

City of Maple Ridge

COMMITTEE OF THE WHOLE

AGENDA

January 19, 2021

1:30 p.m.

Virtual Online Meeting including Council Chambers

*Committee of the Whole is the initial venue for review of issues. No voting takes place on bylaws or resolutions. A decision is made to send an item to Council for debate and vote or to send an item back to staff for more information or clarification before proceeding to Council.
The meeting is live streamed and recorded by the City of Maple Ridge.*

For virtual public participation during Public Question Period register by going to www.mapleridge.ca/640/Council-Meetings and clicking on the meeting date

1. CALL TO ORDER
2. ADOPTION AND RECEIPT OF MINUTES
 - 2.1 Minutes of the Committee of the Whole Meeting of January 5, 2021
3. DELEGATIONS / STAFF PRESENTATIONS (10 minutes each)
4. PLANNING AND DEVELOPMENT SERVICES

Note:

- *Owners and/or Agents of development applications on this agenda may be permitted to speak to their item with a time limit of 10 minutes.*
- *The following items have been numbered to correspond with the Council Agenda where further debate and voting will take place, upon Council decision to forward them to that venue.*

1101 Application Timeline Extension Consideration Due to COVID-19 Pandemic

Staff report dated January 19, 2021 recommending that Clause 11 of the Development Procedures Bylaw No. 5879-1999 be waived for a period of one year for rezoning applications containing a zone amending bylaw granted third reading and due to expire in the year 2021 and that the normal inactive rezoning application fee be required upon each application's expiry date in 2021.

1102 2019-046-CP, Albion Area Plan Update (North East Albion)

Staff report dated January 19, 2021 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7698-2021 to integrate the North East Albion Area Concept Plan into the Albion Area Plan be given first reading.

1103 2020-413-RZ, 10366 240 Street, RS-2 to RM-1

Staff report dated January 19, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7699-2021 to rezone from RS-2 (Single Detached Suburban Residential) to RM-1 (Low Density Townhouse Residential) to permit construction of approximately 30 townhouse units be given first reading and that the applicant provide further information as described on Schedules C, D, E and G of the Development Procedures Bylaw No. 5879-1999.

1104 2020-421-RZ, 12026 Dunbar Street and 22137 Dewdney Trunk Road, RS-1 to C-3

Staff report dated January 19, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7690-2020 to rezone from RS-1 (Single Detached Residential) to C-3 (Town Centre Commercial), to permit future construction of a six storey mixed use commercial / residential apartment building with approximately 100 units, two levels of underground residential parking and commercial units on the ground floor 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 required for an Intensive Residential Development Permit and a Subdivision application.

1105 2020-402-RZ, 20629 119 Avenue, Site Specific Text Amendment

Staff report dated January 19, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7697-2021 for a site-specific text amendment to the CS-1 (Service Commercial) zone to allow services limited to licensed health service providers to include on site chiropractic services be given first and second readings and be forwarded to Public Hearing.

1106 2018-448-RZ, 12061 Laity Street, Heritage Designation and Revitalization

Staff report dated January 19, 2021 recommending that Maple Ridge Heritage Designation and Revitalization and Tax Exemption Bylaw No. 7532-2019 to provide heritage protection for the historic Gillespie Residence be given second reading as amended and be forwarded to Public Hearing.

5. ENGINEERING SERVICES

1131 Latecomer Agreement LC 173/20

Staff report dated January 19, 2021 recommending that the Corporate Officer be authorized to sign and seal Latecomer Agreement LC 173/20 for property located at 22032 119 Avenue.

6. CORPORATE SERVICES

7. PARKS, RECREATION & CULTURE

1171 Award of Contract: ITT-PL20-11 Emergency Generator Supply and Installation at City of Maple Ridge Operations Centre

Staff report dated January 19, 2021 recommending that Contract ITT-PL20-11 Emergency Generator Supply and Installation at City of Maple Ridge Operations Centre be awarded to Glenco Electric Ltd., that a contingency be established and that the Corporate Officer be authorized to execute the contract.

1172 COVID-19 Resilience Infrastructure Stream Grant Opportunity

Staff report dated January 19, 2021 recommending that an application for grant funding for the Albion Park Playground Replacement project be submitted through the Investing in Canada Infrastructure Program - COVID-19 Resilience Infrastructure Stream.

1173 Katie's Place Lease Renewal

Staff report dated January 19, 2021 recommending the renewal of the Katie's Place Domestic Animal Response and Education Society lease for a period of three years and that the Corporate Officer be authorized to execute the lease.

1174 Thornhill Community Association Hall Lease Renewal

Staff report dated January 19, 2021 recommending the renewal of the Thornhill Community Association Lease for the Thornhill Community Hall for a period of three years and that the Corporate Officer be authorized to execute the lease.

8. ADMINISTRATION

9. ADJOURNMENT

10. COMMUNITY FORUM

COMMUNITY FORUM

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

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

During the COVID-19 health emergency it is important to ensure that our democratic processes continue to function and that the work of the City remains transparent for all citizens. We are doing business a bit differently during this time as we balance the health and safety of citizens and staff with our democratic processes. While City Hall is now open to the public, Council meetings are being held virtually and only necessary staff are present. In-person attendance by the public at Council meetings is not available and we encourage the public to watch the video recording of the meeting via live stream or any time after the meeting via <http://media.mapleridge.ca/Mediasite/Showcase>.

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

For detailed information on how to register for the meeting of interest, please refer to <https://www.mapleridge.ca/DocumentCenter/View/24663/Launch-Virtual-Meeting>

If you have a question or comment that you would normally ask as part of Community Forum, you can email clerks@mapleridge.ca before **1:00 p.m. on the day of the meeting** and your questions or comments will be shared with Council. If you miss this deadline staff will respond to you in writing as soon as possible.

As noted, during the COVID-19 health emergency, we will be using new virtual tools to ensure that citizens' voices are being heard as part of our meetings. We thank citizens for their support as we try innovative approaches to keep us all connected even as we separate to stop the spread of COVID-19.

For more information contact:

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

APPROVED BY:


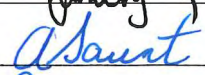
DATE:


PREPARED BY:

DATE:

CHECKED BY:

DATE:


January 14, 2021

Jan 14, 2021


Jan 14/21

City of Maple Ridge

COMMITTEE OF THE WHOLE MEETING MINUTES

January 5, 2021

The Minutes of the Committee of the Whole Meeting held on January 5, 2021 at 1:30 p.m. virtually and in Council Chambers of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT

Elected Officials

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

Appointed Staff

A. Horsman, Chief Administrative Officer
D. Boag, General Manager Parks, Recreation & Culture
C. Carter, General Manager Planning & Development Services
C. Crabtree, General Manager Corporate Services
S. Nichols, Corporate Officer
D. Pollock, General Manager Engineering Services
T. Thompson, Chief Financial Officer

Other Staff as Required

T. Baker, Planning Technician
M. Baski, Planner
D. Hall, Planner 2
A. Kopystynski, Planner
M. McMullen, Manager of Planning and Environmental Services
T. Melser, Planning Technician
R. Tardif, Planner

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

Note: Due to the COVID-19 pandemic Councillor Duncan, Councillor Robson and Councillor Yousef chose to participate electronically.

1. **CALL TO ORDER**

2. **ADOPTION AND RECEIPT OF MINUTES**

2.1 Minutes of the Committee of the Whole Meeting of December 1, 2020

It was moved and seconded

That the minutes of the December 1, 2020 Committee of the Whole Meeting be adopted.

CARRIED

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

2.1

4. *PLANNING AND DEVELOPMENT SERVICES*

1101 2020-250-RZ, 23939 Fern Crescent, RS-2 to RS-1b

Staff report dated January 5, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7692-2020 to rezone from RS-2 (Single Detached Suburban Residential) to RS-1b (Single Detached (Medium Density) Residential) to permit a future subdivision of five lots be given first reading and that the applicant provide further information as described on Schedules A, B, E, F, G, and J of the Development Procedures Bylaw No. 5879-1999, along with the information required for a Subdivision application.

C. Goddard, Director of Planning, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That the staff report dated January 5, 2021 titled "First Reading, Zone Amending Bylaw No. 7692-2020, 23939 Fern Crescent" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

1102 2020-256-RZ, 12333 227 Street, RS-1 to R-2

Staff report dated January 5, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7694-2020 to rezone from RS-1 (Single Detached Residential) to R-2 (Single Detached (Medium Density) Urban Residential) to permit a future subdivision of two lots be given first reading, that the Bylaw not proceed to second reading until an OCP amendment process is concluded, and that the applicant provide further information as described on Schedules A and B of the Development Procedures Bylaw No. 5879-1999, along with the information required for a Subdivision application.

C. Goddard, Director of Planning, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That the staff report dated January 5, 2021 titled "First Reading, Zone Amending Bylaw No. 7694-2020, 12333 227 Street" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

1103 2020-403-RZ, 12077 240 Street and 12079 240 Street, RS-3 to R-1

Staff report dated January 5, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7695-2020 to rezone from RS-3 (Single Detached Rural Residential) to R-1 (Single Detached (Low Density) Urban Residential) to permit a future subdivision of four 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.

C. Goddard, Director of Planning, provided a summary presentation and staff answered Council questions.

Note: Councillor Yousef left the meeting at 2:09 p.m.

It was moved and seconded

That the staff report dated January 5, 2021 titled "First Reading, Zone Amending Bylaw No. 7695-2020, 12077 240 Street and 12079 240 Street" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

Note: Councillor Yousef was absent for the vote and reentered the meeting at 2:12 p.m.

1104 2020-411-RZ, 21429 121 Avenue, RS-1 to R-1

Staff report dated January 5, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7689-2020 to rezone from RS-1 (Single Detached Residential) to R-1 (Single Detached (Low Density) Urban Residential) to permit a future subdivision of 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.

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

It was moved and seconded

That the staff report dated January 5, 2021 titled "First Reading, Zone Amending Bylaw No. 7689-2020, 21429 121 Avenue" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

1105 2017-473-DVP, 2017-473-DP, 13616 and 13660 232 Street

Staff report dated January 5, 2021 recommending that the Corporate Officer be authorized to sign and seal 2017-473-DVP to provide variances for highest building face height, length of the building face, maximum height, maximum height for an accessory building, front yard setbacks, and lot width for specified townhouse lots, and to provide front and rear yard setback variances for specified single family lots, and that the Corporate Officer be authorized to sign and seal 2017-473-DP to permit the development of approximately ten street townhouse units, and thirteen single family lots.

M. Baski, Planner, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That the staff report dated January 5, 2021 titled "Development Variance Permit, Development Permit, 13616 and 13660 232 Street" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

1106 2020-308-DVP, 2020-308-DP, 24018 112 Avenue

Staff report dated January 5, 2021 recommending that the Corporate Officer be authorized to sign and seal 2020-308-DVP to provide variances for the requirement for concealed parking for the apartment uses and the allowable height for a commercial building in the C-5 zone, and that the Corporate Officer be authorized to sign and seal 2020-308-DP to permit the construction of a commercial building with eight rental apartments on the second storey.

The Director of Planning introduced the new planner, R. Tardif, who provided a summary presentation. Staff answered Council questions.

It was moved and seconded

That the staff report dated January 5, 2021 titled "Development Variance Permit and Development Permit, 24018 112 Avenue" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

1107 2020-211-DVP, 2020-211-DP, 11280 Pazarena Place

Staff report dated January 5, 2021 recommending that the Corporate Officer be authorized to sign and seal 2020-211-DVP to provide variances for the setback from an interior side lot line and the accessory building height, and that the Corporate Officer be authorized to sign and seal 2020-211-DP to permit construction of an amenity building associated with the Polygon Provenance project.

A. Kopystynski, Planner, provided a summary presentation and staff answered Council questions.

Note: Councillor Duncan declared a conflict of interest at 2:57 p.m. as her parents own property adjacent to the property.

It was moved and seconded

That the staff report dated January 5, 2021 titled "Development Variance Permit Development Permit, 11280 Pazarena Place" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

Note: Councillor Duncan returned at 2:58 p.m.

1108 2019-370-DVP, 14155 Marc Road

Staff report dated January 5, 2021 recommending that the Corporate Officer be authorized to sign and seal 2019-370-DVP to provide variances for the rear yard setbacks for a specified lot, the height restriction for the R-1 and R-2 lots, and for the recess between the attached garage face and principal building face for specified lots.

D. Hall, Planner, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That the staff report dated January 5, 2021 titled "Development Variance Permit, 14155 Marc Road" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

1109 2020-400-DVP, 25241 Dewdney Trunk Road

Staff report dated January 5, 2021 recommending that the Corporate Officer be authorized to sign and seal 2020-400-DVP to provide variances for the maximum area and maximum depth of the farm home plate, and the maximum height for an accessory building in the Agriculture Land Reserve.

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

It was moved and seconded

That the staff report dated January 5, 2021 titled "Development Variance Permit, 25241 Dewdney Trunk Road" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

Note: Councillor Yousef left the meeting at 3:12 p.m. and returned at 3:14 p.m. after the vote was called.

1110 2020-083-DP, 24305 and 24303 101A Avenue

Staff report dated January 5, 2021 recommending that the Corporate Officer be authorized to sign and seal 2020-083-DP to permit the development of five single family residential lots.

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

It was moved and seconded

That the staff report dated January 5, 2021 titled "Intensive Residential Development Permit, 24305 and 24303 101A Avenue" be forwarded to the Council Meeting of January 12, 2021.

CARRIED

5. ENGINEERING SERVICES – Nil

6. CORPORATE SERVICES

1151 Community Emergency Preparedness Fund - Evacuation Route Planning Grant Application

Staff report dated January 5, 2021 recommending that the Evacuation Route Planning Grant application be supported.

J. Clelland, Assistant Fire Chief – Fire Prevention & Emergency Planning, reviewed the staff report and answered Council questions.

It was moved and seconded

That the staff report dated January 5, 2021 titled “Community Emergency Preparedness Fund - Evacuation Route Planning Grant Application” be forwarded to the Council Meeting of January 12, 2021.

CARRIED

7. PARKS, RECREATION & CULTURE – Nil

8. ADMINISTRATION – Nil

9. ADJOURNMENT – 3:33 p.m.

Mayor M. Morden, Chair
Presiding Member of the Committee



mapleridge.ca

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Application Timeline Extension Consideration Due to Covid 19 Pandemic

MEETING DATE: January 19, 2021
FILE NO:
MEETING: C o W

EXECUTIVE SUMMARY:

This report seeks Council approval to waive Clause 11 of the Development Procedures Bylaw 5879-1999 which sets an 18 month time limit to complete all rezoning applications after third reading is granted. There are approximately 28 applications sitting at third reading, of which 16 will expire at various points in 2021. They represent a significant amount of work and value for the years 2017, 2018 and 2019.

A one year waiver is being suggested due to the experienced impacts of Covid 19 in 2020 on the timelines of applicants and a desire to not impose additional hardship on applicants and their employees. There is also a desire to emerge out of the pandemic with more applications ready to break ground than would otherwise occur should a one year extension not be granted and these applications were to start over again in the approval process. It is suggested Council pass a resolution extending all applications currently at third reading through to the end of 2021, regardless of their current mandatory bylaw expiry dates. It is likely, although not certain yet, that the pandemic's impacts will be minimized by the end of 2021. However, should this not be the case, Council could review this matter again in the latter part of 2021 and extend the timeline waiver further.

RECOMMENDATION:

1. That Clause 11 of the Development Procedures Bylaw No. 5879-1999 be waived for a period of one year between January 1, 2021 and December 1, 2021, for any rezoning applications containing a zone amending bylaw currently granted third reading and due to expire in the year 2021.
2. That the normal inactive rezoning application fee of \$678.00 be required upon the date of each application's expiry date in 2021.

DISCUSSION:

The Covid 19 pandemic has proven to be a significant public health emergency. It also has had significant impacts to the economic activity of our community and municipal business. Efforts should be made to lessen these impacts where possible. While it is appearing more hopeful that the impacts of the pandemic may lessen in 2021, this is not certain.

In an effort to assist applicants, planning staff have been reviewing the development related files and have discovered a significant number of rezoning applications are due to expire at various points in 2021. The Development Procedures Bylaw 5879-1999 contains a clause that requires inactive rezoning applications to be closed within 18 months of receiving third reading. There is a 6 month

possible extension granted by the Director of Planning if applicants are at the cusp of completing their rezoning requirements and need a little more time. The intention of Clause 11 was to encourage applicants to complete their projects in a timely manner and to avoid burdening staff with inactive files at the expense of active applications. Clause 11 reads as follows: "A zone amending application will be closed 18 months following the date of third reading of the zone amending bylaw except where the applicant has applied for a bylaw extension and received an extension..."

The application of Clause 11 would likely trigger the mandatory closure of as many as 16 projects in 2021. The possible loss of these applications represent a significant economic value for the local economy and the community at a time where such activity may be critical to help recover from the impacts of the pandemic.

Therefore, it is recommended that Council consider waiving Clause 11 (mandatory file closure) of the Development Procedures Bylaw 5879-1999 for a one year period, to the end of 2021 for all rezoning applications currently at third reading. Such a move will give applicants additional time to evaluate their projects in the emerging post-Covid environment and hopefully allow them to proceed to development. An extension fee of \$678.00 is normally charged to extend an inactive rezoning application. It is suggested this fee still be charged to maintain the file through 2021.

CONCLUSION:

In an effort to prime economic activity in 2021 and beyond, it is recommended that Council grant an additional year (2021) for all rezoning applications due to expire in 2021 and that the extension fee of \$678.00 still be required. Council may wish to consider a further time extension in the fullness of time.

"Original signed by Chuck Goddard"

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

"Original signed by Christine Carter"

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

"Original signed by Al Horsman"

Concurrence: **Al Horsman**
Chief Administrative Officer

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Albion Area Plan Update (North East Albion)
Official Community Plan Amending Bylaw No. 7698 - 2021
First Reading

MEETING DATE: January 19, 2021
FILE NO: 2019-046-CP
MEETING: C o W

EXECUTIVE SUMMARY:

On October 1, 2019 the draft North East Albion Land Use and Servicing Concept Plan (now referred to as the North East Albion Area Concept Plan) was endorsed by Council. Since receiving Council endorsement, development applications in the North East Albion Area are being evaluated for alignment with the North East Albion Area Concept Plan. Continuing through the policy formation process, Official Community Plan Amending Bylaw No. 7698-2021 (Appendix A) is intended to insert the policies and land use designations for the North East Albion Area into the Albion Area Plan.

The North East Albion Area Concept Plan emphasizes the economic and social objectives of the community while balancing the development of a 'complete community' by integrating environmental stewardship, the protection of natural resources and the preservation of ecosystems. The Concept Plan envisions residential pockets nestled between existing watercourses, linked by a network of pathways and trails. The focus of the Plan is to create multi-family development around commercial and amenity nodes, offering residents gathering spaces and commercial opportunities. Residential areas sensitively scale down into surrounding single family neighbourhoods. A multi-modal network links neighbourhood amenities, such as parks, an elementary school and shopping nodes, within the community and to the larger Albion Area and Kanaka Creek Regional Park. The Concept Plan is reflective of the consultation with area residents and other stakeholders in 2019, with an aim for balance; balance of the research insights and community interests, along with the policy expectations for Albion as one of the City's growth neighbourhoods. To implement this vision, new land use designations, policies, maps and figures are included with this update to the Albion Area Plan.

Following Council comment on the outcomes of the public consultation process, conducted in 2019, and Council direction at the October 1, 2019 Council Workshop Meeting, Official Community Plan Amending Bylaw No. 7698-2021, to integrate the North East Albion Area Concept Plan into the Albion Area Plan, has been prepared and brought forward for Council consideration of First Reading.

RECOMMENDATIONS:

1. That 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 Improvement 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 referral process, public open house, and early posting of the proposed Official Community Plan amendments on the City's website, together with an invitation to the public and Metro Vancouver to comment.

2. That Official Community Plan Amending Bylaw No. 7698 – 2021 be given First Reading.

1.0 CONTEXT:

1.1 Background

In May 2018, Council received a development application (2018-217-RZ) from Epic Homes to rezone four properties located in the northeast section of the Albion Area Plan (North East Albion Area). The North East Albion Area was identified in policy as an area requiring future land use and servicing assessments. Specifically, existing policies raise questions regarding the sequence of development and impacts to servicing systems and identify the need for a renewed land use assessment to evaluate future residential, commercial, recreational, and servicing needs.

To address the identified land use issues, Council endorsed a planning process, for preparation of a Land Use and Servicing Concept Plan for North East Albion, that would be undertaken collaboratively with the applicant. Once endorsed by Council, such a Concept Plan would then be used to guide the preparation and evaluation of specific development proposals in the North East Albion Area, beginning with the current application of 2018-217-RZ.

Following Council's direction to initiate the North East Albion Land Use and Servicing Concept Planning Process, staff collaborated with a consultant team (funded through a cost-recovery approach by the applicant) and completed a background review and research to inform the development of the draft Neighbourhood Concept Plan(s). This review covered relevant City policies, as well as those of institutional stakeholders (i.e. School District 42, Metro Vancouver Parks); transportation networks; environmental systems and features; site servicing capacities (i.e. water, sanitation, and stormwater); as well as housing and land use economic analyses.

This foundational research effort identified many opportunities and constraints within the North East Albion Area lands and, in doing so, formed the basis for the subsequent community engagement process. Staff and the team of consultants undertook an extensive engagement process to gain insights from landowners and community residents, which included "Pop Up with a Planner" days, Stakeholder Workshops, Landowner Workshops, a Technical Design Charrette, as well as two Public Open Houses and associated community surveys.

Overall, what was heard through the public engagement process suggested the need for a balance between retaining the environment and its character, while accommodating new development opportunities. Key messages that were heard:

- Natural features should serve as key elements of the draft Concept Plan, including bordering environmental areas with multi-family development for stewardship purposes and the identification of significant tree clusters.
- General support for the location of the co-located Elementary School and Neighbourhood Park.
- Appreciation for the integration of community amenities, including local parks and trail network and creating local hubs; clustering community amenities (i.e. park and commercial services); and incorporating a variety of housing types to improve housing choice and opportunity for residents.
- Comments that future land uses should ensure the right 'fit' in this area, so as to minimize impacts to existing and rural neighbourhoods. Comments were also received regarding the need for more townhomes (or smaller residential units) to improve homeownership

opportunities in the area and specifically call for some currently designated single-family areas to have a multi-family future.

- Comments calling for additional wildlife corridors, given particular concern for the resident bear population, and greenspaces for the area.
- Interest in the sort of services or shops that may be available at the Commercial Node(s) and through the Neighbourhood Parks.
- Need for a local traffic transportation network, including consideration of the impacts of any future east-west connectivity through to Grant Hill and request for consultation on this strategic transportation connection.
- Frustration with expansive development trends within the City, without the employment and transportation infrastructure to support the future residents.
- Acceleration of the co-located park & elementary school planning process, as well as consideration for future secondary school capacity.
- Appreciation for the proposed storm water management strategy and focus on environmental features.
- Appreciation for the consultation process and efforts to integrate community and stakeholder comments.

Throughout the North East Albion Planning process, 402 letters and 11,550 post-cards have been sent to landowners and Albion Area residents in addition to multiple e-mails sent out to interested residents on the North East Albion Email Update list.

On October 1, 2019 the draft North East Albion Land Use and Servicing Concept Plan was endorsed by Council, bringing the cost recovery land use and servicing planning process to an end. Since endorsement was received, development applications in the North East Albion Area have been evaluated for alignment with the North East Albion Area Concept Plan.

1.2 In-stream Development Applications

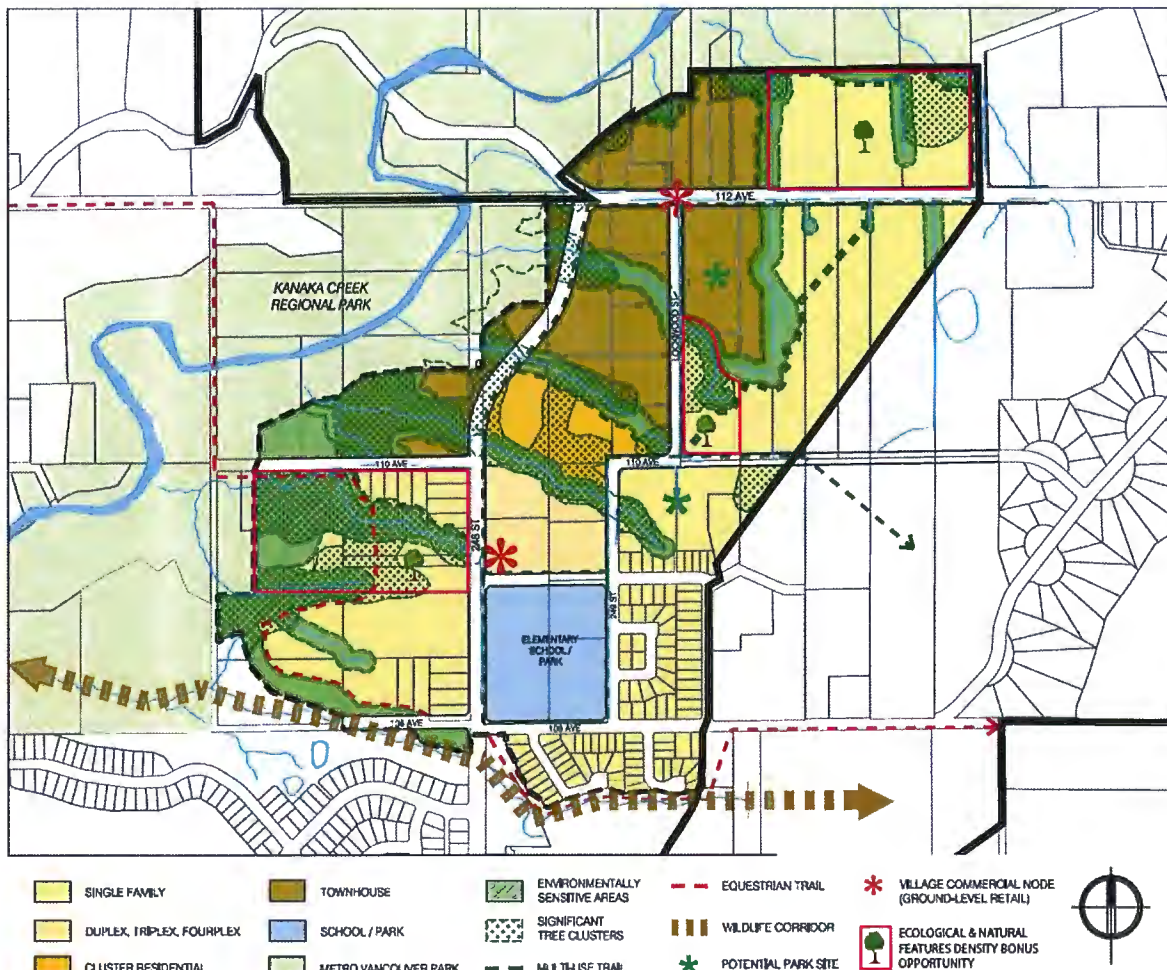
Since October 1, 2019 to present, there are four development applications in-stream within the North East Albion, largely situated along the 112th Ave corridor to the north of the area. These development applications include a range of single detached housing forms, multi-family developments, some community amenities and a commercial node and once approved, will bring the northern section of the Concept Plan to life.

2.0 DISCUSSION

2.1 North East Albion Area Concept Plan Overview

The North East Albion Area Concept Plan (Official Community Plan Amending Bylaw No. 7698-2021) emphasizes the development of a 'complete community', by integrating environmental stewardship, the protection of natural resources, and the preservation of ecosystems, while balancing the social and economic objectives of the community. The Concept Plan envisions residential pockets nestled between existing watercourses, linked by a network of pathways and trails. The Concept Plan focuses multi-family development around commercial and amenity nodes; offering residents gathering spaces and commercial opportunities. Residential areas sensitively scale down into surrounding single detached neighbourhoods. A multi-modal network links neighbourhood amenities, such as parks, an elementary school and shopping nodes within the community and to the larger Albion Area and Kanaka Creek Regional Park. The Concept Plan is reflective of the consultation with area residents and other stakeholders in 2019, and represents an attempt at balance; balance of the many research insights and community interests revealed along with the policy expectations for Albion as one of the City's growth neighbourhoods.

Figure 1 – North East Albion Area Concept Plan:



The Concept Plan has been developed with the intent to protect fish and fish habitat, minimize potential for stream erosion, prevent surface flooding, and ensure major storm conveyance systems are capable of safely conveying significant flows and minimize damage to life and properties under extreme storm conditions. Significant tree stands, that are not already protected through existing legislation, bylaws, or policies, are encouraged to be maintained through thoughtful site design and possible bonus density provisions. Such significant tree stands are primarily located within existing riparian areas and are critical to maintaining and improving watercourse health and habitat. Watercourses and steep slopes will be protected to preserve environmental health and integrity throughout the North East Albion Area.

Kanaka Creek Regional Park provides valuable habitat for wildlife as well as movement corridors. Through the draft Concept Plan, existing movement corridors along Kanaka Creek and Grant Hill will be preserved and enhanced in support of wildlife conservation and resident safety. Furthermore, the Concept Plan proposes to buffer Kanaka Creek Regional Park where wildlife travels currently. This buffer, coupled with landscaping and stormwater management features, will improve wildlife passage in and around the North East Albion Area.

The Concept Plan proposes a co-located park and elementary school with a sports field, playground, pathways to meet the needs of the growing community. As parks and open spaces are important components of complete, liveable communities, additional neighbourhood parks are also proposed for the North East Albion Area. While specific park amenities will be determined later through the park

design process, which will include neighbourhood engagement, typical neighbourhood park amenities include: playgrounds, sports courts, splash pads, looping pathways, open areas and seating areas. Off-leash dog parks will also be integrated through this process.

A key feature of the draft Concept Plan is a 'Spine Trail', which will connect the northern portion of North East Area (including the trailhead to Kanaka Creek Regional Park) to the co-located school and park site in the south as well as serve as an important stormwater feature that celebrates and protects the water resources of the area. A series of connected ponds will be woven into the trail system. A similar landscape feature will also be integrated into a Northern Greenway trail along the Metro Vancouver Parks border at the north end of the area.

In terms of housing mix, the proposed residential land uses are reflective of what the City is experiencing in Albion South and Albion North today, both in terms of number of units and projected populations, while striving to offer flexibility in housing choice as well as affordability levels. Secondary suites and detached garden suites may also be incorporated, subject to other City policy and zoning regulations within the North East Albion Area.

2.2 North East Albion Area Land Use Designations

In order to implement the North East Albion Area Concept Plan, Official Community Plan Amending Bylaw No. 7698-2021 introduces new land use designations into the Albion Area Plan.

Single-Family allows detached dwellings on a range of lot sizes. This designation helps protect the rural edge by sensitively locating larger lot sizes adjacent to the eastern Plan boundary while permitting smaller lot sizes closer to the community nodes. The designation also includes potential for including secondary suites and/or detached garden suites.

X-Plex (Duplex, Triplex, Fourplex) is intended for buildings joined by a common party wall or strata building, such as duplex, triplex and fourplex forms.

Cluster Residential recognizes that there are areas within North East Albion that are environmentally sensitive, and as such, is intended to accommodate development by promoting integrated site designs that consider the natural features and topography of the area. The designation is intended for clustered forms of ground-oriented multi-family units, including townhouse, courtyard and fourplex units that minimizes impacts to the land and environment.

Townhouse permits multi-family housing forms. This designation is in areas with access to arterial transportation routes, commercial areas, as well as public amenities. While intended for the Townhouse form, there may be circumstances where smaller single-family residential forms may be incorporated into a townhouse site, with the focus on minimizing the development footprints on the land.

2.3 North East Albion Policies

Some of the existing Albion Area Plan policies have been updated, where appropriate, but the large majority of OCP Amending Bylaw No. 7698-2021 is to integrate North East Albion Area policies into the Official Community Plan. The sections of the updated Albion Area Plan will be expanded to reference subject headings for added clarity. The complete set of policies is included in Official Community Plan Amending Bylaw No. 7698-2021, which is attached as Appendix A.

2.4 North East Albion Area Maps and Figures

With Official Community Plan Amending Bylaw No. 7698-2021, the Albion Area Plan will be updated and include additional Schedules and Figures. Schedule 1 will remain the Albion Area Plan and Schedule 2 will be updated to reflect the endorsed North East Albion Area Concept Plan. An additional

six Figures will also be integrated into the Albion Area Plan in order to illustrate key features and proposed amenities for the North East Albion Area.

2.5 North East Albion Area Servicing Strategy

The document endorsed in October 2019 included a detailed Servicing Strategy for the North East Albion Area. As this level of detail does not typically become embedded in an Official Community Plan, a Council Policy encapsulating the servicing details will accompany the future Second Reading report. The intent of incorporating the Servicing Strategy into a Council Policy would be to facilitate the development application process by being flexible and adaptive but also technically accurate to ensure design standards are met.

i) Transportation

The North East Albion Area Concept Plan introduces new land uses to the area, and as such, modifies the road network and the anticipated standards of the existing roads. For example, the section of 112th within the North East Albion Area is anticipated to be constructed to an arterial standard through the development process. New roads will be introduced, such as the extension of 248th Street through to 112th Avenue, and groundtruthing through the development process, utilizing current design standards, will determine their exact location and ensure feasibility of operation for a range of users.

In addition to road segments within the North East Albion Area, roads that are adjacent to the North East Albion Area, such as 112th and the 112th Ave – 108th Street Connector, will continue to be reviewed and evaluated as development applications come forward. The outcomes of each road segment review will be incorporated into the upcoming review of the City's Strategic Transportation Plan.

ii) Sanitary Service

The North East Albion Area is not currently serviced with sanitary sewer other than for a small portion of land at the south end that is serviced by the southern Albion Area system. The North East Albion Area Concept Plan provided a sanitary servicing framework on how the remainder of the North East Albion Area could be integrated into the overall master sanitary plan of the City.

The North East Albion Area is proposed to be serviced primarily by a municipal pump station located on 112th Avenue, just east of the Kanaka Creek Bridge. This pump station would service the area not currently being serviced by the southern Albion Area system. Many technical details, including site-specific considerations for the required pump station, are still being resolved and involve consultation with Metro Vancouver Parks. Ultimately, the implementation of the North East Albion Area Concept Plan will be subject to the resolution of these issues.

iii) Stormwater Management

The North East Albion Area Concept Plan outlines a vision and strategy for sustainable water stewardship practices. To maximize groundwater protection and water conservation, stormwater management best practices, including visible stormwater management features, are integrated throughout the Plan and embedded in the forthcoming Council Policy, discussed above.

At time of site-specific development, geotechnical investigations will be required to include a groundwater impact assessment and impact mitigation measures in order to protect Kanaka Creek and drinking water resources. Many technical details will need to be resolved on a site-by-site basis and implementation of the North East Albion Area Concept Plan will be subject to the resolution of these factors during the development application process.

iv) Water

The North East Albion Area is not currently serviced with water other than for a small portion of previously developed land at the south end that is serviced by the 108 Avenue system. The North East

Albion Area Concept Plan provided a 'water analysis' to determine appropriate infrastructure requirements, including trunk sizes and system pressures. As such, the area is proposed to be serviced by the existing Albion infrastructure, with redundancy provided from the Grant Mountain Reservoir.

2.6 North East Albion Area and the City of Maple Ridge Zoning Bylaw

The implementation of the North East Albion Area Concept Plan takes place in conjunction with the City's Zoning Bylaw.

i) North East Albion Area Zoning Matrix

Official Community Plan Amending Bylaw No. 7698-2021 includes a zoning matrix to identify which zones are permitted under each land use designation. This form of matrix already exists in the Albion Area Plan today and has been updated to reflect the new land uses proposed for this area. In some cases, new land uses will come with new or modified zones. These proposed amendments to the City's Zoning Bylaw will accompany the Second Reading Report. Should a development application proceed in advance of the OCP amendment process, the zone amendments would come forward at that time.

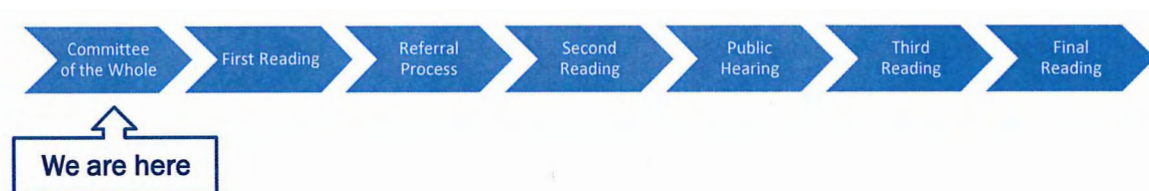
ii) North East Albion Amenity Contributions

The North East Albion Area Concept Plan proposes a variety of amenities, including: neighbourhood park space, multi-use pathways, trail connections, stormwater galleries and affordable housing opportunities. Typically, neighbourhood amenities can be provided at the time of new development, through tools such as site specific dedications and development cost charges. In addition, as part of the greater Albion Area Plan, the density bonus program and its amenity contribution rates assist in the delivery of neighbourhood amenities. Together, the existing Albion Density Bonus program and City-wide Community Amenity Contribution program can support the delivery of the envisioned North East Albion amenities.

One small amendment that is being proposed under the North East Albion Area Concept Plan to the existing Albion Density Bonus Program, is to incorporate the proposed density bonus option for commercial properties to the Albion Area. It is proposed that additional residential floorplace would be permitted, for a fee, above ground-floor commercial. This would be reflective of the City-wide density bonus regulations, adopted by Council in 2019. This amendment to the Zoning Bylaw would also come forward with the Second Reading Report.

Providing further flexibility for development in specific areas identified on the concept plan, background studies, technical review, and the public process of 2019 determined areas with significant environmental and ecological value should, if preserved, provide opportunity for additional floorspace or a reduction in permitted lot sizes in these areas. In-stream applications have already taken advantage of this opportunity, and Official Community Plan Amending Bylaw No. 7698-2021 will establish the policy framework.

Figure 2 - OCP Amending Bylaw Process



3.0 STRATEGIC ALIGNMENT:

Implementing strategic plans related to local infrastructure and the economy, including neighbourhood plans, is a Council priority as established under its Growth pillar of the 2019-2022 City of Maple Ridge Strategic Plan.

4.0 POLICY IMPLICATIONS

The North East Albion Area has been identified in policy as an area requiring future land use and servicing assessments. Specifically, existing policies raise questions regarding the sequence of development and impacts to servicing systems, and identify the need for a renewed land use assessment to evaluate future residential, commercial, recreational, and servicing needs. The integration of the North East Albion Area Concept Plan into the Official Community Plan responds and addresses these questions and processes.

5.0 INTERGOVERNMENTAL IMPLICATIONS:

Should Official Community Plan Amending Bylaw No. 7698-2021 receive First Reading, staff will begin the official referral process. School District No. 42 and Metro Vancouver have been involved throughout the 2019 process, along with in-stream development applications. Through these opportunities for dialogue, these stakeholders have indicated general support for the direction of the North East Albion Area Concept Plan, although formal comments have not yet been received. These comments will be included with the Second Reading Report.

6.0 INTERDEPARTMENTAL IMPLICATIONS:

Community Planning staff have been working collaboratively with our Development & Environment colleagues as well as with Engineering and Parks staff, on the integration of the North East Albion Area Concept Plan into the Official Community Plan. It is anticipated that these departments will continue to be involved throughout the development of the North East Albion Area.

7.0 FINANCIAL IMPLICATIONS

The integration of the North East Albion Area Concept Plan into the Official Community Plan is included in the Planning Department 2021 Work Program.

CONCLUSION:

Following Council comment on the outcomes of the public consultation process (conducted in 2019) and Council direction at the October 1, 2019 Council Workshop Meeting, wherein the North East Albion Concept Plan was endorsed, Official Community Plan Amending Bylaw No. 7698-2021 has been prepared to integrate the North East Albion Area Concept Plan into the Albion Area Plan. It is presented through this report for consideration of First Reading.

"Original signed by Amanda Grochowich"

Prepared by: **Amanda Grochowich, MCIP, RPP
Planner 2**

"Original signed by Chuck Goddard"

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

"Original signed by Christine Carter"

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

"Original signed by Al Horsman"

Concurrence: **Al Horsman
Chief Administrative Officer**

Appendix A: Official Community Plan Amending Bylaw No. 7698-2021

CITY OF MAPLE RIDGE

BYLAW NO.7698-2021

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 desirable to amend Schedule "A" to the Official Community Plan;

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No.7698-2021."
2. That Chapter 10 Area Planning is amended by removing and replacing the Albion Area Plan with 10.2 Albion Area Plan, a copy of which is attached hereto and forms a part of this bylaw as Schedule 1, following after 10.1 Area Planning and before 10.3 Silver Valley Area Plan.
3. Maple Ridge Official Community Plan Bylaw No. 7060-2014 as amended is hereby amended accordingly.

READ a first time the day of 202X.

READ a second time the day of 202X.

PUBLIC HEARING held the day of , 202X.

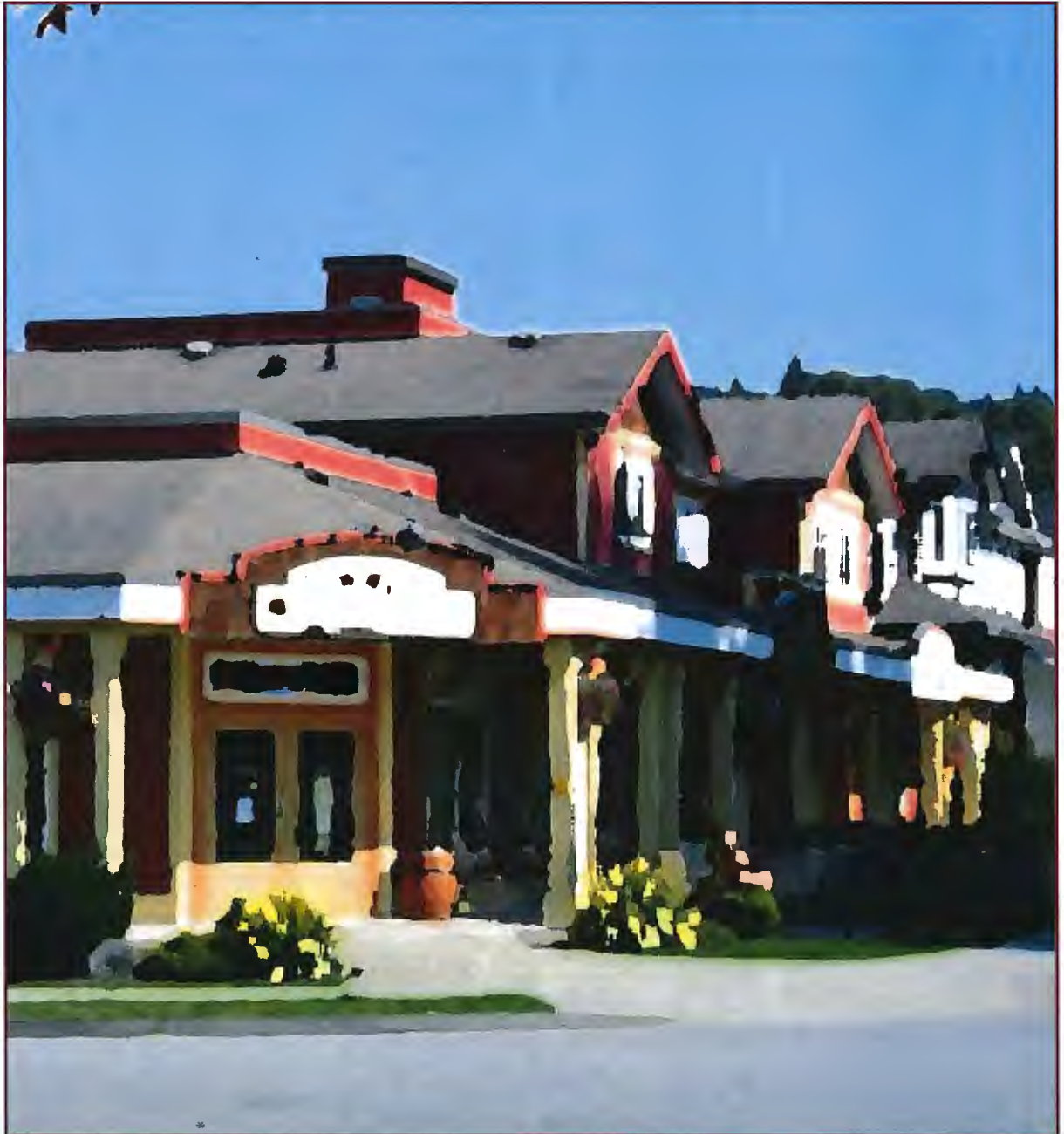
READ a third time the day of , 202X.

ADOPTED, the day of , 202X.

PRESIDING MEMBER

CORPORATE OFFICER

10.2 ALBION AREA PLAN



10.2 ALBION AREA PLAN

The following policies are adopted to guide development within the Albion urban area.

A land use designation describes an area of land within which a specific set of policies are intended to achieve orderly growth and development within the community.

10.2.1 LAND USE DESIGNATIONS

A. RESIDENTIAL DESIGNATIONS

The following residential land use designations are identified for the **Albion Area Plan** (Schedule 1), outside of the North East Albion area:

1. **Low Density Residential** corresponds with single family detached residential development at a low density urban standard with lot sizes at 2000 m² (half acre).
2. **Low-Medium Density Residential** corresponds with single detached or duplex housing with lot sizes ranging from 891 m² (9590 ft²) to 557 m² (5996 ft²).
 - a) notwithstanding the above, a minimum parcel area of “371m² (3993 ft²)” is only permitted for the properties located at Lot A Section 15 Township 12 New Westminster District Plan 22387 and Lot 1 Section 15 Township 12 New Westminster District Plan 7709.
3. **Medium Density Residential** allows for a range of housing styles and densities, including smaller lot single detached housing, townhouse and duplex dwelling units.

