City of Maple Ridge

COUNCIL MEETING AGENDA
January 16, 2018
7:00 p.m.
Council Chamber

MEETING DECORUM

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

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

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

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100 *CALL TO ORDER*

200 *AMENDMENTS TO THE AGENDA*

300 *APPROVAL OF THE AGENDA*

400 *ADOPTION AND RECEIPT OF MINUTES*

401 Minutes of the Regular and Special Council Meetings
- Regular Council - November 28, 2017
- Regular Council - December 5, 2017
- Special Council – November 21, 2017
- Special Council – December 12, 2017

402 Minutes of the Public Hearing of December 5, 2017

500 *PRESENTATIONS AT THE REQUEST OF COUNCIL*

600 *DELEGATIONS*

700 *ITEMS ON CONSENT*

701 *Minutes*

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

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

702 *Reports*

702.1 Adjustments to the 2017 Collector's Rolls

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

702.2 Disbursements for the month ended November 30, 2017

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

702.3 Intermunicipal Business Licence Update

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

703 *Correspondence*

704 *Release of Items from Closed Council Status*

From the January 9, 2018 Special Closed Council Meeting

Item 01.01 Appointment of Corporate Officer

800 *UNFINISHED BUSINESS*

801 **Falcon Homes – Amendments to Purchase and Sale Agreement**

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

900 *CORRESPONDENCE*

Bylaws for Adoption

1000 *BYLAWS*

1001 **2016-240-RZ, 11893 to 11865 227 Street; 22638 119 Avenue and 22633 Selkirk Avenue**
Staff report dated January 16, 2018 recommending adoption

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

1001.2 **Maple Ridge Zone Amending Bylaw No. 7262-2016**
To rezone from RS-1 (One Family Urban Residential) to C-3 (Town Centre Commercial) to permit the future construction of three mixed use commercial residential six storey buildings
Adoption

1001.3 **Repeal of Selkirk Avenue Housing Agreement Bylaw No. 7346-2017**
To allow the housing agreement to be consistent with the Sales and Purchase Agreement
Repeal

1001.4 **Selkirk Avenue Housing Agreement Bylaw No. 7347-2017**
To allow the City of Maple Ridge to enter into a Housing Agreement
First, second and third readings

1002 **Maple Ridge 2018-2022 Financial Plan Bylaw No. 7405-2017**
To establish the five year financial plan for the years 2018 through 2022
Adoption

1003 **Maple Ridge Council Procedure Amending Bylaw No. 7411-2017**
To change S. 31 in Council Procedure Bylaw No. 6472-2007 by moving 'Questions from the Public" to follow "Delegations" and to change the day of the first regular Council meeting after an election
Adoption

1100 *REPORTS AND RECOMMENDATIONS*

Public Works and Development Services

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

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

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

Staff report dated January 16, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7409-2017 to rezone from RS-3 (One Family Rural Residential) to RS-1d (One Family Urban [Half Acre] Residential) to permit subdivision of approximately 19 single family lots no less than 557 m^2 in area be given first reading and that the applicant provide further information as described on Schedules A, B and F of the Development Procedures Bylaw No. 5879-1999, along with the information required for a subdivision application.

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

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

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

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

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

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

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

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

1107 **2016-150-DVP, 21083 River Road**

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

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

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

1109 **2016-274-SD, 5% Money in Lieu of Parkland Dedication, PID 217-967-546**

Staff report dated January 16, 2018 recommending that the owner of land proposed for subdivision at PID 217-967-546, under application 2016-274-SD, shall pay to the City of Maple Ridge an amount that is not less than $67,100.00.

Financial and Corporate Services (including Fire and Police)

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

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

Parks, Recreation & Culture

1151

Administration

1171

Other Committee Issues

1191

1200 *STAFF REPORTS*

1300 *OTHER MATTERS DEEMED EXPEDIENT*

1400 *NOTICES OF MOTION AND MATTERS FOR FUTURE MEETING*

1500 *QUESTIONS FROM THE PUBLIC*

1600 *ADJOURNMENT*

QUESTION PERIOD

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

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

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

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

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

For more information on these opportunities contact:

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

*Checked by:*_____
Date: _____

400 Adoption and Receipt of Minutes

401 Minutes of Regular and Special Council Meetings

City of Maple Ridge

COUNCIL MEETING MINUTES

November 28, 2017

The Minutes of the City Council Meeting held on November 28, 2017 at 7:00 p.m. in the Council Chamber of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT

Elected Officials	*Appointed Staff*
Mayor N. Read	P. Gill, Chief Administrative Officer
Councillor C. Bell	K. Swift, General Manager of Parks, Recreation & Culture
Councillor B. Masse	F. Quinn, General Manager Public Works and Development Services
Councillor G. Robson	C. Nolan, Interim Director of Finance
Councillor T. Shymkiw	C. Carter, Director of Planning
Councillor C. Speirs	L. Darcus, Manager of Legislative Services
ABSENT	A. Gaunt, Confidential Secretary
Councillor K. Duncan	*Other staff as required*
	C. Goddard, Manager of Development and Environmental Services
	A. Kopystynski, Planner 2
	D. Pollock, Municipal Engineer
	D. Boag, Director of Parks & Facilities

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

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

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

100 *CALL TO ORDER*

200 *AMENDMENTS TO THE AGENDA*

Withdrawal of Items 801, 1006 and 1103

300 *APPROVAL OF THE AGENDA*

R/2017-575
It was moved and seconded

That Items 801, 1006 and 1103 be withdrawn from the November 28, 2017 Council Meeting agenda and that the agenda be approved as amended.

CARRIED

400 *ADOPTION AND RECEIPT OF MINUTES*

401 Minutes of the Regular Council Meeting of October 24, 2017

R/2017-576
It was moved and seconded

That the minutes of the Regular Council Meeting of October 24, 2017 be adopted as circulated.

CARRIED

402 Minutes of the Public Hearing of October 21, 2017

R/2017-577
It was moved and seconded

That the minutes of the Public Hearing of October 21, 2017 be adopted as circulated.

CARRIED

Note: Councillor Robson joined the meeting at 7:02 p.m.

500 *PRESENTATIONS AT THE REQUEST OF COUNCIL* – Nil

600 *DELEGATIONS*

601 **Maple Ridge Arts Council Annual Report and Program Update**

- Philip Hartwick, Acting Executive Director
- Dawn Flanagan, President

Mr. Hartwick gave a PowerPoint presentation providing a review of Arts Council activities held during the 2016-2017 season. He highlighted the ACT Arts Centre Strategic Plan, the achievements of goals, programs offered by the Arts Council and improvements made to the ACT facility. Mr.

Hartwick also advised on the financial status and budget of the Arts Council.

Ms. Flanagan advised on business carried out by the Maple Ridge Arts Council Board. She also advised on the hiring of a new executive director.

602 **Small Cell Towers in Maple Ridge – RFRadiation**

- Ted Archibald

Mr. Archibald gave a PowerPoint presentation outlining concerns with the increase in the amount of small cell towers and the resulting increase in levels of RFR radio frequency radiation. He outlined differences between large cell towers and the smaller cell towers and the differing impacts on health. Mr. Archibald expressed his concern over the proliferation of small cell towers throughout the Lower Mainland without public consultation. He provided information on health impacts for some persons and on steps being taken in California to regulate small cell towers. Mr. Archibald requested that small cells not be allowed in Maple Ridge.

603 **United Way Month – Seniors' "Party Bus" Program**

- Maggie Karpilovsky, Planner, Community Impact and Better Home, United Way of the Lower Mainland
- Angie Brunner, Participant
- Sandra Salvadore, Seniors' Connect Coordinator

Ms. Karpilovsky provided information on the United Way. She advised that the United Way invests approximately $.5 million annually for up to 34 programs in the Maple Ridge Pitt Meadows area. She highlighted the Seniors' Party Bus Program as part of the United Way's Active Aging Initiative. She thanked both the City of Maple Ridge and Maple Ridge Community Services for their partnerships.

A video featuring local resident Angie Brunner and showcasing the positive impact of the Seniors' "Party Bus" Program was presented.

Ms. Brunner spoke of her life following the death of her husband and the difficulty she had coping with everyday life. She outlined the positive impact the United Way's program for seniors had on her life in that it allowed her to go out, make friends and expand her horizons. Mr. Brunner described how debilitating loneliness can be for seniors and how the United Way program allows seniors to look forward to being part of society again. She thanked the United Way for the program and support offered.

Ms. Salvatore thanked the United Way for sponsoring the Seniors' "Party Bus" Program. She described how the program has grown from having 5 persons upon start up to over 90 participants currently. She thanked the City of Maple Ridge and staff for its support.

Note: Mayor Read wished to recognize the accomplishments of Malcolm Williams and Mason Woods, both formerly from Maple Ridge, in being part of the Toronto Argonauts, the 2017 Grey Cup Champions.

Note: Mayor Read asked if Council would like to deal with 'Questions from the Public" prior to proceeding with remaining items on the agenda.

R/2017-578
It was moved and seconded

That Item 1500 Questions from the Public be dealt with prior to Item 1100.

CARRIED

700 *ITEMS ON CONSENT*

701 *Minutes*

701.1 Minutes of the Development Agreements Committee Meetings of November 7 and 14. 2017

701.2 Minutes of Meetings of Committees and Commissions of Council

- Community Heritage Commission – October 12, 2017
- Municipal Advisory Committee on Accessibility and Inclusiveness – September 21, 2017

702 *Reports*

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

Staff report dated November 28, 2017 recommending that the disbursements for the month ended October 31, 2017 be received for information.

702.2 **2017 Council Expenses**

Staff report dated November 28, 2017 providing an update on Council expenses recorded to date.

703 *Correspondence* – Nil

704 Release of Items from Closed Council Status – Nil

R/2017-579
It was moved and seconded
That Items 701.1, 701.2, 702.1 and 702.2 on the "Items on Consent" agenda be received into the record.

CARRIED

800 *UNFINISHED BUSINESS*

Note: Item 801 was withdrawn at the request of the applicant.

801 **Falcon Homes – Amendments to Purchase and Sale Agreement**

802 **2016-145-RZ, 11749 and 11761 Burnett Street**
- Reconsideration of a motion according to Maple Ridge Council Procedure Bylaw No. 6472-2017 Part 17

Reconsideration of the following motion from the staff report dated November 14, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7252-2016 to rezone from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit the future construction of a 64 unit Apartment Building be given second reading and be forwarded to Public Hearing. The original motion was amended with the addition of xi) and xii) to terms and conditions and carried as amended.

802.1
R/2017-580
It was moved and seconded
That the motion for Application 2016-145-RZ, 11749 and 11761 Burnett Street at the November 14, 2017 Council Meeting be reconsidered.

CARRIED

802.2
R/2017-581
It was moved and seconded
That Bylaw No. 7252-2016 be repealed.

CARRIED

802.3
R/2017-582
It was moved and seconded

1) That Bylaw No. 7252-2016 be given second reading, and be forwarded to Public Hearing; and
2) That the following terms and conditions be met prior to final reading:
   i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
   ii) Approval from the Ministry of Transportation and Infrastructure;
   iii) Road dedication on Burnett Street as required;
   iv) Consolidation of the subject properties;
   v) Registration of a Restrictive Covenant for the protection of the Adaptive Housing Units;
   vi) Registration of a Restrictive Covenant for the protection of visitor parking;
   vii) Registration of a Restrictive Covenant protecting the public art;
   viii) Registration of a Restrictive Covenant for storm water management works;
   ix) Removal of existing building/s;
   x) 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 properties. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.
   (xi) Provision of a voluntary cash contribution of $1,500.00 per unit ($96,000.00) to the City for the future provision of rental housing; and
   (xii) Addition of two (2) electrical vehicle charging stations to the underground parking structure.

CARRIED

803 **2017-281-RZ, 21428, 21460, 21472 Dewdney Trunk Road, RS-1 to P-6**

Reconsidered of the following motion from the staff report dated November 14, 2017 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7357-2017 to redesignate three subject properties from Urban Residential to Institutional to allow for the expansion of the Maple Ridge Cemetery be given second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7360-2017 to rezone 21428 Dewdney Trunk Road from RS-1 (One Family Urban Residential) to P-6 (Civic Institutional) be given second reading and be forwarded to Public Hearing.

The Director of Parks & Facilities provided a review of the cemetery master plan adopted in 2008 and outlined work done to date on the current cemetery site. He advised on the need for the rezoning of this property in order to continue to have full burial sites to offer to residents.

R/2017-583
It was moved and seconded

That the motion for Application 2017-281-RZ, 21428, 21460, 21472 Dewdney Trunk Road defeated at the November 14, 2017 Council Meeting be reconsidered.

CARRIED

Councillor Bell, Councillor Robson - OPPOSED

R/2017-584
It was moved and seconded

1) **That, in accordance with Section 475 of the *Local Government Act,* opportunity for early and on-going consultation has been provided by way of posting Bylaw No. 7357-2017 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;**
2) **That Bylaw No. 7357-2017 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;**
3) **That it be confirmed that Bylaw No. 7357-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;**
4) **That Bylaw No. 7357-2017 be given second reading and be forwarded to Public Hearing;**
5) **That Bylaw No. 7360-2017 be given second reading, and be forwarded to Public Hearing;**
6) **That the following terms and conditions be met prior to final reading:**
   i) **Approval from the Ministry of Transportation and Infrastructure;**
   ii) **Amendment to Official Community Plan Schedule "B"; and**
   iii) **Road dedication on Dewdney Trunk Road as required.**

CARRIED

Councillor Robson - OPPOSED

900 *CORRESPONDENCE* – Nil

1000 *BYLAWS*

Bylaws for Third Reading

1001 **2017-291-RZ, 24093 and 24137 104 Avenue and PID 009-437-061**

1001.1 **Maple Ridge Official Community Plan Amending Bylaw No. 7369-2017**
To designate from Medium Density Residential and Institutional to Institutional and Conservation and to add to Conservation
Third reading

R/2017-585
It was moved and seconded
That Bylaw No. 7369-2017 be given third reading.

CARRIED

1001.2 **Maple Ridge Zone Amending Bylaw No. 7364-2017**
To rezone from RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential) to P-1 (Park and School) to facilitate the co-location and joint development of a new Albion Elementary School and Albion Community Centre
Third reading

R/2017-586
It was moved and seconded
That Bylaw No. 7364-2017 be given third reading.

CARRIED

1002 **2015-347-RZ, 20621 123 Avenue**

1002.1 **Maple Ridge Official Community Plan Amending Bylaw No. 7383-2017**
To designate from Urban Residential to Conservation and to add to Conservation
Third reading

R/2017-587
It was moved and seconded
That Bylaw No. 7383-2017 be given third reading.

CARRIED

1002.2 **Maple Ridge Zone Amending Bylaw No. 7193-2015**
To rezone from RS-3 (One Family Rural Residential) to RS-1b (One Family Urban (Medium Density) Residential) to permit a future subdivision of approximately 10 lots
Third reading

R/2017-588
It was moved and seconded
That Bylaw No. 7193-2015 be given third reading.

CARRIED

1003 **2016-336-RZ, 11300 and 11250 240 Street**

1003.1 **Maple Ridge Official Community Plan Amending Bylaw No. 7396-2017**
To designate from Medium Density Residential to Conservation and to add to Conservation
Third reading

R/2017-589
It was moved and seconded
That Bylaw No. 7396-2017 be given third reading.

CARRIED

1003.2 **Maple Ridge Zone Amending Bylaw No. 7287-2016**
To rezone from RS-3 (One Family Rural Residential) to RM-1 (Townhouse Residential) and R-2 (Urban Residential District) to permit the future subdivision of 5 lots and the future construction of a 54 unit townhouse development
Third reading

R/2017-590
It was moved and seconded
That Bylaw No. 7287-2016 be given third reading.

CARRIED

1004 **2016-191-RZ, 11939 240 Street**
Maple Ridge Zone Amending Bylaw No. 7257-2017
To rezone from CS-1 (Service Commercial) to C-2 (Community Commercial) to permit construction of a multi-tenant commercial development
Third reading

R/2017-591
It was moved and seconded

That Bylaw No. 7257-2017 be given third reading.

CARRIED

Bylaws for Adoption

1005 **Maple Ridge Tree Protection Amending Bylaw No. 7314-2017 and 2017-066-RZ, 21241 Wicklund Avenue**

Maple Ridge Tree Protection Amending Bylaw No. 7314-2017
To allow for minor changes, updates, and amendments that can create additional efficiencies, reduce municipal costs, provide greater clarity for permit holders, and promote better integration of development requirements with tree management requirements
Adoption

1005.1
R/2017-592
It was moved and seconded

That Bylaw No. 7314-2017 be adopted.

CARRIED

2017-066-RZ, 21241 Wicklund Avenue
To repeal Maple Ridge Zone Amending Bylaw No. 7314-2017 to correct the use of duplicate numbers and that Maple Ridge Zone Amending Bylaw No. 7322-2017 to rezone from RS-1 (One Family Urban Residential) to RT-1 (Two Family Urban Residential) to permit development of a duplex be given first reading

1005.2
R/2017-593
It was moved and seconded

That Zoning Bylaw No. 7314-2017 (Wicklund Avenue) be repealed and that Bylaw No. 7322-2017 be given first reading.

CARRIED

Note: Item 1006 has been withdrawn at the request of the applicant.

1006 **2016-240-RZ, 22638 119 Avenue and 22633 Selkirk Avenue**
1006.1 **Maple Ridge Official Community Plan Amending Bylaw No. 7342-2017**
1006.2 **Maple Ridge Zone Amending Bylaw No. 7262-2016**
1006.3 **Selkirk Avenue Housing Agreement Bylaw No. 7347-2017**

1100 ***REPORTS AND RECOMMENDATIONS***

Public Works and Development Services

1101 **2017-430-RZ, 11839 and 11795 267 Street, RS-3 to RS-2**

Staff report dated November 28, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 2408-2017 to rezone from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) to create a 16 lot subdivision be given first reading and that the applicant provide further information as described on Schedules A, B, D, F, and G of the Development Procedures Bylaw No. 5879-1999, along with information required for a Subdivision application.

R/2017-594
It was moved and seconded

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

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

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

That Bylaw No. 7408-2017 be given first reading; and

That the applicant provide further information as described on Schedules (A, B, D, F, & G) of the Development Procedures Bylaw No. 5879–1999, along with the information required for a Subdivision application.

DEFEATED

Mayor Read, Councillor Masse, Councillor Robson,
Councillor Speirs - OPPOSED

1102 **2013-115-RZ, 24440 128 Avenue, RS-3 to RS-2**

Staff report dated November 28, 2017 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7410-2017 to adjust area designated Conservation around a watercourse be given first and second readings and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7052-2017 to rezone from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) to permit a future subdivision of 6 lots be given first and second readings and be forwarded to Public Hearing.

R/2017-595
It was moved and seconded

1) That, in accordance with Section 475 of the Local Government Act, opportunity for early and ongoing consultation has been provided by way of posting Bylaw No. 7410-2017on the municipal website, and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;
2) That Bylaw No. 7410-2017 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
3) That it be confirmed that Bylaw No. 7410-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;
4) That Bylaw No. 7410-2017 be given first and second readings and be forwarded to Public Hearing;
5) That Bylaw No. 7052-2014 be given second reading, and be forwarded to Public Hearing;
6) That the following terms and conditions be met prior to final reading:
   i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
   ii) Amendment to Official Community Plan Schedules "B" and “C;
   iii) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;
   iv) Registration of a Restrictive Covenant for the protection of the Environmentally Sensitive areas (wetlands) on the subject property;

v) Registration of a Restrictive Covenant for Stormwater Management;
vi) Removal of existing buildings;
vii) Registration with Fraser Health for septic disposal; and registration of a Restrictive Covenant for the protection of the septic field areas; and
viii) That a voluntary contribution, in the amount of $30,600.00 ($5,100.00/lot,) be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

DEFEATED

Mayor Read, Councillor Speirs, Councillor Robson - OPPOSED

Note: Item 1103 has been withdrawn at the request of the applicant.

1103 **2016-240-DVP, 2016-240-DP, 22638 119 Avenue and 22633 Selkirk Avenue**

1104 **Environmental Management Strategy Implementation – Soil Deposit Regulation Bylaw Review Process Update –Soil Deposit Regulation Bylaw**

Staff report dated November 28, 2017 recommending that Soil Deposit Regulation Bylaw No. 7412-2017 be given first reading.

R/2017-596
It was moved and seconded
That Bylaw No. 7412-2017 be given first reading.

CARRIED

Councillor Robson - OPPOSED

1105 **Award of Contract ITT-EN-17-77: 224 Street PRV and Flow Meter Chamber (224 Street and 127 Avenue)**

Staff report dated November 28, 2017recommending that Contract ITT-EN-17-77: 224 Street PRV and Flow Meter Chamber (224 Street and 127 Avenue) be awarded to 1138904 B.C. Ltd., that a contingency be approved for unforeseen items and that the Corporate Officer be authorized to execute the contract.

R/2017-597
It was moved and seconded

That Contract ITT-EN17-77: 224 Street PRV and Flow Meter Chamber (224 Street and 127 Avenue), be awarded to 1138904 B.C. Ltd. in the amount of $288,550.00 excluding taxes; and
That a contract contingency of $30,000 be approved for unforeseen items; and further
That the Corporate Officer be authorized to execute the contract.

CARRIED

Financial and Corporate Services (including Fire and Police)

1131 **Community Emergency Preparedness Fund Grant Applications**

Staff report dated November 28, 2017 recommending that the Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning grant application be supported and that the Emergency Social Services grant application be supported.

R/2017-598
It was moved and seconded

That the Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning grant application for $150,000 be supported; and further

That the Emergency Social Services grant application for $25,000 be supported.

CARRIED

1132 **Award of Contract, Maple Ridge Fire Hall 1 Trailer Shelter Construction**

Staff report dated November 28, 2017 recommending that the Trailer Shelter Construction contract for Fire Hall 1 be awarded to RIS Construction Ltd., that a contingency be established, that the capital expenditure budget in increased and that the Corporate Officer be authorized to execute the contract.

R/2017-599
It was moved and seconded

1. **That the Trailer Shelter Construction contract (ITT-FD17-81) be awarded to RJS Construction Ltd. for a contract price of $270,887 (including options & excluding GST), and;**
2. **That a contingency of 10% in the amount of $27,089 (excluding GST) be established for this project, and;**

3. That the Financial Plan be amended to increase the budget for the Trailer Shelter Construction from $250,000 to $300,000 funded through the Fire Department Capital Acquisition Reserve.
4. That the Corporate Officer be authorized to execute the contract.

CARRIED

1133 **Justice Institute Agreement**

Staff report dated November 28, 2017 recommending that the Corporate Officer be authorized to execute an agreement with the Justice Institute of BC.

R/2017-600
It was moved and seconded

That the Corporate Officer be authorized to execute the agreement with the Justice Institute of BC as attached to the staff report dated November 28, 2017.

CARRIED

1134 **Bylaw No. 7411-2017, Amendment to Maple Ridge Council Procedure Bylaw No. 6472-2007**

Staff report dated November 28, 2017 recommending that Maple Ridge Council Procedure Amending Bylaw No. 7411-2017 be given first, second and third readings.

R/2017-601
It was moved and seconded

That Bylaw No. 7411-2017 be given first, second and third readings.

CARRIED

Councillor Robson, Councillor Shymkiw - OPPOSED

1135 **Alternative Approval Process for Loan Authorization Bylaws – Update**

Staff report dated November 28, 2017 recommending that the borrowing bylaw for the Outdoor Pool be withdrawn from the Alternative Approval Process at this time and that the schedule for required advertisements for the Alternative Approval Process and the deadlines for the submission of Elector Response Forms be approved.

The Manager of Legislative Services reviewed the staff report and provided clarification on the alternate approval process.

R/2017-602
It was moved and seconded

1. **That the borrowing bylaw for the Outdoor Pool be withdrawn from the Alternative Approval Process at this time.**
2. **That the schedule for required advertisements for the Alternative Approval Process and the deadlines for the submission of Elector Response Forms, as outlined in the staff report dated November 28, 2017 be approved.**

CARRIED

1136 **2018-2022 Financial Plan**

Staff report dated November 28, 2017 recommending that ongoing incremental adjustments to the 2018-2022 Financial Plan indicated in the report be approved and that staff be directed to bring back a Financial Plan bylaw incorporating the adjustments.

R/2017-603
It was moved and seconded

1. **That the following on-going incremental adjustments be approved:**

		2018
a	Human Resources Health & Safety Associate	$ 75,000
b	Human Resources External Consulting Support	25,000
c	Human Resources Employee Engagement	50,000
d	Economic Development Tourism Coordination	60,000
e	RCMP Civilian Support Positions	
	i Executive Assistant	95,000
	ii Disclosure Coordinator	70,000
	iii Fleet Coordinator (Part Time)	22,000
f	Additional Downtown Security	40,000
g	Additional Fire Fighters (starting in 2020)	
h	Parks Operations Manager	142.000
i	Community Festivals	25,000
j	Seniors Network Support	25,000
k	Chipping Program (additional funding)	25,000
l	Downtown Pest Control	8,000
m	Tree Replacement	5,000
n	Intersection Maintenance	60,000
o	Water Infrastructure Maintenance	60,000

2. That the following one-time requests be approved:

a	Communications: Social Media Consulting	10,000
b	Economic Development: Innovation Week	15,000
c	Sustainability: EV Charger Installation	30,000
d	Sustainability: Corporate Organics Collection & Disposal	25,000
e	Agricultural Committee: Golden Harvest 10-year anniversary	6,000
f	Heritage Committee: Incentives Review	20,000
g	Heritage Committee: Conservation Master Plan	30,000
h	Environmental Advisory Committee: Communications Strategy	13,000

3. That staff be directed to bring back a Financial Plan bylaw, incorporating the above, to the next Council meeting for consideration.

CARRIED

Parks, Recreation & Culture

1151 New Public Art Location Recommendations

Staff report dated November 28, 2017 recommending that the locations for proposed new public art commissions at the Leisure Centre and Merkley Park/Karina LeBlanc Field be approved.

R/2017-604
It was moved and seconded
That the Maple Ridge Leisure Centre and the Merkley Park/Karina LeBlanc Field be approved as the locations for two new public art commissions.

CARRIED

Administration – Nil

Other Committee Issues – Nil

1200 *STAFF REPORTS* – Nil

1300 *OTHER MATTERS DEEMED EXPEDIENT* – Nil

1400 *NOTICES OF MOTION AND MATTERS FOR FUTURE MEETINGS* – Nil

Note: Item 1500 Questions From the Public was dealt with prior to Item 1110

1500 *QUESTIONS FROM THE PUBLIC*

John McKenzie

Mr. McKenzie requested an update on progress being made with bringing an SFU satellite school campus to Maple Ridge.

Mayor Read provided information on progress to date and the need to find a space.

Mr. McKenzie asked whether progress was being made with the idea put forward by Rob Thiessen of getting local churches to help out with the homeless at Anita Place.

Mayor Read advised that Mr. Thiessen has been connecting with community stakeholders and that there may potentially be a service offered in the community.

1600 *ADJOURNMENT* – 9:11 p.m.

N. Read, Mayor

Certified Correct

L. Darcus, Corporate Officer

City of Maple Ridge

COUNCIL MEETING MINUTES

December 5, 2017

The Minutes of the City Council Meeting held on December 5, 2017 at 7:00 p.m. in the Council Chamber of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT

Elected Officials	*Appointed Staff*
Mayor N. Read	F. Quinn, Acting Chief Administrative Officer/General Manager Public Works and Development Services
Councillor C. Bell	K. Swift, General Manager of Parks, Recreation & Culture
Councillor K. Duncan	C. Nolan, Interim Director of Finance
Councillor B. Masse	C. Carter, Director of Planning
Councillor G. Robson	L. Darcus, Manager of Legislative Services
Councillor C. Speirs	A. Gaunt, Confidential Secretary
ABSENT	*Other staff as required*
Councillor T. Shymkiw	A. Kopystynski, Acting Manager of Development and Environmental Services
	B. Elliott, Manager of Community Planning
	T. Cotroneo, Manager of Community Services
	D. Cramb, Senior Recreation Manager
	D. Pollock, Municipal Engineer
	R. MacNair, Manager of Bylaw & Licensing Services
	A. Gronowich, Planner 1

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

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

100 *CALL TO ORDER*

200 *AMENDMENTS TO THE AGENDA*

Item 1152 to be dealt with following Item 601

300 *APPROVAL OF THE AGENDA*

R/2017-605
It was moved and seconded

That Item 1151 be dealt with following Item 601 and that the agenda for the December 5, 2017 Council Meeting be approved as amended.

CARRIED

400 *ADOPTION AND RECEIPT OF MINUTES*

- Minutes of the Special Council Meeting Minutes – November 14, 2017
- Regular Council Meeting Minutes – November 14, 2017
- Special Council Meeting Minutes – November 28, 2017

R/2017-606
It was moved and seconded

That the minutes of the Special Council Meeting of November 14, 2017, the Regular Council Meeting of November 14, 2017 and the Special Council Meeting of November 28, 2017 be adopted.

CARRIED

500 *PRESENTATIONS AT THE REQUEST OF COUNCIL* - Nil

600 *DELEGATIONS*

601 **Kanaka Education and Environmental Partnership Society (KEEPS)**

- Ross Davies

Mr. Davis gave a PowerPoint presentation providing an introduction to KEEPS and the mandate of the Society. He advised on partners involved with KEEPS and highlighted the numerous programs hosted by KEEPS and participated in by schools and residents.

Note: Item 1151 was dealt with prior to Item 700

700 *ITEMS ON CONSENT*

701 ***Minutes***

701.1 Minutes of the Development Agreements Committee of November 28, 2017

701.2 Minutes of Meetings of Committees and Commissions of Council

- Agricultural Advisory Committee – October 26, 2017

702 ***Reports*** – Nil

703 ***Correspondence*** – Nil

704 ***Release of Items from Closed Council Status***

From the November 21, 2017 Closed Council Meeting
04.02 St. Anne Encampment Update – resolution and voting pattern

From the November 28, 2017 Closed Council Meeting

04.03 Re-appointments to the Board of Variance – resolution and voting pattern

R/2017-607
It was moved and seconded
That Items 701.1, 701.2 and 704 on the "Items for Consent" agenda be received into the record.

CARRIED

800 *UNFINISHED BUSINESS* – Nil

900 *CORRESPONDENCE* – Nil

1000 *BYLAWS*

Note: Items 1001 to 1003 are from the December 3, 2017 Public Hearing

Bylaws for Third Reading

1001 **2017-396-RZ, 23782 and 23810 River Road**
Maple Ridge Zone Amending Bylaw No. 7403-2017
To amend the M-2 (General Industrial) zone to permit off street parking at 23782 and 23810 River Road
Third reading

R/2017-608
It was moved and seconded

That Bylaw No. 7403-2017 be given third reading.

CARRIED

1002 **2015-155-RZ, 23702 132 Avenue**

1002.1 **Maple Ridge Official Community Plan Amending Bylaw No. 7172-2015**
To amend Silver Valley Area Plan Figure 2 and Figure 3C from Conservation, Open Space, Low Density Residential and Med/High Density Residential to Low Density Residential and Conservation; and

To amend Silver Valley Area Plan Figure 4: Trails/Open Space to remove from Conservation, to add to Conservation, and to remove from Open Space
Third reading

R/2017-609
It was moved and seconded
That Bylaw No. 7172-2015 be given third reading.

CARRIED

1002.2 **Maple Ridge Zone Amending Bylaw No. 7173-2015**
To rezone from RS-2 (One Family Suburban Residential) to RS-1b (One Family Urban (Medium Density) Residential) to permit a future subdivision of approximately 16 lots
Third reading

R/2017-610
It was moved and seconded
That Bylaw No. 7173-2015 be given third reading.

CARRIED

1003 **2014-039-RZ, 12040 240 Street**

1003.1 **Maple Ridge Official Community Plan Amending Bylaw No. 7397-2017**
To amend Schedule “B” of the Official Community Plan from Estate Suburban Residential to Commercial and to amend the Urban Area Boundary
Third reading

R/2017-611
It was moved and seconded
That Bylaw No. 7397-2017 be given third reading.

CARRIED

1003.2 **Maple Ridge Zone Amending Bylaw No. 7089-2014**
To rezone from RS-3 (One Family Rural Residential) to C-2 (Community Commercial) to permit the future construction of a two storey mixed use building
Third reading

R/2017-612
It was moved and seconded
That Bylaw No. 7089-2014 be given third reading.

CARRIED

Bylaws for Adoption

1004 **2014-108-RZ, 12874 Mill Street**

1004.1 **Maple Ridge Official Community Plan Amending Bylaw No. 7222-2016**
To revise conservation boundaries
Adoption

R/2017-613
It was moved and seconded
That Bylaw No. 7222-2016 be adopted.

CARRIED

1004.2 **Maple Ridge Zone Amending Bylaw No. 7138-2015**
To rezone from RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential) to R-1 (Residential District) to allow subdivision into approximately 6 single family residential lots
Adoption

R/2017-614
It was moved and seconded
That Bylaw No. 7138-2015 be adopted.

CARRIED

1100 *REPORTS AND RECOMMENDATIONS*

Public Works and Development Services

1101 **2017-256-RZ, 22313 124 Avenue, RS-1b to R-1**

Staff report dated December 5, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7363-2017 to rezone from RS-1b (One Family Urban [Medium Density] Residential) to R-1 (Residential District) to permit subdivision into approximately two lots be given first reading and that the applicant provide further information as described on Schedule B of the Development Procedures Bylaw No. 5879-1999, along with the information required for a Subdivision application.

R/2017-615
It was moved and seconded

That Bylaw No. 7363-2017 be given first reading; and

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

CARRIED

1102 **2017-185-RZ, 11143 Princess Street, RS-1 to R-1**

Staff report dated December 5, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7362-2017 to rezone from RS-1 (One Family Urban Residential) to R-1 (Residential District) to permit future subdivision into approximately two lots be given first reading and that the applicant provide further information as described on Schedule B of the Development Procedures Bylaw No. 5879–1999, and a Subdivision application.

R/2017-616
It was moved and seconded

That Bylaw No. 7362-2017 be given first reading; and

That the applicant provide further information as described on Schedule B of the Development Procedures Bylaw No. 5879–1999, and a Subdivision application.

CARRIED

1103 **2017-247-RZ, 11697 and 11715 224 Street, RM-3 and C-3 to CRM**

Staff report dated December 5, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7365-2017 to rezone from RM-3 (High Density Apartment Residential) and C-3 (Town Centre Commercial) to CRM (Commercial/Residential) to permit a six storey, mixed use building with 45 rental apartments be given first reading and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879–1999, along with the information described in this report.

R/2017-617
It was moved and seconded

1. **That Bylaw No. 7365-2017 be given first reading; and**

2. **That the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879–1999, along with the information described in this report.**

CARRIED

1104 **2015-021-RZ, 24070 132 Avenue, RS-3 to R-1**

Staff report dated December 5, 2017 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7406-2017 to adjust the conservation boundary to fit the site conditions be given first reading and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7142-2015 to rezone from RS-3 (One Family Rural Residential) to R-1 (Residential District), to permit a future subdivision of approximately three single family residential lots be given second reading as amended and be forwarded to Public Hearing.

R/2017-618
It was moved and seconded

1) **That, in accordance with Section 475 of the Local Government Act, opportunity for early and ongoing consultation has been provided by way of posting Bylaw No. 7406-2017 on the municipal website, and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;**
2) **That Bylaw No. 7406-2017 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;**
3) **That it be confirmed that Bylaw No. 7406-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;**
4) **That Bylaw No. 7406-2017 be given first and second readings and be forwarded to Public Hearing;**

5) That Bylaw No. 7142-2015, as amended in this report, be given second reading and be forwarded to Public Hearing;
6) That the following terms and conditions be met prior to final reading:
   i) Amendment to Official Community Plan Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 2 - Land Use Plan, and Figure 4 – Trails/Open Space
   ii) Road dedication as required;
   iii) Park dedication as required, and removal of all debris and garbage from park land;
   iv) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;
   v) Registration of a Restrictive Covenant for Tree Protection;
   vi) Registration of a Restrictive Covenant for Stormwater Management;
   vii) Registration of a Restrictive Covenant for No-Build purposes on the existing house footprint, should the current house be removed in the future. Any new house built on proposed lot 3 must adhere to current Zoning Bylaw regulations;
   viii) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site; and
   ix) That a voluntary contribution, in the amount of $15,300.00 be provided, in keeping with the Council Policy on Community Amenity Contributions.

CARRIED

1105 **2015-069-RZ, 10366 240 Street, RS-2 to R-3**

Staff report dated December 5, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7207-2016 to rezone from RS-2 (One Family Suburban Residential) to R-3 (Special Amenity Residential District) to permit future subdivision of approximately 13 lots be given second reading and be forwarded to Public Hearing.

R/2017-619
It was moved and seconded

1) That Bylaw No. 7207-2016 be given second reading, and be forwarded to Public Hearing;

2) That Council require, as a condition of subdivision approval, the developer to pay to the City an amount that equals 5% of the market value of the land, as determined by an independent appraisal, in lieu of parkland dedication in accordance with Section 510 of the Local Government Act; and,

3) That the following terms and conditions be met prior to final reading:
   i. Approval from the Ministry of Transportation and Infrastructure;
   ii. Submission of a satisfactory traffic study;
   iii. Road dedication on 240 Street as required;
   iv. Registration of a Restrictive Covenant for the Geotechnical which addresses the suitability of the subject property for the proposed development;
   v. Registration of a Restrictive Covenant for selected corner lots preventing the construction of detached garages and carports that obstruct visual clearance at intersections;
   vi. Registration of a Restrictive Covenant for Stormwater Management;
   vii. Removal of existing building/s;
   viii. 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;
   ix. That a voluntary contribution, in the amount of $5,100 per lot ($66,300 in total) is to be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

CARRIED

1106 **Maple Ridge Zone Amending Bylaw No. 7394-2017, Home Occupation Regulations**

Staff report dated December 5, 2017 recommending that Maple Ridge Zone Amending Bylaw No. 7394-2017 to update home occupation regulations be given second reading as amended and be forwarded to Public Hearing.

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

- Background
- Council Discussion
- Home Occupation in Multi-Family Units
- Types of Home Occupation
- Number of Home Occupations
- Parking Considerations

- Strata Council & Landlord Notification
- Recommendation

R/2017-620
It was moved and seconded

That Maple Ridge Zone Amending Bylaw No. 7394-2017, as amended, be given second reading and be forwarded to the next public hearing.

CARRIED

Councillor Masse - OPPOSED

1107 **Award of Contract ITT-EN17-65: 270A Street Reservoir & Pump Station**

Staff report dated December 5, 2017 recommending that Contract ITT-EN17-65: 270A Street Reservoir & Pump Station Replacement be awarded to Westpro, A Division of Pomerleau Inc., that a project contingency be established to address potential variations in field conditions, that the Corporate Officer be authorized to execute the contract, that the Financial Plan be amended and that the existing Stantec Consulting Ltd. contract for Engineering Design Services be increased.

R/2017-621
It was moved and seconded

That Contract ITT-EN17-65: 270A Street Reservoir & Pump Station Replacement be awarded to Westpro, A Division of Pomerleau Inc. in the amount of $4,196,710.92 excluding taxes; and

That a contract contingency of $200,000.00 be approved to address potential variations in field conditions; and

That the Corporate Officer be authorized to execute the contract; and

That the Financial Plan be amended to fund this project from Development Cost Charges and Water Capital Fund as identified in this report, and further

That the existing Stantec Consulting Ltd. contract for Engineering Design Services for 270A Street Reservoir and Pump Station be increased by $150,000.00.

CARRIED

Financial and Corporate Services (including Fire and Police)

1131 **2018-2022 Financial Plan Bylaw**

Staff report dated December 5, 2017 recommending that Maple Ridge 2018-2028 Financial Plan Bylaw No. 7405 - 2017 be given first, second and third readings.

R/2017-622
It was moved and seconded

That Maple Ridge 2018-2022 Financial Plan Bylaw No. 7405 - 2017 be given first, second and third readings.

CARRIED

1132 **2017 Community Grant – Seniors Network**

Staff report dated December 5, 2017 recommending that a Community Grant be awarded to Maple Ridge, Pitt Meadows, Katzie Seniors Network.

R/2017-623
It was moved and seconded

That a Community Grant of $20,000 be awarded to Maple Ridge, Pitt Meadows, Katzie Seniors Network.

CARRIED

1133 **Street Naming: Jim Robson Way**

Staff report dated December 5, 2017 recommending that the renaming of a section of 105 Avenue to "Jim Robson Way" be approved.

R/2017-624
It was moved and seconded

That the renaming of the section of 105 Avenue from Lougheed Highway to the traffic circle at Tamarack Lane as "Jim Robson Way" be approved; and further

That staff advise the post office, emergency services and the owners of all properties affected by this change and take all other necessary steps to formalize the road name changes effective January 27, 2018.

CARRIED

Parks, Recreation & Culture

1151 **Golden Ears Dog Off-leash Area – License of Occupation**

Staff report dated December 5, 2017 recommending that the Corporate Officer be authorized to sign the Golden Ears Off-leash License of Occupation with TransLink for the purpose of developing a dog off-leash area.

R/2017-625
It was moved and seconded

That the Corporate Officer be authorized to sign the Golden Ears Dog Off-leash License of Occupation with TransLink for the purpose of developing a dog off-leash area.

CARRIED

Note: Item 1152 was dealt with following Item 601

1152 **Youth Wellness Centre Concept and Funding Estimate**

Staff report dated December 5, 2017 recommending that staff be directed to work with Ridge Meadows Community Services and the Foundry to explore a partnership model for the Maple Ridge Youth Wellness Centre.

The Manager of Community Services introduced the topic and the presenters.

Pamela Liversage, Director, Policy and Partnership, Foundry gave a PowerPoint presentation providing the following information:

- Introduction to Foundry as an organization
- Age of First Onset & the Burden of Disease including physical and mental illnesses
- Economic and moral evidence for a return on investment in youth
- The approach used by Foundry, its vision and brand
- Position of the Foundry Team between operators, health authorities and government
- Organizations partnering with Foundry
- Examples of services provided

Ron Antaluk, Chair, Ridge Meadows Hospital Fuondation thanked Council for the Youth Wellness Centre and stated that the centre has provided the reason Maple Ridge was selected by Foundry for a centre. He advised that the Ridge Meadows Hospital Foundation is in full support of a Foundry Centre.

The Senior Recreation Manager gave a PowerPoint presentation providing general information on the proposed youth wellness centre including the appearance of the building, the site location and the sizing for the ground and second floors. He advised on the exiting design and a partnership with the Greg Moore Youth Centre, provided a concept rendering and outlined potential costs.

R/2017-626
It was moved and seconded

That staff be directed to work with Maple Ridge and Pitt Meadows Community Services and the Foundry to explore a funding model for the Youth Wellness Centre Concept referenced in the report dated December 5, 2017.

CARRIED

Administration – Nil

Other Committee Issues – Nil

1200 *STAFF REPORTS* – Nil

1300 *OTHER MATTERS DEEMED EXPEDIENT* – Nil

1400 *NOTICES OF MOTION AND MATTERS FOR FUTURE MEETINGS* – Nil

1500 *QUESTIONS FROM THE PUBLIC*

John McKenzie
Mr. McKenzie referred to an announcement by the Honourable Jean-Yves Duclos on the National Housing Program and partnerships between Federal, Provincial and Municipal Governments to address the issue of affordable housing. He asked whether there has been progress on this and what the status on this was.

Mayor Read advised on work being on the issue of affordable housing.

Mr. McKenzie expressed concern for the persons at Anita Place and asked whether something can be set up to allow people living there to warm themselves. He advised on his experiences when visiting with persons living at the camp.

Note: Councillor Robson left the meeting at 8:51 p.m.

Mayor Read advised on work being done through a number of City resources with regard to connecting with persons residing at Anita Place. She also advised on services to be provided by BC Housing to ensure that life safety issues will be addressed.

1600 ***ADJOURNMENT*** – 8:53 p.m.

N. Read, Mayor

Certified Correct

L. Darcus, Corporate Officer

City of Maple Ridge

SPECIAL COUNCIL MEETING MINUTES

November 21, 2017

The Minutes of the Special City Council Meeting held on November 21, 2017 at 5:01 p.m. in the Blaney Room of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT

Elected Officials	*Appointed Staff*
Mayor N. Read	P. Gill, Chief Administrative Officer
Councillor C. Bell	K. Swift, General Manager of Parks, Recreation & Culture
Councillor Duncan	F. Quinn, General Manager of Public Works and Development Services
Councillor B. Masse	
Councillor G. Robson	L. Darcus, Manager of Legislative Services
Councillor Speirs	B. Elliott, Manager of Community Planning

ABSENT
Councillor Shymkiw

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

1.0 *CALL TO ORDER*

2.0 *APPROVAL OF THE AGENDA*

It was moved and seconded

That the agenda for the November 21, 2017 Special Council Meeting be approved.

CARRIED

3.0 *NOTICE OF CLOSED COUNCIL MEETING*

It was moved and seconded

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

Section 90(1)(e) The acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure might reasonably be expected to harm the interests of the municipality;

Section 90(2)(b) The consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government.

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

CARRIED

4.0 *ADJOURNMENT* – 5:02 p.m.

_____
N. Read, Mayor

Certified Correct

_____
L. Darcus, Corporate Officer

City of Maple Ridge

SPECIAL COUNCIL MEETING MINUTES

December 12, 2017

The Minutes of the City Council Meeting held on December 12, 2017 at 8:45 p.m. in the Blaney Room of City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT

Elected Officials	*Appointed Staff*
Mayor N. Read	P. Gill, Chief Administrative Officer
Councillor C. Bell	K. Swift, General Manager of Parks, Recreation & Culture
Councillor K. Duncan	F. Quinn, General Manager Public Works and Development Services
Councillor B. Masse	
Councillor T. Shymkiw	C. Nolan, Interim Director of Finance
Councillor C. Speirs	L. Darcus, Manager of Legislative Services
	Other staff as required
ABSENT	C. Carter, Director of Planning
Councillor G. Robson	B. Elliott, Manager of Community Planning
	D. Pollock, Municipal Engineer
	T. Thompson, Manager of Financial Planning

Note: These Minutes are also posted on the City's Web Site at www.mapleridge.ca
The meeting was live streamed and recorded by the City of Maple Ridge

Note: Councillor Shymkiw attended the meeting through conference call.

1.0 *CALL TO ORDER*

2.0 *APPROVAL OF THE AGENDA*

R/2017-638
It was moved and seconded

That the agenda for the December 12, 2017 Special Council Meeting be approved as circulated.

CARRIED

3.0 *REPORTS AND RECOMMENDATIONS*

3.1 Development Cost Charges Imposition Bylaw

Staff report dated December 12, 2017 recommending that Maple Ridge Development Cost Charges Imposition Bylaw No. 7320-2017 be given second and third readings and be sent to the Ministry of Community Services for review and approval by the Inspector of Municipalities.

R/2017-639
It was moved and seconded

That Bylaw No. 7320-2017 be given second and third readings and be sent to the Ministry of Community Services for review and approval by the Inspector of Municipalities.

CARRIED

Councillors Shymkiw, Councillor Speirs - OPPOSED

4.0 *ADJOURNMENT* – 8:57 p.m.

_____
N. Read, Mayor

Certified Correct

_____
L. Darcus, Corporate Officer

City of Maple Ridge

PUBLIC HEARING

December 5, 2017

The Minutes of the Public Hearing held in the Council Chamber of City Hall, 11995 Haney Place, Maple Ridge, British Columbia on December 5, 2017 at 7:00 p.m.

PRESENT

Elected Officials	*Appointed Staff*
Mayor N. Read	P. Gill, Chief Administrative Officer
Councillor C. Bell	L. Darcus, Manager of Legislative Services
Councillor K. Duncan	C. Carter, Director of Planning
Councillor B. Masse	A. Kopystynski, Planner 2
Councillor G. Robson	D. Hall, Planner 2
Councillor C. Speirs	

ABSENT
Councillor T. Shymkiw

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

Mayor Read called the meeting to order. The Manager of Legislative Services explained the procedure and rules of order of the Public Hearing and advised that the bylaws will be considered further at the next Council Meeting on December 5, 2017.

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

1) **2017-396-RZ, 23782 and 23810 River Road**
Maple Ridge Zone Amending Bylaw No. 7403-2017
802 GENERAL INDUSTRIAL M-2, Section 1) PRINCIPAL USES be amended by adding the following new clause at the end of this section:

   i) Off Street parking use shall be permitted at 23782 and 23810 River Road

The Manager of Legislative Services advised that no correspondence was received on this item.

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

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

The Mayor called for speakers three times.
There being no comment, the Mayor declared this item dealt with.

2) **2015-155-RZ, 23702 132 Avenue**
Lot 4 South East Quarter Section 28 Township 12 New Westminster District Plan 2637

Maple Ridge Official Community Plan Amending Bylaw No. 7172-2015
To amend Silver Valley Area Plan Figure 2 and Figure 3C from Conservation, Open Space, Low Density Residential and Med/High Density Residential to Low Density Residential and Conservation

To amend Silver Valley Area Plan Figure 4: Trails/Open Space to remove from Conservation, to add to Conservation, and to remove from Open Space

Maple Ridge Zone Amending Bylaw No. 7173-2015
To rezone from RS-2 (One Family Suburban Residential) to RS-1b (One Family Urban (Medium Density) Residential). The current application is to permit a future subdivision of approximately 16 lots

The Manager of Legislative Services advised that no correspondence was received on this item.

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

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

The Mayor called for speakers three times.
There being no comment, the Mayor declared this item dealt with.

3) **2014-039-RZ, 12040 240 Street**
Lot 20 Section 22 Township 12 New Westminster District Plan25968

Maple Ridge Official Community Plan Amending Bylaw No. 7397-2017
To amend Schedule "B" of the Official Community Plan from Estate Suburban Residential to Commercial and to amend the Urban Area Boundary

Maple Ridge Zone Amending Bylaw No. 7089-2014
To rezone from RS-3 (One Family Rural Residential) to C-2 (Community Commercial). The current application is to permit the future construction of a two storey mixed use building

The Manager of Legislative Services advised that no correspondence was received on this item.

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

- Application Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Context
- Site Characteristics
- Development Proposal
- Site Plan
- Exterior Design
- Rendering and Landscape Plan
- Environmental and Agricultural Buffer
- Terms and Conditions

The Mayor called for speakers three times.
There being no comment, the Mayor declared this item dealt with.

Having given all those persons whose interests were deemed affected by the matters contained herein a chance to be heard, the Mayor adjourned the Public Hearing at 6:16 p.m.

_____
N. Read, Mayor

Certified Correct

_____
L. Darcus, Corporate Officer

700

701.1 Development Agreements Committee

CITY OF MAPLE RIDGE
DEVELOPMENT AGREEMENTS COMMITTEE

December 4, 2017
Mayor's Office

CIRCULATED TO:

Nicole Read, Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

Catherine Schmidt, Recording Secretary

---

1. 2015-260-SD

LEGAL:	Lot 13 Section 15 Township 12 New Westminster District Plan 50696 Except Plan EPP61891; Future Lots 1 to 7 all of: Section 15 Township 12 New Westminster District Plan EPP61216
LOCATION:	24211 113 Avenue
OWNER:	MME (Maple Ridge) Investment Ltd.
REQUIRED AGREEMENTS:	Subdivision Servicing Agreement Enhancement and Maintenance Agreement Watercourse, Habitat and Slope Protection Covenant (Lots 1 - 5) Stormwater Management Covenant (Lots 1 – 7)

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE 2015-260-SD.

CARRIED

2. 2015-279-SD

LEGAL:	Lot 353 Section 20 Township 12 New Westminster District Plan 57241
LOCATION:	22833 122 Avenue
OWNER:	1103980 B.C. Ltd.
REQUIRED AGREEMENTS:	Subdivision Servicing Agreement Geotechnical Covenant Stormwater Management Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE TO 2015-279-SD.

CARRIED

Nicole Read

Nicole Read, Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

39
BCP 20580
38
11393
40
11381
11386
Subject Property
13
14
37
11369
P 50696
41
BCP 15941
36
BCP 20580
11357
241 A ST.
11360
BCP 20580
35
PARK
11345
42
24195 pump sta.
11333
11340
24211
24255
113 AVE.
11321
24170
24240
P 6
32
P 50696
243 ST.
16
15
11282

N

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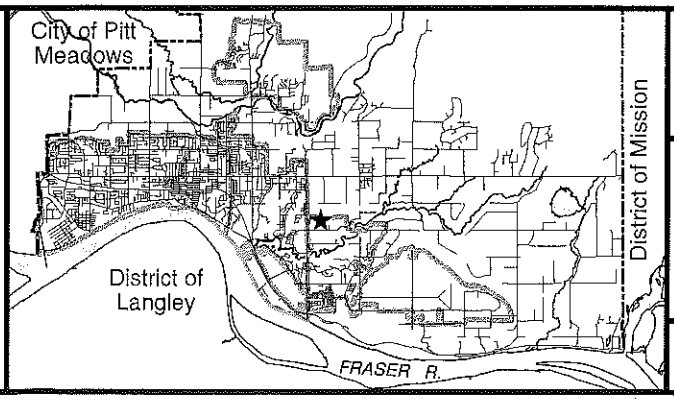
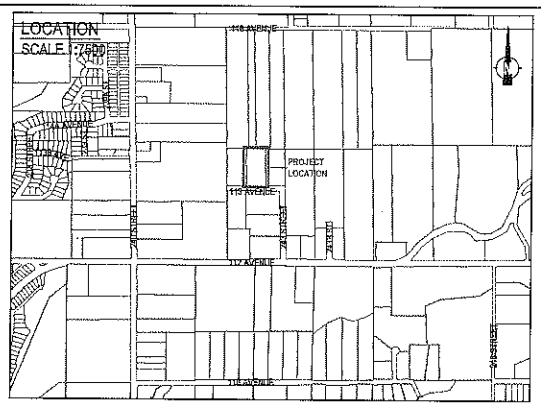


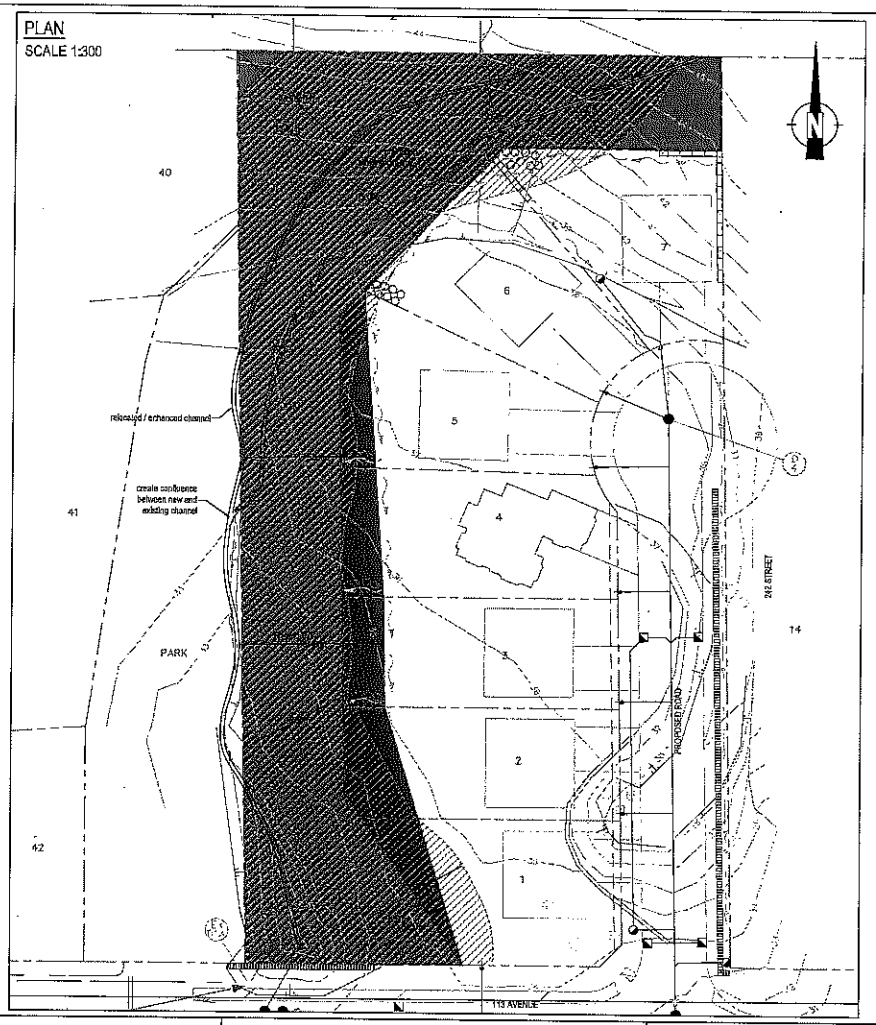
24211-113 Ave

MAPLE RIDGE
British Columbia

CORPORATION OF THE DISTRICT OF MAPLE RIDGE
PLANNING DEPARTMENT

DATE: Jun 13, 2011 DP-078-10 BY: JV





LEGEND

- Typical Setback (15m) Area =3002m^2
- Proposed Park Area = 2791m^2
- Propose Conservation Covenant Area = 448m^2

NOTE

Proposed Park Area + Proposed Conservation Covenant Area = 2791m^2 + 448m^2 = 3239m^2

REFERENCE DRAWINGS

1. Drawing No. 2, Rev. A, Sheet No. 2 of 11, Key Plan", April 2014, Hunter Laird Engineering Ltd.
2. 2010 Legal Base From District of Maple Ridge.

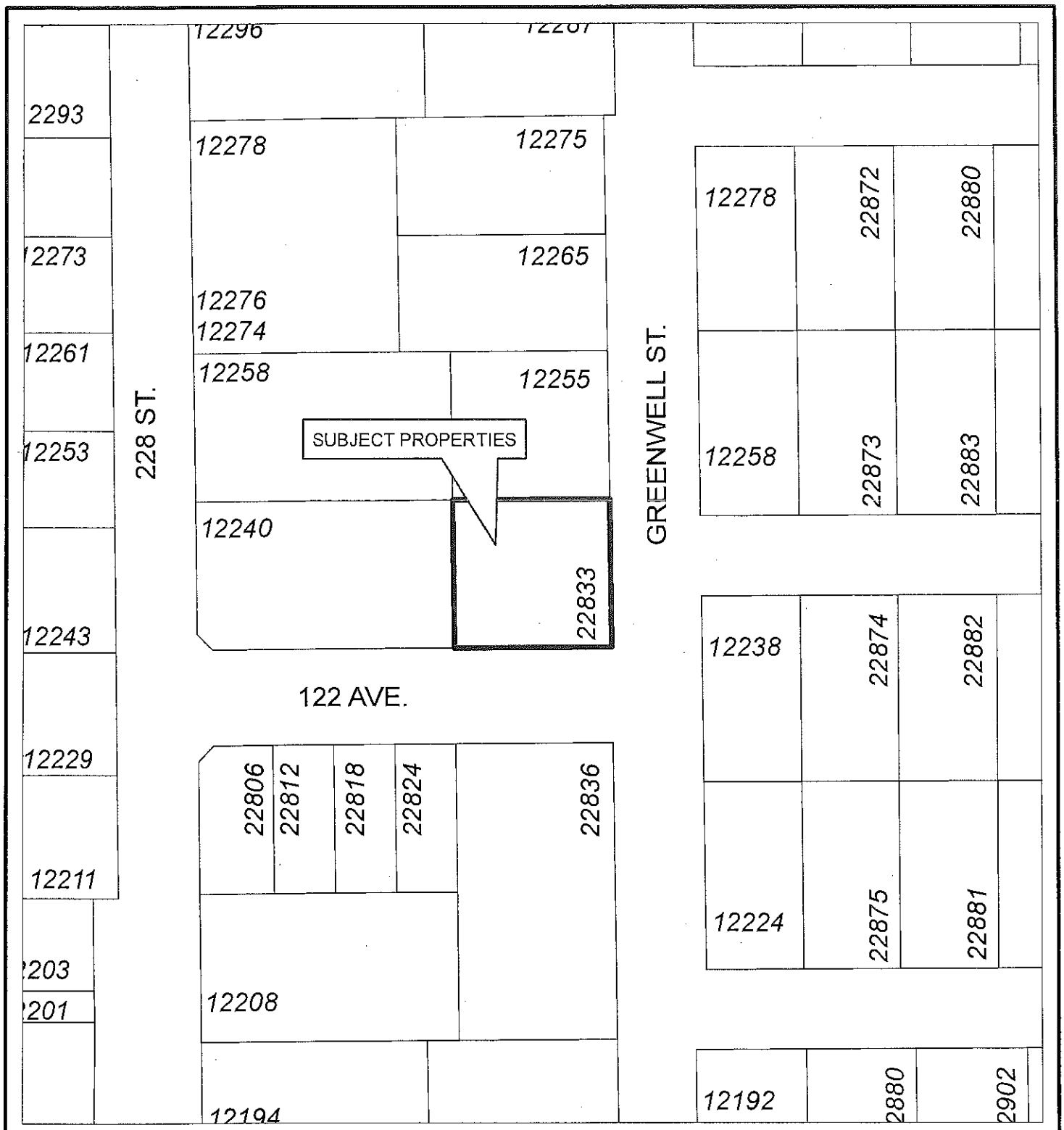
LKT PROJECTS Inc.
Coquitlam, BC

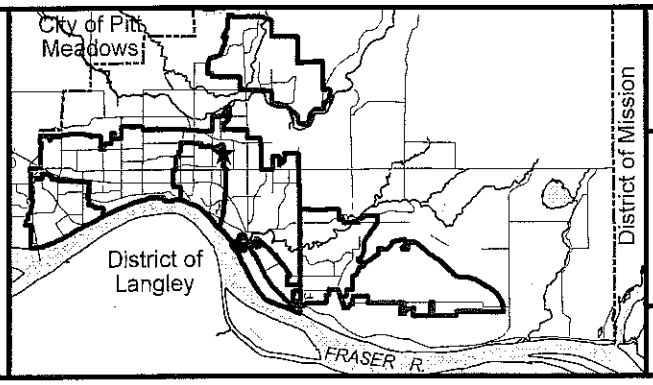
24211 - 113 AVENUE
Maple Ridge, BC

envirowest consultants inc.
Suite 101 - 1515 Broadway Street
Port Coquitlam, British Columbia
Canada V3C 6M2
office: 604-944-0502
facsimile: 604-944-0507
www.envirowest.ca

CONSERVATION PARK AREA

DESIGN:	DRAWN:	CHECKED:	REVISION:	REVISION DATE:
MAA	SCM/CEV	MAA	02	June 04, 2015
SCALE: As Shown			DRAWING NUMBER:	
DATE: September 19, 2011			1622-02-01	





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Scale: 1:1,000

22833-122 Ave
2011 Image

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

2015-279-SD
DATE: Mar 4, 2016

BY: PC

CITY OF MAPLE RIDGE
DEVELOPMENT AGREEMENTS COMMITTEE

December 12, 2017
Mayor's Office

CIRCULATED TO:

Nicole Read, Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

Catherine Schmidt, Recording Secretary

---

1. 16-105770 BG

LEGAL: Strata Lot 104 Section 11 Township 12 New Westminster District Strata Plan EPS234

LOCATION: 10915 Carmichael Street

OWNER: Robert Reid

REQUIRED AGREEMENTS: Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 16-105770 BG.

CARRIED

2. 2015-345-RZ

LEGAL: Lot 32, Section 20, Township 12, New Westminster District, Plan 24720

LOCATION: 12106 230 Street

OWNER: Arde Developments Ltd.

REQUIRED AGREEMENTS: Rezoning Servicing Agreement
Stormwater Management Covenant

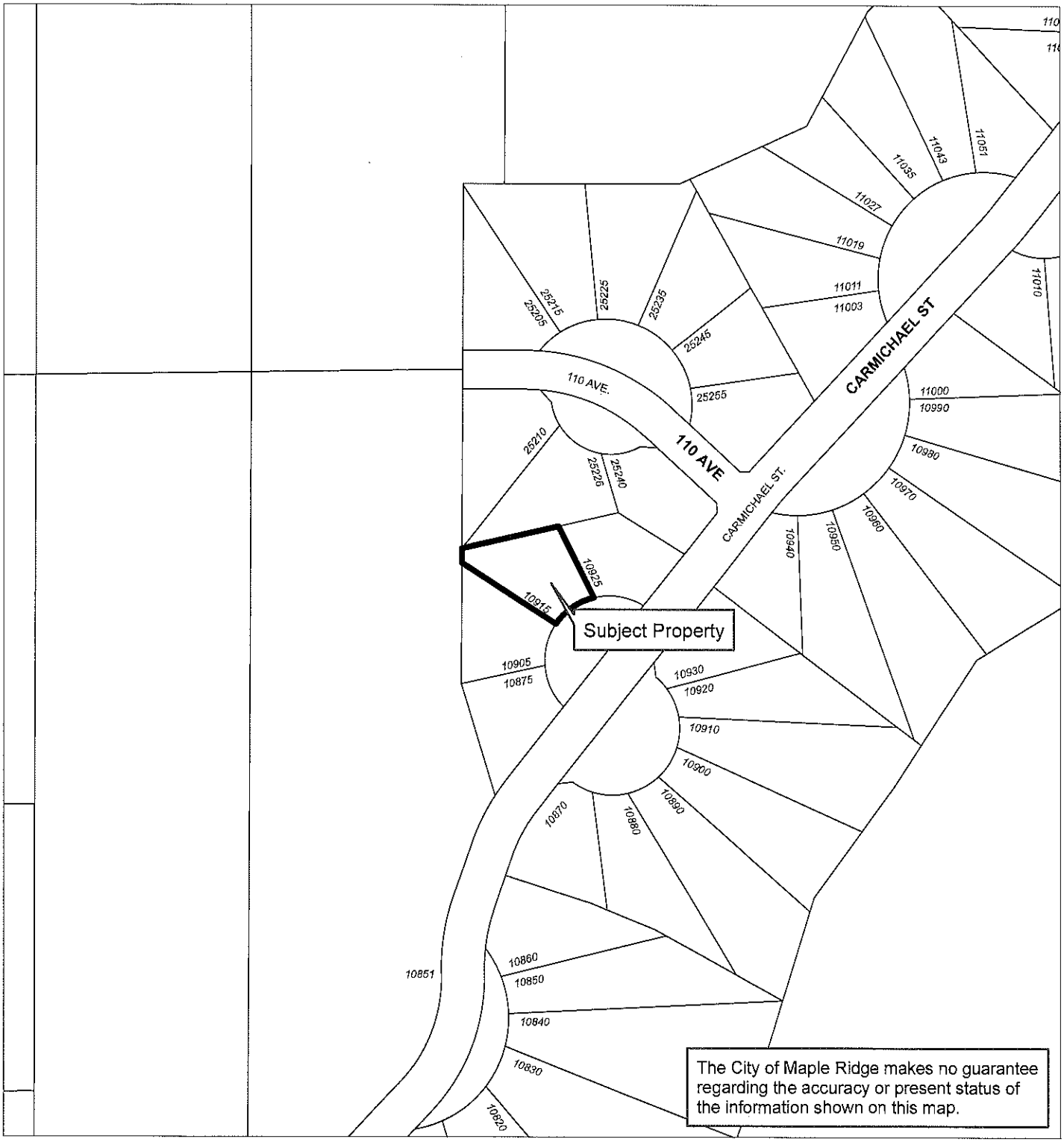
THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENTS AS THEY RELATE TO 2015-345-RZ.

CARRIED

Nicole Read

Nicole Read, Mayor
Chair

Paul Gill, Chief Administrative Officer
Member



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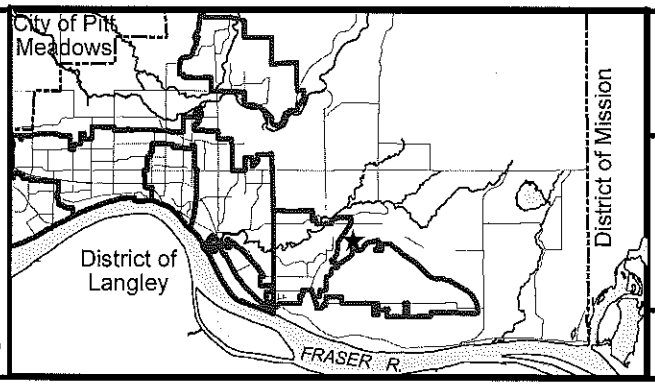

10915 Carmichael St

ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Untitled
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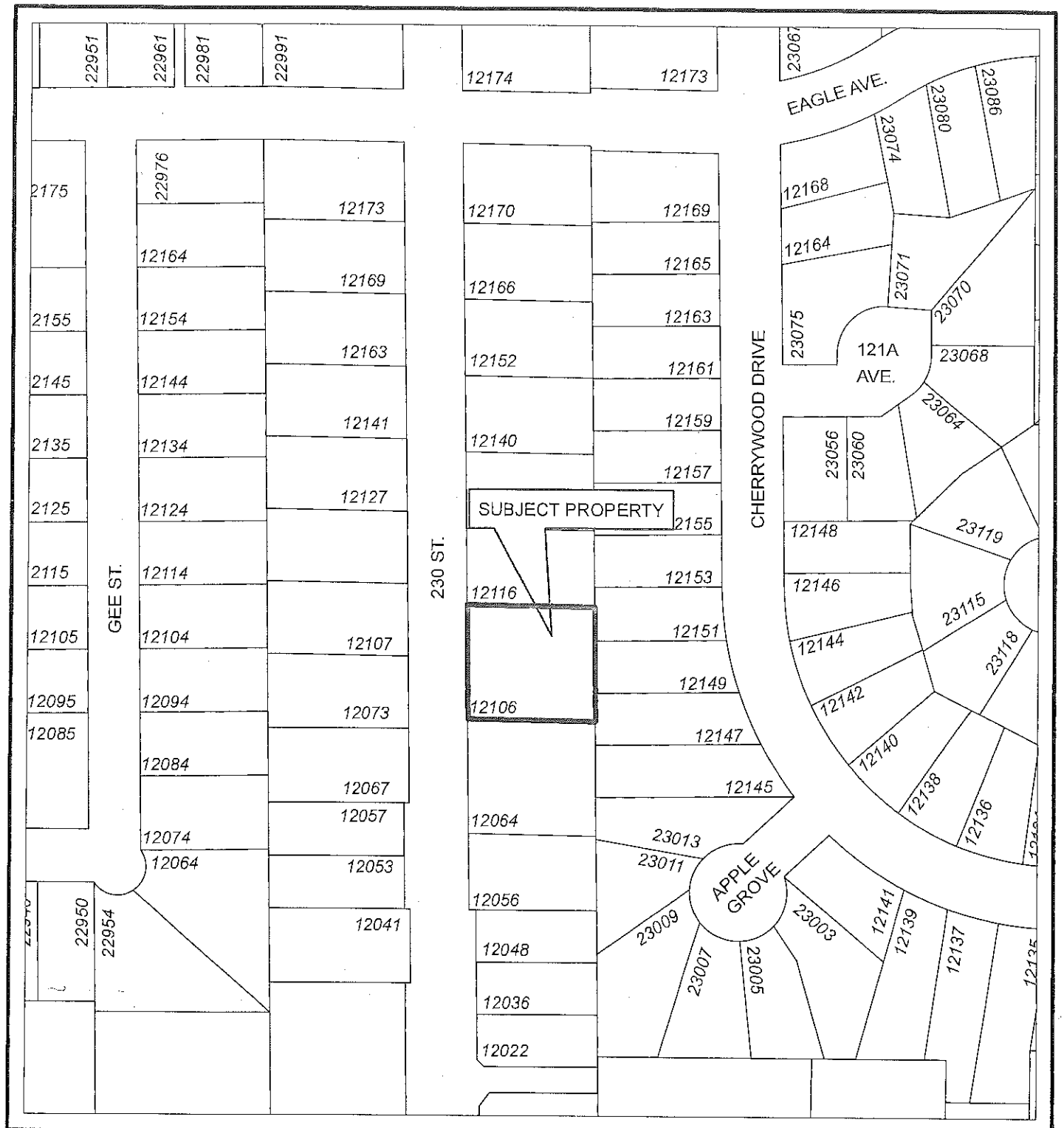
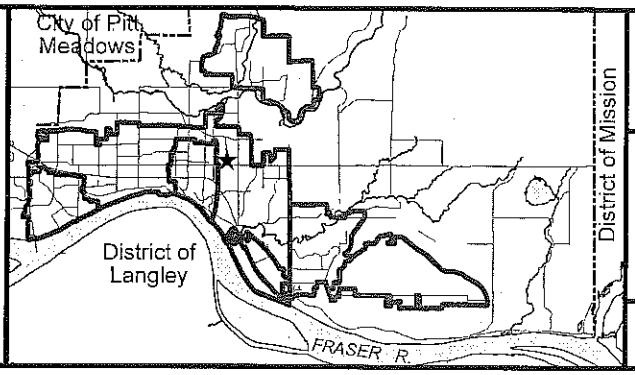
BY: MC





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Scale: 1:1,500

12106 230 Street
2011 Image

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

2015-345-SD
DATE: Nov 16, 2015

BY: JV

CITY OF MAPLE RIDGE
DEVELOPMENT AGREEMENTS COMMITTEE

December 19, 2017
Mayor's Office

CIRCULATED TO:

Robert Masse, Acting Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

Catherine Schmidt, Recording Secretary

---

1. 17-119884 BG

LEGAL:	Lot 19 District Lot 440 Group 1 New Westminster District Plan 2788
LOCATION:	9849 286 Street
OWNER:	Susan Sadet
REQUIRED AGREEMENTS:	Slope Protection Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-119884 BG.

CARRIED

2. 17-126129 BG

LEGAL:	Lot 226 District Lot 247 Group 1 New Westminster District Plan 36099
LOCATION:	21684 Howison Avenue
OWNER:	Harjinder K. Dhillon
REQUIRED AGREEMENTS:	Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-126129 BG.

CARRIED

3. 16-130530 BG

LEGAL:	Strata Lot 77 Section 11 Township 12 New Westminster District Strata Plan EPS234
LOCATION:	25330 Godwin Drive
OWNER:	First National Properties Ltd. & Grant Hill Holdings Ltd.
REQUIRED AGREEMENTS:	Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 16-130530 BG.

CARRIED

4. 17-128305 BG

LEGAL:	Lot 10 Section 28 Township 12 New Westminster District Plan BCP19418
LOCATION:	13111 240 Street
OWNER:	Jaclyn A. Rapton & Ryan M. Rapton
REQUIRED AGREEMENTS:	Temporary Residential Use Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-128305 BG.

CARRIED

5. 17-110442 BG

LEGAL:	Lot 26 Section 32 Township 12 New Westminster District Plan BCP30976
LOCATION:	13942 Anderson Creek Drive
OWNER:	Adam Hillchoon Zhu, Lina Yun and Xing Yun
REQUIRED AGREEMENTS:	Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-110442 BG.

CARRIED

6. 2013-107-SD

LEGAL:	Lots 1 to 34, all of Section 22 Township 12 New Westminster District Plan EPP72767
LOCATION:	24005, 24011, 24019, 24027, 24037, 24006, 24012, 24022, 24052, 24058, 24064, 24076, 24082, 24090, 24098 all of 127B Avenue and: 24032, 24038, 24042, 24048, 24056, 24062, 24074, 24086, 24096, 24053, 24059, 24065, 24077, 24083, 24091, 24099 all of 127A Avenue
OWNER:	CIPE Homes Inc.
REQUIRED AGREEMENTS:	Local Area Servicing Bylaw, Servicing Agreement

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 2013-107-SD.

CARRIED

7. 2016-175-SD

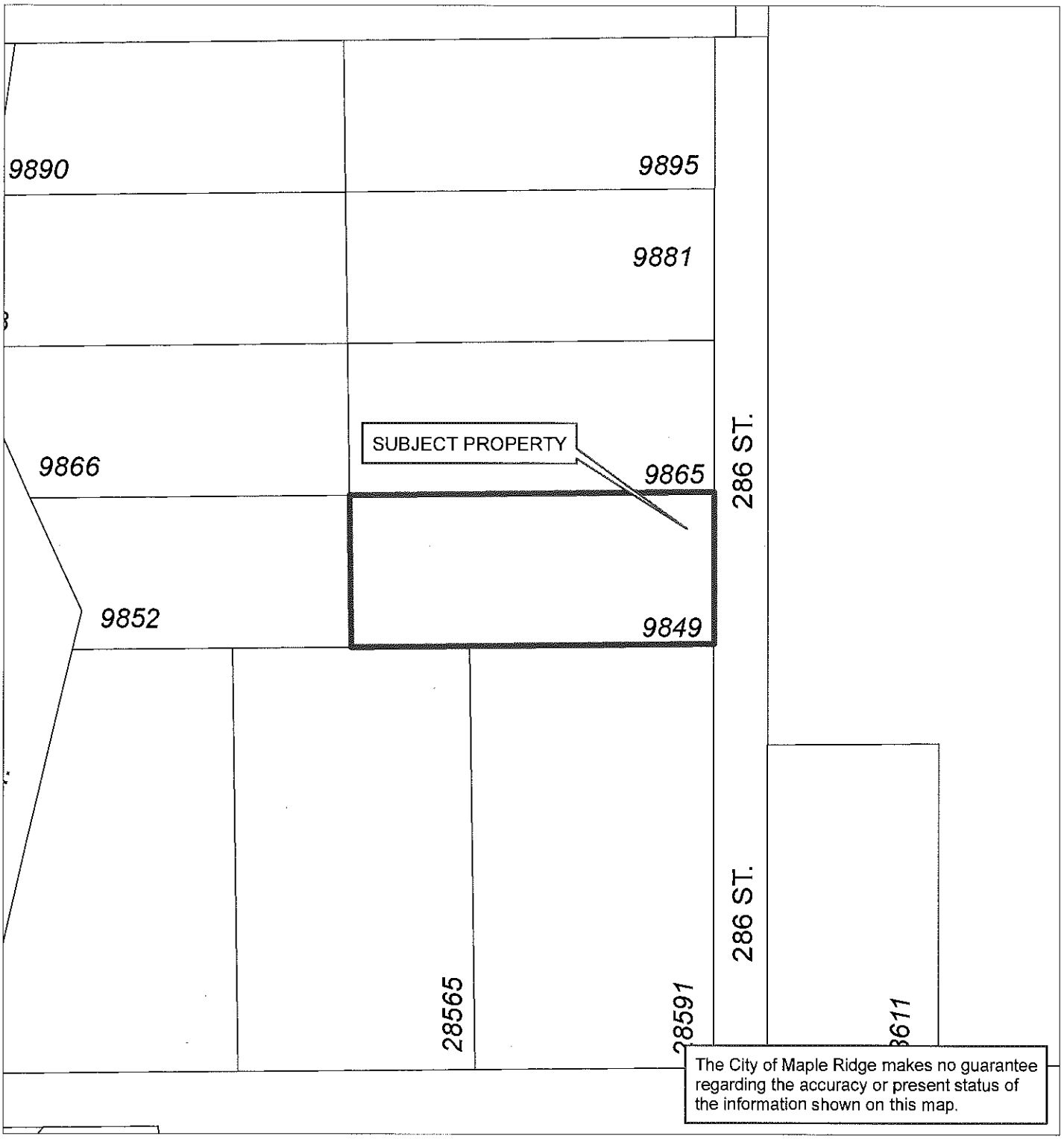
LEGAL:	Lot 23 Section 28 Township 12 New Westminster District Plan 48925
LOCATION:	23711 132 Avenue
OWNER:	Brookside Properties Ltd.
REQUIRED AGREEMENTS:	Subdivision Servicing Agreement No Build Covenant Tree Protection Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 2016-175-SD.

CARRIED

Robert Masse, Acting Mayor
Chair

Paul Gill, Chief Administrative Officer
Member



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

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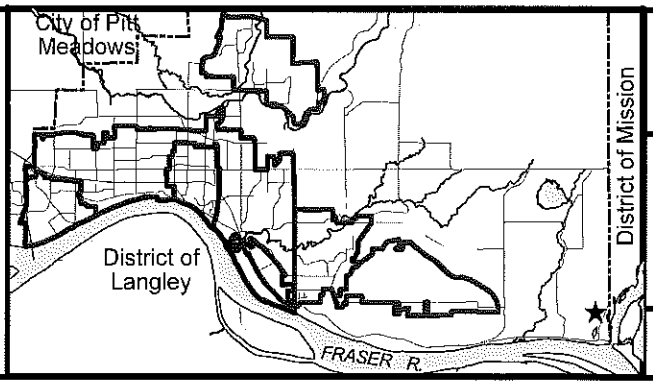


9849-286 Street
Sec. 219 Slope Protection Covenant

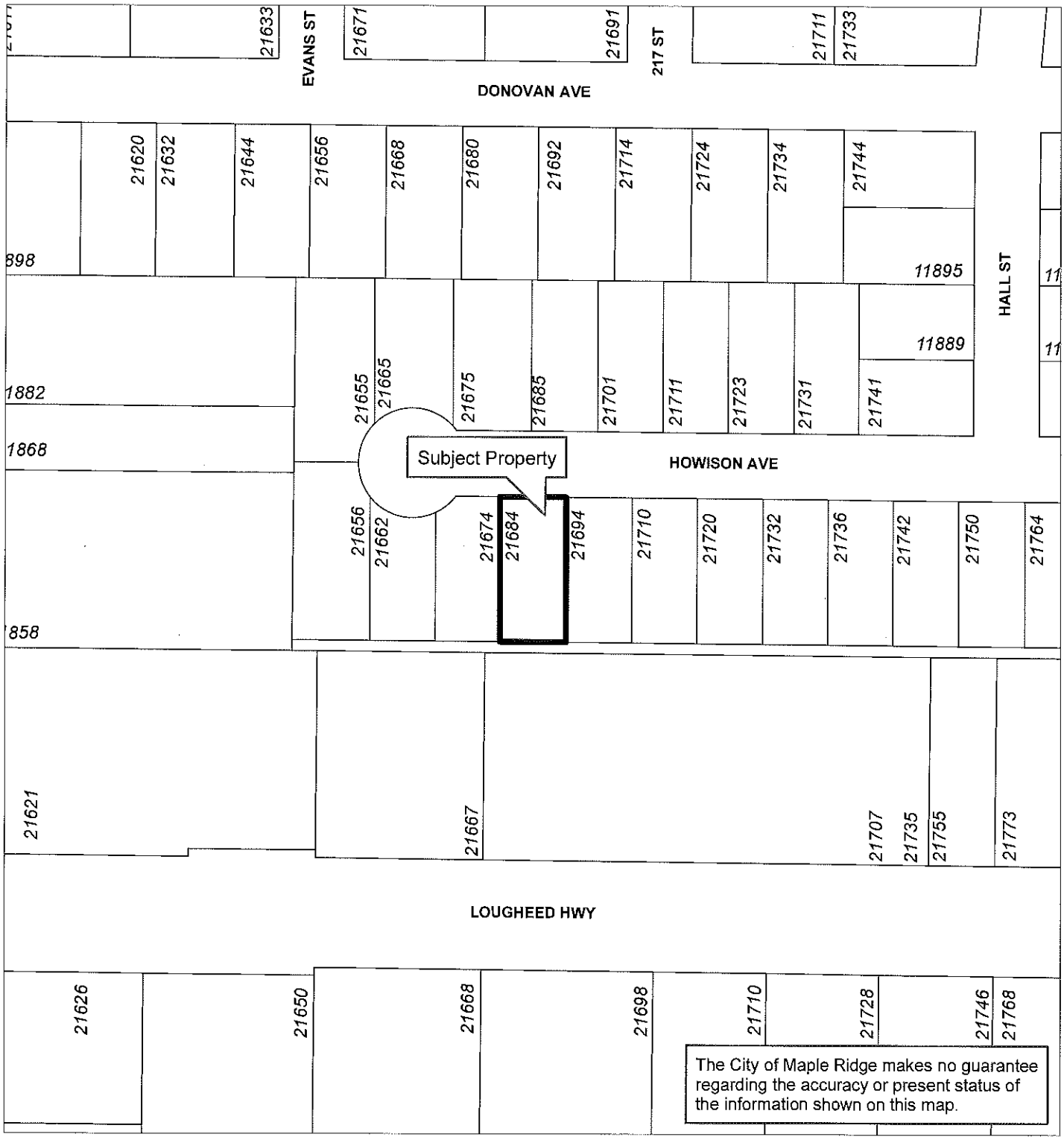
LICENCES, PERMITS & BYLAWS DEPT.

