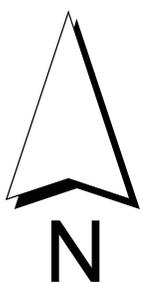
**mapleridge.ca**

FILE: 2016-411-RZ  
DATE: Oct 21, 2016

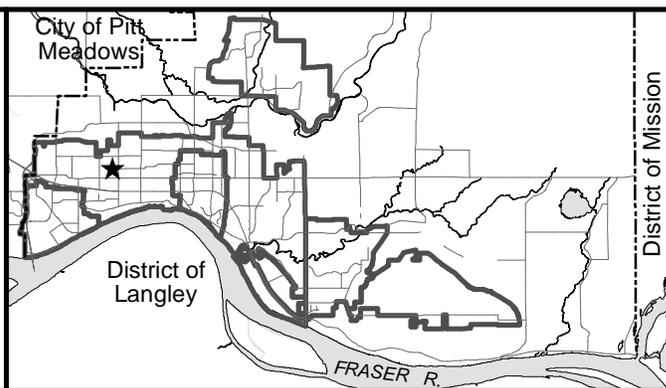
BY: PC



Aerial Imagery from the Spring of 2011



Scale: 1:2,000



## 21188 WICKLUND AVENUE

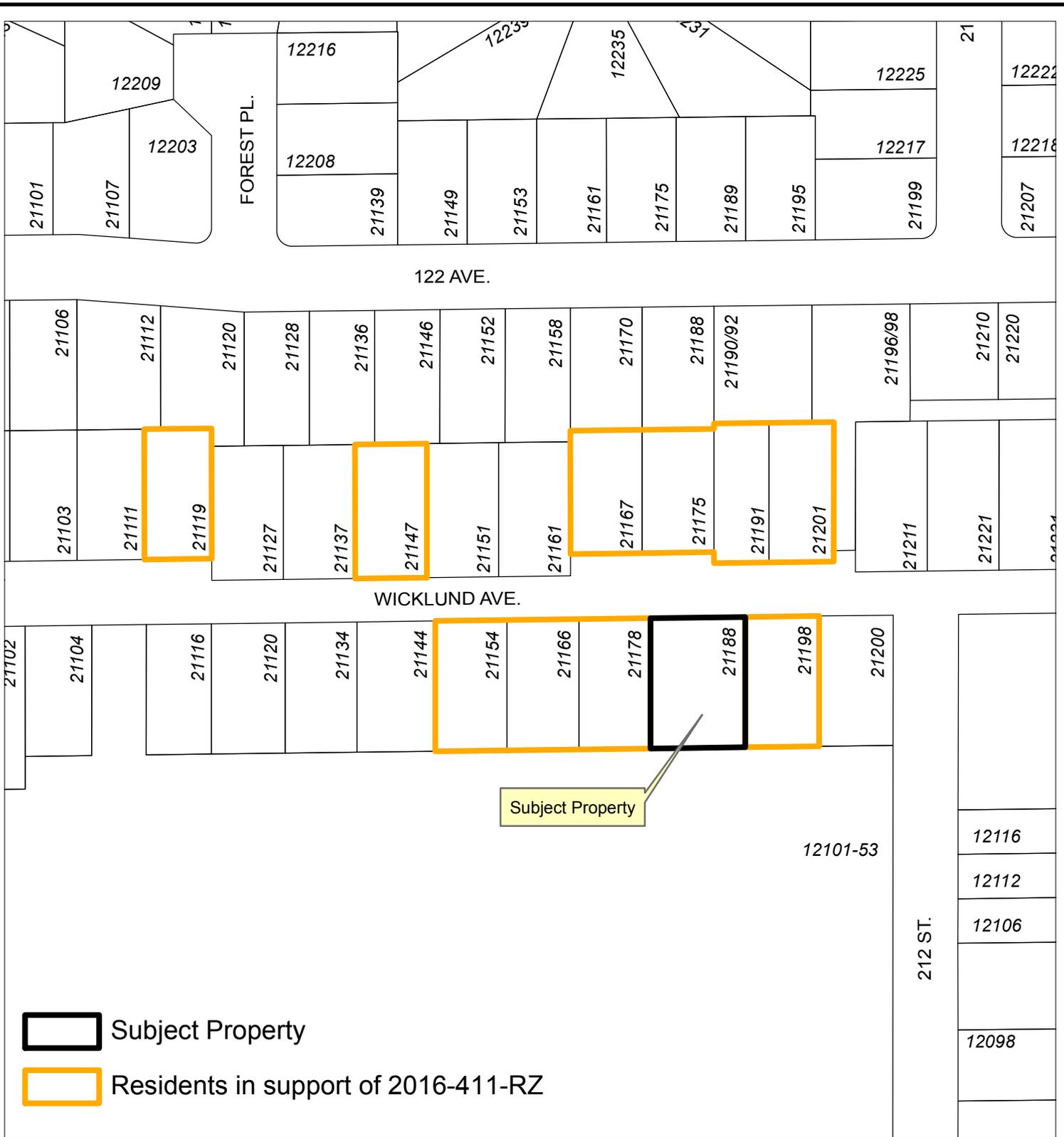


FILE: 2016-411-RZ  
DATE: Oct 21, 2016

BY: PC



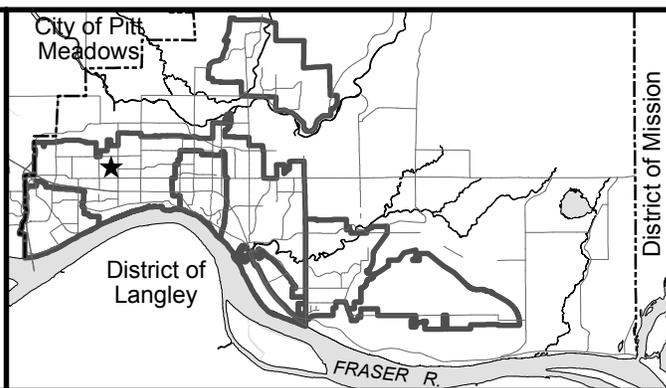




- Subject Property
- Residents in support of 2016-411-RZ



Scale: 1:1,500



21188 Wicklund Ave  
2016-411-RZ



2016-411-RZ  
DATE: Mar 28, 2017

BY: DT

City of Maple Ridge

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**MEETING DATE:** April 3, 2017  
**FILE NO:** 2017-036-DVP  
**MEETING:** CoW  
**SUBJECT:** Development Variance Permit  
116 Avenue  
Legal: Lot "B" except Parcel "One" (explanatory plan 32717) Section  
14, Township 12, New Westminster District Plan 6831

---

**EXECUTIVE SUMMARY:**

Development Variance Permit application 2017-036-DVP has been received to be able to construct a future residence on the vacant subject property located at 116 Avenue. The requested variances are to:

1. Waive the requirement to widen the asphalt width on 116 Avenue, from the required 7m to the existing asphalt width of 5m
2. Waive the requirement to upgrade the existing turnaround, from the required hammerhead turn-around into the existing turnaround at the west end of 116 Avenue

It is recommended that Development Variance Permit 2017-036-DVP be approved.

**RECOMMENDATION:**

That the Corporate Officer be authorized to sign and seal 2017-036-DVP respecting property located at 116 Avenue, identified as Lot "B" except Parcel "One" (explanatory plan 32717) Section 14, Township 12, New Westminster District Plan 6831

**DISCUSSION:**

**a) Background Context**

Applicant:	Christopher Torrens
Legal Description:	Lot B, Section 14, Township 12, New Westminster District Plan 6831
OCP : Zoning:	Agricultural RS-3 (One Family Rural Residential)
Surrounding Uses:	
North:	Use: Residential/Farm Zone: RS-3 (One Family Rural Residential) Designation: Agricultural
South:	Use: Park Zone: RS-3 (One Family Rural Residential) Designation: Park

East:            Use:            Residential  
                    Zone:            RS-3 (One Family Rural Residential)  
                    Designation:    Agricultural

West:            Use:            Residential/Farm  
                    Zone:            RS-3 (One Family Rural Residential)  
                    Designation:    Agricultural

Existing Use of Property:            Vacant  
Proposed Use of Property:           Residential  
Site Area:                                1.23 ha. (3.04 acres)  
Access:                                    116 Ave  
Servicing:                                Rural Standard with City Water

**b) Project Description:**

Development Variance Permit application 2017-036-DVP has been received to seek approval to waive the requirement to upgrade services, for the future Building Permit application to construct a residence on the vacant lot identified as Folio 63060-0000-8, legal description legal Lot “B” except parcel “One” (explanatory plan 32717) Section 14, township 12, New Westminder District Plan 68 (See Appendix A). The requested variance is to specifically waive the requirement of widening the asphalt on 116 Ave, and to waive the requirement of constructing a hammerhead turn-around at the west end of 116 Ave.

**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):

*To vary Subdivision and Development Services Bylaw No. 4800-1993, Schedule A –Services and Utilities, and Schedule D Design and Construction Standards;*

- a. Waive the requirement of widening the asphalt on 116 Ave: from the required 7m to the existing asphalt width of 5m, and
- b. Waive the requirement to upgrade the existing turnaround: from the required hammerhead turn-around into the existing turnaround at the west end of 116 Ave.

The above mentioned Bylaw requires 7m rural road asphalt, and furthermore dead end roads require a turn-around to a certain design as specified in the Design Manual. The Fire Department has determined that the existing road and turn-around are satisfactory for emergency vehicle access. The Engineering Department can support a variance to waive the requirement to widen the asphalt and upgrade the existing turn-around on 116 Ave.