The following residential land use designations are identified for the **North East Albion Area** (Schedule 2):

1. **Single Family** allows detached dwellings on a range of lot sizes. The intent of the designation is to help protect the rural edge by sensitively locating larger lot sizes adjacent to the eastern Plan boundary while permitting smaller lot sizes closer to the community nodes. This designation also allows secondary suites and/or detached garden suites, where zoning permits.
2. **X-Plex (Duplex, Triplex, Fourplex)** is a residential use where dwelling units are joined by a common party wall and may take the form of a duplex, triplex, or fourplex.
3. **Cluster Residential** land use is located within areas that are environmentally sensitive and where some development may be accommodated through integrated site design that considers the natural features and topography of the area. The designation permits clustered forms of ground-oriented multi-family units, including townhouse, courtyard and fourplex units that minimizes impacts to the land and environment.
4. **Townhouse** permits multi-family housing forms. This designation is in areas with access to major corridors, commercial areas, as well as public amenities. While intended for Townhouse form, there may be circumstances where smaller single family residential forms may be incorporated onto a townhouse site, with the focus on minimizing the development footprints on the land.

Notwithstanding the above, higher densities may be supportable in compliance with the Community Amenity Program regulations prescribed in the Zoning Bylaw.

B. ALBION VILLAGE COMMERCIAL DESIGNATION

This designation is intended to provide for convenience shopping and personal services to residents of surrounding neighbourhoods in a compact village form.

C. PARK DESIGNATION

This designation identifies the location of existing or future municipal or Regional park sites.

D. CONSERVATION DESIGNATION

This designation identifies ecologically sensitive lands that require protection in order to ensure that their health, diversity and integrity are maintained. They are considered to be of high environmental or geologic sensitivity.

E. INSTITUTIONAL DESIGNATION

This designation identifies lands for present or future use as civic or public use and includes school and/or park sites.

The corresponding zones for these designations are outlined in Section 10.2.6 Zoning Matrix.

10.2.2 ALBION AREA RESIDENTIAL DEVELOPMENT

BACKGROUND

The Albion Area Plan strives to balance new residential development, the protection of environmentally sensitive areas, and the provision of a range of housing styles to meet diverse housing needs.

General Development Policies

- 10 – 4** Development applications seeking a land use designation change through an Official Community Plan amendment, to allow an increase in density, will be submitted with an analysis of the existing downstream system to a limit determined by the City. Capacity constraints identified within the existing system are to be resolved prior to additional density being advanced.
- 10 - 5** The sequence of development is to proceed in the most efficient manner, with capital costs and ongoing servicing costs to be minimized. To achieve this, lot consolidation may be required.

10 - 6 Land assembly or lot consolidation proposed in conjunction with development or redevelopment should meet the following conditions:

A) That any residual lots or remaining land parcels are left in a configuration and lot area which are suitable for a future development proposal, or can be consolidated with other abutting residual lots or land parcel and would be able to comply with the applicable Land Use Designation(s) and Policies of this Plan;

B) The use of any residual abutting lots or land parcels can continue to function in accordance with the applicable Land Use Designation and Policies of this Plan;

C) Residual abutting lots or land parcels are not to become isolated or left in a condition which is unsuitable for redevelopment or unsuitable for the maintenance of the existing land use; and

D) The land assembly proposal will incorporate adequate impact mitigation measures such as the provision of buffers, landscaping, site design, building arrangements and building design to ensure compatibility with abutting existing land uses.

General Multi-Family Housing Development Policies

10 - 7 The siting, form, character and massing of multi-family residential development and areas for parking, storage and landscaping should be designed to facilitate orderly development of the area and to be compatible with single family residential developments.

10 - 8 Multi-family housing should be provided with appropriate amenities to enhance the character of development.

10 - 9 The siting of development and construction techniques employed should avoid impacts to watercourses, reduce the risk of erosion in the area, minimize visual disruption to the neighbourhood and protect the visual character of the landscape.

10 - 10 Natural vegetation should be retained where possible to enhance the character of the area. Significant treed slopes or natural vegetation will need to be retained in order to minimize disruption to watercourses and to minimize erosion. Geotechnical assessments may be required.

10 - 11 Development in the Albion Area is subject to the Natural Features policies of the Official Community Plan. Multi-Family, Ground-Oriented Residential Infill and Intensive Residential Development must also adhere to the Design Guidelines detailed in Section 8 Development Permit Area Guidelines.



10.2.3 COMMUNITY AMENITY PROGRAM AND DENSITY BONUS FRAMEWORK

BACKGROUND

The Community Amenity Program is intended to meet the needs of the community and respond to changes in housing form and demand over time by enabling an additional means of providing neighbourhood amenities.

The Albion Area Plan Community Amenity Program provides the opportunity for a Density Bonus within a number of zones identified within the Albion Zoning Matrix, see Section 10.2.6. Within these zones, 'bonus' density may be achieved through an Amenity Contribution toward community amenities that will be located within the boundaries of the Albion Area Plan.

OBJECTIVE

To support increases in density as a means of providing additional amenities in the Albion Area Plan.

POLICIES

- 10 - 12** The city-wide Community Amenity Program established in Section 2.1.2 Compact and Unique Community will apply to the entire Albion Area Plan.
- 10 - 13** A Density Bonus option will be permitted on lands designated Low Density Residential, Low-Medium Density Residential and Medium Density Residential in the Albion Area Plan, as well as on the lands designated Single Family, Cluster Residential, Townhouse and Village Commercial in the North East Albion Area Plan.
- 10 - 14** 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 - 15** Where the density bonus option is utilized in a multi-family development, the density bonus framework provisions established in the Maple Ridge Zoning Bylaw will apply to all dwelling units that exceed the base density permitted in the zone, in addition to the city-wide Community Amenity Program established in Official Community Plan Section 2.1.2 Compact and Unique Community.
- 10 - 16** Where the density bonus option is utilized in a mixed-use commercial development, the density bonus framework provisions established in the Maple Ridge Zoning Bylaw will apply to all dwelling units that exceed the base density permitted in the zone, in addition to the city-wide Community Amenity Program established in the Official Community Plan Section 2.1.2 Compact and Unique Community.
- 10 - 17** Maple Ridge Council may consider Density Bonuses as part of the development review process for Albion Area Plan amendment applications seeking a land use designation change that would permit a higher density than currently permitted.
- 10 - 18** 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.

10.2.4 NORTH EAST ALBION AREA DEVELOPMENT

North East Albion Area

The North East Albion Area is bound by the Kanaka Creek Regional Park to the north, existing Albion Area residential developments and conservation areas to the southwest, including the Kanaka Creek Regional Park, and rural residential developments to the east. The North East Albion Area boundary and Land Use Designations are shown on Schedule 2 of this Plan.

The North East Albion Area Plan emphasizes the development of a complete community by integrating environmental stewardship, the protection of natural resources and the preservation of ecosystems while balancing the social and economic objectives of the community.

The North East Albion Area Plan sets out residential pockets nestled between existing watercourses and linked by a network of pathways and trails. A multi-modal network links neighbourhood amenities, such as parks, an elementary school, and shopping nodes within the community and to the larger Albion Area and Kanaka Creek Regional Park.

The North East Albion Area Plan focuses multi-family development around commercial and amenity nodes; offering residents gathering spaces and commercial opportunities, and bringing to life one of the City's growth neighbourhoods. It is intended that the Area Plan policies facilitate the creation of an inclusive and sustainable community with equal opportunities for people of all ages, cultures, lifestyles, and abilities.

Development in the North East Albion Area is to be reflective of the consultation with area residents and other stakeholders and should align with the principles and intent laid out in this Plan.

POLICIES

10 – 19 Development in the North East Albion Area will be subject to the North East Albion Servicing Strategy Policy as well as other relevant City documents policies and regulations.

Environment

10 – 20 Maple Ridge will continue to apply regulations for the protection of watercourses and steep slopes in North East Albion (Figure 1) in order to enhance and maintain environmental health integrity.

10 – 21 Development in the North East Albion Area is to be conducted in such a manner as to mitigate impact on the environment by increasing connections for wildlife, preserving existing hydrological processes, protecting fish and fish habitat, minimizing the potential for stream erosion, preventing surface flooding, and ensuring major storm conveyance systems are capable of conveying significant flows and minimize damage to life and properties under extreme storm conditions.

10 – 22 Maple Ridge will encourage the retention of significant tree stands that are not already protected through existing legislation, bylaws, or policies, through thoughtful site design.

10 – 31 Development in the North East Albion Area will be subject to the outcomes of the water analysis conducted for the development of the North East Albion Servicing Strategy as well as other relevant City documents.

10 – 32 Development in the North East Albion Area will be subject to the proposed transportation network identified in Figure 4 & 5 as well as the City's Strategic Transportation Plan, as amended from time to time.

Mobility

10 – 33 Maple Ridge will ensure that the design of new development aligns with the City's requirements for creating a safe, integrated, multi-modal transportation system.

10 – 34 The North East Albion Area Plan sets out an integrated active transportation network (Figure 6) which includes proposed bike lanes, trails and a multi-use pathway.

10 – 35 North East Albion is identified in the City's Strategic Transportation Plan as an area intended for improved sidewalk connectivity. It is anticipated that future sidewalk construction and streetscape improvements, including street lighting, will be provided through the development process.

10 – 36 The North East Albion Area Plan sets out an equestrian trail (Figure 6) that connects riders from the existing Kanaka Creek Crossing to Grant Hill. This trail will help to create a buffer between environmentally sensitive areas and future development.

10 – 37 North East Albion is identified as an area that is not well served by transit. It is anticipated that long-term transit services will continue to be provided via Community Shuttle transit services, and that Maple Ridge will continue to support the development of an efficient transit system through the North East Albion Area.

Parks and Community Amenities

10 – 38 The North East Albion Area Plan identifies the co-location of a park and elementary school with a sports field, playground, and pathways to meet the needs of the growing community (Figure 2).

10 – 39 The North East Albion Area Plan proposes additional neighbourhood park space to the co-located park and elementary school, as neighbourhood parks are important components of complete, liveable communities, and will include amenities such as playgrounds, sports courts, dog off leash areas, splash pads, open areas, seating areas and looping pathways. The specific park amenities will be determined through a park design and engagement process with future residents.

10 – 40 The North East Albion Area Plan stipulates that all residents will have access to a park within a 5-minute walk.

10 – 41 North East Albion Area park amenities will include spaces for dogs, such as a dog-off leash park.

10 – 42 The North East Albion Area Plan sets out a network of trails and multi-use pathways to link the residential areas with the community amenities. These trails and pathways will act as a greenway and buffer to the sensitive environmental areas while creating an attractive public realm for residents (Figure 2).

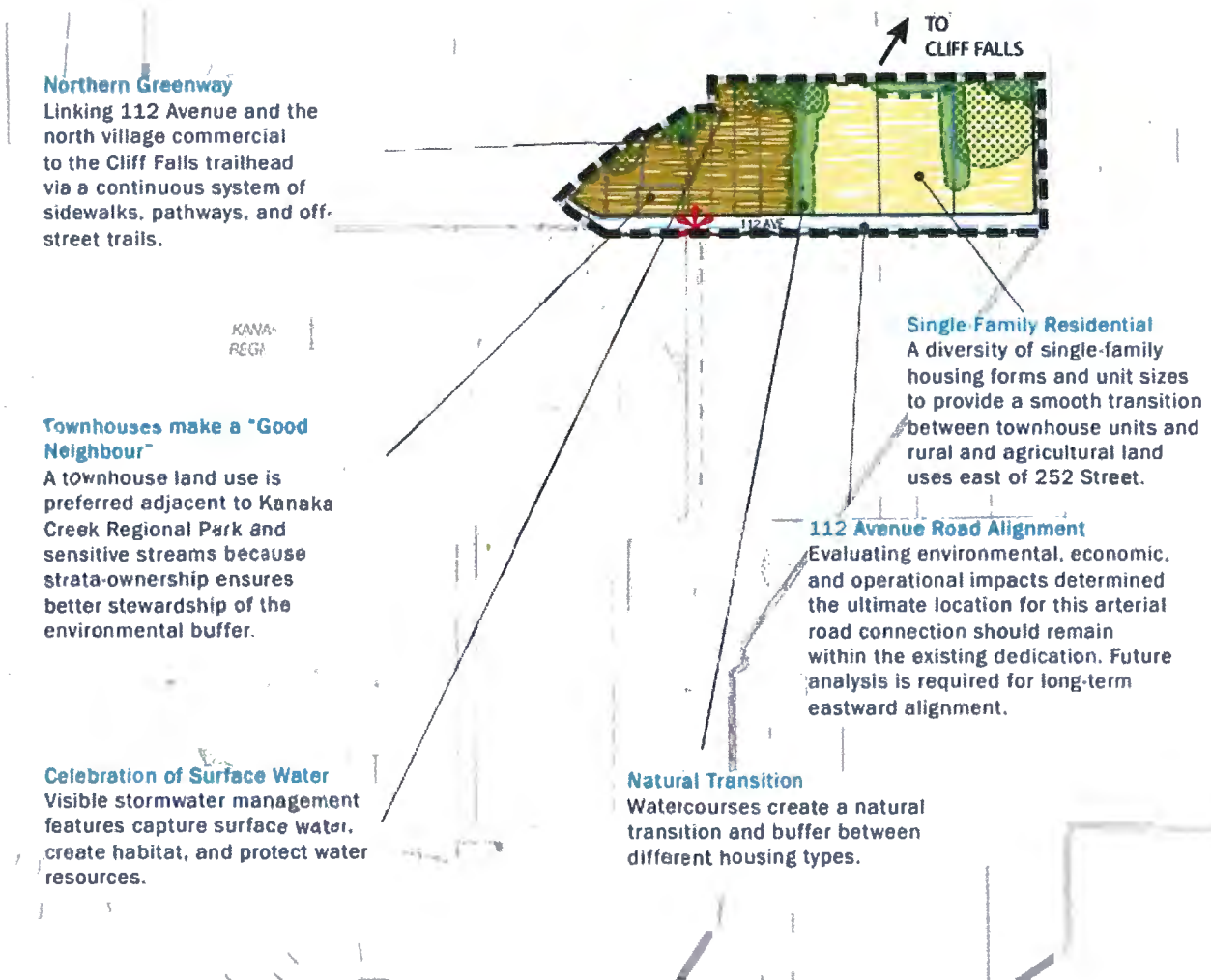
10 – 43 Maple Ridge will encourage the inclusion of Public Art into residential and community amenities.

Residential Development

10 – 44 The North East Albion Area is broken up into the following neighbourhood precinct:

- A) North of 112 Avenue
- B) East of Lockwood Street
- C) Between 248 Street and Lockwood Street
- D) West of 248 Street

North of 112 Avenue



East of Lockwood Street

North Village Commercial Node

A gathering place connected by trails, adjacent to a neighbourhood park, and a short walk from the trailhead to Cliff Falls. The northern node will have the capacity for 4-6 shops and may include a café, take-out restaurant, convenience store or other small businesses.

Multi-Modal Spine Trail

Creating a gentle-grade connection from the proposed elementary school to the Cliff Falls trailhead. The trail is designed to include landscaped features that celebrate and protect the water resources in the area through visible stormwater management.

Protection of Trees

Smaller forms of residential development are permitted to protect and preserve high-value trees.

Single-Family Residential

Single-family homes reflecting the character of existing neighbourhoods.

Northern Neighbourhood Park

Programmed park near the village commercial node and linked by multi-use paths.

Single-Family Residential

Larger lots as a sensitive transition to rural acreages outside of the urban area boundary.

Celebration of surface water

Visible stormwater management features along the Spine Trail to capture surface water, create habitat, and protect water resources.

Central Neighbourhood Park

Programmed park linked by multi-use paths, close to the existing single-family area in the south.

Between 248 Street and Lockwood Street

South Village Commercial Node

A gathering place adjacent to the elementary school and park site. This node will help to serve existing residents in Albion and support the growing community.

Low-Rise Residential over Retail

To help increase housing diversity and satisfy the changing housing needs of the neighbourhood.

Elementary School

Provides an elementary school and co-located park at the location preferred by the School District at 248 Street and 110 Avenue.

Townhouse Residential

Provide a diversity of housing types located in areas near watercourses or on steep slopes where it is difficult to accommodate single-family residential development.

Cluster Residences

Encourage clustering of units to maximize environmental protection on steep slopes and in areas with significant tree clusters and sensitive habitats.

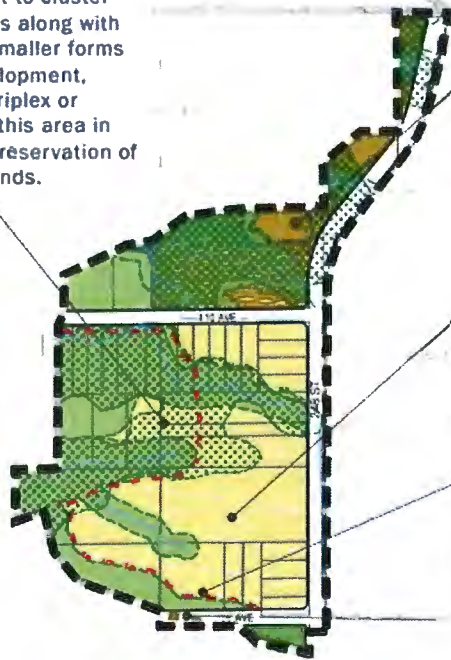
Duplex, Triplex, Fourplex

Ground-oriented multi-family homes with single-family character will sensitively introduce density near to the south village commercial node and elementary school.

West of 248 Street

Tree Protection

Clusters of significant trees have been identified. There may be opportunities for future development to cluster single-family homes along with opportunities for smaller forms of residential development, including duplex, triplex or fourplex homes in this area in exchange for the preservation of high-value tree stands.



Townhouses make a "Good Neighbour"

A townhouse land use is preferred adjacent to Kanaka Creek Regional Park and streams as strata-ownership is more likely to respect and ensure better stewardship of the environmental buffer.

Single Family Residential

Locating detached homes in the south respects and reflects the character of the existing homes nearby.

Equestrian Trail

A trail that connects riders from the existing Kanaka Crossing to Grant Hill. This also helps to create a buffer between much of the environmentally sensitive area and future development.

Wildlife Corridor

Existing wildlife movement corridors will be preserved in support of wildlife conservation and resident safety.

10 – 45 North East Albion residential developments are to reflect and respect character elements of the existing residential inventory, North East Albion Plan and North East Albion Servicing Strategy Council Policy and Albion Area Plan.

Single Family

The North East Albion Area Single Family designation is intended for detached dwellings on rural to smaller urban lots, allowing for a range of homeownership opportunities.

10 – 46 Maple Ridge will encourage the inclusion of secondary suites and detached garden suites to enhance the range of housing affordability options.

10 – 47 The location of larger residential lots will be encouraged along the eastern Plan boundary, adjacent to the rural properties outside of the Urban Area Boundary, to respect and protect the Urban Area Boundary.

10 – 48 Rear-loaded forms of housing will be encouraged along collector and arterial roads.

10 – 49 A smooth transition between single family homes and more intensive forms of housing development, in particular for housing developments along 112th Avenue, 110th Avenue and 248th Street, should be provided through a range of lot sizes.

X-Plex (Duplex, Triplex, Fourplex)

The North East Albion Area X-Plex Land Use Designation provides for housing options with the outward appearance of a single-family home yet feature multiple units and distinct entries.

- 10 – 50** X-plex developments should be ground-oriented, rear-loaded housing forms along 248th Street and 110th Avenue and encourage rear-loaded housing forms along internal development roads, where possible.

Cluster Residential

The North East Albion Cluster Residential Land Use Designation is intended for multi-family units that are clustered together to minimize the development footprint and maximize environmental protection in sensitive areas. This designation is intended for ground-oriented multi-unit housing forms.

- 10 – 51** Maple Ridge encourages thoughtful site design for Cluster Residential sites that is considerate to the natural features and topography of the area. Site designs should protect environmentally sensitive areas and permanently preserve important natural features and open space.
- 10 – 52** Cluster residential developments are to locate ground-oriented, rear-loaded housing forms along 248th Street and 110th Avenue and along internal development roads, where possible.
- 10 – 53** Cluster residential developments encouraged to provide more areas for open space, recreation and social interaction on site.

Townhouse

The North East Albion Townhouse Land Use Designation is intended to accommodate urban townhouses in areas with access to transportation, commercial services and public amenities.

- 10 – 54** Townhouse or strata developments are encouraged to locate adjacent to Kanaka Creek Regional Park as well as sensitive streams to ensure better stewardship of the environmental buffer.
- 10 – 55** North East Albion Area townhouses will consist primarily of two (2) to three (3) storey building forms that house multiple dwelling units. Stacked townhouses may also be considered.

10.2.5 ALBION VILLAGE COMMERCIAL

The Albion Area Plan contains a village commercial centre which will be implemented by a Village Centre Commercial (C-5) Zone. The commercial area will be encouraged to incorporate a building form that is street-front oriented, pedestrian friendly, and to accommodate apartments above commercial space. The traditional shopping centre development form with large expanses of parking will not serve the village centre function.

POLICIES

General Commercial

- 10 - 56** The siting and form of commercial buildings and areas for parking and storage should facilitate orderly development and ensure the development presents a coherent image, identifying a pedestrian oriented village centre that appropriately integrates adjacent residential uses.

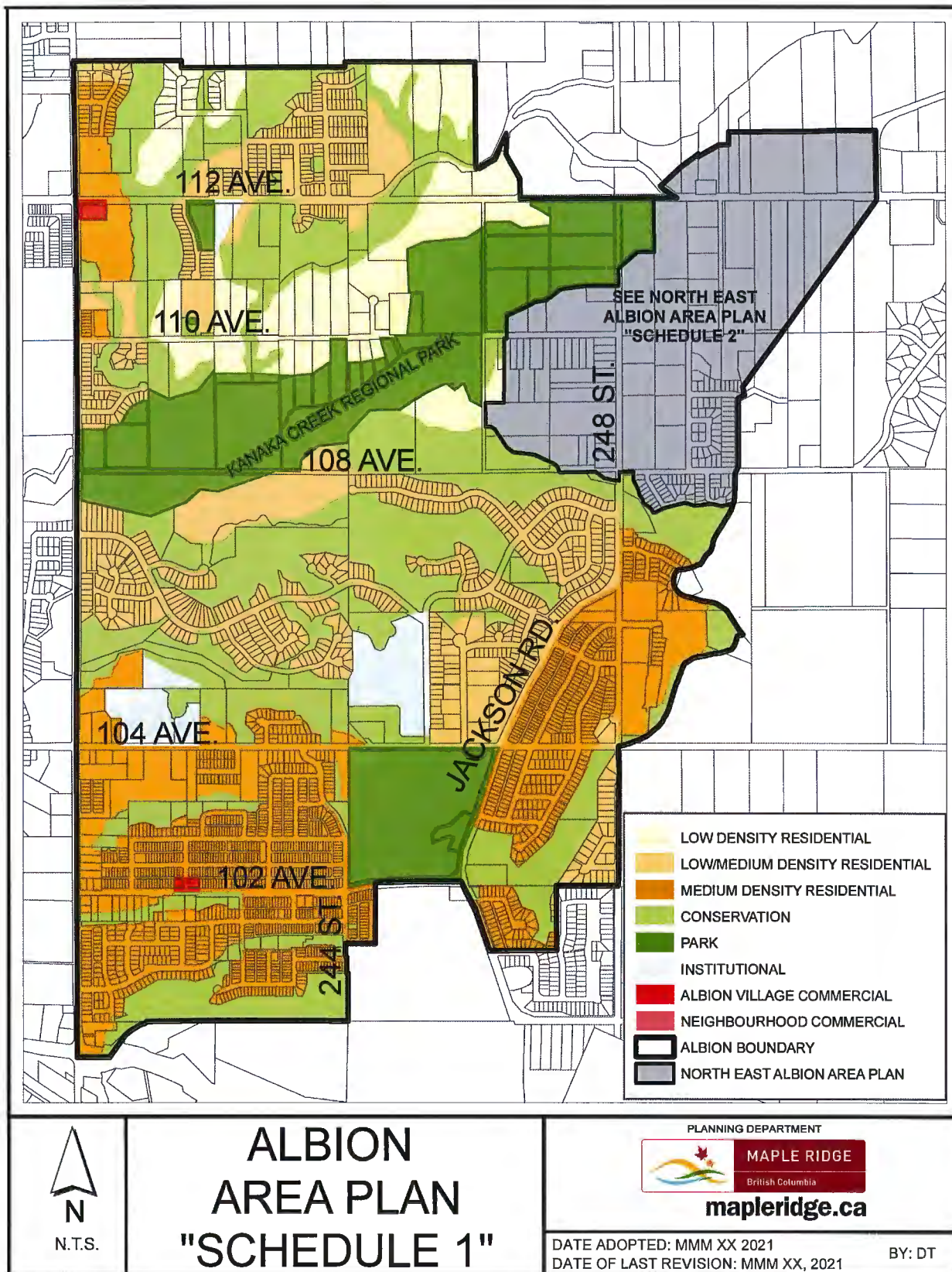
North East Albion Area Commercial

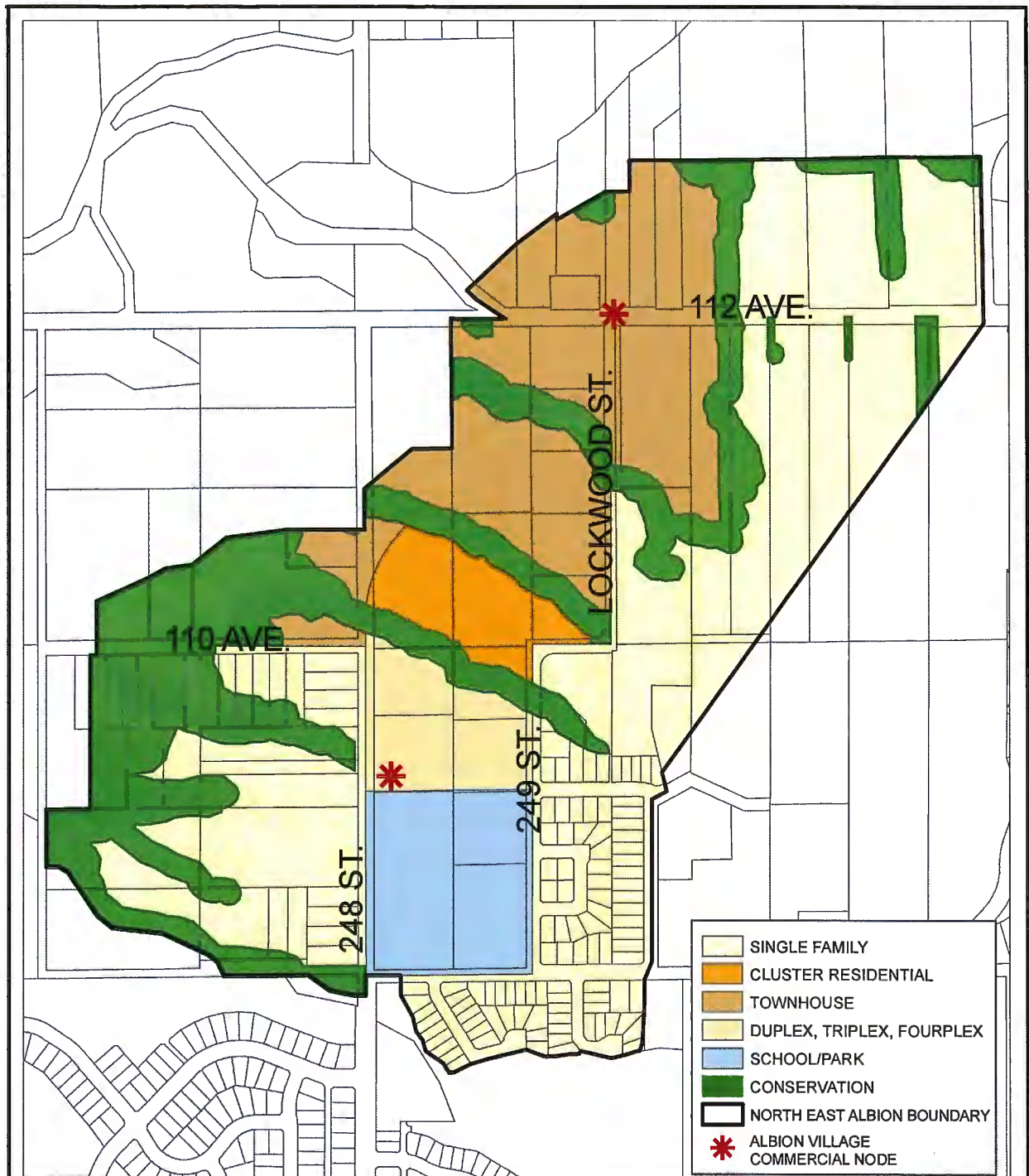
- 10 – 57** The North East Albion Area Plan identifies two commercial nodes (Schedule 2) which are envisioned as anchors for community activity: connected by trails, adjacent to new neighbourhood parks, and a short walk from trailheads into Kanaka Creek Regional Park.
- 10 – 58** The North East Albion Area Plan intends to blend commercial, residential and institutional uses to create an activated and animated street presence at the commercial nodes.
- 10 – 59** The North East Albion Area Plan anticipates the northern commercial node developing during early-stages of the Plan build-out. The second commercial node, adjacent to the elementary school site, allows for additional commercial space when sufficient demand exists.
- 10 – 60** Commercial nodes are to be sized appropriately to meet the needs of the growing North East Albion community with additional room to expand, as demand evolves.
- 10 – 61** Commercial nodes are anticipated to have capacity for approximately 4 – 6 shops with possible retail uses including café's, restaurants, or other small businesses. At least one commercial node, if not both, should contain child care or related services, subject to local demand.
- 10 – 65** Commercial nodes are anticipated to be two (2) – three (3) storeys, with multi-family apartments or townhouses stacked above ground-level commercial, allowing for both affordable home ownership and the possibility of rental housing. Commercial building heights should taper to adjacent lower density land uses to provide a sensitive transition.
- 10 – 66** Co-locating the commercial nodes adjacent to multi-family units is encouraged to help support commercial units and create areas of activity and gathering. To animate the streetscape, ground-oriented and street facing units are encouraged along 112th Ave, Lockwood Street, and 248th Street.
- 10 – 67** Village Commercial Development must also adhere to the Design Guidelines detailed in Section 8 Development Permit Guidelines.

10.2.6 ALBION ZONING MATRIX

LAND USE DESIGNATION	ZONE(S)
Low Density Residential	RS-1d One Family Urban (half acre) Residential*
Low / Medium Density Residential	RS-1 One Family Urban Residential RS-1b One Family Urban (Medium Density)* RT-1 Two Family Urban Residential R-1 Residential District, Subject to Policy 10.2.1A(2)(a)
Medium Density Residential	R-1 Residential District R-2 Urban Residential District R-3 Special Amenity Residential District RM-1 Townhouse Residential* RMH Mobile Home District
Albion Village Commercial	C-5 Village Commercial
Park	P-1 Park and School
Conservation	Current or proposed zoning would apply
Institutional	P-1 Park and School P-2 Special Institutional P-3 Children's Institutional P-4 Place of Worship Institutional P-4a Place of Worship Institutional & Educational P-6 Civic Institutional
* Density Bonus provisions and details are provided in each of these zones.	
Conditions: <ol style="list-style-type: none"> This Matrix is to be read in conjunction with the policies and criteria in the Albion Area Plan and Official Community Plan and is not the only source for determining applicable zones; All zones corresponding to each land use designation or category may not be appropriate for a specific site, and are not applicable in all areas of the municipality; Lot consolidation may be required to meet the minimum lot area, lot width and/or lot depth requirements of the Zoning Bylaw and/or Subdivision Control Bylaw; The P-4 Place of Worship Institutional zones would be considered in all Land Use Designations subject to satisfying all requirements of the zone. 	

NORTH EAST ALBION AREA SPECIFIC	
LAND USE DESIGNATION	ZONE(S)
Townhouse	RM-1 Low Density Townhouse Residential * RT-3 Ground-Oriented Residential North East Albion RST-NEA Street Townhouse Residential – North East Albion R-2 Single Detached (Medium Density) Urban Residential R-3 Single Detached (Intensive) Urban Residential
Cluster Residential	RM-1 Low Density Townhouse Residential * RT-3 Ground-Oriented Residential North East Albion RST-NEA Street Townhouse Residential – North East Albion
X-Plex (Duplex, Triplex, Fourplex)	RT-1 Two-Unit Urban Residential RT-3 Ground-Oriented Residential North East Albion RST-NEA Street Townhouse Residential – North East Albion
Single Family	R-1 Single Detached (Low Density) Urban Residential RS-1b Single Detached (Medium Density) Urban Residential * RS-1 Single Detached Residential <i>Along eastern Plan boundary</i> RS-1c Single Detached (Low Density) Residential RS-1d Single Detached (Half Acre) Residential *
Albion Village Commercial	C-5 Village Commercial
* Density Bonus provisions and details are provided in each of these zones.	
Conditions: <ol style="list-style-type: none"> This Matrix is to be read in conjunction with the policies and criteria in the Albion Area Plan and Official Community Plan and is not the only source for determining applicable zones; All zones corresponding to each land use designation or category may not be appropriate for a specific site, and are not applicable in all areas of the municipality; Lot consolidation may be required to meet the minimum lot area, lot width and/or lot depth requirements of the Zoning Bylaw and/or Subdivision Control Bylaw; The P-4 Place of Worship Institutional zones would be considered in all Land Use Designations subject to satisfying all requirements of the zone. 	

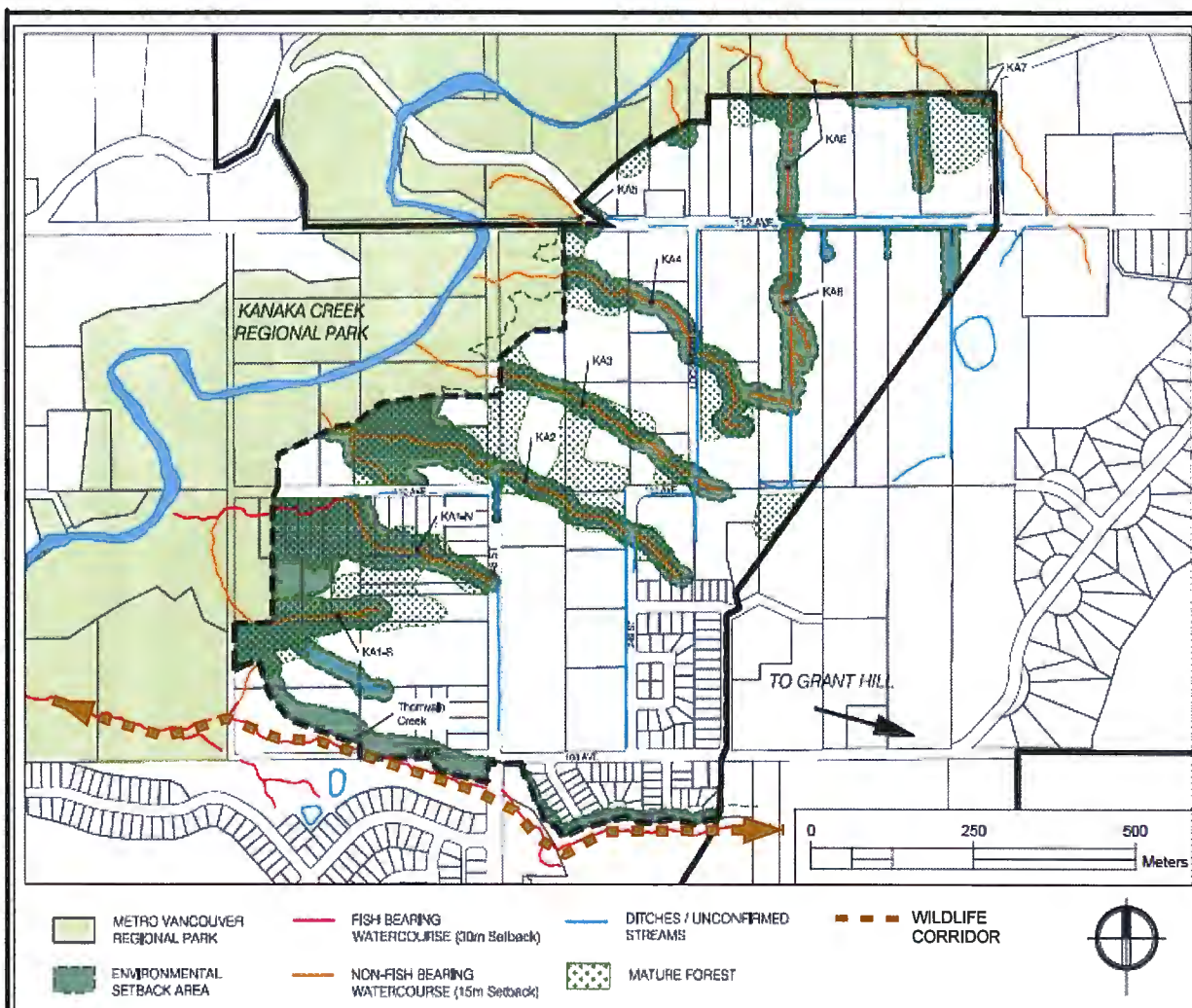




NORTH EAST ALBION AREA PLAN "SCHEDULE 2"



DATE ADOPTED: MMM XX 2021
 DATE OF LAST REVISION: MMM XX, 2021
 BY: DT



N.T.S.

Figure 1

Watercourses and Mature Forests

North East Albion Area Plan
Figure 1

PLANNING DEPARTMENT



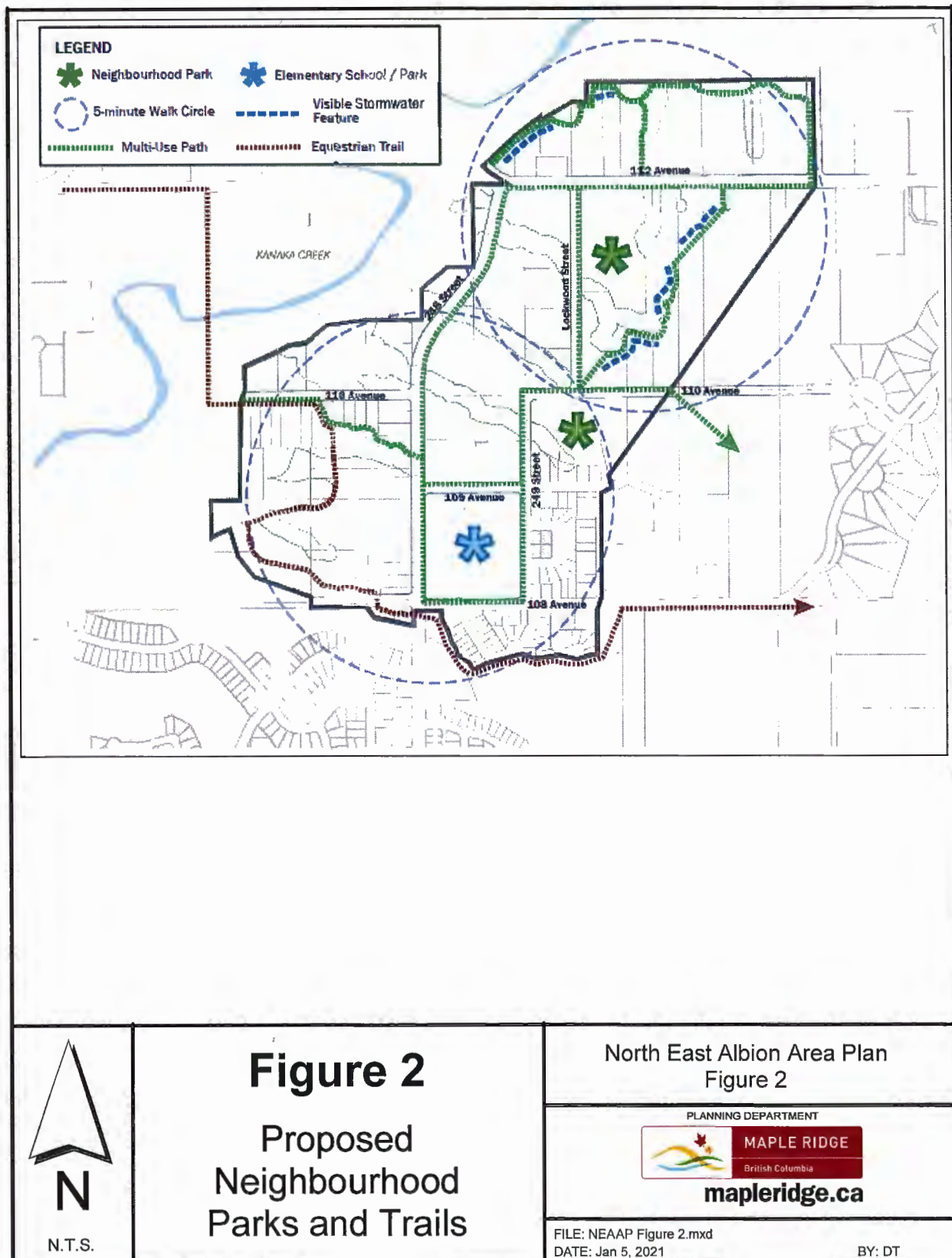
MAPLE RIDGE

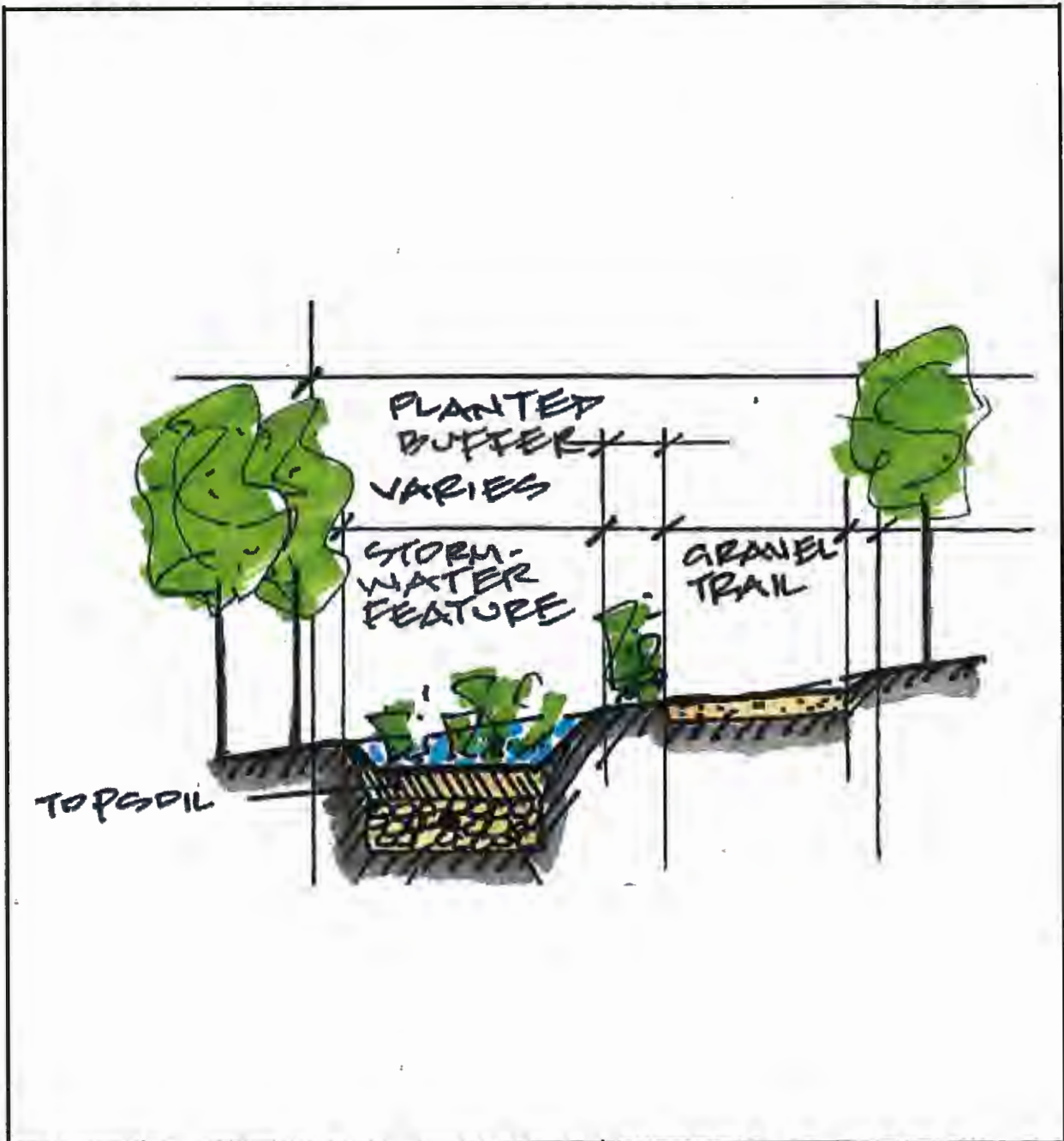
British Columbia

mapleridge.ca

FILE: NEAAP Figure 1.mxd
DATE: Jan 5, 2021

BY: DT





N.T.S.