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Untitled
DATE: Dec 15, 2017

BY: JS



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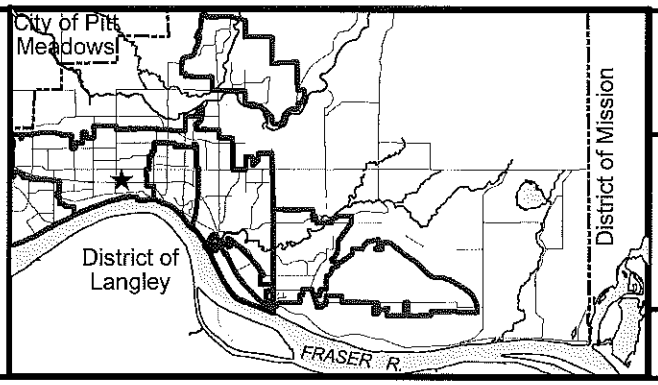


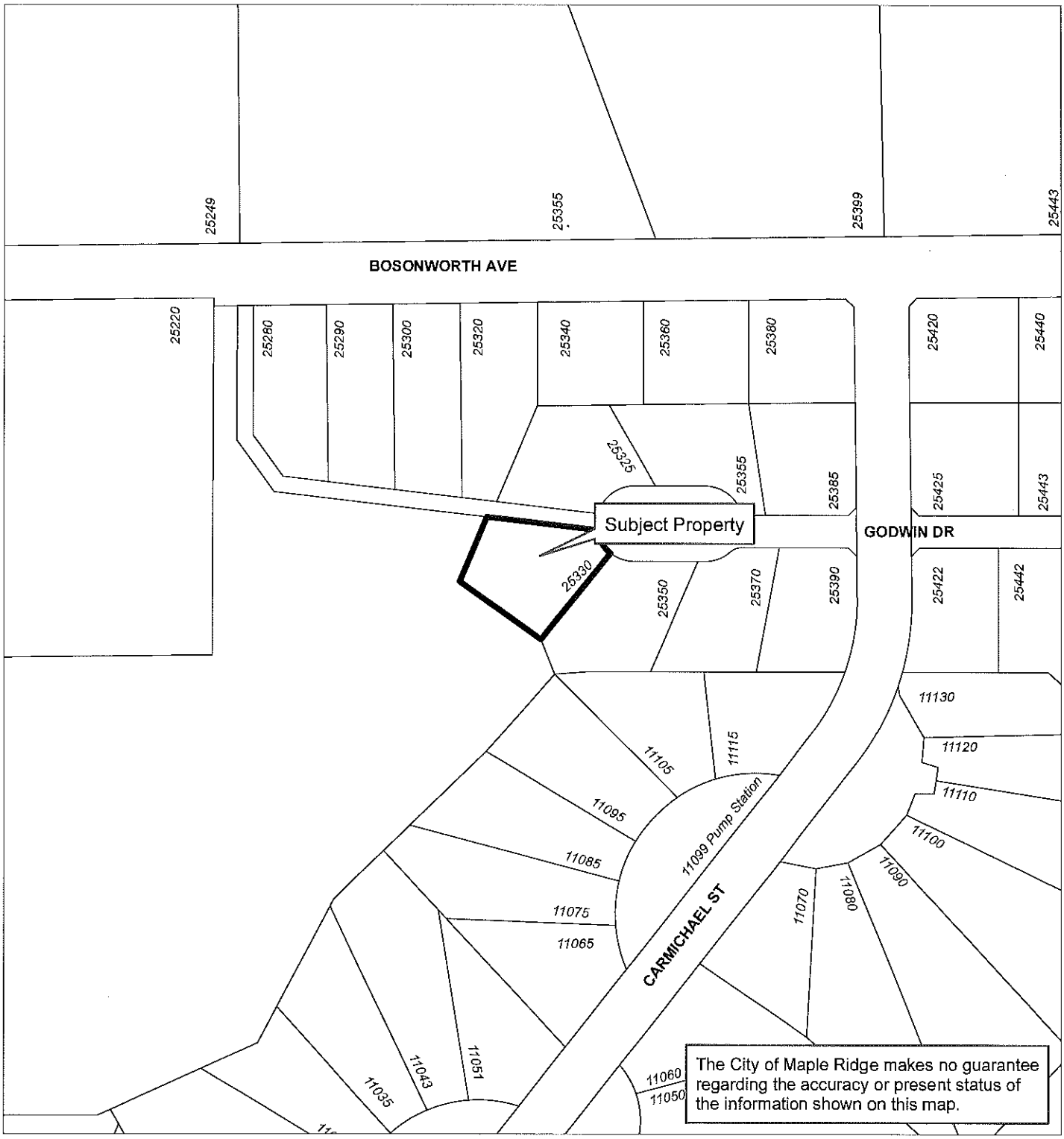
21684 Howison Ave

ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Untitled
DATE: Dec 13, 2017
BY: MC



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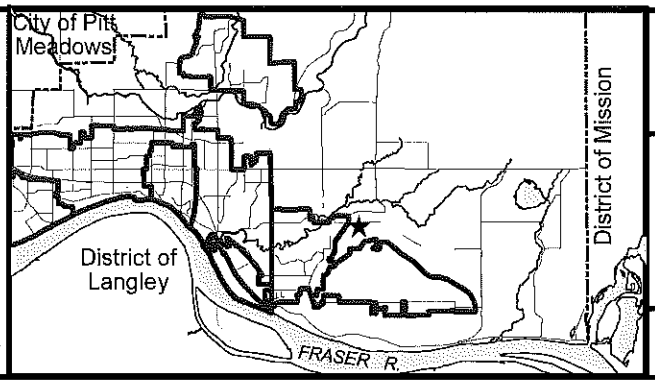

25330 Godwin Dr

ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Untitled
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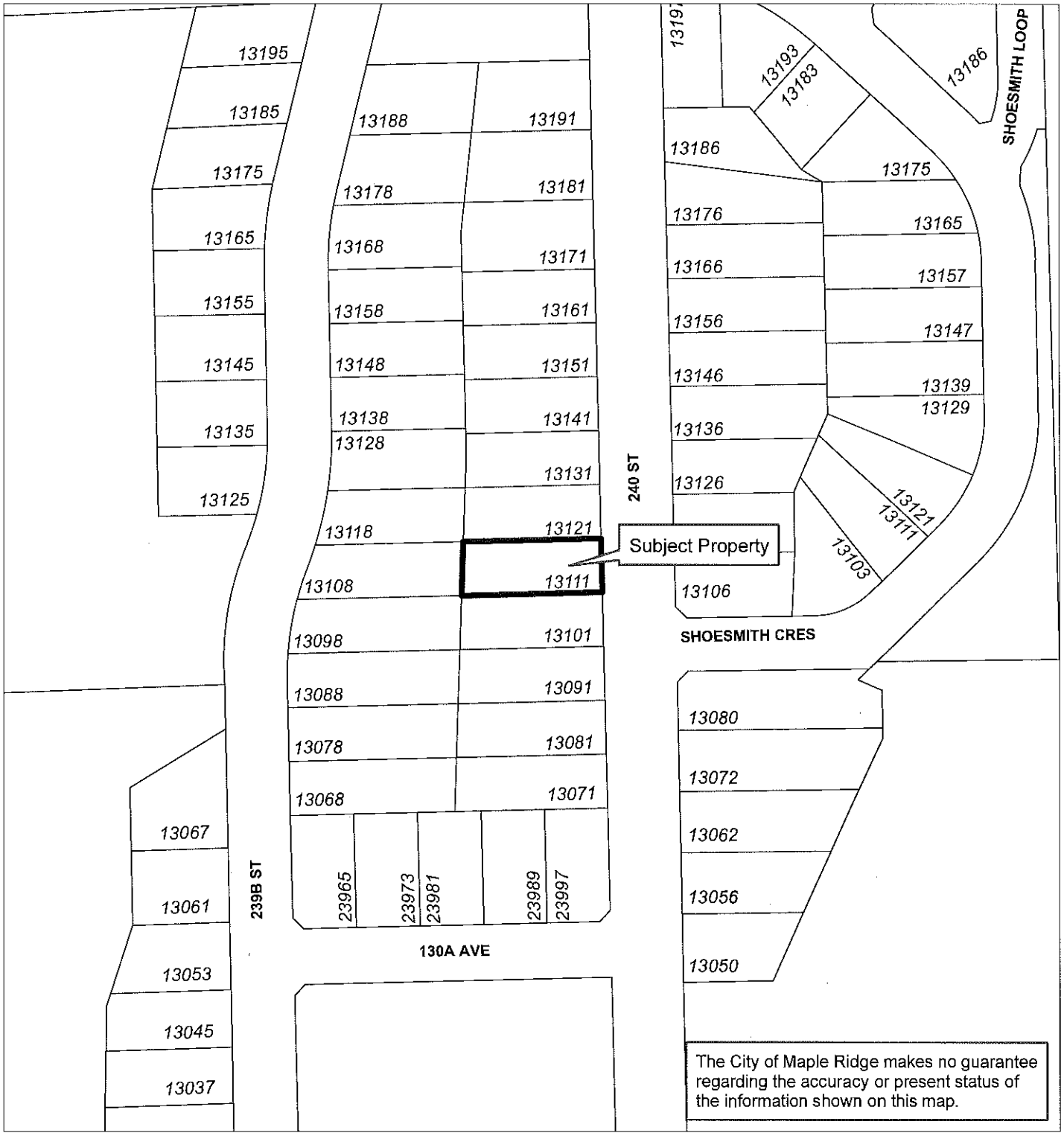
BY: MC



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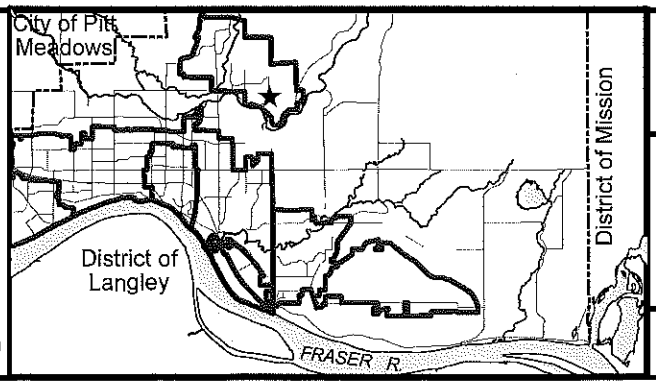

13111 240 St

ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

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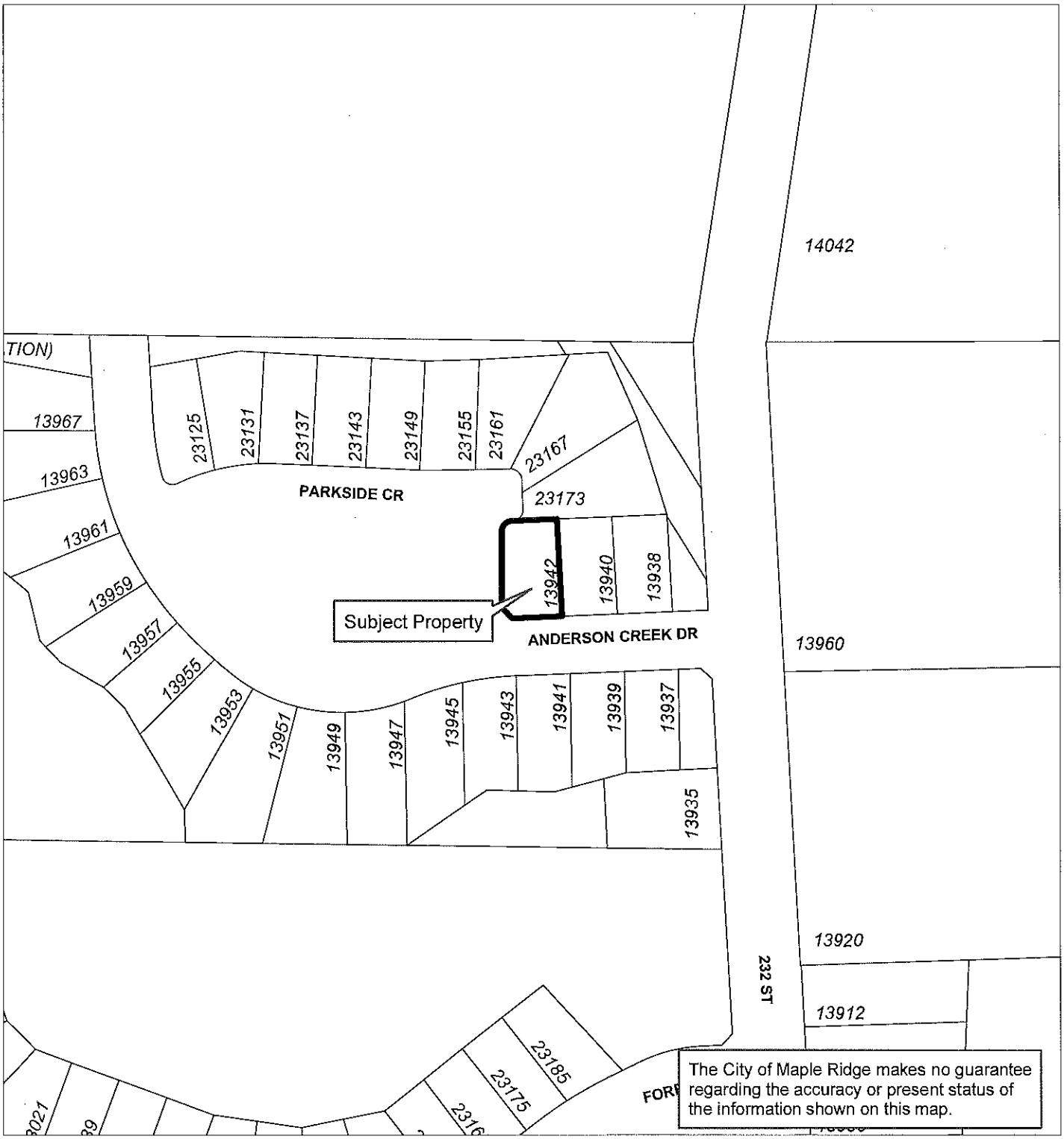
BY: MC



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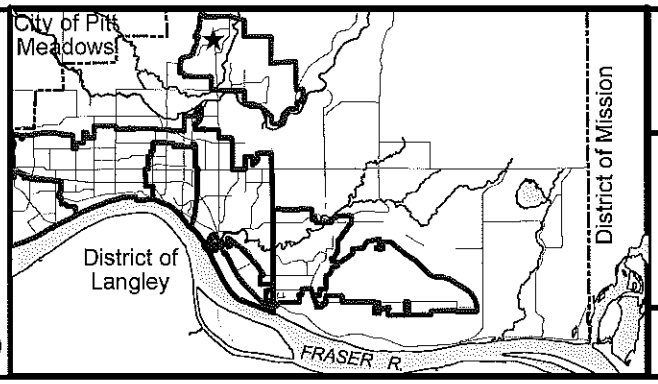

13942 Anderson Creek Dr

ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Untitled
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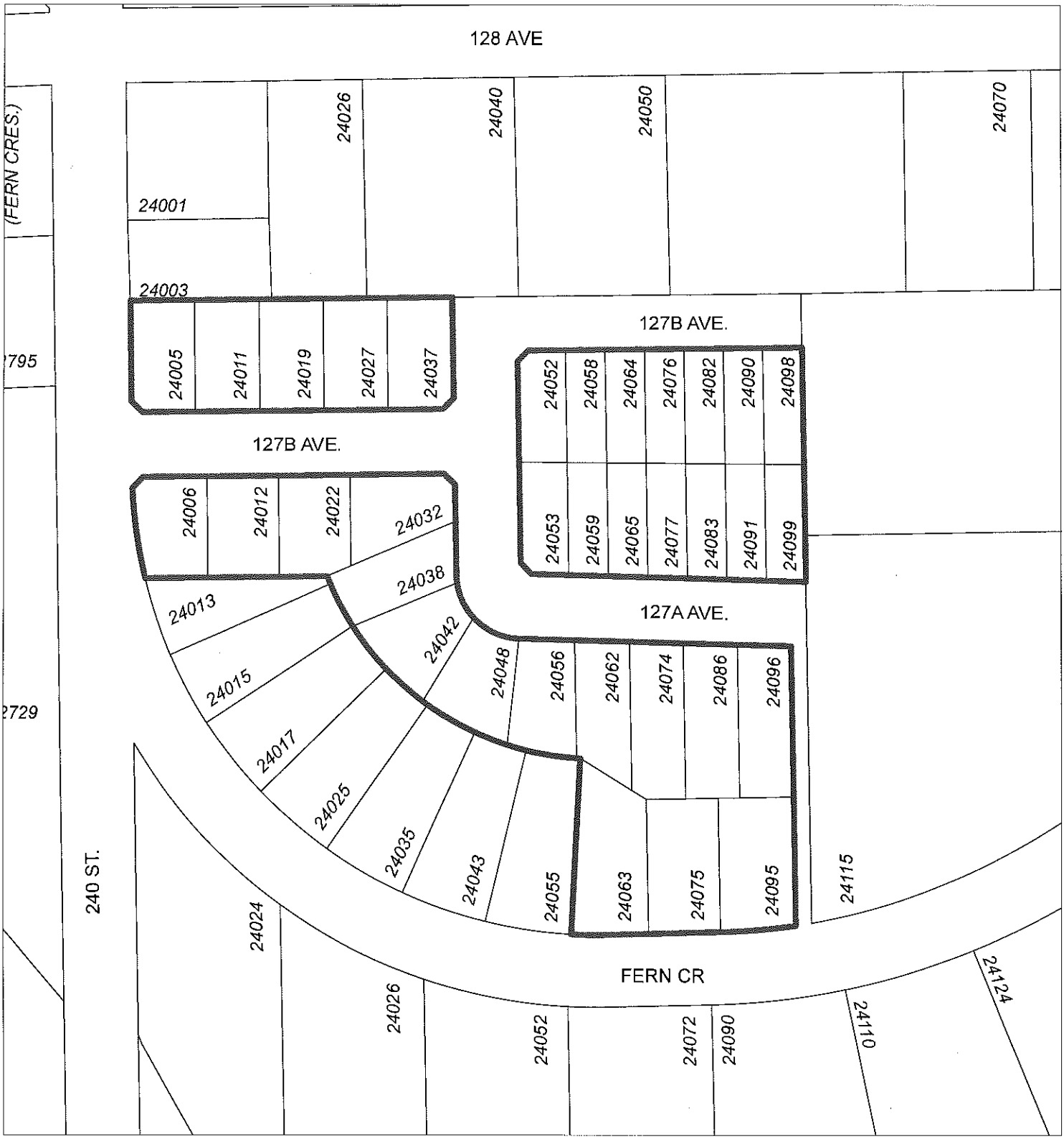
BY: MC



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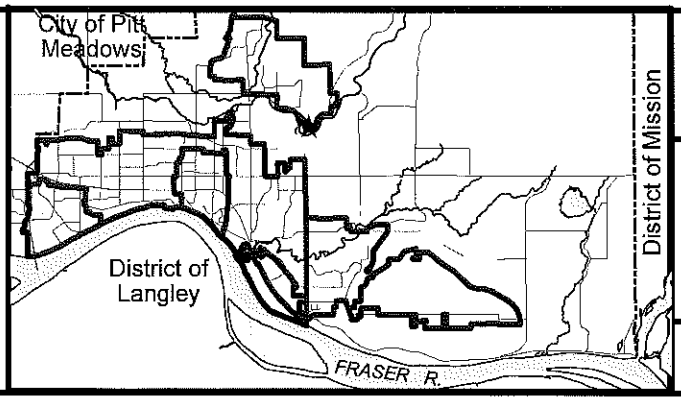


LOTS 1 - 34, PLAN EPP72767

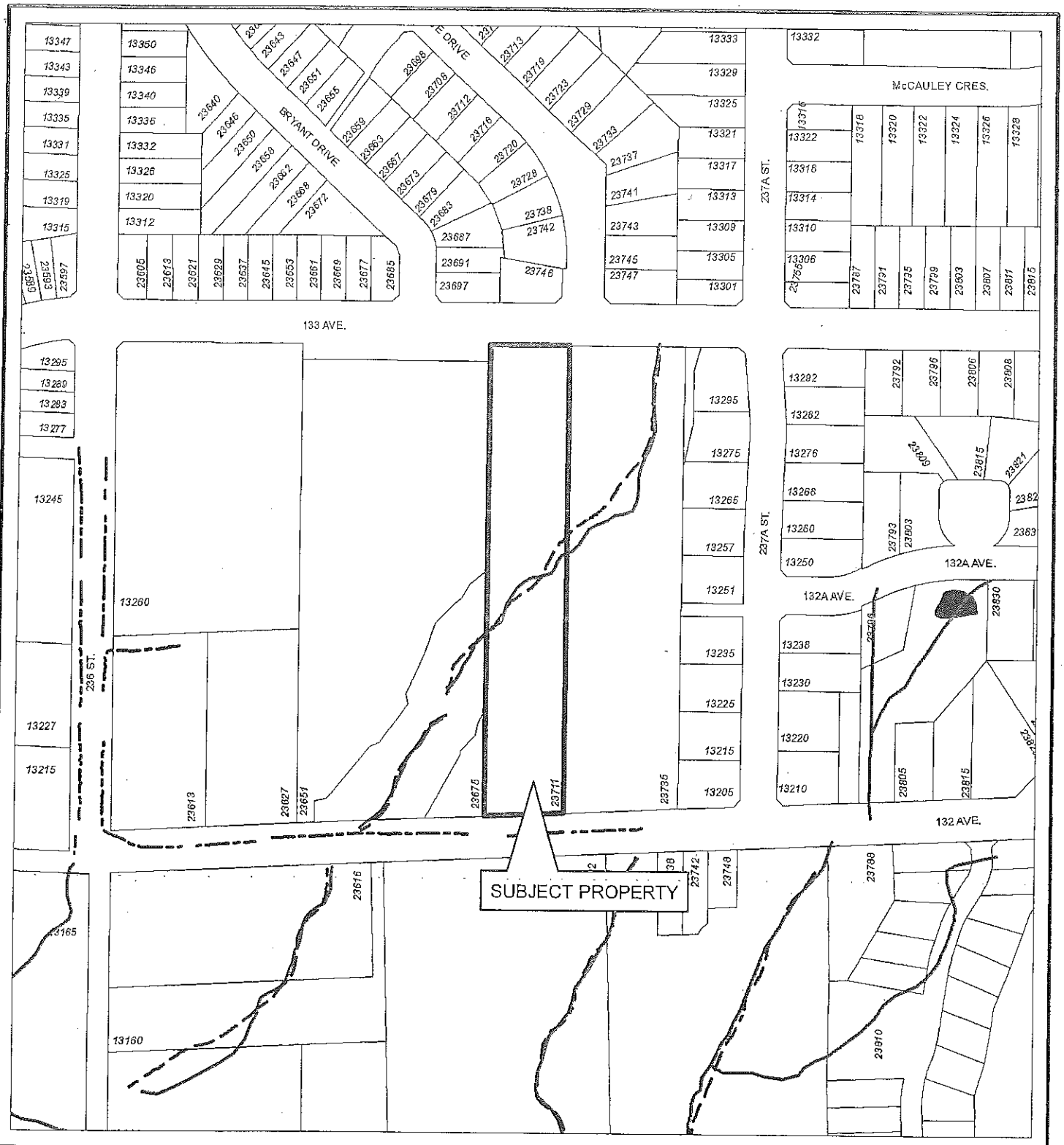
PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2013-107-SD
DATE: Dec 19, 2017

BY: PC



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Scale: 1:2,500

Legend

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

23711 132 Avenue

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

2016-175-RZ

DATE: Jul 19, 2016

BY: JV

CITY OF MAPLE RIDGE
DEVELOPMENT AGREEMENTS COMMITTEE

December 19, 2017 (2)
Mayor's Office

CIRCULATED TO:

Robert Masse, Acting Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

Catherine Schmidt, Recording Secretary

---

1. 17-129275 BG

LEGAL:	Lot 2 District Lot 405 Group 1 New Westminster District Plan EPP56457
LOCATION:	23866 104 Avenue
OWNER:	Morningstar Homes Ltd.
REQUIRED AGREEMENTS:	Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-129275 BG.

CARRIED

2. 17-127392 BG

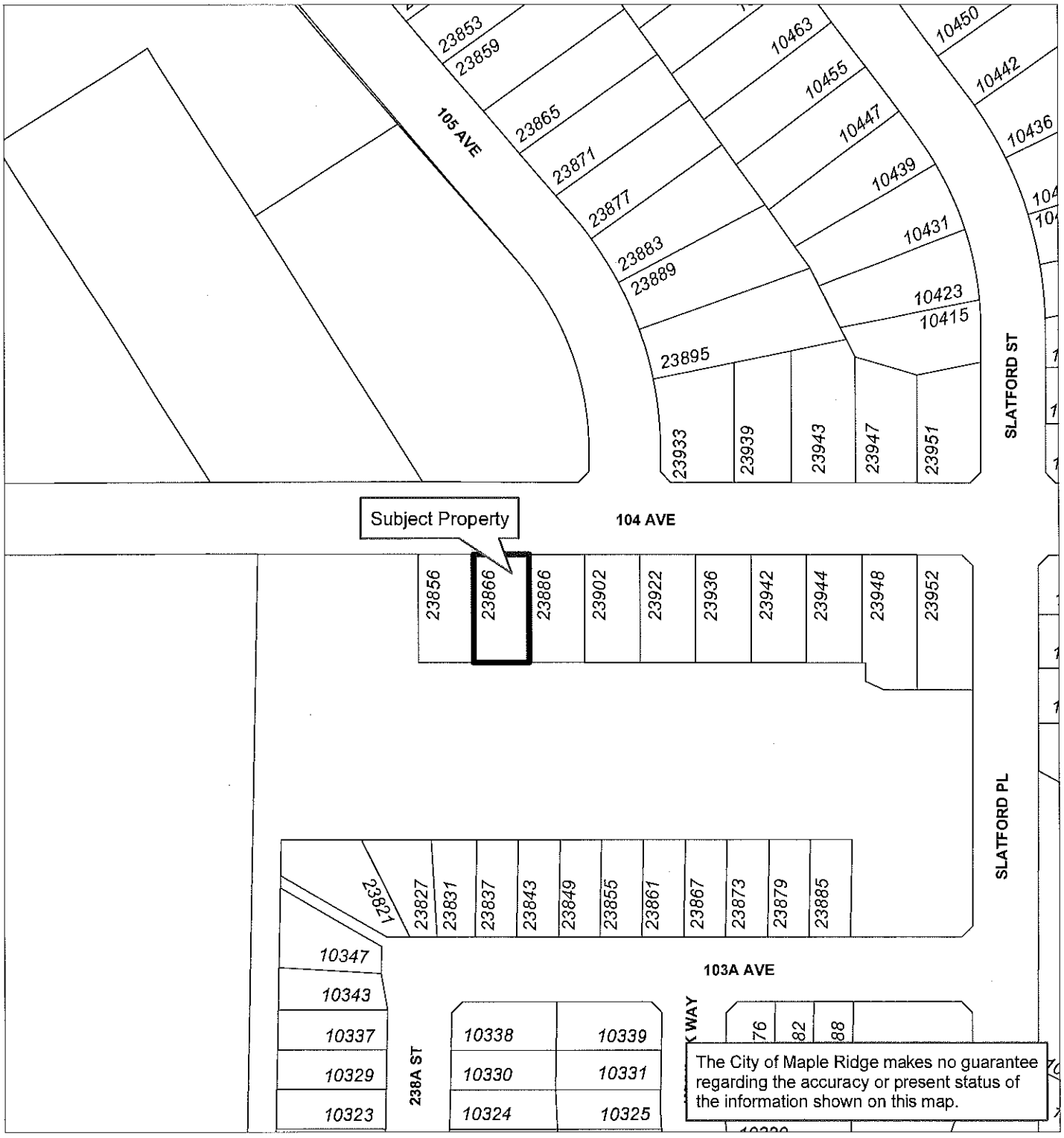
LEGAL:	Lot 4 District Lot 405 Group 1 New Westminster District Plan EPP56457
LOCATION:	23902 104 Avenue
OWNER:	Morningstar Homes Ltd.
REQUIRED AGREEMENTS:	Temporary Residential Use Covenant

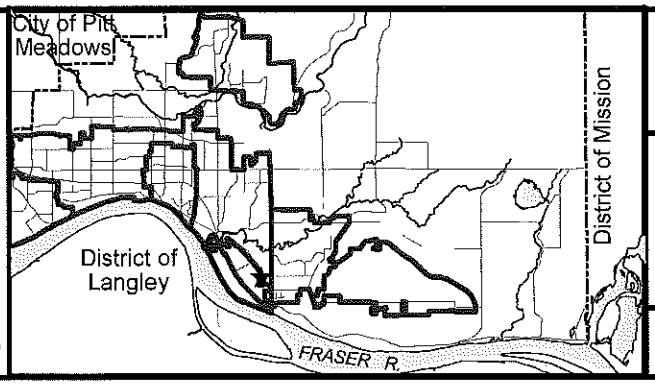
THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-127392 BG.

CARRIED

Robert Masse, Acting Mayor
Chair

Paul Gill, Chief Administrative Officer
Member





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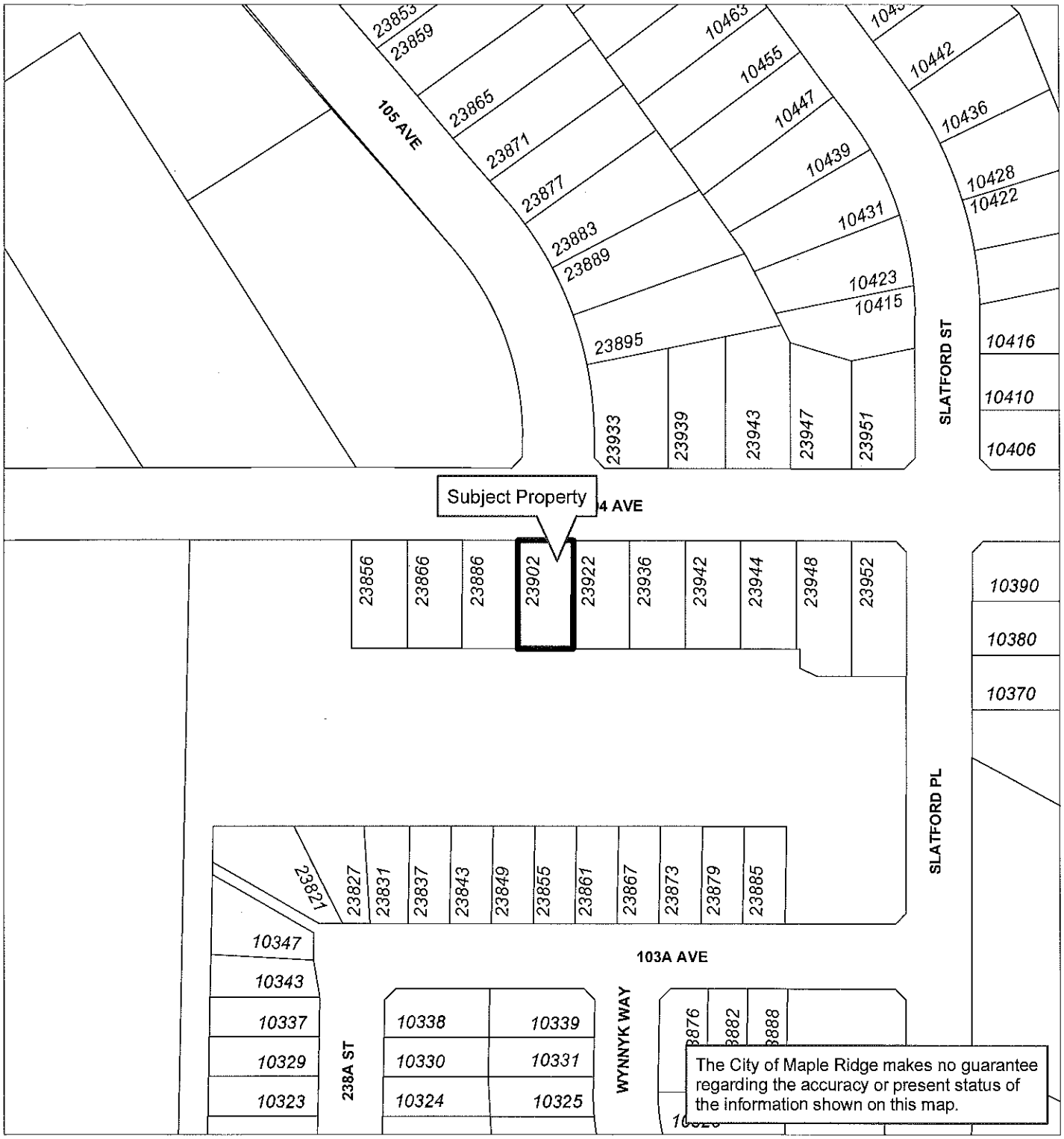
23866 104 Ave

ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Untitled
DATE: Dec 19, 2017
BY: MC



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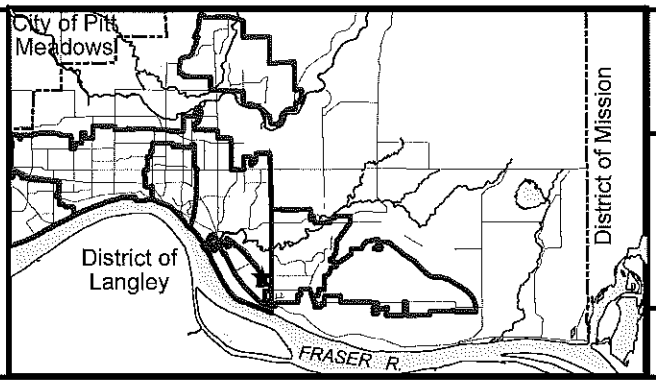


23902 104 Ave

ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Untitled
DATE: Dec 19, 2017
BY: MC

CITY OF MAPLE RIDGE
DEVELOPMENT AGREEMENTS COMMITTEE

December 22, 2017
Mayor's Office

CIRCULATED TO:

Robert Masse, Acting Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

Catherine Schmidt, Recording Secretary

---

1. 17-118050 BG

LEGAL: Lot 134, Section 10, Township 12, New Westminster District, Plan BCP26096

LOCATION: 10647 Kimola Way

OWNER: Maxwell and Diane MacLean

REQUIRED AGREEMENTS: Secondary Suite Covenant

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 17-118050 BG.

CARRIED

2. 2011-081-RZ

LEGAL: Lots 1 – 68, all of District Lot 405 Group 1 New Westminster District Plan EPP56457

LOCATION: Slatford Place and 104 Avenue

OWNER: Various Owners

REQUIRED AGREEMENTS: Release of Covenant (S94307)
(old flood plain covenant has been replaced with new geotechnical/flood plain covenant CA4927089)

THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 2011-081-RZ.

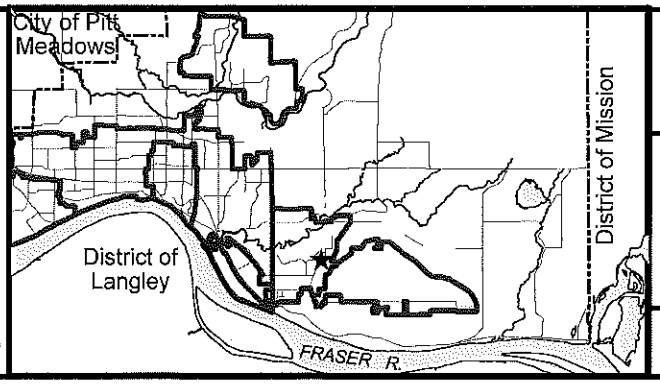
CARRIED

Robert Masse, Acting Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

N

Scale: 1:1,500



10647 Kimola Way

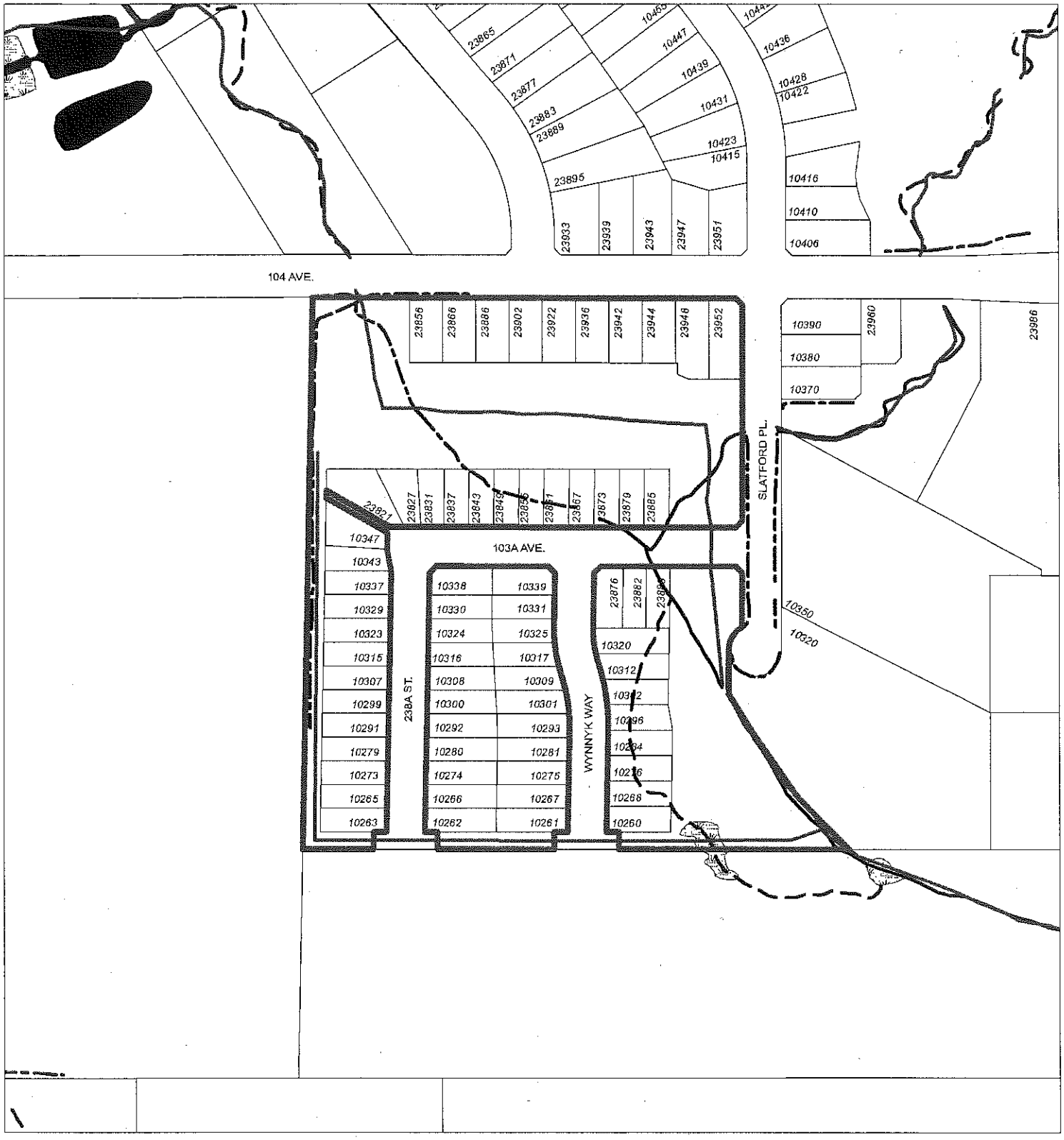
ENGINEERING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: Untitled
DATE: Dec 20, 2017

BY: MC



N

Scale: 1:2,500

Legend

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

SLATFORD PLACE & 104 AVENUE

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2011-081-SD
DATE: Sep 13, 2016
BY: PC

701.2 Minutes of Meetings of Committees and Commissions of Council

MAPLE RIDGE
Community Heritage
Commission

The Minutes of the Regular Meeting of the Community Heritage Commission, held in the Blaney Room, Maple Ridge City Hall, 11995 Haney Place, Maple Ridge, British Columbia, on Thursday, November 9, 2017 at 7:00 pm

---

COMMISSION MEMBERS PRESENT

Brenda Smith, Chair	Maple Ridge Historical Society
Councillor Craig Speirs	Council Liaison
Kevin Bennett	Member at Large
Len Pettit	Member at Large
Lindsay Foreman	Member at Large
Russell Irvine	Member at Large
Steven Ranta, Vice-Chair	Member at Large
Eric Phillips	Member at Large

STAFF PRESENT

Lisa Zosiak	Staff Liaison, Community Planner
Renee Moffatt	Committee Clerk

GUESTS

Paul Lawson	Director, UBC Malcolm Knapp Research Centre
Erica Williams	President, Maple Ridge Historical Society

REGRETS/ABSENT

Julie Koehn	Maple Ridge Historical Society

---

1. CALL TO ORDER

There being a quorum present, the Chair called the meeting to order at 7:02 pm and introductions were made.

2. AGENDA APPROVAL

R17-032
It was moved and seconded.

That the agenda dated November 9, 2017 be amended to add items 5.2 Business Plan, 5.3 Heritage Conservation Master Plan and 7.8 Hammond Heritage Character Area Community Consultation Process and be adopted as amended.

CARRIED

3. MINUTES APPROVAL

R17-033
It was moved and seconded
That the Minutes of the October 12, 2017 meeting be approved.

CARRIED

4. DELEGATIONS

4.1 Paul Lawson, Director – Malcolm Knapp Research Forest

Paul Lawson presented a PowerPoint presentation on the history of UBC Malcolm Knapp Research Forest. Mr. Lawson's presentation included information on the history of Marion Lake, Katzi First Nations, Abernathy-Lougheed Logging Company as well as an up to date look of Loon Lake and other areas. Committee members provided comments and questions on the presentation.

Note: Councilor Speirs walked Paul Lawson out at 7:48pm, back at 7:53pm

5. FINANCE

5.1 Financial Update – 2018 Business Plan

Russell Irvine reminded the group that the end of the fiscal year is December and gave a brief overview of the two accounts.

5.2 Business Plan

Russell Irvine informed the Committee that the Business Plan has been submitted to council. The Staff Liaison will provide a copy of the Business Plan to the Committee.

5.3 Heritage Conservation Master Plan

The Chair presented a PowerPoint presentation on the Heritage Conservation Master Plan and provided information on the background and purpose of the Master Plan. The Heritage Conservation Master Plan also includes the Heritage Inventory.

6. CORRESPONDENCE

6.1 Letter to Committee Chairs

The Chair discussed a letter sent to the other committee's asking for them to put in the communication strategy into their Business Plan. Councilor Speirs shared his thoughts on the letter.

6.2 Letter from Historical Society President

The Chair discussed a letter being drafted to the chairs of other committees asking if they see a benefit in developing a join communication strategy for all Council Committees.

7. NEW & UNFINISHED BUSINESS

7.1 Membership – Brenda Smith

The Chair discussed the Local Authors Days that will be happening on November 18, 2017 at Black Bond Books. It is an all-day event and The Chair encourages the Committee to attend.
The Chair informed the Committee that on November 23 the Cultural Plan is having another public session at the ACT. The Cultural Plan will go to council in January.

7.1.1 Calendar of Events

No update

7.2 Cultural Plan Update

The Chair discussed the meeting she had regarding the Cultural Plan. It was a compilation of all the public consultation since February. Implementation Strategies of the plan will start in January.

7.3 Tourism Strategy Update

Russell Irvine informed the Committee that the October meeting of the Tourism Task Force was cancelled and he will provide an update in December or January.

7.4 Canada 150

Kevin Bennett reported that the Canada 150 project has wrapped up. Brenda Smith gave an update on the Reminisce Kits.

7.5 Private members Tax Credit – Bill C323

Russell Irvine reported on the Federal Bill and the Parliamentary Committee review of the proposed legislation concerning the heritage building rehabilitation. CHC members asked questions and provide feedback.

7.6 Haney House Conservation Work

Nothing to report.

7.7 Intersections Event Planning

The Chair gave an update on the Intersections Event that happened on November 6, 2017. The event was a huge success.

7.8 Hammond Heritage Character Area Community Consultation Process

The Chair informed the Committee that the scoping report went to Council on November 7, 2017. The Committee with receive an invite to the Open House Event, which will be held in 2018.
http://www.mapleridge.ca/AgendaCenter/ViewFile/Agenda/_11072017-2960

8. SUBCOMMITTEE REPORTS

8.1 Communications Subcommittee

The Chair gave an update on the Communication section in the Master Plan.

8.2 Recognitions Subcommittee

Kevin Bennett reported on the Heritage Week Subcommittee meeting. All nominations are in and are gathering information on the nominees.

8.2.1 Heritage Week Subcommittee

Kevin Bennett discussed the status of the webinar. Date is still pending.

8.2.2 Heritage Nominations 2018

Discussed in section 8.2.

8.3 Education Subcommittee

8.3.1 Local Voices

No update

8.3.2 Heritage BC Webinars

No update.

8.3.3 BC Heritage Fairs

Lindsay Foreman gave and update on the BC Heritage Fairs. Ms. Foreman is waiting to hear back from the various schools.

8.4 Maple Ridge Oral History Project

Steven Ranta updated the Committee on the Oral History Project and that the interviews will be starting soon.

8.5 Digitization Project Subcommittee

The Chair discussed the Open Government Portal and that she met with the Director of IT to discuss content.

8.6 Heritage Inventory Project Update

The Chair provided an update on the Heritage Inventory Project. The Heritage Inventory Project will go to Council January or February 2018.

8.7 Heritage Register Update

No update

8.8 Robertson Family Cemetery Project Subcommittee

The Staff Liaison informed the Committee that the LTO and the outside filing agent are still working out details. Hope to have an update in December.

9. LIAISON UPDATES

9.1 BC Historical Federation

The Chair informed the Committee that the BC Historical Federation is accepting nominations for a recognition award.

9.2 Heritage BC

Russell Irvine reported on the conference call that was coordinated by Heritage BC held on November 3, 2017. Current issues in heritage conservation in BC were discussed by a wide range of participants across the province. In reporting to the CHC Mr. Irvine indicated that he was concerned with trying to understand the working relations of the Province and Heritage BC as it applied to providing support services to local government and heritage societies.

9.3 BC Museums Association

9.3.1 – BCMA Visit

The Chair advised the Committee that the site visit is still pending.

9.4 Maple Ridge Historical Society

9.5 Council Liaison

Councilor Speirs discussed the homeless situation in Maple Ridge.

10. QUESTION PERIOD

11. ROUNDTABLE

12. ADJOURNMENT

It was moved that the meeting be adjourned at 9:01pm

Brenda Smith

Chair

QUESTION PERIOD

Question Period provides the public with the opportunity to ask questions or make comments. Each person will be given 2 minutes to speak. Up to ten minutes in total is allotted for Question Period.

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	Jan. 16, 2018
		FILE NO:	T21-212-003
FROM:	Interim Director of Finance	**MEETING:**	**Council**

SUBJECT: **Adjustments to 2017 Collector's Roll**

EXECUTIVE SUMMARY:

BC Assessment (BCA) has revised the assessed value for the 2017 Collector's Roll through the issuance of Supplementary Roll 7. The Collector is required to make all the necessary changes to the municipal tax roll records and reports these adjustments to Council.

RECOMMENDATION:

For information only

DISCUSSION:

a) Background Context:

One folio was adjusted:

An appeal filed with the Property Assessment Appeal Board resulted in an adjustment to the assessed value of a business to more accurately reflect the true value.

(Municipal tax revenue changes: Decrease in Class 6 (Business) $11,490)

b) Business Plan/Financial Implications:

There is a total decrease of $ 11,490 in municipal tax revenue for 2017.

CONCLUSIONS:

An adjustment by BCA resulted in a decrease of $1,051,000 to the Commercial assessment base for 2017.

This report dated Jan. 16, 2018 is submitted for information and is available to the public.

"Original signed by Silvia Rutledge"

Prepared by: Silvia Rutledge
Manager of Revenue & Collections

"Original signed by Catherine Nolan"

Approved by: Catherine Nolan, CPA, CGA
Interim Director of Finance

"Original signed by Paul Gill"

Concurrence: Paul Gill, BBA, CGA
Chief Administrative Officer

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	Disbursements for the month ended November 30, 2017		

EXECUTIVE SUMMARY:

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

RECOMMENDATION:

That the disbursements as listed below for the month ended November 30, 2017 be received for information only.

GENERAL	$ 5,384,968
PAYROLL	$ 1,900,508
PURCHASE CARD	$ 84,446
	$ 7,369,922

DISCUSSION:

a) **Background Context:**

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

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

b) **Community Communications:**

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

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

Highlights of larger items included in Financial Plan or Council Resolution

• Drake Excavating (2016) Ltd – 263 St water pump station project	$	163,604
• G.V. Water District – Water consumption Aug 2 – Aug 29/17	$	1,000,296
• Ridge Meadows Recycling Society – monthly contract for recycling	$	203,709

d) **Policy Implications:**

Corporate governance practice includes reporting the disbursements to Council monthly.

CONCLUSIONS:

The disbursements for the month ended November 30, 2017 have been reviewed and are in order.

Original signed by Andy Dhah

_____

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

Original signed by Trevor Thompson

_____

Approved by: **Trevor Thompson, BBA, CPA, CGA**
Manager of Financial Planning

Original signed by Catherine Nolan

_____

Approved by: **Catherine Nolan, CPA, CGA**
Interim Director of Finance

Original signed by Paul Gill

_____

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

CITY OF MAPLE RIDGE

MONTHLY DISBURSEMENTS - NOVEMBER 2017

VENDOR NAME	DESCRIPTION OF PAYMENT		AMOUNT
AFN Enterprises Inc	Security refund		192,516
Associated Engineering (BC) Ltd	225 Street forcemain upgrade		30,918
BC Hydro	Electricity		133,568
BC SPCA	Contract payment - Nov		29,190
CUPE Local 622	Dues - pay periods 17/22 & 17/23		26,672
Campton Services Corp	Security refund		15,000
Chevron/Parkland Refining	Gasoline & diesel fuel		69,682
Cobing Building Solutions	Electrical/Mechanical Maintenance:		
	City Hall	4,796	
	Hammond Community Centre	1,586	
	Lawn Bowling Club	422	
	Leisure Centre	1,697	
	Library	609	
	Neighbourhood Park	3,997	
	Operations	173	
	RCMP	1,691	
	The Act	3,924	
	Whonnock Lake Community Centre	2,207	21,104
Custom Air Conditioning Ltd	Supply & install 3 ton water source heat pump		15,708
Drake Excavating (2016) Ltd	263 St water pump station project		163,604
Fitness Edge	Contracted service provider - fitness classes & programs		32,295
Fraser River Pile & Dredge Inc	Port Haney Wharf - maintenance repairs		31,500
Fraser Valley Regional Library	Annual capital replacement funding		40,000
Greater Vanc Water District	Water consumption August 2 - August 29/17	1,000,296	
	Barnston pump station	50,418	1,050,714
Guillevin International Inc	Firefighter equipment	14,569	
	Firefighter protective wear	951	
	Operations electrical supplies	1,356	
	Street light fixtures	56,362	73,238
Hallmark Facility Services Inc	Janitorial services & supplies:		
	City Hall	3,496	
	Firehalls	4,643	
	Library	4,370	
	Operations	4,151	
	Randy Herman Building	4,861	
	RCMP	4,151	25,672
Harj Enterprises Ltd	Security refund		16,037
Industra Construction Corp	McNutt Road reservoir expansion		78,341
Interprovincial Traffic Serv	Pedestrian cross walk LED sign		62,636
Jacks Automotive & Welding	Fire Dept equipment repairs		19,914
Karton, Michael	Security refund		22,950
Kerr Wood Leidal Associates	Princess Street storm water upgrade	10,840	
	Integrated storm water management planning & stream monitoring	11,913	22,753
Lafarge Canada Inc	Roadworks material		26,555
Manulife Financial	Employer/employee remittance		147,866
Maple Ridge & PM Arts Council	Arts Centre contract payment	54,167	
	Canada 150 Grant	16,000	
	Program revenue - Oct	3,673	73,840
Maple Ridge Chrysler 1972 Ltd	Two RAM 1500 SLT crew cab 4x4 trucks		90,402
McElhanney Consulting Services	117 Ave road improvements	18,638	
	232 St sidewalk (132 Ave to Silver Valley Road)	54,198	72,835
Medical Services Plan	Employee medical & health premiums		41,475
Municipal Pension Plan BC	Employer/employee remittance		493,306
North Of 49 Enterprises Ltd	Contracted service provider - skating lesson programs		18,231
Now Solutions Inc	Payroll software annual license		77,778
Opus International Consultants	Albion reservoir expansion	89,764	
	Inflow & infiltration reduction program	4,037	93,802
Province Of BC - 21312	2017 school tax remittance		37,169
RF Binnie & Associates Ltd	Merkley Park synthetic sports field design	8,494	
	Telosky Stadium design	13,236	
	Arthur Peake Centre design	31,275	53,005
Receiver General For Canada	Employer/Employee remittance PP17/22 & PP17/23		625,980
RG Arenas (Maple Ridge) Ltd	Ice rental - Oct	98,522	
	Curling rink operating expenses - Oct	7,555	
	Third surface insurance	6,983	113,059

VENDOR NAME	DESCRIPTION OF PAYMENT		AMOUNT
Ridge Meadows Recycling Society	Monthly contract for recycling	203,709	
	Weekly recycling	685	
	Litter pickup contract	990	
	Toilet rebate program	183	
	Roadside waste disposal	53	205,619
Rogers	Cellular devices Oct & Nov		15,994
Seal Tec Industries Ltd	Rubber crack sealing		18,523
Stantec Consulting Ltd	270A Street reservoir & pump station		84,510
Stewart McDannold Stuart	Professional fees		43,347
The Get Go Inc. (GGI)	Traffic control		18,298
Tundra Plumbing Ltd	Maintenance: Firehalls	612	
	City Hall	2,246	
	Leisure Centre	1,687	
	Library	3,087	
	Neighbourhood Parks	12,580	
	Operations	1334	
	Randy Herman Building	874	
	RCMP	1,291	23,711
Warrington PCI Management	Advance for Tower common costs		60,000
Westridge Security Ltd	Community security patrols - Oct	18,598	
	Downtown Core patrols - Oct	3,011	
	Security guard	437	22,046
Disbursements In Excess $15,000			4,631,363
Disbursements Under $15,000			753,605
Total Payee Disbursements			5,384,968
Payroll	PP17/23 & PP17/24		1,900,508
Purchase Cards - Payment			84,446
Total Disbursements November 2017			7,369,922

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	Intermunicipal Business Licence Update		

EXECUTIVE SUMMARY:

The purpose of this report is to give Council an update on the Intermunicipal Business Licence (IMBL) program of which the City of Maple Ridge is a founding member.

As a founding member, the City of Maple Ridge has been participating in the Fraser Valley Intermunicipal Business Licence program since 2013. The IMBL program is now well established and had been operating successfully. The IMBL committee has been meeting regularly to discuss the effectiveness of the program and to explore methods of improving and expanding the program. Provincial representatives from The Ministry of Small Business attend most of these meetings.

In late 2017, the Fraser Valley committee met with members of the Metro West committee. Metro West includes Vancouver, Burnaby and New Westminster. At that meeting it was agreed to hold a lengthier meeting in 2018 in order have sufficient time to review current practices and to explore the possibilities for amalgamation and to expand the eligibility for the program. The Province has agreed to be in attendance at this meeting as well. The meeting is scheduled for February of this year. It is anticipated that these discussions will result in recommendations on the most appropriate model for cooperation among the IMBL programs

RECOMMENDATION(S):

This report on the Intermunicipal Business License Program is for information purposes only.

DISCUSSION:

a) Background Context:

Prior to the implementation of the Intermunicipal Business Licence Pilot Program, non-resident (mobile) trade contractor businesses were required to obtain a business licence from their home municipality in which they were based, as well as purchase a non-resident business licence from each municipality in which they operated. Under the Intermunicipal Business Licence Program, the participating municipalities have agreed to allow non-resident (mobile) trade contractor businesses from within the participating municipalities to operate in their municipality on the basis of one Intermunicipal Business Licence purchased from their home municipality. The cost of the IMBL is $250 annually, and each mobile trade business is still required to purchase a resident business licence from their home municipality. The revenue generated from sales of Intermunicipal Business Licences is shared among the participating municipalities.

The initial Fraser Valley Intermunicipal Business Licence Pilot Program was adopted for one year and was set to expire on December 31, 2013. On October 3, 2013 the IMBL Committee conducted a review of the existing pilot to determine if the Fraser Valley Intermunicipal Business Licence program was meeting the needs of the municipalities and businesses and whether the

program should be continued. Upon further discussion, it was determined that additional time was required to allow for a more comprehensive review of the program and therefore, with participating Councils' approval, the initial one year pilot program was extended for an additional two years expiring on December 31, 2015.

During the two year pilot extension, the IMBL Committee has worked closely with the Province's Small Business Branch to ensure the successful development of an Intermunicipal Business Licence Program taking into consideration the addition of other municipalities to the program, developing a more sustainable revenue sharing formula, and expanding the eligible business types.

As a result of this review, the IMBL was permanently instituted and all participating municipalities passed a bylaw to adopt this program. The IMBL program is now well established.

Currently the list of municipalities participating in the Fraser Valley IMBL Program include the Township of Langley, City of Langley, City of Abbotsford, City of Surrey, City of Maple Ridge, City of Pitt Meadows, District of Mission, District of Delta, City of Chilliwack and the District of Hope. Other jurisdictions have also implemented IMBL programs which include Metro, North Shore and the Tri-Cities. Initial discussions have been held to discuss the most appropriate model for cooperation among the IMBL programs. The first meeting in 2018 will only include Metro and Fraser Valley to solidify a common approach. Subsequent to this, the two groups will then reach out to the Tri-Cities and North Shore to solicit interest in an expanded model.

CONCLUSIONS:

The IMBL Committee will continue working closely with the Province's Small Business Branch to ensure the ongoing delivery of a successful Intermunicipal Business Licence Program. Consideration will also be given to the addition of other municipalities into the program, developing a sustainable revenue sharing formula, and expanding the eligible business types. A future report will be provided to Council as these initiatives are advanced.

"Original signed by R. MacNair"

_____

Prepared by: R. MacNair
Manager of Bylaw and Licencing Services

"Original signed by Lino Siracusa"

_____

Reviewed by: Lino Siracusa
Manager of Economic Development

"Original signed by Frank Quinn"

_____

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

"Original signed by Paul Gill"

_____

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

/rm

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	
FROM:	Chief Administrative Officer	**MEETING:**	**Council**

SUBJECT: Falcon Homes – Amendments to Purchase and Sale Agreement

EXECUTIVE SUMMARY:

At the August 31, 2015 Closed Meeting, Council approved the terms of the Purchase and Sale Agreement (PSA) between the City and Falcon Homes Ltd. (Falcon) for the 3.04 acre City-owned Town Centre lands and staff were directed to initiate and complete the process for disposition as per the Community Charter requirements.

Falcon requested that the original PSA be amended in May 2017 to accommodate revisions to the phasing of the development and the timing of the payments to the City, and to capture new conditions as required to move the development forward. As per legal counsel, the amended PSA was included as an appendix to the Rezoning Amendment Report approved by Council on June 13, 2017. This first amendment to the PSA is included as Appendix C.

In October 2017, Falcon requested that a second amendment to the PSA be drafted to facilitate the rezoning process. For simplicity a single omnibus covenant has been drafted to include all legal restrictions to be registered immediately as per Council recommendations. This second Amendment is included as Appendix D.

Both City staff and legal counsel have reviewed the two amending documents and to ensure compliance with Community Charter provisions, are recommending approval of the first amending document and the second amending document.

RECOMMENDATIONS:

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

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

CONCLUSION:

The first phase of the Falcon Home development has sold out and the company is accelerating its efforts to bring forward the subsequent phases for sale and development. The City continues to work with Falcon Homes to ensure that Council's original goals and objectives for the Town Centre lands are met and that the development is delivered in as timely and efficient manner as possible. Both amendments to the original Purchase and Sale Agreement have been prepared by the City's

legal counsel to ensure that the City's long term interests in both the sale of the properties and their respective development are met.

"Original signed by Darrell Denton"
Prepared by: **Darrell Denton**
Property & Risk Manager

"Original signed by Laura Benson"
Approved by: **Laura Benson**
Corporate Officer

"Original signed by Frank Quinn"
Approved by: **Frank Quinn**
General Manager: Public Works & Development Services

"Original signed by Paul Gill"
Concurrence: **Paul Gill**
Chief Administrative Officer

Appendixes:
Appendix A: Purchase and Sale Agreement – August 27, 2015
Appendix B: Report to Closed Council – August 31, 2015 (released)
Appendix C: Amendment to Purchase and Sale Agreement – May 21, 2017
Appendix D: Amendment to Purchase and Sale Agreement – November 22, 2017

APPENDIX A

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference August 27, 2015 is

BETWEEN:

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

(the "**City**")

AND:

FALCON HOMES LTD. a company incorporated in British Columbia under No. BC0868845, and having a registered office at 22311 – 119th Avenue, Maple Ridge, BC V2X 2Z2

(the "**Developer**")

In consideration of the promises exchanged below and other good and valuable consideration the receipt and sufficiency of which the City and Developer each acknowledge, the City and the Developer agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Definitions** – In this Agreement, in addition to any terms defined elsewhere in this Agreement:

(a) "Business Day" means a day other than a Saturday, Sunday or statutory holiday in British Columbia.

(b) "City's Solicitors" means Young, Anderson.

(c) "Completion" means completion of the transfer of a Phase of the Lands to the Developer in accordance with Article 4.

(d) "Completion Date" means the date for completion of the transfer to the Developer of fee simple title to the lands in a Phase, determined in accordance with Article 2.

(e) "Conditions Precedent" means the conditions precedent under Article 3.

(f) "Contaminants" means

(i) as defined in the *Environmental Management Act*: any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;

Initials

(ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or

(iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws.

(g) "Day" means ordinary calendar day, provided that if the calculation of time produces a day is not a Business Day then the next following Business Day will be the calculated day.

(h) "Deposit" means the sum of $1,000,000.

(i) "Developer's Solicitors" means Vernon & Thompson Law Group.

(j) "Environmental Law" means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline, of any Governmental Authority having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

(k) "Governmental Authority" means any federal, provincial, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing.

(l) "GST" means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time, including for certainty, goods and services tax or the harmonized sales tax, as applicable.

(m) "GST Certificate" means the certificate referred to in section 6.2.

(n) "Lands" means all of the following properties in the City of Maple Ridge, and all improvements thereto, legally described as follows:

PID: 009-280-618
Lot "A" District Lot 401 Group 1 NWD Plan 22418

PID: 009-280-642
Lot "B" District Lot 401 Group 1 NWD Plan 22418

PID: 009-280-685
Lot "C" District Lot 401 Group 1 NWD Plan 22418

Initials

(the above three lots together hereinafter called "**Phase 1 Lands**")

PID: 011-418-796
Lot 5 District Lot 401 Group 1 NWD Plan 9236

PID: 011-418-800
Lot 6 District Lot 401 Group 1 NWD Plan 9236

(the above two lots together hereinafter called "**Phase 2 Lands**")

PID: 011-381-612
Lot 17 District Lot 401 Group 1 NWD Plan 9190

PID: 011-381-663
Lot 18 District Lot 401 Group 1 NWD Plan 9190

PID: 011-281-671
Lot 19 District Lot 401 Group 1 NWD Plan 9190

(the above three lots together hereinafter called "**Phase 3 Lands**")

PID: 011-381-604
Lot 15 District Lot 401 Group 1 NWD Plan 9190

PID: 002-605-708
Lot 16 District Lot 401 Group 1 NWD Plan 9190

(the above two lots together hereinafter called "**Phase 4 Lands**")

PID: 003-047-024
Lot 13 Parcel "D" District Lot 401 Group 1 NWD Plan 7997

PID: 011-298-235
Lot 14 Parcel "D" District Lot 401 Group 1 NWD Plan 7997

PID: 005-171-563
Lot 15 District Lot 401 Group 1 NWD Plan 7997

PID: 005-113-121
Lot 16 District Lot 401 Group 1 NWD Plan 7997

(the above four lots together hereinafter called "**Phase 5 Lands**").

Initials

(o) "LTO" means the appropriate land title office.

(p) "Permitted Encumbrances" means the reservations and exceptions contained in the original grant from Crown, any liens, charges and encumbrances described in Schedule A, and any charges and encumbrances to be registered pursuant to this Agreement.

(q) "Phase" means any of the five groups of lots comprising the Lands, as listed in the definition of "Lands" above, to be purchased by the Developer in accordance with the timeline contained in Article 2.

(r) "Proposed Development" means the proposed development of the Lands by the Developer as described in Schedule B.

(s) "Purchase Price" means the purchase price for each Phase in the amount identified in section 2.8, which purchase price does not include GST.

(t) "Re-Purchase Option" means the agreement, in the form attached as Schedule C, to be entered into by the City and the Developer with respect to each Phase providing the City with an option to purchase the lands in that Phase exercisable by the City if the Developer does not commence development of the Phase in accordance with the Re-Purchase Option.

(u) "Transfer" means a transfer or transfers in registrable form transferring the estate in fee simple of the lands in a Phase to the Developer.

ARTICLE 2 - SALE OF LAND

2.1 **Purchase and Sale of Lands** – The Developer will purchase from the City, and the City will sell to the Developer, all of the Lands, free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances, in a series of five separate Completions, on the terms and conditions of this Agreement.

2.2 **Re-Purchase Options** - Concurrently with the Completion of the transfer to the Developer of fee simple title to the lands in each Phase, the Developer and the City will enter into, and the Developer will cause the Re-Purchase Option with respect to the lands in that Phase to be registered in the LTO.

2.3 **Completion Date for Phase 1 Lands** – The Completion Date for the transfer of the Phase 1 Lands to the Developer will be the day that is 21 Days following the issuance of a building permit for the Phase 1 Lands to the Developer, but may not be later than March 1, 2017.

2.4 **Completion Date for Phase 2 Lands** - The Completion Date for the transfer of the Phase 2 Lands will be the day that is 21 Days following the issuance of a building permit for the Phase 2 Lands to the Developer but may not be later than January 31, 2018.

Initials

2.5 **Completion Date for Phase 3 Lands** - The Completion Date for the transfer of the Phase 3 Lands will be the day that is 21 Days following the issuance of a building permit for the Phase 3 Lands to the Developer, but may not be later than October 31, 2018.

2.6 **Completion Date for Phase 4 Lands** - The Completion Date for the transfer of the Phase 4 Lands will be the day that is 21 Days following the issuance of a building permit for the Phase 4 Lands to the Developer, but may not be later than July 30, 2019.

2.7 **Completion Date for Phase 5 Lands** - The Completion Date for the transfer of the Phase 5 Lands will be the day that is 21 Days following the issuance of a building permit for the Phase 5 Lands to the Developer, but may not be later than April 30, 2020.

2.8 **Purchase Price** – The Developer and the City agree that Purchase Price for the Lands shall be as follows:

(a)	Phase 1 Lands	$1,500,000.00
(b)	Phase 2 Lands	$1,500,000.00
(c)	Phase 3 Lands:	$1,500,000.00
(d)	Phase 4 Lands	$1,500,000.00
(e)	Phase 5 Lands	$1,000,000.00

all excluding GST, PROVIDED HOWEVER that if the Completion Date for either of the last two Phases will take place after August 1, 2019, the Purchase Price for those last two Phases will be determined by the appraisal mechanism determined pursuant to section 2.9. If either of the last two Phases to complete are appraised using the mechanism below, the Developer understands that the City will need to give public notice of disposition showing the revised purchase price.

2.9 **Appraisal for Late Completion** - The City, if it wishes to use the appraisal method of valuing either or both of the last two Phases to complete, as the case may be, as described in section 2.8, will be responsible for obtaining an appraisal of that Phase at the appropriate time by an appraiser chosen by the City, having at least 5 years real estate appraisal experience in the Lower Mainland and with the Appraisal Institute of Canada AACI designation, the American Institute of Real Estate MAI designation, or the Real Estate Institute of British Columbia (RBC) designation. The City is responsible for half the cost of the appraisal and the Developer is responsible for half the cost of the appraisal. The appraiser's estimate of the market value of that Phase, will be final and conclusive, and cannot be challenged by either the City or the Developer. The appraisal shall be based on the following:

Initials

(a) The purpose of the appraisal shall be to estimate the market value of the Lands as at the date of the fulfilment of the developer's condition precedent in section 3.1;

(b) Market value shall be defined as the highest price in terms of money which that Phase, as the case may be should bring in a competitive and open market under all conditions requisite to a fair sale and the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus;

(c) The highest and best use of that Phase is as a multi-family development, as described in the developer's condition precedent in section 3.1without reference to the development on the remainder of the Lands;

(d) It shall be assumed by the appraiser that there are no hidden conditions that would render that Phase more or less valuable; and

(e) The appraisal price may not be less than the stipulated applicable purchase price for that Phase in section 2.8, as the case may be.

The parties agree that the calculation of purchase price for that Phase is reasonable having regard to the City's statutorily mandated obligation to receive fair market value for municipal real property.

2.10 **Payment of Purchase Price** - The parties agree that, subject to the Purchase Price adjustments provided for in this agreement, the Purchase Price must be paid by the Developer s follows:

(a) by payment of the Deposit forthwith upon execution of this agreement by the Purchaser to be held by the Developer's Solicitors in trust, with the City and the Developer agreeing that:

(i) upon Completion, the Deposit must be credited on account of the Purchase Price for Completion of each Phase as follows:

(1) $200,000 for the Phase 1 Lands;

(2) $200,000 for the Phase 2 Lands;

(3) $200,000 for the Phase 3 Lands;

(4) $200,000 for the Phase 4 Lands; and

(5) $200,000 for the Phase 5 Lands;

Initials

(ii) the Deposit, or any remainder of the Deposit, must be paid to the City if the Developer is in default of its obligation to Complete the purchase of the subsequent Phase(s) under this agreement and that default is not waived in writing by the City, and such payment will constitute liquidated damages and preclude the City from exercising any other legal remedies available to it, the parties agreeing that the Deposit constitutes a genuine pre-estimate of the City's damages,

(iii) the Deposit, or any remainder of the Deposit, must be repaid to the Developer if the City is in default of its obligation to complete the sale of the Land under this agreement and that default is not waived in writing by the Developer; and

(b) by payment to the Vendor on the Completion Date of the balance of the Purchase Price for each Phase as adjusted pursuant to section 4.3.

2.11 **Right to extend if building permit delayed** - If any building permit has been applied for by the Developer but has not been issued by any of the ultimate deadlines for completion of a Phase contained in any of sections 2.3 through 2.7, the Developer will be entitled to and may by written notice to the City elect to either:

(a) extend the deadline for completion of that Phase for a period of not more than ninety (90) days to allow for the City to issue the required building permit; or

(b) terminate this Agreement with respect to that Phase, in which event the Deposit for that Phase, plus accrued interest thereon, shall be forthwith returned to the Purchaser without set-off or deduction and neither the City nor the Developer will have any rights, duties, obligations or liabilities arising out of or in connection with that Phase or the transaction for that Phase as contemplated herein save and except for the obligations of the Developer pursuant to section 5.4.

ARTICLE 3 - CONDITIONS PRECEDENT

3.1 **Developer's Conditions Precedent** – The Developer's obligation to complete the transactions contemplated by this Agreement is subject to the satisfaction of the following condition precedent, which is for sole the benefit of the Developer and may be waived by the Developer at any time at its sole discretion:

(a) On or before 21 Days before the Completion Date for a Phase, the Developer has obtained a rezoning of the lands within that Phase to a mixed-use zoning under Zoning Bylaw No. 3510 of the City of Maple Ridge, as amended, in compliance with both the City's Official Community Plan and the City's Town Centre Area Plan, that permits the construction of the Proposed Development.

Initials

In consideration of $10.00 non-refundable paid by the Developer to the City and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the City, the City agrees not to revoke its acceptance of this Agreement while it remains subject to the conditions precedent under this section. If the Developer does not give the City notice of its satisfaction or waiver of any of the conditions precedent under this section within the time provided herein, this Agreement will automatically terminate.

3.2 **Termination of Agreement** – If any of the Conditions Precedent is not satisfied or, if permitted, waived in accordance with this Article within the applicable time provided for herein, this Agreement shall automatically terminate and the parties will have no further obligations under this Agreement except pursuant to section 5.4, which shall survive such termination.

ARTICLE 4 - COMPLETION

4.1 **General** - This Article sets out the terms and conditions applicable to the Completion of the transfer to the Developer of fee simple title to all lands in each Phase. Terms defined in this Agreement are used in this Article in reference to the applicable lands in each Phase being transferred, where applicable, in any given case.

4.2 **Title and Possession** – On the Completion Date, the City will:

(a) convey the estate in fee simple of the lands in each Phase to the Developer free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances; and

(b) give vacant possession of the lands in each Phase to the Developer, subject only to the Permitted Encumbrances.

4.3 **Adjustments & Payment** – All adjustments in respect of each Phase, both incoming and outgoing, usually the subject of adjustments between a vendor and a purchaser in connection with the purchase and sale of land will be made up to and including the applicable Completion Date. The party owing payment to the other pursuant to the statement of adjustments with respect to the transfer of a Phase will pay that amount by delivering a cheque for same to the other party on the Completion Date. Since the Developer will not pay property taxes on the Phase in the year of acquisition, the Developer agrees that it will pay, as an addition to the Purchase Price, an amount equal to the taxes that would be apportioned to a purchaser if the Lands in the Phase were not tax exempt as a contribution to that year's property taxes.

4.4 **Closing Documents** –

Initials

(a) No later than 5 Days before the Completion Date, the Developer will cause the Developer's Solicitors to deliver to the City's Solicitors:

(i) the Transfer, to be approved and executed by the City;

(ii) 2 copies of the City's Statement of Adjustments, to be approved and executed by the City; and

(iii) the GST Certificate,

each duly executed by the Developer, as applicable.

(b) Before the Completion Date, the City will cause the City's Solicitors to deliver to the Developer's Solicitors, the Transfer and the Re-Purchase Option, each duly executed on behalf of the City.

4.5 **Completion** – On or before the Completion Date:

(a) forthwith after receipt by the Developer's Solicitors of such payment and of the applicable documents Purchase Option from the City's Solicitors under section 4.4(b), the Developer will cause the Developer's Solicitors to apply to the LTO to, as applicable, deposit and register the Transfer and Re-Purchase Option in the LTO, as an all or nothing concurrent application; and

(b) upon the Developer's Solicitors being satisfied after application to the LTO for to deposit and register the Transfer and Re-Purchase Option, in the LTO that there are no transfers, liens, charges or encumbrances, other than the Transfer and the Permitted Encumbrances, registered or pending registration against title to the lands in that Phase, the Developer will cause the Developer's Solicitors to deliver to the City's Solicitors a certified solicitor's trust cheque for the adjusted Purchase Price for that Phase.

The parties agree that all requirements of this section are concurrent requirements and that nothing will be Completed on the Completion Date until everything required to be done by this section is done.

4.6 **Risk** – Each Phase is at the City's risk until application is made to register the Transfer in the LTO, and is thereafter at the Developer's risk.

ARTICLE 5 - REPRESENTATIONS, WARRANTIES AND RELATED MATTERS

5.1 **Developer's Representations and Warranties** – The Developer hereby represents and warrants to the City that the following are true, and covenants with the City that the following will be true for each Phase on its corresponding Completion Date:

Initials

(a) the Developer is a company formed and existing under the laws of Canada or a Province of Canada and duly qualified to purchase and own the Lands and the Developer has full power, authority and capacity to enter into this Agreement and carry out the transactions contemplated herein;

(b) there is no action or proceeding pending, or to the Developer's knowledge threatened, against the Developer before any court, arbiter, arbitration panel, administrative tribunal or agency which, if decided adversely to the Developer, might materially affect the Developer's ability to perform its obligations hereunder;

(c) neither the Developer entering into this Agreement nor the performance of its terms will result in the breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which the Developer is bound or subject;

(d) the Developer has taken all necessary or desirable actions, steps and other proceedings to approve and authorize, validly and effectively, the entering into, execution, delivery and performance of this Agreement; and

(e) the Developer is registered under the *Excise Tax Act* (Canada) for the purposes of GST and the Developer's registration number is 83457 7462 RT0001.

5.2 **Acknowledgments and Agreements by Developer** – The Developer acknowledges and agrees that:

(a) the City sells and the Developer purchases the Lands on an "as is" basis and condition;

(b) the City has not made any representations, warranties or agreements as to the condition or quality of the Land, including as to:

(i) the subsurface nature or condition of the Land (including soil type, hydrology and geotechnical quality or stability);

(ii) the environmental condition of the Land (including regarding Contaminants in, on, under or migrating to or from the Land) or regarding the compliance of the Land, or past or present activities on it, with any Environment Laws;

(iii) the suitability of the Lands for the Developer's intended use for, or development of, the Lands; or

(iv) access to or from the Lands;

(c) it is the sole responsibility of the Developer to satisfy itself with respect to:

Initials

(i) the environmental condition of the Land (including regarding Contaminants in, on or under or migrating to or from the Land);

(ii) regarding the compliance of the Land or past or present activities on it, with any Environmental Laws, including by conducting any reports, tests, investigations, studies, audits and other enquiries that the Developer, in its sole discretion, considers prudent;

(d) effective from and after Completion of the transfer of each Phase, the Developer:

(i) assumes and is solely responsible for, and releases the City (and its elected and appointed officials, employees, contractors and agents) from and against, any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after Completion, which the Developer or any other person has or may have arising out of or in any way related to or in connection with the Phase, including the presence of Contaminants in, on, under or migrating to or from the Phase, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants; and

(ii) will indemnify and save harmless the City (and its elected and appointed officials, employees, contractors and agents) from and against, any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after Completion, which the City, or its elected or appointed officials, employees, contractors or agents, or any third party, may suffer, incur, be subject to or liable for, whether brought against anyone or more of them by the Developer or any other person, or any government authority or agency, arising out of or in any way related to or in connection with the Phase, including the presence of Contaminants in, on, under or migrating to or from the Phase, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants;

(e) without limiting section 5.2(d), for the purposes of allocation of remediation costs pursuant to the *Environmental Management Act* (British Columbia), after Completion of the transfer of each Phase the Developer will be, as between the

City and the Developer, solely responsible for the costs of any mandatory or voluntary remediation of the Phase under that Act and this binds the Developer with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act;

(f) the City has not made any representations, warranties or agreements with the Developer as to whether any GST is payable by the Developer in respect of the sale of the Lands to the Developer; and

(g) the Developer hereby acknowledges that the laneway through the Proposed Development between 226 Street and 227 Street will be maintained as a perpetual east-west public pedestrian and vehicle access.

5.3 **Site Profile** – The Developer hereby waives delivery by the City to the Developer of a site profile (as defined in the *Environmental Management Act* (British Columbia)) with respect to the Land.

5.4 **Access** – The Developer, its agents and employees have a licence, exercisable on 24 hours prior written notice to the City, but subject to the rights of any occupants of the Land and compliance with such rights, to enter upon the Land from time to time prior to the Completion Date, at the Developer's sole risk and expense, for the purpose of making inspections, surveys, tests and studies of the Land. The Developer agrees to:

(a) release and indemnify, and hold harmless, the City from and against any and all actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees and disbursements) which the City or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Developer of its rights under this section; and

(b) leave the Land in the same condition as that in which the Developer found the Land, including by removing any equipment, refuse or other matter brought onto the Land by the Developer or its agents or contractors.

ARTICLE 6 - MISCELLANEOUS

6.1 **Fees and Taxes** – The Developer will pay, as and when due and payable:

(a) the costs of all studies, investigations and reports required by the City or any Governmental Authority in connection with the planning, rezoning and subdivision approvals for the Proposed Development;

(b) all fees and charges associated with the planning, rezoning and subdivision approvals for the Proposed Development;

Initials

(c) the costs of addressing and satisfying any other conditions and requirements as may be necessary to enable the Proposed Development to proceed as contemplated;

(d) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) with respect to the purchase of the Lands hereunder;

(e) LTO fees in connection with the registration or deposit with the LTO of any document to be registered pursuant to the terms of this Agreement;

(f) its own legal fees and disbursements; and

(g) any GST payable in respect of the sale to the Developer of the Lands hereunder, with the Developer and the City agreeing that the consideration payable by the Developer to the City does not include GST.

6.2 **GST Certificate** – On or before each Completion Date, the Developer will provide the City with a certificate (the "**GST Certificate**"), executed by the Developer, stating that the Developer is registered with Canada Revenue Agency or any successor thereto for the purposes of GST and setting out its GST registration number. On each Completion Date, the Developer shall self-assess the GST exigible on the consideration payable by the Purchase to the City for the applicable Phase, as the case may be, and account directly to the Canada Revenue Agency therefor on a timely basis. The Developer shall indemnify and save harmless the City from and against any and all claims, demands, actions or causes of action and all losses, costs, liabilities and expenses that may be suffered or incurred by the City in respect of any GST payable in respect of the sale of the Lands hereunder.

6.3 **Currency** – All dollar amounts referred to in this Agreement are Canadian dollars.

6.4 **Preparation of Documents and Clearing Title** – The Developer will at its expense prepare all necessary conveyancing documentation. At its expense, the City will clear title to the lands in each Phase, subject only to the Permitted Encumbrances.

6.5 **Further Assurances** - Each of the parties will at all times execute and deliver at the request of the other all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

6.6 **Notice** - Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered, faxed, sent by e-mail or sent by postage prepaid mail and addressed to the applicable party as follows:

to the City:

The Corporation of the City of Maple Ridge
11995 Haney Place
Maple Ridge, B.C. V2X 6A9
Fax Number: 604. 467. 7329
Email Address: ddenton@mapleridge.ca
Attention: Property & Risk Manager

to the Developer:

Falcon Homes Ltd.
22311 - 119 Avenue
Maple Ridge, BC V2X 2Z2
Fax Number: 604-961-0006
Email Address: fred@falconhomes.com
Attention: Fred Formosa

or at such other address as either party may specify by notice in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or receipt if delivered or sent by fax or email, or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by fax or email rather than mailed.

6.7 **No Effect on Powers** – For clarity, this Agreement does not:

(a) affect or limit the discretion, rights, duties or powers of the City or the approving officer for the City under the common law or any statute, bylaw or other enactment nor does this Agreement create or give rise to, nor do the parties intend this Agreement to create, any implied obligations concerning such discretionary rights, duties or powers;

(b) affect or limit the common law or any statute, bylaw or other enactment applying to the Land; or

(c) relieve the Developer from complying with any common law or any statute, regulation, bylaw or other enactment.

6.8 **Time of Essence** - Time is of essence of this Agreement and the transaction for which it provides.

6.9 **Tender** - Any tender of documents or money may be made upon the parties at their respective addresses set out in this Agreement or upon their respective solicitors.

6.10 **Change of Solicitors** – A party may change its solicitor by providing notice to the other party.

Initials

6.11 **No Other Agreements** - This Agreement (including, for clarity, the agreements to be executed pursuant to this Agreement) is the entire agreement between the parties regarding its subject matter and it terminates and supersedes all prior representations, warranties, promises and agreements regarding its subject matter.

6.12 **Assignment** – The Developer may only assign this Agreement, or the benefit hereof, to a company, partnership or joint venture of the Owner, with the prior written consent of the City, which may not be unreasonably withheld.

6.13 **Benefit** - This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

6.14 **Schedules** – The following Schedules to this Agreement form an integral part of this Agreement:

Schedule A – Permitted Encumbrances
Schedule B – Proposed Development
Schedule C – Re-Purchase Option

6.15 **Modification** - This Agreement may not be modified except by agreement in writing signed by the parties. The parties may agree to change the completion dates for the Phases, thereby changing the order of transfer of the Phases, by written agreement.

6.16 **Interpretation** - Wherever the singular or neuter is used in this Agreement, it will include the plural, the feminine, the masculine or body corporate where the context requires.

6.17 **Governing Law** – This Agreement will be governed by and construed in accordance with the laws of British Columbia.

6.18 **No Real Estate Agent** – The Developer represents and warrants to the City that no real estate agent or other agent has assisted the Developer, or in any way directly or indirectly participated, in the making of this Agreement and that no real estate agent or other agent is entitled to any commission or other remuneration in any way in connection with this Agreement or the sale and purchase of the Lands between the City and the Developer, and the Developer agrees to indemnify and hold the City harmless from and against any such commission or remuneration, and any action, cause of action or liability relating thereto.

6.19 **Non-Merger** – None of the provisions of this Agreement will merge on Completion of the transfer of any or all of the Lands.

As evidence of their agreement to be bound by the terms and conditions of this Agreement, the parties have executed this Agreement below:

FALCON HOMES LTD. by its authorized signatories:

Name:

Fred Formosa.

Name:

Date: Oct 22 2015.

THE CORPORATION OF THE CITY OF MAPLE RIDGE by its authorized signatories:

Mayor:

Ceri Marlo

Clerk:

CERI E. MARLO
CORPORATE OFFICER

Date: October 26, 2015

Schedule A

Permitted Encumbrances

PIDs: 009-280-618, 009-280-642, 009-280-685 (Phase 1 Lands)

None

PIDs: 011-418-796, 011-418-800 (Phase 2 Lands)

None

PIDs: 011-381-612, 011-381-663, 011-381-671 (Phase 3 Lands)

Undersurface Rights AB81529

PIDs: 011-381-604, 002-605-708 (Phase 4 Lands)

Undersurface Rights AB81529

Undersurface Rights Y170450

PIDs: 003-047-024, 011-298-235, 005-171-563, 005-113-121 (Phase 5 Lands)

None

Initials

Schedule B – **Proposed Development**

The Proposed Development will include a total of five buildings, each 5 to6 stories in height with a total finished floor area of approximately 296,000 ft.^{2} including 26,000 ft.^{2} of commercial space. The residential portion of the Proposed Development will comprise approximately 300 - 1, 2 and 3 bedroom units averaging 900 ft.^{2} per unit.

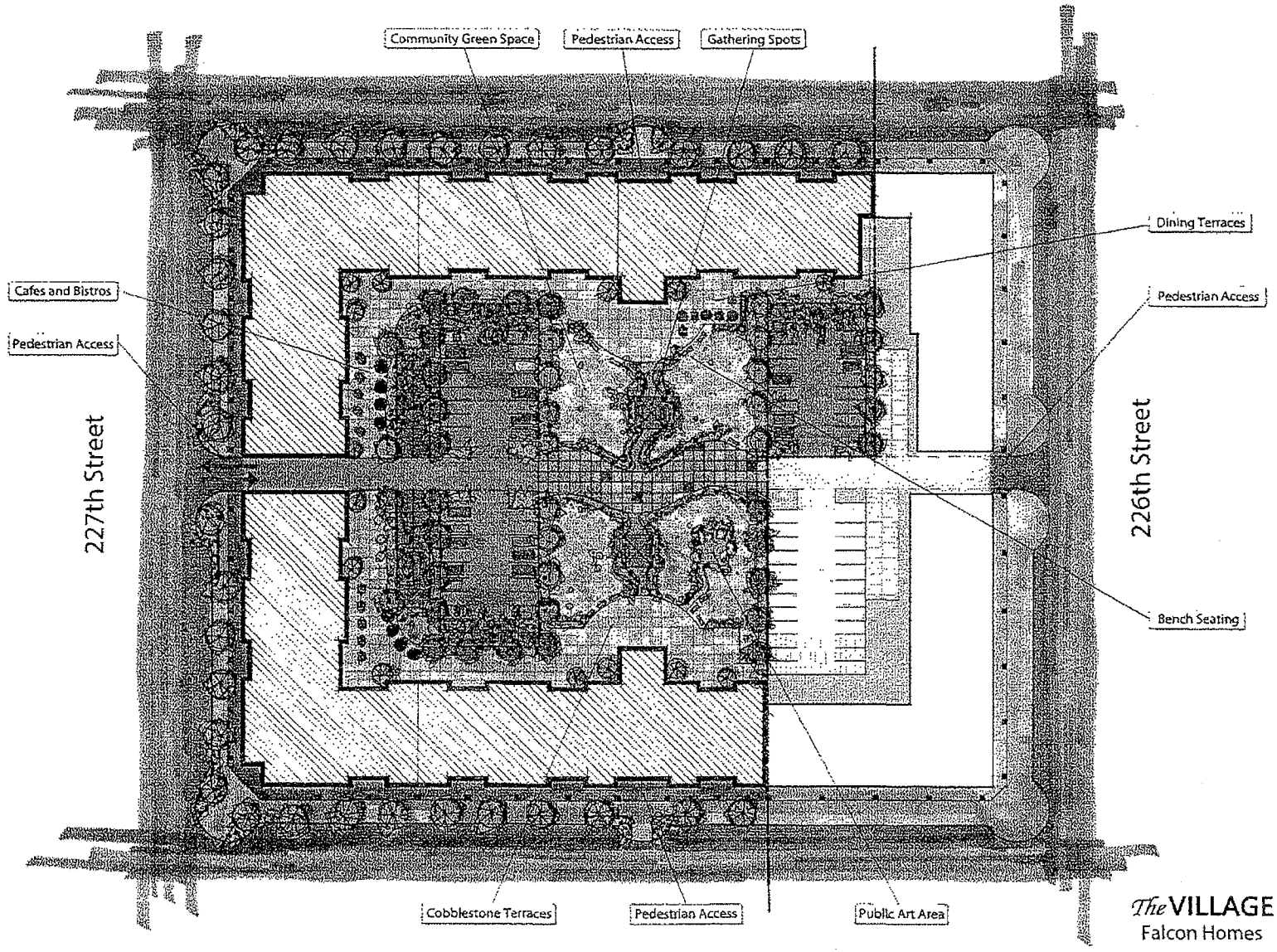
The Proposed Development will comply with the Official Community Plan and the Town Centre Area Plan as enacted as of the date of this Agreement.

The Proposed Development will use sustainable building practices and be constructed to meet the standards known as LEED Bronze for multi-family development. The Proposed Development will include composting facilities and infrastructure for future alternative energy sources.

The Proposed Development will incorporate adaptive housing units to accommodate aging in place. Developer will explore options with the City for partnering with leading housing agencies to provide affordable and/or rental housing options within each Phase.

The Proposed Development will include prominent, accessible commercial space measured at a minimum of 700 ft.^{2} to be transferred to the City for community use for nominal fee. Developer will work with City to explore the potential to secure a post-secondary education tenant for the Proposed Development.

Initials

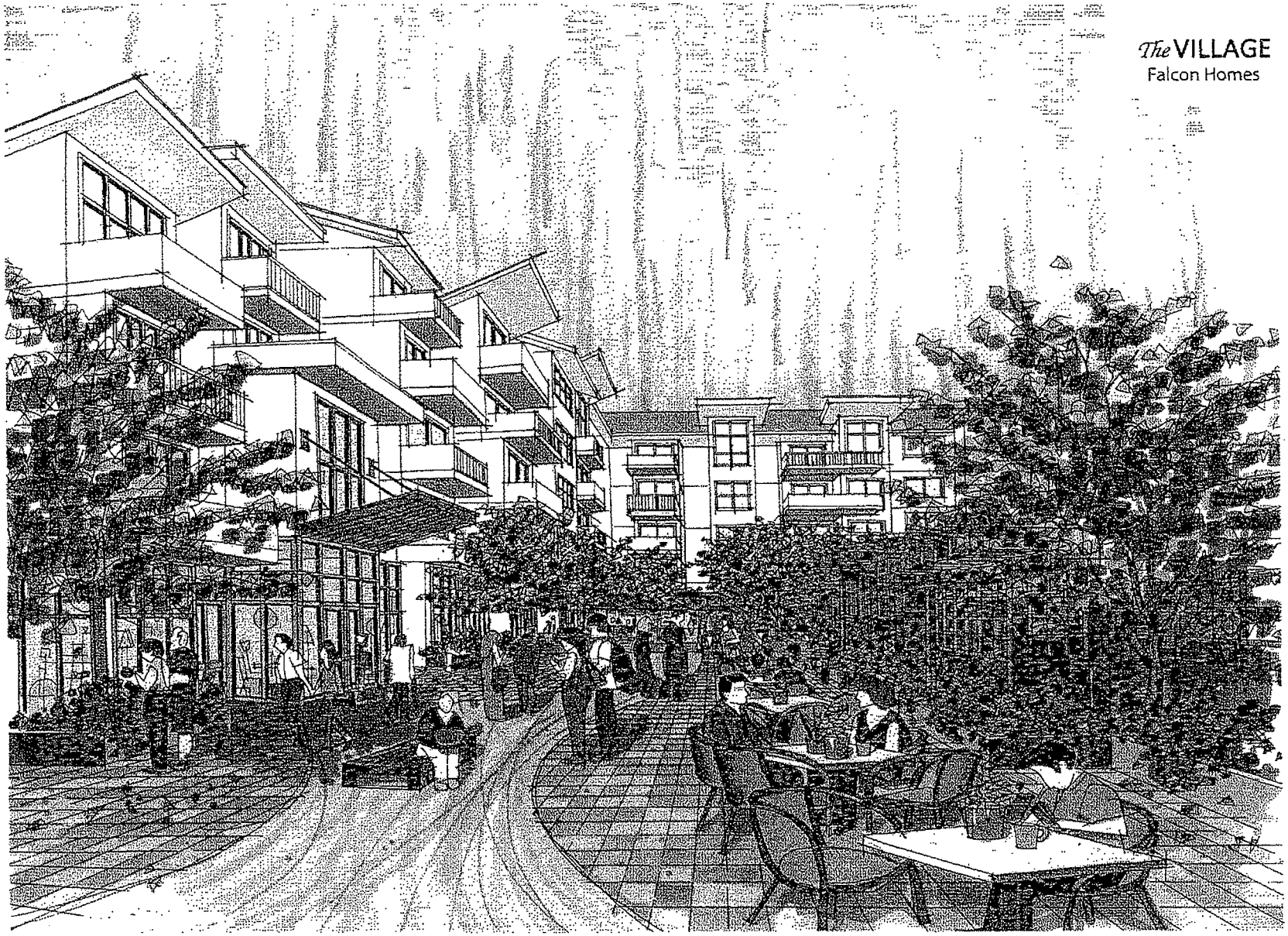


The VILLAGE
Falcon Homes

Initials

The VILLAGE
Falcon Homes

Initials



Initials

Initials

The VILLAGE
Falcon Homes

Schedule "C"

TERMS OF INSTRUMENT – PART 2

OPTION TO PURCHASE

THIS AGREEMENT dated for reference _____ is

BETWEEN:

[***insert owner name***]

[*insert owner address*]

(the "**Owner**")

AND:

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

(the "**City**")

WHEREAS:

A. The Owner is the registered owner in fee simple of those properties located at _____ Road, Maple Ridge, B.C. and legally described as:

Parcel Identifier: _____, Lot _____, Plan _____

(collectively, the "**Land**");

B. The City transferred the Land to the Owner on the basis that the Owner would construct a mixed-use development on the Land (the "**Development**") in a timely manner;

C. The City also transferred the Land to the Owner on the basis that the Owner must grant the City this Option to Purchase the Land, which Option could be exercised by the City should the Owner fail to substantially commence the Development, as outlined below;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the transfer of the Land from the City to the Owner, the premises and promises contained in this Agreement, the payment of $10.00 by the City to the Owner, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the parties covenant and agree as follows:

Initials

ARTICLE 1 **INTERPRETATION**

1.1 **Definitions** – In this Agreement, in addition to the words defined herein, the following terms shall have the meanings set out below:

(a) "**Agreement**" means this agreement and any amendments or modifications of it;

(b) "**Appraised Value**" means an appraisal, commissioned and paid for by the City, for the value of the Land, prepared by an appraiser having at least 5 years real estate appraisal experience in the Lower Mainland and with the Appraisal Institute of Canada AACI designation, the American Institute of Real Estate MAI designation, or the Real Estate Institute of British Columbia (RBC) designation, based on the following:

(i) The purpose of the appraisal shall be to estimate the market value of the Land as at the date of exercise of the Option;

(ii) Market value shall be defined as the highest price in terms of money which the Land, as the case may be should bring in a competitive and open market under all conditions requisite to a fair sale and the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus;

(iii) The highest and best use of the Land is as a multi-family development consistent with the current zoning of the Land as of the date of the exercise of the Option; and

(iv) It shall be assumed by the appraiser that there are no hidden conditions that would render the Land more or less valuable;

(c) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in B.C.;

(d) "**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government;

(e) "**Purchase Price**" means the lower of:

(i) the Appraised Value, and

(ii) the unadjusted purchase price that the Owner (or original Owner) paid to acquire the Land from the City.

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ARTICLE 2 GRANT OF OPTION TO ACQUIRE LAND

2.1 **Option** – The Owner hereby grants to the City, under seal, and for the consideration recited above, the sole and exclusive option (the "**Option**"), irrevocable within the time for exercise by the City herein limited, to acquire the Land for the **Purchase Price**, which Purchase Price does not include GST and other taxes.

ARTICLE 3 EXERCISE OF OPTION

3.1 **Exercise of Option** – The City may exercise the Option if the Owner has not obtained all necessary municipal development and building permits for the Development and if the Owner has not completed construction and obtained a satisfactory inspection of the foundation of the Development (including any underground parking) within two (2) years of the date on which the City transferred the Land to the Owner.

3.2 **Exercise of Option** – The Option may be exercised by the City at any time during the period commencing on _____[*two years after land transferred*], 201__ and ending at midnight on December 31, 2024 by the City giving written notice to the Owner (in the manner required for the giving of notices herein).

3.3 **Expiry of Option** – If the Option is not exercised within the time and the manner herein set forth, the Option will be null and void and no longer binding upon the parties hereto.

3.4 **Non-Exercise of Option** – The parties acknowledge that the City may elect not to exercise the Option for any reason.

ARTICLE 4 COMPLETION

4.1 **Binding Contract** – If the Option is exercised in the manner herein provided, this Agreement will become a binding contract of purchase and sale of the Land on the terms and conditions of this Agreement.

4.2 **Completion Date** – The purchase and sale of the Land will be completed upon the terms herein contained on the date (the "**Completion Date**") chosen by the City, provided that the Completion Date must not be more than 180 days after the date on which the City exercises the Option.

4.3 **Possession** – Upon deposit of the Transfer, the City will have vacant possession of the Land and the Owner must transfer the Land to the City free of all liens, interests, charges and encumbrances except the following:

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(a) _____

(b) _____

(the "**Permitted Encumbrances**").

4.4 **Non-Permitted Encumbrances** - If the title to the Land is subject to an encumbrance that is not a Permitted Encumbrance and the Owner refuses to remove it, the City may (but is not obliged to) complete the purchase of the Land but in that case, the City may deduct the cost of removal from the Purchase Price.

4.5 **Adjustments** – There will be no adjustments to the Purchase Price.

4.6 **Risk** – The Land will be at the Owner's risk until the deposit of the Transfer in the Land Title Office and, subject to section 6.2, thereafter at the City's risk.

4.7 **Site Profile** – The City waives any right it may have to receive, under the *Environmental Management Act*, a site profile of the Land.

ARTICLE 5 **CLOSING PROCEDURE**

5.1 **GST Certificate** – On or before the Completion Date, the City will sign and deliver to the Owner or its solicitors a GST certificate confirming the City will remit directly any and all GST payable in respect of the transfer of the Land.

5.2 **Residency Declaration** - Before the Completion Date, the City will cause to be delivered to the Owner, or its solicitors, a residency declaration confirming the Owner is not a non-resident of Canada, and the Owner must execute the declaration and deliver it to the City, or its solicitors, no later than the day before the Completion Date.

5.3 **Transfer** – Before the Completion Date, the City will cause to be delivered to the Owner, or its solicitors, one or more Form A Transfers of the Land (or whichever form is then in use) (collectively, the "**Transfer**") and the Owner must execute the Transfer in registrable form and deliver it to the City, or its solicitors, on appropriate undertakings, no later than the day before the Completion Date.

5.4 **Closing Procedure** – The transfer of the Land by the Owner to the City will be completed in accordance with the following procedure:

(a) after receipt of the executed Transfer, the City, at its own cost, will cause the City's solicitors to apply to register the Transfer in the Land Title Office on the Completion Date;

(b) following the application referred to in subsection (a) and upon receipt by the City's solicitors of a satisfactory title search of the Land showing only the Transfer as a

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pending charge, and indicating that in the usual course of Land Title Office routine, the City will be the registered owner of the Land subject only to the Permitted Encumbrances, the City will deliver or the City will cause the City's solicitors to deliver to the Owner or to the Owner's solicitors a cheque for the Purchase Price (subject to sections 4.4 and 6.3(d)).

ARTICLE 6 OWNER'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

6.1 **Owner's Covenants** – The Owner covenants and agrees that it will:

(a) whether or not the City has exercised the Option, permit the City and the City's employees, engineers, agents, surveyors and advisors to carry out such inspections, tests, studies, surveys and other investigations of the Land as the City may desire and will provide reasonable cooperation and assistance to the City and its consultants in conducting such investigations;

(b) whether or not the City has exercised the Option, cooperate with the City and its consultants in allowing the City, at the City's sole cost and expense, to conduct environmental tests or audits of the Land and provide to the City or its consultants all information in its possession or control or to its knowledge relating to those areas;

(c) maintain in force insurance covering loss or damage to the Land and covering public liability, in both cases against such risks and to such limits as are in accordance with prudent business practice and suitable to the Land; and

(d) preserve the Land intact as would a prudent owner during the term of this Agreement.

6.2 **Owner's Indemnity** – The Owner agrees to indemnify and save harmless the City and its elected officials, officers, employees, agents and others from all losses, actions, demands, claims, expenses, remediation costs, and harm of any kind which the City or its elected officials, officers, employees, agents or others may directly or indirectly suffer, whether before or after the Completion Date, in relation to environmental contamination of or from the Land. This indemnity survives the Completion Date.

6.3 **No Encumbrances** – The Owner shall not grant or register or permit any new encumbrances of any kind on the Land which affect or may affect the Land or the City's acquisition of the Land unless the Owner has obtained the prior written consent of the City to such encumbrance, which consent may be unreasonably withheld.

Notwithstanding the foregoing, the Owner may grant a mortgage over the Land with the prior written consent of the City provided that:

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(a) the mortgage amount, including possible accrued interest, penalties and other charges, cannot exceed the Purchase Price;

(b) the mortgagee executes a postponement agreement to this Agreement (if required by the City);

(c) the mortgagee provides a legal commitment to the City, in a form satisfactory to the City, that if the City exercises the Option, the mortgagee will not dispute the rights of the City to registration of the Transfer free of the mortgage pursuant to section 242 of the *Land Title Act*; and

(d) if the City exercises the Option, the City may pay all or part of the Purchase Price to the mortgagee in order to obtain a discharge of the mortgage.

ARTICLE 7 **GENERAL**

7.1 **Time** – Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.

7.2 **Extension** – Save and except for lack of funds or events giving rise thereto, if the Owner is delayed from completing construction and obtaining a satisfactory inspection of the foundation of the Development as required by section 3.1 due to fire, flood or an act of God, or any other event beyond the control of the Owner (including for clarity, a delay by a government authority, including the City, in issuing any permit, license, authorization or approval, but not including financial difficulty of the Owner), the Owner and the City may agree to an extension to the applicable deadline in section 3.1 of this Agreement of up to 6 months.

