

City of Maple Ridge

COMMITTEE OF THE WHOLE AGENDA

October 4, 2022

11:00 a.m.

Virtual Online Meeting including Council Chambers

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

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

For virtual participation during Community Forum please go to
www.mapleridge.ca/640/Council-Meetings and select the meeting date.

1. CALL TO ORDER

2. ADOPTION AND RECEIPT OF MINUTES

2.1 Minutes - September 20, 2022

3. DELEGATIONS/STAFF PRESENTATIONS

3.1 2022 Innovation Challenge Winners

Presentation by Karen Hansen, Administrative Assistant - Economic Development and William Carne, Manager - Ridge Meadows College

3.2 Public Arts Steering Committee - Annual Update

Presentation by Susan Hayes, Committee Chair

4. PLANNING & DEVELOPMENT SERVICES

Note:

- Owners and/or Agents of development applications on this agenda may be present to answer Council questions pertaining to their item at the conclusion of Staff presentations for that item.
- The following items have been numbered to correspond with the Council Agenda where further debate and voting will take place, upon Council decision to forward them to that venue.

1101 2022-292-RZ, 12040 248 Street, CS-1 to C-2

Staff report dated October 4, 2022, recommending that Zone Amending Bylaw No. 7882-2022, to permit the future construction of a two-storey, mixed use, building, be given first reading and that the applicant provide further information as outlined in the report.

1102 2022-293-RZ, 21511 and 21521 Exeter Avenue, RS-1a to R-4

Staff report dated October 4, 2022, recommending that Zone Amending Bylaw No. 7881-2022, to permit a future subdivision of two lots into three, be given first reading and that the applicant provide further information as outlined in the report.

1103 2020-014-RZ, 12209 Laity Street, RS-1 to R-1

Staff report dated October 4, 2022, recommending that Zone Amending Bylaw No. 7648-2020 as amended, to permit a future two lot subdivision, be given second reading and be forwarded to Public Hearing.

1104 2021-564-DP, 23004 Dewdney Trunk Road, Housing Agreement Bylaw

Staff report dated October 4, 2022, recommending that Housing Agreement Discharge Bylaw No. 7876-2022 to discharge Housing Agreement Bylaw No. 7345-2017, and Housing Agreement Bylaw No. 7877-2022 be given first, second and third readings.

5. ENGINEERING SERVICES

1131 Award of Contract ITT-EN22-25, Fern Crescent Multi-Use Path and Roundabout

Staff report dated October 4, 2022, recommending that Contact ITT-EN22-25, Fern Crescent Multi-Use Path and Roundabout, be awarded to Arsalan Construction Limited, a construction contingency be approved and that the Financial Plan be amended to increase the project funding, and that the Corporate Officer be authorized to execute the contract.

6. CORPORATE SERVICES

7. PARKS, RECREATION & CULTURE

8. ADMINISTRATION

9. COMMUNITY FORUM

10. NOTICE OF CLOSED COUNCIL MEETING

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

- Section 90(1)(e) the acquisition, disposition or expropriation of land of improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- Section 90(1)(j) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

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

11. ADJOURNMENT

COMMUNITY FORUM

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

There is a two (2) minute time limit per speaker with a second opportunity provided if no one else is waiting to speak. Respectful statements and/or questions must be directed through the Chair and not individual members of Council. The total session is limited to 15 minutes.

Council meetings open to the public will continue to be hosted through electronic means, with up to 33 members of the public allowed physical access to Council Chambers through a first come, first served basis.

The wearing of masks will be encouraged but not required. Sanitizer stations will be available at entry points to Council Chambers.

Please check our website for the latest updates on how the City is facilitating public participation in response to evolving Public Health Orders: <https://www.mapleridge.ca/2408/COVID-19-Information>

We encourage the public to watch the video recording of the meeting via live streaming or any time after the meeting via: <https://media.mapleridge.ca/Mediasite/Showcase>

Using Zoom, input from the public during Community Forum is being facilitated via the raised hand function through the Zoom meeting. For virtual public participation during Community Forum please join the meeting by clicking on the date of the meeting at: <https://www.mapleridge.ca/640/Council-Meetings>. When the meeting reaches the Community Forum portion, please raise your virtual hand to indicate you would like to speak.

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

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

For more information on these opportunities contact:

Legal & Legislative Services Department at **604-463-5221** or clerks@mapleridge.ca
Mayor and Council at mayorcouncilandcaol@mapleridge.ca

APPROVED BY:

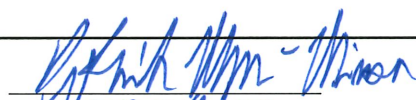

DATE:


PREPARED BY:

DATE:

CHECKED BY:

DATE:


SEP 29/22

Sept. 29, 2022


Sept 29, 2022

COMMITTEE OF THE WHOLE MEETING MINUTES

September 20, 2022

The Minutes of the Committee of the Whole Meeting held on September 20, 2022 at 11:00 a.m. virtually and in Council Chambers of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

<i>PRESENT</i>	<i>Appointed Staff</i>
<i>Elected Officials</i>	S. Hartman, Chief Administrative Officer
Mayor M. Morden	C. Carter, General Manager Planning & Development Services
Councillor J. Dueck	C. Crabtree, General Manager of Corporate Services
Councillor C. Meadus	S. Labonne, General Manager Parks, Recreation and Culture
Councillor G. Robson	D. Pollock, General Manager Engineering Services
Councillor R. Svendsen	P. Hlavac-Winsor, General Counsel and Executive Director, Legislative Services, Acting Corporate Officer
Councillor A. Yousef	
<i>ABSENT</i>	
Councillor K. Duncan	<i>Other Staff as Required</i>
	C. Goddard, Director of Planning
	M. Baski, Planner 2
	M. McMullen, Director of Development & Environment Services
	C. Nolan, Deputy Director of Finance
	F. Smith, Director of Engineering
	R. Tardif, Planner 1
	W. Cooper, Planner 1
	A. Hilleren, Accounting Clerk 2
	C. Howes, Clerk 3
	H. Singh, Computer Support Specialist

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

Note: Acting Mayor Councillor Yousef chaired the meeting from the Council Chambers.

1. **CALL TO ORDER**

2. **ADOPTION AND RECEIPT OF MINUTES**

2.1 Minutes of the Committee of the Whole Meeting of September 6, 2022

It was moved and seconded

That the Minutes of the September 6, 2022 Committee of the Whole Meeting be adopted.

CARRIED UNANIMOUSLY

2.2 Approval of the Agenda of September 20, 2022

It was moved and seconded

That the agenda of the Committee of the Whole Meeting of September 20, 2022 be adopted.

CARRIED UNANIMOUSLY

3. ***DELEGATIONS/STAFF PRESENTATIONS – Nil***

4. ***PLANNING AND DEVELOPMENT SERVICES***

1101 **2022-024-RZ, 24266 110 Avenue, RS-3 to RS-1d**

Staff report dated September 20, 2022, recommending that Zone Amending Bylaw No. 7880-2022, to rezone from RS-3 (Single Detached Residential) to RS-1d (Single Detached (Half Acre) Residential), to permit a future subdivision of approximately nine single-family lots, be given first reading and that the applicant provide further information as described in the report.

W. Cooper, Planner 1, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That staff report dated September 20, 2022, titled “First Reading, Zone Amending Bylaw No. 7880-2022, 24266 110 Avenue” be forwarded to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

1102 **2022-250-RZ, 22534, 22548 and 22556 Royal Crescent, RS-1 to RM-2**

Staff reported dated September 20, 2022, recommending that Zone Amending Bylaw No. 7874-2022 to rezone RS-1 (Single Detached Residential) to RM-2 (Medium Density Apartment Residential) to permit the future construction of a six-story apartment building for 98 Senior Housing units with BC Housing be given first reading and that the applicant provide further information as described in the report.

M. Baski, Planner 2, provided a summary presentation and staff answered Council questions. T. Ankenman, Architect and N. Brunemeyer, Regional Director of BC Housing, answered questions.

It was moved and seconded

That staff report dated September 20, 2022, titled, “First Reading, Zone Amending Bylaw No. 7874-2022, 22534, 22548, and 22556 Royal Crescent” be forwarded to the next Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

- 1103 **2019-138-RZ, 22238, 22242, 22246, and 22286 Selkirk Avenue, 22245, 22251, and 22289 Lougheed Highway, PID 011-208-775, PID 011-208-848, and PID 011-208-856, C-3 and CS-1 to CD-2-22**

Staff report dated September 20, 2022, recommending that Official Community Plan Amending Bylaw No. 7878-2022 be given first and second reading and forwarded to Public Hearing, that Zone Amending Bylaw No. 7561-2019 be rescinded, and Zone Amending Bylaw No. 7879-2022, to rezone from C-3 (Town Centre Commercial) and CS-1 (Service Commercial) to CD-2-22 (Comprehensive Development) to permit the future construction of two apartment buildings, be given first and second reading and forwarded to Public Hearing.

R. Tardif, Planner 1, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That staff report dated September 20, 2022, titled, “First and Second Reading Official Community Plan Amending Bylaw No. 7878-2022 Zone Amending Bylaw No. 7879-2022, 22238, 22242, 22246, and 22286 Selkirk Avenue; 22245, 22251, and 22289 Lougheed Highway; PID 011-208-775, PID 011-208-848, and PID 011-208-856”, be forwarded to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

- 1104 **2020-177-RZ, 12834 232 Street, RS-2 to CD-3-22**

Staff report dated September 20, 2022, recommending that Official Community Plan Amending Bylaw No. 7888-2022 be given first and second reading and forwarded to Public Hearing, that Zone Amending Bylaw No. 7661-2020 be rescinded, and that Zone Amending Bylaw No. 7889-2022, to rezone from RS-2 (One Family Suburban Residential) to CD-3-22 (Comprehensive Development), to permit the future construction of a three-storey, mixed-use building, be given first and second reading and forwarded to Public Hearing.

R. Tardif, Planner 1, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That staff report dated September 20, 2022, titled “First and Second Reading, Official Community Plan Amending Bylaw No. 7888-2022, Zone Amending Bylaw No. 7889-2022, 12834 232 Street” be forwarded to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

1105 2021-393-RZ, 10869 and 10911 248 Street, RS-3 to R-1 and R-2 and R-3

That staff report dated September 20, 2022, recommending that Official Community Plan Amending Bylaw No. 7890-2022 be given first and second reading and forwarded to Public Hearing and that Zone Amending Bylaw No. 7811-2021 to rezone from RS-3 (Single Detached Rural Residential) to R-1 (Single Detached (Low Density) Urban Residential), R-2 (Single Detached (Medium Density) Urban Residential), and R-3 (Single Detached (Intensive) Urban Residential) to permit the future construction of approximately 34 lots, be given second reading and forward to Public Hearing.

W. Cooper, Planner 1, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That staff report dated September 20, 2022, titled, “First and Second Reading Official Community Plan Amending Bylaw No. 7890-2022, Second Reading, Zone Amending Bylaw 7811-2021, 10869 and 10911 248 Street,” be forwarded to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

1106 2020-409-VP, 11089 240 Street, Development Variance Permit

Staff report dated September 20, 2022, recommending that the Corporate Officer be authorized to sign and seal 2020-409-DVP, to reduce the front yard setback.

R. Tardif, Planner 1, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That staff report dated September 20, 2022, titled “Development Variance Permit, 11089 240 Street” be forwarded to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

1107 2020-250-DVP, 23939 Fern Crescent, Development Variance Permit

Staff report dated September 20, 2022, recommending that the Corporate officer be authorized to sign and seal 2020-250-VP to reduce the lot width.

M. McMullen, Manager of Development & Environmental Services, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That staff report dated September 20, 2022, titled “Development Variance Permit, 23939 Fern Crescent” be forward to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

1108 2018-182-RZ, 11040 Cameron Court, Payment in Lieu of Parkland Dedication

Staff report dated September 20, 2022, recommending that Council require payment in lieu of parkland dedication for 6 lot subdivision of the property located at 11040 Cameron Court.

It was moved and seconded

That staff report dated September 20, 2022, titled, “5% Payment in Lieu of Parkland Dedication, 11040 Cameron Court”, be forwarded to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

5. ENGINEERING SERVICES

1131 09-3900-03, Maple Ridge Water Service Amending Bylaw No. 7868-2022

Staff report dated September 20, 2022, recommending that Maple Ridge Water Service Amending Bylaw No. 7868-2022 be given first, second and third readings.

F. Smith, Director of Engineering provided a summary presentation and staff answered Council questions.

It was moved and seconded

That staff report dated September 20, 2022, titled, “Maple Ridge Water Service Amending Bylaw No. 7868-2022”, be forwarded to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

1132 2020-168-RZ, Alternative Approval Process to Permit a City Sewer Line in Dedicated Park Land

Staff report dated September 20, 2022, recommending that City Sewer Line in Dedicated Park Land Bylaw No. 7867-2022 receive second and third reading.

P. Hlavac-Winsor, General Counsel & Executive Director, Legal and Legislative Services provided summary of alternative approval process and answered Council questions.

It was moved and seconded

That staff report dated September 20, 2022, titled “Alternative Approval Process to Permit a City Sewer Line in Dedicated Park Land” be forwarded to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

1133 11-52455-20-B512 & 01-0400-60, Alternative Approval Process to Permit an SRW for Metro Vancouver Forcemain in Dedicated Park Land Bylaw

Staff report dated September 20, 2022, recommending that Bylaw No. 7841-2022 – Statutory Right of Way Over Dedicated Park and Dedicated Road for Metro Vancouver’s Forcemain Project receive second and third reading.

It was moved and seconded

That staff report dated September 20, 2022, titled “Alternative Approval Process to Permit an SRW for Metro Vancouver Forcemain in Dedicated Park Land Bylaw” be forwarded to the Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

6. CORPORATE SERVICES

1151 05-1970-04, 2020 - 2023 Property Tax Exemption Amendment

Staff report dated September 20, 2022, recommending that Maple Ridge Property Tax Exemption Amending Bylaw No. 7869-2022, be given first, second and third readings.

A. Hilleren, Accounting Clerk 2, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That staff report dated September 20, 2022, titled, “2020-2023 Property Tax Amendment” be forwarded to the next Council Meeting of September 27, 2022.

CARRIED UNANIMOUSLY

7. PARKS, RECREATION & CULTURE - Nil

8. ADMINISTRATION - Nil

9. COMMUNITY FORUM – Nil

10. NOTICE OF CLOSED COUNCIL MEETING – *Nil*

11. ADJOURNMENT – 12:14 p.m.

Councillor A. Yousef, Chair
Presiding Member of the Committee



mapleridge.ca

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First Reading
Zone Amending Bylaw No. 7882-2022
12040 248 Street

MEETING DATE: October 4, 2022
FILE NO: 2022-292-RZ
MEETING: C o W

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 12040 248 Street, from CS-1 (Service Commercial) to C-2 (Community Commercial), to permit the future construction of a two-storey, mixed-use building comprised of three commercial ground-floor units (totalling approximately 372.45m² (4,009.02 ft²)), and one upper-level residential unit (approximately 97.27m² (1,047.01 ft²)). 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 (CAC) Program at a rate of \$4,300.00 per apartment dwelling unit, for a total estimated amount of \$4,300.00, or such rate applicable at third reading of this application.

RECOMMENDATIONS:

1. That *Zone Amending Bylaw No. 7882-2022* be given first reading; and further
2. That the applicant provide further information as described on Schedule C, D, and E of the *Development Procedures Bylaw No. 5879-1999*.

DISCUSSION:

a) Background Context:

Applicant:	0981077 BC LTD
Legal Description:	Lot 23 Section 23 Township 12 New Westminster District Plan 15267
OCP:	
Existing:	Commercial
Proposed:	Commercial
Within Urban Area Boundary:	No
OCP Major Corridor:	Yes
Zoning:	
Existing:	CS-1 (Service Commercial)
Proposed:	C-2 (Community Commercial)

Surrounding Uses:	
North:	Use: Residential Zone: RS-1 (Single Detached Residential) Designation: <i>Estate Suburban Residential</i>
South:	Use: Commercial Multi-Use Zone: C-2 (Community Commercial) Designation: <i>Commercial</i>
East:	Use: Residential Zone: RS-1 (Single Detached Residential) Designation: <i>Estate Suburban Residential</i>
West:	Use: School Zone: P-1 (Park and School) Designation: <i>Institutional</i>
Existing Use of Property:	Commercial
Proposed Use of Property:	Commercial/Residential Mixed-Use
Site Area:	0.183 ha (0.45 acres)
Access:	248 Street & Smith Avenue
Servicing Requirement:	Urban Standard
Flood Plain:	No
Fraser Sewer Area:	Yes

b) Site Characteristics:

The subject property is located at 12040 248 Street and is sized at 1,701.61m² after necessary road dedication. The site is relatively flat, with little vegetation. The subject property is bounded by residential uses to the north and east, commercial multi-uses to the south, and institutional school use to the west.

c) Project Description:

The development proposal is for the rezoning and subsequent development of the lot into a mixed-use commercial and residential building, with three commercial units and one residential unit above (see Appendices A and B). There is a parking lot proposed to be located behind and beside the building, to the south and east. A preliminary review indicates the proposal complies with the density and other regulations of the C-2 (Community Commercial) zone. A Development Variance Permit will be required for the north side of the project, for an Exterior Side Lot Line setback reduction.

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

d) Planning Analysis:

Official Community Plan:

The development site is located at the intersection of 248 Street and Smith Avenue, and is outside of the Urban Area Boundary identified on Schedule "B" of the Official Community Plan. The site is currently designated *Commercial*, and is a Village Commercial Node. The Village Commercial Node is within the Fraser Sewer Area and is intended to serve a variety of daily convenience and commercial shopping needs within close proximity to established neighborhoods. The *Commercial* OCP designation supports the proposed development under the C-2 (Community Commercial) zone.

