

City of Maple Ridge

**COMMITTEE OF THE WHOLE
AGENDA
February 5, 2019
1:30 p.m.
Council Chamber**

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.

Chair: Acting Mayor

1. **CALL TO ORDER**
2. **ADOPTION AND RECEIPT OF MINUTES**
 - 2.1 Minutes of the Committee of the Whole Meeting of January 22, 2019
3. **DELEGATIONS/STAFF PRESENTATIONS – (10 minutes each)**
4. **PUBLIC WORKS AND DEVELOPMENT SERVICES**

Note: Owners and/or Agents of Development Applications may be permitted to speak to their applications with a time limit of 10 minutes.

Note: The following items have been numbered to correspond with the Council Agenda:

1101 2018-325-RZ, 12581 243 Street, RS-3 to RS-2

Staff report dated February 5, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7495-2018 to rezone from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) to permit future subdivision into two lots be given first reading and that the applicant provide further information as described on Schedules B and E of the Development Procedures Bylaw No. 5879-1999 along with the information required for a Subdivision application.

1102 2018-249-RZ, 25180 108 Avenue, A-2 & RS-3 to A-1 & RS-2

Staff report dated February 5, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7517-2018 to rezone from A-2 (Upland Agricultural) and RS-3 (One Family Rural Residential) to A-1 (Small Holding Agricultural) and RS-2 (One Family Suburban Residential) be given first reading and that the applicant provide further information as described on Schedules A, B, F, G & J of the Development Procedures Bylaw No. 5879-1999 along with the information required for a Subdivision application.

1103 2014-040-RZ, 24138 Lougheed Highway, RS-3 to RS-2

Staff report dated February 5, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7221-2016 to rezone from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) not be given first reading or to proceed with a re-designation back to Suburban Residential to accommodate the proposed zone.

1104 2017-184-RZ, 23585 128 Avenue

Staff report dated February 5, 2019 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7530-2019 to re-designate a portion of the subject property to Conservation for the riparian setback area of Dogwood Creek be given first and second readings and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7392-2017 to allow a text amendment to the RS-2 (One Family Suburban Residential) zone with density provisions to create a 5 lot subdivision be given second reading and be forwarded to Public Hearing.

1105 2019-004-DVP, 12705 235 Street

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to sign and seal 2019-004-DVP respecting property located at 12705 235 Street.

1106 2016-176-DVP, 23710 133 Avenue

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to sign and seal 2016-176-DVP respecting property located at 23710 133 Avenue.

1107 2016-176-DP, 23710 133 Avenue

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to sign and seal 2016-176-DP respecting property located at 23710 133 Avenue.

1108 Ministry of Transportation and Infrastructure Project 12452-0002 Highway 7 Corridor Improvements – Haney Bypass Intersection Improvements Project: Contribution Agreement Approval

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to execute the Contribution Agreement titled: Project 12452-0002 Highway 7 Corridor Improvements – Haney Bypass Intersection Improvements Project for the value of \$3,500,000.00 including project contingency.

1109 Contract ITT-EN18-37: Downtown Enhancement – Lougheed Highway (224 Street to 226 Street) – Update

Staff report dated February 5, 2019 recommending that the BA Blacktop Ltd. contract for ITT-EN18-37: Downtown Enhancements – Lougheed Highway (224 Street to 226 Street) be increased by \$350,000.00 to address the additional roadworks and that the funds be allocated from TransLink Major Road Network (MRN), Operation, Maintenance and Rehabilitation (OMR) funding.

5. CORPORATE SERVICES

1131 Economic Development Committee Amending Bylaw

Staff report dated February 5, 2019 recommending that Maple Ridge Economic Development Committee Amending Bylaw No. 7531-2019 be given first, second and third readings.

6. PARKS, RECREATION & CULTURE

1151 Emerald Pig Theatrical Society License to Occupy Agreement

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to execute the Licence-to-Occupy Agreement with the Emerald Pig Theatrical Society for a five-year term.

1152 Maple Ridge Lapidary Club Lease Agreement

Staff report dated February 5, 2019 recommending that the Corporate Officer be authorized to execute a Lease Agreement with the Maple Ridge Lapidary Club for a five-year term.

1153 South Albion Neighbourhood Park Contribution

Staff report dated February 5, 2019 recommending that the City of Maple Ridge's funding contribution of \$578,000 for the South Albion area neighbourhood park amenities be released to School District No. 42 towards the construction of a playground, sports court, pathways and sports field at 24093 - 104 Avenue.

7. *ADMINISTRATION (including Fire and Police)*

8. *OTHER COMMITTEE ISSUES*

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.

Each person will be permitted 2 minutes to speak or ask questions (a second opportunity is permitted if no one else is sitting in the chairs in front of the podium). Questions must be directed to the Chair of the meeting and not to the individual members of Council. The total time for this Forum is limited to 15 minutes.

If a question cannot be answered, the speaker will be advised when and how a response will be given.

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

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

For more information on these opportunities contact:

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

2.0 Minutes

2.0

City of Maple Ridge

COMMITTEE OF THE WHOLE MEETING

MINUTES

January 22, 2019
1:31 p.m.
Council Chamber

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

P. Gill, Chief Administrative Officer
K. Swift, General Manager Parks, Recreation & Culture
F. Quinn, General Manager Public Works and Development Services
L. Benson, Director of Corporate Administration
T. Thompson, Chief Financial Officer
C. Goddard, Manager of Development and Environmental Services

Other Staff as Required

B. Elliott, Manager of Community Planning
C. Chan, Planner 1
D. Hall, Planner 2
A. Kopystynski, Planner 2

1. CALL TO ORDER

Acting Mayor Gordy Robson called the meeting to order at 1:31 pm. The Corporate Officer advised on the procedural rules for the meeting.

2. ADOPTION AND RECEIPT OF MINUTES

2.1 Minutes of the Committee of the Whole Meeting of December 4, 2018

It was moved and seconded

That the minutes of the December 4, 2018 Committee of the Whole Meeting be adopted.

CARRIED

3. *DELEGATIONS/STAFF PRESENTATIONS*

3.1 **Community Benefits of Direct Fibre Optics**

- Ron Ramsey, Riding Representative, Canadians for Safe Technology

Ron Ramsey and Ted Archibald, representing Canadians for Safe Technology (C4ST) gave a Power Point presentation providing the following:

- the group's purpose is to advocate for biologically-based safety standards for wireless technologies
- the core issues with "Wireless" and "5G" technologies
- Electrohypersensitivity (EHS): a medical condition which is anticipated to worsen with new 5G technology
- the air around us is "leased" to telecom companies
- the medical affects of electrohypersensitivity and other health affects of those living in proximities closer than 500 meters to cell towers
- the benefits/downsides of direct FTTP technology of fibre/5G wireless
- C4ST's largest concern is with the antiquated Safety Code 6, a 35 year old regulation, which ignores the current health issues noted with wireless technologies
- fully support fibre optics via direct FTTP and oppose Fibre/5G
- C4ST requested that Council form a task force to examine viability of direct FTTP fibre to premises, to adopt precautionary principles, and consider a meeting with Dr. Anthony Miller to better understand the issue

4. *PUBLIC WORKS AND DEVELOPMENT SERVICES*

Note: The following items have been numbered to correspond with the Council Agenda:

1101 **2018-489-RZ, 20278 and 20292 Patterson Avenue, RS-1 to RM-2**

Staff report dated January 22, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7523-2018 to rezone from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit a four storey apartment building with approximately 82 units 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.

C. Chan, Planner 1, gave a Power Point presentation providing the following information:

- Application Information

- Subject Map
- Official Community Plan Context and Hammond Area Plan (2017)
- Neighbourhood Plan Context and Transportation Plan
- Site Characteristics
- Development Proposal and medium density multi-family designation of the Hammond Area Plan
- Proposed Site Plan
- Staff recommendation and that the applicant provide further information as described on Schedules C, D and E of the Development Procedures Bylaw No. 5879-1999

Questions from Council included:

- the notification process to residents
- the timeframe for the TransLink B-Line and the Lougheed Corridor Transit Study
- the design covenant previously on the property
- affordable housing component

It was moved and seconded

That the staff report dated January 22, 2019 titled "First Reading Zone Amending Bylaw No. 7523-2018, 20278 and 20292 Patterson Avenue" be forward to the Council meeting of January 29, 2019.

CARRIED

1102 2019-001-RZ, 24440 128 Avenue, RS-3 to RS-2

Staff report dated January 22, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7528-2019 to rezone from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) to permit a future subdivision of 6 lots be given first reading and that the applicant provide further information as described on Schedules A, B and F of the Development Procedures Bylaw No. 5879-1999 along with the information required for a Subdivision application.

D. Hall, Planner 2, gave a Power Point presentation providing the following information:

- Application Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Plan Context
- Site Characteristics
- Development Proposal from RS3 to RS2
- Proposed Site Plan

- Terms and Conditions

It was moved and seconded

That the staff report dated January 22, 2019 titled "First Reading, Zone Amending Bylaw No. 7528-2019, 2440 128 Avenue" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1103 2018-335-RZ, 12010 232 Street and 23223 Dewdney Trunk Road, C-1, RS-1 to C-2

Staff report dated January 22, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7501-2018 to rezone from C-1 (Neighbourhood Commercial) and RS-1 (One Family Urban Residential) to C-2 (Community Commercial) to permit a mixed use commercial development approximately 742m² in size be given first reading and that the applicant provide further information as described on Schedules A, C, D, E, F and G of the Development Procedures Bylaw No. 5879-1999, along with the information required for a Subdivision application.

C. Goddard, Manager of Development and Environmental Services, gave a Power Point presentation providing the following information:

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

It was moved and seconded

That the staff report dated January 22, 2019 titled "First Reading, Zone Amending Bylaw No. 7501-2018, 12010 232 Street and 23223 Dewdney Trunk Road" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1104 2018-217-RZ, 11070 Lockwood Street, 24984, 25024 and 25038 112 Avenue, RS-3 to RS-1b

Staff report dated January 22, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7519-2018 to rezone from RS-3 (One Family Rural Residential) to RS-1b (One Family Urban (Medium Density) Residential) to permit a subdivision of approximately 86 single family lots no less than 371m² in size 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. Chan, Planner 1, gave a Power Point presentation providing the following information:

- Introduction
- Subject properties are located in North East Albion Area
- Development Proposal for LUS Concept Plan
- LUS Concept Planning Process
- LUS Concept Plan Consultation Process and Other Features
- Options for Council Consideration
- Background on land use and servicing assessments
- Development Proposal
- Options for Alternative Recommendations
- Terms and Conditions: Staff Recommended Options
- Applicant Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Plan Context
- Site Characteristics
- Proposed Site Plan

During the introduction of the item, Acting Mayor Robson left the meeting at 2:20pm and returned at 2:21pm.

Questions from Council included:

- services required for the area, including sewer
- timeframe for land use assessment and public consultation

It was moved and seconded

That the staff report dated January 22, 2019 titled "First Reading, Zone Amending Bylaw No. 7519-2018, 11070 Lockwood Street, 24984, 25038 112 Avenue, and North East Albion Land Use and Servicing Concept Planning Process" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1105 2018-408-RZ, 13160 236 Street, RS-2 to R-1

Staff report dated January 22, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7527-2019 to rezone from RS-2 (One Family Suburban Residential) to R-1 (Residential District) in order to permit a 5 lot subdivision be given first reading and that the applicant provide further information as described on Schedules A, B, F, G & J of the Development Procedures Bylaw No. 5879-1999 along with the information required for a Subdivision application.

D. Hall, Planner 2, gave a Power Point presentation providing the following information:

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

It was moved and seconded

That the staff report dated January 22, 2019 titled "First Reading, Zone Amending Bylaw No. 7527-2019, 13160 236 Street" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1106 2017-461-RZ, 11641 227 Street, RS-1 to RM-2

Staff report dated January 22, 2019 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7525-2018 to amend the Conservation Boundary and to amend the Low Rise Apartment land use designation to permit a 6 storey development be given first and second readings and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7401-2017 to rezone from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit the future construction of two residential apartment buildings with approximately 153 residential units be amended as identified in the staff report dated January 22, 2019, be given second reading and be forwarded to Public Hearing, and that Maple Ridge Housing Agreement Bylaw 7524-2018 be given first and second readings.

C. Goddard, Manager of Development and Environmental Services, gave a Power Point presentation providing the following information:

- Applicant Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Plan Context
- Site Characteristics
- Development Proposal, to include 16 rental units over two buildings through a housing agreement
- Site Plan
- Perspective Vignettes, Elevations, Landscape Plan, Proposed Public Access
- Site Plan
- Terms and Conditions

It was moved and seconded

That the staff report dated January 22, 2019 titled "First and Second Reading, Official Community Plan Amending Bylaw No. 7525-2018; Second Reading Zone Amending Bylaw No. 7401-2017; First and Second Reading Housing Agreement Bylaw No. 7524-2018; 11641 227 Street" be forwarded to the Council Meeting of January 29, 2019.

It was moved and seconded

That Council proceed with the Committee of the Whole meeting and staff to advise Workshop meeting live stream that the Workshop meeting will commence immediately following the close of Committee of the Whole.

CARRIED

The question on the foregoing motion was then put and CARRIED.

1107 2017-390-RZ, 23084 and 23100 Lougheed Highway, RS-3 to RM-4

Staff report dated January 22, 2019 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7499-2018 to revise the boundary between Conservation and Urban Residential to fit site conditions be given first and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7442-2018 to rezone from RS-3 (One Family Rural Residential) to RM-4 (Multiple Family Residential District) to permit a future project with approximately 30 townhouses be given second reading and be forwarded to Public Hearing.

It was moved and seconded

That the staff report dated January 22, 2019 titled "First and Second Reading, Official Community Plan Amending Bylaw No. 7499-2018; Second Reading Zone Amending Bylaw No. 7442-2018; 23084 and 23100 Lougheed Highway" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1108 2017-074-RZ, 20383 Ospring Street, RS-1 to R-1

Staff report dated January 22, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7315-2017 to rezone from RS-1 (One Family Urban Residential) to R-1 (Residential District) to permit a future subdivision of 2 lots be given second reading and be forwarded to Public Hearing.

It was moved and seconded

That the staff report dated January 22, 2019 titled "Second Reading, Zone Amending Bylaw No. 315-2017; 20383 Ospring Street" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1109 2017-283-DVP, 11352 230 Street

Staff report dated January 22, 2019 recommending that the Corporate Officer be authorized to sign and seal 2017-283-DVP respecting property located at 11352 230 Street.

It was moved and seconded

That the staff report dated January 22, 2019 titled "Development Variance Permit 11352 230 Street" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1110 2017-221-DP, 22032 119 Avenue

Staff report dated January 22, 2019 recommending that the Corporate Officer be authorized to sign and seal 2017-221-DP respecting property located at 22032 119 Avenue.

It was moved and seconded

That the staff report dated January 22, 2019 titled "Form and Character Development Permit 22032 119 Avenue" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

Councillor Duncan declared conflict of interest noting she lives on one of the subject properties and left the meeting at 3:09pm.

1111 2019-010-DP, 11352 230 Street, 11295, 11280 & 11300 Pazarena Place

Staff report dated January 22, 2019 recommending that the Corporate Officer be authorized to sign the Cancellation of Charges Application to discharge the notice of previously issued development permits 2015-297-DP and 2015-297-DVP from the properties outlined in the staff report dated January 22, 2019.

It was moved and seconded

That the staff report dated January 22, 2019 titled "Development Permit Cancellation of Notation 11352 230 Street, 11295, 11280 and 11300 Pazarena Place, City Parkland and remnant lot (Fortis SROW) each without a property address" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

Councillor Duncan returned to the meeting at 3:10pm.

1112 Latecomer Agreement LC 159/18, 24895 Smith Avenue

Staff report dated January 22, 2019 recommending that the cost to provide the excess or extended services at 24895 Smith Avenue is excessive to the municipality and the cost to provide these services shall be paid by the owners of the land being subdivided 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 that the Corporate Officer be authorized to sign and seal Latecomer Agreement LC 159/18 with the subdivider of the lands at 24895 Smith Avenue.

Acting Mayor Robson left the meeting at 3:12pm and returned at 3:13pm.

It was moved and seconded

That the staff report dated January 22, 2019 titled "Latecomer Agreement LC 159/18" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1113 Latecomer Agreement LC 164/18, 13660, 13702 and 13783 232 Street

Staff report dated January 22, 2019 recommending that the cost to provide the excess or extended services at 13660, 13702 and 13738 232 Street is excessive to the municipality and the cost to provide these services shall be paid by the owners of the land being subdivided 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 that the Corporate Officer be authorized to sign and seal Latecomer Agreement LC 164/18 with the subdivider of the lands at 13660, 13702 and 13738 232 Street.

It was moved and seconded

That the staff report dated January 22, 2019 titled "Latecomer Agreement LC 164/18" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1114 Latecomer Agreement LC 166/18, 11016, 11032 and 11038 240 Street

Staff report dated January 22, 2019 recommending that the cost to provide the excess or extended services at 11016, 11032 and 11038 240 Street is excessive to the municipality and the cost to provide these services shall be paid by the owners of the land being subdivided 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 that the Corporate Officer be authorized to sign and seal Latecomer Agreement LC 166/18 with the subdivider of the lands at 11016, 11032 and 11038 240 Street.

It was moved and seconded

That the staff report dated January 22, 2019 titled "Latecomer Agreement LC 166/18" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

5. CORPORATE SERVICES

1131 Partnering Agreement – Employment Land Investment Incentive Program

Staff report dated January 22, 2019 recommending that the Corporate Officer be authorized to execute Partnering Agreements as outlined in the staff report dated January 22, 2019.

D. Olivieri, Corporate Support Coordinator, gave a Power Point presentation providing the following information:

- background on the Employment Land Investment Incentive Program (ELIIP), a program intended to accelerate private investment and to attract new businesses and high value jobs to Maple Ridge
- 11 projects at stage where partnering agreements are required
- future reports pertaining to the approval of Revitalization Tax Exemptions to come in the fall

It was moved and seconded

That the staff report dated January 22, 2019 titled “Partnering Agreement – Employment Land Investment Incentive Program” be forwarded to the Council Meeting of January 29, 2019.

CARRIED

6. *PARKS, RECREATION & CULTURE*

1151 WHO Global Network for Age-friendly Cities and Communities – Application

Staff report dated January 22, 2019 recommending that the City of Maple Ridge apply for membership to the WHO Global Network for Age-friendly Cities and Communities.

It was moved and seconded

That the staff report dated January 22, 2019 titled “WHO Global Network for Age-Friendly Cities and Communities - Application” be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1152 Maple Ridge Sport and Physical Activity Strategy Implementation Plan

Staff report dated January 22, 2019 recommending that the Maple Ridge Sport and Physical Activity Strategy Implementation Plan be endorsed.

It was moved and seconded

That the staff report dated January 22, 2019 titled “Maple Ridge Sport and Physical Activity Strategy Implementation Plan” be forwarded to the Council Meeting of January 29, 2019.

CARRIED

1153 Fundamentals Childcare Centre Lease

Staff report dated January 22, 2019 recommending that the Corporate Officer be authorized to execute the lease agreement attached to the January 22, 2019 report titled "Fundamentals Child Care Centre Lease" for a five-year term ending on September 1, 2023, including an option to renew for an additional term of three years.

It was moved and seconded

That the staff report dated January 22, 2019 titled "Fundamentals Childcare Centre Lease" be forwarded to the Council Meeting of January 29, 2019.

CARRIED

7. *ADMINISTRATION (including Fire and Police) – Nil*

8. *OTHER COMMITTEE ISSUES – Nil*

10. *ADJOURNMENT*

The Committee of the Whole meeting of January 22, 2019 was adjourned at 3:17p.m.

9. *COMMUNITY FORUM – Nil*

Councillor Gordy Robson, Acting Mayor
Presiding Member of the Committee

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. 7495-2018
12581 243 Street

MEETING DATE: February 5, 2019
FILE NO: 2018-325-RZ
MEETING: CoW

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 12581 243 Street, from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) to permit future subdivision into two lots. To proceed further with this application additional information is required as outlined below.

Pursuant to Council policy, this application is subject to the Community Amenity Contribution Program, and will be requested to pay \$5,100.00 for the additional lot, as the original lot is exempt when a subdivision is proposing fewer than 3 lots.

RECOMMENDATIONS:

1. That Zone Amending Bylaw No. 7495-2018 be given first reading; and
2. That the applicant provide further information as described on Schedules B and E of the Development Procedures Bylaw No. 5879-1999, along with the information required for a Subdivision application.

DISCUSSION:

a) Background Context:

Applicant:	H. Burke
Legal Description:	Lot 66, Section 22, Township 12, New Westminster District Plan 43885
OCP:	
Existing:	Estate Suburban Residential
Proposed:	Estate Suburban Residential
Zoning:	
Existing:	RS-3 (One Family Rural Residential)
Proposed:	RS-2 (One Family Suburban Residential)
Surrounding Uses:	
North:	Use: Single Family Residential
	Zone: RS-3 (One Family Rural Residential)
	Designation: Estate Suburban Residential

South:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Estate Suburban Residential
East:	Use:	Single Family Residential
	Zone:	RS-2 (One Family Suburban Residential)
	Designation:	Estate Suburban Residential
West:	Use:	Single Family Residential
	Zone:	RG-2 (Suburban Residential Strata Zone)
	Designation:	Estate Suburban Residential

Existing Use of Property: Single Family Residential
Proposed Use of Property: Single Family Residential
Site Area: 0.82 ha (2 acres)
Access: 243 Street
Servicing requirement: Rural Standard

b) Project Description:

The subject property, located at 12581 243 Street, is generally flat, with single family development to the north, south, east and west, with the lands sloping down towards the South Alouette River to the north (see Appendices A and B). The applicant is proposing to rezone the subject property, located at 12581 243 Street, from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) to permit future subdivision into two lots.

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

c) Planning Analysis:

Official Community Plan:

The subject property is designated *Estate Suburban Residential* in the Official Community Plan (OCP), which supports single detached and two-family residential housing. This land use designation is characterised generally by 0.40 ha (1 acre) lots. The RS-2 (One Family Suburban Residential) zone is supported by this land use designation. On September 5, 2017, Council reaffirmed the Suburban Residential designation with the following resolution:

That no changes be made to the current policies in the Official Community Plan for Estate Suburban Residential and Suburban Residential Land Use Designations, as discussed in the Council report dated September 5, 2017.

On this basis, this proposal remains consistent with the Official Community Plan.

Zoning Bylaw:

The current application proposes to rezone the subject property from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) to permit future subdivision into two lots. The RS-2 (One Family Suburban Residential) zone requires a minimum lot area of 0.40 ha (1 acre), a minimum lot width of 36m (118 ft.) and a minimum lot depth of 60m (197 ft.). Due to the irregular geometry of the property, the proposed lot width will not conform with the Zoning Bylaw. A Development Variance Permit will be required to reduce the minimum lot width for the RS-2 (One Family Suburban Residential) zone from 36m (118 ft.) down to approximately 25m (82 ft.) for the lot with the existing home, and 22m (72 ft.) for the newly created vacant lot. These variances will be the subject of a future report to Council. The variances can be supported as the lot is pie-shaped and gets wider towards the back, further away from the road and the new lots will meet the minimum area requirement of 0.4 ha (1 acre).

Development Permits:

Pursuant to Section 8.10 of the OCP, a Natural Features Development Permit application is required for all development and subdivision activity or building permits for:

- All areas designated Conservation on Schedule “B” or all areas within 50 metres of an area designated Conservation on Schedule “B”, or on Figures 2, 3 and 4 in the Silver Valley Area Plan;
- All lands with an average natural slope of greater than 15 %;
- All floodplain areas and forest lands identified on Natural Features Schedule “C”

to ensure the preservation, protection, restoration and enhancement of the natural environment and for development that is protected from hazardous conditions.

Pursuant to Section 8.12 of the OCP, a Wildfire Development Permit application is required for all development and subdivision activity identified in wildfire risk areas. The purpose of the Wildfire Development Permit is for the protection of life and property in designated areas that could be at risk for wildland fire; and where this risk may be reasonably abated through implementation of appropriate precautionary measures. The subject property is located within the Wildfire Development Permit Area, identified on Map 1 in Section 8.12 of the Official Community Plan. However, a two lot subdivision is exempt from a Wildfire Development Permit. A Restrictive Covenant detailing building design and landscaping requirements will be required as a condition of rezoning.

Development Permits:

A Development Permit is not required for this development for environmental or intensive residential purposes.

Advisory Design Panel:

As the proposed development is for single family development, a Form and Character Development Permit is not required and the Advisory Design Panel does not need to review the project.

Development Information Meeting:

A Development Information Meeting is not required for this application as there are less than five units proposed, in accordance with Council Policy 6.20.

d) Interdepartmental Implications:

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

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

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

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

e) Development Applications:

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

- 1. A complete Rezoning Application (Schedule B);
- 2. A Development Variance Permit (Schedule E);
- 3. A Natural Features Development Permit Application (Schedule G); and
- 4. A Subdivision Application.

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

CONCLUSION:

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

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 Michelle Baski"

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

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

"Original signed by Paul Gill"

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

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7495-2018
Appendix D – Proposed Site Plan

APPENDIX A



Scale: 1:2,500

Legend

- Stream
- Ditch Centreline
- Edge of River
- Indefinite Creek
- River Centreline
- Lake or Reservoir
- River
- Major Rivers & Lakes

12581 243 STREET

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

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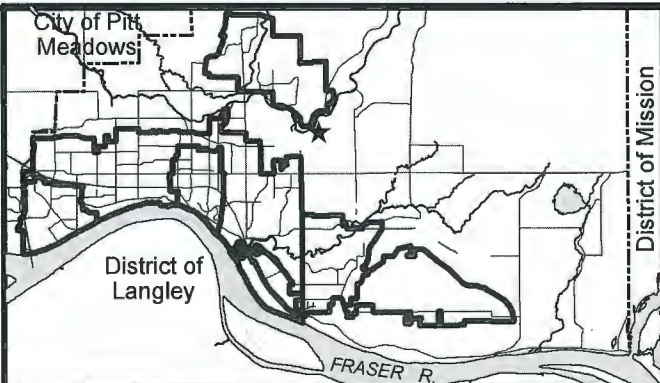
FILE: 2018-325-RZ
DATE: Aug 14, 2018

BY: LP

APPENDIX B



Scale: 1:2,500



12581 243 Street

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2018-325-RZ

DATE: Dec 11, 2018

BY: LP

CITY OF MAPLE RIDGE FILE:

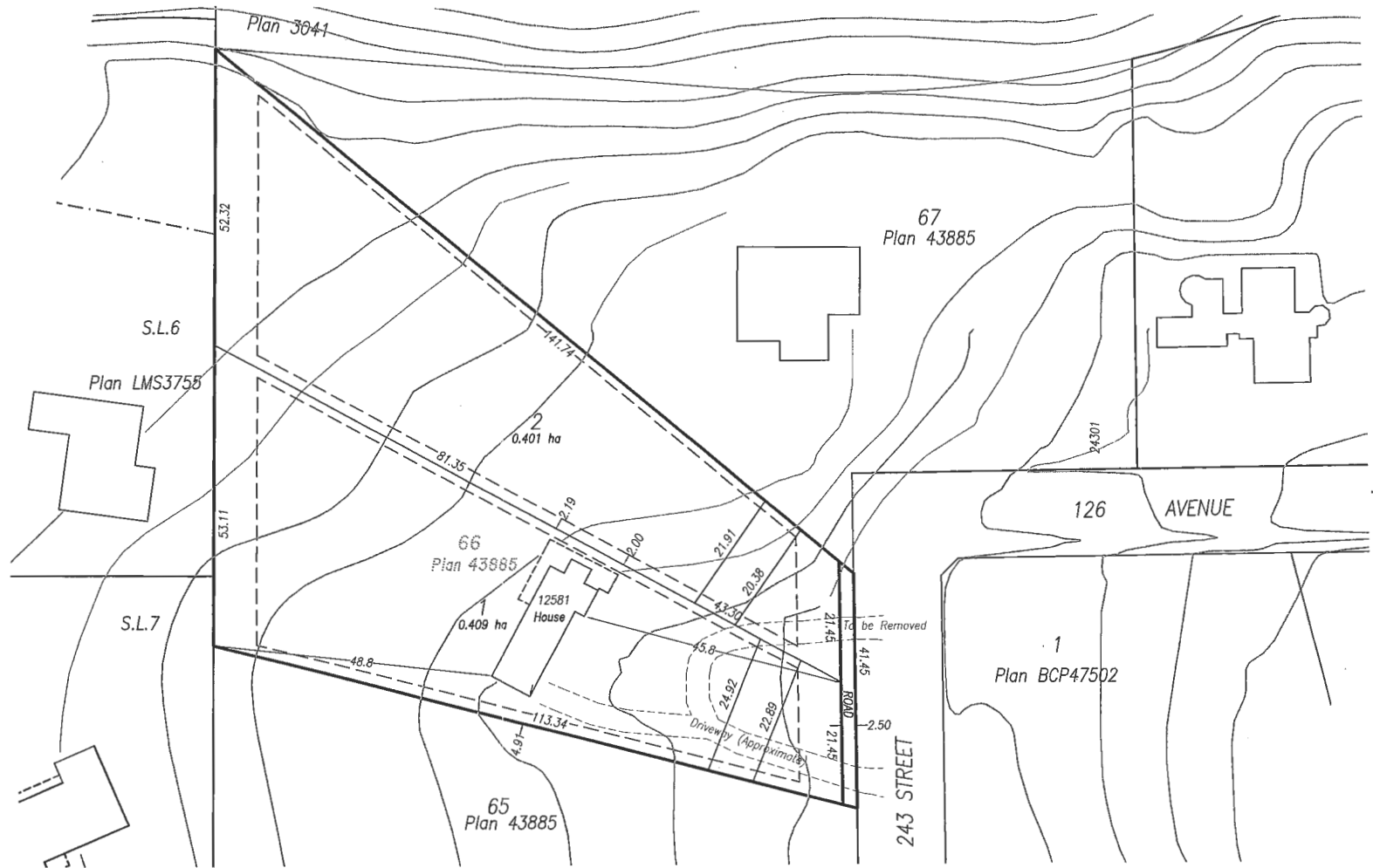
Applicant: Hugh Burke



JULY 31, 2018

Wade & Associates Land Surveying Ltd.
B.C. Land Surveyors
Maple Ridge and Mission
File: H3030-02R1 Phone 604-463-4753

Dimensioning and Contours according to City of Maple Ridge mapping.



