City of Maple Ridge

COMMITTEE OF THE WHOLE
AGENDA
June 1, 2021
1:30 p.m.
Virtual Online Meeting including Council Chambers

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

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

1. CALL TO ORDER

2. ADOPTION OF MINUTES

2.1 Minutes of the Committee of the Whole Meeting of May 18, 2021

3. DELEGATIONS / STAFF PRESENTATIONS (10 minutes each)

4. PLANNING AND DEVELOPMENT SERVICES

Note:

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

1101 **2021-196-RZ, 12369 Garibaldi Street, RS-3 to RS-2**

Staff report dated June 1, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7753-2021 to rezone from RS-3 (Single Detached Rural Residential) to RS-2 (Single Detached Suburban Residential) to permit a future subdivision of three lots be given first reading and that the applicant provide further information as described on Schedule G of the Development Procedures Bylaw No. 5879-1999, along with the information required for a Subdivision application.

1102 2018-180-RZ, 22083 and 22057 Lougheed Highway and PID 005-293-910, RS-1 to RM-2

Staff report dated June 1, 2021 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7758-2021 to permit a site specific text amendment to increase the maximum height for apartments to six storeys for Major Corridor Residential development be given first and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7481-2018 to rezone from RS-1 (Single Detached Residential) to RM-2 (Medium Density Apartment Residential) to permit a development of a six storey apartment building with approximately 106 strata units and underground parking be given second reading as amended and be forwarded to Public Hearing.

1103 2017-573-DVP/DP, 11575, 11587 223 Street and 22300 River Road

Staff report dated June 1, 2021 recommending that the Corporate Officer be authorized to sign and seal 2017-573-DVP to reduce the minimum setback to the building face, to reduce maximum projection of a balcony from the building face in specified areas, to reduce minimum setback for off-street parking in an underground structure and to increase the maximum permitted percentage of small car stalls and that the Corporate Officer be authorized to sign and seal 2017-573-DP to permit construction of a 36 unit apartment development.

1104 2020-200-DP, 20170 115A Avenue

Staff report dated June 1, 2021 recommending that the Corporate Officer be authorized to sign and seal 2020-200-DP to permit construction of an industrial building.

5. ENGINEERING SERVICES

1131 Award of Contract ITT-EN21-35: 216 Street Watermain and Sanitary Sewer Replacement (124 Avenue to 128 Avenue)

Staff report dated June 1, 2021 recommending that Contract ITT-EN21-35: 216 Street Watermain and Sanitary Sewer Replacement (124 Avenue to 128 Avenue), be awarded to Richco Contracting Ltd., that a project contingency be approved to address potential variations in field conditions, that the existing ISL Engineering and Land Services Ltd. contract for Engineering Design Services for 216 Street Watermain and Sanitary Replacement (124 Avenue to 128 Avenue) be increased, that the Financial Plan be amended to increase the project funding from the Water Revenue Fund and Sewer Revenue Fund and that the Corporate Officer be authorized to execute the contract.

6. CORPORATE SERVICES

1151 **Integrated Safety Ambassador Team (ISAT)**

Staff report dated June 1, 2021 recommending that the Integrated Safety Ambassador Team Initiative be endorsed.

7. PARKS, RECREATION & CULTURE

1171 **Maple Ridge Pitt Meadows Arts Council Operating and Lease Agreements for ACT Arts Centre – Renewal Discussion**

Staff report dated June 1, 2021 recommending that the Maple Ridge Pitt Meadows Arts Council Society's Operating and Lease Agreements dated January 1, 2021 be approved for a three year term with an option to renew for an additional three years and that the Corporate Officer be authorized to execute the agreement.

8. ADMINISTRATION

9. COMMUNITY FORUM

10. NOTICE OF CLOSED COUNCIL MEETING

The meeting will be closed to the public pursuant to Sections 90 (1) and 90 (2) of the *Community Charter* as the subject matter being considered relates to the following:

Section 90(1)(c) Labour relations or employee negotiations.

Section 90(1)(g) Litigation or potential litigation affecting the municipality.

Section 90(1)(j) Information that is prohibited or information that if it were presented in a document would be prohibited from disclosure under Section 21 of the Freedom of Information and Protection of Privacy Act.

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

11. ADJOURNMENT

COMMUNITY FORUM

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

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

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

Input from the public during Community Forum will be facilitated using Zoom. Please participate by clicking on the date of the meeting at https://www.mapleridge.ca/640/Council-Meetings. When the meeting reaches the Community Forum portion, please raise your virtual hand to indicate you would like to speak.

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

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

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

For more information contact:

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

APPROVED BY:
DATE: May 27, 2021
PREPARED BY: Absent
DATE: May 27, 2021
CHECKED BY: Erin Mark
DATE: May 27/21

City of Maple Ridge

COMMITTEE OF THE WHOLE MEETING MINUTES

May 18, 2021

The Minutes of the Committee of the Whole Meeting held on May 18, 2021 at 1:30 p.m. virtually and in Council Chambers of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT	*Appointed Staff*
Elected Officials	A. Horsman, Chief Administrative Officer
Mayor M. Morden	C. Carter, General Manager Planning & Development Services
Councillor J. Dueck	C. Crabtree, General Manager Corporate Services
Councillor K. Duncan	S. Hartman, General Manager Parks, Recreation & Culture
Councillor C. Meadus	D. Pollock, General Manager Engineering Services
Councillor G. Robson	S. Nichols, Corporate Officer
Councillor R. Svendsen	T. Thompson, Director of Finance
Councillor A. Yousef	*Other Staff as Required*
	M. Baski, Planner 2
	C. Goddard, Director of Planning
	M. McMullen, Manager of Community Planning and Environmental Services
	D. Olivieri, Research Technician

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

Note: Due to the COVID-19 pandemic, Councillor Duncan, Councillor Meadus, and Councillor Yousef chose to participate electronically. Councillor Dueck chaired the meeting from Council Chambers as Acting Mayor.

Note: Mayor Morden, Councillor Robson and Councillor Svendsen were not in attendance at the start of the meeting.

1. *CALL TO ORDER*

Note: Mayor Morden and Councillor Svendsen joined the meeting at 1:31 p.m. and participated electronically.

2. *ADOPTION AND RECEIPT OF MINUTES*

2.1 Minutes of the Committee of the Whole Meeting of May 4, 2021

It was moved and seconded

That the minutes of the May 4, 2021 Committee of the Whole Meeting be amended to indicate that Councillor Duncan was absent for the vote on Item 1132 and that the minutes be adopted as amended.

CARRIED
2.1

3. *DELEGATIONS/STAFF PRESENTATIONS* – Nil

4. *PLANNING AND DEVELOPMENT SERVICES*

1101 2020-350-AL, 22673 132 Avenue, Non-Farm Use Application

Staff report dated May 18, 2021 recommending that Application 2020-350-AL for Non-Farm Use to allow a play area of approximately 232 m^2 (2500 ft^2) to supplement existing agri-tourism activities within the farm at 22673 132 Avenue be authorized to proceed to the Agricultural Land Commission.

Note: Councillor Robson joined the meeting at 1:36 p.m. He participated electronically.

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

It was moved and seconded
That the staff report dated May 18, 2021 titled "Non-Farm Use Application, 22673 132 Avenue" be forwarded to the Council Meeting of May 25, 2021

CARRIED

1102 2020-168-RZ, 13960 232 Street, 13897 and 14027 Silver Valley, RS-3 to R-1, R-2 and RST

Staff report dated May 18, 2021 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7739-2021 to revise boundaries of the land use designations to fit the site conditions be given first and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7662-2020 to rezone from RS-3 (Single Detached Rural Residential) to R-1 (Single Detached [Low Density] Urban Residential), R-2 (Single Detached [Medium Density] Urban Residential) and RST (Street Townhouse Residential) to permit a future subdivision of approximately 64 lots which includes 51 single-family lots and 13 street townhouse units be given second reading and be forwarded to Public Hearing.

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

It was moved and seconded
the staff report dated May 18, 2021 titled "First and Second Reading, Official Community Plan Amending Bylaw No. 7739-2021; Second Reading, Zone Amending Bylaw No. 7662-2020; 13960 232 Street, 13897 and 14027 Silver Valley Road" be forwarded to the Council Meeting of May 25, 2021

CARRIED

1103 2021-092-RZ, 12414 216 Street, RS-1 to R-1

Staff report dated May 18, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7754-2021 to rezone from RS-1 (Single Detached Residential) to R-1 (Single Detached [Low Density] Urban Residential) to permit a subdivision of approximately two lots be given first reading and that the applicant provide further information as described on Schedule B of the Development Procedures Bylaw No. 5879-1999, along with the information required for a Subdivision application.

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

It was moved and seconded

That the staff report dated May 18, 2021 titled "First Reading, Zone Amending Bylaw No. 7754-2021, 12414 216 Street" be forwarded to the Council Meeting of May 25, 2021

CARRIED

1104 2021-188-RZ, 12203 Forest Place, RS-1 to RT-1

Staff report dated May 18, 2021 recommending that Maple Ridge Zone Amending Bylaw No. 7752-2021 to rezone from RS-1 (Single Detached Residential) to RT-1 (Two-Unit Urban Residential) to permit the future construction of a duplex be given first reading.

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

It was moved and seconded

That the staff report dated May 18, 2021 titled "First Reading, Zone Amending Bylaw No. 7752-2021, 12203 Forest Place" be forwarded to the Council Meeting of May 25, 2021

CARRIED

1105 Development Services Fee Review

Staff report dated May 18, 2021 recommending that Maple Ridge Fees & Charges Amending Bylaw No. 7755-2021 and Maple Ridge Building Amending Bylaw No. 7756-2021 to update Building, Development Application, and Subdivision and Development Servicing fees to reflect current market rates and service costs based on a municipal comparison and analysis, be given first reading.

D. Olivieri, Research Technician, provided a summary presentation and staff answered Council questions.

It was moved and seconded

That the staff report dated May 18, 2021 titled "Development Services Fee Review" be forwarded to the Council Meeting of May 25, 2021

CARRIED

5. ENGINEERING SERVICES – Nil

6. CORPORATE SERVICES – Nil

7. PARKS, RECREATION & CULTURE – Nil

8. ADMINISTRATION – Nil

9. ADJOURNMENT – 2:43 p.m.

_____

J. Dueck, Chair
Presiding Member of the Committee

MAPLE RIDGE
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mapleridge.ca

City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	June 1, 2021
		FILE NO:	2021-196-RZ
FROM:	Chief Administrative Officer	**MEETING:**	C o W

SUBJECT: **First Reading**
Zone Amending Bylaw No. 7753-2021
12369 Garibaldi Street

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property, located at 12369 Garibaldi Street, from RS-3 (Single Detached Rural Residential) to RS-2 (Single Detached Suburban Residential), to permit a future subdivision of three (3) lots. To proceed further with this application additional information is required as outlined below.

As per Council Policy 6.31, which was updated December 12, 2017, this application is subject to the Community Amenity Contribution (CAC) Program, at a rate of $5,100 per lot. Therefore, an estimated CAC amount of only $15,300.00 would be required.

RECOMMENDATIONS:

1. **That Zone Amending Bylaw No. 7753-2021 be given first reading; and**

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

DISCUSSION:

a) Background Context:

Applicant:	John G Linn
Legal Description:	Lot 31 Section 20 Township 15 NWD Plan 55367
OCP:	
Existing:	Suburban Residential
Proposed:	Suburban Residential
Within Urban Area Boundary:	No
Area Plan:	OCP – General Land Use Plan
OCP Major Corridor:	No
Zoning:	
Existing:	RS-3 (Single Detached Rural Residential)
Proposed:	RS-2 (Single Detached Suburban Residential)

1101

Surrounding Uses:

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

Existing Use of Property:	Residential Single-Family
Proposed Use of Property:	Residential Single-Family
Site Area:	2.025 HA (5.0 acres)
Access:	Garibaldi Street
Servicing requirement:	Rural Standard

b) Site Characteristics:

The subject property has variations in its terrain from depressions to mounds. Adjacent properties consist of greater terrain variations with ravines and depressions particularly on properties located east of Garibaldi Street. There is an existing single-family dwelling and an accessory building on the site. Existing vegetation includes indigenous adolescent and mature trees that are located on the throughout the site.

c) Project Description:

The applicant proposes to rezone the subject property from RS-3 (One Family Rural Residential) to RS-2 (Single Detached Suburban Residential) to permit future subdivision into three (3) single family residential lots (See Appendix D). The proposed number of lots and coressponding area can be veiwed in the table below:

Lot Number	Lot Size (ha)
1	0.56
2	0.48
3	0.98

All proposed lots would be accessed from Garibaldi Street.

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

d) Planning Analysis:

Official Community Plan:

The OCP designates the subject property as *Suburban Residential*, and development of the property is subject to the *Residential Designation* Policies 3.10 through to 3.13 of the OCP. These policies require that development outside of the Urban Containment Boundary are not developed at urban densities. The OCP Policies will not support the creation of lots less than 0.4 ha in size nor allow subdivision without City water services; private on-site sewage systems are permitted.

After reviewing the lot dimensions of the proposed subdivision, it's been concluded that the proposal meets Policy 3.10 through to 3.13 and compliments adjacent lot sizes.

Zoning Bylaw:

The current application proposes to rezone the property located at 12369 Garibaldi Street from RS-3 (Single Detached Rural Residential) to RS-2 (Single Detached Suburban Residential) (see Appendix C) to permit a future subdivision of three (3) lots (see Appendix D). The minimum lot size for the current RS-3 zone is 0.8 ha, and the minimum lot size for the proposed RS-2 zone is 0.4 ha. Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

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";
- All lands with an average natural slope of greater than 15 %;
- All floodplain areas and forest lands identified on Natural Features Schedule "C"

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

Advisory Design Panel:

This application does not require a report to the ADP.

Development Information Meeting:

A Development Information Meeting is not required for this application as the proposal is creating less than five (5) dwelling units and there is no change in use as per Council Policy 6.20.

e) Interdepartmental Implications:

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

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

f) Development Applications:

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

1. A complete Rezoning Application (Schedule B);
2. A Natural Features Development Permit Application (Schedule G); and
3. 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 Tyson Baker"

Prepared by: **Tyson Baker, B.Pl.**
Planning Technician

"Original signed by Chuck Goddard"

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

"Original signed by Christine Carter"

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

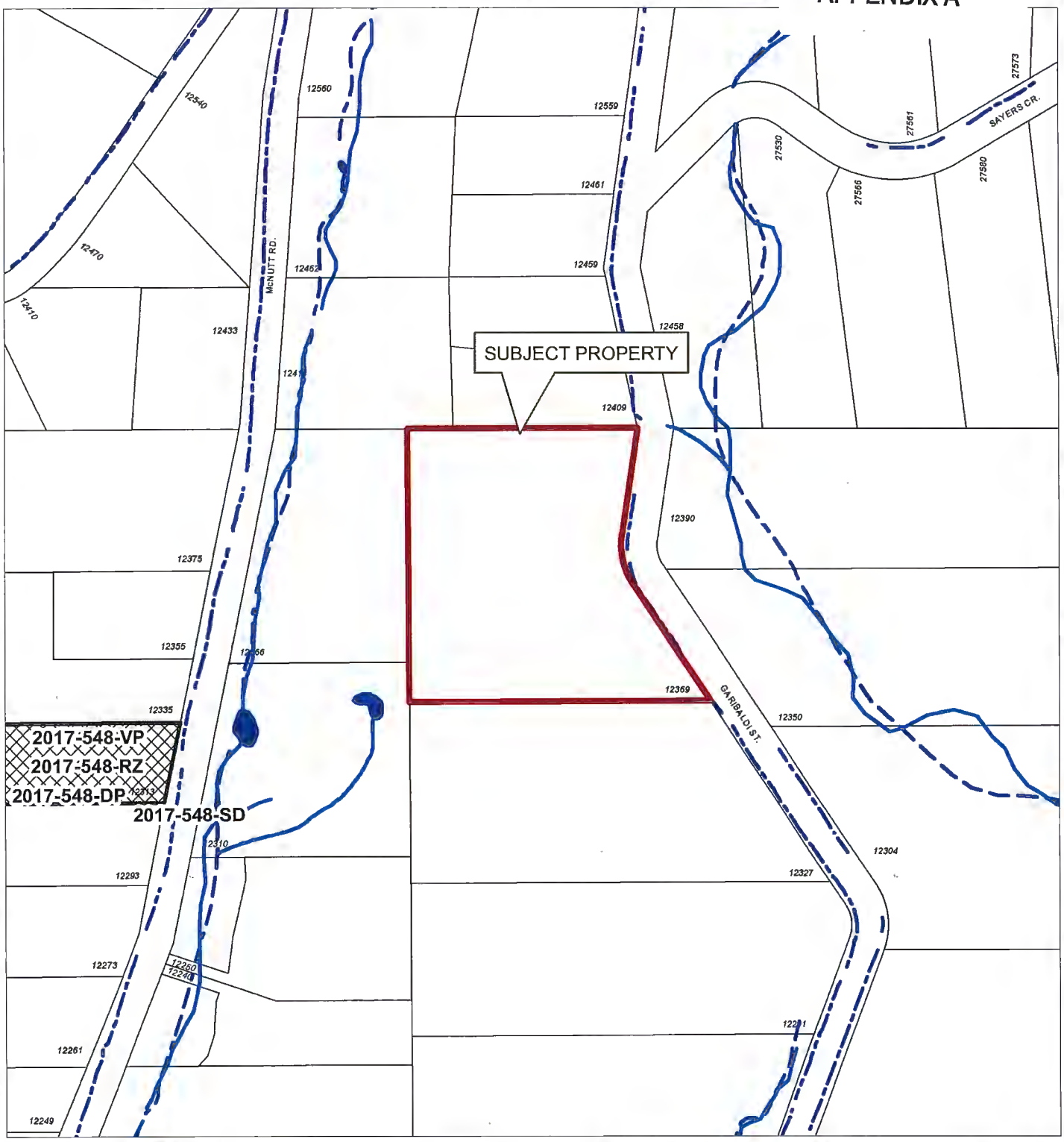
"Original signed by Al Horsman"

Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7753-2021
Appendix D – Proposed Site Plan

APPENDIX A



N

Scale: 1:3,000

Legend

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

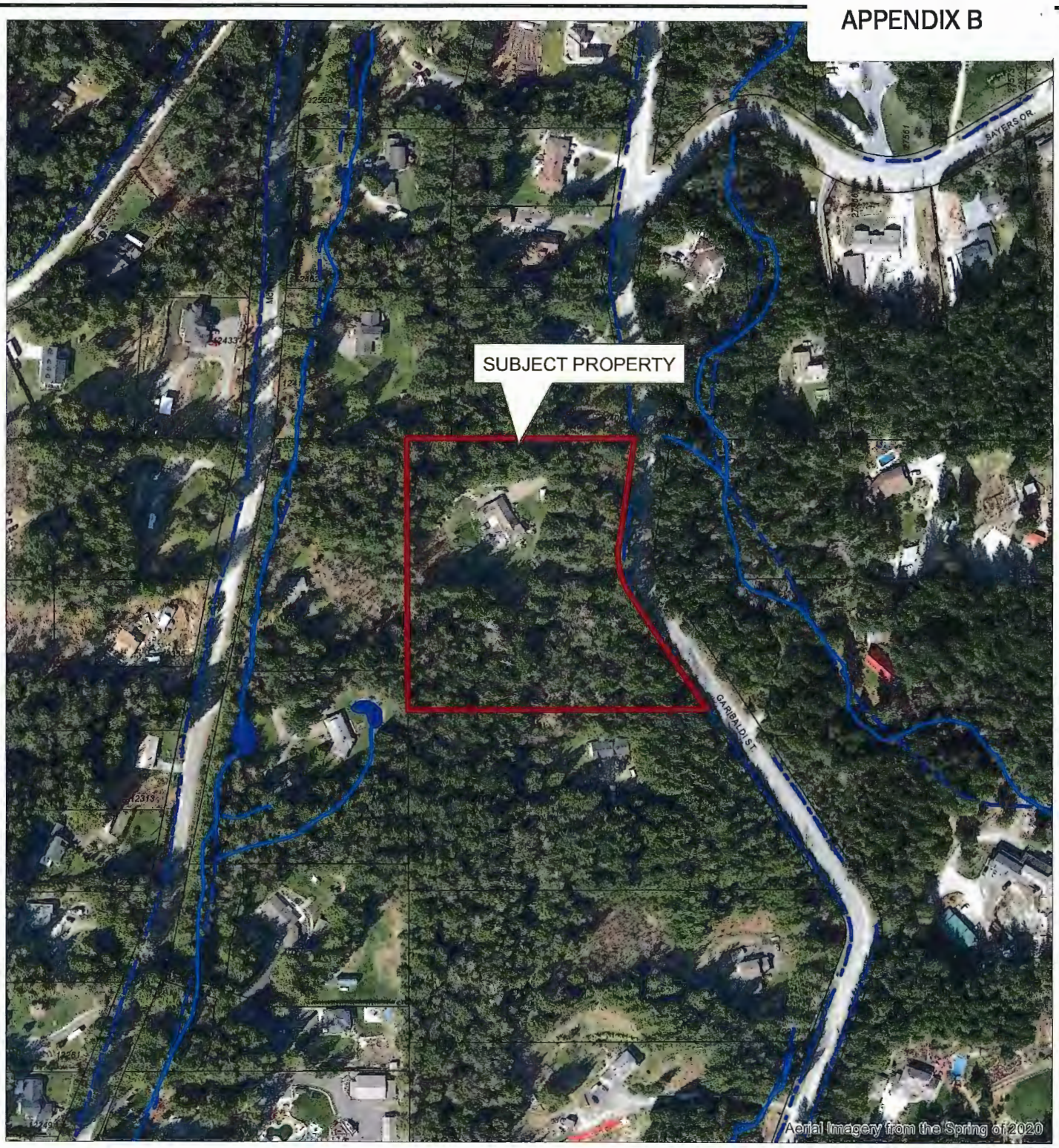
12369 GARIBALDI STREET
PID: 004-757-653

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
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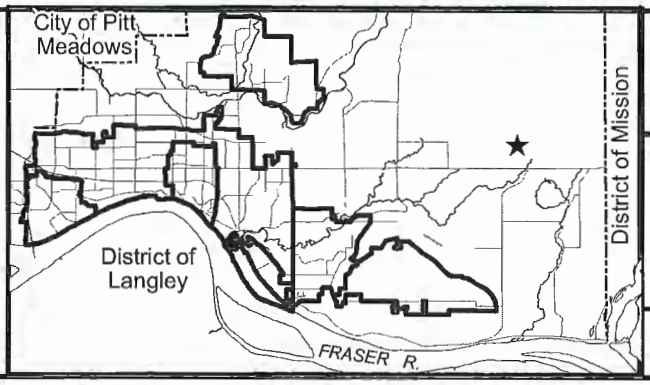
FILE: 2021-196-RZ
DATE: Apr 15, 2021
BY: PC

APPENDIX B



N

Scale: 1:3,000



12369 GARIBALDI STREET
PID: 004-757-653

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2021-196-RZ
DATE: Apr 15, 2021
BY: PC

APPENDIX C

CITY OF MAPLE RIDGE
BYLAW NO. 7753-2021

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

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7753-2021."

2. That parcel or tract of land and premises known and described as:

   Lot 31 Section 20 Township 15 New Westminster District Plan 55367

   and outlined in heavy black line on Map No. 1888 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to RS-2 (Single Detached Suburban Residential).

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

READ a first time the day of , 20

READ a second time the day of , 20

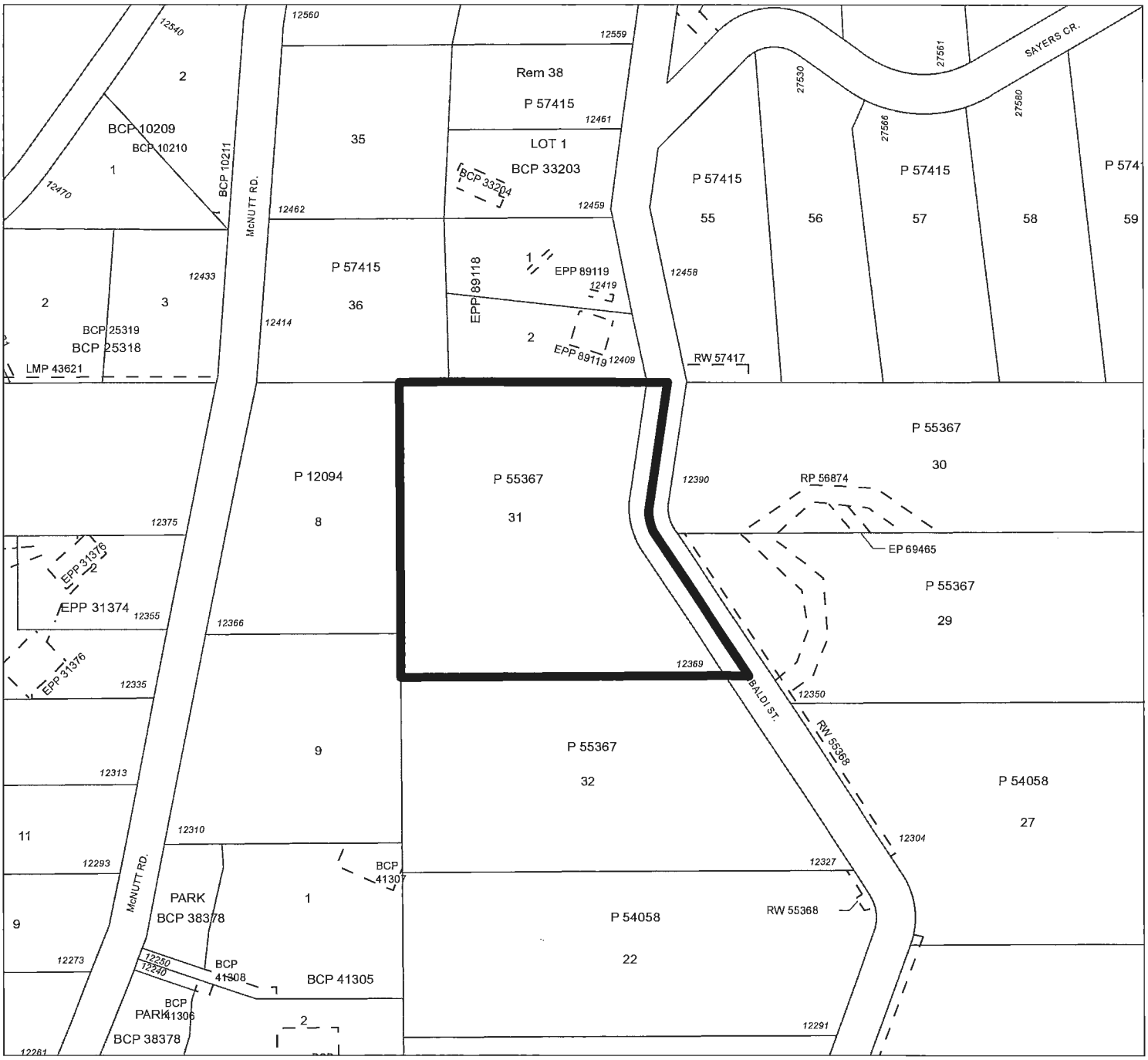
PUBLIC HEARING held the day of , 20

READ a third time the day of , 20

ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7753-2021

Map No. 1888

From: RS-3 (Single Detached Rural Residential)

To: RS-2 (Single Detached Suburban Residential)

MAPLE RIDGE
British Columbia

N

SCALE 1:3,000

PROPOSED SUBDIVISION SKETCH OF LOT 31 SECTION 20 TOWNSHIP 15 NEW WESTMINSTER DISTRICT PLAN 55367

APPENDIX D

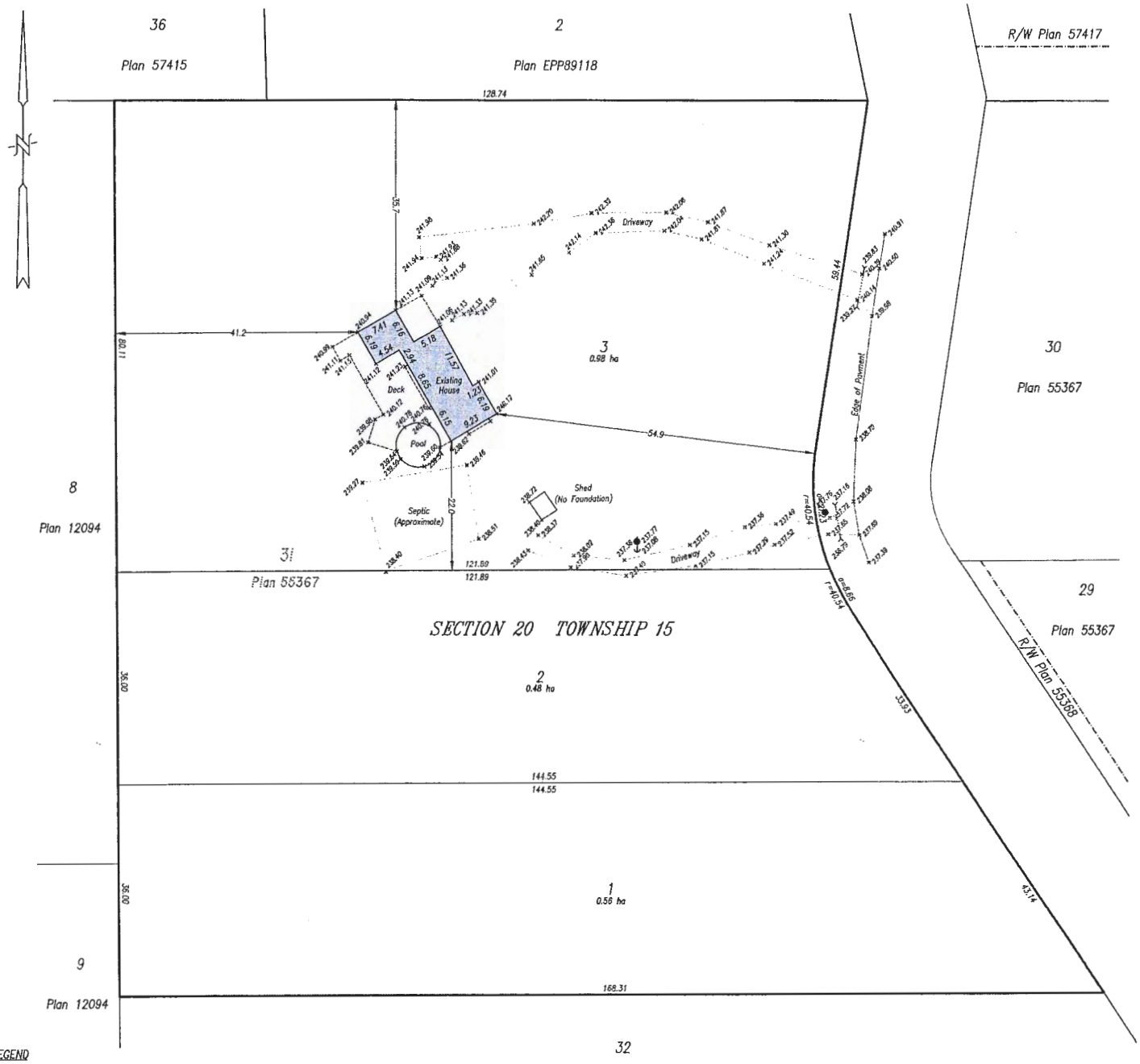
SCALE 1 : 500

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE INDICATED.

10 5 0 10.0 25.0

CIVIC ADDRESS: 13269 GARIBALDI STREET, MAPLE RIDGE

PARCEL IDENTIFIER: 004-757-653



LEGEND

Symbols	Description
⟵	ANCHOR WIRE
⊣	CULVERT
•	POWER POLE

LOT DIMENSIONS DERIVED FROM PLAN 55367

ELEVATIONS ARE IN METRES (GEODETIC)
ELEVATIONS REFERENCED TO
MONUMENT: 02H2437
ELEV: 262.042m

WADE & ASSOCIATES LAND SURVEYING LTD.
BC LAND SURVEYORS
MISSION & MAPLE RIDGE
PHONE: (604) 826-9561 OR 463-4753
FILE: H3061-07

PREPARED FOR: LINN

CHARGE(S) ON TITLE WITHOUT REFERENCE TO SURVEY PLANS THAT MAY AFFECT IMPROVEMENTS:

P80714 COVENANT

DATE OF SURVEY: MARCH 20, 2020

MAPLE RIDGE
British Columbia

mapleridge.ca City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	June 1, 2021
		FILE NO:	2018-180-RZ
FROM:	Chief Administrative Officer	**MEETING:**	C o W

SUBJECT: **First and Second Reading**
Official Community Plan Amending Bylaw No. 7758-2021;
Second Reading
Zone Amending Bylaw No. 7481-2018;
22083 and 22057 Lougheed Highway and PID 005-293-910

EXECUTIVE SUMMARY:

An application has been received to rezone the subject properties located at 22083 and 22057 Lougheed Highway and unaddressed lot identified by PID 005-293-910 from RS-1 (Single Detached Residential) to RM-2 (Medium Density Apartment Residential), to permit a future development of a six (6) storey apartment building with approximately 106 strata units and underground parking. Council granted first reading to Zone Amending Bylaw No. 7481-2018 on May 28, 2019.

A site specific text amendment to Section 3-20(c) of the Official Community Plan is proposed to - increase the maximum height for apartments to six (6) storeys for Major Corridor Residential development at this location.

Pursuant to Council policy, this application is subject to the Community Amenity Contribution Program at a rate of ($3,100.00 per apartment dwelling unit for an estimated amount of $328,600.00.

The applicant is proposing an increase in base density from 1.8 floor space ratio (FSR) to 2.36 FSR, which can be achieved by providing all parking underground and through a cash contribution, currently determined at $161.46 per m^2 ($15.00 per ft^2), as permitted by the RM-2 zone. The cash contribution, which equates to 1,366 m^2 (17,702.0 ft^2) of added floor area, would be approximately $220,555.00. This proposed Density Bonus Contribution also aligns with Official Community Plan Policy 2-9, enabling Council the discretion to consider such an amenity contribution.

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. 7758-2021 on the municipal website and requiring that the applicant host a Virtual 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. 7758-2021 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. 7758-2021 is consistent with the Capital Expenditure Plan and Waste Management Plan;**

1102

4) That Official Community Plan Amending Bylaw No. 7758-2021 be given first and second readings and be forwarded to Public Hearing;

5) That Zone Amending Bylaw No. 7481-2018 be given second reading as amended, and be forwarded to Public Hearing;

6) That voluntary payment of $152,000 be received in accordance with Maple Ridge Off-Street Parking and Loading Bylaw No. 4350 - 1990 as cash-in-lieu for the nineteen (19) off street parking spaces provided for residential use respecting the properties located at 22083 and 22057 Lougheed Highway and unaddressed lot identified by PID 005-293-910; and

7) That the following terms and conditions be met prior to final reading:

i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;

ii) Approval from the Ministry of Transportation and Infrastructure;

iii) Amendment to Official Community Plan Section 3-20(c), Schedule "A";

iv) Road dedication on Lougheed Highway and the lane as required;

v) Consolidation of the subject properties;

vi) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject properties for the proposed development;

vii) Registration of a Statutory Right-of-Way plan and agreement for planting trees onsite along Lougheed Highway;

viii) Registration of a Restrictive Covenant for protecting the Visitor Parking;

ix) Registration of a Restrictive Covenant for Stormwater Management;

x) Removal of existing buildings;

xi) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject properties. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site;

xii) That a voluntary contribution, in the amount of $328,600.00 ($3,100.00 x/unit) be provided in keeping with the Council Policy with regard to Community Amenity Contributions; and

xiii) That a voluntary contribution, in the amount of $220,555.00 based on rate of $161.46 per square metre ($15.00 per square foot) for the additional FSR being sought in accordance with RM-2 zone in with Zoning Bylaw No. 7600-2019.

DISCUSSION:

1) Background Context:

Applicant:		Bissky Architecture and Urban Design Inc.
Legal Description:		Lot 3 District Lot 397 Group 1 New Westminster District Plan 11251; Lot 4 District Lot 397 Group 1 New Westminster District Plan 11251 Parcel B (Y89442) District Lot 397 Group 1 New Westminster District Plan 11251
OCP:		
Existing:		Urban Residential
Proposed:		Medium Density Multi-Family
Within Urban Area Boundary:		Yes
Area Plan:		Lougheed Corridor Transit Study Area
OCP Major Corridor:		Yes
Zoning:		
Existing:		RS-1 (Single Detached Residential)
Proposed:		RM-2 (Medium Density Apartment Residential)
Surrounding Uses:		
North:	Use:	Single Family Residential
	Zone:	RS-1 (Single Detached Residential)
	Designation:	Urban Residential
South:	Use:	Single Family Residential
	Zone:	RS-1 (Single Detached Residential)
	Designation:	Urban Residential
East:	Use:	Maple Ridge Baptist Church
	Zone:	P-4 (Place of Worship)
	Designation:	Institutional
West:	Use:	Single Family Residential
	Zone:	RS-1 (Single Detached Residential)
	Designation:	Urban Residential
Existing Use of Property:		Vacant
Proposed Use of Property:		Multi-Family Residential
Site Area:		0.33 ha (0.82 acres)
Access:		221 Street; New Lane
Servicing requirement:		Urban Standard
Companion Applications:		2018-180-DP & 2018-180-VP

2) Background:

The subject properties are located on the north west corner of 221 Street at Lougheed Highway. The properties are relatively flat and have been cleared of the single family houses that previously occupied the site.

3) Project Description:

The applicant is proposing to rezone the three subject properties from RS-1 (Single Detached Residential) to RM-2 (Medium Density Apartment Residential) to allow for a six storey apartment building with approximately 106 units and two levels of underground parking. The applicant is proposing five storeys at the rear, adjacent to the lane, and six storeys along Lougheed Highway. The five storey form is proposed as a transition to the surrounding single family residential properties to the north. The application proposes a mix of studio, one, two and three bedroom units. A variance is required to allow for a six storey apartment building, as well as a variances to setbacks along the south (Lougheed Highway), east (221 Street) and west property boundaries.

4) Planning Analysis:

i) Official Community Plan:

The subject properties are located to the west, just outside of the Town Centre Area Plan. The OCP designates the subject properties *Urban Residential – Major Corridor,* and development of the properties are subject to the *Major Corridor Residential* policies of the OCP. The *Major Corridor Residential* category identifies the various types of housing forms which are encouraged along major road corridors to include: single detached dwellings, duplexes, triplexes, fourplexes, townhouses, apartments, and small lot intensive residential developments. These policies require that development be compatible with the surrounding neighbourhood, with particular attention given to site design, setbacks, and lot configuration with the existing pattern of development in the area. It is noted that one of the underlying principles in the OCP is to encourage growth within the Urban Area Boundary (UAB) and to accommodate growth through infill by promoting a mix of housing types and tenures (Policy 3-1).

The proposed rezoning of the subject property to RM-2 (Medium Density Apartment Residential) aligns with many of the *Major Corridor Residential* policies. OCP Policy 3-20(c), however, limits apartments along major corridors to four storeys. Because the current proposal is for a six storey apartment building, a site specific text amendment to the Official Community Plan is required to allow for the increased height at this location until such time as the Lougheed Transit Corridor Concept Plan is adopted by Council.

Lougheed Transit Corridor Study

The subject properties are located within the Lougheed Transit Corridor study area. The study area encompasses the B-Line rapid bus route, which runs between Haney Transit Exchange and Coquitlam Central Station along the Lougheed Highway. Bus stops are located at Laity Street and 203 Street, with the opportunity to add an additional stop in the future at 222 Street in proximity to the subject properties. Council endorsed a process and engagement strategy and study area boundaries for the Lougheed Transit Corridor Study on September 4, 2018. At Council Workshop on November 10, 2020, Council endorsed the Lougheed Transit Corridor Concept Plan.

The subject properties are designated as *Transit Corridor Multi-Family* in the Concept Plan. This designation supports densification through lot consolidation along key arterials such as Lougheed Highway. Supported multi-family forms of development include townhouses and apartments. The maximum height for an apartment use in the Concept Plan is six storeys. The Plan calls for proposed development adjacent to existing single detached dwellings and for these developments to ensure buildings are designed in a sensitive manner by stepping down building faces at interface points with adjacent existing buildings. The proposal is consistent with the designation in Concept Plan.

ii) **Zoning Bylaw:**

The current application proposes to rezone the subject properties from RS-1 (Single Detached Residential) to RM-2 (Medium Density Apartment Residential), to permit a future development of a six (6) storey apartment building with approximately 106 units and underground parking (see Appendix D). The applicant is proposing front and side yard variances as outlined in the following section. Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

The applicant is proposing an increase in base density from 1.8 floor space ratio (FSR) to 2.36 FSR, which can be achieved by providing all parking underground and through a cash contribution, currently determined at $161.46 per m^2 ($15.00 per ft^2). The cash contribution, which equates to 1,366 m^2 (17,702.0 ft^2) of added floor area, would be approximately $220,555.00. This proposed density bonus aligns with Official Community Plan Policy 2-9 in the OCP, as follows:

> 2-9 *Community Amenity Contribution 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.*

iii) **Housing Action Plan:**

The City's Housing Action Plan (HAP) was endorsed by Council in 2014. It seeks to increase access to "safe, affordable, and appropriate housing that meets the diverse and changing needs of the community". The HAP also speaks of the need to provide a range of non-market, affordable and special needs housing. This was reaffirmed with the endorsement of the Housing Action Plan Implementation Framework in September, 2015.