Zoning Bylaw:

The current application proposes to rezone the property from CS-1 (Service Commercial) to C-2 (Community Commercial) (see Appendix C) to permit the development of a mixed-use, three unit commercial and one unit residential building (see Appendix D). The minimum lot size for the current CS-1 (Service Commercial) zone is 929.0m², and the minimum lot size for the proposed C-2 (Community Commercial) zone is 2,500.0m². There is no density applicable for the C-2 (Community Commercial) zone designated in *Zoning Bylaw No. 7600-2019*. The proposed lot size after road dedication for this site is 1,701.61m². Any variations from the requirements of the proposed zone will require a Development Variance Permit application. A Development Variance Permit will be required for the north side of the project, for an Exterior Side Lot Line setback reduction.

Development Permits:

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

Advisory Design Panel:

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

Development Information Meeting:

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

e) Interdepartmental Implications:

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

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

The aforementioned 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.

f) Development Applications:

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

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

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

CONCLUSION:

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

“Original signed by Annie Slater-Kinghorn”

Prepared by: **Annie Slater-Kinghorn, BA**
Planning Technician

“Original signed by Mark McMullen” for

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

“Original signed by Christine Carter”

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

“Original signed by Scott Hartman”

Concurrence: **Scott Hartman**
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7882-2022
Appendix D – Proposed Site Plan



Scale: 1:2,500

Legend

-  Stream
 Ditch Centreline
 Indefinite Creek

12040 248 STREET
PID 001-926-802

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

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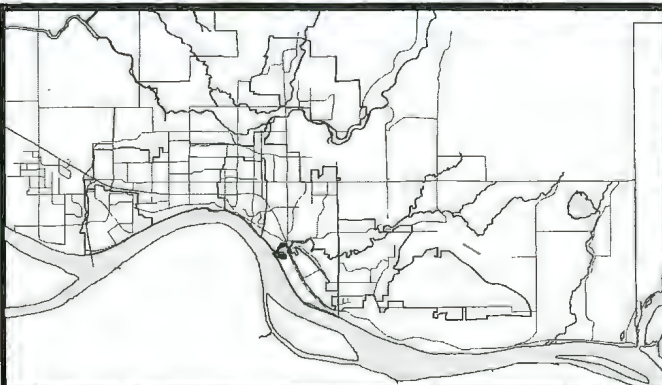
FILE: 2022-292-RZ

DATE: Aug 29, 2022

BY: AH



Scale: 1:2,500



12040 248 STREET
PID 001-926-802

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

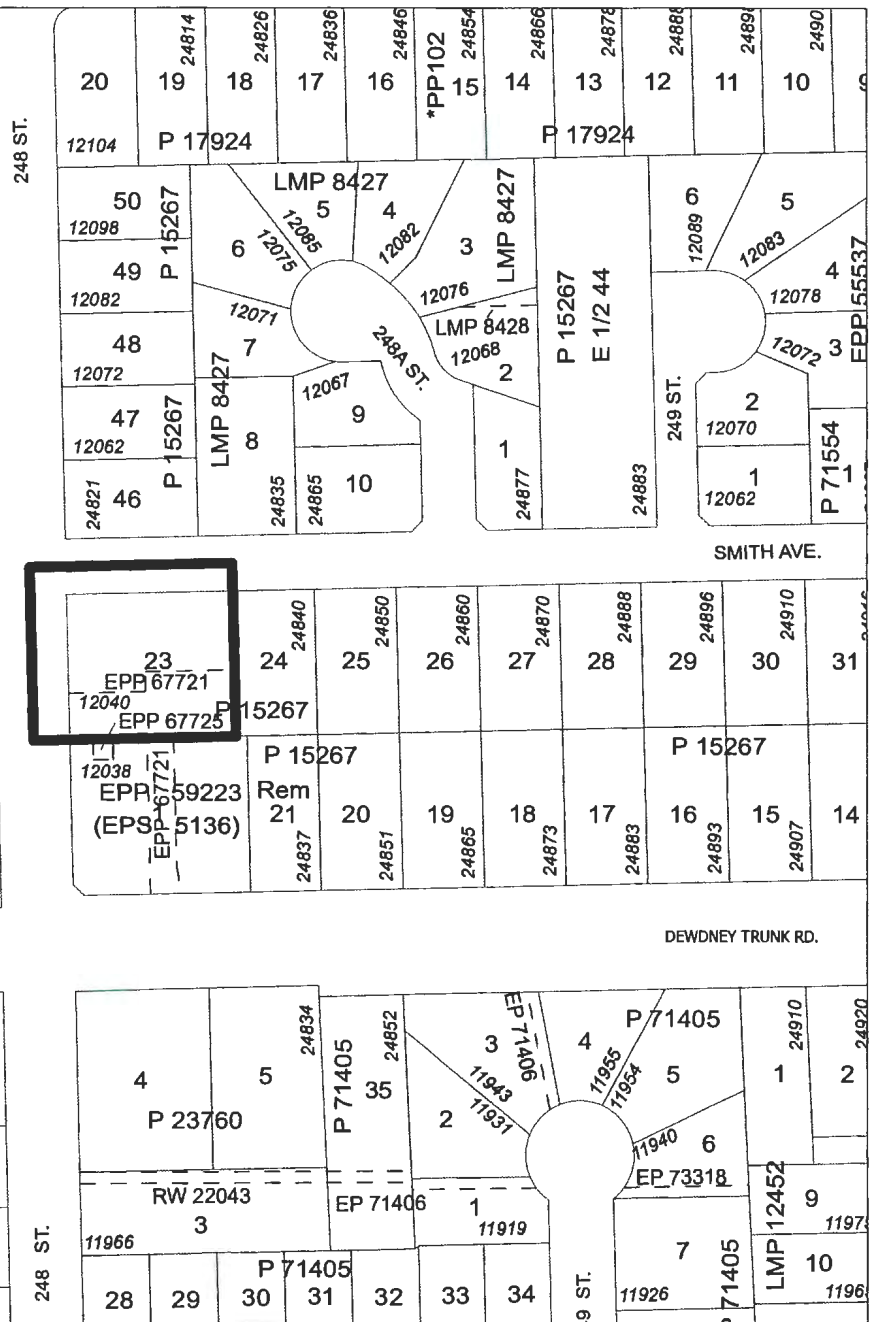
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FILE: 2022-292-RZ
DATE: Aug 29, 2022

BY: AH

CORPORATE OFFICER

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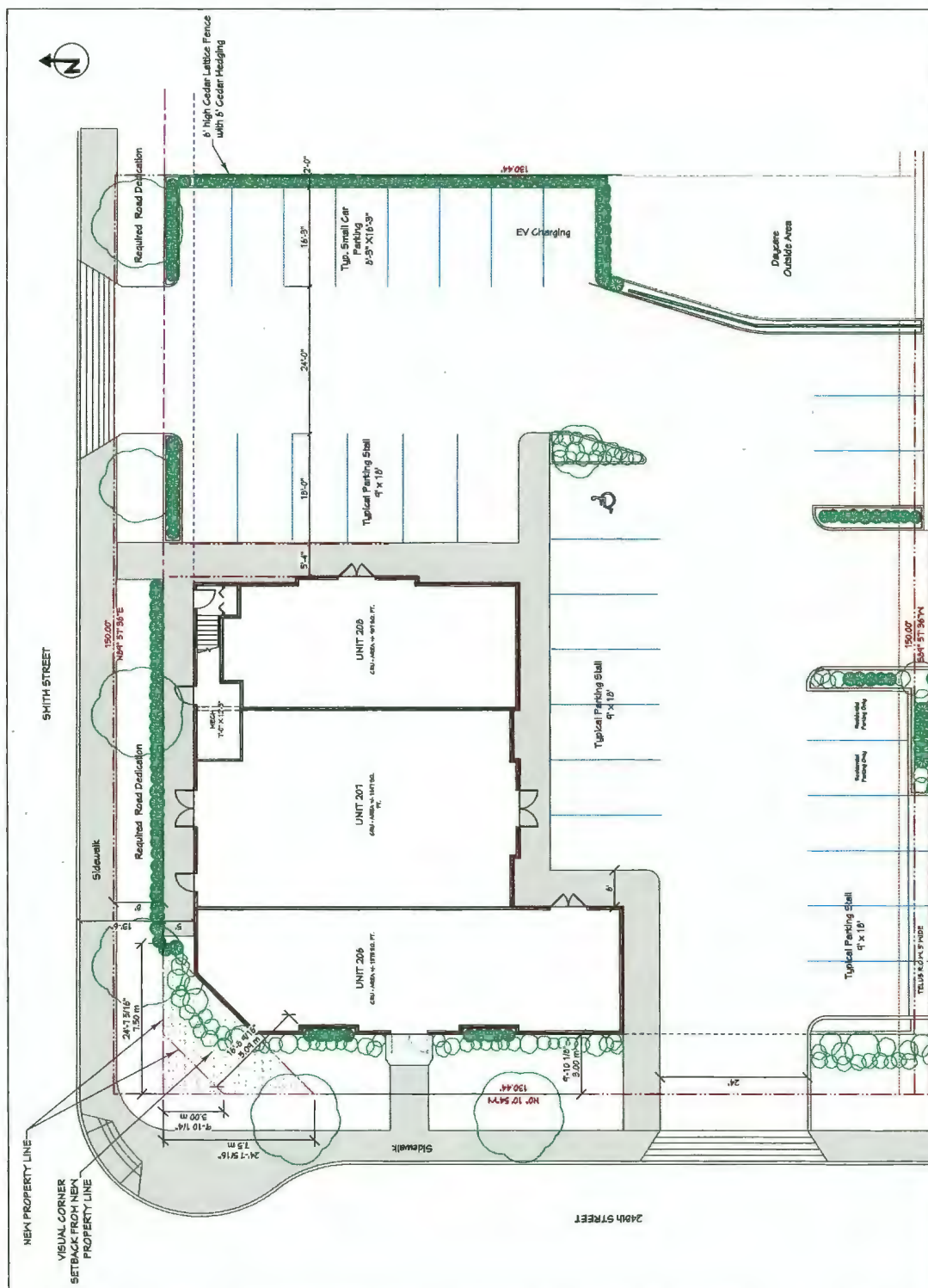


MAPLE RIDGE ZONE AMENDING

Bylaw No. 7882-2022
 Map No. 1985
 From: CS-1 (Service Commercial)
 To: C-2 (Community Commercial)



SCALE 1:2,000



SITE PLAN
1/8" = 1'



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City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First Reading
Zone Amending Bylaw No. 7881-2022
21511 and 21521 Exeter Avenue

MEETING DATE: October 4, 2022
FILE NO: 2022-293-RZ
MEETING: C o W

EXECUTIVE SUMMARY:

An application has been received to rezone the subject properties, located at 21511 and 21521 Exeter Avenue, from RS-1a (Single Detached (Amenity) Residential) to R-4 (Single Detached (Infill) Urban Residential), to permit a future subdivision of two lots into three. 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 (CAC) Program at a rate of \$7,100.00 per new lot, for a total estimated amount of \$7,100.00 or such rate applicable at third reading of this application.

RECOMMENDATIONS:

1. That *Zone Amending Bylaw No. 7881-2022* be given first reading; and further
2. That the applicant provides further information as described on Schedule B of the *Development Procedures Bylaw No. 5879-1999*, along with the information required a Subdivision application.

DISCUSSION:

a) Background Context:

Applicant:	Evertex Engineering Ltd
Legal Description:	Lot 235 & 236 District Lot 244 New Westminster District Plan 46774
OCP:	
Existing:	Urban Residential
Proposed:	Urban Residential
Within Urban Area Boundary:	Yes
OCP Major Corridor:	No
Zoning:	
Existing:	RS-1a (Single Detached (Amenity) Residential)
Proposed:	R-4 (Single Detached (Infill) Urban Residential)

Surrounding Uses:

North:	Use: Residential Zone: RS-1b (Single Detached (Medium Density) Residential) Designation: Urban Residential
South:	Use: Residential Zone: RS-1a (Single Detached (Amenity) Residential) Designation: Urban Residential
East:	Use: Residential Zone: RS-1a (Single Detached (Amenity) Residential) Designation: Urban Residential
West:	Use: Residential Zone: RS-1a (Single Detached (Amenity) Residential) Designation: Urban Residential

Existing Use of Properties:	Residential
Proposed Use of Property:	Residential
Total Sites Area:	1,413.5m ² (0.35 acres)
Access:	Exeter Avenue
Servicing Requirement:	Urban Standard
Flood Plain:	No
Fraser Sewer Area:	Yes

b) Site Characteristics:

The subject properties are at 21511 and 21521 Exeter Avenue and are sized at 683m² (7,351.75 ft²) and 730.5m² (7,863.04 ft²), respectively. Both sites are relatively flat. There is a cluster of trees in the northwest corner of 21511 Exeter Avenue, as well as a few in the fronting portion of 21521 Exeter Avenue. The subject properties are bounded by single family residential lots on all sides. There is an existing house on each property, which will require removal as a condition of final reading.

c) Project Description:

The development proposal is for the rezoning and subsequent subdivision of three R-4 lots (see Appendices A and B). A preliminary review indicates the proposal complies with the density and other regulations of the R-4 (Single Detached (Infill) Urban Residential) zone. There are no proposed variances for the site.

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

Any subdivision layout provided is strictly preliminary and could change after servicing details and analysis reports are reviewed. Any subdivision layout provided is strictly preliminary and must be approved by the Approving Officer.

d) Planning Analysis:

Official Community Plan:

The development site is currently designated *Urban Residential* in the OCP and is subject to the Residential Infill & Compatibility Criteria (3.1.4), sub-section No. 3-21. Please note that the designation permits single-family, duplex and triplex housing forms. This policy provides criteria for compatibility with the surrounding neighbourhood, with particular attention given to site design, setbacks, and lot configuration with the existing pattern of development in the area. It has been concluded that the proposal meets Policy 3-21 and compliments the existing neighbourhood context.

The application to rezone the property to the R-4 (Single Detached (Infill) Urban Residential) zone is compliant with the OCP Infill Policies and is supportable.

Zoning Bylaw:

The current application proposes to rezone the properties from RS-1a (Single Detached (Amenity) Residential) to R-4 (Single Detached (Infill) Urban Residential) (see Appendix C) to create a new lot (see Appendix D). The minimum lot size for the current RS-1a zone is 668.0m², and the minimum lot size for the proposed R-4 zone is 450.0m². All three resulting lots will exceed 457.0 m² in area. Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Development Information Meeting:

A Development Information Meeting is not required for this application.

e) Interdepartmental Implications:

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

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

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

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

f) Development Applications:

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

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

"Original signed by Annie Slater-Kinghorn"

Prepared by: **Annie Slater-Kinghorn, BA**
Planning Technician

"Original signed by Charles Goddard"

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

"Original signed by Christine Carter"

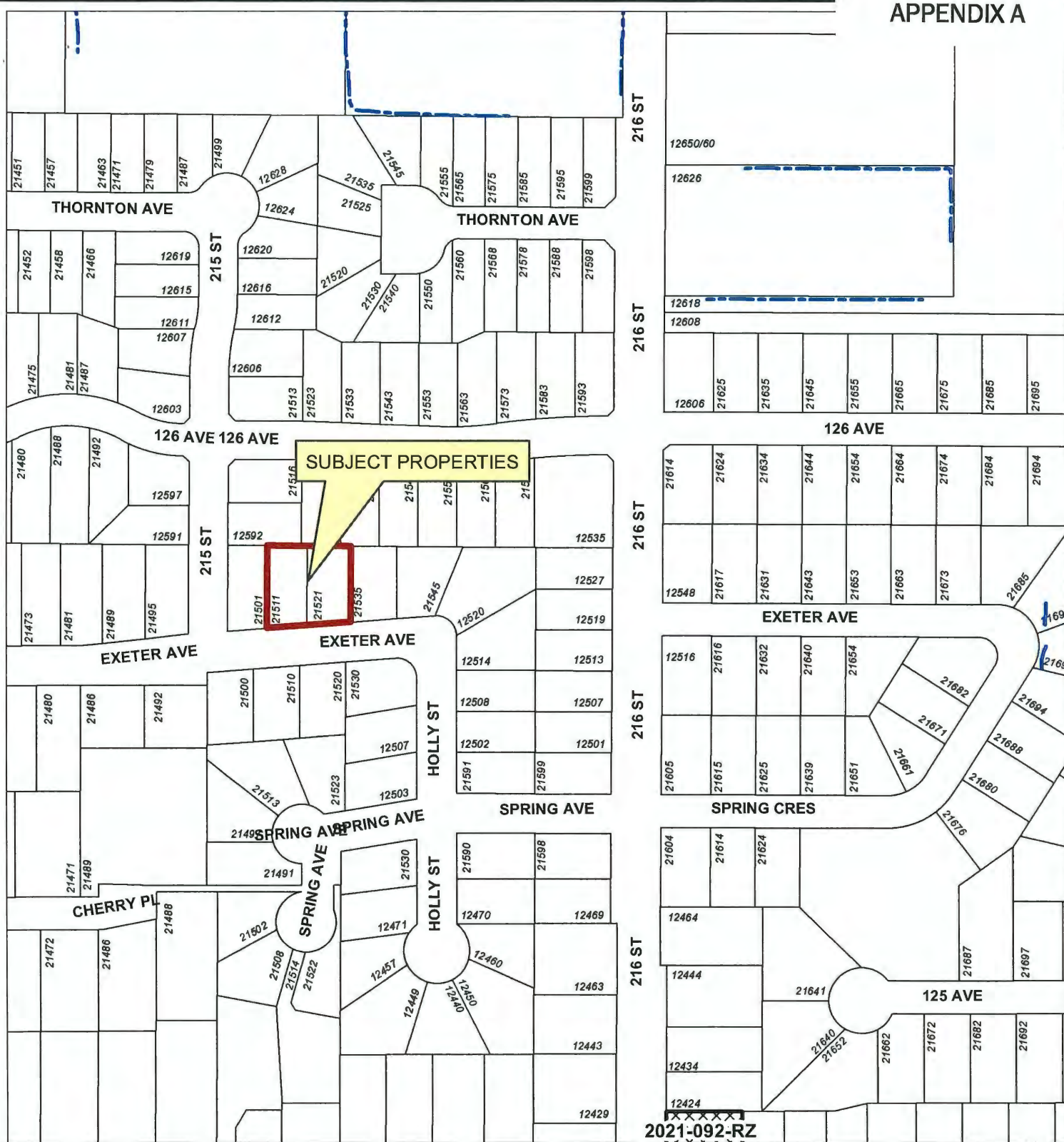
Approved by: **Christine Carter, M.PL, MCIP, RPP**
GM Planning & Development
Services

