

City of Maple Ridge

**COUNCIL WORKSHOP AGENDA**

**December 10, 2019**

**1:30 p.m.**

**Blaney Room, 1<sup>st</sup> Floor, City Hall**

*The purpose of the Council Workshop is to review and discuss policies and other items of interest to Council. Although resolutions may be passed at this meeting, the intent is to make a consensus decision to send an item to Council for debate and vote or refer the item back to staff for more information or clarification. The meeting is live streamed and recorded by the City of Maple Ridge.*

**REMINDERS**

**DATE**

Regular Council Meeting

7:00 p.m.

**1. APPROVAL OF THE AGENDA**

**2. ADOPTION OF MINUTES**

**2.1 Minutes of the December 3, 2019 Council Workshop Meeting**

**3. PRESENTATIONS AT THE REQUEST OF COUNCIL**

**4. UNFINISHED AND NEW BUSINESS**

**4.1 Maple Ridge Nuisance Prohibition Bylaw No. 7596-2019**

Staff report dated December 10, 2019 recommending that the attachment to the December 10, 2019 report titled "Maple Ridge Nuisance Prohibition Bylaw No. 7596-2019" be forwarded to the January 14, 2020 Council Meeting.

**4.2 Fibre Strategy**

Staff report dated December 10, 2019 recommending that staff proceed with a Request for Proposal to obtain consultant services to support the City in developing and implementing the next phase of the City's fibre strategy.

#### 4.3 South-West Lougheed Residential Sub-Area Land Use Designations

Staff report dated December 10, 2019 recommending that an Official Community Plan Amending Bylaw be prepared to amend the Hammond Area Plan and that application 2018-489-RZ be brought back to Council for consideration of first reading.

#### 4.4 Maple Ridge Secondary School Track and Merkley Park Spectator Seating Upgrades and Washrooms/Change Rooms – Construction and Operating Agreements

Staff report dated December 10, 2019 recommending that the attachment to the December 10, 2019 report titled “Maple Ridge Secondary School Track and Merkley Park Spectator Seating Upgrades and Washrooms/Change Rooms – Construction and Operating Agreements” be forwarded to the December 10, 2019 Regular Council meeting.

#### 4.5 Maple Ridge Secondary School and Merkley Park Spectator Seating Upgrades and Washrooms/Change Room Facility Construction - Award of Contract

Staff report dated December 10, 2019 recommending that the attachment to the December 10, 2019 report titled “Maple Ridge Secondary School Track Spectator Seating Upgrades and Washrooms/Change Room Facility Construction - Award of Contract” be forwarded to the December 10, 2019 Regular Council meeting.

#### 4.6 Child Care Partnership – Family Education & Support Centre

Staff report dated December 10, 2019 recommending that the attachment to the December 10, 2019 report titled “Child Care Partnership – Family Education & Support Centre” be forwarded to the December 10, 2019 Council Meeting.

### 5. CORRESPONDENCE

#### 5.1 Upcoming Events

##### By Invitation to Mayor and Council

December 7, 2019 – January 5, 2020 Various times	GLOW Maple Ridge - Memorial Peace Park City of Maple Ridge
December 13, 2019 12:00 – 2:00 pm	Maple Ridge Seniors Centre – Christmas Lunch MR Seniors Activity Centre, MRSS
December 16, 2019 4:00 – 8:00 pm	CP Holiday Train – Port Haney Station Friends in Need Food Bank

**General Community Events**


December 16, 2019  
6:00 – 9:00 pm



Christmas Time at Haney House  
Haney House Museum

6. **BRIEFING ON OTHER ITEMS OF INTEREST/QUESTIONS FROM COUNCIL**

7. **MATTERS DEEMED EXPEDIENT**

8. **ADJOURNMENT**

Approved:   
Date: Dec 5/19

Space below for Clerk's Department Use Only	
Checked by:  Date: <u>Dec 5, 2019</u>	Checked by:  Date: <u>Dec 5/19</u>

City of Maple Ridge

**COUNCIL WORKSHOP MINUTES**

December 3, 2019

The Minutes of the City Council Workshop held on December 3, 2019 at 3:00 p.m. in the Blaney Room at City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

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**PRESENT**

*Elected Officials*

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

*Appointed Staff*

A. Horsman, Chief Administrative Officer  
C. Carter, General Manager Planning & Development Services  
D. Pollock, General Manager Engineering Services  
D. Boag, Acting General Manager Parks, Recreation & Culture  
L. Benson, Director of Corporate Administration  
S. Nichols, Deputy Corporate Officer  
T. Thompson, Chief Financial Officer

*Other Staff as Required*

C. Goddard, Director of Planning  
L. Zosiak, Manager of Community Planning  
A. Bowden, Planner 2, Community Planning

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Note: These Minutes are posted on the City Web Site at [www.mapleridge.ca](http://www.mapleridge.ca)  
Video of the meeting is posted at [media.mapleridge.ca/Mediasite/Showcase](http://media.mapleridge.ca/Mediasite/Showcase)

Note: Councillor Duncan was not in attendance at the start of the meeting.

1. **APPROVAL OF THE AGENDA**

R/2019-694

It was moved and seconded

**That the agenda of the December 3, 2019 Council Workshop Meeting be approved as circulated.**

CARRIED

2. ***ADOPTION OF MINUTES***

2.1 Minutes of the November 26, 2019 Council Workshop Meeting

R/2019-695

It was moved and seconded

That the Council Workshop minutes of November 26, 2019 be adopted as circulated.

CARRIED

3. ***PRESENTATIONS AT THE REQUEST OF COUNCIL*** – Nil

4. ***UNFINISHED AND NEW BUSINESS***

Councillor Duncan entered the meeting at 3:02 p.m.

4.1 2019-032-CP, Lougheed Transit Corridor Concept Plan

Staff report dated December 3, 2019 recommending that the Lougheed Transit Corridor Concept Plan be endorsed and serve as a guide for development pending the adoption of the Lougheed Corridor Area Plan.

The Manager of Community Planning introduced the item and A. Bowden, Planner 2, provided a detailed presentation to Council and responded to questions from Council.

R/2019-696

It was moved and seconded

That the Lougheed Transit Corridor Concept Plan be received and referred back to staff for further information as requested by Council.

CARRIED

4.2 Changes to Cheque Signing Protocols

Staff report dated December 3, 2019 recommending that elected officials be removed as signing officers on the City's bank accounts effective January 1, 2020.

R/2019-697

It was moved and seconded

That elected officials be removed as signing officers on the City's bank accounts effective January 1, 2020.

CARRIED

Councillor Robson – OPPOSED

#### 4.3 Water Service to Large Lot Suburban Developments

Staff report dated December 3, 2019 recommending endorsement of the implementation of the "Best Management Practice – Water Service for Large Lot Suburban Residential Development."

The General Manager of Engineering introduced the item. M. Canning, Acting Municipal Engineer, provided a presentation and responded to questions from Council.

R/2019-698

It was moved and seconded

That the implementation of the "Best Management Practice - Water Service for Large Lot Suburban Residential Development" be endorsed.

CARRIED

Councillor Duncan and Councillor Robson – OPPOSED

#### 4.4 Alouette River Ecosystem Partnership Update

Staff report dated December 3, 2019 providing Council with an update on the Alouette River Ecosystem Partnership (AREP).

The General Manager of Engineering provided a verbal update on progress to date and next steps, and responded to questions from council.

### 5. CORRESPONDENCE

#### 5.1 Upcoming Events

##### By Invitation to Mayor and Council

Wednesday, December 4, 2019 11:30 am 2:00 pm	Chamber of Commerce Nominees Christmas Luncheon, Pitt Meadows Golf Club Chamber of Commerce
Thursday, December 5, 2019 5:30 – 7:00 pm	Patient & Partner Advisory Committee Meeting, TBD Ridge Meadows Primary Care Network
Saturday, December 7, 2019 4:00 – 7:00 pm General Community Events	Winter Fest, Memorial Peace Park City of Maple Ridge and Partners
Saturday, December 7 10:00 am – 3:00 pm Open Houses - None	Ruskin Hall Christmas Market, Ruskin Community Hall

6. *BRIEFING ON OTHER ITEMS OF INTEREST/QUESTIONS FROM COUNCIL* – Nil
7. *MATTERS DEEMED EXPEDIENT* – Nil
8. *ADJOURNMENT* – 4:42 p.m.

Certified Correct

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M. Morden, Mayor

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L. Benson, Corporate Officer



**TO:** His Worship Mayor Michael Morden and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Maple Ridge Nuisance Prohibition Bylaw No. 7596-2019

**MEETING DATE:** December 10, 2019  
**FILE NO:**  
**MEETING:** Council Workshop

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**EXECUTIVE SUMMARY:**

The attached report is scheduled to be on the January 14, 2020 Council Meeting agenda for discussion and consideration of the recommendation. The Council Workshop forum provides an extended opportunity for Council to seek additional information if required, prior to decision-making.

**RECOMMENDATION:**

**That the attachment to the December 10, 2019 report titled “Maple Ridge Nuisance Prohibition Bylaw No. 7596-2019” be forwarded to the January 14, 2020 Council Meeting.**

*\*Original signed by Laura Benson\**

*Approved by: Corporate Officer*

**Attachment:**

- **Maple Ridge Nuisance Prohibition Bylaw No. 7596-2019** – staff report dated January 14, 2020



**TO:** His Worship Mayor Michael Morden      **MEETING DATE:** January 14, 2020  
and Members of Council  
**FROM:** Chief Administrative Officer      **MEETING:** Council  
**SUBJECT:** Maple Ridge Nuisance Prohibition Bylaw No. 7596-2019

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**EXECUTIVE SUMMARY:**

Council has expressed an interest in adopting a bylaw which would deal with problem properties in the City which are causing a nuisance to the community. As a result, this item was included in the Licences & Bylaw Department 2019 Business Plan and identified in the Council endorsed Matrix.

The R.C.M.P. and the Licences & Bylaw Department during the past few years have attended to complaints whereby owners or tenants are continually causing neighbourhood problems including drug dealing, drunkenness, obscene language, noise, and general nuisance behaviour. These complaints in some cases are frequent and the R.C.M.P. are repeatedly called to deal with tenants or occupants who have little or no regard for the impact of their behaviour on their neighbourhoods. In a number of cases these tenants or owners who occupy the property continue to engage with drunken behaviour, drug trafficking, profanity, screaming, grossly insulting language and littering not only on their property, but on public and private properties in the neighbourhood.

These properties are regularly taxing our resources and these costs are borne by the taxpayers of the City with little or no impact to those owners or occupants of the property. These properties continue to pose problems throughout the City with their related activities spilling out within the neighbourhoods and the area in general.

Furthermore, this bylaw would also address odours, illumination and other nuisances arising from businesses and private properties including individual medical marijuana licensed properties and larger cannabis production facilities. However, if the licensed cannabis production facility is located within the Agricultural Land Reserve, the affected neighbours will still need to file an official complaint with the Farm Industry Review Board. The Board will make recommendations to the operator and if they are not followed, the City can then take enforcement action. A recent legal opinion confirms this is mandated by the Provincial government and we cannot overstep their regulations.

This bylaw will allow the City to address those properties, hold the owners accountable for the nuisance related activities, charge the property owner Nuisance Abatement Fees for repeated calls for service, issue municipal tickets for causing or permitting a nuisance, as well as prosecution under the bylaw with a maximum penalty of \$10,000 plus the costs of prosecution.

**RECOMMENDATION:**

**That Maple Ridge Nuisance Prohibition Bylaw No. 7596-2019 be given first, second and third reading.**

## DISCUSSION:

Staff from the Licences & Bylaws Department, Fire Services and the R.C.M.P. are attending to an increasing number of calls for service related to nuisances. Many of these calls come from a small number of the same properties. Examples of such calls for service include those relating to properties that are unsightly and where drug trafficking is occurring, which result in negative impacts to the area and the enjoyment of the neighbourhood by the surrounding community.

These repeated calls for service relating to nuisances will result in recovery of Bylaw, Fire and R.C.M.P. costs associated with responding to such calls. Where there have been more than three service calls related to nuisances at the same property within a twelve month period, the City may impose upon the owner of the property a fee for each future response to a service call. Prior to imposing the fee, staff will send the property owner a notice advising of the particulars of the nuisance, the deadline for compliance and the imposition of a fee for future responses. The fee may be imposed within the 24 month period following the deadline for compliance as set out in the notice.

Section 8(3)(h) of the *Community Charter*, S.B.C. 2003, c. 26 permits Council to enact bylaws to regulate, prohibit and impose requirements in relation to the protection and enhancement of the well-being of its community, insofar as they relate to matters referred to in Section 64 of the *Community Charter*. Section 64 provides the following:

64 The authority of a Council under Section 8 (3) (h) [*spheres of authority – nuisance, disturbances and other objectionable situations*] may be exercised in relation to the following:

- (a) nuisances;
- (b) noise, vibration, odour, dust, illumination or any other matter that is liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public;
- (c) the emission of smoke, dust, gas, sparks, ash, soot, cinders, fumes or other effluvia that is liable to foul or contaminate the atmosphere;
- (d) refuse, garbage or other material that is noxious, offensive or unwholesome;
- (e) the use of waste disposal and recycling services;
- (f) the accumulation of water on property;
- (g) unsanitary conditions on property;
- (h) drains, cesspools, septic tanks and outhouses;
- (i) trees, weeds or other growths that council considers should be removed, cut down or trimmed;
- (j) the carrying on of a noxious or offensive business activity;
- (k) graffiti and unsightly conditions on property;
- (l) indecency and profane, blasphemous or grossly insulting language.

The definition of a nuisance, as outlined in the proposed bylaw, is in line with Section 64 of the *Community Charter* which prohibits a person or property owner from unreasonably interfering with another person or property owner's use and enjoyment of their property or public area. This definition will help capture a broad spectrum of nuisances that may unreasonably affect the use and enjoyment of a neighbouring community.

Where there are three or more Nuisance Service Call Responses at the same property within a twelve month period, the City may serve notice and impose upon the owner, Nuisance Abatement Fees for each additional Nuisance Service Call Response within a twenty-four month period following the date the nuisance must cease or non-compliance must be remedied as set out in the City's notice. The proposed fees are \$700 per response in addition to a \$300 administration and overhead fee for staff time.

The Nuisance Prohibition Bylaw would allow for recovery of R.C.M.P., Bylaw, Fire and staff costs from owners of properties where there have been repeated calls for service related to such nuisances.

a) Background Context:

SURVEY OF LOCAL MUNICIPALITIES

MUNICIPALITY	NUISANCE BYLAW
City of BURNABY	No
City of COQUITLAM	No
City of LANGLEY	No
Township of LANGLEY	No
City of MISSION	No
City of PITT MEADOWS	Yes
City of PORT COQUITLAM	No
City of PORT MOODY	No
City of SURREY	Yes

As noted in the above survey there are two neighbouring municipalities who have adopted a bylaw to deal with nuisance properties and both have not experienced any significant legal challenges.

b) Desired Outcome:

To effectively reduce the negative impacts of nuisances on the City's residents, municipal services and the R.C.M.P.

c) Strategic Alignment:

The proposed Nuisance Prohibition Bylaw would be another tool for Bylaw Compliance Officers and other City staff to deal with the negative impacts to the community as a result of these problem properties and aligns with the City's Community and Social Safety Plan. It is also consistent with the Community Safety priorities in Council's Strategic Plan.

**Business Plan/Financial Implications:**

The Licences & Bylaw Department has the capacity and resources to administer this bylaw with the current staff.

d) Alternatives:


The City can compel the property owner to appear before Council under the *Community Charter*, however this option is time consuming and does not recoup the costs associated with enforcement and repeated calls for service.


**CONCLUSIONS:**

The intention of a nuisance prohibition bylaw is meant to deal with nuisances on private property and motivate owners to mitigate the nuisance activities originating from their problematic properties, to recoup the costs of repeated calls for service, and to reduce the impacts to surrounding neighbours.

The primary method of achieving compliance will still be education followed by a request for voluntary compliance. Applying the Nuisance Service Call Response Fee will be sought after all other alternatives have been exhausted.

  
for Prepared by: Michelle Orsetti  
Manager of Bylaw & Licensing Services

  
Approved by: Christine Carter, MCIP, M.Pl.  
General Manager: Planning and Development Services

  
Concurrence: Al Horsman  
Chief Administrative Officer

Attachments:

Appendix I: Maple Ridge Nuisance Bylaw No. 7596-2019 DRAFT



City of Maple Ridge

## Nuisance Prohibition Bylaw No. 7596 - 2019

Effective Date:

City of Maple Ridge  
Nuisance Prohibition Bylaw No. 7596 - 2019

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City of Maple Ridge

Nuisance Prohibition Bylaw No. 7596 - 2019

A bylaw for Preventing, Abating and Prohibiting Nuisances

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**WHEREAS** Council wishes to exercise its authority pursuant to the *Community Charter [SBC] 2003, c.26*;

**AND WHEREAS** Council considers it necessary to adopt a bylaw for the purpose of prohibiting and requiring the abatement of nuisances on properties in the City of Maple Ridge;

**AND WHEREAS** section 8 (3) (h) of the *Community Charter* provides authority for Council to regulate, prohibit and impose requirements for the protection and enhancement of the well-being of its community in relation to matters referred to in section 64 [nuisances, disturbances and other objectionable situations];

**NOW THEREFORE**, pursuant to sections 8(3)(h), 16, 17, 64 and 194 of the *Community Charter*, the Council of the City of Maple Ridge, in open meeting assembled, **ENACTS AS FOLLOWS**:

**Part 1      Citation**

- 1.1      This bylaw may be cited for all purposes as the Nuisance Prohibition Bylaw No. 7596-2019.

**Part 2      Severability**

- 2.1      If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsequent, paragraph, subparagraph, clause or phrase.

**Part 3      Definitions**

- 3.1      In this bylaw:

**City** means the City of Maple Ridge.

**Nuisance** includes any activity which substantially and unreasonably interferes with a person's use and enjoyment of property, or with the use and enjoyment of a highway, park or other public place, and which may include matters such as, but not limited to:

- (i) noise, vibration, odour, dust, illumination or any other matter that is liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public;

- (ii) the emission of smoke, dust, gas, sparks, ash, soot, cinders, fumes or other effluvia that is liable to foul or contaminate the atmosphere;
- (iii) refuse, garbage or other material that is noxious, offensive or unwholesome;
- (iv) the accumulation of water on Property;
- (v) unsanitary conditions on Property;
- (vi) drains, cesspools, septic tanks and outhouses;
- (vii) the carrying on of a noxious or offensive business activity; and
- (viii) any other objectionable situation which constitutes a nuisance at law.

**Nuisance Abatement Fees** includes the **Nuisance Service Call Response** fee plus the administration and overhead fee as prescribed in Schedule "A" of this Bylaw.

**Nuisance Service Call Response** means an Officer's attendance at a **Property** for the purpose of responding to and investigating a complaint about a nuisance on that **Property**, or for the purpose of taking action under this Bylaw to abate the nuisance.

**Officer** means a Bylaw Officer, the Manager of Bylaws & Licensing Services for the City or designate, and shall include any members of the Maple Ridge Fire Department and the Royal Canadian Mounted Police.

