

City of Maple Ridge

COUNCIL WORKSHOP AGENDA
June 11, 2019
1:30 p.m.
Blaney Room, 1st Floor, City Hall

The purpose of the Council Workshop is to review and discuss policies and other items of interest to Council. Although resolutions may be passed at this meeting, the intent is to make a consensus decision to send an item to Council for debate and vote or refer the item back to staff for more information or clarification. The meeting is live streamed and recorded by the City of Maple Ridge.

REMINDERS

June 11, 2019
Council Meeting

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **ADOPTION OF MINUTES**
 - 2.1 Minutes of the June 4, 2019 Council Workshop Meeting
3. **PRESENTATIONS AT THE REQUEST OF COUNCIL**
4. **UNFINISHED AND NEW BUSINESS**
 - 4.1 **Integrated Stormwater Management Plans**

Presentation by Glen Shkurhan, Urban Systems Limited

Staff report dated June 11, 2019 providing information on the scope of Integrated Stormwater Management Plans (ISMPs) as well as work completed to date and next steps.

4.2 Building Department Update

Presentation by Stephen Cote-Rolvink, Chief Building Official

4.3 Agri-Food Hub: Update

Staff report dated June 11, 2019 providing an update on the work done to-date on building community capacity for a Maple Ridge Food Hub.

4.4 Backyard Hens: Options Report

Staff report dated June 11, 2019 recommending the preparation of a report with the pilot program process to permit the keeping of backyard hens in residential areas of Maple Ridge.

4.5 Pitt Meadows Airport (YPK) – Bylaw Revisions

Staff report dated June 11, 2019 recommending that revisions to the Pitt Meadows Airport (YPK) bylaw be approved.

Note: Item 4.6 is for information and discussion only. It is on the June 11, 2019 Council Meeting agenda as a decision item under 800 Unfinished Business

4.6 Award of Contract, Garibaldi Secondary School Sports Court Renovation

Staff report dated June 11, 2019 recommending that the June 11, 2019 Council Workshop report titled "Award of Contract, Garibaldi Secondary School Sports Court Renovation" be forwarded to the next Council meeting.

5. CORRESPONDENCE

The following correspondence has been received and requires a response. Staff is seeking direction from Council on each item. Options that Council may consider include:

- a) Acknowledge receipt of correspondence and advise that no further action will be taken.*
- b) Direct staff to prepare a report and recommendation regarding the subject matter.*
- c) Forward the correspondence to a regular Council meeting for further discussion.*
- d) Other.*

Once direction is given the appropriate response will be sent.

5.1 City of Victoria – Provincial Support of Libraries

Letter dated May 29, 2019 from Lisa Helps, Mayor, City of Victoria requesting support from BC municipalities regarding a resolution to restore Provincial support for libraries.

5.2 Upcoming Events

By Invitation to Mayor and Council

June 13, 2019 3:00 pm to 6:00 pm	ARMS Annual Summer BBQ Organizer: Alouette River Management Society (ARMS)
June 13, 2019 6:30 pm to 8:00 pm	Municipal Advisory Committee on Accessibility and Inclusiveness (MACAI) Awards Evening, Council Chambers, Maple Ridge City Hall, Maple Ridge Organizer: MACAI
June 18, 2019 11:00 am to 1:00 pm	National Indigenous Peoples Day, Fraser Regional Correctional Centre for Men, 13777 256 Street, Maple Ridge Organizer: Fraser Regional Correctional Centre

General Community Events

June 15, 2019 9:00 am to 2:00 pm	Haney Farmers Market, Memorial Peace Park, Maple Ridge Organizer: Haney Farmers Market
June 16, 2019 9:00 am to 6:00 pm	Car Free Day, 224 Street, Maple Ridge Organizer: Downtown Maple Ridge Business Improvement Association (MRBIA)
June 16, 2019 11:00 am to 1:00 pm	Father's Day Fish Release, Maple Ridge Park, 23200 Fern Crescent, Maple Ridge Organizer: Alouette River Management Society (ARMS)

Maple Ridge Graduation Ceremonies

June 11, 2019 7:00 pm	Ridge Meadows College Riverside Centre, 20575 Thorne Avenue, Maple Ridge
June 13, 2019 5:00 pm	Garibaldi Secondary School Gateway Community Church, 2884 Gladys Avenue, Abbotsford
June 19, 2019 5:00 pm	Samuel Robertson Technical Hard Rock Casino: 2080 United Boulevard, Coquitlam
June 26, 2019 7:00 pm	Westview Secondary School Hard Rock Casino: 2080 United Boulevard, Coquitlam

6. **BRIEFING ON OTHER ITEMS OF INTEREST/QUESTIONS FROM COUNCIL**

7. **MATTERS DEEMED EXPEDIENT**

8. **ADJOURNMENT**

Checked by: 

Date: June 7/19

City of Maple Ridge

COUNCIL WORKSHOP MINUTES

June 4, 2019

The Minutes of the City Council Workshop held on June 4, 2019 at 2:30 p.m. in the Blaney Room at City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT	Appointed Staff
Elected Officials	K. Swift, Acting Chief Administrative Officer
Mayor M. Morden	D. Boag, Acting General Manager Parks, Recreation & Culture
Councillor J. Dueck	C. Carter, General Manager Planning & Development Services
Councillor C. Meadus	D. Pollock, General Manager Engineering Services
Councillor G. Robson	L. Benson, Director of Corporate Administration
Councillor R. Svendsen	T. Thompson, Chief Financial Officer
Councillor A. Yousef	Other Staff as Required
	D. Pope, Director Recreation & Community Engagement
ABSENT	C. Crabtree, Chief Information Officer
Councillor K. Duncan	D. Cooke, Information Technology
	C. Goddard, Director of Planning
	B. Elliott, Manager of Community Planning

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

1. APPROVAL OF THE AGENDA

R/2019-330

It was moved and seconded

That the agenda for the June 4, 2019 Council Workshop Meeting be amended with the addition of Item 5.1 Cell Tower Installation – Davison Farm and that the agenda as amended be approved.

CARRIED

2. MINUTES

2.1 Minutes of the May 28, 2019 Council Workshop Meeting

R/2019-331

It was moved and seconded

That the minutes of the Council Workshop Meeting of May 28, 2019 be adopted as circulated.

CARRIED

2.1

3. *PRESENTATIONS AT THE REQUEST OF COUNCIL*

3.1 Recreation & Community Engagement Department Update

The Director of Recreation & Community Engagement provided a presentation highlighting the various areas of the department, accomplishments and metrics for past activity and work to be undertaken later this year.

4. *UNFINISHED AND NEW BUSINESS*

Note: The Mayor requested that the agenda items under Section 4 Unfinished and New Business be reordered. The item numbers have been adjusted and the minutes reflect the actual order of business.

4.1 Open Government Portal – Enhancement for Families and Seniors

The Chief Information Officer provided an update outlining the Business Permit application. She highlighted the Mapping Portal, a Chat Bot and an Engagement Hub as the three emerging areas on the Open Government Portal.

Note: Councillor Meadus joined the meeting at 3:15 pm

4.2 Strategic Communications Program

Staff report dated June 4, 2019 recommending that the City of Maple Ridge retain the services of Laura Balance Media Group to develop a strategic communications program for the City's Social Housing Plan and that \$30,000 be allocated from the Community Safety Initiatives Reserve for this communications program.

The Director Recreation & Community Engagement reviewed the report.

R/2019-332

It was moved and seconded

That the City of Maple Ridge retain the services of Laura Balance Media Group to develop a strategic communications program for the City's Community Safety Initiatives; and further

That \$30,000 be allocated from the Community Safety Initiatives Reserve for the development of the strategic communications program and that this be included in the next Financial Plan amendment.

CARRIED

4.3 **Review of Policy and Zoning Options for Affordable Housing**

Staff report dated June 4, 2018 recommending that staff prepare an options report regarding Community Amenity Contributions and density bonus zoning pursuant to Council direction.

The Director of Planning introduced the presentation.

The Manager of Community Planning gave a presentation providing information on affordable housing options through policy and zoning.

R/2019-333

It was moved and seconded

That the Density Bonus provisions in the Draft Zoning Bylaw be amended to eliminate the option of the provision of units; and that staff be directed to bring back more information on Community Amenity Contribution rates, including information on the rates used in neighboring municipalities.

CARRIED

5. **CORRESPONDENCE**

5.1 **Cell Tower Information Meeting**

Mayor Morden reported on proposed cell tower.

The General Manager Planning & Development Services provided details. She advised that a public information meeting will be hosted by Rogers Telecommunications on June 19, 2019 and that the proposed tower is to be located on the Davison Farm property at 22080 128 Avenue. She noted that the property is in the Agricultural Land Reserve and therefore a non-farm use application and related approvals will be required.

It was the consensus of Council that staff provide a report outlining the outcomes of the public information meeting.

6. **BRIEFING ON OTHER ITEMS OF INTEREST/QUESTIONS FROM COUNCIL**

7. **MATTERS DEEMED EXPEDIENT – Nil**

8. *ADJOURNMENT* - 4:40 p.m.

M. Morden, Mayor

Certified Correct

L. Benson, Corporate Officer

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Integrated Stormwater Management Plans

MEETING DATE: June 11, 2019
FILE NO: 11-5255-20-061
MEETING: Workshop

EXECUTIVE SUMMARY:

The effective management of rainwater protects public safety, the environment and property while supporting ongoing development. Recognizing the importance of managing rainwater, the Province mandated that local governments in Metro Vancouver develop Integrated Stormwater Management Plans (ISMPs) to review the current state of rainwater management and identify opportunities for its advancement. Accordingly, the City has retained engineering consultants Urban Systems Limited and Kerr Wood Leidal Associates to develop ISMPs for watersheds covering over 200 square kilometers within the City.

The purpose of this report is to inform Council on the scope of the ISMPs as well as work completed to date and next steps. To date, progress on ISMPs has included stakeholder consultation, data amalgamation, model development, identification of issues and the development of draft recommendations. Next steps towards completion of the ISMPs will involve review of model results, additional stakeholder and public consultation, further discussion and understanding of issues and opportunities, presentations to the Environmental Advisory Committee and presentation to Council for final review.

RECOMMENDATION:

This report is submitted for information.

DISCUSSION:

a) Background Context:

Effective rainwater management is central to safeguarding life and property, caring for the natural environment and supporting community growth. Modern rainwater management goes well beyond the basics of drainage through pipes and channels. It includes consideration of water quality, as well as maintaining flow in streams during dry weather and stream erosion. Rainwater management best practices and standards continue to evolve over time as the collective knowledge base grows and aspirations for flood mitigation and environmental stewardship continue to elevate. Rainwater management must also address the anticipated impacts of Climate Change (the City is currently working to adapt Metro Vancouver's projected rainfall intensities for application to drainage design work in Maple Ridge).

In 2002, the Province developed a document entitled *Stormwater Planning: A Guidebook for British Columbia* which promoted improved methodologies for managing rainwater. By 2006, the City of Maple Ridge was leading the implementation of these methods through the Watercourse Protection Bylaw. In 2015, the City's Engineering Design Criteria further established modern rainwater management practices in Maple Ridge. Now through development of Provincially mandated Integrated Stormwater Management Plans (ISMPs), the City will formulate recommendations to further enhance rainwater management in Maple Ridge.

The City is currently undertaking two ISMP projects covering over 200 square kilometers watershed area within the City. The first ISMP is being led by Urban Systems Limited while the second is being developed by Kerr Wood Leidal Associates. As indicated in Figure One, the land area covered by the two ISMPs comprises the watersheds of Kanaka Creek, Blaney Creek, the North Alouette River, the South Alouette River and an area tributary to the Fraser. Altogether, the ISMPs study areas cover 90% of the urban area¹ and 423 km of streams² in Maple Ridge.

The ISMPs are intended to achieve several goals. One goal is to provide an overview of drainage system capacity limitations and to prioritize infrastructure for further investigation and upgrades. As typical of cities with large service areas and infrastructure of varying ages, early indications from ISMP analysis is that a number of capacity concerns exist which will require addressing over time. The ISMPs are also expected to provide insight into how the City can optimize the amount of water infiltrated into soils and provide recommendations for enhancing localized detention and slow release of rainwater runoff to mimic natural conditions. The ISMPs will provide information on watershed health along with recommendations for improving water quality and erosion control. Ultimately, the ISMPs will offer a comprehensive review of the state of rainwater management in Maple Ridge and set forth recommendations for advancements.

Urban Systems Limited and KWL have made significant progress on the ISMPs:

- Stakeholder meetings have been held with representatives from the Alouette River Management Society, Alouette Valley Association, Kanaka Environmental Education Society, Metro Vancouver Parks and the development industry
- Internal stakeholders have been consulted including staff from Engineering, Operations, Parks, Planning, and the Building Department
- Local streams have been monitored for flow rate, biological diversity and chemical parameters
- Large amounts of information have been collected and synthesized pertaining to the environment, land characteristics, infrastructure and legislation
- A 3 dimensional conceptual groundwater computer model has been developed
- Stormwater conveyance computer models have been developed
- Overall watershed health has been evaluated
- Areas for improvement and optimization have been identified for discussion

Next steps include further review of model results, additional stakeholder and public consultation, further discussion and understanding of issues and opportunities followed by finalization of recommendations. It is proposed that the draft ISMPs be presented to the City's Environmental Advisory Committee and stakeholders for feedback before being presented to Council for final review.

¹ Not included in the Urban Reserve

² Not accounting for length of streams north of 144 Avenue

b) Desired Outcome:

The intent of this report is to provide Council with a status update on the development of ISMPs and identify next steps in advancing the initiatives.

c) Strategic Alignment:

The development of ISMPs is listed as a key action in Natural Environment Highlights section of the City of Maple Ridge Strategic Plan for 2019-2022.

d) Citizen/Customer Implications:

Citizens will benefit from the ISMPs as the plans will recommend programs and actions for enhancing the management of rainwater in Maple Ridge.

e) Interdepartmental Implications:

Internal stakeholders from the Engineering, Operations, Parks, Planning, and Building Department will continue to be consulted during the development of the ISMPs.

f) Business Plan/Financial Implications:

The creation of Integrated Stormwater Management Plans has been identified as a goal in Business Plans and is funded through existing Financial Plans. It is anticipated that future approvals to implement ISMP recommendations such as drainage system capacity upgrades and stream monitoring would impact future Financial Plans.

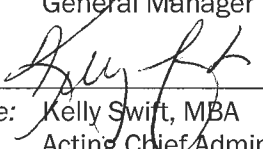
CONCLUSIONS:

Following Provincial mandate, the City is developing Integrated Stormwater Management Plans (ISMPs) that will provide recommendations to enhance the management of rainwater in Maple Ridge. ISMPs for the watersheds of Kanaka Creek, South Alouette River, North Alouette River and Blaney Creek as well as an area tributary to the Fraser River will be presented to the Environmental Advisory Committee for information and feedback and then presented to Council for final review.


Prepared by: Joe Dingwall, PEng
Manager of Utility Engineering


Reviewed by: Jeff Boehmer, PEng.
Acting Municipal Engineer


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


Concurrence: Kelly Swift, MBA
Acting Chief Administrative Officer

Attachments:

(A) Figure One – ISMP Areas

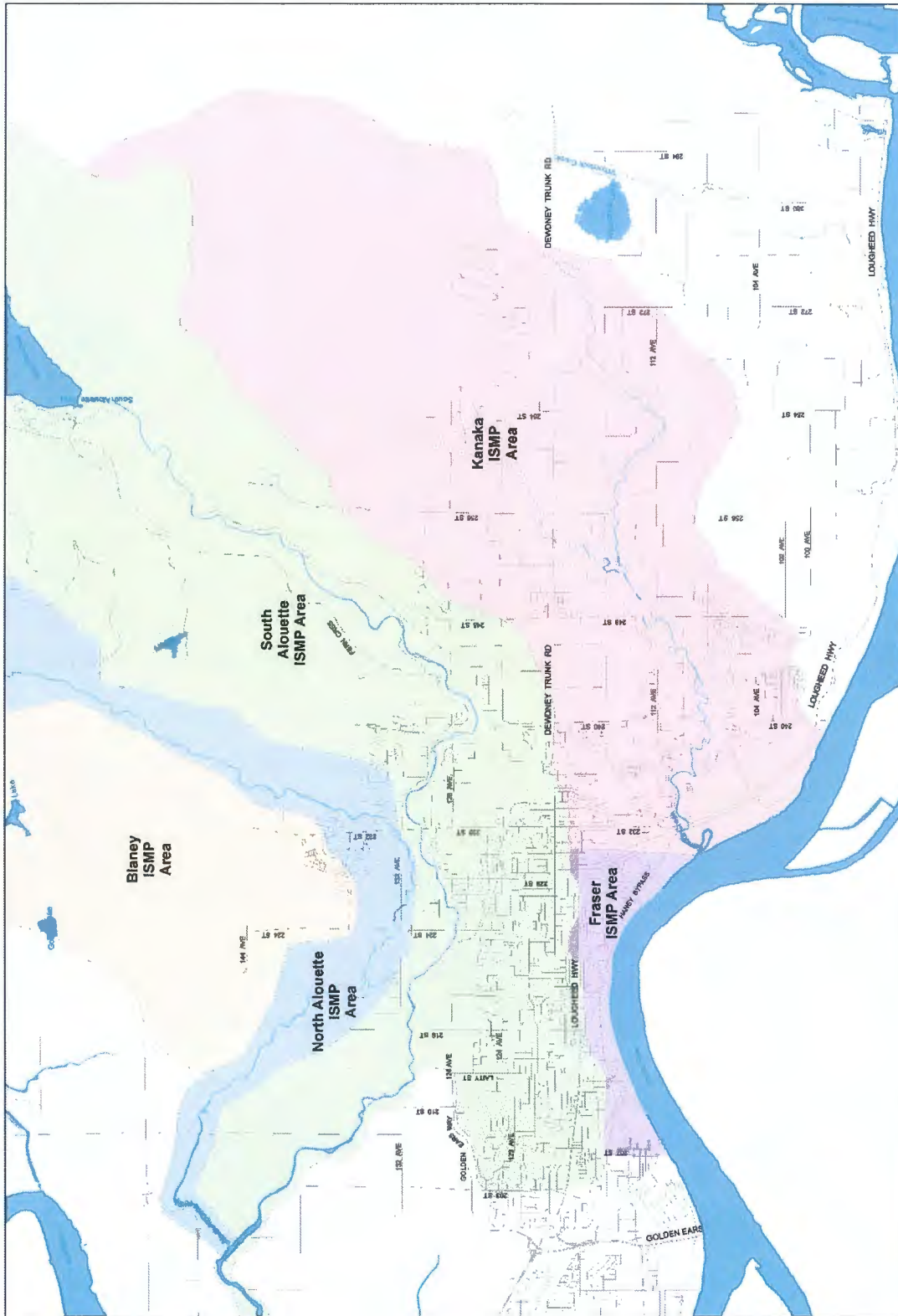


Figure One: ISMP Areas

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Agri-Food Hub: Update

MEETING DATE: June 11, 2019
FILE NUMBER: 2017-359-CP
MEETING: Council Workshop

EXECUTIVE SUMMARY:

As part of their Council directed 2017 and 2018 work plan, the Agricultural Advisory Committee (AAC) has been exploring the feasibility of an agri-food hub as a way to support small scale farming in the community as well as to facilitate job creation. A food hub is a centrally-located facility which aggregates, processes, and distributes agricultural products and would support the local farming community by potentially sharing, and therefore minimizing, the costs and other challenges compared to those of individual Maple Ridge farmers.