Existing Lot	Parcel Identifier	Civic Address	Area
Lot 66	007-151-641	12581 243 Street	0.82 ha

TO: His Worship Mayor Michael Morden
and Members of Council

FROM: Chief Administrative Officer

SUBJECT: **First Reading**
Zone Amending Bylaw No. 7517-2018;
25180 108 Avenue

MEETING DATE: February 5, 2019
FILE NO: 2018-249-RZ
MEETING: C of W

EXECUTIVE SUMMARY:

The 4.0 hectare (10 acre) subject property is split designated and split zoned. The existing zoning is RS-3 One Family Rural Residential to the North and A-2 Upland Agriculture to the South. The land use designations are Suburban Residential to the North and Urban Reserve to the South. This application is to rezone the northern portion of the property to RS-2 One Family Suburban Residential in compliance with its Suburban Residential designation. This northern portion of the site is proposed for a 3 lot subdivision.

Should the northern portion of the site be rezoned, then the southern remainder portion of the site will also need to be rezoned. The sole reason for rezoning this southern portion of the site is to allow a subdivision that creates a parcel of less than 4 hectares (10 acres). The existing A-2 (Upland Agricultural) Zone has a minimum parcel size of 4 hectares (10 acres). For this reason, no subdivision could occur on this property without first rezoning to a zone with a smaller minimum parcel size.

For these reasons, the southern portion of the site is proposed to be rezoned to A-1 Small Holding Agricultural. It is within the Urban Reserve and is to remain vacant, as a future urban development site. The proposed A-1 Small Holding Agricultural Zone for the southern portion of this site meets parcel size requirements with a minimum parcel size of 2.0 hectares (5 acres). The proposed zoning for the northern and southern portions of the site align with their respective land use designations in the Official Community Plan. These designations are shown on Appendix C, the Official Community Plan Map.

The Suburban Residential designation applies to properties outside of the Urban Area Boundary. The proposed 3 lot subdivision is in compliance with the Suburban Residential OCP policies. The Suburban Residential designation has been discussed extensively by Council, and on September 5, 2017, Council reviewed and reaffirmed the Suburban Residential designation with the following resolution:

That no changes be made to the current policies in the Official Community Plan for Estate Suburban Residential and Suburban Residential Land Use Designations, as discussed in the Council report dated September 5, 2017.

The Urban Reserve is within the Urban Area Boundary, however, it is not currently available for urban development. This portion of the site will be required to have a “no build” covenant placed on it, and to be attached to one of the newly created parcels to its north. These two measures will assist to ensure the retention of this parcel for future development as an area plan for the Urban Reserve commences and advances towards completion. The policies and triggers pertaining to urban

development in the Urban Reserve are discussed further in this report. To proceed further with this application additional information is required as outlined below.

This application is subject to Policy 6.31 for Community Amenity Contribution Program fee of \$5100.00 per single family dwelling.

RECOMMENDATIONS:

That Zone Amending Bylaw No. 7517-2018 be given first reading; and

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

DISCUSSION:

a) Background Context:

Applicant:	OTG Developments Limited
Legal Description:	Lot: 5, Section: 11, Township: 12, Plan: NWP37195
OCP:	
Existing:	Urban Reserve & Suburban Residential
Proposed:	Urban Reserve & Suburban Residential Zoning:
Existing:	A-2 (Upland Agricultural), RS-3 (One Family Rural Residential)
Proposed:	A-1 Small Holdings Agricultural, RS-2 (One Family Suburban Residential)
Surrounding Uses:	
North:	Use: Suburban Residential
	Zone: RG-2 Suburban Strata Zone
	Designation: Suburban Residential
South:	Use: Vacant
	Zone: A-2 Upland Agricultural
	Designation: Urban Reserve
East:	Use: Park
	Zone: A-2 Upland Agricultural
	Designation: Urban Reserve
West:	Use: Farm, Rural Residential
	Zone: RS-3 One Family Rural Residential, A-2 Upland Agricultural
	Designation: Urban Reserve and Suburban Residential.
Existing Use of Property:	Rural Residential
Proposed Use of Property:	Suburban and Rural Residential
Site Area:	4.045 HA. (10 acres)
Access:	
Servicing requirement:	Rural and Suburban Standard

b) Site Characteristics:

This application is for rezoning in support of subdivision for a split zoned and split designated property. The boundary of the Thornhill Urban Reserve transects the site on a diagonal, following the ridge of a steep slope. The north portion of the site is designated Suburban Residential. The property has unconstructed road allowance on its south and east boundaries. The lands to the north of the site are gradually developing in compliance with their Suburban Residential land use designation, characterized by a mix of adjacent suburban and rural residential land uses. The area to the south of the site is a mix of rural residential and municipally owned park land.

c) Project Description:

This development proposal is to rezone and subdivide the property in alignment with its land use designations. In compliance with the Zoning Bylaw and the Official Community Plan, the portion of the site that is designated Urban Reserve will be rezoned and retained as a future development site.

Based on lot size and land use designations, the applicant is seeking a 3 lot subdivision. In compliance with the land use designations, the north portions of the site will be rezoned to RS-2 Suburban Residential with 3 RS-2 lots. The southern remainder of the site will be rezoned to A-1, and will be tied to one of the 3 RS-2 parcels with a requirement for a no-build covenant on title.

The feasibility of this proposal has not been fully explored. Requirements such as site servicing and developable area will require further review as this application develops.

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

d) Planning Analysis:

Official Community Plan:

Urban Reserve. The southern portion of the site is located within the Thornhill Urban Reserve and is currently designated for future urban development. Policies 3-24 and 3-25 of the Official Community Plan have established triggers to identify the pacing of urban development in this area, and specific measures prior to development occurring. Pertinent policies are as follows:

3 - 23 Maple Ridge will not support urban level densities in the Urban Reserve until an Area Plan is adopted pursuant to policy 3 -25.

The key message behind Policy 3-23 is that at present, the Urban Reserve is not available for urban development. This message is followed by Policy 3-24 which outlines the 2 triggers that will signify the timing for an area planning process for the Urban Reserve.

3 - 24 Maple Ridge will retain the Thornhill area as a long term Urban Reserve area. Urban development will not be supported in the Thornhill Urban Reserve Area until the population threshold exceeds 100,000 people for the District and the residential capacity within the existing urban area is approaching build-out.

Policy 3-25 establishes required processes in advance of urban levels of development occurring in the Urban Reserve:

3 - 25 Prior to urban development occurring in the Thornhill Urban Reserve, the following must have been achieved:

- a) approval of an amended Regional Context Statement by the Metro Vancouver Board;*
- b) approval of an extension to the Fraser Sewer Area by the Greater Vancouver Sewerage and Drainage District (GVS&DD) Board;*
- c) an Area Plan adopted by Council which includes, but is not limited to:*
 - i. policies regarding the types of residential development, land use patterns, minimum density requirements, and appropriate phasing for the area;*
 - ii. a fiscal impact assessment study;*
 - iii. identification of environmentally sensitive areas, ecosystems and the impact of development;*
 - iv. agricultural impact assessment to minimize the impact of development on adjacent farm lands;*
 - v. an aquifer groundwater management study; and*
 - vi. a transportation plan that includes an integrated system which balances all modes of transportation, including transit.*

Policy 3-26 establishes the retention of large parcels in the Urban Reserve, in order to maximize opportunities in the area planning process.

3 - 26 Until policies 3-24 and 3-25 are satisfied, the minimum parcel size for subdivision of land designated Urban Reserve is 2.0 hectares.

Until the requirements noted above are met, Policy 3-26 states that the minimum parcel size for subdivision of land designated Urban Reserve is 2.0 hectares. For these reasons, the portion of the site that is within the Urban Reserve will remain attached to one of the newly created northern parcels, to be retained for future development.

The property is split zoned RS-3 and A-2 Upland Agriculture. The A-2 Zone has a minimum parcel size of 4.0 hectares. As the subject property is only slightly larger than 4.0 hectares, it cannot be subdivided further without rezoning. To resolve this matter, the southern portion of the site that is within the Urban Reserve is proposed to be rezoned to A-1 Small Holdings Agriculture, which has a minimum parcel size of 2.0 hectares. Appendix C of the Official Community Plan identifies appropriate zones for land use designations. As both agricultural zones are identified as consistent with the Urban Reserve designation, this portion of this rezoning proposal complies with the Official Community Plan.

Suburban Residential. The portion of the subject property that is designated Suburban Residential in the Official Community Plan, aligns with the RS-2 (One Family Suburban Residential) zone. This zone requires city water and private sewage disposal system to permit a one family residential housing form outside of the Urban Area Boundary.

The Suburban Residential designation has been the subject of Council discussion for a few years. On September 5, 2017 Council reaffirmed the Suburban Residential designation. The resolution is as follows:

That no changes be made to the current policies in the Official Community Plan for Estate Suburban Residential and Suburban Residential Land Use Designations, as discussed in the Council report dated September 5, 2017.

With the September 5, 2017 reaffirmation of this land use designation, it is clear that this proposal for rezoning this affected portion of the site to RS-2 Suburban Residential is consistent with the stated direction of both Council and the Official Community Plan.

Zoning Bylaw:

The current application proposes to rezone the property located at 25180 108 Avenue from A-2 (Upland Agricultural), RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) and A-1 Small Holding Agriculture to permit a 3 lot subdivision with retention of a remainder for further development once the Urban Reserve is ready for development. The minimum lot size for the current A-2 zone is 4.0 hectares, and the minimum lot size for the proposed A-1 zone is 2.0 hectares. The minimum parcel size for the current RS-3 zone is 0.8 hectares (with community water), and the minimum lot size for the proposed RS-2 Zone is 0.4 hectares. Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Development Permits:

Pursuant to Section 8.9 of the OCP, a Watercourse Protection Development Permit application is required to ensure the preservation, protection, restoration and enhancement of watercourse and riparian areas. In addition, pursuant to Section 8.10 of the OCP, a Natural Features Development Permit application is required for all development and subdivision activity or building permits for:

- All areas designated Conservation on Schedule “B” or all areas within 50 metres of an area designated Conservation on Schedule “B”, or on Figures 2, 3 and 4 in the Silver Valley Area Plan;
- All lands with an average natural slope of greater than 15 %;
- All floodplain areas and forest lands identified on Natural Features Schedule “C”

to ensure the preservation, protection, restoration and enhancement of the natural environment and for development that is protected from hazardous conditions.

Further, pursuant to Section 8.12 of the OCP, a Wildfire Development Permit application is required for all development and subdivision activity identified in wildfire risk areas. The purpose of the Wildfire Development Permit is for the protection of life and property in designated areas that could be at risk for wildland fire; and where this risk may be reasonably abated through implementation of appropriate precautionary measures. The subject property is located within the Wildfire Development Permit Area, identified on Map 1 in Section 8.12 of the Official Community Plan. Prior to second reading a Registered Professional Forester’s Report will be required to determine wildfire mitigation requirements.

Development Information Meeting:

Maple Ridge Policy 6.20 establishes the circumstances whereby a Development Information Meeting is required. This application is exempt from this requirement as the proposal is in compliance with the Official Community Plan and fewer than 5 lots are proposed.

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 Department;

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

This application has not been forwarded to the Engineering Department for comments at this time; therefore, an evaluation of servicing requirements has not been undertaken. We anticipate that this evaluation will take place between First and Second Reading.

f) Development Applications:

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

1. An OCP Application (Schedule A);
2. A complete Rezoning Application (Schedule B);
3. A Watercourse Protection Development Permit Application (Schedule F);
4. A Natural Features Development Permit Application (Schedule G);
5. A Wildfire Development Permit Application (Schedule J); and
6. A Subdivision Application.

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

CONCLUSION:

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

It is recommended that Council not require any further additional OCP consultation.

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

"Original signed by Diana Hall"

Prepared by: **Diana Hall M.A, MCIP, RPP**
Planner 2

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

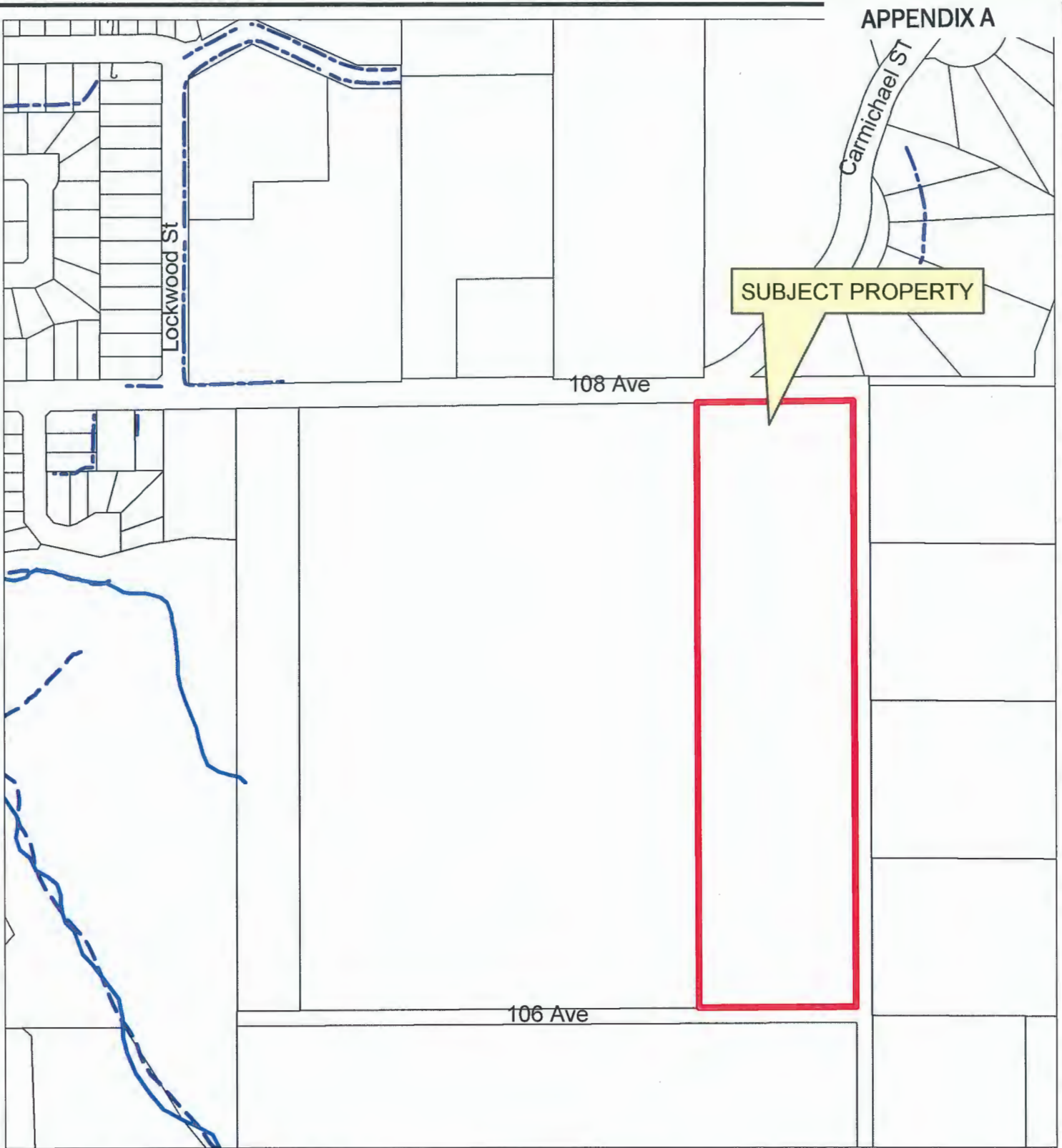
Approved by: **Frank Quinn, MBA, P. Eng**
GM Public Works & Development Services

"Original signed by Frank Quinn" for

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

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – Official Community Plan Map
- Appendix D - Zone Amending Bylaw No. 7517-2018
- Appendix E – Proposed Site Plan



Scale: 1:3,500

Legend

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

25180 108 Ave

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

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2018-249-RZ
DATE: Jun 14, 2018

BY: JV



Aerial Imagery from the Spring of 2016



Scale: 1:3,500

Legend

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

25180 108 Ave

PLANNING DEPARTMENT



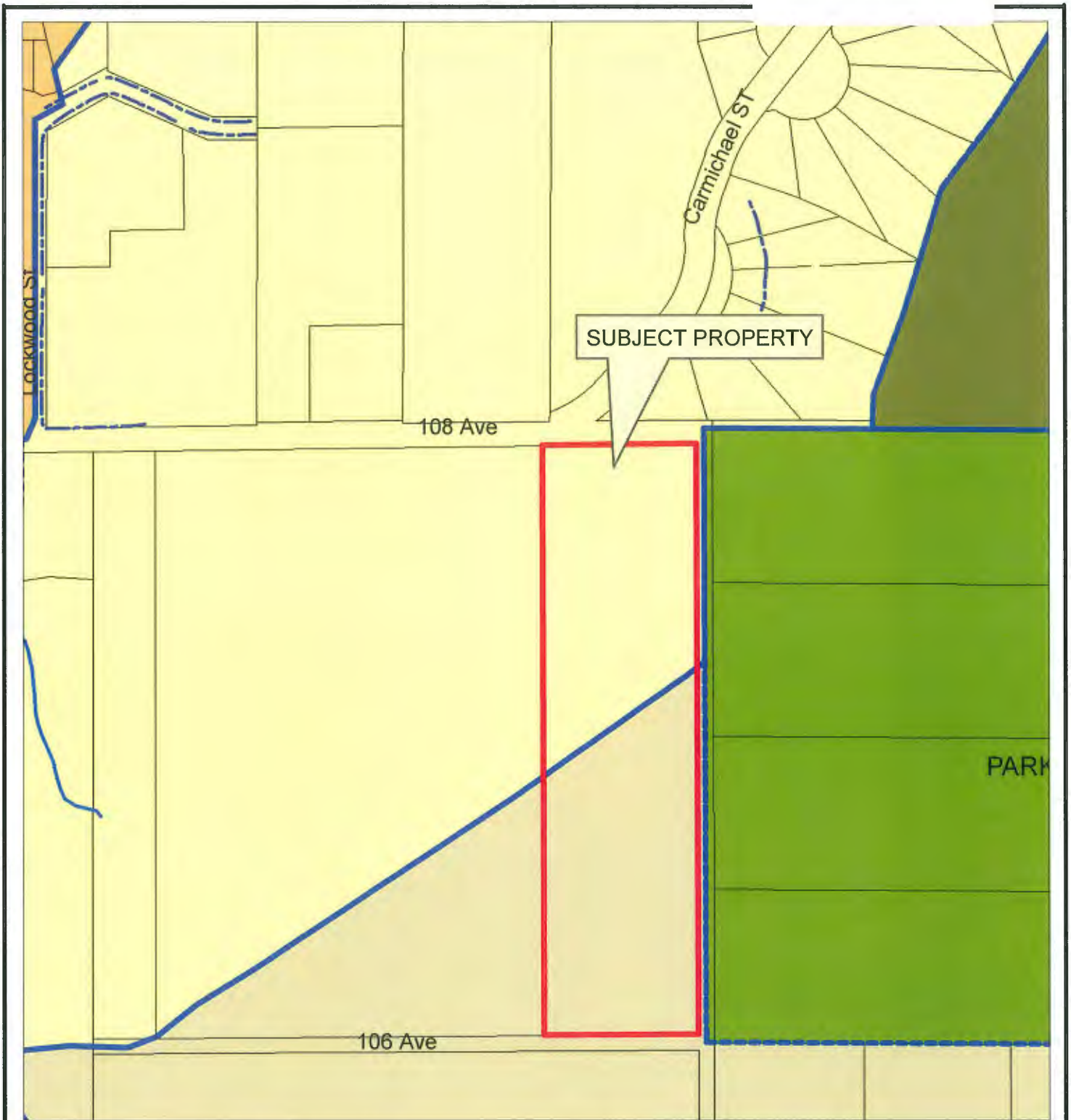
MAPLE RIDGE

British Columbia

mapleridge.ca

2018-249-RZ
DATE: Jun 14, 2018

BY: JV



Scale: 1:3,500

Legend

- Urban Reserve
- Park
- Forest
- Suburban Residential

25180 108 Ave

PLANNING DEPARTMENT



MAPLE RIDGE

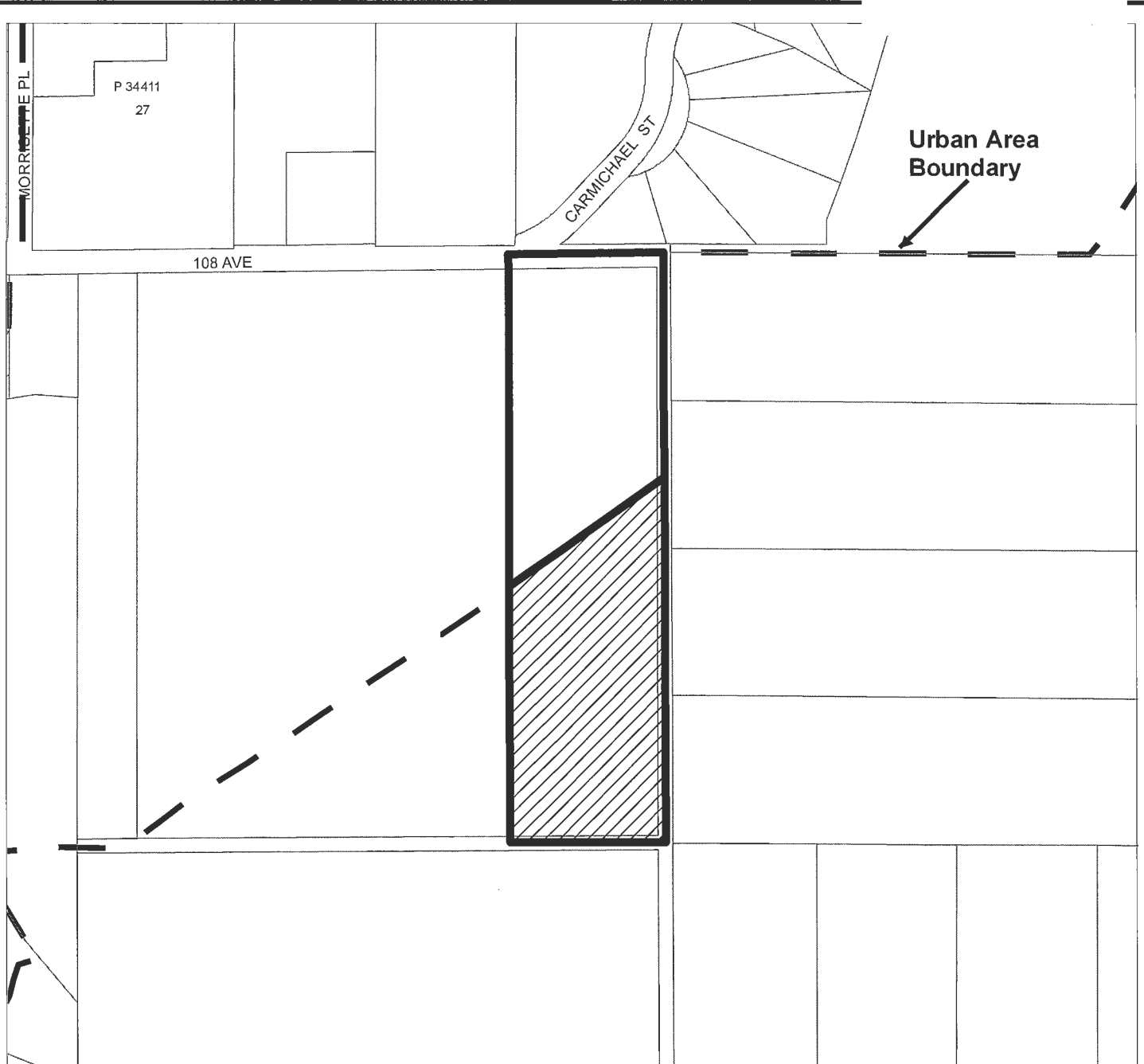
British Columbia

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2018-249-RZ
DATE: Jun 14, 2018

BY: JV

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7517-2018

Map No. 1783

From: A-2 (Upland Agricultural)

RS-3 (Single Family Rural Residential)

To:  RS-2 (Single Family Suburban Residential)

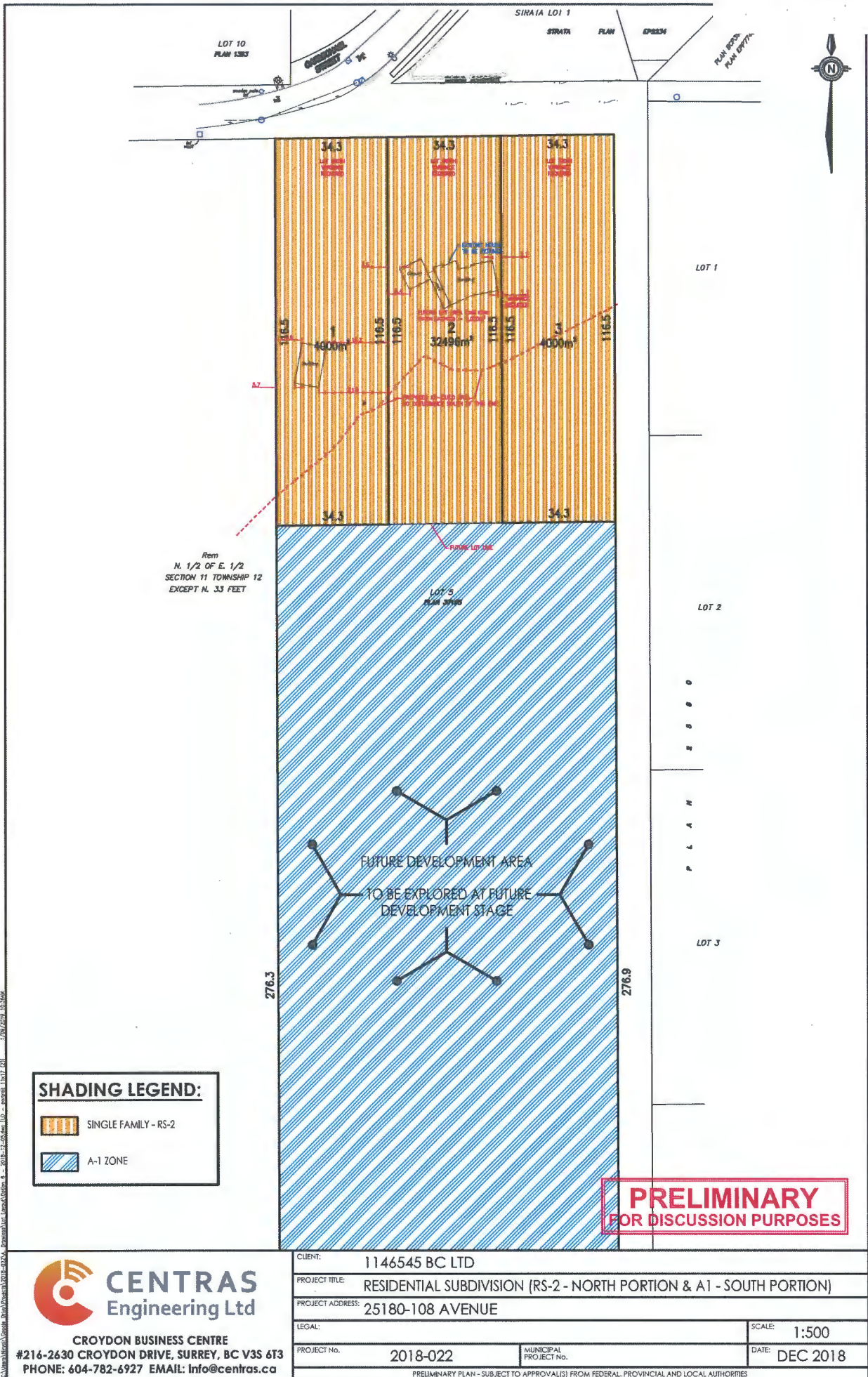
 A-1 (Small Holding Agricultural)



--- Urban Area Boundary



SCALE 1:4,000



CROYDON BUSINESS CENTRE
 #216-2630 CROYDON DRIVE, SURREY, BC V3S 6T3
 PHONE: 604-782-6927 EMAIL: info@centras.ca

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: First Reading
Zone Amending Bylaw No. 7221-2016
24138 Lougheed Highway

MEETING DATE: February 5, 2019
FILE NO: 2014-040-RZ
MEETING: C of W

EXECUTIVE SUMMARY:

An application was received on May 15, 2014 to rezone the subject property, located at 24138 Lougheed Highway, from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential), to permit a future subdivision into two lots. Council deferred the application on June 28, 2016, pending the outcome of the feasibility analysis to determine the employment potential of the site for industrial development, and completion of the Suburban Residential land use review.

