

City of Maple Ridge

COUNCIL MEETING AGENDA

January 30, 2018

7:00 p.m.

Council Chamber

MEETING DECORUM

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

Note: This Agenda is also posted on the City's Web Site at www.mapleridge.ca

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

100 ***CALL TO ORDER***

200 ***AMENDMENTS TO THE AGENDA***

300 ***APPROVAL OF THE AGENDA***

400 ***ADOPTION OF MINUTES***

401 Minutes of the Special Council Meeting of January 16, 2018 and the
Regular Council Meeting of January 16, 2018

402 Minutes of the Public Hearing of January 23, 2018

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

600 ***DELEGATIONS***

601 Housing Opportunities in the City of Maple Ridge in Partnership with YWCA
Metro Vancouver

- Janet Austin, CEO

602 **Establishment of a Wellness Centre for Patients with Medical Marihuana Licences**

- Brandon Dunn

603 **Innovation in Emerging Cities Forum**

- Josef Hans Lara, Chair, Economic Development Committee

650 ***QUESTIONS FROM THE PUBLIC***

Note: Questions from the Public are limited to 15 minutes unless extended by a motion approved by the majority of Council

700 ***ITEMS ON CONSENT***

701 **Minutes**

701.1 Minutes of the Development Agreements Committee Meetings of January 15 and 23, 2018

702 **Reports**

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

Staff report dated January 30, 2018 recommending that the disbursements for the month ended December 31, 2017 be received for information.

702.2 **2017 Council Expenses**

Staff report dated January 30, 2018 providing an update on Council expenses recorded to date for 2017.

702.3 **Innovation in Emerging Cities Forum**

Staff report dated January 30, 2018 providing information on an "Innovation in Emerging Cities" event to be hosted by the Maple Ridge Economic Development Committee.

702.4 Computer Refresh

Staff report dated January 30, 2018 providing information on the upcoming replacement of desktop computing equipment.

703 Correspondence

704 Release of Items from Closed Council Status

From the January 16, 2018 Closed Council Meeting

- 04.01 Section 57 Notice of Title at 10481 276 Street
- 04.02 Agricultural Advisory Committee Membership - 2018/2019 Member Appointments
- 04.03 Community Heritage Commission - 2018 Term Appointments
- 04.04 Maple Ridge Pitt Meadows Municipal Advisory Committee on Accessibility and Inclusiveness Membership - 2018 Term Appointments
- 04.05 Public Art Steering Committee Membership - 2018 Term Appointments

800 *UNFINISHED BUSINESS*

900 *CORRESPONDENCE*

1000 *BYLAWS*

Note: Items 1001 to 1004 are from the January 23, 2018 Public Hearing

Bylaws for Third Reading

- 1001 2017-242-RZ, Home Occupation
Maple Ridge Zone Amending Bylaw No. 7394-2017**
To amend Part 2 Interpretation and Part 4 General Regulations of the Maple Ridge Zoning Bylaw No. 3510 - 1985 to expand and regulate home occupation opportunities to better support home occupations throughout the City
Third reading

1002 2017-281-CP, 2017-281-RZ

**1002.1 2017-281-CP, 21428, 21460 and 21472 Dewdney Trunk Road
Maple Ridge Official Community Plan Amending Bylaw No. 7357-2017**
To amend Schedule "B" of the Official Community Plan from Urban Residential to Institutional
Third reading

**1002.2 2017-281-RZ, 21428 Dewdney Trunk Road
Maple Ridge Zone Amending Bylaw No. 7360-2017**
To rezone from RS-1 (One Family Urban Residential) to P-6 (Civic Institutional to permit expansion of the Maple Ridge Cemetery
Third reading

**1003 2015-069-RZ, 10366 240 Street
Maple Ridge Zone Amending Bylaw No. 7207-2016**
To rezone from RS-2 (One Family Suburban Residential) to R-3 (Special Amenity Residential District) to permit a subdivision of approximately 13 lots
Third reading

1004 2015-021-RZ, 24070 132 Avenue

1004.1 Maple Ridge Official Community Plan Amending Bylaw No. 7406-2017
To amend Silver Valley Area Plan Figure 2 from Low Density Residential and Conservation to Conservation and Low Density Residential
Third reading

1004.2 Maple Ridge Zone Amending Bylaw No. 7142-2015
To rezone from RS-3 (One Family Rural Residential) to R-1 (Residential District) to permit subdivision into approximately three single family residential lots
Third reading

Bylaws for Adoption

1005 2015-345-RZ, 12106 230 Street
Staff report dated January 30, 2018 recommending adoption

Maple Ridge Zone Amending Bylaw No. 7205-2016
To rezone from RS-1 (One Family Urban Residential) and RS-3 (One Family Rural Residential) to R-1 (Residential District) to permit subdivision into two R-1 lots not less than 538 m²
Adoption

1006 **2016-223-RZ, 20434 Chigwell Street**

Staff report dated January 30, 2018 recommending adoption

Maple Ridge Zone Amending Bylaw No. 7273-2016

To rezone from RS-1 (One Family Urban Residential) to R-1 (Residential District) to permit a future 2 lot subdivision
Adoption

1007 **2017-396-RZ, 23782 and 23810 River Road**

Staff report dated January 30, 2018 recommending adoption

Maple Ridge Zone Amending Bylaw No. 7403-2017

A site specific text amendment to the M-2 (General Industrial) Zone, permitting off-street parking use as a principal use
Adoption

1008 **McVeety Local Area Service Bylaw No. 7367-2017**

A Local Area Service Bylaw be authorized for enhanced landscape maintenance costs to be levied on benefitting properties
Adoption

1009 **Miscellaneous Finance Fees and Charges Bylaw Amending Bylaw No.7413-2017**

To impose a fee for the service of providing incident or investigation reports related to the Fire Department
Adoption

1100 ***REPORTS AND RECOMMENDATIONS***

Public Works and Development Services

1101 **2017-568-AL, 25237 112 Avenue, Application to Exclude Land from the Agricultural Land Reserve**

Staff report dated January 30, 2018 providing the option to authorize or not authorize that Application 2017-568-AL, to exclude a remnant parcel of 0.65 hectares (1.6 acre) from the Agricultural Land Reserve, go forward to the Agricultural Land Commission.

1102 2017-471-RZ, 11384 207 Street, RS-1 to RT-2

Staff report dated January 30, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7404-2017 to rezone from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill) to permit construction of a fourplex residential building be given first reading and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999.

1103 2017-510-RZ, 10386 240 Street and 24028, 24022 and 24060 104 Avenue, RS-2 to RM-1

Staff report dated January 30, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7423-2018 to rezone from RS-2 (One Family Suburban Residential) to RM-1 (Townhouse Residential) to permit approximately 32 townhouses be given first reading and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999.

1104 2017-572-RZ, 11701, 11709, 11715, 11723 and 11731 Fraser Street, RM-1 to RM-2

Staff report dated January 30, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7422-2018 to rezone from RM-1 (Townhouse Residential) to RM-2 (Medium Density Apartment Residential) to allow development of an apartment project be given first reading and that the applicant provide further information as described on Schedules A, C, D and E of the Development Procedures Bylaw No. 5879-1999.

1105 2017-580-RZ, 22866 128 Avenue, RS-2 to R-1

Staff report dated January 30, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7421-2018 to rezone RS-2 (One Family Suburban Residential) to R-1 (Residential District) to permit subdivision into approximately six single-family residential lots be given first reading and that applicant provide further information as described on Schedule B of the Development Procedures Bylaw No. 5879-1999, along with information required for a Subdivision application.

1106 2018-022-RZ, Zone Amending Bylaw

Staff report dated January 30, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7428-2018 to prohibit the retail sale of cannabis in all zones be given first and second reading and be forwarded to Public Hearing,

1107 2016-223-DVP, 20434 Chigwell Street

Staff report dated January 30, 2018 recommending that the Corporate Officer be authorized to sign and seal 2016-223-DVP to vary the Subdivision and Development Servicing Bylaw to waive the street tree requirements, to reduce the required diameter of pipe for water service provision and to waive the requirement for underground wiring and to vary the Zoning Bylaw to reduce the interior side yard setback in the R-1 (Residential District) zone.

1108 2017-526-DVP, 20803 Lougheed Highway

Staff report dated January 30, 2018 recommending that the Corporate Officer be authorized to sign and seal 2017-526-DVP to vary the setback of a restaurant drive-through height-restricting arch element for the A&W Restaurant.

1109 2017-004-DP, 23711 132 Avenue, Wildfire Development Permit

Staff report dated January 30, 2018 recommending that the Corporate Officer be authorized to sign and seal 2017-004-DP to fulfill requirements of the Wildfire Development Permit Area guidelines to permit 3 single residential family lots under the RS-1b (One Family Urban [Medium Density] Residential) zone located within the Silver Valley Area Plan.

1110 2014-074-CU, 22245 Lougheed Highway, Temporary Commercial Use Permit Renewal

Staff report dated January 30, 2018 recommending that Temporary Commercial Use Permit 2014-074-CU respecting property at 22245 Lougheed Highway be renewed and re-issued for a period of three years and that the Corporate Officer be authorized to sign and seal the renewed permit.

1111 Contract Renewal Award: Traffic Flagging Services

Staff report dated January 30, 2018 recommending that the Traffic Flagging Services under RFP-OP14-45 contracts be renewed with Go Traffic Management Inc., Ansan Industries Ltd., and BCRS Road Safe Inc., for an additional one year period and that the Corporate Officer be authorized to execute the contracts.

Financial and Corporate Services (including Fire and Police)

1131

Parks, Recreation & Culture

1151 Thornhill Park Observation Well – License of Occupation

Staff report dated January 30, 2018 recommending that the Corporate Officer be authorized to execute the Thornhill Park Observation Well License of Occupation for the purpose of establishing an observation well for the Grant Hill Aquifer.

**1152 Maple Ridge Pitt Meadows Arts Council Society's Operating and Lease Agreements
– Renewal**

Staff report dated January 30, 2018 recommending that the Maple Ridge Pitt Meadows Arts Council Society's Operating and Lease Agreement dated January 1, 2018 be approved for a three year term and that the Corporate Officer be authorized to execute the agreement.

1153 Haney Farmers Market Society Operating Agreement – Renewal

Staff report dated January 30, 2018 recommending that the Haney Farmers Market Society Operating Agreement dated January 1, 2018 be approved for a three year term and that the Corporate Officer be authorized to execute the agreement.

Administration

1171

Other Committee Issues

1191

1200 ***STAFF REPORTS***

1300 ***OTHER MATTERS DEEMED EXPEDIENT***

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

1500 ***ADJOURNMENT***

QUESTIONS FROM THE PUBLIC

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

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

Each person will be permitted 2 minutes to ask their question (a second opportunity is permitted if no one else is sitting in the chairs in front of the podium). Questions must be directed to the Chair of the meeting and not to individual members of Council. The total Question Period is limited to 15 minutes.

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

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

For more information on these opportunities contact:

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

Mayor and Council at mayorandcouncil@mapleridge.ca.

Checked by: _____

Date: _____

400 Adoption and Receipt of Minutes

401 Minutes of Regular and Special Council Meetings

City of Maple Ridge

SPECIAL COUNCIL MEETING MINUTES

January 16, 2018

The Minutes of the Special City Council Meeting held on January 16, 2018 at 6:00 p.m. in the Blaney Room of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT

Elected Officials

Mayor N. Read

Councillor C. Bell

Councillor Duncan

Councillor B. Masse

Councillor G. Robson

Councillor T. Shymkiw

Councillor C. Speirs

Appointed Staff

P. Gill, Chief Administrative Officer

F. Quinn, General Manager of Public Works and
Development Services

K. Swift, General Manager of Parks, Recreation & Culture

L. Benson, Corporate Officer

Note: These Minutes are also posted on the City's Web Site at www.mapleridge.ca

1.0 *CALL TO ORDER*

2.0 *APPROVAL OF THE AGENDA*

R/2017-014

It was moved and seconded

That the agenda for the January 16, 2018 Special Council Meeting be approved.

CARRIED

3.0 *NOTICE OF CLOSED COUNCIL MEETING*

R/2017-015

It was moved and seconded

That the meeting following this meeting at 6:00 p.m. be closed to the public pursuant to Sections 90 (1) and 90 (2) of the Community Charter as the subject matter being considered relates to the following:

- Section 90(1)(a) Personal information about an identifiable individual who holds or is being considered for a position on a Board as appointed by the municipality.
- Section 90(1)(f) Law enforcement, if the council considers that disclosure might reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment.
- Section 90(1)(g) Litigation or potential litigation affecting the municipality.
- Section 90(1)(j) Information that is prohibited or information that if it were presented in a document would be prohibited from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act.

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

CARRIED

4.0 *ADJOURNMENT* – 6:01 p.m.

N. Read, Mayor

Certified Correct

L. Benson, Corporate Officer

City of Maple Ridge

COUNCIL MEETING MINUTES

January 16, 2018

The Minutes of the City Council Meeting held on January 16, 2018 at 7:00 p.m. in the Council Chamber of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT

Elected Officials

Mayor N. Read
Councillor C. Bell
Councillor B. Masse
Councillor G. Robson
Councillor T. Shymkiw
Councillor C. Speirs

ABSENT

Councillor K. Duncan

Appointed Staff

P. Gill, Chief Administrative Officer
K. Swift, General Manager of Parks, Recreation & Culture
F. Quinn, General Manager Public Works and Development Services
T. Thompson, Interim Director of Finance
C. Carter, Director of Planning
L. Benson, Corporate Officer

A. Gaunt, Confidential Secretary

Other staff as required

C. Goddard, Manager of Development and Environmental Services
D. Pollock, Municipal Engineer
D. Hall, Planner 2
R. MacNair, Manager of Bylaw & Licensing Services

Note: These Minutes are also posted on the City's Web Site at www.mapleridge.ca

The meeting was live streamed and recorded by the City of Maple Ridge

100 ***CALL TO ORDER***

200 ***AMENDMENTS TO THE AGENDA***

Item 1500 will be dealt with following Item 400 and prior to Item 1000

300 ***APPROVAL OF THE AGENDA***

R/2018-016

It was moved and seconded

That the agenda for the January 16, 2018 Council Meeting be approved as amended.

CARRIED

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

401 Minutes of the Regular and Special Council Meetings

- Regular Council - November 28, 2017
- Regular Council - December 5, 2017
- Special Council – November 21, 2017
- Special Council – December 12, 2017

R/2018-017

It was moved and seconded

That the minutes of the Regular Council Meetings of November 28 and December 5, 2017 and the minutes of the Special Council Meetings of November 21 and December 12, 2017 be adopted as circulated.

CARRIED

402 Minutes of the Public Hearing of December 5, 2017

R/2018-018

It was moved and seconded

That the minutes of the Public Hearing of December 5, 2017 be adopted as circulated.

CARRIED

Note: Item 1500 will be dealt with prior to Item 1000

1500 ***QUESTIONS FROM THE PUBLIC***

Wendy Avantich

Ms. Avantich asked why the proposed shelter is being allowed to go through without an impact study or public consultation and whether Council will stand up for the community against this location.

Mayor Read advised that the City is gathering information on the proposal and recommended that residents contact either of the MLA's with concerns. She also advised that an impact study will have to be one by the Province and that Council has encouraged early public consultation.

Ms. Avantich asked for confirmation that the City is responsible for rezoning and reiterated her question on whether Council will allow the proposal to go ahead without an impact study and public consultation.

Mayor Read advised on the rezoning process.

Mary McLennan

Ms. McLennan read from speaker's notes. She compared the 3030 Gordon Avenue Shelter in Coquitlam and the proposed location on Burnett Street and expressed that the Burnett Street location is not appropriate. She asked whether the City is willing to support the Burnett Street location.

Mayor Read advised that she could not speak on the issue of whether this proposal is supported by Council. She also advised on the search for property by the Province.

Eric Boland Zaharia

Mr. Zaharia asked for confirmation that the rezoning process is carried out by the City and if the City has the final say.

Mayor Read advised that although the Provincial Government can veto municipal government, rezoning has been part of the Province's normal process in the past.

Mr. Zaharia expressed concern with the Provincial Government taking whatever land they wish without citizen input and asked whether this is a violation of the freedom of property owners.

Mayor Read advised that the Province generally brings applications through a zoning process and expects this to come before Council.

Mr. Zaharia asked why citizens of Maple Ridge have not been consulted to help find an appropriate spot. He expressed concern that residents have not been consulted and that MLAs have not been responsive.

Jody (did not provide last name for privacy reasons)

Jody advised on her background as a resident of the area. She asked whether Council is aware of an *Action Maple Ridge* group and indicated that the previous Provincial government had accepted clauses within a petition for the past two locations. She felt the current government is not letting the public vote on suitable locations in the area. She asked whether

Council will collaborate with the Maple Ridge Citizens' Advisory group as to where the homeless and addicted can be housed and whether citizens will be consulted and given a vote.

Mayor Read addressed the questions on a citizens' committee and recommended this be referred to the MLAs. She encouraged follow up with the Province.

Jody advised that MLAs have not returned phone calls and requested assistance from the City in connecting with MLAs.

Mayor Read advised that MLAs have been asked to be present at the information session.

Richard Kitchener

Mr. Kitchener asked if there is a representative from the Province at the meeting and if they are mandated to be at this meeting.

Mayor Read advised there is no representative present however she stated that the current meeting is being recorded and that the video is available on the City's website for review.

Mr. Kitchener asked how often a local government decision is 'trumped' by the Province.

Mayor Read stated that historically there is no precedent to suggest that the Province will override a decision made by a municipal Council.

Mr. Kitchener stated that decisions being made are continually degrading and that this current decision is about how people live and how it can negatively affect a community. He asked Council members on their feelings should such a shelter be proposed for a property beside their home.

Mayor Read addressed the issues and concerns put forward by Mr. Kitchener.

R/2018-019

It was moved and seconded

That the "Questions from the Public" session be extended for 15 minutes.

CARRIED

Kyle Lukacs

Mr. Lukacs spoke to growing up in Maple Ridge and asked what has happened in the last 15 years to bring Maple Ridge from one homeless person to over 700. With respect to funding for the cost to take care of homeless people, he asked where the line will be drawn on the amount of housing projects to be built in Maple Ridge and the number of people we bring into our city.

Mayor Read addressed the question pertaining to the number of homeless in Maple Ridge. She spoke on the crisis of persons living on the streets and in camps in Metro Vancouver and on the downloading of jurisdiction onto local government by both provincial and federal governments.

Mr. Lukacs asked whether the various levels of government are working together to solve this crisis.

Mayor Read advised on how local government works with other levels of government.

Craig Forgie

Mr. Forgie asked for a tentative date for a public hearing. He requested that if a date has not been confirmed whether the City could put all information from the Province on this particular issue on its website.

Mayor Read confirmed that all information received will be placed on the City's website.

Mr. Forgie expressed concern that local MLAs are not responding to citizens' inquiries.

Mayor Read advised that she will connect with the MLAs to let them know of the public's frustration.

The General Manager of Parks, Culture & Recreation outlined a plan on future communication around the issue of the proposed shelter.

James Penner

Mr. Penner asked if it is Council or the City's focus to build a homeless shelter.

Mayor Read outlined the history of the temporary shelters established in Maple Ridge.

Mr. Penner asked whether the temporary shelter across from the Haney Hotel was successful.

Mayor Read addressed Mr. Penner's question on the success of the temporary shelter.

Mr. Penner asked whether the increase in homeless persons and drug use around the Salvation Army and the temporary shelter was noticed.

Mayor Read stated that Council is aware of neighbourhood impact.

Mr. Penner expressed concern with the decline in the downtown core and provided examples of negative behaviour carried out in Maple Ridge Park occurring outside the doors of the RCMP office. He also expressed concern with policing. Mr. Penner reiterated his concern with the decline in the downtown core and that the proposed shelter will only move the problems over a few blocks.

Mayor Read reiterated that the location of the proposed shelter is a Provincial undertaking.

Ryan (did not provide last name for privacy reasons)

Ryan asked whether Council feels that a statement saying that per capita Maple Ridge currently houses in low barrier shelter and low barrier supportive housing more than any other community in the Lower Mainland is true or false. He expressed concern with the number of shelters in Maple Ridge and felt that the City is saturated compared to other communities.

Mayor Read spoke to housing beds and supportive housing in other communities.

Ryan asked whether anyone on Council had been aware that BC Housing was looking at the Burnett Street lot. He also asked why persons using drugs in the street are not arrested under the Mental Health Act.

Mayor Read advised that the RCMP would best advise on policing issues.

Bobbi Stott

Ms. Stott feels that addiction and homelessness often intermingle. She expressed concern with rumours about possible addictions and methadone clinics and safe injection sites being placed in Maple Ridge. She asked if such sites are being considered if they would go through a similar process as the proposed shelter and whether the Province can override local government.

Mayor Read responded to Ms. Stott's concerns. She felt that with an issue as contentious as safe injection sites, the Province will consult with local government.

Wesley Mann

Mr. Mann asked Mayor Read whether she publically supported the Provincial Government's decision to purchase this property.

Mayor Read expressed that she does not currently have enough information on the selection and purchase of the site by the Province to put forward a position.

Mr. Mann asked if local government will advocate for the citizens of Maple Ridge on the subject, whether a special committee will be formed, if a lawyer will be involved in the process and whether the public will be given space to come and speak to the issue.

Mayor Read advised on process pertaining to rezoning applications. She also advised on formations of committees and public information meetings.

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

600 ***DELEGATIONS*** – Nil

700 ***ITEMS ON CONSENT***

701 **Minutes**

701.1 Development Agreements Committee Meetings of December 4, 12, 19(2) and 22, 2017

701.2 Meetings of Committees and Commissions of Council
• Community Heritage Commission – November 9, 2017

702 **Reports**

702.1 **Adjustments to the 2017 Collector's Rolls**

Staff report dated January 16, 2018 submitting information on changes to the 2017 Collector's Roll through the issuance of Supplementary Roll 7.

702.2 Disbursements for the month ended November 30, 2017

Staff report dated January 16, 2018 recommending that the disbursements for the month ended November 30, 2017 be received for information.

702.3 Intermunicipal Business Licence Update

Staff report dated January 16, 2018 providing an update on the Intermunicipal Business Licence (IMBL) program.

703 Correspondence – Nil

704 Release of Items from Closed Council Status

From the January 9, 2018 Special Closed Council Meeting

- Appointment of Laura Benson as Corporate Officer

R/2018-020

It was moved and seconded

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

CARRIED

800 *UNFINISHED BUSINESS*

801 Falcon Homes – Amendments to Purchase and Sale Agreement

Staff report dated January 16, 2018 recommending that the first and second amendments to the Purchase and Sale Agreement between the City of Maple Ridge and Falcon Homes Ltd. dated May 21, 2017 and November 22, 2017 consecutively be approved and that the Corporate Officer be authorized to execute the agreements.

R/2018-021

It was moved and seconded

That the first amendment to the Purchase and Sale Agreement between the City of Maple Ridge and Falcon Homes Ltd. dated May 21, 2017 be approved and that the Corporate Officer be authorized to execute the agreement.

That the second amendment to the Purchase and Sale Agreement between the City of Maple Ridge and Falcon Homes Ltd. dated November 22, 2017 be approved and that the Corporate Officer be authorized to execute the agreement.

CARRIED

900 ***CORRESPONDENCE*** – Nil

1000 ***BYLAWS***

Bylaws for Adoption

1001 **2016-240-RZ, 11893 to 11865 227 Street; 22638 119 Avenue and 22633 Selkirk Avenue**

Staff report dated January 16, 2018 recommending adoption

1001.1 **Maple Ridge Official Community Plan Amending Bylaw No. 7342-2017**
To amend Schedule “B” of the Official Community Plan from Medium and High-Rise Apartment to Town Centre Commercial
Adoption

R/2018-022

It was moved and seconded

That Bylaw No. 7342-2017 be adopted.

CARRIED

1001.2 **Maple Ridge Zone Amending Bylaw No. 7262-2016**

To rezone from RS-1 (One Family Urban Residential) to C-3 (Town Centre Commercial) to permit the future construction of three mixed use commercial residential six storey buildings

Adoption

R/2018-023

It was moved and seconded

That Bylaw No. 7262-2016 be adopted.

CARRIED

1001.3 **Repeal of Selkirk Avenue Housing Agreement Bylaw No. 7346-2017**

To allow the housing agreement to be consistent with the Sales and Purchase Agreement

Repeal

R/2018-024

It was moved and seconded

That Bylaw No. 7346-2017 be repealed.

CARRIED

1001.4 **Selkirk Avenue Housing Agreement Bylaw No. 7347-2017**

To allow the City of Maple Ridge to enter into a Housing Agreement
First, second and third readings

R/2018-025

It was moved and seconded

That Bylaw No. 7347-2017 be given first, second and third readings.

CARRIED

1002 **Maple Ridge 2018-2022 Financial Plan Bylaw No. 7405-2017**

To establish the five year financial plan for the years 2018 through 2022
Adoption

R/2018-026

It was moved and seconded

That Bylaw No. 7405-2017 be adopted.

CARRIED

1003 **Maple Ridge Council Procedure Amending Bylaw No. 7411-2017**

To change S. 31 in Council Procedure Bylaw No. 6472-2007 by moving
‘Questions from the Public’ to follow “Delegations” and to change the day
of the first regular Council meeting after an election
Adoption

R/2018-027

It was moved and seconded

That Bylaw No. 7411-2017 be adopted.

CARRIED

Councillor Robson, Councillor Shymkiw - OPPOSED

1100 ***REPORTS AND RECOMMENDATIONS***

Public Works and Development Services

1101 **2012-031-RZ, 11055 Hazelwood Street, Rescind Second and Third Reading**

Staff report dated January 16, 2018 recommending that the second and third readings of Maple Ridge Zone Amending Bylaw No. 6914-2012 be rescinded and that the proposed timeline as outlined be endorsed.

D. Hall, Planner gave a power point presentation providing the following:

- Application information
- Subject map
- Official Community Plan Context
- Neighbourhood Plan Context
- Site Characteristics
- Development Proposal

R/2018-028

It was moved and seconded

That second and third reading of Bylaw No. 6914-2012 for application 2012-031-RZ be rescinded; and further,

That the proposed timeline as outlined in the staff report dated January 16, 2018 be endorsed.

CARRIED

1102 **2017-262-RZ, 11060 Cameron Court, RS-3 to RS-1d**

Staff report dated January 16, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7409-2017 to rezone from RS-3 (One Family Rural Residential) to RS-1d (One Family Urban [Half Acre] Residential) to permit subdivision of approximately 19 single family lots no less than 557 m² in area be given first reading and that the applicant provide further information as described on Schedules A, B and F of the Development Procedures Bylaw No. 5879-1999, along with the information required for a subdivision application.

R/2018-029

It was moved and seconded

In respect of Section 475 of the Local Government Act, requirement for consultation during the development or amendment of an Official Community Plan, Council must consider whether consultation is required with specifically:

- i. The Board of the Regional District in which the area covered by the plan is located, in the case of a Municipal Official Community Plan;
- ii. The Board of any Regional District that is adjacent to the area covered by the plan;
- iii. The Council of any municipality that is adjacent to the area covered by the plan;
- iv. First Nations;
- v. Boards of Education, Greater Boards and Improvements District Boards; and
- vi. The Provincial and Federal Governments and their agencies.

and in that regard it is recommended that no additional consultation be required in respect of this matter beyond the early posting of the proposed Official Community Plan amendments on the City's website, together with an invitation to the public to comment;

That Bylaw No. 7409-2017 be given first reading; and

That the applicant provide further information as described on Schedules A, B, and F of the Development Procedures Bylaw No. 5879-1999, along with the information required for a subdivision application.

CARRIED

1103 **2017-461-RZ, 11641 227 Street, RS-1 to RM-2**

Staff report dated January 16, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7282-2016 be rescinded and that Maple Ridge Zone Amending Bylaw No. 7401-2017 to rezone from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit two 5 storey apartment buildings be given first reading and that the applicant provide further information as described on Schedules A, C, D, E, F and G of the Development Procedures Bylaw No. 5879-1999, along with a subdivision application.

R/2018-030

It was moved and seconded

1. In respect of Section 475 of the Local Government Act, requirement for consultation during the development or amendment of an Official Community Plan, Council must consider whether consultation is required with specifically:
 - i. The Board of the Regional District in which the area covered by the plan is located, in the case of a Municipal Official Community Plan;
 - ii. The Board of any Regional District that is adjacent to the area covered by the plan;
 - iii. The Council of any municipality that is adjacent to the area covered by the plan;
 - iv. First Nations;
 - v. Boards of Education, Greater Boards and Improvements District Boards; and
 - vi. The Provincial and Federal Governments and their agencies; and
2. and in that regard it is recommended that no additional consultation be required in respect of this matter beyond the early posting of the proposed Official Community Plan amendments on the City's website, together with an invitation to the public to comment, and;
3. That Bylaw No. 7282-2016 be rescinded; and
4. That Bylaw No. 7401-2017 be given first reading; and
5. That the applicant provide further information as described on Schedules A, C, D, E, F and G of the Development Procedures Bylaw No. 5879-1999, along with a Subdivision application.

CARRIED

1104 **2017-489-RZ, 11903 and 11917 Burnett Street, RS-1 to RM-2**

Staff report dated January 16, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7407-2017 to rezone from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit a five storey condominium building be given first reading and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999 along with the information specified in this staff report.

R/2018-031

It was moved and seconded

That Bylaw No. 7407-2017 be given first reading; and

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

CARRIED

1105 2016-091-RZ, 14155 Marc Road, A-2 to R-1 and R-2

Staff report dated January 16, 2018 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7416-2017 to revise the boundaries of the land use designations to fit the site conditions be given first and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7254-2016 to rezone from A-2 (Upland Agricultural) to R-1 (Residential District) and R-2 (Urban Residential District) to permit a future subdivision of approximately 109 lots be given second reading as amended and be forwarded to Public Hearing.

D. Hall, Planner, gave a power point presentation providing the following:

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

R/2018-032

It was moved and seconded

- 1) That, in accordance with Section 475 of the Local Government Act, opportunity for early and on-going consultation has been provided by way of posting Bylaw No 7416-2017 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;
- 2) That Bylaw No. 7416-2017 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
- 3) That it be confirmed that Bylaw No. 7416-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Bylaw No. 7416-2017 be given first and second readings and be forwarded to Public Hearing;

- 5) That Bylaw No. 7254-2016 be amended as identified in the staff report dated January 16, 2018, be given second reading, and be forwarded to Public Hearing;
- 6) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Amendment to Official Community Plan Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 2 - Land Use Plan, and Figure 4 - Trails / Open Space,
 - iii) Park dedication as required, including construction of multi-purpose trails, emergency access roads; and removal of all debris and garbage from park land;
 - iv) Registration of a Restrictive Covenant for the Geotechnical, which addresses the suitability of the subject property for the proposed development;
 - v) Registration of a Restrictive Covenant for the protection of the Environmentally Sensitive areas on the subject property;
 - vi) Registration of a Restrictive Covenant for Tree Protection;
 - vii) Registration of a Restrictive Covenant for Stormwater Management;
 - viii) Notification to the Department of Fisheries and Oceans and the Ministry of Environment for in-stream works on the site; and
 - ix) That a voluntary contribution, in the amount of \$555,900.00 (\$5,100.00/lot), be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

CARRIED

Note: Councillor Shymkiw excused himself from discussion of Item 1106 at 8:23 p.m. as he has a conflict on the item.

1106 2016-004-RZ, 13245 236 Street, RS-3 and RS-2 to RM-1

Staff report dated January 16, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7211-2016 to rezone from RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential) to RM-1 (Townhouse Residential) to permit future development of 31 townhouse units be given second reading and be forwarded to Public Hearing.

R/2018-033

It was moved and seconded

- 1) That Bylaw No. 7211-2016 be given second reading, and be forwarded to Public Hearing;

- 2) That the following terms and conditions be met prior to final reading:
- i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the security deposit, as outlined in the Agreement;
 - ii) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;
 - iii) Registration of a Restrictive Covenant for protecting the Visitor Parking;
 - iv) Registration of a Restrictive Covenant for Tree Protection;
 - v) Registration of a Restrictive Covenant for Stormwater Management;
 - vi) Removal of existing buildings;
 - vii) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site; and
 - viii) That a voluntary contribution, in the amount of \$127,100.00 be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

CARRIED

Note: Councillor Shymkiw returned to the meeting at 8:26 p.m.

1107 2016-150-DVP, 21083 River Road

Staff report dated January 16, 2018 recommending that the Corporate Officer be authorized to sign and seal 2016-150-DVP to reduce the required Collector road standard and the required building envelope.

R/2018-034

It was moved and seconded

That the Corporate Officer be authorized to sign and seal 2016-150-DVP respecting property located at 21083 River Road.

CARRIED

1108 2016-240-DVP, 2016-240-DP, 22638 119 Avenue and 22633 Selkirk Avenue

Staff report dated January 16, 2018 recommending that the Corporate Officer be authorized to sign and seal 2016-240-DVP to reduce side lot lines and to reduce front and rear lot lines for the second storey and that the Corporate Officer be authorized to sign and seal 2016-240-DP to permit future construction of two mixed use commercial residential six storey buildings.

R/2018-035

It was moved and seconded

That the Corporate Officer be authorized to sign and seal 2016-240-DVP respecting property located at 22638 119 Avenue and 22633 Selkirk Avenue.

That the Corporate Officer be authorized to sign and seal 2016-240-DP respecting property located at 22638 119 Avenue and 22633 Selkirk Avenue.

CARRIED

1109 2016-274-SD, 5% Money in Lieu of Parkland Dedication, PID 017-967-546

Staff report dated January 16, 2018 recommending that the owner of land proposed for subdivision at PID 017-967-546, under application 2016-274-SD, shall pay to the City of Maple Ridge an amount that is not less than \$67,100.00.

R/2018-036

It was moved and seconded

That pursuant to Local Government Act, Section 510, regarding 5% Parkland Dedication or payment in lieu, be it resolved that the owner of land proposed for subdivision at PID 217-967-546 under application 2016-274-SD, shall pay to the City of Maple Ridge an amount that is not less than \$67,100.00.

CARRIED

Financial and Corporate Services (including Fire and Police)

1131 Miscellaneous Finance Fees and Charges Bylaw Amendment – Bylaw No.7413-2017

Staff report dated January 16, 2018 recommending that Maple Ridge Miscellaneous Finance Fees and Charges Amending Bylaw No.7413-2017 to impose a fee for the service of providing incident or investigation reports related to the Fire Department be given first, second and third readings.

R/2018-037

It was moved and seconded

That Bylaw No. 7413-2017 be given first, second and third readings.

CARRIED

Parks, Recreation & Culture – Nil

Administration – Nil

Other Committee Issues – Nil

1200 STAFF REPORTS – Nil

1300 OTHER MATTERS DEEMED EXPEDIENT – Nil

1400 NOTICES OF MOTION AND MATTERS FOR FUTURE MEETINGS – Nil

1600 ADJOURNMENT – 8:40 p.m.

Certified Correct

N. Read, Mayor

L. Benson, Corporate Officer

402 Minutes of the Public Hearing

City of Maple Ridge

PUBLIC HEARING

January 23, 2018

The Minutes of the Public Hearing held in the Council Chamber of City Hall, 11995 Haney Place, Maple Ridge, British Columbia on January 23, 2018 at 7:06 p.m.

PRESENT

Elected Officials

Mayor N. Read
Councillor C. Bell
Councillor K. Duncan
Councillor B. Masse
Councillor G. Robson
Councillor T. Shymkiw
Councillor C. Speirs

Appointed Staff

P. Gill, Chief Administrative Officer
F. Quinn, General Manager of Public Works and Development
K. Swift, General Manager of Parks, Recreation & Culture
L. Benson, Corporate Officer
C. Carter, Director of Planning
A. Gaunt, Confidential Secretary
Other staff as required
C. Goddard, Manager of Development and Environmental Services
A. Grochowich, Planner 1
C. Chan, Planner 1

Note: Councillor Masse was not in attendance at the start of the meeting. He joined the meeting at 7:08 p.m.

Mayor Read called the meeting to order. The Corporate Officer explained the procedure and rules of order of the Public Hearing and advised that the bylaws will be considered further at the next Council Meeting on January 30, 2018.

The Mayor then called upon Planning Department staff to present the following items on the agenda:

- 1) **2017-242-RZ, Home Occupation
Maple Ridge Zone Amending Bylaw No. 7394-2017**
To amend Part 2 Interpretation and Part 4 General Regulations of the Maple Ridge Zoning Bylaw No. 3510 – 1985 to expand and regulate home occupation opportunities to better support home occupations throughout the City.

The Corporate Officer advised that no correspondence was received on this item.

A. Grochowich, Planner gave a power point presentation providing the following information:

- Background
- Timeline
- Type 1 Regulations
- Type 2 Regulations
- Type 3 Regulations
- Proposed Updates
- Type 4 Regulations
- What Stays the Same
- Previous Questions and Concerns
- Opportunities for Home Based Businesses
- Next Steps

The Mayor called for speakers three times.

There being no comment, the Mayor declared this item dealt with.

- 2) **2017-281-CP, 21428, 21460, 21472 Dewdney Trunk Road
Maple Ridge Official Community Plan Amending Bylaw No. 7357-2017**
To amend Schedule “B” of the Official Community Plan from Urban Residential to Institutional.

**2017-281-RZ, 21428 Dewdney Trunk Road
Maple Ridge Zone Amending Bylaw No. 7360-2017**

To rezone from RS-1 (One Family Urban Residential) to P-6 (Civic Institutional) to allow for the expansion of the Maple Ridge Cemetery.

The Corporate Officer advised that no correspondence was received on this item.

C. Chan, Planner gave a power point presentation providing the following information:

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

The Mayor called for speakers three times.

There being no comment, the Mayor declared this item dealt with.

- 3) **2015-069-RZ, 10366 240 Street**
Maple Ridge Zone Amending Bylaw No. 7207-2016
To rezone from RS-2 (One Family Suburban Residential) to R-3 (Special Amenity Residential District) to permit a future subdivision of 13 lots

The Corporate Officer advised that no correspondence was received on this item.

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

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

The Mayor called for speakers three times.

There being no comment, the Mayor declared this item dealt with.

- 4) **2015-021-RZ, 24070 132 Avenue**
Maple Ridge Official Community Plan Amending Bylaw No. 7406-2017
To amend Silver Valley Area Plan Figure 2 from Low Density Residential and Conservation to Conservation and Low Density Residential and to amend Silver Valley Area Plan Figure 4 Trail/Open Space as shown to Add to Conservation and to Remove from Conservation.

Maple Ridge Zone Amending Bylaw No. 7142-2015
To rezone from RS-3 (One Family Rural Residential) to R-1 (Residential District) to permit a subdivision of approximately three single family residential lots

The Corporate Officer advised that no correspondence was received on this item.

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

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

- Proposed Subdivision Plan
- Terms and Conditions

The Mayor called for speakers three times.

There being no (further) comment, the Mayor declared this item dealt with.

Having given all those persons whose interests were deemed affected by the matters contained herein a chance to be heard, the Mayor adjourned the Public Hearing at 7:28 p.m.

N. Read, Mayor

Certified Correct

L. Benson, Corporate Officer

700 *ITEMS ON CONSENT*

701.1 Development Agreements Committee

**CITY OF MAPLE RIDGE
DEVELOPMENT AGREEMENTS COMMITTEE**

January 15, 2018

Mayor's Office

CIRCULATED TO:

Nicole Read, Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

Catherine Schmidt, Recording Secretary

1. 2016-194-DP

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

LOCATION: 23288 130 Avenue

OWNER: Russ Franklin Enterprises Ltd.

REQUIRED AGREEMENTS: Enhancement and Maintenance Agreement;
Habitat Protection Covenant.

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE TO 2016-194-DP.

CARRIED

2. 2016-274-SD

LEGAL: Lot 11 Section 24 Township 12 New Westminster District Plan
LMP6975; Except EPP65168

LOCATION: PID 017-967-546

OWNER: Bella Vista Home Builders Ltd.; Esperanza Developments Ltd.

REQUIRED AGREEMENTS: Geotechnical Covenant;
Stormwater Management Covenant;
Slope Protection Covenant;
Watercourse and Habitat Protection Covenant;
Septic Disposal Covenant.

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE TO 2016-274-SD.

CARRIED

3. 2017-092-SD

LEGAL: Lot 1 Section 19 Township 15 New Westminster District Plan
BCP50223

LOCATION: 12123 270 Street

OWNER: Timothy Gadsby & Louise Gadsby

REQUIRED AGREEMENTS: Geotechnical Covenant;
Septic Field Covenant;
Stormwater Management Covenant;
Covenant Release X105393 Servicing;
Covenant Release R43648 Watercourse Protection;
Covenant Release W65948 Exterior Design Control;
Covenant Release BF489487 Water Connection;
Covenant Release BB4038291 Geotechnical Report.

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE TO 2017-092-SD.

CARRIED

4. 17-113367

LEGAL: Lot 2 Section 28 Township 12 New Westminster District Plan
EPP9001

LOCATION: 13335 236 Street

OWNER: Cesar Manera & Lori A Manera

REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-113367.

CARRIED

5. 17-115605

LEGAL: Lot 20 District Lot 279 Group 1 New Westminster District Plan 114

LOCATION: 20422 Wharf Street

OWNER: Kerry Davison

REQUIRED AGREEMENTS: Flood Protection Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO

CARRIED

6. 17-124944

LEGAL: Lot 250 District Lot 281 Group 1 NWD Plan 114
LOCATION: 20121 Ditton Street
OWNER: Steven A Schmidt & Denise W Schmidt
REQUIRED AGREEMENTS: Floodplain Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-124944.

CARRIED

7. 17-126099

LEGAL: Lot 3 District Lot 242 Group 1 New Westminster District Plan
EPP63666
LOCATION: 12116 212 Street
OWNER: True Light Building & Development Ltd.
REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-126099.

CARRIED

8. 17-126096

LEGAL: Lot 2 District Lot 242 Group 1 New Westminster District Plan
EPP63666
LOCATION: 12112 212 Street
OWNER: True Light Building & Development Ltd.
REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-126096.

CARRIED

9. 5245-20-B423

LEGAL: Lot 724 District Lot 278 New Westminster District Plan NWP114

LOCATION: 11312 206 Street

OWNER: Gurteg S Gill & Manjit K Gill

REQUIRED AGREEMENTS: Building Development Agreement

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 5245-20-B423.

CARRIED

10. 5245-20-B421

LEGAL: Lot 723 District Lot 278 New Westminster District Plan NWP114

LOCATION: 20615 113 Avenue

OWNER: Riaz Mapara

REQUIRED AGREEMENTS: Building Development Agreement

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 5245-20-B421.

CARRIED

11. 5245-20-B422

LEGAL: Lot 720 District Lot 278 New Westminster District Plan NWP114

LOCATION: 20623 113 Avenue

OWNER: Riaz Mapara

REQUIRED AGREEMENTS: Building Development Agreement

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 5245-20-B422.

CARRIED

12. 5245-20-B395

LEGAL: Lot C; District Lot 398 New Westminster District Plan NWP5194

LOCATION: 11770 Fraser Street

OWNER: Medkinetic Health and Medical Supplies Ltd.

REQUIRED AGREEMENTS: Building Development Agreement

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 5245-20-B395.

CARRIED

13. 5245-20-B428

LEGAL: Lot 596 District Lot 278 New Westminster Plan NWP114

LOCATION: 20541 Westfield Avenue

OWNER: 0874951 B.C. Ltd.

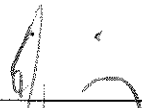
REQUIRED AGREEMENTS: Building Development Agreement

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 5245-20-B428.

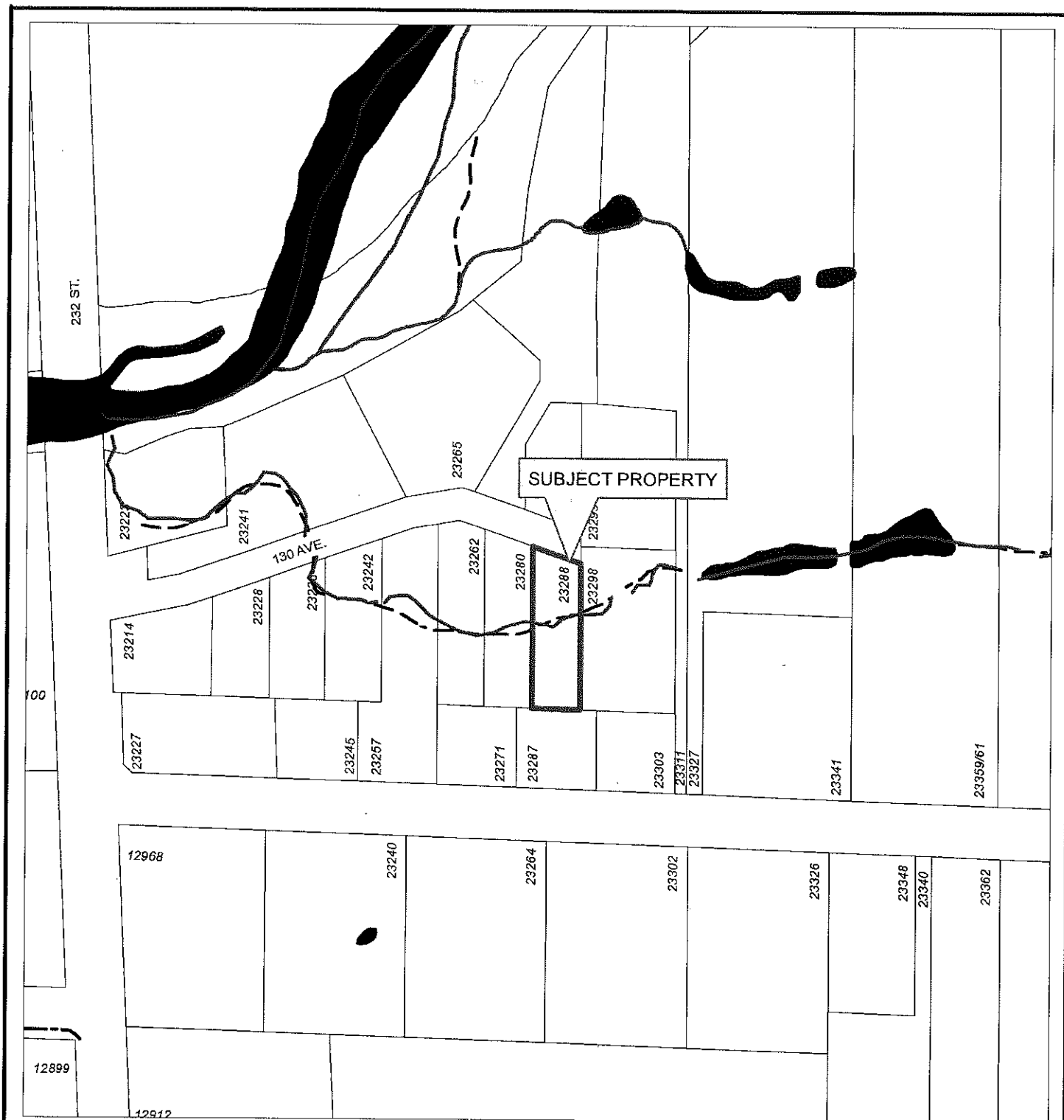
CARRIED



Nicole Read, Mayor
Chair



Paul Gill, Chief Administrative Officer
Member



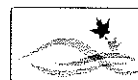
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Legend

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

23288 130 AVENUE

PLANNING DEPARTMENT



MAPLE RIDGE

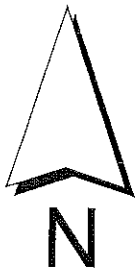
British Columbia

mapleridge.ca

FILE: 2016-194-DP





DATE: Jan 16, 2018

BY: PC



Scale: 1:2,500

Legend

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

LOT 11 LMP6975
ROLL NO. 73612-0011-0

PLANNING DEPARTMENT



MAPLE RIDGE

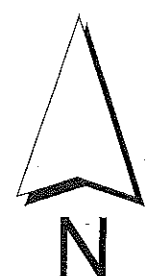
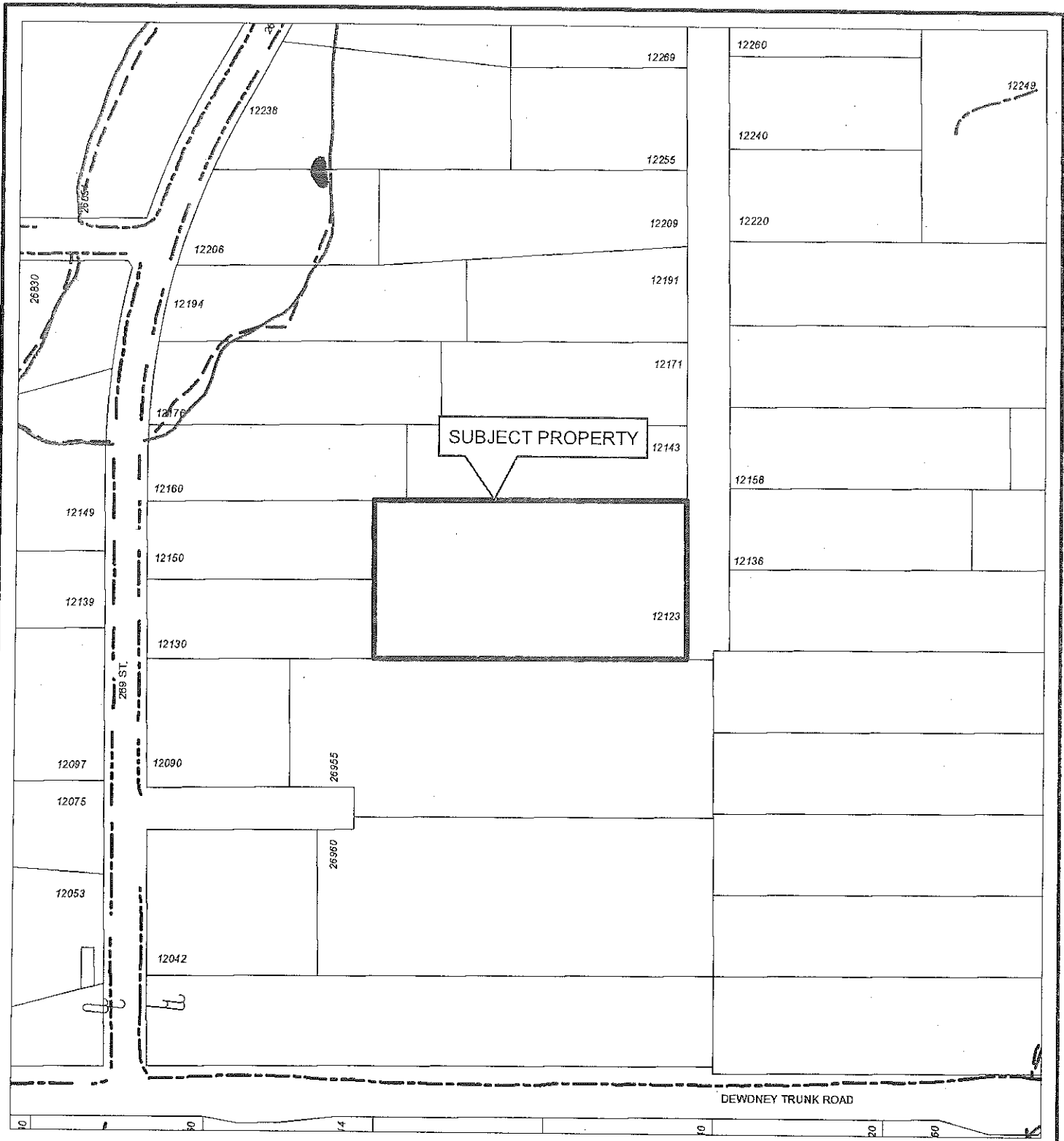
British Columbia

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2016-274-SD

DATE: Jul 20, 2016

BY: JV



Scale: 1:2,500

Legend

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

12123 270 STREET

PLANNING DEPARTMENT



MAPLE RIDGE

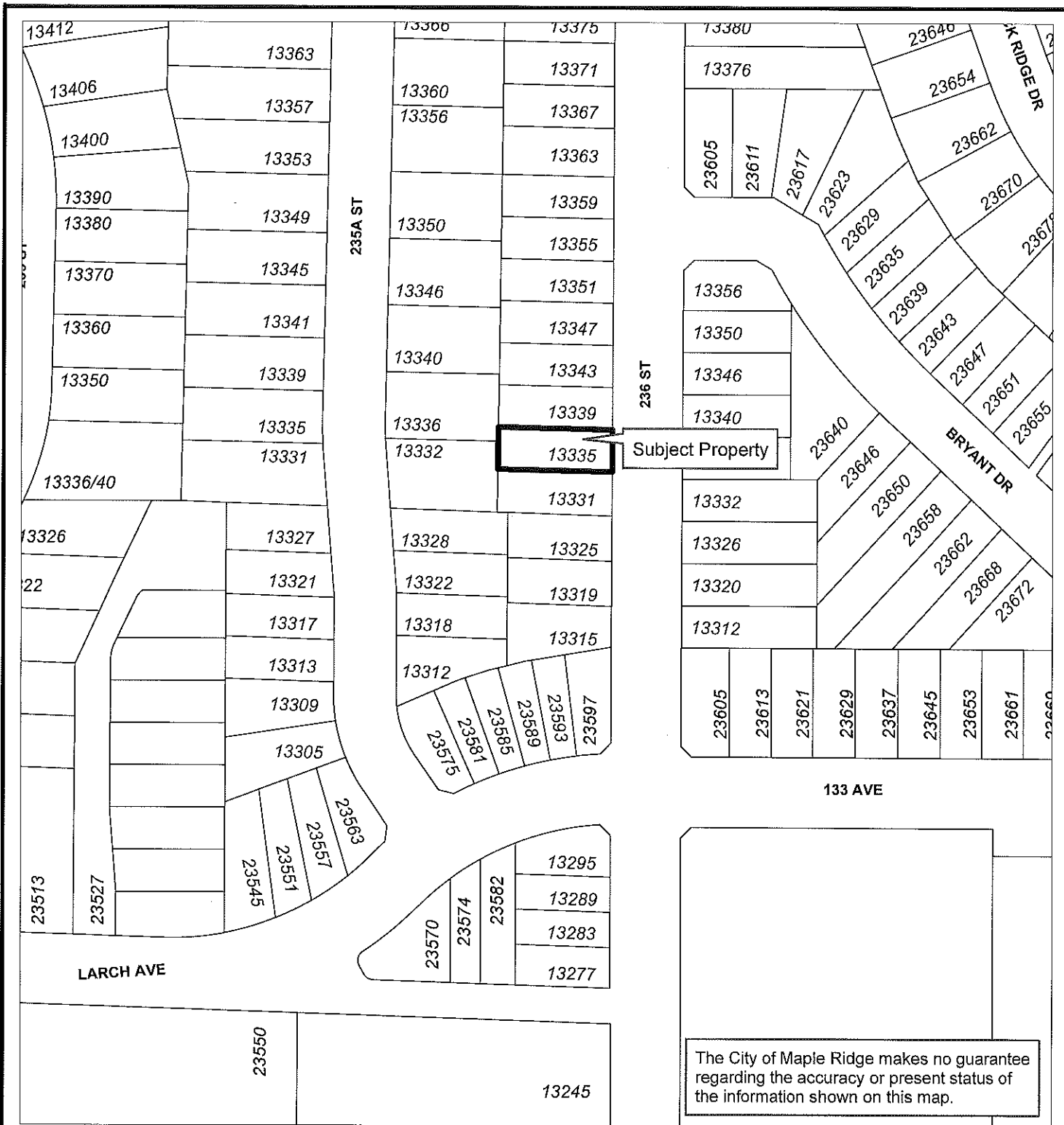
British Columbia

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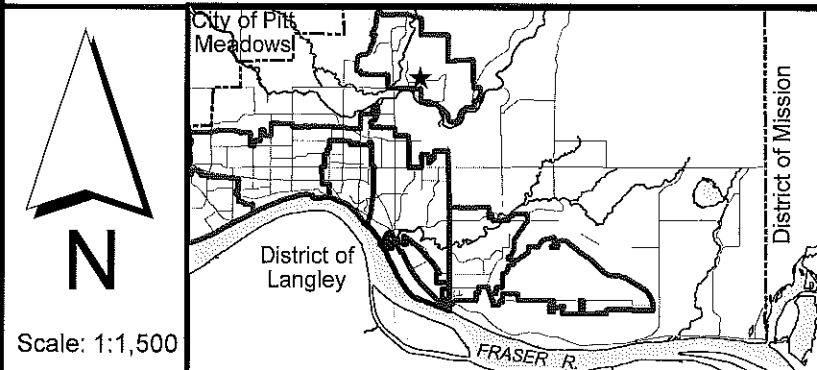
FILE: 2017-092-SD

DATE: Mar 20, 2017

BY: PC




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



13335 236 St

ENGINEERING DEPARTMENT

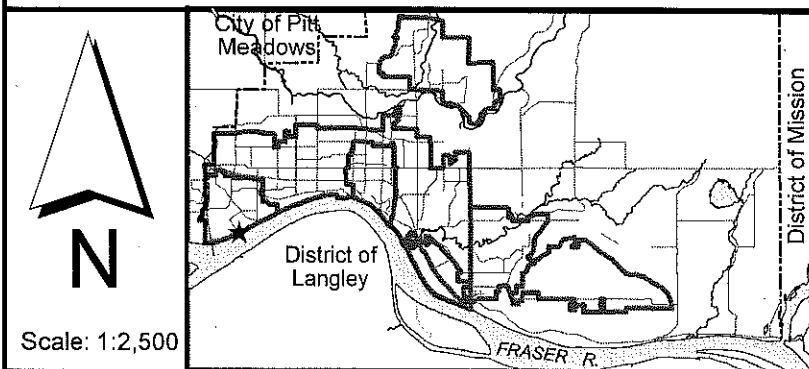
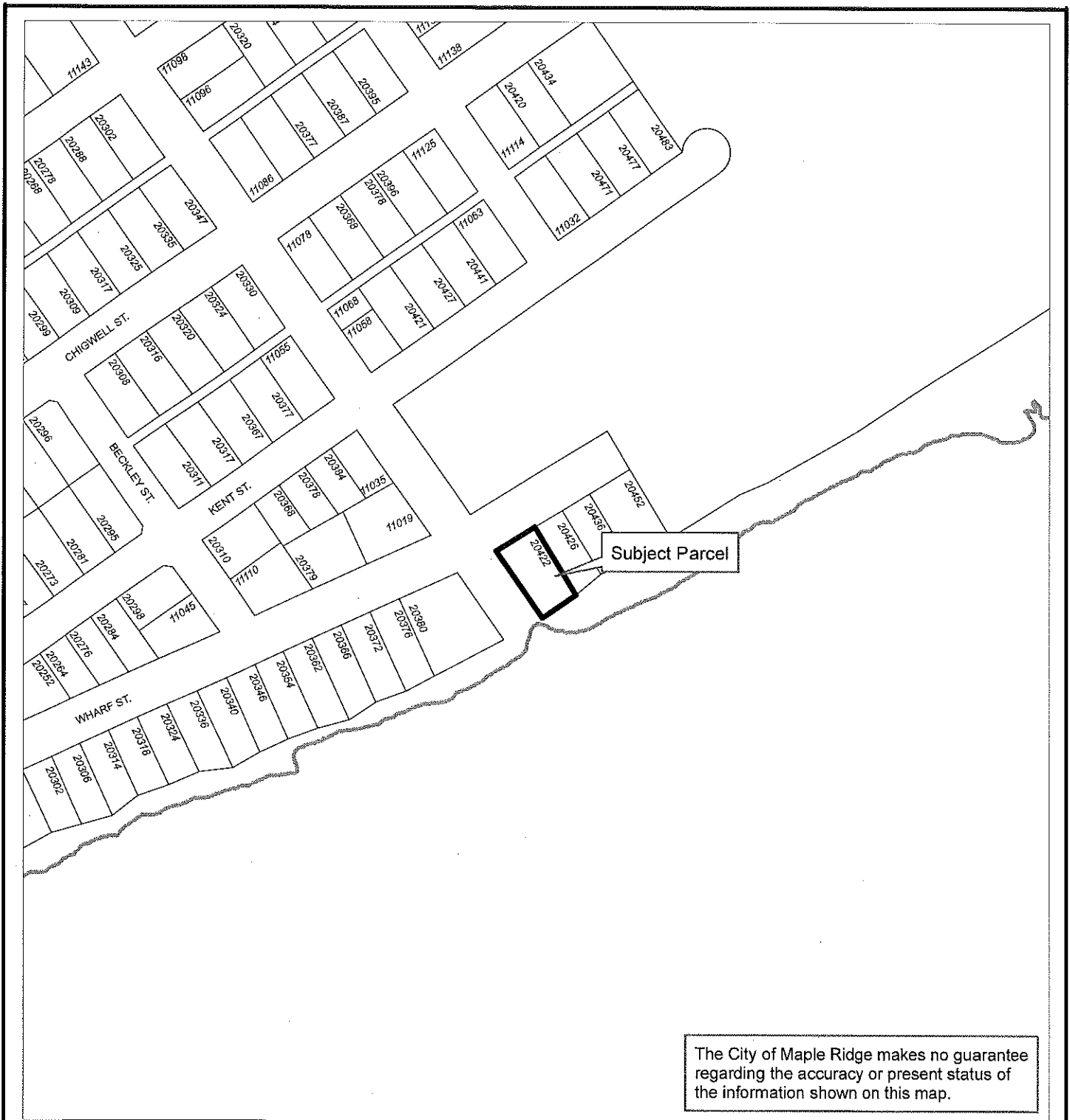


MAPLE RIDGE
British Columbia

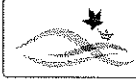
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DATE: Jan 10, 2018

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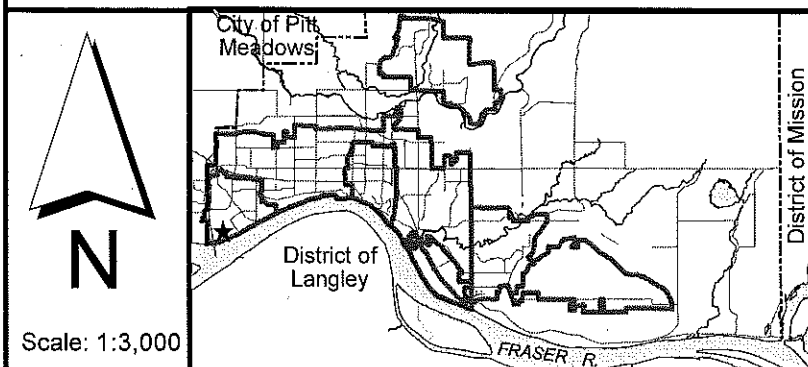
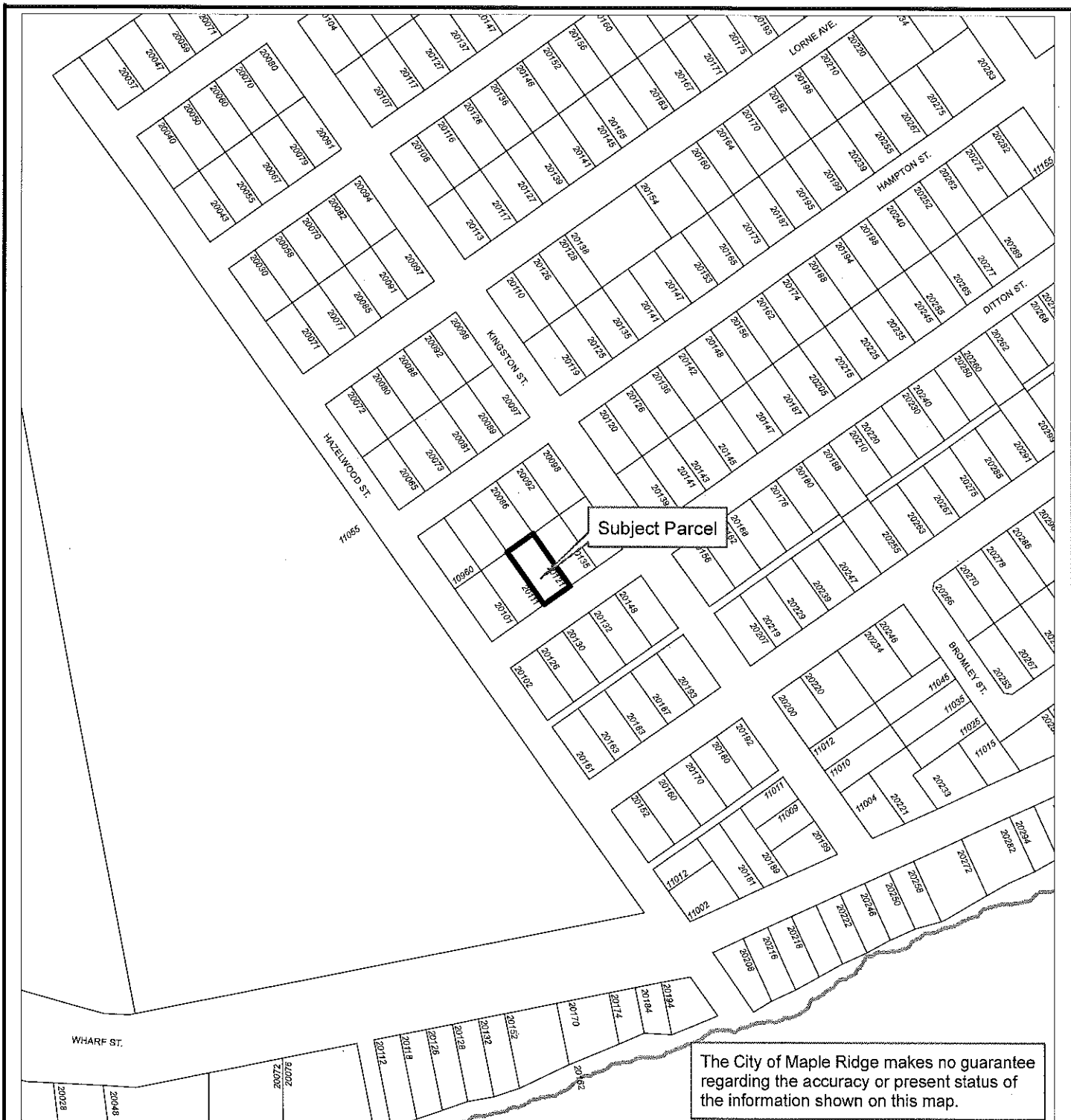


20422 Wharf St.
Section 219 Flood Protection Covenant

LICENCES, PERMITS & BYLAWS DEPT.

MAPLE RIDGE
British Columbia

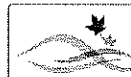
mapleridge.ca

FILE: Untitled
DATE: Jan 8, 2018
BY: ML



20121 Ditton St. Section 219 Flood Protection Covenant

LICENCES, PERMITS & BYLAWS DEPT.