On November 27, 2018, the Maple Ridge Food Hub Implementation Plan was presented to Council. Council then directed the AAC to explore options to build community capacity for a food hub in Maple Ridge. This report provides an update to Council on the work done to-date on building community capacity for a Maple Ridge Food Hub.

RECOMMENDATION:

For information only.

BACKGROUND:

a) Background

On December 15, 2009, Council endorsed the Maple Ridge Agricultural Plan, prepared in collaboration with the Maple Ridge Agricultural Advisory Committee (AAC).

In 2013, work was undertaken with Pitt Meadows on a North Fraser Agri-Food Hub Feasibility Analysis. The work reviewed agrifood distribution hubs in North America and explored the potential demand and supply of Lower Mainland products.

On October 17, 2016, Council directed the exploration of a food hub in Maple Ridge as part of the 2017 AAC workplan through the following resolution:

That Option 2 identified in the report dated October 17, 2016 and titled "Agricultural Plan Facilitated Session – Next Steps" be selected as the basis for the Agricultural Advisory Committee actions in 2017, which includes:

- a) Preparation of Development Permit Area (DPA) guidelines to protect agricultural land;
- b) Exploration of the feasibility of an agro-industrial (food hub); and
- c) Evaluation of the remaining action items in Table 1 for Council consideration in the 2017 Business Planning process.

In the spring of 2017 a Request for Proposals was issued for consulting services to develop an implementation plan for a food hub in Maple Ridge. Building on the earlier studies, the intent of the work was to create an action-oriented business plan outlining how local farms could establish a food hub in Maple Ridge.

In the summer of 2017, with funding support from the Investment Agriculture Foundation of British Columbia, Upland Agricultural Consulting Ltd. was selected and engaged to develop an organizational or business framework, affirm potential supply and demand, and to determine if the food hub enterprise would have sufficient support within the community to be viable.

Over the fall of 2017, the consultant conducted research and stakeholder engagement to identify appropriate markets, review relevant regulations, determine workable governance options, as well as develop a draft implementation plan. At key project milestones, feedback from members of the AAC was submitted to the consultant via the AAC Staff Liaison. The draft Implementation Plan was available for community review over the summer of 2018.

At the October 25, 2018 AAC meeting, the Committee supported the final Maple Ridge Implementation Plan and recommended that the Plan be forwarded to Council.

On November 27, 2018, the Maple Ridge Food Hub Implementation Plan was presented to Council. Council then directed the AAC to explore options to build community capacity for a food hub in Maple Ridge.

This report provides an update to Council on the work done to-date on building community capacity for a Maple Ridge Food Hub.

b) Maple Ridge Context

The City of Maple Ridge has always had a strong agricultural sector. However, it also experiences unique challenges as many of the farms are under eight hectares (20 acres) and current farmers spend much of their time marketing and distributing, rather than farming. In addition, most farmland owners rely on primary income from other sources to offset land and home costs, making the time and effort required to market potential products another significant barrier. As well, because the farms are small, additional costs associated with processing and preserving facilities are difficult to justify, often resulting in the waste of unsold products and a limited season to market their products.

A food hub could support the local farming community by potentially minimizing costs and other challenges facing the City's farmers. A food hub is a centrally-located facility which aggregates, processes, and distributes agricultural products linking local producers with wholesale or retail buyers.

Recent trends indicate that the demand for local products is high, with noted increases in sales at farmers markets, restaurants and local retailers. Anecdotally, diners are seeking local options at Maple Ridge restaurants, and customers are asking for local produce at grocery stores. Demand for locally-sourced products is continuing to grow and is not only being noticed within Maple Ridge and the Lower Mainland but across North America, indicating a broader consumer support base for the local food movement.

With the intent of strengthening the local farming community, the primary goal of the Maple Ridge Food Hub project has been to develop an implementation plan for a shared facility that would help local farmers capitalize on the demand for local farm products.

Specifically, the Plan outlines the business model upon which local farms could implement and run a successful food hub in Maple Ridge. Such a food hub could reduce the time and money typically required of local farmers as a result of processing and distributing their respective products at one centralized location. Resources including staff and equipment would be shared by the operating group of farmers to lessen and distribute the often challenging costs of bringing products to market.

DISCUSSION:

a) Work To date

Following the November 2018 conversation with Council, members of the AAC have been building community connections to explore opportunities to have a Food Hub in Maple Ridge. Members of the AAC have aspired to take advantage of the momentum and local farming interest developed through the recent process to begin building community ownership of a Maple Ridge Food Hub concept.

For the March 28, 2019 AAC meeting, Roberta LaQuaglia of Vancouver Farmers Market Direct (VFM Direct) was invited to present to the AAC on the experiences, successes and lessons learned of the VFM Direct. VFM Direct utilizes a model similar to the business model identified and supported by the Maple Ridge Food Hub Implementation Plan. Following the presentation, potential synergetic opportunities with local community organizations were identified and further explored.

VFM Direct, through members of the AAC, were able to connect with the Maple Ridge Friends in Need Food Bank. The Maple Ridge Food Bank had been exploring new venue opportunities in order to expand the on-going work of their Perishable Food Recovery Program. Members of both organizations have been exploring ways to work together to meet the needs of the Perishable Food Recovery Program while also providing space for a Maple Ridge Food Hub. From these discussions it has been proposed that the Perishable Food Recovery Program could serve as the physical hub, at which local farmers would drop off their products. To that, the VFM Direct would then pick-up the products for sale and distribution.

While early in the process, the AAC is hopeful that the relationship between VFM Direct and the Food Bank will be fruitful. Discussions are still on-going, with many logistical questions outstanding, however the AAC recognizes and would continue to support the development of the community capacity necessary to establish a viable food hub opportunity for local farmers and producers in Maple Ridge.

b) Next Steps

The on-going discussions intend to identify interested parties that could take on the responsibility of moving the Maple Ridge Food Hub project forward, including the ownership of the Maple Ridge Food Hub, and outstanding operational and logistical considerations as well as potential funding and grant opportunities. This work is envisioned to take place throughout 2019, and will be reported back to Council at an appropriate opportunity.

AGRICULTURAL ADVISORY COMMITTEE:

The Agricultural Advisory Committee (AAC) has been a strong proponent of exploring the feasibility of a food hub for Maple Ridge farmers and has been working to implement one of the visions stated in the Maple Ridge Agricultural Plan. Specifically, a Maple Ridge Food Hub is intended to encourage sustainable farming opportunities that engages with local residents, attracts new entrants, and takes profitable advantage of local marketing opportunities.

At the October 25, 2018 AAC meeting, the Agricultural Advisory Committee passed a resolution supporting the Final Plan and recommended that it be forwarded to Council. The AAC wishes to acknowledge the support of the City of Maple Ridge and Investment Agriculture Foundation of British Columbia in the development of the Maple Ridge Food Hub Implementation Plan.

Throughout 2019, members of the AAC have been building community connections in order to support the development of a Food Hub in Maple Ridge.

STRATEGIC ALIGNMENT:

The development of a Food Hub for Maple Ridge farmers and producers has been identified in the 2019-2022 Strategic Plan under the Environment priority.

CONCLUSION:

With the intent of strengthening the local farming community, the primary goal of Maple Ridge Food Hub project is to develop an implementation plan for a shared facility that would be owned and operated by local farmers in an effort to reduce the time and financial costs by processing and distributing their respective products at one centralized location. This report provides an update to Council on the work done to-date on building community capacity for a Maple Ridge Food Hub.

"Original signed by Amanda Grochowich"

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

"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 and Development**

"Original signed by Kelly Swift"

Concurrence: **Kelly Swift, MBA
Acting Chief Administrative Officer**

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
MEETING DATE: June 11, 2019
MEETING: Council Workshop
SUBJECT: Backyard Hens: Options Report

EXECUTIVE SUMMARY:

In 2017, Council directed staff, in consultation with the Agricultural Advisory Committee (AAC), to develop a backyard chickens program that would permit the keeping of hens in residential areas.

Through 2018, the Agricultural Advisory Committee researched options to accommodate backyard hens in residential areas in Maple Ridge. Over the summer of 2018, members of the AAC and City staff attended community events to talk about backyard hens. Retitled as "Backyard Hens" for the purpose of community engagement, consultation activities revealed significant community interest in permitting the keeping of backyard hens in residential areas. Such outcomes were summarized in the report titled Backyard Hen Consultation Outcomes which was presented at the December 11, 2018 Council Workshop meeting.

Based on Council direction, this report outlines possible regulatory options, including a proposed pilot program, for incrementally permitting the keeping of backyard hens in Maple Ridge.

RECOMMENDATION:

That staff be directed to prepare a report with the Pilot Program process which would permit the keeping of backyard hens in residential areas of Maple Ridge as outlined in the report titled "Backyard Hens: Options Report", dated June 11, 2019, and that once prepared the Pilot Program be placed on an available Committee of the Whole Agenda.

BACKGROUND:

a) Council Direction and Work Done To-date

Based on a Council motion, Council received information on approaches used by other municipalities to accommodate backyard chickens in residential areas in the summer of 2017.

Exploring the keeping of chickens in residential areas was then added to the Agricultural Advisory Committee's (AAC) 2018 work plan on July 18, 2017, when Council directed:

That staff, in consultation with the Agricultural Advisory Committee, develop a backyard chickens program to permit the keeping of chickens in residential areas as identified under the Process section of the report entitled "Backyard Chickens – Discussion Paper" dated July 18, 2017.

Through that Staff report, it was suggested that the issue of permitting backyard chickens in the City's residential areas be presented to the community to assess the level of support for a possible program. Following the community conversations, staff would prepare a follow-up report summarizing the consultation results and potential next steps for Council's consideration.

Over the summer of 2018, members of the AAC and City staff attended community events to talk about backyard hens. Approximately 900 people completed the Backyard Hen Survey, with 90% of respondents identifying as Maple Ridge residents, making this one of the most successful City surveys to-date. With the feedback generally positive, and in recognition of the strong levels of public participation, there seems to be a recognized interest in exploring and possibly developing a backyard hen program for Maple Ridge. Such outcomes were summarized in the report titled Backyard Hen Consultation Outcomes which was presented at the December 11, 2018 Council Workshop meeting.

At the December 11, 2018 Council Workshop meeting, Council directed:

That staff, in consultation with the Agricultural Advisory Committee, be directed to prepare an Options Report to explore regulatory measures to permit the keeping of backyard hens in Maple Ridge.

DISCUSSION:

Based on Council direction, this report outlines possible regulatory options for permitting the keeping of backyard hens in Maple Ridge.

a) Keeping chickens in Maple Ridge

Currently, the keeping of chickens is considered an agricultural use and is permitted on agricultural zoned lots as well as in select circumstances on some residential lots (RS-1 and RS-2 when in the ALR, and on RS-3 when larger than 0.4 hectares). The current regulations permit the keeping of chickens on approximately 2,554 lots across the City, as demonstrated in the map of Appendix A.

The keeping of chickens is also currently regulated by the Maple Ridge Animal Control and Licencing Bylaw No. 6908-2012. The Bylaw requires that every owner of a poultry pen must ensure that the area is clean, sanitized, free of vermin, and that all excrement is removed at least once a day. In addition, the Wildlife and Vector Control Bylaw No. 7437 – 2018 regulates the prevention of wildlife attractants and vector control against the spread of diseases within the municipal boundaries of the City.

The issues regarding the keeping of chickens in urban residential areas tend to fall into three categories: noise, odour, and vermin/pests. A discussion with Bylaw and Licencing Services Department staff about backyard chickens identified that there have been a handful of complaints in previous years (e.g. 5 in 2015, 6 in 2016, 5 in 2017 and 1 in 2018). Bylaw complaints were on residential lots, none of which are designated ALR land, and generally the concerns are vermin and odour.

b) Updated municipal scan

As shown in Appendix B, at the outset of researching the keeping of backyard hens in the Metro Vancouver area in 2017, seven of the sixteen municipalities reviewed permitted backyard hens or chickens. Staff have since updated the municipal scan for 2019 and have found that twelve of the now twenty reviewed municipalities permit backyard hens or chickens. Changes were noted for the Districts of North Vancouver, West Vancouver and the City of Surrey. Staff have also had the opportunity to review the District's of Squamish and Saanich, who while not included in the 2017 review, adopted a backyard hen programme in 2014 and 2012, respectively.

A table summarizing the scan is available on the following page (Figure 1 – Summary of the Backyard Chicken Municipal Scan 2019).

Figure 1 - Summary of the Backyard Chicken Municipal Scan 2019

Municipality	Permitted	Number of Chickens	Size of Lot
Abbotsford	No		
Burnaby	No		
Chilliwack	No		
Coquitlam	No		
Delta	Yes	Up to 12 chickens	Minimum lot size 4000m ² (1 acre)
City of North Vancouver	Yes	Up to 8 hens, no roosters	Minimum lot sizes of 557m ² (6000 ft ²)
North Vancouver (District)	Yes (2016)	Minimum of 2 chickens and a maximum of 6 chickens	Any of the single family residential (RS) zones
New Westminster	Yes	Up to 8 hens, no roosters	Minimum lot sizes of 557m ² (6000 ft ²)
Pitt Meadows	No		The 2014 Pilot Programme had a minimum lot size of 409 m ² (4400 ft ²)
Port Coquitlam	No		
Port Moody	No		
Richmond	Yes	No limit on number	Minimum lot size 2000m ² (0.5 acres)
Surrey	Yes (2016)	Up to 4 hens Up to 12 chickens / acre	669m ² (7,200ft ²) - 1 acre 1 acre - 5 acres
Township of Langley	No		
West Vancouver (District)	Yes (2016)	Up to 6 chickens with 1 hen enclosure per lot	All single family zones
Vancouver	Yes	Up to 4 hens, no roosters	Minimum lot size 279m ² (3000ft ²)
Oak Bay	Yes	Up to 5 Up to 8 Up to 10	745 - 1,858m ² Up to 4,047m ² (1 acre) Over 4,047m ² (1 acre)
District of Squamish	Yes (2014)	Up to 5 hens	All zones
District of Saanich	Yes (2012)	Up to 5 chickens Up to 10 chickens	Minimum lot size 557m ² (6,000ft ²) Minimum lot size 1,114m ² (12,000 ft ²)
Victoria	Yes	No maximum, no roosters	No minimum lot size

Yellow highlights are municipalities that permit backyard hens but may not have been included in the 2017 Municipal Scan.

c) Possible Directions for keeping backyard hens

With the above context, a number of possible parameters have been identified to help frame any new regulations to permit the keeping of backyard hens in residential areas in Maple Ridge.

Number of Hens

It is intended that only a small number of hens (i.e. no roosters) would be permitted. Other Lower Mainland municipalities permit an average of 6 to 8 hens per household. Staff suggest a maximum of 4 hens and a minimum of 2 hens for Maple Ridge.

Only hens at least 4 months old would be permitted in order to eliminate regulatory requirements for incubation/hatching areas which would pose enforcement challenges as well as significantly limit or reduce erroneous chicken sexing as roosters are not proposed to be permitted.

Siting Requirements

The shape and siting of the hen enclosure is to be regulated. Hen enclosures are envisioned to include both the 'coop' and the 'runs' required for the keeping of hens.

Hen enclosures are proposed to be a maximum of 2 m (6.5 ft) in height. The coop should provide at least 0.4 m² (4ft²) per hen, providing that the floor area of the coop does not exceed 5 m² (54 ft²), while the run should provide at least 1 m² (10 ft²) per hen. The total maximum area for the hen enclosure is proposed to be 9.2 m² (100ft²).

The coop should provide the animals with a safe roosting area and should be able to be closed for the night and be built so as to exclude small predators. It is proposed that the coop would have an elevated wooden floor at least 0.3 m above grade or a concrete floor as well as at least one perch per hen that is at least 0.25 m in length and at least one nest box.

