

City of Maple Ridge

**COMMITTEE OF THE WHOLE
AGENDA
July 16, 2019
1:30 p.m.
Council Chamber**

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

Chair: Acting Mayor

1. **CALL TO ORDER**
2. **ADOPTION AND RECEIPT OF MINUTES**
 - 2.1 Minutes of the Committee of the Whole Meeting of July 2, 2019
3. **DELEGATIONS/STAFF PRESENTATIONS – (10 minutes each)**
 - 3.1 Maple Ridge Historical Society Annual Report
4. **PUBLIC WORKS AND DEVELOPMENT SERVICES**

Note:

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

- 1101 2019-062-SP, 24366, 24388 River Road, 24548 Lougheed Highway, and PID 012-847-046 Soil Deposit Permit Application

Staff report dated July 16, 2019 recommending that the application for a Soil Deposit Permit for 24366, 24388 River Road, 24548 Lougheed Highway, and PID 012-847-046 be approved and forwarded to the Agricultural Land Commission.

1102 2019-079-SP, 9842 264 Street, Soil Deposit Permit Application

Staff report dated July 16, 2019 recommending that the application for a Soil Deposit Permit for 9842 264 Street be approved and forwarded to the Agricultural Land Commission.

1103 2019-229-AL, 20981 123 Avenue, Application for Non-adhering Residential Uses in the Agricultural Land Reserve

Staff report dated July 16, 2019 recommending that Application 2019-229-AL for residential development within the Agricultural Land Reserve be forwarded to the Agricultural Land Commission.

1104 2019-244-RZ, 12155 Edge Street Discharge Land Use Contract No. L74462 and U101211; First Reading Zone Amending Bylaw No. 7567-2019

Staff report dated July 16, 2019 recommending that Zone Amending Bylaw No. 7567-2019 to discharge Land Use Contract L74462 and U101211 be given first reading to rezone 12155 Edge Street to RM-2 (Medium Density Apartment Residential) to permit the construction of two, 5 storey purpose built rental apartment buildings consisting of 212 units with 256 parking stalls.

1105 2017-035-RZ, 11775 and 11781 Burnett Street, RS-1 to RM-2, Housing Agreement Bylaw No. 7556-2019

Staff report dated July 16, 2019 recommending that 11775 and 11781 Burnett Street Housing Agreement Bylaw No. 7556-2019 be given first and second reading and third reading concurrent with Maple Ridge Zone Amending Bylaw No. 7325-2017 and that Maple Ridge Zone Amending Bylaw No. 7325-2017 to rezone from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit a five storey, 64 rental unit apartment building) be given second reading and be forwarded to Public Hearing.

1106 2019-168-DVP, 23988 Dewdney Trunk Road

Staff report dated July 16, 2019 recommending that the Corporate Officer be authorized to sign and seal 2019-168-DVP to permit third party signs on the subject property limited to the businesses on adjacent parcels on 240 Street.

1107 2019-078-DP, 300 - 20201 Loughheed Highway

Staff report dated July 16, 2019 recommending that the Corporate Officer be authorized to sign and seal 2019-078-DP to allow the rebranding of a portion of the former Safeway grocery store located at 300 - 20201 Loughheed Highway into a Freshco grocery store.

1108 Maple Ridge Highway and Traffic Amending Bylaw No. 7566-2019

Staff report dated July 16, 2019 recommending that Maple Ridge Highway and Traffic Amending Bylaw No. 7566-2019 be given first, second and third readings.

1109 128 Avenue (210 Street to 224 Street) Roadworks Project Close-Out Report

Staff report dated July 16, 2019 providing information on final project costs for the 128 Avenue corridor from 210 Street to 224 Street roadworks.

1110 Award of Contract ITT-OP19-38: McNutt Road PRV Chamber Replacement

Staff report dated July 16, 2019 recommending that Contract ITT-OP19-38: McNutt Rod PRV Chamber Replacement be awarded to Triahn Enterprises (2018) Ltd., that a construction contingency to address potential variations in field conditions be approved; that the financial plan be amended to increase the budge and that the Corporate Officer be authorized to execute the contract.

1111 Award of Contract RFP-EN19-26: Engineering Consulting Services for an Integrated Asset Management Strategy

Staff report dated July 16, 2019 recommending that Contract RFP-EN19-26: Engineering Consulting Services for an Integrated Asset Management Strategy be awarded to GHD; that contingency funding be approved; and that the Corporate Officer be authorized to execute the agreement.

5. CORPORATE SERVICES

6. PARKS, RECREATION & CULTURE

1151 Maple Ridge Historical Society Operating and Lease Agreement Renewal

Staff report dated July 16, 2019 recommending that the Maple Ridge Historical Society Operating Agreement be approved, that the Maple Ridge Historical Society Lease Agreement for the Brick Yard House & Office be approved, that the Maple Ridge Historical Society Lease Agreement for St. Andrew's Church be approved and that the Maple Ridge Historical Society Lease Agreement for The Old Post Office be approved and that the Corporate Officer be authorized to execute the agreements.

7. **ADMINISTRATION (including Fire and Police)**
8. **OTHER COMMITTEE ISSUES**
9. **ADJOURNMENT**
10. **COMMUNITY FORUM**

COMMUNITY FORUM

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

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

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

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

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

For more information on these opportunities contact:

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

Approved by: 

Date: July 11/19

Space below for Clerk's Department Use Only

Checked by:
Date:

Checked by:
Date:

COMMITTEE OF THE WHOLE MEETING MINUTES

July 2, 2019

The minutes of the meeting held on July 2, 2019 at 1:43 p.m. in Council Chamber of City Hall, 11995 Haney Place, Maple Ridge, BC.

PRESENT

Elected Officials:

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

Appointed Staff

K. Swift, Acting Chief Administrative Officer
D. Pope, Acting General Manager Parks, Recreation & Culture
D. Pollock, General Manager Engineering Services
C. Goddard, Director of Planning
L. Benson, Director of Corporate Administration

Other Staff as Required

D. Hall, Planner
W. Cooper, Planner
C. Nolan, Corporate Controller
Y. Chui, Recreation Manager Arts & Community Connections

ABSENT

Councillor K. Duncan

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

1. **CALL TO ORDER**

2. **ADOPTION AND RECEIPT OF MINUTES**

2.1 Minutes of the Committee of the Whole Meeting of June 18, 2019

It was moved and seconded

That the minutes of the June 18, 2019 Committee of the Whole Meeting be adopted.

CARRIED

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

4. **PUBLIC WORKS AND DEVELOPMENT SERVICES**

1101 **2019-183-AL, 12176 237 Street, Application to Exclude Land from the Agricultural Land Reserve**

Staff report dated July 2, 2019 providing options for consideration pertaining to Application 2019-183-AL to exclude approximately 1.12 hectares (2.8 acres) of land from the Agricultural Land Reserve.

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

It was moved and seconded

That the staff report dated July 2, 2019 titled "2019-183-AL, 12176 237 Street, Application to Exclude Land from the Agricultural Land Reserve" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1102 **2019-126-AL, 12392 248 Street, Application for Non-adhering Residential Uses in the Agricultural Land Reserve**

Staff report dated July 2, 2019 recommending that Application 2019-126-AL for residential development within the Agricultural Land Reserve be forwarded to the Agricultural Land Commission.

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

It was moved and seconded

That the staff report dated July 2, 2019 titled "2019-126-AL, 12392 248 Street, Application for Non-adhering Residential Uses in the Agricultural Land Reserve" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1103 **2019-200-AL, 13055 210 Street, Application for Non-adhering Residential Uses in the Agricultural Land Reserve**

Staff report dated July 2, 2019 recommending that Application 2019-200-AL for residential development within the Agricultural Land Reserve be forwarded to the Agricultural Land Commission.

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

It was moved and seconded

That the staff report dated July 2, 2019 titled "2019-200-AL, 13055 210 Street, Application for Non-adhering Residential Uses in the Agricultural Land Reserve" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1104 2018-464-RZ, 11907 223 Street, RM-3 to RM-2

Staff report dated July 2, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7563-2019 to rezone from RM-3 (High Density Apartment Residential District) to RM-2 (Medium Density Apartment Residential District) to permit the construction of a six-storey residential apartment with approximately 51 units be given first reading and that the applicant provide further information as described on Schedules A, C, D and E of the Development Procedures Bylaw No. 5879-1999.

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

It was moved and seconded

That the staff report dated July 2, 2019 titled "First Reading, Zone Amending Bylaw No. 7563-2019, 11907 223 Street" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1105 2019-090-RZ, 22090 Cliff Avenue, RS-1 to RS-1b

Staff report dated July 2, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7559-2019 to rezone from RS-1 (One Family Urban Residential) to RS-1b (One Family Urban (medium density) Residential) to allow future subdivision into 2 lots be given first reading and that the applicant provide further information as described on Schedules B, E and G of the Development Procedures Bylaw No. 5879-1999.

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

Mayor Morden left the meeting at 2:15 during discussion of the item.

It was moved and seconded

That the staff report dated July 2, 2019 titled "2019-090-RZ, First Reading, Zone Amending Bylaw No. 7559-2019, 22090 Cliff Avenue" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

Councillor A. Yousef, Councillor G. Robson - OPPOSED

1106 2019-119-RZ, 12791 232 Street, RS-2 to C-1

Staff report dated July 2, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7558-2019 to rezone from RS-2 (One Family Suburban Residential) to CS-1 (Service Commercial) to permit a commercial development be given first reading and that the applicant provide further information as described on Schedules A, C and D of the Development Procedures Bylaw No. 5879-1999.

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

It was moved and seconded

That the staff report dated July 2, 2019 titled "First Reading, Zone Amending Bylaw No. 7558-2019, 12791 232 Street" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1107 2017-489-RZ, 11917 and 11903 Burnett Street, RS-1 to RM-2

Staff report dated July 2, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7407-2017 to rezone from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit construction of 54 residential apartment units be given second reading as amended and be forwarded to Public Hearing.

Wendy Cooper, Planner provided a summary presentation and staff answered Council questions.

Mayor Morden returned to the meeting at 2:28 pm.

It was moved and seconded

That the staff report dated July 2, 2019 titled "Second Reading, Zone Amending Bylaw No. 7407-2017, 11917 and 11903 Burnett Street" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1108 2017-573-RZ, 11575, 11587 223 Street and 22300 River Road (PID 011-537-141), RS-1 to RM-2

Staff report dated July 2, 2019 recommending that Maple Ridge Zone Amending Bylaw No. 7420-2018 to rezone from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit the construction of approximately 36 apartment units be given second reading and be forwarded to Public Hearing.

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

It was moved and seconded

That the staff report dated July 2, 2019 titled "Second Reading, Zone Amending Bylaw No. 7420-2018; 11575, 11587 223 Street and 22300 River Road (PID 011-537-141)" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1109 2016-091-DVP, 14155 Marc Road

Staff report dated July 2, 2019 recommending that the Corporate Officer be authorized to sign and seal 2016-091-DVP to vary retaining wall height.

Diana Hall, Planner provided a summary presentation and staff answered Council questions. The applicant provided additional information.

It was moved and seconded

That the staff report dated July 2, 2019 titled "Development Variance Permit, 14155 Marc Road" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1110 2018-089-DVP, 14310 256 Street

Staff report dated July 2, 2019 recommending that the Corporate Officer be authorized to sign and seal 2018-089-DVP to omit the requirement to upgrade services and utilities on 256 Street.

It was moved and seconded

That the staff report dated July 2, 2019 titled "Development Variance Permit, 14310 256 Street" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1111 2019-210-DVP, 22768 and 22772 119 Avenue

Staff report dated July 2, 2019 recommending that the Corporate Officer be authorized to sign and seal 2019-210-DVP to vary parking from 126 stalls to 112 stalls.

It was moved and seconded

That the staff report dated July 2, 2019 titled "Development Variance Permit, 22768 & 22772 119 Avenue" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

1112 Award of Contract ITT-EN19-35: Dewdney Trunk Road Watermain Replacement (Edge Street to 228 Street)

Staff report dated July 2, 2019 recommending that Contract ITT-EN19-35: Dewdney Trunk Road Watermain Replacement (Edge Street to 228 Street) be awarded to Pedre Contractors Ltd., that a construction contingency be approved, that the Financial Plan be amended to increase the budget and further that the Corporate Officer be authorized to execute the contract.

It was moved and seconded

That the staff report dated July 2, 2019 titled "Award of Contract ITT-EN19-35: Dewdney Trunk Road Watermain Replacement (Edge Street to 228 Street)" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

5. CORPORATE SERVICES

1131 2019 Community Grant

Staff report dated July 2, 2019 recommending that a community grant be awarded to the Jamia Riyadhul Jannah British Columbia Foundation.

Catherine Nolan, Corporate Controller answered Council questions.

It was moved and seconded

That the staff report dated July 2, 2019 titled "2019 Community Grant" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

6. PARKS, RECREATION & CULTURE

1151 Maple Ridge and Pitt Meadows Arts Council Proposed Bylaw Amendments

Staff report dated July 2, 2019 recommending that the changes to the Maple Ridge and Pitt Meadows Arts Council Society's bylaw be endorsed.

Yvonne Chui, Recreation Manager Arts & Community Connections answered Council questions.

It was moved and seconded

That the staff report dated July 2, 2019 titled "Maple Ridge Pitt Meadows Arts Council Proposed Bylaw Amendments" be forwarded to the Council Meeting of July 9, 2019.

CARRIED

7. *ADMINISTRATION (including Fire and Police)* - Nil
8. *OTHER COMMITTEE ISSUES* - Nil
9. *ADJOURNMENT* - 3:04 p.m.

C. Meadus, Chair
Presiding Member of the Committee



mapleridge.ca

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Soil Deposit Permit application for
24366, 24388 River Road, 24548 Lougheed Highway, and PID 012-847-046

MEETING DATE: July 16, 2019
FILE NO: 2019-062-SP
ATTN: CoW

EXECUTIVE SUMMARY:

A Soil Deposit Permit application has been made to the City for the deposit of 638,000 cubic meters (m³) of soil (approximately 95,000 trucks) on the properties at, 24366 and 24388 River Road, 24548 Lougheed Highway and the adjacent lot (PID 012-847-046) situated north of 24548 Lougheed Highway. These properties are designated Industrial in the Official Community Plan. The applicant intends to rezone the property to Industrial following completion of the soil deposit project. The Applicant anticipates the soil deposit work will take approximately seven years to complete.

This application is being processed under the requirements of the City of Maple Ridge Soil Deposit Bylaw (7412-2017) which requires Council's review and approval on applications that propose the deposit of more than 20,000 cubic meters (approximately 3,000 loads) of material.

RECOMMENDATION:

That the application for a Soil Deposit Permit submitted for the deposit of 638,000 cubic meters on the properties at 24366, 24388 River Road, 24548 Lougheed Highway, and adjacent lot to 24548 Lougheed Highway (PID 012-847-046) be approved by Council.

DISCUSSION:

1) Background Context:

Applicant: Sumas Soil Recycling
Owner: Lougheed Highway Holdings Inc.

Legal Descriptions (4):

1. DL 409; NWL; Plan: LMP P39102 (24548 Lougheed Highway)
OCP : Existing: Industrial
Zoning: Existing: RS-3 (One Family Rural Residential)
2. DL 409; NWD; Plan: NWP8151 (no civic address, lot adjacent to and immediately north of 24548 Lougheed Highway)
OCP : Existing: Industrial
Zoning: Existing: RS-3 (One Family Rural Residential)

3. DL 409; NWD; Plan: NWP11584 (24388 River Rd.)
 OCP : Existing: Industrial
 Zoning: Existing: RS-3 (One Family Rural Residential)
4. Lot 3; DL 409; NWD; Plan: NWP12820 (24366 River Rd.)
 OCP : Existing: Industrial
 Zoning: Existing: RS-3 (One Family Rural Residential)

Surrounding Uses:

North:	Use:	5 properties, Agricultural and Rural Residential
	Zone:	(5) 100% RS-3 (One Family Rural Residential)
	OCP:	(3) 100% IND (Industrial)
		(1) 68% IND (industrial); 32% AGR (Agricultural)
		(2) 100% SUBRES (Suburban Residential)
South	Use:	Canadian Pacific Railway corridor and Fraser River foreshore
	Zone:	(2) 100% RS-3 (One Family Rural Residential)
	OCP:	(2) 100% IND (Industrial)
East	Use:	Recreation Commercial and Rural Residential
	Zone:	(3) 100% RS-3 (One Family Rural Residential)
		(2) 100% CS-3 (Recreation Commercial)
	OCP:	(5) 100% IND (Industrial)
West	Use:	10 properties, Rural Residential
	Zone:	(5) 100% RS-3 (One Family Rural Residential)
		(5) 100% RS-2 (One Family Suburban Residential)
	OCP:	(8) 100% RURRES (Rural Residential)
		(2) 100% IND (Industrial)

Existing Use of Property: Suburban Residential, not currently in use
 Proposed Use of Property: Industrial following completion of Soil Deposit Permit and Rezoning
 Access: Lougheed Highway

2) Project Description:

The subject properties are approximately 9.79 hectares in total area and are located between Lougheed Highway to the north and the Canadian Pacific Railway to the south. This application arises from an interest to prepare this group of properties for future industrial use. The Applicant has proposed to deposit soil onto the properties in order to provide a buildable surface while also improving environmental conditions associated with the watercourse on the property and the steep slope habitat. The Applicant is proposing to place 638,000 m³ of soil (approximately 95,000 truck loads) over approximately 5.5 hectares (56%) of the properties. This project will result in approximately 13 acres (5.3 hectares) of land that can be used for the City's Industrial land base.

The soil is to be deposited in two adjoining ravines on the property (Appendix C). The proposal requires the infill of a watercourse at the base of the ravines with the creation of six new watercourse channels on the project site as compensation (Appendix D). To compensate for the alteration of steep slopes within the ravine the Applicant will also rehabilitate the southern steep slope with the removal of invasive species and the planting of native trees (Appendix E).

The City does not generally permit the infilling of watercourses or the alteration of steep slopes, however, this project will result in significant improvement to the watercourse and steep slope habitats. The improvement includes the creation of watercourses and drainage channels and adjacent riparian habitat, restoration planting of trees along the steep south facing slope, as well as the remediation of unpermitted materials that have been deposited on site in the past.

The project work plan identifies a seven year timeframe for project completion. The Applicant has confirmed that they intend to apply for rezoning during the project's sixth year. The properties under this application are designated Industrial in the Official Community Plan and are intended for employment use.

3) Environmental Implications:

i) Soil Stability and Monitoring:

The Applicant has retained GeoPacific Engineering Ltd. as their Qualified Professional Engineer to provide geotechnical planning and monitoring services for the project. GeoPacific Engineering Ltd has recommended a soil deposit plan that consists of eight separate lifts for soil placement. The Professional Engineer has recommended a weekly monitoring program for this project. The Professional Engineer will work in cooperation with the Canadian Pacific Railway to monitor the railway infrastructure for potential settlement.

ii) Soil Quality and Monitoring:

If a Soil Deposit Permit is issued, the Applicant will follow a soil acceptance and management protocol that includes: pre-acceptance screening, soil testing, removal of contaminated soil (if/when confirmed) and quarterly reporting to the City. A qualified professional will be required to oversee the testing and reporting of the soil quality.

The soil quality will be required to meet the standards as set out in the Contaminated Sites Regulation for Residential use. The work plan provided by the Applicant identifies they do not intend on initiating a rezoning process until the soil deposit project is nearing completion (sixth year of operation).

Past use of the property included unpermitted dumping of materials in and around the ravines and watercourse. A fire was previously reported on the property which occurred in the location of the unpermitted material. The Applicant will be remediating this material as part of their soil management program and geotechnical review of the project site.

iii) Tree Management:

Trees within the proposed soil deposit and regrading area are expected to be removed from the property. Trees and shrubs will be planted along the proposed watercourse compensation channels, the proposed stormwater management channels and along the steep slopes on the property. Refundable securities and timelines have been approved for the completion of the habitat enhancement and compensation planting required for this project.

Under the City's Tree Management Bylaw the developable portion of the site following completion of the Soil Deposit Permit will require planting of 40 trees per hectare within the developable area. The planting and planning for these trees will occur when the property is rezoned and developed.

iv) Stormwater Management and Water Quality:

Should Council support the proposed soil deposit project the Permit Holder will be required (in compliance with the City's Watercourse Protection Bylaw) to manage stormwater and to protect water quality in accordance with the approved plans. A refundable security will be held by the City and may be used in the event stormwater management and/or water quality concerns arise.

v) Watercourse Compensation and Habitat Rehabilitation:

The proposed soil deposit project includes the infill of two adjoining ravines and a watercourse. As compensation for the proposed project, the Applicant will establish six new watercourse channels within the project site. The overall project will result in net habitat gains from a quantitative and qualitative perspective.

The compensation will include establishing riparian habitat along the watercourses and enhancement planting along a seventh watercourse. In addition to the watercourse compensation, the applicant will also remove invasive species from the steep southern slope and replant the steep slope area with native trees (Appendix E). The proposed watercourse compensation and steep slope improvements along with the remediation of past site impacts (including the deposit of unpermitted materials) within the watercourse area of the site provides substantial habitat improvements and justification for the infill and relocation of the watercourse and alteration to the steep slopes on site.

vi) Refundable Securities:

The City will require refundable securities for the watercourse and steep slope impacts as well as for the proposed Soil Deposit Permit works. The securities for the watercourse and habitat enhancement work will be held until a minimum of 5 years has passed following completion of the proposed watercourse relocation and habitat enhancement work. The security for the soil deposit permit will be held until one year following successful completion of all permit related work.

4) Intergovernmental Considerations:

i) Department of Fisheries and Oceans:

The project has been approved by the Department of Fisheries and Oceans Canada.

ii) Ministry of Forest Lands and Natural Resource Operations and Rural Development:

The project was approved by the Ministry of Forest Lands and Natural Resource Operations and Rural Development in February of 2015 under the initial application. City Staff directed the Applicant to resubmit the application to the Ministry for an amendment to the approved timelines as outlined in the provincial approval from 2014.

In addition to the watercourse relocation and compensation work required and approved by the Ministry, the Applicant is also required to complete a Species at Risk assessment for Oregon Forestsnail and provide a management plan for the relocation of the species from the work area. Work on the project site will not be permitted until the management plan and relocation are completed.

iii) Ministry of Transportation and Infrastructure:

The access for the project site is proposed to occur from Lougheed Highway on the east side of the project site. A Traffic Management Plan has been submitted to the Ministry of Transportation and Infrastructure for review and approval. The Applicant will be required to work with the Ministry for access requirements. Work on the project site will not be permitted until the Ministry provides approval of the Transportation Management Plan.

5) Interdepartmental Implications:

Filling, land grading, traffic, road conditions, and water quality will require the involvement of Planning, Engineering, and Bylaws departments. The permit (if approved) will include a detailed list of requirements that will assist in ensuring that the site works are compliant with municipal regulations and best management practices.

6) Citizen/Customer Implications:

i) Residents:

The Applicant has completed the public notice requirements as identified in the City's Soil Deposit Bylaw through:

1. a mail out to property owners within 500m of the project site,
2. the installation of a development information sign for the soil deposit project at the access point to the project site (east side) adjacent to Lougheed Highway,
3. two consecutive public notices in the local newspaper, and
4. an Information Meeting held on April 16th, 2019.

A total of 82 letters were mailed out to property owners and the information meeting was attended by eight people. Through the Applicant's public communication process comments were received by the applicant through their Information Meeting as well as from email correspondence from three individuals. The following five concerns were raised.

1. The Applicant will deposit contaminated/hazardous material on the property.
2. The proposed soil deposit work will impact the watercourse and wildlife on the project site.
3. The soils on site are of poor quality and not stable and the potential impact to the adjacent railway infrastructure.
4. The soil deposit operation will generate noise that may impact neighbouring properties.
5. The soil deposit operation impact local water quality

The concerns raised have been addressed through the Soil Deposit Permit application process.

Soil Quality

The Applicant has proposed, and will be required to follow, a soil acceptance and management protocol. The soil will be screened prior to deposit, stockpiled on site, and lab tested prior to final placement. Soil material that is not of acceptable quality under the Contaminated Sites Regulation will be isolated and removed from the site. The Applicant intends on rezoning the property to Industrial use for when the Soil Permit project is completed. The Applicant has confirmed (verbal and submitted work plan) that they intend on initiating the rezoning application during the sixth year of the soil deposit project.

It is normal for most applicants of developments to submit their rezoning application a year before they expect to actually develop given approval process timelines. To meet Council's employment objectives for the City, industrial development of this site cannot be achieved without the filling of this site. This work will result in approximately 13 acres (5.3 hectares) of land that can be added to the City's Industrial Land base.

Watercourse and Wildlife

The Applicant's Environmental Professionals have worked with City Staff to prepare compensation and habitat enhancement plans that will improve the overall habitat across the project site associated with both the watercourses as well as the steep slopes. The project will result in an overall net habitat gain from both a qualitative and quantitative perspective. Approximately 11 acres (4.5 hectares) of land including watercourses, riparian habitat and steep slope habitat will be protected through conservation covenant.

A habitat assessment for Oregon Forestsnail and management plan for that species has been identified as a requirement by the provincial government as a condition of approval.

Soil stability

The Applicant has been working with a Professional Geotechnical Engineer who has identified a seven year long phased soil deposit process. The Geotechnical Engineer will be required to undertake ongoing monitoring and reporting to the City. The Applicant, working with Canadian Pacific Railway, will also install and monitor settling gauges along the adjacent railway infrastructure for any settling impacts from the soil deposit project. The proposed project will also address the past materials that were deposited on site without permits which will improve the soils on site from both a quality and a structural perspective.

Noise

Local residents may experience an increase in noise associated with the operation of construction machinery on site. The site has natural buffers (that will remain undisturbed) to the neighbouring properties through a vegetated watercourse and ravine along the east of the project site and a vegetated hillside to the west. In addition to the buffers on the east and west side of the site, the initial three years (approximately) of the project will be focused within the lower portions of the ravine feature onsite and the topography on the project site would limit the noise impact on neighbouring properties. The City Noise Bylaw limits machine operation to 7am to 9pm Monday through Saturday, while machine operation is not permitted on Sundays or holidays. The Applicant's consultants have stated that average truck traffic to the site will be in the range of 18-20 trucks a day and therefore the overall noise from truck traffic and movement of material on site would be limited.

If noise concerns are raised during the operation of the project City Staff will have the ability to work with the Permit Holder on mitigating the noise concerns through changes in operational scheduling, changes to site conditions, and changes to site management practices.

Water Quality

Water quality will be managed by the Applicant and contractor through the installation and maintenance of Erosion and Sediment Control measures. A Groundwater Impact Assessment has been completed for this site and the proposed project and the assessment has concluded that the proposed work will not impact the underlying aquifer. The water quality on site and Erosion and Sediment Control measures will be monitored by a Qualified Professional.

ii) Canadian Pacific Railway:

The Applicant has communicated with the Canadian Pacific Railway. The impact to the rail is expected to be minimal to none. The Canadian Pacific Railway has identified conditions for monitoring the site for stormwater management as well as for slope stability and ground settlement. A settlement monitoring plan for the railway infrastructure will be required and approved by Canadian Pacific Railway prior to fill placement.

ALTERNATIVES:


The alternative would be to not fill this site and keep the lands zoned for residential use. Without the proposed environmental compensation and rehabilitation, the development options for industrial uses are very limited due to the watercourse on site and the steep slopes.

CONCLUSION:

Based on the information provided by the Applicant, the Soil Deposit Permit application 2019-062-SP is supported by Staff. It is recommended that this proposal be approved through resolution by Council.



Prepared by: Mike Pym, MRM, MCIP, RPP
Environmental Planner



Approved by: Chuck Goddard, BA, MA
Director of Planning



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



Concurrence: Kelly Swift
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C – Fill Plans:

GSP1.9 revised June 12, 2013; and,

GSP 2.2 dated May 14, 2013

Appendix D – Watercourse Compensation Plans:

1668-01-27;

1668-01-28;

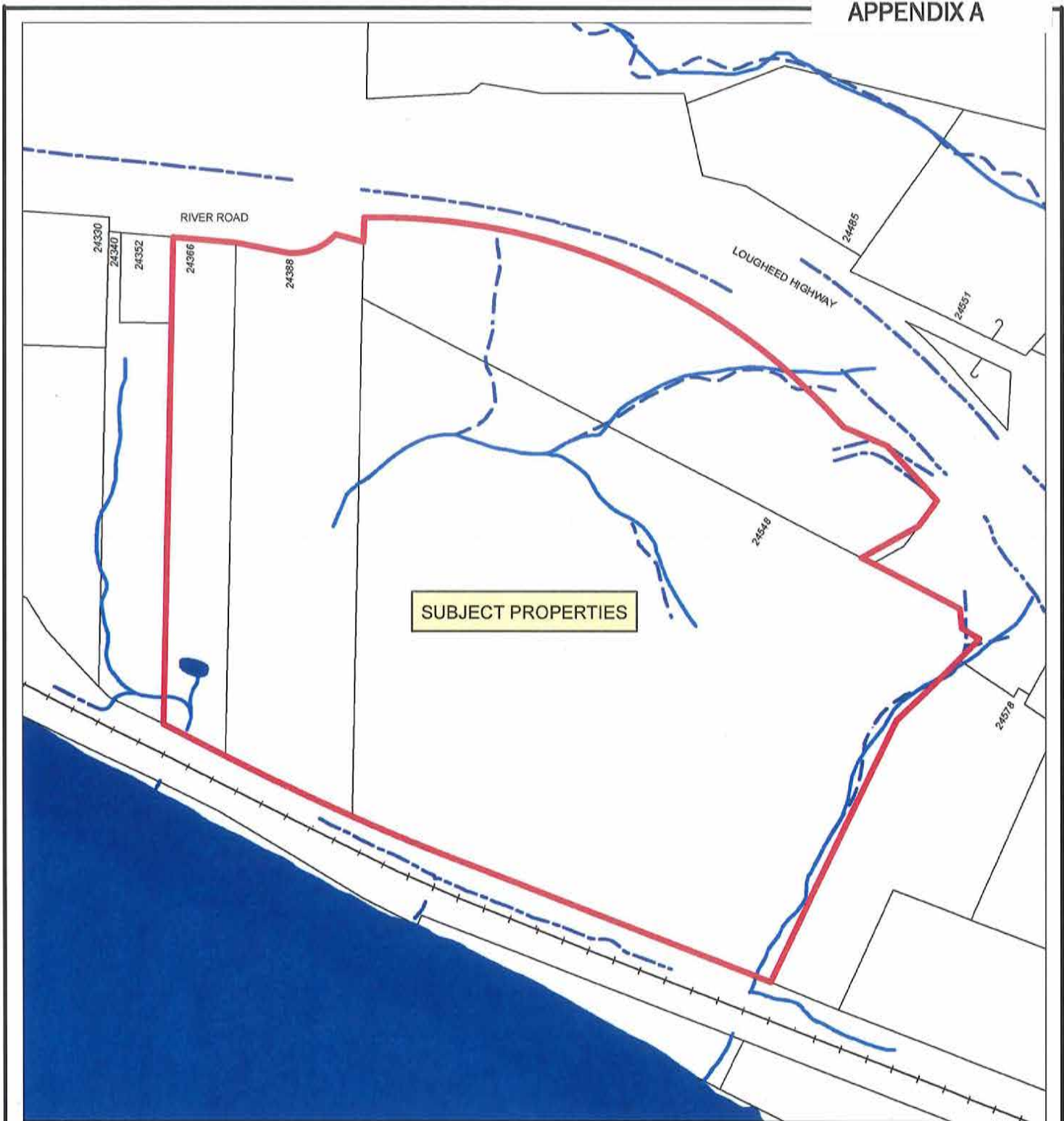
1668-01-29

1668-01-12; and,

1668-01-13;

Appendix E – Steep Slope Habitat Enhancement Plans

1668-01-14



SUBJECT PROPERTIES

Legend

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

24366/88 RIVER ROAD,
24548 LOUGHEED HIGHWAY &
PID 012-847-046

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2019-062-SP
DATE: Jul 10, 2019

BY: PC

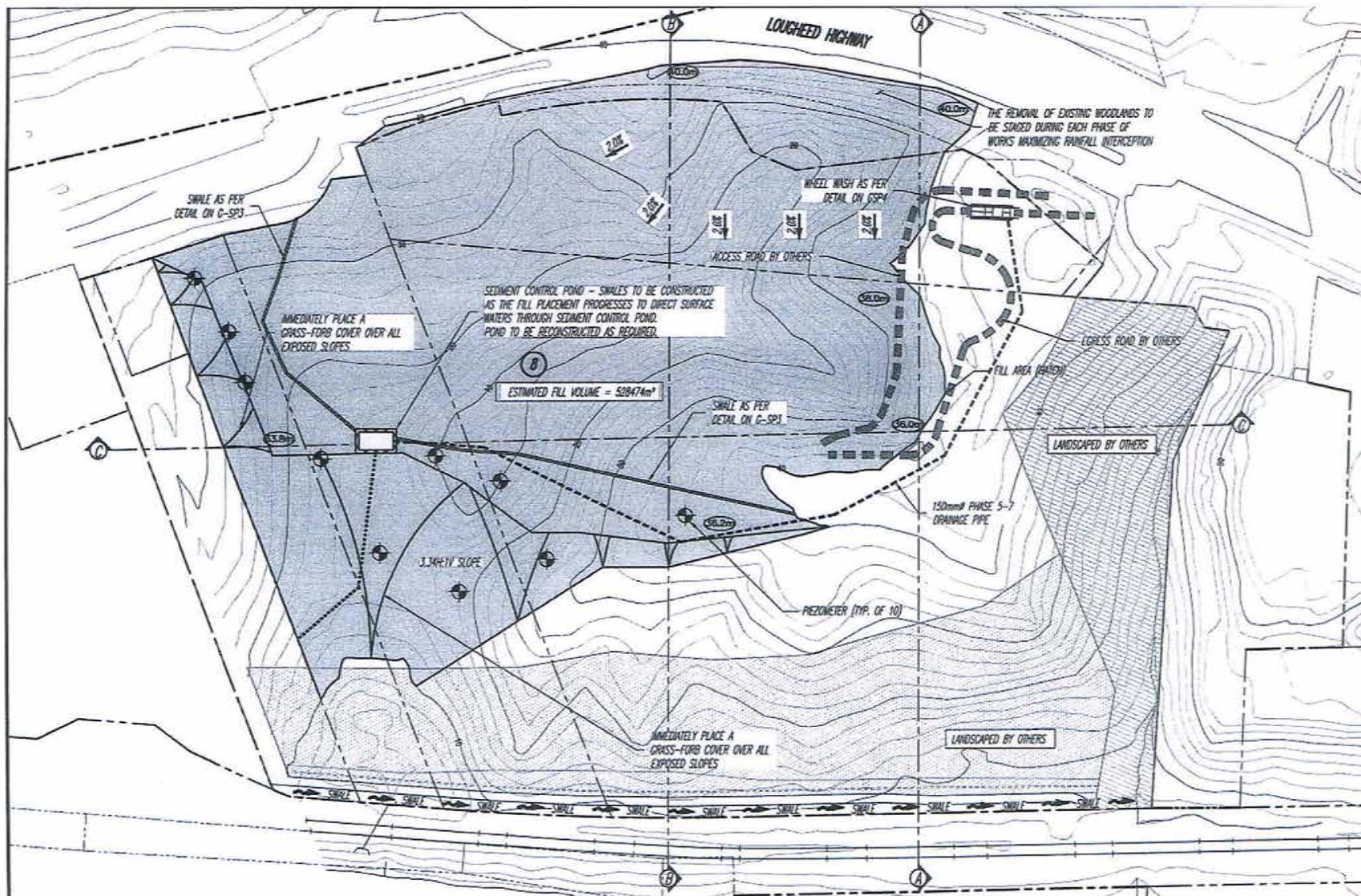


Scale: 1:2,500



Appendix C - Fill Plans:

GSP1.9 revised June 12, 2013; and,
GSP 2.2 dated May 14, 2013



IF DELAYS TO THE WORK ON SITE ARE EXPECTED TO LAST LONGER THAN 3 MONTHS ALL DISTURBED SLOPES AND EXPOSED FILL TO BE PLANTED WITH A NATIVE VEGETATED MIX.