As part of the City's Employment Land Re-designation process, both OCP Amending Bylaws (Bylaw No. 7299 – 2016 Area 1: 256th Street Lands and Bylaw No. 7335-2017 Area 2: Lougheed Lands) were considered for final reading and adopted at the September 12, 2017 Council Meeting. The public process resulted in the subject property located at 24138 Lougheed and zoned RS-3 (One Family Rural Residential) getting re-designated from *Suburban Residential* to *Rural Residential*. This designation accommodates the RS-3 (One family Rural Residential) zone, but not the proposed RS-2 (One Family Suburban Residential) zone.

Due to the recent change in designation of the subject area, the proposed zone does not comply with the OCP, and hence the recommendation in this report. The applicant requested that his application be brought forward to the new Council after the 2018 elections.

RECOMMENDATION:

That Zone Amending Bylaw No. 7221-2016 not be given first reading.

DISCUSSION:

a) Background Context:

Applicant:	Hue I Yun
Legal Description:	Lot 7, District Lot 407, New Westminster District Plan 33984
OCP:	
Existing:	Rural Residential
Proposed:	Suburban Residential
Zoning:	
Existing:	RS-3 (One Family Rural Residential)
Proposed:	RS-2 (One Family Suburban Residential)

Surrounding Uses:

North:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Industrial
South:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential) and RS-2 (One Family Suburban Residential)
	Designation:	Industrial
East:	Use:	Single Family Residential
	Zone:	RS-2 (One Family Suburban Residential)
	Designation:	Rural Residential
West:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Industrial

Existing Use of Property:	Residential
Site Area:	1.15 ha (2.8 acres)
Access:	River Road, with access easement (MOTI requirement)
Servicing requirement:	Rural Standard

b) Site Characteristics:

The subject property is approximately 1.15 ha. (2.8 acres) in size, is generally flat in the centre and south-east side, with significant slopes along the north, north-east, south-west and west side. The existing home on site will remain.

c) Project Description:

At this time the 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 if Council decides to grant first reading and full application packages have been received. A more detailed analysis and a further report will be required prior to second reading. Such assessment may impact proposed lot boundaries and yields, OCP designations and Bylaw particulars, and may require application for further development permits.

Project History:

The current application was received on May 15, 2014 to rezone the subject property from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential). Due to required permissions from the Ministry of Transportation & Infrastructure, granting access off of Loughheed Highway, and other personal unforeseen circumstances, the application was not ready to move forward to Council until June 2016.

The application proposes to rezone the subject property from RS-3 (One Family Rural Residential) to RS-2 (One Family Suburban Residential) to permit future subdivision into two residential lots, not less than 4,000 m² (1 acre). The existing residence will remain on the western portion of the property, with the new lot created on the eastern portion (See Appendix D). The existing home currently has direct access from Loughheed Highway. The Ministry of Transportation and Infrastructure (MOTI) requires that access to be closed and provide a new access from River Road for both proposed lots. An access easement would need to be registered on proposed Lot 1, to provide access to Lot 2.

The subject property is located outside of the Urban Area Boundary and is outside of the Metro Vancouver Urban Containment Boundary.

On March 18, 2016 Council directed staff to review the lands East and West of the Kwantlen First Nations, with a goal of creating employment. Council also pursued further dialogue with Kwantlen First Nations. In addition, staff were working on preparing a report on the Suburban Residential land use designation, based on Council concerns with the subject form of development.

On June 28, 2016, Council deferred the application, pending the outcome of the feasibility analysis to determine the employment potential of the site for industrial development, and completion of the Suburban Residential land use review.

Through the feedback provided during the rigorous public consultation process by community, land owners, and stakeholders, it was acknowledged that issues related to the environmental conditions of the sites along Lougheed Highway were impacting the residential lots considerably, reducing the overall potential for developing into employment lands. Re-designating these lots into Rural Residential would provide all current land owners with certainty regarding their properties remaining residential and at the same time reduce subdivision opportunities and potential for industrial/residential interface challenges.

As part of the ongoing updates on the City's Employment Land Re-designation process, both OCP Amending Bylaws (Bylaw No. 7299 – 2016 Area 1: 256th Street Lands and Bylaw No. 7335-2017 Area 2: Lougheed Lands) were considered for final reading and adopted at the September 12, 2017 Council Meeting. The public process resulted in the subject property located at 24138 Lougheed and zoned RS-3 (One Family Rural Residential) getting re-designated from *Suburban Residential* to *Rural Residential*.

d) Planning Analysis:

Official Community Plan:

The development site is currently designated *Rural Residential*, which permits agricultural uses and single detached and duplex housing forms outside of the Urban Area Boundary, where municipal servicing is not available. The *Rural Residential* land use designation aligns with the RS-3 (One Family Rural Residential) zone, therefore use of the RS-2 (One Family Suburban Residential) zone is not supportable. In order to utilize the RS-2 (One Family Suburban Residential) zone an OCP amendment from *Rural Residential* to *Suburban Residential* would be required.

This OCP amendment is not supported due to the recent Council direction following a comprehensive public consultation process that occurred to re-designate the area, in addition to concerns that adding residential development could impact the ability to create future employment in this area.

Zoning Bylaw:

The *Rural Residential* land use designation aligns with the RS-3 (One Family Rural Residential) zone. The proposed application is requesting a rezoning to RS-2 (One Family Suburban Residential) which is not permitted. As a result, the proposal for 2 RS-2 (One Family Suburban Residential) lots is not in compliance with the OCP, and is not supportable.

The minimum lot size for the current RS-3 (One Family Rural Residential) zone is 0.80 ha (2 acres) when connected to City water, and the minimum lot size for the proposed RS-2 (One Family Suburban Residential) zone is 0.40 ha (1 acre). The subject lot is 1.15 ha (2.8 acres) in area. Any

variations from the requirements of the proposed zone will require a Development Variance Permit application.

As noted above, the RS-2 (One Family Suburban Residential) zone is not available to properties designated *Rural Residential* in the OCP.

Development Permits:

Pursuant to Section 8.10 of the OCP, a Natural Features Development Permit application is required for all development and subdivision activity or building permits for:

- All areas designated Conservation on Schedule “B” or all areas within 50 metres of an area designated Conservation on Schedule “B”, or on Figures 2, 3 and 4 in the Silver Valley Area Plan;
- All lands with an average natural slope of greater than 15 %;
- All floodplain areas and forest lands identified on Natural Features Schedule “C”

to ensure the preservation, protection, restoration and enhancement of the natural environment and for development that is protected from hazardous conditions.

e) Interdepartmental Implications:

Should Council choose 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) Utility companies;
- f) Ministry of Transportation and Infrastructure; and
- g) Canada Post.

The above list is intended to be indicative only and it may become necessary, as the application progresses, to liaise with agencies and/or departments not listed above. This application has not been forwarded to the Engineering Department for comments at this time; therefore, an evaluation of servicing requirements has not been undertaken. We anticipate that this evaluation will take place between first and second reading.

f) Early and Ongoing Consultation:

In respect of Section 475 of the *Local Government Act* for consultation during an Official Community Plan amendment, it is recommended that no additional consultation is required beyond the early posting of the proposed OCP amendments on the City's website, together with an invitation to the public to comment.

g) Alternative:

If Council considers it is appropriate to support an OCP amendment to re-designate the subject property back to its former designation *Suburban Residential*, to support a rezoning into two one acre lots, Council can direct staff to prepare the OCP amending bylaw for consideration, with 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 City of Maple Ridge's Approving Officer.

CONCLUSION:

The development proposal is not in compliance with the OCP and an amendment to such is not supportable due to the recent public consultation to revise this area's designation, therefore, it is recommended that this application be denied.

"Original signed by Therese Melser"

Prepared by: **Therese Melser**
Planning Technician

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

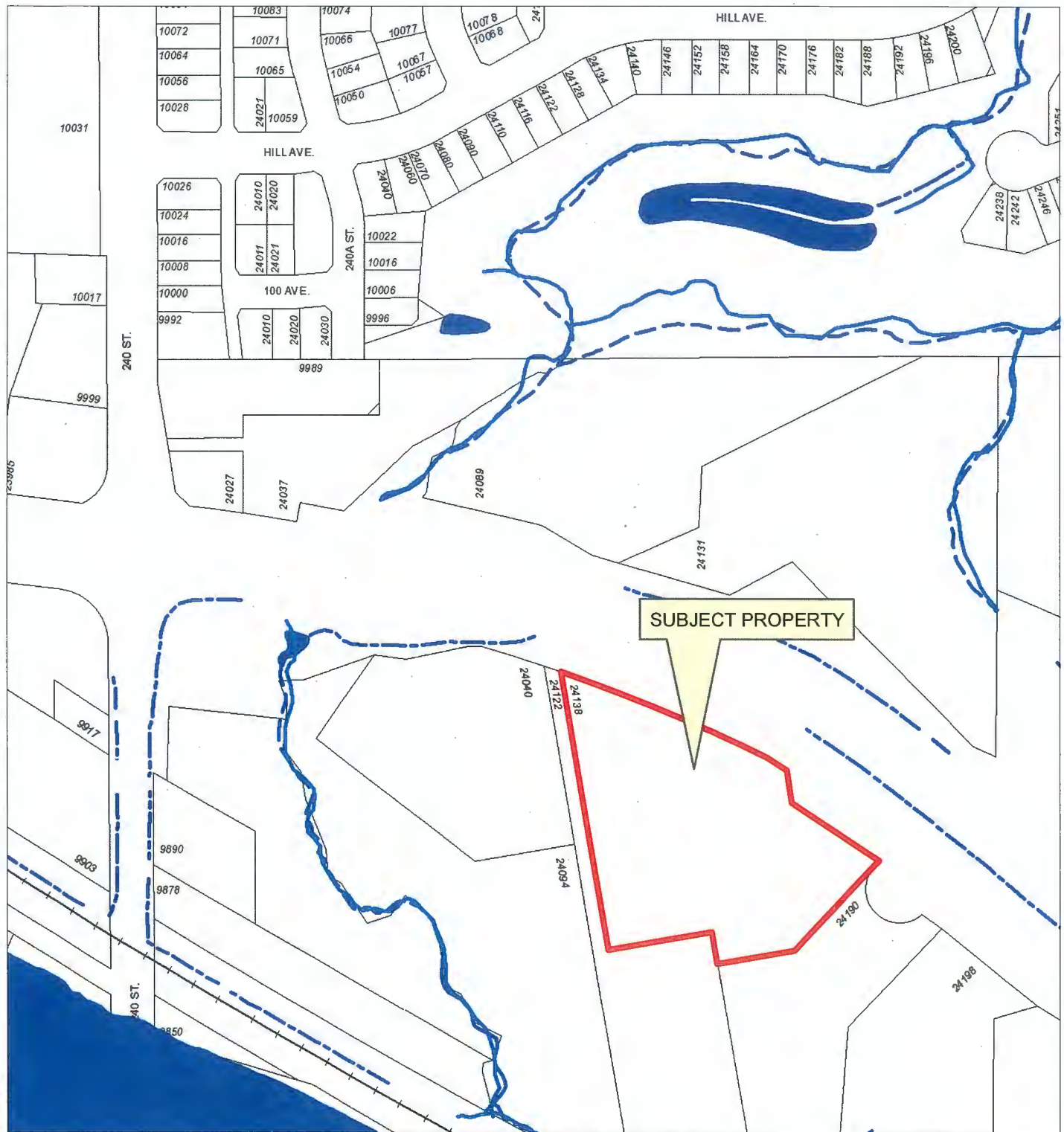
Approved by: **Frank Quinn, MBA, P. Eng**
GM Public Works & Development Services

"Original signed by Frank Quinn" for

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

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Proposed Site Plan



Scale: 1:2,500

Legend

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

24138 LOUGHEED HWY

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

mapleridge.ca

2014-040-RZ
DATE: Jun 16, 2016

BY: JV



Aerial Imagery from the Spring of 2015



Scale: 1:2,500

Legend

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

24138 LOUGHEED HWY

PLANNING DEPARTMENT



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2014-040-RZ
DATE: Jun 16, 2016

BY: JV



Terra Pacific

Land Surveying Ltd
22371 St. Anna Avenue, Maple Ridge, BC
Phone: 604-463-2309 Fax: 604-463-4501

Client:

Yun Hue IL

Project:

24138 Lougheed Highway
Maple Ridge, BC

Drawing Title:

Proposed Subdivision Over
Lot 7 Except: Part In Plan
LMP28323; District Lot 407
Group 1 NWD Plan 33984

File: MR11-672 Proposed Sub Sketch



SCALE 1 : 500



ID	Minimum Slope	Maximum Slope	Scheme: S&B
1	0.0000%	25.0000%	
2	25.0000%	35.0000%	
3	35.0000%	50.0000%	
4	50.0000%	100.0000%	

Legend:

- x Ground Elevation
- Guy Wire
- Monitoring Well
- Power Pole
- ⊕ Gas Marker

Certified Correct
This 20th Day Of January, 2016

Mike Benemann, BCLS

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: **First and Second Reading**
Official Community Plan Amending Bylaw No. 7530-2019;
Second Reading
Zone Amending Bylaw No. 7392-2017;
23585 128 Avenue

MEETING DATE: February 5, 2019
FILE NO: 2017-184-RZ
MEETING: CoW

EXECUTIVE SUMMARY:

An application has been received for a text amendment to the RS-2 (One Family Suburban Residential) Zone with density bonus provisions. Density bonus provisions are outlined in the Maple Ridge Official Community Plan and give Council the discretion to approve additional density in exchange for community benefits. The proposal is to create a 5 lot subdivision on this 1.24 ha (3 acre site). The density bonus provisions and text amendment provide a mechanism to allow smaller lot sizes than permitted under current RS-2 (One Family Suburban Residential) Zoning (see Appendix C). The minimum parcel size in the RS-2 Suburban Residential Zone is 0.4 hectares (1 acre). Proposed lot sizes average 0.12 hectares (one third of an acre). These proposed lot sizes and densities are consistent with the RS-1c Zone.

Council approved a similar application on March 8, 2016 (known as the Dogwood Application 2014-054-RZ) which voluntarily dedicated 25% of developable area for park purposes. This developable area had significant stands of mature trees, and Council recognized the benefits of allowing them to be retained with the clustered development and park dedication. The example set by the Dogwood application was the consideration of density bonus provisions in exchange for the dedication of developable area into public ownership in order to protect environmental assets. The current application and the density it proposes will be reviewed in light of this previous application and the recently adopted Tree Protection and Management Bylaw, which protects and retains trees in the development process.

As the subject property is within the Fraser Sewer Area, both sewer and water connections are available, making it possible to create parcels with smaller lot sizes. The applicant's justification for reduced parcel sizes is due to the voluntary dedication of developable area for park purposes.

The subject property is outside of the Urban Area Boundary in the Maple Ridge Official Community Plan, but is designated Urban in the Metro Vancouver Regional Growth Strategy. The issue of increased densities on qualifying properties in the Estate Suburban designation¹ has been discussed by Council for some time. On September 5, 2017, Council voted in favour of leaving the Estate and Suburban Residential designations and their policy base unchanged (i.e. retaining the minimum lot size at 0.4 hectare (1 acre) for subdivision purposes). The Council resolution is as follows:

¹ Council has the jurisdiction to increase residential densities on Estate Suburban properties that are designated Urban in the Regional Growth Strategy of Metro Vancouver.

That no changes be made to the current policies in the Official Community Plan for Estate Suburban Residential and Suburban Residential land use designations, as discussed in the Council report dated September 5, 2017.

Based on the above Council resolution, the base density for both of these designations will remain at 0.4 hectare (1 acre) lots. However, the Official Community Plan has a policy framework for density bonus measures to increase residential density where community benefits may be realized.

This application proposes lot sizes that are smaller than indicated in the Estate Suburban Designation. However, due to its utilization of density bonus provisions, and the community benefits it will provide, this application is in compliance with the OCP. The applicant has committed to dedicating developable area as park, and Council considered these amenities in their decision to give first reading to this application on October 17, 2017.

This application will be subject to the Community Amenity Contribution Program which for Single Family Development would amount to \$5100.00 per lot, for a total contribution of \$25,500.00.

RECOMMENDATIONS:

- 1) That, in accordance with Section 475 of the *Local Government Act*, opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7530-2019 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;
- 2) That Official Community Plan Amending Bylaw No. 7530-2019 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;
- 3) That it be confirmed that Official Community Plan Amending Bylaw No. 7530-2019 is consistent with the Capital Expenditure Plan and Waste Management Plan;
- 4) That Official Community Plan Amending Bylaw No. 7530-2019 be given first and second readings and be forwarded to Public Hearing;
- 5) That Zone Amending Bylaw No. 7392-2017 be given second reading, and be forwarded to Public Hearing;
- 6) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Amendment to Official Community Plan Schedules "B" and "C";
 - iii) Road dedication on 235 A Street as required;
 - iv) Park dedication as required, including construction of walkways, multi-purpose trails; and removal of all debris and garbage from park land;
 - v) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;

- vi) Registration of a Restrictive Covenant for the protection of the Environmentally Sensitive areas on the subject property;
- vii) Registration of a Restrictive Covenant for Tree Protection and Stormwater Management
- viii) Removal of existing buildings;
- ix) That a voluntary contribution, in the amount of \$25,500.00 (\$5100.00/lot) be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

DISCUSSION:

1) Background Context:

Applicant:	Aplin & Martin Consultants David Laird		
Legal Description:	Lot: 24, Section: 28, Township: 12, Plan: NWP38973		
OCP:			
Existing:	Estate Suburban Residential		
Proposed:	Estate Suburban Residential		
Zoning:			
Existing:	RS-2 (One Family Suburban Residential)		
Proposed:	RS-2 (One Family Suburban Residential)		
Surrounding Uses:			
North:	Use:	Single Family	
	Zone:	RS-2 with density bonus provisions	
	Designation:	Estate Suburban	
South:	Use:	Single Family	
	Zone:	RS-2 Suburban Residential	
	Designation:	Estate Suburban	
East:	Use:	Single Family	
	Zone:	RS-2 Suburban Residential	
	Designation:	Estate Suburban	
West:	Use:	Single Family	
	Zone:	RS-2 Suburban Residential	
	Designation:	Estate Suburban	
Existing Use of Property:	Suburban Residential		
Proposed Use of Property:	Suburban Residential with density bonus provisions		
Site Area:	1.242 HA (3 acres)		
Access:	128 th Avenue		
Servicing requirement:	Urban Standard		

2) Background:

The subject property is located on 128th Street, directly south of the recently developed Dogwood site, which also utilized density bonus provisions and a text amendment in the RS-2 Zone. The

topography of the site is relatively flat, although a ridge transects the property on the diagonal from the southwest to the northeast corner. The applicant has provided a tree survey showing a total of 190 trees. There are over 80 trees on the site with diameters of over 0.7 metres (2'4") and over 40 trees with diameters over 1 metres (3'3"). The implications for development and tree retention will be discussed further in this report.

3) Project Description:

This proposal is to follow the development pattern of the Dogwood development to its immediate north with minimum lot sizes of 1,200 square metres. There are 5 single family lots proposed on the 1.2 hectare (3 acre) site. The subdivision layout would connect the existing 235a Street with 235th Street to its south at 128th Avenue. The justification for the increased density and density bonus measures relates to the community benefits that would result from park dedication and the tree protection measures that this application proposes. Through park dedication and covenants, for this application the usual 5% park dedication requirements would be increased to 36.5 % of the site. The applicant estimates that the proposal will retain an additional 55 trees (with diameters equal to or greater than 70 centimeters) than would be protected with a conventional Estate Suburban subdivision with the Tree Protection and Management Bylaw in place. The contiguous strip of park and environmentally sensitive area on the east side of the site has been identified as a possible future trail.

For the Dogwood Application to the north of the site, the Engineering Department advised that this location may serve as a future bridge crossing for the South Alouette River, and the subject property would be similarly affected by this project. However, at this time 240th Street has been identified for a bridge crossing and remains the priority location for bridge construction in the Transportation Plan.

4) Planning Analysis:

i) Official Community Plan:

The development site is located within the Estate Suburban designation which typically aligns with 0.4 hectare (1 acre) lots. Under the RS-2 Zone, the subdivision potential of the 1.2 hectare (3 acre) property would be limited to a 2 lot split, as road dedication would be required to connect 235 Street at 128th Avenue with 235A Street to the north of the site. In order to realize higher density than is permitted in the Official Community Plan this application proposes to utilize density bonus provisions. The subject property is designated *Estate Suburban Residential*. The majority of properties designated *Estate Suburban Residential* in the OCP are within the Metro Vancouver Urban Containment Boundary, but outside of the municipal Urban Area Boundary. The Regional Urban Containment Boundary includes the *Estate Suburban Residential* designated lands directly south of Silver Valley. The *Estate Suburban Residential* designation aligns with land that is serviceable by the regional sanitary service within the Fraser Sewer Area. Where these lands are within the Regional Urban Containment Boundary, development to higher density is possible than with *Suburban Residential* designated lands, which must rely on septic disposal. The following OCP policies guide the form and density supported in the *Estate Suburban Residential* land use designation:

Policy 3-14 Urban-level residential densities will not be supported in areas designated Estate Suburban Residential

Policy 3-15 Maple Ridge will support single detached and two-family residential housing in Estate Suburban Residential areas. The Estate Suburban Residential land use designation is characterized generally by 0.4 hectare lots.

The RS-1c (One Family Urban (Low Density) Residential) allows for smaller lots (1200 square metres) than does the RS-2 Suburban Residential Zone (4000 square meters). However, the RS-1c Zone is significantly larger than most urban lots. In addition, the single detached form proposed by the applicant meet the intent of the above mentioned policies.

An OCP amendment will be required to re-designate a portion of the subject property to *Conservation* for the riparian setback area of Dogwood creek in the 128th Avenue corridor. Similar to the previous Dogwood application to the north, lands dedicated for tree conservation will be designated *Forest*. The Forest designation is described in the OCP as a designation *for the protection and maintenance of the ecological diversity and integrity of forested land within the District*. The preservation of forested lands is recognized as both environmentally and economically beneficial to the community, as outlined in two key OCP policies:

Policy 5-13 Maple Ridge will promote the retention of urban and mature trees and of natural forests and woodland areas, and ensure that additional trees and plant material are provided as part of all development proposals. To enhance the ecological integrity of the District, the use of native trees, plants and naturescape principles will also be encouraged.

Policy 6-62 To protect ecological diversity and the integrity of forested lands, Maple Ridge will retain parts of the northern slope of Thornhill as Forest. Innovative development proposals that protect unique site characteristics, ecologically sensitive areas, or amenities on lands designated Forest and within private ownership, may be considered for a density bonus. The value of the density bonus will be at Council's discretion, in return for the development providing an identified community benefit.

In particular, Policy 6-62 speaks to a density bonus framework as a mechanism for protecting unique site characteristics, such as forested lands, that provide an identified community benefit. The density bonus structure proposed for this development application, while site-specific presently, is consistent with the previous application to its north. It is noted that the OCP supports using a density bonus framework in three specific development scenarios.

Based on the September 5, 2017 Council resolution, the base density for the Estate Suburban designation will remain at 0.4 hectare (1 acre) lots. The Official Community Plan has a policy framework (outlined in Policy 2-9) for density bonus measures to increase residential density where community benefits may be realized, as follows:

Policy 2-9 Community Amenity Contributions and density bonuses may also be considered at Council's discretion for all Official Community Plan and Zoning Bylaw amending applications that are seeking a higher density than is envisioned in Schedule "A" and/or Schedule "B", to help provide a variety of amenities and facilities throughout the municipality.

This policy framework gives Council discretion to consider density bonus options on a case by case basis, where there is an opportunity to protect a unique environmental feature.

The subject application is supported for three important reasons. Firstly, the subject property is serviceable by sanitary sewer due to their location in the Fraser Sewer Area, and there is no Regional policy impediment that would require lot sizes to remain at 0.4 hectare (1 acre).

Secondly, the proposed development will ensure long term protection of significant stands of mature second growth trees under public ownership in dedicated parkland in alignment with Policy 6-62 of the OCP. The applicant maintains that more trees will be retained than would occur under the Maple Ridge Tree Protection and Management Bylaw. This application has been reviewed by the Environmental section of the Planning Department. The proposed site plan and areas for density bonus (designated as forest) meet with the objectives of each department.

Thirdly, the subdivision of this site from 2 to 5 lots ensures an adequate return for the applicant to construct the necessary road and service connection through the site. The completed road will significantly improve neighbourhood accessibility and the looping of municipal water service in the area. The sanitary sewer will also be extended further east with greater ease of connection for existing lots to the east that are currently on septic. In addition, the new road connection should significantly improve automobile, bike and pedestrian access to Yennadon Elementary School and to the nearby Historic Commercial Node. It is unlikely that these benefits would be realized without increased density, as the servicing costs for one additional lot would be prohibitive. The areas that are proposed to be protected by restrictive covenant will have the effect of enclosing the developable portions of the site with greenspace, thereby buffering the site from adjacent lower density developments.

The proposed density bonus structure used to accommodate the RS-1c (One Family Urban (Low Density) Residential) Zone will not require an OCP amendment. The Zoning Bylaw text amendment will be established to create the density bonus framework, made on a site specific basis, based on an evaluation of community benefits of the dedicated lands. This application will be providing additional dedication for tree protection rather than a cash contribution. In the absence of density bonus program in the site area, this site specific approach provides similar opportunities to the Albion Area Community Amenity Program, which has a prescribed fee schedule that applies to all developments utilizing the density bonus program in Albion.

ii) Zoning Bylaw:

The minimum lot size for the current RS-2 zone is 4000 m². The proposed text amendment is to permit lots sizes that conform with the RS-1c Zone, with minimum lot sizes of 1200 m². The proposed lot dimensions that accompany this rezoning text amendment are also reduced from the RS-2 Zone. In addition to a proposed, minimum lot size of 1200 m², the minimum lot width is proposed to be 24 metres, and minimum lot depth is proposed to be 36 metres. These dimensions in the RS-2 Zone are respectively, 36 metres, and 60 metres.

iii) Off-Street Parking And Loading Bylaw:

The Off-Street Parking And Loading Bylaw identifies a minimum of 2.0 parking spaces for a one family residential use. This can readily be accommodated on the proposed lots.

iv) Development Permits:

Pursuant to Section 8.9 of the OCP, a Watercourse Protection Development Permit application is required to ensure the preservation, protection, restoration and enhancement of watercourse and riparian areas. In addition, pursuant to Section 8.10 of the OCP, a Natural Features Development Permit application is required for all development and subdivision activity or building permits for:

- All areas designated *Conservation* on Schedule "B" or all areas within 50 metres of an area designated *Conservation* on Schedule "B", or on Figures 2, 3 and 4 in the Silver Valley Area Plan;
- All lands with an average natural slope of greater than 15 percent;
- All floodplain areas and forest lands identified on Schedule "C"

to ensure the preservation, protection, restoration and enhancement of the natural environment and for development that is protected from hazardous conditions.

v) Development Information Meeting:

A Development Information Meeting was held at Yennadon Elementary School on November 21, 2018. A total of 15 people attended the meeting. A summary of the main comments and discussions with the attendees was provided by the applicant and include the following main points:

- Increased traffic concerns along 128th Avenue
- Request for pathway on South side of corridor.
- Drainage concerns
- Lot size was inconsistent with neighbourhood context.