In addition, it is proposed that the hen enclosure could be enclosed by electric fencing, providing it is designed and maintained in accordance with the electric fencing guidelines of the WildSafeBC program developed by the BC Conservation Foundations. The District of North Vancouver implements a similar regulation.

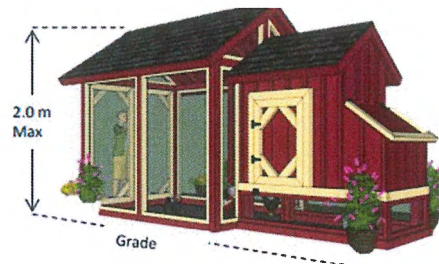
The hen enclosure is to be located at grade level and constructed so as to prevent the escape of any hens as well as access by other animals. The enclosure should be built in such a way as to exclude larger wildlife such as fox, coyote, and cougar even without the application of electric fencing.

Lastly, the hen enclosure should be located in the rear yard of the subject property, in an area that provides shade, direct sunlight, good drainage and protection from wind. The hen enclosure must also comply with a new set of setback regulations that would need to be developed as part of permitting the keeping of backyard hens in residential areas in Maple Ridge. The new setbacks are currently proposed as follows:

- Minimum 3.0 m (9.8 feet) from the rear lot line;
- Minimum 3.0 m (9.8 feet) from an interior side lot line;
- Minimum 3.0 m (9.8 feet) from an exterior side lot line;
- Minimum 3.0 m (9.8 feet) from a building.

These siting requirements are similar across many municipalities but tailored for the minimum lot sizes proposed for Maple Ridge (discussed below). An illustrated example of a hen enclosure from the City of Surrey is provided above (Figure 2).

Figure 2 - City of Surrey Hen Enclosure Example



Care Guidelines

It is recommended that participants understand and comply with the biosecurity procedures recommended by the Canadian Food Inspection Agency (CFIA). In addition, hen keeping must comply with all relevant City Bylaws, including the regulations of the City's Animal Control and Licencing Bylaw No. 6908-2012 and Wildlife and Vector Control Bylaw No. 7437-2018. As hens must be provided adequate food, water, shelter, adequate light and ventilation, veterinary care, and opportunities to scratch, dust-bathe, and roost, the National Farm Animal Care Council Code of Practice as well as the SPCA Standards for the raising and handling of egg-laying hens would be considered as the standard of practices for the care and handling of backyard hens.

Manure Disposal & End of Life Considerations

Manure may not be deposited in the municipal sewage or storm drain system, or compost manure in such a way as to allow manure to enter the municipal sewage or storm drain system. Rather, it is recommended that manure be kept for on-site compost or disposed of according to the resident's disposal company's regulation, a responsibility of the resident.

It is proposed that participants may not leave a deceased hen on a property that they own or occupy. Similarly, participants may not slaughter or euthanize a hen on the property as it is proposed that no slaughtering or euthanasia of the hens on the property would be allowed. Disposal can occur by delivering to a farm, abattoir, veterinarian or other facility that has the ability to dispose of hens lawfully. Bylaw Staff have indicated that the City would enforce these parameters, should complaints be received.

Permits & Fines

It is proposed that participants would need to permit their hens and hen enclosure through the Bylaw & Licencing Department. In addition, it would be required for interested participants to register for a Premises ID under the provincial Ministry of Agriculture. This program is an important part of a full animal traceability system. Collected information assists both industry and the government in the planning and management of animal disease outbreaks or other emergencies threatening animal or human health.

The City may also choose to implement a 'Good Neighbour' policy. Such an agreement would be a commitment to the City permit, in that they understand all of the best practices and care requirements by the resident permitted to keep hens in Maple Ridge and that they understand all of the best practices and care requirements. As local governments exercise powers delegated to them by the Province, a local government cannot re-delegate these powers. As such, the Good Neighbour policy or agreement is unable to include policy soliciting neighbour consent as a condition of approval.

Under Section 264 of the *Community Charter*, a local government is authorized to issue a municipal ticket on a number of enforcement items. Figure 3 (following page) illustrates the range of contraventions that the District of North Vancouver has chosen to enforce. In discussions with the Bylaw & Licencing Department, staff have indicated that the City could also adopt and enforce a similar list should complaints be received.

Figure 3 – District of North Vancouver Ticket Enforcement Example

Section number	Designated Expression (Short-Form Description)	
4(a)	Failure to register	6(a) Keeping roosters
4(b)	Failure to pay hen permit fee	6(b) Keeping juvenile chickens
4(c)	Improper enclosure	6(c) Keep more than six chickens
4(d)	Failure to maintain enclosure	6(d) Keep fewer than two chickens
4(e)	Failure to exclude other animals	6(e) More than one chicken enclosure
4(f)	Failure to properly secure food and water containers	6(f) Keep chicken in cage except for transport
4(g)	Failure to prevent obnoxious, unsafe or unhealthy conditions	6(g) Killing a chicken
4(h)	Failure to follow bio-security procedures	6(h) Burying a chicken
4(i)	Commercial use of chickens	6(i) Failure to dispose of dead chicken within one day
4(j)	Failure to secure chickens in coop	6(j) Improper disposal of dead chicken
4(k)	Failure to secure chickens in enclosure	6(k) Keep chickens or construct enclosure in front yard or side yard
5	Failure to have enclosure inspected	6(l) Deposit or permit manure in sewer or storm drain

Education & Awareness

Acknowledging the impacts that hen keeping may have on the neighbourhood, it is recommended that in-depth guidelines be distributed and available to those interested in keeping backyard hens. Guidelines would provide additional details on hen enclosure management, predator protections, as well as prevention and treatment of general illnesses and ailments. Other Lower Mainland municipalities that allow the keeping of hens in residential areas have developed guidelines for construction, and compiled resources presenting best practices. Guidelines would be compiled and made available prior to permitting the keeping of hens in residential areas.

Other Considerations

In addition to the proposed directions above, staff recommend prohibiting the sale of eggs, manure or other products. It is also proposed that the participant must reside on the lot with the proposed hen enclosure. Should the participant not be the registered owner of the property, written authorization from the owner would be required.

The table below (Figure 4) offers a summary of the proposed possible directions for the keeping of backyard hens in Maple Ridge as discussed above.

Figure 4 - Summary of Proposed Directions for the Keeping of Backyard Hens in Maple Ridge

Subject	Recommended Direction
Number and type of hens allowed	<ul style="list-style-type: none">• Maximum 4 hens per lot, at least 4 months old• No fewer than 2 hens• No roosters
Housing Requirements	<ul style="list-style-type: none">• Elevated• Treated Flooring• Entire structure must be roofed• Hens must remain enclosed at all times
Siting restrictions for hen enclosures	<ul style="list-style-type: none">• Maximum height 2.0 m (6.5 ft)• Maximum area 9.2 m² (100 ft²)
Basic Care	<ul style="list-style-type: none">• SPCA Standards for the raising and handling of egg-laying hens• National Farm Animal Care Council Code of Practice• City's Animal Control and Licencing Bylaw No. 6908-2012• City's Wildlife and Vector Control Bylaw No. 7437-2018
Pest Control	<ul style="list-style-type: none">• Enclosures must be kept in good repair, sanitary condition, and constructed to prevent access by other animals.• Food and water kept in coop at night• Manure / waste must be removed in a timely manner• Enclosures could have a properly installed and maintained electric fence set up around its perimeter according to WildSafe BC's Electric Fence Guidelines

Biosecurity	<ul style="list-style-type: none"> Understand and comply with biosecurity procedures recommended by the Canadian Food Inspection Agency (CFIA)
Permitting	<ul style="list-style-type: none"> City Permit Process Obtain a Premises ID from the provincial Ministry of Agriculture
Other Regulations	<ul style="list-style-type: none"> No slaughtering permitted No sale of eggs, manure, or other products Registrants must reside on lot with hen enclosure

d) Minimum Lot Size

During the summer of 2018, a community survey was available to obtain feedback on the proposed backyard hen program. The City received 900 responses, with 840 surveys completed in full. In the survey, respondents were asked to indicate what size of property might be most appropriate for the keeping of backyard hens (complete consultation summary results are available in the December 11, 2019 Council Workshop Report titled [Backyard Hens: Consultation Summary Report](#)). While responses were inconstant – some selected one, while others selected many – there was support for all three of the proposed lot sizes:

- Suburban Residential Properties (4,000 – 8,000 m² / 43,000 – 86,000 ft² / 1 – 2 acres).
- Large Urban Properties (1,200 – 2,000 m² / 13,000 – 21,500 ft² / 0.3 – 0.75 acres), and
- Mid-sized Urban Properties (600 – 1,000 m² / 6,500 – 10, 700 ft²/ 0.15 – 0.25 acres),

Many respondents also indicated that they would like to see even smaller lot sizes considered (e.g. 5,500 ft², 4, 500 ft² or even 3,000ft², such as in the City of Vancouver) for the keeping of backyard hens so that more residents would be able to participate.

Hearing this, staff conducted a lot size analysis. Under the current regulations permitted today, and as shown in Appendix A, approximately 2,554 lots are permitted chickens as an agricultural use. Using the lot size ranges of the survey, the results are as follows:

- Suburban Residential Properties (i.e. minimum lot size of 1 ac or 4,000m² or 43,000 ft²) would permit an additional 700 properties to keep backyard hens over and above the lots that currently permit the keeping of chickens as an agricultural use.
- Large Urban Properties (i.e. minimum lot size of 0.3 ac or 1,200 m² or 13,000 ft²) would permit an additional 2,300 properties from what is currently permitted today to keep backyard hens.
- Mid-sized Urban Properties (i.e. minimum lot size of 0.15 ac or 600m² or 6,500 ft²) would permit an additional 10,600 properties from what is currently permitted today to keep backyard hens.

Appendix C provides a copy of the three scenarios listed above for Council's consideration.

With the results of the lot size analysis, staff recommend an incremental approach and suggest at the outset that the keeping of backyard hens on residential property be permitted on lots with a minimum lot size of approximately 1,200 – 2,000 m² / 13,000 – 21,500 ft² / 0.3 – 0.75 acres (Large Urban Properties). Areas with smaller lot sizes – such as Albion, Silver Valley, and Hammond, would not be permitted backyard hens at this threshold. Should Council move to permit backyard hens in residential areas, the minimum lot size would be reviewed on a regular basis. This review process would permit future Council consideration to lower the minimum lot size, if deemed appropriate.

e) Regulatory Options for Keeping chickens in Maple Ridge

To implement the discussed regulations that support the keeping of hens in residential areas in Maple Ridge, staff have identified two options for Council's consideration. Both are premised on an incremental approach that would allow Council to phase in the proposed regulatory changes.

Option 1: Bylaw Amendments

As the keeping of backyard hens in residential areas is a use regulated through the Zoning Bylaw, new definitions and regulations would need to be developed and adopted into the City's existing bylaws. These new regulations, as a Zone Amending Bylaw, would be required to go through three readings of Council, Public Hearing, and final adoption. Other complementary existing City bylaws would also need to be amended in order to align with the Zoning Bylaw (e.g. bylaws overseeing animal control). Following the amendment process, the use would be permitted outright on all conforming lots, subject to the requirements discussed above.

By permitting backyard hens outright through the bylaw amendment option, the City would be afforded an opportunity to test community demand. As an outright permitted use, any residents interested in keeping backyard hens on conforming properties and complying with the regulations would be able to pursue the use by working with the Bylaw & Licencing Department through the proposed permitting process.

As discussed above, such bylaw amendments are part of a regular review process. Typically set at one year, staff review any impacts that the bylaw amendments may be having on the community and would offer recommendations at that time. A key aspect of this monitoring phase would be to track the number of community complaints received. Should there be many complaints prior to the annual review, staff would report back to Council as quickly as possible.

By initially permitting the use on Large Urban Properties (approximately 1,200 – 2,000 m² / 13,000 – 21,500 ft² / 0.3 – 0.75 acres), it affords the City an opportunity to consider a phased approach – if the use is successful on larger lots, the Council can consider permitting the use on Mid-sized or smaller lots at a later date.

Should a future Council remove backyard hens as a permitted use (through a zone amending bylaw) in residential areas, existing backyard hens would remain lawfully non-conforming until such time that the use is discontinued for a continuous period of six months. Change of ownership also does not end lawful non-conforming status as the identity of the user of land is not a matter that can be regulated through zoning.

Table 1 provides a summary of the positive and negative considerations of an outright bylaw amendment for the keeping of backyard hens in residential areas of Maple Ridge

Table 1 - Pros & Cons of Option 1: Bylaw Amendments

Outright Bylaw Amendments	
Pros	Cons
<ul style="list-style-type: none">• Opportunity to test community demand• All residents on permitted lots afforded the opportunity to keep backyard hens (subject to City permit and associated regulations)• Permits the City the possibility of a phased approach over time	<ul style="list-style-type: none">• Permitted backyard hens would remain lawfully non-conforming

Option 2: Pilot Program

Another option before Council, still recognizing that the keeping of backyard hens in residential areas is a use regulated through the Zoning Bylaw, would be to pursue a pilot program to permit the keeping of backyard hens for a limited number of properties in Maple Ridge. Through a pilot program, each interested resident would be required to go through a text amendment process on a case by case basis. Each property would be required to go through three readings of Council, public hearing, and final adoption.

Based on prior pilot programs undertaken by the City, staff acknowledge that such an approach can be time consuming and labour intensive for staff, noting the promotion, evaluation and selection process required to identify the program participants. That said, these text amendment bylaws would be brought to Council in batches so as to lighten the administrative burden of a pilot program.

A pilot program would permit an opportunity for the City to proof the concept prior to determining if an outright bylaw amendment is appropriate for the community. A pilot program would not necessarily test community demand, but could afford the City an opportunity to ensure City-side operations and procedures as well as inter-governmental communications are structured for effective delivery of a backyard hen programme.

At this time, should Council pursue the pilot program option, staff suggest a two-year pilot program that would be open to twenty households at the agreed upon minimum lot size. The minimum lot size is currently proposed at approximately 1,200 – 2,000 m² / 13,000 – 21,500 ft² / 0.3 – 0.75 acres (Large Urban Properties). Up to twenty households would work with Planning staff through the text amendment process and Bylaw & Licencing staff through the proposed permitting process.

Following the duration of the pilot program, Council could consider amending City bylaws to permit the keeping of backyard hens as an outright use. As well, should the backyard hen programme be successful, Council could consider lowering the minimum lot size permitted to keep backyard hens. Alternatively, should Council not wish to continue permitting backyard hens, staff would again complete a text amendment process (i.e. three readings of Council, Public Hearing, and final adoption) for each participating property in order to remove the use. Similar to the outright bylaw amendment process, existing backyard hens would remain lawfully non-conforming until such time that the use is discontinued for a continuous period of six months.

At this time, staff recommend pursuing the pilot program option, noting the staff time and resources required to implement this option, to permit the keeping of backyard hens in residential areas of Maple Ridge.

Table 2 provides a summary of the positive and negative considerations of a pilot program for the keeping of backyard hens in residential areas of Maple Ridge.

Table 2 - Pros & Cons of Option 2 Pilot Program

Pilot program	
Pros	Cons
<ul style="list-style-type: none">• Opportunity to test proof of concept before permitting as an outright use.• Permits the City the possibility of a phased approach over time.	<ul style="list-style-type: none">• No opportunity to test community demand; limited to 20 households (subject to City permit and associated regulations).• Time consuming and labour intensive for staff.• Permitted backyard hens would remain lawfully non-conforming.

Both options, outright bylaw amendments and a pilot program, can form a part of a phased roll-out of a backyard hen programme in Maple Ridge.

STRATEGIC ALIGNMENT:

The development of an options report for the keeping of backyard hens in residential areas of Maple Ridge has been identified in the 2019-2022 Strategic Plan under the Environment priority.

AGRICULTURAL ADVISORY COMMITTEE:

The Agricultural Advisory Committee (AAC) is comprised of several residents with many years of experience with keeping chickens, including those who currently keep chickens on rural properties in Maple Ridge. Through 2018 and 2019, members of the AAC looked at options to accommodate backyard hens in residential areas of Maple Ridge.

The AAC is in support of the proposed directions for a Backyard Hen programme for residential areas in Maple Ridge. At the May 23, 2019 AAC Meeting, the AAC endorsed the proposed directions for the keeping of backyard hens in Maple Ridge through the following resolution:

That the Agricultural Advisory Committee support the proposed direction of the backyard hen program for residential areas in Maple Ridge, ideally incorporating a smaller lot size similar to the City of North Vancouver and City of Surrey.

While the exploration of regulatory measures to permit the keeping of backyard hens is identified in the AAC's work plan, it is noted at a recent Council meeting, Council has opted to undertake a review of Select Committees of Council. The outcomes of this review are pending.

INTERDEPARMENTAL IMPLICATIONS:

Bylaw & Licencing Services

Bylaw staff recommend that a cautious approach be taken, and anticipates that additional enforcement resources may be required if backyard hens are permitted in urban residential areas, depending on the level of uptake. Bylaw staff support the proposed detailed municipal ticket enforcement scheme. At this time and with the information available, Bylaw & Licencing staff support the pilot program option.

NEXT STEPS:

Council has previously directed staff and the Agricultural Advisory Committee (AAC) to prepare an options report to explore regulatory measures to permit the keeping of backyard hens in Maple Ridge. Should Council so direct, staff would prepare the draft regulations and programs for Council consideration at a future Council meeting.



ALTERNATIVE RECOMMENDATION:

Should Council wish to proceed in a different manner than the recommendation provided in this report, alternative recommendations have been provided below.

Should Council wish to incrementally permit outright the keeping of hens in residential areas:

That staff be directed to prepare amendments to the Zoning Bylaw to permit the keeping of backyard hens in residential areas of Maple Ridge as outlined in the report titled "Backyard Hens: Options Report", dated June 11, 2019, and that once prepared the Amending Bylaw be placed on an available Committee of the Whole Agenda.