LEGEND:

- - - EXISTING CONTOUR (m)
- - - SHALE/DIRECTION OF FLOW BY OTHERS
- [Hatched Box] PARK AREA
- [Dotted Box] CONSERVATION AREA
- (1) PHASE NUMBER
- 2.0% - DIRECTION/GRADE OF SLOPE
- 8.0m - PROPOSED GRADE ELEVATION
- (M) MONITORING STATION
- (P) PIEZOMETER LOCATION

STAGE IX - BACKFILL
PHASE 8 EL. 38.0m-40.0m

SITE PLAN
SCALE = 1:1,500

JUL 26 2013

REFERENCE:

215-1200 West 73rd Ave.
Vancouver, B.C.
Canada V6P 6G5
Ph: (604) 439-0827
Fax: (604) 439-5169

GeoPacific
Consultants Ltd.

DATE: MAY 14, 2013
DWN. BY: J.P.C. APPD: B.G.R.
SCALE: AS SHOWN

AMIX SALVAGE & SALES LTD.
24548 LOUHEED HIGHWAY, MAPLE RIDGE, B.C.
ESC/FILL PLAN - SITE PLAN - STAGE 9

FILE NO: 10518
DWS. NO: GSP1.9

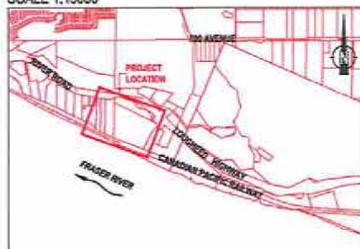
REVISIONS:
A. JUNE 12, 2013
B. JULY 24, 2013
C.



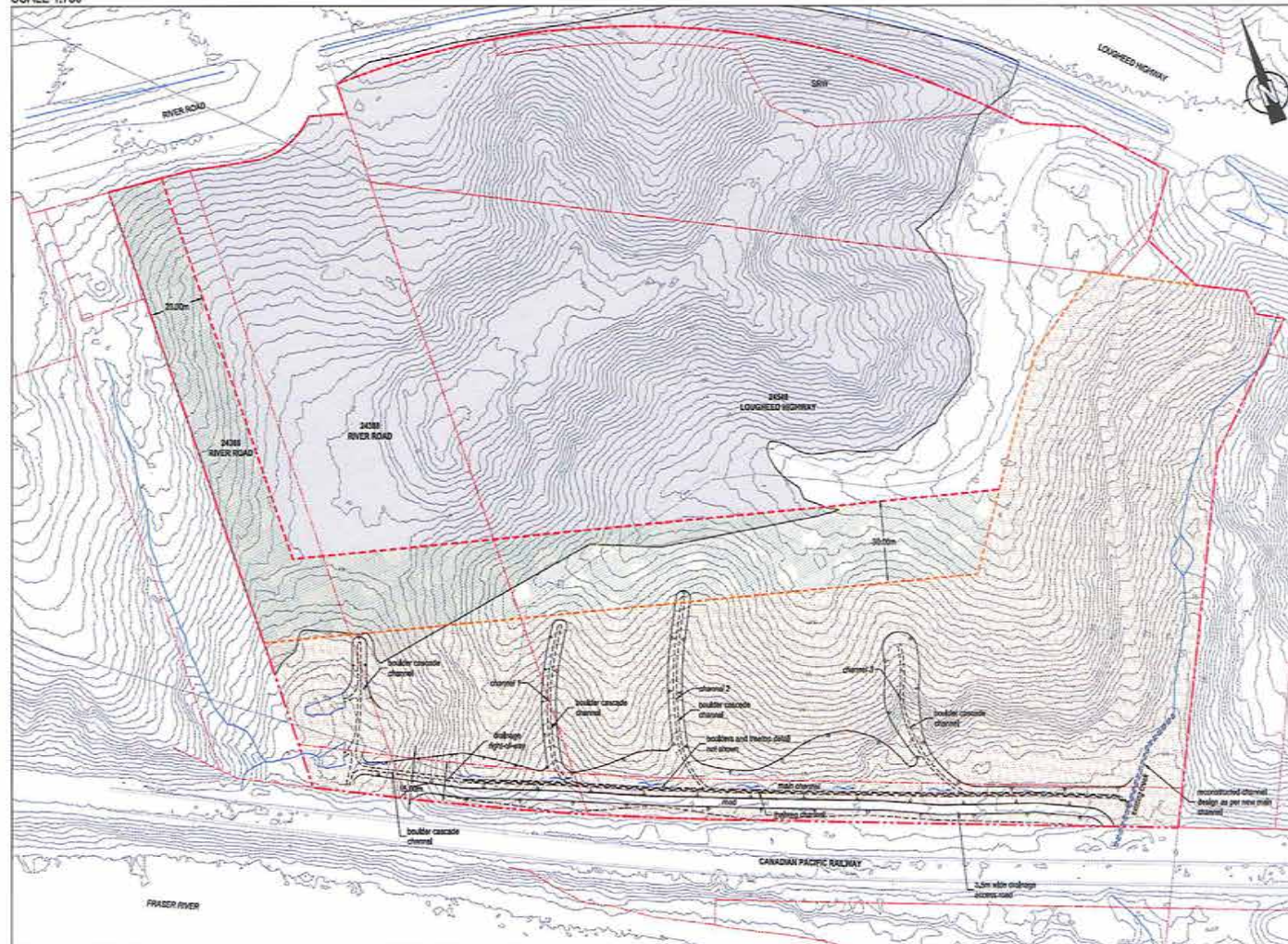
Appendix D – Watercourse Compensation Plans:

1668-01-27;
1668-01-28;
1668-01-29
1668-01-12; and,
1668-01-13;

LOCATION
SCALE 1:15000



PLAN
SCALE 1:750



LEGEND

- Conservation Area = 33,890m²
- Stormwater Management Area = 11,069m²
- Proposed Fill Area = 53,570m²

REFERENCE DRAWINGS

1. Drawing No. 1668-01-03, Rev.03, Sheet 01 of 03, "Channel Plan", May 07, 2013, Envirowest Consultants Inc.
2. Drawing No. H-2398, Sheet 01 of 02, Rev. 01, "Topographic Survey of 24548, 24386 & 24388 River Road Maple Ridge", November 01, 2012, Underhill Geomatics Ltd.
3. 2009 Legal Base and Topography from District of Maple Ridge.

24548 LOUGHEED HIGHWAY HOLDINGS LTD.

24366 AND 24388 RIVER ROAD
24548 LOUGHEED HIGHWAY
Maple Ridge, BC



envirowest consultants inc.

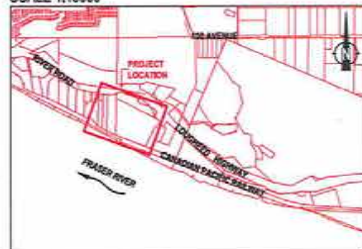
Suite 101 - 1515 Broadway Street
Port Coquitlam, British Columbia
Canada V3C 6M2
office: 604-544-0502
fax: 604-544-0507

www.envirowest.ca

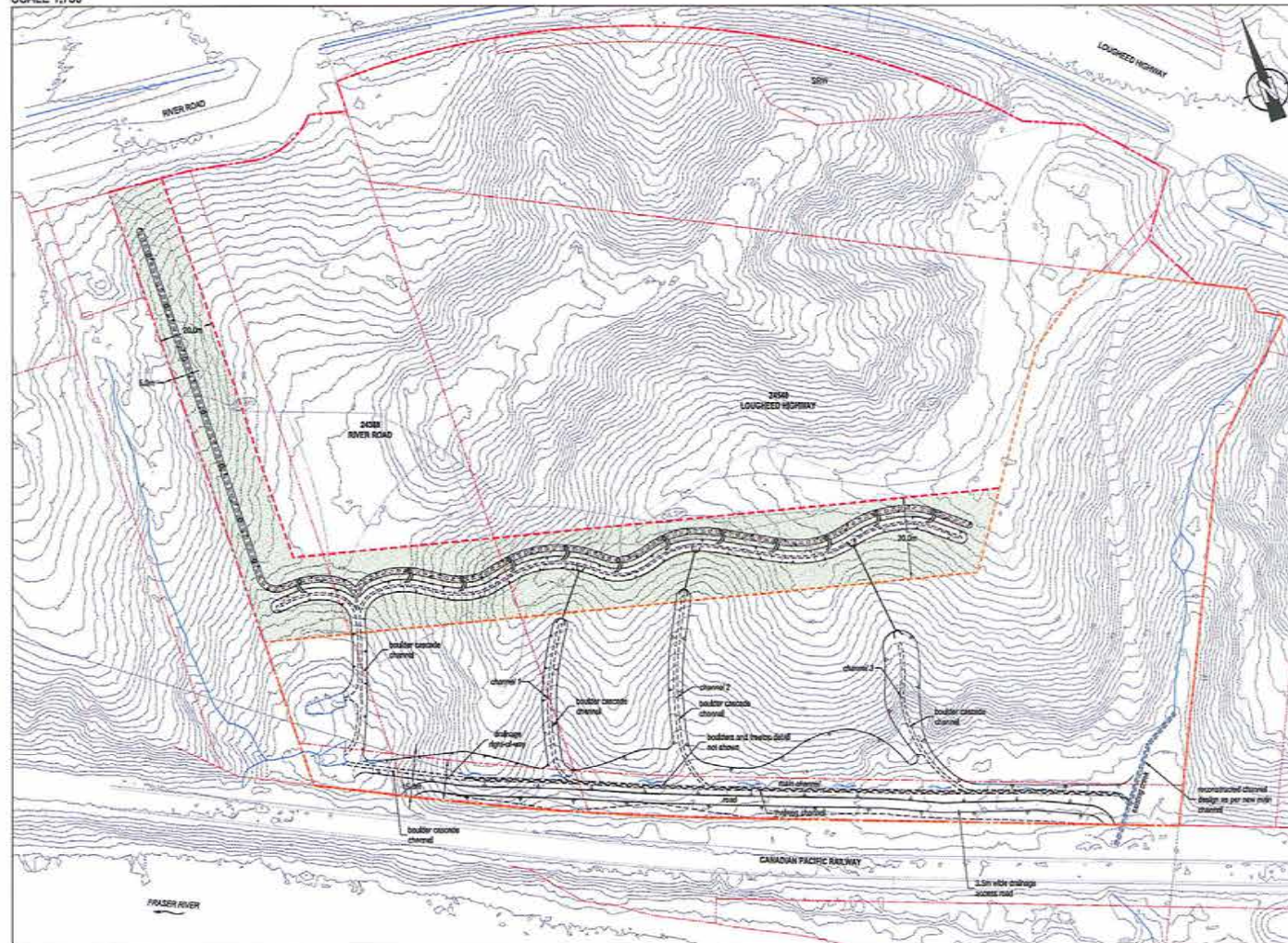
**CONSERVATION AREA
MODIFIED SPR SETBACKS WITH INTEGRATED
STORMWATER MANAGEMENT AREA**

DESIGNER MAA	DRAWING SCMCEY	CHECKED MAA	REVISION 00	REVISION DATE
SCALE As Shown	DRAWING NUMBER			1668-01-27
DATE May 31, 2013				SHEET 3 OF 3

SCALE 1:15000



SCALE 1:750



1. Drawing No. 1658-01-09, Rev.03, Sheet 01 of 03, "Channel Plan", May 07, 2013, Enlowest Consultants Inc.
2. Drawing No. H-2398, Sheet 01 of 02, Rev. 01, "Topographic Survey of 24548, 24366 & 24368 River Road
Maple Ridge", November 01, 2012, Underhill Geomatics Ltd.
3. 2009 Legal Base and Topography from District of Maple Ridge.

24366 AND 24388 RIVER ROAD
24548 LOUGHEED HIGHWAY
Maple Ridge, BC



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

CLIENT: MAA	DRAWN: CEV	CHECKED: MAA	REVISION: 00	REVISION DATE:
SCALE: As Shown			DRAWING NUMBER:	
DATE: May 31, 2013			1668-01-28	

LOCATION SCALE 1:15000



PLANT SPECIES LIST AND SPECIFICATIONS (PLAN A)

SYMBOL	COMMON NAME	LATIN NAME	NUMBER	COMMENTS
1	Douglas-fir	<i>Pseudotsuga menziesii</i>	5	1.5m - 2.0m B&B; densely branched; well established
2	Douglas-fir	<i>Pseudotsuga menziesii</i>	14	no. 2 pot; densely branched; well established
3	western redcedar	<i>Thuja plicata</i>	10	1.5m - 2.0m B&B; densely branched; well established
4	bracted maple	<i>Acer macrophyllum</i>	31	no. 2 pot; densely branched; well established
5	Indian plum	<i>Oemonea coccinea</i>	149	no. 2 pot; densely branched; well established
6	red elderberry	<i>Sambucus racemosa</i>	50	no. 2 pot; densely branched; well established
7	red alder	<i>Alnus rubra</i>	253	no. 1 pot; densely branched; well established
8	hemlock	<i>Podocarpus</i>	209	no. 1 pot; multi-stemmed; densely branched; well established

PLANT SPECIES LIST AND SPECIFICATIONS (PLAN B)

SYMBOL	COMMON NAME	LATIN NAME	NUMBER	COMMENTS
1	Douglas-fir	<i>Pseudotsuga menziesii</i>	8	1.5m - 2.0m B&B; densely branched; well established
2	Douglas-fir	<i>Pseudotsuga menziesii</i>	16	no. 2 pot; densely branched; well established
3	western redcedar	<i>Thuja plicata</i>	13	1.5m - 2.0m B&B; densely branched; well established
4	western redcedar	<i>Thuja plicata</i>	30	no. 2 pot; densely branched; well established
5	bracted maple	<i>Acer macrophyllum</i>	59	no. 2 pot; densely branched; well established
6	Indian plum	<i>Oemonea coccinea</i>	243	no. 2 pot; densely branched; well established
7	red elderberry	<i>Sambucus racemosa</i>	54	no. 2 pot; densely branched; well established
8	red alder	<i>Alnus rubra</i>	204	no. 1 pot; densely branched; well established
9	hemlock	<i>Podocarpus</i>	457	no. 1 pot; multi-stemmed; densely branched; well established

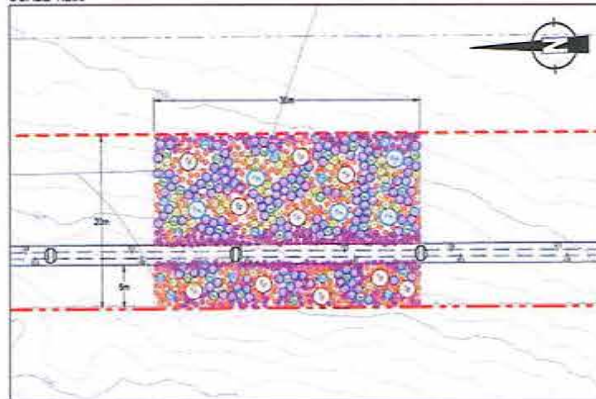
GENERAL LANDSCAPE SPECIFICATIONS

- Plant material and the planting of such material are to be in accordance with the British Columbia Landscape Standard (sewer-waters) jointly published by the British Columbia Society of Landscape Architects and the British Columbia Landscape Nursery Association.
- All works are to be conducted in accordance with the sediment control provisions of the "Land Development Guidelines for the Protection of Aquatic Habitat" jointly published by BC Ministry of Environment and Fisheries and the British Columbia Society of Landscape Architects.
- All plant material is to be inspected and approved by Environment prior to installation.
- Growing medium is to be free of any acids, rocks, noxious grass, weeds, toxic materials, stone over 30 mm diameter, foreign objects, and possess an acidity range (pH) of 5.5 to 7.5. Growing medium is to be inspected by Environment prior to placement.
- All blackberry (*Rubus* sp.) and *R. arcticus* are to be removed and grubbed from project site.
- All debris and/or access material from landscape operations are to be collected and disposed off-site in accordance with all regulatory requirements.
- Disturbed areas are to be seeded with red fescue (*Festuca rubra*) augmented with fescue (*Elymus angustifolius*) and graminoid (*Cladonia* sp.) seed; percentage composition and application rate of final seed mix to be determined by Environment.
- All western redcedar (*Thuja plicata*) must be of native stock; any cultivars, such as 'T. plicata-vir. excelsa', are not to be planted.
- The contractor is to provide five (5) years of post maintenance. Plant maintenance is to include watering, selective pruning and clearing of blackberry. Staked sustainability is to equal one-hundred (100) percent for (5) years from planting. Replacement of dead stock may be required to fulfil this specification. Replacement stock is also subject to one-hundred (100) percent sustainability for (5) years from planting.

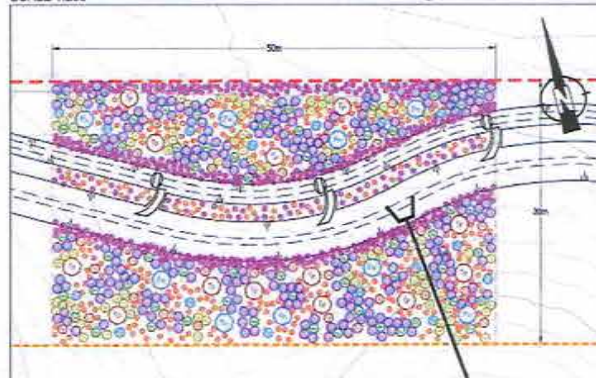
REFERENCE DRAWINGS

- Drawing No. 1668-01-08, Rev.03, Sheet 01 of 03, "Channel Plan", May 07, 2013, Envirowest Consultants Inc.
- Drawing No. H-2398, Sheet 01 of 02, Rev. 01, "Topographic Survey of 24548, 24366 & 24388 River Road Maple Ridge", November 01, 2012, Underhill Geomatics Ltd.
- 2009 Legal Base and Topography from District of Maple Ridge.

PLAN A - TYPICAL 30m SECTION SCALE 1:250

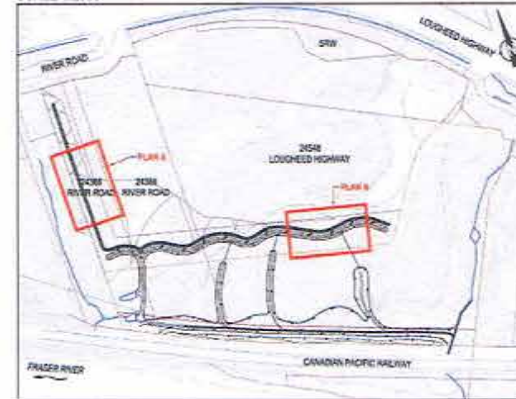


PLAN B - TYPICAL 50m SECTION SCALE 1:250

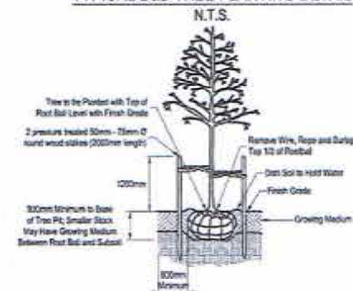


Note:
Plantings to be 'tied' to existing native vegetation as required

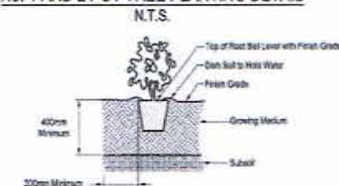
KEY PLAN SCALE 1:2000



TYPICAL B&B TREE PLANTING DETAIL



TYPICAL CONTAINER SHRUB AND No. 1 AND 2 POT TREE PLANTING DETAIL



24548 LOUGHEED HIGHWAY HOLDINGS LTD.

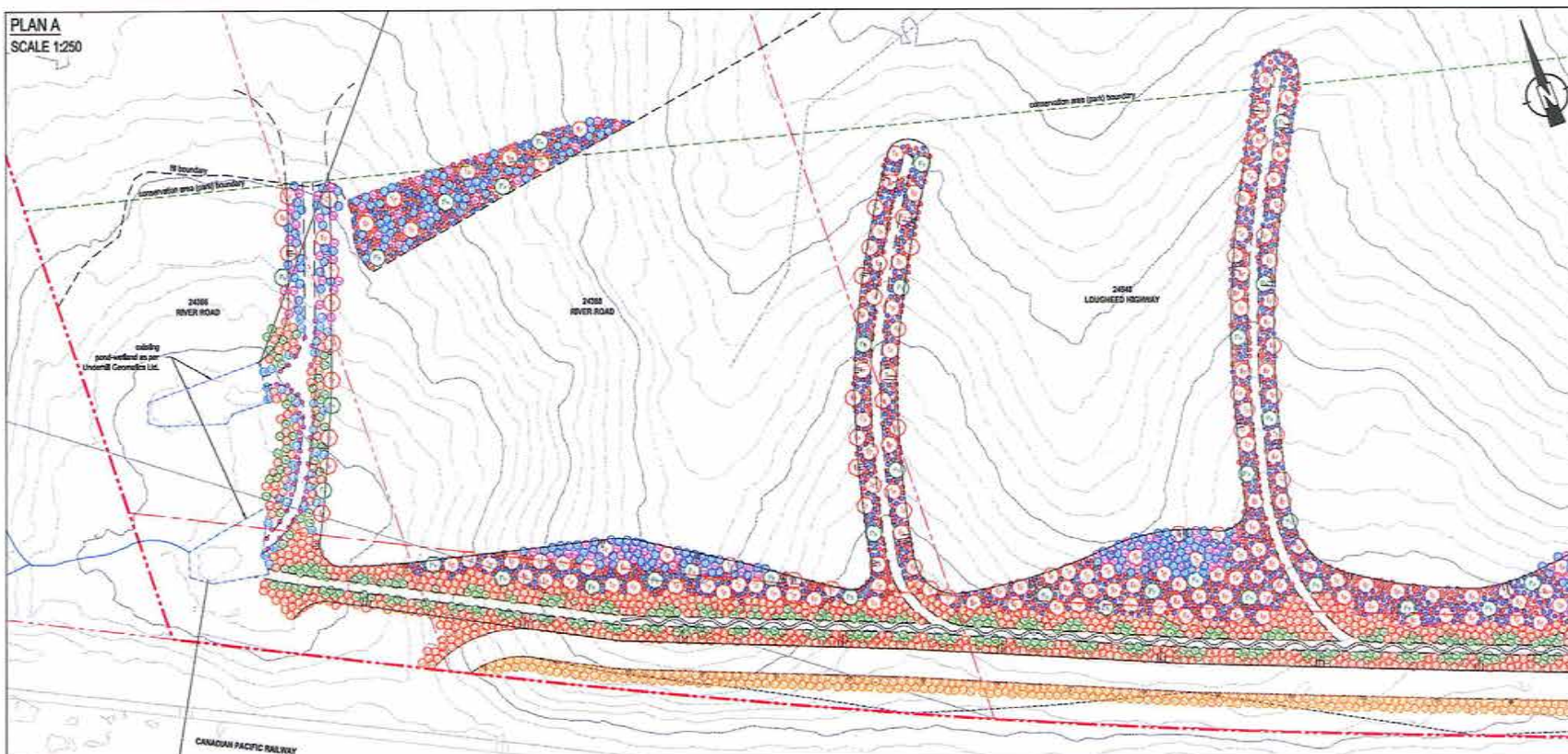
24366 AND 24388 RIVER ROAD
24548 LOUGHEED HIGHWAY
Maple Ridge, BC



STORMWATER MANAGEMENT PLAN LANDSCAPE DESIGN GUIDELINES

DESIGN	SHOWN	CHECKED	REVISION	REVISION DATE
MM	CEV		00	
SCALE	As Shown		DRAWING NUMBER	1668-01-29
DATE	July 18, 2013			

PLAN A
SCALE 1:250



LOCATION
SCALE 1:5000



REFERENCE DRAWINGS

1. Drawing No. H-2398, Sheet 01 of 02, Rev. 01, "Topographic Survey of 24548, 24366 & 24388 River Road Maple Ridge", November 01, 2012, Underhill Geomatics Ltd.
2. 2009 Legal Base and Topography from District of Maple Ridge.

GENERAL LANDSCAPE SPECIFICATIONS

1. Plant material and the planting of such material are to be in accordance with the British Columbia Landscape Standard (seventh edition) jointly published by the British Columbia Society of Landscape Architects and the British Columbia Landscape Nursery Association.
2. All works are to be conducted in accordance with the sediment control provisions of the "Land Development Guidelines for the Protection of Aquatic Habitat" jointly published by BC Ministry of Environment and Fisheries and Oceans Canada.
3. All plant material is to be inspected and approved by Environment prior to installation.
4. Growing medium is to be free of any noxious, toxic, noxious grass, weeds, toxic materials, stone over 30 mm diameter, foreign objects, and possess an acidity range (pH) of 5.5 to 7.5. Growing medium is to be inspected by Environment prior to placement.
5. All stockery (Ruhoff director and R. latifolia) is to be cleaned and grouted from planting areas.
6. All debris and/or excess material from landscape operations are to be collected and disposed of in accordance with all regulatory requirements.
7. Disturbed areas are to be seeded with red fescue (*Festuca rubra*) augmented with brome (*Elymus repens*) and galfornia (*Solidago canadensis*) seed, percentage composition and application rate of final seed mix to be determined by Envirowest.
8. All western redbud (*Thoe platensis*) must be of native stock; any cultivars, such as 'T. platensis var. eximia', are not to be planted.
9. Woody debris comprised of logs (diameter > 200mm) and root wads (diameter > 12m), generated through construction of new channels to be placed as snags and downed logs as per field direction of Envirowest.
10. The contractor is to provide five (5) years of plant maintenance. Plant maintenance is to include watering, selective pruning and clearing of stockery. Species survivorship is to equal one hundred (100) percent five (5) years from planting. Replacement of dead stock may be required to fulfill this specification. Replacement stock is also subject to one hundred (100) percent survivorship five (5) years from planting.

24548 LOUGHEED HIGHWAY HOLDINGS LTD.

24366 AND 24388 RIVER ROAD
24548 LOUGHEED HIGHWAY
Maple Ridge, BC



envirowest consultants inc.