Figure 3
Trail and Stormwater
Feature Section

North East Albion Area Plan
Figure 3

PLANNING DEPARTMENT



MAPLE RIDGE

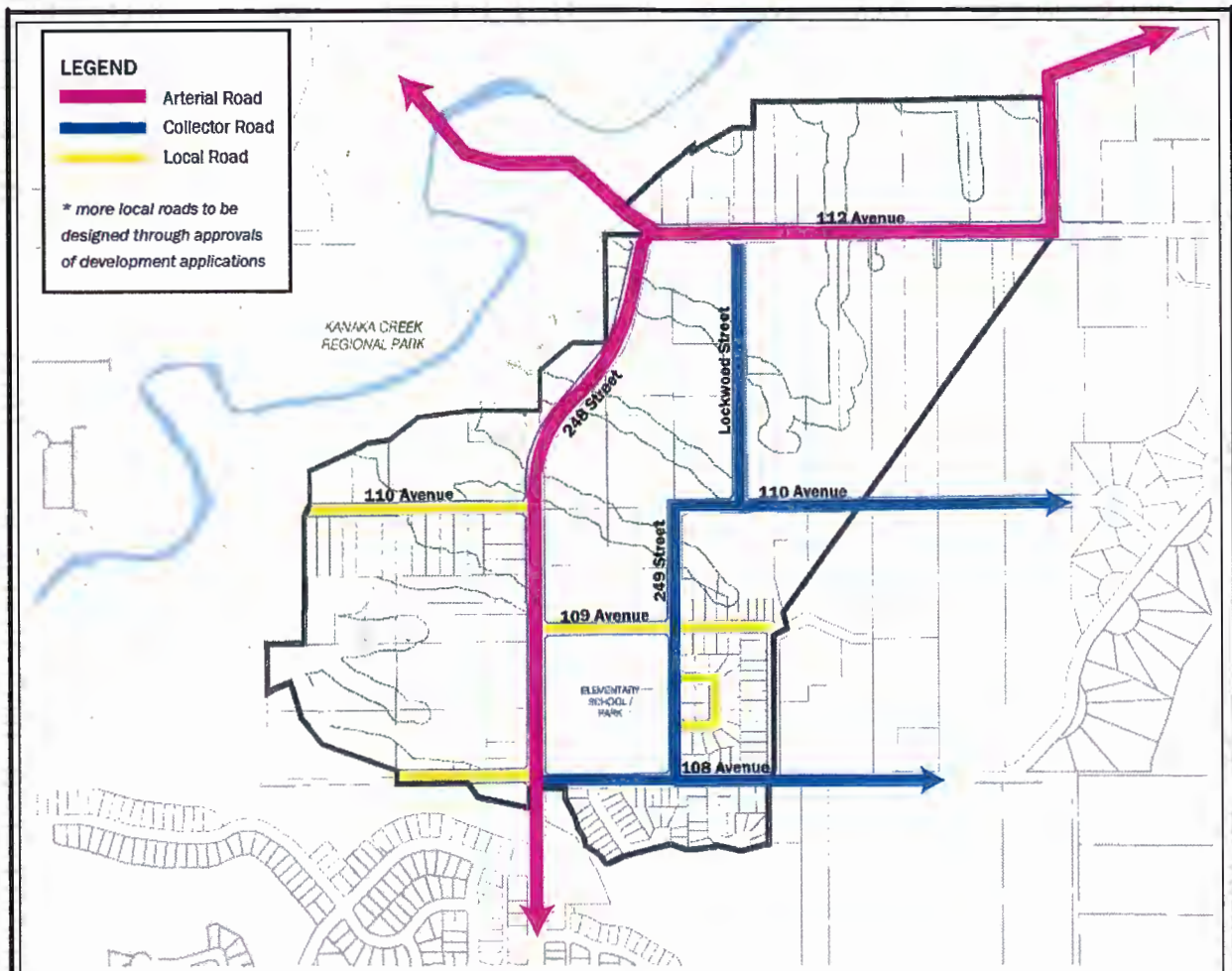
British Columbia

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FILE: NEAAP Figure 3.mxd
DATE: Jan 5, 2021

BY: DT





N.T.S.

Figure 4

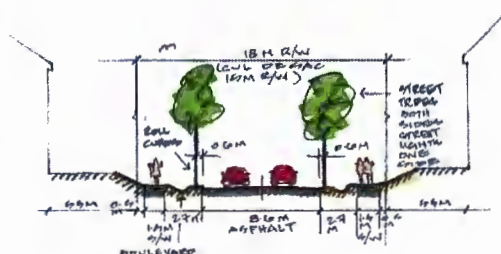
Proposed Road Network

North East Albion Area Plan
Figure 4

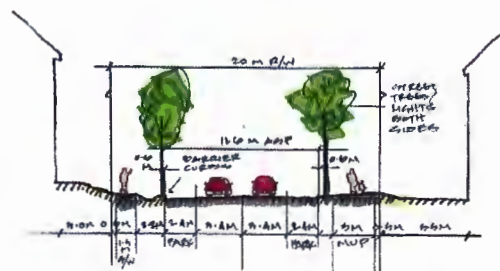


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DATE: Jan 5, 2021

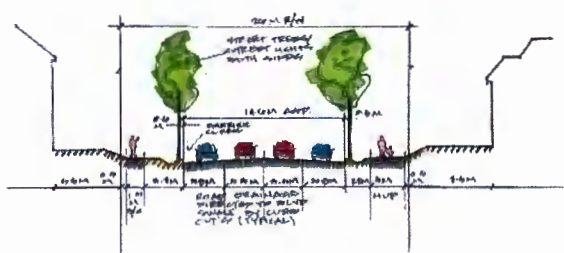
BY: DT



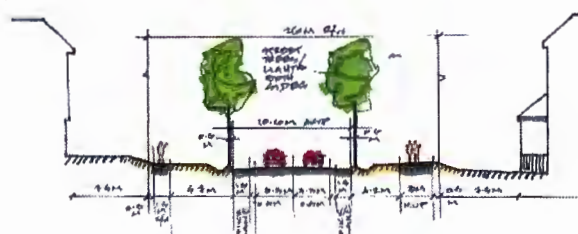
Typical Section, Local Road



Typical Section, Collector Road



Typical Section, 248 Street



Typical Section, 112 Avenue



N.T.S.

Figure 5

Road Sections

North East Albion Area Plan
Figure 5

PLANNING DEPARTMENT

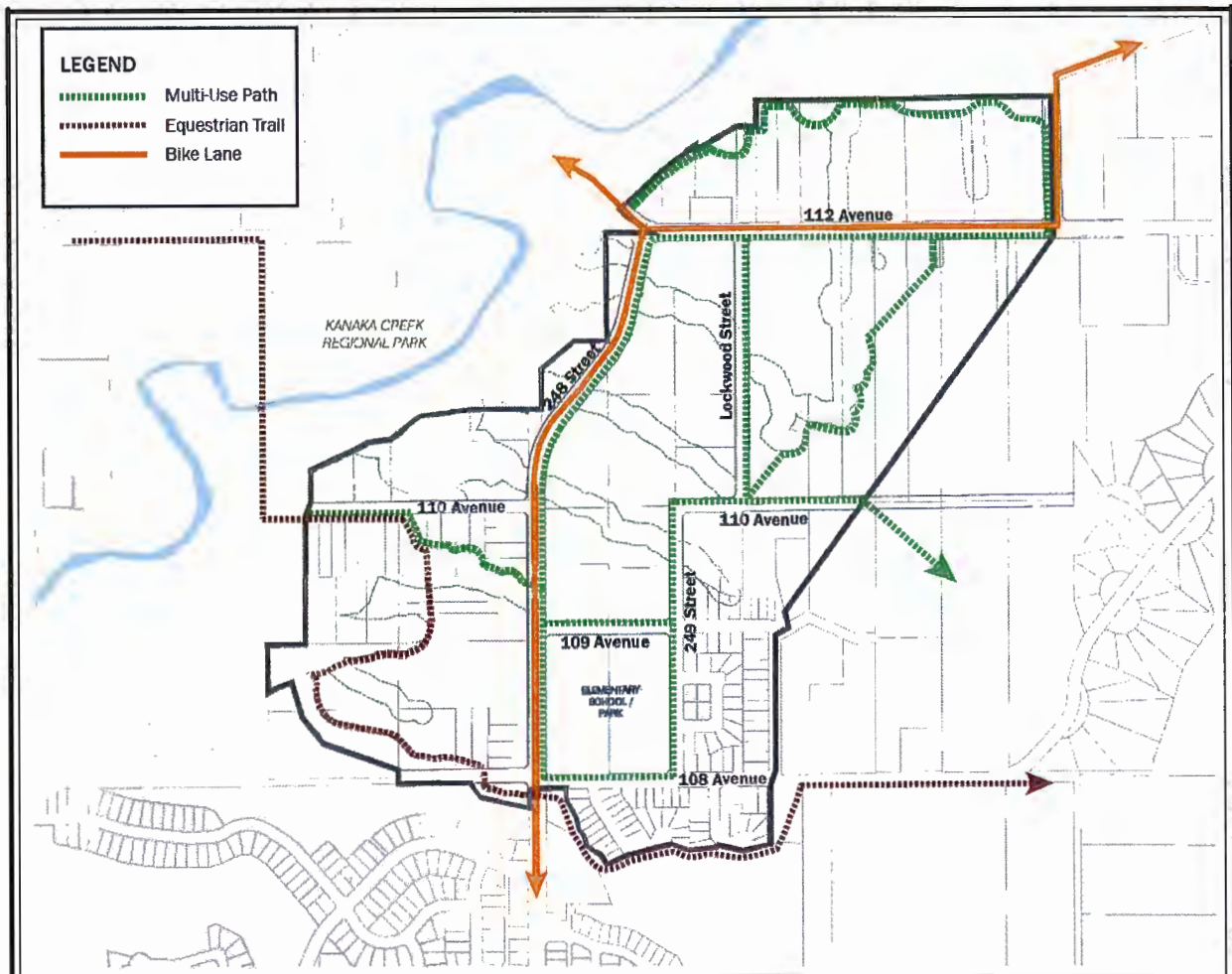


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FILE: NEAAP Figure 5.mxd
DATE: Jan 5, 2021

BY: DT





N.T.S.

Figure 6

Proposed Bike Lanes, Multi-Use Path and Trails

North East Albion Area Plan
Figure 6



FILE: NEAAP Figure 6.mxd
DATE: Jan 5, 2021

BY: DT



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City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First Reading
Zone Amending Bylaw No. 7699-2021
10366 240 Street

MEETING DATE: January 19, 2021
FILE NO: 2020-413-RZ
MEETING: C o W

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 10366 240 Street, from RS-2 (Single Detached Suburban Residential) to RM-1 (Low Density Townhouse Residential), to permit the future construction of approximately thirty (30) townhouse units. The proposal is based on the density bonus provision under the RM-1 (Low Density Townhouse Residential) zone and consistent with the Medium Density Residential designation in the Albion Area Plan.

Pursuant to Council policy, this application is subject to the Community Amenity Contribution (CAC) Program. The applicant will be requested to pay \$4,100.00 per unit, for an estimated amount of \$123,000.00. In addition, the \$3,100.00 per unit density bonus rate for the Albion Area Plan will apply, for the allowed increase in the floor space ratio (FSR) from 0.60 to 0.71 times the lot area. The contribution is estimated at \$93,000.00.

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

RECOMMENDATIONS:

1. That Zone Amending Bylaw No. 7699-2021 be given first reading; and
2. That the applicant provide further information as described on Schedules C, D, E, and G the Development Procedures Bylaw No. 5879-1999.

DISCUSSION:

a) Background Context:

Applicant:	Kunwar Bir Singh
Legal Description:	Lot: A, Section 3, Township 12, Plan NWP13554
OCP:	
Existing:	Medium Density Residential
Proposed:	Medium Density Residential
Zoning:	
Existing:	RS-2 (Single Detached Suburban Residential)
Proposed:	RM-1 (Low Density Townhouse Residential)

1103

Surrounding Uses:

North:	Use:	Vacant Lots
	Zone:	RM-1 (Low Density Townhouse Residential)
	Designation:	Medium Density Residential
South:	Use:	Single Family Residential and Multi-Family Residential
	Zone:	R-3 (Single Detached (Intensive) Urban Residential and RM-1 (Low Density Townhouse Residential)
	Designation:	Medium Density Residential
East:	Use:	Multi-Family Residential
	Zone:	RM-1 (Low Density Townhouse Residential)
	Designation:	Medium Density Residential
West:	Use:	Multi-Family Residential
	Zone:	RM-1 (Low Density Townhouse Residential)
	Designation:	Urban Residential

Existing Use of Property:	Vacant Lot
Proposed Use of Property:	Multi-Family Residential
Site Area:	0.648 HA. (1.6 acres)
Access:	240A Street
Servicing requirement:	Urban Standard
Previous applications:	2015-069-RZ/SD/VP

b) Site Characteristics:

The subject property is located at 10366 240 Street and is on the east side of 240 Street just south of 104 Avenue. The site is 0.649 HA. (1.6 acres) in size, sparsely treed and slopes gently down toward 240 Street from east to west. The site is surrounded by both multi-family townhouse development to the east and west, as well as intensive single family development to the south.

c) Project Description:

The subject application proposes to develop the property for a thirty (30) unit townhouse project with access via two new strata driveways from 240A Street. As 240 Street is classified by the City as a Major Corridor, vehicle access for the development is preferred from 240A Street (See Appendices A and B). Eight (8) of the proposed units are designed to feature tandem parking, whereas, twenty-two (22) are designed to feature side-by-side parking.

As part of the proposal, a newly dedicated section of 240A Street will be constructed from the south, in addition to approximately three metres of road dedication along 240 Street. The applicant is also proposing to dedicate a section of laneway to connect the existing lane to the south with the new section of 240A Street to the east, thus supplementing the road network in this area.

The applicant is requesting to use the Albion Area Plan density bonus structure to increase the density FSR from 0.60 to 0.71 under the RM-1 (Low Density Townhouse Residential) zone. The applicant will then be requested to pay a \$3,100.00 Albion Area Plan density bonus rate per unit in addition to the \$4,100.00 CAC contribution per unit. The density bonus is payable for a resulting site density exceeding the allowed FSR from 0.60 to a maximum of 0.75. The contribution is payable prior to Final Reading.

The site is home to five significant trees (See Appendix E) that may or may not be able to be retained. If none of the significant trees can be retained, then the applicant will be expected to remove them with a Tree Cutting Permit and provide for replacement trees. If some of the significant trees can be retained, then the applicants will need to reconfigure their layout, which may result in a different configuration with less units. The applicant is also proposing to remove several off-site trees (See Appendix E) in order to accommodate the proposed layout. If the applicant is not able to obtain permissions from the neighbouring property owner for the removal of the off-site trees, then the applicant will be required to modify their layout and this may result in less units.

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

d) Planning Analysis:

Official Community Plan:

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

The subject Medium Density Residential designation allows for a range of housing styles and densities, including smaller lot single detached housing, townhouse and duplex dwelling units. The Albion Area Plan furthermore provides for the opportunity of a density bonus for increased floor space ratio (FSR) in certain zones, including RM-1 (Low Density Townhouse Residential) zone.

The applicant is proposing the highest and best use of the subject property under the Albion Area Plan by proposing a townhouse development using the density bonus option to increase the density from 0.60 to 0.71 FSR. The proposal also includes dedicating sections of 240 Street, 240A Street and an additional lane.

Zoning Bylaw:

The current application proposes to rezone the property located at 10366 240 Street from RS-2 (Single Detached Suburban Residential) to RM-1 (Low Density Townhouse Residential) (see Appendix C) to permit future construction of a townhouse site with approximately thirty (30) units (see Appendix D). In the preliminary plans included with the application, there is a proposal vary the Front Lot Line setback from 6.0 metres to 4.52 metres, the Rear Lot Line from 7.5 to 4.88 metres, the Interior Side Lot Line from 7.5 metres to 3.00 metres and the Exterior Side Lot Line from 7.5 metres to 4.0 metres. The proposed variations from the requirements of the RM-1 zone indicated on the site plan in Appendix D will require a Development Variance Permit application.

Development Permits:

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

Pursuant to Section 8.10 of the OCP, a Natural Features Development Permit application may be 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";
- 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 Multi-Family Development Permit is required and must be reviewed by the Advisory Design Panel prior to second reading.

Development Information Meeting:

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

e) Interdepartmental Implications:

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

- a) Engineering Department;
- b) Operations Department;
- c) Fire Department;
- d) Building Department;
- e) Parks, Recreation and Culture 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 and site access requirements have not been undertaken. We anticipate that this evaluation will take place between first and second reading.

f) Development Applications:

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

1. A complete Rezoning Application (Schedule B or Schedule C);
2. A Multi-Family Residential Development Permit Application (Schedule D);
3. A Development Variance Permit (Schedule E);
4. 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 for a thirty (30) unit townhouse project in compliance with the OCP, therefore, it is recommended that Council grant first reading subject to additional information being provided and assessed prior to second reading.

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

"Original signed by René Tardif"

Prepared by: **Rene Tardif, BA, M.PL**
Planner

"Original signed by Chuck Goddard"

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

"Original signed by Christine Carter"

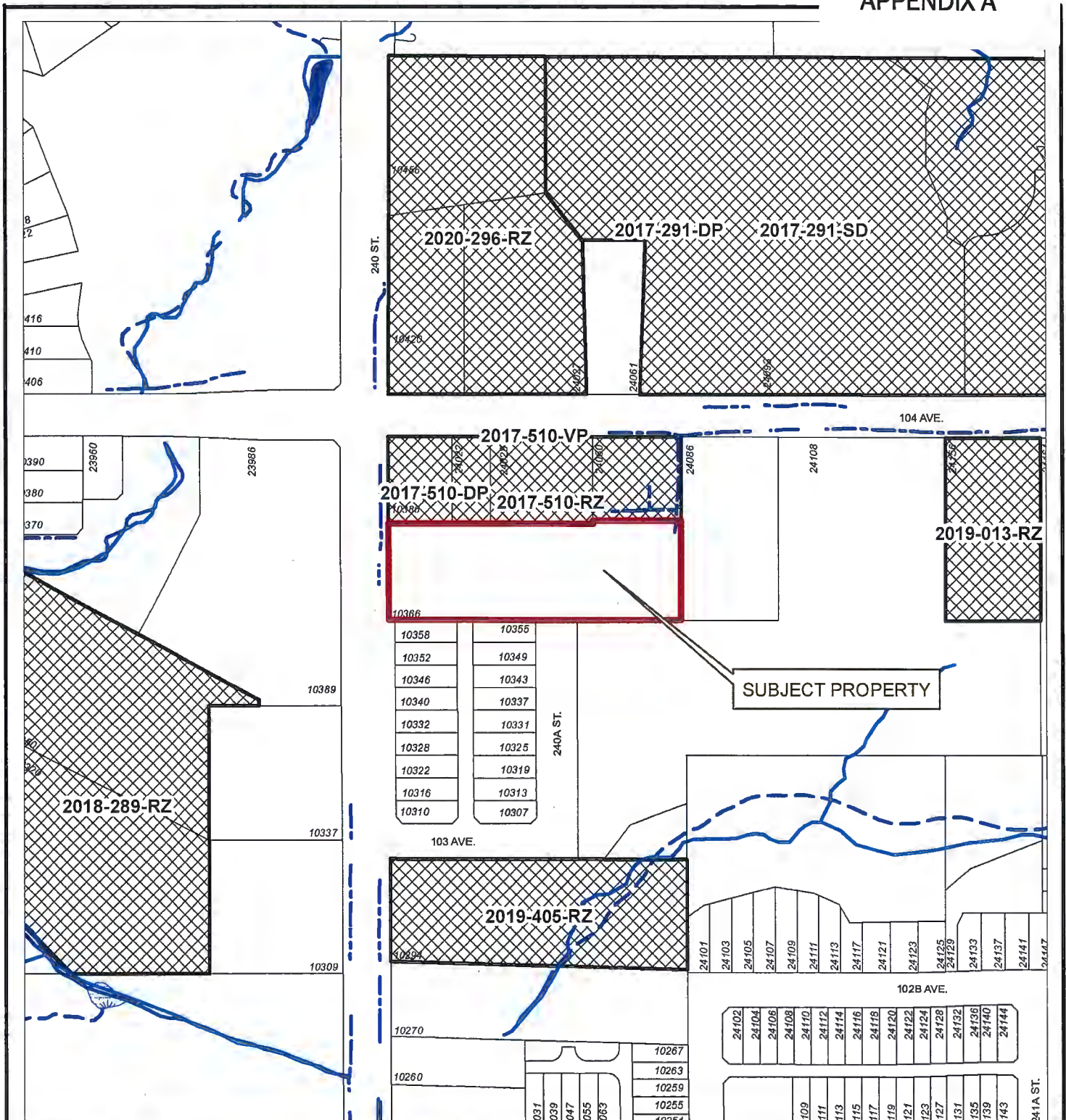
Approved by: **Christine Carter, M.PL, MCIP, RPP**
GM Planning & Development Services

"Original signed by Al Horsman"

Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – Zone Amending Bylaw No. 7699-2021
- Appendix D – Proposed Site Plan
- Appendix E – Proposed Tree Plan

**Legend**

- Active Applications (RZ/SD/DP/VP)
- Stream
- Indefinite Creek
- Canal
- River
- Marsh

Scale: 1:2,500

10366 240 STREET
009-832-947

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2020-413-RZ






DATE: Nov 25, 2020

BY: BD



Scale: 1:2,500

Legend

-  Stream
-  Indefinite Creek
-  Canal
-  River
-  Marsh

10366 240 STREET
009-832-947

PLANNING DEPARTMENT



mapleridge.ca

FILE: 2020-413-RZ
DATE: Nov 25, 2020

BY: BD

**CITY OF MAPLE RIDGE
BYLAW NO. 7699-2021**

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

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 7600-2019 as amended;

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7699-2021."
2. That parcel or tract of land and premises known and described as:

Lot A, Section 3, Township 12, Plan NWP13554

and outlined in heavy black line on Map No. 1859 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to RM-1 (Low Density Townhouse Residential).

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

READ a first time the day of , 20

READ a second time the day of , 20

PUBLIC HEARING held the day of , 20

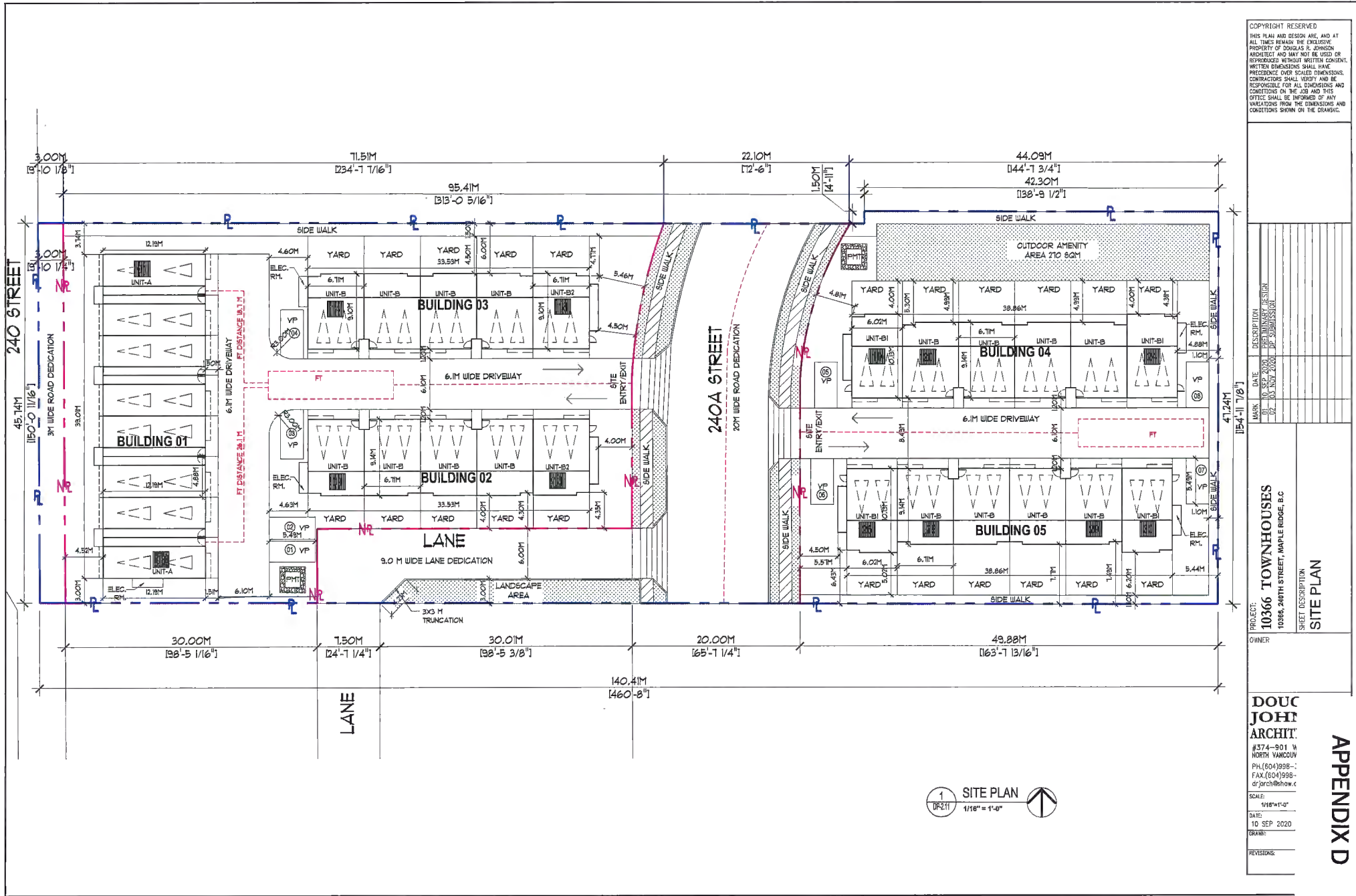
READ a third time the day of , 20

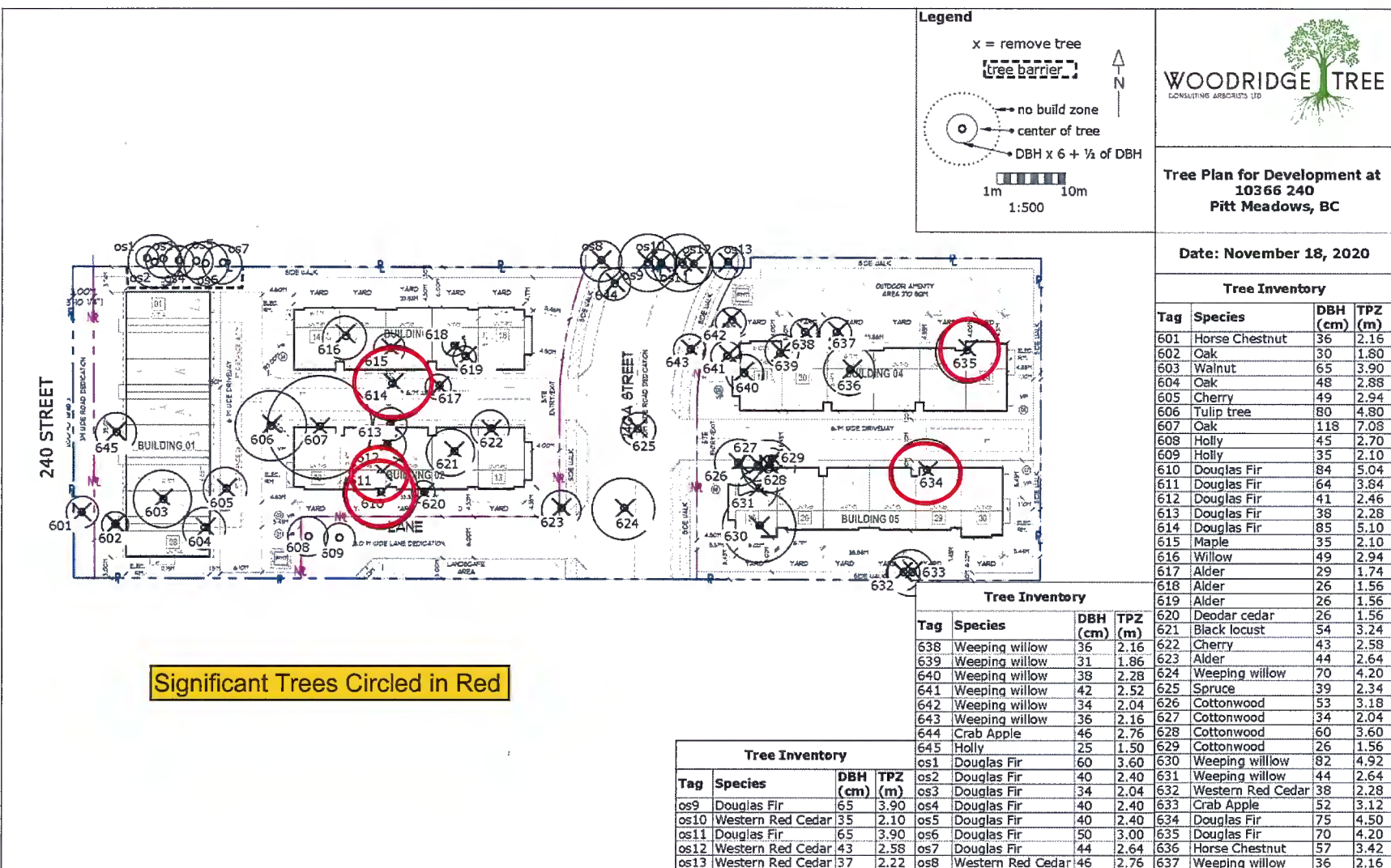
APPROVED by the Ministry of Transportation and Infrastructure this day of , 20

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER





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

MEETING DATE: January 19, 2021
FILE NO: 2020-421-RZ
MEETING: C o W

SUBJECT: First Reading
Zone Amending Bylaw No. 7690-2020;
12026 Dunbar Street and 22137 Dewdney Trunk Road

EXECUTIVE SUMMARY:

An application has been received to rezone the subject properties, located at 12026 Dunbar Street and 22137 Dewdney Trunk Road, from RS-1 (Single Detached Residential) to C-3 (Town Centre Commercial), to permit the future construction of a six (6) storey mixed use commercial / residential apartment building with approximately 100 units, two (2) levels of underground residential parking and commercial units on the ground floor facing Dewdney Trunk Road, and portion of the Dunbar Street elevation. The development proposal includes a covered commercial above-grade commercial parking and loading bay; three (3) townhouse residential units facing Dunbar Street; a large outdoor podium green space on second floor; and commercial parking that is located on the first floor of the building. Indoor amenity space with access to outdoor amenity space is located on the second floor.

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

This project will be subject to the Community Amenity Contribution (CAC) Policy involving a voluntary contribution of \$3,100 per apartment unit and \$4,100 per townhouse unit. Therefore, this application is estimated to generate a CAC total of \$313,000.00 if final reading is granted.

RECOMMENDATIONS:

1. That Zone Amending Bylaw No. 7690-2020 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 required for an Intensive Residential Development Permit and a Subdivision application.

DISCUSSION:

a) Background Context:

Applicant:	Atterra Development Group Ltd.
Legal Description:	Lot 109 District Lot 396 Group 1 New Westminster District Plan 26368 Lot 110 District Lot 396 Group 1 New Westminster District Plan 26368
OCP:	
Existing:	Town Centre Commercial
Proposed:	Town Centre Commercial

Zoning:

Existing:	RS-1 (Single Detached Residential)
Proposed:	C-3 (Town Centre Commercial)

Surrounding Uses:

North:	Use:	Nokia Park
	Zone:	RS-1 (Single Detached Residential)
	Designation:	Town Centre Commercial
South:	Use:	Low Rise Apartment Building
	Zone:	RM-2 (Medium Density Apartment Residential)
	Designation:	Low-Rise Apartment and Medium/High Rise Apartment
East:	Use:	Golden Ears United Church
	Zone:	P-4 (Place of Worship Institutional) and RS-1 (Single Detached Residential)
	Designation:	Institutional
West:	Use:	Single Family Residential and vacant lot
	Zone:	RS-1b (One Family Urban (Medium Density) Residential and RS-1 (Single Detached Residential)
	Designation:	Urban Residential

Existing Use of Property:	Single Family Residential
Proposed Use of Property:	Single Family Residential
Site Area:	0.267 hectares (0.659 acre)
Access:	Dunbar Street
Servicing requirement:	Urban Standard

b) Site Characteristics:

The subject properties are located within the Town Centre Area north of Dewdney Trunk Road; south of Haney Nokai Park; west of Dunbar Street and east of the Golden Ears United Church. The two properties that make up the development site comprise approximately 0.267 hectares (0.659 acres) that contain existing single family residential homes.

c) Project Description:

The proposal is to rezone the subject properties located at 12026 Dunbar Street and 22137 Dewdney Trunk Road, from RS-1 (Single Detached Residential) to C-3 (Town Centre Commercial) to permit the future construction of a six (6) storey mixed use commercial / residential building. The proposed development comprises approximately 100 residential units with two (2) levels of underground residential parking. Complementing the 97 apartment units there are three (3) townhouse units, which face onto Dunbar Street. The development will include a large outdoor podium green space located on the second floor, situated above the commercial parkade level. An indoor amenity space is proposed that has access to the second floor outdoor amenity space thus providing a continuous flow from the indoor to the outdoor amenity space. The residential apartment units will be a mixture of one (1), two (2), and three (3) bedroom apartments. In addition to the 97 units of residential apartment and three (3) townhouse units the building will provide commercial units on the ground floor of the building that will face onto Dewdney Trunk Road and portion of the Dunbar Street elevation. The parking for the commercial component of the development will be provided in the form of covered above grade parking stalls and a loading bay.

The applicant has advised at this stage of the application that the building will take the form of a building strata. At this time, the applicant has not determined the ratio of market rental units and market units for sale.

The proposed development will gain access off Dunbar Street at the north end of the property.

The Engineering Department has provided comments at a high level based upon a desktop review. A detailed review will be done once detailed information is provided by the applicant later in the approval process. The comments that have been provided are summarized below:

- 3.0m road dedication along Dewdney Trunk Road.
- Corner truncation to be determined by design (likely 4m x 4m).
- Dunbar Street is a bike route and would need a 24m road width and thus 4.5m of road dedication would be required. It needs to be noted our Transportation Plan is currently under review and may impact the bike route designation here.
- Construct Dunbar Street to a collector standard – curb, gutter, sidewalk, multi-use pathway, streetlights and street trees.
- Dewdney Trunk Road may require the relocation of the sidewalk so it is separated from the road. Street lighting and street trees are also required.
- There is a storm sewer but it is undersized to support the development. The storm sewer from an initial review will need to be upgraded to the outfall on 122 Ave.
- The existing sanitary sewer and water will need to be analyzed by one of the City's modelers at the developer's cost. Any improvements flagged in that analysis would be the responsibility of the developer.

These comments are not an exhaustive list of the engineering requirements for the proposed development. There will be additional items that the applicant will need to address which may affect the design and yield of the 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 further reports will be required prior to second reading. Such assessment may impact proposed lot boundaries and yields, OCP designations and Bylaw particulars, and may require application for further development permits.

d) Planning Analysis:

Official Community Plan:

The development site is located within the Town Centre Area Plan and is currently designated Town Centre Commercial. The Town Centre Commercial designation intends to create a compact and vibrant commercial area that is pedestrian-oriented and has a wide array of commercial, mixed-use, and multi-family residential area. The Area Plan policies below support the proposed rezoning to C-3 (Town Centre Commercial).

3.3 Land Use Designation – Town Centre Commercial Policies

Policy 3-29 *"Building heights within the Town Centre Commercial will range from three (3) storeys in height to over twenty (20) storeys. Generally, building height should not be permitted greater than twenty-five (25) storeys."*

Policy 3-30 *"Multi-Family Residential use is permitted as a principle use in the Town Centre Commercial designation, except where identified on Schedule G as "Ground Floor Commercial required" in the Maple Ridge Zoning Bylaw, where the ground floor use is to be commercial."*

Citywide Community Amenity Program:

The Citywide Community Amenity (CAC) Program approved by Council on March 14, 2016 and amended on December 14, 2017, applies to this project. A voluntary contribution of \$3,100 per apartment unit (97) and \$4,100 per townhouse unit (3) resulting in a possible total CAC contribution of \$313,000.00 for the project.

Zoning Bylaw:

The current application proposes to rezone the properties located at 12026 Dunbar Street and 22137 Dewdney Trunk Road from RS-1 (Single Detached Residential) to C-3 (Town Centre Commercial) to permit a six (6) storey residential apartment building with commercial space on the ground floor. 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 application is required for all multifamily residential, flexible mixed use and commercial development located in the Town Centre.

Advisory Design Panel:

A Town Centre 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) 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, Recreation and Culture 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 final comments at this time; therefore, an evaluation of servicing and site access requirements have 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 (Schedule D);
3. A complete Development Variance Permit Application (Schedule E); 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 initial land use review confirms that the development proposal for a six (6) storey mixed-use building 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 Mark McMullen" for

Prepared by: **Wendy Cooper, M.Sc., MCIP, RPP**
Planner

"Original signed by Chuck Goddard"

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

"Original signed by Christine Carter"

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

"Original signed by Al Horsman"

Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – Zone Amending Bylaw No. 7690-2020

Appendix D – Site Plan and Building Section Plan

APPENDIX A



Legend

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

22137 DEWDNEY TRUNK ROAD &
12026 DUNBAR AVENUE
PID'S: 003-958-523 & 008-887-161

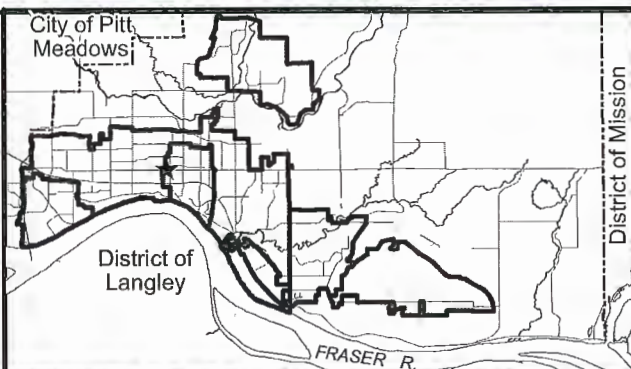


FILE: 2020-421-RZ
DATE: Dec 4, 2020

BY: PC



Scale: 1:2,500



22137 DEWDNEY TRUNK ROAD &
12026 DUNBAR AVENUE
PID'S: 003-958-523 & 008-887-161

PLANNING DEPARTMENT



MAPLE RIDGE

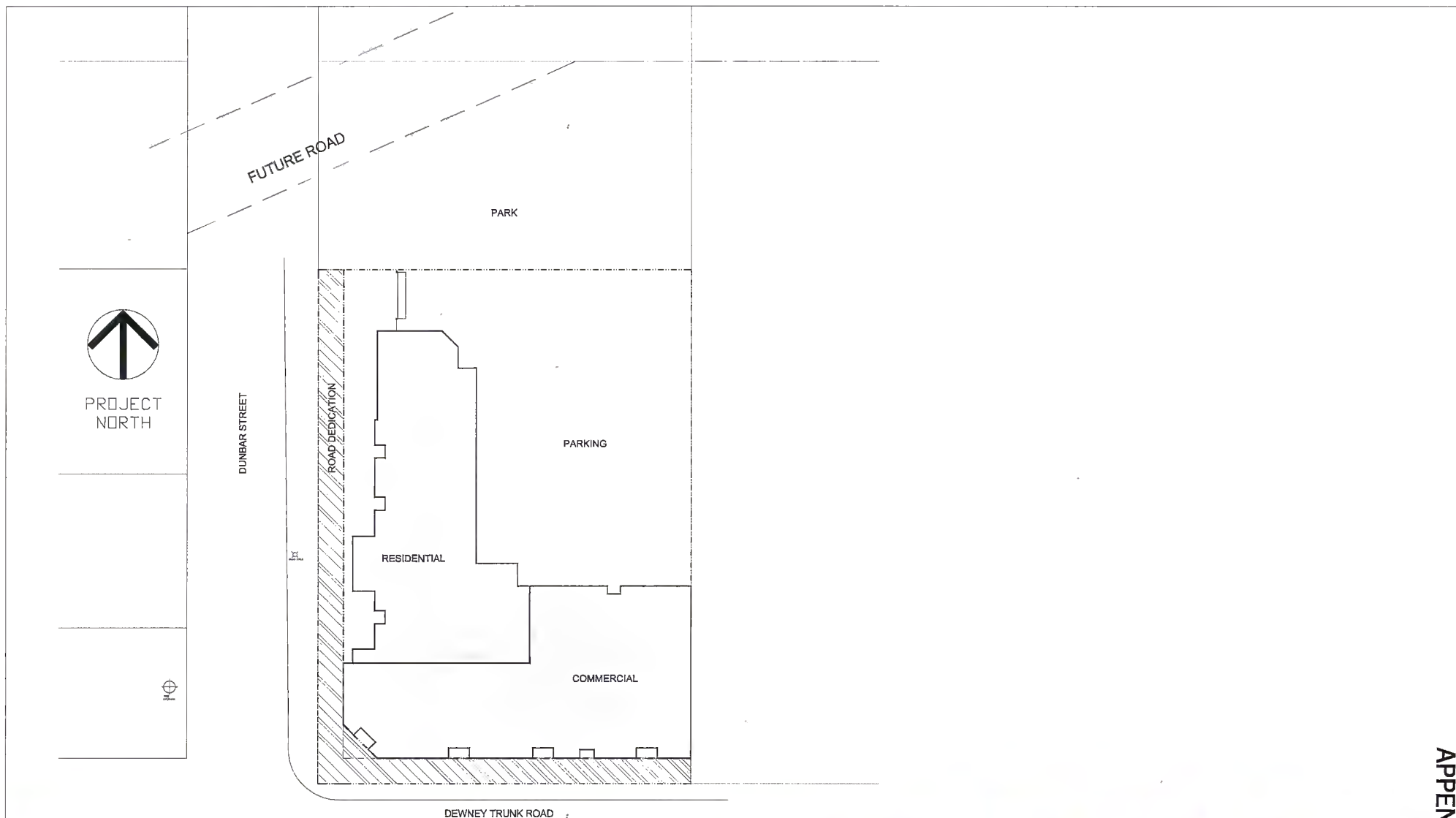
British Columbia

mapleridge.ca

FILE: 2020-421-RZ
DATE: Dec 4, 2020

BY: PC

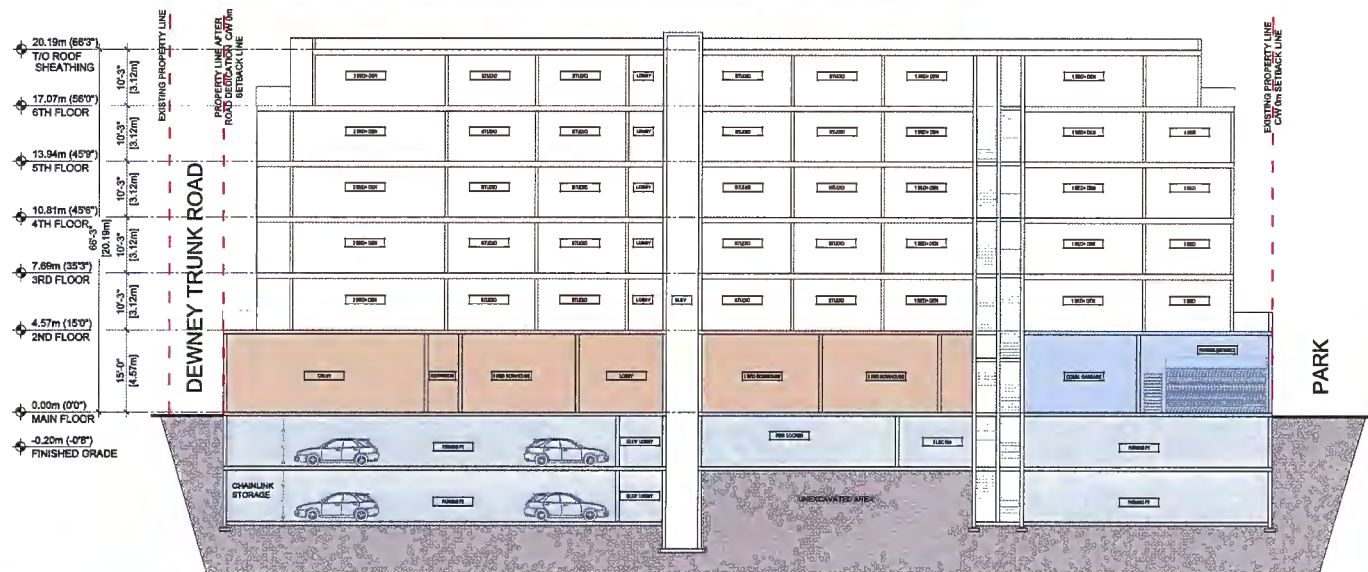
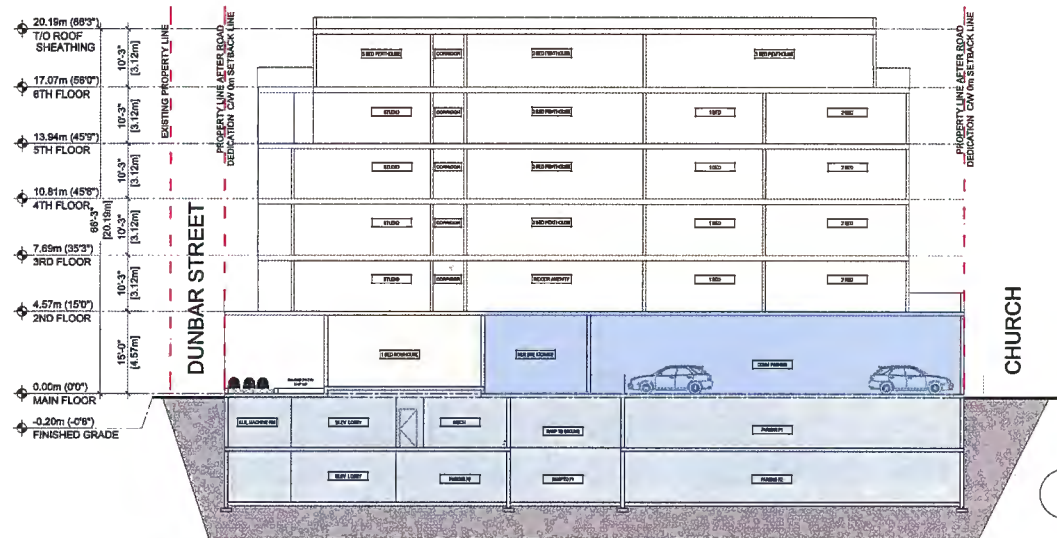
CORPORATE OFFICER





December 11, 2020



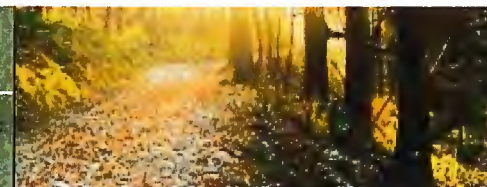


SITE DEVELOPMENT CONCEPT

13326 Dunbar Street
& 22137 Dewdney Trunk Road, MR, BC

ATELIER PACIFIC ARCHITECTURE INC.