7.3 **Entire Agreement** – This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect to the matters herein, and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreement whatsoever, express or implied, other than those contained in this Agreement.

7.4 **Amendment** – This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

7.5 **Notices** – Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement to any party shall be sufficiently given if delivered by hand, or if sent by prepaid courier or if transmitted by facsimile to such party or if sent by prepaid registered mail:

(a) in the case of a notice to the City, at:

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The Corporation of the City of Maple Ridge
11995 Haney Place
Maple Ridge, B.C. V2X 6A9
Email Address: denton@mapleridge.ca
Attention: Property & Risk Manager

(b) in the case of a notice to the Owner, the address of the Owner as shown on the title to the Land or if the Owner is a corporation, to the registered address for the corporation as shown on a B.C. Company Summary from Corporate Registry,

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the same in the manner provided in this section.

Any notice or other writing delivered by hand or delivered by prepaid courier shall be deemed to have been given and received on the day it is so delivered.

Any notice or other writing transmitted by facsimile shall be deemed to have been given and received on the day it is so transmitted.

Any notice or other writing sent by prepaid registered mail shall be deemed to have been given and received on the third day after mailing, whether or not acknowledgement of receipt is signed.

7.6 **Attornment** – Each of the parties attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

7.7 **Enurement** – This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

7.8 **Further Assurances** – Each of the parties hereto shall, with reasonable diligence, do all such things and provide all such reasonable assurances and assistance as may be required to give effect to this Agreement and each such party shall provide such further documents or instruments required by any other party as may reasonably be necessary or desirable to give effect to the terms and purpose of this Agreement and carry out its provisions.

7.9 **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada as applicable.

7.10 **No Public Law Duty** – Whenever in this Agreement the City is required or entitled by the terms hereof to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the City may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application.

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7.11 **Waiver** – No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

7.12 **Statute References** – Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

7.13 **Period Terminating on a Non-Business Day** – Should the period of time permitted under this Agreement to perform any obligation or take any action, including the delivery of a notice, terminate, or any action or thing occur or be scheduled to occur, on a day other than a Business Day, then such period shall be extended to the next following Business Day.

7.14 **Headings** – The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.

7.15 **Illegality, Invalidity, Etc.** – In the event that one or more provisions, or any portion thereof, of this Agreement or any agreement, document or other instrument required to be delivered hereunder or pursuant hereto should be illegal, invalid or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof or thereof, or any remaining portion thereof, shall not be affected or impaired thereby.

7.16 **Registration** – The Owner agrees to do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of each charge.

7.17 **Deed and Contract** – By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

7.18 **Joint and Several** – Where the Owner consists of more than one Person, all covenants made by the Owner shall be construed as being several as well as joint.

7.19 **No Compensation** – The Owner shall not be entitled to any further compensation or payment for the transfer of the Land, whether or not there are servicing works or other improvements made to the Land or structures constructed on the Land, or for any injurious affection or disturbances resulting therefrom. Without limitation, the Owner shall not be entitled to and agrees not to seek compensation for business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the transfer of the

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Land under this Agreement.

7.20 **No Effect on Laws or Powers** – This Agreement does not:

(a) affect or restrict the City's ability to acquire any land or interest in land by expropriation or other legal means of acquisition;

(b) affect or restrict the discretion, rights, duties or powers of the City under any enactment (as defined in the *Interpretation Act*) or at common law; or

(c) relieve the Owner from complying with any enactment or the common law.

7.21 **Interpretation** –

(a) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.

(b) The word "including" when following any general statement or term shall not be construed to limit the general statement or term to the specific items set forth following the general statement or term (or to similar terms) whether or not non-limiting language (such as "without limitation") is used, but rather shall be construed to permit the general statement or term to refer to all other items that could reasonably fall within its broadest possible scope.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT

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APPENDIX B

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	August 31, 2015
		FILE NO:	
FROM:	Chief Administrative Officer	**MEETING:**	Closed

SUBJECT: City-Owned Town Centre Lands – Approval of Purchase and Sale Agreement

---

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council's approval of the Purchase and Sale Agreement for the sale of the City-owned Town Centre Lands and to proceed with the public process for the disposition of the municipal property.

On December 15, 2010, the City of Maple Ridge completed the purchase of 14 properties located between Haney Place Mall and ValleyFair Mall - a development site that encompassed 3.04 acres. The City's cost for the property including acquisition costs, demolition of the existing homes and preliminary environmental remediation amounted to about $4 million dollars.

In October 2014, a Request for Proposals was released and in April of 2015, Council directed staff to proceed with discussions and negotiations with the lead proponent, Falcon Homes. The Business Terms and Conditions reached with Falcon were approved by Council on July 20, 2015.

The Purchase and Sale Agreement incorporating the Council-approved terms and conditions has been completed and approved by Falcon Homes and is attached as an appendix to this report.

RECOMMENDATION(S):

1. That the Purchase and Sale Agreement between the City of Maple Ridge and Falcon Homes Ltd. for the City's 3.04 acre Town Centre Lands and reflecting the Business Terms and Conditions as presented to Council on July 20, 2015 be approved.

2. That staff be directed to initiate and complete the process for disposal of municipally-owned land for the City of Maple Ridge's 3.04 acre Town Centre Lands as required under Sections 26 and 94 of the Community Charter.

DISCUSSION:

a) **Background Context:**

On December 15, 2010, the City of Maple Ridge completed the purchase of 14 properties located between Haney Place Mall and ValleyFair Mall - a development site encompassing 3.04 acres which cost the City about $4 million dollars.

Staff prepared and released a Request for Proposals (RFP) on October 6, 2014, which closed on January 16, 2015. In April of 2015, staff presented an overview of the RFP submissions for

Council's consideration and identified Falcon Homes as the primary proponent. From this presentation, Council directed staff to "enter into discussions and negotiations with the lead proponent (Falcon Homes) with a view to arriving at a mutual understanding of the key business points to be included in a formal Letter of Intent and that staff report back to Council on the outcome of that process." The key business terms that staff arrived at were approved by Council on July 20, 2015. The July 20, 2015 report is included as an attachment to this report (Appendix A).

The business terms were incorporated into a formal Purchase and Sale Agreement (PSA) which is attached as Appendix B for Council's consideration for approval.

b) Desired Outcome

The desired outcome is for approval by Council of the Purchase and Sale Agreement such that staff can initiate and complete the process for disposal of the City of Maple Ridge's 3.04 acre Town Centre Lands as required under Sections 26 and 94 of the Community Charter.

c) Citizen/Customer Implications:

City-owned land is an asset of the taxpayers of Maple Ridge. Proactive utilization of this asset will positively enhance the community as a whole, influencing the creation of a special neighbourhood, generating new jobs, greater tax revenues, supporting complementary businesses, and producing greater overall awareness of the community as a whole. While the City's initial clean-up of the development site was viewed as very positive step for the community at large, there is the potential to develop something unique that blends in with, and supports, the surrounding neighborhood. As such, careful consideration was exercised to ensure that the Purchase and Sale Agreement as negotiated with Falcon Homes leads to a final development that is befitting its true potential.

d) Interdepartmental Implications:

This initiative will continue to require cooperation and direct collaboration among Planning, Engineering, Parks and Leisure Services, Financing, Property & Risk Management and Economic Development as well as the City's Corporate Management Team.

e) Business Plan/Financial Implications:

There will be direct business plan implications for the 2016 – 2020 planning cycles for the departments involved and it should be expected that if the decision is made to approve the Purchase and Sale Agreement that the proposed development will consume staff resources from within each department. In addition, this initiative may generate some direct costs as related to appraisals of the various properties, outside consultant costs, legal costs and specific feasibility studies (or the like) if deemed warranted.

f) Policy Implications:

While this particular development site falls within the well-defined and articulated Town Centre Area Plan, it is possible that certain parcels contained within the site may be subject to either re-zoning or Official Community Plan amendments.

Alternatives:

Council may wish to defer the disposition of the City-owned Town Centre Lands to a later date.

CONCLUSIONS:
Given the quality of the Falcon Homes RFP submission, coupled with the close alignment of the City's development objectives with the negotiated business terms, the recommendation is to approve the attached Purchase and Sale Agreement and to proceed with the public disposition process for the municipal property.

"Original signed by Darrell Denton"
Prepared by: Darrell Denton
Property and Property Manager

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

"Original signed by Frank Quinn" for
Concurrence: Paul Gill, BBA, CGA
General Manager: Corporate & Financial Services
Acting Chief Administrative Officer

Appendix A: July 20, 2015 - Closed Council Report
Appendix B: Purchase and Sale Agreement dated August 27, 2015 between the City of Maple Ridge and Falcon Homes Ltd.

APPENDIX C

AMENDMENT OF PURCHASE AND SALE AGREEMENT

THIS AMENDMENT AGREEMENT made as of May 21, 2017.

BETWEEN:

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

(the "**City**")

AND:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated in British Columbia under No. BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley, BC, V3A 1N9

(the "**Developer**")

WHEREAS:

A. Pursuant to an Agreement of Purchase and Sale dated for reference August 27, 2015 between the City and Falcon Homes Ltd, as assigned by a assignment and assumption agreement between the City, Falcon Homes Ltd., and the Developer dated for reference February 22, 2017 (collectively the "**Purchase Agreement**"), the City agreed to sell and the Developer agreed to purchase 14 parcels of land located on 227th St. between 119th Ave. and Selkirk Avenue in the Municipality of Maple Ridge as more particularly described in the Purchase Agreement.

B. The City and the Developer have agreed to amend the Purchase Agreement as set out herein.

NOW THEREFORE the Developer and the City, in consideration of the payment of $1.00 by the Developer to the City, the promises exchanged in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, covenant and agree with each other as follows:

1. DEFINITIONS

Capitalized terms not otherwise defined herein will have the meaning assigned to them in the Purchase Agreement.

2. RATIFYING AND REVIVING PURCHASE AGREEMENT

The parties hereby confirm that the Purchase Agreement is revived, ratified and for all purposes is a firm contract binding on each of the parties.

3. AMENDMENTS TO PURCHASE AGREEMENT

The Purchase Agreement is hereby amended as follows:

(1) The definition of "Lands" in section 1.1(n) is deleted and replaced with the following:

(n) "Lands" means all of the following properties in the City of Maple Ridge, and all improvements thereto, legally described as follows:

PID: 009-280-618
Lot "A" District Lot 401 Group 1 NWD Plan 22418 except part in Plan EPP65495

PID: 009-280-642
Lot "B" District Lot 401 Group 1 NWD Plan 22418 except part in Plan EPP65495

PID: 009-280-685
Lot "C" District Lot 401 Group 1 NWD Plan 22418 except part in Plan EPP65495

NO PID
That closed portion of lane shown as Remainder Lot B on Survey Plan EPP65495 attached hereto as Schedule "D" (hereinafter called "**Closed Road Lot B**")

(the above four lots together hereinafter called "**Phase 1 Lands**")

PID: 003-047-024
Lot 13 Parcel "D" District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

PID: 011-298-235
Lot 14 Parcel "D" District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

PID: 005-171-563
Lot 15 District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

PID: 005-113-121
Lot 16 District Lot 401 Group 1 NWD Plan 7997 except part in Plan EPP65495

NO PID
That closed portion of lane shown as Remainder Lot A on Survey Plan EPP65495 attached hereto as Schedule "D" (hereinafter called "**Closed Road Lot A**")

(the above five lots together hereinafter called "**Phase 2 Lands**")

PID: 011-418-796
Lot 5 District Lot 401 Group 1 NWD Plan 9236 except part in Plan EPP65495

PID: 011-418-800
Lot 6 District Lot 401 Group 1 NWD Plan 9236 except part in Plan EPP65495

(the above two lots together hereinafter called "**Phase 3 Lands**")

PID: 011-381-604
Lot 15 District Lot 401 Group 1 NWD Plan 9190 except part in Plan EPP65495

PID: 002-605-708
Lot 16 District Lot 401 Group 1 NWD Plan 9190 except part in Plan EPP65495

PID: 011-381-612
Lot 17 District Lot 401 Group 1 NWD Plan 9190

PID: 011-381-663
Lot 18 District Lot 401 Group 1 NWD Plan 9190

PID: 011-381-671
Lot 19 District Lot 401 Group 1 NWD Plan 9190

(the above five lots together hereinafter called "**Phase 4 Lands**")

(2) Section 1.1(q) is amended by removing the word "five" in the first line and replacing it with "four";

(3) By inserting the following new subsections in 1.1, and renumbering the following sub sections accordingly:

(u) "Road Closure Bylaw" means a bylaw of the City of Maple Ridge closing to traffic those parts of the public laneway dedicated by Plans 9190 and 9236 shown as 'Lot A' and 'Lot B' as shown on the Road Closure Plan and removing their dedication as highway pursuant to section 40 of the *Community Charter* (British Columbia);

(v) "Road Closure Plan" means that Reference Plan EPP65494 accompanying the Road Closure Bylaw, a copy of which is attached hereto as Schedule "D";

(w) "Road Dedication Plan" means that Reference Plan EPP65495, a copy of which is attached hereto as Schedule "E";

(x) "S. 219 Covenant" means a covenant under s. 219 of the *Land Title Act* to be granted by the Developer to the City on the Completion Date for each Phase, having the terms set out in Schedule "F";

(y) "SRW for Access" means a statutory right of way under s. 218 of the *Land Title Act*, to be granted by the City to itself on the Completion Date over all of the Lands for pedestrian and first responder access, having the terms set out in Schedule "H".

(4) Section 2.1 is amended by removing the word "five" in the third line and replacing it with "four";

(5) By inserting a new section 2.2A as follows:

2.2.A S. 219 Covenant – Concurrently with the Completion of the transfer for the Developer of fee simple title to the lands in each Phase, the Developer and the City will enter into, and the Developer will cause to be registered, the S. 219 Covenant with respect to the lands in that Phase.

(6) Sections 2.3, 2.4, 2.5, 2.6, 2.7 and 2.8 are deleted and replaced with the following:

2.3 **Completion Date for Phase 1 Lands** – The Completion Date for the transfer of the Phase 1 Lands to the Developer will be June 9, 2017 or earlier.

2.4 **Completion Date for Phase 2 Lands** - The Completion Date for the transfer of the Phase 2 Lands will be the day that is 21 Days following the issuance of a building permit issued by the City's Building Services Department for the Phase 2 Lands to the Developer but may not be later than June 22, 2018.

2.5 **Completion Date for Phase 3 Lands** - The Completion Date for the transfer of the Phase 3 Lands will be the day that is 21 Days following the issuance of a building permit issued by the City's Building Services Department for the Phase 3 Lands to the Developer, but may not be later than May 4, 2019.

2.6 **Completion Date for Phase 4 Lands** - The Completion Date for the transfer of the Phase 4 Lands will be the day that is 21 Days following the issuance of a building permit issued by the City's Building Services Department for the Phase 4 Lands to the Developer, but may not be later than April 30, 2020.

2.7 **Road Closure, Road Dedication, SRW for Access, and Consolidation Plan –** The Developer will be responsible, at its own cost and expense, for

(a) deposit and registration of the Road Closure Bylaw, Road Closure Plan, and other LTO documents necessary to raise title to the laneway area in the name of the City;

(b) arranging the execution and deposit of the Road Dedication Plan;

(c) arranging the execution and registration of the SRW for Access over all the Lands; and

(d) arranging the execution and deposit of Reference Plan EPP65496 (the "Consolidation Plan", attached hereto as Schedule "G"),

all for registration/deposit immediately prior to registering the Transfer for the Phase 1 Lands. The City will work in good faith with the Developer to obtain required signatures and approvals for the documents and plans described in this section. Because the effect of deposit of the Road Dedication Plan and the Consolidation Plan will be to change the legal description of the Phases 1, 2, 3 and 4 Lands, the parties agree that the Developer will take title to the Lands in each of the Phases as described by Plan EPP65496.

2.8 **Purchase Price** – The Developer and the City agree that Purchase Price for the Lands shall be as follows:

Phase 1 Lands	$1,582,750.00
Phase 2 Lands	$1,582,750.00
Phase 3 Lands:	$1,500,000.00
Phase 4 Lands	$2,500,000.00

all excluding GST, PROVIDED HOWEVER that if the Completion Date for Phase 4 will take place after August 1, 2019, the Purchase Price for the Phase 4 Lands will be determined by the appraisal mechanism determined pursuant to section 2.9. If the Phase 4 Lands are appraised using the mechanism below, the Developer understands that the City will need to give public notice of disposition showing the revised purchase price.

(7) Section 2.9 is amended by removing the phrase "either or both of the last two Phases to complete, as the case may be" and replacing it with "the Phase 4 Lands";

(8) Section 2.10 is amended by deleting subparagraphs 2.10(a)(i)(4) and (5) and replacing them with the following:

(4) $400,000 for the Phase 4 Lands;

(9) Section 2.11 is amended by inserting the following sentence at the end of the section: "The City will work in good faith with the Developer to obtain required signatures and approvals for the building permits described in this section."

(10) By inserting the following as a new section 3.1A:

The obligation of the City and Developer to complete the transaction contemplated by this Agreement is subject to the fulfilment on or before June 2, 2017 of the Approving Officer having approved:

(a) The Road Dedication Plan substantially in the form attached as Schedule "E".

The City and Developer agree that the condition precedent created by this section is for the benefit of both of them and cannot be waived.

(11) By deleting subparagraphs 4.4(a)(i), (ii), and (iii) and replacing them with the following:

(i) in the case of the Completion for Phase 1:

1. the application to deposit the Road Closure Plan signed by all parties except the City, along with a copy of the Road Closure Plan;

2. the application to deposit the Road Dedication Plan, signed by all parties except the City, along with a copy of the Road Dedication Plan;

3. the SRW for Access;

4. the application to deposit the Consolidation Plan signed by all persons required to sign it except for the City, along with a copy of the Consolidation Plan, and

(ii) in the case of Completion for each and every Phase:

1. The Transfer;

2. The City's statement of adjustments;

3. The Developer's GST Certificate;

4. the Option to Purchase, and

5. the S. 219 Covenant,

(12) By deleting section 4.4(b) in its entirety and replacing it with:

(b) Before the Completion Date, the City will cause the City's Solicitors to deliver to the Developer's Solicitors:

(i) in the case of the Completion for Phase 1:

(1) one certified copy of the Road Closure Bylaw;

(2) the signed application to deposit the Road Closure Plan;

(3) The City's certificate applying to cancel the Province's right of resumption in Closed Road Lot A and Closed Road Lot B;

(4) The signed application to deposit the Road Dedication Plan;

(5) the SRW for Access, signed on behalf of the City; and

(6) the signed application to deposit the Consolidation Plan;

(ii) in the case of Completion for each and every Phase:

1. the Transfer, signed on behalf of the City;

2. the City's statement of adjustments, signed on behalf of the City;

3. the Option to Purchase, signed on behalf of the City; and

4. the S. 219 Covenant, signed on behalf of the City

to the Developer's Solicitors, on undertakings satisfactory to the City's Solicitors, acting reasonably. The Developer shall cause the Developer's Solicitors to prepare all associated filing forms for the documents mentioned in this section.

(13) By deleting Section 4.5 in its entirety and replacing it with the following:

4.5 **Completion** – On or before the Completion Date for a Phase,

(a) forthwith after receipt by the Developer's Solicitors of such payment from the Developer of the Purchase Price for that Phase as described in section 2.8, adjusted under section 4.3, and the documents listed in section 4.4(b) from the City's Solicitors for that Phase, the Developer will cause the Developer's Solicitors to apply to the LTO to deposit and register the documents listed in section 4.4(b) (except the City's statement of adjustments) in the LTO as an all or nothing concurrent application; and

(b) upon the Developer's Solicitor being satisfied after deposit of the documents described in the 4.5(a) for registration in the LTO that, in the normal course of LTO routine, the Developer will be the registered owner in fee simple of the Lands in that Phase, subject only to the Permitted Encumbrances, the Developer will cause the Developer's Solicitors to deliver a certified solicitor's trust cheque for the adjusted Purchase Price for that Phase payable to the City directly to the City.

The parties agree that all requirements of this section are concurrent requirements and that nothing will be Completed on the Completion Date of a phase until everything required to be done by this section for that Phase is done.

(14) By deleting section 5.2 (g) in its entirety; and

(15) Section 6.6 is amended by replacing the notice information for the Developer with the following:

Falcon Village Development Ltd.
#101-11862 226th Street
Maple Ridge, BC V2X 9C8
fax number: 604-477-5575
Email Address: fred@falconhomes.com
Attention: Fred Formosa

(16) Section 6.14 is amending by adding the following references:

Schedule D – Road Closure Plan
Schedule E – Road Dedication Plan
Schedule F – S. 219 Covenant
Schedule G – Consolidation Plan
Schedule H – SRW for Access

(17) By changing all references in the Agreement to the "Re-Purchase Option" to be "Option to Purchase"

4. SCHEDULES TO PURCHASE AGREEMENT

The Purchase Agreement is hereby further amended by

(1) Replacing Schedule "A" with the page attached to this Agreement as Schedule "A";

(2) Replacing Schedule "B" with the pages attached to this Agreement as Schedule "B";

(3) in Schedule "C", changing the legal name of the City on page 23, from "the Corporation of the City of Maple Ridge" to "City of Maple Ridge";

(4) Attaching as a new Schedule "D" the page attached to this Agreement as Schedule "D";

(5) Attaching as a new Schedule "E" the page attached to this Agreement as Schedule "E";

(6) Attaching as a new Schedule "F" the covenant terms attached to this Agreement as Schedule "F";

(7) Attaching as a new Schedule "G" the page attached to this Agreement as Schedule "G"; and

(8) Attaching as a new Schedule "H' the SRW terms attached to this Agreement as Schedule "H".

5. CONFLICT

The parties affirm and agree that the Purchase Agreement remains unchanged, except as amended herein. This Agreement will be read together with the Purchase Agreement as if the provisions of this Agreement and the Purchase Agreement were contained in one agreement. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of this Agreement will prevail.

6. EFFECT

All amendments in this Agreement take effect as of the date and year first written above.

7. ENUREMENT

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

8. TIME TO REMAIN OF THE ESSENCE

Time shall remain of the essence in respect of the Purchase Agreement and this Agreement.

9. GOVERNING LAW

This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein and will be treated in all respects as a British Columbia contract.

10. COUNTERPARTS

This Agreement may be signed in one or more counterparts, all of which together will constitute one and the same instrument, and any party may sign by utilizing facsimile transmission facilities.

As evidence of their agreement to be bound by the terms, the parties have caused this Agreement to be signed and delivered under seal by their authorized signatories as of the dates set out below:

CITY OF MAPLE RIDGE, by its authorized signatories:

_____
Mayor:

_____
Corporate Officer:

_____
Date

FALCON VILLAGE DEVELOPMENT LTD., by its authorized signatories:

_____
Name:

June 2/2017
Date

Schedule "A"

PIDs: 009-280-618, 009-280-642, 009-280-685, Closed Road Lot B (Phase 1 Lands)

With respect to Closed Road Lot B: the reservations and exceptions contained in Section 50 of the *Land Act* and section 35 of the *Community Charter*, in favour of the Crown in Right of British Columbia.

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x)

SRW for Access (as defined in s. 1.1(y)

PIDs: 003-047-024, 011-298-235, 005-171-563, 005-113-121, Closed Road Lot A (Phase 2 Lands)

With respect to Closed Road Lot A: the reservations and exceptions contained in Section 50 of the *Land Act* and section 35 of the *Community Charter*, in favour of the Crown in Right of British Columbia.

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x)

SRW for Access (as defined in s. 1.1(y)

PIDs: 011-418-796, 011-418-800 (Phase 3 Lands)

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x)

SRW for Access (as defined in s. 1.1(y)

PIDs: 011-381-604, 002-605-708, 011-381-612, 011-381-663, 011-381-671 (Phase 4 Lands)

With respect to PID 011-381-1529 and 011-381-604: Undersurface Rights AB81529

With respect to PID 002-605-708: Undersurface Rights Y170450

Option to Purchase (as defined in s. 1.1(t))

S. 219 Covenant (as defined in s. 1.1(x)

SRW for Access (as defined in s. 1.1(y)

Schedule "B"

Overall Development Proposal:
The comprehensive re-development of the Town Centre Lands includes a total of five mixed-use buildings varying in height from five to six storeys, with a total residential yield of 215 units and approximately 4,693 m^2 (50,512 ft^2) of commercial floor space. The comprehensive development plan includes an underground parkade spanning the balance of the city block that will serve all future buildings. Two ramps to the underground parking structure will be accessed from the internal lane, Building and parkade construction will occur in four phases, beginning in the north-east corner and ending with the buildings along Selkirk Avenue.

Amenity Spaces and Public Art:
The centre of the block is proposed to be developed as a public plaza space that includes landscaped green spaces, public art, seating areas, water features and routes for non-motorized transportation. Patio space will have the potential to serve as an extension of the commercial space for outdoor seating. Public art will be incorporated into the central plaza space. Vehicular traffic will be restricted through the middle portion of the plaza to create a pedestrian and cycling friendly space.
Space for a commercial 25 child daycare will also be provided within the development. By reference to sections 14 and 16 of the B.C. Child Care Licensing Regulation, this will require 150 m^2. of indoor space (not including bathrooms, hallways etc.) and 150 m^2. of outdoor space. If, due to change of legislation or other reason outside the control of the developer, the child care space as built does not meet the requirements for care of 25 children, the space must be used for child care purposes, and for the maximum number of children permitted according to the applicable legislation.

Green Building Components:
All of the proposed buildings will be constructed to a LEED Certified standard equivalency, although the formal certification process will not be pursued. The developer will be required to submit a Commissioner's Report to the City one year after occupancy in the absence of the formal certification process. The following green building components are proposed to meet the LEED certification standard:

- Low-impact development standards, including absorbent soils, naturalized landscaping and xeriscaping, and permeable surfaces
- Rain water recovery systems
- Organic waste facilities
- Infrastructure for future alternative energy sources
- Roof gardens and permeable paving to reduce impervious surfaces
- Reduced indoor and outdoor water use through fixture selection and irrigation requirements

- Optimize energy efficiency through fixture and appliance selection, extensive use of daylight, and maximized envelope performance.
- Materials are environmentally, economically, and socially have preferable life-cycle impacts
- Reduce construction water and divert materials wherever possible
- Enhance indoor air quality, thermal comfort and overall well-being by: conducting air quality assessment, utilizing low-emitting materials, maximizing natural ventilation, offering individual control of air temperature, maximizing daylight and providing unobstructed views for the majority of living control of air temperatures, maximizing daylight and providing unobstructed views for the majority of living commercial spaces.
- Electrical vehicle charging stations and Provision for Electrical Vehicles
    - Public: one Level 3 fast-charging receptacle located within the public surface parking area to be provided and wired to city power.
    - CRU tenants: install conduit to allow for one Level 2 charging receptacle per CRU unit.
    - Residents: install conduit to 10% of the parking stalls to allow for future Level 1 charging receptacles.

<u>Rental Housing:</u>
Both rental and accessible housing units will be provided in the proposed buildings. The number of rental units to 10% of the residential units in the project (21 total), with 50% of those being market rental and 50% being affordable non-market rental. The rental housing units will be subject to a perpetual Housing Agreement, which will permit the rental housing units to be sold but only to be occupied by a renter as defined in the Housing Agreement. The breakdown is as follows:

a. 5 rental units in Phase 1, being:
    i. 2 – two bedroom units, rented at market rate
    ii. 2 – three bedroom units, rented at market rate
    iii. 1 -two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code

b. 4 rental units in Phase 2, being:
    i. 3 – one bedroom units, rented at market rate
    ii. 1 – 3 bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code

c. 5 rental units in Phase 3
    i. 2 – two bedroom units, rented at market rate
    ii. 2 – three bedroom units, rented at market rate
    iii. 1 – two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code

d. 7 affordable non-market units in Phase 4

   i. 3 – two bedroom units, rented at affordable non-market rate

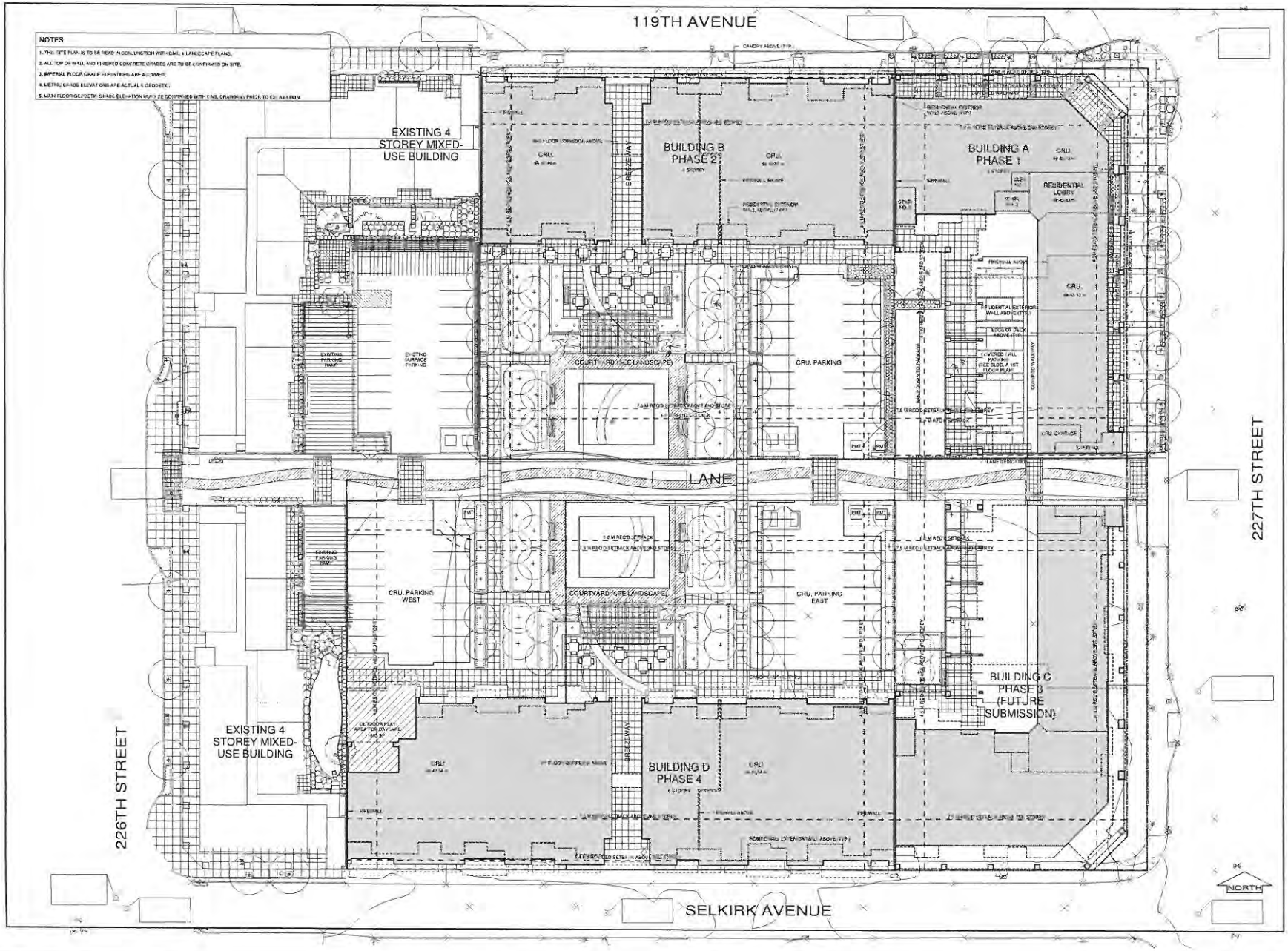
   ii. 4 – one bedroom units, rented at affordable non-market rate, with 2 of these being fully accessible as described in the BC Building Code

For clarity, in the Housing Agreement for the 10 affordable non-market units, rent will be set at a maximum of 30% of average household income (as published by BC Housing or Stats Canada).

Adaptable Housing:
In addition to secured rental housing units, adaptable housing units will also be provided. The developer proposes to provide age-in-place measures following the SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standards Society. These measures include:

- Thresholds (including doorways and showers)
- Backing/reinforcement for future grab bars in washrooms and at stairs
- Doors – as wide as possible; easily operated hardware (lever sets)
- Passageways and pinch points
- Shower control valves

10% of units will be constructed to this standard.



No.	Description	Date
1d	ISSUED FOR CLIENT REVIEW	DEC. 14, 2018
2b	ISSUED FOR CLIENT REVIEW	DEC. 14, 2018
3a	ISSUED FOR COORDINATION	NOV. 06, 2018
3b	ISSUED FOR CLIENT REVIEW	NOV. 22, 2018
3c	ISSUED FOR COORDINATION	NOV. 3, 2018
3d	ISSUED FOR COORDINATION	OCT. 5, 2018
1a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 12, 2016

REVISIONS:

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CONSULTANT:

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2-1-2150 W. Railway St.
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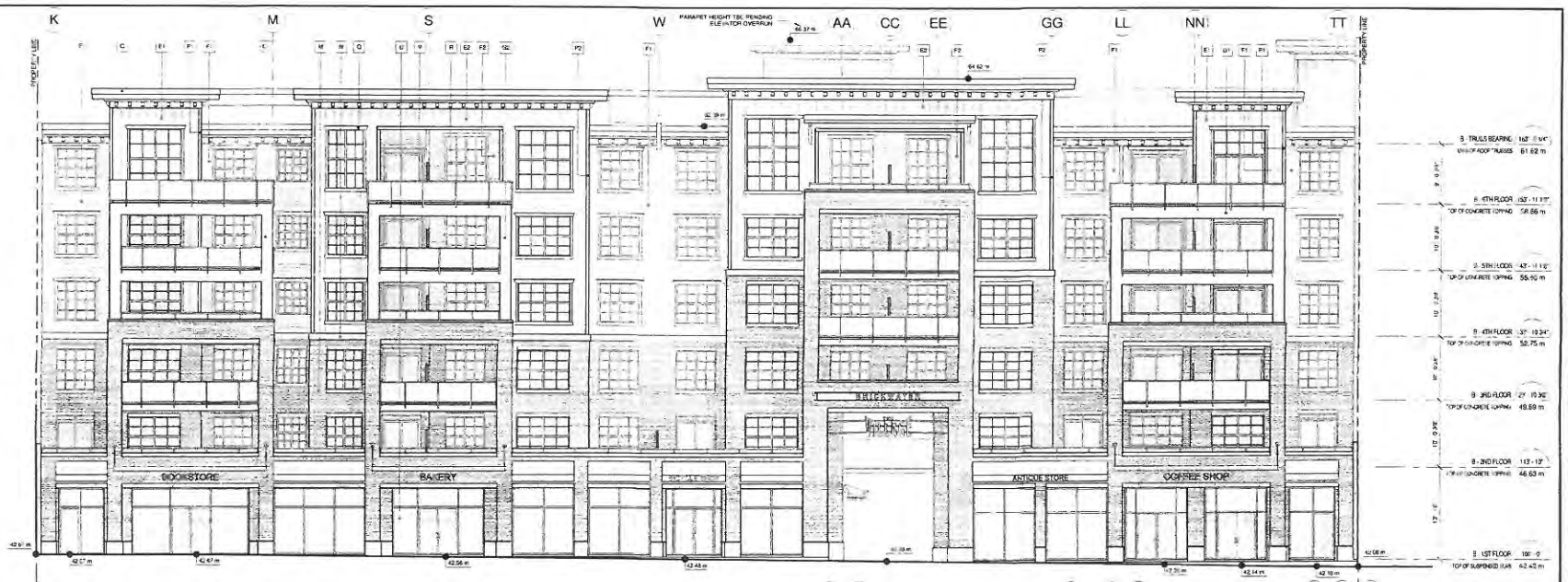
V6C 1E3
PH.: 604-684-8550
FAX: 604-684-8556
E: pw@pointswestarch.com

PROJECT:
FALCON VILLAGE
MAPLE RIDGE

DATE:	APRIL 2017
SCALE:	As indicated
DRAWN:	WF ZE AF HB TF

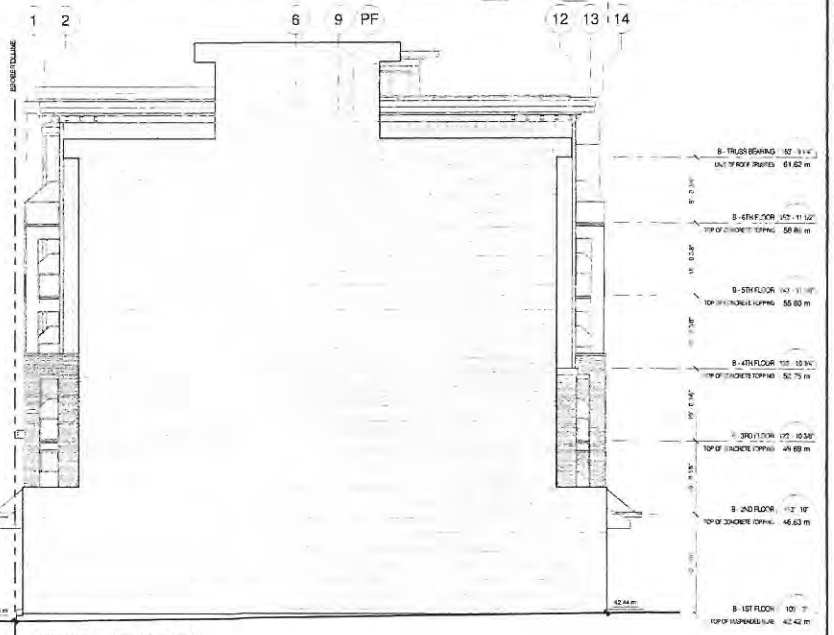
DRAWING TITLE:
SITE PLAN

JOB NO:	SHEET NO:
1509	DP1.2



NORTH ELEVATION

1/8" = 1'-0"



WEST ELEVATION

1/8" = 1'-0"

BUILDING FINISHES - BUILDING B

- - FASCIA - PAINTED BUILT-UP FASCIA BOARD
  COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
- E1 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
  COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- E2 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
  COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- F1 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
  COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- F2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
  COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- G1 - WALL - PAINTED CEMENTITIOUS PANEL SIDING
  COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- G2 - WALL - PAINTED CEMENTITIOUS PANEL SIDING
  COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- M - WALL - BRICK VENEER
  MUTUAL MATERIALS CLASSIC RED
- N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
  COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
- P1 - TRIM - PAINTED 2x6 CORNER TRIM
  COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- P2 - TRIM - PAINTED 2x6 CORNER TRIM
  COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- Q - TRIM - PAINTED 2x6 WINDOW TRIM
  COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
- R - GLAZING - VINYL FRAME WINDOW UNIT
  FRAME COLOUR TO BE FACTORY BLACK
- U - GLAZING - PREFABRICATED STOREFRONT
  FRAME COLOUR TO BE FACTORY BLACK
- V - MISC - METAL GUARD
  COLOUR TO BE FACTORY BLACK

NOTES:

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION

No.	Description	Date
7b	REISSUED FOR ADP (PARTIAL)	APR. 12 2017
6b	REISSUED FOR ADP	MAR. 15 2017
5b	REISSUED FOR ADP	MAR. 3 2017
4b	ISSUED FOR ADP	JAN. 25 2017
3b	ISSUED FOR DEVELOPMENT PERMIT	DEC. 16 2016
2b	ISSUED FOR CLIENT REVIEW	DEC. 16 2016
1b	ISSUED FOR CLIENT REVIEW	NOV. 23 2016

REVISIONS

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CONSULTANT:

points west ARCHITECTURE
203 - 2190 W Railway St
Abbotsford B.C.
V2S 1E2
PHONE 604 864 8555
FAX 604 864 8503
E pwa@pointswestarch.com

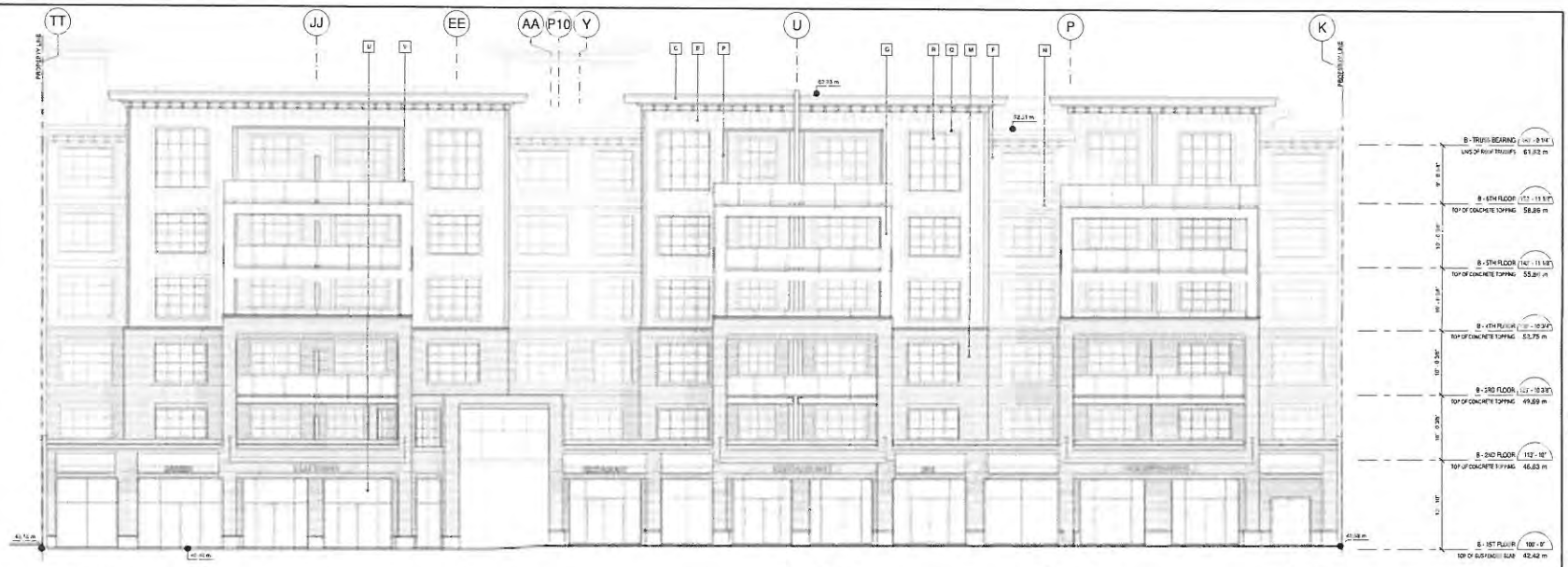
PROJECT:
BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11909 - 227th STREET, MAPLE RIDGE

DATE	APRIL 2016
SCALE	As indicated
DRAWN	WF TF HB AG AF

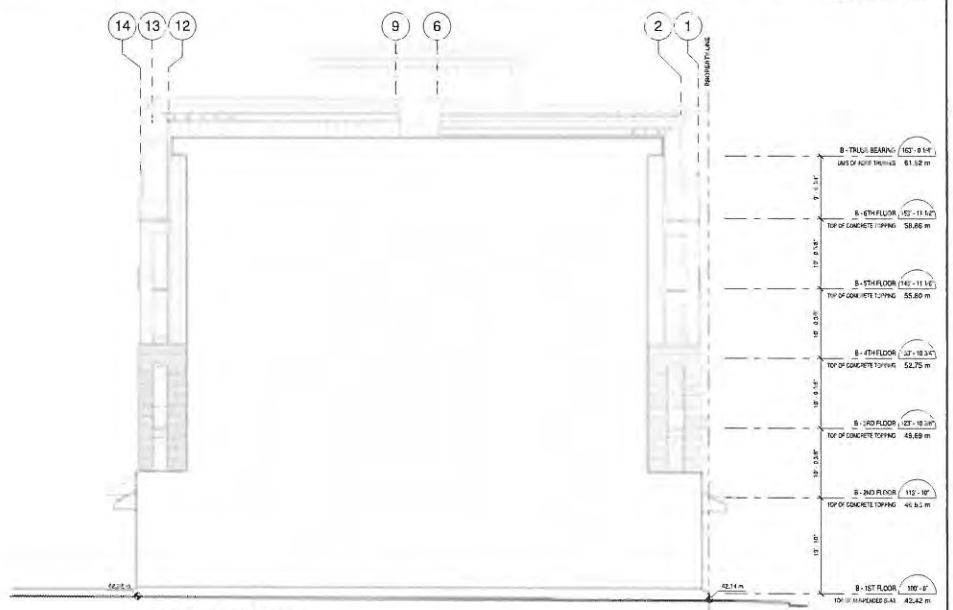
DRAWING TITLE:
ELEVATIONS

JOB NO.	SHEET NO.
1604	DP3.1b



SOUTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"

BUILDING FINISHES

A - ROOF - LAMINATED FIBREGLASS SHINGLES (40 YR. WARRANTY)
B - FASCIA - PAINTED 2x BUILT-UP FASCIA WITH PREFINISHED ALUMINUM GUTTERS WHERE REQUIRED
C - FASCIA - PAINTED 1x6 TRIM ON 2x12 FASCIA BOARD
D - WALL - PAINTED CEMENTITIOUS SHAKE SIDING
E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
F - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
G - WALL - PAINTED CEMENTITIOUS PANELS WITH TRIM
H - WALL - VINYL SHAKE SIDING
J - WALL - VINYL BOARD AND BATTEN SIDING
K - WALL - VINYL HORIZONTAL SIDING
L - WALL - CAST CONCRETE STONE
M - WALL - BRICK VENEER
N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
P - TRIM - PAINTED 2x6 CORNER TRIM
Q - TRIM - PAINTED 2x6 WINDOW TRIM
R - GLAZING - VINYL FRAME WINDOW UNIT
S - GLAZING - FIXED GLASS PANELS
T - GLAZING - SLIDING GLASS PANEL ON 42" HIGH PRE-FINISHED ALUMINUM RAIL WITH TRACK
U - GLAZING - PREFABRICATED STOREFRONT
V - MISC - METAL GUARD
W - MISC - STEEL TRELLIS

NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION

No.	Description	Date
2a	ISSUED FOR CLIENT REVIEW	DEC. 16, 2015
1a	ISSUED FOR CLIENT REVIEW	NOV. 22, 2015

REVISIONS:

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CONSULTANT:

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203 - 2150 W. Railway St.
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V2S 2E2
PHONE: 604-854-8666
FAX: 604-854-8665
E: pwa@pointswestarch.com

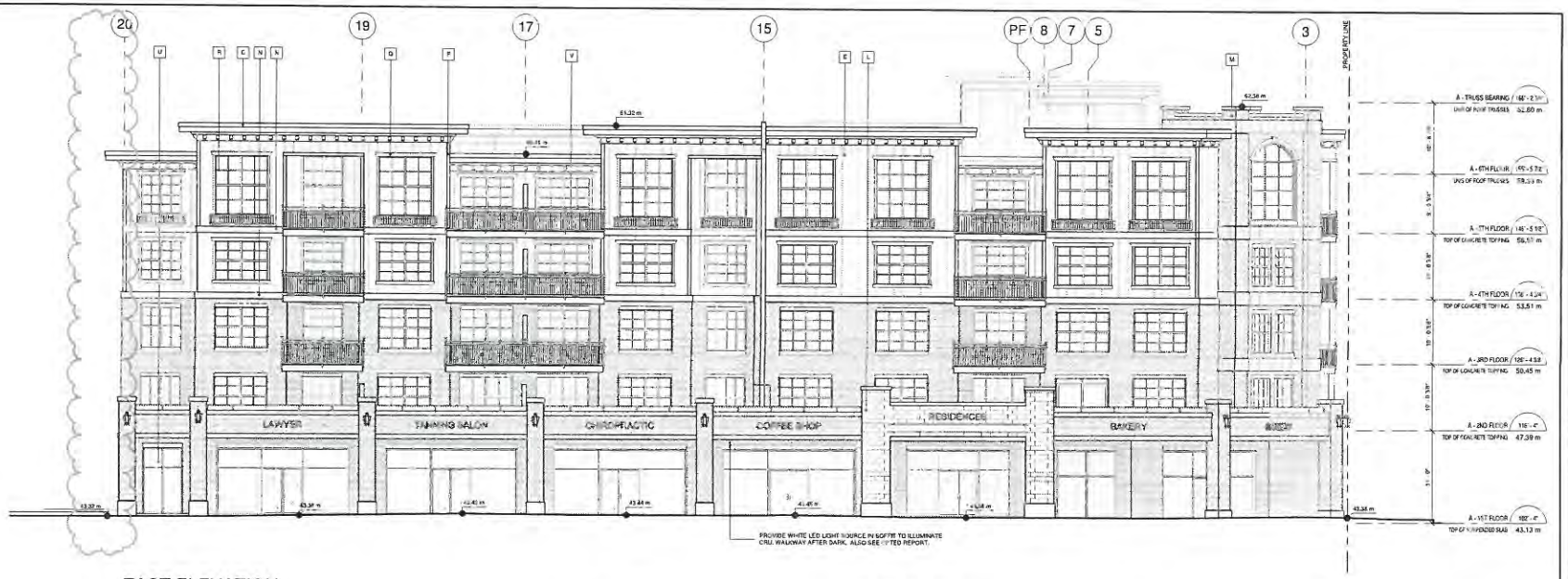
PROJECT:
FALCON VILLAGE
PHASE 2, BLDG B, 59 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WF TF AG AF

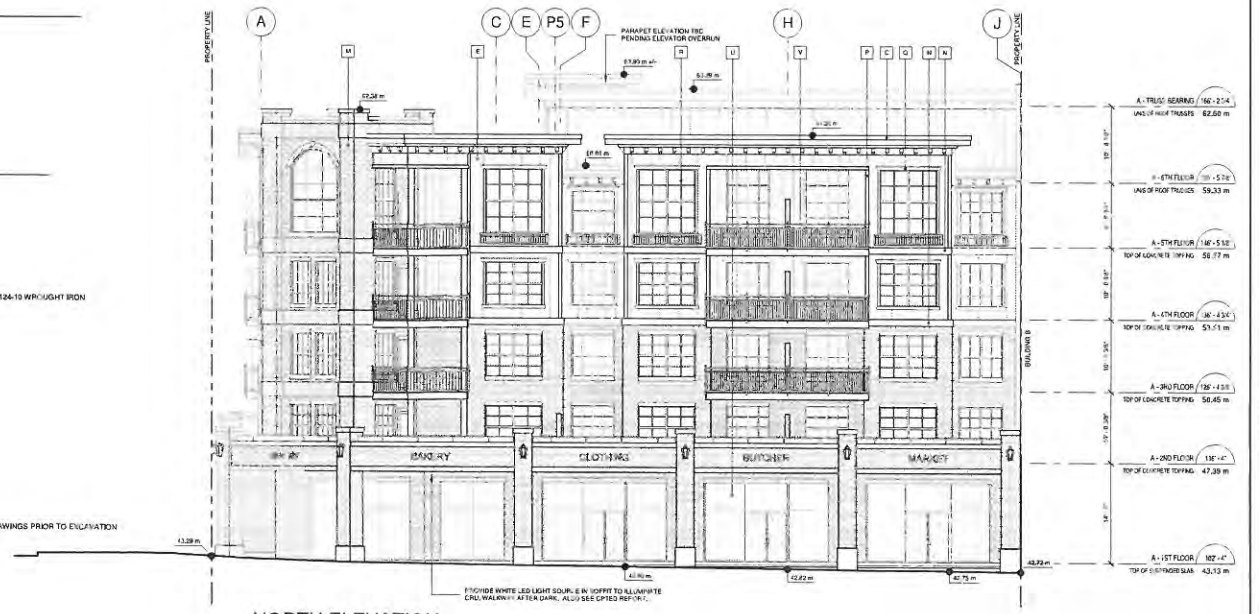
DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509-B	DP3.2b



EAST ELEVATION

1/8" = 1'-0" (1:96)



NORTH ELEVATION

1/8" = 1'-0" (1:96)

BUILDING FINISHES - BUILDING A

C - FASCIA - PAINTED 1x6 TRIM ON 2X12 FASCIA BOARD
COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON

E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

L - WALL - CAST CONCRETE STONE
ARRISCRAFT RENAISSANCE SANDBLASTED WHEAT

M - WALL - BRICK VENEER
MUTUAL MATERIALS CLASSIC USED

N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
COLOUR AT 4TH FLOOR AND AT ALL DECK EDGES TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
COLOUR AT 5TH FLOOR TO MATCH JAMES HARDIE COBBLE STONE

P - TRIM - PAINTED 2x6 CORNER TRIM
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

Q - TRIM - PAINTED 2x6 WINDOW TRIM
COLOUR TO MATCH BENJAMIN MOORE OC-30 GRAY MIST

R - GLAZING - VINYL FRAME WINDOW UNIT
FRAME COLOUR TO BE FACTORY BLACK

U - GLAZING - PREFABRICATED STOREFRONT
FRAME COLOUR TO BE FACTORY BLACK

V - MISC - METAL GUARD
COLOUR TO BE FACTORY BLACK

NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
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3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION

No.	Description	Date
7a	REISSUED FOR DEVELOPMENT PERMIT	JAN. 20, 2017
6a	ISSUED FOR COORDINATION	JAN. 13, 2017
5a	REISSUED FOR DEVELOPMENT PERMIT	DEC. 20, 2016
4a	ISSUED FOR COORDINATION	NOV. 25, 2016
3a	ISSUED FOR COORDINATION	NOV. 3, 2016
2a	ISSUED FOR COORDINATION	OCT. 6, 2016
1a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 12, 2015

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FAX: 604-864-8556
E: pw@pointswestarch.com

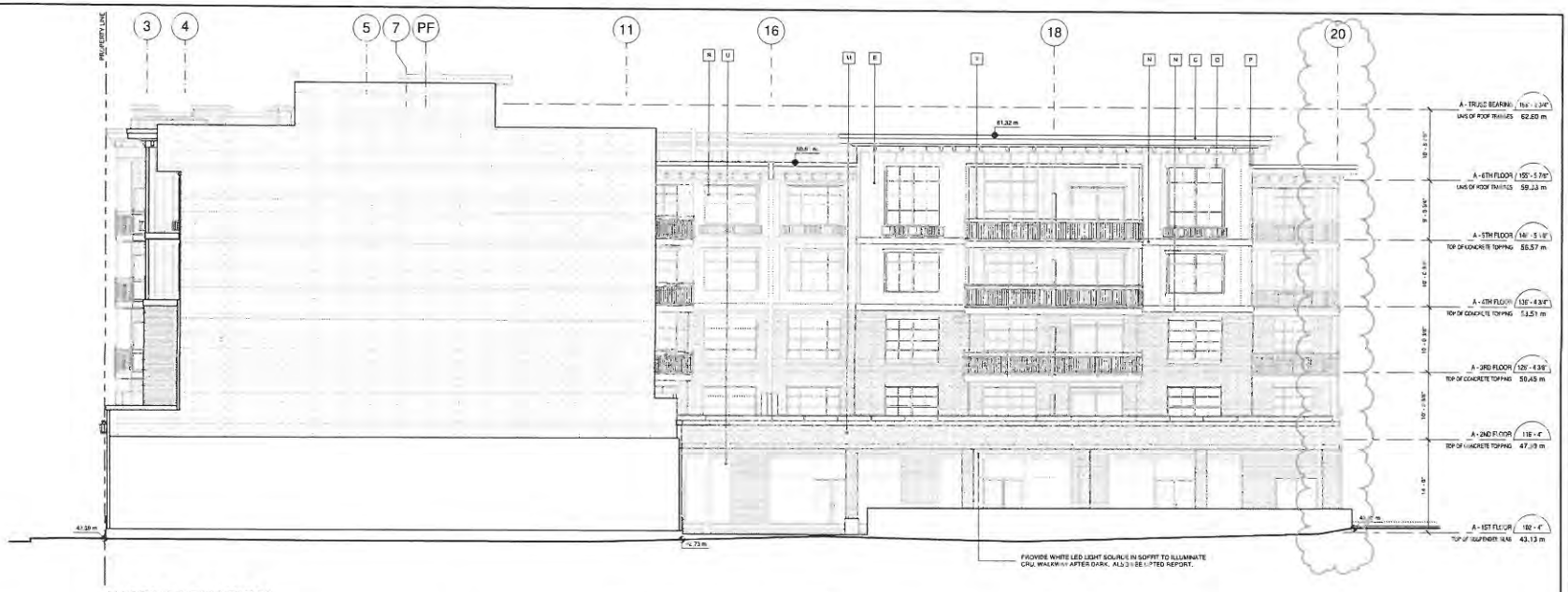
PROJECT:
BRICKWATER VILLAGE PHASE 1, BLDG A, 44 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WF TF HB AG

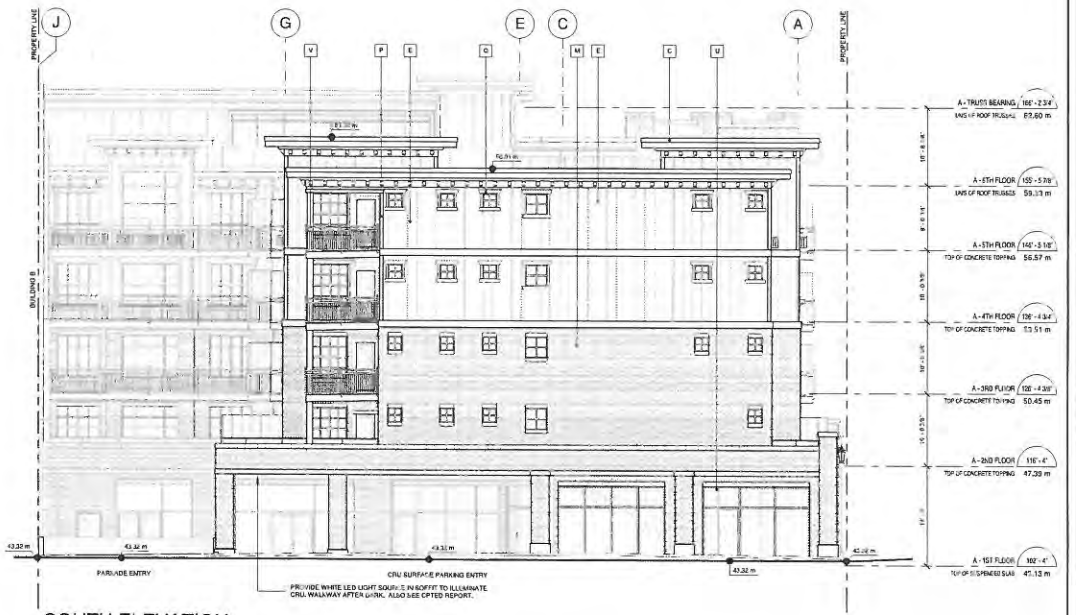
DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509	DP3.1a



WEST ELEVATION

1/8" = 1'-0" (1:96)



SOUTH ELEVATION

1/8" = 1'-0" (1:96)

BUILDING FINISHES - BUILDING A

C - FASCIA - PAINTED 1x6 TRIM ON 2x12 FASCIA BOARD
COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON

E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

L - WALL - CAST CONCRETE STONE
ARRISCRAFT RENAISSANCE SANDBLASTED WHEAT

M - WALL - BRICK VENEER
MUTUAL MATERIALS CLASSIC USED

N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
COLOUR AT 4TH FLOOR AND AT ALL DECK EDGES TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
COLOUR AT 5TH FLOOR TO MATCH JAMES HARDIE COBBLE STONE

P - TRIM - PAINTED 2x6 CORNER TRIM
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

Q - TRIM - PAINTED 2x6 WINDOW TRIM
COLOUR TO MATCH BENJAMIN MOORE OC-30 GRAY MIST

R - GLAZING - VINYL FRAME WINDOW UNIT
FRAME COLOUR TO BE FACTORY BLACK

U - GLAZING - PREFABRICATED STOREFRONT
FRAME COLOUR TO BE FACTORY BLACK

V - MISC - METAL GUARD
COLOUR TO BE FACTORY BLACK

NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION

No.	Description	Date
7a	REISSUED FOR DEVELOPMENT PERMIT	JAN. 20, 2017
6a	ISSUED FOR COORDINATION	JAN. 13, 2017
5a	REISSUED FOR DEVELOPMENT PERMIT	DEC. 20, 2016
4a	ISSUED FOR COORDINATION	NOV. 25, 2016
3a	ISSUED FOR COORDINATION	NOV. 3, 2016
2a	ISSUED FOR COORDINATION	OCT. 6, 2016
1a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 12, 2013

REVISIONS:

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CONSULTANT:

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203 - 2190 W. Railway St.
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V6B 5E2
PHONE: 604-684-8555
FAX: 604-684-8503
E: info@pointswest.com

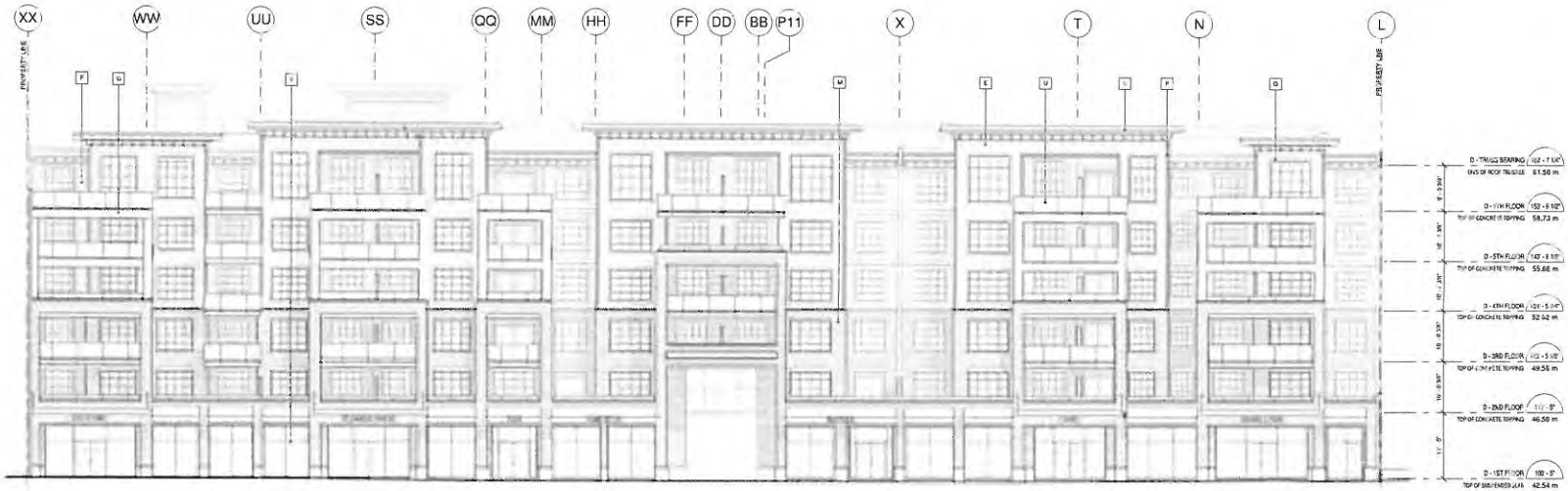
PROJECT:
BRICKWATER VILLAGE PHASE 1, BLDG A, 44 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WF TF HB AG

DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509	DP3.2a



SOUTH ELEVATION

3/32" = 1'-0"

BUILDING FINISHES

A - ROOF - LAMINATED FIBREGLASS SHINGLES (40 YR. WARRANTY)
B - FASCIA - PAINTED 2x BUILT-UP FASCIA WITH PREFINISHED ALUMINUM GUTTERS WHERE REQUIRED
C - FASCIA - PAINTED 1x6 TRIM ON 2X12 FASCIA BOARD
E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
F - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
G - WALL - PAINTED CEMENTITIOUS PANELS WITH TRIMS
L - WALL - CAST CONCRETE STONE
M - WALL - BRICK VENEER
N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
P - TRIM - PAINTED 2x6 CORNER TRIM
Q - TRIM - PAINTED 2x6 WINDOW TRIM
R - GLAZING - VINYL FRAME WINDOW UNIT
S - GLAZING - FIXED GLASS PANELS
T - GLAZING - SLIDING GLASS PANEL ON 42" HIGH PRE-FINISHED ALUMINUM RAIL WITH TRACK
U - GLAZING - PREFABRICATED STOREFRONT
V - MISC - METAL GUARD
W - MISC - STEEL TRELLIS

NOTES

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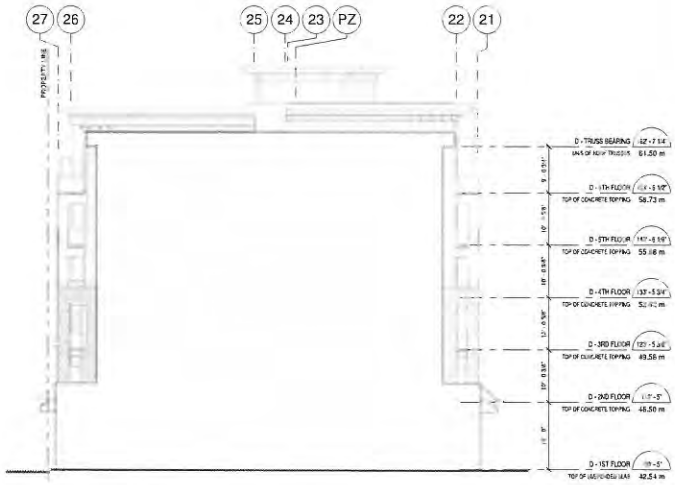
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION



EAST ELEVATION

3/32" = 1'-0"

No.	Description	Date
1d	ISSUED FOR CLIENT REVIEW	DEC. 16, 2016

REVISIONS:

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CONSULTANT:

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E: pwa@pointswestarch.com

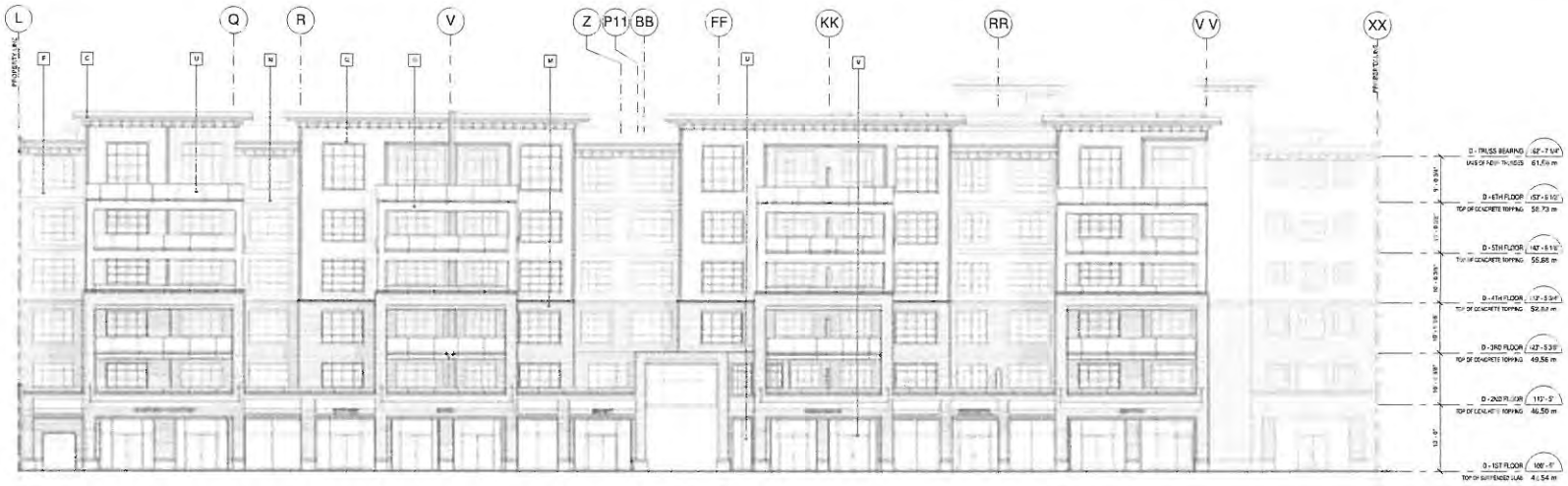
PROJECT:
FALCON VILLAGE,
BLDG D, 79 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	MF TF AF

DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509-D	DP3.1d



NORTH ELEVATION

3/32" = 1'-0"

BUILDING FINISHES

A - ROOF - LAMINATED FIBREGLASS SHINGLES (40 YR. WARRANTY)
B - FASCIA - PAINTED 2x BUILT-UP FASCIA WITH PREFINISHED ALUMINUM GUTTERS WHERE REQUIRED
C - FASCIA - PAINTED 1x6 TRIM ON 2X12 FASCIA BOARD
E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
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L - WALL - CAST CONCRETE STONE
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N - TRIM - PAINTED 2-12 MIDBAND & FLASHING (TYPICAL)
P - TRIM - PAINTED 2x6 CORNER TRIM
Q - TRIM - PAINTED 2x6 WINDOW TRIM
R - GLAZING - VINYL FRAME WINDOW UNIT
S - GLAZING - FIXED GLASS PANELS
T - GLAZING - SLIDING GLASS PANEL ON 42" HIGH PRE-FINISHED ALUMINUM RAIL WITH TRACK
U - GLAZING - PREFABRICATED STOREFRONT
V - MISC - METAL GUARD
W - MISC - STEEL TRELLIS

NOTES

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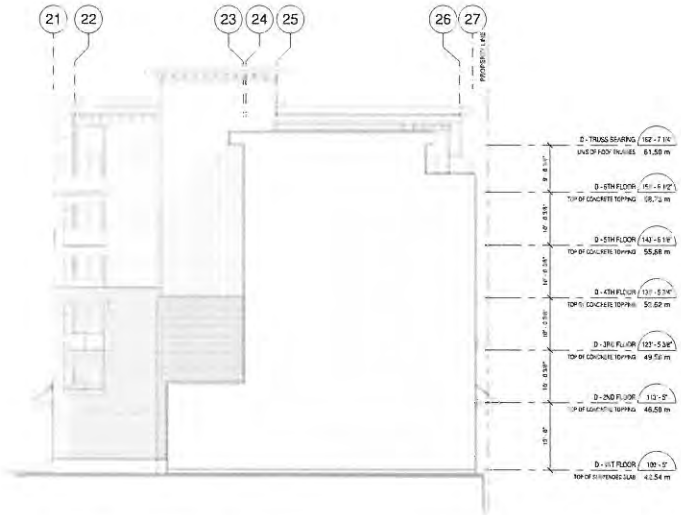

WEST ELEVATION

3/32" = 1'-0"

1st ISSUED FOR CLIENT REVIEW DEC. 16, 2016
No. Description Date

REVISIONS:

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CONSULTANT:

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V6K 1K2
PHONE: 604-684-8555
FAX: 604-684-8575
E: PWA@pointswestarch.com

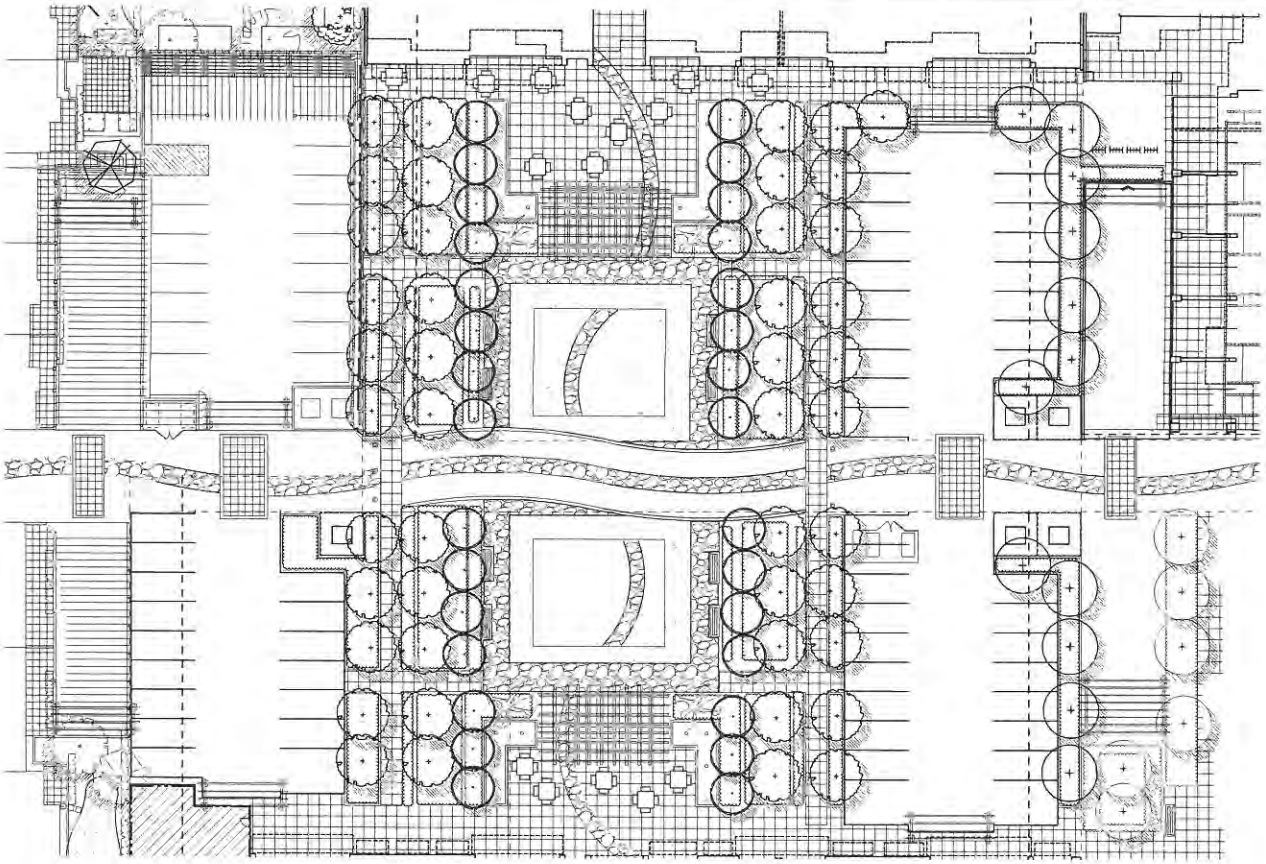
PROJECT:
FALCON VILLAGE,
BLDG D, 79 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	SWF TF AF

DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509-D	DP3.2d



PLANT SCHEDULE

M2 JOB NUMBER: 9x-xxx

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE	12	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	8CM CAL; 2M STD; B&B
	46	CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPEAN HORNBEAM	7 CM CAL; B&B; 1.8M STD
	30	CORNUS KOUSA 'WOLFEYES'	WOLFEYES CHINESE DOGWOOD	3M HT; 15M STD; B&B

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNTA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW: MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

16017-SL.zip

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M2 LANDSCAPE ARCHITECTURE

#220 - 26 Lorne Mews
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N

NO	DATE	REVISION DESCRIPTION	DR.
6	DEC 16 2016	DP SUBMISSION	TK
5	DEC.02.2016	PER CLIENT COMMENTS	DB
4	OCT.26.2016	PER MOST RECENT ARCH. FILE	DB
3	JUL.27.2016	PER NEW SITE PLAN	BN
2	APR.8.2016	PER FIRST ADP COMMENTS	TK
1	09.APR.16	PER NEW SITE PLAN FROM ARCHT	TK

SEAL:

PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE

DRAWING TITLE:
TREE PLAN

DATE: FEB 5TH 2016
SCALE: 1/16"=1'-0"
DRAWN:TC
DESIGN:TC
CHK'D: MM

DRAWING NUMBER:
L4
OF 17

M2LA PROJECT NUMBER: JOB NO 16017

Schedule "D"

REFERENCE PLAN TO ACCOMPANY CITY OF MAPLE RIDGE HIGHWAY CLOSURE AND DEDICATION REMOVAL BYLAW NUMBER 7291–2016 OF PORTIONS OF ROAD DEDICATED BY PLANS 9190 AND 9236 ALL OF DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT

Plan EPP65494

PURSUANT TO SECTION 120 LAND TITLE ACT
PURSUANT TO SECTION 40 COMMUNITY CHARTER
BCGS 92G.028

0 25 50 m

The intended plot size of this plan is 560 mm in width by 864 mm in height (D SIZE) when plotted at a scale of 1:500

Integrated Survey Area No. 36, Maple Ridge, NAD83 (CSRS), 4.0.0.BC.1.GVRD

Grid bearings are derived from observations between geodetic control monuments 84H0097 and 84H0106 and are referred to the central meridian of UTM Zone 10N.

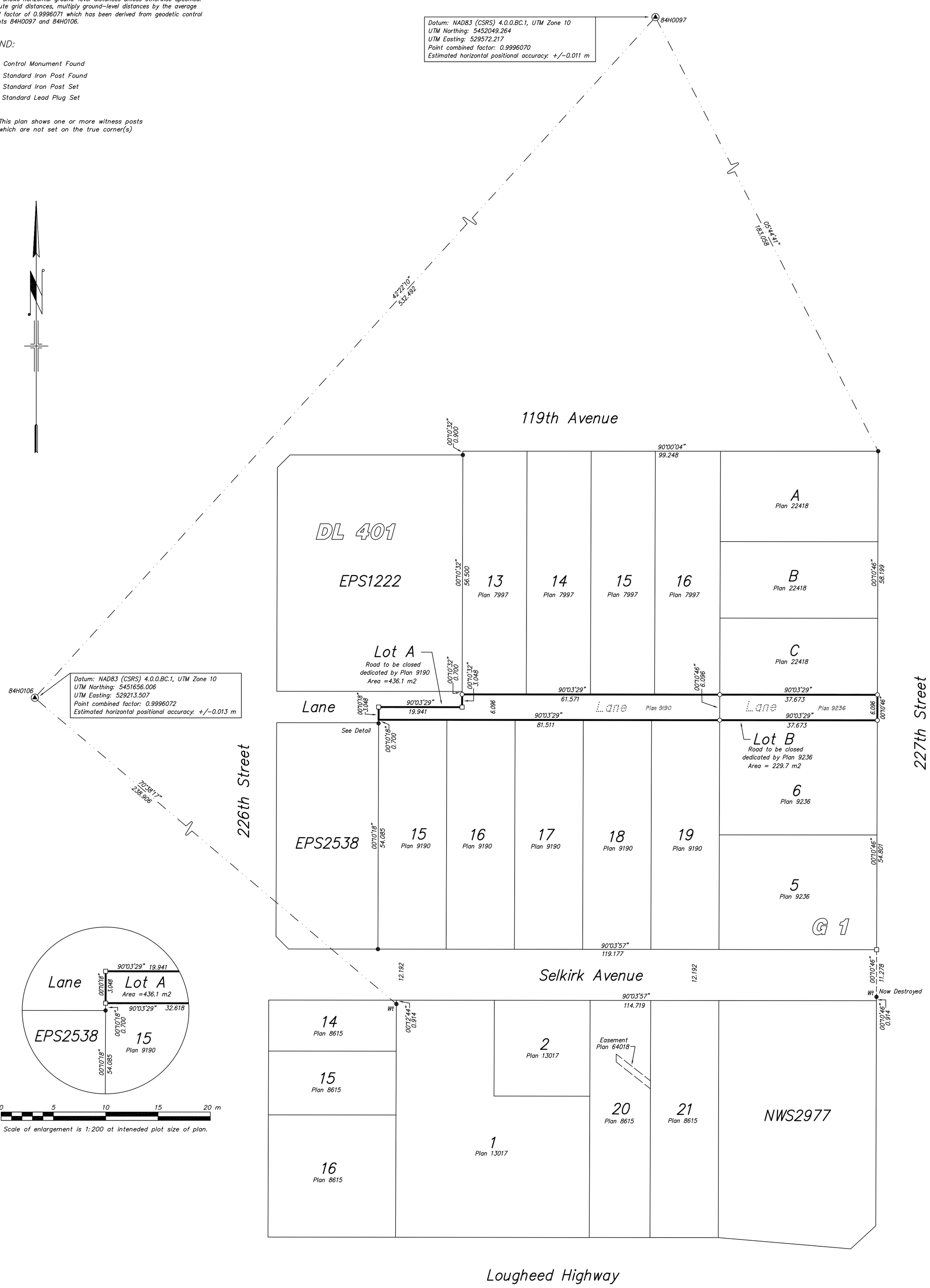
The UTM coordinates and estimated horizontal positional accuracy achieved are derived from the MASCOT published coordinates and standard deviations for geodetic control monuments 84H0097 and 84H0106.

This plan shows horizontal ground–level distances unless otherwise specified. To compute grid distances, multiply ground–level distances by the average combined factor of 0.9996071 which has been derived from geodetic control monuments 84H0097 and 84H0106.

LEGEND:

- Control Monument Found
- Standard Iron Post Found
- Standard Iron Post Set
- Standard Lead Plug Set

Note: This plan shows one or more witness posts which are not set on the true corner(s)



Scale of enlargement is 1:200 at inteneded plot size of plan.

AREAS TO BE CLOSED

Book Of Reference	
Description	Area (m2)
Part Road DL 401 G1 NWD Plan 9190	436.1
Part Road DL 401 G1 NWD Plan 9236	229.7

This plan lies within the Greater Vancouver Regional District

The field survey represented by this plan was completed on the 21st day of September, 2016.
Mike Bernemann, BCLS 793

REFERENCE PLAN OVER PARTS OF:

Plan EPP65495

LOTS 13 TO 16 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 7997,
LOTS A, B, AND C DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 22418,
LOTS A AND B DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65494,
LOTS 5 AND 6 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 9236
LOTS 15 AND 16 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 9190

PURSUANT TO SECTION 107 LAND TITLE ACT

BCGS 92G.028

0 25 50 m

The intended plot size of this plan is 560 mm in width by 864 mm in height (D SIZE) when plotted at a scale of 1:500

Integrated Survey Area No. 36, Maple Ridge, NAD83 (CSRS), 4.0.0.BC.1.GVRD

Grid bearings are derived from observations between geodetic control monuments 84H0097 and 84H0106 and are referred to the central meridian of UTM Zone 10N.

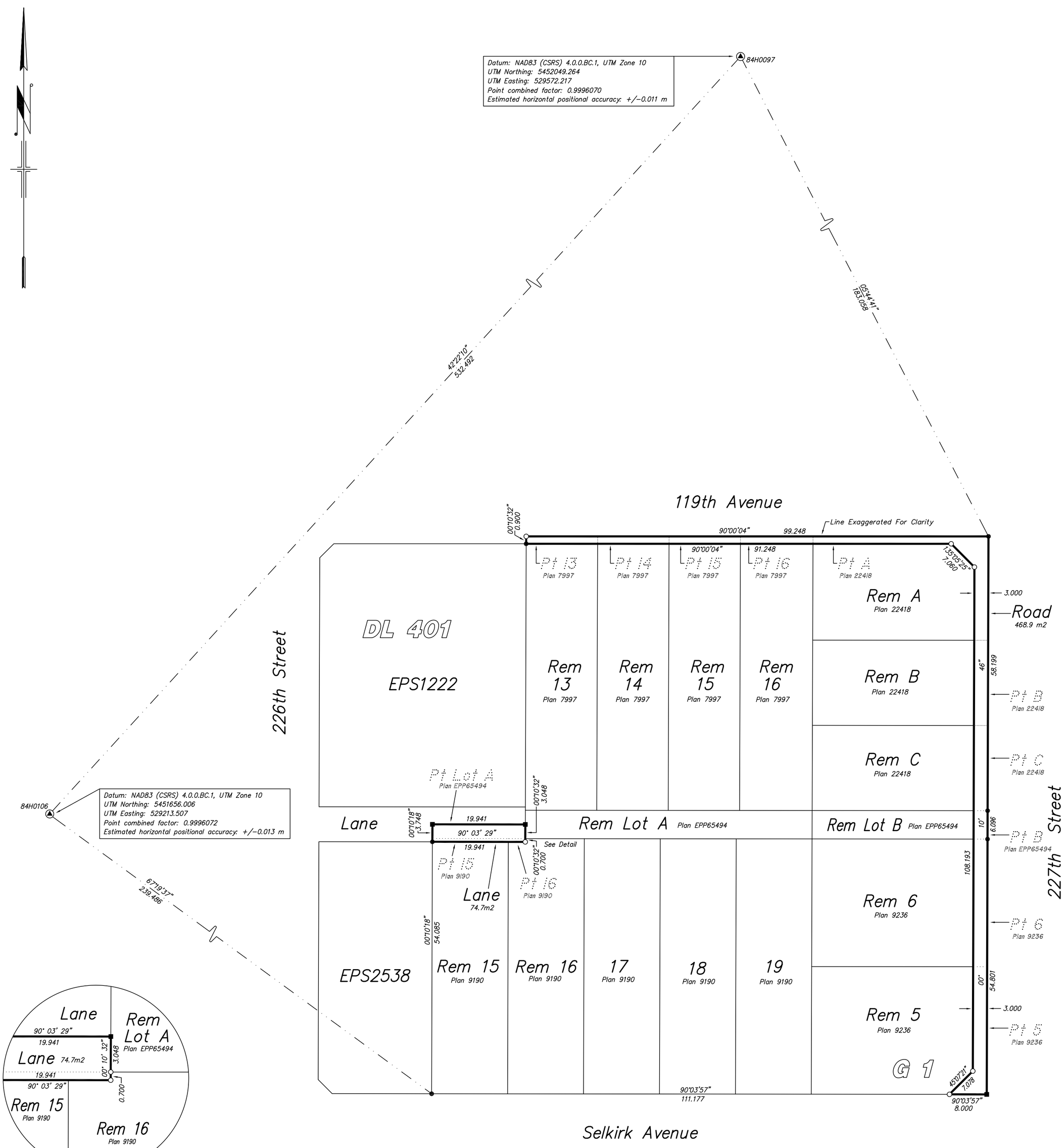
The UTM coordinates and estimated horizontal positional accuracy achieved are derived from the MASCOT published coordinates and standard deviations for geodetic control monuments 84H0097 and 84H0106.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9996071 which has been derived from geodetic control monuments 84H0097 and 84H0106.

LEGEND:

- Control Monument Found
- Standard Iron Post Found
- Standard Iron Post Set
- Standard Lead Plug Found

Note: Some Lines Have Been Exaggerated For Clarity.



Scale of enlargement is 1:200 at inteneded plot size of plan.

This plan lies within the jurisdiction of the Approving Officer for the District of Maple Ridge

This plan lies within the Greater Vancouver Regional District

The field survey represented by this plan was completed on the 26th day of May, 2017
Mike Bernemann, BCLS 793

TERMS OF INSTRUMENT - PART 2
Section 219 Covenant

THIS COVENANT dated for reference the ____ day of _____, 201__,

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated in British Columbia under No. BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley, BC, V3A 1N9

(the "Developer")

AND:

CITY OF MAPLE RIDGE, a municipality incorporated under the *Community Charter*, and having its office at 11995 Haney Place, Maple Ridge, BC, V2X 6A9

("City")

WHEREAS:

A. The Developer is the registered owner in fee simple of those lands and premises in Maple Ridge, British Columbia which are legally described in Item 2 of the Form C attached hereto ("Lot ___");

B. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;

C. The City, after a request for proposal process, sold Lot ___to the Developer on the condition that Lot ___ is developed in conformance with the Developer's development proposal, including the provision of amenities for the development;

D. [***AMEND AS REQUIRED***] An agreement on these same terms is also registered or is expected to be registered against another portion of this development being PID: ____, Lot _____, [***list other three lots***] and it is intended that this Agreement and the agreement registered on those other properties shall be read as one agreement and the defined term "Lands" includes those other properties together with Lot _____.

E. The Developer wishes to grant and City wishes to accept these covenants over Lot ___restricting the use and subdivision of Lot ___in the manner herein provided;

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

Grant of Section 219 Covenant

1. The Developer hereby covenants, promises and agrees, pursuant to the Section 219 of the *Land Title Act*, as amended, that the Developer shall not subdivide, not build, use or not use Lot ___, as the case may be, and may not apply for a building permit or occupancy permit as the case may be, except as provided for in Attachment "1" attached hereto.

Costs

2. The Developer shall comply with all the requirements of this Agreement at its own cost and expense.

Construction Standards

3. All works and services required to be undertaken by the Developer pursuant to this Agreement shall be completed to City's applicable bylaw standards for those works and services and to the satisfaction of City.

Plans

4. Where a covenant, right of way or other document required by this Agreement requires a survey or other plan, the Developer shall be solely responsible, at its own cost, for preparation of the document, including the survey and the plan.

Registration

5. The Developer agrees to do everything necessary, at the Developer's expense, to ensure that this Agreement is registered against title to Lot ___with priority over all financial charges, financial liens and financial encumbrances that are registered, or the registration of which is pending at the time of application for registration of this Agreement, except those in favour of City.

Priority

6. Where any part of this Agreement requires the Developer to grant City a further covenant, statutory right of way or other interest in land as a condition of a subdivision or use of Lot ___, the Developer shall apply to register that document, at its own cost, in priority to all registered and pending financial charges.

Severance

7. 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 the Agreement.

Runs with Lands

8. The covenants set forth herein shall charge Lot ___pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with Lot ___and bind Lot ___ands and every part or parts thereof, and shall attach to and run with Lot ___and each and every part to which Lot ___may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of Lot ___, but shall charge the whole of the interest of such purchaser and shall continue to run with Lot ___and bind Lot ___and all future owners of Lot ___and any portion thereof.

Other Development Requirements

9. The Developer acknowledges and agrees that this Agreement does not include all the requirements for development of Lot ___or any portion of Lot ___, and that prior to construction or other development work, the Developer must obtain all necessary development permits, development variance permits, building permits, and other required approvals from City. The Developer acknowledges and agrees that acceptance of this Agreement by City is not confirmation that permits and other approvals will be granted or given by City.

Specific Relief

10. Because of the public interest in ensuring that all of the matters described in this agreement, and the provisions of all applicable laws, are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British

Columbia at the instance of the Municipality, in the event of an actual or threatened breach of this agreement.

Indemnity

11. The Developer hereby releases, indemnifies and saves harmless City, its elected officials, officers, employees, agents and others for whom City is responsible at law from and against any and all manner of actions, causes of actions, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising out of or in any way due to or relating to the granting or existence of this Agreement or the carrying out of the transactions contemplated by it.

Interpretation

12. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

Bylaw to the Contrary

13. This Agreement shall restrict the subdivision and use of Lot ___in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of City.

Other Requirements

14. The Developer acknowledges that satisfaction of the conditions established by this Agreement does not relieve the Developer from complying with all enactments and lawful requirements in relation to the subdivision and use of Lot ___.

Further Assurances

15. The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

Waiver

16. Waiver by City of any default by the Developer shall not be deemed to be a waiver of any subsequent default.

Powers Preserved

17. Nothing contained or implied herein shall prejudice or affect the rights and powers of City in the exercise of its functions pursuant to the *Local Government Act* or the *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to Lot ___, all of which may be fully and effectively exercised in relation to Lot ___as if this Agreement had not been executed and delivered by the Developer.

Enurement

18. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

Municipal Discretion

19. Wherever in this Agreement the approval of City is required, some act or thing is to be done to the satisfaction of City, or City is entitled to form an opinion or is given a sole discretion:

    (a) The relevant provision is not deemed fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by a representative of City;

    (b) The approval, opinion or satisfaction is in the discretion of City in its sole and unfettered discretion; and

    (c) City is under no public law duty of fairness or natural justice and may do any of those things in the same manner as if it were a private party and not a public body.

References

20. Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

City's Representative

21. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by City's Director of Planning or his/her delegate ("Planner").

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

ATTACHMENT "1"

Siting and Development

1. All buildings and structures to be constructed or erected on the Lands shall be constructed or erected in compliance with the Design Guidelines, attached hereto as Attachment "2". The City's Planner is hereby authorized to approve minor amendments to the Design Guidelines provided that such amendments are consistent with the overall character and intent of the original Design Guidelines. All references to Phases in this Attachment "1" refer to the buildings to be built in phases as shown on the Design Guidelines.

2. The Lands shall not be occupied for residential purposes unless the Developer has constructed, installed and completed all trees, shrubs, flowers, structural soils or approved alternative, irrigation systems, screening, decorative pavers, decorative concrete, decorative brick, decorative lighting, water features, seating areas and other aesthetic features to be constructed and installed on the Lands, as shown on the Design Guidelines to the satisfaction of the Planner, on or before the date that is ninety (90) days following the substantial completion of all dwellings to be constructed on the Lands .

3. All vehicular traffic through the Lands will be prohibited except through the east-west corridor marked "Lane" on page DP1.2 of the Design Guidelines.

4. The Developer will make provision for routes for pedestrian, wheelchair and bicycle transportation through the development, including granting easements for passage over the Lands or common property as the case may be, to the satisfaction of the Planner.

Public Art

5. The Lands shall not be occupied for residential purposes unless the Developer has provided one or more pieces of public art, such as statuary, to be situated on the Lands, at a minimum collective value of twenty thousand dollars ($20,000.00), to the satisfaction of the Planner. The Developer will inform the Planner of the exact number, situation and descriptions of the public art pieces, and the Developer will ensure the approved public art pieces are installed before the Developer makes application to the City for an occupancy permit for that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496.

6. The public art pieces described in section 5 above shall be maintained in perpetuity by the Developer or its successors in title.

Child Care Centre

7. The Developer shall, as part of the development of that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496, construct a daycare space within that development being one commercial retail unit, of at least 150 $m^2$of indoor space (not including bathrooms and hallways) and 150 m^2 of exclusive-use outdoor space, for use as a 25-child daycare (the "Daycare Space").

8. No building or structure on that part of the Lands legally described as Lot 4 DL 401 Gp 1 NWD Plan EPP65496 shall be occupied until and unless the Developer has, to the satisfaction of the Planner and the Planner has confirmed same in writing:

    a. obtained an occupancy permit from the City of Maple Ridge for the Daycare Space, and

    b. entered into a written lease agreement with a daycare operator for use and operation of the Daycare Space.

9. Notwithstanding the City's zoning bylaw or any other bylaws or changes to any Provincial legislation regulating day care spaces, the Developer will use the Daycare Space only for the operation of a daycare.