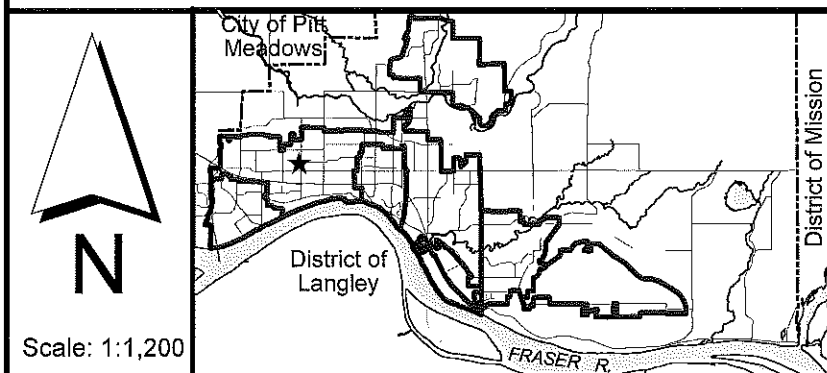
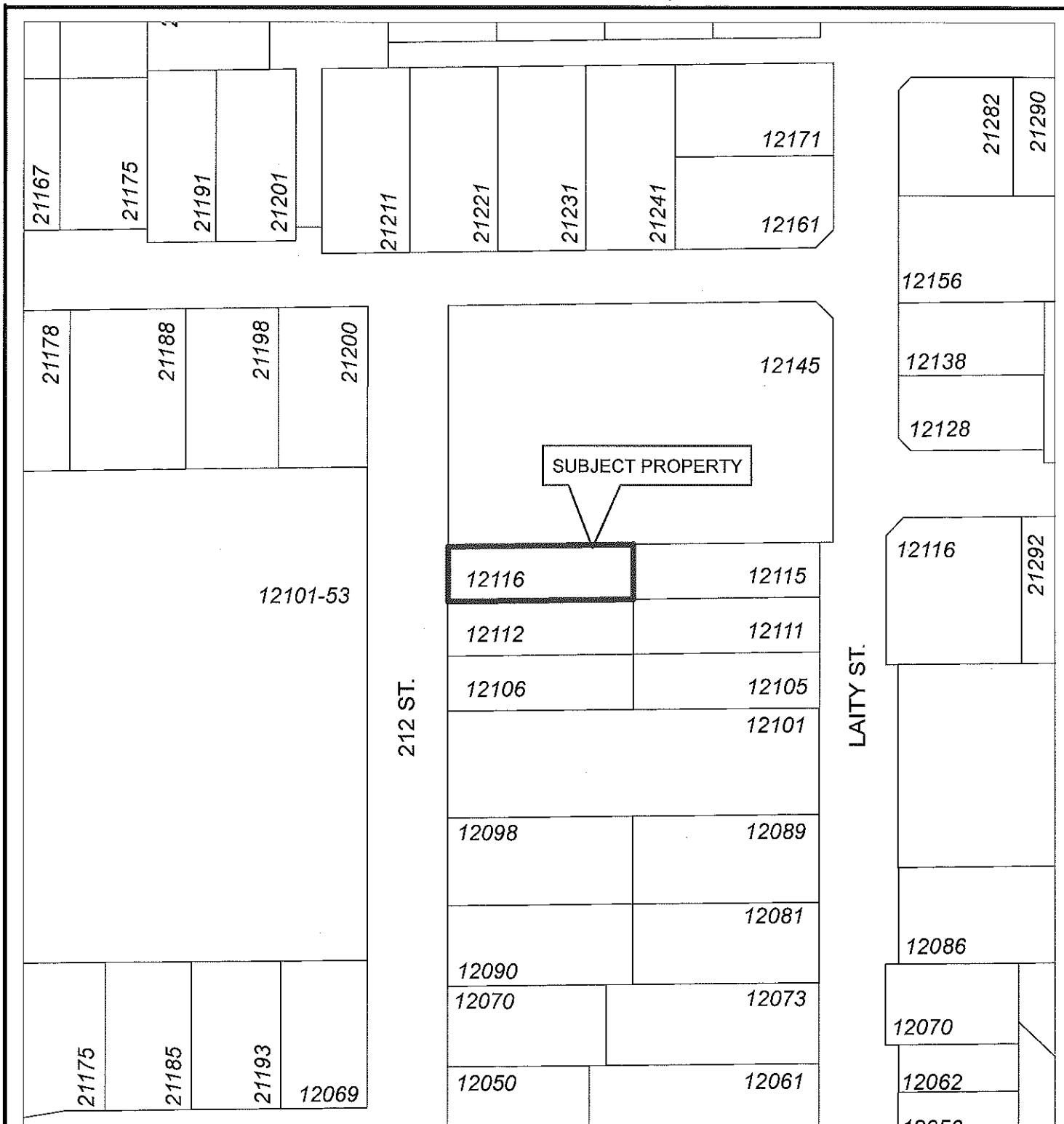
MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: Untitled
DATE: Jan 10, 2018

BY: ML



12116 212 Street

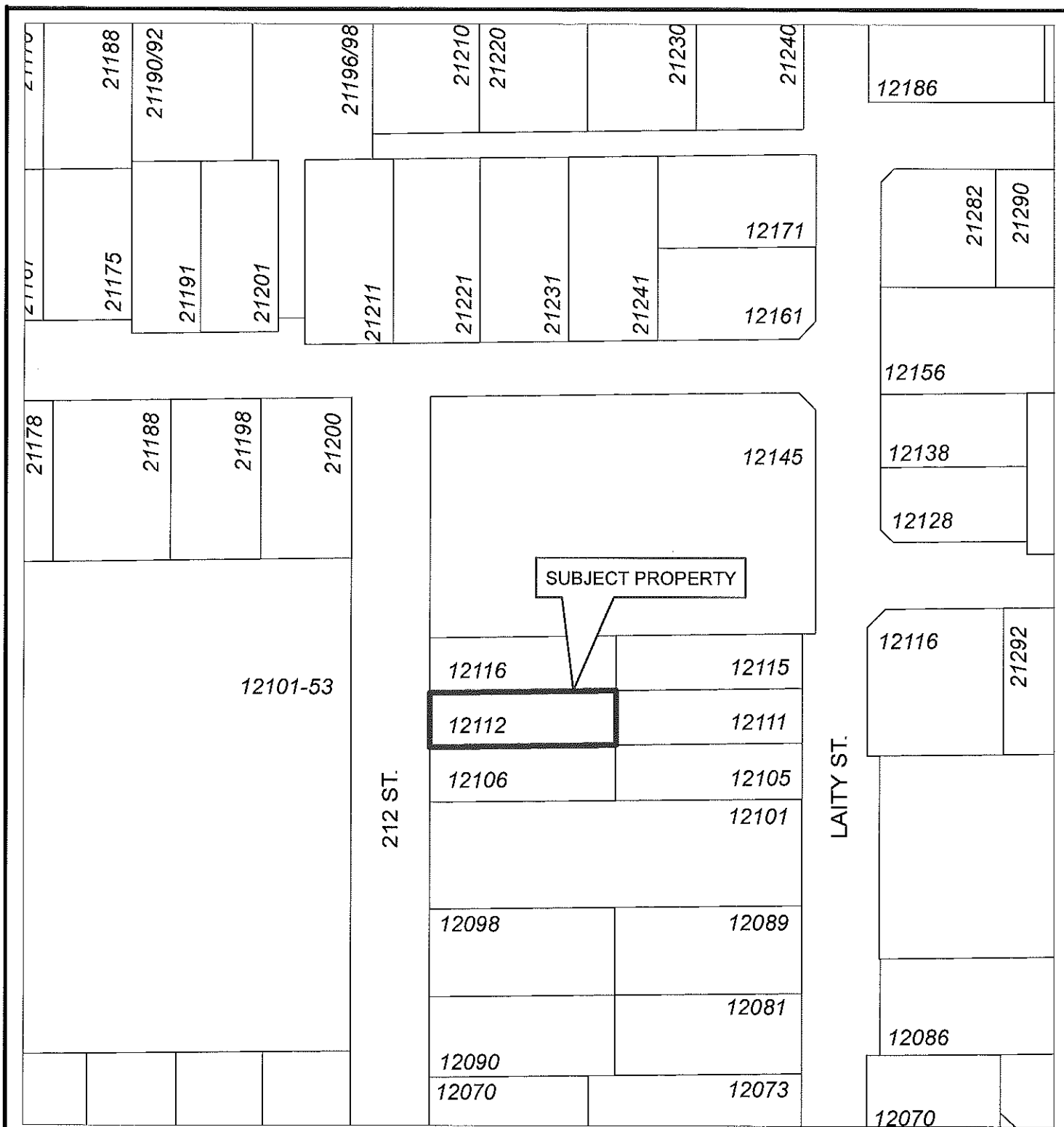
ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

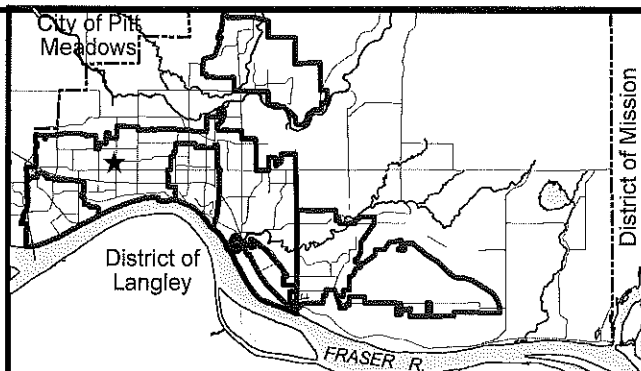
mapleridge.ca

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DATE: Nov 7, 2017

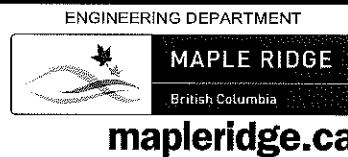
BY: LP



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12112 212 Street



FILE: Untitled
DATE: Nov 7, 2017

BY: LP

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		20631	11311

20670	20680
11334	20665
11310	20675

113 AVE.

20606	20616	20624	11295
11278	20623	20631	11277
11266			11273
			11261

20658	20668	20676
11272		

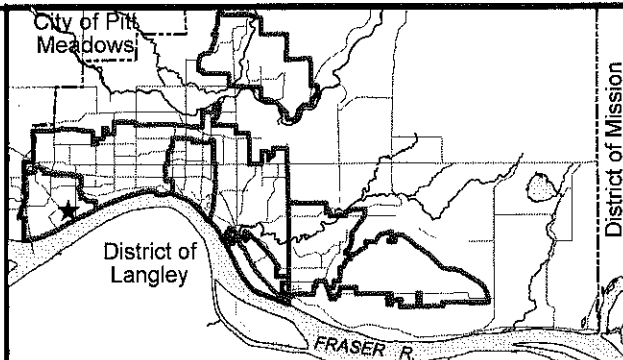
BATTLE AVE.

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

11257



Scale: 1:1,000



DAC REFERRAL - 11312 206 Street

ENGINEERING DEPARTMENT



MAPLE RIDGE

British Columbia

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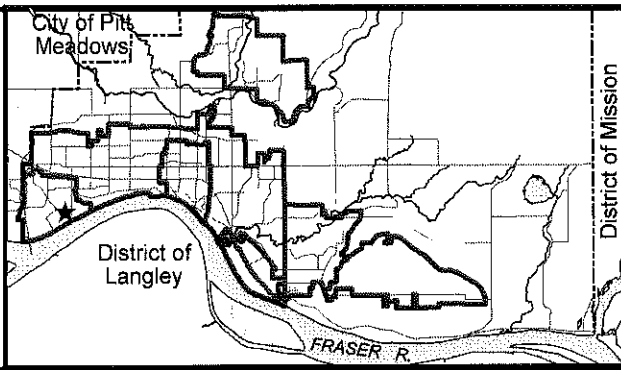
DATE: Jan 9, 2018

BY: EM

			20603/11	20617/25	20621/23	20631	20641	20657
RNE AVE.								
	20582	20586/90	20606	20614	20622	11339		11334
						11329		
20561		20583	11312	20615	20623	20631	11311	11310
113 AVE.								
	20582	11289	20606	20616	20624	11295		20658
						11277		
20575	20583	11271	11278		20623	11273		
<div>The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.</div>								

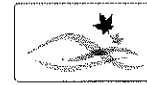


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DAC Referral - 20615 113 Ave

ENGINEERING DEPARTMENT

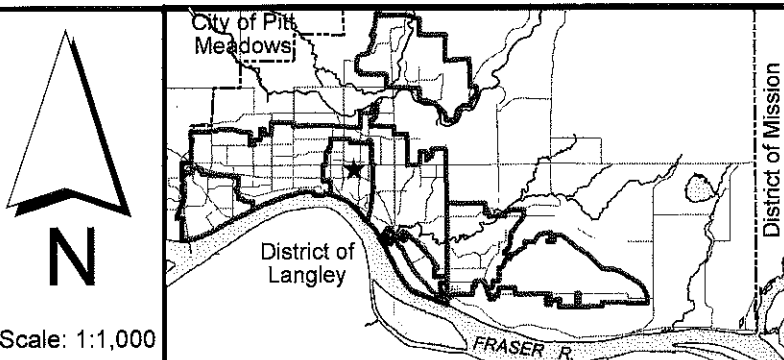
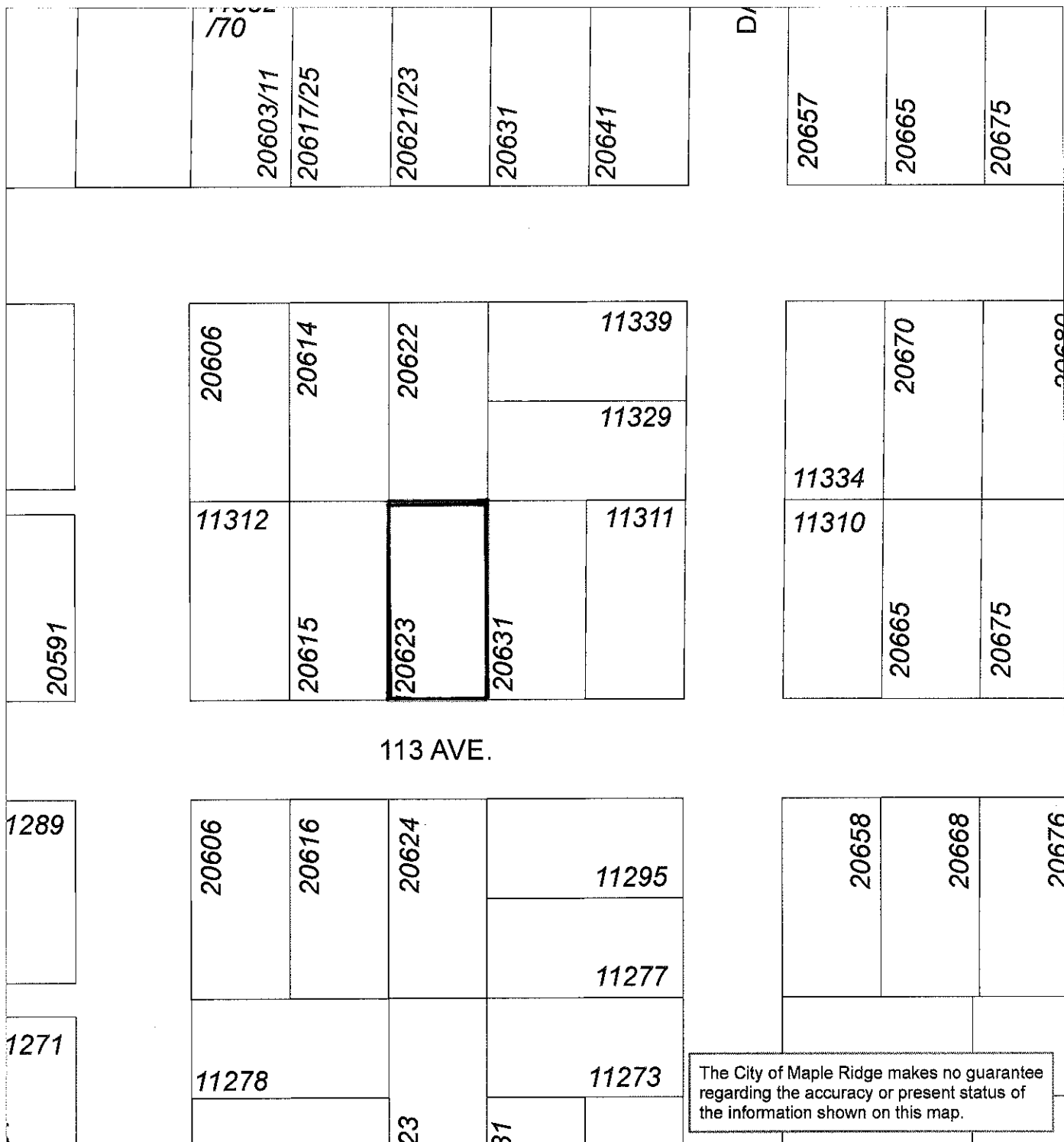


MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Untitled
DATE: Jan 9, 2018

BY: EM



DAC Referral - 20623 113 Ave

FILE: Untitled
DATE: Jan 9, 2018

BY: EM

Vestminster Savings
Credit Union

LOUGHEED HIGHWAY

22471/8

22428

22432

22444

22446

11783

11781

11779

11771

11767
/69

11763
/65

11759/61

22425/27

4/78

22456

22464

22490

11770

11771

22461

22471

11767

22504

22516

22522

11760
62/64/66

22503
05/07/09

225 ST.

NORTH AVENUE

22422

22466

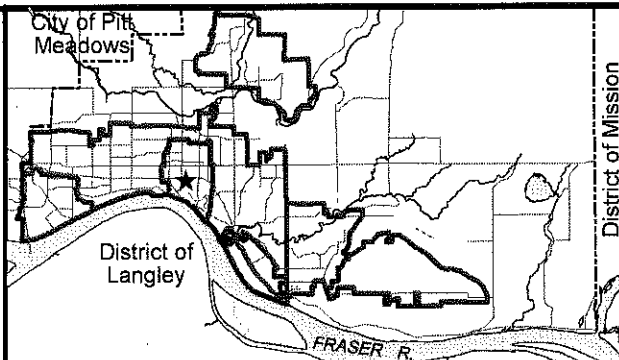
11735

11742

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



Scale: 1:1,000



DAC Referral - 11770 Fraser St

ENGINEERING DEPARTMENT



MAPLE RIDGE

British Columbia

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FILE: Untitled
DATE: Jan 9, 2018

BY: EM

**CITY OF MAPLE RIDGE
DEVELOPMENT AGREEMENTS COMMITTEE**

January 23, 2018

Mayor's Office

CIRCULATED TO:

Nicole Read, Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

Catherine Schmidt, Recording Secretary

1. 2016-240-RZ

LEGAL: Lots 1 to 4, District Lot 401 Group 1 New Westminster District
Plan EPP65496

LOCATION: 22638 119 Avenue, 11865 227 Street, 11893 227 Street, and
22633 Selkirk Avenue

OWNER: City of Maple Ridge and Falcon Village Development Ltd,

REQUIRED AGREEMENTS: Covenant and Housing Agreement (Lots 1 to 4)
Geotechnical, Stormwater, Parking and Public
Art Covenant (Lots 2 and 4)
Rezoning Servicing Agreement (Lots 2 and 4)

**THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING
DOCUMENTS AS THEY RELATE TO 2016-240-RZ.**

CARRIED

2. 5245-20-B420

LEGAL: Lot 5 District Lot 248 New Westminster District Plan 14686

LOCATION: 12234 Laity Street

OWNER: Shamshinder Sidhu

REQUIRED AGREEMENTS: Building Development Agreement

**THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING
DOCUMENT AS IT RELATES TO 5245-20-B420**

CARRIED

3. 2017-154-SD

LEGAL: Lot A Section 10 Township 12 New Westminster District
Plan EPP59096

LOCATION: 10501 Jackson Road

OWNER: Jackson Heights Developments Ltd.

REQUIRED AGREEMENTS: LAS Servicing Agreement

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 2017-154-SD.

CARRIED

4. 17-127451

LEGAL: Lot 270 District Lot 281 New Westminster District Plan 114

LOCATION: 20225 Ditton Street

OWNER: Clarus Construction Ltd.

REQUIRED AGREEMENTS: Stormwater Management Covenant
Floodplain Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE TO 17-127451.

CARRIED

5. 2017-267-DP

LEGAL: Lot 45 Except Part Dedicated Road on Reference Plan 56524;
District Lot 250 Group 1 New Westminster District Plan 54395


LOCATION: 11990 207 Street

OWNER: Damka Lumber & Development Ltd.


REQUIRED AGREEMENTS: Release of Covenant (P23313)

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 2017-267-DP.

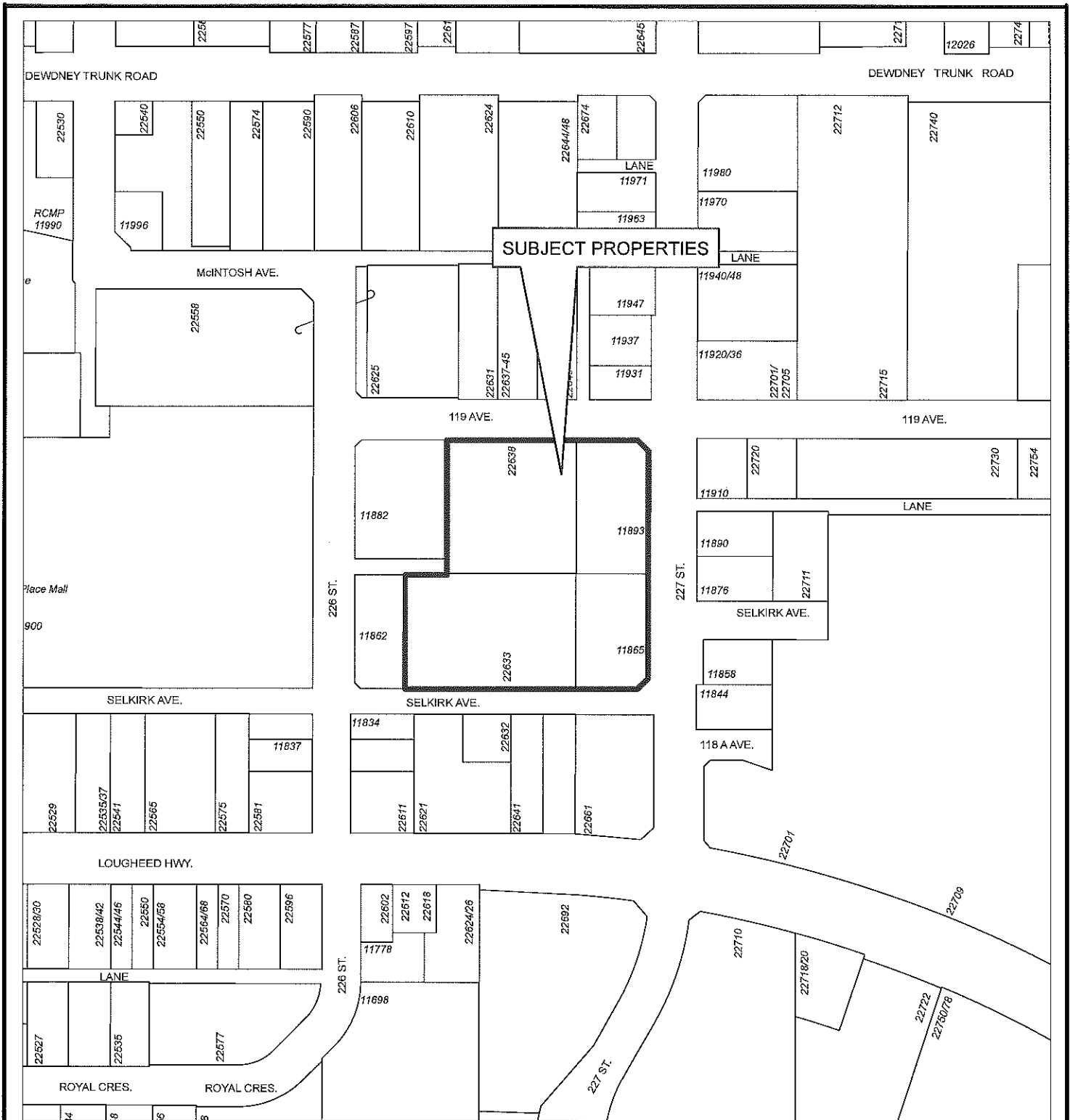
CARRIED



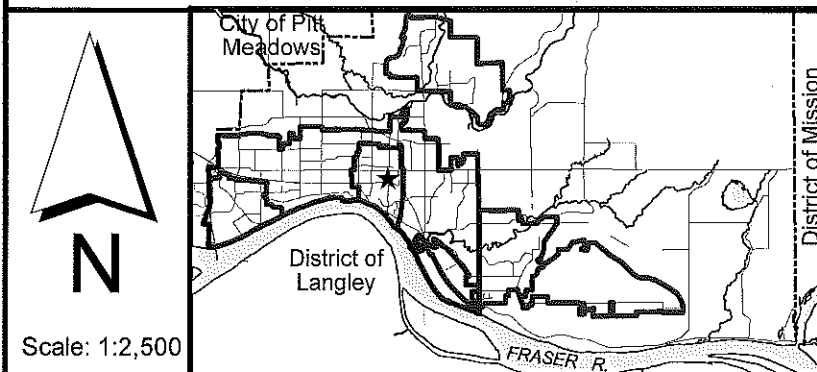
Nicole Read, Mayor
Chair



Paul G.W., Chief Administrative Officer
Member



SUBJECT PROPERTIES



**11865 & 11893 227 Street
22638 119 Avenue
22633 Selkirk Avenue**

PLANNING DEPARTMENT



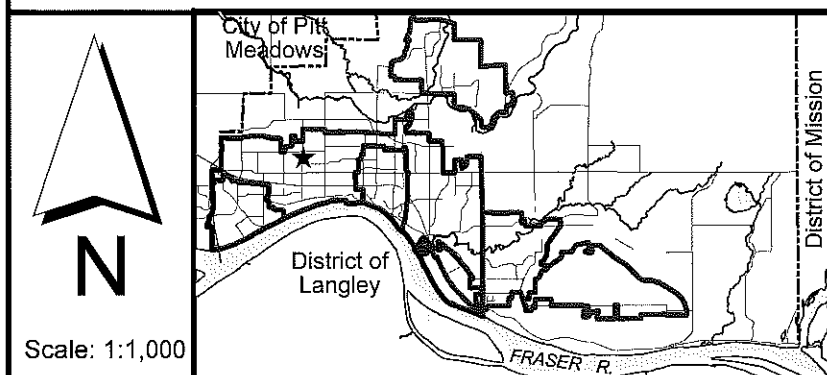
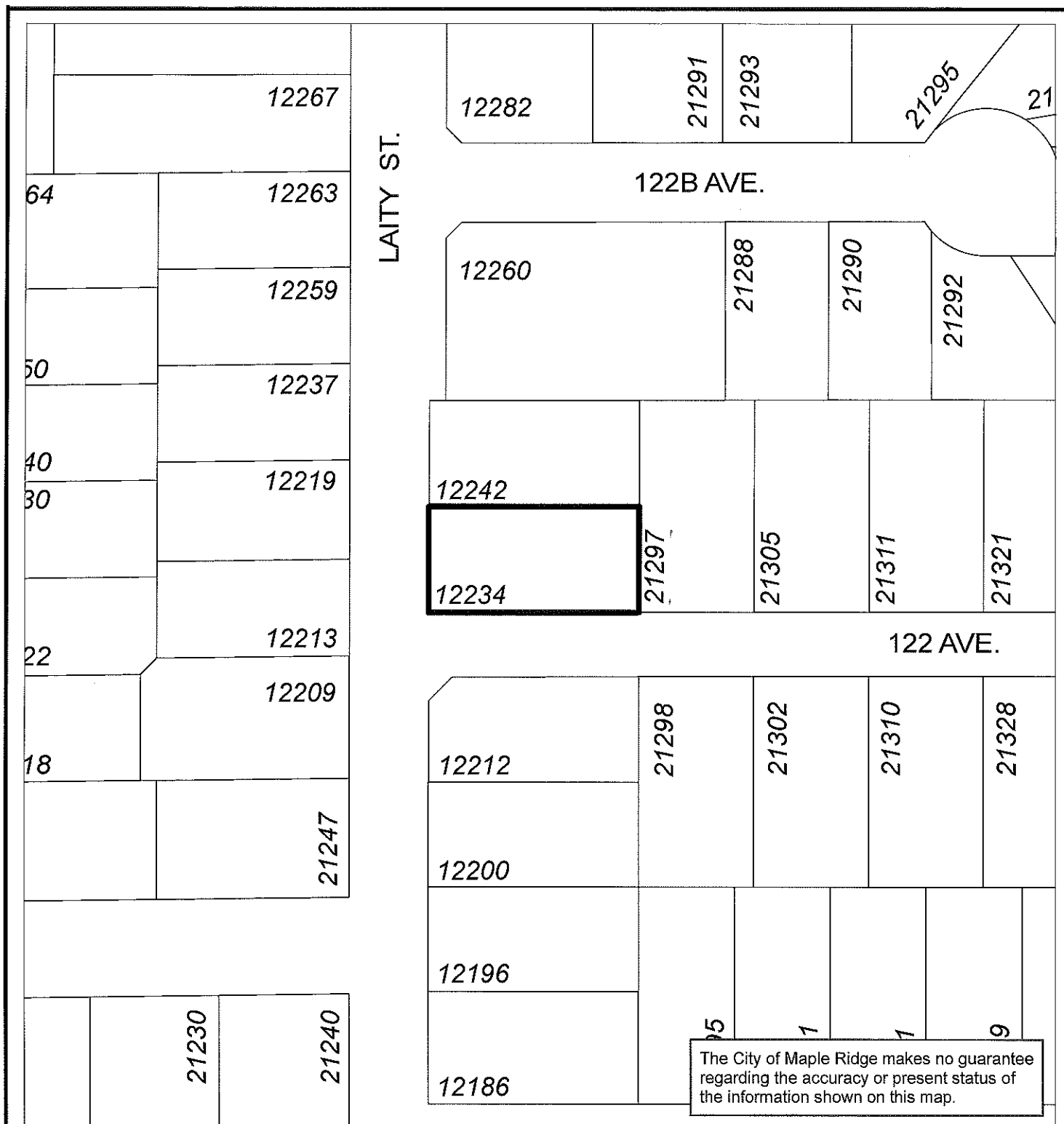
MAPLE RIDGE

British Columbia

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2016-240-RZ
DATE: Jan 18, 2018

BY: JV



DAC Referral - 12234 Laity Street

ENGINEERING DEPARTMENT



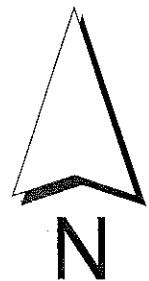
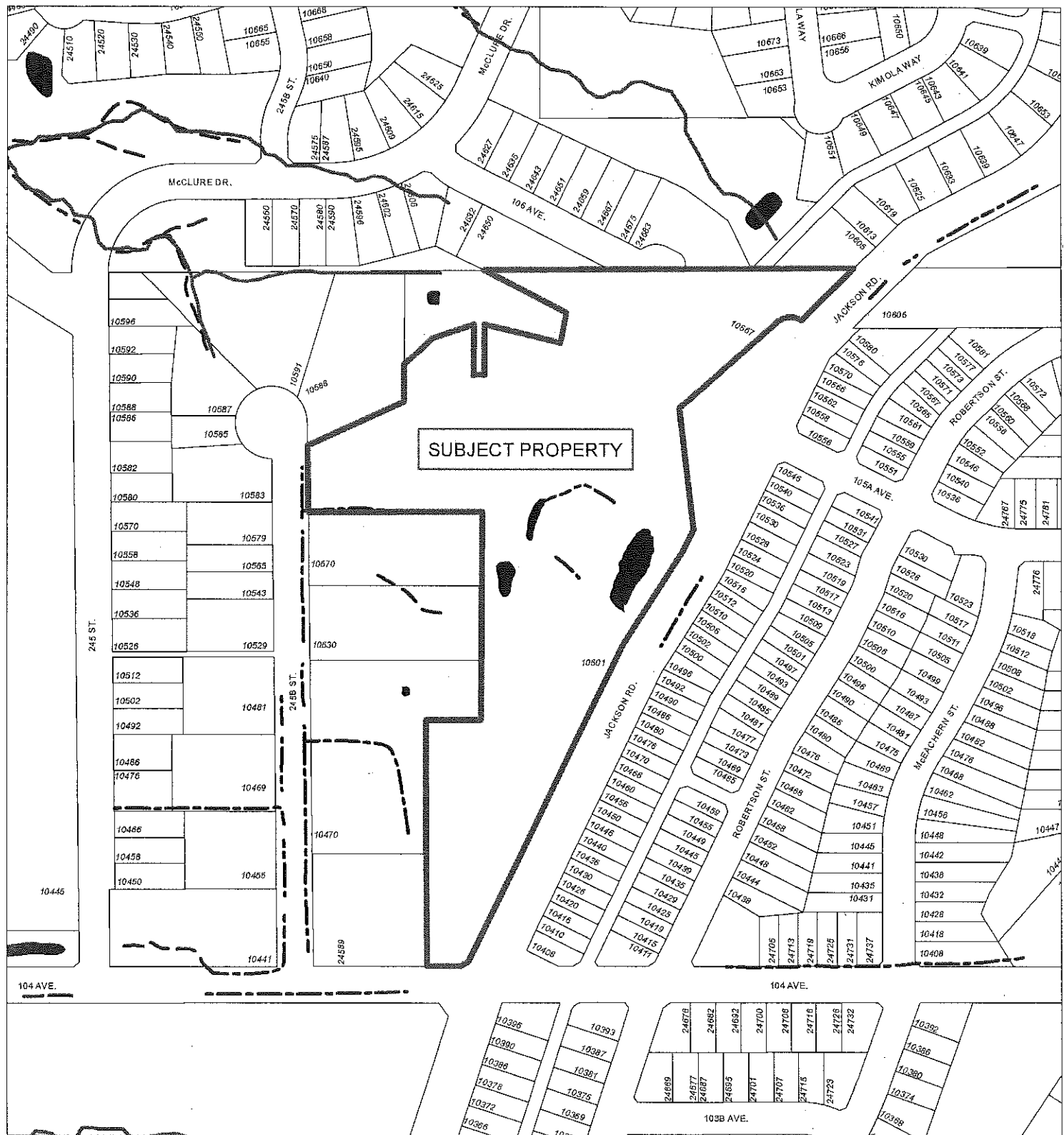
MAPLE RIDGE

British Columbia

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FILE: Untitled
DATE: Jan 19, 2018

BY: EM



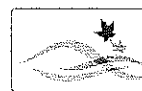
Scale: 1:3,000

Legend

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

10501 JACKSON ROAD

PLANNING DEPARTMENT



MAPLE RIDGE

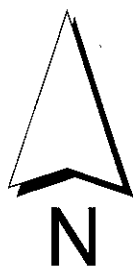
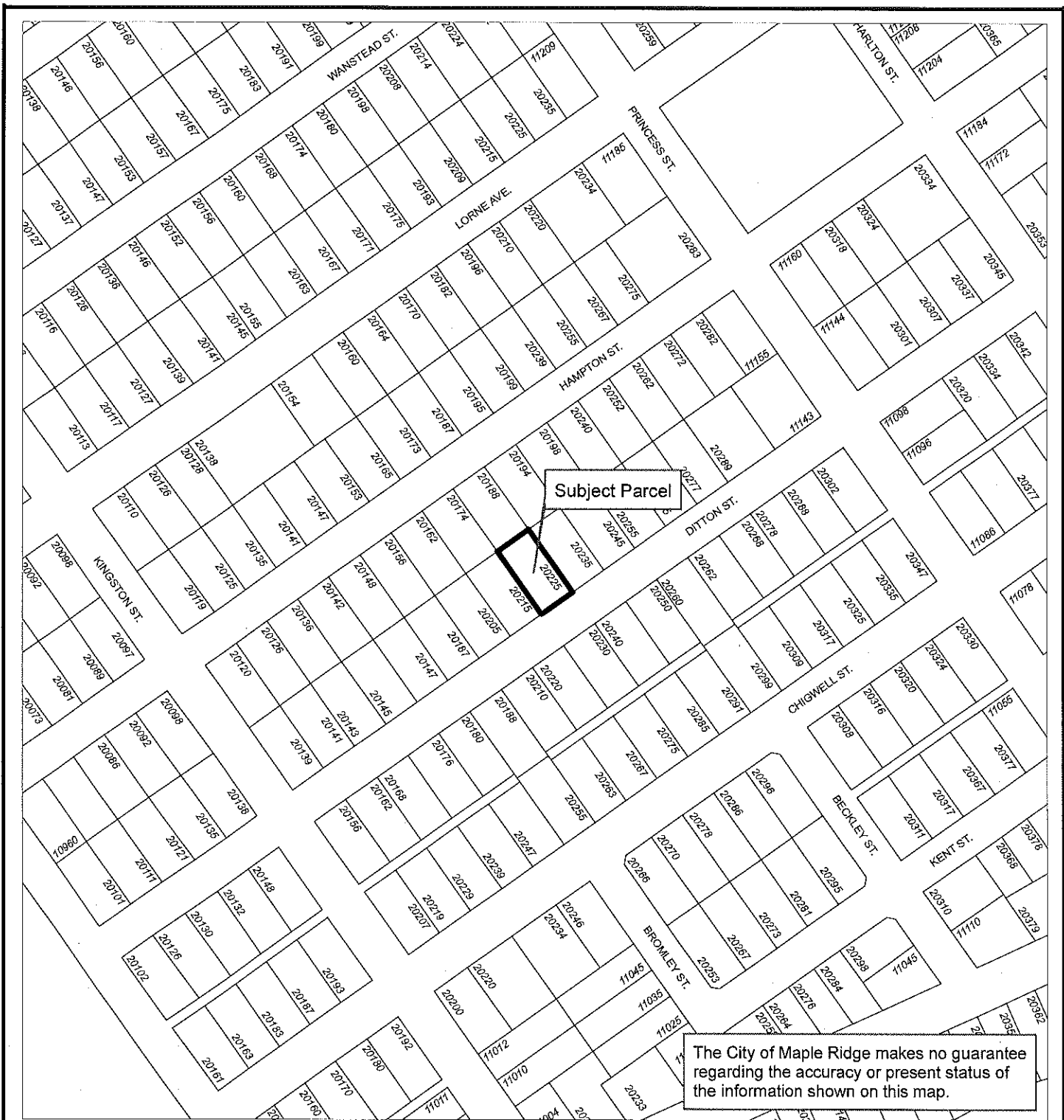
British Columbia

mapleridge.ca

FILE: 2012-065-VP

DATE: Aug 31, 2016

BY: PC



Scale: 1:2,500

City of Pitt
Meadows



District of
Langley

District of Mission

FRASER R.

20225 Ditton St.
SWMP Section 219 Covenant
Floodplain Section 219 Covenant

LICENCES, PERMITS & BYLAWS DEPT.



MAPLE RIDGE

British Columbia

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FILE: Untitled
DATE: Jan 19, 2018

BY: SH



City of Maple Ridge

TO: Her Worship Mayor Nicole Read and Members of Council **MEETING DATE:** January 30, 2018
FROM: Chief Administrative Officer **MEETING:** Council
SUBJECT: Disbursements for the month ended December 31, 2017

EXECUTIVE SUMMARY:

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

RECOMMENDATION:

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

GENERAL	\$ 9,983,199
PAYROLL	\$ 1,920,227
PURCHASE CARD	\$ <u>77,918</u>
	\$ <u>11,981,344</u>

DISCUSSION:

a) Background Context:

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

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

b) Community Communications:

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

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

Highlights of larger items included in Financial Plan or Council Resolution

• BC Hydro – Electricity	\$	152,672
• Cedar Crest Lands (BC) Ltd – Merkley artificial turf field	\$	636,769
• Double M Excavating – 232 St sidewalk(132 Ave to Silver Valley Rd)	\$	450,577
• Drake Excavating – 263 St water pump station project	\$	214,534
• Fraser Valley Regional Library – 4 th quarter member assessment	\$	679,690
• G.V. Water District – Water consumption Aug 30 – Oct 3/17	\$	986,323
• Harbour International Trucks – Two tandem axel dump trucks	\$	576,106
• King Hoe Excavating – 128 Ave road & drainage improvements	\$	156,868
• Municipal Insurance Association – Property insurance	\$	641,624
• Ridge Meadows Recycling Society – monthly contract for recycling	\$	203,709
• Triahn Enterprises Ltd – 117 Ave multi-user path	\$	272,257

d) **Policy Implications:**

Corporate governance practice includes reporting the disbursements to Council monthly.

CONCLUSIONS:

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

Original signed by Andy Dhah

Prepared by: **Andy Dhah**
Accounting Clerk II

Original signed by Trevor Thompson

Approved by: **Trevor Thompson, BBA, CPA, CGA**
Interim Director of Finance

Original signed by Paul Gill

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

CITY OF MAPLE RIDGE
MONTHLY DISBURSEMENTS - DECEMBER 2017

<u>VENDOR NAME</u>	<u>DESCRIPTION OF PAYMENT</u>	<u>AMOUNT</u>
Aplin & Martin Consultants Ltd	Road widening design Abernethy Way (224 St to 232 St)	15,003
Aptean Inc	Ross software annual maintenance fees	96,566
Aquacoustic Remote	Multi sensor survey for south slope interceptor	16,156
Associated Engineering (BC) Ltd	225 Street forcemain upgrade	39,305
B & B Contracting Ltd	128 Avenue road & drainage improvements (216 St to 224 St)	130,005
Bank Of Nova Scotia -Stratford	Property tax refunds	19,260
Bartle & Gibson Co Ltd	Plumbing, heating & electrical supplies:	
	Christmas Lighting	1,465
	Cottonwood landfill monitoring	64
	Courthouse building maintenance	46
	Fairgrounds maintenance	77
	Neighbourhood park maintenance	171
	Pump station repairs	11,503
	Town centre maintenance	153
	Traffic signals	1,025
	Water connection supplies	15
	Whonnock lake centre building maintenance	198
	Works yard building maintenance	13,712
	Works yard inventory	4,461
		<hr/>
		32,890
BC Hydro	Electricity	152,672
BC Institute Of Technology	Employee courses	26,078
BC SPCA	Contract payment - Dec	29,190
Best, Elizabeth	Tax refund	17,920
Boileau Electric & Pole Ltd	Maintenance: Albion Sports Complex	143
	Cottonwood landfill service	1,401
	Library	1,842
	Operations	526
	Street lights	2,285
	Traffic camera	1,045
	Traffic intersection inspections & repairs	13,613
	Traffic signals	635
		<hr/>
		21,490
CUPE Local 622	Dues - pay periods 17/24 & 17/25	36,928
Cedar Crest Lands (BC) Ltd	Merkley artificial turf field	636,769
City Of Pitt Meadows	2017 contributions from sport field users	59,670
Cobing Building Solutions	Electrical/Mechanical Maintenance:	
	City Hall	2,202
	Davison Pool	245
	Fire Halls	3,519
	Greg Moore Youth Centre	269
	Hammond Community Centre	243
	Haney Nokai	245
	Leisure Centre	10,836
	Library	1,649
	Neighbourhood Park	338
	Randy Herman Building	675
	RCMP	495
	Rental House	792
	The Act	11,113
	Thornhill Hall	91
	Whonnock Lake Community Centre	91
		<hr/>
		32,802
D Litchfield & Co Ltd	Demo, abatement of building, tree & fence removal at 22160 121 Avenue	31,742
Double M Excavating Ltd	232 St sidewalk (132 Ave to Silver Valley Road)	450,577
Drake Excavating (2016) Ltd	263 St water pump station project	214,534
Epic Homes (2012) J.V.	Security refund	29,000
Falcon House Ltd	Security refund	29,330
FDM Software Ltd	Annual support & maintenance	15,613
Fitness Edge	Contracted service provider - fitness classes & programs	23,220
FortisBC - Natural Gas	Natural gas	16,925
Fraser Valley Regional Library	4th quarter member assessment	679,690
Gotraffic Management Inc	Traffic control	40,149
Greater Vanc Water District	Water consumption August 30 - October 3/17	986,323
Green Landscape Experts Ltd	Albion sports complex - parking lot widening	29,174
Hallmark Facility Services Inc	Janitorial services & supplies:	
	City Hall	6,991
	Fire Halls	9,286
	Library	12,834
	Operations	8,302
	Randy Herman Building	9,723

<u>VENDOR NAME</u>	<u>DESCRIPTION OF PAYMENT</u>		<u>AMOUNT</u>
	RCMP	8,302	
	Hammond Community Centre	1,155	56,594
Harbour International Trucks	Two tandem axle dump trucks		576,106
Horizon Landscape Contractors	Grass cutting - Oct	16,781	
	Waste bag collection - Oct	4,449	
	Weeding - Hampstead	975	22,205
Hub Cycling	Safer school travel program		21,575
Humble Developments Ltd	Security refund		18,523
Infinite Roadmarking Ltd	Pavement marking program		34,210
Intelligo Networks Inc	Network switch support		16,511
Jack Cewe Ltd	Traffic calming program (123 Ave at Creston St)		24,248
Jewel Homes Ltd.	Security refund		76,446
Justice Institute Of BC	Fire Dept training programs		62,140
King Hoe Excavating Ltd	128 Avenue road & drainage improvements (210 St to 216 St)		156,868
Lafarge Canada Inc	Roadworks material		41,936
Lit Aquatics Ltd	Contracted service provider - aquatic programs		19,648
Loewen Paving	Lacrosse box pavement renovation		72,660
Manulife Financial	Employer/employee remittance		145,503
Maple Ridge & PM Arts Council	Arts Centre contract payment	54,167	
	Program revenue - Nov	1,065	55,232
Maple Ridge Chrysler 1972 Ltd	Two RAM 1500 SLT crew cab 4x4 trucks		78,642
Medical Services Plan	Employee medical & health premiums		33,891
Microsoft Corporation	Annual software licensing		128,426
MP Pacific Developments	Security refund		26,293
MR PM Katzie Seniors Network	2017 Community grant		20,000
Municipal Insurance Assoc	Property insurance		641,624
Municipal Pension Plan BC	Employer/employee remittance		656,081
ND Homes Ltd.	Security refund		19,500
Olson, Kevin	Security refund		16,342
Organized Crime Agency Of BC	DNA analysis services		32,033
Parkland Refining (BC) Ltd	Gasoline & diesel fuel		53,804
Paul Bunyan Tree Services	Tree maintenance & damaged tree removal		18,236
Province Of BC - 21312	2017 school tax remittance		23,722
PW Trenchless Construction Inc	Sanitary sewer replacement on River Road (Kanaka Creek - McKay Ave)		17,325
RF Binnie & Associates Ltd	Arthur Peake Centre design	18,927	
	Merkley Park synthetic sports field design	7,389	
	Telosky Stadium design	15,440	41,757
Receiver General For Canada	Employer/Employee remittance PP17/24 & PP17/25		810,412
RG Arenas (Maple Ridge) Ltd	Ice rental - Nov		91,957
Ridge Meadows Recycling Society	Monthly contract for recycling	203,709	
	Weekly recycling	674	
	Litter pickup contract	957	
	Toilet rebate program	140	
	Roadside waste disposal	61	
	Chipping program	2,077	
	Bear resistant organic totes	8,393	216,011
Sanscorp Products Ltd	Roadworks material		15,654
Shape Architecture Inc	Leisure Centre pool renovation	42,374	
	Leisure Centre pool change room & lobby renovation design	35,774	78,148
Softchoice LP	Vmware support renewal	12,321	
	Adobe subscription	1,176	
	Sophos antivirus subscription	18,959	32,457
Stantec Consulting Ltd	Foreman drive PRV station and Flow meter chamber modifications	5,715	
	256 St PRV at 128 Ave	4,131	
	263 St water pump station replacement	20,282	30,128
Stewart Mcdannold Stuart	Professional fees		78,056
Tempest Development Group	Annual software support	68,989	
	Professional services MTI ticketing	6,839	
	Tempest 8 upgrade	5,093	80,921
Terra Link Horticulture Inc	Granular fertilizer	4,287	
	Gypsum, Capril and Dolopril totes & bags	10,788	15,075
The House That Jack Built	Security refund		34,140
Total Power Ltd	Generator maintenance:		
	City Hall	209	
	Fire Halls	419	
	Grant Hill tower	882	
	Library	209	
	Operations	1,469	
	Pump stations	12,079	
	RCMP	209	
	Whonnock Community Centre	209	15,686

<u>VENDOR NAME</u>	<u>DESCRIPTION OF PAYMENT</u>	<u>AMOUNT</u>
Triahn Enterprises Ltd	117 Ave multi-user path (Burnett St to 231 St)	272,257
Warrington PCI Management	Advance for Tower common costs	50,299
Westridge Security Ltd	Community security patrols - Nov	20,059
	Community security patrols - Sep	185
	Downtown Core patrols - Nov	2,914
	Downtown Core patrols - Sep	2,914
	Downtown Core patrols - Aug	3,011
	Downtown Core patrols - Jul	3,011
	Security guard	486
Xylem Canada Company	Sewer pump station electrical upgrade	32,579
		20,087
Disbursements In Excess \$15,000		8,990,928
Disbursements Under \$15,000		992,271
Total Payee Disbursements		9,983,199
Payroll	PP17/25 & PP17/26	1,920,227
Purchase Cards - Payment		77,918
Total Disbursements December 2017		11,981,344

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: 2017 Council Expenses

MEETING DATE: January 30, 2018
FILE NO:
MEETING: Council

EXECUTIVE SUMMARY

In keeping with Council's commitment to transparency in local government, the attached Schedule lists Council expenses recorded to date for 2017. The expenses included on the schedule are those required to be reported in the annual Statement of Financial Information and are available on our website.

RECOMMENDATION:

Receive for information

Discussion

The expenses included in the attached schedule are those reported in the annual Statement of Financial Information (SOFI), including those incurred under Policy 3.07 "Council Training, Conferences and Association Building". The budget for Council includes the provision noted in Policy 3.07 as well as a separate budget for cell phone and iPad usage. The amounts on the attached Schedule are those recorded prior to the preparation of this report and are subject to change.

"original signed by Paula Melvin"

Prepared by: Paula Melvin
Executive Assistant, Corporate Administration

"original signed by Trevor Thompson"

Approved by: Trevor Thompson, BBA, CPA, CGA
Interim Director of Finance

"original signed by Paul Gill"

Approved by: Paul Gill, BBA, CPA, CGA
Chief Administrative Officer

Month of Event	Reason for expense	Conferences & Seminars	Community Events	Mileage / Parking	Cell Phones / iPads	Totals
Bell, Corisa						
January	Portable electronic device charges (e.g. Ipad)				4.28	
February	Portable electronic device charges (e.g. Ipad)				4.28	
March	Portable electronic device charges (e.g. Ipad)				4.28	
April	Portable electronic device charges (e.g. Ipad)				4.28	
May	Portable electronic device charges (e.g. Ipad)				17.12	
June	Portable electronic device charges (e.g. Ipad)				17.12	
July	Portable electronic device charges (e.g. Ipad)				8.56	
August	Portable electronic device charges (e.g. Ipad)				4.28	
	Union of BC Municipalities (UBCM) Conference	2,637.82				
September	Portable electronic device charges (e.g. Ipad)				8.56	
October	Portable electronic device charges (e.g. Ipad)				8.56	
November	Portable electronic device charges (e.g. Ipad)				17.12	
	Tricities Womens Collaborative Hub		99.00			
December	Portable electronic device charges (e.g. Ipad)				17.12	
	Chamber Business Excellence Award Nominees Event		35.00			
	Ridge Meadows Seniors Society Event		15.00			
		2,637.82	149.00	-	115.56	2,902.38
Duncan, Kiersten						
January	Cell phone charges				42.80	
	Portable electronic device charges (e.g. Ipad)				4.28	
February	Cell phone charges				42.80	
	South Asian Cultural Society Gala		110.00			
	Portable electronic device charges (e.g. Ipad)				4.28	
March	Cell phone charges				43.10	
	Portable electronic device charges (e.g. Ipad)				4.28	
	High Ground Conference	528.48				
April	Cell phone charges				114.67	
	Portable electronic device charges (e.g. Ipad)				8.56	
May	Lower Mainland Local Government Association (LMLGA) Conference	931.30				
	Cell phone charges				42.96	
	Portable electronic device charges (e.g. Ipad)				34.24	
June	Cell phone charges				43.10	
	Portable electronic device charges (e.g. Ipad)				17.12	
July	Cell phone charges				42.80	
	Portable electronic device charges (e.g. Ipad)				4.28	
August	Cell phone charges				43.10	
	Portable electronic device charges (e.g. Ipad)				4.28	
	Union of BC Municipalities (UBCM) Conference	1,023.72				
September	Cell phone charges				42.80	
	Portable electronic device charges (e.g. Ipad)				8.56	
October	Making Cities Liveable Conference	3,799.05				
	Cell phone charges				44.41	
	Portable electronic device charges (e.g. Ipad)				4.28	
November	Cell phone charges				129.10	
	Portable electronic device charges (e.g. Ipad)				4.28	
December	Cell phone charges				43.32	
	Portable electronic device charges (e.g. Ipad)				8.56	
		6,282.55	110.00	-	781.96	7,174.51

Month of Event	Reason for expense	Conferences & Seminars	Community Events	Mileage / Parking	Cell Phones / iPads	Totals
Masse, Bob						
January						
February						
March	Ridge Meadows Chamber Business Excellence Awards		125.00			
April						
May	Maple Ridge Community Foundation Citizen of the Year Award		125.00			
June						
July						
August						
September	Child Haven International Fundraiser		50.00			
October	Ridge Meadows Hospital Foundation Gala		175.00			
November						
December						
		-	475.00	-	-	475.00
Read, Nicole						
January	Cell phone charges				42.80	
	Portable electronic device charges (e.g. Ipad)				17.12	
February	Cell phone charges				42.80	
	South Asian Cultural Society Gala		110.00			
	Portable electronic device charges (e.g. Ipad)				17.12	
March	Cell phone charges				44.97	
	Ridge Meadows Chamber Business Excellence Awards		125.00			
	Portable electronic device charges (e.g. Ipad)				17.12	
April	Cell phone charges				48.83	
	Portable electronic device charges (e.g. Ipad)				8.56	
May	Cell phone charges				43.85	
	Portable electronic device charges (e.g. Ipad)				17.12	
June	Cell phone charges				52.31	
	Portable electronic device charges (e.g. Ipad)				34.24	
	Federation of Canadian Municipalities (FCM) Conference	3,762.32				
July	Cell phone charges				54.93	
	Portable electronic device charges (e.g. Ipad)				17.12	
	Provincial Swearing-in Ceremony	698.63				
August	Cell phone charges				58.15	
	Portable electronic device charges (e.g. Ipad)				34.24	
September	Cell phone charges				44.62	
	Portable electronic device charges (e.g. Ipad)				34.24	
October	National Conference on Ending Homelessness	589.25				
	Cell phone charges				49.32	
	Portable electronic device charges (e.g. Ipad)				34.24	
November	Cell phone charges				54.11	
	Portable electronic device charges (e.g. Ipad)				17.12	
December	Cell phone charges				48.04	
	Portable electronic device charges (e.g. Ipad)				17.12	
		5,050.20	235.00	-	850.09	6,135.29

Month of Event	Reason for expense	Conferences & Seminars	Community Events	Mileage / Parking	Cell Phones / iPads	Totals
Robson, Gordy						
January	Portable electronic device charges (e.g. Ipad)				4.28	
February	South Asian Cultural Society Gala		110.00			
	Portable electronic device charges (e.g. Ipad)				4.28	
March	Ridge Meadows Chamber Business Excellence Awards		125.00			
	Portable electronic device charges (e.g. Ipad)				4.28	
April	Portable electronic device charges (e.g. Ipad)				4.28	
May	Lower Mainland Local Government Association (LMLGA) Conference	908.70				
	Maple Ridge Community Foundation Citizen of the Year Award		125.00			
	Portable electronic device charges (e.g. Ipad)				4.28	
June	Portable electronic device charges (e.g. Ipad)				4.28	
July	Portable electronic device charges (e.g. Ipad)				4.28	
August	Portable electronic device charges (e.g. Ipad)				4.28	
September	Portable electronic device charges (e.g. Ipad)				4.28	
October	Portable electronic device charges (e.g. Ipad)				4.28	
November	Portable electronic device charges (e.g. Ipad)				4.88	
December	Portable electronic device charges (e.g. Ipad)				4.28	
		908.70	360.00	-	51.96	1,320.66
Shymkiw, Tyler						
January	Portable electronic device charges (e.g. Ipad)				4.28	
February	South Asian Cultural Society Gala		110.00			
	Portable electronic device charges (e.g. Ipad)				17.12	
March	Attendance at meetings - parking			9.52		
	Portable electronic device charges (e.g. Ipad)				4.28	
April	Portable electronic device charges (e.g. Ipad)				4.28	
May	Maple Ridge Community Foundation Citizen of the Year Award		125.00			
	Portable electronic device charges (e.g. Ipad)				34.24	
June	Portable electronic device charges (e.g. Ipad)				111.28	
July	Portable electronic device charges (e.g. Ipad)				34.24	
August	Portable electronic device charges (e.g. Ipad)				34.24	
September	Portable electronic device charges (e.g. Ipad)				17.12	
October	Ridge Meadows Hospital Foundation Gala		175.00			
	Portable electronic device charges (e.g. Ipad)				4.28	
November	Portable electronic device charges (e.g. Ipad)				4.28	
December	Portable electronic device charges (e.g. Ipad)				4.28	
		-	410.00	9.52	273.92	693.44

Month of Event	Reason for expense	Conferences & Seminars	Community Events	Mileage / Parking	Cell Phones / iPads	Totals
Speirs, Craig						
January	Cell phone charges				42.96	
	Portable electronic device charges (e.g. Ipad)				8.56	
February	Cell phone charges				48.29	
	South Asian Cultural Society Gala		110.00			
March	Portable electronic device charges (e.g. Ipad)				8.56	
	Cell phone charges				42.80	
	Ridge Meadows Chamber Business Excellence Awards		125.00			
April	Portable electronic device charges (e.g. Ipad)				4.28	
	High Ground Conference	240.31				
	Cell phone charges				41.87	
	Haney Farmers Market Fundraiser		35.00			
May	Ridge Meadows Multi Cultural Society Inaugural Gala		50.00			
	Portable electronic device charges (e.g. Ipad)				34.24	
	Maple Ridge Community Foundation Citizen of the Year Award		125.00			
	Cell phone charges				42.80	
June	Lower Mainland Local Government Association (LMLGA) Conference	967.33				
	Portable electronic device charges (e.g. Ipad)				51.36	
	Cell phone charges				51.41	
July	Federation of Canadian Municipalities (FCM) Conference	3,572.87				
	Portable electronic device charges (e.g. Ipad)				34.24	
	Cell phone charges				45.95	
August	Portable electronic device charges (e.g. Ipad)				4.28	
	Cell phone charges				42.80	
	Portable electronic device charges (e.g. Ipad)				4.28	
September	Union of BC Municipalities (UBCM) Conference	1,468.83				
	Cell phone charges				43.40	
October	Portable electronic device charges (e.g. Ipad)				4.28	
	Youth Restorative Justice Fundraiser		25.00			
	Cell phone charges				42.80	
November	Ridge Meadows Hospital Foundation Gala		175.00			
	Portable electronic device charges (e.g. Ipad)				4.28	
	Cell phone charges				42.80	
December	Portable electronic device charges (e.g. Ipad)				4.28	
	Cell phone charges				42.80	
	Portable electronic device charges (e.g. Ipad)				4.28	
	Ridge Meadows Seniors Society Event		15.00			
		6,249.34	660.00	-	697.60	7,606.94
TOTALS		21,128.61	2,399.00	9.52	2,771.09	26,308.22

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Innovation in Emerging Cities Forum

MEETING DATE: January 30, 2018
FILE NO:
MEETING: Council

EXECUTIVE SUMMARY:

Innovation is a key driver for economic success. We have seen that business models that do not recognize technological trends or support innovations soon fail to attract market interest. The Technology Task Force of the Economic Development Committee (EDC) is creating a forum to bring together business, education and government to promote dialogue and interest on the subject of Innovation. The EDC has included in their 2018 Business Plan an event titled, "Innovation in Emerging Cities," to be held in the ACT on April 4, 2018. The Economic Development Department is supporting the creation of this event with resources to organize and deliver it.

The target audiences for the forum are: local businesses leaders and owners, entrepreneurs, technology workers and post-secondary students. The forum will be marketed in Maple Ridge and surrounding communities.

The goals of the Innovation in Emerging Cities forum will be to:

- Impart information on innovation and technology for the benefit of business in Maple Ridge;
- Highlight some of Maple Ridge's innovative local business and the growing local tech sector;
- Encourage and support innovation by connecting businesses with a support network of innovative businesses, post-secondary institutions, business support agencies, funding organizations and government agencies;
- Encourage relationships and collaboration to develop through networking;
- Support and collaborate with Federal and Provincial government goals relating to industry science and technology;
- Support Economic Development, Business Retention and Expansion efforts relating to the tech and post-secondary education sectors.

In organizing the forum the Tech Task Force and Economic Development will be seeking to include participation from the federal and provincial government, other municipal government, post-secondary education, School District 42 and as well as sponsorship from government agencies and business. The Chamber of Commerce and the BIA will also be invited to participate.

RECOMMENDATION(S):
Receive for information

DISCUSSION:

a) Background Context

As the Canadian economy continues its transformation from resource-based to knowledge-based, cities have become increasingly important centres for job and wealth creation. As the cost of land continues to rise in the urban core making it increasingly difficult for knowledge and service workers to afford housing, the role of emerging cities is coming to light. Maple Ridge, is well positioned to foster innovation and entrepreneurship. With proximity to nature and a variety of lifestyle choices, Maple Ridge can bring together the technology, talent and creativity to drive the new economy. Our Innovation in Emerging Cities forum, will be of interest to our business community and neighbouring businesses wishing to engage in the topic of innovation.

This forum supports the goals and objectives of the Government of Canada's "Innovation and Skills Plan," by highlighting the critical role that post-secondary education, skills training and businesses and organizations play in advancing innovation in our community. It supports the Province of British Columbia's goals of supporting technology industry.

The Innovation in Emerging Cities forum will bring together three key ideas which will promote transfer of knowledge, the forum itself and associated trade show / resource fair, and potentially a Hackathon event.

Innovation in Emerging Cities forum

The forum will occur on April 4 at the ACT theatre, where we are targeting for 180 to 200 participants. The forum will be moderated by Vickie McLeod, a well-known commentator on the subject of social media. It will include keynote presentations by: Steve Dotto of Dottotech, on developments in technology and the need for individuals to participate or get left behind and; Dr. Salvador Ferreras, VP Academic and Provost of Kwantlen Polytechnic University, who will speak on the subject of preparing workers for the new economy. The speakers will also participate in panel discussions on themes supporting innovation. The forum will include several other presentations which will highlight innovation in our community, be they in the fields of business, education, culture, government or not-for-profit. Our program is still under development with input coming from members of the Tech Task Force, our sponsors, the MP's office, SD42, and local business.

To date, confirmed sponsors include the Maple Ridge News and Black Press, who will provide story and advertising space, Kwantlen Polytechnic University and the Pitt Meadows Regional Airport. Other sponsors are anticipated.

Trade Show / Resource Fair

The Genstar Room adjacent to the theatre and the foyer at the ACT will be used to showcase sponsors, and allow a modest area for about 12 some trade show booths. Our desire will be to fill these booths with agencies that support innovation/entrepreneurship to provide additional access to resources for our participants. Some businesses may wish to demonstrate innovative products and services and these will be accommodated space permitting.

Hackathon

We are planning for a Hackathon contest that will give post-secondary student participants access to data through the new Maple Ridge Open Government portal, to create new apps for businesses and residents. To date, both BCIT and Kwantlen Polytechnic University have indicated an interest in having students participate. Esri, the City's supplier of GIS mapping, has indicated an interest in sponsoring and organizing this event. Their support is essential given that technical resources will be necessary to assist the students in their efforts to develop apps. As motivation for student participation, prizes will be awarded to participants and the best apps may be highlighted at the Innovation in Emerging Cities forum. This is dependent on Esri's time and ability to organize the Hackathon. Should they not be able to meet our time-line then a separate event can be organized to recognize the students for their efforts.

We continue to work on finalizing the agenda for the day and securing sponsors. By early February the agenda and sponsorships will be substantially in place permitting us to launch our marketing. A kick-off event is being planned for early February. At that time, all of our marketing materials will be in place, and will include: on-line, print, social media, and programmatic content.

b) Financial Considerations

The full cost of the event is anticipated to be \$30,000, of which the EDC budget will provide \$15,000. The balance will be funded through sponsorships and the sale of trade show booths. This first Innovation in Emerging Cities forum will be free of charge to participants.

CONCLUSION

The EDC will host the Innovation in Emerging Cities forum on April 4th at the ACT Theatre. This event will bring together members of the business community, education, government, business and others who are interested on the subject of Innovation. This first forum in 2018, is envisioned as the start of an annual event which will create dialogue on emerging and important business and economic opportunities for the City of Maple Ridge.

"Original signed by Lino Siracusa"

Prepared by: **Lino Siracusa**
Manager Economic Development

"Original signed by Paul Gill"

Concurrence: **Paul Gill**
Chief Administrative Officer

/ls

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Computer Refresh

MEETING DATE: January 30, 2018
FILE NO:
MEETING: Council

EXECUTIVE SUMMARY:

The City of Maple Ridge has standardized on the hardware and software solutions for its desktop computing equipment for approximately 15 years. This approach has allowed the City to provide robust and reliable systems to City staff for their desktop computing needs while minimizing the administrative burden on IT staff in managing these devices. Along with standardization, the City set a minimum life cycle of three years for the desktop hardware to ensure adequate performance of this equipment. Although a minimum lifecycle was put in place, staff evaluate this equipment on an ongoing basis to look for opportunities to extend that lifecycle whenever possible. Historically, all desktop computing equipment has been replaced at the same time with the last computer refresh being in 2010. With the investment in Citrix and thin clients during the 2010 refresh, a portion of our desktop computing fleet became less reliant on hardware standardization and as such eliminated the need to replace these units in a single batch, allowing the City to take on a model of replacing as required. This, along with minimal upgrades to other devices within the desktop computing fleet, has allowed the City to extend the life of the lion's share of these devices for over seven years.

Currently, portions of the existing fleet are experiencing high failure rates and, after 7.5 years, are at the end of their useful life. As a result, the City went out to RFP late in 2017. The results of this RFP are to award contracts to two separate vendors for the replacement of these devices. Although the contracts associated with the purchase of new desktop computing equipment are within established staff procurement limits, we want to ensure Council is aware of the impending replacement that will be carried out over the next three years.

RECOMMENDATION:

For Information Only

DISCUSSION:

a) Background Context:

The City of Maple Ridge has standardized on the hardware and software solutions for its desktop computing equipment for approximately 15 years. This approach has allowed the City to provide robust and reliable systems to City staff for their desktop computing needs

while minimizing the administrative burden on IT staff in managing these devices. Along with standardization, the City set a minimum life cycle of three years for the desktop hardware to ensure adequate performance of this equipment. Although a minimum lifecycle was put in place, staff evaluate this equipment on an ongoing basis to look for opportunities to extend that lifecycle whenever possible. Historically, all desktop computing equipment has been replaced at the same time with the last computer refresh being in 2010. With the investment in Citrix and thin clients during the 2010 refresh, a portion of our desktop computing fleet became less reliant on hardware standardization and as such eliminated the need to replace these units in a single batch, allowing the City to take on a model of replacing as required. This, along with minimal upgrades to other devices within the desktop computing fleet, has allowed the City to extend the life of the lion's share of these devices for over seven years.