December 11, 2020



A5.0

SECTIONS



mapleridge.ca

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First and Second Reading
Zone Amending Bylaw No. 7697-2021;
20629 119 Avenue

MEETING DATE: January 19, 2021
FILE NO: 2020-402-RZ
MEETING: C o W

EXECUTIVE SUMMARY:

An application has been received for a site-specific text amendment to the CS-1 (Service Commercial) zone for the subject property, located at 20629 119 Avenue to allow for licensed health service providers.

For this site, there have been no matters identified by a preliminary review by City Departments to trigger further applications or terms and conditions to be satisfied before final reading. Therefore, this Zoning Bylaw text amendment may proceed to first and second readings, be forwarded to Public Hearing and followed by third reading and adoption of the Zone Amending Bylaw No. 7697-2021.

RECOMMENDATIONS:

That Zone Amending Bylaw No. 7697-2021 be given first and second readings and forwarded to Public Hearing.

DISCUSSION:

a) Background Context:

Applicant: Bob Masse

Legal Description: Lot "A" District Lot 278 Group 1 New Westminster District Plan 76445

OCP:

Existing: Commercial

Zoning:

Existing: CS-1 (Service Commercial)

Surrounding Uses:

North: Use: Residential
Zone: RS-1 (Single Detached Residential)
Designation: Urban Residential

1105

South:	Use:	Commercial
	Zone:	C-2 (Community Commercial) and CS-1 (Service Commercial)
	Designation:	Commercial
East:	Use:	Commercial
	Zone:	C-2 (Community Commercial) and CS-1 (Service Commercial)
	Designation:	Commercial
West:	Use:	Single Family Dwelling
	Zone:	RS-1 (Single Detached Residential)
	Designation:	Commercial
Existing Use of Property:		Commercial
Proposed Use of Property:		Commercial
Site Area:		1.3 HA. (3.2 acres)
Access:		Dewdney Trunk Road and 119 Street
Servicing requirement:		Urban Standard
Previous Applications:		2019-350-RZ

b) Site Characteristics:

The site contains an existing commercial building and accessory parking with a restaurant facing Dewdney Trunk Road, and retail shops, including a fitness centre, facing 119 Avenue. The land is relatively flat, without trees and has a grass landscape strip along Dewdney Truck Road to provide some separation with the parking area.

c) Project Description:

The site was the subject of a previous rezoning application (2019-350-RZ) for a site specific text amendment to the CS-1 (Service Commercial) zone. The previous rezoning was to allow for the operation of physiotherapy and massage therapy clinic. Subsequently, the business owner has sought to expand the clinic to include chiropractic services, therefore necessitating the rezoning to allow for licensed health service providers.

At present, CS-1 zone allows for a limited number of professional services. The services include veterinarians, architects, engineering and surveying offices and drop-in medical clinics. The proposed use is similar in nature to the other professional services already allowed, is a use consistent with the role of this general area as a commercial area and would be consistent with the fitness centre. Therefore, the proposed site specific text amendment is deemed to be supportable.

d) Planning Analysis:

Official Community Plan:

The site is currently designated Commercial in the OCP. The subject site is in the General Commercial category for Commercial designated lands located on the Lougheed Highway stretching to the west of the Town Centre.

In addition, the subject site is located in the Lougheed Transit Corridor Study area. The subject site is in proximity to the West Side Transit Node at 203 Street and in an area designated "Flexible Employment". The proposed use would be supportive of the efforts for densification and responds to market demand for uses and services appropriate to achieving the objectives in the Study.

Zoning Bylaw:

The proposal is to amend the Permitted Use section of the CS-1 (Service Commercial) zone by removing the following clause as a site specific permitted use:

Professional services limited to a physiotherapy and registered massage therapy clinic on the parcel and tract of land and premises known and described as: 20629 119 Avenue – Lot "A" District Lot 278 Group 1 New Westminster District Plan 76445.

Replacing it with the following clause as a site specific permitted use:

Professional services limited to a licensed health service providers on the parcel and tract of land and premises known and described as: 20629 119 Avenue – Lot "A" District Lot 278 Group 1 New Westminster District Plan 76445.

As this application is limited to a site specific zoning bylaw text amendment on a developed site, and the new uses relate well with the existing gym use, it can be supported.

Development Permits:

A development permit application is not required in this instance. There are no external alteration or alterations of a value greater than the monetary threshold requiring a development permit.

Advisory Design Panel:

Given no development permit being required, a submission to the ADP is not necessary for this proposal.

Development Information Meeting:

A Development Information Meeting is not required for this application.

e) Interdepartmental Implications:

City Departments, including the Licenses and Permits Department, were consulted about this application. For this particular site, this rezoning application for a site specific text amendment does not require other referrals or trigger requirements to be satisfied before final adoption.

CONCLUSION:

This Zone Amending Bylaw for a site specific text amendment is in compliance with the OCP, therefore, it is recommended that Council grant first and second readings and to forward Zone Amending Bylaw No. 7697-2021 to Public Hearing. Afterwards, this proposal may proceed to third reading and then adoption, because there are no terms or conditions to be fulfilled by the applicant before final reading.

"Original signed by René Tardif"

Prepared by: **Rene Tardif, BA, M.PL
Planner**

"Original signed by Chuck Goddard"

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

"Original signed by Christine Carter"

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

"Original signed by Al Horsman"

Concurrence: **Al Horsman
Chief Administrative Officer**

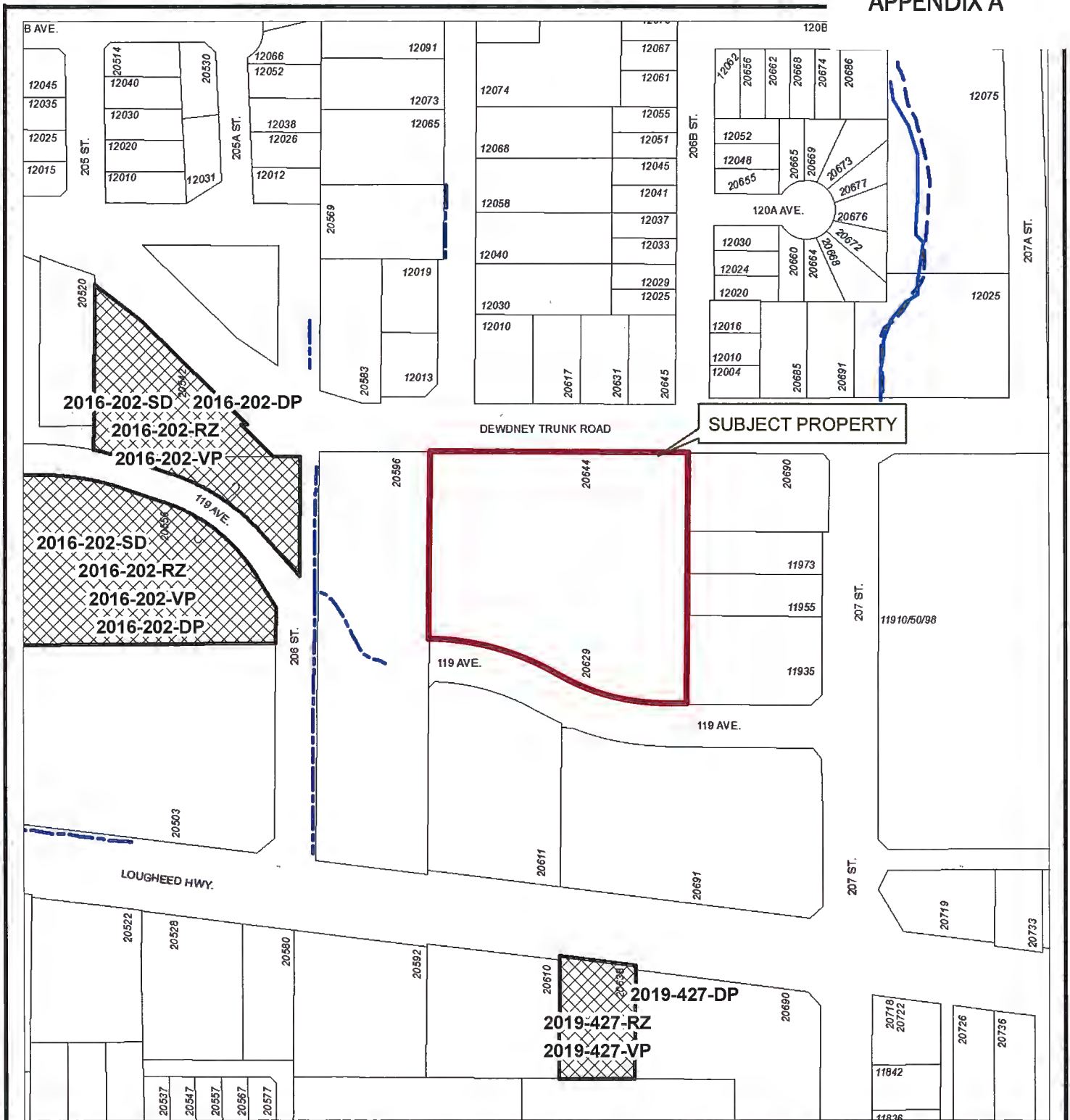
The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map




Appendix C – Zone Amending Bylaw No. 7697-2021

APPENDIX A



Scale: 1:2,500

Legend

-  Stream
 Indefinite Creek
 Active Applications (RZ/SD/DP/VP)

20629 119th AVE



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE:2020-402-RZ
DATE: Nov 13, 2020

BY: BD



Scale: 1:2,500

Legend

- Stream
- Indefinite Creek

20629 119th AVE

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

mapleridge.ca

FILE:2020-402-RZ
DATE: Nov 13, 2020

BY: BD

**CITY OF MAPLE RIDGE
BYLAW NO. 7697-2021**

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

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 7600-2019 as amended;

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7697-2021."
2. Maple Ridge Zoning Bylaw No. 7600-2019 is hereby amended as follows:

Section 708.2 Service Commercial CS-1, 1) Principal Uses is amended by removing the following in sub-section r) clause (iii):

(iii) professional services limited to a physiotherapy and registered massage therapy clinic on the parcel and tract of land and premises known and described as:

20629 119 Avenue – Lot "A" District Lot 278 Group 1 New Westminster District
Plan 76445

and replacing it with:

(iii) professional services limited to licensed health service providers on the parcel and tract of land and premises known and described as:

20629 119 Avenue – Lot "A" District Lot 278 Group 1 New Westminster District
Plan 76445

3. Maple Ridge Zoning Bylaw No. 7600-2019 as amended is hereby amended accordingly.

READ a first time the day of , 20

READ a second time the day of , 20

PUBLIC HEARING held the day of , 20

READ a third time the day of , 20

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: **Second Reading**
Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019;
12061 Laity Street

MEETING DATE: January 19, 2021
FILE NO: 2018-448-RZ
MEETING: C o W

EXECUTIVE SUMMARY:

An application for the property located at 12061 Laity Street (Appendix A and B) has been received for Heritage Designation and Revitalization for heritage protection of the historic Gillespie Residence and integrating this heritage building into a courtyard housing development consisting of three new dwelling units (Appendix C). The Gillespie Residence is listed in the Maple Ridge Heritage Inventory. The proposal is to shift the location of the Gillespie House closer to Laity Street, undertake its conservation, and in exchange for its conservation, to allow three (3) additional dwellings in the form of Courtyard housing based on the RT-2 (Ground-Oriented Residential Infill) zone.

This is being undertaken under Section 610 of the Local Government Act, whereby Council may, by authorizing bylaw, enter into a Heritage Revitalization Agreement (HRA). The main parts of the HRA will include:

- The agreement outlining the particulars for the conservation and protection of the Gillespie Residence, including the timing for the completion of the conservation works;
- A Heritage Conservation Plan (HCP) detailing the character elements, their condition and the process of conservation to be employed; and
- Applying the RT-2 (Ground-Oriented Residential Infill) zone to the development, with variances to best accommodate the envisioned conservation.

The approval process is the same as for zone amending bylaws, requiring four (4) bylaw readings, a Public Hearing between second and third reading, and addressing terms and conditions before adoption. Issuance of a Development Permit for the three (3) Courtyard dwelling units and a Heritage Alteration Permit for the Gillespie Residence will occur concurrently with final adoption of the bylaw.

Pursuant to Council policy, this application is subject to the Community Amenity Contribution (CAC) Program at a rate of \$4,100 per dwelling unit. The policy exempts payment on the first Courtyard dwelling unit and Council may wave payment on heritage buildings being conserved. Therefore, the CAC payment would be for two dwelling units, for an estimated amount of \$8,200.

RECOMMENDATIONS:

- 1) That Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019 be given second reading, as amended, 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 deposit of a security, 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 the stormwater management strategy on the subject property;
- iv) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.
- v) Submission of a forfeitable security of \$25,000 for the relocation and conservation of the Gillespie Residence;
- vi) That a voluntary contribution, in the amount of \$8,200 (\$4,100 per unit), exempting the first courtyard housing unit and the Gillespie Residence, be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

DISCUSSION:

1) **Background Context:**

Applicant: Casa Realty Investments

Legal Description: Lot 130 District Lot 242 Group 1NWD Plan 47517

OCP:

Existing: Urban Residential
Proposed: Urban Residential

Zoning:

Existing: RS-1 (One Family Urban Residential)
Proposed: Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019 , which is based on RT-2 (Ground-Oriented Residential Infill)

Surrounding Uses:

North:	Use:	Residential
	Zone:	RS-1 (Single Detached Residential)
	Designation:	Urban Residential
South:	Use:	Residential
	Zone:	RS-1 (Single Detached Residential)
	Designation:	Residential
East:	Use:	Residential
	Zone:	RS-1 (Single Detached Residential)
	Designation:	Urban Residential

West:	Use:	Residential
	Zone:	RS-1 (Single Detached Residential)
	Designation:	Urban Residential
Existing Use of Property:		Residential
Proposed Use of Property:		Courtyard Residential
Site Area:		0.128 HA. (0.32 acres)
Access:		12061 Laity Street
Servicing requirement:		Urban Standard

2) Project Description:

The proposal is for a four-unit (4) Courtyard residential project (Appendix D), where one (1) of the units will be the existing Gillespie House (floor area of 197.8 m² or 2,129 ft²). The proposal is to move the residence from its current location towards the front of the property, onto a new foundation that is closer and more viable to the general public from Laity Street.

The remaining three (3) new dwelling units will be located elsewhere on the site. One new dwelling will be facing Laity Street with a driveway into the site separating it from the Gillespie House. The driveway leads to a courtyard area, with a building with two (2) new dwellings to the rear. The buildings are of a modest design, ranging between 263.3 and 267.9 m² (2,834 ft² and 2,884 ft²), borrowing design elements from the Gillespie House to be compatible, yet different enough to be distinct from the Gillespie House.

There will be two (2) parking spaces provided for each of the dwelling units, for a total of eight (8) parking spaces. Four (4) will be unconcealed parking, one garage will have two (2) side-by-side spaces and two (2) garages will have single car parking. Visitor parking is not required for Courtyard housing projects.

The applicant proposes that the project be done in two phases:

- Phase 1: Within 18 months of Council adopting the HRA Bylaw, the Gillespie House will be moved under the supervision of the Heritage Professional and placed on a new foundation closer to Laity Street; and
- Phase 2: Once the conservation works on the Gillespie House are completed, as certified by the Heritage Professional, the applicant will proceed with the development of the three (3) remaining units for the courtyard residential project.

An HRA Bylaw will govern the conservation works, allowing the Courtyard development, thus no rezoning will be required. Because the use and density is being changed like for a rezoning proposal, this HRA Bylaw will require a Public Hearing.

The HRA Bylaw that was granted first reading was based on the RT-2 (Ground-Oriented Residential Infill) Zone under the former Zoning Bylaw. The HRA Bylaw attached in Appendix C has been amended to apply the RT-2 (Ground-Oriented Residential Infill) Zone under the new Zoning Bylaw No. 7600-2019 to the development of the site. Therefore, a series of minor amendments are necessary to the HRA bylaw since first reading was granted by Council and therefore is being brought back for second reading, as amended.

These minor changes include:

- Citing the new Zoning bylaw, Maple Ridge Zoning By-law No. 7600-2019, in Section 16 of the Agreement and in Schedule "F";
- Finalization of the site plan allowed a full complement of eight (8) parking spaces to be provided. Therefore, the variance reducing the parking requirement from eight (8) spaces to six (6) spaces has been removed in Schedule "F";
- The Zoning Bylaw section numbers in Schedule "F" were changed to reference the appropriate section numbers contained in the new Zoning bylaw. The interior setbacks were also modified to accommodate the detailed site plans submitted for this second reading report;
- Comments from the Engineering Department resulted in the variance to Maple Ridge Subdivision and Development Servicing Bylaw No. 4800 – 1993 to be adjusted to only include the reduction in right-of-way width along the frontage of Laity Street; and
- Incidental housekeeping changes and formatting.

3) Planning Analysis:

i) Official Community Plan:

The project fully complies with the policies in the OCP to conserve and protect heritage assets in the City as follows:

Policy 4 – 40: Maple Ridge will encourage the conservation and designation of significant heritage structures, and natural and cultural landscape features in each neighbourhood.

Policy 4 – 44: Maple Ridge will endeavour to use tools available under Provincial legislation more effectively to strengthen heritage conservation in the District. Other planning tools will also be utilized where appropriate to establish a comprehensive approach to heritage management in the District.

Staff comment: The Heritage Professional has concluded that the Gillespie House is significant for its association with interwar development and the Late Craftsman styling detailing popular in the greater Haney neighbourhood. The Heritage Revitalization Agreement is the most effective tool to achieve the conservation of the Gillespie House and to accommodate the proposed Courtyard residential development.

Secondary to the above heritage policies, the proposed development is also consistent with other policies such as OCP Policy 3 – 18 to increase densities on Major Road Corridors (Laity Street) in the urban area; OCP Policy 3 – 20 to encourage infill development with projects like the one proposed; and OCP Policy 3 – 21 to give particular attention to conservation of heritage buildings that contribute to the unique character of a neighbourhood.

Therefore, the project is fully in compliance with the OCP.

ii) Heritage Strategic Plan:

The Heritage Strategic Plan contains a series of strategies and accompanying Actions respecting the management of heritage assets in Maple Ridge. The following Actions under *Strategy 2: Heritage Management* and *Strategy 4: Historic Communities* apply:

- *Develop an enhanced heritage incentives program, using tools enabled under provincial legislation;*

- *Conserve heritage resources in each historic community; and*
- *Plan for the development of sustainable and vibrant neighbourhoods by building on the character, amenities and historic infrastructure of existing neighbourhoods.*

Staff Comment: The Gillespie House represents the style of housing prevalent in the greater Haney area neighbourhood in the interwar period, while retaining details that were not ordinary reflected due to the economic austerity in that period. The proposed development not only facilitates retention, but will result in a project that takes on some of the elements of the Gillespie House to build character and enhance the vibrancy of the surrounding neighbourhood.

The proposal is fully in compliance with the Heritage Strategic Plan.

iii) HRA Bylaw:

The Gillespie House situated at 12061 Laity Street has been identified in the Maple Ridge Heritage Inventory for conservation due to its heritage value and heritage character. Therefore, the property is proposed to be subject to Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019 (HRA Bylaw). This bylaw has the following components:

1. Conservation Component: The HRA Bylaw (Appendix C) contains the Heritage Conservation Plan (HCP) (Appendix C Schedule C) prepared by a consultant recognized by the Canadian Association of Heritage Professionals (CAHP). It will be under this HCP that the Gillespie Residence will be conserved. This plan is based on the Standards and Guidelines for the Conservation of Historic Places in Canada (the Standards), which were adopted by Council on March 24, 2009 and have been applied consistently to guide the conservation of all protected heritage properties in Maple Ridge.
2. Rezoning Component: The HRA Bylaw will over-ride the existing RS-1 (Single Detached Residential) Zone to apply RT-2 (Ground-Oriented Residential Infill) Zoning regulations as varied by the HRA. In exchange, for conserving the heritage residence, the HRA bylaw provides for the RT-2 (Ground-Oriented Residential Infill) Zone to be applied to the lands (Appendix C Schedule F) as follows:
 - The RT-2 zone in accordance with the City's new Zoning Bylaw No. 7600-2019 will apply to the development of the lands and allow four (4) dwelling units on the subject site, one of which is the Gillespie House, as a Courtyard Residential development; and
 - HRA proposes these variances:
 - 1 (a) Allowing unconcealed parking: The four (4) unconcealed residential parking spaces will be allowed, provided they are landscaped and are incorporate using an attractive surface treatment, as specified in the development permit to be approved at a later date by Council;
 - 2 (a) Lot Width: The minimum lot width be reduced to accommodate the existing lot (24.42 metres instead of 25 metres);
 - (b) FSR Calculation: This proposal followed an early version of the of the RT-2 zone, allowing the practice in the RM-1 Zone to exclude up to 50 sq. m. of basement area per dwelling from the Floor Space Ratio (FSR) calculation. This exclusion language is included in Schedule F of the HRA Agreement thus avoiding the need for the developer to redesigning the project and allowing for best practices to conserve the Gillespie House;

- (c) Setbacks: The minimum interior side lot line setback be reduced for the three new dwellings from 2.25 metres to 1.82 metres and to 1.22 metres for the Gillespie Residence from the south lot line;
- (d) The maximum height be increased from 8.0 metres to 8.8 metres; and

- 3 (a) Road Design: Reducing the bike lane and travel lane widths for the Collector Road Standard under the Maple Ridge Subdivision and Servicing Bylaw.

In the HRA bylaw granted first reading, Schedule "F" included a variance to the Accessory Off Street Parking and Loading Bylaw. That variance was to reduce the requirement from 2.0 parking spaces per dwelling unit (eight (8) spaces) to 1.5 parking spaces per dwelling unit (six (6) spaces) has been deleted. The developer reconsidered this, and the site plan was adjusted, without impacting private open space, to provide the full parking requirement of eight (8) parking spaces for the project. Therefore, this variance was removed.

Staff supports these variances for the following reasons:

- The concealed parking spaces will be suitably landscaped and finished;
 - The width variance accommodates an existing legal parcel and the applicant has demonstrated that the Gillespie Residence can be successfully conserved and a Courtyard complex developed generally in accordance with the interim multi-plex guidelines (see ADP review section) on the slightly narrower lot;
 - The 50 sq. m. basement area exclusion, setback and height variances can be supported because the applicant has demonstrated these variances assist in achieving the intent of the Heritage Conservation Plan;
 - The Advisory Design Panel supported the design of the project, including the manner in which the heritage residence, is integrated into the overall project.
- 3. Heritage Designation Component: The Gillespie House and the portion of the subject site upon which it is located (the Real Property as defined under the *Local Government Act*), will become a Designated Heritage Site (Appendix C Schedule G) under the provisions of the *Local Government Act* Section 611. This provides certain protection such as preventing demolitions and benefits such as financial incentives.
 - 4. Heritage Tax Exemption Component: Through designation, the Gillespie House may be granted a municipal tax exemption for a fixed time period (5 years being proposed) under the *Community Charter Act*, Section 225. As part of this approval process, under Section 226 of the same Act, there will be the necessary notice will be published prior to final approval of the HRA Bylaw.
 - 5. Notification to the Minister: The City will provide notification of the HRA Agreement, Designation and Heritage Tax Exemption in accordance with Section 595 (1) of the *Local Government Act*, once the HRA bylaw is adopted.

Permit Requirements:

There will be two (2) permits forwarded to Council at a later date to approve and issue in conjunction with adoption of the HRA Bylaw. These permits are as follows:

Form and Character Development Permit:

Pursuant to Section 8.7 of the OCP, a Multi-Family Development Permit application is required for the three (3) courtyard units to ensure the current proposal enhances existing neighbourhoods with

compatible housing styles that meet diverse needs, and minimize potential conflicts with neighbouring land uses.

This permit will apply to the design of the three courtyard units, parking and site landscaping, including any stormwater management incorporated into the landscaping (Appendix D).

Heritage Alteration Permit:

Pursuant to Section 15 of the Maple Ridge Heritage Procedures Bylaw 6951-2012, a Heritage Alteration Permit application is required for all heritage conservation projects.

This permit is an equivalent instrument to a development permit; however, it strictly applies to a heritage building and is governed by the criteria and guidelines within the Heritage Conservation Plan forming part of a HRA bylaw. OCP development permit area guidelines do not apply.

iv) Advisory Design Panel:

The application was reviewed by the ADP at a meeting held on November 17, 2020 and their comments and the applicants responses are outlined in Appendix F.

v) Development Information Meeting:

A virtual Development Information Meeting was held between November 22nd, 2020 to December 2nd, 2020. Four (4) people responded by email or by phone call. A summary of the main comments and discussions was provided by the applicant and include the following main points:

Issues raised by the Public	Applicant's response to issues raised
What does the proposed rezoning from RS-1 to Heritage Revitalization Agreement mean? How will three new units be added on the lot?	The purpose and workings of the HRA, the conservation guidelines, the strategy of moving the Gillespie Residence and siting of three new dwellings was explained. Colour elevation plans were emailed to the resident.
Is removal of the trees proposed along the west/back fence line for either development?	No tree removal is proposed along the back fence area.
Exiting onto Laity is a struggle during rush hours.	The design for the driveway allows car to wait for access while the second car can simultaneously drive into the property, thus minimizing the impact of traffic issues on the residents.
Request to see the plans and more details?	Colour elevation plans were emailed to the resident.
What will be the fate of the heritage house? How many new dwellings? Will the units have yards?	The Gillespie house will be conserved. There will be three (3) new dwelling. All four (4) dwellings will have their own private yards.

4) Interdepartmental Implications:

i) Engineering Department:

The project will require a Rezoning Servicing Agreement for the necessary utility, road, sidewalks and street lighting. Upgrades usually associated with development applications will also be described and securities collected under this agreement. The preliminary plan showing a proposed fill and retaining walls at the rear of the lot has been modified to comply with the requirements of the Engineering Department. Road widening is not required; however, varying some of the Collector Road standards are supported as described earlier and provided for in the HRA Agreement.

ii) License, Permits and Bylaws Department:

The Building Department commented on matters that will be subject to more detailed review at the building permit stage, like sprinklering and usual Code-related and safety matters. The stormwater management plan is to take into consideration The Fraser River Escarpment area requirements as plans are finalized after third reading of the HRA bylaw. The existing site grades are to be retained and servicing is to be by way of gravity flow.

CONCLUSION:

This Heritage Revitalization Agreement application proposes to conserve the Gillespie House by moving the residence, under the supervision of the Heritage Professional, to a more prominent location on its historic parcel. This would allow for this significant heritage asset to be more viable from the public realm by passersby. In exchange for its conservation, the developer will gain three (3) new dwelling units, incorporated with the relocated Gillespie House, to result in a Courtyard Residential Development. This increase in density is consistent with the infill policies of the OCP.

This development has a design that is sensitive both to the heritage character of the Gillespie House and is compatible with the surrounding residential neighbourhood. The Advisory Design Panel supported this design having achieved this intent. Sensitive infill will be achieved through the careful application of development permit and landscaping guidelines and the measures in the HRA Bylaw's Heritage Conservation Plan to be reflected in heritage alteration permit. The conservation of the Gillespie Residence will achieve the applicable strategies in the Maple Ridge Heritage Strategic Plan.

This proposal is in compliance with the OCP; therefore, it is recommended that Council grant Second Reading, as amended, to Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019 and forward application 2017-448-RZ (HRA) to Public Hearing.

"Original signed by Adrian Kopystynski"

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

"Original signed by Chuck Goddard"

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

"Original signed by Christine Carter"

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

"Original signed by Al Horsman"

Concurrence: **Al Horsman
Chief Administrative Officer**

The following appendices are attached hereto:

Appendix A – Subject Map

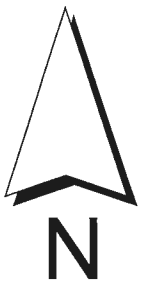
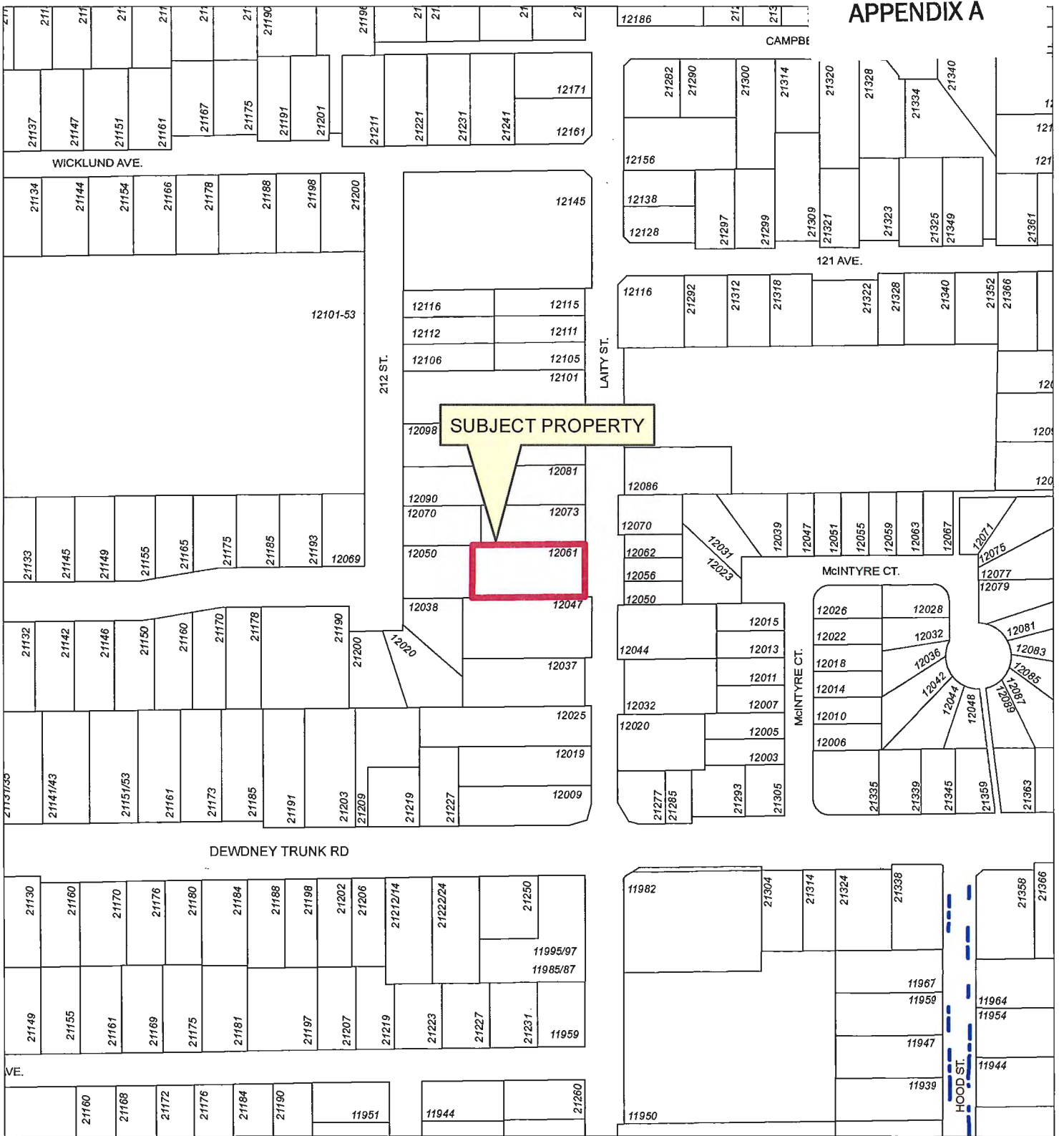
Appendix B – Ortho Map

Appendix C – Maple Ridge Heritage Designation and Revitalization and Tax Exemption
Agreement Bylaw No. 7532-2019

Appendix D – Architectural and Landscaping Plans

Appendix E – ADP design comments

APPENDIX A



Scale: 1:2,500

Legend

 Ditch Centreline

12061 Laity St



MAPLE RIDGE

British Columbia

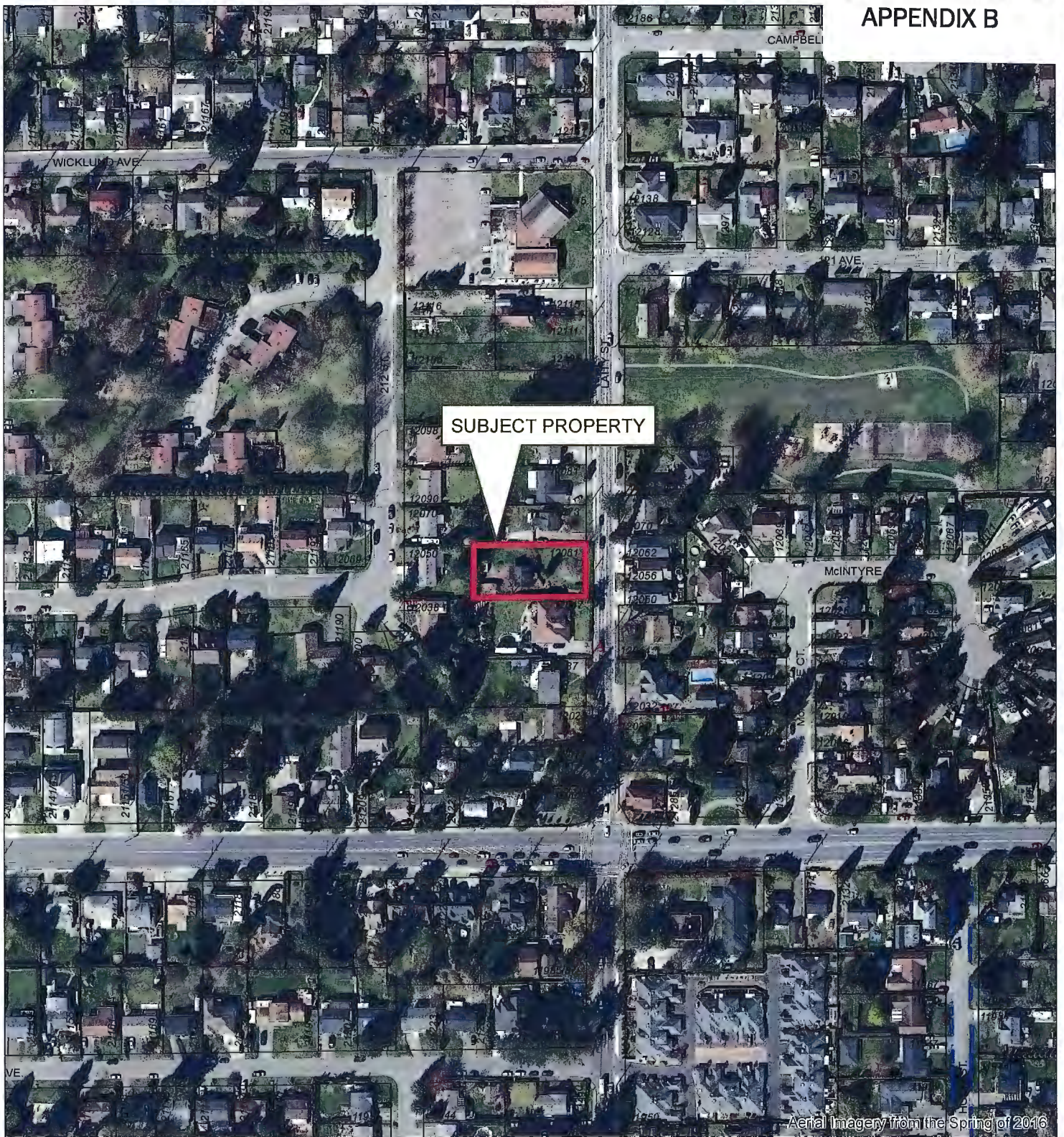
mapleridge.ca

FILE: 2018-448-RZ

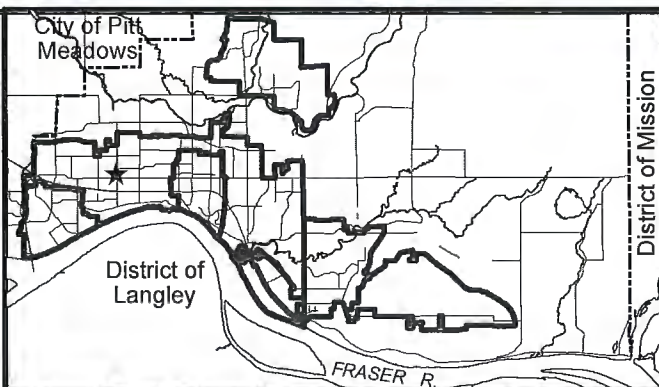
DATE: Nov 14, 2018

BY: LP

APPENDIX B

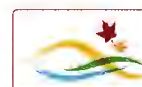


Scale: 1:2,500



12061 Laity St

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2018-448-RZ

DATE: Nov 14, 2018

BY: LP

**CITY OF MAPLE RIDGE
BYLAW NO. 7532-2019**

A Bylaw to designate a property as a heritage property under Section 967 of the *Local Government Act* and to enter into a Heritage Revitalization Agreement under Section 966 of the *Local Government Act* and to grant a Tax Exemption under Section 225 of the *Community Charter*

WHEREAS the Municipal Council of the City of Maple Ridge considers that the property located at 12061 Laity Street, Maple Ridge, B.C. has heritage value and heritage character and that certain portions of the land and the building on the Property known as “the Gillespie House” should be designated as protected under section 967 of the *Local Government Act*;

AND WHEREAS the City of Maple Ridge and 1103625 BC Ltd. Inc. No. BC 1103625 (“the Owners”) wish to enter into a Heritage Revitalization Agreement for the property;

AND WHEREAS the Municipal Council of the City of Maple Ridge wishes to exercise its discretion under section 225 of the *Community Charter* to exempt the designated portion of the property from municipal property taxation subject to the terms of an exemption agreement;

AND WHEREAS the City of Maple Ridge has provided notice of a proposed tax exemption bylaw in accordance with section 227 of the *Community Charter*;

AND WHEREAS the Owners of the Property intend to have a strata titled development of the Property and has agreed that in order to ensure the protection of the heritage value and heritage character of the of the Property, certain provisions must be in place, including the requirement for notice to be placed on title to any strata lots created by the filing of a strata plan in respect of all or part of the Property;

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

Citation

- 1.1 This Bylaw may be cited as “Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019”.

Interpretation

- 2.1 In this Bylaw, the terms “heritage value”, “heritage character” and “alter” have the corresponding meanings given to them in the *Local Government Act*.

Heritage Revitalization and Tax Exemption Agreement

- 3.1 The City of Maple Ridge enters into a Heritage Revitalization and a Tax Exemption Agreement (the “Agreement”) with the registered owners of the properties located at 12061 Laity Street, Maple Ridge and legally described as:

PID: 006-199-704

Lot 30 District Lot 242 Group 1 New Westminster District Plan 47517

(the “Property”).

- 3.2 The Mayor and Corporate Officer are authorized on behalf of the City of Maple Ridge Council to sign and seal the Agreement in the form attached as Appendix "1" to this Bylaw.
- 3.3 Subject to all of the terms and conditions set out in the Agreement, the Designated portion of the Property on which is located the "Existing Heritage Building", as described in the Agreement, shall be exempt from City property taxation for a term of five (5) years effective from the date on which the Agreement comes into force.

Heritage Designation

- 4.1 Council hereby designates the "Existing Heritage Building", as described in the Agreement and that portion of the Property containing the "Existing Heritage Building", as protected heritage property for the purposes of section 967 of the *Local Government Act* of British Columbia.

Exemptions

- 5.1 The following actions may be undertaken in relation to the Existing Heritage Building without first obtaining a heritage alteration permit from the City:
- (a) non-structural renovations or alterations to the interior of the building or structure that do not affect any protected interior feature or fixture and do not alter the exterior appearance of the building or structure; and
 - (b) non-structural normal repairs and maintenance that do not alter the exterior appearance of a building or structure.
- 5.2 For the purpose of section 5.1, "normal repairs" means the repair or replacement of elements, components or finishing materials of a building, structure or protected feature or fixture, with elements, components or finishing materials that are equivalent to those being replaced in terms of heritage character, material composition, colour, dimensions and quality.

READ a first time the 26th day of February, 2019.

READ a second time, as amended, the day of , 20

PUBLIC HEARING held the day of , 20

READ a third time the day of , 20

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

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

THIS AGREEMENT dated for reference the day of ,..... is

1103635 BC Ltd. Inc. Inc. No. 1103635
15582 80 Avenue
Surrey, B.C. V3S 2J3

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

A. Insert is the registered owner in fee simple of the land and all improvements located at 12061 Laity Street, Maple Ridge, BC and legally described as:

Lot 30 District Lot 242 Group 1 New Westminster District Plan 47517

B. There is one principal building currently situated on the Lands, as shown labeled on the sketch map attached as Schedule "A" to this Agreement (the "Existing Heritage Building"), and the City and the Owners agree that the Existing Heritage Building also known as the Gillespie Residence has heritage value and heritage character and should be conserved;

C. The Owners intend to apply to the City for approval to construct a Courtyard Residential complex, with the Existing Heritage Building being relocated in-situ and being one of the four buildings forming the Courtyard Residential layout, generally in accordance with the proposed development site plan attached as Schedule "B" (the "Proposed Site Plan");

D. The remaining units will be subject to a development permit governing their form and character such that the design will be physically and visually compatible with, subordinate to and distinguishable from the Existing Heritage Building.

E. Section 966 of the *Local Government Act* authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property, and to allow variations of, and supplements to, the provisions of a bylaw or a permit issued under Part 26 or Part 27 of the *Local Government Act*;

- F. Section 225 of the *Community Charter* authorizes a local government to enter into an agreement with the owner of eligible heritage property that is to be exempt from municipal taxation, respecting the extent of the exemption and the conditions on which it is made;
- G. The Owners and the City have agreed to enter into this Heritage Revitalization and Tax Exemption Agreement setting out the terms and conditions by which the heritage value of the Existing Heritage Building is to be preserved and protected, in return for specified supplements and variances to City bylaws and the exemption of the Existing Heritage Building from City property taxation for a specified term;

THIS AGREEMENT is evidence that in consideration of the sum of ten dollars (\$10.00) now paid by each party to the other and for other good and valuable consideration (the receipt of which each party hereby acknowledges) the Owners and the City each covenant with the other as follows:

Effective Date

- 1. The date of final adoption of the bylaw to which this Agreement is attached is the "Effective Date".

Conservation of the Existing Heritage Buildings

- 2. The Owners shall, promptly following the Effective Date, commence and complete the restoration, renovation and conservation of the Existing Heritage Building (the "Work") in accordance with recommendations set out in the Conservation Plan attached as Schedule "C" to this Agreement (the "Conservation Plan").
- 3. Prior to commencement of the Work, the Owners shall obtain from the City all necessary permits and licences, including a heritage alteration permit.
- 4. The Work shall be done at the Owners' sole expense in accordance with generally accepted engineering, architectural and heritage conservation practices. If any conflict or ambiguity arises in the interpretation of the Conservation Plan, the parties agree that the conflict or ambiguity shall be resolved in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada*, Second Edition, published by Parks Canada in 2010, or any future update to this edition.
- 5. The Owners shall, at their sole expense, engage a member of the British Columbia Association of Heritage Professionals (the "Registered Professional") to oversee the Work and to perform the duties set out in section 7 of this Agreement.
- 6. If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

7. The Owners shall cause the Registered Professional to:
- (a) prior to commencement of the Work, provide to the City an executed and sealed Confirmation of Commitment in the form attached as Schedule "D" to this Agreement;
 - (b) while the Existing Heritage Building is being stored on the Lands, insure it is secured at all times and suitable measures are in place to protect it from any damage during excavation activities and construction on the Property. All contractors and tradespersons shall be made aware that the Existing Heritage Building is a protected heritage building;
 - (c) throughout the course of the Work, effectively oversee the work of all contractors and tradespersons and inspect all materials leaving and arriving at the site to ensure that the Work is carried out in accordance with the Conservation Plans;
 - (d) obtain the City's approval for any changes to the Work, including any amended permits that may be required;
 - (e) upon substantial completion of the Work, provide to the City an executed and sealed Certification of Compliance in the form attached as Schedule "E" to this Agreement; and
 - (f) notify the City within one (1) business day if the Registered Professional's engagement by the Owners is terminated for any reason.

Heritage Revitalization Information Sign

8. The Owners shall erect on the Lands and keep erected throughout the course of the Work, a sign of sufficient size and visibility to effectively notify contractors and tradespersons entering onto the Lands as well as the general public that the Work involves protected heritage property and is being carried out for heritage conservation purposes stating as follows:

PROTECTED HERITAGE SITE

Gillespie Residence

No Vandalism or Removal of Materials

Maximum Individual Penalty: \$50,000 and 2 years imprisonment:

Future Development

9. The Owners agrees to relocate the Existing Heritage Building onto a new foundation and complete the Works prior to any further development of the Lands.

Timing of Restoration

10. The Owners shall commence and complete all actions required for the completion of the Work in accordance with this Agreement within 18 months following the Effective Date.

Ongoing Maintenance

11. Following completion of the Work, the Owners shall, in perpetuity, maintain the Existing Heritage Building and the Lands in good repair in accordance with the provisions and the checklist in Section 6.0 Maintenance Plan contain in the Conservation Plan and the maintenance standards set out in Maple Ridge Heritage Site Maintenance Standards Bylaw No. 6710-2009.