Green Building – LEED Certified Equivalency

10. Prior to applying for an occupancy permit in respect of any commercial buildings on the Lands, the Developer will ensure that the commercial and multi-family residential buildings on the Lands are constructed in a manner that is equivalent to or exceeds the 'LEED Certified' building standard set by the Canada Green Building Council in effect as at the date of the Phased Development Agreement, exclusive of any performance requirements of that standard ("LEED Certified"). The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the LEED Certified standard of construction in effect as of the date of this Agreement, exclusive of any performance requirements of that standard, and provide written confirmation to the City. For clarity, the parties anticipate that the Developer will employ the following methods:

    a. Low-impact development standards, including absorbent soils, naturalized landscaping and xeriscaping, and permeable surfaces;

    b. Rain water recovery systems;

    c. Organic waste facilities;

d. Infrastructure for future alternative energy sources;

e. Roof gardens and permeable paving to reduce impervious surfaces;

f. Reduced indoor and outdoor water use through fixture selection and irrigation requirements;

g. Optimize energy efficiency through fixture and appliance selection, extensive use of daylight, and maximized envelope performance;

h. Materials are environmentally, economically, and socially have preferable life-cycle impacts;

i. Reduce construction water and divert materials wherever possible;

j. Enhance indoor air quality, thermal comfort and overall well-being by: conducting air quality assessment, utilizing low-emitting materials, maximizing natural ventilation, offering individual control of air temperature, maximizing daylight and providing unobstructed views for the majority of living control of air temperatures, maximizing daylight and providing unobstructed views for the majority of living commercial spaces; and

k. Electrical vehicle charging stations and provision for Electrical Vehicles:

    i. Public parking: one Level 3 fast-charging receptacle located within the public surface parking area to be provided and wired to city power;

    ii. CRU tenant parking: install conduit to allow for one Level 2 charging receptacle per CRU unit; and

    iii. Residents' parking: install conduit to 10% of the parking stalls to allow for future Level 1 charging receptacles.

<u>Rental Housing – Affordable Rental and Market Rental</u>

11. The Developer shall not construct any building or structure on the Lands or apply for a building permit in respect of the Lands, and the City shall not be obliged to issue a building permit in respect of the Lands, unless and until the Developer has entered into a housing agreement with the Municipality pursuant to section 483 of the *Local Government Ac*t in respect of the following number of units, in perpetuity:

    a. 5 rental units in Phase 1, being:

        i. 2 – two bedroom units, rented at market rate,

        ii. 2 – three bedroom units, rented at market rate, and

        iii. 1 -two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.

b. 4 rental units in Phase 2, being:

   i. 3 – one bedroom units, rented at market rate, and

   ii. 1 – 3 bedroom unit, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.

c. 5 rental units in Phase 3

   i. 2 – two bedroom units, rented at market rate,

   ii. 2 – three bedroom units, rented at market rate, and

   iii. 1 – two bedroom units, rented at affordable non-market rate, and fully accessible as described in the BC Building Code.

d. 7 affordable non-market units in Phase 4

   i. 3 – two bedroom units, rented at affordable non-market rate, and

   ii. 4 – one bedroom units, rented at affordable non-market rate, with 2 of these being fully accessible as described in the BC Building Code.

For clarity, in the Housing Agreement for the 10 affordable non-market units, rent will be set at a maximum of 30% of average household income (as published by BC Housing or Stats Canada). The Housing Agreement will define affordable non-market rents, the criteria for qualified renters, any qualifications on ownership of the rental units, and the forms of tenure for the units.

<u>Adaptable Units</u>

12. Prior to applying for an occupancy permit in respect of any residential building on the Lands, ensure a minimum of 10% of the residential buildings are built on the Lands in accordance with the SAFERhome standard for Multi-Storey Residential Towers, published by the Saferhome Standards Society ("Saferhome Standard"), including, but not limited to, the following adaptable criteria:

    a. Thresholds (including doorways and showers);

    b. Backing/reinforcement for future grab bars in washrooms and at stairs;

    c. Doors – as wide as possible; easily operated hardware (lever sets); and

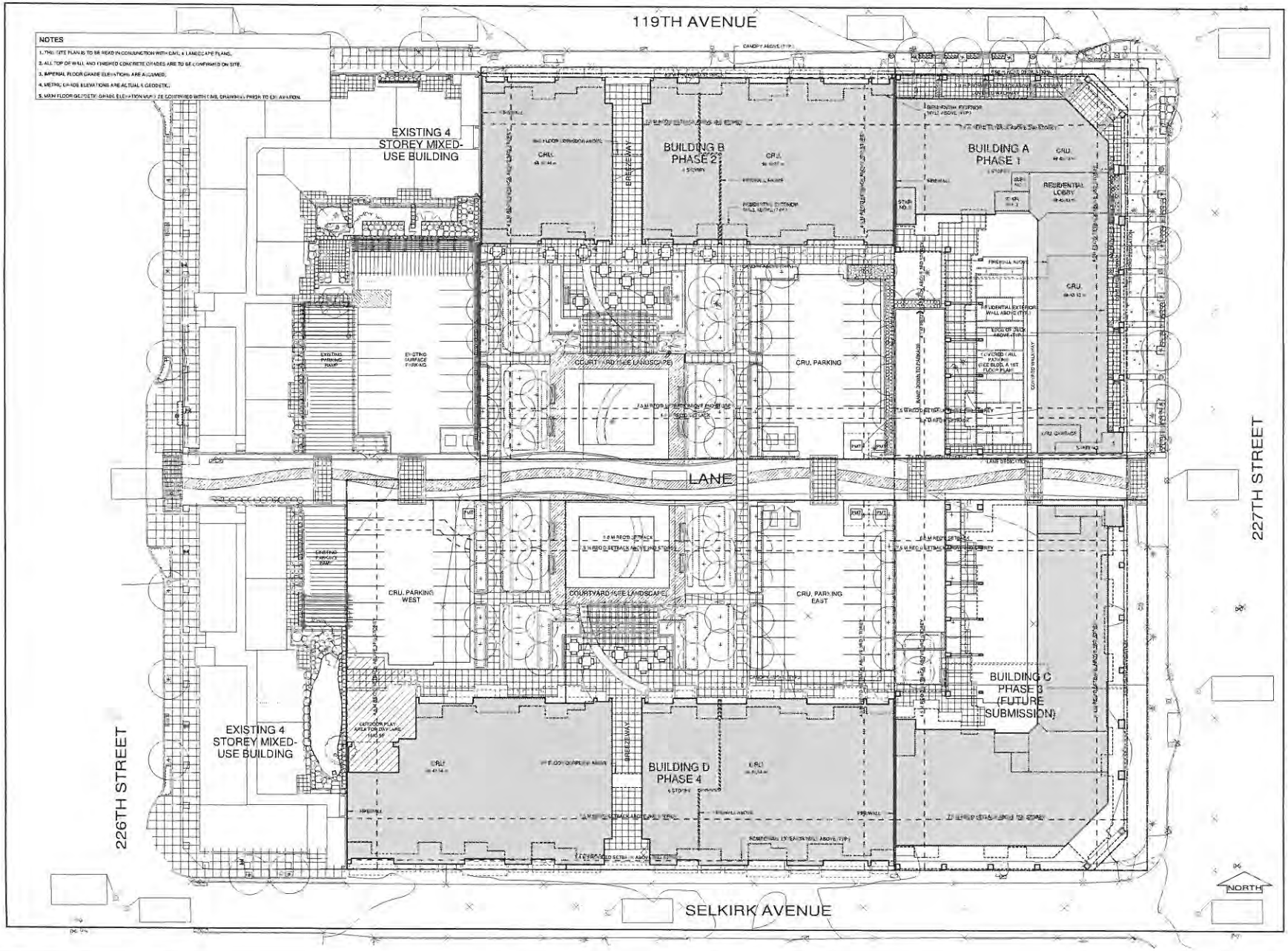
    d. Passageways and pinch points

    The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the *Saferhome* Standard of construction in effect as of the date of this Agreement, and provide written

confirmation to the City. For clarity, the units constructed to the Saferhome Standard will not also be counted as units that comply with the accessibility requirements of the BC Building Code as described in section 11 above.

Restriction on Subdivision

13. The Developer shall not subdivide any portion of the Lands by way of strata plan under the *Strata Property Act* unless the Planner states in writing that the Planner is satisfied that the Developer has met or is on track to meet all requirements of this Agreement.



No.	Description	Date
1d	ISSUED FOR CLIENT REVIEW	DEC. 14, 2018
2b	ISSUED FOR CLIENT REVIEW	DEC. 14, 2018
3a	ISSUED FOR COORDINATION	NOV. 06, 2018
3b	ISSUED FOR CLIENT REVIEW	NOV. 22, 2018
3c	ISSUED FOR COORDINATION	NOV. 3, 2018
3d	ISSUED FOR COORDINATION	OCT. 5, 2018
1a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 12, 2016

REVISIONS:

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CONSULTANT:

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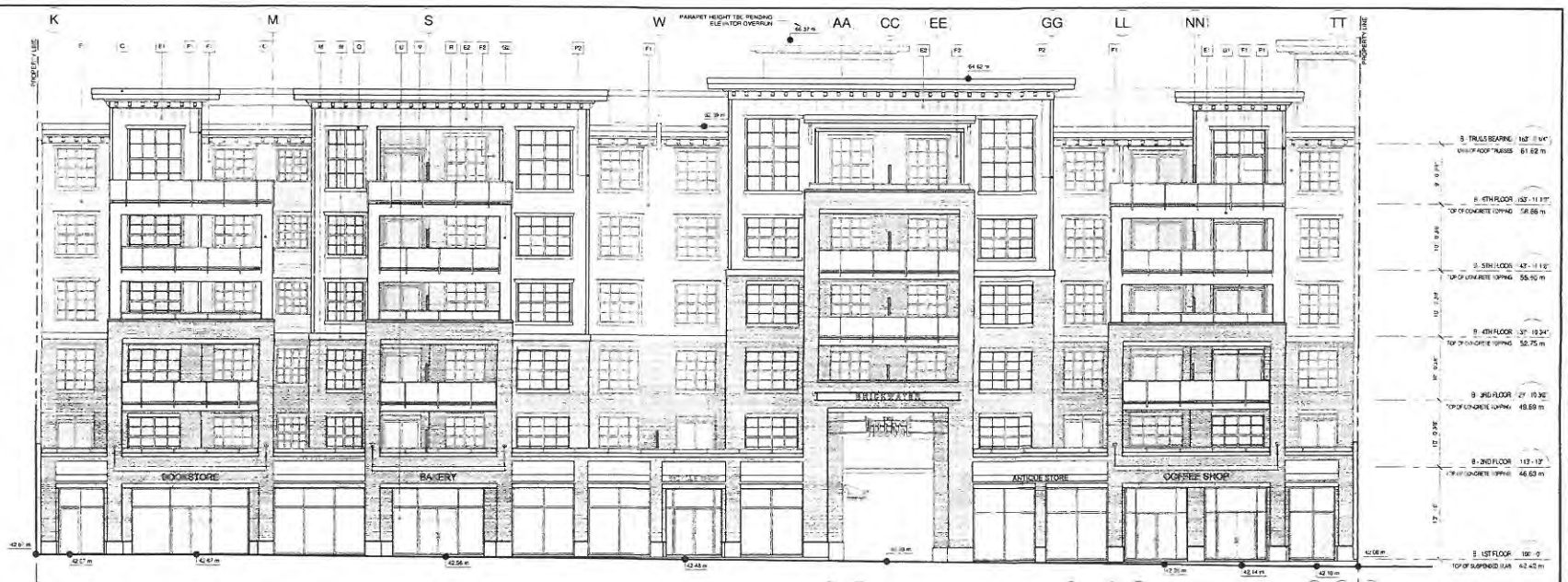
PROJECT:
FALCON VILLAGE
MAPLE RIDGE

DATE:	APRIL 2017
SCALE:	As indicated
DRAWN:	WF ZE AF HB TF

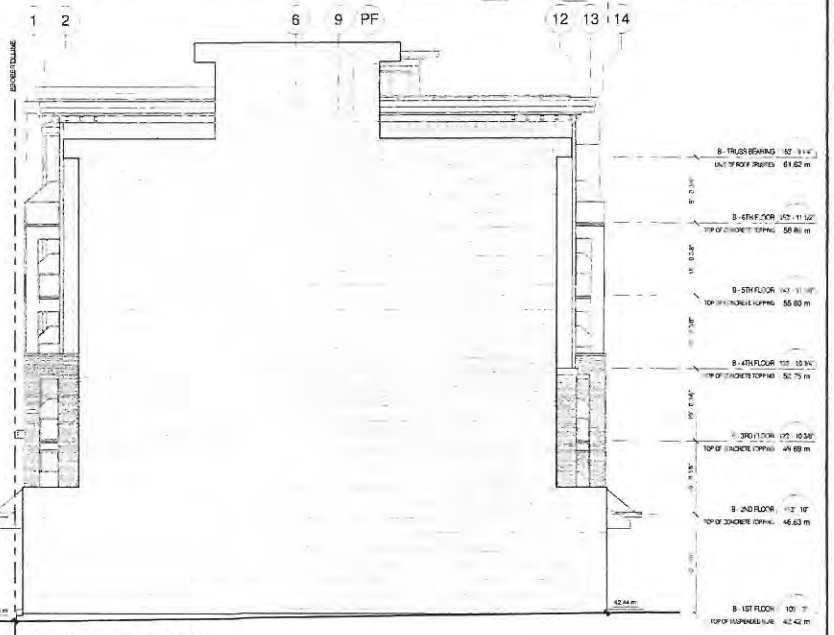
DRAWING TITLE:
SITE PLAN

JOB NO:	SHEET NO:
1509	DP1.2



NORTH ELEVATION

1/8" = 1'-0"



WEST ELEVATION

1/8" = 1'-0"

BUILDING FINISHES - BUILDING B

- - FASCIA - PAINTED BUILT-UP FASCIA BOARD
  COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
- E1 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
  COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- E2 - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
  COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- F1 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
  COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- F2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
  COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- G1 - WALL - PAINTED CEMENTITIOUS PANEL SIDING
  COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- G2 - WALL - PAINTED CEMENTITIOUS PANEL SIDING
  COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- M - WALL - BRICK VENEER
  MUTUAL MATERIALS CLASSIC RED
- N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
  COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
- P1 - TRIM - PAINTED 2x6 CORNER TRIM
  COLOUR TO MATCH JAMES HARDIE COBBLE STONE
- P2 - TRIM - PAINTED 2x6 CORNER TRIM
  COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE
- Q - TRIM - PAINTED 2x6 WINDOW TRIM
  COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
- R - GLAZING - VINYL FRAME WINDOW UNIT
  FRAME COLOUR TO BE FACTORY BLACK
- U - GLAZING - PREFABRICATED STOREFRONT
  FRAME COLOUR TO BE FACTORY BLACK
- V - MISC - METAL GUARD
  COLOUR TO BE FACTORY BLACK

NOTES:

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION

No.	Description	Date
7b	REISSUED FOR ADP (PARTIAL)	APR. 12 2017
6b	REISSUED FOR ADP	MAR. 15 2017
5b	REISSUED FOR ADP	MAR. 3 2017
4b	ISSUED FOR ADP	JAN. 25 2017
3b	ISSUED FOR DEVELOPMENT PERMIT	DEC. 16 2016
2b	ISSUED FOR CLIENT REVIEW	DEC. 16 2016
1b	ISSUED FOR CLIENT REVIEW	NOV. 23 2016

REVISIONS

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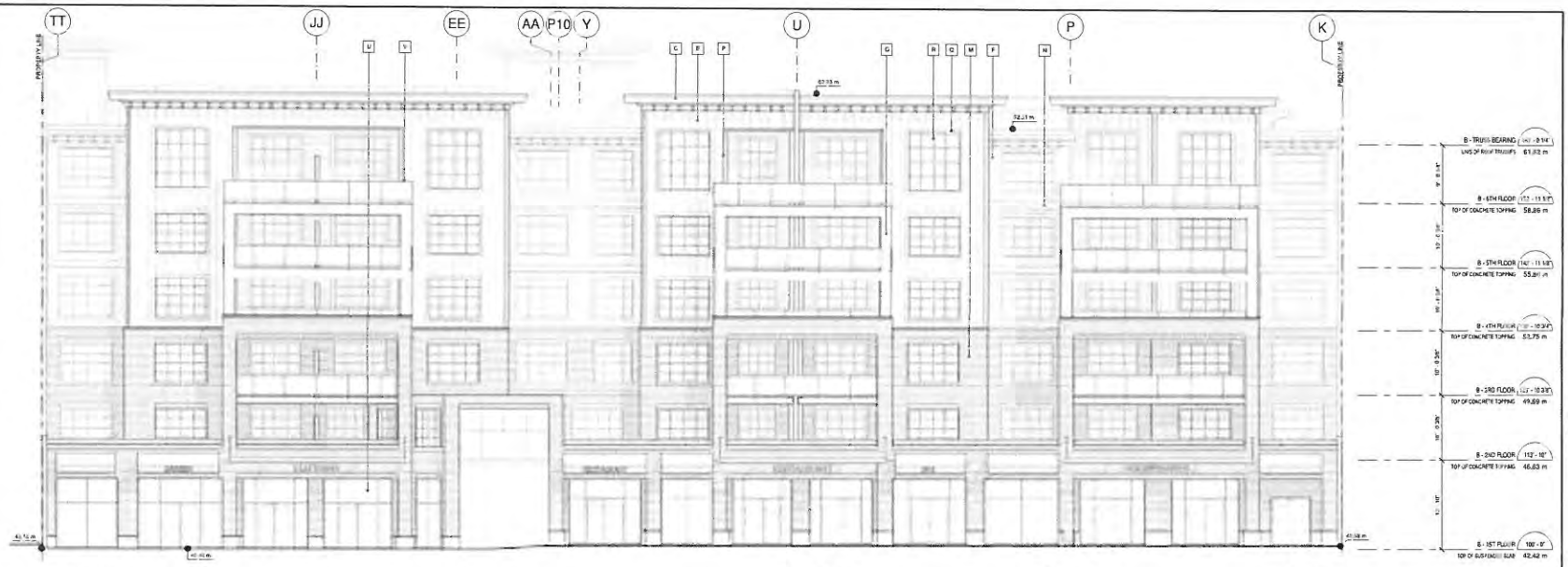
PROJECT:
BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11909 - 227th STREET, MAPLE RIDGE

DATE	APRIL 2016
SCALE	As indicated
DRAWN	WF TF HB AG AF

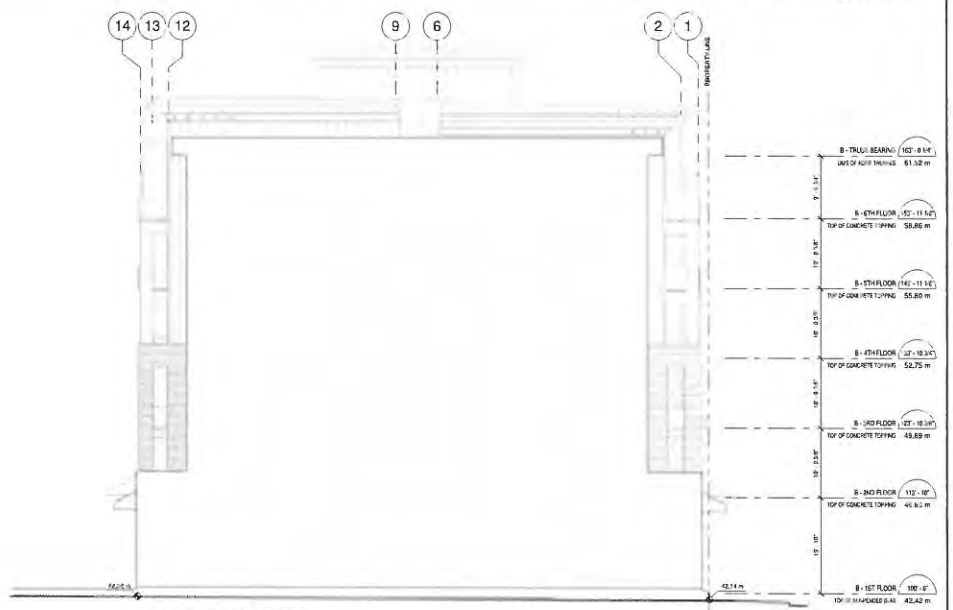
DRAWING TITLE:
ELEVATIONS

JOB NO.	SHEET NO.
1604	DP3.1b



SOUTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"

BUILDING FINISHES

A - ROOF - LAMINATED FIBREGLASS SHINGLES (40 YR. WARRANTY)
B - FASCIA - PAINTED 2x BUILT-UP FASCIA WITH PREFINISHED ALUMINUM GUTTERS WHERE REQUIRED
C - FASCIA - PAINTED 1x6 TRIM ON 2x12 FASCIA BOARD
D - WALL - PAINTED CEMENTITIOUS SHAKE SIDING
E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
F - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
G - WALL - PAINTED CEMENTITIOUS PANELS WITH TRIM
H - WALL - VINYL SHAKE SIDING
J - WALL - VINYL BOARD AND BATTEN SIDING
K - WALL - VINYL HORIZONTAL SIDING
L - WALL - CAST CONCRETE STONE
M - WALL - BRICK VENEER
N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
P - TRIM - PAINTED 2x6 CORNER TRIM
Q - TRIM - PAINTED 2x6 WINDOW TRIM
R - GLAZING - VINYL FRAME WINDOW UNIT
S - GLAZING - FIXED GLASS PANELS
T - GLAZING - SLIDING GLASS PANEL ON 42" HIGH PRE-FINISHED ALUMINUM RAIL WITH TRACK
U - GLAZING - PREFABRICATED STOREFRONT
V - MISC - METAL GUARD
W - MISC - STEEL TRELLIS

NOTES

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No.	Description	Date
2a	ISSUED FOR CLIENT REVIEW	DEC. 16, 2015
1a	ISSUED FOR CLIENT REVIEW	NOV. 22, 2015

REVISIONS:

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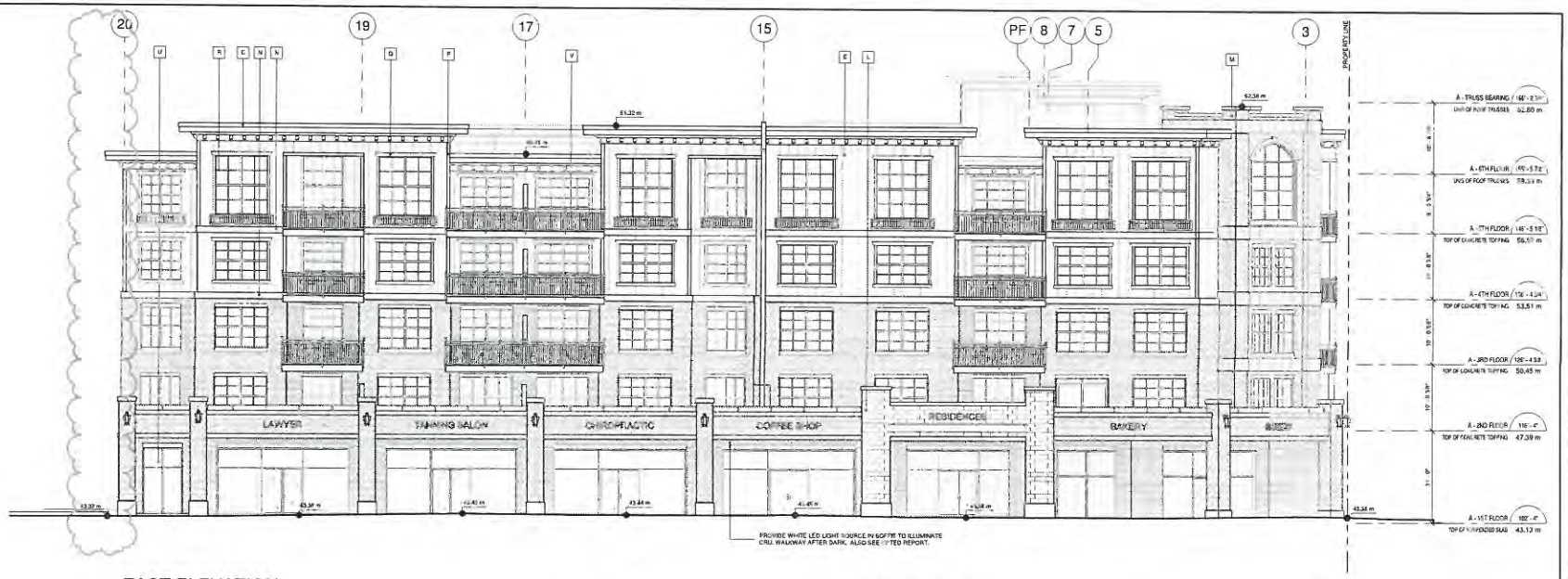
PROJECT:
FALCON VILLAGE
PHASE 2, BLDG B, 59 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WF TF AG AF

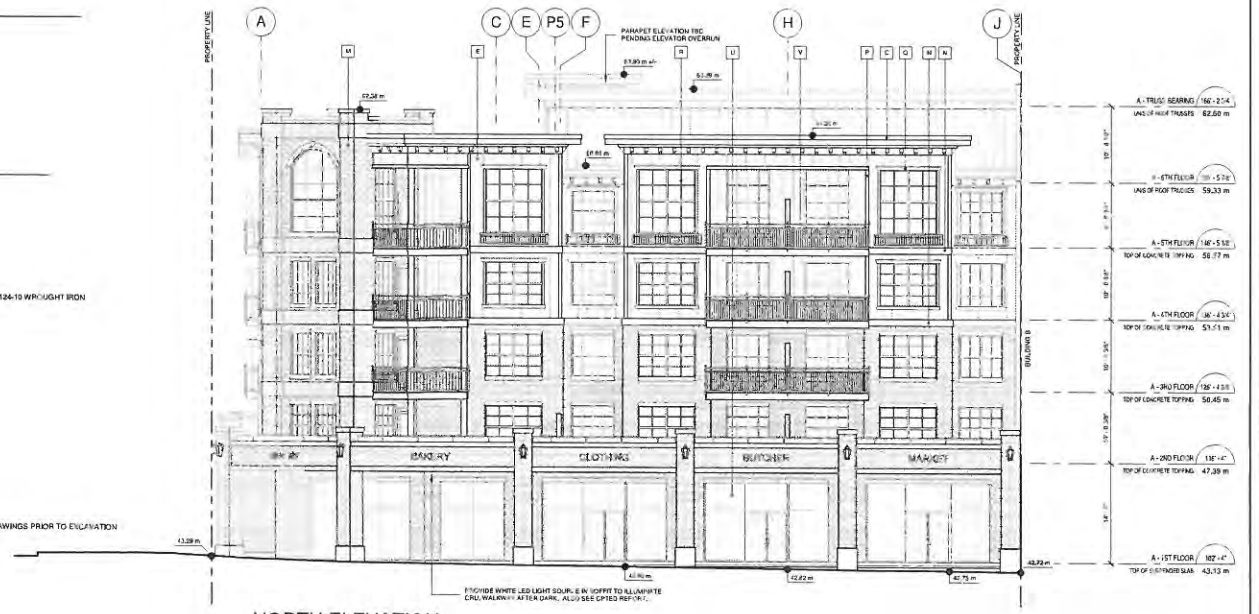
DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509-B	DP3.2b



EAST ELEVATION

1/8" = 1'-0" (1:96)



NORTH ELEVATION

1/8" = 1'-0" (1:96)

BUILDING FINISHES - BUILDING A

C - FASCIA - PAINTED 1x6 TRIM ON 2X12 FASCIA BOARD
COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON

E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

L - WALL - CAST CONCRETE STONE
ARRISCRAFT RENAISSANCE SANDBLASTED WHEAT

M - WALL - BRICK VENEER
MUTUAL MATERIALS CLASSIC USED

N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
COLOUR AT 4TH FLOOR AND AT ALL DECK EDGES TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
COLOUR AT 5TH FLOOR TO MATCH JAMES HARDIE COBBLE STONE

P - TRIM - PAINTED 2x6 CORNER TRIM
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

Q - TRIM - PAINTED 2x6 WINDOW TRIM
COLOUR TO MATCH BENJAMIN MOORE OC-30 GRAY MIST

R - GLAZING - VINYL FRAME WINDOW UNIT
FRAME COLOUR TO BE FACTORY BLACK

U - GLAZING - PREFABRICATED STOREFRONT
FRAME COLOUR TO BE FACTORY BLACK

V - MISC - METAL GUARD
COLOUR TO BE FACTORY BLACK

NOTES

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No.	Description	Date
7a	REISSUED FOR DEVELOPMENT PERMIT	JAN. 20, 2017
6a	ISSUED FOR COORDINATION	JAN. 13, 2017
5a	REISSUED FOR DEVELOPMENT PERMIT	DEC. 20, 2016
4a	ISSUED FOR COORDINATION	NOV. 25, 2016
3a	ISSUED FOR COORDINATION	NOV. 3, 2016
2a	ISSUED FOR COORDINATION	OCT. 6, 2016
1a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 12, 2015

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E: pw@pointswestarch.com

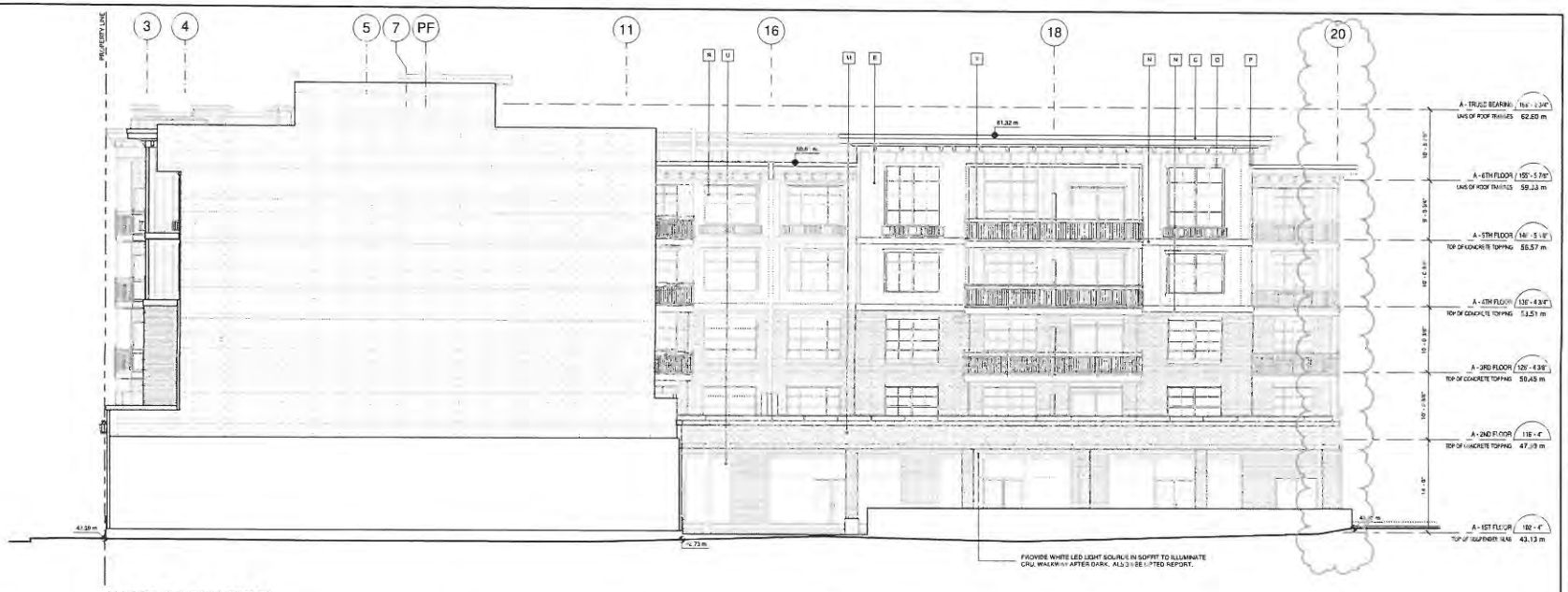
PROJECT:
BRICKWATER VILLAGE PHASE 1, BLDG A, 44 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WF TF HB AG

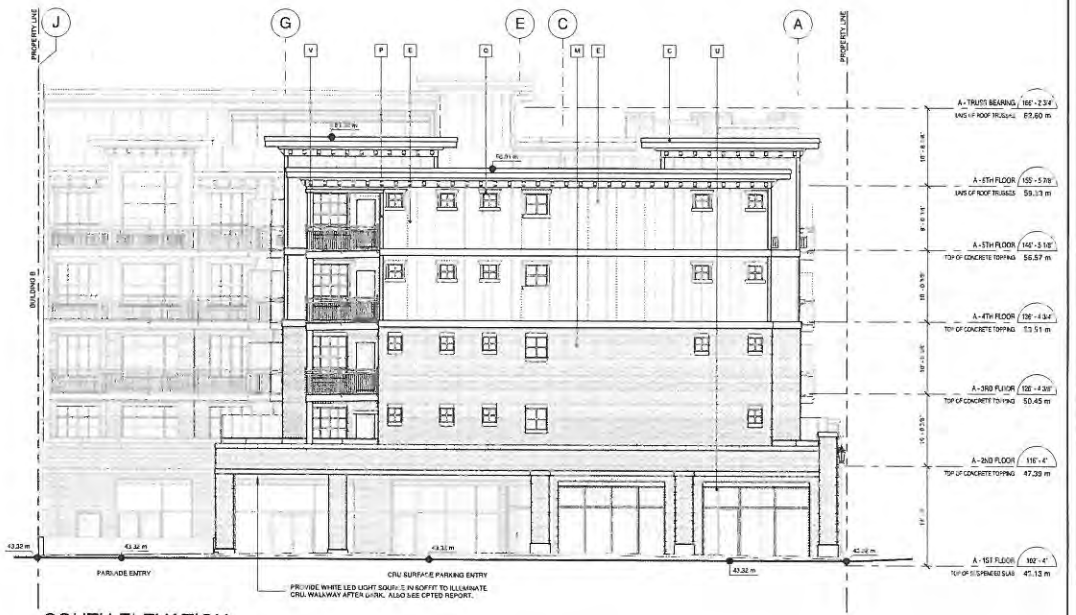
DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509	DP3.1a



WEST ELEVATION

1/8" = 1'-0" (1:96)



SOUTH ELEVATION

1/8" = 1'-0" (1:96)

BUILDING FINISHES - BUILDING A

C - FASCIA - PAINTED 1x6 TRIM ON 2x12 FASCIA BOARD
COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON

E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

L - WALL - CAST CONCRETE STONE
ARRISCRAFT RENAISSANCE SANDBLASTED WHEAT

M - WALL - BRICK VENEER
MUTUAL MATERIALS CLASSIC USED

N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
COLOUR AT 4TH FLOOR AND AT ALL DECK EDGES TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
COLOUR AT 5TH FLOOR TO MATCH JAMES HARDIE COBBLE STONE

P - TRIM - PAINTED 2x6 CORNER TRIM
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

Q - TRIM - PAINTED 2x6 WINDOW TRIM
COLOUR TO MATCH BENJAMIN MOORE OC-30 GRAY MIST

R - GLAZING - VINYL FRAME WINDOW UNIT
FRAME COLOUR TO BE FACTORY BLACK

U - GLAZING - PREFABRICATED STOREFRONT
FRAME COLOUR TO BE FACTORY BLACK

V - MISC - METAL GUARD
COLOUR TO BE FACTORY BLACK

NOTES

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No.	Description	Date
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5a	REISSUED FOR DEVELOPMENT PERMIT	DEC. 20, 2016
4a	ISSUED FOR COORDINATION	NOV. 25, 2016
3a	ISSUED FOR COORDINATION	NOV. 3, 2016
2a	ISSUED FOR COORDINATION	OCT. 6, 2016
1a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 12, 2013

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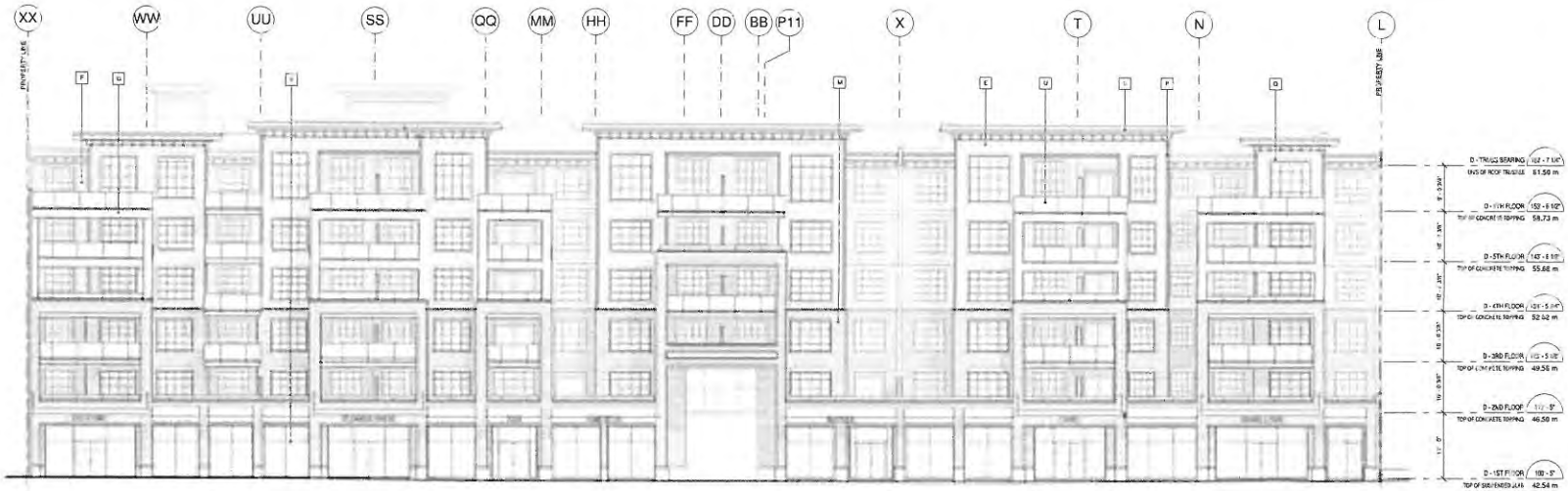
PROJECT:
BRICKWATER VILLAGE PHASE 1, BLDG A, 44 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WF TF HB AG

DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509	DP3.2a



SOUTH ELEVATION

3/32" = 1'-0"

BUILDING FINISHES

A - ROOF - LAMINATED FIBREGLASS SHINGLES (40 YR. WARRANTY)
B - FASCIA - PAINTED 2x BUILT-UP FASCIA WITH PREFINISHED ALUMINUM GUTTERS WHERE REQUIRED
C - FASCIA - PAINTED 1x6 TRIM ON 2X12 FASCIA BOARD
E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
F - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
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L - WALL - CAST CONCRETE STONE
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P - TRIM - PAINTED 2x6 CORNER TRIM
Q - TRIM - PAINTED 2x6 WINDOW TRIM
R - GLAZING - VINYL FRAME WINDOW UNIT
S - GLAZING - FIXED GLASS PANELS
T - GLAZING - SLIDING GLASS PANEL ON 42" HIGH PRE-FINISHED ALUMINUM RAIL WITH TRACK
U - GLAZING - PREFABRICATED STOREFRONT
V - MISC - METAL GUARD
W - MISC - STEEL TRELLIS

NOTES

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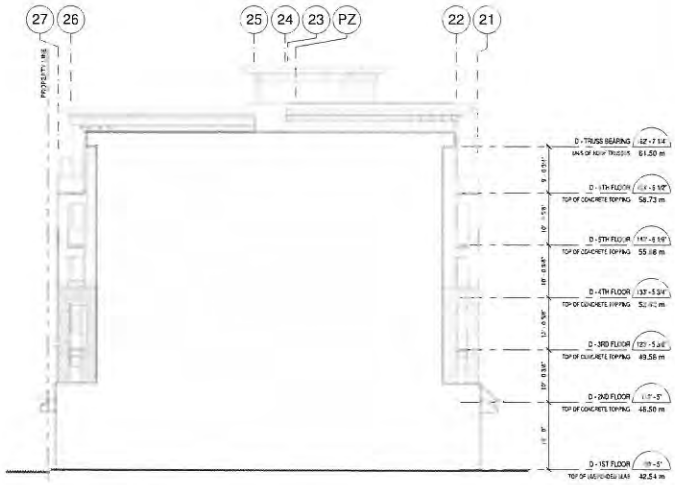

EAST ELEVATION

3/32" = 1'-0"

No.	Description	Date
1d	ISSUED FOR CLIENT REVIEW	DEC. 16, 2016

REVISIONS:

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CONSULTANT:

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203 - 2150 W. Railway St., Vancouver, B.C. V6C 1G8
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FAX: 604-684-8556
E: pwa@pointswestarch.com

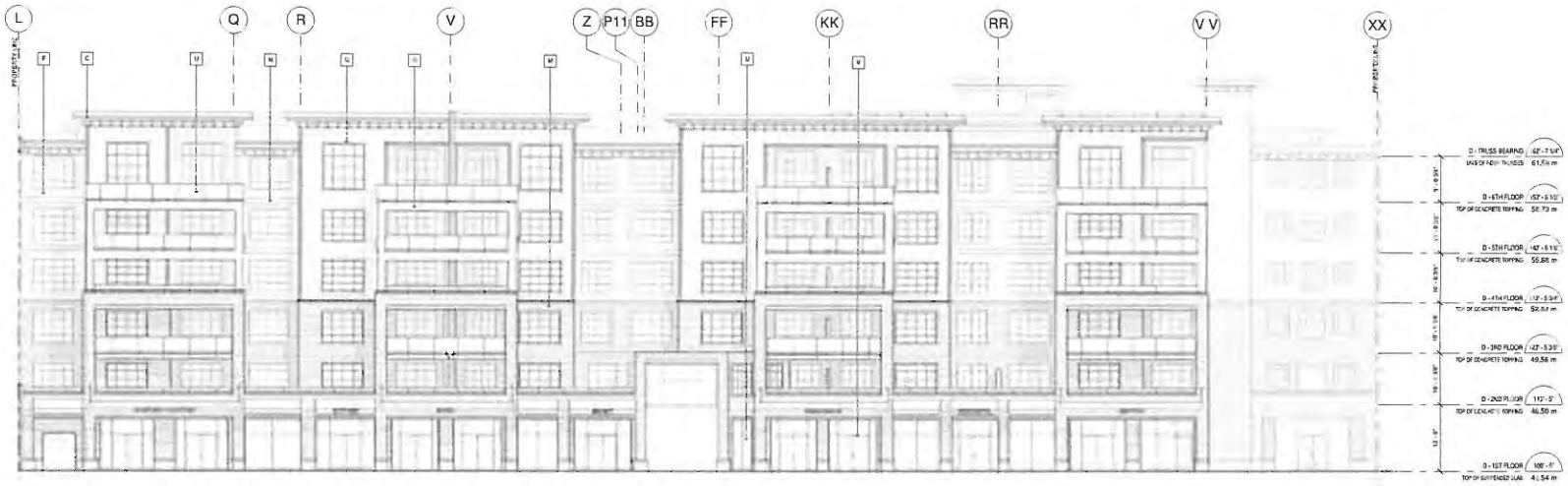
PROJECT:
FALCON VILLAGE,
BLDG D, 79 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	MF TF AF

DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509-D	DP3.1d



NORTH ELEVATION

3/32" = 1'-0"

BUILDING FINISHES

A - ROOF - LAMINATED FIBREGLASS SHINGLES (40 YR. WARRANTY)
B - FASCIA - PAINTED 2x BUILT-UP FASCIA WITH PREFINISHED ALUMINUM GUTTERS WHERE REQUIRED
C - FASCIA - PAINTED 1x6 TRIM ON 2X12 FASCIA BOARD
E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
F - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
G - WALL - PAINTED CEMENTITIOUS PANELS WITH TRIMS
L - WALL - CAST CONCRETE STONE
M - WALL - BRICK VENEER
N - TRIM - PAINTED 2-12 MIDBAND & FLASHING (TYPICAL)
P - TRIM - PAINTED 2x6 CORNER TRIM
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R - GLAZING - VINYL FRAME WINDOW UNIT
S - GLAZING - FIXED GLASS PANELS
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U - GLAZING - PREFABRICATED STOREFRONT
V - MISC - METAL GUARD
W - MISC - STEEL TRELLIS

NOTES

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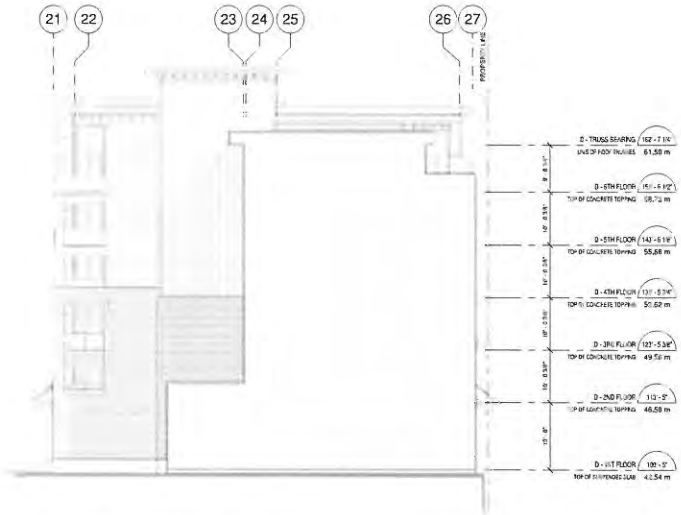

WEST ELEVATION

3/32" = 1'-0"

1st ISSUED FOR CLIENT REVIEW DEC. 16, 2016
No. Description Date

REVISIONS:

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CONSULTANT:

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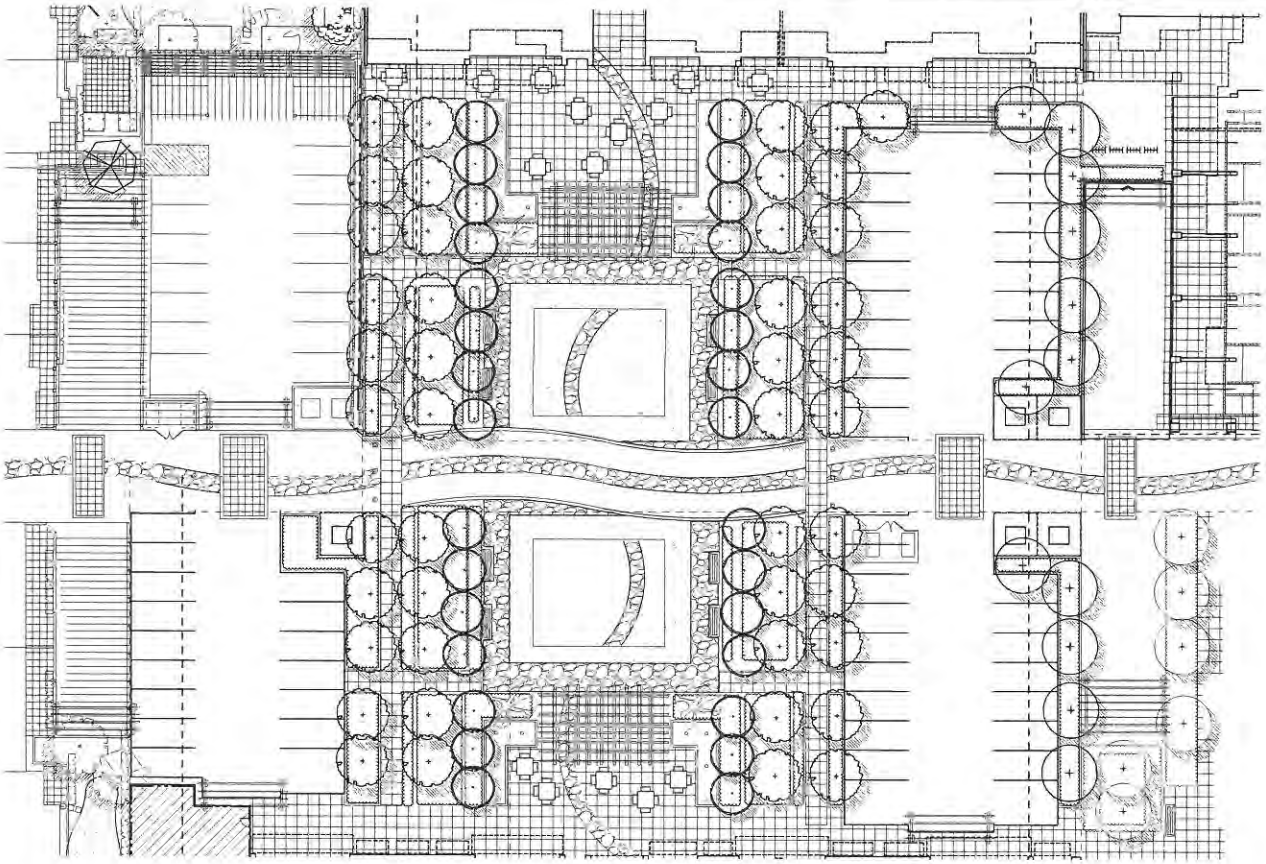
PROJECT:
FALCON VILLAGE,
BLDG D, 79 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	SWF TF AF

DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509-D	DP3.2d



PLANT SCHEDULE

M2 JOB NUMBER: 9x-xxx

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE	12	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	8CM CAL; 2M STD; B&B
	46	CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPEAN HORNBEAM	7 CM CAL; B&B; 1.8M STD
	30	CORNUS KOUSA 'WOLFEYES'	WOLFEYES CHINESE DOGWOOD	3M HT; 15M STD; B&B

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNTA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW: MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

16017-SL.zip

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M2 LANDSCAPE ARCHITECTURE

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

N

NO	DATE	REVISION DESCRIPTION	DR.
6	DEC 16 2016	DP SUBMISSION	TK
5	DEC.02.2016	PER CLIENT COMMENTS	DB
4	OCT.26.2016	PER MOST RECENT ARCH. FILE	DB
3	JUL.27.2016	PER NEW SITE PLAN	BN
2	APR.8.2016	PER FIRST ADP COMMENTS	TK
1	09.APR.16	PER NEW SITE PLAN FROM ARCHT	TK

SEAL:

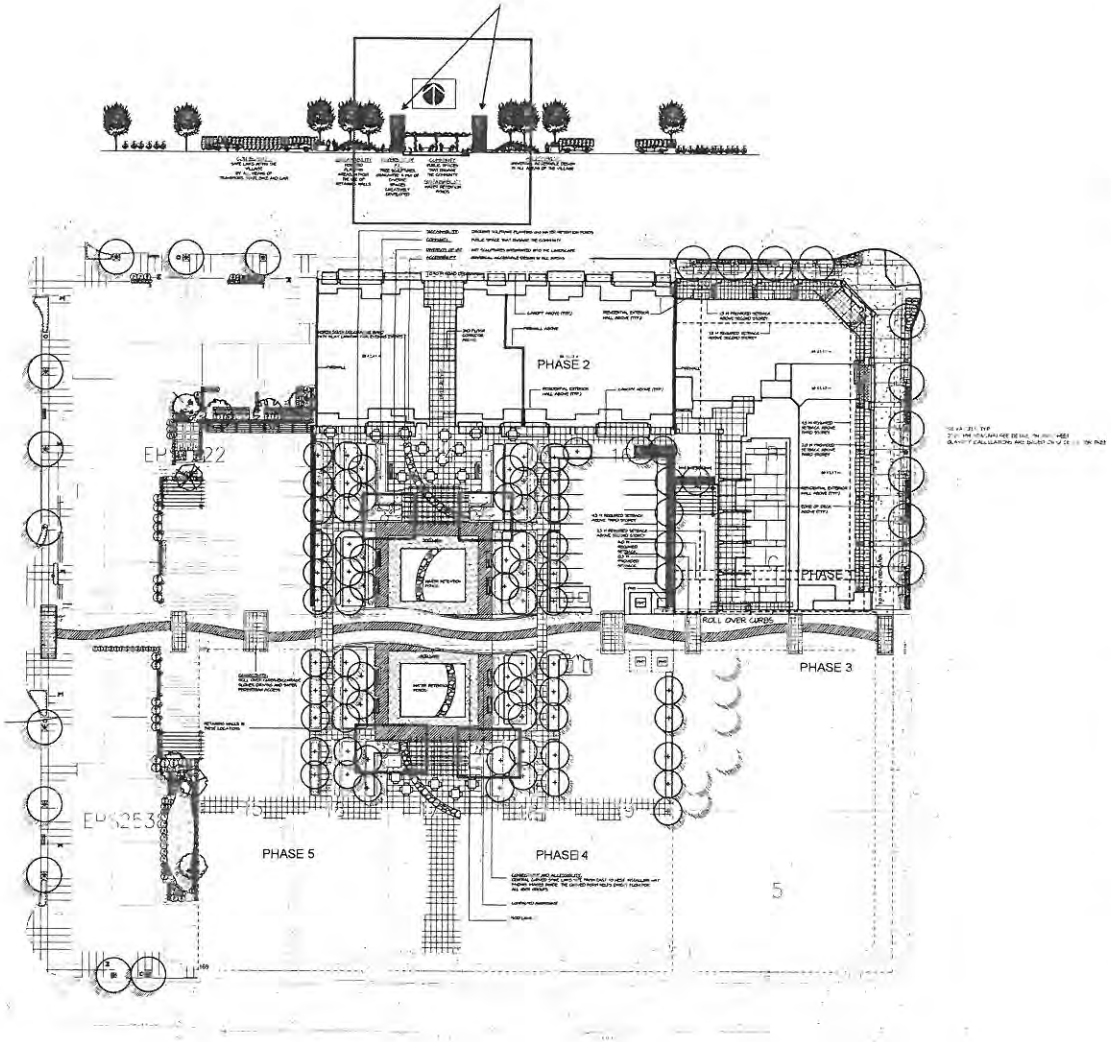
PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE

DRAWING TITLE:
TREE PLAN

DATE: FEB 5TH 2016
SCALE: 1/16"=1'-0"
DRAWN:TC
DESIGN:TC
CHK'D: MM

DRAWING NUMBER:
L4
OF 17

M2LA PROJECT NUMBER: JOB NO 16017



TREE LINED WALKWAYS

WATER RETENTION PONDS

PUBLIC ART

DROUGHT RESISTANT PLANTING

REFLECTION PONDS EMBRACE GATHERING AREAS

FULLY ACCESSIBLE COMMUNITY GATHERING AREAS,

16017-24.zip

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M2 LANDSCAPE ARCHITECTURE

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V3M 3L7
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N

NO.	DATE	REVISION DESCRIPTION	DR.
5	16.02.204	PER CLIENT COMMENTS	DB
4	16.1.3.204	PER MOST RECENT AFGH FILE	DB
3	16.01.2006	PER NEW SITE PLAN	BH
2	14.10.206	PER FIRST ADP COMMENTS	TK
1	07.MAR.06	PER NEW SITE PLAN FROM ARCAT	TK

SEAL:

PROJECT:

THE VILLAGE
MAPLE RIDGE

DRAWING TITLE:

MASTERPLAN

DATE: FEB 5TH 2016	DRAWING NUMBER:
SCALE: 1/32"=1'-0"	L3
DRAWN: TK	
DESIGN: TK	
CHK'D: HH	OF 6
M2LA PROJECT NUMBER:	JOB NO. 16017

Plan EPP65496

REFERENCE PLAN OF:

LOT 13 TO LOT 16 DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 7997 EXCEPT PLAN EPP65495
LOTS A, B, AND C DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 22418 EXCEPT PLAN EPP65495
LOTS 5 AND 6 DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 9236 EXCEPT PLAN EPP65495
LOT 17 TO LOT 19 DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 9190
LOT 15 AND LOT 16 DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN 9190 EXCEPT PLAN EPP65495
LOT A AND LOT B DISTRICT LOT 401 GROUP 1
NEW WESTMINSTER DISTRICT PLAN EPP65494 EXCEPT PLAN EPP65495

PURSUANT TO SECTION 100(1)(b) LAND TITLE ACT

BCGS 92G.028
Integrated Survey Area No. 36, Maple Ridge, NAD83 (CSRS), 4.0.0.BC.1.GVRD

0 25 50 m

The intended plot size of this plan is 560 mm in width by 864 mm in height (D SIZE) when plotted at a scale of 1:500

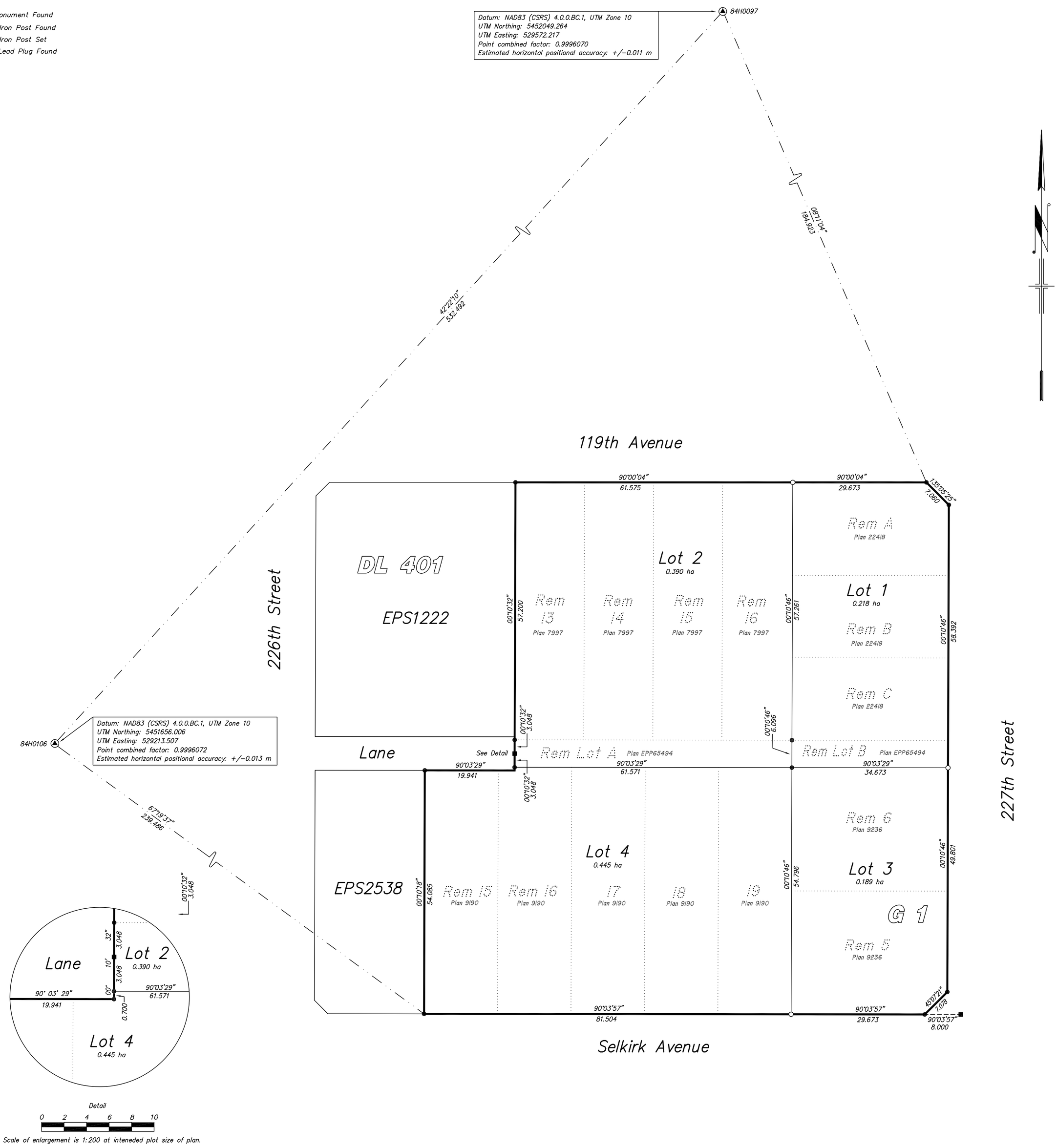
Grid bearings are derived from observations between geodetic control monuments 84H0097 and 84H0106 and are referred to the central meridian of UTM Zone 10N.

The UTM coordinates and estimated horizontal positional accuracy achieved are derived from the MASCOT published coordinates and standard deviations for geodetic control monuments 84H0097 and 84H0106.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9996071 which has been derived from geodetic control monuments 84H0097 and 84H0106.

LEGEND:

- Control Monument Found
- Standard Iron Post Found
- Standard Iron Post Set
- Standard Lead Plug Found



Scale of enlargement is 1:200 at inteneded plot size of plan.

This plan lies within the Greater Vancouver Regional District

The field survey represented by this plan was completed on the 26th day of May, 2017
Mike Bernemann, BCLS 793

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY AND S. 219 COVENANT
FOR PUBLIC ACCESS

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated in British Columbia under No. BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley, BC, V3A 1N9

(hereinafter referred to as the "Grantor")

OF THE FIRST PART

AND:

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

(hereinafter referred to as the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner of ALL AND SINGULAR thaose certain parcel or tract of lands and premises situate, lying and being in the Municipality of Maple Ridge, in the Province of British Columbia which are legally described in Item 2 of the Form C attached hereto (hereinafter collectively referred to as the "Lands").

B. The Grantee requires and the Grantor has agreed to grant to the Grantee a Statutory Right of Way over the Lands for the provision of public access, including pedestrian and vehicular access (hereinafter referred to as the "Public Access").

C. The Grantor has agreed to construct and maintain the at-grade: public pathway system, plaza, landscaping, public art, associated pathway improvements, and drive aisles, (collectively, the "Access Works"). For clarity, the Access Works do not include the below-grade parkade to be constructed on the Lands;

D. To facilitate pedestrian access of the public to and through the Lands and to facilitate the repair, maintenance, protection, cleaning, and otherwise servicing of the Access Works by the Grantee (if the Grantor does not adequately perform same), the Grantor has agreed to grant for that purpose the statutory right-of-way hereinafter mentioned and a covenant under section 219 of the *Land Title Act* requiring the Grantor to maintain and repair the Access Works.

E. Section 218 of the *Land Title Act* provides that a person may create by grant or otherwise, in favor of a municipality, an easement without a dominant tenement, to be known as a Statutory Right-of-Way, for any purpose necessary for the municipality's undertaking; and

F. This Statutory Right of Way is essential to the operation and the maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of $10.00, of lawful money of Canada, now paid by the Grantee to the Grantor, and other good and valuable consideration, and of the mutual covenants and agreements herein contained (the receipt and sufficiency whereof is hereby acknowledged):

1. **Statutory Right of Way** - The Grantor, for himself, his heirs, executors, administrators, successors and assigns, does hereby give and grant unto the Grantee, and its successors and assigns in perpetuity a Statutory Right of Way and the full, free, uninterrupted right to enter in, over and on the Lands (hereinafter referred to as the "Right of Way Area") for the purpose of:

   (a) providing uninterrupted access by the Grantee, its employees, agents, contractors, invitees, and every member of the public, at their will and pleasure, with or without vehicles, the right to enter upon, go across, pass over, return and repass over the Right of Way Area, subject to subsection 6(a) herein, and

   (b) providing uninterrupted access by the Grantee to the Right of Way Area, with or without workers, vehicle and equipment, for the purpose of exercising its rights under sections 2(f) or (g),

   TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever (collectively, the "Statutory Right of Way").

2. **Section 219 Covenant** - THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that:

   (a) that the Grantor shall construct, replace, reconstruct, repair, maintain, clean, protect and otherwise service all or any part of the Access Works so that they are at all times in a good and safe condition, and for those part of the Access Works that are landscaping works, to a "Medium" standard as provided in section 13 of the British Columbia Landscape Standard published by the British Columbia Society of Landscape Architects and the British Columbia Nursery Trades Association, current edition;

   (b) that, subject to subsection 6(b) herein, the Grantor will not erect, place or maintain any building, structure, concrete driveway, concrete patio, concrete wall, rock wall or retaining wall on any portion of the surface of the Right of Way Area without the express written consent of the Grantee, such consent not to be unreasonably withheld;

   (c) that the Grantor may, at its sole risk and expense, erect, place or maintain buildings or structures beneath the surface of the Right of Way Area provided the same do not interfere with or impede the intended use of the Right of Way Area for the purposes aforesaid;

   (d) that, subject to subsections 6(a) and (b) herein, the Grantor will not do or knowingly permit to be done any act or thing which will interfere with the purpose of the Statutory Right of Way or interfere with or injure the Access Works and, in particular, will not carry out blasting on or near the Right of Way Area without the written consent of the Grantee, such consent not to be unreasonably withheld;

   (e) subject to subsections 6(a) and (b) herein, to allow the public and the Grantee, its employees, agents and contractors to enter upon the Right of Way Area as aforesaid and not to interfere with in any way nor prevent any such person coming on the Right of Way Area for the purposes permitted by this Agreement;

(f) that, if the Grantor fails or neglects to adequately construct, repair, maintain, clean, protect, and otherwise service the Access Works within a period of sixty (60) days following the Grantee's written notification to the Grantor to do so, (or such longer period as may be reasonably required to complete such maintenance, repair, cleaning, protection or other servicing), the Grantee may, but shall in no way be obligated to, carry out the construction, maintenance, repair, cleaning, protection or other servicing at the cost of the Grantor and the Grantor shall repay to the Grantee all reasonable costs incurred by the Grantee in connection with such maintenance, repair, cleaning, protection or other servicing forthwith upon receipt of the Grantee's bill for same. It is understood that the Grantee may do such work either by itself or by contractors employed by the Grantee and may use such equipment and machinery as it deems necessary and that, in the event that the Grantee's bill for the cost of the maintenance, repair, cleaning, protection or other servicing remains unpaid for a period of ninety (90) days from the date it is delivered to the Grantor, the Grantee shall be authorized to recover the cost of such maintenance, repair, cleaning, protection or other servicing, with interest at the rate of six (6) percent per annum, compounded semi-annually from the date of issuance of the bill, from the Lands in the same manner as municipal taxes;

(g) that the Grantee, at its own expense, may, but shall not be obligated to construct, extend, alter, enlarge, replace and reconstruct the Access Works within the Right of Way Area in order to improve the operation or safety thereof PROVIDED THAT the Grantee has first obtained the written consent of the Grantor, such consent not to be unreasonably withheld;

(h) that the Grantor hereby releases the Grantee and its elected officials, officers, employees, agents, successors and assigns from and forever abandons any expenses, claims, actions, causes of action, judgments, suits and demands which the Grantor and its successors or assigns, has or hereafter may have against the Grantee or its elected officials, officers, employees, agents, successors or assigns, for:

(i) any damage to any buildings, structures or works erected, placed or maintained by the Grantor on, beneath or above the surface of the Right of Way Area unless such damage was directly and physically caused by the Grantee or its employees, agents or contractors;

(ii) any loss, damage or expense suffered by the Grantor arising from the exercise, by any person, group, corporation, society or other entity, of any of the rights granted herein or arising from the Grantor's failure to maintain the Right of Way Area properly or at all; and

(iii) any act or omission of the Grantee, its elected officials, officers, employees, agents or contractors in the exercise or purported exercise of any of the rights granted by, or compliance or attempted compliance with any obligations imposed by, this Agreement or arising from the restrictions imposed by this Agreement on the use or development of the Lands or the construction of any buildings or structures thereon or its registration in the appropriate Land Title Office;

(i) that the Grantor hereby saves harmless and effectually indemnifies the Grantee and its elected officials, officers, employees, agents, successors and assigns against all expenses, claims, actions, causes of action, judgments, suits and demands whatsoever and by whomsoever brought, relating to or arising from the negligence of the Grantor or its contractors, agents or employees, including but not limited to any act or omission of the Grantor or its contractors, agents or employees relating to the construction, repair,

maintenance, cleaning, protecting and servicing of the Access Works or the Right of Way Area; and

(j) that the Grantor will, at the expense of the Grantor, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office save and except those specifically approved in writing by the Grantee.

3. THE GRANTOR HEREBY COVENANTS AND AGREES WITH THE GRANTEE:

(a) That the Grantor will from time to time and at all times upon every reasonable request and at the expense of the Grantee, make, do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances whatsoever for the better assuring unto the Grantee of the rights, liberties and right of way hereby granted.

(b) That the Grantor will permit the Grantee to peaceably hold and enjoy the rights hereby granted.

(c) That the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed hereunder, shall and may peaceably hold and enjoy the rights, liberties and Statutory Right of Way hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any persons claiming by, through, under or in trust for, the Grantor.

(d) Subject to subsections 6(a) and (b), that the Grantor will not do or permit to be done any act or thing which in the opinion of the Grantee might interfere with, injure, impair or obstruct access to the Right of Way Area without first obtaining written consent of the Grantee.

(e) This Agreement shall enure to the benefit of the Grantee and be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and shall run with the Lands.

4. THE GRANTEE HEREBY COVENANTS AND AGREES WITH THE GRANTOR that the Grantee will use the Right of Way Area so as to cause no unnecessary damage or disturbance to the Lands.

5. THE GRANTOR AND THE GRANTEE HEREBY MUTUALLY COVENANT AND AGREE with each other that:

(a) the final location of all Access Works shall be in such locations as the Grantor and the Grantee may agree upon;

(b) upon substantial completion of the Access Works and landscaping on the Lands, the Grantor may, at the Grantor's expense, prepare an explanatory or reference plan or plans (the "Final Plan") for the whole of the Lands, showing the precise location of the Access Works within the Plan; and

(c) if the dimensions and location of the Right of Way Area on the Final Plan are approved by the Grantee's Director of Planning, the parties and their respective successors and assigns shall, at the Grantor's expense, file the Final Plan in the Land Title Office and prepare, execute and register in the Land Title Office a partial release of this Agreement so that the

Right of Way Area shall be limited to those areas shown on the Final Plan. In all other respects this Agreement shall remain unaltered, unless all of the parties to this Agreement expressly agree to alter this Agreement in writing.

6. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto:

(a) Despite subsections 2(d) and (e) herein, the public rights of access under the Statutory Right of Way may not be exercised until the Access Works are constructed, and the Grantor may temporarily interrupt the use and enjoyment of the Right of Way Area to the extent necessary to:

(i) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of buildings or improvements on the Lands, other than the Right of Way Area; and

(ii) permit the construction, inspection, testing, maintenance, improvement, alteration, replacement or repair of the Access Works on the Right of Way Area;

(b) Despite any other provision of this Agreement, the Grantor may, at any time prior to the filing of the Final Plan in the Land Title Office, upon receipt of a building permit therefor from the Grantee, and in compliance with all municipal bylaws and the terms of any other covenants or agreements entered into between the parties hereto, construct buildings and other structures and improvements on the Right of Way Area;

(c) That notwithstanding anything herein contained the Grantee reserves all rights and powers of expropriation otherwise enjoyed by the Grantee.

(d) That the covenants herein set forth shall charge the Lands pursuant to Section 218 of the *Land Title Act* and shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Grantor herein shall accrue solely to the Grantee and this Agreement may be modified by agreement of the Grantee with the Grantor, or discharged by the Grantor, pursuant to the provisions of Section 218 of the *Land Title Act*.

(e) That no part of the fee of the soil of the Lands shall pass to or be vested in the Grantee under or by this Agreement AND THAT the Grantor may fully use and enjoy the Right of Way Area subject only to the rights and restrictions herein provided.

(f) That this Agreement shall enure to the benefit and be binding upon the parties hereto notwithstanding any rule of law or equity to the contrary.

(g) That wherever the singular or masculine is used in this Agreement it shall be construed as meaning the plural or feminine or body corporate or politic as the context so requires or the parties hereto so require, and where the Grantor consists of more than one person or corporation, the term "Grantor" shall mean all such persons or corporations jointly and severally.

7. **Assumption by Strata Corporation** – If, as and when the Grantor subdivides the Land by a strata plan under the *Strata Property Act* (British Columbia) the Grantor will forthwith, and in any event before the first conveyance of any strata lot, cause the strata corporation then created (the "Strata Corporation") to assume the Grantor's obligations hereunder to the same extent as if the Strata Corporation had been an original party to this Agreement by executing and delivering to the Grantee a tripartite assumption agreement to the satisfaction of the Grantee.

If the Grantor fails to comply with this section 7, the Grantor will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision of the Land and notwithstanding the transfer of any portion of the Land, including any strata lot, to a third party transferee. This section 7 does not limit or restrict the intent and meaning of section 6(d) herein

IN WITNNESS WHEREOF as evidence of their agreement to be bound by the terms of this Agreement, the parties hereto have executed the Form C and Form D to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT

APPENDIX D

SECOND AMENDMENT OF PURCHASE AND SALE AGREEMENT

THIS AMENDMENT AGREEMENT made as of November 22 2017.

BETWEEN:

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

(the "**City**")

AND:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated in British Columbia under number BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley BC V3A 1N9

(the "**Developer**")

WHEREAS:

A. Pursuant to an Agreement of Purchase and Sale dated for reference August 27, 2015 between the City and Falcon Homes Ltd, as assigned by a assignment and assumption agreement between the City, Falcon Homes Ltd., and the Developer dated for reference February 22, 2017, and a further amendment agreement dated for reference May 21, 2017 (collectively the "**Purchase Agreement**"), the City agreed to sell and the Developer agreed to purchase 14 parcels of land located on 227th St. between 119th Ave. and Selkirk Avenue in the City of Maple Ridge as more particularly described in the Purchase Agreement.

B. The Developer has applied for rezoning of the Phase 2 Lands and the Phase 4 Lands, and the Council of the City has required further covenants and easements be granted by the Developer as preconditions to adoption of the rezoning bylaw;

C. The City and the Developer have agreed to further amend the Purchase Agreement as set out herein.

NOW THEREFORE the Developer and the City, in consideration of the payment of $1.00 by the Developer to the City, the promises exchanged in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, covenant and agree with each other as follows:

1. DEFINITIONS

Capitalized terms not otherwise defined herein will have the meaning assigned to them in the Purchase Agreement.

2. FURTHER AMENDMENTS TO PURCHASE AGREEMENT

The Purchase Agreement is hereby further amended as follows:

(1) By inserting a new section 2.2B as follows:

2.2.B **Reciprocal Easements** – On the earlier of:

(a) The Completion Date for the Phase 3 Lands, and

(b) The Developer depositing at the Land Title Office the strata plan for the Phase 1 Lands,

the Developer and the City will enter into, and the Developer will concurrently cause to be registered the following agreements over the Phase 1 Lands, Phase 2 Lands, Phase 3 Lands and Phase 4 Lands:

(c) Reciprocal Cross Access Easement Agreement among Phases 2 and 4 and Phases 1 and 4, including a Covenant in favour of the City to ensure the easement will not be released without City approval, and

(d) Reciprocal Parking Easement among Phases 2 and 4 and Phases 1 and 4, including a Covenant in favour of the City to ensure the easement will not be released without City approval.

(2) By including the following as permitted encumbrances in Schedule "A" for PIDs: 003-047-024, 011-298-235, 005-171-563, 005-113-121, Closed Road Lot A (Phase 2 Lands):

Covenant for servicing works over Phases 2, 3, and 4, in favour of the City, on the City's standard terms

Omnibus Covenant requiring compliance with the geotechnical report prepared by Geopacific Consultants dated August 3, 2016, for storm/rain water management, public art, visitor parking stalls and tandem stalls, in favour of the City, on the City's standard terms

Reciprocal Cross Access Easement Agreement among Phases 2 and 4 and Phases 1 and 4, including a Covenant in favour of the City to ensure the easement will not be released without City approval

Reciprocal Parking Easement among Phases 2 and 4 and Phases 1 and 4, including a Covenant in favour of the City to ensure the easement will not be released without City approval

Section 219 Covenant/Housing Agreement over Phases 1, 2, 3, and 4 for the construction of market rental units, affordable housing units, accessible units and units built to the SAFERHome Standards, in favour of the City

(3) By including the following as permitted encumbrances for PIDs: 011-418-796, 011-418-800 (Phase 3 Lands):

Section 219 Covenant/Housing Agreement over Phases 1, 2, 3, and 4 for the construction of market rental units, affordable housing units, accessible units and units built to the SAFERHome Standards, in favour of the City

(4) By including the following as permitted encumbrances in Schedule "A" for PIDs: 011-381-604, 002-605-708, 011-381-612, 011-381-663, 011-381-671 (Phase 4 Lands):

Covenant for servicing works over Phases 2, 3, and 4, in favour of the City, on the City's standard terms

Omnibus Covenant requiring compliance with the geotechnical report prepared by Geopacific Consultants dated August 3, 2016, for storm/rain water management, public art, visitor parking stalls and tandem stalls, in favour of the City, on the City's standard terms

Reciprocal Cross Access Easement Agreement among Phases 2 and 4 and Phases 1 and 4, including a Covenant in favour of the City to ensure the easement will not be released without City approval

Reciprocal Parking Easement among Phases 2 and 4 and Phases 1 and 4, including a Covenant in favour of the City to ensure the easement will not be released without City approval

Section 219 Covenant/Housing Agreement over Phases 1, 2, 3, and 4 for the construction of market rental units, affordable housing units, accessible units and units built to the SAFERHome Standards, in favour of the City

(5) By replacing Schedule "F" with the covenant terms attached hereto as Schedule "F".

3. CONFLICT

The parties affirm and agree that the Purchase Agreement remains unchanged, except as amended herein. This Agreement will be read together with the Purchase Agreement as if the provisions of this Agreement and the Purchase Agreement were contained in one agreement. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of this Agreement will prevail.

4. EFFECT

All amendments in this Agreement take effect as of the date and year first written above.

5. ENUREMENT

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

6. TIME TO REMAIN OF THE ESSENCE

Time shall remain of the essence in respect of the Purchase Agreement and this Agreement.

7. GOVERNING LAW

This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein and will be treated in all respects as a British Columbia contract.

8. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together will constitute one and the same instrument, and any party may sign by utilizing facsimile transmission facilities.

As evidence of their agreement to be bound by the terms, the parties have caused this Agreement to be executed and delivered under seal by their authorized signatories as of the dates set out below:

CITY OF MAPLE RIDGE, by its authorized signatories:

_____

Mayor:

_____

Corporate Officer:

_____

Date

FALCON VILLAGE DEVELOPMENT LTD., by its authorized signatories:

_____

Name: Fred Formosa

Nov 24 2017

Date

Witness:

Dwayne Friesen

[redacted]

Nov. 24, 2017

Freedom of Information & Protection of Privacy Act
Section 22(1)
(Severed portions are shaded)

SCHEDULE "A"

THE AGREEMENTS

See attached.

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Christina Reed, Barrister & Solicitor
YOUNG ANDERSON
1616 - 808 Nelson Street
Vancouver BC V6Z 2H2

Phone: (604) 689-7400
File: 39-714
cov-servicing

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION

Covenant | | s.219

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

CITY OF MAPLE RIDGE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF MAPLE RIDGE
A MUNICIPAL CORPORATION UNDER THE LOCAL GOVERNMENT ACT
11995 HANEY PLACE
MAPLE RIDGE BRITISH COLUMBIA
V2X 6A9 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Y	M	D

Transferor(s) Signature(s)

CITY OF MAPLE RIDGE by its authorized signatory(ies):

Name:

Name:
[as to Transferor and Transferee]

(as to all signatures)

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

030-163-625 **LOT 2 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65496**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

030-163-641 **LOT 4 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65496**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

Part 2 - REZONING SERVICING AGREEMENT
5245-20-2016-240

COVENANT

(Section 219 Land Title Act)

THIS AGREEMENT IS DATED the 29th day of NOVEMBER, 2017.

BETWEEN:

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

(hereinafter called the "Developer")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE,
a Municipal Corporation under the "Local Government Act",
having its offices at 11995 Haney Place, in the
Municipality of Maple Ridge, in the Province of
British Columbia, V2X 6A9

(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS:

A. The Developer is the owner of and proposes to develop certain lands and premises located within the Municipality of Maple Ridge, in the Province of British Columbia, and more particularly known and described as:

PID 030-163-625
Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496 (**"Lot 2"**),

PID 030-163-641
Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496 (**"Lot 4"**)

(hereinafter, Lot 2 and Lot 4 are collectively called the "Lands") for multi-family residential use, which Lands are not presently zoned for such use;

B. Such development is in accordance with the future plans of the Municipality but is presently premature as there are not sufficient municipal services available to service the proposed development, nor does the Municipality have sufficient funds, either on hand or anticipated from development cost charges, to install or acquire the necessary municipal works and services required to serve the proposed development for the use sought by the Developer;

C. The cost of installing and acquiring such municipal works and services which are required to serve the proposed development is deemed by the Municipality to be excessive to the Municipality;

D. The Developer has voluntarily agreed to install and provide certain of the municipal works and services necessary to serve the proposed development and has requested that the Municipality enter into this Agreement with the Developer; and

E. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, in respect of the use of the land or the use of a building on or to be erected on land, in favour of a Municipality or the Crown, may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 219 of the *Land Title Act*, and in consideration of the mutual covenants and agreements contained herein and the sum of One Dollar ($1.00) now paid to the Developer by the Municipality (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. **THE DEVELOPER COVENANTS AND AGREES** with the Municipality:

   (a) that until such time as all of the terms and conditions contained in sections 1 and 2 hereof are complied with, the Lands and any buildings or structures erected or placed on or to be erected or placed on the Lands shall not be used for multi-family residential use or commercial use, except as set out in this Agreement;

DESCRIPTION OF WORKS

   (b) That the Developer will construct and install:

      i. Frontage upgrades along 119 Avenue, including sidewalk, street lighting (including measures for hanging baskets), street trees complete with silva cells and irrigation, and street furniture;
      ii. Watermain along 119 Avenue;
      iii. Sanitary sewer in the lane south of 119 Avenue;
      iv. relocation of existing lighted pedestrian crosswalk on 227 Street;
      v. Construction of a traffic button at the 119 Avenue and 227 Street intersection;

vi. underground electrical and telecommunications servicing to the building on Lot 2; and

(all works in subsections i through vi above are collectively called the "**Phase 2 Works**")

vii. Modified collector standard road widening/construction on Selkirk Avenue with signage, paint lines and including concrete curb & gutter, sidewalks
viii. Arterial standard road widening/construction on 227 Street with signage, paint lines and including concrete curb & gutter, sidewalks and asphalt paving;
ix. Frontage upgrades on Selkirk Avenue and 227 Street including sidewalk, street lighting (including measures for hanging baskets), street trees complete with silva cells and irrigation, and street furniture;
x. Watermain on Selkirk Avenue;
xi. Storm sewer on Selkirk Avenue with catch basin installation and catch basin relocation on 227 Street;
xii. Communication conduit on Selkirk Avenue and 227 Street; and
xiii. Underground electrical and telecommunications servicing to the building on PID 030-163-633, Lot 3 District Lot 401 Group 1 New Westminster District Plan EPP65496 ("**Lot 3**")

(all works in subsections vii through xiii above are collectively called the "**Phase 3 Works**") and

xiv. Frontage upgrades on Selkirk Avenue and 227 Street including sidewalk, street lighting (including measures for hanging baskets), street trees complete with silva cells and irrigation, and street furniture; and
xv. Underground electrical and telecommunication servicing to the building on Lot 4

(all works in subsections xiv through xv above are collectively called the "**Phase 4 Works**")

(hereinafter, the Phase 2 Works, the Phase 3 Works, and the Phase 4 Works collectively called the "Said Works");

(c) that the construction and installation of the Said Works shall be completed as follows:
   i. for the Phase 2 Works prior to the first anniversary of building permit issuance for Lot 2, or prior to the issuance of an occupancy permit for any building on Lot 2, whichever event first occurs;
   ii. for the Phase 3 Works prior to the first anniversary of building permit issuance for Lot 3 or prior to the issuance of an occupancy permit for any building on Lot 3, whichever event first occurs, and
   iii. for the Phase 4 Works prior to the first anniversary a building permit issuance for Lot 4 or prior to the issuance of an occupancy permit for any building on Lot 4, whichever event first occurs.

However, the Manager of Infrastructure Development of the Municipality (hereinafter, the "Manager of Infrastructure Development") may in his sole discretion upon good cause being shown extend the time for completion of the Said Works;

(d) that the construction and installation of the Said Works shall be done under the direct supervision of the Developer or its agent and the Developer shall notify the Municipality at least 48 hours prior to the start of construction thereof to enable the necessary arrangements to be made for the deployment of inspection personnel, it being noted that Municipal inspection is provided solely to ensure compliance with Municipal standards; and

(e) that the Said Works shall be constructed and installed substantially in accordance with the servicing design drawings prepared by Aplin & Martin Consultants Ltd., Project: Brickwater Village, revision D dated August 14, 2017, drawings 1 to 18 of 18 and stamped "Resubmit" by the Municipality October 10, 2017 and to the specifications and standards for the design and construction of works contained in Maple Ridge Subdivision and Development Servicing By-law No. 4800 - 1993 and amendments thereto.

2. **THE DEVELOPER FURTHER COVENANTS AND AGREES** with the Municipality:

(a) to grant to the Municipality all necessary road dedications, statutory rights-of-way and easements over the Lands to accommodate the Said Works and, where the Said Works are located upon or under privately owned lands other than the Lands, to obtain at the Developer's expense, all necessary road dedications, statutory rights-of-way and easements over such lands, in favour of the Municipality, to accommodate the Said Works;

(b) to construct and install fully completed works to the Municipality's standards and to the satisfaction of the Manager of Infrastructure Development and which in the discretion of the Manager of Infrastructure Development may be varied because of conditions at the site, so that the Said Works function and operate to the satisfaction of the Manager of Infrastructure Development and should the Said Works as constructed prove to be in any way defective, damaged or should they not operate to the satisfaction of the Manager of Infrastructure Development, then the Developer shall, at the Developer's expense, modify or re-construct the Said Works so that the Said Works shall be fully operative and function to the satisfaction of the Manager of Infrastructure Development, such satisfaction to be indicated by a Certificate of Completion signed by the Manager of Infrastructure Development for each phase of the Said Works;

(c) to arrange for the disposal of any waste material in accordance with the Maple Ridge Soil Deposit Regulation Bylaw No. 5763-1999, as amended. The Developer is responsible for obtaining all applicable permits and approvals;

(d) to undertake and complete all of the Said Works in such a manner as to prevent the release of water containing suspended solids in excess of 75 mg/litre above background levels into any stream, creek, waterway, watercourse, waterworks, municipal ditch, drain or sewer in the Municipality, on private or public property. A sediment control plan as required under the Maple Ridge Watercourse Protection Bylaw No. 6410-2006, as amended (the "Watercourse Protection Bylaw") must be prepared by a professional engineer and be approved by the Manager of Infrastructure Development prior to the construction and installation of any work or service;

(e) that the sediment control plan shall include a letter of undertaking signed by a professional engineer who commits to the Manager of Infrastructure Development, in writing, to manage the sediment control plan, including:

(i) inspection of the sediment control works to certify that they are being constructed in accordance with the approved sediment control plan; and

(ii) periodic inspection of the sediment control works to certify that the suspended solids discharge standard of the Watercourse Protection Bylaw is being met;

(f) to ensure that the sediment control works are monitored by a qualified independent consultant who must have written authority from the Developer to modify and/or halt any construction activity whenever necessary to ensure compliance with this Agreement and the Watercourse Protection Bylaw. Details of any modification or revision to the sediment control plan required by the consultant to achieve more effective sediment control must be submitted to the Municipality within 2 days of the modification or revision;

(g) that the monitoring period shall not be less than daily during works in rainfall events and not less than weekly at all other times. The Developer shall make available to the Municipality a record of all monitoring data upon demand;

(h) that the Developer shall inspect, maintain and operate the sediment control works required by an approved sediment control plan until the conditions for their removal, as set out in the sediment control plan, have been met. The Manager of Infrastructure Development will not issue a Certificate of Acceptance for all of the Said Works until the sediment control works have been properly completed and accordance with the sediment control plan. The Developer shall make available to the Municipality a record of all inspections and maintenance data upon demand;

(i) in the event of a breach of the provisions of Watercourse Protection Bylaw or work is performed in contravention of this Agreement, the Manager of Infrastructure Development, the Municipality's Manager of Development and Environmental Services, the Municipality's Director of Engineering Operations or their designates may issue a cease work notice. Any person receiving such cease work notice shall

immediately suspend construction of any portion of works, as detailed in the notice, until the contravention has been remedied;

(j) to contribute to the Municipality, the following sums at the following times:

i. prior to the execution of this Agreement, the sum of **$24,361.40**;

ii. prior to commencing the Phase 3 Works or prior to the issuance of a building permit for Lot 3, whichever event first occurs, the sum of **$35,644.05**; and

iii. prior to commencing the Phase 4 Works or prior to the issuance of a building permit for Lot 4, whichever event first occurs, the sum of **$7,171.35**,

all in payment of engineering, inspection, construction and administration costs incurred by the Municipality in connection with the Said Works;

(k) to pay to the Municipality, prior to the execution of this Agreement, the legal fees incurred by the Municipality in the preparation of this Agreement;

(l) to complete the construction and installation of the Said Works within the time specified in paragraph 1(c) hereof and to assign, transfer and convey to the Municipality all of the Developer's right, title and interest in the Said Works that are located in the Municipality's road allowance, and the Developer shall, from time to time and at all times so long as the Developer exercises any rights of ownership in the Lands, upon the request of the Municipality, make, do and execute or cause or procure to be made, done and executed, all such further acts, deeds, rights-of-way, easements and assurances required by the Municipality for the effectual carrying out of this Agreement;

(m) as security for the due and proper completion of the construction and installation of the Said Works, to deposit with the Municipality of this Agreement, a clean, unconditional, automatically renewing and irrevocable standby letter of credit on terms satisfactory to the Municipality:

i. prior to the execution of this Agreement, the sum of **$290,646.00**;

ii. prior to commencing the Phase 3 Works or prior to the issuance of a building permit for Lot 3, whichever first occurs, the sum of **$464,556.00**; and

iii. prior to commencing the Phase 4 Works or prior to the issuance of a building permit for Lot 3, whichever first occurs, the sum of **$146,420.00**

(hereinafter, collectively called the "Security Deposit");

(n) that if the Said Works are not duly and properly completed within the time specified in paragraph 1(c) hereof, the Municipality may complete the Said Works at the cost of the Developer and deduct from the Security Deposit the cost of such completion, and

the balance of the Security Deposit shall be returned to the Developer, less any administration costs incurred by the Municipality. For clarity, the Municipality may draw upon and use the Security Deposit for any specific phase in respect of any Said Works that are incomplete. If the Security Deposit is insufficient to cover the actual cost of completing the Said Works, then the Developer shall pay such deficiency to the Municipality immediately upon receipt of the Municipality's bill for same. It is understood that the Municipality may do such work either by itself or by contractors employed by the Municipality. If each phase of the Said Works is completed by the Developer as herein provided, then the Security Deposit for that phase's works shall be returned to the Developer on receipt of the Certificate of Completion issued by the Manager of Infrastructure Development for that phase's works;

(o) to submit to the Municipality the final as-built drawings of the Phase 2 Works, the Phase 3 Works and the Phase 4 Works as constructed and as approved by the Manager of Infrastructure Development within 30 days of the date of completion of the applicable phase;

(p) to pay to the Municipality, prior to the execution of this Agreement:

(i) all arrears of taxes outstanding against the Lands; and

(ii) all current taxes levied or to be levied upon the Lands on the basis and in accordance with the assessment and collector's roll entries; and

(p) that the work done and payments made pursuant to this Agreement are not payments or work to be applied in lieu of Development Cost Charges, and the Developer further covenants and agrees to pay to the Municipality all applicable Development Cost Charges imposed upon the development of the Lands by the Maple Ridge Development Cost Charges Bylaw, as amended from time to time.

3. **THE DEVELOPER FURTHER COVENANTS AND AGREES** with the Municipality:

(a) to maintain each of the Phase 2 Works, the Phase 3 Works and the Phase 4 Works in complete repair after issuance of the applicable Certificate of Completion until that day that is one (1) year after the date the Certificate of Completion for the Phase 4 Works was issued by the Manager of Infrastructure Development (the "Warranty Period")

(b) to remedy any defects or damage to the Said Works appearing within the applicable Warranty Period and to pay for any damage to other works or property resulting therefrom, save and except for defects caused by reasonable wear and tear, or negligence of the Municipality, its servants or agents, or acts of God;

(c) to deposit as security with the Municipality, prior to the return of the Security Deposit for a particular phase, cash, a term deposit, or a clean, unconditional,

automatically renewing and irrevocable standby letter of credit in a form satisfactory to the Municipality in the sum of:

i. $32,107.00 for the Phase 2 Works;
ii. $61,668.00 for the Phase 3 Works; and
iii. $16,555.00 for the Phase 4 Works

(hereinafter, collectively called the "Warranty Deposit"). Should the Developer fail to maintain the Said Works or remedy any defect or damage or pay for any damages resulting therefrom, the Municipality may do so and may deduct the cost of maintaining the Said Works, remedying the defect or paying for the damage, from the Warranty Deposit and the balance of the Warranty Deposit, less any administration costs incurred by the Municipality, shall be returned to the Developer on issuance of the Manager of Infrastructure Development's Certificate of Acceptance for the entirety of the Said Works. If the Warranty Deposit is insufficient to cover the actual costs incurred by the Municipality, then the Developer shall pay such deficiency to the Municipality immediately upon receipt of the Municipality's bill for same. If the Said Works are maintained by the Developer as herein provided, then the Warranty Deposit shall be returned to the Developer on receipt of the Manager of Infrastructure Development's Certificate of Acceptance;

(d) to protect all survey markers, pins, posts and similar things during the construction, installation, maintenance and repair of the Said Works and to employ, at the Developer's expense, a British Columbia Land Surveyor to replace any such markers, pins, posts or similar things which may be moved, damaged or destroyed during such construction, installation, maintenance or repair;

(e) to save harmless and effectually indemnify the Municipality against:

(i) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the Said Works;

(ii) all expenses and costs which may be incurred by reason of the construction, installation, maintenance or repair of the Said Works resulting in damage to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, install, maintain, or repair; and

(iii) all expenses and costs which may be incurred by reason of liens for nonpayment of labour or materials, workers' compensation, unemployment insurance, Federal or Provincial tax, check-off or encroachments owing to mistakes in survey;

(f) to obtain and maintain until the date of issuance of the Certificate of Acceptance for the entirety of the Said Works, at the Developer's expense, with such company or companies and on such forms as are acceptable to the Municipality, in the name of the Developer or its contractor, Comprehensive General Liability insurance coverage covering premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, no owned and hired units. The limits of liability shall be not less than:

(i) bodily injury liability:

- $5,000,000.00 each occurrence,
- $5,000,000.00 aggregate for products and/or completed operations, and
- $5,000,000.00 each accident for automobile liability; and

(ii) property damage liability:

- $5,000,000.00 each occurrence
- $5,000,000.00 aggregate for products and/or completed operations, and
- $5,000,000.00 each accident for automobile liability.