**d) Citizen/Customer Implications:**

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

**CONCLUSION:**

Since the Fire Department has determined that the existing road and turn-around are satisfactory for emergency vehicle access, the Engineering Department can support a variance to waive the requirement to widen the asphalt and upgrade the existing turn-around on 116 Ave. It is therefore recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2017-036-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 Frank Quinn”

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

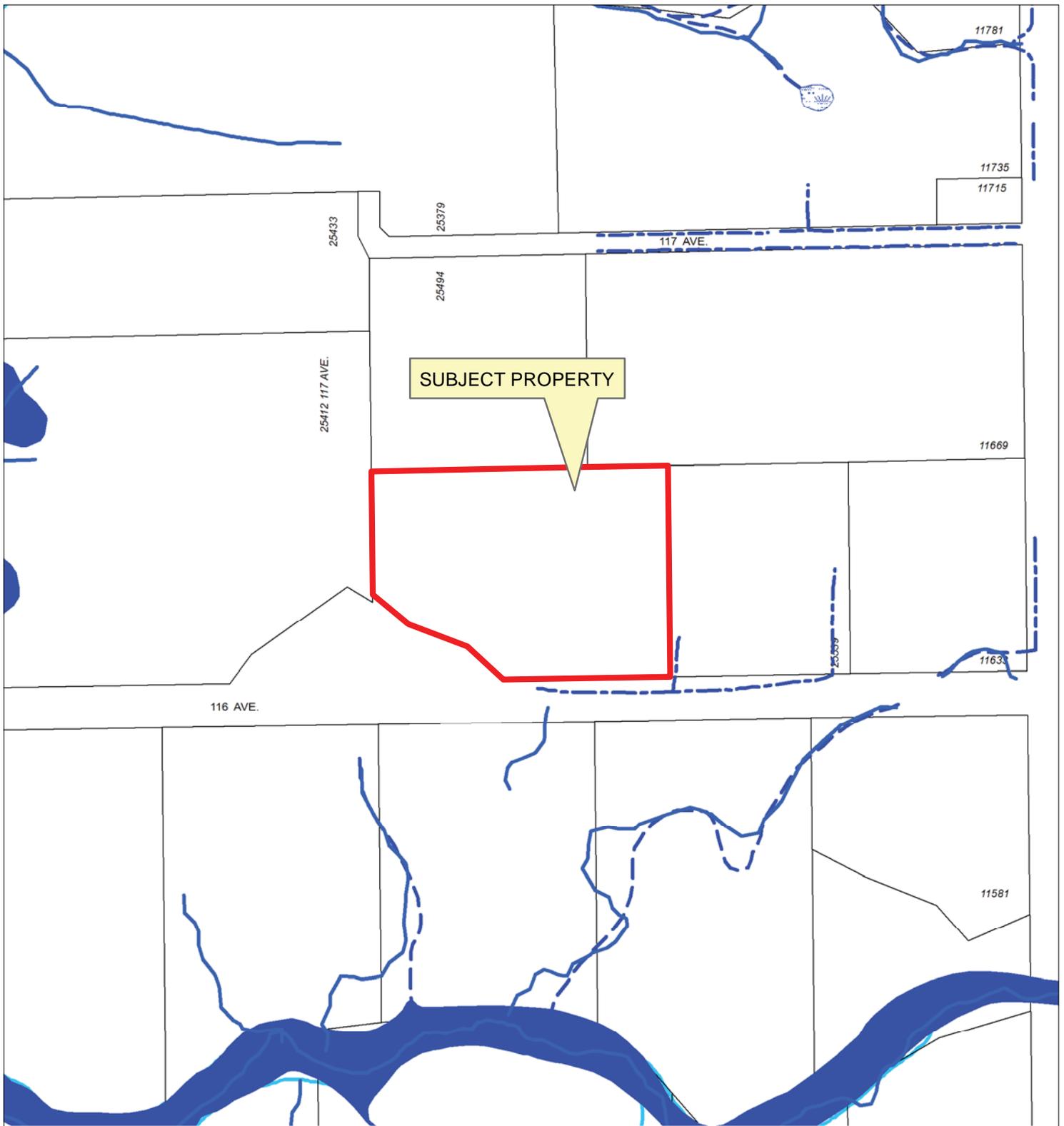
“Original signed by E.C. Swabey”

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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



Scale: 1:2,500

## Legend

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

Lot B, NWP6831



2017-036-VP  
DATE: Feb 15, 2017

BY: JV



Scale: 1:2,500

### Legend

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

Lot B, NWP6831



2017-036-VP  
DATE: Feb 15, 2017

BY: JV

**City of Maple Ridge**

<b>TO:</b>	Her Worship Mayor Nicole Read and Members of Council	<b>MEETING DATE:</b>	April 3, 2017
<b>FROM:</b>	Chief Administrative Officer	<b>FILE NO:</b>	2015-122-DP
		<b>MEETING:</b>	C of W
<b>SUBJECT:</b>	<b>Wildfire Development Permit 23154 136 Avenue</b>		

---

**EXECUTIVE SUMMARY:**

Wildfire Development Permit application 2015-122-DP has been received in conjunction with a proposed 31 single family lot subdivision under the R-2 (Urban Residential District) zone, located in the Silver Valley. A Wildfire Development Permit (WFDP) is required because the subject property, located at 23154 136 Avenue (see Appendices A and B), is located within the Wildfire Development Permit area.

On January 17, 2017, Bylaw No. 7187-2015 was adopted which amended Sections 8.4 (Development Permit Area Exemptions) and 8.12 (Wildfire Development Permit Guidelines) of the Official Community Plan (OCP). This application has been reviewed in relation to the revised Key Guideline Concepts (Section 8.12.1) and Guidelines (Section 8.12.2), and in consideration of the *Home Owners FireSmart Manual (BC Forest Service Protection Program)*. Final rezoning of the subject property was approved on February 28, 2017.

**RECOMMENDATION:**

**That the Corporate Officer be authorized to sign and seal 2015-122-DP respecting property located at 23154 136 Avenue.**

**DISCUSSION:**

**a) Background Context:**

Applicant:	Aplin & Martin Consultants	
Owners:	D.A. and S.M. Robinson W.P. and L.J. Robinson	
Legal Description:	Lot 2, Section 29, Township 12, New Westminster District Plan LMP9042, except Plan EPP65844	
OCP:	Existing:	Eco Clusters, Conservation
Zoning:	Existing:	R-2 (Urban Residential District), RS-3 (One Family Rural Residential)
Surrounding Uses:		
North:	Use:	Rural single family residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation	Eco Clusters, Conservation

South:	Use:	Agricultural, South Alouette River Campus
	Zone:	RS-3 (One Family Rural Residential), P-1 (Park and School)
	Designation:	Agricultural, Conservation
East:	Use:	Rural single family residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Eco Clusters, Conservation, Open Space
West:	Use:	Single family residential, Park
	Zone:	R-1 (Residential District), R-2 (Urban Residential District)
	Designation:	Eco Clusters, Conservation
Existing Use of Property:		Single Family Residential
Proposed Use of Property:		Single Family Residential
Site Area:		3.51 hectares (8.66 acres)
Access:		230A Street and future extension of 134 Loop
Servicing:		Urban Residential
Concurrent Applications:		2013-085-RZ, 2013-085-SD, 2013-085-DP, 2013-085-VP

**b) Project Description:**

The subject property at 23154 136 Avenue is 3.51 hectares (8.66 acres) in area. The property has been rezoned from RS-3 (One Family Rural Residential) to R-2 (Urban Residential District) to permit a subdivision of 27 lots (Appendix C). The current residence will remain on Lot 27 at this time, but the lot has the potential to be further subdivided into 5 lots in the future when the residence is removed.

The property to the west (23050 136 Avenue) is proceeding slightly ahead of this development with applications to rezone (2014-104-RZ) and subdivide (2014-104-SD) into 18 lots for a similar Eco Clusters development. Properties to the north and east are rural residential lots with the potential for Eco Clusters development in the future. Tributaries of Cattell Brook are located to the north, east and south of the Eco Clusters development proposed for this site.

A Wildfire Hazard Assessment has been received from B.A Blackwell & Associates and was prepared by a Registered Professional Forester qualified by training or experience in fire protection engineering, with at least two years of experience in fire protection engineering and with assessment and mitigation of wildfire hazards in British Columbia.

**c) Planning Analysis:**

The Wildfire Development Permit Area Guidelines are intended for the protection of life and property in designated areas that could be at risk for wildland fire and where this risk, in some cases, may be reasonably abated through implementation of appropriate precautionary measures.

A Wildfire Development Permit is required for all development and subdivision activity or building permits for areas within the Wildfire Development Permit area, as identified in the OCP. The Wildfire Development Permit Guidelines are to work in concert with all other regulations, guidelines and bylaws in effect.

This development respects the key guidelines as outlined in this section with comments provided by the Registered Professional Forester:

1. *Locate development on individual sites so that, when integrated with the use of mitigating construction techniques and landscape management practices, the risk of wildfire hazards is reduced;*

The residential units are clustered into distinct groups and separated by parks, parkettes, roads and trail systems. All building faces will meet the Fire Priority Zone 1 distance of 10 metres from the forest interface to ensure defensible space from radiant heat energy in the event of a wildfire. Recommendations for exterior building materials are in accordance with the FireSmart principles. Landscaping with the 10 metre Priority Zone 1 is in accordance with the FireSmart principles to ensure minimal fuel loading and provide ongoing resistance to wildfire.

2. *Mitigate wildfire impacts while respecting environmental conservation objectives and other hazards in the area;*

There is a clear distinction between private and public land (common areas). All landscaping within 10 metres of the proposed home footprints and within the lot lines of the new lots will comply with the FireSmart Landscaping Guidelines. Parks/Parkettes will have 70% deciduous and 30% coniferous plantings, with conifers to be spaced a minimum of 5 metres and outside of the Fire Priority Zone 1. This includes the trails, parks, adjacent neighbouring parcels, roadways and common areas.

3. *Ensure identified hazard areas are recognized and addressed within each stage of the land development process;*

Hazardous fuels within 60 metres of the site have been identified, and do not significantly influence the fire hazard of the new lots. An isolated C4 fuel complex is small (<0.5hectares) and a C3/C4 fuel complex is greater than 500 metres away. All combustible materials and wood biomass accumulations are to be removed offsite. This includes pre-existing, construction and maintenance phases. Ongoing management recommendations for building and landscaping maintenance have been included.

4. *Manage the interface forest fuel components, including vegetation and structures, thereby increasing the probability of successful fire suppression, containment and minimize adverse impacts.*

The placement of fire hydrants will be consistent with neighbouring standards of approximately 100 metres separation distance. Access and egress to the development is limited to 230A Street to the west. The development will have interior loop roads to service all units. A multipurpose trail will be constructed across the south and east of the development that can provide emergency access through the developments to the west and with a connection north to 136 Avenue through the panhandle. Road widths have been designed to allow emergency vehicles to pass at strategic locations.