OR

Should Council wish not to pursue further the matter of keeping hens in residential areas:

That no further exploration of keeping of backyard hens in Maple Ridge take place at this time.

CONCLUSION:

In December 2018, Council directed staff, in consultation with the Agricultural Advisory Committee (AAC), to prepare an options report to explore regulatory measures to permit the keeping of backyard hens in Maple Ridge. This report outlines possible regulatory options for permitting the keeping of backyard hens in Maple Ridge including a recommendation to launch a two-year pilot program. Should Council so direct, staff would prepare a report outlining the pilot program for Council consideration at a future Council meeting.

"Original signed by Amanda Grochowich"

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

"Original signed by Chuck Goddard"

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

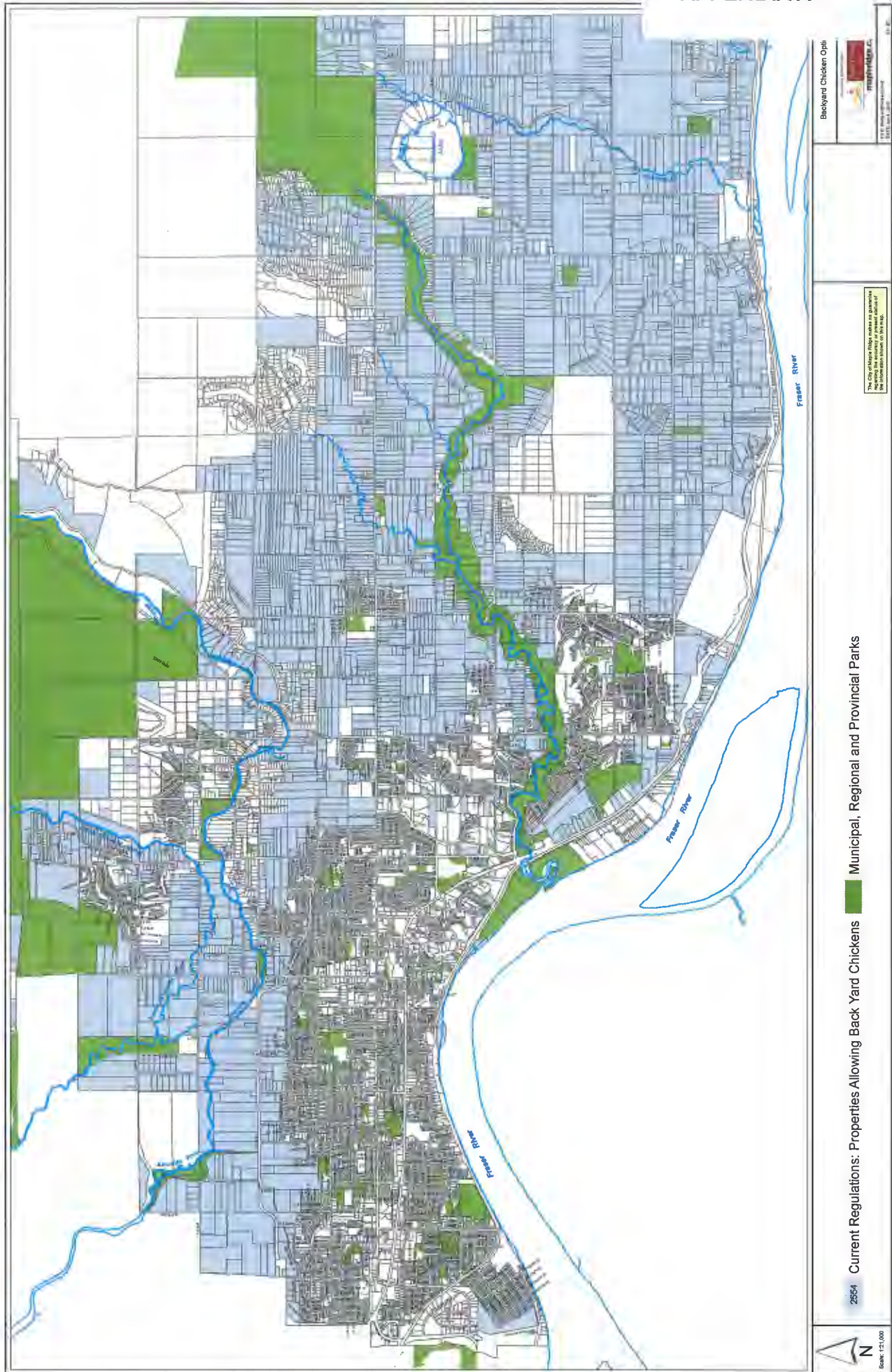
"Original signed by Christine Carter"

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

"Original signed by Kelly Swift"

Concurrence: **Kelly Swift, MBA**
Acting Chief Administrative Officer

Appendix A: Map of lots where keeping chickens are currently permitted
Appendix B: Municipal Comparison – Excerpt from July 17, 2017 Report
Appendix C: Maps of Backyard Hen Minimum Lot Size Options



Appendix B – Excerpt from July 17, 2017 Report

The table below and on the following pages shows a selection of Lower Mainland and South Vancouver Island municipalities and their respective positions on keeping chickens in urban areas.

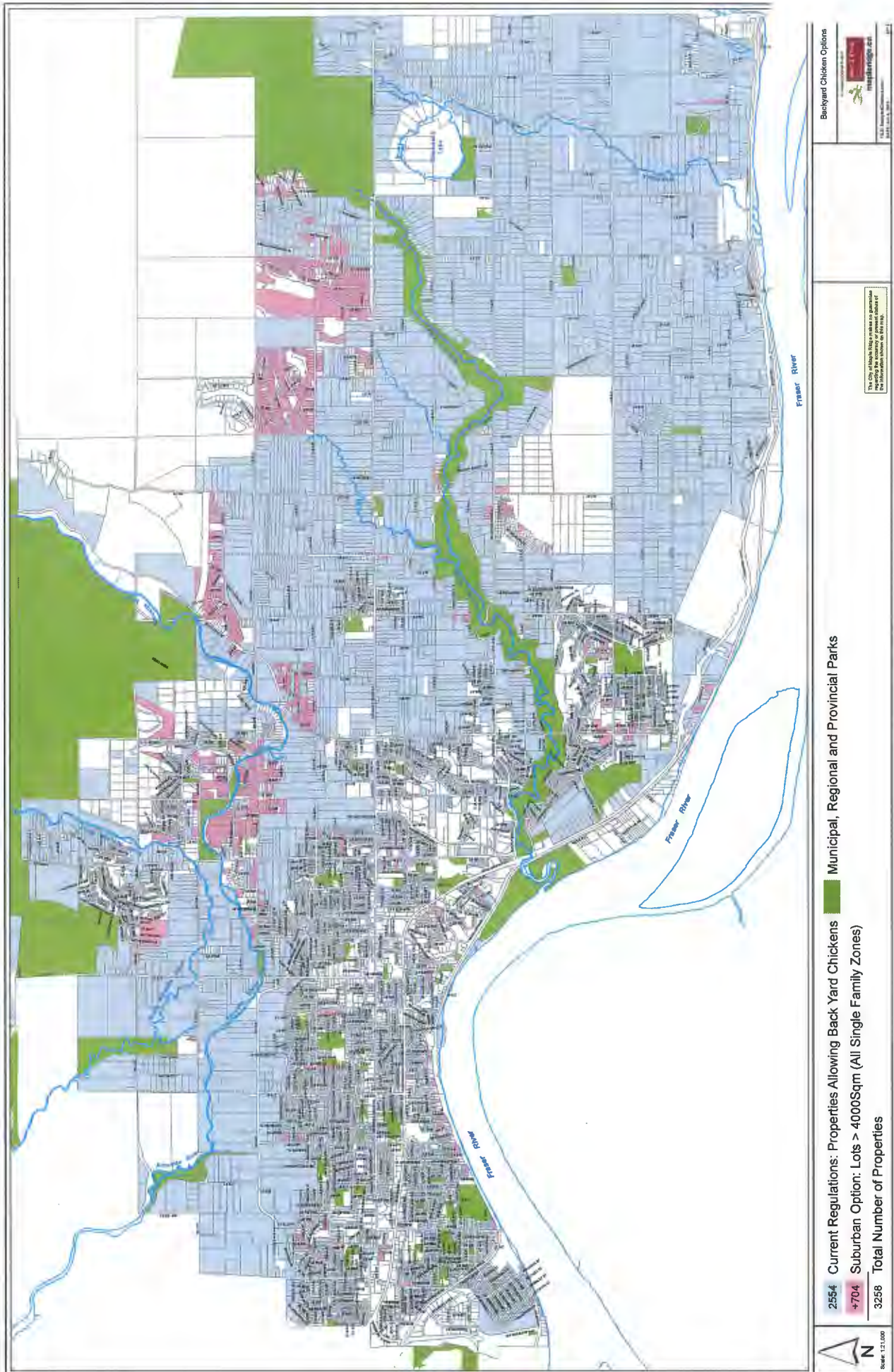
Table 1: Backyard Chicken programs in Urban Areas

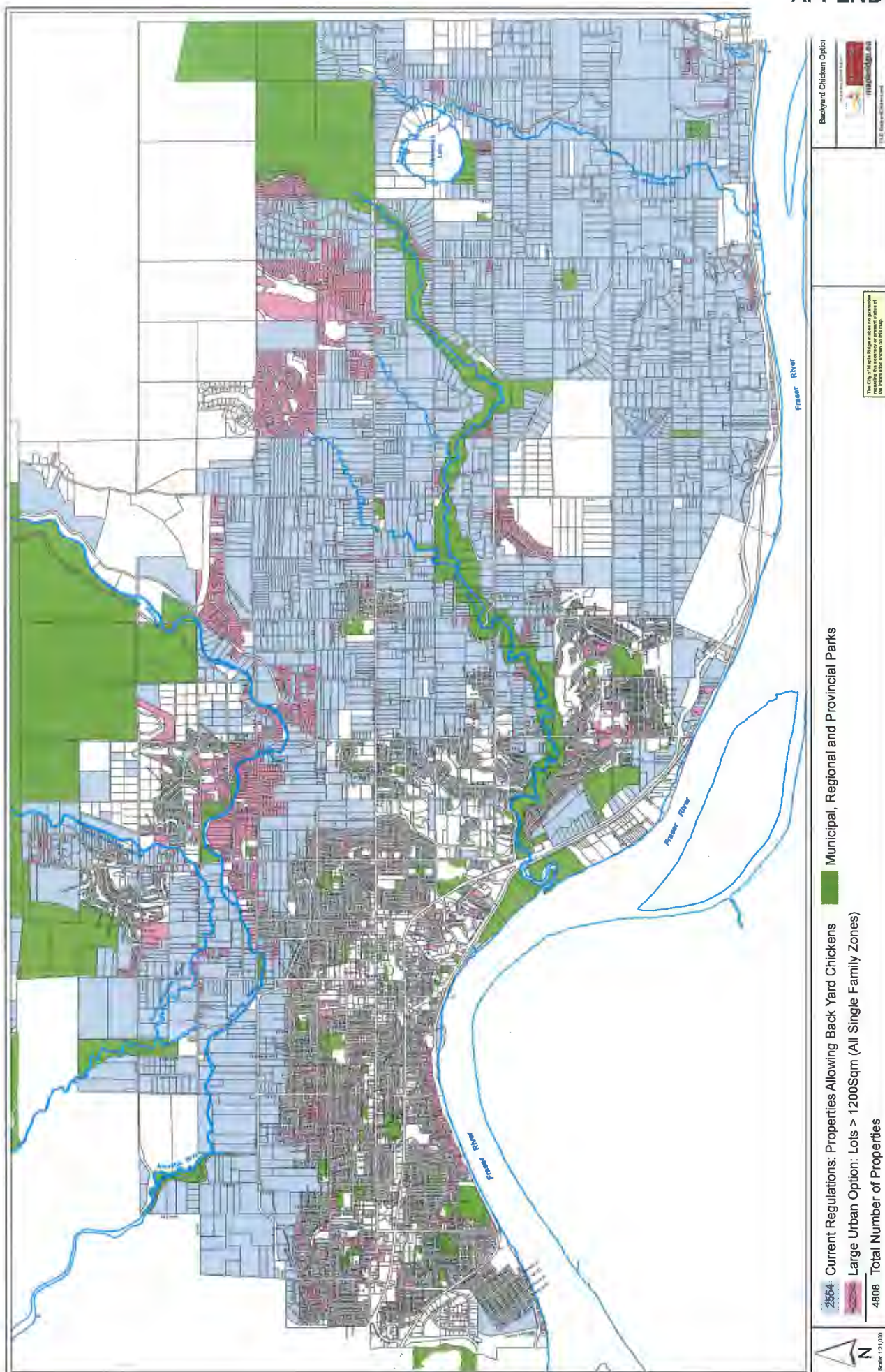
Municipality	Permitted (Y/N)	Additional Information	Source(s)
Abbotsford	No		Zoning Bylaw: https://abbotsford.civicweb.net/filepro/documents/16830
Burnaby	No		Zoning Bylaw https://burnaby.civicweb.net/filepro/documents/5436
Chilliwack	No		Animal Control Bylaw information: http://www.chilliwack.ca/main/page.cfm?id=2044
City of North Vancouver	Yes	Allowed in Single Unit Residential (OCP-R1) zoned dwellings that have minimum lot sizes of 557 m ² (6000 ft ²). Residents are permitted to keep up to 8 hens, no roosters.	Link to related documents: http://www.cnv.org/Your-Government/Living-City/Local-Food/Urban-Chicken-Keeping (Zoning Bylaw, Urban Chicken Guidelines, Small Creatures Limitation Bylaw)
Coquitlam	No		Zoning Bylaw page 10-5 http://www.coquitlam.ca/docs/default-source/zoning-bylaw/Part_10_-_One-family_Residential_Zones.pdf?sfvrsn=4
Delta	Yes	Allows for the keeping of 12 poultry in two urban zones, the RS-2 zone (Single Family Residential) and RS-3 zone (Single Family Residential), that both have a minimum lot size 4000m ² hectares (1 acre)	Zoning Bylaw https://delta.civicweb.net/filepro/documents/39447?preview=39452
District of North Vancouver	No		Zoning Bylaw https://www.dnv.org/bylaws/zoning
New Westminster	Yes	Poultry (up to 8 hens) are allowed on RS-1 (Single Detached Dwelling District) lots 557m ² (6000ft ²) or more, not less than 50 ft. from the nearest habitable dwelling.	Public Health Bylaw, 1967, p.3. Link: http://www.newwestcity.ca/database/rte/4271phb.pdf

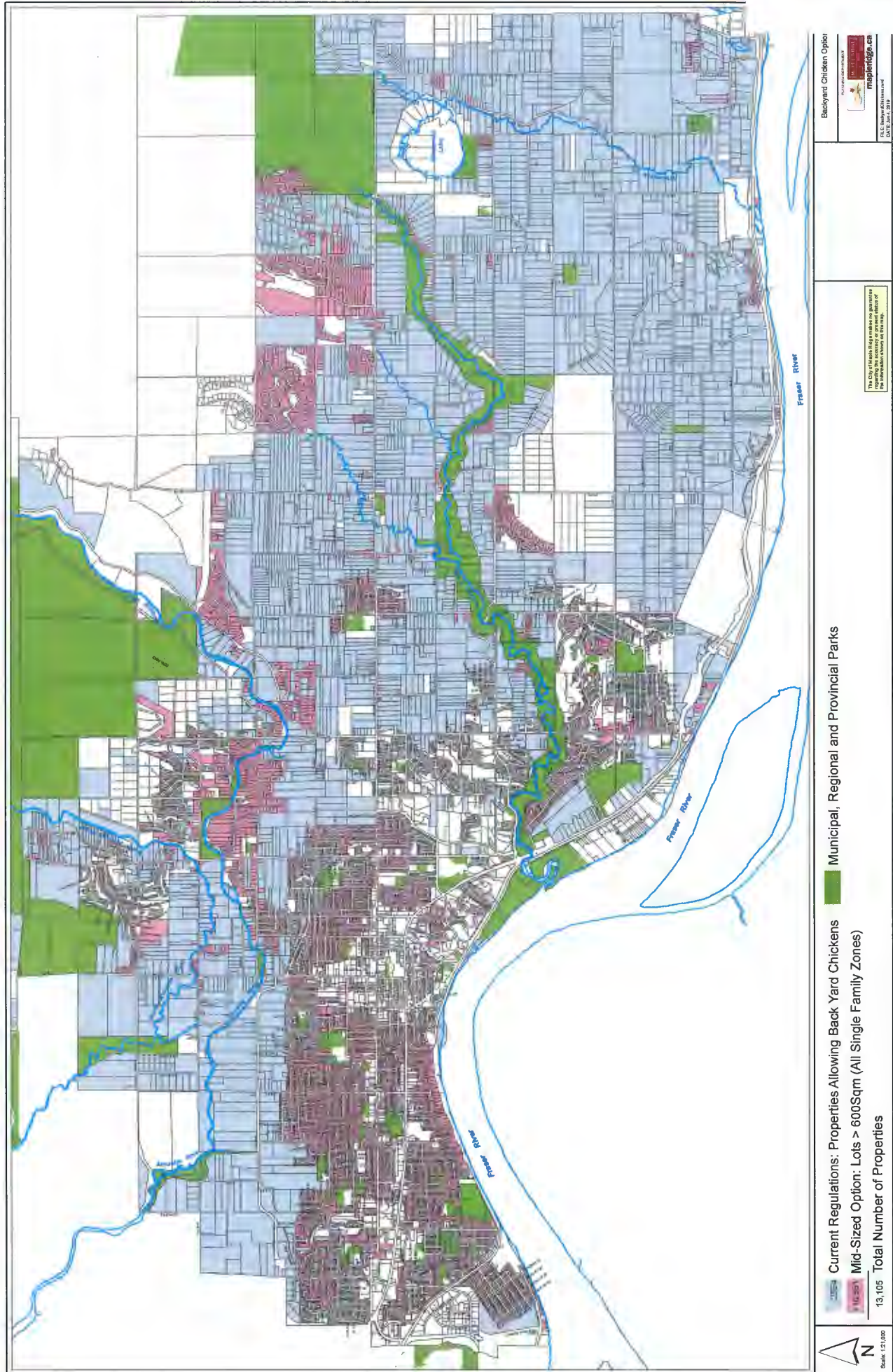
Oak Bay	Yes	A license by the municipality must be granted, along with site plan, and limited to five (5) for a parcel of area greater than 745 square metres and less than or equal to 1,858 square metres; eight up to 4047m ² and 10 over 4047m ² .	Oak Bay Animal Control Bylaw: https://www.oakbay.ca/sites/default/files/municipal-hall/4013%20-%20%20Animal%20Control%20Bylaw%20%20Consolidated%20to%204591.pdf
Pitt Meadows	No	During Pilot Program minimum lot size was 409m ² (4400 ft ²) with the exception that the use was not permitted for duplexes.	
Port Coquitlam	No		Zoning Bylaw: http://www.portcoquitlam.ca/Assets/Bylaws/Zoning+Bylaw\$!2c+No.+3630.pdf
Port Moody	No		Zoning Bylaw: http://www.portmoody.ca/modules/s/howdocument.aspx?documentid=11530
Richmond	Yes	Permitted on half acre Single Detached Residential zones RS1/G and RS2/G 2000 m ² (0.5 acres) or larger. No limit on number.	City of Richmond Animal Control Bylaw No. 7932, p. 7. Link: http://www.richmond.ca/_shared/assets/Bylaw_7932_0408201328717.pdf
Township of Langley	No		Residential section of Zoning Bylaw: http://www.tol.ca/Portals/0/township%20of%20langley/mayor%20and%20council/bylaws/2500%20-%20zoning/Zoning%20Bylaw%202500%20-%20Section%20400%20Residential.pdf?timestamp=1465338282414
Vancouver	Yes	Single and multi-family residential zones (RA-, RS-, RT-, RM-, FM-, FSD-) A maximum of 4 hens (no roosters). Smallest lot size is 279.709m ² or 3000 ft ² .	Zoning and Development Bylaw http://vancouver.ca/your-government/zoning-development-bylaw.aspx
Victoria	Yes	It is lawful to keep poultry (chickens, ducks, geese, turkey). Roosters are prohibited. There is no maximum number of poultry permitted, but the number must be consistent with use	Enforcement is undertaken by Victoria Animal Control Services Ltd. http://www.vacs.ca/bylaw-regulations/backyard-chickens/register-your-chickens