Each policy shall provide that it cannot be cancelled, materially altered, or permitted to lapse without at least 30 days' notice in writing to the Municipality by registered mail, shall name the Municipality as an additional insured and shall contain a cross-liability clause;

(g) to deliver a certificate of insurance in a form acceptable to the Municipality, signed by an insurance broker or insurance company certifying that the Developer has obtained the insurance referred to above, to the Municipality prior to the commencement of any construction, installation, maintenance or repair of the Said Works;

(h) that if the Developer fails to obtain and maintain the said insurance or deliver the said policy or policies to the Municipality, then the Municipality may obtain and maintain such insurance at the expense of the Developer and the Developer hereby appoints the Municipality as the Developer's lawful attorney to do all things necessary for that purpose; and

(i) to do or cause to be done, at the expense of the Developer, all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office save and except those specifically approved in writing by the Municipality or in favour of the Municipality.

4. **THE MUNICIPALITY COVENANTS AND AGREES** with the Developer:

   (a) to permit the Developer to perform all of the Said Works upon the terms and conditions herein contained; and

   (b) that upon satisfactory completion by the Developer of all of the covenants and conditions in this Agreement, including the maintenance of the Said Works in complete repair during the Warranty Period, the Municipality shall provide the Developer with a Certificate of Acceptance for the entirety of the Said Works signed by the Manager of Infrastructure Development and shall execute a discharge this Agreement prepared by the Developer.

5. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:

   (a) the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Developer other than those contained in this Agreement;

   (b) nothing contained or implied herein shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, 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 Developer;

   (c) the Said Works shall be and remain at the sole risk of the Developer until such time as they are accepted by the Municipality as evidenced by the Manager of Infrastructure Development's Certificate of Acceptance;

   (d) the Developer hereby waives any and all claims to the return of any deposits collected or held by the Municipality, pursuant to the terms of this Agreement, if the return of such deposit has not been requested by the Developer in writing within two years after the date on which the Developer became entitled to request its return;

   (e) the covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Developer herein shall accrue solely to the Municipality and that this Agreement may be modified by agreement of the Municipality with the Developer, or discharged by the Municipality, pursuant to the provisions of Section 219(9) of the *Land Title Act*;

   (f) for certainty, despite the Municipality's grant of this section 219 covenant to itself, the term "Developer" refers to the current and each future owner of the Lands from time to time. Falcon Village Development Ltd. intends to purchase the Lands from the Municipality, has applied for rezoning of the Lands, and

has paid the engineering and inspection costs under s. 2(j), legal fees under section 2(k), and the Security Deposit amounts under s. 2(m);

(g) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require and, where the Developer consists of more than one person, the term "Developer" shall mean all such persons jointly and severally;

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

(i) this Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arranges regarding its subject;

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

(k) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;

(l) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and

(m) time shall be of the essence of this Agreement

As evidence of their agreement to be bound by this Agreement, the Developer at the Municipality have executed the Land Title Act Form C or Form D as the case may be, attached to and form part of this Agreement.

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Christina Reed, Barrister & Solicitor
YOUNG ANDERSON
1616 - 808 Nelson Street
Vancouver BC V6Z 2H2

Phone: (604) 689-7400
File: 39-714
cov-omnibus

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION

Covenant | | s. 219 Land Title Act

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

CITY OF MAPLE RIDGE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF MAPLE RIDGE

11995 HANEY PLACE
MAPLE RIDGE BRITISH COLUMBIA
V2X 6A9 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Y	M	D

Transferor(s) Signature(s)

CITY OF MAPLE RIDGE by its authorized signatory(ies):

Name:

Name:
[as to Transferor and Transferee]

(as to all signatures)

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
030-163-625	**LOT 2 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65496**
030-163-641	**LOT 4 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65496**

COVENANT
(SECTION 219 LAND TITLE ACT)

2016-240-RZ
Geotechnical, Stormwater, Parking and Public Art Covenant

THIS AGREEMENT made this **29th** day of **NOVEMBER, 2017.**

BETWEEN:

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

(hereinafter called the "Owner")

AND:

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

(hereinafter called the "City")

WHEREAS:

A. The Owner is the registered owner of or has an equity of redemption in certain lands in the City of Maple Ridge and more particularly known and described as:

   PID 030-163-625
   Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496

   ("Lot 2"), and

   PID 030-163-641
   Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

   ("Lot 4" and together with Lot 2 collectively called the "Lands");

B. Section 219 of the *Land Title Act* provides; inter alia, that there may be registered as a charge against title to the land a covenant, whether of a negative or positive nature, in favour of a City; and

C. The Owner and City are concerned with ensuring that construction on the Lands is performed in accordance with recommendations identified in the Geotechnical Investigation Report dated August 3, 2016, prepared by John Carter, P.Eng. of GeoPacific Consultants Ltd., a portion of which is attached hereto as Schedule "A" (the "Geotech Report" and the entire Geotech Report is kept on file at the City's Planning Department"); and

D. It is intention of the parties that the Owner shall construct and install on the Lands a stormwater management system as shown on the Stormwater Management Plan prepared by Aplin Martin dated December 2016 (the "Stormwater Plan"), a copy of which is attached hereto as Schedule "B".

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and of the sum of One Dollar ($1.00) paid by the City to the Owner (the receipt and sufficiency whereof is hereby acknowledged by the Owner), the Owner hereby grants, covenants and agrees with the City pursuant to the Section 219 of the *Land Title Act* as follows:

COVENANT

1. Except as herein specifically provided no dwelling or structure shall be constructed or placed upon the Lands, nor any construction shall occur upon the Lands:

   (a) All construction on the Lands shall be in compliance with the recommendations and conditions contained in the Geotech Report;

   (b) The Owner shall retain, at its expense, the services of John Carter, P.Eng. or other members of GeoPacific Consultants Ltd. (hereinafter called the "Engineer"), being members in good standing of the Association of Professional Engineers and Geoscientists of British Columbia, to review and approve or reject drawings for any proposed dwellings proposed to be built or works to be constructed on the Lands. If the Engineer approves such drawings, he shall note his approval on such drawings and the Owner shall submit only such approved drawings to the City for the purpose of applying for a building permit for each individual building within the Lands; and

   (c) The Owner shall construct an on-lot storm detention/groundwater infiltration system (the "System") on the Lands, designed by the Engineer in accordance with the requirements and specifications of the Stormwater Plan attached as Schedule "B", to the satisfaction of the City's Planner, and more particularly:

      i. the design and siting criteria and specifications for the System shall be in accordance with the City's Watercourse Protection Bylaw 6410, 2006 as amended from time to time and the City's guidelines and policies for stormwater management.

2. The Lands shall not be occupied, and the Owner shall not apply to the City for an occupancy permit in respect of the Lands, nor is the City obligated to issue an occupancy permit for the Lands, until the design and installation approval of the System, certified by the Engineer, has been provided to the Planner.

3. The Owner further agrees with the City that:

   a. the Owner shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct the System;

   b. the Owner shall not change, or permit any change, to the design, siting criteria or specifications of the System from those submitted with the building permit for the Lands, except with the prior written approval of the City.

4. The Lands shall not be subdivided by a strata plan unless:

   a. the following parking spaces located at grade and located underground before the first security gate are designated as visitor or commercial parking only, by registration of a section 219 covenant in favour of the City registered at the same time as the strata plan together with a survey reference plan identifying the location of those visitor and commercial parking spaces, to the satisfaction of the City:

      i. on Lot 2:

         1. in the underground parking lot: 16 commercial spaces, 11 unrestricted visitor spaces and 1 disabled visitor space; and

         2. at grade parking: 16 unrestricted commercial spaces, 2 disabled commercial spaces, and 1 loading space for the commercial retail units; and

      ii. on Lot 4:

         1. in the underground parking lot: 16 commercial spaces, 10 unrestricted visitor spaces and 1 disabled visitor space; and

         2. at grade parking: 29 unrestricted commercial spaces, 3 disabled commercial spaces, and 2 loading spaces for the commercial retail units.

      For clarity, 'unrestricted' means a parking space that is not designated for disabled parking, and 'commercial spaces' means parking spaces that will only be used for parking by the public to access commercial units within the specified lot; and

   b. each tandem parking stall created in the underground parkade on the Lands shall be designated as limited common property for the use of a designated strata lot, so that the two parking stalls in a tandem stall are allocated to one strata lot, to the satisfaction of the City.

5. The Lands shall not be occupied for residential purposes unless the Owner has provided one or more pieces of public art, such as statuary, to be situated on the Lands, at a minimum collective value of twenty thousand dollars ($20,000.00), to the satisfaction of the City's Planner. The Owner will inform the Planner of the exact number, situation and descriptions of the public art pieces, and the Owner will ensure the approved public art pieces are installed before the Owner makes application to the City for an occupancy permit for Lot 4.

6. The public art pieces described in section 5 above shall be maintained in perpetuity by the Owner or its successors in title. The requirements in this section and section 5 are contained in covenant CA6059207that is registered against another portion of this development, being PID 030-163-617 Lot 1 DL 401 Gp 1 NWD Plan EPP65496 and expected to be registered against PID 030-163-633 Lot 3 DL 401 Gp 1 NWD Plan EPP65496. It is intended that these sections shall be read together as one agreement regarding the public art pieces and in no way is intended to abrogate the duties of other owners within the development with respect to maintenance of the public art pieces.

7. It is understood and agreed by and between the parties hereto that:

a) The City has made no representations, covenants, warranties, guarantees or promises (verbal or otherwise) to the Owner regarding the subject matter of this Agreement other than those contained herein;

b) The covenants and agreements contained herein shall run with the Lands pursuant to section 219 of the *Land Title Act* and shall bind the Lands and every part or parts thereof and every part into which the Lands may be divided are subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Lands, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands;

c) The Owner will, at the expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Covenant over all charges and encumbrances which have been registered against the title to the Lands in the New Westminster Land Title Office save and except those specifically exempted in writing by the City or those in favour of the City;

d) The Owner hereby releases, indemnifies and saves the City, its elected officials, officers and employees harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts, expenses (including actual legal fees), and demands by whomsoever brought, of whatsoever kind and howsoever arising out of or in any way due or relating to the granting or existence of this Agreement or the carrying out of the transactions contemplated by it;

e) In the event of the inability or refusal of the Engineer to perform the duties and responsibilities herein contained, another engineer, being a member in good standing of the Association of Professional Engineers and Geoscientists of British Columbia, acceptable to the City shall be retained by the Owner under the terms and conditions prescribed herein;

f) Notwithstanding anything contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability or obligation arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands;

g) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns;

h) Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require;

i) For certainty, despite the City's grant of the section 219 covenant herein to itself, the term "Owner" refers to the current and each future owner of the Lands from time to time;

j) 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;

k) The parties hereto shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement;

l) Waiver by the City of any default by the Owner shall not be deemed to be a waiver of any subsequent default;

m) Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions pursuant to the *Local Government Act* or the *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to the Lands, 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 Owner;

n) Wherever in this Agreement the approval of the City is required, some act or thing is to be done to the satisfaction of the City, or the City is entitled to form an opinion or is given the sole discretion:

   i. the relevant provision has not been fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by a representative of the City;

   ii. the approval, opinion or satisfaction is in the discretion of the City in its sole and unfettered discretion;

   iii. the City is under no public law duty of fairness or natural justice and may do any of those things in the same manner as if it were a private party and not a public body; and

o) Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement to be taken or made by the City's Director of Planning or his/her delegate.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

GEOPACIFIC
VANCOUVER KAMLOOPS CALGARY

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#215-1200 West 73rd Ave.
Vancouver, B.C. Canada V6P 6G5

Falcon Homes
752 Capital Court
Port Coquitlam, B.C.
V3C 6E4

August 3rd, 2016
File #: 14074

Attention: Dwayne Friesen

Re: Geotechnical Investigation Report - Proposed Falcon Village Development
11909, 227 Street, Maple Ridge, BC

1.0 INTRODUCTION

We understand that Falcon Homes is considering the above referenced property for a 5-phase residential development. Preliminary architectural design drawings, prepared by Points West Architecture show that the proposed residential development will include 5 levels of above grade floors over one to two levels of below grade parking founded at depths ranging from 4 to 8 m below existing grades. The proposed development is expected to consist of wood framed structures for the above grade portion and concrete construction for the below grade parking. Structural loading is anticipated to be moderately heavy with average stresses of about 50 to 70 kPa at foundation level.

GeoPacific Consultants completed a geotechnical investigation program on site on July 5th, 2016. This report presents the results of our geotechnical investigation and testing of the subsurface soils and groundwater conditions at the site and presents recommendations for design and construction of the proposed development.

Authorization for this work was provided by Dwayne Friesen of Falcon Homes on June 20th, 2016. This report has been prepared exclusively for Falcon Homes, for their use, the use of others on their design and construction team, and the City of Maple Ridge for use in the development and permitting process. No other use of the report is permitted without the consent of GeoPacific.

We confirm that the property may be used safely for the intended development. Our confirmation of the safe intended use of the property is null and void in the event that any parties undertake any geotechnical related works which are not reviewed and approved by GeoPacific Consultants Ltd. The proposed development is also not expected to have any geotechnical related impacts on surrounding lands.

2.0 SITE DESCRIPTION

The development site is located at the southwest corner of the intersection of 227 Street and 119 Avenue, Maple Ridge, BC. At the time of our investigation the site included undeveloped, relatively flat vegetated areas. Vegetation generally included field grasses and some stands of trees along the east edge and also on the northwest side of the site. The site measures approximately 125 m and 85 m in the north-south and east-west directions, respectively. The site is bounded by Selkirk Avenue to the south, 227 Street to the east, 119 Avenue to the north and a private property including a 4 four-storey building and parking lots to the west.

The location of the site with respect to surrounding developments is shown on our attached site plan, Drawing 14074-01.

3.0 FIELD INVESTIGATION

A geotechnical investigation program was completed on site by GeoPacific Consultants Ltd. on July 5th, 2016. During the field investigation, a total of 7 auger test holes and 5 electronic cone penetration tests (CPT's) were conducted on-site employing a track mounted auger drill rig, supplied and operated by On Track Drilling Ltd., of Coquitlam, BC. Auger test holes were drilled to depths of approximately 6 to 9 m below current grades. CPT's were advanced to depths of refusal at 16 to 20 m below current grades.

The auger test hole logs are presented on Figures A.1 through A.7 of Appendix 'A'. The CPT soundings are presented on Figures B.01 through B.05 of Appendix 'B'. Interpreted soil strength indices are computed for each CPT sounding and presented on Figures C.01 through C.05 of Appendix 'C'. Correlation of the undrained shear strengths and the CPT was assisted with the completion of field vanes at CPT16-04. Liquefaction analyses on CPT data was carried out and the results are presented on Figures D.01 through D.05 of Appendix 'D'.

The test holes were located and logged by a member of our technical team and the holes were backfilled immediately after logging, sampling, and testing.

The approximate locations of our auger test holes and CPT's are provided on our Drawing No. 14074-01, attached.

4.0 SUBSURFACE CONDITIONS

4.1 Soil Conditions

Surficial geology of the area is described on the Geological Survey of Canada Map 1484A which indicates the surficial geology on this site consists of marine deposited clays. This is consistent with our experience in the area and the test hole results described below.

The soil conditions consist of surficial topsoil, fill, and vegetation overlying silty clay. Topsoil was observed to be up to 0.2 m thick and present at all test holes, except TH16-01, where 0.3 m of gravel fill was observed.

The silty clay was observed to be very stiff to stiff at the top of the deposit with undrained shear strengths upwards of 250 kPa, becoming firm to stiff with depth with shear strengths of about 50 to 100 kPa. The silty clay was observed to be brown and relatively dry at the surface becoming grey/bluish grey and moist with depth. Our laboratory test results show that the moisture content values of the samples obtained from this stratum range from 30 to 47%.

Refusal of our CPT's occurred at depths ranging from 16 to 20 m below current local grades on what is expected to be very dense glacial till.

4.2 Groundwater Conditions

Due to the very low permeability of the silty clay materials on site, seepage into the boreholes was minimal

and subsequent determination of the position of the static water table was not feasible at the time of drilling. However, the zone of oxidation within the clay layer provides an approximate average position for the water table in our experience. Based on this information the static water level appears to be about 1.5 to 2 m below grades.

Near surface perched groundwater and surface ponding should be expected during the wetter months of the year due to the low permeability of the natural silty clay.

5.0 DISCUSSION

5.1 General Comments

Based on the preliminary architectural drawings, the new structures proposed consist of 5-storey above grade floors over one to two levels of below grade parking founded at depths ranging from 4 to 8 m in relation to the existing local grades. We expect the loading induced by the new structures to be moderately heavy with average stresses of about about 50 to 70 kPa at foundation level. Given the contemplated depth of construction, we expect that the existing stiff silty clay will provide satisfactory support to the proposed structures on conventional strip and pad foundations. The observed surficial vegetation, topsoil, fill, and soils containing organics including roots are not considered suitable to support the proposed structures and should be stripped.

5.2 Seismic Analysis

It is generally accepted that loose to compact and non-plastic silts and sands are prone to liquefaction or strain softening during cyclic loading caused by large earthquakes. The strength reduction caused by soil liquefaction can cause foundations to punch. Furthermore, once liquefaction has been triggered, experience has shown that significant, permanent vertical and horizontal movements may be experienced. The soils on-site consist of plastic silty clays. Soils of this composition are not considered liquefiable (Bray et al. 2004).

Based on the 2012 British Columbia Building Code (BCBC) recommendations, the design earthquake magnitude of 7.0 and peak horizontal ground acceleration of 0.48g (Natural Resources Canada on firm ground) should be considered for this site.

5.3 Interpreted Stress History

Interpretation of the stress history in clayey soils, such as the soils present on the property, is important since they may be susceptible to consolidation settlement. Consolidation settlement is time dependant volume change associated with the dissipation of pore water pressures after application of a load and can be very large compared to elastic settlement, which occurs immediately. Consolidation settlement occurs whenever clayey soils are loaded in excess of their maximum past stresses. Thus, if in-situ stresses can be limited to less than the maximum past stress then only elastic settlement should occur.

We have conducted a stress history analysis based on the information obtained from our CPT soundings. Our analysis indicates that the soils are moderately to heavily "over consolidated". An over consolidated soil is defined as a soil which has experienced stresses in the past that are in excess of their current stresses. Pseudo over consolidation is also known to occur where aging and chemical bonding effects cause a soil to behave as if it is over consolidated. The degree of over consolidation of a soil is measured by its "Over

Consolidation Ratio" (OCR). For example, a soil with an OCR of 3 has experienced three times its current in-situ stress, while a soil with an OCR of 1 is experiencing the highest stresses that it has ever experienced. A soil with an OCR = 1 is defined as "normally consolidated".

Results of our stress history analysis are provided in Appendix 'C' which includes interpreted OCR plots based on Schmertmann and our CPT data.

Our review indicates that with our expected average stresses at foundation level and considering our recommended bearing pressure values, as noted in Section 6.2, the over-consolidation stress of the silty clay will not be exceeded resulting in relatively small elastic settlements only.

6.0 RECOMMENDATIONS

6.1 Site Preparation

Prior to the construction of new buildings and placement of new engineered fill material, the site should be stripped of all unsuitable fill, vegetation, topsoil, organics, and loose or otherwise disturbed soils to expose a subgrade of stiff silty clay. Based on the test hole logs, we generally expect a minimum stripping depth of 0.2 m. Considering the contemplated depth of construction, we anticipate that the depth of stripping should be dictated by the construction elevations rather than the suitability of the subsurface soils.

The excavation of unsuitable soils should extend beyond the outer edge of the building envelopes. The distance of the over excavation should be equal to the thickness of proposed fill beneath the proposed structure. Grade reinstatements should be completed using engineered fill. In the context of this report, engineered fill is defined as clean sand to sand and gravel compacted in 300 mm loose lifts to a minimum dry density of 95% Modified Proctor (ASTM D1557).

The placement and compaction of engineered fill should be reviewed by the geotechnical engineer

6.2 Spread Foundations

Following the recommended site preparation, outlined in Section 6.1, footings which are founded on undisturbed natural, stiff to very stiff silty clay, described in Section 4.1, located below 4 m depth with respect to existing site grades may be designed on the basis of a service bearing pressure of 100 kPa for strip or pad footings. Foundations bearing on engineered fill may also be designed on the basis of a service bearing pressure of 100 kPa, Factored ultimate bearing pressures may be assumed to be 50% higher than the service bearing pressures.

We estimate for foundations designed as recommended, settlements will not exceed 25 mm total and 20 mm in 10 metres differential.

Irrespective of the allowable bearing pressures given, pad footings should not be less than 600 mm by 600 mm and strip footings should not be less than 450 mm in width. Footings should also be buried a minimum of 450 mm below the surface for frost protection.

The native silty clay soils is expected to be moisture sensitive and so immediately after excavation and review by the geotechnical engineer it should be protected. We recommend that the subgrade should be blinded with 100 mm of 19 mm clear crush gravel. Any water softened material, or subgrade soil disturbed

for any reason, must be excavated and be replaced with engineered fill.

Foundation subgrades must be inspected by a geotechnical engineer prior to footing construction.

6.3 Slab-On-Grade Floors

Floor slabs should be underlain by a minimum of 150 mm of a free draining granular material such as 19 mm clear crushed gravel which is hydraulically connected to the foundation drainage system. A moisture barrier should underlie the slab directly above the free draining granular material.

Compaction of the slab-on-grade fill should be reviewed by the geotechnical engineer.

6.4. Foundation Drainage

All structures with below grade construction (basement/underground parking) must be designed with a perimeter drainage system.

6.5 B.C. Building Code Seismic Site Class

The development property falls under "Site Class D" as defined in Section 4.1.8.4 of the 2012 BC Building Code. A Site Class D is referenced as "stiff soil" site in the building code and consists of a property with an average shear wave velocity of 180 to 360 m/s, or standard penetration resistance (N_{60}) of 15 to 50, or undrained shear strength of 50 to 100 kPa in the upper 30 m of the soil profile.

6.6 Temporary Excavations

Based on the review of the preliminary architectural drawings, we anticipate that excavations to depths ranging from 4 to 8 m would be needed at (or near) the property line, resulting in vertical cuts. Given the subsurface conditions, we are of the opinion that conventional anchored shotcrete walls would be a suitable shoring method at this site for one level of underground parking. The upper crust will be penetrated by 2 levels of excavation and a more robust system of anchor supported sheetpiles or secant piles would likely have to be considered. We can provide detailed shoring/excavation design drawings once final architectural/structural drawings are available.

Temporary cut slopes in excess of 1.2 metres in height with worker entry require inspection by a professional engineer in accordance with Work Safe BC guidelines.

Due to the observed shallow depth of groundwater table, temporary cut slopes would not be feasible for deep excavations. The extent of 2 level parking would ideally be limited from a shoring cost perspective.

Temporary cut slopes should be covered in poly sheeting for the duration of the work to inhibit erosion.

6.7 Lateral Earth Pressures on Foundation Walls

The earth pressure on the foundations walls depends upon a number of factors including the backfill material, surcharge loads, backfill slope, drainage, rigidity of the basement wall, and method of construction including sequence and degree of compaction.

For the foundation walls we recommend the following earth pressures; For a fully restrained foundation walls designed for static pressure a pressure distribution of 10H (kPa) triangular should be employed, where 'H' is the buried depth of the wall, in metres. For an unrestrained basement wall a static pressure distribution of 7H (kPa) triangular may be used. Dynamic loading induced by the design earthquake should be added to the static loads and should be taken as 6H (kPa) inverted triangular.

Restrained versus unrestrained conditions depend upon the degree of wall movement. A flexible, or unrestrained wall, is allowed to move 0.002H outwards at the top of wall, where H is the height of the wall. A restrained or rigid wall is prevented from rotating out at the top of the wall either by intervening walls or floors which prevent deflection of the wall. Partial movements of the wall may result in pressures somewhat less than the restrained condition but it is not possible to predict intermediate cases with any degree of certainty.

We have assumed that a sand chimney drain will be used directly against the foundation walls as noted above and that a perimeter drainage system will also be employed to collect any water from behind the walls. Therefore, our wall loading scenarios presented above assume that no water pressure will be generated against the walls. Our loading scenarios also assume that only nominal compaction effort will be conducted within 0.6 metres of the foundation walls so that compaction pressures are not imposed on foundation walls.

All earth pressures are based upon unfactored soil parameters and are assumed to be unfactored loads.

6.8 Utility Installation

Bedding and backfilling materials, as well as compaction specifications, for any new proposed utilities on site should conform to the specifications outlined in the Master Municipal Construction Documents (MMCD).

Where temporary excavations are required to install utilities the latest Work Safe BC guidelines for open trenching and shoring should be employed.

Where firm clays are encountered at bedding elevations the thickness of bedding may have to be increased depending on the size of the proposed utility. These requirements will have to be further evaluated after review of the civil design.

7.0 DESIGN REVIEWS AND CONSTRUCTION INSPECTIONS

The preceding sections make recommendations for the design and construction of the proposed residential development. We have recommended the review of certain aspects of the design and construction. It is important that these reviews are carried out to ensure that our intentions have been adequately communicated. It is also important that any contractor(s) working on the site review this document prior to commencing their work.

The required reviews are summarized below:

1. Review of site stripping operations
2. Review of foundation subgrade prior to footing construction
3. Review of slab-on-grade fill compaction prior to slab construction

4. Review of the compaction of engineered fill
5. Review of shoring/excavation and anchor testing
6. Review of any excavations encountering seepage

8.0 CLOSURE

This report has been prepared exclusively for Falcon Homes, for their use and the use of others on their design team. The report remains the property of GeoPacific Consultants Ltd. and unauthorized use of, or duplication of, this report is prohibited.

We are pleased to be of assistance to you on this project and we trust that our comments and recommendations are both helpful and sufficient for your current purposes. If you would like further details or would like clarification of any of the above, please do not hesitate to contact the undersigned.

For:
GeoPacific Consultants Ltd.

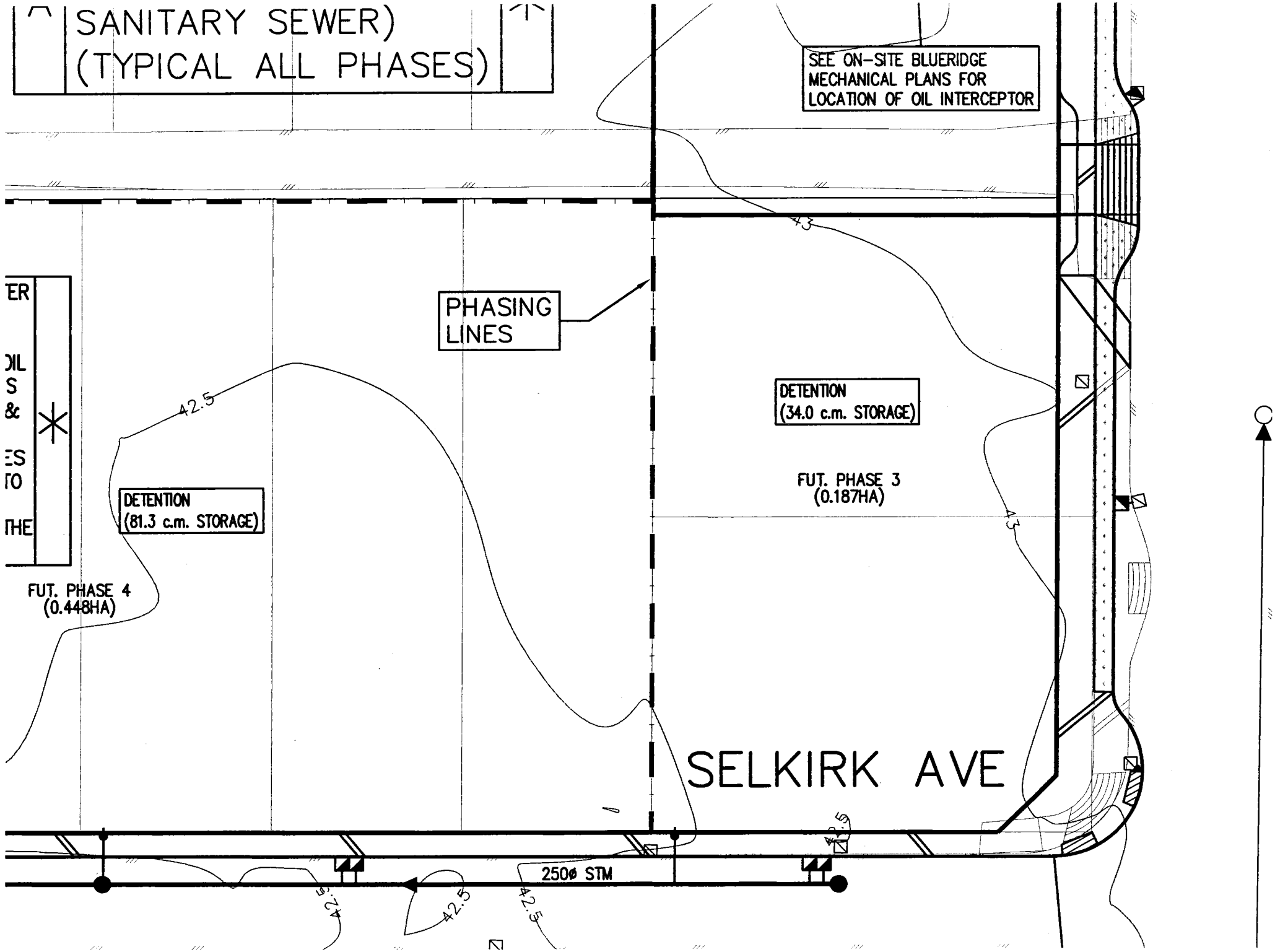
Reviewed By:

PROFESSIONAL PROVINCE OF J. G. CARTER # 29777 BRITISH COLUMBIA ENGINEER

AUG 03 2016

Mohammad Deriszadeh, M.Sc., Ph.D.
Geotechnical Consultants

John Carter, M.Eng., P.Eng.
Principal Engineer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(TYPICAL ALL PHASES)
SEE ON-SITE BLUERIDGE MECHANICAL PLANS FOR LOCATION OF OIL INTERCEPTOR
PHASING LINES
DETENTION (34.0 c.m. STORAGE)
FUT. PHASE 3 (0.187HA)
DETENTION (81.3 c.m. STORAGE)
FUT. PHASE 4 (0.448HA)
SELKIRK AVE
250ø STM
43
42.5

Schedule "F"

TERMS OF INSTRUMENT - PART 2
Section 219 Covenant

THIS COVENANT dated for reference the ____ day of _____, 201__,

BETWEEN:

FALCON VILLAGE DEVELOPMENT LTD., a company incorporated in British Columbia under No. BC1106837, having a registered office at c/o Fleming Olson Taneda & MacDougall, 4038- 200B Street, Langley, BC, V3A 1N9

(the "Developer")

AND:

CITY OF MAPLE RIDGE, a municipality incorporated under the *Community Charter*, and having its office at 11995 Haney Place, Maple Ridge, BC, V2X 6A9

("City")

WHEREAS:

A. The Developer is the registered owner in fee simple of those lands and premises in Maple Ridge, British Columbia which are legally in Item 2 of the Form C attached hereto (collectively, the "Lands");

B. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;

C. The City, after a request for proposal process, sold the Lands to the Developer in Phases on the condition that the Lands are developed in conformance with the Developer's development proposal, including the provision of amenities for the development;

D. [***USE FOR PHASE 2, 3 and 4***] An agreement on these same terms is also registered against another portion of this development being PID: ____, Lot _____, and it is intended that this Agreement and the agreement registered on that other property shall be read as one agreement.

E. The Developer wishes to grant and City wishes to accept these covenants over the Lands restricting the use and subdivision of the Lands in the manner herein provided;

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

Grant of Section 219 Covenant

1. The Developer hereby covenants, promises and agrees, pursuant to the Section 219 of the *Land Title Act*, as amended, that the Developer shall not subdivide, not build, use or not use the Lands, as the case may be, and may not apply for a building permit or occupancy permit as the case may be, except as provided for in Attachment "1" attached hereto.

Costs

2. The Developer shall comply with all the requirements of this Agreement at its own cost and expense.

Construction Standards

3. All works and services required to be undertaken by the Developer pursuant to this Agreement shall be completed to City's standards for those works and services and to the satisfaction of City.

Plans

4. Where a covenant, right of way or other document required by this Agreement requires a survey or other plan, the Developer shall be solely responsible, at its own cost, for preparation of the document, including the survey and the plan.

Registration

5. The Developer agrees to do everything necessary, at the Developer's expense, to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances that are registered, or the registration of which is pending at the time of application for registration of this Agreement, except those in favour of City.

Priority

6. Where any part of this Agreement requires the Developer to grant City a further covenant, statutory right of way or other interest in land as a condition of a subdivision

or use of the Lands, the Developer shall apply to register that document, at its own cost, in priority to all registered and pending financial charges.

Severance

7. 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 the Agreement.

Runs with Lands

8. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof, and shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Lands, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the Lands and any portion thereof.

Other Development Requirements

9. The Developer acknowledges and agrees that this Agreement does not include all the requirements for development of the Lands or any portion of the Lands, and that prior to construction or other development work, the Developer must obtain all necessary development permits, development variance permits, building permits, and other required approvals from City. The Developer acknowledges and agrees that acceptance of this Agreement by City is not confirmation that permits and other approvals will be granted or given by City.

Specific Relief

10. Because of the public interest in ensuring that all of the matters described in this agreement, and the provisions of all applicable laws, are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Municipality, in the event of an actual or threatened breach of this agreement.

Indemnity

11. The Developer hereby releases, indemnifies and saves harmless City, its elected officials, officers, employees, agents and others for whom City is responsible at law

from and against any and all manner of actions, causes of actions, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising out of or in any way due to or relating to the granting or existence of this Agreement or the carrying out of the transactions contemplated by it.

Interpretation

12. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

Bylaw to the Contrary

13. This Agreement shall restrict the subdivision and use of the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of City.

Other Requirements

14. The Developer acknowledges that satisfaction of the conditions established by this Agreement does not relieve the Developer from complying with all enactments and lawful requirements in relation to the subdivision and use of the Lands.

Further Assurances

15. The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

Waiver

16. Waiver by City of any default by the Developer shall not be deemed to be a waiver of any subsequent default.

Powers Preserved

17. Nothing contained or implied herein shall prejudice or affect the rights and powers of City in the exercise of its functions pursuant to the *Local Government Act* or the *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to the Lands, 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 Developer.

Enurement

18. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

Municipal Discretion

19. Wherever in this Agreement the approval of City is required, some act or thing is to be done to the satisfaction of City, or City is entitled to form an opinion or is given a sole discretion:

    (a) The relevant provision is not deemed fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by a representative of City;

    (b) The approval, opinion or satisfaction is in the discretion of City in its sole and unfettered discretion; and

    (c) City is under no public law duty of fairness or natural justice and may do any of those things in the same manner as if it were a private party and not a public body.

References

20. Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

City's Representative

21. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by City's Director of Planning or his/her delegate ("Planner").

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

ATTACHMENT "1"

Siting and Development

1. All buildings and structures to be constructed or erected on the Lands shall be constructed or erected in compliance with the Design Guidelines, attached hereto as Attachment "2". The City's Planner is hereby authorized to approve minor amendments to the Design Guidelines provided that such amendments are consistent with the overall character and intent of the original Design Guidelines. All references to Phases in this Attachment "1" refer to the buildings to be built in phases as shown on the Design Guidelines.

2. The Lands shall not be occupied for residential purposes unless the Developer has constructed, installed and completed all trees, shrubs, flowers, structural soils or approved alternative, irrigation systems, screening, decorative pavers, decorative concrete, decorative brick, decorative lighting, water features, seating areas and other aesthetic features to be constructed and installed on the Lands, as shown on the Design Guidelines to the satisfaction of the Planner, on or before the date that is ninety (90) days following the substantial completion of all dwellings to be constructed on the Lands .

3. All vehicular traffic through the Lands will be prohibited except through the east-west corridor marked "Lane" on page DP1.2 of the Design Guidelines.

4. The Developer will make provision for routes for pedestrian, wheelchair and bicycle transportation through the development, including granting easements for passage over the Lands or common property as the case may be, to the satisfaction of the Planner.

Public Art

5. [INTENTIONALLY REMOVED]

6. [INTENTIONALLY REMOVED]

Child Care Centre

7. The Developer shall, as part of the development of Phase 4, construct a daycare space within that development being one commercial retail unit, of at least 1,615 sq ft of indoor space (not including bathrooms and hallways) and 1663 sq ft of exclusive-use outdoor space, for use as a 25-child daycare (the "Daycare Space").

8. No building or structure on that part of the Lands known as Phase 4 shall be occupied until and unless the Developer has, to the satisfaction of the Planner and the Planner has confirmed same in writing:

a. obtained an occupancy permit from the City of Maple Ridge for the Daycare Space, and

b. entered into a written lease agreement with a daycare operator for use and operation of the Daycare Space.

9. Notwithstanding the City's zoning bylaw or any other bylaws for changes to the bylaws, the Developer will use the Daycare Space only for the operation of a daycare.

Green Building – LEED Certified Equivalency

10. Prior to applying for an occupancy permit in respect of any commercial buildings on the Lands, the Developer will ensure that the commercial and multi-family residential buildings on the Lands are constructed in a manner that is equivalent to or exceeds the 'LEED Certified' building standard set by the Canada Green Building Council in effect as at the date of the Phased Development Agreement, exclusive of any performance requirements of that standard ("LEED Certified"). The Developer will obtain written confirmation from a registered architect or other professional acceptable to the City that the buildings will meet or exceed the LEED Certified standard of construction in effect as of the date of this Agreement, exclusive of any performance requirements of that standard, and provide written confirmation to the City. For clarity, the parties anticipate that the Developer will employ the following methods:

a. Low-impact development standards, including absorbent soils, naturalized landscaping and xeriscaping, and permeable surfaces;

b. Rain water recovery systems;

c. Organic waste facilities;

d. Infrastructure for future alternative energy sources;

e. Roof gardens and permeable paving to reduce impervious surfaces;

f. Reduced indoor and outdoor water use through fixture selection and irrigation requirements;

g. Optimize energy efficiency through fixture and appliance selection, extensive use of daylight, and maximized envelope performance;

h. Materials are environmentally, economically, and socially have preferable life-cycle impacts;

i. Reduce construction water and divert materials wherever possible;

j. Enhance indoor air quality, thermal comfort and overall well-being by: conducting air quality assessment, utilizing low-emitting materials, maximizing natural ventilation, offering individual control of air temperature, maximizing daylight and providing unobstructed views for the majority of living control of air temperatures, maximizing daylight and providing unobstructed views for the

majority of living commercial spaces; and

k. Electrical vehicle charging stations and provision for Electrical Vehicles:

   i. Public parking: one Level 3 fast-charging receptacle located within the public surface parking area to be provided and wired to city power;

   ii. CRU tenant parking: install conduit to allow for one Level 2 charging receptacle per CRU unit; and

   iii. Residents' parking: install conduit to 10% of the parking stalls to allow for future Level 1 charging receptacles.

Rental Housing – Affordable Rental and Market Rental

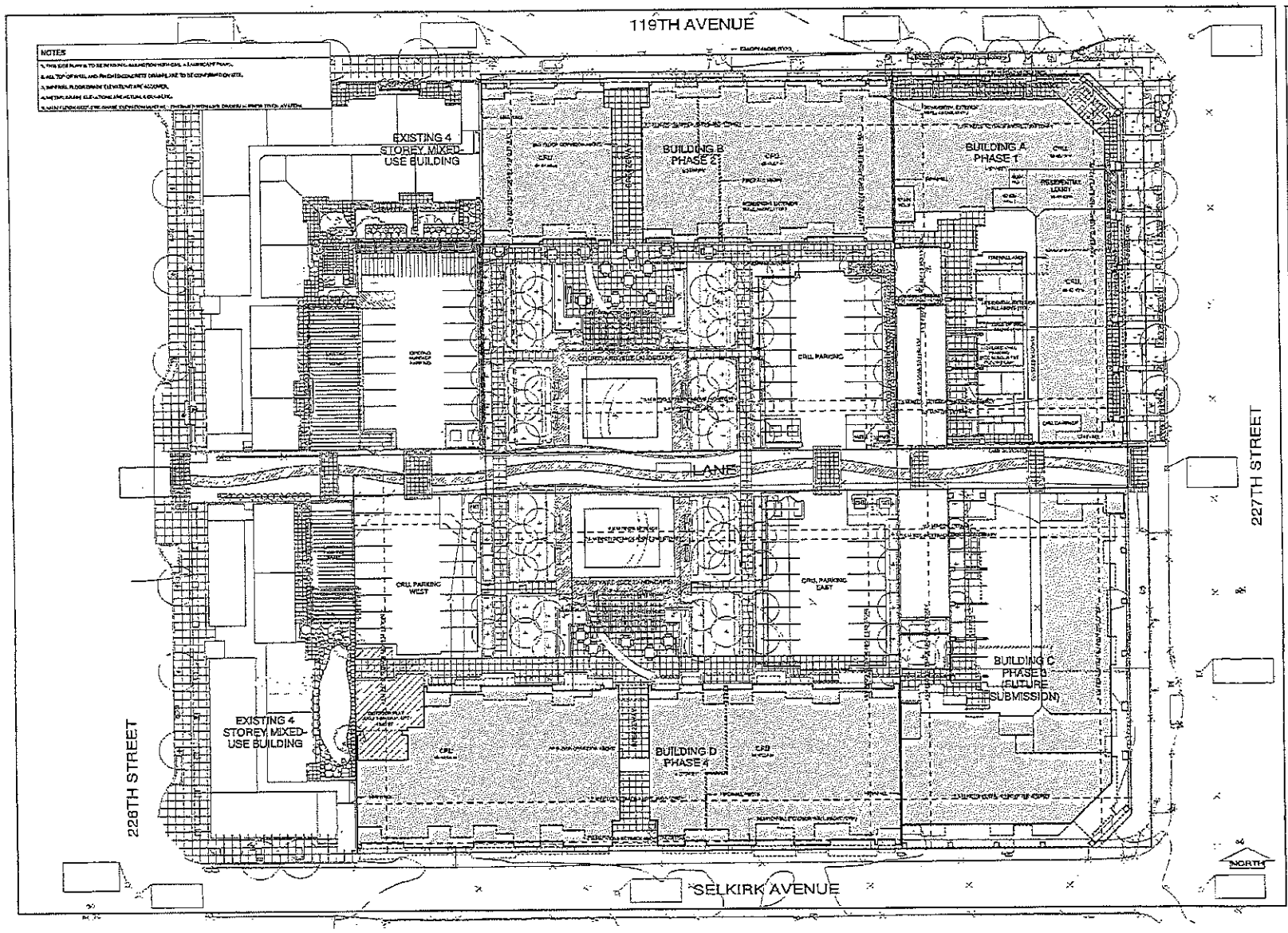
11. [INTENTIONALLY REMOVED]

Adaptable Units

12. [INTENTIONALLY REMOVED]

Restriction on Subdivision

13. The Developer shall not subdivide any portion of the Lands by way of strata plan under the *Strata Property Act* unless the Planner states in writing that the Planner is satisfied that the Developer has met or is on track to meet all requirements of this Agreement.



NOTES

REVISIONS:

CONSULTANT:

point's west ARCHITECTURE

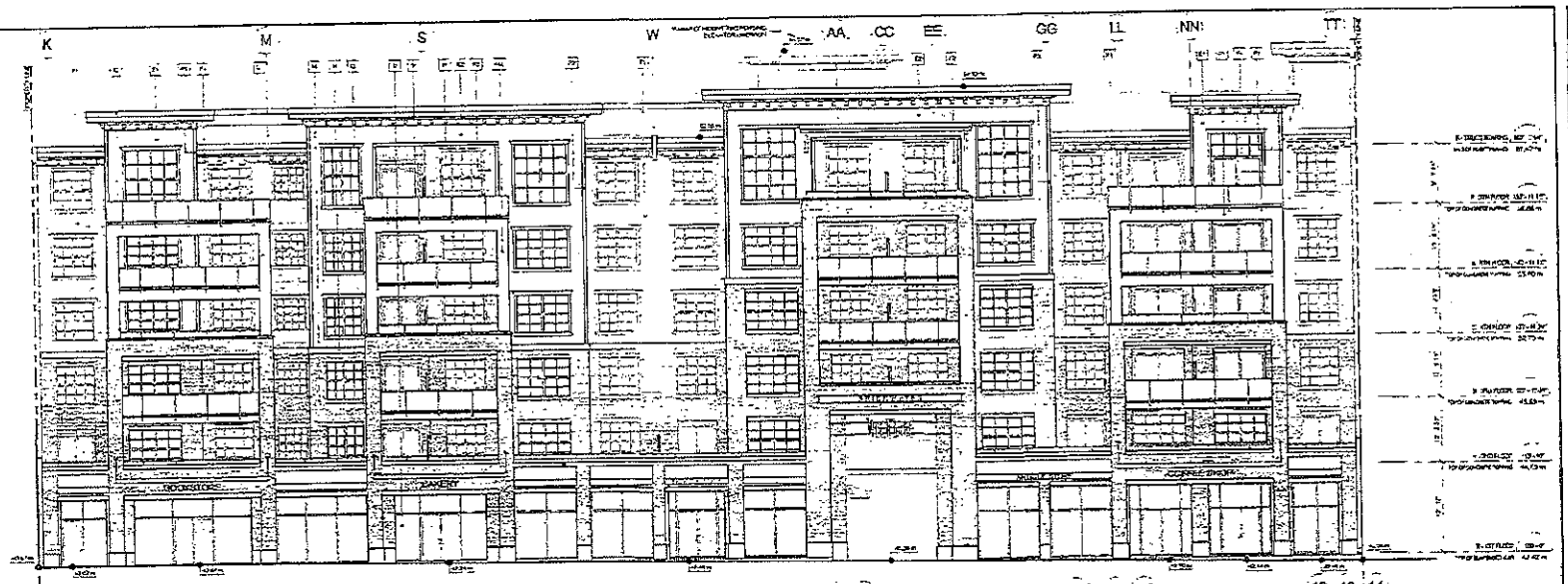
PROJECT:
FALCON VILLAGE

DATE: APRIL 2016
SCALE: AS SHOWN
DRAWN: VHF ZZ AR HG TT

DRAWING TITLE:
SITE PLAN

JOB NO: 1509

SHEET NO: DP1.2



NORTH ELEVATION

1/8" = 1'-0"

BUILDING FINISHES - BUILDING B

F1 - FASCIA - PAINTED CEMENTITIOUS FASCIA BOARD
COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON

W1 - WALL - PAINTED CEMENTITIOUS COVE BOARD AND BATTEN SIDING
COLOUR TO MATCH JAMES HARDIE COBBLESTONE

E2 - WALL - PAINTED CEMENTITIOUS COVE BOARD AND BATTEN SIDING
COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE

F1 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
COLOUR TO MATCH JAMES HARDIE COBBLESTONE

F2 - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE

C1 - WALL - PAINTED CEMENTITIOUS PANEL SIDING
COLOUR TO MATCH JAMES HARDIE COBBLESTONE

C2 - WALL - PAINTED CEMENTITIOUS PANEL SIDING
COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE

M - WALL - BRICK VENEER
MATERIAL MATCHING CLASSIC FINISH

R - TRIM - PAINTED CEDAR WALL & PLASTERED (TYPICAL)
COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON

P1 - TRIM - PAINTED 2x6 CORNER TRIM
COLOUR TO MATCH JAMES HARDIE COBBLESTONE

P2 - TRIM - PAINTED 2x6 CORNER TRIM
COLOUR TO MATCH JAMES HARDIE MONTEREY TAUPE

O - TRIM - PAINTED 2x6 WINDOW TRIM
COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON

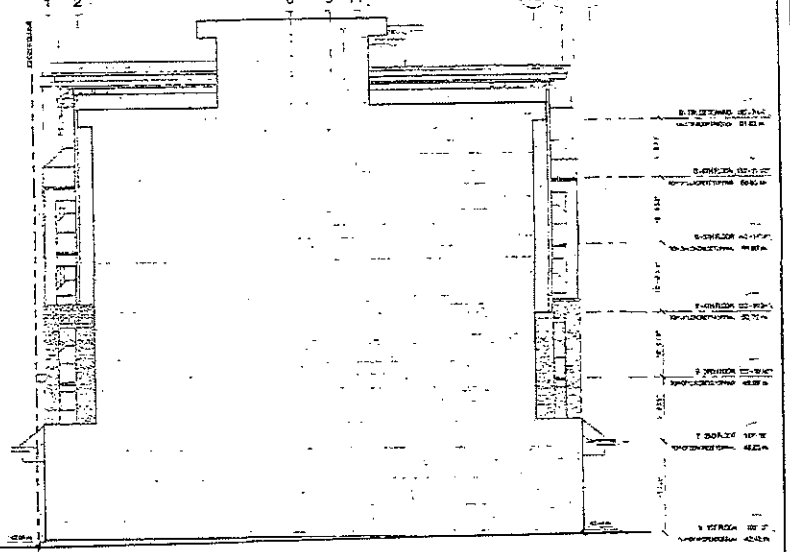
A - GLAZING - VINYL FRAME WINDOW UNIT
FRAME COLOUR TO BE FACTORY BLACK

U - GLAZING - PREFINISHED STOREFRONT
FRAME COLOUR TO BE FACTORY BLACK

V - MISC - METAL GUARD
COLOUR TO BE FACTORY BLACK

NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASTERISKED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND SURVEYED
3. MAIN FLOOR/SURVEYED GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION



WEST ELEVATION

1/8" = 1'-0"

REVISIONS

CONSULTANT:

points west ARCHITECTURE

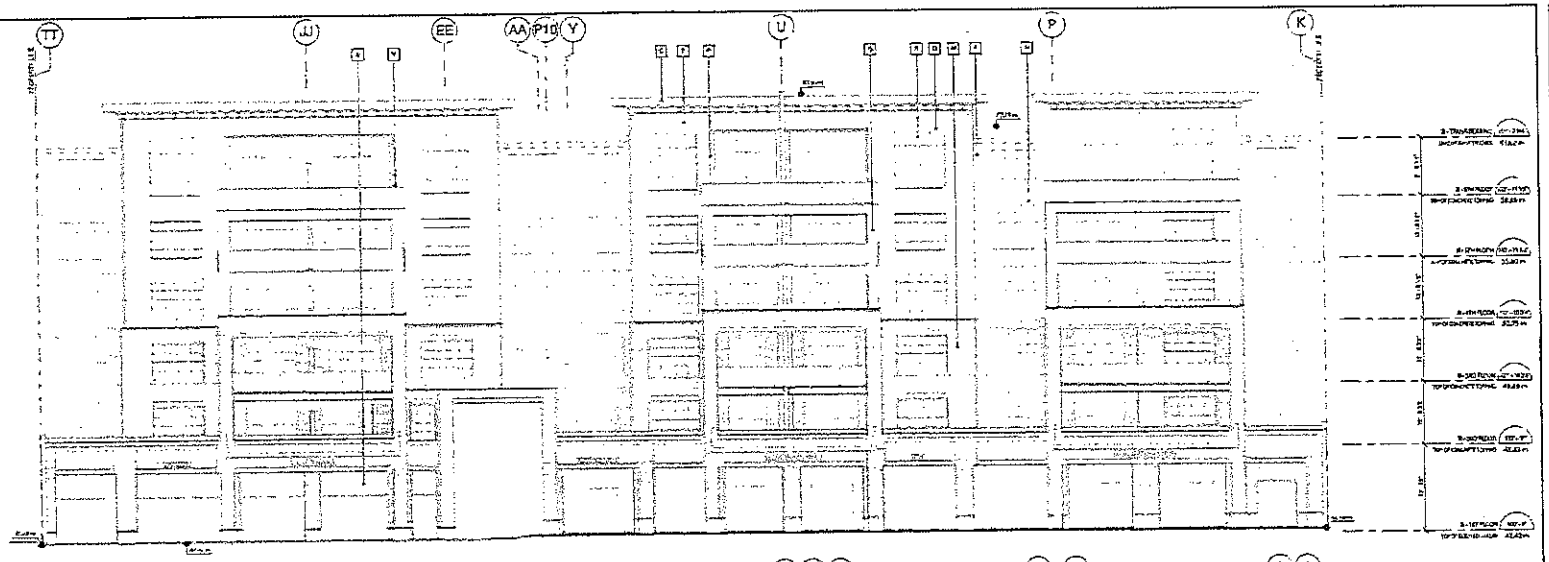
PROJECT:
BRICKWATER VILLAGE PHASE 2, BLDG B, 59 UNITS

11600 - 227th STREET, MAPLE RIDGE

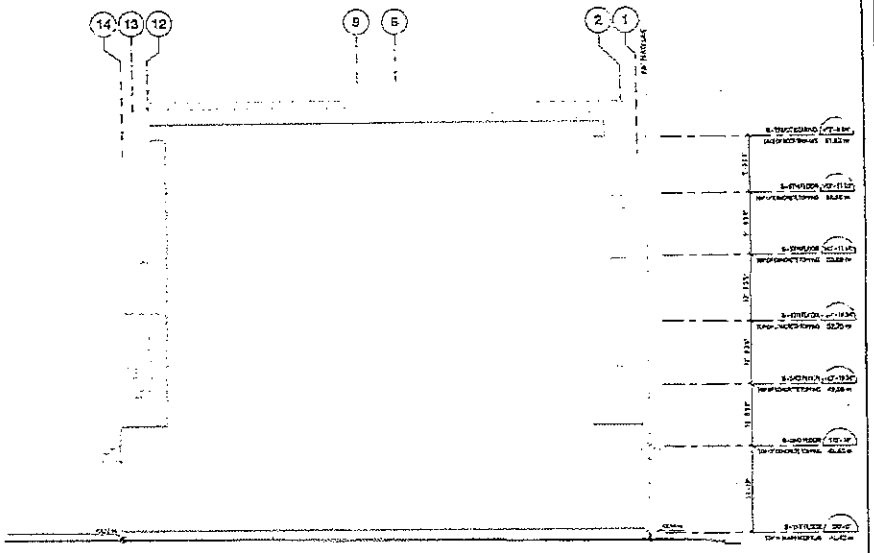
DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	VP TP HS AO VP

DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1604	DP3.1b



SOUTH ELEVATION
1/8" = 1'-0"



EAST ELEVATION
1/8" = 1'-0"

BUILDING FINISHES

A - ROOF - LAMINATED FIBREGLASS SHINGLE - (40 YR WARRANTY)
B - FASCIA - PAINTED 2x BOARD FOR FASCIA WITH PREFINISHED ALUMINUM GUTTERS WHERE REQUIRED
C - FASCIA - PAINTED 1x TRIM ON 2x12 FASCIA BOARD
D - WALL - PAINTED CEMENTITIOUS SHAKE SIDING
E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
F - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
G - WALL - PAINTED CEMENTITIOUS PANELS WITH TRIM
H - WALL - VINYL SHAKE SIDING
J - WALL - VINYL BOARD AND BATTEN SIDING
K - WALL - VINYL HORIZONTAL SIDING
L - WALL - CAST CONCRETE STONE
M - WALL - BRICK VENEER
N - TRIM - PAINTED 2x12 FASCIA & FLASHING (TYPICAL)
P - TRIM - PAINTED 2x6 CORNER TRIM
Q - TRIM - PAINTED 2x4 WINDOW TRIM
R - GLAZING - VINYL FRAME WINDOW UNIT
S - GLAZING - FIXED GLASS PANELS
T - GLAZING - SLIDING GLASS PANEL ON 42" HIGH PRE-FINISHED ALUMINUM RAIL WITH TRACK
U - GLAZING - PREFABRICATED STOREFRONT
V - MISC - METAL GUARD
W - MISC - STEEL TRELLIS

NOTES:

1. IMPERIAL FLOOR GRADE ELEVATIONS ACCEPTED
2. EXISTING GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION

REVISIONS:

CONSULTANT:

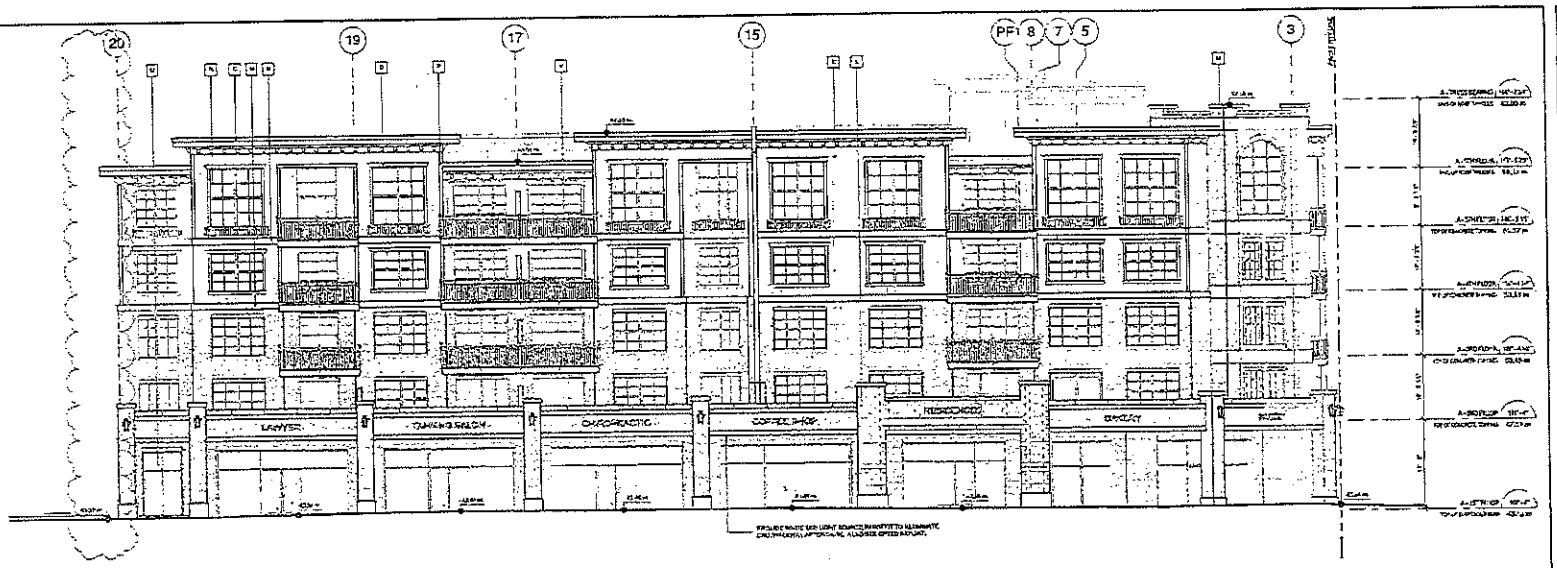
points west ARCHITECTURE

PROJECT:
FALCON VILLAGE
PHASE 2, BLDG B, 59 UNITS

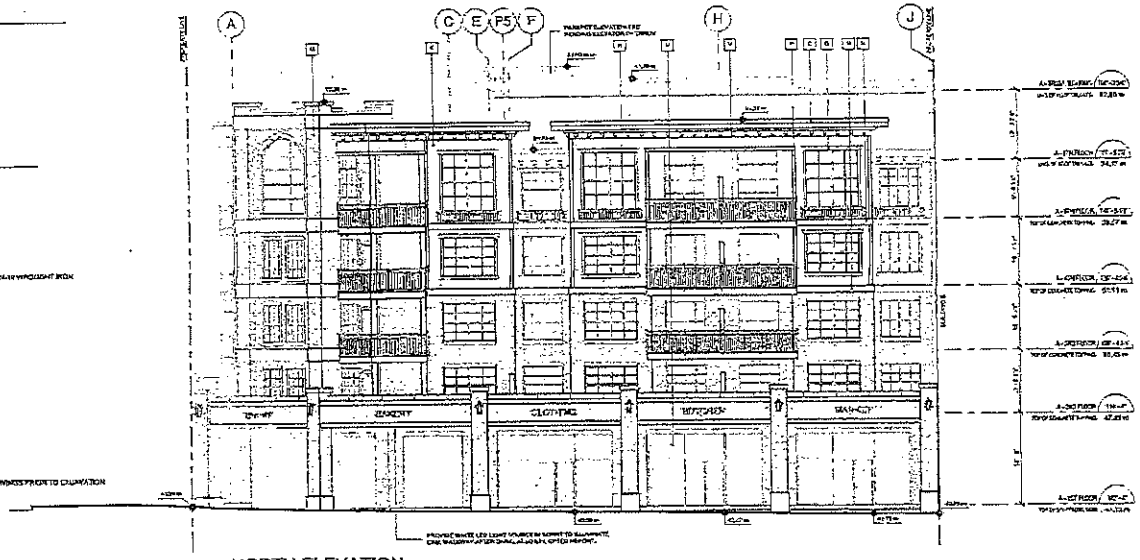
DATE: APRIL 2010
SCALE: As Indicated
DRAWN: HP TP AS AP

DRAWING TITLE:
ELEVATIONS

JOB NO: 1509-B
SHEET NO: DP3.2b



EAST ELEVATION
1/8" = 1'-0" (1:96)



NORTH ELEVATION
1/8" = 1'-0" (1:96)

BUILDING FINISHES - BUILDING A

C - FASCIA - PAINTED HIS TRIM ON DENSE FASCIA BOARD
COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON

E - WALL - PAINTED DEMONITROUS BOARD AND BATTEN SIDING
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

L - WALL - CAST CONCRETE STONE
ARMSTRONG PT REMASCHADE BRUSHBLASTED WHEAT

M - WALL - BRICK VENEER
VIRTUAL MATERIALS CLASSIC DUNES

H - TRIM - PAINTED 3" WINDSILLS & FLASHING (TYPICAL)
COLOUR AT 4TH FLOOR AND AT ALL NICHE SILLS TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
COLOUR AT 5TH FLOOR TO MATCH JAMES HARDIE COBBLE STONE

P - TRIM - PAINTED 2x6 CORNER TRIM
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

D - TRIM - PAINTED 2x6 WINDOW TRIM
COLOUR TO MATCH BENJAMIN MOORE OC-55 DRAY MIST

R - GLAZING - VINYL FRAME WINDOW UNIT
FRAME COLOUR TO BE FACTORY BLACK

U - GLAZING - PREFABRICATED STOREFRONT
FRAME COLOUR TO BE FACTORY BLACK

V - MISC - METAL GUARD
COLOUR TO BE FACTORY BLACK

NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FACADE GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO CONSTRUCTION

REVISIONS:

CONSULTANT:

points west ARCHITECTURE

PROJECT:
BRICKWATER VILLAGE PHASE 1, BLDG A, 44 UNITS

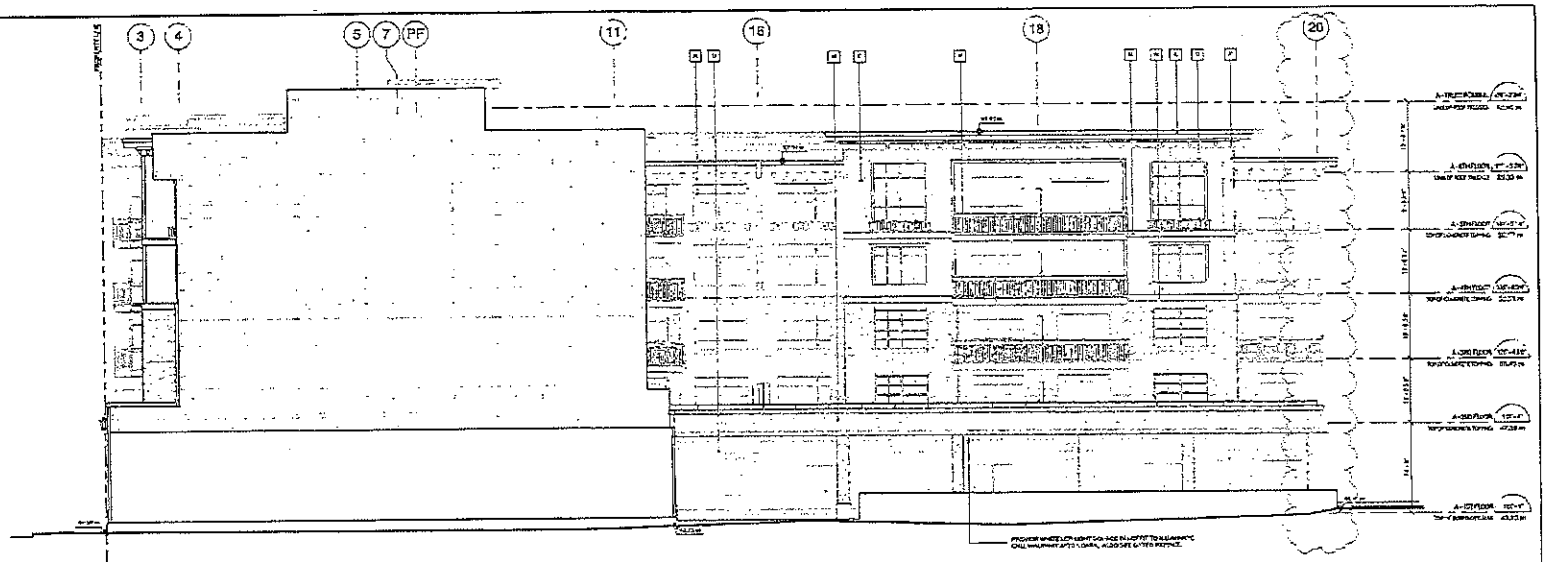
MAPLE RIDGE

DATE: APRIL 2014
SCALE: As indicated
DRAWN: MF TF AS AG

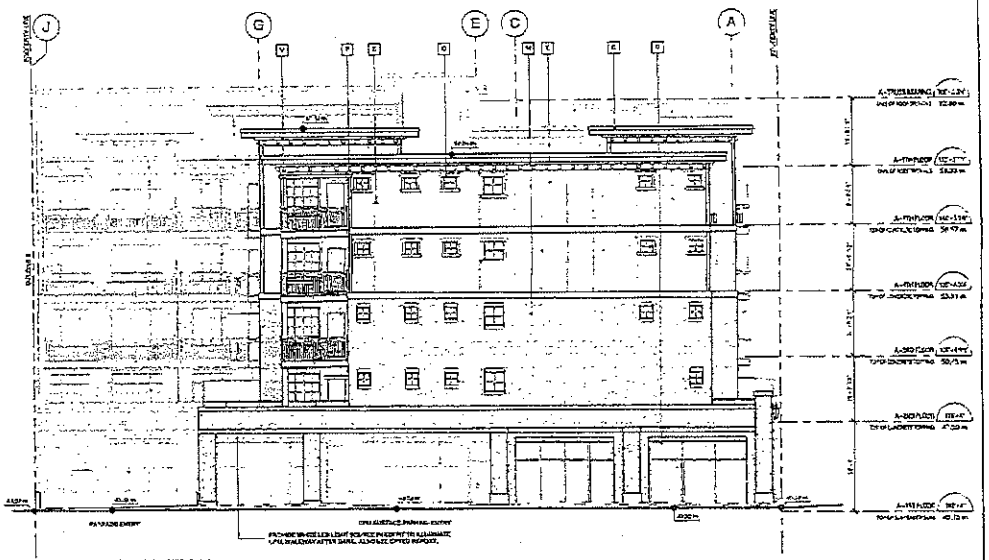
DRAWING TITLE:
ELEVATIONS

JOB NO: 1509

SHEET NO: DP3.1a



WEST ELEVATION
1/8" = 1'-0" (1:96)



SOUTH ELEVATION
1/8" = 1'-0" (1:96)

BUILDING FINISHES - BUILDING A

C - FASCIA - PAINTED 1x6 TRIM ON 1x12 FASCIA BOARD
COLOUR TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON

E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

L - WALL - CAST CEMENTE STONE
JURRASSIC KEMESTONE - CANDELASTED WHEAT

M - WALL - BRICK VENEER
NATURAL MATERIALS - GLACIAL GRAY

N - TRIM - PAINTED 2x12 MOEMD A FLASHING (TYPICAL)
COLOUR AT 4TH FLOOR AND AT ALL DECK EDGES TO MATCH BENJAMIN MOORE 2124-10 WROUGHT IRON
COLOUR AT 5TH FLOOR TO MATCH JAMES HARDIE COBBLE STONE

P - TRIM - PAINTED 5" CORNER TRIM
COLOUR TO MATCH JAMES HARDIE COBBLE STONE

Q - TRIM - PAINTED 2x6 WINDOW TRIM
COLOUR TO MATCH BENJAMIN MOORE OC-38 GRAY MIST

R - GLAZING - VINYL FRAME WINDOW UNIT
FRAME COLOUR TO BE FACTORY BLACK

U - GLAZING - PREFABRICATED STOREFRONT
FRAME COLOUR TO BE FACTORY BLACK

V - MISC - METAL GUARD
COLOUR TO BE FACTORY BLACK

NOTES

1. IMPERIAL FLOOR GRADE ELEVATIONS ARE ALIGNED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION

REVISIONS:

CONSULTANT:

points west ARCHITECTURE

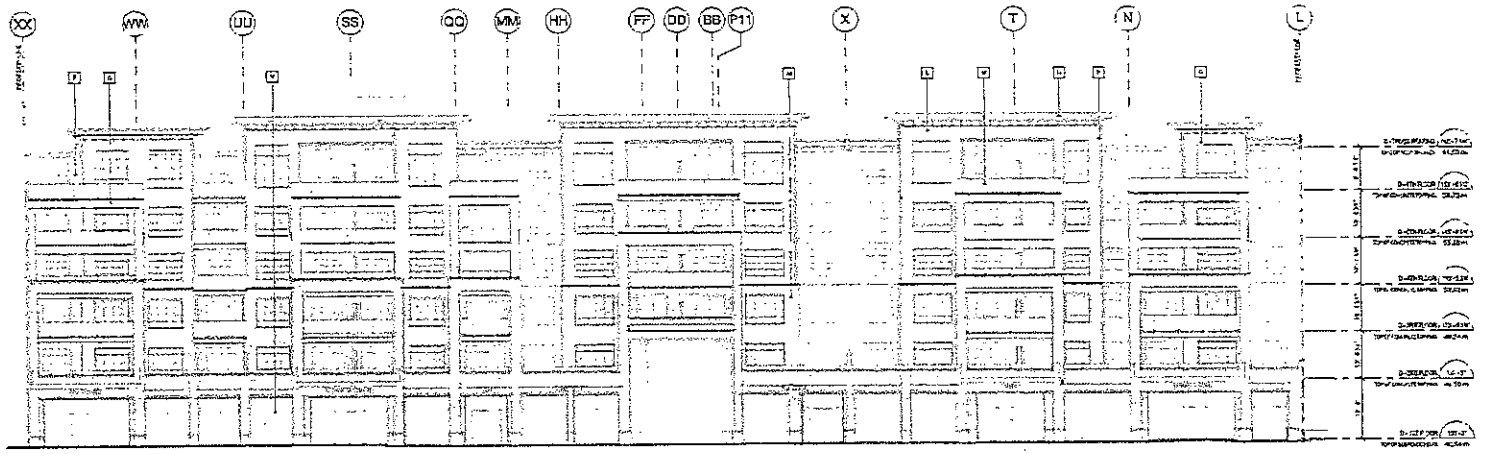
PROJECT:
BRICKWATER VILLAGE PHASE 1, BLDG A, 44 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WP TP MB AB

DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509	DP3.2a

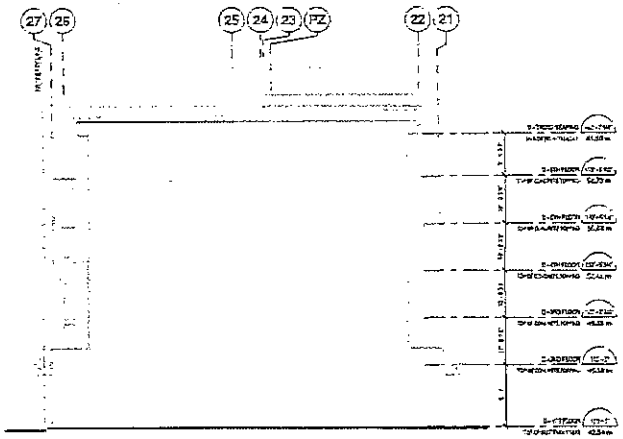


SOUTH ELEVATION
3/32" = 1'-0"

BUILDING FINISHES

A - ROOF - LAMINATED FIBERGLASS SHINGLES (40 YR. WARRANTY)
B - FASCIA - PAINTED 2x BUILT-UP FASCIA WITH PREFINISHED ALUMINUM GUTTERS WHERE REQUIRED
C - FASCIA - PAINTED 1x6 TRIM ON 2x12 FASCIA BOARD
E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
F - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
G - WALL - PAINTED CEMENTITIOUS PANELS WITH TRIM
L - WALL - CAST CONCRETE STONE
M - WALL - BRICK VENEER
N - TRIM - PAINTED 2x4 BOARD & FLASHING (TYPICAL)
P - TRIM - PAINTED 2x4 CORNER TRIM
Q - TRIM - PAINTED 2x6 WINDOW TRIM
R - GLAZING - VINYL FRAME WINDOW UNIT
S - GLAZING - FR-30 GLASS PANELS
T - GLAZING - SLIDING GLASS PANEL ON 42" HIGH PAINTED ALUMINUM RAIL WITH TRACK
U - GLAZING - PREFABRICATED STOREFRONT
V - MISC - METAL GUARD
W - MISC - STEEL TRELLIS

NOTES:
1. SUPERIOR FLOOR GRADE ELEVATIONS ARE RELATIVE
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION



EAST ELEVATION
3/32" = 1'-0"

REVISIONS:

CONSULTANT:

points west ARCHITECTURE

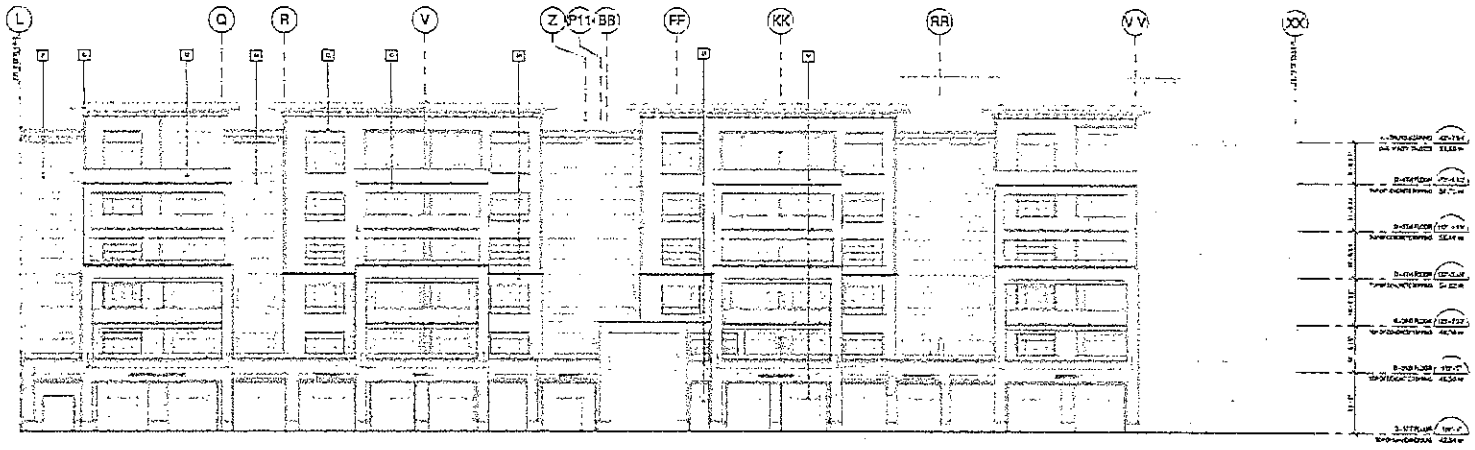
PROJECT:
FALCON VILLAGE,
BLDG D, 79 UNITS

MAPLE RIDGE

DATE: APRIL 2016
SCALE: As indicated
DRAWN: W.F. T.S. J.A.

DRAWING TITLE:
ELEVATIONS

JOB NO: 1509-D
SHEET NO: DP3.1d



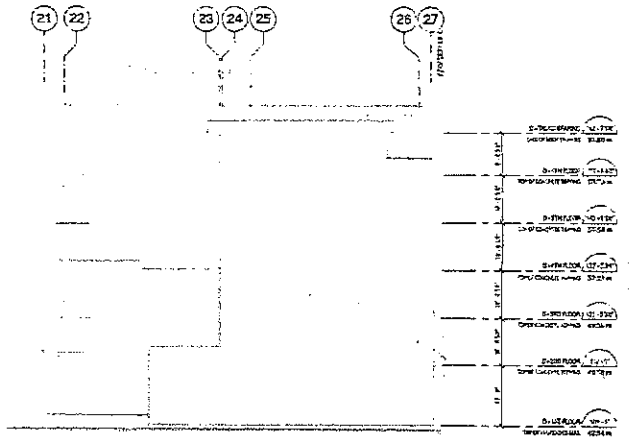
NORTH ELEVATION
3/32" = 1'-0"

BUILDING FINISHES

A - ROOF - LAMINATED FIBRECLAYS SHINGLES (40 YR. WARRANTY)
B - FASCIA - PAINTED 2x BOARD AND FASCIA WITH PREFINISHED ALUMINUM GUTTERS WHERE REQUIRED
C - FASCIA - PAINTED 1x6 TRIM ON 2X12 FASCIA BOARD
E - WALL - PAINTED CEMENTITIOUS BOARD AND BATTEN SIDING
F - WALL - PAINTED CEMENTITIOUS CLAPBOARD SIDING
G - WALL - PAINTED CEMENTITIOUS PANELS WITH TRIMS
L - WALL - CAST CONCRETE STONE
M - WALL - BRICK VENEER
N - TRIM - PAINTED 2x12 MIDBAND & FLASHING (TYPICAL)
P - TRIM - PAINTED 2x6 CORNER TRIM
Q - TRIM - PAINTED 2x6 WINDOW TRIM
R - GLAZING - [illegible]
S - GLAZING - FIXED GLASS PANELS
T - GLAZING - SLIDING GLASS PANEL ON 42" HIGH PREFINISHED ALUMINUM RAIL WITH TRACK
U - GLAZING - PREFABRICATED STOREFRONT
V - SHING - METAL GUARD
W - WDC - STEEL TRELLIS

NOTES

1. INTERNAL FLOOR GRADE ELEVATIONS ARE ALIGNED
2. METRIC GRADE ELEVATIONS ARE ACTUAL AND GEODETIC
3. MAIN FLOOR GEODETIC GRADE ELEVATIONS MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION



WEST ELEVATION
3/32" = 1'-0"

REVISIONS:

CONSULTANT:

points west ARCHITECTURE

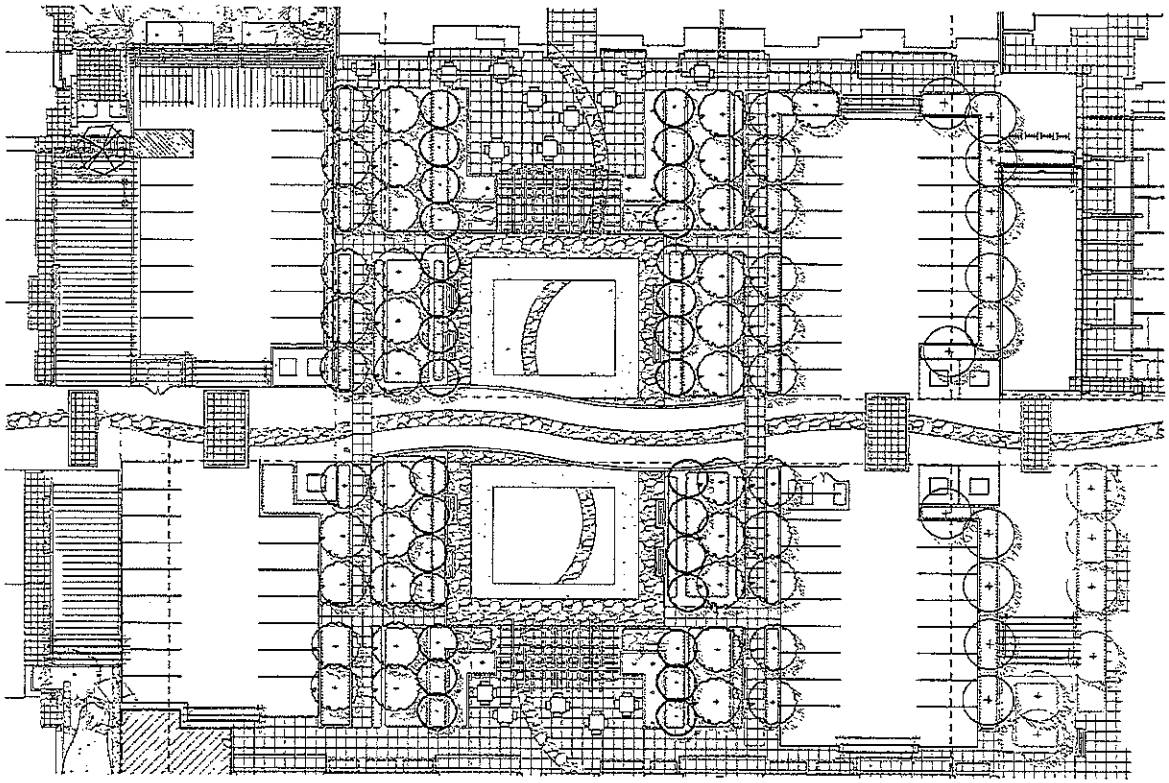
PROJECT:
FALCON VILLAGE,
BLDG D, 79 UNITS

MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	AS INDICATED
DRAWING:	[illegible]

DRAWING TITLE:
ELEVATIONS

JOB NO:	SHEET NO:
1509-D	DP3.2d



PLANT SCHEDULE

M2 JOB NUMBER: 9x-xxx

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE				
	12	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	50M CAL; 2M STD; B&B
	46	CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPEAN HORNBEAM	7 GM CAL; B&B; 1.8M STD
	30	CORNUS KOUSA 'MOLFEYES'	MOLFEYES CHINESE DOGWOOD	3M HT; 1.5M STD; B&B

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNTA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVISION MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

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M2 LANDSCAPE ARCHITECTURE

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

N

NO	DATE	REVISION DESCRIPTION	BY
4	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]
1	[illegible]	[illegible]	[illegible]

SEAL:

PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE

DRAWING TITLE:
TREE PLAN

DATE: [illegible]
SCALE: [illegible]
DRAWN BY: [illegible]
DESIGN BY: [illegible]
CHKD: [illegible]

DRAWING NUMBER: L4 OF 17

M2LA PROJECT NUMBER: JOB NO 9207

1000 Bylaws

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2016-240-RZ
FROM:	Chief Administrative Officer	**MEETING:**	COUNCIL

SUBJECT: **Final Reading:**
Official Community Plan Amending Bylaw No. 7342-2017
Zone Amending Bylaw No. 7262-2016

Repeal:
Selkirk Avenue Housing Agreement Bylaw No. 7346-2017
22638 -119 Avenue and 22633 Selkirk Avenue

First; Second and Third Reading
Selkirk Avenue Housing Agreement Bylaw No. 7347-2017
11893 - 11865 - 227th; 22638 - 119 Avenue and 22633 Selkirk Avenue

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EXECUTIVE SUMMARY:

The purpose of the rezoning is to permit the construction of two, six storey mixed use buildings at 22638 - 119th Avenue and 22633 Selkirk Avenue. In order to achieve the rezoning the following bylaws and motions are required.

Council granted first reading for Zone Amending Bylaw No. 7262-2016 on July 26, 2016. Council granted first and second reading for Official Community Plan Amending Bylaw No.7342-2017 on June 13, 2017 and second reading for Zone Amending Bylaw No.7262-2016 on June 13, 2017. This application was presented at Public Hearing on July 18, 2017, and Council granted third reading on July 25, 2017.

Council also granted a first and second reading of Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 on June 13, 2017. However, this Bylaw must be repeal and replaced with Housing Agreement Bylaw No. 7347-2017 to be consistent with the Sales and Purchase Agreement.

RECOMMENDATION:

That Official Community Plan Amending Bylaw No. 7342-2017 be adopted; and

That Zone Amending Bylaw No. 7262-2016 be adopted; and

That first and seconding reading of Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 be repealed; and

That the Selkirk Avenue Housing Agreement Bylaw No. 7347-2017 be given first; second and third reading.

DISCUSSION:

a) Background Context:

Council considered this rezoning application at a Public Hearing held on July 20, 2017. On July 26, 2017 Council granted Third Reading to Official Community Plan Amending Bylaw No. 7342-2017 and Zone Amending Bylaw No. 7262-2016 with the stipulation that the following conditions be addressed:

i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;

ii) Approval from the Ministry of Transportation and Infrastructure;

iii) Amendment to Official Community Plan Schedule "A", Chapter 10.4 Town Centre Area Plan, Schedule 1;

iv) Registration of a geotechnical report as a Restrictive Covenant which addresses the suitability of the site for the proposed development;

v) Registration of a Restrictive Covenant which addresses storm/rain water management;

vi) Road dedication and truncation as required;

vii) Registration a Restrictive Covenant for Public Art;

viii) Registration of a Statutory Right-of-Way plan and agreement for public access and emergency access;

ix) Registration of a Reciprocal Cross Access Easement Agreement for vehicles and pedestrians;

x) Registration of a Reciprocal Parking Easement Agreement as maybe necessary;

xi) Registration of a Restrictive Covenant for protecting the Visitor Parking;

xii) Registration of a Covenant tying each required parking stall to a specific unit which prohibits a future Strata Corporation from reducing the number of parking stalls allocated to each unit and that each tandem parking stall is tied to one unit;

xiii) Registration of a Restrictive Covenant that the owner developer or Strata Corporation must provide in the budget the cost to maintain the Statutory Right of Way Area for public access and emergency access;

xiv) If the Director of Waste Management from the Ministry of Environment determines that a site investigation is required based on the submitted Site Profile, a rezoning, development, or development variance permit cannot be approved until a release is obtained for the subject properties;

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) Registration of a Housing Agreement in accordance with Section 483 of the Local Government Act and a Restrictive Covenant stating that a minimum of 7 dwelling units will be restricted to rental units consisting of market and non market housing; a minimum of ten percent of the dwelling units will be designed and built to comply with SaferHome Standards, and in accordance with Section 3.8.5 Adaptive Dwelling Units of the British Columbia Building Code as amended; one unit must be fully accessible per the BC Building Code; and the rental units will be in perpetuity.

<u>The following applies to the above:</u>

i. The City of Maple Ridge is currently the owner of the property; therefore the City must enter into the Rezoning Servicing Agreement. The applicant has requested that the agreement be in the form of a phased payment scheme so that payment of the required works and services will be in conjunction with the completion of the purchase of each parcel of land as outlined in the Purchase and Sales Agreement (PSA), save and except phase 2 that has been secured in conjunction with this rezoning. The City of Maple Ridge has received $290,646.00 for the payment of phase 2 security and $24,361.40 for fees. The City will receive the remaining security and fees at the time of completion of the purchase of each subsequent phase. Phase 3 security will be $464,556.00 and the fees paid will be $35,644.05. Phase 4 security will be $146,420.00 and the fees paid will be $7,171.35;

ii. The Housing Agreement will be registered on the title of the subject property and is a charge that will carry when the title of the property is transferred into the applicant's name when the purchases of the properties are completed. (Appendix F);

iii. A single omnibus restrictive covenant has been prepared that includes the following restrictions:
   - Geotechnical Requirements;
   - Storm and rainwater management;
   - Public Art;
   - Protection of Visitor Parking; and
   - Parking Stall assignment for strata unit.

   The City of Maple Ridge is currently the owner of the property; therefore the City must enter into the restrictive covenant. The restrictive covenant will be registered on the titles of the subject properties and are a charge that will carry when the title of the property is transferred into the applicant's name when the purchase of the properties are completed. The restrictive covenant is a charge on the title of the lands in perpetuity;

iv. The Ministry of Transportation and Infrastructure has signed Bylaw 7262-2016;

v. Road dedication has been completed via subdivision plan EPP6549;

vi. Statutory Right of Way has been registered on the title of the properties;

vii. The required easements will be obtained now at the time of completion of the sale of the lands;

viii. The applicant has provided a letter of determination from the Ministry of Environment that in accordance with section 7(1) of the Contaminated Sites Regulations, the Director does not require or intend to order a site investigation under section 41 of the Act;

ix. Letter from applicant's engineer that there is no evidence of underground storage tanks on the subject property; and

x. The applicant's engineer has submitted a Traffic Impact Study which has been accepted by the City.

CONCLUSION:

As the applicant has met Council's conditions, it is recommended that Final Reading be given to Official Community Plan Amending Bylaw No. 7342-2017 and Zone Amending Bylaw No. 7262-2016. It is also recommended that first and second reading of Selkirk Avenue Housing Agreement Bylaw No. 7346-2017 be rescinded and the updated Selkirk Avenue Housing Agreement Bylaw No. 7347-2017 be given first; second and third reading.

"Original signed by Wendy Cooper"

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

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

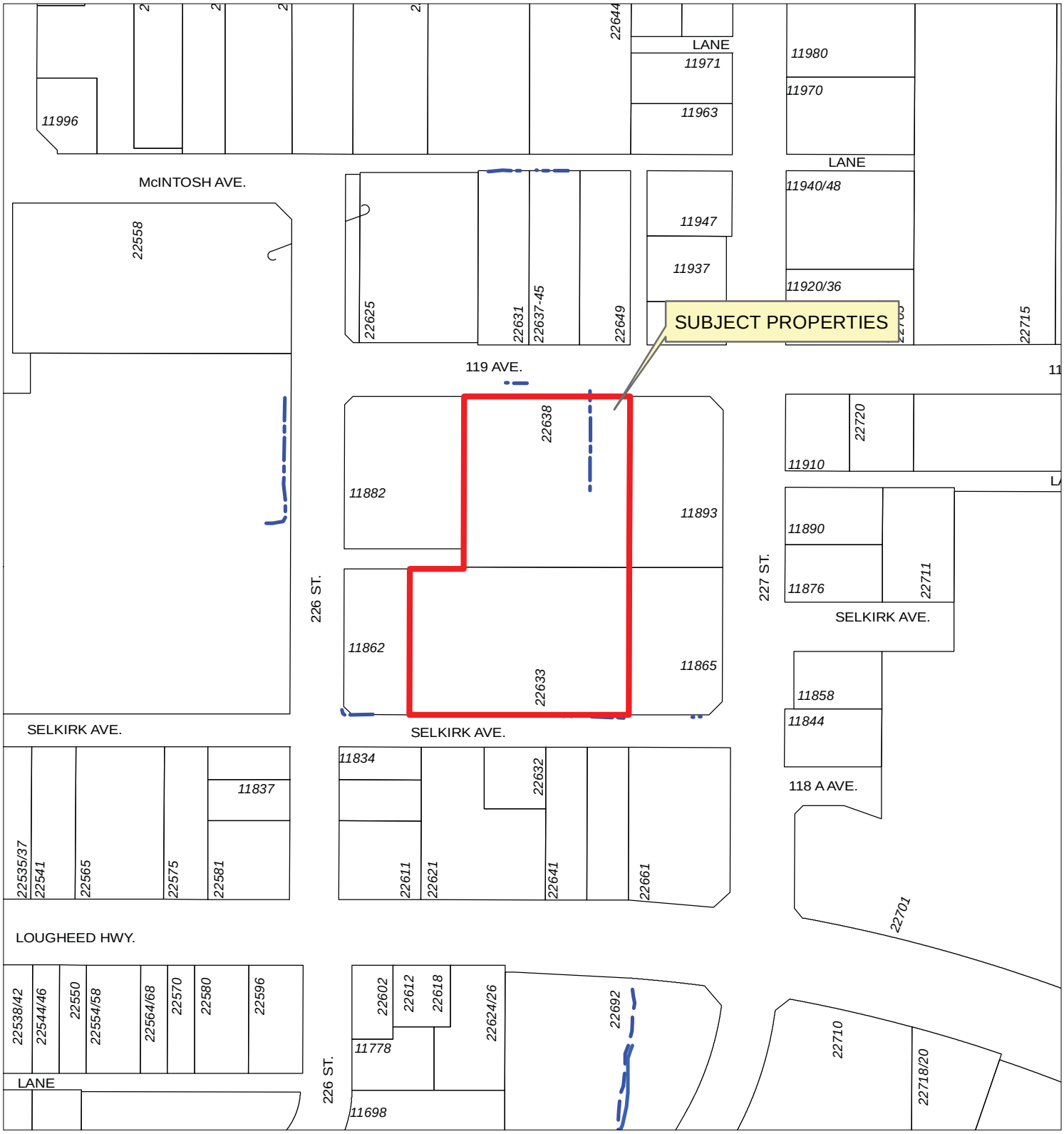
Approved by: Frank Quinn, MBA, P.Eng
GM: Public Works & Development Services

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Bylaw No. 7342-2017
Appendix C – Bylaw No. 7262-2016
Appendix D – Bylaw No. 7346-2017
Appendix E – Bylaw No. 7347-2017
Appendix F – Housing Agreement

APPENDIX A



N

Scale: 1:2,000

Legend

- Stream
- Ditch Centreline
- Indefinite Creek

22633 SELKIRK AVENUE
22638 119 AVENUE

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2016-240-VP
DATE: Nov 15, 2017
BY: DT

CITY OF MAPLE RIDGE
BYLAW NO. 7342-2017

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

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

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

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7342-2017."