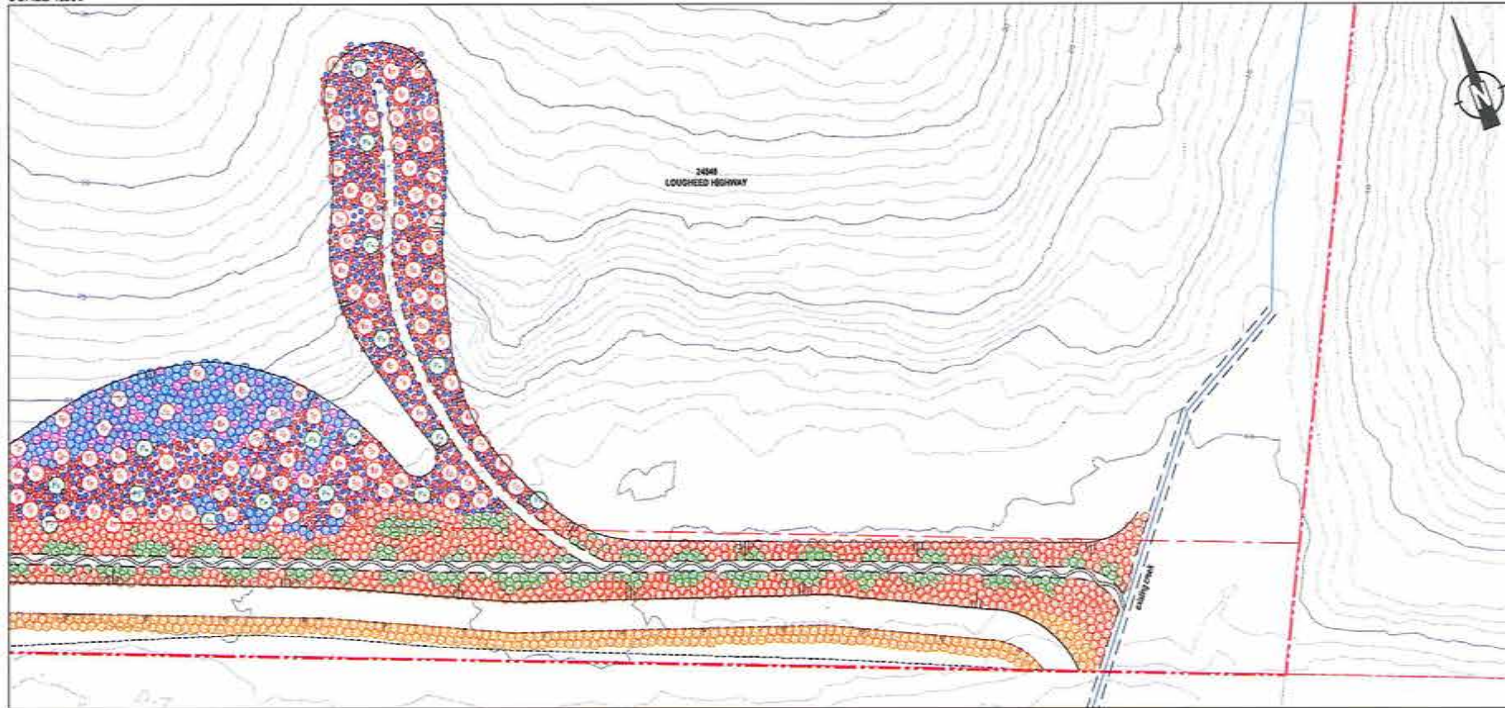
Suite 101 - 1515 Broadway Street
Port Coquitlam, British Columbia
Canada V3C 6M2
office: 604-944-0502
fax: 604-944-0507

www.envirowest.ca

LANDSCAPE PLAN A

DESIGNER MAA	DRAWN CEV	CHECKED	REVIEWED 01	REVISION DATE July 25, 2013
SCALE As Shown			DRAWING NUMBER 1668-01-12	
DATE January 17, 2013				SHEET 1 OF 2

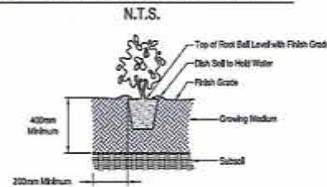
PLAN B
SCALE 1:250



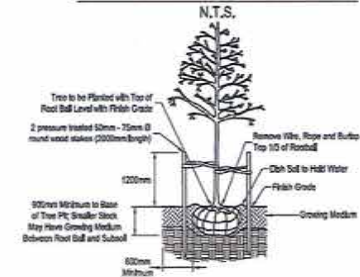
PLANT SPECIES LIST AND SPECIFICATIONS (PLAN A AND PLAN B)

SYMBOL	COMMON NAME	LATIN NAME	PLAN A	PLAN B	COMMENTS
①	Sitka spruce	<i>Picea sitchensis</i>	34	17	1.5m - 2m B&B; densely branched; well established
②	western redcedar	<i>Thuja plicata</i>	171	94	1.5m - 2m B&B; densely branched; well established
③	black huckleberry	<i>Lonicera involucrata</i>	35	0	no. 2 pot; densely branched; well established
④	broadleaf maple	<i>Acer macrophyllum</i>	92	74	no. 2 pot; densely branched; well established
⑤	Indian plum	<i>Omanthe canadensis</i>	184	194	no. 2 pot; densely branched; well established
⑥	red-osier dogwood	<i>Cornus stolonifera</i>	678	673	no. 2 pot; densely branched; well established
⑦	Saskatoon	<i>Ambrosia arbutifolia</i>	252	283	no. 2 pot; densely branched; well established
⑧	Sitka willow	<i>Salix sitchensis</i>	346	278	no. 2 pot; densely branched; well established
⑨	red alder	<i>Alnus rubra</i>	800	572	no. 1 pot; densely branched; well established
⑩	salmonberry	<i>Rubus spectabilis</i>	1082	689	no. 1 pot; multi-stemmed; densely branched; well established
⑪	weigela	<i>Spiraea cydonioides</i>	41	0	no. 1 pot; well established

TYPICAL CONTAINER SHRUB AND
No. 1 AND 2 POT TREE PLANTING DETAIL



TYPICAL B&B TREE PLANTING DETAIL



24548 LOUGHEED HIGHWAY HOLDINGS LTD.

24366 AND 24388 RIVER ROAD
24548 LOUGHEED HIGHWAY
Maple Ridge, BC

envirowest consultants inc.
Suite 101 - 1515 Broadway Street
Port Courtenay, British Columbia
Canada V3C 6M2
office: 804-944-0502
facsimile: 804-944-0507
www.envirowest.ca

LANDSCAPE PLAN B
LANDSCAPE DETAILS AND SPECIFICATIONS

DESIGNED MAA	DRAWN CEV	CHECKED	REVIEWED 01	REVISION DATE July 25, 2013
SCALE As Shown	DATE January 17, 2013		DRAWING NUMBER 1668-01-13	SHEET 2 OF 2

REFERENCE DRAWINGS
1. Drawing No. H-2360, Sheet 01 of 02, Rev. 01, "Topographic Survey of 24548, 24366 & 24388 River Road Maple Ridge", November 01, 2012, Underhill Geomatics Ltd.
2. 2009 Legal Base and Topography from District of Maple Ridge.

Appendix E – Steep Slope Habitat Enhancement Plans:
1668-01-14

LOCATION
SCALE 1:5000



PLANT SPECIES LIST AND SPECIFICATIONS

SYMBOL	COMMON NAME	LATIN NAME	NUMBER	COMMENTS
	western redcedar	<i>Thuja plicata</i>	5000	77 x 1150 plant; typical 0.50m centre-to-centre spacing within areas of discolority removal as directed by Environment
	Douglas-fir	<i>Pseudotsuga menziesii</i>	5000	
	bracketed maple	<i>Acer macrophyllum</i>	5000	

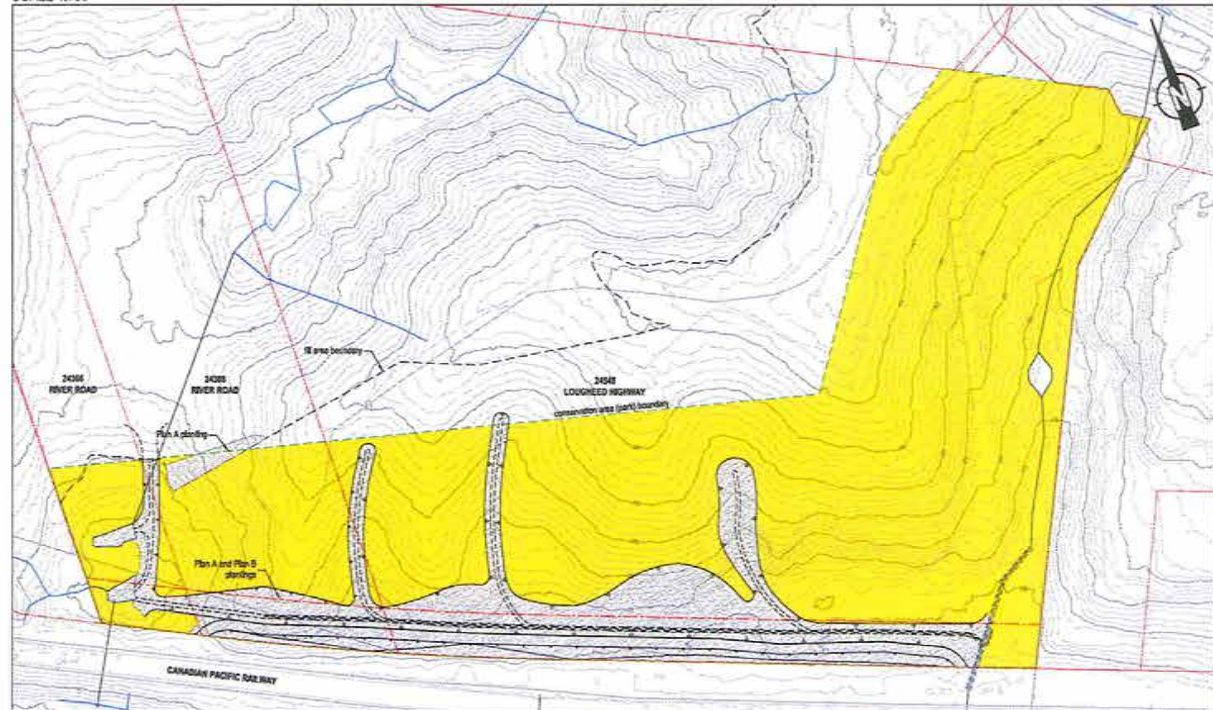
GENERAL LANDSCAPE SPECIFICATIONS

- Plant material and the planting of such material are to be in accordance with the British Columbia Landscape Standard (seventh edition) jointly published by the British Columbia Society of Landscape Architects and the British Columbia Landscape Nursery Association.
- All work is to be conducted in accordance with the sediment control provisions of the "Land Development Guidelines for the Protection of Aquatic Habitat" jointly published by BC Ministry of Environment and Heritage and the District of Columbia.
- All plant material is to be inspected and approved by Environment prior to installation.
- Growing medium is to be free of any subsoils, roots, mulch, grass, weeds, toxic materials, stones over 30 mm diameter, foreign objects, and possess an acidity range (pH) of 5.5 to 7.5. Growing medium is to be inspected by Environment prior to placement.
- All discolority (Palmex discolor and A. discolor) is to be removed and grubbed from planting area to less than twenty (20) percent of existing area cover.
- All debris and/or excess material from landscape operations are to be collected and disposed of in accordance with all regulatory requirements.
- Disturbed areas to be seeded with red fescue (*Festuca rubra*) augmented with timothy (*Phleum pratense*) and galfur (*Solidago canadensis*) seed; percentage composition and establishment rate of final seed mix to be determined by Environment.
- All western redcedar (*Thuja plicata*) must be of native stock; any cultivars, such as T. plicata var. *excelsa*, are not to be planted.
- Woody debris comprised of logs (diameter > 200mm) and root wads (diameter > 1.0m), generated through construction of new channels to be placed as snags and downed logs as per field direction of Environment.
- The contractor is to provide five (5) years of plant maintenance. Plant maintenance is to include watering, selective pruning and clearing of discolority. Species survivorship is to equal eighty (80) percent five (5) years from planting. Replacement of dead stock may be required to fulfill this specification. Replacement stock is also subject to eighty (80) percent survivorship five (5) years from planting.

REFERENCE DRAWINGS

- Drawing No. 19-2358, Sheet 01 of 02, Rev. 01, "Topographic Survey of 24548, 24366 & 24368 River Road Maple Ridge", November 01, 2012, Underhill Geomatics Ltd.
- 2009 Legal Base and Topography from District of Maple Ridge.

PLAN C
SCALE 1:750



24548 LOUGHEED HIGHWAY HOLDINGS LTD.

24366 AND 24388 RIVER ROAD
24548 LOUGHEED HIGHWAY
Maple Ridge, BC



envirowest consultants inc.

Suite 101 - 1515 Broadway Street
Port Coquitlam, British Columbia
Canada V3C 6M2
office: 604-644-0902
toll-free: 800-644-0902

www.envirowest.ca

LANDSCAPE PLAN C
LANDSCAPE DETAILS AND SPECIFICATIONS

DESIGNED MAA	DRAWN CEV	CHECKED	REVIEWED 01	REVISION DATE July 25, 2013
SCALE As Shown			DRAWING NUMBER 1668-01-14	
DATE January 17, 2013				

City of Maple Ridge

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Soil Deposit Permit application for 9842 264 Street

MEETING DATE: July 16, 2019
FILE NO: 2019-079-SP
ATTN: CoW

EXECUTIVE SUMMARY:

A Soil Deposit Permit application has been made to the City for the deposit of 14,000 cubic metres (m³) of soil on the property at 9842 264th St. The property is located within the Agricultural Land Reserve. A Soil Use application to deposit soil on land in the Agricultural Land Reserve is required under Sections 20(3) and 25(1b) of the *Agricultural Land Commission Act*.

This application is being processed under the requirements of the Agricultural Land Commission which requires Council's approval of the proposed soil deposit activity on Agricultural Land Reserve land prior to forwarding the application to the Agricultural Land Commission for review. Based on the information provided by the applicant, the application for the deposit of soil at 9842 264th St. meets the requirements under the City's Soil Deposit Bylaw (7412-2017).

RECOMMENDATION:

That the application for a Soil Deposit Permit under Section 20(3) and 25(1b) of the *Agricultural Land Commission Act* submitted for the property at 9842 264 Street be approved through resolution by Council and forwarded to the Agricultural Land Commission.

DISCUSSION:

1) Background Context:

Applicant:	Co-Pilot Industries Ltd. Allan Morris
Legal Description:	Lot: 4, Section: 6, Township: 15, Plan: NWP2721
OCP : Existing:	Agricultural
Zoning: Existing:	RS-3 (One Family Rural Residential)
Surrounding Uses:	
North:	Use: 3 properties, Agricultural and Rural Residential
	Zone: (3) 100% RS-3 (One Family Rural Residential)
	OCP: (3) 100% URBRES (Urban Reserve)

South	Use:	Agricultural and Rural Residential
	Zone:	100% RS-3 (One Family Rural Residential)
	OCP:	100% AGR (Agricultural)
East	Use:	Agricultural and Rural Residential
	Zone:	100% RS-3 (One Family Rural Residential)
	OCP:	100% AGR (Agricultural)
West	Use:	2 properties, Agricultural and Rural Residential
	Zone:	(2) 100% RS-3 (One Family Rural Residential)
	OCP:	(1) 100% AGR (Agricultural)
		(1) 100% URBRES (Urban Reserve)
Existing Use of Property:		Agricultural, Single Family Residential
Proposed Use of Property:		Agricultural, Single Family Residential
Access:		264 th Street

2) Project Description:

This subject property is approximately 1.99 hectares (4.9 acres) and is located within the Agricultural Land Reserve. This application arises from the property owner's interest to improve agricultural utilization of the property. The applicant has proposed to deposit soil onto the property in order to improve soil quality on the property and to reduce the uneven terrain that limits the operation of agricultural machinery in certain areas of the property. The applicant is proposing to place 14,000 m³ of soil (approximately 2,000 truck loads) over 1.4 hectares (3.5 acres) of the property. The land owner's proposal consists of an average fill depth of 1.0 metre.

The property owner has installed drainage to improve their use of the property in the past. Further drainage improvements will be implemented. The property owner actively manages the land on the property but does not have farm tax status. The property owner is interested in planting trees across the property in support of a tree farm and a small hobby farm.

The applicant has submitted a survey drawing from Wade & Associates Inc. and two reports from Statlu Environmental Consulting Ltd. that provide a final grading plan, a soil quality assessment and a hydrological assessment.

The property owner submitted a Soil Deposit Permit application for this property in 2015 (2015-151-SP) and the application was denied by Council as they were concerned that the Soil Deposit Bylaw (5763-1999) did not provide enough protection for residents, environment and agricultural land. Council instructed staff to initiate a review of the Soil Deposit Bylaw. A public review process for the Soil Deposit Bylaw was completed in May of 2018 with Council adopting a new Soil Deposit Bylaw (7412-2017). This application has been submitted and reviewed under the City's new Soil Deposit Bylaw.

3) Environmental Implications:

i) Soil Quality and Monitoring:

A soils study completed by Statlu Environmental Consulting Ltd. has concluded that depositing soil according to their recommendations will improve soil quality from a mixture of Class 3 soils to Class 2 soils (Appendix C).

The Applicant will be required to provide log books for the soil material deposited to provide the source locations and contractors responsible for the material. A Professional Agrologist (soils specialist) will be required to conduct regular inspections of the project site and the deposited soil material. The Agrologist will also be required to provide a final assessment of the soil quality following completion of the project.

City Staff will conduct regular inspections of the soil deposit site over the duration of the project. The applicant will be required to submit a soil deposit security that will be held until the end of the project. The security could be used by the City to address any deficiencies or non-compliance if the contractor fails to complete the project as approved.

ii) Tree Management:

The property owners have planted numerous trees on the property over recent years and are interested in protecting the trees on the property. Two trees on site have been identified as having poor health. The removal of trees from the property will require a tree permit application and permit. Tree protection will be placed along, or back from, the critical root zones of the trees in proximity to the proposed work areas.

iii) Stormwater Management and Water Quality:

Statlu Environmental Consulting Ltd. has confirmed that the proposed importation of soil and the relocation and installation of stormwater management features will have negligible impact on local hydrology and will not affect drainage patterns on neighbouring properties.

The Permit holder will be required (in compliance with the City's Watercourse Protection Bylaw) to manage stormwater and protect water quality through the installation and maintenance of erosion and sediment control measures. A security deposit will be held by the City that would be used in the event water quality concerns arise and are not addressed by the Contractor.

iv) Groundwater

Statlu Environmental Consulting Ltd. states that the underlying aquifer (Grant Hill Aquifer) and subsequently groundwater wells used for residential purposes will not be impacted as a result of the proposed soil deposit activity.

v) Invasive Species

Japanese knotweed has been identified on the property and property owner and contractor are aware of the knotweed. The location of the knotweed is along the east property boundary where the source of the knotweed is from a neighbouring property. The knotweed is not within, or in close proximity to, the proposed project area.

If any invasive species become established within the proposed work area during the duration of the project, an invasive species management plan, prepared by a qualified professional, will be required to direct the management and removal of these species from the work area.

vi) Soil Management

The topsoil that is currently on the property will be stripped and stockpiled prior to the start of any proposed work. The topsoil will be replaced over imported soil once areas of the project site are completed.

Imported soil will be required to be screened for coarse materials as per direction from the professional Agrologist.

4) Intergovernmental Considerations:

i) Agricultural Land Commission:

This Soil Deposit Permit application will require Agricultural Land Commission review and approval. If the Commission does not approve the application, the City cannot grant a Permit. If the Commission does approve the application, the City is obligated to grant a Permit as long as the applicant can provide all assurances requested under City regulations. The City will regulate the project through Permit conditions.

The Professional Agrologist will be required to monitor the progress of the project and provide monitoring reports to the City. An assessment of the soil improvements will be required at the end of the project to determine whether the soil class improvement as proposed has been achieved.

The Agricultural Land Commission Staff will also require monitoring reports and soil quality assessments from the Professional Agrologist. The Commission will also take a security from the applicant for the project and the security will be held until the conditions of the Commission's approval are completed.

5) Interdepartmental Implications:

Filling, land grading, traffic, road conditions, and water quality within this rural residential area are issues that affect Planning, Engineering, Building, Bylaws and Operations Departments. The permit will include a detailed list of requirements that will assist in ensuring that the site works are compliant with municipal regulations and best management practices.

6) Citizen/Customer Implications:

The applicant has completed their public notice obligations as per the City's Soil Deposit Bylaw. The Applicant installed a public notice sign on the property along 264th St. on May 27, 2019 and mailed notices to all property owners within 500m of the property and along the approved local road haul route.

Feedback received from residents has included support for the proposed project as well as identified four concerns. During the initial application process in 2015 the owners of properties in close vicinity to the project property provided written support for the project. As a result of the new application in 2019 and the required public notice letter and Information Sign posted on the property, feedback from other residents and property owners has been received by City Staff. The feedback has included the following four concerns.

1. Impacts on groundwater and drainage
2. Impact on soil quality and farmable land
3. Impacts to local traffic

4. Impacts to the local ecology

Groundwater and Drainage

The Qualified Environmental Professional has assessed the potential for groundwater impact and confirms that the proposed project will not impact the underlying aquifer or nearby wells. The property currently has extensive drainage features on the property. Those drainage features will not be removed as result of this proposed project. An additional drainage swale will be installed along the southern property line to assist in further drainage control while site work occurs. Water quality will be managed by the applicant and contractor through the installation and maintenance of Erosion and Sediment Control measures. The water quality on site and Erosion and Sediment Control measures will be monitored by a qualified professional.

Soil Quality and Farmable Land

The Qualified Agrologist (soils specialist) retained for this project has assessed the current soil conditions and states that the soil deposit project is intended to improve the soil on site from a Class 3 status to Class 2 status as per the Agricultural Capability Classification for BC. As per the Agricultural Land Classification, land in Class 3 has limitations more severe than for Class 2 land and management practices are more difficult to apply and maintain. The limitation may restrict the choice of suitable crops or affect one or more of the following practices: timing and ease of tillage, planting and harvesting, and methods of soil conservation. Land in Class 2 has limitations which constitute a continuous minor management problem or may cause lower crop yields compared to Class 1 land but which do not pose a threat of crop loss under good management. The soils in Class 2 are deep, hold moisture well and can be managed and cropped with little difficulty.

The contractor will be required to submit regular log books providing the sources of the deposited material. The material that is permitted to be deposited must comply with the provincial Contaminated Sites Regulations for Agricultural Land. If material that is not suitable for this project is identified on site, the project will be placed under a Stop Work Order until all concerns have been remediated. The Professional Agrologist will be required to conduct regular inspections and submit monitoring reports to the City. The Agrologist will be required to submit a final report confirming soil conditions on site.

Traffic

A Traffic Management Plan was approved for this project and a specific traffic route to and from the property has been identified to minimize impacts on residents in the area.

Local Ecology

The property owner is looking to improve the growing potential on the property through the completion of the proposed soil deposit. The property owner intends to plant more trees and other vegetation on the property following the completion of the proposed project. The proposed soil deposit project is not expected to have a negative impact on the ecology of the area.

ALTERNATIVES:

The applicant is asking for a Permit to place soil on approximately 3.5 acres (1.4 hectares) of the property in order to make it more functional for farm use. If a Permit is not granted, the property owner will still be able to use the property but the property's growing potential will be limited due to the land

grades, current drainage and soil quality. The soils on the property could be re-graded without the addition of soil to improve the grade issue, however, shallow depths of topsoil, drainage constraints of the property as well as limited growing potential will remain a challenge.

CONCLUSION:

The Soil Deposit Permit application for the deposit of 14,000 m³ of soil for the property at 9842 264th St. meets the requirements as outlined by the City's Soil Deposit Bylaw (7412-2017) and therefore the application is supported by City Staff. Due to the proposed improvement of soil classification (as identified by the applicant's Professional Agrologist) the application provides justification for this activity to occur within the Agricultural Land Reserve.


It is recommended that this proposal be approved through resolution by Council and forwarded to the Agricultural Land Commission. The Agricultural Land Commission will determine whether the proposed soil deposit will be beneficial to agriculture.



Prepared by: Mike Pym, M.R.M, MCIP, RPP
Environmental Planner



Approved by: Chuck Goddard, B.A., M.A
Director of Planning



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



Concurrence: Kelly Swift
Chief Administrative Officer

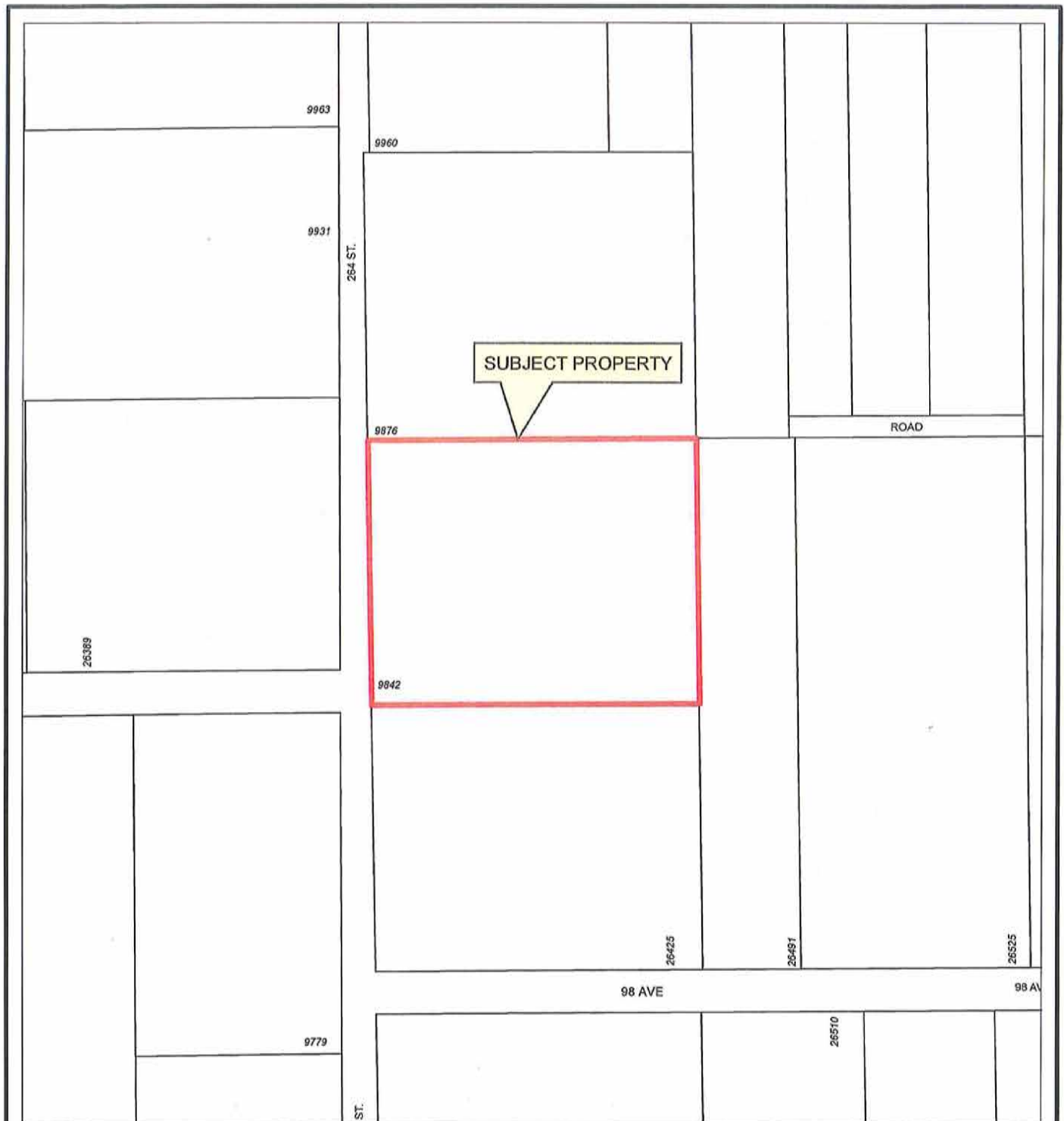
The following appendices are attached hereto:

Appendix A – Subject Map

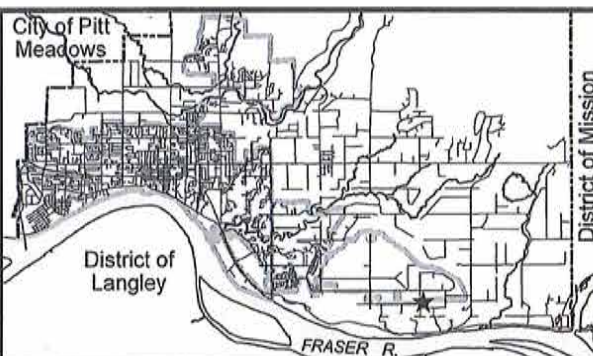
Appendix B – Ortho Map

Appendix C – Fill Placement Plan

APPENDIX A



Scale: 1:2,500

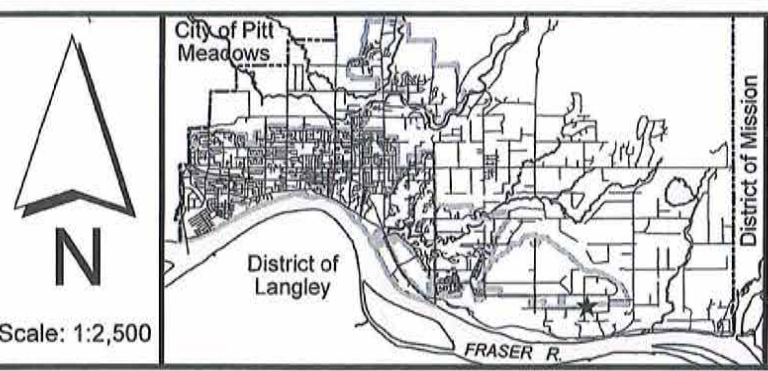
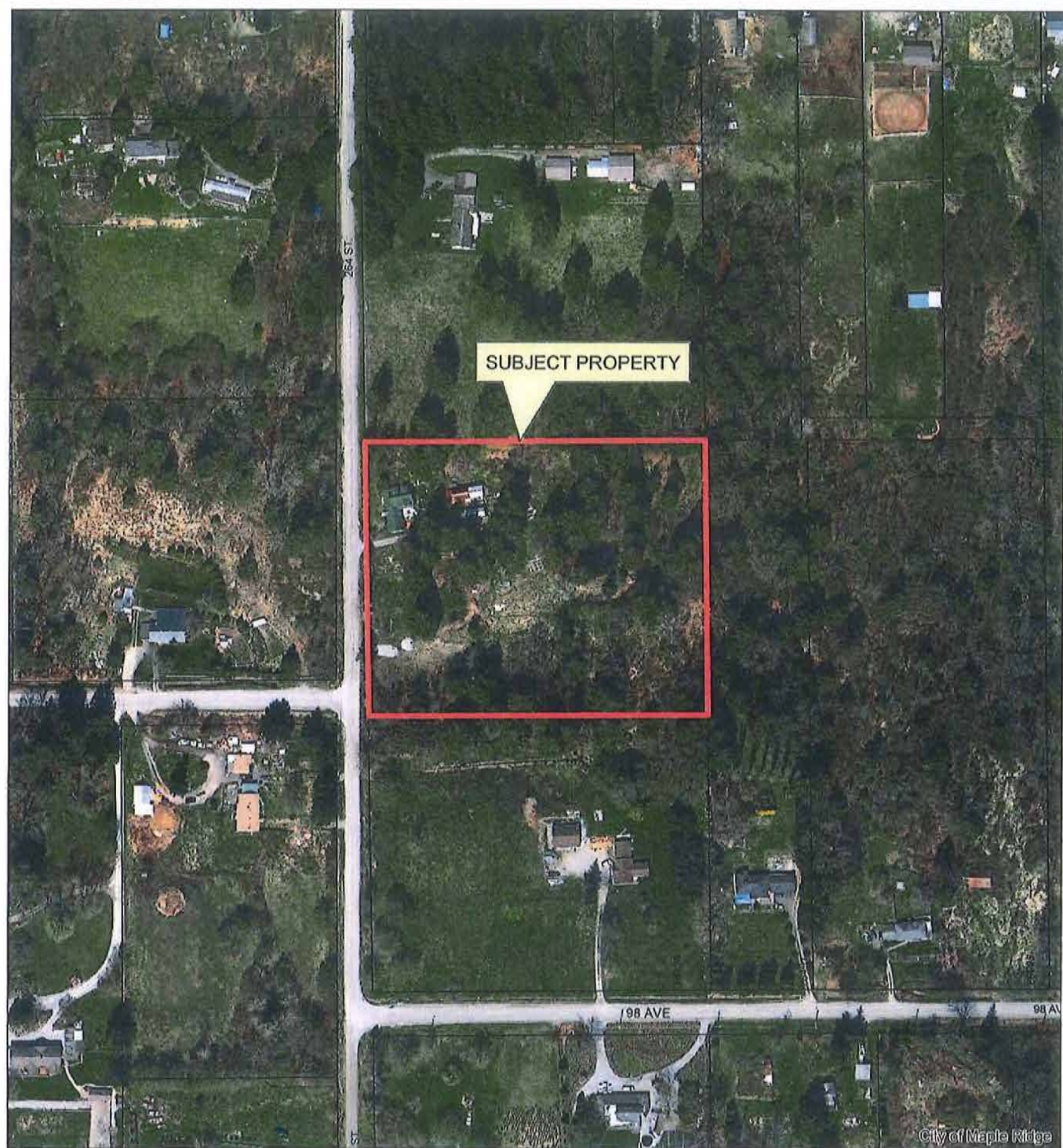


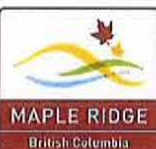
9842 264 STREET



CITY OF MAPLE RIDGE
PLANNING DEPARTMENT

DATE: May 28, 2015 FILE: 2015-151-SP BY: PC



9842 264 STREET		
	CITY OF MAPLE RIDGE PLANNING DEPARTMENT	
	DATE: May 28, 2015 FILE: 2015-151-SP BY: PC	



FILL PLACEMENT PLAN

9842 264th Street, Maple Ridge, BC

Project Number: 15-107

April 10, 2015

Client:

Al Morris

CO-PILOT INDUSTRIES LTD.