**Owner**, in addition to any other meaning, includes:

- (i) the registered owner of the land, premises or **Property**;
- (ii) any **Person** residing on or in land, premises or **Property**;
- (iii) the **Person** entitled to the possession of land, premises or **Property** if there is no **Person** residing on or in the land, premises or **Property**; and
- (iv) a leaseholder;

and shall include the agent of any such **Person**.

**Person** includes natural persons of either sex, associations, corporations, bodies politic, co-partnerships, whether acting by themselves or by a servant, agent or employee, and the heirs, executors, administrators, successors and assigns or other legal representative of such persons.

**Property** means all real property, including but not limited to front yards, side yards, backyards, driveways, walkways, sidewalks and boulevards and shall include any building or structure located on such real property.

## **Part 4 Prohibitions and Nuisance Abatement**

### **4.1 Nuisances Prohibited:**

- (a) No **Owner** or **Person** shall cause a **Nuisance** on the **Owner's** land, premises or **Property**.
- (b) No **Owner** or **Person** shall permit land they own or occupy, to be used so as to cause a **Nuisance**.



- (c) An **Owner** or **Person** who causes or permits **Property** that he or she owns or occupies to be used so as to cause a nuisance shall abate or cause to be abated the activity which causes the nuisance.

4.2 If an **Owner** or **Person** fails to abate or cause to be abated the activity causing a nuisance, an **Officer** may abate or cause to be abated the activity which causes the nuisance in accordance with section 17 of the *Community Charter*.

4.3 Repeat Nuisance Service Calls:

- (a) Where there are three (3) or more **Nuisance Service Call Response(s)** at the same **Property** within a twelve (12) month period, the **City** may impose upon the **Owner** of that **Property** the **Nuisance Abatement Fees** for each additional **Nuisance Service Call Response** within the twenty-four (24) month period following the date of issuance of the **City's** notice pursuant to Sections 4.3(b) and (c) of this bylaw.

(b) The **City's** notice referred to in Section 4.3(a) of this bylaw shall state:

- (i) the particulars of the nuisance;
- (ii) that the nuisance must cease or the activity giving rise to the nuisance must be otherwise remedied within 30 days, or within the time prescribed in the **City's** notice;
- (iii) that if the **Owner** fails to comply with the **City's** notice, the **City** will impose the **Nuisance Abatement Fees** for each additional **Nuisance Service Call Response** at the same **Property** within the twenty-four (24) month period following the date of issuance of the **City's** notice; and
- (iv) that the imposition of the **Nuisance Abatement Fees** is in addition to the **City's** right to seek other legal remedies or actions for abatement of the nuisance.

(c) Service of the **City's** notice pursuant to Sections 4.3(a) and (b) of this bylaw will be sufficient if the **City's** notice:

- (i) in the case of service on an individual, is served personally or mailed by registered mail to the **Owner**; and
- (ii) in the case of service on a corporation, is served personally on a director, officer or manager of the corporation or by leaving it at or mailing it by registered mail to the registered office or other address of the corporation.

(d) If any fees imposed pursuant to this bylaw are unpaid as of December 31st in the year that they are imposed, they shall be added to and form part of the taxes payable on the **Property** to which the fees apply as taxes in arrears.

- (e) **Nuisance Abatement Fees** may be imposed by the **City** even if no **Person** has been charged with an offence relating to a nuisance, or if a **Person** charged with an offence relating to a nuisance was acquitted of all charges before a court or the charges are withdrawn, stayed or otherwise do not proceed.
- (f) Nothing in Sections 4.3(a) to (e) of this bylaw shall be construed to limit the City's other available remedies for violation of this or any other City bylaw.

## **Part 5      Inspection**

- 5.1 An **Officer** may, in accordance with section 16 of the *Community Charter*, enter on any **Property** at any reasonable time to ascertain whether the requirements of this bylaw, or any order issued pursuant to this bylaw, are being observed.

## **Part 6      Offence and Penalty**

- 6.1 Any **Person** who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of or neglects to do or refrains from doing any act or thing required to be done pursuant to any provision of this bylaw or any notice issued pursuant hereto, commits an offence and shall be liable to the penalties hereby imposed and each day that such violation is permitted to exist shall constitute a separate offence.
- 6.2 Any **Person** who violates any of the provisions of this bylaw shall, upon summary conviction thereof, be liable to a penalty of not less than \$100.00 and not more than \$10,000.00 plus the cost of the prosecution, or to a term of imprisonment not exceeding 30 days or both.

READ A FIRST TIME on [Date]

READ A SECOND TIME on [Date]

READ A THIRD TIME on [Date]

ADOPTED by the Council on [Date]

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PRESIDING MEMBER

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CORPORATE OFFICER

## **Schedules**

Schedule A – Nuisance Abatement Fees

City of Maple Ridge  
Bylaw No. 7596-2019

Schedule A  
Nuisance Abatement Fees

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Services Provided	Fee
Nuisance Service Call Response Fee	\$700.00 per response
Administration and Overhead Fee	\$300.00 per response



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

**MEETING DATE:** December 10, 2019

**FILE NO:**

**MEETING:** Council Workshop

**SUBJECT:** Fibre Strategy

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**EXECUTIVE SUMMARY:**

Access to an affordable broadband network is critical for stimulating and supporting economic development and innovation in a digital economy. The City of Maple Ridge has had a fibre strategy in place for many years and as a result, has been able to connect the majority its facilities to a city-owned active fibre network. While this network has realized significant cost reductions for the operation of the City's internet and telecom needs, a next phase in the City's fibre strategy will focus on maximizing additional benefits to the community.

The City posted a Request for Expression of Interest (RFEI) to gauge interest of potential partnership arrangements for the next phase of its fibre strategy. The RFEI did not prescribe a solution but rather identified the City's project objectives and the potential benefits to stimulate creative and innovative responses. The purpose of the RFEI was not to evaluate submissions and award a contract but rather to gain insight and understanding in order to prepare and build a framework for the next steps in any resulting procurement process.

The RFEI produced many interesting responses from a wide variety of Respondents. Although there were responses that identified mutually beneficial partnerships arrangements on specific fibre network and related assets, these responses did not yield holistic cost-sharing partnership arrangements designed to meet all of the City's identified project objectives.

The RFEI was very valuable in gaining insight into the marketplace and there appears to be significant interest to move forward on a competitive process. This competitive process would seek to engage the services of a firm with demonstrated success in developing and implementing holistic strategies to maximize benefits of fibre network and related assets for communities. A successful proponent would support City staff in developing and implementing all aspects of the next phase of its fibre strategy, including proposed expansion of the City's network and associated costs, return on investment calculations, revenue generating models, operation and maintenance agreements, policies to protect City interests, potential partnership agreements and support in obtaining clients for the City's collation space.

**RECOMMENDATION:**

That staff proceed with a Request for Proposal to obtain consultant services to support the City in developing and implementing the next phase of the City's fibre strategy.

## DISCUSSION:

### a) Background Context:

A broadband network is foundational for stimulating and supporting economic development and improving the life of City of Maple Ridge residents. With the continued growth of smart city technologies, e-commerce and knowledge-based sectors, the demand for internet bandwidth continues to grow, and many Cities are investing in city-owned infrastructure to support open access and dark fibre networks in their communities. In 2008 Coquitlam became the first municipality in Canada to lease out its unused fibre optic capacity to telecom providers that offer high-speed services for internet, phone, TV/video and cellular services to local customers at some of the best rates in the Country. Since that time, many other municipalities in BC, including New Westminster (Bridgenet), Nelson Fibre, Penticton, Kelowna and Campbell River have made similar investments.

City-owned dark fibre and open access networks provide many potential benefits to the community including:

- reducing the City's operating costs for internet and telecom services;
- providing a more resilient and secure means of communication between City facilities;
- competitively priced access to high-speed internet for consumers, businesses and local educational institutions;
- attracting businesses and increasing employment opportunities;
- increased investment by knowledge and technology-based industries with high bandwidth demands;
- collaboration with telecommunication providers;
- reducing the duplication of physical conduit paths, created by individual telecom providers;
- digital inclusion for community residents,
- opportunities to support SmartCity technologies such as real-time monitoring and measurement; and,
- a revenue source for the City.

Over 15 years ago, the City of Maple Ridge adopted a fiber network strategy for the community and began investing in city-owned infrastructure. This fiber strategy identifies strategic alignments for the installation of conduit/fiber in the City. These strategic alignments propose the connection of Primary sites, Secondary Facilities and Areas of Interest as the priority when building out this network in the community. Primary sites include Municipal Facilities. Secondary Facilities include schools, hospitals, institutions and community halls. Areas of interest are identified as commercial, institutional, civic and industrial areas as per the Official Community Plan land use. Areas of interest will also include lands designated through the City's Employment Land Investment Incentive Program.

As the City's fiber program has not been heavily funded, a methodology for the fiber strategy includes leveraging capital works and pavement resurfacing projects, as well as the reuse of abandoned infrastructure (i.e. water mains) where ever possible. In addition to the above, the City built specific capital projects/programs over the last several years to provide funding dedicated to the extension of its fiber/conduit network. This fiber strategy methodology has allowed the City to continue to expand the network while minimizing costs and disruption to the community.

Over the last 10 years the City has been able to connect the majority of its Primary sites: Municipal Facilities, with an active fiber network. The deployment of this active fiber network has resulted in the delivery of a robust, reliable and secure network infrastructure for City services, as well as a significant reduction in operating costs of the City's telecom and internet needs. In addition, early in the process, the City recognized the value in overbuilding the network to allow for future opportunities of collaboration and partnering with others. As a result, the City currently possesses a valuable community asset with excess capacity. In its current state, the City's fiber/conduit network includes:

- 2 km active fiber network;
- 144 stands of fiber in its active network; and
- over 26 km of continuous and dis-continuous sub-ducted conduit. The typical sub-ducted conduit consists of three sub-ducts

While the City has achieved significant reduction in operating costs for its own internet and telecom needs by connecting its facilities to its own active fibre network, in order to maximize the value of this asset to the community, the City needs to move forward on a next phase of its fibre strategy. This next phase will require a further build out, connecting dis-continuous conduit and providing meaningful access to the community. As a result, the City went out to market with a Request for Express of Interest (RFEI) to identify, understand and gauge interest from parties who may be interested in a collaboration and/or partnership with the City in the next stage of the City's fiber strategy and build.

The purpose of the RFEI was not to evaluate submissions and award a contract but rather to gain insight and understanding in order to prepare and build a framework for the next steps in any resulting procurement process. Interested parties were encouraged to respond to all or part of the Project Objectives set out in the RFEI and/or to provide a joint submission with others. Such Projective Objectives included the city retaining ownership of the network, access to an internet exchange and support of an open access network. The City also identified potential benefits to partners, including access to designated funds, colocation services and use of the existing network infrastructure. The City purposely did not prescribe a solution in the RFEI but rather identified Project Objectives and potential partner benefits. The City believed that taking this approach would allow the Respondents the freedom to propose the most innovative and creative solutions for the City of Maple Ridge. This information would aid the City in moving forward with its digital transformation and the build out of its fiber network and associated assets. Additionally, the RFEI was intended to determine whether there is sufficient marketplace interest to support proceeding to a competitive proposal process. Attached as Appendix A is a copy of the aforementioned RFEI.

A total of 12 responses were received from a wide spectrum of respondents, including civil engineering, cellular providers and consulting firms with an expertise in designing and implementing fiber strategies for communities. Although there were many interesting responses that did identify mutually beneficial arrangements for collaboration on specific elements of the fiber strategy and/or assets, none proposed a holistic and cost sharing arrangement. Rather, each of the Respondents identified where they would be able to support the City in the evolution of its fiber strategy in relation to specific assets.

The RFEI was very valuable for the City in gaining insight into the marketplace, and in understanding the value of City fibre and related assets to various Respondents. Through this process it became clear that if the City is to retain ownership of the assets and maximize the value of the fibre network for the community, the City will need to:

- develop a holistic strategy that encompasses all aspects of its fibre and related infrastructure;

- continue to and potentially increase investments in the network build; and,
- reach out to potential partners for mutually beneficial arrangements on specific assets.

The fibre related infrastructure includes more than just conduit and fibre, it also includes city facilities and infrastructure, data colocation space, operation and maintenance agreements, policies to protect City interests (i.e. dig once), and revenue generating opportunities.

Through the RFEI process, the City believes there is sufficient marketplace interest to move forward to a competitive process. Although the RFEI did not produce responses that identified holistic public, private partnerships designed to meet all City project objectives, responses did identify opportunities for mutually beneficial partnership arrangements on specific fibre network and related assets. As a result, staff recommends that the competitive process should seek to engage services with a firm that has demonstrated experience and success in supporting cities in the development and implementation of a city-owned fibre network that allows for open access. The consultant services would support the City in the development and implementation of a fibre expansion strategy that takes a holistic approach. The consultant would supply services, including the proposed expansion of the City's network and associated costs, return on investment, revenue generating model, policies to protect City interests, opening dialogs with providers of internet service and fibre optic line leasing and assisting the City in finding clients for fiber optics and data colocation space.

Throughout the RFEI process, the City has continued to move forward with its existing fiber strategy and in 2019 embarked on projects to install an additional 4,393 of metres of conduit. In addition, the City has extended its active fibre network to deliver access to fibre, extend free public WIFI and support the delivery music in Memorial Park, Spirit Square and onto 224<sup>th</sup> Street.

**b) Desired Outcome:**

Council endorse Staff's recommendation to proceed with a Request for Proposal to obtain consultant services to support the City in developing and implementing the next phase of the City's fibre strategy.

**c) Strategic Alignment:**

A city-owned, dark fibre and open access network will stimulate and support economic development and innovation in the community. Re-purposing abandoned infrastructure, as well as policies such as "dig once" will mitigate negative impacts on the environment during the build out of this infrastructure.

**d) Citizen/Customer Implications:**

An open access, city-owned broadband network can support competitively priced and affordable internet and related services, attract investment by knowledge and technology-based businesses, increase employment opportunities and provide revenue generating opportunities for the City.

**e) Interdepartmental Implications:**

The fibre strategy will provide clarity for the build out of the next phase of the fibre strategy which will increase the ease and collaboration of the build out.

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

A fibre strategy will help the City develop a funding model and plan, to ensure sustainable growth is achieved.

**g) Alternatives:**

In the absence of developing the next phase of the City's fibre strategy, the City will continue to follow the existing fibre strategy. The existing strategy was developed over ten years ago, and it does not take in to account technological or marketplace changes. The next phase of the City's fibre strategy will focus on a holistic strategy designed to maximize the benefit all fibre and related assets for the community.

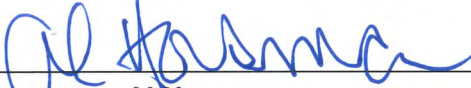
**CONCLUSION:**

Economical access to high speed internet services is essential to the health of our community and will support economic development and innovation in our community. The current marketplace limits choice. Developing and implementing the next phase of the City's fibre strategy will encourage competition and to improve access to wired and wireless services.



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Approved by: **Christina Crabtree**  
**Chief Information Officer**  
Title



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Concurrence: **Al Morsman**  
**Chief Administrative Officer**

**Attachments:**

(A) RFEI-IT18-49





## **CITY OF MAPLE RIDGE**

# **REQUEST FOR EXPRESSION OF INTEREST**

## **Fiber Strategy and Implementation Plan**

**RFE/IT18-49**

Issued: November 29, 2018

## INVITATION

The City of Maple Ridge ("City") is seeking Expressions of Interest from firms who are interested in assisting in the next phase of the development and implementation of the City's Fiber Strategy. The purpose of this RFEI is to identify, understand and gauge interest from parties who may be interested in collaborating and/or partnering with the City in the next stage of its fiber strategy and growth. This RFEI is intended to determine whether there is sufficient market interest to support proceeding to a competitive proposal process.

Firms interested in this opportunity are invited to obtain a Request for Expression of Interest package containing the requirements and complete instructions for submission of a response from BCBid: [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

A non-mandatory information session to discuss this project and to ask questions in the presence of the Information Technology Representative for this project will be held at City of Maple Ridge Municipal Hall, 11995 Haney Place, Maple Ridge, BC, McKenney Room on: Wednesday, December 12, 2018 starting at 9:00 am. For complete information please pre-register for this event by: December 7, 2018 to [nwalsh@mapleridge.ca](mailto:nwalsh@mapleridge.ca).

Attendance is non-mandatory to have your RFEI considered.

Submissions are requested on or before:

RFEI Closing Date:	January 16, 2019
RFEI Closing Time:	2:00 pm Pacific Time
RFEI Deposit Place:	Submissions are to be uploaded electronically to the City's confidential file transfer service accessed at the following link <a href="#">RFEI-IT18-49 Fibre Strategy and Implementation Plan Submission</a>

The file name should be your "**Company Name**" followed by the "**File Number**" of this opportunity (located on the cover page).

1. Upload ONE (1) complete file in .pdf format and send.
2. System will automatically acknowledge successful upload.
3. Submissions will be deemed successfully received when displayed as a new email in the inbox of the City email address.

The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Submissions not received.

For questions regarding this Request for Expressions of Interest contact Nichole Walsh, Purchasing Supervisor, [nwalsh@mapleridge.ca](mailto:nwalsh@mapleridge.ca); Tel: 604-476-2610; Fax: 604-467-7403.

The City may reject late submissions. There will be no public opening for this Request for Expression of Interest. The City will not be responsible for any cost incurred by the Respondent in preparing their submission.

**Schedule 1**  
**REGISTRATION OF INTENT TO RESPOND**  
**Request for Expression of Interest**  
**Fiber Strategy and Implementation Plan**  
**RFEIT18-49**

To ensure that your company receives any addenda and other correspondence related to the Request for Expression of Interest, you are required to complete and return this page to Nichole Walsh, Purchasing Supervisor.

Registration of Intent to Respond should be uploaded electronically to the City's file transfer service accessed at the following link: [RFEIT18-49 Intent to Respond](#)

1. The file name should be your "**Company Name**" followed by "**Intent to Respond**".
2. Upload ONE (1) file in .pdf format and send.
3. The system will automatically acknowledge successful upload.

Submissions will be deemed successfully received when displayed as a new email in the inbox of the City email address.

The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Submissions not received.

**Note:** Submitting this form to the City does not obligate the sender to submit a response.  
The following information is required (please print):

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

Address: \_\_\_\_\_  
(Please include postal code)

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

Title or Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

We have received a copy of the above noted RFEI, and

- ☐ We are interested in receiving related addenda and other correspondence.
- ☐ We will **not** be submitting a Response.

## **1. INTRODUCTION**

The City of Maple Ridge is inviting interested parties to respond to this RFEI, by identifying their interest in collaborating and/or partnering with the City of Maple Ridge in the second stage of a Fibre Strategy and Implementation Plan. It is the City's intent to maximize the benefit of the City's current and future fiber optic network to allow the City to support a robust and reliable high-speed infrastructure. A high-speed infrastructure is foundational for stimulating and supporting economic development and improving the life of City of Maple Ridge residents.