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

- The link through 235A Street will improve connectivity and emergency access concerns.
- Concerns for pedestrian access has been forwarded to the Engineering Department.
- Drainage concerns will be reviewed at the detailed civil design stage.
- The dedication of land at the south perimeter of the site will reduce the impact of smaller lot sizes.

vi) Parkland Requirement:

For this project, there is sufficient land that is proposed to be dedicated as park on the subject property and this land will be required to be dedicated as a condition of Final Reading.

5) Environmental Implications:

The applicant has incorporated concerns raised by the Environment Division of the Planning Department to create the best layout for protecting conservation areas and the additional dedication for the protection of significant stands of trees. In addition, the implications of the tree cutting permit have been outlined, and the requirement for protective fencing along park boundaries have been established along with a planting restoration plan.

Interdepartmental Implications:

i) Engineering Department:

The Engineering Department has reviewed this application and has established requirements for servicing, and road dedication. These requirements will be addressed through the Rezoning Servicing Agreement as a condition of final reading.

ii) Parks & Leisure Services Department:

The Parks Department was involved in the establishment of dedicated park areas and provided a favorable review of the final layout.

iii) Fire Department:

The Fire Department established conditions for securing the existing building prior to demolition, and for road width standards for emergency access.

6) Intergovernmental Issues:

i) Local Government Act:

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

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

7) Citizen/Customer Implications:

Opportunities for public input have been provided at the November 21, 2018 Development Information that was hosted by the applicant. Additional opportunities will be provided at the required public hearing as this application advances.

CONCLUSION:

It is recommended that first and second reading be given to OCP Amending Bylaw No. 7530-2019, that second reading be given to Zone Amending Bylaw No 7392-2017, and that application 2017-184-RZ be forwarded to Public Hearing.

"Original signed by Diana Hall"

Prepared by: **Diana Hall, M.A, MCIP, RPP**
Planner

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

"Original signed by Frank Quinn" for

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

The following appendices are attached hereto:

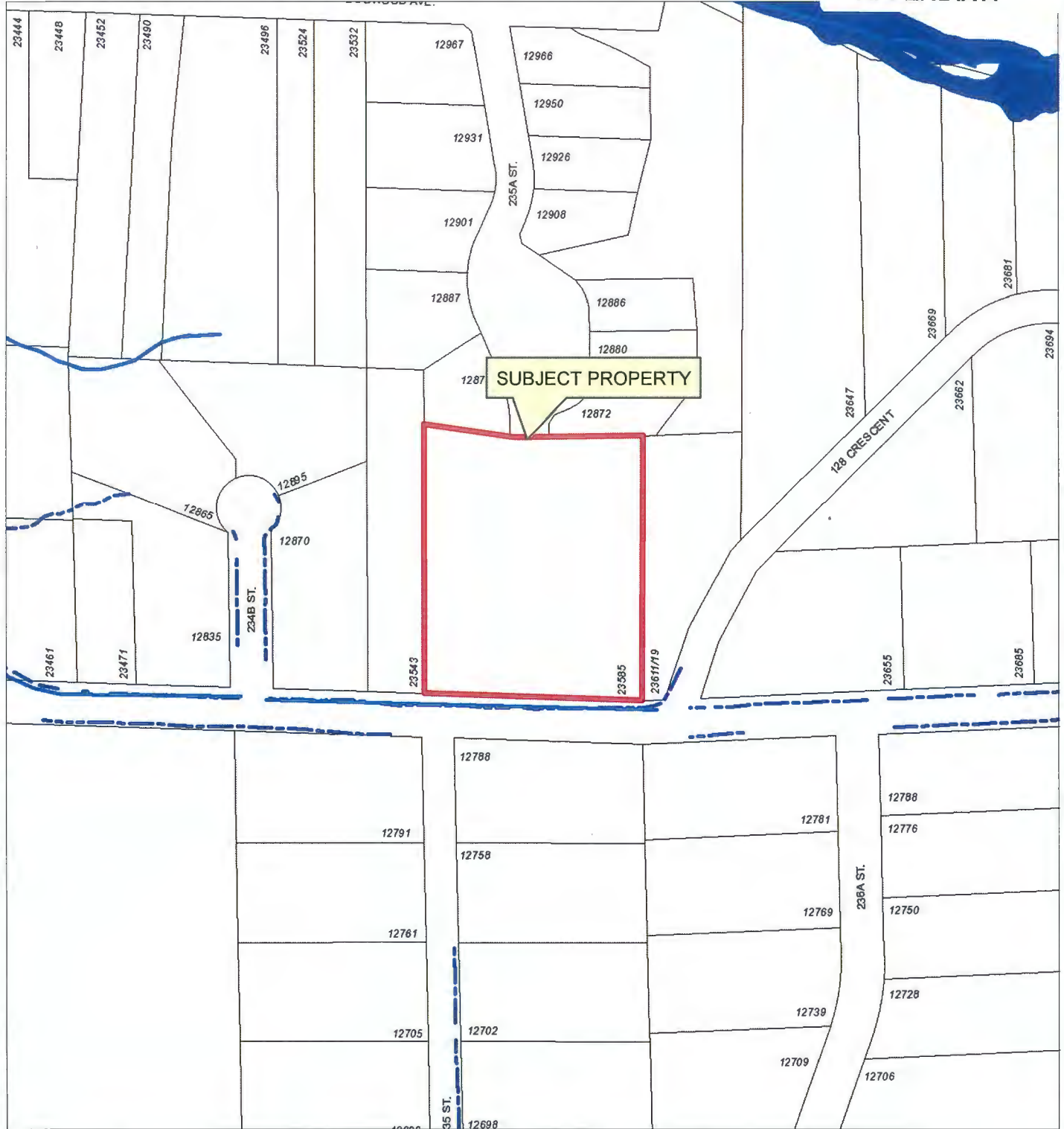
Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – OCP Amending Bylaw No. 7530-2019

Appendix D – Zone Amending Bylaw No. 7392-2017

Appendix E – Site Plan showing trees and additional dedication.



Scale: 1:2,500

Legend

- Stream
- Ditch Centreline
- Edge of River
- Indefinite Creek
- █ River
- Major Rivers & Lakes

23585 128 AVENUE

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2017-184-RZ
DATE: May 5, 2017

BY: PC



23585 128 AVENUE

PLANNING DEPARTMENT



MAPLE RIDGE

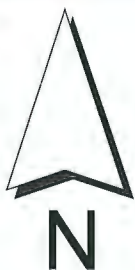
British Columbia

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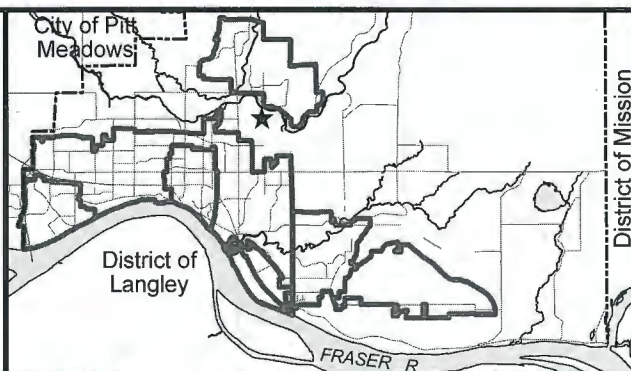
FILE: 2017-184-RZ

DATE: May 5, 2017

BY: PC



Scale: 1:2,500



CORPORATE OFFICER



MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7530-2019

Map No. 993

From: Estate Suburban Residential

To:  Conservation
 Forest



SCALE 1:2,500

CITY OF MAPLE RIDGE

BYLAW NO. 7392-2017

A Bylaw to amend the text of Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended.

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7103 - 2014."
2. Section 601 ONE FAMILY AND TWO FAMILY RESIDENTIAL ZONES (R-1, R-2, R-3, RS-1, RS-1a, RS-1b, SRS, RS-1c, RS-1d, RS-2, RS-3, RT-1, RE, CD-1-93) Subsection C. REGULATION FOR THE SIZE, SHAPE AND SITING OF BUILDINGS AND STRUCTURES of Maple Ridge Zoning Bylaw No. 3510 - 1985 is amended by adding the following as item 19:

“(19) DENSITY BONUS REGULATIONS

- (a) A Density Bonus is permitted on the parcels or tracts of land and premises known and described as:

23585 128th Avenue Lot: 24, Section: 28, Township: 12, Plan: NWP38973
provided that the owner dedicates park land for the purpose of tree preservation, exclusive of Environmentally Sensitive Area lands and park dedication required by Local Government Act Section 510 Provision of Park Land.

- (b) The base density is a minimum subdivision lot area of 4,000 m², minimum subdivision lot width of 36 metres, and minimum subdivision lot depth of 60 metres. A Density Bonus is an option in the RS-2 zone as follows:

- (i) The owner must dedicate as park land at least 2922 m² in any subdivision containing one or more lots with an area of less than 4,000 m², as a condition of subdivision approval by the Approving Officer, such area to be acceptable to the Approving Officer for the purpose of preserving mature trees on the parent parcel.

- (ii) The maximum density bonus is:

- A) Minimum lot area of 1,200 m²
- B) Minimum lot width of 24 m
- C) Minimum lot depth of 36 m

3. Zoning requirements for the RS-1c zone shall apply and supersede the zoning requirements for the RS-2 zone for any subdivision approved pursuant to this item 19.”

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

READ a first time the 10th day of October, 2017.

READ a second time the day of , 20

PUBLIC HEARING held the day of , 20

READ a third time the day of , 20

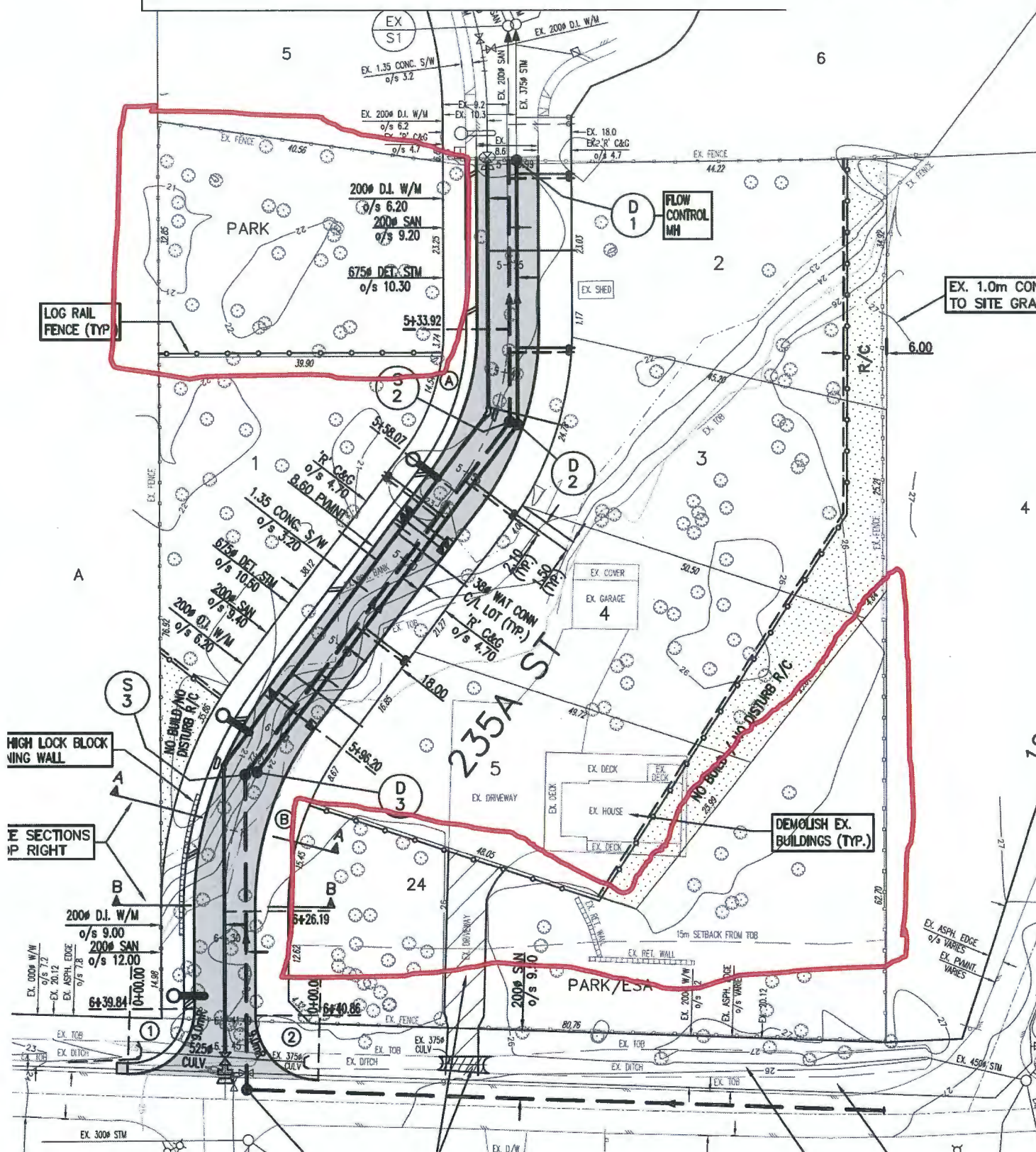
APPROVED by the Ministry of Transportation and Infrastructure this day of , 20

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER

APPENDIX E



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

MEETING DATE: February 5, 2019
FILE NO: 2019-004-DVP
MEETING: C o W

SUBJECT: Development Variance Permit
12705 235 Street

EXECUTIVE SUMMARY:

Development Variance Permit application (2019-004-DVP) has been received in conjunction with a Building Permit application to erect a Detached Garden Suite with attached garage. The requested variance is to reduce the asphalt width requirement, from 7m to 6m.

Since the existing asphalt width of 6m provides an adequate level of service for the road, the variance can be supported. It is recommended that Development Variance Permit 2019-004-DVP be approved.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2019-004-DVP respecting property located at 12705 235 Street.

DISCUSSION:

a) Background Context

Applicant: Wayne F Friesen
Legal Description: Lot A, Section 21, Township 12, New Westminster
District Plan 75557

OCP :
Existing: Suburban Residential
Proposed: Suburban Residential

Zoning:
Existing: RS-2 (One Family Suburban Residential)
Proposed: RS-2 (One Family Suburban Residential)

Surrounding Uses:

North:	Use:	Residential
	Zone:	RS-2 (One Family Suburban Residential)
	Designation	Estate Suburban Residential
South:	Use:	Residential
	Zone:	RS-2 (One Family Suburban Residential)
	Designation:	Suburban Residential

East:	Use:	Residential
	Zone:	RS-2 (One Family Suburban Residential)
	Designation:	Suburban Residential
West:	Use:	Residential
	Zone:	RS-3 (One Family Rural Residential and RS-2 (One Family Suburban Residential)
	Designation:	Agricultural and within ALR
Existing Use of Property:		
Proposed Use of Property:		Residential
Site Area:		4040m ² (1 acre)
Access:		235 Street
Servicing:		Rural

b) Project Description:

The subject property is approximately 1 acre (0.4 ha) in size, and is relatively flat with a small slopes ridge along the south-east corner. The subject property is bound by suburban and rural residential lots, and 235 Street to the east (see Appendix A and B). An existing dwelling is on the lot and the applicant is proposing to erect a Detached Garden Suite (DGS) with an attached garage in the backyard. The proposed DGS with accessory use attached is acceptable, while fire separation is required to ensure safety and habitable space in the DGS, as regulated in the Zoning Bylaw. The subject variance is required to reduce the required asphalt width of the local rural road, 235 Street.

c) Variance Analysis:

The Zoning Bylaw establishes general minimum and maximum regulations for single family development. A Development Variance Permit allows Council some flexibility in the approval process.

The requested variances and rationale for support are described below (see Appendices B and C):

1. *Subdivision and Development Services Bylaw No. 4800-1993, Schedule D (Design Criteria Manual) and F (Supplementary Standard Detail Drawings):* To reduce the asphalt width requirement for a Local Rural Road, from 7m to 6m.

In accordance with the *Development Procedures Bylaw No. 5879-1999*, notice of Council consideration of a resolution to issue a Development Variance Permit was mailed to all owners or tenants in occupation of all parcels, any parts of which are adjacent to the property that is subject to the permit.

CONCLUSION:

The proposed variance is supported for the reasons described above, therefore it is recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2019-004-DVP.

"Original signed by Therese Melser"

Prepared by: **Therese Melser**
Planning Technician

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

"Original signed by Frank Quinn" for

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

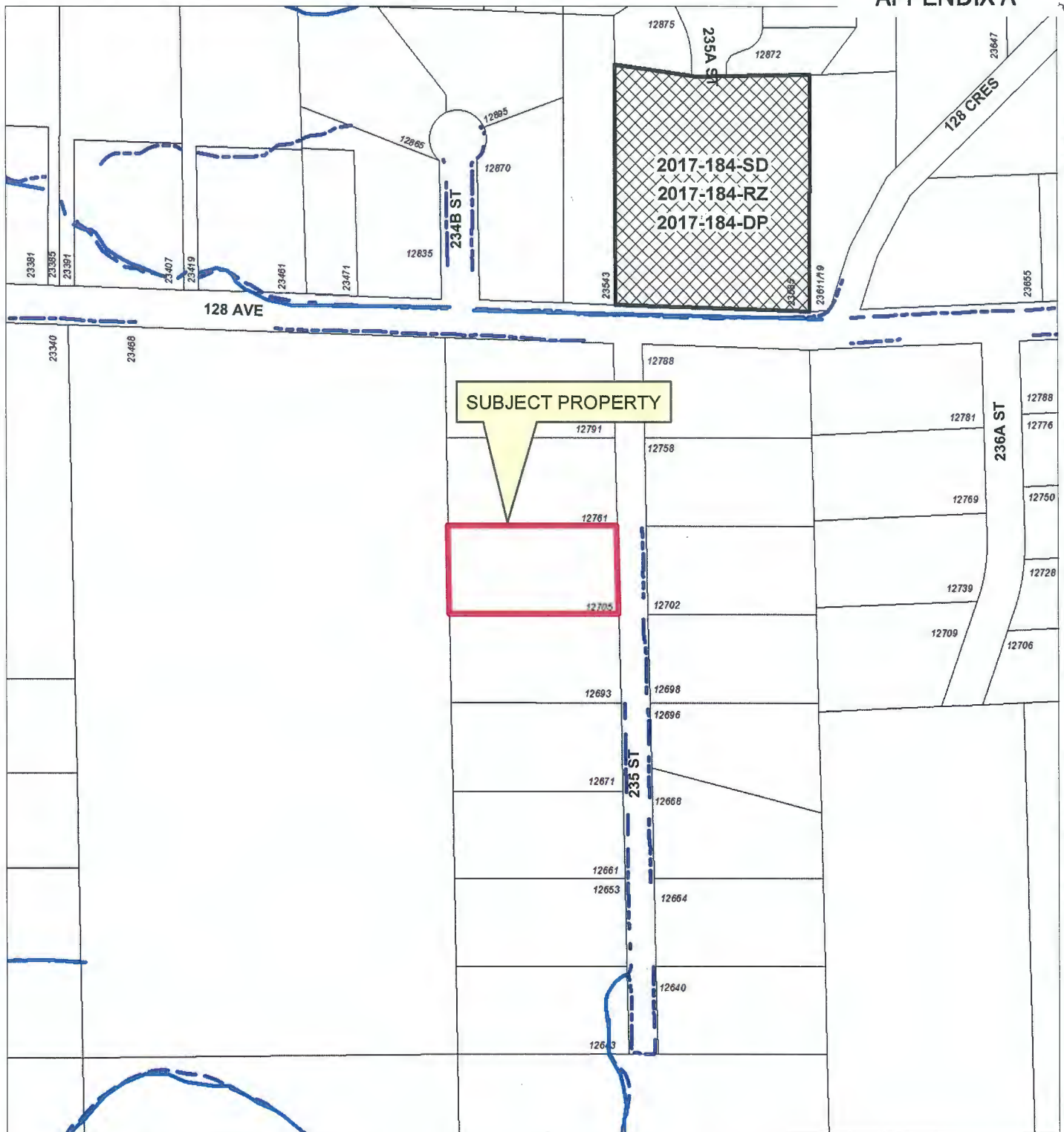
The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – Site Plan Variance request

APPENDIX A



SUBJECT PROPERTY

2017-184-SD
2017-184-RZ
2017-184-DP

Legend

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

12705 235 ST

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2019-004-VP

DATE: Jan 15, 2019

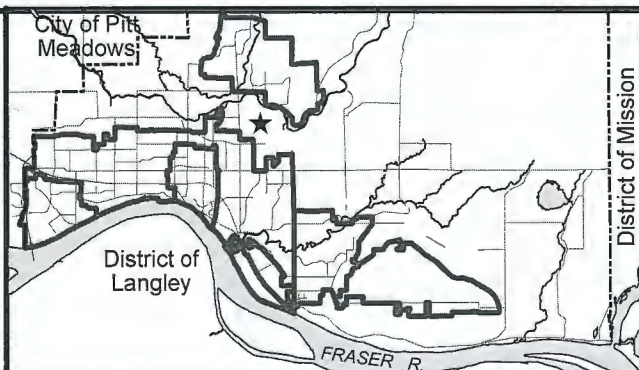
BY: LP



Scale: 1:2,800



Scale: 1:2,800



12705 235 ST

PLANNING DEPARTMENT



MAPLE RIDGE

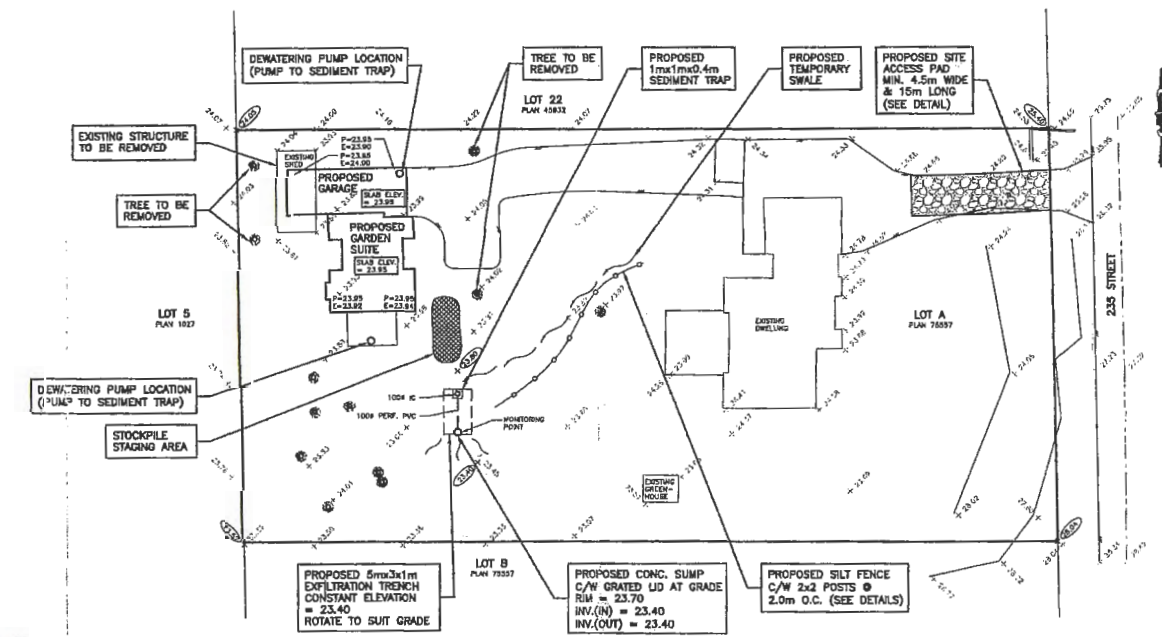
British Columbia

mapleridge.ca

FILE: 2019-004-VP

DATE: Jan 15, 2019

BY: LP



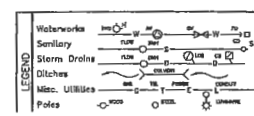
SURVISED AUGUST 2, 2017 BY:
 COLIN PACE (AUST SURVEYING LTD.)
 Professional Land Surveyors
 1335-17-88th Avenue
 Burnaby, B.C. V5A 4G8
 Tel: 604-536-2700
 Email: P.O.Pace@colinpace.com
 File: 17040227-18

Site Plan for Development Variance
 (to induce compliance with requirement)
 WAYNE FRIESEN
 Designer



LEGAL:
 LOT 5, SECTION 21, TOWNSHIP 12,
 MAP PLAN 75537

BOUNDARY
 SURVEYMENT 1000x1000m
 ELEVATION: 18.35m METERS



100% HCL ON SURFACE
 100% HCL BELOW SURFACE
 EXISTING ELEVATION
 PROPOSED GROUND ELEV.
 PROPOSED GROUND ELEV.
 AT EXISTING/OR ORIGINAL
 GROUND
 DEVELOPER'S SWALE

NOTES:

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NO.	DATE	DESCRIPTION
1	OCT. 10/18	ISSUED FOR PERMIT

NEALE ENGINEERING LTD.
 2102, 18445 - 88th Avenue, Langley, B.C. V3M 3T2 Tel: (604) 8
 Fax: (604) 8

PROJECT: **PROPOSED GARDEN SUITE**
WAYNE & JULIE FRIESEN
12705 - 235 STREET, MAPLE RIDGE, BC

DATE: OCT. 2/18

SCALE: 1:250

DATE: OCT. 2/18

18-405

2 OF 3

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

MEETING DATE: February 5, 2019
FILE NO: 2016-176-DVP
MEETING: C o W

SUBJECT: Development Variance Permit
23710 133 Avenue

EXECUTIVE SUMMARY:

Development Variance Permit application 2016-176-DVP has been received for the subject property, located at 23710 133 Avenue, in conjunction with a Rezoning application, Multi-Family Development Permit application, Wildfire Development Permit application and Watercourse Protection and Natural Features Development Permit application. The requested variances are to:

1. Reduce the minimum front yard setback from 7.5m (24.6 ft.) to 6.0m (19.7 ft.) to the principal building face;
2. Reduce the minimum rear yard setback for Block 3 from 7.5m (24.6 ft.) to 4.0m (13.1 ft.);
3. Reduce the minimum interior yard setback for Blocks 1 through 4 from 6.0m (19.7 ft.) to 3.5m (11.5 ft.) at its farthest distance;
4. Increase the maximum building height for Blocks 1 through 4 from 11m (36.1 ft.) to 12.2m (40.0 ft.) at its highest point; and
5. Reduce the minimum required Usable Open Space for Blocks 1, 2 and 3 from 45m² (484 ft²) to 40m² (431 ft²) at its smallest area.

Council will be considering final reading for rezoning application 2016-176-RZ on February 12, 2019

It is recommended that Development Variance Permit 2016-176-DVP be approved.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2016-176-DVP respecting property located at 23710 133 Avenue.

DISCUSSION:

a) Background Context

Applicant:	Hillside Ventures Ltd.
Legal Description:	Lot 4 Section 28 Township 12 New Westminster District Plan EPP73927
OCP:	
Existing:	Medium/High Density Residential
Zoning:	
Existing:	RS-3 (One Family Rural Residential) and
Proposed:	RM-1 (Townhouse Residential)

Surrounding Uses:

North:	Use:	Single Family Residential
	Zone:	CD-1-93 (Amenity Residential District)
	Designation:	Medium/High Density Residential
South:	Use:	Park
	Zone:	RS-1b (One Family Urban (Medium Density) Residential)
	Designation:	Conservation
East:	Use:	Park
	Zone:	P-1 (Park and School)
	Designation:	Neighbourhood Park, Conservation, Medium/High Density Residential
West:	Use:	Multi-Family Residential
	Zone:	RM-1 (Townhouse Residential)
	Designation:	Medium/High Density Residential

Existing Use of Property:	Single Family Residential
Proposed Use of Property:	Multi-Family Residential
Site Area:	0.34 ha (0.84 acres)
Access:	133 Avenue
Servicing requirement:	Urban Standard
Concurrent Applications:	2016-176-RZ, 2016-176-DP, 2016-175-DP, 2017-004-DP

b) Project Description:

The subject property is 0.34 ha (0.84 acres) in area, and is bound by single family and multi-family developments to the west, single family lots to the north, Maple Ridge Park Creek to the south, and Cedar Park to the east (see Appendices A and B). Large boulders and rocky outcrops have been identified throughout the property, with a significant rock feature located along the eastern boundary of the site.