Security:

12. As security for the due and proper storage on the Lands, relocation onto a permanent foundation on the Lands and the completion of all Works for the Existing Heritage Building on the Lands, the Owners shall deposit a security with the City in the amount of \$25,000.00 in the form of a letter of credit (the "Security"). The Owners will, without notice from the City, renew the Security prior to the expiration of its term. If the Owners fail or neglect to renew the Security not less than one month prior to the expiration of its term, the City may make demand upon such Security and hold the proceeds so obtained in place of the Security. In the event that the Existing Heritage Building is completely destroyed prior to the Works being completed and final occupancy granted by the City, then, without limiting the City's other rights and remedies under this Agreement and the relevant statutory provisions, the Security with any interest thereon shall be forfeited to the City as liquidated damages, the parties agreeing that the Security shall constitute a genuine pre-estimate of damages arising from the loss of the Existing Heritage Building in its original state.

Damage to or Destruction of Existing Heritage Building

13. If the Existing Heritage Building is damaged, the Owners shall obtain a heritage alteration permit and any other necessary permits and licences and, in a timely manner, shall restore and repair the Existing Heritage Building to the same condition and appearance that existed before the damage occurred.
14. If, in the opinion of the City, the Existing Heritage Building is completely destroyed, the Owners shall construct a replica, using contemporary materials if necessary, of the Existing Heritage Building that complies in all respects with the Conservation Plan and with the City's Zoning Bylaw as varied by this Agreement, after having obtained a heritage alteration permit and all other necessary permits and licences.
15. The Owners shall use their best efforts to commence and complete any repairs to the Existing Heritage Building, or the construction of any replica or replacement building, with reasonable dispatch.

Variations to City's Zoning and Parking Bylaws

16. District of Maple Ridge Zoning Bylaw No. 3510-1985 (the "Zoning Bylaw") is varied and supplemented in its application to the Lands and the Existing Heritage Building in the manner and to the extent provided in the table attached as Schedule "F" to this Agreement.

Heritage Designation

17. The Owners hereby irrevocably agree to the designation of the Existing Heritage Building and that portion of the Lands containing the Existing Heritage Building as identified on the plan attached herein as Schedule "G", as a municipal heritage site in accordance with section 967 of the Local Government Act, and release the City from any obligation to compensate the Owners in any form for any reduction in the market value of the Lands or that portion of the Lands that may result from the designation.

Tax Exemption Conditions

18. The City hereby exempts from City property taxation, for five (5) years following the Effective Date, that portion of the Lands on which the Existing Heritage Building is located, as shown on the sketch map attached as Schedule "A", on the following conditions:
 - (a) all items agreed to within this Agreement must be met;
 - (b) any other fees and charges related to the Lands and the Existing Heritage Building due to the City of Maple Ridge are paid in full;
 - (c) the Owners are not in contravention of any other City of Maple Ridge bylaw.
19. If any condition set out in section 18 above is not met to the satisfaction of the City, acting reasonably, then the Owners must pay to the City the full amount of tax exemptions received, plus interest, immediately upon written demand.
20. Without limiting the foregoing, if the Existing Heritage Building is completely destroyed and the Owners are required to construct a replica building in accordance with section 13, the tax exemption granted by section 18 shall be at an end and the Owners shall pay to the City the full amount of tax exemptions received, plus interest, immediately upon written demand.

Interpretation

21. In this Agreement, "Owners" shall mean the registered owners of the Lands or a subsequent registered owner of the Lands, as the context requires or permits.

Conformity with City Bylaws

22. The Owners acknowledge and agree that, except as expressly varied by this Agreement, any development or use of the Lands, including any construction, restoration and repair of the Existing Heritage Building, must comply with all applicable bylaws of the City.

Heritage Alteration Permits

23. Following completion of the Work in accordance with this Agreement, the Owners shall not alter the heritage character or the exterior appearance of the Existing Heritage Building, except as permitted by a heritage alteration permit issued by the City.

Statutory Authority Retained

24. Nothing in this Agreement shall limit, impair, fetter or derogate from the statutory powers of the City, all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled.

Indemnity

25. The Owners hereby release, indemnify and save the City, its officers, employees, elected officials, agents and assigns harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the existence or effect of any of the restrictions or requirements in this Agreement, or the breach or non-performance by the Owners of any term or provision of this Agreement, or by reason of any work or action of the Owners in performance of their obligations under this Agreement or by reason of any wrongful act or omission, default, or negligence of the Owners.

26. In no case shall the City be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owners or by any other person who may be on the Lands; or
- (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands, or any improvements or personal property thereon belonging to the Owners or to any other person,

arising directly or indirectly from compliance with the restrictions and requirements in this Agreement, wrongful or negligent failure or omission to comply with the restrictions and requirements in this Agreement or refusal, omission or failure of the City to enforce or require compliance by the Owners with the restrictions or requirements in this Agreement or with any other term, condition or provision of this Agreement.

No Waiver

27. No restrictions, requirements or other provisions of this Agreement shall be deemed to have been waived by the City unless a written waiver signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default, nor any previous written waiver, shall be taken to operate as a waiver by the City of any subsequent default or in any way defeat or affect the rights and remedies of the City.

Inspection

28. Upon request, the Owners shall advise or cause the Registered Professional to advise the City's Planning Department of the status of the Work, and, without limiting the City's power of inspection conferred by statute and in addition to such powers, the City shall be entitled at all reasonable times and from time to time to enter onto the Lands for the purpose of ensuring that the Owners are fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owners.

Enforcement of Agreement

29. The Owners acknowledge that it is an offence under section 981(1)(c) of the *Local Government Act* to alter the Lands or the Existing Heritage Building in contravention of this Agreement, punishable by a fine of up to \$50,000.00 or imprisonment for a term of up to 2 years, or both.
30. The Owners acknowledge that it is an offence under section 981(1)(b) of the *Local Government Act* to fail to comply with the requirements and conditions of any heritage alteration permit issued to the Owners pursuant to this Agreement and section 972 of the *Local Government Act*, punishable in the manner prescribed in the preceding section.
31. The Owners acknowledge that, if the Owners alter the Lands or the Existing Heritage Building in contravention of this Agreement, the City may apply to the B.C. Supreme Court for:
 - (a) an order that the Owners restore the Lands or the Existing Heritage Building to its condition before the contravention;
 - (b) an order that the Owners undertake compensatory conservation work on the Lands or the Existing Heritage Building;
 - (c) an order requiring the Owners to take other measures specified by the Court to ameliorate the effects of the contravention; and
 - (d) an order authorizing the City to perform any and all such work at the expense of the Owners.
32. The Owners acknowledge that, if the City undertakes work to satisfy the terms, requirements or conditions of any heritage alteration permit issued to the Owners pursuant to this Agreement upon the Owners' failure to do so, the City may add the cost of the work and any incidental expenses to the taxes payable with respect to the Lands, or may recover the cost from any security that the Owners have provided to the City to guarantee the performance of the terms, requirements or conditions of the permit, or both.
33. The Owners acknowledge that the City may file a notice on title to the Lands in the land title office if the terms and conditions of the Agreement have been contravened.
34. The City may notify the Owners in writing of any alleged breach of this Agreement to the Owners shall have the time specified in the notice to remedy the breach. In the event that the Owners fail to remedy the breach within the time specified, the City may enforce this Agreement by:
 - (a) seeking an order for specific performance of this Agreement;
 - (b) any other means specified in this Agreement; or
 - (c) any means specified in the *Community Charter* or the *Local Government Act*,

and the City's resort to any remedy for a breach of this Agreement does not limit its right to resort to any other remedy available at law or in equity.

Headings

35. The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement or any of its provisions.

Appendices

36. All schedules to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

37. Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context so requires.

Successors Bound

38. All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

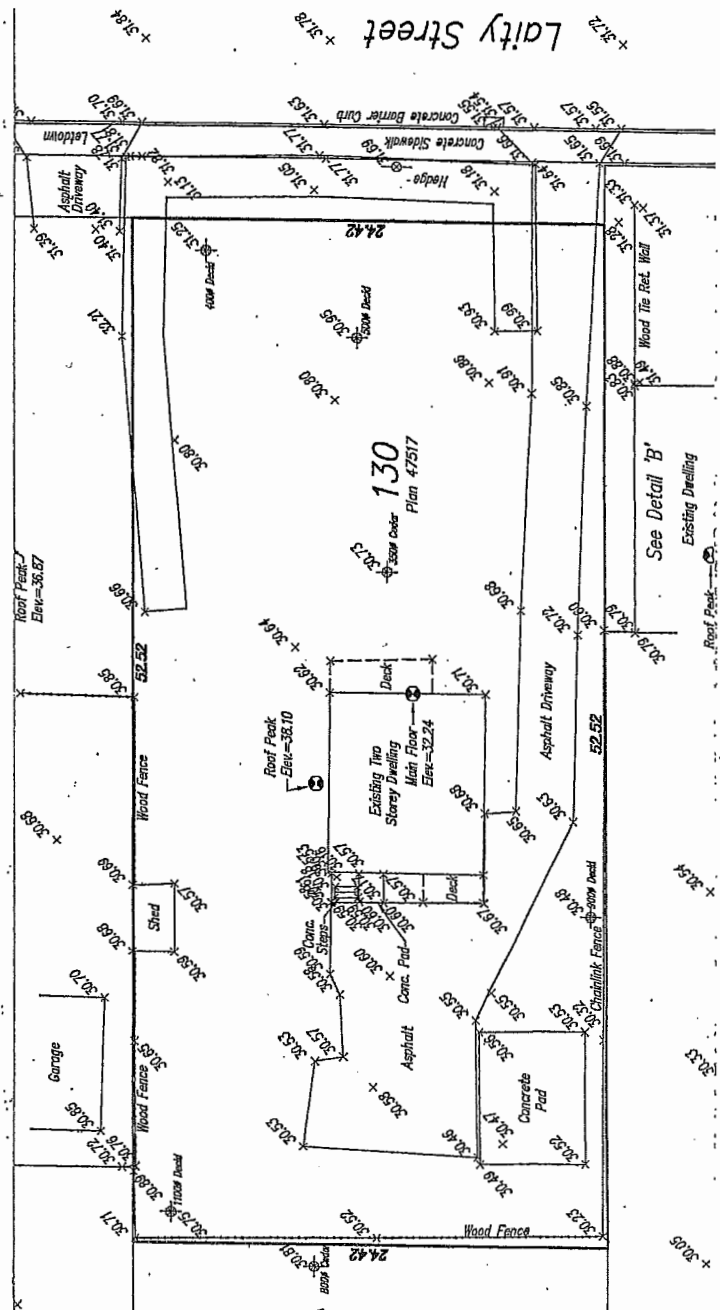
Severability

39. 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.

C/S

SCHEDULE "A"

EXISTING HERITAGE BUILDING



**GILLESPE HOUSE
FOUR UNITS
INFILL PROJECT**

ADDRESS:

12061 LAITY ST.,
MAPLE RIDGE

LEGAL DESCRIPTION:

LOT 130
DL 242
GROUP PLAN 1 NWD
PLAN 47517

PID: 006-199-704

No.	Date	Revision
1	05/01/18	ISSUED TO CONSULT
2	10/16/18	ISSUED TO DP

ALL OTHERS, MATERIALS AND FINISHES INDICATED OR REFERENCED BY THIS SET ARE SHOWN AS AND SHALL BE THE PROPERTY OF THE DESIGNER. NO PART SHALL BE USED OR REPRODUCED IN ANY MANNER WITHOUT PERMISSION OF THE DESIGNER.

**UNIT-A
EXISTING HOUSE**

Title

ELEVATIONS

Date

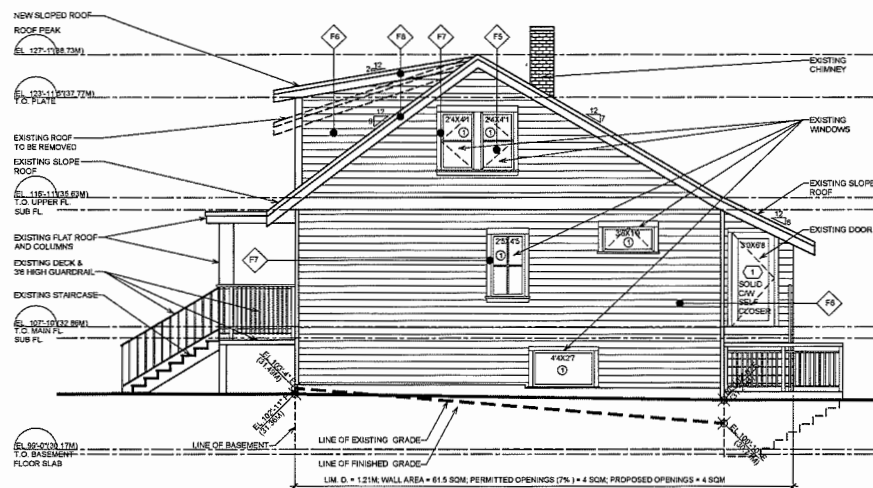
OCTOBER 16, 2018

Scale

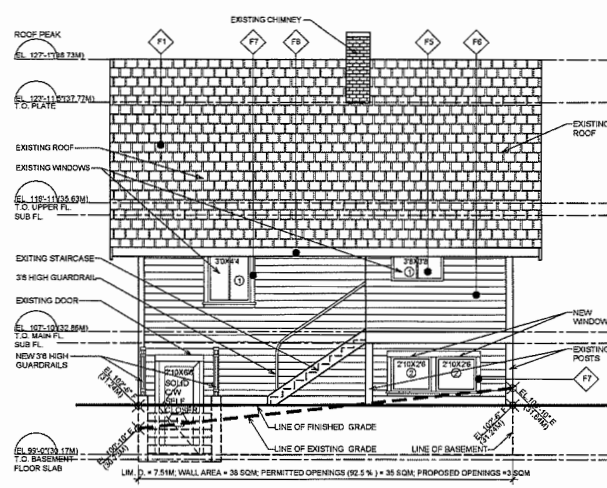
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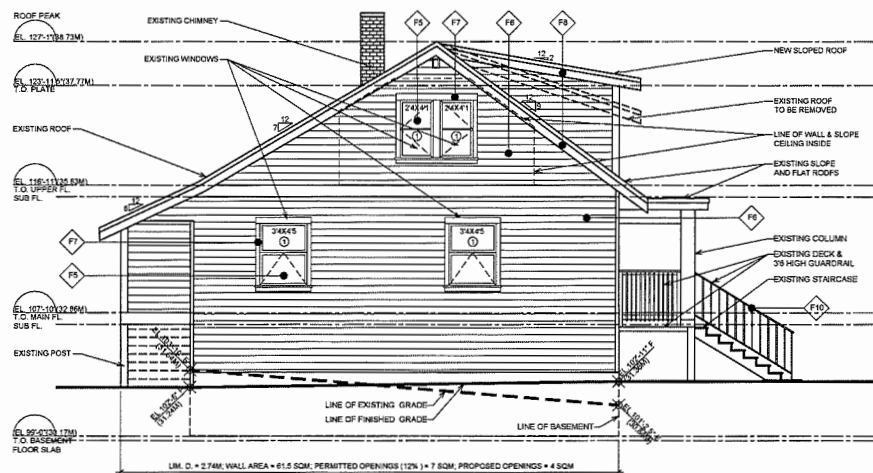
A-A4



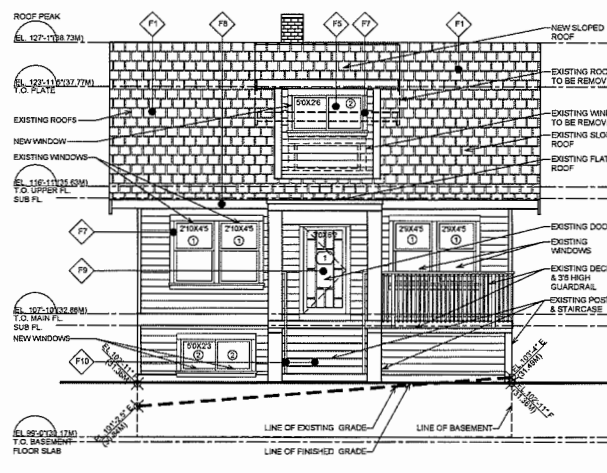
1 NORTH ELEVATION
Scale: 1/4" = 1'-0"



2 WEST ELEVATION
Scale: 1/4" = 1'-0"



3 SOUTH ELEVATION
Scale: 1/4" = 1'-0"



4 EAST ELEVATION
Scale: 1/4" = 1'-0"

BUILDING MATERIALS & COLORS

- P1 ASPHALT SHINGLE ROOF
- P2 35 YEAR WARRANTY 1/2" DUAL BROWN (CAMBRIDGE KO) 3 TAB SHINGLE
- P3 PAINTED WOOD ROOF
- P4 WOOD RAILINGS
- P5 WOOD
- P6 WOOD COLOR TO MATCH BMVC-5 EDWARDIAN BUFF
- P7 WOOD COLOR TO MATCH BMVC-5 EDWARDIAN BUFF
- P8 WOOD COLOR TO MATCH BMVC-5 EDWARDIAN BUFF

PAINT COLORS:

- P1 EXISTING WOOD SIDING COLOR TO MATCH BMVC-5 EDWARDIAN BUFF
- P2 WOOD TRIM COLOR TO MATCH BMVC-5 EDWARDIAN BUFF
- P3 FASCIA COLOR & WOOD TRIM COLOR TO MATCH BMVC-5 EDWARDIAN BUFF
- P4 FRONT DOOR COLOR TO MATCH BMVC-5 EDWARDIAN BUFF
- P5 PORCH DECKING & STAIRS: COLOR TO MATCH BMVC-5 EDWARDIAN BUFF

WINDOW & DOOR LEGEND

- ① EXISTING WINDOW
- ② NEW WINDOW
- ③ EXISTING WINDOW TO BE REUSED
- ④ EXISTING DOOR TO BE REUSED
- ⑤ NEW DOOR

NOTE: WHERE EXISTING WINDOWS ARE REMOVED, FILL, PATCH & REPAIR OPENING & ADD SIDING TO MATCH EXISTING.

ELEVATION NOTES:
1. CLEARANCE BETWEEN DIRECT VENT FLUES AND WINDOWS TO BE IN ACCORDANCE WITH PREPARED / FLUE MANUFACTURERS WRITTEN INSTRUCTIONS AND TO THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION. (CLEARANCE SHOULD BE CONFIRMED BEFORE WINDOW ORDER IS FINALIZED)
2. WINDOWS AND DOORS NOT LOCATED UNDER AND PROTECTED BY ROOF OVERHANGS TO BE FULLY FLASHED.
3. ALL RETAINING WALLS TO BE PROJECT 6" ABOVE GRADE.
4. 4" = FIXED SASH.
5. ROUGH IN WINDOW HEAD HEIGHT TO BE 1'-0" BELOW CEILING U.I.D.
6. WINDOW SIZES TO BE CONFIRMED WITH FRAMING CONDITIONS ON SITE.

**GILLESPE HOUSE
FOUR UNITS
INFILL PROJECT**

ADDRESS:

12061 LAITY ST.,
MAPLE RIDGE

LEGAL DESCRIPTION:

LOT 130
DL 242
GROUP 1 NWD
PLAN 47517

PID: 006-199-704

No.	Date	Revision
1	06/01/18	ISSUED TO CONSULT
2	10/16/18	ISSUED TO CP



ALL LEGAL, DESIGN AND PLANNING INFORMATION IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. NO PART OF THIS DRAWING IS TO BE USED IN ANY MANNER WITHOUT PERMISSION OF THE ARCHITECT.

**UNIT-A
EXISTING HOUSE**

Title
BASEMENT AND MAIN
FLOOR PLAN

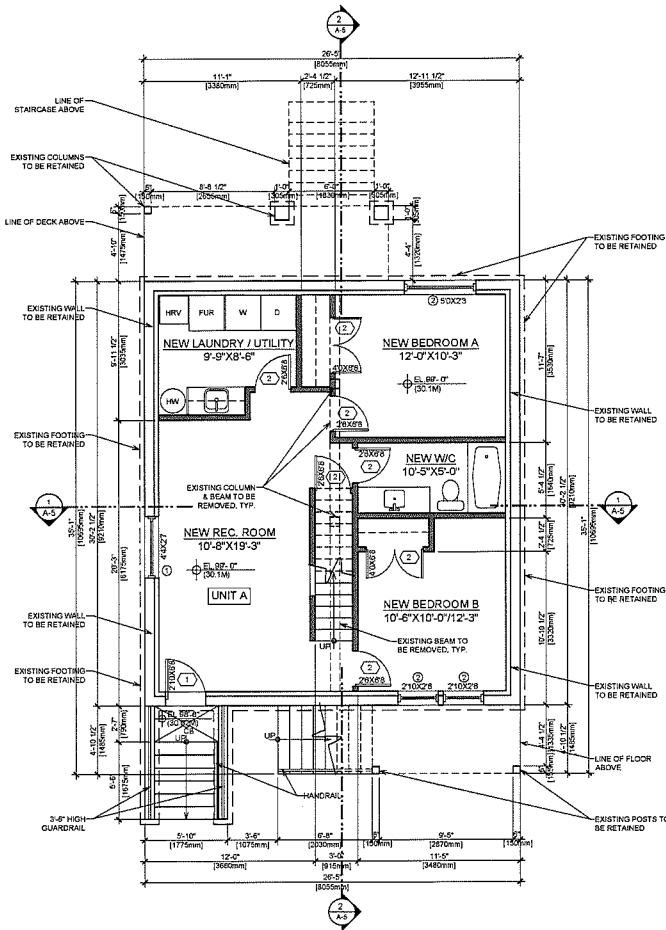
Date
OCTOBER 16, 2018

Scale

AS SHOWN

Drawing No.

A-A2



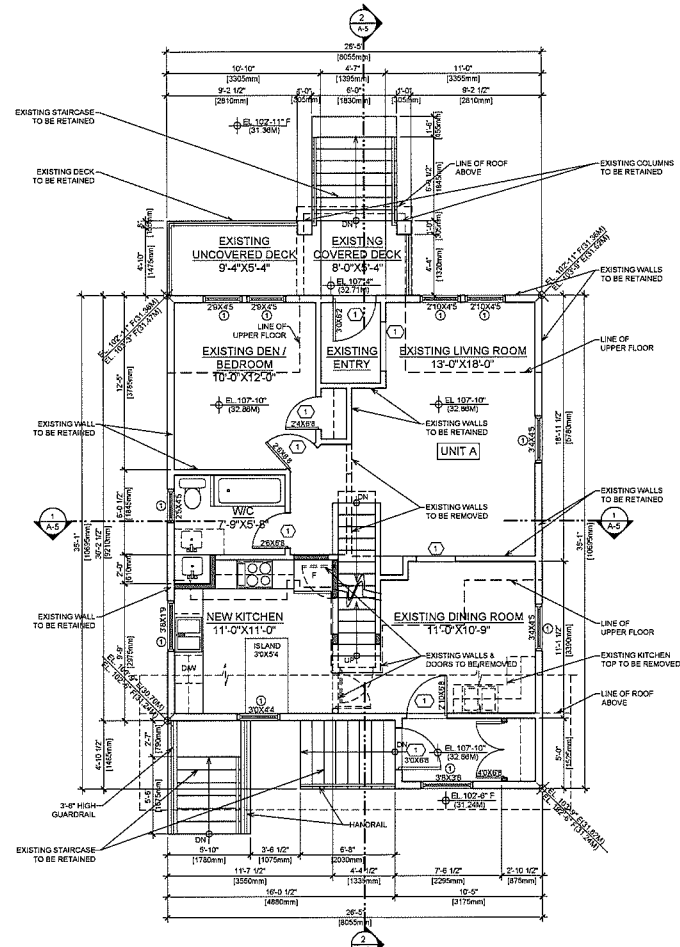
1 BASEMENT FLOOR PLAN
Scale: 1/4" = 1'-0"
BASEMENT FL SF: 799 SF



- PLANS NOTES:
- INTERIOR DIMENSIONS TO FACE OF GMB U.N.O.
 - EXTERIOR DIMENSIONS TO FACE OF SHEATHING OR CONCRETE U.N.O.
 - GRADE TO SLOPE AWAY FROM HOUSE BY A MIN. OF 2%.
 - DOORS AND WINDOWS TO BE CENTERED BETWEEN ADJACENT WALLS U.N.O.
 - VERIFY EXISTING DIMS ON SITE PRIOR TO CONSTRUCTION

REFER TO STRUCTURAL DRAWINGS FOR
STRUCTURAL DESIGN

PLAN LEGEND:
* ADDITION (NEW) TO PLANS, TYP.



2 MAIN FLOOR PLAN
Scale: 1/4" = 1'-0"
MAIN FL SF: 849 SF



- WINDOW & DOOR LEGEND:
- EXISTING WINDOW
 - NEW WINDOW
 - EXISTING WINDOW TO BE FILLED IN
 - 18" HIGH WINDOW SEAT, NOTE: STOP FLOOR FRAMING AT EDGE OF EXT. WALL
 - NEW DOOR TO REPLACE EXISTING
 - NEW DOOR
 - NEW 45 MIN. RATED DOOR
 - EXISTING DOOR TO BE RETAINED

NOTE: WHERE EXISTING WINDOWS ARE REMOVED, FILL PATCH & REPAIR OPENING & ADD SIDING TO MATCH EXISTING

- WALL LEGEND:
- EXISTING WALL
 - NEW WALL
 - REMOVED WALL
 - EXISTING WALL REPLACED WITH NEW WALL

NOTE: CONTRACTOR TO VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION

**GILLESPE HOUSE
FOUR UNITS
INFILL PROJECT**

ADDRESS:

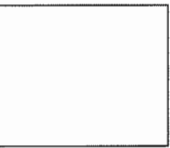
**12061 LAITY ST.,
MAPLE RIDGE**

LEGAL DESCRIPTION:

LOT 130
DL 242
GROUP 1 NWD
PLAN 47517

PID: 006-199-764

No.	Date	Revision
1	06/01/18	ISSUED TO CONSULT
2	10/16/18	ISSUED TO DP



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**UNIT-A
EXISTING HOUSE**

Title
**UPPER FLOOR AND
ROOF PLAN**

Date

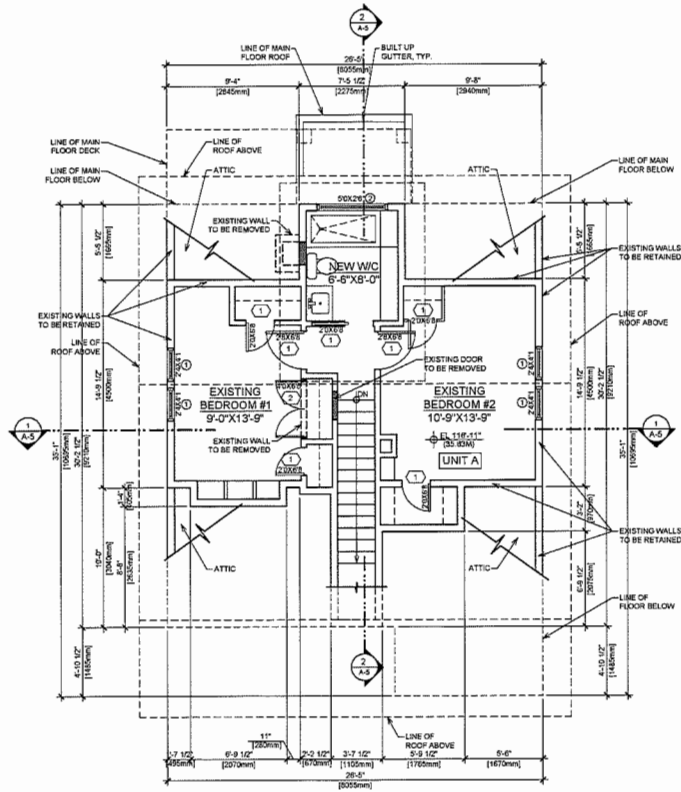
OCTOBER 16, 2018

Scale

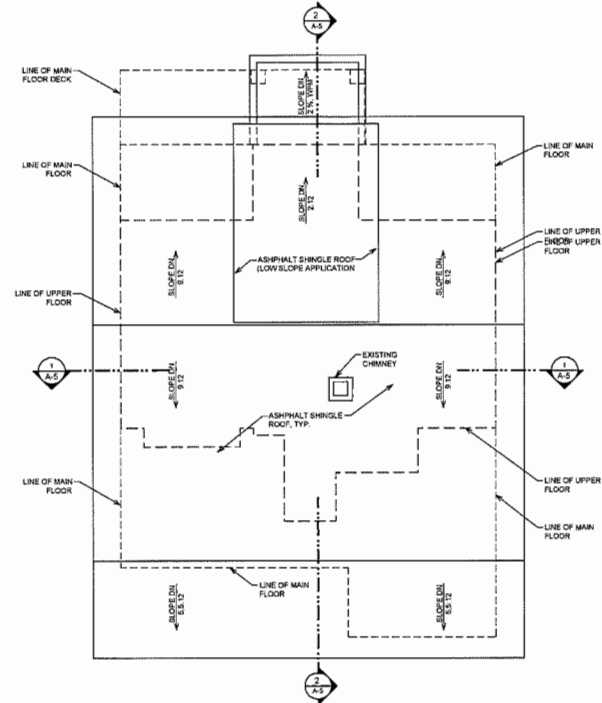
AS SHOWN

Drawing No.

A-A3



1 UPPER FLOOR PLAN
Scale: 1/4" = 1'-0"
UPPER FL SP: 483 SF



2 ROOF PLAN
Scale: 1/4" = 1'-0"

- PLANS NOTES:**
1. INTERIOR DIMENSIONS TO FACE OF GNB U.N.O.
 2. EXTERIOR DIMENSIONS TO FACE OF SHEATHING OR CONCRETE U.N.O.
 3. GRADE TO SLOPE AWAY FROM HOUSE BY A MIN. OF 2%.
 4. DOORS AND WINDOWS TO BE CENTERED BETWEEN ADJACENT WALLS U.N.O.
 5. VERIFY EXISTING DIMS ON SITE PRIOR TO CONSTRUCTION

REFER TO STRUCTURAL DRAWINGS FOR STRUCTURAL DESIGN

PLAN LEGEND:
- ADDITION (NEW) TO PLANS, TYP.

- WINDOW & DOOR LEGEND:**
1. EXISTING WINDOW
 2. NEW WINDOW
 3. EXISTING WINDOW TO BE FILLED IN
 4. 18" HIGH WINDOW SEAT
- NOTE: STOP FLOOR FRAMING AT EDGE OF EXT. WALL
1. NEW DOOR TO REPLACE EXISTING
 2. NEW DOOR
 3. NEW 45 MIN. RATED DOOR
 4. EXISTING DOOR TO BE RETAINED

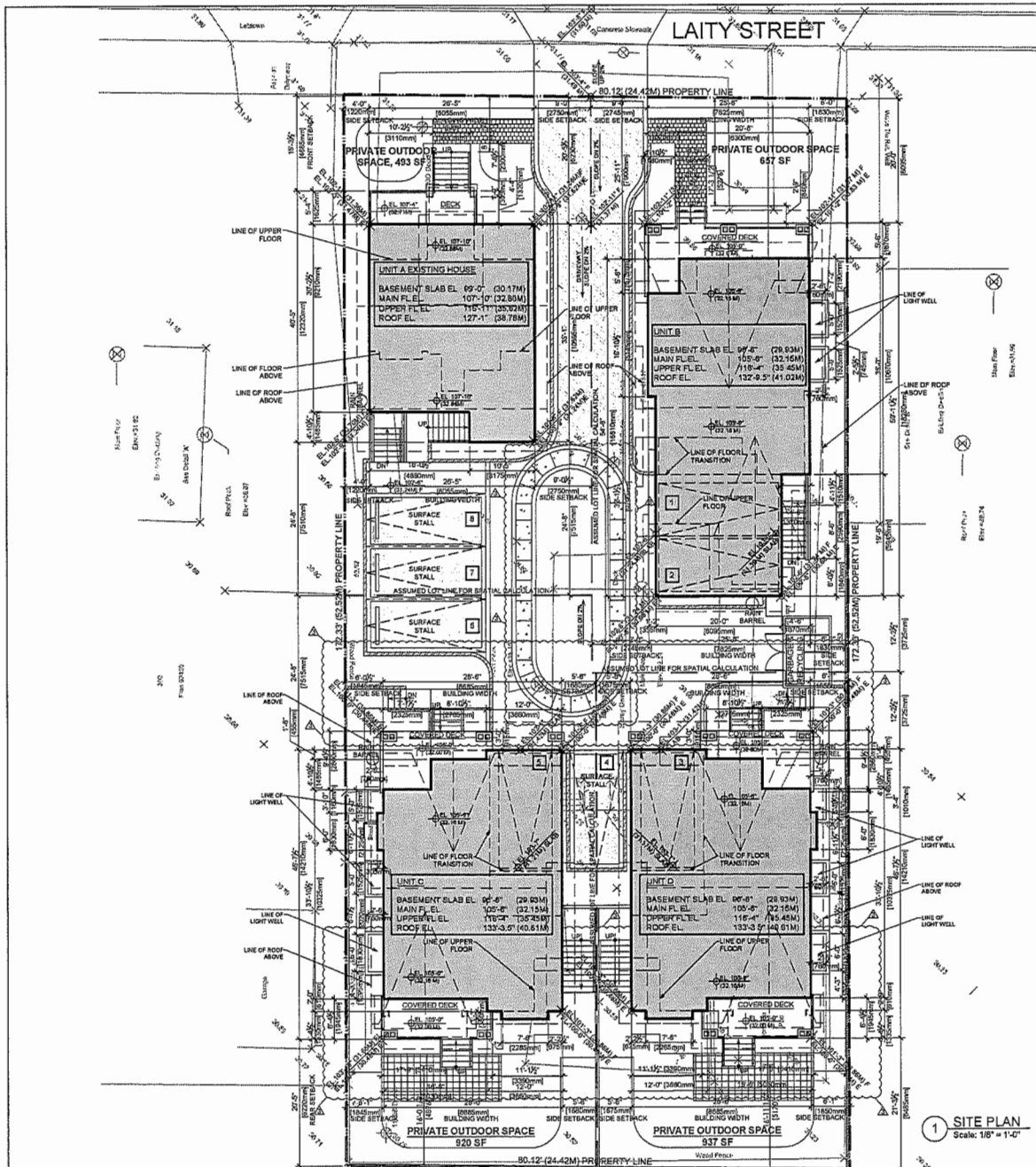
NOTE: WHERE EXISTING WINDOWS ARE REMOVED, FILL PATCH & REPAIR OPENING & ADD SILING TO MATCH EXISTING.

- WALL LEGEND:**
- EXISTING WALL
 - NEW WALL
 - REMOVED WALL
 - EXISTING WALL REPLACED WITH NEW WALL

NOTE: CONTRACTOR TO VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION.

SCHEDULE "B"

PROPOSED SITE PLAN



ADDRESS			
12061 LAITY STREET, MAPLE STREET			
LEGAL DESCRIPTION			
LOT	130		
DL	242		
GROUP	1, NWO		
PLAN	47517		
P.I.D.	008-199-704		
ZONING REQUIREMENTS			
LAND ZONED	FROM R51 TO HRA		BYLAW NO. 7532-2019
SITE AREA	80'-1" X 173'-2" (24,428 M X 52,536)	13,819 SF (1280 M ²)	
SITE COVERAGE	.45 X 13,819 SF = 6,214 SF	PROPOSED	
		5177 SF (.38) (480.95 M ²)	
		UNIT A = 963 SF (89.17 M ²)	
		UNIT B = 1427 SF (132.97 M ²)	
		UNIT C = 1379 SF (128.11 M ²)	
		UNIT D = 1379 SF (128.11 M ²)	
FLOOR AREA RATIO			
PROPOSED: 1074.1 M ² - 50 M ² EXCLUSION = 1025 M ² (.80)			
MAIN FLOOR	UNIT A	UNIT B	UNIT C
UPPER FLOOR	943 SF	946 SF	953 SF
BASEMENT	489 SF	1105 SF	1078 SF
TOTAL UNIT AREA	799 SF	2156 SF	2104 SF
GARAGE	2131 SF	2434 SF	2403 SF
TOTAL GROSS AREA	2131 SF	3244 SF	3009 SF
TOTAL GROSS AREA	2131 SF	3244 SF	3009 SF
SET BACKS	PERMITTED	PROPOSED	
FRONT YARD	24' (7.3M)	15.2' (4.63M)	
SIDE YARD	4' (1.2M)	4.2' (1.28M)	
REAR YARD	24' (7.3M)	20.4' (6.22M)	
BUILDING HEIGHTS	PROPOSED		
BUILDING	28.8' (8.8M)		
PARKING	PROPOSED		
	(2.5X5.5M, 8.25'X11')		
	2 PER UNIT = 8 STALLS		8 STALLS
OUTDOOR SPACE	PROPOSED		
	UNIT A: 493 SF (46 M ²)		(46 M ²)
	UNIT B: 657 SF (61 M ²)		(61 M ²)
	UNIT C: 929 SF (86 M ²)		(86 M ²)
	UNIT D: 937 SF (87 M ²)		(87 M ²)
IMPERMEABLE HARD SURFACES	PROPOSED		
-PROPOSED	BUILDING (INCL. DECKS)	5074 SF	(471 M ²)
	PARKING	1975 SF	(186 M ²)
	TOTAL	6749 SF (628 M ²)	(628 M ²)

1 SITE PLAN
Scale: 1/8" = 1'-0"

ArchiType
design

satendra mann
804.988.6063

GILLESPE HOUSE
FOUR UNITS
INFILL PROJECT

ADDRESS:

12061 LAITY ST.,
MAPLE RIDGE

LEGAL DESCRIPTION:

LOT 130
DL 242
GROUP 1 NWD
PLAN 47517

PID: 008-199-704

No.	Date	Revision
1	09/01/20	ISSUED TO COUNCIL
2	10/16/20	ISSUED TO CP
3	10/20/20	REMOVED TO CP

ALL NOTES, SPECIFICATIONS AND OTHER INFORMATION NOT INDICATED BY THIS PLAN ARE TO BE OBTAINED BY THE OWNER OR ARCHITECT BY VISITING THE PROJECT OR BY VISITING THE ARCHITECT'S OFFICE AT THE ADDRESS LISTED BELOW.

UNIT-A
EXISTING HOUSE

Title

SITE PLAN & CALCS

Date

OCTOBER 26, 2020

Scale

AS SHOWN

Drawing No.

A1

SCHEDULE "C"

CONSERVATION PLAN



GILLESPIE HOUSE

12061 LAITY STREET, MAPLE RIDGE, BC

CONSERVATION PLAN

AUGUST 2017

DONALD LUXTON
AND ASSOCIATES INC



TABLE OF CONTENTS

1. INTRODUCTION.....	1
2. HISTORIC CONTEXT.....	2-3
3. STATEMENT OF SIGNIFICANCE.....	4
4. CONSERVATION GUIDELINES	
4.1 Standards & Guidelines.....	5
4.2 Conservation References.....	6
4.3 General Conservation Strategy	7
4.4 Sustainability Strategy.....	8
4.5 Alternate Compliance	9
4.5 Site Protection & Stabilization.....	10
5. CONSERVATION RECOMMENDATIONS	
5.1 Site	11
5.2 Overall Form, Scale, & Massing.....	12
5.3 Foundation	12
5.4 Exterior Wood-Frame Walls.....	13
5.5 Roof	14
5.5.1 Chimney	15
5.6 Front Porch.....	16
5.7 Fenestration.....	17
5.7.1 Windows & Trims.....	17
5.7.2 Doors & Trims.....	18-19
5.8 Exterior Colour Schedule	20
6. MAINTENANCE PLAN	
6.1 Maintenance Guidelines	21
6.2 Permitting.....	21
6.3 Routine, Cyclical & Non-Destructive Cleaning	21
6.4 Repairs & Replacement of Deteriorated Materials	22
6.5 Inspections.....	22
6.6 Information File	22
6.7 Exterior Maintenance.....	23-25
APPENDIX A: RESEARCH SUMMARY	26-27





GILLESPIE RESIDENCE: 12061 LAITY STREET, MAPLE RIDGE, BC
CONSERVATION PLAN | AUG 2017

1.0 INTRODUCTION



HISTORIC NAME: Gillespie Residence
CIVIC ADDRESS: 12061 Laity Street, Maple Ridge, BC
ORIGINAL OWNERS: William Francis Gillespie
DATE OF CONSTRUCTION: 1929

The one and one-half storey Craftsman-style house is typical of the simple bungalows built in the late 1920s and 1930s, which demonstrate the austerity of the local economy at the time. The house features a side-gabled roofline with a flat-roofed porch with square columns, double-hung windows and glazed front entry door. It was built for the Gillespie family in 1929, at the time that William Gillespie was hired as the local agent for the B.C. Electric Railway Company. It is typical of the growth seen to the west of the Haney area due to the expansion of the local road network. An overall rehabilitation scheme has

been prepared as part of a larger infill development scheme on the site.

This Conservation Plan is based on Parks Canada's *Standards & Guidelines for the Conservation of Historic Places in Canada*. It outlines the preservation, restoration, and rehabilitation that will occur as part of the proposed development.

2.0 HISTORIC CONTEXT



Downtown Haney, looking west during the flood of 1948. [Maple Ridge Museum & Archives P07068]



By 1874, several small communities had sprung up, consisting of a few families each, on the north side of the Fraser River in the areas that would become The Ridge, Port Haney, Port Hammond, Pitt Meadows, Whonnock, Ruskin and Albion. One of the problems of smaller communities is that they remain isolated unless some means is found to connect them. These early settlements, sometimes less than a handful of homes, were at the river's shore, when water was the only practical method of transportation. The arrival of the Canadian Pacific Railway, with stations at Port Hammond and Port Haney, provided much more convenient access between Port Hammond and Port Haney. In 1930, after the completion of the Lougheed Highway, 'Haney' became the dominant name for the residential and business area along the new highway between Pitt Meadows and Kanaka Creek. The area between the two communities was known as The Ridge.

This modest residence was built for Mrs. and Mrs. William F. Gillespie, after William Gillespie was hired as the local agent and representative for the B.C. Electric Railway. The Gillespies acquired the lot from Eliza Moore Burnett, a local school teacher. Burnett was known to have contracted other houses in the area; it is unknown if the listed contractor "Mr. Burnett" was related to Eliza Burnett. The Gillespie family owned the house until 1940, when it was purchased by the Orro family who owned it for four decades.



3.0 STATEMENT OF SIGNIFICANCE

GILLESPIE HOUSE 12061 LAITY STREET, MAPLE RIDGE, BC

Description of the Historic Place

The Gillespie Residence is a one and one-half storey, wood-frame house with full basement located at 12061 Laity Street in The Ridge neighbourhood of Maple Ridge. This Late Craftsman-style house was constructed during the interwar period, and features a side-gabled roof, a flat-roofed porch with square columns, double-hung windows and a glazed front entry door.

Heritage Value of the Historic Place

Constructed in 1929, the Gillespie Residence is significant for its association with the interwar development of the greater Haney neighbourhood. It is typical of the modest family houses constructed west of Haney to support the growing population that was facilitated by the expansion of the local road network.

The Gillespie Residence is a small bungalow that displays vernacular Late Craftsman style detailing, popular during the 1920s but typically more restrained than pre-war examples, reflecting the economic austerity of the times.

Character-Defining Elements

The elements that define the heritage character of the Gillespie Residence include its:

- location on Laity Street in The Ridge neighbourhood;
- continuous residential use;
- residential form, scale and massing as expressed by its one and one-half storey height, side-gabled roof, front shed dormer, flat-roofed entry porch with square columns, and full basement;
- wood-frame construction including: lapped wooden siding with cornerboards; intermediate fascia between main floor and gable cladding; and dimensional wood window and door trim;
- Late Craftsman influenced design including

side-gabled roof with open soffits and exposed purlins, and symmetrical design;

- variety of original wooden sash windows, including double-hung windows in single and double assembly;
- glazed front entry door; and
- one internal red brick chimney.



4.0 CONSERVATION GUIDELINES

4.1 STANDARDS AND GUIDELINES

The Gillespie Residence is a significant historical resource in the City of Maple Ridge. The Parks Canada's *Standards & Guidelines for the Conservation of Historic Places in Canada* is the source used to assess the appropriate level of conservation and intervention. Under the *Standards & Guidelines*, the work proposed for the Gillespie Residence includes aspects of preservation, restoration, and rehabilitation.

Preservation: the action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of a historic place or of an individual component, while protecting its heritage value.

Restoration: the action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

Rehabilitation: the action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

Interventions to the Gillespie Residence should be based upon the Standards outlined in the *Standards & Guidelines*, which are conservation principles of best practice. The following **General Standards** should be followed when carrying out any work to an historic property.

STANDARDS

Standards relating to all Conservation Projects

1. Conserve the heritage value of a historic place. Do not remove, replace, or substantially alter its intact or repairable character-defining elements. Do not move a part of a historic place if its current location is a character-defining element.
2. Conserve changes to a historic place, which over time, have become character-defining elements in their own right.
3. Conserve heritage value by adopting an approach calling for minimal intervention.
4. Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties or by combining features of the same property that never coexisted.
5. Find a use for a historic place that requires minimal or no change to its character defining elements.
6. Protect and, if necessary, stabilize a historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbance of archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of character-defining element to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.
8. Maintain character-defining elements on an ongoing basis. Repair character-defining element by reinforcing the materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.



9. Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable upon close inspection. Document any intervention for future reference.

Additional Standards relating to Rehabilitation

10. Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.
11. Conserve the heritage value and character-defining elements when creating any new additions to a historic place and any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
12. Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.

Additional Standards relating to Restoration

13. Repair rather than replace character-defining elements from the restoration period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
14. Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

4.2 CONSERVATION REFERENCES

The proposed work entails the Preservation, Restoration, and Rehabilitation of the exterior of the Gillespie Residence. The following conservation resources should be referred to:

Standards and Guidelines for the Conservation of Historic Places in Canada, Parks Canada, 2010.
<http://www.historicplaces.ca/en/pages/standards-normes/document.aspx>

National Park Service, Technical Preservation Services. Preservation Briefs:

Preservation Brief 9: The Repair of Historic Wooden Windows.