		for personal egg consumption. Animal Control Bylaw defines farm animal, but specifically excludes chickens. Response from the City of Victoria is there is no minimum lot size for the keeping of backyard chickens.	
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(Updated as of July 2017)







TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Pitt Meadows Airport (YPK) – Bylaw Revisions

MEETING DATE: June 11, 2019
DOC NO:
MEETING: Workshop

EXECUTIVE SUMMARY:

The Pitt Meadows Airport (YPK) is owned and operated by the Pitt Meadows Airport Society (PMAS), which in turn has two members, the City of Pitt Meadows (CPM) and the City of Maple Ridge (CMR). CMR received a letter dated February 26, 2019 (see Appendix A) from YPK's General Manager that included a proposed management and organizational restructuring along with a revised set of bylaws with a request that these be brought before each city's Council for consideration for approval.

The key bylaw revisions are three-fold – the recognition and establishment of the Airport Executive Committee (AEC), a new structure for the YPK Board, and a provision that would preclude elected officials from serving as YPK Board members.

While there remains considerable work to be undertaken by the PMAS to resolve ongoing concerns over jurisdictional and other governance issues, the currently proposed changes are recommended to ensure that ongoing capital projects at YPK are able to proceed in a timely manner. Accordingly, staff are recommending acceptance of the following resolution.

RECOMMENDATION(S):

That the bylaw revisions as contained within the February 26, 2019 letter authored by the Pitt Meadows Airport (YPK) and sent to the City of Maple Ridge Council be approved.

DISCUSSION:

a) Background Context:

Pitt Meadows Airport (YPK) is owned by the Pitt Meadows Airport Society (PMAS) which in turn has two members, the City of Maple Ridge (CMR) and the City of Pitt Meadows (CPM). Currently, the approved Board structure includes provisions for each Member to independently appoint four (4) Directors and from there, the Board can appoint three additional expert directors for a total of eleven (11) directors. This 4-4-3 structure, while approved by both members, has not been implemented to-date.

At the December 6, 2018 YPK Directors' Meeting, a motion was approved that created an Airport Executive Committee (AEC) comprised of the CAO's of both CPM and CMR and the General Manager of YPK. At this same meeting, the AEC was tasked with developing a Terms of Reference for itself (see Appendix B for AEC Terms of Reference) as well as recommendations for a

new Board structure for YPK. These recommendations were to be brought back to the PMAS members (CMR and CPM) for final approval.

In late February 2019, both CMR and CPM received a letter from YPK's General Manager noting that the AEC's recommendations as to a new board structure had been approved by Board motion, and that the PMAS bylaws had been revised to reflect these recommendations. (See Appendix A) The 'ask' of both CMR and CPM was that they (as Members) be presented with these revisions for consideration for approval.

The newly proposed Board structure would include seven (7) Directors, of which the CAO's of CPM and CMR (or their respective designate) would be permanent members. The five (5) remaining Directors would be selected by the AEC. To be clear, there is no direct legal conflict with respect to the bylaw revisions currently being proposed.

If the bylaw revisions are approved, the AEC would consist of the YPK General Manager and the CAO's (or their designate) of both CMR and CPM. As per the proposed Terms of Reference, the AEC would serve as a managerial support and approval mechanism to oversee, monitor, advise on, and approve a variety of development, administrative, and financial functions.

Based on the preceding, staff are recommending that the proposed draft bylaw revisions as included in the February 26, 2019 letter be approved, noting that there remains a considerable amount of work to do in order to further streamline the operations and bring further definition to the governance and jurisdictional issues that the PMAS and YPK are currently experiencing.

b) Business Plan/Financial Implications:

The expectation should be that the City will incur costs for legal advice and support and may also incur future ancillary costs for advisement for recruitment of Board members. Staff will endeavour to keep Council apprised of expenses related to this initiative and will seek prior approval of any extraordinary costs.

c) Next Steps:

The proposed bylaw revisions are intended to establish a new Board structure for YPK. Staff will be seeking a legal opinion to provide additional insights as related to airport governance in order to provide further clarity and direction.

d) Alternatives:

Given that a number of longstanding jurisdictional and governance issues as related to the PMAS and YPK remain outstanding, Council could defer approval of the recommendation and direct staff to engage the appropriate legal counsel. Legal counsel could determine the actions necessary to ensure an efficient and effective board structure and governance model and staff could bring a subsequent report back to Council outlining these recommendations. It is noted that a deferral could delay the proposed capital projects at YPK.

CONCLUSIONS:

The City has received draft Bylaws from the YPK General Manager that propose a new Board structure for the airport. Given that the proposed Bylaw revisions do not conflict with any existing legislation, approval is recommended.

"Original signed by Darrell Denton"

Prepared by: **Darrell Denton**
Acting Director Civic Properties and Economic Development

"Original signed by Christine Carter"

Reviewed by **Christine Carter, M.PI, MCIP, RPP**
General Manager, Planning and Development Services

"Original signed by Kelly Swift"

Concurrence: **Kelly Swift, BGS, MBA**
Acting Chief Administrative Officer

Attachments: Appendix A - YPK Letter To Council - February 26, 2019
Appendix B - AEC Terms of Reference

February 26, 2019



City of Pitt Meadows Mayor and Council
12007 Harris Road
Pitt Meadows, BC V3Y 2B4

and

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

RE: PITT MEADOWS AIRPORT SOCIETY REVISED BYLAWS

At the December 6, 2018 meeting of the Directors of the Pitt Meadows Airport Society, the Airport Executive Committee was tasked with creating a permanent Board structure for recommendation back to the PMAS Board for approval. At the February 11, 2019 meeting of the Directors of the Pitt Meadows Airport Society, the recommended changes were approved by Board Motion with direction to the Airport Executive Committee to make the necessary revisions to the Pitt Meadows Airport Society Bylaws to support the new structure and forward the revised Bylaws to the Members for their consideration and approval (attached).

Changes to the Bylaws include:

- The Board shall be composed of seven Directors.
- The CAO of City of Pitt Meadows and CAO of City of Maple Ridge are permanent Directors on the Board.
- There shall be no "Member Directors" and instead the Airport Executive Committee shall collectively select five "Expert Directors" according to a predetermined required skill set.

- Two of the first five selected Expert Directors will sit for a term of three years.
Three of the first five selected Expert Directors will sit for a term of five years.
Subsequently appointed Expert Directors will sit for a term of three years.
- Elected City Officials are not permitted to be appointed to the Board.

The Pitt Meadows Airport Society Board of Directors requests that each Member approves the revised Bylaws at their upcoming Council Meetings so the changes may be enacted, and a new Board of Directors selected in a timely manner.

Respectfully,

Guy Miller
Airport General Manager

BYLAWS

PART 1 – INTERPRETATION

1.1 In these Bylaws, unless the context otherwise requires,

(a) "Act" means the *Societies Act* of British Columbia as amended from time to time

(b) "Airport" means the Pitt Meadows Regional Airport;

(b)(c) "Airport Executive Committee" is a Board approved Committee consisting of the CAO of City of Pitt Meadows, CAO of City of Maple Ridge, and the Airport General Manager that functions as a support and approval mechanism to oversee, monitor, advise on, and approve a variety of development, administrative, and financial functions, as well as provide a vital link for information sharing to the Members.

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(e)(d) "Airport Master Plan" has the meaning assigned in Bylaw 15.1;

(d)(e) "Board" means the Board of Directors of the Society;

(e)(f) "Bylaws" means these Bylaws as amended from time to time;

(f)(g) "Committee" has the meaning assigned in Bylaw 7.9

(g) ~~"Directors" means the Directors of the Society for the time being, and includes both Member~~

~~Directors and Community Directors, and "Director" means any one of them;~~

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(h) "Expert Directors" has the meaning assigned in Bylaw 6.8 and "Expert Director" means any one of them;

(i) "General Manager" has the meaning assigned in Bylaw 9.1

(j) "Member" means every person who becomes and remains a Member in accordance with the Bylaws;

(k) ~~"Member Directors" has the meaning assigned in Bylaw 6.7 and "Member Director" means any one of them~~

~~(l)~~(k) "Member Representative" has the meaning assigned in Bylaw 3.7

~~(m)~~(l) "registered address" of a Member means that Member's address as recorded in the register of Members;

~~(n)~~(m) "Society" means the Pitt Meadows Airport Society; and

~~(o)~~(n) "Societies Act" means the *Societies Act*, SBC, 2015 c. 18.

- 1.2 The definitions in the Act apply to these Bylaws.
- 1.3 If there is a conflict between these Bylaws and the Act or the regulations under the Act, the Act or the regulations, as the case may be, prevail.
- 1.4 Unless otherwise expressly provided, words importing the singular include the plural and vice versa and words importing a male person include a female person and a corporation.
- 1.5 Unless otherwise expressly provided, a reference in these Bylaws to a statute is a reference to that statute as from time to time in force, re-enacted or replaced.

PART 2 – FUNDAMENTAL MATTERS

- 2.1 The Society shall be carried on without purposes of gain for its Members or Directors and any profits or other accretion to the Society shall be used in furtherance of its purposes. No Member of the Society or Director shall be paid any remuneration for services rendered to the Society but may be paid reasonable expenses in acting as a Member or Director. This clause was previously unalterable.
- 2.2 Upon winding-up or dissolution of the Society, the assets remaining after the payment of all costs, charges and expenses properly incurred in the wind-up including the remuneration of a liquidator, and after payment to employees of the Society of any arrears of salaries or wages, and after the payment of any other debts of the Society, shall be distributed equally between the City of Pitt Meadows and the City of Maple Ridge. This clause was previously unalterable.

PART 3 - MEMBERSHIP

- 3.1 Membership in the Society shall be limited to:
 - (a) the City of Pitt Meadows; and
 - (b) the City of Maple Ridge;

- 3.2 The Society shall not, at any time, have more than two (2) Members.
- 3.3 Every Member shall uphold the constitution and comply with these Bylaws.
- 3.4 There shall be no annual membership dues.
- 3.5 A Member shall cease to be a Member of the Society
- (a) by delivering its resignation in writing to the Secretary-Treasurer of the Society or by mailing or delivering it to the address of the Society; or
 - (b) on dissolution.
- 3.6 All Members are in good standing except those who have ceased to be a Member as provided in Bylaw 3.5 and every Member shall be entitled to vote at all meetings of the Society.
- 3.7 For the purposes of a meeting of the Members, each Member shall be represented by one (1) individual who shall be the Member's Mayor or another individual representing *that Member who is chosen by that Member and who is a Councillor of that Member (the "Member Representative")* ~~and the individual Member Representative may not be one of the Member Directors.~~
- 3.8 A Member Representative is entitled to speak and vote, and in all other respects exercise the rights of a Member, and that Member Representative shall be reckoned as a Member for all purposes with respect to a meeting of the Society.

PART 4 – MEETINGS OF MEMBERS

- 4.1 Meetings of the Members of the Society, including the annual general meeting, shall be held at the time and place, in accordance with the *Societies Act*, that the Board determines.
- 4.2 Every meeting of the Members, including an annual general meeting, is a general meeting.
- 4.3 The Board may, when it thinks fit, convene a general meeting.
- 4.4 A Member may request that the Board call a general meeting at any time and when so requested the Board will call a meeting within 14 days.
- 4.5 Notice of a general meeting or an annual general meeting must be sent to the Members no less than 7 days in advance of the date of the meeting.

4.6 A notice of a general meeting or an annual general meeting must state the nature of any business, other than ordinary business, to be transacted at the meeting in sufficient detail to permit a Member receiving the notice to form a reasoned judgment concerning that business.

4.7 An annual general meeting must be held once every calendar year.

4.8 An annual general meeting is deemed to have been held if:

- (a) the matters that must, under the *Societies Act* or the Bylaws, be dealt with at that meeting, including the presentation of the financial statements and auditor's report, if any, to the Members are dealt with in a resolution; and
- (b) all of the Members consent in writing to the resolution on or before the date by which the annual general meeting must be held.

PART 5 – PROCEEDINGS AT GENERAL MEETINGS

5.1 At a general meeting the following business is ordinary business:

- (a) calling the meeting to order
- (b) the adoption of rules of order;
- (c) the election of a chairperson pursuant to Bylaw 5.4;
- (d) approving the minutes of the last general meeting;
- (e) the consideration of the financial statements;
- (f) the report of the Directors, if any;
- (g) the report of the auditor, if any;
- (h) the appointment of Directors;
- (i) the appointment of the auditor, if required; and
- (j) the other business that, under these Bylaws, ought to be transacted at a general meeting, or business which is brought under consideration by the report of the Directors issued with the notice convening the meeting.

5.2 (a) No business, other than the election of a chairperson and the adjournment or termination of the meeting, shall be conducted at a general meeting at a time when a quorum is not present.

- (b) If at any time during a general meeting there ceases to be a quorum present, business then in progress shall be suspended until there is a quorum present or until the meeting is adjourned or terminated.
 - (c) A quorum is two (2) Member Representatives present.
- 5.3 If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be terminated. In any other case it shall stand adjourned to the same day in the next week, at the same time and place.
- 5.4 The President, the Vice President or, in the absence of both, one of the other Directors present shall preside as chairperson of a general meeting.
- 5.5 If at a general meeting
 - (a) there is no President, Vice president or other Director present within 15 minutes after the time appointed for holding the meeting; or
 - (b) the President and all the other Directors present are unwilling to act as chairperson, the Member Representatives present shall choose one of the Member Representatives to be chairperson.
- 5.6 A general meeting may be adjourned from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 5.7 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting.
- 5.8 Except as provided in these Bylaws, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned general meeting.
- 5.9 No resolution proposed at a meeting need be seconded and the chairperson of a meeting may move or propose a resolution.
- 5.10 In case of an equality of votes the chairperson shall not have a casting or second vote in addition to the vote, if any, to which he or she may be entitled as a Member Representative and the proposed resolution shall not pass.
- 5.11 A Member in good standing, present at a meeting of Members is entitled to one vote.
- 5.12 Voting is by show of hands or by ballot, as directed by the chairperson of the meeting.
- 5.13 Voting by proxy is not permitted.

- 5.14 The chairperson of a general meeting must announce the outcome of each vote and that outcome must be recorded in the minutes of the meeting.
- 5.15 A matter to be decided at a general meeting must be decided by ordinary resolution unless the matter is required by the Act or these Bylaws to be decided by special resolution or by another resolution having a higher voting threshold than the threshold for an ordinary resolution.
- 5.16 The Members may, by resolution, adopt rules of order but if no such rules of order are adopted, the proceedings of the Members shall be governed by Robert's Rules of Order Newly Revised or, if the procedure adopted by resolution does not cover any point of order, such point of order shall be determined according to Roberts Rules of Order Newly Revised.