The applicant is proposing a townhouse development consisting of 16 units. Access to the townhouse site will be from 133 Avenue. All units are proposed to have double-car garages. A common activity area is proposed along the eastern property boundary, between Blocks 3 and 4. Retaining walls are proposed along the western property boundary to mitigate the grade changes on site.

c) Variance Analysis:

The Zoning Bylaw establishes general minimum and maximum regulations for development. A Development Variance Permit allows Council some flexibility in the approval process.

The requested variances and rationale for support are described below (see Appendix C):

1. *Zoning Bylaw No. 3510 -1985*, Part 6, Section 602, 6. SITING a): To reduce the minimum front yard setback from 7.5m (24.6 ft.) to:
 - i. 6.0m (19.7 ft.) to the building face for Unit 1 in Block 1;
 - ii. 5.8m (19.0 ft.) to the roof overhang for Unit 1 in Block 1;
 - iii. 6.8m (22.3 ft.) to the building face for Unit 16 in Block 4; and
 - iv. 6.0m (19.7 ft.) to the roof overhang for Unit 16 in Block 4.

The reduced front yard setbacks are supported as they improve the street presence and aesthetics of the development.

2. *Zoning Bylaw No. 3510 -1985, Part 6, Section 602, 6. SITING a):* To reduce the minimum rear yard setback from 7.5m (24.6 ft.) to:
 - i. 4.0m (13.1 ft.) to the building face for Unit 10 in Block 3.

The reduced rear yard setback is supported as the property line is angled, therefore the reduced setback allows for an adequate buildable area. The property also backs onto dedicated parkland, so there will not be a negative impact on an adjacent property.

3. *Zoning Bylaw No. 3510 -1985, Part 6, Section 602, 6. SITING b):* To reduce the minimum interior yard setback from 6.0m (20 ft.) to:
 - i. 3.4m (11.2 ft.) at Block 1 (for deck);
 - ii. 3.5m (11.5 ft.) at Block 2 (for deck);
 - iii. 3.3m (10.8 ft.) at Block 3 (for deck); and
 - iv. 3.4m (11.2 ft.) at Block 4 (for deck).

The reduced interior side yard setback is supported for the deck and deck roof as it will allow for more useable outdoor space.

4. *Zoning Bylaw No. 3510 -1985, Part 6, Section 602, 7. SIZE OF BUILDINGS AND STRUCTURES a):* To increase the maximum building height from 11.0m (36 ft.) to:
 - i. 12.2m (40.0 ft.) for Block 1; and
 - ii. 11.8m (38.7 ft.) for Blocks 2 through 4.

These increases in height are supported because of the grades on the property running from the northeast to the southwest. As well, the traditional design of the buildings and their roof pitch further contribute to the need for the height variance.

5. *Zoning Bylaw No. 3510 -1985, Part 6, Section 602, 8. OTHER REGULATIONS d) and Part 2, INTERPRETATION:* To reduce the minimum required Usable Open Space per 3 bedroom unit from 45m² (484 ft²), to:
 - i. 40.2m² (433 ft²) for Unit 1
 - ii. 41.4m² (446 ft²) for Unit 2;
 - iii. 41.8m² (450 ft²) for Unit 3;
 - iv. 44.4m² (478 ft²) for Unit 5;
 - v. 42.4m² (456 ft²) for Units 6, 7 and 8;
 - vi. 41.6m² (448 ft²) for Unit 9; and
 - vii. 43.9m² (473 ft²) for Unit 10.

These variances are supported as the shortfall of 24.5m² (264 ft²) of Usable Open Space is provided in the Community Amenity Space. Overall, the required amount of Community Amenity Space is 80m² (861 ft²) and 112m² (1,206 ft²) is being provided.

d) Citizen/Customer Implications:

In accordance with the *Development Procedures Bylaw No. 5879-1999*, notice of Council consideration of a resolution to issue a Development Variance Permit was mailed to all owners or tenants in occupation of all parcels, any parts of which are adjacent to the property that is subject to the permit.

CONCLUSION:

The proposed variances are supported due to the grades on the property and traditional design of the buildings. Supported variances also contribute to desirable street presence and functional buildable areas within the development.

It is therefore recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2016-176-DVP.

“Original signed by Adam Rieu”

Prepared by: Adam Rieu
Planning Technician

“Original signed by Christine Carter”

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

“Original signed by Frank Quinn”

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

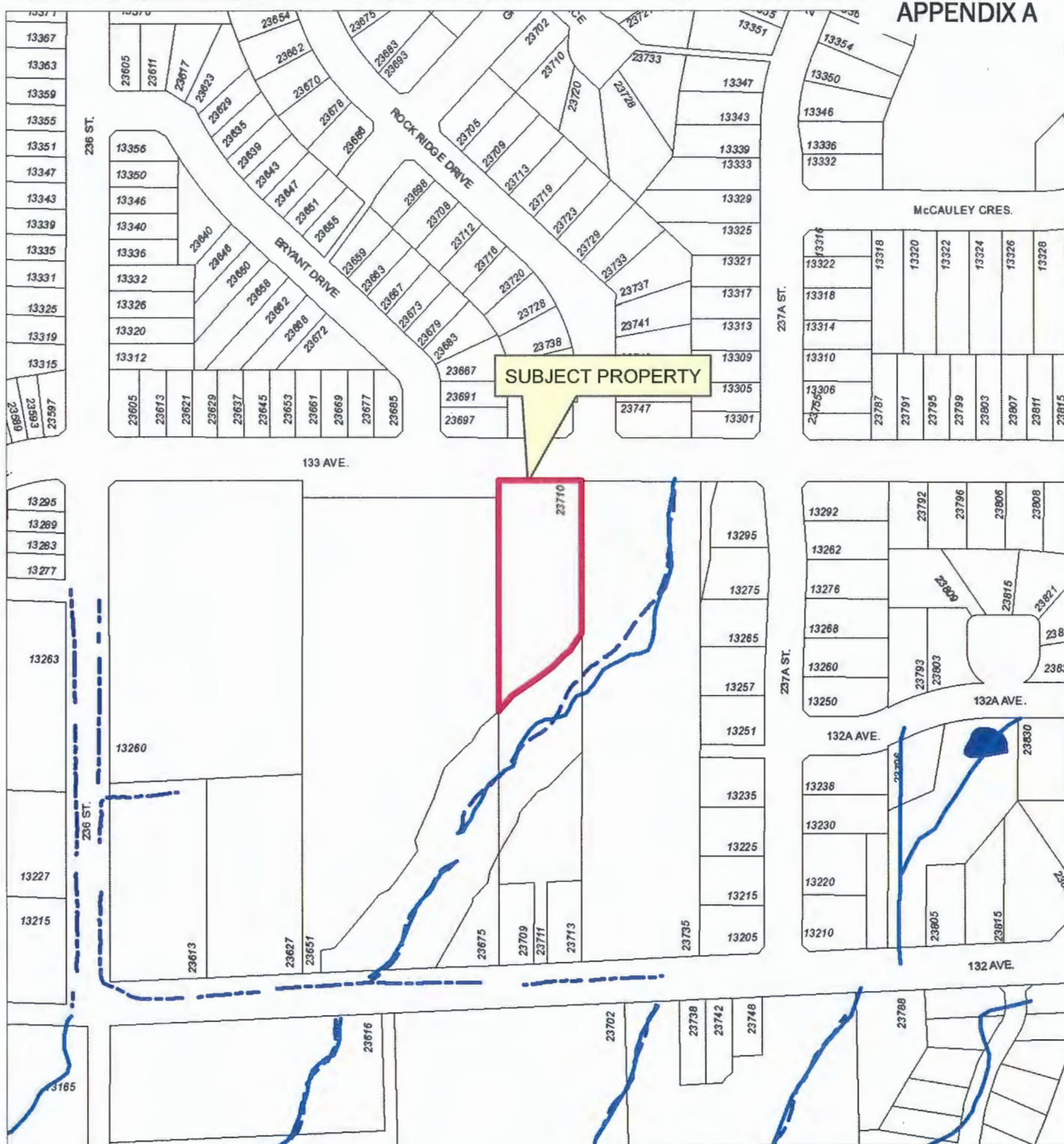
“Original signed by Frank Quinn” for

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

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – Proposed Variances

APPENDIX A



Legend

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

23710 133 Ave

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

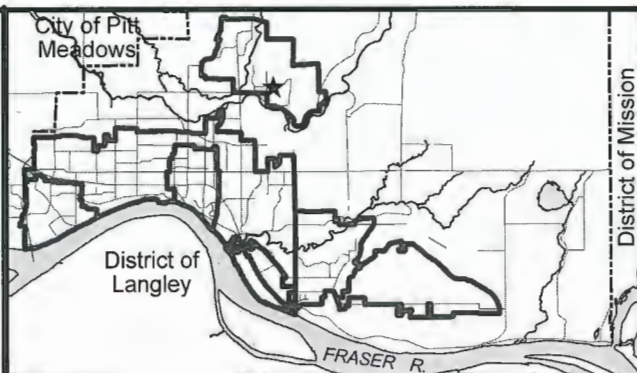
FILE: 2016-176-VP
DATE: Jan 17, 2019

BY: LP

Scale: 1:2,500



Scale: 1:2,500



23710 133 Ave

PLANNING DEPARTMENT



MAPLE RIDGE

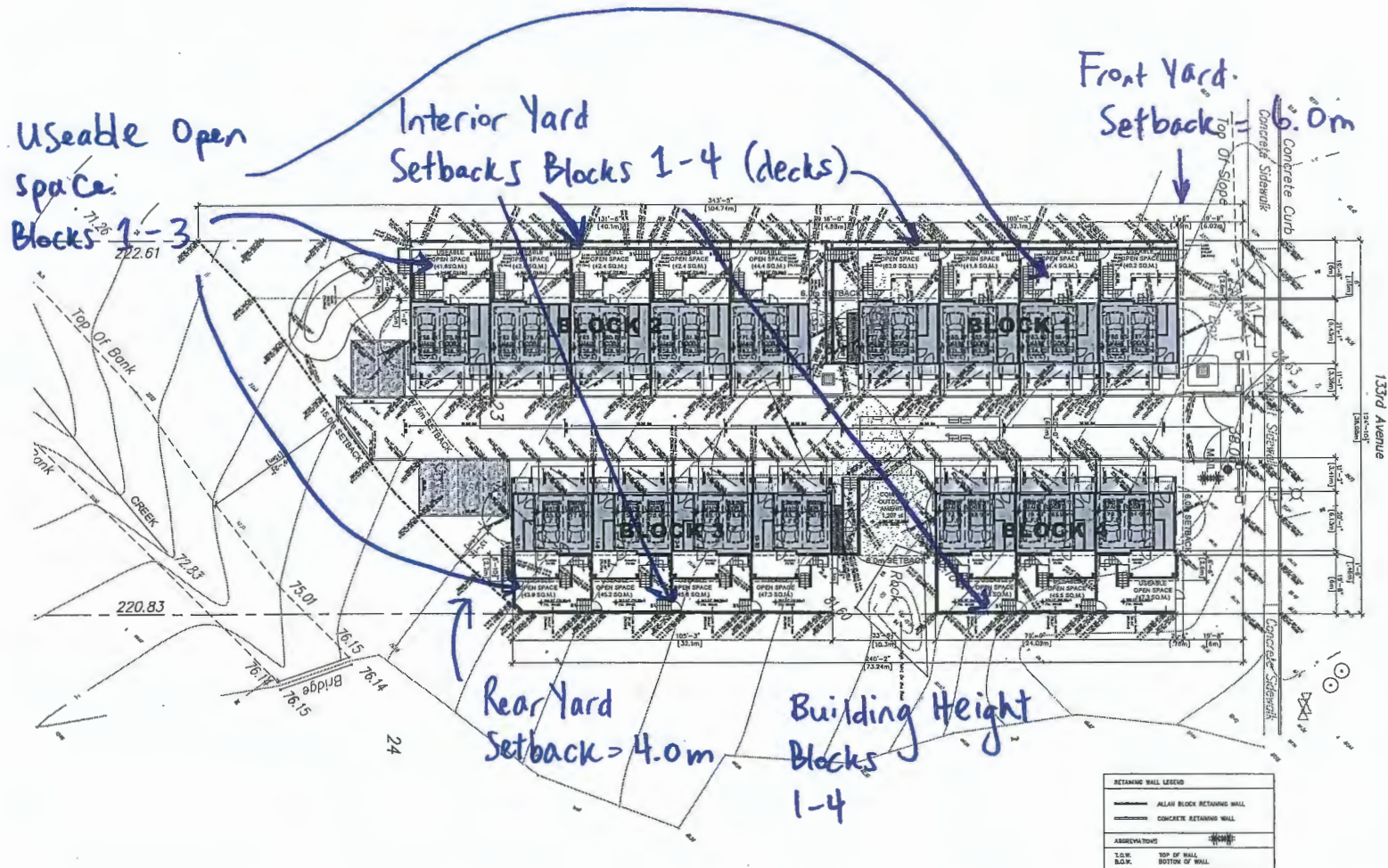
British Columbia

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FILE: 2016-176-VP
DATE: Jan 17, 2019

BY: LP

Proposed Variances 2016-176-DVP



23710 133 AVENUE

23710 133 AVENUE, MAPLE RIDGE, B.C.

ATELIER PACIFIC ARCHITECTURE INC.
APRIL 23, 2018

Proposed Townhouse Development



PROJECT
NORTH

DP 1.0

SITE PLAN

SCALE: 1:200

APPENDIX C

City of Maple Ridge

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

MEETING DATE: February 5, 2019
FILE NO: 2016-176-DP
MEETING: C o W

**SUBJECT: Development Permit
23710 133 Avenue**

EXECUTIVE SUMMARY:

A Multi-Family Development Permit application has been received for the subject property, located at 23710 133 Avenue, for a 16 unit townhouse development consisting of four buildings, under the RM-1 (Townhouse Residential) zone. This application is subject to the Multi-Family Residential Development Permit Area Guidelines, which establish the form and character of multi-family development, with the intent to enhance the existing neighbourhood with compatible housing styles that meet diverse needs and minimize potential conflicts on neighbouring land uses.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2016-176-DP respecting property located at 23710 133 Avenue.

DISCUSSION:

a) Background Context:

Applicant:	Hillside Ventures Ltd.
Legal Description:	Lot 4 Section 28 Township 12 New Westminster District Plan EPP73927
OCP:	
Existing:	Medium/High Density Residential
Zoning:	
Existing:	RS-3 (One Family Rural Residential) and
Proposed:	RM-1 (Townhouse Residential)
Surrounding Uses:	
North:	Use: Single Family Residential Zone: CD-1-93 (Amenity Residential District) Designation: Medium/High Density Residential
South:	Use: Park Zone: RS-1b (One Family Urban (Medium Density) Residential) Designation: Conservation
East:	Use: Park Zone: P-1 (Park and School) Designation: Neighbourhood Park, Conservation, Medium/High Density Residential

West:	Use:	Multi-Family Residential
	Zone:	RM-1 (Townhouse Residential)
	Designation:	Medium/High Density Residential
Existing Use of Property:		Single Family Residential
Proposed Use of Property:		Multi-Family Residential
Site Area:		0.34 ha (0.84 acres)
Access:		133 Avenue
Servicing requirement:		Urban Standard

b) Project Description:

The subject property is 0.34 ha (0.84 acres) in area, and is bound by single family and multi-family lots to the west, single family lots to the north, Maple Ridge Park Creek to the south, and Cedar Park to the east (see Appendices A and B). Large boulders and rocky outcrops have been identified throughout the property, with a significant rock feature located along the northeast boundary of the site. The area around Maple Ridge Park Creek has been dedicated to the City as part of an approved adjacent single family development directly south (2016-175-RZ).

The applicant is proposing a townhouse development consisting of 16 units in four buildings. Access to the townhouse site will be from 133 Avenue. All units are proposed to have double-car garages. A common activity area is proposed along the eastern property boundary, between blocks three and four. Retaining walls are proposed along the western property boundary to mitigate the grade changes on site. The architectural aesthetics of the proposed development utilize both traditional and modern elements, including a gable roof form, as well as contemporary details of clean straight building lines, neutral colours and large windows.

c) Planning Analysis:

Official Community Plan:

The subject property is located within the Silver Valley Area Plan, just outside the River Village. The Official Community Plan (OCP) designation for the subject property is *Medium/High Density Residential*, which allows both single family and multi-family housing forms. Densities of 30-50 units per hectare are encouraged for the River Village area and may include attached as well as detached fee-simple housing. The proposed RM-1 (Townhouse Residential) development, at 16 units per 0.34 hectare, is approximately 47 units per hectare, and therefore complies with the *Medium/High Density Residential* designation within the Silver Valley Area Plan.

Design features of the Silver Valley Area Plan include concentrating higher density residential development into the Hamlets and the River Village. These areas were planned to be within walking distance of commercial uses. Residential densities outside of these core areas were reduced overall, through clustering or retention of larger lots, to retain significant natural amenities and protect view corridors. The subject property is situated on the peripheries of River Village, but maintains the higher density found within the River Village. As per the 'Design Guidelines for Residential Developments' within the Silver Valley Area Plan, "*The form and character of townhousing developments should be compatible with neighbouring residential scale and should reflect the design variety of its context.*"

Zoning Bylaw

The current application proposes to rezone the subject property from RS-3 (One Family Rural Residential) to RM-1 (Townhouse Residential) to permit the future development of approximately 16 townhouse units (see Appendix).

A Development Variance Permit application has been received for this project and involves the following variances:

1. Reduce the minimum front yard setback from 7.5m (24.6 ft.) to 6.0m (19.7 ft.) to the principal building face;
2. Reduce the minimum rear yard setback for Block 3 from 7.5m (24.6 ft.) to 4.0m (13.1 ft.);
3. Reduce the minimum interior yard setback for Blocks 1 through 4 from 6.0m (19.7 ft.) to 3.5m (11.5 ft.) at its farthest distance;
4. Increase the maximum building height for Blocks 1 through 4 from 11m (36.1 ft.) to 12.2m (40.0 ft.) at its highest point; and
5. Reduce the minimum required Usable Open Space for Blocks 1, 2 and 3 from 45m² (484 ft²) to 40m² (431 ft²) at its smallest area.

Off-Street Parking and Loading Bylaw:

The *Off-Street Parking and Loading Bylaw No. 4350 – 1990* requires that the RM-1 (Townhouse Residential) zone provide two off-street parking spaces per dwelling unit, plus 0.2 spaces per dwelling unit designated for visitors. There are 16 dwelling units proposed, therefore, 32 resident parking spaces are provided and five visitor parking spaces, including one accessible parking space, which is in conformance with the requirements of the *Off-Street Parking and Loading Bylaw*.

d) Advisory Design Panel:

The Advisory Design Panel (ADP) reviewed the development plans for form and character of the proposed development and the landscaping plans at a meeting held on May 16, 2018. The Panel provided the following comments, which have since been resolved, as outlined below by the project architect:

- Make a connection from the proposed south pathway to the central drive aisle;
A connection has been provided from the central drive aisle to the proposed south pathway.
- Provide building, landscape and amenity lighting plans;
Site lighting has been added to the front of each unit entry. As well, lighting is provided at the outdoor amenity area.
- Introduce alternative colour palettes and contrast for the buildings;
Revised colour elevations provided.
- Consider accent colours or features to enliven the facades;
The contrast of the trim and panel bring out the Tudor feature. Wood brackets are added to the roof overhang.
- Consider the addition of master bedroom patios;
Front and back balconies are provided from kitchen and living area. We (the applicant / architect) feel that the two balconies with the rear patio provide more than the 45 m² requirement.

- ADP has consistently requested that vinyl materials not be applied;
All vinyl has been replaced with fiber reinforced cement material.
- Architecturally improve the end elevations of the buildings;
Colour side elevations are provided. The side elevation façade area is quite small. Where the façade is facing the public street, cultured stone, flower planter and window side panels are provided to make the building appear to be street facing. Where the façade is facing the amenity space or parking stalls, bay windows are provided with contrasting colour and materials. Additional windows have also been added where possible in the master bedroom located on the side elevation.

e) Environmental Implications:

An Environmental Assessment, Arborist Report, and Geotechnical Report were provided as part of the development application. The northeastern portion of the subject property is higher in elevation and slopes down towards the southwest. Vegetation on the subject property is mainly comprised of mixed forest that remains relatively undisturbed. Large boulders and rocky outcrops have been identified throughout the property, with one significant large boulder identified along the northeast boundary of the site. The boulder feature will be retained, as this is the proposed location of the common activity area (see Appendix E). The watercourse to the south of the subject property, Maple Ridge Park Creek, was dedicated to the City of Maple Ridge as part of a previously approved development (2016-175-DP). The applicant has proposed to outfall their stormwater from the development into Maple Ridge Park Creek, and as such, an appropriate design has been provided for the stormwater outfall channel.

f) Citizen/Customer Implications:

A Development Information Meeting (DIM) was held on June 18, 2018 and Public Hearing was held on October 9, 2018. Final reading of the subject property will be considered at the February 12, 2019 Council meeting.

g) Financial Implications:

In accordance with Council's Landscape Security Policy, a refundable security equivalent to 100% of the estimated landscape cost will be provided to ensure satisfactory provision of landscaping in accordance with the terms and conditions of the Development Permit. Based on an estimated landscape cost of \$163,677.90, the security will be \$163,677.90.

CONCLUSION:

As the development proposal complies with the Multi-Family Development Permit Area Guidelines of the OCP for form and character, it is recommended that 2016-176-DP be given favourable consideration.

"Original signed by Adam Rieu"

Prepared by: **Adam Rieu**
Planning Technician

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

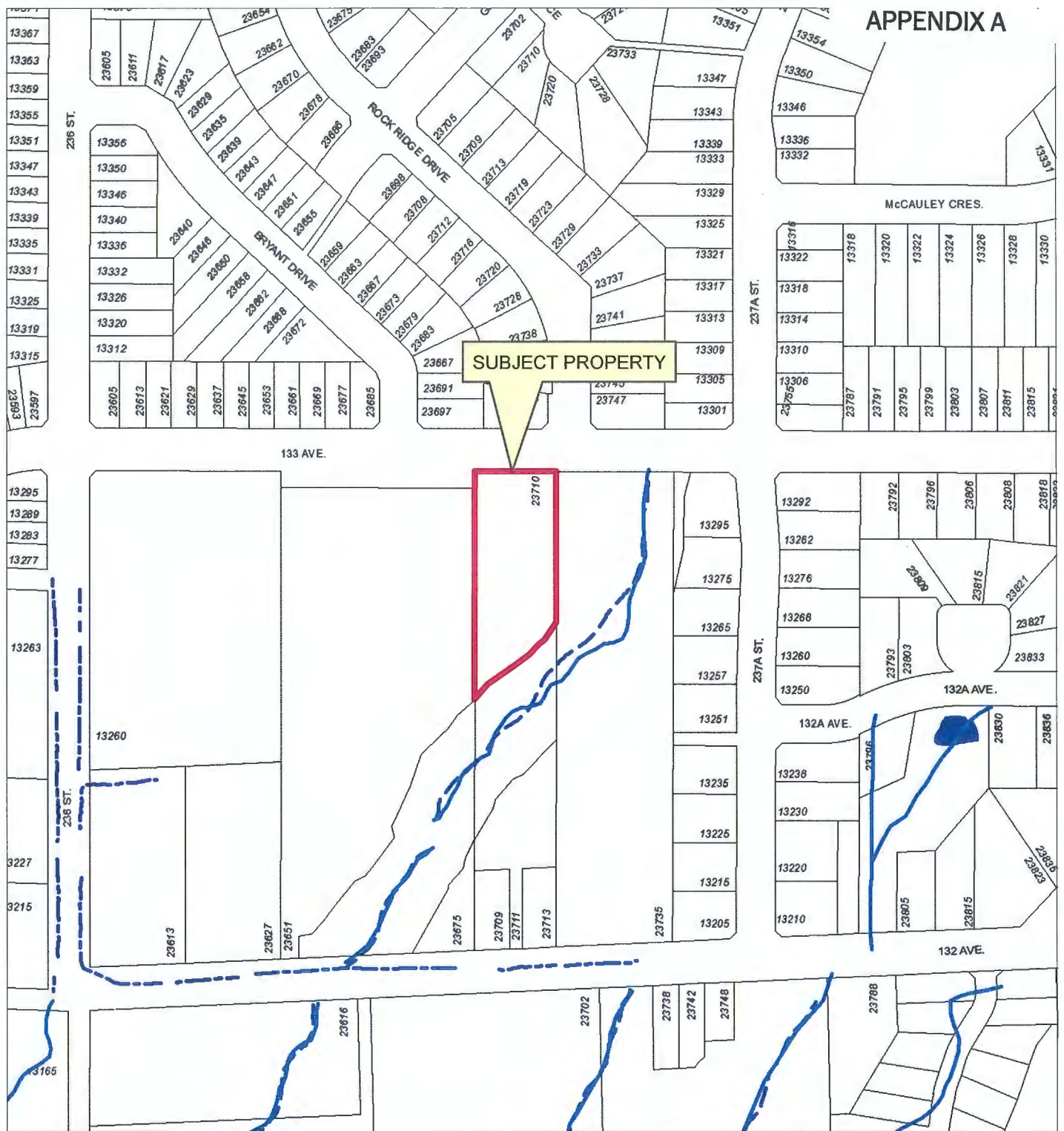
"Original signed by Frank Quinn" for

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

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – Site Plan
- Appendix D – Building Elevations
- Appendix E – Landscape Plans

APPENDIX A



SUBJECT PROPERTY

Legend

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

23710 133 AVE

PLANNING DEPARTMENT



MAPLE RIDGE

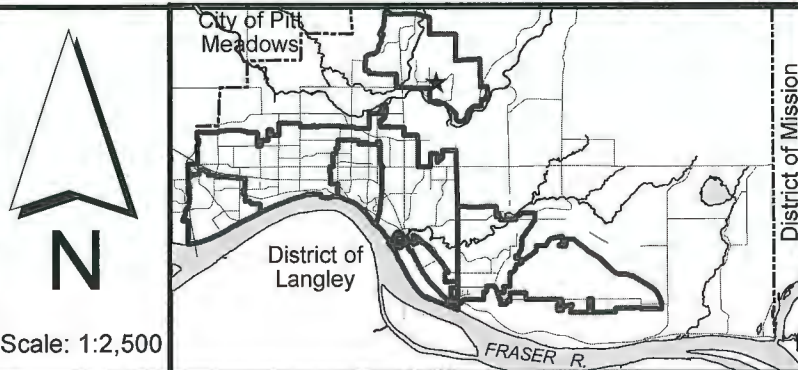
British Columbia

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FILE: 2016-176-DP
DATE: Jan 28, 2019

BY: LP

Scale: 1:2,500



Scale: 1:2,500

23710 133 AVE

PLANNING DEPARTMENT



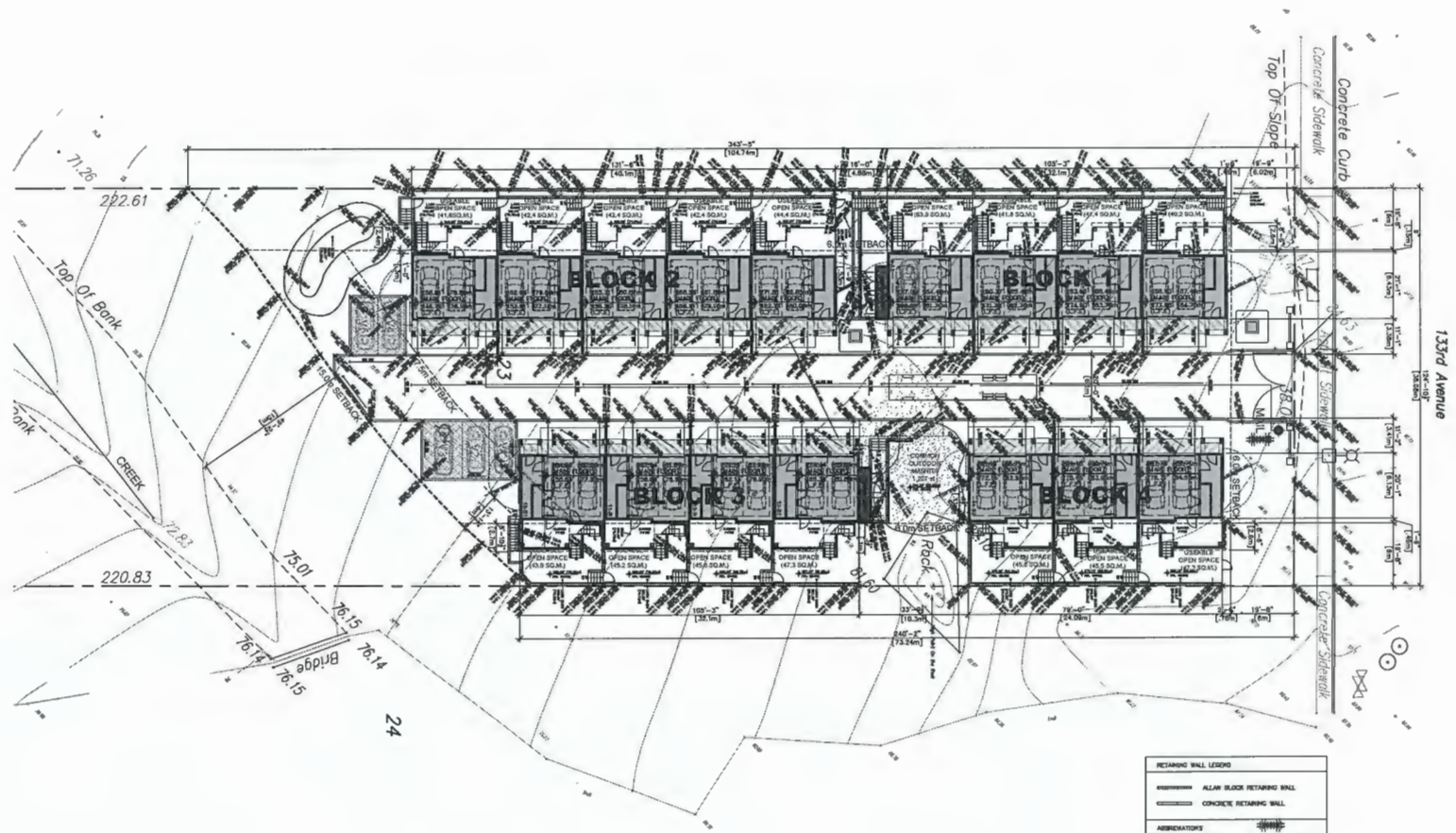
MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2016-176-DP
DATE: Jan 28, 2019

BY: LP



RETAINING WALL LEGEND	
	ALLAN BLOCK RETAINING WALL
	CONCRETE RETAINING WALL
ABBREVIATIONS	
T.S.M.	TOP OF WALL
B.S.M.	BOTTOM OF WALL



PROJECT
NORTH

23710 133 AVENUE

Proposed Townhouse Development

23710 133 AVENUE, MAPLE RIDGE, B.C.