2. Schedule "B" is hereby amended for that parcel or tract of land and premises known and described as:

   Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496
   Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

   and outlined in heavy black line on Map No. 948, a copy of which is attached hereto and forms part of this Bylaw, is hereby designated/amended as shown.

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

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

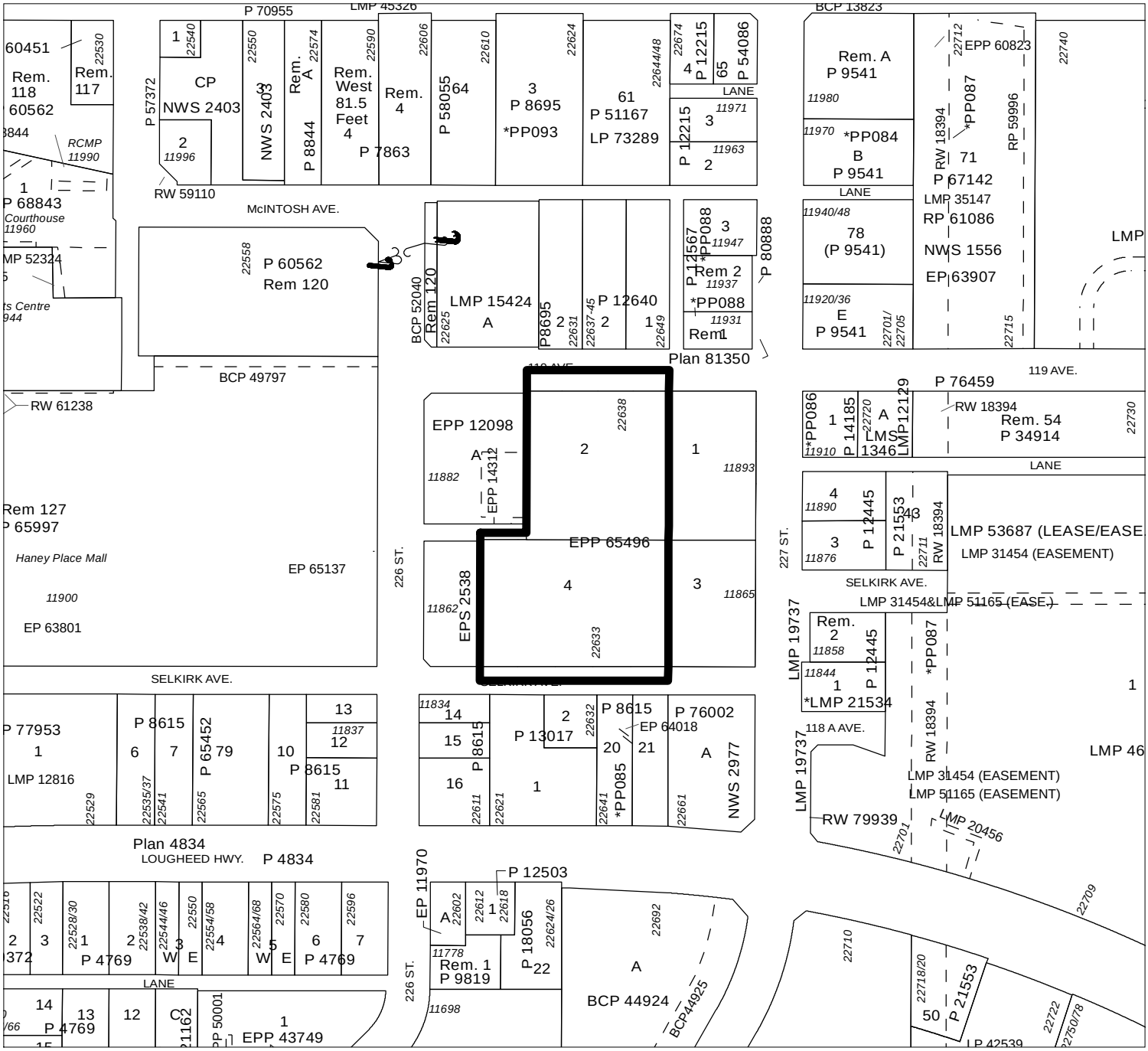
READ a second time the 13th day of June, 2017.

PUBLIC HEARING held the 18th day of July, 2017

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

ADOPTED the day of , 20 .

PRESIDING MEMBER	CORPORATE OFFICER



MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7342-2017

Map No. 948

From: Medium and High-Rise Apartment

To: Town Centre Commercial

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500

CITY OF MAPLE RIDGE

BYLAW NO. 7262-2016

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

---

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7262-2016."

2. Those parcel (s) or tract (s) of land and premises known and described as:

   Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496
   Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

   and outlined in heavy black line on Map No. 1685 a copy of which is attached hereto and forms part of this Bylaw, are hereby rezoned to C-3 (Town Centre Commercial).

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

   READ a first time the 13th day of June, 2016

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

   PUBLIC HEARING held the 18th day of July , 2017

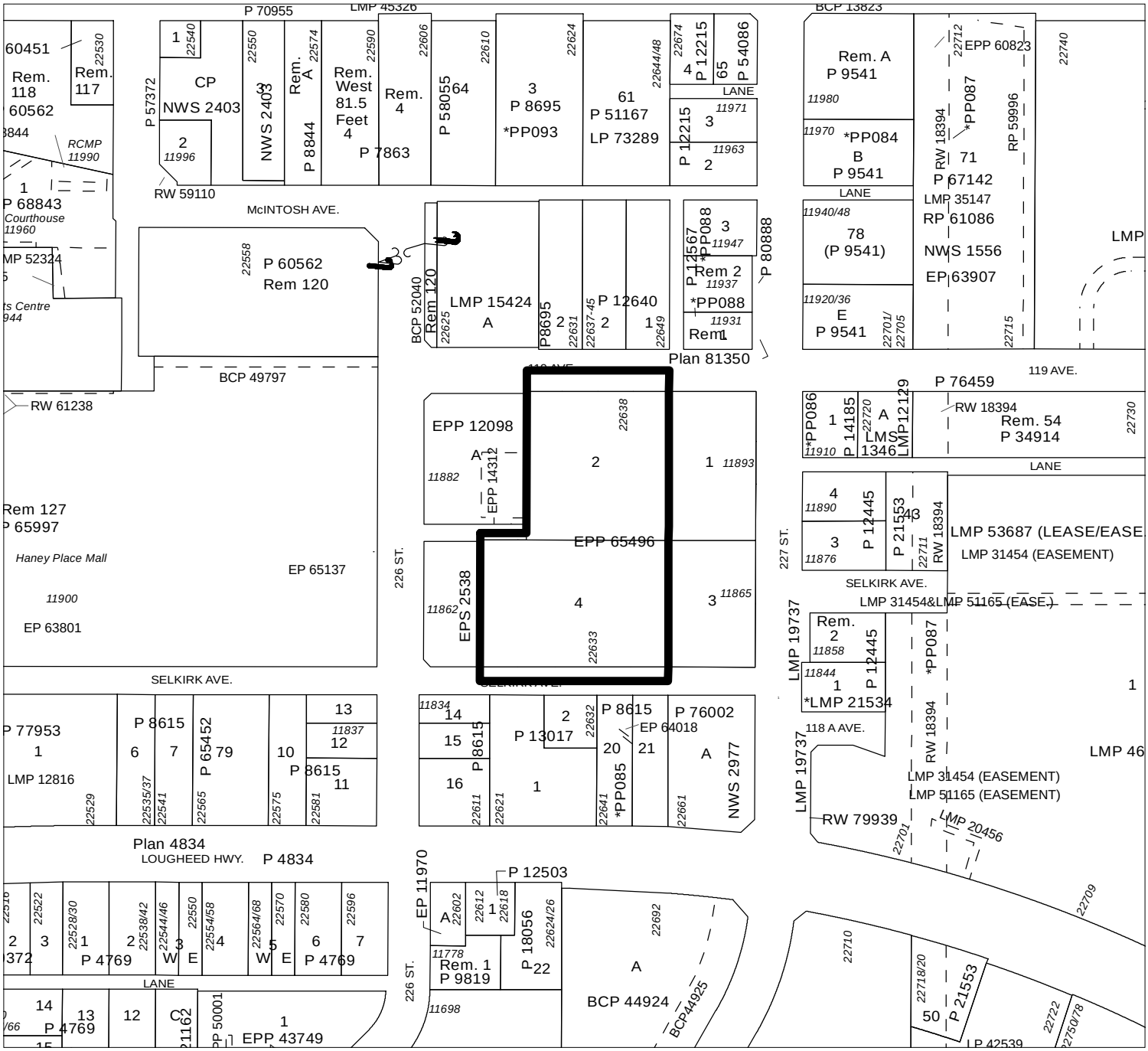
   READ a third time the 25th day of July, 2017

   APPROVED by the Ministry of Transportation and Infrastructure this 18th day of October, 2017

   ADOPTED the day of , 20

_____ _____

PRESIDING MEMBER CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7262-2016

Map No. 1685

From: RS-1 (One Family Urban Residential)

To: C-3 (Town Centre Commercial)

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500

CITY OF MAPLE RIDGE

BYLAW NO. 7346-2017

A Bylaw to authorize the City of Maple Ridge to enter into a Housing Agreement for 22638 – 119nd Avenue and 22633 Selkirk Avenue.

WHEREAS, pursuant to Section 483 of the Local Government Act, R.S.B.C. 1996, c. 323, as amended, Council may, by bylaw, enter into a housing agreement under that Section

AND WHEREAS, the Municipal Council of the City of Maple Ridge, and Falcon Village Developments Ltd. (BC1106937) wishes to enter into a Housing Agreement for the subject properties at 22638-119th Avenue and 22633 Selkirk Avenue.;

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

1. This bylaw may be cited as "22638-119th Avenue and 22633 Selkirk Avenue Housing Agreement Housing Agreement Bylaw No. 7346-2017".
2. By this Bylaw Council authorizes the City to enter into a Housing Agreement with Flacon Village Developments Ltd (BC1106937), in respect to the following lands:

   Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496
   Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496

3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and all incidental instruments on behalf of the City of Maple Ridge.

4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.

5. This bylaw shall take effect as of the date of adoption hereof.

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

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

READ a third time the day of , 2017.

ADOPTED the day of , 2017.

PRESIDING MEMBER

CORPORATE OFFICER

CITY OF MAPLE RIDGE
BYLAW NO. 7347-2017

A Bylaw to authorize the City of Maple Ridge to enter into a Housing Agreement for 11893 227 Street; 11865 227 Street; 22638 119 Avenue and 22633 Selkirk Avenue.

WHEREAS, pursuant to Section 483 of the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended, Council may, by bylaw, enter into a housing agreement under that Section.

AND WHEREAS, the Municipal Council of the City of Maple Ridge, and Falcon Village Development Ltd. (BC1106837) wishes to enter into a Housing Agreement for the subject properties at 11893 227 Street; 11865 227 Street; 22638 119 Avenue and 22633 Selkirk Avenue;

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

1. This Bylaw may be cited as "11893 – 227 Street; 11865 – 227 Street; 22638 – 119 Avenue and 22633 Selkirk Avenue Housing Agreement Bylaw No. 7347-2017".

2. By this Bylaw Council authorizes the City to enter into a Housing Agreement in the form attached to this Bylaw as Schedule "A" with Falcon Village Development Ltd. (BC1106837) and The City of Maple Ridge, in respect of the following lands:

   Lot 1 District Lot 401 Group 1 New Westminster District Plan EPP65496
   Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496
   Lot 3 District Lot 401 Group 1 New Westminster District Plan EPP65496 and
   Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496,

3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and all incidental instruments on behalf of the City of Maple Ridge and the Corporate Officer is authorized to sign and file in the Land Title Office notice of the Housing Agreement, as required by the *Local Government Act*.

4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.

5. This Bylaw shall take effect as of the date of adoption hereof.

READ a first time the day of , 20
READ a second time the day of , 20
READ a third time the day of , 20
ADOPTED the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

APPENDIX F

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Christina Reed, Barrister & Solicitor
YOUNG ANDERSON
1616 - 808 Nelson Street
Vancouver BC V6Z 2H2

Phone: (604) 689-7400
File: 39-714
cov-housing agreement

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION

Covenant | | s.219

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

FALCON VILLAGE DEVELOPMENT LTD., INC.NO. BC1106837
CITY OF MAPLE RIDGE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF MAPLE RIDGE

11995 HANEY PLACE
MAPLE RIDGE BRITISH COLUMBIA
V2X 6A9 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Sarah W. Jones
Barrister & Solicitor
Clark Wilson LLP
900 - 885 West Georgia Street
Vancouver, BC V6C 3H1
604-687-5700

Execution Date		
Y	M	D
17	12	13

Transferor(s) Signature(s)

FALCON VILLAGE DEVELOPMENT LTD., by its authorized signatory(ies):

Name: FRED FORMOSA

Name:

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Officer Signature(s)	Execution Date			Transferor / Borrower / Party Signature(s)
	Y	M	D	
				CITY OF MAPLE RIDGE by its authorized signatory(ies): Name: Name:
(as to all signatures)				

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
030-163-617	LOT 1 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65496
030-163-625	LOT 2 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65496
030-163-633	LOT 3 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65496
030-163-641	LOT 4 DISTRICT LOT 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP65496

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT AND HOUSING AGREEMENT (2016-240-RZ)

AMONG:

CITY OF MAPLE RIDGE, a Municipal Corporation under the *Local Government Act*, Chapter 1 of the Revised Statutes of British Columbia, 2015, having its municipal offices at 11995 Haney Place, in the City of Maple Ridge, in the Province of British Columbia V2X 6A9, and

(hereinafter called "Maple Ridge")

AND:

FALCON VILLAGE DEVELOPMENT LTD., a company duly incorporated in the Province of British Columbia under No. BC1106837 and having its registered office at101 – 11862 226 Street, in the City of Maple Ridge, in the Province of British Columbia V2X 6H4

(hereinafter called "Falcon")

AND:

CITY OF MAPLE RIDGE, a Municipal Corporation under the *Local Government Act*, Chapter 1 of the Revised Statutes of British Columbia, 2015, having its municipal offices at 11995 Haney Place, in the City of Maple Ridge, in the Province of British Columbia V2X 6A9

(hereinafter called the "**City**")

WHEREAS:

A. Falcon is the registered owner of certain lands situated in the City of Maple Ridge, in the Province of British Columbia, and more particularly known and described as:

PID: 030-163-617
Lot 1
District Lot 401
Group 1
New Westminster District
Plan EPP65496

(hereinafter "Lot 1")

B. Maple Ridge is the registered owner of certain lands situated in the City of Maple Ridge in the Province of British Columbia, and more particularly known and described as:

PID: 030-163-625
Lot 2
District Lot 401

PID: 030-163-633
Lot 3
District Lot 401

Group 1
New Westminster District
Plan EPP65496

Group 1
New Westminster District
Plan EPP65496

PID: 030-163-641
Lot 4
District Lot 401
Group 1
New Westminster District
Plan EPP65496

(hereinafter, "Lot 2", "Lot 3" and "Lot 4" respectively).

C. Maple Ridge and Falcon have entered into an agreement of purchase and sale with respect to Lot 2, Lot 3 and Lot 4.

D. In this Agreement, Lot 1, Lot 2, Lot 3 and Lot 4 and collectively called the "Lands" and Maple Ridge as owner and Falcon are hereinafter collectively called the "Owner".

E. The City is willing to rezone Lot 2 and Lot 4 so that 138 dwelling units, of which eleven (11) must be rental dwelling units, may be constructed on the Lands together with 3,067.10 sq. m of commercial floor area.

F. The Owner and the City wish to enter into this Agreement to restrict the tenure of the rental units to be constructed on the Lands, on the terms and conditions of this Agreement, 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).

G. The City has adopted a bylaw pursuant Section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

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

Definitions

1. In this Agreement:

(a) "**Affordable Rental Unit**" means each of the ten Dwelling Units on the Lands designated for occupancy through Tenancy Agreements at the Affordable Residential Rental Rate;

(b) "**Affordable Residential Rental Rate**" means 30% of the Housing Income Limit for the applicable size of Affordable Rental Unit, divided by 12 months;

(c) "**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;

(d) "**Dwelling Unit**" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel;

(e) "**Fully Accessible**" means incorporating the accessibility requirements for persons with disabilities as set out in the BC Building Code, including without limitation, section 3.8 of Division B of and the Building Access Handbook 2014;

(f) "**Household**" means:

(i) A person;

(ii) Two or more persons related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;

(iii) An unrelated group of not more than three persons, all living together in one dwelling unit as a single household using common cooking facilities; or

(iv) A combination of (ii) and (iii), provided that the combined total does not include more than three persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities;

(g) "**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 18 years and older that reside in the Household;

(h) "**Housing Income Limit**" means the annual income required to pay the average market rent for an appropriately sized unit in the private Maple Ridge-area housing market, as published by BC Housing or its successor in function from time to time on an annual basis, for Dwelling Units of the following sizes: Bachelor, 1 Bedroom, 2 Bedroom, 3 Bedroom, and 4+ Bedroom. The 2017 Housing Income Limits are attached hereto as Schedule A, and for the purpose of this Agreement the applicable Housing Income Limit will be for the Abbotsford area;

(i) "**Lands**" means the lands described in Recital D above including any buildings now or hereafter located on the aforementioned lands, and any part or a portion of such land or building into which said lands or buildings are or may at any time be subdivided;

(j) "**Market Rental Unit**" means each of the eleven Dwelling Units on the Lands designated for occupancy through Tenancy Agreements, but without any restriction as to rental rates;

(k) "**Maximum Allowable Income**" means the Housing Income Limit for the applicable size Dwelling Unit;

(l) "**Owner**" means the registered owner of the Lands from time to time and any parcels

into which the Lands are subdivided;

(m) "**Qualified Tenant**" means a Household occupying an Affordable Rental Unit pursuant to a Tenancy Agreement and that has a Gross Annual Income equal to or less than the Maximum Allowable Income;

(n) "**Saferhome Standard**" means the SAFERhome standard for Multi-Story Residential Towers, published by the Saferhome Standards Society, in effect at the time of registration of this Agreement at the Land Title Office; and

(o) **"Tenancy Agreement"** means a residential tenancy agreement as defined in, and subject to, the *Residential Tenancy Act* (British Columbia) or its successor legislation.

INTERPRETATION

2. Statutory Foundation – This Housing Agreement is made pursuant to Section 483 of the *Local Government Act*, and the covenants herein are granted by the Owner to the City pursuant to Section 219 of the *Land Title Act*; and in this Agreement:

(a) Reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) Reference to "the Agreement" includes the Housing Agreement and the s. 219 Covenant;

(c) Reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;

(d) If a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;

(e) The word "enactment" has the meaning given in the *Interpretation Act* (British Columbia) as of the reference date of this Agreement;

(f) Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

(g) Reference to any enactment is a reference to that enactment as consolidated, revised, amended, reenacted or replaced, unless otherwise expressly provided;

(h) The provisions of s.25 of the *Interpretation Act* with respect to the calculation of time apply;

(i) Time is of the essence;

(j) Reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers; and

(k) Reference to a "day", "month", "quarter" or "year" is reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided.

PURPOSE AND REMEDIES

3. The Owner and the City agree that

(a) this Agreement is intended to serve the public interest by providing for the construction, rental and occupancy of the rental units on the Lands to be occupied only through Tenancy Agreements;

(b) performance of this Agreement by the Owner is a condition of the Owner becoming entitled to certain development entitlements on the Lands which development entitlements the Owner acknowledges are a benefit to the Owner; and

(c) damages are not an adequate remedy for the City in respect of any breach of this Agreement by the Owner and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

CONSTRUCTION AND DESIGNATION OF MARKET RENTAL UNITS AND AFFORDABLE RENTAL UNITS

4. The Lands must be used and occupied only in accordance with this Agreement.

5. The Owner will design, construct and maintain strata lots, a building, buildings or portions of a building on the Lands providing eleven Market Rental Units and ten Affordable Rental Units, as follows:

(a) Five units on Lot 1, being:

i. two Market Rental Units having two bedrooms each;

ii. two Market Rental Units having three bedrooms each; and

iii. one Fully Accessible, Affordable Rental Unit, having two bedrooms;

(b) four units on Lot 2, being:

i. three Market Rental Units, having one bedroom each; and

ii. one Fully Accessible, Affordable Rental Unit having three bedrooms each;

(c) five units on Lot 3, being:

i. two Market Rental Units, having two bedrooms each;

ii. two Market Rental Units, having three bedrooms each; and

iii. one Fully Accessible, Affordable Rental Unit having two bedrooms;

(d) seven units on Lot 4, being:

i. three Affordable Rental Units, having two bedrooms each; and

ii. four Affordable Rental Units, having one bedroom each, of which two Affordable Rental Units must be built to Fully Accessible standard.

The Owner will designate the eleven Market Rental Units and ten Affordable Rental Units by written notice delivered to the City prior to occupancy permit for the building in which those units are located, which is irrevocable by the Owner upon receipt by the City of the written notice, but no designation is effective unless and until the City confirms in writing that the location of those eleven Market Rental Units and ten Affordable Rental Units are approved by the City for the purpose-built rental housing, acting reasonably as a local government.

6. If not all the Dwelling Units within a multi-family building on the Lands are to be used as Market Rental Units and/or Affordable Rental Units, the Owner will not apply for a release of registered notice of this Agreement pursuant to section 7 below in respect of any Dwelling Unit within that multi-family building, and the City will be under no obligation to provide such release, unless at the time that the Owner applies for the release:

(a) the Owner is not in breach of any of its obligations under this Agreement;

(b) the Market Rental Units and Affordable Rental Units within that multi-family building have been designated as purpose built rental housing and occupancy permits for those Market Rental Units (as described in section 5 above) and Affordable Rental Units have been issued by the City; and

(c) those Market Rental Units and Affordable Rental Units are used and always have been used, occupied and transferred in compliance with this Agreement.

7. Subject to section 6 above, at the request of the Owner and at the Owner's sole expense, the City will deliver to the Owner releases of notice of this Agreement in registrable form for a Dwelling Unit that:

(a) is a separate legal parcel; and

(b) has not been designated as an Affordable Rental Unit or Market Rental Unit as described in section 5,

provided that, if that portion of the Lands containing any Market Rental Units or Affordable Rental Units is subdivided under the *Strata Property Act*, the City may withhold delivery of any release under this section unless:

(a) the Owner has filed a Rental Disclosure Statement pursuant to section 139 of the *Strata Property Act* designating each Affordable Rental Unit or Market Rental Unit as a rental strata lot with a rental period expiry date no earlier than 70 years from the date of stratification; and

(b) the strata corporation created by the filing of the strata plan has the following

contained within its bylaws:

"Strata Lots are subject to a Housing Agreement with the City of Maple Ridge. 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".

CONSTRUCTION AND DESIGNATION OF ADAPTABLE UNITS

8. Prior to applying for an occupancy permit in respect of any residential building on the Lands, the Owner will provide satisfactory certification to the City that at least 10% of the Dwelling Units in the residential building have been built to meet the Saferhome Standard, either by written confirmation from a registered architect or other professional acceptable to the City. For clarity, the Dwelling Units constructed to the Saferhome Standard will not also be counted as Fully Accessible Dwelling Units under section 5.

USE AND OCCUPANCY of the AFFORDABLE RENTAL UNITS and MARKET RENTAL UNITS

9. The Owner will rent or lease each Affordable Rental Unit and Market Rental Unit on the Lands in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy an Affordable Rental Unit or Market Rental Unit, or use an Affordable Rental Unit or Market Rental Unit for short-term vacation accommodation.

10. The Owner, to the best of its knowledge, acting in a commercially reasonable way, will not rent or lease an Affordable Rental Unit to a Household that is not a Qualified Tenant. The Owner, to the best of its knowledge, acting in a commercially reasonable way, will be solely responsible for screening prospective tenants to determine whether or not they qualify as Qualified Tenants and whether or not their Households have Gross Annual Incomes equal to or lesser than the Maximum Allowable Income, in accordance with this Agreement. For greater certainty, the Owner agrees that the City is not responsible for, and makes no representation to the Owner regarding, the suitability of any prospective tenant.

11. The Owner will not charge a monthly rent payable for and Affordable Rental Unit that exceeds the Affordable Residential Rental Rate, except that the Owner may, subject to the provisions of the *Residential Tenancy Act*, increase the rent payable for an Affordable Residential Rental Rate annually, beginning with the first anniversary of the day on which the Tenancy Agreement was signed, by an amount determined by multiplying the rent payable for the Affordable Housing Unit at the time of the proposed rent increase by the percentage change in the CPI for the previous 12 month period.

12. The Owner must specify in every Tenancy Agreement 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 attach a copy of this Agreement to every Tenancy Agreement.

13. The Owner will deliver a copy of any or each current Tenancy Agreement for any Affordable Rental Unit or Market Rental Unit to the City's Director of Planning within 30 days of written demand by the City, unless prohibited from doing so by a court of competent jurisdiction.

14. Within 30 days of written demand by the City, the Owner must, in respect of any Affordable Rental Unit or Market Rental Unit, deliver to the City a statutory declaration in the form attached as Schedule B or such other form as may be determined from time to time by the City, sworn by the Owner or a director or officer of the Owner containing all the information required to complete the statutory declaration. The City may request such a statutory declaration in respect of an Affordable Rental Unit or a Market Rental Unit no more than 4 times in any calendar year. 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.

15. The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Rental Units and the Market Rental Units and will permit representatives of the City to inspect the Affordable Rental Units and the Market Rental Units at any reasonable time, subject the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Rental Units and the Market Rental Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands..

16. In the event that the Housing Income Limits cease to be published for the Abbotsford area, the City acting reasonably may publish its own Housing Income Limits.

REGISTRATION AND NOTICE

17. 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 entered into under section 483 of the *Local Government Act;*

    (b) the City may file a notice of this Housing Agreement in the Land Title Office as notice against title to the Land as required by s. 483 of the *Local Government Act* and may register this Agreement as a Section 219 Covenant as a charge against the Lands, with priority over all other charges of whatsoever nature except for those charges approved by the City; and

    (c) once the notice of Housing Agreement and the s. 219 Covenant are filed, this Agreement binds all persons who acquire an interest in the Lands.

18. For certainty, despite the City's grant of the section 219 Covenant herein to itself, the term "Owner" refers to the current and each future owner of the Lands from time to time.

19. This Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty to enforce this Agreement.

Strata Bylaws

20. The bylaws of any strata corporation formed upon the subdivision of the Lands under the *Strata Property Act* (British Columbia) shall not prevent, restrict or abridge any of the Affordable Rental Units or Market Rental Units on the Lands from being used as rental accommodation.

21. This Agreement shall be binding upon all strata corporations on the Lands. Any strata corporation bylaw which prevents, restricts or abridges the right to use or occupy any of the Affordable Rental Units or Market Rental Units as rental accommodations shall have no force or effect.

22. No strata bylaws preventing, restricting or limiting any of the Market Rental Units or Affordable Rental Units on the Lands from being used as rental accommodation shall be valid or applicable in respect of those units, all of which Market Rental Units and Affordable Rental Units may only be occupied by tenants.

Specific Performance

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

No Effect on Laws or Powers

24. This Agreement does not:

    (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City under the common law or any statute, bylaw, or other enactment, nor does this Agreement date or give rise to, nor do the parties intend this Agreement to create any implied obligations concerning such discretionary rights, duties or powers;

    (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or

    (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

Indemnity

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

Priority

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

Waiver

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

Further Acts

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

Severance

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

No Other Agreements

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

Enurement

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

Deed and Contract

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

As evidence of their agreement to be bound by this Agreement, the Owner and the City have executed the *Land Title Act* (British Columbia) Form C as the case may be, attached to and forming part of this Agreement.

BC HOUSING

2017 Housing Income Limits (HILs)

Housing Income Limits represent the income required to pay the average market rent for an appropriately sized unit in the private market. Average rents are derived from CMHC's annual Rental Market Survey, done in the fall and released in the spring. The size of unit required by a household is governed by federal/provincial occupancy standards.

Planning Area	Bach	1 Bdrm	2 Bdrm	3 Bdrm	4+ Bdrm
Lower Mainland					
Abbotsford	$27,000	$31,500	$38,500	$63,000	$73,500
Chilliwack	$23,000	$28,500	$37,500	$44,500	$52,000
Hope	$23,000	$27,000	$33,000	$39,500	$46,000
Powell River	$28,000	$31,000	$33,000	$37,000	$43,000
Squamish	$37,000	$41,500	$42,500	$55,500	$65,000
Sunshine Coast	$30,500	$36,000	$39,000	$45,500	$53,000
Vancouver	$40,000	$45,000	$55,500	$66,500	$77,000
Non-Market Areas	N/A	$70,000	$79,000	$84,500	$90,500

Planning Area	Bach	1 Bdrm	2 Bdrm	3 Bdrm	4+ Bdrm
Southern BC					
Ashcroft/Cache Creek	$24,000	$25,500	$30,000	$36,500	$42,500
Castlegar	$26,500	$28,500	$33,500	$40,500	$47,000
Cranbrook	$26,000	$29,000	$35,500	$44,000	$51,000
Creston	$22,000	$26,000	$32,000	$37,000	$41,000
Elk Valley	$29,000	$31,000	$34,500	$46,000	$53,000
Golden	$25,500	$28,000	$35,000	$41,000	$47,500
Grand Forks	$22,000	$24,000	$30,500	$37,000	$43,000
Kamloops	$31,000	$35,000	$41,000	$52,000	$60,500
Kelowna	$30,500	$36,000	$45,000	$53,000	$58,000
Kimberley	$20,000	$26,000	$30,500	$35,000	$40,000
Merritt	$25,000	$27,000	$32,000	$39,000	$45,000
Nelson	$25,500	$31,000	$35,500	$47,000	$54,000
Oliver/Osoyoos	$26,500	$29,000	$35,500	$43,000	$50,000
Penticton	$27,000	$32,000	$38,500	$50,500	$58,500
Princeton	$22,000	$26,500	$30,000	$35,500	$39,000
Revelstoke	$35,500	$39,000	$41,500	$45,500	$52,500
Salmon Arm	$24,000	$30,000	$37,000	$45,000	$52,000
Trail	$19,500	$26,000	$31,500	$41,500	$48,000
Vernon	$23,500	$31,500	$38,500	$44,500	$51,500
Non-Market Areas	N/A	$53,000	$61,000	$67,500	$73,000

Published – May 2017 for use effective June 1, 2017

Planning Area	Bach	1 Bdrm	2 Bdrm	3 Bdrm	4+ Bdrm
Vancouver Island					
Campbell River	$26,000	$31,000	$36,000	$52,000	$60,500
Courtenay-Comox	$23,500	$30,500	$38,000	$47,000	$55,000
Duncan-N.Cowichan	$24,500	$29,500	$36,000	$46,500	$54,000
Nanaimo	$28,000	$32,500	$39,000	$49,500	$58,000
Parksville-Qualicum	$25,000	$33,500	$37,000	$46,000	$53,500
Port Alberni	$25,000	$26,500	$33,000	$38,000	$44,500
Port Hardy	$19,500	$23,500	$31,500	$35,500	$41,500
Victoria	$32,000	$37,000	$48,000	$69,000	$78,000
Non-Market Areas	N/A	$46,500	$53,500	$59,000	$64,000

Planning Area	Bach	1 Bdrm	2 Bdrm	3 Bdrm	4+ Bdrm
Northern BC					
Chetwynd	$34,500	$37,000	$43,500	$47,500	$54,500
Dawson Creek	$31,000	$36,500	$50,000	$57,500	$66,000
Fort St.John	$33,000	$39,000	$49,000	$61,500	$70,500
Houston	$22,000	$23,500	$28,000	$33,500	$38,500
Kitimat	$35,000	$37,500	$47,000	$51,500	$59,000
Mackenzie	$36,500	$39,000	$43,500	$53,000	$61,000
Prince George	$25,500	$31,000	$37,000	$41,500	$48,000
Prince Rupert	$25,000	$31,500	$38,500	$40,500	$47,000
Quesnel	$21,000	$28,000	$31,500	$35,500	$41,000
Smithers	$28,000	$30,500	$37,000	$42,500	$49,000
Terrace	$27,500	$34,500	$42,500	$48,000	$55,500
Vanderhoof	$27,000	$29,500	$33,500	$40,500	$47,000
Williams Lake	$23,000	$32,000	$37,000	$44,500	$51,500
Non-Market Areas	N/A	$50,500	$59,000	$65,500	$71,000

Occupancy Standards:

1. There shall be no more than 2 or less than 1 person per bedroom.
2. Spouses and couples share a bedroom.
3. Parents do not share a bedroom with children.
4. Dependants aged 18 or more do not share a bedroom.
5. Dependants aged 5 or more of opposite sex do not share a bedroom.

Municipalities not on HILs Table*

Municipality	HILs Planning Area	Municipality	HILs Planning Area
100 Mile House	Williams Lake	Masset	Northern BC-Non-Market
Aldergrove	Vancouver	McBride	Northern BC-Non-Market
Armstrong	Vernon	Mission	Abbotsford
Barriere	Kamloops	New Westminster	Vancouver
Burnaby	Vancouver	North Vancouver	Vancouver
Burns Lake	Northern BC Non-Market	Port Alice	L. Mainland-Non-Market
Chase	Kamloops	Pouce Coupe	Dawson Creek
Chemainus	Duncan	Pemberton	L. Mainland-Non-Market
Clearbrook	Abbotsford	Pender Island	Victoria
Coquitlam	Vancouver	Pitt Meadows	Vancouver
Delta	Vancouver	Port Coquitlam	Vancouver
Elkford	Elk Valley	Point Hardy	Port Hardy
Enderby	Salmon Arm	Port Moody	Vancouver
Fernie	Elk Valley	Qualicum	Parksville-Qualicum
Fort St. James	Northern BC-Non Market	Richmond	Vancouver
Galiano Island	Victoria	Riondel	Southern BC-Non-Market
Gibsons	Sunshine Coast	Salmo Rock	Southern BC-Non-Market
Greenwood	Southern BC-Non-Market	Saanich	Victoria
Haney	Vancouver	Sardis	Chilliwack
Hazelton	Smithers	Sechelt	Sunshine Coast
Invermere	Southern BC-Non-Market	Sidney	Victoria
Keremeos	Southern BC-Non-Market	Sooke	Victoria
Ladner	Vancouver	Sparwood	Elk Valley
Langley	Vancouver	Saltspring Island	Victoria
Lake Cowichan	Northern BC-Non-Market	Summerland	Penticton
Ladysmith	Nanaimo	Surrey	Vancouver
Langford	Victoria	Taylor	Fort St. John
Lillooet	Southern BC-Non-Market	Westbank	Kelowna
Lumby	Vernon	West Vancouver	Vancouver
Maple Ridge	Vancouver	Whistler	Squamish
Matsqui	Abbotsford	White Rock	Vancouver
		Winfield	Kelowna

*Housing Income Limits (HILs) were previously called the Core Need Income Thresholds (CNITs)

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 occupied only by following occupants whose names, current addresses and phone numbers appear below:

   [insert names, addresses and phone numbers of occupants]

4. 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. I confirm that I have complied with all of the obligations of the Owner (as defined in the Housing Agreement) under the Housing Agreement.

6. 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	)	

CITY OF MAPLE RIDGE

BYLAW NO. 7405-2017

A bylaw to establish the five year financial plan for the years 2018 through 2022

WHEREAS, a public process in open meetings the financial plan overview was presented;

AND WHERAS, the public had an opportunity to provide feedback on the 2018-2022 Financial Plan Guidelines.

AND WHEREAS, the public will have the opportunity to provide comments or suggestions with respect to the financial plan;

AND WHEREAS, Council deems this to be a process of public consultation under Section 166 of the Community Charter;

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

1. This Bylaw may be cited as "Maple Ridge 2018-2022 Financial Plan Bylaw No. 7405-2017".

2. Statement 1 attached to and forming part of this bylaw is hereby declared to be the Consolidated Financial Plan of the City of Maple Ridge for the years 2018 through 2022.

3. Statement 2 attached to and forming part of the bylaw is hereby declared to be the Revenue and Property Tax Policy Disclosure for the City of Maple Ridge.

4. Statement 3 attached to and forming part of the bylaw is hereby declared to be the Capital Expenditure Disclosure for the City of Maple Ridge.

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

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

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

PUBLIC CONSULTATION completed on the day of .

ADOPTED the day of .

_____ _____

PRESIDING MEMBER CORPORATE OFFICER

ATTACHMENT: Statement 1, Statement 2 and Statement 3

Statement 1

Consolidated Financial Plan 2018-2022 (in $ thousands)

	2018	2019	2020	2021	2022
REVENUES					
Revenues					
Development Fees					
Developer Contributed Assets	20,000	20,000	20,000	20,000	20,000
Developer Cost Charges	4,575	9,868	7,918	5,310	3,323
Developer Specified Projects	-	-	-	-	-
Parkland Acquisition	200	200	200	200	200
Contribution from Others	1,572	1,296	1,399	1,291	1,298
Development Fees Total	26,347	31,364	29,517	26,801	24,821
Property Taxes	82,924	87,434	92,200	97,236	102,558
Parcel Charges	3,110	3,208	3,309	3,413	3,521
Fees & Charges	42,075	43,732	45,350	47,055	48,853
Interest	1,883	1,898	1,913	1,928	1,943
Grants	6,505	3,904	4,324	4,535	3,896
Property Sales	1,583	1,500	2,500	-	-
Total Revenues	164,427	173,040	179,113	180,968	185,592
EXPENDITURES					
Operating Expenditures					
Debt & Interest Payments	2,550	2,805	2,677	3,287	3,115
Amortization	19,780	19,780	19,780	19,780	19,780
Other Expenditures	106,600	111,517	115,528	119,603	123,576
Total Expenditures	128,930	134,102	137,985	142,670	146,471
ANNUAL SURPLUS	**35,497**	**38,938**	**41,128**	**38,298**	**39,121**
Add Back: Amortization Expense (Surplus)	19,780	19,780	19,780	19,780	19,780
Less: Capital Expenditures	62,907	52,015	26,154	25,179	19,706
Less: Developer Contributed Capital	20,000	20,000	20,000	20,000	20,000
CHANGE IN FINANCIAL POSITION	**(27,630)**	**(13,297)**	**14,754**	**12,899**	**19,195**
OTHER REVENUES					
Add: Borrowing Proceeds	27,500	19,000	-	-	-
OTHER EXPENDITURES					
Less: Principal Payments on Debt	3,724	3,804	3,886	4,990	5,113
TOTAL REVENUES LESS EXPENSES	**(3,854)**	**1,899**	**10,868**	**7,909**	**14,082**
INTERNAL TRANSFERS					
Transfer From Reserve Funds					
Capital Works Reserve	150	150	150	150	150
Equipment Replacement Reserve	3,461	2,187	1,395	1,963	2,183
Fire Department Capital Reserve	692	-	-	-	-
Land Reserve	-	-	-	-	-
Local Area Service Reserve	-	-	-	-	-
Sanitary Sewer Reserve	1,651	-	-	-	-
Total Transfer From Reserve Funds	5,954	2,337	1,545	2,113	2,333
Less :Transfer To Reserve Funds					
Capital Works Reserve	2,921	2,820	4,197	1,746	4,236
Equipment Replacement Reserve	2,924	3,061	3,295	3,465	3,712
Fire Department Capital Reserve	863	999	1,141	1,288	1,441
Land Reserve	5	5	5	5	5
Local Area Service Reserve	-	-	-	-	-
Sanitary Sewer Reserve	-	-	-	-	-
Total Transfer To Reserve Funds	6,713	6,885	8,638	6,504	9,394
Transfer From (To) Own Reserves	2,948	830	(1,164)	86	(799)
Transfer From (To) Surplus	1,665	1,819	(2,611)	(3,604)	(6,222)
Transfer From (To) Surplus & Own Reserves	4,613	2,649	(3,775)	(3,518)	(7,021)
TOTAL INTERNAL TRANSFERS	**3,854**	**(1,899)**	**(10,868)**	**(7,909)**	**(14,082)**
BALANCED BUDGET	**-**	**-**	**-**	**-**	**-**

Statement 2

Revenue and Property Tax Policy Disclosure

REVENUE DISCLOSURE

Revenue Proportions	2018		2019		2020		2021		2022	
	$ ('000s)	%	$ ('000s)	%	$ ('000s)	%	$ ('000s)	%	$ ('000s)	%
Revenues										
Property Taxes	82,924	43.2	87,434	45.5	92,200	51.5	97,236	53.7	102,558	55.3
Parcel Charges	3,110	1.6	3,208	1.7	3,309	1.8	3,413	1.9	3,521	1.9
Fees & Charges	42,075	21.9	43,732	22.8	45,350	25.3	47,055	26.0	48,853	26.3
Borrowing Proceeds	27,500	14.3	19,000	9.9	-	-	-	-	-	-
Other Sources	36,318	18.9	38,666	20.1	38,254	21.4	33,264	18.4	30,660	16.5
Total Revenues	191,927	100	192,040	100	179,113	100	180,968	100	185,592	100
Other Sources include:										
Development Fees Total	26,347	13.7	31,364	16.3	29,517	16.5	26,801	14.8	24,821	13.4
Interest	1,883	1.0	1,898	1.0	1,913	1.1	1,928	1.1	1,943	1.0
Grants (Other Govts)	6,505	3.4	3,904	2.0	4,324	2.4	4,535	2.5	3,896	2.1
Property Sales	1,583	0.8	1,500	0.8	2,500	1.4	-	-	-	-
	36,318	18.9	38,666	20.1	38,254	21.4	33,264	18.4	30,660	16.5

OBJECTIVES & POLICIES

Property Tax Revenue

Property tax revenue is the City's primary revenue source, and one which is heavily reliant on the residential class. Diversification of the tax base and generation of non-tax revenue are ongoing objectives, outlined in Financial Sustainability Policy 5.52 section 6.

The Financial Plan includes property tax increases that are as listed below:

	2018	2019	2020	2021	2022
General Purpose	1.90%	2.00%	2.00%	2.00%	2.00%
Infrastructure Replacement	0.70%	0.70%	0.70%	0.70%	0.70%
Parks & Recreation	0.60%	0.60%	0.60%	0.60%	0.60%
Drainage	0.30%	0.30%	0.30%	0.30%	0.30%
Total Property Tax Increase	3.50%	3.60%	3.60%	3.60%	3.60%

Additional information on the tax increases and the cost drivers can be found in the most recent Financial Plan Overview Report. Specific policies discussing the tax increases are included in the Financial Sustainability Plan and related policies which were adopted in 2004.

Property tax revenue includes property taxes as well as grants in lieu of property taxes.

Parcel Charges

Parcel charges are comprised of a recycling charge, a sewer charge and on some properties, a local area service or improvement charge. Parcel charges are a useful tool to charge all or a subset of properties for a fixed or variable amount to support services. Unlike property taxation the variable amount does not need to be related to property assessment value, but can be something that more accurately reflects the cost of the service.

Statement 2 (cont.)

Revenue and Property Tax Policy Disclosure

Fees & Charges

Fees should be reviewed annually and updated if needed. Recent fee amendments include recreation fees, development application fees, business license fees and cemetery fees. A major amendment to the Development Costs Charges (DCC), recommended no more frequently than every five years, was completed in 2008. Minor DCC amendments are done more frequently. Some fees are used to offset the costs of providing specific services. The utility fees are reviewed annually with a view towards using rate stabilization practices to smooth out large fluctuations in rates, as set out in the Business Planning Guidelines.

Borrowing Proceeds

Debt is used when it makes sense, and with caution as it commits future cash flows to debt payments, restricting the ability to use these funds to provide other services. The source of the debt payments needs to be considered as does the justification for advancing the project. More information on previously approved borrowing can be found in the most recent Financial Plan Overview report.

Other Sources

This will vary greatly year to year as it includes:

- Development fees which fund capital projects from the DCC Reserve
- Contribution from others in relation to capital
- Grants which are sought from various agencies and may be leveraged with City funds

PROPERTY TAX DISCLOSURE

The 2018 property tax revenue and updated rates will be included in a Financial Plan Amending Bylaw that proceeds the Property Tax Rate Bylaw, as the 2018 property assessed values are not yet finalized. For information purposes the 2017 distribution is included.

Property Tax Revenue Distribution

	Property Class	Taxation Revenue ('000s)		Assessed Value ('000s)		Tax Rate ($/1000)	Multiple (Rate/Res.Rate)
1	Residential	59,827	78.4%	17,905,528	92.6%	3.3412	1.0
2	Utility	570	0.8%	14,247	0.1%	40.0000	12.0
4	Major Industry	610	0.8%	23,311	0.1%	26.1634	7.8
5	Light Industry	2,852	3.7%	260,886	1.4%	10.9322	3.3
6	Business/Other	12,256	16.1%	1,121,144	5.8%	10.9322	3.3
8	Rec./ Non-Profit	47	0.1%	3,484	0.0%	13.5955	4.1
9	Farm	158	0.2%	4,643	0.0%	34.0412	10.2
	Total	76,320	100%	19,333,243	100%		

Statement 2 (cont.)

Revenue and Property Tax Policy Disclosure

PROPERTY TAX DISCLOSURE

Objectives & Policies

Property taxes are the City's largest source of revenue and are contained by efficient business practices. Annual business planning practices are the mechanism for resource allocation decisions.

The City's Financial Sustainability Policy section 6 discusses the necessity of diversifying the tax base. Development of employment-related properties is one method of diversification; therefore a key performance measurement in Strategic Economic Initiatives tracks the increased investment and development of non-residential properties.

A policy in the Financial Sustainability Plan that calls for stable tax increases and the adoption of the annual increase early in the prior year in the Business Planning Guidelines provides citizens with a more stable and predictable set of cost increases. In some cases costs are phased in over multiple years to stay within the set tax increases.

Property Tax Rates

It is policy to adjust property tax rates annually to negate the impact of fluctuations in the market values of properties. Tax rates are reduced to negate the market increases. Property tax increases are then applied at the same relative increase for all classes, unless legislation restricts the rates, as with Class 2, Utility.

The Business Class and Light Industry Class properties have the same tax rate and are treated as a composite class when setting the tax rates, as the types of businesses in each class are similar. In 2016, the increase was reduced from 3.15% to 1.85% to reduce the relative property tax burden for these properties.

A review was done on the Major Industry Class rates and the recommendation from the Audit and Finance Committee and Council was a 5% property tax reduction in both 2009 and 2010 to support additional investments in the subject property and to keep rates competitive. In 2014 and 2015, property taxes charged to major industrial class properties were reduced by $70,000 in each year.

In reviewing tax rates to ensure competitiveness, absolute rates, tax multiples and overall tax burden are considered. The impact that assessed values have when comparing to other geographical areas must be considered in a comparison of tax rates.

Permissive Tax Exemptions

Council has set policies around the use of permissive tax exemptions. These are Council Policies 5.19 through 5.24. These policies discuss Churches, Community Halls, Heritage Sites, Homes for the Care of Children and the Relief of the Aged, the Poor, the Disabled and the Infirm, Municipal Recreational Services, Private Hospitals and Daycares, Private School and Youth Recreation Groups.

Revitalization Tax Exemption Program

The Employment Land Investment Incentive Program is designed to encourage job creation by supporting private investment in buildings and infrastructure on identified "employment lands".

More information on this tax exemption can be found on our website.

Statement 3

Capital Expenditure Disclosure

The sole purpose of this statement is to meet legislative requirements and highlight the value of the DCC program; no other conclusions should be drawn from the figures as the information could be misconstrued. This disclosure is required under the Local Government Act s. 560 (2); capital costs attributable to projects to be partially funded by Development Cost Charges (DCC) must be included in the financial plan. The DCC program includes projects as far out as 2037 so the capital expenditures must be extended to match. Certain types of projects are not planned past the five year time horizon of the financial plan. Much less scrutiny is given to projects that are planned in years 2023 through 2037. Projects in these years typically exceed likely funding available.

Capital Works Program for 2023 – 2037

(in $ thousands)

Capital Works Program	**341,499**
Source of Funding	
Development Fees	
Development Cost Charges	154,753
Parkland Acquisition Reserve	-
Contribution from Others	3,224
	157,977
Borrowing Proceeds	-
Grants	38,130
Transfer from Reserve Funds	19,175
Revenue Funds	126,216
	183,521
	341,499

CITY OF MAPLE RIDGE

BYLAW NO. 7411-2017

A Bylaw to amend Maple Ridge Council Procedure Bylaw No. 6472-2007

WHEREAS, it is deemed expedient to amend Maple Ridge Council Procedure Bylaw No. 6472-2007 as amended;

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

1. This Bylaw may be cited as "Maple Ridge Council Procedure Amending Bylaw No. 7411-2017."

2. That Maple Ridge Council Procedure Bylaw No. 6472-2007, be amended as follows:

   Delete:

   8. Following a general local election, the first regular Council meeting must be held on the first Monday in November in the year of the election.

   Replace with:

   8. Following a general local election, the first regular Council meeting must be held within the first ten (10) days in November in the year of the election.

   Delete:

   Order of Proceedings and Business

   1. (a) Call to order

      (b) Amendments to the agenda

      (c) Approval of the agenda

      (d) Adoption of minutes

      (e) Presentations at the request of Council

      (f) Delegations

      (g) Items on consent

      (h) Unfinished business

      (i) Bylaws

      (j) Committee reports and recommendations

      (k) Staff reports

      (l) Other matters deemed expedient

(m) Notices of motions and matters for introduction at future meetings

(n) Questions from the public

(o) Adjournment

Replace with:

Order of Proceedings and Business

1. (a) Call to order

(b) Amendments to the agenda

(c) Approval of the agenda

(d) Adoption of minutes

(e) Presentations at the request of Council

(f) Delegations

(g) Questions from the public – Maximum 15 minutes unless extended by motion approved by majority of Council

(h) Items on consent

(i) Unfinished business

(j) Bylaws

(k) Committee reports and recommendations

(l) Staff reports

(m) Other matters deemed expedient

(n) Notices of motions and matters for introduction at future meetings

(o) Adjournment

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

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

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

ADOPTED the ___ day of _____, 20 .

_____ _____

PRESIDING MEMBER CORPORATE OFFICER

1100 *Reports and Recommendations*

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2012-031-RZ
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	**Rescind Second and Third Reading Zone Amending Bylaw No. 6914-2012 11055 Hazelwood Street**		

EXECUTIVE SUMMARY:

Rezoning application 2012-031-RZ is an application to rezone the subject property from RS-3 (One Family Rural Residential) to M-3 (Business Park) to permit industrial in a Business Park format. Council considered rezoning application 2012-031-RZ and granted first reading for Zone Amending Bylaw No. 6914-2012 on October 9, 2012, and second reading on June 23, 2015. This application was presented at Public Hearing on July 21, 2015, and Council granted third reading on July 28, 2015. Council granted a first extension on July 26, 2016. The Director of Planning granted a final extension on July 27, 2017 (6 months only).

Pursuant with the Development Procedures Bylaw 5879-1999, no further extension is possible and this application will expire on January 27, 2018. After lengthy consideration, the applicant seeks to revise the original plans, and has submitted a letter from the property owner requesting that second reading be rescinded (Appendix C).

Granting this request will provide for an expedient process to advance the project to final reading, and importantly will provide the neighbourhood with an opportunity to attend a Development Information Meeting and Public Hearing. Given the historic lengthy duration of this application, staff are recommending that reduced development approval timelines accompany this application. A timeline for a feasible application process is included for Council's review and endorsement.

RECOMMENDATION:

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

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

DISCUSSION:

a) Background Context:

Applicant:	Steve Robinson
Legal Description:	Lot: 2, D.L.: 280, Plan: BCP50883

OCP :

Existing:	Industrial
Proposed:	Industrial

Zoning:

Existing:	RS-3 (One Family Rural Residential)
Proposed:	M-3 (Special Industrial)

Surrounding Uses:

North:	Use:	Industrial
	Zone:	M-3 (Business Park)
	Designation:	Industrial
South:	Use:	13 properties, 1 industrial, 12 residential use
	Zone:	1 property zoned M2 (General Industrial), 12 zoned RS-3 (One Family Rural Residential)
	Designation:	Industrial
East:	Use:	Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Single Family and Compact Resdential
West:	Use:	Civic, Recreational
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Industrial

Existing Use of Property:	Vacant
Proposed Use of Property:	Business Park
Site Area:	16.637 HA (41.1 acres)
Access:	Hazelwood Street
Servicing requirement:	Urban Standard

b) Project Description:

The original format of this application proposed to rezone the site at 11055 Hazelwood Street from RS-3 (One Family Rural Residential) to M-3 (Business Park) to allow for the creation of a business park, aimed at the needs of small to mid-size industrial users on the north portion of the site. It was anticipated that at a later date the southern portion of the site would be subdivided and developed to accommodate one larger industrial tenant.

In recent months, the property owner has entered into a joint venture partnership with Pitt Meadows Plumbing to develop the entire site as a cluster of construction related businesses. For their part, Pitt Meadows Plumbing would occupy a portion on the north side of the site, with possible expansion into the south portion of the subject property. All available tenures will now be leasehold, a departure from the original application, which proposed fee simple subdivision across the north and south portions of the site.

Given that this rezoning application will expire in January, there is not enough time to revise the application and complete the rezoning. During discussions with the applicant, it was also noted that given the lengthy duration of this application (which dates to 2012), there are concerns in prolonging the approval process, noting that there may have been changes in ownership in the neighbourhood, and residents may wish to provide input into the process.

Given the above, the applicant has revised their plans and is requesting that second reading be rescinded. This request is supportable as much of the technical work related to this file has been completed, and it will provide a mechanism to refer the matter to public hearing. However, staff are concerned that rescinding second reading will “re-set the clock” and could result in another lengthy

application process for this file (noting that the Development procedures bylaw allows for 18 months following third reading and another 6 months at the discretion of the Director of Planning). For this reason, it is recommended that subsequent readings to this Bylaw be subject to reduced development approval timelines.

c) Proposed Timelines:

Should Council rescind second and third readings to Bylaw 6914-2012, the applicant would be required to submit necessary materials for review by City Departments, present to Advisory Design Panel, and host a Development Information Meeting. Council would then consider granting second reading to the Bylaw, and forwarding the Bylaw to Public Hearing. The following timelines are recommended and have been prepared in consultation with municipal departments out of a concern for both expediency and efficiency. A failure to satisfy the conditions would result in the closure of the file. The recommended timelines are:

i. Following repeal of second and third readings, the applicant would be granted 2 months to submit all materials to commence departmental/agency referrals for consideration of second reading. If the deadline is not met, the file will be closed. On this basis, a deadline of March 19, 2018 is recommended.

ii. Following Public Hearing and third reading – the applicant would be granted 7 months to satisfy all conditions. If the deadline is not met, the file will be closed. This second deadline will be clarified in the second reading report, once the Public Hearing date is known.

d) Citizen/Customer Implications:

The proposed timeline includes both a Public Hearing and a Development Information Meeting (as outlined in DIM policy 6.20). Both of these meetings will give an opportunity for public input. It should also be recognized that the nature of this proposed development will provide employment and economic benefits to the community.

e) Alternatives:

The recommended approach is to support this request. However, given its lengthy timeline, Council may prefer to allow this application to expire, whereby a new application would be required in order to rezone the subject property.

CONCLUSION:

This request made by the applicant to rescind second reading is due to a change in the personnel involved in the rezoning process. As this proposal is desirable for its addition to the industrial land inventory, support for this request is recommended. Granting this request may offer the most expedient process for advancing this proposal to final reading, as it will provide the applicant an opportunity to complete this rezoning application, and importantly will provide the neighbourhood with an opportunity to attend a Development Information Meeting and Public Hearing.

Given the historic lengthy duration of this application, staff are recommending that reduced development approval timelines accompany this application.

"Original signed by Diana Hall"

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

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

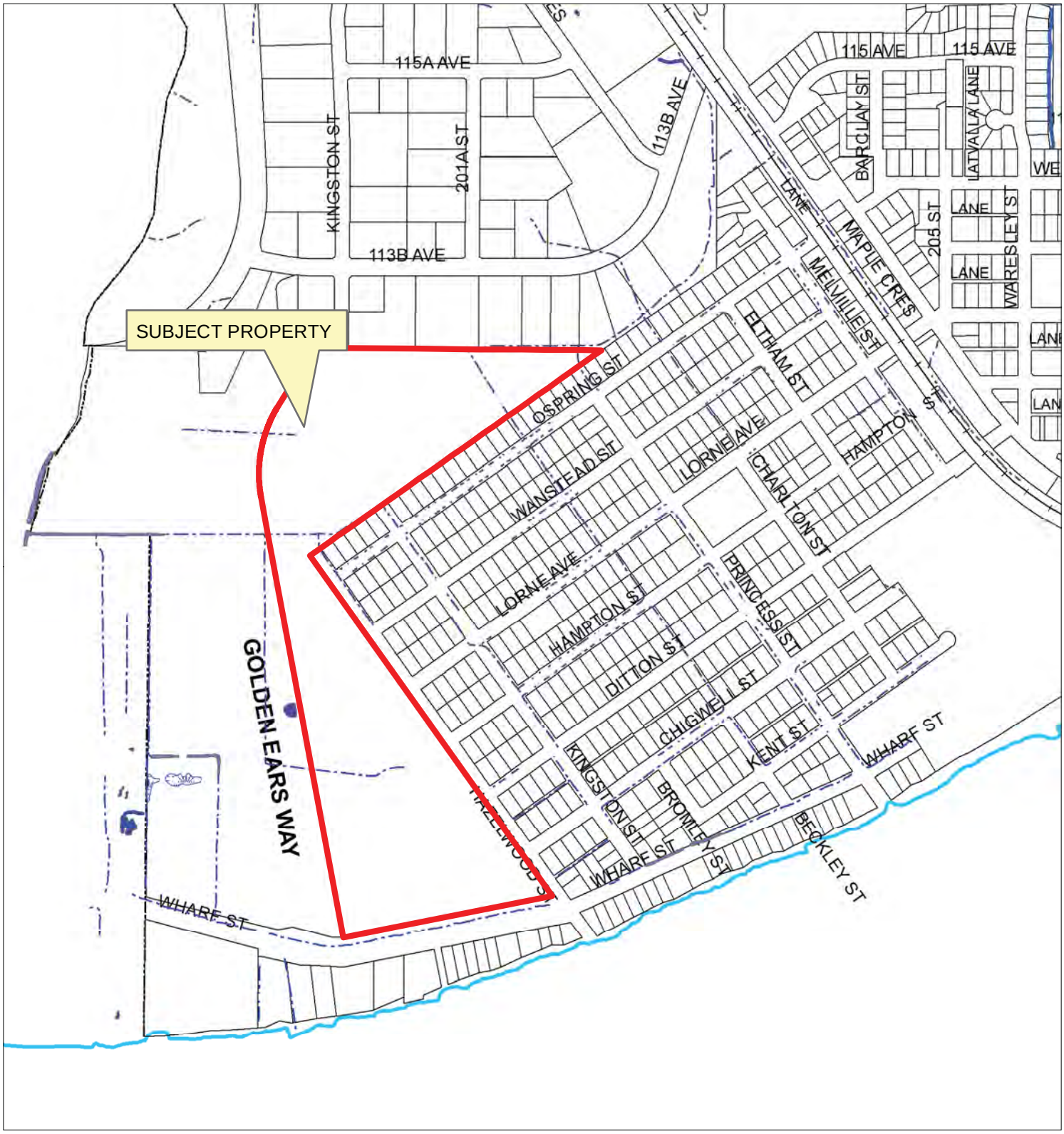
"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Photo
Appendix C – Letter from Applicant

APPENDIX A



Legend

Wetlands

GPS Creek Centrelines

Streams & Rivers (Topographic)

Feature Type

Indefinite Creek Centreline

Ditch Centreline

River Centreline

Rivers & Lakes (Topographic)

Feature Type

Canal

Flooded Land

Lake/Reservoir

Marsh

River

N

Scale: 1:7,500

11055 Hazelwood St

MAPLE RIDGE
British Columbia

CITY OF MAPLE RIDGE

PLANNING DEPARTMENT

DATE: May 27, 2015 2012-031-RZ BY: JV

APPENDIX B

N

Scale: 1:7,500

Legend

Wetlands

GPS Creek Centrelines

Streams & Rivers (Topographic)

Feature Type

Indefinite Creek Centreline

Ditch Centreline

River Centreline

Rivers & Lakes (Topographic)

Feature Type

Canal

Flooded Land

Lake/Reservoir

Marsh

River

11055 Hazelwood St

MAPLE RIDGE
British Columbia

CITY OF MAPLE RIDGE

PLANNING DEPARTMENT

DATE: May 27, 2015 2012-031-RZ BY: JV

APPENDIX C

Aquilini Centre West
800 Griffiths Way
Vancouver, BC V6B 6G1

Mayor and Council
City of Maple Ridge

January 7, 2018

Dear Mayor and Council,

Re: Rezoning Application 2012-031-RZ, 11055 Hazelwood Street

On behalf of Camp Developments Corporation, I am writing to ask that our June 2015 application for second reading to rezone from RS-3 (One Family Rural Residential) to M-3 (Business Park) be rescinded.

We still intend to proceed with the rezoning but our plans have changed. In consultation with City staff, we agree it is prudent to have another Public Hearing so that the public has an opportunity to view and comment on the proposed changes.

Thank you for your consideration.

Jim Chu,
Senior Vice President, Aquilini Group

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2017-262-RZ
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: **First Reading**
Zone Amending Bylaw No. 7409-2017
11060 Cameron Court

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 11060 Cameron Court, from RS-3 (One Family Rural Residential) to RS-1d (One Family Urban (Half Acre) Residential). The applicant intends to apply the Density Bonus option within the RS-1d (One Family Urban (Half Acre) Residential) zone, which is specific to the Albion Area, to enable the subdivision of approximately 19 single family lots no less than 557 m^2 in area. A density bonus of $3,100 per lot less than 2,000 m^2, or approximately $58,900, will be collected by the Approving Officer at the subdivision approval stage. As per Council Policy 6.31, a Community Amenity Contribution (CAC) of $5,100 per single family lot created is also applicable to the subject property. The estimated CAC cost will be $96,900 for 19 lots.

Most of the subject property is currently designated Low Density Residential, while a portion of the northern end of the lot where Dunlop Creek flows is designated Conservation. An OCP amendment is not required to support the proposed RS-1d zone, but may be required after first reading to adjust the conservation boundary.

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

RECOMMENDATIONS:

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

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

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

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

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

DISCUSSION:

a) Background Context:

Applicant:		WSP Canada Inc., Dexter Hirabe
Legal Description:		Lot 1 Except: Part Subdivided by Plan 66748, Section 10, Township 12, NWP61001
OCP:		
Existing:		Low Density Residential, Conservation
Proposed:		Conservation boundary adjustment
Zoning:		
Existing:		RS-3 (One Family Rural Residential)
Proposed:		RS-1d (One Family Urban (Half Acre) Residential), with a Density Bonus through the Community Amenity Program
Surrounding Uses:		
North:	Use:	Single-Family Residential, Animal Stables
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Low Density Residential, Low/Medium Density Residential, Conservation
South:	Use:	Single-Family Residential
	Zone:	RS-3 and RS-2 (One Family Suburban Residential)
	Designation:	Low Density Residential
East:	Use:	Kanaka Creek Park
	Zone:	RS-3
	Designation:	Park
West:	Use:	Single-Family Residential
	Zone:	RS-3
	Designation:	Low Density Residential and Conservation
Existing Use of Property:		Single-Family Residential
Proposed Use of Property:		Single-Family Residential
Site Area:		1.947 ha (4.81 acres)
Access:		Cameron Court
Servicing requirement:		Urban Standard

b) Site Characteristics:

The subject property, located at 11060 Cameron Court, is approximately 1.947 ha (4.81 acres) in size (see Appendix A). The site is largely flat and covered by grass, while trees grow along its edges. A single-family dwelling and workshop sit on the eastern end of the site (see Appendix B). Dunlop Creek and an open ditch cross the northern end of the property, north of which the terrain begins to slope steeply upward into adjacent properties.

The subject property is bordered by single family dwellings to the south and west, Metro Vancouver's Kanaka Creek Regional Park to the east, and conservation lands around Dunlop Creek to the north (see Appendix B).

c) Project Description:

The applicant has requested to rezone the development site from RS-3 (One Family Rural Residential) to RS-1d (One Family Urban (Half Acre) Residential) with a Density Bonus in accordance with the Albion Area Plan to permit the subdivision of 19 single-family lots not less than 557 m^2 in size. Access to these lots will be provided from a new road coming off Cameron Court.

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

d) Planning Analysis:

Official Community Plan:

The development site is located within the Albion Area Plan and is currently designated *Low Density Residential* and *Conservation*. No changes to these OCP designations are required to allow the proposed RS-1d zoning. However, an adjustment to the conservation boundary may be required to accommodate the environmental setbacks from Dunlop Creek and a ditch on the northern end of the property.

This application is in compliance with the following Albion Area Plan Community Amenity Program policies:

10 - 4 The city-wide Community Amenity Program established in Section 2.1.2 Compact and Unique Community will apply to the Albion Area Plan. A Density Bonus Framework will also be permitted on lands designated Low Density Residential, Low-Medium Density Residential and Medium Density Residential in the Albion Area Plan.

10 - 5 Where the density bonus option is utilized in a single-family subdivision, the density bonus framework provisions established in the Maple Ridge Zoning Bylaw will apply to all lots that exceed the base density permitted in the zone, in addition to the city-wide Community Amenity Program established in Official Community Plan Section 2.1.2 Compact and Unique Community.

10 - 8 A Density bonus will only be permitted on those lands that are located entirely within the boundaries of the Albion Area Plan and Urban Area Boundary.

The application is also in compliance with the Zoning Bylaw that permits a Density Bonus option in RS-1d zoned properties located within the Albion Area Plan. The applicant intends to apply the Density Bonus option to this project, as discussed below.

Zoning Bylaw:

The current application proposes to rezone the subject property located at 11060 Cameron Court from RS-3 (One Family Rural Residential) to RS-1d (One Family Urban (Half Acre) Residential), with a Density Bonus, to permit the future subdivision of 19 single-family lots.

The Density Bonus associated with the Albion Area Plan Community Amenity Program is detailed in the Zoning Bylaw, which will permit the following:

> *For the RS-1d One Family Urban (Half Acre) Residential zone, the base density is a minimum net lot area of 2,000 m², minimum lot width of 30 m, and minimum lot depth of 40 m. A Density Bonus is an option in the RS-1d zone and shall be applied as follows:*
>
> a. *An Amenity Contribution of $3,100 per lot will be required in any subdivision containing one or more lots with an area of less than 2,000 m², payable when the Approving Officer approves the subdivision.*
>
> b. *The maximum density permitted through the Density Bonus option is:*
> i. *minimum net lot area of 557 m²;*
> ii. *minimum lot width of 15.0 m;*
> iii. *minimum lot depth of 27 m.*
>
> c. *Zoning requirements consistent with the RS-1b One Family Urban (Medium Density) Residential zone will apply and supersede the zoning requirements for the RS-1d zone.*

Therefore, the Density Bonus option will permit the applicant to reduce the single-family lot size from the RS-1d zone's base density of 2,000 m² to the RS-1b (One Family Urban (Medium Density) Residential) zone's minimum lot size of 557 m². The proposed development consists of approximately 19 RS-1b sized lots (see Appendix D), and the Density Bonus for this application is approximately $58,900. The final number of lots and Density Bonus will be determined prior to second reading.

It should be noted that, as per Council Policy 6.31, a Community Amenity Contribution (CAC) of $5,100 per single family lot created is also applicable to the subject property. The estimated CAC will be $96,900, and will also be confirmed prior to second reading.

No variances have been requested at the current time. Any variations from the requirements of the Density Bonus zone of RS-1b (One Family Urban (Medium Density) Residential) for lots less than 2,000 m², or from the requirements of the RS-1d (One Family Urban (Half Acre) Residential) zone for lots greater than 2,000 m², will require a Development Variance Permit application.

Development Permits:

Pursuant to Section 8.9 of the OCP, a Watercourse Protection Development Permit application is required to ensure the preservation, protection, restoration and enhancement of watercourse and riparian areas.

Advisory Design Panel:

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

Development Information Meeting:

A Development Information Meeting is required for this application because more than 5 dwelling units are being proposed. Prior to second reading the applicant is required to host a Development Information Meeting in accordance with Council Policy 6.20.

e) Interdepartmental Implications:

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

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

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

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

f) Early and Ongoing Consultation:

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

g) Development Applications:

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

1. An OCP Application (Schedule A);
2. A complete Rezoning Application (Schedule B);
3. A Watercourse Protection Development Permit Application (Schedule F); and
4. A Subdivision Application.

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

CONCLUSION:

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

It is recommended that Council not require any further additional OCP consultation. It is expected that once complete information is received, Zone Amending Bylaw No.7409-2017 will be amended and an OCP Amendment to adjust the Conservation boundary may be required.

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

"Original signed by Chee Chan"

Prepared by: Chee Chan, MUP, MCIP, RPP, BSc
Planner 1

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

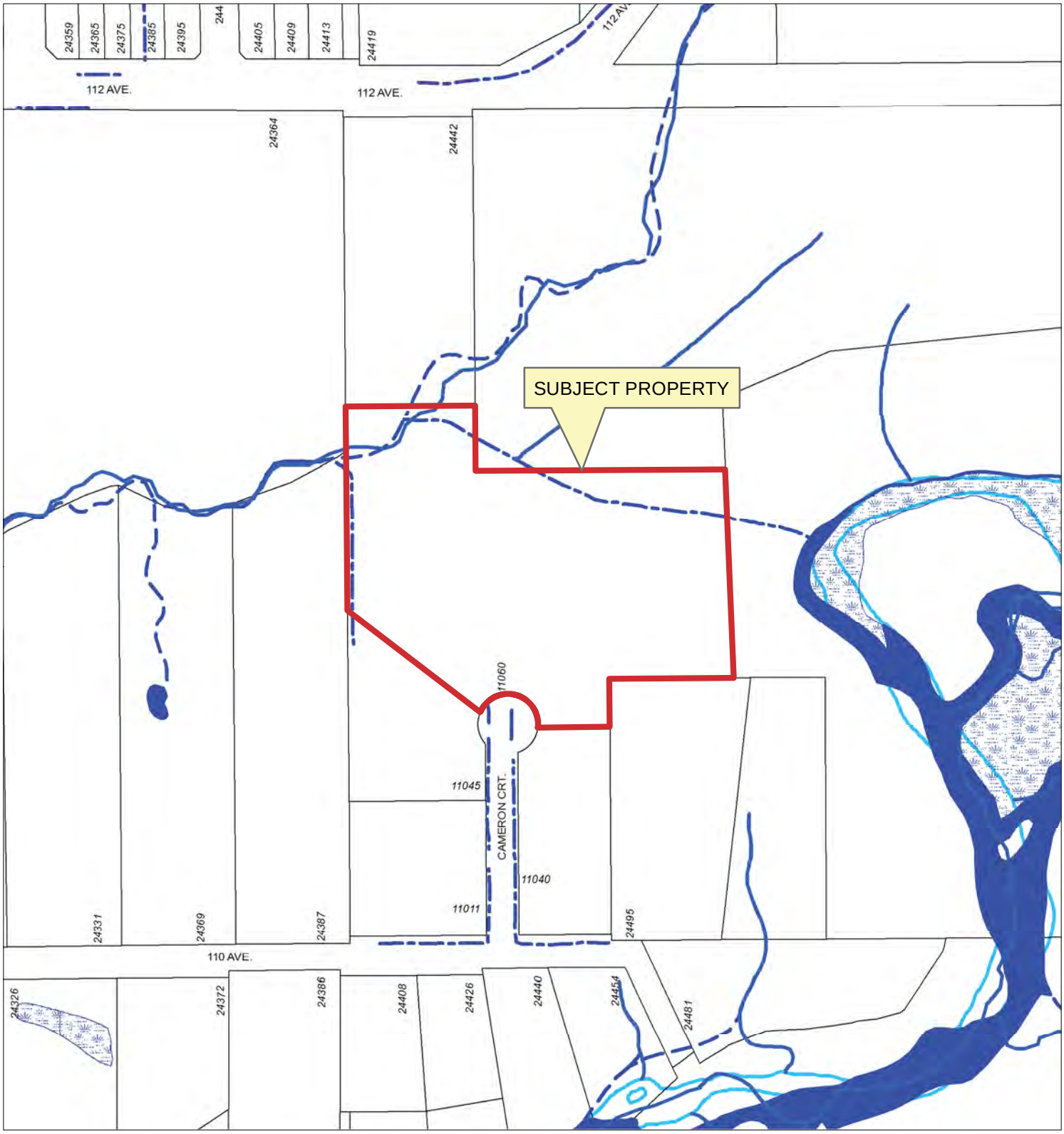
"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7409-2017
Appendix D – Proposed Subdivision Layout

APPENDIX A



N

Scale: 1:2,500

Legend

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

11060 CAMERON COURT

PLANNING DEPARTMENT

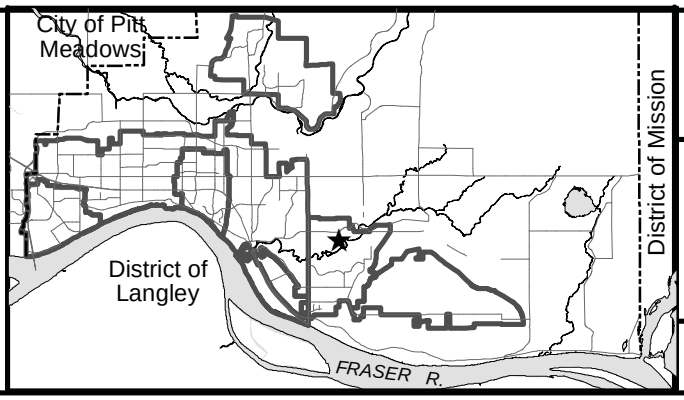
MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2017-262-SD
DATE: Jun 22, 2017
BY: PC

APPENDIX B

N

Scale: 1:2,500



11060 CAMERON COURT

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2017-262-RZ
DATE: Jun 22, 2017
BY: PC

APPENDIX C

CITY OF MAPLE RIDGE
BYLAW NO. 7409-2017

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. 7409-2017."

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

   Lot 1 Except: Part Subdivided by Plan 66748, Section 10 Township 12 New Westminster District Plan 61001

   and outlined in heavy black line on Map No. 1742 a copy of which is attached hereto and forms part of this Bylaw, is/are hereby rezoned to RS-1d (One Family Urban (Half Acre) Residential).

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

   READ a first time the day of , 20

   READ a second time the day of , 20

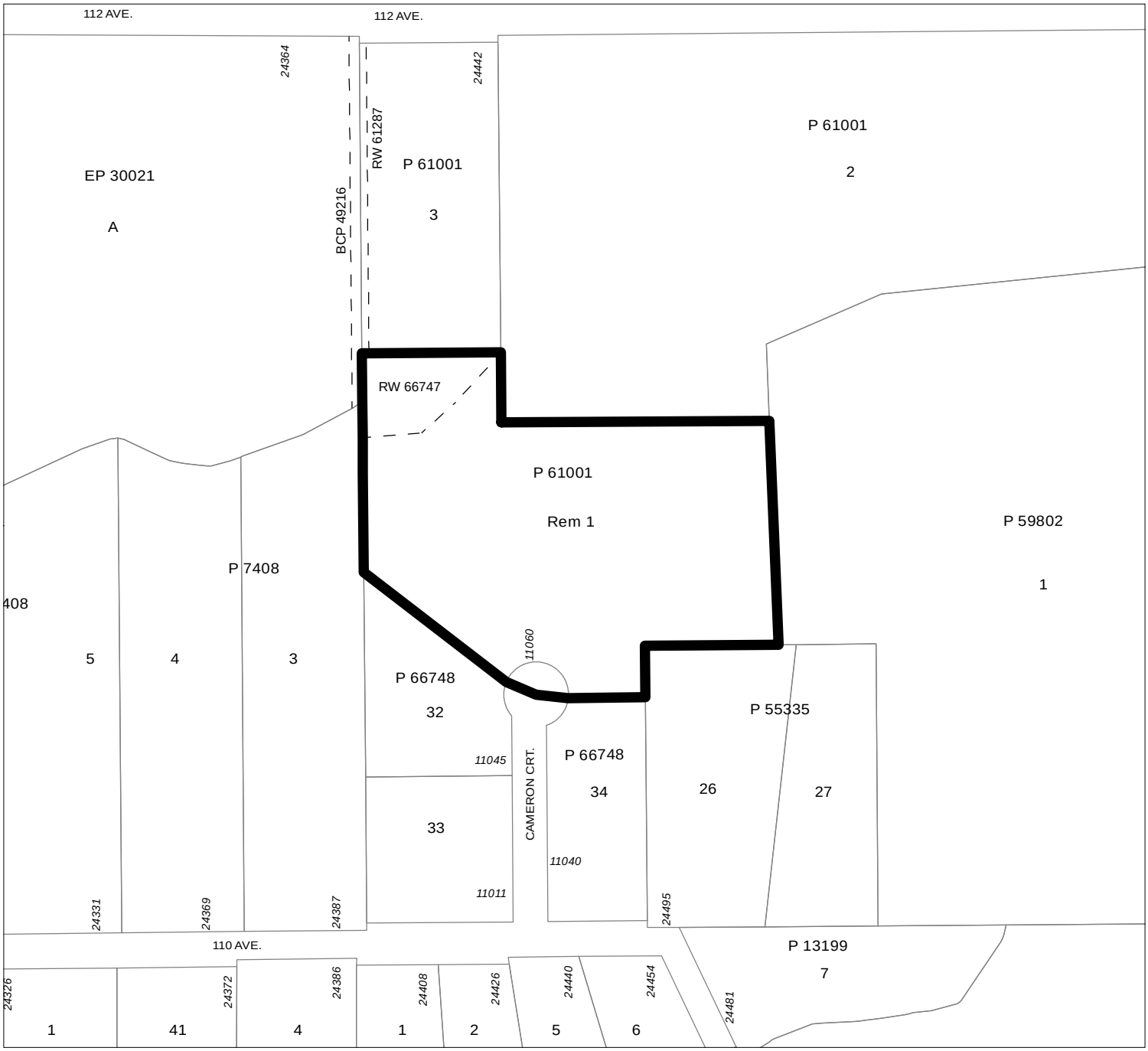
   PUBLIC HEARING held the day of , 20

   READ a third time the day of , 20

   ADOPTED, the day of , 20

_____ _____

PRESIDING MEMBER CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7409-2017

Map No. 1742

From: RS-3 (One Family Rural Residential)

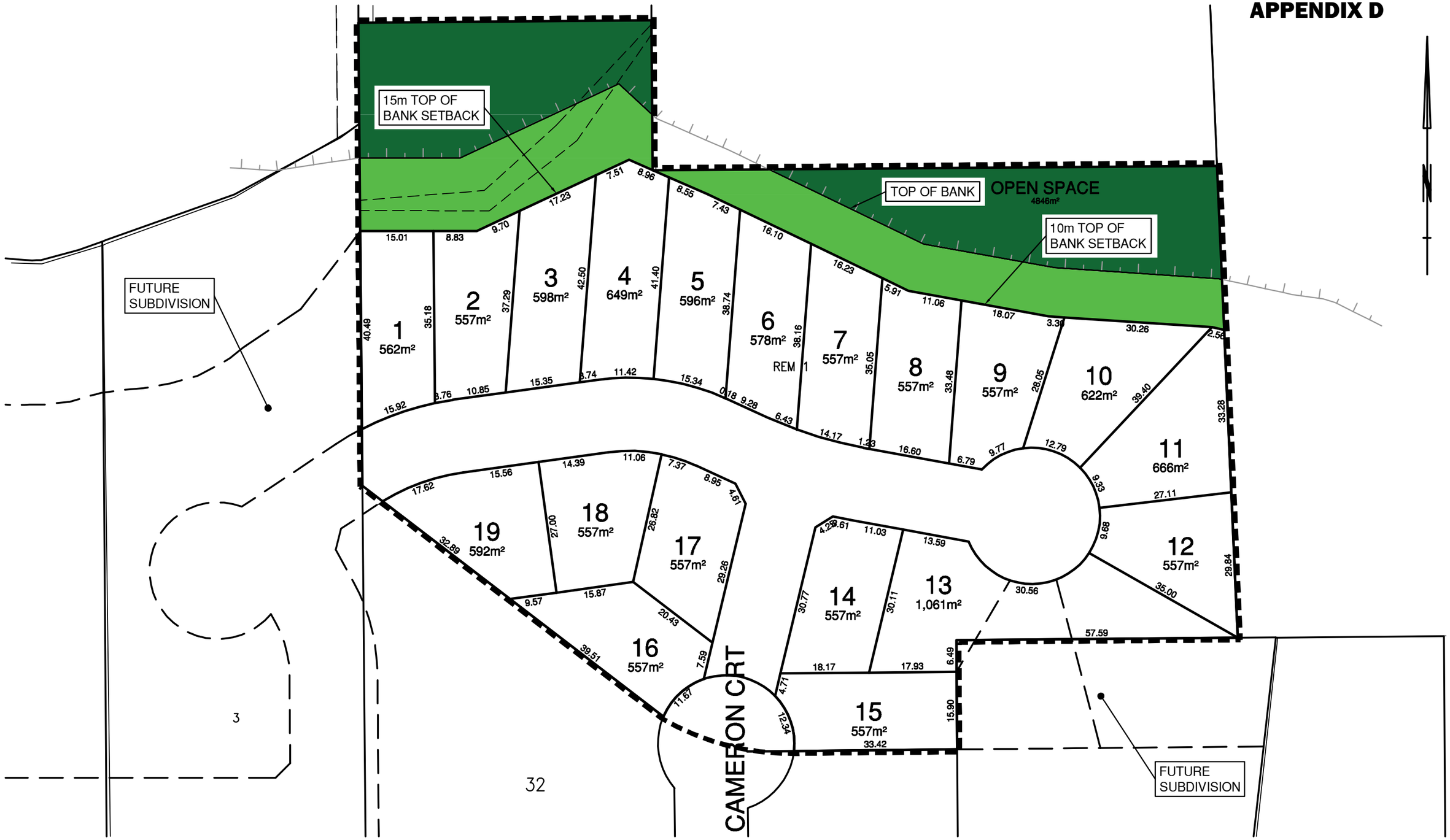
To: RS-1d (One Family Urban (Half Acre) Residential)

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500

APPENDIX D



SUBDIVISION CONCEPT PLAN - RS-1b ZONE

11060 CAMERON COURT

1075259 BC LTD. - KANWAL GHUMAN

0 20 40 Meters

WSP CANADA INC.
#300 - 65 RICHMOND STREET
NEW WESTMINSTER, B.C.
CANADA V3L 5P5
TEL. 604-525-4651 | FAX. 604-525-5715
www.wsp.com

AUGUST 2017 | 161-13168-00

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2017-461-RZ
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: **First Reading**
Zone Amending Bylaw No. 7401-2017
11641 227 Street

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential). To proceed further with this application additional information is required as outlined below. There was a previous application that received First Reading, the applicant decided not to move forward with the application and requested the closure of the application.

The subject property is located within the Town Centre Area Plan boundaries and is subject to the City Wide Community Amenity Contribution Program as amended by City Council on December 12, 2017 to include the Town Centre into the Program.

RECOMMENDATIONS:

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

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

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

3. **That Zone Amending Bylaw No. 7282-2016 be rescinded; and**

4. **That Zone Amending Bylaw No. 7401-2017 be given first reading; and**

5. **That the applicant provide further information as described on Schedules A, C, D, E, F and G of the Development Procedures Bylaw No. 5879–1999, along with a Subdivision application.**

DISCUSSION:

a) Background Context:

Applicant:		Bissky Architructure and Urban Design Inc. Wayne Bissky
Legal Description:		Lot1, D.L. 401, NWD, Plan BCP24521
OCP:		
Existing:		Low-Rise Apartment and Conservation
Proposed:		Low Density Multi-Family
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

b) Site Characteristics:

The subject property is located on the west side of 227th Street, north of Hollyrood Avenue and south of the gaming facility at 22710 Lougheed Highway. The site slopes gradually from 227th Street down to the west and more steeply down to the northwest corner of the property. Dedicated park land surrounds the property to the north and west for the protection of steep slopes. There is a four storey apartment located to the south; and single family housing and a senior's assisted living apartment are located east of the site. A watercourse is located in the Park to the north and the 15 metre setbacks for it extend onto this site. There are slopes in excess of 15% on the site.

c) Project Description:

The applicant has applied to rezone the 0.55 ha of the southern portion of the subject property (Appendix D) to RM-2 (Medium Density Apartment Residential District) leaving the remainder of the property zoned RS-1 (One Family Urban Residential). 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 applicant is proposing two 5 storey apartment buildings with 1.8 FSR on the portion of the subject property under the rezoning application and subdivide the remainder of the property for future development.

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

d) Planning Analysis:

Official Community Plan:

The development site is located within the Town Centre Area Plan and is currently designated Low-Rise Apartment and Conservation. For the proposed development an OCP amendment may be to adjust the Conservation boundary.

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.

The Low-Rise Apartment designation is tended 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 unground..

Policy 3-22 states that *All Low-Rise Apartment developments should be a minimum of three (3) storeys.*

Zoning Bylaw:

The current application proposes to rezone 0.55 ha (Appendix D) of the property located at 11641 227th Street from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit two 5 storey apartment buildings with a 1.8 FSR (Floor Space Ratio) and subdivide the remainder of the property off for future development. The minimum lot size for the current RS-1 (One Family Residential) zone is 668m^2, and the minimum lot size for the proposed RM-2 (Medium Density Apartment Residential zone is 1,300m^2. Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Development Permits:

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

Pursuant to Section 8.10 of the OCP, a Natural Features Development Permit application is required for all development and subdivision activity or building permits for:

- All areas designated Conservation on Schedule "B" or all areas within 50 metres of an area designated Conservation on Schedule "B", or on Figures 2, 3 and 4 in the Silver Valley Area Plan;
- All lands with an average natural slope of greater than 15 %;
- All floodplain areas and forest lands identified on Natural Features Schedule "C"

to ensure the preservation, protection, restoration and enhancement of the natural environment and for development that is protected from hazardous conditions.

Advisory Design Panel:

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

Development Information Meeting:

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

e) Preliminary Environmental Comments:

A preliminary environmental review has concluded that a combined WPDP and NFDP application will be required given steep slopes over 15% and proximity to watercourses on adjacent sites.

There are slopes on the western portion of the site that are over 25% based on Lidar 2014 data, which will likely require steep slope conservation covenants or possible dedication. Slopes of over 30% extend into the central part of the site from the west and are the western portion and northwest corner of the site. These sloping areas are not considered to be developable areas under NFDP hillside policies and guidelines as well as Zoning Bylaw. As for most development sites, some regrading will likely be necessary; however, filling these natural features will not be supported. The development layout should work around these sensitive areas to work with the natural topography on site.

The lands abut one of the most significant and natural ravine and creek systems in the Town Centre. A visual aesthetic assessment for the top of the hillside area to the park and slope area respecting building placement to avoid overpowering the natural setting from the ravine and park areas is desirable.

There are associated geotechnical issues as well as setbacks being required on this site that considers adjacent conservation areas, stormwater management requirements, and tree retention objectives from an environmental perspective. Some watercourse protection setbacks along the northern portion of the site may be necessary.

A Qualified Environmental Profession and a Geotechnical Engineer need to conduct an assessment and ground truth the site to determine the developable area and the necessary conservation requirements.

f) Interdepartmental Implications:

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

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

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

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

g) Early and Ongoing Consultation:

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

h) Development Applications:

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

1. An OCP Application (Schedule A);
2. A complete Rezoning Application (Schedule C);
3. A Town Centre Development Permit Application (Schedule D);
4. A Development Variance Permit (Schedule E);
5. A Watercourse Protection Development Permit Application (Schedule F); and
6. A Natural Features Development Permit Application (Schedule G).

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

CONCLUSION:

The development proposal is in compliance with the OCP, therefore, it is recommended that Council grant First Reading to Zone Amending Bylaw No. 7401-2017. Additional information is necessary from the applicant to determine the developable portion of the lands, understand how the development layout should work around with and incorporate the natural environment.

"Original signed by Wendy Cooper"

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

"Original signed by Chuck Goddard" for

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

"Original signed by Frank Quinn"

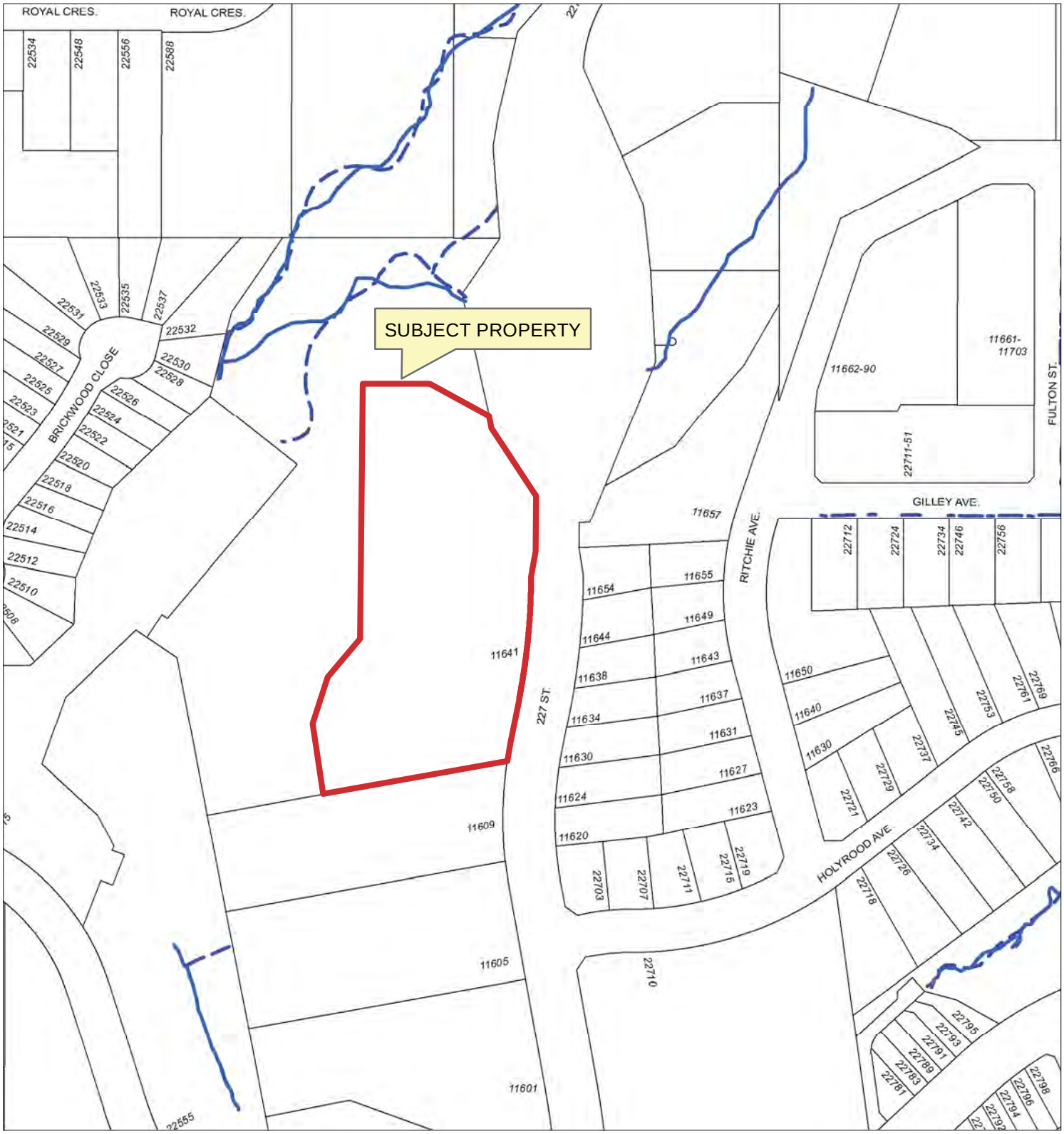
Approved by: Frank Quinn, MBA, P. Eng
GM: Public Works & Development Services

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7401-2017

APPENDIX A



N

Scale: 1:2,500

Legend

- Stream
- Ditch Centreline
- Indefinite Creek

11641 227 STREET

PLANNING DEPARTMENT

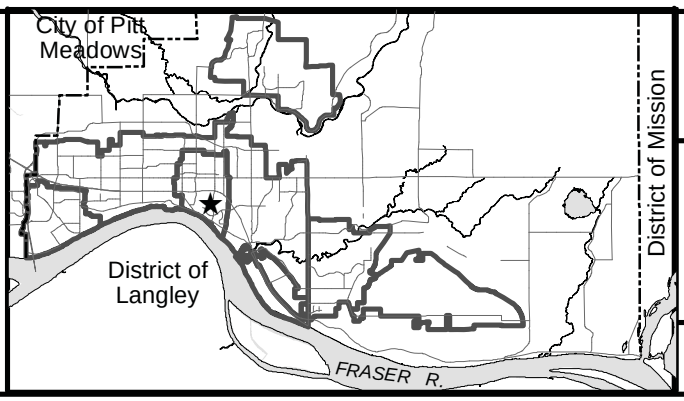
MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2017-461-RZ
DATE: Oct 13, 2017
BY: LP

APPENDIX B

N

Scale: 1:2,500



11641 227 STREET

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2017-461-RZ
DATE: Oct 13, 2017
BY: LP

APPENDIX C

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 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).