Currently, portions of the existing fleet are experiencing high failure rates and, after 7.5 years, are at the end of their useful life. As a result, the City went out to RFP late in 2017. The results of this RFP are to award contracts to two separate vendors for the replacement of these devices. Although the contracts associated with the purchase of new desktop computing equipment are within established staff procurement limits, we want to ensure Council is aware of the impending replacement that will be carried out over the next three years.

Late in 2017, we went to RFP to replace a portion of the existing desktop computing fleet and to determine the best hardware solutions going forward. The hardware under review included laptops, tablets, desktops, thin clients and monitors. The RFP process allowed staff to critically analyze and test a wide range of hardware options from a variety of vendors in an effort to find the systems that best suited the corporate requirements. The results of this RFP determined that the best overall value for the City was to select two separate vendors to fulfill the procurement. Microserve was selected to supply the monitors and rugged mobile devices and Opus Consulting Group Ltd. was selected to supply the Dell desktop computers and thin clients.

b) Desired Outcome:

To provide Council with the information that, over the next three years, staff will be replacing the corporation's desktop computing equipment.

c) Citizen/Customer Implications:

The benefit to our customers is in sustaining as well as improving productivity by replacing desktop computing systems that are experiencing high failure rates and that meet the current computing needs of staff.

d) Interdepartmental Implications:

Prior to implementation, IT staff will work with departmental units to ensure the new systems are configured to meet current business needs and will be deployed in a manner that minimizes disruption in their areas.

e) Business Plan/Financial Implications:

The funds for the desktop computing equipment replacement are available through the Information Technology Equipment Replace Fund. By leveraging Citrix, and implementing minimal upgrades to existing systems over the past 4.5 years, we have been able reduce the costs of equipment replacement without interfering in current operations.

CONCLUSIONS:

The existing desktop computing equipment has served City staff well for over seven years. Due to higher failure rates and changes in computing needs, it is now time to replace a large portion of this fleet. Through the RFP process, staff selected the hardware solutions that best meet the organization's requirements and provides overall best overall value to the City. As the contracts associated with the replacement of the existing desktop computing equipment is within staff's established procurement limits, this report is provided to Council as information only so as to make Council aware of the planned replacement that is to be carried out over the next three years.

"Original signed by Christina Crabtree

Prepared by: Christina Crabtree
Chief Information Officer

"Original signed by Trevor Thompson

Concurrence: Trevor Thompson
Interim Director of Finance

"Original signed by Paul Gill

Approved by: Paul Gill,
Chief Administrative Officer

1000 Bylaws

**CITY OF MAPLE RIDGE
BYLAW NO. 7394-2017**

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

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

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

1. This bylaw may be cited as “Maple Ridge Zone Amending Bylaw No. Bylaw 7394-2017”.
2. That PART 2 INTERPRETATION is amended by inserting the following definition between “Animal Shelter” and “Apartment”:

“ANIMAL SERVICES means a use providing individualized services to an animal recipient. Typical services include walking, grooming, dog day care, aqua or physical therapy, and training. Does not include commercial kennels, breeding, and dog boarding.”
3. That PART 2 INTERPRETATION is amended by inserting the following definition between “Boarding” and “Body Rub Studio”:

“BODY MODIFICATION means altering a person’s body for nonmedical purposes, and includes but is not limited to piercing, tattooing and micro-pigmentation services.”
4. That Part 2 INTERPRETATION definition of “Business Services” is deleted and replaced with the following definition:

“BUSINESS SERVICES means a use providing services to a business including, but not limited to, information technology and support, desktop publishing, data processing, bookkeeping, internet access, copying and printing services, mailing services, telephone reception and consulting services.”
5. That PART 2 INTERPRETATION is amended by inserting the following definition between “Habitable Room” and “Height”:

“HEALTH SERVICES means a use providing medical services to the general public where the practitioner is subject to a College or Association that has been delegated the authority, under provincial legislation, to govern the practice of their members in the public interest, and includes, but is not limited to, audiologists, chiropractors, dentists, nurses, massage therapists, optometrists, physicians and traditional Chinese medicine practitioners.”
6. That PART 2 INTERPRETATION is amended by inserting the following definition between “Home Occupation” and “Housing Agreement”:

“HOMECRAFT means a use providing for the small scale production of goods intended for sale, consumption or use by another. Typical uses include, but not limited to, art, photography, jewelry, food, bath and beauty products, clothing and toys.”

7. That PART 2 INTERPRETATION is amended by inserting the following definition between “Net Density” and “Office Use”:

“NON-RESIDENT EMPLOYEE means a person receiving or entitled to receive wages or other compensation for work performed for an employer operating a home occupation but is not a resident on the lot. It also includes a person being trained by an employer for an employer’s home occupation.”

8. That Part 2 INTERPRETATION definition of “Personal Service” is deleted and replaced with the following definition:

“PERSONAL SERVICES means a use providing individualized services to a recipient. Including, but not limited to, animal services, barbering, beauty salons, hairdressing, personal wellness, tailoring, shoemaking, dry-cleaning, personal trainers, nutritionists, and weight loss clinics, but excluding overnight boarding of dogs, kennels, adult entertainment and pawnshop use.”

9. That Part 2 INTERPRETATION definition of “Professional Services” is deleted and replaced with the following definition:

“PROFESSIONAL SERVICES means a use providing services to the general public in which the provider of the service is required to be licensed or certified by a self-regulating professional association or by Federal, Provincial, or Municipal authorities and may include, but not be limited to, accountants, architects, engineers, health service providers, insurance and employment agencies, lawyers, planners, real estate agents, and veterinarians.”

10. That Part 4, GENERAL REGULATIONS, 402 REGULATIONS FOR PERMITTED USES OF LAND, BUILDINGS & STRUCTURES (4) Home Occupation Use be amended by deleting the existing regulation under Section 402 (4) in their entirety, and inserting the following:

Where permitted, a Home Occupation shall:

- (a) Be entirely enclosed within:

- (i) A dwelling unit; or
- (ii) An accessory building meeting all the siting, height, and floor area required of an accessory building in the pertinent zone.

- (b) Be considered for Agricultural, Residential and CD (Comprehensive Development) zones:

- (i) A Type 1 Home Occupation where the operation occurs in a multi-family dwelling unit, unless otherwise prohibited by this Bylaw; or
- (ii) A Type 2 Home Occupation where the operation occurs on a lot less than 1,200.0 m²; or
- (iii) A Type 3 Home Occupation where the operation occurs on a lot equal to or greater than 1,200.0 m²; or
- (iv) A Type 4 Home Occupation where the operation occurs on a lot equal to or greater than 0.4 ha, as expressly permitted by this Bylaw.

- (c) Occupy not more than:
 - (i) 30% of the gross floor area of the dwelling unit in which the home occupation is located, up to maximum of 50.0 m² in total for Type 1 Home Occupations; or
 - (ii) 30% of the gross floor area of the dwelling unit and accessory building in which the home occupation is located, up to maximum of 50.0 m² in total for Type 2 Home Occupations; or
 - (iii) 45% of the gross floor area of the dwelling unit and accessory building in which the home occupation is located, up to a maximum of 100.0m² in total for Type 3 Home Occupations;
- (d) Be conducted by the resident of the dwelling unit and, provided that non-resident employee parking is accommodated on-site, be permitted up to a maximum of:
 - (i) 1 non-resident employee per dwelling unit for Type 1 Home Occupations; or
 - (ii) 2 non-resident employees per dwelling unit for Type 2 Home Occupations; or
 - (iii) 3 non-resident employees per dwelling unit for Type 3 Home Occupations.
- (e) Be permitted on-site client visits, only by appointment scheduled in advance, up to a maximum of:
 - (i) 6 clients per day per dwelling unit for Type 1 Home Occupations, limited to Tutoring & Lesson uses only;
 - (ii) 10 clients per day per lot for Type 2 Home Occupations; or
 - (iii) 16 clients per day per lot for Type 3 Home Occupations.
- (f) Be permitted, subject to Section 402.4 (e), group sessions up to a maximum of:
 - (i) 2 group sessions per day for Type 1 Home Occupations, limited to Tutoring & Lessons use only; and
 - (ii) 6 clients at any one time for Type 2 Home Occupations; and
 - (iii) 8 clients at any one time for Type 3 Home Occupations.
- (g) Be permitted for the following uses:
 - (i) Animal Services, excluding dog day care and for Type 1 and Type 2 Home Occupations, restricted to off-site or mobile-based services only;
 - (ii) Business Services;
 - (iii) Office uses;
 - (iv) Health Services, for Type 1 Home Occupations, restricted to off-site or mobile-based services only;
 - (v) Homecraft;
 - (vi) Personal Services, excluding dry cleaning and for Type 1 Home Occupations, restricted to off-site or mobile-based services only;
 - (vii) Professional Services;
 - (viii) Tutoring & Lessons;
 - (ix) Family Day Care, unless otherwise expressly prohibited by this Bylaw. For Neighbourhood Day Care requirements refer to Section 402.10 of this Bylaw; and
 - (x) Off-site, online and mobile-based sales.

(h) Be permitted the storage on the lot of not more than one vehicle provided that it is used in connection with the home occupation and that such vehicle not be in excess of 3,630.0 kilograms licenced gross vehicle weight and be subject to Section 402.6 of this Bylaw.

(i) Comply with Agricultural Land Reserve Use, Subdivision and Procedure Regulation (BC Reg. 171/2002), Section 3(1)(c) and ALC Policy L-07 Home Occupation Use in the ALR.

(j) Be prohibited for the following uses and/or activities:

(i) Body modification;

(ii) Assembly use;

(iii) Orchestra and band training;

(iv) A family daycare use within a dwelling unit in the RM-2 (Medium Density Apartment Residential), RM-3 (Medium/High Density Apartment Residential), an apartment use within RM-4 (Multiple Family Residential), RM-5 (Low Density Apartment Residential), RM-6 (High Density Apartment Residential), C and CS zones;

(v) The unenclosed storage or display of raw materials, components, or stock-in-trade;

(vi) The retail sale of goods or products where customers enter the premises to inspect purchase or take possession of goods without making an appointment in advance;

(vii) The discharge or emit odorous, noxious or toxic matter or vapours, heat, glare, noise or radiation, or recurrently generated ground vibrations;

(viii) The generation of parking shortages, traffic congestion, electrical interference, fire hazards or health hazards;

(ix) The use of mechanical or electrical equipment except as is ordinarily employed in purely domestic and household use, or recreational hobbies, or office uses; and

(x) The external structural alteration to the principal building, ensuring that there shall be no exterior indication that the building is used for a purpose other than a residential use, except for signage permitted in accordance with Maple Ridge Sign Bylaw No. 6830-2011.

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

READ a first time the 24th day of October, 2017.

READ a second time the 5th day of December, 2017.

PUBLIC HEARING held the 23rd day of January, 2018

READ a third time the day of , 20

ADOPTED the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

**CITY OF MAPLE RIDGE
BYLAW NO. 7357-2017**

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

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

AND WHEREAS, it is deemed expedient to amend Schedule "B" to the Official Community Plan;

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7357-2017."
2. Schedule "B" is hereby amended for that parcel or tract of land and premises known and described as:

Lot 2 District Lot 247 Group 1 New Westminster District Plan 8050
Lot 3 District Lot 247 Group 1 New Westminster District Plan 8050
Lot 4 District Lot 247 Group 1 New Westminster District Plan 8050

and outlined in heavy black line on Map No. 951, a copy of which is attached hereto and forms part of this Bylaw, is hereby designated/amended as shown.

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

READ a first time the 25th day of July, 2017.

READ a second time the 28th day of November, 2017.

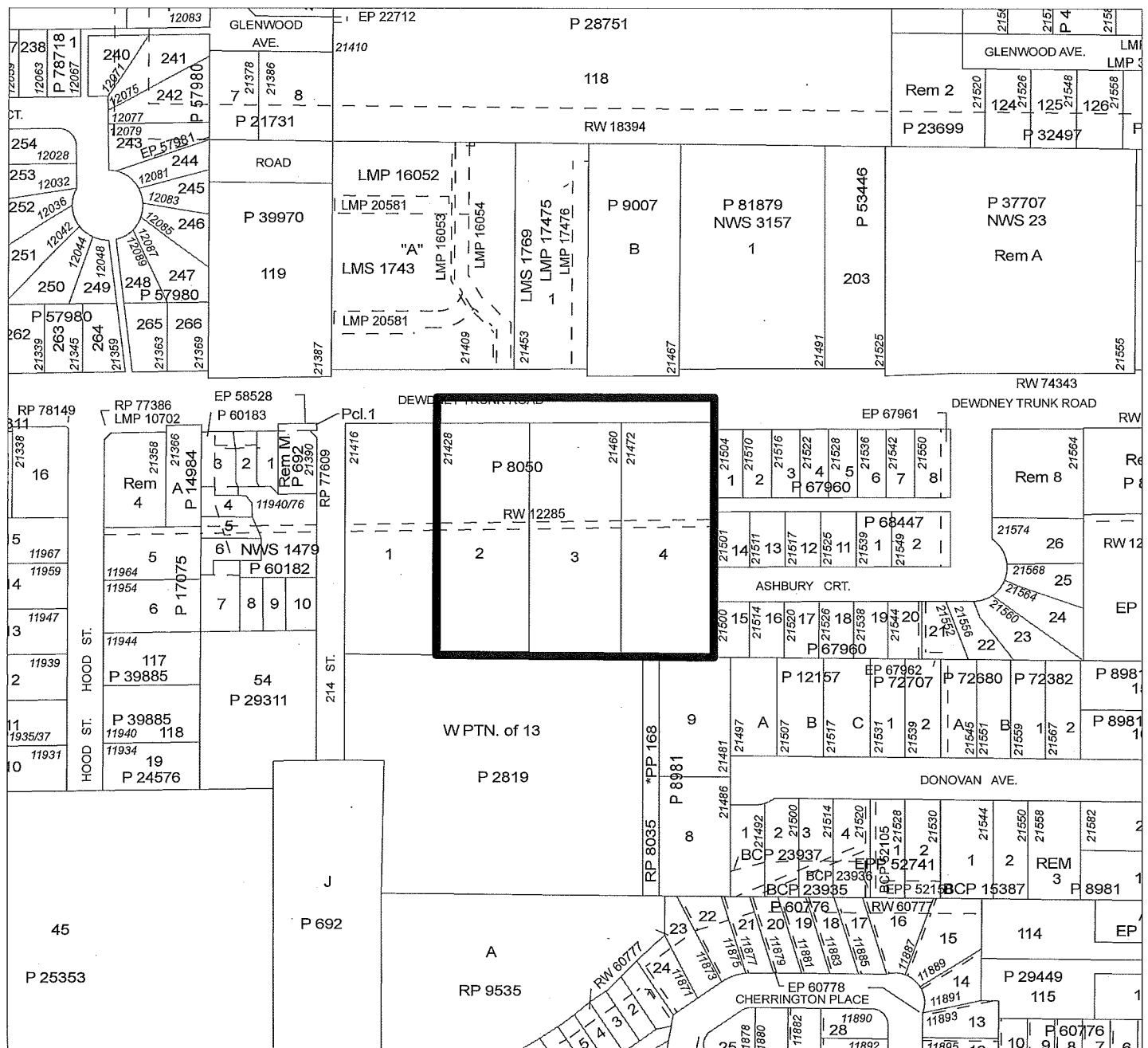
PUBLIC HEARING held the 23rd day of January, 2018.

READ a third time the day of , 20

ADOPTED the day of , 20 .

PRESIDING MEMBER

CORPORATE OFFICER



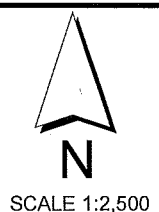
MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7357-2017

Map No. 951

From: Urban Residential

To: Institutional



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

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

- ADOPTED** the day of , 20

CORPORATE OFFICER

**CITY OF MAPLE RIDGE
BYLAW NO. 7207-2016**

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7207-2016."
2. That parcel or tract of land and premises known and described as:

Lot "A" Section 3 Township 12 New Westminster District Plan 13554

and outlined in heavy black line on Map No. 1657 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to R-3 (Special Amenity Residential District).
3. Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended and Map "A" attached thereto are hereby amended accordingly.

READ a first time the 9th day of February, 2016.

READ a second time the 5th day of December, 2017.

PUBLIC HEARING held the 23rd day of January, 2018.

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

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

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

CITY OF MAPLE RIDGE

BYLAW NO. 7406-2017

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

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

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

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7406-2017."
2. Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 2 - Land Use Plan, is hereby amended for the parcel or tract of land and premises known and described as:

Lot 8 Section 27 Township 12 Plan New Westminster District Plan 2622

and outlined in heavy black line on Map No. 965, a copy of which is attached hereto and forms part of this bylaw, is hereby designated as shown.

3. Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 4 – Trails / Open Space is hereby amended for the parcel or tract of land and premises known and described as:

Lot 8 Section 27 Township 12 Plan New Westminster District Plan 2622

and outlined in heavy black line on Map No. 966, a copy of which is attached hereto and forms part of this bylaw, is hereby designated as shown.

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

READ a first time the 5th day of December, 2017.

READ a second time the 5th day of December, 2017.

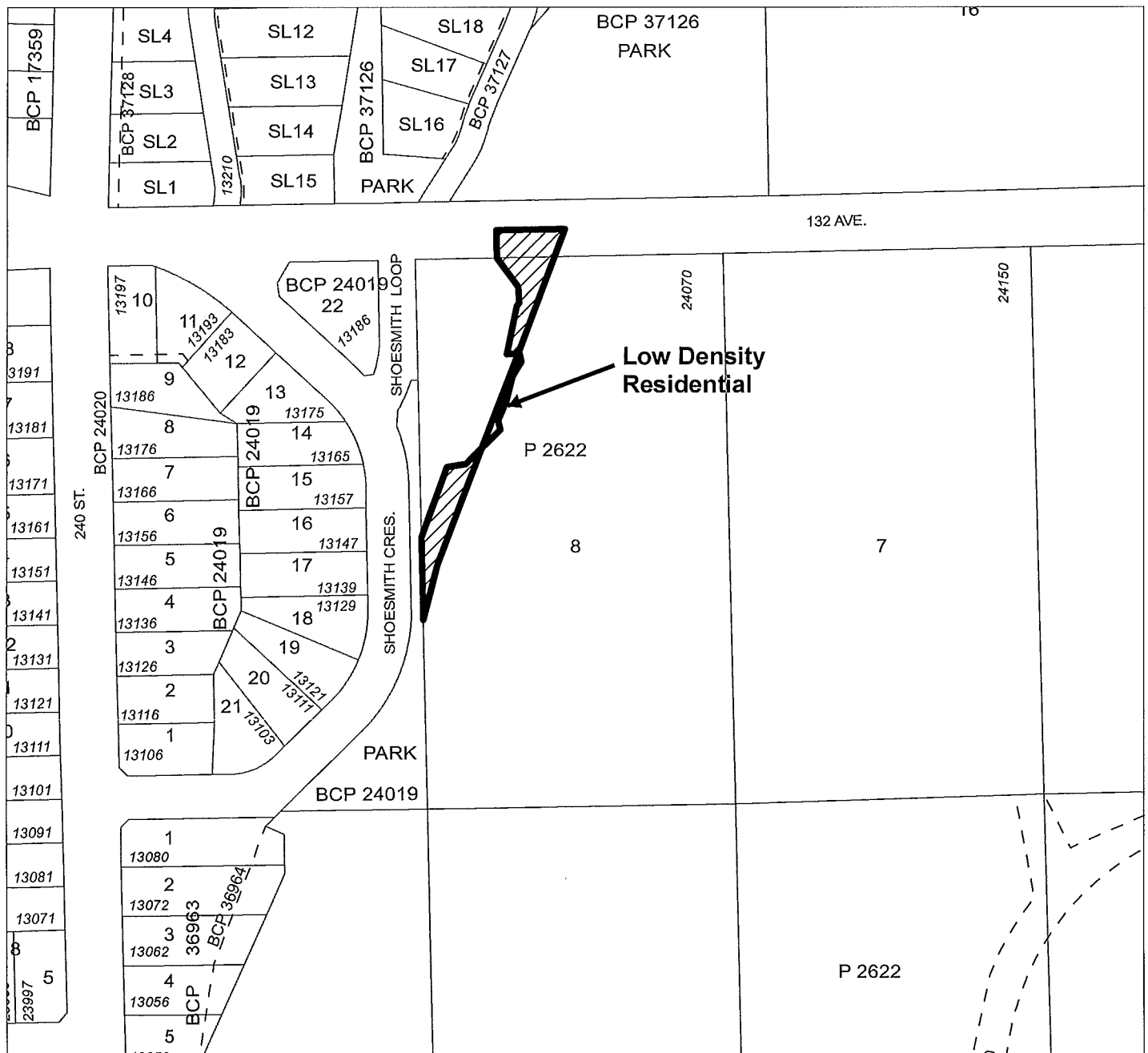
PUBLIC HEARING held the 23rd day of January 23, 2018.

READ a third time the day of , 20

ADOPTED, the day of , 20 .

PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7406-2017

Map No. 965

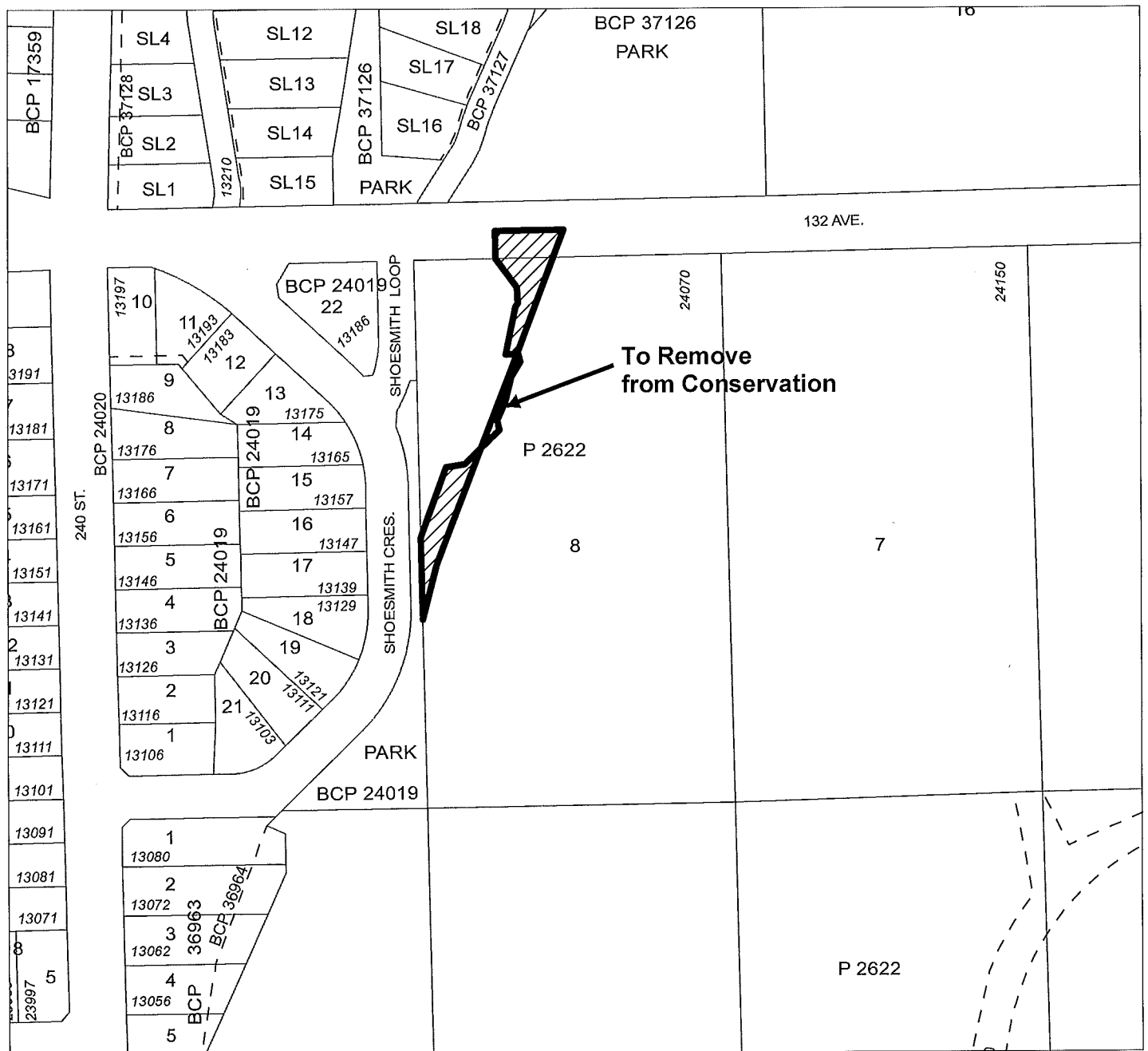
Purpose: To Amend Silver Valley Area Plan Figure 2

From: Low Density Residential and Conservation

To:  Conservation  Low Density Residential



SCALE 1:2,000



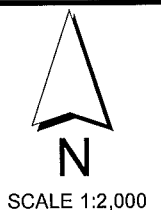
MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7406-2017

Map No. 966

Purpose: To Amend Silver Valley Area Plan Figure 4 Trails/ Open Space as shown

 To Add to Conservation  To Remove from Conservation



CITY OF MAPLE RIDGE

BYLAW NO. 7142-2015

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7142-2015."

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

Lot 8 Section 27 Township 12 Plan New Westminster District Plan 2622

and outlined in heavy black line on Map No. 1637 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to R-1 (Residential District).

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

READ a first time the 28th day of April, 2015.

READ a second time the 5th day of December, 2017.

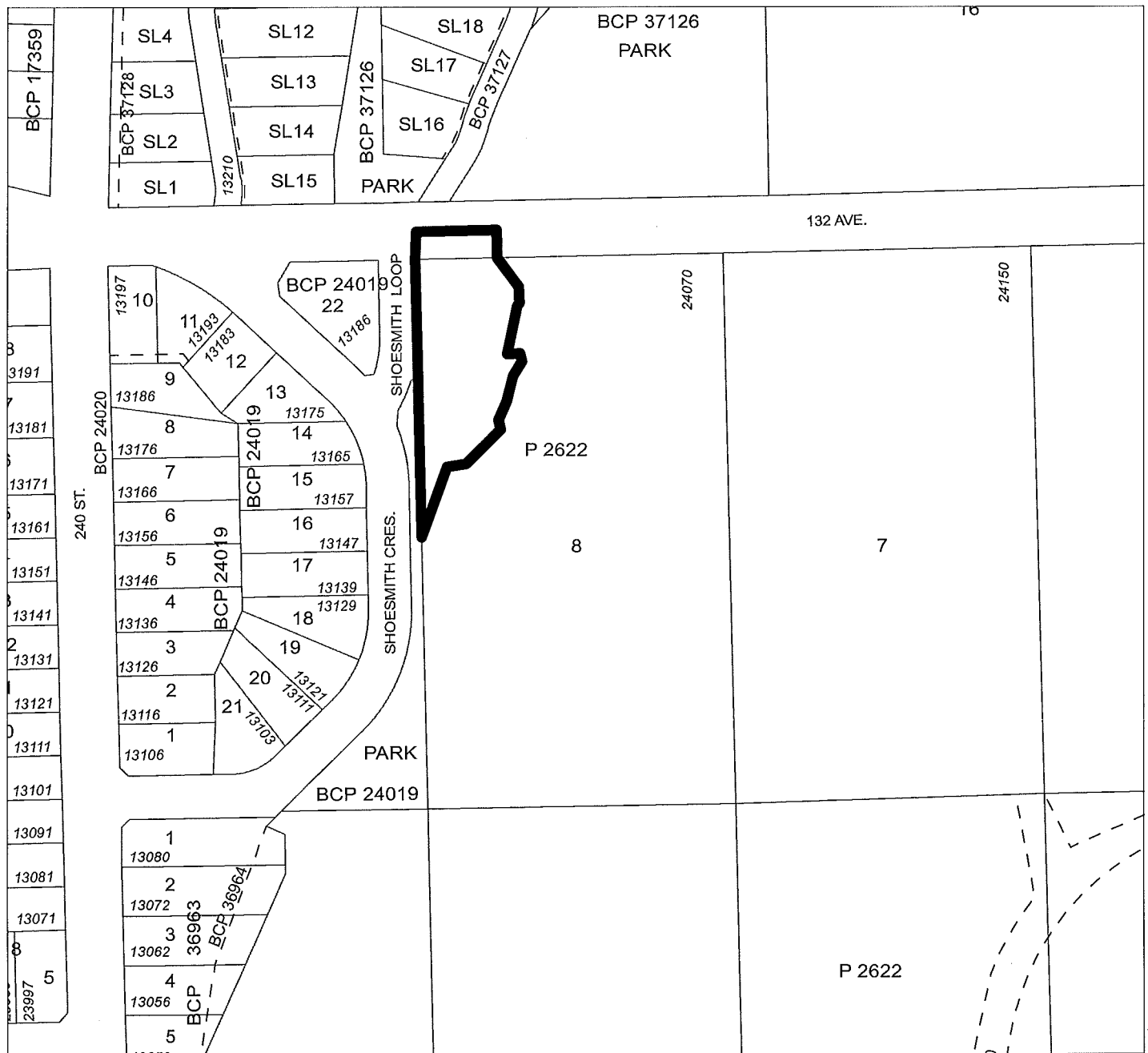
PUBLIC HEARING held the 23rd day of January, 2018.

READ a third time the day of , 20

ADOPTED the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7142-2015

Map No. 1637

From: RS-3 (One Family Rural Residential)

To: R-1 (Residential District)



SCALE 1:2,000

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Final Reading
Zone Amending Bylaw No. 7205-2016
12106 230 ST

MEETING DATE: January 30, 2018
FILE NO: 2015-345-RZ
MEETING: COUNCIL

EXECUTIVE SUMMARY:

Zone Amending Bylaw No. 7205-2016 has been considered by Council and at Public Hearing and subsequently was granted third reading. The applicant has requested that final reading be granted. The purpose of the rezoning is to permit the subdivision into two R-1 (Residential District) lots not less than 538m².

Council granted first reading for Zone Amending Bylaw No. 7205-2016 on February 9, 2016, and second reading on February 28, 2017. This application was presented at public hearing on March 21, 2017, and Council granted third reading on March 28, 2017.

RECOMMENDATION:

That Zone Amending Bylaw No. 7205-2016 be adopted.

DISCUSSION:

a) Background Context:

Council considered this rezoning application at a Public Hearing held on March 21, 2017, and subsequently granted third reading to Zone Amending Bylaw No. 7205-2016 with the stipulation that the following conditions be addressed:

- i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
- ii) Road dedication on 230 Street, as required;
- iii) Registration of a Restrictive Covenant for Stormwater Management; and
- iv) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.

The following applies to the above:

1. The Rezoning Servicing Agreement has been signed by all parties. A Letter of Undertaking from the applicant's legal council has been received. Furthermore the security deposit as determined in the Rezoning Servicing Agreement has been provided. Proof of registration of the Rezoning Servicing Agreement will be submitted to the City.
2. Road dedication along 230 Street has been provided, and the application to deposit the plan will be executed as described in the Letter of Undertaking.
3. A Restrictive Covenant for Stormwater Management will be executed as described in the Letter of Undertaking.
4. A disclosure statement has been provided by a Professional Engineer, dated April 29, 2016, stating that no underground fuel storage tanks exist on the subject property.

CONCLUSION:

As the applicant has met Council's conditions, it is recommended that final reading be given to Zone Amending Bylaw No.7205-2016.

"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"

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

"Original signed by Paul Gill"

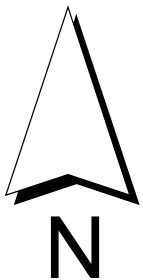
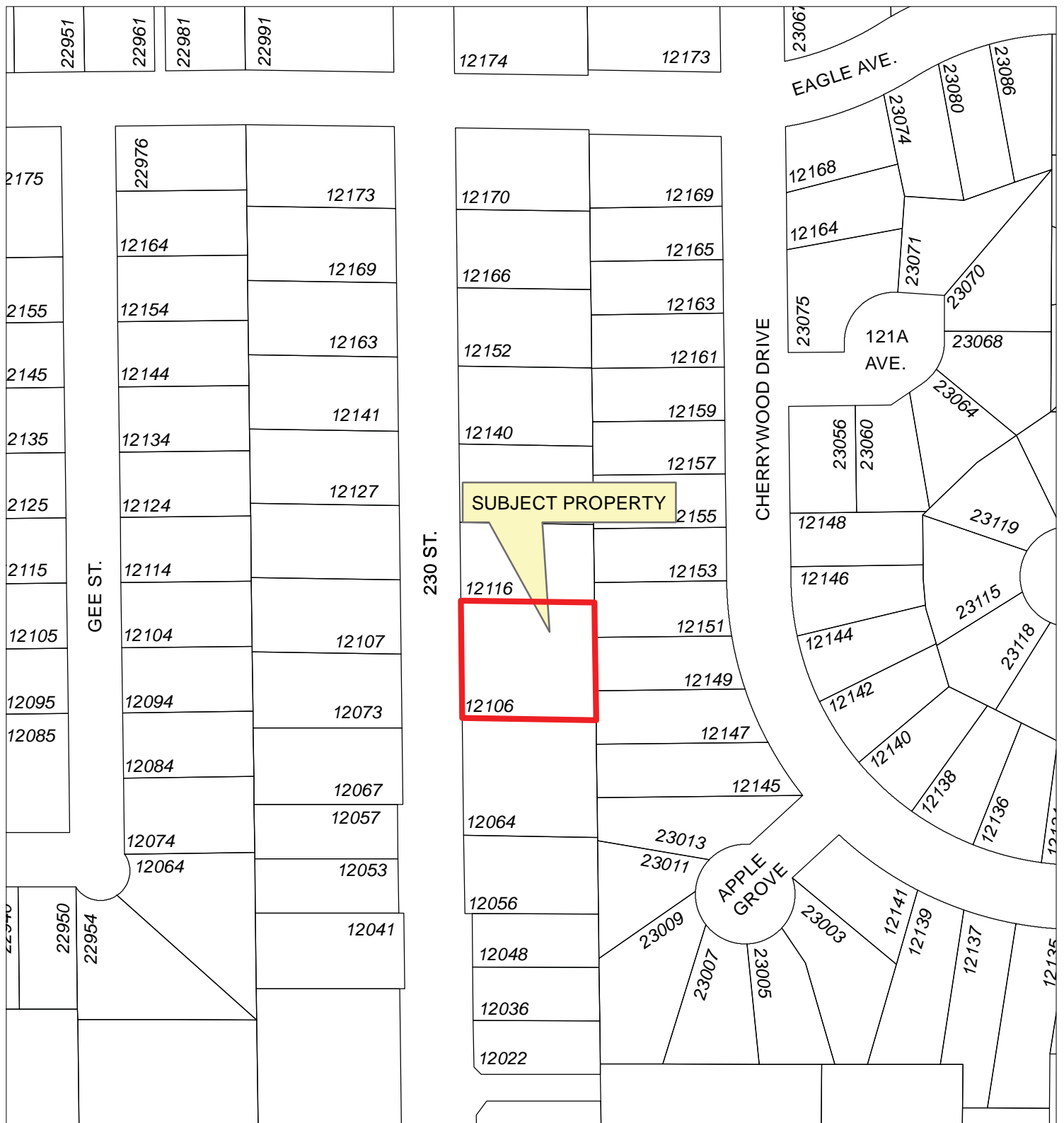
Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

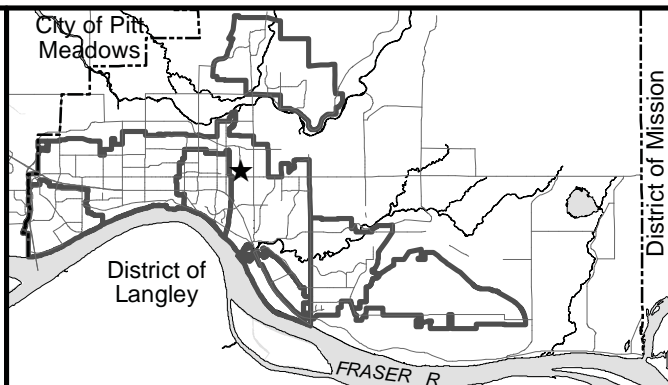
Appendix A – Subject Map

Appendix B – Zone Amending Bylaw No. 7205-2016

APPENDIX A



Scale: 1:1,500



12106 230 Street
2011 Image

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

2015-345-RZ
DATE: Nov 16, 2015

BY: JV

CITY OF MAPLE RIDGE

BYLAW NO. 7205-2016

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7205-2016."
2. That parcel or tract of land and premises known and described as:

Lot 32 Section 20 Township 12 New Westminster District Plan 24720

and outlined in heavy black line on Map No. 1656 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to R-1 (Residential District).

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

READ a first time the 9th day of February, 2016.

READ a second time the 28th day of February, 2017.

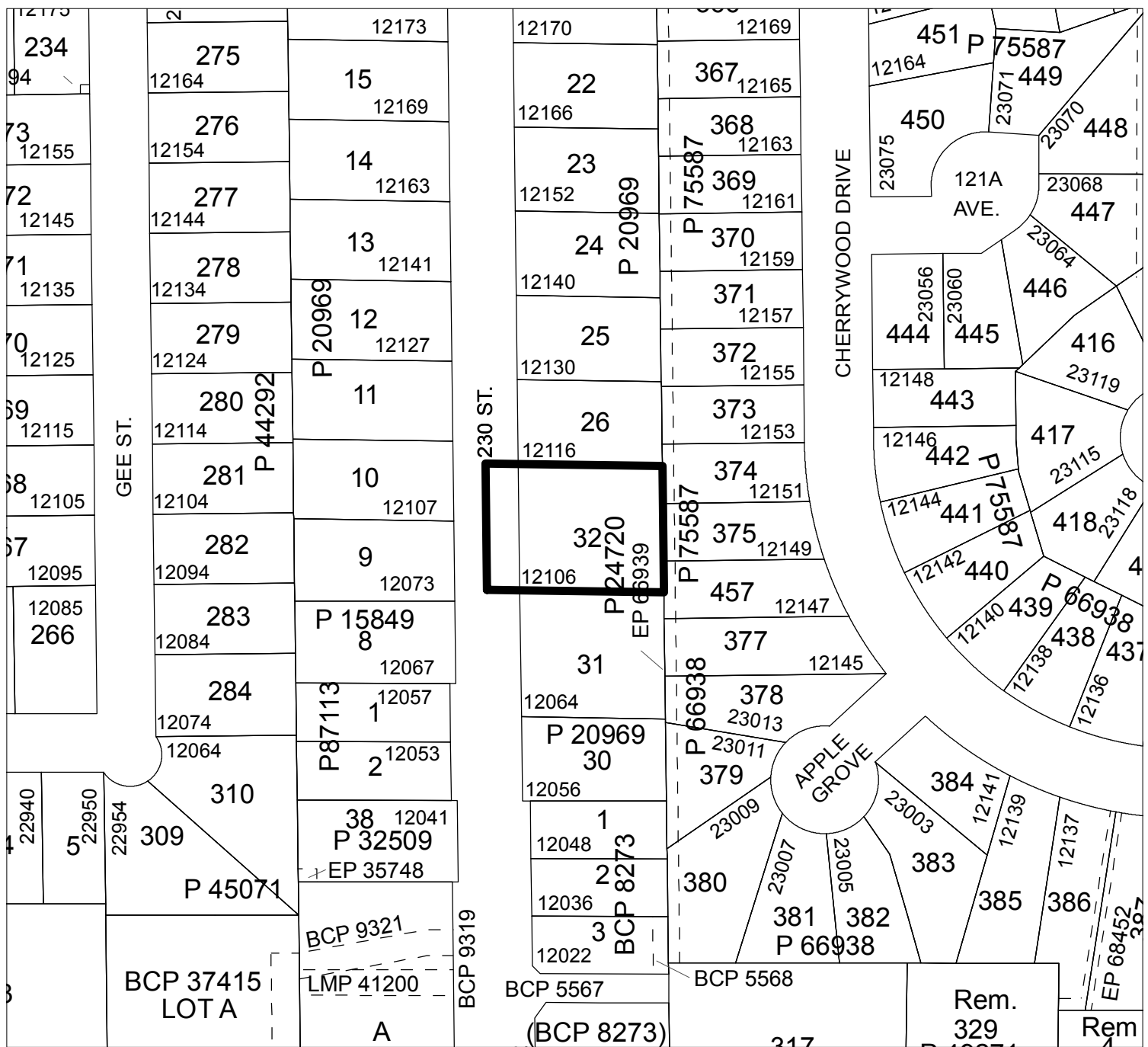
PUBLIC HEARING held the 21st day of March, 2017.

READ a third time the 28th day of March, 2017.

ADOPTED the day of , 20

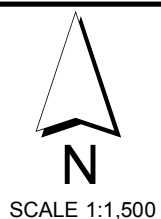
PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7205-2016
Map No. 1656
From: RS-1 (One Family Urban Residential)
RS-3 (One Family Rural Residential)
To: R-1 (Residential District)



City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Final Reading:
Zone Amending Bylaw No. 7273-2016
20434 Chigwell Street

MEETING DATE: January 30, 2018
FILE NO: 2016-223-RZ
MEETING: COUNCIL

EXECUTIVE SUMMARY:

Bylaw No. 7273-2016 has been considered by Council and at Public Hearing and subsequently was granted Third Reading. The applicant has requested that Final Reading be granted. The purpose of the rezoning is to permit subdivision into 2 lots not less than 371 m². Existing one family residential structures will be retained on the subject property.

Council granted first reading for Zone Amending Bylaw No. 7273-2016 on September 6, 2016. Council granted second reading for Zone Amending Bylaw No. 7273-2016 on June 27, 2017. This application was presented at Public Hearing on July 18, 2017, and Council granted third reading on July 25, 2017.

RECOMMENDATION:

That Zone Amending Bylaw No. 7273-2016 be adopted.

DISCUSSION:

a) Background Context:

Council considered this rezoning application at a Public Hearing held on July 18, 2017. On July 25, 2017 Council granted Third Reading to Zone Amending Bylaw No. 7273-2016 with the stipulation that the following conditions be addressed:

- i) Registration of a Restrictive Covenant for the floodplain report, which addresses the suitability of the subject property for the proposed development;
- ii) Demonstration of B.C Building Code and Fire Safety compliance of existing structures, or demolition;
- iii) Demolition or relocation of encroaching structures.

The following applies to the above:

1. **Floodplain report.** As no new construction is proposed with this application, and the existing dwelling units will remain, the most appropriate means is to protect the municipality from liability through a “save harmless” covenant that will be registered as a condition of the required subdivision.
2. **Compliance with BC Building Code and Fire Safety Standards.** Inspection services provided by the City of Maple Ridge confirm that compliance with these requirements has been met.

3. **Demolition or relocation of encroaching structures.** Inspection services provided by the City of Maple Ridge confirm that there are no longer encroaching structures on the site.

b) Additional Information:

- A concurrent development variance permit (2016-223-DVP) is addressing matters related to servicing and setback requirements.
- A preliminary review letter in support of the subdivision application for the subject property has been provided to the applicant outlining the conditions of subdivision.

CONCLUSION:

As the applicant has met Council's conditions, it is recommended that Final Reading be given to Zone Amending Bylaw No. 7273-2016.

"Original signed by Diana Hall"

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

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

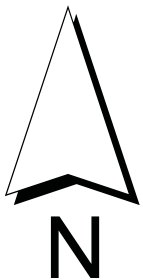
Approved by: Frank Quinn, MBA, P.Eng
GM: Public Works & Development Services

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Zoning Bylaw No. 7273-2016
Appendix C – Survey plan showing proposed lots



Scale: 1:2,500

Legend

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

20434 Chigwell St

PLANNING DEPARTMENT



mapleridge.ca

2016-223-RZ

DATE: Jun 17, 2016

BY: JV

CITY OF MAPLE RIDGE

BYLAW NO. 7273-2016

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7273-2016."

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

Lot "A" District Lot 279 Group 1 New Westminster District Plan 114

and outlined in heavy black line on Map No. 1691 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to R-1 (Residential District).

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

READ a first time the 6th day of September, 2016.

READ a second time the 27th day of June, 2017.

PUBLIC HEARING held the 18th day of July, 2017

READ a third time the 25th day of July, 2017.

ADOPTED the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

APPENDIX C

DRAFT PLAN OF PROPOSED SUBDIVISION ON
LOT "A" (W165034E) DISTRICT LOT 279 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 114

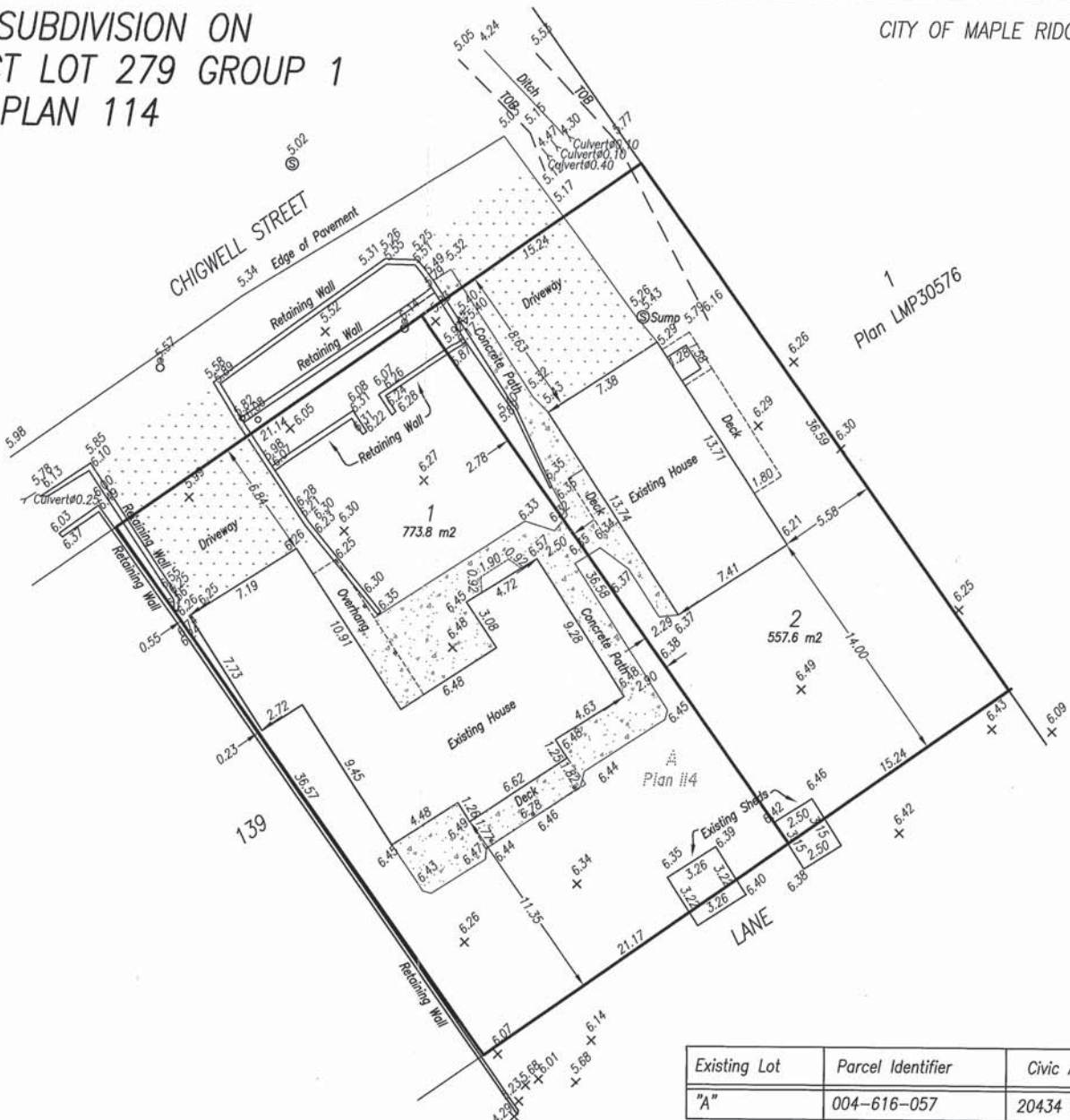
B.C.G.S. 92G.028
This plan lies within the
Greater Vancouver Regional District
City of Maple Ridge
Scale 1:250

All distances are in metres except where otherwise noted



Applicant: Bert Pogany

LEGEND	
Symbols	Description
	ANCHOR WIRE
	BORE HOLE
	BOLLARD
	CLEANOUT
	CATCH BASIN
	CULVERT
	GAS METER
	GAS VALVE
	HYDRANT
	JUNCTION BOX
	MANHOLE - UNKNOWN
	MANHOLE - DRAIN/STORM
	MANHOLE - SANITARY
	MANHOLE - TELEPHONE
	MANHOLE - CATCH BASIN
	PERCOLATION HOLE
	POWER POLE
	STREETLIGHT
	TEST PIT
	UTILITY POLE
	WELL
	WATER SERVICE/METER
	WATER VALVE



CITY OF MAPLE RIDGE FILE: 2016-223-RZ

1
Plan LMP30576

Lot Dimensions According to Plan 114
Date of Survey: February 6th, 2017

Wade & Associates Land Surveying Ltd.
B.C. Land Surveyors
Maple Ridge and Mission
File: H256-01 Phone 604-463-4753

Existing Lot	Parcel Identifier	Civic Address	Area
"A"	004-616-057	20434 Chigwell Street	0.13 ha

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Final Reading:
Zone Amending Bylaw No. 7403-2017
23782 and 23810 River Road

MEETING DATE: January 30, 2018
FILE NO: 2017-396-RZ
MEETING: COUNCIL

EXECUTIVE SUMMARY:

First and second readings for Bylaw No. 7403-2017 were granted on November 14, 2017 followed by Public Hearing on December 5, 2017 and Third Reading on the same night. There were no terms and conditions. The applicant has requested that Final Reading be granted. The purpose of the rezoning is to permit a site specific text amendment to allow of Off Street Parking use as a principal use on the above sited properties.

RECOMMENDATION:

That Zone Amending Bylaw No. 7403-2017 be adopted.

DISCUSSION:

a) Background Context:

Council considered this rezoning application at a Public Hearing held on December 5, 2017 and granted Third Reading on the same day. There were no terms or conditions stipulated because this is a site specific text amendment to the Zoning Bylaw. The Ministry of Transportation and Infrastructure advised they have no concerns with this bylaw.

CONCLUSION:

As the applicant has met Council's conditions, it is recommended that Final Reading be given to Zone Amending Bylaw No. 7403-2017.

"Original signed by Adrian Kopystynski"

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

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

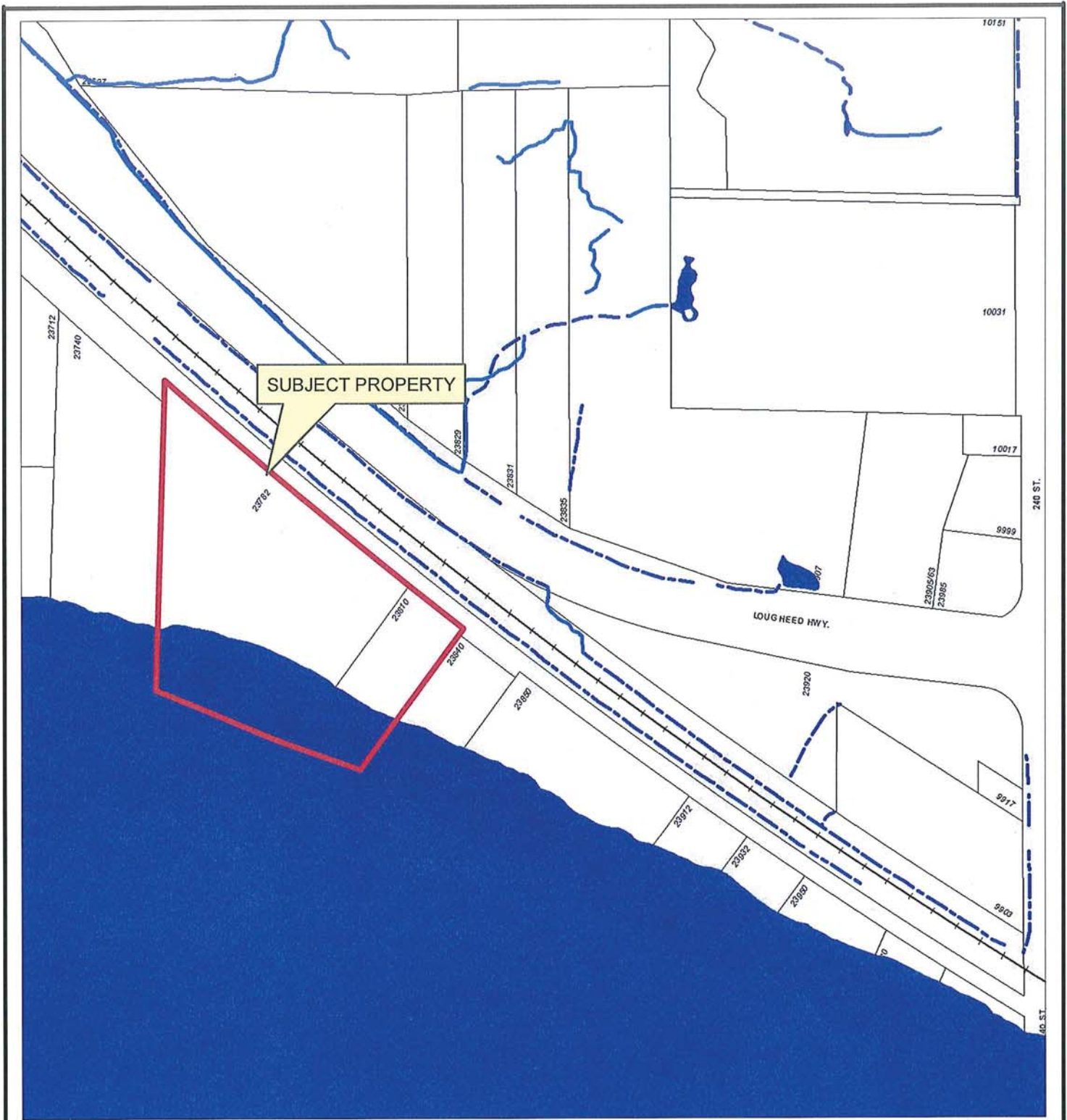
Approved by: Frank Quinn, MBA, P.Eng
GM: Public Works & Development Services

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Bylaw No. 7403-2017

APPENDIX A



Scale: 1:3,000

Legend

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

23810 & 23782 RIVER ROAD

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE:2017-396-RZ
DATE: Sep 12, 2017

BY: LP

APPENDIX B

CITY OF MAPLE RIDGE BYLAW NO. 7403-2017

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

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

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

1. This bylaw may be cited as “Maple Ridge Zone Amending Bylaw No. 7403-2017”.
2. Maple Ridge Zoning Bylaw No. 3510-1985 is hereby amended as follows:

802 GENERAL INDUSTRIAL M-2, Section 1) PRINCIPAL USES be amended by adding the following new clause at the end of this section:
 - i) Off Street parking use shall be permitted at 23782 and 23810 River Road (Lot 2, D.L. 405, Plan NWP7324 and Lot 3, D.L. 405, Plan NWP7324).
3. Maple Ridge Zoning Bylaw No. 3510-1985 as amended is hereby amended accordingly.

READ a first time the 14th day of November, 2017.

READ a second time the 14th day of November, 2017.

PUBLIC HEARING held the 5th day of December, 2017.

READ a third time the 5th day of December, 2017.

APPROVED by the Ministry of Transportation and Infrastructure this 15th day of January, 2018.

ADOPTED the day of , 2017.

PRESIDING MEMBER

CORPORATE OFFICER

**CITY OF MAPLE RIDGE
BYLAW NO. 7367-2017**

A Bylaw to authorize a municipal service to maintain enhanced landscape areas; to define the benefitting lands; and to establish that the cost of the municipal service shall be borne by the owners of real property within such defined area.

WHEREAS, Council has been petitioned to provide a municipal service pursuant to Division 5, Section 210 of the *Community Charter* S.B.C. 2003, c.26 (the "Community Charter");

AND WHEREAS the Corporate Officer has certified that the petition received for the municipal services does constitute a sufficient and valid petition;

AND WHEREAS it is deemed expedient to proceed with the works;

AND WHEREAS the "Maple Ridge Local Area Service Policy", as amended, provides that the cost of providing a municipal service shall be recoverable from each of the existing parcels of land and all future lots created by subdivision of the parcels, specifically:

Lot A, Section 10, Township 12, New Westminster District Plan EPP59096
that will benefit from the service.

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

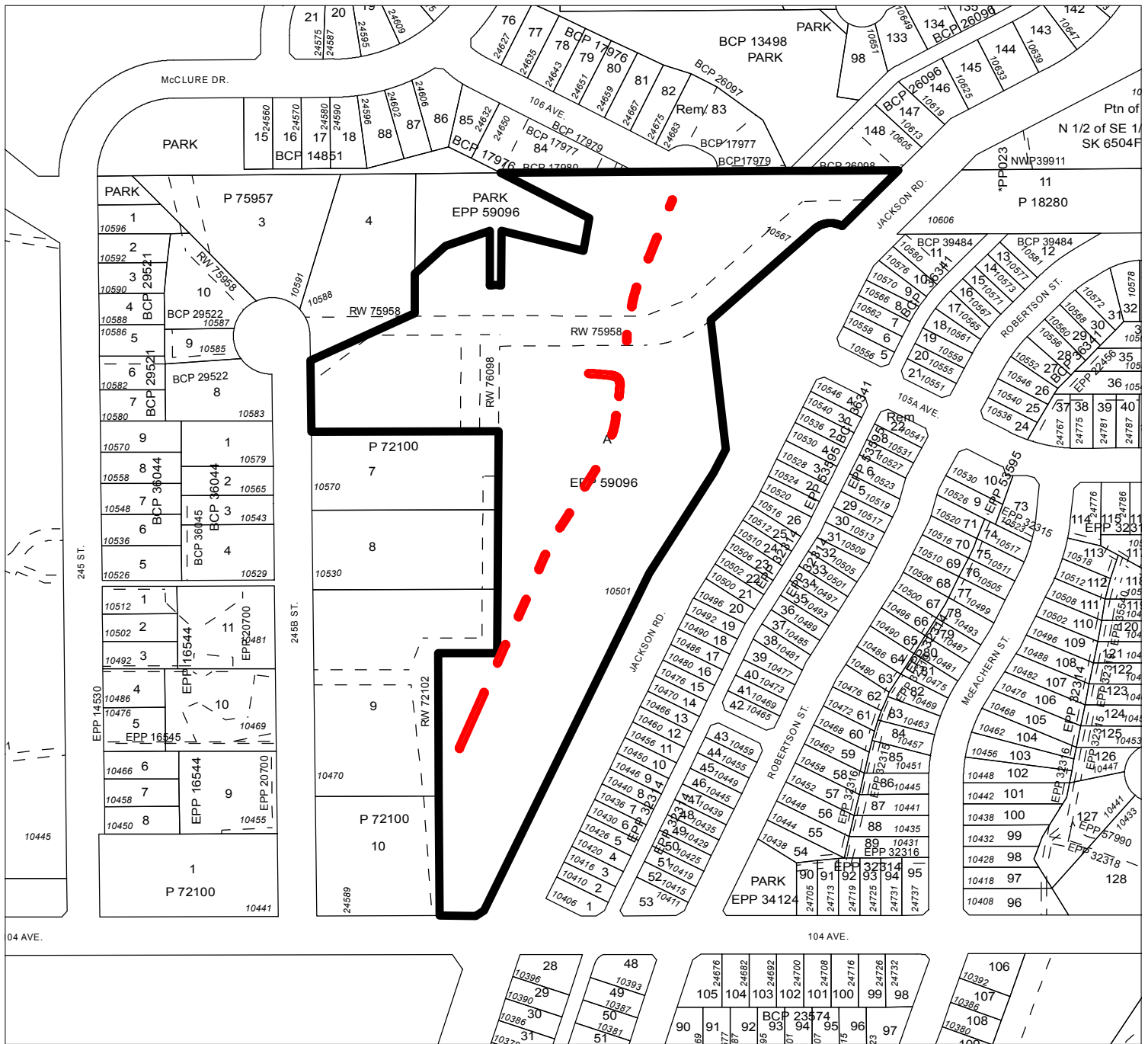
1. This Bylaw may be cited as "McVeety Local Area Service Bylaw No. 7367-2017".
2. The contents of Schedules "A", "B" "C" and "D" attached hereto are hereby declared to be made an integral part of this Bylaw.
3. The Local Area Service of the City for the benefit of which the enhanced landscape areas are to be maintained as a municipal service are defined as the hatched areas on the attached Schedule "A".
4. The recommended procedures and frequencies for maintenance and Annual Charges are described on the attached Schedule "B".
5. The Enhanced Landscape area planting plans "LAS Areas – Restoration Planting Plan – Bioswales Only", prepared by Phoenix Environmental Services Ltd.; are attached as Schedule "C".
6. The Enhanced Landscaping area engineering drawings: Roadworks – McVeety Street; Roadworks – Typical Sections; Storm and Sanitary – McVeety Street; Storm and Sanitary – Future 104A Avenue; Stormwater Management Plan; Storm Water Control Plan (North); and Storm Water Control Plan (South), by H.Y. Engineering Ltd. are attached as Schedule "D".
7. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the 12th day of September, 2017.

READ a second time the 12th day of September, 2017.

READ a third time the 12th day of September, 2017.

ADOPTED the ____ day of _____, 2017.



MAPLE RIDGE LOCAL AREA SERVICE BYLAW

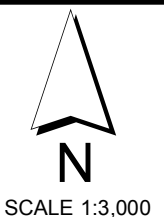
Bylaw No. 7367-2017

 Enhanced Landscape Areas

 Original Lot Boundary



"Schedule A"



CITY OF MAPLE RIDGE

**LOCAL AREA SERVICE
BYLAW NO. 7367 - 2017**

SCHEDULE "B"

Class of Work:

The establishment, maintenance and replacement of enhanced bioswales indicated by bold outline on Schedule "A" are to be maintained as per the attached recommended procedures and frequencies.

Annual Charge:

The Annual Charge is based on a per lot basis for each of the 60 lots created by subdivision of Lot A, Section 10, Township 12, New Westminster District Plan EPP59096, of \$105.28 starting in 2020.

The charges established under this Bylaw shall be specifically charged against the parcels benefitting from the work, payable by a per lot basis levied year by year.

The Annual Charge Adjustment:

The annual charge will be reviewed each year by the Parks and Operations Departments, and adjusted accordingly to reflect any change in maintenance requirements or costs, and to reflect any increase in the Consumer Price Index (CPI) for Vancouver, BC for the immediately preceding year, as provided by Statistics Canada.

Local Area Service (LAS) Agreement Landscape Maintenance Program



MAPLE RIDGE
British Columbia

Bylaw #	
Frequency	Yearly Cost
As shown	\$500.00
As shown	\$1,250.00
Monthly in growing season	\$3,068.00
Monthly in growing season	\$296.00
Monthly in growing season	
As required only	
Every 5 years or when reported	\$150.00
Sub-Total	\$5,264.00
GST	\$263.20
Total	\$5,527.20
City Administration Fee (15%)	\$789.60
Total for LAS Bylaw	\$6,316.80

Procedure	Schedule (Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Inspection/Reporting		x		x	x	x	x	x	x	x		x
Garbage Removal		x		x	x	x	x	x	x	x		x
Weeding				x	x	x	x	x	x	x		
Invasive plant removal				x	x	x	x	x	x			
Trim grass areas				x	x	x	x	x	x	x		
Prune shrubs												
Hazard tree assessment and abatement												

Note: Property developer is responsible for 2 years of establishment maintenance and plant material warranty

City of Maple Ridge or contractor will begin maintenance after 2 years establishment maintenance

Project: 10501 Jackson Rd, Maple Ridge

Note: This Landscape Maintenance Cost covers Boulevard Bio-swale only.