11470-201A Street

Maple Ridge, BC V2X 0Y4

Eryne Croquet, GIT, P. Ag.
STATLU ENVIRONMENTAL CONSULTING LTD.
46637 Montana Drive
Chilliwack, BC V2P 6L9

www.statlu.ca

CONTENTS

1.0 Introduction.....	1
1.1 Description of Proposed Fill Project.....	1
2.0 Site Description.....	2
2.1 Land Uses	2
2.2 Landscape and Topography.....	2
2.3 Existing Soils and Land Capability for Agriculture Ratings Maps.....	3
3.0 Land Capability for Agriculture Assessment	4
3.1 Soils.....	6
3.2 Climate.....	6
3.3 Land Capability for Agriculture Ratings.....	7
4.0 Fill Placement Proposal.....	7
4.1 Acceptable Fill	9
4.2 Topsoil Management	9
4.3 Constructed Soil Profile.....	10
4.4 Post-Fill Land Capability for Agriculture	10
5.0 Hydrologic Impact	11
6.0 Recommendations.....	11
6.1 Site Preparation.....	11
6.2 Monitoring.....	13
6.3 Record Keeping.....	13
6.4 Reporting.....	13
6.5 Fill Placement	14
7.0 Conclusions	14
8.0 Limitations.....	14
9.0 Closure.....	15
References.....	16
Appendix 1: Land Capability for Agriculture.....	17
Appendix 2: Soil Profile Descriptions and Photographs.....	20

1.0 INTRODUCTION

Statlu Environmental Consulting Ltd. (Statlu) completed an agricultural capability assessment and fill placement plan for the property located at 9824 264th Street, Maple Ridge, BC (PID 010-693-548). The fill footprint comprises 1.4 ha of the 1.991 ha lot.

This report provides an agricultural assessment for the site in the current condition and estimates the effect that the proposed fill placement will have on agricultural capability. In addition, I have made recommendations for land filling with the intent of preserving or enhancing agricultural capability. The proposed work on the property requires relocating two ponds and a ditch and the impact the change will have on local hydrology is assessed.

Eryne Croquet, GIT, P. Ag., conducted the field work and prepared the report. The soil survey was conducted at a detailed survey intensity level (1:5000 scale or larger) and used soil description terms and methods found in the Canadian System of Soil Classification (1998) and the Field Manual for Describing Terrestrial Ecosystems (2010). Soil survey and agricultural capability assessments are within Ms. Croquet's area of expertise and she has worked on similar assessments in the Fraser Valley since 2008.

1.1 Description of Proposed Fill Project

The owner wishes to place fill on approximately 1.4 ha of the property. Approximately 14000 m³ of fill will be spread to an approximate average depth of 1.0 m across the fill footprint. The intent of fill placement is to improve agricultural capability by creating simple topography with improved drainage and soil structure.

The project is expected to last for a few months although timelines depend upon the availability of good-quality fill. Surface soil from the site will be stockpiled before fill is brought to the site and will be placed over the fill surface to create a soil profile that is well suited for soil-based agriculture.

2.0 SITE DESCRIPTION

The property is located at 9842 264th Street, Maple Ridge, BC. It is zoned R3-3 according to the Maple Ridge zoning bylaw and the Official Community Plan (OCP) lists the land use as agricultural. It is within the Agricultural Land Reserve (ALR).

The property lies on south-facing slopes on the north side of Fraser River. Slope gradients average 20% with benchy topography that has been enhanced by landscaping. Overall, drainage in the area is good, although there are regions on the property with poor drainage where subsoils are cemented or compacted and where local topography directs surface runoff towards depressions.

2.1 Land Uses

The property is primarily used for rural residential purposes. A barn and other small outbuildings are clustered along the northern edge of the property. The southern half is largely fallow. An abandoned riding ring occupies the middle and southern part of the property. There are two ponds near the east edge of the property.

Adjacent lots are used as rural residential lots. Most are treed, although lots to the south have been cleared and some are used for pasture.

2.2 Landscape and Topography

Surficial materials on the south side of the property are mapped as the Fort Langley Formation and are composed of glaciomarine sediments from channel fill, floodplain, or ice-contact deposits (Armstrong and Hicock, 1977). These sediments form a moderately steep mantle over bedrock.

To the north, the surficial material is mapped as a till mantle between 1 m and 5 m thick over Tertiary bedrock. It is likely that this surficial material underlies much of the property as suggested by the soils observed in the test pits.

2.3 Existing Soils and Land Capability for Agriculture Ratings Maps

Soils in the lower Fraser Valley were surveyed in the 1980s and Land Capability for Agriculture (LCA) ratings were determined for the surveyed area. The soil survey maps were developed from a reconnaissance level soil survey and air photo interpretation and represent a broad interpretation of soils and agricultural capability at the property. Section 3.0 contains a site-specific assessment of the agricultural capability of the property.

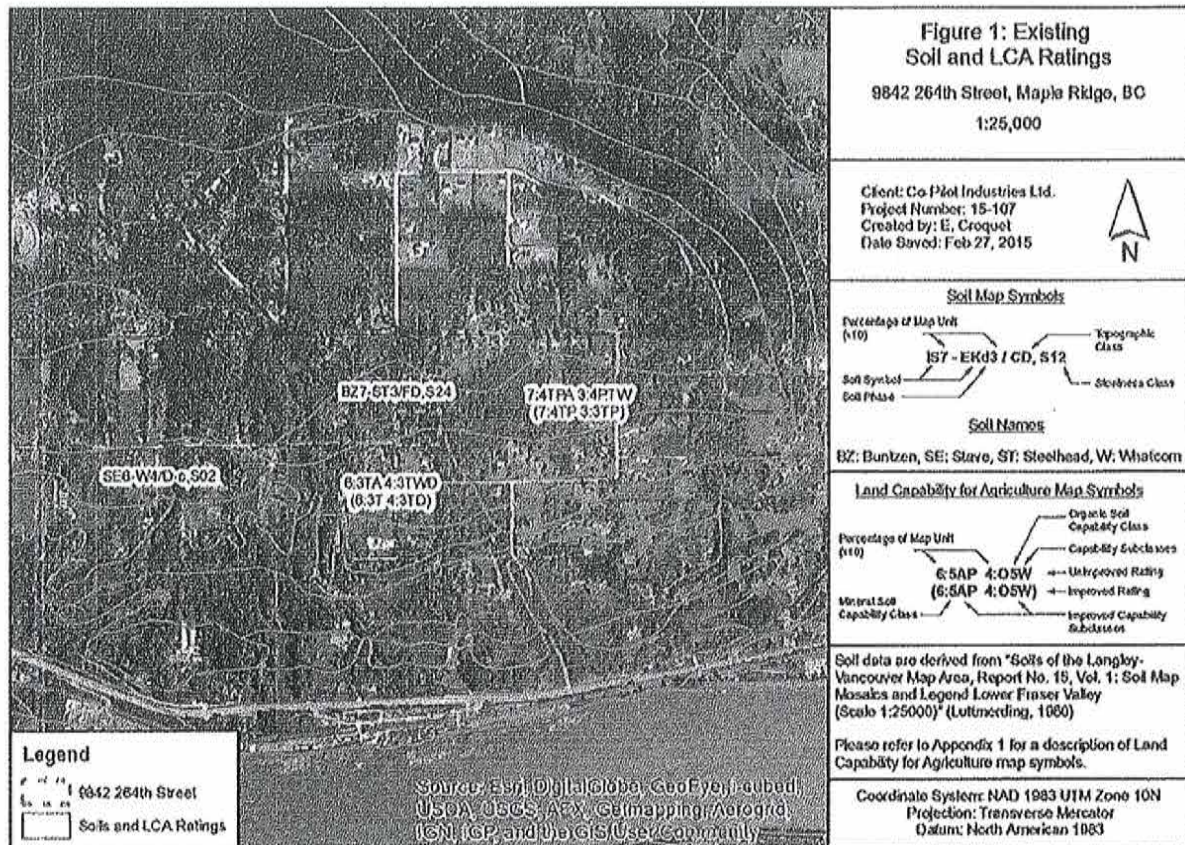
The 1981 soil survey map (Figure 1) indicates that the soils in the assessment area are a mix of Buntzen, Stave, Steelhead, and Whatcom (Luttmerding, 1980). Buntzen and Steelhead soils are classified as Duric Ferro-Humic Podzols based on the presence of a cemented subsoil horizon. Buntzen soils occupy slightly better-drained positions in the landscape than Steelhead soils. Both soils are limited for agricultural uses by adverse topography and stoniness. Buntzen soils have shallow rooting depths and Steelhead soils experience periodic high watertables (Luttmerding, 1981).

Stave soils form on moderately coarse to coarse textured glaciofluvial sediments (sands and gravels). They are well- to moderately well-drained with low water holding capacity and moderate stoniness. They are classified as Orthic Humo-Ferric Podzols (Luttmerding, 1981).

Whatcom soils are classified as Luvisolic Humo-Ferric Podzols and develop from a thin veneer of moderately fine- to fine-textured eolian material overlying compact fine-textured glaciomarine subsoils. These soils have a high water-holding capacity and experience slow to moderately slow surface runoff. Dense subsoils prohibit infiltration and cause perched water tables after storm events and during wet seasons (Luttmerding, 1981).

The Land Capability for Agriculture (LCA) ratings (Figure 1) describe the general suitability of the land for agriculture (See Appendix 1). The LCA classification is a mix of Class 3 and 4, with topography, stoniness, excess water, aridity, and soil structural limitations. The improved ratings are a similar mix of Class 3 and 4, with drainage and aridity limitations removed.

Figure 1: Historic Soil Survey and LCA Ratings Map



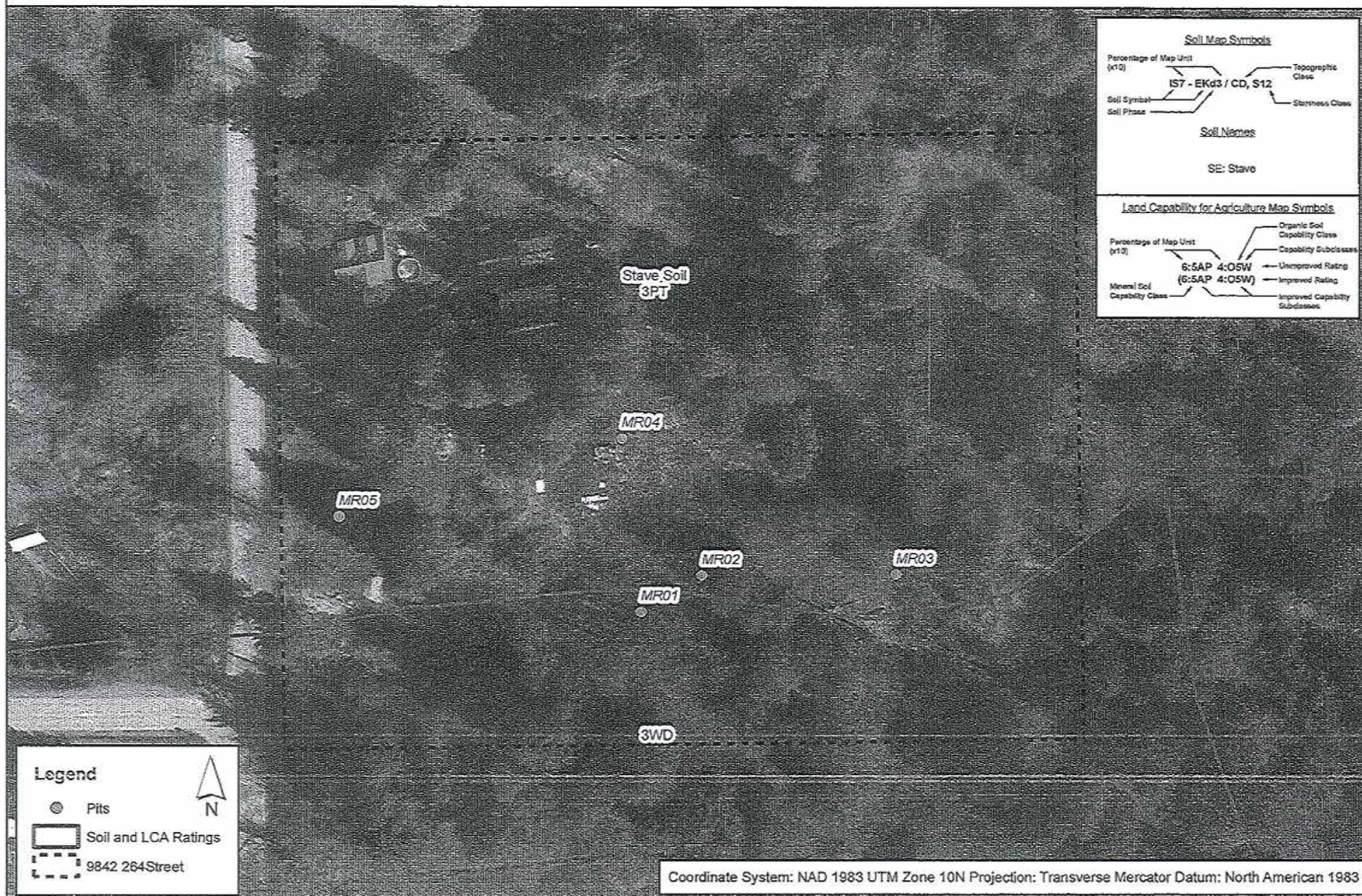
3.0 LAND CAPABILITY FOR AGRICULTURE ASSESSMENT

I visited the property on February 19, 2015 to describe the soils in five soil pits. The pits were machine excavated and ranged in depth from 75 cm to 120 cm. At each pit, I described the soil profile and made observations of the topography, land use, parent material and vegetation near the pit. Appendix 2 contains soil profile descriptions, photographs and site photographs. Soil pit locations, the soil map and Land Capability for Agriculture ratings are shown on Figure 2.

Figure 2: Actual Soil and LCA Ratings

9842 264 Street, Maple Ridge

1:1,000



3.1 Soils

The five test pits revealed two soil types on the property that correlate somewhat to the mapped soil series. Site soils formed on either sandy glaciofluvial sediments or medium-textured till. At the base of two of the soils, there is a cemented or highly compacted till. The soils are classified as Orthic or Gleyed Sombric Brunisols, depending on drainage. The soil in pits MR02 and MR05 are similar to the Stave soil series. The other soils do not correlate well because they were modified during construction of the riding area. Approximately a 1.2 m thickness of wood waste was purchased from a nearby location (Middleton) and was brought on site and placed on the soil surface.

3.2 Climate

Climate is an important factor controlling agricultural capability. Climate variables for the property, predicted from the ClimateWNA model (Wang et al., 2015), indicate 9.7 °C mean annual temperature, 1842 mm of annual precipitation, 2057 effective growing degree days (a measure of heat accumulation), a 214 day frost-free period, and a climatic moisture deficit of 118 mm. The climate capability is Class 2A, with a drought or aridity limitation occurring between May 1 and September 30 resulting in a moisture deficit from 40 mm to 115 mm (Coligado, 1980).

3.3 Land Capability for Agriculture Ratings

The land capability for agriculture ratings for the assessment area depend on soil and site conditions. I used the *Land Capability Classification for Agriculture in British Columbia* methods to determine LCA classes (Kenk and Cotic, 1983).

Agricultural capability for the property is a mix of Class 3 with stoniness, topographic, excess water, and topographic limitations. The subsurface compacted or cemented layer restricts downward water flow, leading to drainage issues at the surface and root restrictions in the soil profile. Topography limits agriculture capability on this site because the overall slope is steep. It has been modified to create benches, with short, steep steps. These steps are too steep (up to 50% slope gradients) to cross safely with machinery.

Drainage limitations are generally improved by controlling water on a site. At this site, drainage limitations are difficult to improve since they are related to the presence of impermeable soil horizons. It is unlikely that conventional methods, such as constructing ditches or installing subsurface drains, will be a practical method to improve drainage at the assessment area. Undesirable soil structure or imperviousness limitations can be improved by subsoiling to increase the depth of soil above the compact soil. There is no generally accepted practice to improve topographic limitations. Minor topographic limitations can be improved by recontouring a site with existing soil or adding fill to construct a simple, gentle slope.

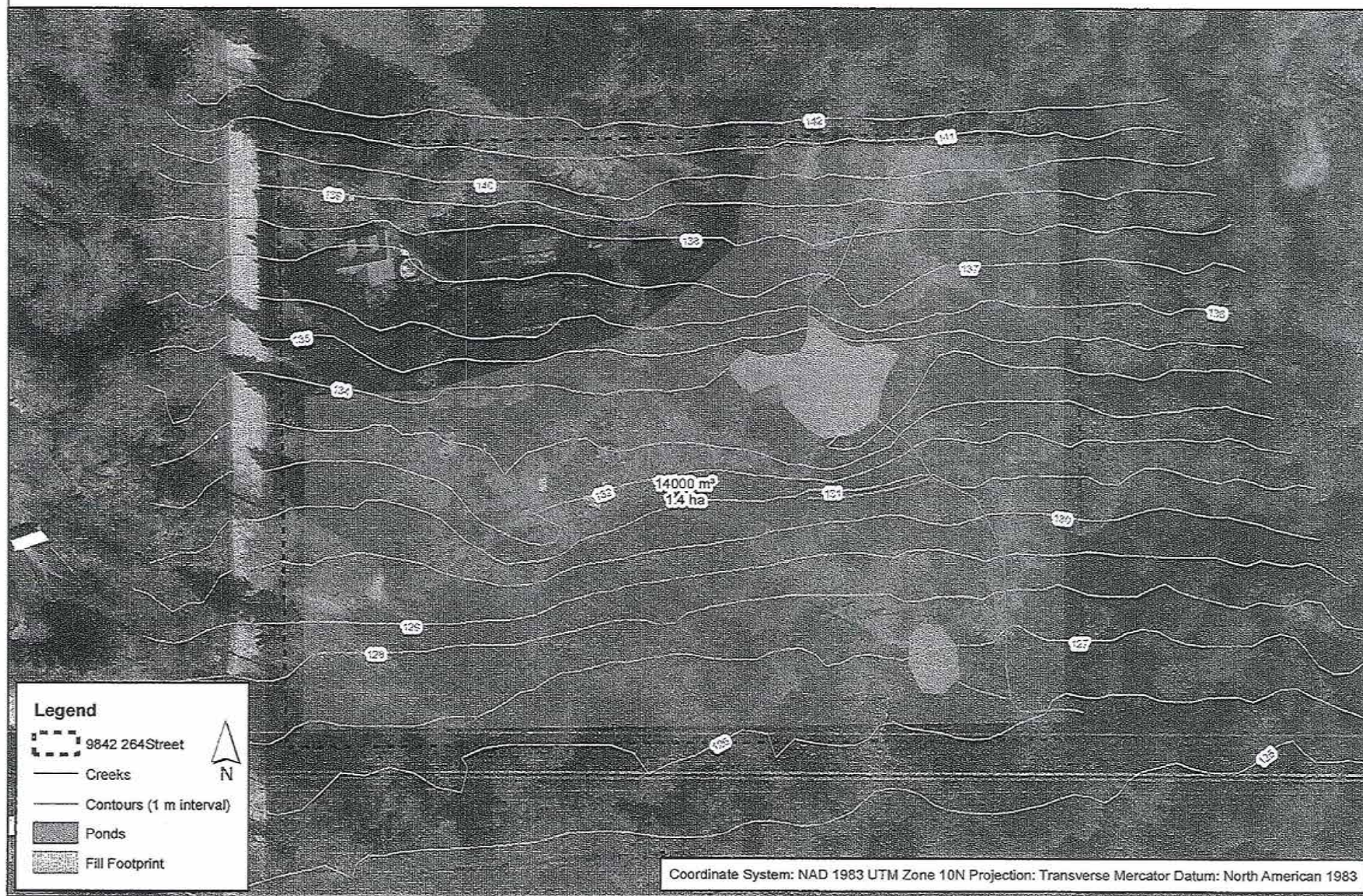
4.0 FILL PLACEMENT PROPOSAL

The fill placement proposal will address topographic and drainage limitations by creating a gently sloping surface that will direct surface water towards the ponds, ditches, and streams on the east side of the property. In order to do accomplish this, good quality agriculturally suited soil will be added. The depth of fill will vary because the topography across the fill footprint is variable and the depth of removal for in situ topsoil and other material is inconsistent. The fill footprint (Figure 3) spans 1.4 ha. Assuming an average fill depth of 1 m, the approximate volume of fill will be 14000 m³ or 1400 to 2000 loads.

Figure 3: Proposed Fill Footprint

9842 264 Street, Maple Ridge

1:1,000



4.1 Acceptable Fill

Agricultural capability is influenced by fill properties, which increases the importance of using fill that has physical and chemical characteristics that make it suited for agricultural use. It is possible to introduce limitations to agriculture by importing poor quality fill to the site. For example, using stony fill can introduce a stoniness limitation to the site. To avoid a potential situation whereby adding fill degrades agricultural capability, fill should be selected for properties that will enhance or improve agricultural capability.

Fill imported to the site should be medium-textured, preferably loam or sandy loam to promote subsurface drainage. Fill should be stone-free and should be rich in organic matter with a dark brown to black colour.

All soils imported must meet the Soil Standards for Agricultural Land (Column II of Schedule 5 of Contaminated Sites Regulation¹ of the *Environmental Management Act*). Fill should be free of drywall, cement, asphalt, boards, or other construction debris and must not be contaminated.

Fill should not come from areas that have histories of industrial or commercial land use. If contaminated fill material is brought onto the site, the property owner will assume liability for remediating the site or removing the contaminated material. Statlu takes no responsibility if contaminated fill is found at the site.

4.2 Topsoil Management

The intended outcome of topsoil management is to preserve topsoil for constructing the final soil profile. Using topsoil from the site at the surface of the final soil profile will preserve or enhance agricultural capability because this soil is likely to be better in quality than imported material. The uppermost 30 cm of topsoil from the site, excluding the wood waste from the former riding area, should be stockpiled for later placement at the soil surface.

¹ http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/375_96_07

Since the existing topsoil, resources at the site have been diminished by pond construction and riding area construction, good quality topsoil should be imported to ensure the final soil profile has improved agricultural capability.

The woody material from the former riding arena should be removed prior to importing fill and stockpiled on site. It can be used as a soil amendment to increase organic matter content of the imported subsoil.

To ensure topsoil does not become compacted, it should be handled only with a moisture content equivalent to field capacity – the moisture content of a soil 24 hours after soils have been saturated.

4.3 Constructed Soil Profile

The constructed soil profile will have 50 cm of topsoil composed of soil from onsite resources and imported topsoil, underlain by 50 cm of stone-free, moderately coarse textured (sandy loam, loamy sand) fill mixed with the woody material from the former riding area. The base of the constructed profile will be the in-situ parent material of the native soil.

4.4 Post-Fill Land Capability for Agriculture

If fill placement proceeds according to the proposal, I estimate that the post-fill Land Capability for Agriculture classification over the whole fill area will be Class 2 with undesirable soil structural limitations. Over time, natural soil-forming processes will improve the soil structural limitations but that process takes a number of years.

5.0 HYDROLOGIC IMPACT

The fill placement proposal will have minimal effect on local hydrology since it represents minimal change to drainage patterns. The most significant change will be moving the existing ponds (Figure 4). Since the pond size and capacity will remain the same, there will be little change to drainage patterns except for those on the property. Erosion and Sediment Control

The main source of sediment will be the fill area, once the existing vegetation is removed. The ponds and the ditches will be the erosion pathways and should be protected from sedimentation. The easiest means to reduce sedimentation is to place a barrier between the watercourses and the fill site. A silt fence constructed along the east and south perimeter of the fill area should block sediment from reaching watercourses. The silt fence should be lined with clean crush rock to prevent sediment-laden water from flowing beneath it.

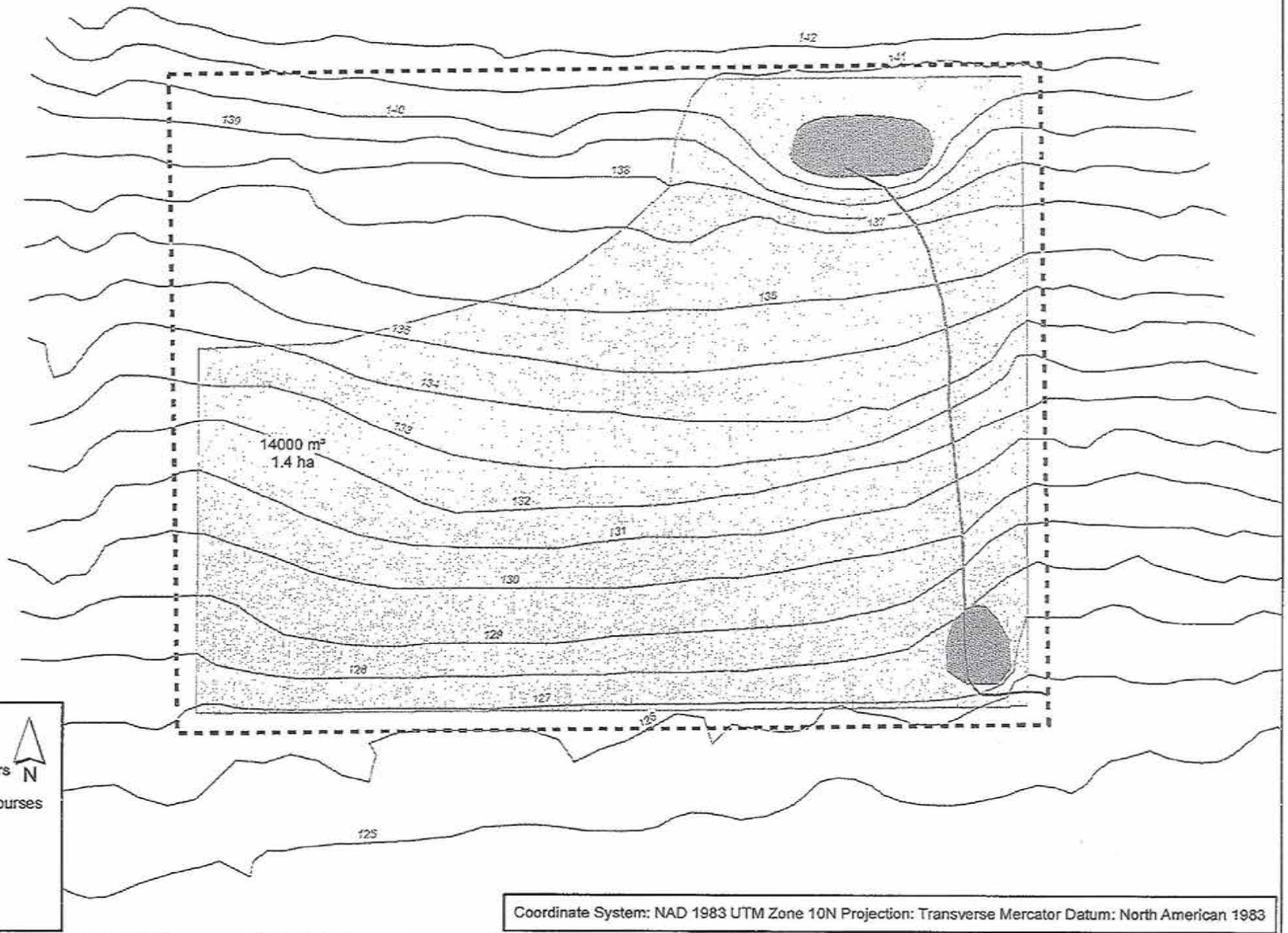
The ponds will be relocated further east during site works and will create a flush of sediment in the system during and after the work. To minimize sedimentation, the work should be done in the summer when it is dry. The lower elevation pond should be moved first so that it can act as a sediment filter when the other pond is moved.

6.0 RECOMMENDATIONS

6.1 Site Preparation

Before importing fill to the site, silt fences should be installed and the ponds and ditches moved to their final location. Then topsoil should be stripped and stockpiled. The site should be inspected after topsoil is stockpiled but before fill is imported to ensure that an appropriate amount of topsoil is stockpiled.

Figure 4: Proposed Changes
Contours, Ponds, and Watercourses
9842 264 Street, Maple Ridge
1:1,000



6.2 Monitoring

Fill placement should be periodically monitored to ensure that it proceeds according to the plan. The intent of monitoring is to ensure the project is adhering to professional recommendations and to document progress at the site.

Monitoring visits will be a mix of random spot checks and visits scheduled to coincide with the following milestones:

- Prior to importing any fill to the site to ensure that topsoil resources are being adequately preserved;
- At the approximate mid-point of the project, when approximately 7000 m³ of fill has been imported to the site;
- Once the fill has been graded, prior to spreading topsoil; and,
- When the final soil profile has been constructed.

6.3 Record Keeping

Accurate and complete records of all fill brought to the site should be kept. The records should include truck counts and information about source sites, including addresses, land use, volume imported, and whether there is an environmental report available. Records should be kept by the fill contractor and should be made available to the monitor.

6.4 Reporting

A mid-point email report should be prepared to provide the Agricultural Land Commission (ALC) and the District of Maple Ridge with an update about the site. The report should describe the progress of the fill operation, the condition of the site, the estimated volume of fill imported, and estimate the volume required to complete the project. It should also provide details about fill source site land uses and addresses.

6.5 Fill Placement

Fill placement can begin after site preparation has been completed and inspected. Imported fill must not be contaminated and it should be:

- Medium-textured (loam, sandy loam, or silt loam);
- Uncontaminated; and,
- Free of construction debris and other non-soil components.

When the required amount of fill has been imported, the fill surface should be covered with the stockpiled topsoil to create a layer, approximately 50 cm thick, of soil well-suited for agricultural uses.

7.0 CONCLUSIONS

The proposal is to place approximately 14000 m³ of fill over 1.4 ha of the property located at 9842 264th Street, Maple Ridge, BC. The intent of fill placement is to improve agricultural capability by improving drainage and topographic limitations.

If fill placement proceeds according to my recommendation, the agricultural capability of the fill area will improve from Class 3 with excess water, topographic, and undesirable soil structure or imperviousness limitations to Class 2 with soil structural limitations.

The fill project will have negligible impact on local hydrology since there will be no substantial changes to drainage or catchment areas of the existing watercourses. Moving the ponds to the east will not affect off-site drainage patterns.

8.0 LIMITATIONS

The recommendations provided in this report are based on observations made by Statlu and are supported by information Statlu gathered. Observations are inherently imprecise. Soil, agricultural, hydrological, and drainage conditions other than those indicated above may exist on the site. If such conditions are observed or if additional information becomes available, Statlu should be contacted so that this report may be reviewed and amended accordingly.

This report was prepared considering circumstances applying specifically to the client. It is intended only for internal use by the client for the purposes for which it was commissioned and for use by government agencies regulating the specific activities to which it pertains. It is not reasonable for other parties to rely on the observations or conclusions contained herein.

Statlu prepared the report in a manner consistent with current provincial standards and on par or better than the level of care normally exercised by Professional Agrologists currently practicing in the area under similar conditions and budgetary constraints. Statlu offers no other warranties, either expressed or implied.

9.0 CLOSURE

Please contact me should you have any questions or if you require further clarification.

Yours truly,

Statlu Environmental Consulting Ltd.



Prepared by:

Eryne Croquet, GIT, P. Ag.
Agrologist and Geoscientist

Reviewed by:

Drew Brayshaw, Ph. D., P. Geo.
Hydrologist and Geoscientist

REFERENCES

- Armstrong, J. E., and Hicock, S. R. 1977. Surficial Geology, New Westminster, West of Sixth Meridian, British Columbia. Geological Survey of Canada, Map 1484A.
- BC Ministry of Forests and Range and BC Ministry of Environment. 2010. Field Manual for Describing Terrestrial Ecosystems, 2nd Ed., Land Management Handbook 25, Victoria, BC.
- Climatology Unit. 1981. Climate Capability for Agriculture in British Columbia. APD Technical Paper 4. Air Studies Branch, BC Ministry of Environment, Victoria, BC.
- Coligado, M. C. 1980 Climate Capability for Agriculture Map 92G/SE Langley, BC.
- Kenk, E and Cotic, I. 1983. Land Capability Classification for Agriculture in British Columbia, MOE Manual 1, Ministry of Environment and Ministry of Agriculture, Kelowna, BC.
- Luttmerding, H. 1980. Soils of the Langley-Vancouver Map Area, Report No. 15, Vol. 1: Soil Map Mosaics and Legend Lower Fraser Valley (Scale 1:25000), BC Ministry of Environment, Victoria, BC.
- Luttmerding, H. 1981. Soils of the Langley-Vancouver Map Area, Report No. 15, Vol. 3: Description of the Soils, BC Ministry of Environment, Victoria, BC.
- Luttmerding, H. 1986. Land Capability for Agriculture Langley-Vancouver Map Area. BC Ministry of Environment, Victoria, BC.
- Soil Classification Working Group (SCWG). 1998. The Canadian System of Soil Classification 3rd ed. Research Branch. Agriculture and Agri-Food Canada, Ottawa, ON. Publ. 1646.
- Wang, T., Hamann, A., Spittlehouse, D., and Murdock, T. N. 2015. ClimateWNA - High-Resolution Spatial Climate Data for Western North America. Journal of Applied Meteorology and Climatology 51: 16-29. [http://www.genetics.forestry.ubc.ca/cfcg/ClimateWNA_web/].

