

City of Maple Ridge

COUNCIL MEETING AGENDA

February 26, 2019

7:00 p.m.

Council Chamber

ADDENDUM

1300 **OTHER MATTERS DEEMED EXPEDIENT**

1301 **2017-461-RZ, 11641-227 Street, Cash in-Lieu Housing Option**

Staff report dated February 26, 2019 recommending that the necessary bylaw readings, as originally presented on January 29th, 2019, be granted and forwarded to the March 19th, 2019 Public Hearing, retaining the Housing Agreement condition that secures the 13 market rental units and 3 affordable rental units for a period of 20 years; OR

That the terms and conditions for 2017-461-RZ as presented on January 29th, 2019 be amended to include a voluntary cash in-lieu contribution of \$256,000 along with an additional community amenity contribution of \$49,600 and that a Housing Agreement no longer be required to secure the future provision of affordable, rental and special needs housing; and that the necessary bylaw readings be granted and forwarded to the March 19th, 2019 Public Hearing.

Checked by: 

Date: Feb 22/19

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council

MEETING DATE: February 26, 2019
FILE NO. 2017-461-RZ

FROM: Chief Administrative Officer

MEETING: Council

SUBJECT: Addendum Report - 2017-461-RZ: 11641-227 Street
Cash in- Lieu Rental Housing Option

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property located at 11641 227 Street from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential), to permit the future construction of two residential apartment buildings with approximately 153 residential units with a density of 2.0 FSR. To accommodate the proposed density, the applicant has voluntarily agreed to provide a portion of the building as rental, noting this is in keeping with their stated business model. Specifically, a total of 16 rental units have been proposed - 3 Affordable and 13 Market Rental Units. As is consistent with past practice, the rental housing units would be secured through a Housing Agreement.

Council granted first reading to Zone Amending Bylaw No. 7401-2017 and considered the early consultation requirements for the Official Community Plan (OCP) amendment January 16, 2018.

On January 29, 2019, the application was considered by Council for second reading. During that meeting Council expressed an interest in re-visiting the in-kind contribution of the 13 market rental and 3 affordable rental units, and directed staff to discuss further with the applicant the option of providing a cash in-lieu contribution in exchange for the proposed increase in density.

This report summarises the outcomes of the ensuing discussions with the applicant to inform Council's further consideration of application 2017-461-RZ.

RECOMMENDATION:

Council consider the following options:

- 1) That the necessary bylaw readings, as originally presented on January 29th, 2019, be granted and forwarded to the March 19th 2019 Public Hearing, retaining the Housing Agreement condition that secures the 13 market rental units and 3 affordable rental units for a period of 20 years; OR
- 2) That the terms and conditions for 2017-461-RZ as presented on January 29th, 2019, be amended to include a voluntary cash in-lieu contribution of \$256,000, along with an additional community amenity contribution of \$49,600 and that a Housing Agreement no longer be required to secure the future provision of affordable, rental and special needs housing; and that the necessary bylaw readings be granted and forwarded to the March 19th 2019 Public Hearing.

DISCUSSIONS WITH APPLICANT

On January 29, Council directed staff to discuss with the applicant a cash in-lieu amenity option as an alternative to the direct provision of the proposed 16 rental units, secured by a Housing Agreement, given that the applicant is seeking a density bonus.

Through the subsequent discussions, the applicant proposed a cash in-lieu figure of \$20.00 a sq. ft. or an estimated figure of \$256,000. In addition, the applicant expressed an interest in maintaining the 16 units as market rental, however with the cash in-lieu, the units would not be secured by a Housing Agreement.

Lastly, through the discussions the applicant also recognised and agreed that in absence of a Housing Agreement, the 16 units would now be subject to Council's City-Wide CAC Policy 6.31. As a result, the applicant would be subject to an additional CAC rate of \$3,100 per unit for the 16 units for an estimated further contribution of \$49,600. Combined, the voluntary contributions stemming from this development becoming a fully market project is approximately \$305,600.00. This is in addition to the previously reported CAC contribution of \$424,700.00, which is derived from the \$3,100.00 CAC charge for the remaining 137 market units.

It is noted that in absence of more detailed financial analysis, it is difficult to determine at this time whether the proposed cash in-lieu figure represents appropriate compensation for the possible change in the project. Further, and should Council opt to proceed forward without requiring a housing agreement towards the possible conversion of the 16 units to market units, the originally terms and conditions as presented on January 29, 2019 will need to reflect the change and are presented in Appendix A. Such a change, however, will not alter the Zone Amending Bylaw as previously presented. Therefore, whichever option Council chooses, the application can precede to the March 2019 Public Hearing if Council grants second reading.

"Original signed by Brent Elliott"

Prepared by: Brent Elliott, MCIP, RPP,
Manager of Community Planning

"Original signed by Brent Elliott" for

Approved by: Christine Carter, MPL, MCIP, RPP
Director of Planning

"Original signed by Frank Quinn"

Approved by: Frank Quinn, MBA, P. Eng.
General Manager, Public Works and
Development Services

"Original signed by Paul Gill"

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

Attached:

Appendix A – Modified Recommendation Section to January 22 2019 COW First and Second Reading Report 11641 227 St
Appendix B – January 22, 2019 COW Report – First and Second Reading 11641 227 Street

RECOMMENDATIONS:

- 1) That, in accordance with Section 475 of the *Local Government Act*, opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7525-2018 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;
- 2) That Official Community Plan Amending Bylaw No. 7525-2018 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
- 3) That it be confirmed that Official Community Plan Amending Bylaw No. 7525-2018 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Official Community Plan Amending Bylaw No. 7525-2018 be given first and second readings and be forwarded to Public Hearing;
- 5) That Zone Amending Bylaw No. 7401-2017 be amended as identified in the staff addendum report dated February 26th, 2019, be given second reading, and be forwarded to Public Hearing;
- 6) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Approval from the Ministry of Transportation and Infrastructure;
 - iii) Road dedication as required;
 - iv) Subdivision of the subject property into two lots;
 - v) Amendment to Official Community Plan Schedule "A", Chapter 10.4 Town Centre Area Plan, Schedule 1 – Town Centre Area Land-Use Designation Map and Schedule "C";
 - vi) Registration of a Restrictive Covenant based on the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;
 - vii) Registration of a Restrictive Covenant for the protection of the Environmentally Sensitive areas (wetlands) on the subject property;
 - viii) Registration of a Restrictive Covenant for Stormwater Management;
 - ix) Registration of a Statutory Right-of-Way plan and agreement for a trail;
 - x) The posting of necessary securities or construction of the trail on the subject property and on the City land to the west;
 - xi) Registration of a Restrictive Covenant for Stormwater Management;
 - xii) Registration of a Restrictive Covenant for protecting the Visitor Parking;

- xiii) Registration of a Restrictive Covenant tying any tandem parking stall to one unit;
- xiv) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site;
- xv) A Traffic Impact Assessment prepared at the sole cost of the proponent to the satisfaction of the City. The findings in the assessment may require the proponent to upgrade infrastructure at their sole cost;
- xvi) That a voluntary contribution in the amount of \$256,000.00 be provided in exchange for the bonus density requested; and
- xvii) That a voluntary contribution, in the amount of \$474,300 (\$3,100 unit X 153 units) be provided in keeping with the Council Policy with regard to Community Amenity Contributions.



City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	MEETING DATE:	January 22, 2019
FROM:	Chief Administrative Officer	FILE NO:	2017-461-RZ
		MEETING:	C o W
SUBJECT:	First and Second Reading Official Community Plan Amending Bylaw No. 7525-2018; Second Reading Zone Amending Bylaw No. 7401-2017; First and Second Reading Housing Agreement Bylaw No. 7524-2018; 11641 227 Street		

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property located at 11641 227 Street from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential), to permit the future construction of two residential apartment buildings with approximately 153 residential units. Council granted first reading to Zone Amending Bylaw No. 7401-2017 and considered the early consultation requirements for the Official Community Plan (OCP) amendment January 16, 2018.

Two text amendments to the following Sections of the Maple Ridge Zoning Bylaw No. 3510-1985 are required. Firstly, to increase the density to a maximum floor space ratio (FSR) not to exceed a net density of 2.0 (FSR). The applicant is proposing a Density Bonus to construct 3 affordable rental and 13 market rental units in exchange for density. Secondly, to increase the height of the building from 4 storeys to 6 storeys which will be in accordance with Section 483 of the Local Government Act and through 11641 227 Street Housing Agreement Bylaw No. 7524-2018 (Appendix E).

Amendments to the OCP are also required; first to amend the *Conservation* boundary; and second, to amend the Low Rise Apartment land use designation to permit a 6 story development on this specific site.

The subject property is located within the Town Centre Area Plan boundaries and thus all market units are subject to the City Wide Community Amenity Contribution Program. This application is subject to the Community Amenity Contribution Program at a rate of (\$3,100.00 per apartment dwelling unit) for an estimated amount of \$474,300.00.

Park land dedication was provided through a previous development application, but the applicant is providing a trail through the north section of the property for the public to access the park site to the west.

RECOMMENDATIONS:

- 1) That, in accordance with Section 475 of the *Local Government Act*, opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7525-2018 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;
- 2) That Official Community Plan Amending Bylaw No. 7525-2018 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
- 3) That it be confirmed that Official Community Plan Amending Bylaw No. 7525-2018 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Official Community Plan Amending Bylaw No. 7525-2018 be given first and second readings and be forwarded to Public Hearing;
- 5) That Zone Amending Bylaw No. 7401-2017 be amended as identified in the staff report dated January 22, 2019, be given second reading, and be forwarded to Public Hearing;
- 6) That 11641 227 Street Housing Agreement Bylaw No. 7524-2018 be given first and second readings;
- 7) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Approval from the Ministry of Transportation and Infrastructure;
 - iii) Road dedication as required;
 - iv) Subdivision of the subject property into two lots;
 - v) Amendment to Official Community Plan Schedule "A", Chapter 10.4 Town Centre Area Plan, Schedule 1 – Town Centre Area Land-Use Designation Map and Schedule "C";
 - vi) Registration of a Restrictive Covenant based on the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;
 - vii) Registration of a Restrictive Covenant for the protection of the Environmentally Sensitive areas (wetlands) on the subject property;
 - viii) Registration of a Restrictive Covenant for Stormwater Management;
 - ix) Registration of a Statutory Right-of-Way plan and agreement for a trail;
 - x) The posting of necessary securities or construction of the trail on the subject property and on the City land to the west;
 - xi) Registration of a Restrictive Covenant for Stormwater Management;

- xii) Registration of a Restrictive Covenant for protecting the Visitor Parking;
- xiii) Registration of a Restrictive Covenant tying any tandem parking stall to one unit;
- xiv) Registration of a Housing Agreement in accordance with Section 483 of the *Local Government Act* and a Restrictive Covenant stating that 3 units will be Affordable Rental Units and 13 units will be Market Rental Units that will be restricted to residential rental units;
- xv) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site;
- xvi) A Traffic Impact Assessment prepared at the sole cost of the proponent to the satisfaction of the City. The findings in the assessment may require the proponent to upgrade infrastructure at their sole cost; and
- xvii) That a voluntary contribution, in the amount of \$474,300 (\$3,100 unit) be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

DISCUSSION:

1) Background Context:

Applicant: Bissky Architecture and Urban Design Inc.
Wayne Bissky

Legal Description: Lot 1, D.L. 401, NWD, Plan BCP24521

OCP:
Existing: Low-Rise Apartment and Conservation
Proposed: Low-Rise Apartment and Conservation

Zoning:
Existing: RS-1 (One Family Urban Residential)
Proposed: RM-2 (Medium Density Apartment Residential)

Surrounding Uses:

North: Use: Park
Zone: RS-1 (Single Detached Urban Residential)
Designation: Conservation, Low-Rise Apartment

South: Use: Apartment
Zone: RM-2 (Medium Density Apartment)
Designation: Low-Rise Apartment, Conservation

East: Use: Single Family, Senior's Assisted Living Apartment
Zone: RS-1 (One Family Urban Residential), CD-1-00 (Comprehensive Development)
Designation: Single Family Residential, Low-Rise Apartment

West: Use: Park
 Zone: RS-1 (Single Detached Urban Residential)
 Designation: Conservation, Low-Rise Apartment

Existing Use of Property: Vacant, except for a discontinued temporary Sales Office for an adjacent development
 Proposed Use of Property: RM-2 (Medium Density Apartment Residential District)
 Site Area: 1.425 ha (3.5 acres)
 Access: 227th Street
 Servicing requirement: Urban Standard

2) Project Description:

The applicant has applied to rezone the 0.55 ha (1.36 acres) of the southern portion of the subject property (Appendix A) to RM-2 (Medium Density Apartment Residential District) leaving the remainder of the property zoned RS-1 (One Family Urban Residential) for future development. The applicant is proposing to subdivide that portion of the subject property which will remain RS-1 (One Family Urban Residential) from the portion currently under application for rezoning.