<http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.

<http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm>

Preservation Brief 14: New Exterior Additions to Historic Buildings: Preservation Concerns.

<http://www.nps.gov/tps/how-to-preserve/briefs/14-exterior-additions.htm>

Preservation Brief 19: The Repair and Replacement of Historic Wood Shingle Roofs.

<http://www.nps.gov/tps/how-to-preserve/briefs/19-wooden-shingle-roofs.htm>

Preservation Brief 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing.

<http://www.nps.gov/tps/how-to-preserve/briefs/37-lead-paint-hazards.htm>

Preservation Brief 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings.

<http://www.nps.gov/tps/how-to-preserve/briefs/39-control-unwanted-moisture.htm>



CONSERVATION GUIDELINES

Preservation Brief 41: The Seismic Retrofit of Historic Buildings: Keeping Preservation in the Forefront.

<http://www.nps.gov/tps/how-to-preserve/briefs/41-seismic-retrofit.htm>

Preservation Brief 45: Preserving Historic Wooden Porches.

<http://www.nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm>

Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

<http://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm>

4.3 GENERAL CONSERVATION STRATEGY

The primary intent is to preserve the existing historic structure, while undertaking a rehabilitation that will upgrade its structure and services to increase its functionality for residential uses. As part of the scope of work, character-defining elements will be preserved, while missing or deteriorated elements will be restored.

Proposed Redevelopment Scheme

A redevelopment scheme for this property is currently being prepared, which includes the relocation of the Gillespie Residence within the property site, and the construction of ####, infill dwellings with a garden suite below. All new visible construction and proposed addition to the historic asset should be considered a modern addition to the historic structure. The *Standards & Guidelines* list recommendations for new additions to historic places.

The proposed design scheme should follow these principles:

- Designing a new addition in a manner that

draws a clear distinction between what is historic and what is new.

- Design for the new work may be contemporary or may reference design motifs from the historic place. In either case, it should be compatible in terms of mass, materials, relationship of solids to voids, and colour, yet be distinguishable from the historic place.
- The new additions should be physically and visually compatible with, subordinate to and distinguishable from the preserved historic façade.

An addition should be subordinate to the historic place. This is best understood to mean that the addition must not detract from the historic place or impair its heritage value. Subordination is not a question of size; a small, ill-conceived addition could adversely affect an historic place more than a large, well-designed addition.

Additions or new construction should be visually compatible with, yet distinguishable from, the historic place. To accomplish this, an appropriate balance must be struck between mere imitation of the existing form and pointed contrast, thus complementing the historic place in a manner that respects its heritage value.

Relocation of Historic Building

The relocation of an historic building on an existing lot is the least intrusive relocation approach with regards to loss of historic context and invasive work to the structure.

The following *Relocation Guidelines* should be implemented for the relocation of the Gillespie Residence:

- A relocation plan should be prepared prior to relocation that ensures that the least destructive method of relocation will be used.
- Alterations to the historic structure proposed to further the relocation process should be



evaluated in accordance with the Conservation Plan and reviewed by the Heritage Consultant. This can involve removal of later additions that are not enhancing the heritage value and historic appearance of the heritage house; for example, the concrete corner addition.

- Only an experienced and qualified contractor shall undertake the physical relocation of the historic structure.
- Preserve historic fabric of the exterior elevations including the wood-frame structure with stucco siding, wood sash windows and roof structure as much as possible. Preserve brick chimney in situ, and relocate with the main structure if possible. Alternatively reconstruct chimney with salvaged bricks to match historic appearance, if unable to relocate with the historic building due to structural reasons.
- Appropriate foundation materials shall be used at the new site, which can include reinforced concrete foundations and floor slab. The final relative location to grade should match the original as closely as possible, taking into account applicable codes.
- Provide utility installations for electricity, communication and other service connections underground if possible. All installations located above ground should be incorporated harmoniously into the design concept for the relocated structure.

4.4 SUSTAINABILITY STRATEGY

Heritage conservation and sustainable development can go hand in hand with the mutual effort of all stakeholders. In a practical context, the conservation and re-use of historic and existing structures contributes to environmental sustainability by reducing solid waste disposal, saving embodied energy, and conserving historic materials that are often less consumptive of energy than many new replacement materials.

In 2016, the Federal Provincial Territorial Ministers of Culture & Heritage in Canada (FPTMCHC) published a document entitled, *Building Resilience: Practical Guidelines for the Retrofit and Rehabilitation of Buildings in Canada* that is “intended to establish a common pan-Canadian ‘how-to’ approach for practitioners, professionals, building owners, and operators alike.”

The following is an excerpt from the introduction of the document:

*[Building Resilience] is intended to serve as a “sustainable building toolkit” that will enhance understanding of the environmental benefits of heritage conservation and of the strong interrelationship between natural and built heritage conservation. Intended as a useful set of best practices, the guidelines in **Building Resilience** can be applied to existing and traditionally constructed buildings as well as formally recognized heritage places.*

These guidelines are primarily aimed at assisting designers, owners, and builders in providing existing buildings with increased levels of sustainability while protecting character-defining elements and, thus, their heritage value. The guidelines are also intended for a broader audience of architects, building developers, owners, custodians and managers, contractors, crafts and trades people, energy advisers and sustainability specialists, engineers, heritage professionals, and officials responsible for built heritage and the existing built environment at all jurisdictional levels.



***Building Resilience** is not meant to provide case-specific advice. It is intended to provide guidance with some measure of flexibility, acknowledging the difficulty of evaluating the impact of every scenario and the realities of projects where buildings may contain inherently sustainable elements but limited or no heritage value. All interventions must be evaluated based on their unique context, on a case-by-case basis, by experts equipped with the necessary knowledge and experience to ensure a balanced consideration of heritage value and sustainable rehabilitation measures.*

***Building Resilience** can be read as a stand-alone document, but it may also further illustrate and build on the sustainability considerations in the Standards and Guidelines for the Conservation of Historic Places in Canada.*

4.5 ALTERNATE COMPLIANCE

As a listed heritage building, the Gillespie Residence may eligible for heritage variances that will enable a higher degree of heritage conservation and retention of original material, including considerations available under the following municipal legislation.

4.5.1 BRITISH COLUMBIA BUILDING CODE

Building Code upgrading ensures life safety and long-term protection for historic resources. It is important to consider heritage buildings on a case-by-case basis, as the blanket application of Code requirements do not recognize the individual requirements and inherent strengths of each building. Over the past few years, a number of equivalencies have been developed and adopted in the British Columbia Building Code that enable more sensitive and appropriate heritage building

upgrades. For example, the use of sprinklers in a heritage structure helps to satisfy fire separation and exiting requirements. Table A-1.1.1.1., found in Appendix A of the Code, outlines the "Alternative Compliance Methods for Heritage Buildings."

Given that Code compliance is such a significant factor in the conservation of heritage buildings, the most important consideration is to provide viable economic methods of achieving building upgrades. In addition to the equivalencies offered under the current Code, the City can also accept the report of a Building Code Engineer as to acceptable levels of code performance.

4.5.2 HOMEOWNER PROTECTION ACT

The Homeowner Protection Act was implemented in 1998 as a means to strengthen consumer protection for the purchase of new homes. The act was passed following a commission of enquiry into the leaky condo crisis, and was intended on protecting homeowners by ensuring home warranty insurance was provided on new construction, covering two years on labour and materials, five years on the building envelope and 10 years on the structure of the home. As the Act was intended to regulate new construction, considerations were not taken of buildings that have remained in sound condition for a many number of years that already far exceeded what the HPA requires for a warranty on a new home. The act did not take into consideration the protection of heritage projects, and consequently resulted in the loss of significant heritage fabric through the requirement of new windows and rainscreen wall assemblies on residential heritage rehabilitation projects.

Amendments to the Homeowner Protection Act Regulation made in 2010 allow for exemptions for heritage sites from the need to fully conform to the BC Building Code under certain conditions, thus removing some of the barriers to compliance that previously conflicted with heritage conservation standards and guidelines. The changes comprised:



1. an amendment to the Homeowner Protection Act Regulation, BC Reg. 29/99 that allows a warranty provider, in the case of a commercial to residential conversion, to exclude components of the building that have heritage value from the requirement for a warranty, and
2. clarification of the definition of 'substantial reconstruction.' The latter clarification explains that 75% of a home must be reconstructed for it to be considered a 'new home' under the Homeowner Protection Act, thus enabling single-family dwelling to multi-family and strata conversions with a maximum of 75% reconstruction to be exempt from home warranty insurance. The definition of a heritage building is consistent with that under the Energy Efficiency Act.

The Gillespie Residence falls into the second category, as the proposed project involves retaining a high degree of the original structure and less than 75% of the house will be reconstructed. Consequently, this project is not considered a substantial reconstruction as per the amended definition in the Homeowners Protection Act, and will be exempt from the requirement of a warranty. This amendment will enable a higher degree of retention and preservation of original fenestration, siding and woodwork.

4.5.3 ENERGY EFFICIENCY ACT

The provincial Energy Efficiency Act (Energy Efficiency Standards Regulation) was amended in 2009 to exempt buildings protected through heritage designation or listed on a community heritage register from compliance with the regulations. Energy Efficiency standards therefore do not apply to windows, glazing products, door slabs or products installed in heritage buildings. This means that exemptions can be allowed to energy upgrading measures that would destroy heritage character-defining elements such as original windows and doors.

These provisions do not preclude that heritage buildings must be made more energy efficient, but they do allow a more sensitive approach of alternate compliance to individual situations and a higher degree of retained integrity. Increased energy performance can be provided through non-intrusive methods of alternate compliance, such as improved insulation and mechanical systems. Please refer to the *Standards & Guidelines for the Conservation of Historic Places in Canada* for further detail about "Energy Efficiency Considerations."

4.6 SITE PROTECTION & STABILIZATION

It is the responsibility of the owner to ensure the heritage resource is protected from damage at all times. At any time that the building is left vacant, it should be secured against unauthorized access or damage through the use of appropriate fencing and security measures. Additional measures to be taken include:

- Are smoke and fire detectors in working order?
- Are wall openings boarded up and exterior doors securely fastened once the building is vacant?
- Have the following been removed from the interior: trash, hazardous materials such as inflammable liquids, poisons, and paints and canned goods that could freeze and burst?

The historic house should be protected from movement and other damage at all times during demolition, excavation and construction work.



5.0 CONSERVATION RECOMMENDATIONS

A condition review of the Gillespie Residence was carried out during site visits in May and June 2017. In addition to the visual review of the exterior of the building, samples were taken from exterior building materials and examined. The recommendations for the preservation and rehabilitation of the historic façades are based on the site review, material samples and archival documents that provide valuable information about the original appearance of the historic building.

The following chapter describes the materials, physical condition and recommended conservation strategy for the Rush House based on Parks Canada *Standards & Guidelines for the Conservation of Historic Places in Canada*.

5.1 SITE

The Gillespie Residence is located at 12061 Laity Street, in the Dewdney Trunk neighborhood of Maple Ridge. The property is in a mid-block location, with the house set back from the main frontage along Laity Street. The site is characterized by a large open lawn area, with limited mature landscaping composed of several fruit trees, and a small collection of shrubs at the front entrance. The un-crowded relationship of the house of a spacious lot was typical of the post war and early settlement period. This provided allowances for gardens and self sustaining activities that were still needed in a semi rural setting.

As part of the rehabilitation scheme the house will be moved towards a front corner of the lot to accommodate the construction of detached infill dwellings at the side and rear of the house. The site should be protected from damage or destruction



Aerial view showing location of Rural House at 12061 Laity Street.

at all times. Please reference **Section 4.6: Site Protection** for further information.

Conservation Strategy: Rehabilitation

- Relocate the historic house within the property lines.
- Retain the main frontage relationship of the front of the house to Laity Street.
- Any drainage issues should be addressed through the provision of adequate site drainage measures.
- Design new infill structures that are “physically and visually compatible with, subordinate to, and distinguishable from the historic place” as recommended in **Standard 11**.

5.2 OVERALL FORM, SCALE & MASSING

The Gillespie Residence demonstrates a typical Craftman style, form, scale and massing of the late 1920s and early 1930s characterized by its one and half story height, and front dormer. The overall detailing and proportions of finishes are typical of buildings where the majority of materials were found and locally milled or produced.

As part of the rehabilitation scheme, the overall form, scale massing and inherent relationships to the exterior spaces of the historic house will be preserved.

Conservation Strategy: Preservation

- Preserve the overall form, scale and massing of the building.
- The historic street façade along Laity Street should be retained. If the building is moved on the lot the orientation should remain the same.

5.3 FOUNDATIONS

The existing foundations of Gillespie Residence are typical of the period in which it was built and are an eight-inch cast in place concrete with some small areas of rubble infill; however, the stability and construction methods are unknown. As part of the proposed rehabilitation scheme, Gillespie Residence will include new foundation walls and an upgraded basement area upon its relocation. This will occur within the current property lines. Careful attention should be given to insure that the wood-frame walls above are not stressed or damaged during the move, or while the rehabilitation work is being completed. In its final appearance the house should maintain its same relationship to the grade.

Conservation Strategy: Rehabilitation

- As new foundations are proposed, concrete is a suitable material. New materials, such as cladding, should match original in appearance, and height, as viewed from the exterior.
- Foundations should be reviewed by a Structural Engineer. Once the condition is assessed, conservation recommendations can be finalized. All requirements for code compliance will be reviewed and comply with the current BCBC.
- To ensure the prolonged preservation of the new foundations, all landscaping should be separated from the foundations at grade by a course of gravel or decorative stones, which help prevent splash back and assist drainage. New vegetation may assist in concealing the newly exposed foundations, if desired.



5.4 EXTERIOR WOOD-FRAME WALLS

The Gillespie Residence features wood frame construction typical of the Craftsman style of the late 1920s and early 1930s. This includes painted cedar siding on all elevations that extends past the full height concrete footing complete with a watertable and trim board at the base as well as surviving original wood features such as wood framed windows, and full trims and sills.

Overall the condition of the exterior walls is good, demonstrating signs of minor age deterioration such as discoloration, paint peeling, and small holes from redundant fasteners. The exception is the front entrance, which is significantly damaged due to long term water ingress from the interface between the roof and the stoop. Although the front door is intact, separated and repairable, the surrounding framing, sheathing and cladding has been significantly damaged by rot and carpenter ant activity. This will require further investigation to clarify the integrity of the assembly, and what level of restoration and repair is required prior to the door

being reseated in the original location.

Conservation Strategy: Preservation

- Due to the integrity of wood frame structure, the exterior walls should be preserved through retention and in-situ repair work.
- Preserve the original wood-frame structure of the historic building.
- Preserve original siding on all elevations, if possible, and clean surface for repainting.
- Replace damaged siding to match existing in material, size, profile and thickness.
- Any existing trim should be preserved, and new material that is visually physically compatible with the original should be reinstated when original fabric is missing. Combed and/or textured lumber is not acceptable. Hardi-plank or other cementitious boards are not acceptable.
- Design structural or seismic upgrades so as to minimize the impact to the character-defining elements.
- Utilize Alternate Compliance Methods outlined in the BCBC for fire and spatial



Gillespie Residence Front Entrance Rot Condition



Gillespie Residence North Elevation Cladding

separations including installation of sprinklers where possible.

- Cleaning procedures should be undertaken with non-destructive methods. Areas with biological growth should be cleaned using a soft, natural bristle brush, without water, to remove dirt and other material. If a more intense cleaning is required, this can be accomplished with warm water, mild detergent (such as D/2 Biological Solution®) and a soft bristle brush. High-pressure power washing, abrasive cleaning or sandblasting should not be allowed under any circumstances.

5.5 ROOF

Gillespie Residence features an original simple gable roof structure with a front dormer, and one interior brick chimney which projects through the roof near the roof ridge at the rear of the building. The roof structure features exposed framing and

trims at the soffit edges. The roof was re-shingled at a later date with interlock asphalt shingles that do not contribute to the historic character of the house.

The roof was not directly accessed during the review, however, from grade appears to be in very poor condition. The roof is demonstrating significant biological growth at the leading edge of the shingles, exposed scrim, degranulation, and deterioration in localized areas. In addition several interior leakage locations were noted upon the initial site visit, and the failure has significantly contributed to the rot conditions found adjacent to the front door.

The roof should be replaced as soon as possible to protect against any further damage to other exterior cladding and interior structure. The new roofing should match the original appearance of when the house was constructed. Cedar shingles would be the best choice, alternately a three tab asphalt shingle could be used. Roofing materials should be reviewed by the Heritage consultant prior to installation.



Gillespie Residence Rear Elevation Cladding

CONSERVATION RECOMMENDATIONS

Conservation Recommendation: Rehabilitation

- Preserve the roof structure in its current configuration.
- If required, roofing membrane and cladding system may be rehabilitated. Cedar shingles are the preferred material, but asphalt shingles or Aged Cedar Enviroshingles™ are also acceptable.
- Retain the original bargeboards and fascia boards, as well as the soffit any exposed roof elements.
- Design and install adequate rainwater disposal system and ensure proper drainage from the site is maintained. Wood gutters with galvanized steel downspouts are recommended. Aluminum in appropriate colours is also acceptable. Paint or provide specification of drainage system elements according to colour schedule devised by Heritage Consultant.

5.5.1 CHIMNEY

Gillespie Residence features one original, interior brick chimney that appears to be in fair condition based on visual review from grade. The bricks of the chimney above the roofline demonstrate some deterioration such as discolouration, bird deposit staining, biological growth, and deteriorated or missing mortar joints. The surviving, original brick masonry chimney is a character-defining element of the heritage asset, and should be preserved, and repaired.

Conservation Recommendation: Preservation

- Preserve the chimney in its original configuration, if possible.
- Chimneys may require structural stabilization.
- Investigate condition of brickwork. If required, brickwork may be repointed and cleaned using a natural bristle brush and mild rinse detergent.
- If the house is relocated, the chimney should



Gillespie Residence Front Entrance Rot Condition At Soffit and Trim Board Interface.



Gillespie Residence Front Building Elevation

be moved with the house, or dismantled and rebuilt as required.

5.6 FRONT PORCH

Gillespie Residence has a covered porch that extends out directly in front of the front entry, and terminates before it intersects with the windows surrounds on either side of the front façade. The porch was characterized by: flat deck roof, open wood balustrades, tongue and groove and exposed

rafter framing, and a wood plank decking that was removed and replaced with a later unsympathetic and incomplete assembly. The connection of the porch and stairs is tenuous at both the roof and decking levels

Heritage homes were typified by a low balustrade of approximately 24" in height. To ensure the heritage character of the house is preserved, the restored balustrade design should reflect the original configuration. In order to restore the original balustrade height, alternate compliance measures



Gillespie Residence Front Entrance Rot Condition At North Side of Front Door

should be explored, such as the use of metal pipe rail and glass panels to make up the remaining height to meet code requirements.

Conservation Strategy: Rehabilitation

- Original lower height of the balustrade should be restored, with alternate compliance methods utilized to achieve the required 42" height.
- Top of restored wood balustrade should be 24".
- New possible alternative materials may be glass panels, metal pipe rails or a combination of both.

5.7 FENESTRATION

Windows, doors and storefronts are among the most conspicuous feature of any building. In addition to their function — providing light, views, fresh air and access to the building — their arrangement and design is fundamental to the building's appearance and heritage value. Each element of fenestration is, in itself, a complex assembly whose function and operation must be considered as part of its conservation. — Standards and Guidelines for the Conservation of Historic Places in Canada.

5.7.1 WINDOWS & TRIMS

Gillespie Residence features surviving, original wood windows, including a number of multi-pane casement and multi-pane double-hung assemblies with true-divided lites. Based on initial visual review of the original wood window assemblies, the window sashes appear to be operable and in good, repairable condition.

The glazing in several windows unfortunately was recently broken, and will need replacement. In cases where the glazing is still intact measures should be applied to protect the assemblies as much as possible via removing and storing, or sending out the sashes for refurbishment until the building is resituated may be the best practice to avoid further damage.

All surviving original wood window assemblies should be preserved, and repaired as possible.

Conservation Strategy: Preservation

- Inspect for condition and complete detailed inventory to determine extent of recommended repair or replacement.
- Retain existing window sashes; repair as required; install replacement matching sashes where missing or beyond repair.

- Preserve and repair as required, using in kind repair techniques where feasible.
- Overhaul, tighten/reinforce joints. Repair frame, trim and counterbalances.
- Each window should be made weather tight by re-puttying and weather-stripping as necessary.
- Retain historic glass, where possible. Where broken glass exists in historic wood-sash windows, the broken glass should be replaced. When removing broken glass, the exterior putty should be carefully chipped off with a chisel and the glazier's points should be removed. The wood where the new glass will be rested on should be scraped and cleaned well, and given a coat of linseed oil to prevent the wood from absorbing the oil from the new putty. The new glass should be cut 1/16-1/8th smaller than the opening to allow for expansion and irregularities in the opening, to ensure the glazing does not crack due to natural forces. Window repairs should be undertaken by a contractor skilled in heritage restoration.
- Replacement glass to be single glazing, and

visually and physically compatible with existing.

- Prime and repaint as required in appropriate colour, based on colour schedule devised by Heritage Consultant.

5.7.2 DOORS & TRIMS

Gillespie Residence features original door openings, and one surviving, original wood front door assembly. It has been removed, to secure the building with plywood due to the rot on the surrounding framing. The original doors and trims are important character-defining elements of the heritage asset.

All surviving original doors should be preserved and repaired, as required, while unsympathetic replacement doors should be removed and restored with historically accurate wood doors.



Gillespie Residence Side Elevation Windows Partially Intact. Overall Sashes and Jambs.

CONSERVATION RECOMMENDATIONS



Gillespie Residence South Elevation Windows

Conservation Strategy: Preservation or Rehabilitation

- Retain the door openings in their original locations, and preserve and repair original doors.
- The front door assembly should be rehabilitated and restored.



Gillespie Residence - Front Door Lites and Frame Intact



Gillespie Residence - Typical Sill Condition

- New doors should be visually compatible with the historic character of the building.
- The Heritage Consultant will review shop drawings for new door assemblies prior to manufacture and installation.

5.8 EXTERIOR COLOUR SCHEDULE

Part of the Restoration process is to finish the building in historically appropriate paint colours. A final restoration colour scheme will be developed in conjunction with the project architect.

The final colour scheme will be based on a colour palette that will be determined by sampling. Onsite testing will be carried out once access is available, and paint samples assessed by microscopic analysis in order to reveal the original colour scheme of the structure.

Conservation Strategy: Restoration

- Determine an appropriate historic colour scheme for exterior painted finishes.



6.0 MAINTENANCE PLAN

A Maintenance Plan should be adopted by the property owner, who is responsible for the long-term protection of the heritage features of the Gillespie Residence. The Maintenance Plan should include provisions for:

- Copies of the Maintenance Plan and this Conservation Report to be incorporated into the terms of reference for the management and maintenance contract for the building;
- Cyclical maintenance procedures to be adopted as outlined below;
- Record drawings and photos of the building to be kept by the management / maintenance contractor; and
- Records of all maintenance procedures to be kept by the owner.

A thorough maintenance plan will ensure the integrity of the Gillespie Residence is preserved. If existing materials are regularly maintained and deterioration is significantly reduced or prevented, the integrity of materials and workmanship of the building will be protected. Proper maintenance is the most cost effective method of extending the life of a building, and preserving its character-defining elements. The survival of historic buildings in good condition is primarily due to regular upkeep and the preservation of historic materials.

6.1 MAINTENANCE GUIDELINES

A maintenance schedule should be formulated that adheres to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. As defined by the *Standards & Guidelines*, maintenance is defined as:

Routine, cyclical, non-destructive actions necessary to slow the deterioration of a historic place. It entails periodic inspection; routine, cyclical, non-destructive cleaning; minor repair and refinishing operations; replacement of damaged or deteriorated materials that are impractical to save.

The assumption that newly renovated buildings become immune to deterioration and require less maintenance is a falsehood. Rather, newly renovated buildings require heightened vigilance to spot errors in construction where previous problems had not occurred, and where deterioration may gain a foothold.

Routine maintenance keeps water out of the building, which is the single most damaging element to a heritage building. Maintenance also prevents damage by sun, wind, snow, frost and all weather; prevents damage by insects and vermin; and aids in protecting all parts of the building against deterioration. The effort and expense expended on an aggressive maintenance will not only lead to a higher degree of preservation, but also over time potentially save large amount of money otherwise required for later repairs.

6.2 PERMITTING

Repair activities, such as simple in-kind repair of materials, or repainting in the same colour, should be exempt from requiring city permits. Other more intensive activities will require the issuance of a Heritage Alteration Permit.

6.3 ROUTINE, CYCLICAL AND NON-DESTRUCTIVE CLEANING

Following the *Standards & Guidelines for the Conservation of Historic Places in Canada*, be mindful of the principle that recommends “using the gentlest means possible”. Any cleaning procedures should be undertaken on a routine basis and should be undertaken with non-destructive methods. Cleaning should be limited to the exterior material such as concrete and stucco wall surfaces and wood elements such as storefront frames. All of these elements are usually easily cleaned, simply with a soft, natural bristle brush, without water, to remove dirt and other material. If a more intensive



cleaning is required, this can be accomplished with warm water, mild detergent and a soft bristle brush. High-pressure washing, sandblasting or other abrasive cleaning should not be undertaken under any circumstances.

6.4 REPAIRS AND REPLACEMENT OF DETERIORATED MATERIALS

Interventions such as repairs and replacements must conform to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. The building's character-defining elements – characteristics of the building that contribute to its heritage value (and identified in the Statement of Significance) such as materials, form, configuration, etc. – must be conserved, referencing the following principles to guide interventions:

- An approach of minimal intervention must be adopted – where intervention is carried out it will be by the least intrusive and most gentle means possible.
- Repair rather than replace character-defining elements.
- Repair character-defining elements using recognized conservation methods.
- Replace 'in kind' extensively deteriorated or missing parts of character-defining elements.
- Make interventions physically and visually compatible with the historic place.

6.5 INSPECTIONS

Inspections are a key element in the maintenance plan, and should be carried out by a qualified person or firm, preferably with experience in the assessment of heritage buildings. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior and site conditions. It makes good sense to inspect a building in wet weather, as well as in dry, in order to see how water runs off – or through – a building.

From this inspection, an inspection report should be compiled that will include notes, sketches and observations. It is helpful for the inspector to have copies of the building's elevation drawings on which to mark areas of concern such as cracks, staining and rot. These observations can then be included in the report. The report need not be overly complicated or formal, but must be thorough, clear and concise. Issues of concern, taken from the report should then be entered in a log book so that corrective action can be documented and tracked. Major issues of concern should be extracted from the report by the property manager.

An appropriate schedule for regular, periodic inspections would be twice a year, preferably during spring and fall. The spring inspection should be more rigorous since in spring moisture-related deterioration is most visible, and because needed work, such as painting, can be completed during the good weather in summer. The fall inspection should focus on seasonal issues such as weather-sealants, mechanical (heating) systems and drainage issues. Comprehensive inspections should occur at five-year periods, comparing records from previous inspections and the original work, particularly in monitoring structural movement and durability of utilities. Inspections should also occur after major storms.

6.6 INFORMATION FILE

The building should have its own information file where an inspection report can be filed. This file should also contain the log book that itemizes problems and corrective action. Additionally, this file should contain building plans, building permits, heritage reports, photographs and other relevant documentation so that a complete understanding of the building and its evolution is readily available, which will aid in determining appropriate interventions when needed.



MAINTENANCE PLAN

The file should also contain a list outlining the finishes and materials used, and information detailing where they are available (store, supplier). The building owner should keep on hand a stock of spare materials for minor repairs.

6.6.1 LOG BOOK

The maintenance log book is an important maintenance tool that should be kept to record all maintenance activities, recurring problems and building observations and will assist in the overall maintenance planning of the building. Routine maintenance work should be noted in the maintenance log to keep track of past and plan future activities. All items noted on the maintenance log should indicate the date, problem, type of repair, location and all other observations and information pertaining to each specific maintenance activity.

Each log should include the full list of recommended maintenance and inspection areas noted in this Maintenance Plan, to ensure a record of all activities is maintained. A full record of these activities will help in planning future repairs and provide valuable building information for all parties involved in the overall maintenance and operation of the building, and will provide essential information for long term programming and determining of future budgets. It will also serve as a reminder to amend the maintenance and inspection activities should new issues be discovered or previous recommendations prove inaccurate.

The log book will also indicate unexpectedly repeated repairs, which may help in solving more serious problems that may arise in the historic building. The log book is a living document that will require constant adding to, and should be kept in the information file along with other documentation noted in section **6.6 Information File**.

6.7 EXTERIOR MAINTENANCE

Water, in all its forms and sources (rain, snow, frost, rising ground water, leaking pipes, back-splash, etc.) is the single most damaging element to historic buildings.

The most common place for water to enter a building is through the roof. Keeping roofs repaired or renewed is the most cost-effective maintenance option. Evidence of a small interior leak should be viewed as a warning for a much larger and worrisome water damage problem elsewhere and should be fixed immediately.

6.7.1 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to the Rush House, such as water/moisture penetration, material deterioration and structural deterioration. This does not include interior inspections.

EXTERIOR INSPECTION

Site Inspection:

- ☐ Is the lot well drained? Is there pooling of water?
- ☐ Does water drain away from foundation?

Foundation

- ☐ Paint peeling? Cracking?
- ☐ Moisture: Is rising damp present?
- ☐ Is there back splashing from ground to structure?
- ☐ Is any moisture problem general or local?
- ☐ Is damp proof course present?
- ☐ Are there shrinkage or movement cracks in the foundation?
- ☐ Are there settlement cracks in the foundation?
- ☐ Is crack monitoring required?
- ☐ Is uneven foundation settlement evident?
- ☐ Are foundation vents clear and working?



- ☐ Do foundation openings (doors and windows) show: rust; rot; insect attack; paint failure; soil build-up;
- ☐ Deflection of lintels?

Wood Elements

- ☐ Are there moisture problems present? (Rising damp, rain penetration, condensation moisture from plants, water run-off from roof, sills, or ledges?)
- ☐ Is wood in direct contact with the ground?
- ☐ Is there insect attack present? Where and probable source?
- ☐ Is there fungal attack present? Where and probable source?
- ☐ Are there any other forms of biological attack? (Moss, birds, etc.) Where and probable source?
- ☐ Is any wood surface damaged from UV radiation? (bleached surface, loose surface fibres)
- ☐ Is any wood warped, cupped or twisted?
- ☐ Is any wood split? Are there loose knots?
- ☐ Are nails pulling loose or rusted?
- ☐ Is there any staining of wood elements? Source?

Condition of Exterior Painted Materials

- ☐ Paint shows: blistering, sagging or wrinkling, alligating, peeling. Cause?
- ☐ Paint has the following stains: rust, bleeding knots, mildew, etc. Cause?
- ☐ Paint cleanliness, especially at air vents?

Verandahs/Porches:

- ☐ Are steps safe? Handrails secure?
- ☐ Do any support columns show rot at their bases?
- ☐ Attachment – are porches, steps, etc. securely connected to the building?

Windows

- ☐ Is there glass cracked or missing?
- ☐ If the glazing is puttied has it gone brittle and cracked? Fallen out? Painted to shed water?
- ☐ Is there condensation or water damage to the paint?
- ☐ Are the sashes easy to operate? If hinged, do they swing freely?
- ☐ Is the frame free from distortion?
- ☐ Do sills show weathering or deterioration?
- ☐ Are drip mouldings/flashing above the windows properly shedding water?
- ☐ Is the caulking between the frame and the cladding in good condition?

Doors

- ☐ Do the doors create a good seal when closed?
- ☐ Are the hinges sprung? In need of lubrication?
- ☐ Do locks and latches work freely?
- ☐ If glazed, is the glass in good condition? Does the putty need repair?
- ☐ Are door frames wicking up water? Where? Why?
- ☐ Are door frames caulked at the cladding? Is the caulking in good condition?
- ☐ What is the condition of the sill?

Gutters and Downspouts

- ☐ Are downspouts leaking? Clogged? Are there holes or corrosion? (Water against structure)
- ☐ Are downspouts complete without any missing sections? Are they properly connected?
- ☐ Is the water being effectively carried away from the downspouts by a drainage system?
- ☐ Do downspouts drain completely away?

Roof

- ☐ Are there water blockage points?
- ☐ Is the leading edge of the roof wet?
- ☐ Is there evidence of biological attack? (Fungus, moss, birds, insects)
- ☐ Are shingles wind damaged or severely weathered? Are they cupped or split or lifting?
- ☐ Are the nails sound? Are there loose or missing



MAINTENANCE PLAN

shingles?

- ☐ Are flashings well seated?
- ☐ If there is a lightening protection system are the cables properly connected and grounded?
- ☐ Does the soffit show any signs of water damage? Insect or bird infestation?
- ☐ Is there rubbish buildup on the roof?

INTERIOR INSPECTION

Basement

- ☐ Are there signs of moisture damage to the walls? Is masonry cracked, discoloured, spalling?
- ☐ Is wood cracked, peeling rotting? Does it appear wet when surroundings are dry?
- ☐ Are there signs of past flooding, or leaks from the floor above? Is the floor damp?
- ☐ Are walls even or buckling or cracked? Is the floor cracked or heaved?
- ☐ Are there signs of insect or rodent infestation?

Concealed spaces

- ☐ Is light visible through walls, to the outsider or to another space?
- ☐ Are the ventilators for windowless spaces clear and functional?
- ☐ Do pipes or exhausts that pass through concealed spaces leak?
- ☐ Are wooden elements soft, damp, cracked? Is metal material rusted, paint peeling or off altogether?
- ☐ Infestations - are there signs of birds, bats, insects, rodents, past or present?

6.7.2 MAINTENANCE PROGRAMME

INSPECTION CYCLE:

Daily

- Observations noted during cleaning (cracks; damp, dripping pipes; malfunctioning hardware; etc.) to be noted in log book or

building file.

Semi-annually

- Semi-annual inspection and report with special focus on seasonal issues.
- Thorough cleaning of drainage system to cope with winter rains and summer storms
- Check condition of weather sealants (Fall).
- Clean the exterior using a soft bristle broom/brush.

Annually (Spring)

- Inspect concrete for cracks, deterioration.
- Inspect metal elements, especially in areas that may trap water.
- Inspect windows for paint and glazing compound failure, corrosion and wood decay and proper operation.
- Complete annual inspection and report.
- Clean out of all perimeter drains and rainwater systems.
- Touch up worn paint on the building's exterior.
- Check for plant, insect or animal infestation.
- Routine cleaning, as required.

Five-Year Cycle

- A full inspection report should be undertaken every five years comparing records from previous inspections and the original work, particularly monitoring structural movement and durability of utilities.
- Repaint windows every five to fifteen years.

Ten-Year Cycle

- Check condition of roof every ten years after last replacement.

Twenty-Year Cycle

- Confirm condition of roof and estimate effective lifespan. Replace when required.

Major Maintenance Work (as required)

- Thorough repainting, downspout and drain replacement; replacement of deteriorated building materials; etc.



APPENDIX A: RESEARCH SUMMARY

HISTORIC NAME: GILLESPIE RESIDENCE
ORIGINAL OWNERS: Mr. & Mrs. William Francis Gillespie
ADDRESS: 12061 Laity Street
DATE OF CONSTRUCTION: 1929
ORIGINAL CONTRACTOR: Mr. Burnett

LAND TITLE SEARCH

- September 18, 1923 – January 7, 1920: Andrew Phillips.
- January 7, 1920 – March 23, 1923: Claire Annie Phillips (Widow) Trustees, Executors and Agency Limited and Frank Hardy Phillips (In Trust).
- March 23, 1923 – October 23, 1930: Eliza Moore Burnett.
- October 23, 1930 – February 7, 1940: William Francis Gillespie.
- February 7, 1940 – October 24, 1980: Oscar Orro and Laura Noel Orro.
- October 24, 1980 – February 8, 2017: Patrick Waddell and Susan Crape.

DIRECTORIES

- 1929 [Wrigley's BC Directory,] page 922:
Gillespie W F electn h 10, 1305 W 15
No listing for Gillespie in Port Hammond or Port Haney
- 1929 [Wrigley's BC Directory,] page 515:
BCER W G McKay agt
BC Rapid Transit Co (Freight Line) E B Carr agt
- 1930 [Wrigley's British Columbia Directory,] page 505:
Port Haney – Gillespie Wm F agt BCER
Port Haney – BCER W F Gillespie agt
- 1935 [BC & Yukon Directory,] page 472:
Port Hammond – Gillespie W F dist rep BCER
- 1936 [BC & Yukon Directory,] page 185:
Haney – Gillespie W F dist rep BCER
- 1937 [BC & Yukon Directory:]
Haney/Port Hammond – BCER and Gillespie not listed
- 1938 [BC & Yukon Directory:]
Haney/Port Hammond – BCER and Gillespie not listed
- 1939 [BC & Yukon Directory,] page 107:
Haney/Port Hammond – Gillespie not listed
Haney – BC Electric Co F W Jones agt

GAZETTE REFERENCES

- Gazette, April 11, 1929, page 1: "Mr. and Mrs. Gillespie, of Vancouver, have taken up residence on the Laity Road in a house recently built by Mr. Burnett. Mr. Gillespie has been appointed by the B.C. Electric Railway to fill the vacancy caused by Mr. McIsaac's transfer to Chilliwack."
- Gazette, December 24, 1931, page 1: "Local – Personal: Mr. Gillespie, the B.C. Electric Railway Co.'s representative resides on the Laity road near the Dewdney Trunk."



RESEARCH SUMMARY

B.C. VITAL EVENTS

- Person: Eliza Moore Burnett; Event Type: Death; Registration Number: 1967-09-008391; Event Date: 1967-06-15; Event Place: Delta; Age at Death: 97.



SCHEDULE "D"

CONFIRMATION OF COMMITMENT BY REGISTERED PROFESSIONAL

This letter must be submitted before issuance of a Heritage Alteration Permit or a building permit.

To: **THE CITY OF MAPLE RIDGE**
(the authority having jurisdiction)

Re: **THE GILLESPIE RESIDENCE**

Address

Legal Description

The undersigned has retained _____ as a coordinating registered professional and member of good standing with the BC Association of Heritage Professionals with experience in heritage conservation to coordinate the design work and field reviews of the registered professional required¹ for this heritage project. The coordinating registered professional shall coordinate the design work and field reviews of the registered professional required for the project in order to ascertain that the design will substantially comply with the Gillespie Residence Conservation Plan and Preservation Plan and the *Standards and Guidelines for the Conservation of Historic Places in Canada*, the B.C. Building Code, and other applicable enactments respecting safety, not including the construction safety aspects.

For this project, field reviews are defined as those reviews of the work:

- a) at a project site of a development to which a Heritage Alteration Permit relates, and
- b) at fabrication location where building components are made that will replace deteriorated materials identified as character-defining elements for this project.

That a registered professional in his or her professional discretion considers necessary to ascertain whether the work substantially complies in all material respects with the plans and supporting documents prepared by the registered professional and with the Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 6913-2012, for which the Heritage Alteration Permit is issued.

The owners and the coordinating registered professional have read the Gillespie Residence Conservation Plan and the *Standards and Guidelines for the Conservation of Historic Places in Canada*. The owners and the coordinating registered professional each acknowledge their responsibility to notify the addressee of this letter of the date the coordinating registered professional ceases to be retained by the owners before the date that the coordinating registered professional ceases to be retained or, if that is not possible, then as soon as possible. The coordinating registered professional acknowledges the responsibility to notify the addressee of this letter of the date a registered professional ceases to be retained before the date the registered professional ceases to be retained or, if that is not possible, then as soon as possible.

¹ It is the responsibility of the coordinating registered professional to ascertain which registered professionals are required.

The owners and the coordinating registered professional understand that where the coordinating registered professional or a registered professional ceases to be retained at any time during construction, work on the above project will cease until such time as:

- a) a new coordinating registered professional or registered professional, as the case may be, is retained, and
- b) a new letter in the form set out in Schedule C in the Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. _____, is completed by the authority having jurisdiction.

The undersigned coordinating registered professional certifies that he or she is a registered professional of the BC Association of Heritage Professionals as well as being or working with another registered professional as defined in the British Columbia Building Code, who also has experience with heritage conservation projects and agrees to coordinate the design work and field reviews of the registered professionals required for the project as outlined in the attached plans and specifications.

Coordinating Registered Professional

Owner

Name (Please Print)

Name (Please Print)

Address

Address

Phone

Name of Agent or Signing Office (if applicable)

Date

(Professional's Seal and Signature)

Owner's or Owners appointed agent's signature (if owner is a corporation the signature of a signing officer must be given here. If the signature is that of the agent, a copy of the document that appoints the agent must be attached.)

Date

(if the coordinating registered professional is a member of a firm, please complete the following)

I am a member of the firm _____ and I sign this letter on behalf of the firm.

SCHEDULE "E"

CERTIFICATION OF COMPLIANCE

This letter must be submitted after substantial completion of the project but prior to final inspection by the authority having jurisdiction.

TO: THE CITY OF MAPLE RIDGE
(the authority having jurisdiction)

RE: _____
Discipline (e.g. Architectural, Engineering etc.) (Print)

Name of Project (Print)

Address of Project (Print)

Legal Description of Project (Print)

(Each registered professional shall complete the following:

Name (Print)

Address (Print)

City Prov Postal Code

Phone

Professional's Seal and Signature

Date _____

I hereby give assurance that:

- a) I have fulfilled my obligations for field review as outlined in Section 6 of the Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 6913-2012 and the attached Schedule D, Confirmation of Commitment by Owners.
- b) I am a registered professional of the BC Association of Heritage Professionals as well as being or working with another registered professional as defined in the British Columbia Building Code.

(if the registered professional is a member of a firm, complete the following:)

I am a member of the firm _____ and I sign this letter on behalf of the firm.

Signature

SCHEDULE "F"

ZONING BYLAW NO. 7600-2019 VARIANCES AND SUPPLEMENTS

PERMITTED THROUGH
MAPLE RIDGE HERITAGE DESIGNATION AND REVITALIZATION AND TAX EXEMPTION AGREEMENT
BYLAW NO. 7532-2019

The variances identified in this Schedule "F" to the Maple Ridge Heritage Designation and Revitalization and Tax Exemption Agreement Bylaw No. 7532-2019 apply to an only to those Lands within the City of Maple Ridge described below and any and all buildings, structure, and other development thereon:

For Maple Ridge Zoning By-law No. 7600-2019:

The General Regulations for Permitted Uses of Land, Buildings and Structures are varied as follows:

- Section 402.1 1. a. is varied to allow unconcealed accessory off-street parking, provided such spaces are integrated into the landscaping, design and surface treatment of the courtyard area.

The RT-2 (Ground -Oriented Residential Infill) zone regulations shall apply to the Lands identified in the Agreement to which this Schedule is attached, with the following permitted exceptions:

- Section 616.4 LOT AREA and DIMENSIONS 5. b. is varied to reduce the lot width dimension from 25.0 metres to 24.42 metres;
- Section 616.5 DENSITY is varied to allow excluding a maximum of 50 sq. m. of habitable basement area;
- Section 616.7 SETBACK 1 (d) is varied to reduce the interior side setback from 2.25 metres to 1.82 metres and further reduced to 1.22 metres from the south interior side lot line for the Gillespie Residence and deleting the exception; and
- Section 616.8 HEIGHT 1. is varied to increase the permitted height from 8.0 metres to 8.8 metres.

For Maple Ridge Subdivision and Development Servicing By-law No. 4800 - 1993:

The standards for Collector Roads contained in this Bylaw are varied along Laity Street as follows:

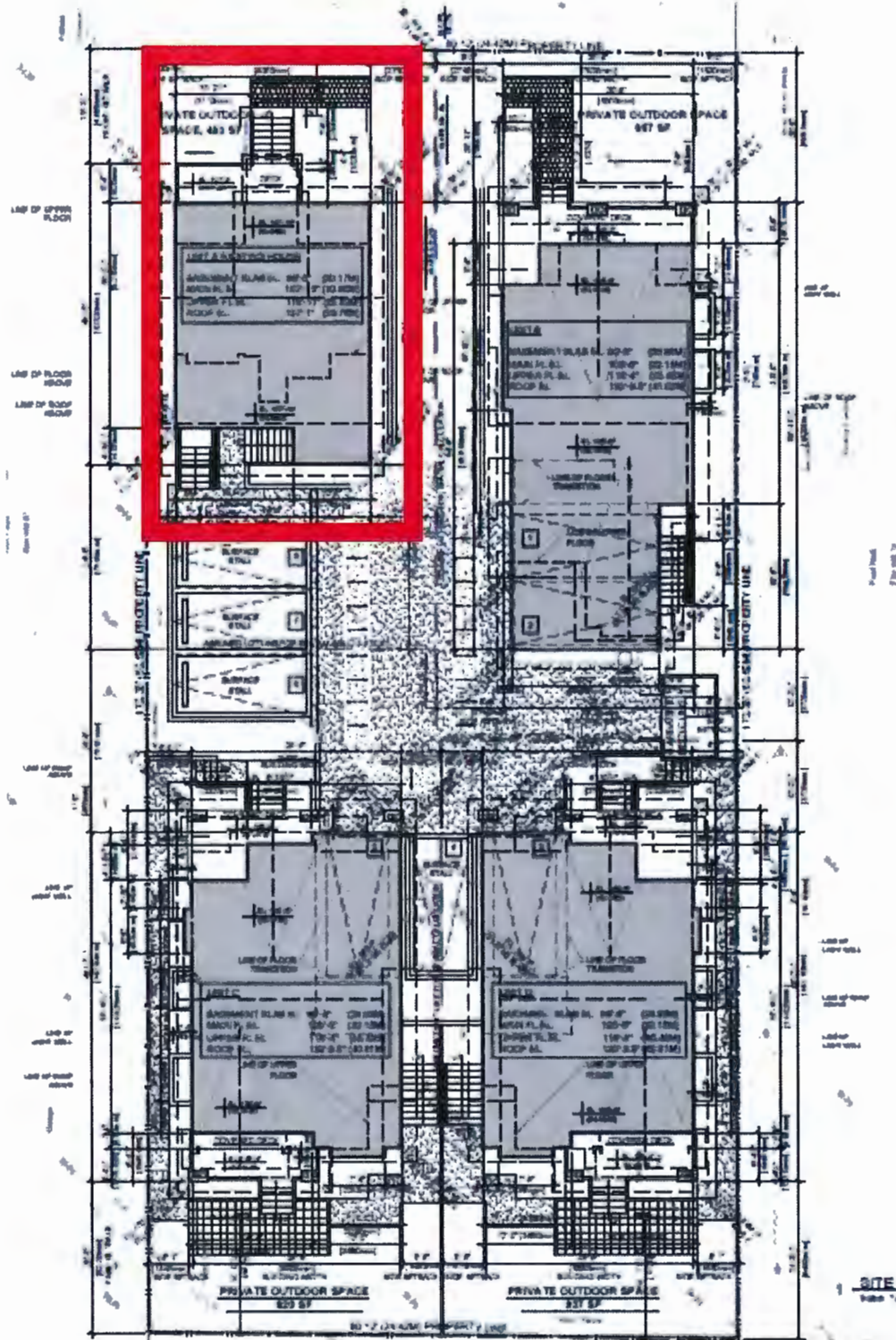
- the minimum road right-of-way width for a Collector Road standard with bike lanes is reduced from the required 24 metres to 18 metres.