**d) Environmental Implications:**

An application for a Watercourse and Natural Features Protection Development Permit (2013-085-DP) has been received and is being reviewed concurrently with this application. The Project Coordinator for the professional consultants for this development has reviewed all the consultant reports and ensured that there are no incompatibilities with regard to recommendations, standards, policies, or guidelines resulting from the work/reports of the professional consultants.

**CONCLUSION:**

On January 17, 2017, Bylaw No. 7187-2015 was adopted which amended Sections 8.4 (Development Permit Area Exemptions) and 8.12 (Wildfire Development Permit Guidelines) of the Official Community Plan (OCP). This application is consistent with the revised Key Guideline Concepts (Section 8.12.1) and Guidelines (Section 8.12.2), and in consideration of the *Home Owners FireSmart Manual (BC Forest Service Protection Program)*. Therefore, it is recommended that this Wildfire Development Permit 2015-122-DP be approved.

“Original signed by Ann Edwards”

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**Prepared by: Ann Edwards, CPT  
Senior Planning Technician**

“Original signed by Michael Van Dop”

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**Approved by: Michael Van Dop  
Deputy Fire Chief**

“Original signed by Christine Carter”

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

“Original signed by Frank Quinn”

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

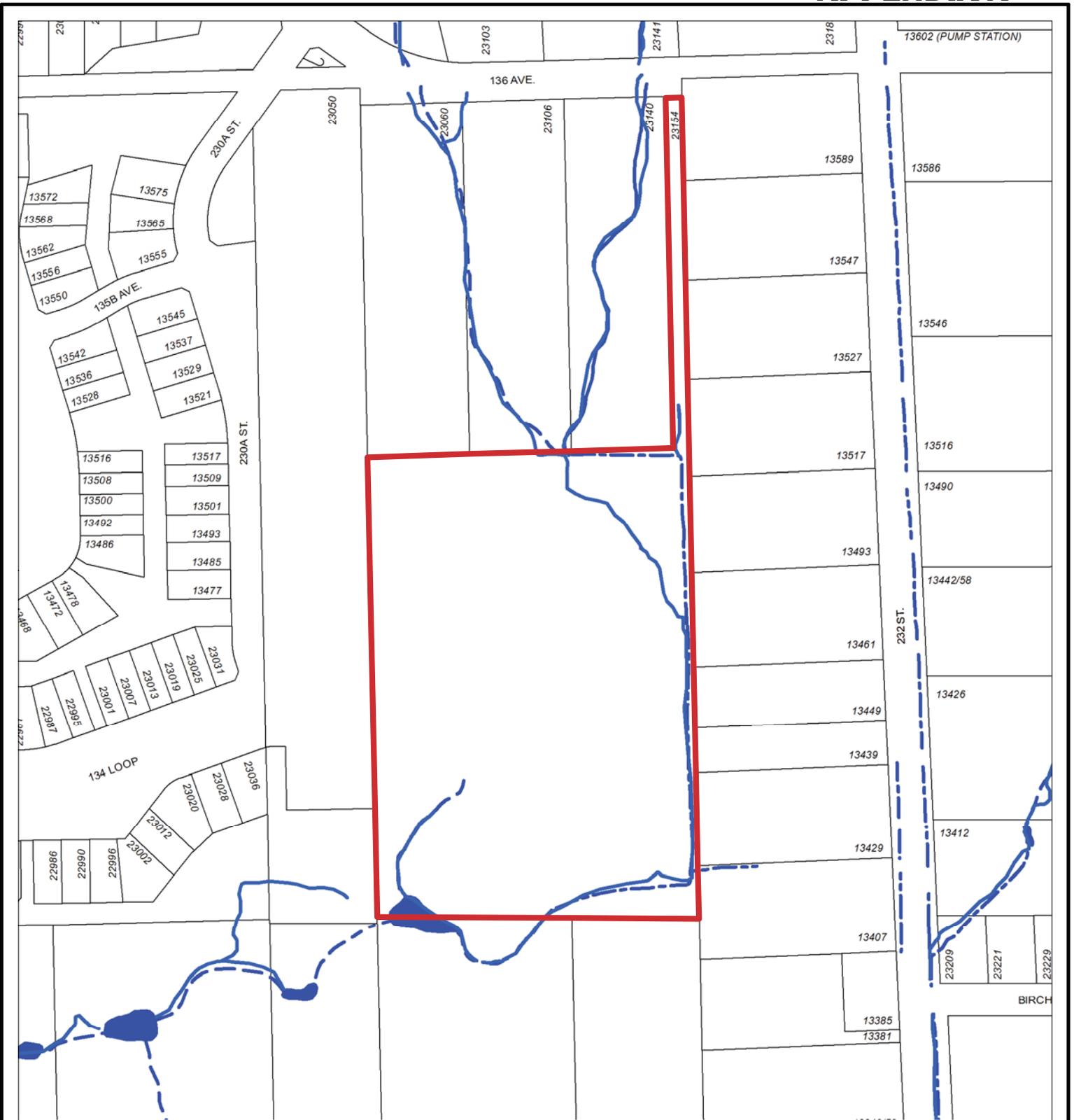
“Original signed by E.C. Swabey”

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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 – Subdivision Plan



Scale: 1:2,500

## Legend

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

## 23154 136 AVENUE

PLANNING DEPARTMENT



**MAPLE RIDGE**

British Columbia

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

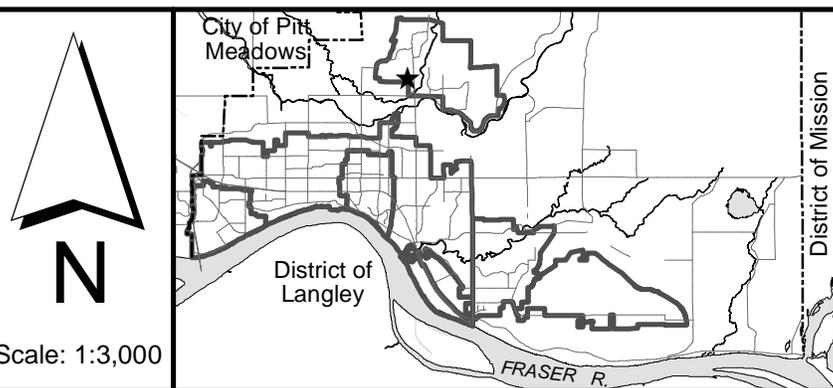
FILE: 2015-122-DP

DATE: Mar 2, 2016

BY: PC



Aerial Imagery from the Spring of 2016

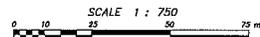
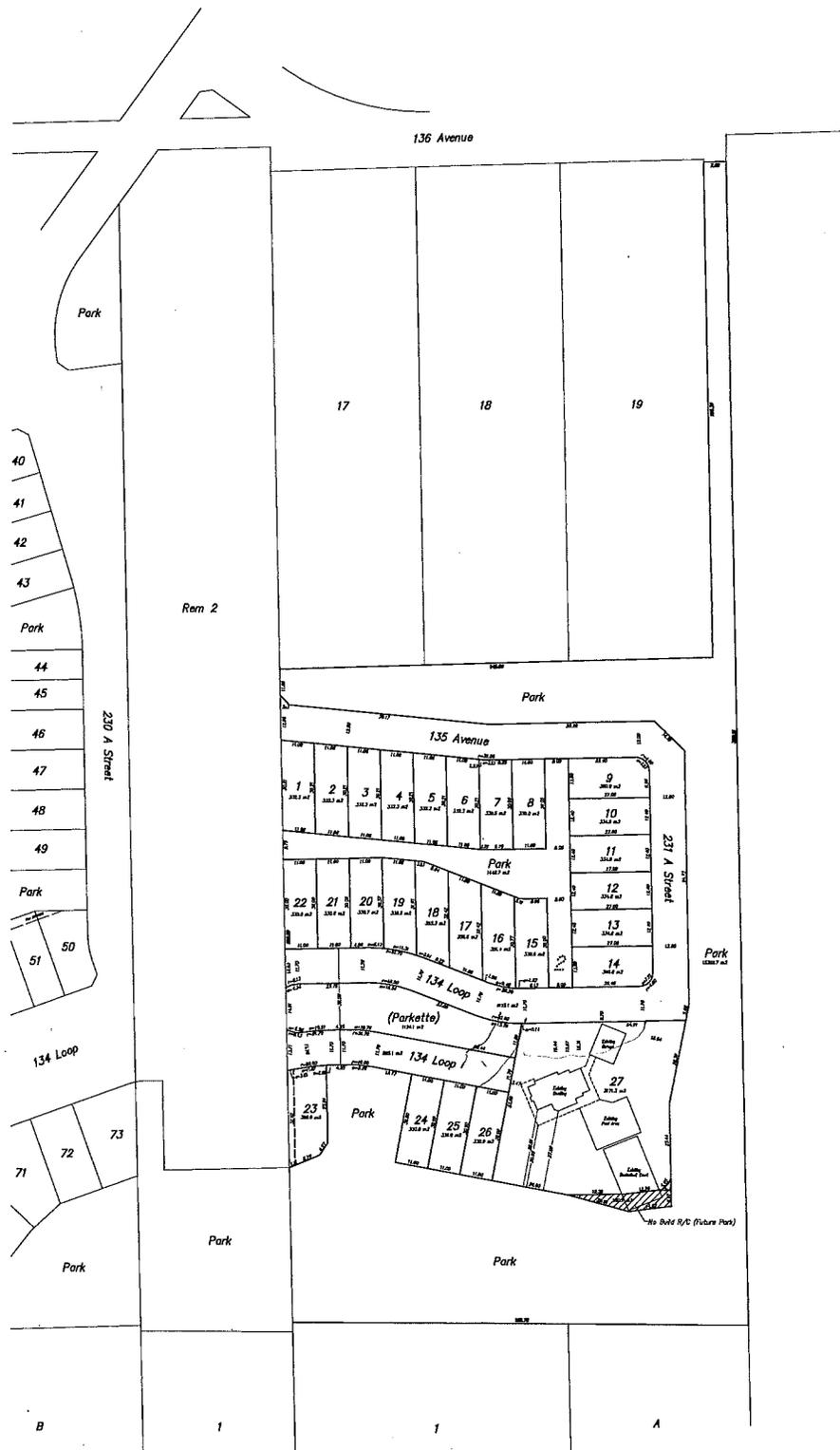