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

   READ a first time the day of , 20

   READ a second time the day of , 20

   PUBLIC HEARING held the day of , 20

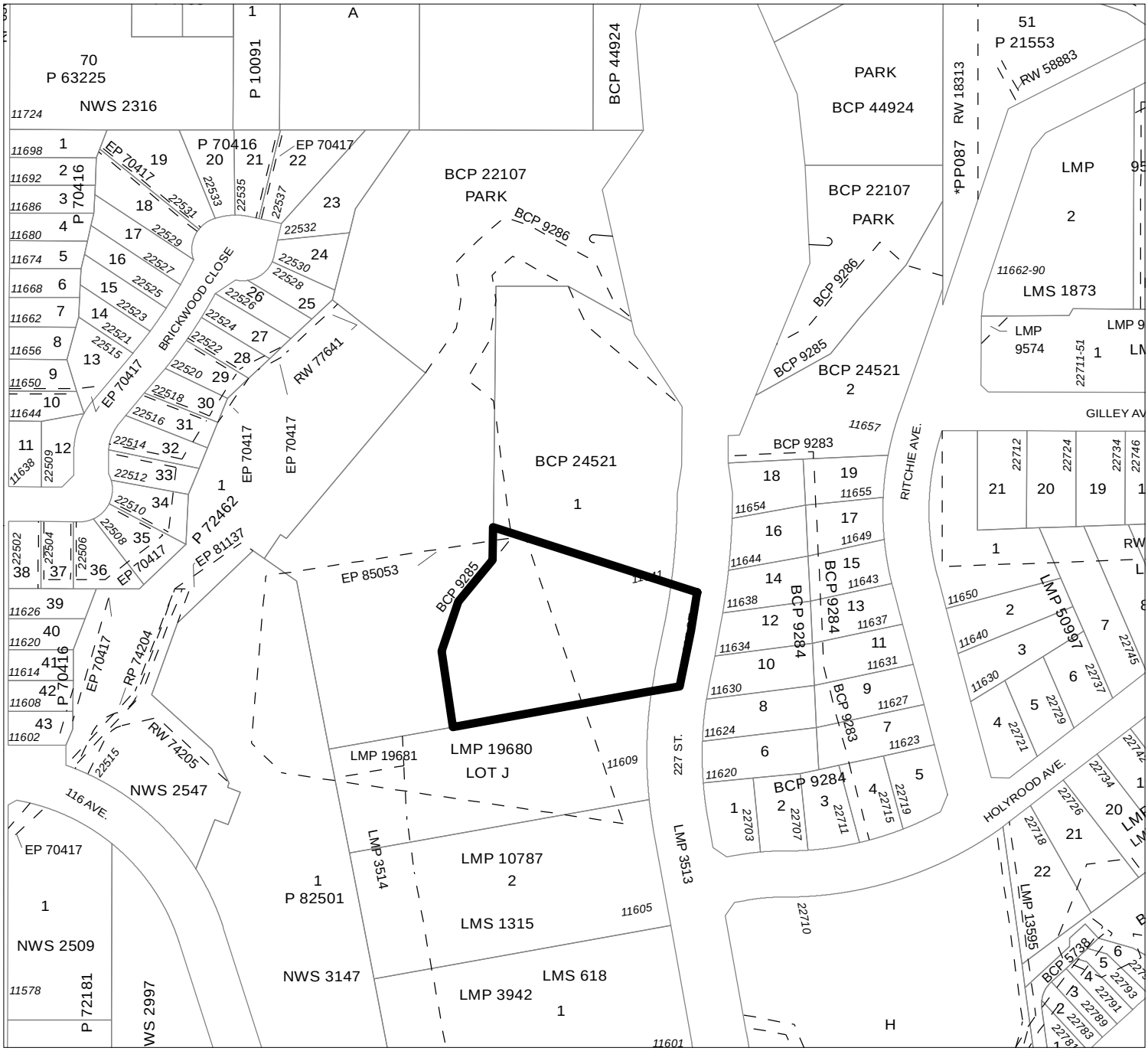
   READ a third time the day of , 20

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

   ADOPTED, the day of , 20

_____ _____

PRESIDING MEMBER CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7401-2017

Map No. 1738

From: RS-1 (One Family Urban Residential)

To: RM-2 (Medium Density Apartment Residential)

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2017-489-RZ
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: **First Reading**
Zone Amending Bylaw No. 7407-2017
11903, 11917 Burnett Street

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit a five storey condominium building. 54 units are proposed, divided into 10 one-bedroom units, 26 one-bedroom and den units, and 18 two-bedroom units. 61 off-street parking spaces (56 underground residential spaces and five visitor spaces) are also provided in conformance with the reduced parking requirements for the Central Business District of the City's *Off-street Parking and Loading Bylaw 4350-1990*. The applicant will also be required to provide short term and long term bicycle parking. The subject property is designated as *Low-Rise Apartment* in the Official Community Plan (OCP), and no OCP amendment is required to accommodate the proposed development.

As per Council Policy 6.31, which was updated on December 12, 2017 to remove the CAC Program exemption for properties situated within the Town Centre Area Plan boundaries, a CAC charge of $167,400 applies to this proposed development ($3,100 per apartment dwelling unit).

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

RECOMMENDATIONS:

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

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

DISCUSSION:

a) Background Context:

Applicant:	Krahn Engineering Ltd, Wayne Venebles
Legal Description:	Lot 6 and 7, Section 17, Township 12, NWP22046
OCP:	
Existing:	Low-Rise Apartment
Proposed:	No change

Zoning:

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

Surrounding Uses:

North:	Use:	Apartments
	Zone:	RM-2 (Medium Density Apartment Residential)
	Designation:	Low-Rise Apartment
South:	Use:	Apartments
	Zone:	RM-2
	Designation:	Low-Rise Apartment
East:	Use:	Single-family residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential
West:	Use:	Apartments and vacant
	Zone:	RM-2 and RM-6 (Regional Town Centre High Density Apartment Residential)
	Designation:	Low-Rise Apartment, and Medium and High-Rise Apartment

Existing Use of Property:	Single-family residential
Proposed Use of Property:	Apartments
Site Area:	0.267 ha (0.661 acres)
Access:	Burnett Street
Servicing requirement:	Urban Standard

b) Site Characteristics:

The subject properties, located at 11903 and 11917 Burnett Street, together make up a rectangular development site approximately 2, 676 m^2 (0.661 acres) in size (see Appendix A). A single-family dwelling is currently located on each lot. The development is generally flat and vegetated with grass, bushes and a few trees.

The development site is surrounded by four storey apartment buildings to its north, west and south, and single-family dwellings to its east (see Appendix B). The latter row of single-family dwellings lies just outside of the Town Centre Area Plan boundaries.

There are two recent and in-stream applications along the west side of Burnett Street south of the development site. Council granted first reading to an application for a purpose built five-storey rental apartment building on May 23, 2017 (2017-035-RZ), and second reading to another five-storey apartment building south of that on November 28, 2017 (2016-145-RZ). Both of these applications proposed around 60+ apartment units.

c) Project Description:

The development proposal is for a five storey condominium building with approximately 4,199 m^2 (45,202 sf) of gross floor area. It proposes 54 market condominium units comprising ten 1-bedroom units, 26 1-bedroom and den units, and 18 2-bedroom units. No studio or three bedroom units are currently proposed.

To meet the City's housing and environmental sustainability objectives, the applicant has also volunteered to include the following elements in the building:

- Three adaptable units in the unit mix (one 1-bedroom, one 1-bedroom and den, and one 2-bedroom unit);
- Lease to buy option for five units;
- A 350 m^2 (3,800 sf) landscaped amenity space on the 5th floor roof with rain barrels to capture water for the landscaping;
- Dual flushing toilets in units to save water; and
- Energy efficient appliances and LED lighting inside and outside the building.

56 off-street parking spaces for residents, including an accessible space, are located in one underground parking garage. Five visitor parking spaces, including an accessible space, are also located at grade next to the front entrance of the building. A bicycle room in the underground parking garage provides 22 long term bicycle parking spaces. The project will be required to provide at least 17 short term bicycle parking spaces.

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

d) Planning Analysis:

Official Community Plan:

The development site is located within the Downtown East Precinct of the Town Centre Area Plan. The Downtown East Precinct serves as the eastern interface and gateway to the Town Centre. More urban and pedestrian oriented development is desired in the Downtown East Precinct, which can include medium to high density residential high-rise towers. This project, a mid-rise residential building, conforms with the intent of the precinct guidelines of the Town Centre Area Plan.

The development site is currently designated *Low-Rise Apartment* and an OCP amendment is not required to support the development and rezoning.

The following policies apply to this proposal:

Official Community Plan Policies

> *3-31 Maple Ridge supports the provision of rental accommodation and encourages the construction of rental units that vary in size and number of bedrooms…,*

Although incentives are in place to encourage purpose-built rental housing in Maple Ridge, developers cannot be forced to operate rental units where it does not align with their business practices. This project does not include any dedicated rental units, although units may be rented out at the discretion of resident-owners and the building's strata management. Nonetheless, to maintain resident-owner rental housing, a covenant could be placed on title to restrict the building's strata management from restricting rentals in the building in future.

This project only includes one bedroom, one bedroom and den, and two bedroom units. No studio or three bedroom units are currently proposed.

> *3-32 Maple Ridge supports the provision of affordable, rental and special needs housing throughout the District…*

As previously mentioned, this project does not provide any rental, affordable, or special needs housing. However, the applicant has volunteered a lease to buy option for five units, which can be a way to help renters to eventually purchase their units. Furthermore, Council recently passed a resolution to update the Community Amenity Contribution policy on December 12, 2017. This application is subject to the CAC contribution of $167,400 ($3,100 per unit) to be directed towards affordable and special needs housing in the City.

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

Residential units constructed in accordance with SAFERhome standards and with the adaptable dwelling unit provisions of the BC Building Code (BC Reg. 216/2006, Division B, Section 3.8.5) support "age-in-place" senior housing. Other projects in the Town Centre Area have volunteered approximately 10% to 15% of their units constructed to these standards. The applicant has volunteered three (3) units out of 54, or 5% of units to be constructed as adaptable units.

Town Centre Area Plan Policies

> *3-1 An increase in residential and commercial density is encouraged in the Town Centre, particularly within the Central Business District… Land-use should include a mix of housing types catering to various demographics, including affordable and special needs housing, within walking distance to a broad mixture of uses, including shops, services, cultural facilities, and recreation.*

This project will increase the number of condominium units within walking distance to a range of shops, services, and transit in and around the Central Business District. However, beyond one and two bedroom units, it does not offer significant housing diversity in terms of unit types at this time (e.g. bachelor or three bedroom units).

> *3-12 High density development that is four or more storeys in height may be required to include a shadow study in consideration of adjacent sites to address potential impacts on available daylight. Consideration should also be given to the privacy of residents in existing buildings.*

This project will be five storeys in height, but situated among four storey low rise apartments to its north, west and south, as well as a row of single family homes across Burnett Street to its east. The applicant will be asked to provide a shadow study.

> *3-15 Concealed parking structures are encouraged in all commercial, mixed-use, multi-family uses… in the Town Centre. Below grade parking structures are particularly encouraged for Low-Rise, Medium, and High-Rise Apartment…buildings.*

This project includes an underground parking garage in compliance with this policy.

3-22 All Low-Rise Apartment developments should be a minimum of three (3) storeys and a maximum of five (5) storeys in height.

This project complies with the height range envisioned by the policy.

In addition to these policies, a range of environmentally sustainable policies in the Town Centre Area Plan would also apply to this application:

2-5 Incorporating Rainwater Management practices into on-site and off-site development will be encouraged [...]. Some examples of Rainwater Management practices include:

- *bioretention areas;*
- *rainwater gardens;*
- *bioswales;*
- *landscaped curb bulges on street right-of-ways;*
- *rainwater harvest for irrigation; and*
- *green roofs.*

The applicant is providing a landscaped amenity space on the roof of the building. In addition, rain barrels will collect water that can be used to water the garden. The landscaped roof of the underground parking garage will also be part of the site's rainwater management scheme, but this is already required by the City's current bylaws. Further details as to the extent of the landscaped amenity roof space and onsite landscaping and stormwater management scheme will be required prior to second reading in order to assess their benefits in terms of rainwater management.

2-9 The use of plant and tree species that are suited for Maple Ridge climate and that will attract local songbirds and pollinating insects species [...] will be encouraged in public and private development;

2-10 Landscaping, as described in policy 2-9 above, will be encouraged in all public and private outdoor spaces in the Town Centre. For areas with a large amount of paved surfaces, such as surface parking lots and public plazas, the installation of trees, rain gardens, raised planters, and/or living green walls, where feasible, is encouraged to provide some areas of refuge for wildlife, such as small birds, rainwater interception, cooling in summer months, reduced glare from pavement, carbon sequestration, and a more attractive urban environment.

The applicant is providing these measures on site.

2.20 Energy efficient design and Best Management Practices are encouraged in all developments in the Town Centre.

2-22 Maple Ridge supports the green technologies that are embedded in the Town Centre Development Permit Guidelines and encourages the incorporation of these into development.

2-24 Achieving a LEED, Built Green, or similar certification program is encouraged.

The applicant is including a minimal number of "green" measures, limited to energy efficient appliances, LED lighting within and outside the building and dual flush toilets in all units. While these measures are welcome, they are minimal and less than the intensity of "green" measures that were envisioned by these policies.

In summary, this project increases the residential density within the Downtown East Precinct, and provides for more one and two bedroom condominium units in close proximity to the central business district and its shops and services. The project's five storey buildings conform with the intent of the OCP's *Low-Rise Apartment* designation, and would be similar in scale to existing apartment buildings to its north, south and west. The proposal's unit mix and diversity is limited, but does currently include three adaptable units, a lease to buy option on five units, and some "green" measures.

Zoning Bylaw:

The current application proposes to rezone the two subject properties located at 11903 and 11917 Burnett Street from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit the construction of a five storey condominium building. The building's gross floor area of 4,199 m^2 (45,202 sf) achieves a floor space ratio of approximately 1.6, which is less than the maximum of 1.8 permitted by the development site's zoning. The minimum lot size for the current RS-1 zone is 668 m^2, and the minimum lot size for the proposed RM-2 zone is 1,300 m^2.

At this time, the following variances have been requested by the applicant:

- To increase building height from four to five storeys. In other applications around the Town Centre, this variance has been supported in exchange for additional amenities such as adaptable units, rental housing, affordable units, or other housing measures.
- Reduction of the front, rear and side yard setbacks from 7.5 m up to 5.3 m to accommodate balconies and increased floor space in some units. As stated above, the gross floor area and density of the building is underneath the zone's permitted maxima.

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

Parking:

This project's 61 car parking spaces (i.e. 56 residential and 5 visitor spaces) meet the reduced parking requirements in the Central Business District of the *Off-Street Parking Bylaw 4350 – 1990*. Two spaces for persons with mobility impairments are also included in compliance with the *Off-Street Parking Bylaw*. It is however noted that the City has received complaints about parking from some residents along the east side of Burnett Street. To date, the nature of these complaints have been about parked vehicles blocking driveway access or sight lines to the single family houses, rather than about a lack of parking supply. The City has increased bylaw enforcement along Burnett Street to deal with these types of complaints.

22 long term bicycle parking spaces are provided in the underground garage in conformance with the bylaw. The project will also require at least 17 short term bicycle parking spaces near to the main entrance of the building. The location of these spaces has not been specified by the development proposal at this time, and will need to be confirmed prior to second reading.

Development Permits:

Pursuant to Section 8.11 of the OCP, a Town Centre Development Permit for the Downtown East Precinct is required for all multi-family residential, flexible mixed use and commercial development located in the Town Centre.

Advisory Design Panel:

The Town Centre Development Permit must be reviewed by the Advisory Design Panel prior to second reading.

Development Information Meeting:

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

e) Interdepartmental Implications:

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

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

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

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

f) Development Applications:

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

1. A complete Rezoning Application (Schedule C);
2. A Town Centre Development Permit Application for the Downtown East Precinct (Schedule D);
3. A Development Variance Permit (Schedule E);

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

CONCLUSION:

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

"Original signed by Chee Chan"

Prepared by: Chee Chan, MUP, MCIP, RPP, BSc
Planner 1

"Original signed by Chuck Goddard" for

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

"Original signed by Frank Quinn"

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

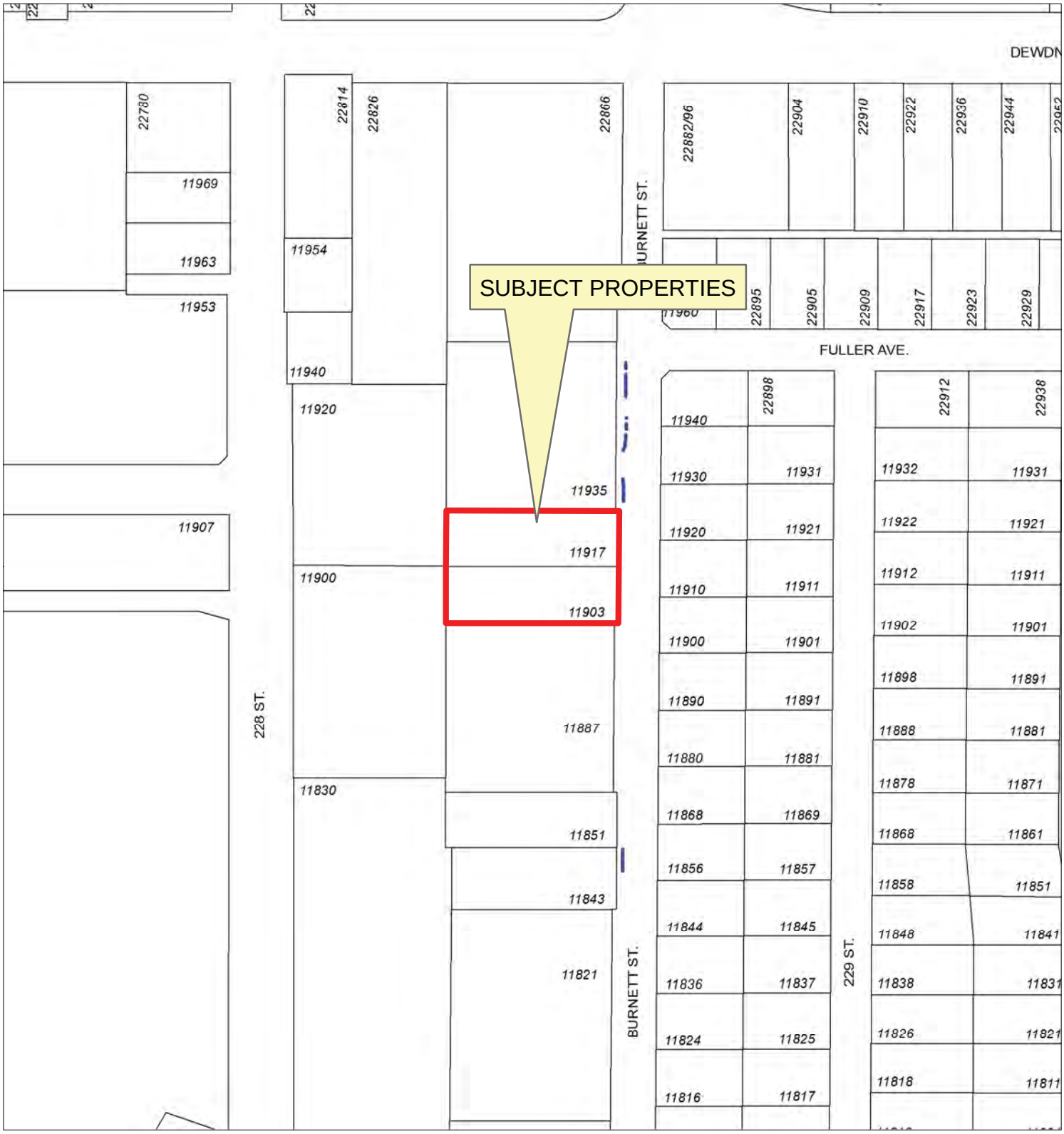
"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7407-2017
Appendix D – Proposed Site Plan

APPENDIX A



N

Scale: 1:2,000

Legend

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

11903 & 11917 Burnett St

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2017-489-RZ
DATE: Oct 26, 2017 BY: JV

APPENDIX B

N

Scale: 1:2,000

Legend

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

11903 & 11917 Burnett St

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2017-489-RZ
DATE: Oct 26, 2017 BY: JV

APPENDIX C

CITY OF MAPLE RIDGE

BYLAW NO. 7407-2017

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. 7407-2017."

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

   Lot 6 Section 17 Township 12 New Westminster District Plan 22046
   Lot 7 Section 17 Township 12 New Westminster District Plan 22046

   and outlined in heavy black line on Map No. 1740 a copy of which is attached hereto and forms part of this Bylaw, are hereby rezoned to RM-2 (Medium Density Apartment Residential).

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

   READ a first time the day of , 20

   READ a second time the day of , 20

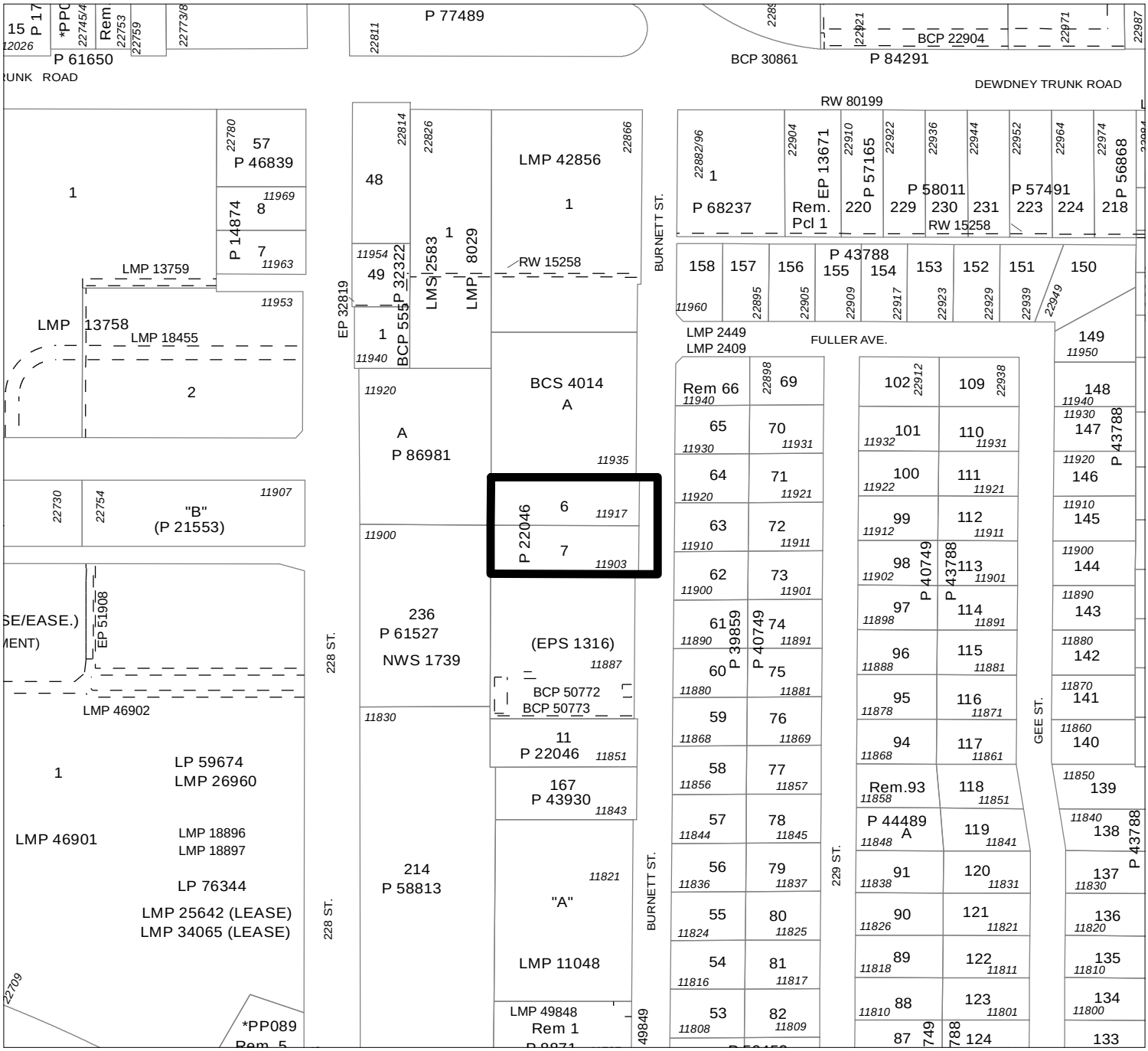
   PUBLIC HEARING held the day of , 20

   READ a third time the day of , 20

   ADOPTED, the day of , 20

_____ _____

PRESIDING MEMBER CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7407-2017

Map No. 1740

From: RS-1 (One Family Urban Residential)

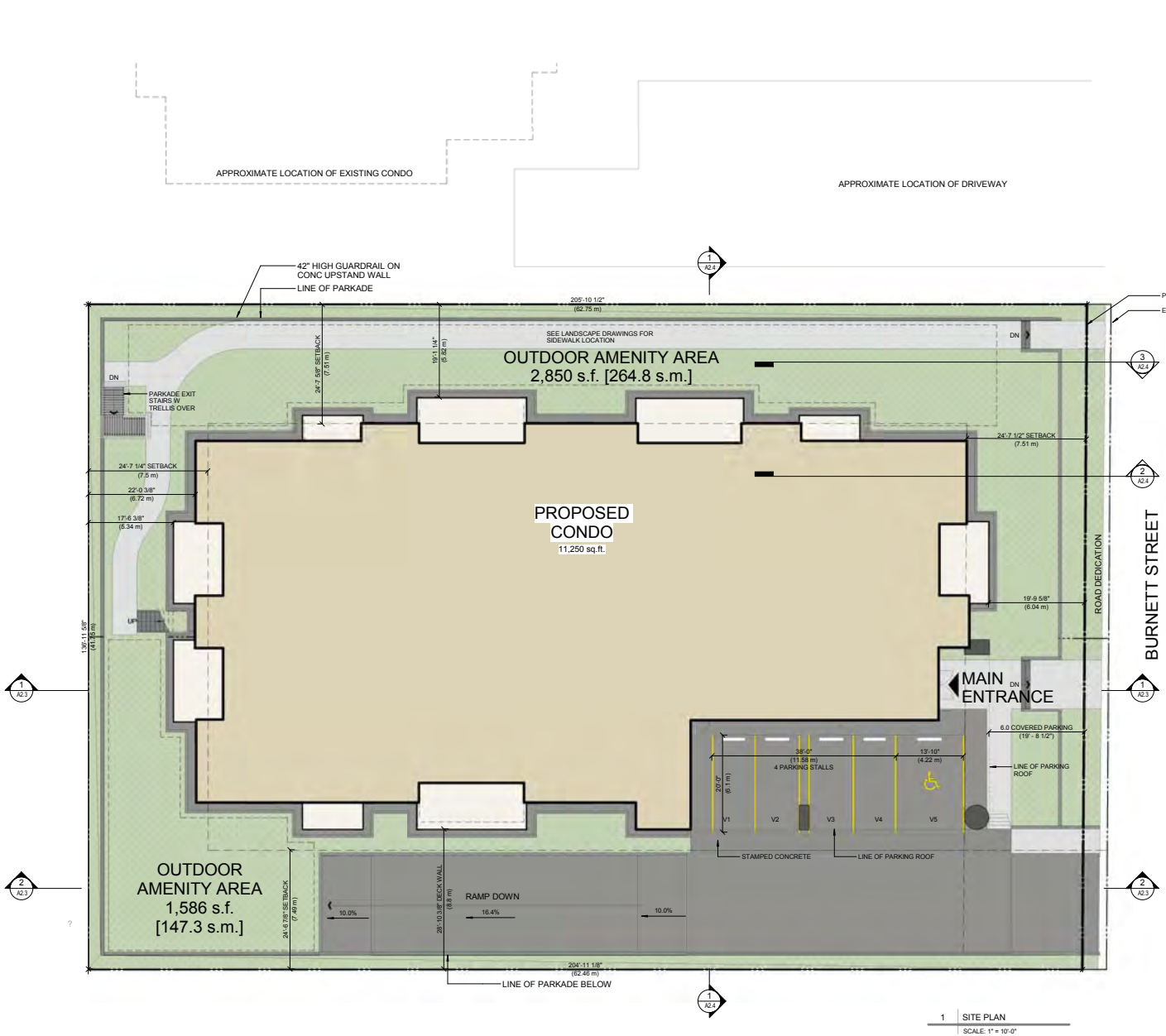
To: RM-2 (Medium Density Apartment Residential)

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500

APPENDIX D



1 SITE PLAN
SCALE: 1" = 10'-0"

PROJECT NORTH

ADDRESS:
CIVIC ADDRESS: 11903 & 11917 BURNETT STREET, MAPLE RIDGE, BC

LEGAL ADDRESS: LOT 6 & 7 PLAN 22046, BOTH OF SECTION 17 TOWNSHIP 12 NEW WESTMINSTER DISTRICT

ZONING BYLAW ANALYSIS

1. ZONING:
EXISTING: RS-1,RM-2 (11903 BURNETT ST.) & RM-2 (11917 BURNETT ST.)
PROPOSED: RM-2

2. LOT AREA:
GROSS: 28,813 s.f. (2,676.5 m²)
ROAD DEDICATION: 674 s.f.
NET: 28,139 s.f. (2,614 m²), 0.645 Ac. (0.261 ha)

3. DENSITY (FLOOR SPACE RATIO):
ALLOWED: 28,139 s.f. x 1.80 = 50,650 s.f. (1.80)
PROPOSED: 45,202 s.f. / 28,139 s.f. = **1.61**

4. USABLE OPEN SPACE & AMENITY AREA :
USEABLE OPEN SPACE:
REQUIRED: 28,139 s.f. x 20% = 5,627.80 s.f.
PROPOSED OUTDOOR: = 4436 s.f.
INDOOR AMENITY SPACE:
REQUIRED: 1 s.m. x 54 UNITS = 54 s.m. [582 s.f.]
PROPOSED: = 2,000 s.f.

COMBINED USEABLE OPEN SPACE = 6436 s.f. [598 s.m.]

5. SETBACKS (APARTMENT BUILDINGS):
REQUIRED: 7.5m ALL LOT LINES
PROPOSED: 7.5m FRONT (EAST) / 6.0m DECK WALL/6.0M COVERED PARKING
7.5m REAR (WEST) / 5.3m DECK WALL
7.5m SIDE (NORTH) / 5.8m DECK WALL
8.8m SIDE (SOUTH) / 8.8m DECK WALL

4. BUILDING HEIGHT:
MAXIMUM HEIGHT PERMITTED: 4 STOREYS
PROPOSED HEIGHT: 5 STOREYS

5. LOT COVERAGE:
PROPOSED LOT COVERAGE: (13500 s.f. / 28139 s.f.) x 100 = 48%

6. PARKING:

RESIDENT
REQUIRED:
= 10 du (1 BED) x 1 SPACE/UNIT = 10 SPACES
= 26 du (1 BED + DEN) x 1 SPACE/UNIT = 26 SPACES
= 18 du (2 BED) x 1 SPACE/UNIT = 18 SPACES
TOTAL = 54 SPACES

PROVIDED: =55 SPACES (1 H/C SPACE)

VISITOR
REQUIRED: = 54 du x 0.1 SPACE/UNIT = 5.4 (5) SPACES
TOTAL = 5 SPACES

PROVIDED: = 5 SPACES (1H/C SPACE)

BICYCLE PARKING:
REQUIRED : 1 FOR EVERY 4 UNIT =13.5

PROPOSED =22

UNIT BREAK DOWN

UNIT	TOTAL UNITS	AREA	TOTAL AREA
A (2 BR)	18	1,026 sq.ft. [95.3sq.m.]	18,468 sq.ft. [1715.7 sq.m.]
B (1BR +DEN)	26	764 sq.ft. [71.0 sq.m.]	19,864 sq.ft. [1845.4 sq.m.]
C (1 BR)	10	686 sq.ft. [63.7 sq.m.]	6,860 sq.ft. [637.3 sq.m]
TOTAL	54	-	45,192 sq.ft. [4198.5 sq.m.]

Krahn GROUP OF COMPANIES
ABBOTSFORD OFFICE
400 - 34077 GLADYS AVENUE ABBOTSFORD B.C. V2S 2E8
T: 604.853.8831 F: 604.853.1580 WWW.KRAHN.COM
EDMONTON OFFICE
1060 - 10117 JASPER AVENUE EDMONTON AB. T5J 1W8
T: 780.758.2002 WWW.KRAHN.COM
VANCOUVER OFFICE
110 - 2920 VIRTUAL WAY VANCOUVER B.C. V5M 0C4
T: 604.294.6662 F: 604.294.6665 WWW.KRAHN.COM

NO.	DATE YMD	DESCRIPTION
1	2017/10/20	ISSUED FOR DP

ISSUES AND REVISIONS

SEAL

larry podhora / architect
1952 BRACKMAN WAY, NORTH SAANICH, B.C. V8L 5C2

PROJECT NAME
PROPOSED 5 STOREY CONDO

PROJECT ADDRESS
11903 & 11917 BURNETT STREET, MAPLE RIDGE, BC

DRAWING TITLE
SITE PLAN

SCALE	As indicated
DRAWN	MV
CHECKED	WV
PROJECT NO.	170464

DRAWING NO.
A2.1

THIS DRAWING IS PROPERTY OF KRAHN GROUP OF COMPANIES AND SHOULD NOT BE COPIED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT

G:\2017\ Project Folders\170464-5 Storey Condo-Maple Ridge\1.0 Active Drawings\1.0.1 Architect Working Files\2017-11-08 - Parking Garage Setbacks\170464 Maple Ridge 5 Story Condo_mlevanitan_sketchet.rvt

1 SW PERSPECTIVE
SCALE:

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2016-091-RZ
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: **First and Second Reading**
Official Community Plan Amending Bylaw No. 7416-2017;
Second Reading
Zone Amending Bylaw No. 7254-2016;
14155 Marc Road

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property located at 14155 Marc Road from A-2 (Upland Agricultural) to R-1 (Residential District), and R-2 (Urban Residential District), to permit a future subdivision of approximately 109 lots. Council granted first reading to Zone Amending Bylaw No. 7254-2016 and considered the early consultation requirements for the Official Community Plan (OCP) amendment on June 14, 2016. The minimum lot size for the current A-2 Upland Agricultural Zone is 4.0m^2 (10.0 acres).

The proposed development is in compliance with the policies of the Silver Valley Area Plan of the Official Community Plan (OCP). Ground-truthing on the site has established the developable areas, and as a result, an OCP amendment is required to revise the boundaries of the land use designations to fit the site conditions.

Ground truthing has also led to significant revisions of the original proposal that accompanied the first reading report. The site plan accompanying this report, attached as Appendix E, proposes a reduced lot yield and only single family lots (no townhouse units).

Pursuant to Council policy, this application is subject to the Community Amenity Contribution Program at a rate of $5,100.00 per single family lot, for an estimated amount of $555,900.00.

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 No7416-2017 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;**

2) **That Official Community Plan Amending Bylaw No. 7416-2017 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. 7416-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;**

4) That Official Community Plan Amending Bylaw No. 7416-2017 be given first and second readings and be forwarded to Public Hearing;

5) That Zone Amending Bylaw No. 7254-2016 be amended as identified in the staff report dated January 16, 2018, be given second reading, and be forwarded to Public Hearing;

6) That the following terms and conditions be met prior to final reading:

   i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;

   ii) Amendment to to Official Community Plan Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 2 - Land Use Plan, and Figure 4 - Trails / Open Space,

   iii) Park dedication as required, including construction of multi-purpose trails, emergency access roads; and removal of all debris and garbage from park land;

   iv) Registration of a Restrictive Covenant for the Geotechnical, which addresses the suitability of the subject property for the proposed development;

   v) Registration of a Restrictive Covenant for the protection of the Environmentally Sensitive areas on the subject property;

   vi) Registration of a Restrictive Covenant for Tree Protection;

   vii) Registration of a Restrictive Covenant for Stormwater Management;

   viii) Notification to the Department of Fisheries and Oceans and the Ministry of Environment for in-stream works on the site; and

   ix) That a voluntary contribution, in the amount of $555,900.00 ($5,100.00/lot), be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

DISCUSSION:

a) Background Context:

Applicant:	Morningstar Homes Ltd. Ryan Lucy
Legal Description:	Lot 2, Section 32, Township 12, Plan: LMP14126, Lot 3, Section 32, Township 12, Plan: LMP14126
OCP:	
Existing:	ECO (Eco Clusters), Conservation, Rural Residential
Proposed:	Eco Clusters, Conservation
Zoning:	
Existing:	A-2 (Upland Agricultural)
Proposed:	R-1 (Residential District) and R-2 (Urban Residential District

Surrounding Uses:

North:	Use:	Vacant
	Zone:	A-2 (Upland Agricultural)
	Designation	Rural Residential & Agricultural
South:	Use:	Single Family Residential
	Zone:	R-1 (Residential District)
	Designation:	Eco Clusters
East:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Eco Clusters and Conservation
West:	Use:	Blaney Bog
	Zone:	A-5 (Agriculture Only)
	Designation:	Park within the ALR and Rural Residential

Existing Use of Property:	Vacant
Proposed Use of Property:	Urban Residential
Site Area:	30.079 Ha. (74.32 acres)
Access:	Marc Road
Servicing requirement:	Urban Standard

BACKGROUND:

A previous application for this site (RZ/008/09, not completed) proposed a development of 137 units, which is more lots than proposed by the current application.

A central feature of the Silver Valley Plan and the Eco-cluster designation is for the land to inform development, thereby enabling the built form to be sensitive to the natural features of the land base. The Plan's goals are to preserve the character and features of the lands as much as possible and to avoid wholesale regrading or blasting to enlarge development envelopes. Slopes in excess of 25% should not be disturbed or built on. A complete assessment of these elements by this applicant has resulted in a proposal of fewer lots than proposed in the first reading report, providing a better "fit" with developable portions of the site.

b) Project Description:

The current application proposes to rezone the subject properties from A-2 (Upland Agricultural) to R-1 (Residential District), and R-2 (Urban Residential DistrictI).

The proposed lot yield includes a total of 109 single family lots with 28 R-1 (Residential District) lots and 81 R-2 (Urban Residential District) lots. Large tracts of conservation lands enclose the site, amounting to 23.7 hectares (58.6 acres) of dedicated parkland. In addition, a 0.31 hectare neighbourhood park will be located in the centre of the developable portion of the site. The total percentage of park dedication will be roughly 80% of the lot.

Trail development as indicated in the Silver Valley Area Plan will be constructed as part of this application.

c) Planning Analysis:

i) Official Community Plan:

The subject properties are split designated Eco-cluster and Conservation (the smaller northern parcel is also designated 46% Rural Residential). The Eco-cluster designation refers to the developable portions of the site. Some adjustments in the designations have been made in response to ground – truthing. These have been adjusted as shown in Appendix C, as attached. Section 5.4.6 of the Silver Valley Area Plan speaks to Eco-Cluster densities, as follows:

a) Densities and housing types should be diversified within and between Eco-Clusters.
b) The densities of Eco-Clusters in the eastern sector should be lower than other Eco-Clusters due to limited access and the requirements for accommodating equestrian activities, i.e. pastures and stables.
c) An Eco-Cluster includes varying levels of density, ranging from 5 to 15 units per hectare, in the form of single and/or multi-family units, dependent on proximity to a Hamlet centre, slope constraints, view impacts, and existing development.
d) Residential areas should be developed in a manner to allow a gradual and natural increase in density over time.

The Eco-Cluster designation is intended to provide development opportunities in sparsely developed or rural areas, in a cluster form which supports sensitive implementation, minimal site regrading and tree clearing, and integration of housing into a natural forest setting. Eco-clusters are located in areas where topography is difficult, where view impacts need to be minimized, and where the existing rural character should be retained.

The portions of the 30.0 hectare subject site that are designated Eco-Cluster amount to 18.3 hectares. For a site of this size, the number of units within the 5 – 15 units per hectare density range amount to between 100 to 300 units. The proposed 109 units of this development are within the lower end of this range. As this site is near the periphery of the Plan boundaries, adjacent to a rural context, and to land that is within the Agricultural Land Reserve, these lower densities are supportable.

Agricultural Policies: The Official Community Plan also contains policies aimed at protecting the productivity of agricultural land. The subject property is adjacent to Blaney Bog Regional Park to its West. As this park site is within the Agricultural Land Reserve, policy 6-12 b) will apply, as follows:

Maple Ridge will protect the productivity of its agricultural land by:…
b) Requiring agricultural impact assessments (AIAs) and Groundwater Impact Assessment of non-farm development and infrastructure projects and identifying measures to off-set impacts on agricultural capability…

ZONING BYLAW:

The minimum lot size for the current A-2 Upland Agriculture zone is 4 hectares. The proposed R-1 (Residential District) Zone has a minimum parcel size of 371 m^2 and the proposed R-2 (Urban Residential District) Zone has a minimum parcel size of 315 m^2. The initial proposal included some multi-family development but has since been revised as shown on the site plan, attached as Appendix E.

ii) Off-Street Parking And Loading Bylaw:

Single family uses generate a required off-street parking complement of 2 off-street parking stalls per lot. However, the R-1 (Residential District) Zone permits a secondary suite as an accessory use, which has an additional required parking complement of 1 stall. Parking considerations will be addressed through the building permit process upon completion of the rezoning and subdivision application.

iii) Development Permits:

Pursuant to Sections 8.9 and 8.10 of the OCP, a Watercourse Protection Development Permit and a Natural Features Development Permit application is required to ensure the preservation, protection, restoration and enhancement of watercourse and riparian areas, and for all development and subdivision activity or building permits for:

- All areas designated *Conservation* on Schedule "B" or all areas within 50 metres of an area designated *Conservation* on Schedule "B", or on Figures 2, 3 and 4 in the Silver Valley Area Plan;
- All lands with an average natural slope of greater than 15 percent;
- All floodplain areas and forest lands identified on Schedule "C"

to ensure the preservation, protection, restoration and enhancement of the natural environment and for development that is protected from hazardous conditions.

iv) Development Information Meeting:

A Development Information Meeting was held at Yennadon School Gymnasium on November 30, 2017. 38 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:

- Anderson Creek road emergency access would become road in response to traffic demand.
- Schools and commercial development needed in Silver Valley, more residential development needed in Town Centre.
- Impacts of Marc Road development on adjacent neighbourhood.

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

- Municipal departments have agreed that the Anderson Creek Drive access could be developed for emergency access only. This was not the original plan in the OCP, which shows a fully accessible road. However, the proposed lot layout and road pattern has been determined to be adequate for access and egress purposes.
- This residential development proposal is consistent with the subject property's land use designation.
- Lots proposed on Marc Road have been moved further south for tree protection and reduced neighbourhood impacts.

v) Parkland Requirement:

As there are more than two additional lots proposed to be created, the developer will be required to comply with the park dedication requirements of Section 510 of the *Local Government Act* prior to subdivision approval.

For this project, there is sufficient land that is proposed to be dedicated as park on the subject property and this land will be required to be dedicated as a condition of Final Reading.

d) Environmental Implications:

The site plan has been developed through collaboration with the Environmental Planner and the applicant's consultant team. The lot layout has considered conservation lands and tree protection measures in its current form.

e) Agricultural Impact:

An agricultural impact assessment will be required, due to the proximity of the site to the Blaney Bog, which is within the Agricultural Land Reserve. This requirement can be met as a condition of subdivision.

f) Interdepartmental Implications:

i) Engineering Department:

Engineering comments focused on the need for servicing upgrades for road construction, sanitary sewer, storm sewer, street trees, street lighting, and the watermain. As adjacent parcels will benefit from the provision of this infrastructure, a latecomers agreement is proposed to reimburse the developer for these costs when adjacent properties develop in the future.

ii) Parks & Leisure Services Department:

Both municipal and regional park department involvement have been sought, due to the proximity of the site to Blaney Bog. Park dedication is required as a condition of rezoning.

iii) Fire Department:

The Fire Department agrees to allowing the Anderson Creek drive access to be downgraded to emergency access only. Further input will be sought at the subdivision stage for the wildfire development permit that must be approved prior to development occurring on the site. The applicant has provided a preliminary wildfire hazard assessment. This work will need to be updated upon review of the subdivision layout as a requirement of the subdivision application.

g) 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 conservation boundaries, 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.

h) Citizen/Customer Implications:

The applicant has been consulting with the neighbourhood extensively as this application has progressed. To meet the City's formal consultation requirements, a Development Information Meeting was held on November 30, 2017. A public hearing will be required as part of this rezoning application.

CONCLUSION:

It is recommended that first and second reading be given to OCP Amending Bylaw No. 7416-2017, that second reading be given to Zone Amending Bylaw No. 7254-2016, and that application 2016-091-RZ be forwarded to Public Hearing.

"Original signed by "Diana Hall"

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

"Original signed by "Chuck Goddard" for

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

"Original signed by "Frank Quinn"

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

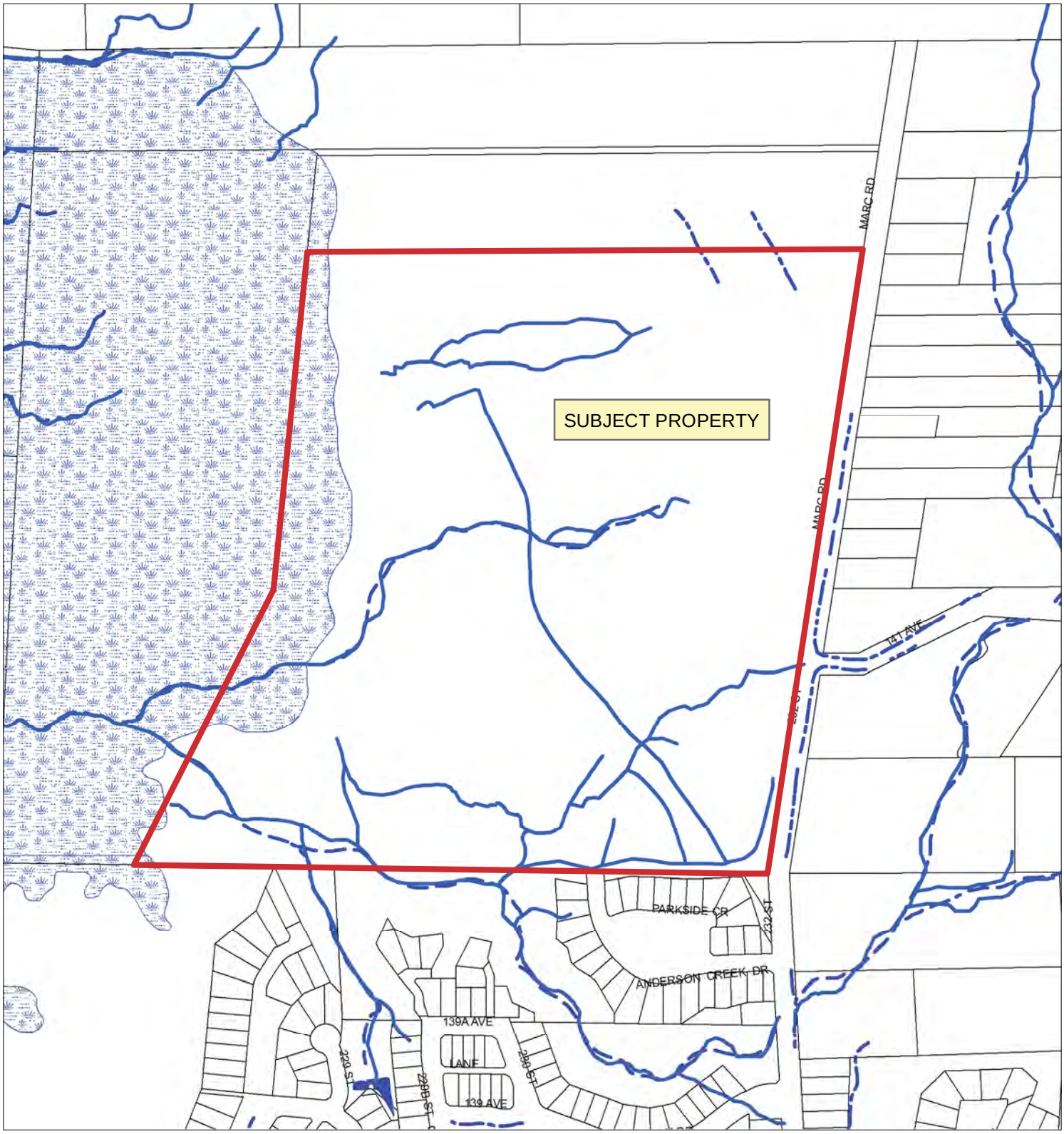
"Original signed by "Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – OCP Amending Bylaw No. 7416-2017
Appendix D – Zone Amending Bylaw No. 7254-2016
Appendix E – Site Plan

APPENDIX A



N

Scale: 1:5,000

Legend

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

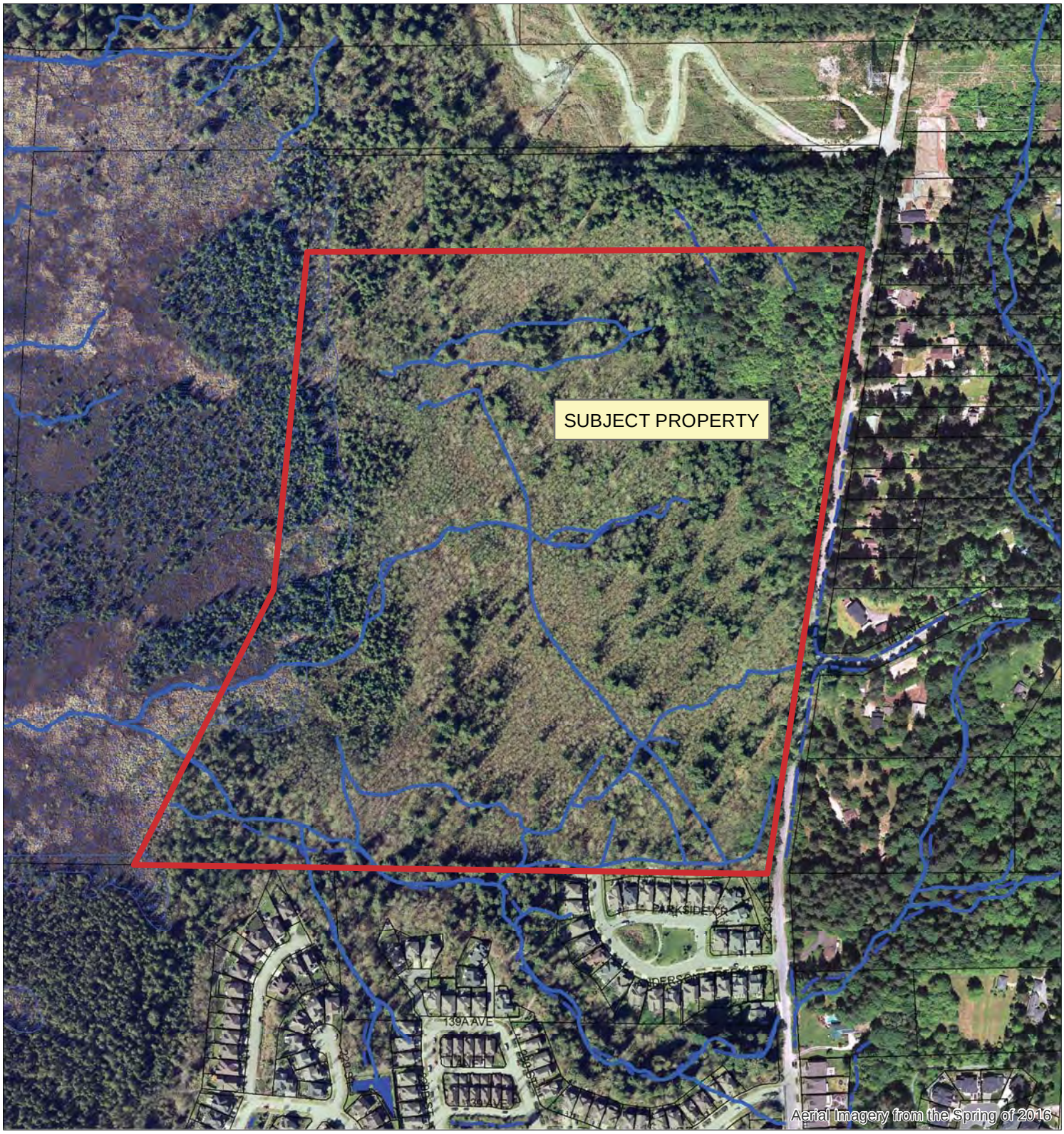
14155 MARC ROAD

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2016-091-RZ
DATE: Jan 3, 2018
BY: PC

APPENDIX B



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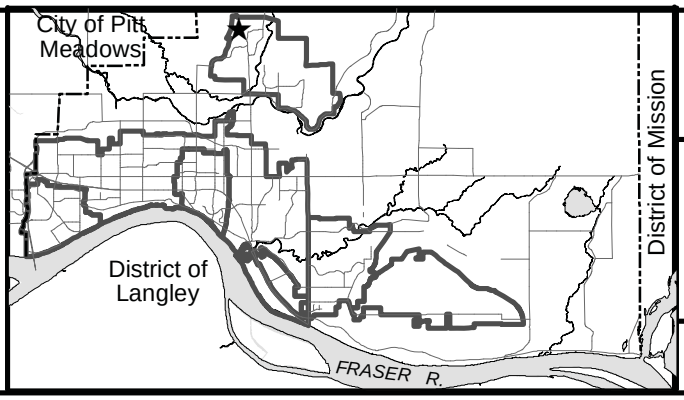
Scale: 1:5,000



14155 MARC ROAD

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2016-091-RZ
DATE: Jan 3, 2018

BY: PC

APPENDIX C

CITY OF MAPLE RIDGE
BYLAW NO. 7416-2017

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

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

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

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7416-2017."

2. Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 2 - Land Use Plan, is hereby amended for the parcel or tract of land and premises known and described as:

   Lot 3 Section 32 Township 12 New Westminster District Plan LMP14126

   and outlined in heavy black line on Map No. 969, a copy of which is attached hereto and forms part of this bylaw, is hereby designated as shown.

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

   Lot 3 Section 32 Township 12 New Westminster District Plan LMP14126

   and outlined in heavy black line on Map No. 970, a copy of which is attached hereto and forms part of this bylaw, is hereby designated as shown.

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

READ a first time the day of , 20
READ a second time the day of , 20
PUBLIC HEARING held the day of , 20
READ a third time the day of , 20
ADOPTED, the day of , 20 .

PRESIDING MEMBER

CORPORATE OFFICER

MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7416-2017
Map No. 969
Purpose: To Amend Silver Valley Area Plan Figure 2
From: Eco CLuster and Conservation

To: Conservation Eco Cluster Neighbourhood Park

MAPLE RIDGE
British Columbia

Urban Area Boundary

N

SCALE 1:5,000

MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7416-2017

Map No. 970

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

Add to Conservation

Add to Neighbourhood Park

Remove from Conservation

Add to Trail

MAPLE RIDGE
British Columbia

Urban Area Boundary

N

SCALE 1:5,000

APPENDIX D

CITY OF MAPLE RIDGE

BYLAW NO. 7254-2016

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

---

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7254-2016."

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

   Lot 3 Section 32 Township 12 New Westminster District Plan LMP14126

   and outlined in heavy black line on Map No. 1679 a copy of which is attached hereto and forms part of this Bylaw, are hereby rezoned to R-1 (Residential District), R-2 (Urban Residential District),

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

   READ a first time the 14th day of June, 2016.

   READ a second time the day of , 20

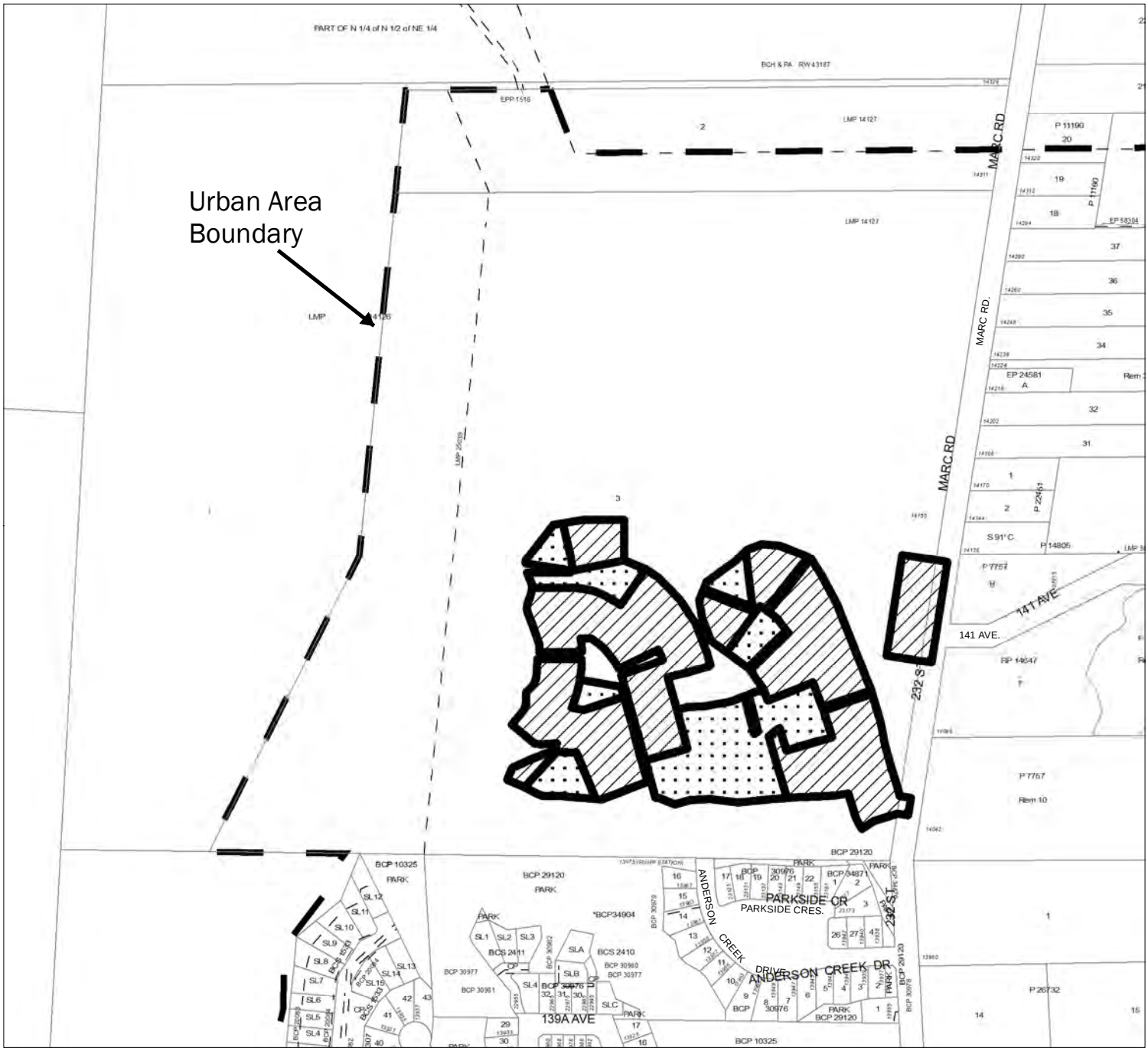
   PUBLIC HEARING held the day of , 20

   READ a third time the day of , 20

   ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7254-2016
Map No. 1679
From: A-2 (Upland Agricultural)

To: R-1 (Residential District)
R-2 (Urban Residential District)

MAPLE RIDGE
British Columbia

Urban Area Boundary

N
SCALE 1:5,000

APPENDIX E

SIERRA WALL DETAIL

PROPOSED BIO-SWALE

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2016-004-RZ
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: Second Reading
Zone Amending Bylaw No. 7211-2016
13245 236 Street

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 13245 236 Street, from RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential) to RM-1 (Townhouse Residential) to permit the future development of 31 townhouse units. Council granted first reading to Zone Amending Bylaw No. 7211-2016 on February 23, 2016.

Pursuant to Council policy, this application is subject to the Community Amenity Contribution Program at a rate of $4,100.00 per townhouse dwelling unit, for an estimated amount of $127,100.00.

RECOMMENDATIONS:

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

2) That the following terms and conditions be met prior to final reading:

   i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the security deposit, as outlined in the Agreement;

   ii) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;

   iii) Registration of a Restrictive Covenant for protecting the Visitor Parking;

   iv) Registration of a Restrictive Covenant for Tree Protection;

   v) Registration of a Restrictive Covenant for Stormwater Management;

   vi) Removal of existing buildings;

   vii) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site; and

viii) **That a voluntary contribution, in the amount of $127,100.00 be provided in keeping with the Council Policy with regard to Community Amenity Contributions.**

DISCUSSION:

1) Background Context:

Applicant:		Michael Oord
Legal Description:		Lot 39 Section 28 Township 12 New Westminster District Plan 40978
OCP:		
Existing:		Medium/High Density Residential
Zoning:		
Existing:		RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential)
Proposed:		RM-1 (Townhouse Residential)
Surrounding Uses:		
North:	Use:	Multi-Family Residential
	Zone:	RST-SV (Street Townhouse)
	Designation:	Medium/High Density Residential
South:	Use:	Single Family Residential
	Zone:	RS-2 (One Family Suburban Residential), under application for RM-1 (Townhouse Residential)
	Designation:	Medium/High Density Residential
East:	Use:	Multi-Family Residential
	Zone:	RM-1 (Townhouse Residential)
	Designation:	Medium/High Density Residential
West:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential), under application for RM-1 (Townhouse Residential)
	Designation:	Neighbourhood Park; Medium/High Density Residential; Conservation
Existing Use of Property:		Single Family Residential
Proposed Use of Property:		Multi-Family Residential
Site Area:		0.78 ha (1.93 acres)
Access:		236 Street
Servicing requirement:		Urban Standard

2) Project Description:

The subject property is located in the River Village of the Silver Valley Area Plan and is approximately 0.78 ha (1.93 acres) in size. A single family home is currently located on the property and is bound by a proposed townhouse development (2016-031-RZ) to the south, a proposed townhouse development to the west, Larch Avenue and street townhouses to the north, and an existing townhouse development to the east. Larch Avenue has recently been constructed in a new alignment further north of the property; therefore, the adjacent road right-of-way to the north of the property will be maintained as a trail. The north-eastern portion of the subject property is higher in

elevation and slopes down towards the south-west. There is a considerable amount of vegetation and tree cover surrounding the existing house on the subject property (see Appendices A and B).

The applicant is proposing a townhouse development consisting of 31 units to be accessed from 236 Street. Double-car garages are proposed for 28 of the units, with the remaining 3 units proposed to have tandem garages. A common activity area is proposed along the northern property boundary. There are significant trees located on the western property boundary that will be retained through a tree protection covenant. Retaining walls will be required to mitigate the grade changes on site. The architectural aesthetics of the proposed development will utilize 'West Coast' inspiration of incorporating natural environment into the design, and this will be the subject of a future report to Council.

3) Planning Analysis:

i) Official Community Plan:

The subject property is located just north of the intersection of 236 Street and 132 Avenue, within the River Village of the Silver Valley Area Plan. The Official Community Plan (OCP) designation for the subject property is *Medium/High Density Residential,* which allows both single family and multi-family housing forms. Silver Valley Area Plan Policy 5.2. states: *River Village is located along a main arterial route in the Silver Valley area, on Fern Crescent, between Maple Ridge Park to the south and an escarpment to the north and east.* Principle 5.2.2 a) identifies that the "*River Village is to be a complete community, with a main shopping street, integrated multi-family housing, mixed-use buildings, civic buildings and community facilities, including a high school, and an elementary school.*"

Densities of 30-50 units per hectare are encouraged for the River Village area and may include attached as well as detached fee-simple housing. The proposed RM-1 (Townhouse Residential) development, at 31 units per 0.78 hectare, is approximately 40 units per hectare, and therefore complies with the *Medium/High Density Residential* designation within the Silver Valley Area Plan.

ii) Zoning Bylaw:

The current application proposes to rezone the subject property from RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential) to RM-1 (see Appendix C) (Townhouse Residential) to permit the future development of approximately 31 townhouse units (see Appendix D).

The maximum allowable density of the RM-1 (Townhouse Residential) zone is a floor space ratio of 0.6 times the net lot area, excluding a maximum of 50 m² of habitable basement area per unit. This development has a floor space ratio of 0.58, so it complies with the allowable maximum density.

A preliminary review of the plans indicates that the proposal generally complies with the *Zoning Bylaw* and the *Subdivision and Development Services Bylaw*; however, several variances will be requested, as outlined below.

iii) Proposed Variances:

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

1. To reduce the minimum front yard setback for Blocks 1 and 2 from 7.5 m (25 ft.) to 4.5 m (15 ft.) to the principal building at its shortest distance and to 2.8 m (9 ft.) to the deck
2. To reduce the minimum rear yard setback for Block 6 from 7.5 m (25 ft.) to 5.7 m (19 ft.) at its shortest distance.

3. To reduce the minimum side yard setback for Blocks 6 and 7 from 7.5 m (25 ft.) to 5.5 m (18 ft.) to the principal building at its shortest distance and for Blocks 2, 3, 6 and 7 to 2.8 m (9 ft.) to the deck.
4. To reduce the minimum required Usable Open Space per three bedroom unit with a minimum dimension of not less than 6 m (20 ft.) for Blocks 1, 3, 5, 6 and 7 down to 4.5 m (15 ft.) for its shortest length.
   (Note that the shortfall of 26 m^2 (280 ft^2) of Usable Open Space is provided in Community Amenity Space. Overall, the required amount of Community Amenity Space is 155 m^2 (1,668 ft^2) and 184 m^2 (1,981 ft^2) is being provided).
5. To increase the maximum retaining wall height from 1.2 m (4 ft.) to 4.1 m (13 ft.) at its highest point.
6. To increase the maximum building height for Blocks 1, 3, 4, 5, 6 and 7 from 11 m (36 ft.) to 11.8 m (39 ft.) at its highest point.
7. To reduce the required 3 m (10 ft.) parking radius arc for visitor parking stalls 4 and 6.

The requested variances to the RM-1 (Townhouse Residential) zone will be the subject of a future report to Council.

iv) <u>Off-Street Parking And Loading Bylaw:</u>

The *Off-Street Parking and Loading Bylaw No. 4350 – 1990* requires that the RM-1 (Townhouse Residential) zone provide two off-street parking spaces per dwelling unit, plus 0.2 spaces per dwelling unit designated for visitors. There are 31 dwelling units proposed, therefore, 62 resident parking spaces are provided and 7 visitor parking spaces, including one accessible parking space. Some of the driveway aprons of individual units are also capable of providing additional off-street parking spaces within the development.

v) <u>Development Permits:</u>

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

Pursuant to Section 8.10 of the OCP, a Natural Features Development Permit application is required for all development and subdivision activity or building permits for:

- All areas designated *Conservation* on Schedule "B" or all areas within 50 metres of an area designated *Conservation* on Schedule "B", or on Figures 2, 3 and 4 in the Silver Valley Area Plan;
- All lands with an average natural slope of greater than 15 percent;
- All floodplain areas and forest lands identified on Schedule "C"

to ensure the preservation, protection, restoration and enhancement of the natural environment and for development that is protected from hazardous conditions.

Pursuant to Section 8.12 of the OCP, a Wildfire Protection Development Permit application is required for all development and subdivision activity or building permits for areas identified as wildfire risk areas, as identified on the Wildfire Development Permit Area map.

vi) <u>Advisory Design Panel:</u>

The Advisory Design Panel (ADP) reviewed the form and character of the proposed development and the landscaping plans at a meeting held on October 18, 2017 (see Appendices E and F). Following presentations by the project Architect and Landscape Architect, the ADP made the following resolutions:

- *Provide alternate solution in case hedge row of trees won't be saved during the construction.*
- *Provide site sections to show transition including different types of retaining walls and transitions.*
- *Provide exterior stairs for exit and entry.*
- *Show light wells where necessary for occupied basement areas.*
- *Consider moving entrances forward where possible.*

The ADP concerns have been addressed and are reflected in the current plans (see Appendices A and B). 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 Yennadon Elementary School on November 16, 2017 and 5 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:

- *Concern regarding the removal of the trees along the northern property boundary, adjacent to the municipal trail; and*
- *Suggestion that additional landscaping and trees within the municipal trail would help to enhance the neighbourhood and keep the privacy.*

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

- *Trees along the northern property line are proposed to be retained through a Tree Protection Covenant; and*
- *The applicant will not be providing any additional landscaping within the municipal trail.*

4) Environmental Implications:

An Environmental Assessment, prepared by Keystone Environmental; an Arborist Report, prepared by Van Der Zalm and Associates; and a Geotechnical Report, prepared by Geopacific Consultants, were all provided as part of the development application. The north-eastern portion of the subject property is higher in elevation and slopes down towards the south-west, where retaining walls will be used to mitigate those grade changes. Vegetation on the subject property consists of native and introduced trees, shrubs and grasses and the western property boundary has significant trees that will be retained through a Tree Protection Covenant. A Natural Features Development Permit, 2016-106-DP, will be the subject of a future report to the Director of Planning.

5) Interdepartmental Implications:

i) Engineering Department:

The Engineering Department has identified this application will require upgrades, including: curb, gutter and sidewalk along the property frontage; road widening on the west side of 236 Street to the urban collector standard, as well as the ditch enclosure along 236 Street; street trees and street lights to be located along the property frontage, as well as new storm, sanitary and water connections.

ii) Licences, Permits and Bylaws Department:

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

6) School District No. 42 Comments:

The School District has noted that the subject property falls within the Yennadon Elementary and Garibaldi Secondary school catchments. Numbers for the 2017-18 school year indicate that Yennadon Elementary is at 106% utilization, with 580 students, including 130 students from out of catchment. For secondary school enrollment capacity, numbers for the 2017-18 school year indicate that Garibaldi Secondary is at 75% utilization, with 795 students, including 258 students from out of catchment.

7) Citizen/Customer Implications:

A Development Information Meeting was held on November 16, 2017. The results of the concerns expressed at that meeting are discussed above. The Public Hearing will provide an additional opportunity for citizens to express their concern or support of the development.

CONCLUSION:

It is recommended that second reading be given to Zone Amending Bylaw No. 7211-2016, and that application 2016-004-RZ be forwarded to Public Hearing.

"Original signed by Adam Rieu"

Prepared by: Adam Rieu
Planning Technician

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7211-2016
Appendix D – Site Plan
Appendix E – Example Building Elevation
Appendix F – Landscape Plan

APPENDIX A

N

Scale: 1:2,500

Legend

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

13245 236 St

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2016-004-RZ
DATE: Jan 20, 2016 BY: JV

APPENDIX B

N

Scale: 1:2,500

Legend

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

13245 236 St
2011 Image

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2016-004-RZ
DATE: Jan 20, 2016 BY: JV

APPENDIX C

CITY OF MAPLE RIDGE

BYLAW NO. 7211-2016

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

---

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7211-2016."

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

   Lot 39 Section 28 Township 12 New Westminster District Plan 40978

   and outlined in heavy black line on Map No. 1658 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to RM-1 (Townhouse Residential).

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

READ a first time the 23rd day of February, 2016.

READ a second time the day of , 20

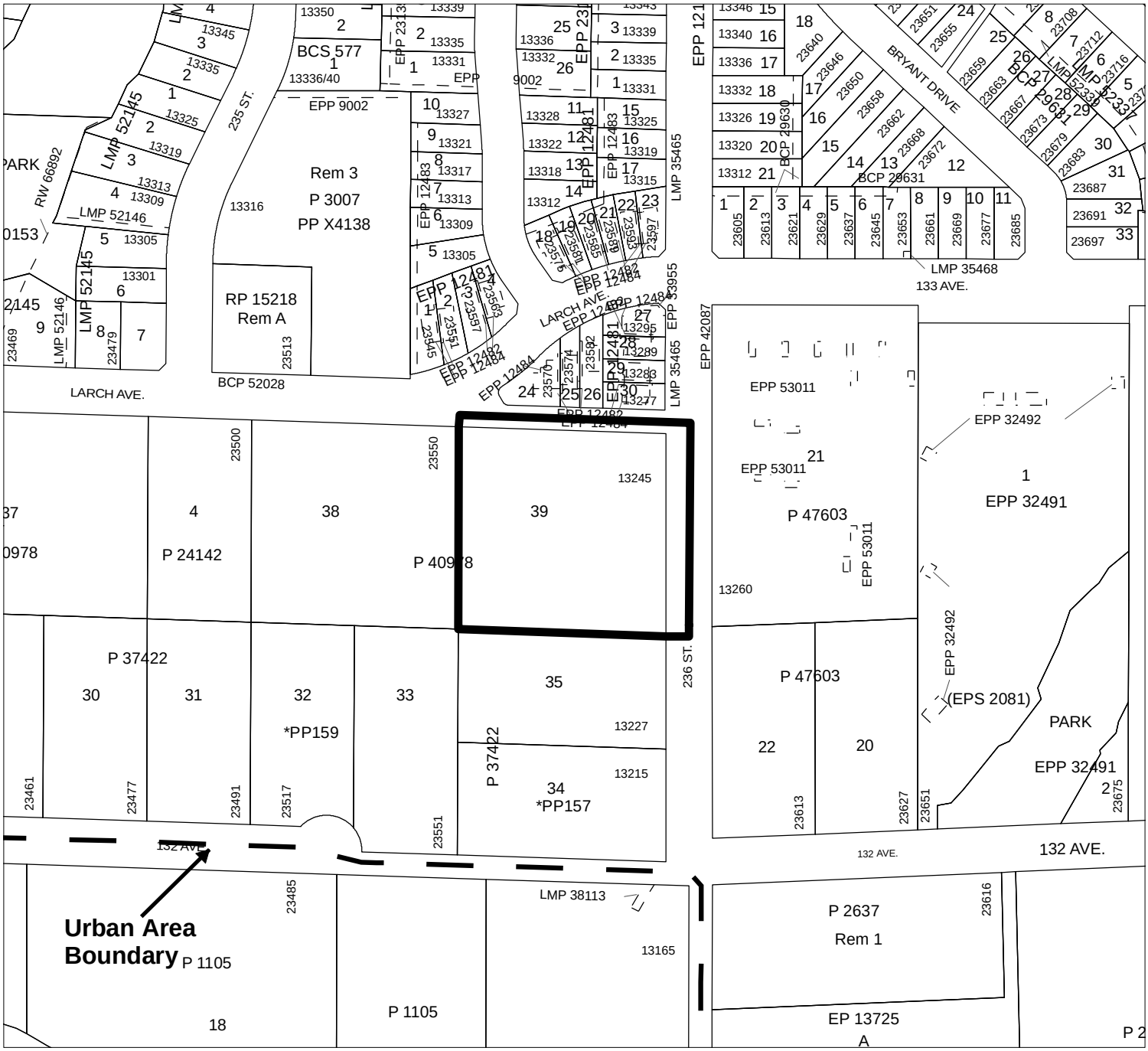
PUBLIC HEARING held the day of , 20

READ a third time the day of , 20

ADOPTED the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7211-2016

Map No. 1658

From: RS-2 (One Family Suburban Residential)
RS-3 (One Family Rural Residential)

To: RM-1 (Townhouse Residential)

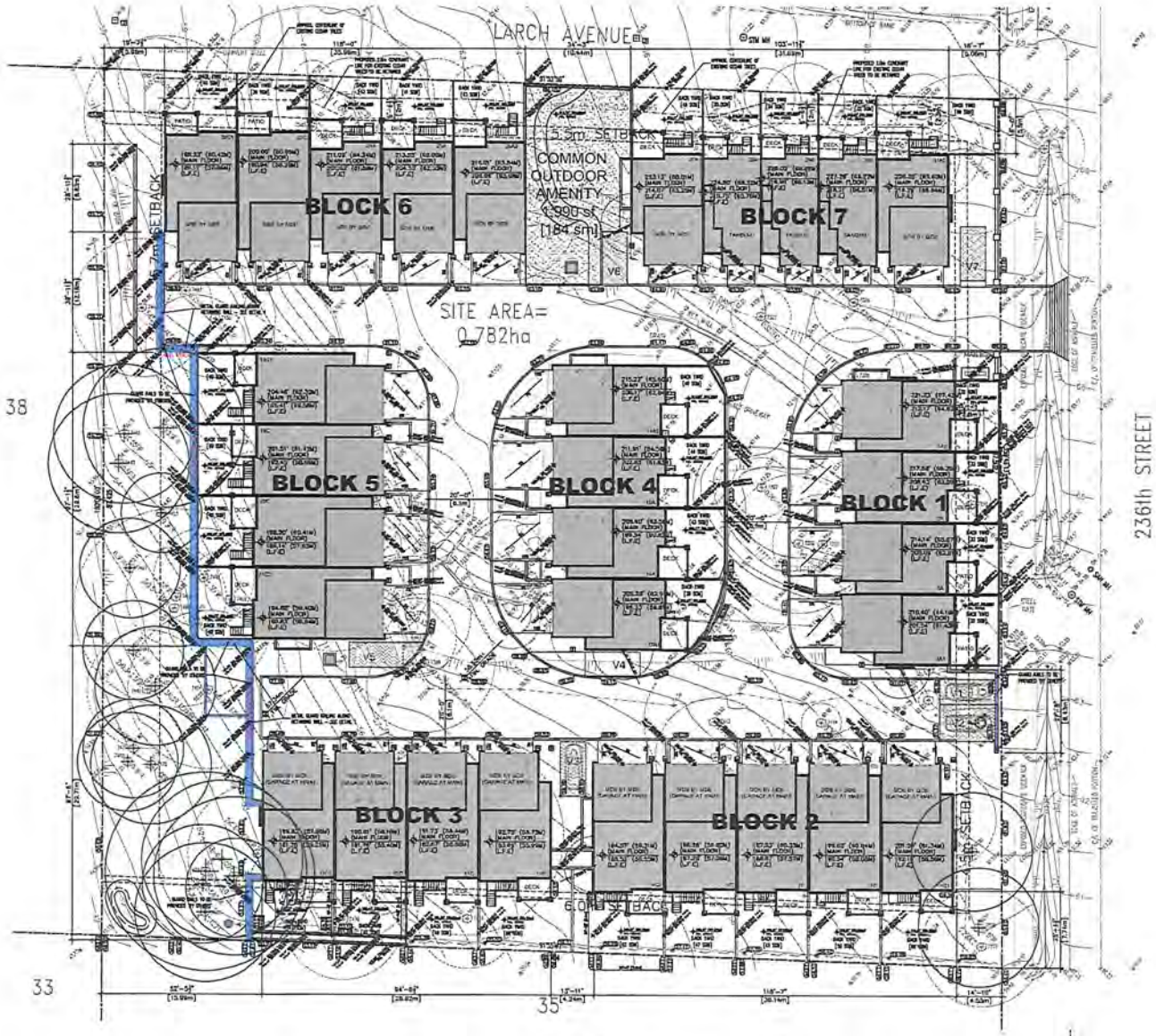
MAPLE RIDGE
British Columbia

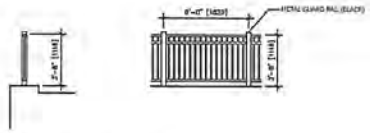
Urban Area Boundary

N

SCALE 1:2,500

APPENDIX D





DETAIL 1: GUARD RAILING

RETAINING WALL LEGEND

- CONCRETE RETAINING WALL
- ALLAN BLOCK RETAINING WALL
- REDI-ROCK RETAINING WALL
- CULTURED STONE WALL
- WALLS HIGHER THAN 1.2m

ABBREVIATIONS

T.O.W.	TOP OF WALL
B.O.W.	BOTTOM OF WALL

*NOTE: GUARDRAILS TO BE PROVIDED WHERE RETAINING WALL IS 0.6m OR HIGHER.

PROJECT NORTH

QUARTZ TOWNHOUSES

Proposed Townhouse Development

13245 236 STREET, MAPLE RIDGE, B.C.

QUARRY ROCK DEVELOPMENT

ATELIER PACIFIC ARCHITECTURE INC.

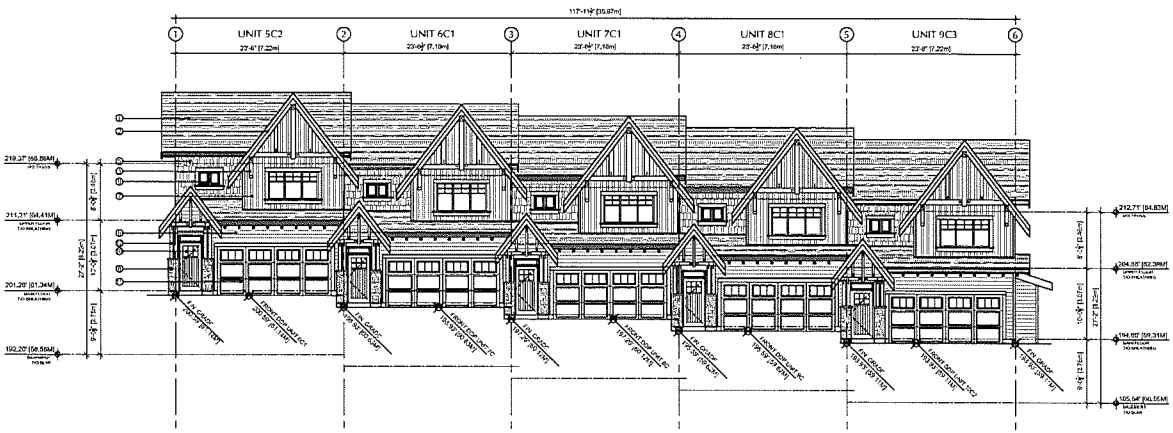
NOV. 14, 2017

DP 1.0

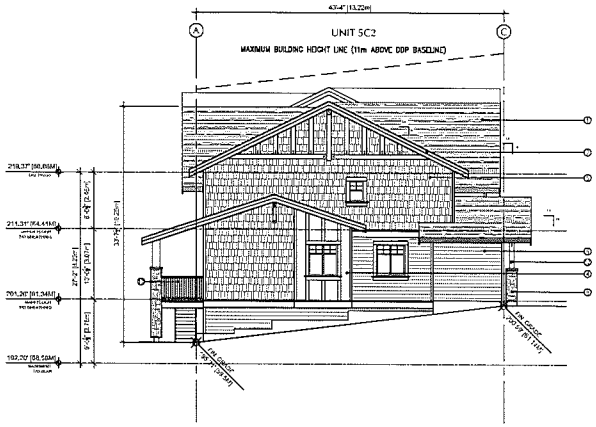
SITE PLAN

SCALE: 1:200

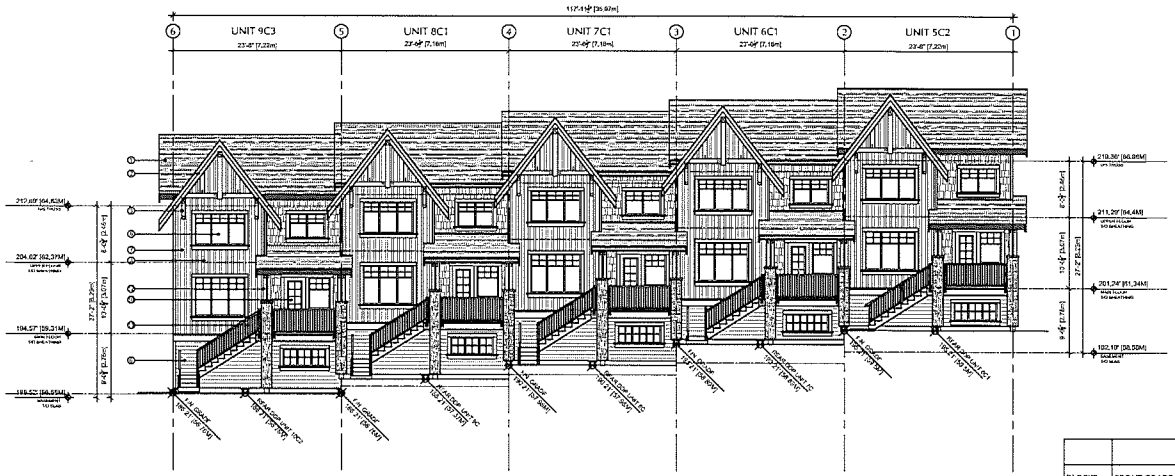
APPENDIX E



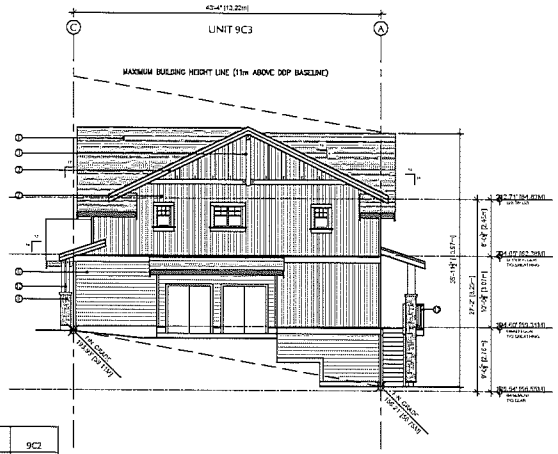
FRONT ELEVATION (NORTH FACING)



SIDE ELEVATION (EAST FACING) - STREET FACING



REAR ELEVATION (SOUTH FACING)



SIDE ELEVATION (WEST FACING)

MATERIALS LEGEND

1. ASPHALT SHINGLES
2. PAINTED WOOD FASCIA BOARD
3. PAINTED WOOD BRACKET
4. FIBER CEMENT SIDING/ PANELING
5. VINYL SHINGLE SIDING
6. VINYL HORIZONTAL SIDING
7. VINYL BOARD AND BATTEN SIDING
8. CULTURED STONE VENEER
9. VINYL WINDOW
10. PAINTED / STAINED HOLLOW GLAZED ENTRY DOOR
11. INSULATED GARAGE DOOR
12. WOOD COLUMN
13. ALUMINUM RAILING

		5C1	6C	7C	8C	9C2
BLOCK2	FRONT GRADE 1	61.14	60.63	60.12	59.62	59.11
	FRONT GRADE 2	61.14	60.63	60.12	59.62	59.11
	REAR GRADE 1	59.50	58.89	57.98	57.37	56.76
	REAR GRADE 2	59.50	58.89	57.98	57.37	56.76
	AVG. FIN. GRADE	60.32	59.76	59.05	58.50	57.94
	BASEMENT ELV.	58.58	58.08	57.57	57.06	56.55
	DIFFERENCE	-1.74	-1.68	-1.48	-1.44	-1.39

QUARTZ TOWNHOUSES

Proposed Townhouse Development

13245 236 STREET, MAPLE RIDGE, B.C.

QUARRY ROCK DEVELOPMENT

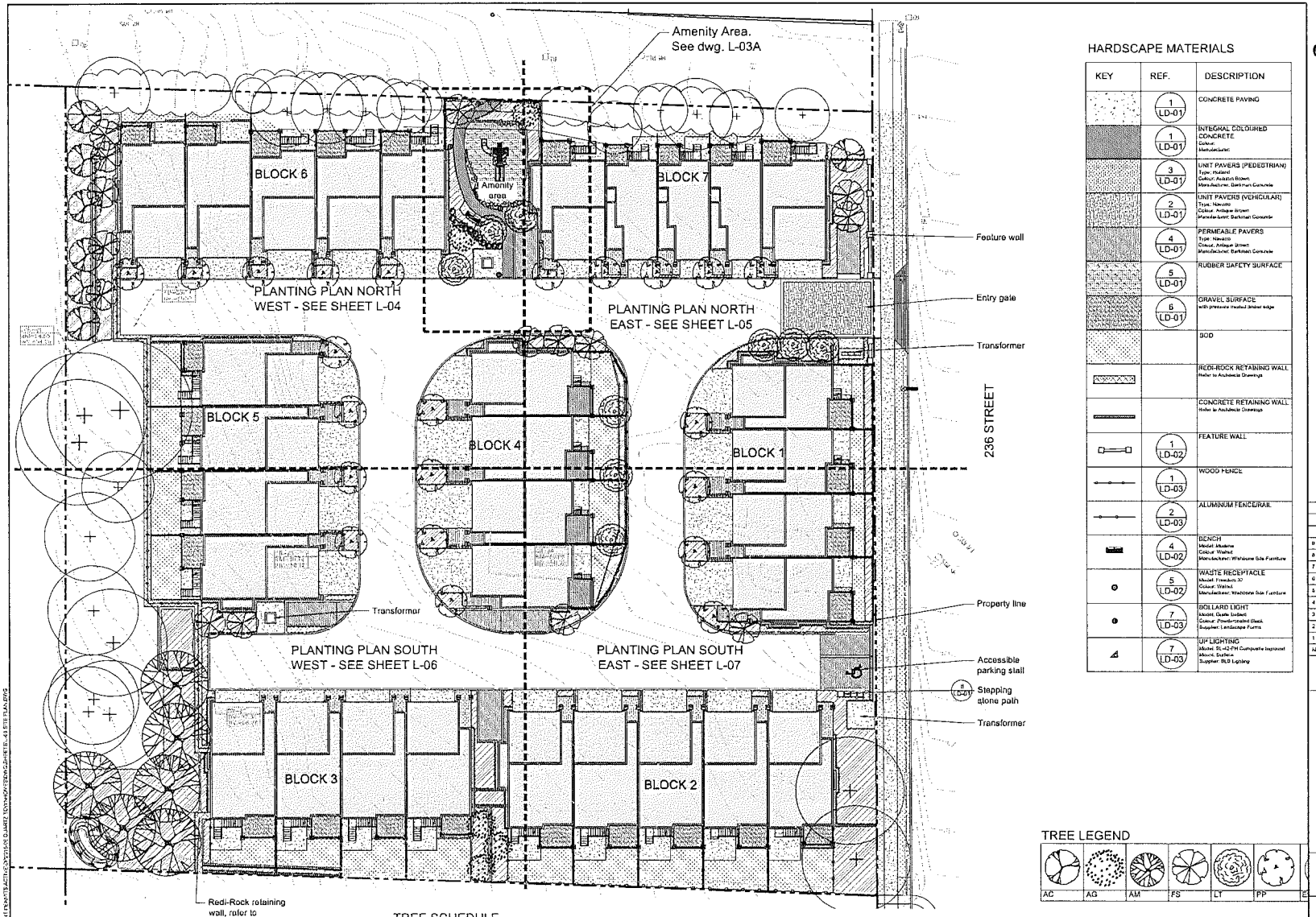
ATELIER PACIFIC ARCHITECTURE INC.

NOV. 14, 2017

DP 3.2

BUILDING ELEVATIONS
BLOCK 2
C2-C-C-C-C1
SCALE: 1:100

APPENDIX F



HARDSCAPE MATERIALS

KEY	REF.	DESCRIPTION
	1 LD-01	CONCRETE PAVING
	1 LD-01	INTEGRAL COLOURED CONCRETE Colour: Manufacturer:
	3 LD-01	UNIT PAVERS (PEDESTRIAN) Type: Holland Colour: Autumn Brown Manufacturer: Barkman Concrete
	2 LD-01	UNIT PAVERS (VEHICULAR) Type: Navarro Colour: Antique Brown Manufacturer: Barkman Concrete
	4 LD-01	PERMEABLE PAVERS Type: Navarro Colour: Antique Brown Manufacturer: Barkman Concrete
	5 LD-01	RUBBER SAFETY SURFACE
	6 LD-01	GRAVEL SURFACE with pressure treated timber edge
		SOD
		REDI-ROCK RETAINING WALL Refer to Architects Drawings
		CONCRETE RETAINING WALL Refer to Architects Drawings
	1 LD-02	FEATURE WALL
	1 LD-03	WOOD FENCE
	2 LD-03	ALUMINUM FENCE/RAIL
	4 LD-02	BENCH Model: Madrone Colour: Walnut Manufacturer: Whitestone Site Furniture
	5 LD-02	WASTE RECEPTACLE Model: Freedom 32 Colour: Walnut Manufacturer: Whitestone Site Furniture
	7 LD-03	BOLLARD LIGHT Model: Dante Indoor Colour: Powder-coated Black Supplier: Landscape Forms
	7 LD-03	UP LIGHTING Model: SL-42-FH Composite Inground Mount: Surface Supplier: BLD Lighting

TREE LEGEND

AC	AG	AM	FS	LT	PP

TREE SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
AC	7	Acer circinatum	Vine Maple	B&B; 6cm caliper; 1.2 std.	As Shown
AG	8	Acer griseum	Paperbark Maple	B&B; 6cm caliper; 1.2 std.	As Shown
AM	8	Acer macrophyllum	Big Leaf Maple	B&B; 6cm caliper; 1.2 std.	As Shown
FS	15	Fagus sylvatica 'Dawyck Green'	Dawyck Green Beech	B&B; 6cm caliper; 1.2 std.	As Shown
LT	9	Liriodendron tulipifera 'Fastigiata'	Columnar Tulip Tree	B&B; 6cm caliper; 1.2 std.	As Shown
PP	22	Parrotia persica	Persian Ironwood	B&B; 6cm caliper; 1.2 std.	As Shown

1:200 0 2m 4 6 8 10 12 14 16 18 20 22 24 26 28 30

von der Zalm + associates inc.
Parks & Recreation + Civil Engineering
Urban Design + Landscape Architecture
Suite 1 - 2417 Main Avenue
Langley, British Columbia
V1M 4R9
P 604 532 3924
F 604 532 3942
info@vdz-inc.com

9	AD	Issued for DP Submission	Dec 15, 2017
8	AD	Issued for DVP/DP Submission	Nov 15, 2017
7	AD	Issued for DP Submission	Oct 6, 2017
6	PC	Issued for DP Submission	May 09, 2017
5	AD	Issued for DP Submission	April 11, 2017
4	AD	Issued for DP Submission	Feb. 7, 2017
3	AD	Issued for DP Submission	April 8, 2016
2	AD	Issued for Review	April 1, 2016
1	AD	Issued for Review	Feb 22, 2016
No.	By	Description	Date

REVISIONS TABLE FOR DRAWINGS

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Project:

QUARTZ TOWNHOUSES

Location:

13245 - 236th STREET
MAPLE RIDGE, BC

Drawn: AD PC

Checked: DJ

Approved: MVDZ

Scale: 1:200

Stamp:

Original Sheet Size: 24"x36"

GENERATION SHALL SPECIFIC DIMENSIONS ON THE DRAWINGS REPORTED AND DISCREPANCIES ON THE DRAWINGS SHALL BE REPORTED TO THE DESIGNER PRIOR TO THE COMMENCEMENT OF THE WORK. ALL REFERENCE SHALL BE MADE TO THE DRAWINGS AND NOT TO SCALE FOR CONSTRUCTION PURPOSES UNLESS ISSUED FOR TENDER/CONSTRUCTION.