Developer's Signature



PHOENIX

ENVIRONMENTAL SERVICES LTD. 505 - 1755 W. Broadway, Vancouver, BC V6J 4S5 604-689-3888

AUG. 2016

BIOSWALE ONLY - Planting List & Cost Estimate
HY Engineering - Jackson Rd & 105A Ave - Maple Ridge, BC

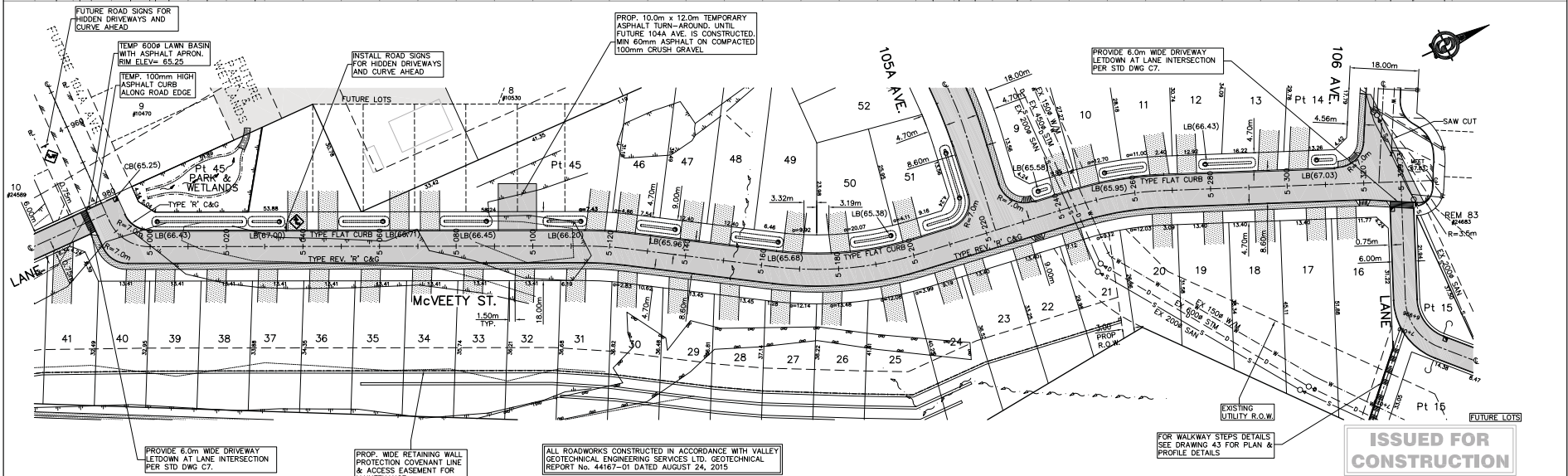
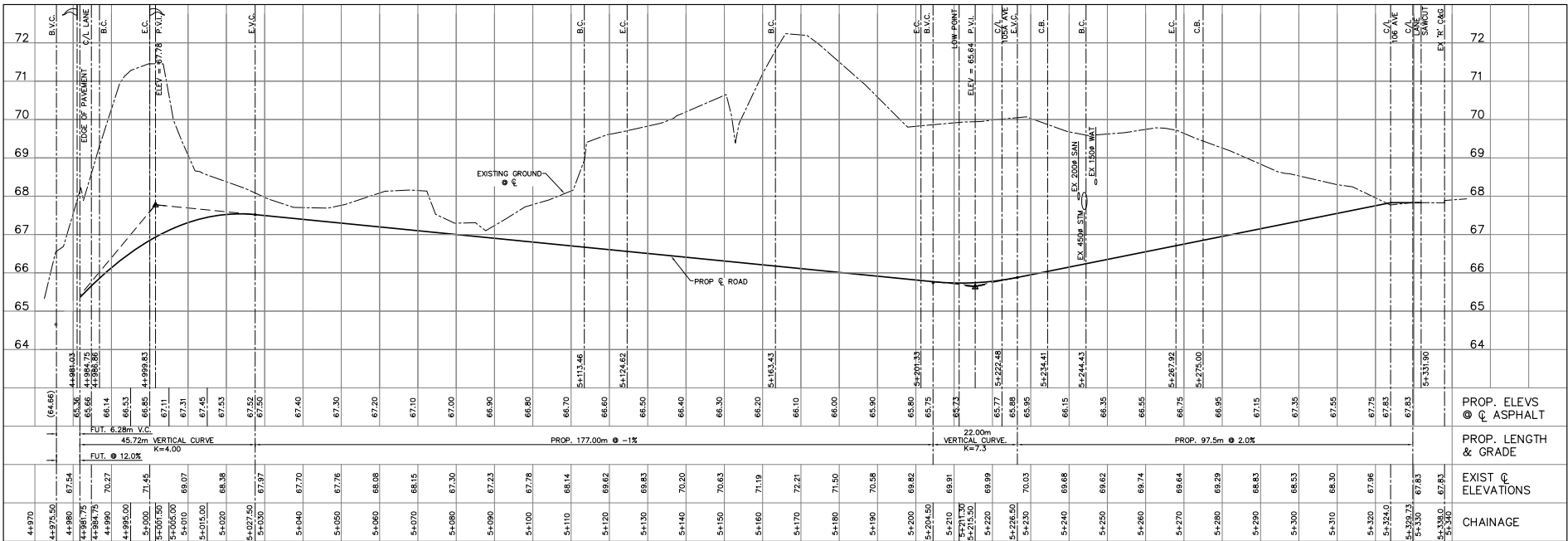
Bioswale Planting <i>Shrubs & Wetted Plants</i> 430 m²	Amount	Botanical Name	Common Name	Spacing	Size	Unit Cost	Total
	40	Symphoricarpos albus	Snowberry	1m	2 gallon	\$20.00	\$800.00
	40	Vaccinium ovalifolium	Oval-leaf Blueberry	1m	2 gallon	\$20.00	\$800.00
	40	Rosa gymnocarpa	Baldhip Rose	1m	1 gallon	\$12.00	\$480.00
	40	Mahonia nervosa	Oregon Grape (dwarf)	1m	1 gallon	\$12.00	\$480.00
	80	Gaultheria shallon	Salal	1m	1 gallon	\$12.00	\$960.00
	100	Carex obnupta	Slough Sedge*	0.5m	1 gallon	\$10.00	\$1,000.00
	100	Juncus effusus	Common Rush*	0.5m	1 gallon	\$10.00	\$1,000.00
Total Plants =	440	* Wetted Plants to be placed along cobble edge (closest to water/swale)					
							TOTAL \$5,520.00

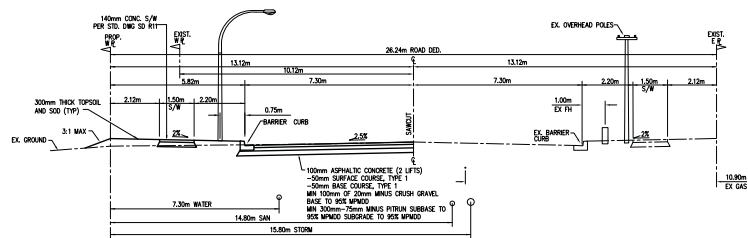
Landscape Maintenance				Unit Cost	Total
	See LAS Agreement Maintenance Form			see other	see other

Environmental Monitoring (2 Years):				Unit Cost	Total
	Initial (1st year)			\$750.00	\$750.00
	Year 2			\$500.00	\$500.00

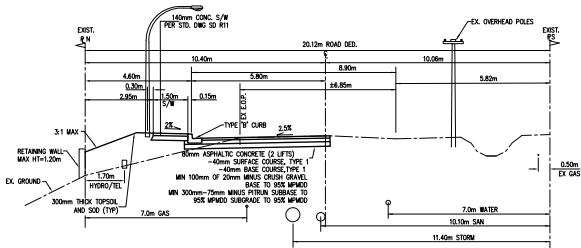
TOTAL \$1,250.00

TOTAL \$6,770.00

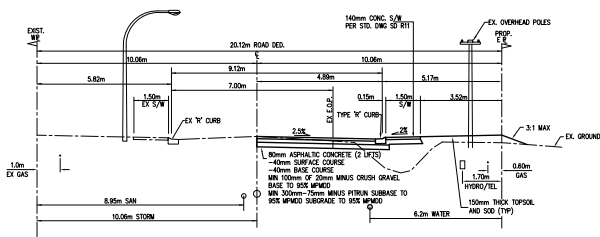




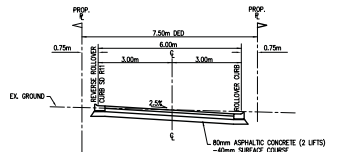
TYPICAL SECTION - JACKSON RD. (ARTERIAL)
SCALE H 1:100



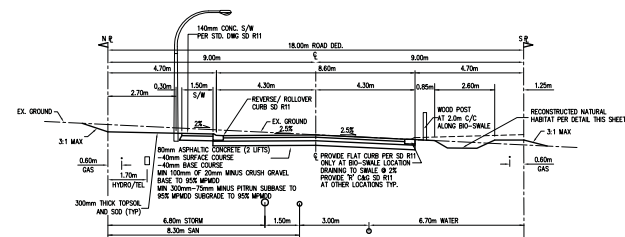
TYPICAL SECTION - 104 AVE.
SCALE H 1:100



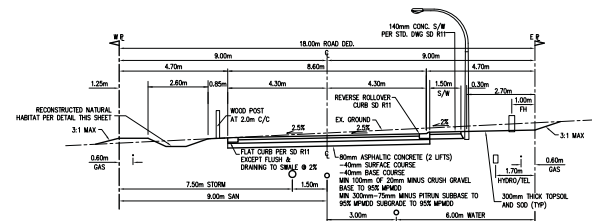
TYPICAL SECTION - 245B ST.
SCALE H 1:100



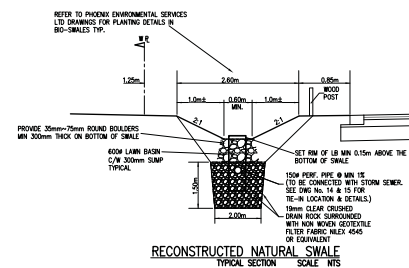
TYPICAL SECTION - LANES
SCALE H 1:100



TYPICAL SECTION - 105A AVE.
SCALE H 1:100



TYPICAL SECTION - McVEETY ST.
SCALE H 1:100

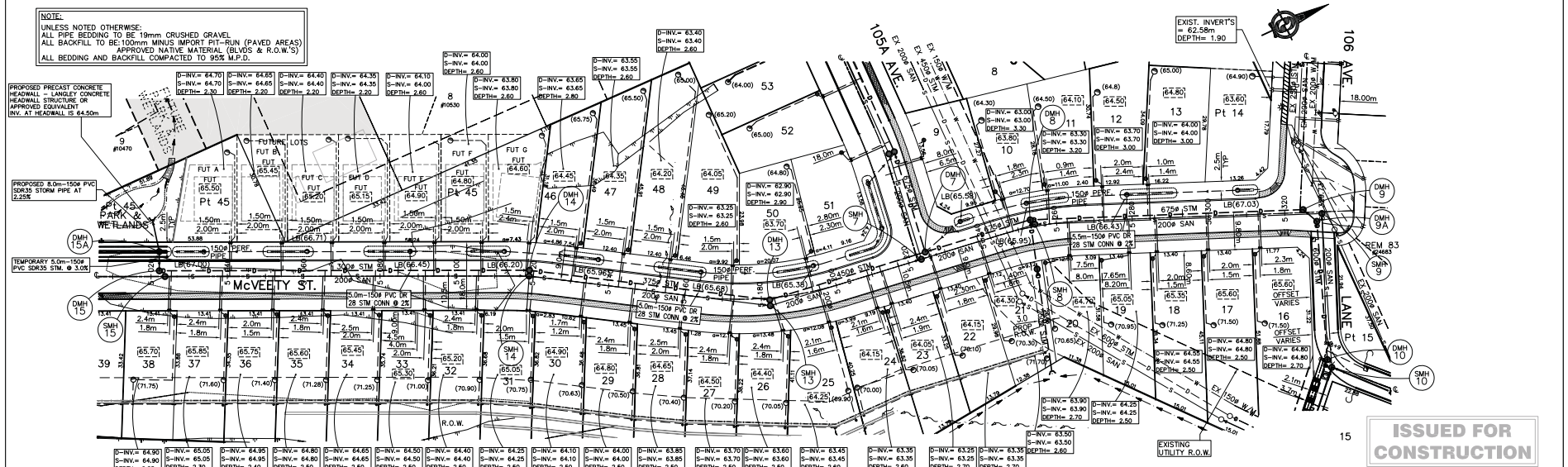
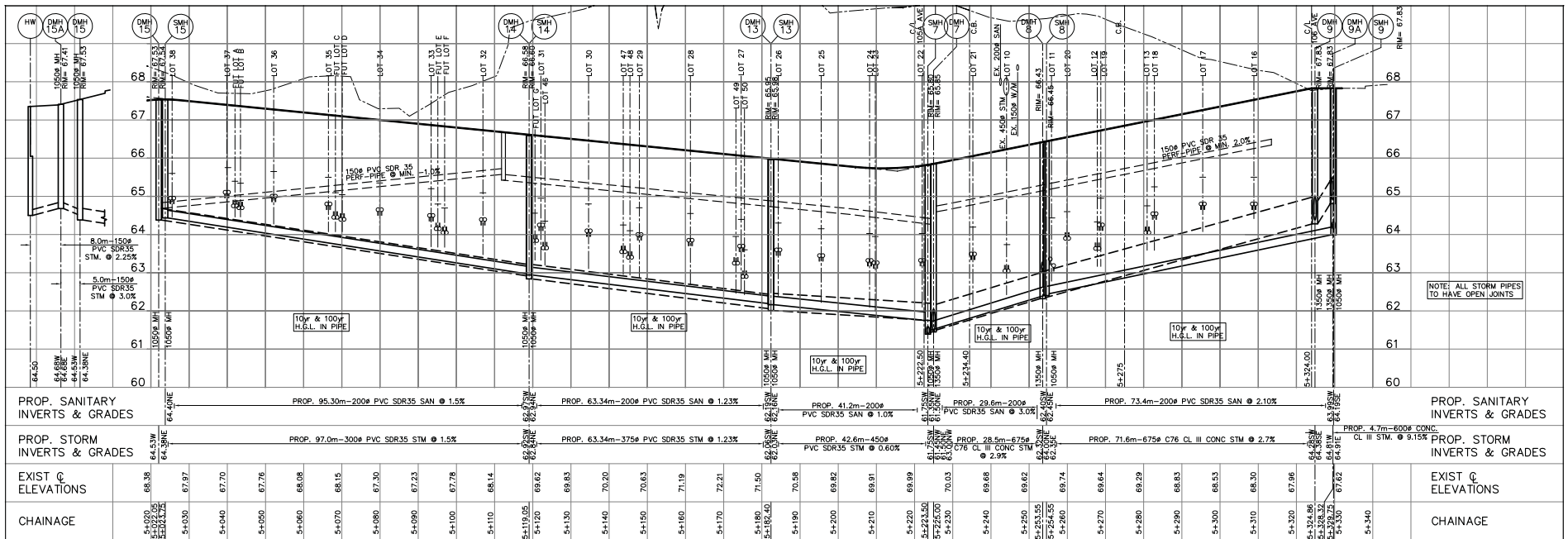


RECONSTRUCTED NATURAL SWALE
TYPICAL SECTION SCALE NTS

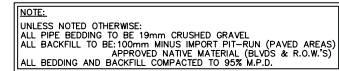
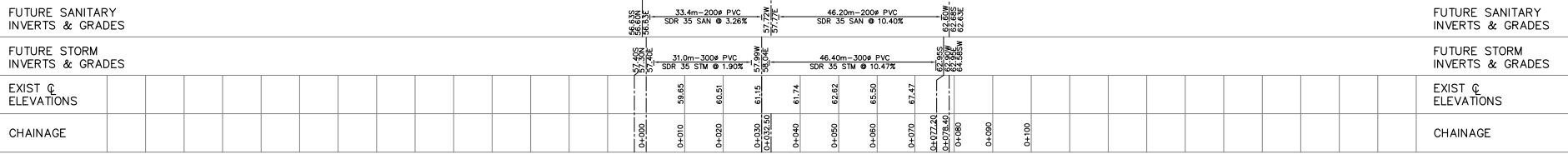
ALL ROADWORKS TO BE CONSTRUCTED IN ACCORDANCE WITH
VALLEY GEOTECHNICAL ENGINEERING SERVICES LTD.
GEOTECHNICAL REPORT No. 44167-01 DATED AUGUST 24, 2016

ISSUED FOR
CONSTRUCTION

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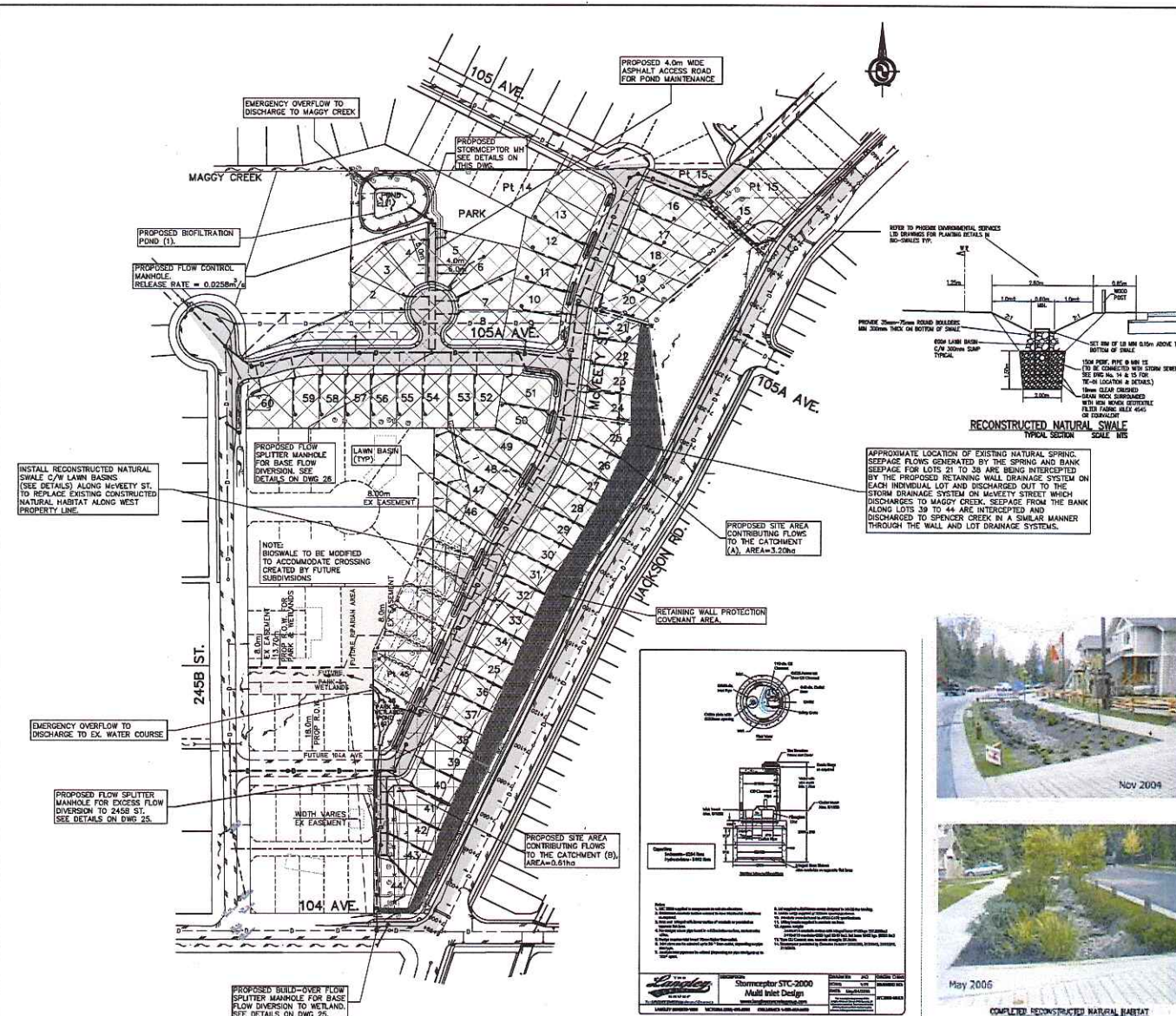


4 JUL/24/17	ISSUED FOR CONSTRUCTION	ER	BENCHMARK: ALL ELEVATIONS ARE GEODETIC AND ARE DERIVED FROM MON. 88H0702 LOCATED IN FRONT OF 10440 JACKSON ROAD ELEVATION = 76.815m	DESIGNED	GC	SEAL	CORPORATION OF THE DISTRICT OF MAPLE RIDGE ENGINEERING DEPARTMENT STORM & SANITARY - MCVEETY ST. PROPOSED 60 LOT SUBDIVISION 10501/10567 JACKSON ROAD MAPLE RIDGE, B.C.	DATE	NOV. 03, 2016
5 JUL/19/17	ADD DMH9A AND RE-ALIGN STM TO DMH9	RED		CHECKED	PG/END			SHEET	15 OF 45
4 JUL/11/17	DIVERSION ADDED WITH DMH15A	ER		APPROVED	ER			DWG. No.	154134- 15
3 MAR/09/17	ADDED NOTE RE SPRING INTERCEPT	ER	LEGAL DESCRIPTION: LOT 8 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 18280 LOT 1 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 72103 LOT 9 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 72957 LOT 6 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 72957	SCALES	H 1:500 V 1:50				
2 SEP/01/16	ISSUED FOR SECOND SUBMISSION	ER							
No.	DATE	REVISION	BY						



**ISSUED FOR
CONSTRUCTION**

[illegible]



STORM WATER MANAGEMENT PLAN
(FOR NORTH CATCHMENT AREA (A) = 3.20ha)

TIER A: SOURCE CONTROL

1. LANDSCAPE AREAS ON ALL LOTS AND ROAD BOULEVARDS TO HAVE MINIMUM 300mm ABSORBENT TOPSOIL. TOPSOIL ON LOTS TO BE PROVIDED BY INDIVIDUAL LOT OWNERS AT BUILDING PERMIT STAGE AND ON THE ROAD BOULEVARD AREA TOPSOIL TO BE PROVIDED BY THE DEVELOPER.
2. GRADE DRIVEWAYS TO DRAIN TOWARDS LANDSCAPED AREAS OR BIO-SWALES/INFILTRATION TRENCHES.
3. ALL ROOF WATER LEADERS ARE TO BE DISCHARGED INTO THE STORM SYSTEM THROUGH THE DETENTION FACILITY PROPOSED IN EACH LOT.
4. PROVIDE RECONSTRUCTED NATURAL SWALE AND DIVERT SURFACE FLOWS FROM THE ROAD TOWARDS THE BIO-SWALE, TO ALLOW INFILTRATION OF STORM FLOWS.

TARGET RUNOFF VOLUME REDUCTION AT SOURCE (a):
= 1125cum (WITHIN 300mm TOPSOIL)

TIER B: RUNOFF CONTROL

Oral, 2YR PRE DEVELOPMENT DISCHARGE = 0.0258 cum/s.
Q 1 in 10yr, POST DEVELOPMENT DISCHARGE = 0.265 cum/s.

TARGET RUNOFF VOLUME REDUCTION AT SOURCE (b):
= 207.90cum (DETENTION FACILITY TO BE INSTALLED BY OWNER IN EACH LOT)

TIER C: FLOOD RISK MANAGEMENT

TARGET RUNOFF VOLUME REDUCTION (c):
= 418.50 cum (WITHIN BIO-SWALES/INFILTRATION TRENCHES) + 304.65cum IN THE DETENTION TANK

TOTAL ON-SITE STORAGE PROVIDED IN TIER A, TIER B AND TIER C (a+b+c):
= 1125 + 207.90 + 418.50 + 304.65 = 2056.05cum or 36.075 cum/lot (FOR 54 LOTS)

THE STORM VOLUME STORED IN TIER A & TIER B & TIER C EXCEEDS THE REQUIRED EXTENSION VOLUME OF 845.15cum. THEREFORE, NO DETENTION IS REQUIRED IN THIS BIO-FILTRATION POND.

1 IN 2 YR PRE DEVELOPMENT RUNOFF IS TO BE DISCHARGED INTO THE BIO-FILTRATION POND, WHICH WILL BE CONNECTED TO MAGGY CREEK THROUGH STORM PIPES, MANHOLES AND AN EMERGENCY SPILL WAY.

STORM WATER MANAGEMENT PLAN
(FOR SOUTH CATCHMENT AREA (B) = 0.61ha)

TIER A: SOURCE CONTROL

1. LANDSCAPE AREAS ON ALL LOTS AND ROAD BOULEVARDS TO HAVE MIN. 300mm ABSORBENT TOPSOIL. TOPSOIL ON LOTS TO BE PROVIDED BY INDIVIDUAL LOT OWNERS AT BUILDING PERMIT STAGE AND ON THE ROAD BOULEVARD AREA TOPSOIL TO BE PROVIDED BY THE DEVELOPER.
2. GRADE DRIVEWAYS TO DRAIN TOWARDS LANDSCAPED AREAS OR BIO-SWALES/INFILTRATION TRENCHES.
3. ALL ROOF WATER LEADERS ARE TO BE DISCHARGED INTO THE STORM SYSTEM THROUGH THE DETENTION FACILITY PROPOSED IN EACH LOT.
4. PROVIDE RECONSTRUCTED NATURAL SWALE AND DIVERT SURFACE FLOWS FROM THE ROAD TOWARDS THE BIO-SWALE, TO ALLOW INFILTRATION OF STORM FLOWS.

TARGET RUNOFF VOLUME REDUCTION AT SOURCE (a):
= 1600 sqm X 0.30m X 25% VOID RATIO = 120.0cum

TIER B: RUNOFF CONTROL

Oral, 2YR PRE DEVELOPMENT DISCHARGE = 0.0258 cum/s.
Q 1 in 10yr, POST DEVELOPMENT DISCHARGE = 0.285 cum/s.

TARGET RUNOFF VOLUME REDUCTION AT SOURCE (b):
= 23.10cum (DETENTION FACILITY TO BE INSTALLED BY OWNER IN EACH LOT)

TIER C: FLOOD RISK MANAGEMENT

TARGET RUNOFF VOLUME REDUCTION (c):
= 33.75 cum (WITHIN BIO-SWALES/INFILTRATION TRENCHES)

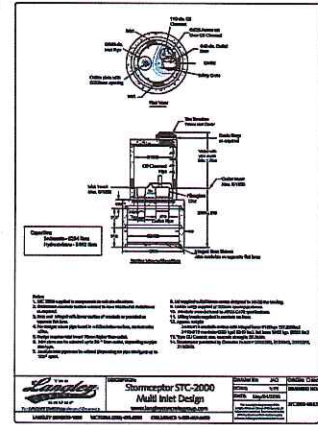
TOTAL ON-SITE STORAGE PROVIDED IN TIER A, TIER B AND TIER C (a+b+c):
1204.23104-33.75 = 1170.48cum or 23.48 cum/lot (FOR 8 LOTS)

ASSUMED BASE FLOWS DIVERTED INTO THE BIO-FILTRATION POND "2" TO MAINTAIN FLOWS IN THE WETLAND AREA = 0.0253cum/sec OR 25.3 l/sec. RUNOFF FROM EXTREME STORM EVENT IS TO BE DIVERTED INTO DMH 18 TOWARDS 245B ST STORM SYSTEM VIA AN OVERFLOW PIPE CONNECTED WITH THE FLOW CONTROL MANHOLE DMH 24.



ISSUED FOR CONSTRUCTION

1	JUL/24/17	ISSUED FOR CONSTRUCTION	ER	BENCHMARK:
2	JUL/11/17	NOTES ADDED, DIVERSION ADDED TO SOUTH WETLAND	RED	ALL ELEVATIONS ARE GEODETIC AND ARE DERIVED FROM MON. 88H0702 LOCATED IN FRONT OF 10440 JACKSON ROAD ELEVATION = 78.913m
3	MAR/06/17	ADDED NOTE RE SPRING INTERCEPT	ER	LEGAL DESCRIPTION:
4	SEP/01/16	ISSUED FOR SECOND SUBMISSION	ER	LOT 8 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 18280
5	DEC/16/15	ISSUED FOR FIRST SUBMISSION	ER	LOT 1 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 72103
6			BY	LOT 8 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 75957
7				LOT 8 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 75557



H.Y. ENGINEERING LTD.

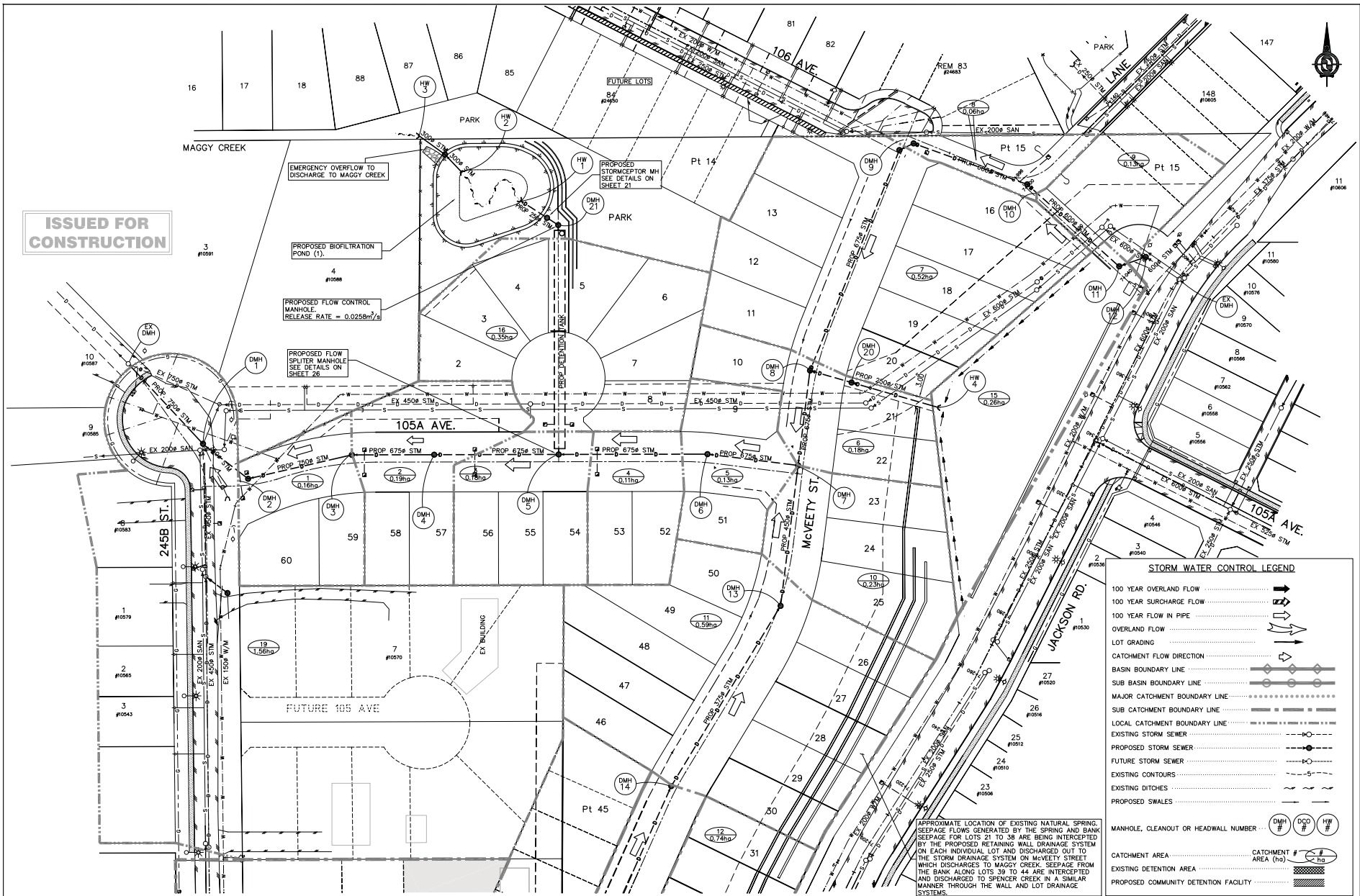
205-8128-152nd St. Surrey, BC V3R 4Z7 • TEL: 604-563-9161
• Website: www.hyengineering.com • FAX: 604-563-1737

DESIGNED	GC	SEAL
DRAWN	PG/BJD	
CHECKED	RD	
APPROVED	ER	
SCALES	H: 1:1000	

CORPORATION OF THE DISTRICT OF MAPLE RIDGE
ENGINEERING DEPARTMENT

STORM WATER MANAGEMENT PLAN
PROPOSED 60 LOT SUBDIVISION
10501/10567 JACKSON ROAD
MAPLE RIDGE, B.C.

DATE: NOV. 03, 2016
SHEET: 21 OF 45
154134-21



4	JUL/24/17	ISSUED FOR CONSTRUCTION	ER
4	JUL/11/17	NOTES ADDED, DIVERSION ADDED TO SOUTH WETLAND	RED
3	MAR/09/17	ADDED NOTE RE SPRING INTERCEPT	ER
2	SEP/01/16	ISSUED FOR SECOND SUBMISSION	ER
1	DEC/18/15	ISSUED FOR FIRST SUBMISSION	ER
No.	DATE	REVISION	BY

BENCHMARK:
ALL ELEVATIONS ARE GEODETIC AND ARE DERIVED FROM MON. 88H0702 LOCATED IN FRONT OF 10440 JACKSON ROAD
ELEVATION = 78.813m

LEGAL DESCRIPTION:
LOT 9 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 18280
LOT 1 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 72103
LOT 9 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 79957
LOT 6 SECTION 10 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 79957

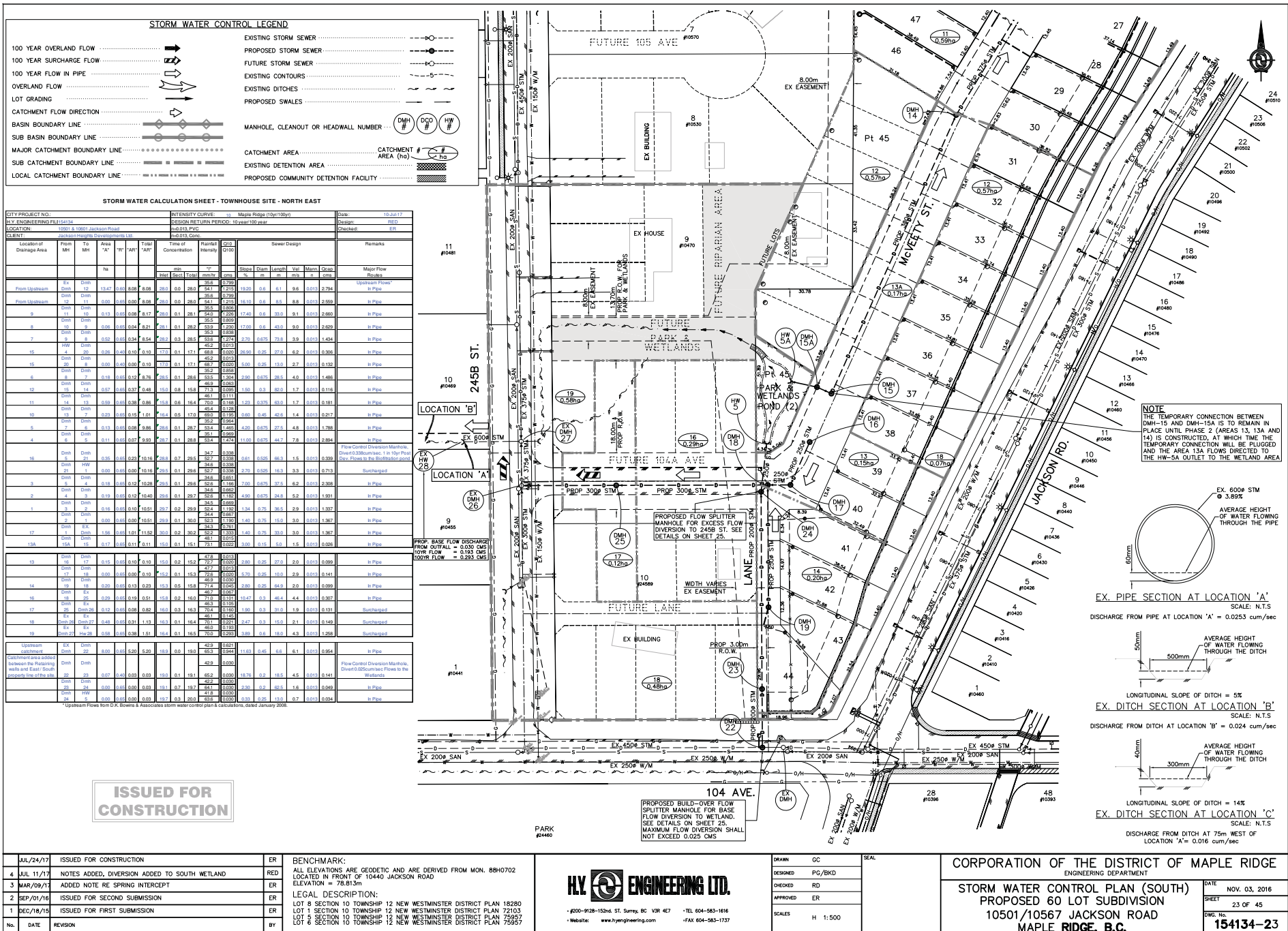


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DESIGNED	GC
CHECKED	PG/END
APPROVED	RD
SCALES	H 1:500

SEAL

CORPORATION OF THE DISTRICT OF MAPLE RIDGE ENGINEERING DEPARTMENT		DATE	NOV. 03, 2016
STORM WATER CONTROL PLAN (NORTH) PROPOSED 60 LOT SUBDIVISION 10501/10567 JACKSON ROAD MAPLE RIDGE, B.C.		SHEET	22 OF 45
		DWG. No.	154134-22



CITY OF MAPLE RIDGE

BYLAW NO. 7413-2017

A Bylaw to amend Maple Ridge Miscellaneous Finance Fees and Charges Bylaw No. 7137-2015

WHEREAS, it is deemed expedient to amend Maple Ridge Miscellaneous Finance Fees and Charges Bylaw No. 7137-2015;

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

1. This Bylaw may be cited as "Maple Ridge Miscellaneous Finance Fees and Charges Amending Bylaw No. 7413-2017."
2. That Maple Ridge Miscellaneous Finance Fees and Charges Bylaw No. 7137-2015, be amended as follows:
 - a) That Schedule 1, be amended by adding the following fees as section 7:

7.	Fire Department Record Requests	
(a)	Fire Incident/Investigation Reports (including color photographs)	\$200.00
(b)	MVA/Medical Incident Report	\$100.00

READ a first time the 16th day of January, 2018.

READ a second time the 16th day of January, 2018.

READ a third time the 16th day of January, 2018.

ADOPTED the ____ day of _____, 2018.

PRESIDING MEMBER

CORPORATE OFFICER

1100 *Reports and Recommendations*

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
MEETING DATE: January 30, 2018
FILE NO: 2017-568-AL
MEETING: Council
SUBJECT: Application to Exclude Land from the Agricultural Land Reserve
25237 112th Avenue

EXECUTIVE SUMMARY:

The 2.0 hectare (5 acre) subject property is 32 % within the Agricultural Land Reserve, amounting to a 0.65 hectares (1.6 acre) portion that is within the ALR. In 2011, the Agricultural Land Commission (ALC) identified the subject property as a remnant parcel suitable for exclusion from the Agricultural Land Reserve (ALR). Consistent with Commission direction, the property owner has made this application to remove the property from the ALR.

The application has been received under Section 30 (1) of the Agricultural Land Commission Act. The applicant's submission conforms with the notice of application requirements of the ALC. As this application is consistent with the ALC's direction, it could be considered supportable. If excluded, the property will retain its agricultural designation in both the Official Community Plan (OCP) and Regional Growth Strategy (RGS). For this reason, the property could not be rezoned and subdivided without amending the municipal and regional plans. On this basis, the property will continue to have limited development potential if excluded from the ALR.

RECOMMENDATION:

As per Council direction for all ALR exclusion applications, 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: Jomon Melippuram
Legal Description: LT 56; SEC 14; TWP 12; NWD; PL NWP39169

OCP :	Existing:	Agricultural
Zoning:	Existing:	RS-3 One Family Rural Residential
Surrounding Uses		
North:	Use:	Park
	Zone:	RS-3
	Designation	Park in the ALR
South:	Use:	2 parcels, 1 vacant, 1 Rural Residential
	Zone:	RS-3 One Family Rural Residential, RG-2 Suburban Residential Strata, and A-2 Upland Agriculture
	Designation:	Suburban Residential
East:	Use:	2 parcels, Rural Residential
	Zone:	RS-3 One Family Rural Residential.
	Designation:	Agriculture and Suburban Residential
West:	Use:	Vacant
	Zone:	RS-3 One Family Rural Residential
	Designation:	Low-Medium Residential (Albion Area Plan)
Existing Use of Property:		Rural Residential
Proposed Use of Property:		Rural Residential
Site Area:		2.0 HA (5 acres)
Access:		Bosonworth Avenue

b) Project Description:

The subject property is zoned RS-3 (One Family Rural Residential) and its northern portion (32%) is designated *Agriculture*, while its southern portion (68%) is designated *Suburban Residential*. Appendix A shows the affected ALR portion on the north edge of the subject property. This exclusion application does not indicate an explicit development proposal. The subject property has road frontage on 3 sides at the intersections of Bosonworth Avenue and 112th Avenue with 252nd Street.

The irregularly shaped subject property is traversed by a watercourse extending on a diagonal from the middle of the west property line to the southeast corner, limiting developable area at the south end of the property to its west corner. The purpose of this application is to respond to the direction of the Agricultural Land Commission and remove the property from the Agricultural Land Reserve.

The property has subdivision potential under its current RS-3 One Family Rural Residential Zoning. A separate subdivision application, independent of this exclusion application, is proceeding concurrently for a portion of the subject property that is not within the ALR. This subdivision does not require ALC approval because it involves the portion of this property that is not within the Agricultural Land Reserve.

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 resolved that the process for referring applications for exclusion to the Agricultural Land Commission 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. The City of Maple Ridge recognizes the jurisdiction of the ALC for the ALR properties within City boundaries. Towards this end, Policy 6-5 of the OCP states the following:

Maple Ridge will collaborate with other agencies, such as the Agricultural Land Commission, the Ministry of Agriculture, and the Greater Vancouver Regional District to promote and foster agriculture.

In this instance, the Agricultural Land Commission indicated support for its removal from the ALR under Commission Resolution. On this basis, this application is supportable.

Remnant Properties – Commission Resolution

In 2011, the Agricultural Land Commission identified certain properties within the City as appropriate for exclusion under ALC Resolution 2635/2011, made on October 27, 2011. This resolution invited the City to submit a local government application for exclusion for remnant areas “identified by the Commission as being unsuitable for agriculture”. The identification of these properties for exclusion stems from the Commission’s interest in maintaining an Agricultural Land Reserve that accurately reflects agricultural capability and suitability of properties contained within it.

The subject property was included in the list of the remnant properties as suitable for exclusion from the ALR. Affected property owners were notified by the City of their potential for exclusion in correspondence dated September 9, 2013. At the time, the Commission anticipated but did not require that the exclusion of these properties would proceed through a local government exclusion application. As an alternative, individual property owners have the right to pursue exclusion applications on their own.

Development Implications

Under its current RS-3 One Family Rural Residential zoning, the 2.0 hectare (5 acre) subject property could be subdivided into 2 parcels (minimum parcel size under current zoning is 0.8 hectares or 2 acres). The exclusion of the affected portion of this property from the Agricultural Land Reserve will not change this potential. No rezoning of the subject property could take place without an OCP amendment, Regional Growth Strategy Amendment, and a subdivision application.

Further development would need to be based on the site context and community need in order to be supportable. By forwarding this application to the ALC, Council is under no obligation to approve any future applications for further development of the subject properties.

d) Citizen Implications:

No comments have been received at the time of writing this report. If this application is forwarded to and approved by the ALC, the subject property would retain its agricultural designation and would be limited to the provisions of the existing RS-3 (One Family Rural Residential) zone for subdivision requirements and land uses. Any rezoning application would be required to provide opportunities for public input.

Alternatives:

This application to exclude the subject property is consistent with ALC direction and is therefore supportable. However, Council has the option of denying this application from proceeding to the ALC.

CONCLUSION:

This application for exclusion from the ALR is unique as it has been identified by the ALC as appropriate for exclusion from the ALR. The surrounding context of the subject properties site is Agricultural and Suburban Residential. The application is supportable, based on ALC direction to remove identified remnant properties from the ALR.

“Original signed by Diana Hall”

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

“Original signed by Christine Carter”

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

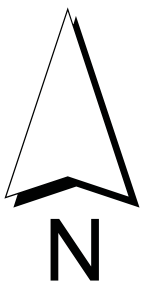
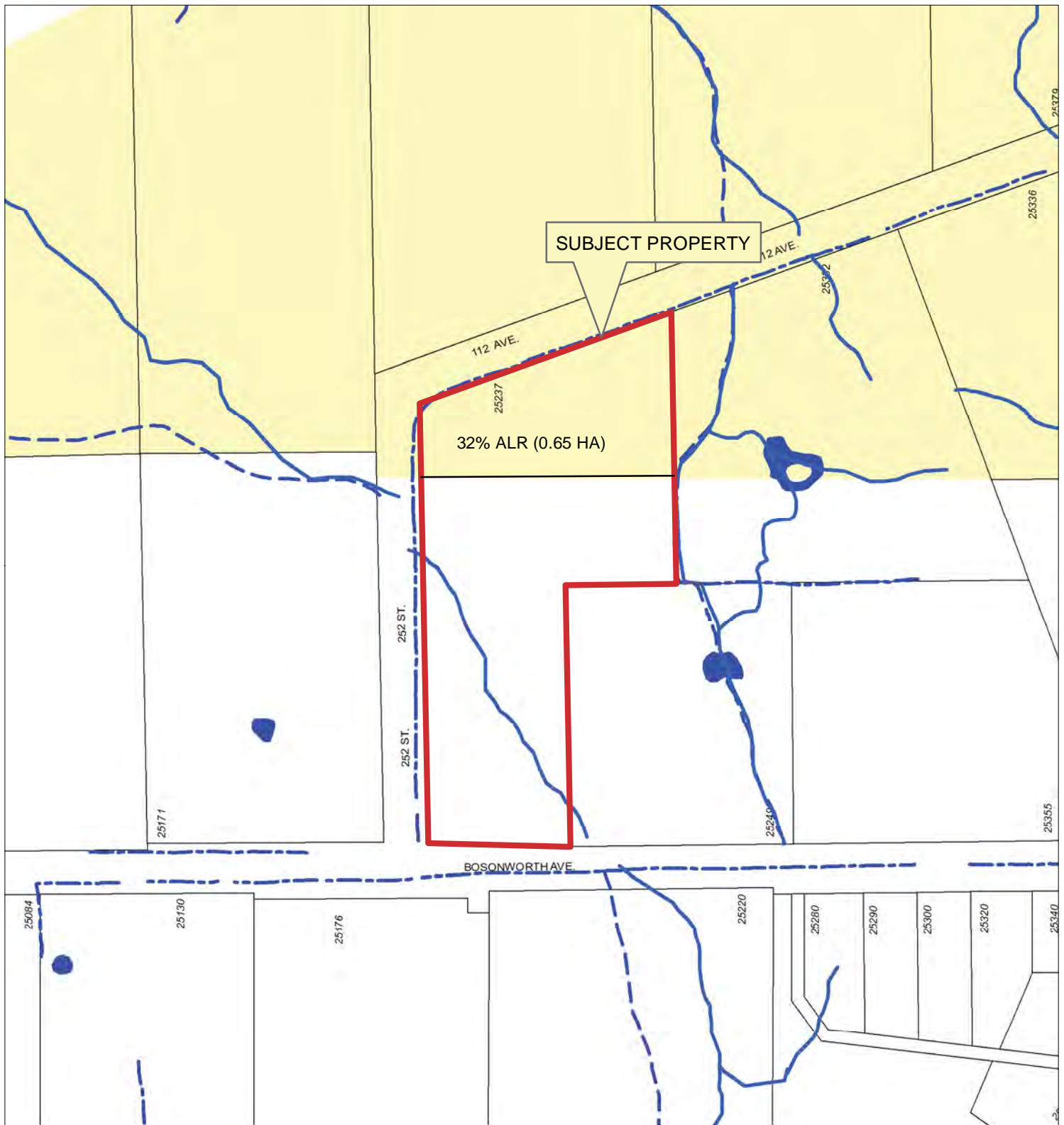
“Original signed by Frank Quinn”

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

“Original signed by Frank Quinn” for

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – subject map showing ALR boundary
Appendix B – ortho map



Scale: 1:2,500

Legend

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

25237 112 AVENUE

PLANNING DEPARTMENT



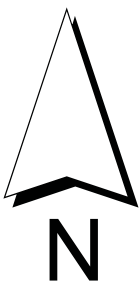
MAPLE RIDGE

British Columbia

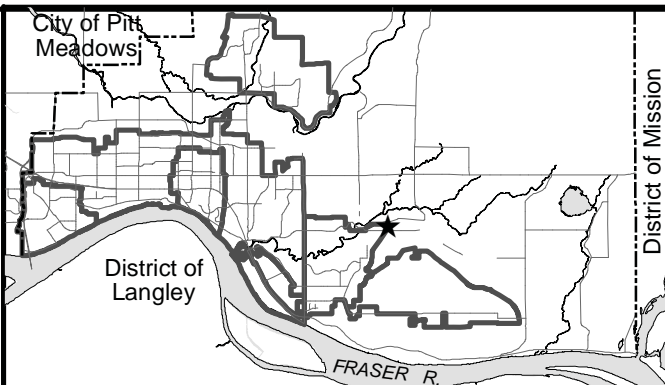
mapleridge.ca

FILE: 2017-568-AL
DATE: Jan 25, 2018

BY: PC



Scale: 1:2,500



25237 112 AVENUE

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2017-568-AL
DATE: Jan 25, 2018

BY: PC

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. 7404-2017
11384 207 Street

MEETING DATE: January 30, 2018
FILE NO: 2017-471-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 11384 207 Street, from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill) to permit the construction of a fourplex residential building with approximately 885 m² (9,526 sf) of floor area. It includes eight parking spaces, 50% of which are configured in a tandem arrangement, while the other 50% are placed in double-wide garages.

Amendments to the Official Community Plan (*Amending Bylaw No. 7349-2017*), Zoning Bylaw (*Amending Bylaw No. 7312-2017* for the RT-2 Zone), and Off Street Parking and Loading Bylaw (*Amending Bylaw No. 7350-2017*) were given first reading at the June 13, 2017 Council meeting. These bylaws, when approved, will allow new ground-oriented infill housing such as courtyard, fourplex and triplex forms in accordance with the action items of the Housing Action Plan Implementation Framework that were prioritized by Council in September 2015. The current application applies the draft provisions of the new proposed RT-2 (Ground-Oriented Residential Infill) zone and Off Street Parking and Loading Bylaw for fourplexes.

This application is subject to the Community Amenity Contribution (CAC) Program Policy 6.31, which was updated on December 12, 2017 to include fourplexes. As per this policy, three of the four units are subject to a CAC of \$4,100 per unit for a total contribution of \$12,300.

To proceed further with this application additional information is required as outlined below.

RECOMMENDATIONS:

That Zone Amending Bylaw No. 7404-2017 be given first reading; and

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

DISCUSSION:

a) Background Context:

Applicant: Glen Rogers

Legal Description: Lot 14, District Lot 277, Group 1, New Westminster District Plan 10601

OCP:	Existing:	Low Density Multi-Family
	Proposed:	No change
Zoning:	Existing:	RS-1 (One Family Urban Residential)
	Proposed:	RT-2 (Ground-Oriented Residential Infill)
Surrounding Uses:		
North:	Use:	Single-Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Low Density Multi-Family
South:	Use:	Single-Family Residential
	Zone:	RS-1
	Designation:	Low Density Multi-Family
East:	Use:	Single-Family Residential
	Zone:	RS-1
	Designation:	Low Density Multi-Family
West:	Use:	Single-Family Residential
	Zone:	RS-1
	Designation:	Single-Family and Compact Residential
Existing Use of Property:		Single-Family Residential
Proposed Use of Property:		Fourplex
Site Area:		935 m ² (0.23 acres)
Access:		114 Avenue and lane
Servicing requirement:		Urban Standard

b) Site Characteristics:

The subject property, located at 11384 207 Street, is a rectangular shaped lot that is 935 m² (0.23 acres) in size. It is located at the corner of 207 Street, an arterial road, and 114 Avenue, a local road, at the eastern edge of the Upper Hammond Precinct. The subject property and surrounding lots are generally characterized by one storey and basement single-family dwellings. There is a lane south of the subject property. The subject property is relatively flat with a few trees around the perimeter.

c) Project Description:

The current application proposes to rezone the subject property from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill), a newly created zone, to permit the development of a fourplex. The fourplex has a rectangular building footprint with one unit on each corner of the building. The four units together provide approximately 885 m² (9,526 sf) of floor area over three storeys. Each unit is provided with two concealed parking spaces. The two units facing 114 Avenue have tandem parking spaces, while the two units facing the lane are provided with double-wide spaces (see Appendix D).

The new RT-2 zone provides for the infill of ground-oriented residential buildings within established residential neighbourhoods in a form that will be incremental and sensitive to the existing and emerging context. This new zone allows for dwelling units to be in one building with shared party walls to create triplexes or fourplexes. These forms should resemble a single family dwelling in order

to fit seamlessly into existing neighbourhoods. Dwelling units may also be arranged individually or attached and clustered around a shared open space, in a courtyard residential housing form. The new RT-2 (Ground-Oriented Residential Infill) zone, *Bylaw No. 7312-2017*, was given first reading at the June 13, 2017 Council meeting.

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

d) Planning Analysis:

Official Community Plan:

The development site is located within the Upper Hammond Precinct of the Hammond Area Plan. The Upper Hammond Precinct encompasses the historic Port Hammond Area, and contains the small commercial district surrounded by residential uses. This area is important for its commercial core and strong heritage value and character. The smaller blocks and tight grid network of streets create a more traditional, pedestrian oriented, small neighbourhood character, look and feel. As outlined by the Hammond Area Development Permit Guidelines, the development intent of this precinct is to:

- Accommodate new development and density;
- Retain the heritage character and history of this area.

OCP Amending Bylaw No. 7349-2017, which integrates the proposed RT-2 (Ground-Oriented Residential Infill) zone in the OCP and its area plans, and which is required to support the current application, was given first reading at the June 13, 2017 Council meeting.

The development site is currently designated *Low Density Multi-Family*. This designation permits townhouses, fourplex and courtyard development forms with ground level entry to each unit. Lands under this designation are located in high activity areas along major corridor roads such as 207 Street. The following policies also apply to this development:

3-21 Maximum building height permitted is three (3) storeys.

The current application is in conformity with this policy.

3-22 The following characteristics should be incorporated into all forms of development within the Low Density Multi-Family designation:

- a) A site size and configuration that enables building orientation towards streets and laneways wherever possible;*
- b) Careful consideration of size, location and orientation of on-site open space areas to ensure new development allows ample sunlight and a variety of plant materials and trees that are complementary to the existing mature landscaping that contributes to the neighbourhood character;*
- c) Design that is sensitive to surrounding built form, particularly for buildings that are three (3) storeys in height;*
- d) Parking for residents is provided in a concealed structure.*

The current application is oriented towards 114 Avenue and the laneway in the back in conformity with provision a) above. Parking for residents are also provided in garages in conformity with provision d).

However, provision b) and c) speak to form and massing which are sensitive to the surrounding context. While the building's current footprint, setbacks and proposed three (3) storey height conform with the draft RT-2 (Ground-Oriented Residential Infill) zone, the proposed massing and scale may appear larger in comparison with the more modest existing housing forms around the property. The prevalence of the large garages on the front and back of the building, large paved areas for driveways, and small side yard setbacks may also give the development an auto-oriented character. Recognizing that this application is at a very preliminary stage, a fuller evaluation of the massing, façade, open spaces and scale of the proposed fourplex will take place between first and second reading once full application packages are received. Furthermore, this application will be referred to the City's Advisory Design Panel for review.

Therefore, while the design is in its early stages, the proposed rezoning of the subject property to RT-2 (Ground-Oriented Residential Infill) to support the development of a fourplex aligns with the intent of these OCP and neighbourhood residential infill policies.

Zoning Bylaw:

The current application proposes to rezone the property located at 11384 207 Street from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill) to permit a fourplex. The minimum lot size for the current RS-1 zone is 668 m², and the minimum lot size for the proposed RT-2 zone for fourplexes is 850 m². At this time, there are no known variances being requested to the requirements of the proposed RT-2 zone. Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Parking:

The *Off Street Parking and Loading Bylaw Amendment 7350-2017* to clarify the parking requirements of the new RT-2 (Ground-Oriented Residential Infill) zone was given first reading on June 13, 2017. The amendment specifies that two off-street parking spaces per unit, but no visitor spaces, are required for triplex, fourplex, and courtyard residential developments. The current application proposes eight (8) parking spaces in conformance with this parking bylaw amendment. Four of the spaces (50%) are located in double-wide spaces while the other four are configured in tandem arrangements. The preliminary site plan in Appendix D also shows the potential of six additional parking spaces on unit driveways.

The current *Off Street Parking and Loading Bylaw 4350-1990* does not currently allow tandem parking in the new RT-2 (Ground-Oriented Residential Infill) zone. Should Council support the current application's tandem parking arrangement, a text amendment to the current *Off Street Parking Bylaw* will be brought forward in the near future. Otherwise, the applicant could be requested to consider a different design configuration of the fourplex's units to create more space on site for double-wide spaces.

Development Permits:

Pursuant to Section 8.7 of the OCP, a Multi-Family Development Permit application is required to ensure the current proposal enhances existing neighbourhoods with compatible housing styles that meet diverse needs, and minimize potential conflicts with neighbouring land uses. The Proposed Triplex, Fourplex and Courtyard Housing Forms Overview report from April 18, 2016 stated that applications for triplex, fourplex and courtyard housing will use the Multi-Family Development Permit guidelines for those applications received in the first year. Applications will also be forwarded to the Advisory Design Panel (ADP) for review. The process will be reviewed and reported to Council after the first year and may result in the establishment of Development Permit guidelines specifically developed for these ground-oriented residential infill housing forms.

Advisory Design Panel:

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

Development Information Meeting:

A Development Information Meeting is not required for this application because the proposal is for less than five dwelling units.

e) Interdepartmental Implications:

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

- a) Engineering Department;
- b) Fire Department;
- c) Licences, Permits and Bylaws Department;
- d) School District; and,
- e) Canada Post.

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

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

f) Development Applications:

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

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

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

CONCLUSION:

The development proposal is in compliance with the proposed *OCP Amending Bylaw No. 7349-2017*. This fourplex residential development provides an opportunity to allow sensitive infill on the site that should be similar in form and scale to the surrounding single family dwelling neighbourhood. It is recommended that Council grant first reading subject to additional information being provided and assessed prior to second reading.

“Original signed by Chee Chan”

Prepared by: Chee Chan
Planner 1

“Original signed by Christine Carter”

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

“Original signed by Frank Quinn”

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

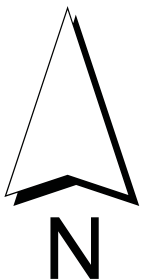
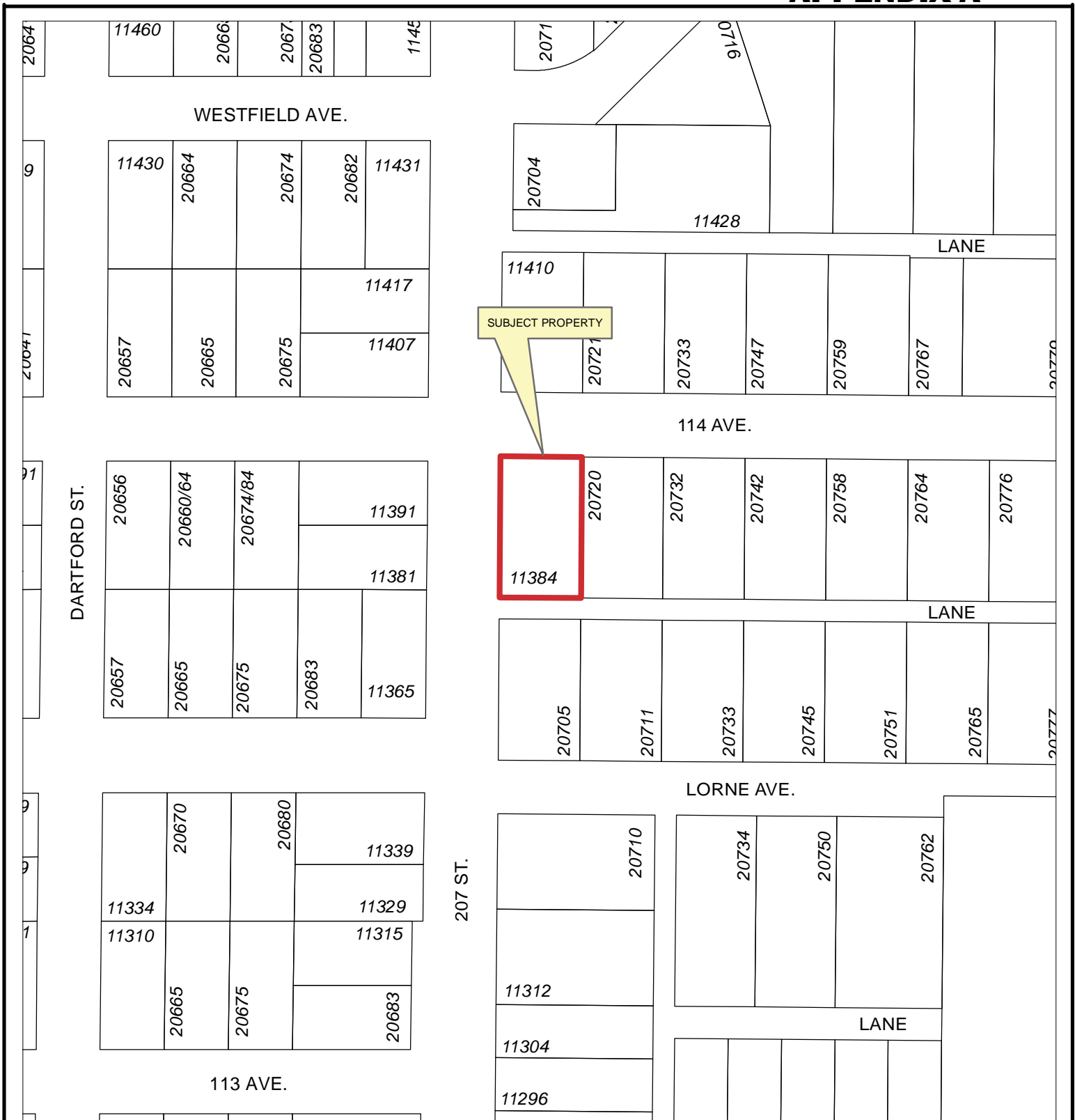
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Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

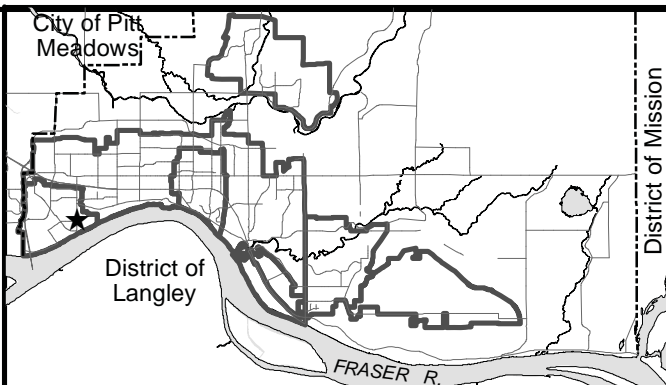
The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7404-2017
Appendix D – Proposed Site Plan

APPENDIX A



Scale: 1:1,500



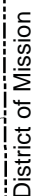
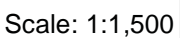
11384 207 Street



FILE: 2017-471-RZ

DATE: Jan 4, 2018

BY: LP



PLANNING DEPARTMENT

 **MAPLE RIDGE**
British Columbia

mapleridge.ca

BY: LP

APPENDIX C

**CITY OF MAPLE RIDGE
BYLAW NO. 7404-2017**

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7404-2017."
2. That parcel or tract of land and premises known and described as:

Lot 14 District Lot 277 Group 1 New Westminster District Plan 10601

and outlined in heavy black line on Map No. 1739 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to RT-2 (Ground-Oriented Residential Infill).

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

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

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

PUBLIC HEARING held the day of , 20

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

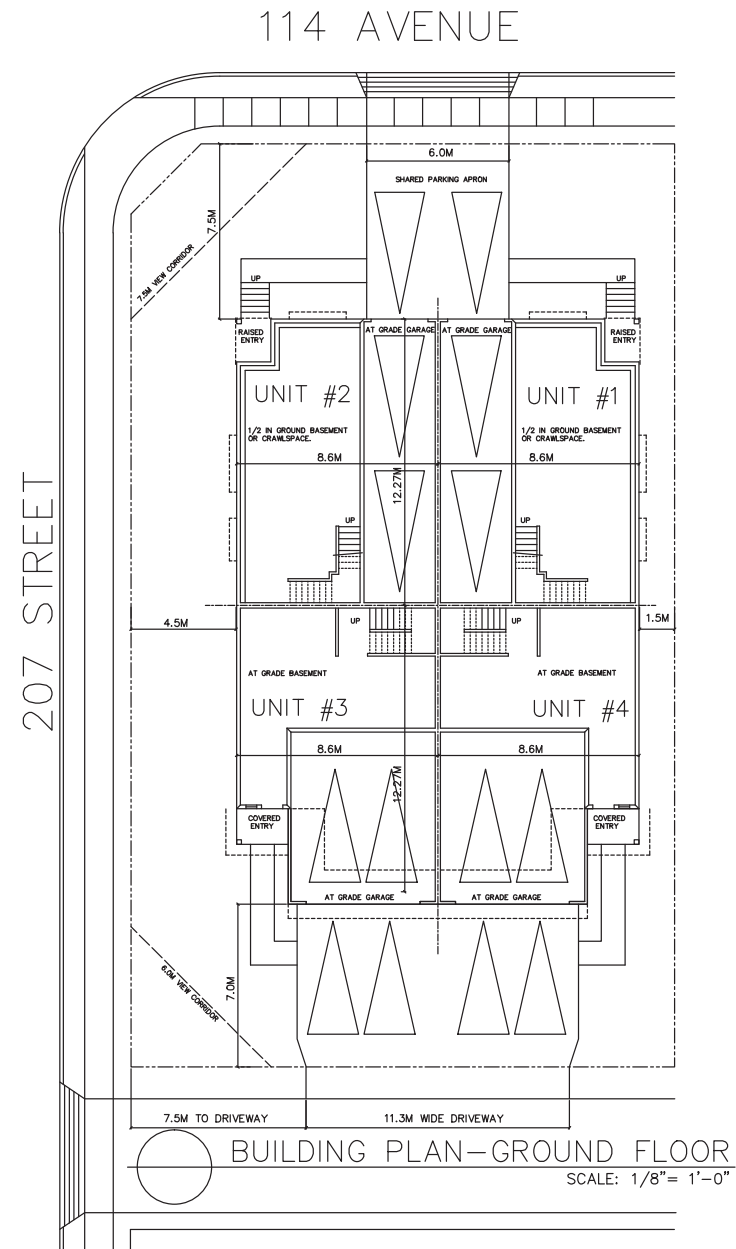
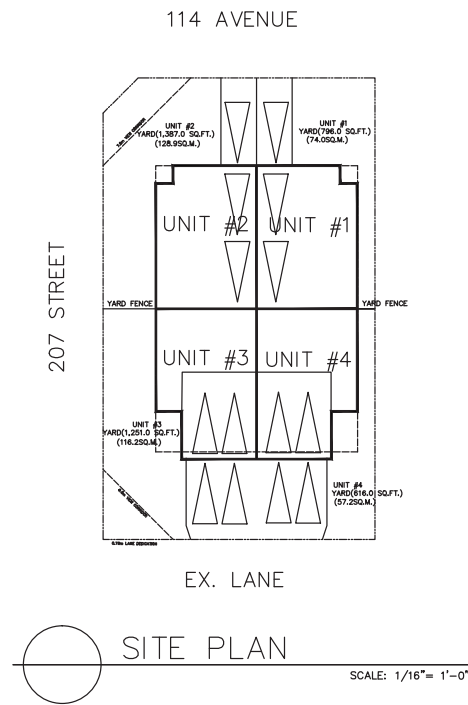
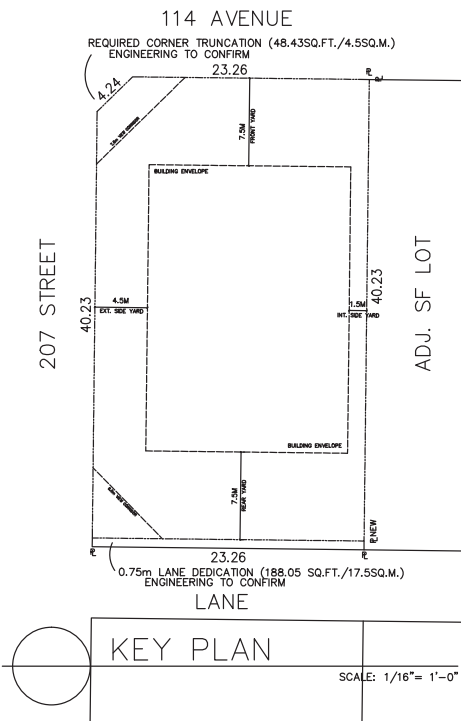
ADOPTED, the day of , 20


PRESIDING MEMBER

CORPORATE OFFICER

APPENDIX D

SITE STATISTICS: 21384-207th STREET, MAPLE RIDGE			
EXISTING SITE AREA		937.16 SQ.M. (10,087.83 SQ.FT.)	
REQUIRED ROAD DEDICATION AREA		21.97 SQ.M. (236.48 SQ.FT.)	
USABLE SITE AREA (LOT)		915.19 SQ.M. (9,851.25 SQ.FT.)	
LOT COVERAGE ALLOWED		411.84 SQ.M. (4,433.11 SQ.FT. (45%))	
LOT COVERAGE PROPOSED (excludes PORCHES)		408.10 SQ.M. (4,393.03 SQ.FT. (44.8%))	
LOT DENSITY ALLOWED		686.39 SQ.M. (7,388.5 SQ.FT. (75%))	
LOT DENSITY PROPOSED (DOES NOT Incl. GARAGE AREAS)		685.00 SQ.M. (7,374.0 SQ.FT. (74.9%))	
PARKING (REQUIRED) 2 PER UNIT = 8 STALLS			
PARKING (PROPOSED) = 14 STALLS			
UNITS# 1 AND 2 BOTH 3 BEDROOM		UNITS# 3 AND 4 BOTH 3 BEDROOM AND DEN	
UNIT FOOTPRINT (LOT COVERAGE) DOES NOT INCL. BALCS/PORCHES		UNIT FOOTPRINT (LOT COVERAGE) DOES NOT INCL. BALCS/PORCHES	
1,108 SQ.FT.(103.05Q.M.)		1,089 SQ.FT.(101.25Q.M.)	
BSMT FIN. FLOOR AREA		BSMT FIN. FLOOR AREA	
142 SQ.FT. (13.25Q.M.)		38 SQ.FT. (3.55Q.M.)	
AFTER 50 SQ.M. DEDUCTION (338.0 SQ.FT.)		AFTER 50 SQ.M. DEDUCTION (338.0 SQ.FT.)	
680 SQ.FT. (63.25Q.M.)		945 SQ.FT. (87.85Q.M.)	
MAIN FIN. FLOOR AREA		MAIN FIN. FLOOR AREA	
995 SQ.FT. (92.45Q.M.)		866 SQ.FT. (80.55Q.M.)	
UPPER FIN. FLOOR AREA		UPPER FIN. FLOOR AREA	
1,817 SQ.FT.(168.85Q.M.)		1,870 SQ.FT.(173.75Q.M.)	
TOTAL FINISHED FLOOR AREA		TOTAL FINISHED FLOOR AREA	
GARAGE AREA		GARAGE AREA	
429 SQ.FT. (39.95Q.M.)		513 SQ.FT. (47.75Q.M.)	
BUILDING HEIGHT		BUILDING HEIGHT	
2.5 STOREY BUILDING UNDER 11.0M HEIGHT		3.0 STOREY BUILDING UNDER 11.0M HEIGHT	
PARKING		PARKING	
3 STALLS PER UNIT PROVIDED = 2 INSIDE (TANDEM) + 1 ON GRADE STALL		4 STALLS PER UNIT PROVIDED = 2 INSIDE SIDE BY SIDE + 2 ON GRADE STALL	



DRAWING NO: of 1	REVISIONS	DATE	NO.	DESIGNED BY:	KJU	CLIENT: GLENNI ROGERS PROJECT TITLE: FOUR PLEX 11384 207th STREET	 ABOVE GRADE CONSULTING INC. DESIGN AND DEVELOPMENT SOLUTIONS kjurati@gmail.com 778-240-0909
	XXXX						
				DRAWN BY:	KJU	DRAWING TITLE: SITE PLAN STATS	
				SCALE:	AS NOTED		
				DATE:	18DEC17		
	E-FILE NAME						

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. 7423-2018
10386 240 Street and 24028, 24022 and 24060 104 Avenue

MEETING DATE: January 30, 2018
FILE NO: 2017-510-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property from RS-2 (One Family Suburban Residential) to RM-1 (Townhouse Residential) for approximately 32 townhouses. To proceed further with this application additional information is required as outlined below.