Scale: 1:3,000

23154 136 AVENUE	
PLANNING DEPARTMENT	
 <b>MAPLE RIDGE</b> British Columbia	
<a href="http://mapleridge.ca">mapleridge.ca</a>	
FILE: 2015-122-DP	DATE: Feb 14, 2017
BY: PC	



# APPENDIX C



**Client:** Aplin & Martin Consultants Ltd.

**Project:** SD Plan for 2013-085-R2

**Drawing Title:**  
 Survey Sketch Plan Of Proposed Subdivision Of  
 Lot 2 Section 29 Township 12  
 New Westminster District Plan LMP9042

**Benchmark Notes:**

**Terra Pacific**  
 Land Surveying Ltd.  
 22371 St. Anne Avenue, Maple Ridge, BC  
 Phone: 604-463-2500 Fax: 604-463-4501

**Legend:**

**Notes:**

Control Correct  
 7th 22nd Day of July, 2016

Paper Size: 34" x 22"

Date: July 22, 2016

File: MR12-728ROBINSON SUB\_REVS\_SKETCH 27 LOTS

Mike Osherson, BCS

**City of Maple Ridge**

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** **Wildfire Development Permit**  
**23050 136 Avenue**

**MEETING DATE:** April 3, 2017  
**FILE NO:** 2015-123-DP  
**MEETING:** C of W

---

**EXECUTIVE SUMMARY:**

Wildfire Development Permit application 2015-123-DP has been received in conjunction with a proposed 18 single family lot subdivision under the R-1 (Residential District), R-2 (Urban Residential District), and RS-1b (One Family Urban (Medium Density) Residential) zones, located in the Silver Valley. A Wildfire Development Permit (WFDP) is required because the subject property, located at 23050 136 Avenue (see Appendices A and B), is located within the Wildfire Development Permit area.

On January 17, 2017, Bylaw No. 7187-2015 was adopted which amended Sections 8.4 (Development Permit Area Exemptions) and 8.12 (Wildfire Development Permit Guidelines) of the Official Community Plan (OCP). This application has been reviewed in relation to the revised Key Guideline Concepts (Section 8.12.1) and Guidelines (Section 8.12.2), and in consideration of the *Home Owners FireSmart Manual (BC Forest Service Protection Program)*. Final rezoning of the subject property was approved on December 6, 2016.

**RECOMMENDATION:**

**That the Corporate Officer be authorized to sign and seal 2015-123-DP respecting property located at 23050 136 Avenue.**

**DISCUSSION:**

**a) Background Context:**

Applicant: Aplin & Martin Consultants  
Owner: 1076213 B C Ltd.

Legal Description: Lot 2, Section 29, Township 12, New Westminster District Plan 5116, except Plans BCP42569, BCP48907 and EPP59915

OCP: Existing: Eco Clusters, Conservation, Low/Medium Density Residential

Zoning: Existing: R-1 (Residential District), R-2 (Urban Residential District), RS-1b (One Family Urban (Medium Density) Residential), RS-3 (One Family Rural Residential)

## Surrounding Uses

North:	Use:	Single family residential, Park
	Zone:	R-1 (Residential District)
	Designation:	Low/Medium Density Residential, Conservation
South:	Use:	Park
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Conservation
East:	Use:	Rural single family residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Eco Clusters, Conservation
West:	Use:	Single family residential, Park
	Zone:	R-1 (Residential District), R-3 (Special Amenity Residential District)
	Designation:	Eco Clusters, Conservation

Existing Use of Property:	Vacant
Proposed Use of Property:	Single Family Residential
Site Area:	1.7 ha (4.22 acres)
Access:	230A Street
Servicing:	Urban Residential
Concurrent Applications:	2014-104-RZ, 2014-104-SD, 2012-104-DP

### **b) Project Description:**

The subject property at 23050 136 Avenue is 1.7 hectares (4.22 acres) in area. The property has been rezoned from RS-3 (One Family Rural Residential) to R-1 (Residential District), R-2 (Urban Residential District) and RS-1b (One Family Urban (Medium Density) Residential) to permit a subdivision of 18 lots (Appendix C). Portions of Lots 1, 8 and 18 have the potential to be further subdivided in the future in consolidation with portions of adjacent properties.

The lands to the west and north have already been developed in compliance with the Silver Valley Area plan. The land to the east, adjacent to the south half of this development, is under application (2013-085-RZ) for a similar Eco Clusters development that is nearing completion.

A Wildfire Hazard Assessment has been received from B.A Blackwell & Associates and was prepared by a Registered Professional Forester qualified by training or experience in fire protection engineering, with at least two years of experience in fire protection engineering and with assessment and mitigation of wildfire hazards in British Columbia.

### **c) Planning Analysis:**

The Wildfire Development Permit Area Guidelines are intended for the protection of life and property in designated areas that could be at risk for wildland fire and where this risk, in some cases, may be reasonably abated through implementation of appropriate precautionary measures.

A Wildfire Development Permit is required for all development and subdivision activity or building permits for areas within the Wildfire Development Permit area, as identified in the OCP. The Wildfire

Development Permit Guidelines are to work in concert with all other regulations, guidelines and bylaws in effect.

This development respects the key guidelines as outlined in this section with comments provided by the Registered Professional Forester:

1. *Locate development on individual sites so that, when integrated with the use of mitigating construction techniques and landscape management practices, the risk of wildfire hazards is reduced;*

The residential units are clustered into distinct groups and separated by parks, parkettes, roads and trail systems. All building faces will meet the Fire Priority Zone 1 distance of 10 metres from the forest interface to ensure defensible space from radiant heat energy in the event of a wildfire. Recommendations for exterior building materials are in accordance with the FireSmart principles. Landscaping with the 10 metre Priority Zone 1 is in accordance with the FireSmart principles to ensure minimal fuel loading and provide ongoing resistance to wildfire.

2. *Mitigate wildfire impacts while respecting environmental conservation objectives and other hazards in the area;*

There is a clear distinction between private and public land (common areas). All landscaping within 10 metres of the proposed home footprints and within the lot lines of the new lots will comply with the FireSmart Landscaping Guidelines. Parks/Parkettes will have 70% deciduous and 30% coniferous plantings, with conifers to be spaced a minimum of 5 metres and outside of the Fire Priority Zone 1. This includes the trails, parks, adjacent neighbouring parcels, roadways and common areas.

3. *Ensure identified hazard areas are recognized and addressed within each stage of the land development process;*

Hazardous fuels within 60 metres of the site have been identified, and do not significantly influence the fire hazard of the new lots. An isolated C4 fuel complex is small (<0.5hectares) and a C3/C4 fuel complex is greater than 500 metres away. All combustible materials and wood biomass accumulations are to be removed offsite. This includes pre-existing, construction and maintenance phases. Ongoing management recommendations for building and landscaping maintenance have been included.

4. *Manage the interface forest fuel components, including vegetation and structures, thereby increasing the probability of successful fire suppression, containment and minimize adverse impacts.*

The placement of fire hydrants will be consistent with neighbouring standards of approximately 100 metres separation distance. Access and egress to the development is limited to 230A Street to the west. The development will have interior loop roads to service all units. A multipurpose trail will be constructed across the bottom of the development that can provide emergency access through the developments to the east and west. Road widths have been designed to allow emergency vehicles to pass at strategic locations.

**d) Environmental Implications:**

An application for a Watercourse and Natural Features Protection Development Permit (2014-104-DP) has been received and is being reviewed concurrently with this application. The Project Coordinator for the professional consultants for this development has reviewed all the consultant reports and ensured that there are no incompatibilities with regard to recommendations, standards, policies, or guidelines resulting from the work/reports of the professional consultants.

**CONCLUSION:**

On January 17, 2017, Bylaw No. 7187-2015 was adopted which amended Sections 8.4 (Development Permit Area Exemptions) and 8.12 (Wildfire Development Permit Guidelines) of the Official Community Plan (OCP). This application is consistent with the revised Key Guideline Concepts (Section 8.12.1) and Guidelines (Section 8.12.2), and in consideration of the *Home Owners FireSmart Manual (BC Forest Service Protection Program)*. Therefore, it is recommended that this Wildfire Development Permit 2015-123-DP be approved.

“Original signed by Ann Edwards”

---

**Prepared by: Ann Edwards, CPT  
Senior Planning Technician**

“Original signed by Michael Van Dop”

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**Approved by: Michael Van Dop  
Deputy Fire Chief**

“Original signed by Christine Carter”

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

“Original signed by Frank Quinn”