The subject application does provide a mix of unit sizes to help in achieving housing diversity. This includes the following breakdown:

- 5 studio suites (5%)
- 39 one bedroom suites (37%);
- 52 two bedroom suites (49%); and
- 10 three bedroom suites (9%).

iv) Off-Street Parking And Loading Bylaw:

The following is observed about the parking being provided:

- The Off-Street Parking and Loading Bylaw requires 181 spaces; however, 162 parking spaces are being provided;
- The proposed building is seeking a reduction of nineteen (19) parking spaces;
- Four (4) of the above spaces are to be designed as accessible parking spaces. This has been provided in accordance with the bylaw; and
- A total of sixteen (16) of the required parking spaces are designed to be small car spaces, which is in compliance with the 10% restriction in the Bylaw.

With respect to parking, a variance is not required because the applicant has elected to make the prescribed $8,000.00 per space payment-in-lieu of providing parking in accordance with the Off-Street Parking and Loading Bylaw. On this basis, the total payment for nineteen (19) spaces totals $152,000.00. The reduction of nineteen (19) parking spaces on the property can be justified because:

- The cash-in lieu payment will contribute to a future municipal parking facility; and
- The effect of this reduction is minimal because the site is located adjacent to the Town Centre Area, where residents can walk or cycle to stores, offices and recreation, and transit services already exist along the Lougheed Corridor within convenient walking distance.

The project will also comply with the electric vehicle charging requirements by having roughed-in infrastructure capable of providing Level 2 charging outlets for each residential parking space, and one Level 2 outlet each for every two (2) of the visitor parking spaces (i.e. at least 50%).

v) Proposed Variances:

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

- Exterior side (south) setback reduction from 7.5 metres to 4.5 metres;
- Front yard (east) setback reduction from 7.5 metres to 3.66 metres;
- Rear yard (west) setback reductions from 7.5 metres to 5.9 metres;
- To increase the building height in the RM-2 Zone for a building outside of the Town Centre from 15 metres and 4 storeys to 20.3 metres and 6 storeys.

The variances to the side yard setbacks are supportable as the site is constrained by significant road dedication along Lougheed Highway at 3.5 metres and with dedication required along the rear lane to the north at 0.75 metres.

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

vi) **Development Permits:**

Pursuant to Section 8.7 of the OCP, a Multi-Family Development Permit application is required to ensure the current proposal enhances existing neighbourhoods with compatible housing styles that meet diverse needs, and minimize potential conflicts with neighbouring land uses. Accordingly, prior to final zoning approval, the Development Permit must be reviewed and approved. An application for the Development Permit has been received. Adherence of this project to the guidelines will be the subject of a future report to Council and a security will be taken as a condition of the issuance of the Development Permit to ensure that the Development Permit Area guidelines are met.

vii) **Advisory Design Panel:**

The Advisory Design Panel (ADP) reviewed the form and character of the proposed development and the landscaping plans at a meeting held on March 17, 2021 (see Appendices F and G).

The ADP concerns have been addressed and are reflected in the current plans. A summary of the resolutions and how the developer addressed the resolutions has been provided (see Appendix H). A detailed description of how these items were incorporated into the final design will be included in a future development permit report to Council.

viii) **Development Information Meeting:**

Due to the COVID-19 pandemic, it was not possible for the developer to host an in-person Development Information Meeting. In lieu of Development Information Meetings, an interim process has been established to allow for a ten day Public Comment Opportunity. The notification requirements are the same as for the Development Information Meeting and include a mail-out, newspaper advertisements, and notice on the development signs that provides the contact information for the developer and the Public Comment period.

The Public Comment Opportunity was held between April 27 and May 6, 2021. The developer received correspondence from two people. A summary of the Public Comment Opportunity is attached to this report as Appendix I.

5) Traffic Impact:

Ministry approval of the Zone Amending Bylaw will be required as a condition of final reading. At this time, the Ministry has granted preliminary approval of the development application. City traffic requirements are summarized below.

6) Interdepartmental Implications:

i) **Engineering Department:**

The Engineering Department has identified the following improvements required for this development to proceed:

- Upgrading of the lane and 221 Street to an urban standard.
- Installation of street lighting and street trees along 221 Street.
- Construction of a 3.0 metre wide multi-use path (MUP) along Lougheed Highway.

ii) Fire Department:

The Fire Department has identified that the rear lane must be a minimum carriage way of 6 metres (19.6 feet) in width. Signage indicating that the lane is a fire lane and that no parking is permitted within the lane is required. The building address must be visible from the street and visible at all times and in all weather conditions.

iii) Building Department:

The Building Department has reviewed the development application and has provided comments related to Building Code requirements which have been forwarded to the developer. These comments will be reviewed again at the Building Permit stage.

7) School District No. 42 Comments:

A referral was sent to School District No. 42 and the following comments were received:

> *"The proposed application would affect the student population for the catchment areas currently served by Glenwood Elementary and Maple Ridge Secondary School.*
>
> *Glenwood Elementary has an operating capacity of 360 students. For the 2019-20 school year the student enrolment at Glenwood Elementary is 362 students (101% utilization) including 85 students from out of catchment.*
>
> *Maple Ridge Secondary school has an operating capacity of 1300 students. For the 2019-20 school year the student enrollment at Maple Ridge Secondary School is 1216 students (93.5% utilization) including 724 students from out of catchment."*

8) 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, Official Community Plan Amending Bylaw No. 7758-2021, is considered to be minor in nature. It has been determined that no additional consultation beyond existing procedures is required, including referrals to the Board of the Regional District, the Council of an adjacent municipality, First Nations, the School District or agencies of the Federal and Provincial Governments.

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

CONCLUSION:

It is recommended that first and second reading be given to OCP Amending Bylaw No. 7758-2021, that second reading be given to Zone Amending Bylaw No. 7481-2018, and that application 2018-180-RZ be forwarded to Public Hearing.

"Original signed by René Tardif"

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

"Original signed by Chuck Goddard"

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

"Original signed by Christine Carter"

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

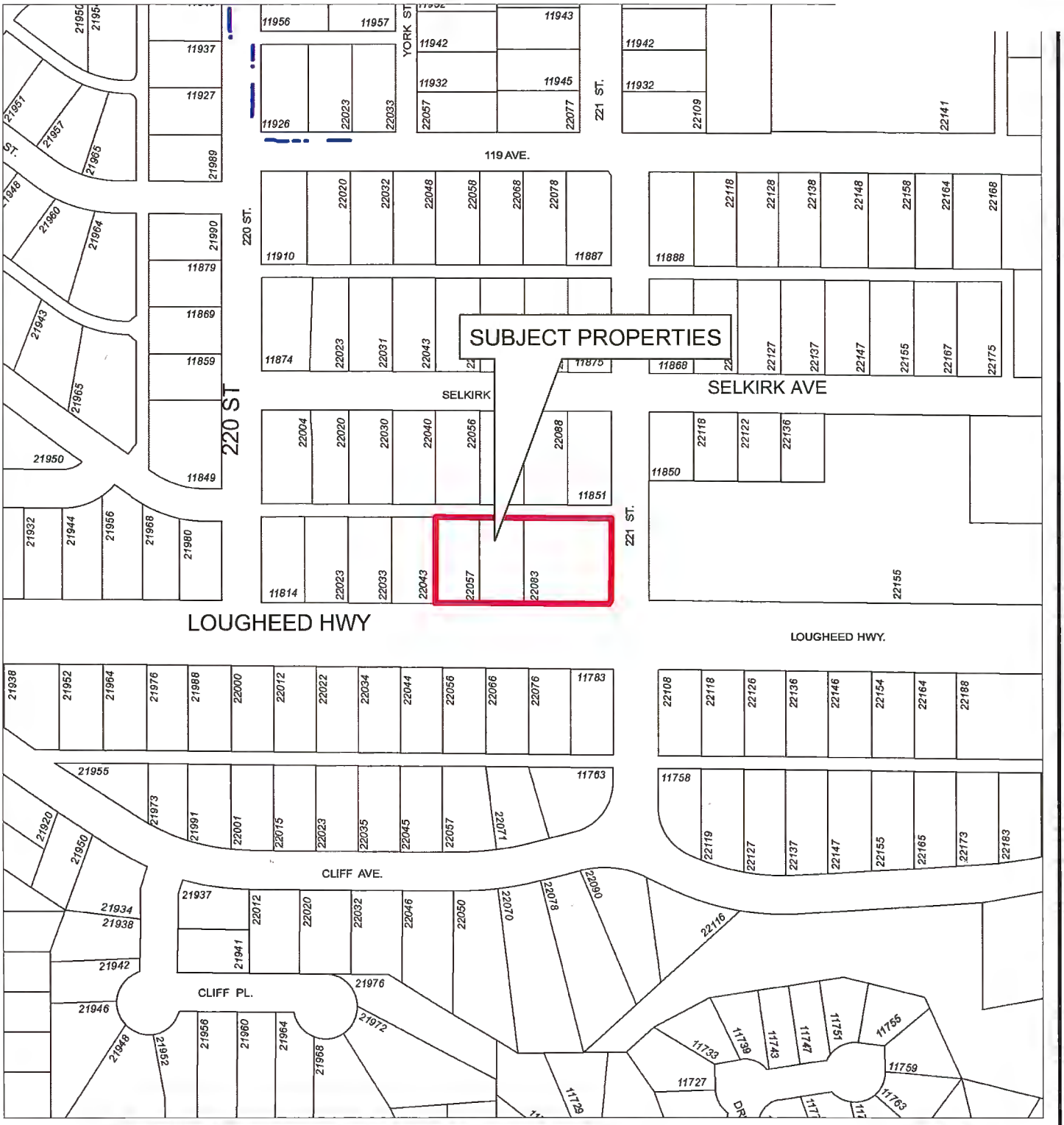
"Original signed by Al Horsman"

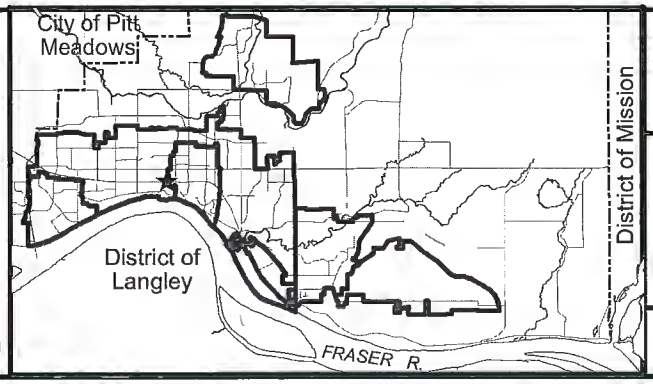
Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – OCP Amending Bylaw No. 7758-2021
Appendix D – Zone Amending Bylaw No. 7481-2018
Appendix E – Site Plan
Appendix F – Building Elevation Plans
Appendix G – Landscape Plan
Appendix H – ADP design comments
Appendix I – Public Comment Opportunity Summary Report

APPENDIX A





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Scale: 1:2,500

22057 & 22083 Lougheed Hwy

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

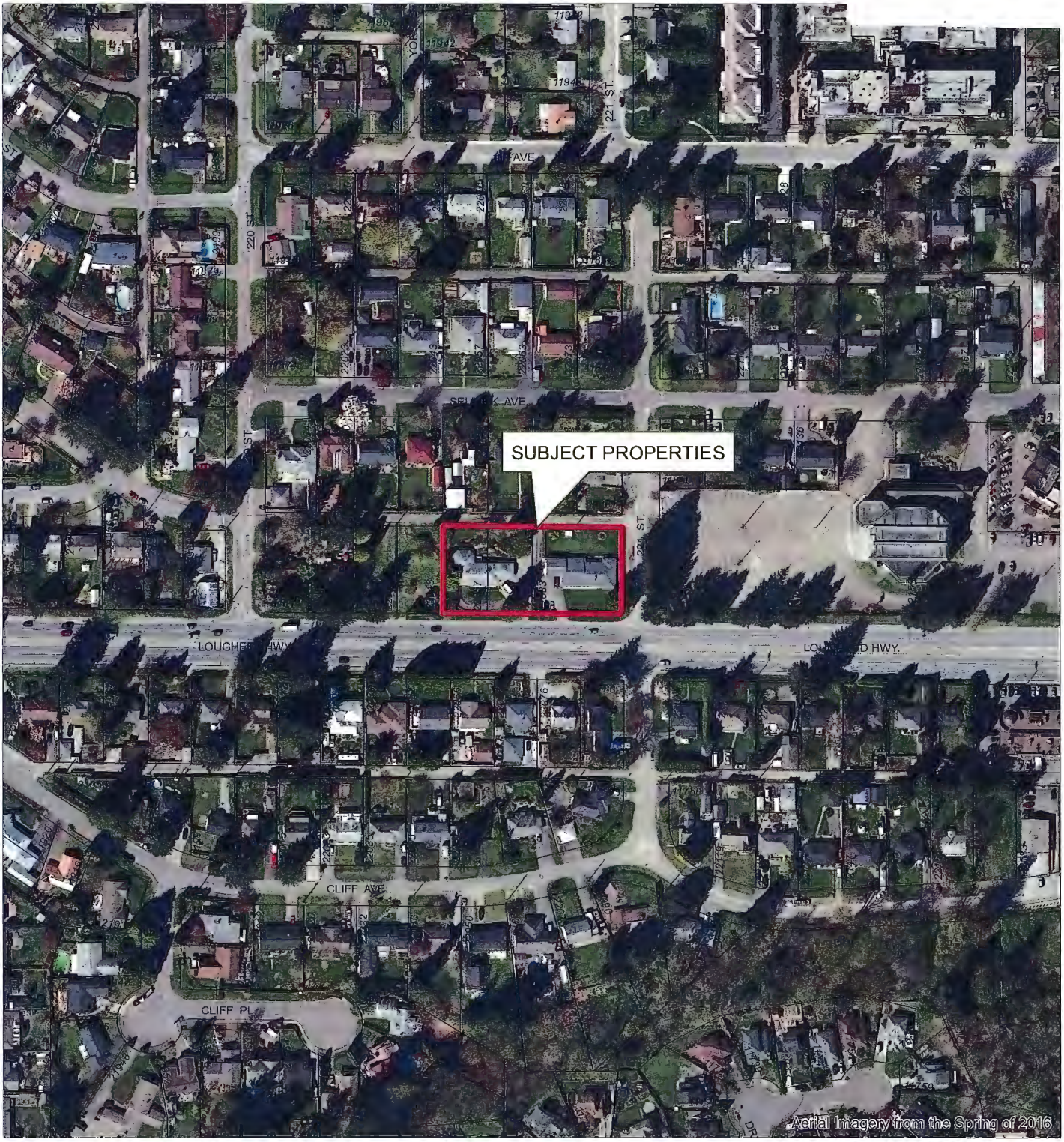
mapleridge.ca

2018-180-RZ

DATE: May 2, 2018

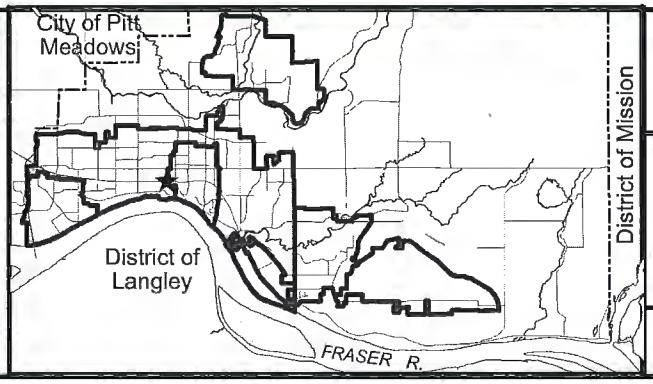
BY: JV

APPENDIX B



N

Scale: 1:2,500



22057/83 LOUGHEED HWY

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2018-180-RZ
DATE: Jul 20, 2018
BY: PC

APPENDIX C

CITY OF MAPLE RIDGE

BYLAW NO.7758-2021

A Bylaw to amend the Official Community Plan

WHEREAS the Local Government Act empowers a local government to adopt or amend an Official Community Plan;

AND WHEREAS it is deemed desirable to amend Schedule "A" to the Official Community Plan;

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No.7758-2021."

2. That Section 3.1 Neighbourhoods & Housing, 3.1.4 Residential Infill and Compatibility Criteria, Apartment policies be amended by adding to the existing policy 3-20(c) the following sentence:

   The height max be increased to six (6) storeys specific to the following Lots:

   (i) Lot 3 District Lot 397 Group 1 New Westminster District Plan 11251. PID 005-293-910.
   (ii) Lot 4 District Lot 397 Group 1 New Westminster District Plan 11251. PID 005-293-944. 22057 Lougheed Highway.
   (iii) Parcel B (Y89442) District Lot 397 Group 1 New Westminster District Plan 11251. PID 001-844-652. 22083 Lougheed Highway.

3. Maple Ridge Official Community Plan Bylaw No. 7060-2014 as amended is hereby amended accordingly.

READ A FIRST TIME the day of , 200 .

READ A SECOND TIME the day of , 200 .

PUBLIC HEARING HELD the day of , 200 .

READ A THIRD TIME the day of , 200 .

ADOPTED, the day of , 200 .

PRESIDING MEMBER

CORPORATE OFFICER

CITY OF MAPLE RIDGE
BYLAW NO. 7481-2018

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

---

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

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7481-2018."

2. Those parcels or tracts of land and premises known and described as:

   Lot 3 District Lot 397 Group 1 New Westminster District Plan 11251
   Lot 4 District Lot 397 Group 1 New Westminster District Plan 11251
   Parcel B (Y89442) District Lot 397 Group 1 New Westminster District Plan 11251

   and outlined in heavy black line on Map No. 1766 a copy of which is attached hereto and forms part of this Bylaw, are hereby rezoned to RM-2 (Medium Density Apartment Residential).

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

   READ a first time the 28th day of May, 2019.

   READ a second time the day of , 20

   PUBLIC HEARING held the day of , 20

   READ a third time the day of , 20

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

   ADOPTED, the day of , 20

PRESIDING MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7481-2018

Map No. 1766

From: RS-1 (Single Detached Residential)

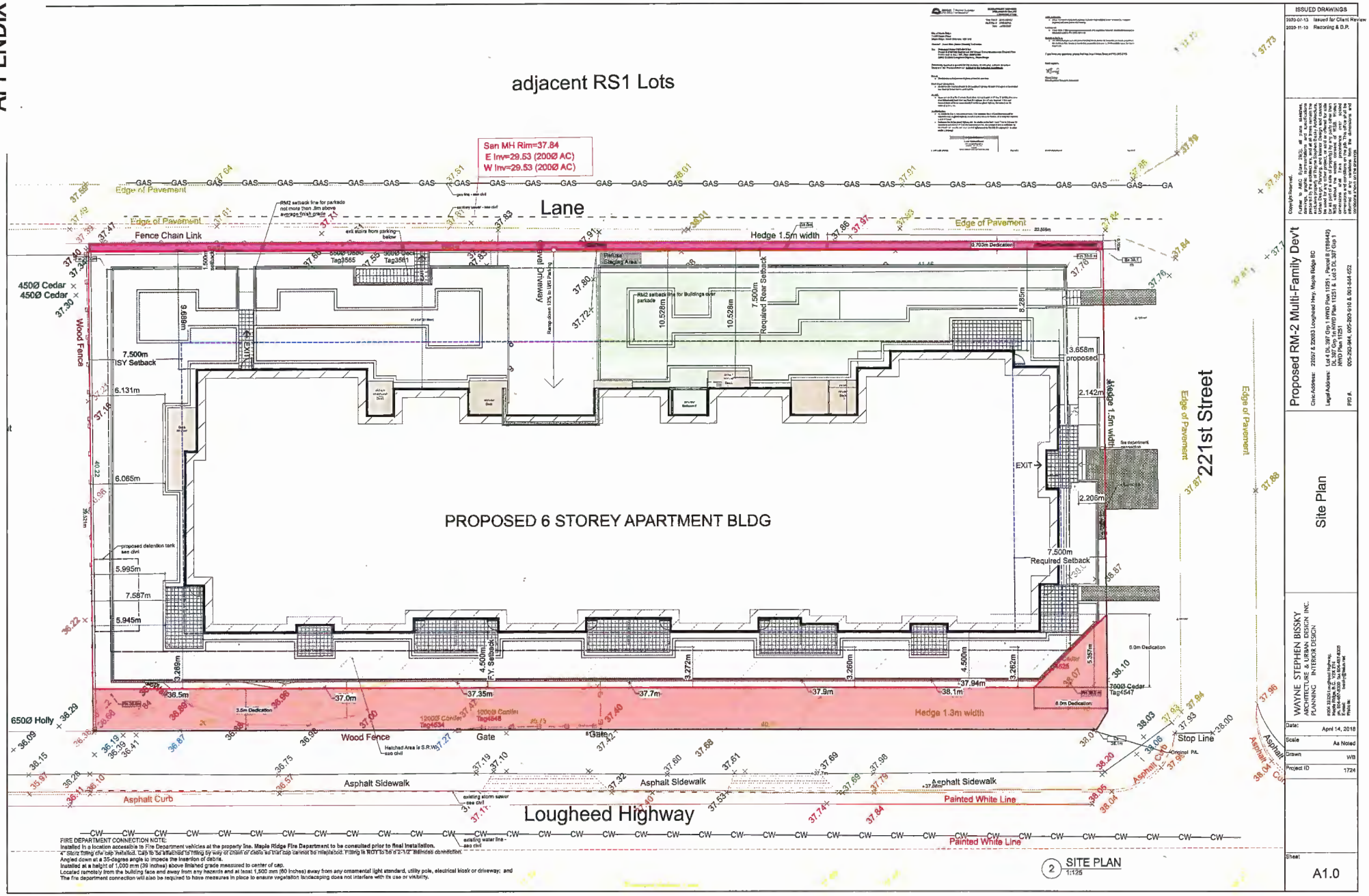
To: RM-2 (Medium Density Apartment Residential)

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500

APPENDIX E


adjacent RS1 Lots
San MH Rim=37.84
E Inv=29.53 (200Ø AC)
W Inv=29.53 (200Ø AC)
Lane
Edge of Pavement
Fence Chain Link
Hedge 1.5m width
0.703m Dedication
RM2 setback line for parkade not more than .8m above average finish grade
RM2 setback line for Buildings over parkade
Required Rear Setback
7.500m
10.528m
5.285m
3.658m proposed
2.142m
Hedge 1.5m width
2.206m
EXIT
Ramp down 12% to Lwr Parking
Pervious Decking Area
4x4 stairs from parking below
450Ø Cedar
450Ø Cedar
Wood Fence
7.500m ISY Setback
6.131m
6.065m
5.995m
7.587m
5.945m
9.698m
proposed detention tank see civil
PROPOSED 6 STOREY APARTMENT BLDG
221st Street
Edge of Pavement
Edge of Pavement
7.500m Required Setback
4.500m I.Y. Setback
3.269m
3.272m
3.260m
3.262m
4.500m
5.357m
6.0m Dedication
700Ø Cedar Tag4547
650Ø Holly
36.5m
37.0m
37.35m
37.7m
37.9m
37.94m
38.1m
Hedge 1.3m width
3.5m Dedication
120ØS Conifer Tag4634
120ØS Conifer Tag4648
Wood Fence
Gate
Gate
Hatched Area is S.R.W. see civil
Stop Line
Original P.L.
Asphalt Sidewalk
Asphalt Sidewalk
Asphalt Sidewalk
Asphalt Curb
Asphalt Curb
Painted White Line
Painted White Line
existing storm sewer see civil
existing water line - see civil
Lougheed Highway
FIRE DEPARTMENT CONNECTION NOTE:
Installed in a location accessible to Fire Department vehicles at the property line. Maple Ridge Fire Department to be consulted prior to final installation.
4" Storz fitting c/w cap installed. Cap to be attached to fitting by way of chain or cable so that cap cannot be misplaced. Fitting is NOT to be a 2-1/2" siamese connection.
Angled down at a 35-degree angle to impede the insertion of debris.
Installed at a height of 1,000 mm (39 inches) above finished grade measured to center of cap.
Located remotely from the building face and away from any hazards and at least 1,500 mm (60 inches) away from any ornamental light standard, utility pole, electrical kiosk or driveway; and
The fire department connection will also be required to have measures in place to ensure vegetation landscaping does not interfere with its use or visibility.
2 SITE PLAN 1:125
ISSUED DRAWINGS
2020-07-13 Issued for Client Review
2020-11-10 Rezoning & D.P.
Proposed RM-2 Multi-Family Dev't
Civic Address: 22057 & 22063 Lougheed Hwy, Maple Ridge BC
Legal Address: Lot A (Bl. 39F Grp 1 NWD Plan 11251 ; Parcel B (169449) (Bl. 39F Grp 1 NWD Plan 11251 & Lot D (Bl. 39F Grp 1 NWD Plan 11251
PID #: 005-293-944, 005-293-910 & 001-844-652
Site Plan
WAYNE STEPHEN BISSKY ARCHITECTURE & URBAN DESIGN INC. PLANNING INTERIOR DESIGN
Date: April 14, 2018
Scale As Noted
Drawn WB
Project ID 1724
Sheet A1.0

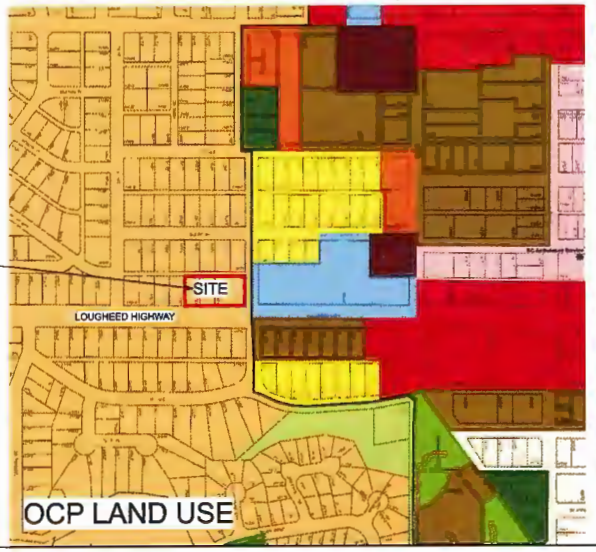
APPENDIX F

PROPOSED 106 UNIT MULTI-FAMILY

RESIDENTIAL BUILDING



1 VIEW TO NORTH WEST



Town Centre Land Use
- Single-Family Residential
- Port Harvey Heritage Adaptive Use
- Port Harvey Multi-Family, Commercial and Mixed-Use
- Ground-Oriented Multi-Family
- Medium and High-Rise Apartment
- Low-Rise Apartment
- Flexible Mixed-Use
- Town Centre Commercial
- Institutional
- Conservation
- Park

Land Use (Excluding Albion, Town Centre and Silver Valley Areas)
- Agricultural
- Urban Reserve
- Park in the ALR
- Park
- Forest
- Rural Residential
- Suburban Residential
- Estate Suburban Residential
- Urban Residential
- Commercial
- Industrial
- Industrial Reserve
- Institutional
- Rural Resource
- Conservation

Transit Corridor Multi-FamilyPurpose: To continue multi-family residential densification through lot consolidation along key arterials such as Dewdney Trunk Road and Lougheed Highway. Supported multi-family residential forms of development include townhouses and apartments. The maximum height for an apartment use is six storeys. Development proposed adjacent to existing single detached dwelling or townhouse use will be encouraged to design buildings in a sensitive manner to the existing development, such as stepping down building face(s) at interface points with adjacent. existing buildings.

Zoning Information (Using Updated Zoning Bylaw)

Property:

Civic Address:	22057 & 22083 Lougheed Highway, Maple Ridge BC
PID:	005-283-944 & 001-844-652
Legal Description:	Lot 3 District Lot 397 Group 1 New Westminster District Plan 11251; Lot 4 District Lot 397 Group 1 New Westminster District Plan 11251
Existing Zoning:	RS-1 (One Family Urban Residential)
Proposed Zoning:	RM-2 (Medium Density Apartment Residential)
OCP:	Urban Residential
3.0 m SRW along Lougheed Hwy frontage for Street Trees	Provided (See Site Plan)
Covenant Area:	No
Environmental Dedication:	No
Original Lot Area	35891 sq ft
Lane & Lougheed Dedication	3937 sq ft
NET SITE Area (after dedications)	31954 sq ft

Zoning Information for RM-2 (Medium Density Apartment)

	Required:		Provided:	
Lot Width:	30m		38.7m	
Lot Depth:	N/A		82.4m	
Lot Area:	1,300 m2		31,954.0 sf	
Max. Dwelling Height:	6 storeys nor 22m		6 storeys, 20.292m	
Max. Accessory Height:	N/A		Using proposed by-law definition for height	
Siting:	Required:		Provided:	
Front Setback (East):	= 7.5 m		3.68 m	To Face of Bldg
			2.14 m	To Face of Balcony
Rear Setback (West):	= 7.5 m		7.50 m	To Face of Bldg
			5.90 m	To Face of Balcony
Exterior Side Yard Setback (South):	= 7.5 m		4.50 m	To Face of Bldg
			3.26 m	To Face of Balcony
Exterior Side Yard Setback (North):	= 7.5 m		8.58 m	To Face of Bldg
Common Activity Area:				
1 m2 / Dwelling Unit	106		1549.5 m2	
Usable Open Space:	20% Lot area		52.20%	
Indoor Amenity Area (1m2 per unit)	106 m2	1141 sq ft	1306.8 sq ft	121.4 m2
Parking:		Required:	Provided:	
Unit Parking =	1.5	159 Stalls		
Visitor Parking =	0.2	21 Stalls		
Sub-Total =	1.7	181 Stalls	182 Stalls	
Handicap Accessible Parking = 3 spaces plus one space for every 100 required spaces in excess of 200		3 Stalls	4 Stalls	
Small Parking Stalls Allowed =	0.1	18 Stalls	16 Stalls	
Density Calculation	Permitted:		Provided:	
Base Density at 1.0 FSR	57,517 sf			
Maximum Allowable FSR (2.5 x Site Area) =	79,865 sq ft		75,400 sf	
Proposed FSR			2.36 FSR	
Difference between 1.0 FSR and Proposed Increased FSR (Density bonusing)			17,512 sf	
	Permitted:		Provided:	
Lot Coverage	80%		48.1%	
Number of Dwelling Units in Current Plans with 2.36 Density	Unlimited		106 units	

Unit Reference	# of Bedrooms	Unit Area	Total # Units	Total FSR per Unit
A	Studio	380 SF	5	1900.2 SF
B	1	517 SF	5	2585.7 SF
C1	1	564 SF	2	1128.8 SF
C2	1	564 SF	10	5643.9 SF
D1	1	574 SF	1	574.2 SF
D2	1	574 SF	5	2871.2 SF
E	1	653 SF	3	1957.8 SF
E1	1	805 SF	1	805.0 SF
E2	1	805 SF	1	805.0 SF
F	1	851 SF	4	3404.4 SF
G1	Jr. 2	680 SF	20	13190.8 SF
G2	Jr. 2	680 SF	4	2638.6 SF
H1	1+Den	680 SF	1	680.0 SF
H2	1+Den	680 SF	5	3300.0 SF
I	1	703 SF	1	703.1 SF
J	2	840 SF	5	4198.8 SF
K	2	843 SF	8	6743.5 SF
K2	2	840 SF	2	1680.2 SF
L	2	853 SF	4	3412.5 SF
M	2	853 SF	1	852.6 SF
N	2	873 SF	1	872.7 SF
O	2	877 SF	4	3507.8 SF
P	2	902 SF	1	902.3 SF
Q1	3	1083 SF	2	2166.8 SF
Q2	3	1083 SF	8	8747.8 SF
R	1	537 SF	1	536.8 SF
T	2	784 SF	1	784.4 SF

618 ZONE: RM-2 MEDIUM DENSITY APARTMENT RESIDENTIAL

618.1 PURPOSE
1. This Zone provides for a medium-*Density Apartment Residential* with a maximum *Building Height* of four (4) to six (6) *storeys*.

618.2 PRINCIPAL USES
1. The following *Principal Uses* shall be permitted in this *Zone*:
   a. *Apartment Residential*.

618.3 ACCESSORY USES
1. The following *uses* be permitted as *Accessory Uses* to one of the permitted *Principal Uses* in this *Zone*:
   a. *Boarding*; and
   b. *Home Occupation*.
2. Refer to Sections 401 and 402 of this Bylaw for additional information.

618.4 LOT AREA and DIMENSIONS
1. Minimum *Lot Area* and dimensions *shall* be not less than:

a.	*Lot Area*	1,300.0 square metres
b.	*Lot Width*	30.0 metres
c.	*Lot Depth*	not applicable

2. Refer to Section 407 (Building Envelope) of this Bylaw for required maximum *Building Envelope* dimensions.

618.5 DENSITY
1. *Floor Space Ratio* *shall* not exceed a base *Density* of 1.0 times the *Lot Area*, except:
   a. *Floor Space Ratio* *shall* not exceed 1.65 times the *Lot Area* specific to the following *Lot*:
      (i) Lot 1 District Lot 401 New Westminster District Plan EPP43743; PID: 030-034-081; 22577 Royal Crescent.
   b. *Floor Space Ratio* *shall* not exceed 2.0 times the *Lot Area* specific to the following *Lot*:
      (i) Lot 1 District Lot 401 Group 1 New Westminster District Plan EPP54560; 11943 227 Street.
2. Additional *Density*, up to a maximum of 2.5 times the *Lot Area*, may be attained with the following provisions:
   a. an amount equal to 0.1 times the *Lot Area* may be added to the *Floor Space Ratio* for providing all parking spaces in an *Underground Structure* for parking; and
   b. for *Lots* located within the Town Centre Area, as identified on Schedule "C" (Town Centre Area Plan) of this *Bylaw* or *Designated* as "Town Centre Residential" in the Maple Ridge Official Community Plan Bylaw No. 7060-2014 (as amended in Chapter 2 and Figure 4 of the Maple Ridge Official Community Plan Bylaw No. 7060-2014), an amount not to exceed 0.6 times the *Lot Area* may be added to the *Floor Space Ratio* for providing a cash contribution at a rate of $161.46 per square metre ($15.00 per square foot) as at *Density Bonus*. Refer to Section 402 (Density Bonus for Town Centre Area and Major Corridor Residential) of this Bylaw.
3. Refer to Section 403 (Gross Floor Area Exemptions) of this Bylaw for *Gross Floor Area* measurements.

618.6 LOT COVERAGE
1. Not applicable.

618.7 SETBACKS
1. Minimum *Setbacks* for all *Principal Buildings* or *Principal Structures* *shall* be not less than:

a.	from a *Front Lot Line*	7.0 metres
b.	from a *Rear Lot Line*	7.5 metres
c.	from an *Interior Side Lot Line*	7.5 metres
d.	from an *Exterior Side Lot Line*	7.5 metres

2. Minimum *Setback* for an *Off-Street Parking* provided in an *Underground Structure* for parking that extends not more than 0.6 metres above *Average Finished Grade*, and which is *Landscaped* and integrated to become a useable part of the yard area *shall* be not less than:

a.	from a *Front Lot Line*	1.0 metres
b.	from a *Rear Lot Line*	0.0 metres
c.	from an *Interior Side Lot Line*	0.0 metres
d.	from an *Exterior Side Lot Line*	1.5 metres.

3. Minimum *Setbacks* for all *Buildings* and *Structures* *shall* meet the requirements of Section 405 (Visual Clearance at Intersections) of this Bylaw.

618.8 HEIGHT
1. *Building Height* for *Principal Buildings* or *Principal Structures* within the Town Centre Area, excluding the Port Haney and Fraser River Waterfront Area, as identified on Schedule "C" (Town Centre Area Plan) of this Bylaw, *shall* not exceed 22.0 metres nor 6 *Storeys*, and *shall* be not less than 13.0 metres.
2. *Building Height* for *Principal Buildings* or *Principal Structures* within the Port Haney and Fraser River Waterfront Area or outside the Town Centre Area, as identified on Schedule "C" (Town Centre Area Plan) of this Bylaw, *shall* not exceed 15.0 metres nor 4 *Storeys*, and *shall* be not less than 11.0 metres, except:
   a. *Building Height* *shall* not exceed 22.0 metres nor 6 *Storeys* specific to the following *Lot*:
      (i) Lot 1 District Lot 401 Group 1 New Westminster District Plan EPP54560; 11943 227 Street.
3. *Building Height* for *Accessory Buildings* and *Structures* *shall* not exceed 4.5 metres.
4. Refer to Section 403 (Building Height) of this Bylaw.

618.9 LANDSCAPING and SCREENING
1. *Landscaping* and screening *shall* be provided in accordance with Section 405 (Landscaping, Screening and Fencing Requirements) of this Bylaw.

618.10 PARKING and LOADING
1. *Off-Street Parking* and *Off-Street Loading* *shall* be provided in accordance with Maple Ridge Off-Street Parking and Loading Bylaw No. 4350-1990.
2. *Accessory Off-Street Parking*, except for that provided as visitor parking spaces, must be *Underground Parking* that extends no more than 0.6 metres above *Average Finished Grade* and which is *Landscaped* and integrated to become a useable part of the yard area.
3. Refer to Section 402 of this Bylaw.

618.11 OTHER REQUIREMENTS
1. *Common Open Space* (1) *shall* be provided on the *Lot* for *Apartment Residential Use* as a minimum of 30% of the *Lot Area*.
2. *Outdoor Amenity Area* (1) *shall* be provided on the *Lot* based on the following ratio, and this area may form part of the *Common Open Area* requirement:
   a. 1.0 square metres per apartment *Dwelling Unit*.
3. *Private Outdoor Area* (1) *shall* be provided for each *Dwelling Unit* at a minimum of 5.0% of the *Dwelling Unit* area or 4.6 square metres, whichever is greater. This area may form part of the *Common Open Area* requirement.
4. *Indoor Amenity Area* (1) *shall* be provided on the *Lot* based on the following ratio:
   a. 1.0 square metres per apartment *Dwelling Unit*.

Sheet List	
A0.0	Zoning Info
A0.1	Perspective View to N-W
A1.0	Site Plan
A1.1	Fire Fighting Plan
A2.0	P2-Parking Plan
A2.1	P1-Parking Plan
A2.2	Plan Floor 1
A2.3	Typical Floor Plans 2 to 5
A2.4	Plan Floor 6
A2.5	Roof Plan
A3.0	Elevations
A3.1	Elevations
A4.0	Site Sections
A6.0	Exterior Materials Board

ISSUED DRAWINGS

2020-06-26	Issued for review
2020-11-10	Rezoning & D.P.

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22057 & 22083 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 DL 397 Grp 1 NWD Plan 11251 ; Parcel B (78944E) DL 397 Grp 1 NWD Plan 11251 & Lot 3 DL 397 Grp 1 NWD Plan 11251

PID #: 005-283-944, 005-283-910 & 001-844-652

Zoning Info

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Date:	April 14, 2018
Scale	As Noted
Drawn	WB
Project ID	1724
Sheet	A0.0



No.
Comment
Response
ADP General Resolutions
That the Advisory Design Panel has reviewed application No. 2018-180-DP and supports the project and recommends the following concerns be addressed as the design develops and submitted to Planning staff for follow-up:
ADP Item & Our Response

1. Explore acoustic solutions for noise in exterior patios on Lougheed frontage.

Done. We are committed to engaging an acoustic consultant to provide advice on attenuation of sound from the Lougheed Highway after 3rd Reading as we prepare the working drawings should council approve this application.

2. Confirm/review definition of interior locked bedrooms:
The bedrooms that are interior in some of the units are indeed referenced correctly. The building code does permit bedrooms in large sprinklered multi-family developments to be located on the interior of a building subject to mechanical ventilation being provided as well be done at the working drawings stage and installed during construction.

3. Confirm/review definition of vestibule at front entry:
A vestibule has been designed as required in conformance with ASHRAE. See lobby of the main floor plan.

4. Provide a hierarchal architectural element at front entry for way finding purposes and celebrate the entry.
I would still like to keep the entry somewhat more subdued out of respect for the existing single family homes. I do not want it to be too garish. But I have added a light brick over the entry and a subdued canopy with some accents lights. Nothing too showy yet clearly speaks to the main entry. As well, its location along a short side of the building fronting 121st and its proximity to the street all provide clear direction and wayfinding as the building's main entry point. This is my opinion.