The proposed development will consist of approximately 153 residential units with a density of 2.0 FSR. The proposal will consist of two apartment buildings 6 storeys in height and mezzanines stepping down towards the 227th Street. The parking will be accommodated in an underground parkade. A new trail will be accommodated at the north end of the subject property to provide an additional access point to the trails to the west of the subject property.

The proposal will include some rental housing units secured through a Housing Agreement. A total of 16 rental units will be provided - 3 Affordable and 13 Market Rental Units.

Summary of Development	
Number of Residential Units	153
Number of Rental Units. Affordable and Market Units.	3 Affordable Units 13 Market Units
Height of Building	6 Storeys above ground with two levels of parking below ground

The form and character of the development is to promote a cohesive building style and strong pedestrian oriented urban realm in Maple Ridge Town Centre by ensuring new buildings, renovations and/or additions have consistent architectural and urban design setbacks form, mass and height. In addition it helps to define the street and sidewalk areas as active public spaces. Further details of the design will be provided in a report to Council at the Development Permit stage.

Planning Analysis:

i) Official Community Plan:

The subject property is located in the North and South View Precinct of the Town Centre Area Plan and is designated Low-Rise Apartment and Conservation. The Town Centre Area Plan Zoning Matrix identifies that under the Low-Rise Apartment Designation RM-2 (Medium Density Apartment) is an appropriate zone for the designation. (Appendix B)

The Low-Rise Apartment designation is intended for development in a three (3) to five (5) storey apartment form where units are accessed from an internal corridor and residential parking is provided underground. The proposed development parking will be located within an underground parkade. As discussed later in this report, the applicant is proposing a 6 storey development. In order to accommodate the proposed height a site specific text amendment to the Low Rise Apartment land use designation in the Town Centre Plan has also been put forth. Staff acknowledge that 6 storey wood frame construction is becoming increasingly more common, and as such may warrant a future review of the Low Rise Apartment designation, through a separate staff effort.

Chapter 3 of the OCP, entitled "Neighborhoods and Housing", identifies several critical housing issues, one of these is housing affordability. Housing affordability is of particular concern for both homeowners and renters living in the community. Core Need is a term used by senior government to determine eligibility for social housing subsidies. A household is considered to be in core need when appropriate housing costs more than 30% of its gross income in shelter costs (either rent or mortgage payments). Housing affordability is also an issue for renters. The amount of residents spending greater than 30% of gross income on housing is an issue of concern because it's an indicator that these residents have less disposable income available for other basic needs, such as food, transportation, clothing, recreation and leisure. In Canada, housing is considered affordable if shelter costs account for less than 30 per cent of before-tax household income as defined by the Canada Mortgage and Housing Corporation (CMHC). However, the City of Maple Ridge Housing Action Plan further defines affordable housing as follows: Affordable housing is housing that is adequate in standard and does not cost so much that individuals and families have trouble paying for other necessities such as food, health, and transportation on an ongoing basis.

The following OCP policies and accompanying policies from the City's Housing Action Plan seek to address the issues of housing affordability, rental and special needs housing:

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

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

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

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

Maple Ridge Housing Action Plan

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

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

The proponent supports these policies with the provision of rental housing market and non-market units secured through a Housing Agreement (Appendix "E"). The designated rental units will be secured as such for a period not exceeding 20 years.

ii) Zoning Bylaw:

A portion of the subject property is proposed to be rezoned to RM-2 (Medium Density Apartment Residential) to accommodate the development. To accommodate the project, site specific changes to the RM-2 (Medium Density Residential) zone are proposed. They are as follows:

- 1.) Increase the permitted net density from 1.8 to 2.0 FSR, and
- 2.) Increase the building height from 15 metres (4 storeys) to 22 metres (6 storeys).

The BC Building Code now permits up to 6 stories in wood frame construction. It is likely the City will be seeing more requests for taller RM-2 zoned buildings. We have already had a number of such structures either built or in the approval process. The additional density of 0.2 FSR are being considered in exchange for the rental housing provisions of the development. This Density Bonus of 3 rental and 13 market rental units secured through a Housing Agreement. The corresponding height increase is proposed to accommodate the bonus floor space and is in keeping with the aforementioned market directions for wood frame construction.

iii) Off-Street Parking And Loading Bylaw:

Town Centre Parking Standards	Required	Proposed
Residential	1.5 per dwelling unit = 1.5 x 153 = 230 spaces rounded up	232 spaces
Visitor	Visitor 0.2 per dwelling unit = 0.2 X 153 = 31 spaces rounded up	32 spaces underground
Disabled Space	4	6

As indicated in the chart above the project has slightly exceeded the parking requirements of the Off-Site Parking and Loading Bylaw No. 4350-1990.

iv) Proposed Variances:

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

The requested variances to RM-2 (Medium Density Apartment Residential) zone will be the subject of a future Council report.

Detail	Required	Proposed
Front Yard Setback	7.5 m	1.6 m
Side Yard Setback	7.5 m	1.3 m (south side yard)

v) Development Permits:

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

vi) Advisory Design Panel:

The Advisory Design Panel (ADP) reviewed the form and character of the proposed development and the landscaping plans at a meeting held on July 18, 2018.(see Appendix G and H)

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

That File No. 2017-461-RZ be supported and the following concerns be addressed as the design develops and submitted to Planning staff for follow-up:

Landscape Comments:

1. Add tree plantings near the walkway on the West side and more benches to the South end;
2. Consider enhancing the vehicle emergency access with movable features to supplement the amenity space;
3. Enhance the surface treatment to define the pedestrian connection between building entrances and the amenity space;
4. Incorporate public art into the site;
5. If possible, add foundation planting at site along 227 Street;
6. Provide site sections with landscape detail to demonstrate treatment between buildings and property lines and rain gardens;
7. Widen the path or reduce the number of risers to eliminate the pinch point at the South stairway onto the perimeter path;
8. Consider adding amphitheater seating to site;
9. Add waste receptacles at the outdoor benches;
10. Consider lighting along the meandering path.

Architectural Comments:

1. Re-evaluate and apply rationalization of material placement on facades;
2. Re-evaluate the architectural expression of the entry through colour or massing;
3. Relocate the elevators to be more central in building 2;
4. Provide articulation of material transitions;
5. Rationalize the details of the other elevations to the blank wall to the North elevation of building 2.

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

vii) Development Information Meeting:

A Development Information Meeting was held at the Fraserview Village Banquet Hall on September 6, 2018. Approximately, sixty (60) people attended the meeting. A summary of the main comments

and discussions with the attendees was provided by the applicant and include the following main points:

- "Some guests did not support the 1.5m requested relaxation on the front yard setback along 227th Street.
- Some of the people who live at 11609 227th Street expressed the following concerns:
 - They felt that their building is slowly sliding east into the adjacent ravine. Therefore, they are concerned about the geotechnical stability of the development site and the potential impact construction of the proposed development will have on the stability of their building.
 - They are concerned about firefighting and cleaning equipment access to their building, specifically on its north side.
 - They are concerned about the impact the building will have on their views to the north and west.
- Some guests expressed concern about parking in the area.
- Many guests expressed concern about the City's homeless and drug addicted population.
- Some guests noted that they are disappointed with the existing roundabout at the intersection of 227th Street and Hollywood Avenue.
- Some guests expressed concern that the City will install a traffic light at the intersection of 227th Street and the Haney Bypass.
- Several guests expressed disappointment that a representative from the City was not at the meeting.
- Some guests noted that they were in support of the project in general.
- Two guests submitted comments sheets the following are the comments.
 - One expressed disappointment that the City did not send a representative to the meeting and also expressed concern about what the City will be proposing in the environmental dedication.
 - Another expressed concern about the geotechnical stability of the development site."

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

- **"1.5 m setback variance along 227th Street** – The 1.5m setback variance along 227th Street is appropriate for this site as the existing road right of way, boulevard, and sidewalk will remain. Additionally, the 1.5m setback allows for a more urban feel to the streetscape as the road rises north towards Lougheed Highway. All setbacks adjacent to the green belt and adjacent neighbours meet or exceed the setback requirements.
- **Firefighting and Cleaning Equipment Access to the Existing Building to the South** – The BC Building Code would not typically require that firefighting access be provided all the way around a building. The Architect promised to forward this concern to the developer for follow up.
- **Geotechnical Stability of the Soils** – A geotechnical investigation and report has been completed for the site by a professional geotechnical engineer. The building has been designed and will be constructed in accordance with its recommendations. Additionally, the geotechnical engineer will visit the site regularly during construction to ensure the report is complied with.
- **Views of the Adjacent Buildings** – There is a 7.5m setback from the south property line; residents in the adjacent building will maintain a view to the east towards the environmental dedication.

- **Parking** – The building includes two levels of underground parking and the number of stalls provided is in accordance with the City's Parking and Loading Bylaw.
- **Homeless** - Guests concerned about homeless and drug addition were encouraged to contact their City's and Provincial politicians.
- **Existing Roundabout** – Guests concerned about the existing roundabout at 227th Street and Hollywood Avenue were encouraged to contact the Engineering Department.
- **Traffic Light on the Haney Bypass** – Guests concerned about the potential traffic light on the Haney Bypass were encouraged to contact the Ministry of Transportation and Infrastructure.
- **No City Representative** – Guests were informed that the City does not typically attend development information meetings, but were encouraged to contact the City if they have any questions for City Staff.
- **Environmental Dedication** – The environmental dedication is a requirement of the City and the City will determine the final use of the area."

viii) Parkland Requirement:

For this project, there was sufficient land dedicated under a previous development application to fulfill the parkland dedication Environmental DP requirements for the site.

Even though this has been achieved the applicant has worked with the Parks and Recreation Department to incorporate a trail on the northern portion of the subject property to achieve an additional linkage into the park which will improve both access and security in the park.