ATELIER PACIFIC ARCHITECTURE INC.
APRIL 23, 2018



DP 1.0

SITE PLAN

SCALE: 1:200



PROFILED ARCHITECTURAL
ASPHALT SHINGLE
ROOFING: PABCO
FIBERGLASS SHINGLES
COLOUR: PEWTER GREY



GARAGE DOOR
NORTHWEST DOOR
SANDSTONE



PAINTED WOOD BRACKET,
IN BENJAMIN MOORE,
GRAHAM CRACKER 113



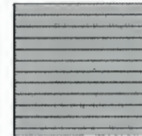
PAINTED WOOD FASCIAS,
TRIMS, RAILINGS AND
GARAGE:
BENJAMIN MOORE,
HC-70 VAN BUREN BROWN



ALUMINUM RWLs +
PROFILED GUTTERS
IN CHARCOAL



FIBER REINFORCED
CEMENT PAINTED
IN BENJAMIN MOORE,
PALE OAK OC-20



PROFILED FIBER
REINFORCED CEMENT
SIDING: PAINTED IN
BENJAMIN MOORE,
PLATINUM GREY HC-179



PAINTED/STAINED
FIBERGLASS ENTRY DOOR:
WOOD GRAIN, MISSION,
WITH GLAZED INSERT:
OAK TONE



CULTURED STONE: GREY
COBBLEFIELD



BEIGE VINYL WINDOW
FRAMES

23711 132 AVENUE

23711 132 AVENUE, MAPLE RIDGE, B.C.

ATELIER PACIFIC ARCHITECTURE INC.
MAY 31, 2018

Proposed Townhouse Development



DP 0.11,

COLOUR ELEVATION &
MATERIALS

APPENDIX D



PROFILED ARCHITECTURAL
ASPHALT SHINGLE
ROOFING: PABCO
FIBERGLASS SHINGLES
COLOUR: PEWTER GREY



GARAGE DOOR
NORTHWEST DOOR
SANDSTONE



PAINTED WOOD BRACKET,
IN BENJAMIN MOORE,
GRAHAM CRACKER 113



PAINTED WOOD FASCIAS,
TRIMS, RAILINGS AND
GARAGE:
BENJAMIN MOORE,
HC-70 VAN BUREN BROWN



ALUMINUM RWLS +
PROFILED GUTTERS
IN CHARCOAL



FIBER REINFORCED
CEMENT PAINTED
IN BENJAMIN MOORE,
PALE OAK OC-20



PROFILED FIBER
REINFORCED CEMENT
SIDING: PAINTED IN
BENJAMIN MOORE,
PLATINUM GREY HC-179



PAINTED/STAINED
FIBERGLASS ENTRY DOOR:
WOOD GRAIN, MISSION,
WITH GLAZED INSERT:
OAK TONE



CULTURED STONE: GREY
COBBLEFIELD



BEIGE VINYL WINDOW
FRAMES

23711 132 AVENUE

23711 132 AVENUE, MAPLE RIDGE, B.C.

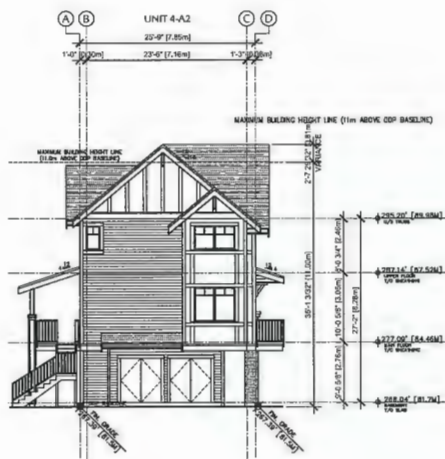
ATELIER PACIFIC ARCHITECTURE INC.
MAY 31, 2018

Proposed Townhouse Development



DP 0.11B

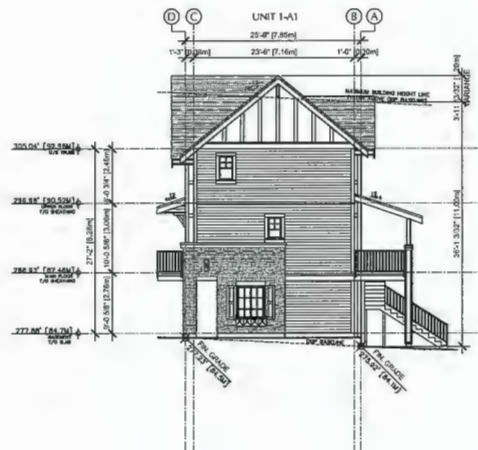
COLOUR ELEVATION &
MATERIALS



BLOCK 1
SIDE ELEVATION (UNIT 4-A1)
SCALE: 1:100



BLOCK 1
FRONT ELEVATION
SCALE: 1:100



BLOCK 1
SIDE ELEVATION (UNIT 1-A1)
SCALE: 1:100



BLOCK 1
REAR ELEVATION
SCALE: 1:100

EXTERNAL FINISHES	
1	ASPHALT SHINGLE ROOFING
2	PAINTED WOOD SIDING
3	ALUMINUM VINYL PROFILED METAL OUTER
4	PAINTED FIBER REINFORCED CEMENT FORESLAB LAP BOARD
5	PAINTED FIBER REINFORCED CEMENT VERTICAL BOARD AND BUTT
6	PAINTED FIBER REINFORCED CEMENT PANELING
7	PAINTED FIBER REINFORCED CEMENT SLAB
8	PAINTED WOOD POSTS, RAILS
9	CULTURED STONE VENEER
10	WET, BRICKS
11	PAINTED STAINED FIBERGLASS ENTRY DOOR
12	SECTIONAL GARAGE DOOR
13	BURND DOOR
14	HEAVY FIBERGLASS FLOOR
15	PAINTED ALUMINUM BALCONY / CORRALS

23711 132 AVENUE

23711 132 AVENUE, MAPLE RIDGE, B.C.

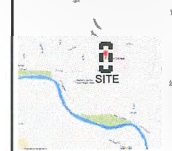
ATELIER PACIFIC ARCHITECTURE INC.
MAY 31, 2018

Proposed Townhouse Development

DP 3.1

BLOCK 1
ELEVATIONS
(A2-A-A-A1)

SCALE: 1:100



5	TS	For Development Permit	April 23, 2018
4	PC	For Development Permit	May 16, 2017
3	MdS	Rev. as Per New Site Plan	May 11, 2017
2	MdS	Rev. as Per New Site Plan	March 23, 2017
1	DC	For Development Permit	June 27, 2016
No.	By:	Description	Date

CONTRACTOR SHALL CHECK ALL DIMENSIONS ON THE WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY UPON DISCOVERY.

Drawing Title:

WDZ Project #:

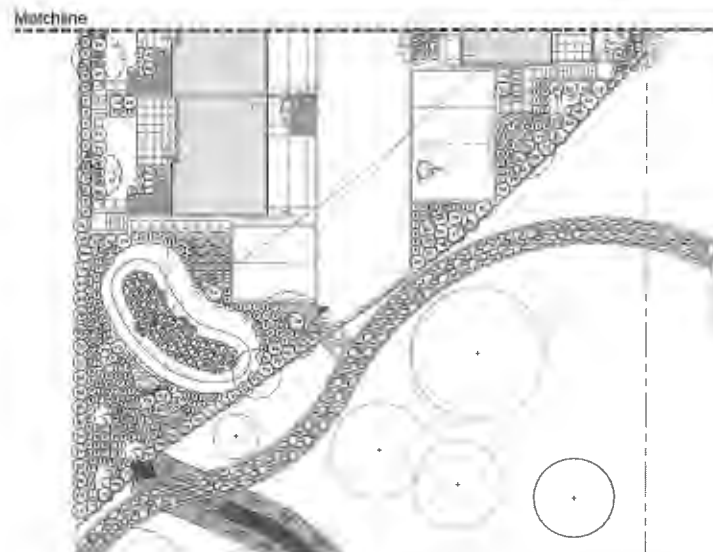
Drawing #:

PLANTING PLAN

DP2016-36

L-04

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
SHRUBS					
Az	32	<i>Azalea japonica</i> 'Autumn Royal'	Japanese Azalea; purple	#3 pot	900mm O.C.
Az	61	<i>Azalea japonica</i> 'Hino White'	Japanese Azalea; white	#3 pot	900mm O.C.
Bm	32	<i>Bauhinia spectabilis</i> 'White Gem'	White Gem Borvoed	#2 pot	600mm O.C.
Cs	13	<i>Comus</i> species	Red Twig Dogwood	#2	1200mm O.C.
Pm	61	<i>Polystichum munitum</i>	Sword Fern	#2	750mm O.C.
Rh	19	<i>Rhododendron 'Capistrano'</i>	Hybrid Rhodo Capistrano	#3 pot	1500mm O.C.
Rs	23	<i>Ribes sanguineum</i> 'White Icicle'	Flowering Currant; White	#2	1200mm O.C.
Sa	61	<i>Sarcococca hookeriana</i> var. <i>humilis</i>	Dwarf Sweetbox	#2	600mm O.C.
T	143	<i>Yucca filifera</i> 'Thunderbolt'	Evergreen Yucca/Leucosty	#1	1000mm O.C.
Y	113	<i>Taxus x media</i> 'Hicks'	Yew	1.2m H	750mm O.C.
PERENNIALS/GROUNDCOVERS/GRASSES					
Ar	9	<i>Anemone</i> dibbles	Goatsbeard	#1 pot	900mm O.C.
B	147	<i>Bergenia cordifolia</i> 'Bressingham White'	Bergenia	#1 pot	600mm O.C.
Cs	32	<i>Comus</i> called 'Spinnecord White'	Winter Hebe; White	#1	650mm O.C.
G	22	<i>Geranium macrorrhizum</i>	Bigroot Geranium	#1	450mm O.C.
H	38	<i>Heliboea</i> 'Ivory Prince'	Ivory Prince Lenten Rose	#1	450mm O.C.
U	195	<i>Heuchera</i> 'Sassy'	Sashay Coral Bells	#1 pot	450mm O.C.
L	35	<i>Liriope muscari</i>	Lily Turf	#1	300mm O.C.
P	35	<i>Penstemon alpestris</i> 'Hameln'	Hameln Penstemon	#1	300mm O.C.
Pu	18	<i>Purshia hidalga</i> var. 'Goldstorm'	Black-Eyed Susan	#1	150mm O.C.



City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
MEETING DATE: February 5, 2019
FILE NO: 11-5255-50-096
FROM: Chief Administrative Officer
MEETING: COW
SUBJECT: Ministry of Transportation and Infrastructure Project 12452-0002 Highway 7
Corridor Improvements – Haney Bypass Intersection Improvements Project:
Contribution Agreement Approval

EXECUTIVE SUMMARY:

The approved Financial Plan includes funding for the replacement of the City's major sanitary sewer known as the south slope interceptor. This project increases the capacity of the sewer to accommodate growth and is to be phased over the next three years. The Ministry of Transportation and Infrastructure (MoTI) is now preparing to commence the construction of the first phase of improvements to the Haney Bypass that include capacity enhancements at the terminus intersections at 222 Street and Kanaka Way as well four-laning the Haney Bypass down the River Road access ramp, and a new signal at Callaghan Avenue.

The City has been planning the upgrade of the sanitary sewer forcemain from 225 Street, north on the Haney Bypass to Lougheed Highway and given the synergy with the planned roadworks it was agreed that MoTI would include the construction and administration of the sanitary sewer forcemain in the roads project. Coordination of the work benefits both parties in that the integration of the forcemain construction and the roadwork construction lessens the impacts of construction delays as well as recognizing cost savings through increasing the project scale.

The construction components and associated cost allocation elements need be finalized into a Contribution Agreement prior to commencing construction and now that MoTI has completed the tender process and recommended a contractor, the Contribution Agreement has now been finalized for ratification by Council.

In addition to the sanitary sewer forcemain the City identified other infrastructure needs that have been incorporated into the project including a multi-use path (MUP) on the north side of Lougheed Highway from 220 Street to 222 Street; local improvements for water distribution including new hydrants as well as the installation of fibre-optic conduit in support of the City's IT expansion plan. The MUP is funded by TransLink and the watermains and fibre optic ducting funded from existing capital funds identified in the Financial Plan.

MoTI closed the tender for the Haney Bypass improvements on January 9, 2019 and MoTI has indicated they intend to award the contract to Mainland Civil Site Services Inc. upon finalization and signing of the Contribution Agreement. Legal counsel has reviewed the Contribution Agreement and is satisfied that the City's interests are protected. The City's share of the works is up to a maximum of \$3,500,000.00 which includes a contingency for unforeseen items. It is anticipated that the works will be complete by the spring of 2020.

The purpose of this report is to seek Council approval to enter into the Contribution Agreement with MoTI for the improvements on the Haney Bypass.

RECOMMENDATION:

That the value of the Contribution Agreement titled: Project 12452-0002 Highway 7 Corridor Improvements – Haney Bypass Intersection Improvements Project be established up to a maximum of \$3,500,000.00 which includes a project contingency to address unforeseen site conditions; and

That the Corporate Officer be authorized to execute the Contribution Agreement.

DISCUSSION:

a) Background Context:

The approved Financial Plan includes funding for the replacement of the City's major sanitary sewer and needs to be replaced to accommodate growth. The Ministry of Transportation and Infrastructure (MoTI) is moving forward with the reconstruction of the Haney Bypass between the intersection of 222 Street and Lougheed Highway and Haney Bypass and 225 Street this spring. The City has coordinated with MoTI, the construction of the South Slope Forcemain which is in the same area so that both projects can be completed at the same time in a cost effective manner. Council approval is required for the City to enter into a Contribution Agreement with MoTI to fund the forcemain installation. Coordination of the work benefits both parties, as well the City is realizing cost savings on the forcemain installation.

With the Haney Bypass Project proceeding, the City evaluated other infrastructure needs and identified several other components for inclusion in the MoTI project such as a multi-use path, watermain extensions and extension of the City's fibre optic network in the area. TransLink has provided a grant of \$150,000.00 towards the construction the multi-use path. All other projected costs are being funded within existing budgets as identified in the Approved Financial Plan.

MoTI closed tenders for the Haney Bypass improvements on January 9, 2019 and MoTI will award the contract to Mainland Civil Site Services Inc. once the Contribution Agreement is signed by the City. Legal counsel has reviewed the Contribution Agreement and is satisfied that the City's interests are protected. The City's share of the works is \$3,500,000.00 that includes a contingency for unforeseen items.

b) Desired Outcome:

The desired outcome of this report is to obtain Council approval to enter into the Contribution Agreement for the portion of the City's work to proceed and establish funding for project contingencies.

c) Strategic Alignment:

The Corporate Strategic Plan provides direction to manage municipal infrastructure under various initiatives such as the Sanitary Master Plan, the Development Cost Charge (DCC) Bylaw and Smart Managed Growth. Increasing forcemain size and providing pump station upgrades to the 225 Street Pump Station is in line with the Corporate Strategic Plan.

d) Citizen/Customer Implications:

The design process included a public consultation process to obtain feedback from all stakeholders and to mitigate concerns, especially where the new alignment traverses through local streets.

e) **Interdepartmental Implications:**

Engineering and Operations staff were consulted during the preliminary and detailed design process to provide input for the design.

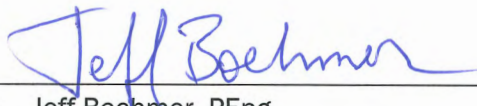
f) **Business Plan/Financial Implications:**

This Contribution Agreement will draw from several projects and different funding sources. Each element that is being allocated under this Contribution Agreement is within the approved budget. The element and projected costs with the appropriate Long Term Capital number (LTC #) are listed as follows:

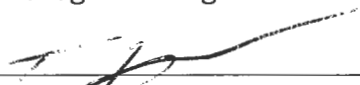
<u>Element</u>	<u>Projected Cost</u>	<u>LTC #</u>
Forcemain	\$ 2,624,251.56	LTC 002737
Multi-use Path	\$ 211,074.00	LTC 016021
Watermain	\$ 360,055.00	LTC 018085
Watermain Crossing	\$ 115,364.18	LTC 002190
Fiber Optic Network	\$ 189,255.15	LTC 017093
Total	\$ 3,500,000.00	

CONCLUSION:

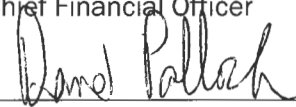
Council approval is required to enter into the Contribution Agreement for the portion of the City's work with the Ministry of Transportation and Infrastructure for up to a maximum of \$3,500,000.00 which includes and a project contingency to address unforeseen site conditions.



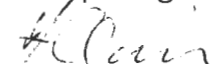
Prepared by: Jeff Boehmer, PEng.
Manager of Design & Construction



Financial: Trevor Thompson, BBA, CPA, CGA
Concurrence: Chief Financial Officer



Reviewed by: David Pollock, PEng.
Municipal Engineer



Approved by: Frank Quinn, MBA, PEng.
General Manager Public Works & Development Services

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

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Contract ITT-EN18-37: Downtown Enhancement – Lougheed Highway (224 Street to 226 Street) - Update

MEETING DATE: February 5, 2019
FILE NO: 11-5255-40-182
MEETING: COW

EXECUTIVE SUMMARY:

Since 2011, the City of Maple Ridge has undertaken a multi-phased road and streetscape improvement program in the Town Centre including Spirit Square and 224 Street, Lougheed Highway from 222 to 224 Street and from 226 to 228 Street as well as Selkirk Avenue between 225 and 226 Street. The current and final phase entails the upgrading of Lougheed Highway from 224 Street to 226 Street, along with improvements to 225 Street between Lougheed Highway and Selkirk Avenue.

The Downtown Enhancement of Lougheed Highway (224 Street to 226 Street) Project, as with other phases, provides a pedestrian-friendly streetscape that involves revitalization and beautification with roadworks, new concrete curbs, sidewalks, planted medians, street trees and irrigation, ornamental street lighting and traffic signal modifications.

Lougheed Highway between 222 Street and Kanaka Way is part of the TransLink Major Road Network (MRN) within Maple Ridge and the City receives annual Operating, Maintenance and Rehabilitation (OMR) funding to ensure that the MRN roads within the City are maintained at a satisfactory level of service. TransLink carries out regular pavement condition evaluations across the entire network to ascertain that municipalities are adequately maintaining MRN-designated roadways.

The contract required milling and paving the existing roadway; however when excavating utility trenches crossing the roadway on the south side, it was determined that weak organic materials underlay the road structure in localized areas that will likely compromise the lifespan of the pavement. The City engaged Braun Geotechnical Ltd. (Braun) to complete further geotechnical investigations to confirm the extents of the poor soils and provide an updated pavement recommendation. The investigation confirmed degradation in the eastbound pavement between 224 and 225 Street, and noted that the originally specified asphalt mill and pave treatment, while it would improve the roadway in the short term could require repaving in approximately 5 years. Removal of the organic materials and reconstruction of the roadway in this area would increase the pavement life up to 20 years before further remedial work would be required. Upon review, reconstruction of the roadway is the most cost-effective solution that complies with the mandate to ensure MRN roads receive adequate maintenance and perform at the expected level of service.

The estimated cost for the unforeseen subgrade repair and asphalt paving on Lougheed Highway is \$350,000.00. It is recommended that the funds required to address the deficient subgrade be sourced from TransLink's Major Road Network (MRN), Operation, Maintenance and Rehabilitation (OMR) funding that is designated for this type of rehabilitation and the contract with BA Blacktop Ltd. should be increased by \$350,000.00 to reflect the additional roadworks, for which Council approval is required.

RECOMMENDATION:

That the BA Blacktop Ltd. contract for ITT-EN18-37: Downtown Enhancements – Loughheed Highway (224 Street to 226 Street) be increased by \$350,000.00 to address the additional roadworks; and

That the funds be allocated from TransLink Major Road Network (MRN), Operation, Maintenance and Rehabilitation (OMR) funding.

DISCUSSION:

a) Background Context:

Since 2011, the City of Maple Ridge has undertaken a multi-phased road and streetscape improvement program in the Town Centre including Spirit Square and 224 Street, Loughheed Highway from 222 to 224 Street and from 226 to 228 Street as well as Selkirk Avenue between 225 and 226 Street. The current and final phase entails the upgrading of Loughheed Highway from 224 Street to 226 Street, along with improvements to 225 Street between Loughheed Highway and Selkirk Avenue.

The Downtown Enhancement of Loughheed Highway (224 Street to 226 Street) Project, as with other phases, provides a pedestrian-friendly streetscape that involves revitalization and beautification with roadworks, new concrete curbs, sidewalks, planted medians, street trees and irrigation, ornamental street lighting and traffic signal modifications.

The current contract with BA Blacktop Ltd. for the Downtown Enhancement Project (224 Street to 226 Street) includes funding for the purchase of street lights and property restorations approved in October 2018.

Loughheed Highway between 222 Street and Kanaka Way is part of the TransLink Major Road Network (MRN) within Maple Ridge and the City receives annual Operating, Maintenance and Rehabilitation (OMR) funding to ensure that the MRN roads within the City are maintained at a satisfactory level of service. TransLink carries out regular pavement condition evaluations across the entire network to ascertain that municipalities are adequately maintaining MRN-designated roadways.

The original construction contract required milling and paving the existing roadway; however when excavating utility trenches crossing the roadway on the south side it was determined that the road structure was underlaid with weak organic materials in localized areas that will compromise the lifespan of the pavement. The City engaged Braun Geotechnical Ltd. (Braun) to complete further geotechnical investigations to confirm the extents of the poor soils and provide an updated pavement recommendation. The investigation confirmed degradation in the eastbound pavement between 224 and 225 Street and noted that the originally specified asphalt mill and pave treatment, while it would improve the roadway in the short term could require repaving in approximately 5 years. Removal of the organic materials and reconstruction of the roadway in this area would increase the pavement life up to 20 years before further remedial work would be required.

Upon review, reconstruction of the roadway is the most cost-effective solution that complies with the mandate to ensure MRN roads receive adequate maintenance and perform at the expected level of service.

The estimated cost for the unforeseen subgrade repair and asphalt paving on Loughheed Highway is \$350,000.00. It is recommended that the funds required to address the deficient subgrade be sourced from TransLink's Major Road Network (MRN), Operation, Maintenance and Rehabilitation (OMR) funding that is designated for this type of rehabilitation and the contract with BA Blacktop should be increased by \$350,000.00 to reflect the additional roadworks, for which Council approval is required.

b) Business Plan/Financial Implications:

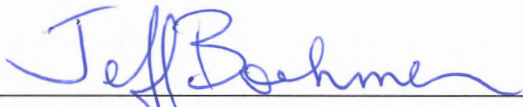
This project has a number of funding sources but the largest component is a Transportation & Infrastructure grant under the New Building Canada Fund (NBCF) – Small Communities Fund valued at \$2.3 million. The subgrade repair and asphalt replacement can be funded by allocating \$350,000.00 of annual MRN OMR funding to the overall project budget.

c) Citizen/Customer Implications:

Construction is currently in progress and extensive efforts are being made to minimize the impact to traffic, residents, and businesses. Loughheed Highway remains open to traffic throughout the construction although lane closures are required to expedite the timeline. A communication strategy is in place to ensure that business owners are kept well informed of daily and weekly construction activities. Weekly project update sheets are being hand distributed to all the business owners within the project limits, as well as posted on the City's project webpage.

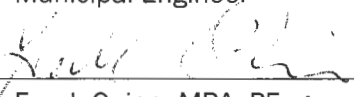
CONCLUSIONS:

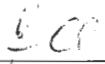
The remediation of the pavement structure on Loughheed Highway between 225 Street and 226 Street is necessary to ensure that the pavement is maintained to an adequate level of service. It is recommended that Council approve the allocation of TransLink OMR funds to a maximum of \$350,000.00 and the existing contract with BA Blacktop Ltd. be increased by the same amount.


Prepared by: Jeff Boehmer, PEng.
Manager of Design & Construction


Financial: Trevor Thompson, BBA, CPA, CGA
Concurrence: Chief Financial Officer


Reviewed by: David Pollock, PEng.
Municipal Engineer


Approved by: Frank Quinn, MBA, PEng.
General Manager Public Works & Development Services


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

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Maple Ridge Economic Development Committee Amending Bylaw 7531-2019

MEETING DATE: February 5, 2019
FILE NO: DOC #2131250
MEETING: Committee of the Whole

EXECUTIVE SUMMARY:

The Economic Development Committee (EDC) is comprised of six (6) community members and one Council liaison and an alternate. The EDC generally performed well last year, with several achievements being realised, but the EDC was stretched due to the relatively small size of the Committee. This report recommends expanding the EDC community membership to eight (8) members and one Council liaison and alternate. The Amending Bylaw is attached for Council's consideration (see Appendix 1). This will provide for both continuity and renewal of the EDC going forward.

RECOMMENDATION:

That bylaw No. 7531-2019 be given first, second and third readings.

DISCUSSION:

a) Background Context:

The EDC advises staff and Council on strategic objectives that support economic development in general and the implementation of the OCP and other City plans and strategies, specifically to:

- ✓ Advise Council on matters related to strengthening our economy;
- ✓ Provide strategic input for consideration of Council;
- ✓ Contribute to an annual business plan and performance measures;
- ✓ Act as an ambassador profiling economic opportunities in Maple Ridge.

b) Desired Outcome:

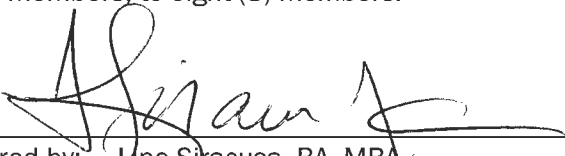
To amend the Economic Development Committee bylaw by increasing its membership from its current six (6) members to eight (8).

c) Alternatives:

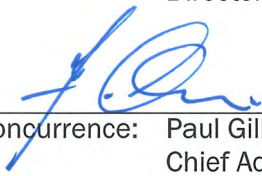
Council may wish to keep the Bylaw as it stands with six (6) community member appointed.

CONCLUSION:

The Economic Development Committee serves Council by providing advice and guidance in the area of Economic Development. In an effort to offer additional capacity and renewal of the EDC, it is proposed to amend the EDC bylaw and to increase this committee's membership from the current six (6) members, to eight (8) members.