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

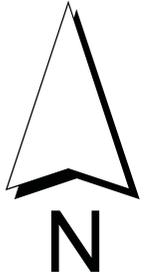
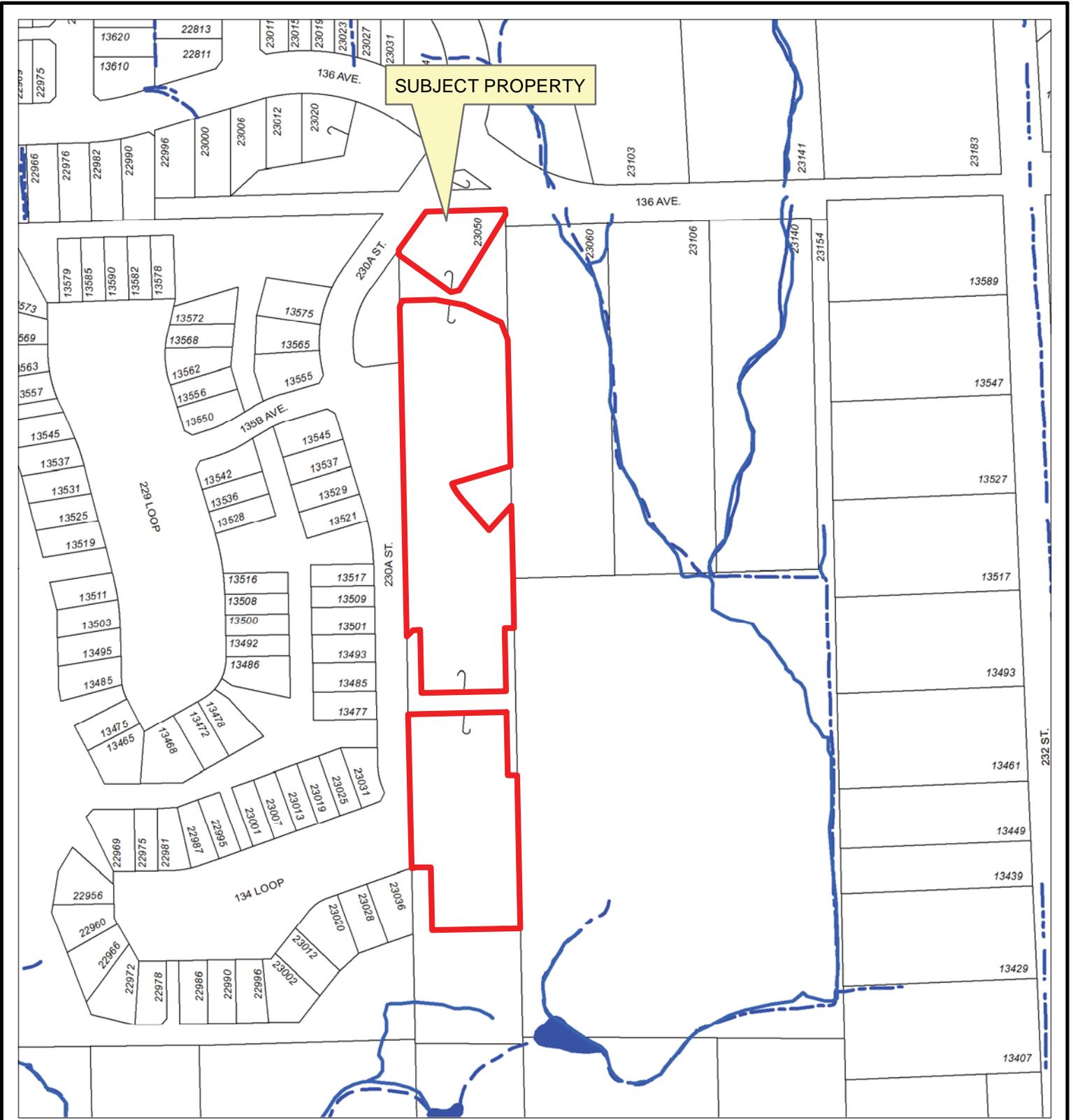
“Original signed by E.C. Swabey”

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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 – Subdivision Plan



Scale: 1:2,500

### Legend

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

## 23050 136 AVENUE

PLANNING DEPARTMENT

**MAPLE RIDGE**  
British Columbia

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

2015-123-DP  
DATE: Mar 22, 2017

BY: DP



Scale: 1:2,500

**Legend**

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

2305 136 AVENUE

PLANNING DEPARTMENT



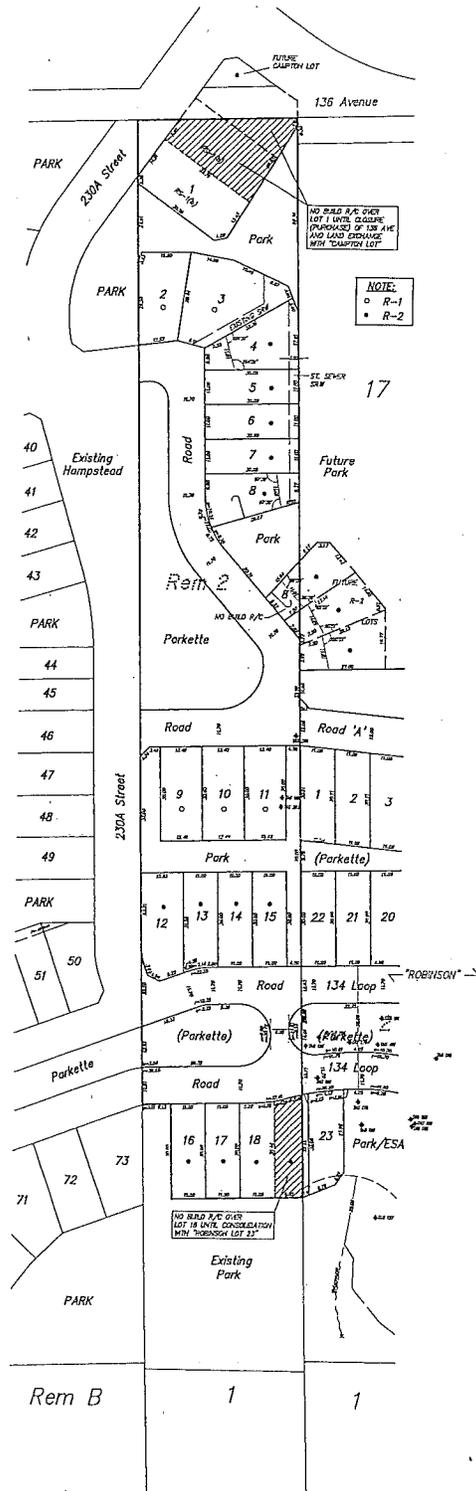
**MAPLE RIDGE**  
British Columbia

**mapleridge.ca**

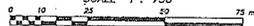
2015-123-DP  
DATE: Mar 22, 2017

BY: DP

# APPENDIX C



PAPER SIZE: 34" x 22"  
 DATE: JANUARY 26, 2015  
 FILE: MR12-728K\_SUB2\_PLAN 1  
 SCALE 1 : 750



**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Katie's Place Lease Renewal

**MEETING DATE:** April 03, 2017  
**FILE NO:**  
**MEETING:** COW

---

**EXECUTIVE SUMMARY:**

Katie's Place Domestic Animal Response and Education Society has requested that their lease for the animal shelter site be renewed for a period of three years. The Society has met all of the obligations of their lease to date and have made a significant contribution to our community through advocacy for the provision of responsible, respectful and compassionate care to animals within our community.

**RECOMMENDATION:**

**That the Katie's Place Domestic Animal Response and Education Society lease be renewed for a period of three years and that the Corporate Officer be authorized to execute the lease.**

**DISCUSSION:**

**a) Background Context:**

Katie's place is a not for profit society providing shelter for cats and has been in operation in Maple Ridge since 2001. The shelter was initially located on private land on 240 Street. When the Katie's Place lease expired, they approached the City with a request to locate their facility to Municipal lands, which was granted in 2006. They have been located at the same location providing shelter and care for cats since that time.

**b) Desired Outcome:**

Katie's Place provides a valuable service to the community, and its many volunteers and clients would like to see the Society continue to operate at this location.

**c) Strategic Alignment:**

Provide high quality municipal services to our citizens and customers in a cost effective, efficient and timely manner.

**d) Citizen/Customer Implications:**

The City also has a lease agreement with the SPCA at the same location and the obvious advantage is that residents interested in adopting a cat are able to visit both locations, and Katie's Place has an excellent working relationship with the SPCA.

**e) Interdepartmental Implications:**

Katie's Place works closely with the City's Bylaws Department.

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

The Society are largely self-sufficient and do not rely on the City for any assistance or resources beyond the lease for the land that their facility occupies. The attached lease terms are \$1.00 per year of the lease, and all capital and operating costs are borne by the lessee.

**g) Policy Implications:**

This service is consistent with and supports the partnering agreement that the City has with the SPCA at the same location.

**CONCLUSIONS:**

Staff supports the request from the Katie's Place Domestic Animal Response and Education Society Lease to renew their lease for the animal shelter.

"Original signed by David Boag"

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*Prepared by:* David Boag, Director Parks & Facilities

"Original signed by Kelly Swift"

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*Approved by:* Kelly Swift, General Manager, Community Development  
Parks & Recreation Services

"Original signed by E.C. Swabey"

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

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Attachment - Katie's Place Domestic Animal Response and Education Society Lease

**KATIES PLACE DOMESTIC ANIMAL RESPONSE  
AND EDUCATION SOCIETY**

**LEASE**

THIS INDENTURE made the 15th day of April, 2017

BETWEEN:

**CITY OF MAPLE RIDGE**, 11995 Haney Place, Maple Ridge, BC V2X 6A9

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

**KATIE'S PLACE DOMESTIC ANIMAL RESOURCE AND EDUCATION SOCIETY  
(S-48266)** a Society duly incorporated under the laws of the Province of  
British Columbia, having its address at 10255 Jackson Road, Maple Ridge,  
BC V2W 1G5

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hereby demises and leases unto the Lessee a portion of the premises more particularly described as:

Parcel Identifier 100281, Part N ½ of NE ¼, Except Plan  
RP6502, P38409, BCP5542, Section 3, Township 12, New  
Westminster City

and for greater certainty, the demised premises shall not  
include any road or lane (hereinafter referred to as the  
"Demised Premises"):

and described more fully in Schedule "A" to this agreement.

TO HAVE AND TO HOLD the Demised Premises for and during the term of three (3) years commencing on the 1st day of April, 2017, unless this lease is terminated as hereinafter provided.

YIELDING AND PAYING therefore unto the Lessor during the said term the yearly rent of One (\$1.00) Dollar, payable on the 15<sup>th</sup> day of April in each and every year during the term hereof, commencing on the 15th day of April, 2017.

THE LESSEE COVENANTS AND AGREES WITH THE LESSOR as follows:

1. To pay rent as aforesaid.
2. The Lessee will not allow the Demised Premises to be used for any other purpose other than those as listed in Schedule "B" attached hereto and those approved in writing by the Lessor from time to time. The Lessee will forward an annual report on the Lessee's activities for the previous year including an annual financial statement on a yearly basis. The City shall reserve the right to require that an independently prepared audit be completed at the City's sole discretion and expense.
3. To observe and fulfill the provisions and requirements of all statutes, Orders-in-Council, By-laws, rules and regulations, municipal, parliamentary or by other lawful authority relating to the use of the Demised Premises and without limitation thereto to comply with all applicable recommendations of the Insurers' Advisory Organization of Canada or any body having similar functions or of any liability or fire insurance company by which the Lessor or Lessee may be insured.
4. Not to assign or transfer this Lease or the term or any portion thereof or let or sublet all or any part of the Demised Premises or to part with possession of the whole or any part of the Demised Premises without the written consent of the Lessor being first had and obtained. Such consent not to be unreasonably withheld so long as the financial status of the proposed assignee or sub-lessee or other party as above and certification as an approved animal rescue agency is acceptable to the Lessor.
5. Notwithstanding any other provisions of this Lease, to indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions growing out of:
  - (a) any breach, violation or non-performance of any covenant, condition, or agreement in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed;
  - (b) any damage to property occasioned by the Lessee's use and occupation of the Demised Premises;
  - (c) any injury to person or persons, including death, resulting at any time therefrom, occurring on the Demised Premises.
6. That if the Lessor shall suffer or incur any damage, loss or expense or be obliged to make any payment for which the Lessee is liable hereunder by reason of any failure of the Lessee to observe and comply with all of the covenants of the Lessee herein contained then the Lessor shall have the right to add the cost or amount of such damage, loss, expense or payment to the rent hereby reserved and any such amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recovery of rent in arrears.