3) Traffic Impact:

As the subject property is located within 800 metres of the Lougheed Highway, a referral has been sent to the Ministry of Transportation and Infrastructure. Ministry approval of the Zone Amending Bylaw will be required as a condition of final reading.

At this time, the Ministry has granted preliminary approval of the development application.

The applicant is required to do a traffic impact study due to its proximity to the Haney By-Pass as well as being located in the Town Center boundary.

Interdepartmental Implications:

i) Engineering Department:

The Engineering Department has reviewed the proposal and detailed comments have been forwarded to the applicant. (Appendix L) The normal urban standard road upgrades will be required on 227 Street and will include those outlined in Subdivision and Development Services Bylaw. This work will include: new concrete curb and gutter; sidewalk; bike lanes; sanitary sewer and water connections; civil design package; storm sewer achieving the 3 Tier Criteria; street lights; street trees, and under ground wiring. The following studies will also be required:

- Geotechnical
- Watermain analysis;
- Sewer analysis; and
- Traffic Impact study.

Please note this is only a summary of the extensive Engineering comments received by the Planning Department. The applicant should carefully review the detailed comment's provided then and act accordingly. These conditions will form the basis of a Rezoning Servicing Agreement and will be subject to change as the project proceeds.

ii) Parks & Leisure Services Department:

The applicant has agreed to provide a trail connection along the northern portion of the property to provide an additional connection to the park (Appendix "J"). In addition, the applicant has agreed to build a trail within the park running north and south at the top of the east slope.

iii) Fire Department:

The Fire Department has no issue with the application moving forward, a more detailed review of the site layout and building plans will be required.

4) School District No. 42 Comments:

Pursuant to Section 476 of the *Local Government Act*, consultation with School District No. 42 is required at the time of preparing or amending the OCP. A referral was sent to School District No. 42 on August 23, 2018 and the School Board made the following comments:

- The proposed application would affect the student population for the catchment areas currently serviced by Golden Ears Elementary and Thomas Haney Secondary School.
- Golden Ears Elementary has an operating capacity of 526 students. For the 2017-18 school year the student enrolment at Golden Ears Elementary was 484 students (93% utilization) including 178 students from out of catchment.
- Thomas Haney Secondary School has an operating capacity of 1200 students. For the 2017-18 school year the student enrolment at Thomas Haney Secondary School was 1144 students (95% utilization) including 724 students from out of catchment (Appendix I).

5) Intergovernmental Issues:

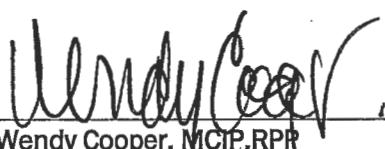
i) Local Government Act:

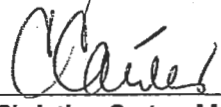
An amendment to the OCP requires the local government to consult with any affected parties and to adopt related bylaws in compliance with the procedures outlined in Section 477 of the *Local Government Act*. The amendment required for this application, to adjust the conservation boundary, is considered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

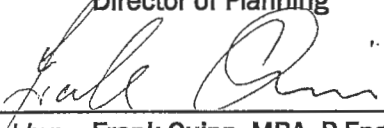
The amendment has been reviewed with the Financial Plan/Capital Plan and the Waste Management Plan of the Greater Vancouver Regional District and determined to have no impact.

CONCLUSION:

It is recommended that first and second reading be given to OCP Amending Bylaw No. 7525-2018, that second reading be given to Zone Amending Bylaw No. 7401-2017 as amended; First and Second Reading be given to 11641 227 Street Housing Agreement Bylaw No. 7524-2018 and that application 2017-461-RZ be forwarded to Public Hearing.


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


Reviewed by: Christine Carter, M.P.L., MCIP, RPP
Director of Planning


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


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

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – OCP Amending Bylaw No. 7525-2018
- Appendix D – Zone Amending Bylaw No. 7401-2017
- Appendix E – Housing Agreement Bylaw No. 7524-2018
- Appendix F – Site Plan
- Appendix G – Building Elevation Plans
- Appendix H – Landscape Plan
- Appendix I – School District 42
- Appendix J – Proposed Trail
- Appendix K – Proposed Variances
- Appendix L – Engineering Comments