Drawing Title: SITE PLAN

VDZ Project #: DP2016-06

Drawing #: L-03

NORTH

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2016-150-DVP
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	**Development Variance Permit 21083 River Road**		

EXECUTIVE SUMMARY:

Development Variance Permit application (2016-150-DVP) has been received in conjunction with a subdivision application to subdivide the property located at 21083 River Road into two lots. The requested variances are to:

1. Reduce the required Collector road standard, from 20m to 18.5m
2. Reduce the required building envelope, from 12x15m to 12x12m

A Preliminary Review Letter has been issued on the accompanying Subdivision application, and the requirements are expected to be met shortly.

It is recommended that Development Variance Permit 2016-150-DVP be approved.

RECOMMENDATION:

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

DISCUSSION:

a) Background Context

Applicant:	Sam Lavji
Legal Description:	Lot 178, District Lot 249, New Westminster District Plan 42541
OCP :	RES (Urban Residential)
Zoning:	RS-1 (One Family Urban Residential)

Surrounding Uses:

North:	Use:	Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation	Urban Residential
South:	Use:	Residential
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Urban Residential

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

Site Area:	1590m^2
Access:	River Road
Servicing:	Urban Standard

b) Project Description:

A Development Variance Permit application has been received for the property located at 21083 River Road (see Appendix A). The subject application is accompanying a subdivision application to subdivide into two lots of approximately 703 m^2. There is a significant tree in the north-east back yard, which will get protected through a restrictive covenant for the root-protection area, as a requirement for subdivision approval. No rezoning application is required for this subdivision.

c) Variance Analysis:

The Zoning Bylaw establishes general minimum and maximum regulations for single family development. A Development Variance Permit allows Council some flexibility in the approval process.

The requested variances and rationale for support are described below (see Appendices B and C):

1. *Subdivision and Development Services Bylaw No. 4800-1993, Schedule A – Services and Utilities:* To reduce the road standard for Collector, from 20m to 18.5m

   Services are established within the road as is. The applicant is also providing road dedication of 4.5m to align with the adjacent property to the East.

2. *Maple Ridge Zoning Bylaw No 3510 -1985*, Part 4, Section 406 1: To reduce the building envelope required in the RS-1 (One Family Urban Residential) zone, from 12x15m to 12x12m

   In order to protect the roots around the significant tree in the north-east back yard, a restrictive covenant is required as a condition of subdivision. To establish a buildable area around the root protection zone, a reduced building envelope is needed.

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

CONCLUSION:

It is recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2016-150-DVP.

"Original signed by Therese Melser"

Prepared by: Therese Melser
Planning Technician

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Proposed subdivision plan

APPENDIX A

N

Scale: 1:1,500

Legend

- Stream
- Indefinite Creek
- Major Rivers & Lakes

21083 River Rd

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2016-150-SD
DATE: May 4, 2016
BY: JV

APPENDIX B

N

Scale: 1:1,500

Legend

- Stream
- Indefinite Creek
- Major Rivers & Lakes

21083 River Rd

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2016-150-SD
DATE: May 4, 2016
BY: JV

APPENDIX C

RECEIVED
JAN 11 2017
MAPLE RIDGE
PLANNING DEPARTMENT

B.C. LAND SURVEYORS PROPOSED SUBDIVISION OF LOT 178 DISTRICT LOT 249 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 42541

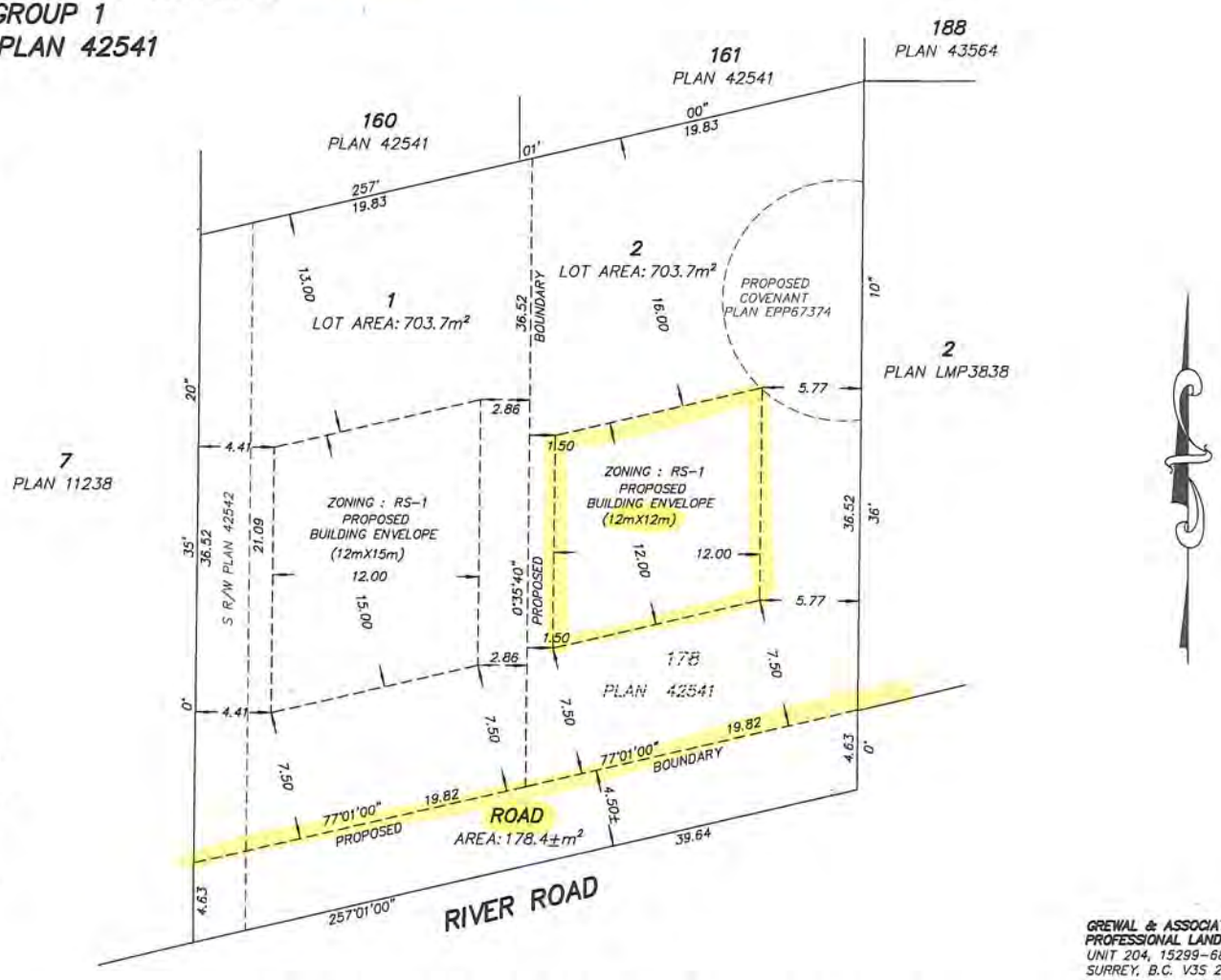
PID : 006-444-270

0 5 10 15 20

SCALE 1 : 250 DISTANCES ARE IN METRES

CIVIC ADDRESS :

21083 – RIVER ROAD
MAPLE RIDGE, B.C.



NOTE:

Preliminary Layout, subject to approval.
Areas and Dimensions are subject to detailed Legal Survey and calculations, and may vary.

Lot dimensions and clearances according to Current Land Title Office Records.

This plan was prepared for inspection purposes and is for the exclusive use of our client. The signatory accepts no responsibility or liability for any damages that may be suffered by a third party as a result of any decisions made or actions taken based on this document. This documents shows the relative location of the surveyed structures and features with respect to the boundaries of the parcel described above. This document shall not be used to define property lines or property corners. All rights reserved. No person may copy, reproduce, transmit or alter this document in whole or in part without the consent of the signatory.

CERTIFIED CORRECT THIS 10th DAY OF JANUARY, 2017.

B.C.L.S.
LAKHJOT S. GREWAL

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

GREWAL & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
UNIT 204, 15299-68th AVENUE
SURREY, B.C. V3S 2C1
TEL: 604-597-8567
EMAIL: Office@GrewalSurveys.com
FILE : 1608-057
DWG : 1608-057 SK-2

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2016-240-DVP 2016-240-DP
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	**Development Variance Permit and Development Permit 22638 119 Avenue and 22633 Selkirk Avenue**		

EXECUTIVE SUMMARY:

A Development Variance Permit (2016-240-DVP) has been received in conjunction with a Town Centre Development Permit application (2016-240-DP) to permit the future construction of two mixed use commercial residential six storey buildings consisting of approximately 2,677m^2 (28,700 ft^2) of ground floor commercial and 138 residential units. The project is designed around a central plaza consisting of pedestrian park and a parking area with 71 parking spaces for the commercial units. The requested variances are to the following bylaws:

Zoning Bylaw No. 3510-1985, Section 703 Town Centre Commercial (C-3)

1. Section 703(8)(b) requires that above the third storey of a building, the distance from the side lot lines shall be not less than 4.5 metres. The variance request is to reduce the distance from the side lot lines from 4.5 metres to 0 metres. This will create the appearance of a uniform building design for the entire city block; and
2. Section 703 (8)(a) requires that where a building is used for apartment use above a second storey, the distance from the front and rear lot lines above the second storey shall be not less than 7.5 metres. The variance request is to reduce this requirement from 7.5 metres to 0.5 metres. The proposed variance will create strong building orientation to the street and reduce the tier distance between floors.

AND

Off Street Parking and Loading Bylaw No. 4350-1990

1. Section 4.1 (a) (iv) is proposed to be varied to allow tandem parking in the C-3 (Town Centre Commercial) zone which may have obstructed access where the primary parking space is a carport or garage and the obstruction is an intervening parking stall. This is supportable as the development exceeds the required number of parking spaces and these tandem stalls are in excess of the minimum requirement. The tandem parking stalls will be allocated to a single unit via a restrictive covenant. The proposal requires 155 residential parking stalls and 366 parking stalls including the 48 tandem stalls in the private underground garage, that are provided for residential use.

Council will be considering final reading for rezoning application 2016-240-RZ on November 28, 2017.

It is recommended that Development Variance Permit 2016-240-DVP be approved and Development Permit 2016-240-DP be approved.

Council considered rezoning application 2016-240-RZ and granted first reading for Zone Amending Bylaw No.7262-2016 on July 26, 2016. Council granted first and second reading for Official Community Plan Amending Bylaw No.7342-2017 on July 13, 2017, and second reading for Zone Amending Bylaw No. 7262-2016 on June 13, 2017. This application was presented at Public Hearing on July 18, 2017 and Council granted third reading on July 26, 2017. Council will be considering final reading for rezoning application 2016-240-RZ on November 28, 2017.

RECOMMENDATION:

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

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

DISCUSSION:

a) Background Context

Applicant:		Falcon Village Joint Venture
Owner:		City of Maple Ridge
Legal Description:		Lot 2 District Lot 401 Group 1 New Westminster District Plan EPP65496 Lot 4 District Lot 401 Group 1 New Westminster District Plan EPP65496
OCP :		
Existing:		APTH (Medium and High-Rise Apartment)
Proposed:		Med/High Density Residential
Zoning:		
Existing:		RS-1 (One Family Urban Residential)
Proposed:		RM-1 (Townhouse Residential)
Surrounding Uses:		
North:	Use:	One and Two Family Residential
	Zone:	RS-1 (One Family Residential), RM-1 (Townhouse Residential)
	Designation	Medium and High-Rise Residential
South:	Use:	Commercial, Off-Street Parking
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial
East:	Use:	Vacant, under application 2016-115-DP
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial
West:	Use:	Mixed-Use Residential and Commercial
	Zone:	C-3 (Town Centre Commercial)
	Designation:	Town Centre Commercial

Existing Use of Property:	Vacant – excavation site
Proposed Use of Property:	Mixed Use Multi-Family and Commercial
Site Area:	0.8 Ha (2 acres)
Access:	227th Street
Servicing:	Urban
Concurrent Applications:	2016-240-RZ

b) Project Description:

The subject properties under application are part of a four phased development project which includes a total of four mixed-use (residential/commercial) buildings varying in height from five to six storeys, arranged in a quadrangle style with an inner courtyard.

The phase one building is currently under construction and the land is zoned C-3 (Town Centre Commercial). The land for phase two and four are zoned RS-1 (One Family Urban Residential) which does not allow apartment or commercial as permitted uses. Therefore, the proponent has applied to rezone them to C-3 (Town Centre Commercial) which permits both of those uses. The chart below details the rezoning.

Summary of Development Phase Two and Four		
Phase	Phase Two	Phase Four
Amenity Spaces and Public Art as part of rezoning	Yes	Yes
Child Care Centre (Phase Four)	No	Phase Four -The proponent will construct a daycare space within one of the commercial retail units of at least 1,615 sq. ft. of indoor space (not including bathrooms and hallways) and 996 sq. ft. of exclusive use of outdoor space for use as a (25 –child) daycare. This has been secured with a Restrictive Covenant as a condition of the sale of the property to proponent.
Rental Housing/ Affordable and Market	Phase Two - 4 Rental Units	Phase Four – 7 affordable non-market units
Residential Units	59 Units	79 Units
Commercial Units with total combined floor area	13 CRU (14,518 sq.ft.)	13 CRU (18,496 sq.ft.)
Height of Buildings	6 storeys above ground and 2 storeys of parking below ground.	6 storeys above ground and 2 storeys of parking below ground.

Phase three is also zoned C-3 (Town Centre Commercial) and requires a Town Centre Development Permit, Civic Core Precinct, has just been received by the City, at this point the application has not been reviewed by the Advisory Design Panel.

The form and character of the development will continue the building material, form, massing, style, and colour scheme from the existing buildings on 226 Street, with some variation in material and colour to maintain visual interest.

The comprehensive development plan includes an underground parkade spanning the balance of the city block that will serve all future buildings. Two ramps to the underground parking structure will be accessed from the internal lane, similar to the existing design for buildings located on 226 Street. Building and parkade construction will occur in four phases, beginning in the north-east corner and ending with the buildings along Selkirk Avenue.

Both the Town Centre Area Plan guiding principles and design guidelines speak to new developments that create a pedestrian-friendly design and enhanced public spaces that ensure an attractive, distinctive and vibrant centre. The developer has incorporated a central public plaza integrated with some surface parking within the centre of the block (Phase two and four) that provides landscaped green spaces, public art, seating areas, water features and routes for non-motorized transportation (emergency vehicles access is permitted). Additionally, the pedestrian realm also extends around the perimeter of the site along 119 and Selkirk Avenues, and 227 Street. Canopies and arcades will provide weather protection, and new pedestrian amenities including bike lock-ups, benches, street lighting and landscaping will be installed.

c) Planning Analysis:

Development Permit:

The Development Permit Application made to the City prompting this referral to the ADP is subject to the Key Guidelines and the Design Guidelines of Section 8.11 Town Centre Development Permit.

Key Guidelines:

The following is a brief description and assessment of the proposal's compliance with the applicable Key Development Permit Guidelines:

1. *Promote the Civic Core as the "heart" of the Town Centre.*

The subject development is part of a larger multi-phased re-development that will revitalize the largely vacant city block between the Town Centre's two main malls, Haney Place and Valley Fair. The building has been designed to foster a vibrant urban environment by providing sensitive design to both street frontages, as well as a future central gathering space that will accommodate a range of activities for the public.

2. *Create a pedestrian-oriented, boutique style shopping district.*

Ground floor commercial units sited at 0 m setbacks to the front and exterior side of the property lines create an inviting pedestrian realm. Arcade features consistent with existing buildings on this block provide weather protection for pedestrians and outdoor seating opportunities.

3. *Reference traditional architectural styles.*

The building's architectural style reflects existing buildings in the Town Centre with the prominent use of bricks as a construction material. Building materials include brick, which references the Town Centre's existing buildings and heritage. Additionally, the design echoes recently constructed buildings on the opposite side of the subject city block and an "Old World" quadrangle desing set around a Public Plaza.

4. *Capitalize on important views.*

Residential corner units are oriented to the north-east for mountain view opportunities.

5. *Enhance existing and cultural activities and public open space.*

The first phase of development will include a portion of public open space surrounding the ground floor commercial units that will form part of a larger central space.

6. *Provide climate appropriate landscaping and green features.*

A rooftop indoor and outdoor amenity space has been included in the design with appropriate landscaping for the enjoyment of the building occupants. Storm water detention facilities have been incorporated into the project and plaza area.

7. *Maintain street interconnectivity*

Careful thought has been provided to street interconnectivity, with the creation of a predominantly pedestrian east-west lane design through the plaza, as well as, around the entire perimeter of the block.

Variance Analysis:

The Zoning Bylaw establishes general minimum and maximum regulations for Mixed Use developments. A Development Variance Permit allows Council some flexibility in the approval process.

The requested variances and rationale for support are described below:

1. *Maple Ridge Zoning Bylaw No 3510 -1985*,

    a. Section 703 (8) (b) is proposed to be varied from a minimum above the third storey of a building, the distance from side lot lines shall be not less than 4.5 m to zero; and

    b. Section 703 (8) (a) is proposed to be varied from where the building is used for apartment use above the second storey, the distance from the front and rear lot lines above the second storey shall be not less than 7.5m to 0.5 m.

The proposed variances will create a strong building orientation to the street and reduce the tier distance between floors and create the appearance of a uniform building design for the entire city block which is supported by the following Town Centre Development Permit Guidelines. Similar variances were required to accommodate the early buildings on 226th and 227th Street.

2. *Maple Ridge Off Street Parking and Loading Bylaw No 4350 -1990,*

    a. Section 4.1 (a) (iv) is proposed to be varied to allow tandem parking in the C-3 (Town Centre Commercial) zone which may have obstructed access where the primary parking space is a carport or garage and the obstruction is an intervening parking stall.

The proposed parking is in excess of the required minimum parking standards. The proposed variance is to allow tandem parking configuration as the development exceeds the required number of parking spaces and these tandem stalls are in excess of the minimum requirement. The tandem parking stalls, all located in the underground parking garage,

will be allocated to a single unit via a restrictive covenant. The proposal requires 155 residential parking stalls and 366 parking stalls including the 48 tandem stalls, that are provided for residential use

d) 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 February 14, 2017. Following presentations by the project Architect and Landscape Architect, the ADP made the following resolutions and the applicants Architects response is in italics.

1. Use different colours of pavers.

   "Added to the site plan are different coloured pavers. This includes the parking lots, pathways, and areas previously scheduled as concreate or asphalt"

2. Consider using the same material to connect from 119th Avenue to Selkirk.

   "The same coloured paving material is being used to connect 119th Avenue to Selkirk."

3. Provide a landscape design in the detention ponds to accommodate programs for all seasons.

   " *'All season programming' in the detention ponds is the core idea behind the design. Storm water management plays a key role in the sustainability component of this project. The two 30' X 30' storm water receptacles centered in the plaza. Captures the hardscape and roof top water during the winter months. These storm water receptacles are at grade of the lawn, and are meant to be beautiful centerpieces, with submersible lighting, like 'pools of light' in the water.*

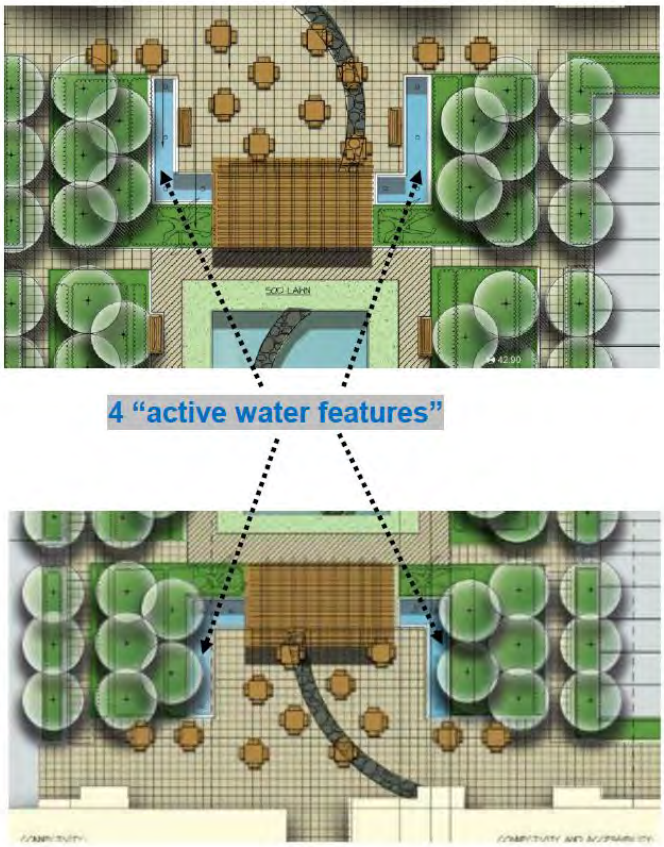
   In the summer, because they will be dry. They function as gathering places, for several public opportunities, Artist and craft people can have weekend display; neighbouring children can stage art exhibits and puppet shows, dog lovers can stage dog shows, community evening movies, and events pf all kinds reflecting the diverse cultural heritage of the area."

4. Consider having amphitheater style seating into the detention ponds.

   "To enhance the summer programming and functionality of the ponds, amphitheatre style steps have been added to the 18" deep pond."

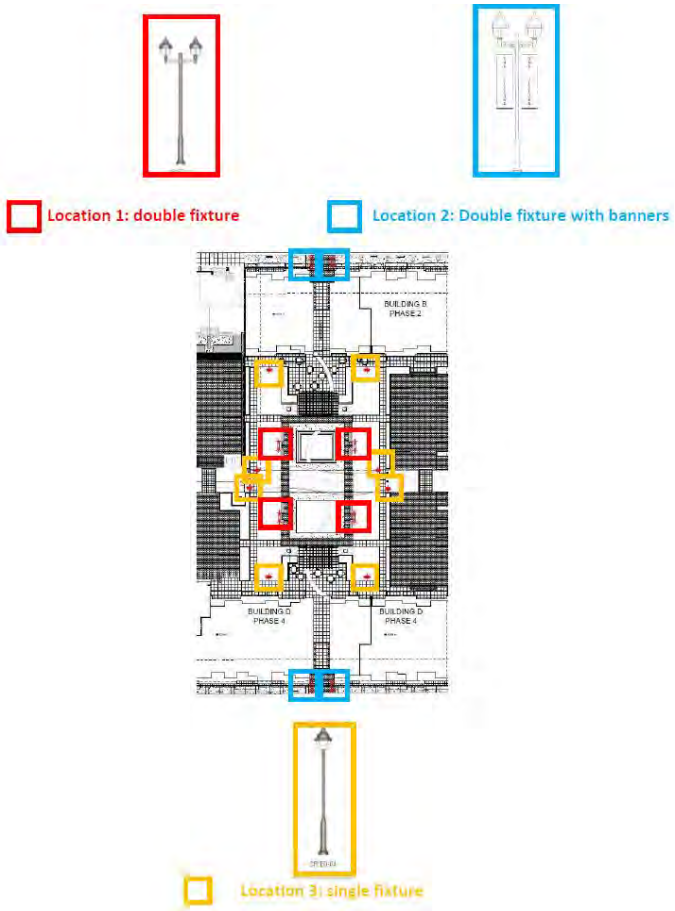
5. Consider an active water feature for summer use.

   "Existing in the design are Four "active water features" for all season uses. Two water features flanks the trellis bistro area on the north side and the other two flanks the trellis bistro area on the south side."



6. Eliminate bollards and introduce pedestrian scale decorative light columns.

   "Pedestrian scale decorative light columns were added at several locations
   Location 1: Behind the benches. Double fixture columns.
   Location 2: 119th and Selkirk double fixture columns with banners, for way finding and street presence
   Location 3: Along pathways and threshold points, single fixture columns
   The removable bollards will remains situated on the interior lane to promote bicycle use while minimizing vehicle use"



7. Coordinate with the City for the public art installation.

   "Although many projects require a public art component, and sometimes partially funded by the City, this project, is different.

   For this project, the client offered the sculptures and further requested they become an integral component to the overall design.

   The 'Tree Theme' then developed in response to the idea of celebrating the history of Maple Ridge. As noted on the City website (history section):

   "On September 12, 1874, a group of settlers met at John McIver's farm and decided that they should incorporate and become a municipality.

   The choice of the name came from the trees and topography of John McIver's farm. There was a magnificent stand of maple trees along the ridge that ran along the edge of the McIver farm and followed the line of the Fraser River. This new municipality officially became 'Maple Ridge'."

   Four sculptures, define the four quadrants of the design. The "Tree Theme" represents the Maple tree growing on John MacIver's farm.

It is the wish of the applicant to follow through with the character and theme of the sculpter as represented on the design for the reasons identified."

8. Consider minimum 2 inches of poured in place rubber for and use a variety of colours for daycare play area.

   "Two inches of poured in place rubber using a variety of colours, will be added to the children's play area."

9. Improve accessibility to and circulation within patios where possible.

   "Additional patio doors have been added to improve patio access on 2nd Floor."

10. Provide different laundry room layout.

    "Revised laundry layouts provided"

11. Accentuate each residential entrance with its distinct canopy or port cochere.

    "Decorative metal blade signs have been added above the main residential lobby entrances."

12. Provide gateway or way finding at entrance to the courtyard.

    "Decorative metal signage has been added at the breezeway entries."

13. Consider varying silhouette at the roofline.

    "The roofs over the breezeways are raised in order to establish roof hierarchy."

14. Provide variation of hardie and brick colour to achieve a rhythm at the elevations.

    "A second hardie colour is added to select bays. Brick siding is raised at the breezeways."

15. Provide indoor amenity area / multi-purpose space where possible, such as in the vicinity of the residential lobbies.

    "Indoor amenity spaces are added adjacent to the main residential lobbies."

16. Consider further details in regards to the operative details of windows and the partition between patios.

    "All windows are operable. Privacy walls are replaced by thinner, 6' high metal screens."

17. Provide a side light to all elevator lobbies.

    "Glazing is provided to elevator lobbies and other large enclosed egress/exit paths."

18. Explore additional requirements for adaptive units to comply with SaferHOME Standards and Section 3.8.5 of BC Building Code (adaptable dwelling units).

    "Minimum 2'-10" doors are added to adaptable units. Other regulations are met."

The above noted changes to the design of the building and landscaping addresses the areas of concern that the Advisory Design Panel expressed.

e) Financial Implications:

In accordance with Council's Landscape Security Policy, a refundable security equivalent to 100% of the estimated landscape cost will be provided to ensure satisfactory provision of landscaping in accordance with the terms and conditions of the Development Permit. Based on an estimated landscape cost of $781,809.34 the security will be $781,809.34.

CONCLUSION:

A Development Variance Permit application and a Town Centre Development Permit application have been received for the subject properties, located at 22638 – 119 Avenue (P.I.D 030-163-625) and 22633 Selkirk Avenue (030-163-641), to construct two mixed use commercial residential six storey buildings consisting of approximately 2,677 sq. m (28,700 ft2) of ground floor commercial and 138 residential units. This application is subject to the Town Centre Development Permit – Civic Core Guidelines as outlined in the Town Centre Area Plan of the Official Community Plan (OCP). It is recommended that the Corporate Officer be authorized to sign and seal applications 2016-240-DVP and 2016-240-DP.

"Original signed by Wendy Cooper"

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

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

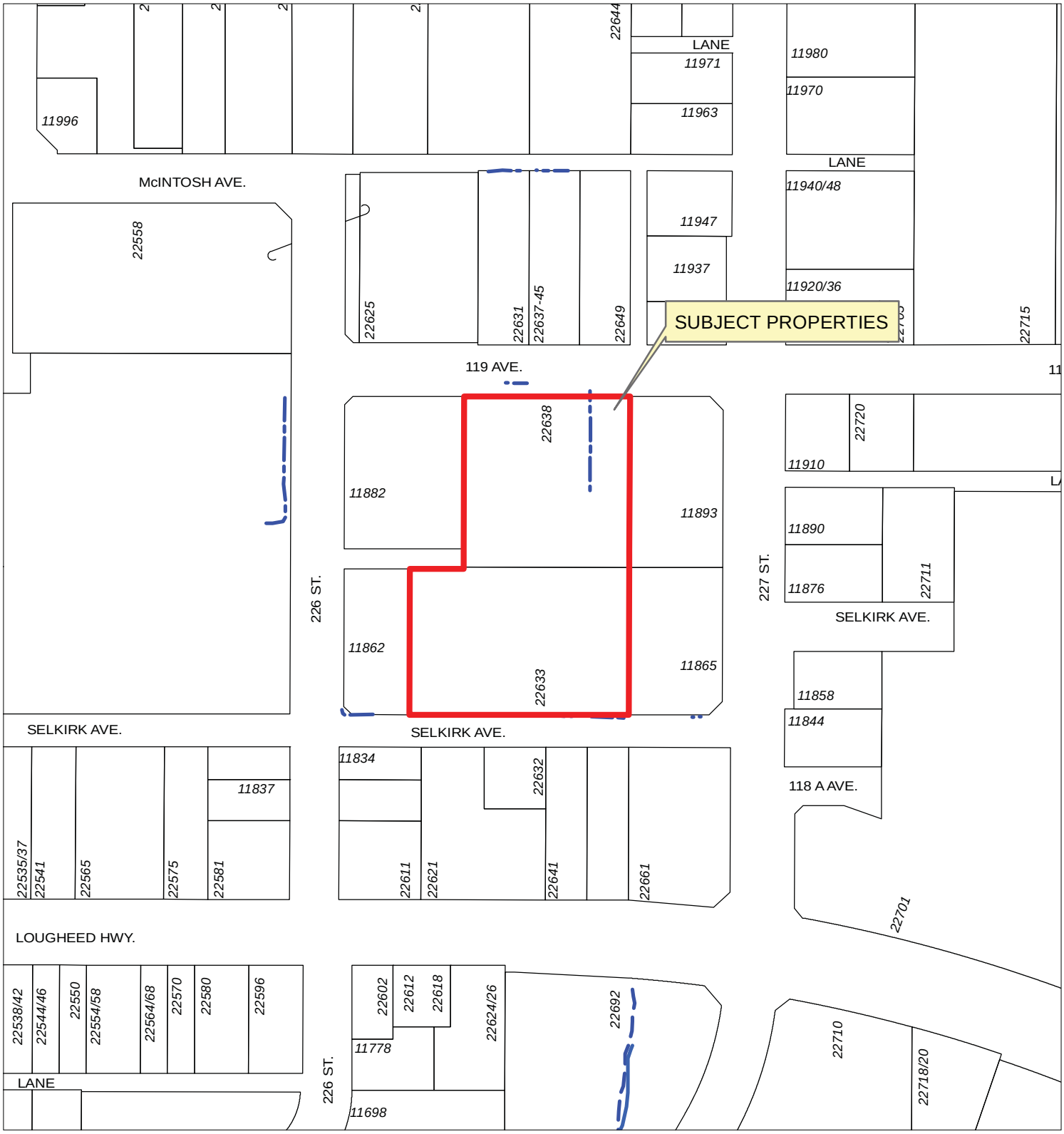
Approved by: Frank Quinn, MBA, P.Eng
GM: Public Works & Development Services

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Landscape Plans
Appendix D – Architectural Elevations

APPENDIX A



N

Scale: 1:2,000

Legend

- Stream
- Ditch Centreline
- Indefinite Creek

22633 SELKIRK AVENUE
22638 119 AVENUE

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2016-240-VP
DATE: Nov 15, 2017
BY: DT

APPENDIX B

N

Scale: 1:2,000

Legend

- Stream
- Ditch Centreline
- Indefinite Creek

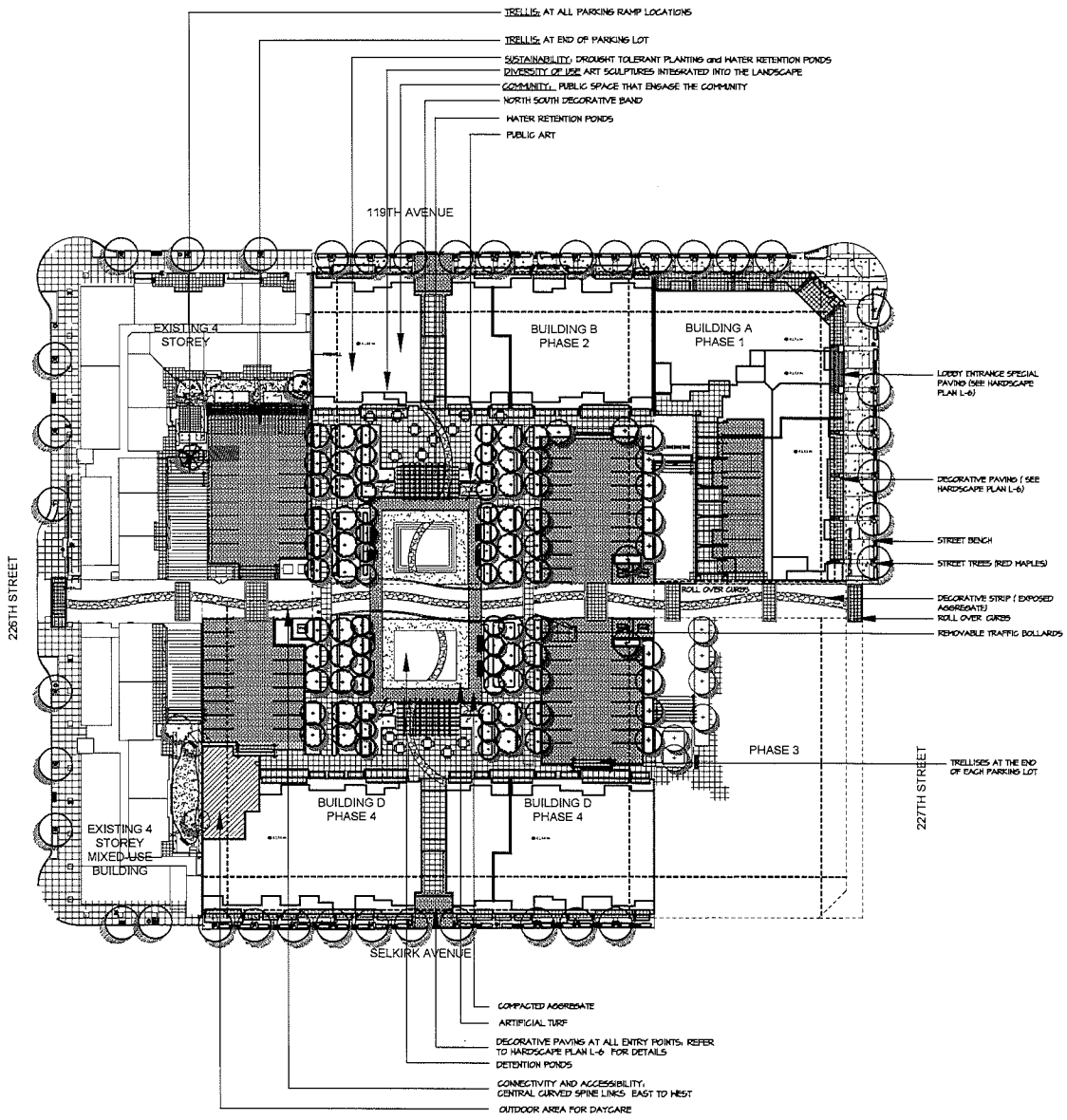
22633 SELKIRK AVENUE
22638 119 AVENUE

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2016-240-VP
DATE: Nov 15, 2017 BY: DT

APPENDIX C



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M2 LANDSCAPE ARCHITECTURE

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V3M 3L7
Tel: 604.553.0044
Fax: 604.553.0045
Email: office@m2la.com

N

NO.	DATE	REVISION DESCRIPTION	DR.
10	09.12.2017	DWELLINGS REPL AS PER CITY COM. DP	DY
9	MAY 2017	PER ADP COMMENTS	TK/CL
8	FEB 8 2017	DP SUBMISSION	TK
7	JAN 30 2017	PHASE 2&4 ROOFTOP PLANS (DP)	DB
6	DEC 8 2016	DP SUBMISSION	TK
5	DEC.05.2016	PER CLIENT COMMENTS	DB
4	OCT.03.2016	PER MOST RECENT ARCH. FILE	DB
3	AUG.11.2016	PER NEW SITE PLAN	BN
2	MAY 9 2016	PER FIRST ADP COMMENTS	TK
1	FEB.4.2016	PER NEW SITE PLAN FROM ARCHIT	TK

SEAL:

PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE
phases 2&4

DRAWING TITLE:
SITE PLAN

DATE: FEB 9TH 2016
SCALE: 1/32"=1'-0"
DRAWN: TK
DESIGN: TK
CH'CD: MM

DRAWING NUMBER: L1 OF 15

M2LA PROJECT NUMBER: JOB NO 1607

APPENDIX C

BISTRO TABLES WITH PATHWAYS

DETENTION PONDS

TREE LINED PATHWAYS

BLVD TREES

THEME AND CHARACTER

RAISED FOUNTAIN IN BISTRO AREAS

WISTERIA ON THE TRELLISES

RAISED FOUNTAIN IN BISTRO AREAS

SIGNAGE THEME

COMBINING MODERN PUBLIC ART WITH TIME PERIOD SIGNAGE

BRICK MATERIAL AT KEY LOCATIONS

1607-SLzp

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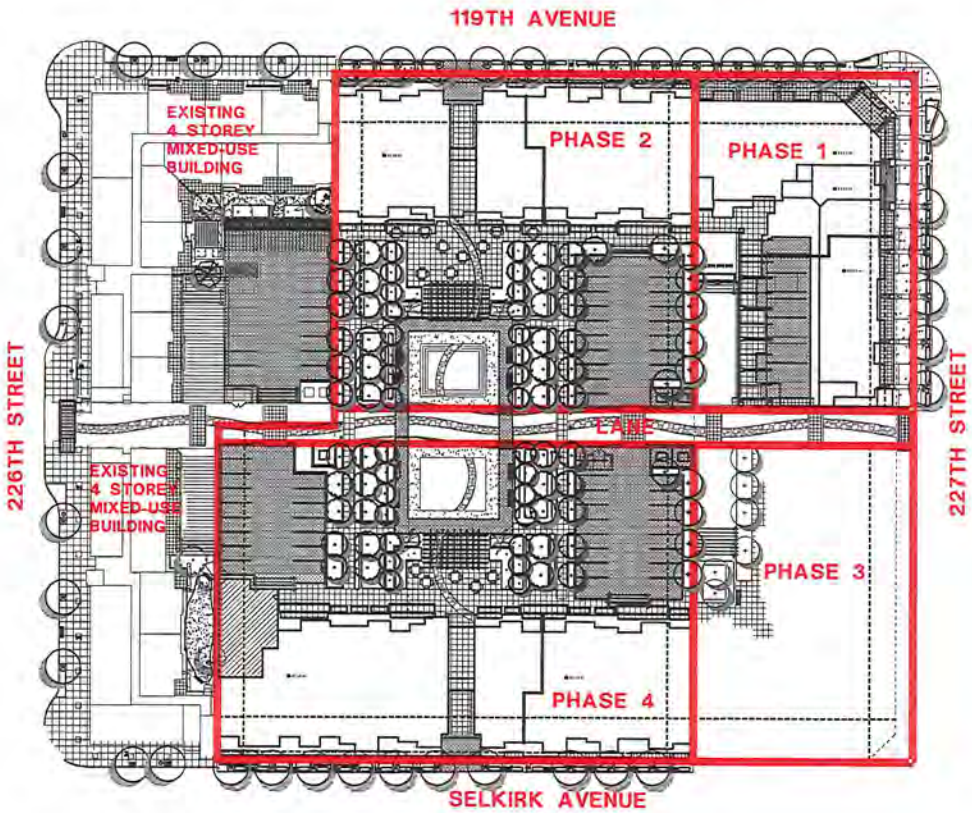
NO.	DATE	REVISION DESCRIPTION	DR.
10	07.03.2017	SUBDIVISION REV. AS PER CITY COM. DP	DY
9	MAY 2017	PER ADP COMMENTS	RC/CL
8	FEB 8 2017	DP SUBMISSION	TK
7	JAN 30 2017	PHASE 3&4 ROOFTOP PLANS (DP)	DB
6	DEC 9 2016	DP SUBMISSION	TK
5	DEC.02.2016	PER CLIENT COMMENTS	DB
4	OCT.31.2016	PER MOST RECENT ARCH. FILE	DB
3	JULY.1.2016	PER NEW SITE PLAN	SH
2	NOV.9.2015	PER FIRST ADP COMMENTS	TK
1	FEB.APR.15	PER NEW SITE PLAN FROM ARCHIT	TK

SEAL:

PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE
phases 2&4

DRAWING TITLE:
THEME AND CHARACTER

DATE: FEB 5TH 2016
SCALE: -
DRAWN: TK
DESIGN: TK
CH'D: MM
DRAWING NUMBER: L2 OF 13
M2LA PROJECT NUMBER: JOB NO 1607



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N

NO.	DATE	REVISION DESCRIPTION	DR.
10	[illegible]	[illegible] REV. AS PER CITY COM. DP.	DY
9	MAR/ 2017	PER ADP COMMENTS	TK/JL
8	FEB 9 2017	DP SUBMISSION	TK
7	JAN 27 2017	PHASE 3&4 ROOFTOP PLANS (DP)	DB
6	DEC 8 2016	DP SUBMISSION	TK
5	DEC/01/2016	PER CLIENT COMMENTS	DB
4	OCT.3.2016	PER MOST RECENT ARCH. FILE	DB
3	AUG/2016	PER NEW SITE PLAN	DN
2	NOV. 2015	PER FIRST ADP COMMENTS	TK
1	[illegible]	PER NEW SITE PLAN FROM ARCHIT	TK

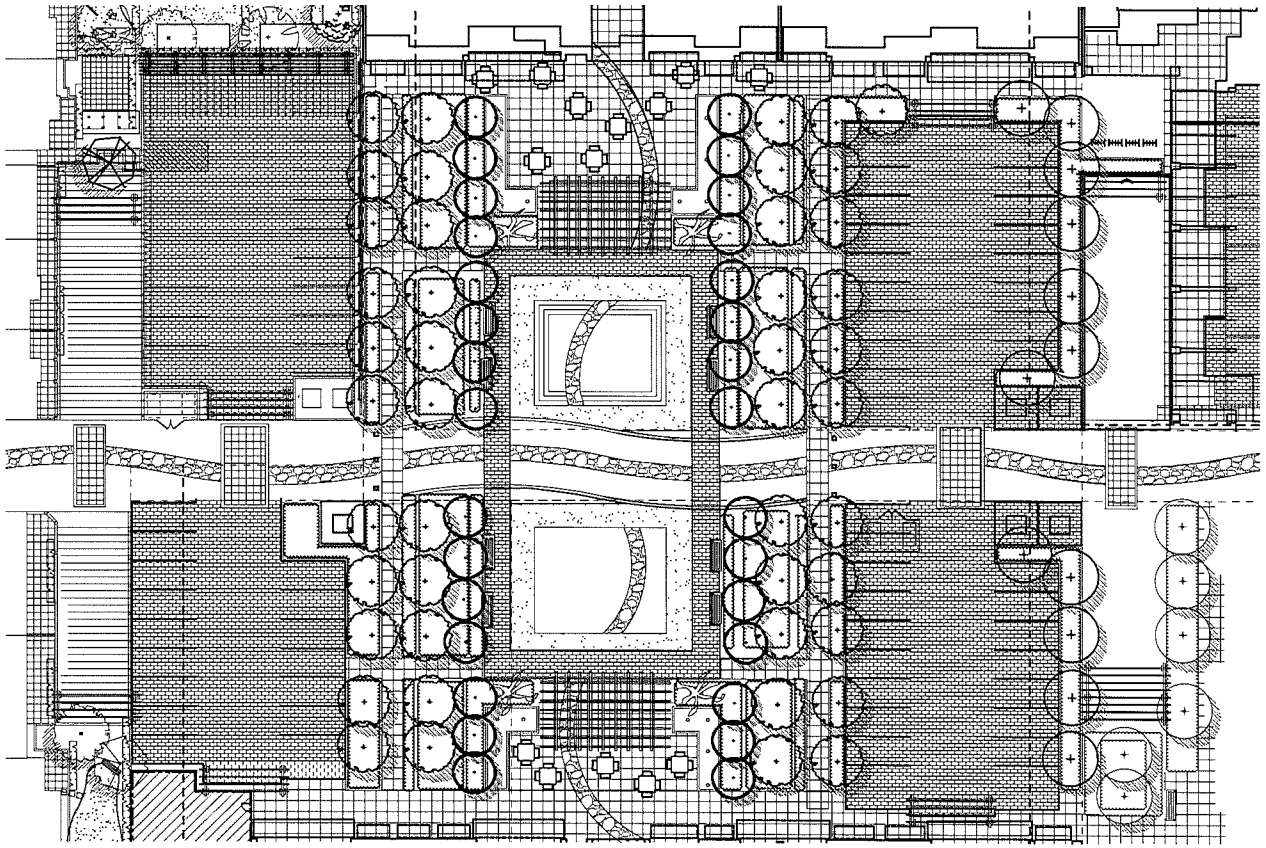
SEAL:

PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE
phases 2&4

DRAWING TITLE:
PHASE LINES

DATE: FEB 3TH 2016
SCALE: 1/32"=1'-0"
DRAWN: TK
DESIGN: TK
CHK'D: MM
DRAWING NUMBER: L3
OF 13
M2LA PROJECT NUMBER: JOB NO 1607

lot1-dup



PLANT SCHEDULE

M2 JOB NUMBER: 9x-xxx

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE				
	12	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	6CM CAL; 2M STD; B&B
	46	CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPEAN HORNBEAM	7 CM CAL; B&B; 1.8M STD
	30	CORNUS KOUSA 'WOLFEYES'	WOLFEYES CHINESE DOGWOOD	3M HT; 1.5M STD; B&B

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNTA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVISH: MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVISH BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

16017-SL.zip

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NO.	DATE	REVISION DESCRIPTION	DR.
10	10/10/2017	VARIABLES REPL AS PER CITY COM. DP	DY
4	MAR/ 2017	PER ADP COMMENTS	TK/DL
8	FEB 8 2017	DP SUBMISSION	TK
7	JAN 30 2017	PHASE 3&4 ROOFTOP PLANS (DP)	DB
6	DEC 8 2016	DP SUBMISSION	TK
5	DEC/02/2016	PER CLIENT COMMENTS	DB
4	OCT/31/2016	PER MOST RECENT AREA PLE	DB
3	JULY/2016	PER NEW SITE PLAN	BN
2	JUN 9 2016	PER FIRST ADP COMMENTS	TK
1	20MAR16	PER NEW SITE PLAN FROM ARCHIT	TK

SEAL:

PROJECT:

BRICKWATER VILLAGE
MAPLE RIDGE
phases 2&4

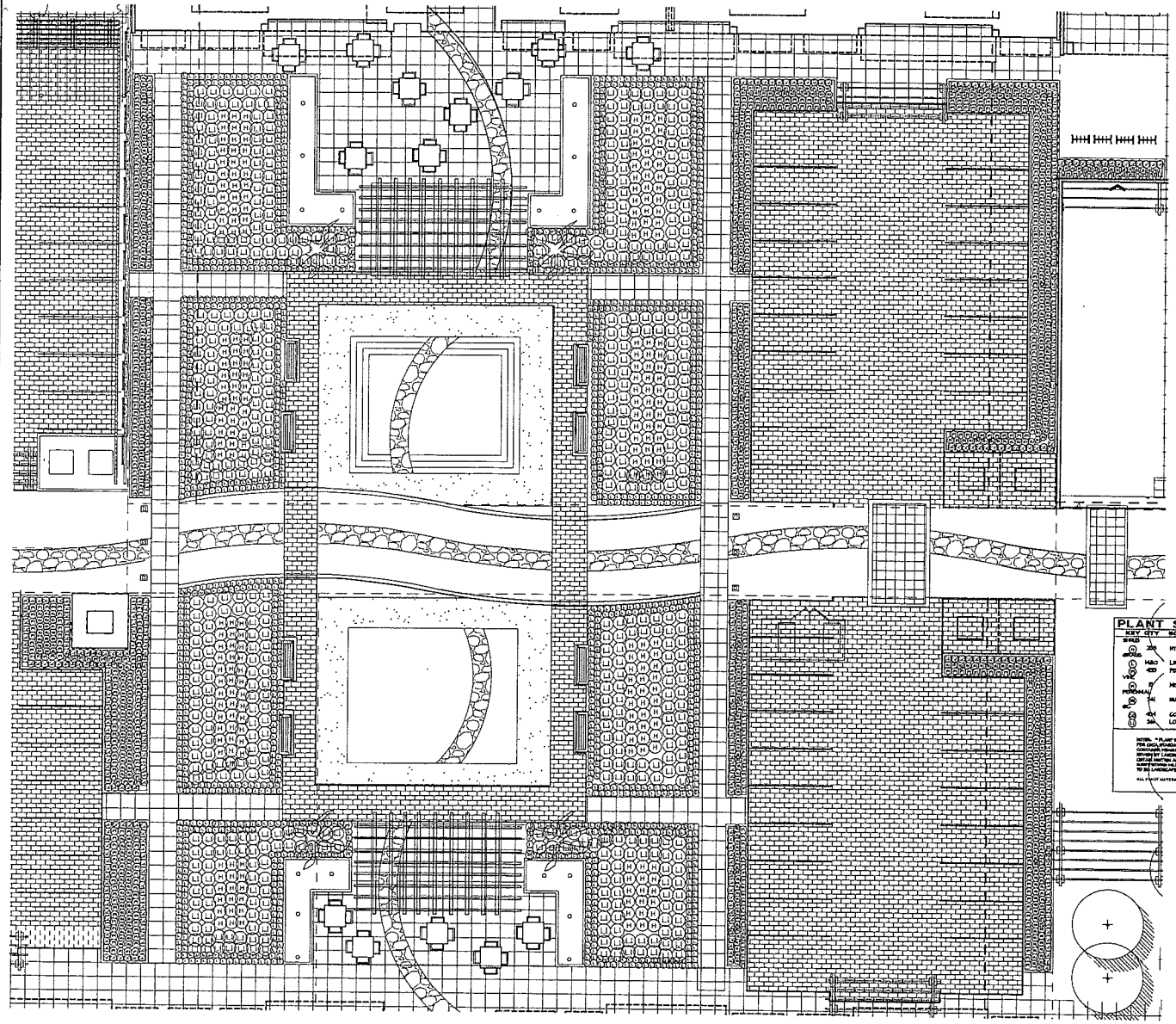
DRAWING TITLE:

TREE PLAN

DATE: FEB 9TH 2016
SCALE: 1/16"=1'-0"
DRAWN: TK
DESIGN: TK
CHK'D: MH

DRAWING NUMBER: L4 OF 13

M2LA PROJECT NUMBER: JOB NO 16017



PLANT SCHEDULE

M2 JOB NUMBER: 1007

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
SHRUB				
HA	200	HYDRANGEA ARBORESCENS 'ANNABELLE'	HYDRANGEA	#2 POT; 80CM
LM	1480	LIRIOPE MUSCARI	LILY TURF	#1 POT
PA	400	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	#1 POT
PORENNIAL				
WF	8	WISTERIA FLORIBUNDA	JAPANESE WISTERIA	#2 POT;
WS	34	WEIGELA FLORIDA VAR. SILLIVANTII 'BOJOSTAR' (RUBIDOR)		#1 POT
CD	404	COTONEASTER DAMMERI	DEAMERIRIT COTONEASTER	#1 POT
LP	340	LONICERA PILEATA	PRIVET HONEYSUCKLE	#2 POT; 60CM

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. ALTERNATE SIZES SPECIFIED AS PER LOCAL STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DETAILED REVIEW BY LANDSCAPE ARCHITECT AND OTHER PLANT INFORMATION, TERMINOLOGY. * MINIMUM AND SPECIAL PLANT WARRANTY AVAILABLE FOR OPTIONAL CERTAIN MUNICIPAL APPROVAL. PRIOR TO LANDSCAPE INSTALL. AREAS OF BRANCH 'B' INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS MUST BE REALISTIC. PLANTS MUST BE PLANTED WITHIN 100 KILOMETERS OF PROJECT. PLANTS MUST BE DELIVERED FOR INSPECTION TO THE SPECIFIED PROJECT. SUBSTITUTIONS TO BE LANDSCAPE STANDARD - DEPENDENT ON CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED NURSERY FREE FROM PEST, PLANT CERTIFICATION [IF ANY] REQUIRED.

M07-01.zip

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N

NO.	DATE	REVISION DESCRIPTION	DR.
10	10/03 2017	SHRUBS REV. AS PER CITY COM. DP	DY
9	MAR 2017	PER ADP COMMENTS	TK/CL
8	FEB 8 2017	DP SUBMISSION	TK
7	JAN 30 2017	PHASE 2&4 ROOFTOP PLANS (DP)	DB
6	DEC 8 2016	DP SUBMISSION	TK
5	DEC/02/2016	PER CLIENT COMMENTS	DB
4	OCT/31/2016	PER MOST RECENT ARCH. FILE	DB
3	JULY/1/2016	PER NEW SITE PLAN	DY
2	MAY/18 2016	PER FIRST ADP COMMENTS	TK
1	07/04/2016	PER NEW SITE PLAN FROM ARCHT	TK

SEAL:

PROJECT:

BRICKWATER VILLAGE
MAPLE RIDGE
phases 2&4

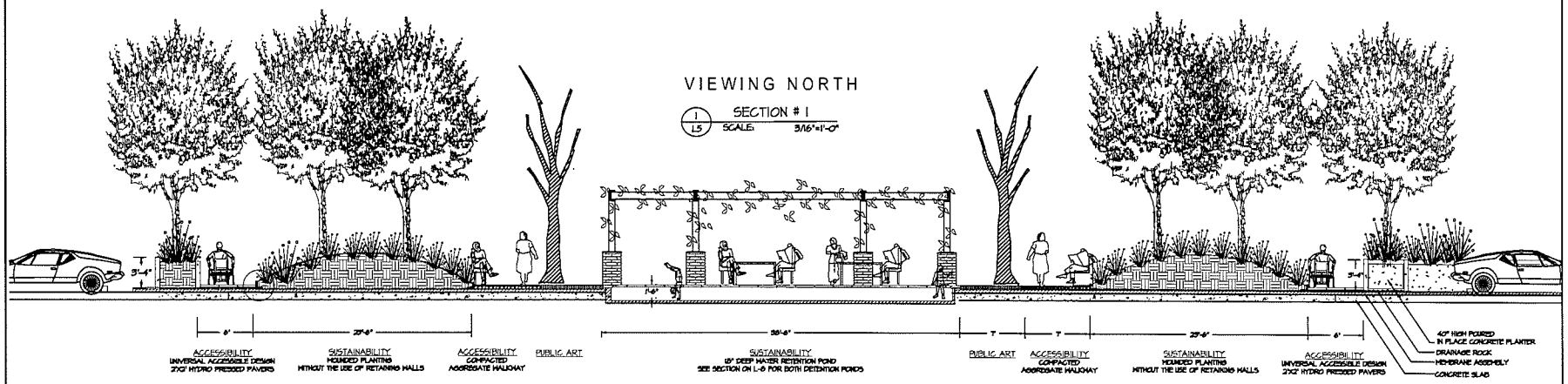
DRAWING TITLE:

SHRUB PLAN

DATE: FEB 5TH 2016
SCALE: 1:20"=1'-0"
DRAWN: TK
DESIGN: TK
CHK'D: HH

DRAWING NUMBER: L5 OF 10

M2LA PROJECT NUMBER: JOB NO 1007



SECTION ENLARGEMENTS

2 L6 SECTION # 2
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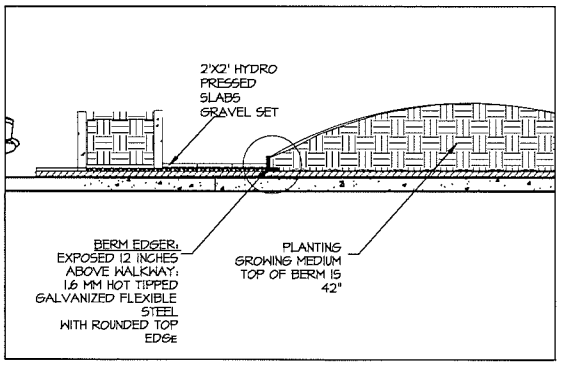

BERM

3 L6 SECTION # 3
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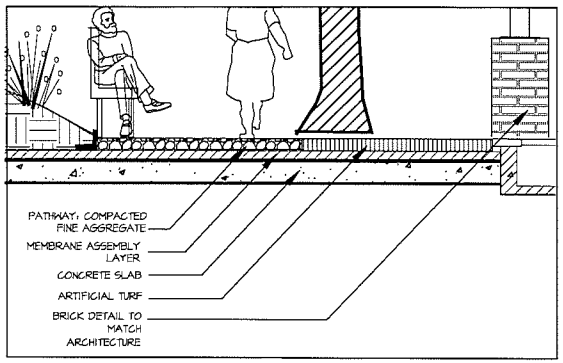
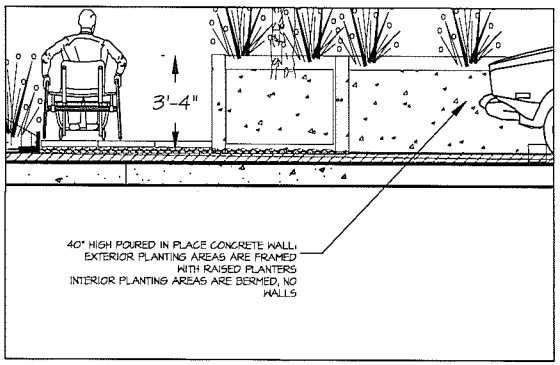


SLAB LAYERS

4 L5 SECTION # 4
SCALE: 1/2"=1'-0"



CONCRETE PLANTERS

1607-01.zip

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NO.	DATE	REVISION DESCRIPTION	DR.
10	NOV 13 2017	MINOR REV. AS PER CITY COM. DP	DT
9	MAY 2017	PER ADP COMMENTS	TK/GL
8	FEB 8 2017	DP SUBMISSION	TK
7	JUN 20 2017	PHASE 2&4 ROOFTOP PLANS (DP)	DB
6	DEC 8 2016	DP SUBMISSION	TK
5	DEC/02/2016	PER CLIENT COMMENTS	DB
4	OCT/31/2016	PER MOST RECENT AREA FILE	DB
3	JUL/21/2016	PER NEW SITE PLAN	BN
2	MAY/10 2016	PER FIRST ADP COMMENTS	TK
1	FEB/4/2016	PER NEW SITE PLAN FROM ARCHIT.	TK

SEAL:

PROJECT:
BRICKWATER VILLAGE
MAPLE RIDGE
phases 2&4

DRAWING TITLE:
SECTIONS

DATE: FEB 27TH 2018
SCALE: AS SHOWN
DRAWN: TK
DESIGN: TK
CHK'D: NH
M2LA PROJECT NUMBER: JOB NO 1607

DRAWING NUMBER:
L9
OF 10

APPENDIX D

BRICKWATER VILLAGE - PHASE 2

No.	Description	Date
6a	REISSUED FOR ADP	MAR. 10 2017
5a	REISSUED FOR ADP	MAR. 9 2017
4a	ISSUED FOR ADP	JAN. 20, 2017
3a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 19, 2016
2a	ISSUED FOR CLIENT REVIEW	DEC. 16, 2016
1a	ISSUED FOR CLIENT REVIEW	NOV. 22, 2016

CONSULTANT:

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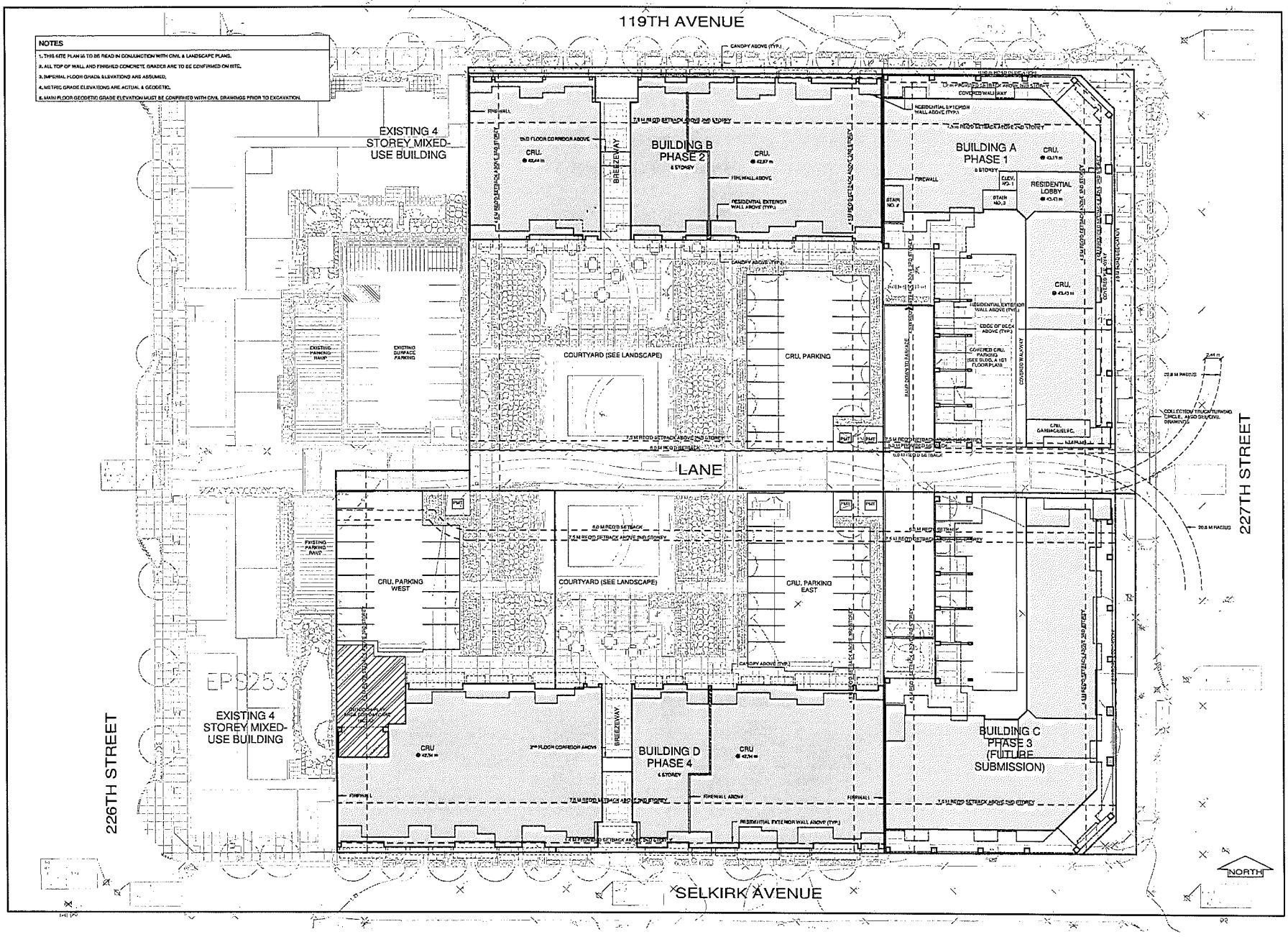
points west
ARCHITECTURE
203 - 2150 W. Railway St.
Abbotsford, B.C.
V2S 2E2
PHONE: 604-854-8555
FAX: 604-854-8505
E: pwa@pointswestarch.com

PROJECT:
BRICKWATER VILLAGE PHASE 2, BLDG B 55 UNITS
11609 - 227th STREET, MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	
DRAWN:	WF TP HB AG AF

DRAWING TITLE:
COVER SHEET

JOB NO:	SHEET NO:
1604	DP1.0b



NOTES

1. THIS SITE PLAN IS TO BE READ IN CONJUNCTION WITH CIVIL & LANDSCAPE PLANS.
2. ALL TOP OF WALL AND FINISHED CONCRETE GRADES ARE TO BE CONFIRMED ON SITE.
3. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED.
4. METRIC GRADE ELEVATIONS ARE ACTUAL & GEODETIC.
5. MAIN FLOOR GEODETIC GRADE ELEVATION MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION.

No.	Description	Date
5d	REISSUED FOR ADP	MAR. 10 2017
5c	REISSUED FOR ADP	MAR. 10 2017
4d	REISSUED FOR ADP	MAR. 3 2017
5b	REISSUED FOR ADP	MAR. 3 2017
6a	ISSUED FOR BUILDING PERMIT	FEB. 6 2017
7a	REISSUED FOR DEVELOPMENT PERMIT	JAN. 20 2017
3d	ISSUED FOR ADP	JAN. 20 2017
4b	ISSUED FOR ADP	JAN. 20, 2017
5a	ISSUED FOR COORDINATION	JAN. 13, 2017
5a	REISSUED FOR DEVELOPMENT PERMIT	DEC. 20, 2016
3d	ISSUED FOR DEVELOPMENT PERMIT	DEC. 19, 2016
3b	ISSUED FOR DEVELOPMENT PERMIT	DEC. 19, 2016
1d	ISSUED FOR CLIENT REVIEW	DEC. 16, 2016
2c	ISSUED FOR CLIENT REVIEW	DEC. 14, 2016
4a	ISSUED FOR COORDINATION	NOV. 23, 2016
1b	ISSUED FOR CLIENT REVIEW	NOV. 22, 2016
3a	ISSUED FOR COORDINATION	NOV. 3, 2016
2a	ISSUED FOR COORDINATION	OCT. 5, 2016
1a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 12, 2016

REVISIONS:

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CONSULTANT:

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203 - 2190 W. Railway St.
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V2S 2E2
PHONE: 604-854-8555
FAX: 604-854-8556
E: pwa@pointswestarch.com

PROJECT:
BRICKWATER VILLAGE

11909 - 227th STREET, MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WF TP HD AO AF

DRAWING TITLE:
SITE PLAN

JOB NO: 1509 1604 1608 1609

SHEET NO: DP1.2

BRICKWATER VILLAGE - PHASE 4

No.	Description	Date
5d	REISSUED FOR ADP	MAR. 10 2017
4d	REISSUED FOR ADP	MAR. 3 2017
3d	ISSUED FOR ADP	JAN. 20 2017
2d	ISSUED FOR DEVELOPMENT PERMIT	DEC. 19, 2016
1d	ISSUED FOR CLIENT REVIEW	DEC. 16, 2016

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points west
ARCHITECTURE
203 - 2190 W. Railway St.
Abbotsford, B.C.
V2S 2E2
PHONE: 604-864-8555
FAX: 604-864-8505
E: pwa@pointswestarch.com

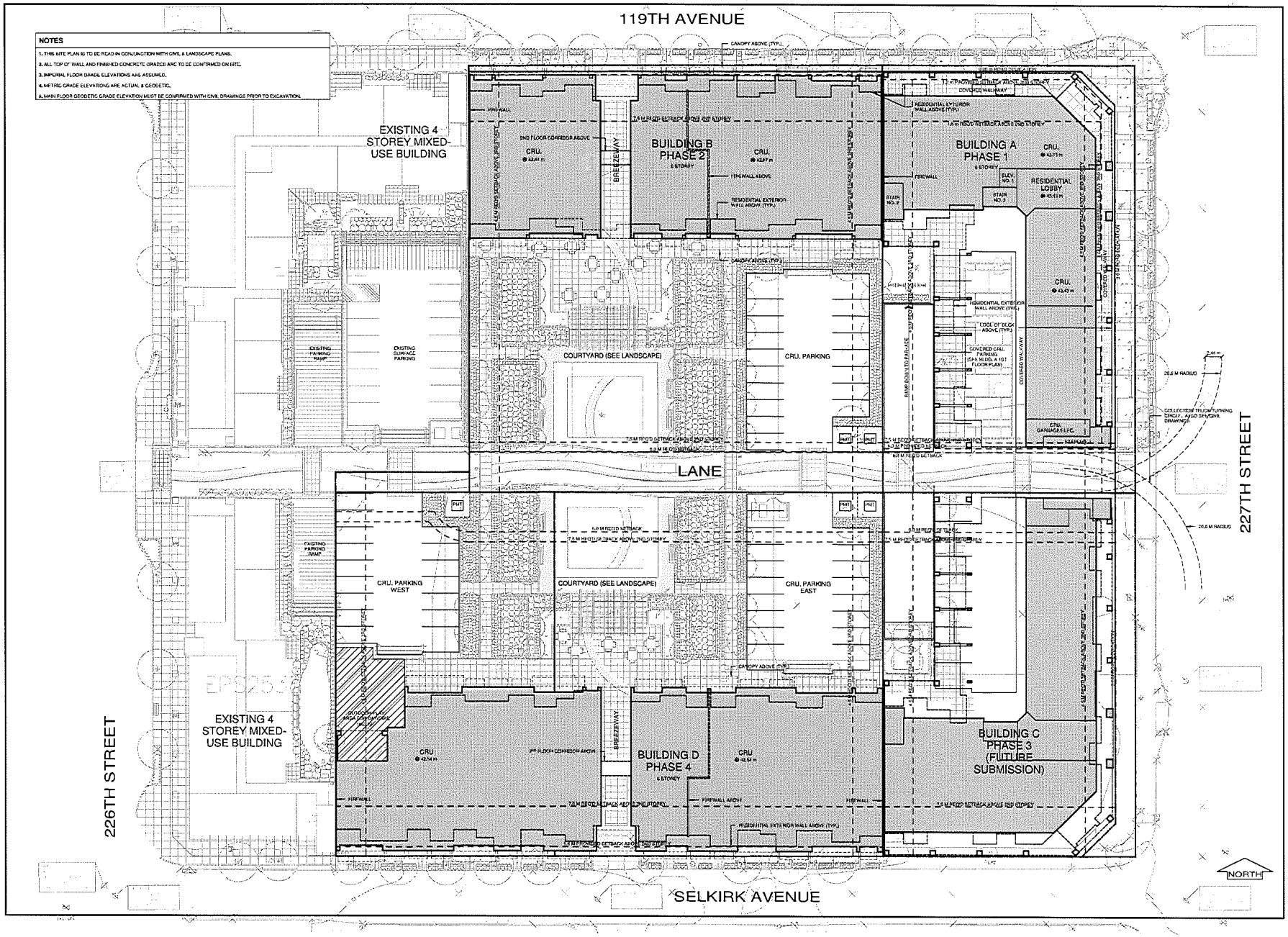
PROJECT:
BRICKWATER VILLAGE, BLDG D 79 UNITS
11509 - 227th STREET, MAPLE RIDGE

DATE: APRIL 2016
SCALE:
DRAWN: WF TF HS AG AF

DRAWING TITLE:
COVER SHEET

JOB NO: 1609

SHEET NO: DP1.0d



NOTES

1. THIS SITE PLAN IS TO BE READ IN CONJUNCTION WITH CIVIL & LANDSCAPE PLANS.
2. ALL TOP OF WALL AND FINISHED CONCRETE GRADES ARE TO BE CONFIRMED ON SITE.
3. IMPERIAL FLOOR GRADE ELEVATIONS ARE ASSUMED.
4. METRIC GRADE ELEVATIONS ARE ACTUAL & GEODETIC.
5. MAIN FLOOR GEODETIC GRADE ELEVATION MUST BE CONFIRMED WITH CIVIL DRAWINGS PRIOR TO EXCAVATION.

No.	Description	Date
5d	REISSUED FOR ADP	MAR. 10 2017
6b	REISSUED FOR ADP	MAR. 10 2017
4d	REISSUED FOR ADP	MAR. 3 2017
3e	REISSUED FOR ADP	MAR. 3 2017
8a	ISSUED FOR BUILDING PERMIT	FEB. 8 2017
7a	REISSUED FOR DEVELOPMENT PERMIT	JAN. 20 2017
5d	ISSUED FOR ADP	JAN. 20 2017
4b	ISSUED FOR ADP	JAN. 20, 2017
6a	ISSUED FOR COORDINATION	JAN. 13, 2017
5a	REISSUED FOR DEVELOPMENT PERMIT	DEC. 20, 2016
2d	ISSUED FOR DEVELOPMENT PERMIT	DEC. 19, 2016
3b	ISSUED FOR DEVELOPMENT PERMIT	DEC. 19, 2016
1d	ISSUED FOR CLIENT REVIEW	DEC. 16, 2016
2b	ISSUED FOR CLIENT REVIEW	DEC. 16, 2016
4a	ISSUED FOR COORDINATION	NOV. 25, 2016
1b	ISSUED FOR CLIENT REVIEW	NOV. 22, 2016
3a	ISSUED FOR COORDINATION	NOV. 3, 2016
2a	ISSUED FOR COORDINATION	OCT. 6, 2016
1a	ISSUED FOR DEVELOPMENT PERMIT	DEC. 12, 2015

REVISIONS:

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V2S 2E2
PHONE: 604-504-5595
FAX: 604-504-5605
E: pwa@pointswestarch.com

PROJECT:
BRICKWATER VILLAGE

11900 - 227th STREET, MAPLE RIDGE

DATE:	APRIL 2016
SCALE:	As indicated
DRAWN:	WF TF HB AG AF

DRAWING TITLE:
SITE PLAN

JOB NO: 1509 1604 1608 1609

SHEET NO: DP1.2

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	2016-274-SD
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: **5% Money in Lieu of Parkland Dedication**
PID 217-967-546

EXECUTIVE SUMMARY:

The subject property, located at PID 217-967-546 (see Appendices A and B), is proposed to be subdivided into four single family residential lots (see Appendix C). This subdivision is subject to the provisions of the *Local Government Act* regarding Parkland Dedication or payment in lieu of dedication. It is recommended that Council require payment in lieu of parkland dedication for the subject property.

RECOMMENDATION:

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

DISCUSSION:

Section 510 of the *Local Government Act* requires the provision of parkland, without compensation, as a condition of subdivision, subject to some exceptions. The land, not to exceed 5% of the area proposed for subdivision, may be acquired in a location acceptable to the City, or a payment equal to 5% of the market value of the area proposed for subdivision is required.

Section 8.9, Watercourse Protection Development Permit Area, of the Official Community Plan states that where watercourse protection areas are identified on the lands, the area is to be dedicated into public ownership as Park, where possible, for the preservation, protection, restoration and enhancement of watercourses and riparian areas. These areas also provide large vegetated areas in urban neighbourhoods that provide corridors for wildlife and passive park areas for residents.

Where there is either no watercourse protection areas (the subject property's watercourse will be put into covenant, not dedicated), or no suitable lands are identified for park dedication, then 5% of the market value of the land is paid to the City. These funds are placed into a special Parkland Acquisition Reserve Fund, for the purpose of acquiring parkland, and is typically used where the ability to achieve parkland through development is limited, such as the Blaney Bog. In this particular instance there is no watercourse protection area or suitable lands present and it is, therefore, recommended that money in lieu of parkland dedication be provided.

In keeping with past practice, the City has requested that an appraisal be provided for the 5% market value of the development site. This appraisal is based on zoned but not serviced land.

A report from a qualified real estate appraiser and discussions with the City has determined that the 5% value of this property is $67,100.00.

CONCLUSION:

As there are no suitable lands on the property for parkland dedication, it is recommended that Council require payment in lieu of parkland dedication as prescribed in the appraisal.

"Original signed by "Adam Rieu"

Prepared by: Adam Rieu
Planning Technician

"Original signed by "Chuck Goddard" for

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

"Original signed by "Frank Quinn"

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

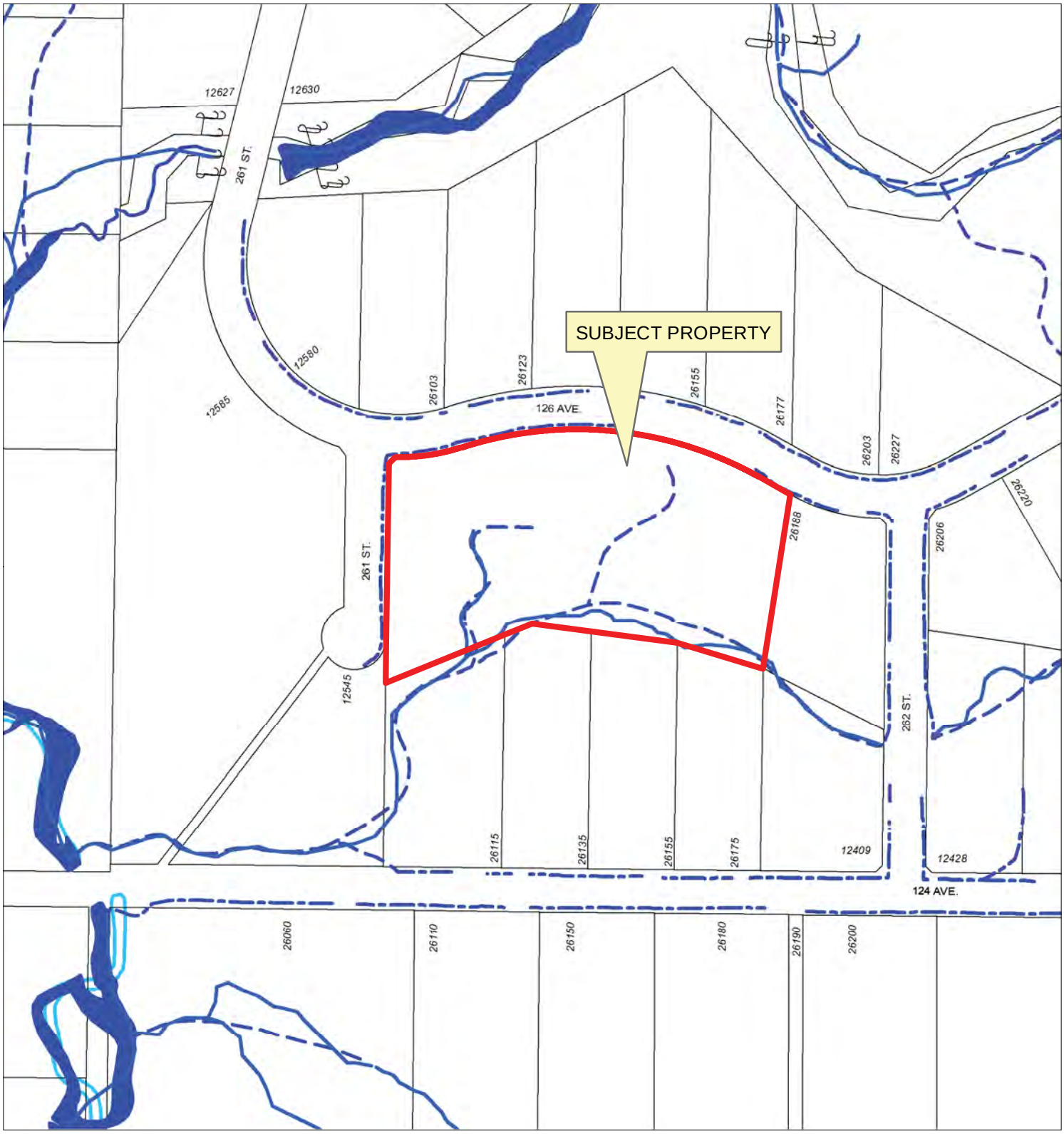
"Original signed by "Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Property Map
Appendix B – Ortho Map
Appendix C – Subdivision Plan

APPENDIX A



N

Scale: 1:2,500

Legend

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

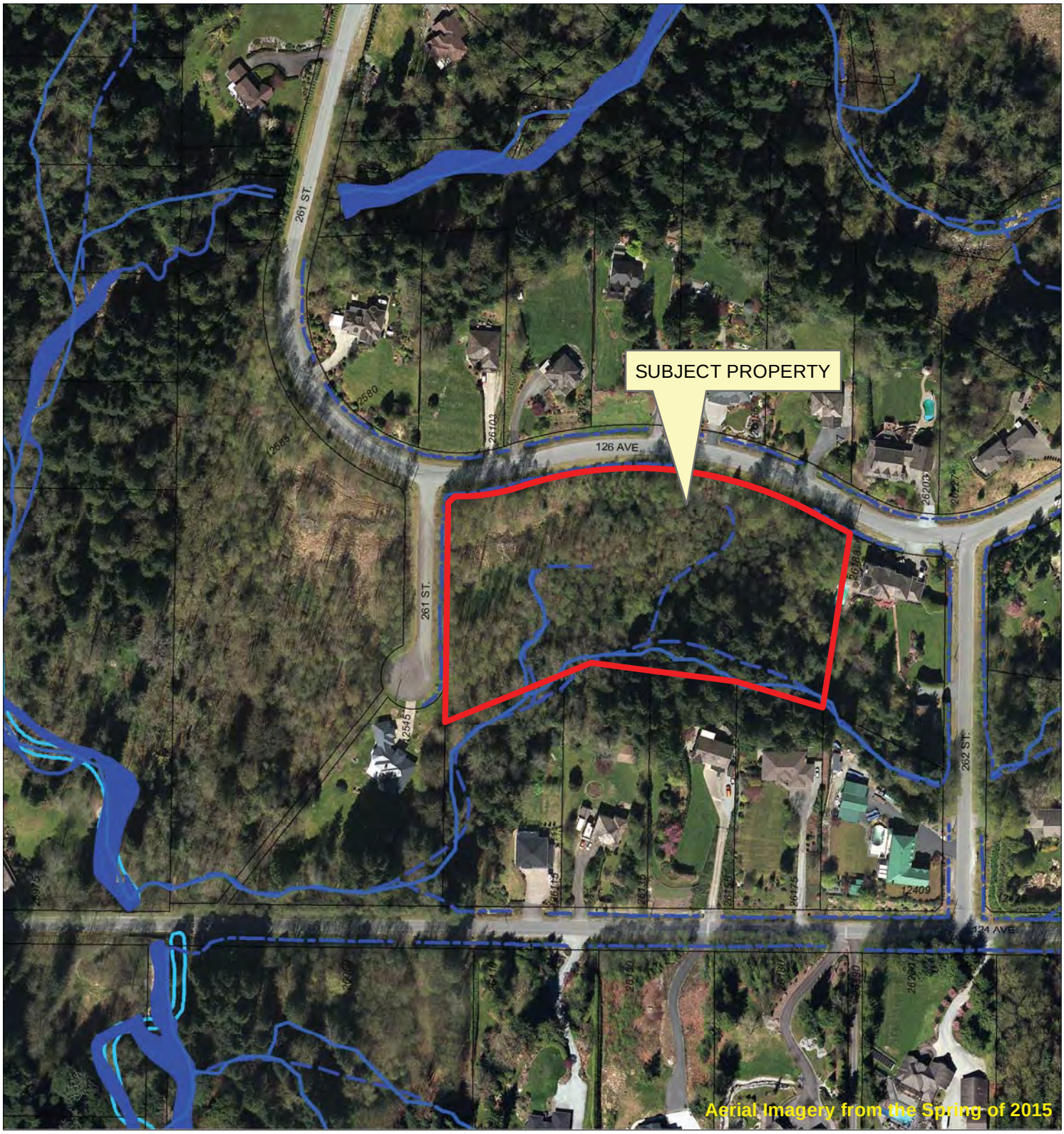
LOT 11 LMP6975
ROLL NO. 73612-0011-0

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2016-274-SD
DATE: Jul 20, 2016 BY: JV

APPENDIX B



N

Scale: 1:2,500

Legend

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

LOT 11 LMP6975
ROLL NO. 73612-0011-0

PLANNING DEPARTMENT

MAPLE RIDGE
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mapleridge.ca

2016-274-SD
DATE: Jul 20, 2016 BY: JV

APPENDIX C

SUBDIVISION PLAN OF LOT 11 SECTION 24 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN LMP6975 EXCEPT PLAN EPP65168

Plan EPP70423

BCGS 92G.028

0 10 25 50 75 m

The intended plot size of this plan is 560 mm in width by 432 mm in height (C SIZE) when plotted at a scale of 1:750

Integrated Survey Area No. 36 , Maple Ridge , NAD83 (CSRS) 4.0.0.BC.1.GVRD

Grid bearings are derived from observations between geodetic control monuments 88H4352 and 88H4337.

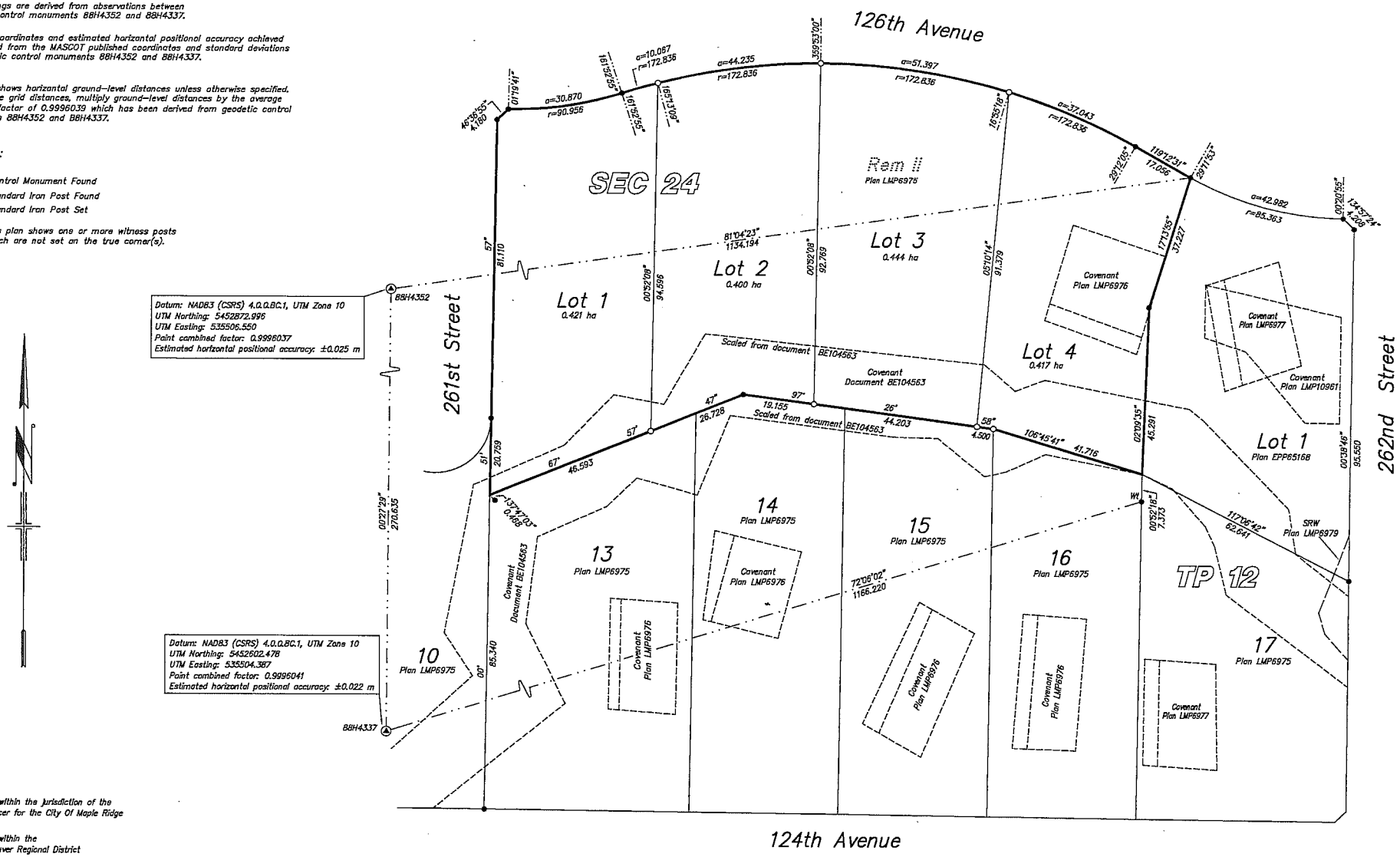
The UTM coordinates and estimated horizontal positional accuracy achieved are derived from the MASCOT published coordinates and standard deviations for geodetic control monuments 88H4352 and 88H4337.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9996039 which has been derived from geodetic control monuments 88H4352 and 88H4337.

LEGEND:

- Control Monument Found
- Standard Iron Post Found
- Standard Iron Post Set

Note: This plan shows one or more witness posts which are not set on the true corner(s).



This plan lies within the jurisdiction of the Approving Officer for the City Of Maple Ridge

This plan lies within the Greater Vancouver Regional District

The field survey represented by this plan was completed on the 4th day of June, 2017
Mike Bernemann, BCLS 793

Terra Pacific Land Surveying Ltd 22371 St. Anne Avenue, Maple Ridge, BC Tel: 604-463-2509 File: MR15-324Sub3

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	January 16, 2018
		FILE NO:	06-01-0580-01
FROM:	Chief Administrative Officer	**MEETING:**	Regular Council

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

EXECUTIVE SUMMARY:

Pursuant to Section 194 of the *Community Charter*, Council may, by bylaw, impose a fee payable in respect of all or part of a service of the municipality. Staff are recommending that Council deem Fire investigation and incident report's routinely releasable, and approve imposing a fee for the service of providing fire incident or investigation reports, and motor vehicle accident and medical incident reports as follows:

Fire Incident/Investigation Reports (including color photographs)	$200.00 plus GST
MVA/Medical Incident Report	$100.00 plus GST

RECOMMENDATION(S):

THAT Bylaw No. 7413-2017 be given first, second and third reading.

DISCUSSION:

a) Background Context:

In the past few years, Freedom of Information and Protection of Privacy requests relative to fire response records has steadily increased (see below). In 2013, as part of the 2014-2018 Financial Plan, the City of Surrey introduced making these records routinely releasable, and began charging fees for this service. Since this time, the cities of Burnaby, New Westminster, and Port Coquitlam have begun charging for this service (see below).

City of Maple Ridge Freedom of Information and Protection of Privacy Requests:		
Year	# of FOI Requests	# Fire Record Requests
2015	52	26
2016	69	43
2017 (to Nov. 24, 2017)	71	40

Current Fee Structure of Neighbouring Municipalities		
Municipality	Motor Vehicle Accident / Medical Calls	Fire Incident / Investigation Report (including color photo's)
City of Surrey	$151.42	$112.16
City of Burnaby	$100.00	$200.00
City of New Westminster	$100.00	$200.00
City of Port Coquitlam	$110.00	$180.00

b) **Desired Outcome(s):**

To recuperate some of the staff costs spent processing requests for records relative to fire incident/investigations, as well as motor vehicle and medical incident reports.

c) **Citizen/Customer Implications:**

As shown above other municipalities are charging for this service, and the practice is becoming more and more common. Law firms, insurance corporations and fire investigation companies will be affected by this change.

d) **Interdepartmental Implications:**

The request will be received by the FOI Coordinator who will arrange for an invoice to be sent by the Finance department. Upon proof of payment, the FOI Coordinator will request the records from the Fire Chief. Once the records have been received, the FOI Coordinator will redact relevant information pursuant to the *Freedom of Information and Protection of Privacy Act*, and release the records under the signature of the Head for Freedom of Information and Protection of Privacy. Should payment not be received within 30 days of invoicing, the file will be abandoned.

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

The proposed fees do not include GST which will be added at the time of invoicing. Staff are proposing that the revenue received be applied towards the records management budget in the Clerks department.

f) **Policy Implications:**

An amendment to the Fees and Charges Bylaw No. 7137-2015 is required to add fees for Fire Department records. Appendix A – Miscellaneous Finance Fees and Charges Amending Bylaw No. 7413-2017

g) **Alternatives:**

That staff continue to process fire records requests pursuant to the *Freedom of Information and Protection of Privacy Act* where the only fees collected are those outlined in the *Act*.

CONCLUSIONS:

The fees and process change proposed for the handling of Fire record requests is becoming common practice amongst municipalities. Staff are comfortable with the proposed fees reflecting the costs of processing and will periodically review the fees charged by other municipalities to ensure our fees are comparable with others.

Prepared by: Stephanie Nichols, Records Management / FOI Coordinator

Approved by: Laurie Darcus, Manager of Legislative Services

Approved by: Howard Exner, Fire Chief

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

APPENDIX A

CITY OF MAPLE RIDGE

BYLAW NO. 7413-2017

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

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

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

1. This Bylaw may be cited as "Maple Ridge Miscellaneous Finance Fees and Charges Amending Bylaw No. 7413-2017."

2. That Maple Ridge Miscellaneous Finance Fees and Charges Bylaw No. 7137-2015, be amended as follows:

   a) That Schedule 1, be amended by adding the following fees as section 7:

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

READ a first time the _____day of _____, 2018.

READ a second time the _____day of _____, 2018.

READ a third time the _____day of _____, 2018.

ADOPTED the _____day of _____, 2018.

_____ _____

PRESIDING MEMBER CORPORATE OFFICER