The purpose of this RFEI is to identify, understand and gauge interest from parties who would be interested to collaborate and/or partner with the City in the next stage of its fiber strategy and growth. Interested parties may want to respond to all or part of the Project Objectives set out herein and/or provide a joint submission with others. Both of the aforementioned approaches are acceptable and encouraged.

The current fiber strategy establishes strategic alignments for the installation of conduit/fiber in the City. These strategic alignments identify the connection of Primary sites, Secondary Facilities as well as Areas of Interest as the priorities when building out the City's network in the community.

The City is open to innovative approaches and, understanding that this invitation is broad, the City encourages all interested parties to review this invitation and to respond in full or in part to one or more of the elements set out in the Project Objectives.

## **2. BACKGROUND**

Approximately 20 years ago, the City of Maple Ridge adopted a fiber network strategy for the community. This fiber strategy identifies strategic alignments for the installation of conduit/fiber in the City. These strategic alignments propose the connection of Primary sites, Secondary Facilities and Areas of Interest as the priority when building out this network in the community. Primary sites include Municipal Facilities. Secondary Facilities include schools, hospitals, institutions and community halls. Areas of interest are identified as commercial, institutional, civic and industrial areas as per the Official Community Plan land use. Areas of interest will also include lands designated through the City's Employment Land Investment Incentive Program, attached as RFEI-IT18-49 Appendix A.

As this fiber program has not been heavily funded, a methodology for the fibre strategy included leveraging capital works and pavement resurfacing projects, as well as the reuse of abandoned infrastructure (i.e. water mains) where ever possible. In addition to the above, the City built specific capital projects/programs over the last several years to provide funding dedicated to the extension of its fiber network. This fiber strategy methodology has allowed the City to continue to expand the fiber network while minimizing costs and disruption to the community.

Over the last 10 years the City has been able to connect the majority of its Primary sites; Municipal Facilities, with an active fiber network. The deployment of this active fiber network has resulted in the delivery of a robust and reliable network infrastructure for City services, as well as a reduction in operating costs of the City's telecom and internet needs. The current active fiber network consists of 144 strands of fiber, connecting Municipal Facilities across a 2 km distance.

**RFEI-IT18-49**  
**Fiber Strategy and Implementation Plan**

Early in the process, the City recognized the value in overbuilding its fiber/conduit network to allow for future opportunities of collaboration and partnering with others. As a result, the City currently possesses a valuable community asset with excess capacity. In its current state, the City's fiber/conduit network includes:

- 1. 2 km active fiber network;**
- 2. 144 stands of fiber in its active network; and**
- 3. over 22 km of continuous and dis-continuous sub-ducted conduit. The typical sub-ducted conduit consists of three sub-ducts.**

Two maps providing more details on the specifics of the City's fiber network and corresponding strategy can be found attached as RFEI-IT18-49 - Appendix B, 2018 Strategic Conduit Alignments and RFEI-IT18-49 – Appendix C, Communication Ductwork, which is a simplified version of Appendix B.

More recently and in preparation for facilitating collaboration and attracting partners to further develop and build a valuable community fiber network asset, the City has refrained from entering into any long-term contracts for its telecom, internet and cellular servicing needs. Furthermore, the City has also refrained from entering into any long-term contracts for the management of its active fiber network.

Over and above the value of this fiber/conduit network, the City has also developed a small WIFI footprint in and around the downtown core. This WIFI network is a community amenity that seeks to benefit citizens and visitors with free WIFI access. The City also owns, operates and maintains several towers, with select towers currently providing lease arrangements to a variety of tenants.

Moreover, the City has identified potential colocation service locations that could be beneficial to a variety of potential partners. These colocation services may be achieved through the use of existing space and/or a more robust and enhanced colocation facility such as that designed to be incorporated into the new Fire Hall 4 (expected completion Spring 2020).

#### **4. OUR PROJECT REQUIREMENTS**

As stated in the Invitation, the purpose of this RFEI is to identify, understand and gauge interest from parties who would be interested in a collaboration and/or partnership with the City in the next stage of the City's fiber strategy and build.

The purpose of this RFEI is not to evaluate submissions and award a contract but rather to gain insight and understanding in order to prepare and build a framework for the next steps in any resulting procurement process.

The City is purposely not prescribing the solution in this RFEI but rather is identifying the Project Objectives and potential partner benefits. The City believes taking this approach will allow Respondents to propose the most innovative and creative solutions for the City of Maple Ridge to consider moving forward with its digital transformation and the build out of its fiber network.

## 5. PROJECT OBJECTIVES

The City of Maple Ridge is gathering information from interested parties wanting to collaborate with the City on a fiber strategy and implementation plan that will support the following goals, objectives and community benefits to;

1. achieve secure, reliable and regionally competitive pricing for high speed (Gigabit) internet services for municipal, commercial, industrial and institutional sites in Maple Ridge;
2. achieve secure and reliable high speed (Gigabit) internet services for current and future municipal and non-profit sites in Maple Ridge;
3. encourage economic development opportunities based upon access to quality and innovative communications services in the City of Maple Ridge;
4. allow for an open access network which serves the needs of municipal, commercial, industrial and institutional users connected to an internet exchange point to allow opportunities for data providers to obtain clients;
5. provide a solution that delivers backhaul to an internet exchange point;
6. improve service delivery to the City's internal and external customers based upon leveraging the City's current telecommunications network and proposed plan (see RFE-IT18-49 - Appendix D, Description of Telecommunication Services);
7. improve the cost-effectiveness of internet services to the community as a whole;
8. grow the network footprint in alignment with the Official Community Plan for the future including external connections to one or more transit exchanges;
9. permit the City to retain ownership of all conduit and fibre in any partnership and/or collaboration effort and/or arrangement;
10. encourage a partnership revenue streams and/or reduced City operating costs;
11. develop a plan to support the maintenance and repair of existing and future fiber;
12. develop a business structure where the City does not 'manage' the network directly;
13. develop a business structure where the City does not 'manage' directly its colocation services;
14. develop a partnership within which the City will provide an annual growth strategy;
15. create a strategy to develop a North Fraser fiber optic path that would serve the communities to the North of the Fraser River.

## 6. POTENTIAL PARTNER BENEFITS

By collaborating with the City of Maple Ridge on this project, the City believes that there are tremendous potential benefits for partners, both immediately and in the long term. Such benefits may include some or all of what is listed below. There may also be additional benefits to a potential partner which are not included in this list.

1. Potential access to designated funds, set aside to build out the City's fiber network;
2. Potential access to robust and reliable colocation services at City facilities;
3. Potential access to the existing network infrastructure which is comprised of roughly 22 km of conduit and 2km of 144 strands of fiber (mix of lit and un-lit);
4. Potential to shape the successful delivery of a fiber network in the City of Maple Ridge, which will drive economic development and benefit the community.

## **7. RFEI CONTENTS and RESOURCES**

The RFEI includes;

- 1) Invitation;
- 2) Schedule 1 - Registration of Intent to Respond;
- 3) Article 1 through 12;
- 4) RFEI-IT18-49 - Appendix A: Maple Ridge Employment Land Investment Incentive Program;
- 5) RFEI-IT18-49 - Appendix B: 2018 Strategic Conduit Alignments;
- 6) RFEI-IT18-49 - Appendix C: Communication Ductworks;
- 7) RFEI-IT18-49 - Appendix D: CMR Telecommunications Network and Proposed Plan;
- 8) RFEI Form of Response (to be submitted with the response).

## **8. RESPONSES AND INFORMATION REQUESTS**

In order to submit a response to this RFEI, please complete the attached Schedule 1 - Registration of Intent to Respond. Please save the completed document in PDF format. Additional documentation may be submitted for consideration. Please upload ONE (1) complete document only - as per instructions in Invitation section.

If two or more entities are cooperating in the submission of a response to this RFEI, the response should be in the name of one (1) Respondent only, which will be considered by the City to be the Prime Respondent. The response should identify all firms cooperating in the RFEI process, their qualifications, and their respective roles.

The City may, after the submission of a RFEI response, request additional information from any Respondent(s) regarding their submission without any obligation to any other respondent(s).

A non-mandatory information session to discuss this project and to ask questions in the presence of the Information Technology representative for this project will be held at City of Maple Ridge. See INVITATION section for details.

## **9. CLOSING DATE AND TIME AND SUBMISSION INSTRUCTIONS**

Refer to the INVITATION section for the Closing Date and Time and submission instructions.

The City may or may not, at its sole and absolute discretion, accept responses delivered after the Closing Date and Time, but is not obligated to do so.

## **10. GENERAL TERMS AND CONDITIONS**

**10.1 No Responsibility for Costs.** Respondents are solely responsible for the risk and cost of preparing and submitting responses to this RFEI. The City shall not be responsible for any liabilities, costs, expenses, losses or damages incurred or suffered by a Respondent by reason of its participation in this RFEI process.

**10.2 No Representations.** The information contained in this RFEI is for information purposes only and is not intended to be relied upon by Respondents. The City makes no representations or warranties, express or implied, as to the accuracy or completeness of such information.

**10.3 No Contractual or Legal Obligations.** This RFEI is not intended to constitute, or be interpreted as a call for tenders or proposals and no Contract A is formed as a result of this RFEI.

This RFEI is not intended to constitute or be interpreted as a pre-qualification process. Submission of a response to this RFEI is not intended to, nor does it, create any contractual or other legal obligations or duties whatsoever owed to any Respondent or solution proponents by the City, including any obligation or duty to accept or reject information, to enter into negotiations or decline to enter into or continue negotiations, or to award or decline to award a contract. Without restricting the generality of the foregoing, no contractual relations shall exist between the City and any Respondent to this RFEI, except that by submitting a response to this RFEI a Respondent acknowledges and accepts the provisions of this section 10 (General Terms and Conditions).

#### **10.4 Freedom of Information and Protection of Privacy Act.**

CMR is subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c.165 ([http://www.cio.gov.bc.ca/cio/priv\\_leg/foipppa/leg\\_regs.page](http://www.cio.gov.bc.ca/cio/priv_leg/foipppa/leg_regs.page)) and the associated regulations, as the same may be replaced, amended or supplemented from time to time ("FOIPPA"). CMR may be required to disclose information provided to it pursuant to FOIPPA, even if CMR has objected to such disclosure. Respondents are requested to identify any information or records submitted in their responses that they are supplying to CMR in confidence and consider to constitute trade secrets or commercial, financial, labour relations, scientific or technical information, the disclosure of which could reasonably be expected the City to harm significantly their, or a third party's, competitive or negotiating position or result in any undue financial loss or gain. The City shall not be liable for disclosure, pursuant to a request under FOIPPA, of any information or record submitted by a Respondent that is not identified by that Respondent as provided above. CMR shall not be liable for any disclosure ordered pursuant to the provisions of FOIPPA.

**10.5 Ownership and Confidentiality of Information.** All information, including any documents submitted to the City by a Respondent in connection with this RFEI, becomes the property of CMR and will not be returned to Respondents. Responses will be received and held by the City in confidence, subject to the following exceptions: (i) provisions of FOIPPA and any other applicable legal or regulatory requirements that may require disclosure of such information; (ii) disclosure to the City's governors, officers, employees, contractors or advisors with a need to know; (iii) disclosure to funding Agencies and their employees and advisors. The City is not responsible for the receipt or confidentiality of any documents delivered by facsimile transmission or email.

**10.6 Future Process.** Participation in this RFEI and the submission of a response to this RFEI is not a pre-condition to participation in any subsequent competitive process, if any, as discussed in Section 12. If the City decides, at its sole and absolute discretion, to implement a subsequent competitive process, the City may invite proponents who did not participate in this RFEI to participate in such subsequent process.

If a subsequent competitive process is initiated, the City is under no obligation to advise any Respondent to this RFEI. Respondents should monitor the BC Bid website ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) for such opportunities.

#### **10.7 Governing Law.**

This RFEI shall be governed by and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein, excluding any conflict of laws, rules that may apply therein.



## **11 COMMUNICATIONS**

All communications in respect of this RFEI are requested in writing to the Purchasing Contact, Nichole Walsh, Purchasing Supervisor, [nwalsh@mapleridge.ca](mailto:nwalsh@mapleridge.ca) Tel: 604-476-2610, Fax 604-467-7403.

The City is not responsible for any instructions or information given to any Respondent except as made or authorized through the Purchasing Contact. All communications should originate from the contact person identified on the RFEI Form submitted.

If two or more entities are cooperating in the submission of a response to this RFEI, all discussions, communications, or correspondence related to the response will be between the City and the prime Respondent only.

Respondents are requested to submit in writing, any questions regarding the Scope of Services, discrepancies, omissions or any apparent ambiguities to the Purchasing Contact no later than 5 business days prior to the closing date and time. The City is not responsible for questions received past this date. Responses and answers to such questions will be posted as an addendum on the BC Bid website.

## **12. POST-RFEI PROCESS**

If the RFEI process reveals viable response and interest, the City may, at its sole and absolute discretion construct an RFP to put out to tender. The City is not obligated to proceed with a subsequent competitive process even if there are viable responses.

A competitive process could involve evaluation criteria (e.g. Request for Proposals); if the City proceeds with a competitive process, and a contract or an agreement were to be concluded, any agreement may require approval by City Council.

**RFE-IT18-49**  
**Fiber Strategy and Implementation Plan**  
**Expression of Interest**  
**RESPONSE FORM**

**Contact Information:**

Business Name:			
Contact Person:			
Address:			
Phone Number:		Fax Number:	
Email Address:		Website:	

**Corporate Information**

Name of Organization:	
Organization Type <ul style="list-style-type: none"> <li>• Start up</li> <li>• Small to Medium Sized</li> <li>• Multi-national</li> <li>• Other</li> </ul>	
Describe your areas of expertise (technologies, products, services)	
What products/solutions do you have in the market that align with this initiative? <ul style="list-style-type: none"> <li>• Do any of these have a municipal application?</li> </ul>	
Market Penetration <ul style="list-style-type: none"> <li>• Local</li> <li>• Provincial</li> <li>• National</li> <li>• International</li> </ul>	
Head office location	
Years in Business	
# of Staff	
# of clients <ul style="list-style-type: none"> <li>• # of municipal clients</li> </ul>	
What experience have you had with public sector clients? Describe.	
Do you have public/private	

partnership experience that would be comparable to this project? Provide examples.	
<b>Opportunity/Project</b>	
Are the vision and objectives/outcomes of the project as described realistic and achievable?	
Is the scope of the project realistic? What else should be included in any possible scope?	
Is the project attractive to you? As described would your firm be interested in collaborating/partnering with the City on this project for the next stage of fiber strategy and growth?	
What high level approach would you take in developing a partnership with the City in relation to the opportunity we have described?	
Do you have an existing model/solution in mind? Please describe.	
Please identify what assets/elements listed in the RFEI would be important/attractive to you in a potential partnership?	
What would a typical development project plan/timeline look like?	
Are you aware of any new or emerging technologies that could change our approach to the opportunity as stated?	
What are the risks associated with this project? How would you manage those risks?	
Are there barriers that need to be addressed? What are they and how would you address them?	
Are there any IP rights to be considered?	

Are there any 3rd party involvement/relationships that would need to be considered?	
Do you require an NDA to submit additional information?	
<b>Future Procurement Opportunity</b>	
Would you consider participating in a subsequent competitive process? If not, why not?	
Do you currently have risk/reward or gain sharing models in place? <ul style="list-style-type: none"> <li>Provide an example of the model you would recommend for this project</li> </ul>	
Would a potential bid submission be on behalf of a consortium? If yes, list potential consortium members.	
What challenges would you expect to face if you entered a competitive process?	
What non-proprietary criteria should be considered for the evaluation of proposed solutions?	
<b>Other</b>	
What have we missed?	

References	Reference #1	Reference #2	Reference #3
Contact Name			
Phone Number			
Email Address			
Project			

**Available, Affordable Industrial Land**



**Access to Markets**



**Skilled Labour**



# **Maple Ridge Employment Land Investment Incentive Program**

**2015-2018**

*Explore why this is the  
best place in  
Metro Vancouver to  
grow your business*

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



**MAPLE RIDGE**

British Columbia

# An Exceptional Metro Vancouver Investment Opportunity

## The land of opportunity

It's no secret that it can be incredibly expensive to operate a business in Vancouver: high overhead, a lack of available land, congestion, and sky-high housing costs for employees all drive up the cost of doing business.

It's why so many businesses are looking to locate in Maple Ridge. We offer available and affordable land, access to markets, lower taxes and affordable housing.

### Access to markets

The provincial government has invested over \$1 billion in transportation infrastructure in the region, making it easier and more affordable to move your goods and services throughout Metro Vancouver and the Lower Mainland, across Canada, and to the USA.

### Lower costs for businesses

Locating your business in Maple Ridge is good for your bottom line: we not only have the most affordable industrial land in Metro Vancouver, businesses enjoy lower taxes and development cost charges (DCCs).

### Employee recruitment and retention

Maple Ridge is a family-oriented community that offers an exceptional lifestyle for your employees: affordable real estate that's only minutes away from the great outdoors and downtown Vancouver.

## To Qualify

The project must be on identified Employment Land with the building permit issued by December 28, 2018.

Qualifying projects enjoy:

- Building Permit Fee discounts
- five years municipal tax



exemption, with up to ten years for "green" projects

- a host of other benefits

## Tax Exemptions

The basic municipal tax exemption applies for five years; "green" projects may qualify for a total of ten years. For commercial renovations, the municipal tax exemption applies to the change in "non-market value" as determined by BC Assessment.

## Energy Companies

Developers are encouraged to explore the programs and valuable resources offered by energy companies to achieve the maximum exemption offered by this program.

FortisBC and BC Hydro have programs to assist with researching, designing, building and financing alternative energy-efficient systems. If you'd like to learn more about your options, we can help you connect with the appropriate contacts and resources.

## Brownfield Renewal Program

Brownfields are under-utilized or vacant commercial sites with actual or perceived contamination issues. These sites are often located in prime areas and have excellent re-development potential.

The BC Brownfield Renewal Program and the Federation of Canadian Municipalities' Green Municipal Fund provide tools, resources and funding to help restore these sites for high-value commercial and industrial uses.

## For More Information

Application forms and details on the Employment Land Investment Incentive Program 2015-2018 are available at [investmapleridge.ca](http://investmapleridge.ca)

Call 604-467-7320 or e-mail [invest@mapleridge.ca](mailto:invest@mapleridge.ca) for more information.