The applicant wishes to take advantage of the Density Bonus option in the Albion Area Plan, enabling the maximum Floor Space Ratio (FSR) to be increased from 0.60 to 0.75 in exchange for making a Density Bonus Amenity Contribution in accordance with Section 602.9 (1) of the Zoning Bylaw. This amenity fee is \$3,100 per unit for a total of \$99,200.

The project is also subject to the City-wide Community Amenity Contribution Program requiring the additional amenity fee of \$4,100 per townhouse unit totalling \$131,200 to be contributed as a rezoning condition.

RECOMMENDATIONS:

That Zone Amending Bylaw No. 7423-2018 be given first reading; and

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

DISCUSSION:

a) Background Context:

Applicant: Jodh Sinjh Dahliwal

Legal Description: Lot "A" Section 3 Township 12 Plan NWP21769
Lot "B" Section 3 Township 12 Plan NWP1769
Lot "B" Section 3 Township 12 Plan NWP 13554
East Half Parcel "D" (Ref Plan 7139) NE Quarter Section;

OCP:

Existing: Medium Density Residential
Proposed: Medium Density Residential

Zoning:

Existing:	RS-2 (One Family Suburban Residential)
Proposed:	RM-1 (Townhouse Residential)

Surrounding Uses:

North:	Use:	Residential
	Zone:	RS-2 (One Family Suburban Residential)
		The lands are under rezoning for the new elementary school and community centre planned for Albion (2017-291-RZ)
South:	Designation:	Medium Density Residential
	Use:	Vacant
	Zone:	RS-2 (One Family Suburban Residential)
		Under rezoning to R-3 (Special Amenity Residential District)
East:	Designation:	Medium Density Residential
	Use:	Townhouse
	Zone:	RM-1 (Townhouse Residential)
West:	Designation:	Medium Density Residential
	Use:	Townhouse
	Zone:	RM-1 (Townhouse Residential)
	Designation:	Urban Residential

Existing Use of Property:	Residential and Vacant
Proposed Use of Property:	Townhouse
Site Area:	0.572 HA
Access:	240A Street (to be extended through subject site as part of rezoning)
Servicing requirement:	Urban Standard

b) Site Characteristics:

The subject site consists of the four (4) properties located at 10386 240 Street and 24028, 24022 and 24060 104 Avenue. The site is generally flat, with the western part sloping down to 240 Street and 104 Avenue. There are structures on the two western most lots and the site is well treed except for the existing or former home sites. The property to the south is under development for 13 R-3 zoned lots (2016-069-RZ). The alignment of 240A Street has been coordinated between the subject application and the one to the south, allowing 240A Street to be extending to 104 Avenue.

c) Project Description:

The proposal is for approximately 31 townhouses. The site will be bisected by 240A Street, such that 22 of the townhouse units will be on the west side and 9 units will be on the east side. There will be 6 townhouse block, two (2) containing six (6) townhouse units, three (3) containing five (5) townhouse units and one (1) containing four (4) townhouse units. An outdoor open space (play area) and 6 visitor parking spaces are shown in the preliminary site plan.

The site has a fair number of mature trees. Their retention will be reviewed and the layout may be adjusted as part of the detailed submission for a future second reading report.

At this time the current application has been assessed to determine its compliance with the Official Community Plan (OCP) and provide a land use assessment only. Detailed review and comments will need to be made once full application packages have been received. A more detailed analysis and a

further report will be required prior to Second Reading. Such assessment may impact proposed lot boundaries and yields, OCP designations and Bylaw particulars, and may require application for further development permits.

d) Planning Analysis:

Official Community Plan:

The development site is located within the Albion Area Plan and is currently designated Medium Density Residential.

The applicant intends to take advantage of the Albion Area Community Amenity Program and Density Bonus Framework in Section 10.2.2 of the Albion Area Plan, which provides as follows:

Albion Plan Policy 10 - 6 Where the density bonus option is utilized in a multi-family development, the density bonus framework provisions established in the Maple Ridge Zoning Bylaw will apply to all dwelling units that exceed the base density permitted in the zone, in addition to the city-wide Community Amenity Program established in Official Community Plan Section 2.1.2 Compact and Unique Community.

Albion Plan Policy 10 - 7 Maple Ridge Council may consider Density Bonuses as part of the development review process for Albion Area Plan amendment applications seeking a land use designation change that would permit a higher density than currently permitted.

Policies applicable to this project with respect to detailed information to be provided at later stages of this application include the following:

Being on a prominent corner and stretch of 104 Avenue, the following will be explored with the applicant to be reflected in detailed plans:

OCP Policy 3 - 4 To foster a sense of community and neighbourhood identity, Maple Ridge will encourage:

- c) special streetscapes for individual neighbourhoods;
- f) neighbourhood identification through distinctive streetscape elements;
- i) perimeters and gateways to neighbourhoods through improved urban design elements and appropriate transition spaces at the edges of neighbourhoods;

The subject site is on a prominent corner of 104 Avenue and 240 Street, a stretch of 104 Avenue across from a future elementary school / community centre and a gateway into this emerging neighbourhood with construction of 240A Street. Consequently, through the above policy, the applicant will be asked to pay greater attention to providing distinctive design elements for the corner buildings and open space at the corners, as well as achieving a strong pedestrian flavour for those units facing 104 Street.

A reduced setback for the units to 104 Avenue may be one of the design elements that could be supported.

Citywide Community Amenity Program:

The City-wide Community Amenity (CAC) Program approved by Council on March 14, 2016 and amended on December 14, 2017, applies to this project. A voluntary contribution of \$4,100 per townhouse unit totalling \$131,200 is required for this project before final reading.

Zoning Bylaw:

The current application proposes to rezone the properties located at 10386 240 Street and 24028, 24022 and 24060 104 Avenue from RS-2 (One Family Suburban Residential) to RM-1 (Townhouse Residential) to permit 31 townhouse units. There are setback variances required to accommodate the curving street and for the long and shallow site. Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Development Permits:

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

Advisory Design Panel:

A Multi-Family Development Permit is required and must be reviewed by the Advisory Design Panel prior to Second Reading.

Development Information Meeting:

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

e) Interdepartmental Implications:

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

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

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

This application has not been forwarded to the Engineering Department for comments at this time; therefore, an evaluation of servicing requirements has not been undertaken. We anticipate that this evaluation will take place between First and Second Reading.

f) Development Applications:

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

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

In addition, sufficient information and details will be required respecting the following:

- a stormwater / rainwater management strategy achieve each of the 3 tiers, including measures for infiltration and water quality improvements such as bio-filtration, soil amendment, rain gardens and exfiltration;
- a design recognising the property is a highly prominent corner site and at an entrance to an emerging new neighbourhood;
- achieving a strong pedestrian streetscape for each individual street-fronting townhouse, including siting relation to the street; and
- information concerning tree management / retention and site grading.

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

CONCLUSION:

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

"Original signed by Adrian Kopystynski"

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

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

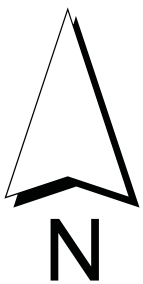
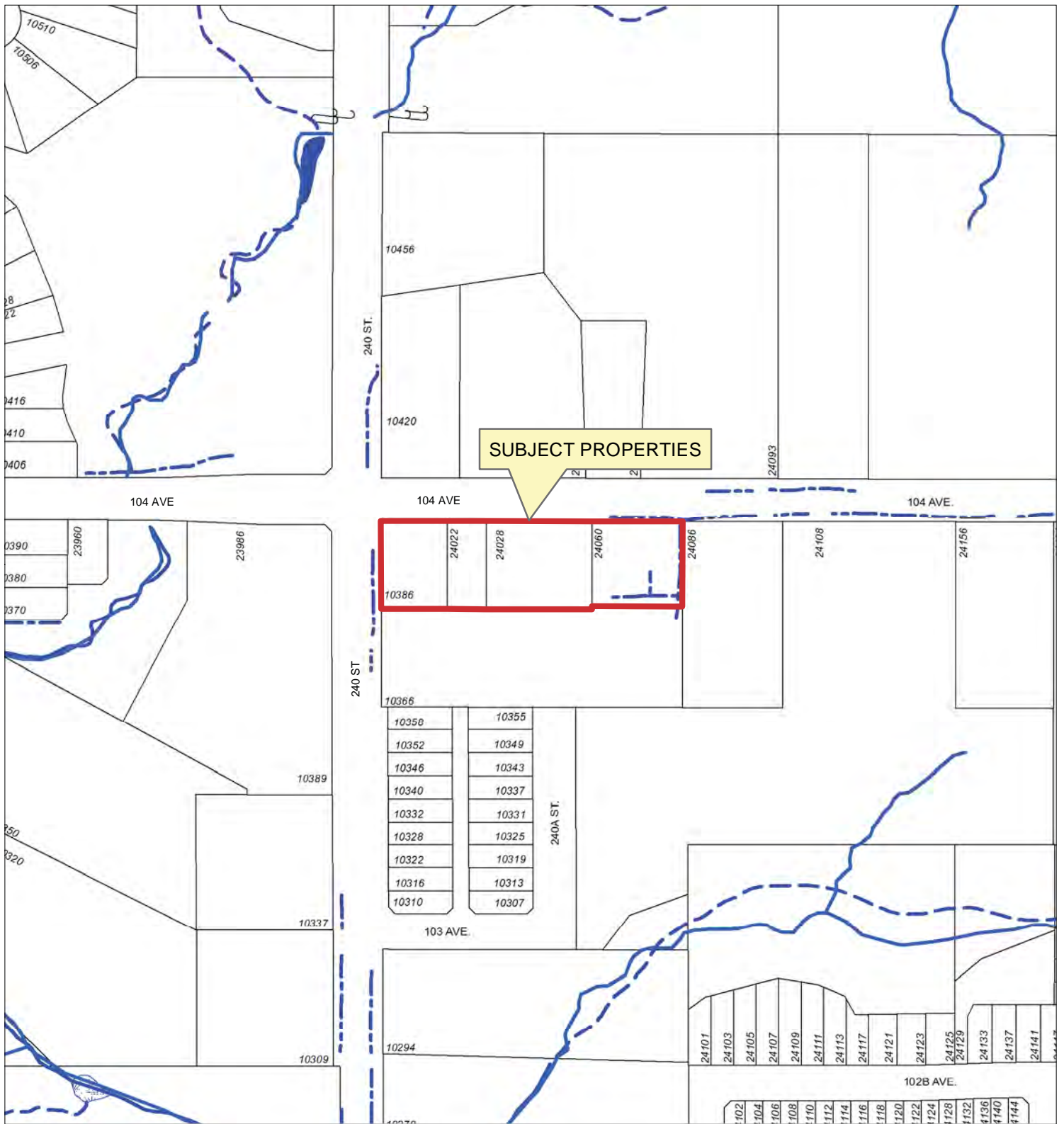
The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map








Appendix C – Zone Amending Bylaw No. 7423-2018

Appendix D – Proposed Site Plan



Scale: 1:2,500

Legend

-  Stream
-  Ditch Centreline
-  Edge of Marsh
-  Indefinite Creek
-  River Centreline
-  Lake or Reservoir
-  Marsh

10386 240 STREET,
24022/28/60 104 AVENUE

PLANNING DEPARTMENT



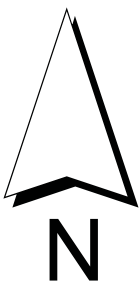
MAPLE RIDGE

British Columbia

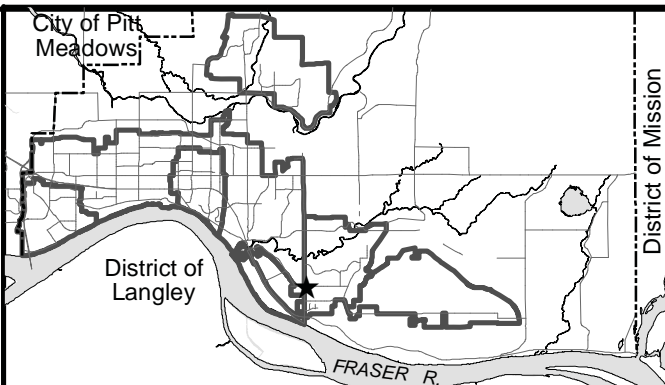
mapleridge.ca

FILE: 2017-510-RZ
DATE: Nov 1, 2017

BY: PC



Scale: 1:2,500



10386 240 STREET,
24022/28/60 104 AVENUE



FILE: 2017-510-RZ
DATE: Nov 1, 2017

BY: PC

APPENDIX C

**CITY OF MAPLE RIDGE
BYLAW NO. 7423-2018**

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7423-2018."

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

Lot "A" Section 3 Township 12 New Westminster District Plan 21769
 Lot "B" Section 3 Township 12 New Westminster District Plan 21769
 East Half Parcel "D" (Reference Plan 7139) North West Quarter Section 3 Township 12
 New Westminster District
 Lot "B" Section 3 Township 12 New Westminster District Plan 13554

and outlined in heavy black line on Map No.1746 a copy of which is attached hereto and forms part of this Bylaw, is/are hereby rezoned to RM-1 (Townhouse Residential).

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

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

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

PUBLIC HEARING held the day of , 20

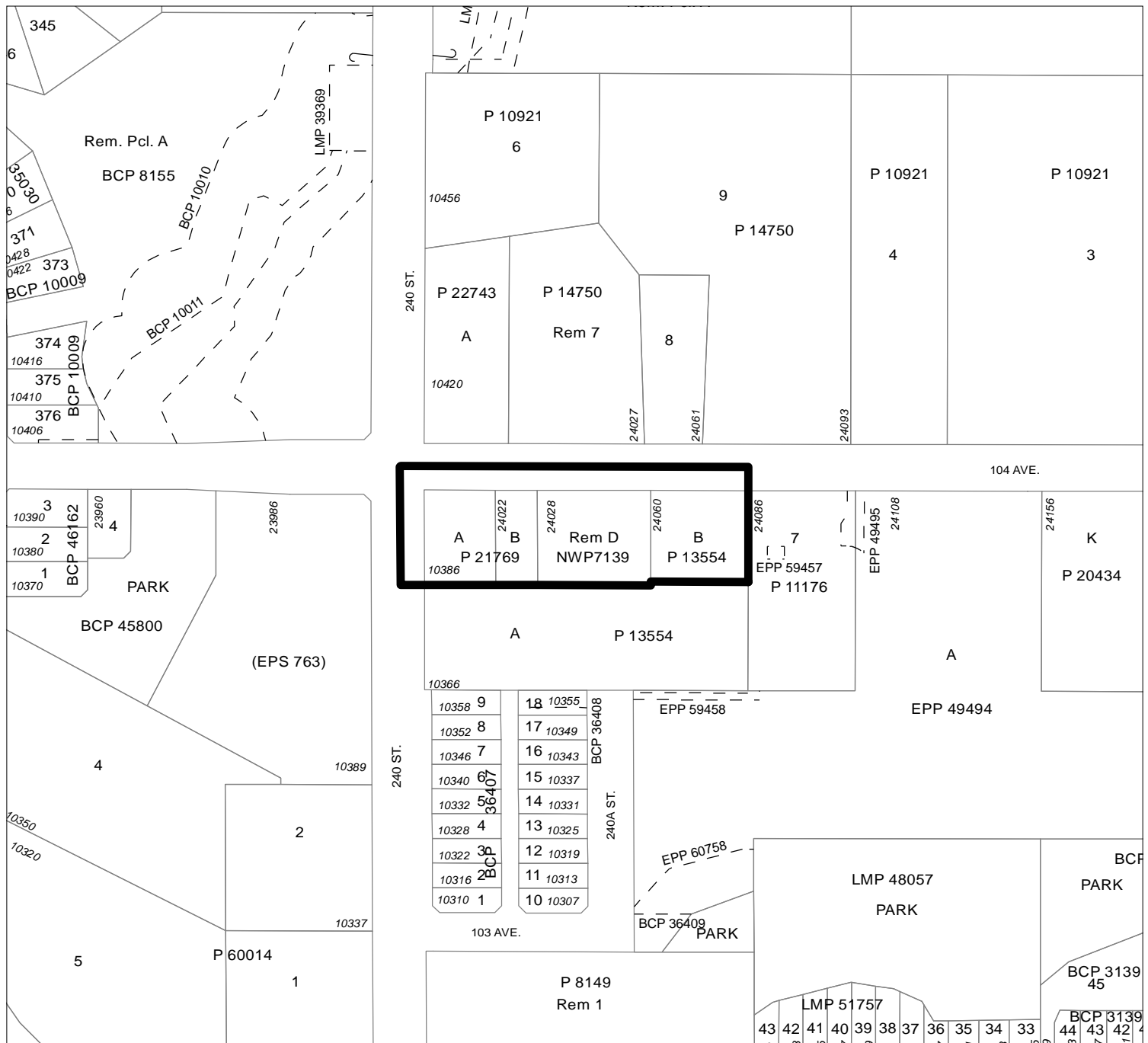
READ a third time the _____ day of _____, 20_____

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

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7423-2018

Map No. 1746

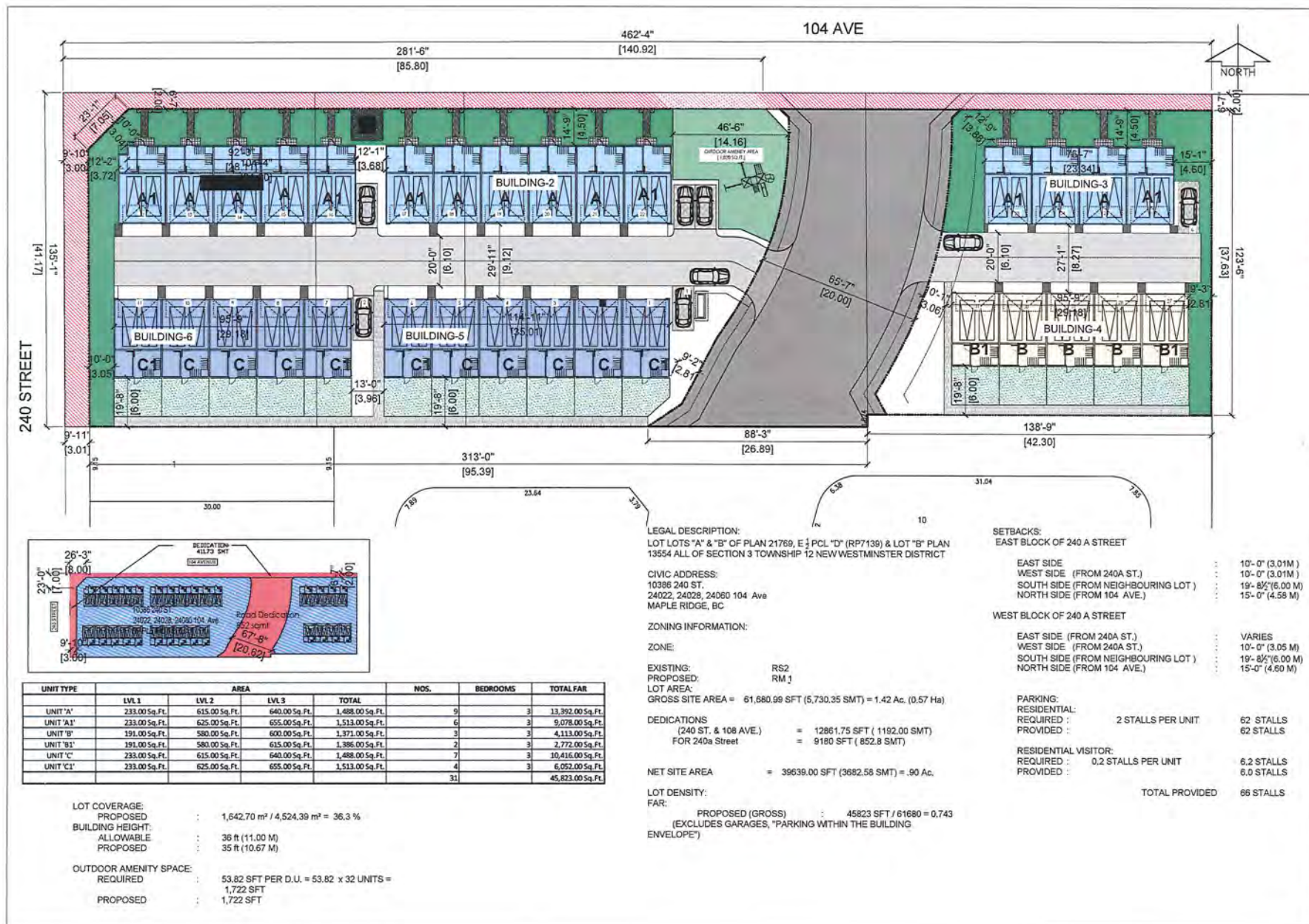
From: RS-2 (One Family Suburban Residential)

To: RM-1 (Townhouse Residential)



SCALE 1:2,500

APPENDIX D



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. 7422-2018
11701, 11709, 11715, 11723 and 11731 Fraser Street

MEETING DATE: January 30, 2018
FILE NO: 2017-572-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application has been received to rezone one property with five addresses (11701, 11709, 11715, 11723 and 11731 Fraser Street) located on the former Northumberland Court strata property, from RM-1 (Townhouse Residential) to RM-2 (Medium Density Apartment Residential). For the purposes of this report, this site will be referred to as “the Subject Property” to avoid repetition.

This rezoning would allow the Subject Property and the property to the west located at 11718 224 Street (already zoned RM-2) to both be developed as an apartment project. There would be 25 apartments at 11818 224 Street and another 55 on the Subject Site, for a total of 80 dwelling units. The two apartment buildings would share a single underground parking building as well as vehicle access from Fraser Street.

The proposed RM-2 zone requires the Subject Property to be redesignated from Ground-Oriented Multi-Family to Low-Rise Apartment. To proceed further with this application additional information is required as outlined below. Pursuant to Council policy, this application is also subject to the Community Amenity Contribution Program.

RECOMMENDATIONS:

In respect of Section 475 of the *Local Government Act*, requirement for consultation during the development or amendment of an Official Community Plan, Council must consider whether consultation is required with specifically:

- i. The Board of the Regional District in which the area covered by the plan is located, in the case of a Municipal Official Community Plan;
- ii. The Board of any Regional District that is adjacent to the area covered by the plan;
- iii. The Council of any municipality that is adjacent to the area covered by the plan;
- iv. First Nations;
- v. Boards of Education, Greater Boards and Improvements District Boards; and
- vi. The Provincial and Federal Governments and their agencies.

and in that regard it is recommended that no additional consultation be required in respect of this matter beyond the early posting of the proposed Official Community Plan amendments on the City's website, together with an invitation to the public to comment, and;

That Zone Amending Bylaw No. 7422-2018 be given first reading; and

That the applicant provide further information as described on Schedules A C, D and E of the Development Procedures Bylaw No. 5879–1999, and the additional information described in the report dated January 30, 2018.

DISCUSSION:

a) Background Context:

Applicant:	Atterra Development Group Ltd. (Trisha Firth)
Legal Description:	Strata Lots 1 through 20 District Lot 398 Group 1 NWD Strata Plan NW8
OCP:	
Existing:	Ground-Oriented Multi-Family
Proposed:	Low-Rise Apartment
Zoning:	
Existing:	RM-1 (Townhouse Residential)
Proposed:	RM-2 (Medium Density Apartment Residential)
Surrounding Uses:	
North:	Use: Apartments Zone: RM-2 (Medium Density Apartment Residential) C-3 (Town Centre Commercial)
South:	Designation: Low-Rise Apartment and Town Centre Commercial Use: Residential (these lands are subject to a Land Use Inquiry application of Apartment development) Zone: RM-1 (Townhouse Residential) RS-1 (One Family Urban Residential)
East:	Designation: Ground-Oriented Multi-Family Use: Street Townhouse and Residential Zone: RM-2 (Medium Density Apartment Residential) RS-1 (One Family Urban Residential)
West:	Designation: Ground-Oriented Multi-Family Use: Apartment and vacant lot (to be consolidated with subject site) Zone: RM-2 (Medium Density Apartment Residential) Designation: Low-Rise Apartment
Existing Use of Property:	Vacant
Proposed Use of Property:	Apartment
Site Area:	0.354 HA. (future combined site 0.464 HA.)
Access:	Fraser Street
Servicing requirement:	Urban Standard

b) Site Characteristics:

This Subject Property and the lot at 11718 224 Street, are vacant. The Subject Property slopes to the south and southwest with scattered trees in southwest. This was once the Northumberland Court site, containing 20 strata units in five buildings, with each building with its own Fraser Street address. All the buildings were demolished in 2009 as a condition to proceed with an earlier development application that did not complete and lapsed.

The site also has a statutory right-of-way for an underground hydro or gas utility that will need to be considered by the applicant in the future development of the site.

c) Project Description:

This project is to rezone one property with five addresses (11701, 11709, 11715, 11723 and 11731 Fraser Street) that for the purposes of this report, this site will be referred to as “the Subject Property” to avoid repetition.

The Subject Property is proposed to be rezoned from RM-1 (Townhouse Residential) to RM-2 (Medium Density Apartment Residential). Once completed, this would allow the Subject Property and the neighbouring lot to the west, located at 11718 224 Street (already zoned RM-2), to both be developed as an apartment project. It would consist of one building with 55 units on the Subject Property and a second building with 25 units on the adjacent site that is already zoned, for a total of 80 dwelling units. Vehicle access is proposed off Fraser Street to serve both apartment buildings, with parking accommodated in a shared underground parking structure on top of which the two 4-storey apartment buildings would be located.

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

d) Planning Analysis:

Official Community Plan:

The development site is located within the Town Centre Area Plan (the “TCA Plan”) and is currently designated Ground-Oriented Multi-Family. To accommodate the proposed RM-2 (Medium Density Apartment Residential) zoning for this apartment project, the site will require a re-designation from Ground-Oriented Multi-Family to Low-Rise Apartment.

The proposed re-designation will support the proposed RM-2 (Medium Density Apartment Residential) zoned apartment buildings as follows:

- The Zoning Matrix for the Town Centre Area Plan allows the RM-2 (Medium Density Apartment Residential) in the Low-Rise Apartment designation;
- Town Centre Area (TCA) Plan Policy 3-22 for Low-Rise Apartments states that all Low-Rise Apartment development should be a minimum of 3 storeys and a maximum of 5 storeys in height. The description of the designation encourages an apartment form where units are accessed from an internal corridor and residential parking is provided underground. The preliminary site plan and design are fully compliant; and
- A similar project is being considered by Council to the south at 11656 224 Street.

As part of negotiation, staff will attempt to secure under OCP Policies the following items:

- That the unit mix be improved to include 3 bedroom units and some creative form of housing like lock-off suites. The latter is in line with OCP Policy 3-29 recognising that secondary suites can provide affordable and / or rental housing in the community;
- That a portion of the units be designed in accordance with Section 3.8.5 of the BC Building Code and SAFERHome Standards to achieve Adaptive Housing. This is encouraged by OCP Policy 3-33 to incorporate the “age-in-place” concept in the community;
- That public art be incorporated into the project. TCA Policy 3-14 speaks to incorporating public art in outdoor spaces and has also been incorporated into building architecture as well; and
- Subject to best practices related to the Escarpment Area Policy, have stormwater management such as bio-filtration and rain gardens integrated into the landscaping plans for this project. This would be in accordance with OCP Policy 2-10 encouraging appropriate storm management works be encouraged.
- That sustainable measure be incorporated into the project, such as those encouraged by OCP Policy 2-20 (Energy Efficient Design), OCP Policy 2-22 and OCP TCA Development Permit Guidelines (Green Technologies, Gray Roof, etc.) and other works like energy efficient appliance, low flush toilets, etc.
- Rental or Affordable Housing subject to a Housing Agreement, if desired by Council.

The outcome of these negotiations will be reported in Council at second reading.

Recognising at this stage, the preliminary assessment of the project has concluded that once re-designated, this project will be compliant with the Town Centre Area Plan with respect to land use and density

Housing Action Plan (HAP)

The Housing Action Plan (HAP), which was endorsed by Council in September, 2014 identified rental housing as a priority. The HAP also speaks of the need to provide a range of non-market, affordable and special needs housing. This was reaffirmed with the endorsement of the Housing Action Plan Implementation Framework in September, 2015.

If desired by Council, staff could engage the applicant to consider rental or affordable housing, subject to a Housing Agreement. In this manner, this project could meet some of the objectives of the Housing Action Plan. Among the objective staff is pursuing are: a better mix of units, including three bedroom apartments, lock-off suites and adaptive housing units. More information and details will be made available to Council in the future second reading report.

Citywide Community Amenity Program:

The City-wide Community Amenity (CAC) Program approved by Council on March 14, 2016 and amended on December 12, 2017, applies to this project. Further details will be provided in the second reading report about the voluntary contribution required to be submitted prior to final adoption.

Zoning Bylaw:

The current application proposes to rezone the Subject Property from RM-1 (Townhouse Residential) to RM-2 (Medium Density Apartment Residential) to permit 80 apartments in two buildings to be constructed. There may be some setback variances required along the rear portion of Subject Property and for the side lot lines due to the narrowness of the lot at 11718 224 Street. Any

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

Development Permits:

Pursuant to Section 8.11 of the OCP, a Town Centre Development Permit (North and South View) application is required for all multifamily residential, flexible mixed use and commercial development located in the Town Centre.

The overall project may be subject to two development permits. For the Subject Property, the development permit would be issued concurrently with the rezoning to RM-2. For the portion of the development project on lands already zoned RM-2 at 11718 224 Street, the applicant may proceed with a separate development permit and coordinate the two projects.

Advisory Design Panel:

A Town Centre (North and South View) Development Permit is required and must be reviewed by the Advisory Design Panel prior to Second Reading.

Development Information Meeting:

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

e) Interdepartmental Implications:

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

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

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

This application has not been forwarded to the Engineering Department for comments at this time; therefore, an evaluation of servicing requirements has not been undertaken. We anticipate that this evaluation will take place between First and Second Reading.

f) Development Applications:

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

1. An OCP Application (Schedule A);
2. A complete Rezoning Application (Schedule C);
3. A Town Centre Development Permit Application (Schedule D); and
4. A Development Variance Permit (Schedule E).

In addition, sufficient information is to be provided to address the matters outlined earlier in this report, including:

- Extinguishing the Strata Plan as may be required by the Approving Officer;
- Consolidating the subject site with the adjacent lot at 11718 224 Street;
- Having a health unit mix, including 3 bedroom units and some creative form of housing like lock-off suites;
- Adaptive Housing (Section 3.8.5 of the BC Building Code and SAFERHome Standards);
- Rental or Affordable Housing subject to a Housing Agreement, if desired by Council;
- Public Art;
- Stormwater Management; and
- Sustainable Practices to be incorporated.

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

CONCLUSION:

With a re-designation from Ground-Oriented Multi-Family to Low-Rise Apartment designation, this development proposal will be in compliance with the OCP, therefore, it is recommended that Council grant First Reading subject to additional information being provided and assessed prior to Second Reading.

“Original signed by Adrian Kopystynski”

Prepared by: Adrian Kopystynski
Planner

“Original signed by Christine Carter”

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

“Original signed by Frank Quinn”

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

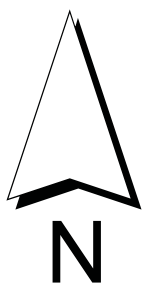
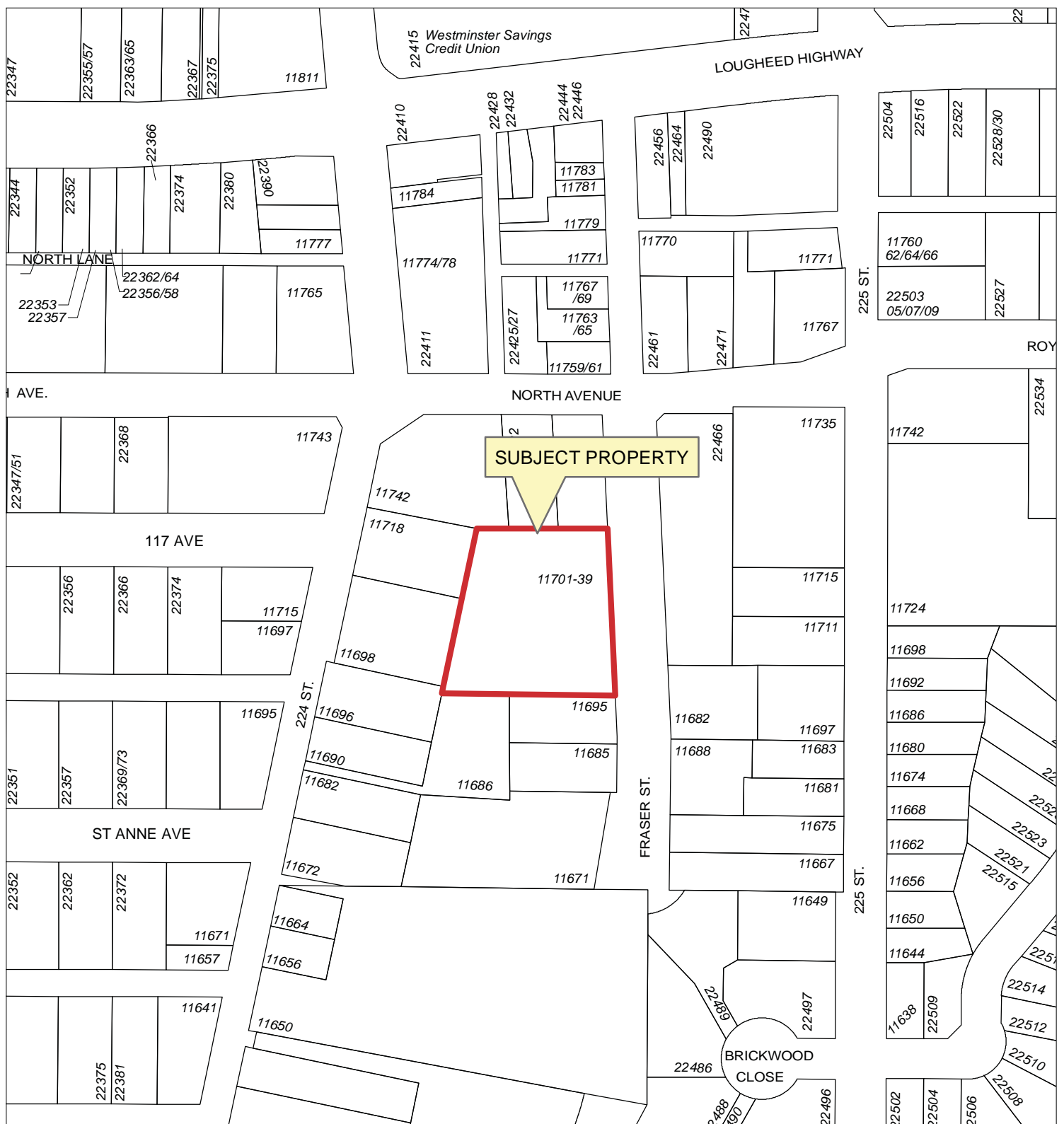
“Original signed by Paul Gill”

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

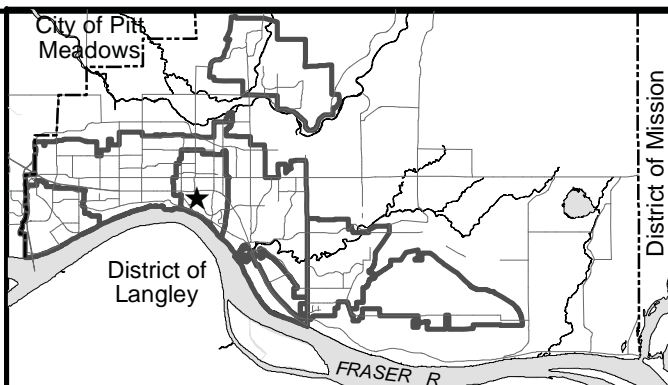
The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7422-2018
Appendix D – Proposed Site Plan

APPENDIX A



Scale: 1:2,000



11701, 11709, 11715, 11723,
11731 FRASER STREET

PLANNING DEPARTMENT



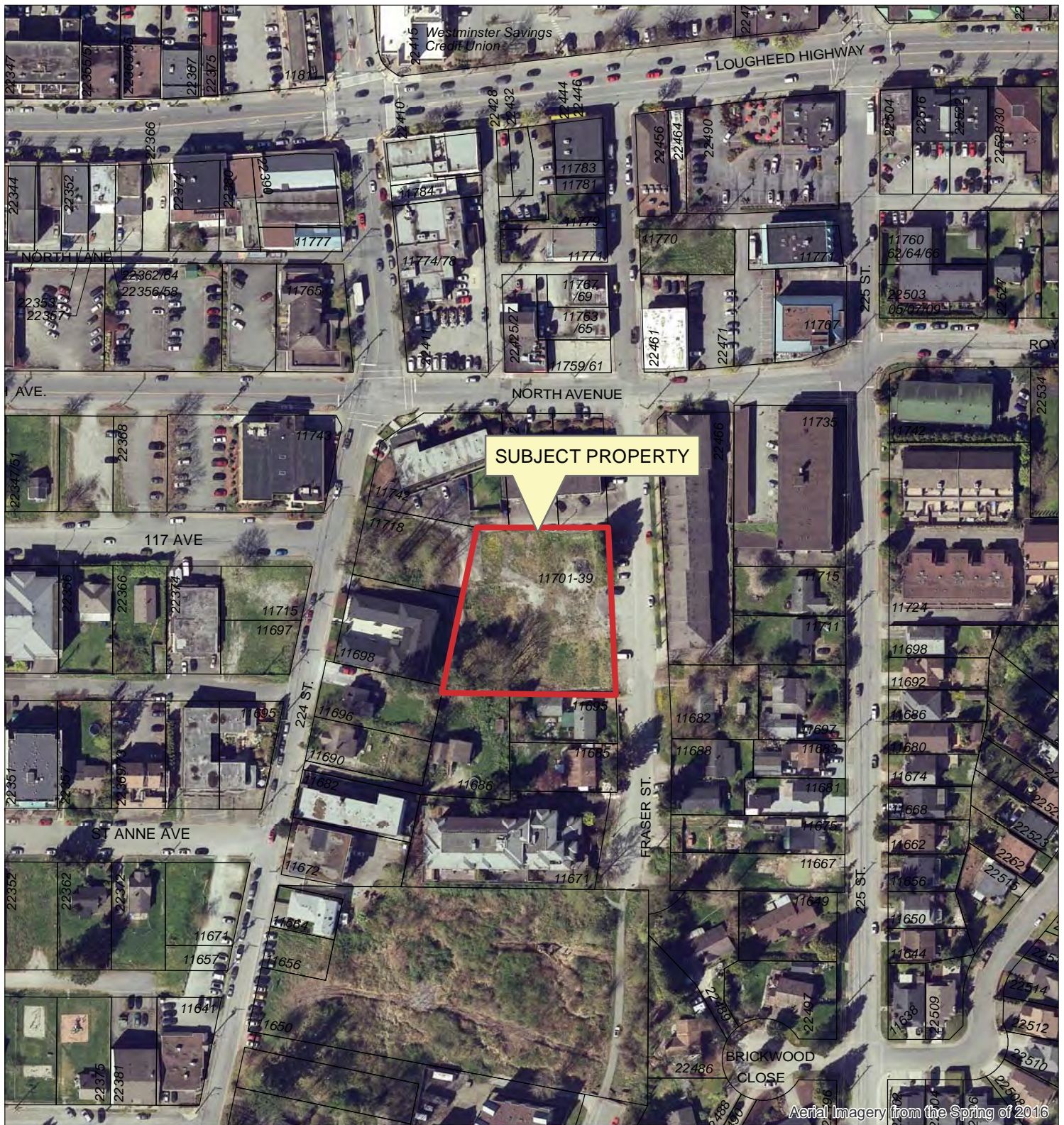
MAPLE RIDGE

British Columbia

mapleridge.ca

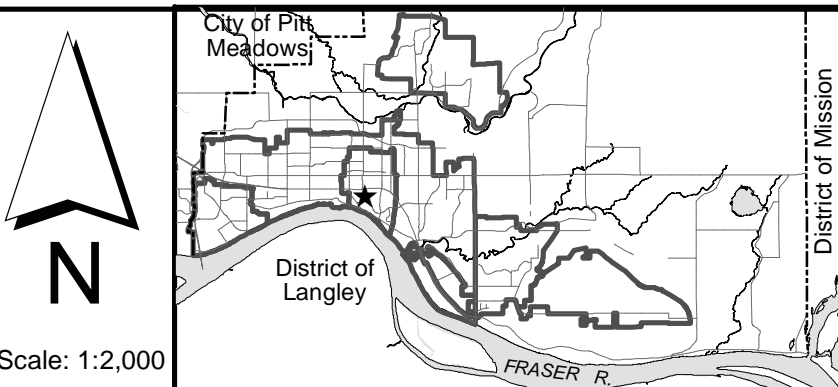
FILE: 2017-572-RZ
DATE: Dec 8, 2017

BY: PC



SUBJECT PROPERTY

Aerial Imagery from the Spring of 2016



Scale: 1:2,000

11701, 11709, 11715, 11723,
11731 FRASER STREET

PLANNING DEPARTMENT



mapleridge.ca

FILE: 2017-572-RZ
DATE: Dec 8, 2017

BY: PC

CITY OF MAPLE RIDGE BYLAW NO. No 7422-2018

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7422-2018.

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

Strata Lots 1 through 20 District Lot 398 Group 1 NWD Strata Plan NW8

and outlined in heavy black line on Map No.1745 a copy of which is attached hereto and forms part of this Bylaw, is/are hereby rezoned to RM-2 (Medium Density Apartment Residential).

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

READ a first time the day of , 20

READ a second time the day of , 20

PUBLIC HEARING held the day of , 20

READ a third time the day of , 20

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

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



SCALE: 3/ 32" = 1'-0"

11731 FRASER STREET & 11718 224th STREET, MAPLE RIDGE, BC

ATTERRA DEVELOPMENT INC.
ATELIER PACIFIC ARCHITECTURE INC.
NOVEMBER 17, 2017



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. 7421-2018
22866 128 Avenue

MEETING DATE: January 30, 2018
FILE NO: 2017-580-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 22866 128 Avenue, from RS-2 (One Family Suburban Residential) to R-1 (Residential District) to permit subdivision into approximately six single-family residential lots. To proceed further with this application additional information is required as outlined below. Pursuant to Council Policy 6.31, this application is subject to the Community Amenity Contribution charge of approximately \$30,600 (\$5,100 per lot).

RECOMMENDATIONS:

That Zone Amending Bylaw No. 7421-2018 be given first reading; and

That the applicant provide further information as described on Schedules B of the Development Procedures Bylaw No. 5879-1999, along with the information required for a Subdivision application.

DISCUSSION:

a) Background Context:

Applicant: Florwest Homes

Legal Description: Lot 52 Section 20 Township 12 Plan 40879

OCP:

Existing:	Urban Residential
Proposed:	Urban Residential

Zoning:

Existing:	RS-2 (One Family Suburban Residential)
Proposed:	R-1 (Residential District)

Surrounding Uses:

North:	Use:	Single-Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Urban Residential

South:	Use:	Single-Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential
East:	Use:	Single-Family Residential
	Zone:	RS-2 (One Family Suburban Residential)
	Designation:	Urban Residential
West:	Use:	Single-Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential
Existing Use of Property:		Single-Family Residential
Proposed Use of Property:		Single-Family Residential
Site Area:		0.40 ha (1 acre)
Access:		128 Avenue and a new local road
Servicing requirement:		Urban Standard

b) Site Characteristics:

The subject property is approximately one acre in size and is bound by urban sized single-family lots to the north, west and south, and a one acre single-family property to the east (see Appendix B). The subject property is relatively flat with no steep slopes or watercourses. A few trees are located on the northern, central and eastern sections of the subject property.

c) Project Description:

The applicant proposes to rezone the subject property from RS-2 (One Family Suburban Residential) to R-1 (Residential District) to permit future subdivision into approximately six single-family residential lots. Access to the proposed lots will be provided from 128 Avenue and a new local road (see Appendix D).

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

d) Planning Analysis:

Official Community Plan:

The OCP designates the property *Urban Residential*, and development of the property is subject to the *Major Corridor Residential Infill* policies of the OCP. These policies require that development be compatible with the surrounding neighbourhood, with particular attention given to site design setbacks and lot configuration with the existing pattern of development in the area. The proposed rezoning to R-1 (Residential District) is in conformance with the *Urban Residential* designation and *Major Corridor Residential Infill* policies.

Zoning Bylaw:

The current application proposes to rezone the subject property located at 22866 128 Avenue from RS-2 (One Family Suburban Residential) to R-1 (Residential District) to permit subdivision into approximately six single-family residential lots. The minimum lot size for the current RS-2 (One Family Suburban Residential) zone is 0.4 ha (1 acre), and the minimum lot size for the proposed R-1 (Residential District) zone is 371 m². Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

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; and
- g) Canada Post

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

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

f) Development Applications:

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

1. A complete Rezoning Application (Schedule B); and
2. A Subdivision Application.

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

CONCLUSION:

The development proposal is in compliance with the OCP, therefore, it is recommended that Council grant first reading subject to additional information being provided and assessed prior to second reading.

The proposed layout has not been reviewed in relation to the relevant bylaws and regulations governing subdivision applications. Any subdivision layout provided is strictly preliminary and must be approved by the City of Maple Ridge's Approving Officer.

"Original signed by Adam Rieu"

Prepared by: Adam Rieu
Planning Technician

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

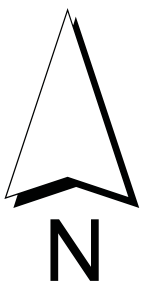
Approved by: Frank Quinn, MBA, P. Eng
GM: Public Works & Development Services

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer







The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7421-2018
Appendix D – Proposed Site Plan



Scale: 1:2,500

Legend

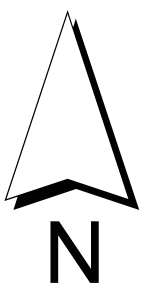
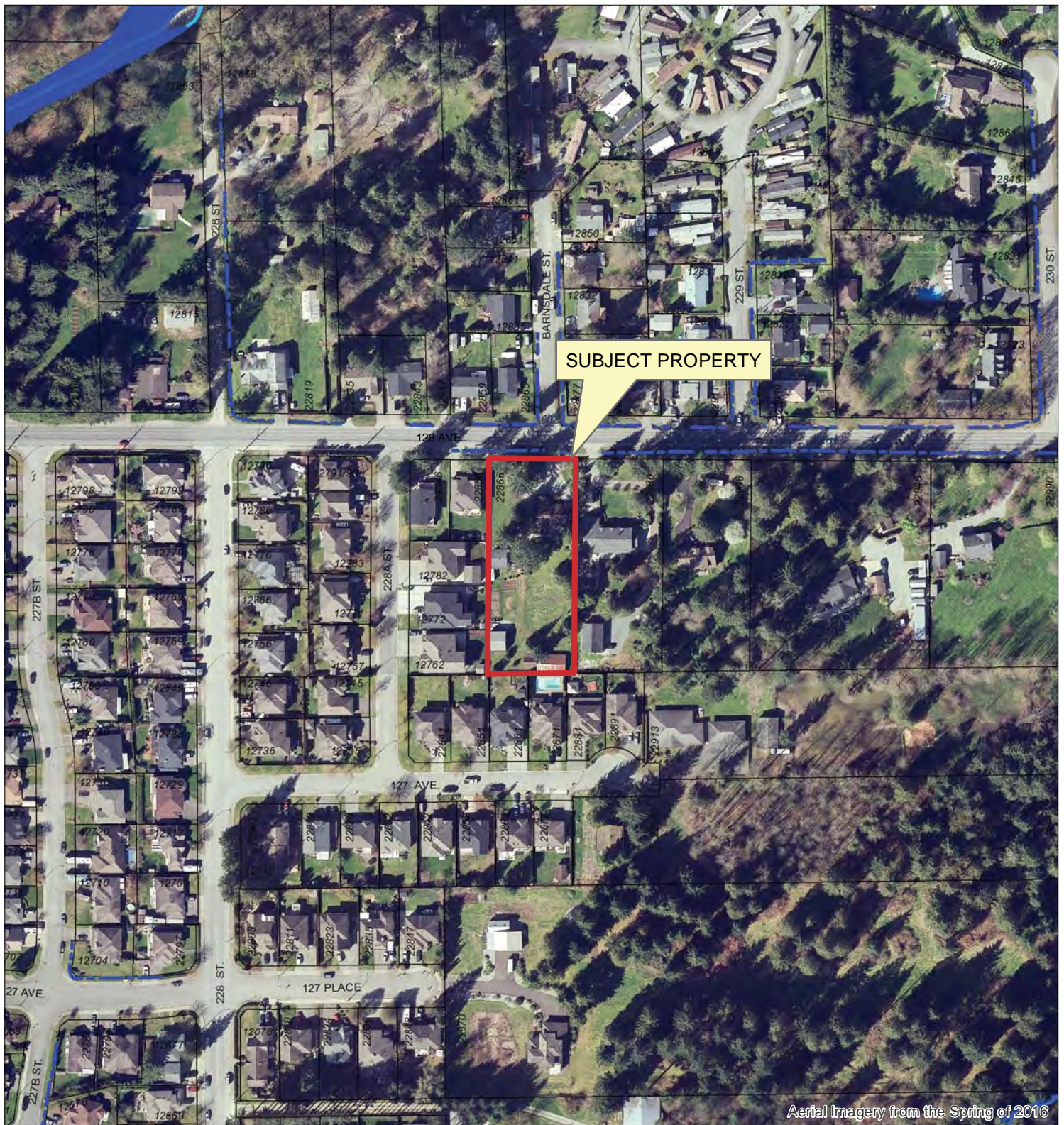
-  Stream
-  Ditch Centreline
-  Edge of River
-  Indefinite Creek
-  River
-  Major Rivers & Lakes

22866 128 AVENUE

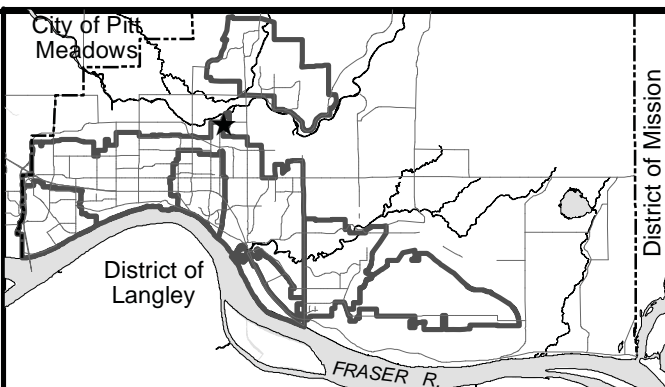


FILE: 2017-580-RZ
DATE: Dec 20, 2017

BY: LP



Scale: 1:2,500



22866 128 AVENUE



FILE: 2017-580-RZ
DATE: Dec 20, 2017

BY: LP

APPENDIX C

**CITY OF MAPLE RIDGE
BYLAW NO. 7421-2018**

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7421-2018."
2. That parcel or tract of land and premises known and described as:

Lot 52 Section 20 Township 12 New Westminster District Plan 40879

and outlined in heavy black line on Map No. 1744 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to R-1 (Residential District).

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

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

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

PUBLIC HEARING held the day of , 20

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

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

PROPOSED R1 ZONING SUBDIVISION ON LOT 52 SEC.20 TP.12 N.W.D. PLAN 40879

Client: FlorWest Development Address: 22866 128 Avenue, MR PID: 005-834-970

B.C.G.S. 92 028

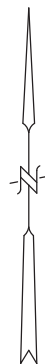
This plan lies within the

Greater Vancouver Regional District

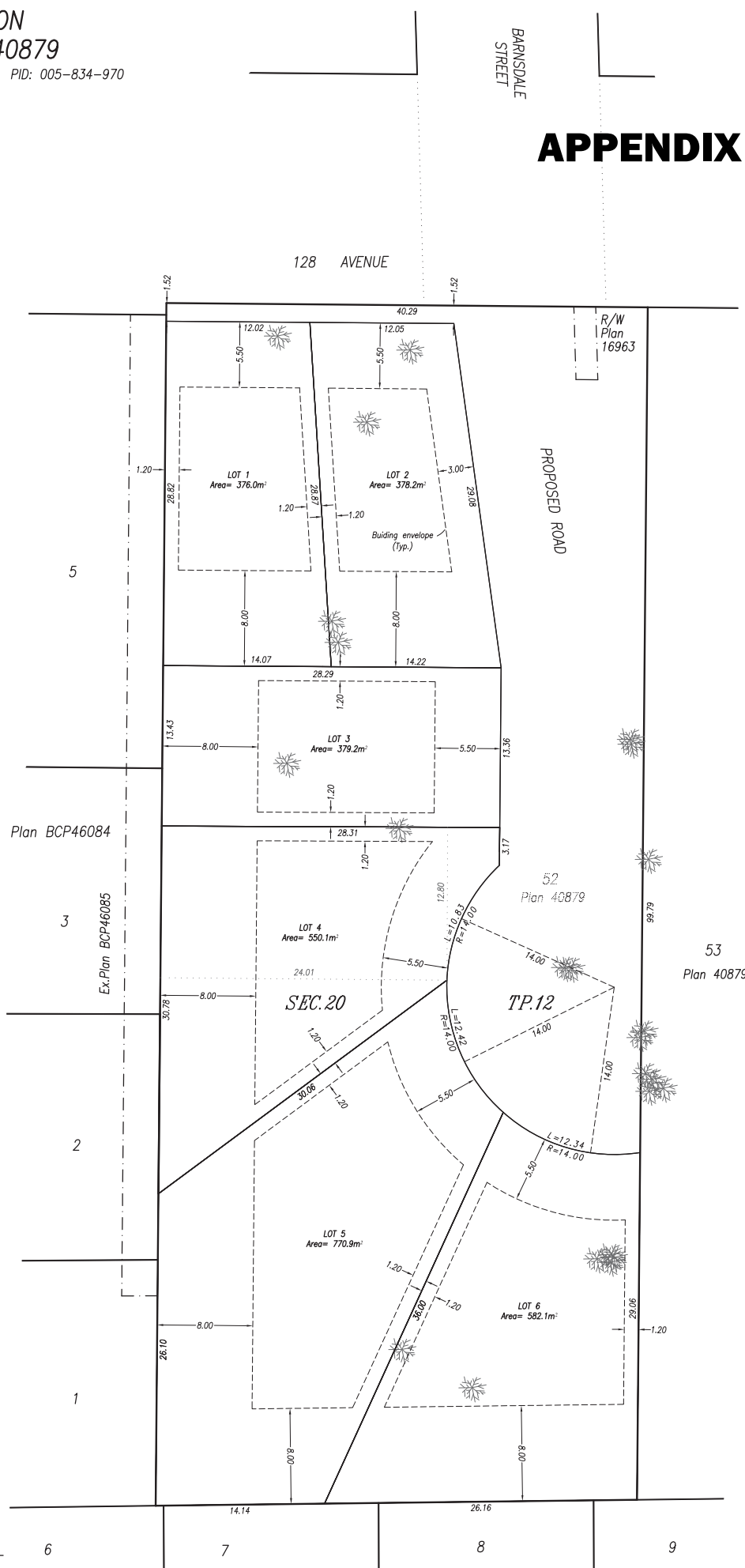
City of Maple Ridge

Scale 1:250

All distances are in metres except where otherwise noted



APPENDIX D



City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First and Second Reading
Zone Amending Bylaw No. 7428-2018

MEETING DATE: January 30, 2018
FILE NO: 2018-022-RZ
MEETING: Council

EXECUTIVE SUMMARY:

On January 9, 2018, Council reviewed a staff report recommending the prohibition of cannabis sales in all zones. In response, Council passed the following resolution:

That City of Maple Ridge staff begin the preparation of a Zoning Bylaw amendment in the form of a bylaw as attached in Appendix III of the staff report dated January 9, 2018 to prohibit the sale of cannabis in any zone.

The proposed zoning bylaw text amendment is appended to this report as Appendix A.

Federal legislation to legalize non-medical cannabis is expected to become law in July 2018. This provision to prohibit cannabis sales should be considered as an interim step until the Provincial government has confirmed details regarding its approach to the retail sale of cannabis. Most importantly, this measure is being used to prevent business operations from being set up in advance of the provincial retail model.

This approach taken is consistent with legal advice given at the 2017 UBCM Convention. Other BC municipalities, such as the City of White Rock, are also following this direction. This proposed amendment will provide Council with an opportunity to consider appropriate land use options for the sale of cannabis once the Provincial retail model is made clear.

RECOMMENDATION:

That Maple Ridge Zone Amending Bylaw No. 7428-2018 be given First and Second Reading and be forwarded to Public Hearing.

BACKGROUND:

1) PROJECT DESCRIPTION:

It is generally understood that the proposed Federal legislative changes are in process to make the recreational use and sale of cannabis legal. However, in advance of a provincial cannabis retail framework, it is a challenge for local governments to determine the most appropriate municipal

approach to these upcoming changes. In recognition of this challenge, Council has directed that a prohibition be placed on cannabis sales within municipal limits. It is recognized that further Zoning Bylaw amendments may be warranted once there is greater clarity in the Federal and Provincial context regarding this use.

2) PLANNING ANALYSIS:

This proposed amendment to the Zoning Bylaw is an interim regulatory measure. It will provide Council and the community with an opportunity to review appropriate regulations for this particular land use activity, once the Province has presented its regulatory framework. This bylaw is intended to prevent businesses from setting up in contravention of existing bylaws, and ensure that future cannabis retail sales outlets are established in appropriate locations in the municipality.

Currently, cannabis is regulated under the Controlled Drugs and Substances Act and the Access to Cannabis for Medical Purpose Regulations (formerly known as the Marihuana for Medical Purposes Regulations). Under this legislation, there is no provision allowing for the commercial sale or dispensing of cannabis and associated products. The anticipated date for Canadian legalization is July 2018.

Zoning Bylaw:

Most commercial zones in Maple Ridge permit retail sales. In the absence of zoning bylaw regulations, there is a risk that cannabis sales, once legalized, could be established in any of these commercial zones throughout the City, and retain legal non-conforming status once zoning bylaw amendments are made.

The proposed text amendment to the Zoning Bylaw is to be made by adding section (h) below as follows:

Part 4, General Regulations, Section 401 Uses of Land, Buildings and Structures, (3) Prohibited Uses of Land Buildings, and Structures.

The following uses shall be prohibited in all zones.

(h) the retail sale of cannabis.

3) INTERGOVERNMENTAL ISSUES:

Proposed legislative changes to cannabis will involve Federal, Provincial and Local governments. A summary of responsibilities is listed below.

Government of Canada. Under the new legislation, the Federal government is responsible for establishing and maintaining a comprehensive and consistent national framework for regulating production, setting standards for health and safety, and establishing criminal prohibitions.

Province of British Columbia. The Provincial government is authorized to establish a cannabis retail and distribution framework, provided that any sale of cannabis is subject to minimum federal conditions. Greater clarity is expected in the retail model, but so far the Province has confirmed that it will be utilizing the BC Liquor Distribution Branch to provide the wholesale distribution of non-medical cannabis. The retail system is anticipated to combine both private and public sector retail outlets. It is important to consider that the creation of a private retail system could allow existing illegal dispensaries to transition to the legal system and become legal retailers.

Local Government. In establishing proposed bylaw amendments relating to the consumption, cultivation, or retail sale of cannabis, local governments have the responsibility to consider the limits of their jurisdiction under the *Community Charter* and the *Local Government Act*.

In addition, the local government will need to respond to provincial regulations when they become known with appropriate bylaw amendments (either zoning bylaw or business licencing).

Local governments have an added responsibility in ensuring that business licensing fees for cannabis related businesses are a reasonable reflection of the costs of providing the business regulation and licensing service. Revenues generated above these costs cannot currently be re-directed to the local government's general revenues¹.

4) CITIZEN IMPLICATIONS:

Opportunities for public input will be provided through a Public Hearing that will be required prior to adoption of this proposed text amendment, or any future Zoning Bylaw amendments that would require Council approval.

5) INTERDEPARTMENTAL IMPLICATIONS:

As the proposed amendment is proposed as an interim measure prior to a clear Provincial retail framework, it will likely be amended in the future. In the meantime, it strengthens the ability of the Licences and Bylaws Department to provide enforcement services as the use will then clearly be prohibited in the Bylaw.

¹ In March 2017, UBCM requested that the Province consider a tax revenue sharing scheme with local governments to help cover expected cost increases at the local level in regards to regulating legal cannabis use.

CONCLUSION:

As directed by Council on January 9, 2018, the proposed interim bylaw amendment is recommended, to prohibit cannabis sales within the City of Maple Ridge. This will prevent businesses from setting up in contravention of existing bylaws, and will permit the City to consider options for land use regulations once the Provincial government has determined the final model for retail distribution of non-medical cannabis.

“Original signed by Diana Hall

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

“Original signed by Robin MacNair”

**Co- Prepared by: Robin MacNair
Manager of Bylaws and Licensing Services**

“Original signed by Christine Carter”

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

“Original signed by Frank Quinn”

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

“Original signed by Paul Gill”

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

The following appendices are attached hereto:

Appendix A – Zone Amending Bylaw No. 7428-2018

APPENDIX A

CITY OF MAPLE RIDGE
BYLAW NO. 7428-2018

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

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

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

1. This bylaw may be cited as “Maple Ridge Zone Amending Bylaw No. 7428-2018”.
2. Maple Ridge Zoning Bylaw No. 3510-1985 is hereby amended as follows:

PART 4, GENERAL REGULATIONS, SECTION 401 USES OF LAND, BUILDINGS AND STRUCTURES, Subsection (3) Prohibited Uses of Land, Buildings and Structures is amended as follows:

By inserting the following as item (h):

“(h) the retail sale of cannabis”

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

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

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

PUBLIC HEARING held the day of ,20

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

ADOPTED the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Development Variance Permit
20434 Chigwell Street

MEETING DATE: January 30, 2018
FILE NO: 2016-223-DVP
MEETING: Council

EXECUTIVE SUMMARY:

Development Variance Permit application (2016-223-DVP) has been received in conjunction with an application to rezone the subject property from RS-1 One Family Urban Residential to R-1 Residential District and then subdivide into two parcels, retaining existing structures on site. The requested variances are to:

1. Vary the Subdivision and Development Servicing Bylaw to waive the street tree requirement,
2. Vary the Subdivision and Development Servicing Bylaw to reduce the required diameter of pipe for water service provision,
3. Vary the Subdivision and Development Servicing Bylaw to waive the requirement for underground wiring, and
4. Vary the Zoning Bylaw to reduce the interior side yard setback in the R-1 (Residential District) Zone (west property line, non-conformity already exists).

Council will be considering final reading for rezoning application 2016-223-RZ on January 30, 2016.

It is recommended that Development Variance Permit 2016-223-DVP be approved.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2016-223-DVP respecting property located at 20434 Chigwell Street.

DISCUSSION:

a) Background Context

Applicant: Bert G Pogany
Legal Description: D.L.: 279, Plan: NWP114

OCP:
Existing: SFCR (Single-Family & Compact Residential)
Proposed: SFCR (Single-Family & Compact Residential)

Zoning:
Existing: RS-1 (One Family Urban Residential)
Proposed: R-1 (Residential District)

Surrounding Uses:

North:	Use:	Single Family Urban Residential
	Zone:	RS-1 One Family Urban Residential
	Designation:	Single-Family & Compact Residential
South:	Use:	Single Family Urban Residential
	Zone:	RS-1 One Family Urban Residential
	Designation:	Single-Family & Compact Residential
East:	Use:	Sawmill
	Zone:	M-2 General Industrial
	Designation:	Industrial
West:	Use:	Single Family Urban Residential
	Zone:	RS-1 One Family Urban Residential
	Designation:	Single-Family & Compact Residential

Existing Use of Property:	Urban Residential
Proposed Use of Property:	Urban Residential
Site Area:	0.133 HA. (14,316 square feet)
Access:	Chigwell Street
Servicing requirement:	Urban Standard

Concurrent Applications: 2016-223-RZ and 2016-223-SD for the rezoning and subdivision of the subject property.

b) Project Description:

The proposal is to rezone the subject property from RS-1 (One Family Urban Residential) to R-1 (Residential District) and subdivide the subject property in the Lower Hammond Area. There is a second dwelling on site that was placed there to provide a dwelling for a relative. This unit was permitted under previous municipal provisions for compassionate suites that have since been replaced by the provisions for temporary residential uses. As it currently stands, this structure is non-conforming.