Prepared by: Lino Siracusa, BA, MBA
Director of Economic Development and Civic Property



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

Attachments:

- (1) Amending Bylaw - Economic Development Committee

CITY OF MAPLE RIDGE

BYLAW NO. 7531-2019

A bylaw to amend the Maple Ridge Economic Development Committee Bylaw No. 7204-2016

WHEREAS, it is deemed expedient to amend the Maple Ridge Economic Development Committee Bylaw No. 7204-2016;

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

1. This bylaw may be cited as “Maple Ridge Economic Development Committee Amending Bylaw No.7531-2019”.
2. Maple Ridge Economic Development Committee Bylaw No. 7204-2016 is hereby amended as follows:

Section 3. under COMMITTEE COMPOSITION be amended by changing the number of community members appointed by Council from six to eight

3. Maple Ridge Economic Committee Bylaw No. 7204-2016 is hereby amended accordingly.

READ a first time the day of , 2019

READ a second time the day of , 2019

READ a third time the day of , 2019

ADOPTED the day of , 2019

PRESIDING MEMBER

CORPORATE OFFICER

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Emerald Pig Theatrical Society Licence to Occupy Agreement

MEETING DATE: February 5, 2019
FILE NO: 2140431
MEETING: COW

EXECUTIVE SUMMARY:

Emerald Pig Theatrical Society (EPTS) has requested to exercise the option to renew contained in its 2015-2018 Licence-to-Occupy Agreement with the City for use of a detached garage space at Davidson's Pool House located at 23681 128 Crescent. The Society is a volunteer-run organization that provides valuable cultural programming and engagement in the community and the garage continues to be a much needed storage and workshop space for its programming uses. This arrangement has worked for many years, and staff recommend entering into a licence-to-occupy agreement with EPTS for a five-year term with an option to renew for one term of five (5) years.

RECOMMENDATION:

That the Corporate Officer be authorized to execute the Licence-to-Occupy Agreement with the Emerald Pig Theatrical Society for a five-year term ending on December 31, 2023, with an option to renew for one term of five (5) years.

DISCUSSION:

a) Background Context:

Founded by John Stuart and Sharon Malone in 2001, EPTS's purpose is to foster and encourage amateur theatre in Maple Ridge and Pitt Meadows. It is a volunteer-run organization in which members perform, produce, direct, build, staple, duct tape and sew for the love of live theatre. EPTS is very active in encouraging participation in theatre for all ages and experience levels. In addition to three staged productions per year, it also presents free performances in the summer through its Bard on the Bandstand events and participation in many local special events. The organization continues to provide quality, affordable artistic community programs including educational workshops, rehearsals, auditions and mentorships. EPTS has occupied the garage at Davidson's Pool House for many years, which supports its work to bring affordable and accessible cultural programming to the community.

b) Desired Outcome:

The desired outcome is to support EPTS in continuing to provide accessible arts programming that contributes towards a healthy, creative, engaged and inclusive community.

c) Strategic Alignment:

Encouraging citizens to develop their creative potential and sense of community through arts and culture aligns with the Corporate Strategic Plan, Parks, Recreation & Culture Master Plan, Culture Plan, Tourism Plan and other key planning documents.

d) Citizen/Customer Implications:

Authorizing the 2019-2023 licence-to-occupy agreement will support EPTS in continuing to provide positive recreational and cultural opportunities for residents.

e) Business Plan/Financial Implications:

It is recommended that EPTS continue to be provided access to the garage space to support their work in providing affordable and accessible artistic programming to the community. Maintenance of this City facility is accounted for in the Parks & Facilities Department operating budget.

CONCLUSION:

The Emerald Pig Theatrical Society continues to provide valuable community theatre programs and experiences. Authorizing the 2019-2023 licence-to-occupy agreement will help to sustain the growth of local community theatre, artistic excellence and pride of place.

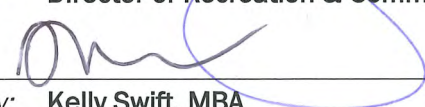
Prepared by:


Yvonne Chui
Manager of Arts & Community Connections

Reviewed by:


Danielle Pope
Director of Recreation & Community Engagement

Approved by:


Kelly Swift, MBA
General Manager Parks, Recreation & Culture

Concurrence:


Paul Gill, BBA, CPA, CGA
Chief Administrative Officer

Attachments:

(A) Emerald Pig Theatrical Society Licence to Occupy Agreement

CITY OF MAPLE RIDGE

(hereinafter called the "City")

LICENCE-TO-OCCUPY

1. Subject to the following terms and conditions, a Licence-to-Occupy is hereby granted to:

EMERALD PIG THEATRICAL SOCIETY

Incorporation No. S-44084,
PO Box 91, Maple Ridge, British Columbia, V2X 7E9
(hereinafter called the "Licencee")

to occupy the detached garage located at 23681 128th Crescent, Maple Ridge, BC and legally described as: PID 005-137-071, LOT 44 SECTION 28 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 53482, known as the Davidson's Pool Residence site, and shown outlined in heavy black ink on the sketch plan attached hereto as Schedule "A".

This Licence-to-Occupy commences the 5th day of February, 2019 and terminates on the 31st day of December, 2023 with an option to renew for one term of five (5) years.

2. The Licencee covenants and agrees with the City that it will:

- 2.1 during the entire term hereof, at its sole cost and expense, carry and provide the following insurance with an insurance company satisfactory to the City:

- (a) Commercial General Liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises or the City's Lands or any portion thereof including personal liability, liability assumed by contract, Licencee's legal liability, and non-owned automobile liability. Such insurance will:

- i. have a limit of not less than \$5,000,000 in respect of any one occurrence;*
- ii. be primary insurance and will not call into contribution any other insurance available to the City, which means that the Licencee's insurance will cover any loss before the City's or other insurance; and*
- iii. provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party;*
- iv. include a clause indicating the City of Maple Ridge as additional named insured;*

- (b) insurance upon the Licencee's property normally located within the Premises, and any property which is repaired at the Licencee's expense under this licence-to-occupy, including stock in trade, inventory, furniture, fittings, improvements, and Licencee's fixtures in an amount equal to the full replacement cost thereof, against at least the perils of fire, sprinkler leakage, theft, vandalism, riot, civil commotion, impact of aircraft, water damage, earthquake, flood, and any perils not mentioned above which are included in normal "all risks" coverage;
- (c) insurance against all explosion, rupture or failure of boilers, pressure vessels or equipment within or serving the Premises exclusively;
- (d) such other types of insurance as a prudent Licencee would obtain from time to time.

2.2 The Licencee will obtain all such insurance in at least those amounts set out in Section 2.1 as it relates to the liability insurance policies, and otherwise in those amounts a prudent owner of comparable space in a comparable building in the Greater Vancouver area would obtain and maintain from time to time. All such insurance policies will:

- (a) include the Licencee and the City with respect to the insurance policy specified in Section 2.1 (a) iv as named insureds;
- (b) contain a waiver of any right of subrogation or recourse by the Licencee's insurer against the City or its employees, agents, contractors, whether or not any loss is caused by the act, omission or negligence of the City or its employees, agents, contractors;
- (c) provide that the insurer will give the City 30 days' prior written notice of cancellation, material alteration or lapse of any policy; and
- (d) provide that such policies will not be invalidated with respect to the interest of the City by reason of any breach or violation of any warranties, representations, declarations, or conditions contained in the policies. The Licencee will affect all such policies with insurers and upon terms satisfactory to the City. The Licencee will give the City certified copies of its insurance policies evidencing all such insurance and its renewal. The Licencee will pay the premium for each policy. If the Licencee fails to obtain or maintain any such insurance, the City may do so as the Licencee's agent and at the Licencee's costs. The Licencee will review all its policies annually to ensure that they are up to date and will obtain and maintain such other insurance as required by the City from time to time.

2.3 to pay the City the prepaid rent for the Term of \$5.00 (the "Rent"), the receipt of which is hereby acknowledged by the City.

2.4 not use the garage building for any purposes other than as arts storage and workshop program use, unless approved in writing by the City;

- 2.5 not carry on, or do, or allow to be carried on, or do, any work, business, occupation, act or anything whatever which may become a nuisance or annoyance to the City or the neighbours and public;
- 2.6 not assign this Licence without the consent of the City;
- 2.7 indemnify and save harmless the City from and against any and all manner of actions or causes of action, damages, loss, costs or expenses which it may sustain, incur or be put to by reason of the occupation of the said lands by the Licencee;
- 2.8 permit representatives of the City to enter at all reasonable times and view the state of repair of the licenced building and land;
- 2.9 use the licenced building in an orderly manner and keep and maintain the same in a clean, sanitary and attractive condition at all times to the satisfaction and approval of the City's representative which includes removing garbage, recycling and snow/ice, keeping the premises in an orderly manner and complying with fire and safety practices;
- 2.10 to pay or cause to be paid any applicable Utility Costs (i.e. heat, water, light, electricity) used by the Licencee directly to the caretaker of Davidsons Pool Residence who is responsible for paying the appropriate Government Body or other utility, agency or company levying such charge at the time any such Utility Cost is due. The Licencee will contribute \$10.00 per month towards its basic use of hydro utilities (i.e. light) which will be assessed regularly to ensure fairness to the Licencee and caretaker. Licencee will monitor its use of hydro utilities for equipment (i.e. fans, power tools) and share the information from meter device readings with the caretaker to ensure fair compensation for equipment and any additional usage. Payment will be made directly to the caretaker at the end of each month or through any other arrangements that will be made between these two parties;
- 2.11 not permit liquor to be consumed on the said building and land unless a properly authorized Liquor Administration Branch temporary permit is first obtained for special functions;
- 2.12 not destroy, alter or build additions to the existing buildings, or to erect signs, fences or other fixtures on the existing buildings without the written consent of the City's representative;
- 2.13 in respect of the Licencee's activities on the premises, at its own cost and expense, comply with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations or orders from time to time in force relating to the City, the Licencee, the activities carried out on the premises or any part thereof relating to Hazardous Substances and the protection of the environment and shall immediately give written notice to the City of the occurrence of any event on the premises or the City's buildings and lands or any part thereof constituting an offence thereunder or be in breach thereof and shall not bring upon the premises, the City's buildings and lands, or any part thereof, or cause or suffer the bringing upon the premises or the City's buildings and lands or any part thereof, any Hazardous Substances.

The Licencee, at its own expense, will promptly remove the Hazardous Substances from the premises or the City's lands or any part thereof in a manner which conforms with all

applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders governing the movement of the same;

2.14 abide by and comply with all lawful rules, regulations and bylaws of the City and other governing bodies in any manner affecting the said lands as a result of this Licence;

2.15 to maintain its status as a registered non-profit society for the performing arts in good standing with the Provincial Registrar of Companies.

GENERAL CONDITIONS

3. The City appoints Yvonne Chui, Manager of Arts & Community Connections as its representative for the purposes of communications between the City and the Licencee pursuant to this Licence-to-Occupy agreement.
4. This agreement may not be amended nor modified nor shall any of its terms and conditions be waived except by subsequent agreement in writing executed by both parties.
5. If there is any dispute between the parties to this licence agreement regarding matters relating to this licence-to-occupy, the parties must first attempt to resolve the dispute with the assistance of the City's representative within a reasonable time period. Either party will be given the opportunity to remedy the conflict or situation prior to notice being given to terminate the contract. If this attempt at resolution is unsuccessful the representative shall refer this matter to the Director of Parks and Facilities. All parties hereto agree to abide by whatever conflict resolution process it may institute, and to its eventual outcome.
6. The Licencee shall not have the responsibility nor the right to make major structural repairs. If such repairs are required the City may elect whether to carry them out or not and if it elects not to carry them out this Licence shall be deemed to be terminated.
7. It is understood and agreed that the City does not covenant with the Licencee herein for quiet enjoyment and should the Licencee be disturbed in the peaceful possession and enjoyment of the said property, there shall be no liability on the part of the City to the Licencee herein.
8. It is further understood and agreed that the Licencee shall not be liable to pay any real property taxes which it might otherwise be required by law to pay under the provisions of the *Community Charter* as an occupier of municipally-owned property.
9. The City shall not be responsible to the Licencee for any defect in or change of conditions affecting the existing building and land, nor for any damage or injury to the existing building and land, to the Licencee or employees of the Licencee, or to merchandise, goods, chattels, machinery or equipment contained therein howsoever caused.
10. The City's representative shall be permitted to exercise a reasonable amount of control over all activities on the said building and lands and may erect signs to the effect that it is a park or municipal property.
11. If the Licencee does not fully and promptly observe and perform all of the covenants, provisos and conditions in this Licence contained, whether positive or negative, or if the Licencee shall suffer or permit the licenced lands to be charged with any encumbrance, or in case the said land is vacant, unoccupied and unused by the Licencee for a period of three months, or is not, in the

opinion of the City being used properly for the benefit of the Licencee or is not being used or operated in a manner deemed by the said City to be satisfactory, the City shall, at its option, give notice in writing to the Licencee setting forth the reason or reasons for the notice.

12. If at any time after 14 days from the giving of the aforesaid notice to the Licencee, the reason for the giving of the notice still exists, or remains unabated, in the sole opinion of the City (whose decision shall be final and binding), the City may give 14 days written notice to the Licencee terminating the Licence and this Licence shall cease and determine and the Licence hereby created shall expire and be at an end notwithstanding anything to the contrary herein contained, and the City may re-enter and take possession of the licenced lands.
13. This Licence may be terminated at any time by the City by giving to the Licencee three (3) months notice in writing, either delivered to the Licencee or mailed addressed to the address given in paragraph 1, and thereupon, after the expiration of such period of notification, this Licence shall be determined and ended.

14. Notices

14.1 All notices, claims and communications required or permitted to be given shall be in writing and shall be sufficiently given if personally delivered to a responsible officer of the party hereto to whom it is addressed or mailed by prepaid post:

- (a) in the case of the City of Maple Ridge, to Yvonne Chui, Manager of Arts & Community Connections, City of Maple Ridge 11995 Haney Place, Maple Ridge, B.C. V2X 6A9;
- (b) in the case of the Licencee, to the President, Ryan Barnes, at the Society's registered office situated at PO Box 91, Maple Ridge, BC, V2X 7E9.

or at such other addresses as the parties may from time to time advise the other party hereto in writing. The date of receipt of any notice shall be deemed to be the date of delivery of such notice if served personally, or if mailed as aforesaid on the fifth (5th) day following the date of such mailing.

- 14.2 In the event of a disruption in postal service, the notice referred to in subsection 14.1 shall be hand delivered and it shall be considered to have been received on the date of such delivery.
15. 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 the appropriate notice period has lapsed.

IN WITNESS WHEREOF of the parties hereto have executed this contract as of the day and year first above written.

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

Corporate Officer

Date: _____

LICENCEE EMERALD PIG THEATRICAL SOCIETY by its authorized signatory:

Per: _____

Ryan Barnes, President

Date: _____



City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Maple Ridge Lapidary Club Lease Agreement

MEETING DATE: February 5, 2019
FILE NO: 2140827
MEETING: COW

EXECUTIVE SUMMARY:

The City of Maple Ridge lease agreement with the Maple Ridge Lapidary Club for use of the facility at 23470 Fern Crescent expired on December 31, 2018. It is a two-story detached building next to Maple Ridge Park and adjacent to the Fern Crescent Artist in Residence studio. Since 2002, Club members use the facility to meet, exhibit rocks, gems and mineral collections, create artwork in stone, metal and glass, and provide workshops to other members and the public. This agreement between the Club and City has worked well for many years to support community engagement in the arts. As per the agreement both parties can choose to enter into a new agreement upon expiry of the lease and the Club has requested to execute a lease agreement for another term.

RECOMMENDATION:

That the Corporate Officer be authorized to execute a Lease Agreement with the Maple Ridge Lapidary Club for a five-year term ending on December 31, 2023.

DISCUSSION:

a) Background Context:

Since 1958, the Lapidary Club has been a family-oriented arts group with members of all ages who express their creativity through the lapidary arts discipline. The Club started as a special interest group which held meetings in private homes, basements and greenhouses. It later grew, becoming a registered non-profit society, and moved its operations into the old ice arena, and finally transitioned to its present location at 23470 Fern Crescent. The Club currently has over 100 members and celebrated its 60th anniversary in 2018. Across Canada the Club has a great reputation and is known to be one of the best lapidary clubs in the country with talented artisans.

Lapidary arts are an age-old art form dating back to the Stone Age. Today, lapidary artisans grind, polish, cut and carve stone, minerals, or gemstones into decorative items such as cabochons, sculptures and engraved gems. The Club is very active in organizing the annual Gem Show, and offers educational workshops including conducting regular classes at the ACT Arts Centre and the Lapidary Club site, and providing working studio space and display opportunities. The Club is seeking to collaborate more with the City and Arts Council to offer a wider array of programs and services. As an arts service partner, the Lapidary Club continues to provide quality, affordable programming to the community.

b) Desired Outcome:

The desired outcome is to maintain accessible and affordable options for community engagement in arts and culture.

c) Strategic Alignment:

It is recognized that encouraging residents to develop their creative potential and sense of community through arts and culture aligns with the Corporate Strategic Plan, Parks, Recreation & Culture Master Plan, Culture Plan, Tourism Plan and other key planning documents.

d) Citizen/Customer Implications:

The Lapidary Club's lease agreement will support the Club in continuing to encourage positive recreational and cultural opportunities for residents, and support the development of an engaged, vibrant, and livable community.

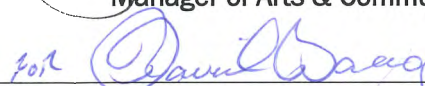
e) Business Plan/Financial Implications:

It is recommended that the Maple Ridge Lapidary Club continue to be provided with a lease for this building at 23470 Fern Crescent to support their work in providing affordable and accessible artistic programming to the community. The Club's responsibilities outlined in the agreement include the operation, maintenance, repair and renovation of the building. It should be noted, however, that capital infrastructure repairs may be required in the foreseeable future that may exceed the amount of funds the Club is reasonably able to fundraise. Given the age and general condition of the building, significant costs could arise relating to structural or geotechnical work, in which case staff will provide an update to Council with a recommendation prior to proceeding with any major capital work in this regard.

CONCLUSION:

The Maple Ridge Lapidary Club has offered valuable programs and service to the community, including the provision of much-needed studio space for artists of all ages. As the community grows, the City's agreement with the Club will continue to sustain the development of artistic excellence and vibrancy in Maple Ridge.


Prepared by: **Yvonne Chui**
Manager of Arts & Community Connections


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


Approved by: **Kelly Swift, MBA**
General Manager Parks, Recreation & Culture


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

Attachments: (A) 2019-2023 Lapidary Club Lease Agreement

Maple Ridge Lapidary Club Lease

THIS INDENTURE is made as of the 5th day of February, 2019, but is effective on the _____ day of _____, 2019. This LEASE dated as of this 5th day of February 2019.

IN PURSUANCE OF THE "LAND TRANSFER FORM ACT, PART 2"

BETWEEN:

THE CITY OF MAPLE RIDGE, a municipal corporation, having its place of business at 11995 Haney Place, Maple Ridge, British Columbia V2X 6A9

(Hereinafter called the "Landlord")

OF THE FIRST PART

AND:

MAPLE RIDGE LAPIDARY CLUB, Incorporation No. S30257, a Society duly incorporated under the laws of the Province of British Columbia, and having its registered office at 23750 Fern Crescent, Maple Ridge, British Columbia V4R 2S4

(Hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants, conditions, and agreements hereinafter respectively reserved and contained on the part of the Landlord and the Tenant to be respectively paid, kept, observed and performed the Landlord and the Tenant covenant and agree each with the other as follows:

1. Lease of Premises

The Landlord does hereby demise and lease unto the Tenant the entire building located at 23470 Fern Crescent which is situated in the City of Maple Ridge, British Columbia on lands legally described as:

PID 005-137-071

Lot 44, Section 28, Township 12, NWD, Plan 53482

(Hereinafter called the "Lands");

And as shown outlined in heavy black ink on the sketch plan attached hereto as Schedule "A" and labelled "detached building" (hereinafter called the "Premises"), for arts and craft workshop purposes.

TO HAVE AND TO HOLD from the Commencement Date of Term (as hereinafter defined) for the term (hereinafter called the "Term") five (5) years thence ensuing, terminating on December 31, 2024 with an option to renew for one term of five (5) years.

2. Definitions

For the purposes of this Lease:

- (a) "Additional Rent" means of sums, other than rent payable pursuant to Section 3, payable by the Tenant as determined in accordance with the provisions of this Lease;
- (b) "Commencement Date of Term" means the 5th day of February, 2019.

3. Rent

The Tenant shall pay the Landlord the prepaid rent for the Term of \$5.00 (the "Rent"), the receipt of which is hereby acknowledged by the Landlord.

4. Dispute Resolution

Where there is an unresolved dispute arising out of this Lease, the parties shall in good faith attempt to resolve the dispute and if the parties are unable to resolve the dispute within a 10-day period following notification from one party to the other of a dispute then the dispute shall be resolved by arbitration in accordance with the procedures under the *Commercial Arbitration Act* (British Columbia), or any successor legislation in effect from time to time.

5. Net Lease

Unless otherwise expressly stipulated herein to the contrary, it is the intention of this Lease that all expenses, costs, payments and outgoings incurred in respect of the Premises or for any other matter or thing affecting the Premises shall be borne by the Tenant, that the Rent herein shall be free of all abatements, withholding, reduction, release or discharge, set-offs or deductions of any kind or affected by any event, occurrence, circumstance or otherwise and despite any law or statute now or in the future to the contrary, and shall be absolutely net to the Landlord of real property taxes, charges, rates or assessments, expenses, costs, payments or outgoings of every nature arising from or related to the Premises and that the Tenant shall pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments and outgoings. The Tenant will also pay its costs of carrying out its obligations under this Lease.

6. Entire Agreement

No verbal, written, express, or implied representations, warranties, guarantees, covenants or agreements of either the Landlord or the Tenant will survive the signing of this Lease unless they are set out in this Lease. This Lease may not be modified or amended except by an express written agreement, made after the Lease has been executed.

7. Landlord's Representative

The Landlord will designate a staff liaison from time to time to serve as the Landlord's Representative for the purposes of this Lease.

8. Tenant's Covenants

The Tenant covenants and agrees with the Landlord as follows:

- (a) to use the Premises in accordance with this Lease for the intended purposes as a site for the Tenant's lapidary arts and craft programs and activities including related workshops, presentations, community arts gatherings, and events and for no other purpose save and except that which may be approved by the Landlord from time to time. The Club will establish operating policies and procedures for its operations in line with its business plan in accordance with the Landlord's rules and regulations set out in Schedule "B", and for no other purposes whatsoever;
- (b) to provide lapidary arts and craft programs and services to the community which will be functioning primarily within the City of Maple Ridge's geographic area of jurisdiction, within the limits of available resources;
- (c) to maintain its status as a registered non-profit society in good standing with the Provincial Registrar of Companies;
- (d) to maintain an open membership, at reasonable costs which will ensure all citizens of Maple Ridge may become members of the society;
- (e) to provide the Landlord with advance notice and copies of all changes to the Society's Constitution or Bylaws;
- (f) to provide the Landlord with copies of the Society's financial statements in each year of the Term, as soon as such statements of the previous year have been approved by the Society's board of directors, understanding that the Landlord will have the option to conduct a financial audit at the Landlord's discretion;
- (g) to provide the Landlord with an annual report each year detailing the activities on the Premises during the previous calendar year and such report to be delivered no later than two weeks after the annual general meeting in each year which will be to the satisfaction of the Landlord;
- (h) to pay or cause to be paid all Utility Costs (e.g. heat, water, phone, internet, garbage and recycling), Tenant's Taxes, Goods and Services Tax and Social Services Tax and Operating Expenses directly to the Government Body or other utility, agency or company levying such charge at the time any such Utility Cost, Tax or Operating Expense is due or as the Landlord may direct, and provide the Landlord with proof of payment on demand. If the Tenant fails to pay such amounts, the Landlord may, but is not obliged to, pay such amount and the Tenant shall pay to the Landlord the amount of any such payment as Additional Rent;
- (i) to acknowledge and agree that it is solely responsible for the payment of all taxes including property taxes and assessments levied against the Premises during the Term and which may

hereafter be levied, imposed, rated, or assessed by any lawful authority relating to or in respect of the business or other activities carried on by the Tenant;

- (j) the Tenant may in each year apply to the Landlord for an exemption from taxation in accordance with the *Local Government Act* provisions in force from time to time, and may apply for financial assistance from the Landlord. However, the Tenant acknowledges that such grants and exemptions are within the sole discretion of the Landlord and cannot in any way be guaranteed or relied upon;
- (k) to heat the Premises as necessary to prevent damage from frost at the Tenant's expense;
- (l) not to display any sign of any kind anywhere outside the Premises, or within the Premises so as to be visible from the outside of the Premises, without first obtaining the approval of the Landlord as to design, size and location, such approval not to be unreasonably withheld;
- (m) to maximize the use of the Premises for the intended purposes ensuring that no request to use the Premises by another bona fide non-profit society or the Landlord is refused if the time and facilities are available for such use;
- (n) to observe and cause its employees, invitees and others over whom the Tenant can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule "B", and such further and other rules and regulations of the Landlord, acting reasonably after consultation with the Tenant, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;
- (o) to acknowledge that the Landlord has given no representations or warranties with respect to the Premises, including without limitation with respect to the suitability of the Premises for the Tenant's intended use and the condition of the Premises;
- (p) to have the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease.

9. Possession and Use of Premises

The Tenant will:

- (a) take occupancy of the Premises on the Commencement Date, and at the request of the Landlord, sign an acknowledgment as to the Commencement Date;
- (b) manage and operate the Premises for lapidary arts and craft programs and services use in accordance with the terms herein;
- (c) not allow anyone except for its employees, clients and other persons lawfully having business with the Tenant, or permitted sub-tenants, to use or occupy the Premises;
- (d) use the Premises only for use as a craft workshop and studio for lapidary programs and services;

- (e) not let the Premises remain vacant for more than five consecutive days;
- (f) not cause or permit any waste, damage, spoil, destruction, or injury to the Premises or to the surrounding Land;
- (g) not let the Premises become untidy or unsightly, and at the end of each day leave them in such condition that they are clean, sanitary and tidy, to a standard befitting public facilities used for a similar purpose;
- (h) not to cause, maintain or permit anything that may be or become a nuisance or annoyance in, on or from the Premises to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind;
- (i) in respect of the Tenant's activities on the Premises, at its own cost and expense, comply with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations or orders from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises or any part thereof relating to Hazardous Substances and the protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Premises or the Landlord's Lands or any part thereof constituting an offence thereunder or be in breach thereof and shall not bring upon the Premises, the Landlord's Lands, or any part thereof, or cause or suffer the bringing upon the Premises or the Landlord's Lands or any part thereof, any Hazardous Substances and, if at any time, notwithstanding the foregoing covenants of the Tenant;
 - i. there are any Hazardous Substances upon the Premises or the Landlord's Lands or a part thereof as a result of the Tenant's use, occupation of or activities on the Premises;
 - ii. there is an occurrence of any event on the Premises or the Landlord's Lands or any part thereof arising from the Tenant's activities, operations, use or occupation of or on the Premises constituting an offence under or a breach of any applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders from time to time in force relating to Hazardous Substances;

the Tenant shall, at its own expense:

- i. immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this section;
- ii. promptly remove the Hazardous Substances from the Premises or the Landlord's Lands or any part thereof in a manner which conforms with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders governing the movement of the same; and
- iii. if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord, verification of the complete and proper removal of the Hazardous Substances from the Premises or

the Landlord's Lands, or any part thereof or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this section;

- (j) at the Tenant's own expense, remedy any damage to the Premises or to the Landlord's Lands where damage arises from the Tenant's activities, use, occupation or operation of or on the Premises;
- (k) if any Government Body having jurisdiction shall require the clean-up of any Hazardous Substances held, released, spilled, abandoned or placed upon the Premises or the Landlord's Lands or any part thereof or released into the environment from the Premises or the Landlord's Lands or any part thereof during the Term by the Tenant or arising from the Tenant's use and occupation of, and operations and activities on the Premises, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by that Government Body having jurisdiction and carry out the work and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. The Tenant agrees that if the Landlord determines, in its sole discretion, that the Landlord, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant;
- (l) provide authorizations to permit the Landlord to make enquiries from time to time of any Government Body with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant, the Tenant's activities on the Premises or the Landlord's Lands or any part thereof including without limitation all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders pertaining to Hazardous Substances and the protection of the environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information;
- (m) permit the Landlord at any time and from time to time to inspect the Tenant's property and equipment used by the Tenant upon the Premises or the Landlord's Lands or any part thereof and the Tenant's records relating thereto for the purpose of identifying the existence or absence of any Hazardous Substances and the Tenant shall assist the Landlord in so doing;
- (n) if the Tenant shall bring or create upon the Premises or the Landlord's Lands any Hazardous Substances or suffer the bringing or creation upon the Premises or the Landlord's Lands of any Hazardous Substances or if the Tenant shall cause there to be any Hazardous Substances upon the Premises or the Landlord's Lands, then, notwithstanding any rule of law or equity to the contrary such Hazardous Substances shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous substances to the Premises or the Landlord's Lands and notwithstanding the expiry or earlier termination of this Lease;

- (o) the obligations of the Tenant in subsections 9(g), 9(h), 9(i), 9(j), 9(l), and 9(n) inclusive shall survive the end of the Term.