5. Add additional accent, colours or materials to give prominence to architectural elements to reduce the scale of the building;
We have added more accents to the building in particular at the 2nd and 4th level where we already had an accent band in various locations along the facade. I have also added a band board at the 2nd floor level to provide an additional slight horizontal element to the design to draw the eye down and visually reduce the scale.
6. Consider Celebrating corner interior details through the use of an additional material.
We have added more exterior accents to the building in particular at the 2nd and 4th level where we already had an accent band in various locations along the facade. The 4 corners are already quite pronounced and I am cautious about overdoing it. I was trained in the "less is more" school. I think what we have here is a classic building of understated, organized expression; suitable to the neighbourhood.

Provide the addition of children's play in one of the amenity areas.
Done. See landscape drawings.

ISSUED DRAWINGS

2020-11-10	Rezoning & D.P.
2021-04-06	Response to ADP

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22007 & 22093 Lougheed Hwy, Maple Ridge BC

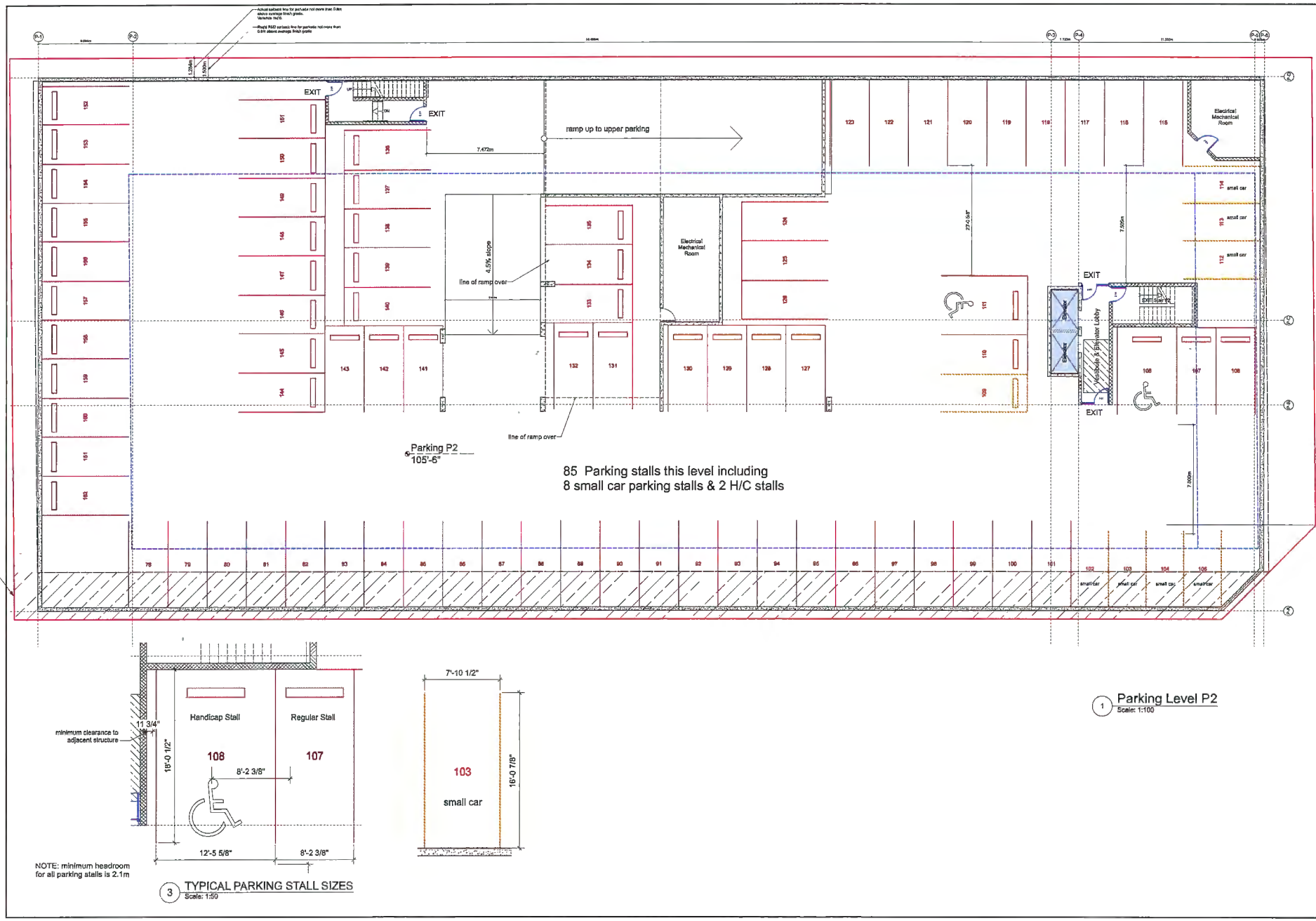
Legal Address: Lot 4 DL 397 Group 1 NWD Plan 11251, Parcel B (Ref. Plan) of Lot 3 DL 397 Group 1 NWD Plan 11251

PID#: 005-293-944, 005-293-910 & 001-844-652

Perspective View to S-W

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Date:	April 14, 2018
Scale	As Noted
Drawn	WB
Project ID	1724
Sheet	A0.2



NOTE: minimum headroom for all parking stalls is 2.1m

3 TYPICAL PARKING STALL SIZES
Scale: 1:50

1 Parking Level P2
Scale: 1:100

ISSUED DRAWINGS
2020-07-13 Issued for Client Review
2020-11-10 Rezoning & D.P.

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22057 & 22083 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 DL 397 Grp 1 NWD Plan 11251; Parcel B (169947) DL 397 Grp 1 NWD Plan 11251 & Lot 3 DL 397 Grp 1 NWD Plan 11251

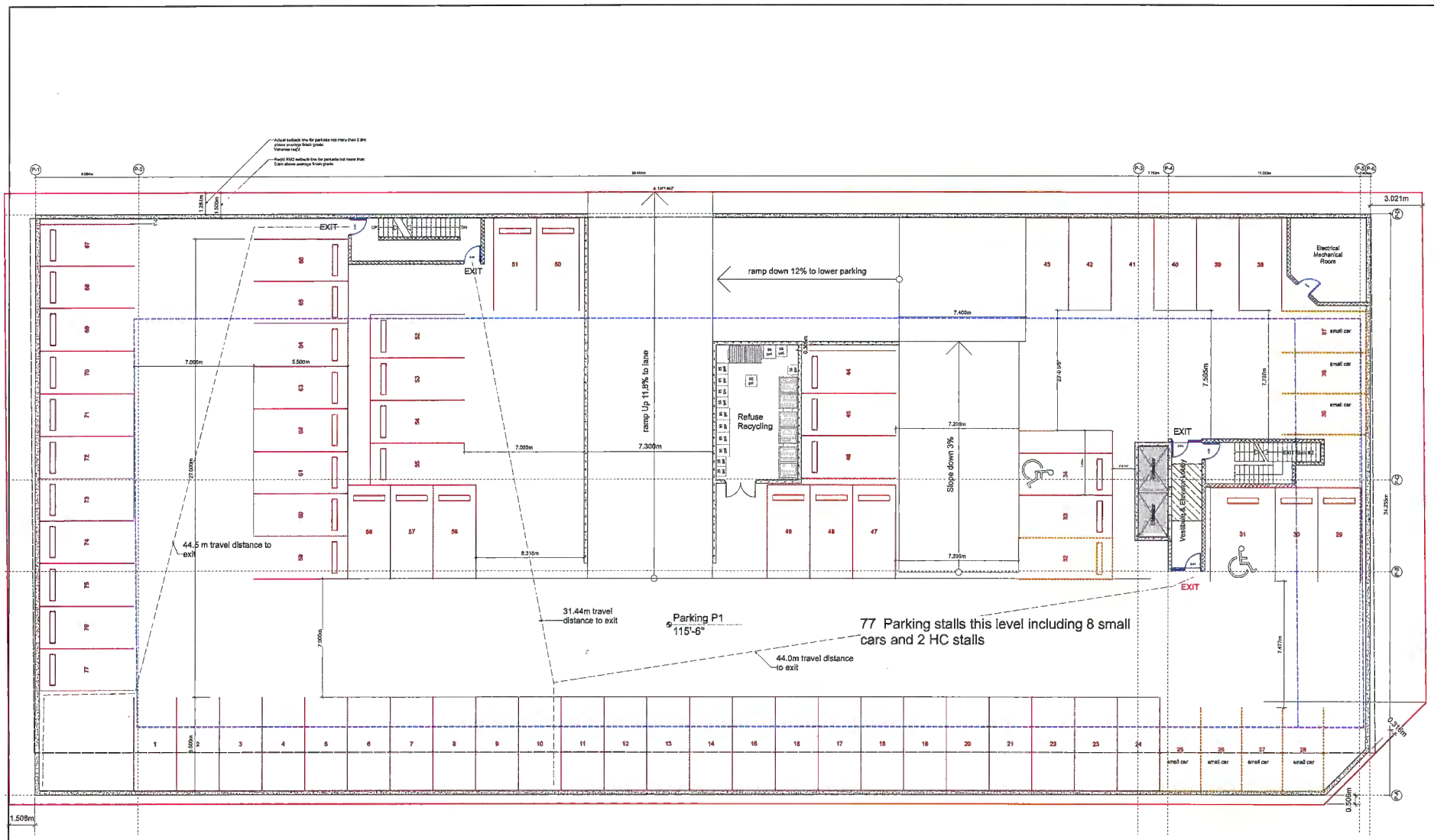
PID #: 005-293-944, 005-293-910 & 001-844-662

P2-Parking Plan

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Date: April 14, 2018
Scale: As Noted
Drawn: WB
Project ID: 1724

Sheet: A2.0



1 Parking Level P1
Scale: 1:100

ISSUED DRAWINGS

2020-07-13 Issued for Client Review
2020-11-10 Rezoning & D.P.

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22267 & 22083 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 Pl. 307 Grp 1 NWD Plan 11251, Parcel B (16394-E) DL 397 Grp 1n NWD Plan 11251 & Lot 3 Pl. 397 Grp 1 NWD Plan 11251

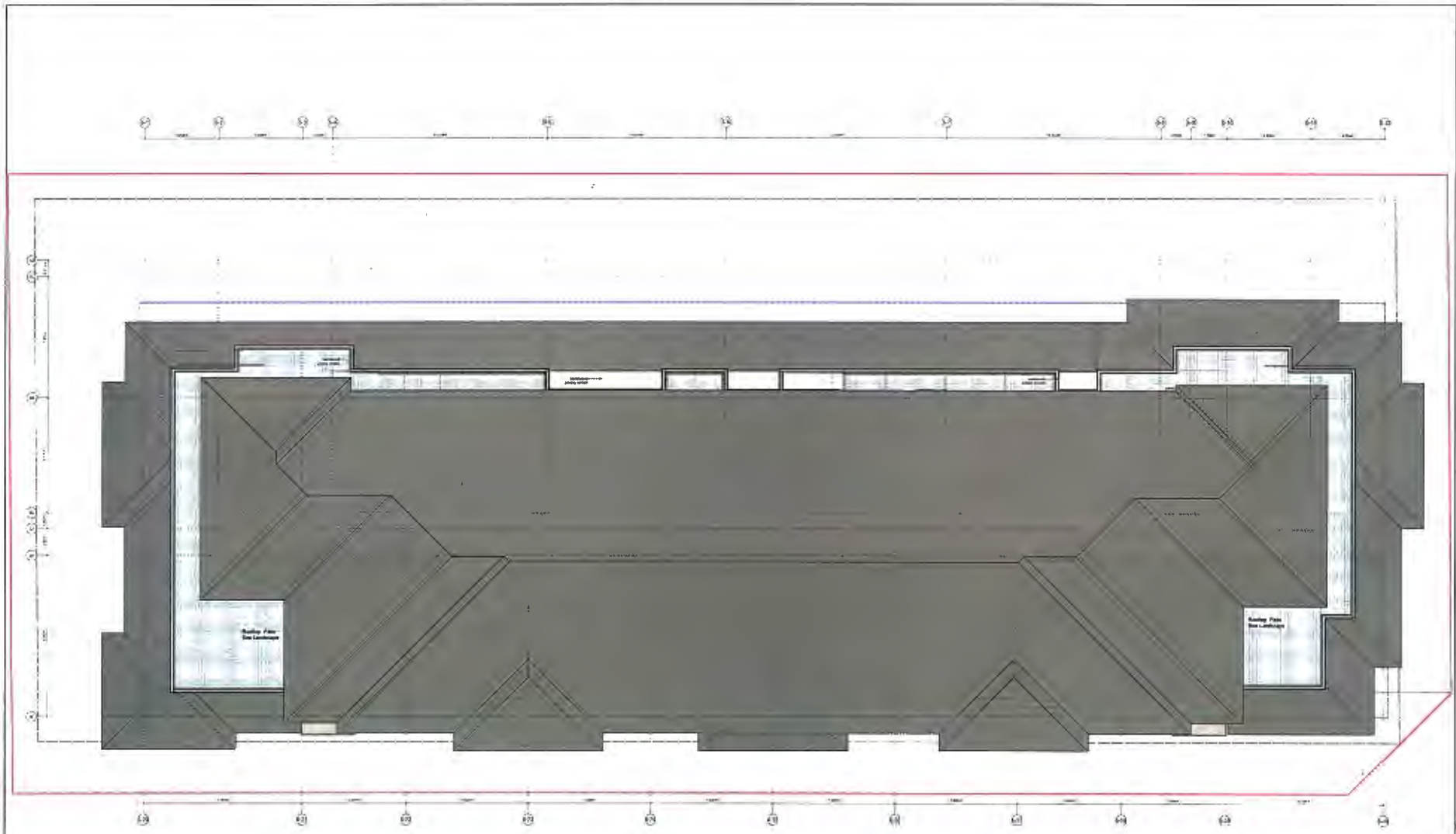
PID #: 005-393-944, 005-293-910 & 001-844-662

P1-Parking Plan

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Date: April 14, 2016
Scale: As Noted
Drawn: WB
Project ID: 1724

Sheet: A2.1



1 Roof Plan
Scale: 1:100

ISSUED DRAWINGS

Rezoning & D.P.

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22007 & 22083 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 DL 397 Grp 1 NWD Plan 11251 , Parcel B (YB9442) DL 397 Grp 1a NWD Plan 11251 & Lot 3 DL 397 Grp 1 NWD Plan 11251

PID #: 005-293-944, 005-293-810 & 001-844-692

Roof Plan

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Date:

Scale:

Drawn:

Project #:

Sheet:

A2.5



1 SOUTH ELEVATION
Scale: 1:125

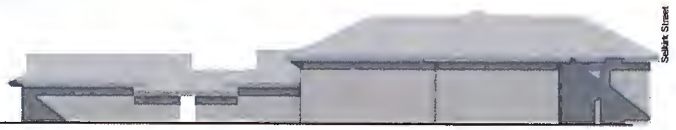


2 EAST ELEVATION
Scale: 1:125

Exterior Materials

#	Description	Material	Manufacture	Colour
1	Brick Cladding	Brick	DL	RL Bronze Tiny Brick
2	Board and Batten Cladding	Fibre-Cement		RAL 7036 Ral Platinum Grey
3	Horizontal Siding	Fibre-Cement		RAL 9010 Ral Pure White
4	Fascia Board	Prefinished Metal		RAL 7021 Black Grey
5	Gutters & Downspouts	Prefinished Metal		RAL 7021 Black Grey
6	Roofing	Fibreglass Shingle		OR36 Dana White
7	Windows	Vinyl Frame & Glass		KC Black
8	Exterior Doors	Metal Clad / Vinyl & Glass		KC Black
9	Landscape Railing	Prefinished Metal		RAL 7021 Black Grey
10	Balcony Railing	Prefinished Metal		RAL 7036 Ral Platinum Grey
11	Soffit	Fibre-Cement		
12	Concrete Cap	Concrete		
13	Glazed Balcony Railing	Tempered Glass		Clear
14	Translucent Privacy Screen	Tempered Glass		
15	Window & Door Trim	2x5 Painted Wood		RAL 9003
16	Wood Columns	Painted Wood		RAL 9003
17	Exterior Lights	Prefinished Metal		

* All Materials as noted or approved equal



No.
Comment
Response
ADP General Resolutions
That the Advisory Design Panel has reviewed application No. 2016-150 DP and supports the project and recommends the following concerns be addressed as the design develops and submitted to Planning staff for follow-up:
ADP Item & Our Response
1. Explore material solutions for inside or exterior patios on lengthened facades.
Done. We are committed to engaging as much sunlight as possible into our apartments as required from the Lougheed Highway and Selkirk Road sides as per the building drawings should there be questions during the application.
2. Commencement demolition or interior locked balconies. The bedrooms that are adjacent to some of the units are indoor rooms or currently. The buildings side does permit balconies or large cantilevered multi-family developments to be located on the upper of a building subject to mechanical ventilation being provided or will be done at the earliest feasible stage and satisfied during detailed design.
3. Commencement demolition of residents or from entry & sunlight has been designed as required to commence with ASHRAE. See lobby in the main floor plan.
4. Provide a focus for architectural element at least entry for way finding purposes and celebrate the entry. I would still like to keep the entry connection more anchored out of respect for the existing single family homes. I do not want it to be lengthy, but I have included a light band over the entry and a cultured stone with some accents lights. Nothing was shown, yet which speaks to the main entry. As well, on the other design side of the building fronting 124 and its pedestrian to the west all possible steps that have not been accounted for the building's main entry point. This is my opinion.
5. Add additional accent, colour or materials to give pronouncement to balcony/elements to reduce the scale of the building.
We have added some more accents to the building, in particular at the 2nd and 4th level where we already had an accent board around each balcony. We have also added a third board at the 3rd floor level to provide an additional slight horizontal element to the design to close the eye down and help reduce the scale.
6. Consider celebrating corner window details through the use of an additional material.
We have added some subtle accents to the buildings, in particular at the 2nd and 4th level where we already had an accent board around each balcony. We have also added a third board at the 3rd floor level to provide an additional slight horizontal element to the design to close the eye down and help reduce the scale.
7. Provide for addition of children's play in one of the amenity areas.
Done. See landscape drawings.

ISSUED DRAWINGS
2020 09 16 Issued for review
2020-11-10 Rezoning & D.P.

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22057 & 22063 Lougheed Hwy Maple Ridge BC
Legal Address: Lot 4 DL 397 Grp 1 NWD Plan 11251 , Parcel B (Y69442) DL 397 Grp 1 NWD Plan 11251 & Lot 2 DL 397 Grp 1 NWD Plan 11251
PID #: 005-293-964, 005-293-910 & 001-844-852

Elevations

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Date: April 14, 2018
Scale: As Noted
Drawn: WB
Project ID: 1724

Sheet
A3.0



1 NORTH ELEVATION
Scale: 1:125

No. Comment Response

ADP General Resolutions

Prof. Sig. Mr. Arch. Design Panel has reviewed application No. 2020-100 DP and supports the project and recommends the following concerns be addressed in the design drawings and submitted to Planning staff for Resubmission:

ADP Item & Our Response

1. Explore acoustic solutions for noise in outdoor patios on Lougheed facade.

Done. We are committed to engaging an acoustic consultant to provide advice on alleviation of sound from the Lougheed Highway after full drawings are prepared for the working drawings should a form of approval this application.

2. Continuous use condition of interior locked bedrooms. The bedrooms that are exterior to some of the units are locked, enclosed and unvented. The building codes do not permit bedrooms in large apartment style family developments to be located in the absence of a habitable exhaust to the rooms. A ventilation being provided in each of the rooms at the working drawings stage and installed during construction.

3. Confirmation/clear definition of ownership of front entry. A landlord has been designed as required in accordance with ASHRAE. See lobby of the main floor plan.

4. Provide a barrier-free accessible elevator at front entry for easy loading purposes and also frame the entry. It would still like to keep the entry somewhat more sophisticated in respect to the existing single family houses. I do not want it to be too grand. But I have added a light brick over the entry and a sidelined canopy with some accent lights. Nothing too shows yet classic, similar to the main units. As well, the location already exist side of the building (entry) 1240 mm is consistent to the street all possible clear direction and is speaking as the building's main entry point. This is my opinion.

5. Add articulation or trim, colours or materials to give prominence to architectural elements to reduce the scale of the building.
We have added some accents to the building in particular at the 2nd and 4th level where we already had an accent band in various materials/colours. The accents are already quite pronounced and I am concerned about overdoing it. I was trained as the "less is more" school I think, where we have here is a clean building of sophisticated, organized expression; suitable to the neighbourhood.

Possibly the additions of children's play in one of the amenity areas.
Status. See landscape drawings.

ISSUED DRAWINGS

2020-08-20	Issued for review
2020-11-19	Rezoning & D.P.

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22097 & 22303 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 Pl. 39T Grp 1 NWD Plan 11251, Parcel B (REM42) Dl. 397 Grp 1e NWD Plan 11251 & Lot 3 Dl. 397 Grp 1 NWD Plan 11251

PID #: 005-393-944, 005-293-510 & 001-844-652

Elevations

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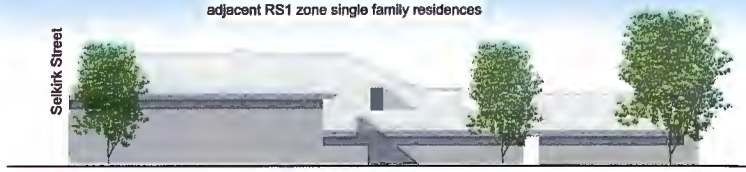
Date:	April 14, 2016
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Drawn	WB
Project ID	1724

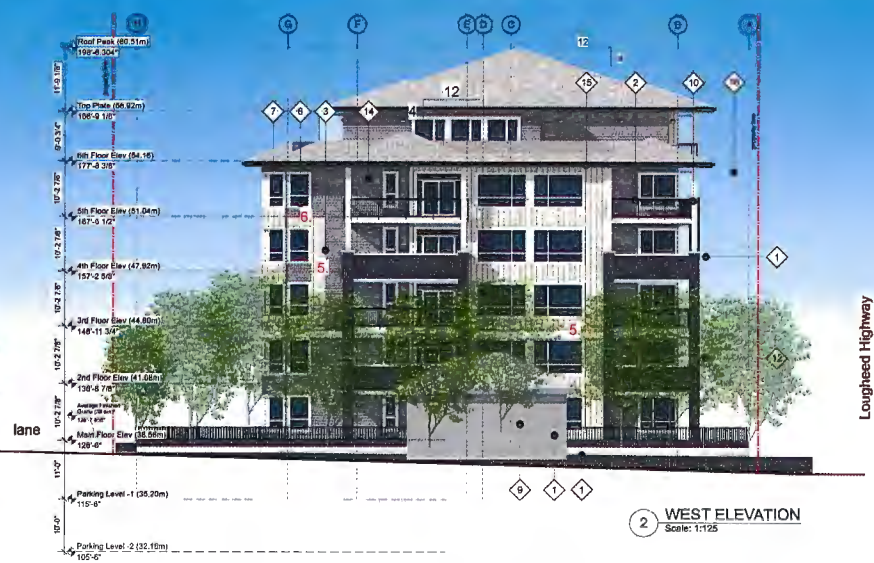
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Exterior Materials

#	Description	Material	Manufacturer	Colour
1	Brick Cladding	Brick	DL	DL Bronze Bay Brick
2	Board and Batten Cladding	Fibre-Cement		RAL 7036 Ral Platinum Grey
3	Horizontal Siding	Fibre-Cement		RAL 9010 Ral Pure White
4	Fascia Board	Prefinished Metal		RAL 7021 Black Grey
5	Gutters & Downspouts	Prefinished Metal		RAL 7021 Black Grey
6	Roofing	Fibreglass Shingle		OR56 Bone White
7	Windows	Vinyl Frame & Glass		KC Black
8	Exterior Doors	Metal Clad / Vinyl & Glass		KC Black
9	Landscape Railing	Prefinished Metal		RAL 7021 Black Grey
10	Balcony Railing	Prefinished Metal		RAL 7036 Ral Platinum Grey
11	Soffit	Fibre-Cement		
12	Concrete Cap	Concrete		
13	Glazed Balcony Railing	Tempered Glass		Clear
14	Translucent Privacy Screen	Tempered Glass		
15	Window & Door Trim	2x6 Painted Wood		RAL 9003
16	Wood Columns	Painted Wood		RAL 9003
17	Exterior Lights	Prefinished Metal		

* All Materials as noted or approved equal

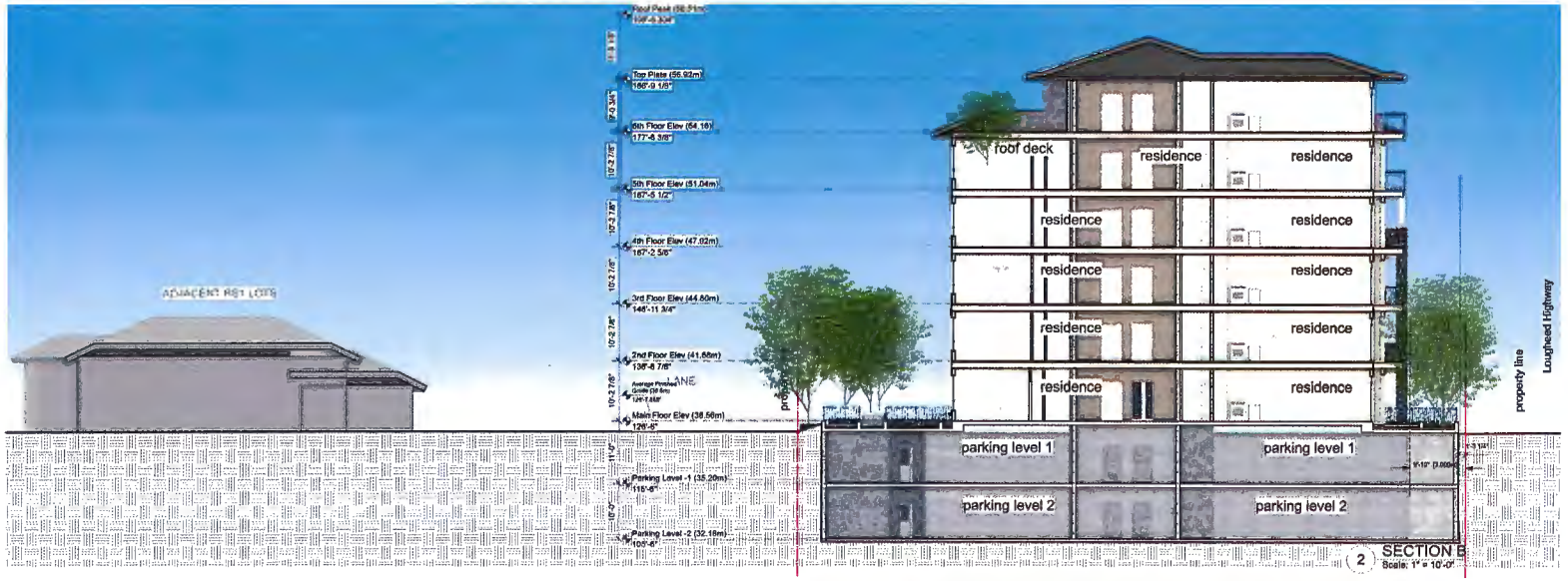




2 WEST ELEVATION
Scale: 1:125



1 SECTION A
1" = 10'-0"



2 SECTION B
Scale: 1" = 10'-0"

ISSUED DRAWINGS

2020-06-26	Issued for review
2020-11-10	Rezoning & D.P.

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Proposed RM-2 Multi-Family Devt

Civic Address: 22097 & 22083 Loughreed Hwy, Maple Ridge BC

Legal Address: Lot 4 Pl. 397 Grp 1 NWD Plan 11251, Parcel B (YB9452) DL 397 Grp 1n NWD Plan 11251 & Lot A DL 397 Grp 1 NWD Plan 11251

PID #: 005-293-944, 005-293-910 & 001-844-662

Site Sections

WAYNE STEPHEN BISSKY
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PLANNING INTERIOR DESIGN
22083 Loughreed Highway,
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Date:	April 14, 2015
Scale	As Noted
Drawn	WB
Project ID	1724

Sheet

A4.0

Exterior Materials

#	Description	Material	Manufacture	Colour
1	Brick Cladding	Brick	IXL	IXL Bronze Bay Brick
2	Board and Batten Cladding	Fibre-Cement		RAL 7036 Ral Platinum Grey
3	Horizontal Siding	Fibre-Cement		RAL 9010 Ral Pure White
4	Fascia Board	Prefinished Metal		RAL 7021 Black Grey
5	Gutters & Downspouts	Prefinished Metal		RAL 7021 Black Grey
6	Roofing	Fibreglass Shingle		DR35 Bone White
7	Windows	Vinyl Frame & Glass		KC Black
8	Exterior Doors	Metal Clad / Vinyl & Glass		KC Black
9	Landscape Railing	Prefinished Metal		RAL 7021 Black Grey
10	Balcony Railing	Prefinished Metal		RAL 7036 Ral Platinum Grey
11	Soffit	Fibre-Cement		
12	Concrete Cap	Concrete		
13	Glazed Balcony Railing	Tempered Glass		Clear
14	Translucent Privacy Screen	Tempered Glass		
15	Window & Door Trim	2x6 Painted Wood		RAL 9003
16	Wood Columns	Painted Wood		RAL 9003
17	Exterior Lights	Prefinished Metal		

* All Materials as noted or approved equal

1724 Proposed Multi-Family Development for 22057 & 22083 Lougheed, Maple Ridge — EXTERIOR
MATERIALS (Or approved equals)

Reference on Drawing	Image or Colour	Name (or approved equal)	Link to Colour only	Link to Colour and/or Material as applicable
1. Brick Cladding		"Charcoal Klaycoat" by IXL	N/A	https://ixlbuild.com/product/charcoal-klaycoat/
2. Fibre Cement SMOOTH Board and Batten Cladding		HardiePanel SMOOTH vertical siding (PRIMED FOR PAINT) as the base material with decorative 3/4-inch thick x 2 1/2" wide strips over. Colour to be RAL 1013 Oyster white	https://www.ralcolorchart.com/ral-classic/ral-1013-oyster-white	https://www.jameshardie.ca/products/hardipanel-vertical-siding AND
Fibre Cement SMOOTH horizontal Cladding		Hardie Panel HARDIEPLANK® LAP SIDING SMOOTH Colour to be Grey Slate	N/A	https://www.jameshardie.ca/products/hardieplank-lap-siding
4. 9.23" Fibre Cement SMOOTH Fascia Board		RAL 7021 Black grey	https://www.ralcolorchart.com/ral-classic/ral-7021-black-grey	https://www.jameshardie.ca/products/handietrim-boards
5. Gutters & Downspouts		RAL 7021 Black grey	https://www.ralcolorchart.com/ral-classic/ral-7021-black-grey	N/A
6 Roofing		Crowne Slate by IKO	N/A	https://www.iko.com/na/residential-roofing-shingles/designer/crowne-slate/
7 Windows Vinyl Frame		Allweather windows Horizon 7100 Colour = RAL 9003 Signal white	N/A	https://www.allweatherwindows.com/windows/series/horizon7100/explore-and-finishes
8. Exterior Patio Doors		All Weather Vantage Patio Door Colour = Clear Anondized	N/A	https://www.allweatherwindows.com/doors/hpa/patio-doors/
9. Prefinished Metal Landscape Railings		RAL 7005 Mouse grey	https://www.ralcolorchart.com/ral-classic/ral-7005-mouse-grey	N/A
10. Prefinished Metal Railings on balconies		RAL 7005 Mouse grey	https://www.ralcolorchart.com/ral-classic/ral-7005-mouse-grey	N/A
11. Soffit		HARDIESOFFITS® PANELS VENTEDPLUSTM SMOOTH colour to be White Bungalow	N/A	https://www.jameshardie.ca/products/hardiesoffit-panels
15. Window Trim, Door Trim		RAL 9003 Signal white	https://www.ralcolorchart.com/ral-plastic-p/ral-9003-p-signal-white?	N/A
16. Wood Clad Columns and miscellaneous trim		RAL 9003 Signal white	https://www.ralcolorchart.com/ral-plastic-p/ral-9003-p-signal-white?	N/A



1 Partial East Perspective

ISSUED DRAWINGS

2020-08-28	Issued for review
2020-11-10	Rezoning & D.P.

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Proposed RM-2 Multi-Family Devt

Civic Address: 22057 & 22083 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 DL 397 Grp 1 NWD Plan 11251, Parcel B (R79947) DL 397 Grp 1n NWD Plan 11251 & Lot 3 DL 397 Grp 1 NWD Plan 11251

PID #: 005-293-944, 002-293-910 & 001-844-652

Exterior Material Board

WAYNE STEPHEN BISSKY
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E-mail: bissky@telus.net

Date:	April 14, 2018
Scale	As Noted
Drawn	WB
Project ID	1724
Sheet	A5.0



1 VIEW TO NORTH WEST

ISSUED DRAWINGS

2023-07-13	Issued for Client Review
2023-11-15	Rezoning & D P

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22057 & 22080 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 Dl. 397 Grp 1 NWD Plan 11251, Parcel B (108942) Dl. 397 Grp 1a NWD Plan 11251 & Lot 3 Dl. 397 Grp 1 NWD Plan 11251

PID #: 005-293-944, 005-293-916 & 007-844-052

Perspective View to N-W

WAYNE STEPHEN BISSKY
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604-732-[illegible] Lougheed Highway
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Fax: 604-463-[illegible]
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Website: [illegible]

Date:	April 14, 2016
Scale	As Noted
Drawn	WB
Project ID	1724
Sheet	B0.1



ISSUED DRAWINGS

2020-07-13	Issued for Client Review
2020-11-18	Rezoning & D.P.

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22097 & 22093 Loughheed Hwy, Maple Ridge BC

Legal Address: Lot 4 DL 397 Grp 1 NWD Plan 11251, Parcel B (Ref. 87994E) DL 397 Grp 1a NWD Plan 11251 & Lot 3 DL 397 Grp 1 NWD Plan 11251

PID #: 005-293-944, 005-293-910 & 001-844-682

Perspective View to S-W

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

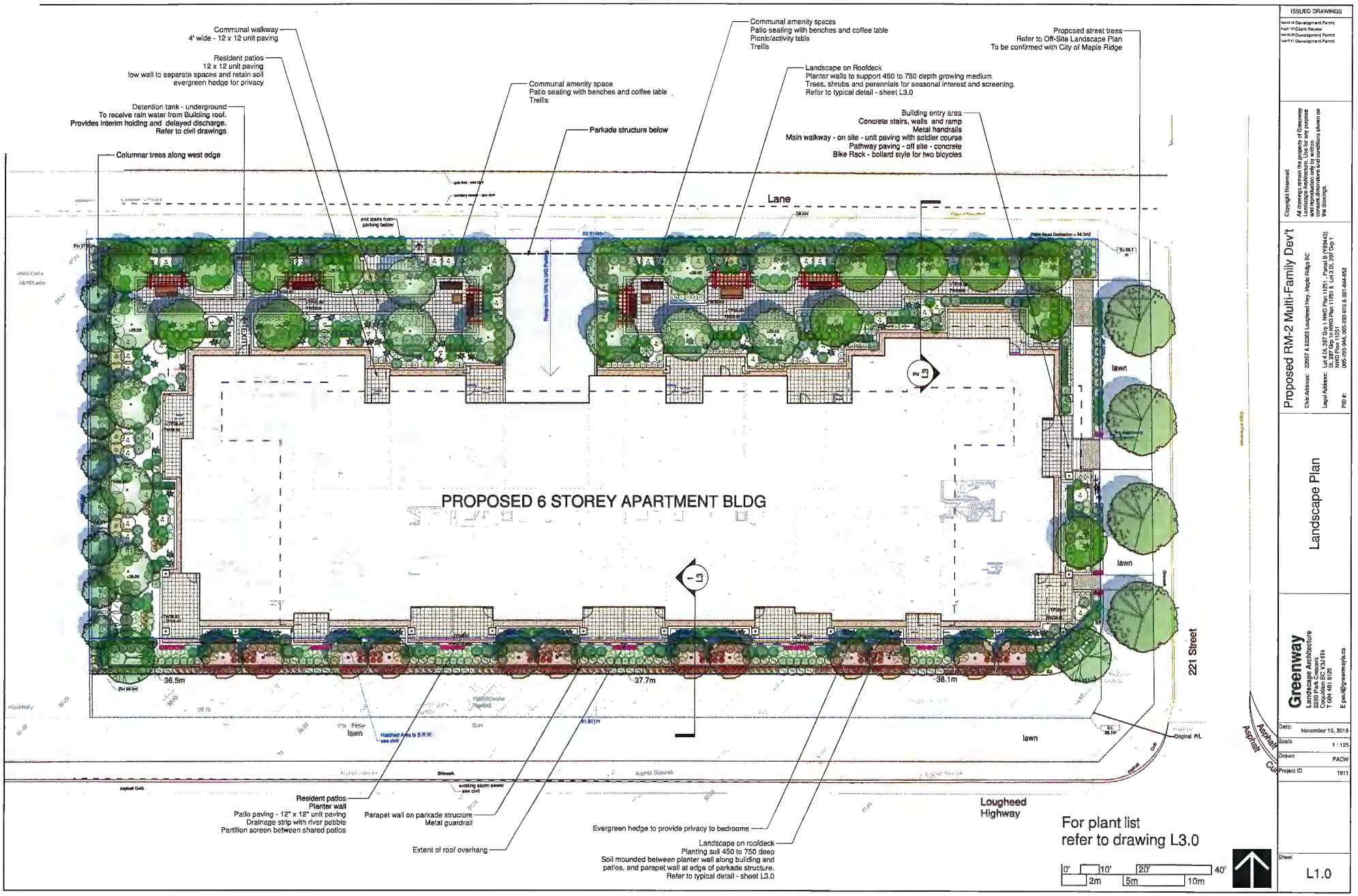
#203-20393 Lougheed Highway,
Maple Ridge, B.C. V2X 2Z6
p: 604 467-8300 fax: 604 467-8303
e-mail: wayne@bissky.com
Website: www.bissky.com

Date:	April 14, 2018
Scale	As Noted
Drawn	WB
Project ID	1724

Sheet

B0.2

APPENDIX G



ISSUED DRAWINGS

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22057 & 22063 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 DL 397 Grp 1 NWD Plan 11251 , Parcel B (Y69842) Lot 3 DL 397 Grp 1 NWD Plan 11251 & Lot 3 DL 397 Grp 1 NWD Plan 11251

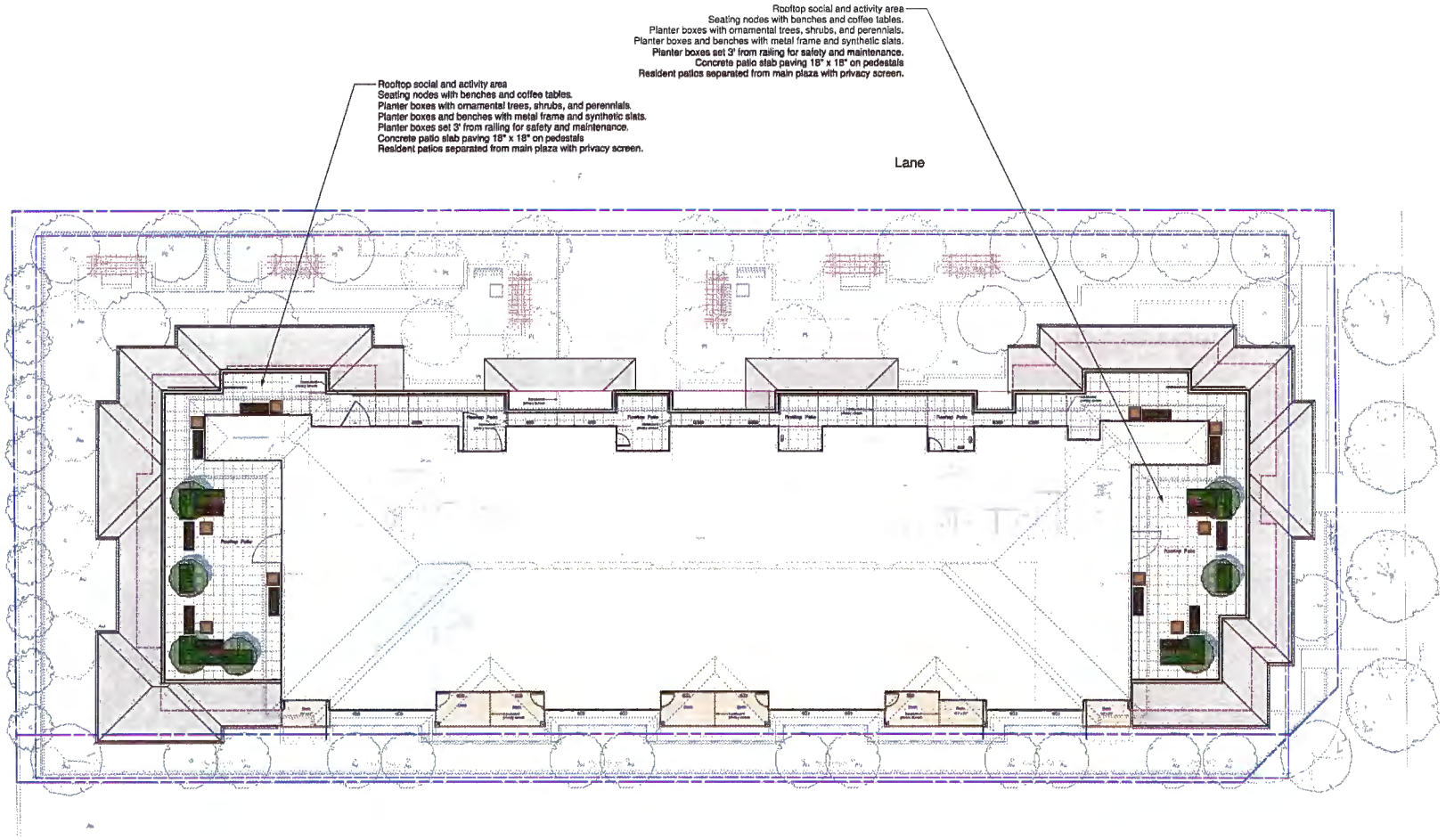
PID #: 005-293-944, 005-293-910 & 001-844-652

Landscape Plan

Greenway
Landscape Architecture
2230 Park Crescent
Coquitlam BC V3J 6H
T 604 461 3100
E paul@greenwayla.ca

Date: November 15, 2019
Scale 1 : 125
Drawn PACW
Project ID 1911

Sheet L1.0



For plant list
refer to drawing L3.0

0' 10' 20' 40'
2m 5m 10m

ISSUED DRAWINGS

Rev19.08 Development Permit
Rev17.21 Development Permit

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22057 & 22063 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 Dl. 397 Grp.1 NWD Plan 11251 ; Parcel B (Y69442) Dl. 397 Grp.1 NWD Plan 11251 & Lot 9 Dl. 397 Grp.1 NWD Plan 11251

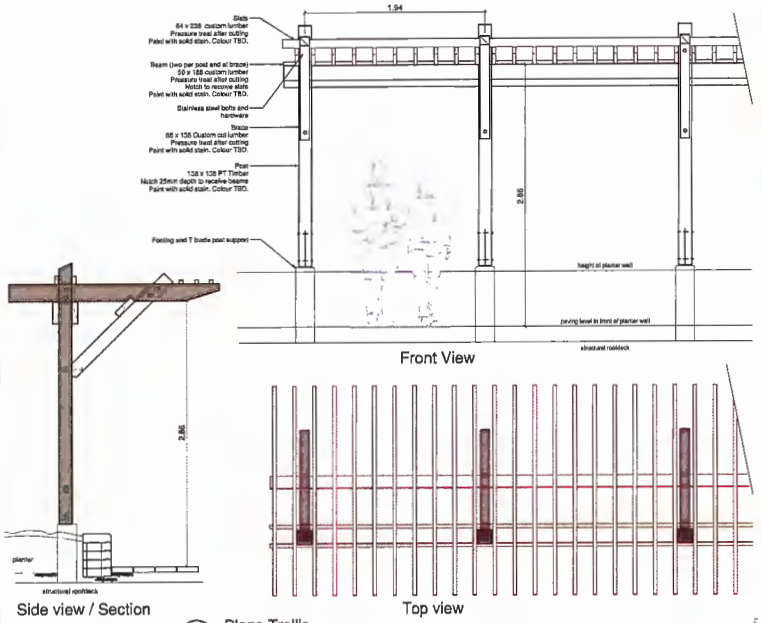
PID #: 005-293-944, 005-293-910 & 001-844-662

Roofdeck Plan

Greenway
Landscape Architecture
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Coquitlam BC V3J 6T4
T 604 461 9100
E paul@greenwayla.ca

Date: November 15, 2019
Scale: 1 : 125
Drawn: PAOW
Project ID: 1911

Sheet: L2.0



1 Plaza Trellis

1" = 2' - 0"



Planter Box

Coffee table

Bench seating

Synthetic wooden slats and grey metal frame
As manufactured by Wishbone Industries or alternate

2 Furnishings

Not to scale

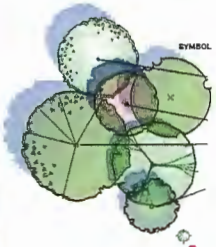
PLANT LIST - Lougheed Apartments - Roofdeck

updated November 10, 2020

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
	TREES				
	7	Magnolia x Betty	Betty Magnolia	1.5m tall specimen	
SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
	SHRUBS				
	5	Azalea japonica Hino Crimson	Hino Crimson Azalea	#2 pot	900 o.c.
	55	Buxus sempervirens	Common Boxwood	#2 pot	400 o.c.
	3	Calluna vulgaris	Pink Heather	#1 pot	450 o.c.
	3	Spiraea x Bumalda Gold Flame	Gold Flame Spirea	#2 pot	900 o.c.
	GROUND COVERS AND PERENNIALS				
Au		Arctostaphylos uva-ursi VJ	Vancouver Jade Kinnikinick	#1 pot	500 o.c
Hs		Hemerocallis 'Happy Returns'	Happy Returns Daylily	#1 pot	500 o.c
Rf		Hosta sieboldiana 'Elegans'	Elegans Plantain Lily	#1 pot	500 o.c
	4	Pennisetum alopecuroides 'Hameln'	Hamein Fountain Grass	#1 pot	600 o.c
	4	Stipa tenuissima	Mexican Feather Grass	#1 pot	500 o.c

NOTES:

1) In case of discrepancy between plant numbers on this list and on the plan, the plan shall prevail.
2) All planting shall be in accordance with BCSLA/BCLNA Landscape Standard, latest edition.
3) All maintenance shall be in accordance with BCSLA/BCLNA Landscape Standard, latest edition.
4) All planter boxes: Fill with soil and 50mm of decomposed organic mulch or approved equal.