PART 6 – DIRECTORS

- 6.1 The Board may exercise all the powers and do all the acts and things that the Society may exercise and do, and which are not by these Bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the Society in a general meeting, including the full management and control of the assets, liabilities, revenues and expenditures of the Airport and the ability to make rules and regulations governing its operations, but subject, nevertheless, to
- (a) all laws affecting the Society;
 - (b) these Bylaws;
 - (c) the Airport Master Plan;
 - (d) policies established by the Members; and
 - (e) rules, not being inconsistent with these Bylaws, which are made from time to time by the Society in a general meeting.
- 6.2 No rule made by the Society in a general meeting invalidates a prior act of the Board that would have been valid if that rule had not been made.
- 6.3 The Board shall be composed of ~~not less than eight (8)~~ seven (7) and not more than ~~eleven (11)~~ Directors, and must include the CAO of City of Pitt Meadows and the CAO of City of Maple Ridge, or his/her designate as required.
- ~~6.36.4~~ Elected City Officials cannot be Directors.
- ~~6.46.5~~ Except as otherwise provided in these Bylaws, each person appointed as a Director shall become a Director effective on January 1 of the following year.

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~~6.56.6~~ All Directors must be qualified under the *Societies Act* to be Directors.

~~6.66.7~~ A Director who ceases to be qualified to be a Director must immediately resign from the Board.

~~6.7~~ Each of the Members described in Bylaw 3.1 will appoint four (4) Directors to the Board, (the "Member Directors") subject to the requirements in Bylaw 6.5

6.8 On the recommendations of the Airport Executive Committee, the MembersThe Directors shall appoint up to three (3) five (5) additional Directors having such skills or representing such constituency as the Directors feel to be in the best interests of the Society (the "Expert Directors"), subject to the requirements in Bylaw 6.5. Without limiting the generality of the foregoing, the DirectorsMembers may appoint as Expert Directors persons with expertise in one or more of the following:

- (a) airport operations;
- (b) the aeronautics industry;
- (c) real estate development;
- (d) property management;
- (e) finance;
- (f) accounting;
- (g) economic development;
- (h) planning;
- (i) marketing; and
- (j) communications and public engagement.

6.9 On the coming into force of these Bylaws, the Members will each appoint Member-Directors to the following terms:

- (a) the term of ~~2 two (2)~~ of the Member-Directors appointed by each of the Members will expire December 31, 2022
~~2018~~;
- (b) the term of ~~2 of the three (3)~~ Member-Directors appointed by each of the Members will expire December 31, 2019~~2024~~.

- ~~5.9 The Member Directors appointed under Bylaw 6.9 will, within 90 days of their appointment, appoint the first Expert Directors in accordance with Bylaw 6.8. One Expert Director will be appointed to a term that expires December 31, 2018, and two Expert Directors will be appointed to terms that expire December 31, 2019.~~
- 6.10 Subsequent to the appointments in Bylaws 6.9 and 6.10, each Director appointed shall serve for a term of three (3) years.
- ~~6.10 A Member Director may be removed by the Member who appointed him or her before the expiration of his or her term of office and a new Member Director may be appointed by the Member to complete the term of the removed Member Director.~~
- 6.11 An Expert Director appointed under Bylaw 6.8 may be removed before the expiration of his or her term of office by a special resolution of the Members ~~or a resolution of the Board~~ and a new Expert Director may be appointed by the ~~Board~~ Members to complete the remainder of the term of the removed Expert Director.
- 6.12 Directors may serve a maximum of two consecutive terms, ~~except the CAO of City of Pitt Meadows and CAO of City of Maple Ridge who are both named as permanent Directors of the Board, as either a Member Director, an Expert Director or a combination thereof.~~
- 6.13 Terms of Directors are deemed to be consecutive if there is a break of less than twelve (12) months between terms.
- 6.14 The Directors are each entitled to participate in and vote at a meeting of Directors or a Committee.
- 6.15 No act or proceeding of the Board is invalid only by reason of there being less than the prescribed number of Directors in office.

PART 7 – PROCEEDINGS OF DIRECTORS

- 7.1 The Board may meet together at the places it thinks fit to dispatch business, and may adjourn and otherwise regulate their meetings and proceedings as it sees fit.
- 7.2 A meeting of the Board may be held by telephone or other communications facilities that permit all participants in the meeting to hear each other, and a Director who participates in the meeting by those means shall be counted as present at the meeting.
- 7.3 The quorum for a meeting of the Board shall be the majority of Directors holding office at the time of the meeting.
- 7.4 The President shall be chairperson of all meetings of the Board, but if at a meeting the President is not present within 30 minutes after the time appointed for holding the

meeting, the Vice President shall act as chairperson. If neither the President nor the Vice President are present, the Directors present may choose one of their numbers to be chairperson at that meeting.

7.5 All meetings of the Board shall be open to the public except that

- (a) the chairperson may exclude from a meeting those that the chairperson considers to be improperly conducting themselves;
- (b) the Board may exclude from the meeting, all persons other than the Directors, Members and officers of the Society, if the Directors adopt a resolution that states that in the opinion of the Board, the Society's interest requires the exclusion;
- (c) A resolution adopted under (b) requires an affirmative vote of a majority of the Directors present at the meeting if the resolution involves any of the following matters:
 - i personnel matters about an identifiable individual;
 - ii a financial, commercial or economic transaction of the Society, including a proposed or pending acquisition or disposition of land for the Society's purposes;
 - iii litigation matters and the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (d) a resolution adopted under (b) requires an affirmative vote of at least two-thirds (2/3) of the Directors present at the meeting if the resolution involves a matter that is not set out in (c); and
- (e) a Director who cannot or does not intend to keep confidential the nature and details of the matters for which a resolution is passed under (b) through (d) is expected to defer to the decision of the majority of the Board, until the Board resolves to reveal the details or the subject matter or discusses it at a public meeting, by immediately leaving the meeting or that part of it during which those matters are under consideration.

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7.6 Any two (2) Directors may call a meeting of the Board at any time.

7.7 At least two (2) days' notice of a Board meeting must be given unless all the Directors agree to a shorter notice period.

7.8 The accidental omission to give notice of a Board meeting to a Director, or the non-receipt of a notice by a Director, does not invalidate proceedings at the meeting.

- 7.9 The Board may delegate any, but not all, of its powers to a committee consisting of one (1) or more Directors as it thinks fit (a "Committee").
- 7.10 A Committee shall, in the exercise of the powers delegated to it, conform to any rules imposed on it by the Board, and shall report every act or thing done in exercise of those powers to the earliest meeting of the Board to be held next after it has been done.
- 7.11 A Committee shall elect a chairperson of its meetings, but if no chairperson is elected, or if at a meeting the chairperson is not present within 30 minutes after the time appointed for holding the meeting, the Directors present who are members of the Committee shall choose one of their number to be chairperson of the meeting.
- 7.12 The members of a Committee may meet and adjourn as they think proper.
- 7.13 For a first meeting of the Board held immediately following the appointment of a Director or Directors at an annual or other general meeting of Members, it is not necessary to give notice of the meeting to the newly appointed Director or Directors for the meeting to be constituted, if a quorum of the Board is present.
- 7.14 Questions arising at a meeting of the Board or a Committee shall be decided by a majority of votes.
- 7.15 In case of an equality of votes on a question arising at a meeting of the Board or a Committee the chairperson does not have a second or casting vote and the motion is defeated.
- 7.16 No resolution proposed at a meeting of the Board or a Committee need be seconded and the chairperson of a meeting may move or propose a resolution.
- 7.17 A resolution in writing, signed by all the Directors and placed with the minutes of the Directors is as valid and effective as if regularly passed at a meeting of Directors.
- 7.18 No Director or employee of the Society shall have any direct or indirect financial interest in any purchase order or contract entered into or issued on behalf of the Society unless such Director or employee absents himself from all meetings where the order or contract is approved or discussed or any vote is taken in any matter affecting such an interest in an order or contract. The provisions of this Bylaw shall not apply to the reimbursement of a Director in respect of expenses incurred with the Board's approval in carrying out the business of the Society.
- 7.19 No Director or employee will use any information obtained in connection with his or her position with the Society for personal benefit or for the benefit of any other person unless such information has been disclosed to the public or has been made available to the public. Without limiting the generality of the foregoing, a Director who has knowledge of a proposed action or decision by the Society shall not purchase or sell assets or shares or advise any other party to purchase or sell assets or shares the value of which could be expected to be materially affected by the proposed action or decision until such time

as the proposed action or decision has been announced or has been made available to the public.

7.20 A Director, former Director, employee or former employee must, unless otherwise authorized by the Board,

- (a) keep in confidence any record held in confidence by the Board until the record is released to the Members;
- (b) keep in confidence information considered in any part of a Board meeting that is discussed in a closed meeting unless or until the information is released to the Members.

7.21 The Board or a Committee may, by resolution, adopt rules of order but if no such rules of order are adopted, the proceedings of the Board or Committee shall be governed by Robert's Rules of Order Newly Revised or, if the procedure adopted by resolution does not cover any point of order, such point of order shall be determined according to Robert's Rules of Order Newly Revised.

PART 8 – DUTIES OF OFFICERS

8.1 The Society shall have ~~four~~ three ~~(4) (3)~~ officers, who shall be the President, Vice President, and ~~Secretary, and~~ Treasurer.

8.2 The Board shall ~~elect from among their~~ number a President, a Vice President, and a ~~Secretary-Treasurer and a Treasurer~~, each of whom shall hold office for one year and shall retire from office at each annual general meeting, when their successors shall be elected. A Director, other than the Director elected President, may hold more than one (1) officer position.

8.3 The President shall preside at all meetings of the Members and of the Directors.

8.4 The President is the chief executive officer of the Society and shall supervise the other officers in the execution of their duties.

8.5 The Vice President shall carry out the duties of the President during the absence of the President.

8.6 The ~~Secretary-Treasurer~~ shall

- (a) conduct the correspondence of the Society;
- (b) issue notices of meetings of the Society and the Board;

- (c) keep minutes of all meetings of the Society and the Board;
- (d) have custody of all records and documents of the Society;
- (e) have custody of the common seal of the Society; and
- (f) maintain the register of Members.

~~8.7~~ The Treasurer shall

- ~~(a)~~ (g) receive and bank monies collected from the Members or other sources;
- ~~(b)~~ (h) keep accounting records in respect of the Society's financial transactions;
- ~~(c)~~ (i) prepare the Society's financial statements; and
- ~~(d)~~ (j) make the Society's filings with respect to taxes.

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- 8.8 In the absence of the Secretary from a meeting, the Directors shall appoint another person to act as Secretary at the meeting.
- 8.9 The Members may by special resolution remove a Director as the President, Vice President, ~~or Secretary or~~ Treasurer before the expiration of his or her term of office, and the Board may elect a successor to complete the term of office.
- 8.10 Neither the President, the Vice President, ~~nor~~ the Secretary, ~~nor the~~ Treasurer shall be remunerated for being or acting as an officer, but shall be reimbursed for all expenses necessarily and reasonably incurred by him or her while engaged in the affairs of the Society.

PART 9 – EMPLOYEES

9.1 The Board shall appoint a person as Chief Administrative Officer, also known as the "General Manager" to manage the operation of the Airport in accordance with the policies established by the Board (the "General Manager").

9.2 The General Manager is responsible for:

- (a) Ensuring that all provisions of the *Aeronautics Act* and the Airports Operating Manual are adhered to and are effectively administered to provide for safe and secure airport operations;

- (b) Ensuring that all provincial and municipal laws, regulations and bylaws, including but not limited to those relating to land use, building permits and business licensing, are effectively administered and adhered to;
- (c) Managing all property through leasing, licensing or other arrangements as authorized by the Board;
- (d) Administering all contracts for capital projects other works and services as authorized by the Board;
- (e) Ensuring a high level of transparency and communication with the community, including engaging in public consultations relating to projects, in keeping with the practices of the Cities of Pitt Meadows and Maple Ridge;
- (f) Performing such further and other duties as the Board may direct.

9.3 The Board may appoint such agents and engage such employees as it may deem necessary from time to time and said persons will have such authority and will perform such duties as will be prescribed by the Board at the time of the appointment.

9.4 The General Manager must not be a Director.

PART 10 - SEAL

10.1 The Board may provide a common seal for the Society and may destroy a seal and substitute a new seal in its place.

10.2 The common seal shall be affixed only when authorized by a resolution of the Board and then only in the presence of the persons prescribed in the resolution, or if no persons are prescribed, in the presence of the President and Secretary-Treasurer or President and Vice President.

10.3 All instruments, agreements, contracts or other documents which are not executed by affixing the common seal of the Society may be executed by

- (a) such persons as may be prescribed from time to time by resolution of the Board;
- (b) the President and the Secretary-Treasurer;
- (c) the Vice President and the Secretary-Treasurer; or
- (d) the President and the Vice President.

PART 11 - BORROWING

- 11.1. In order to carry out the purposes of the Society the Board may, on behalf of and in the name of the Society, borrow or raise and secure the payment or repayment of, money in the manner they decide, and, in particular but without limiting the foregoing, by the issue of debentures.
- 11.2. No debenture shall be issued without first obtaining the consent of the Members by special resolution.
- 11.3. The Members may by special resolution restrict the borrowing powers of the Board, but a restriction imposed expires at the next annual general meeting.

PART 12 - AUDITOR

- 12.1. The Society shall engage an auditor qualified to act under both the *Societies Act* and the *Community Charter* who shall be a person who is a member or partnership whose partners are members in good standing of the Chartered Professional Accountants, Canada or the Chartered Professional Accountants, British Columbia, or a person certified by the Auditor Certification Board established under the *Business Corporations Act* (British Columbia).
- 12.2. The auditor shall be appointed by the Board, who shall also fill all vacancies occurring in the office of the auditor.
- 12.3. An auditor may be removed and a new auditor appointed by the Board.
- 12.4. An auditor shall be promptly informed in writing of appointment or removal.
- 12.5. No Director and no employee of the Society shall be appointed as auditor.
- 12.6. The auditor may attend general meetings.
- 12.7. The fiscal year end of the Society shall be December 31 in each year.

PART 13 – NOTICES TO MEMBERS

- 13.1 A notice may be given to a Member or Director, either personally or by pre-paid mail to him or her at his or her registered address.
- 13.2 A notice sent by mail shall be deemed to have been given on the third day following that on which the notice is posted, and in proving that notice has been given it is sufficient to prove the notice was properly addressed and put in a Canadian post office receptacle.

13.3 Notice of a general meeting shall be given to

- (a) every Member shown on the register of Members on the day notice is given; and
- (b) the auditor.

13.4 No person, other than those referred to in Bylaw 13.3 is entitled to receive a notice of general meeting.

13.5 Nothing in these Bylaws shall preclude or prohibit notice being given to a Member, Director or auditor by alternative means, including email, but any notice given by such alternative means shall only be deemed effective if express acknowledgement of receipt is given by the recipient.

PART 14 – DEALINGS IN LAND

14.1 The fee-simple interest in any land held by the Society must not be sold, transferred or otherwise disposed of without first obtaining the consent of the Members by special resolution

PART 15 – PLANNING AND REPORTING

15.1 The Board shall develop a master plan for the operation, management and development of the Airport (the "Airport Master Plan") and shall present the Airport Master Plan to the Members for approval.

15.2 Once the Airport Master Plan has been approved by the Members, all Directors, Officers and employees of the Society must act in accordance with the Airport Master Plan.

15.3 The ~~Board~~ Airport Executive Committee shall revise and update the Airport Master Plan periodically as it deems appropriate, or as otherwise directed by the Members, but no revision or update of the Airport Master Plan shall be effective until it has been approved by the Members.

15.4 The Board shall, not less than two (2) times per calendar year, or as otherwise directed by the Members, provide a formal report to the Members concerning the operation and management of the Airport.

PART 16 – BYLAWS

16.1 On being admitted to membership, each Member is entitled to and the Society shall provide, without charge, a copy of the Constitution and Bylaws of the Society.



PITT MEADOWS AIRPORT SOCIETY - AIRPORT EXECUTIVE COMMITTEE TERMS OF REFERENCE

RATIONALE

The Pitt Meadows Airport Society ("PMAS") wishes to ensure there is a support and approval mechanism in place to oversee, monitor, advise on, and approve a variety of development, administrative, and financial functions. The Airport Executive Committee ("AEC") shall fulfill this mandate as well as provide a vital link for information sharing to the Members of the Board (City of Pitt Meadows and City of Maple Ridge). The AEC will operate within these Terms of Reference and the plans, strategies, and policies as approved and implemented by the PMAS from time to time.

COMMITTEE MEMBERS

1. The AEC shall consist of the CAO of City of Pitt Meadows, CAO of City of Maple Ridge, and the Airport General Manager.
2. Committee Members may be represented at any time by a delegate of his/her discretion.

MEETINGS

1. The AEC shall meet once per month on the third Monday of each month.
2. The Committee may call additional/cancel existing meetings as required.
3. Meetings will be held in a roundtable format, with discussion items being contributed by any Committee Member by distribution/introduction of the topic via email to the Committee.
4. Committee Members may invite additional personnel to attend meetings dependent on subject matter.
5. Matters that cannot be resolved by unanimous decision will be referred to the PMAS for consideration.
6. Meetings of the AEC are not open to the public.

DELEGATED AUTHORITIES

The Pitt Meadows Airport Society grants to the Airport Executive Committee the express authority and responsibility to:

- a. Develop, prepare, update, and revise for consideration to the PMAS the Airport Master Plan with the objective of maximizing the development potential in the best interest of the Airport.
- b. Evaluate, prepare, and present development proposals and plans for consideration and "Approval in Principle" by the PMAS.
- c. Review, assess, advise, approve, and implement all development projects through to full completion that have been "Approved in Principle" by the PMAS, including as necessary the facilitation of public consultation / information sessions.
- d. Develop, prepare, update, and revise Board Bylaws and Policies for consideration by the PMAS.
- e. Implement all PMAS Board Policies falling within the purview of the AEC.
- f. Review, advise, and action legal issues requiring necessary and timely implementation or response.
- g. Review, update, and revise the annual Capital Budget and Infrastructure & Rehabilitation Plan as required from time to time. Revisions exceeding \$200,000 will be referred to the PMAS for approval.
- h. Review, revise, and action requests for extraordinary funding in emergency situations as deemed necessary by the Airport Accountable Executive.
- i. Provide updates on all matters handled by the AEC to the PMAS at regular Board of Directors meetings.
- j. Handle all other matters as may be delegated to the AEC by the PMAS from time to time.