7. The Lessee is fully familiar with and assumes sole responsibility for the physical condition of the demised premises and the buildings, improvements, fixtures and equipment thereon. The Lessor has made no representation of any nature in connection therewith and shall not be liable for any latent or patent defects therein.
8. The Lessee waives and renounces the benefit of any present or future statute or any amendments thereto taking away or limiting the Lessor's right of distress and agrees with the Lessor, that notwithstanding any such enactment, all goods and chattels of the Lessee from time to time on the Demised Premises shall be subject to distress for arrears of rent.
9. The Lessee shall not carry on or permit to be carried on any activity on the Demises Premises which shall constitute a nuisance to the users of other property at or near the Demised Premises and shall indemnify the Lessor from any claims against the Lessor arising from the use and occupation of the Demised Premises by the Lessee.
10. Proviso for re-entry by the Lessor on non-performance of covenants.
11. The Lessee does hereby indemnify and save the Lessor harmless from and against claims which might arise pursuant to the Builders Lien Act of British Columbia as it may from time to time be amended in respect of any materials or services supplied in respect of the Demised Premises at the Lessee's request and the Lessee shall forthwith remove any builders liens placed against the Demised Premises.
12. To pay or cause to be paid all taxes, rates and assessments now or hereafter levied, rated or assessed against the Demised Premises including without limiting the generality of the foregoing, sewer, taxes and other charges, and any federal taxes.

THE LESSOR COVENANTS AND AGREES WITH THE LESSEE as follows:

13. For quiet enjoyment.

#### MAINTENANCE

14. The Lessee agrees to take good and reasonable care of the Demised Premises and of the buildings, improvements, fixtures and equipment now or hereafter located thereon and of every part thereof and at the Lessee's sole cost and expense to manage, operate and maintain and keep the same in good order, repair and condition throughout the interior and exterior of the building, and to promptly make all required and necessary repairs thereto, including all windows, fixtures, machinery, facilities, equipment and appurtenances belonging to the Demised Premises, reasonable wear and tear excepted.
15. The Lessee covenants with the Lessor to keep the premises thereto free of ice and snow and shall provide receptacles for rubbish of all kinds and will attend to the removal of the same from the premises or enter a mutually agreement with the SPCA Manager to arrange for suitable disposal of any rubbish that Katie`s place is responsible for.
16. The Lessee agrees that the Lessor and its agents may at all reasonable times enter the Demised Premises to view the state of repair and the Lessee shall within thirty

days after receipt of written notice thereof, commence and diligently proceed to make such repairs and replacements as the Lessor may reasonably require; and in the event of the Lessee's failure or neglect so to do within the time herein specified, the Lessor and its agents may enter the Demised Premises and at the Lessee's expense perform and carry out all such repairs or replacements and the Lessor in so doing shall not be liable for any inconvenience, disturbance, loss of business or other damage resulting therefrom.

17. The Lessee shall maintain the building and grounds located on the demised premises to a level of service equivalent to other Municipal buildings and grounds.
18. The Lessee shall pay all costs for utilities (electricity, gas, telephone, etc.) provided to the Lessee's building.

#### INSURANCE

19. The Lessee shall maintain general public liability insurance in such amounts as the Lessor may from time to time reasonably require and shall name the City of Maple Ridge as additional named insured on the policy.
20. The Lessee shall insure and keep insured to their full insurable value, during the said term, all buildings, structures, fixtures and equipment on the Demised Premises against loss or damage by fire and against loss by such other insurable hazards as it may from time to time reasonably require. Should the said buildings or structures be lost or damaged due to an insurable hazard, the Lessee will, upon receipt of the insurance proceeds, repair such damage in a timely manner in order that the use of the demised premises as noted in Schedule "A" may be recommenced as soon as possible.
21. All insurance required to be maintained by the Lessee hereunder shall be on terms and with insurers to which the Lessor has no reasonable objection and shall provide that such insurers shall provide to the Lessor thirty (30) days prior written notice of cancellation of 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 repay to the Lessor any amounts paid by the Lessor as premiums forthwith upon demand.

#### BUILDING

22. Alterations may be made to the property with the permission in writing of the Lessor for normal repair and maintenance occasioned by ordinary wear and tear providing that such permission shall not be unreasonably withheld.
23. In the event that the Lessee should vacate the Demised Premises, no longer be a Society in good-standing as defined in the Societies Act, fail to meet its obligations under this lease and be deemed to have breached the lease or, for any reason, no longer be able to use the building, the Lessee may be required by the Lessor to remove the building at the Lessee's sole expense noting that the lessee shall have

the right to remove the building even if the Landlord does not require it to be removed, should the lessee wish to do so. Such removal shall be undertaken at the Lessee's sole expense with due care being paid to returning the site to the same or an improved condition to that which was the case when the premises were first leased to the Lessee.

#### HOLDOVER

24. If at the expiration of the Lease:

- (a) the Lessee shall hold over for any reason, and;
- (b) if the Lessor accepts rent;

the tenancy of the Lessee thereafter shall be from month to month only and shall be subject to all the 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.

#### ARBITRATION

25. In the event of a dispute arising under this Lease the provisions of the Commercial Arbitration Act, S.B.C, 1986, c.3 as it is amended from time to time shall apply with the Lessor and the Lessee bearing the costs of the arbitration in equal shares.

#### SURRENDER

26. The Lessee, at the expiration or sooner determination of this Lease will peaceably surrender and give up possession of the Demised Premises without notice from the Lessor. Upon the surrender of the Demised Premises the Lessee shall return the Demised Premises to the Lessor inclusive of all improvements and facilities provided by the Lessor.

27. The Lessor shall have the right at its sole discretion to move the building to another location within the City of Maple Ridge for the unexpired remainder of the term and/or renewal terms providing that such a move shall be at the Lessor's expense, and providing that six (6) months notice of said requirement to move shall be given to the Lessee by the Lessor.

THE LESSOR AND THE LESSEE COVENANT and agree one with the other that:

28. Failure of the Lessee to:
- a. maintain standing as an approved rescue group with the Society for the Prevention of Cruelty to Animals (so long as the S.P.C.A. continues to provide such approvals and providing that the S.P.C.A. shall act reasonably in providing or removing such approval),
  - b. maintain its status as a non-profit registered society in good standing in accordance with law as of British Columbia
  - c. carry out the activities listed in Schedule "B" attached hereto, as amended by mutual agreement from time to time,
  - d. act in accordance with the Prevention of Cruelty to Animals Act or
  - e. meet the other obligations of this lease agreement

shall constitute a breach of this lease and may result in termination of the agreement and the Lessee's right to occupy the "Demised Premises".

29. 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 to have been made unless expressed in writing and signed by the Lessor.
30. This Lease and everything herein contained, shall enure to the benefit of and be 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.
31. Any additional covenants, conditions or agreements set forth in writing and attached hereto whether at the commencement of the said term or at any subsequent time and signed or initialed by the parties hereto shall be read and construed together with and as part of this Lease, provided always that when the same shall be at variance with any printed clause of this Lease, such additional covenants, conditions and agreements shall be deemed to supersede such printed clause.
32. Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiency 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:

City of Maple Ridge  
11995 Haney Place  
Maple Ridge, B.C. V2X 6A9

and in the case of the Lessee, addressed to:

Katie's Place Domestic Animal Resource and Education Society  
10255 Jackson Road  
Maple Ridge, BC V2W 1G5

The date of the receipt of any 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.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first before written.

Witness Signature

Execution Date (ymd)

Party(ies) Signature(s)

\_\_\_\_\_

\_\_\_\_\_

KATIE'S PLACE DOMESTIC  
ANIMAL RESOURCE AND  
EDUCATION SOCIETY  
by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

(as to all signatures)

CITY OF MAPLE RIDGE by its  
authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

(as to both signatures)

## SCHEDULE A

This schedule outlines the specific location of the building on the property.

## SCHEDULE B

This schedule outlines the purposes that the demised premises shall be used for by the Katie's Place Domestic Animal Resource and Education Society.

**The following is a list of the purposes and uses for the demised premises:**

1. Small animal rescue accepting from the general public and caring for cats and other small animals (rabbits, hamsters, guinea pigs). It is understood the definition of small animals does not include dogs.
2. Providing public education related to appropriate animal care and responsible pet ownership.
3. To establish and operate a no-kill animal shelter and foster program for the reception and care of animals, an in particular, sick, injured or unwanted animals (with euthanasia being performed only in cases where a satisfactory quality of life for the animal is unattainable).
4. To educate the public in the humane, responsible and respectful treatment of animals.
5. To provide information and access to low cost spay and neuter programs within the community.
6. To seek out appropriate and responsible homes for animals through active and creative adoption programs;
7. To provide permanent sanctuary or foster care for animals, particularly those which have physical, behavioral or emotional disabilities.
8. To solicit, receive and acquire donations, gifts, devises and bequests and carry on fund raising campaigns for the purposes of the Society; to invest and re-invest any principal in such manner as may from time to time be determined; and to disburse and distribute such money and property of every kind in the furtherance of the purpose of the Society.
9. To operate in accordance with the Protocol letter agreement between Katie's Place Domestic Animal Resource and Education Society and the Society for the Prevention of Cruelty to Animals dated February 20, 2012 and attached to this lease as Schedule "C".