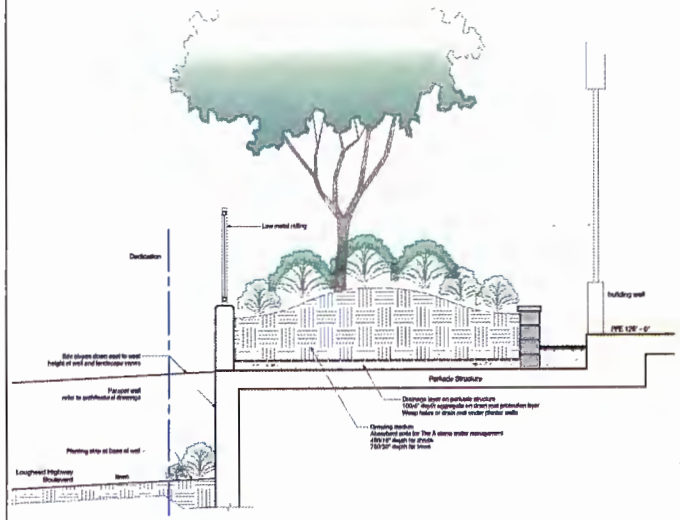
PLANT LIST - 22083 Lougheed Apartments

February 17, 2021

SYMBOL	total	site	off-site	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
	TREES						
	14	14		Acer circinatum	Vine Maple	3.0m tall, multi stem	
	13	13		Acer palmatum Osakazuki	Green Japanese Maple	2.5m tall, multi stem	
	13	13		Amelanchier x grandiflora Princess	Princess Diana Serviceberry	#10 pot multi stem	900 o.c.
	4		4	Cornus nuttalii EW	Eddies White Wonder Dogwood	6cm Cal, WB	
	2	1	1	Magnolia galaxy	Galaxy Magnolia	1.8m standard 6cm Cal, WB	
	9	9		Quercus palustris Pringreen	Green Pillar Pin Oak	1.8m Std. 6cm Cal, WB	
	SHRUBS						
	117	111	6	Azalea japonica Hino Crimson	Hino Crimson Azalea	#2 pot	900 o.c.
	34	34		Calluna vulgaris	Pink Heather	#1 pot	450 o.c.
	13	13		Cornus sericnifera	redtwig Dogwood	#1 pot	900 o.c.
	18	18		Euonymus alata 'Compactus'	Dwarf Burning Bush	#2 pot	900 o.c.
	56	56		Gaultheria shallon	Salal	#1 pot	600 o.c.
	151	151		Hydrangea macrophylla FP	Forever Pink Hydrangea	#2 pot	900 o.c.
	14	14		Kalmia latifolia Minuet	Minuet Mountain Laurel	#2 pot	750 o.c.
	6	6		Mahonia aquifolium	Oregon Grape	#2 pot	750 o.c.
	23	23		Physocarpus opulifolius Diabolo	Diabolo Ninebark	#2 pot	800 o.c.
	77	77		Pieris japonica compacta	Dwarf Pieris	#2 pot	900 o.c.
	107	107		Polystichum munitum	Western Sword Fern	#1 pot	600 o.c.
	63	63		Potentilla fruticosa Red Ace	Red Ace Shrubby Cinquefoil	#1 pot	650 o.c.
	193	188	5	Rhododendron 'Ramapo'	Dwarf Red Rhodo	#2 pot	750 o.c
	81	81		Rhododendron Vulcan	Red Vulcan Rhododendron	#5 pot	900 o.c
	38	38		Ribes sanguineum	Red-Flowering Currant	#2 pot	900 o.c
	145	145		Sarcococca H. Humilis	Himalayan Sweet Box	#1 pot	450 o.c.
	34	34		Skimmia j. macrophylla M + F	Skimmia (male and female)	#3 pot	900 o.c.
	166	166		Taxus x Media Browni	Brown's Yew	1.2m tall, B&B	600 o.c.
	125	118	7	Spiraea x Bumalda Gold Flame	Gold Flame Spirea	#2 pot	900 o.c.
	18	18		Symphoricarpos albus	Snowberry	#1 pot	900 o.c.
	10	10		Vaccinium ovatum	Evergreen Huckleberry	#2 pot	900 o.c.
	13	13		Weigela florida MW	Midnight Wine Weigela	#2 pot	750 o.c.
	GROUND COVERS						
Au	0			Arctostaphylos uva-ursi VJ	Vancouver Jade Kinnikinick	#1 pot	500 o.c
Mn	9	9		Mahonia nervosa	Longleaf Mahonia	#1 pot	450 o.c
Pt	0			Pachysandra terminalis	Japanese Spurge	10cm pot	450 o.c
	PERENNIALS AND GRASSES						
Ac	0			Astilbe chinensis	Chinese Astilbe	#1 pot	450 o.c
Ep	0			Echinacea purpurea'Magnus'	Magnus Purple Coneflower	#1 pot	450 o.c
He	0			Hemerocallis 'Happy Returns'	Happy Returns Daylily	#1 pot	500 o.c
Hs	0			Hosta sieboldiana 'Elegans'	Elegans Plantain Lily	#1 pot	500 o.c
Rf	0			Rudbeckia fulgida 'Goldsturm'	Black-Eyed Susan	#1 pot	450 o.c
	98	98		Pennisetum alopecuroides 'Hameln'	Hamein Fountain Grass	#1 pot	600 o.c
	88	83		Stipa tenuissima	Mexican Feather Grass	#1 pot	500 o.c

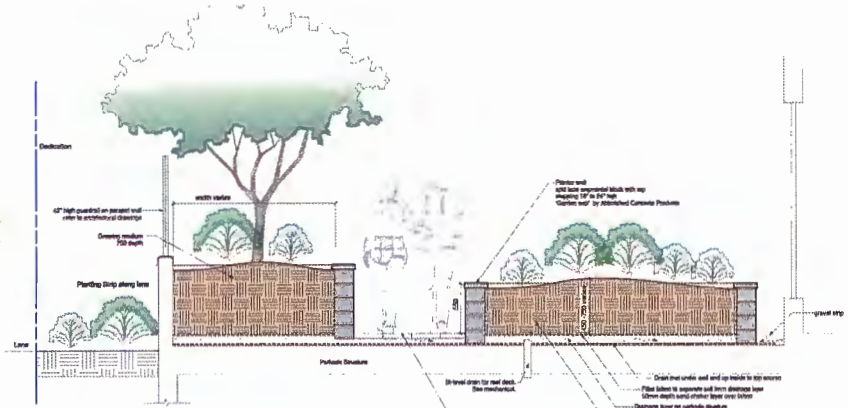
NOTES:

1) In case of discrepancy between plant numbers on this list and on the plan, the plan shall prevail
2) All planting shall be in accordance with BCSLA/BCLNA Landscape Standard, latest edition.
3) All planting beds: 450 growing medium with 75mm of mulch (decomposed hemlfir bark)
4) All off site work and plant material to satisfaction of the City of Maple Ridge



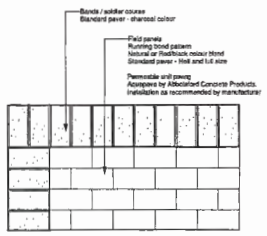
3 Section 1 - Typical Materials

1" = 2' - 0"



4 Section 2 - Typical Materials

1" = 2' - 0"



5 Unit Paving - pattern

not to scale

ISSUED DRAWINGS

Month 19 Development Permit
Month 20 Development Permit
Month 21 Development Permit

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Proposed RM-2 Multi-Family Dev't

Civic Address: 22057 & 22083 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot A Pl. 297 Grp 1 NWD Plan 1251; Parcel B (YB8442) N.W. 1/4 Sec. 27 Twp 12 NWD Plan 1251 & Lot 3 DL 397 Grp 1 NWD Plan 11251

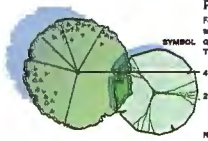
PID #: 005-293-944, 005-293-918 & 001-844-652

Landscape Details

Greenway
Landscape Architecture
2280 Park Crescent
Coquitlam BC V3J 6T4
T 604 461 9126
E paul@greenwaylla.ca

Date: November 15, 2019
Scale As Noted
Drawn PACW
Project ID 1911

Sheet L3.0



PLANT LIST - 22083 Lougheed Apartments - Off Site

February 17, 2021

SYMBOL	total QTY. TREES	site	off-site	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
	4		4	Cornus nuttallii EW	Eddies White Wonder Dogwood	6cm Cal, WB	
	2	1	1	Magnolia galaxy	Galaxy Magnolia	1.8m standard 6cm Cal, WB 1.8m Std.	

NOTES:

1) In case of discrepancy between plant numbers on this list and on the plan, the plan shall prevail
2) All planting shall be in accordance with BCSLA/BCLNA Landscape Standard, latest edition.
3) Tree watering dish with 75mm of mulch (decomposed hemlfir bark)
4) All off site work and plant material to satisfaction of the City of Maple Ridge

GENERAL NOTES

1. All work to satisfaction of the Owner.
2. All work in compliance with City of Maple Ridge municipal standards.
3. Dispose of all excavated and surplus materials off site, recycle where feasible.
4. Contractor to confirm location of any site service before proceeding.
5. Contractor to confirm actual site conditions and layout before proceeding
6. All dimensions are in millimetres, unless noted otherwise.
7. Contractor to coordinate landscape construction with work of other disciplines, including civil, electrical, and architectural, as directed by the Owner.
8. Contractor to make good all damage to satisfaction of the Owner, at no additional cost.
9. Public to be protected from harm at all times. Do not leave work areas in an unsafe or hazardous condition, fence and/or make safe as required
10. Sidewalks and street to be kept clean at all times and cleaned to the satisfaction of the District.
11. All work to be completed consistent with all drawings and specifications.
12. Ensure positive drainage for all landscape areas.

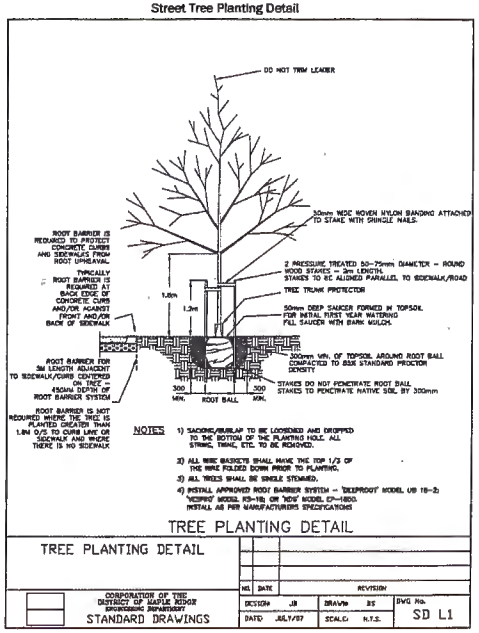
Tree locations to be adjusted in the field as determined by location of underground services and proposed driveways. Confirm locations before digging.

Refer to civil engineering drawings prepared by Wedler Consulting Engineers.

UTILITY CLEARANCE
Trees should be setback a minimum distance of:
6.0m from Lamp Standards
3.0m from Utility Poles
2.0m from Driveways, Sidewalk Crossing, Catch Basin, Hydrants, Sanitary Sewer
1.2m from Valve Box, Services, Manholes
1.5m from Storm and Water Services
7.5m from Street Corners

BOULEVARD LANDSCAPE - Typical
Refer to civil drawings for typical section with location of curb and sidewalks.
Adjust tree locations as required for minimum offset requirements.
Landscaped boulevard to including continuous 150mm depth growing medium and sod turf.
Tree soil trench - 221 Street 1500 wide x 750 deep
Root barrier - 450 tall x 5000 long, beside sidewalk.

SCHEDULE "A"
Street Tree Planting Detail



NOTES
1) BACKING/BURLAP TO BE LOOSENED AND DROPPED TO THE BOTTOM OF THE PLANTING HOLE. ALL STRING, TWINE, ETC. TO BE REMOVED.
2) ALL WIRE BASKETS SHALL HAVE THE TOP 1/3 OF THE WIRE FOLDED DOWN PRIOR TO PLANTING.
3) ALL TREES SHALL BE SINGLE STEMMED.
4) INSTALL APPROVED ROOT BARRIER SYSTEM - "DEEPROOT" MODEL UB 18-2; "ROOTBOT" MODEL RB-18; OR "NDS" MODEL 97-1800. INSTALL AS PER MANUFACTURERS SPECIFICATIONS

TREE PLANTING DETAIL

TREE PLANTING DETAIL				
CORPORATION OF THE DISTRICT OF MAPLE RIDGE ENGINEERING DEPARTMENT STANDARD DRAWINGS	NO.	DATE	REVISION	
	DESIGN	JB	DRAWN	BS
	DATE	JULY/97	SCALE	N.T.S.
			SWG No.	SD L1

ISSUED DRAWINGS
Issued for Development Permit
Issued for Client Review
Issued for Development Permit
Issued for Development Permit

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All drawings remain the property of Greenway Landscape Architecture. Use for any purpose and reproduction only by written permission and conditions shown on the drawings.

Proposed RM-2 Multi-Family Dev't

Civic Address: 22057 & 22083 Lougheed Hwy, Maple Ridge BC

Legal Address: Lot 4 DL 397 Grp 1 NWD Plan 11251 - Parcel B (Ref#42) DL 397 Grp 1 NWD Plan 11251 & Lot 3 DL 397 Grp 1 NWD Plan 11251

PID #: 005-283-944, 005-283-910 & 001-944-652

Off-Site Landscape Plan

Greenway
Landscape Architecture
2260 Park Crescent
Coquitlam BC V3J 5T4
T 604 461 1826
E paul@greenwayla.ca

Date: November 15, 2019
Scale 1 : 125
Drawn PACW
Project ID 1911

Sheet L1.1

Summary of Advisory Design Panel Resolutions

Following presentation by the project Architect and Landscape Architect, the Advisory Design Panel made the following resolutions that:

That the Advisory Design Panel has reviewed application No. 2018-180-DP and supports the project and recommends the following concerns be addressed as the design develops and submitted to Planning staff for follow-up:

Comments from the Panel included:

Architectural Comments:

1. Explore acoustic solutions for noise in exterior patios on Lougheed façade;

   Done. We are committed to engaging an acoustic consultant to provide advise on attenuation of sound from the Lougheed Highway after 3rd Reading as we prepare the working drawings should council approve this application.

2. Confirm/review definition of interior locked bedrooms;

   The bedrooms that are interior to some of the units are indeed referenced correctly. The building code does permit bedrooms in large sprinklered multi-family developments to be located on the interior of a building subject to mechanical ventilation being provided as will be done at the working drawings stage and installed during construction.

3. Confirm/review definition of vestibule of front entry;

   A vestibule has been designed as required in conformance with ASHRAE. See lobby of the main floor plan.

4. Provide a hierarchal architectural element at front entry for way finding purposes and celebrate the entry;

   I would still like to keep the entry somewhat more subdued out of respect for the existing single family homes. I do not want it to be too garish. But I have added a light brick over the entry and a subdued canopy with some accents lights. Nothing too showy yet clearly speaks to the main entry. As well, its location along a short side of the building fronting 121st and its proximity to the street all provide clear direction and waymaking as the building's main entry point. This is my option.

5. Add additional accent, colours or materials to give prominence to architectural elements to reduce the scale of the building;

   We have added more accents to the building in particular at the 2nd and 4th level where we already had an accent band in various locations along the facade. I have also added a band board at the 2nd floor level to provide an additional slight horizontal element to the design to draw the eye down and vastly reduce the scale.

6. Consider Celebrating corner window details through the use of an additional material.

We have added more (subtle) accents to the building in particular at the 2nd and 4th level where we already had an accent band in various locations along the facade. The 4 corners are already quite pronounced and I am concerns about overdoing it. I was trained in the "less is more" school. I think what we have here is a classic building of understated, organized expression; suitable to the neighbourhood.

Landscape Comments:

1. Provide the addition of children's play in one of the amenity areas.

   Done. See landscape drawings.

APPENDIX I

Public Comments Opportunity Sum

WAYNE
STEPHEN
BISSKY
ARCHITECTURE URBAN DESIGN PLANNING INTERIOR DESIGN
HEAD OFFICE: 106 - 11968 227th STREET, MAPLE RIDGE BC PH 604-467-8300 FAX 604-467-8305

May 7, 2021

Rene Tardif
Maple Ridge Planning Department
11995 Haney Place
Maple Ridge, BC V2X 6A9
Ph: 604-463-5221

Civic Address: 22057 and 22083 Lougheed Highway, Maple Ridge
File No.: 2018-180-RZ
Public Comments Opportunity Period: April 27th to May 6th, 2021

Number of Respondents: 2

Comments Sheets and Correspondence: No respondents submitted comments sheets, however two sent in comments via email. The emails and our responses are summarized below and attached to this Report.

Summary of how issues and concerns identified will be addressed: The primary concerns identified by the first respondent were related to bicycle parking, vehicle parking, and how sales prices might be related to parking stalls. Regarding bicycling, the proposal already meets municipal requirements but if Council directs the applicant to add short or long term bike stalls we can look for opportunities on the site in and the building. Regarding parking, we are requesting a variance, but feel it is justified as this site is immediately adjacent the Town Centre and all of its various walking and transit options. Finally, regarding the costs of parking stalls, the applicant will be studying the asking prices for the parking stalls and whether to offer some apart from the units with their marketing team as the project develops. Our complete response to this respondent is below.

The second respondent spoke favourably about the application and suggested that the building should instead be eight or ten storeys. While we certainly appreciate support from the neighbourhood, we feel the current height is appropriate for the location.

Sincerely,

Wayne Bissky
Wayne Stephen Bissky Architecture Urban Design Inc
106 - 11893 227th Street
Maple Ridge, BC V2X 6H9
Ph: 604-467-8300
Email: wayne@bisskyarchitecture.ca

Summary and Alaysis of Public Comments Opportunity Comments

No.	Respondent	Question	Analysis and Response
1.1	Respondent #1	What is a "bollard style" bike rack?	A bollard style bike rack is a short vertical post that typically has one or two arms or a circle on top to which bikes can be secured.
1.2	Respondent #1	How many short-term bike parking spots are you planning on providing? What about long-term bike parking and where are they located (are they conveniently located and what is going to be done to ensure safety of users, e.g. outdoor and indoor lighting, visibility of entrance etc.)? It makes a lot of sense to provide bike parking, considering the location of this development. I encourage you to add both long-term and short-term bike parking, comparable to the minimum requirements for the Town Centre.	The landscape design includes a short term bollard style bicycle rack that can accommodate two bicycles. In accordance with the Maple Ridge Off-Street Parking and Loading Bylaw No. 4350-1990, this site is not required to provide short or long term bicycle spaces although some long term bicycle storage could be provided if Council requests.

WAYNE
STEPHEN
BISSKY
ARCHITECTURE URBAN DESIGN PLANNING INTERIOR DESIGN
HEAD OFFICE: 106 - 11968 227th STREET, MAPLE RIDGE BC PH 604-467-8300 FAX 604-467-8305

Puiblic Comments Opportunity Summary Report

No.	Respondent	Question	Analysis and Response
1.3	Respondent #1	Are you providing a bike repair station? Please consult HUB Cycling's Not Just Bike Racks for best practices.	The Maple Ridge Off-Street Parking and Loading Bylaw No. 4350-1990 does not require that this site provide bicycle repair stations.
1.4	Respondent #1	What's marked as a sidewalk along Lougheed Hwy on the architectural drawings is actually a bi-directional multi-use path, which has been constructed as part of the Haney Bypass Intersection Improvement project. The drawings show two driveways crossing the multi-use path. The newly constructed path does not have any let-downs along Lougheed at that location. I understand that vehicular access to the building is from the back lane, not from Lougheed Hwy. Can you confirm that those driveways are not going to be constructed?	The two existing driveway letdowns are being removed and replaced with sidewalk. The only vehicular access to the site will be via the lane on the north side of the site. Offsite requirements are established by the Engineering Department.
1.5	Respondent #1	I understand you are asking for a parking variance (from 181 to 162). Has a parking study been done that supports this variance? This development is immediately adjacent to the town centre boundary, so I expect that a reduction of the parking requirement would be feasible. My comment about the feasibility of the variance with regard to the parking is not only due to transit being relatively close by, but also due to the fact that, as part of the Lougheed Transit Corridor Plan, a Greenway has been proposed between Lougheed and Dewdney all the way from the Town Centre to 203rd Street, which would make cycling a more attractive and convenient option for residents.	A parking study has not been completed for the site. The proximity of the site to various transit services warrants consideration for the reduction in parking.
1.6	Respondent #1	Is it possible to unbundle parking, so that residents who don't need parking are not paying for it?	That's an interesting suggestion. The assignment of the parking stalls will be worked out with Owner and marketing team. The Owner is willing to look into this suggestion, but we need to make sure we follow any related municipal requirements.
1.7	Respondent #1	Are these units considered affordable?	These will be sold or rented at market rates. Generally, multi-family developments in Maple Ridge fall within the definition of affordable relative to many other areas in the lower mainland.
1.8	Respondent #1	Can you give me an idea how much the inclusion of one parking space adds to the rental rates? (or, how much less would tenants pay if parking was not included?)	As with our response to the bundling question above, the Owner is willing to consider this but is currently planning to sell all of the units rather than rent them.
1.9	Respondent #1	On behalf of future residents of this building, I would like to stress the importance of traffic noise attenuation. What is being done to ensure a peaceful and reasonably quiet living experience?	An acoustic engineer will be engaged to provide recommendations on sound attenuation at the working drawings stage.
1.10	Respondent #1	how much will the inclusion of one parking space add to the purchase price of an apartment? (or, how much less would a buyer pay if parking was not included?)	The Owners have not yet worked out asking prices or decided if/how many stalls will be included with each unit. This will likely be determined when the sales and marketing ramps up.
2.1	Respondent #2	This is Harbir Bhatti, the owner of lot address 22033 Lougheed Highway, Maple Ridge. My lot is beside the proposed development site on the west side. I fully support all the components of your proposal for the Proposed Development at 22057 and 22083 Lougheed Highway, Maple Ridge. The other neighbours, the owners of 22023 and 22043 Lougheed Highway, Maple Ridge would also support your proposal. I will call them to make sure they show their support for your project. If you need, we can also attend the public hearing of the City Council to support your project. In the near future, skytrain would be extended from Coquitlam to Maple Ridge downtown. The skytrain would run along Lougheed Highway. So we would even support 8 or 10 storey apartment buildings in the area along Lougheed Highway. We would also support you if you want to go for an 8 or 10 storey apartment building at the Proposed Decellpmnent site. I wish you success for your project.	Thank you, we appreciate your support.

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	MEETING DATE:	June 1, 2021
		FILE NO:	2017-573-DVP/DP
FROM:	Chief Administrative Officer	MEETING:	C o W

SUBJECT: Development Variance Permit and Development Permit
11575, 11587 223 Street and 22300 River Road

EXECUTIVE SUMMARY:

A Development Permit application has been submitted for the subject properties, located at 11575 and 11589 223 Street, and 22300 River Road. The development proposal is for the construction of a 36 unit apartment development. This application is subject to the Town Centre Development Permit Area Guidelines, which outline the general performance and design criteria for new development within the Town Centre.

In addition to the Development Permit, the applicant has requested several variances to accommodate the proposed development, as follows:

1. To reduce the minimum setback to the building face from 7.5m (24.6 ft.) to:
   i. 1.33m (4.3 ft.) for the rear lot line (south elevation, River Road); and
   ii. 1.75m (5.7 ft.) for the exterior lot line (east elevation, 223 Street).

2. To reduce the maximum projection of a balcony from the building face from 6.25m (20.5 ft.) (7.5m setback minus the maximum projection of 1.25m) to:
   i. 0.45m (1.5 ft.) to the rear lot line (south elevation, River Road); and
   ii. 0.59m (1.9 ft.) to the exterior lot line (east elevation, 223 Street).

3. To reduce the maximum projection of a balcony from the building face from 6.9m (22.6 ft.) (7.5m setback minus the maximum projection of 0.6m) to:
   i. 6.45m (21.2 ft.) to the interior lot line (west side).

4. To reduce the minimum setback for off-street parking in an underground structure from 1.5m (4.9 ft.) to:
   i. 0.38m (1.2 ft.) from the front lot line (north elevation, 116 Avenue); and
   ii. 1.24m (4.1 ft.) from the rear lot line (south elevation, River Road).

5. To increase the maximum permitted percentage of small car stalls from 10% to 12%.

The proposed variances will contribute to the overall design of the project given the topography of the site and surrounding area; therefore, staff can support the proposed variances. These variances are being considered within the regulations of the new Zoning Bylaw No. 7600-2019, although the application received third reading under the old Zoning Bylaw No. 3510-1985. For the purpose of this application, variances for setbacks and siting exceptions would have been required under either Zoning Bylaw.

Council considered rezoning application 2017-573-RZ and granted first reading for *Zone Amending Bylaw No. 7420-2018* on April 13, 2018, and second reading on July 9, 2019. This application was

presented at Public Hearing on September 17, 2019, and Council granted third reading on October 1, 2019. Council will be considering final reading for rezoning application 2017-573-RZ on June 8, 2021.

RECOMMENDATIONS:

1. **That the Corporate Officer be authorized to sign and seal 2017-573-DVP respecting properties located at 11575 and 11587 223 Street and 22300 River Road;**

2. **That the Corporate Officer be authorized to sign and seal 2017-573-DP respecting properties located at 11575 and 11587 223 Street and 22300 River Road; and**

3. **That Council acknowledge receipt of $88,000.00 ($8,000.00 per stall x 11 stalls) for the payment-in-lieu of providing off-street parking spaces respecting properties located at 11575 and 11587 223 Street and 22300 River Road.**

DISCUSSION:

a) Background Context:

Applicant:		Cascadia Green Developments
Legal Descriptions:		Lot 7 Block 1 District Lot 398 Group 1 New Westminster District Plan 155; Lot 14 Block 1 District Lot 398 Group 1 New Westminster District Plan 155; Lot 15 Block 1 District Lot 398 Group 1 New Westminster District Plan 155
OCP:		
Existing:		Low-Rise Apartment
Proposed:		Low-Rise Apartment
Zoning:		
Existing:		RS-1 (One Family Urban Residential)
Proposed:		RM-2 (Medium Density Apartment Residential District)
Surrounding Uses:		
North:	Use:	Duplex, St. Andrew's Heritage Church and Masonic Hall
	Zone:	RT-1 (Two Family Urban Residential) and H-1 (Heritage Commercial)
	Designation:	Port Haney Heritage Adaptive Use
South:	Use:	Railway and Port Haney West Coast Express Station
	Zone:	RS-3 (One Family Rural Residential), RS-1 (One Family Urban Residential) and M-2 (General Industrial)
	Designation:	Park
East:	Use:	Apartment
	Zone:	CRM (Commercial/Residential)
	Designation:	Port Haney Multi-Family, Commercial & Mixed-Use
West:	Use:	Multi-Family Residential (Townhouse)
	Zone:	RM-1 (Townhouse Residential)
	Designation:	Low-Rise Apartment
Existing Use of Properties:		Vacant
Proposed Use of Properties:		Multi-Family Residential
Site Area:		2,262 m^2 (0.56 acres)
Access:		223 Street
Servicing requirement:		Urban Standard

b) Project Description:

The subject properties, located at 11575 and 11587 223 Street and 22300 River Road, are located south of 116 Avenue, west of 223 Street and north of River Road (see Appendices A and B). Consolidation of the subject properties will be a condition of rezoning and once combined, will have a total area of 2,262 m^2 (0.56 acres). All three properties are currently vacant. The subject properties elevation descends from north to south towards the Fraser River; however, most of the transition occurs on slopes on the northern and southern sections of the site. The central section of the subject properties are relatively flat. There are trees located around the perimeter of the subject site, as well as lawn and shrubs located throughout the remainder of the subject properties. There is a row of three heritage properties, listed on the 'Heritage Inventory' (Masonic Hall, St. Andrew's Heritage Church and St. Andrew's Manse), adjacent to the subject properties on the north side of 116 Avenue, and the Port Haney West Coast Express Station is located across the street on the south side of River Road.

The application proposes to rezone the subject properties from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential District) to permit the construction of a five-storey apartment building consisting of 36 units. The proposed building will consist of a concrete base and wood frame construction with a mix of one, two and three-bedroom units. Residential parking will be located underground and will be accessed from 223 Street with visitor parking located in the underground parking as well. The main pedestrian entrance, loading area and some on-street parking is also proposed along the 223 Street frontage. Due to grade changes sloping north to south, the building will appear to be a four-storey apartment from 116 Avenue and a five-storey apartment from River Road. The top floor will be recessed to provide a visual break in the massing, further allowing for larger open space and patio areas for top floor units. Materials will consist of brick at the base, composite cement paneling and wood cladding (see Appendix C). Extensive landscaping has been proposed on the southern portions of the development and along the retaining walls, including a public art piece and seating features at the corner of River Road and 223 Street (see Appendices D and E). It should be noted that a large portion of the southern-most property will be dedicated back to the City to meet road standards. There is also a significant amount of landscaping within this dedicated section, which the applicant will maintain through an Encroachment Agreement with the City.

The property located at 22300 River Road was owned by the City; however, the developer purchased this lot to be included as part of the development. The property was approximately 677 m^2 in size, and on its own had little development potential due to its steep slopes and the amount of dedication required to achieve current road standards. Council authorized the sale of this southern-most property.

c) Planning Analysis:

i. Official Community Plan

The subject property is designated as *Low-Rise Apartment*, and stated in Policy 3-22: "*is intended for developmet in a three (3) to five (5) storey apartment form where units are accessed from an internal corridor and residential parking is provided underground.*" This application is in compliance with the Official Community Plan (OCP).

The subject property is located within the *Port Haney and Waterfront* precinct of the Town Centre Area Plan. This precinct is an important transportation link between the Central Business District, the Fraser River Waterfront, the West Coast Express Station and east Maple Ridge via the Haney Bypass. Port Haney's historic roots, heritage character, waterfront access, green space, and river and mountain views are a treasured part of the precinct that should be enhanced through any new development.

The following is a brief description and assessment of the proposal's compliance with the applicable Key Development Permit Guidelines for the *Port Haney and Waterfront* precinct, as provided by the project architect:

- **Promote Port Haney and the Waterfront as an important heritage, tourism-oriented area;**

The development is in close proximity to the train station, bike route and pedestrian network. The proximity to the waterfront and the variety of routes promotes easy access to and from the general area.

- **Provide a pedestrian-oriented, mixed-use commercial and residential environment;**

The project is located across the street from the Port Haney and Fraser River Waterfront Area that attracts future residents to these key areas. The proposal of a public plaza with landscaping and pedestrian access, as a public open space element, makes an attractive destination for users and improves walkability.

- **Enhance the heritage quality, character and vibrancy of Port Haney and the Waterfront;**

The use of high quality materials, including windows and doors, with a combination of brick cladding and architectural finish concrete will be used on the base of the building. Exterior high density fiber cement panels, aluminum window frames and glass and aluminum frame balcony railings will be used on the upper levels, which is consistent with the historic character of the neighbourhood.

- **Capitalize on important views;**

The site slopes down from north to south with a landscape buffer between residential and non-residential uses creates interesting views and focal points.

- **Provide outdoor space;**

The development's proposal of a public plaza with landscaping and pedestrian access, as a public open space element with greenery, provides a desirable street landscape.

- **Provide climate appropriate landscaping and green features;**

The proposed plants are resilient, in addition to being of aesthetic and environmental value. The proposed plants also require low to medium care, in terms of water and nutritional needs. Deciduous trees will provide shade, while the evergreen hedging will provide year round wind protection and visual interest.

- **Maintain street interconnectivity;**

The proposed development is in close proximity to the waterfront with significant landscaping and an open space plaza acting as pleasant connection to waterfront edge.

ii. <u>Zoning Bylaw</u>

The current application proposes to rezone the subject properties from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential District) to permit the construction of a five-storey apartment building with 36 units. The maximum allowable density within the RM-2 (Medium Density Apartment Residential District) zone has a floor space ratio (FSR) of 1.8 times the net lot area. The subject development is proposing an FSR of 1.79, which meets the density for the zone.

The applicant is proposing several variances, as outlined in the following section:

iii. Variances

Zoning Bylaw No.7600-2019 establishes general minimum and maximum regulations for multi-family development. A Development Variance Permit allows Council some flexibility in the approval process (see Appendix F).

1. *Zoning Bylaw No. 7600-2019*, Section 618, Part 618.7 (1) (b): To reduce the minimum rear lot line (south elevation, River Road) from 7.5m (24.6 ft.) to 1.33m (4.3 ft.) to the building face.

2. *Zoning Bylaw No. 7600-2019*, Section 618, Part 618.7 (1) (d): To reduce the minimum exterior side lot line (east elevation, 223 Street) from 7.5m (24.6 ft.) to 1.75m (5.7 ft.) to the building face.

The variance request, below, is to vary the siting exception for the projection of a balcony into the rear and exterior yard setback areas. The maximum projection is calculated from the setback line, and, as different zones will have different setback requirements, the distance from the projection to the property line will vary depending on the setback requirements of the zone. The balconies are proposed to project an additional 0.88m (2.8 ft.), or 0.45m (1.4 ft.) into the above-noted rear yard setback to the south and an additional 1.15m (3.7ft.), or 0.59m (1.9 ft.) into the above-noted exterior yard setback to the east. The proposed variances to these projections are as follows:

3. *Zoning Bylaw No. 7600-2019,* Section 403, Part 403.2 (4) (a): To reduce the maximum projection of a balcony from the building face from 6.25m (7.5m setback minus the maximum projection of 1.25m) to 0.45m (1.4 ft.) to the rear lot line (south elevation, River Road).

4. *Zoning Bylaw No. 7600-2019,* Section 403, Part 403.2 (4) (a): To reduce the maximum projection of a balcony from the building face from 6.25m (7.5m setback minus the maximum projection of 1.25m) to 0.59m (1.9 ft.) to the exterior lot line (east elevation, 223 Street).

The following variance request is also to increase the maximum projection of the balcony from the interior lot line to the west. In this case, the building will comply with the required side yard setback of 7.5m; however, the balconies are proposed to project further than the maximum of 0.6m outlined in the bylaw, as follows:

5. *Zoning Bylaw No. 7600-2019,* Section 403, Part 403.2 (4) (b): To reduce the maximum projection of a balcony from the building face from 6.9m (22.6 ft.) (7.5m setback minus the maximum projection of 0.6m) to 6.45m (21.1 ft.) to the interior lot line (west elevation).

The proposed variances related to setbacks are justified as they will contribute to the overall design of the project and aid in the incorporation of the building into the topography of the site. In addition, substantial road dedication was taken from the three street frontages combined, and the interaction of the north, east and south elevations with the street is still setback significantly due to the large boulevards to the north and east, and public plaza to the south.

6. *Zoning Bylaw No. 7600-2019*, Section 618, Part 618.7 (2): To reduce the minimum setback for Off-Street Parking in an underground structure from 1.5m (4.9 ft.) to 0.38m (1.2 ft.) from the front lont line (north elevation, 116 Avenue).