**Employment Land Investment Incentive Program 2015-2018**

## Employment Land Investment Incentive Program At-a-Glance

Criteria: <sup>1</sup>	Eligible Project	Green Project <sup>4</sup>		
Building permit must be issued by Friday, December 28, 2018	New Construction or Renovation ≥ \$250,000	New Construction or Renovation ≥ \$250,000		
See Map	Employment Lands	Employment Lands		
Incentive Package <sup>1</sup>				
Partnering Incentive <sup>2</sup>	50% of DCCs to a max. of \$50,000	50% of DCCs to a max. of \$75,000		
Property Tax Exemptions <sup>3</sup>	Year 1	100%	Year 1	100%
	Year 2	80%	Year 2	90%
	Year 3	60%	Year 3	80%
	Year 4	40%	Year 4	70%
	Year 5	20%	Year 5	60%
	Year 6	0%	Year 6	50%
			Year 7	40%
			Year 8	30%
			Year 9	20%
			Year 10	10%
			Year 11	0%
Building Permit Fee Discount <sup>5</sup>	Renovations: 50% plus additional \$1,200 New building: 50% plus additional \$6,000	Renovations: 50% plus additional \$1,200 New building: 50% plus additional \$6,000		
Brownfield Support – tools, resources, potential funding	Yes	Yes		

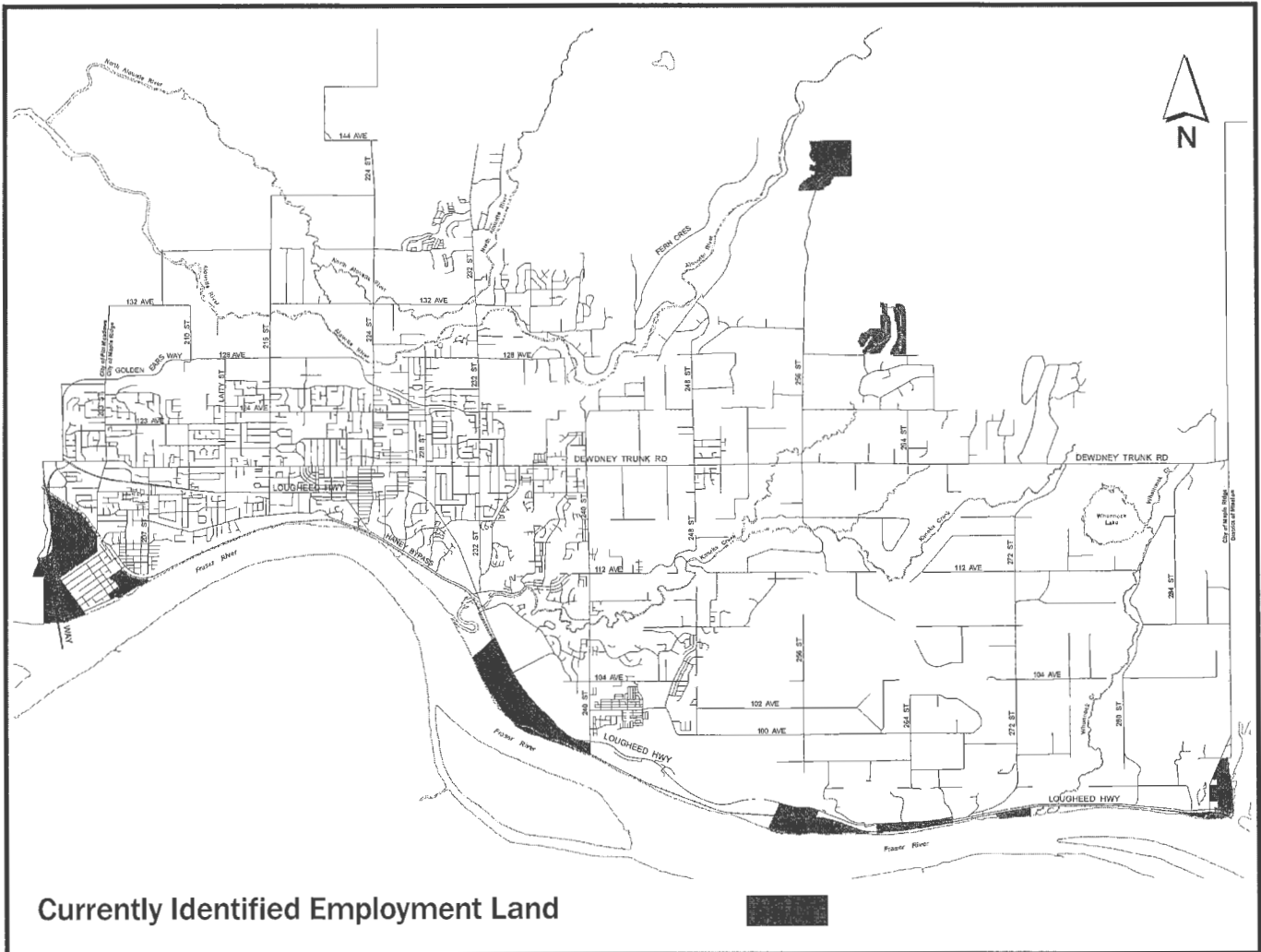
1. Must also comply with all land use regulations; may require development variance applications; if a conflict exists between existing bylaws/regulations and this Program, the former will prevail.
2. Fulfilment of agreed-upon Employment Land Investment Incentive Program's reasons, objectives and principles as noted in Part 5 of the Maple Ridge Revitalization Tax Exemption Employment Land Investment Incentive Program Bylaw No. 7112 - 2014, to be negotiated on a project-by-project basis; maximum \$500,000 in partnering incentives available as at October 14, 2014.
3. Property tax exemption from general municipal tax portion, on non-market change in assessed value.
4. Enhanced level of incentives available for projects achieving LEED-Silver or better certification, or for those choosing energy that does not consume non-renewable resources, and is not provided by BC Hydro, including solar, wind, water, geothermal, and biomass.
5. Building permit discount not to exceed total building permit fee.

### Employment Land Investment Incentive Program - Ineligible Uses:

Incentives apply to all industrial uses defined in the Maple Ridge Zoning Bylaw, except the following uses:

- Dance schools, fitness centres and gymnastics schools
- Auction marts
- Mini-warehouses
- Parking of unoccupied commercial and recreational vehicles
- Indoor commercial recreational uses
- Restaurants
- Childcare centres
- Retail warehouse operations ("big box")
- Operations relating to medical marihuana

# Employment Land Investment Incentive Program Map and Application Information



*The shaded areas have been identified as being eligible for the Employment Land Investment Incentive Program. Additional employment land identified by Council may be added to the program.*

## For more information

Application forms and details on the  
Employment Land Investment Incentive Program 2015-2018 are available online  
[investmapleridge.ca](http://investmapleridge.ca)

Phone: 604-467-7320 | Fax: 604-467-7335 | e-mail [invest@mapleridge.ca](mailto:invest@mapleridge.ca)

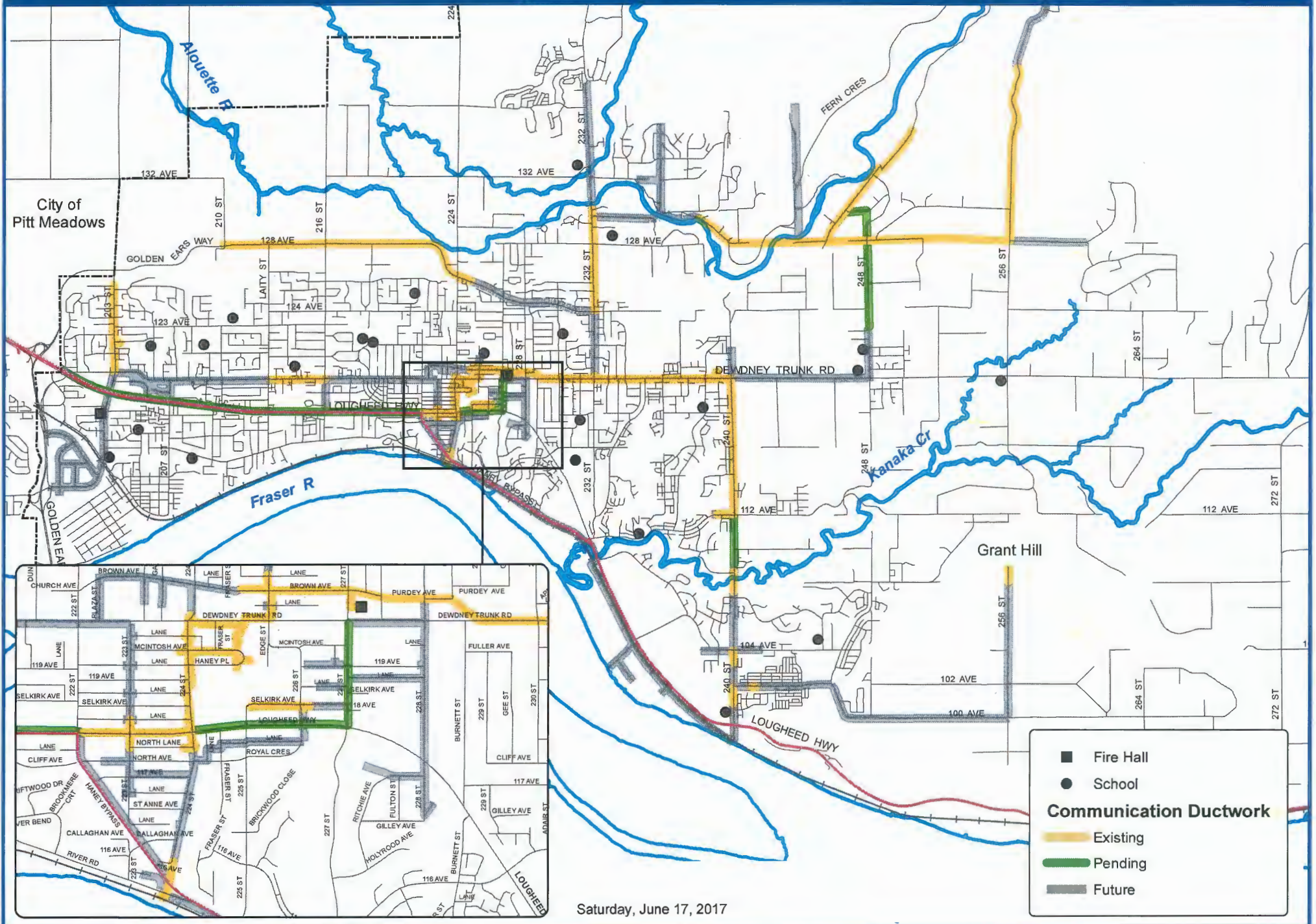
## Employment Land Investment Incentive Program 2015-2018







# Existing, Pending and Future Fibre Routes within the City of Maple Ridge





**City of Maple Ridge**  
**RFEI-HT18-49**  
**Fibre Strategy and Implementation Plan**

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**TO:** All Respondents                      **DATE:** December 17, 2018  
**FROM:** Nichole Walsh                      **SUBJECT:** ADDENDUM # 1

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**This addendum forms part of the Request for Expression of Interest for the project stated above and is to be read, interpreted and coordinated with all other parts.**

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This addendum is being issued to provide Respondents with the questions and responses provided at the non-mandatory information session held at 9:00 am on December 12, 2018, and to provide further clarification on specific topics.

Question 1	How flexible is the City in meeting the objectives set out in the RFEI?
Answer 1	We are hoping to meet all of the objectives in the RFEI but nothing is set in stone and the City of Maple Ridge (CMR) wants to be flexible. For example, CMR would prefer to retain ownership of the Fibre; however we do not want to rule anything out as potential partners may propose a scenario where it makes sense to look at things differently. CMR has purposely crafted the RFEI in such a way to allow for the most flexible and innovative responses.
Question 2	What kind of partnership is the City looking for?
Answer 2	<p>Respondents are invited to respond to all or some of the elements in the RFEI. CMR is looking to partner on all aspects of the build out of its fibre strategy and network.</p> <p><b>Clarification:</b> The purpose of this RFEI is to understand what is important or of interest to Respondents in forming a partnership with CMR to develop and implement its fibre strategy. CMR plans to use the information gathered through this RFEI process, to develop an RFP that offers an attractive opportunity to partner with CMR in meeting its desired goals and objectives.</p>
Question 3	The fewer the suppliers the better? Is the city looking for a turn key solution?
Answer 3	<p><b>Clarification:</b> CMR has written this RFEI to allow individuals to respond to all or part of this document. CMR is also open to Respondents providing a joint response to this RFEI. CMR is not necessarily looking for a turn key solution; however, would be open and interested in such as solution.</p>
Question 4	How much of the current fibre operations are being contracted out?

Answer 4	CMR currently owns its conduit and fibre network. CMR does not currently contract out any of the work relating to operating the fibre network.
Question 5	Have you been talking to Mission about a North Fraser route?
Answer 5	There have been no formal conversations or commitments made related to a North Fraser route.
Question 6	The RFEI is talking about revenue sharing, what is the nature of the current revenues?
Answer 6	<b>Clarification:</b> CMR is not currently collecting revenue from its existing Fibre network. The objectives for this initiative include, but are not limited to, increasing economic opportunities, connecting primary and secondary sites and areas of interest and in reducing CMR's telecommunications operating costs.
Question 7	The City cannot currently have much in terms of operating costs, does it?
Answer 7	No, CMR currently has 2km of an active fibre network and there are not significant costs associated with operating that active network. When we refer to operating costs we are including all costs associated with telecommunications services to and between sites. For example, relating to a co-location facility, we would hope to run our server network at \$0.
Question 8	[In relation to access to internet exchange points] What about access to conduit across the Golden Ears bridge?
Answer 8	CMR currently does not currently have access to conduit/fibre across the Golden Ears Bridge. Yes, CMR is interested in that route or other routes to successfully connect to an Internet Exchange Point.
Question 9	There were various questions asked and answered related to the details of existing conduit.
Answer 9	Please refer to Answer 36 for the inventory.
Question 10	Are there any preliminary capital expenditure numbers for connecting various sites?
Answer 10	No, we have not obtained costing for connecting all primary and secondary sites and areas of interest.
Question 11	Is the School District and Hospital interested in contributing funding?
Answer 11	There are no commitments from either at this time.
Question 12	Does the city envision CMR providing internet services to business?
Answer 12	No. CMR is not seeking to provide internet services to businesses. CMR may be interested in leasing Fibre, not offering services.
Question 13	Where are you at with Telus with Fibre?
Answer 13	CMR cannot answer questions relating to Telus Fibre. Telus did provide a presentation to Council at a Dec 11, 2018 Workshop. The link to that



	<p>presentation can be found at :  <a href="http://media.mapleridge.ca/Mediasite/Play/57426ac3cc37427486b4251351d31b831d">http://media.mapleridge.ca/Mediasite/Play/57426ac3cc37427486b4251351d31b831d</a></p>
Question 14	If our firm were to partner with CMR and place the conduit and then want to run our own cable through, would we need to pay rent to CMR on that cable?
Answer 14	<p>This would depend on the terms of the partnership agreement. This may be one possible scenario and there may be others.</p> <p><b>Clarification:</b> CMR is looking to potential partners to identify what type of partnership arrangements would be attractive to them in a partnering arrangement to assist CMR in the development and implementation of its fibre network.</p>
Question 15	How does CMR currently manage Fibre?
Answer 15	We have no existing long-term contracts to manage Fibre and the service is currently handled in house.
Question 16	How many towers does the City own? Are they connected to Municipal fibre?
Answer 16	<b>Correction:</b> At the onsite information session CMR responded that the City owns two Towers. The correct answer is that the City owns one Tower on Grant Hill with no fibre connection to CMR's network.
Question 17	Anything specifically looking technically for the backhaul?
Answer 17	We would like to have dark fiber, but would be willing considered increased bandwidth.
Question 18	Has the City approached Pitt Meadows or Mission?
Answer 18	We have had discussions with other Municipalities in the past, including Pitt Meadows, Mission and Langley. There are no commitments in place. The City is looking for access to an Internet Exchange Point and interested in any and all ways to get there.
Question 19	Does the city have a separate line item on their books for their communications infrastructure?
Answer 19	No there is not a separate line item that captures all of the conduit and fibre infrastructure. Fibre and conduit assets are included in our asset inventory.
Question 20	So, to clarify, the City has no way back to the books that details the Fibre inventory?
Answer 20	Yes, CMR has a fibre inventory. There is currently 2km of active fibre. Conduit is now typically put in as 3 sub ducts in a 4" conduit. Fibre inventory can be viewed using our online map service called RidgeView ( <a href="https://gis.mapleridge.ca/ridgeview/ridgeview.html">https://gis.mapleridge.ca/ridgeview/ridgeview.html</a> ). Under the [Legend\Tools] pane, select the 'Layers' tab and change the theme to 'Utilities'
Question 21	How old is the current conduit system? Is there copper in the conduit?

Answer 21	The majority of the conduit has been placed within the last 10 years. There is some conduit as old as 20 years. In some instances, older decommissioned infrastructure (i.e. watermains) have been repurposed for use as conduit. There is no copper in the conduit.
Question 22	Is most of the pipe empty?
Answer 22	Yes.
Question 23	In sub duct?
Answer 23	All active Fibre is in sub ducted conduit.
Question 24	How much are you trying to emulate what Qnet is doing as an organization?
Answer 24	<p>CMR is open to various options and is not necessarily trying to emulate Qnet. In a perfect world, CMR would own the conduit and Fibre and lease out Fibre strands.</p> <p><b>Clarification:</b> CMR is looking to achieve solutions that provide the most benefit to the community. CMR likes the model of New West and Qnet but does not know if they can emulate it. CMR is looking to connect areas that CMR cannot afford to connect without some other partnership benefit. CMR is looking at a long terms ROI.</p>
Question 25	How far along is CMR with the community regarding this RFEI? Could this RFEI be perceived as a disservice to the community and Telus?
Answer 25	<p><b>Clarification:</b> No, this RFEI is not as a disservice to the community, Telus or any other service provider. The City has been working with Maple Ridge citizens who sit on the Technology Task Force who are knowledgeable, engaged and supportive of this separate RFEI project.</p>
Question 26	Is there a timeframe for this project? How long do you think it will take this project to get up & running?
Answer 26	We have not identified a timeframe for this project. We are looking for a long term plan with milestones to determine what gets built out and connected and on what timeline.
Question 27	Is the IT department currently teamed up with CMR Engineering on projects?
Answer 27	<p>Yes. IT works with Engineering when any infrastructure is being installed or upgraded to see where the opportunities are to include conduit in those projects that support the existing Fibre strategy.</p> <p><b>Clarification:</b> The City's IT Department also collaborates with the development community through its Planning Department, to request the installation of communications conduit developments along key transportation corridors.</p>
Question 28	In the RFEI there is a statement, "Potential access to dedicated funds to build out infrastructure," – what does this mean?