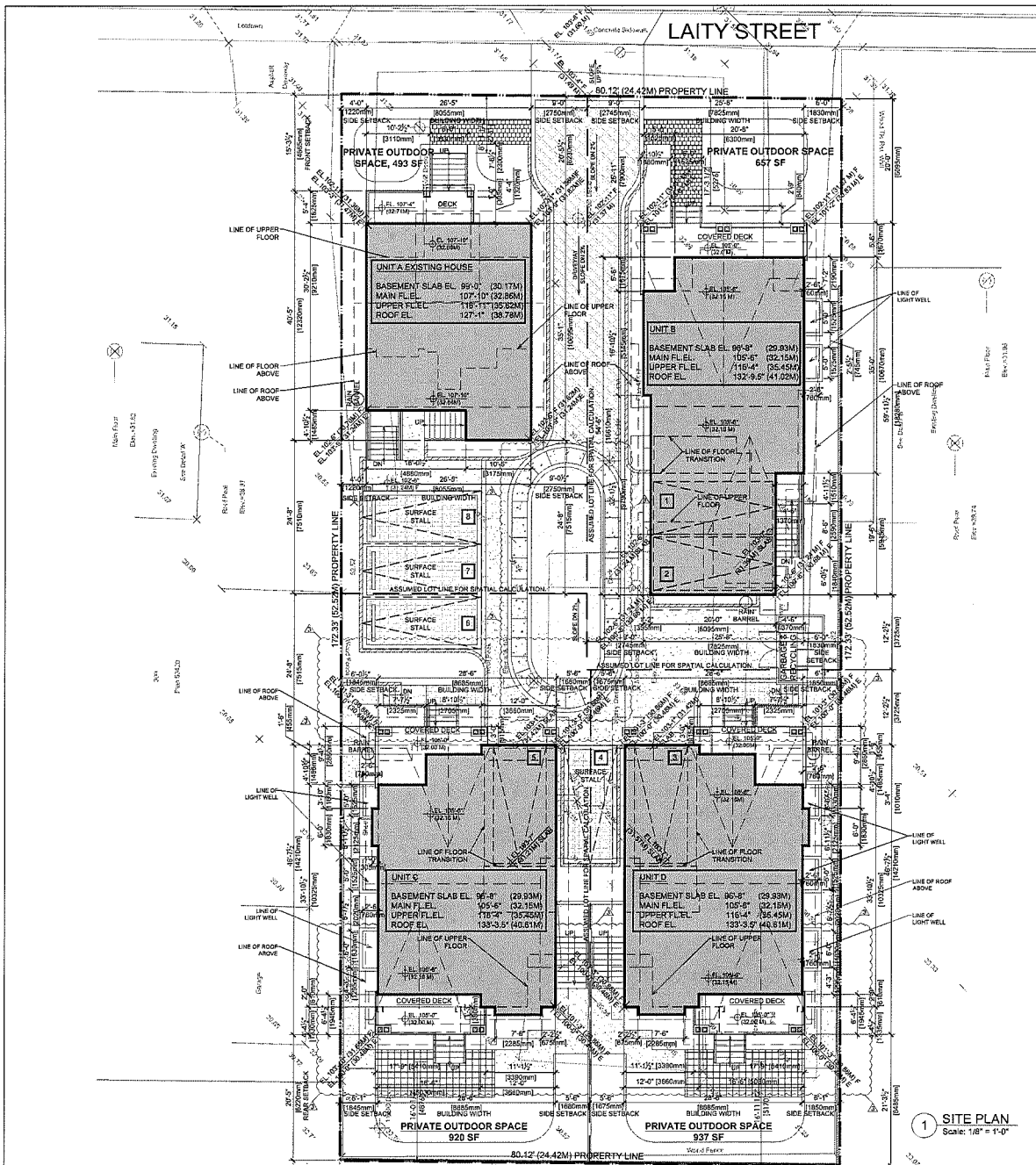
Applicant initials below confirming the variance(s) requested is (are) accurate:

SCHEDULE "G"

Portion of Site being Designated

Laity Street





ADDRESS		12061 LAITY STREET, MAPLE STREET
LEGAL DESCRIPTION		FROM R51 TO HRA BYLAW NO. 7532-2019 13,810 SF (1283 M ²)
LOT		130
DL		242
GROUP		1, NWD
PLAN		47517
P.I.D.		006-199-704
ZONING REQUIREMENTS		
LAND ZONED		FROM R51 TO HRA BYLAW NO. 7532-2019 13,810 SF (1283 M ²)
SITE AREA		80'-1" X 179'-2" (24,42M X 52,52M)
SITE COVERAGE		PROPOSED 1577 SF (.36) (480.86 M ²) UNIT A = 982 SF (82.17 M ²) UNIT B = 1427 SF (132.07 M ²) UNIT C = 1278 SF (118.11 M ²) UNIT D = 1379 SF (126.11 M ²)
FLOOR AREA RATIO		PROPOSED: 1074.1 M ² - 50 M ² EXCLUSION = 1023 M ² (.80)
MAIN FLOOR		UNIT A 849 SF 846 SF 865 SF 869 SF 3409 SF (218.56 M ²)
UPPER FLOOR		UNIT A 483 SF 1105 SF 1078 SF 1076 SF 3744 SF (347.83 M ²)
BASMENT		UNIT A 799 SF 863 SF 916 SF 916 SF 3514 SF (326.40 M ²)
TOTAL UNIT AREA		UNIT A 2131 SF 2814 SF 2859 SF 2861 SF 10687 SF (990.88 M ²)
GARAGE		UNIT A 400 SF 240 SF 240 SF 240 SF 880 SF (81.75 M ²)
TOTAL GROSS AREA		2131 SF 3234 SF 3099 SF 3163 SF 11967 SF (1074.61 M ²)
SET BACKS		PROPOSED FRONT YARD 24.0' (7.3M) SIDE YARD 4.0' (1.2M) REAR YARD 20.42' (6.22M)
BUILDING HEIGHTS		PROPOSED BUILDING 28.87' (8.8M)
PARKING		PROPOSED (2.5M X 5.5M, 8.25' X 18') 8 STALLS
OUTDOOR SPACE		PROPOSED UNIT A: 493 SF (45 M ²) UNIT B: 427 SF (39 M ²) UNIT C: 420 SF (39 M ²) UNIT D: 437 SF (40 M ²)
IMPERMEABLE HARD SURFACES		PROPOSED BUILDING (INCLD. DECKS) 5074 SF (471 M ²) PAVING 1075 SF (156 M ²) TOTAL 6149 SF (496 M ²) (827 M ²)

1 SITE PLAN
Scale: 1/8" = 1'-0"

ArchiType
design

salendramann
604.988.6063

GILLESPE HOUSE
FOUR UNITS
INFILL PROJECT

ADDRESS:

12061 LAITY ST.,
MAPLE RIDGE

LEGAL DESCRIPTION:

LOT 130
DL 242
GROUP 1 NWD
PLAN 47517

PID: 006-199-704

No.	Date	Revision
1	26/01/19	ISSUED TO CONSULT
2	10/06/19	ISSUED TO DP
3	19/06/20	REVISED TO DP

UNIT-A
EXISTING HOUSE
Title

SITE PLAN & CALCS

Date
OCTOBER 26, 2020
Scale
AS SHOWN
Drawing No.

A1

APPENDIX D

GILLESPE HOUSE
FOUR UNITE
INFILL PROJECT

ADDRESS:

12061 LAITY ST.,
MAPLE RIDGE

LEGAL DESCRIPTION:

LOT 130
DL 242
GROUP 1 NWID
PLAN 47517

PID: 006-199-704

No.	Date	Revision
1	06/01/20	ISSUED FOR CONSTRUCTION
2	10/16/19	ISSUED FOR OP

ALL IDEAS, DESIGNS AND DETAILS ARE THE PROPERTY OF ARCHITYPE DESIGN. NO PART SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION OF THE DESIGNER.

UNIT-B

Title

ELEVATIONS

Date

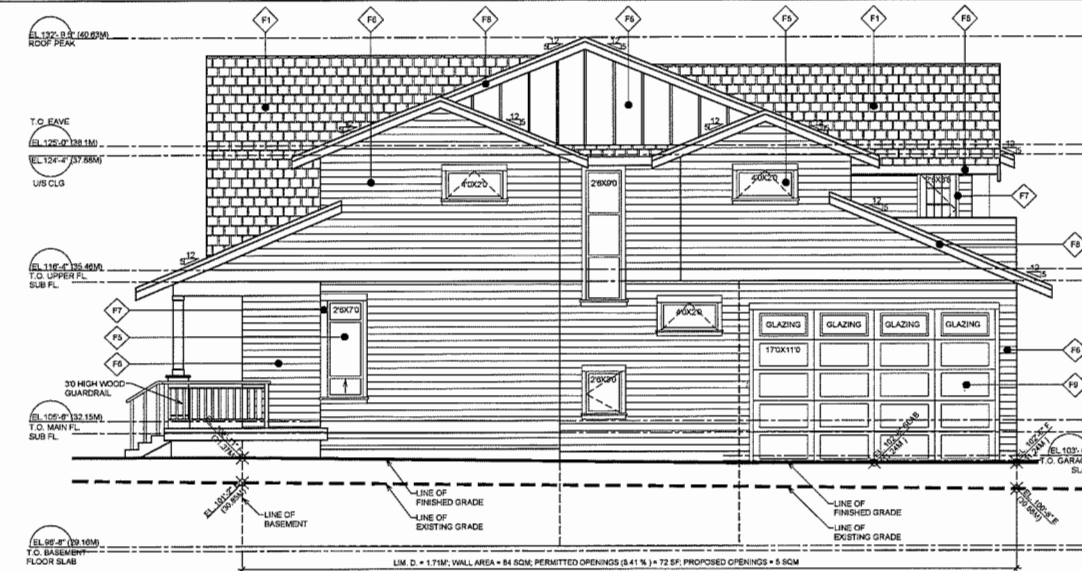
OCTOBER 16, 2018

Scale

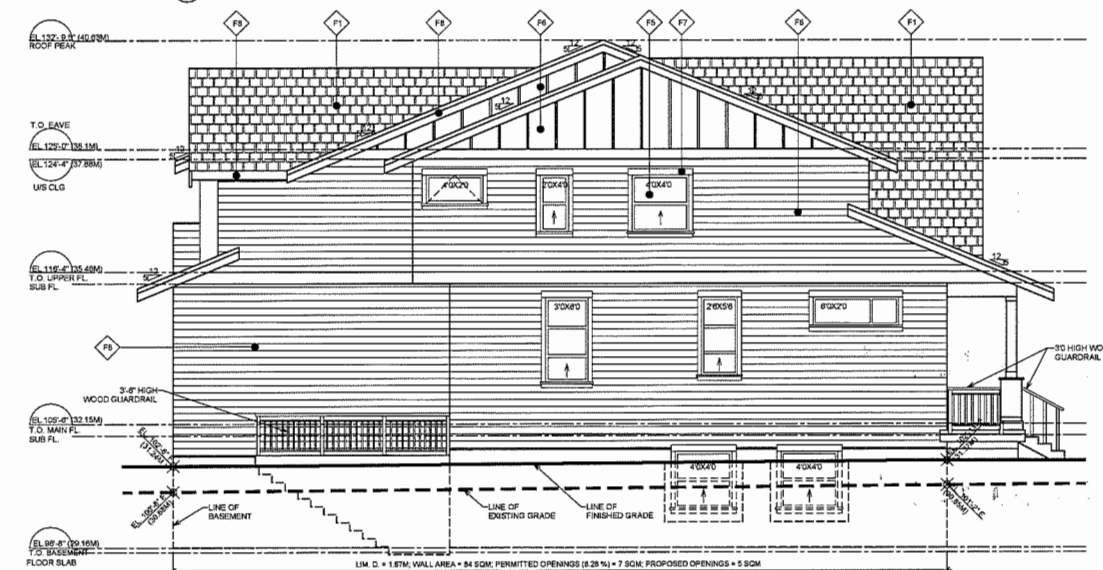
AS SHOWN

Drawing No.

A-B4



1 NORTH ELEVATION
Scale: 1/4" = 1'-0"



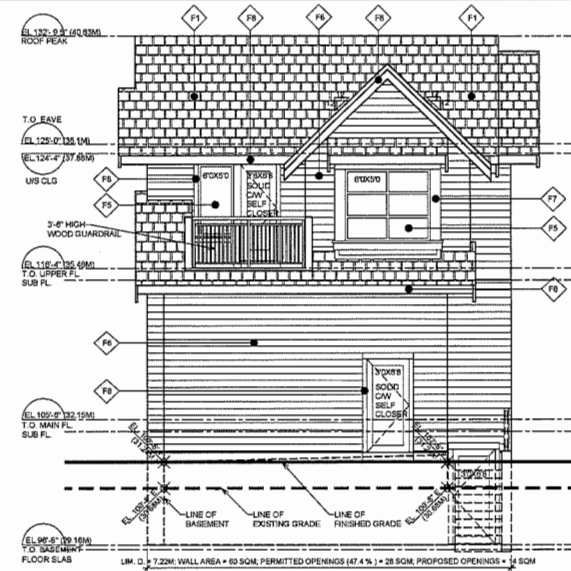
3 SOUTH ELEVATION
Scale: 1/4" = 1'-0"

MATERIALS & COLORS

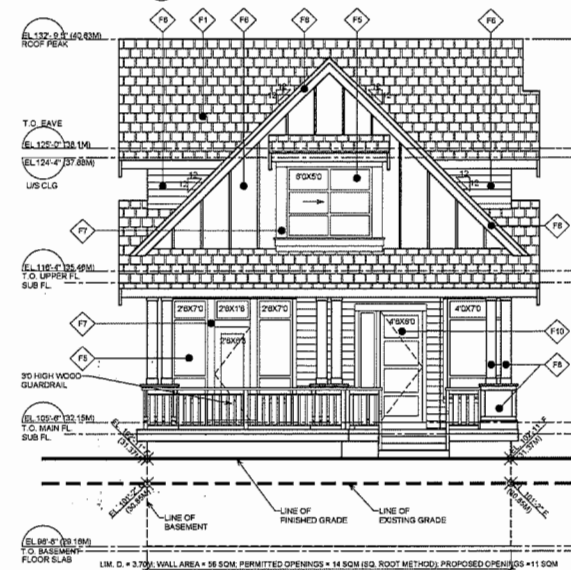
- P1 ASPHALT SHINGLE ROOF
- P2 10 YEAR WARRANTY MINS CHARCOAL GRAY (CAMBRIDGE KO) SHAKE PROFILE
- P3 VINYL SIDING
- P4 COLOR: SAND (ROYAL BLDG. PRODUCTS)
- P5 METAL SLUTTERS & SCRAPERS
- P6 COLOR: SLATE #523 (GENCO)

PAINT COLORS:

- P7 METAL RAILINGS
- P8 CHARCOAL
- P9 WINDOWS
- P10 WHITE W/ DIVIDED LITES
- P11 COLOR: CHARCOAL
- P12 P1 REVEAL, HARDI-SOARD SIDING & PANEL
- P13 COLOR TO MATCH
- P14 BM #VC-25 HARRIS GRAY
- P15 WOOD TRIM COLOR TO MATCH
- P16 BM #VC-25 EDWARDIAN PORCH GRAY
- P17 PASCA COLOR & WOOD TRIM
- P18 COLOR TO MATCH
- P19 BM #VC-25 EDWARDIAN PORCH GRAY



2 WEST ELEVATION
Scale: 1/4" = 1'-0"



4 EAST ELEVATION
Scale: 1/4" = 1'-0"

- ELEVATION NOTES:
- CLEARANCE FROM DIRECT VENT FLUES AND WINDOWS TO BE IN ACCORDANCE WITH FLUE FLAME/FLUE MANUFACTURER'S WRITTEN INSTRUCTIONS AND TO THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION. (CLEARANCE SHOULD BE CONFIRMED BEFORE WINDOW ORDER IS FINALIZED)
 - WINDOWS AND DOORS NOT LOCATED UNDER AND PROTECTED BY ROOF OVERHANGS TO BE FULLY FLASHED.
 - ALL RETAINING WALLS TO BE PROJECT 6" ABOVE GRADE
 - 6" x 6" FIXED BASH
 - ROOF IN WINDOW HEAD HEIGHT TO BE 12" BELOW CEILING U.N.O.
 - WINDOW SIZES TO BE CONFIRMED WITH FRAMING CONDITIONS ON SITE.

ArchiType
design

satendramann
604.988.6063

**GILLESPE HOUSE
FOUR UNITE
INFILL PROJECT**

ADDRESS:

**12061 LAITY ST.,
MAPLE RIDGE**

LEGAL DESCRIPTION:

LOT 130
DL 242
GROUP 1 NWD
PLAN 47517

PID: 006-199-704

No.	Date	Revision
1	08/11/18	ISSUED FOR CONSULT
2	10/18/18	ISSUED FOR DP
3	10/26/20	REVISED FOR DP

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UNIT-C

Title

ELEVATIONS

Date

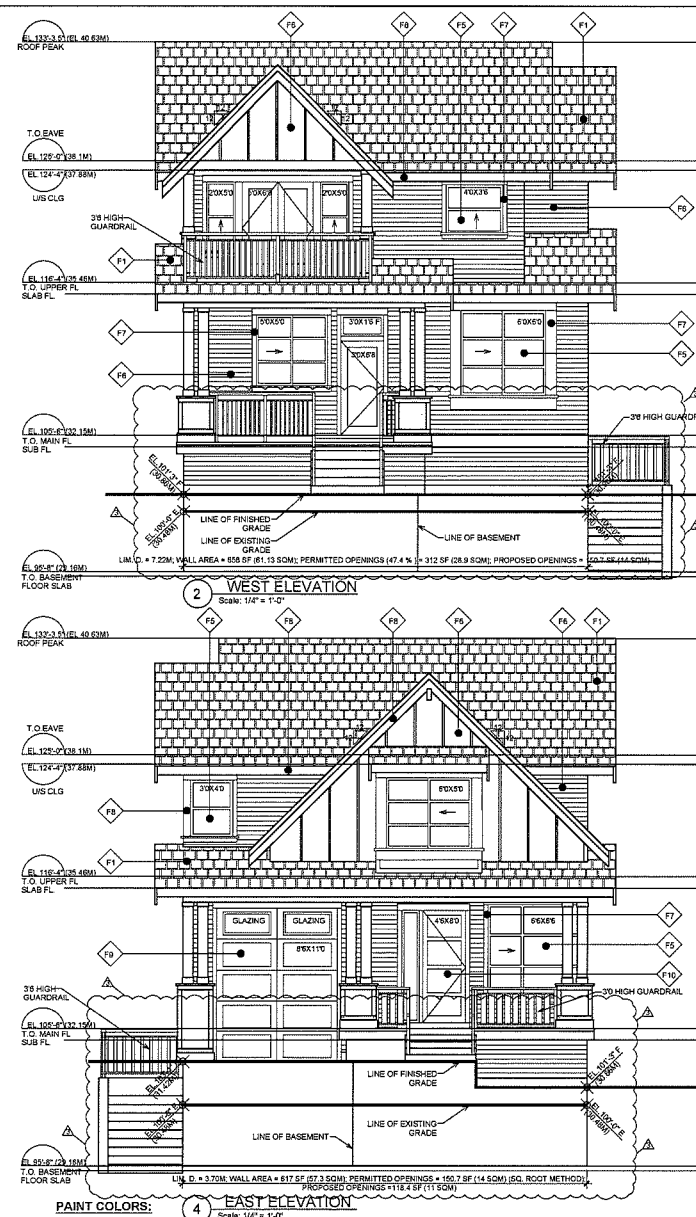
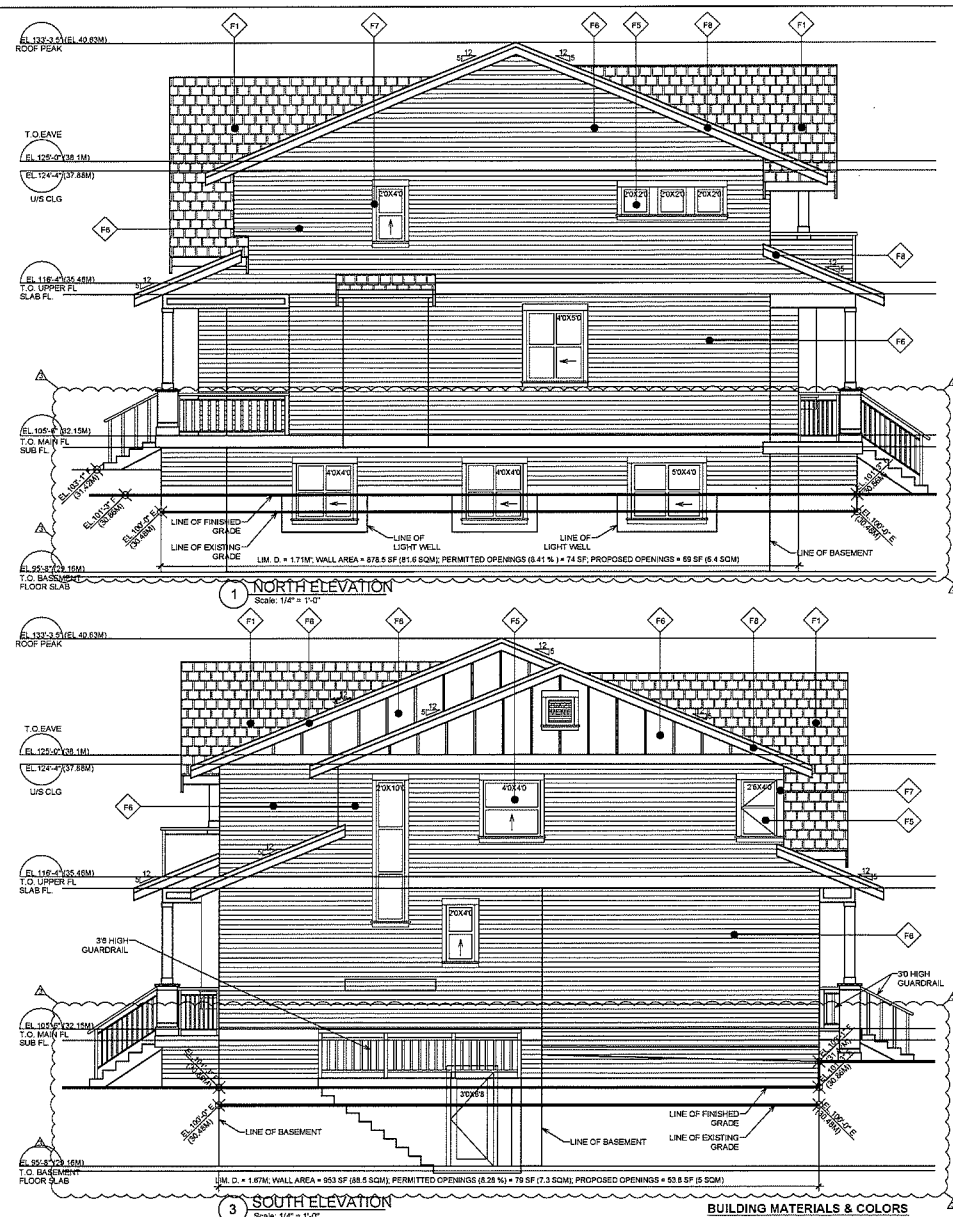
OCTOBER 26, 2020

Scale

AS SHOWN

Drawing No.

A-C4



**GILLESPE HOUSE
FOUR UNIT
INFILL PROJECT**

ADDRESS:

**12061 LAITY ST.,
MAPLE RIDGE**

LEGAL DESCRIPTION:

LOT 130
DL 242
GROUP 1 NWD
PLAN 47517

PID: 006-199-704

No.	Date	Revision
1	08/01/18	ISSUED FOR CONSULT
2	10/01/18	ISSUED FOR DP
3	10/06/20	REVISED FOR DP

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UNIT-D

Title

ELEVATIONS

Date

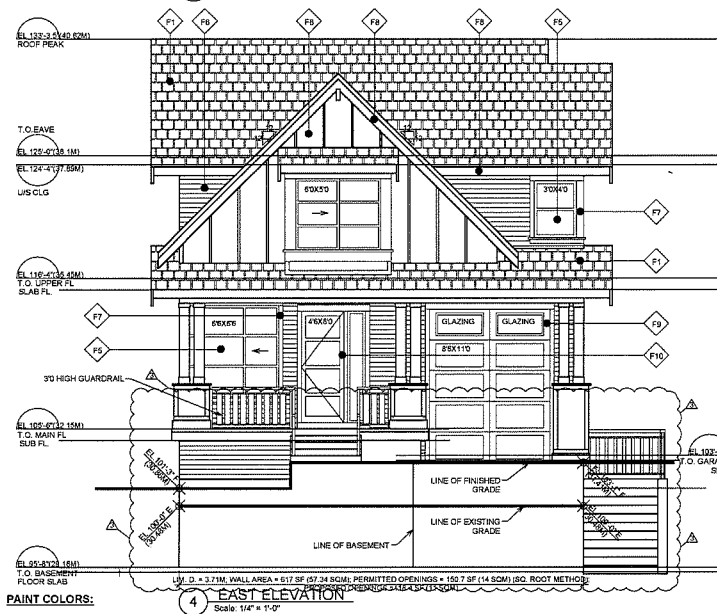
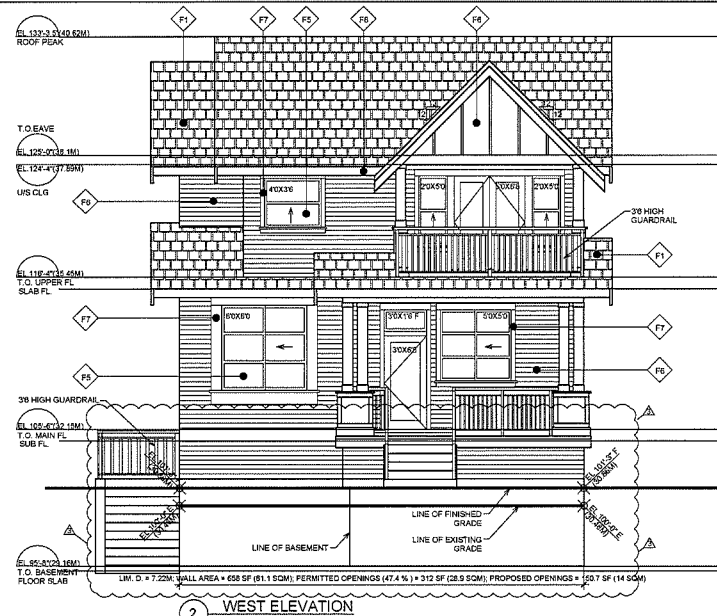
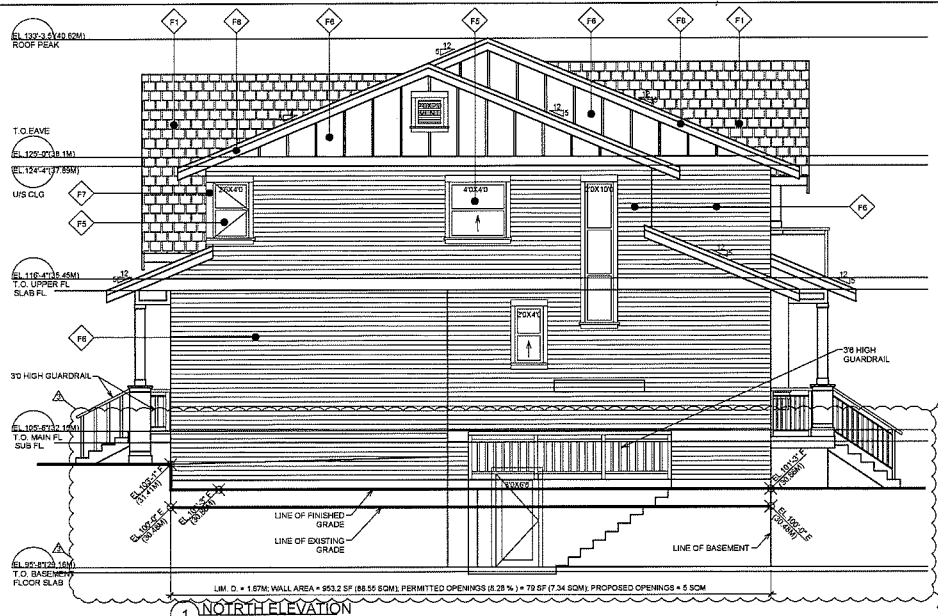
OCTOBER 26, 2020

Scale

AS SHOWN

Drawing No.

A-D4



- ELEVATION NOTES**
- CLEARANCE BETWEEN DIRECT VENT FLUES AND WINDOWS TO BE IN ACCORDANCE WITH FIREPLACE / FLUE MANUFACTURER'S WRITTEN INSTRUCTIONS AND TO THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION. (CLEARANCE SHOULD BE CONFIRMED BEFORE WINDOW ORDER IS FINALIZED)
 - WINDOWS AND DOORS NOT LOCATED UNDER AND PROTECTED BY ROOF OVERHANGS TO BE FULLY FLASHED.
 - ALL RETAINING WALLS TO BE PROJECT 6\"/>

MATERIALS & COLORS

- P1 ASPHALT SHINGLE ROOF, (35 YEAR WARRANTY MINI CHARCOAL GRAY (CAMBRIDGE BK) SHAKE PROFILE)
- P2 VINYL SOFFIT, COLOR: SAND (ROYAL BLDG. PRODUCTS)
- P3 METAL GUTTERS & DOWNPIPES, COLOR: CANYON GLAY #510 (GENTEK)
- P4 METAL RAILINGS, CHARCOAL
- P5 WINDOWS, VINYL, W/ DIVIDED LITES, COLOR: CHARCOAL

PAINT COLORS:

- P1 6\"/>

- P2 FABRICA COLOR & WOOD TRIM, COLOR: TO MATCH, BM #VC-25 HARRIS GRAY
- P3 FRONT DOOR COLOR TO MATCH, COLOR TO MATCH, BM #VC-25 SUNSHINE BUFF



BUILDING D

MATERIALS & COLORS

ASPHALT SHINGLE ROOF:
 (35 YEAR WARRANTY) MINI
 CHARCOAL GRAY (CAMBRIDGE #02)
 SHAKE PROFILE

VINYL SIDING:
 COLOR: SAND
 (ROYAL BLDG. PRODUCTS)

METAL GUTTERS & DOWNPIPES:
 COLOR: CANYON CLAY #510 (GENTRO)

METAL RAILINGS:
 COLOR: CHARCOAL

WINDOWS:
 VINYL, W/ DIVIDED LITES
 COLOR: CHARCOAL

PAINT COLORS:
 P1, P REVEAL HARD-BEARD SIDING & PANEL
 COLOR TO MATCH:
 BM # 2005-10 CINARRON

P2, WOOD TRIM COLOR:
 TO MATCH:
 BM #VC-38 HARRIS GRAY

P2, FASCIA COLOR & WOOD TRIM COLOR:
 TO MATCH:
 BM #VC-38 HARRIS GRAY

P4, GARAGE DOOR:
 COLOR TO MATCH:
 BM # 2005-10 CINARRON

P5 FRONT DOOR COLOR TO MATCH:
 COLOR TO MATCH:
 BM #VC-38 DUNBAR BUFF

BUILDING B & C

MATERIALS & COLORS

ASPHALT SHINGLE ROOF:
 (35 YEAR WARRANTY) MINI
 CHARCOAL GRAY (CAMBRIDGE #02)
 SHAKE PROFILE

PAINTED SIDING:
 COLOR: SAND
 (ROYAL BLDG. PRODUCTS)

METAL GUTTERS & DOWNPIPES:
 COLOR: SLATE #03 (GENTRO)

METAL RAILINGS:
 COLOR: CHARCOAL

WINDOWS:
 VINYL, W/ DIVIDED LITES
 COLOR: CHARCOAL

PAINT COLORS:
 P1, P REVEAL HARD-BEARD SIDING & PANEL
 COLOR TO MATCH:
 BM #VC-38 EDWARDIAN PORCH GRAY

P2, WOOD TRIM COLOR:
 TO MATCH:
 BM #VC-38 EDWARDIAN PORCH GRAY

P2, FASCIA COLOR & WOOD TRIM COLOR:
 TO MATCH:
 BM #VC-38 EDWARDIAN PORCH GRAY

P4, GARAGE DOOR:
 COLOR TO MATCH:
 BM #VC-38 HARRIS GRAY

P5 FRONT DOOR COLOR TO MATCH:
 BM # 2005-10 CINARRON



ArchiType
design

satendra mann
604.988.6063

**GILLESPE HOUSE
FOUR UNITS
INFILL PROJECT**

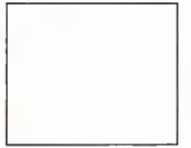
ADDRESS:
**12061 LAITY ST.,
 MAPLE RIDGE**

LEGAL DESCRIPTION:

LOT 130
DL 242
GROUP 1 NW/D
PLAN 47517

PID: 006-199-704

No.	Date	Revision
1	06/01/18	ISSUED TO COUNCIL
2	10/16/18	ISSUED TO CP



All ideas, designs and plans indicated or represented by this set are owned by and remain the property of the designer. No part shall be used or otherwise in whole or in part without the written permission of the designer.

Title
COLOURED ELEVATIONS

Date
OCTOBER 16, 2018

Scale
AS SHOWN

Drawing No.
A0.3

Architectural site plan of a residential property at 80 LAI (24.44M) PROPERTY LINE. The plan shows a large rectangular building with four units (Unit A, Unit B, Unit C, Unit D) and a central courtyard. The building is surrounded by a concrete perimeter wall with various gates and access points. The plan includes detailed annotations for structural elements, materials, and landscaping. Key features include:

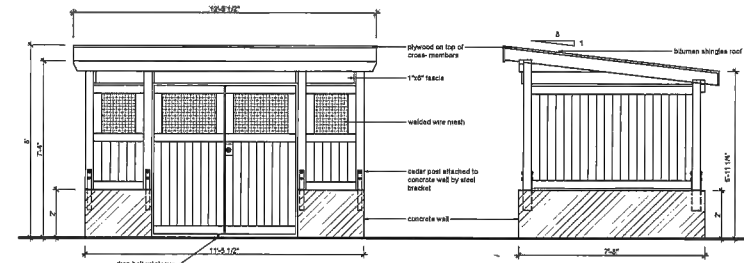
- Unit A:** Basement level (EL. 96'-6" (29.43M)), Main floor (EL. 105'-6" (32.15M)), Upper floor (EL. 116'-4" (35.45M)), and Roof level (EL. 127'-4" (38.84M)).
- Unit B:** Basement level (EL. 96'-6" (29.43M)), Main floor (EL. 105'-6" (32.15M)), Upper floor (EL. 116'-4" (35.45M)), and Roof level (EL. 127'-4" (38.84M)).
- Unit C:** Basement level (EL. 96'-6" (29.43M)), Main floor (EL. 105'-6" (32.15M)), Upper floor (EL. 116'-4" (35.45M)), and Roof level (EL. 127'-4" (38.84M)).
- Unit D:** Basement level (EL. 96'-6" (29.43M)), Main floor (EL. 105'-6" (32.15M)), Upper floor (EL. 116'-4" (35.45M)), and Roof level (EL. 127'-4" (38.84M)).

The central courtyard is paved with concrete and includes a small structure. The plan also shows existing and proposed landscaping, including trees, shrubs, and lawns. The property is bounded by a concrete perimeter wall with a 17' x 17' hydrazine-reinforced beam at the corners. The plan includes a north arrow and a scale bar.

LEGEND

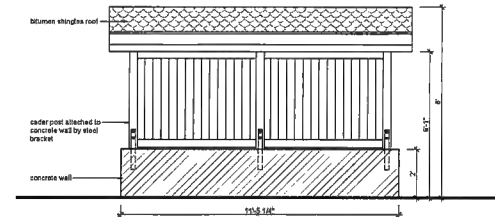
- | | |
|---|---|
|  | Existing trees to be removed / retained |
|  | Proposed Tree Planting |
|  | Mixed Plantings of Shrub, Perennials and Groundcovers |
|  | Evergreen Hedge |
|  | Old Country Stone concrete path coarse edge by Abbotston Cor (Desert Sand Colour) |
|  | Standard "Hollow" core paving coarse edge by Abbotston Cor (Desert Sand Colour) |
|  | 150mm Hydra Pressed Slabs by Abbotston Concrete Products (Desert sand colour) |
|  | Tree Protection Fence |

1. All landscape work shall be carried out in accordance with the current edition of the Canadian Landscape Standard published by CSLA/CHTA and the contract specification.
2. Growing medium in accordance with the current edition of the Canadian Landscape Standard shall be provided to the following minimum depth/dimensions:
Grass Areas - 150 mm (6")
Shrubs, Groundcovers, Vines & Perennials - 450 mm (18")
Trees - Minimum 300 mm (12") of loam around the rootball compacted to 85% Df, Proctor Density



Front elevation

Side elevation



Back elevation

$$\frac{2}{L-1}$$

GARBAGE ENCLOSURE DETAIL
SCALE: 1/2"=1'-0"

[illegible]

BRIEF		
REV.	DATE	DESCRIPTION
1	24/04/20	FOR CLIENT REVIEW
2	13/11/20	FOR CLIENT REVIEW
3	25/10/20	FOR ADD BUSINESS



NORTH



PD Group
Landscape Architecture Ltd

CLIENT
Casa Realty
587 Hillcrest Street

PROJECT
12061 Lally Street
MAPLE RIDGE, B.C.

Landscape Plan

DESIGNED/	BY
DRAWN/	SK
CHECKED	

SCALE	100 Marks, 100 Marks	
DATE	15 August 2018	
PRODUCTION	DRG No.	REV

1801	L-1	2
------	-----	---

ADP Comments with Architect's Responses

Architectural Comments:

- Consider reviewing the window proportion and placement on courtyard side on north and south elevations;
Response: the windows on Building B north elevations have been updated to proportions that are more consistent.
- Consider keeping materials consistent on the higher gables;
Response: all the gables will consistently be clad with board and batten siding.
- Revisit height of the garage doors;
Response: the garage doors have been lowered to 8'6" with a transom window above.
- Please check turning radii and clearances to ensure vehicle accessibility into garage of unit B and surface stall between C and D;
- Consider reviewing the materiality of the elevations facing the courtyard to reduce the overall height;
Response: Board and batten siding is added to break up the facades further.

Landscape Comments:

- Incorporate fruit trees to preserve character;
Response: Two (2) fruit trees will be substituted for two (2) small trees in rear yards of the two rear units.
- Review and comply with recommendations from heritage report for landscape items;
Response: Landscape items in the heritage report will be reviewed and addressed where possible.
- Consider connecting the entrance walkways from Unit A and B to the public sidewalk instead of the driveway. Provide separate vehicle and pedestrian surfacing to limit conflict and improve wayfinding;
Response: Entry walkways to front units will be redirected to exit on public sidewalk. There will also be a review of the separation of vehicles and pedestrians on the driveway with possible contrasting paved material to define the walkway and improve wayfinding.
- The unit paver soldier course edging in asphalt may loosen overtime. Consider containing the pavers in concrete or utilizing an alternate decorative paving material such as stamped asphalt in the central turnaround;
Response: Where necessary concrete banding will be used to contain pavers.
- Evaluate the bench located beside Unit B. Place bench in a location that enhances views of the courtyard and provides better separation from traffic.
Response: Relocation of the bench will be investigated bearing in mind privacy issues for units and the need for courtyard overlook and separation from traffic

TO: His Worship Mayor Michael Morden
and Members of Council

MEETING DATE: January 19, 2021
FILE NO: 11-5245-2017-221
& 06-2240-20

FROM: Chief Administrative Officer

MEETING: CoW

SUBJECT: Latecomer Agreement LC 173/20

EXECUTIVE SUMMARY:

The lands at 22032 119 Avenue have been developed. Part of the subdivision servicing is considered to be excess or extended servicing in accordance with the Local Government Act that benefits adjacent properties. Latecomer Agreement LC 173/20 provides the municipality's assessment of the attribution of the costs of the excess or extended servicing to the benefitting lands.

The developers have the opportunity to recover costs for service capacity over and above which is required for their specific development should development occur on those parcels identified in Schedule A. Cost recovery may also be possible where a property connects to the Latecomer-eligible utility.

RECOMMENDATION:

That the cost to provide the excess or extended services at 22032 119 Avenue is, in whole or in part, excessive to the municipality and that the cost to provide these services shall be paid by the owners of the land being developed; and

That Latecomer Charges be imposed for such excess or extended services on the parcels and in the amounts as set out in Schedule A; and further

That the Corporate Officer be authorized to sign and seal Latecomer Agreement LC 173/20 with the developer of the lands at 22032 119 Avenue.

DISCUSSION:

a) Background Context:

The lands at 22032 119 Avenue have been developed. Part of the development servicing included the extension of a storm sewer which is considered to be excess or extended servicing in accordance with the Local Government Act that benefits adjacent properties. The attached map identifies the lands which are involved in the development and those which will benefit from the excess or extended services and land to which the developer provided services. The cost breakdown for each excess or extended service is shown on attached Schedule A.

In addition, a copy of Latecomer Agreement LC 173/20 is also attached for information purposes.

b) **Policy Implications:**

Part 14, Division 11, of the Local Government Act provides that where a developer pays all or part of the cost of excess or extended services, the municipality shall determine the proportion of the cost of the service which constitutes excess or extended service and determine the proportion of the cost of the service to be attributed to parcels of land which the municipality considers will benefit from the service. Latecomer Agreement LC 173/20 will provide such determination for Rezone 2017-221-RZ.

CONCLUSION:

A developer has provided certain services in support of Development Application 2017-221-RZ. Some of the services benefit adjacent lands therefore, it is appropriate to impose Latecomer Charges on the benefitting lands. Latecomer Agreement LC 173/20 summarizes the municipality's determination of benefitting lands and cost attribution and also establishes the term over which such Latecomer Charges will be applied.



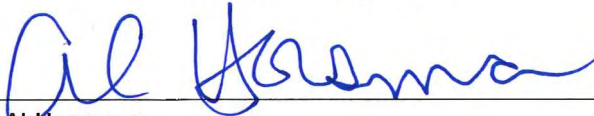
Submitted by: Rachel Ollenberger, ASCT.
Manager of Infrastructure Development



Reviewed by: Josh Mickleborough, PEng.
for Director of Engineering



Approved by: David Pollock, PEng.
General Manager Engineering Services



Concurrence: Al Horsman
Chief Administrative Officer

Attachments:

- (A) Schedule A
- (B) Benefitting Property Map
- (C) Latecomer Agreement

Schedule A

TYPE OF EXCESS OR EXTENDED SERVICE

1. EXTENDED NOMINAL SERVICE

Service	Total Number of Equivalent Development Units (EDU)	Total Cost Of Benefit	Cost Per EDU	EDU's On Benefitting Property	Benefit Attributed By Property Excluding Subdivision
Storm Sewer	2	\$53,570.00	\$26,785.00	1	Lot 61, NWP14049 RN 42267-1700-4 1 X \$26,785.00

A total of all of the aforementioned services for each property is as follows:

Legal Description	Civic Address	Total Cost
Lot 61, DL 397, PL NWP14049 RN 42267-1700-4	22033 119 Avenue	\$26,785.00

LATECOMER AGREEMENT

LC 173/20 - 2017-221-RZ

THIS AGREEMENT is made the ____ day of _____, 20__

BETWEEN: 1119300 BC LTD.
Grace Yu
2770 Nadine Drive
Coquitlam BC V3C 6A5

(Hereinafter called the "Developer")

OF THE FIRST PART

AND: City of Maple Ridge
11995 Haney Place
Maple Ridge BC V2X 6A9

(Hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- A. The Developer has developed certain lands and premises located within the City of Maple Ridge, in the Province of British Columbia, and more particularly known and described as:

Lot 56, DL 397, PL NWP14049

(Hereinafter called the "said lands");

- B. In order to facilitate the approval of the development of the said lands, the Developer has constructed and installed the storm sewer services shown on the design prepared by David Laird, Aplin Martin Engineering Job No: DX 617 (Sheets 1 to 5) dated December 2017, and marked "Reviewed as Noted" November 19, 2018, Engineering Project No. 5245-20-2017-221.