The existing dwellings on site are proposed to be retained, with one principal dwelling on each of the proposed new lots. As these structures are already in existence, the proposed variances are due to pre-existing non-conformities that will remain after the subdivision of these properties and the retention of these structures.

Variance Analysis:

The Zoning Bylaw and the Subdivision and Development Servicing Bylaw establish general minimum and maximum regulations for development. A Development Variance Permit allows Council some flexibility in the approval process.

The requested variances and rationale for support are described below (see Appendix C):

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

- To waive the requirement for, street trees in order for existing hedging to remain.
2. *Subdivision and Development Services Bylaw No. 4800-1993, Schedule A – Services and Utilities*
- To waive the requirement to underground BC Hydro and Telus infrastructure. accordance with *Council Policy 9.05 – Conversion of Existing Overhead Utility Wiring to Underground Wiring.*:

The above variances are supported by the Engineering Department. The existing hedging offers an acceptable landscape alternative to the street tree requirement. The subject property is within an exempted area under Council Policy 9.05. There is no intention to underground the service at this location; therefore, no securities in lieu of undergrounding the utility lines, are required.

3. *Subdivision and Development Services Bylaw No. 4800-1993, Schedule D – Design Criteria Manual (W 17):*
- To vary the diameter of water service pipe from 38 mm to 20 m.

The Maple Ridge Engineering Department recognizes that the existing dwellings are served by undersized pipe, and supports a variance instead of requiring a service upgrade.

4. *Maple Ridge Zoning Bylaw No 3510 -1985, Part 6, Section 601 B. (11 c (iii))*
- To vary the interior side yard setbacks from 1.2 metres to 0.23 metres.

This variance is to legitimize an existing encroachment on the existing west property line. This variance is supportable because the existing structure is non-conforming with respect to the Zoning Bylaw and the applicant intends to retain this structure.

These existing structures are not yet at the end of their useful life. The rezoning application in support of this proposal is in accordance with the Hammond Area Plan. The proposed R-1 Residential District zoning will give the new lot on the west side additional subdivision potential. Subsequent development will provide the opportunity to ensure conformance with current servicing standards and setback requirements at a later date.

c) Citizen/Customer Implications:

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

CONCLUSION:

The proposed variances are supported because no changes are proposed to the neighbourhood as a result of their approval.

It is therefore recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2016-223-DVP.

"Original signed by Diana Hall"

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

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

"Original signed by Frank Quinn" for

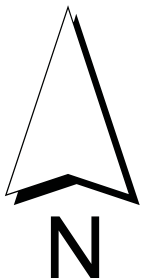
Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – Subdivision Plan showing proposed variance to boulevard treatment and side yard setback.



Scale: 1:2,500

Legend

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

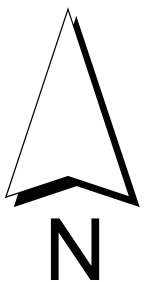
20434 Chigwell St

PLANNING DEPARTMENT



2016-223-VP
DATE: Jun 17, 2016

BY: JV



Scale: 1:2,500

Legend

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

20434 Chigwell St

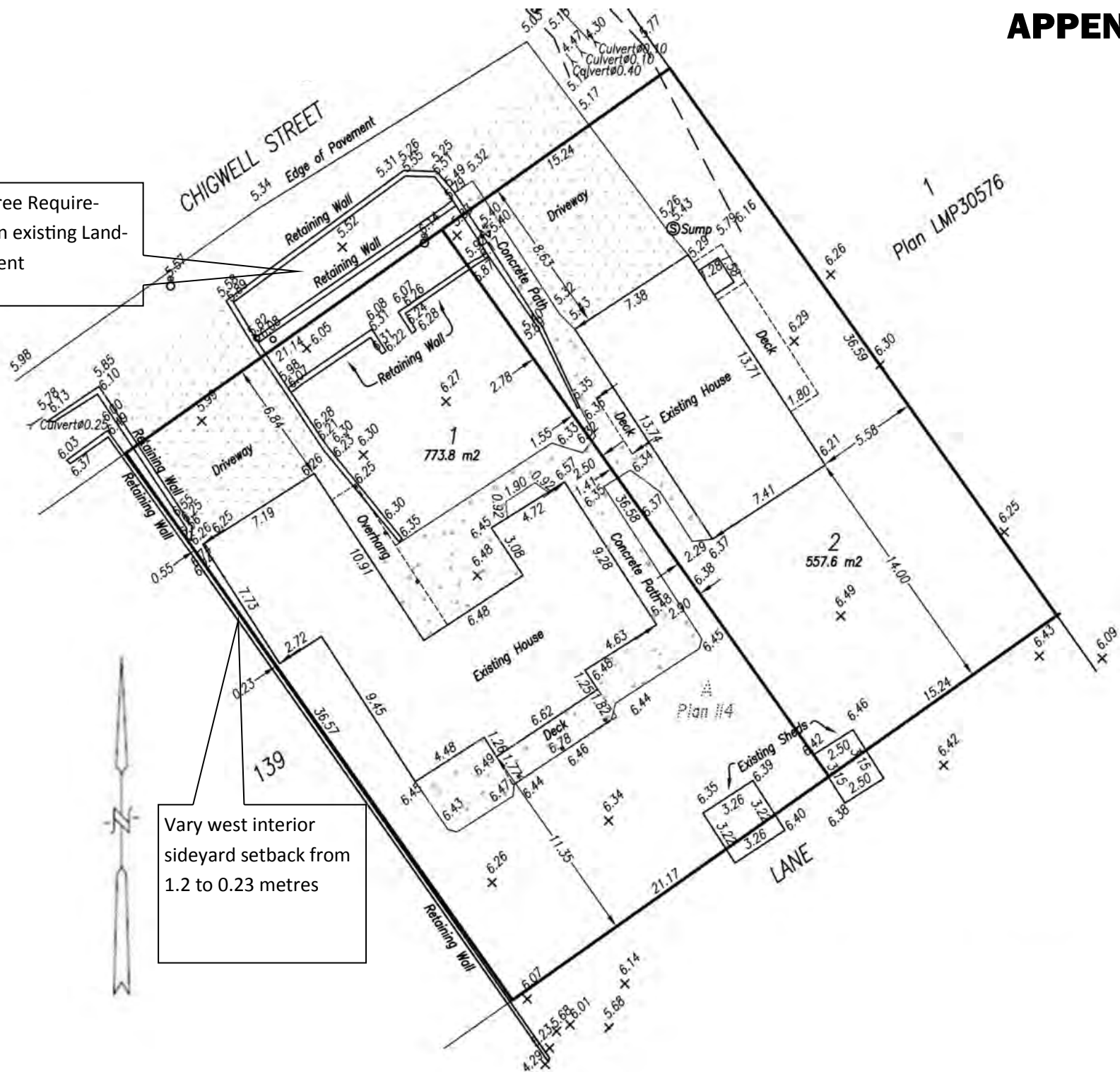
PLANNING DEPARTMENT



2016-223-VP
DATE: Jun 17, 2016

BY: JV

Vary Street Tree Requirement to retain existing Landscape treatment



Vary west interior sideyard setback from 1.2 to 0.23 metres

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	MEETING DATE:	January 30, 2018
FROM:	Chief Administrative Officer	FILE NO:	2017-526-DVP
		MEETING:	Council
SUBJECT:			
Development Variance Permit 20803 Lougheed Highway			

EXECUTIVE SUMMARY:

Development Variance Permit application (2017-526-VP) has been received to vary the setback of a restaurant drive-through height-restricting arch element for the A&W Restaurant at 20803 Lougheed Highway. Council previously considered and issued a variance for this arch element to project up to 3.84 metres from the front lot line (Lougheed Highway). As the design was developed further, this projection was found to require a minor change, a reduction from 3.84 to 2.72 metres from the front lot line. This application was submitted to achieve this new projection setback.

The property is properly zoned as CS-1 (Service Commercial) Zone to accommodate the A&W Restaurant under construction and the proposed height-restricting arch element.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2017-526-DVP respecting property located at 20803 Lougheed Highway.

DISCUSSION:

a) Background Context

Applicant: Priority Permits Ltd (Agent: Jordan Desrochers)

Legal Description: Lot B, D.L. 250, Plan NWP10414

OCP :

Existing & Proposed: Commercial

Zoning:

Existing & Proposed: CS-1 (Service Commercial)

Surrounding Uses:

North:	Use: Zone: Designation	Park/McKenney Creek LUC (Land Use Contract) & P-1 (Park and School) Zone Conservation
--------	------------------------------	---

South:	Use: Zone: Designation:	Retail Stores & Canada Post (former Canadian Tire) CD-3-88 & CS-1 (Service Commercial) Commercial
--------	-------------------------------	---

East:	Use:	Restaurant
	Zone:	CS-1 (Service Commercial)
	Designation:	Commercial
West:	Use:	Auto-related retail stores
	Zone:	CS-1 (Service Commercial)
	Designation:	Commercial
Existing Use of Property (west side):		Auto Service-related (Kai Tire)
Proposed Use of Property (east side):		Drive-through Restaurant (A&W Restaurant)
Access:		Lougheed Highway (alternative access on 119 Avenue)
Servicing:		Urban
Previous Applications:		2015-397-VP

b) Project Description:

This application involves granting a variance for the construction of a Drive-through height-restricting arch for the A&W Restaurant under construction at 20803 Lougheed Highway.

c) Variance Analysis:

The proposed change in the variance is minor, from 3.84 metres to 2.72 metres from the front lot line (Lougheed Highway) is necessary to reflect and accommodate the updated design.

The Engineering Department and the Ministry of Transportation and Infrastructure have no objection to this change.

The requested variance is supportable to provide for the minor change to the projection for the drive-through height-restricting arch design necessary for the restaurant operation. Therefore, Part 7, Section 708 Service Commercial: CS-1 Subsection 8) of the *Maple Ridge Zoning Bylaw No 3510 - 1985 is to be varied as follows:*

That the setback requirement be varied to 2.72 metres for the arch feature projection to the front lot line (Lougheed Highway).

CONCLUSION:

The proposed variance to allow a height-restricting drive-through arch to project up to 2.72 metres is supported because it accommodates a minor change associated with the restaurant operation.

It is therefore recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2017-526-DVP.

“Original signed by Adrian Kopystynski”

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

“Original signed by Christine Carter”

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

“Original signed by Frank Quinn”

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

“Original signed by Paul Gill”

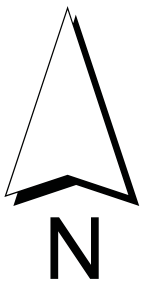
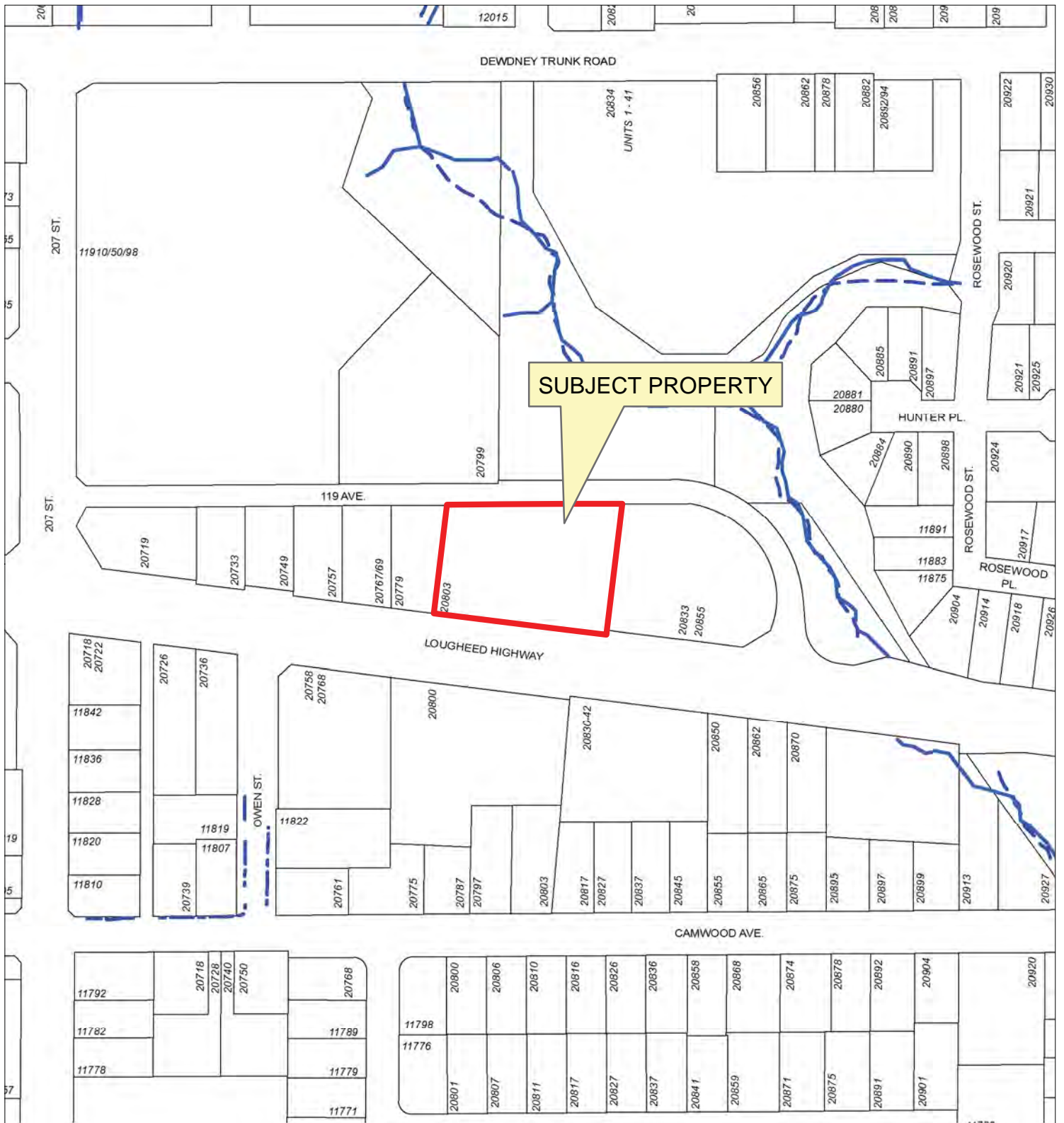
Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map




Appendix B – Ortho Map

Appendix C – Setback Variance Detail



Scale: 1:2,500

Legend

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

20803 Lougheed Hwy

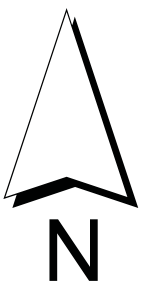


2017-526-VP
DATE: Nov 8, 2017

BY: LP



Aerial Imagery from the Spring of 2016



Scale: 1:2,500

Legend

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

20803 Lougheed Hwy

PLANNING DEPARTMENT



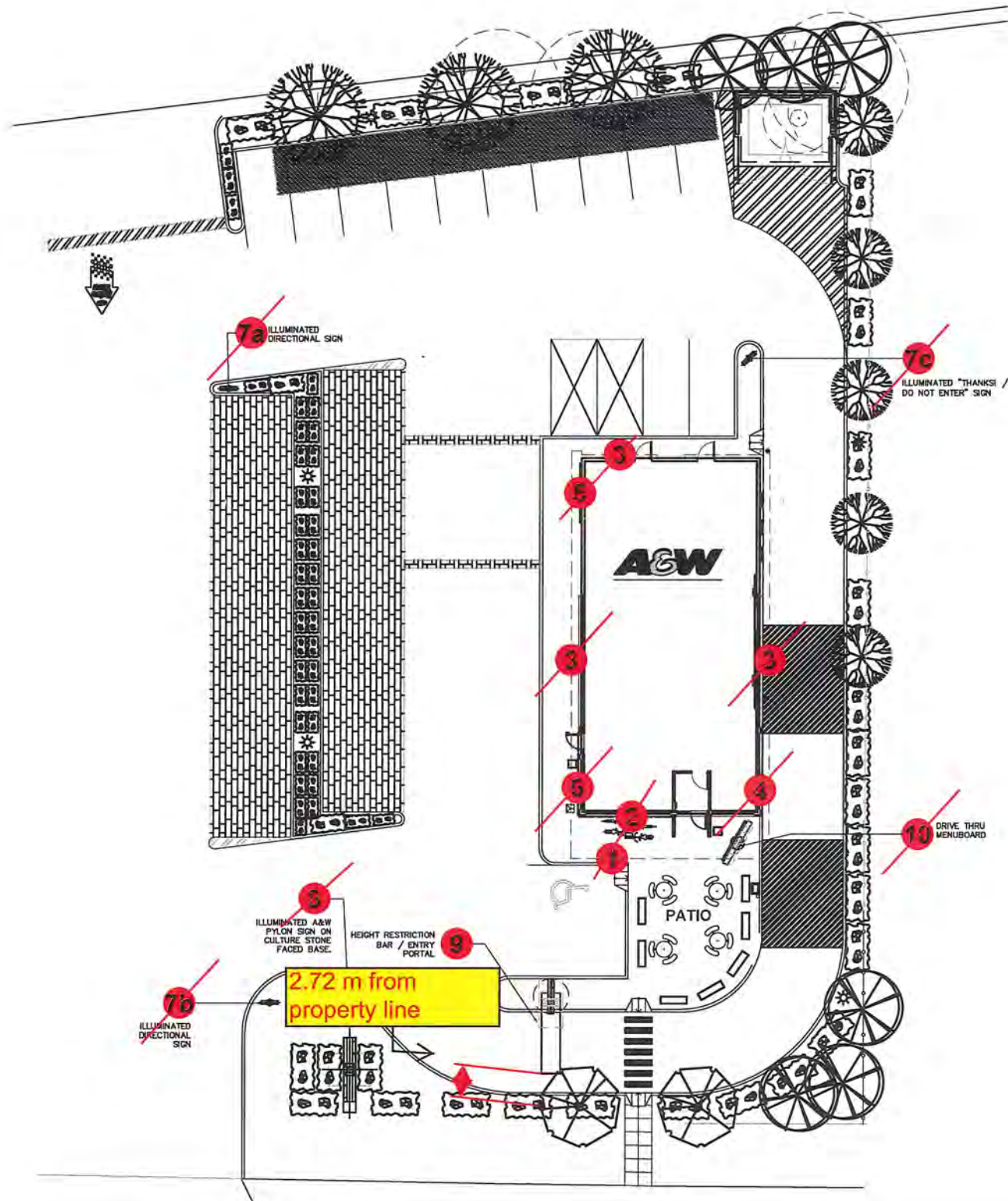
MAPLE RIDGE

British Columbia

mapleridge.ca

2017-526-VP
DATE: Nov 8, 2017

BY: LP



City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	MEETING DATE: January 30, 2018
FROM:	Chief Administrative Officer	FILE NO: 2017-004-DP
		MEETING: Council
SUBJECT: Wildfire Development Permit 23711 132 Avenue		

EXECUTIVE SUMMARY:

Wildfire Development Permit application 2017-004-DP has been received in conjunction with a Rezoning, Subdivision and Watercourse Protection Development Permit application for three single family residential lots, under the RS-1b (One Family Urban (Medium Density) Residential) zone, located within the Silver Valley Area Plan. A Wildfire Development Permit (WFDP) is required because the subject property is located within the Wildfire Development Permit area.

This application has been reviewed in relation to the Key Guideline Concepts (Section 8.12.1) and Guidelines (Section 8.12.2) of the Wildfire Development Permit, and in consideration of the *Home Owners FireSmart Manual (BC Forest Service Protection Program)*. Final rezoning of the subject property occurred at the December 5, 2017 Council meeting.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2017-004-DP respecting property located at 23711 132 Avenue.

DISCUSSION:

a) Background Context:

Applicant:	Brookside Properties Ltd.		
Legal Description:	Lot 23 Section 28 Township 12 New Westminster District Plan 48925		
OCP:			
Existing:	Medium/High Density Residential; Conservation; Low Density Urban		
Zoning:			
Existing:	RS-3 (One Family Rural Residential) and RS-1b (One Family Urban (Medium Density) Residential)		
Surrounding Uses:			
North:	Use:	Single Family Residential	
	Zone:	CD-1-93 (Amenity Residential District)	
	Designation:	Medium/High Density Residential	

South:	Use:	Single Family Residential
	Zone:	RS-2 (One Family Urban Residential)
	Designation:	Conservation, Low Density Urban, Medium/High Density Residential, Open Space
East:	Use:	Park
	Zone:	P-1 (Park and School)
	Designation:	Neighbourhood Park, Conservation, Medium/High Density Residential
West:	Use:	Single Family Residential, Multi Family Residential, Park
	Zone:	RS-1 (One Family Urban Residential), RM-1 (Townhouse Residential)
	Designation:	Low Density Urban, Conservation, Medium/High Density Residential
Existing Use of Property:		
Proposed Use of Property:		Single Family Residential, Multi-Family Residential
Site Area:		0.85 ha (2.09 acres)
Access:		132 Avenue
Servicing requirement:		Urban Standard
Companion Applications:		2016-175-RZ; 2016-175-SD; 2016-175-DP

b) Project Description:

The subject property is located at 23711 132 Avenue (see Appendices A and B). The applicant is proposing three single family residential lots on the southern portion of the subject property, south of Maple Ridge Park Creek. Two of the lots will front 132 Avenue, and a third lot, the existing home, is proposed as a panhandle lot. All three lots will have access from 132 Avenue, with the existing house utilizing a panhandle driveway located between the two new lots fronting 132 Avenue (see Appendix C). The area surrounding Maple Ridge Park Creek will be dedicated to the City as Park, and will include a pedestrian trail on the north side of the creek that will connect to an existing trail in the adjacent Cedar Park.

The same applicant is proposing a sixteen unit townhouse development through a separate rezoning application, 2016-176-RZ, on the northern half of the subject property, north of Maple Ridge Park Creek. Application 2016-176-RZ will be accessed from 133 Avenue, which is a separate access from the subject application. There is no access proposed between the townhouse site to the north and the single family lots to the south. The applicant is pursuing separate rezoning applications in anticipation that the single family development will proceed faster than the multi-family application; however, the subject Wildfire Development Permit application will cover the entire property, north and south.

A Wildfire Hazard Assessment has been received from Diamond Head Consulting Ltd. 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;*

Forested areas within the riparian area will be untreated. Forested areas within zone 2-30 m from buildings will be untreated due to the low wildfire risk rating.

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

The riparian setback area will be left undisturbed.

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

All forested areas have been assessed and delineated into fuel types. Fire behaviour potential of these areas has been analysed. These findings have driven the recommended fuel treatments.

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

Building materials and landscape will follow FireSmart guidelines for Zone 1. Zone 2 – 30 m from buildings is within private property and a public park (Cedar Park). These areas were assessed to have a low-moderate risk of wildfire and no treatments are required.

CONCLUSION:

This application is consistent with the Wildfire Development Permit 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 2017-004-DP be approved.

“Original signed by Adam Rieu”

Prepared by: Adam Rieu
Planning Technician

“Original signed by Michael Van Dop”

Approved by: Michael Van Dop
Deputy Fire Chief

“Original signed by Christine Carter”

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

“Original signed by Frank Quinn”

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

“Original signed by Paul Gill”

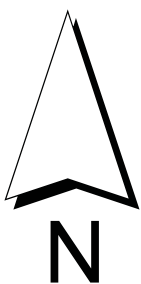
Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Subdivision Plan



SUBJECT PROPERTY



Scale: 1:2,500

Legend

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

23711 132 AVENUE

PLANNING DEPARTMENT



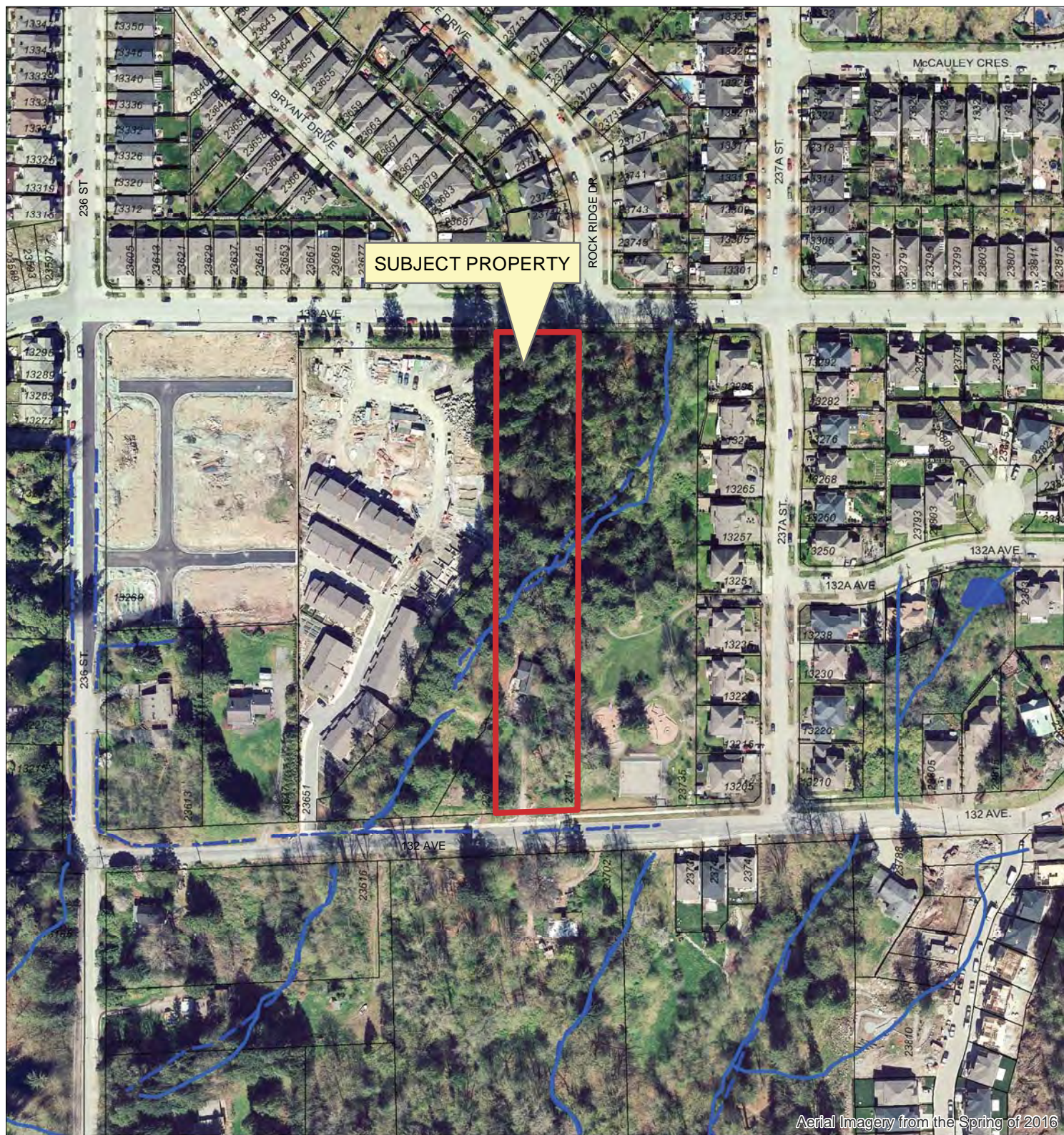
MAPLE RIDGE

British Columbia

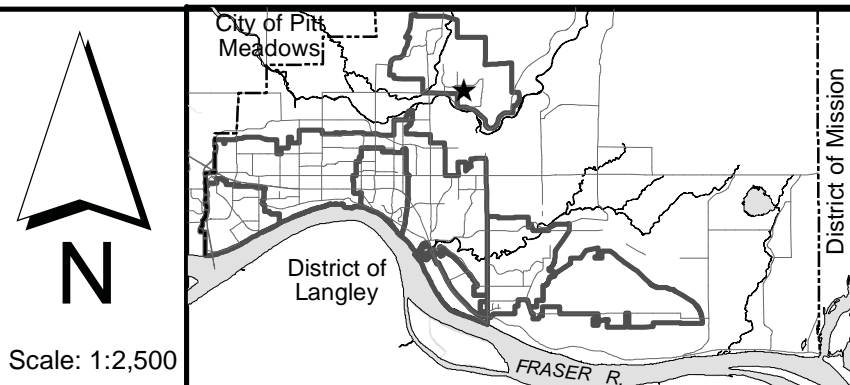
mapleridge.ca

FILE: 2017-004-DP
DATE: Nov 29, 2017

BY: PC



Aerial Imagery from the Spring of 2016



23711 132 AVENUE

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2017-004-DP
DATE: Nov 29, 2017

BY: PC

APPENDIX C

BCDS 926.028
The intended and size of the plan is set out in which by 100 mm in height
of 2012 when printed in a size of 1:500

Integrated Survey Area No. 38, Maple Ridge, NAD83 (CSRS) 4.00 BC.LC190

Old bearings are derived from astronomical bearings
publicly recorded in BCDS 926.028 and 926.029 and
are related to the north position of UTM Zone 18E.

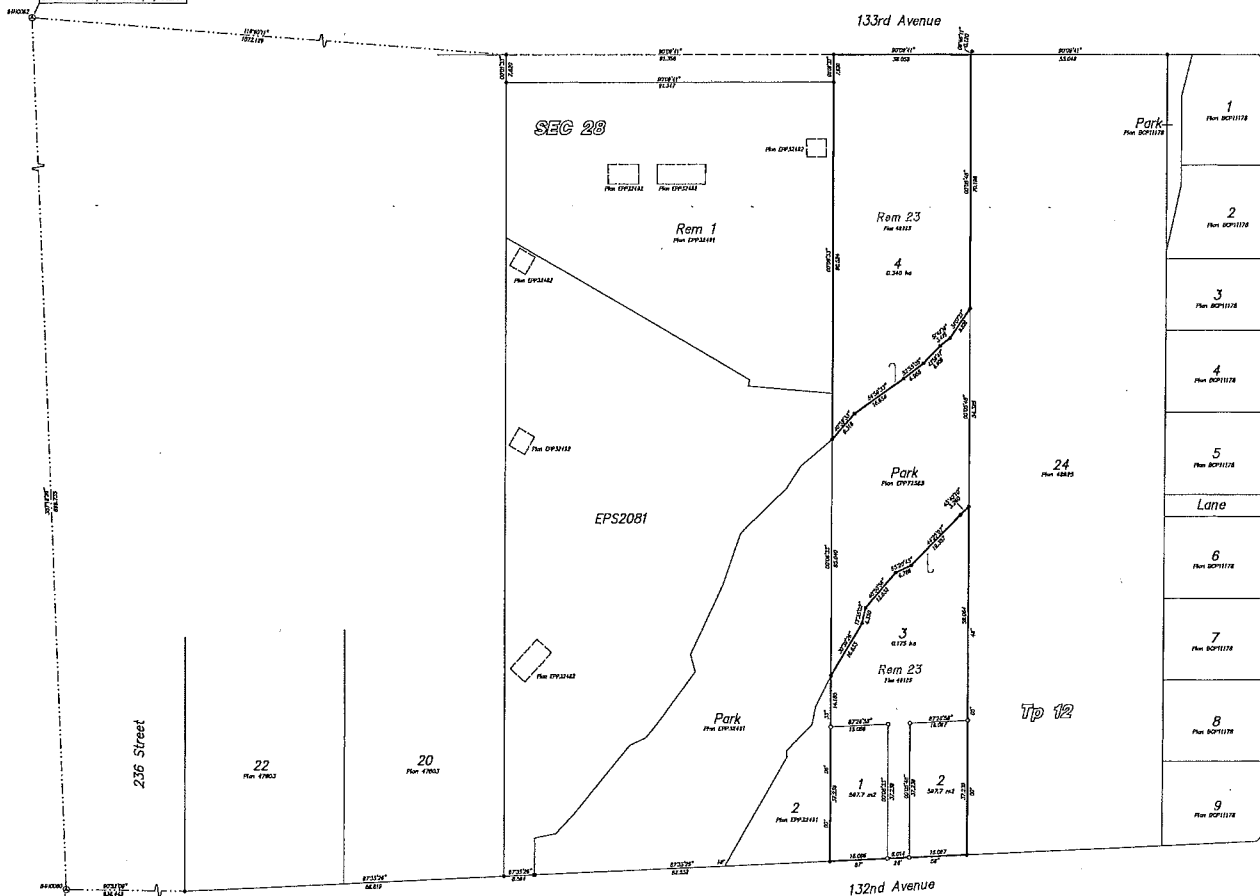
The UTM coordinates and distances between points are derived from the BCDS 926.028 and 926.029 and
are related to the north position of UTM Zone 18E.

This plan shows horizontal ground-level distances unless otherwise specified.
It is assumed that distances are ground-level distances by the survey.
The assumed factor of 0.999963 has been derived from publicly recorded
information BCDS 926.028.

LEGEND:

- Control Monument Found
- Standard Iron Nail Found
- Standard Iron Nail Set
- Standard Lead Peg Found

Station: 80043 (2015) 4.00 BC.LC190 Zone 18
UTM Northing: 543516.113
UTM Easting: 550314.114
Public recorded factor: 0.999963
Estimated horizontal positional accuracy: 4/-0.021 m



Station: 80043 (2015) 4.00 BC.LC190 Zone 18
UTM Northing: 543516.113
UTM Easting: 550314.114
Public recorded factor: 0.999963
Estimated horizontal positional accuracy: 4/-0.021 m

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Temporary Commercial Use Permit Renewal
22245 Lougheed Highway

MEETING DATE: January 30, 2018
FILE NO: 2014-074-CU
MEETING: Council

EXECUTIVE SUMMARY:

Official Community Plan Amending Bylaw No. 7108-2014 was adopted on February 10, 2015, which permitted CS-1 (Service Commercial) uses, within the C-3 (Town Centre Commercial) zoned building on the subject property, located at 22245 Lougheed Highway (see Appendices A and B). A Temporary Commercial Use Permit was issued on March 12, 2015 and expires on March 15, 2018. The owner would like to renew the Temporary Commercial Use Permit for an additional three years. A Temporary Commercial Use Permit may only be renewed once, therefore, this will be the final Temporary Commercial Use Permit that can be issued for this property.

RECOMMENDATION:

That Temporary Commercial Use Permit 2014-074-CU, respecting property located at 22245 Lougheed Highway, be renewed and re-issued for an additional three years and that the Corporate Officer be authorized to sign and seal the renewed permit.

DISCUSSION:

a) Background Context:

Applicant:	Mussallem Realty Limited
Owner:	Mussallem Realty Limited
Legal Description:	Lot 61, District Lot 398, Group 1, New Westminster District Plan 25783
OCP:	
Existing:	Town Centre Commercial
Proposed:	Commercial (Temporary)
Zoning:	
Existing:	C-3 (Town Centre Commercial)
Proposed:	Temporary CS-1 (Service Commercial)
Surrounding Uses:	
North:	
Use:	Vacant
Zone:	C-3 (Town Centre Commercial)
Designation:	Flexible Mixed-Use
South:	
Use:	Pub and Liquor Store
Zone:	C-3 (Town Centre Commercial)
Designation:	Town Centre Commercial

East:	Use:	Vacant
	Zone:	CS-1 (Service Commercial)
	Designation:	Town Centre Commercial
West:	Use:	Retail Commercial (Vacant)
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial

Existing Use of Property: Vacant Building
Proposed Use of Property: CS-1 (Service Commercial) zone permitted uses
Site Area: 386 m² (4,155 ft²)
Access: Lane
Servicing requirement: Urban Standard

b) Project Description:

Official Community Plan Amending Bylaw No. 7108-2014 amended Appendix D - Temporary Use Permits of the Official Community Plan (OCP) to allow a Temporary Commercial Use Permit on the subject property. A car dealership currently occupies the subject property under the previously approved Temporary Commercial Use Permit (see Appendix C) and the owner wishes to renew the Temporary Commercial Use Permit for an additional three years. The long-term plans for the entire parcel are for re-development and lot consolidation for a future mixed-use development.

CONCLUSION:

It is recommended that Temporary Commercial Use Permit, 2014-074-CU, respecting property located at 22245 Lougheed Highway, be renewed and re-issued for an additional three years and that the Corporate Officer be authorized to sign and seal the renewed permit.

“Original signed by Michelle Baski”

Prepared by: Michelle Baski, ASCT, MA
Planner 1

“Original signed by Christine Carter”

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

“Original signed by Frank Quinn”

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

“Original signed by Paul Gill”

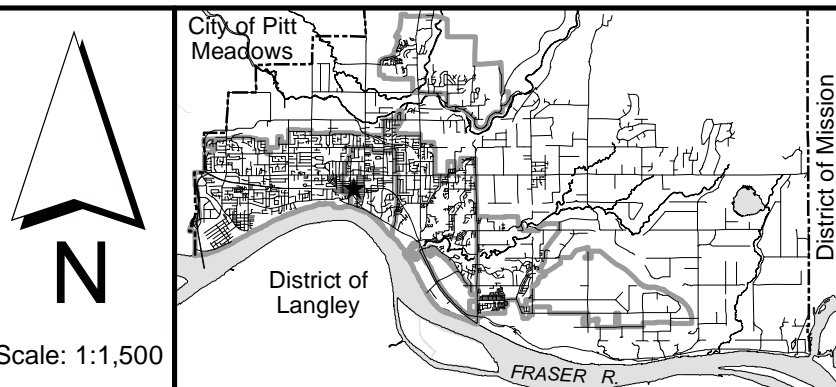
Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:


Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – Temporary Commercial Use Permit Report dated March 2, 2015



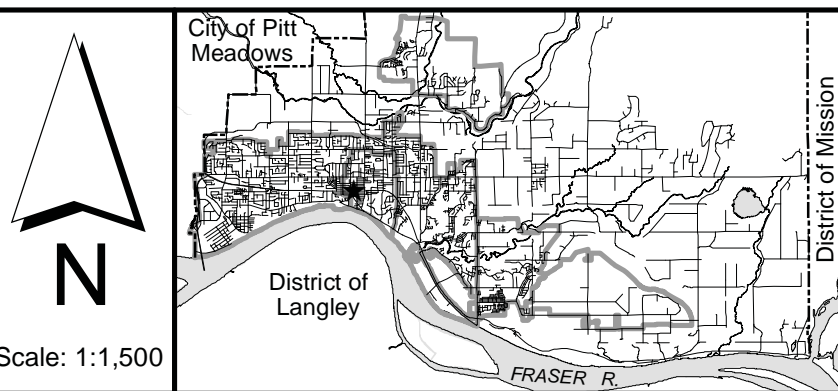
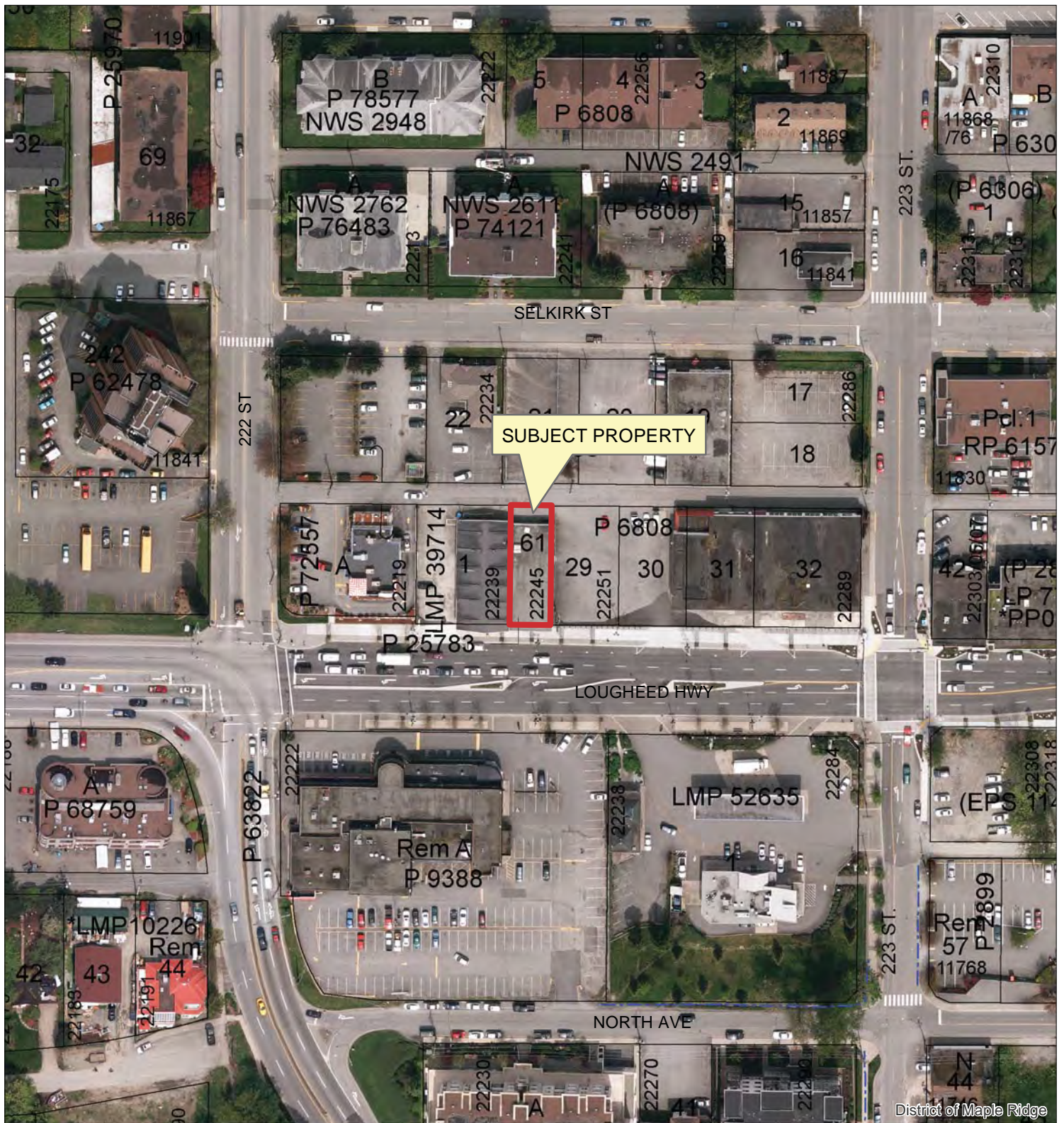
22245 LOUGHEED HWY




CITY OF MAPLE RIDGE

PLANNING DEPARTMENT

DATE: Oct 10, 2014
FILE: 2014-074-CU
BY: PC



22245 LOUGHEED HWY



CITY OF MAPLE RIDGE

PLANNING DEPARTMENT

DATE: Oct 10, 2014
FILE: 2014-074-CU
BY: PC

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	MEETING DATE:	March 2, 2015
FROM:	Chief Administrative Officer	FILE NO:	2014-074-CU
SUBJECT:	Temporary Commercial Use Permit 22245 Lougheed Highway		

EXECUTIVE SUMMARY:

Official Community Plan Amending Bylaw No. 7108-2014 was adopted on February 10, 2015, which permitted CS-1 (Service Commercial) uses, within the C-3 (Town Centre Commercial) zoned building on the subject property, located at 22245 Lougheed Highway (see Appendix A). This report allows for the Temporary Commercial Use Permit associated with the Official Community Plan amendment to be issued.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2014-074-CU respecting property located at 22245 Lougheed Highway.

DISCUSSION:

a) Background Context:

Applicant:	Mussallem Realty Limited		
Owner:	Mussallem Realty Limited		
Legal Description:	Lot 61, District Lot 398, Group 1, New Westminster District Plan 25783		
OCP:			
Existing:	Town Centre Commercial		
Proposed:	Commercial (Temporary)		
Zoning:			
Existing:	C-3 (Town Centre Commercial)		
Proposed:	Temporary CS-1 (Service Commercial)		
Surrounding Uses:			
North:	Use:	Vacant	
	Zone:	C-3 (Town Centre Commercial)	
	Designation:	Flexible Mixed-Use	
South:	Use:	Pub and Liquor Store	
	Zone:	C-3 (Town Centre Commercial)	
	Designation:	Town Centre Commercial	

East:	Use:	Vacant
	Zone:	CS-1 (Service Commercial)
	Designation:	Town Centre Commercial
West:	Use:	Retail Commercial (Vacant)
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial
Existing Use of Property:		Vacant Building
Proposed Use of Property:		CS-1 (Service Commercial) zone permitted uses
Site Area:		386 m ² (4,155 ft ²)
Access:		Lane
Servicing requirement:		Urban Standard

b) Project Description:

Official Community Plan Amending Bylaw No. 7108-2014 amended Appendix D - Temporary Use Permits of the Official Community Plan (OCP) to allow a Temporary Commercial Use Permit on the subject property (see Appendix B). A vacant building currently exists on the subject property. The bylaw allows CS-1 (Service Commercial) uses, with the exception of: n) recycling depot; r) service station; s) warehousing; t) Liquor Primary Establishment; and u) Licensee Retail Store, on a temporary basis, in the existing building. The long-term plans for the entire parcel are for redevelopment and lot consolidation for a future mixed-use development.

c) Planning Analysis:

The subject property is currently zoned C-3 (Town Centre Commercial), which does not permit the highway commercial use. As the lots to the east, which are also owned by the applicant, are zoned CS-1 (Service Commercial), which permits the highway commercial use, the applicant feels that they would be in a better position to rent out the existing smaller building for a CS-1 (Service Commercial) use at this time. A rezoning and development application may be submitted in the future that would incorporate rezoning and developing the assembly of lots owned by the applicant; therefore, a temporary use permit is more appropriate than a rezoning application at this point in time.

d) Intergovernmental Issues:

The Ministry of Transportation and Infrastructure and School District 42 did not have any concerns with this temporary use.

e) Citizen/Customer Implications:

A Development Information Meeting was held at 22245 Lougheed Highway on November 20, 2014. Nobody attended the meeting, therefore no concerns were raised. Public notice regarding this permit has been advertised in the local newspaper.

CONCLUSION:

As Official Community Plan Amending Bylaw No. 7108-2014 was adopted on February 10, 2015; therefore, it is now appropriate to recommend that the Corporate Officer be authorized to sign and seal 2014-074-CU respecting property located at 22245 Loughheed Highway.

"Original signed by Michelle Baski"

Prepared by: Michelle Baski
Planning Technician

"Original signed by Christine Carter"

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

"Original signed by David Pollock" for

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

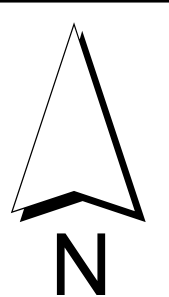
"Original signed by J.L. (Jim) Rule"

Concurrence: J. L. (Jim) Rule
Chief Administrative Officer

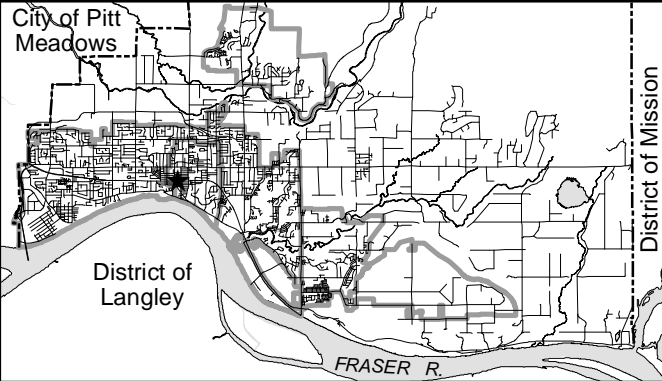
The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – OCP Amending Bylaw No. 7108-2014



Scale: 1:1,500



22245 LOUGHEED HWY



CITY OF MAPLE RIDGE
PLANNING DEPARTMENT

DATE: Oct 10, 2014 FILE: 2014-074-CU BY: PC

CITY OF MAPLE RIDGE

BYLAW NO. 7108-2014

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

WHEREAS Section 882 of the Local Government Act provides that the Council may revise the Official Community Plan;

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

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7108-2014."
2. Appendix D. TEMPORARY USE PERMITS, TEMPORARY USE PERMITS, Item 4. is amended by changing "two years" to "three years", as per the *Local Government Act*, Section 921 (11).
3. Appendix D. TEMPORARY USE PERMITS, TEMPORARY USE PERMIT AREA, first sentence, is amended by removing "The following areas are designated Temporary Industrial Use Permit Areas", and by adding the sentence "The following areas are designated for Temporary Use Permit Areas"; and
4. Appendix D. TEMPORARY USE PERMITS, TEMPORARY USE PERMIT AREA is amended by the addition of the following, in sequential numeric order:

"Temporary Commercial Use Permit Area No.3

Purpose:

To permit CS-1 (Service Commercial) uses within the existing C-3 (Town Centre Commercial) zoned building, excluding the following uses: n) recycling depot; r) service station; s) warehousing; t) Liquor Primary Establishment; and u) Licensee Retail Store.

Location:

Those parcels or tracts of land and premises shown on Temporary Commercial Use Permit Area No.3 map, and known and described as:

Lot 61 District Lot 398 Group 1 New Westminster District Plan 25783"

are hereby designated to permit a temporary commercial use for CS-1 (Service Commercial) uses, for a three-year period, effective upon adoption of this bylaw.

5. Appendix D. TEMPORARY USE PERMITS, TEMPORARY USE PERMIT AREA is amended by the addition of the attached Temporary Commercial Use Permit Area Location map, in sequential numeric order.
6. Maple Ridge Official Community Plan Bylaw No. 7060-2014 is hereby amended accordingly.

READ A FIRST TIME the 28th day of October, 2014.

READ A SECOND TIME the 9th day of December, 2014.

PUBLIC HEARING HELD the 20th day of January, 2015.

READ A THIRD TIME the 27th day of January, 2015.

ADOPTED the 10th day of February, 2015.

PRESIDING MEMBER

CORPORATE OFFICER



City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
DATE: January 30, 2018
FILE NO: RFP-OP14-45
FROM: Chief Administrative Officer
ATTN: COUNCIL
SUBJECT: Contract Renewal Award: Traffic Flagging Services

EXECUTIVE SUMMARY:

On October 15, 2014, the City issued a Request for Proposals to establish a select list of qualified flagging companies to provide the City with traffic control services on an as and when required basis. Following an extensive detailed review of the proposals, three companies were selected. The Contract with each highest ranking company was for a one (1) year period with four (4) options to renew annually. After review of the third year (2017) year performance, staff is recommending renewing each contract for an additional one year period to cover the 2018 service year. This renewal would be the third renewal year under RFP-OP14-45, leaving one final optional renewal year.

RECOMMENDATION:

That the "Traffic Flagging Services under RFP-OP14-45' contracts be renewed with Go Traffic Management Inc., Ansan Industries Ltd., and BCRS Road Safe Inc., for an additional one year period and furthermore, that the Corporate Officer be authorized to execute the contracts.

DISCUSSION:

a) Background Context:

Traffic flagging services provide support to various departments in construction and emergent sites by providing traffic control plans, traffic control supervision, traffic control equipment and traffic control personnel. Safety of crews and the public is of the utmost importance and the commitment for professional and Worksafe compliant work sites is imperative. Following the issuance of a Request for Proposals, 10 submissions were received. Following an extensive detailed review of the proposals, three companies were selected as best qualified to do the work.

Contracts were awarded to Go Traffic Management Inc., Ansan Industries Ltd., and BCRS Road safe Inc., for the provision of flagging services on an as and when required basis. The companies have performed in a professional, responsive and cost effective manner to date. After review of the previous one year performance of the three contractors', this report recommends renewing the Contracts with the three Contractor's for an additional one year period.

b) Financial Implications:

Annual traffic control flagging costs vary depending on planned and unplanned workload. Over the past three years, the annual average cost for these flagging services is approximately \$387,000, which is within the approved budget amount.

CONCLUSION:

The City of Maple Ridge currently has contracts with three companies. Those contracts allow for an annual extension. Based on the previous years 'performance of the companies, this report recommends extending their contracts for one year.

"Original signed by Walter Oleschak"

Prepared by: **Walter Oleschak**
Superintendent of Roads and Fleet

"Original signed by James Storey"

Approved by: **James Storey**
Director of Engineering Operations

"Original signed by Frank Quinn"

Approved by: **Frank Quinn**
General Manager, Public Works and Development Services

"Original signed by Frank Quinn" for

Concurrence: **Paul Gill**
Chief Administrative Officer

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Thornhill Park Observation Well - License of Occupation

MEETING DATE: January 30, 2018
FILE NO: 01-0640-30-MR/2018
MEETING: Council

EXECUTIVE SUMMARY:

The Provincial Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) is interested in establishing an observation well in the Thornhill area to collect data on the Grant Hill Aquifer and have suggested Thornhill Park as a potential location. The Ministry has deemed the Grant Hill Aquifer to be of high importance to the local community as a result of numerous complaints received regarding dry wells which have occurred in this area for several years. This proposed observation well would be part of the Provincial Groundwater Observation Well Network (PGOWN) used to collect water level and chemistry data on aquifers across the Province, which is then shared with the public through Ministry websites. Municipal staff has reviewed the proposed location within Thornhill Park, and a License of Occupation agreement provided by the Ministry (Attachment 2) was reviewed by our legal advisors.

RECOMMENDATION:

That the Corporate Officer be authorized to execute the Thornhill Park Observation Well License of Occupation with the Ministry of Forests, Lands, Natural Resource Operations and Rural Development for the purpose of establishing an observation well for the Grant Hill Aquifer.

DISCUSSION:

a) Background Context:

The City has been approached by FLNRORD to provide a suitable location for an observation well within the Thornhill/Grant Hill area as part of the Provincial Groundwater Observation Well Network. PGOWN is operated through a joint partnership between FLNRORD and the Ministry of Environment (MOE). Through these observation wells, groundwater level data is collected hourly along with the groundwater chemistry data through seasonal or annual sampling. Observation wells have been in operation since the 1960's and there are 38 active observation wells in the South Coast region including one in Maple Ridge (OW259/Aquifer #26) which has been collecting data on the Whonnock Aquifer for nearly 40 years.

FLNRORD identified a beneficial well location for monitoring the Grant Hill Aquifer on lands owned by the City of Maple Ridge at Thornhill Park, and a site location was refined in discussion with City staff (Attachment 1). The observation well is proposed to be located in an area of the park which does not detract from park patrons' enjoyment or Thornhill Hall activities, with easy access from 98 Avenue and at an appropriate distance from Thornhill

Hall's septic field and existing well. FLNRORD proposes to undertake all work to establish and maintain the observation well at their cost, including the utility locate, well drilling and installation by a qualified contractor, and clean up. All costs, including the ongoing maintenance of the well and decommissioning, would be the responsibility of FLNRORD/MOE.

The Grant Hill Aquifer (#19), a large bedrock aquifer located in the southeast portion of Maple Ridge, has been deemed by the Ministry to be of high importance to the local community as a result of numerous complaints received over several years regarding dry wells in this area. It is anticipated that data from the proposed Grant Hill Aquifer observation well would be used to establish trends in groundwater levels, develop or refine hydrogeology models, and inform groundwater management decision-making. Data collected from these observation wells is provided to the public through two websites which serve different purposes:

- 1) Groundwater Level Data Interactive Map:
<https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/groundwater-wells/aquifers/groundwater-observation-well-network/groundwater-level-data-interactive-map>
- 2) Real-time Water Data:
<https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/water-science-data/water-data-tools/real-time-water-data-reporting>

A draft License of Occupation agreement provided by FLNRORD has been reviewed by the City's legal advisors and is attached for Council's consideration (Attachment 2).

b) Desired Outcome:

The desired outcome is to provide a suitable site for an observation well within the Grant Hill Aquifer area.

c) Strategic Alignment:

This recommendation supports the Provincial Groundwater Observation Well Network program and will provide valuable groundwater information to our residents.

d) Citizen/Customer Implications:

The proposed observation well in Thornhill Park provides a location to monitor the sensitive Grant Hill Aquifer, and the data obtained by the Ministry will be shared with the public.

e) Interdepartmental Implications:

Environmental Planning staff has been informed of the Provincial Groundwater Observation Well Network program and has reviewed and endorsed the proposed well location.

f) Business Plan/Financial Implications:

All costs to establish, maintain and decommission the observation well will be borne by the Ministry of Forests, Lands, Natural Resource Operations and Rural Development.

g) Alternatives:

The alternative would be to decline the offer of a License of Occupation with FLNRORD and direct staff to recommend other nearby lands within the Grant Hill Aquifer area that may be suitable. This is not recommended as the location identified in Thornhill Park is considered by both the Province and the City's Environmental Planning staff to be a beneficial well location for monitoring the Grant Hill Aquifer, and would not detract from park patrons' use and enjoyment of the park and Thornhill Hall activities.

CONCLUSIONS:

The Ministry of Forests, Lands, Natural Resource Operations and Rural Development has observation wells in many locations throughout the Province as part of the PGOWN program. The City has received a request from the Ministry for a well in Thornhill Park which will enable the monitoring of ground water levels of the Grant Hill Aquifer which is of high interest due to numerous dry well complaints received by the Ministry. Establishment, maintenance and observation activities for the well would not significantly impact park use and enjoyment or Thornhill Hall activities. All costs including the well drilling, installation and clean up, monitoring equipment, ongoing maintenance of the well and decommissioning would be the responsibility of FLNRORD.

"Original signed by Valoree Richmond"

Prepared by: Valoree Richmond, BLA, MBCSLA
Manager of Parks Planning & Operations

"Original signed by Rodney Stott"

Reviewed by: Rodney Stott, Environmental Planner 2

"Original signed by David Boag"

Reviewed by: David Boag, Director of Parks & Facilities

"Original signed by Kelly Swift"

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

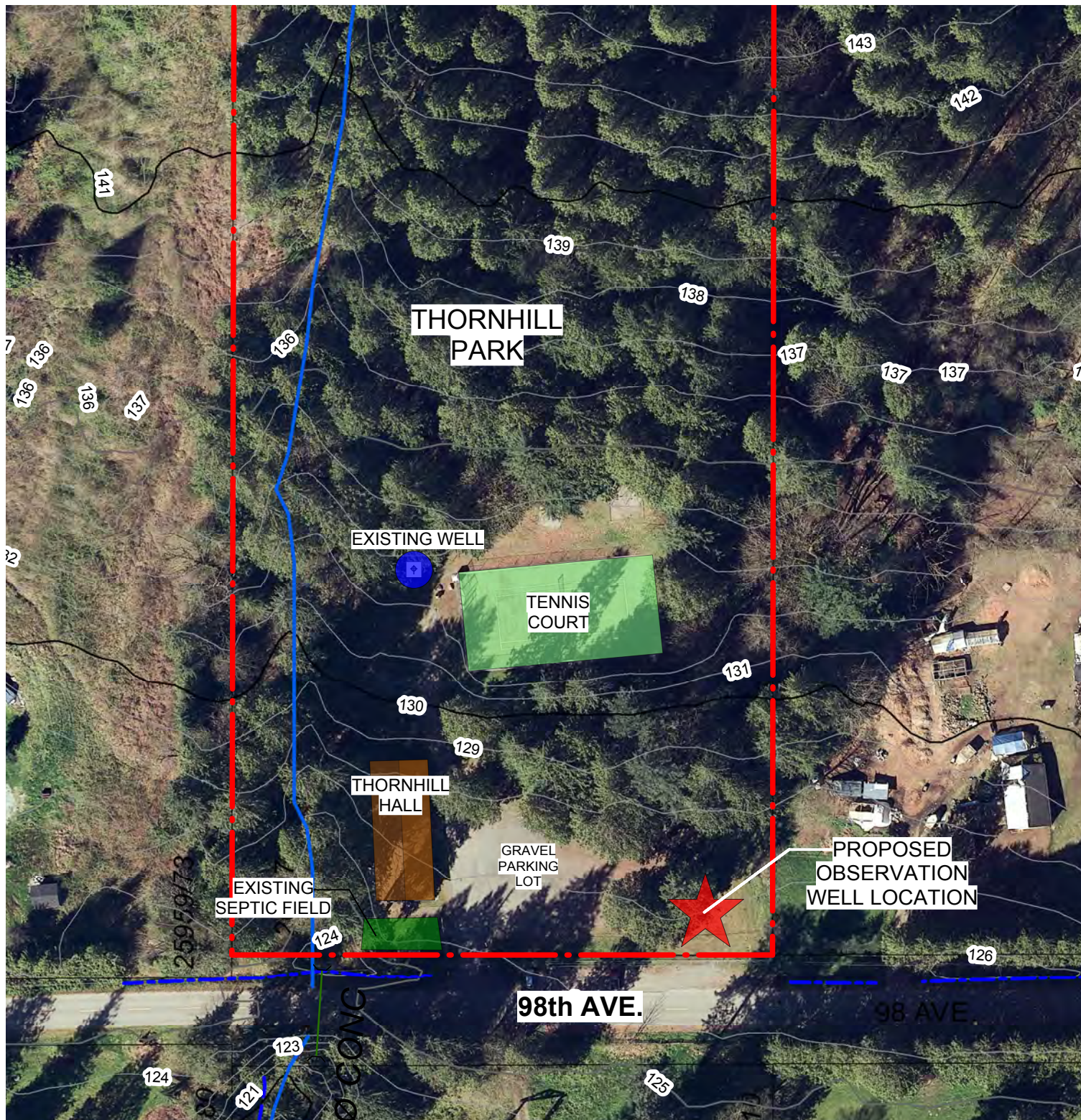
“Original signed by Paul Gill”

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

:vr

Attachments:

- (1) Location plan for proposed Thornhill Park Observation Well
- (2) DRAFT Thornhill Park Observation Well License of Occupation



Issued:
Nov 27, 2017 for Attachment
Jan 10, 2018 Revised

PROJECT:
**THORNHILL
OBSERVATION WELL**
MAPLE RIDGE, BC

TITLE:
**PROPOSED
OBSERVATION WELL
LOCATION**

scale: NTS
drawn: CN
checked: VR
date: Nov 27, 2017

Copyright reserved. This drawing is the property of the City of Maple Ridge and may not be used without the City's written permission.

Contractors shall verify and be responsible for all dimensions on the job and this office shall be informed of any changes made on site.

sheet no: **L1.0** **revision:** **1**

THIS AGREEMENT is dated for reference 10 January 2018, and,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the ministers responsible for the *Ministry of Environment Act*, and the *Ministry of Lands, Parks and Housing Act*, Parliament Buildings, Victoria, British Columbia

(the “**Province**”)

AND:

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

(the “**Licensor**”)

WHEREAS:

- A. Under the authority of the *Ministry of Environment Act* and the *Ministry of Lands, Parks, and Housing Act*, the Province installs, monitors and maintains groundwater observation wells to obtain data including water levels and water quality for the benefit of the public.
- B. At a minimum, the Province attends a well and conducts maintenance and sampling two times per year.
- C. The Province makes the data from its monitoring of groundwater observation wells publicly available.
- D. In support of the above noted efforts, the Licensor has agreed to grant the Province this license.

NOW THEREFORE in consideration of the payment of \$10 by the Province to the Licensor, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration as described herein, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“**Agreement**” means this licence;

“**Commencement Date**” means date of reference first stated above;

“**Improvements**” includes the Well and any pedestrian path for well monitoring access;

“**Land**” means that part of the land legally defined as:

LOT 11 EXCEPT: SOUTH 33 FEET, SECTION 1 TOWNSHIP 12 NEW
WESTMINSTER DISTRICT PLAN 5198

shown as a red block on the map attached as Schedule A;

“Monitoring Equipment” means equipment used to monitor the Well including water sampling equipment and any satellite telemetry instrumentation;

“Term” means the period of time set out in section 2.3 ;

“we”, “us” or “our” refers to the Licensor alone and never refers to the combination of the Province and the Licensor: that combination is referred to as **“the parties”**;

“Well” means the groundwater observation well to be installed on the Land including any casing in accordance with this Agreement; and,

“you” or “your” refers to the Province.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary

for the performance of the provisions of this Agreement.

- 1.9 Time is of the essence of this Agreement.

ARTICLE 2 - GRANT

- 2.1 On the terms and conditions set out in this Agreement, we grant you, your employees, servants, licensees, contractors, agents and assigns a licence to use and occupy the Land and Improvements for the following purposes:

- a) The installation of the Well;
- b) The repair, replacement and maintenance of the Well;
- c) The use and installation of Monitoring Equipment; and,
- d) The monitoring of the water levels and water quality at the Well,

including, for greater certainty, access by foot and vehicle including machinery for the above noted purposes.

- 2.2 We agree not to interfere with your use of the Land as described in this Agreement including, for greater certainty, that we will not interfere with the installation or the operation of the Well and Monitoring Equipment.
- 2.3 The term of this Agreement commences on the Commencement Date and terminates on the 50th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 – PROPERTY RIGHTS

- 3.1 The Monitoring Equipment and the Well are and will remain the property of the Province until such time as the Monitoring Equipment is removed by the Province and the Well is decommissioned in accordance with Article 5. The parties agree that no matter the form of or level of affixation of the Monitoring Equipment to the Land; the Monitoring Equipment remains the property of the Province.
- 3.2 We agree to provide you with 30 days' notice of any potential sale of the Land in order to ensure that you make any necessary arrangements to secure your rights to the Well and the Monitoring Equipment.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) observe, abide by and comply with

- (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (b) obtain our consent to the location of the Well;
- (c) complete a BC One Call and hire a utility locator prior to any drilling;
- (d) install the Well not later than March 31, 2018 unless the parties consent in writing to another date;
- (e) maintain emergency access for the Fire Department vehicles;
- (f) upon completion of the installation of the Well, to the extent reasonably possible, restore the surface of the Land to the state it was in prior to any drilling by you;
- (g) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (h) use and occupy the Land and Improvements only in accordance with and for the purposes set out in this Agreement;
- (i) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or non-performance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on the Land by virtue of your entry upon, use or occupation of the Land,
 unless caused by our negligence or wilful misconduct, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (j) on the termination of this Agreement, peaceably quit and deliver to us possession of the Land and Improvements in a safe, clean and sanitary condition in accordance with Article 5.

ARTICLE 5 - TERMINATION

5.1 Either party may terminate this Agreement by providing 6 months written notice to the other

party.

- 5.2 Within a reasonable time after termination in accordance with section 5.1 the Province will remove the Monitoring Equipment and decommission the Well in compliance with the Groundwater Protection Regulation B.C. Reg. 39/2016.

ARTICLE 6 – DISPUTE RESOLUTION

- 6.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 6.2 Subject to section 6.1, if a dispute under this Agreement cannot be resolved under section 6.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 6.3 The cost of the arbitration referred to in section 6.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 6.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Surrey, British Columbia, and if we or our authorized representative have no office in Surrey, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Surrey, British Columbia.

ARTICLE 7 - NOTICE

- 7.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada, sent electronically, or delivered to the address of the other as follows:

to you

MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT

2nd Floor - 10428 153rd Street Surrey, BC, V3R 1E1

P: (604) 586-2801

Email: groundwater@gov.bc.ca

to us

CITY OF MAPLE RIDGE

11995 Haney Place, Maple Ridge, BC, V2X 6A9

P: (604) 463-5221

Email: enquiries@mapleridge.ca;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required, if sent electronically, upon acknowledgment of receipt by the recipient, and if delivered, on the day of delivery.