"Original signed by Scott Hartman"

Concurrence: **Scott Hartman**
Chief Administrative Officer



The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – Zone Amending Bylaw No. 7881-2022
- Appendix D – Proposed Site Plan



Scale: 1:2,500

Legend

-  Ditch Centreline
-  Active Applications (RZ/SD/DP/VP)

21511/ 21 EXETER AVENUE
PID 006-115-276 & 006-115-284

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

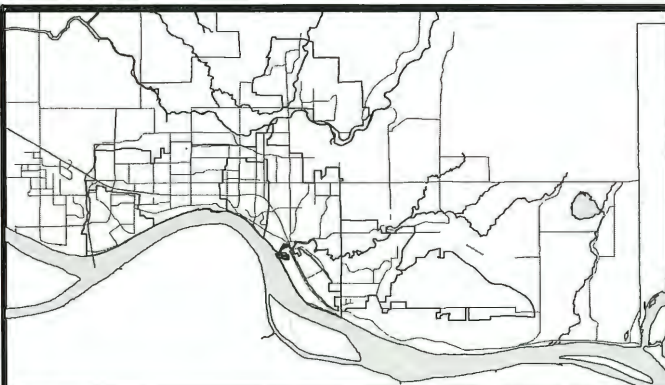
FILE: 2022-293-RZ/SD

DATE: Aug 26, 2022

BY: AH



Scale: 1:2,500



21511/ 21 EXETER AVENUE
PID 006-115-276 & 006-115-284

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2022-293-RZ/SD

DATE: Aug 26, 2022

BY: AH

CORPORATE OFFICER



**PROPOSED SUBDIVISION PLAN OF LOTS 235 AND 236
DISTRICT LOT 244 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 46774**

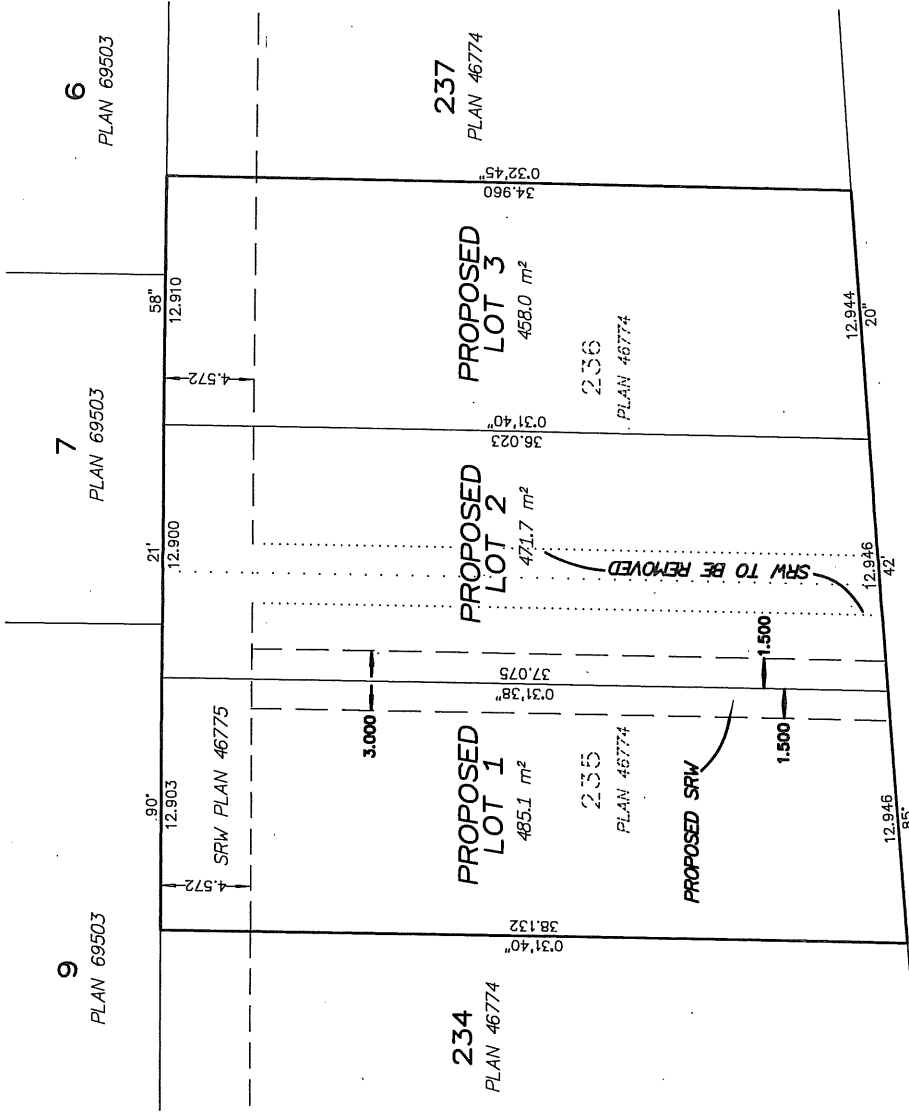
CIVIC ADDRESS:

21521 & 21511 Exeter Avenue, Maple Ridge
P.I.D. 006-115-276 and 006-115-284

SCALE 1 : 250



LEGEND
m² DENOTES SQUARE METERS



Lot dimensions are derived from field survey
CERTIFIED CORRECT
DATED THIS 18TH DAY OF JULY, 2022

Finny Philip BOLS

© ELEVATE LAND SURVEYING LTD. 2022

www.elevatelandsurveying.com

finny@elevatelandsurveying.com

604-385-5571



TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Second Reading
Zone Amending Bylaw No. 7648-2020
12209 Laity Street

MEETING DATE: October 4, 2022
FILE NO: 2020-014-RZ
MEETING: C o W

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property located at 12209 Laity Street from RS-1 (Single Detached Residential) to R-1 (Single Detached (Low Density) Urban Residential), to permit a future two lot subdivision. Council granted first reading to *Zone Amending Bylaw No. 7648-2020* on July 14, 2020. A minor amendment to *Zone Amending Bylaw No. 7648-2020*, is required to reflect the current zone names in *Zoning Bylaw No. 7600-2019* rather than what was in *Zoning Bylaw No. 3510-1985* which has since been repealed and replaced.

This application is in compliance with the Official Community Plan (OCP). Pursuant to *Council Policy 6.31*, this application is subject to the Community Amenity Contribution (CAC) Program at a rate of \$7,100.00 per single family lot, for an estimated amount of \$7,100.00, or such rate applicable at third reading of this application.

RECOMMENDATIONS:

1. That *Zone Amending Bylaw No. 7648-2020* as amended, be given second reading, and be forwarded to Public Hearing; and further
2. That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Registration of a Restrictive Covenant for Tree Protection;
 - iii) Registration of a Restrictive Covenant for Stormwater Management;
 - iv) Removal of existing building(s);
 - v) In addition to the Ministry of Environment Site Disclosure Statement, 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
 - vi) That a contribution, in the amount of \$7,100.00, or such rate applicable at third reading of this application, be provided in keeping with the Council Policy 6.31 with regard to Community Amenity Contributions.

DISCUSSION:

1. Background Context:

Applicant:	Pavan Rakhra
Legal Description:	Lot 339 District Lot 242 New Westminster District Plan 60659
OCP:	
Existing:	<i>Urban Residential</i>
Proposed:	<i>Urban Residential</i>
Within Urban Area Boundary:	Yes
Area Plan:	None
OCP Major Corridor:	Yes
Zoning:	
Existing:	RS-1 (Single Detached Residential)
Proposed:	R-1 (Single Detached (Low Density) Urban Residential)
Surrounding Uses:	
North:	Use: Residential Single-Family Zone: RS-1 (Single Detached Residential) Designation: <i>Urban Residential</i>
South:	Use: Residential Single-Family Zone: RS-1 (Single Detached Residential) Designation: <i>Urban Residential</i>
East:	Use: Residential Single-Family Zone: RS-1 (Single Detached Residential) Designation: <i>Urban Residential</i>
West:	Use: Residential Single-Family Zone: RS-1 (Single Detached Residential) Designation: <i>Urban Residential</i>
Existing Use of Property:	Residential Single-Family
Proposed Use of Property:	Residential Single-Family
Site Area:	915m ²
Access:	Laity Street
Servicing:	Urban or Rural Standard
Flood Plain:	No
Fraser Sewer Area:	Yes
Previous OR Companion Applications:	2020-014-SD

2. Project Description:

The current application proposes to rezone the subject property, located at 12209 Laity Street, from RS-1 (Single Detached Residential) to R-1 (Single Detached (Low Density) Urban Residential), in order to create two single family residential lots of approximately 454m² and 459m² in area (see Appendices A and B).

The two new lots are approximately 39.6 metres in depth and are each 11.58 metres wide. The proposed zone requires a width of 12 metres, therefore a Development Variance Permit application is required. There are three significant trees along the frontage of the proposed development that will be protected by a restrictive covenant.

3. Planning Analysis:

i) Official Community Plan:

The development site is currently designated *Urban Residential*. The development site is situated along Laity Street, classified as a major corridor. OCP policy 3-18 describes the general characteristics for *Major Corridor Residential Infill*:

- a) *Major Corridor Residential is characterized by the following:*
 - i. *has frontage on an existing Major Road Corridor as identified on Figure 4 Proposed Major Corridor Network Plan, or has frontage on a road built in whole or part to a collector, arterial, TransLink Major Road, or Provincial Highway standard;*
 - ii. *may be adjacent to Community Commercial Node, or designated commercial centre.*
- b) *Includes ground-oriented housing forms such as single detached dwellings, garden suites, duplexes, triplexes, fourplexes, courtyard residential developments, townhouses, apartments, or small lot intensive residential, subject to compliance with Major Corridor Residential Infill policies 3-20 and 3-21.*

These OCP policies require infill developments to respect and reinforce the physical patterns and characteristics of the neighbourhood. Furthermore, OCP Policy 3-20 (b) limits the height of dwellings to 2.5 storeys. The *Urban Residential* designation supports the proposed development under the R-1 zone.

ii) Zoning Bylaw:

The current application proposes to rezone the subject property from RS-1 (Single Detached Residential) to R-1 (Single Detached (Low Density) Urban Residential) to permit future subdivision into two lots (see Appendix C and D). The subject property is 915m² in area, and the minimum lot size for the proposed zone is 371m². The proposal is creating two single-family lots of approximately 454m² and 459m² in area, each 11.58m in width. As the proposed zone requires a 12m width, such a variation from the R-1 zone requirements will require a Development Variance Permit application to be approved as a condition of rezoning approval.

iii) Off-Street Parking and Loading Bylaw:

The proposed development would require a minimum of two parking spaces per dwelling unit. At least one parking space will require roughed-in electrical infrastructure capable of Level 2 electric vehicle charging. Visitor parking will not be required.

iv) **Proposed Variances:**

A Development Variance Permit application has been received for this project and involves the following relaxations (see Appendix D):

- 1) Reducing the road width from 24.0 metres to 18.0 metres; and
- 2) Reducing the lot width from 12.0 metres to 11.5 metres.

Maple Ridge Subdivision and Development Servicing Bylaw No. 4800 – 1993

The requested variance to reduce the road standard from 24.0 metres to 18.0 metres will be subject of a future Council Report. Engineering is supportive of reducing the required road width of 24.0 metres as this width is not required for this section of Laity Street.

Maple Ridge Zoning Bylaw No. 7600-2019

The requested variances to the R-1 zone will be the subject of a future Council report.

v) **Advisory Design Panel:**

A Development Permit is not required; therefore the application will not be reviewed by the Advisory Design Panel.

vi) **Development Information Meeting:**

The proposed development is creating two single family residential lots, and therefore a Development Information Meeting is not required for this application.

vii) **Parkland Requirement:**

As there are less than three lots being created, the developer will not be subject to the park dedication requirements of Section 510 of the *Local Government Act* prior to subdivision approval.

4. **Interdepartmental Implications:**

i) **Engineering Department:**

The Engineering Department has indicated that the following servicing upgrades will be required through the Rezoning Servicing Agreement:

- Road dedication as required to meet the design criteria of the *Subdivision and Development Bylaw No. 4800-1993*;
- Utility servicing as required to meet the design criteria of the *Subdivision and Development Bylaw No. 4800-1993*; and
- Frontage upgrades to the applicable road standard;

CONCLUSION:

It is recommended that second reading as amended, be given to *Zone Amending Bylaw No. 7648-2020*, and that Development Application No. 2020-014-RZ be forwarded to Public Hearing.

"Original signed by Tyson Baker"

Prepared by: **Tyson Baker, B.Pl.**

Planning Technician

"Original signed by Mark McMullen" for

Reviewed by: **Charles R. Goddard, BA, MA**

Director of Planning

"Original signed by Christine Carter"

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

**GM Planning & Development
Services**

"Original signed by Scott Hartman"

Concurrence: **Scott Hartman**

Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – Zone Amending Bylaw No. 7648-2020

Appendix D – Subdivision Plan



City of Pitt Meadows

District of Mission

District of Langley

FRASER R.



British Columbia

mapleridge.ca

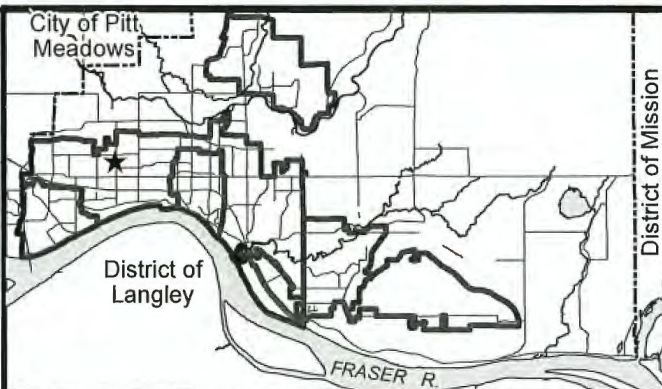
BY: PC



Aerial Imagery from the Spring of 2018



Scale: 1:2,000



12209 LAITY STREET
PID: 002-574-331

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2020-014-RZ
DATE: Jan 23, 2020

BY: PC

**CITY OF MAPLE RIDGE
BYLAW NO. 7648-2020**

A Bylaw to amend Schedule "A" Zoning Bylaw Map forming part of Zoning Bylaw No. 7600 -
2019 as amended

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 7600-2019 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. 7648-2020."
2. That parcel or tract of land and premises known and described as:

Lot 339, District Lot 242, Group 1, New Westminster District Plan 60659

and outlined in heavy black line on Map No. 1840 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to R-1 (Single Detached (Low Density) Urban Residential).

3. Maple Ridge Zoning Bylaw No. 7600-2019 as amended and Map "A" attached thereto are hereby amended accordingly.

READ a first time the 14th day of July, 2020.

READ a second time as amended the day of , 20

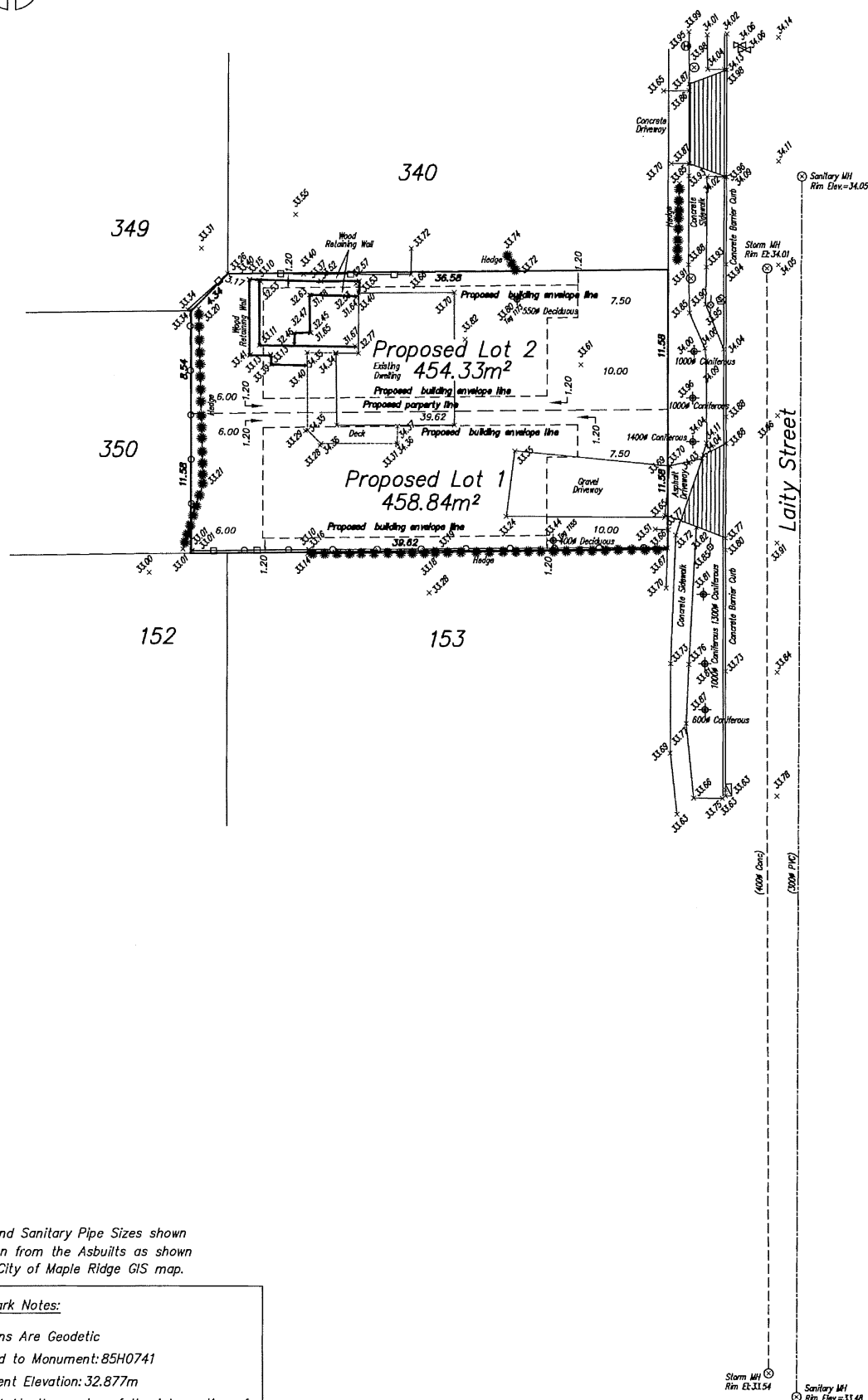
PUBLIC HEARING held the day of , 20

READ a third time the day of , 20

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

**Notes:**

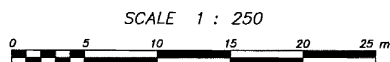
Storm and Sanitary Pipe Sizes shown are taken from the Asbuilts as shown on the City of Maple Ridge GIS map.