7. *Zoning Bylaw No. 7600-2019*, Section 618, Part 618.7 (2): To reduce the minimum setback for Off-Street Parking in an underground structure from 1.5m (4.9 ft.) to 1.24m (4.0 ft.) from the rear lont line (south elevation, River Road).

The proposed variance to underground parking setbacks is supported as it is considered to be minor in nature and contributes to achieving maximum parking on site.

8. *Off-Street Parking and Loading Amending Bylaw No. 7489-2018,* Part IV, Off-Street Parking Design, Section 4.1, (a) (i) (b): To increase the maximum permitted small car stalls from 10% to 12%.

The proposed variance to an increase in the maximum permitted small car stalls is considered minor in nature and results in one additional small car stall.

iv. Off-Street Parking and Loading

The *Off-Street Parking and Loading Bylaw No. 4350-1990* requires 1.5 resident parking spaces plus 0.2 visitor spaces per dwelling unit in the RM-2 (Medium Density Apartment Residential District) zone, requiring 62 spaces in total for the proposed 36 unit development. The applicant is proposing 45 resident parking spaces and six (6) visitor parking spaces, for a total of 51 parking spaces. The application includes a reduction of nine (9) resident spaces and two (2) visitor spaces. However, as per Schedule "C" in the *Off-Street Parking and Loading Bylaw,* the applicant may choose the 'Payment-In-Lieu' fees for resident parking off-site. The fee for 'Payment-In-Lieu' is $8,000.00 per stall (multiplied by 11 spaces), for a total of $88,000.00. Payment for parking will remove the requirement to vary the 11 parking spaces. An apartment use, under the RM-2 zone within the *Off-Street Parking and Loading Bylaw* also states that each resident parking stall shall be provided with roughed-in infrastructure capable of providing Level 2 charging. Two of the 51 parking spaces are designated accessible parking, and some limited on-street parking will be available on all three street frontages. The applicant is also requesting a variance to increase the percentage of allowable small car spaces from 10% to 12%, resulting in one additional small car stall.

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 January 16, 2019. All comments were addressed by the project architect (see Appendix G). The form and character proposal complies with the Town Centre Development Permit Area Guidelines of the OCP.

e) Environmental Implications:

Pursuant to Section 8.9 of the OCP, a Watercourse Protection Development Permit (WPDP) application has been received due to the watercourse (roadside ditch) located along the southern property boundary, north of River Road. An Environmental Assessment, Arborist Report and Geotechnical Report were provided as part of the development application. Assessment of the roadside ditch, provided by the Environmental Consultant, concludes it is non-fish bearing. As part of the servicing requirements, this roadside ditch will be removed and a storm sewer will be implemented. This southern-most portion of the property is currently vegetated with invasive species, including Himalayan Blackberry, which will be removed as part of development.

Adherence of this project to the WPDP guidelines will be the subject of a report to the Director of Planning. It should be noted that securities are not required as a condition of the issuance of the Development Permit discussed in this report.

f) Citizen/Customer Implications:

A Development Information Meeting was held at the Fraserview Community Hall on June 10, 2019. Approximately six people attended the meeting. A summary of the main comments and discussions with the attendees was provided in the rezoning second reading report dated July 9, 2019.

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 properties that are subject to the permit.

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 cost, a security amount of $58,004.30 is required for off-site landscaping and $57,331.60 is required for on-site landscaping, for a total of $115,335.90, to be collected as part of the Development Permit application.

CONCLUSION:

Applications for a Development Variance Permit and for a Town Centre Development Permit application have been received for the subject property, to construct a residential apartment building with approximatley 36 residential units with a density of 1.79 FSR. The form and character of the proposed development is in keeping with the Town Centre Development Permit Area Guidelines and the associated proposed variances are supportable based on the considerations as outlined in this report.

It is therefore recommended that these applications be approved and the Corporate Officer be authorized to sign and seal Development Variance Permit 2017-573-DVP and Development Permit 2017-573-DP.

"Original signed by Adam Rieu"
Prepared by: **Adam Rieu**
Planner 1

"Original signed by Chuck Goddard"
Reviewed by: **Charles R. Goddard, BA, MA**
Director of Planning

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

"Original signed by Al Horsman"
Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Architectural Plans
Appendix D – Landscape Plans
Appendix E – Renderings
Appendix F – Variances
Appendix G – Advisory Design Panel

APPENDIX A



N

Scale: 1:2,500

Legend

Active Applications (RZ/SD/DP/VP)

11575 & 11587 223 ST & 22300 RIVER RD
PID'S: 013-603-094, 011-537-175 & 011-537-141

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

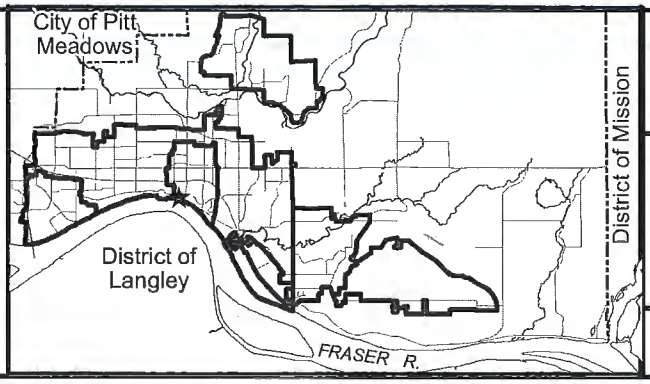
FILE: 2017-573-VP
DATE: Jun 26, 2019 BY: MC

APPENDIX B



N

Scale: 1:2,500



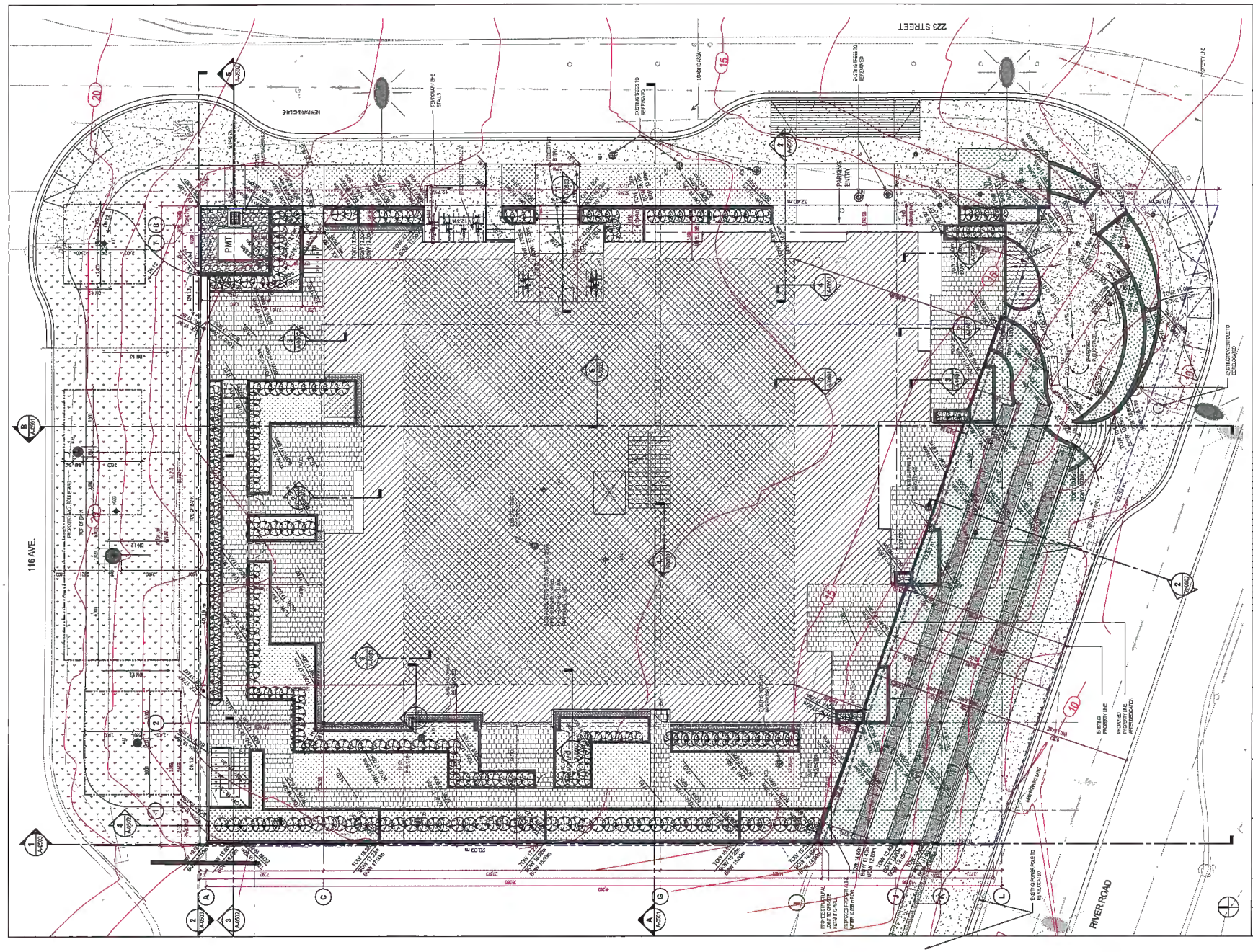
11575/87 223 STREET & 22300 RIVER ROAD
PID'S: 013-603-094, 011-537-175 & 011-537-141

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2017-573-RZ/DP/VP
DATE: Apr 16, 2021 BY: PC



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310-2600 LAINE DRIVE, NORTH VANCOUVER
BRITISH COLUMBIA V7P 1V7 CANADA
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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIEW
10	2021-03-15	33% PROGRESS REVIEW	AF
9	2021-03-02	RELOCATION OF FIRE STAIR	AF
8	2020-11-17	ISSUED FOR 4TH HEARING	AF
7	2018-07-02	RESOLVED FOR SECOND HEARING	AF
6	2018-07-02	RESOLVED FOR SECOND HEARING	AF
5	2018-12-21	ISSUED FOR ADP REVIEW	AF
4	2018-07-16	ISSUED FOR SECOND HEARING	AF
3	2018-04-11	ADDITION OF COMMERCIAL LEVEL	AF
2	2017-12-29	ADDITION OF ON-STREET PARKING	AF
1	2017-12-06	ISSUED FOR FIRST HEARING	AF

CONSULTANT

PROJECT

223rd STREET

11575 & 11587 223rd St, MAPLE RIDGE, BC

DRAWING TITLE

ENLARGED SITE PI

DRAWING ISSUE

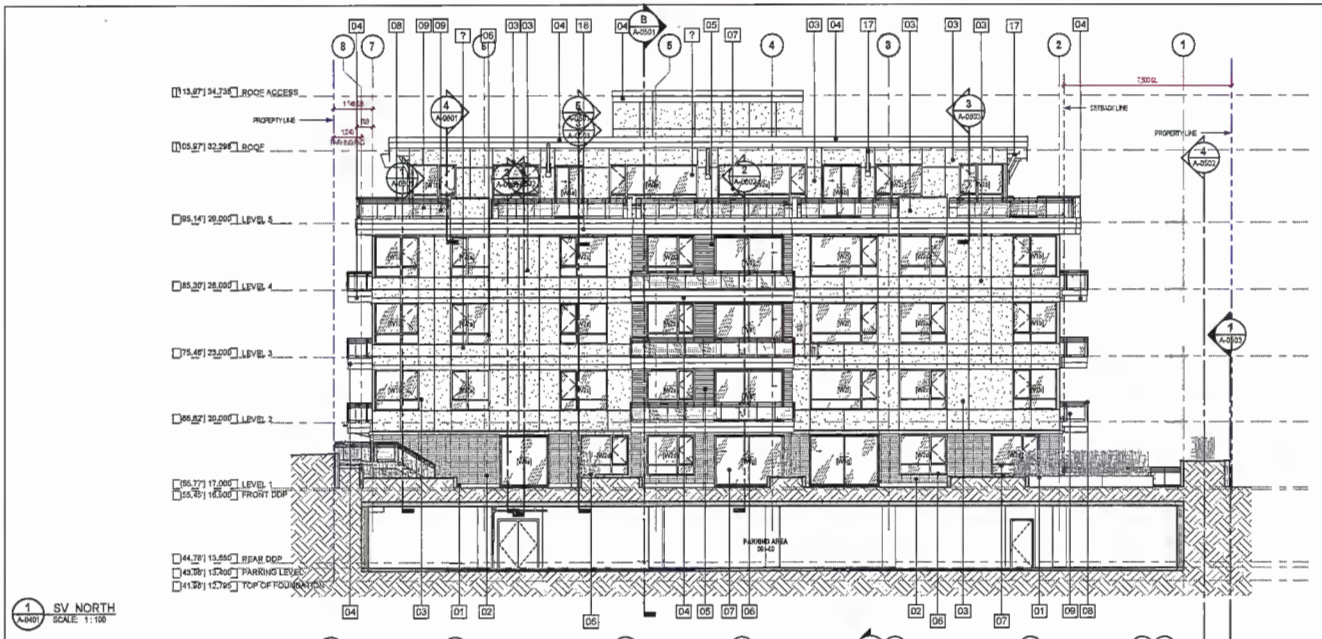
33% PROGRESS RE

PROJECT NO.	PLOT DATE	DRA
17180	MARCH, 15, 2021	
	SCALE 1 : 100	REV

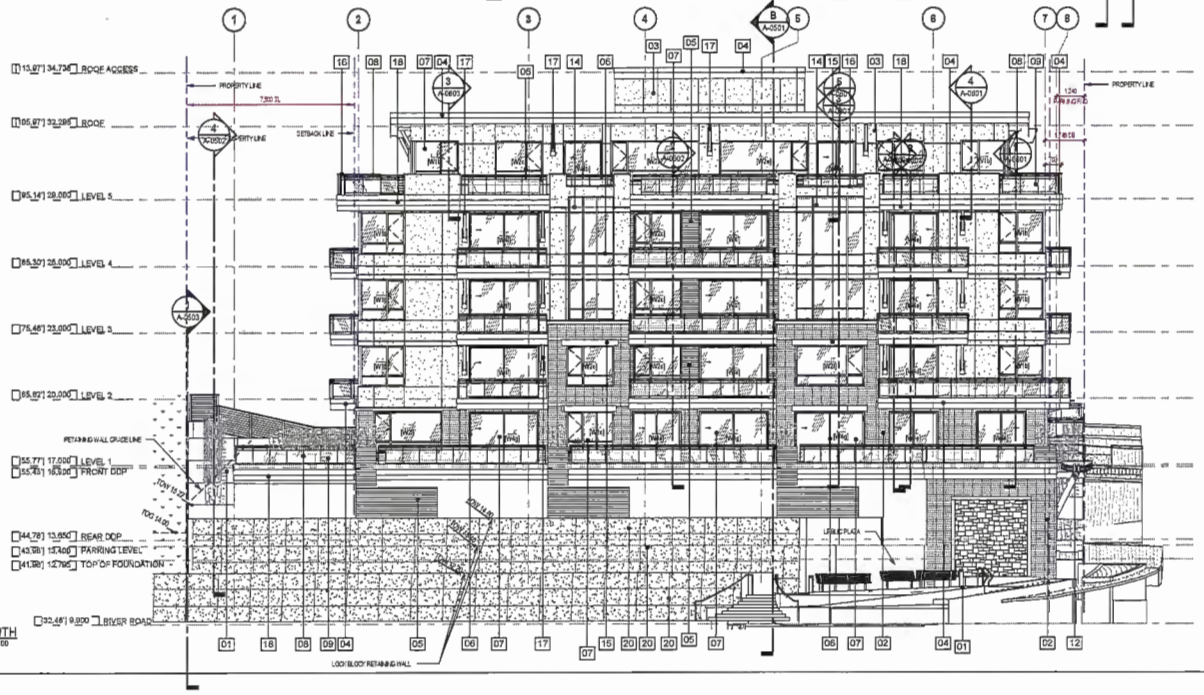
DRAWING NO.

A-0102

APPENDIX C



1 SV NORTH
A-0401 SCALE: 1:100



2 SV SOUTH
A-0401 SCALE: 1:100

MATERIAL LEGEND		
ITEM	MATERIAL	FINISH / COLOUR
01	CAST-IN-PLACE CONCRETE	ARCHITECTURAL FINISH GRAY
02	3 5/8 X14 5/8 BRICK	STACK
03	HARDI PLANK PANEL C/W REVEAL	SMOOTH COBBLE STONE
04		
05	WOODGRAIN METAL CLADDING	CEDAR
06	ALUMINUM WINDOW MULLION	ANODIZED CHARCOAL
07	DOUBLE GLAZE GLASS PANEL	CLEAR
08	ALUMINUM GUARD FRAME	CHARCOAL
09	GUARD GLASS PANELL	TEMPERED CLEAR
10	HEAVY TIMBER WOOD CANOPY	STAINED
11	SLOPE GLAZING	CLEAR
12	HEAVY TIMBER WOOD TRELLIS	STAINED
13	STONE VENEER	CULTURED STONE SCULPTED ASHLAR
14	SPANDREL	GRAY
15	PRECAST CONCRETE LINTEL	ARCHITECTURAL FINISH GRAY
16	PRECAST CONCRETE COPING	ARCHITECTURAL FINISH GRAY
17	WOOD BRACKET	STAINED
18	3-PIECE 1X10 FACIA	CHARCOAL
20	CONCRETE LOCK BLOCK	DECORATIVE FINISH - SPLIT FACE

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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIEW
8	2021-03-15	33% PROGRESS REVIEW	AF
6	2020-11-17	ISSUED FOR 4TH READING	AF
7	2019-07-02	REISSUED FOR SECOND READING	AF
5	2019-07-02	RESSUED FOR SECOND READING	AF
5	2018-12-21	ISSUED FOR ADP REVIEW	AF
4	2018-01-18	ISSUED FOR SECOND READING	AF
3	2018-01-11	ADDITION OF COMMERCIAL LEVEL	AF
2	2017-12-20	ADDITION OF ON-STREET PARKING	AF
1	2017-12-06	ISSUED FOR FIRST READING	AF

CONSULTANT

PROJECT

223rd STREET

11575 & 11587 223rd St, MAPLE RIDGE, BC

DRAWING TITLE

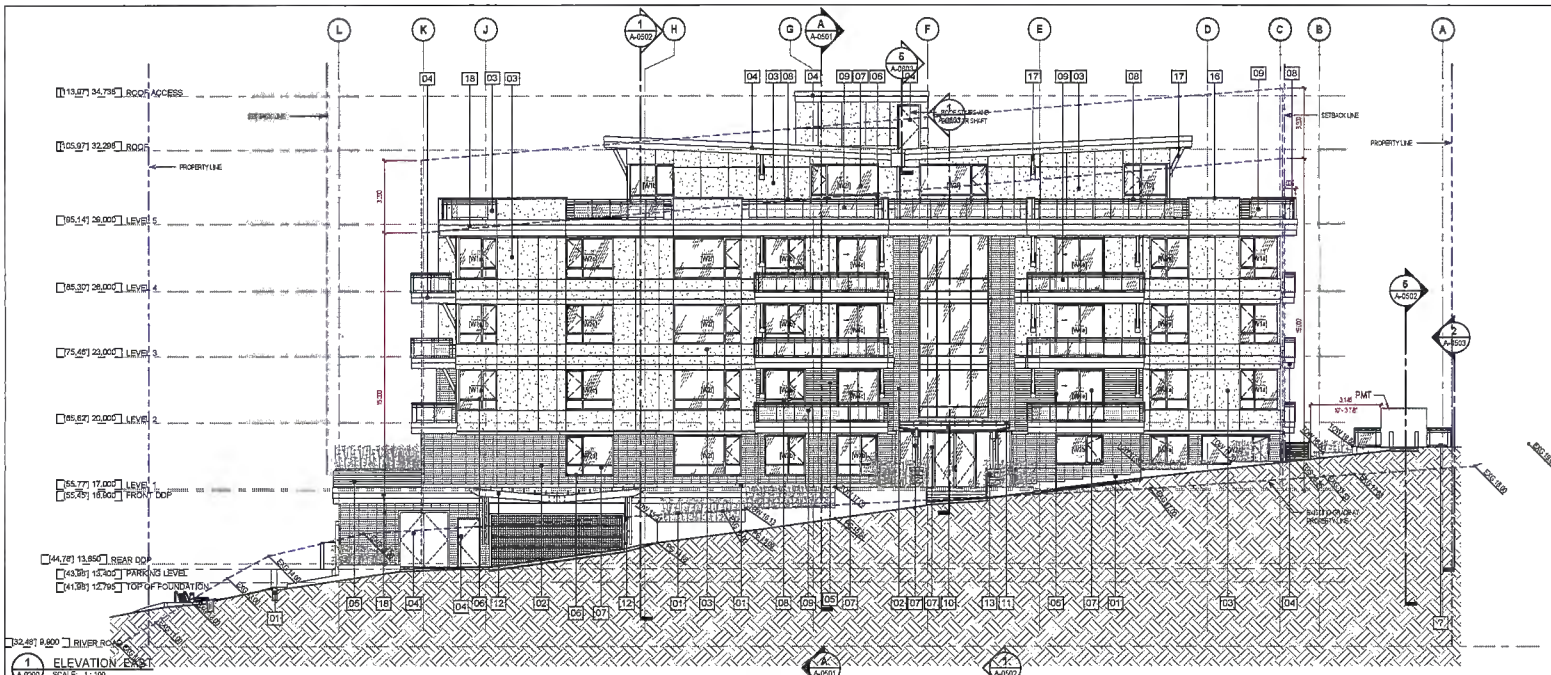
NORTH & SOUTH ELEVATIONS

DRAWING ISSUE

33% PROGRESS REVIEW

PROJECT NO.	PLOT DATE	DRAWN
17180	MARCH, 15, 2021	MGH
	SCALE 1 : 100	REVIEWED AF

DRAWING NO. A-0401 REVISION 9



1 ELEVATION EAST
A-0200 SCALE: 1 : 100

2 ELEVATION WEST
A-0200 SCALE: 1 : 100

MATERIAL LEGEND		
ITEM	MATERIAL	FINISH / COLOUR
01	CAST-IN-PLACE CONCRETE	ARCHITECTURAL FINISH GRAY
02	3 5/8 X14 5/8 BRICK	STACK
03	HARDI PLANK PANEL C/W REVEAL	SMOOTH COBBLE STONE
04		
05	WOODGRAIN METAL CLADDING	CEDAR
06	ALUMINIUM WINDOW MULLION	ANODIZED CHARCOAL
07	DOUBLE GLAZE GLASS PANEL	CLEAR
08	ALUMINIUM GUARD FRAME	CHARCOAL
09	GUARD GLASS PANELL	TEMPERED CLEAR
10	HEAVY TIMBER WOOD CANOPY	STAINED
11	SLOPE GLAZING	CLEAR
12	HEAVY TIMBER WOOD TRELLIS	STAINED
13	STONE VENEER	CULTURED STONE SCULPTED ASHLAR
14	SPANDREL	GRAY
15	PRECAST CONCRETE LINTEL	ARCHITECTURAL FINISH GRAY
16	PRECAST CONCRETE COPING	ARCHITECTURAL FINISH GRAY
17	WOOD BRACKET	STAINED
18	3-PIECE 1X10 FACIA	CHARCOAL
20	CONCRETE LOCK BLOCK	DECORATIVE FINISH - SPLIT FACE

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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIEW
10	2021-03-15	33% PROGRESS REVIEW	AF
9	2021-02-22	RELOCATION OF LIFE STAIR	AF
8	2020-11-27	ISSUED FOR 4TH READING	AF
7	2018-07-20	REISSUED FOR SECOND HEARING	AF
6	2018-07-20	REISSUED FOR SECOND HEARING	AF
5	2018-07-20	ISSUED FOR ADP REVIEW	AF
4	2018-07-05	ISSUED FOR SECOND HEARING	AF
3	2018-04-11	ADDITION OF COMMERCIAL LEVEL	AF
2	2017-12-21	ADDITION OF ON-STREET PARKING	AF
1	2017-12-08	ISSUED FOR FIRST HEARING	AF

CONSULTANT

PROJECT

223rd STREET

11575 & 11587 223rd St, MAPLE RIDGE, BC

DRAWING TITLE

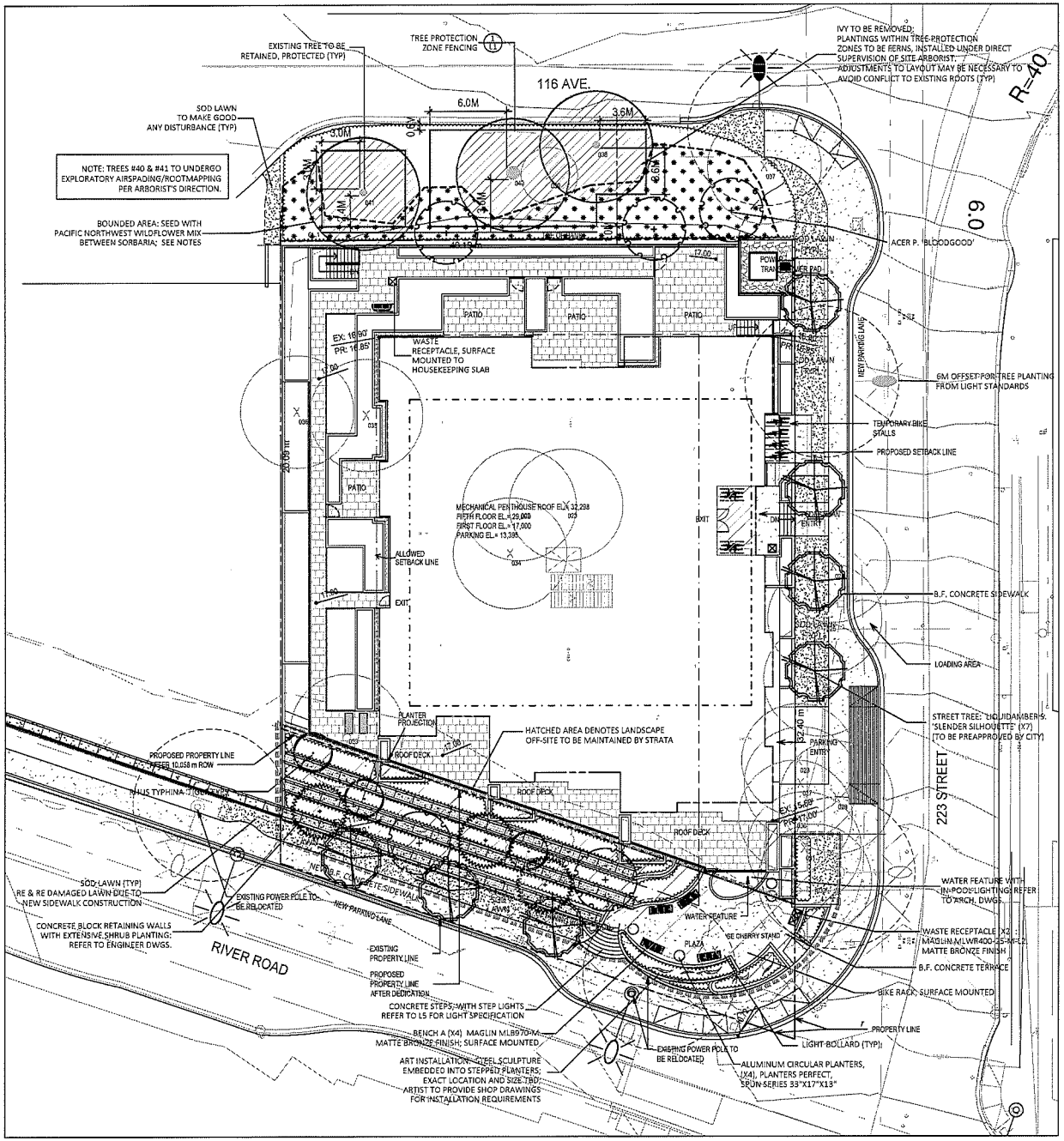
WEST & EAST ELEVATIONS

DRAWING ISSUE

33% PROGRESS REVIEW

PROJECT NO.	PLOT DATE	DRAWN
17180	MARCH, 15, 2021	MGH
	SCALE 1 : 100	REVIEWED AF

DRAWING NO. A-0402 REVISION 10



1 / L1 TREE PROTECTION ZONE (TPZ) FENCING
NTS

PLANT SCHEDULE

OFF SITE ONLY — PMG PROJECT NUMBER: 18-049

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE				
	5	ACER PALMATUM 'BLOODGOOD'	BLOOD GOOD JAPANESE MAPLE	50MM CAL. B&B, UPRIGHT FORM
	3	EXISTING TREE TO REMAIN	EXISTING TREE TO REMAIN	N.A.
	7	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE'	SLENDER SILHOUETTE SWEET GUM	60MM CAL. 2M STD. B&B
	2	PINUS DENSIFLORA 'JANE KLOSTERMAN'	TIGER EYE JAPANESE PINE	2.5M HT. B&B
	3	TILIA TYPHINA 'TIGER EYES'	TIGER EYE DAMAO	#15 POT, TREE FORM
SHRUB				
AB	9	ABELIA X GRAND. 'HALEBIDGOCPO'	'HALEBIDGOCPO' ABELIA	#2 POT
E	14	EUONYMUS ALATA 'COMPACTUS'	COMPACT WINGED BURNING BUSH	#2 POT, 50CM
H	11	HAMAMELIS AGUFOLIUM 'COMPACTA'	OREGON GRAPE HOLLY	#3 POT, 50CM
N2	59	NANDINA DOMESTICA 'HARTS'	HARBOUR MILLS DWARF HEAV. BAMBOO	#1 POT
Z	11	PRUNUS LAUROCERASUS 'CAROLINA'	CAROLINA LAUREL	#3 POT
SS	86	SORBARIA TORMENTOSA	URAL FALSE SPIREA	#2 POT 30CM
YD	78	TAXUS MEDIA 'DENSIFORMIS'	DWARF DENSE YEW	#2 POT, 50CM
Y	27	TAXUS X MEDIA 'HICKSII'	HICKS YEW	#3 POT
GRASS				
KF	87	CALAMAGROSTIS X A. 'KARL FOERSTER'	KARL FOERSTER FEATHERREED GRASS	#2 POT, HEAVY
FE	63	FESTUCA GLAUCA 'ELIJAH BLUE'	ELIJAH BLUE FESCUE	#2 POT
CI	104	PENNISETUM ALOPECUROIDES 'MOUDRY'	MOUDRY FOUNTAIN GRASS	#2 POT, HEAVY
PERENNIAL				
RL	18	ROMERO-ALLIS 'STELLA D'ORO'	STELLA D'ORO DAYLILY	#2 POT
GC				
CD	16	COTONEASTER DAMMERI	BEARBERRY COTONEASTER	#1 POT 25CM
EJ	17	EUONYMUS FORT. 'EMERALD N GOLD'	EUONYMUS GOLD VARIEGATED	#1 POT 25CM
GS	78	MATTEUCCIA STRUTHIOPTERIS	OSTRICH FERN	#1 POT
P	43	POLYSTICHUM MUNITUM	WESTERN SWORD FERN	#1 POT 25CM

NOTES: *PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNLA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. *REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW LOCAL PLANT MATERIAL AVAILABLE FOR OPTIMUM REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: UNLESS WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL, DRAWINGS AND SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BCLANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD - LATEST EDITION OF CONDITIONS OF AVAILABILITY. ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. ALL PLANT MATERIAL MUST BE PROPAGATED FROM CERTIFIED DISEASE FREE NURSERY

PLANTING AND MAINTENANCE NOTES FOR CITY PROPERTY:

(NOTES TO BE READ IN CONJUNCTION WITH DTS ENVIRONMENTAL SPECIFICATIONS FOR ALL ENVIRONMENTAL & ARBORICULTURE PRACTICE NOTES AND REQUIREMENTS. NOTIFY PMG OF ANY CONFLICTS IN SPECIFICATIONS.)

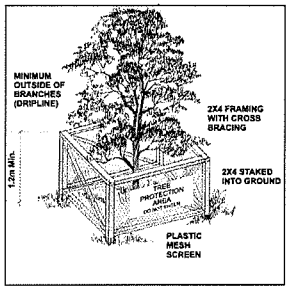
SPECIAL NOTES

1. NO CHANGES TO GRADE BETWEEN THE CURB AND THE RETAINING WALL OF THE BUILDING
2. ALL BLACKBERRY, IVY AND OTHER INVASIVES TO BE GRUBBED OUT BY HAND; EACH YEAR FOR THREE YEAR PERIOD.
3. PLANTING TO TAKE PLACE IN EXISTING SOILS, OR NO MORE THAN 10 CM OVER CRITICAL ROOT ZONES OF RETAINED TREES; AND 20 CM OVER OTHER AREAS
4. PLANTING ON SLOPE TO CONSIST OF SORBARIA SORBIFOLIA AT A DENSITY OF ONE PLANT PER 2 SQ.M AND A SEEDED WILDFLOWER MIX BETWEEN THE PLANTS; TO FILL YELLOW HATCHED AREA ON ATTACHED MAP.
5. PLANTING AT TOP (NORTH END) OF ROW TO BE OF LANDSCAPER'S DISCRETION, PLANTING BENEATH EXISTING/RETAINED TREES IS NOT REQUIRED, UNLESS WITH FERNS.
6. NO ADDITIONAL TREES (STYRAX OR BLOODGOOD) NEED TO BE INCLUDED IN THIS AREA, UNLESS CLOSER TO THE SOUTH END OF THE ROW/BOTTOM OF SLOPE.
7. MULCH IS REQUIRED AROUND THE NEW PLANTINGS AND RETAINED TREES.
8. ALL INVASIVES REMOVAL, PLANTING AND PREP WORK WITHIN THE CRITICAL ROOT ZONES OF RETAINED TREES, MUST BE SUPERVISED BY THE PROJECT ARBORIST.
9. TREE PROTECTION FENCING AT THE ROW BOUNDARY WILL BE A REQUIREMENT OF THE TREE PERMIT.
10. MAINTENANCE PERIOD BY DEVELOPER TO BE FOR THREE YEARS TO ENSURE INVASIVE ARE WELL MANAGED AND PLANTING SURVIVES, BEFORE HANDING OVER TO STRATA.

PACIFIC NORTHWEST BLEND WILDFLOWER SEEDING:

(NOTES TO BE READ IN CONJUNCTION WITH DTS ENVIRONMENTAL SPECIFICATIONS FOR ALL ENVIRONMENTAL & ARBORICULTURE PRACTICE NOTES AND REQUIREMENTS. NOTIFY PMG OF ANY CONFLICTS IN SPECIFICATIONS.)

1. CLEAR SITE OF INVASIVE WEEDS. GENTLY SCARIFY SURFACE TO EXPOSE GROUND.
2. SOW WILDFLOWER SEEDS IN MARCH FOR BEST RESULTS. ALTERNATELY SOW IN OCTOBER.
3. ADD ONE PART CLEAN & DRY SAND TO 1 PART SEED MIXTURE BEFORE APPLYING.
4. SCATTER SEEDS LIGHTLY. APPLY LIGHT DUSTING OF GROWING MEDIUM; DO NOT BURY SEEDS MORE THAN 2-3 TIMES THEIR THICKNESS.
5. KEEP SURFACE EVENLY MOIST UNTIL SEEDS GERMINATE.
6. SEEDING RATE: APPLY 120 G OF SEEDS PER 1,000 FT² (92M²)



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pmg LANDSCAPE ARCHITECTS
Suite C100 - 4185 Still Creek Drive
Burnaby, British Columbia, V5C 6G9
p: 604 294-0011 ; f: 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
8	21.MAY.20	NORTH LEFT PATH COORD.	BJ
7	31.JAN.20	CITY RESUBMI REV.	BJ
6	29.NOV.19	4TH SUBMISSION	BJ
5	2ND.MAR.05	STREET LIGHTING COORDINATION	BJ
4	15.MAY.19	REVISED PER 2ND SUBMISSION	BJ
3	19.JAN.19	BIKES, LIGHTING ADDED, PLANT LIST REV.	BJ
2	28.NOV.1	ARCH COMMENTS	BJ
1	18.OCT.22	NEW ARCH. PLAN	BJ

CLIENT:

PROJECT:

WATER'S EDGE

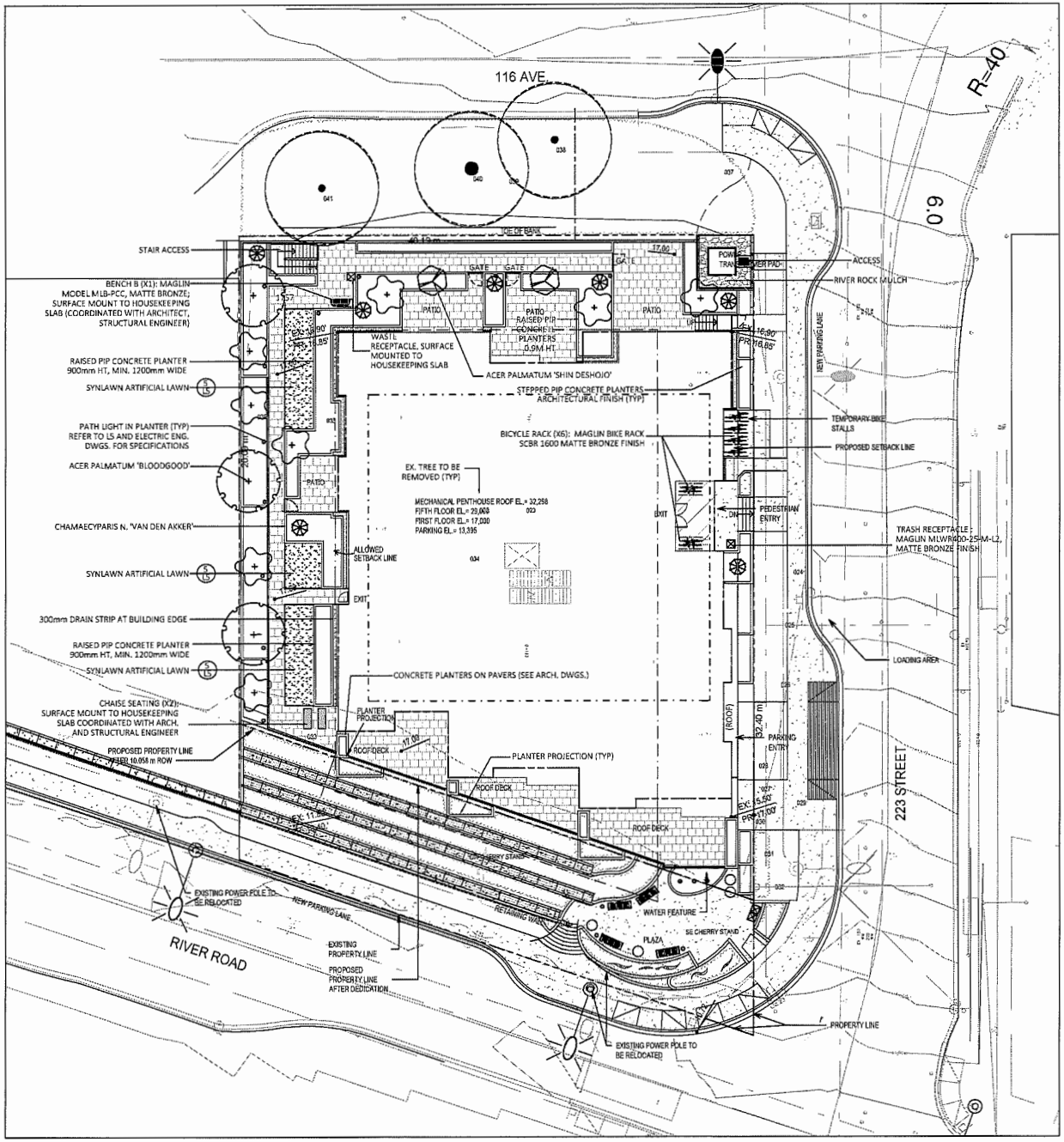
11575 & 11587 223RD STREET
MAPLE RIDGE, BC

DRAWING TITLE:

LANDSCAPE PLAN: OFF SITE

DATE:	18.JUN.20	DRAWING NUMBER:	
SCALE:	1:150		L1
DRAWN:	BJ		
DESIGN:			
CHK'D:	PCM		OF 6
PMG PROJECT NUMBER:		18-049	

APPENDIX D



PLANT SCHEDULE

ON SITE ONLY — PMG PROJECT NUMBER: 18-049

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE				
	3	ACER PALMATUM 'BLOODGOOD'	BLOOD GOOD JAPANESE MAPLE	60MM CAL; B&B; UPRIGHT FORM
	9	ACER PALMATUM 'SEIRYU'	SEIRYU JAPANESE MAPLE	#12 POT; TREE FORM
	3	ACER PALMATUM 'SHIN DESHOJO'	SHIN DESHOJO JAPANESE MAPLE	#10 POT; TREE FORM
	1	CHAMAECYPARIS NOOTKATENSIS 'VAN DEN AKKER'	VAN DEN AKKER NOOTKA CYPRESS	2.80 HT.; B&B
SHRUB				
AD	4	ARUNCUS DIOICUS 'KNEE HIGH'	KNEE HIGH GOAT'S BEARD	#3 POT
UG	3	ARCTOSTAPHYLOS UVA-URSI 'POINT REYES'	POINT REYES KINNIKINNICK	#3 POT
AU	2	AUCUBA JAPONICA 'SERRATIFOLIA'	SERRATIFOLIA AUCUBA	#3 POT; 90CM
HY	6	HYDRANGEA MACRO. 'HOVARIA'	HOVARIA HARDY HYDRANGEA	#3 POT
H	6	HYDRANGEA MACRO. 'MAYWOOD'	MAYWOOD LACE HYDRANGEA	#3 POT; 40CM
ND	11	NANDINA DOMESTICA 'JAYTEE'	HARBOUR BELLE DWARF HEAV. BAMBOO	#1 POT
N	9	NANDINA DOMESTICA 'MOYERS'	PLUM PASSION HEA. TALL BAMBOO	#2 POT; 500M
P	23	PIERIS JAPONICA 'DAISY'	ENCHANTED FOREST JAPONICA LILY PIERIS	#3 POT; 60CM
PM	24	PRUNUS LAUROCERASUS 'OTTO LUYKEN'	DWARF LAUGO PRIE	#3 POT
L	16	PRUNUS LAUROCERASUS 'ZABELIANA'	ZABLETS LAUREL	#3 POT
R1	11	RHODODENDRON 'P.J.M. ELITE'	P.M.ELITE RHODODENDRON	#5 POT
RG	12	ROSA 'SCARLET MEIDILAND'	SCARLET MEIDILAND ROSE	#3 POT
SA	4	SARCOCOCCA HOOKERIANA 'PURPUREA'	PURPLE HIST SARCOCOCCA	#5 POT
SK	21	SKIMMIA REEVESIANA	REEVES SKIMMIA	#2 POT; 35CM
VD	7	TAXUS MEDIA 'DENSIFORMIS'	DWARF DENSIUM YEW	#2 POT; 50CM
Y	158	TAXUS X MEDIA 'HICKSII'	HICK'S YEW	#2 POT
T	21	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN CEDAR	1.5M HT.; B&B
GRASS				
KF	16	CALAMAGROSTIS X A. 'KARL FOERSTER'	KARL FOERSTER FEATHERREED GRASS	#2 POT; HEAVY
MT	21	PENNISETUM ALOPECUROIDES 'MOUDRY'	MOUDRY FOUNTAIN GRASS	#2 POT; HEAVY
PERENNIAL				
AS	41	AGASTACHE 'SPRITE'	SPRITE HEADDAWSKEET	#1 POT; 3-5 EYE
HH	34	HELICHRYSUM 'BREGDORNAM EPEDNIZE'	BREGDORNAM BRONZE CORAL BELLS	#1 POT
GC				
AJ	42	AJUGA REPTANS 'CATLIN'S GIANT'	CARPET BUGLE	#1 POT; 20CM
EJ	18	EUONYMUS FORT. 'EMERALD 'N GOLD'	EUONYMUS GOLD VARIEGATED	#1 POT; 35CM
F	44	POLYSTICHUM MUNITUM	WESTERN SWORD FERN	#1 POT; 35CM

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BCLA LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNLA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW MORE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF PURCHASE OR DELIVERY. * SUBSTITUTIONS TO BE APPROVED BY LANDSCAPE ARCHITECT. * ALL PLANTS TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. * PLANTS TO BE SUPPLIED TO THE SITE CONFORMING TO CANADIAN LANDSCAPE STANDARD QUALITY. STUNTED OR POOR QUALITY PLANTS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BCLA LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY. ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BCLA LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY

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Burnaby, British Columbia, V5C 6G9
p: 604 294-0011 ; f: 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
9	21.MAR.36	NORTH EXIT PATH (CHORD)	SU
7	21.JAN.14	CITY REDLINE REV.	SU
6	20.NOV.23	ATA SUBMISSION	SU
5	20.MAR.23	STREET LIGHTING COORDINATION	SU
4	19.MAY.22	RE-ISSUED FOR 2ND SUBMISSION	SU
3	19.JAN.09	SHEET, LIGHTING ADDED, PLANT LIST REV.	SU
2	18.NOV.1	ARCH COMMENTS	SU
1	18.OCT.22	NEW ARCH. PLAN	SU

CLIENT:

PROJECT:

WATER'S EDGE

11575 & 11587 223RD STREET
MAPLE RIDGE, BC

DRAWING TITLE:

LANDSCAPE PLAN: ON SITE

DATE:	18.JUN.20	DRAWING NUMBER:	
SCALE:	1:150		**L2**
DRAWN:	SU		
DESIGN:			
CHKD:	PCM		OF 6

18049-9.ZIP

PMG PROJECT NUMBER: 18-049

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pmg LANDSCAPE ARCHITECTS
Suite C100 - 4185 Still Creek Drive
Burnaby, British Columbia, V5C 6G9
p: 604 294-0011 ; f: 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
8	21.MAR.16	NORTH EXIT PATIO COORD.	BI
7	21.JAN.16	CITY REZONE REV.	BI
6	20.NOV.15	4TH SUBMISSION	BI
5	20.MAR.23	STREET LIGHTING COORDINATION	BI
4	15.MAY.22	REISSUED FOR 2ND SUBMISSION	BI
3	19.JAN.09	DWGS. LIGHTING ADDED; PLANT LIST REV.	BI
2	18.NOV.1	ARCH COMMENTS	BI
1	18.OCT.22	NEW ARCH. PLAN	BI

CLIENT:

PROJECT:

WATER'S EDGE

11575 & 11587 223RD STREET
MAPLE RIDGE, BC

DRAWING TITLE:

SHRUB PLAN: ON SITE

DATE:	18.OCT.22	DRAWING NUMBER:
SCALE:	1:100	**L3**
DRAWN:		
DESIGN:		
CHK'D:		OF 6

18049-9.ZIP

PMG PROJECT NUMBER: 18-049

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Suite C100 - 4185 Still Creek Drive
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p: 604 294-0011 ; f: 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
8	21.MAR.22	ADDED LIVE PATH COORD.	BJ
7	21.JAN.22	CITY REDLINE REV.	BJ
6	20.NOV.21	4TH SUBMISSION	BJ
5	26.MAR.21	STREET LIGHTING COORDINATION	BJ
4	19.MAY.20	RESUBMISSION AND SUBMISSION	BJ
3	29.JAN.20	DEES, LIGHTING ADDED, PLANT LIST REV.	BJ
2	30.NOV.1	ADDN COMMENTS	BJ
1	18.OCT.22	NEW ARCH PLAN	BJ

CLIENT:

PROJECT:

WATER'S EDGE

11575 & 11587 223RD STREET
MAPLE RIDGE, BC

DRAWING TITLE:

SHRUB PLAN: OFF SITE

DATE:	18.OCT.22	DRAWING NUMBER:
SCALE:	1:100	**L4**
DRAWN:		
DESIGN:		
CHK'D:		OF 6

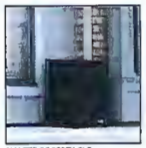
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PMG PROJECT NUMBER: 18-049

SITE FURNISHINGS



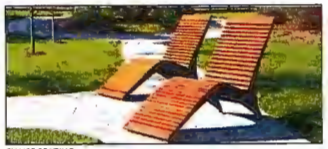
BENCH A (ENTRY & TERRACE):
MAGLIN MLB 870-M
METAL: BRONZE MATTE FINETEX FINISH



WASTE RECEPTACLE:
MAGLIN MLWR-400-M
METAL: BRONZE MATTE FINETEX FINISH



BENCH B (INTERIOR SEATING AREA):
MAGLIN MLB 1400-M
METAL: BRONZE MATTE FINETEX FINISH



CHAISE SEATING:
MAGLIN MCL 720-W
METAL: BRONZE MATTE FINETEX FINISH



BIKE RACK:
MAGLIN SCBR-1600
METAL: BRONZE MATTE FINETEX FINISH

ALL FURNISHINGS TO BE SURFACE MOUNTED TO CONCRETE HOUSEKEEPING PAD, LOCATIONS AND SIZE TO BE COORDINATED WITH ARCHITECT, STRUCTURAL ENGINEER.



ALUMINUM PLANTERS
PLANTERS PERFECT (OR SIMILAR)
METAL: BRONZE MATTE FINISH
SPUN SERIES, SIZE LARGE 33" DIA



ART INSTALLATION:
STEEL SCULPTURE EMBEDDED IN PLANTERS





PATHWAY LIGHT BOLLARD
HEVI LITE #6003-BZ-12 (12" LENGTH)
(OR APPROVED SIMILAR)
METAL: BRONZE MATTE FINISH
INGROUND PLANTER CONCRETE MOUNT*
(TO BE COORDINATED WITH ARCHITECTURAL & ELECTRICAL CONSULTANTS)



STEP LIGHT
WAC LIGHTING WL-LD130
(OR APPROVED SIMILAR)
METAL: BRONZE MATTE FINISH
(TO BE COORDINATED WITH ARCHITECTURAL & ELECTRICAL CONSULTANTS)

PROPOSED TREES



CHAMAECYPARIS NOOTK.
'VAN DEN AKKER'



LIQUIDAMBER STYRACIFLUA
'SLENDER SILHOUETTE'



ACER PALMATUM
'BLOODGOOD'



ACER PALMATUM
'SEIRYU'



ACER PALMATUM
'SHIN DESHOJO'



RHUS TYPHINA 'TIGER EYES'



PINUS DENSIFORMIS
'UMBRACULIFERA'



STYRAX JAPONICA

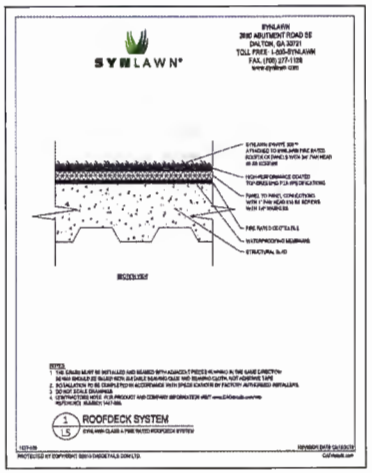
PAVING KEY

DECORATIVE PAVING LEVEL ONE:
HYDRAPRESSED CONCRETE SLAB PAVERS, EG.
ABBOTSFORD NEW YORK SERIES
FULL SIZE; COLOUR TO BE APPROVED BY ARCH.

B.F. CONCRETE
SEE ARCH. FOR FINISH DETAILS

RIVER ROCK 2-4" DIA

NOTE: INSTALL PER MANUFACTURER'S SPECIFICATIONS AND ALIGNED AS SHOWN.



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p: 604 294-0011 ; f: 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
8	22.MAR.16	NORTH EAST PATH COORD.	BJ
7	21.JAN.16	CITY REDLINE REV.	BJ
6	26.NOV.15	4TH SUBMISSION	BJ
5	29.MAR.13	STREET LIGHTING COORDINATION	BJ
4	15.MAY.12	REDLINE REVISION 3RD SUBMISSION	BJ
3	29.JAN.09	ENG'L LIGHTING ADDED, PLANT LIST REV.	BJ
2	18.NOV.11	ARCH COMMENTS	BJ
1	18.OCT.22	NEW ARCH. PLAN	BJ

CLIENT:

PROJECT:

WATER'S EDGE

11575 & 11587 223RD STREET
MAPLE RIDGE, BC

DRAWING TITLE:

LANDSCAPE DETAILS

DATE: 18.10.22
SCALE: VARIES
DRAWN:
DESIGN:
CHK'D:

DRAWING NUMBER: **L5** OF 6

PMG PROJECT NUMBER: 18-049

18049-9.ZIP









Inspired Architecture

310-3533 MARINE DRIVE, NORTH VANCOUVER
BRITISH COLUMBIA V7P 1V7 CANADA
EMAIL: INFO@INSPIREDARCHITECTURE.CA
TEL: 604-770-3258

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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVBY
7	2020-11-17	ISSUED FOR 4TH READING	AF
6	2019-07-02	REISSUED FOR SECOND HEARING	AF
5	2019-01-21	ISSUED FOR ADP REVIEW	AF
4	2018-07-18	ISSUED FOR SECOND HEARING	AF
3	2018-04-11	ADDITION OF COMMERCIAL LEVEL	AF
2	2017-12-08	ADDITION OF ON-STREET PARKING	AF
1	2017-12-06	ISSUED FOR FIRST HEARING	AF

CONSULTANT

PROJECT

223rd STREET

11575 & 11587 223rd St, MAPLE RIDGE, BC

DRAWING TITLE

3D RENDERINGS

DRAWING ISSUE

ISSUED FOR 4TH READING

PROJECT NO.	PLOT DATE	DRAWN
17180	NOV. 17, 2020	MGH
	SCALE	REVIEWED
		AF

DRAWING NO. A-0005 REVISION 7

APPENDIX E









Inspired Architecture

310-2120 HARBOUR DRIVE, NORTH VANCOUVER
SHAWN GLOSHEN V7P 3V7 CANADA
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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIEW
7	2020-11-17	ISSUED FOR 4TH READING	AF
6	2019-07-02	REISSUED FOR SECOND HEARING	AF
5	2019-12-21	ISSUED FOR ADP REVIEW	AF
4	2019-07-18	ISSUED FOR SECOND HEARING	AF
3	2019-04-11	ADDITION OF CO-IMMERCIAL LEVEL	AF
2	2017-12-20	ADDITION OF ON-STREET PARKING	AF
1	2017-12-06	ISSUED FOR FIRST HEARING	AF

CONSULTANT

PROJECT

223rd STREET

11575 & 11587 223rd St, MAPLE RIDGE, BC

DRAWING TITLE

3D RENDERINGS

DRAWING ISSUE

ISSUED FOR 4TH READING

PROJECT NO.	PLOT DATE	DRAWN
17180	NOV. 17, 2020	MGH
	SCALE	REVIEWED AF

DRAWING NO. A-0005a

REVISION 7









Inspired Architecture

208-2633 MARINE DRIVE, NORTH VANCOUVER
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TEL: 604-779-2688

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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	BY
1	2020-11-17	ISSUED FOR 4TH READING	AF

CONSULTANT

PROJECT

223rd STREET

11575 & 11587 223rd St, MAPLE RIDGE, BC

DRAWING TITLE

3D RENDERINGS

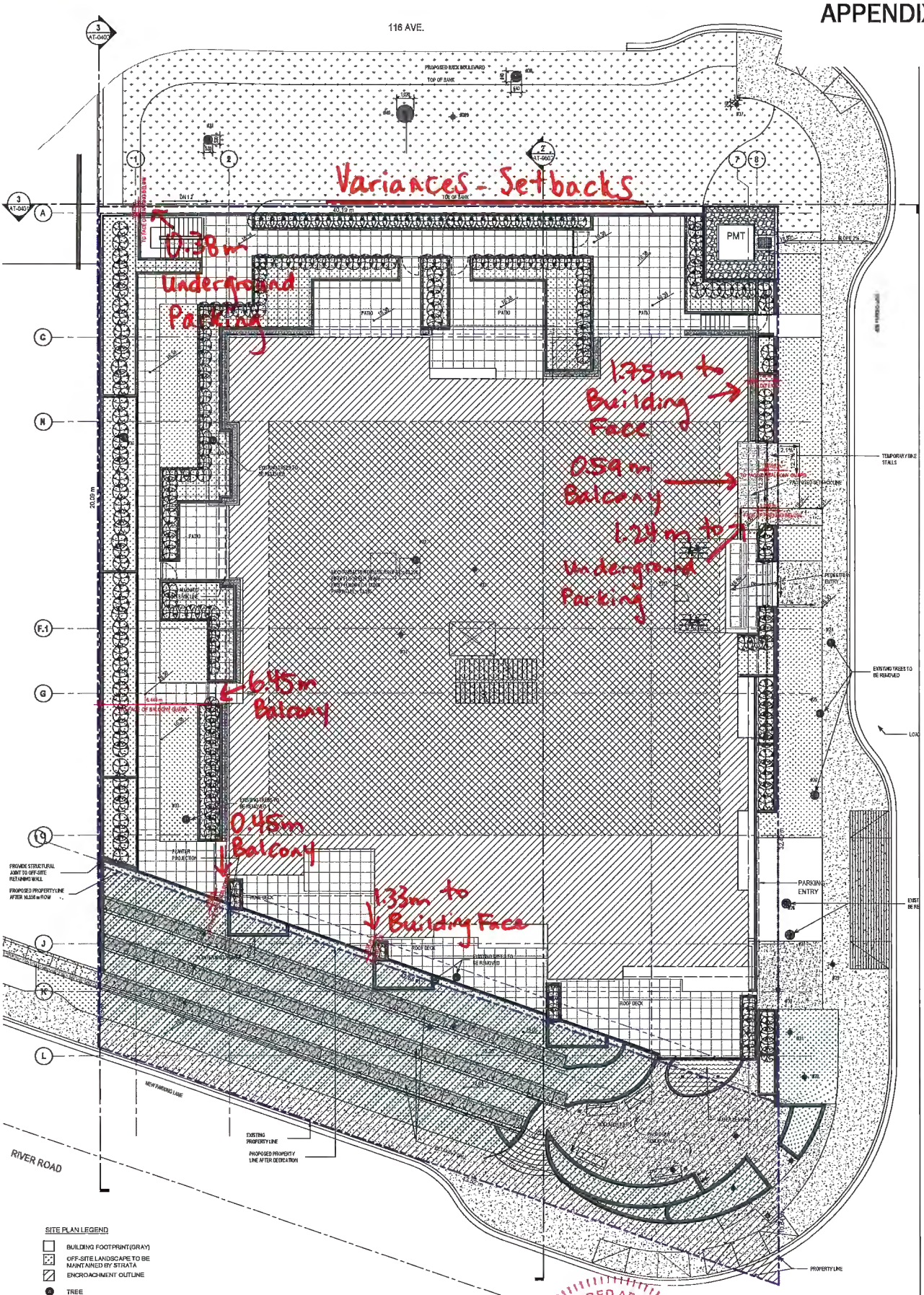
DRAWING ISSUE

ISSUED FOR 4TH READING

PROJECT NO.	PLOT DATE	DRAWN
17180	NOV. 17, 2020	Author
	SCALE	REVIEWED
		Checker

DRAWING NO. A-0006 REVISION 1

APPENDIX F



REGISTERED ARCHITECT ANNA FARGHI BRITISH COLUMBIA

Inspired Architecture	PROJECT: 223rd STREET	PROJECT NO. 17180	S.I. NO.
		ISSUED DATE 04/13/21	DWG. REF.
		REV. DESCRIPTION: ISSUED FOR 4TH READING	
	DRAWING TITLE: SITE PLAN - ECROACHMENT	SCALE 1:200	DWG. NO. AT-0103
		DRAWN NN	
		REVIEWED AF	

Appendix G

Following presentations by the project Architect and Landscape Architect, on January 16, 2019 the ADP made the following resolution that:

That the following concerns be addressed regarding File No. 2017-573-DP and digital versions of revised drawings & memo be submitted to Planning staff; and further that Planning staff forward this on to the Advisory Design Panel for comment:

Greater attention is needed from both the landscaping and architectural perspective in achieving the OCP Key Guideline Concepts of the Port Haney and Waterfront Area, for this high profile and iconic Port Haney site, adjacent to the historical village, the Fraser River and commuter transportation hub.

ADP comments below, with italicized response from the project architect:

Landscape Comments:

- Redesign the corner and River Road frontage to create a stepped accessible pedestrian feature that reduces the impact of the stepped retaining wall and allows for introduction of public art and seating complementary to the public area of the West Coast Express station.
    - *The River Road corner redesigned as directed. We will use "return of the Spawning Salmon" as the art piece for better connection of the public space to Fraser River.*

- Explore a relaxation in the wall heights/planters restriction facing River Road to allow for at grade programming including lighting, public art, and seating; higher retaining walls in location may be supportable as a means of improving the pedestrian environment and CPTED concerns.
    - *Landscape lighting provided.*

- A CPTED report would be desirable to ensure corner is suitably designed.
    - *The building corner redesigned as requested. We provided corner windows as discussed.*

- Add locking gate at bottom of walkway and provide lighting, possibly motion sensor activated.
    - *Considering the Engineering direction for the addition of a parking lane along River Road, we had to remove the proposed access stairs.*

- Provide a curb bump out at the right In to the parkade entry.
    - *A speed bump out provided.*

- Check width of sidewalk to eliminate pinch points.
    - *The curb and sidewalk outline has been designed and approved by the Engineering Department.*

- Consider incorporating the one bedroom unit north of the interior amenity space into an outdoor amenity space and including programming for all age use.
    - *Revised as directed.*

- Design and program the roof top area.
    - *Considering the provided outdoor amenity, we believe a common roof top amenity will not have a big value for the building residents..*

- Provide a gate to the patio of the two bedroom unit on the west side.
    - *Gate provided.*

- Integrate the landscape design with stormwater management strategy consistent with the escarpment policy.
    - *Will use the storm water tank for an irrigation system.*

Architectural Comments:

- Given the strategic location of this site, incorporate suitable elements for public art or similar features that help to achieve the Key Guideline Concepts of the Port Haney and Waterfront precinct.
    - *The public space and art provided as noted above. We provided the key design elements such as brick base, wood cladding, lighting entry using a canopy, three-piece fascia board in the design of the building as per design guideline.*

- Place a public art piece fronting River Road that connects the location with the Fraser River, and history of the Port Haney area.
    - *Done as noted in the landscape comments above.*

- Be consistent in accent colours in all elevations.
    - *Done*

- Provide more prominent building corner designs.
    - *Done.*

- Redesign blank walls at corners.
    - *Provided a corner window to break down the big wall as requested.*

- Provide updated entry design ie: between trellis entry and butterfly roof.
    - *The parking trellis design revisited as requested.*

- Ensure material shown on material board and on architectural plans are consistent.
    - *Fixed the material legend match to the sample board.*

- Provide a longitudinal section through building at the location of the detention tank including the retaining walls.
    - *The front and back retaining walls included in the building sections. Relocated the storm tank below the parking slab with an access from parking area.*

- Be consistent in projections of roofs and patios, including soffit widths.
    - *Slightly revised the projections as requested. Please note the lager protection on the south is to control the sunlight during the summer.*

- Remove roof pilasters that overhang the soffit.
    - *Provided roof pilaster along the roof edge. Removing the roof pilasters will change the building character to modern design which is not aligned with design guideline.*

- Consider offering some adaptable units.
    - *We will provide a few adaptable units at DP stage.*

- Consider offering sustainable features in the building design and implementation.
    - *Will use the storm water tank for an irrigation system. Also will provide high-efficiency appliances for all units to save more energy.*

- Consider providing electrical vehicle charging stations.
    - *Electrical chargers are mandatory and will be provided.*

The ADP's resolutions have been addressed appropriately and are reflected in the current plans (see Appendices C & D).

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	June 1, 2021
		FILE NO:	2020-200-DP
FROM:	Chief Administrative Officer	**MEETING:**	C o W

SUBJECT: **Development Permit 20170 115A Avenue**

EXECUTIVE SUMMARY:

A development permit application has been received to construct an industrial building with 371.6 sq m. (4,000 sq. ft.) of floor area at ground level and a 83.43 sq. m. (900 sq. ft.) mezzanine level for a total of 455.04 sq.m.. (5,900 sq. ft.) at 20170 115A Avenue (Appendices A and B). The site is designated Maple Meadows Business Park in the Official Community Plan and is zoned M-3 (Business Park), which are appropriate for the proposed development. This development complies with Section 8.6 Industrial Development Permit Area contained in the OCP. Issuance of the permit is supported to allow this industrial building to be constructed.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2020-200-DP respecting property located at 20170 115A Avenue.

DISCUSSION:

a) Background Context:

Applicant:	SK Architect
Legal Description:	Lot 40 District Lot 280 New Westminster Plan 86659
OCP :	
Existing:	MMBP (Maple Meadows Business Park)
Zoning:	
Existing:	M-3 (Business Park)

Surrounding Uses

North:	Use:	Industrial
	Zone:	M-3 (Business Park Industrial)
	Designation	Maple Meadows Business Park
South:	Use:	Industrial
	Zone:	M-3 (Business Park Industrial)
	Designation:	Maple Meadows Business Park
East:	Use:	Industrial
	Zone:	M-3 (Business Park Industrial)
	Designation:	Maple Meadows Business Park
West:	Use:	Industrial
	Zone:	M-3 (Business Park Industrial)
	Designation:	Maple Meadows Business Park

1104

Existing Use of Property:	Vacant
Proposed Use of Property:	Industrial
Site Area:	2,023 m^2
Access:	115A Street
Servicing:	Urban

b) Project Description:

The proposal is for an industrial building with 371.61 sq m. (4,000 sq. ft.) of floor area at ground level and a 83.43 sq. m. (900 sq. ft.) mezzanine level for a total of 455.04 Sq. M. (5,900 sq. ft.) at 20170 115A Avenue (Appendices A and B). The front yard will be landscaped and parking will be to the rear of the lot. The service bays will also be on the rear façade of the building.

c) Planning Analysis:

The development permit application made to the City is subject to the Key Guidelines and the Design Guidelines of Section 8.6 Industrial Development Permit Area. The proposed development complies with the guidelines, including the Key Guideline concepts as analyzed below:

Key Guideline Concepts	Description
Provide a street presence with entrances and architectural interest in building designs fronting public streets	Our proposed Tilt-up building is close to the street and the main entrance facing 115a Ave directly. The entrance corner is marked by a raised parapet, and this forms a pillar that anchors the building.
Loading facilities should be located away from public streets and into the rear or the interior of a site.	Loading bays are located at the rear of the building hidden from public streets.
Outdoor storage and less attractive structures such as accessory buildings should be screened with fencing or landscape.	Garbage bins will be located at the enclosed wall with a gate at the back of the site.
The transportation needs of diverse users should be accommodated through amenities such as bicycle facilities, and accessible design for the mobility impaired.	There are bicycle racks in front of the main entrance and pedestrian ramp for accessibility.
The form and treatment of new buildings should reflect the desired character and pattern of development in the area by incorporating appropriate architectural styles, features, materials, proportions and building articulation.	The building size and form blend in with neighbouring buildings, and it does not stand out from surrounding buildings. The concrete facade has reveals that create shadow lines to break up the mass, and it is aligned with windows to give regularity and propositional balance. Also, there are canopies above openings and horizontal wood lattices attached to the face of the building for visual accents.

d) Zoning and Parking Analysis:

The proposed development complies with applicable bylaw regulations related to zoning and off-street parking including:

- The front and rear setback regulations are a minimum of 6.0 m. The front setback being proposed is 6.25m and the rear is 33.26m. To the sides, the regulation is a minimum of 1.5m; 1.58m is proposed to the east and 10.83 m is proposed to the west. This provides sufficient room for a drive aisle to the three off street loading areas to rear of the building;
- The maximum permitted height is 15m, 10.07m is proposed;
- The required landscaped space is provided, with amenities for building users, including a bike rack for four (4) bikes; and
- Nine (9) parking spaces are provided, which meets the requirement of nine (9) spaces.

e) Advisory Design Panel:

At a meeting on April 21, 2021, the Advisory Design Panel recommended that this application be supported subject to their concerns being addressed as the design develops and submitted to Planning staff for follow-up.

The updated plans were submitted reflecting the changes as follows:

- Provide weather protection at all entries and exits
  Staff follow-up: Revised accordingly by the Architect.

- Review that the main entry meets accessibility standards
  Staff follow-up: Revised by Architect to meet applicable BC Building Code requirements.

f) 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, the security will be $20,523.05.

CONCLUSION:

This development complies with Section 8.6 Industrial Development Permit Area contained in the OCP. Issuance of the permit is supported to allow this industrial building to be constructed at 20170 115A Avenue.

"Original signed by Adrian Kopystynski"

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

"Original signed by Chuck Goddard"

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

"Original signed by Christine Carter"

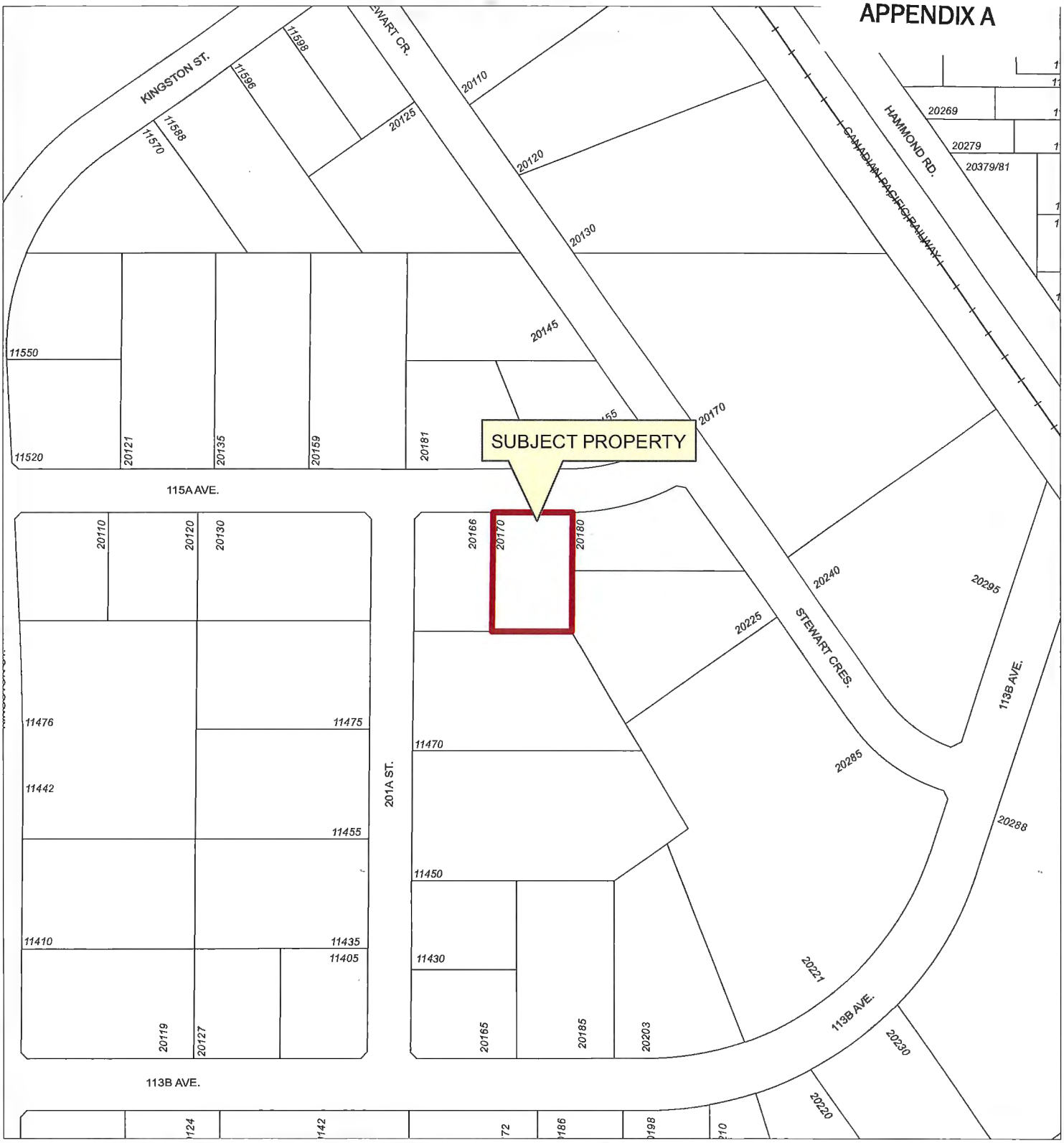
Approved by: **Christine Carter, M.PL, MCIP, RPP**
GM Planning & Development Services

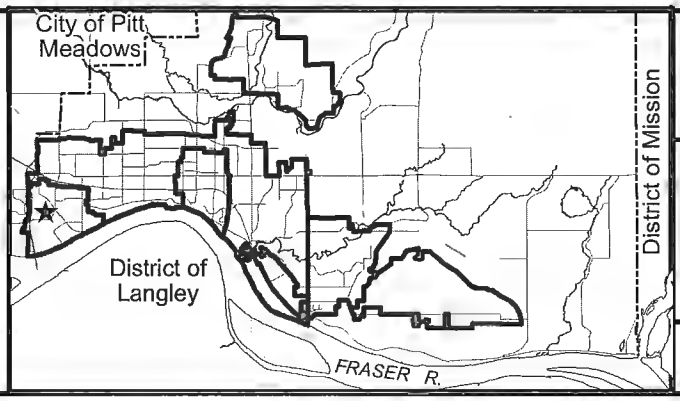
"Original signed by Al Horsman"

Concurrence: **Al Horsman**
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject map
Appendix B – Ortho Map
Appendix C – Site plan,
Appendix D - Architectural and Landscaping Plans

APPENDIX A





N

Scale: 1:2,500

20170 115A AVENUE
PID: 016-470-141

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

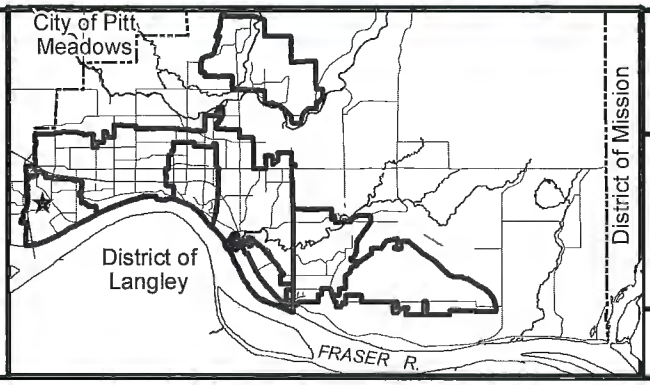
FILE: 2020-200-DP
DATE: Jun 26, 2020
BY: PC

APPENDIX B



N

Scale: 1:2,500



20170 115A AVENUE
PID: 016-470-141

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2020-200-DP
DATE: Jun 26, 2020