ARTICLE 8 - MISCELLANEOUS

- 8.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 8.2 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and assigns.
- 8.3 The parties agree that nothing in this Agreement constitutes one party as the other's agent, joint venturer or partner or gives one party any authority or power to bind the other party in any way.
- 8.4 The parties agree that this Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same document.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of the **City of Maple
Ridge**
by its duly authorized representative

SIGNED on behalf of the **City of Maple
Ridge**
by its duly authorized representative

Authorized Signatory
Name:
Date:

Authorized Signatory
Name:
Date:

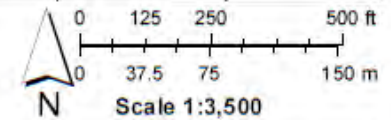
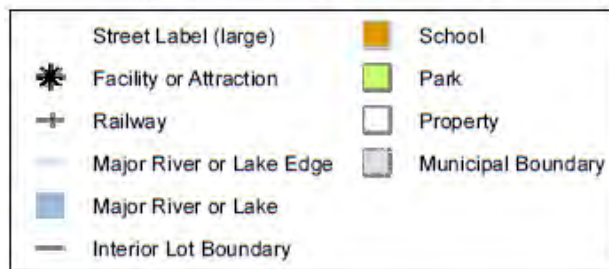
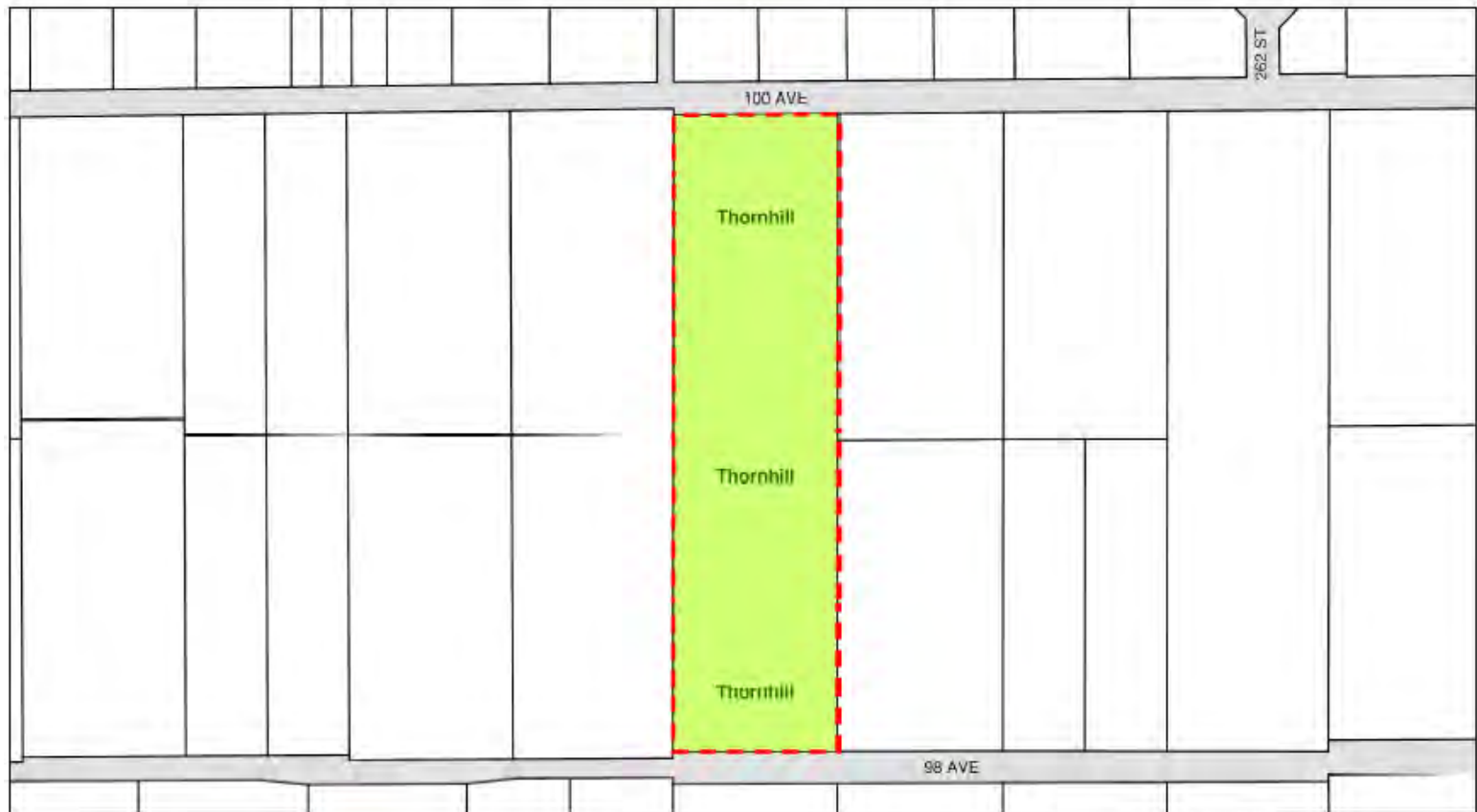
SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Ministry
of Environment Act* or the minister's
authorized representative

Minister responsible for the *Ministry of
Environment Act* or the minister's authorized
representative

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Ministry
of Lands Parks and Housing Act* or the
minister's authorized representative

Minister responsible for the *Ministry of
Lands, Parks and Housing Act* or the
minister's authorized representative

SCHEDULE A



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

City of Maple Ridge
RidgeView 2.0
Printed January 10, 2018

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Maple Ridge Pitt Meadows Arts Council Society Operating and Lease Agreements
- Renewal

MEETING DATE: January 30, 2018
FILE NO: 01-0230-20
MEETING: Council

EXECUTIVE SUMMARY:

The operating and lease agreements attached for consideration are renewals to previous agreements between the City of Maple Ridge and the Maple Ridge Pitt Meadows Arts Council Society (the "Arts Council"). The term of the operating and lease agreements is three years, from 2018 - 2020. The Arts Council continues to operate and manage one of the best large arts and culture facilities in the Lower Mainland with award winning programs and innovative services. This multi-year agreement format for municipal support will provide the Arts Council with ongoing financial stability and allow it to further build organizational capacity and improved operational efficiency and effectiveness – including taking care of the facility as a civic asset. In 2018, the Arts Council will be celebrating its 15th anniversary of operating the ACT Arts Centre, a milestone that reflects the Arts Council's success in engaging the community and fulfilling its commitment to artistic excellence and responsible facility management.

RECOMMENDATION:

That the Maple Ridge Pitt Meadows Arts Council Society's Operating and Lease Agreements dated January 1, 2018 be approved for a three year term; and

That the Corporate Officer be authorized to execute the agreement.

DISCUSSION:

a) Background Context:

The Arts Council has provided excellent artistic and cultural programs and services to our community for many years, including responsible management of the ACT Arts Centre facility (ACT). The ACT Arts Centre, open since 2003, provides high quality arts programs, Gallery exhibitions and performing arts presentations to over 80,000 patrons annually, and is home to many cultural and community events. The Arts Council has met the obligations of the current agreement, and some of its achievements include increased community outreach, diversified artistic offerings, increased learning opportunities including workshops and post-show talks, and creation of the inaugural Maple Ridge Festival of BC Film. In addition, the Arts Council developed community public art projects

along with Canada 150 programming, and created a new position of Facility Manager to better address operating requirements.

In 2015, the agreement structure and content was modified to reflect current practice and included an accountability framework. The updated agreements have worked out well for both parties and upon review during this renewal process, only minor adjustments were identified. Highlights of the proposed minor changes to the agreement and the lease are as follows:

1. Agreement

- a. Department name was changed to Parks, Recreation & Culture throughout the document to reflect the change for the City of Maple Ridge.
- b. The word “cultural” replaces “arts” in the document to reflect the broader scope of programs and services offered at the Arts Centre.
- c. The recommended budget increase for the renewed agreement with the Arts Council Society reflects the increased portion of the funding allotment in the 2018–2022 Financial Plans:
 - \$13,041 in 2018
 - \$13,300 in 2019
 - \$13,567 in 2020

This equates to an increase of approximately 2% per year, net of the \$80,000 lease amount.

- d. Section 9i clarifies that the City’s funding would not be duplicated by other sources of funding to meet the new provincial gaming criteria. This ensures organizations are not receiving duplicate funding for the same programs and services.
- e. In section 11b, “similar mechanism” is added to reflect the Arts Council’s plan to expand the Capital Improvement Fund (CIF), collected per ticket fee, for capital improvements through other program avenues as the building and equipment are aging and will require upgrade and replacement in the near future.
- f. Section 11d clarifies that the Arts Council can also use any monies raised and donated for capital items and improvements by directly expending these funds towards capital items to be purchased, and recording it in the financial statement for tracking purposes as per current practice.

2. Lease

- a. Reference in section 1.5i and section 6 refers to a new Facility Service Level Guidelines document that was created for operational purposes to clarify landlord (City) and tenant (Arts Council) responsibilities for the premises. This operating document will be reviewed by representatives of the landlord and tenant on a regular basis.

- b. In section 6.3, further clarification provided that the landlord may need access to the facility on short notice for operational purposes and the tenant would not unreasonably withhold access.

The operating grant from the City represents a portion of the overall budget for the Arts Council to operate the ACT Arts Centre and to provide the full spectrum of cultural programs and services. As the primary arts programmer of the region, the Arts Council receives educational and performing arts presentation funding from both the provincial and federal governments along with sponsors and donors. The proposed small increase will allow the Society to further strengthen its financial position, to continue to leverage additional funding sources, and to address community needs and operating obligations as the community continues to grow.

b) Desired Outcome:

The desired outcome is to continue to develop a robust and engaged cultural sector that contributes towards an increased sense of community, cultural vitality, volunteerism, and an enhanced local economy that attracts tourists and participants and improves quality of life for residents and businesses.

c) Strategic Alignment:

The recommendation aligns with the 2010 Parks, Recreation and Culture Master Plan direction (6.5 Cultural Facilities, Arts, Culture and Heritage) to continue to support and increase opportunities for participation in the arts.

d) Citizen/Customer Implications:

The proposed updated agreements contribute to encouraging positive recreational and cultural opportunities, education and citizen engagement in arts, culture and heritage, as well as the development of a safe, affordable, vibrant, and livable community.

e) Business Plan/Financial Implications:

The proposed agreement renewals align with business planning goals. Funding of the Arts Council is included in the 2018 - 2022 Financial Plans for \$747,046/year in 2018, \$760,346/year in 2019 and \$773,913/year in 2020.

CONCLUSIONS:

The Arts Council provides leadership to the cultural sector and has demonstrated its ability to operate and manage the ACT Arts Centre and provide a high caliber of cultural programs and services to our communities. Renewing the operating agreement and lease for 2018 - 2020 is recommended and is within the funding envelope identified in the 2018 - 2022 Financial Plans, which takes into consideration a modest inflationary increase and ensures a sustainable service to the community. Civic support will help to foster the recognition of the role that arts, culture and heritage play in the sustainability of cities, especially in relation to economic prosperity, innovation, creativity and the health and wellness of the community.

“Original signed by Yvonne Chui”

Prepared by: Yvonne Chui, Recreation Manager, Arts & Culture

“Original signed by Wendy McCormick”

Reviewed by: Wendy McCormick, Director, Recreation & Community Services

“Original signed by Kelly Swift”

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

“Original signed by Paul Gill”

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

:yc

Attachments:
(1) Maple Ridge Pitt Meadows Arts Council Lease Agreement

ARTS CENTRE LEASE

This LEASE dated as of this 1st day of January 2018

BETWEEN:

CITY OF MAPLE RIDGE, a Municipality incorporated under the laws of the Province of British Columbia, having its offices at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the "Landlord")

OF THE FIRST PART

AND:

MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL, a Society duly incorporated under the *Societies Act* of the Province of British Columbia under number S-9295, and having an office at 11944 Haney Place Maple Ridge, B.C., V2X 6G1

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. The Landlord is the fee simple owner of that certain building having a municipal address of 11994 Haney Place, shown on the sketch plan attached hereto as Schedule "A", and known as the Arts Centre, Theatre and Gallery and herein referred to as "the Premises".
- B. The Tenant wishes to Lease the Premises from the Landlord and the Landlord wishes to grant this Lease to the Tenant.

NOW THEREFORE in consideration of the covenants and the Premises, the Landlord hereby Leases the Premises to the Tenant for the Term on the terms and conditions set out in this Lease:

1.0 INTERPRETATION

1.1 Rights And Obligations

All the Landlord's and Tenant's rights and obligations under this Lease will apply throughout the Term, subject to extension or abridgement according to the terms of this Lease.

1.2 Dispute Resolution

Where there is an unresolved dispute arising out of this Lease, the parties shall in good faith attempt to resolve the dispute and if the parties are unable to resolve the dispute within a 10-day period following notification from one party to the other of a dispute then the dispute shall be resolved by arbitration in accordance with the procedures under the *Commercial Arbitration Act* (British Columbia), or any successor legislation in effect from time to time.

1.3 Net Lease

Unless otherwise expressly stipulated herein to the contrary, it is the intention of this Lease that all expenses, costs, payments and outgoings incurred in respect of the Premises or for any other matter or thing affecting the Premises shall be borne by the Tenant, that the Rent herein shall be free of all abatements, withholding, reduction, release or discharge, set-offs or deductions of any kind or affected by any event, occurrence, circumstance or otherwise and despite any law or statute now or in the future to the contrary, and shall be absolutely net to the Landlord of real property taxes, charges, rates or assessments, expenses, costs, payments or outgoings of every nature arising from or related to the Premises and that the Tenant shall pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments and outgoings. The Tenant will also pay its costs of carrying out its obligations under this Lease.

1.4 Entire Agreement

No verbal, written, express, or implied representations, warranties, guarantees, covenants or agreements of either the Landlord or the Tenant will survive the signing of this Lease unless they are set out in this Lease. This Lease may not be modified or amended except by an express written agreement, made after the Lease has been executed.

1.5 Definitions

In this Lease:

- (a) **"Additional Rent"** means:
 - (i) all other amounts due and payable by the Tenant hereunder other than Basic Rent, whether or not specifically referred to as Rent;
 - (ii) all monies to be paid by the Tenant to the Landlord pursuant to the Arts Centre Operating Agreement and all costs, expenses, losses and damages suffered by the Landlord as a result of any breach of the Arts Centre Operating Agreement by the Tenant.
- (b) **"Arts Centre Operating Agreement"** means that certain agreement made between the Tenant and the Landlord, made as of the 1st day of January 2018, annexed hereto as Schedule "B".
- (c) **"Basic Rent"** as of any particular time means the net basic rental provided for in this Lease as specified in Section 3.2 of this Lease together with any other and additional amounts which are herein expressed to be added to and made part of Basic Rent, other than Additional Rent.
- (d) **"Commencement Date"** means the 1st day of January 2018.
- (e) **"Day" or "Days"** means a calendar day or calendar days.

- (f) **"End of the Term"** means the day that is the last day of the Term of this Lease, being December 31, 2020.
- (g) **"Event of Delay"** means any event or circumstance, regardless of whether it was foreseeable, that prevents a party from performing any of its obligations under this Lease, other than an obligation to pay money, a party that uses reasonable efforts to do so, except that an Event of Delay will not include a party's financial hardship, an increase in prices, or a change of law.
- (h) **"Government Body"** means any municipal, provincial, federal, school, or other public statutory authority, or department or agency thereof.
- (i) **"Hazardous Substances"** means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) radioactive materials;
 - (ii) explosives;
 - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
 - (iv) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (A) endangers the health, safety or welfare of persons or the health of animal life;
 - (B) interferes with normal enjoyment of life or property;
 - (C) causes damage to plant life or to property; or
 - (D) toxic substances; and
 - (v) substances declared to be hazardous or toxic or special waste under any law or regulation now or hereafter enacted or promulgated by any Government Body having jurisdiction over the Landlord, the Tenant or the Premises.
- (j) **"Landlord's Capital Replacement Fund"** means the fund established by the Landlord to provide a source of funds to implement the Landlord's Capital Replacement Plan.
- (k) **"Landlord's Capital Replacement Plan"** means the capital replacement plan prepared by the Landlord for the Premises, for those improvements constructed or installed by the Landlord to the Premises.

- (l) **"Facility Service Level Guidelines"** refers to an operational document that further defines the obligations of Landlord and Tenant for the Premises and Facility, which may be updated by mutual agreement of both parties from time to time.
- (m) **"Landlord's Lands"** means the lands legally described as:

 Lot 118, Except Firstly: Part subdivided by Plan 68843, Secondly: Part Subdivided by Plan LMP46699 and Thirdly: Part Subdivided by Plan LMP46997, District Lot 398 and 401, Group 1, NWD, Plan 60552.
- (n) **"Lease"** means this document and the attached schedules.
- (o) **"Leasehold Improvements"** means all improvements, alterations, partitions, or fixtures from time to time installed for or by the Tenant in the Premises, except for furniture and readily removable trade fixtures and equipment which are not hard wired or plumbed.
- (p) **"Operating Expenses"** means all costs and expenses in connection with the operation and maintenance of all or any portion of the Premises and, without restricting the generality of the foregoing, includes all costs relating to insurance, life safety systems, charges for water, gas, air conditioning, electricity and other utilities, salaries and wages and all independent service contracts and supplies incurred in cleaning, maintenance, garbage collection and disposal, operation, security, repairs, renovations and maintenance of all portions of the Premises and operating systems excluding heating, ventilation and air conditioning.
- (q) **"Premises"** means the building located on a portion of the Landlord's Lands as more particularly delineated in dimensional heavy black lines shown on the plan attached hereto as Schedule "A" together with all replacements, alterations, additions, changes, improvements or repairs thereto.
- (r) **"Prime Rate"** means the annual percentage rate of interest established from time to time by the Bank of Montreal or any successor thereto as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate.
- (s) **"Rent"** means collectively, Basic Rent and Additional Rent.
- (t) **"Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties, and excises whatsoever which are now or may hereafter be levied, imposed, rated, charged or assessed upon or with respect to the Premises, or any part thereof or any personal property of the Landlord used therefore whether levied, imposed, rated, or assessed by any government body or otherwise, and whether or not now customary or in the contemplation of the parties on the date of this Lease and all interest and penalties relating thereto. Without restricting the generality of the foregoing, Taxes shall include all:
 - (i) real property taxes, general and special assessments, and capital taxes;

- (ii) taxes, fees, levies, charges, assessments, rates, duties, and excises for transit, housing, schools, police, fire, or other governmental services, or for purported benefits to the Premises;
- (iii) local improvement taxes, service payments in lieu of taxes, and taxes, fees, levies, charges, assessments, rates, duties, and excises, however described, that may be levied, rated, or assessed as a substitute for, or as an addition to, in whole or in part, any property taxes or local improvement taxes;
- (iv) costs and expenses, including legal and other professional fees and interest and penalties on deferred payments, incurred by the Landlord in contesting or appealing any taxes, assessments, rates, levies, duties, excises, charges, or other amounts as aforesaid; but Taxes shall exclude all of the following:
 - (i) income tax under Part I of the *Income Tax Act* (Canada) as it existed on the Commencement Date to the extent that such taxes are not levied in lieu of such Taxes; and
 - (ii) the Tenant's Taxes.
- (u) **"Tenant's Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties, and excises which are now or may hereafter be levied, imposed, rated, or assessed by any lawful authority relating to or in respect of the business or other activities carried on by the Tenant or relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture, and movable partitions owned or installed by the Tenant at the expense of the Tenant or being the property of the Tenant.
- (v) **"Term"** means a term of 3 years starting on January 1, 2018.
- (w) **"Utility Costs"** shall mean all charges for water, gas, telephone, electric light and power, and all other utilities and services used on or in respect of the Premises or any part thereof, whether separately metered to the Premises or as allocated by the Landlord, acting reasonably to the Premises together with all costs and charges for all fittings, machines, apparatus, meters, and any other thing leased or supplied in respect thereof and all costs and charges for all work and services performed by any corporation, authority, or commission in connection with such utilities and services in respect of the Premises, whether separately charged to the Premises or allocated by the Landlord, acting reasonably, to the Premises.

1.6 Currency

All references to money are to lawful currency of Canada.

1.7 Severability

If any provision of this Lease is prohibited, it will be severed and will not invalidate or render unenforceable the balance of the provisions which will continue in full force and effect.

1.8 Governing Law

This Lease will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.9 Construction

Singulars will include plurals and masculine will include feminine and neuters, and vice-versa. If the word "*including*" is used, the words "without limiting the generality of the foregoing" will be deemed to follow. Headings are for convenience of reference only.

2.0 EARLY POSSESSION AND DEMISE

2.1 Early Possession

If the Tenant uses or occupies the Premises before the Commencement Date, the provisions of this Lease including the obligation to pay Rent pro-rated as described in section 3.5, will apply, provided however the Term will be calculated by reference to the actual Commencement Date.

2.2 Demise

In consideration of the rents, covenants and agreement hereinafter reserved and contained on the part of the Tenant to be respectively, paid, observed and performed, the Landlord does demise and Lease to the Tenant for the Term and upon the conditions herein contained.

3.0 BASIC RENT AND ADDITIONAL RENT

3.1 Paying Rent

The Tenant will pay Rent when due and payable hereunder without deduction, abatement, or set-off.

3.2 Basic Rent

The Tenant will pay the Landlord Basic Rent in the amount of Eighty Thousand Dollars (\$80,000.00) per annum in monthly installments of Six Thousand Six Hundred Sixty Six and Sixty Six cents (\$6,666.66) on the first day of each month of the Term, the first of such payments to be made on the Commencement Date.

3.3 Additional Rent

- 3.3.1 The Tenant will pay all Additional Rent on the last day of each month unless other times for its payment are expressly set out in this Lease. If the Tenant fails to pay any Additional Rent, as and when due, the Landlord will have the same remedies for its collection as it has for recovering Basic Rent in arrears. If the Tenant fails to pay any sum which the Tenant is obliged to pay, then subject to Section 9.1, the Landlord may pay it and it will then be a debt owing by the Tenant to the Landlord.

- 3.3.2 The Tenant shall pay or cause to be paid all Utility Costs, Tenant's Taxes and Operating Expenses directly to the Government Body or other utility, agency or company levying such charge at the time any such Utility Cost, Tax or Operating Expense is due or as the Landlord may direct, and provide the Landlord with proof of payment on demand. If the Tenant fails to pay such amounts, the Landlord may, but is not obliged to, pay such amount and the Tenant shall pay to the Landlord the amount of any such payment as Additional Rent.

3.4 Interest on Arrears

When the Rent, or any other amounts payable hereunder by the Tenant to the Landlord shall be in arrears, such amounts shall bear interest, including interest on overdue interest at the greater of (i) the Prime Rate plus 1.5% per annum calculated monthly not in advance and (ii) 5%, from the date due until paid irrespective of whether or not the Landlord has demanded payment. The Landlord shall have all the remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest shall not prejudice or affect any other remedy by the Landlord under this Lease.

3.5 Irregular Periods

If the Term begins or ends other than on the first or last day of a month or if the first or last fiscal period or tax period is less than 12 months, Rent for any broken month or broken period will be pro-rated at a rate per day equal to 1/365 of the annual Rent.

3.6 Applicable Taxes

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

3.7 Delinquent Taxes

If the Tenant shall in any year during the Term fail to pay the Tenant's Taxes pursuant to section 3.3.2 or other applicable taxes pursuant to section 3.6, when due the Tenant shall thereupon pay interest on such overdue amounts at the rates prescribed or established by the applicable legislation or Government Body, from the date due until paid irrespective of whether the Landlord has demanded payment.

4.0 THE PREMISES

4.1 Possession and Use of Premises

The Tenant will:

- (a) take occupancy of the Premises on the Commencement Date, and at the request of the Landlord, sign an acknowledgment as to the Commencement Date;

- (b) manage and operate the Premises in accordance with the terms herein and the terms of the Arts Centre Operating Agreement;
- (c) not allow anyone except for its employees, clients and other persons lawfully having business with the Tenant, or permitted sub-tenants, to use or occupy the Premises;
- (d) use the Premises only for use as an arts centre for arts and culture programs and services pursuant to the Arts Centre Operating Agreement;
- (e) use and operate the facilities and the services existing within the Premises in a first class manner in keeping with the standards maintained by other similar facilities in the Metro Vancouver region;
- (f) not let the Premises remain vacant for more than four consecutive Days;
- (g) not cause any waste or damage to the Premises;
- (h) not let the Premises become untidy or unsightly, and at the end of each day leave them in such condition that they are clean and tidy;
- (i) in respect of the Tenant's activities on the Premises, at its own cost and expense, comply with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations or orders from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises or any part thereof relating to Hazardous Substances and the protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Premises or the Landlord's Lands or any part thereof constituting an offence thereunder or be in breach thereof and shall not bring upon the Premises, the Landlord's Lands, or any part thereof, or cause or suffer the bringing upon the Premises or the Landlord's Lands or any part thereof, any Hazardous Substances and, if at any time, notwithstanding the foregoing covenants of the Tenant:
 - (i) there are any Hazardous Substances upon the Premises or the Landlord's Lands or a part thereof as a result of the Tenant's use, occupation of or activities on the Premises; and
 - (ii) there is an occurrence of any event on the Premises or the Landlord's Lands or any part thereof arising from the Tenant's activities, operations, use or occupation of or on the Premises constituting an offence under or a breach of any applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders from time to time in force relating to Hazardous Substances;

the Tenant shall, at its own expense:

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

- (iv) promptly remove the Hazardous Substances from the Premises or the Landlord's Lands or any part thereof in a manner which conforms with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders governing the movement of the same; and
- (v) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord, verification of the complete and proper removal of the Hazardous Substances from the Premises or the Landlord's Lands, or any part thereof or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this section;
- (j) at the Tenant's own expense, remedy any damage to the Premises or to the Landlord's Lands where damage arises from the Tenant's activities, use, occupation or operation of or on the Premises;
- (k) if any Government Body having jurisdiction shall require the clean-up of any Hazardous Substances held, released, spilled, abandoned or placed upon the Premises or the Landlord's Lands or any part thereof or released into the environment from the Premises or the Landlord's Lands or any part thereof during the Term by the Tenant or arising from the Tenant's use and occupation of, and operations and activities on the Premises, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by that Government Body having jurisdiction and carry out the work and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. The Tenant agrees that if the Landlord determines, in its sole discretion, that the Landlord, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant;
- (l) provide authorizations to permit the Landlord to make enquiries from time to time of any Government Body with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant, the Tenant's activities on the Premises or the Landlord's Lands or any part thereof including without limitation all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders pertaining to Hazardous Substances and the protection of the environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information;
- (m) permit the Landlord at any time and from time to time to inspect the Tenant's property and equipment used by the Tenant upon the Premises or the Landlord's Lands or any part thereof and the Tenant's records relating thereto for the purpose of identifying the existence or absence of any Hazardous Substances and the Tenant shall assist the Landlord in so doing;

- (n) if the Tenant shall bring or create upon the Premises or the Landlord's Lands any Hazardous Substances or suffer the bringing or creation upon the Premises or the Landlord's Lands of any Hazardous Substances or if the Tenant shall cause there to be any Hazardous Substances upon the Premises or the Landlord's Lands, then, notwithstanding any rule of law or equity to the contrary such Hazardous Substances shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous substances to the Premises or the Landlord's Lands and notwithstanding the expiry or earlier termination of this Lease;
- (o) the obligations of the Tenant in subsections 4.1(g), 4.1(h), 4.1(i), 4.1(j), 4.1(l), and 4.1(n) inclusive shall survive the End of the Term;
- (p) to make the Premises available to the Landlord for its functions at mutually agreed upon times when the Tenant does not require the Premises for scheduled programs and rentals during non-prime times (generally July, August and first three weeks in September and/or when arts centre facilities are reasonably available). Specifically the Landlord shall have access to the Premises as follows:
 - Booking, at no charge, for municipal events and programs:
 - i) One use of the full Premises per year including main stage theatre and breakout rooms; and
 - ii) Three studio theatre uses per year; and
 - Booking at a discounted rental fee at government rates negotiated between the two parties for additional bookings.

The Landlord will not sublet or rent the Premises to a third party. The Landlord shall reimburse the Tenant for any out of pocket or hard expenses incurred, beyond those costs normally covered in the rental fee, resulting from the Landlord's use of the facility (e.g. tech crew, front of house, janitorial staff). The Landlord's staff liaison will be the assigned representative to communicate the Landlord's use requests with designated Tenant staff.

4.2 Complying with Laws

- (a) The Tenant covenants to obtain and maintain all required licences, permits and consents and shall competently and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the Premises or the Landlord's Lands or any part thereof or the Tenant's activities within the Premises or the Landlord's Lands or any part thereof.
- (b) Without derogating from the generality of the foregoing, the Tenant covenants that, throughout the Term, the Tenant will comply and abide by all municipal, regional, provincial and federal legislative enactments, by-laws, regulations, orders and any municipal conversion guidelines which relate to the Premises, or to the equipment, maintenance, operation, occupation, or to the construction of the Premises and the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Premises or any part thereof.

4.3 Tenant's Quiet Enjoyment

If the Tenant duly and punctually pays the Rent and complies with its obligations, the Tenant will be entitled to peaceably possess and enjoy the Premises during the Term.

4.4 Additional Easements - Landlord's Lands

The Tenant acknowledges and agrees that the Landlord may grant or allow easements, statutory rights of way, licenses, or other agreements for access purposes or to provide for services and facilities in connection with the Landlord's Lands, and agrees that the Tenant's rights under this Lease shall be subject to any such easements, statutory rights of way, licenses, or other agreements and notwithstanding any terms of this Lease hereunder the Landlord may enter into such agreements and grant such rights.

5.0 DISPOSITIONS

5.1 Assigning And Sub-Letting

The Tenant will not assign this Lease or sub-let or part with possession of the whole or any part of the Premises for the whole or any part of the Term without the written consent of the Landlord, which consent shall be in the sole and unfettered discretion of the Landlord, provided that the Tenant may allow a portion of the Premises to be used and occupied under license to third parties for scheduled programming and rentals as a community arts and culture facility.

5.2 Landlord's Assignment

The Tenant acknowledges and agrees that the Landlord may assign, sell, transfer, lease, mortgage, encumber or otherwise deal with its interest in the Premises or any portion thereof, or any interest of the Landlord therein, in every case without the consent of the Tenant.

5.3 Mortgaging

The Tenant shall not mortgage or charge this Lease, or otherwise encumber its leasehold interest in the Premises, or any part thereof and will not charge, mortgage or otherwise pledge its fixtures, chattels, furniture, or equipment used and located on the Premises.

6.0 REPAIRS, RENOVATIONS, DAMAGE AND EXPROPRIATION

6.1 Landlord's Tangible Capital Replacement

(a) The Landlord's obligation to repair or replace the Premises is restricted to those obligations and requirements set out in the Landlord's Capital Replacement Plan and further defined in the Facility Service Level Guidelines. With respect to any tangible capital replacement, the Landlord shall cause such repair or replacement to be undertaken in accordance with the Landlord's Capital Replacement Plan utilizing the Landlord's Capital Replacement Fund. If any tangible capital replacement is required for the Premises, the Landlord shall cause such replacement to be commenced in the case

of an emergency, as soon as practical and otherwise within 60 Days after the Tenant's notice to repair and the Landlord will repair, restore and make good such replacement and proceed diligently thereafter to the completion thereof. Both parties will review capital requirements in the inventory list at least annually to update and amend as needed.

Landlord's Structural Facility Repairs

- (b) The Landlord is responsible for structural facility repairs, roofing and replacement of heating, plumbing, air conditioning, electrical and ventilating systems, with a lifecycle of beyond five years and exterior glass, exterior repainting and replacement of exterior signage and floor replacements shall be funded from the capital reserve established by the Landlord for that purpose.

6.2 Tenant's Repairs

The Tenant will keep the Premises in a good and reasonable state of repair and maintenance as a prudent and reputable long term tenant in accordance with the operating plan and manual and with the maintenance plan and manual, all of which were delivered by the Landlord to the Tenant and further defined in the Facility Service Level Guidelines. The Tenant will also keep the Premises in good and reasonable repair, consistent with the standards for comparable facilities in the Greater Vancouver Area, reasonable wear and tear excepted. The Tenant will keep the Premises, its Leasehold Improvements and its fixtures in good repair and in a clean and safe condition, and shall be responsible for all equipment and facility operating, servicing and preventative maintenance, interior painting, and minor repairs, except for the capital replacement costs and structural facility repairs to the Premises set out in the Landlord's Capital Replacement Plan.

6.3 Inspection and Access

With 48 hours advance notice to the tenant, the Landlord's representatives may enter the Premises from time to time and at all reasonable times, and at any time during any emergency, to:

- (a) inspect or supervise repair, maintenance, or renovation;
- (b) do its own repairs, maintenance, or renovations; and
- (c) gain access to utilities and services (including under floor or overhead ducts and access panels).

Short notices may occur from time to time and the tenant will not unreasonably withhold access to the facility when needed.

6.4 Tenant Renovations

The Tenant will not modify, construct, install, or alter the Premises without the Landlord's prior written consent. When requesting that consent, the Tenant will give the Landlord a copy of reasonably detailed drawings and specifications for the proposed work and names of

contractors and subcontractors who will perform such work. The Tenant will do such approved work at its sole cost and expense in a good and workmanlike manner, in accordance with the drawings and specifications the Landlord has approved, and in accordance with the Landlord's reasonable requirements. The Tenant will use contractors and subcontractors to whom the Landlord has consented, except that the Tenant may use its own employees provided such employees carry out such construction, installation or alteration in accordance with all manufacturers or equipment suppliers requirements and industry standards and subject to the foregoing, the Landlord may designate the contractors, and subcontractors to be used for mechanical, structural, or electrical design and work. The Landlord's reasonable costs of providing consent, inspection, and supervision with respect to any such work are to be paid for by the Tenant as Additional Rent. Upon completing any work, the Tenant will deliver to the Landlord a full set of as-built drawings which the Landlord may keep.

6.5 Liens

In connection with all labour performed on, or materials supplied to the Premises or the Landlord's Lands, the Tenant shall comply with all the provisions of the *Builders Lien Act* (British Columbia) and other statutes from time to time applicable thereto (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks) and, pursuant to the *Builders Lien Act* or such other statutes, shall post and keep posted and registered notices pursuant to the *Builders Lien Act* and in respect of the posted notices in at least two conspicuous places, on the Premises or the Landlord's Lands obvious to workmen, material men, contractors and subcontractors, from the date of commencement of any construction until the date that is 45 Days next following the date on which the architect certifies that the improvements to the Premises or the Landlord's Lands are substantially completed, stating that the Landlord will not be responsible for the improvements. Notwithstanding the foregoing, the Landlord reserves the right through the Term to enter upon the Premises at the Landlord's option for the purpose of posting and maintaining such notices. The Tenant and those claiming through the Tenant shall not remove, deface or obscure such notices.

6.6 Tenant to Discharge Lien

If and whenever any builders liens or other lien for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable, or claims therefore shall arise or be filed, the Tenant shall within 15 days after receipt of notice thereof procure the discharge thereof, including any *lis pendens* registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law.

6.7 Tenant to Reimburse Landlord

The Tenant will reimburse the Landlord for all costs of the Landlord arising out of or in any way connected with section 6.5 or 6.6 or any builder's lien or other lien arising as a result of any activity of the Tenant under this Lease or on the Premises or the Landlord's Lands.

6.8 Tenant's Negligence and Liability

Despite section 6.1, if any part of the Premises or the Landlord's Lands, including utilities systems, needs repair or replacement by reason of the fault, omission or negligence of the Tenant or its employees, contractors, invitees or licensees, the Tenant will be responsible for repair and restoration thereof at its own expense therefore and for any resulting or consequential injury, loss or damage whether or not such repair or replacement is covered by the Landlord's Capital Replacement Plan.

6.9 Damage or Destruction

In the event of any substantial damage or the destruction to the Premises, the Landlord may in its discretion, terminate this Lease without compensation to the Tenant.

6.10 Expropriation

If during the Term the whole of the Premises or any material part of the Premises shall be taken or expropriated by any public authority, then the obligation of the Tenant for the payment of rent and other charges beyond the date of vesting of title to the Premises in the public authority or the date upon which the public authority will have the right to the possession of the Premises, whichever is earlier (herein called the "expropriation date") will cease and following the due settlement by the expropriating authority of such awards as may be payable as a result of the expropriation, this lease and all right, title and interest of the Tenant hereunder will terminate, effective as of the expropriation date. If during the Term a part of the Premises is so taken or expropriated and the remainder of the Premises is sufficient to allow the Tenant to reasonably efficiently carry on its normal business operations, then this Lease will continue in full force and effect, save and except that the Tenant will be liable for rent in respect of the part of the Premises so taken only up to the expropriation date and thereafter the Rent and other charges payable hereunder will be reduced proportionately in the reasonable determination of the Landlord on a square footage basis. All compensation and damages awarded by the expropriating authority with respect to the taking of the Premises or part thereof including any payment for diminution in value of the remainder of the Premises will belong to the Landlord and the Tenant will only be entitled to receive such compensation or damages as it may claim and recover from the expropriating authority in respect of the loss of occupancy, interruption and tenant's fixtures.

7.0 SURRENDERING PREMISES AND REMOVING FIXTURES

7.1 Surrender

At the end of the Term or earlier termination of this Lease, the Tenant will surrender possession of the Premises and the Tenant's Leasehold Improvements to the Landlord, without compensation, in the condition in which the Tenant was obliged to keep them during the Term. The Tenant's Leasehold Improvements will remain the Landlord's property, except for those which the Tenant is obliged to remove under Section 7.2.

7.2 Removal of Fixtures

During the Term, the Tenant will not remove from the Premises its Leasehold Improvements, trade fixtures, furniture or equipment, except for furniture and equipment which, in the normal course of its business, is no longer needed or is being replaced by furniture or equipment of equal or better quality.

7.3 Survival

The Tenant's obligations in this Section 7.0 will survive the End of the Term.

8.0 LIABILITY-INDEMNIFICATION AND INSURANCE

8.1 Limitation of Landlord's Liability

The Landlord will not be liable for any bodily injury or death of, or loss or damage to any property belonging to, the Tenant or its employees, contractors, invitees, or licensees or any other person in or about the Premises, the Landlord's Lands or any part thereof unless resulting from the Landlord's gross negligence, but in no event will the Landlord be liable for any damage caused by smoke, steam, water, ice, rain, snow, or fumes which may leak into, issue or flow from any part of the Premises, the Landlord's Lands or any part thereof or from the plumbing works, or from any other place, or caused by the condition or arrangement of any wiring. The Tenant shall not be entitled to any abatement of Rent in respect of any such loss, damage, injury, failure or interruption of service nor shall the same constitute an eviction.

8.2 Indemnification - General

The Tenant will release, indemnify, defend and save harmless the Landlord, its elected officials, officers, employees, agents and contractors from and against any and all losses, demands, builders liens, liabilities, damages, costs, expenses, indirect or consequential damages (including loss of profits and loss of use and damage arising out of delays), causes of actions, actions, claims, suits and judgments including all costs of defending or denying the same (including all legal fees on a solicitor and own client basis), which the Landlord may incur or suffer or be put to by reason of or in connection with or arising from the Tenant's activities on the Premises or the Landlord's Lands, this Lease or the use and occupation of the Premises or the Landlord's Lands, including without limitation:

- (a) any breach, violation or non-performance by the Tenant of any obligation contained in this Lease to be observed or performed by the Tenant;
- (b) any damage to the property of the Tenant, any sub-tenant, licensee, or any person claiming through or under the Tenant or any sub-tenant or licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, occupation, repair or maintenance of the Premises;
- (c) any injury to any person, including death, resulting at any time therefrom, occurring in or about the Premises or the Landlord's Lands;

- (d) any wrongful or unlawful act or neglect of the Tenant, its invitees and licensees, in and about the Premises or the Landlord's Lands;
- (e) the Premises or the Landlord's Lands or any portion thereof not being suitable for use by the Tenant;
- (f) any release or alleged release of any Hazardous Substances at or from the Premises for the Landlord's Lands+ arising or resulting from or in relation to any act or omission or of the use of occupation of the Premises by the Tenant or any person for whom in law the Tenant is responsible;
- (g) the need to take any remedial action and the taking of such action as a result of Hazardous Substances on the Premises or the Landlord's Lands or any portion thereof; or
- (h) any injury to any person (including death), property damage or other loss or damage including damage to property outside the Premises or the Landlord's Lands or any portion thereof, arising out of or in any way connected with the manufacture, storage, transportation, handling or discharge of Hazardous Substances on or from the Premises.

8.3 Survival of Indemnities

The obligations of the Tenant to indemnify the Landlord shall apply and continue notwithstanding the End of the Term, any termination of this Lease or breach of this Lease by the Landlord, or negligence on the part of the Landlord, its elected officials, officers, servants, agents, employers, contractors and subcontractors anything in this Lease to the contrary notwithstanding.

8.4 Tenant's Insurance

The Tenant will obtain and maintain in good standing:

- (a) Commercial General Liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises or the Landlord's Lands or any portion thereof including personal liability, liability assumed by contract, Tenant's legal liability, and non-owned automobile liability. Such insurance will:
 - (i) have a limit of not less than \$5,000,000 in respect of any one occurrence;
 - (ii) be primary insurance and will not call into contribution any other insurance available to the Landlord, which means that the Tenant's insurance will cover any loss before the Landlord's or other insurance; and
 - (iii) provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party;
- (b) insurance upon the Tenant's property normally located within the Premises, and any property which is repaired at the Tenant's expense under this Lease, including stock

in trade, inventory, furniture, fittings, Leasehold Improvements, and Tenant's fixtures in an amount equal to the full replacement cost thereof, against at least the perils of fire, sprinkler leakage, theft, vandalism, riot, civil commotion, impact of aircraft, water damage, earthquake, flood, and any perils not mentioned above which are included in normal "all risks" coverage;

- (c) insurance against all explosion, rupture or failure of boilers, pressure vessels or equipment within or serving the Premises exclusively;
- (d) such other types of insurance as a prudent tenant would obtain from time to time.

The Tenant will obtain all such insurance in at least those amounts set out in Section 8.4 (a) as it relates to the liability insurance policies, and otherwise in those amounts a prudent owner of comparable space in a comparable building in the Greater Vancouver area would obtain and maintain from time to time. All such insurance policies will:

- (e) include the Tenant and the Landlord with respect to the insurance policy specified in Section 8.4(a) as named insureds;
- (f) contain a waiver of any right of subrogation or recourse by the Tenant's insurer against the Landlord or its employees, agents, contractors, whether or not any loss is caused by the act, omission or negligence of the Landlord or its employees, agents, contractors;
- (g) provide that the insurer will give the Landlord 30 days' prior written notice of cancellation, material alteration or lapse of any policy; and
- (h) provide that such policies will not be invalidated with respect to the interest of the Landlord by reason of any breach or violation of any warranties, representations, declarations, or conditions contained in the policies. The Tenant will effect all such policies with insurers and upon terms satisfactory to the Landlord. The Tenant will give the Landlord certified copies of its insurance policies evidencing all such insurance and its renewal. The Tenant will pay the premium for each policy. If the Tenant fails to obtain or maintain any such insurance, the Landlord may do so as the Tenant's agent and at the Tenant's costs. The Tenant will review all its policies annually to ensure that they are up to date and will obtain and maintain such other insurance as required by the Landlord from time to time.

8.5 Landlord's Insurance

The Landlord will take out and maintain property insurance on the Premises in the amounts, for the perils and on the terms and conditions that it insures its other buildings and property.

9.0 PERFORMANCE OF TENANT'S COVENANTS, DEFAULT, BANKRUPTCY AND TERMINATION

9.1 Landlord May Perform Covenants

If the Tenant defaults in complying with any of its obligations under this Lease, the Landlord, in addition to its other rights and remedies under this Lease or at law or at equity, may

remedy or attempt to remedy any such default and for such purpose may enter the Premises. No such entry will be deemed to be a re-entry or trespass. The Tenant will promptly pay the Landlord on demand for the Landlord's costs, charges and expenses of so remedying or attempting to remedy together with any interest thereon. Except for the Landlord's intentional acts or negligence, the Landlord will not be liable to the Tenant for any act or omission in so remedying or attempting to remedy. No notice of the Landlord's intention to perform such covenant need be given to the Tenant except if and to the extent any provision of this Lease expressly requires that notice be given in the circumstances.

9.2 Right of Re-Entry on Default or Termination

If and whenever:

- (a) the Tenant fails to pay any Rent after it is due and after five Days' notice of late Rent from the Landlord; or
- (b) the Tenant defaults in observing or performing any of its obligations and fails to cure that default within 30 days after the Landlord gives the Tenant notice specifying the nature of the default, or no time for cure in the event of emergency circumstances, or where the Tenant has failed to keep in force the required insurance, or where the default is not curable;
- (c) the Tenant ceases to be or operate as a not-for-profit entity;
- (d) this Lease is terminated under any provision hereof;
- (e) the Landlord has become entitled to terminate this Lease; or
- (f) the Tenant abandons the Premises or any part thereof,

then, in each and every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forced entry if necessary, to enter into and upon the Premises or any part thereof in the name of the whole, and to terminate this Lease to repossess the Premises and enjoy as of its former estate, despite anything in this Lease to the contrary. If the Landlord terminates this Lease pursuant to this Section 9.2 or otherwise as a result of default of the Tenant, the Tenant shall be liable to the Landlord for the amounts payable pursuant to Section 9.10.

9.3 Termination And Re-Entry

If the Landlord is entitled to re-enter the Premises under this Lease or at law or at equity, the Landlord, in addition to its other rights and remedies, may terminate this Lease forthwith by leaving notice of such termination in the Premises.

9.4 Re-Letting

If the Landlord is entitled to re-enter the Premises under this Lease or at law or at equity, the Tenant shall immediately vacate and surrender the Premises and all rights of the Tenant under this Lease to the Landlord and the Landlord, in addition to its other rights and

remedies, may enter the Premises, as the Tenant's agent, and re-let them and receive the rent from that re-letting, and, as the Tenant's agent, take possession of any personal property in the Premises, or any place to which it has been removed, and sell it at public or private sale without notice to the Tenant, and the Landlord shall retain the proceeds and any basic rent or additional rent received from the re-letting, without prejudice to any amounts due and owing by the Tenant hereunder, all on whatever terms the Landlord may deem appropriate.

9.5 Method and Waiver on Re-Entry

If the Landlord re-enters the Premises then, in addition to its other rights and remedies, it may expel the Tenant and those claiming through or under the Tenant, remove any property in the Premises, and force or change the locks, without being guilty of trespass. The Tenant waives and renounces the benefit of any present or future law requiring the Landlord to serve notice or begin legal action in order to re-enter.

9.6 Bankruptcy or Insolvency

If the Term shall at any time be seized or taken in execution by any creditor of the Tenant, or if the Tenant shall make a general assignment for the benefit of creditors, or if it is dissolved, cancelled or wound up under the *Society Act* (British Columbia), or if it is struck from the register of societies by the British Columbia Corporate Registry, or be adjudicated a bankrupt or insolvent, or shall consent to the institution of bankruptcy or insolvency proceedings against it, or shall file an application or petition or answer or consent, seeking re-organization or re-adjustment of the Tenant under the *Bankruptcy and Insolvency Act* or any law of Canada or any province thereof relating to bankruptcy or insolvency, or shall consent to the filing of any such application or petition, or shall consent to the appointment of a receiver, or if the Tenant or its officials or officers shall pass any resolution authorizing the dissolution or winding-up of the Tenant, or if a receiver, interim receiver, trustee or liquidator of all or any part of the property of the Tenant shall be appointed or applied for by the Tenant, or if a judgment, decree or order shall be entered by a court of competent jurisdiction adjudging the Tenant as bankrupt or insolvent or subject to the provisions of the *Bankruptcy and Insolvency Act* or determining the proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding-up or any similar relief under the *Bankruptcy and Insolvency Act* or any law of Canada or any province thereof relating to bankruptcy or insolvency have been properly instituted, then this Lease shall at the option of the Landlord immediately become terminated.

9.7 Distress

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's right of distress, and agrees that none of the Tenant's personal property will be exempt from levy by distress for Rent in arrears.

9.8 Cumulative Remedies

The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available

remedies specified herein or at law or equity. In addition to any other remedies provided in this Lease, the Landlord shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements hereof.

9.9 Waiver and Condoning

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this Lease shall not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this Lease shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of Rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Tenant shall not waive such breach. No waiver by the Landlord shall be effective unless made in writing.

9.10 Legal Fees

If the Landlord exercises any of its rights or remedies as a result of the default, the Tenant will pay the Landlord's reasonable costs and out-of-pocket expenses of so exercising, including complete legal costs.

10.0 GENERAL PROVISIONS

10.1 Events of Delay

If either the Landlord or the Tenant is unable to provide any service, utility, work, or repair by reason of an Event of Delay not the fault of the party delayed, the time for performing the obligation shall be extended by that period of time which is equal to length of the delay, but this shall not operate to excuse the Tenant or the Landlord from the prompt payment of any amount required under the Lease. The Landlord or the Tenant, as the case may be, will use all reasonable efforts to overcome any such Event of Delay. Neither the Landlord nor the Tenant will be entitled to compensation for any inconvenience, nuisance, or discomfort caused by such an Event of Delay, or to cancel this Lease.

10.2 Overholding

This Lease will terminate at the End of the Term without notice or demand. If the Tenant stays in the Premises after the End of the Term without objection by the Landlord and without a further written agreement with the Landlord, such holding over will not constitute a renewal of this Lease. In such case, the Landlord, at its option, may elect to treat the Tenant as one who has not vacated at the End of the Term and to exercise all its remedies in that situation, or may elect to construe such holding over as a tenancy from month to month subject to all the terms of this Lease, except:

- (a) for Term;
- (b) basic rent which will be equal to two times the Basic Rent payable in advance in monthly installments on the first day of each month; and

- (c) that there will be no inducements or allowances, renewal rights, rent abatements, rights of refusal, rights to additional space or other like concessions or rights.

This provision shall not authorize the Tenant to overhold where the Landlord has objected.

10.3 Exhibiting Premises

The Landlord, during normal business hours, may exhibit the Premises to prospective tenants during the last 6 months of the Term and, at all reasonable times, to the Landlord's prospective purchasers and lenders, but, in doing, will disturb the Tenant as little as possible.

10.4 Subordination

This Lease and the Tenant's rights will be subordinated and postponed to all mortgages and other financial charges which now or hereafter charge the Premises, and to all renewals, modifications, consolidations, replacements, or extensions of same, notwithstanding the respective dates of execution or registration. The Tenant, at the Landlord's cost, will execute any instrument confirming such subordination and postponement.

10.5 Certificates

The Landlord and the Tenant agree that at any time and from time to time upon not less than thirty (30) days prior request by the other party, each will execute, acknowledge and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the Rent and other charges have been paid and the request shall specify the charges in respect of which such information is required;
- (c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular enquiries, the party who requests the statement is not in default under any provisions of this Lease; or, if in default, the particulars thereof; and
- (d) any other reasonable information which is requested.

10.6 Attornment

If any person shall through the Landlord succeed to the rights of the Landlord under this Lease or to ownership of the Premises, whether through possession or foreclosure or the delivery of a transfer of the Premises then, upon the request of the party succeeding to the Landlord's rights hereunder, the Tenant shall attorn to and recognize the Landlord's mortgagee or other party as the landlord of the Tenant under this Lease, and shall promptly execute and deliver any instrument that such party may reasonably request to evidence the attornment. In the event of any other transfer of the interest of the Landlord hereunder, upon the written request of the transferee and the Landlord, the Tenant shall attorn to and

recognize the transferee as the landlord of the Tenant under this Lease and shall promptly execute and deliver any instrument that the transferee and Landlord may reasonably request to evidence the attornment provided that the transferee agrees with the Tenant to become the landlord hereunder and to assume the obligations of the Landlord hereunder that are to be performed after the transfer.

10.7 Notices

Any notice, request, or demand required or permitted to be given must be in writing and will be sufficiently given if personally served or mailed by prepaid registered post as follows:

- (a) to the Landlord:
City of Maple Ridge
11995 Haney Place
Maple Ridge, British Columbia V2X 6A9
Attention: Municipal Clerk
- (b) to the Tenant:
Maple Ridge and Pitt Meadows Arts Council
11944 Haney Place
Maple Ridge, British Columbia V2X 6G1
Attention: The President

Any notice, request, or demand will be presumed, if mailed, to have been received five business days after the day on which it is mailed, if delivered, upon receipt, except that if, between the time of mailing and actual receipt, there is an actual or reasonable, anticipated mail strike, slowdown, or labour dispute which might affect delivery, the notice will be effective only if actually delivered. Either the Landlord or Tenant will give notice to the other changing its address for service.

10.8 Time of Essence

Time will be of the essence of this Lease, save as herein otherwise provided.

10.9 Registration

This Lease must not be registered in the Land Title Office.

10.10 Liability

If two or more persons, corporations, partnerships, or other business associations execute this Lease as Tenant the liability of each to observe or perform the Tenant's obligations will be deemed to be joint and several. If the Tenant or covenantor, as the case may be, named in this Lease is a partnership or other business association, the members of which by law are subject to personal liability, the liability of each such member will be deemed to be joint and several. The Tenant will cause the Tenant's employees, invitees, licensees, and other persons over whom the Tenant may reasonably be expected to exercise control to comply with the Tenant's obligations under this Lease, and any failure to comply will be deemed to be a default by the Tenant. The Tenant will be liable to the Landlord for the negligent or

willful acts or omissions or any such employees, invitees, licensees, or other persons over whom the Tenant may reasonably be expected to exercise control.

10.11 Binding Effect

It is further agreed and declared by the Landlord and the Tenant that this Lease shall extend to, be binding upon and enure to the benefit of, the Landlord and the Tenant and each of their successors and permitted assigns.

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

CITY OF MAPLE RIDGE by its authorized signatory:

Corporate Officer

Date: _____

The MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL
by its authorized signatories:

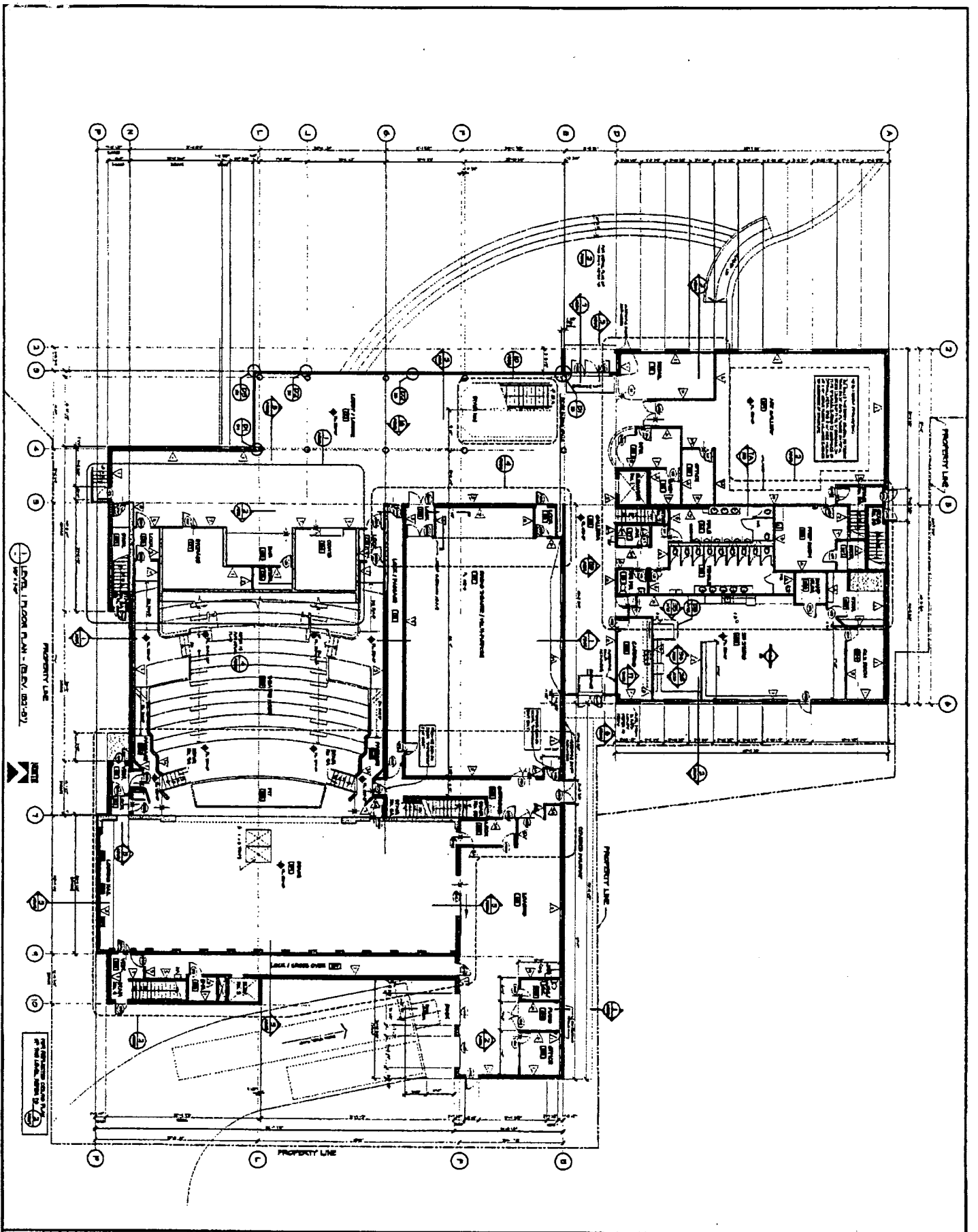
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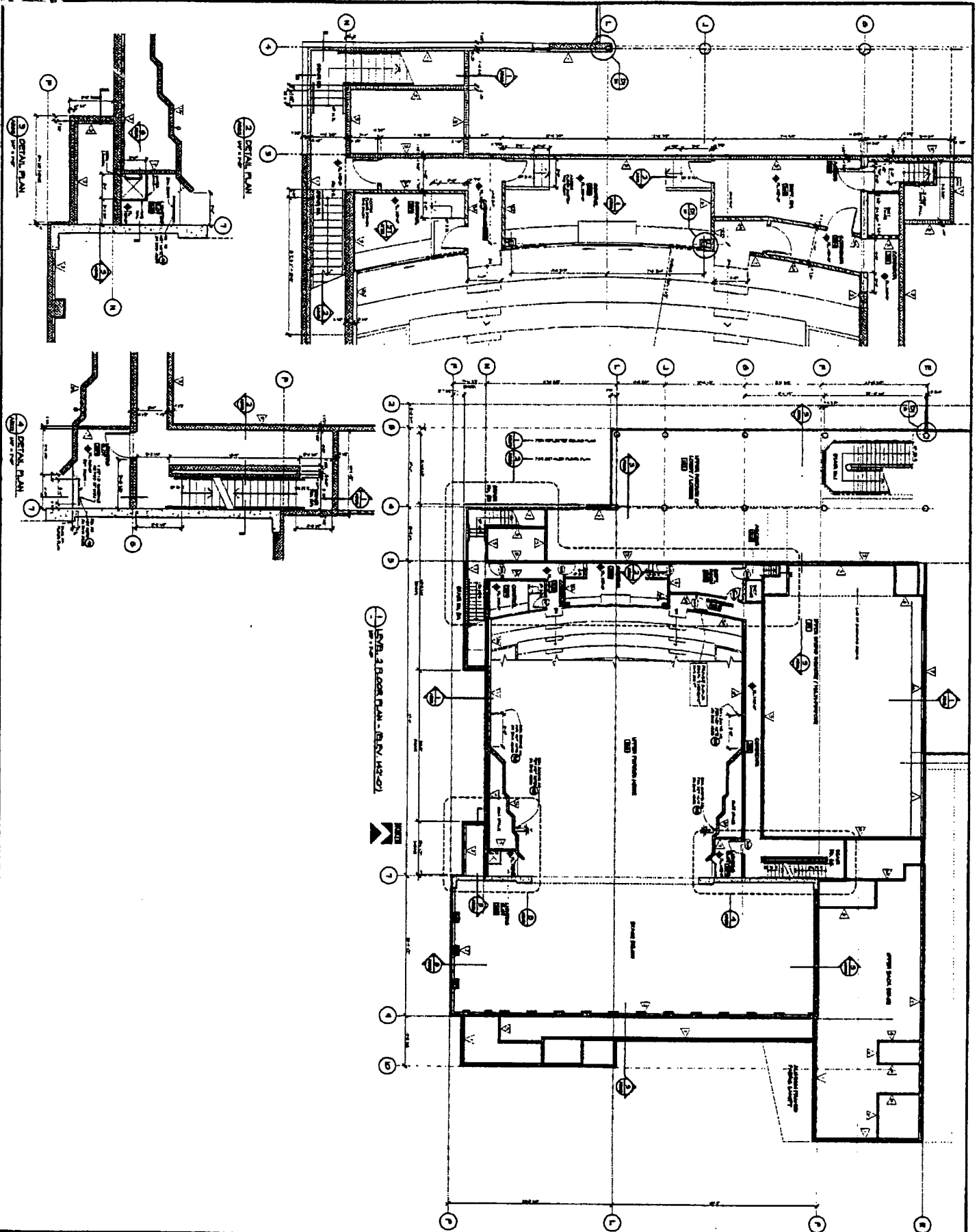
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**MAPLE RIDGE TOWN CENTRE
ARTS CENTRE**

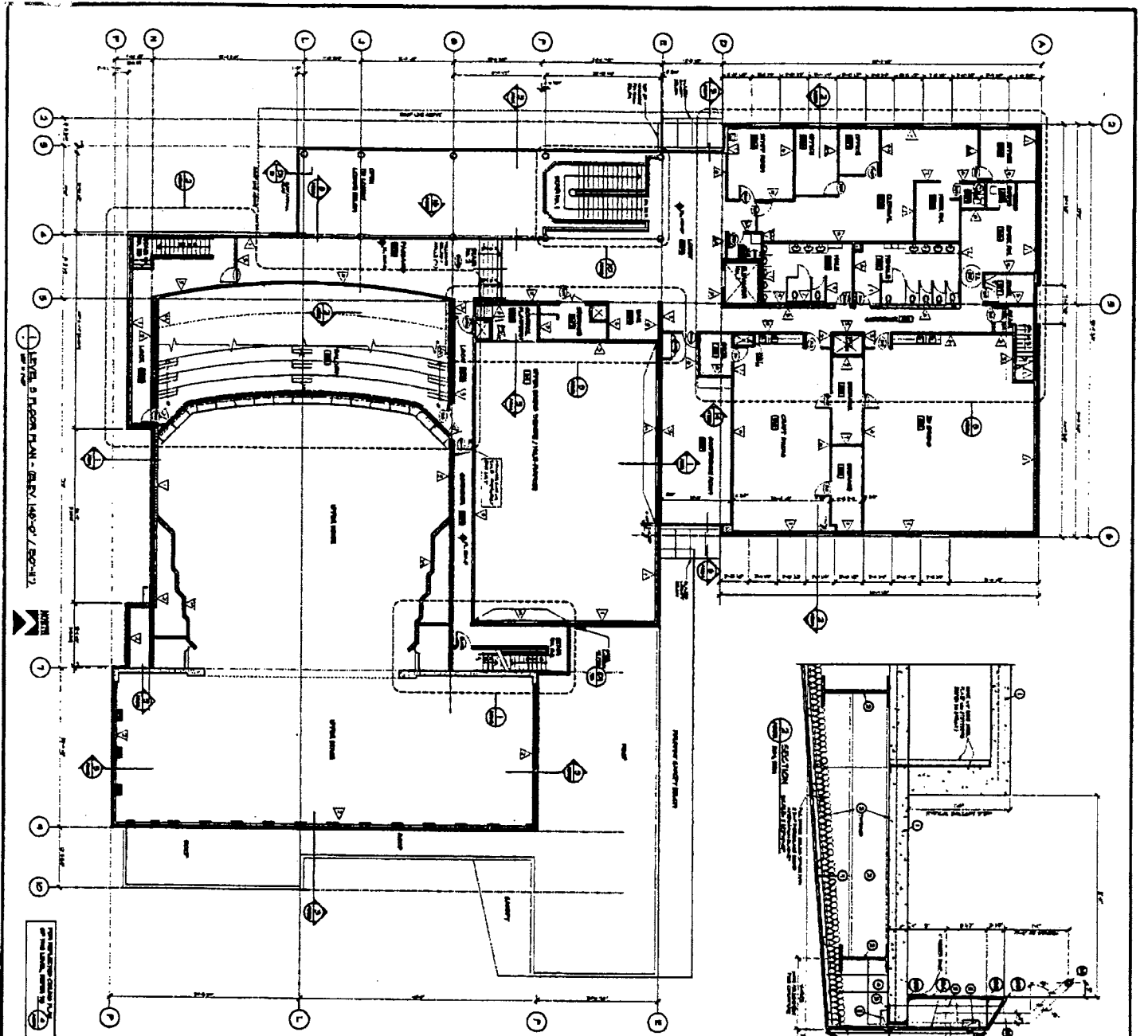
Architectural drawing showing the layout of the Maple Ridge Town Centre Arts Centre, including rooms, corridors, and structural details.

**TOBY
RUSSELL
ARCHITECTS**

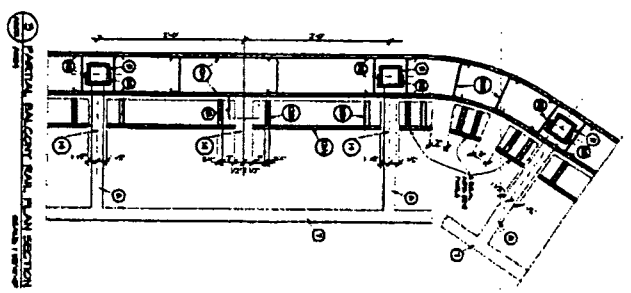
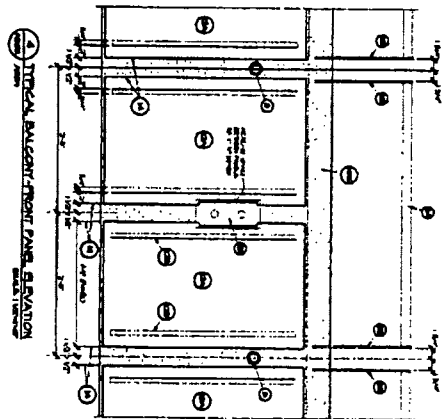
Architectural drawing showing the layout of the Maple Ridge Town Centre Arts Centre, including rooms, corridors, and structural details.