APPENDIX A



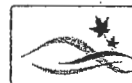
Scale: 1:2,500

Legend

- Stream
- Ditch Centreline
- Indefinite Creek

11641 227 STREET

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

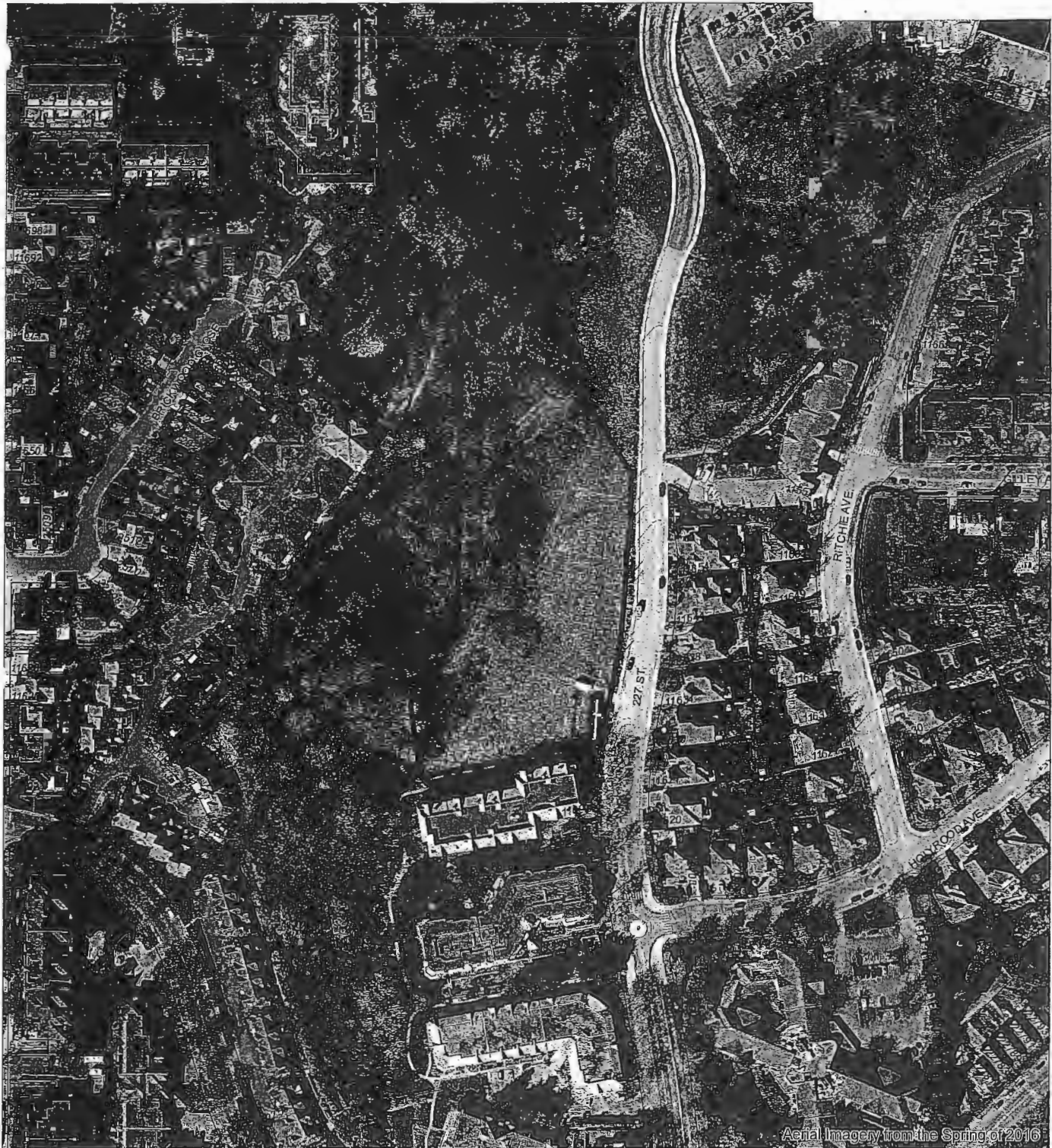
mapleridge.ca

FILE: 2017-461-RZ

DATE: Oct 13, 2017

BY: LP

APPENDIX B



Aerial Imagery from the Spring of 2016



Scale: 1:2,500

Legend

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

11641 227 St

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

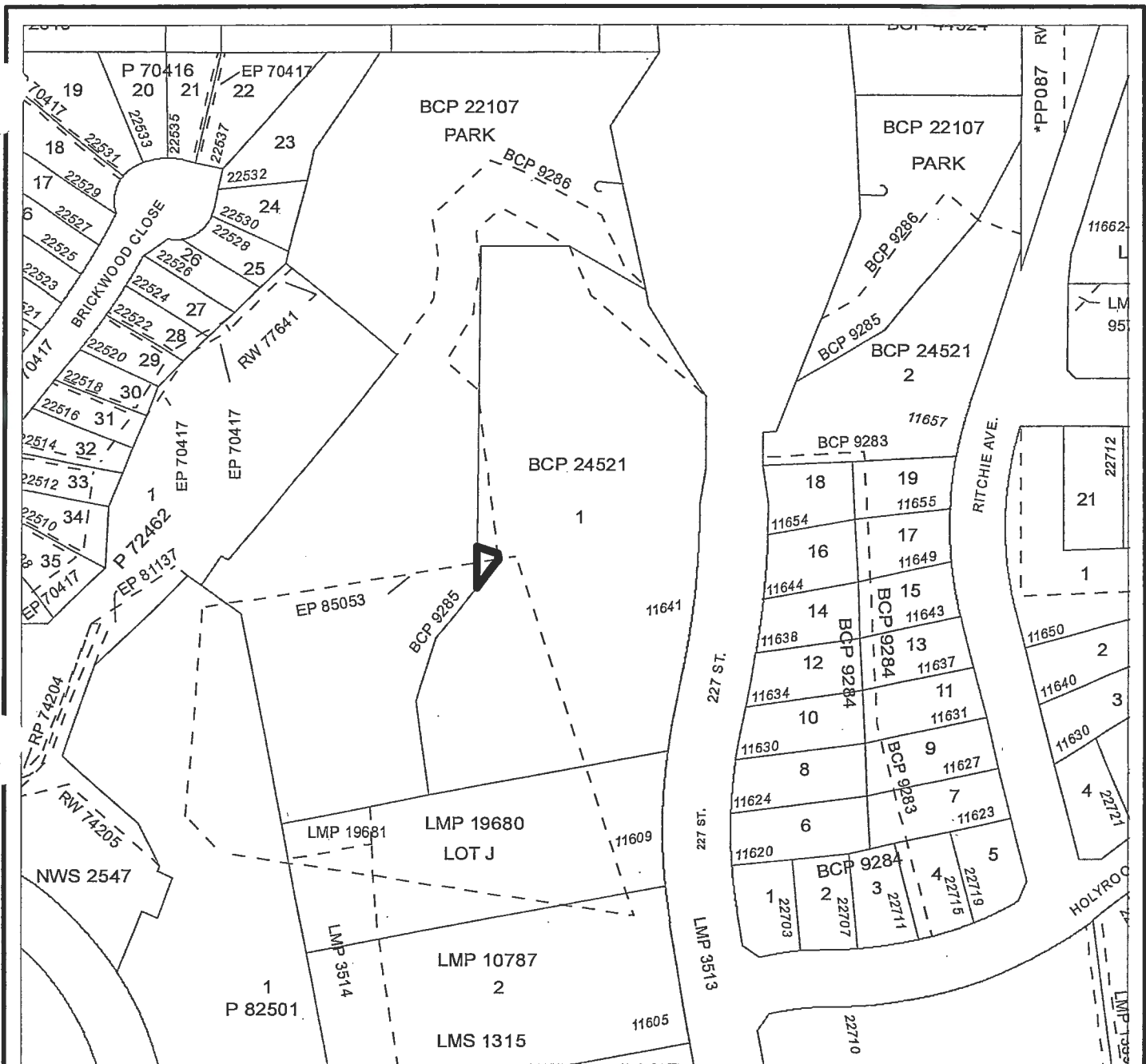
mapleridge.ca

FILE: 2017-461-VP

DATE: Jun 22, 2018

BY: JV

CORPORATE OFFICER



MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7525-2018

Map No. 989

Purpose: To Amend Town Centre Area Plan Schedule 1

From: Conservation

To: Low-Rise Apartment



SCALE 1:2,000



**CITY OF MAPLE RIDGE
BYLAW NO. 7401-2017**

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7401-2017."
2. That Part 6, Section 604, Medium Density Apartment Residential District (RM-2) be amended by inserting into Subsection 5 Density, after clause (f) the following new clause:
 - g) "The maximum floor space ratio shall be 1.8 times the lot area with the following exception: Lot 1, District Lot 401, Group 1, New Westminster District, Plan BCP24521:
 - i. An amount equal to 0.2 times the lot area may be added for providing a minimum of 16 units as rental, with a minimum, of 3 of those units being provided as non-market rental".
3. That Part 6, Section 604, Subsection 7 Size of Buildings and Structures, be deleted in its entirety and replaced with the following:
 - "a) All apartment buildings shall not exceed 15 metres nor 4 storeys in height;
 - b) A Maximum height of 22.0 metres nor 6 storeys shall be permitted at 11641 – 227 Street (Phase One). Lot 1, District Lot 401, Group 1, New Westminster District, Plan BCP24521".
4. That parcel or tract of land and premises known and described as:

Lot 1 District Lot 401 Group 1 New Westminster District Plan BCP24521

and outlined in heavy black line on Map No. 1738 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to RM-2 (Medium Density Apartment Residential).

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

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

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

PUBLIC HEARING held the day of , 20

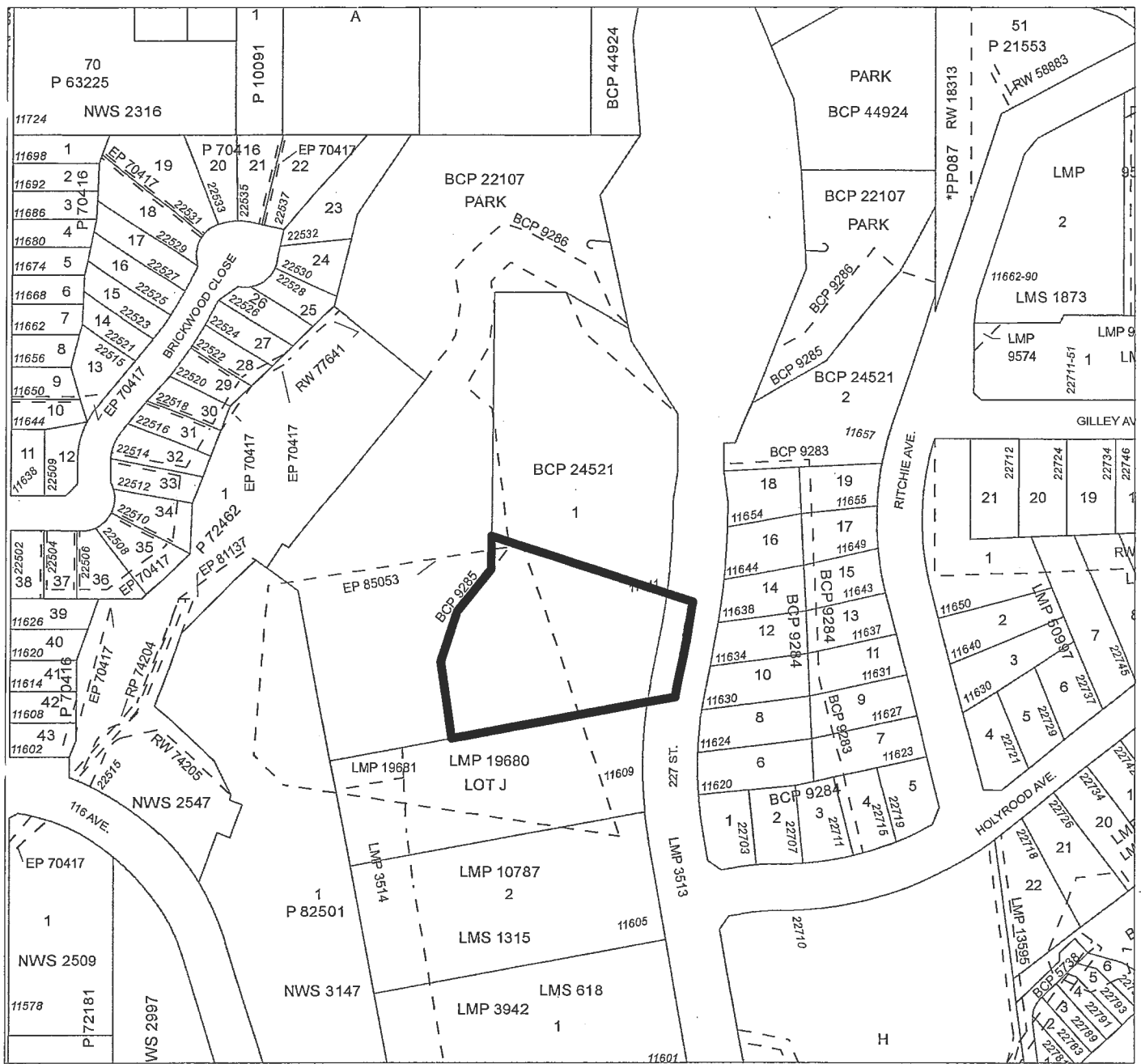
READ a third time the _____ day of _____, 20_____

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

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7401-2017

Map No. 1738

From: RS-1 (One Family Urban Residential)

To: RM-2 (Medium Density Apartment Residential)



SCALE 1:2,500

**CITY OF MAPLE RIDGE
BYLAW NO. 7524-2018**

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

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

1. By this Bylaw Council authorizes the City to enter into a housing agreement with Concordia Homes (1997) Ltd., in respect to the following land:

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

ADOPTED, the day of , 20

CORPORATE OFFICER

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND SECTION 219 COVENANT

BETWEEN:

CONCORDIA HOMES (1997) LTD., 24369 – 126 Avenue, Maple Ridge, BC,
V4R 1M2

(the "**Owner**")

AND:

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

(the "**City**")

AND:

ROYAL BANK OF CANADA, 10 York Mills Road, Toronto, Ontario M2P 0A2

(the "**Prior Chargeholder**")

WHEREAS:

- A. The Owner is the registered owner of lands legally described in the *Land Title Act* Form C attached to and forming part of this Agreement (the "**Lands**"),
- B. The Owner has applied to the City for a rezoning of the Lands and in connection with that rezoning the Owner wishes to enter into this Agreement with the City to set out terms and conditions respecting the occupancy of certain rental units to be constructed on the Lands, to have effect as both a covenant pursuant to section 219 of the *Land Title Act* (British Columbia) and a Housing Agreement pursuant to section 483 of the *Local Government Act* (British Columbia).
- C. The City has adopted a bylaw pursuant Section 483 of the *Local Government Act* to authorize this Agreement.

NOW THEREFORE in consideration of the promises below, the payment of \$1.00 by the City to the Owner and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City covenant and agree, pursuant to section 483 of the *Local Government Act* (British Columbia) and section 219 of the *Land Title Act* (British Columbia) as follows:

- 1. **Definitions** - In this Agreement, in addition to terms defined else:
 - (a) "**Accessibility Requirements**" means the accessibility requirements for persons with disabilities as set out in the BC Building Code, including section 3.8 of Division B of the Building Access Handbook 2014.
 - (b) "**Affordable Rental Unit**" means a Dwelling Unit on the Lands that is designated as an

Affordable Dwelling Unit pursuant to this Agreement and that shall, following such designation, be subject to certain use and occupancy restrictions as set out in this Agreement, including a maximum rent and a housing income limit.

- (c) **"Affordable Residential Rental Rate"** means 30% of the annual Housing Income Limit for the applicable size of the applicable Affordable Rental Unit, divided by 12.
- (d) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function.
- (e) **"Dwelling Unit"** means a self-contained set of habitable rooms providing residential accommodation for one Household containing only one set of cooking facilities.
- (f) **"Gross Annual Income"** means the sum of all taxable incomes, being the amount identified as taxable income on the most recent income tax return (line 260 of the income tax T1 General Form) of all individuals 15 years and older that reside in the Affordable Rental Unit.
- (g) **"Household"** means one or more individuals living in a Dwelling Unit consisting of:
 - (i) an individual;
 - (ii) two or more individuals related by blood, marriage, adoption or foster parenthood; or
 - (iii) three or fewer unrelated persons.
- (h) **"Housing Income Limit"** means the annual income required to pay the average market rent for an appropriately sized unit in the Abbotsford 'Planning Area', as published by BC Housing or its successor in function from time to time, for the following sized dwelling units: Bachelor, 1 Bedroom, 2 Bedroom, 3 Bedroom, and 4+ Bedroom. The 2018 Housing Income Limits are attached as Schedule A.
- (i) **"Market Rental Unit"** means a Dwelling Unit on the Lands that is designated as a Market Rental Unit pursuant to this Agreement and that shall, following such designation, be subject to certain use and occupancy restrictions as set out in this Agreement.
- (j) **"RTA"** means the *Residential Tenancy Act* (British Columbia).
- (k) **"Tenancy Agreement"** means a tenancy agreement as defined in the RTA (British Columbia) granting the right to occupy a Required Rental Unit.
- (l) **"Tenant"** means the occupant or occupants of a Required Residential Unit under a Tenancy Agreement.

CONSTRUCTION AND DESIGNATION OF REQUIRED RENTAL UNITS

2. **Construction & Designation of Required Rental Units** – The Owner shall construct three (3) Affordable Rental Units and thirteen (13) Market Rental Units on the Lands. Without limiting the foregoing, the Lands shall not be built upon unless the building so constructed contain three (3) Affordable Rental Units and thirteen (13) Market Rental Units and unless, before construction begins, the Owner designates, in writing to the City, which of the Dwelling Units, to be constructed on the Lands shall be the required Affordable Rental Units and

Market Rental Units, (which 3 designed Affordable Rental Units and 13 designated Market Rental Units are referred to herein as the "**Required Rental Units**"). The foregoing designation may not be changed without the prior written approval of the City.