Benchmark Notes:

Elevations Are Geodetic
 Referred to Monument: 85H0741
 Monument Elevation: 32.877m
 Located At: the centre of the intersection of
 Wickland Avenue and Laity Street

Vertical Datum: CVD28GVRD2018

Lot dimensions are based on plan 60659 and may change with a current legal survey.



Terra Pacific

Land Surveying Ltd

22371 St. Anne Avenue, Maple Ridge, BC
 Phone: 604-463-2509 Fax: 604-463-4501

Client:

**MP Pacific
 Developments Ltd.**

Project:

**12209 Laity Street,
 Maple Ridge, BC**

Drawing Title:

**Topographic Survey
 Plan of Lot 339
 District Lot 242 Group 1
 New Westminster District
 Plan 60659**

Certified Correct
 This 17th Day Of January, 2020

Mike Bernemann, BCLS

Legend:

- ⊙ Survey Control Monument
- ⊕ Tree (Tied At Point Of Entry Into The Ground)
- × Ground Elevation
- ☐ Catch Basin
- Ditch (Swale)
- Edge Of Asphalt
- ⊕ Fire Hydrant
- ⊖ Guy Wire
- ⊕ Inspection Chamber
- ⊕ Lawn Drain
- ⊕ Lamp Standard
- ⊕ Manhole
- ⊕ Power Pole
- ⊕ Power Pole With Light
- ⊕ Water Valve
- ⊕ Sign
- ⊕ Gas Valve
- ⊕ Gas Meter

Scale: 1:250

Date: Jan. 17th, 2020

File: MR19-474 TOPO 2

1
 Of
 1

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
MEETING DATE: October 4, 2022
FILE NO: 2021-564-DP
MEETING: C o W

SUBJECT: First, Second, and Third Reading
Housing Agreement Discharge Bylaw No. 7876-2022
Housing Agreement Bylaw No. 7877-2022
23004 Dewdney Trunk Road

EXECUTIVE SUMMARY:

A Development Permit application has been received for the subject property, located at 23004 Dewdney Trunk Road, for a mixed-use commercial and residential building, with five rental units and five strata units. The previously approved Development Permit application that accompanied the rezoning of the property in 2017 included two rental units, therefore the previous Housing Agreement needs to be discharged and a new Housing Agreement will be registered for the new development with the five rental units.

RECOMMENDATIONS:

1. That *Housing Agreement Discharge Bylaw No. 7876-2022*, to discharge the previous *Housing Agreement Bylaw No. 7345-2017*, be given first, second, and third reading; and further
2. That *Housing Agreement Bylaw No. 7877-2022* be given first, second and third reading.

DISCUSSION:**a) Background Context:**

Applicant:	P. Smith, Smithcraft Architecture
Legal Description:	Parcel A (Reference Plan 7941) Lot 1 Except: Part Dedicated Road Plan NWP87590; Section 17, Township 12, New Westminster District Plan 3179
OCP:	
Existing:	Commercial
Proposed:	Commercial
Within Urban Area Boundary:	Yes
OCP Major Corridor:	Yes
Zoning:	
Existing:	C-2 (Community Commercial)
Proposed:	C-2 (Community Commercial)

Surrounding Uses:

North:	Use:	Commercial (Optometrist, Spa, Office)
	Zone:	CD-2-95 (Comprehensive Development)
	Designation:	<i>Commercial</i>
South:	Use:	Single-Family Residential
	Zone:	RS-1 (Single Detached Residential)
	Designation:	<i>Urban Residential</i>
East:	Use:	Seniors' Housing
	Zone:	RE (Elderly Citizens Residential)
	Designation:	<i>Urban Residential</i>
West:	Use:	Single-Family Residential
	Zone:	RS-1 (Single Detached Residential)
	Designation:	<i>Urban Residential</i>

Existing Use of Property:	Vacant
Proposed Use of Property:	Commercial and Residential
Site Area:	892 m ² (0.2 acres)
Access:	230 Street
Servicing requirement:	Urban Standard
Floodplain:	No
Fraser Sewer Area:	Yes

b) Project Description:

The subject property, located at 23004 Dewdney Trunk Road (see Appendices A and B), was previously rezoned to the C-2 (Community Commercial) zone on November 14, 2017. The approved Development Permit that accompanied the rezoning application consisted of a medical office and pharmacy, with two rental units above (see Appendix C). The rental units were required as a condition of the rezoning to support the Official Community Plan amendment to allow the commercial use at this location. The current Development Permit application (2021-564-DP) is proposing an additional storey, based on the density bonus provisions within *Zoning Bylaw No. 7600-2019*, which allows a third storey up to a maximum height of 12m (39.4 ft.) for properties located along a Major Corridor. The new development is proposing three commercial units at grade, five rental units on the second storey, and five strata units on the third storey (see Appendix D).

c) Planning Analysis:

Official Community Plan:

The Official Community Plan (OCP) land use designation for the subject property was amended to *Commercial* with the Rezoning application in 2017. The proposed development is consistent with the land use designation and zone; however the Housing Agreement needs to reflect the correct number of units, increasing from two rental units to five rental units.

Zoning Bylaw:

The subject property is zoned C-2 (Community Commercial) and the development proposal complies with this zone.

Housing Agreement Bylaws:

Housing Agreement Bylaw No. 7876-2022 (see Appendix E) is required to discharge the current *Housing Agreement Bylaw No. 7345-2017* from Title, which references two rental units based on an expired development proposal (2016-352-DP).

Housing Agreement Bylaw No. 7877-2022 (see Appendix F) is required to enter into a new Housing Agreement for the five rental units which will be provided with the new development proposal.

Development Permits:

Pursuant to Section 8.5 of the OCP, a Commercial Development Permit application is required to address the current proposal's compatibility with adjacent development, and to enhance the unique character of the community. This Commercial Development Permit report is anticipated to come to Council at a future date with final reading for the two subject Housing Agreement Bylaws.

CONCLUSION:

The development proposal is in compliance with the OCP and zoning. The replacement *Housing Agreement Bylaw No. 7877-2022* will secure more than the two rental units that were originally contemplated at the time of rezoning, therefore a Public Hearing is not required. It is therefore recommended that Council grant first, second, and third reading to the *Housing Agreement Discharge Bylaw No. 7876-2022* and first, second, and third reading to the new *Housing Agreement Bylaw No. 7877-2022*.

"Original signed by Michelle Baski"

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

"Original signed by Charles Goddard"

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

"Original signed by Christine Carter"

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

"Original signed by Scott Hartman"

Concurrence: **Scott Hartman**
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

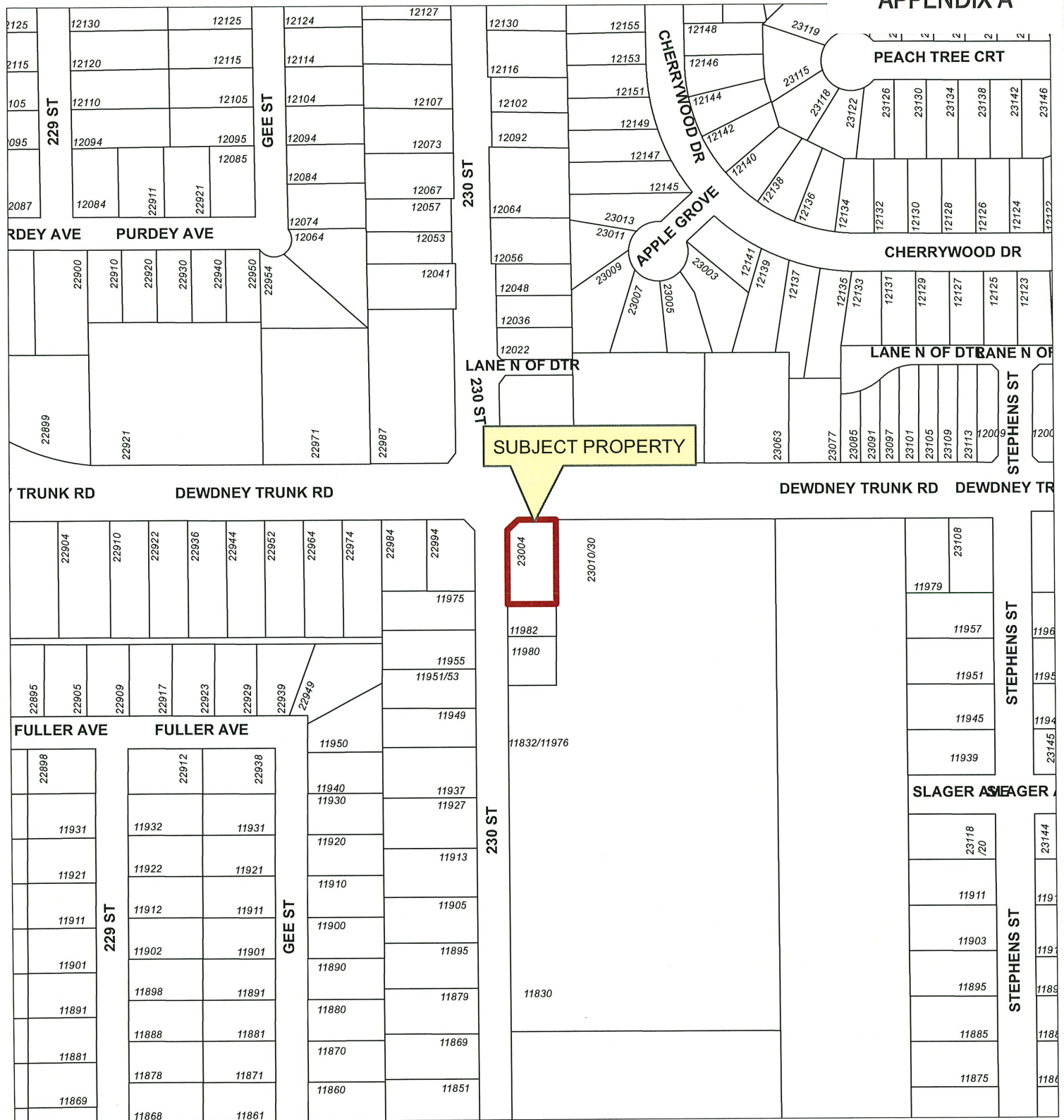
Appendix C – Second Reading Report for 2016-352-RZ

Appendix D – Proposed Site Plan

Appendix E – Housing Agreement Discharge Bylaw No. 7876-2022

Appendix F – Housing Agreement Bylaw No. 7877-2022

APPENDIX A



23004 DEWDNEY TRUNK ROAD
PID: 007-907-699

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

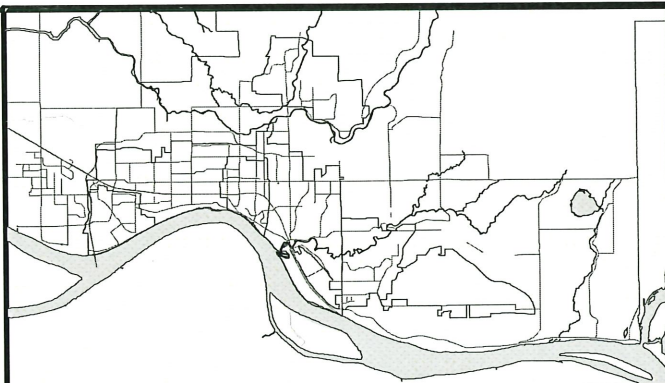
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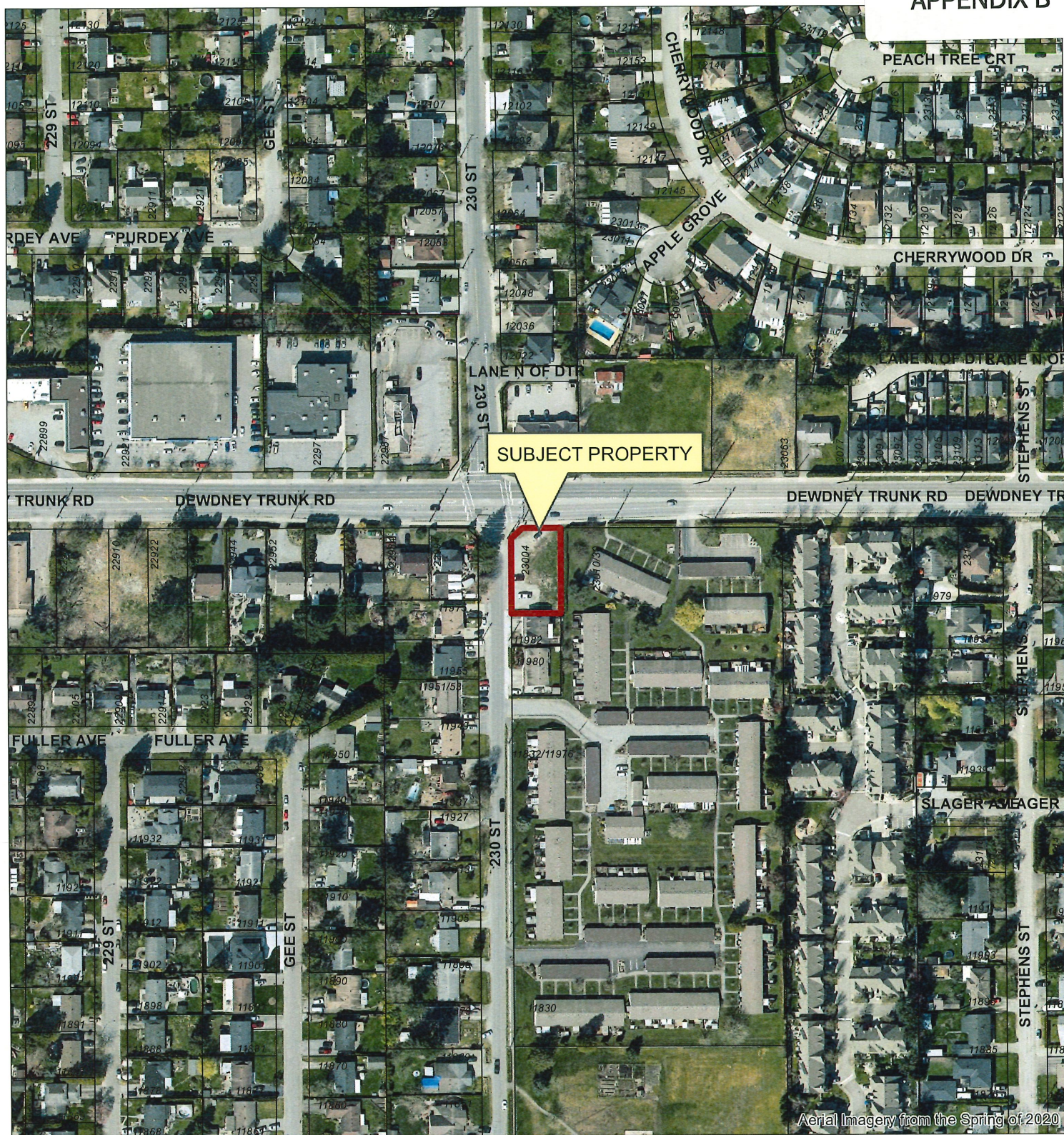
FILE: 2021-564-DP
DATE: Nov 26, 2021

BY: PC

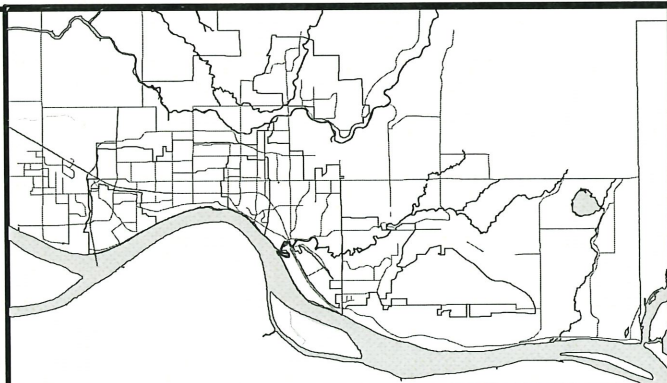


Scale: 1:2,500





Scale: 1:2,500



23004 DEWDNEY TRUNK ROAD
PID: 007-907-699

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2021-564-DP
DATE: Nov 26, 2021

BY: PC



City of Maple Ridge

TO: Her Worship Mayor Nicole Read
 and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First and Second Reading
 Official Community Plan Amending Bylaw No. 7288-2016 and
 Second Reading
 Zone Amending Bylaw No. 7289-2016
 First, Second, and Third Reading
 Housing Agreement Bylaw No. 7345-2017
 23004 Dewdney Trunk Road

MEETING DATE: June 13, 2017
FILE NO: 2016-352-RZ
MEETING: Council

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 23004 Dewdney Trunk Road, from RS-1 (One Family Urban Residential) to C-2 (Community Commercial), to permit a future medical clinic and pharmacy, with two rental units above.