APPENDIX 1: LAND CAPABILITY FOR AGRICULTURE

This information is summarized from Land Capability Classification for Agriculture in British Columbia (Kenk and Cotic, 1983). It is a classification system developed by the BC government to classify the agricultural land base in terms of suitability for agriculture based on soil properties. It provides pedologists with consistent guidelines for assessing agricultural capability. It is intended for site specific, detailed assessments rather than overview assessments of large areas.

The system classifies mineral and organic soils into one of seven capability classes using easily described soil and landscape factors. The range of suited crops decreases and the management inputs required increase from Class 1 to 7. There are situations where the unique combination of soil, climate, and agricultural practices make land with low capability valuable for agriculture, for example acidic peat soils in the Fraser Valley that are well-suited for growing cranberries or blueberries.

Mineral soils and organic soils are classified in different hierarchies because of the degree of difference in potentials and limitations for agriculture. In general, land in Classes 1 to 4 is suited for agriculture. Class 5 lands support perennial forage crops or specially adapted crops and Class 6 lands are suited for livestock grazing. Class 7 lands are unsuited for agriculture or grazing.

Lands are given two ratings – unimproved and improved. Unimproved ratings are based on actual ground conditions at the time of the assessment. Improved ratings reflect the capability after limitations to agriculture have been alleviated. Examples of common improvements are irrigation, fertilization, drainage, and subsoiling.

LCA ratings for agriculture describes the LCA class and the LCA subclass(es). LCA classes reflect the relative capability for agricultural use and subclasses indicate the type of limitation. When considered together, the class and subclass provide information about the degree and type of limitation to agricultural use.

Land Capability Classes for Mineral and Organic Soils

Class	Description	Management Requirements
Class 1 Class O1	no or very slight limitations that restrict agricultural use	<ul style="list-style-type: none"> • level or nearly level • deep soils are well to imperfectly drained and hold moisture well • managed and cropped easily • productive
Class 2 Class O2	minor limitations that require ongoing management or slightly restrict the range of crops, or both	<ul style="list-style-type: none"> • require minor continuous management • have lower crop yields or support a slightly smaller range of crops than Class 1 lands • deep soils that hold moisture well • managed and cropped easily
Class 3 Class O3	limitations that require moderately intensive management practices or moderately restrict the range of crops, or both	<ul style="list-style-type: none"> • more severe limitations than Class 2 land • management practices more difficult to apply and maintain • limitations may: <ul style="list-style-type: none"> ○ restrict choice of suitable crops ○ affect timing and ease of tilling, planting or harvesting ○ affect methods of soil conservation



Class	Description	Management Requirements
Class 4 Class O4	limitations that require special management practices or severely restrict the range of crops, or both	<ul style="list-style-type: none"> • may be suitable for only a few crops or may have low yield or a high risk of crop failure • soil conditions are such that special development and management conditions are required • limitations may: <ul style="list-style-type: none"> ○ affect timing and ease of tilling, planting or harvesting ○ affect methods of soil conservation
Class 5 Class O5	limitations that restrict capability to producing perennial forage crops or other specially adapted crops (e.g. cranberries)	<ul style="list-style-type: none"> • can be cultivated, provided intensive management is employed or crop is adapted to particular conditions of the land • cultivated crops may be grown where adverse climate is the main limitation, crop failure can be expected under average conditions
Class 6 Class O6	not arable, but capable of producing native and/or uncultivated perennial forage crops	<ul style="list-style-type: none"> • provides sustained natural grazing for domestic livestock • not arable in present condition • limitations include severe climate, unsuitable terrain or poor soil • difficult to improve, although draining, dyking and/or irrigation can remove some limitations
Class 7 Class O7	no capability for arable culture or sustained natural grazing	<ul style="list-style-type: none"> • all lands not in Class 1 to 6 • includes rockland, non-soil areas, small water-bodies

Land Capability for Agriculture Subclasses for Mineral Soils

LCA Classes, except Class 1 that has no limitations, can be divided into subclasses depending upon the type and degree of limitation to agricultural use. There are twelve LCA subclasses to describe mineral soils. Mineral soils contain less than 17% organic carbon; except for an organic surface layer (SCWG, 1998).

Subclass	Map Symbol	Description	Improvement
Soil moisture deficiency	A	used where crops are adversely affected by droughtiness, either through insufficient precipitation or low water holding capacity of the soil	irrigation
Adverse climate	C	used on a subregional or local basis, from climate maps, to indicate thermal limitations including freezing, insufficient heat units and/or extreme winter temperatures	n/a
Undesirable soil structure and/or low perviousness	D	used for soils that are difficult to till, requiring special management for seedbed preparation and soils with trafficability problems Includes soils with insufficient aeration, slow perviousness or have a root restriction not caused by bedrock, permafrost or a high watertable	amelioration of soil texture, deep ploughing or blading to break up root restrictions cemented horizons cannot be improved
Erosion	E	Includes soils on which past damage from erosion limits erosion (e.g. gullies, lost productivity)	n/a
Fertility	F	limited by lack of available nutrients, low cation exchange capacity or nutrient holding ability, high or low pH, high amount of carbonates, presence of toxic elements or high fixation of plant nutrients	constant and careful use of fertilizers and/or other soil amendments
Inundation	I	Includes soils where flooding damages crops or restricts agricultural use	dyking

Subclass	Map Symbol	Description	Improvement
Salinity	N	includes soils adversely affected by soluble salts that restrict crop growth or the range of crops	specific to site and soil conditions
Stoniness	P	applies to soils with sufficient coarse fragments, 2.5 cm diameter or larger, to significantly hinder tillage, planting and/or harvesting	remove cobbles and stones
Depth to solid bedrock and/or rockiness	R	used for soils in which bedrock near the surface restricts rooting depth and tillage and/or the presence of rock outcrops restricts agricultural use	n/a
Topography	T	applies to soils where topography limits agricultural use, by slope steepness and/or complexity	n/a
Excess Water	W	applies to soils for which excess free water limits agricultural use	ditching, tilling, draining
Permafrost	Z	applies to soils that have a cryic (permanently frozen) layer	n/a

Land Capability for Agriculture Subclasses for Organic Soil

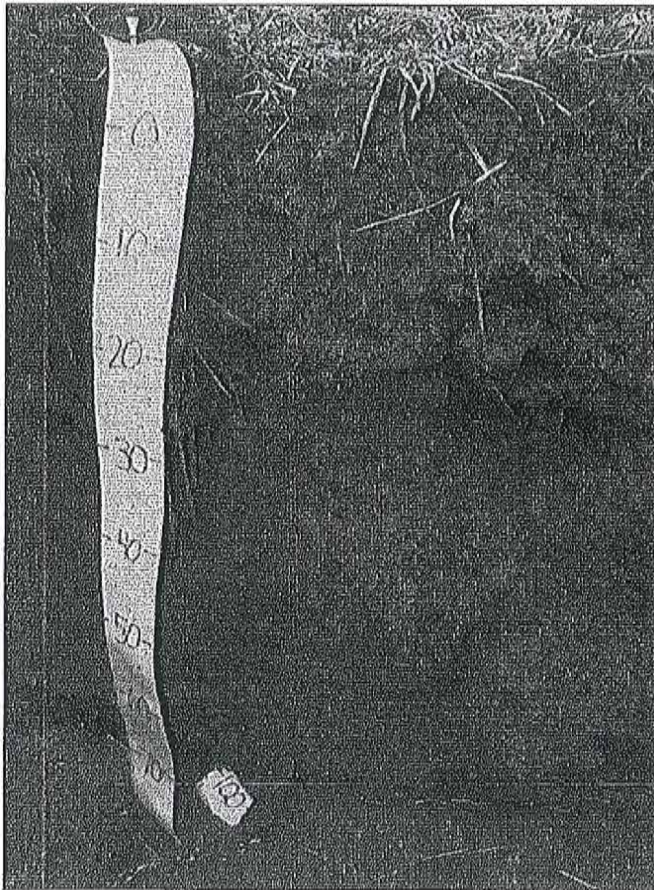
Organic soils are composed of organic materials such as peat and are generally saturated with water (SCWG, 1998). Subclasses for organic soils are based on the type and degree of limitation for agricultural use an organic soil exhibits. There are three subclasses specific to organic soils. Climate (C), fertility (F), inundation (I), salinity (N), excess water (W) and permafrost (Z) limitations for organic soil are the same as defined for mineral soil.

Subclass	Map Symbol	Description	Improvement
Wood in the profile	B	applies to organic soils that have wood within the profile	removal
Depth of organic soil over bedrock and/or rockiness	H	includes organic soils where the presence of bedrock near the surface restricts rooting depth or drainage and/or the presence of rock outcrops restricts agricultural use	n/a
degree of decomposition or permeability	L	applies to organic soils that are susceptible to organic matter decomposition through drainage	n/a

APPENDIX 2: SOIL PROFILE DESCRIPTIONS AND PHOTOGRAPHS

MR-01 Soil Profile Description

Horizon	Depth (cm)	Description
Op	0 - 30	Black (10YR 2/1 m); few, fine roots; abrupt, smooth boundary.
Bm	30 - 75	Very dark grayish brown (10YR 3/3 m); loam; weak, coarse, subangular blocky structure; friable consistence; very few, fine roots; <10 % coarse fragments.



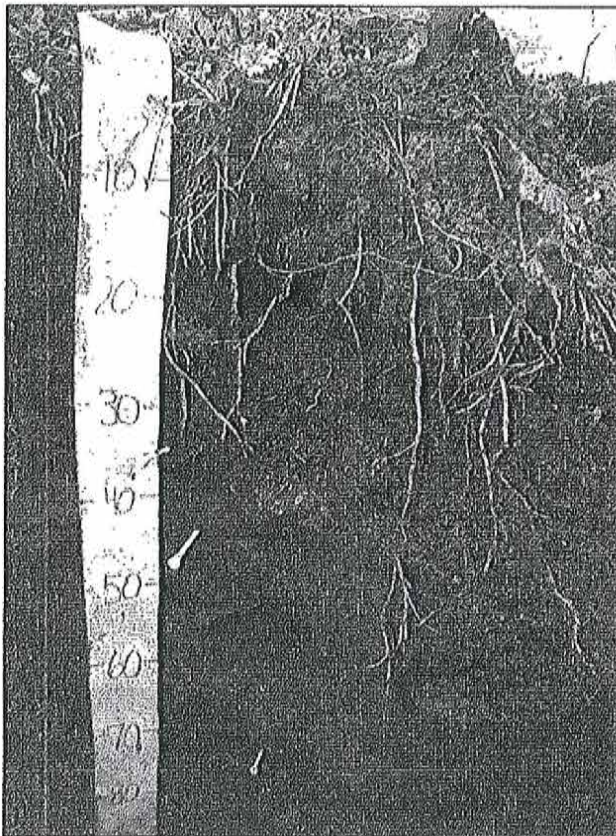
MR-01, Classified as an Orthic Sombic Brunisol

Comments

- Cleared lower slope position, poor to imperfect drainage.
- Water at 75 cm, mottled under water.

MR-02 Soil Profile Description

Horizon	Depth (cm)	Description
Ap	0 - 33	Wood waste and imported mineral soil; plentiful fine roots.
Ap2	33 - 43	Black (10YR 3/3 m); loam; weak, coarse, angular blocky structure; friable moist consistence; 20% gravelly coarse fragments.
Bmg	43 - 98+	Dark grayish brown (10YR 4/2 m); loam/sandy loam; few, fine, faint brown (10YR 4/3 m) mottles; weak, coarse angular blocky structure; friable and firm moist consistence; 30% coarse fragments with 20% gravels and 10% cobbles.



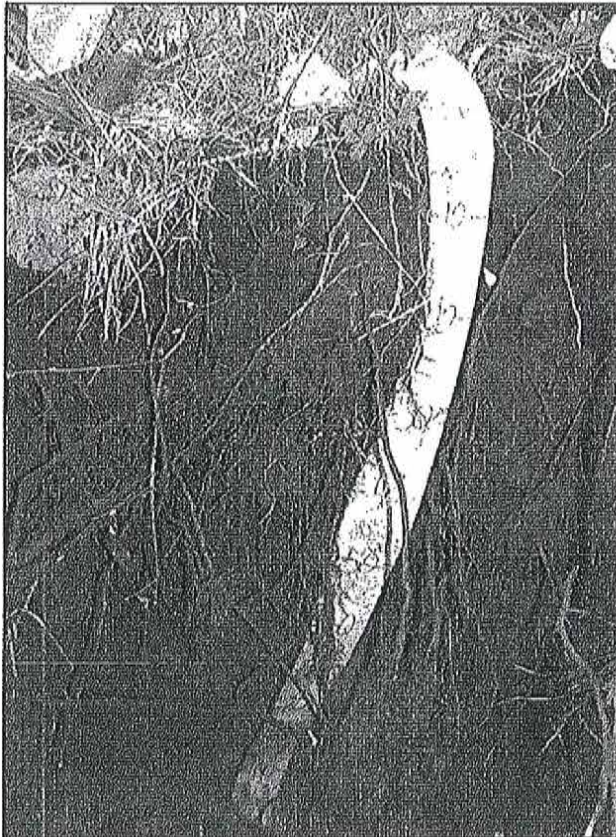
MR-02. Classified as a Gleyed Sombrie Brunisol.

Comments

- Pit located at edge of unused riding area.
- Some seepage in area, poor to moderately well-drained.

MR-03 Soil Profile Description

Horizon	Depth (cm)	Description
Ap	0 - 15	Black (10YR 2/1 m); loam; granular structure; friable consistence; abundant, medium and fine roots.
Bm	15 - 62	Dark yellowish brown (10YR 3/4 m); loam; subrounded structure; loose moist consistence; abundant, medium and fine roots; 20% gravelly coarse fragments.
Bfj	62 - 91	Dark yellowish brown (10YR 3/4 m); sandy loam; fine subangular blocky structure; friable moist consistence; plentiful, medium roots; 35 % coarse fragments with 20% gravels and 15% cobbles.
Ccg	91 - 100+	Brown (10YR 4/3 m); sandy loam; common, fine, distinct dark yellowish brown (10YR 3/4 m) mottles fine; platy structure; very firm moist consistence; 15% coarse fragments with 10% gravels and 5% cobbles.



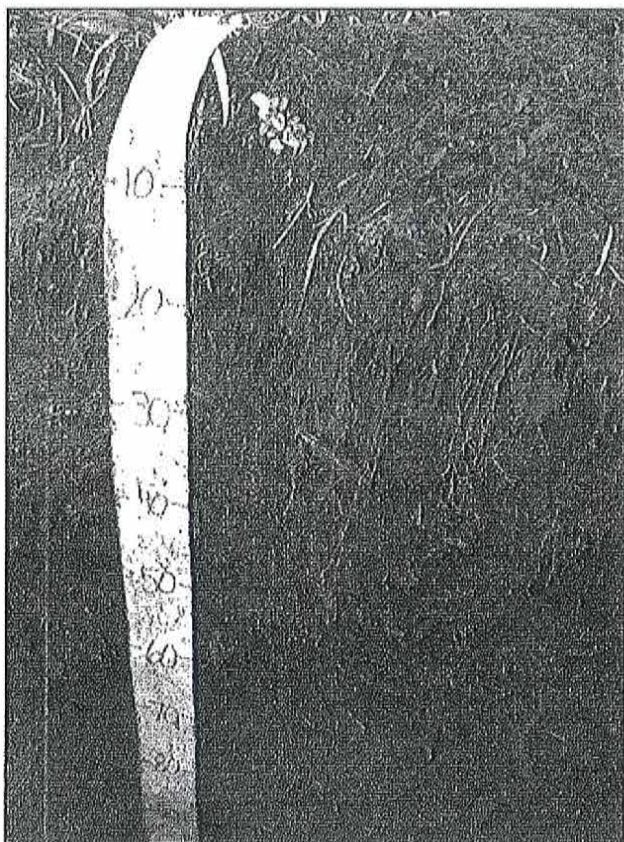
MR-03 Classified as an Orthic Sombrio Brunisol.

Comments

- Mid to lower slope position.
- Fluvial gravel is the parent material.

MR-04 Soil Profile Description

Depth (cm)	Description
0 - 120	Wood waste- clean wood.



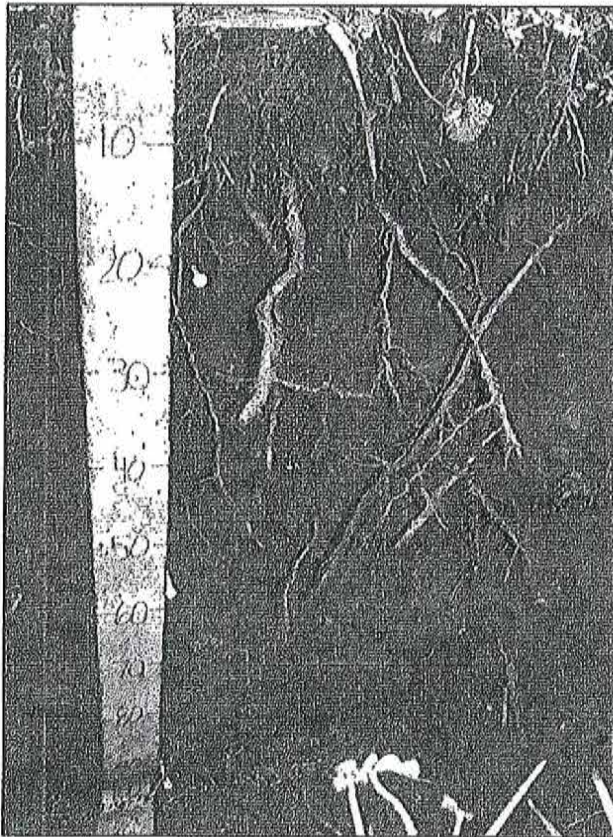
Pit MR-04: Wood waste.

Comments

- Pit located in the middle of the constructed riding area with flat topography
- Wood waste is fir with no cedar or hemlock from nearby Middleton yard.

MR-05 Soil Profile Description

Horizon	Depth (cm)	Description
Ap	0 - 19	Black (10YR 2/1 m); wood waste and imported mineral soil; strong coarse granular structure; friable moist consistence; plentiful, coarse and abundant, fine roots.
Bf	19 - 53	Dark yellowish brown (10YR 4/4 m); sandy loam; weak, loose structure; friable moist consistence; plentiful, medium and fine roots; 35% coarse fragments with 30% gravels and 5% cobbles.
Bm	53 - 89	Dark yellowish brown (10YR 4/6 m); sand; loose structure, friable moist consistence; 40% coarse fragments with 35% gravel and 5% cobble.
Ccg	88 - 99+	Grayish brown (10YR 5/2 m); sand; few, fine, faint dark yellowish brown (10YR 4/6 m) mottles; strong platy structure; firm, moist consistence; 35% coarse fragments with 30% gravels and 5% cobbles.



MR-05 Classified as an Orthic Sombic Brunisol.

Comments

- Mid slope position

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

MEETING DATE: July 16, 2019
FILE NO: 2019-229-AL
MEETING: C o W

SUBJECT: Application for non-adhering use in the ALR
20981 123 Avenue

EXECUTIVE SUMMARY:

The subject property is within the Agricultural Land Reserve. The applicant seeks to renovate a decommissioned heritage building to restore the residential use of the structure. It will replace an existing manufactured home on the property that was permitted as a caretaker suite. The applicant does not propose an additional detached residence on the site but the applicant cannot proceed with this development proposal unless it is approved by the Agricultural Land Commission (ALC).

As the structures involved with this proposal already exist on the property, there is no impact to the farm home plate with this use. However, there are zoning bylaw implications as the current temporary residential use will be replaced with an accessory employee use. There are 2 single family houses on the property currently, of which one is considered an accessory employee use. The Zoning Bylaw only permits 1 accessory employee use per property.

A site specific text amendment to the Zoning Bylaw is likely the appropriate redress for this situation. As the subject property is large (26.5 hectares, 65 acres), and has been used for legitimate farm purposes for several generations, such an amendment is supportable.

RECOMMENDATION:

That Application 2019-229-AL, respecting property at 20981 123 Avenue, be forwarded to the Agricultural Land Commission.

DISCUSSION:

a) Background Context:

Applicant:	Matthew P Laity
Legal Description:	D.L.: 284
OCP :	
Existing:	AGR (Agricultural)
Zoning:	
Existing:	A-2 (Upland Agricultural)

Surrounding Uses

North:	Use:	Farm
	Zone:	A-2 Upland Agricultural
	Designation	Agricultural
South:	Use:	School and Urban Residential
	Zone:	P-1 and RS-1 Urban Residential
	Designation:	Institutional and Urban Residential
East:	Use:	Farm and Urban Residential
	Zone:	A-2, RS-3, and RS-1
	Designation:	Agricultural and Urban Residential
West:	Use:	Farm and Urban Residential
	Zone:	A-2 and RS-1
	Designation:	Agricultural and Urban Residential
Existing Use of Property:		Farm and Rural Residential
Proposed Use of Property:		no change
Site Area:		26.25 Ha (65 acres)
Access:		123 Avenue
Servicing:		Municipal Water, partial inclusion in Fraser Sewerage Area

b) Project Description:

The subject property is part of a historic family farm that has been in operation since 1879, and appears to consist of 3 legal parcels. This proposal seeks to restore the original farm house, built in 1912. The site has numerous building permits associated with it. Municipal records indicate that there are 2 single family dwellings on the site (one of these would qualify as farm help), and one manufactured home that was permitted as a compassionate dwelling in 2002. The applicant proposes to remove the manufactured home, and is seeking to replace this residential use with the renovated structure.

This proposal would involve a conflict with Zoning Bylaw regulations, as a manufactured home is considered a temporary residential use, but a renovated structure has greater permanence associated with it. Only one accessory employee use is permitted per lot. This conflict could potentially be resolved through a Zoning Bylaw text amendment.

In addition to removing the manufactured home, this proposal will include placing no build covenant on the other 2 parcels within the subject site. These two parcels currently have no structures on them.

Agricultural Land Commission:

The provincial government introduced Bill 52 on Nov. 5, 2018 and the changes officially took effect on Feb. 22, 2019. A key change includes reducing the size of homes built on ALR land. Primary residences are now restricted to less than 500 square metres (5,400 square feet) under the new regulations. In addition, only one detached dwelling is permitted, although it can also have a secondary suite. Other residential uses that were previously permitted conditionally such as temporary residential uses, detached garden suites, or farm help housing now require approval through the ALC prior to issuance of a building permit.

With this change, the ALC has also placed further restrictions on the amount of fill that can be brought on site. For residential uses, the maximum area of landscape alteration is now 1000 m² or 10,764 square feet) which is significantly less than the previous threshold of 2000 m² (21,528 square feet).

Zoning Bylaw:

All properties will be required to meet both municipal zoning regulations (farm home plate) and ALC regulations prior to issuance of a building permit. The table below compares the 2 sets of regulations.

Use	ALC Bill 52	Zoning Bylaw (Farm Home Plate)
Detached garden suite	Non adhering residential use application required	Permitted conditionally
Temporary Residential Use	Non adhering residential use application required	Conditional use, manufactured home, restrictive covenant required
Employee Residential Use	Non adhering residential use application required	279 m ² (3,003 square feet) maximum footprint, need farm status, restrictive covenant, Council resolution requiring ALC approval, only 1 permitted per property.
Principal Dwelling	500 m ² (5,400 square feet) maximum, below ground basements and attached garages up to 42 m ² (452 square feet).	650 m ² (6,996 square feet), includes attached garages
Residential Footprint	Maximum landscape disturbance of 1000 m ² , (10,764 square feet) including foundations and driveways, located anywhere on the lot.	2000 m ² , (21,528 square feet) to be located within 60 m (197 feet) of fronting street

Development proposals would need to resolve conflicts with these regulations through a municipal application or through an application to the ALC, depending on the nature of the conflict.

This application is for a property that has been developed in compliance with Zoning Bylaw regulations and Building Code requirements as they existed at the time. The existing structures are legal non-conforming with respect to the farm home plate. If successful, this proposal will require a text amendment to the Zoning Bylaw to allow a second employee residential use. A heritage revitalization agreement may be needed to meet municipal requirements.

Due to the size of the property (26.5 hectares or 65 acres) and its long history as a legitimate farm use, this application is supportable. In addition, the applicant has agreed to place no build covenants on the 2 vacant parcels that form part of the subject property.

c) Intergovernmental Issues:

The initiatives of the ALC and the City to limit residential development in the ALR have emerged out of a commitment to retain agricultural land for agricultural purposes.

d) Citizen/Customer Implications:

The measures taken to limit residential development in the ALR are intended to assist the agricultural community by reducing the competition for agricultural land by those interested in estate residential development.


Those interested in estate residential development will continue to have options in properties that are designated Rural Residential and Estate Suburban.

Alternatives:

As with all applications, Council has the option to deny. The recommended approach is to forward the application. It is understood that the recent changes to ALC regulations may lead to more ALC applications in the near future.

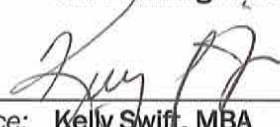
CONCLUSION:

As this application is in support of the restoration of a heritage residence on long standing agricultural property, it is recommended that this application be forwarded to the ALC for their decision on this non-adhering residential application.


Prepared by: **Diana Hall, M.A., MCIP, RPP**
Planner2


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

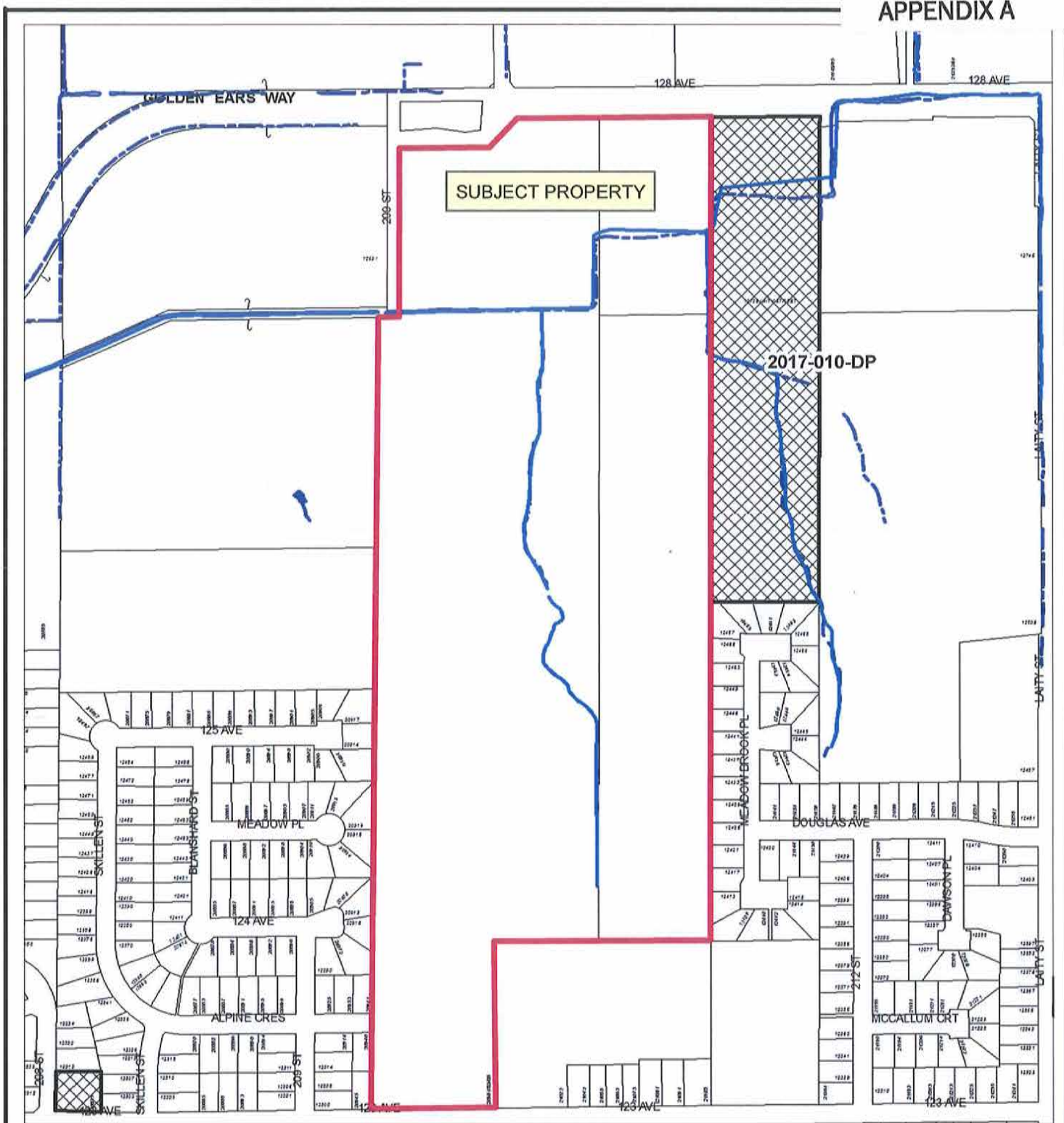

Approved by: **Christine Carter, M.PL, MCIP, RPP**
GM Planning & Development Services


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

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Photo
- Appendix C – Information provided by the applicant

APPENDIX A



Scale: 1:5,000

Legend

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

20981 123 AVENUE

PLANNING DEPARTMENT



MAPLE RIDGE

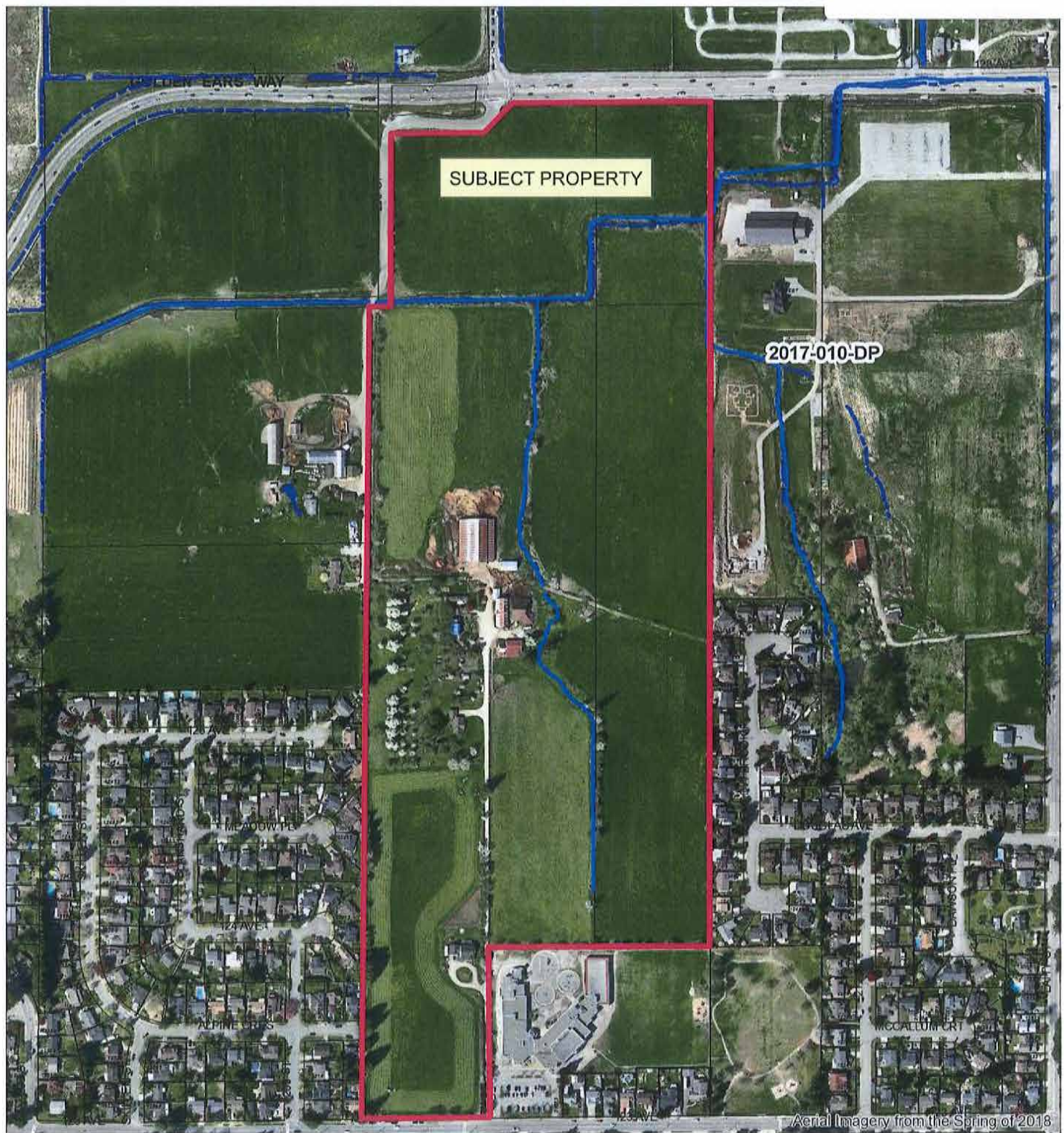
British Columbia

mapleridge.ca

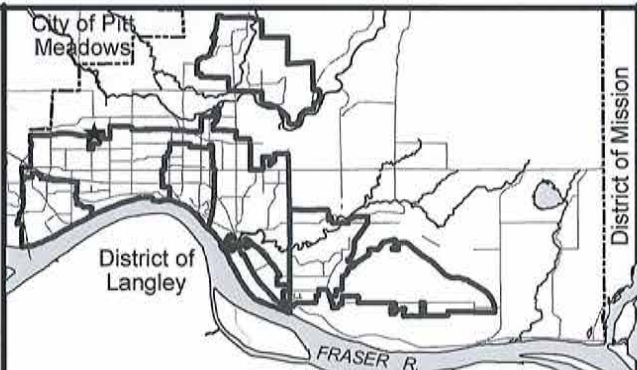
FILE: 2019-229-AL

DATE: Jun 24, 2019

BY: MC



Scale: 1:5,000



20981 123 AVENUE

PLANNING DEPARTMENT



MAPLE RIDGE
British Columbia

mapleridge.ca

FILE: 2019-229-AL

DATE: Jun 24, 2019

BY: MC



PROPERTY LINE



PROPERTY LINE

2 DETAILED LOCATION PLAN
1:500

- 1 EXISTING EMPTY/DECOMMISSIONED HOUSE (BUILT c.1912) TO HAVE RENO/ADDITION
 - 2 EXISTING MOBILE HOME (c.1995 FARM WORKER ACCOMODATION) TO BE REMOVED ONCE RENO COMPLETE
 - 3 EXISTING EMPLOYEE RESIDENCE TO REMAIN (BUILT c.1971, RECLASSIFIED "COMPASSIONATE DWELLING")
 - 4 EXISTING PRINCIPAL DWELLING TO REMAIN (BUILT c.2004)
 - 5 EXISTING FARM BUILDINGS TO REMAIN
 - 6 EXISTING GARAGE TO REMAIN
 - 7 NO BUILD COVENANTS TO BE PLACED ON THESE PARCELS
- * NO FARM LAND TO BE AFFECTED OR ALTERED

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
SUBJECT: Discharge Land Use Contract No. L74462 and U101211;
First Reading
Zone Amending Bylaw No. 7567-2019;
12155 Edge Street

MEETING DATE: July 16, 2019
FILE NO: 2019-244-RZ
MEETING: C o W

EXECUTIVE SUMMARY:

An application has been received to discharge Land Use Contract L74462 and U101211 on the subject property and rezone the site to RM-2 (Medium Density Apartment Residential), to permit the construction of two, 5 storey purpose built rental apartment buildings consisting of 212 units with 256 parking stalls. The site is located in the Town Centre and designated Low Rise Apartment. The application is proposing an FSR of less than 1.8 (actual - 1.65 FSR) and thus will not be utilizing the Density Bonus provisions.