Answer 28	Funds to install conduit by leveraging engineering and roads projects have been identified and funded through specific capital projects over the past several years. There may be an opportunity to go to Council to have these dedicated funds, redirected into a fibre strategy and implementation program. In addition, there are some unallocated funds in CMR's fibre program.
Question 29	Is there an annual spend/budget to build out the strategy?
Answer 29	No, there is not annual spend allocated to the fibre build out. However, over the last few years, the capital program has supported capital monies for the City's fibre program.
Question 30	Will the City allow access to City structures (i.e. for antennas)?
Answer 30	CMR is open to discussions related to access to its infrastructure as part of a partnership agreement.
Question 33	Is the abandoned water main on Lougheed Highway to the Golden Ears Bridge still available?
Answer 33	Yes, this pipe is still available. CMR believes it is viable. We do know at least one section has been cut and will need to be rejoined. Further scoping would be required to validate the condition.
Question 34	How many breaks are in this pipe?
Answer 34	We know there is a break around the Laity intersection that would need to be bridged.
Question 35	Has the City of Maple Ridge contacted Pitt Meadows regarding involvement in this initiative?
Answer 35	The abandoned water main runs to Coquitlam through Pitt Meadows, however, Pitt Meadows would have to speak to their intentions of the pipe.
Question 36	Can you provide a summary of the asset inventory?
Answer 36	<p><b>Communications Infrastructure – Summary of What's in the Ground</b></p> <p>Existing Conduit 23.0 Km - Conduit installed and accessible (may include discontinuous sections)</p> <ul style="list-style-type: none"> <li>• 2.70 Km 150mm diameter abandoned cast iron watermain (subducted with 3-32mm HDPE ducts)</li> <li>• 0.91 Km 200mm diameter abandoned asbestos cement watermain and vitrified clay drainage pipe (116 metres subducted with 3-32mm HDPE ducts)</li> <li>• 7.56 Km 3-32mm HDPE ducts in common trench</li> <li>• 11.20 Km 100mm diameter DBII or RPVC (2.43km subducted with 3-32mm HDPE ducts)</li> <li>• 0.55 Km 350mm diameter abandoned steel water main.</li> </ul> <p>Pending Conduit 1.51 Km - Conduit that is currently being installed, or abandoned watermain undergoing inter-connection and ducting (may</p>

	<p>require subducting and proofing).</p> <ul style="list-style-type: none"> <li>• 1.36 Km of 150mm diameter abandoned cast iron watermain (790 metres subducted with 3-32mm HDPE ducts)</li> <li>• 149 metres of 100mm diameter DBII.</li> </ul> <p>One operational 144 SM FO Cable running approximately 3.3 Km between City Hall (11995 Haney Place), Fire Hall #1 (22708 Brown Ave) and the Cities Operations Centre (23925 Dewdney Trunk Rd).</p> <p>One non-operational 144 SM FO cable running approximately 0.5 Km between City Hall (11995 Haney Place) and an access chamber at 224 St and Loughheed Hwy (roughly 60m slack coiled within).</p> <p>Presently the city has the following number and types of access chambers and pull boxes, installed throughout the community.</p> <ul style="list-style-type: none"> <li>28 - 1.5m Square Precast Concrete Access chambers</li> <li>5 - 1.2m Square Precast Concrete Access chambers</li> <li>34 - Model 5685 Concrete Pull Boxes with Metal Lid</li> <li>26 - Assorted Round Manholes and Smaller Pull Boxes.</li> </ul>
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**End of Addendum #1**  
**All other terms & conditions remain unchanged.**



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

**MEETING DATE:** December 10, 2019  
**FILE REFERENCE:** 2019-032-CP  
**MEETING:** Workshop

**SUBJECT:** South-West Lougheed Residential Sub-Area Land Use Designations

## EXECUTIVE SUMMARY:

At a Council Workshop meeting held on December 3, 2019, the Lougheed Transit Corridor Concept Plan was brought forward for endorsement. Within that report, staff committed to preparing a separate report to discuss this sub-area and consider next steps for a rezoning application proposing a four storey apartment (2018-489-RZ) located in the sub-area at Patterson Avenue and 203 Street (see Appendix A). Council deferred rezoning application 2018-489-RZ on January 29, 2019 pending the outcome of the Lougheed Transit Corridor planning process. The draft Lougheed Transit Corridor concept plan creates opportunities for significant development at the nodes, 'high streets' and along Major Corridors and infill areas. As a result, there should be more than sufficient density to support rapid bus ridership, as well as future rapid transit modes.

This report recommends that South-West Lougheed Residential Sub-Area remain in the Hammond Area Plan with the current land designations of *Low Density Multi-Family* and *Medium Density Multi-Family* (see Appendix B). This report also recommends a specific policy text amendment to the Hammond Area Plan, which will require multi-family development to not exceed three storeys adjacent to existing single-family use.

## RECOMMENDATIONS:

1. That staff be directed to prepare an Official Community Plan text amendment to the Hammond Area Plan, to require that the height of apartments be stepped down when abutting a single family form on lands designated *Single-Family & Compact Residential* or *Low Density Multi-Family*; and
2. That the applicant of rezoning file 2018-489-RZ be notified and that the application be brought back to Council for consideration of first reading.

## 1.0 BACKGROUND:

Through a Council resolution in September 2018, Council added two additional sub-areas into the Lougheed Transit Corridor study area, as follows:

- A portion of the Hammond Area Plan, which includes lands on Bruce Avenue, Patterson Avenue and 118 Avenue, referred to as the South-West Lougheed Residential Sub-Area (see Figure 1); and

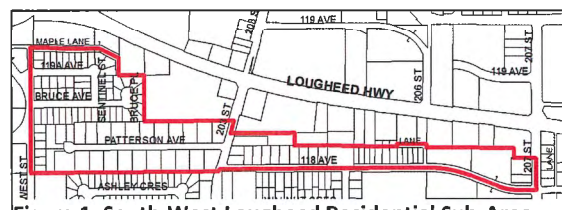


Figure 1: South-West Lougheed Residential Sub-Area

- Properties fronting Carshill Street, on the southeast portion of the Lougheed Corridor close to the Town Centre Area (see Figure 2). This sub-area was the topic of a previous report to Council.

Subsequently, Council deferred first reading of application 2018-489-RZ located at Patterson Avenue and 203 Street, to permit a four storey apartment, on January 29, 2019 with the following resolution:

*That first reading of Zone Amending Bylaw No. 7523-2018 be deferred pending the outcomes of the Lougheed Transit Corridor Study and a review of the land use policies within the study area's boundaries.*

The Lougheed Transit Corridor study was initiated in September 2018 to review the OCP land use designations for the area and ensure these align with anticipated growth. An extensive public consultation commenced in March 2019 over a period of three months and included two public open house events, a community survey, and a design charrette. Targeted events were organized for the South-West Lougheed Residential Sub-Area to ensure local concerns were addressed through the planning process.

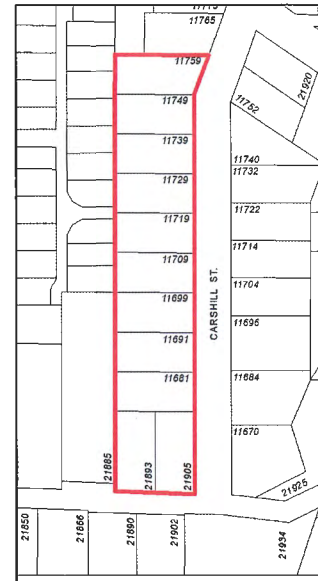


Figure 2: Carshill Sub-Area

### 1.1 Consultation with South-West Lougheed Residential Sub-Area

At the January 29, 2019 Council meeting, concerns were raised by South-West Lougheed Sub-Area residents regarding a development application on 203 Street. At this Council meeting, the residents stated that they were not aware of the change in land use designations in their neighbourhood. This led to a Council direction for staff to include this neighbourhood in the Lougheed Transit Corridor study area. Additionally, two consultation events were organized specifically for this neighbourhood.

Through the South-West Lougheed Sub-Area consultation portion of the process, staff listened to the concerns regarding the apartment development proposal at Patterson Avenue and 203 Street, notably the four-storey building height interfacing with their existing single family homes and the perceived impact to traffic and parking in the neighbourhood. The residents expressed that they felt such a development would impact the enjoyment of their homes. Dialogue also occurred between residents and staff regarding how future residential and commercial growth can be accommodated at the 203 Street rapid bus stop node, just north of their neighbourhood area, and the form of development that will achieve sensitive integration with existing single family homes.

Through several facilitated hands-on activities, residents identified opportunities for four storey mixed-use and apartment development north of Lougheed Highway. For the area south of Lougheed Highway, the feedback was generally that two to three storey commercial and residential development was appropriate to buffer existing homes, with some comfort in higher building heights directly fronting Lougheed Highway. Desire for green spaces (either a park or linear buffer) was also indicated for historically vacant lands that are adjacent to single family homes. Regarding the future of Patterson Avenue itself, feedback was received at a May 2, 2019 South-West Lougheed Residential Sub-Area Workshop. During an activity to explore building form and height transitions, comments ranged from no change (single family), to low density attached forms not exceeding three storeys (cottage cluster, townhouse). Finally, discussions occurred over the increase in traffic resulting from city-wide growth over the past three decades along with the introduction of a new Fraser River crossing in 2009.

## 2.0 PROPOSED POLICY AMENDMENT FOR HEIGHT RESTRICTION:

The apartment building proposed under application 2018-489-RZ is designated *Medium Density Multi-Family* in the Hammond Area Plan, which allows townhouse, rowhouse and apartment forms of housing. The Hammond Area Plan currently has the following policies under this designation:

*3-23 Townhouse, rowhouse, and apartment housing forms are permitted within the Medium Density Multi-Family designation.*

*3-24 Maximum building heights for townhouse and rowhouse development forms is three (3) storeys.*

*3-25 Maximum building height for apartment form is four (4) storeys.*

*3-26 Ensuring that higher densities are compatible with existing character is an important consideration. Design for new development should include:*

- a) Orienting living and activity spaces toward streets and laneways, so that opportunities for “eyes on the street” are created wherever possible;*
- b) Careful consideration of size, location, and orientation of on-site open space areas to ensure new development allows ample sunlight and a variety of plant materials and trees that are complementary to the existing mature landscaping that contributes to the neighbourhood character;*
- c) Design that is sensitive to surrounding built form and height, particularly for buildings that are three (3) or more storeys in height;*
- d) Parking for residents is provided in a concealed or underground structure.*

To ensure compatibility between existing single family uses and proposed multi-family uses, the following policy change is proposed to Policy 3-25:

*3-25 Maximum building height for apartment form is four storeys; however, the building must be stepped down to a maximum building height of three storeys where the site directly abuts a single family form on lands designated Single-Family & Compact Residential or Low-Density Multi-Family.*

## 3.0 REZONING APPLICATION 2018-489-RZ

Development application 2018-489-RZ, for a four storey 82 unit apartment building in the South-West Loughheed Residential Sub-Area, was deferred pending the outcome of the Loughheed Transit Corridor planning process.

The feedback received from the community on this application indicated opposition to the four storey height of the proposed apartment building. With this feedback, a housing form of townhouses or a similar attached ground-oriented form could be explored, which is permitted within the existing land use designation. Generally, higher levels of density are supported on Major Corridors in the Official Community Plan and this policy approach is reflected in the Hammond Area Plan (203 Street is one example of this). It is noted that the maximum height for a single family home in the Zoning Bylaw is 11 m, which is generally the height of a three storey building. Therefore, new construction of single family homes would be in alignment with a typical townhouse building height.

The applicant has participated in the consultation events to hear first hand neighbourhood desires, and has indicated to staff that extensive changes to the proposal will impact financial feasibility of realizing the project. The applicant would prefer to proceed with an apartment building development form.

#### 4.0 NEXT STEPS:

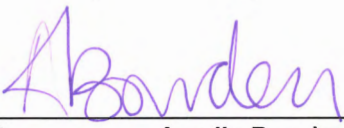
Application 2018-489-RZ has been deferred by Council and it is recommended that this development proposal be brought back to Council for consideration. Given the proposed policy revision in the Hammond Area Plan, the applicant will need to design their project to step down to three storeys on the west and south-west sides where single family homes currently exist. It is noted that the City has purchased the property directly south of the development site for future fire hall expansion.

The policy revision requires an Official Community Plan text amendment, which will be brought forward with first reading of application 2018-489-RZ.

#### CONCLUSION:

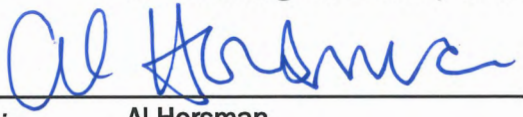
Through a Council resolution in September 2018, a portion of the Hammond Area Plan was added into the scope of work for the Lougheed Transit Corridor study. This was due to concerns raised by area residents that they were not aware of the change in land use designations for their neighbourhood through the Hammond Area Plan process. A particular concern for these residents is a development application for a four storey apartment near their single family homes. Following an extensive public consultation process, the recommendation is to leave the South-West Lougheed Residential Sub-Area within the Hammond Area Plan and keep the existing land use designations.

A new height restriction policy is proposed to be added into the Hammond Area Plan, which will allow a maximum height of three storeys for portions of multi-family buildings that are adjacent to existing single family homes. This will ensure that maximum heights between single family and multi-family buildings are comparable, and provide better neighbourhood compatibility.

  
Prepared by: **Amelia Bowden, M.Urb, MCIP, RPP**  
**Planner 2**

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

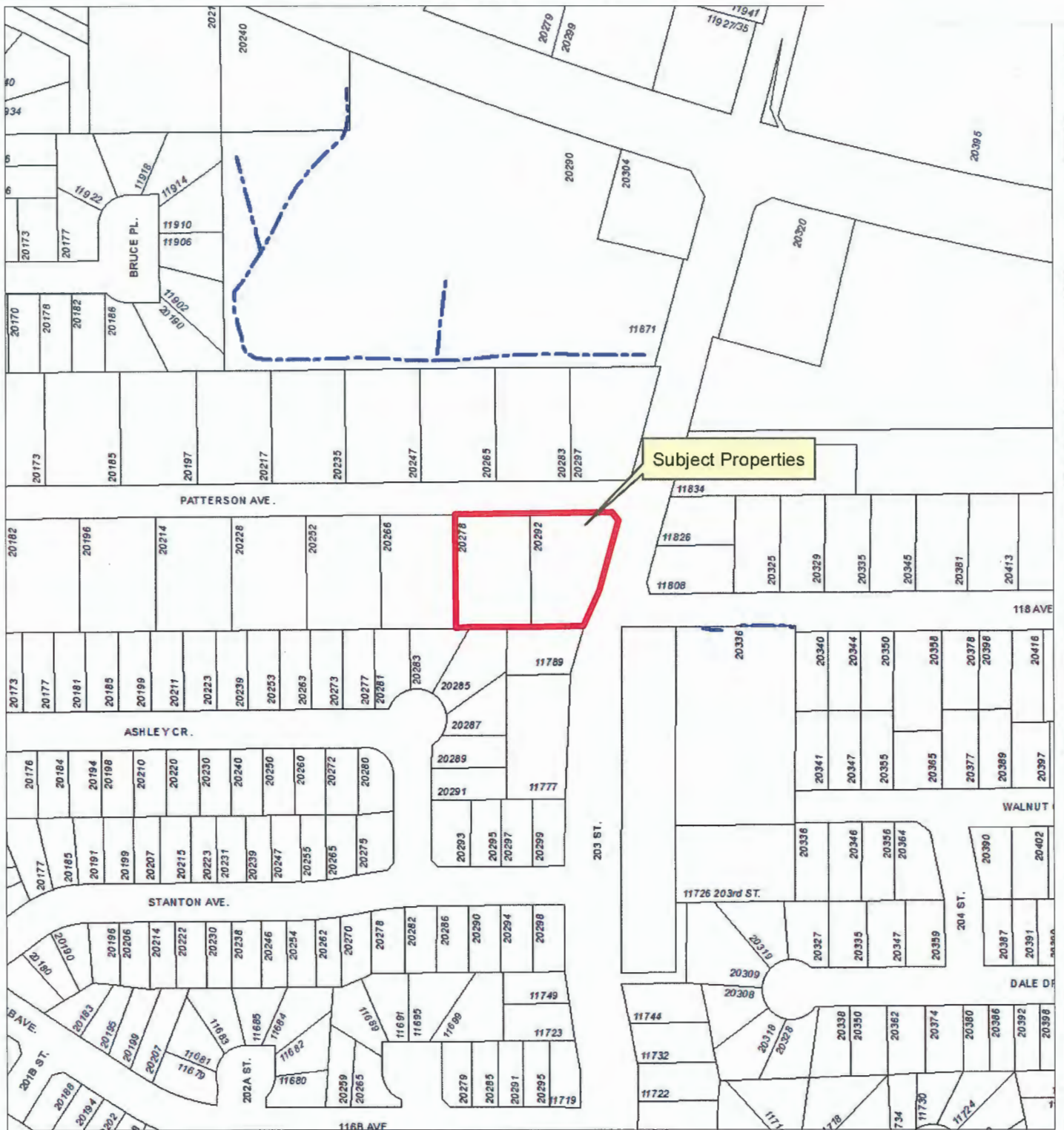
  
Approved by: **Christine Carter, M.PL, MCIP, RPP**  
**GM: Planning and Development Services**

  
Concurrence: **Al Horsman**  
**Chief Administrative Officer**

Appendix A – Subject Map, Rezoning Application 2018-489-RZ

Appendix B – South-West Lougheed Residential Sub-Area Land Uses in Hammond Area Plan





Scale: 1:2,500

### Legend

--- Ditch Centreline

## Rezoning Application (2018-489-RZ) 20292 & 20278 Patterson Ave

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

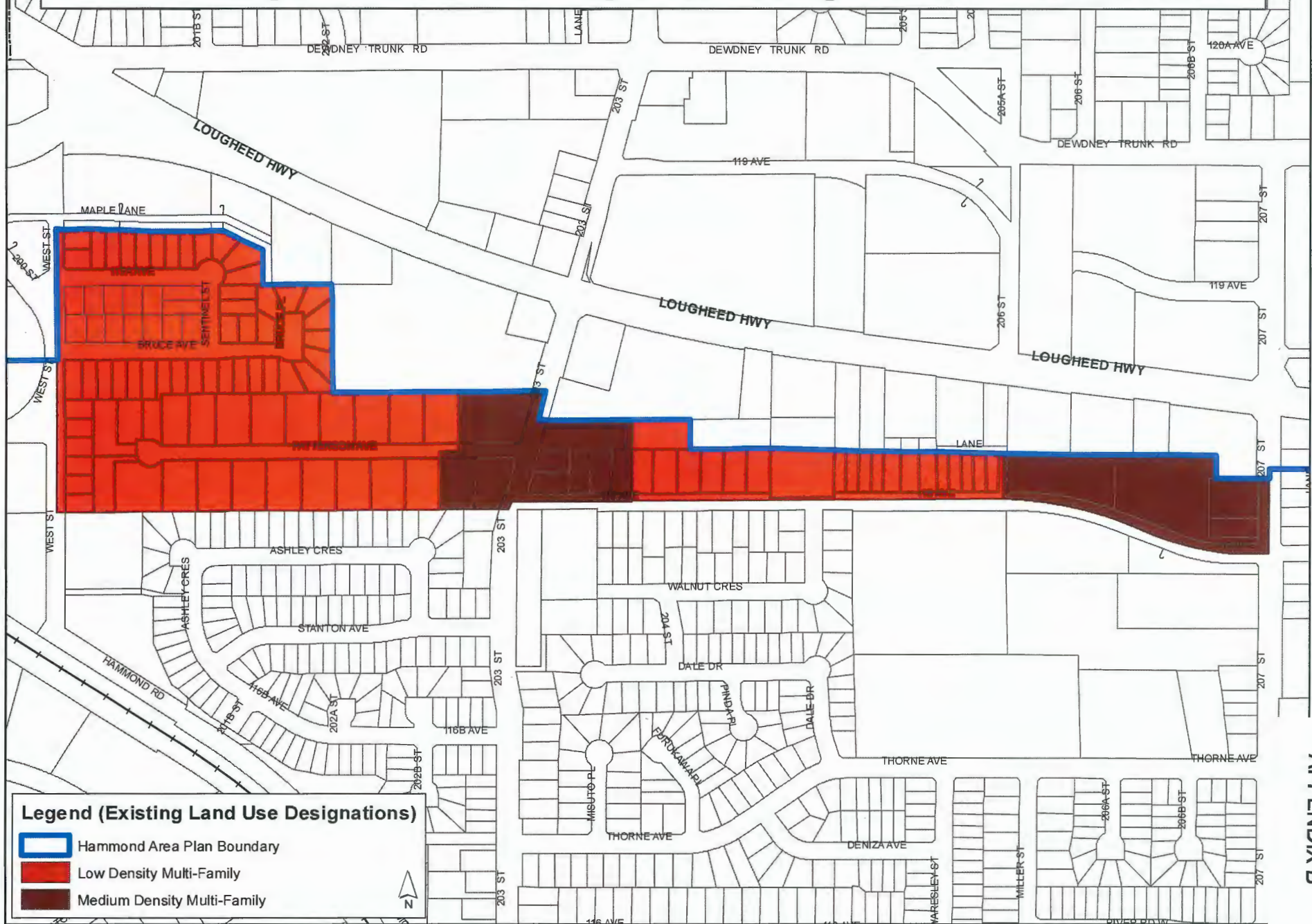
[mapleridge.ca](http://mapleridge.ca)

FILE: 2018-489-RZ

DATE: Dec 3, 2019

BY: DT

# South-West Lougheed Sub-Area - Existing Land Use Designations in Hammond Area Plan







**TO:** His Worship Mayor Michael Morden  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Maple Ridge Secondary School Track and Merkley Park Spectator Seating  
Upgrades and Washrooms/Change Rooms - Construction and Operating  
Agreements

**MEETING DATE:** December 10, 2019  
**FILE NO:**  
**MEETING:** Council Workshop

---

**EXECUTIVE SUMMARY:**

The attached report will be on the next Council Meeting agenda for discussion and consideration of the recommendation. The Council Workshop forum provides an earlier opportunity for Council to seek additional information if required, prior to decision-making.