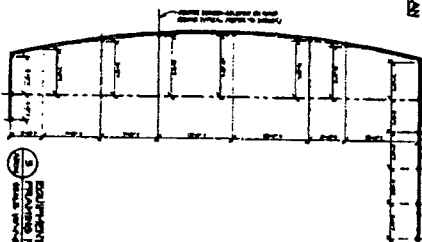
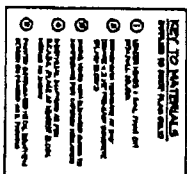
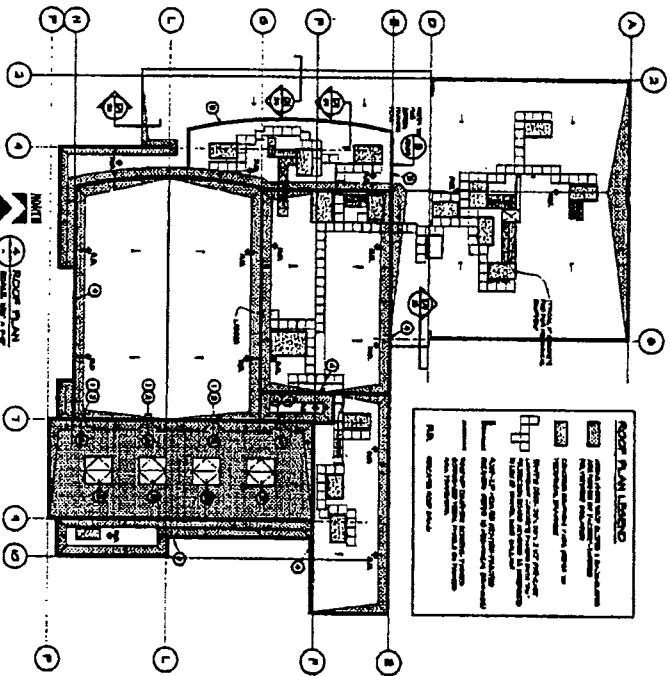
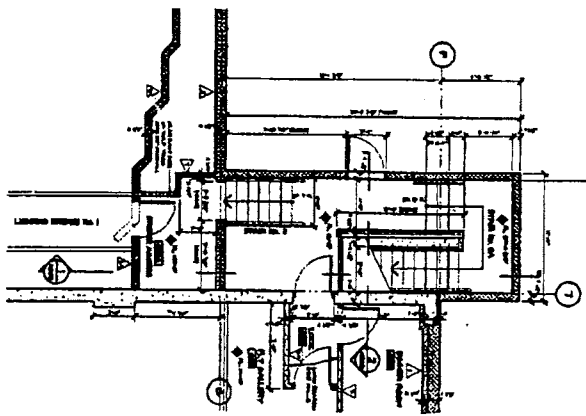
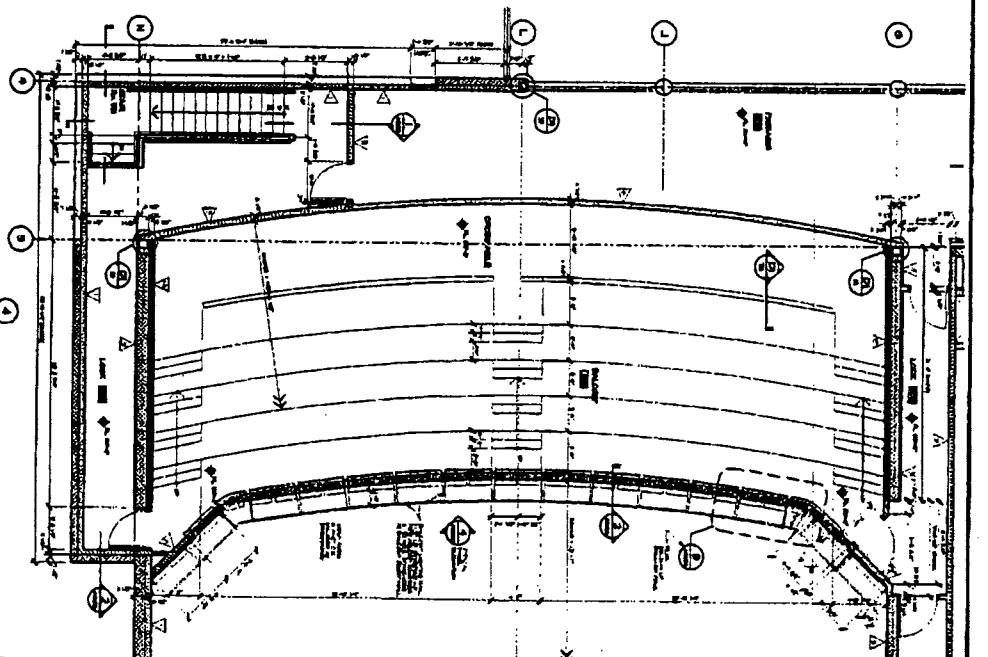
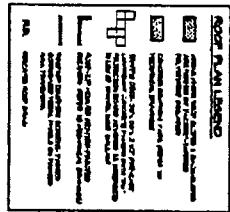
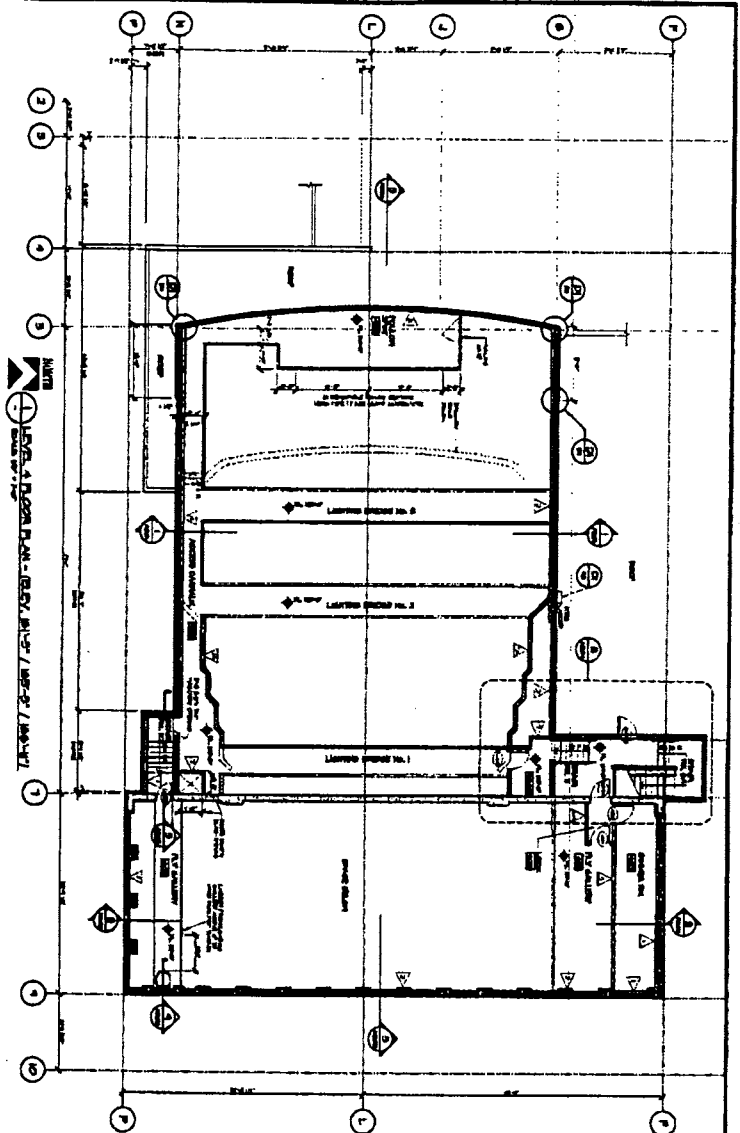
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Architectural drawing showing the layout of the Maple Ridge Town Centre Arts Centre, including rooms, corridors, and structural details.



- KEY TO MATERIALS**
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Schedule "B"
ARTS CENTRE OPERATING AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2018

BETWEEN:

CITY OF MAPLE RIDGE 11995 Haney Place, Maple Ridge, B.C.V2X 6A9
(the "City of Maple Ridge")

(the "City")

OF THE FIRST PART

AND

MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL, a Society duly incorporated under the Societies Act of the Province of British Columbia and registered under number S-9295, having an office at 11944 Haney Place, Maple Ridge, B.C., V2X 6G1

(the "Society")

OF THE SECOND PART

WHEREAS:

- A. The City of Maple Ridge provides recreation services to residents through the Park, Recreation and Culture department and works with community partners to meet these needs;
- B. The City of Maple Ridge and the Society have entered into a Lease dated for reference first day of January 2018 (the "Lease") with respect to the building located at 11944 Haney Place, Maple Ridge, legally described as part of PID: 001-041-967, Lot 118 Except: Firstly: Part Subdivided by Plan 68843; Secondly: Part Subdivided by Plan LMP46699; Thirdly: Part Subdivided by Plan LMP46997; District Lot 398 and 401 Group 1 New Westminster District Plan 60562 and known as Maple Ridge Arts Centre, Theatre and Gallery (the "Arts Centre");
- C. The City and the Society desire to provide for the co-ordination and provision of arts programs and services for the benefit of the residents of Maple Ridge and to provide for the operation of the Arts Centre, Theatre and Gallery (collectively the "Arts Centre") all as particularized in Part II of this Agreement (the "Operations");
- D. The operator of the Arts Centre must be a leadership organization that will play a key role to strengthen community arts groups, artists and the cultural sector; to build community wide connections and networks and to encourage an understanding of arts and culture in creating a healthy, vibrant community.

- E. The Society operates as a not-for-profit member based organization governed by a Board of Directors and managed by a professional staff dedicated to promoting and encouraging appreciation for the arts as stated and outlined in the Society's Constitutional Purposes (attached hereto as Schedule A). It has the capacity to align activities, programs and operations with the Society's Constitution.
- F. The City is prepared to pay an operating grant to the Society for managing and operating the Arts Centre and towards the provision of some cultural programs and services;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and of other good or valuable consideration provided for herein (the receipt and sufficiency whereof is hereby acknowledged by each of the parties), the parties hereto agree as follows:

PART I - LEASE

Grant

- 1. The parties confirm that the City of Maple Ridge as owner of the Arts Centre has granted a Lease to the Society of the Arts Centre for a **term of three years commencing the 1st day of January 2018.**

Cross Default

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

Parking

- 3. The City will negotiate with the Society to provide access to random (non-exclusive) parking passes for underground parking within the parameters set for this program, for use only by staff and volunteers of the Society, subject to the same terms and conditions (including parking fees) followed for parking passes assigned to City of Maple Ridge staff.

Termination

- 4. The parties agree that:
 - a. in addition to any terms of the Lease, termination of this Agreement whether by notice, effluxion of time or by operation of law shall operate as a termination of the Lease; or
 - b. if the Lease is terminated for any reason, the parties agree to negotiate a new Agreement to reflect the changed circumstances and reduced operating responsibilities for the Society under this Agreement, including reducing the amount of Operating Funds payable under this Agreement.

PART II – OPERATIONS AND FUNDING

Operating Funds

5. The City agrees to pay to the Society the following funds to manage and operate the Arts Centre and towards the provision of some cultural programs and services in accordance with and subject to the terms and conditions outlined in the Agreement:
 - a. For the 2018 calendar year, an annual amount of \$747,046, to be paid in equal monthly installments on the first day of each month;
 - b. For the 2019 calendar year, an annual amount of \$760,346 to be paid in equal monthly installments on the first day of each month;
 - c. For the 2020 calendar year, an annual amount of \$773,913, to be paid in equal monthly installments on the first day of each month

(collectively, the “Operating Funds”)

For clarity, the calculation of the Operating Funds described above includes a net annual amount of \$80,000 to offset the cost of the annual rent under the Lease and \$2,000 for the Participation Program noted in section 9(m).

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

Conditional Entitlement

6. The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City's annual budget. The City shall budget for the Operating Funds; however, it is understood and acknowledged that if the Operating Funds budgeted by the City are reduced, the City and the Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society under this Agreement.

City's Covenants

7. The City agrees:
 - a. to assign a staff liaison (the “Staff Liaison”) who shall attend the meetings of the Board of Directors of the Society and the general meetings of the Society including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Society;
 - b. the Staff Liaison shall be the manager of this Agreement on behalf of the City;

- c. to appoint one member of Council selected by the Mayor as a non-voting liaison to the Society's Board of Directors and permit the councillor to attend regular meetings of the Board of Directors;
 - d. to provide to the Society advertising space in its Parks, Recreation & Culture Guide (the "Guide") equivalent to the space customarily provided for arts programs and services in past issues of the Guide and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicise the Society's programs and services through the distribution of the Guide and any other avenues that may be available and appropriate;
 - e. to accept registrations for the programs described in paragraph 9 (i) and in accordance with the policies and procedures described in paragraph 9(n) and to remit such registration fees (net) to the Society at a mutually agreed upon schedule; and
 - f. to provide access to all City parks, recreation & culture facilities for the Society's arts programs at no cost, waiving base rent and pending availability. The Society will be responsible for any additional expenses incurred by the City beyond base rent (e.g. set up and tear down). For uses other than art programs, the City will provide access to City parks and leisure services facilities other than the Arts Centre in accordance with current booking and scheduling policies and procedures, and to charge the Society in accordance with the current fees and charges policy (see website www.mapleridge.ca), noting that the Society shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Society will be responsible for any additional related expenses in operating a program from any of these facilities.
8. The City may, at its sole discretion, establish an Arts Centre Business Advisory Committee for limited periods and may appoint such members to such Committee as it deems desirable. The City will take reasonable steps to consult with the Society and work on criteria and terms where appropriate. Any Committee established under this section 8 will function in accordance with the terms of reference attached to this Agreement as Schedule B, and in accordance with any other conditions and terms of reference determined by the City from time-to-time.

Society's Covenants

9. The Society agrees with the City:
- a. to manage and operate the Arts Centre in accordance with this Agreement and the Lease for the intended purposes of the Arts Centre including arts and recreational programs, visual art exhibitions, social gatherings, meetings, presentations, small conferences, events, rentals, gallery shop, and for no other purpose save and except that which may be approved by the City from time to time. The Society will establish operating policies and procedures for its operations in line with its strategic plan;
 - b. to provide cultural programs and services which will be functioning primarily within the City's geographic area of jurisdiction, within the limits of available resources;
 - c. to deliver arts and cultural programs and services that take into consideration the following values:

- i. connected community,
 - ii. collaborative community,
 - iii. engaged community,
 - iv. sustainable community.
- d. when developing cultural programs and services, to take into consideration a community development approach to provide member arts groups, community groups, school district, business and individuals the opportunities to connect, link, learn together, share assets and common interests, network and co-create through arts and culture where possible;
- e. to actively participate in collaborative planning opportunities and city-wide initiatives related to arts and culture (e.g. committees for programming, promotions, volunteerism, public art, artist in residence, cultural planning, mapping, assessments and community development) that align with City's policies, vision and goals for the community and partners at large and the Society's goals within available resources;
- f. to provide equal and reasonable opportunity for access to and use of the Arts Centre to all local organizations whether or not they hold membership in the Arts Council;
- g. to allow local artists and arts groups reasonable access to and use of the Art Centre's exhibition and performance spaces and programs that supports the growth of local artistic expression and opportunities;
- h. to participate with the City to negotiate in good faith with the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) for use of the Arts Centre on an "as available" basis based on current rate schedule.
- i. to plan, promote and coordinate all aspects of diverse cultural activities and educational programming for all age groups in similar variety, quantity, and quality to those provided in communities of similar size in the Province of British Columbia which provide similar resources for such services as are included in this Agreement. Further the City recognizes that funding beyond the Agreement is required to undertake all programs, operations and services, however other sources of funding will not be used to duplicate funding provided by the City;
- j. within the Society's available resources, to conduct surveys and evaluations and compile and analyze statistics and data on programs, services and Operations to inform and meet strategic and business planning processes, monitoring and reporting requirements;
- k. to work with agencies, organizations and businesses involved in the delivery of arts, recreation and educational services to the residents of the community to ensure a commitment to a collaborative approach to quality programming while providing the most competent, cost effective delivery system to the community;
- l. to advertise the cultural programs in the City's Parks, Recreation & Culture Guide in accordance with all deadlines and standards established by the City for the production of the Guide in addition to utilizing other appropriate advertising methods;

- m. to provide low cost access to programs and services to the best of the Society's ability. This includes the provision of subsidized access for individuals referred through the City's Participation Program to a level that maintains similar subsidized access as has occurred in previous years. An allotment of \$2,000 per year has been included in the Operating Funds to offset the Participation Program portion of the Society's financial access initiatives;
- n. to require participants to register in programs using the current computerized registration system or future systems yet to be determined in accordance with the current City's Parks, Recreation & Culture registration policies, deadlines and operational procedures;
- o. to include provision for appropriate levels of training and professional development opportunities for the Board of Directors, staff and volunteers of the Society within available resources in the Society's annual budget as part of best practises for a non-profit organization and in accordance with the Society's governance policy;
- p. to use good board governance practises and procedures including understanding of fiduciary duties;
- q. to apply and maintain quality human resources management practises for non-profit organizations of similar size, scale and scope including:
 - (i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations as per City policy,
 - (ii) appropriate levels of supervision for all direct and partnered activities and programs, and
 - (iii) fostering a culture of inclusivity by applying broad recruitment efforts including the use of the services of a professional recruiting firm to assist in the recruitment of the Society's executive director should that position become vacant at any time during the term of this Agreement;
- r. to seek funding from diverse sources including grants, sponsorships and fundraising endeavours as best practises;
- s. to adhere to and align with identified City policies and procedures for civic owned facilities to the best of the Society's abilities and resources (e.g. safety, community development, volunteerism, criminal records check) as set out in Schedule E;
- t. to operate the Arts Centre in an efficient, effective and sustainable manner that takes into consideration the long term viability of the Arts Centre;
- u. to acknowledge the support of the Society, its programs and activities by the City as applicable in appropriate communications and promotional materials used to promote these activities and where space permits. The Society shall provide such acknowledgement by using the logos and/or names of the City in accordance with prescribed standards;
- v. to maintain the Arts Centre and the operating equipment contained therein in a clean and safe condition at all times and in good working order, excepting normal

wear and tear. The Society shall have exclusive and absolute care, custody and control of the Arts Centre and the equipment contained therein during the terms of this Agreement. The equipment shall remain the property of the City of Maple Ridge with the exception of the Grotrian Steinweg concert grand piano and those chattels listed on Schedule "D" which are acknowledged to be the property of the Society. Details of capital replacement between the City and Society are outlined in the Lease;

- w. To obtain and maintain during the term of this Agreement, at the Society's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Society, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than \$5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail, and shall name the City of Maple Ridge and the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) as additional insured parties and shall provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party. In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Society and the Society hereby appoints the City as the Society's lawful attorney to do all things necessary for that purpose;
- x. To deliver a copy of each insurance policy required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance on request by the City;
- y. To maintain its status as a Society in good standing with the Registrar of Companies for the Province of British Columbia and to function in accordance with the policy attached hereto as Schedule "F";
- z. To maintain an open membership which will ensure all citizens of Maple Ridge may become members of the Society;
- aa. Not to amend the Constitution or the bylaws of the Society without first informing the City of the intended amendment;
- bb. To restrict exclusive bookings of all or any part of the Arts Centre to no more than two continuous months in duration without written permission of the City having been first obtained, it being understood that the Society shall still be bound to perform all its obligations under this Agreement and the Lease;
- cc. Not to suffer, permit or allow any unlawful activities or conduct or any nuisance to exist nor suffer, permit or allow any conduct or activity that is in breach of the Human Rights Code;
- dd. To possess, occupy, use and operate the Arts Centre in accordance with all the terms and conditions of any licenses issued by any governmental authority;

- ee. To obtain and keep current all permits and licenses required by law to be obtained to operate the Arts Centre and to fulfill the Society's obligations; and
- ff. To permit the Staff Liaison and the City's representative's to attend meetings of the Society's Board of Directors.

Business Plan, Financial Statements, Arts Centre Equipment Reserve and Accumulated Surplus and Capital Improvement Fee

10. The Society must provide to the City:

- (a) a detailed strategic plan and a budget each year no later than September 1st, for the operation of the Arts Centre, and for the delivery of the Operations, programs and activities for review by the Staff Liaison (attached as Schedule C). The strategic plan and budget will be in alignment with the City's vision and goals for community partners operating civic-owned facilities and will inform the City's annual business plans;
- (b) an Annual Report presentation each October following the Society's AGM to the City including:
 - (i) audited financial statements; and
 - (ii) annual statistics on Arts Centre use, program and participation attendance numbers for scope of programs and services offered, volunteer information and other relevant data;
- (c) Reporting on the Parks, Recreation & Culture's values listed in section 9(c), that will be further defined through the development of a mutually agreed upon framework for annual reporting;
- (d) Three year comparative statistics including projected year, based on the Society's fiscal year, provided to the Staff Liaison each fall for department business planning purposes; and
- (e) A projected three year budget (e.g. 2018-2020) at the time of renewal.

11. The parties agree that:

- (a) Annual surpluses of the Society shall form part of the accumulated surplus for use by the Society as an operating reserve as follows:
 - i) the Society's capital assets or capital improvement funds do not form part of the accumulated surplus;
 - ii) until the amount in the accumulated surplus reaches \$150,000, all annual surpluses shall be recorded as unrestricted net assets and remain the property of the Society;
 - iii) in any year that the amount in accumulated surplus is below \$150,000, the annual surpluses in that year shall be applied firstly to accumulated surpluses sufficient only to restore a minimum balance of \$150,000. When, and in any

year, the amount in accumulated surplus is \$150,000 or more, the Society must deposit the annual surplus up to \$30,000 with the City of Maple Ridge to be held by the City of Maple Ridge in an interest bearing Arts Centre Equipment Reserve ("ACER"); and

- iv) where the accumulated surpluses exceeds \$150,000, and after \$30,000 of any annual surplus for that year has been deposited in ACER, the balance of the annual surplus for that year must be divided equally between the Society and the City to be used as each sees fit;
- (b) the Society may establish a Capital Improvement Fund (CIF), with funds collected from a per ticket fee or similar mechanism that is charged to patrons, to be used for the sole purpose of capital improvements to the Arts Centre. This fund shall be restricted for this purpose in the Society's books;
- (c) monies received or fundraised by the Society for the purposes of program delivery remain the assets of the Society;
- (d) the Society shall deposit any monies received, donated or fundraised, other than CIF, for the purposes of capital expenditure or improvement in the ACER fund with the City of Maple Ridge or expensed towards capital items to be purchased;
- (e) capital equipment that becomes part of the infrastructure of the Arts Centre fundraised for by the Society becomes the property of the City of Maple Ridge;
- (f) equipment purchased through grants applied for by the Society remain the property of the Society if required under the conditions of the respective grant and will become part of the equipment list attached as Schedule D;
- (g) expenditures from ACER shall only be for Arts Centre equipment or mutually agreed upon capital improvements, and shall be made by the Society following the Maple Ridge Purchasing Policy and reimbursed by the City of Maple Ridge upon provision of receipt for same; and
- (h) if any equipment previously purchased with ACER funds is sold by the Arts Council, the Society will deposit proceeds from such sale with the City of Maple Ridge in the ACER fund.

Indemnity

12. The Society will:

- (a) release the City and agrees not to sue the the City of Maple Ridge in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the City to perform its obligations under this Agreement; and
- (b) indemnify, defend and save harmless the City, their elected officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits, liability, demands, actions, proceedings, costs (including legal costs), damages and expenses whatsoever, by whomsoever brought arising from:

- (i) any breach, violation, default or non-performance by the Society of any provision of this Agreement;
- (ii) any act, omission, or negligence of the Society, its officers, directors, members, contractors, volunteers or others of the Society
- (iii) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the Arts Centre or the Operations of the Society..

The indemnity contained in this agreement survives the expiry or earlier termination of this Agreement.

PART III – GENERAL PROVISIONS

13. The parties agree:

- a. this Agreement shall come into effect on January 1, 2018, and shall expire and cease to be binding on the parties on December 31, 2020, provided that any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;
- b. the terms of this Agreement may be reviewed and revised with the mutual consent of all parties;
- c. the City has made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Society other than those contained in this Agreement;
- d. nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Society;
- e. wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require.
- f. the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- g. nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Society as anything other than an independent contractor;
- h. no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;

- i. no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled or unless written consent or approval relating to the specific matter has first been obtained. Nor prior consent or approval and no condoning, excusing or overlooking by the City on previous occasions when such consent or approval was required shall be taken to operate as a waiver of the necessity for such consent or approval wherever required;
- j. if upon the expiry of the term of this Operating Agreement on December 31, 2020, the Society continues to occupy and operate the Arts Centre, the City may, at its discretion, continue to pay the monthly Operating Fund amounts then in effect, and upon acceptance of the same by the Society each month, this Operating Agreement shall continue to be binding on the City and the Society on a month-to-month term, and during such over holding, the notice period shall be 30 days.
- k. time shall be of the essence of this Agreement; and
- l. this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

THE CITY OF MAPLE RIDGE
in the presence of:

Authorized Signatory

Corporate Officer
Title

Witness

Date

Authorized Signatory

Title

THE MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL
in the presence of:

Authorized Signatory

Title

Witness

Authorized Signatory

Title

Date

Schedule "A"
SOCIETY'S CONSTITUTIONAL PURPOSES



October 2013

'SOCIETIES ACT' CONSTITUTION AND BY-LAWS
OF
MAPLE RIDGE PITT MEADOWS ARTS COUNCIL
(Article 1 = name of Society)

ARTICLE 2 - PURPOSES

The purpose of this Society shall be to increase and broaden the opportunities for citizens to enjoy and to participate in cultural activities, and shall include the following activities:

1. To provide for the coordination and provision of visual, literary and performing arts opportunities for the benefit of residents of the region.
2. To stimulate and encourage the development of cultural projects and activities.
3. To render service to all participating groups.
4. To act as a clearinghouse for information on cultural projects and activities.
5. To foster interest and pride in the cultural heritage of this community.
6. To enlist public interest and promote public understanding of cultural groups to the community.
7. To bring to the attention of civic, provincial and federal authorities the cultural needs of this community.

Additional Purpose – to be voted upon October 15, 2013 at the Societies AGM

8. To provide scholarships to students in the SD#42 catchment area pursuing education in the arts.

Schedule “B”

ARTS CENTRE BUSINESS ADVISORY COMMITTEE TERMS OF REFERENCE

- (a) The Committee will provide advice to the Society on matters referred to it by the Society and the City.
- (b) The Committee will meet with the Society’s Board of Directors a minimum of two times per year to review and provide advice on business matters related to the operation of the Arts Centre. Such matters may include but shall not be limited to the following:
 - resource development and sponsorship
 - tourism and other economic development opportunities
 - business and financial planning
 - general business practices
- (c) Committee membership will be established by the City in consultation with the Society and the Maple Ridge and Pitt Meadows Chamber of Commerce who shall nominate two members to the Committee. Committee members may not serve for more than six consecutive years.
- (d) The Committee shall be made up of no fewer than three and no more than five appointees who shall be appointed as soon as possible at the beginning of each year and in any case no later than the end of March.
- (e) The Committee shall select its own chair at its first meeting each year.
- (f) The City’s Staff Liaison to the Society, the Executive Director of the Society, and at least two members of the Society’s Board of Directors shall attend all Committee meetings to provide information and receive feedback and advice from the Committee.
- (g) The Society will provide support to the Committee, preparing agenda and minutes in cooperation with the Committee Chair.
- (h) The Committee will provide a brief written report to the City each year as part of Society’s annual report identifying the matters considered by the Committee and the advice given.

Schedule "C"
STRATEGIC PLAN 2016-2018
(To be replaced with updated Strategic Plan in 2018)



Strategic Plan 2016 – 2018
Focus on Quality
Approved September 15, 2015

Background

In 1970 the Community Arts Council of Maple Ridge-Pitt Meadows was founded by a dedicated group of artists and in 1971 the council was incorporated as a society called the Community Arts Council of T'Lagunna, a First Nations word for "Golden Ears." Through the 1980's the Arts Council continued to grow and over time evolved into the Maple Ridge Pitt Meadows Arts Council (MRPMAC), which truly reflects its commitment to both communities. The Arts Council has a long history of service to the community, including delivering Arts Programs in partnership with the MRPM Parks and Leisure Services Commission since the 1990's. In 2003 the Arts Council undertook the management of The Maple Ridge ACT Arts Centre and Theatre, and began its role as the key presenter in the region, bringing a wide variety of performing artists for all ages to perform at The ACT. In 2005 the Arts Council was also asked to take on the operations of the Maple Ridge Art Gallery, to enable the Arts Centre to continue to serve the visual arts community upon the dissolution of the Maple Ridge Art Gallery Society. It has recently updated the Fee for Service to a new three year operating agreement with the Commission.

Extensive consultation with a broad range of stakeholders, including its membership, took place in 2014 and 2015, in order to gain knowledge of the community's understanding of the Arts Council and the Arts Centre. It was found that the many functions and activities developed over forty-five years could be unified under the brand of The ACT Arts Centre, with the byline "Serving Maple Ridge and Pitt Meadows" used to better reflect the organization's funding and regional focus. This consolidation of the public identity as a society and facility allows for all operations and services to be considered as a whole, rather than credited under different names, building on the strength of the already established name in common public use - The ACT Arts Centre.

The ACT Arts Centre sets the standard in the region for excellence in Arts Programs, Gallery Exhibitions and Performing Arts Presentations, along with being home to many cultural and community events, reaching over 70,000 patrons annually. The award winning ACT Presents Season offers around 30 performances a year attracting close to 10,000 patrons annually, while the ACT Art Gallery sees over 7,000 guests. The Arts Programs register approximately 2,500 participants annually, and offer programs at facilities in both Maple Ridge and Pitt Meadows.

The operating organization is a non-profit charitable society governed by a volunteer Board of Directors, with professional management and staff, supported by a dedicated core of volunteers. In addition to its public programming described above, as a community and member centered organization, The ACT Arts Centre acts as an arts resource and forum for arts engagement; delivers numerous member services and benefits; produces many community initiatives and events and provide access programs such as: the Arts Angels Tickets, Bursaries and School Access Programs, Scholarships and Member Group Grants.

The annual operating budget of The ACT Arts Centre is just under \$2 million, made up of earned revenue (44%), municipal funding (38%), other grants (11%) and membership, services and donations (7%).

The ACT Arts Centre's aim is to offer vibrant arts and cultural opportunities and experiences through excellence in artistic and educational programming, customer, member and community service. Dedicated to promoting and encouraging appreciation for the arts in society, we engage and enable the community's creative potential while creating public impact and value.

Vision

To bring arts to the heart of our community.

Mission

We work in partnership with the community to develop, promote and celebrate the arts.

Values

- **Leadership**
We build a creative environment that will advance cultural development in the communities of Maple Ridge and Pitt Meadows, as well as advocate provincially and nationally for the importance of arts and culture as part of the fabric of a healthy society.
- **Collaboration**
We demonstrate collaborative spirit with arts and business partners within our capacity and resources.
- **Integrity**
We encourage honesty, responsibility, openness and accountability in all our activities.
- **Diversity**
We endeavour to provide a diverse scope of presentations, programs and exhibitions, while involving a broad spectrum of participants in our activities and in our organization.
- **Accessibility**
We provide affordable presentations and programs and offer possibilities for engagement and subsidized or free access programs to ensure greater participation for those who may not be able to regularly access arts experiences.
- **Innovation**
We expand the capacity of the organization to employ innovative practices and people, and peak our patrons' interest in innovative and risk-taking through our presentations and programs.
- **Enjoyment**
We elicit enjoyment in our work, those we work with and those we serve.

Programming Mandate

- to present high quality exhibitions and performances featuring primarily Canadian artists
- to present a diverse balance of artistic and educational programming
- to develop The ACT Arts Centre as an inclusive centre for arts and culture within the community, appealing to a wide range of interests and ages
- to create mutually beneficial co-presenting opportunities, within our resources, with other not-for-profit arts and community organizations that will strengthen and diversify the cultural sector
- to encourage and support local artists and arts organizations through the execution of our vision, mission and values

Strategic Priorities

The growth of The ACT Arts Centre since 2003 has been extraordinary. Taking on the management of a major facility and expanding performing and visual arts programming, while maintaining existing services and arts programs, required a great deal of focus on internal operations and procedures. This was done while developing a reputation as a solid arts programmer and valued community partner.

This strategic plan builds on the strong foundation established over the last twelve years. Having achieved a level of success, The ACT Arts Centre now seeks to move to the next level of programming and operations. This overarching goal will need the full commitment of the Board, staff and volunteers of the organization. Two areas appear throughout the strategic priorities – increased fundraising and increased community outreach. A strong commitment to these two areas – lead by the board of directors, and championed by all, will be the success of the Plan.

A. Programming

Artistic activities are at the core of the organization and will play a key role in moving the organization to the next level. Programming at The ACT Arts Centre encompasses a wide variety of activities, from hands-on learning to active audience engagement, to interactive participation. In all activity, engagement with the community is at the forefront. For the next three years raising the bar on the artistic product will be a key priority – whether that is taking artistic programming risks in The ACT Presents series, expanding the scope of the Art Gallery through new collaborative initiatives, or continuing to employ working artists as instructors for Arts Programs classes, The ACT Arts Centre is committed to ensuring the citizens of Maple Ridge and Pitt Meadows have access to the finest artistic experiences possible.



1. Theatre

- a. Increase ACT Presents' artistic fee budget by 26% over the 2014/15 year. (see B.3.a.i.)
Outcomes:
 - i. One to two presentations per season that challenge the audiences beyond that currently offered

- ii. Two to three programs per season geared to specific cultures/ethnicities/target groups
 - Partner with cultural groups/events to expand reach into those communities
 - Expanding advertising in culturally diverse media outlets
- iii. Inclusion of at least one larger more expensive act per season



2. Art Gallery

- a. Balance local and regional representation in Gallery programming.

Outcomes:

- i. Exhibitions to include artwork of both local artists and artists from other BC locations, including emerging fine arts graduates, First Nations and other artists representing the diverse communities in the region
- ii. Educational and learning opportunities developed in association with exhibitions
- iii. As resources permit, consider offering exhibitions by artists who are international in scope

- b. Increase the base exhibition budget by 100% over the 2014/15 year to build engagement and to heighten local and regional interest in the gallery. (see B.3.a.i.)

Outcomes:

- i. One special project per year (artistic publications, artist commissions, partnerships with other organizations and individuals where mutual benefits accrue)
- ii. Continue commitment to artist honoraria, in recognition of the rights of artists to be paid for the display of their work



3. Arts Programs

- a. Explore more opportunities with Parks and Leisure and SD42.

Outcomes:

- i. Increased programming for youth and seniors

- b. Invest in tech support and resources for programs, increasing the budget by 20% over the 2014/15 year. (see B.3.a.i.)

Outcomes:

- i. Increased programming in Multimedia Lab
- ii. Increased participation in 3D Studio

- c. Develop portable Outreach Art Educational Cart with arts activities possibly associated with Gallery exhibitions.

Outcomes:

- i. Increased arts educational learning at community events
- ii. Increased awareness of Gallery exhibitions
- d. Explore Green Plan opportunities.

Outcomes:

- i. Increased awareness and more creative uses of art materials



4. Awards, Grants and Access Programs

- a. Increase funding available for scholarships, member group grants and Arts Angels funding by 40% over the 2014/15 year. (see B.3.a.ii.)

Outcomes:

- i. Greater flexibility and options for distributing funds to worthy recipients
- b. Increase community involvement in the Business of the Year Award.

Outcomes:

- i. Greater awareness and recognition of the Award
- ii. Increased prestige in receiving the Award

B. Community

Reaching beyond the physical walls of the building is vital in fulfilling the organization's vision and mission. The ACT Arts Centre strives to find ways to connect with multiple publics in and beyond the building – the general public, business community, elected officials and the arts and non-profit community are integral components to help bring arts to the heart of the community. Currently staff or board members are represented at the Maple Ridge Business Improvement Association, the Economic Advisory Committee and various other community and volunteer networks.

1. Public Outreach

- a. Dedicate additional financial and human resources to broaden the public's understanding of The ACT Arts Centre's purpose and role in the community. (see B.3.a.i.)

Outcomes:

- i. Improved annual outreach events organized by The ACT Arts Centre
- ii. Increased organizational presence at community events organized by others
- iii. Outreach linked to The ACT Arts Centre's programming.
 - Share stories (about the show, performers, staff, board) with the public
 - Communicate with audience members pre/post shows
 - Educational and learning opportunities developed in association with performances and exhibitions (A.2.a.iii)

- b. Excel at meeting and exceeding customer expectations.
Outcomes:
 - i. Receive a 90% customer approval rating from all feedback/survey tools
- c. Broaden civic employees and elected officials understanding of The ACT Arts Centre's benefits to the community and the role arts and culture plays in society.
Outcomes:
 - i. Combined Civic/Member Group event held on an annual basis to foster networking
 - ii. Positive reception and willingness to share information and progress towards municipal cultural planning
- d. Work with Parks and Leisure staff on community consultations regarding community space needs and potential Cultural Plan.
 - i. Increased advocacy for members and the arts community
- e. Strengthen and broaden relationships with local business and non-profit communities.
Outcomes:
 - i. Board and staff participating as liaisons to member groups, community and business associations and committees
 - ii. Internal and external reporting regarding participation and relevant activities

2. **Members**

- a. Increase and engage membership under The ACT Arts Centre brand.
Outcomes:
 - i. 80% membership renewal maintained
 - ii. Increased new membership by 20% annually
 - iii. Increased member engagement in person and through social media channels
 - iv. Enhanced proactive membership recruitment
 - Sales training for Ticket Centre staff
 - Provide opportunities to engage with patrons to learn about membership

3. **Partners and Donors**

- a. Undertake a strategic fund development review and develop and implement both a short and long term plan accordingly.
Outcomes:
 - i. Increase the number of partnerships and donors to fulfil programming and outreach goals (A.1.a.; A.2.b.; A.3.b.; B.1.a)
 - ii. Board fundraising plan to increase funds to scholarships and member group grants. (see A.4.a)
 - iii. Arts Hero/Champion for every ACT Presents show
 - iv. Increased recognition of partners on media channels (website, etc.)

C. Communications

Communications in recent years has been hampered by an outdated website and a mixed bag of branding for different services and programming elements undertaken by the organization. With the branding process complete, The ACT Arts Centre has the opportunity to greatly enhance its presence and recognition in the community. The next three years will focus on brand recognition pushed out through a series of media including a new website and ever-improving social media channels.



1. Branding

- a. Clear and consistent branding that is recognized in the community.

Outcomes:

- i. Implementation of branding strategy
 - Refreshed branding elements
 - Branding guidelines developed and consistently applied
 - Training for board, staff and volunteers regarding the brand and its use
- ii. Increased public awareness of the quality of programming delivered in Maple Ridge and Pitt Meadows

2. Technology

- a. Increased use of technology to interact with and serve the public.

Outcomes:

- i. Continually evolving social and other media technology based on a time and cost benefit analysis
- ii. Improved user experience with newly designed website – launched fall 2015
- iii. Improved Theatre Manager ticket sales website interface
- iv. Improved bar sales and inventory technology

D. Human Resources

People are the single biggest asset of The ACT Arts Centre. Ensuring the right people are in place to deliver quality programming and services is vital to the success of this strategic plan. Paid staff, board members, and other volunteers are key to ensuring the organization is focused on achieving its mission and delivering it in a manner that resonates with patrons, clients and the community at large. At the same time, there is a constant pressure to do more with existing resources. The plan recognizes that increased expectations for community outreach and fund development may not be possible with existing human resources.

1. Professional Development/Compensation

- a. Increase staff retention and job satisfaction.

Outcomes:

- i. Position-specific competitive (within industry and region) compensation for hourly part-time staff
- ii. Undertake compensation review for salaried staff
- iii. On-going professional development for staff
 - Professional development needs integrated into performance reviews coordinated with the budget cycle
 - Inter-departmental cross-staffing opportunities (see Staff, Board and Volunteers)
 - Internal mentoring opportunities

2. Staff, Board and Volunteers

- a. Maximize use of existing staff.

Outcomes:

- i. Needs assessment of existing departments
 - Undertake work load audits
 - Revise job descriptions
- ii. Improved work distribution and job absentee coverage capabilities
 - Ensure procedures are written and up-to-date
 - Identify and implement cross staffing opportunities
 - Loss of service plan for management positions

- b. Ensure staffing levels are sufficient to adequately address the work load.

Outcomes:

- i. Plan for increased workload in outreach and fund development committed to in this plan
 - Departmental re-organization, increase hours for current staff, potential new hire
- ii. Annual review of staffing needs prior to budget process

- c. Increase diversity in the staff, volunteer core and board.

Outcomes:

- i. Greater community representation in the organization

- d. Provide for smooth succession as the need arises.

Outcomes:

- i. Year-round Nominations Committee identifying strategic needs and potential for Board of Director candidates
- ii. Short term replacement plan in place for senior management

3. Interdepartmental Communication

- a. Increase staff knowledge of current and future operations of the organization.

Outcomes:

- i. Improved interdepartmental communications
 - Share key information from departmental meetings with other departments
 - Implement quarterly all staff meetings

- All staff commitment to read e-newsletters
- ii. Improved orientation for new staff.
 - Consistent delivery of orientation
 - Orientation to expand beyond departmental affiliation to include each department
 - One month check in for new staff

E. Facility

Programs and services increased substantially when the organization took on the management of the City-owned facility. The building is now reaching capacity in terms of office and storage space, and nearing capacity for arts programming. Annual maintenance, capital investment and equipment replacement is ensured through the operation budget, the collection of a CIF (Capital Investment Fund) fee on ticket sales and the City of Maple Ridge's commitment to the facility. (Detail available in Operating and Lease agreements.) With annual repairs and future capital needs addressed, the focus of the next three years is how to best utilize the space for programming and operations and ensure it is meeting the increasing societal requirements of being environmentally friendly.

1. Staff/Administration

- a. Improve work environment in existing facility.

Outcomes:

- i. Facility audit of current space and needs
 - Work spaces
 - Meeting spaces
 - Storage facilities
- ii. Declutter – keep the essentials

2. Programming/Activities/Events

- a. Manage the increasing pressure on use of programming space, to facilitate year-round programming and maintenance needs.

Outcomes:

- i. Feasibility study assessing existing spaces and satellite options outside The ACT building
- ii. Guiding priorities for rental and use of facility

3. Green Plan

- a. Raise awareness among staff and audiences of options for reducing waste.

Outcomes:

- i. Departmental ideas for reducing waste in their areas
- ii. Increased recycling receptacles for public
- b. An integrated and manageable green plan

Schedule "D"

LIST OF EQUIPMENT OWNED BY THE SOCIETY

[September 2014]

MRPM Arts Council Property List:

- Grotian-Steinweg Concert Grand Piano
- Portable sound system
- Ben Q small Projector
- 50" Panasonic TV
- Antique Trunk
- 1 Skutt Electric kiln
- Rolling clay box
- Print Dryer
- Glass oval table
- 13" MacBook Pro laptop computer
- 2 Lenovo ThinkPad laptop computers
- Office furniture, supplies and computers for 5 staff
- Kitchen appliances, furniture, and dishes

Schedule "E"

CITY OF MAPLE RIDGE POLICIES

<u>Name</u>	<u>Policy No.</u>	<u>Date Approved</u>
Automatic External Defibrillator (AED) Policy *	P126	March 13, 2014
Criminal Records Check Policy	5.03	July 5, 1993
City of Maple Ridge Purchasing Policy	5.45	Nov. 10, 2004
Recreation Access Policy	4.23	June 13 2017
Volunteers Policy*	P127	Sept. 11, 2014

*PLSC policies will transition to CMR policies in 2018.

Schedule "F"

CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO AN OPERATING AGREEMENT

1. That the group maintain its status as a registered Society in good standing with the Provincial Registrar of Companies.
2. That the purposes of the Society listed in its Constitution encompass the programs and services for which the agreement is being entered into.
3. That the Society dissolution clause in its Constitution identify that the assets of the Society shall go to a local organisation with similar purposes or to the appropriate local government authority (to the City of Maple Ridge) upon dissolution of the Society.
4. That the Society's Bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organisation at a reasonable annual cost.
5. That the Society's Bylaws provide for regular (annual) elections to the Board of Directors from the Membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). The by laws should also provide for a maximum number of terms a member may serve on the Board before stepping down for at least one term.
6. That an audited financial statement be presented to the City on an annual basis if the operating grant is for an amount over \$75,000 annually. If the operating grant is for a smaller amount a statement must be presented which is subject to audit at the discretion and expense of the City.
7. That a detailed annual report of the programs and services provided to the community by the Society be provided to the City.
8. That the books and records of the Society are available to the City or its representatives for inspection at any time upon 24 hours notice having been provided requesting such notice.
9. That any changes to the Constitution or Bylaws of the Society be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.
10. That the Society prepares and presents a three year financial plan for its operations to the City on an annual basis.

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Haney Farmers Market Society Operating Agreement - Renewal

MEETING DATE: January 30, 2018
FILE NO: 01-0230-20
MEETING: Council

EXECUTIVE SUMMARY:

The operating agreement attached for consideration is a renewal of a previous agreement between the City of Maple Ridge and the Haney Farmers Market Society (the "Society"). The agreement is for a three-year term from 2018 - 2020. The Society continues to coordinate one of the best medium-sized farmers markets in the Lower Mainland that allows people to access locally grown food and other products, supports small scale growers and producers, and delivers local agricultural and food security education and awareness to the community during market events. This multi-year agreement format for municipal support will continue to provide the Society with stability and allow it to reach a new level of operational efficiency, effectiveness and capacity.

RECOMMENDATION:

That the Haney Farmers Market Society's Operating Agreement dated January 1, 2018 be approved for a three year term; and,

That the Corporate Officer be authorized to execute the agreement.

DISCUSSION:

a) Background Context:

Since 2004, the Haney Farmers Market Society has been operating a weekly market in Memorial Peace Park, and at other indoor venues from time to time, that has grown substantially and continues to be a major contributor to the vibrancy of downtown Maple Ridge on weekends. The Society grew from a grassroots neighbourhood project supported by the City, and continues to focus on building community, creating connections and partnerships, and working collaboratively. They participate in Earth Day, National Aboriginal Day, Canada Day, GETI Fest and a trip to the historic Brookfield Farm. The Society partners with many other groups during their seasonal operations, and has a representative on the Agricultural Advisory Committee of Council.

In 2015, the Maple Ridge Community Grant annual allocation to the Society was combined with the Festivals Support Fund annual allocation under one Operating Agreement format. This streamlined approach has worked well for both the Society and City, improving efficiencies and

providing stability for the organization through multi-year funding. Renewing the Operating Agreement would be beneficial for both parties and the community to have access to a local farmers market, to have a vibrant place that supports strong community connections, and to continue drawing shoppers and visitors downtown. The Haney Farmers Market Society's 30 market event days have become popular destinations during their operation from May to early November. Average annual attendance is estimated to be over 45,000 visits, with spin-off benefits to the local economy.

There are no material changes to the operating agreement from the previous term, and the three-year period has been the standard practice for community partners with an operating agreement. There is a standard clause in the agreement that allows either party to cancel the agreement with six months' notice (180 days).

b) Desired Outcome:

The desired outcome is to increase access, education and understanding of the importance of agriculture and food security in our community and provide assistance towards the sustainability of this community-based organization.

c) Strategic Alignment:

The recommendation aligns with the 2010 Parks, Recreation and Culture Master Plan directions (3.2 Urban Agriculture) to continue to support and increase opportunities for promoting healthy community initiatives that are accessible to all residents and to build a sustainable community.

d) Citizen/Customer Implications:

The proposed updated agreement contributes to encouraging positive agricultural opportunities, education and citizen engagement in local agriculture and food security, as well as the development of a safe, affordable, vibrant, and livable community.

e) Interdepartmental Implications:

The Society also works with Engineering, RCMP, Fire and Communications in their event planning process through the Intradepartmental Municipal Events Committee.

f) Business Plan/Financial Implications:

The proposed agreement renewal aligns with the business plan goals. Funding of the Haney Farmers Market Society is included in the 2018-2022 financial plans for \$7,500/year.

The agreement provides the Society with the option to renew for three consecutive terms. Each term is three years in length. This agreement is recognized as term two of the renewal option (the first term was 2015-2017). The Society will also continue to receive in-kind contributions of

access to municipal equipment including tables, chairs, and other related materials during each market over the course of the agreement, pending availability.

g) Policy Implications:

The operating and lease agreement renewal aligns with the Festival Support P100 and Volunteer P127 Policies.

CONCLUSIONS:

The operating agreement with the Haney Farmers Market Society demonstrates civic support of community connections and strengthens the sustainability and capacity of our local farmers market. The municipal contribution helps to drive a multitude of benefits to our communities, both economic and social. Farmers markets offer quality food, help support smaller-scale farmers, producers and makers to be viable, increase the amount of local food available to shoppers, and teach us how food is produced and why. Staff recommends that Council approve the Haney Farmers Market Society Operating Agreement for 2018 - 2020.

“Original signed by Yvonne Chui”

Prepared by: Yvonne Chui, Recreation Manager, Arts & Culture

“Original signed by Wendy McCormick”

Reviewed by: Wendy McCormick, Director of Recreation

“Original signed by Kelly Swift”

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

“Original signed by Paul Gill”

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

:yc

Attachment:
(1) Haney Farmers Market Society Operating Agreement

HANEY FARMERS MARKET SOCIETY OPERATING AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2018

BETWEEN:

CITY OF MAPLE RIDGE 11995 Haney Place, Maple Ridge, B.C. V2X 6A9

(the "City")

AND

HANEY FARMER'S MARKET, a Society duly incorporated under the Societies Act of the Province of British Columbia and registered under number S0047916, having an office at the 11925 Haney Place, Maple Ridge, B.C., V2X 6G2

(the "Society")

WHEREAS:

- A. The City provides parks, recreation and culture services to the residents of Maple Ridge;
- B. The City and the Society desire to provide a Farmers Market (30 consecutive weeks) for the benefit of the residents of Maple Ridge as particularized in this Agreement (the "Operations");
- C. The Society is a leadership organization that plays a key role in strengthening community groups; building community wide connections and networks and in encouraging an understanding of local farmers markets, and the contribution that farming and agriculture make to creating a healthy and vibrant community;
- D. The Society operates as a not-for-profit member based organization governed by a Board of Directors and managed by paid staff dedicated to promoting and encouraging appreciation for a farmers market as stated and outlined in the Society's Constitutional Purposes (attached hereto as Schedule A). It has the capacity to align activities, programs and operations with the Society's Constitution;
- E. The City is prepared to pay an operating grant to the Society for the provision of programs and services associated with the Haney Farmers Market.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and of other good or valuable consideration provided for herein (the receipt and sufficiency whereof is hereby acknowledged by each of the parties), the parties hereto agree as follows:

PART I – Agreement

The parties confirm that the City has granted an Operating Agreement with the Society for a term of three years commencing the 1st day of January, 2018. The Society shall have three (3) consecutive options to renew the Operating Agreement, each option being for a term of three (3) years on the same terms and conditions contained herein, save and except for this

covenant for renewal which will be modified so as to successively reduce the number of remaining options to renew. This agreement is recognized as term two of the renewal options (first term was 2015-2017).

PART II – FUNDING AND OPERATIONS

Operating Funds

The City agrees to pay to the Society the following funds towards the provision of the Haney Farmers Market in accordance with and subject to the terms and conditions outlined in the Agreement:

- a. For the 2018 calendar year, an annual amount of \$7,500, to be paid in two installments on Jan. 31 (75%) and July 1 (25%);
- b. For the 2019 calendar year, an annual amount of \$7,500, to be paid in two installments on Jan. 31 (75%) and July 1 (25%);
- c. For the 2020 calendar year, an annual amount of \$7,500, to be paid in two installments on Jan. 31 (75%) and July 1 (25%).

(collectively, the “Operating Funds”)

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

Conditional Entitlement

The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City’s annual budget by the City. The City shall budget for the Operating Funds; however, it is understood and acknowledged that if the Operating Funds budgeted by the City are reduced, the City and the Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society under this Agreement.

City’s Covenants

The City agrees:

- a. to assign a staff liaison (the “Staff Liaison”) who shall attend the meetings of the Board of Directors of the Society and the general meetings of the Society including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Society;
- b. the Staff Liaison shall be the manager of this Agreement on behalf of the City;
- c. the Staff Liaison shall be a link and connect the Society to all other municipal staff and resources;
- d. to provide to the Society advertising space in its Parks, Recreation & Culture Guide (the “Guide”) equivalent to the space customarily provided in past issues of the Guide and such other space as may become available as determined by the City, without

cost to the Society, and to do its utmost to promote and publicise the Society's programs and services through the distribution of the guide;

- e. to provide an address and phone number for the Society to conduct business from;
- f. to provide access to Memorial Peace Park for the Society at no cost, waiving base rent and pending availability. The Society will be responsible for any additional expenses incurred by the City beyond base rent. For any other use, the City will provide access to City parks, recreation and culture facilities in accordance with current booking and scheduling policies and procedures, and to charge the Society in accordance with the current fees and charges policy (see website www.mapleridge.ca), noting that the Society shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Society will be responsible for any additional related expenses in operating a program from any of these facilities;
- g. facilitate the opportunity for a business license to be obtained from the City at no cost;
- h. provide and deliver the available basic equipment required by the Society to run the weekly markets including: tables, chairs, wash-stations, power panels, cord covers, and access to washrooms from 7am-4pm. An appropriate replacement fee will be charged to the Society should equipment be found returned outside the current condition;
- i. provide storage space for the Society where and if available on City property (vicinity of the Greg Moore Youth Centre).

Society's Covenants

The Society agrees with the City:

- a. to manage and operate this Agreement for the intended purposes, and that the Society will establish operating policies and procedures in line with its business plan;
- b. to manage and deliver a Haney Farmers Market (for 30 consecutive weeks) in Memorial Peace Park (including one week in August and five weeks at the end of the market season) that takes into consideration the following City's values:
 - i. connected community,
 - ii. collaborative community planning,
 - iii. engaged community (agriculture), and
 - iv. sustainable community.
- c. when developing the Market, to take into consideration a community development approach to provide agriculture groups, community groups, school district, business and individuals a diverse opportunity to connect, link, learn together, share assets

and common interests, network and co-create through agriculture, education and culture where possible;

- d. provide dedicated services of a Market Manager to plan and coordinate the daily operations and community outreach components, as well as provide financial management for the market;
- e. responsible for any expenses which the Society has assumed, but which are not included in the City's direct and/or in-kind contributions outlined in this agreement;
- f. meet with and provide reports to the Staff Liaison regarding attendance, sales, vendors, finances, or other pertinent info as required;
- g. within the Society's available resources, to conduct surveys and evaluations and compile and analyze statistics and data on programs, services and operations to inform and meet strategic and business planning processes, monitoring and reporting requirements;
- h. to advertise the Market in the "Guide" in accordance with all deadlines and standards established by the City for the production of the "Guide" in addition to utilizing other appropriate advertising methods;
- i. commit to additional promotion beyond the Guide, which can include but not limited to: newspaper, magazines, blogs, email, Facebook, and Twitter;
- j. maintain a webpage for communication and information purposes;
- k. to include provision for appropriate levels of training and professional development opportunities for the Board of Directors, staff and volunteers of the Society within available resources in the Society's annual budget as part of best practices for a non-profit organization and in accordance with the Society's governance policy;
- l. to use good board governance practices and procedures including understanding of fiduciary duties;
- m. to apply and maintain quality human resources management practises for non-profit organizations of similar size, scale and scope including:
 - (i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations as per City policy, and
 - (ii) appropriate levels of supervision for all direct and partnered activities and programs.
- n. to seek funding from diverse sources including grants, sponsorships and fundraising endeavours as best practises;
- o. to adhere to and align with identified City policies and procedures for civic owned facilities to the best of the Society's abilities and resources (e.g. safety, community development, volunteerism, criminal records check) as set out in Schedule E;
- p. to acknowledge the support of the City as applicable in appropriate communications and promotional materials used to promote these activities and where space

permits. The Society shall provide such acknowledgement by using the logos and/or names of the City in accordance with prescribed standards;

- q. to maintain Memorial Peace Park and the operating equipment contained therein in a clean and safe condition at all times and in good working order, excepting normal wear and tear. Borrowed equipment shall remain the property of the City;
- r. to obtain and maintain during the term of this Agreement, at the Society's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Society, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than \$5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail, and shall name the City of Maple Ridge and the Board of Education of School District No. 42 as additional insured parties and shall provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party. In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Society and the Society hereby appoints the City as the Society's lawful attorney to do all things necessary for that purpose;
- s. to deliver a copy of each insurance policy required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance on request by the City;
- t. to maintain its status as a Society in good standing with the Registrar of Companies for the Province of British Columbia;
- u. to maintain an open membership which will ensure all citizens of Maple Ridge may become members of the Society;
- v. not to amend the Constitution or the bylaws of the Society without first informing the City of the intended amendment;
- w. not to suffer, permit or allow any unlawful activities or conduct or any nuisance to exist nor suffer, permit or allow any conduct or activity that is in breach of the Human Rights Code;
- x. to permit the Staff Liaison and the City's representative's to attend meetings of the Society's Board of Directors.

Business Plan, Financial Statements

The Society must provide to the City:

- a. a detailed strategic plan and a budget each year no later than January 15, for review by the Staff Liaison (attached as Schedule C). The strategic plan and budget will be in alignment with the City's vision and goals to support community partners providing community benefits and will inform the City's annual business plans;
- b. an Annual Report presentation each March following the Society's AGM to the City including:
 - (i) annual financial statements; and
 - (ii) annual statistics on attendance, scope of services offered, volunteer information and other relevant data;
- c. Reporting on the City's values listed in the Society Covenants (b, i-v), that will be further defined through the development of a mutually agreed upon framework for annual reporting;
- d. Three year comparative statistics including projected year, based on the Society's fiscal year, provided to the Staff Liaison each fall for department business planning purposes; and
- e. A projected three year budget (e.g. 2018-2020) at the time of renewal.

Indemnity

The Society will:

- a. release the City and agrees not to sue the City in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the City to perform its obligations under this Agreement; and
- b. indemnify, defend and save harmless the City, their elected officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits, liability, demands, actions, proceedings, costs (including legal costs), damages and expenses whatsoever, by whomsoever brought arising from:
 - (i) any breach, violation, default or non-performance by the Society of any provision of this Agreement;
 - (ii) any act, omission, or negligence of the Society, its officers, directors, members, contractors, volunteers or others of the Society;
 - (iii) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City on or in relation to the operations of the Society.

The indemnity contained in this agreement survives the expiry or earlier termination of this Agreement.

PART III – GENERAL PROVISIONS

The parties agree:

- a. this Agreement shall come into effect on January 1, 2018, and shall expire and cease to be binding on the parties on December 31, 2020, provided that any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;
- b. the terms of this Agreement may be reviewed and revised with the mutual consent of all parties;
- c. the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Society other than those contained in this Agreement;
- d. nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Society;
- e. wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;
- f. the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- g. nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Society as anything other than an independent contractor;
- h. no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;
- i. no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled or unless written consent or approval relating to the specific matter has first been obtained. Nor prior consent or approval and no condoning, excusing or overlooking by the City on previous occasions when such consent or approval was required shall be taken to operate as a waiver of the necessity for such consent or approval wherever required;
- k. time shall be of the essence of this Agreement; and
- l. this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF MAPLE RIDGE by its authorized signatory:

Corporate Officer

Date

THE HANEY FARMERS MARKET SOCIETY
by its authorized signatories:

Signature

Title

Signature

Title

Date

Schedule "A"
HANEY FARMERS MARKET SOCIETY CONSTITUTION

1. The name of the Society is the Haney Farmer's Market Society.
2. The purpose of the Society is:

The Haney Farmer's Market has been created to encourage a healthy community. In doing so, we strive to offer a safe, relaxing and enjoyable place for people to come together. The Market will serve to stimulate and support local economic initiatives, to provide an opportunity for community groups and individuals to inform and entertain their neighbours, to support and strongly encourage practices which work towards ecological and community health.
22. Responsibilities of Board of Directors:

To formulate and oversee the implementation of policies consistent with the purpose of the society.
23. Responsibilities of Executive Committee:
 - 1) To set agenda for the regular monthly Board of Directors meetings. Agenda developed with input from directors and committee members.
 - 2) To address ongoing business of the Society in accordance with direction from Board of Directors.
 - 3) To initiate actions on motions from the minutes of Board meetings.
 - 4) Direct Supervision of all HFMS Staff.
 - 5) To update the Policy and Procedure Manual Annually.
 - 6) Develop a Business Plan.

Schedule “B”

HANEY FARMERS MARKET TERMS OF REFERENCE

Vision Statement

“This is where it happens, at the market, connecting community around the table, reflecting the rhythm, the passion, uniqueness and diversity, nourishing the mind, body and soul.” January 19, 2008.

Mission

The Haney Farmers Market encourages a healthy community by providing the public with direct access to food producers. The Market serves to stimulate and support the local economy, to provide opportunities to inform, entertain, support and strongly encourage environmental sustainability.

Guiding Principles

Locally Grown or Produced Products – We believe in supporting local growers and producers and those who engage in environmentally sound, farming practices.

Education – We believe in educating the community about food choices and farming including locally grown options, nutrition, seasonal eating, organic growing, use of agricultural lands and the historical roots of farming in our community.

Sense of Community – We believe in building connections that create a sense of community through partnerships, collaborations and building relationships with the community at large.

Opportunities – We believe in creating a supportive environment that encourages and celebrates the growth and development of community members and businesses.

Inclusiveness / Diversity - We believe in promoting and encouraging inclusiveness and diversity by respecting, honouring and celebrating uniqueness.

Ambience – We believe in creating an atmosphere that reflects a community that is welcoming, nurturing and provides opportunities for community to participate and celebrate.

Schedule "C"

HANEY FARMERS MARKET BUSINESS PLAN

Note: new 2018-2020 Strategic Plan will be completed in spring 2018 and will replace this section.

Goal 1 Vendors: Maintain or Increase the number of quality farm, produce or product						
Health and Safety for vendors						
Strategy 1 Maintain existing and increase new vendor relationships						
	Actions			Target	Owner	
1.	Added cheese, fish, lamb: waiting for beef			Spring	Operations	
2.	PoCo produce vendors ✓ , eggs ✓ , meat x fish ✓				Operations	
3.	Encourage vendors to participate in health and safety program e.g. MarketSafe			Spring		
4.	Review risk management plan:			Done	Board/Executive	
Goal 2 Succession Planning: Board, Market Managers and Volunteers						
Strategy 1 Market Managers and Volunteers						
	Actions			Target	Owner	✓
1.	Institute a "fire drill" to test Board/Volunteers ability to react to MM emergencies requiring a back-up plan			2017	Operations	
2.	Network with other markets and BCAFM to get a better understanding of how their markets are managed and their policies			2017	Executive Committee	
3.	Develop a training program for Volunteers HFM			Continual	done	✓
4.	and PCFM volunteers			Continual	Kathy/PCAdvCom	✓
5.	Develop PCFM Advisory Committee			Done	Eileen	✓
Strategy 2 Board						
	Actions			Target	Owner	✓
1.	Prepare a plan for succession planning for Board			2017	Executive Com	
2.	Broaden Board governance capabilities and skills			Ongoing	Board	
3.	Develop Policy Manual			2017	Board/Exec Com	
Goal 3 Improved Facilities						
Strategy 1 Develop a plan for facilities to accommodate the extension of farmer market dates						
	Actions			Target	Owner	✓
1.	Discuss Pop Up markets					
2.	Move to Grow & Gather Nurseries			Done	Renata	✓
	for autumn markets only 4 days in 2017					
3.						
Strategy 2						
	Actions			Target	Owner	✓
1.	PoCo extension down Whyte Street			done	PCFM Adv Com	✓

Goal 4 Broaden Customer Base						
Strategy 1 Broaden customer base for both Haney and PoCo Markets						
	Actions			Target	Owner	✓
1.	Work with DMRBIA and DPCBIA			Ongoing	Operations	✓
2.	PoCo draw in the community			Ongoing	Operations	
Strategy 2 Develop a Marketing Plan						
	Actions			Target	Owner	
	1 HFM looking for long range sponsors			2017		
Strategy 3 Join in BCAFM Nutrition Coupon Program						
	Actions					
1	Both Markets in program			Done	Operations	✓
Goal 5 Education and Partnerships						
Strategy 1 Continue to develop relationships with the community						
	Actions			Target	Owner	✓
1.	Explore partnership with Agricultural Advisory Com. and Economic Development Dept to create editorials which feature farms, vendors, products, pricing, quality			Ongoing	All	
2.	Continue to work with community groups such as FRANAS, GETI, CEED, RM Recycling, Library, Museum, Art Groups, HUB, Seniors Resources Festivals Committee			Ongoing	Operations	✓
3.	PoCo develop relationships with community groups			Ongoing	Operations	✓
Strategy 2 Establish sustainable education and volunteer support						
	Actions			Target	Owner	✓
1.	Work with Gourmet Grannies education program, Cooking education, Healthy Seniors Program			Summer	Eileen	✓
2.	Develop an inventory of educational volunteers, skill levels			Ongoing	Eileen	
Goal 6 Achieve Financial Sustainability, Grants and Revenue						
Strategy 1 Develop and maintain additional sources of revenue, grants						
	Actions			Target	Owner	✓
1.	Apply to District of Maple Ridge (\$7,500)			Done	Eileen	✓
2.	Renew Contract with Port Coquitlam			2017	Eileen	✓
3.	Meet with Envision re sponsor of spring fund raiser			2017	Eileen	
4.	Apply to Vancity Branch grant re G&G, Farm			Feb	Eileen	✓
5.	Apply to MR DBIA re draw public downtown			Jan	Eileen	✓
6.	Sponsorship? Re moneyfor Gourmet Grannie expenses				Board discussion	
7.	Explore fundraising ideas: i.e. Membership Drive ✓			Ongoing	Operations	
	Spring dinner, mini market fundraisers, sponsorship, contests				Board discussion	
8.	Develop a Fundraising Committee				Operations	
9.	Strive to make up a financial model for funding for future years				Strat plan	
Strategy 2 Increase Vendor revenue and/or Vendor membership fees						
	Actions			Target	Owner	✓
1.	Attract and maintain vendors to generate enough revenue to cover expenses: raise? fees			Ongoing 2017	Operations	
2.	Attract and maintain customers to generate adequate vendor sales			Ongoing	Operations	

Schedule "D"

CITY POLICIES

<u>Name</u>	<u>Policy No.</u>	<u>Date Approved</u>
Asset Based Community Development Policy*	P092	April 10, 2014
Criminal Records Check Policy	5.03	July 5, 1993
Volunteers Policy*	P127	Sept. 11, 2014

*PLSC policies will transition to City of Maple Ridge policies in 2018.

Schedule “E”

CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO AN OPERATING AGREEMENT

- a. That the group maintain its status as a registered Society in good standing with the Provincial Registrar of Companies.
- b. That the purposes of the Society listed in its Constitution encompass the programs and services for which the agreement is being entered into.
- c. That the Society dissolution clause in its Constitution identify that the assets of the Society shall go to a local organization with similar purposes or to the appropriate local government authority (the City) upon dissolution of the Society.
- d. That the Society’s Bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organisation at a reasonable annual cost.
- e. That the Society’s Bylaws provide for regular (annual) elections to the Board of Directors from the Membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). The bylaws should also provide for a maximum number of terms a member may serve on the Board before stepping down for at least one term.
- f. That a detailed annual report of the programs and services provided to the community by the Society be provided to the City.
- g. That the books and records of the Society are available to the City or its representatives for inspection at any time upon 24 hours notice having been provided requesting such notice.
- h. That any changes to the Constitution or Bylaws of the Society be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.
- i. That the Society prepares and presents a three year financial plan for its operations to the City on an annual basis.