The subject application is exempt from paying the Community Amenity Contribution, Policy 6.31, as the applicant is proposing 100% of the units as rental to be secured through a Housing Agreement. To proceed further with this application additional information is required as outlined below.

RECOMMENDATIONS:

That Zone Amending Bylaw No. 7567-2019 be given first reading; and

That the applicant provide further information as described on Schedules A, C, D and E of the Development Procedures Bylaw No. 5879-1999.

DISCUSSION:

a) Background Context:

Applicant:	Townline Homes Inc. Mr Ross Moore
Legal Description:	Lot 305 Section 20 Township 12 New Westminster District Plan 46852
OCP:	
Existing:	Low-Rise Apartment
Proposed:	Low-Rise Apartment
Zoning:	
Existing:	Land Use Contract L74462
Proposed:	RM-2 (Medium Density Apartment Residential)

Surrounding Uses:

North:	Use:	Apartment
	Zone:	Land Use Contract
	Designation:	Low-Rise Apartment
South:	Use:	Vacant Land
	Zone:	RS-1 (One Family Urban Residential)
	Designation:	Park
East:	Use:	Eric Langton Elementary School
	Zone:	P-1 (Park and School)
	Designation:	Institutional
West:	Use:	Apartment
	Zone:	CD-5-94 (Comprehensive Development)
	Designation:	Medium and High-Rise Apartment

Existing Use of Property:	Vacant
Proposed Use of Property:	Purpose built rental apartments
Site Area:	0.706 HA. (1.72 acres)
Access:	Edge Street
Servicing requirement:	Urban Standard

b) Site Characteristics:

The subject property is located at 12155 Edge Street west of Eric Langton Elementary School. The site is flat, fully fenced and has been vacant for many years. No significant trees or vegetation exist on the site.

c) Project Description:

The application proposes to discharge Land Use Contract L74462 which was registered in September 1975 to permit a 60 - bed Seniors Boarding Home. In 1982, this use Land Use Contract was amended to a 52 - bed Intermediate Care Facility and registered under U 101211. The exact date in which this facility ceased operations and was demolished is unknown.

The rezoning of the site to RM-2 (Medium Density Apartment Residential) will extinguish the historical Land Use Contract and convert the use of the land to rental residential apartments. A housing Agreement will be registered at the rezoning stage to ensure the units remain rentals in perpetuity. A parking reduction will be required for this project.

The proposal is for two, 212 unit purpose built rental apartment buildings. Parking will be provided through a mixture of an underground parkade and internal screened parking at grade. The applicant is proposing a 5 storey wood frame construction building with an internal landscaped courtyard on top of the parking structure.

Bicycle facilities will be included in accordance with the Parking and Loading Bylaw No. 4350-1990 and initially consist of: 53 long term parking bicycle spaces and 64 short term parking bicycle spaces.

Further details will be provide to Council and the Public as this application proceeds and full Development Permit and Development Variance Permit application details are received.

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

d) Planning Analysis:

Official Community Plan:

The development site is located within the Town Centre Area Plan and is currently designated Low Rise Apartment. No OCP amendment is required to accommodate this proposal but the project is subject to the North View Development Permit Guidelines found in Chapter 8 of the OCP. These policies encourage future development to offer a mix of housing types at varying ages, family sizes and income levels. Housing in this area is close to various transportation choices, shopping, schools and services.

The following OCP policy applies to the Low-Rise Apartment designation:

3-22 Low-Rise Apartment developments should be a minimum of three (3) storeys and a maximum of five (5) storeys in height.

The proposal is proposing a 5 storey structure with underground parking.

In addition, a range of environmentally sustainable policies in the Town Centre Area Plan would also apply to this application:

2-5 Incorporating Rainwater Management practices into on-site and off-site development will be encouraged [...]. Some examples of Rainwater Management practices include:

- *bioretention areas;*
- *rainwater gardens;*
- *bioswales;*
- *landscaped curb bulges on street right-of-ways;*
- *rainwater harvest for irrigation; and*
- *green roofs.*

2-9 The use of plant and tree species that are suited for Maple Ridge climate and that will attract local songbirds and pollinating insects species [...] will be encouraged in public and private development;

2-10 Landscaping, as described in policy 2-9 above, will be encouraged in all public and private outdoor spaces in the Town Centre. For areas with a large amount of paved surfaces, such as surface parking lots and public plazas, the installation of trees, rain gardens, raised planters, and/or living green walls, where feasible, is encouraged to provide some areas of refuge for wildlife, such as small birds, rainwater interception, cooling in summer months, reduced glare from pavement, carbon sequestration, and a more attractive urban environment.

The applicant will be required to provide some of these measures as part of the development.

Housing Action Plan:

The Housing Action Plan (HAP), which was endorsed by Council in September, 2014 identifies rental housing as a priority. This was reaffirmed with the endorsement of the Housing Action Plan Implementation Framework in September, 2015.

This project meets many of the objectives of the Housing Action Plan to encourage more rental, affordable and special needs housing in Maple Ridge. The applicant will provide a more detailed amount of information about the unit mix and potential affordable rent for the second reading report. A Housing Agreement will ensure that these units will be retained for such rental purposes over time.

Zoning Bylaw:

The current application proposes to extinguish the existing Land Use Contracts L74464 and U101211. Replace the Land Use Contracts with the RM-2 (Medium Density Apartment Residential) zone at 12155 Edge Street. The applicant, Townline Development Inc. operates a number of rental buildings in its company portfolio and this will be their first development in Maple Ridge. From a use and density stand point, the proposal is acceptable from both a policy and neighbourhood context point of view. Currently the proposal consists of the following unit types: a one bedroom (38), one bedroom+den (138) and 2 bedroom (36) units. The maximum FSR permitted under the RM-2 zone is 1.8. The actual FSR proposed is 1.65.

Underground and screened on-grade parking is proposed; however, the applicant will be seeking a variance to the number of parking spaces due to the use of the of the builings for rental units. Rental units typically have fewer vehicles and given the sites location in the Town Centre a parking ratio of 1.1 spaces per unit may be adequate. Rental buildings also have greater reliance on other forms of mobility; including walking, cycling and transit.

The project tecnically is required to provide a 1.7 parking ratio per unit due to its location just north of the central business district parking boundary. Other similar rental projects, such an Amacon on 122 Avenue and 223 Street (2016-052-RZ) provided justification via a parking study to prove the 1.1 parking stall ratio per unit was more than adequate for their project. Therefore, as part of the application requirments going forward, the applicant will be required to prepare a parking study to justify their parking ratio prior to second reading.

Any variations from the requirements of the proposed RM-2 zone will require a Development Variance Permit application.

Development Permits:

Pursuant to Section 8.11 of the OCP, a Town Centre Development Permit (North View Area) application is required for all multifamily residential, flexible mixed use and commercial development located in the Town Centre.

Advisory Design Panel:

A Form and Character Development Permit is required and must be reviewed by the Advisory Design Panel prior to Second Reading.

Development Information Meeting:

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

e) Interdepartmental Implications:

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

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

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

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

f) Development Applications:


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

1. A complete Rezoning Application (Schedule B or Schedule C);
2. A Town Centre Development Permit Application (Schedule D);
3. A Development Variance Permit (Schedule E);

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

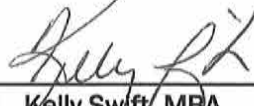
CONCLUSION:

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


Prepared by: Wendy Cooper, MCIP, RPP
Planner


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

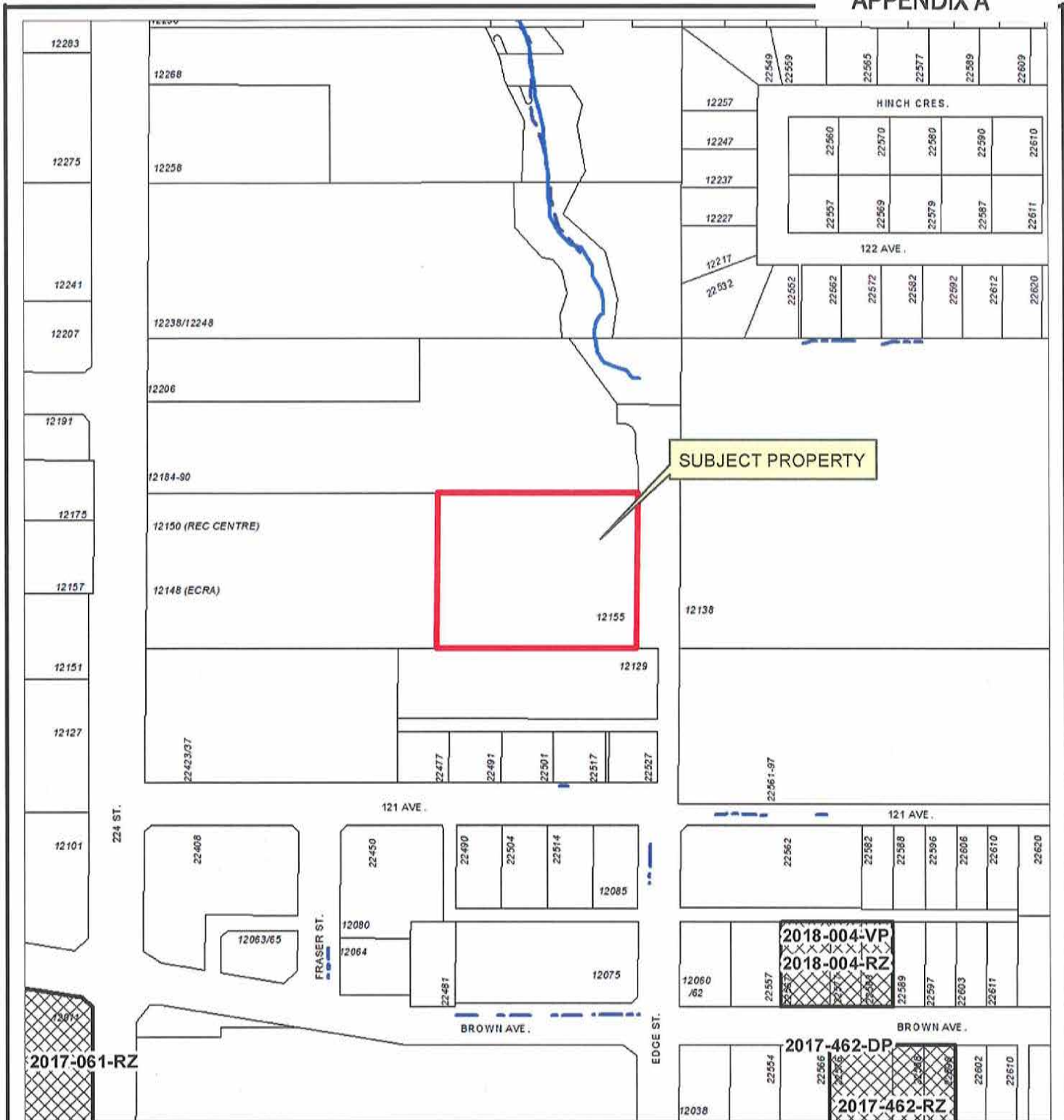

Approved by: Christine Carter, M.PL, MCIP, RPP
GM Planning & Development Services


Concurrence: Kelly Swift, MBA
Acting Chief Administrative Officer

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – Zone Amending Bylaw No. 7567-2019
- Appendix D – Proposed Site Plan

APPENDIX A



Scale: 1:2,500

Legend

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

12155 EDGE STREET

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2019-244-RZ

DATE: Jul 5, 2019

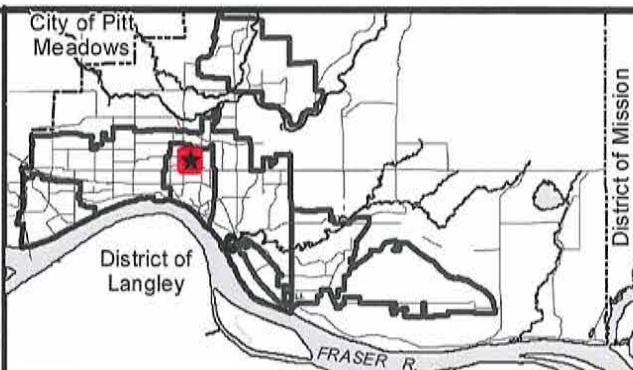
BY: DT



Aerial Imagery from the Spring of 2018



Scale: 1:2,500



12155 EDGE STREET

PLANNING DEPARTMENT



mapleridge.ca

FILE: 2019-244-RZ
DATE: Jul 5, 2019

BY: DT

**CITY OF MAPLE RIDGE
BYLAW NO. 7567-2019**

A Bylaw to amend Map "A" forming part of Zoning Bylaw No. 3510 - 1985 as amended

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

AND WHEREAS, a land use contract may, under s.546 of the *Local Government Act*, be discharged by bylaw with the agreement of the local government and the owner of any parcel of land that is described in the bylaw as being covered by the discharge; and

AND WHEREAS, the owner of land legally described as;

Lot 305 Section 20 Township 12 New Westminster District Plan 46852

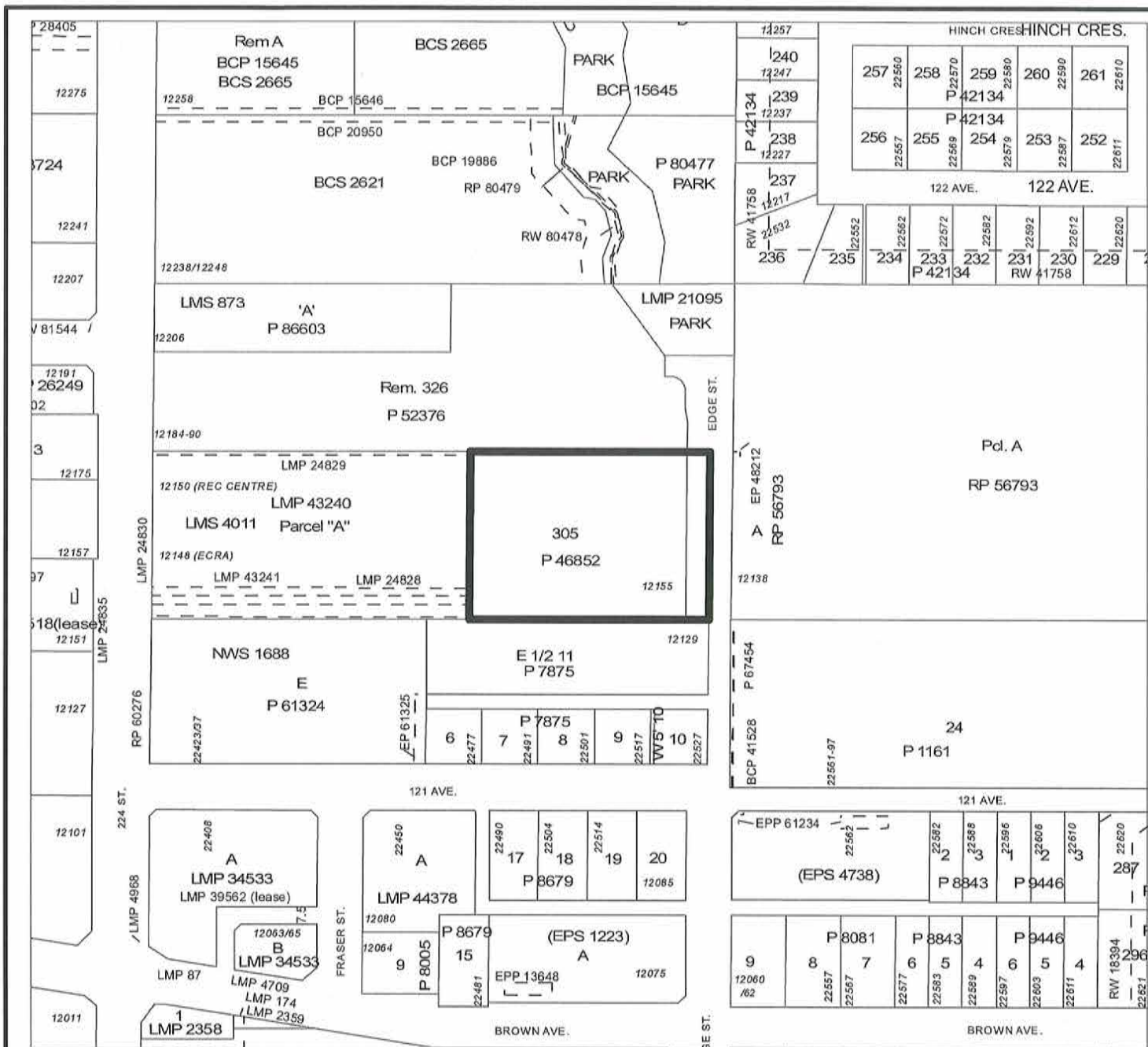
has agreed in writing to the discharge of land use contracts charging the parcel;

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending and Land Use Contract Discharge Bylaw No. 7567-2019."
2. That parcel or tract of land and premises known and described as:

Lot 305 Section 20 Township 12 New Westminster District Plan 46852

and outlined in heavy black line on Map No. 1804 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to RM-2 (Medium Density Apartment Residential).
3. Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended and Map "A" attached thereto are hereby amended accordingly.
4. The Land Use Contract registered on September 2, 1975 and assigned registration number L74462 is discharged from the land described as Lot 305 Section 20 Township 12 New Westminster District Plan 46852 (PID 006-147-828).
5. The Land Use Contract registered on October 28, 1982 and assigned registration number U101211 is discharged from the land described as Lot 305 Section 20 Township 12 New Westminster District Plan 46852 (PID 006-147-828).
6. The Corporate Officer shall register in the Land Title Office a discharge of each of the land use contracts that is subject to this bylaw, together with a certified copy of this bylaw, in accordance with the *Land Title Act* and Section 546 and 547 of the *Local Government Act*.



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7567-2019

Map No. 1804

From: LUC (Land Use Contract L74462 modified by U101211)

To: RM-2 (Medium Density Apartment Residential District)

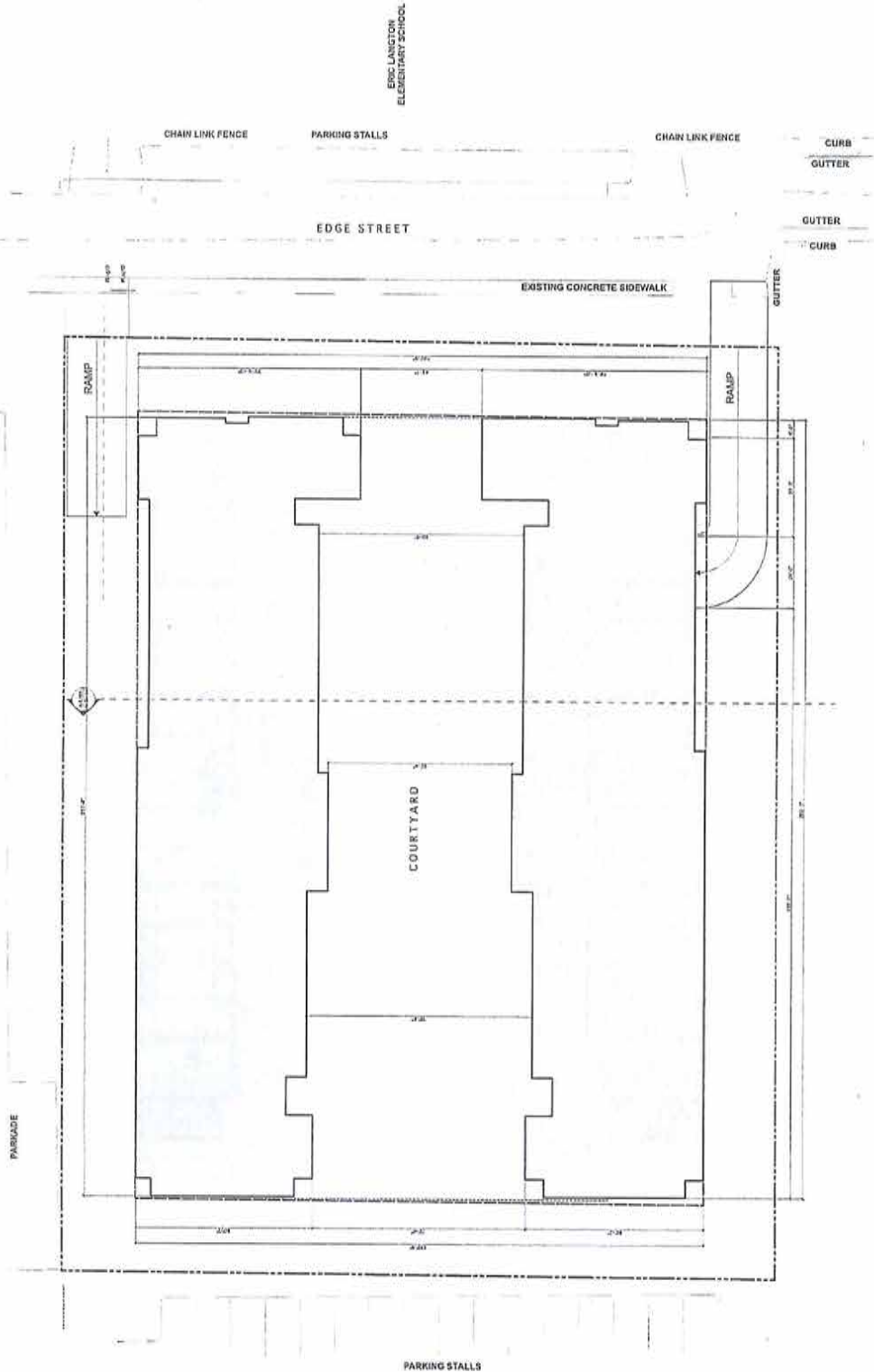


SCALE 1:2,500



Integra
ARCHITECTURE INC.

2330-2031 Gerald's Street
Vancouver, BC, V6C 1S4
www.integra-arch.com
Telephone: 604 681 5200
Fax: 604 681 5201
Email: info@integra-arch.com
Integra Architecture Inc. is a registered professional corporation under the laws of the Province of British Columbia. It is a member of the British Columbia Association of Architects (B.C.A.A.).



GRAPHIC SCALE

DATE

TOWNLINE HOMES

PROJECT

484 EDGE

2018 Edge Street
Vancouver, BC

DATE

Site Plan

484

PROJECT

100' x 150'

2018-04-23

DATE

484

PROJECT

100' x 150'

2018-04-23

DATE

484

PROJECT

100' x 150'

2018-04-23

DATE

484

PROJECT

100' x 150'

A-1.001

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
MEETING DATE: July 16, 2019
FILE NO: 2017-035-RZ
MEETING: Council
SUBJECT: First and Second Reading
11775 and 11781 Burnett Street Housing Agreement Bylaw No. 7556-2019;
Second Reading
Zone Amending Bylaw No. 7325-2017;
11781 and 11775 Burnett Street

EXECUTIVE SUMMARY:

An application has been received to rezone the subject properties located at 11781 and 11775 Burnett Street from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit a five storey, 4,562 m² (49,100 ft²), 64 rental unit apartment building. The rental units are divided into 41 one-bedroom and 23 two-bedroom units. 74 off-street parking spaces are located in an underground parking garage. The subject properties are designated as Low-Rise Apartments in the Official Community Plan, and no OCP amendment is required to accommodate the proposed development. It is also exempt from the Community Amenity Contribution Policy because it is located within the Town Centre Area and is a rental building.

Pursuant to Council policy, this application is exempted from the Community Amenity Contribution Program because all units are going to be affordable market rental housing and subject to a Housing Agreement with the City.

RECOMMENDATIONS:

- 1) That Zone Amending Bylaw No. 7325-2017 be given second reading, and be forwarded to Public Hearing;
- 2) That 11775 and 11781 Burnett Street Housing Agreement Bylaw No. 7556-2019 be given first and second reading, and third reading concurrent with Zone Amending Bylaw No. 7325-2017; and
- 3) That the following terms and conditions be met prior to final reading:
 - i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
 - ii) Road dedication on Burnett Street as required;
 - iii) Submission of a traffic study including a review of the Burnett/Lougheed and Burnett/Dewdney Trunk intersections;
 - iv) Consolidation of the subject properties;

- v) Registration of a Restrictive Covenant for the Geotechnical Report which addresses the suitability of the subject properties for the proposed development;
- vi) Registration of a Restrictive Covenant for visitor parking spaces;
- vii) Registration of a Restrictive Covenant for Stormwater Management;
- viii) Registration of a Housing Agreement in accordance with Section 483 of the *Local Government Act* and a Restrictive Covenant stating that units in the proposed building will be restricted to residential rental units;
- ix) Removal of existing building/s;
- x) In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject properties. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site.

DISCUSSION:

1) Background Context:

Applicant:	Kevin Bennett, Krahn Engineering Ltd.		
Legal Description:	Lot A, Section 17, Township 12, New Westminster District Plan 22876, and Lot B, Section 17, Township 12, New Westminster District Plan 22876		
OCP:			
Existing:	Low-Rise Apartment		
Proposed:	No change		
Zoning:			
Existing:	RS-1 (One Family Urban Residential)		
Proposed:	RM-2 (Medium Density Apartment Residential)		
Surrounding Uses:			
North:	Use:	Seniors' Apartments	
	Zone:	CD-5-00 (Senior Apartments)	
	Designation:	Low-Rise Apartment	
South:	Use:	Vacant, BC Housing site	
	Zone:	RS-1 (One Family Urban Residential)	
	Designation:	Low-Rise Apartment	
East:	Use:	Single Family Houses	
	Zone:	RS-1 (One Family Urban Residential)	
	Designation:	Urban Residential	
West:	Use:	Restaurants and services	
	Zone:	CS-1 (Service Commercial)	
	Designation:	Town Centre Commercial	
Existing Use of Property:	Vacant		
Proposed Use of Property:	Rental Apartments		
Site Area:	2620 m ² (0.65 acres), both lots combined		

Access:	Pedestrian and vehicle access from Burnett Street
Servicing requirement:	Urban Standard
Companion Applications:	2017-035-DP and 2017-035-VP

a) Site Characteristics:

The subject properties, located at 11781/ 11775 Burnett Street, are two adjacent, rectangular shaped lots. They are generally flat, and vegetated with grass and some trees (Appendices A and B).

There are already a number of multi-family apartment buildings, and one seniors' apartment complex to the north of the subject properties on the same side (west side) of Burnett Street. A similar, five storey, 54 unit apartment building by the same developer (2017-489-RZ) is proposed in the same block further to the north along Burnett Street. The two lots immediately to the south are a BC Housing modular housing site. The subject properties face single family houses on the east side of Burnett Street, which lie just outside of the Town Centre Area. Four restaurants (A&W, Chinese, Japanese, and Pizza) are located on the service commercial lot to the west of the subject properties. The provision of bicycle parking will be required to adhere to then requirements of the Off-Street parking and Loading Bylaw and confirmed at the time of the development permit stage.

b) Project Description:

The development proposal is for a five (5) storey, 64 rental unit apartment building (41 one-bedroom and 23 two-bedroom units) with approximately 4,562 m² (49,100 ft²) of floor area. One underground parking garage provides 74 car parking spaces, seven of which are intended for visitors and one of which is for disabled parking. A long term bicycle parking room is also proposed in the underground garage, while at least 20 short term bicycle parking spaces will be provided on the site.

2) Planning Analysis:

The subject properties are located within the Downtown East Precinct of the Town Centre Area Plan. The Downtown East Precinct serves as the eastern interface and gateway to the Town Centre. More urban and pedestrian oriented development is desired in the Downtown East Precinct, which can include medium to high density residential high-rise towers. This project, a mid-rise residential building, conforms to the intent of the precinct guidelines of the Town Centre Area Plan.

The subject properties are currently designated Low-Rise Apartment in the Town Centre Area Plan. An OCP amendment is not required to support the proposed development and rezoning. The following policies apply to this proposal:

Official Community Plan Policies

3-31 Maple Ridge supports the provision of rental accommodation and encourages the construction of rental units that vary in size and number of bedrooms. Maple Ridge may also limit the demolition or strata conversion of existing rental units, unless District-wide vacancy rates are within a healthy range as defined by the Canadian Mortgage and Housing Corporation, and,

This project will add up to 64 new purpose built rental housing units to the Town Centre. It currently proposes 41 one-bedroom and 23 two-bedroom units. No three or more bedroom units, which are more suitable to families with children, are included in this project.

3-32 Maple Ridge supports the provision of affordable, rental and special needs housing throughout the District...

This project is in compliance with this policy as it provides rental accommodation. The applicant has also expressed a willingness and support for integrating affordable housing units, as well as units which are suited to persons with special needs (e.g. mobility impairments), or which can be easily adapted for such purposes. The final mix of unit types and affordable housing provisions will be presented in the second reading report.

3-33 Maple Ridge will encourage housing that incorporates "age-in-place" concepts and seniors housing designed to accommodate special needs.

Residential units constructed in accordance with the adaptable dwelling unit provisions of the BC Building Code (BC Reg. 216/2006, Division B, Section 3.8.5) support "age-in-place" senior housing. Other projects in the Town Centre Area have volunteered approximately 10% of their units constructed to these standards.

As described further in the Housing Action Plan section of this report, the applicant has signed a Housing Agreement (Appendix D) for the affordable rental and adaptive dwelling units proposed to be constructed.