**RECOMMENDATION:**

That the attachment to the December 10, 2019 report titled "Maple Ridge Secondary School Track and Merkley Park Spectator Seating Upgrades and Washrooms/Change Rooms - Construction and Operating Agreements" be forwarded to the next Council Meeting.

*"Original signed by Laura Benson"*

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Approved by: Corporate Officer

Attachment A: MRSS Track Facility Upgrades Construction Agreement  
Attachment B: MRSS Track Facility Upgrades Operating Agreement and License

**TO:** His Worship Mayor Michael Morden  
and Members of Council  
**MEETING DATE:** December 10, 2019  
**FILE NO:** 01-0640-30-2019  
**FROM:** Chief Administrative Officer  
**MEETING:** Council  
**SUBJECT:** Maple Ridge Secondary School Track and Merkley Park Spectator Seating Upgrades and Washrooms/Change Rooms - Construction and Operating Agreements

---

**EXECUTIVE SUMMARY:**

The Maple Ridge Secondary School (MRSS) Track Facility Upgrades Infrastructure project includes lighting for the running track, upgraded spectator seating, washrooms/change rooms and a competition-level hammer and discus throw facility proposed to be constructed on School District No. 42 (SD42) land. In October, Council approved the contract award for the construction of the field throw facility along with the construction and operating agreements needed to support this work. The remaining components, tendered separately, require construction and operating agreements to support the award of the construction contract also before Council at this time.

The construction and operating agreements for the upgraded spectator seating, track lighting and new washroom/change rooms have been drafted in consultation with SD42 staff, reviewed by the City's legal counsel, and are attached to this report. Council approval to execute the necessary agreements with SD42 is required for the work to proceed.

**RECOMMENDATION:**

That the construction and operating agreements for Maple Ridge Secondary School Track Facility Upgrades for the spectator seating, change room/washrooms and track lighting be approved; and,

That the Corporate Officer be authorized to execute the agreements.

**DISCUSSION:**

**a) Background Context:**

The MRSS Track Facility Upgrades project has four components: lighting for the track, upgraded spectator seating, washrooms/change rooms, and a competition-level hammer and discus throws facility. Council recently awarded the contract for the hammer and discus throw facility and approved the construction and operating agreements for this facility. The detailed design for the spectator seating upgrades and new washroom/change rooms was completed with input from stakeholders and the project was tendered. The MRSS track field lighting component is currently out for tender and will close on December 19, 2019. These new and upgraded facilities are proposed on land owned by the SD42, and agreements have been drafted to support the development and operation.



**b) Desired Outcome:**

The desired outcome is for Council to approve the attached construction and operating agreements to enable the work to proceed and be completed prior to the 2020 BC Summer Games.

**c) Strategic Alignment:**

The spectator seating upgrades, running track lighting and change room/washrooms are components within the MRSS Track Facility Upgrades project, which is one of a number of Parks, Recreation & Culture current infrastructure projects aligned to Council's strategic priorities of community pride and growth.

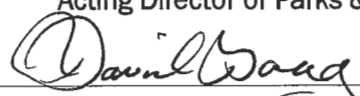
**d) Citizen/Customer Implications:**

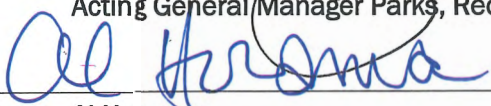
Sports groups, athletics participants and casual park visitors will benefit by having access to the new and upgraded facilities that support training, competitions and fitness activities at the MRSS Track & Field complex. The new upgrades are anticipated to be available for athletes during the 2020 BC Summer Games.

**CONCLUSION:**

The upgrades to the spectator seating, new running track lighting and change room/washrooms are proposed on land owned by the School District, therefore construction and operating agreements are needed to support the work. The proposed new and upgraded facilities will provide an enhanced experience for athletes and spectators and the community. Staff recommends that the agreements be approved in order to deliver this project in advance of the BC Summer Games.

  
Prepared by: **Valoree Richmond, MBCSLA**  
Acting Director of Parks & Facilities

  
Approved by: **David Boag**  
Acting General Manager Parks, Recreation & Culture

  
Concurrence: **Al Horsman**  
Chief Administrative Officer

Attachment A: MRSS Track Facility Upgrades Construction Agreement

Attachment B: MRSS Track Facility Upgrades Operating Agreement and License

**MAPLE RIDGE SECONDARY SCHOOL / TRACK FACILITY UPGRADES  
CONSTRUCTION AGREEMENT**

(this "**Agreement**") dated for reference \_\_\_\_\_, 2019 (the "**Reference Date**") is

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 42 (MAPLE RIDGE – PITT MEADOWS)**, a school board incorporated under the British Columbia *School Act* [R.S.B.C. 1996] c. 412 and having its office at 22255 Brown Avenue, Maple Ridge, B.C., V2X 8N6

(the "**School District**")

AND:

**CITY OF MAPLE RIDGE**, a municipality under the *Community Charter*, [SBC 2003] c. 26 and having its office at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the "**City**")

WHEREAS:

- A. The City and the School District (collectively, the "**Parties**" and individually, a "**Party**") entered into the Master Agreement on Cooperation for the Joint Use of Facilities and Coordination of Services on January 11, 2017 (the "**Master Agreement**");
- B. The School District owns lands on which it operates the Maple Ridge Secondary School at 21911 - 122nd Avenue, Maple Ridge, B.C., V2X 3X2, legally described as:  
  
Parcel Identifier: 005-308-127  
LOT 255, EXCEPT PORTIONS IN PLANS LMP26995 AND LMP41963,  
DISTRICT LOTS 245 AND 396,  
GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54719  
  
(the "**SD42 Lands**");
- C. The City proposes to construct on the SD 42 Lands lighting around the track and a spectator bleacher and washroom facility, located approximately as shown in Schedule A attached hereto within the boundaries of the dark lines marked "limit of work" (the "**Work Area**"), and having the specifications listed in Schedule B attached hereto, as may be amended by agreement between the Parties (collectively the "**Track Facility Upgrades**");
- D. Pursuant to the Master Agreement, the School District has agreed to grant the City a license to construct the Track Facility Upgrades as provided herein, subject to the terms and conditions of this Agreement; and
- E. The Parties have entered into or intend to enter into an Operating Agreement dated for reference as of the Reference Date of this Agreement (the "**Operating Agreement**") to govern the Parties' use of the Track Facility upgrades after construction in accordance with the terms of this Agreement and the Master Agreement.

NOW THEREFORE in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. **License to Construct** – The School District hereby grants the City a license (the “**License**”) and permission to enter and occupy the portion of the SD42 Lands within the Work Area to construct the Track Facility Upgrades in accordance with the Specifications, subject to the terms and conditions of this Agreement.
2. **Site Preparation and Utility Connections** - The City shall be responsible at its own risk and expense for all the site preparation and utility connections required for the Track Facility Upgrades and, except as expressly provided in this Agreement or the Operating Agreement, the City will be responsible for all other design, supply and construction costs associated with the Track Facility Upgrades.
3. **Construction of the Track Facility Upgrades** - The City covenants and agrees to fund and engage a qualified contractor (the “**Contractor**”) to supply, deliver, install and complete the construction of the Track Facility Upgrades as described in this Agreement, entirely at the risk and expense of the City.
4. **Materials** - All products and materials provided in respect of the Track Facility Upgrades shall be new and in accordance with the Specifications. Any products that are not specified shall be of a quality well suited to the purpose required, and shall match school colours when installed.
5. **Standard of Work** - The City shall ensure that all work performed on the Track Facility Upgrades is performed in a good and workmanlike manner, in accordance with the Specifications and all applicable laws, regulations and directions of authorities having jurisdiction, and will make any changes or corrections to the work necessary to meet those Specifications at the City’s sole expense. The City shall purchase, deliver and install all the materials and equipment that comprise the Track Facility Upgrades, and the City shall be responsible for obtaining or issuing the required permits for this project in accordance with the lawful requirements of all governmental authorities having jurisdiction with respect to the construction of the Track Facility Upgrades.
6. **Changes to Specifications** - The City shall not make any material change to the Track Facility Upgrades or the Specifications without the prior written approval of the School District. If the modification substantially meets the requirements of the Specifications, this Agreement and the Operating Agreement, then the School District shall not unreasonably withhold its approval.
7. **Warranty** – The City shall obtain warranties for the Track Facility Upgrades from the supplier as described in the Specifications, or if no warranties are specified then as would be reasonably expected for similar facilities in British Columbia.
8. **Inspection by School District** - The School District may inspect the Track Facility Upgrades at any stage of construction and require the City to make changes or corrections necessary to meet the Specifications.

9. **Term** - The City shall make all reasonable efforts to ensure that the Track Facility Upgrades are completed for use no later than one year after the Reference Date, but in no event do the Parties intend for this Agreement to extend past the day that is three years from the date this Agreement is signed.
10. **Construction Period** - The Parties anticipate that construction of the Track Facility Upgrades will not take more than six (6) months in total. To the extent reasonably possible, the City shall ensure that construction activities do not disrupt or interfere with the normal activities and operation of the Maple Ridge Secondary School.
11. **Costs** - Except as the School District may in its discretion expressly agree otherwise, the City covenants and agrees to pay all actual costs associated with the procurement, delivery and installation of the Track Facility Upgrades, the replacement of the Track Facility Upgrades upon expiry of its useful life, and the removal of the Track Facility Upgrades and restoration of the SD42 Lands on termination or expiry of the Operating Agreement including, without limitation all products, services, labour, materials, tools, equipment, plant, machinery, water, heat, light, power, transportation, permits, application, inspection and license fees, development cost charges, community amenity contributions, any required site and offsite improvements, and all other required facilities, things and services.
12. **Payment Schedule** – The City shall promptly pay when due all accounts and invoices for anything supplied in respect of the Track Facility Upgrades. Without limiting the foregoing, the City shall make progress payments to the Contractor within thirty days after completion of each stage or part of the work, in the amounts certified by the City staff member who is managing the construction.
13. **Default** - If the City is in material default in the performance of its obligations under this Agreement in respect of the construction and funding of the Track Facility Upgrades, and does not remedy any such default within 30 days of being notified in writing to do so, the School District may terminate this Agreement and require the City to remove any improvements, including without limitation the Track Facility Upgrades and associated equipment, tools and materials that have been placed on the SD42 Lands, and restore the SD42 Lands as near as reasonably possible to its prior condition, at the City's expense.
14. **Force Majeure** – The obligations of the City and the School District under this Agreement shall be suspended during any period when a Party is prevented from fulfilling its obligations for reasons beyond its reasonable control, including, without limitation, strikes, lockouts, riots or other civil disorders, fires, floods, and other natural disasters or acts of God.
15. **Corporate Proceedings** – Each Party warrants that it has taken all corporate proceedings required to enter into and perform its obligations pursuant to this Agreement.
16. **No Interest in Land** – The rights of the City pursuant to this Agreement are contractual only and this Agreement does not grant the City any interest in land.
17. **Fixtures** – The Parties acknowledge and agree that the Track Facility Upgrades will be fixtures, which will form part of the SD42 Lands as they are constructed, and will be legally owned by the School District, notwithstanding any other provision of this Agreement and notwithstanding any payment of costs by the City.

18. **Succession** – This Agreement and the License it contains are personal to the City and may not be assigned by the City, including by succession or by operation of law, except with the prior written consent of the School District, which may be reasonably withheld. The City may sublicense its rights pursuant to the License only for the purposes identified in this Agreement or for such other use or uses authorized in writing by the School District, provided that the School District is notified, the sublicensee agrees in writing to comply with the terms of the License, any sublicense shall not relieve the City of any of its obligations hereunder, and any acts and omissions of a sublicensee shall be considered the acts and omissions of the City. For certainty, the School District hereby authorizes the City to engage contractors and subcontractors for the purposes of constructing the Facilities and for those purposes those contractors and subcontractors are deemed to be approved sublicensees. This Agreement shall enure to the benefit of and be binding upon the School District and its successors and assigns, notwithstanding any rule of law or equity to the contrary.

#### **Notice and other General Provisions**

19. Except in the case of an emergency, when notice may be given by telephone with later confirmation in writing, any notice which to be given under this Agreement shall be in writing and either delivered by hand or sent by facsimile transmission, addressed as follows:

To the City:

Attention: Director, Parks and Facilities  
11995 Haney Place  
Maple Ridge, B.C.,  
V2X 6A9

Fax: (604) 467-7329

To the School District:

Attention: Secretary Treasurer  
22225 Brown Ave.  
Maple Ridge, B. C.  
V2X 8N6

Fax: (604) 463-4181

or to such other address or facsimile number of which notice has been given as provided in this section. Any notice which is delivered by hand is to be considered to have been given on the day it is delivered. Any notice which is sent by fax is to be considered to have been given on the first business day after it has been sent and an electronic confirmation of delivery has been received. If a Party changes its address or fax number, or both, it shall promptly give notice of its new address or fax number, or both, to the other Party as provided in this section.

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

21. If any provision of this Agreement is held to be unenforceable by a court, that provision is to be severed from this Agreement and the rest of this Agreement remains in force unaffected by the severance of that provision.
22. This Agreement and the Operating Agreement constitute the entire agreement between the Parties regarding the subject-matter of this Agreement and supersede all other negotiations and communications between the Parties regarding the construction of the Track Facility Upgrades.
23. This Agreement may not be modified except by an agreement in writing signed by both Parties.
24. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law and remedies may be exercised in any order or concurrently.
25. Each Party acknowledges that the other Party is a public body subject to the *Freedom of Information and Protection of Privacy Act* and as such, may be required to disclose documents exchanged between the Parties and documents created in this Agreement.
26. The Parties agree to do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
27. Time is of the essence of this Agreement.
28. No partnership nor joint venture nor trust nor any agency is created by or under this Agreement and the City does not have the authority to commit the School District to the payment of any money.
29. Nothing contained or implied herein shall prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* [SBC 2003] c. 26, the *Local Government Act* [RSBC 2015] c. 1, or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the School District.

In witness whereof, the Parties have caused this Agreement to be executed and delivered by their authorized signatories as of the dates set out below:

DATED the \_\_\_\_ day of \_\_\_\_\_, 2019

The Corporate Seal of )  
**THE BOARD OF EDUCATION OF** )  
**SCHOOL DISTRICT NO. 42** )  
**(MAPLE RIDGE – PITT MEADOWS)** )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
Secretary Treasurer: Flavia Coughlan )

C/S

DATED the \_\_\_\_ day of \_\_\_\_\_, 2019

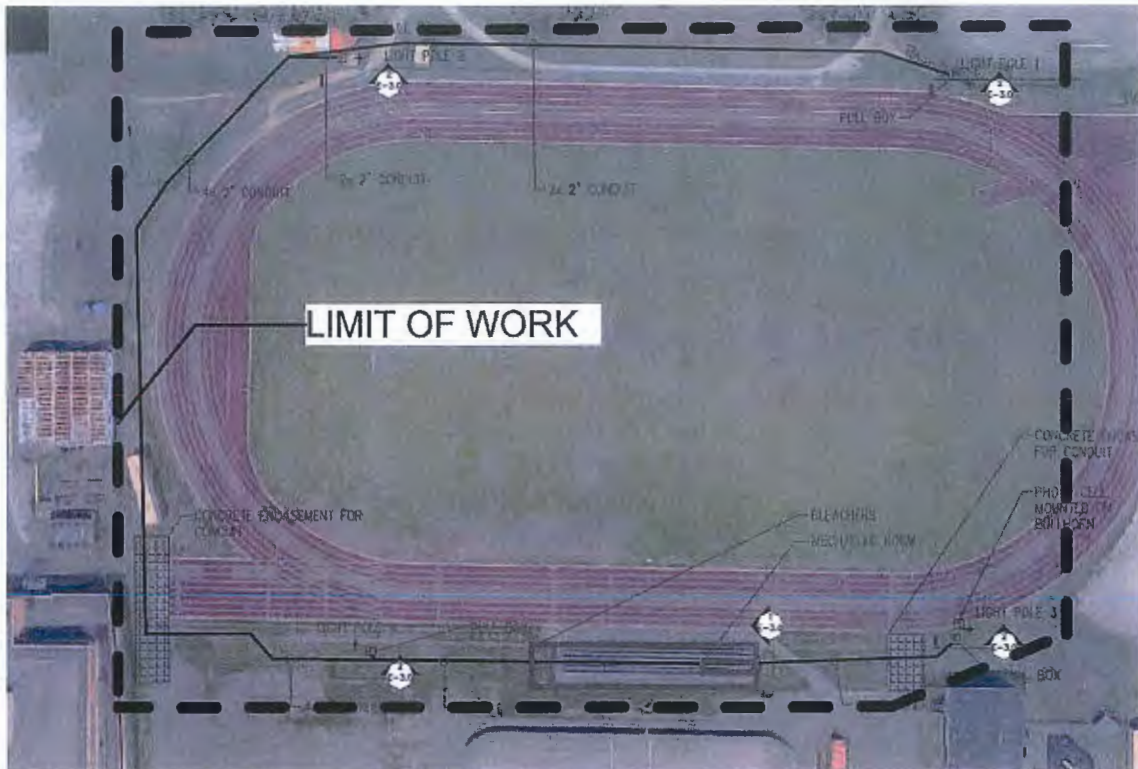
The Corporate Seal of )  
**CITY OF MAPLE RIDGE** )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
Laura Benson, Corporate Officer )