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Award of Contract – Garibaldi Secondary School Sports Court Renovation

MEETING DATE: June 11, 2019
FILE NO:
MEETING: Workshop

EXECUTIVE SUMMARY:

The attached report is scheduled to be on the next Council Meeting agenda for discussion and consideration of the recommendation. The Council Workshop forum provides an extended opportunity for Council to seek additional information if required, prior to decision-making.

RECOMMENDATION:

That the attachment to the June 11, 2019 Council Workshop report titled *“Award of Contract, Garibaldi Secondary School Sports Court Renovation”* be forwarded to the next Council Meeting.



Approved by: Corporate Officer

Attachment:

- *Award of Contract, Garibaldi Secondary School Sports Court Renovation* - staff report dated June 11, 2019

TO: His Worship Mayor Michael Morden
and Members of Council
MEETING DATE: June 11, 2019
FILE NO: 2194245
FROM: Chief Administrative Officer
MEETING: Council Meeting
SUBJECT: Award of Contract – Garibaldi Secondary School Sports Court Renovation

EXECUTIVE SUMMARY:

The Garibaldi Secondary School (GSS) sport courts are well-used by the school and community for both tennis and pickleball however the court surface has developed significant cracks which have become a safety hazard. In addition, the local pickleball groups have requested additional courts to support the significant increase in pickleball participation. To address this need, Council approved the sports court renovation work at full cost to the City in exchange for the School District No. 42 (SD42) permitting the City to convert one of the three existing tennis courts to pickleball courts to add additional capacity for community use. Two tennis courts would remain available for school and community use and the proposed court reconfiguration would allow for a total of six pickleball courts to be constructed while fully replacing the ageing sport facility infrastructure.

Approval in principle was received from the Board of Education early in 2019 and detailed design was completed, including a final design review with the community pickleball group in March, prior to the work being tendered. Staff recommend that the contract be awarded to the submission that provides the City with the best overall value, received from Cedar Crest Lands (BC) Ltd. and that the project budget be increased to fully fund the work including a construction contingency. Council approval to increase the project budget and award the contract is required for the work to proceed.

RECOMMENDATION:

That Contract ITT-PL19-22: Garibaldi Sports Court Restoration be awarded to Cedar Crest Lands (BC) Ltd. in the amount of \$575,381 excluding taxes, and that a contingency of \$60,000 be authorized; and,

That this project budget be increased by \$247,000 funded from the Capital Works Reserve and that the next Financial Plan Bylaw is amended to reflect this; and,

That the Corporate Officer be authorized to execute the contract.

DISCUSSION:

a) Background Context:

The surface of the sport courts at GSS has deteriorated significantly in recent years and a full replacement is required to ensure a safe, playable surface. Although repair work to the athletic surfacing was completed in 2011, a geotechnical investigation recently undertaken indicates that a full replacement will be necessary to address the ongoing surface cracking, drainage and subgrade deficiencies, and provide a long term fix for these courts.

Community pickleball groups currently operate informal leagues at the GSS sport courts in the mornings and afternoons during the week, as well as in the mornings on weekends. These local groups are requesting additional pickleball courts to accommodate both the growth in participation, and to provide an opportunity to host regional and provincial tournaments.

Following Council approval in July 2018 for the City to fully fund the work, the detailed design was completed and Board of Education approval in principle was received early in 2019. Consultations with the Pickleball community took place in November 2018 and March 2019 which indicated a high level of support for the project. Draft construction and operating agreements have been prepared and are attached.

Tender Evaluation

The Invitation to Tender for the sport court renovation works was issued through BC Bid on March 20, 2019 and closed on April 18, 2019. Six (6) tenders were received and the bid results are listed below from lowest to highest:

	Total Tender Base Price:
• Cedar Crest Lands (BC) Ltd.	\$575,381.00
• Wilco Civil Inc.	\$588,553.00
• Canadian Landscape and Civil Services	\$620,213.06
• Custom Blacktop Co.	\$661,901.20
• TGK Irrigation	\$698,417.00
• SAJO Inc.	\$860,651.65

Cedar Crest Lands' tendered price in the amount of \$575,381 is the lowest bid submitted. This pricing, along with a contingency of \$60,000 and soft costs of \$11,000 (survey, design, and geotechnical) exceeds the approved project funding of \$400,000. Staff recommends that Council increase the project funding by \$247,000 to provide for the award of the construction contract and a contingency which would only be used to address unanticipated items exposed by construction.

Cedar Crest Lands is experienced in sports court construction with recent sports court projects in Langley, Delta and Chilliwack.

b) Desired Outcome:

The desired outcome is to improve the existing sport courts and provide the additional pickleball courts requested by community pickleball players to accommodate the significant growth in their sport by renovating the ageing Garibaldi Secondary School sport court facility.

c) Strategic Alignment:

The 2010 Parks, Recreation and Culture Master Plan contains a strategic objective to meet the athletic and safety needs of sports user groups in our community, balancing this with other capital needs and focusing efforts on using the existing land base.

d) Citizen/Customer Implications:

There will be a significant benefit to the existing pickleball players who participate in league play as well as casual users as they would have additional courts available during peak times when players currently have to wait 20 to 30 minutes for a court to become available. The renovated courts will also provide for better and safe use for school, community and sport user groups.

e) Interdepartmental Implications:

The Engineering department and the Environmental division were consulted during the detailed design process to ensure site servicing is to City standards and erosion and sediment control concerns are addressed.

f) Business Plan/Financial Implications:

SD42 owns the land that the GSS sport courts were developed on with the School District and City to share major repair and lifecycle replacement costs equally. However, SD42 has indicated that they do not have sufficient funds at this time to co-fund this project. The benefit of the City funding the full cost of the replacement project includes an increase from 2 to 6 pickleball courts for school, community and sport user groups to use and avoiding the closure of the sport courts for an indefinite time period.

Funding of \$400,000 is included in the 2019 Approved Financial Plan for the pickleball court renovation work. Staff recommends increasing the project funding in the amount of \$247,000 to provide for construction costs of \$575,381.00, geotechnical work \$11,000 and a contingency of \$60,000 to be funded from Capital Works Reserve and that the financial plan be amended to reflect this.

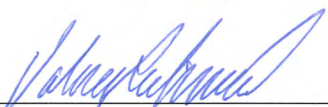
g) Alternatives:

As a result of the project cost, Council could choose to not award the contract however, this is not recommended as staff are concerned that the courts may need to be closed to public and school use.

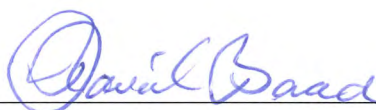
CONCLUSION:

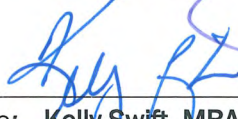
The Garibaldi sport courts are in dire need of full renovation to address subgrade and drainage deficiencies and community pickleball groups have requested additional courts to address growth in their sport. The City has received approval in principle from the Board of Education for this work which includes the conversion of one tennis court to provide for a total of six pickleball and two tennis courts. Council approval is required to increase the project budget, award the construction contract and execute the construction and operating agreements with School District 42.


Prepared by: **Chad Neufeld, MBCSLA**
Acting Manager of Parks Planning & Development


Reviewed by: **Valoree Richmond, MBCSLA**
Acting Director of Parks & Facilities


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


Approved by: **David Boag**
Acting General Manager Parks, Recreation & Culture


Concurrence: **Kelly Swift, MBA**
Acting Chief Administrative Officer

Attachments:

- (A) Garibaldi Sports Court Concept Plan
- (B) DRAFT Construction and Operating Agreements

**GARIBALDI SECONDARY SCHOOL
TENNIS AND PICKLEBALL COURTS CONSTRUCTION AGREEMENT**

(this "**Agreement**") dated for reference _____, 2019 (the "**Reference Date**") is

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 42 (MAPLE RIDGE – PITT MEADOWS), a school board incorporated under the British Columbia *School Act* [R.S.B.C. 1996] c. 412 and having its office at 22255 Brown Avenue, Maple Ridge, B.C., V2X 8N6

(the "**School District**")

AND:

CITY OF MAPLE RIDGE, a municipality under the *Community Charter*, [SBC 2003] c. 26 and having its office at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the "**City**")

WHEREAS:

- A. The City and the School District (collectively, the "**Parties**" and individually, a "**Party**") entered into the Master Agreement on Cooperation for the Joint Use of Facilities and Coordination of Services on January 11, 2017 (the "**Master Agreement**");
- B. The School District owns lands forming part of the Garibaldi Secondary School site at 24789 Dewdney Trunk Road, Maple Ridge, B.C., V4R 1X2 legally described as:

PID: 010-889-256 Parcel "A" (729308E) Lot 2 Section 22 Township 12
New Westminster District Plan 53014

(the "**Lands**");
- C. The Parties entered into a Tennis Courts Maintenance Agreement dated for reference the 12th day of February 2004 (the "**2004 Agreement**") in respect of three tennis courts and two pickleball courts currently located on the Lands (the "**Original Courts**"), which now require a full renovation;
- D. The City proposes, at its sole expense, to replace the Original Courts with two tennis courts and six pickle ball courts and install ancillary improvements as described in Schedule A attached hereto (collectively, the "**Court Facilities**");
- E. The Parties have agreed that the Court Facilities will be available to the School District for school recreation purposes during school hours and to citizens of the City for community recreation purposes outside of school hours;

- F. Pursuant to the Master Agreement, the School District has agreed to grant the City a license to construct the Court Facilities on portions of the Lands, subject to the terms and conditions of this Agreement; and
- G. The Parties have entered into or intend to enter into an Operating Agreement dated for reference as of the Reference Date of this Agreement (the "**Operating Agreement**") to govern the Parties' use of the Court Facilities after construction in accordance with the terms of this Agreement and the Master Agreement;

NOW THEREFORE in consideration of the premises herein contained, and the sums herein paid by the City to the School District and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **License to Construct** – The School District hereby grants the City a license (the "**License**") and permission to enter and occupy the portion of the Lands identified in the site plan included in Schedule A for the purpose of constructing the Court Facilities, in accordance with the specifications which will be approved by the Parties, each acting reasonably, and attached to this Agreement as part of Schedule A (collectively, the "**Specifications**"), subject to the terms and conditions of this Agreement.
2. **Site Preparation and Utility Connections** - The City agrees to arrange, at the cost of the City, for the site preparation and utility connections on the Lands for the Court Facilities (the "**Site Preparation**") and, except as expressly provided in this Agreement or the Operating Agreement, the City will be responsible for all design, supply and construction costs associated with the Court Facilities.
3. **Construction of the Court Facilities** - The City covenants and agrees to fund and engage a qualified contractor (the "**Contractor**") to supply, deliver, install and complete the construction of the Court Facilities, entirely at the risk and expense of the City.
4. **Materials** - All products and materials provided in respect of the Court Facilities shall be new and in accordance with the Specifications. Any products that are not specified shall be of a quality well suited to the purpose required.
5. **Standard of Work** - The City shall ensure that all work performed on the Court Facilities is performed in a good and workmanlike manner, in accordance with the Specifications and all applicable laws, regulations and directions of authorities having jurisdiction, and will make any changes or corrections to the work necessary to meet those Specifications at the City's sole expense. The City shall purchase, deliver and install all the materials and equipment that comprise the Court Facilities, and the City shall be responsible for obtaining or issuing the required permits for this project in accordance with the lawful requirements of all governmental authorities having jurisdiction with respect to the construction of the Court Facilities.

6. **Changes to Specifications** - The City shall not make any material change to the Court Facilities or the Specifications without the prior written approval of the School District. If the modification substantially meets the requirements of the Specifications, this Agreement and the Operating Agreement, then the School District shall not unreasonably withhold its approval.
7. **Warranty** – The City shall obtain warranties for the Court Facilities from the supplier as described in the Specifications, or if no warranties are specified then as would be reasonably expected for similar facilities in British Columbia.
8. **Inspection by School District** - The School District may inspect the Court Facilities at any stage of construction and require the City to make changes or corrections necessary to meet the Specifications.
9. **Term** - The City shall make all reasonable efforts to ensure that the Court Facilities are completed for use no later than six months after the Reference Date, but in no event do the Parties intend for this Agreement to extend past the day that is one year from the date this Agreement is signed.
10. **Construction Period** - The Parties anticipate that construction of the Court Facilities will not take more than three (3) months in total. To the extent reasonably possible, the City shall ensure that construction activities do not disrupt or interfere with the normal activities and operation of the Garibaldi Secondary School.
11. **Costs** - Except as the School District may in its discretion expressly agree otherwise, the City covenants and agrees to pay all actual costs associated with the procurement, delivery and installation of the Court Facilities, the replacement of the Court Facilities upon expiry of its useful life, and the removal of the Court Facilities and restoration of the Lands on termination or expiry of the Operating Agreement including, without limitation all products, services, labour, materials, tools, equipment, plant, machinery, water, heat, light, power, transportation, permits, application, inspection and license fees, development cost charges, community amenity contributions, any required site and offsite improvements, and all other required facilities, things and services.
12. **Payment Schedule** – The City shall promptly pay when due all accounts and invoices for anything supplied in respect of the Court Facilities. Without limiting the foregoing, the City shall make progress payments to the Contractor and the School District within thirty days after completion of each stage or part of the work, in the amounts certified by the City staff member who is managing the construction.
13. **Default** - If the City is in material default in the performance of its obligations under this Agreement in respect of the construction and funding of the Court Facilities, and does not remedy any such default within 30 days of being notified in writing to do so, the School District may terminate this Agreement and require the City to remove any improvements, including without limitation the Court Facilities and associated equipment, tools and materials that have been placed on the Lands, and restore the Lands as near as reasonably possible to its prior condition just at the City's expense.
14. **Force Majeure** – The obligations of the City and the School District under this Agreement shall be suspended during any period when a Party is prevented from fulfilling its

obligations for reasons beyond its reasonable control, including, without limitation, strikes, lockouts, riots or other civil disorders, fires, floods, and other natural disasters or acts of God.

15. **Corporate Proceedings** – Each Party warrants that it has taken all corporate proceedings required to enter into and perform its obligations pursuant to this Agreement.
16. **No Interest in Land** – The rights of the City pursuant to this Agreement are contractual only and this Agreement does not grant the City any further interest in land beyond a contractual license to use the Lands only to the extent specified in this Agreement.
17. **Fixtures** – The Parties acknowledge and agree that the Court Facilities will be fixtures forming part of the Lands as they are constructed, and will be legally owned by the School District, subject only to the terms of the Operating Agreement, notwithstanding any other provision of this Agreement and notwithstanding any payment of costs by the City.
18. **Succession** – This Agreement and the License it contains are personal to the City and may not be assigned by the City, including by succession or by operation of law, except with the prior written consent of the School District, which may be reasonably withheld. The City may sublicense its rights pursuant to the License only for the use or uses authorized in writing by the School District, provided that the School District is notified, the sublicensee agrees in writing to comply with the terms of the License, any sublicense shall not relieve the City of any of its obligations hereunder, and any acts and omissions of a sublicensee shall be considered the acts and omissions of the City. The School District hereby consents to the sublicense by the City to the Contractor and subcontractors of the Contractor for the purposes of building the Court Facilities. This Agreement shall enure to the benefit of and be binding upon the School District and its successors and assigns, notwithstanding any rule of law or equity to the contrary.

Notice and other General Provisions

19. Except in the case of an emergency, when notice may be given by telephone with later confirmation in writing, any notice which to be given under this Agreement shall be in writing and either delivered by hand or sent by facsimile transmission, addressed as follows:

To the City:

Attention: Director, Parks and Facilities
 11995 Haney Place
 Maple Ridge, B.C.,
 V2X 6A9

Fax: (604) 467-7329

To the School District:

Attention: Secretary Treasurer
 22225 Brown Ave.
 Maple Ridge, B. C.
 V2X 8N6

Fax: (604) 463-4181

or to such other address or facsimile number of which notice has been given as provided in this section. Any notice which is delivered by hand is to be considered to have been given on the day it is delivered. Any notice which is sent by fax is to be considered to have been given on the first business day after it has been sent and an electronic confirmation of delivery has been received. If a Party changes its address or fax number, or both, it shall promptly give notice of its new address or fax number, or both, to the other Party as provided in this section.

20. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of that breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
21. If any term of this Agreement is held to be unenforceable by a court, that term is to be severed from this Agreement and the rest of this Agreement remains in force unaffected by the severance of that term.
22. This Agreement, the Master Agreement and the Operating Agreement constitute the entire agreement between the Parties regarding the Lands, and supersede and replace all other negotiations and communications between the Parties regarding the Lands including, without limitation, the 2004 Agreement to the extent that the 2004 Agreement relates to the Lands.
23. This Agreement may not be modified except by an agreement in writing signed by both Parties.
24. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law and remedies may be exercised in any order or concurrently.
25. Each Party acknowledges that the other Party is a public body subject to the *Freedom of Information and Protection of Privacy Act* and as such, may be required to disclose documents exchanged between the Parties and documents created in this Agreement.
26. The Parties agree to do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
27. Time is of the essence of this Agreement.