3. **Accessibility** – Three (3) of the Required Rental Units shall be designed and constructed to meet the Accessibility Requirements and shall at all times be repaired and maintained so they meet the Accessibility Requirements.
4. **Building Design Requirements** - The Lands shall not be built upon unless the City is satisfied that the plans submitted to the City in connection with the building permit application for the proposed buildings show the Required Rental Units and conform with the requirement that three (3) of the Required Rental Units meet the Accessibility Requirements.
5. **Completion of Required Rental Units** –
 - (a) upon the completion of the construction of the first building to be constructed on the Lands, such building shall not be occupied or used for any purpose until and unless no less than eight (8) Required Rental Units are constructed within such building and designated in accordance with the requirements of this Agreement and the City has issued an occupancy permit for said Required Rental Units;
 - (b) upon the completion of the construction of the second building to be constructed upon the Lands, such building shall not be occupied or used for any purpose until and unless the remaining balance of the Required Rental Units are constructed within such building and designated in accordance with the requirements of this Agreement and the City has issued an occupancy permit for said Required Rental Units;
6. **Strata Subdivision Requirements** – The Land shall not be subdivided by deposit of a strata plan under the *Strata Property Act* unless:
 - (a) the Owner has filed a rental disclosure statement pursuant to section 139 of the *Strata Property Act* designating each of the Required Rental Units as a rental strata lot with a rental period expiry date no earlier than 20 years from the date of stratification;
 - (b) the strata corporation bylaws to be created by the filing of the strata plan do not contain restrictions on the rental of the Required Rental Units, including any provision preventing the rental of the Required Rental Units in accordance with the requirements and restrictions under this Agreement; and
 - (c) the strata corporation bylaws to be created by the filing of the strata plan contain the following provision: "Certain strata lots are subject to a Housing Agreement with the City of Maple Ridge that requires that, among other things, such strata lots only be used for residential rental purposes. No action shall be taken by the owners or the strata corporation to restrict or limit the terms of the Housing Agreement, including, but not limited to, amendment to these bylaws".
7. **Release** – If:

- (a) the City is satisfied that Required Rental Units have been constructed and designated in accordance with the requirements of this Agreement;
- (b) the City has issued an occupancy permit for all of the Required Rental Units; and
- (c) either (i) the Lands are subdivided such that one or more parcels created by such subdivision do not contain any Required Rental Units, or (ii) the building containing the Required Rental Units is subdivided by deposit of a strata plan under the *Strata Property Act* such that one or more of the strata lots created through such subdivision do not contain any Required Rental Units and the Owner has complied with the requirements of the preceding section entitled "Strata Subdivision",

then the City shall, upon the request of the Owner, execute and deliver to the Owner a registrable release of this Agreement that will discharge this Agreement from title to the parcels or strata lots, as the case may be, that do not contain any Required Rental Units, which release shall be prepared and registered in the land title office by and at the expense of the Owner.

OCCUPANCY RESTRICTIONS

8. **Residential Use Only** – Each Required Rental Unit may only be used as a permanent residence providing rental residential accommodation. Without limiting the foregoing, the Required Rental Units shall not be used to provide vacation or other temporary accommodation.
9. **Tenure Requirements – Rental Only** – Each Required Rental Unit may only be occupied by one or more individuals who occupy the Required Rental Unit as a permanent residence pursuant to a Tenancy Agreement. For clarity and without limiting the foregoing, the Owner may not occupy a Required Rental Unit.
10. **Affordable Rental Units - Rental and Occupancy Restrictions –**
 - (a) Maximum Tenant Income – The Owner shall not enter into a Tenancy Agreement with respect to an Affordable Housing Unit, and shall not otherwise rent or lease an Affordable Housing Unit, to a Tenant or Tenants where the Gross Annual Income of all occupants of the Affordable Housing Unit is greater than the Housing Income Limit applicable to the size of the Affordable Housing Unit.
 - (b) Maximum Rent - The Owner shall not charge a monthly rent for an Affordable Rental Unit that exceeds the Affordable Residential Rental Rate applicable to the size of the Affordable Rental Unit.
11. **Other Tenancy Requirements** – The Owner shall comply with the following requirements:
 - (a) Reference to Housing Agreement - Every Tenancy Agreement shall specify the existence of this Agreement and the occupancy restrictions applicable to the Affordable Rental Unit or Market Rental Unit, as the case may be, and a copy of

this Agreement shall be attached to every Tenancy Agreement.

- (b) Occupant Identification - Every Tenancy Agreement shall identify all occupants of the applicable Required Rental Unit.
- (c) Income Information – Before entering into a Tenancy Agreement for an Affordable Rental Unit, the Owner shall obtain copies of each proposed occupant's most recent income tax return for the purposes of determining compliance with the Housing Income Limit requirements of this Agreement and will retain and provide copies of same to the City upon request of the City's Director of Planning from time to time.
- (d) Copy to Municipality - The Owner shall deliver to the City a copy of each then current Tenancy Agreement for Required Rental Units, are any of them as may be specified by the Director of Planning, upon request from the Director of Planning from time to time.
- (e) No Extra Charges - The Owner shall not require a Tenant to pay any extra charges or fees for use of any common property, limited common property, or other common area, for property taxes or for sanitary sewer, storm sewer, water utilities or similar services and no provision to that effect shall be included in any Tenancy Agreement.
- (f) Other Tenancy Agreement Terms – Every Tenancy Agreement shall include:
 - (i) a clause requiring the Tenant to comply with the use and occupancy restrictions contained in this Agreement;
 - (ii) a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the RTA if the Tenant uses or occupies, or allows use or occupation of, the Required Rental Unit in breach of any of the use and occupancy restrictions contained in this Agreement; and
 - (iii) a clause prohibiting the Tenant from subleasing the Required Rental Unit or assigning the Tenancy Agreement, without the prior written consent of the Owner.
- (g) Fixed Term – If the Tenancy Agreement is for a fixed term, the term of the Tenancy Agreement shall not exceed one year.
- (h) Sublease/Assignment - The Owner shall not permit a Restricted Rental Unit to be subleased or a Tenancy Agreement to be assigned, unless such subletting or assignment is done in compliance with this Agreement.
- (i) Tenant Non-Compliance - The Owner shall, in accordance with the RTA, terminate a Tenancy Agreement if the Tenant uses or occupies, or allows the use or occupation of, the Required Rental Unit in breach of any of the use and occupancy restrictions contained in this Agreement.

- (j) Compliance Declaration - Within 30 days following a request from the Director of Planning from time to time, the Owner shall, in respect of any or all Restricted Rental Units as specified in the request, deliver to the City a statutory declaration in the form attached as Schedule B or such other form as may be specified from time to time by the Director of Planning, sworn by the Owner or, if the Owner is a corporation, a director or officer of the Owner and containing all the information required to complete the statutory declaration.
- (k) City Inquiries - The Owner hereby irrevocably authorizes City to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient of the request for information from the City to provide such information to the City.
- (l) Management and Inspection - The Owner shall furnish good and efficient management of the Restricted Rental Units and shall permit representatives of the City to inspect the Restricted Rental Units at all reasonable times, subject the notice provisions of the RTA. The Owner shall maintain the Required Rental Units so that they are at all times in a good condition and state of repair and fit for habitation and shall comply with all applicable laws and enactments, including those relating to health and safety. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Rental Units, including, if directed by the City, a "public housing body" under the Residential Tenancy Regulation under the RTA.

12. **HILs Alternatives** - If the BC Housing ceases to publish housing income limits for the Abbotsford 'Planning Area', the City may designate an alternative area in respect of which BC Housing publishes such limits, or the City may designate a different publication or may publish its own housing income limits, and if the City makes any of the foregoing designations, the term "Housing Income Limits" under this Agreement will be deemed to reference the designated housing income limits.

REGISTRATION AND NOTICE

13. For clarity, the Owner acknowledges and agrees that:
- (a) This Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*; and
 - (b) the City may file a notice of this Agreement in the Land Title Office as notice against title to the Land as required by section 483 of the *Local Government Act* and may register this Agreement against title to the Lands as a covenant under section 219 of the *Land Title Act*.

GENERAL

14. **Strata Bylaws do not Affect Use and Occupancy Restrictions** – If the Lands or any building

on the Lands are subdivided by deposit of a strata plan under the *Strata Property Act* (British Columbia):

- (a) no bylaw of the resulting strata corporation shall prevent, restrict or limit the use of any of the Required Rental Units in a manner that prevents the rental of a Restricted Rental Unit in accordance with the requirements and restrictions under this Agreement; and
- (b) the resulting strata corporation shall not do anything that prevents the rental of a Restricted Rental Unit in accordance with the requirements and restrictions under this Agreement.

15. **Municipal Permits** – The Owner agrees that the City may withhold building permits and occupancy permits with respect to any building or other structure from time to time constructed or proposed to be constructed on the Lands, as the City may, in its sole discretion, consider necessary to ensure compliance with this Agreement.
16. **Indemnity** – As an integral part of this Agreement, pursuant to section 219(6)(a) of the *Land Title Act*, the Owner hereby indemnifies the City from and against any and all liability, actions, causes of action, claims, suits, proceedings, judgements, damages, expenses, demands and losses at any time suffered or incurred by, or brought against, the City, or any of its elected or appointed officials, officers, employees or agents, arising from or in connection with the granting or existence of this Agreement, the performance of any of the Owner's obligations under this Agreement, any breach of any provision under this Agreement or the enforcement by the City of this Agreement.
17. **Specific Relief** – The Owner agrees that the public interest in ensuring that all of the provisions of this Agreement are complied with strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.
18. **No Effect on Powers** – Nothing in this Agreement shall:
 - (a) affect or limit the discretion, rights or powers of the City or the City's Approving Officer under any enactment or at common law, including in relation to the use, development or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use, development or subdivision of the Lands.
19. **City Discretion** – Where the City or a representative of the City is required or permitted under this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent:
 - (a) the relevant provision shall not be considered fulfilled unless the approval, opinion, determination, consent or expression of satisfaction is in writing signed

by the City or the representative, as the case may be;

- (b) the approval, opinion, determination, consent or satisfaction is in the sole discretion of the City or the representative, as the case may be; and
- (c) the City or the representative, as the case may be, is under no public law duty of fairness or natural justice in that regard and the City or the representative may do any of those things in the same manner as if it were a private person and not a public body or employee or officer thereof.

- 20. **No Obligation to Enforce** – The rights given to the City under this Agreement are permissive only and nothing in this Agreement shall give rise to any legal duty of any kind on the City to anyone or obligate the City to enforce this Agreement or to perform any act or incur any expense.
- 21. **Agreement Runs with Lands** – This Agreement shall burden and run with Lands and each and every part into which the Lands may be subdivided by any means (including by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia)) and shall bind the successors in title to the Lands each and every person who from time to time acquires any interest in the Lands or any part thereof.
- 22. **Termination of Agreement** – This Agreement and Covenant shall terminate and be of no further force and effect on the date which is twenty (20) years after the date of the registration in the Land Title Office of the strata plan creating the legal title to the Required Rental Units.
- 23. **Waiver** – No waiver by the City of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other requirement or breach or any continuing breach of this Agreement.
- 24. **Remedies** - No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination.
- 25. **Priority** – The Owner shall cause this Agreement to be registered in the applicable land title office against title to the Lands with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the City under which such holder postpones all of the holder's rights to those of the City under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.
- 26. **Modification** – This Agreement may not be modified except by an agreement or instrument in writing signed by the Owner or its successor in title and the City or a successor or

assignee.