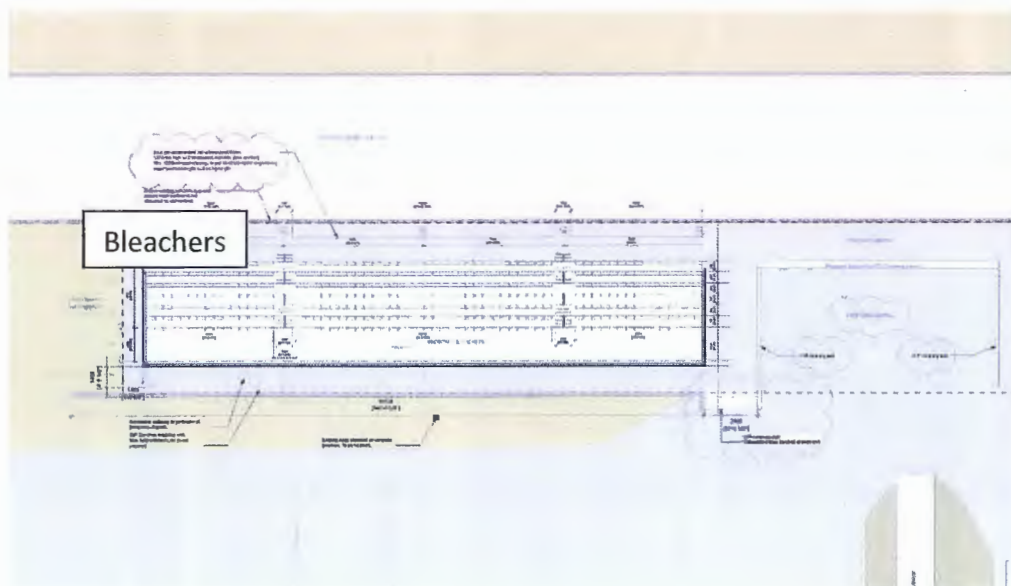
C/S



**SCHEDULE A**  
**MAPLE RIDGE SECONDARY SCHOOL TRACK FACILITY UPGRADES**  
**SITE PLAN and LIMIT OF WORK**



1 SITE PLAN  
DRAWN BY: [illegible]  
DATE: 1/20/09





**SCHEDULE B**  
**MAPLE RIDGE SECONDARY SCHOOL TRACK FACILITY UPGRADES**  
**SPECIFICATIONS**

The Maple Ridge Secondary School Track Facility Upgrades Project specifications generally include the demolition of existing bleachers, site preparation, construction of new bleachers, new accessible washrooms, storage, paved gathering areas, supply and installation of light poles (including foundations), lighting fixtures and associated controls. The project scope of work consists of providing construction of a new single storey, concrete slab on grade, insulated, building complete with precast concrete bleachers, three public washrooms, storage rooms and a mechanical / electrical room and surrounding asphalt apron, supply and installation of light poles (including foundations), lighting fixtures and associated controls. New lights to be connected to electrical panel in new bleacher building. The work includes all site preparation and connecting to existing site services. The work includes demolition of existing wood and concrete bleachers including removal and disposal of all materials as shown on the "Issued for Tender" drawing package.



A 1.01

Copyright of this meeting and dinner is reserved by Marko Grasic & Dž. Urošić (the organizers). The meeting and dinner are organized by the staff of the Institute for the Study of the History of the City of Zagreb, and the dinner is organized by the staff of the Institute for the Study of the History of the City of Zagreb. The meeting and dinner are organized by the staff of the Institute for the Study of the History of the City of Zagreb, and the dinner is organized by the staff of the Institute for the Study of the History of the City of Zagreb.

SIMCIC + UHRICH  
ARCHITECTS

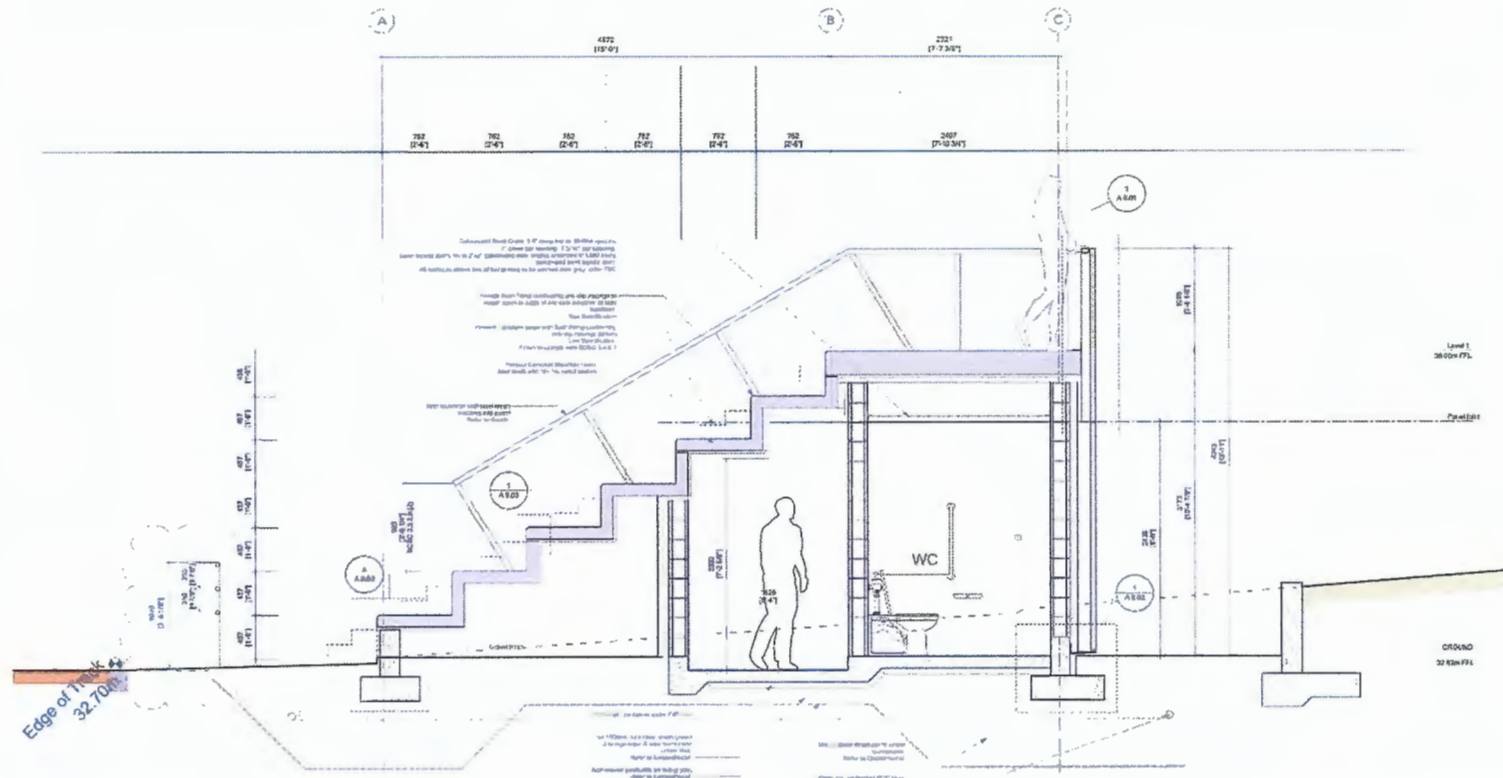
Suite 230 • 3 West 3rd Avenue  
Vancouver BC Canada V5Y 3T8  
Tel: 604.681.1100  
Marketing@bncb.com  
bncb.com  
www.bncb.com

Qdr- Issue  
2015-11-01 Issued for Tender  
2015-11-15 Tender Adendum#1

Maple Ridge Secondary Bleachers

Proposed - Plans  
Such As Noted

A 1.03



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**SIMCIC + UHRICH  
ARCHITECTS**

Suite 230 - 5 West 3rd Avenue  
Vancouver BC Canada V6Y 3T8  
604 689 3190  
info@simcicuhrich.com  
simcicuhrich.com

Date: 2019-11-01  
2019-11-01 Issued for Tender  
2019-11-14 Tender Addendum #1

Maple Ridge Secondary Bleachers

Section @ WC  
Scale As Noted

A 3.01

**MAPLE RIDGE SECONDARY SCHOOL RUNNING TRACK AND TRACK FACILITY  
UPGRADES  
OPERATING AGREEMENT AND LICENSE**

(this "**Agreement**") dated for reference \_\_\_\_\_, 2019 (the "**Reference Date**") is

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 42  
(MAPLE RIDGE – PITT MEADOWS)**, a school board incorporated under the  
British Columbia *School Act* [R.S.B.C. 1996] c. 412 and having its office at 22255  
Brown Avenue, Maple Ridge, BC V2X 8N6

(the "**School District**")

AND:

**CITY OF MAPLE RIDGE**, a municipality incorporated under  
the *Community Charter* [SBC 2003] c. 26 and having its office at  
11995 Haney Place, Maple Ridge, BC V2X 6A9

(the "**City**")

WHEREAS:

- A. The City and the School District (collectively the "**Parties**" and individually a "Party") entered into the Master Agreement on Cooperation for the Joint Use of Facilities and Coordination of Services on January 11, 2017 (the "**Master Agreement**");
- B. The School District owns lands on which it operates the Maple Ridge Secondary School at 21911 - 122<sup>nd</sup> Avenue, Maple Ridge, B.C., V2X 3X2, legally described as:  
Parcel Identifier: 005-308-127  
LOT 255, EXCEPT PORTIONS IN PLANS LMP26995 AND LMP41963,  
DISTRICT LOTS 245 AND 396,  
GROUP 1 NEW WESTMINSTER DISTRICT PLAN 54719  
(the "**SD42 Lands**");
- C. The Parties have entered into the Maple Ridge Secondary School / Track Facility Upgrades Construction Agreement (the "**Construction Agreement**") having the same reference date as this Agreement, providing for the construction on the SD42 Lands of Track Facility Upgrades as defined and described in the Construction Agreement (the "**Track Facility Upgrades**"); and
- D. The parties constructed an 8 Lane Running Track (the "**Running Track**"); and
- E. Pursuant to the Master Agreement, the Parties have agreed that the Track Facility Upgrades and the Running Track will be available to the School District for school recreation purposes during school hours and to citizens of the City for community recreation purposes outside of school hours, and that the City shall operate, maintain, repair, and replace the Running Track and the Track Facility Upgrades.

NOW THEREFORE in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the School District and the City (collectively, the "**Parties**" and individually, a "**Party**"), the Parties hereby agree as follows:

1. **Term** - The School District hereby grants the City an exclusive license (the "**License**") to enter and occupy the Running Track and the Track Facility Upgrades for community purposes during the Access Times (as defined below) in accordance with the terms of this Agreement.
  - (a) The Term of the License will be for five (5) years commencing on the Reference Date and terminating on the fifth anniversary of the Reference Date, subject to termination or extension in accordance with the provisions of this Agreement (the "**Term**").
  - (b) Provided that the City has complied with its obligations under this Agreement, the Term of the License shall be automatically renewed for five additional five year terms, each upon the same terms and conditions, except that upon each renewal the City's right of renewal shall be reduced so that the maximum term of this Agreement including all renewals shall be thirty years.
  - (c) The License fee for the Term will be \$1.00.
  - (d) During the Term, the School District covenants and agrees not to make, place, erect, maintain or permit, any building, structure, foundation or obstruction on the SD42 Lands which may interfere with the Running Track and the Track Facility Upgrades.
2. **Access to Running Track and the Track Facility Upgrades** – The School District shall control access to the Running Track and the Track Facility Upgrades by ensuring that the Running Track and the Track Facility Upgrades are only used by itself and its servants, employees, agents, contractors, successors, assigns, and invitees outside of the Access Times defined in Section 4 below. The School District shall allow the City, its servants, employees, agents, contractors, successors, assigns, invitees and members of the public to access the Running Track and the Track Facility Upgrades during the Access Times.
3. **User Fees** – The City may charge user fees and repair, cleaning and maintenance costs to all users of the Running Track and the Track Facility Upgrades other than the School District. The City shall set, collect and apply all such user fees and recoverable costs and any other revenue generated from use of the Running Track and the Track Facility Upgrades to its parks programs, including the maintenance, repair and general upkeep of sports facilities in the City of Maple Ridge including the Running Track and the Track Facility Upgrades.
4. **Access Times** – The City, its servants, employees, agents, contractors, successors, assigns, invitees and members of the public (collectively, "**City Users**") shall have access to the Running Track and the Track Facility Upgrades as follows:
  - (a) during the months of September through June:
    - i. from 5:00 p.m. to 11:00 p.m. on all weekdays; and
    - ii. from 7:00 a.m. to 11:00 p.m. on Saturdays and Sundays; and
  - (b) during the months of July and August and statutory holidays at any time of the year:
    - i. from 7:00 a.m. to 11:00 p.m. every day;(collectively, the "**Access Times**"). The School District and its servants, employees, agents, contractors, successors, assigns, and invitees (collectively the "**School District Users**") shall have the exclusive use of the Running Track and the Track Facility Upgrades outside

of Access Times. In addition, the School District may have access to and use of the Running Track and the Track Facility Upgrades during weekends for specific school events to be held during the Access Times on at least four months' prior written notice to the City up to a maximum of four times during each calendar year, for which the City may not unreasonably withhold its permission.

5. **Operation of Running Track and the Track Facility Upgrades –**

- (a) The City, through its Parks and Facilities Department, shall be responsible for the safe and lawful management of the Running Track and the Track Facility Upgrades during the Access Times.
- (b) The City may post regulations from time to time to be observed by all users of the Running Track and the Track Facility Upgrades, including School District Users, including reasonable restrictions:
  - i. prohibiting or restricting use of the Running Track and the Track Facility Upgrades during certain weather conditions;
  - ii. prohibiting or restricting food or drink being brought on to the Running Track and the Track Facility Upgrades;
  - iii. prohibiting or restricting structures or other objects being placed on the Running Track and the Track Facility Upgrades.

The School District shall ensure that all School District Users comply with any such restrictions.

6. **School District Maintenance Services** - The School District shall provide the following routine maintenance for the Running Track and the Track Facility Upgrades and surrounding area to the same standard and frequency that it sets for its other similar school recreational facilities:

- (a) running track surface cleaning;
- (b) fencing repair; and
- (c) graffiti removal;

but not including any repair, maintenance, cleaning or other costs resulting from City Users' negligent use of the Court Facilities

7. **City Maintenance Services** - The City shall provide the following repair and maintenance services in respect of the Running Track and the Track Facility Upgrades to the same standard and frequency that it sets for its other similar community recreational facilities:

- (a) litter control and removal, including weekday morning removal of any litter or garbage in or around the Running Track and the Track Facility;
- (b) repair of the Track Facility Upgrades;

(c) control of access to the Running Track and the Track Facility Upgrades during the Access Times; and

(d) payment for all utilities used by the Running Track and the Track Facility Upgrades;

but not including any repair, maintenance, cleaning or other costs resulting from School District Users' negligent use of the Running Track and the Track Facility Upgrades.

(e) In making repairs or doing maintenance of the Running Track and the Track Facility Upgrades, the City may bring and leave upon the SD42 Lands located approximately as shown in Schedule A attached hereto within the boundaries of the dark lines marked "limit of work" (the "**Work Area**") the necessary materials, tools and equipment, provided that the City safely secures such materials, tools and equipment and uses reasonable efforts to schedule such maintenance and repairs so as to minimize any inconvenience, annoyance, or other injury to the School District or any invitee or neighbour of the School District.

#### **8. Shared Costs – Running Track**

The City and the School District shall share equally the financial responsibility for non-routine maintenance of the Running Track defined as work that is not completed on an annual basis and has a cost of over \$1,000, including, without limiting the foregoing:

- Repainting of lane markings;
- Replacement of aluminum safety rail;
- Major repairs of the track surface;
- Other components directly related to the use of the track surface (except hurdles and mats etc.).

All non-routine maintenance work shall be approved by both parties before costs are incurred.

#### **9. Costs relating to the Running Track and the Track Facility Upgrades –**

(a) For clarity, except as may be expressly agreed by the School District in this Agreement or in another written agreement signed by the School District, the School District is not responsible for any costs relating to the purchase, delivery, installation, repair, cleaning, maintenance or replacement of the Running Track and the Track Facility Upgrades during the Term.

(b) The City shall pay all costs associated with the replacement of the Track Facility Upgrades from time to time during the Term. However, the City may terminate this Agreement during the last year of the then current Term upon six months' written notice to the School District if the City reasonably believes that the useful life of Running Track and the Track Facility Upgrades has expired or will expire during or soon after the end of that Term, and the City does not wish to replace the Running Track and the Track Facility Upgrades.

(c) At least six months prior to the end of the then current Term, the parties shall negotiate whether to enter into a new operating agreement, the terms of which may include the sharing of costs associated with the replacement of the Running Track and the Track Facility Upgrades at the expiry of its useful life. For clarity, neither party shall be



obligated to enter into a new operating agreement if it is not satisfied with the proposed terms, in its sole discretion.

**10. Insurance –**

- (a) The City will provide and maintain insurance in respect of the use of the Running Track and the Track Facility Upgrades by the City Users in such amounts and on such terms and conditions as would a prudent operator of similar sports facilities.
- (b) The School District will provide and maintain insurance in respect of the use of the Running Track and the Track Facility Upgrades by the School District Users in such amounts and on such terms and conditions as would a prudent operator of similar sports facilities.

**11. Indemnity –**

- (a) The City hereby releases, saves harmless and shall indemnify and hold harmless the School District and the School District's trustees, officers, employees, agents, and contractors from and against all liabilities, claims, losses, damages, costs and expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any personal injury or death of a person, or damage to or loss of property, or any other loss or damage of any kind whatsoever arising out of any default of the City under this Agreement, the use or occupation of any of the Running Track and the Track Facility Upgrades by any of the City Users, or the operation and maintenance of the Running Track and the Track Facility Upgrades, except to the extent that such loss arises from the independent negligence of the School District or the breach of this Agreement by the School District.
- (b) The School District hereby releases, saves harmless and shall indemnify and hold harmless the City and the City's elected officials, officers, employees, agents, and contractors from and against all liabilities, claims, losses, damages, costs and expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any personal injury or death of a person, or damage to or loss of property, or any other loss or damage of any kind whatsoever arising out of any default of the School District under this Agreement or the use or occupation of any of the Running Track and the Track Facility Upgrades by any of the School District Users, except to the extent that such loss arises from the independent negligence of the City or the breach of this Agreement by the City.