BY: PC

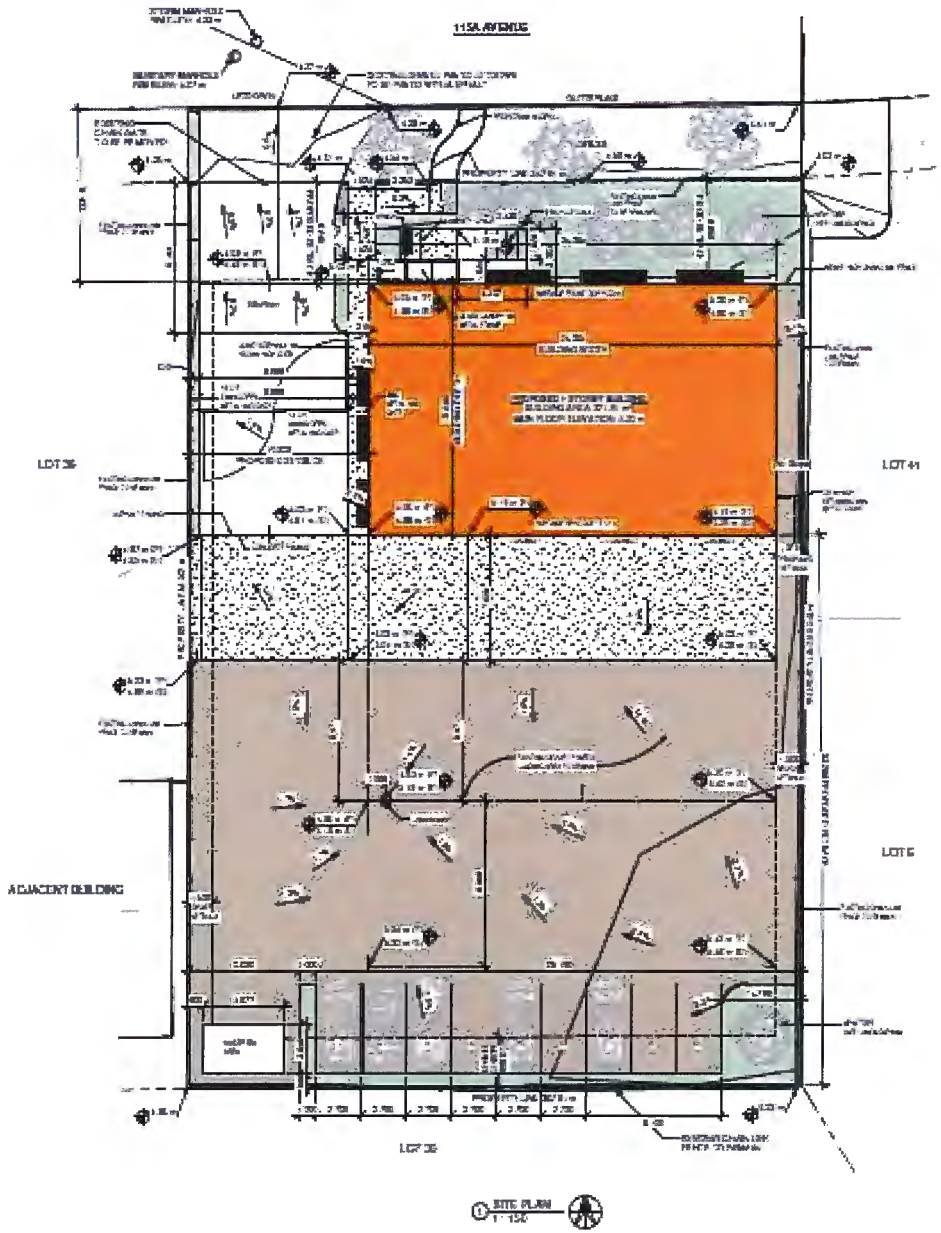


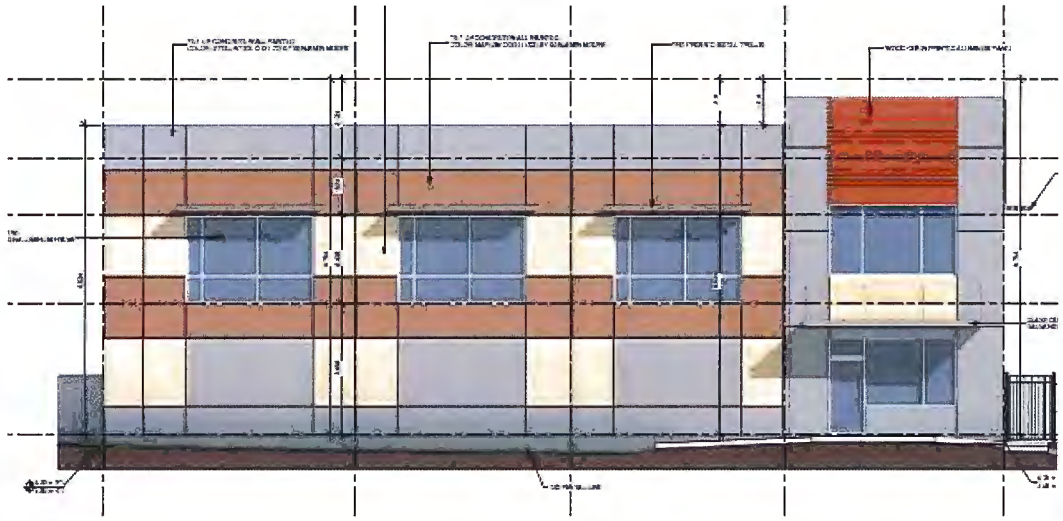
1 CONTEXT PLAN



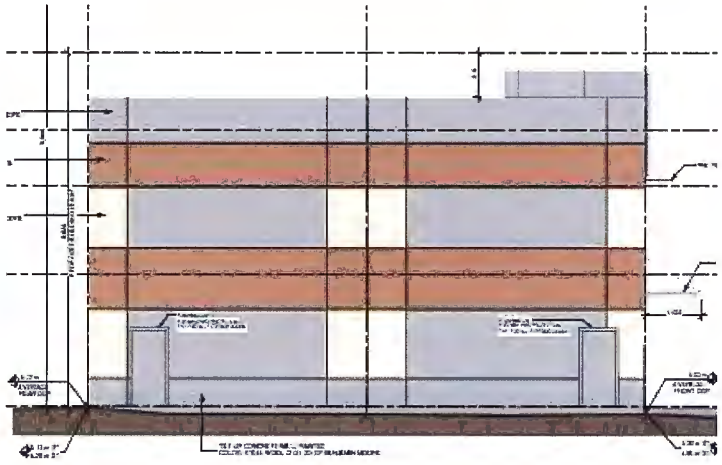
2 STREETSCAPE ELEVATION

APPENDIX C

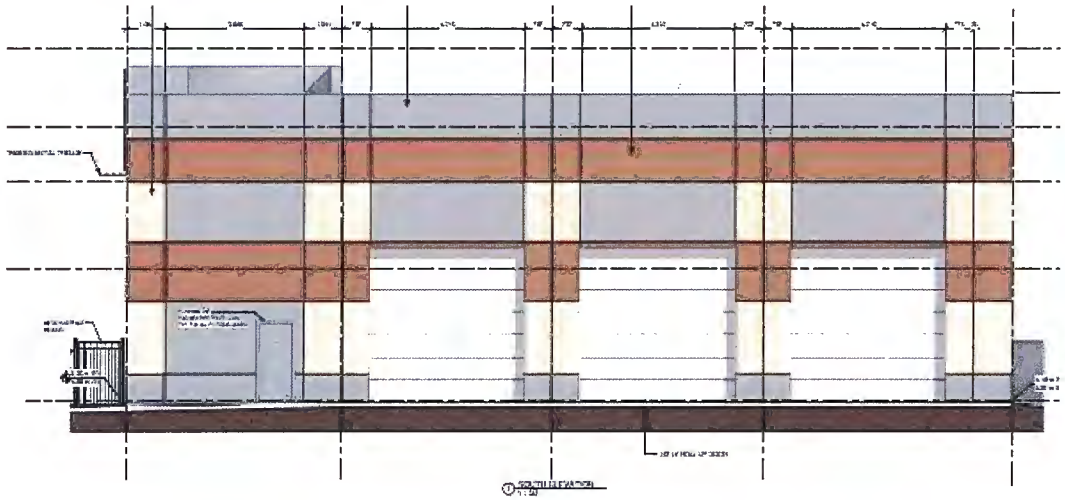

115A AVENUE
LOT 39
LOT 41
LOT 6
ADJACENT BUILDING
LOT 38
SITE PLAN



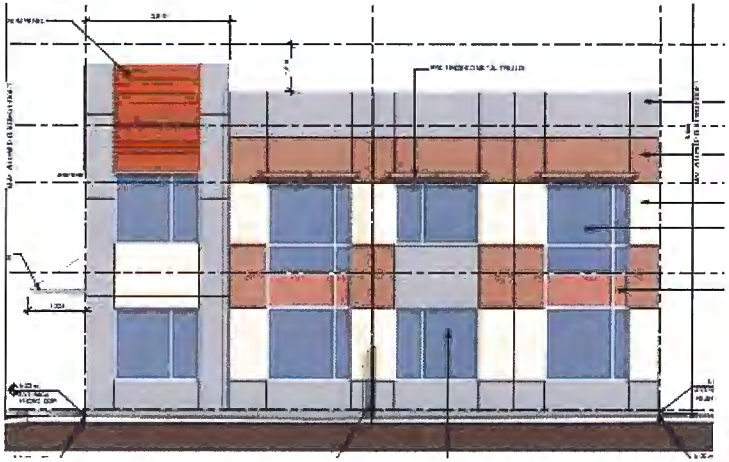
Toward 115A Avenue



East Elevation



Rear Elevation



West Elevation

APPENDIX D

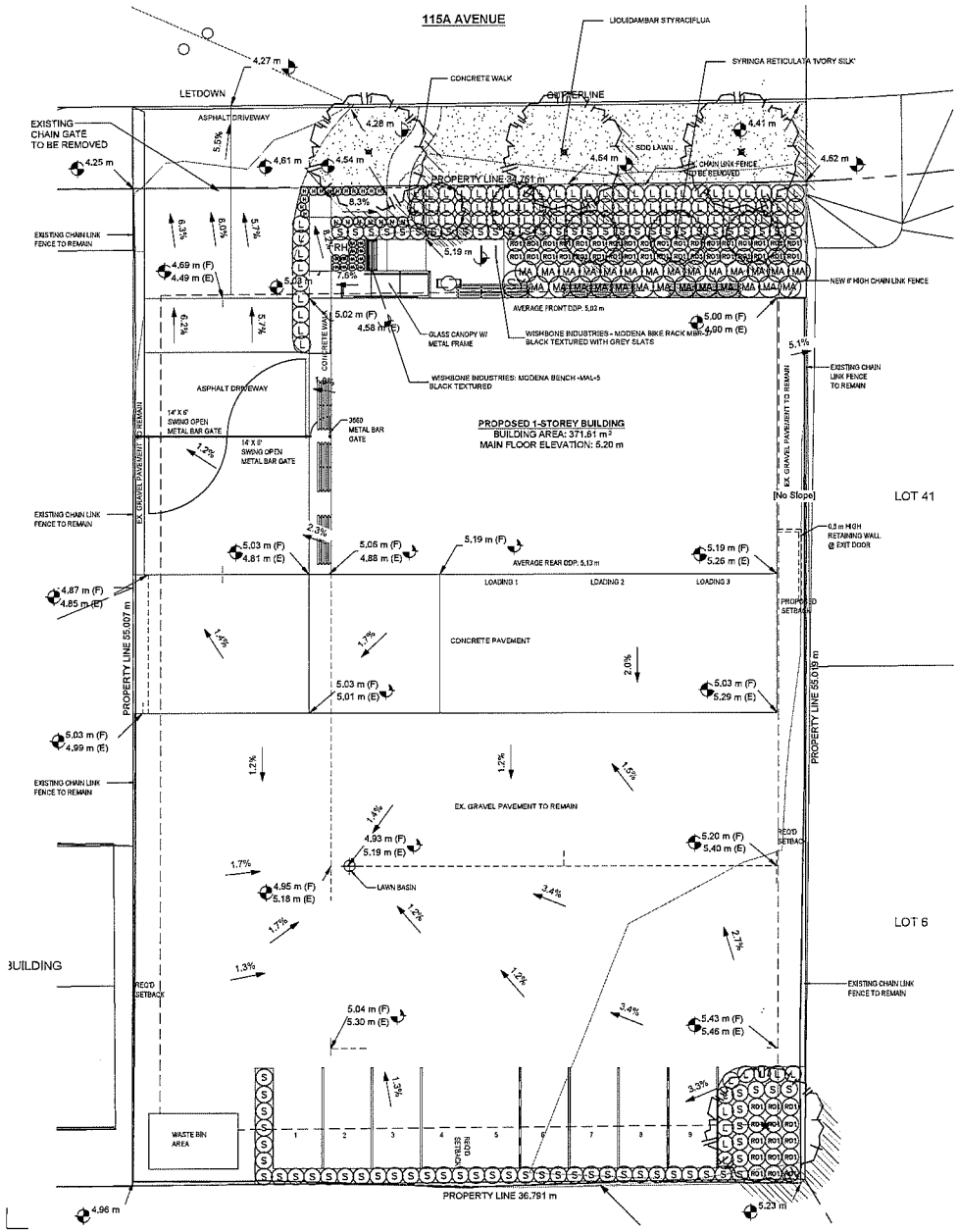
MAPLE RIDGE STORAGE WAREHOUSE











PLANT SCHEDULE

PMG PROJECT NUMBER: 20-084

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE				
	4	LIQUIDAMBAR STYRACIFLUA	SWEET GUM	6CM CAL; 2M STD; B&B
	5	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	5CM CAL; 1.5M STD; B&B
SHRUB				
	27	MAHONIA AQUIFOLIUM	OREGON GRAPE HOLLY	#3 POT; 60CM
	1	RHODODENDRON 'LEE'S DARK PURPLE'	RHODODENDRON, PURPLE; L. MAY	#3 POT; 50CM
	51	ROSA MEIDELAND 'BONICA'	MEIDILAND ROSE; PINK	#2 POT; 40CM
	74	SPIRAEA X BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	#2 POT; 40CM
	1	SYRINGA VULGARIS 'BURGUNDY QUEEN'	LILAC; BURGUNDY-RED	#3 POT; 80CM
GRASS				
	12	HAKONECHLOA MACRA 'AUREOLA'	GOLD VARIEGATED JAPANESE FOREST GRASS	#1 POT
	13	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	#1 POT
PERENNIAL				
	7	NEPETA x FAASSENII 'DROPMORE'	BLUE CATMINT	15CM POT
GC				
	94	LONICERA PILEATA	PRIVET HONEYSUCKLE	#1 POT, 22CM

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNLA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY. ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. ALL PLANT MATERIAL MUST BE PROMOTED FROM CERTIFIED DISEASE FREE NURSERY

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pmg LANDSCAPE ARCHITECTS
Suite C100 - 4185 Still Creek Drive
Burnaby, British Columbia, V5C 6G9
p: 604 294-0011 ; f: 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
3	21.MAY.04	REVISED PLAN	MI
2	20.09.21	ADDITIONAL TREES	
1	20.09.25	STREET TREES	

CLIENT:

PROJECT:

ALLIED WATER

115A AVENUE
RICHMOND

DRAWING TITLE:

LANDSCAPE PLAN

DATE:	20.OCT.21	DRAWING NUMBER:
SCALE:	1"=10'-0"	L1
DRAWN:	MM	
DESIGN:	MM	
CHK'D:	MCY	OF 1

20084-4.ZIP

PMG PROJECT NUMBER: 20-084

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	June 1, 2021
		FILE NO:	11-5255-70-148
FROM:	Chief Administrative Officer	**MEETING:**	CoW

SUBJECT: **Award of Contract ITT-EN21-35: 216 Street Watermain and Sanitary Sewer Replacement (124 Avenue to 128 Avenue)**

EXECUTIVE SUMMARY:

The purpose of this report is to obtain Council approval to award the 216 Street Watermain and Sanitary Sewer Replacement (124 Avenue to 128 Avenue) construction contract to Richco Contracting Ltd. in the amount of $1,464,864.00 excluding taxes.

The project supports Council's Strategic Plan of Growth by increasing watermain and sanitary sewer capacity allowing for growth and densification of the area. These upgrades are part of the approved 2021 Financial Plan and the procurement process was consistent with the City's Purchasing Policy.

The work generally consists of installation of approximately 845m of 250mm diameter ductile iron watermain including hydrants, service connections, installation of approximately 375m of 200mm and 250mm PVC sanitary sewer with new service connections, surface restoration and ancillary items.

An Invitation to Tender for the project was issued on March 16, 2021 and closed on April 16, 2021. Fifteen bids were received and the lowest compliant bid was submitted by Richco Contracting Ltd. in the amount of $1,464,864.00 (excluding taxes).

ISL Engineering and Land Services Ltd. (ISL) is the City's engineering consultant for the project. In awarding the construction contract, additional services are required of ISL, including engineering construction support, inspection services and contract administration. This report recommends increasing their contract by $122,115.00.

The project is funded through the Water Revenue Fund (WRF) and the Sewer Revenue Fund (SRF). Additional funds are required to cover the project contingency amount which will only be used if needed, for unforeseen items.

RECOMMENDATION:

That Contract ITT-EN21-35: 216 Street Watermain and Sanitary Sewer Replacement (124 Avenue to 128 Avenue), be awarded to Richco Contracting Ltd. in the amount of $1,464,864.00 excluding taxes; and

That a project contingency of $270,000.00 be approved to address potential variations in field conditions; and

That the existing ISL Engineering and Land Services Ltd. contract for Engineering Design Services for 216 Street Watermain and Sanitary Replacement (124 Avenue to 128 Avenue), be increased by $122,115.00; and

That the Financial Plan be amended to increase the project funding by $250,000.00 from the Water Revenue Fund and Sewer Revenue Fund; and further

That the Corporate Officer be authorized to execute the contract.

DISCUSSION:

a) **Background Context:**
The City's 2013 Sewer Master Plan (SMP) identified various upgrades in the sanitary sewer collection system based on OCP scenarios and sanitary sewer modeling. The sanitary sewer main on 216 Street (124 Avenue to 126 Avenue only) requires upgrades to address modelled capacity issues. The existing 150mm asbestos cement (AC) sanitary sewer was installed in 1965 and will be replaced with 200mm and 250mm PVC sewer main.

The existing 150mm AC and ductile iron (DI) watermain located on the west side of 216 Street, between 124 Avenue and 128 Avenue was installed in 1975. It will be upgraded to a 250mm diameter DI watermain to suit future capacity demands.

The upsized watermain and sanitary sewer will allow for growth and densification in the areas.

The work generally consists of installation of approximately 845m of 250mm diameter ductile iron watermain including hydrants, laterals, service connections, installation of approximately 375m of 200mm and 250mm PVC sanitary sewer with new service connections, surface restoration and ancillary items.

Tender Evaluation

An Invitation to Tender was issued on March 16, 2021 and closed on April 16, 2021. Fifteen bids were received, listed below from lowest to highest price. The lowest tender price was submitted by Richco Contracting Ltd. in the amount of $1,464,864.00, excluding taxes.

	Tender Price (excluding taxes)
Richco Contracting Ltd.	$1,464,864.00
Timbro Contracting (A Partnership)	$1,496,948.80
Targa Contracting (2013) Ltd.	$1,537,080.00
Complete Utility Contractors	$1,556,685.50
Pedre Contractors Ltd.	$1,636,700.00
Drake Excavating (2016) Ltd.	$1,663,821.00
RTR Terra Contracting Ltd.	$1,722,540.00
Brighouse Civil Contracting DTM Ltd.	$1,733,942.10
Mainland Infrastructure Canada Inc.	$1,863,205.90
Hyland Excavating Ltd.	$1,873,224.00
Sandpiper Contracting LLP	$1,940,064.30
Jack Cewe Construction Ltd.	$2,009,854.00
B&B Contracting (2012) Ltd.	$2,298,600.00
Rovan Enterprises Ltd.	$2,490,596.98
Bayline Construction Ltd.	$2,752,382.27

The number of bids received and the range of prices indicate a competitive environment and a fair market value for the project. Staff completed reference checks on Richco Contracting Ltd. for similar work with other municipalities and found their references acceptable. The tendering process was compliant with the City's Purchasing Policy.

It is recommended that the contract be awarded to Richco Contracting Ltd. in the amount of $1,464,864.00 (excluding taxes).

b) **Desired Outcome:**

The desired outcome is to provide reliable watermain and sanitary sewer collection service with sufficient capacity for current and future residents in the area.

c) **Strategic Alignment:**

This project supports Council's Strategic Plan to manage municipal infrastructure to accommodate future developments and growth in accordance to the OCP.

d) **Citizen/Customer Implications:**

Construction will commence after the project is awarded and attempts will be made to minimize the impact to everyday traffic, residents and businesses in the neighborhood. 216 Street is expected to remain open to traffic throughout construction. However, short-term road closures may be required when moving large equipment. There will be an approved traffic management plan and traffic control personnel will be provided as required. The general public will be informed of traffic changes and construction progress through the City's website and social media sources.

e) **Interdepartmental Implications:**
The Engineering Department has worked with the Engineering Operations Department in developing this project. Tie-ins to the live water system will be completed by the Engineering Operations (Water) Department.

Contract Administration and Inspection Services during construction will be provided by ISL Engineering and Land Services Ltd.

f) **Business Plan/Financial Implications:**
There are funds available from the 216 Street Watermain Replacement (LTC17131) to complete construction of this project. Additional funds are required to provide a project contingency.

Projected Expenditures (excluding taxes)		
Water Tie-ins (Engineering Operations)	$	200,000.00
Construction Contract – Richco Contracting Ltd.	$	1,464,864.00
Consultant Construction Services - ISL Engineering	$	122,115.00
Project Contingency	$	270,000.00
Total Projected Project Cost	$	**2,056,979.00**
Project Funding Sources		
216 St Watermain Replacement (LTC17131)	$	1,850,000.00
Additional funding from Water Revenue Fund	$	200,000.00
Additional funding from Sewer Revenue Fund	$	50,000.00
Total Funding Sources	**$**	**2,100,000.00**

CONCLUSION:

The tender price $1,464,864.00 (excluding taxes) by Richco Contracting Ltd. for the 216 Street Watermain and Sanitary Sewer Replacement (124 Avenue to 128 Avenue) is the lowest compliant tendered price. It is recommended that Council approve the award to Richco Contracting Ltd. and that a contract contingency of $270,000.00 be approved to address unforeseen items.

It is also recommended that Council approve an increase to the existing ISL Engineering and Land Services Ltd. contract for Engineering Design Services for the 216 Street Watermain and Sanitary Replacement (124 Avenue to 128 Avenue) in the amount of $122,115.00 for consultant construction services. It is further recommended that the Financial Plan be amended to fund this project from the Water Revenue Fund in the amount of $200,000.00 and from the Sanitary Revenue Fund in the amount of $50,000.00.

Prepared by: **Andrew Lackner**
Acting Manager of Design & Construction

Financial: **Trevor Thompson, BBA, CPA, CGA**
Concurrence: **Director of Finance**

Approved by: **David Pollock, P.Eng.**
General Manager Engineering Services

Concurrence: **Al Horsman**
Chief Administrative Officer

Attachments:
(A) Maps



SCALE: N.T.S.

216 STREET WATERMAIN AND SANITARY SEWER REPLACEMENT

ITT–EN21–35

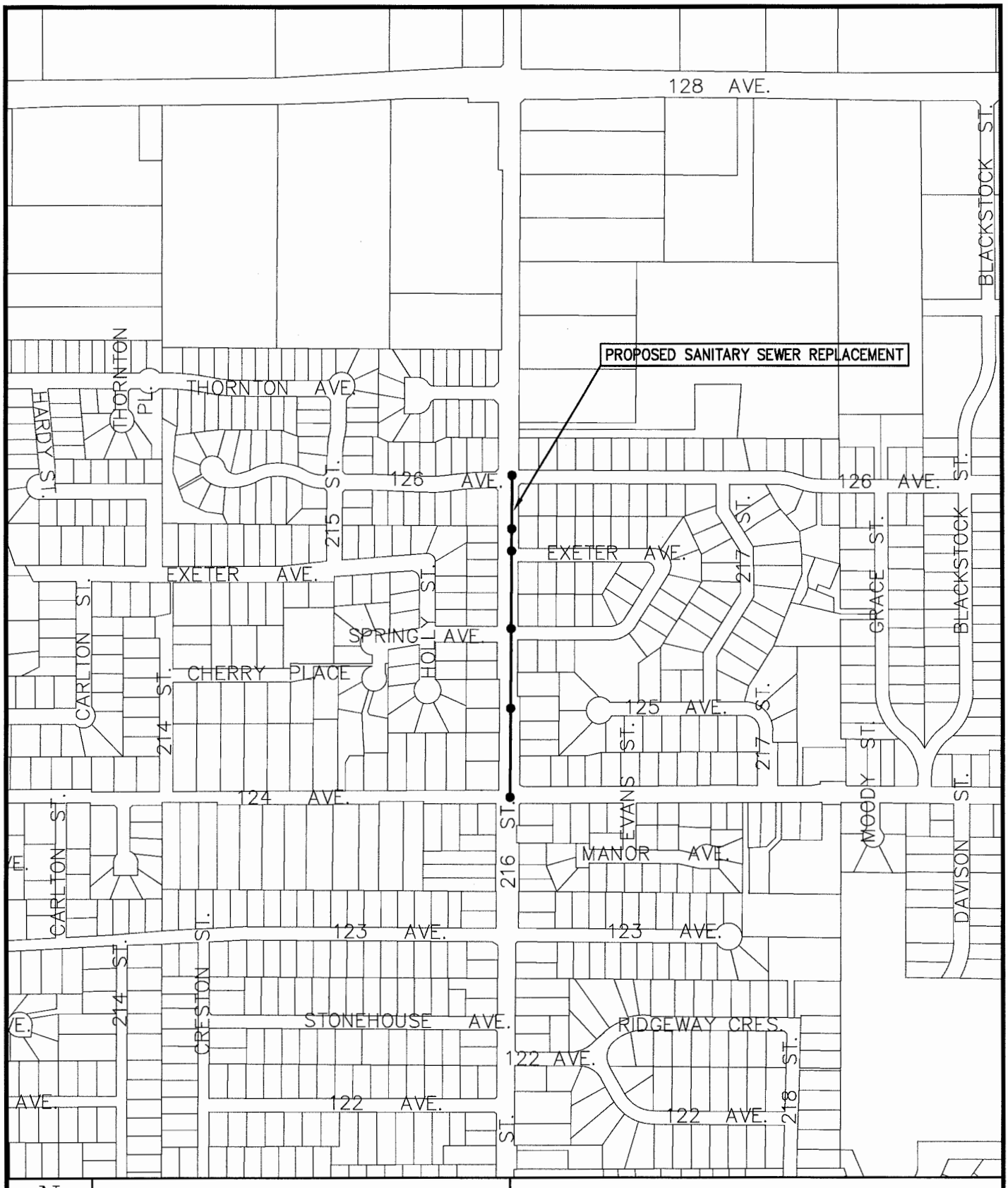
MAPLE RIDGE British Columbia

CITY OF MAPLE RIDGE

ENGINEERING DEPARTMENT

DATE: APRIL 2021

FILE/DWG No SK0464



N

SCALE: N.T.S.

216 STREET WATERMAIN AND SANITARY SEWER REPLACEMENT

ITT–EN21–35

CITY OF MAPLE RIDGE

ENGINEERING DEPARTMENT

DATE: APRIL 2021

FILE/DWG No SK0464

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British Columbia
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City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	June 1, 2021
		FILE NO:	01-0110-01-2021
FROM:	Chief Administrative Officer	**MEETING:**	CoW

SUBJECT: Integrated Safety Ambassador Team (ISAT)

EXECUTIVE SUMMARY:

As part of the Community Social Safety Initiative (CSSI), the Integrated Safety Ambassador Team (ISAT) is a joint volunteer ambassador program between the RCMP Crime Prevention Unit and the City's Community Safety Officer section from the Licences & Bylaws Department. This integrated model will serve as a conduit between our community and safety enforcement services and provide the public with a recognizable volunteer team that is highly knowledgeable and approachable.

ISAT will be visible and present for local business interaction, community engagement and foot patrols and will focus on initiatives filtered to the Team from both the RCMP and the Community Safety Officer (CSO) section. To our knowledge, this joint volunteer-based ambassador program involving the RCMP and a municipality is the first of its kind.

This integrated approach between the City and the RCMP is "cutting edge", delivering services in a highly efficient manner with no duplication. This Initiative will create synergy and support further collaboration between the CSOs and the RCMP with increased information sharing, data collection and referrals relating to the mandate of the program. From this partnership, data and information will be funnelled to the appropriate City and RCMP resources. CSOs will further benefit from having information provided via the RCMP's Crime Analysts, and the RCMP will enhance their approach through information provided by CSOs and identified by the community.

RECOMMENDATION:

That the Integrated Safety Ambassador Team Initiative be endorsed.

DISCUSSION:

a) Background Context:

Mayor and Council endorsed the development of a volunteer ambassador program, focusing on community safety, business outreach and city spirit as outlined in the City of Maple Ridge (CMR) Community Social Safety Initiative (CSSI). The RCMP have an existing volunteer program (Community Safety Tour) in place. Discussions to build a robust joint volunteer program that will provide the community with enhanced service were initiated.

1151

A joint program is considered the best option because it eliminates duplication of work and enhances service for the community and both teams overall. This approach provides a one-stop service with interactions with the public, as well as a streamlined approach to address concerns to the appropriate parties. The volunteers will have a greater breadth of information and knowledge than they would if working as separate teams. If two teams were working independently within the city, it would be quite cumbersome, duplicative, and confusing. The integrated approach is streamlined and is recommended as the most efficient model for our citizens.

The Senior Manager of Police Services and the Manager of CSSI worked closely to develop a plan that will incorporate volunteer initiatives in a joint manner that will be of value to our community. As the RCMP Crime Prevention Unit has an existing programming structure in place, it would be most efficient to manage an integrated program within the existing model. This includes administrative processes such as recruitment, training, policy and volunteer management.

Goals and Objectives

The Integrated Safety Ambassador program includes the following objectives:

- For the community to clearly and visibly see that the Integrated Safety Ambassador Team (ISAT) members are representative of both RCMP and the City branding; and,
- that the tasks and assignments provided by this high-end volunteer group be inclusive of:
    - community engagement and interaction
    - business outreach, both checking in and following up on issues reported
    - source of city and crime prevention information for the public, including carrying pamphlets or offering immediate internet access
    - utilizing software (i-Patrol and CivicMobile) to report issues noticed in the community such as: graffiti, needles, suspicious vehicles, garbage, potholes, damaged street signs or criminal activity, etc. These entries will be routed to the departments who deal with these issues, and to our Police Services Crime Prevention Coordinator to manage and report on the data.

ISAT will have access to communications with ECOMM for all police matters but is also being supplied city radios to enhance communication with City departments and the CSOs. This will provide an added safety communication that will be useful to this volunteer group.

Branding

The Senior Manager of Police Services and the Manager of CSSI, along with our Crime Prevention Coordinator recognize that the branding of this Initiative is the key to success for the following reasons:

a) The program has to be equally representative of both units as volunteers have to connect and be drawn to the branding to want to give their time.
b) The public needs to clearly understand what the partnership is and why it makes sense.

Significant thought and effort has been put into the name and branding of this joint program to ensure it will be identifiable and representative to all participants. After much consideration, the name Integrated Safety Ambassador Team (ISAT) seemed to meet all the needs and represent the Initiative well.

c) **Desired Outcome:**
To provide an enhanced level of safety to the citizens of Maple Ridge by partnering with the volunteers in the community. This joint approach provides a one-stop service with interactions with the public and as well as a streamlined approach to refer concerns to the appropriate parties for resolution.

d) **Strategic Alignment:**
- *Community Social Safety Initiative (CSSI) work plan alignment*
  - Assist with citizens feeling safe, engaged and protected
  - Assist with community social well-being and pride
- *Community Safety as provided by RCMP Crime Prevention programming*
  - Combine all existing Crime Prevention programs and training within the ISAT program so that a high standard of knowledge and performance can be achieved
- *Business Outreach*
  - Small business education and outreach – follow up on CSO or RCMP issues, useful tools ex. height strips, fan outs, crime trends/concerns as well as CMR resources available
  - Crime Prevention Through Environmental Design (CPTED) information and services
  - RCMP Safe Place information and value
- *Community Events/Foot patrols*
  - Be visual, engage the public and have positive interactions
  - Provide event information and logistics
  - Record interactions and infractions in iPatrol App
- *Parks/Trails for Safety and ByLaw issues*
  - Target specific locations based on Crime Analyst data and community complaints
  - Identify safety or risk factors present and report on iPatrol App

e) **Citizen/Customer Implications:**
By delivering this volunteer program in an integrated manner, we are offering a "cutting edge" approach to address and resolve safety concerns, issues, information and communication for our community.

f) **Interdepartmental Implications:**
This integrated Initiative is a collaborative approach and is supported by the RCMP, CSOs and Police Services units/departments. All involved have worked collaboratively to achieve the best programming model possible for the City. The Manager of CSSI will feed tasks directly to the Crime Prevention Coordinator in a seamless manner and in the same way that is done by the RCMP. We anticipate that the tasks will be similar in nature and ensure that both will be considered equally important.

g) **Business Plan/Financial Implications:**
For Police Services and the RCMP there are no business plan or financial implications as the program is already running as one of the Crime Prevention programs offered to the City.

There are no current financial implications to the Licences and Bylaws Department as Police Services already have budget allocations for the existing programming. There may be one-off issues that arise but they should be manageable within the existing budget envelope at this time. The Manager of CSSI utilized the City budget for the CSSI to purchase city radios for the volunteer team which will enhance direct communications to the CSOs and City departments.

h) **Alternatives:**

The CSOs could create an independent program from that of the Crime Prevention model. This would be considered by both the Senior Manager of Police Services and the Manager of CSSI to be inefficient, confusing to the public and more costly. The Crime Prevention Unit's administrative, policy, recruitment and reporting components are in place and well established which enables us to engage this programming quickly.

CONCLUSION:

This ISAT Initiative is the first of its kind and will demonstrate the cohesive partnership, collaboration and support between the City of Maple Ridge and the RCMP. The integrated collaboration is a smart, modern and holistic way to engage this volunteer team which will heighten visibility, community engagement and knowledge for our citizens. The benefits of the integrated service model will increase communication between community safety partners and build a foundation to grow from for the future.

Prepared by: **Maureen Jones**
Senior Manager, Police Services

Chad Cowles
Manager, Community Social Safety Initiatives

Reviewed by: **Supt, Wendy Mehat**
Officer In Charge, Ridge Meadows RCMP Detachment

Approved by: **Christina Crabtree**
General Manager, Corporate Services

Concurrence: **Al Horsman**
Chief Administrative Officer

MAPLE RIDGE
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CITY OF MAPLE RIDGE

TO:	His Worship Mayor Michael Morden and Members of Council	**MEETING DATE:**	June 1, 2021
		FILE NO:	01-0560-01-2020
FROM:	Chief Administrative Officer	**MEETING:**	COW

SUBJECT: **Maple Ridge Pitt Meadows Arts Council Operating and Lease Agreements for ACT Arts Centre - Renewal Discussion**

EXECUTIVE SUMMARY:

The Maple Ridge Pitt Meadows Arts Council (Arts Council) and the City of Maple Ridge (CMR) have had operating and lease agreements for the provision of arts and cultural programs and services including performances for the past 17 years at the ACT Arts Centre. The current agreements expired on December 31, 2020 and negotiations have been underway for some time. During negotiations, the COVID-19 pandemic arrived in Canada which resulted in organizations of all shapes and sizes facing difficult decision to ensure their financial sustainability and the Arts Council was no different where staffing and program reductions were necessary. One of the program areas affected was the art gallery in which 1.5 FTE positions were eliminated. The City and Arts Council have received feedback from community concerned about the temporary direction the Arts Council took to support sustainable operations.

The Art Gallery Advisory Committee was formed to review sustainable operation of the ACT Art Gallery program during and post-COVID-19 recovery. The Committee has recently completed its work and recommended to plan and budget for an anticipated engagement of staff in curatorial gallery management similar in scope to what was in place prior to the advent of COVID-19, in the 3rd fiscal quarter of the Arts Council's 2022 fiscal year. The Arts Council Board supported this recommendation and passed a resolution for a phased approach to fit with the Society's capacity and financial forecast for the next two years. The gallery program will continue to operate and be supported by some additional resources until the curatorial staff plan can be fully implemented.

The City's Corporate Controller supported the renewal process by providing invaluable guidance on the proposed revisions, resulting in an agreement that clearly defines roles, intent and service provision, addresses accumulated operating reserves and annual thresholds that meet non-profit best practices. This will ensure that reasonable levels of reserves are in place to support potential hardships, such as the COVID-19 pandemic, and also redefines the scope of responsibility of the Arts Centre Business Advisory Committee. Additional clauses include both parties' desire for professional staffing in all areas of operations and a commitment from the Arts Council to collect and consider community feedback when contemplating operational adjustments.

The Arts Council has met the obligations of the current agreements including delivery of recently revised programs during the COVID-19 pandemic based on resources and capacity. Staff recommend

renewing the agreements, which have some suggested revisions (Attachment A and B) for Council's consideration. The multi-year agreement format that incorporates municipal support will provide the Society with ongoing financial stability and allow it to further build organizational capacity and support recovery from the short and long-term effects of the COVID-19 pandemic. The recommended term of the operating and lease agreements is three years, from 2021 – 2023, with an option to renew for an additional three years.

RECOMMENDATION:

That the Maple Ridge Pitt Meadows Arts Council Operating and Lease Agreements dated January 1, 2021 be approved for a three year term with an option to renew for an additional three years; and

That the Corporate Officer be authorized to execute the agreements.

DISCUSSION:

a) **Background Context:**

The Arts Council has operated the ACT Arts Centre since 2003 when the facility was built. They provide high quality arts programs, exhibitions, performing arts presentations, cultural and community events to over 80,000 patrons annually (pre-COVID-19 numbers). The Arts Council continues to operate and manage one of the best culture facilities in the Lower Mainland with award winning programs and innovative services. Some of its achievements include diverse artistic programs and increased learning opportunities for kids, youth, families, adults and seniors through registered arts programming.

The operating grant from the City represents only a portion of the overall budget (between 30-35%) for the Society to operate the ACT Arts Centre and to provide the full spectrum of cultural programs and services including visual and performing arts. As a primary arts presenter and programmer of the region, the Arts Council receives educational and performing arts presentation funding from both the Provincial and Federal governments and also secures additional funding from sponsors, foundations and donors to sustain and implement programs and operations along with earned revenues.

The new agreements build on the strong relationship between the City of Maple Ridge and the Arts Council. These agreements also support ongoing efforts to build a stable foundation for the long-term viability of the ACT Arts Centre. The changes for consideration to the proposed operating and lease agreements are as follows:

1. Operating/Section 4c – added force majeure clause as per legal advice to recognize the impact of an event beyond reasonable control such as the COVID-19 pandemic and can relieve the parties from performing contractual obligations when such circumstances occur.

2. Section 5 - the recommended budget increase for the renewed Agreement with the Arts Council reflects the increased funding allotment in the five-year Financial Plan for an annual operating grant of:

   - Year One - $787, 751 (increase of $13,838)
   - Year Two - $801,866 (increase of $14,115)
   - Year Three - $816,263 (increase of $14,397)

   This equates to an increase of approximately 2% per year, net of the $80,000 lease amount, and falls within the existing funding envelope.

3. Section 8 - Arts Centre Business Advisory Committee - updated to reflect the collaboration and partnership between the Arts Council and the City to address matters referred to it by the Society and/or City from time to time. In addition, this Advisory Committee takes into consideration representation based on established criteria that may include representatives with skills, expertise, experience, diversity and age, as appropriate to the task along with scope. It also recognizes the advisory nature of the committee with no legal authority over the Society or City, both of which are independent organizations.

4. Section 9 [r]– the City and Society support having qualified and competent persons to perform work as required at the Arts Centre in the core areas of management and operation including the theatre, arts programming, art gallery and operating maintenance and at a level similar in quantity and quality to those provided in communities of similar size in the Province of British Columbia which provide similar resources for such services as are included in this Agreement, subject to available resources for all of the above.

5. Section 9 [p] – as part of good governance, the Society will support integrity, financial accountability, and compliance with all statutory and contractual requirements and will be responsive to the needs of the community. The Society will demonstrate a commitment to collecting and using community feedback to improve effectiveness, process and outcomes that benefit our community and stakeholders.

6. Section 11 – increased the accumulated operating surplus level from $150,000 to $350,000 to ensure the Society can withstand potential financial hardships. Best practice for non-profits is to maintain a reserve of 25-50% of annual operating expenses. In this case, 25% minimum would equate to $499,000 for the Arts Centre operations with pre-COVID19 numbers.

   Increased the level of the City's Arts Centre Equipment Reserve ("ACER") that is held in trust for equipment replacement, renovations and maintenance by 50% to recognize the increasing scope of day-to-day operating repairs and maintenance in an aging facility and account for inflation over the past 10+ years. The higher level makes provisions for unexpected repairs, maintenance and capital equipment.

Based on guidance from the City's Corporate Controller and auditors, section 11c has been clarified to identify the different categories of monies received or fundraised by the Society that will remain the assets of the Society. The audited financial statements will also include disclosure to identify fundraised amounts.

7. Lease –a minor adjustment was made to the City's access of the ACT Arts Centre providing the City with more flexibility by removing "black out" dates and negotiating based on availability.

The Art Gallery Advisory Committee recently completed its work after reviewing the community survey results and feedback from residents, artists and arts groups for the past nine months and provided its recommendations to the Board. The Board supported the recommendation and passed a resolution to re-instate gallery management services in a phased approach when financially feasible 2021-2022 (Attachment C). The Advisory Committee, Board and staff recognize the value of the art gallery program and the level of expertise needed to coordinate and operate the program. Advisory Committee members included representatives from local arts groups and practicing artists including Garibaldi Arts Club, Art Studio Tour, Whonnock Weavers and Metis artist Lisa Shephard. It was chaired by Linda King, Board member with resource support from Arts Council and City staff.

b) Desired Outcome:

To provide Maple Ridge residents with cost effective programs and services and continued support for the ACT Arts Centre in the delivery of arts and culture services. A robust and engaged cultural sector contributes towards an increased sense of community, pride, volunteerism, and an enhanced local economy that attracts tourists and participants and improves quality of life for residents and businesses.

c) Strategic Alignment:

Entering into a new operating agreement with the Arts Council aligns with the 2010 Parks, Recreation and Culture Master Plan by ensuring partnerships are well defined, operated, supported, valued and evolving and the Cultural Plan (2019).

d) Citizen/Customer Implications:

The continued programs and services administered by the Arts Council will provide positive cultural opportunities, education and citizen engagement in arts, culture and heritage, which contributes to a safe, vibrant, and livable community.

e) Business Plan/Financial Implications:

The renewed Operating Agreement aligns with the City's practice of working closely with non-profit societies through agreements for the cost-effective and efficient provision of cultural services. The Financial Plan includes a provision for this Agreement, which is also consistent with the contract budget in the Financial Plan.

CONCLUSION:

The Maple Ridge Pitt Meadows Arts Council provides leadership to the cultural sector and has demonstrated its ability to operate and manage the ACT Arts Centre by providing a high caliber of cultural programs and services for residents and visitors of Maple Ridge. Renewing the Operating Agreement and Lease for 2021 - 2023 is recommended and is within the funding envelope in the Financial Plan, which takes into consideration a modest inflationary increase and ensures a sustainable service to the community and building for the future post pandemic.

Prepared by: **Yvonne Chui**
Manager, Arts and Community Connections

Reviewed by: **Catherine Nolan, CPA, CGA**
Corporate Controller

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

Reviewed by: **Trevor Thompson, BBA, CPA, CGA**
Director of Finance (CFO)

Approved by: **Scott Hartman**
General Manager, Parks, Recreation & Culture

Concurrence: **Al Horsman**
Chief Administrative Officer

Attachments:

A) 2021 - Maple Ridge Pitt Meadows Arts Council Lease Agreement
B) 2021 - Maple Ridge Pitt Meadows Arts Council Operating Agreement
C) 2021-04-29 Arts Council Board Resolution on recommendation from Art Gallery Advisory Committee

ARTS CENTRE LEASE

This LEASE dated as of this 1st day of January 2021

BETWEEN:

CITY OF MAPLE RIDGE, a Municipality incorporated under the laws of the Province of British Columbia, having its offices at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the "Landlord") OF THE FIRST PART

AND:

MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL, a Society duly incorporated under the *Societies Act* of the Province of British Columbia under number S-9295, and having an office at 11944 Haney Place Maple Ridge, B.C., V2X 6G1

(the "Tenant") OF THE SECOND PART

WHEREAS:

A. The Landlord is the fee simple owner of that certain building having a municipal address of 11994 Haney Place, shown on the sketch plan attached hereto as Schedule "A", and known as the Arts Centre, Theatre and Gallery and herein referred to as "the Premises".

B. The Tenant wishes to Lease the Premises from the Landlord and the Landlord wishes to grant this Lease to the Tenant.

NOW THEREFORE in consideration of the covenants and the Premises, the Landlord hereby Leases the Premises to the Tenant for the Term on the terms and conditions set out in this Lease:

1.0 INTERPRETATION

1.1 Rights And Obligations

All the Landlord's and Tenant's rights and obligations under this Lease will apply throughout the Term, subject to extension or abridgement according to the terms of this Lease.

1.2 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.

1.3 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.

1.4 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.

1.5 Definitions

In this Lease:

(a) **"Additional Rent"** means:

(i) all other amounts due and payable by the Tenant hereunder other than Basic Rent, whether or not specifically referred to as Rent;

(ii) all monies to be paid by the Tenant to the Landlord pursuant to the Arts Centre Operating Agreement and all costs, expenses, losses and damages suffered by the Landlord as a result of any breach of the Arts Centre Operating Agreement by the Tenant.

(b) **"Arts Centre Operating Agreement"** means that certain Agreement made between the Tenant and the Landlord, made as of the 1st day of January 2021, annexed hereto as Schedule "B".

(c) **"Basic Rent"** as of any particular time means the net basic rental provided for in this Lease as specified in Section 3.2 of this Lease together with any other and additional amounts which are herein expressed to be added to and made part of Basic Rent, other than Additional Rent.

(d) **"Commencement Date"** means the 1st day of January 2021.

(e) **"Day" or "Days"** means a calendar day or calendar days.

(f) **"End of the Term"** means the day that is the last day of the Term of this Lease, being December 31, 2023.

(g) **"Event of Delay"** means any event or circumstance, regardless of whether it was foreseeable, that prevents a party from performing any of its obligations under this Lease, other than an obligation to pay money, a party that uses reasonable efforts to do so, except that an Event of Delay will not include a party's financial hardship, an increase in prices, or a change of law.

(h) **"Government Body"** means any municipal, provincial, federal, school, or other public statutory authority, or department or agency thereof.

(i) **"Hazardous Substances"** means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

(i) radioactive materials;

(ii) explosives;

(iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;

(iv) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:

(A) endangers the health, safety or welfare of persons or the health of animal life;

(B) interferes with normal enjoyment of life or property;

(C) causes damage to plant life or to property; or

(D) toxic substances; and

(v) substances declared to be hazardous or toxic or special waste under any law or regulation now or hereafter enacted or promulgated by any Government Body having jurisdiction over the Landlord, the Tenant or the Premises.

(j) **"Landlord's Capital Replacement Fund"** means the fund established by the Landlord to provide a source of funds to implement the Landlord's Capital Replacement Plan.