28. No partnership nor joint venture nor trust nor any agency is created by or under this Agreement and the City does not have the authority to commit the School District to the payment of any money.
29. Nothing contained or implied herein shall prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* [SBC 2003] c. 26, the *Local Government Act* [RSBC 2015] c. 1, or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the School District.

In witness whereof, the Parties have caused this Agreement to be executed and delivered by their authorized signatories as of the dates set out below:

DATED the day of , 2019

The Corporate Seal of
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 42
(MAPLE RIDGE – PITT MEADOWS)
 was hereunto affixed in the presence of:

 Secretary Treasurer: Flavia Coughlan

C/S

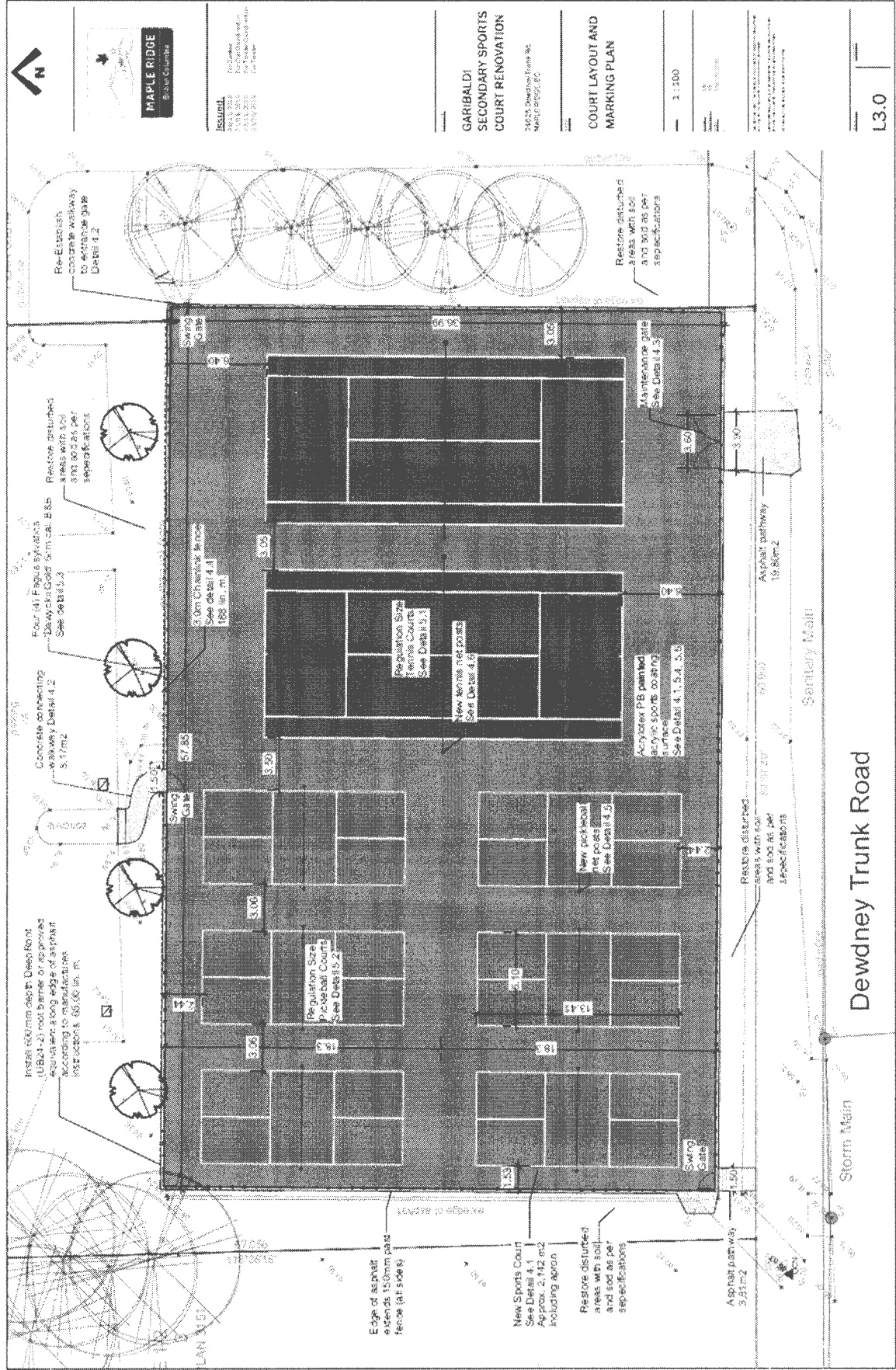
DATED the _____ day of _____, 2019

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

Laura Benson, Corporate Officer

C/S

SCHEDULE A GARIBALDI TENNIS AND PICKLEBALL COURTS SITE PLAN AND SPECIFICATIONS



**GARIBALDI SECONDARY SCHOOL
TENNIS AND PICKLEBALL COURTS OPERATING AGREEMENT AND LICENSE**

(this "**Agreement**") dated for reference _____, 2019 (the "**Reference Date**") is

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 42
(MAPLE RIDGE – PITT MEADOWS)**, a school board incorporated under the
British Columbia *School Act* [R.S.B.C. 1996] c. 412 and having its office at 22255
Brown Avenue, Maple Ridge, BC V2X 8N6

(the "**School District**")

AND:

CITY OF MAPLE RIDGE, a municipality incorporated under
the *Community Charter* [SBC 2003] c. 26 and having its office at
11995 Haney Place, Maple Ridge, BC V2X 6A9

(the "**City**")

WHEREAS:

- A. The City and the School District (collectively, the "**Parties**" and individually, a "**Party**") entered into the Master Agreement on Cooperation for the Joint Use of Facilities and Coordination of Services on January 11, 2017 (the "**Master Agreement**");
- B. The School District owns lands forming part of the Garibaldi Secondary School site at 24789 Dewdney Trunk Road, Maple Ridge, B.C., V4R 1X2 legally described as:

PID: 010-889-256 Parcel "A" (729308E) Lot 2 Section 22 Township 12
New Westminster District Plan 53014

(the "**Lands**");
- C. The Parties entered into a Tennis Courts Maintenance Agreement dated for reference the 12th day of February 2004 (the "**2004 Agreement**") in respect of three tennis courts and two pickleball courts that were located on the Lands (the "**Original Courts**");
- D. The Parties have entered into or intend to enter into a Tennis and Pickleball Courts Construction Agreement (the "**Construction Agreement**") dated for reference as of the Reference Date of this Agreement, providing for the City to replace, at its sole cost, the Original Courts with two tennis courts and six pickle ball courts and install ancillary improvements as described in Schedule A attached hereto (collectively, the "**Court Facilities**"); and
- E. The Parties have agreed that the Court Facilities will be available to the School District for school recreation purposes during school hours and to citizens of the City for community recreation purposes outside of school hours;

NOW THEREFORE in consideration of the premises herein contained, and the sums herein paid by the City to the School District and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the School District and the City (collectively, the "**Parties**" and individually, a "**Party**"), the Parties hereby agree as follows:

1. **Term** - The School District hereby grants the City an exclusive license (the "**License**") to enter and occupy the Court Facilities for community recreational purposes during the Access Times (as defined below) in accordance with the terms of this Agreement.
 - (a) The Term of the License (the "**Term**") will be for Twenty (20) years less a day, commencing on the Reference Date, subject to termination or extension in accordance with the provisions of this Agreement.
 - (b) The License fee for the Term will be \$1.00.
 - (c) During the Term, the School District covenants and agrees not to make, place, erect, maintain or permit in the Court Facilities any building, structure, foundation or obstruction which may interfere with the Court Facilities.
2. **Access to Court Facilities** – The School District shall control access to the Court Facilities by ensuring that the Court Facilities are only used by itself and its servants, employees, agents, contractors, successors, assigns, and invitees outside of the Access Times. The School District shall allow the City, its servants, employees, agents, contractors, successors, assigns, invitees and members of the public to access the Court Facilities during the Access Times.
3. **User Fees** – The City may charge user fees and repair, cleaning and maintenance costs to all users of the Court Facilities other than the School District. The School District shall not in any circumstances be required to pay for any access to or use of the Court Facilities, or for any maintenance or capital costs relating to the Court Facilities except as may be expressly provided in this Agreement or in a separate written agreement signed by the School District. The City shall set, collect and apply user fees and recoverable costs and any other revenue generated from community use of the Court Facilities to its parks programs, including the maintenance, repair and general upkeep of recreational facilities in the City of Maple Ridge including the Court Facilities.
4. **Access Times** – The City, its servants, employees, agents, contractors, successors, assigns, invitees and members of the public (collectively, "**City Users**") shall have access to the Court Facilities as follows:
 - (a) during the months of September through June:
 - i. from 5:00 p.m. to 11:00 p.m. on all weekdays; and
 - ii. from 7:00 a.m. to 11:00 p.m. on Saturdays and Sundays; and
 - (b) when schools are not in session during the months of July and August and on statutory holidays at any time of the year:
 - i. from 7:00 a.m. to 11:00 p.m. every day;

(collectively, the “**Access Times**”). The School District and its servants, employees, agents, contractors, successors, assigns, and invitees (collectively the “**School District Users**”) shall have the exclusive use of the Court Facilities outside of Access Times. In addition, the School District may have access to and use of the Court Facilities during weekends for specific school events to be held during the Access Times on at least four months’ prior written notice to the City up to a maximum of four times during each calendar year, and the City may not unreasonably withhold its permission to the School District.

5. **Operation of Court Facilities –**

- (a) The City, through its Parks and Facilities Department, shall be responsible for the safe and lawful management of the Court Facilities during the Access Times.
- (b) The City may post regulations from time to time to be observed by all users of the Court Facilities, including School District Users, including reasonable restrictions:
 - i. prohibiting or restricting use of the Court Facilities during certain weather conditions;
 - ii. prohibiting or restricting food or drink being brought on to the Court Facilities;
 - iii. prohibiting or restricting structures or other objects being placed on the Court Facilities.

The School District shall ensure that all School District Users comply with any such restrictions.

6. **School District Maintenance Services** - The School District shall provide the following routine maintenance for the Court Facilities and surrounding area to the same standard and frequency that it sets for its other similar school recreational facilities:

- (a) litter control and removal when schools are in session;
- (b) court surface cleaning;
- (c) fencing and wind screen repair;
- (d) post and net inspections and adjustments; and
- (e) graffiti removal;

but not including any repair, maintenance, cleaning or other costs resulting from City Users’ negligent use of the Court Facilities

7. **City Maintenance Services** - The City shall provide the following repair and maintenance services in respect of the Court Facilities to the same standard and frequency that it sets for its other similar community recreational facilities:

- (a) provide and install nets and posts as required,
- (b) repair of the Court Facilities, including without limitation court markings, surface coating, fence replacement and replacement of court surface;

- (c) control of access to the Court Facilities during the Access Times;
- (d) litter control and removal during Access Times; and
- (e) payment for all utilities used by the Court Facilities;

but not including any repair, maintenance, cleaning or other costs resulting from School District Users' negligent use of the Court Facilities.

- (f) In making repairs or doing maintenance of the Court Facilities the City may bring and leave upon the Court Facilities the necessary materials, tools and equipment, provided that the City safely secures such materials, tools and equipment and uses reasonable efforts to schedule such maintenance and repairs so as to minimize any inconvenience, annoyance, or other injury to the School District or any invitee or neighbour of the School District.

8. Costs relating to Court Facilities –

- (a) For clarity, except as may be expressly agreed by the School District in this Agreement or in another written agreement signed by the School District, the School District is not responsible for any costs relating to the purchase, delivery, installation, repair, cleaning, maintenance or replacement of the Court Facilities during the Term.
- (b) The City and School District shall mutually agree upon cost sharing for the replacement of the playing surface of the Court Facilities at the expiry of its useful life from time to time during the Term. However, the City may terminate this Agreement during the last year of the then current Term upon six months' written notice to the School District if the City reasonably believes that the useful life of Court Facilities has expired or will expire during or soon after the end of that Term, and the City does not wish to replace the Court Facilities.

9. Insurance –

- (a) The City will provide and maintain insurance in respect of the use of the Court Facilities by the City Users in such amounts and on such terms and conditions as would a prudent operator of similar community recreation facilities.
- (b) The School District will provide and maintain insurance in respect of the use of the Court Facilities by the School District Users in such amounts and on such terms and conditions as would a prudent operator of similar school recreation facilities.

10. Indemnity –

- (a) The City hereby releases, saves harmless and shall indemnify and hold harmless the School District and the School District's trustees, officers, employees, agents, and contractors from and against all liabilities, claims, losses, damages, costs and expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any personal injury or death of a person, or damage to or loss of property, or any other loss or damage of any kind whatsoever arising out of any default of the City under this Agreement, the use or occupation of any of the Court Facilities by any of the City Users,

or the operation and maintenance of the Court Facilities, except to the extent that such loss arises from the independent negligence of the School District or the breach of this Agreement by the School District.

- (b) The School District hereby releases, saves harmless and shall indemnify and hold harmless the City and the City's elected officials, officers, employees, agents, and contractors from and against all liabilities, claims, losses, damages, costs and expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any personal injury or death of a person, or damage to or loss of property, or any other loss or damage of any kind whatsoever arising out of any default of the School District under this Agreement or the use or occupation of any of the Court Facilities by any of the School District Users, except to the extent that such loss arises from the independent negligence of the City or the breach of this Agreement by the City.

11. **Notices** – Except in the case of an emergency, when notice may be given by telephone with later confirmation in writing, any notice which is to be given under this Agreement shall be in writing and either delivered by hand or sent by facsimile transmission, addressed as follows:

To the City:

Attention: Director, Parks and Facilities
11995 Haney Place
Maple Ridge, BC V2X 6A9

Fax: (604) 467-7329

To the School District:

Attention: Secretary Treasurer
22225 Brown Ave.
Maple Ridge, BC V2X 8N6

Fax: (604) 463-4181

or to such other address or facsimile number of which notice has been given as provided in this section. Any notice which is delivered by hand is to be considered to have been given on the day it is delivered. Any notice which is sent by fax is to be considered to have been given on the first business day after it has been sent and an electronic confirmation of delivery has been received. If a Party changes its address or fax number, or both, it shall promptly give notice of its new address or fax number, or both, to the other Party as provided in this section.

12. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
13. **Law of British Columbia** - This Agreement shall be construed according to the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

14. **Waiver** – Waiver by a Party of any default by the other Party must be in writing and shall not be deemed to be a waiver of any subsequent or other default.
15. **Reference** – Every reference to a Party is deemed to include the heirs, executors, administrators, successors, permitted assigns, servants, employees, agents, contractors, officers, licensees and invitees of such Party wherever the context so requires or allows.
16. **Not Partners** - The Parties are not partners or joint venturers and the legal relationship between them is contractual only and not a partnership, joint venture, trust or agency.
17. **Time of the Essence** – Time is of the essence in this Agreement.
18. **Succession** – This Agreement and the License it contains are personal to the City and may not be assigned by the City, including by succession or by operation of law, except with the prior written consent of the School District, which may be reasonably withheld. The City may sublicense the Court Facilities for the use or uses authorized in writing by the School District, provided that the School District is notified, the sublicensee agrees in writing to comply with the terms of the License, any sublicense shall not relieve the City of any of its obligations hereunder, and any acts and omissions of a sublicensee shall be considered the acts and omissions of the City. This Agreement shall enure to the benefit of and be binding upon the School District and its successors and assigns, notwithstanding any rule of law or equity to the contrary.
19. **No Interest in Land** – The rights of the City pursuant to this Agreement are contractual only and this Agreement does not grant the City an interest in land.
20. **Fixtures** – The Parties acknowledge and agree that the Court Facilities are and will continue to be fixtures forming part of the Lands as they are constructed, and will be legally owned solely by the School District, notwithstanding any other provision of this Agreement or the Construction Agreement, and notwithstanding any payment of costs by the City.
21. **Entire Agreement** - This Agreement, the Master Agreement and the Construction Agreement constitute the entire agreement between the Parties regarding the Lands, and supersede and replace all other negotiations and communications between the Parties regarding the Lands including, without limitation, the 2004 Agreement to the extent that the 2004 Agreement relates to the Lands.
22. **Not Affecting City's Rights** – Nothing contained or implied herein shall prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* [SBC 2003] c. 26, the *Local Government Act* [RSBC 2015] c. 1, or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the School District.

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 42 (MAPLE
RIDGE – PITT MEADOWS)**
by its authorized signatories:

Date: _____

Date: _____

SCHEDULE A



THE CITY OF VICTORIA



OFFICE OF THE MAYOR

May 29, 2019,

To The Union of British Columbia Municipalities,

I am writing on behalf of Victoria City Council, requesting favourable consideration and resolutions of support to restore Provincial support for libraries.

At the May 23, 2019 Council Meeting, Council approved the following resolution:

WHEREAS WHEREAS libraries are a social justice equalizer that provide universal access to information and learning materials irrespective of income levels;

WHEREAS libraries are now so much more than books, building community and a sense of inclusion;

WHEREAS restoring funding to libraries supports the BC Government's agenda to eliminate poverty, improve access to education, and address social justice in BC;

WHEREAS funding rates have been frozen since 2009 and inflationary costs have increasingly been put on municipal property tax payers which is a regressive approach to funding public libraries;

WHEREAS municipalities face downloading from upper levels of government and have few tools to raise funds,

THEREFORE BE IT RESOLVED that Council request the Mayor write to the Minister of Education, the Premier, and all local MLAs strongly advocating for the restoration of library funding to a level that reflects both inflationary cost increases since 2009 and the value of this system to the Province.

BE IT FURTHER RESOLVED that this resolution be forwarded to other municipalities in the Capital Regional District and across BC requesting their favourable consideration.

We eagerly look forward to your support on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Helps'.

Lisa Helps
Victoria Mayor