- 12. Notices –** Except in the case of an emergency, when notice may be given by telephone with later confirmation in writing, any notice which is to be given under this Agreement shall be in writing and either delivered by hand or sent by facsimile transmission, addressed as follows:

To the City:

Attention: Director, Parks and Facilities  
11995 Haney Place  
Maple Ridge, BC V2X 6A9

Fax: (604) 467-7329

To the School District:

Attention: Secretary Treasurer  
22225 Brown Ave.  
Maple Ridge, BC V2X 8N6

Fax: (604) 463-4181

or to such other address or facsimile number of which notice has been given as provided in this section. Any notice which is delivered by hand is to be considered to have been given on the day it is delivered. Any notice which is sent by fax is to be considered to have been given on the first business day after it has been sent and an electronic confirmation of delivery has been received. If a Party changes its address or fax number, or both, it shall promptly give notice of its new address or fax number, or both, to the other Party as provided in this section.

13. **Termination of Agreement** – The Parties may terminate this Agreement by written agreement at any time. If not so terminated, and if the City has complied with its obligations hereunder, then this Agreement shall terminate automatically upon the thirtieth (30) anniversary of the Reference Date unless the Parties agree otherwise in writing.
14. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
15. **Law of British Columbia** - This Agreement shall be construed according to the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
16. **Waiver** – Waiver by a Party of any default by the other Party must be in writing and shall not be deemed to be a waiver of any subsequent or other default.
17. **Reference** – Every reference to a Party is deemed to include the heirs, executors, administrators, successors, permitted assigns, servants, employees, agents, contractors, officers, licensees and invitees of such Party wherever the context so requires or allows.
18. **Not Partners** - The Parties are not partners or joint venturers and the legal relationship between them is contractual only and not a partnership, joint venture, trust or agency.
19. **Time of the Essence** – Time is of the essence in this Agreement.
20. **Succession** – This Agreement and the License it contains are personal to the City and may not be assigned by the City, including by succession or by operation of law, except with the prior written consent of the School District, which may be reasonably withheld. The City may sublicense the License Areas for the use or uses authorized in writing by the School District, provided that the School District is notified, the sublicensee agrees in writing to comply with the terms of the License, any sublicense shall not relieve the City of any of its obligations hereunder, and any acts and omissions of a sublicensee shall be considered the acts and omissions of the City. This Agreement shall enure to the benefit of and be binding upon the School District and its successors and assigns, notwithstanding any rule of law or equity to the contrary.
21. **No Interest in Land** – The rights of the City pursuant to this Agreement are contractual only and this Agreement does not grant the City an interest in land.
22. **Fixtures** – The Parties acknowledge and agree that the Running Track and the Track Facility Upgrades will be fixtures forming part of the lands on which they are constructed, and accordingly will be legally owned by the School District, notwithstanding any other

provision of this Agreement or the Construction Agreement, and notwithstanding any payment of costs by the City.

23. **Not Affecting City's Rights** – Nothing contained or implied herein shall prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* [SBC 2003] c. 26, the *Local Government Act* [RSBC 2015] c. 1, or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the School District.

As evidence of their agreement to be bound by the terms and conditions of this Agreement, the Parties have executed this Agreement below on the dates written below.

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 42 (MAPLE  
RIDGE – PITT MEADOWS)**

by its authorized signatories:

\_\_\_\_\_  
Flavia Coughlan, Secretary Treasurer

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

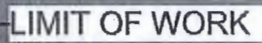
**CITY OF MAPLE RIDGE**

by its authorized signatories:

\_\_\_\_\_  
Laura Benson, Corporate Officer

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

## SITE PLAN



**1 SITE PLAN**





**TO:** His Worship Mayor Michael Morden  
and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Maple Ridge Secondary School and Merkley Park Spectator Seating Upgrades and Washrooms/Change Room Facility Construction - Award of Contract

**MEETING DATE:** December 10, 2019  
**FILE NO:**  
**MEETING:** Council Workshop

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**EXECUTIVE SUMMARY:**

The attached report will be on the next Council Meeting agenda for discussion and consideration of the recommendation. The Council Workshop forum provides an earlier opportunity for Council to seek additional information if required, prior to decision-making.

**RECOMMENDATION:**

That the attachment to the December 10, 2019 report titled "Maple Ridge Secondary School and Merkley Park Spectator Seating Upgrades and Washrooms/Change Room Facility Construction - Award of Contract" be forwarded to the next Council Meeting.

*"Original signed by Laura Benson"*

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Approved by: Corporate Officer



City of Maple Ridge

**mapleridge.ca**

<b>TO:</b>	His Worship Mayor Michael Morden and Members of Council	<b>MEETING DATE:</b> December 10, 2019
<b>FROM:</b>	Chief Administrative Officer	<b>FILE NO:</b> 2340709
		<b>MEETING:</b> Council
<b>SUBJECT:</b>	Maple Ridge Secondary School and Merkle Park Spectator Seating Upgrades and Washrooms/Change Room Facility Construction - Award of Contract	

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#### EXECUTIVE SUMMARY:

The Maple Ridge Secondary School (MRSS) Track Facility Upgrades project is one of the Parks, Recreation & Culture infrastructure priorities approved to proceed as part of the Alternate Approval Process after significant community consultation. The proposed track facility upgrades include four components: lighting for the track, upgraded spectator seating, washrooms/change rooms, and a competition-level field throw facility.

The detailed design for each of the components has been completed incorporating feedback received from stakeholders through the design process. Several of the components were tendered separately to ensure construction expertise related to each component's scope of work and to obtain best pricing. In October, Council awarded the contract for the construction of the hammer and discus throw facility. The running track lighting construction contract is anticipated to be awarded after the tender closes on December 19. The upgraded spectator seating and washrooms/change rooms components, designed as one structure, were tendered together.

Within the overall funding envelope, funding is apportioned for each component and the pricing received for the field throw facility and the spectator seating upgrades and washrooms/change rooms are within the respective apportioned amounts. During the detailed design, the cover for the spectator seating was identified as an element that would exceed the funding identified as the original pre-packaged fabric awning concept proved unworkable and a custom solution is required. Although this element has been designed, it is excluded from the spectator seating and washroom/change rooms scope of work and staff suggest that pricing could be obtained for the cover after construction costs have been finalized for the other components, if desired by Council.

Staff recommends that the contract for the construction of the spectator seating, washrooms/change rooms be awarded to the lowest compliant bid which was received from Tikal Construction Limited. Council approval to award the contract is required for the work to proceed and to be completed in advance of the 2020 BC Summer Games.

#### RECOMMENDATION:

**That Contract ITT-PL19-69: Construction of Track Facility Upgrades at MRSS Track be awarded to Tikal Construction Limited the total base bid price of \$1,156,500.00 excluding taxes; and**

**That a contingency of \$217,000.00 be authorized; and further**

**That the Corporate Officer be authorized to execute the contract.**

## DISCUSSION:

### a) Background Context:

Stakeholder input was garnered through the design process with the upgraded spectator seating and three accessible combination washroom/change rooms designed as one structure, with a concrete pad for portable bleachers and small tents also included in the scope.

A cover for the spectator seating area, originally envisioned in the 2016 Infrastructure Concept as a fabric awning, remained a desired element for the bleacher upgrades. A hard roofing-system cover was designed based on input from stakeholders including School District 42 and the design consultant. The Class A estimate provided suggests the cover is anticipated to cost \$900,000 which exceeds the allocated funding for this element.

An Invitation to Tender (ITT-PL19-69) was issued through BC Bid on October 28, 2019 for the construction of the MRSS Track Facility Spectator Seating Upgrades and the Washroom/Change Rooms excluding the designed cover. Submissions from seven proponents were received before closing on November 25, 2019. The total tender prices (excluding taxes) are listed below from lowest to highest:

	Base Price:
1) Tikal Construction Limited	\$1,087,000.00
2) Valley West Construction Limited	\$1,185,000.00
3) Index Construction (BC) Inc.	\$1,261,341.00
4) Bervin Construction Limited	\$1,267,000.00
5) Canadian Landscape & Civil Services Ltd.	\$1,321,297.00
6) Wilco Civil Inc.	\$1,351,779.00
7) Golden Globe Construction Limited	\$1,825,000.00

Tikal Construction Limited's tendered price in the amount of \$1,087,000.00 plus selected optional works for a contract total of \$1,156,500.00 is the lowest bid submitted providing best value. Tikal Construction is experienced in similar construction work.

### b) Desired Outcome:

The desired outcome is to enhance the track facility with upgraded spectator seating and new washrooms/change rooms to better support local and regional competitions such as Provincials and the BC Summer Games that will be hosted in the community next summer.

### c) Strategic Alignment:

The construction of upgraded spectator seating and washrooms/change rooms is a component of the MRSS Track Facility Upgrades project, which is one of a number of Parks, Recreation & Culture current infrastructure priorities targeting growth and community pride.

### d) Citizen/Customer Implications:

Community sports participants along with casual park and running track users will be provided with an enhanced facility that provides desired amenities and a comfortable and enjoyable experience for competitions, training and fitness activities.

### e) Business Plan/Financial Implications:

Total project funding of \$2.5M from approved borrowing is included in the Adopted Financial Plan for the design and construction of all four components of the MRSS track facility upgrades. Construction costs for the upgraded spectator seating, washroom/change room facility in the amount of \$1,156,500.00 along with a contingency of \$217,000.00 is within the funding apportioned for these components. A summary of this breakdown is as follows:

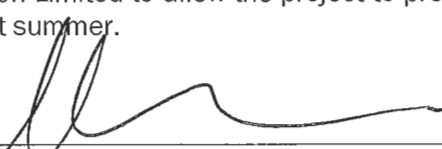



Hammer & Discus Field Throw Facility (Awarded)	\$ 350,541.00
Contingency	\$ 40,000.00
Spectator Seating/Washroom Design Consultant Team (Awarded)	\$ 166,720.00
Contingency	\$ 25,000.00
Spectator Seating & Washrooms/Change Rooms	\$1,156,500.00
Contingency	\$ 217,000.00
Running Track Lighting - <i>tender issued</i> (anticipated)	\$ 200,000.00
<b>Total</b>	<b>\$2,155,761.00</b>

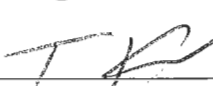
As shown above, several components have been tendered separately, each with a contingency amount set aside for unexpected ground conditions which may not be needed during the construction phase. Should Council wish to move ahead with the spectator seating cover, staff recommend pricing this element after the other components have been constructed and budget amounts are finalized. This would enable any additional funding that may be required to be accurately identified before tendering and presenting it to Council for consideration.

#### CONCLUSION:

The Maple Ridge Secondary School track facility upgrades will provide an enhanced facility for park patrons, as well as community and school athletic groups. Staff is satisfied with the submissions received and recommends that the construction contract for the MRSS Track Facility Upgrades be awarded to Tikal Construction Limited to allow the project to proceed and be delivered in advance of the BC Summer Games next summer.

  
Prepared by: **Michael Millward, PE**  
**Manager, Facilities Operations**

  
Approved by: **Valoree Richmond, MBCSLA**  
**Acting Director, Parks & Facilities**

  
Reviewed by: **Trevor Thompson, BBA, CPA, CGA**  
**Chief Financial Officer**

  
Approved by: **David Boag**  
**Acting General Manager Parks, Recreation & Culture**

  
Concurrence: **Al Horsman**  
**Chief Administrative Officer**



**TO:** His Worship Mayor Michael Morden and Members of Council  
**FROM:** Chief Administrative Officer  
**SUBJECT:** Child Care Partnership – Family Education & Support Centre

**MEETING DATE:** December 10, 2019  
**FILE NO:**  
**MEETING:** Council Workshop

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**EXECUTIVE SUMMARY:**

The attached report is scheduled to be on the next Council Meeting agenda for discussion and consideration of the recommendation. The Council Workshop forum provides an extended opportunity for Council to seek additional information if required, prior to decision-making.

**RECOMMENDATION:**

**That the attachment to the December 10, 2019 report titled “Child Care Partnership – Family Education & Support Centre” be forwarded to the December 10, 2019 Council Meeting.**

*\*Original signed by Laura Benson\**

*Approved by: Corporate Officer*

**Attachment:**

- **Child Care Partnership – Family Education & Support Centre** – staff report dated December 10, 2019

**TO:** His Worship Mayor Michael Morden  
and Members of Council  
**MEETING DATE:** December 10, 2019  
**FILE NO:** 01-0640-30-2019  
**FROM:** Chief Administrative Officer  
**MEETING:** Council  
**SUBJECT:** Child Care Partnership – Family Education & Support Centre

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**EXECUTIVE SUMMARY:**

The Family Education & Support Centre (the Centre) has received over \$700,000 in grants for the operating costs associated with new child care spaces. The Centre has approached the City regarding a potential partnership to provide much needed childcare spaces to the community. The partnership identified includes the City providing no cost land, as a lease or licence to occupy model, for a term of 15 years to be used for modular childcare facilities. Staff from both organizations have met and identified four potential sites including Albion Sports Complex, Pioneer Park, Volker Park and a bare lot adjacent to Eric Langton Elementary.

The following provides Council with background information to consider regarding a potential partnership, the commitment required by the City should it proceed and next steps should this work be supported.

**RECOMMENDATION:**

That staff be directed to work with the Family Education & Support Centre on a grant application(s) for the Childcare BC New Spaces Fund of up to \$3 million per site for the purpose of a childcare facility partnership;

That staff be directed to support the Family Education & Support Centre on neighbourhood consultation processes of the four potential sites.

**DISCUSSION:****a) Background Context:**

Earlier this spring the Minister of State for Childcare, Katrina Chen, visited the City of Maple Ridge and met with members of Council from Maple Ridge and Pitt Meadows, School District No. 42 Board Members and staff from each respective organization. At this meeting, Minister Chen shared the Province of BC's focus of increasing affordable childcare for BC residents which includes capital funding for up to \$3 million per site. During the same visit, Minister Chen visited a number of childcare provision operators within the community to encourage partnerships for funding applications.

Recently, the Centre was awarded \$700,000 in federal funding for operating costs associated with the creation of new childcare spaces over three facilities, however, they are struggling to find suitable locations. If they are unsuccessful in securing space by March 2020, they will likely be required to return the funding. This has resulted in a formal request to work with the City on a plan that would see up to 460 new childcare spaces in the community.

Staff from the City and the Centre have met multiple times to discuss how to work together to provide additional childcare spaces in the community. This plan includes identifying potential park sites to be used for temporary modular childcare facilities, co-applying for grant funding under the Childcare BC New Spaces Program and conducting neighbourhood consultations to ensure neighbourhoods are on board. Four potential sites have been considered:

- Albion Sports Complex
- Pioneer Park
- Volker Park
- Bare lot across from Eric Langton

The City's contribution to the partnership would include a 15 year leasehold/licence to occupy commitment to the Centre, acting as co-applicant for the grant and supporting the Centre through the neighbourhood consultation. The Centre would manage the neighbourhood consultation, tendering of construction in addition to general project management (including any site or servicing work required) and operations of the facilities.

Each of the four sites identified can easily accommodate a 7,500 square foot modular facility and are in areas that have capacity, during daytime hours, within existing parks (excluding the bare lot near Eric Langton). Each site will likely require substantial site works which would be financed through the capital grant funding. An overview of each proposed site is provided below:

**1) Albion Sports Complex**

This location provides ample area to locate a temporary facility with the site access provided from 104 Avenue. The sports complex is zoned CD-4-88 and is designated as Park in the ALR in the Official Community Plan (OCP). As such, a non-farm use application would need to be submitted for this temporary use. The existing playground and water spray park would be a benefit to the daycare operation (in a non-exclusive use basis) and play opportunities provided by the daycare would complement the park amenities. Introducing a daytime daycare operation at this sports complex would fit well as the sports field and park use is primarily evenings and weekends. The existing parking and drop off area would be accessible to the daycare with minimal improvements.

**2) Pioneer Park**

This neighbourhood park, addressed at 11814 230 Street, has a large underutilized area with ample space to provide the required daycare site space and a buffer for the adjacent residents. The park is zoned P-2 (Special Institutional) and designated Park in the OCP. The park is 1.536 Ha (3.80 acres) in size with a pathway, playground and community garden. Should this site be supported, an access way off 230 Street would need to be provided for the daycare facility's drop off and staff use.

**3) Volker Park**

This neighbourhood park, fronting 123 Avenue, has an available area that would be sufficient in size to accommodate the childcare facility space needs along with a buffer for the adjacent residents. The park is zoned RS-3 / RS-1 and designated Park in the OCP. The park is 1.618

Ha (4.0 acres) in size and contains a playground, open grass areas and pathway loop. Should this site be supported, the adjacent school access and parking area may provide an opportunity for drop off needs, however, an access way off 123 Avenue and small parking area would likely be needed for staff.

**4) 12157 227 Street (Future Park)**

This lot, abutting the east side of Eric Langton Elementary School and 0.129 Ha (0.31 acres) in size, is currently vacant and identified for a future park. The parcel is zoned RS-1 and designated as Park within the OCP. The lot was acquired in 2018 and future park development plans will await the remaining lot acquisition to the south. The lot provides the required area for a facility and is serviced. Further park acquisition is planned for this future park and park development plans would not advance until acquisition is complete, which provides an opportunity for the land to be used in the intervening time.

**Next steps:**

If Council supports this partnership, City staff will work with the Centre on a joint application to the Childcare BC New Spaces program while concurrently supporting the Centre through a neighbourhood consultation process on the potential sites.

If successful with the grant applications, the projects would move forward to the design stage. At that time, staff would provide Council with an updated project plan including neighbourhood consultation results and recommendations on which sites should proceed.

**b) Desired Outcome:**

To provide parkland, where capacity exists, to the Centre for a term of 15 years for the provision of much needed childcare in the community.

**c) Strategic Alignment:**

The 2010 Parks, Recreation & Culture Master Plan references the need to expand the provision and promotion of programs for children in the community through partnerships and is in harmony with Councils strategic priority of growth.

**d) Citizen/Customer Implications:**

The addition of up to 460 new childcare spaces throughout the community would serve many families where often times caregivers work outside of Maple Ridge. In addition, these three new facilities will likely create job opportunities in Maple Ridge.

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

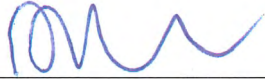
Some staff time will be required to support the Centre with the grant application process, community consultation and project management oversight although this would be in a supportive, not lead, capacity.

**f) Policy Implications:**

Staff consulted with the City's procurement division who have confirmed that a competitive process is not required under the Purchasing Policy as the proposed childcare service is not on behalf of the City, rather the City is providing land to a not-for-profit organization to provide a service to the community.

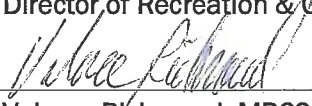
**CONCLUSION:**

Working with the Family Education & Support Centre to convert underutilized park space into modular childcare facilities will provide many families with affordable, licenced childcare. The City's commitment would be a 15 year lease/licence to occupy and include staff time to support the Centre through the grant application process, community consultation and construction phases.



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Prepared by: **Danielle Pope**  
Director of Recreation & Community Engagement



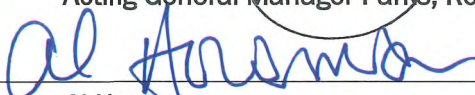
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Prepared by: **Valoree Richmond, MBCSLA**  
Acting Director, Parks & Facilities



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Approved by: **David Boag**  
Acting General Manager Parks, Recreation & Culture



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Concurrence: **Al Horsman**  
Chief Administrative Officer