(k) **"Landlord's Capital Replacement Plan"** means the capital replacement plan prepared by the Landlord for the Premises, for those improvements constructed or installed by the Landlord to the Premises.

(l) **"Facility Service Level Guidelines"** refers to an operational document that further defines the obligations of Landlord and Tenant for the Premises and Facility, which may be updated by mutual agreement of both parties from time to time.

(m) **"Landlord's Lands"** means the lands legally described as:

Lot 118, Except Firstly: Part subdivided by Plan 68843, Secondly: Part Subdivided by Plan LMP46699 and Thirdly: Part Subdivided by Plan LMP46997, District Lot 398 and 401, Group 1, NWD, Plan 60552.

(n) **"Lease"** means this document and the attached schedules.

(o) **"Leasehold Improvements"** means all improvements, alterations, partitions, or fixtures from time to time installed for or by the Tenant in the Premises, except for furniture and readily removable trade fixtures and equipment which are not hard wired or plumbed.

(p) **"Operating Expenses"** means all costs and expenses in connection with the operation and maintenance of all or any portion of the Premises and, without restricting the generality of the foregoing, includes all costs relating to insurance, life safety systems, charges for water, gas, air conditioning, electricity and other utilities, salaries and wages and all independent service contracts and supplies incurred in cleaning, maintenance, garbage collection and disposal, operation, security, repairs, renovations and maintenance of all portions of the Premises and operating systems excluding heating, ventilation and air conditioning.

(q) **"Premises"** means the building located on a portion of the Landlord's Lands as more particularly delineated in dimensional heavy black lines shown on the plan attached hereto as Schedule "A" together with all replacements, alterations, additions, changes, improvements or repairs thereto.

(r) **"Prime Rate"** means the annual percentage rate of interest established from time to time by the Bank of Montreal or any successor thereto as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate.

(s) **"Rent"** means collectively, Basic Rent and Additional Rent.

(t) **"Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties, and excises whatsoever which are now or may hereafter be levied, imposed, rated, charged or assessed upon or with respect to the Premises, or any part thereof or any personal property of the Landlord used therefore whether levied, imposed, rated, or assessed by any government body or otherwise, and whether or not now customary or in the contemplation of the parties on the date of this Lease and all interest and penalties relating thereto. Without restricting the generality of the foregoing, Taxes shall include all:

(i) real property taxes, general and special assessments, and capital taxes;

(ii) taxes, fees, levies, charges, assessments, rates, duties, and excises for transit, housing, schools, police, fire, or other governmental services, or for purported benefits to the Premises;

(iii) local improvement taxes, service payments in lieu of taxes, and taxes, fees, levies, charges, assessments, rates, duties, and excises, however described, that may be levied, rated, or assessed as a substitute for, or as an addition to, in whole or in part, any property taxes or local improvement taxes;

(iv) costs and expenses, including legal and other professional fees and interest and penalties on deferred payments, incurred by the Landlord in contesting or appealing any taxes, assessments, rates, levies, duties, excises, charges, or other amounts as aforesaid; but Taxes shall exclude all of the following:

(i) income tax under Part I of the *Income Tax Act* (Canada) as it existed on the Commencement Date to the extent that such taxes are not levied in lieu of such Taxes; and

(ii) the Tenant's Taxes.

(u) **"Tenant's Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties, and excises which are now or 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 or relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture, and movable partitions owned or installed by the Tenant at the expense of the Tenant or being the property of the Tenant.

(v) **"Term"** means a term of 3 years starting on January 1, 2021.

(w) **"Utility Costs"** shall mean all charges for water, gas, telephone, electric light and power, and all other utilities and services used on or in respect of the Premises or any part thereof, whether separately metered to the Premises or as allocated by the Landlord, acting reasonably to the Premises together with all costs and charges for all fittings, machines, apparatus, meters, and any other thing leased or supplied in respect thereof and all costs and charges for all work and services performed by any corporation, authority, or commission in connection with such utilities and services in respect of the Premises, whether separately charged to the Premises or allocated by the Landlord, acting reasonably, to the Premises.

1.6 Currency

All references to money are to lawful currency of Canada.

1.7 Severability

If any provision of this Lease is prohibited, it will be severed and will not invalidate or render unenforceable the balance of the provisions which will continue in full force and effect.

1.8 Governing Law

This Lease will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.9 Construction

Singulars will include plurals and masculine will include feminine and neuters, and vice-versa. If the word *"including"* is used, the words "without limiting the generality of the foregoing" will be deemed to follow. Headings are for convenience of reference only.

2.0 EARLY POSSESSION AND DEMISE

2.1 Early Possession

If the Tenant uses or occupies the Premises before the Commencement Date, the provisions of this Lease including the obligation to pay Rent pro-rated as described in section 3.5, will apply, provided however the Term will be calculated by reference to the actual Commencement Date.

2.2 Demise

In consideration of the rents, covenants and agreement hereinafter reserved and contained on the part of the Tenant to be respectively, paid, observed and performed, the Landlord does demise and Lease to the Tenant for the Term and upon the conditions herein contained.

3.0 BASIC RENT AND ADDITIONAL RENT

3.1 Paying Rent

The Tenant will pay Rent when due and payable hereunder without deduction, abatement, or set-off.

3.2 Basic Rent

The Tenant will pay the Landlord Basic Rent in the amount of Eighty Thousand Dollars ($80,000.00) per annum in monthly installments of Six Thousand Six Hundred Sixty Six and Sixty Six cents ($6,666.66) on the first day of each month of the Term, the first of such payments to be made on the Commencement Date.

3.3 Additional Rent

3.3.1 The Tenant will pay all Additional Rent on the last day of each month unless other times for its payment are expressly set out in this Lease. If the Tenant fails to pay any Additional Rent, as and when due, the Landlord will have the same remedies for its collection as it has for recovering Basic Rent in arrears. If the Tenant fails to pay any sum which the Tenant is obliged to pay, then subject to Section 9.1, the Landlord may pay it and it will then be a debt owing by the Tenant to the Landlord.

3.3.2 The Tenant shall pay or cause to be paid all Utility Costs, Tenant's Taxes 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.

3.4 Interest on Arrears

When the Rent, or any other amounts payable hereunder by the Tenant to the Landlord shall be in arrears, such amounts shall bear interest, including interest on overdue interest at the greater of (i) the Prime Rate plus 1.5% per annum calculated monthly not in advance and (ii) 5%, from the date due until paid irrespective of whether or not the Landlord has demanded payment. The Landlord shall have all the remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest shall not prejudice or affect any other remedy by the Landlord under this Lease.

3.5 Irregular Periods

If the Term begins or ends other than on the first or last day of a month or if the first or last fiscal period or tax period is less than 12 months, Rent for any broken month or broken period will be pro-rated at a rate per day equal to 1/365 of the annual Rent.

3.6 Applicable Taxes

The Tenant shall pay, in addition to any other amounts due in hereunder, those Taxes (if any) properly assessed and levied in accordance with law by any Government Body and all taxes on such sums which fall due under this Lease, including without limitation, Goods and Services Tax and Social Services Tax in the manner and at such times as are required by law. The Tenant acknowledges that all amounts referred to in this Lease are gross amounts, net of tax, and that all taxes are in addition to those amounts and are not included in them.

3.7 Delinquent Taxes

If the Tenant shall in any year during the Term fail to pay the Tenant's Taxes pursuant to section 3.3.2 or other applicable taxes pursuant to section 3.6, when due the Tenant shall thereupon pay interest on such overdue amounts at the rates prescribed or established by the applicable legislation or Government Body, from the date due until paid irrespective of whether the Landlord has demanded payment.

4.0 THE PREMISES

4.1 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 in accordance with the terms herein and the terms of the Arts Centre Operating Agreement;

(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 an arts centre for arts and culture programs and services pursuant to the Arts Centre Operating Agreement;

(e) use and operate the facilities and the services existing within the Premises in a first class manner in keeping with the standards maintained by other similar facilities in the Metro Vancouver region;

(f) not let the Premises remain vacant for more than four consecutive Days;

(g) not cause any waste or damage to the Premises;

(h) not let the Premises become untidy or unsightly, and at the end of each day leave them in such condition that they are clean and tidy;

(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; and

(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:

(iii) 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;

(iv) 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

(v) 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 4.1(g), 4.1(h), 4.1(i), 4.1(j), 4.1(l), and 4.1(n) inclusive shall survive the End of the Term;

(p) to make the Premises available to the Landlord for its functions at mutually agreed upon times when the Tenant does not require the Premises for scheduled programs and rentals during non-prime times. Specifically, the Landlord shall have access to the Premises as follows:

- Booking, at no charge, for municipal events and programs:
  i) One use of the full Premises per year including main stage theatre and breakout rooms; and
  ii) Three studio theatre uses per year; and

- Booking at a discounted rental fee at government rates negotiated between the two parties for additional bookings.

The Landlord will not sublet or rent the Premises to a third party. The Landlord shall reimburse the Tenant for any out of pocket or hard expenses incurred, beyond those costs normally covered in the rental fee, resulting from the Landlord's use of the facility (e.g. tech crew, front of house, janitorial staff). The Landlord's staff liaison will be the assigned representative to communicate the Landlord's use requests with designated Tenant staff.

4.2 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.

4.3 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.

4.4 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.

5.0 DISPOSITIONS

5.1 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 of the Premises to be used and occupied under license to third parties for scheduled programming and rentals as a community arts and culture facility.

5.2 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.

5.3 Mortgaging

The Tenant shall not mortgage or charge this Lease, or otherwise encumber its leasehold interest in the Premises, or any part thereof and will not charge, mortgage or otherwise pledge its fixtures, chattels, furniture, or equipment used and located on the Premises.

6.0 REPAIRS, RENOVATIONS. DAMAGE AND EXPROPRIATION

6.1 Landlord's Tangible Capital Replacement

(a) The Landlord's obligation to repair or replace the Premises is restricted to those obligations and requirements set out in the Landlord's Capital Replacement Plan and further defined in the Facility Service Level Guidelines. With respect to any tangible capital replacement, the Landlord shall cause such repair or replacement to be undertaken in accordance with the Landlord's Capital Replacement Plan utilizing the Landlord's Capital Replacement Fund. If any tangible capital replacement is required for the Premises, the Landlord shall cause such replacement to be commenced in the case of an emergency, as soon as practical and otherwise within 60 Days after the Tenant's notice to repair and the Landlord will repair, restore and make good such replacement and proceed diligently thereafter to the completion thereof. Both parties will review capital requirements in the inventory list at least annually to update and amend as needed.

Landlord's Structural Facility Repairs

(b) The Landlord is responsible for structural facility repairs, roofing and replacement of heating, plumbing, air conditioning, electrical and ventilating systems, with a lifecycle of beyond five years and exterior glass, exterior repainting and replacement of exterior signage and floor replacements shall be funded from the capital reserve established by the Landlord for that purpose.

6.2 Tenant's Repairs

The Tenant will keep the Premises in a good and reasonable state of repair and maintenance as a prudent and reputable multi-year tenant in accordance with the operating plan and manual and with the maintenance plan and manual, all of which were delivered by the Landlord to the Tenant and further defined in the Facility Service Level Guidelines. The Tenant will also keep the Premises in good and reasonable repair, consistent with the standards for comparable facilities in the Greater Vancouver Area, 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, interior painting, and minor repairs, except for the capital replacement costs and structural facility repairs to the Premises set out in the Landlord's Capital Replacement Plan.

6.3 Inspection and Access

With 48 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).

Short notices may occur from time to time and the tenant will not unreasonably withhold access to the facility when needed.

6.4 Tenant 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.

6.5 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.

6.6 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 *lis pendens* registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law.

6.7 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 6.5 or 6.6 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.

6.8 Tenant's Negligence and Liability

Despite section 6.1, 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's Capital Replacement Plan.

6.9 Damage or Destruction

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

6.10 Expropriation

If during the Term the whole of the Premises or any material part of the Premises shall be taken or expropriated by any public authority, then the obligation of the Tenant for the payment of rent and other charges beyond the date of vesting of title to the Premises in the public authority or the date upon which the public authority will have the right to the possession of the Premises, whichever is earlier (herein called the "expropriation date") will cease and following the due settlement by the expropriating authority of such awards as may be payable as a result of the expropriation, this lease and all right, title and interest of the Tenant hereunder will terminate, effective as of the expropriation date. If during the Term a part of the Premises is so taken or expropriated and the remainder of the Premises is sufficient to allow the Tenant to reasonably efficiently carry on its normal business operations, then this Lease will continue in full force and effect, save and except that the Tenant will be liable for rent in respect of the part of the Premises so taken only up to the expropriation date and thereafter the Rent and other charges payable hereunder will be reduced proportionately in the reasonable determination of the Landlord on a square footage basis. All compensation and damages awarded by the expropriating authority with respect to the taking of the Premises or part thereof including any payment for diminution in value of the remainder of the Premises will belong to the Landlord and the Tenant will only be entitled to receive such compensation or damages as it may claim and recover from the expropriating authority in respect of the loss of occupancy, interruption and tenant's fixtures.

7.0 SURRENDERING PREMISES AND REMOVING FIXTURES

7.1 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 7.2.

7.2 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.

7.3 Survival

The Tenant's obligations in this Section 7.0 will survive the End of the Term.

8.0 LIABILITY-INDEMNIFICATION AND INSURANCE

8.1 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.

8.2 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.

8.3 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.

8.4 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.

The Tenant will obtain all such insurance in at least those amounts set out in Section 8.4 (a) 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:

(e) include the Tenant and the Landlord with respect to the insurance policy specified in Section 8.4(a) as named insureds;

(f) 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;

(g) provide that the insurer will give the Landlord 30 days' prior written notice of cancellation, material alteration or lapse of any policy; and

(h) 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.

8.5 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.

9.0 PERFORMANCE OF TENANT'S COVENANTS, DEFAULT, BANKRUPTCY AND TERMINATION

9.1 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.

9.2 Right of Re-Entry on Default or Termination

If and whenever:

(a) the Tenant fails to pay any Rent after it is due and after five Days' notice of late Rent from the Landlord; or

(b) 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;

(c) the Tenant ceases to be or operate as a not-for-profit entity;

(d) this Lease is terminated under any provision hereof;

(e) the Landlord has become entitled to terminate this Lease; or

(f) 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 9.2 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 9.10.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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

9.10 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.

10.0 GENERAL PROVISIONS

10.1 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.

10.2 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.

10.3 Exhibiting Premises

The Landlord, during normal business hours, may exhibit the Premises to prospective tenants during the last 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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: Municipal Clerk

(b) to the Tenant:
Maple Ridge and Pitt Meadows Arts Council
11944 Haney Place
Maple Ridge, British Columbia V2X 6G1
Attention: The President

Any notice, request, or demand will be presumed, if mailed, to have been received five 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.

10.8 Time of Essence

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

10.9 Registration

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

10.10 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 covenanter, 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.

10.11 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.

SCHEDULE A

PREMISES

SCHEDULE "B"

ARTS CENTRE OPERATING AGREEMENT

Schedule "B"

ARTS CENTRE OPERATING AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2021

BETWEEN:

CITY OF MAPLE RIDGE 11995 Haney Place, Maple Ridge, B.C. V2X 6A9 (the "City of Maple Ridge")

(the "City")

OF THE FIRST PART

AND

MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL, a Society duly incorporated under the Societies Act of the Province of British Columbia and registered under number S-9295, having an office at 11944 Haney Place, Maple Ridge, B.C., V2X 6G1

(the "Society")

OF THE SECOND PART

WHEREAS:

A. The City of Maple Ridge provides recreation services to residents through the Parks, Recreation and Culture Department and works with community partners to meet these needs;

B. The City of Maple Ridge and the Society have entered into a Lease dated for reference first day of January 2021 (the "Lease") with respect to the building located at 11944 Haney Place, Maple Ridge, legally described as part of PID: 001-041-967, Lot 118 Except: Firstly: Part Subdivided by Plan 68843; Secondly: Part Subdivided by Plan LMP46699; Thirdly: Part Subdivided by Plan LMP46997; District Lot 398 and 401 Group 1 New Westminster District Plan 60562 and known as Maple Ridge Arts Centre, Theatre and Gallery (the "Arts Centre");

C. The City and the Society desire to provide for the co-ordination and provision of arts programs and services for the benefit of the residents of Maple Ridge and to provide for the operation of the Arts Centre, Theatre and Gallery (collectively the "Arts Centre") all as particularized in Part II of this Agreement (the "Operations");

D. The operator of the Arts Centre must be a leadership organization that will play a key role to strengthen community arts groups, artists and the cultural sector; to build community wide connections and networks and to encourage an understanding of arts and culture in creating a healthy, vibrant community.

E. The Society operates as a not-for-profit member based organization governed by a Board of Directors and managed by professional staff dedicated to promoting and encouraging appreciation for the arts as stated and outlined in the Society's Constitutional Purposes

(attached hereto as Schedule A). It has the capacity to align activities, programs and operations with the Society's Constitution.

F. The City is prepared to pay an operating grant to the Society for managing and operating the Arts Centre and towards the provision of some cultural programs and services.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and of other good or valuable consideration provided for herein (the receipt and sufficiency whereof is hereby acknowledged by each of the parties), the parties hereto agree as follows:

PART I - LEASE

Grant

1. The parties confirm that the City of Maple Ridge as owner of the Arts Centre has granted a Lease to the Society of the Arts Centre for a **term of three years commencing the 1st day of January 2021.**

Cross Default

2. Without limiting any terms of the Lease, if and whenever the Society is in default of any of its covenants and agreements in Part II or Part III of this Agreement to the City of Maple Ridge, such default may be treated by the City, in its sole and unfettered discretion, to be a default by the Society under the Lease and the City of Maple Ridge may exercise all its rights and remedies for default pursuant to the Lease including, without limitation, termination and re-entry.

Parking

3. The City will negotiate with the Society to provide access to random (non-exclusive) parking passes for underground parking within the parameters set for this program, for use only by staff and volunteers of the Society, subject to the same terms and conditions (including parking fees) followed for parking passes assigned to City of Maple Ridge staff.

Termination

4. The parties agree that:

   a. in addition to any terms of the Lease, termination of this Agreement whether by notice, effluxion of time or by operation of law shall operate as a termination of the Lease; or

   b. if the Lease is terminated for any reason, the parties agree to negotiate a new Agreement to reflect the changed circumstances and reduced operating responsibilities for the Society under this Agreement, including reducing the amount of Operating Funds payable under this Agreement.

   c. Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations

as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such an event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters, acts of war, governmental restrictions put in place to combat pandemics (including by the City) that render delivery of the Services impossible, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds 60 Business Days, the other party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

On termination of the Agreement, the City shall only be responsible for the payment of the services provided under the Agreement up to and including the effective date of any termination. Termination shall not relieve the Society of its warranties and other responsibilities relating to the Services performed or money paid.

PART II – OPERATIONS AND FUNDING

Operating Funds

5. The City agrees to pay to the Society the following funds to manage and operate the Arts Centre and towards the provision of some cultural programs and services in accordance with and subject to the terms and conditions outlined in the Agreement:

   a. For the 2021 calendar year, an annual amount of $787,751 to be paid in equal monthly installments on the first day of each month;
   b. For the 2022 calendar year, an annual amount of $801,866 to be paid in equal monthly installments on the first day of each month; and
   c. For the 2023 calendar year, an annual amount of $816,263 to be paid in equal monthly installments on the first day of each month.

(collectively, the "Operating Funds")

For clarity, the calculation of the Operating Funds described above includes a net annual amount of $80,000 to offset the cost of the annual rent under the Lease and $2,000 for the Access Pass Program noted in section 9(m).

All Operating Funds payments shall be subject to deduction of any amounts paid by the City under this Agreement on behalf of the Society, and of any amounts owed by the Society to the City.

Conditional Entitlement

6. The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City's annual budget and approval by Council. The City shall budget for the Operating Funds; however, it is understood and acknowledged that if the Operating Funds budgeted by the City are reduced, the City and the Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society under this Agreement. The City will act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society.

City's Covenants

7. The City agrees:

   a. to assign a staff liaison (the "Staff Liaison") designated by the City who shall attend the meetings of the Board of Directors of the Society and the general meetings of the Society including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Society;

   b. the Staff Liaison shall be the manager of this Agreement on behalf of the City;

   c. to appoint one member of Council selected by the Mayor as a non-voting liaison to the Society's Board of Directors and permit the councillor to attend regular meetings of the Board of Directors;

   d. to provide to the Society advertising space in its Parks, Recreation & Culture Guide (the "Guide") equivalent to the space customarily provided for arts programs and services in past issues of the Guide and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicise the Society's programs and services through the distribution of the Guide and any other avenues that may be available and appropriate;

   e. to accept registrations for the programs described in paragraph 9 (i) and in accordance with the policies and procedures described in paragraph 9(n) and to remit such registration fees (net) to the Society at a mutually agreed upon schedule; and

   f. to provide access to all City parks, recreation & culture facilities for the Society's arts programs at no cost, waiving base rent and pending availability. The Society will be responsible for any additional expenses incurred by the City beyond base rent (e.g. set up and tear down). For uses other than art programs, the City will provide access to City parks and leisure recreation facilities other than the Arts Centre in accordance with current booking and scheduling policies and procedures, and to charge the Society in accordance with the current fees and charges policy (see website www.mapleridge.ca), noting that the Society shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Society will be responsible for any additional related expenses in operating a program from any of these facilities.

8. The City and Society may establish an Arts Centre Business Advisory Committee for limited periods in circumstances outlined in Schedule B and may appoint such members as outlined in Schedule B to such Committee. Any Committee established under this section 8 will function in accordance with the Terms of Reference attached to this Agreement as Schedule B, and in

accordance with any other conditions and terms of reference determined by the City and Society from time-to-time.

Society's Covenants

9. The Society agrees with the City:

a. to manage and operate the Arts Centre in accordance with this Agreement and the Lease for the intended purposes of the Arts Centre including arts and recreational programs, visual art exhibitions, social gatherings, meetings, presentations, small conferences, events, rentals, gallery shop, and for no other purpose save and except that which may be approved by the City from time to time. The Society will establish operating policies and procedures for its operations in line with its strategic plan;

b. to provide cultural programs and services which will be functioning primarily within the City's geographic area of jurisdiction, within the limits of available resources;

c. to deliver arts and cultural programs and services that take into consideration the City's strategic priorities, including community spirit and pride;

d. when developing cultural programs and services, to take into consideration a community development approach to provide member arts groups, community groups, school district, business and individuals the opportunities to connect, link, learn together, share assets and common interests, network and co-create through arts and culture where possible;

e. to actively participate in collaborative planning opportunities and city-wide initiatives related to arts and culture (e.g. committees for programming, promotions, volunteerism, public art, artist in residence, cultural planning, mapping, assessments and community development) that align with City's policies, vision and goals for the community and partners at large and the Society's goals within available resources;

f. to provide equal and reasonable opportunity for access to and use of the Arts Centre to all local organizations whether or not they hold membership in the Arts Council;

g. to allow local artists and arts groups reasonable access to and use of the Art Centre's exhibition and performance spaces and programs that supports the growth of local artistic expression and opportunities;

h. to participate with the City to negotiate in good faith with the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) for use of the Arts Centre on an "as available" basis based on current rate schedule.

i. to plan, promote and coordinate arts learning programs and services, including in the areas of theatre, arts programming, art gallery, and diverse cultural activities and educational programming, for all age groups, in similar variety, quantity, and quality to those provided in communities of similar size in the Province of British Columbia which provide similar resources for such services as are included in this Agreement. Further, the City recognizes that funding beyond the Operating Funds provided by the City under this Agreement is required to undertake all programs, operations and services, however other sources of funding will not be used to duplicate funding provided by the City;

j. within the Society's available resources, to conduct surveys and evaluations and compile and analyze statistics and data on programs, services and operations to inform and meet strategic and business planning processes, monitoring and reporting requirements;

k. to work with agencies, organizations and businesses involved in the delivery of arts, recreation and educational services to the residents of the community to ensure a commitment to a collaborative approach to quality programming while providing the most competent, cost effective delivery system to the community;

l. to advertise the cultural programs in the City's Parks, Recreation & Culture Guide in accordance with all deadlines and standards established by the City for the production of the Guide in addition to utilizing other appropriate advertising methods;

m. to provide low cost access to programs and services to the best of the Society's ability. This includes the provision of subsidized access for individuals referred through the City's Access Program to a level that maintains similar subsidized access as has occurred in previous years. An allotment of $2,000 per year has been included in the Operating Funds to offset the Access Pass Program portion of the Society's financial access initiatives;

n. to require participants to register in programs using the current computerized registration system or future systems yet to be determined in accordance with the current City's Parks, Recreation & Culture registration policies, deadlines and operational procedures, as appropriate and applicable;

o. to include provision for appropriate levels of training and professional development opportunities for the Board of Directors, staff and volunteers of the Society within available resources in the Society's annual budget as part of best practices for a non-profit organization and in accordance with the Society's governance policy;

p. to use good board governance practices and procedures including understanding of fiduciary duties. As part of good governance, the Society will support integrity, financial accountability, and compliance with all statutory and contractual requirements and will consider the needs of the community. The Society will demonstrate a commitment to collecting and considering community feedback to improve effectiveness, process and outcomes that benefit our community and stakeholders;

q. to apply and maintain appropriate human resources management practices for non-profit organizations of similar size, scale and scope including:

(i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations;

(ii) appropriate levels of supervision for all direct and partnered activities and programs; and

(iii) fostering a culture of inclusivity by applying broad recruitment efforts and professional services where appropriate including the use of a professional recruiting firm to assist in the recruitment of the Society's executive director should that position become vacant at any time during the term of this Agreement.

r. to support having qualified and competent persons to perform work as determined by the Society's strategic plans in the core areas of management and operation including the theatre, arts programming, art gallery and operating maintenance;

s. to seek funding from diverse sources including grants, sponsorships and fundraising endeavours to support operations, programs and services as part of best practices and sustainability;

t. to adhere to and align with identified City policies and procedures for civic owned facilities to the best of the Society's abilities and resources (e.g. safety, community development, volunteerism, criminal records check) as set out in Schedule E;

u. to operate the Arts Centre in an efficient, effective and sustainable manner that takes into consideration the long-term viability of the Arts Centre;

v. to acknowledge the City's support for the Society, its programs and activities as applicable in appropriate communications and promotional materials used to promote these activities and where space permits. The Society shall provide such acknowledgement by using the logos and/or names of the City in accordance with prescribed standards;

w. to maintain the Arts Centre and the operating equipment contained therein in a clean and safe condition at all times and in good working order, excepting normal wear and tear. The Society shall have exclusive and absolute care, custody and control of the Arts Centre and the equipment contained therein during the terms of this Agreement. The equipment shall remain the property of the City of Maple Ridge with the exception of the Grotrian Steinweg concert grand piano and those chattels listed on Schedule "D" which are acknowledged to be the property of the Society. Details of capital replacement between the City and Society are outlined in the Lease;

x. To obtain and maintain during the term of this Agreement, at the Society's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Society, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than $5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail, and shall name the City of Maple Ridge and the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) as additional insured parties and shall provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party. In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Society and the Society hereby appoints the City as the Society's lawful attorney to do all things necessary for that purpose;

y. To deliver a copy of each insurance policy required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance on request by the City;

z. To maintain its status as a Society in good standing with the Registrar of Companies for the Province of British Columbia and to function in accordance with the policy attached hereto as Schedule "F";

aa. To maintain an open membership which will ensure all citizens of Maple Ridge may become members of the Society;

bb. Not to amend the Constitution or the Bylaws of the Society without first informing the City of the intended amendment;

cc. To restrict exclusive bookings of all or any part of the Arts Centre to no more than two continuous months in duration without written permission of the City having been first obtained, it being understood that the Society shall still be bound to perform all its obligations under this Agreement and the Lease;

dd. Not to suffer, permit or allow any unlawful activities or conduct or any nuisance to exist nor suffer, permit or allow any conduct or activity that is in breach of the Human Rights Code;

ee. To possess, occupy, use and operate the Arts Centre in accordance with all the terms and conditions of any licenses issued by any governmental authority;

ff. To obtain and keep current all permits and licenses required by law to be obtained to operate the Arts Centre and to fulfill the Society's obligations; and

gg. To permit the Staff Liaison and the City's representatives to attend meetings of the Society's Board of Directors.

Business Plan, Financial Statements, Arts Centre Equipment Reserve and Accumulated Surplus and Capital Improvement Fee

10. The Society must provide to the City:

(a) a detailed strategic plan and a budget each year no later than September 1st, for the operation of the Arts Centre, and for the delivery of the Operations, programs and activities for review by the Staff Liaison (attached as Schedule C). The strategic plan and budget will be in alignment with the City's vision and goals for community partners operating civic-owned facilities and will inform the City's annual business plans;

(b) an Annual Report presentation each October following the Society's AGM to the City including:

(i) audited financial statements including disclosure to identify fundraised amounts as noted in section 11c; and

(ii) annual statistics on Arts Centre use, program and participation attendance numbers for scope of programs and services offered, volunteer information and other relevant data;

(c) Reporting on the City's requirements listed in section 9 during the term;

(d) Three-year comparative statistics including projected year, based on the Society's fiscal year, provided to the Staff Liaison each fall for department business planning purposes; and

(e) A projected three-year budget (e.g. 2021-2023) at the time of renewal.

11. The parties agree that:

(a) Annual surpluses of the Society shall form part of the Accumulated Surplus for use by the Society as a Board-restricted operating reserve as follows:

i) the Society's capital assets or capital improvement funds do not form part of the Accumulated Surplus;

ii) until the amount in the Accumulated Surplus reaches $350,000 or a minimum of three months of operating expenses, all annual surpluses shall be recorded as unrestricted net assets and remain the property of the Society;

iii) in any year that the amount in Accumulated Surplus is below $350,000, the annual surpluses in that year shall be applied firstly to accumulated surpluses sufficient to a maximum balance of $350,000. When, and in any year, the amount in Accumulated Surplus is $350,000 or more, the Society must deposit the annual surplus up to $100,000 with the City of Maple Ridge to be held by the City of Maple Ridge in an interest bearing Arts Centre Equipment Reserve ("ACER"); and

iv) where the accumulated surpluses exceed $350,000, and after $100,000 of any annual surplus for that year has been deposited in ACER, the balance of the annual surplus for that year must be divided equally between the Society and the City to be used as each sees fit;

(b) the Society may establish a Capital Improvement Fund (CIF), with funds collected from a per ticket fee or similar mechanism that is charged to patrons, to be used for the sole purpose of capital improvements to the Arts Centre. This fund shall be restricted for this purpose in the Society's books;

(c) monies received or fundraised by the Society remain the assets of the Society. These include:

i. All contributions from any source, including but not limited to individuals, foundations, corporations, partnerships, and societies.

ii. All sponsorships;

iii. All grant funding;

iv. All gifts or bequests that may be made to the Society;

v. Any income earned from any endowed funds;

vi. Any federal or provincial government contributions.

The annual surplus for any year will exclude all of the above monies received or fundraised by the Society. For example, if the surplus of revenues over expenses for the year is $100,000, and included in this amount is $60,000 of monies received or fundraised by the Society, the annual surplus for the purpose of section 11a of this Agreement will be $40,000.

The audited financial statements will also include disclosure to identify fundraised amounts as noted in 10b(i).

(d) the Society shall deposit any monies from annual surpluses/excess, other than CIF and amounts identified as fundraised or donated in the audited statement, for the purposes of capital expenditure or improvement in the ACER fund with the City of Maple Ridge or expensed towards mutually agreed upon capital, maintenance or improvement items to be purchased;

(e) capital equipment that becomes part of the infrastructure of the Arts Centre purchased by the Society becomes the property of the City of Maple Ridge;

(f) equipment purchased through grants applied for by the Society remain the property of the Society if required under the conditions of the respective grant and will become part of the equipment list attached as Schedule D;

(g) expenditures from ACER shall only be for Arts Centre equipment, mutually agreed upon maintenance and capital improvements, and shall be made by the Society following the Maple Ridge Purchasing Policy and reimbursed by the City of Maple Ridge upon provision of receipt for same; and

(h) if any equipment previously purchased with ACER funds is sold by the Arts Council, the Society will deposit proceeds from such sale with the City of Maple Ridge in the ACER fund at time proceeds are received.

Indemnity

12. The Society will:

(a) release the City and agrees not to sue the City of Maple Ridge in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the City to perform its obligations under this Agreement; and

(b) indemnify, defend and save harmless the City, their elected officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits, liability, demands, actions, proceedings, costs (including legal costs), damages and expenses whatsoever, by whomsoever brought arising from:

(i) any breach, violation, default or non-performance by the Society of any provision of this Agreement;

(ii) any act, omission, or negligence of the Society, its officers, directors, members, contractors, volunteers or others of the Society

(iii) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the Arts Centre or the Operations of the Society.

The indemnity contained in this agreement survives the expiry or earlier termination of this Agreement.

PART III – GENERAL PROVISIONS

13. The parties agree:

a. this Agreement shall come into effect on January 1, 2021, and shall expire and cease to be binding on the parties on December 31, 2023, provided that 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;

b. the terms of this Agreement may be reviewed and revised with the mutual consent of all parties;

c. the City has not made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Society other than those contained in this Agreement;

d. nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statues, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Society;

e. wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;

f. the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;

g. nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Society as anything other than an independent contractor;

h. no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;

i. no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled or unless written consent or approval relating to the specific matter has first been obtained. Nor prior consent or approval and no condoning, excusing or overlooking by the City on previous occasions when such consent or approval was required shall be taken to operate as a waiver of the necessity for such consent or approval wherever required;

j. if upon the expiry of the term of this Operating Agreement on December 31, 2023, the Society continues to occupy and operate the Arts Centre, the City may, at its discretion,

continue to pay the monthly Operating Fund amounts then in effect, and upon acceptance of the same by the Society each month, this Operating Agreement shall continue to be binding on the City and the Society on a month-to-month term, and during such over holding, the notice period shall be 30 days.

k. time shall be of the essence of this Agreement; and

l. this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written.

THE CITY OF MAPLE RIDGE
in the presence of:

Authorized Signatory

Witness

Corporate Officer
Title

Date

Authorized Signatory

Title

THE MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL
in the presence of:

Authorized Signatory

Witness

Title

Authorized Signatory

Title

Date

Schedule "A"
SOCIETY'S CONSTITUTIONAL PURPOSES

MAPLE RIDGE
PITT MEADOWS
ARTS
COUNCIL

October 2013

'SOCIETIES ACT' CONSTITUTION AND BY-LAWS
OF
MAPLE RIDGE PITT MEADOWS ARTS COUNCIL
(Article 1 = name of Society)

ARTICLE 2 - PURPOSES

The purpose of this Society shall be to increase and broaden the opportunities for citizens to enjoy and to participate in cultural activities, and shall include the following activities:

1. To provide for the coordination and provision of visual, literary and performing arts opportunities for the benefit of residents of the region.
2. To stimulate and encourage the development of cultural projects and activities.
3. To render service to all participating groups.
4. To act as a clearinghouse for information on cultural projects and activities.
5. To foster interest and pride in the cultural heritage of this community.
6. To enlist public interest and promote public understanding of cultural groups to the community.
7. To bring to the attention of civic, provincial and federal authorities the cultural needs of this community.

Additional Purpose – to be voted upon October 15, 2013 at the Societies AGM

8. To provide scholarships to students in the SD#42 catchment area pursuing education in the arts.

Schedule "B"

ARTS CENTRE BUSINESS ADVISORY COMMITTEE
TERMS OF REFERENCE

(a) The Arts Centre Business Advisory Committee (Committee) will provide advice to the Society on matters referred to it by the Society and the City.

(b) The Committee will be formed at the request of the City and Society and meet as needed to complete a specific task. The Committee will report on a regular basis to the Society's Board of Directors on its progress and provide advice and recommendations on the task assigned. Such matters may include but shall not be limited to the following:

- tourism and other economic development opportunities
- business and financial planning
- organizational changes and re-structuring
- new or emerging business practices in the arts sector

(c) Committee membership will be established collaboratively by the City and Society who shall nominate one or two members each to the Committee.

(d) The Committee shall be made up of no fewer than three and no more than seven appointees who shall be appointed at the beginning of each project. Additional appointees from the community will be recruited based on establishing criteria and may include representatives with skills, expertise, experience, diversity and age, as appropriate to the task. The duration would be determined by the Committee to complete the task and timeline for reporting to the Society's Board. The Committee shall select its own chair at its first meeting.

(e) The City's Staff Liaison to the Society, the Executive Director of the Society or a designate may attend meetings to observe and provide information.

(f) The Society will provide support to the Committee, preparing agenda and minutes in cooperation with the Committee Chair.

(g) The Committee will provide a brief written report to the Board and City at regular meetings and its recommendations, findings and alternatives. The Board and City will consider recommendations and findings and/or alternatives as appropriate in consultations between the Board and City. The Committee will dissolve upon completion of the task.

Schedule "C"

STRATEGIC PLAN 2019-2021

See attached document.

Schedule "D"

LIST OF EQUIPMENT OWNED BY THE SOCIETY

[September 2014]

MRPM Arts Council Property List:

- Grotian-Steinweg Concert Grand Piano
- Portable sound system
- Ben Q small Projector
- 50" Panasonic TV
- Antique Trunk
- 1 Skutt Electric kiln
- Rolling clay box
- Print Dryer
- Glass oval table
- 13" MacBook Pro laptop computer
- 2 Lenovo ThinkPad laptop computers
- Office furniture, supplies and computers for 5 staff
- Kitchen appliances, furniture, and dishes

Schedule "E"

CITY OF MAPLE RIDGE POLICIES

Name	Policy No.	Date Approved
Automatic External Defibrillator (AED) Policy *	P126	March 13, 2014
Criminal Records Check Policy	5.03	July 5, 1993
City of Maple Ridge Purchasing Policy	5.45	Nov. 10, 2004
Recreation Access Policy	4.23	June 13 2017
Volunteers Policy*	P127	Sept. 11, 2014

*PLSC policies transitioned to CMR policies in 2018.

Schedule "F"

CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO AN OPERATING AGREEMENT

1. That the group maintain its status as a registered Society in good standing with the Provincial Registrar of Companies.

2. That the purposes of the Society listed in its Constitution encompass the programs and services for which the agreement is being entered into.

3. That the Society dissolution clause in its Constitution identify that the assets of the Society shall go to a local organisation with similar purposes or to the appropriate local government authority (to the City of Maple Ridge) upon dissolution of the Society.

4. That the Society's Bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organisation at a reasonable annual cost.

5. That the Society's Bylaws provide for regular (annual) elections to the Board of Directors from the Membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). The by laws should also provide for a maximum number of terms a member may serve on the Board before stepping down for at least one term.

6. That an audited financial statement be presented to the City on an annual basis if the operating grant is for an amount over $75,000 annually. If the operating grant is for a smaller amount a statement must be presented which is subject to audit at the discretion and expense of the City.

7. That a detailed annual report of the programs and services provided to the community by the Society be provided to the City.

8. That the books and records of the Society are available to the City or its representatives for inspection at any time upon 24 hours notice having been provided requesting such notice.

9. That any changes to the Constitution or Bylaws of the Society be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.

10. That the Society prepares and presents a three-year financial plan for its operations to the City on an annual basis.

Resolution of the Maple Ridge Pitt Meadows Arts Council Board of Directors

Recommendation of the Art Gallery Advisory Committee to the Board of Directors of the Maple Ridge and Pitt Meadows Arts Council, April 26, 2021

The Art Gallery Advisory Committee recommends that the Maple Ridge Pitt Meadows Arts Council plan and budget for an anticipated engagement of staff curatorial gallery management similar in scope to what was in place prior to the advent of COVID, in the 3rd fiscal quarter of the Arts Council's fiscal year 2022.

Rationale for recommendation:

- Currently there are commitments to present exhibitions from September 2021 through June 2022. Part-time administrative staff and one guest curator will carry the Arts Council through the 2021-2022 season.
- According to industry representatives meeting with the Public Health Office on a regular basis, the anticipated timeline of returning to full allowable capacity and operations for venues in BC like The ACT Arts Centre is forecasted to be no earlier than 2022 and will be dependent on the distribution and effectiveness of vaccines in the general population.
- Staff curatorial gallery management is recommended to be in place with sufficient time to budget for and program future gallery exhibitions beginning in the 2022-2023 season.
- Community feedback has been overwhelmingly positive to the exhibits of the 2020/2021 season. The surveys also show a strong commitment to the Art Gallery as well as support for local artists.

  It was noted that members of the committee represented not only individual artists but community groups: Garibaldi Arts Club, Arts Studio Tour, Whonnock Weavers.

The MRPM Arts Council passed a unanimous motion at its April 26 Board meeting to accept the recommendation of its Art Gallery Advisory Committee to plan and budget for an anticipated engagement of staff curatorial gallery management similar in scope to what was in place prior to the advent of COVID, in the 3rd fiscal quarter of the Arts Council's fiscal year 2022.