Council granted first reading to Zone Amending Bylaw No. 7289-2016 and considered the early consultation requirements for the Official Community Plan (OCP) amendment on October 25, 2016.

This application requires an amendment to the Official Community Plan (OCP) to redesignate the land use from *Urban Residential* to *Commercial*.

Pursuant to Council policy, this application is exempt from the Community Amenity Contribution Program as the development is for commercial purposes, and is providing two rental units which will be secured through a Housing Agreement with the City.

RECOMMENDATIONS:

- 1) That, in accordance with Section 475 of the *Local Government Act*, opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7288-2016 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;
- 2) That Official Community Plan Amending Bylaw No. 7288-2016 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
- 3) That it be confirmed that Official Community Plan Amending Bylaw No. 7288-2016 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Official Community Plan Amending Bylaw No. 7288-2016 be given first and second readings and be forwarded to Public Hearing;

- 5) That Zone Amending Bylaw No. 7289-2016 be given second reading, and be forwarded to Public Hearing;
- 6) That 23004 Dewdney Trunk Road Housing Agreement Bylaw No. 7345-2017 be given first, second and third readings; and
- 7) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Amendment to Official Community Plan Schedule "B";
 - iii) Registration of a Restrictive Covenant for protecting the Visitor Parking;
 - iv) Registration of a Restrictive Covenant for protecting the Stormwater Management Plan;
 - v) Registration of a Housing Agreement in accordance with Section 483 of the *Local Government Act* and a Restrictive Covenant stating that the two residential units above the commercial ground floor will be restricted to residential rental units; and
 - vi) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.

DISCUSSION:

1) Background Context:

Applicant:	B. Chadwick
Legal Description:	Parcel A (Reference Plan 7941) Lot 1, Except: Part Dedicated Road Plan NWP87590, Section 17, Township 12, NWD Plan 3179
OCP:	
Existing:	Urban Residential
Proposed:	Commercial
Zoning:	
Existing:	RS-1 (One Family Urban Residential)
Proposed:	C-2 (Community Commercial)
Surrounding Uses:	
North:	Use: Commercial (Optometrist, Spa, Office)
	Zone: CD-2-95 (Comprehensive Development)
	Designation: Commercial
South:	Use: Single Family Residential
	Zone: RS-1 (One Family Urban Residential)
	Designation: Urban Residential
East:	Use: Seniors' Housing
	Zone: RE (Elderly Citizens Residential)
	Designation: Urban Residential

West:	Use:	Single Family Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential

Existing Use of Property:	Vacant
Proposed Use of Property:	Medical Office, Pharmacy, Two Rental Dwelling Units
Site Area:	892 m ² (0.2 acres)
Access:	230 Street
Servicing requirement:	Urban Standard
Companion Applications:	2016-352-DP/DVP

2) Project Description:

The subject property, located at 23004 Dewdney Trunk Road, is relatively flat and is bounded by Dewdney Trunk Road to the north, 230 Street to the west, single family residential to the south, and a seniors' housing development to the east (see Appendices A and B).

The applicant has requested to rezone the subject property from RS-1 (One Family Urban Residential) to C-2 (Community Commercial), for the development of a medical office, pharmacy and two rental dwelling units above. Pursuant to Council policy, this application is exempt from the Community Amenity Contribution Program as the development is for commercial purposes, and is providing two rental units which will be secured through a Housing Agreement with the City.

3) Planning Analysis:

The subject property is currently designated *Urban Residential – Major Corridor*. The proposed rezoning to C-2 (Community Commercial) is not a compatible zone for the *Urban Residential – Major Corridor* designation; therefore, an OCP amendment application is required to re-designate the subject property from *Urban Residential* to *Commercial – General Commercial* category (see Appendix C). Although commercial expansion along Dewdney Trunk Road is not taken lightly, this OCP amendment could be supported for a number of reasons. The *General Commercial* category is consistent with other *General Commercial* lands that are identified in the OCP, along Dewdney Trunk Road, east of the Town Centre. In keeping with Policy 6-20 of the OCP, the subject property, which is located on the corner of a major corridor, is located such that it has “*suitable linkages to other commercial centres and nodes, and residential neighbourhoods. Linkages include an adequate transportation system, which considers transit, trails, bikeways, pedestrian corridors and roadways.*”

Principle 19 of the OCP also states that:

“There is value in identifying new lands for commercial and industrial uses to secure locations for future employment that will help to create a balanced community. Citizens prefer locations where commercial and industrial activities ‘fit’ within the community context.”

As there are existing commercial developments to the north-east and north-west, the additional commercial development on the subject property would fit with the existing context.

The applicant intends to provide two dwelling units above the professional service use as rental housing units in perpetuity, and the owner will enter into a Rental Housing Agreement with the City of Maple Ridge (see Appendix D). This OCP amendment is supported by the Housing Action Plan, *Strategy #4 – Create New Rental Housing Opportunities*, which includes the following action:

"Facilitate the development of new rental units above commercial developments or as other forms of secured market rental housing. The widening of the District's (City's) residential-over-commercial zoning regulations to more zones, especially for zones that apply to areas of density transition, along with the use of density bonusing, reduction in permit fees, or parking relaxations can be used to encourage this type of investment. The units can be restricted for the purposes of market rental use by way of a housing agreement and covenant on title."

OCP policy 3-32 also supports the rental units, as follows:

"Maple Ridge supports the provision of affordable, rental and special needs housing throughout the District (City). Where appropriate, the provision of affordable, rental, and special needs housing will be a component of area plans."

Additionally, on August 29, 2016, Council directed staff to develop a policy to support rental units above commercial development, and this forms part of the Planning Department's 2017 Work Program.

Commercial and Industrial Strategy:

The Commercial and Industrial Strategy Report 2012-2042, endorsed by Council in 2014, categorized the subject property geographically with the Town Centre for the purpose of commercial space demand forecasting. This "Town Centre Fringe" area was not expected to be a significant contributor to commercial land supply in the Town Centre. As this development proposes a "mixed use", combining office space development with rental accommodation, the forecasting provided by GP Rollo and Associates for office space developments are pertinent:

"The location of office space within mixed-use formats is the most likely means by which additional speculative office space will be added to the Town Centre, given that current and projected office lease rates are likely insufficient to allow for an economically feasible stand-alone office project (at least in the near-term)."

Additionally, it is noted that *"the sectors with the most growth potential in Maple Ridge include: Business Services, Manufacturing, Retail, Education, as well as Health and Welfare/Public Administration"* and one strategy would be to:

"Continue to support the Economic Development office and their work to attract entrepreneurs, businesses and employees."

The Health and Welfare sector is forecasted to employ 5,100 people by 2041. As the population grows, employment in the Health and Welfare sector will grow. An aging population will also increase jobs in Health and Welfare.

Zoning Bylaw:

The current application proposes to rezone the subject property from RS-1 (One Family Urban Residential) to C-2 (Community Commercial) (see Appendix E) to permit the development of a medical office, pharmacy and two rental dwelling units above (see Appendix F). Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Currently, the C-2 (Community Commercial) zone permits accessory apartment use; however, an apartment is defined in the Zoning Bylaw as *“a residential use where the building or buildings on a lot are each used for three or more dwelling units. Apartment building(s) may contain Townhouse dwelling units.”* By this definition, the two proposed dwelling units could not be considered as “apartment”, as it is less than three units.

In order to accommodate one or two dwelling units above a commercial development, a text amendment is proposed for the C-2 (Community Commercial) zone to allow for one or two dwelling units as permitted accessory uses (see Appendix E).

i) Off-Street Parking And Loading Bylaw:

The *Off-Street Parking and Loading Bylaw* requires 1 parking space per 30m² gross floor area for a retail and/or professional service use; 1 concealed parking space per dwelling unit for the apartment use; and 0.2 concealed parking spaces per dwelling unit to be designated for visitor parking spaces. The gross floor area of the retail and professional service uses is 291m², requiring 10 parking spaces. The two apartment units require 2 concealed parking spaces for residents and one concealed space for visitors. For this development, 11 parking spaces are provided for the retail and professional service uses, two concealed parking spaces are provided for the residents, and one un-concealed parking space is provided for visitors. A variance is required for the un-concealed visitor parking space, which will be the subject of a future Council report.

It should be noted that the main concern expressed at the Development Information Meeting, held on May 24, 2017, was that patients coming to the clinic would be parking along 230 Street and be a nuisance to the residents in the area. The developer explained that the clinic is not intended to be a walk-in clinic, therefore the parking would be regulated by appointment schedules. On-street parking is intended to be for the general public.

ii) Proposed Variances:

A Development Variance Permit application has been received for this project and involves the following relaxations (see Appendix E):

- *Zoning Bylaw No. 3510 -1985, Section 403 (4) (e) (i) Where a use on lands designated Commercial abuts a use on lands designated Residential, a landscape screen of a minimum of 2.0m in height and a maximum of 3.6m in height shall be provided along common property lines between the abutting uses.*

The C-2 (Community Commercial) zone does not have an interior lot line setback requirement; therefore this development is proposed to have a 0m setback along the eastern property line. The existing RE (Elderly Citizens Residential) zoned development to the east currently has a cedar hedge along the property line which will serve as a landscape buffer between the proposed development and the property to the east. A 2.0m cedar fence is proposed along the south-eastern and southern property lines, along with landscaping to serve as a landscape screen.

- *Off-Street Parking and Loading Bylaw No. 4350 -1990, requires 0.2 concealed spaces per dwelling unit designated for visitors.*

The visitor's parking space for the two residential units is not concealed; however, the parking space will be identified as a parking space for residential use and a restrictive covenant will be registered

on Title to ensure that the parking space remains a visitor parking space for the residential dwelling units.

The requested variances will be the subject of a future report to Council.

iii) Development Permits:

Pursuant to Section 8.5 of the OCP, a Commercial Development Permit application is required to address the current proposal's ability to foster attractive commercial areas that are compatible with adjacent development and enhance the unique character of the community. Accordingly, prior to final zoning approval, the Development Permit must be reviewed and approved. An application for the Development Permit has been received. Adherence of this project to the guidelines will be the subject of a future report to Council and a security will be taken as a condition of the issuance of the Development Permit to ensure that the Development Permit Area guidelines are met.

iv) Advisory Design Panel:

The Advisory Design Panel (ADP) reviewed the form and character of the proposed development and the landscaping plans at a meeting held on March 14, 2017 (see Appendices G and H).

Following presentations by the project Architect and Landscape Architect, the ADP made the following resolution that the following concerns be addressed and digital versions of revised drawings and memo be submitted to Planning staff; and further that Planning staff forward this on to the Advisory Design Panel for information:

1. Provide a locked garbage enclosure, coordinate appropriately with the architecture of the building. Cannot be a shared space with visitor parking.
2. Enhance the walkway from the parkade to the residential entrance.
3. Direct water to the bioswale from parking lot, walk ways and from the roof.
4. Provide site furniture or landscape structure for seating.
5. Use landscape elements to define pedestrian entrance to the site.
6. Provide large trees to complement the magnolia trees.
7. Provide bike rack.
8. Clarify the locations of the underground tank for grey water from the clinic and retention tank for the site.
9. Provide architectural feature and public art to enhance the truncated corner of the building.
10. Provide a way finding element for pedestrians in the surface treatment and landscaping edges on the site.
11. Provide canopies at the main entrances to the clinic and the pharmacy.
12. Recess the pharmacy doors on Dewdney Trunk Road.
13. Provide access door from garage to the stairs.
14. Express the residential entrances more clearly.
15. Provide skylight above the residential stairwell.
16. Locate skylight at the 90 degree corner at residential level; a minimum 2 feet from the wall.
17. Provide canopies for the residential entrances.
18. Gas meter location to be identified and properly screened.
19. Provide canopy over outdoor patio or terrace. Enhance and provide details of screen and canopy at residential terrace.
20. Provide lighting design for the site and the exterior of the building.

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

v) Development Information Meeting:

A Development Information Meeting was held at the Maple Ridge Leisure Centre Preschool Room, on May 24, 2017. Three people attended the meeting. A summary of the main comments and discussions with the attendees was provided by the applicant and include the following main points:

- Concerns with additional people parking along 230 Street;
- Enquired about the landscaping screening along the eastern and southern property lines; and
- Concerned about HVAC units taking up a potential parking space.

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

- As discussed above in the Off-Street Parking and Loading Bylaw section, the clinic is not intended to be a walk-in clinic, so parking will be somewhat regulated by appointment schedules. Parking along streets is for the general public.
- A 2.0m cedar fence in addition to landscaping will be provided along the southern and south-eastern property lines.
- The developer had proposed to have the HVAC units along 230 Street, next to the sidewalk. This is not a desirable location from a pedestrian's perspective, so the City had requested for the units to be placed on the roof. The developer was not willing to revise their roof plan to accommodate this; therefore they moved the HVAC units next to the building, which will keep the units away from the pedestrian realm and allow for an additional parking space.

4) Interdepartmental Implications:

i) Engineering Department:

The Engineering Department has identified that all the services required in support of this development do not yet exist. It will be necessary for the owner to enter into a Rezoning Servicing Agreement and provide the securities to do the required work in that Agreement. Required servicing will include:

- Concrete curb and gutter across the site frontage on the east side of 230 Street.
- Upgrading of 230 Street to an urban collector standard.
- A 1.5m wide concrete sidewalk across the site frontage on the east side of 230 Street.
- The existing driveway letdown on Dewdney Trunk Road will need to be removed.
- The storm sewer will need to be extended along the 230 Street frontage from the existing main on Dewdney Trunk Road
- Onsite storm sewer services to be designed to meet the three-tier criteria for stormwater management, as outlined in the *Watercourse Protection Bylaw* and the *Subdivision and Development Services Bylaw*.
- A street light design is required for 230 Street.
- A street tree design is required for 230 Street and Dewdney Trunk Road.

- A new water service connection will need to be installed by the City before the road improvement works are constructed on 230 Street.
- Asphalt widening along the west side of 230 Street to allow for a 1.2m wide asphalt walkway and repaint crosswalks.

ii) License, Permits and Bylaws Department:

The Licences, Permits and Bylaws Department has reviewed the development application and has provided comments related to Building Code requirements which have been provided to the developer. These comments will be reviewed again at the Building Permit stage.

iii) Fire Department:

The Fire Department has provided comments to the developer regarding fire safety plans, architectural plans, fire alarm information, fire department connection, and address visibility, which will be addressed at the Building Permit stage.

5) School District No. 42 Comments:

Pursuant to Section 476 of the *Local Government Act*, consultation with School District No. 42 is required at the time of preparing or amending the OCP. A referral was sent to School District No. 42 on February 28, 2017 and a response was received on March 3, 2017, as follows:

"Golden Ears Elementary has an operating capacity of 526 students. For the 2016-17 school year, the student enrolment at Golden Ears Elementary is 484 students (93% utilization) including 154 students from out of catchment.

Thomas Haney Secondary School has an operating capacity of 1200 students. For the 2016-17 school year, the student enrolment at Thomas Haney Secondary School is 1098 students (91.5% utilization), including 707 students from out of catchment."

As this proposed mixed-use commercial development involves only two residential units, it's not expected to have a significant impact on the School District catchment areas.

6) Intergovernmental Issues:

i) Local Government Act:

An amendment to the OCP requires the local government to consult with any affected parties and to adopt related bylaws in compliance with the procedures outlined in Section 477 of the *Local Government Act*. The amendment required for this application, to amend the land use designation from *Urban Residential* to *Commercial*, is considered to be minor in nature. It has been determined that no additional consultation beyond existing procedures is required, including referrals to the Board of the Regional District, the Council of an adjacent municipality, First Nations, the School District or agencies of the Federal and Provincial Governments.

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

CONCLUSION:

It is recommended that first and second reading be given to OCP Amending Bylaw No. 7288-2016, that second reading be given to Zone Amending Bylaw No. 7289-2016, that first, second and third reading be give to the Housing Agreement Bylaw No. 7345-2017, and that application 2016-352-RZ be forwarded to Public Hearing.