(Hereinafter called the "Extended Services");

- C. The extended services have been provided with a capacity to service the said lands and other than the said lands;
- D. The City considers its cost to provide the Extended Services to be excessive;
- E. The Developer has provided the Extended Services in the Amount of \$53,570.00;

F. The City has determined that:

Lot 61, DL 397, PL NWP14049

(the "Benefitting Lands") will benefit from the Extended Services;

G. The City has imposed as a condition of the owner of the Benefitting Lands connecting to or using the Extended Services, a charge (the "Latecomer Charge") on the Benefitting Lands in the following amounts:

Lot 61, DL 397, PL NWP14049

RN 42267-1700-4

- \$26,785.00 for connection to the storm sewer constructed on 119 Avenue

plus interest calculated annually from the date of completion of the Extended Services as certified by the General Manager Engineering Services of the City (the "Completion Date") to the date of connection of the Benefitting Lands to the Extended Services;

H. The Latecomer Charge when paid by the owner of the Benefitting Lands and collected by the City shall pursuant to Section 508 (2) of the Local Government Act R.S.B.C. 2015, c.1 be paid to the Developer as provided for in this Agreement.

NOW THEREFORE AS AUTHORIZED BY Section 508 (5) of the Local Government Act R.S.B.C 2015, c.1, the parties hereto agree as follows:

1. The Latecomer Charge, if paid by the owner of the Benefitting Lands and collected by the City within fifteen (15) years of the Completion Date shall be paid to the Developer and in such case payment will be made within 30 days of the next June 30th or December 31st that follows the date on which the Latecomer Charge was collected by the City.

2. This Agreement shall expire and shall be of no further force and effect for any purpose on the earlier of the payment of the Latecomer Charge by the City to the Developer, or fifteen (15) years from the Completion Date, and thereafter the City shall be forever fully released and wholly discharged from any and all liability and obligations herein, or howsoever arising pertaining to the Latecomer Charge, and whether arising before or after the expiry of this Agreement.

3. The Developer represents and warrants to the City that the Developer has not received, claimed, demanded or collected money or any other consideration from the owner of the Benefitting Lands for the provision, or expectation of the provision of the Extended Services, other than as contemplated and as provided for herein; and further represents and warrants that he has not entered into any agreement with the owner of the Benefitting Lands for consideration in any way related to or connected directly or indirectly with the provision of the Extended Services. The representations and warranties of the Developer herein shall, notwithstanding Item 2 of this Agreement, survive the expiry of this Agreement.

4. The Developer (if more than one corporate body or person) hereby agrees that the City shall remit the Latecomer Charge to each corporate body or person in equal shares.

5. If the Developer is a sole corporate body or person, the City shall remit the Latecomer Charge to the said sole corporate body or person, with a copy to the following (name and address of director of corporate body, accountant, lawyer, etc.):

6. In the event that the Developer is not the owner of the said lands, the owner shall hereby grant, assign, transfer and set over unto the Developer, his heirs and assigns, all rights, title and interest under this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective Corporate Seals, attested by the hands of their respective officers duly authorized in that behalf, the day and year first above written.

DEVELOPER

Company:_____

Print Name:_____

Developer - Authorized Signatory

Company:_____

Print Name:_____

Developer - Authorized Signatory

CITY OF MAPLE RIDGE

Corporate Officer - Authorized Signatory

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Award of Contract: ITT-PL20-11 Emergency Generator Supply and Installation at City of Maple Ridge Operations Centre

MEETING DATE: January 19, 2021
FILE NO: 01-0640-30-2021
MEETING: CoW

EXECUTIVE SUMMARY:

The existing emergency generator at the City of Maple Ridge Operations Centre is at the end of its useful life and requires replacement in order to continue to provide backup power to this critical site in the event of an outage or natural disaster.

The work generally includes the supply, installation and commissioning of a new emergency generator and associated electrical components. Decommissioning and removal of the existing generator is also required. Civil work will include modifications to the existing retaining wall, installation of a new concrete pad for the generator enclosure and electrical kiosk to level grades, as required.

An invitation to Tender was issued with Glenco Electric Ltd. providing the lowest compliant bid.

RECOMMENDATION:

That Contract ITT-PL20-11 Emergency Generator Supply and Installation at City of Maple Ridge Operations Centre be awarded to Glenco Electric Ltd. in the amount of \$390,500.00 plus taxes; and

That a contingency of \$79,000.00 be established for this project; and further

That the Corporate Officer be authorized to execute the contract.

DISCUSSION:

a) Background Context:

An Invitation to Tender (ITT-PL20-11) was issued through BC Bid on November 6, 2020 for the Emergency Generator Supply and Installation at the City of Maple Ridge Operations Yard. Ten (10) bid submissions were received before closing on December 10, 2020. The total tender prices (excluding taxes) are listed below from lowest to highest:

- | | |
|----------------------------------|--------------|
| 1) Glenco Electric Ltd. | \$390,500.00 |
| 2) Status Electrical Corporation | \$412,673.11 |

3) N. Wallace & Company Ltd.	\$419,357.00
4) Wood Projects Ltd.	\$422,925.00
5) Western Integrated Electrical Ltd.	\$428,550.00
6) Black & McDonald Ltd.	\$429,900.00
7) Houle Electric Ltd.	\$437,090.00
8) Western Pacific Enterprises Ltd.	\$447,841.00
9) Bergevin Electrical Contracting Ltd.	\$493,500.00
10) Drake Excavating (2016) Ltd.	\$499,990.00

Glenco Electric Ltd.'s tendered price in the amount of \$390,500.00 is the lowest compliant bid submitted. Glenco Electric Ltd. is experienced in similar construction projects.

b) Desired Outcome:

The desired outcome is to continue to provide emergency power for the City of Maple Ridge Operations Centre which provides critical and essential services to the community, and also serves as a DOC (Disaster Operations Centre).

c) Strategic Alignment:

This project aligns with the City's Corporate Strategic Plan objective to manage existing municipal infrastructure through the preparation of appropriate plans to ensure development, maintenance and renewal of community assets, which includes the City of Maple Ridge Operations Centre.

d) Citizen/Customer Implications:

There will be no disruption of services during the course of this construction project, and a temporary standby generator will be provided to power the City of Maple Ridge Operations Centre during cutover.

e) Business Plan/Financial Implications:

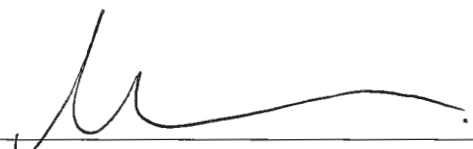
Funding is included in the 2020 Adopted Financial Plan, and has the capacity available to accommodate the \$390,500.00 required to award the contract along with a contingency of \$79,000.00.

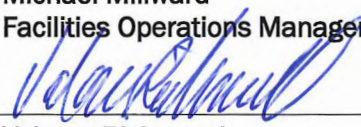
CONCLUSION:

The City of Maple Ridge Operations Centre's aging emergency generator and associated electrical components are in need of replacement. Completing this emergency generator supply and installation will provide increased capacity and a reliable and efficient source of backup emergency power for this critical site.




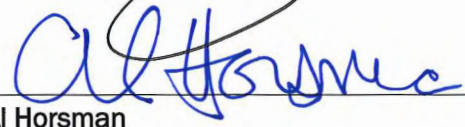
Prepared by: **Stephanie Howe**
Facilities Project Coordinator


Reviewed by: **Michael Millward**
Facilities Operations Manager


Reviewed by: **Valoree Richmond**
Director of Parks & Facilities


Reviewed by: **Trevor Thompson**
Director of Finance


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


Concurrence: **Al Horsman**
Chief Administrative Officer

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: COVID-19 Resilience Infrastructure Stream Grant Opportunity

MEETING DATE: January 19, 2021
FILE NO: 01-0640-30-2021
MEETING: CoW

EXECUTIVE SUMMARY:

On December 1, 2020, the Province of British Columbia announced a new stream of the Investing in Canada Infrastructure Program, the Covid-19 Resilience Infrastructure Stream (CVRIS). This new grant opportunity provides funding to local governments for improvements targeting active transportation and park infrastructure.

Staff has reviewed the potential projects that fit within the grant eligibility requirements and recommends a grant application be submitted in the amount of \$140,000 to fund the replacement of the Albion Park playground.

RECOMMENDATION:

That staff be directed to submit an application for grant funding for the Albion Park Playground Replacement project through the Investing in Canada Infrastructure Program – COVID-19 Resilience Infrastructure Stream.

DISCUSSION:

a) Background Context:

The Investing in Canada Infrastructure Program (British Columbia) cost shares infrastructure investments between the Government of Canada, the Province of British Columbia, local governments and other partners. The federal government will invest \$3.917 billion in B.C. infrastructure over 10 years in five key areas, one of these areas being the Covid-19 Resilience Infrastructure Stream (CVRIS). The CVRIS targets capital infrastructure projects in communities that will increase the safety and resiliency of British Columbians, as well as improve active transportation and park infrastructure. Projects proposed for grant funding must be for the public's use and benefit, must not have been tendered or started, and must be able to be completed by December 31, 2021. Only one project application may be submitted by each municipality. Eligible project costs are 100% funded by the grant although

applicants are responsible for any cost overruns or ineligible costs, such as staff overhead, land costs and costs incurred before grant approval or after December 31, 2021.

Staff have reviewed the grant requirements and determined that the Albion Park playground replacement project is an eligible and competitive project. This playground, originally installed in 1997, is in need of replacement due to its condition and the age of the components. This playground would also benefit from enhancements including accessible and inclusive play components as well as access improvements to provide play opportunities for a broader range of children. Playground replacements are typically funded through the Parks and Facilities Lifecycle Reserve.

Council's endorsement of the project is a requirement of the grant application, and upon receiving this, an application will be submitted in advance of the intake date of January 27, 2021.

b) Desired Outcome:

The desired outcome is to access available grant funding to enable the lifecycle replacement and enhancement of active recreation and inclusive play opportunities that benefit the community and local families.

c) Strategic Alignment:

The 2010 Parks, Recreation and Culture Master Plan contains a strategic objective to ensure that play facilities are available in all neighbourhoods.

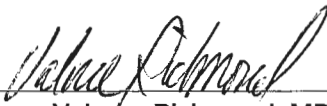
d) Business Plan/Financial Implications:

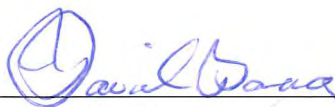
The grant funding application in the amount of \$140,000 is anticipated to cover the total replacement costs for the Albion Park playground renewal, which would otherwise be funded through the Parks & Facilities Lifecycle Reserve. The Corporate Plan includes a deliverable to manage the replacement of five playgrounds, which includes the playground at Albion Park.

CONCLUSION:

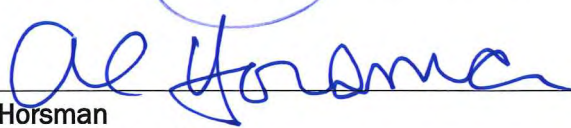
Staff have reviewed the Investing in Canada Infrastructure Program Covid-19 Resilience Infrastructure Stream grant opportunity and recommend a grant application be submitted to replace the Albion Park playground at an anticipated cost of \$140,000.


Prepared by: **Chad Neufeld, MBCSLA**
Manager of Parks Planning & Development


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



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



Concurrence: **Al Horsman**
Chief Administrative Officer

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Katie's Place Lease Renewal

MEETING DATE: January 19, 2021
FILE NO: 01-0640-30-2021
MEETING: CoW

EXECUTIVE SUMMARY:

Katie's Place Domestic Animal Response and Education Society has requested that their lease for the animal shelter site be renewed for a period of three years. The Society has met all of the obligations of their lease to date and have made a significant contribution to our community through advocacy for the provision of responsible, respectful and compassionate care of small animals within Maple Ridge.

RECOMMENDATION:

That the Katie's Place Domestic Animal Response and Education Society lease be renewed for a period of three years; and

That the Corporate Officer be authorized to execute the lease.

DISCUSSION:

a) Background Context:

Katie's Place is a not-for-profit organization that provides shelter and care for cats and it has been in operation in Maple Ridge since 2001. The shelter was originally located on private land on 240 Street and when their lease expired the Society approached the City with a request to relocate their facility to Municipal lands. This request was granted in 2006 and Katie's Place has been located at 10255 Jackson Road, adjacent to the SPCA, since that time. Katie's Place has an excellent working relationship with the SPCA.

Their facility lease was last renewed in 2017 and is now due for renewal. The proposed lease terms and conditions remain consistent with the existing 2017 lease agreement.

b) Desired Outcome:

Katie's Place provides a valuable service to the community, and its many volunteers, clients, and advocates would like to see the Society continue to operate at this location.

c) Strategic Alignment:

Provide high quality municipal services to our citizens and customers in a cost effective, efficient and timely manner.

d) Citizen/Customer Implications:

The City also has a lease agreement with the SPCA at this same Jackson Road location. Residents interested in adopting a cat benefit from the ability to visit both Katie's Place and the SPCA facilities at this one convenient location.

e) Business Plan/Financial Implications:

The Society is largely self-sufficient and does not rely on the City for assistance or resources beyond the lease for the land that their facility occupies. The attached lease terms are \$1.00 per year of the lease, and all capital and operating costs are borne by the lessee.

f) Policy Implications:

This service is consistent with and supports the partnering agreement that the City has with the SPCA at the same location.

CONCLUSION:

Katie's Place provides a valued service to the community including compassionate care and rehoming opportunities for cats in need. Staff supports the request from the Katie's Place Domestic Animal Response and Education Society to renew their lease for this small animal shelter.

Prepared by:


Valoree Richmond
Director, Parks & Facilities

Approved by:


David Boag
General Manager, Parks, Recreation & Culture

Concurrence:


Al Horsman
Chief Administrative Officer

Attachments:

(A) Katie's Place Domestic Animal Response and Education Society Lease

**KATIES PLACE DOMESTIC ANIMAL RESPONSE
AND EDUCATION SOCIETY**

LEASE

THIS INDENTURE made the ____ day of _____, 2021

BETWEEN:

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

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

KATIE'S PLACE DOMESTIC ANIMAL RESOURCE AND EDUCATION SOCIETY (S-48266) a Society duly incorporated under the laws of the Province of British Columbia, having its address at 10255 Jackson Road, Maple Ridge, BC V2W 1G5

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hereby demises and leases unto the Lessee a portion of the premises more particularly described as:

Parcel Identifier 100281, Part N ½ of NE ¼, Except Plan RP6502, P38409, BCP5542, Section 3, Township 12, New Westminster City

and for greater certainty, the demised premises shall not include any road or lane (hereinafter referred to as the "Demised Premises");

and described more fully in Schedule "A" to this agreement.

TO HAVE AND TO HOLD the Demised Premises for and during the term of three (3) years commencing on the 1st day of April, 2017, unless this lease is terminated as hereinafter provided.

YIELDING AND PAYING therefore unto the Lessor during the said term the yearly rent of One (\$1.00) Dollar, payable on the 15th day of April in each and every year during the term hereof, commencing on the 15th day of April, 2017.

THE LESSEE COVENANTS AND AGREES WITH THE LESSOR as follows:

1. To pay rent as aforesaid.
2. The Lessee will not allow the Demised Premises to be used for any other purpose other than those as listed in Schedule "B" attached hereto and those approved in writing by the Lessor from time to time. The Lessee will forward an annual report on the Lessee's activities for the previous year including an annual financial statement on a yearly basis. The City shall reserve the right to require that an independently prepared audit be completed at the City's sole discretion and expense.
3. To observe and fulfill the provisions and requirements of all statutes, Orders-in-Council, By-laws, rules and regulations, municipal, parliamentary or by other lawful authority relating to the use of the Demised Premises and without limitation thereto to comply with all applicable recommendations of the Insurers' Advisory Organization of Canada or any body having similar functions or of any liability or fire insurance company by which the Lessor or Lessee may be insured.
4. Not to assign or transfer this Lease or the term or any portion thereof or let or sublet all or any part of the Demised Premises or to part with possession of the whole or any part of the Demised Premises without the written consent of the Lessor being first had and obtained. Such consent not to be unreasonably withheld so long as the financial status of the proposed assignee or sub-lessee or other party as above and certification as an approved animal rescue agency is acceptable to the Lessor.
5. Notwithstanding any other provisions of this Lease, to indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions growing out of:
 - (a) any breach, violation or non-performance of any covenant, condition, or agreement in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed;
 - (b) any damage to property occasioned by the Lessee's use and occupation of the Demised Premises;
 - (c) any injury to person or persons, including death, resulting at any time therefrom, occurring on the Demised Premises.
6. That if the Lessor shall suffer or incur any damage, loss or expense or be obliged to make any payment for which the Lessee is liable hereunder by reason of any failure of the Lessee to observe and comply with all of the covenants of the Lessee herein contained then the Lessor shall have the right to add the cost or amount of such damage, loss, expense or payment to the rent hereby reserved and any such amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recovery of rent in arrears.
7. The Lessee is fully familiar with and assumes sole responsibility for the physical condition of the demised premises and the buildings, improvements, fixtures and

equipment thereon. The Lessor has made no representation of any nature in connection therewith and shall not be liable for any latent or patent defects therein.

8. The Lessee waives and renounces the benefit of any present or future statute or any amendments thereto taking away or limiting the Lessor's right of distress and agrees with the Lessor, that notwithstanding any such enactment, all goods and chattels of the Lessee from time to time on the Demised Premises shall be subject to distress for arrears of rent.
9. The Lessee shall not carry on or permit to be carried on any activity on the Demised Premises which shall constitute a nuisance to the users of other property at or near the Demised Premises and shall indemnify the Lessor from any claims against the Lessor arising from the use and occupation of the Demised Premises by the Lessee.
10. Proviso for re-entry by the Lessor on non-performance of covenants.
11. The Lessee does hereby indemnify and save the Lessor harmless from and against claims which might arise pursuant to the Builders Lien Act of British Columbia as it may from time to time be amended in respect of any materials or services supplied in respect of the Demised Premises at the Lessee's request and the Lessee shall forthwith remove any builders liens placed against the Demised Premises.
12. To pay or cause to be paid all taxes, rates and assessments now or hereafter levied, rated or assessed against the Demised Premises including without limiting the generality of the foregoing, sewer, taxes and other charges, and any federal taxes.

THE LESSOR COVENANTS AND AGREES WITH THE LESSEE as follows:

13. For quiet enjoyment.

MAINTENANCE

14. The Lessee agrees to take good and reasonable care of the Demised Premises and of the buildings, improvements, fixtures and equipment now or hereafter located thereon and of every part thereof and at the Lessee's sole cost and expense to manage, operate and maintain and keep the same in good order, repair and condition throughout the interior and exterior of the building, and to promptly make all required and necessary repairs thereto, including all windows, fixtures, machinery, facilities, equipment and appurtenances belonging to the Demised Premises, reasonable wear and tear excepted.
15. The Lessee covenants with the Lessor to keep the premises thereto free of ice and snow and shall provide receptacles for rubbish of all kinds and will attend to the removal of the same from the premises or enter a mutually agreement with the SPCA Manager to arrange for suitable disposal of any rubbish that Katie's place is responsible for.
16. The Lessee agrees that the Lessor and its agents may at all reasonable times enter the Demised Premises to view the state of repair and the Lessee shall within thirty days after receipt of written notice thereof, commence and diligently proceed to make such repairs and replacements as the Lessor may reasonably require; and in the event

of the Lessee's failure or neglect so to do within the time herein specified, the Lessor and its agents may enter the Demised Premises and at the Lessee's expense perform and carry out all such repairs or replacements and the Lessor in so doing shall not be liable for any inconvenience, disturbance, loss of business or other damage resulting therefrom.

17. The Lessee shall maintain the building and grounds located on the demised premises to a level of service equivalent to other Municipal buildings and grounds.
18. The Lessee shall pay all costs for utilities (electricity, gas, telephone, etc.) provided to the Lessee's building.

INSURANCE

19. The Lessee shall maintain general public liability insurance in such amounts as the Lessor may from time to time reasonably require and shall name the City of Maple Ridge as additional named insured on the policy.
20. The Lessee shall insure and keep insured to their full insurable value, during the said term, all buildings, structures, fixtures and equipment on the Demised Premises against loss or damage by fire and against loss by such other insurable hazards as it may from time to time reasonably require. Should the said buildings or structures be lost or damaged due to an insurable hazard, the Lessee will, upon receipt of the insurance proceeds, repair such damage in a timely manner in order that the use of the demised premises as noted in Schedule "A" may be recommenced as soon as possible.
21. All insurance required to be maintained by the Lessee hereunder shall be on terms and with insurers to which the Lessor has no reasonable objection and shall provide that such insurers shall provide to the Lessor thirty (30) days prior written notice of cancellation of material alteration of such terms. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee shall fail to take out, renew and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall repay to the Lessor any amounts paid by the Lessor as premiums forthwith upon demand.

BUILDING

22. Alterations may be made to the property with the permission in writing of the Lessor for normal repair and maintenance occasioned by ordinary wear and tear providing that such permission shall not be unreasonably withheld.
23. In the event that the Lessee should vacate the Demised Premises, no longer be a Society in good-standing as defined in the Societies Act, fail to meet its obligations under this lease and be deemed to have breached the lease or, for any reason, no longer be able to use the building, the Lessee may be required by the Lessor to remove the building at the Lessee's sole expense noting that the lessee shall have the right to remove the building even if the Landlord does not require it to be removed, should the lessee wish to do so. Such removal shall be undertaken at the Lessee's sole expense

with due care being paid to returning the site to the same or an improved condition to that which was the case when the premises were first leased to the Lessee.

HOLDOVER

24. If at the expiration of the Lease:

- (a) the Lessee shall hold over for any reason, and;
- (b) if the Lessor accepts rent;

the tenancy of the Lessee thereafter shall be from month to month only and shall be subject to all the terms and conditions of this Lease, except as to duration, in the absence of written agreement between the Lessor and the Lessee to the contrary.

ARBITRATION

25. In the event of a dispute arising under this Lease the provisions of the Commercial Arbitration Act, S.B.C. 1986, c.3 as it is amended from time to time shall apply with the Lessor and the Lessee bearing the costs of the arbitration in equal shares.

SURRENDER

- 26. The Lessee, at the expiration or sooner determination of this Lease will peaceably surrender and give up possession of the Demised Premises without notice from the Lessor. Upon the surrender of the Demised Premises the Lessee shall return the Demised Premises to the Lessor inclusive of all improvements and facilities provided by the Lessor.
- 27. The Lessor shall have the right at its sole discretion to move the building to another location within the City of Maple Ridge for the unexpired remainder of the term and/or renewal terms providing that such a move shall be at the Lessor's expense, and providing that six (6) months notice of said requirement to move shall be given to the Lessee by the Lessor.

THE LESSOR AND THE LESSEE COVENANT and agree one with the other that:

- 28. Failure of the Lessee to:
 - a. maintain standing as an approved rescue group with the Society for the Prevention of Cruelty to Animals (so long as the S.P.C.A. continues to provide such approvals and providing that the S.P.C.A. shall act reasonably in providing or removing such approval),
 - b. maintain its status as a non-profit registered society in good standing in accordance with law as of British Columbia
 - c. carry out the activities listed in Schedule "B" attached hereto, as amended by mutual agreement from time to time,
 - d. act in accordance with the Prevention of Cruelty to Animals Act or
 - e. meet the other obligations of this lease agreementshall constitute a breach of this lease and may result in termination of the agreement and the Lessee's right to occupy the "Demised Premises".

29. The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.
30. This Lease and everything herein contained, shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.
31. Any additional covenants, conditions or agreements set forth in writing and attached hereto whether at the commencement of the said term or at any subsequent time and signed or initialed by the parties hereto shall be read and construed together with and as part of this Lease, provided always that when the same shall be at variance with any printed clause of this Lease, such additional covenants, conditions and agreements shall be deemed to supersede such printed clause.
32. Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiency given if served personally upon an officer of the party for whom it is intended or mailed by prepaid registered post and in the case of the Lessor addressed to:

City of Maple Ridge
11995 Haney Place
Maple Ridge, B.C. V2X 6A9

and in the case of the Lessee, addressed to:

Katie's Place Domestic Animal Resource and Education Society
10255 Jackson Road
Maple Ridge, BC V2W 1G5

The date of the receipt of any such notice shall be deemed conclusively to be the day of service if such notice is served personally, or if mailed, forty-eight (48) hours after such mailing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first before written.

Witness Signature

Execution Date (y/m/d)

Party(ies) Signature(s)

KATIE'S PLACE DOMESTIC
ANIMAL RESOURCE AND
EDUCATION SOCIETY
by its authorized signatories:

Name:

Name:

CITY OF MAPLE RIDGE by its
authorized signatories:

Corporate Officer:

SCHEDULE A

This schedule outlines the specific location of the building on the property.

BRITISH COLUMBIA LAND SURVEYOR'S CERTIFICATE OF LOCATION
COVERING LOT 2, SECTION 3, TOWNSHIP 12,
NEW WESTMINSTER DISTRICT, PLAN 38409.

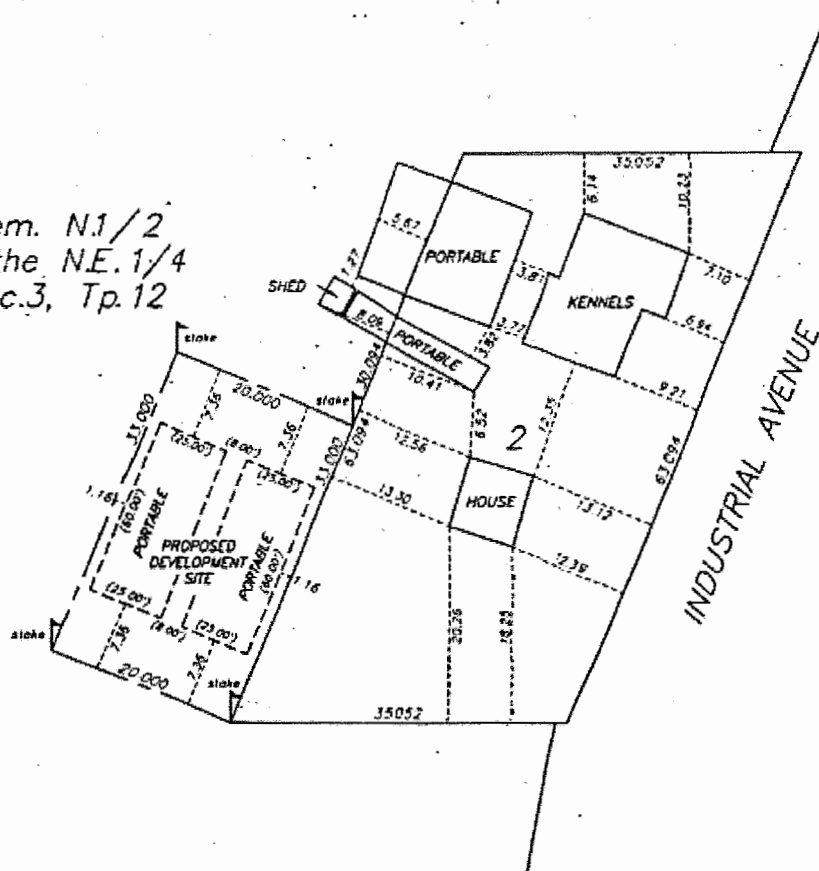
SCALE: 1:500



All distances are in metres



Rem. N.1/2
of the NE.1/4
Sec.3, Tp.12



SCHEDULE B

This schedule outlines the purposes that the demised premises shall be used for by the Katie's Place Domestic Animal Resource and Education Society.

The following is a list of the purposes and uses for the demised premises:

1. Small animal rescue accepting from the general public and caring for cats and other small animals (rabbits, hamsters, guinea pigs). It is understood the definition of small animals does not include dogs.
2. Providing public education related to appropriate animal care and responsible pet ownership.
3. To establish and operate a no-kill animal shelter and foster program for the reception and care of animals, an in particular, sick, injured or unwanted animals (with euthanasia being performed only in cases where a satisfactory quality of life for the animal is unattainable).
4. To educate the public in the humane, responsible and respectful treatment of animals.
5. To provide information and access to low cost spay and neuter programs within the community.
6. To seek out appropriate and responsible homes for animals through active and creative adoption programs;
7. To provide permanent sanctuary or foster care for animals, particularly those which have physical, behavioral or emotional disabilities.
8. To solicit, receive and acquire donations, gifts, devises and bequests and carry on fund raising campaigns for the purposes of the Society; to invest and re-invest any principal in such manner as may from time to time be determined; and to disburse and distribute such money and property of every kind in the furtherance of the purpose of the Society.
9. To operate in accordance with the Protocol letter agreement between Katie's Place Domestic Animal Resource and Education Society and the Society for the Prevention of Cruelty to Animals dated February 20, 2012 and attached to this lease as Schedule "C".

SCHEDULE C

Protocol Agreement between Katie's Place Domestic Animal Resource and Education Society and the Society for the Prevention of Cruelty to Animals

The following terms shall apply:

- 1) The Katie's Place building will be occupying a site adjacent to the City of Maple Ridge Animal Shelter on Jackson Road. The specific site must be approved by the City. Such approval will be subject to consultation with the designated representative of the SPCA.
- 2) A lease will be entered into for use of the lands by Katie's Place. The lease will require that Katie's Place Domestic Animal Resource and Education Society cover all costs of the construction, servicing, maintenance, utilities and operation of the building. There shall be no cost to the SPCA or to the City as a result of this agreement.
- 3) While Katie's Place and the SPCA will continue to work with each other it is understood that the two groups are entirely independent Societies and each agrees to respect the other's policies, providing it is understood that it is a material provision of the lease that Katie's Place must maintain its status as an SPCA approved animal rescue agency (so long as the S.P.C.A. continues to provide such approvals and providing that the S.P.C.A. shall act reasonably in providing or removing such approval),
- 4) It is understood that Katie's Place will accept cats and other small animals (rabbits, hamsters, guinea pigs, etc.) from the general public. Katie's Place will also accept animals directly from the SPCA or referred to them by the SPCA.
- 5) As at present Katie's Place may refer the general public to the SPCA where it is felt that their services may be more appropriate to meet the needs of the animal.
- 6) Katie's Place will provide signage on their structure advising of their operating hours and clarifying that the Society is operating entirely independently from the SPCA. It is understood Katie's Place hours are limited and will not be the same as the operating hours for the City's Animal Shelter (operated by the SPCA).
- 7) Neither agency will have access to the other agency's buildings except to the extent that members of the general public are permitted to visit the facilities during the hours open to the general public.
- 8) Katie's Place will clarify with SPCA staff what procedures can be taken during Katie's Place non operational hours with respect to referrals and other public enquiries about Katie's Place (ie: providing information pamphlets). Such procedures shall be entirely voluntary and mutually agreed upon.
- 9) SPCA staff will not be expected to deal with the surrender, adoption or care of the animals housed in the Katie's Place shelter. Nor will Katie's place volunteers be expected deal with the surrender, adoption or care of animals housed in the SPCA animal shelter. As at present in the event that someone tries to surrender a cat or other small animal to the SPCA that is intended for Katie's Place at a time when Katie's Place is closed to the

public every reasonable effort will be made by SPCA staff to contact Katie's Place and hold the cat or other small animal temporarily.

- 10) Katie's Place will continue with the following animal health protocols:
 - a. All incoming cats are tested for the FIV and FeLv virus. If they test positive they are kept in a separate communal pen with other cats that have tested positive. Items such as scoopers, dishes, etc. used in that pen are not transferred to other pens. Hand Sanitizing liquid is provided outside the pen and everyone is required to wash between pens.
 - b. Cats that come to Katie's Place unaltered are vaccinated at the time of their surgery.
 - c. Most other cats are given short term vaccines provided by a vet unless Katie's Place is informed as to the vaccine history.
 - d. All cats go to the veterinarian for a basic check up shortly after arrival and medical issues are attended to at that time
 - e. All cats are initially housed individually and monitored prior to release into the communal pens.
 - f. Individual cages are used for cats that are ill (as determined by a veterinarian).
 - g. Dishes, scoopers, floors, etc. are washed and bleached on a regular basis.
 - h. In addition to the above Katie's Place application for status as an approved rescue group identifies its health protocols in greater depth. These will continue to be utilized.
- 11) Katie's Place is staffed by volunteers and as a result there shall be no union involved in the Katie's Place operation.
- 12) Katie's Place will maintain liability Insurance in the amount of \$2M and will arrange for both the City and the SPCA to be named as insured parties on the Katie's Place policy.
- 13) There will be no resident caretaker housed at Katie's Place. Security will involve locking the facility and alarming the building as and when required.
- 14) In accordance with the lease agreement Katie's Place will cover all costs of utilities and telephones for the Katie's Place shelter. This shall include the cost of both installation and ongoing service.

Magda Szulc, for Katie's Place Domestic Animal Resource and Education Society.

Date

Bob Busch, for the Society for the Prevention of Cruelty to Animals.

Date



mapleridge.ca

CITY OF MAPLE RIDGE

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Thornhill Community Association Hall Lease Renewal

MEETING DATE: January 19, 2021
FILE NO: 01-0640-30-2021
MEETING: CoW

EXECUTIVE SUMMARY:

The Thornhill Community Association has requested that their lease for the Thornhill Community Hall be renewed for a period of three years. This Community Association's volunteer contribution to the community over several decades, through the provision of the community hall for family events and modest gatherings, is a notable achievement that enables this valuable community asset to continue to be a treasured venue for local residents and the broader community.

RECOMMENDATION:

That the Thornhill Community Association lease for the Thornhill Community Hall be renewed for a period of three years; and

That the Corporate Officer be authorized to execute the lease.

DISCUSSION:

a) Background Context:

The Thornhill Community Association has been operating the Thornhill Community Hall, located at 26007 - 98 Avenue, since the 1960s. The hall is owned and operated by the Community Association and is typically used for weddings, community celebrations, private functions and neighbourhood activities. The hall has a capacity of about 120 people and is operated by a group of dedicated volunteers who take care of the building and coordinate the bookings and cleaning of the facility.

The most recent lease agreement was executed in 2017, and has now expired. A new lease agreement is required to enable the Community Association to continue their service. The draft lease, as attached, has been revised to include a termination clause and otherwise remains consistent with the 2017 expired lease agreement.

b) Desired Outcome:

That the lease be renewed so that the Community Association can continue to provide community access to this valuable resource.

c) Strategic Alignment:

Provide high quality municipal services to our citizens and customers in a cost effective, efficient and timely manner.

1174

d) Citizen/Customer Implications:

The Thornhill Community Hall has become part of the fabric of the community through the many events and gatherings it has hosted over the past 50 plus years. The Hall is particularly valued by Thornhill and Whonnock area residents, although it is used and enjoyed by patrons throughout the community. The dedication of the volunteers who provide this venue demonstrates the pride this neighbourhood has for the hall.

e) Interdepartmental Implications:

This rural facility utilizes a well water system and water sampling is coordinated by Parks and Engineering staff.

f) Business Plan/Financial Implications:

The Lease for the Thornhill Community Hall is for the land only, as the hall is owned and maintained by the Community Association at no cost to the City. The City is responsible to monitor and maintain the quality of the well water supply for public consumption.

g) Policy Implications:

The 2010 Parks, Recreation and Culture Master Plan describes local halls as important assets to the community. The Master Plan encourages the City to work with community associations to assist them with the development of infrastructure planning to maintain these neighbourhood assets.

h) Alternatives:

The alternative would be to respectfully deny the request to renew the lease; however this is not recommended as alternatives to continue to operate the facility would likely not be cost effective and would also require consent of the Community Association as the building is owned by the Association. Losing the ability to use the Hall would be a significant loss to the community both in terms of the venue itself and for its place in the community's tradition.

CONCLUSION:

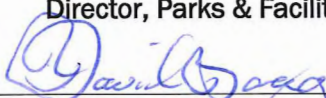
Staff is recommending that this lease be renewed as requested by the Thornhill Community Association to enable this valued facility to continue to be available to the community.

Prepared by:



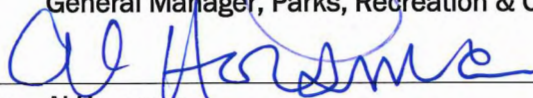
Valoree Richmond
Director, Parks & Facilities

Approved by:



David Boag
General Manager, Parks, Recreation & Culture

Concurrence:



Al Horsman
Chief Administrative Officer

Attachment: Thornhill Community Association Draft Lease

THE THORNHILL COMMUNITY ASSOCIATION

LEASE

THIS INDENTURE made the ____ day of _____, 2021.

BETWEEN:

City of Maple Ridge, having its offices at 11995 Haney Place, Maple Ridge,
B.C. V2X 6A9

(hereinafter called the "Lessor")

OF THE FIRST PART

AND

THE THORNHILL COMMUNITY ASSOCIATION, a Society registered under the laws of the Province of British Columbia and having its registered office c/o 26007 - 98th Avenue, and a mailing address of 9730 Spilsbury Street, Maple Ridge, British Columbia V2W 1K7, in the City of Maple Ridge in the Province of British Columbia.

(thereinafter called the "Lessee")

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hereby demises and leases unto the Lessee the building (hereinafter called "Premises") shown outlined in heavy black line and marked "Community Hall" on the Plan attached as Schedule A hereto which Premises are situate upon the lands situate in the Municipality of Maple Ridge, Province of B.C., and being more particularly described hereunder:

Lot 11, except south 33 feet, Section 1, Township 12, Plan 5198, New Westminster District.

(hereinafter referred to as the "Land")

the Lessor hereby grants to the Lessee and its employees, agents, invitees and licensees during the term hereof as outlined and hatched in black on the plan attached hereto Schedule A (hereinafter called the "Easement Area") both by day and by night or without vehicles.

TO HAVE AND TO HOLD the Premises for and during the term of three (3) years, (hereinafter called the "term") commencing on the ____ day of _____ 2021 subject to the conditions contained herein.

TO USE the Premises for the purpose of maintaining a building situated thereon, more commonly referred to as "The Thornhill Community Hall".

YEILDING AND PAYING, therefore, unto the Lessor during the said term of the annual rental of one dollar (\$1.00), payable on the 15th day of April in each and every year during the term hereof and whether demanded or not.

THE LESSEE COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:

1. To pay rental of \$1.00 per year.
2. To pay all taxes, unless waived on an annual basis through the Landlord's Council's directive, and all utility bills, including Municipal water and sewage rates. For the purposes of this cause, "taxes" means all property, school, machinery, goods and services charges and taxes levied and assessed in respect of the Premises or rental and additional payable hereunder and any improvements thereon from time to time together with any rates, charges and taxes levied or assessed in lieu thereof.
3. To comply with all local Municipal, Provincial and Federal health, safety, environmental, fire, zoning, building laws, by-laws, statutes, rules and regulations and other requirements authorized by law in respect of the premise and the Easement Area and maintain the same to all Municipal standards and to a level of cleanliness which is acceptable to the Provincial Ministry of Health Inspectors.
4. To pay every licence fee in respect of any and every business carried on at the premises by the Lessee (or by any and every of its sub-lessees) whether such licence fees are charged by the Municipal Government or other body.
5. To maintain the Premises, building walks and other appurtenances in, on, or about the same in a clean and tidy condition and in a safe state of repair and at least in the same state of repair as the same were in at the commencement of the term hereof;
6. Not to assign or transfer or mortgage this Lease or the term of any portion thereof or let or sublet all or any part of the Premises or to part with possession of the whole or any part of the Premises without the written consent of the Lessor first had and obtained. This paragraph shall not be construed as preventing the Lessee from renting out all or part of the Premises from time to time, for periods of time not exceeding seven (7) consecutive days.
7. To save the Lessor harmless from all liabilities, costs, fines, suits, claims, and actions of any kind relating to the Premises and the Easement Area, or any action of any kind lodged against the Lessee or its employees or agents, invitees or licences.
8. To keep the Premises insured at all times throughout the term in the joint names of the Lessee and the Lessor with liability insurance and property damage, (and such other insurance as may be reasonably requested the by the Lessor) with an Insurance Company and in an amount both acceptable to the Lessor. To deposit with the Lessor all policies or certificates showing proof of insurance and receipts or other satisfactory evidence as to payment of such insurance and renewal premiums shall be forwarded to the Lessor.

The property damage shall be covered by a Commercial All-Risk Insurance Policy to the replacement value of the Premises and shall contain a waiver of subrogation in favour of the Lessor and shall provide that loss shall be payable to the Lessee. The Liability

Insurance shall be comprehensive general liability insurance on an occurrence basis in respect of the use and occupation of the Premises and the Easement Area in an amount of not less than \$5,000,000.00 (Five Million dollars) and shall contain a cross-liability clause and severability of interest clause to the satisfaction of the Lessor.

Should the said buildings or structures be lost or damaged due to an insurable hazard, the Lessee will, upon receipt of the insurance proceeds, repair such damage in a timely manner in order that the use of the demised premises as a community hall may be recommenced as soon as possible.

If the Premises contain any equipment or boilers or machinery, the Lessee shall maintain Broad Form Boiler and Pressure Machinery insurance which shall name the Lessor as an additional insured and loss payee and shall contain a waiver of subrogation clause in favour of the Lessor.

9. Not to make or erect any additions to or make any structural alterations to the Premises without having requested and obtained the Lessor's prior written approval.
10. That if the Lessor shall suffer or incur any damage, loss or expense or be obliged to make any payment for which the Lessee is liable hereunder by reason of any failure of the Lessee to observe and comply with all of the covenants of the Lessee herein contained then the Lessor shall have the right to add the cost or amount of such damage, loss, expense or payment to the rent hereby reserved and any such amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recover of rent in arrears.
11. The Lessee covenants that it will not suffer or permit any Liens to be registered against the Premises or the Easement Area should any such lien be so registered, the Lessee shall pay off and discharge the same forthwith, and should the Lessee fail or neglect so to do within thirty (30) days after written notice thereof from the Lessor, the Lessor shall be at liberty to pay and discharge such lien and may add to the next ensuing instalment of rent, the amount so paid including costs together with interest thereon from the date of payment which shall thereupon become due and payable as rent hereunder; PROVIDED that in the event of a bona fide dispute by the Lessee of the validity or correctness of any such claims for lien, the Lessee shall be entitled to defend against same in any proceedings brought in respect thereof, after first paying into Court the amount claimed, and such costs as the Court may direct, or may provide such other security as the Lessor may in writing approve to ensure payment thereof; PROVIDED FURTHER, that upon determination of the validity of any such lien, the Lessee shall immediately pay any judgement in respect thereof rendered against the Lessee or the Lessor, including all proper costs and charges incurred by the Lessor and the Lessee in connection with any such lien, and shall cause a discharge thereof to be registered without cost or expense to the Lessor, following which or in the event that any such lien is held to be invalid, any security as aforesaid held by the Lessor shall be returned to the Lessee and the Lessor shall be returned to the Lessee and the Lessee shall be entitled to repayment of any monies paid into Court. The Lessor shall have the right to post notice on the Premises pursuant the Builders Lien Act.
12. That a member of the staff of the Maple Ridge Parks and Recreation Department shall serve as liaison of the Lessor to the Lessee.

THE LESSOR AND THE LESSEE FURTHER COVENANT AND AGREE AS FOLLOWS:

13. The Lessor covenants with the Lessee for quiet enjoyment of the Premises.
14. It is hereby acknowledged that the Lessee is and remains the owner of the Premises known as the "Thornhill Community Hall" and that at the expiration or earlier of the said lease the Lessee has the right to and shall at the request of the Lessor remove the said building and any other improvements and all parts thereof situate on the Premises and leave the surface of the Premises in a neat and tidy condition and free of all debris.
15. Should the Lessee fail to observe or carry out any of the terms of the lease, the Lessor may serve notice in writing of such default on the Lessee, and if the Lessee fails to comply or make restitution within 30 days of such notice then the Lessor may re-enter and take possession of the Premises.
16. It is expressly agreed that any failure of the Lessor to insist in any one or more causes upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee or any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.
17. If at the expiration of the Lease,
 - (a) The Lessee shall hold over for any reason, and
 - (b) If the Lessor accepts rent, the tenancy of the Lessee thereafter shall be from month to month only and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of written agreement between the Lessor and the Lessee to the contrary.
18. Either party may provide notice of termination in writing to the other part, such notice to be effective from the first of the month and to be a minimum of 30 days in length.
19. Any notice or demand by one party upon the other shall be deemed sufficient if given in writing and forwarded by registered mail addressed to the other part at the address set out in this lease and if to the Lessor to the attention of The Administrator with a copy to the General Manager, Community Development, Parks and Recreation Services. The date of the receipt of such notice shall be deemed conclusively to be the day of service if such notice is served personally, or if mailed, after such mailing on the fourth business day.
20. The Lessee and the Lessor agree that it is the intent of each that the Premises situated on the demised land be occupied and used as a community hall during the term of the lease. This contract shall continue on a month to month basis with all terms and conditions attached, until both parties enter a new agreement or until written notice or cancellation has been submitted and appropriate notice has been lapsed.
21. This indenture and everything herein contained, shall ensure to the benefit of and be binding upon the parties therein, and their respective successor and permitted assigns

and all works in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.

22. The Lessee agrees that the Lessor shall not be required to deliver this Lease in registerable form.
23. Time shall be of the essence of this Lease.
24. The Lease constitutes the entire agreement between the Lessor and the Lessee and may not be modified except by the subsequent agreement in writing duly signed by the Lessor and the Lessee.
25. The Lessee acknowledges and agrees that it is intended that this Lease shall be a completely carefree net lease for the Lessor and that the Lessor shall not be responsible during the term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises, and the Lessee shall pay all charges, impositions and costs of every nature and kind relating to the Premises whether or not referred to herein and whether or not within the contemplation of the Lessor and the Lessee and the Lessee covenants with the Lessor accordingly.
26. The Lessee and the Lessor agree that it shall be the responsibility of the Lessor to conduct water sampling, water well maintenance and repairs to the well head and filtration system and that access to this equipment shall be provided to the Lessor at all times necessary to ensure the integrity of the drinking water system.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first above written.

WITNESSED and **SIGNED**, in the presence of:

THE THORNHILL COMMUNITY ASSOCIATION

Authorized Signature: _____

Witness: _____

Authorized Signature: _____

WITNESSED and **SIGNED**, in the presence of:

CITY OF MAPLE RIDGE

Authorized Signature: _____
Corporate Officer

Witness: _____