## SCHEDULE C

### **Protocol Agreement between Katie's Place Domestic Animal Resource and Education Society and the Society for the Prevention of Cruelty to Animals**

The following terms shall apply:

- 1) The Katie's Place building will be occupying a site adjacent to the City of Maple Ridge Animal Shelter on Jackson Road. The specific site must be approved by the City. Such approval will be subject to consultation with the designated representative of the SPCA.
- 2) A lease will be entered into for use of the lands by Katie's Place. The lease will require that Katie's Place Domestic Animal Resource and Education Society cover all costs of the construction, servicing, maintenance, utilities and operation of the building. There shall be no cost to the SPCA or to the City as a result of this agreement.
- 3) While Katie's Place and the SPCA will continue to work with each other it is understood that the two groups are entirely independent Societies and each agrees to respect the other's policies, providing it is understood that it is a material provision of the lease that Katie's Place must maintain its status as an SPCA approved animal rescue agency (so long as the S.P.C.A. continues to provide such approvals and providing that the S.P.C.A. shall act reasonably in providing or removing such approval),
- 4) It is understood that Katie's Place will accept cats and other small animals (rabbits, hamsters, guinea pigs, etc.) from the general public. Katie's Place will also accept animals directly from the SPCA or referred to them by the SPCA.
- 5) As at present Katie's Place may refer the general public to the SPCA where it is felt that their services may be more appropriate to meet the needs of the animal.
- 6) Katie's Place will provide signage on their structure advising of their operating hours and clarifying that the Society is operating entirely independently from the SPCA. It is understood Katie's Place hours are limited and will not be the same as the operating hours for the City's Animal Shelter (operated by the SPCA).
- 7) Neither agency will have access to the other agency's buildings except to the extent that members of the general public are permitted to visit the facilities during the hours open to the general public.
- 8) Katie's Place will clarify with SPCA staff what procedures can be taken during Katie's Place non operational hours with respect to referrals and other public enquiries about Katie's Place (ie: providing information pamphlets). Such procedures shall be entirely voluntary and mutually agreed upon.
- 9) SPCA staff will not be expected to deal with the surrender, adoption or care of the animals housed in the Katie's Place shelter. Nor will Katie's place volunteers be expected deal with the surrender, adoption or care of animals housed in the SPCA animal shelter. As at present in the event that someone tries to surrender a cat or other small animal to the SPCA that is intended for Katie's Place at a time when Katie's Place is closed to the

public every reasonable effort will be made by SPCA staff to contact Katie's Place and hold the cat or other small animal temporarily.

- 10) Katie's Place will continue with the following animal health protocols:
  - a. All incoming cats are tested for the FIV and FeLv virus. If they test positive they are kept in a separate communal pen with other cats that have tested positive. Items such as scoopers, dishes, etc. used in that pen are not transferred to other pens. Hand Sanitizing liquid is provided outside the pen and everyone is required to wash between pens.
  - b. Cats that come to Katie's Place unaltered are vaccinated at the time of their surgery.
  - c. Most other cats are given short term vaccines provided by a vet unless Katie's Place is informed as to the vaccine history.
  - d. All cats go to the veterinarian for a basic check up shortly after arrival and medical issues are attended to at that time
  - e. All cats are initially housed individually and monitored prior to release into the communal pens.
  - f. Individual cages are used for cats that are ill (as determined by a veterinarian).
  - g. Dishes, scoopers, floors, etc. are washed and bleached on a regular basis.
  - h. In addition to the above Katie's Place application for status as an approved rescue group identifies its health protocols in greater depth. These will continue to be utilized.
- 11) Katie's Place is staffed by volunteers and as a result there shall be no union involved in the Katie's Place operation.
- 12) Katie's Place will maintain liability Insurance in the amount of \$2M and will arrange for both the City and the SPCA to be named as insured parties on the Katie's Place policy.
- 13) There will be no resident caretaker housed at Katie's Place. Security will involve locking the facility and alarming the building as and when required.
- 14) In accordance with the lease agreement Katie's Place will cover all costs of utilities and telephones for the Katie's Place shelter. This shall include the cost of both installation and ongoing service.

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Magda Szulc, for Katie's Place Domestic Animal Resource and Education Society,.

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Date

---

Bob Busch, for the Society for the Prevention of Cruelty to Animals.

---

Date

**TO:** Her Worship Mayor Nicole Read  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Thornhill Community Association Hall Lease Renewal

**MEETING DATE:** April 03, 2017  
**FILE NO:**  
**MEETING:** COW

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**EXECUTIVE SUMMARY:**

The Thornhill Community Association has requested that their lease for the Thornhill Community Hall be renewed for a period of three years. This Community Association's volunteer contribution to the community, through the provision of the hall for family friendly events and gatherings for literally decades, is an outstanding achievement and a valuable community asset.

**RECOMMENDATION:**

**That the Thornhill Community Association lease for the Thornhill Community Hall be renewed for a period of three years and that the Corporate Officer be authorized to execute the lease.**

**DISCUSSION:**

**a) Background Context:**

The Thornhill Community Association has been operating the Thornhill Community Hall located at 26007 - 98 Avenue, Maple Ridge since the 1960`s. The hall is owned and operated by the Community Association and is typically used for weddings, community celebrations, private functions and neighbourhood activities. The hall has a capacity of about 120 people, and is operated by a group of dedicated volunteers who take care of the building and coordinate the bookings and cleaning of the facility.

The attached lease has been amended, at the request of the association to include a clause that states; that should the buildings or structures be lost or damaged due to an insurable hazard, the lessee will, upon receipt of the insurance proceeds, repair such damage in a timely manner in order that the use of the demised premises as a community hall may be recommenced as soon as possible.

**b) Desired Outcome:**

That the lease be renewed for a three year term, so that the Community Association can continue to provide access to this valuable resource for the community.

**c) Strategic Alignment:**

Provide high quality municipal services to our citizens and customers in a cost effective, efficient and timely manner.

**d) Citizen/Customer Implications:**

The Thornhill Community Hall has over a very long period of time, become part of the fabric of the community, particularly for Thornhill and Whonnock area residents, although it is used and enjoyed by patrons throughout the community. The dedication of the volunteers who provide this venue is a testament to the sense of pride that this neighbourhood has for the hall.

**e) Interdepartmental Implications:**

Water sampling for the water well system is coordinated by Parks and Engineering staff.

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

The Lease for the Thornhill Community Hall is for the land only, as the hall is owned and maintained by the Community Association at no cost to the City. The City is of course responsible to monitor and maintain the quality of the well water supply for public consumption.

**g) Policy Implications:**

The Parks, Recreation and Culture Master Plan describe local community halls as important assets to the community. Although they are not suitable for sport activities, there are a number of other uses that benefit the community. The master plan encourages the City to work with Community Associations to assist them with the development of Infrastructure planning to maintain these neighbourhood assets.

**CONCLUSIONS:**

Staff is recommending that this lease be renewed as requested by the Thornhill Community Association.

“Original signed by David Boag”

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*Prepared by:* David Boag, Director Parks & Facilities

“Original signed by Kelly Swift”

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*Approved by:* Kelly Swift, General Manager, Community Development  
Parks & Recreation Services

“Original signed by E.C. Swabey”

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

db

**THE THORHILL COMMUNITY ASSOCIATION**

**LEASE**

THIS INDENTURE made the 15th day of April, 2017.

BETWEEN:

**City of Maple Ridge**, having its offices at 11995 Haney Place, Maple Ridge,  
B.C. V2X 6A9

(hereinafter called the "Lessor")

OF THE FIRST PART

AND

**THE THORNHILL COMMUNITY ASSOCIATION**, a Society registered under the laws of the Province of British Columbia and having its registered office c/o 26007 - 98<sup>th</sup> Avenue, and a mailing address of 9730 Spilsbury Street, Maple Ridge, British Columbia V2W 1K7, in the City of Maple Ridge in the Province of British Columbia.

(thereinafter called the "Lessee")

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hereby demises and leases unto the Lessee the building (hereinafter called "Premises") shown outlined in heavy black line and marked "Community Hall" on the Plan attached a Schedule A hereto which Premises are situate upon the lands situate in the Municipality of Maple Ridge, Province of B.C., and being more particularly described hereunder:

**Lot 11, except south 33 feet, Section 1, Township 12, Plan 5198, New Westminster District.**

(hereinafter referred to as the "Land")

the Lessor hereby grants to the Lessee and its employees, agents, invitees and licensees during the term hereof as outlined and hatched in black on the plan attached hereto Schedule A (hereinafter called the "Easement Area") both by day and by night or without vehicles.

TO HAVE AND TO HOLD the Premises for and during the term of three (3) years, (hereinafter called the "term") commencing on the first day of April 2017 subject to the conditions contained herein.

TO USE the Premises for the purpose of maintaining a building situated thereon, more commonly referred to as "The Thornhill Community Hall".

YEILDING AND PAYING, therefore, unto the Lessor during the said term of the annual rental of one dollar (\$1.00), payable on the 15th day of April in each and every year during the term hereof and whether demanded or not.

THE LESSEE COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:

1. To pay rental of \$1.00 per year.
2. To pay all taxes, unless waived on an annual basis through the Landlord's Council's directive, and all utility bills, including Municipal water and sewage rates. For the purposes of this cause, "taxes" means all property, school, machinery, goods and services charges and taxes levied and assessed in respect of the Premises or rental and additional payable hereunder and any improvements thereon from time to time together with any rates, charges and taxes levied or assessed in lieu thereof.
3. To comply with all local Municipal, Provincial and Federal health, safety, environmental, fire, zoning, building laws, by-laws, statues, rules and regulations and other requirements authorized by law in respect of the premise and the Easement Area and maintain the same to all Municipal standards and to a level of cleanliness which is acceptable to the Provincial Ministry of Health Inspectors.
4. To pay every licence fee in respect of any and every business carried on at the premises by the Lessee (or by any and every of its sub-lessees) whether such licence fees are charged by the Municipal Government or other body.
5. To maintain the Premises, building walks and other appurtenances in, on, or about the same in a clean and tidy condition and in a safe state of repair and at least in the same state of repair as the same were in at the commencement of the term hereof;
6. Not to assign or transfer or mortgage this Lease or the term of any portion thereof or let or sublet all or any part of the Premises or to part with possession of the whole or any part of the Premises without the written consent of the Lessor first had and obtained. This paragraph shall not be construed as preventing the Lessee from renting out all or part of the Premises from time to time, for periods of time not exceeding seven (7) consecutive days.
7. To save the Lessor harmless from all liabilities, costs, fines, suits, claims, and actions of any kind relating to the Premises and the Easement Area, or any action of any kind lodged against the Lessee or its employees or agents, invitees or licences.
8. To keep the Premises insured at all times throughout the term in the joint names of the Lessee and the Lessor with liability insurance and property damage, (and such other insurance as may be reasonably requested the by the Lessor) with an Insurance Company and in an amount both acceptable to the Lessor. To deposit with the Lessor all policies or certificates showing proof of insurance and receipts or other satisfactory evidence as to payment of such insurance and renewal premiums shall be forwarded to the Lessor.