"Original signed by Michelle Baski"

Prepared by: Michelle Baski, AScT, MA
Planner 1

"Original signed by Christine Carter"

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

"Original signed by David Pollock" for

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

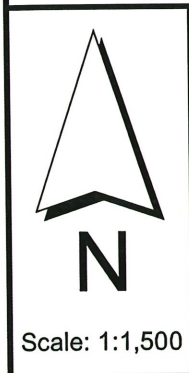
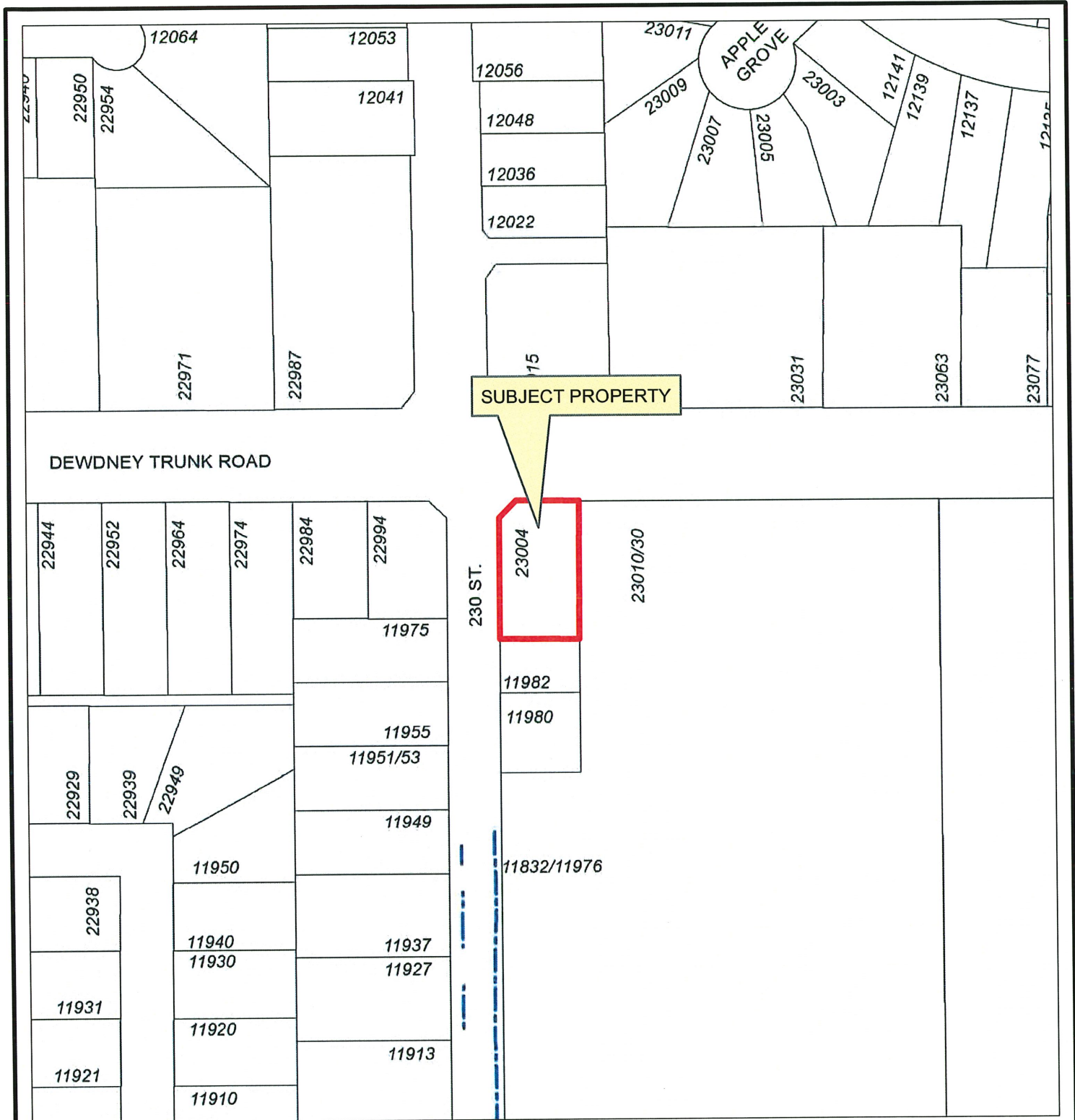
"Original signed by E.C. Swabey"

Concurrence: E.C. Swabey
Chief Administrative Officer

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – OCP Amending Bylaw No. 7288-2016
- Appendix D – Housing Agreement Bylaw No. 7345-2017
- Appendix E – Zone Amending Bylaw No. 7289-2016
- Appendix F – Site Plan
- Appendix G – Building Elevations
- Appendix H – Landscape Plan

APPENDIX A



Legend

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

23004 Dewdney Trunk Road



2016-352-RZ
 DATE: Sep 9, 2016

BY: JV

Scale: 1:1,500

Legend

-  Stream
 Indefinite Creek
 River
 Major Rivers & Lakes

23004 Dewdney Trunk Road



2016-352-RZ
DATE: Sep 9, 2016

BY: JV

APPENDIX C

CITY OF MAPLE RIDGE

BYLAW NO. 7288-2016

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

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

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

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7288-2016."
2. Schedule "B" is hereby amended for that parcel or tract of land and premises known and described as:

Parcel A (Reference Plan 7941) Lot 1 Except: Part dedicated Road Plan NWP87590;
Section 17 Township 12 New Westminster District Plan 3179

and outlined in heavy black line on Map No. 936, a copy of which is attached hereto and forms part of this Bylaw, is hereby designated/amended as shown.

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

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

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

PUBLIC HEARING held the day of , 20

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

ADOPTED, the day of , 20 .

PRESIDING MEMBER

CORPORATE OFFICER



CITY OF MAPLE RIDGE

BYLAW NO. 7345 – 2017

A Bylaw to authorize the City of Maple Ridge to enter into a Housing Agreement for 23004 Dewdney Trunk Road

WHEREAS pursuant to Section 483 of the Local Government Act, as amended, Council may, by bylaw, enter into a housing agreement under that Section;

AND WHEREAS Council and Wasti Holdings Ltd. Inc. No. BC0940933 wish to enter into a housing agreement for the subject property at 23004 Dewdney Trunk Road;

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

1. This Bylaw may be cited as “23004 Dewdney Trunk Road Housing Agreement Bylaw No. 7345 – 2017”.
2. By this Bylaw Council authorizes the City to enter into a housing agreement with Wasti Holdings Ltd. Inc. No. BC0940933, in respect to the following land:

Parcel A (Reference Plan 7941) Lot 1 Except: Part Dedicated Road Plan NWP87590;
Section 17, Township 12, New Westminster District Plan 3179
3. The Mayor and Corporate Officer are authorized to execute the housing agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the day of , 2017.

READ a second time the day of , 2017.

READ a third time the day of , 2017.

ADOPTED, the day of , 2017.

PRESIDING MEMBER

CORPORATE OFFICER

SECTION 219 COVENANT AND HOUSING AGREEMENT
(2016-352-RZ)

BETWEEN:

WASTI HOLDINGS LTD. (Inc. No. BC0940933)
of 12932 Alouette Road, Maple Ridge, BC, V4R 1R8

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

THE CITY OF MAPLE RIDGE
11995 Haney Place, Maple Ridge, British Columbia, V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

AND:


(hereinafter called the "Lender")

OF THE THIRD PART

WHEREAS:

- A. The Covenantor is the registered owner of or has an equity of redemption in certain lands situated in the Municipality of Maple Ridge in the Province of British Columbia, and more particularly known and described as:

PID: 007-907-699 PARCEL A (REFERENCE PLAN 7941) LOT 1 EXCEPT: PART
DEDICATED ROAD PLAN NWP87590; SECTION 17
TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 3179

(hereinafter called the "Lands").

- B. The City is prepared to allow construction of a second storey for rental housing with a gross floor area of 246 m².
- C. The Covenantor and the City wish to enter into this Agreement to restrict the use of housing units to be constructed on the Lands, on the terms and conditions of this

Agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

- D. The City has adopted a bylaw under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

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

Definitions

1. In this Agreement:
 - (a) "Dwelling Units" means all residential dwelling units located or to be located on the Lands whether those dwelling units are lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Lands may be subdivided (hereinafter defined) and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;
 - (b) "Lands" means the land described in Item 2 of the General Instrument, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;
 - (c) "Subdivide" means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act* or the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interest" or "shared interest in land" as defined in the *Real Development Marketing Act*.

Use, Occupancy, Subdivision and No Separate Sale Restrictions

2. All Dwelling Units shall only be used to provide rental accommodation and shall remain as rental accommodation in perpetuity.
3. All Dwelling Units shall be rented only on a month to month basis or under a residential tenancy agreement having a fixed term not exceeding three years, including any rights of renewal.
4. No Dwelling Unit may be occupied except by an individual who occupies pursuant to a rental agreement that meets the requirements of section 3.

5. The Lands shall not be Subdivided, except by means of a strata plan under the *Strata Property Act* that includes all of the Dwelling Units within a single strata lot.

Specific Performance

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

Notice of Housing Agreement

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

No Obligation to Enforce

8. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

No Effect on Laws or Powers

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

Indemnity

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

Priority

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

Waiver

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

Interpretation

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

- (g) time is of the essence; and
- (h) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

Further Acts

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

Severance

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

No Other Agreements

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

Enurement

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

Deed and Contract

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

As evidence of their agreement to be bound by this Agreement, the Covenantor and the City have executed the *Land Title Act* Form C or D, as the case may be, attached to and forming part of this Agreement.

CONSENT & PRIORITY

The Lender in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) hereby consents to the registration of the Covenant herein granted under Section 219 of the *Land Title Act*, running with the said lands and against the said lands and the Lender hereby postpones all of its rights under the Mortgage and Assignment of Rents registered respectively under No. _____ and _____ (the "Lender Documents") to those rights of the District under the Covenant herein in the same manner and to the same extent and effect as if the Covenant herein had been dated, granted and registered prior to the Lender Documents.

APPENDIX E

**CITY OF MAPLE RIDGE
BYLAW NO. 7289-2016**

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7289-2016."
2. That PART 7 COMMERCIAL ZONES, 702 COMMUNITY COMMERCIAL: C-2 2) PERMITTED ACCESSORY USES is amended by adding:

item e) one or two dwelling units

3. That PART 7 COMMERCIAL ZONES, 702 COMMUNITY COMMERCIAL: C-2 8) OTHER REGULATIONS a) is amended as follows:

a) A principal or accessory apartment use or one or two dwelling unit use shall:

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

Parcel A (Reference Plan 7941) Lot 1 Except: Part dedicated Road Plan NWP87590;
Section 17 Township 12 New Westminster District Plan 3179

and outlined in heavy black line on Map No. 1697 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to C-2 (Community Commercial).

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

READ a first time the 25th day of October, 2016.

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

PUBLIC HEARING held the day of , 20

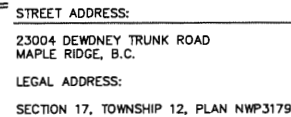
READ a third time the _____ day of _____, 20_____

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

REVIEWED FOR CONDOCTOR STATE	04/26/77
ORDERED FOR PRICING	04/29/77
CLOSET MEETING ROOM	04/29/77
DELETED SECTIONS	04/29/77
REVIEWED MED-CLIN/INTL WITH BROWN	04/29/77
ORDERED TO STRUCTURAL ENG	04/29/77
A.D.P. REVISIONS	04/27/77
A.D.P. REVISIONS	04/26/77
READY FOR A.D.P.	04/27/77
EXTERIOR REVISIONS TO CLADDING	04/26/76
PROCESSED TO CITY HALL FOR	
RECORDING	04/26/76
REVISIONS	DATE



1. LOT AREA: 892.2 SQ. METERS.
2. MAX LOT COVERAGE: 70%
3. FRONT SETBACK (DEWDNEY TRUNK ROAD) 3 METERS
4. REAR SETBACK 6 METERS
5. EXT SIDE YARD SETBACK: 3 METERS

BREAKDOWN OF FLOOR AREAS PROVIDED:

DOCTORS CLINIC:	1796 S.F. / 166.85 SQ. METERS
RETAIL PHARMACY:	883 S.F. / 82.03 SQ. METERS
LOBBY:	96 S.F. / 8.91 SQ. METERS
GARAGE/SERVICES:	578 S.F. / 53.69 SQ. METERS
TOTAL FLOOR AREA:	3353 S.F. / 311.50 SQ. METERS

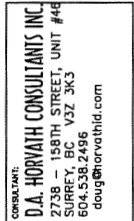
257.79 SQ. METERS/30 = 8.59 = 9 PARKING STALLS REQ'D

RESIDENTIAL SUITE A: 1326 S.F. / 123.19 SQ. METERS
RESIDENTIAL SUITE B: 1326 S.F. / 123.19 SQ. METERS
TOTAL, SECOND FLOOR: 2652 S.F. / 246.37 SQ.METERS

CLASSIFICATION FOR CONSTRUCTION: 3.2.2.61 (GROUP D UP TO TWO STORIES SPRINKLERED).

SECOND FLOOR SUITE OUTDOOR DECKS, ONE PER SUITE AT 205
S.F. / 19 SQ. METERS EACH

- 1.0 COVER
- 2.0 OVERALL BUILDING PLANS
- 2.1 FIRST FLOOR PLAN
- 2.2 SECOND FLOOR PLAN
- 3.0 EXTERIOR ELEVATIONS
- 3.1 EXTERIOR ELEVATIONS
- 4.0 BUILDING SECTIONS
- 4.1 PROPERTY SECTIONS AND SITE SERVICES



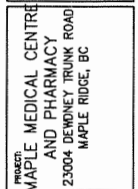
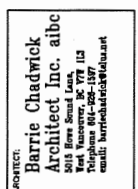
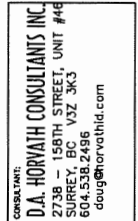
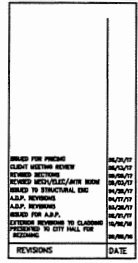
ARCHITECT:
Barrie Chadwick
Architect Inc. a/b/c
5015 Howe Sound Lane,
West Vancouver, BC V7V 1L5
Telephone 494-928-1597
email: barriechadwick@telus.net

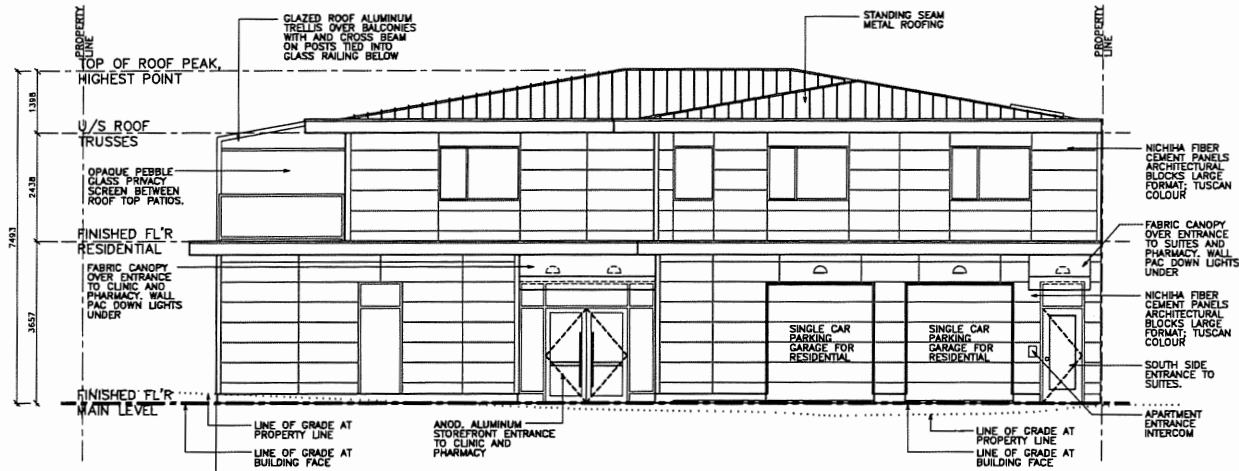
PROJECT: MAPLE MEDICAL CENTRE
AND PHARMACY
23004 DEWONEY TRUNK ROAD
MAPLE RIDGE, BC

SHEET TITLE:
COVER

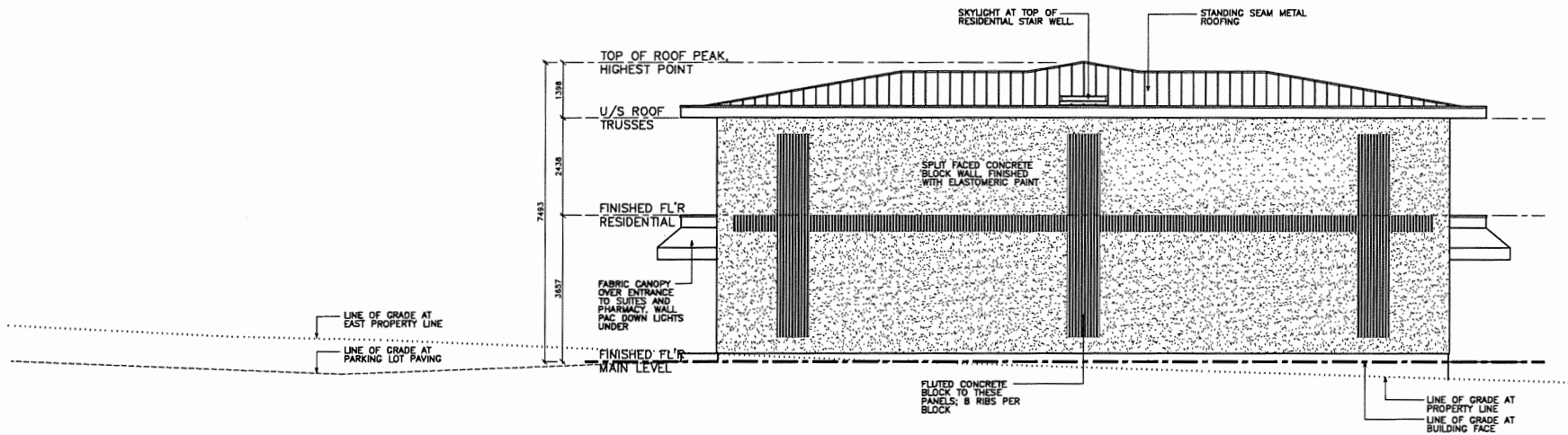
SCALE: N/A	PROJECT No.
DRAWN BY: IH	629
DATE OF DRAWING:	SHEET No.
JUN 3, 2017	1.0
DATE OF PRINT:	
JUN 3, 2017	

1.0

[illegible]



B SOUTH ELEVATION: FACING PARKING LOT
2.0 SCALE: 1:50



D EAST ELEVATION: TO PROPERTY LINE
2.0 SCALE: 1:50

NOTES:
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE BC BUILDING ACT AND THE BC BUILDING REGULATIONS.
2. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.
3. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.
4. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.
5. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

DATE	10/17/17
REVISIONS	
DATE	10/17/17
REVISIONS	
DATE	10/17/17
REVISIONS	
DATE	10/17/17
REVISIONS	

CONSULTANT:
D.A. HORVATH CONSULTANTS INC.
2738 - 158TH STREET, UNIT #46
SURREY, BC V3Z 3K3
604.538.2496
doug@horvath.ca

ARCHITECT:
Barrie Chadwick Architect Inc. albe
5015 158th Street, Unit 113
Surrey, BC V3Z 3K3
604.538.2496
barrie@barriealbe.com

PROJECT:
MAPLE MEDICAL CENTRE AND PHARMACY
2304 DUNDAS STREET EAST
MAPLE RIDGE, BC

SHEET TITLE:
EXTERIOR ELEVATIONS

SCALE: 1/8" = 1'-0"
DRAWN BY: JH
DATE OF DRAWING: APR 17, 2017
DATE OF PRINT: APR 17, 2017

PROJECT No. 638
SHEET No. 3.1

APPENDIX H



#220 - 26 Lorne Mews
New Westminster, British Columbia
V3M 3L7
Tel: 604.553.0044
Fax: 604.553.0045
Email: office@m2la.com