27. **Further Assurances** – The Owner shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.
28. **Owner's Expense** – The Owner shall perform its obligations under this Agreement at its own expense and without compensation from the City.
29. **Severance** – If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity or enforceability of the remainder of this Agreement.
30. **Interpretation - In this Agreement:**
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
 - (c) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
 - (f) reference to a particular numbered section, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered section or lettered schedule of this Agreement;
 - (g) all Schedules to this Agreement form an integral part of this Agreement;
 - (h) time is of the essence; and
 - (i) where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including".
31. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
32. **Enurement** – This Agreement hereof shall enure to the benefit of the parties and their respective successors and assigns, as the case may be.
33. **Entire Agreement** – This Agreement is the entire agreement between the parties regarding its subject.

34. **Execution in Counterparts & Electronic Delivery** - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

As evidence of their agreement to be bound by this Agreement, the parties have executed the General Instrument – Part 1 (*Land Title Act* Form C) attached to and forming part of this Agreement.

PRIORITY AGREEMENT

This Priority Agreement is between the **Prior Chargeholder** being the registered owner and holder of Mortgage No. CA5809002 and Assignment of Rents No. CA5809003 (the "**Prior Charges**"), and the City, being the registered owner and holder of the covenant under section 219 of the *Land Title Act* (British Columbia) to which this Priority Agreement is attached (the "**Subsequent Charge**").

In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholder and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholder acknowledges, the Prior Chargeholder hereby approves of and consents to the granting of the Subsequent Charge and hereby postpones all of the Prior Chargeholder's rights under the Prior Charges to the rights of the City under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge.

As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholder has executed the General Instrument – Part 1 (*Land Title Act* - Form C) attached to and forming part of this Priority Agreement.

Schedule A

[2018 HILS]

Schedule B

Statutory Declaration

CANADA
PROVINCE OF BRITISH COLUMBIA
IN THE MATTER OF A HOUSING AGREEMENT WITH
THE CITY OF MAPLE RIDGE and ("Housing Agreement")

TO WIT:

I, _____ of _____, British Columbia, do solemnly
declare that:

1. I am the owner of _____ (the "Rental Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Rental Unit.
3. For the period from _____ to _____ the Rental Unit was rented to and occupied only by following occupants whose names, current addresses and phone numbers appear below:

[insert names, addresses and phone numbers of occupants]
4. If the Rental Unit is an "Affordable Housing Unit" as defined in the Housing Agreement, the rent charged each month for the Rental Unit is as follows:
 - a. the monthly rent on the date 365 days before this date of this statutory declaration: \$_____ per month;
 - b. the rent on the date of this statutory declaration: \$_____; and
 - c. the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$_____.
5. If the Rental Unit is an "Affordable Housing Unit" as defined in the Housing Agreement, the "Gross Annual Income" (as defined in the Housing Agreement) of all individuals 15 years and older that reside in the Rental Unit is \$_____.
6. I confirm that I have complied with all of the obligations of the Owner (as defined in the Housing Agreement) under the Housing Agreement.
7. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if make under oath and pursuant to the *Evidence Act* (British Columbia).

DECLARED BEFORE ME at the _____,
British Columbia, this _____ day of _____

A Commissioner for taking Affidavits for British
Columbia

7.5m Geotechnical setback line (See Valley Geotech's Report)

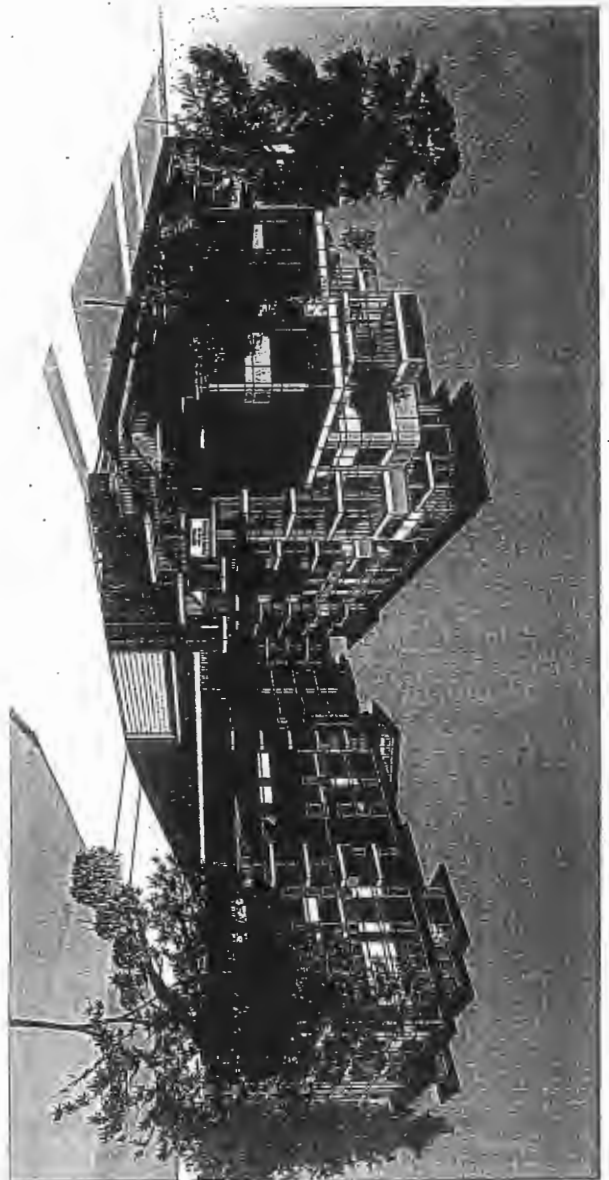


2 SITE PLAN - South Side
Scale: 1:200

-227TH STREET

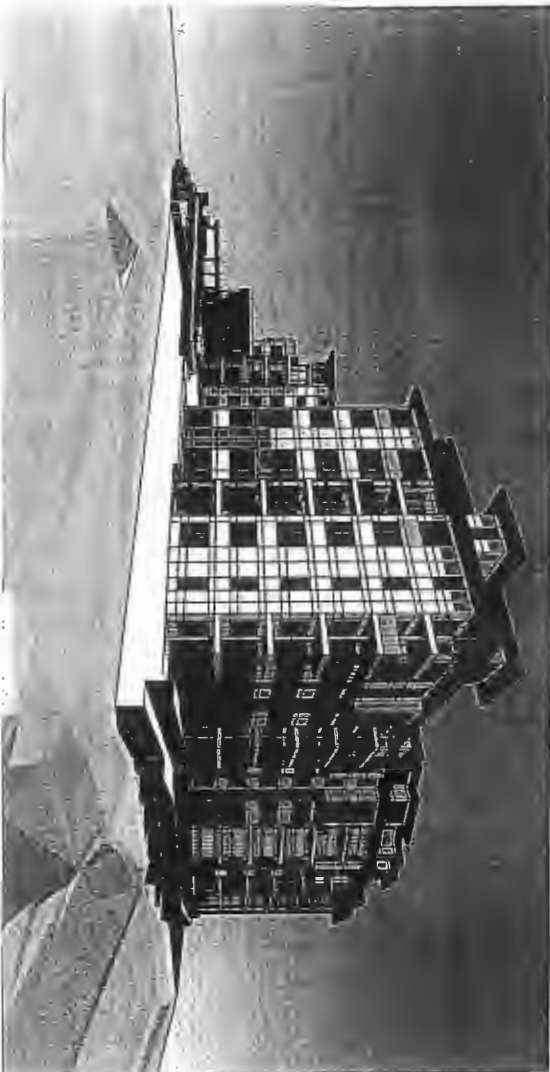
227th STREET





View from North-East Corner of Site

1 View from 227th Street



2 View from N-W

Perspective Vignettes

153 Unit RM-2 Multi-Family Dev't

Site Address: 11541-227th Street, Maple Ridge BC

Legal Address: Lot 1 District Lot 401 Group 1
New Westminster District Plan BCP24021

POB: 025-725-035

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WAYNE STEPHEN BISSKY
ARCHITECTURE & URBAN DESIGN, INC.
PLANNING INTERIOR DESIGN

2024 2222 Langford Highway
Suite 100, Langford BC V9B 5Y5
Tel: 250-860-8222 Fax: 250-860-8222
www.wsbissky.com