The property damage shall be covered by a Commercial All-Risk Insurance Policy to the replacement value of the Premises and shall contain a waiver of subrogation in favour of the Lessor and shall provide that loss shall be payable to the Lessee. The Liability

Insurance shall be comprehensive general liability insurance on an occurrence basis in respect of the use and occupation of the Premises and the Easement Area in an amount of not less than \$5,000,000.00 (Five Million dollars) and shall contain a cross-liability clause and severability of interest clause to the satisfaction of the Lessor.

Should the said buildings or structures be lost or damaged due to an insurable hazard, the Lessee will, upon receipt of the insurance proceeds, repair such damage in a timely manner in order that the use of the demised premises as a community hall may be recommenced as soon as possible.

If the Premises contain any equipment or boilers or machinery, the Lessee shall maintain Broad Form Boiler and Pressure Machinery insurance which shall name the Lessor as an additional insured and loss payee and shall contain a waiver of subrogation clause in favour of the Lessor.

9. Not to make or erect any additions to or make any structural alterations to the Premises without having requested and obtained the Lessor's prior written approval.
10. That if the Lessor shall suffer or incur any damage, loss or expense or be obliged to make any payment for which the Lessee is liable hereunder by reason of any failure of the Lessee to observe and comply with all of the covenants of the Lessee herein contained then the Lessor shall have the right to add the cost or amount of such damage, loss, expense or payment to the rent hereby reserved and any such amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recover of rent in arrears.
11. The Lessee covenants that it will not suffer or permit any Liens to be registered against the Premises or the Easement Area should any such lien be so registered, the Lessee shall pay off and discharge the same forthwith, and should the Lessee fail or neglect so to do within thirty (30) days after written notice thereof from the Lessor, the Lessor shall be at liberty to pay and discharge such lien and may add to the next ensuing instalment of rent, the amount so paid including costs together with interest thereon from the date of payment which shall thereupon become due and payable as rent hereunder; PROVIDED that in the event of a bona fide dispute by the Lessee of the validity or correctness of any such claims for lien, the Lessee shall be entitled to defend against same in any proceedings brought in respect thereof, after first paying into Court the amount claimed, and such costs as the Court may direct, or may provide such other security as the Lessor may in writing approve to ensure payment thereof; PROVIDED FURTHER, that upon determination of the validity of any such lien, the Lessee shall immediately pay any judgement in respect thereof rendered against the Lessee or the Lessor, including all proper costs and charges incurred by the Lessor and the Lessee in connection with any such lien, and shall cause a discharge thereof to be registered without cost or expense to the Lessor, following which or in the event that any such lien is held to be invalid, any security as aforesaid held by the Lessor shall be returned to the Lessee and the Lessor shall be returned to the Lessee and the Lessee shall be entitled to repayment of any monies paid into Court. The Lessor shall have the right to post notice on the Premises pursuant the Builders Lien Act.
12. That a member of the staff of the Maple Ridge Parks and Recreation Department shall serve as liaison of the Lessor to the Lessee.

THE LESSOR AND THE LESEE FURTHER COVENANT AND AGREE AS FOLLOWS:

13. The Lessor covenants with the Lessee for quiet enjoyment of the Premises.
14. It is hereby acknowledged that the Lessee is and remains the owner of the Premises known as the "Thornhill Community Hall" and that at the expiration or earlier of the said lease the Lessee has the right to and shall at the request of the Lessor remove the said building and any other improvements and all parts thereof situate on the Premises and leave the surface of the Premises in a neat and tidy condition and free of all debris.
15. Should the Lessee fail to observe or carry out any of the terms of the lease, the Lessor may serve notice in writing of such default on the Lessee, and if the Lessee fails to comply or make restitution within 30 days of such notice then the Lessor may re-enter and take possession of the Premises.
16. It is expressly agreed that any failure of the Lessor to insist in any one or more causes 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 or 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 to have been made unless expressed in writing and signed by the Lessor.
17. If at the expiration of the Lease,
  - (a) The Lessee shall hold over for any reason, and
  - (b) If the Lessor accepts rent, 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.
18. Any notice or demand by one party upon the other shall be deemed sufficient if given in writing and forwarded by registered mail addressed to the other part at the address set out in this lease and if to the Lessor to the attention of The Administrator with a copy to the General Manager, Community Development, Parks and Recreation Services. 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, after such mailing on the fourth business day.
19. The Lessee and the Lessor agree that it is the intent of each that the Premises situated on the demised land be occupied and used as a community hall during the term of the lease. This contract shall continue on a month to month basis with all terms and conditions attached, until both parties enter a new agreement or until written notice or cancellation has been submitted and appropriate notice has been lapsed.
20. This indenture and everything herein contained, shall ensure to the benefit of and be binding upon the parties therein, and their respective successor and permitted assigns and all works 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.

21. The Lessee agrees that the Lessor shall not be required to deliver this Lease in registerable form.
22. Time shall be of the essence of this Lease.
23. The Lease constitutes the entire agreement between the Lessor and the Lessee and may not be modified except by the subsequent agreement in writing duly signed by the Lessor and the Lessee.
24. The Lessee acknowledges and agrees that it is intended that this Lease shall be a completely carefree net lease for the Lessor and that the Lessor shall not be responsible during the term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises, and the Lessee shall pay all charges, impositions and costs of every nature and kind relating to the Premises whether or not referred to herein and whether or not within the contemplation of the Lessor and the Lessee and the Lessee covenants with the Lessor accordingly.
25. The Lessee and the Lessor agree that it shall be the responsibility of the Lessor to conduct water sampling, water well maintenance and repairs to the well head and filtration system and that access to this equipment shall be provided to the Lessor at all times necessary to ensure the integrity of the drinking water system.

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

**WITNESSED** and **SIGNED**, in the presence of:

**THE THORNHILL COMMUNITY ASSOCIATION**

Authorized Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

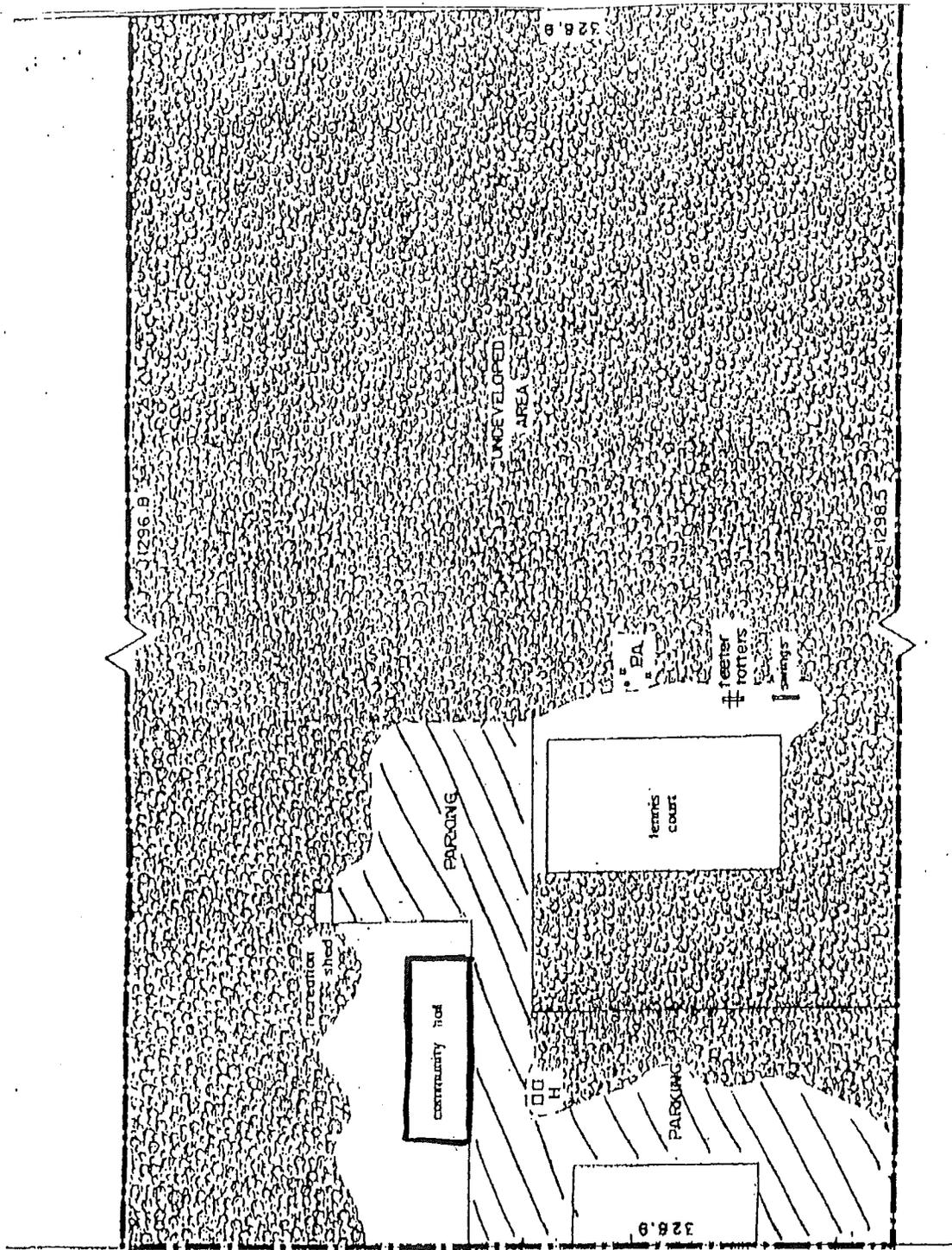
**WITNESSED** and **SIGNED**, in the presence of:

**CITY OF MAPLE RIDGE**

Authorized Signature: \_\_\_\_\_  
Chair

Witness: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



SCHEDULE "A"