10. Complying with Laws

- (a) The Tenant covenants to obtain and maintain all required licences, permits and consents and shall competently and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the Premises or the Landlord's Lands or any part thereof or the Tenant's activities within the Premises or the Landlord's Lands or any part thereof.
- (b) Without derogating from the generality of the foregoing, the Tenant covenants that, throughout the Term, the Tenant will comply and abide by all municipal, regional, provincial and federal legislative enactments, by-laws, regulations, orders and any municipal conversion guidelines which relate to the Premises, or to the equipment, maintenance, operation, occupation, or to the construction of the Premises and the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Premises or any part thereof.

11. Tenant's Quiet Enjoyment

If the Tenant duly and punctually pays the Rent and complies with its obligations, the Tenant will be entitled to peaceably possess and enjoy the Premises during the Term.

12. Additional Easements - Landlord's Lands

The Tenant acknowledges and agrees that the Landlord may grant or allow easements, statutory rights of way, licenses, or other agreements for access purposes or to provide for services and facilities in connection with the Landlord's Lands, and agrees that the Tenant's rights under this Lease shall be subject to any such easements, statutory rights of way, licenses, or other agreements and notwithstanding any terms of this Lease hereunder the Landlord may enter into such agreements and grant such rights.

13. Dispositions

13.1 Assigning and Sub-Letting

The Tenant will not assign this Lease or sub-let or part with possession of the whole or any part of the Premises for the whole or any part of the Term without the written consent of the Landlord, which consent shall be in the sole and unfettered discretion of the Landlord, provided that the Tenant may allow a portion or all of the Premises to be used and occupied under license to third parties from time to time for periods of time not exceeding seven (7) consecutive days.

13.2 Landlord's Assignment

The Tenant acknowledges and agrees that the Landlord may assign, sell, transfer, lease, mortgage, encumber or otherwise deal with its interest in the Premises or any portion thereof, or any interest of the Landlord therein, in every case without the consent of the

Tenant.

14. Repairs, Renovations, Damage

14.1 Tenant's Repairs and Maintenance

The Tenant will keep the Premises in a good and reasonable state of repair and maintenance as a prudent and reputable long term tenant. The Tenant will also keep the Premises in good and reasonable repair, reasonable wear and tear excepted. The Tenant will keep the Premises, its Leasehold Improvements and its fixtures in good repair and in a clean and safe condition, and shall be responsible for all equipment and facility operating, servicing and preventative maintenance, painting, snow removal and repairs, including without limitation all maintenance, replacement and repairs) to the structural, electrical, plumbing, heating, roofing, air conditioning, machinery, equipment, facilities and fixtures to a standard befitting public facilities used for a similar purpose, at the Tenant's sole expense.

If during the Term the Tenant defaults in its obligations to maintain the Premises and all Improvements, the Landlord may give written notice specifying the respect in which such maintenance is deficient, and the Tenant shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Tenant has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Landlord, the Landlord may enter upon the Premises and perform such maintenance as is in the Landlord's opinion required, at the sole cost and expense of the Tenant, plus such additional charge as may then be applicable in accordance with the policies of the Landlord for administration and overhead, provided that nothing in this section requires the Landlord to perform any maintenance during the Term.

14.2 Inspection and Access

With 72 hours advance notice to the tenant, the Landlord's representatives may enter the Premises from time to time and at all reasonable times, and at any time during any emergency, to:

- (a) inspect or supervise repair, maintenance, or renovation;
- (b) do its own repairs, maintenance, or renovations; and
- (c) gain access to utilities and services (including under floor or overhead ducts and access panels).

14.3 Renovations

The Tenant will not modify, construct, install, or alter the Premises without the Landlord's prior written consent. When requesting that consent, the Tenant will give the Landlord a copy of reasonably detailed drawings and specifications for the proposed work and names of contractors and subcontractors who will perform such work. The Tenant will do such approved work at its sole cost and expense in a good and workmanlike manner, in accordance with the drawings and specifications the Landlord has approved, and in

accordance with the Landlord's reasonable requirements. The Tenant will use contractors and subcontractors to whom the Landlord has consented, except that the Tenant may use its own employees provided such employees carry out such construction, installation or alteration in accordance with all manufacturers or equipment suppliers requirements and industry standards and subject to the foregoing, the Landlord may designate the contractors, and subcontractors to be used for mechanical, structural, or electrical design and work. The Landlord's reasonable costs of providing consent, inspection, and supervision with respect to any such work are to be paid for by the Tenant as Additional Rent. Upon completing any work, the Tenant will deliver to the Landlord a full set of as-built drawings which the Landlord may keep.

14.4 Liens

In connection with all labour performed on, or materials supplied to the Premises or the Landlord's Lands, the Tenant shall comply with all the provisions of the *Builders Lien Act* (British Columbia) and other statutes from time to time applicable thereto (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks) and, pursuant to the *Builders Lien Act* or such other statutes, shall post and keep posted and registered notices pursuant to the *Builders Lien Act* and in respect of the posted notices in at least two conspicuous places, on the Premises or the Landlord's Lands obvious to workmen, material men, contractors and subcontractors, from the date of commencement of any construction until the date that is 45 Days next following the date on which the architect certifies that the improvements to the Premises or the Landlord's Lands are substantially completed, stating that the Landlord will not be responsible for the improvements. Notwithstanding the foregoing, the Landlord reserves the right through the Term to enter upon the Premises at the Landlord's option for the purpose of posting and maintaining such notices. The Tenant and those claiming through the Tenant shall not remove, deface or obscure such notices.

14.5 Tenant to Discharge Lien

If and whenever any builders liens or other lien for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable, or claims therefore shall arise or be filed, the Tenant shall within 15 days after receipt of notice thereof procure the discharge thereof, including any *certificate of pending litigation* registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law.

14.6 Tenant to Reimburse Landlord

The Tenant will reimburse the Landlord for all costs of the Landlord arising out of or in any way connected with section 14.1 or 14.3 or any builder's lien or other lien arising as a result of any activity of the Tenant under this Lease or on the Premises or the Landlord's Lands.

14.7 Tenant's Negligence and Liability

Notwithstanding section 14.1, if any part of the Premises or the Landlord's Lands, including utilities systems, needs repair or replacement by reason of the fault, omission or negligence

of the Tenant or its employees, contractors, invitees or licensees, the Tenant will be responsible for repair and restoration thereof at its own expense therefore and for any resulting or consequential injury, loss or damage whether or not such repair or replacement is covered by the Landlord.

14.8 Damage or Destruction

In the event of any substantial damage or destruction to the Premises, the Landlord may in its discretion, terminate this Lease without compensation to the Tenant.

15. Surrendering Premises and Removing Fixtures

15.1 Surrender

At the end of the Term or earlier termination of this Lease, the Tenant will surrender possession of the Premises and the Tenant's Leasehold Improvements to the Landlord, without compensation, in the condition in which the Tenant was obliged to keep them during the Term. The Tenant's Leasehold Improvements will remain the Landlord's property, except for those which the Tenant is obliged to remove under Section 15.2.

15.2 Removal of Fixtures

During the Term, the Tenant will not remove from the Premises its Leasehold Improvements, trade fixtures, furniture or equipment, except for furniture and equipment which, in the normal course of its business, is no longer needed or is being replaced by furniture or equipment of equal or better quality.

15.3 Survival

The Tenant's obligations in this Section 15 will survive the end of the Term.

16. Liability-Indemnification and Insurance

16.1 Limitation of Landlord's Liability

The Landlord will not be liable for any bodily injury or death of, or loss or damage to any property belonging to, the Tenant or its employees, contractors, invitees, or licensees or any other person in or about the Premises, the Landlord's Lands or any part thereof unless resulting from the Landlord's gross negligence, but in no event will the Landlord be liable for any damage caused by smoke, steam, water, ice, rain, snow, or fumes which may leak into, issue or flow from any part of the Premises, the Landlord's Lands or any part thereof or from the plumbing works, or from any other place, or caused by the condition or arrangement of any wiring. The Tenant shall not be entitled to any abatement of Rent in respect of any such loss, damage, injury, failure or interruption of service nor shall the same constitute an eviction.

16.2 Indemnification - General

The Tenant will release, indemnify, defend and save harmless the Landlord, its elected officials, officers, employees, agents and contractors from and against any and all losses, demands, builders liens, liabilities, damages, costs, expenses, indirect or consequential damages (including loss of profits and loss of use and damage arising out of delays), causes of actions, actions, claims, suits and judgments including all costs of defending or denying the same (including all legal fees on a solicitor and own client basis), which the Landlord may incur or suffer or be put to by reason of or in connection with or arising from the Tenant's activities on the Premises or the Landlord's Lands, this Lease or the use and occupation of the Premises or the Landlord's Lands, including without limitation:

- (a) any breach, violation or non-performance by the Tenant of any obligation contained in this Lease to be observed or performed by the Tenant;
- (b) any damage to the property of the Tenant, any sub-tenant, licensee, or any person claiming through or under the Tenant or any sub-tenant or licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, occupation, repair or maintenance of the Premises;
- (c) any injury to any person, including death, resulting at any time therefrom, occurring in or about the Premises or the Landlord's Lands;
- (d) any wrongful or unlawful act or neglect of the Tenant, its invitees and licensees, in and about the Premises or the Landlord's Lands;
- (e) the Premises or the Landlord's Lands or any portion thereof not being suitable for use by the Tenant;
- (f) any release or alleged release of any Hazardous Substances at or from the Premises for the Landlord's Lands arising or resulting from or in relation to any act or omission or of the use of occupation of the Premises by the Tenant or any person for whom in law the Tenant is responsible;
- (g) the need to take any remedial action and the taking of such action as a result of Hazardous Substances on the Premises or the Landlord's Lands or any portion thereof; or
- (h) any injury to any person (including death), property damage or other loss or damage including damage to property outside the Premises or the Landlord's Lands or any portion thereof, arising out of or in any way connected with the manufacture, storage, transportation, handling or discharge of Hazardous Substances on or from the Premises.

16.3 Survival of Indemnities

The obligations of the Tenant to indemnify the Landlord shall apply and continue notwithstanding the end of the Term, any termination of this Lease or breach of this Lease by

the Landlord, or negligence on the part of the Landlord, its elected officials, officers, servants, agents, employers, contractors and subcontractors anything in this Lease to the contrary notwithstanding.

16.4 Tenant's Insurance

The Tenant will obtain and maintain in good standing:

- (a) Commercial General Liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises or the Landlord's Lands or any portion thereof including personal liability, liability assumed by contract, Tenant's legal liability, and non-owned automobile liability. Such insurance will:
 - (i) have a limit of not less than \$5,000,000 in respect of any one occurrence;
 - (ii) be primary insurance and will not call into contribution any other insurance available to the Landlord, which means that the Tenant's insurance will cover any loss before the Landlord's or other insurance; and
 - (iii) provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party;
- (b) insurance upon the Tenant's property normally located within the Premises, and any property which is repaired at the Tenant's expense under this Lease, including stock in trade, inventory, furniture, fittings, Leasehold Improvements, and Tenant's fixtures in an amount equal to the full replacement cost thereof, against at least the perils of fire, sprinkler leakage, theft, vandalism, riot, civil commotion, impact of aircraft, water damage, earthquake, flood, and any perils not mentioned above which are included in normal "all risks" coverage;
- (c) insurance against all explosion, rupture or failure of boilers, pressure vessels or equipment within or serving the Premises exclusively;
- (d) such other types of insurance as a prudent tenant would obtain from time to time.

16.5 The Tenant will obtain all such insurance in at least those amounts set out in Section 16.4 (a) to (d) as it relates to the liability insurance policies, and otherwise in those amounts a prudent owner of comparable space in a comparable building in the Greater Vancouver area would obtain and maintain from time to time. All such insurance policies will:

- (a) include the Tenant and the Landlord (City of Maple Ridge) with respect to the insurance policy specified in Section 16.4(a) as named insured;
- (b) contain a waiver of any right of subrogation or recourse by the Tenant's insurer against the Landlord or its employees, agents, contractors, whether or not any loss is caused by the act, omission or negligence of the Landlord or its employees, agents, contractors;

- (c) provide that the insurer will give the Landlord 30 days' prior written notice of cancellation, material alteration or lapse of any policy; and
- (d) provide that such policies will not be invalidated with respect to the interest of the Landlord by reason of any breach or violation of any warranties, representations, declarations, or conditions contained in the policies. The Tenant will effect all such policies with insurers and upon terms satisfactory to the Landlord. The Tenant will give the Landlord certified copies of its insurance policies evidencing all such insurance and its renewal. The Tenant will pay the premium for each policy. If the Tenant fails to obtain or maintain any such insurance, the Landlord may do so as the Tenant's agent and at the Tenant's costs. The Tenant will review all its policies annually to ensure that they are up to date and will obtain and maintain such other insurance as required by the Landlord from time to time.

16.6 Landlord's Insurance

The Landlord will take out and maintain property insurance on the Premises in the amounts, for the perils and on the terms and conditions that it insures its other buildings and property.

2. PERFORMANCE OF TENANT'S COVENANTS, DEFAULT, BANKRUPTCY AND TERMINATION

17.1 Landlord May Perform Covenants

If the Tenant defaults in complying with any of its obligations under this Lease, the Landlord, in addition to its other rights and remedies under this Lease or at law or at equity, may remedy or attempt to remedy any such default and for such purpose may enter the Premises. No such entry will be deemed to be a re-entry or trespass. The Tenant will promptly pay the Landlord on demand for the Landlord's costs, charges and expenses of so remedying or attempting to remedy together with any interest thereon. Except for the Landlord's intentional acts or negligence, the Landlord will not be liable to the Tenant for any act or omission in so remedying or attempting to remedy. No notice of the Landlord's intention to perform such covenant need be given to the Tenant except if and to the extent any provision of this Lease expressly requires that notice be given in the circumstances.

17.2 Right of Re-Entry on Default or Termination

- (a) If and whenever:
 - (i) the Tenant fails to pay any Rent after it is due and after five Days' notice of late Rent from the Landlord; or
 - (ii) the Tenant defaults in observing or performing any of its obligations and fails to cure that default within 30 days after the Landlord gives the Tenant notice specifying the nature of the default, or no time for cure in the event of emergency circumstances, or where the Tenant has failed to keep in force the required insurance, or where the default is not curable;
 - (iii) the Tenant ceases to be or operate as a not-for-profit entity;

- (iv) this Lease is terminated under any provision hereof;
- (v) the Landlord has become entitled to terminate this Lease; or
- (vi) the Tenant abandons the Premises or any part thereof,

then, in each and every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forced entry if necessary, to enter into and upon the Premises or any part thereof in the name of the whole, and to terminate this Lease to repossess the Premises and enjoy as of its former estate, despite anything in this Lease to the contrary. If the Landlord terminates this Lease pursuant to this Section 17.2 or otherwise as a result of default of the Tenant, the Tenant shall be liable to the Landlord for the amounts payable pursuant to Section 17.10.

- (b) Any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time. At the end of the notice period, the Tenant shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Premises and the Landlord may forthwith re-enter the Premises and repossess and enjoy the same. The Tenant may terminate the lease with 180 days notice or in the event that the Premises be deemed structurally, mechanically or otherwise unfit for occupation, the Tenant may terminate upon 48 hours notice.

17.3 Termination and Re-Entry

If the Landlord is entitled to re-enter the Premises under this Lease or at law or at equity, the Landlord, in addition to its other rights and remedies, may terminate this Lease forthwith by leaving notice of such termination in the Premises.

17.4 Re-Letting

If the Landlord is entitled to re-enter the Premises under this Lease or at law or at equity, the Tenant shall immediately vacate and surrender the Premises and all rights of the Tenant under this Lease to the Landlord and the Landlord, in addition to its other rights and remedies, may enter the Premises, as the Tenant's agent, and re-let them and receive the rent from that re-letting, and, as the Tenant's agent, take possession of any personal property in the Premises, or any place to which it has been removed, and sell it at public or private sale without notice to the Tenant, and the Landlord shall retain the proceeds and any basic rent or additional rent received from the re-letting, without prejudice to any amounts due and owing by the Tenant hereunder, all on whatever terms the Landlord may deem appropriate.

17.5 Method and Waiver on Re-Entry

If the Landlord re-enters the Premises then, in addition to its other rights and remedies, it

may expel the Tenant and those claiming through or under the Tenant, remove any property in the Premises, and force or change the locks, without being guilty of trespass. The Tenant waives and renounces the benefit of any present or future law requiring the Landlord to serve notice or begin legal action in order to re-enter.

17.6 Bankruptcy or Insolvency

If the Term shall at any time be seized or taken in execution by any creditor of the Tenant, or if the Tenant shall make a general assignment for the benefit of creditors, or if it is dissolved, cancelled or wound up under the *Society Act* (British Columbia), or if it is struck from the register of societies by the British Columbia Corporate Registry, or be adjudicated a bankrupt or insolvent, or shall consent to the institution of bankruptcy or insolvency proceedings against it, or shall file an application or petition or answer or consent, seeking re-organization or re-adjustment of the Tenant under the *Bankruptcy and Insolvency Act* or any law of Canada or any province thereof relating to bankruptcy or insolvency, or shall consent to the filing of any such application or petition, or shall consent to the appointment of a receiver, or if the Tenant or its officials or officers shall pass any resolution authorizing the dissolution or winding-up of the Tenant, or if a receiver, interim receiver, trustee or liquidator of all or any part of the property of the Tenant shall be appointed or applied for by the Tenant, or if a judgment, decree or order shall be entered by a court of competent jurisdiction adjudging the Tenant as bankrupt or insolvent or subject to the provisions of the *Bankruptcy and Insolvency Act* or determining the proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding-up or any similar relief under the *Bankruptcy and Insolvency Act* or any law of Canada or any province thereof relating to bankruptcy or insolvency have been properly instituted, then this Lease shall at the option of the Landlord immediately become terminated.

17.7 Distress

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's right of distress, and agrees that none of the Tenant's personal property will be exempt from levy by distress for Rent in arrears.

17.8 Cumulative Remedies

The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this Lease, the Landlord shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements hereof.

17.9 Waiver and Condoning

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this Lease shall not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this Lease shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the

Landlord of Rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Tenant shall not waive such breach. No waiver by the Landlord shall be effective unless made in writing.

17.10 Legal Fees

If the Landlord exercises any of its rights or remedies as a result of the default, the Tenant will pay the Landlord's reasonable costs and out-of-pocket expenses of so exercising, including complete legal costs.

3. GENERAL PROVISIONS

18.1 Events of Delay

If either the Landlord or the Tenant is unable to provide any service, utility, work, or repair by reason of an Event of Delay not the fault of the party delayed, the time for performing the obligation shall be extended by that period of time which is equal to length of the delay, but this shall not operate to excuse the Tenant or the Landlord from the prompt payment of any amount required under the Lease. The Landlord or the Tenant, as the case may be, will use all reasonable efforts to overcome any such Event of Delay. Neither the Landlord nor the Tenant will be entitled to compensation for any inconvenience, nuisance, or discomfort caused by such an Event of Delay, or to cancel this Lease.

18.2 Overholding

This Lease will terminate at the end of the Term without notice or demand. If the Tenant stays in the Premises after the end of the Term without objection by the Landlord and without a further written agreement with the Landlord, such holding over will not constitute a renewal of this Lease. In such case, the Landlord, at its option, may elect to treat the Tenant as one who has not vacated at the end of the Term and to exercise all its remedies in that situation, or may elect to construe such holding over as a tenancy from month to month subject to all the terms of this Lease, except:

- (a) for Term;
- (b) basic rent which will be equal to two times the Basic Rent payable in advance in monthly installments on the first day of each month; and
- (c) that there will be no inducements or allowances, renewal rights, rent abatements, rights of refusal, rights to additional space or other like concessions or rights.

This provision shall not authorize the Tenant to overhold where the Landlord has objected.

18.3 Exhibiting Premises

The Landlord, during normal business hours, may exhibit the Premises to prospective tenants during the last six (6) months of the Term and, at all reasonable times, to the Landlord's prospective purchasers and lenders, but, in doing, will disturb the Tenant as little

as possible.

18.4 Subordination

This Lease and the Tenant's rights will be subordinated and postponed to all mortgages and other financial charges which now or hereafter charge the Premises, and to all renewals, modifications, consolidations, replacements, or extensions of same, notwithstanding the respective dates of execution or registration. The Tenant, at the Landlord's cost, will execute any instrument confirming such subordination and postponement.

18.5 Certificates

The Landlord and the Tenant agree that at any time and from time to time upon not less than thirty (30) days prior request by the other party, each will execute, acknowledge and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the Rent and other charges have been paid and the request shall specify the charges in respect of which such information is required;
- (c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular enquiries, the party who requests the statement is not in default under any provisions of this Lease; or, if in default, the particulars thereof; and
- (d) any other reasonable information which is requested.

18.6 Attornment

If any person shall through the Landlord succeed to the rights of the Landlord under this Lease or to ownership of the Premises, whether through possession or foreclosure or the delivery of a transfer of the Premises then, upon the request of the party succeeding to the Landlord's rights hereunder, the Tenant shall attorn to and recognize the Landlord's mortgagee or other party as the landlord of the Tenant under this Lease, and shall promptly execute and deliver any instrument that such party may reasonably request to evidence the attornment. In the event of any other transfer of the interest of the Landlord hereunder, upon the written request of the transferee and the Landlord, the Tenant shall attorn to and recognize the transferee as the landlord of the Tenant under this Lease and shall promptly execute and deliver any instrument that the transferee and Landlord may reasonably request to evidence the attornment provided that the transferee agrees with the Tenant to become the landlord hereunder and to assume the obligations of the Landlord hereunder that are to be performed after the transfer.

18.7 Notices

Any notice, request, or demand required or permitted to be given must be in writing and will be sufficiently given if personally served or mailed by prepaid registered post as follows:

- (a) to the Landlord:
City of Maple Ridge
11995 Haney Place
Maple Ridge, British Columbia V2X 6A9
Attention: Manager of Arts & Community Connections
- (b) to the Tenant:
The Maple Ridge Lapidary Club
P.O. Box 142
Maple Ridge, British Columbia V2X 7E9
Attention: The President

Any notice, request, or demand will be presumed, if mailed, to have been received five (5) business days after the day on which it is mailed, if delivered, upon receipt, except that if, between the time of mailing and actual receipt, there is an actual or reasonable, anticipated mail strike, slowdown, or labour dispute which might affect delivery, the notice will be effective only if actually delivered. Either the Landlord or Tenant will give notice to the other changing its address for service.

18.8 Time of Essence

Time will be of the essence of this Lease, save as herein otherwise provided.

18.9 Registration

This Lease must not be registered in the Land Title Office.

18.10 Liability

If two or more persons, corporations, partnerships, or other business associations execute this Lease as Tenant the liability of each to observe or perform the Tenant's obligations will be deemed to be joint and several. If the Tenant or covenantor, as the case may be, named in this Lease is a partnership or other business association, the members of which by law are subject to personal liability, the liability of each such member will be deemed to be joint and several. The Tenant will cause the Tenant's employees, invitees, licensees, and other persons over whom the Tenant may reasonably be expected to exercise control to comply with the Tenant's obligations under this Lease, and any failure to comply will be deemed to be a default by the Tenant. The Tenant will be liable to the Landlord for the negligent or willful acts or omissions or any such employees, invitees, licensees, or other persons over whom the Tenant may reasonably be expected to exercise control.

18.11 Binding Effect

It is further agreed and declared by the Landlord and the Tenant that this Lease shall extend to, be binding upon and enure to the benefit of the Landlord and the Tenant and each of their successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Lease on the dates set out below.

THE CORPORATE SEAL OF THE LANDLORD
was hereunto affixed in the presence of:

Corporate Officer

Date: _____

THE CORPORATE SEAL OF THE TENANT
was hereunto affixed
in the presence of:

Signature

Name & Title

Signature

Name & Title

Date: _____



SCHEDULE "B"RULES AND REGULATIONS

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord after consultation with the Tenant and acting reasonably as provided in the Lease):

1. The Tenant shall not use or permit the use of the Premises in such manner as to create any objectionable noises or fumes.
2. The Tenant shall not abuse, misuse or damage the Premises or any of the improvements or facilities therein, and in particular shall not deposit rubbish in any plumbing apparatus or use it for other than purposes for which it is intended.
3. The Tenant shall not permit access to main header ducts, janitors and electrical closets and other necessary means of access to mechanical, electrical and other facilities to be obstructed by the placement of furniture or otherwise. The Tenant shall not place any additional locks or other security devices upon any doors of the Premises without immediately notifying the Landlord and subject to any conditions imposed by the Landlord for the maintenance of necessary access.
4. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Landlord to enforce them or create any liability of the Landlord for their non-enforcement.

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
MEETING DATE: February 5, 2019
FILE NO: 2135121
FROM: Chief Administrative Officer
MEETING: COW
SUBJECT: South Albion Neighbourhood Park Contribution

EXECUTIVE SUMMARY:

Since early 2016, the City of Maple Ridge has been working closely with School District No. 42 (SD42) on the development of a joint neighbourhood park and school site at 24093 – 104 Avenue, which when complete will contain the c̓əsq̓ənele Elementary School, a neighbourhood park and the Albion Community Centre. As part of this joint park/school development, the City has set aside funds towards the construction of a playground, sports court, pathways and sports field which are amenities that would typically be provided in a neighbourhood park. In this case, the School District will construct these amenities in conjunction with the school development project. Construction and operating agreements will be presented for Council's endorsement prior to the school's opening.

RECOMMENDATION:

That the City of Maple Ridge's funding contribution of \$578,000 for the South Albion area neighbourhood park amenities be released to School District No. 42 towards the construction of a playground, sports court, pathways and sports field at 24093 – 104 Avenue.

DISCUSSION:

a) Background Context:

Several years ago, the City and SD42 acquired lands for a joint park/school site on 104 Avenue in alignment the City's Official Community Plan. In 2018, additional lands were purchased adjacent to the site to accommodate a larger capacity school and a community centre. City and SD42 staff have been working closely on the proposed facilities design and the joint site development plan. The elementary school and neighbourhood park project has advanced through detailed design to construction, and is scheduled to open for the 2019/2020 school year.

SD42 is overseeing the construction management for both the school and park amenities in order to obtain best pricing, provide coordinated construction activities and joint project completion. Construction and operating agreements for the park amenities and shared parking will be presented for Council's endorsement prior to the school's opening.

b) Desired Outcome:

The desired outcome is that SD42 be enabled to deliver the South Albion park amenities on behalf of the City in a timely and efficient manner to coincide with the opening of the c̓əsq̓ənele Elementary School.

c) Strategic Alignment:

This joint park/school project is consistent with the 2010 Parks, Recreation & Culture Master Plan and the Master Agreement between the School District and the City for the joint use of public facilities and coordination of services.

d) Citizen/Customer Implications:

South Albion area residents will benefit from the ability to access this new park amenity within close walking distance and cēsqenele Elementary School students will benefit from having these amenities in place when the school opens in the 2019/2020 school year.

e) Business Plan/Financial Implications:

Funding for the City's contribution for the proposed park amenities identified as 'South Albion Park Development' (LTC017129) in the amount of \$585,600 is contained in the adopted 2019 Financial Plan with the majority of this funding provided through Development Cost Charges. A small portion of this funding has been utilized for the land subdivision costs, with remaining funds in the amount of \$578,000 to be used to develop the neighbourhood park amenities.

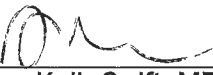
CONCLUSION:

Construction of cēsqenele Elementary School is advancing on schedule for the anticipated opening in the 2019/2020 school year. It is recommended that the City's contribution of \$578,000 for the neighbourhood park amenities be released to SD42 in order for the work to be completed in tandem with the school project.


Prepared by: Valoree Richmond, MBCSLA
Manager of Parks Planning & Development


Reviewed by: David Boag
Director of Parks & Facilities


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


Approved by: Kelly Swift, MBA
General Manager Parks, Recreation & Culture


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