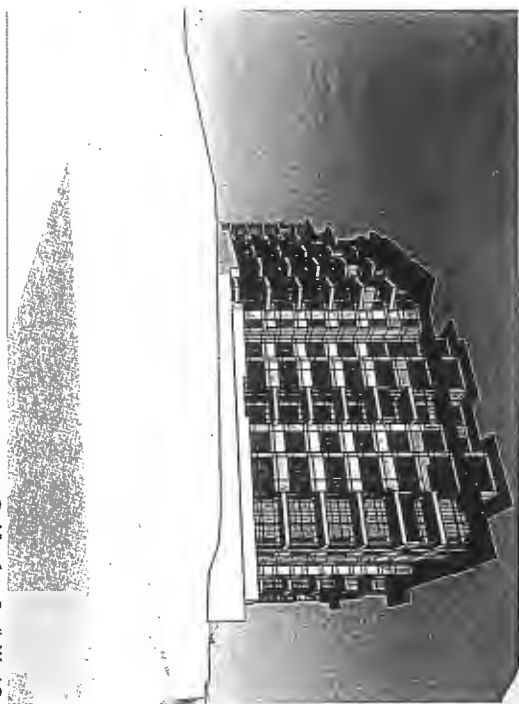
DATE: Oct 12, 2017

SCALE: As Shown

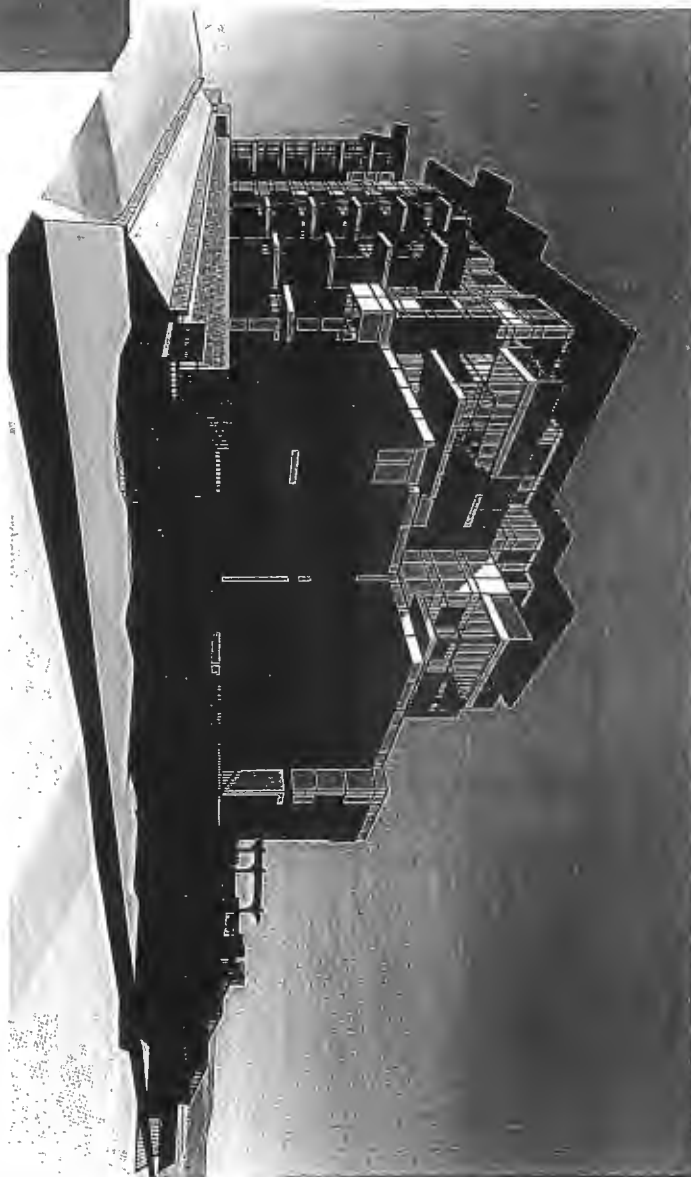
BY: WT

PROJECT NO: 1718

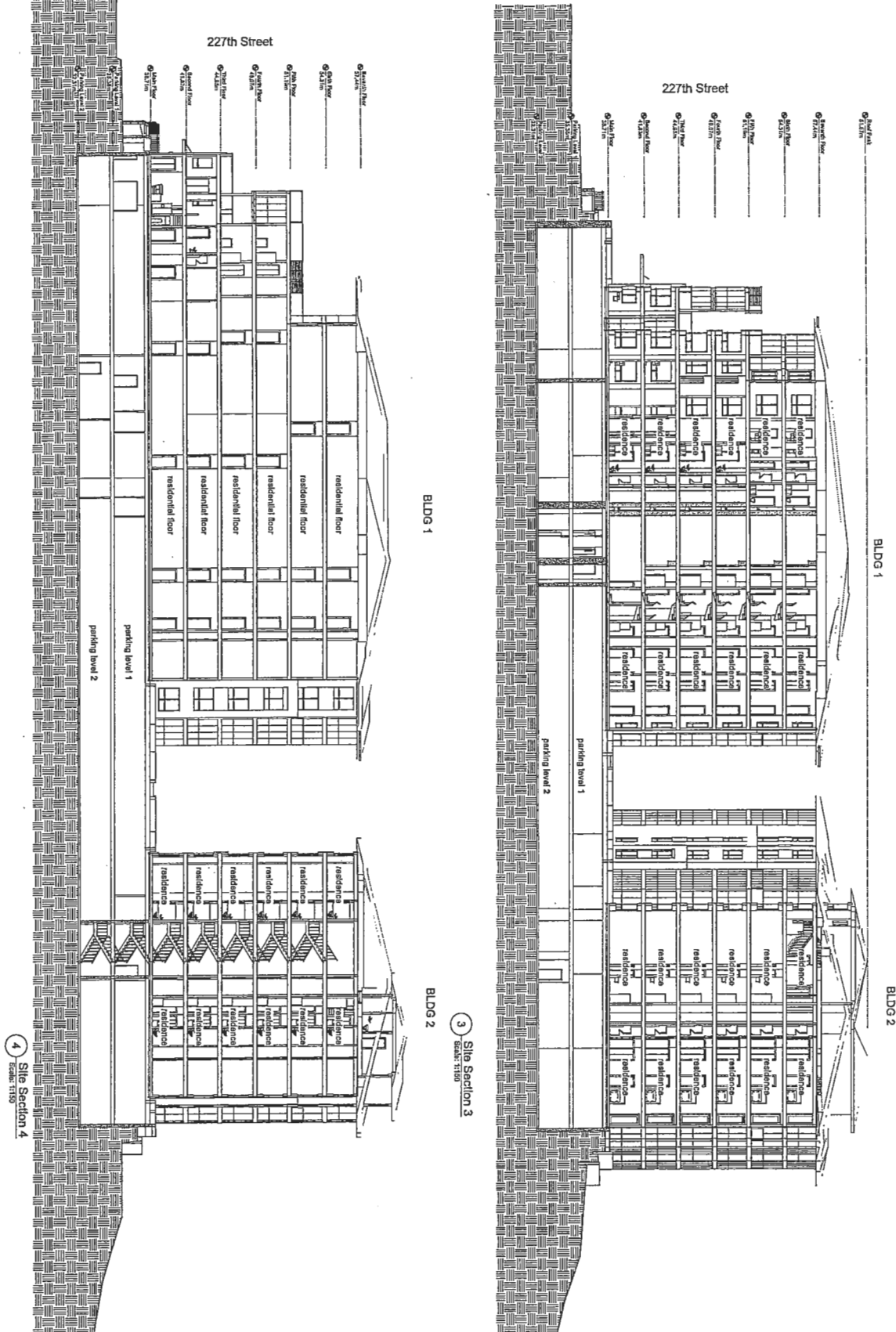
① View from South-West Corner of Site



② View from 227th Street



APPENDIX G



3 Site Section 3
Scale: 1/8" = 1'-0"

4 Site Section 4
Scale: 1/8" = 1'-0"

WAYNE STEPHEN BISSKY
ARCHITECTURE & URBAN DESIGN INC.
PLANNING INTERIOR DESIGN

Site Sections

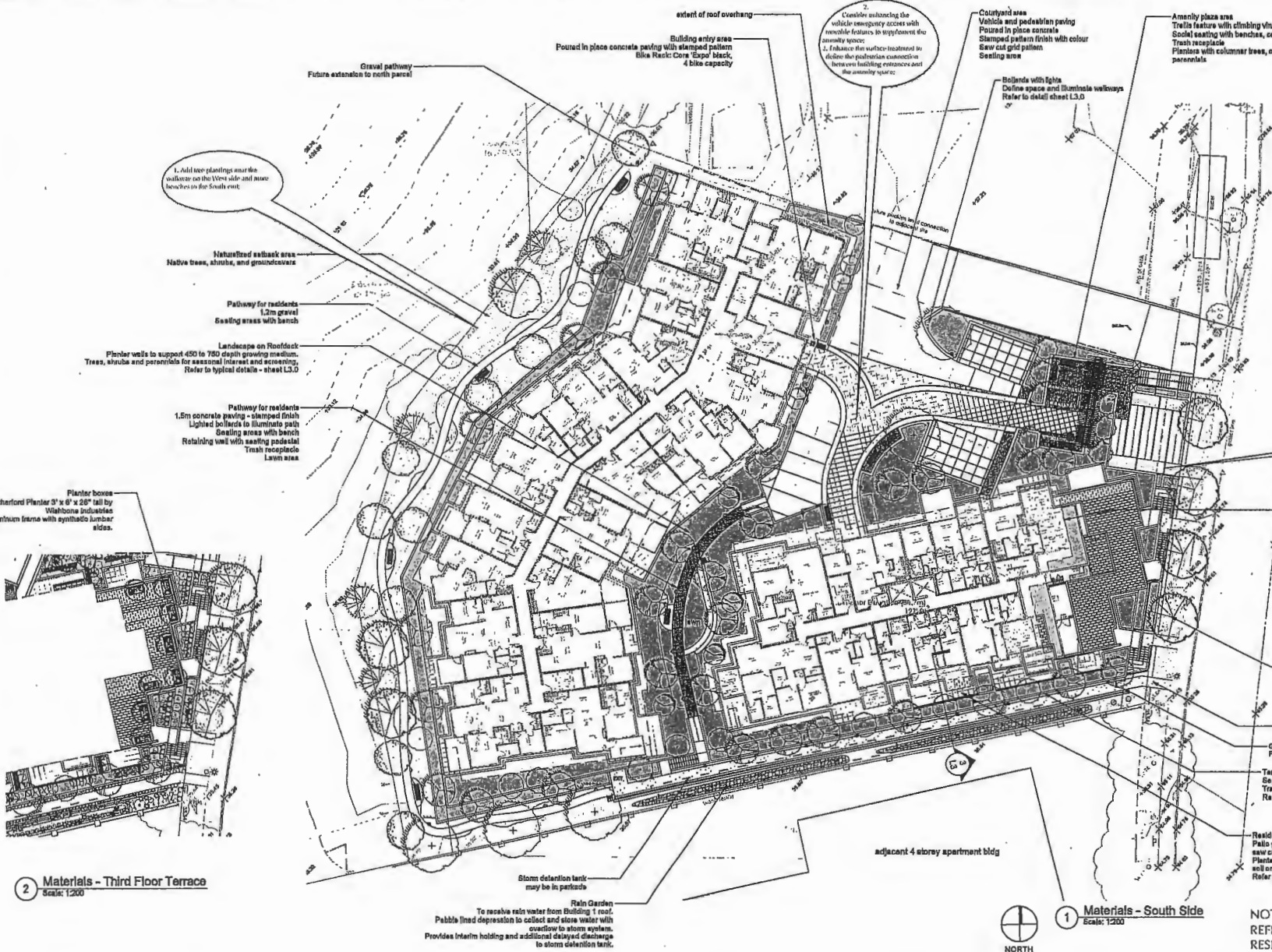
153 Unit RM-2 Multi-Family Dev't

Site Address: 11541-227th Street, Maple Ridge BC

Legal Address: Lot 1 District Lot 401 Group 1
New Westchase District Plan SGP24521

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ISSUED DRAWING



APPENDIX I



August 31, 2018

City of Maple Ridge
11995 Haney Place
Maple Ridge, BC V2X 6A9

Attention: Wendy Cooper

Dear Ms. Cooper:

Re: **File #:** 2017-461-RZ
 Legal: Lot: 1, D.L.: 401, Plan: BCP24521
 Location: 11641 227 Street
 From: RS-1 (One Family Urban Residential)
 To: RM-2 (Medium Density Apartment Residential)

The proposed application would affect the student population for the catchment areas currently served by Golden Ears Elementary and Thomas Haney Secondary School.

Golden Ears Elementary has an operating capacity of 526 students. For the 2017-18 school year the student enrolment at Golden Ears Elementary was 484 students (93% utilization) including 178 students from out of catchment.

Thomas Haney Secondary School has an operating capacity of 1200 students. For the 2017-18 school year the student enrolment at Thomas Haney Secondary School was 1144 students (95% utilization) including 724 students from out of catchment.