Town Centre Area Plan Policies

3-1 An increase in residential and commercial density is encouraged in the Town Centre, particularly within the Central Business District... Land-use should include a mix of housing types catering to various demographics, including affordable and special needs housing, within walking distance to a broad mixture of uses, including shops, services, cultural facilities, and recreation.

This project will increase the number of purpose built rental units in the Central Business District. It is located within walking distance to a range of shops, services, and transit in and around the Central Business District.

3-12 High density development that is four or more storeys in height may be required to include a shadow study in consideration of adjacent sites to address potential impacts on available daylight. Consideration should also be given to the privacy of residents in existing buildings.

This project will be five storeys in height, and be built next to two storey seniors' apartments on the property to the north. The applicant will be asked to provide a shadow study.

3-15 Concealed parking structures are encouraged in all commercial, mixed-use, multi-family uses... in the Town Centre. Below grade parking structures are particularly encouraged for Low-Rise, Medium, and High-Rise Apartment...buildings.

This project includes an underground parking structure which appears to protrude slightly above grade. The applicant will be asked to demonstrate how impacts of the above grade parking structure on the public realm will be mitigated by landscaping, plantings or residential amenity space design.

3-22 All Low-Rise Apartment developments should be a minimum of three (3) storeys and a maximum of five (5) storeys in height.

This project complies with the height range envisioned by the policy.

Housing Action Plan:

The Housing Action Plan (HAP), which was endorsed by Council in September, 2014 identified rental housing as a priority. The HAP also speaks of the need to provide a range of non-market, affordable and special needs housing.

This project meets the objective of the Housing Action Plan to encourage more rental and special needs (Aging-in-Place) housing in Maple Ridge. The applicant has signed a Housing Agreement that sets out guidelines for their market rental housing to be affordable relative to housing prices in Maple Ridge. The 11775 and 11781 Burnett Street Housing Agreement Bylaw No. 7556-2019 attached to this report as Appendix D. As a consequence, this development is exempt from the payment of Community Amenity Contributions.

Zoning Bylaw:

The current application proposes to rezone the subject properties from RS-1 (One Family Urban Residential) to RM-2 (Medium Density Apartment Residential) to permit a five storey, 64 unit rental unit apartment building. The proposed floor space ratio is 1.63, which complies with the RM-2 zone's maximum FSR of 1.8.

Parking:

This project's 74 car parking spaces in the underground garage meet the reduced parking requirements in the Central Business District of the *Off-Street Parking Bylaw 4350 – 1990*. Bicycle parking is being provided in accordance with bylaw requirements.

i) Proposed Variances:

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

- *Maple Ridge Zoning Bylaw No. 3510 -1985:* The requested variances are to Part 604 RM-2 Medium Density Apartment Residential District to the sections that follow:
 - a) *Section 7. Size of Buildings and Structures* – to vary the height by allowing 16 metres (rather than 15 metre maximum) and 5 storeys (rather than the 4 storey maximum).

This variance is supported because the project is for rental housing under a Housing Agreement.

- b) *Section 6. Sitting b)* – to vary the setbacks for portions of the underground parking structure, including allowing a front setback of 0.47 metre (rather than 3.0 metres) and a 0.86 metre (rather than 1.5 metres) for exiting stairs on the north interior lot line for an underground.

This variance is supported because of the enhanced landscaping being proposed by the developer along the front lot line and the landscaping being integrated with an existing pedestrian walkway along the north lot line.

ii) **Development Permits:**

Pursuant to Section 8.11 of the OCP, a Town Centre Development Permit application is required for all multifamily residential, flexible mixed use and commercial development located in the Town Centre.

A separate report concerning issuance of the development permit required for this development will be submitted to Council at a later date.

iii) **Advisory Design Panel:**

The application was reviewed by the ADP at a meeting held on January 16, 2019. A letter from the project Architect (Appendix H) fully addressed the matters raised by the ADP were addressed. Staff is satisfied in the manner the ADP comments were addressed.

A detailed description of the project's form and character will be included in the above noted future development permit report to Council.

iv) **Development Information Meeting:**

A Development Information Meeting was held at Ridge Meadows Seniors Activity Centre on April 2, 2019. Nine (9) people attended the meeting. A summary of the main comments and discussions with the attendees was provided by the applicant and include the following main points:

- Attendees expressed a general concern for the location of the adjacent BC Housing development, and inquired if the proposed development was also intended as social housing.
- A few inquiries referred to a lack of general street parking along Burnett.

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

- The attendees were informed that this development is proposed as a rental building, and it is not part of a BC Housing development.
- The attendees were shown that this development proposes seven (7) visitor parking spaces within the underground parking structure and to help to alleviate some of this concern.

3) **Interdepartmental Implications:**

i) **Engineering Department:**

Comments from the Engineering Department were provided to the applicant. The majority of the matters are to be addressed following third reading in relation to servicing requirements, road upgrading and consultant reports that are required such as a Traffic Study and on-site stormwater management.

ii) **Fire Department:**

The Fire Department had no concerns with the plans submitted. Necessary details will be addressed as normal at the building permit stage.

iii) **Environmental Services**

Requirements for Erosion and Sediment Control have been identified and will be addressed after third reading. The Arborist report for this project has been reviewed and the required planting of replacement and street trees have satisfactorily addressed.

4) **School District No. 42 Comments:**

Pursuant to Section 476 of the *Local Government Act*, consultation with School District No. 42 is required at the time of preparing or amending the OCP. A referral was sent to School District No. 42 on August 17, 2017. Their response was in the letter dated August 21, 2017 and attached in Appendix I.

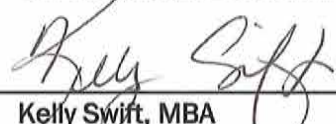
CONCLUSION:

It is recommended that that second reading be given to Zone Amending Bylaw No. 7325-2017, that first and second reading be given to 11775 and 11781 Burnett Street Housing Agreement Bylaw No. 7555-2019, and that application 2017-035-RZ be forwarded to Public Hearing.


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


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


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


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

The following appendices are attached hereto:

- Appendix A – Subject Map
- Appendix B – Ortho Map
- Appendix C – Zone Amending Bylaw No. 7325-2017
- Appendix D – 11775 and 11781 Burnett Street Housing Agreement Bylaw No. 7555-2019
- Appendix E – Site Plan
- Appendix F – Building Elevation Plans
- Appendix G – Landscape Plan
- Appendix H – ADP design comments
- Appendix I – School District comments

APPENDIX A



Scale: 1:1,500

Legend

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

11775/11781 Burnett St

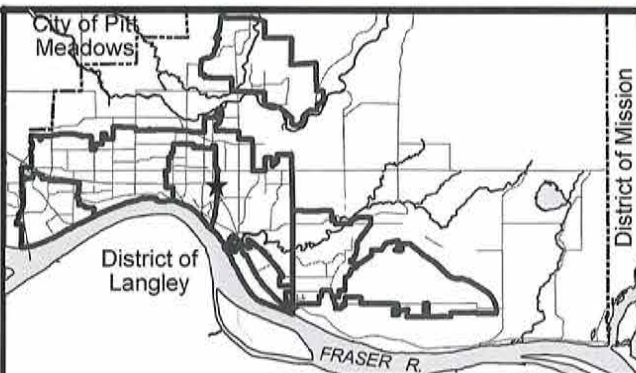


2017-035-RZ
DATE: Feb 14, 2017

BY: JV



Scale: 1:2,500



11775/81 BURNETT STREET

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2017-035-DP

DATE: Jun 20, 2017

BY: PC

BYLAW NO. 7325-2017

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

- Lot A Section 17 Township 12 New Westminster District Plan 22876
Lot B Section 17 Township 12 New Westminster District Plan 22876

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

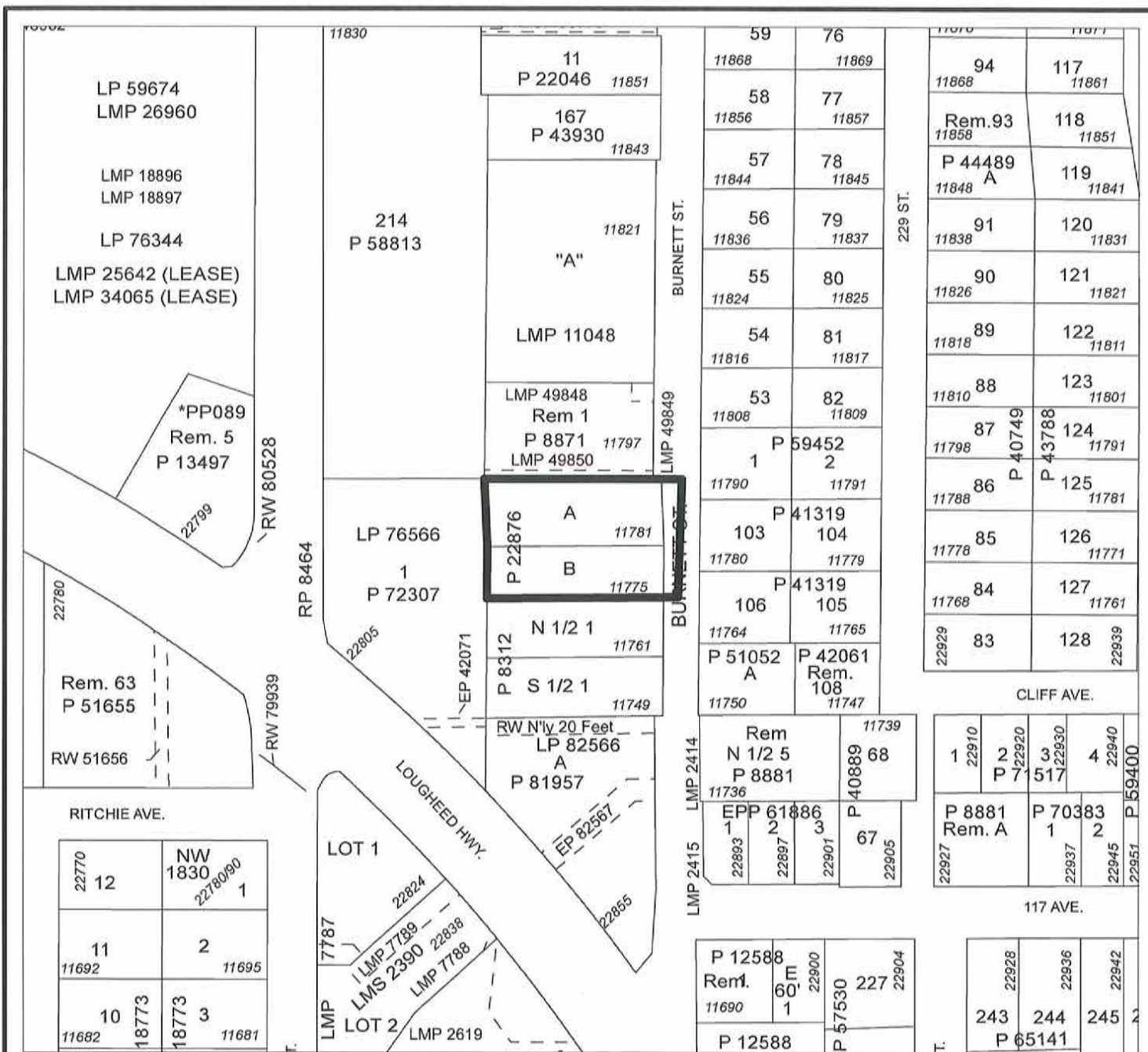
READ a second time the _____ day of _____, 20_____

PUBLIC HEARING held the day of , 20

READ a third time the _____ day of _____, 20_____

ADOPTED the day of , 20

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7325-2017

Map No. 1710

From: RS-1 (One Family Urban Residential)

To: RM-2 (Medium Density Apartment Residential)



SCALE 1:2,000

**CITY OF MAPLE RIDGE
BYLAW NO. 7555-2019**

A Bylaw to authorize the City of Maple Ridge to enter into a Housing Agreement for
11775 and 11781 Burnett Street

WHEREAS, pursuant to Section 483 of the Local Government Act, R.S.B.C 1996, c. 323, as amended, Council may, by bylaw, enter into a housing agreement under that Section;

AND WHEREAS, Council and 1083144 B.C. LTD. (Inc. No. BC1083144) wish to enter into a housing agreement for the subject properties at about 11775 and 11781 Burnett Street;

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

1. This Bylaw may be cited as "11775 and 11781 Burnett Street Housing Agreement Bylaw No. 7556-2019".
2. By this Bylaw Council authorizes the City to enter into a housing agreement 1083144 B.C. LTD. (Inc. No. BC1083144) in respect to the following land:

LOT A BLOCK 2 SECTION 17 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 22046;
and

LOT B SECTION 17 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 22046.

3. The Mayor and Corporate Officer are authorized to execute the housing agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule "1", attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the __ day of __, 2019.

READ a second time the __ day of __, 2019.

READ a third time the __ day of __, 2019.

ADOPTED the __ day of _____, 20__.

PRESIDING MEMBER

CORPORATE OFFICER

HOUSING AGREEMENT

2017-035-RZ

BETWEEN:

1083144 B.C. Ltd., Inc. No. BC1083144
12262 New McLellan Road, Surrey, B.C. V3X 2Y1

(the "Owner")

AND:

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

(the "City")

(b) **WHEREAS:**

- A. The Covenantor is the registered owner of or has an equity of redemption in certain lands situated in the Municipality of Maple Ridge in the Province of British Columbia, and more particularly known and described as:

Lot A, Block 2, Section 17, Township 12, Plan NWP22876 and Lot B, Section 17, Township 12, Plan NWP22876

(hereinafter called the "Lands").

- B. The Owner has applied to the City for a rezoning of the Lands and in connection with that rezoning the Owner wishes to enter into this Agreement with the City to set out terms and conditions respecting the occupancy of certain rental units to be constructed on the Lands, to have effect as both a covenant pursuant to section 219 of the *Land Title Act* (British Columbia) and a Housing Agreement pursuant to section 483 of the *Local Government Act* (British Columbia).
- C. The City has adopted a bylaw pursuant Section 483 of the *Local Government Act* to authorize this Agreement.

NOW THEREFORE in consideration of the promises below, the payment of \$1.00 by the City to the Owner and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City covenant and agree, pursuant to section 483 of the *Local Government Act* (British Columbia) and section 219 of the *Land Title Act* (British Columbia) as follows:

1. **Definitions** - In this Agreement, in addition to terms defined else:

- (a) "Accessibility Requirements" means the accessibility requirements for persons with disabilities as set out in the BC Building Code, including section 3.8 of Division

B of the Building Access Handbook 2014.

- (b) **"Affordable Rental Unit"** means a Dwelling Unit on the Lands that is designated as an Affordable Dwelling Unit pursuant to under this Agreement and that shall, following such designation, be subject to certain use and occupancy restrictions as set out in this Agreement, including a maximum rent and a housing income limit.
- (c) **"Affordable Residential Rental Rate"** means 30% of the annual Housing Income Limit for the applicable size of the applicable Affordable Rental Unit, divided by 12.
- (d) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function.
- (e) **"Dwelling Unit"** means a self-contained set of habitable rooms providing residential accommodation for one Household containing only one set of cooking facilities.
- (f) **"Gross Annual Income"** means the sum of all taxable incomes, being the amount identified as taxable income on the most recent income tax return (line 260 of the income tax T1 General Form) of all individuals 15 years and older that reside in the Affordable Rental Unit.
- (g) **"Household"** means one or more individuals living in a Dwelling Unit consisting of:
 - (i) an individual;
 - (ii) two or more individuals related by blood, marriage, adoption or foster parenthood; or
 - (iii) three or fewer unrelated persons.
- (h) **"Housing Income Limit"** means the annual income required to pay the average market rent for an appropriately sized unit in the private market for the Abbotsford 'Planning Area', as published by BC Housing or its successor in function from time to time, for the following sized dwelling units: Bachelor, 1 Bedroom, 2 Bedroom, 3 Bedroom, and 4+ Bedroom. The 2018 Housing Income Limits are attached as Schedule A.
- (i) **"Market Rental Unit"** means a Dwelling Unit on the Lands that is designated as a Market Rental Unit pursuant to this Agreement and that shall, following such designation, be subject to certain use and occupancy restrictions as set out in this Agreement.
- (j) **"RTA"** means the *Residential Tenancy Act* (British Columbia).
- (k) **"Tenancy Agreement"** means a tenancy agreement as defined in the RTA (British Columbia) granting the right to occupy a Required Rental Unit.
- (l) **"Tenant"** means the occupant or occupants of a Required Residential Unit under a Tenancy Agreement.

CONSTRUCTION AND DESIGNATION OF REQUIRED RENTAL UNITS

2. **Construction & Designation of Required Rental Units** – The Owner shall construct 3 (Three) Affordable Rental Units (Unit #106, #107 and #108) and 61 (Sixty One) Market Rental Units on the Lands. Without limiting the foregoing, the Lands shall not be built upon unless the building to be constructed contains 3 (Three) Affordable Rental Units and 61 (Sixty One) Market Rental Unit and unless, before construction begins, the Owner designates, in writing to the City, which of the Dwelling Units, to be constructed on the Lands shall be the required Affordable Rental Units and Market Rental Units, (which 3 (Three) designated Affordable Rental Units and 61 (Sixty One) designated Market Rental Units are referred to herein as the “**Required Rental Units**”). The foregoing designation may not be changed without the prior written approval of the City.
3. **Accessibility** – Units #102, #103, #104, #105, #109 and #110 shall be designed and constructed in accordance to meet the Accessibility Requirements and shall at all times be repaired and maintained so they meet the Accessibility Requirements.
4. **Building Design Requirements** - The Lands shall not be built upon unless the City is satisfied that the plans submitted to the City in connection with the building permit application for the proposed building show the Required Rental Units and conform to the requirement that the Required Rental Units meet the Accessibility Requirements.
5. **Completion of Required Rental Units** – No building on the Lands may be occupied or used for any purpose until and unless Required Rental Units are constructed and designated in accordance with the requirements of this Agreement and the City has issued an occupancy permit for all of the Required Rental Units
6. **Strata Subdivision Requirements** – The Land shall not be subdivided by deposit of a strata plan under the *Strata Property Act* unless:
 - (a) the Owner has filed a rental disclosure statement pursuant to section 139 of the *Strata Property Act* designating each of the Required Rental Units as a rental strata lot with a rental period expiry date no earlier than 70 years from the date of stratification;
 - (b) the strata corporation bylaws to be created by the filing of the strata plan do not contain any restrictions on the rental of the Required Rental Units, including any provision preventing the rental of the Required Rental Units in accordance with the requirements and restrictions under this Agreement; and
 - (c) the strata corporation bylaws to be created by the filing of the strata plan contain the following provision: “Certain strata lots are subject to a Housing Agreement with the City of Maple Ridge that requires that, among other things,

such strata lots only be used for residential rental purposes. No action shall be taken by the owners or the strata corporation to restrict or limit the terms of the Housing Agreement, including, but not limited to, amendment to these bylaws".

OCCUPANCY RESTRICTIONS

7. **Residential Use Only** – Each Required Rental Unit may only be used as a permanent residence providing rental residential accommodation. Without limiting the foregoing, the Required Rental Units shall not be used to provide vacation or other temporary accommodation.
8. **Tenure Requirements – Rental Only** – Each Required Rental Unit may only be occupied by one or more individuals who occupy the Required Rental Unit as a permanent residence pursuant to a Tenancy Agreement. For clarity and without limiting the foregoing, the Owner may not occupy a Required Rental Unit.
9. **Affordable Rental Units - Rental and Occupancy Restrictions –**
 - (a) Maximum Tenant Income – The Owner shall not enter into a Tenancy Agreement with respect to an Affordable Housing Unit, and shall not otherwise rent or lease an Affordable Housing Unit, to a Tenant or Tenants where the Gross Annual Income of all occupants of the Affordable Housing Unit is greater than the Housing Income Limit applicable to the size of the Affordable Housing Unit.
 - (b) Maximum Rent - The Owner shall not charge a monthly rent for an Affordable Rental Unit that exceeds the Affordable Residential Rental Rate applicable to the size of the Affordable Rental Unit.
10. **Other Tenancy Requirements** – The Owner shall comply with the following requirements:
 - (a) Reference to Housing Agreement - Every Tenancy Agreement shall specify the existence of this Agreement and the occupancy restrictions applicable to the Affordable Rental Unit or Market Rental Unit, as the case may be, and a copy of this Agreement shall be attached to every Tenancy Agreement.
 - (b) Occupant Identification - Every Tenancy Agreement shall identify all occupants of the applicable Required Rental Unit.
 - (c) Income Information – Before entering into a Tenancy Agreement for an Affordable Rental Unit, the Owner shall obtain copies of each proposed occupant's most recent income tax return for the purposes of determining compliance with the Housing Income Limit requirements of this Agreement and will retain and provide copies of same to the City upon request of the City's Director of Planning from time to time.

Schedule A
Part of Bylaw No. 7555-2019

- (d) Copy to Municipality - The Owner shall deliver to the City a copy of each then current Tenancy Agreement for Required Rental Units, are any of them as may be specified by the Director of Planning, upon request from the Director of Planning from time to time.
- (e) No Extra Charges - The Owner shall not require a Tenant to pay any extra charges or fees for use of any common property, limited common property, or other common area, for property taxes or for sanitary sewer, storm sewer, water utilities or similar services and no provision to that effect shall be included in any Tenancy Agreement.
- (f) Other Tenancy Agreement Terms – Every Tenancy Agreement shall include:
 - (i) a clause requiring the Tenant to comply with the use and occupancy restrictions contained in this Agreement;
 - (ii) a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the RTA if the Tenant uses or occupies, or allows use or occupation of, the Required Rental Unit in breach of any of the use and occupancy restrictions contained in this Agreement; and
 - (iii) a clause prohibiting the Tenant from subleasing the Required Rental Unit or assigning the Tenancy Agreement, without the prior written consent of the Owner.
- (g) Fixed Term – If the Tenancy Agreement is for a fixed term, the term of the Tenancy Agreement shall not exceed one year.
- (h) Sublease/Assignment - The Owner shall not permit a Required Rental Unit to be subleased or a Tenancy Agreement to be assigned, unless such subletting or assignment is done in compliance with this Agreement.
- (i) Tenant Non-Compliance - The Owner shall, in accordance with the RTA, terminate a Tenancy Agreement if the Tenant uses or occupies, or allows the use or occupation of, the Required Rental Unit in breach of any of the use and occupancy restrictions contained in this Agreement.
- (j) Compliance Declaration - Within 30 days following a request from the Director of Planning from time to time, the Owner shall, in respect of any or all Required Rental Units as specified in the request, deliver to the City a statutory declaration in the form attached as Schedule B or such other form as may be specified from time to time by the Director of Planning, sworn by the Owner or, if the Owner is a corporation, a director or officer of the Owner and containing all the information required to complete the statutory declaration.

- (k) City Inquiries - The Owner hereby irrevocably authorizes City to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient of the request for information from the City to provide such information to the City.
 - (l) Management and Inspection - The Owner shall furnish good and efficient management of the Required Rental Units and shall permit representatives of the City to inspect the Required Rental Units at all reasonable times, subject the notice provisions of the RTA. The Owner shall maintain the Required Rental Units so that they are at all times in a good condition and state of repair and fit for habitation and shall comply with all applicable laws and enactments, including those relating to health and safety. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Market Units and/or the Market Rental Units, including, if directed by the City, "public housing body" under the Residential Tenancy Regulation under the RTA.
11. **HILs Alternatives** - If the BC Housing ceases to publish housing income limits for the Abbotsford 'Planning Area', the City may designate an alternative area in respect of which BC Housing publishes such limits, or the City may designate a different publication or may publish its own housing income limits, and if the City makes any of the foregoing designations, the term "Housing Income Limits" under this Agreement will be deemed to reference the designated housing income limits.
- (c) **REGISTRATION AND NOTICE**
12. For clarity, the Owner acknowledges and agrees that:
- (a) This Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*; and
 - (b) the City may file a notice of this Agreement in the Land Title Office as notice against title to the Land as required by section 483 of the *Local Government Act* and may register this Agreement against title to the Lands as a covenant under section 219 of the *Land Title Act*.
- (d) **GENERAL**
13. **Strata Bylaws do not Affect Use and Occupancy Restrictions** – If the Lands are any building on the Lands are subdivided by deposit of a strata plan under the *Strata Property Act* (British Columbia):
- (a) no bylaw of the resulting strata corporation shall prevent, restrict or limit the

use of any of the Required Rental Units in a manner that prevents the rental of a Required Rental Unit in accordance with the requirements and restrictions under this Agreement; and

- (b) the resulting strata corporation shall not do anything that prevents the rental of a Required Rental Unit in accordance with the requirements and restrictions under this Agreement.
14. **Municipal Permits** – The Owner agrees that the City may withhold building permits and occupancy permits with respect to any building or other structure from time to time constructed or proposed to be constructed on the Lands, as the City may, in its sole discretion, consider necessary to ensure compliance with this Agreement.
15. **Indemnity** – As an integral part of this Agreement, pursuant to section 219(6)(a) of the *Land Title Act*, the Owner hereby indemnifies the City from and against any and all liability, actions, causes of action, claims, suits, proceedings, judgements, damages, expenses, demands and losses at any time suffered or incurred by, or brought against, the City, or any of its elected or appointed officials, officers, employees or agents, arising from or in connection with the granting or existence of this Agreement, the performance of any of the Owner's obligations under this Agreement, any breach of any provision under this Agreement or the enforcement by the City of this Agreement.
16. **Specific Relief** – The Owner agrees that the public interest in ensuring that all of the provisions of this Agreement are complied with strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.
17. **No Effect on Powers** – Nothing in this Agreement shall:
- (a) affect or limit the discretion, rights or powers of the City or the City's Approving Officer under any enactment or at common law, including in relation to the use, development or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use, development or subdivision of the Lands.
18. **City Discretion** – Where the City or a representative of the City is required or permitted under this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent:
- (a) the relevant provision shall not be considered fulfilled unless the approval, opinion, determination, consent or expression of satisfaction is in writing signed by the City or the representative, as the case may be;

- (b) the approval, opinion, determination, consent or satisfaction is in the sole discretion of the City or the representative, as the case may be; and
 - (c) the City or the representative, as the case may be, is under no public law duty of fairness or natural justice in that regard and the City or the representative may do any of those things in the same manner as if it were a private person and not a public body or employee or officer thereof.
- 19. **No Obligation to Enforce** – The rights given to the City under this Agreement are permissive only and nothing in this Agreement shall give rise to any legal duty of any kind on the City to anyone or obligate the City to enforce this Agreement or to perform any act or incur any expense.
- 20. **Agreement Runs with Lands** – This Agreement shall burden and run with Lands and each and every part into which the Lands may be subdivided by any means (including by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia)) and shall bind the successors in title to the Lands each and every person who from time to time acquires any interest in the Lands or any part thereof.
- 21. **Waiver** – No waiver by the City of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other requirement or breach or any continuing breach of this Agreement.
- 22. **Remedies** - No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination.
- 23. **Priority** – The Owner shall cause this Agreement to be registered in the applicable land title office against title to the Lands with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the City under which such holder postpones all of the holder's rights to those of the City under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.
- 24. **Modification** – This Agreement may not be modified except by an agreement or instrument in writing signed by the Owner or its successor in title and the City or a successor or assignee.
- 25. **Further Assurances** – The Owner shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this

Agreement.

26. **Owner's Expense** – The Owner shall perform its obligations under this Agreement at its own expense and without compensation from the City.
27. **Severance** – If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity or enforceability of the remainder of this Agreement.
28. **Interpretation** - In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
 - (c) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
 - (f) reference to a particular numbered section, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered section or lettered schedule of this Agreement;
 - (g) all Schedules to this Agreement form an integral part of this Agreement;
 - (h) time is of the essence; and
 - (i) where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including".
29. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
30. **Enurement** – This Agreement hereof shall enure to the benefit of the parties and their respective successors and assigns, as the case may be.
31. **Entire Agreement** – This Agreement is the entire agreement between the parties regarding its subject.

32. **Execution in Counterparts & Electronic Delivery** - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

Dated at Maple Ridge, BC, this _ of , 2019

1083144 B.C. Ltd.,

By its authorized signatory:



Name: Inderdeep Basi



Name: Talya Grewal

CITY OF MAPLE RIDGE

By its authorized signatory(s):

Mayor



2018 Housing Income Limits (HILs)

Housing Income Limits represent the income required to pay the average market rent for an appropriately sized unit in the private market. Average rents are derived from CMHC's annual Rental Market Survey, done in the fall and released in the spring. The size of unit required by a household is governed by federal/provincial occupancy standards.

Planning Area	Bach	1 Bdrm	2 Bdrm	3 Bdrm	4+ Bdrm
Lower Mainland					
Abbotsford	\$27,500	\$32,000	\$39,000	\$66,000	\$81,000
Chilliwack	\$24,000	\$29,500	\$39,000	\$47,500	\$58,500
Hope	\$24,500	\$27,000	\$33,000	\$39,500	\$48,500
Powell River	\$29,000	\$32,000	\$34,000	\$38,500	\$47,500
Squamish	\$44,000	\$48,000	\$52,000	\$66,500	\$81,500
Sunshine Coast	\$30,500	\$36,000	\$39,000	\$45,000	\$55,500
Vancouver	\$41,500	\$48,000	\$58,000	\$68,000	\$83,500
Non-Market Areas	\$64,500	\$74,000	\$83,000	\$88,500	\$94,800

Planning Area	Bach	1 Bdrm	2 Bdrm	3 Bdrm	4+ Bdrm
Southern BC					
Ashcroft/Cache Creek	\$24,000	\$25,500	\$30,000	\$36,500	\$42,500
Castlegar	\$26,500	\$28,500	\$33,500	\$40,500	\$47,000
Cranbrook	\$27,000	\$30,500	\$37,000	\$46,000	\$53,000
Creston	\$22,000	\$26,000	\$32,000	\$37,000	\$41,000
Elk Valley	\$29,000	\$31,000	\$34,500	\$46,000	\$53,000
Golden	\$25,500	\$28,000	\$35,000	\$41,000	\$47,500
Grand Forks	\$22,000	\$24,000	\$30,500	\$37,000	\$43,000
Kamloops	\$32,000	\$36,000	\$42,000	\$53,500	\$62,500
Kelowna	\$33,000	\$39,000	\$47,000	\$55,000	\$62,500
Kimberley	\$21,500	\$26,000	\$30,500	\$35,000	\$40,000
Merritt	\$25,000	\$27,000	\$32,000	\$39,000	\$45,000
Nelson	\$25,500	\$31,000	\$35,500	\$47,000	\$54,000
Oliver/Osoyoos	\$26,500	\$29,000	\$35,500	\$43,000	\$50,000
Penticton	\$28,500	\$33,000	\$40,000	\$54,000	\$61,500
Princeton	\$24,500	\$27,000	\$32,500	\$39,000	\$45,000
Revelstoke	\$35,500	\$39,000	\$41,500	\$45,500	\$52,500
Salmon Arm	\$24,500	\$31,000	\$38,000	\$46,000	\$52,500
Trail	\$24,000	\$26,000	\$31,500	\$41,500	\$48,000
Vernon	\$24,000	\$33,000	\$40,000	\$46,000	\$52,500
Non-Market Areas	\$48,900	\$56,000	\$65,000	\$70,500	\$75,500

Planning Area	Bach	1 Bdrm	2 Bdrm	3 Bdrm	4+ Bdrm
Vancouver Island					
Campbell River	\$27,600	\$33,000	\$38,200	\$55,100	\$67,700
Courtenay-Comox	\$23,900	\$31,000	\$38,600	\$47,800	\$58,800
Duncan-N. Cowichan	\$25,200	\$30,300	\$37,000	\$50,000	\$61,500
Nanaimo	\$29,600	\$34,400	\$41,200	\$52,300	\$64,300
Parksville-Qualicum	\$25,600	\$34,300	\$37,900	\$47,100	\$57,900
Port Alberni	\$26,100	\$29,200	\$35,500	\$41,800	\$49,000
Port Hardy	\$20,600	\$24,900	\$33,300	\$37,600	\$46,200
Victoria	\$34,500	\$39,800	\$51,700	\$74,300	\$84,500
Non-Market Areas	\$42,400	\$48,500	\$56,500	\$61,500	\$66,000

Planning Area	Bach	1 Bdrm	2 Bdrm	3 Bdrm	4+ Bdrm
Northern BC					
Chetwynd	\$34,500	\$37,000	\$43,500	\$47,500	\$54,500
Dawson Creek	\$31,000	\$36,500	\$50,000	\$57,500	\$66,000
Fort St. John*	\$33,000	\$39,000	\$49,000	\$61,500	\$70,500
Houston	\$22,000	\$23,500	\$28,000	\$33,500	\$38,500
Kitimat	\$35,000	\$37,500	\$47,000	\$51,500	\$59,000
Mackenzie	\$36,500	\$39,000	\$43,500	\$53,000	\$61,000
Prince George	\$26,000	\$31,000	\$37,000	\$42,500	\$48,362
Prince Rupert	\$25,500	\$32,000	\$39,000	\$41,000	\$47,000
Quesnel	\$21,000	\$28,000	\$31,500	\$35,500	\$41,000
Smithers	\$28,000	\$30,500	\$37,000	\$42,500	\$49,000
Terrace	\$27,500	\$34,500	\$42,500	\$48,000	\$55,500
Vanderhoof	\$27,000	\$29,500	\$33,500	\$40,500	\$47,000
Williams Lake	\$23,000	\$32,000	\$37,000	\$44,500	\$51,500
Non-Market Areas	\$46,700	\$53,500	\$62,000	\$68,000	\$72,500

Occupancy Standards:

1. There shall be no more than 2 or less than 1 person per bedroom.
2. Spouses and couples share a bedroom.
3. Parents do not share a bedroom with children.
4. Dependants aged 18 or more do not share a bedroom.
5. Dependants aged 5 or more of opposite sex do not share a bedroom.