[illegible]

PAPER:
**MAPLE MEDICAL CENTRE
AND PHARMACY**
20004 DENNEY TRUNK ROAD
MAPLE RIDGE, BC

LANDSCAPE
PLAN

DATE: 8/25/75	DRAWING NUMBER:
SCALE: 1/8"	L1
DRAWN BY: PWT	
DESIGN BY: PWT	
CHECKED: MCM	
JOB NO. 15-007 TOTAL SHEET COUNT NUMBER: 2 OF 2	

DATE: MAY	OF 2
CHG: MAY	

JOE NO. 10-007

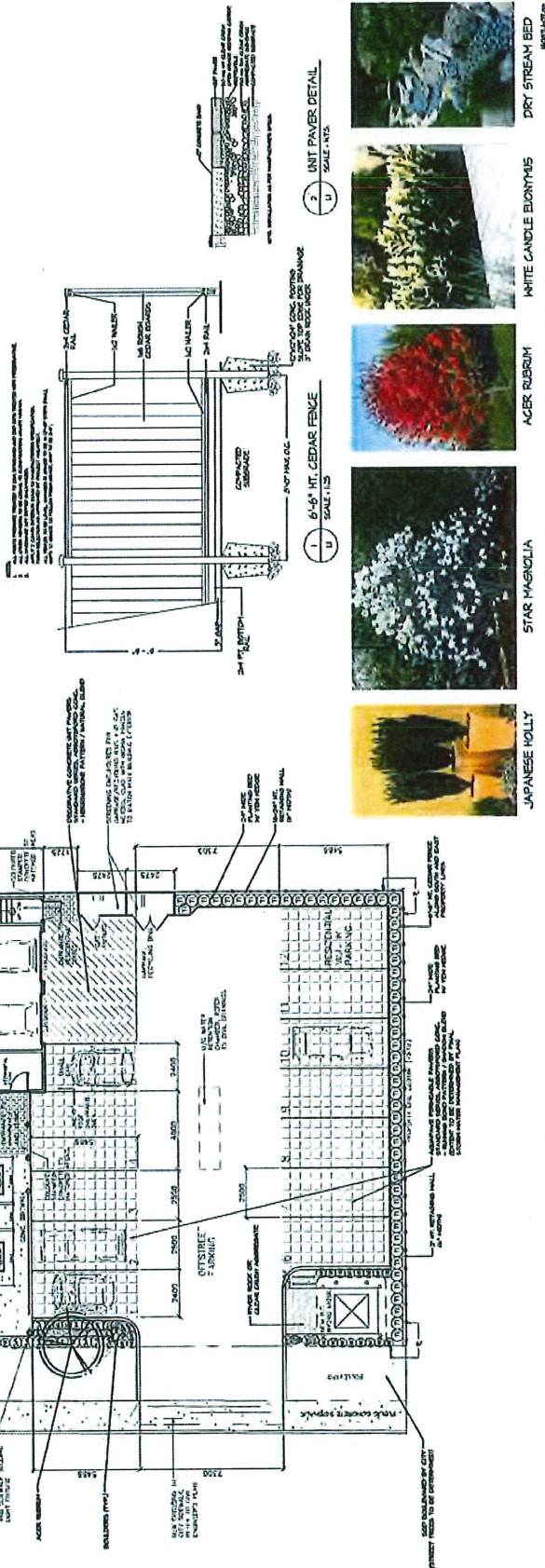
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Property Report (23004 DEWDNEY TRUNK RD)



1. **Author:** [Name]
 2. **Title:** [Title]
 3. **Journal:** [Journal]
 4. **Volume:** [Volume]
 5. **Issue:** [Issue]
 6. **Pages:** [Pages]
 7. **Year:** [Year]
 8. **DOI:** [DOI]
 9. **URL:** [URL]
 10. **Accessed:** [Accessed]

- Street Letter (Range)
 Facility or Attributes
 Railway
 Main Road or Lane Edge
 Main Road or Lane
 Business Ltd Boundary
 Natural
 High
 Property
 Municipal Boundary



SEAL:

2021-11-24 ISSUED FOR DEVELOPMENT PERMIT
2022-07-08 ISSUED FOR DEVELOPMENT PERMIT
2022-07-08 ISSUED FOR DEVELOPMENT PERMIT
2022-07-08 ISSUED FOR DEVELOPMENT PERMIT

DATE: 2021-11-24
ISS: REVISION
2021-11-24
2022-07-08
2022-07-08
2022-07-08

PROJECT NO.: 20201105
PROJECT TITLE: DEWDNEY TRUNK DEVELOPMENT
23004 DEWDNEY TRUNK MAPLE RIDGE BC
DRAWING TITLE: SITE PLAN

DWG. START DATE: 01/20/21
SCALE: 1"=10'
REVISION NO.:
DRAWING NO.: DP10

SMITHCRAFT ARCHITECTURE
1105 - 1305 West 12th Avenue
Vancouver, BC
V6H 1M3 Canada
604.506.0699
www.smithcraftarchitecture.ca
info@smithcraftarchitecture.ca

PROJECT NO.: 20201105
PROJECT TITLE: DEWDNEY TRUNK DEVELOPMENT
23004 DEWDNEY TRUNK MAPLE RIDGE BC
DRAWING TITLE: SITE PLAN

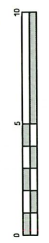
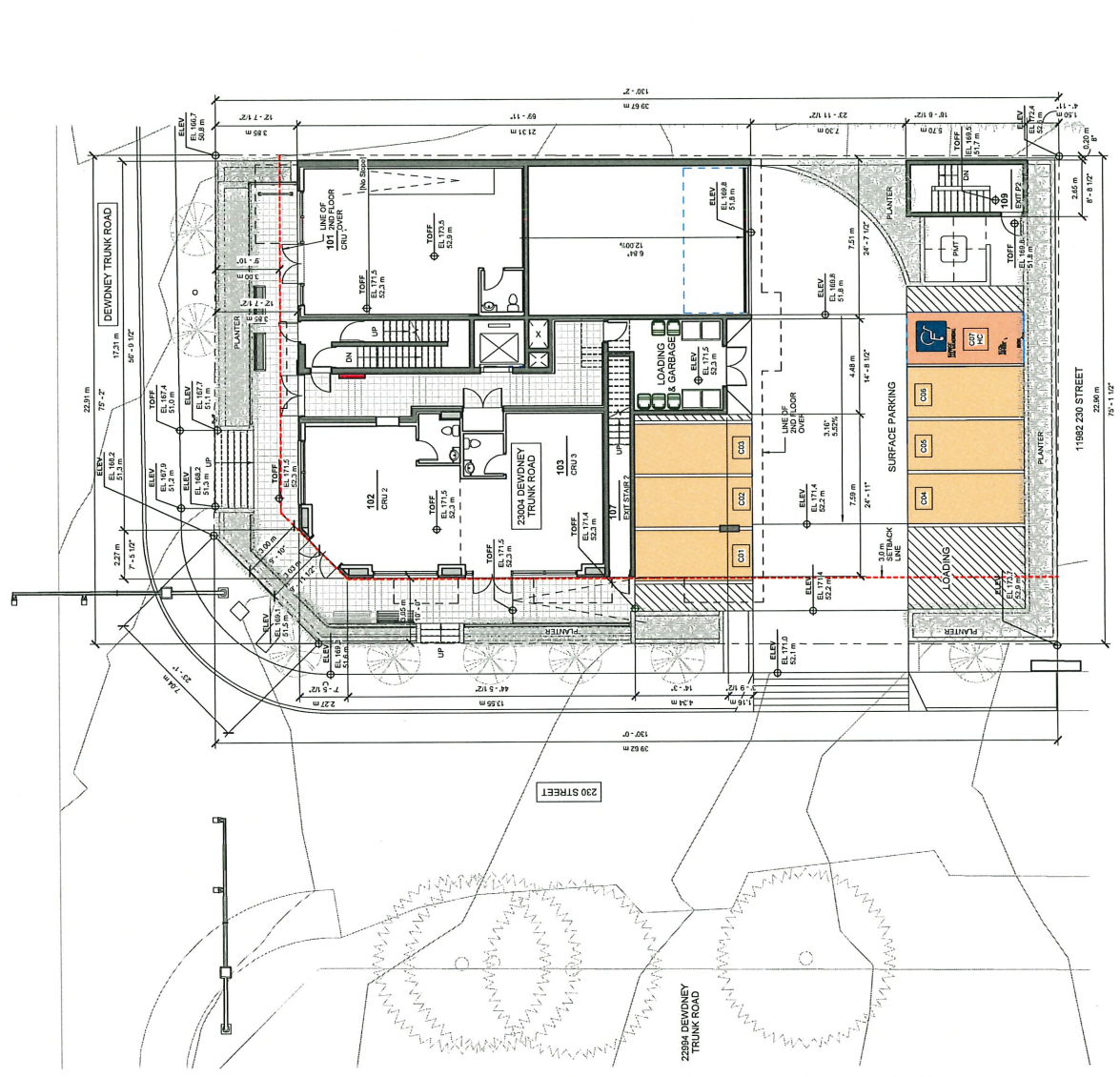
DWG. START DATE: 01/20/21
SCALE: 1"=10'
REVISION NO.:
DRAWING NO.: DP10

2021-11-24 ISSUED FOR DEVELOPMENT PERMIT
2022-07-08 ISSUED FOR DEVELOPMENT PERMIT
2022-07-08 ISSUED FOR DEVELOPMENT PERMIT
2022-07-08 ISSUED FOR DEVELOPMENT PERMIT

DATE: 2021-11-24
ISS: REVISION
2021-11-24
2022-07-08
2022-07-08
2022-07-08

PROJECT NO.: 20201105
PROJECT TITLE: DEWDNEY TRUNK DEVELOPMENT
23004 DEWDNEY TRUNK MAPLE RIDGE BC
DRAWING TITLE: SITE PLAN

DWG. START DATE: 01/20/21
SCALE: 1"=10'
REVISION NO.:
DRAWING NO.: DP10



CORPORATE OFFICER

CITY OF MAPLE RIDGE

BYLAW NO. 7345 - 2017

**A Bylaw to authorize the City of Maple Ridge to enter into a
Housing Agreement for 23004 Dewdney Trunk Road**

WHEREAS pursuant to Section 483 of the Local Government Act, as amended, Council may, by bylaw, enter into a housing agreement under that Section;

AND WHEREAS Council and Wasti Holdings Ltd. Inc. No. BC0940933 wish to enter into a housing agreement for the subject property at 23004 Dewdney Trunk Road;

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

1. This Bylaw may be cited as "23004 Dewdney Trunk Road Housing Agreement Bylaw No. 7345 - 2017".
2. By this Bylaw Council authorizes the City to enter into a housing agreement with Wasti Holdings Ltd. Inc. No. BC0940933, in respect to the following land:

Parcel A (Reference Plan 7941) Lot 1 Except: Part Dedicated Road Plan NWP87590;
Section 17, Township 12, New Westminster District Plan 3179
3. The Mayor and Corporate Officer are authorized to execute the housing agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the 13th day of June, 2017.

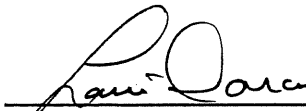
READ a second time the 13th day of June, 2017.

READ a third time the 13th day of June, 2017.

ADOPTED, the 14th day of November, 2017.



PRESIDING MEMBER



CORPORATE OFFICER

HOUSING AGREEMENT
(2016-352-RZ)

THIS AGREEMENT IS DATED the 26 day of SEPTEMBER, 2017.

BETWEEN:

WASTI HOLDINGS LTD. (Inc. No. BC0940933)
of 12932 Alouette Road, Maple Ridge, BC, V4R 1R8

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

THE CITY OF MAPLE RIDGE
11995 Haney Place, Maple Ridge, British Columbia, V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of or has an equity of redemption in certain lands situated in the Municipality of Maple Ridge in the Province of British Columbia, and more particularly known and described as:

PID: 007-907-699 PARCEL A (REFERENCE PLAN 7941) LOT 1 EXCEPT: PART
DEDICATED ROAD PLAN NWP87590; SECTION 17
TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 3179

(hereinafter called the "Lands").

- B. The City is prepared to allow construction of a second storey for rental housing with a gross floor area of 246 m².
- C. The Covenantor and the City wish to enter into this Agreement to restrict the use of housing units to be constructed on the Lands, on the terms and conditions of this Agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.
- D. The City has adopted a bylaw under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

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

Definitions

1. In this Agreement:

- (a) "Dwelling Units" means all residential dwelling units located or to be located on the Lands whether those dwelling units are lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Lands may be subdivided (hereinafter defined) and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;
- (b) "Lands" means the land described in Item 2 of the General Instrument, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;
- (c) "Subdivide" means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act* or the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interest" or "shared interest in land" as defined in the *Real Development Marketing Act*.

Use, Occupancy, Subdivision and No Separate Sale Restrictions

- 2. All Dwelling Units shall only be used to provide rental accommodation and shall remain as rental accommodation in perpetuity.
- 3. All Dwelling Units shall be rented only on a month to month basis or under a residential tenancy agreement having a fixed term not exceeding three years, including any rights of renewal.
- 4. No Dwelling Unit may be occupied except by an individual who occupies pursuant to a rental agreement that meets the requirements of section 3.
- 5. The Lands shall not be Subdivided, except by means of a strata plan under the *Strata Property Act* that includes all of the Dwelling Units within a single strata lot.

Specific Performance

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

Notice of Housing Agreement

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

No Obligation to Enforce

8. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

No Effect on Laws or Powers

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

Indemnity

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

Priority

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

Waiver

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

Interpretation

13. In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replace, unless otherwise expressly provided;

- (f) reference to "party" or the "parties" is a reference to a party, or the parties, to this Agreement and their respective successors, assigns, trustees, administrators and receivers;
- (g) time is of the essence; and
- (h) reference to a "day", "month" or "year" is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

Further Acts

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

Severance

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

No Other Agreements

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

Enurement

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

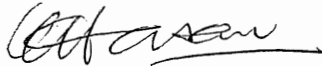
Deed and Contract

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

Dated at Maple Ridge, BC, this 26 of SEPTEMBER, 2017

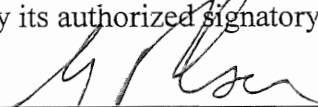
WASTI HOLDINGS LTD. (Inc. No. BC0940933)

By its authorized signatory:

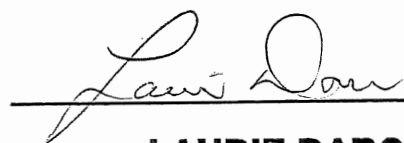


CITY OF MAPLE RIDGE

By its authorized signatory(s):


GORDON ROBSON

ACTING MAYOR



LAURIE DARCUS
CORPORATE OFFICER

CORPORATE OFFICER

TERMS OF INSTRUMENT — PART 2**RENTAL HOUSING AGREEMENT**

THIS AGREEMENT, dated for reference the 26 day of September __ 2022,

BETWEEN: **1321049 BC LTD**
2711 Lynbrook Drive
Vancouver BC Canada
V5S 2C2

AND: (the "**Owner**")

THE CITY OF MAPLE RIDGE
11995 Haney Place
Maple Ridge, B.C. V2X 6A9

(the "**City**")

WITNESSES THAT WHEREAS:

- A. The Owner is the registered owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the Act.
- C. As a condition of the Rezoning Bylaw, the Owner has agreed to enter into a Housing Agreement with the City in accordance with section 483 of the Act.
- D. Section 483 authorizes the City, by bylaw, to enter into a Housing Agreement in respect of the form of tenure of housing units, availability of such units to classes of identified person, administration and management of such units and the rent that may be charged for such units.
- E. Section 219 of the Land Title Act permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land and that land is or is not to be built on except in accordance with this Agreement.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant each with the other as follows:

1. DEFINITIONS

- a) "**Act**" means *the Local Government Act*, RSBC. 2015 c.1 as amended from time to time;
- b) "**Agreement**" means this agreement as amended from time to time;
- c) "**Commencement Date**" has the meaning set out in section 2.1 herein;
- d) "**Council**" means the municipal council for the City;
- e) "**Director of Planning**" means the chief administrator of the Department of Planning of the City and his or her successors in function and their respective nominees;
- f) "**Dwelling Unit**" means a dwelling unit as defined in the City's Zoning Bylaw No. 7600-2019 as amended from time to time;

- g) **"Lands"** means those lands and premises legally described as:
Parcel A (Reference Plan 7941) Lot 1, Except: Part Dedicated Road Plan NWP87590,
Section 17, Township 12, NWD Plan 3179
- h) **"Market Rental Units"** means Dwelling Units that are used for rental purposes and are rented to tenants for market rental rates as set by the Owner;
- i) **"Rental Purposes"** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78, between the Owner and the tenant;
- j) **"Rental Units"** means the Market Rental Units;
- k) **"Residential Building"** means the 3 storey building to be constructed on the Lands to be used for Commercial and Residential purposes, with 10 Dwelling Units, 5 of which will be Rental Units;
- l) **"RT Act"** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- m) **"Strata Property Act"** means the *Strata Property Act*, S.B.C. 1998, c. 43; and
- n) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands, into two or more lots, Strata Lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, R.S.B.C. 1996, Chapter 250, or the *Strata Property Act*.

2. TERM

2.1 This Agreement will commence upon:

- a. adoption by Council of "Housing Agreement Bylaw No. 7877-2022;
- b. execution of this Agreement by the City and the Owner; and
- c. registration of this Agreement against title to the Lands;

(the **"Commencement Date"**), and will continue in perpetuity.

2.2 Notwithstanding the foregoing grant in perpetuity, this Agreement will terminate upon the removal or destruction of the Residential Building, but only if the Residential Building is not repaired or rebuilt within 24 months following the removal or destruction thereof.