Sincerely,

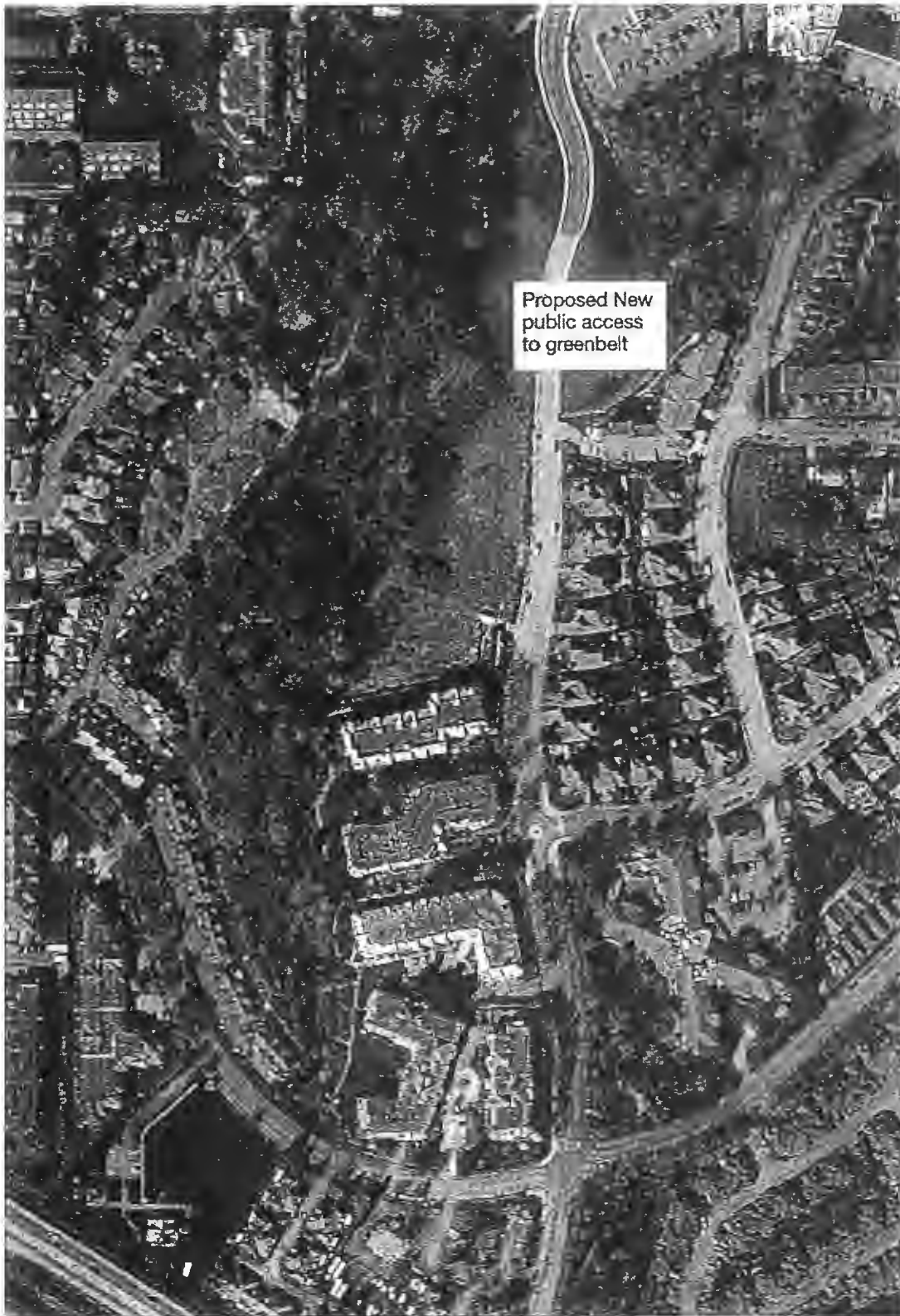
A handwritten signature in black ink, appearing to read 'Flavia Coughlan', is written over the printed name.

Flavia Coughlan
Secretary Treasurer

The Board of Education of School District No. 42 (Maple Ridge – Pitt Meadows)

cc: Rick Delorme
 David Vandergugten
 James Clarke

APPENDIX J



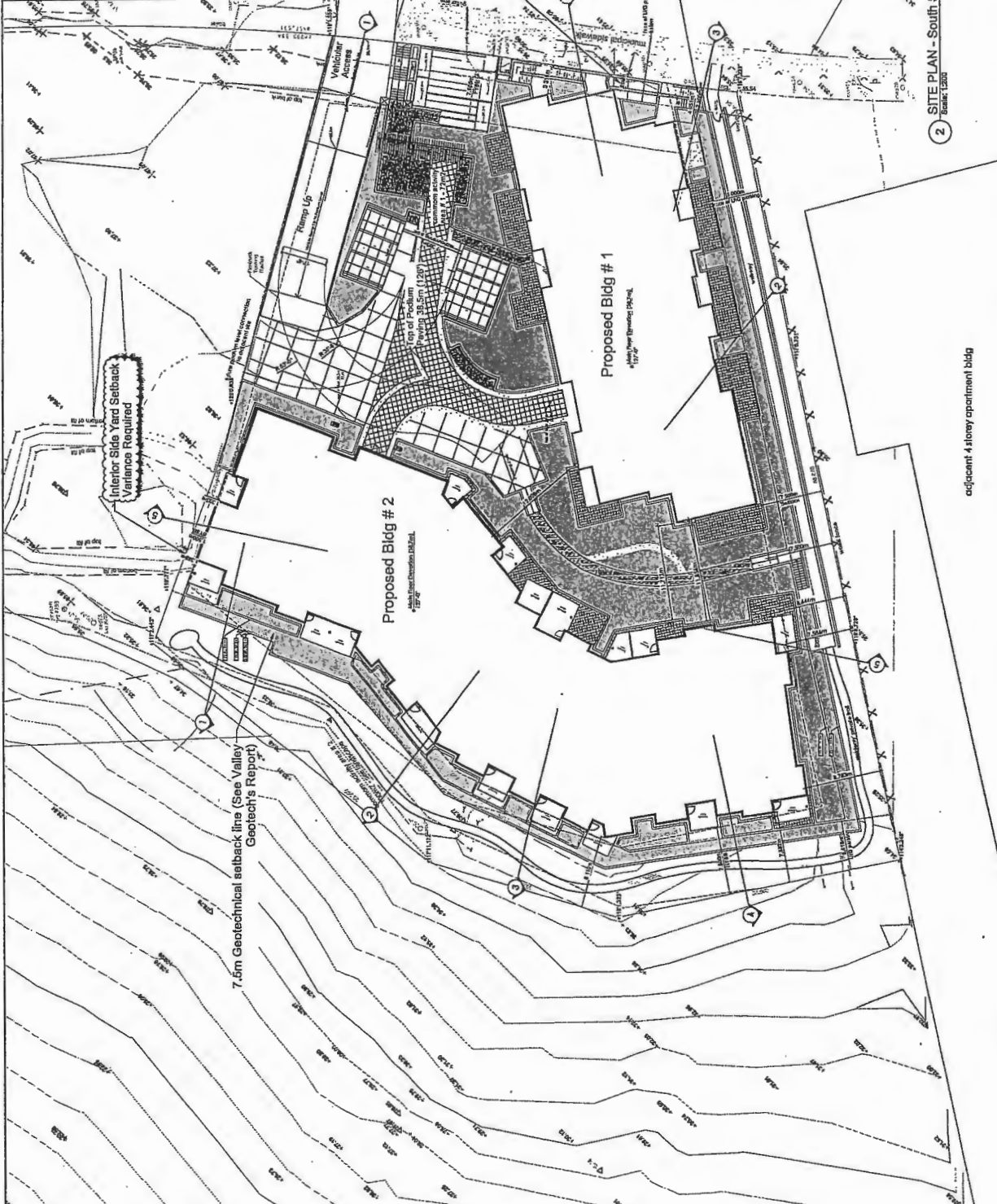
APPENDIX K

Site Plan w/ Grading

153 Unit RM-2 Multi-Family Dev't

WAYNE STEPHEN BISSKY
ARCHITECTURE & DESIGN INC.
ARCHITECT
15301 22nd Street, Suite 100
Oakland, CA 94612
Phone: (510) 533-1100
Fax: (510) 533-1101
www.wsbdesign.com

LIST OF VARIANCES		
REQUESTED	ALLOWED	REQUESTED
Medium Bldg Height	150' over 4 stories	20.25m / 7 stories
Front Yard Setback	7.5m	1.6m
Front Yard Setback	3m	2.5m
Front Yard Setback	1.5m	1.58m
Front Yard Setback	1.5m	0m
Front Yard Setback	1.5m	2.0



2 SITE PLAN - South Side
Scale: 1:200

See Appendix K for geotechnical report. 2. 2007 response 2008-05-14

REZONING APPLICATION REVIEW

To: Planning Department (Wendy Cooper)
From: Engineering Department (Eric Morin)
Date: November 14, 2018
RZ NO: 2017-461-RZ
ENG. FILE No.: 5245-20-2017-461

Required Services Exist:

All Required Services Do Not Exist: X

Deficient Services Which Could be Provided By Rezoning Servicing Agreement Are:

Service / Comment

1. Curb & Gutter.

YES. New concrete curb and gutter required along the West side of 227 Street as described in the roads section.

2. Road.

YES. Road upgrades are required along the West side of the 227 Street as a condition of rezoning. The East side curb line has previously been established and will remain. Upgrades along the West wide will include asphalt widening to allow for a parking lane and bike lane, a new curb line and sidewalk from the south property line of the site to the north property line of the side.

Furthermore, the design will also need to incorporate road upgrades north of the site to match the existing cross section south of the chances casino parking lot. Parking will be eliminated north of the site and the road cross section will narrow to include 2 travel lanes, 2 painted bike lanes, new curb line and sidewalk.

3. Sanitary Sewer.

YES. The sanitary sewer will need to be extended north of the subject site and a new sanitary service connection installed. The sizing will need to be determined by the developers engineering and submitted as part of the Civil Design package.

The existing downstream system will need to be evaluated by the City's modeling consultant, any upgrades identified in the model as a result of this development will be the responsibility of the developer. A cost estimate will be provided to the developer once received.

4. Sidewalk.

YES. New concrete sidewalk is required along the West side of 227 Street as described in the roads section.

5. Storm Sewer/Drainage.

YES. There is an existing storm sewer fronting the property, a storm catchment analysis will need to be completed by the developers engineer to confirm the existing sewers have sufficient capacity to support this development. A new storm service connection will be required to service the development and sized by the developers engineer. In addition, a storm water management plan must be submitted and must adhere to the 3 Tier criteria outlined in the City Design Criteria Manual.

6. Street Lighting.

YES. Street lighting will need to be replaced with new 9m Davit poles. Street lighting to be LED, street light design must be submitted with the Civil package.

7. Street Trees.

YES. Street trees are required across the property frontage. Street tree plan is required along with the Civil package.

8. Underground Wiring.

YES. All wiring to be provided underground.

9. Watermain.

YES. There is an existing watermain fronting this property that will need to be analyzed by the City's modeling consultant. Once the modeling study is completed, any upgrades identified by the model will be the responsibility of the developer.

A new water service connection will also be required to service the subject site, the sizing of the service connection will be done by the developers engineer. The water service connection must be installed by City crews at the developers cost. Once received, a cost estimate will be provided for the above.

10. Building Removal Required ?

YES. There is an existing sales center building at the South extremity of the site that will need to be removed as a condition of rezoning.

11. Estimates from Operations ?

YES. Estimate will be required for a new water service connection. size will be confirmed by the developers engineer and forwarded to operations for estimating.

12. Geotechnical Considerations

YES. A geotechnical report was submitted with the application. The report speaks to the building providing one level of underground parking, this should be clarified as the architectural drawings show 2 level of underground parking, one being mostly at grade and the 2nd level approximately 3-3.5 m below existing grade. The report further states that the subsurface conditions include Haney Clays at the 1.8m mark and subbase preparation of the foundation should be prepared as recommended in the report. It is expected that ground water may be encountered with the excavation and the ESC plan for the onsite works will need to identify how this will be managed on site.

13. Insert Other Processes if Required

✓ YES.

A) There is a rezoning application (2018-332-RZ) on the subject site for the temporary use of a sales center at the North extremity of the site. A new temporary driveway access has been granted for the purpose of accessing the presentation center only. The developer has been informed that this access is not to be used as a construction access or to create a loop road for ingress egress purposes.

B) A traffic impact study is required from this development, due to its proximity to the Haney By Pass as well as being located in the Town Center boundary.

14. Road Dedication Required ?

YES. Approximately 2m of road dedication will be required from the West side of the road.

15. Servicing Estimate ?

No. A servicing estimate will be provided once the off site civil drawings have been submitted.

16. U/G Hydro/Tel Required ?

YES. All utility service connections to be provided underground. Ducts must be installed for Hydro, Telus, Shaw.

17. Watercourse Policy ?

YES. All works must be in accordance with the watercourse protection bylaw.