2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

3. USE OF LANDS

3.1 Pursuant to Section 219 of the Land Title Act, the Owner covenants and agrees with the City that during the term of this Agreement, the Lands shall be used and built on only in strict compliance with the terms and conditions of this Agreement and that:

- a. the Lands shall not be subdivided except as permitted under this Agreement;
- b. the Residential Building shall at all times contain the minimum number and type of Rental Units required pursuant to section 4 of this Agreement;
- c. the Owner may deposit a strata plan pursuant to the Strata Property Act that subdivides the Residential Building into strata lots, but only if concurrently with the deposit of the strata plan, the Owner enters into and registers a covenant pursuant to section 219 of the *Land Title Act* in favour of the City, in a

- form satisfactory to the Director of Planning, under which none of the strata lots comprising the Rental Units may be sold or otherwise transferred separately to different owners, and that provides that each of those strata lots may only be used and occupied as a Rental Unit; and
- d. for certainty, the Dwelling Units within the third storey may be owner-occupied.

- 3.2 The Owner further covenants and agrees with the City that the Lands and any buildings or structure constructed thereon including the Residential Building shall be developed, built and maintained in accordance with all City bylaws, regulations and guidelines as amended from the time to time.

4. MARKET RENTAL UNITS

- 4.1 The Residential Building must contain a minimum of five Dwelling Units located within the second storey, that shall only be used and occupied as Rental Units.
- 4.2 The Rental Units shall consist of no fewer than 2 one-bedroom units, 2 two-bedroom units, and 1 three-bedroom unit, unless otherwise approved in writing by the Director of Planning, at his or her discretion.

5. OWNER'S OBLIGATIONS

- 5.1 Without limiting section 3.1 of this Agreement:
- a. **Management and administration:** the management, administration, and associated costs with the management and administration of the Rental Units will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
 - b. **Compliance with applicable laws:** without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
 - c. **Performance:** the Owner will perform its obligations under this Agreement diligently and in good faith; and
 - d. **Evidence of compliance:** provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, at Business License renewal or upon request by the City, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

6. DEFAULT AND REMEDIES

- 6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the "**Notice**") requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 6.2 The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 6.3 The Owner acknowledges and agrees that in case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the City and to the public interest will be irreparable and not susceptible of adequate monetary compensation.
- 6.4 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

- 6.5 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out and that the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- 6.6 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy of a default by the Owner under this Agreement.

7. LIABILITY

- 7.1 Except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- a. any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible; and
 - b. the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.
- 7.2 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Lands for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.
- 7.3 The covenants of the Owner set out in sections 7.1 and 7.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the ownership by the Owner of the Lands.

8. GENERAL PROVISIONS

- 8.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.
- 8.2 Nothing in this Agreement:
- a. affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
 - b. affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
 - c. relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

8.3 The Owner and the City agree that:

- a. this Agreement is entered into only for the benefit of the City;
- b. this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units and the Limited Common Property; and
- c. without limiting part 2 of this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands, without liability to anyone for doing so.

8.4 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement. Without limiting the generality of the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.

8.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 483 of the Act and as such will be binding on the Owner.

8.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.

8.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

8.8 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

8.9 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

8.10 Every obligation of a party which is set out in this Agreement will extend throughout the term of this Agreement and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the term of this Agreement, such obligation will survive the expiry or earlier termination of the term of this Agreement until it has been observed or performed.

8.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile or e-mail transmission, or by personal service, to the addresses set out above or such other address or email address provided by either party from time to time.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile or e-mail transmission, on the first business day after the date when the facsimile or e-mail transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties,

may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

- 8.12 Upon request by the City, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.
- 8.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

9. INTERPRETATION

- 9.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.
- 9.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.
- 9.3 The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 9.4 The words "must" and "will" are to be construed as imperative.
- 9.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, reenactment, or replacement of that statute or bylaw.
- 9.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw No. 7877-2022".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 9.8 This Agreement can be signed in counterpart.

IN WITNESS WHEREOF each of the City and the Owner have executed this Agreement under seal by their duly authorized officers as of the reference date of this Agreement.

Authorized Signatory

THE CITY OF MAPLE RIDGE

DocuSigned by:


E0778BA7464340E
Authorized Signatory

Authorized Signatory

CONSENT AND PRIORITY AGREEMENT

WHEREAS _____ (the "Chargeholder") is the holder of a Mortgage and an Assignment of Rents (together called the "Charge") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the New Westminster Land Title Office under numbers _____ and _____.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$t00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "**Covenant**") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

W H E R E A S (the "**Chargeholder**") is the holder of a Mortgage and an Assignment of Rents (together called the "Charge") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the New Westminster Land Title Office under numbers _____ and _____

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "**Covenant**") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

TO: His Worship Mayor Michael Morden
and Members of Council
MEETING DATE: October 4, 2022
FILE NO: 11-5255-40-218

FROM: Chief Administrative Officer
MEETING: CoW

SUBJECT: Award of Contract ITT-EN22-25, Fern Crescent Multi-Use Path and Roundabout

EXECUTIVE SUMMARY:

The purpose of this report is to obtain Council approval to award the Fern Crescent Multi-Use Path and Roundabout construction contract to Arsalan Construction Limited in the amount of \$5,099,777.00 (excluding taxes).

The existing 132 Avenue/Fern Crescent roadway is part of the Major Road Network (MRN), providing an important access route from 232 Street to the eastern area of Silver Valley and Golden Ears Provincial Park. The road improvements will help ensure a safe and comfortable multi-modal corridor to meet the needs of the growing community while also improving the functionality and overall safety of a major intersection on this section of road.

The scope of the project includes significant pedestrian and cycling upgrades to Silver Valley by constructing a multi-use path (MUP) and sidewalk that will complete the gap in facilities along the 132 Avenue/Fern Crescent corridor. The project will also include installation of a roundabout at the Fern Crescent and 236 Street intersection, which will provide improved sight lines and safety for vehicles, pedestrians and cyclists.

The MUP will be located adjacent to 132 Avenue/Fern Crescent between 232 and 236 Street following an existing trail through Maple Ridge Park. This will provide a connection between Cross's Cabin's Park, Maple Ridge Park and a nearby dog park that are currently non-contiguous. Another MUP will be located on Balsam Street between Larch Avenue and 132 Avenue/Fern Crescent, which will complete an important connection to the eastern area of Silver Valley. The MUPs will also include pedestrian-activated crossings at the 132 Avenue/233 Street and 132 Avenue/Balsam Street intersections. The project scope also includes conduits for future fibre optic cable to the City's major water and sewage infrastructure.

An invitation to Tender for the project was issued on August 16, 2022 and closed on September 13, 2022. Four compliant bids were received, and the lowest bid was submitted by Arsalan Construction Limited in the amount of \$5,099,777.00, excluding taxes. A \$510,000.00 contract contingency is recommended to address any unforeseen circumstances, which will only be used if required.

There are insufficient funds in the 2021/2022 budget under LTC No. 006080 to complete this project. Due to market conditions, the tender price was above budget and additional funds will be required from Development Cost Charges and General Revenue Surplus.

RECOMMENDATION:

That Contract ITT-EN22-25, Fern Crescent Multi-Use Path and Roundabout, be awarded to Arsalan Construction Limited in the amount of \$5,099,777.00 excluding taxes;

That a construction contingency of \$510,000.00 be approved to address potential variations in field conditions;

That the Financial Plan be amended to increase the project funding by \$2,060,262.00 from the Development Cost Charges Fund and \$42,046.00 from General Revenue Surplus; and further

That the Corporate Officer be authorized to execute the contract.

DISCUSSION:

a) Background Context:

The existing 132 Avenue/Fern Crescent roadway is part of the MRN, providing an important access route from 232 Street to the eastern area of Silver Valley and Golden Ears Provincial Park. The road improvements will help ensure a safe and comfortable multi-modal corridor to meet the needs of the growing community while also improving the functionality and overall safety of a major intersection on this section of road.

The scope of the project includes significant pedestrian and cycling upgrades to Silver Valley by constructing a MUP and sidewalk that will complete the gap in facilities along the 132 Avenue/Fern Crescent corridor. The project will also include installation of a roundabout at the Fern Crescent and 236 Street intersection, which will provide improved sight lines and safety for vehicles, pedestrians and cyclists.

The MUP will be located adjacent to 132 Avenue/Fern Crescent between 232 and 236 Street following an existing trail through Maple Ridge Park. This will provide a connection between Cross's Cabin's Park, Maple Ridge Park and a nearby dog park that are currently non-contiguous. Another MUP will be located on Balsam Street between Larch Avenue and 132 Avenue/Fern Crescent, which will complete an important connection to the eastern areas of Silver Valley. The MUPs will also include pedestrian-activated crossings at the 132 Avenue/233 Street and 132 Avenue/Balsam Street intersections. The project scope also includes conduits for future fibre optic cable to the City's major water and sewage infrastructure.

This project is included in the approved 2022 Financial Plan. The procurement process was consistent with the City's Procurement Policy.

Tender Evaluation

An invitation to Tender was issued on August 16, 2022 and closed on September 13, 2022. Four compliant bids were received and are listed below from lowest to highest price. The lowest bid was submitted by Arsalan Construction Limited. in the amount of \$5,099,777.00, excluding taxes.

	Tender Price (excluding taxes)
Arsalan Construction Limited	\$5,099,777.00
B&B Contracting (2012) Ltd.	\$5,298,600.00
Lafarge Canada Inc.	\$5,838,590.00
Drake Excavating (2016) Ltd.	\$6,118,905.00

The range of prices received indicate a competitive environment and a fair market value for the project. The tendering process was compliant with the City's Procurement Policy. Arsalan Construction Limited has previously completed similar work with other municipalities and reference checks confirm they are qualified to complete the work.

b) Desired Outcome:

The desired outcome is to provide safe multi-modal transportation facilities for residents and regional park users, while improving the functionality and overall safety of the MRN in the City.

c) Strategic Alignment:

This project supports Council's Strategic Plan to manage municipal infrastructure to accommodate future developments and growth in accordance with the OCP and is aligned with the current Strategic Transportation Plan.

d) Citizen/Customer Implications:

A public, virtual information session was held on June 29, 2022. Staff made considerable effort to address all comments and developed a design that balances the project objectives.

Construction will commence shortly after the project is awarded and is anticipated to be completed within five months. The impact to traffic and residents in the neighbourhood will be minimized as much as possible. 132 Avenue, Fern Crescent and 236 Street will remain open to traffic throughout construction. There will be an approved traffic management plan and traffic control personnel will be provided when required. Work on roadways or interruptions to traffic will be prohibited during peak traffic periods from 6:00 to 9:00 am and 3:00 to 6:00 pm. Single-lane alternating traffic will be maintained at all times unless approved otherwise in the traffic management plan.

The general public will be informed of the construction progress through the City's website and social media; residents who live along the construction corridor will be notified by mail of any construction impacts.

e) Interdepartmental Implications:

The Planning, Engineering Operations, and Parks, Recreation & Culture Department were consulted during the engineering design process to provide input into the design element and ensure interdepartmental coordination.

Fibre optic conduit will be installed as part of the project scope. This was identified in consultation with the Information Technology Department.

f) Business Plan/Financial Implications:

The project is funded through a combination of Development Cost Charges (DCCs), TransLink Grants and the General Capital Fund. Additional funds are required as noted below.

Project Expenditures (Excluding Taxes):

Pre-Design Consulting – Aplin & Martin Consultants Ltd.	\$	30,000.00
Engineering Design and Construction Support Services – McElhanney Ltd.	\$	383,752.00
Construction Contract – Arsalan Construction Limited	\$	5,099,777.00
Contract Contingency 10%	\$	510,000.00
Traffic Control Equipment (City supplied)	\$	20,000.00
Total Projected Cost	\$	6,043,529.00

Existing Funding Sources:

Capital Works Reserve	\$	26,788.00
Reserve for Committed Projects	\$	15,990.00
Development Cost Charges	\$	2,144,444.00
TransLink Grant	\$	1,754,000.00
Total Existing Funding Sources	\$	3,941,222.00

Additional Funding Required:

Additional Funding from General Revenue Surplus	\$	42,046.00
Additional Funding from Development Cost Charges	\$	2,060,262.00
Total Additional Funding	\$	2,102,308.00
Total Project Funding	\$	6,043,530.00

CONCLUSION:

The existing 132 Avenue/Fern Crescent roadway is part of the Major Road Network (MRN), providing an important access route from 232 Street to Silver Valley east and Golden Ears Provincial Park. The road improvements will help ensure a safe and comfortable multi-modal corridor to meet the needs of the growing community while also improving the functionality and overall safety of a major intersection on this section of road.

The scope of the project includes significant pedestrian and cycling upgrades to Silver Valley by constructing a multi-use path (MUP) and sidewalk that will complete the gap in facilities along the 132 Ave/Fern Crescent corridor. The project will also include installation of a roundabout at the Fern Crescent and 236 Street intersection, which will provide improved sight lines and safety for vehicles, pedestrians, and cyclists.

This project is included in the approved 2022 Financial Plan, is supported in the current Strategic Transportation Plan and aligns with Council's Strategic Priority to facilitate growth.

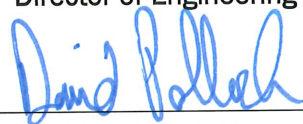
The procurement process was consistent with the City's Procurement Policy. The tender price of \$5,099,777.00 (excluding taxes) by Arsalan Construction Limited. for the Fern Crescent Multi-Use Path and Roundabout is the lowest compliant tendered price. It is recommended that Council approve the award of the contract to Arsalan Construction Limited and that a contract contingency of \$510,000.00 be approved to address unforeseen items.

It is further recommended that the Financial Plan be amended to fund this project from Development Cost Charges in the amount of \$2,060,262.00 and from General Revenue Surplus in the amount of \$42,046.00.


Submitted by: **Jatinder Khaira, P.Eng.**
Manager of Design & Construction

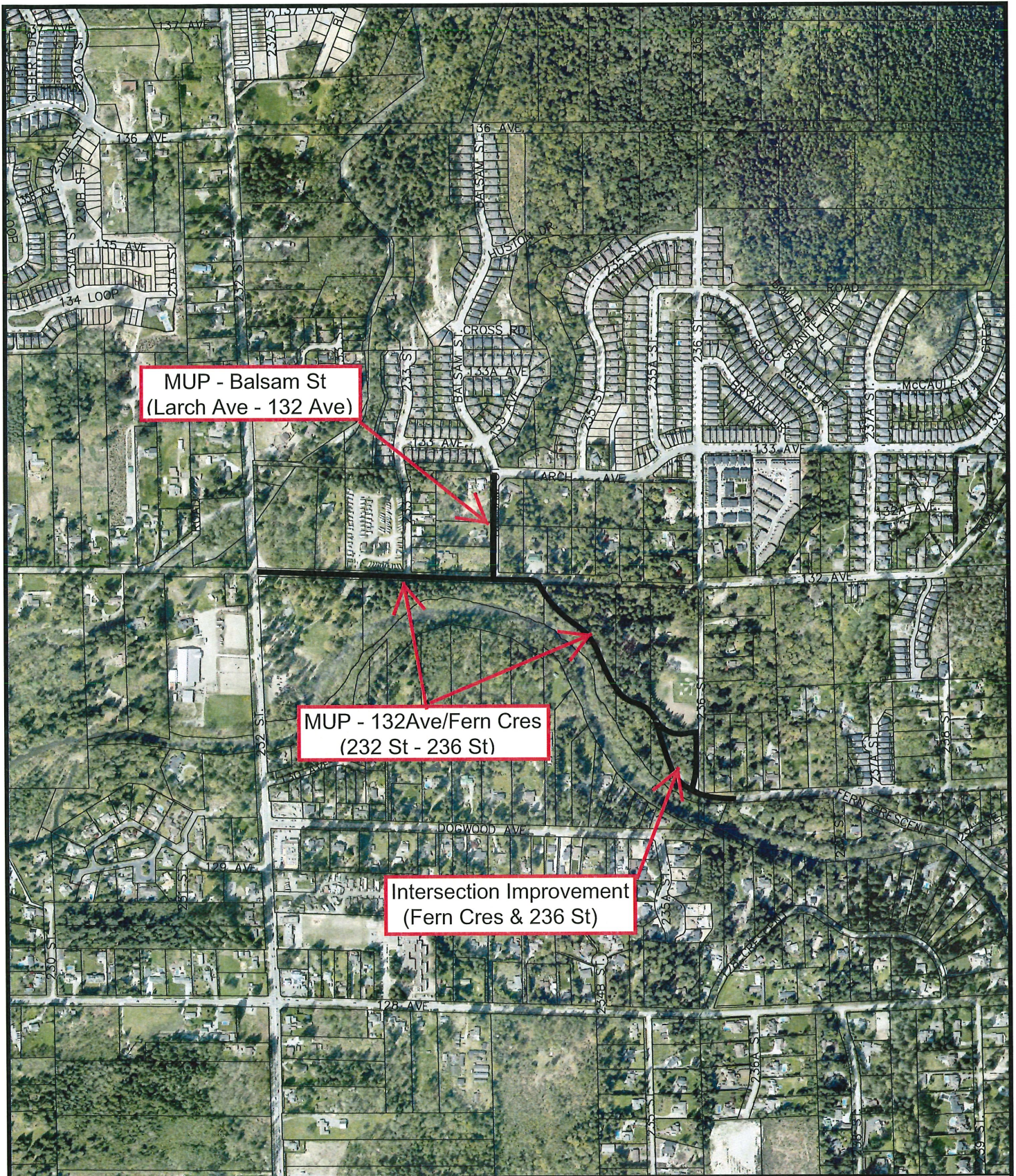

Financial: **Trevor Thompson, BBA, CPA, CGA**
Concurrence: **Director of Finance**


Reviewed by: **Forrest Smith, P.Eng.**
Director of Engineering


Approved by: **David Pollock, P.Eng.**
General Manager Engineering Services


Concurrence: **Scott Hartman**
Chief Administrative Officer

Attachments:
(A) Map



ITT-EN22-25
Fern Crescent Multi-Use Path and
Roundabout



CITY OF MAPLE RIDGE
ENGINEERING
DEPARTMENT

DATE: NOVEMBER 2020

FILE/DWG No

SK0455