Municipalities not on HILs Table*

Municipality	HILs Planning Area	Municipality	HILs Planning Area
100 Mile House	Williams Lake	McBride	Northern BC-Non-Market
Aldergrove	Vancouver	Mission	Abbotsford
Armstrong	Vernon	New Westminster	Vancouver
Barriere	Kamloops	North Vancouver	Vancouver
Burnaby	Vancouver	Port Alice	L. Mainland-Non-Market
Burns Lake	Northern BC-Non-Market	Pouce Coupe	Dawson Creek
Chase	Kamloops	Pemberton	L. Mainland-Non-Market
Chamainus	Duncan	Pender Island	Victoria
Clearbrook	Abbotsford	Pitt Meadows	Vancouver
Coquitlam	Vancouver	Port Coquitlam	Vancouver
Delta	Vancouver	Point Hardy	Port Hardy
Elkford	Elk Valley	Port Moody	Vancouver
Enderby	Salmon Arm	Qualicum	Parksville-Qualicum
Fernie	Elk Valley	Richmond	Vancouver
Fort St. James	Northern BC-Non-Market	Riondel	Southern BC-Non-Market
Galiano Island	Victoria	Salmo Rock	Southern BC-Non-Market
Gibsons	Sunshine Coast	Saanich	Victoria
Greenwood	Southern BC-Non-Market	Sardis	Chilliwack
Haney	Vancouver	Sechelt	Sunshine Coast
Hazelton	Smithers	Sidney	Victoria
Invermere	Southern BC-Non-Market	Sooke	Victoria
Keremeos	Southern BC-Non-Market	Sparwood	Elk Valley
Ladner	Vancouver	Saltspring Island	Victoria
Langley	Vancouver	Summerland	Penticton
Lake Cowichan	Northern BC-Non-Market	Surrey	Vancouver
Ladysmith	Nanaimo	Taylor	Fort St. John
Langford	Victoria	Westbank	Kelowna
Lillooet	Southern BC-Non-Market	West Vancouver	Vancouver
Lumby	Vernon	Whistler	Squamish
Maple Ridge	Vancouver	White Rock	Vancouver
Matsqui	Abbotsford	Winfield	Kelowna
Masset	Northern BC-Non-Market		

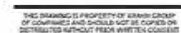
*Housing Income Limits (HILs) were previously called the Core Need Income Thresholds (CNITs)



SCALE	1/8" = 1'-0"
DRAWN	EG
CHECKED	WW
PROJECT NO.	10337
DRAWING NO.	

A2.1

THIS DRAWING IS PROPERTY OF KIEWIT GROUP OF COMPANIES AND SHOULD NOT BE COPIED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT





1 SOUTH ELEVATION

SCALE 1/8\"/>

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/1/11
2	ISSUED FOR PERMIT	10/1/11
3	ISSUED FOR PERMIT	10/1/11
4	ISSUED FOR PERMIT	10/1/11
5	ISSUED FOR PERMIT	10/1/11
6	ISSUED FOR PERMIT	10/1/11
7	ISSUED FOR PERMIT	10/1/11
8	ISSUED FOR PERMIT	10/1/11
9	ISSUED FOR PERMIT	10/1/11
10	ISSUED FOR PERMIT	10/1/11

SCALE



2 NORTH ELEVATION

SCALE 1/8\"/>

larry podhora/architect inc.
1000 10TH AVENUE, VANCOUVER, BC, CANADA

PROJECT NAME:
11775 + 11781 Burnett Street, Maple Ridge, BC

PROJECT ADDRESS:
11775 + 11781 Burnett Street, Maple Ridge, BC

DRAWING TITLE:
ELEVATIONS

SCALE	1/8\"/>
DRAWN	ED
CHECKED	BY
PROJECT NO.	11775
DRAWING NO.	

A4.1

THIS DRAWING IS PROPERTY OF KRAHN GROUP OF COMPANIES AND SHOULD NOT BE COPIED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT

APPENDIX F



1	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1
2	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1
3	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1
4	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1
5	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1
6	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1
7	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1
8	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1
9	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1
10	FOUNDATION	11775 + 11781 BURNETT STREET, MAPLE RIDGE, BC V2X 5G1

larry podhora|architect inc.

PROJECT NAME
11775 + 11781 Burnett Street, Maple Ridge, BC

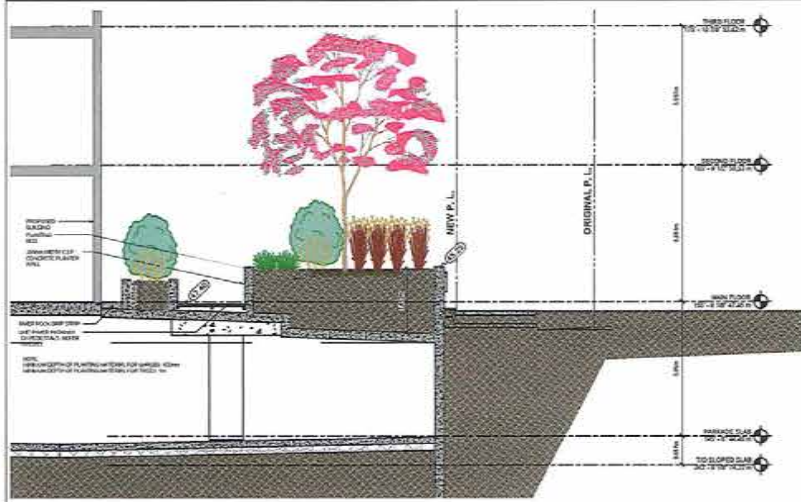
PROJECT ADDRESS
11775 + 11781 Burnett Street, Maple Ridge, BC

DRAWING TITLE
ELEVATIONS

SCALE 1/8" = 1'-0"
DATE 01/01/2011
CHECKED 01/01/2011
PROJECT NO. 11775 + 11781
DRAWING NO. 11775 + 11781

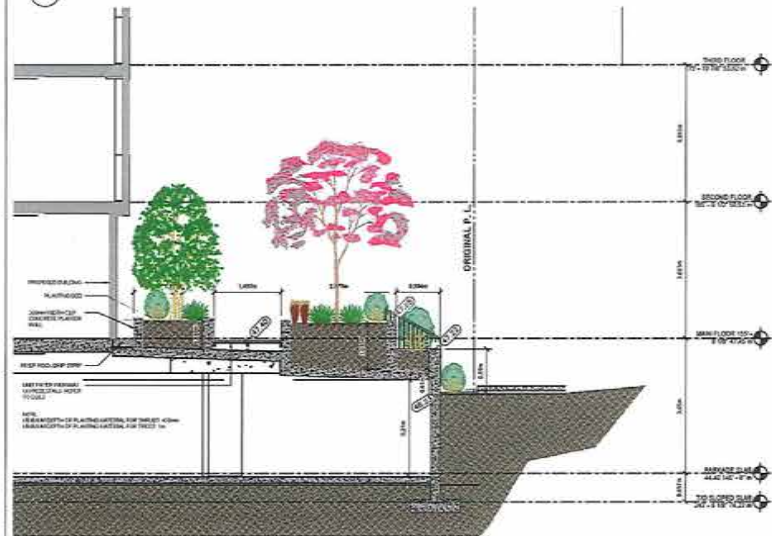
A4.2

THIS DRAWING IS PROPERTY OF KRAHN GROUP OF COMPANIES AND SHOULD NOT BE COPIED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT



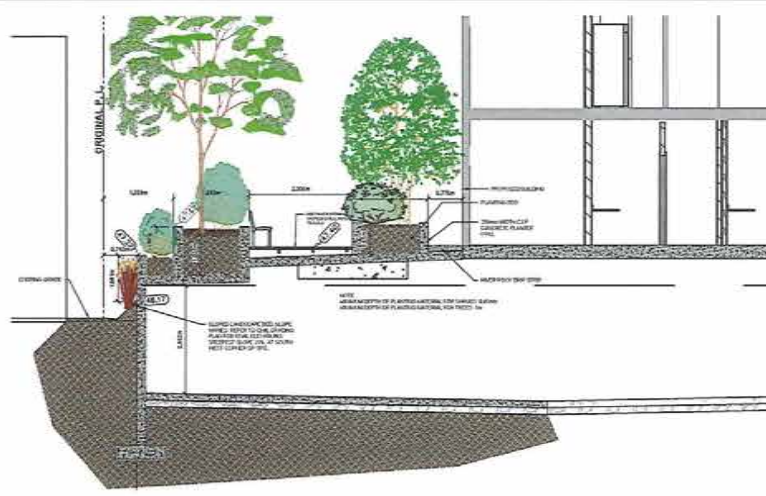
S1 SECTION 1

1:20



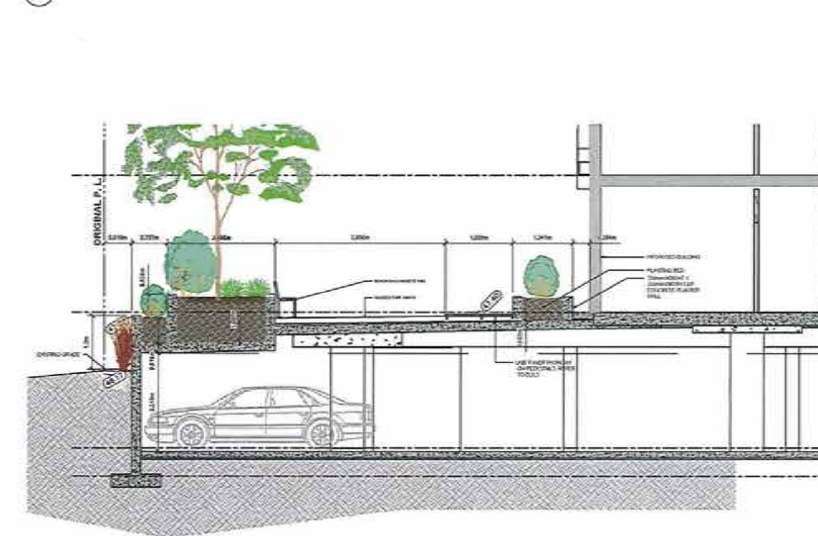
S2 SECTION 2

1:20



S3 SECTION 3

1:40



S4 SECTION 4

1:20

1	2019/06	ISSUED FOR AWP
2	2019/06	ISSUED FOR DP
3	2019/06	ISSUED FOR DP
4	2019/06	ISSUED FOR DP
5	2019/07	ISSUED FOR DP
6	2019/07	ISSUED FOR REVIEW
7	2019/08	ISSUED FOR REVIEW
8	2019/08	ISSUED FOR REVIEW
9	2019/08	ISSUED FOR REVIEW
10	2019/08	ISSUED FOR REVIEW

DATE:	2019/06
DESIGN:	JP
CLIENT:	KT
PROJECT NO.:	11777
DATE:	2019/06

larry podhora / architecture inc

160347-A

April 16, 2019

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

Attention: Adrian Kopystynski

Re: ADP Architectural response (2017-035-DP) 11785 & 11781 Burnett Street.

Below are the Architectural responses to the Advisory Design Panel comments dated January 22, 2019.

ADP Architectural Comments:

1. Pedestrian environment and safety.

- **Redesign the entry to incorporate CPTED, bike parking, appropriate access, lighting, and prominence of lobby**

The pedestrian interface on the east side of the building was redesigned to better incorporate CPTED, bike parking, appropriate access, lighting and prominence of the lobby main entrance.

- **Improve weather protection on upper level patios**

Roof projections were added above the upper level patios, offering improved weather protection.

2. Form and character enhancement

- **Provide additional accent colours to brighten the palette.**

Accent colours were added to the exterior elevations.

- **Show consistency in representation of all window framing through colour and position.**

The window frame colours and positions were adjusted to provide consistency.

larry podhora / architecture inc

- **Review and ensure all material returns on all elevations are consistent.**

Material returns are now consistent.

- **Indicate projection of the elevator shaft in elevations.**

The elevator is now visible on the elevations.

3. Layout and overlook considerations

- **Confirm usability of the south east corner units respecting the balcony entrance door and dimension of the space.**

The balconies were revised to make them more useable.

- **Relocate the garbage and recycling room to a more central and convenient location.**

The garbage and recycling room were relocated to a more central location adjacent to the overhead underground entrance door.

- **Consider improvement to the concrete finish of the ramp as it is highly exposed (overlook).**

The underground ramp surface will have a herringbone grooved pattern. Planters were added to the pedestrian sides of the underground ramp walls, to remove/minimize a direct, overlooking view of the ramp.

Should you require further information, please do not hesitate to contact the undersigned.

Yours truly,



Larry Podhora, Architect AIBC, MRAIC

1952 brackman way, north saanich, b.c., v9l 0c2



August 21, 2017

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

Attention: Chee Chan

Dear Mr. Chan:

Re: **File #:** 2017-235-RZ
 Legal: Lot A and Lot B, Section 17, Township 12, NWP22876
 Location: 11775 and 11781 Burnett Street
 From: RS-1 (One Family Urban Residential)
 To: RM-2 (Medium Density Apartment Residential)

The proposed application would affect the student population for the catchment areas currently served by Golden Ears Elementary and Thomas Haney Secondary School.

Golden Ears Elementary has an operating capacity of 526 students. For the 2016-17 school year the student enrolment at Glenwood Elementary was 484 students (93% utilization) including 154 students from out of catchment.

Thomas Haney Secondary School has an operating capacity of 1200 students. For the 2016-17 school year the student enrolment at Thomas Haney Secondary School was 1144 students (95% utilization) including 707 students from out of catchment.

Sincerely,


Flavia Coughlan
Secretary Treasurer

The Board of Education of School District No. 42 (Maple Ridge – Pitt Meadows)

cc: Rick Delorme
 David Vandergugten

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

MEETING DATE: July 16, 2019
FILE NO: 2019-168-DVP
MEETING: C o W

SUBJECT: Development Variance Permit
23988 Dewdney Trunk Road

EXECUTIVE SUMMARY:

Development Variance Permit application (2019-168-VP) has been received in response to a commercial development plan involving three properties in the vicinity of the southwest corner of 240th Street and Dewdney Trunk Road. Each commercial property has developed independently, but have shared access arrangements that benefit all 3 parcels. The properties involved include the Outpost Liquor Store (23988 Dewdney Trunk Road), Tim Hortons (11951 240th Street), and the multi-unit retail development currently under construction (11939 240th Street). The property owners wish to create a more unified streetscape with the commercial signage. They consider the proposed third party sign would further integrate the site. The requested variance is to:

1. Permit third party signs on the subject property limited to the businesses on adjacent parcels on 240th Street.

It is recommended that Development Variance Permit 2019-168-DVP be approved.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2019-168-DVP respecting property located at 23988 Dewdney Trunk Road.

DISCUSSION:

a) Background Context

Applicant: Platform Properties Ltd.

Legal Description: Lot: B, Section: 16, Township: 12, Plan: NWP7528

OCP :

Existing: COMM (Commercial)
Proposed: COMM (Commercial)

Zoning:

Existing: CS-1 (Service Commercial)
Proposed: CS-1 (Service Commercial)

Surrounding Uses:

North:	Use:	Shopping Centre
	Zone:	C-2 Community Commercial
	Designation	Commercial

South:	Use:	Tim Hortons
	Zone:	C-2 Community Commercial
	Designation:	Commercial
East:	Use:	Vacant
	Zone:	RS-3 One Family Rural Residential
	Designation:	Agricultural
West:	Use:	Urban Residential
	Zone:	RS-1b One Family Urban Residential
	Designation:	Urban Residential
Existing Use of Property:		Liquor Store
Proposed Use of Property:		No Change
Site Area:		0.219 Ha (0.5 acres)
Access:		Dewdney Trunk Road
Servicing:		Urban Servicing

b) Project Description:

Third party signs are described in the sign bylaw as:

a sign which directs attention to a business, commodity, service or entertainment, not exclusively related to the premises at which the sign is located or to a business, commodity, service or entertainment which is conducted, sold, or offered elsewhere than on the premises at which the sign is located.

Third party signs are prohibited in the sign bylaw.

The subject property is at the northern edge of a developing commercial context, consisting of 3 separate parcels. The property owners are striving to create a unified commercial development, with cross access agreements to improve circulation through the access and egress areas. This variance application is to allow third party signage, identifying all pertinent businesses at the most strategic location of the site, at the southwest corner of Dewdney Trunk Road and 240th Street.

c) Variance Analysis:

Municipal Bylaws establish regulations for development. A Development Variance Permit allows Council some flexibility in the approval process.

The requested variance and rationale for support are described below.

1. *Maple Ridge Sign Bylaw No 4653 -1992, Section 7, Prohibited Signs, Subsection 7.1, Types of Prohibited Signs, j) third party signs.*

To vary this prohibition on third party signs for the subject property at 23988 Dewdney Trunk Road in order for signage to also identify off-site businesses, limited to the properties at 11951 and 11939 240th Street.

The subject property is the northernmost of 3 commercial lots that have either been developed or are in the process of developing. This variance request is supportable due to the integrated commercial context, which is intended to present as a unified commercial development. This cohesion will be enhanced by the prominent sign at the corner of Dewdney and 240th Street. As this

development appears as one commercial development, the intent of the Sign Bylaw is met, even though the properties involved are separate parcels.


d) Citizen/Customer Implications:

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

CONCLUSION:

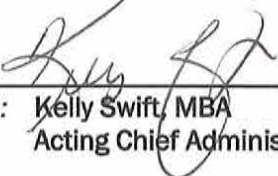
The proposed variance is supported because this request retains the intent of the sign bylaw to prohibit off-site third party signs, as this commercial development is intended to function as a unified commercial centre. The integrated signage will inform pedestrians and drivers, thus improving traffic safety on this commercial site.

It is therefore recommended that this application be favourably considered and the Corporate Officer be authorized to sign and seal Development Variance Permit 2019-168-DVP.


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


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


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


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

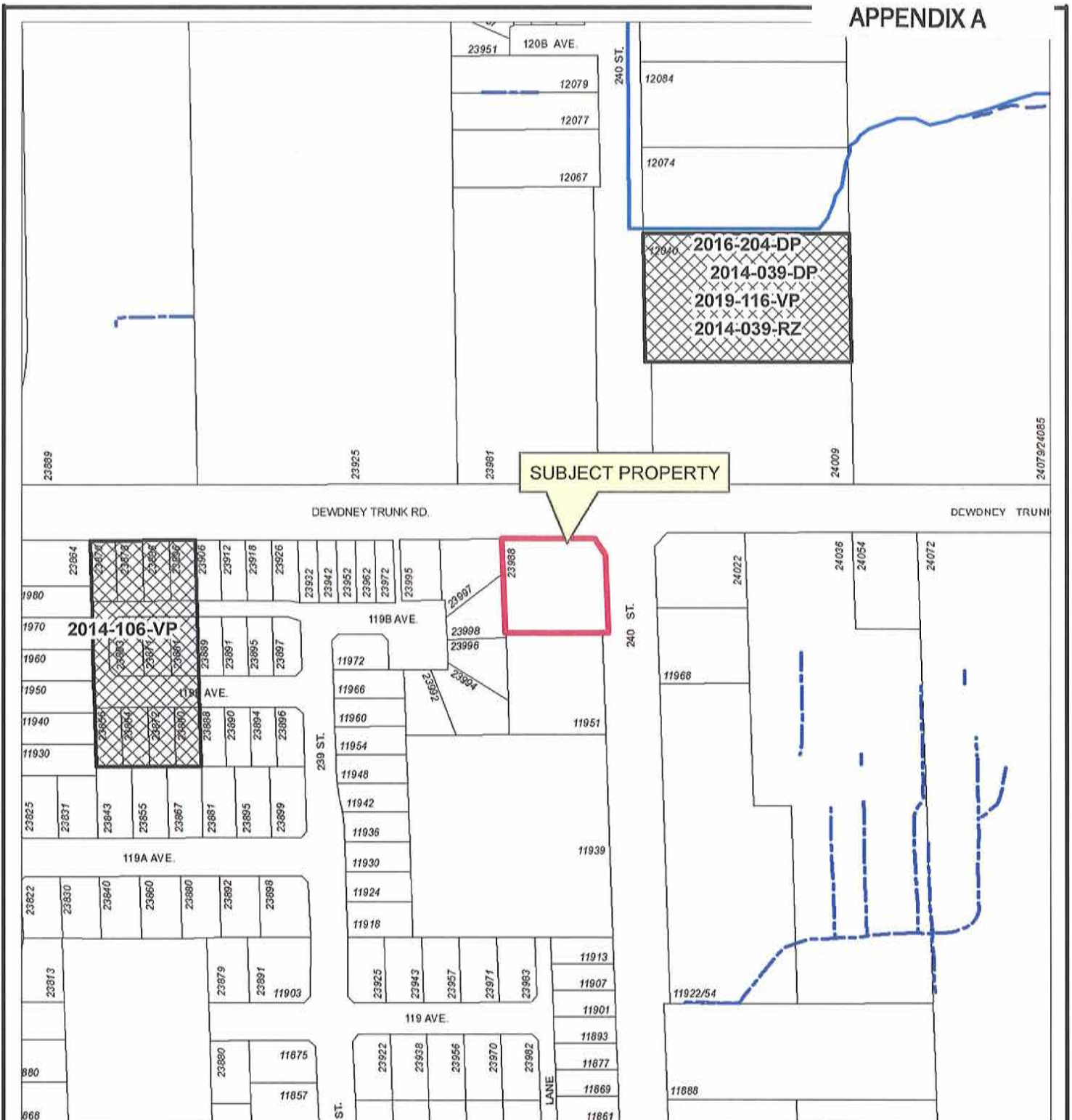
The following appendices are attached hereto:

Appendix A – Subject Map

Appendix B – Ortho Map

Appendix C - Information provided by the Applicant

APPENDIX A



Legend

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

23988 DEWDNEY TRUNK ROAD
P.I.D. 011-255-081

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2019-168-VP

DATE: May 13, 2019

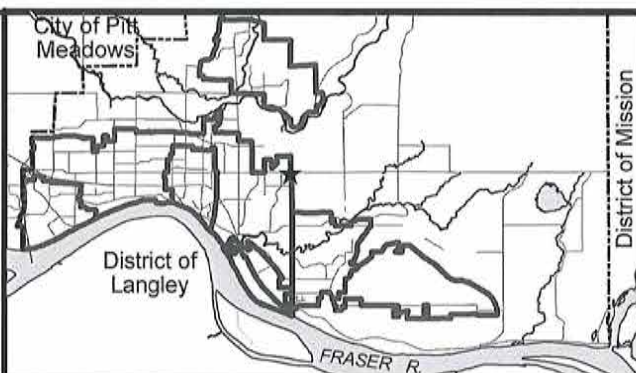
BY: PC



Scale: 1:2,500



Scale: 1:2,500



23988 DEWDNEY TRUNK ROAD
P.I.D. 011-255-081

PLANNING DEPARTMENT



British Columbia

mapleridge.ca

FILE: 2019-168-VP

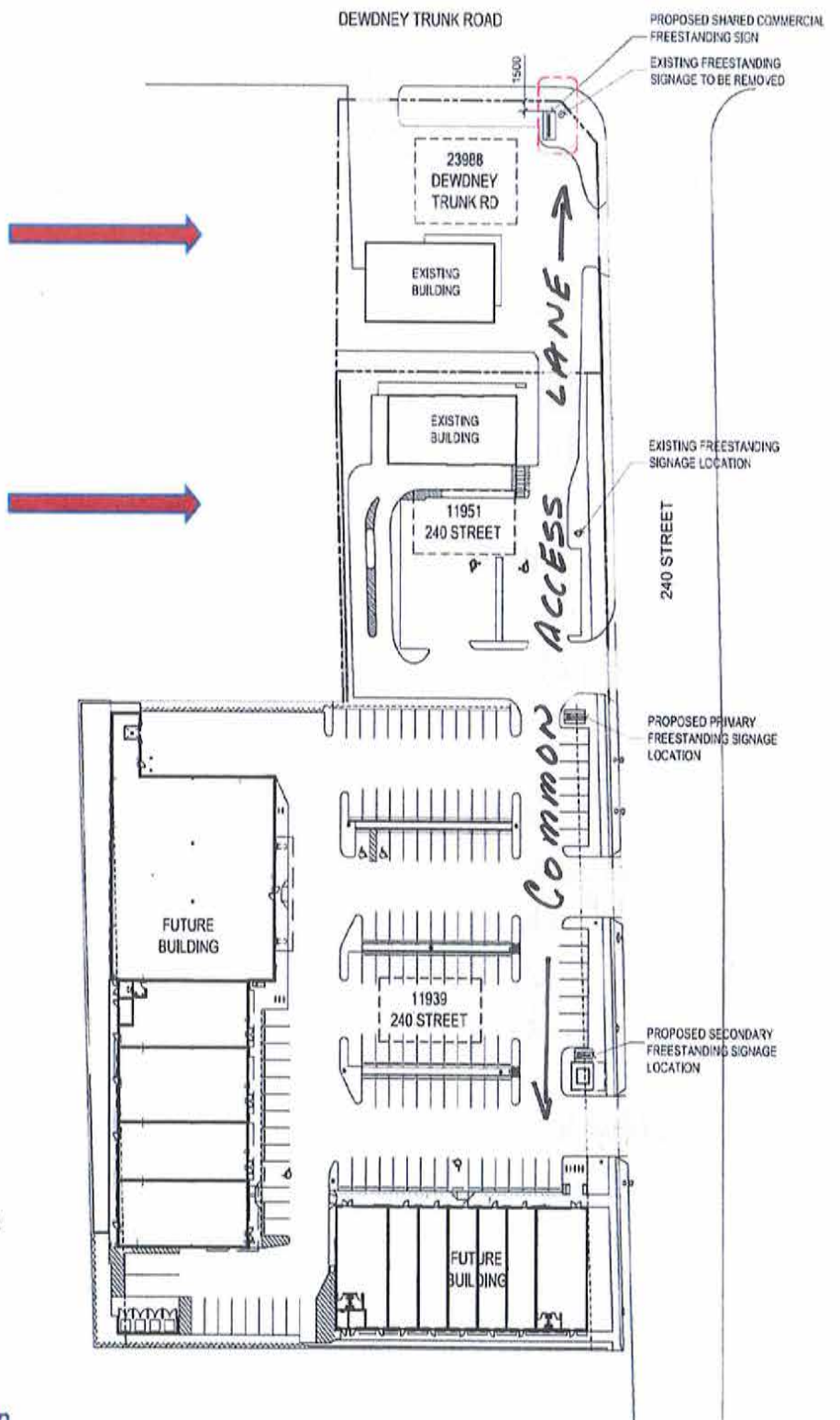
DATE: May 13, 2019

BY: PC

Existing Liquor Store

Existing Tim Hortons

Approved Anchored
Commercial Retail



City of Maple Ridge

TO:	His Worship Mayor Michael Morden and Members of Council	MEETING DATE:	July 16, 2019
FROM:	Chief Administrative Officer	FILE NO:	2019-078-DP
		MEETING:	C o W
SUBJECT:	Development Permit 300 - 20201 Lougheed Highway		

EXECUTIVE SUMMARY:

An application was received by the City to allow for the rebranding of a portion of the former Safeway grocery store located at 300 - 20201 Lougheed Highway into a Freshco grocery store. The property is zoned CD-2-98 (Service Commercial, Grocery Store, Financial Inst.). There will be signage changes to the gas bar coordinated with the rebranding. Apart from the reduction of the existing grocery store into a slightly smaller format with an internal demising wall, no other buildings on the site are being affected.

For the former Safeway building, there are no physical changes apart from exterior alterations in some finishes, colours and signage to reflect the rebranded grocery store. To provide continuity for pharmacy customers, a temporary buildings will be placed on site in accordance with Building Department permit practices and is not subject to this development permit application. Because the work associated with the rebranding is \$25,000 or more in value, a development permit is required.

There are no changes in use impacting parking or loading areas and the landscaping is being retained as is. Therefore, this submission focuses on the requested exterior changes to the building facade facing the parking area necessary for the rebranding. There are no changes to the current site plan respecting circulation or existing access to and from Lougheed Highway or Dewdney Trunk Road to the site.

RECOMMENDATION:

That the Corporate Officer be authorized to sign and seal 2019-078-DP respecting property located at 300 - 20201 Lougheed Highway.

DISCUSSION:

a) Background Context:

Applicant:	Kasian Architecture (Scott Douglas)
Legal Description:	Lot A, District Lot 222, LMP40440
OCP:	
Existing:	Commercial
Zoning:	
Existing:	CD-2-98 (Service Commercial, Grocery Store, Financial Institutional.)

Surrounding Uses

North:	Use:	Residential and Institutional
	Zone:	RS-1 (One Family Urban Residential), RS-1b (One Family Urban (Medium Density) Residential) and P-4 (Place of Worship Institutional)
	Designation:	Residential and Institutional
South:	Use:	Commercial and Service Commercial
	Zone:	C-2 (Community Commercial) and CS-1 (Service Commercial)
	Designation:	Commercial
East:	Use:	Service Commercial and Commercial Storage
	Zone:	CS-1 (Service Commercial), CS-2 (Service Station Commercial) and M-1 (Service Industrial)
	Designation:	Commercial
West:	Use:	Commercial
	Zone:	CD-2-98 (Service Commercial, Grocery Store, Financial Institutional)
	Designation:	Commercial
Existing Use of Property:		Commercial
Proposed Use of Property:		Commercial
Site Area:		2.731 Ha. (6.75 Acres)
Access:		Lougheed Highway and Dewdney Trunk Road
Servicing:		Urban

b) Project Description:

An application was received by the City to allow for the rebranding of a portion of the former Safeway grocery store located at 300 - 20201 Lougheed Highway into a Freshco grocery store. The property is zoned CD-2-98 (Service Commercial, Grocery Store, Financial Inst.). There will be signage changes to the gas bar coordinated with the rebranding. Apart from the reduction of the existing grocery store into a slightly smaller format with an internal demising wall, no other buildings on the site are being affected.

c) Planning Analysis:

The commercial nature of the site is maintained and the proposal complies with applicable OCP Commercial Area Guidelines respecting the exterior alterations to existing commercial buildings. The existing pedestrian circulation sidewalks, crosswalks, speed control (speed bumps) and lighting are retained to maintain safety and security of customers and employees.

d) Advisory Design Panel:

The proposal was submitted, reviews and accepted by the Advisory Design Panel on June 19, 2019. The following resolution was made:

That the File No. 2019-078-DP be supported as presented and the applicant proceed to Council for approval.

e) Financial Implications:

No security is required as the landscaping on the site has been installed as part of the original development and is fully matured.

CONCLUSION:

This application is for exterior changes to allow for the existing Safeway grocery store to become a Fresco grocery store. The proposal was reviewed and accepted by the Advisory Design Panel in keeping with Council's OCP Commercial Development Permit Area Guidelines. Issuance of development permit for 300 - 20201 Lougheed Highway by Council is in order for this proposal.



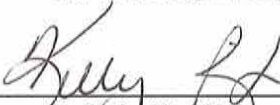
Prepared by: **Adrian Kopystynski, MCIP, RPP, MCAHP**
Planner



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



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

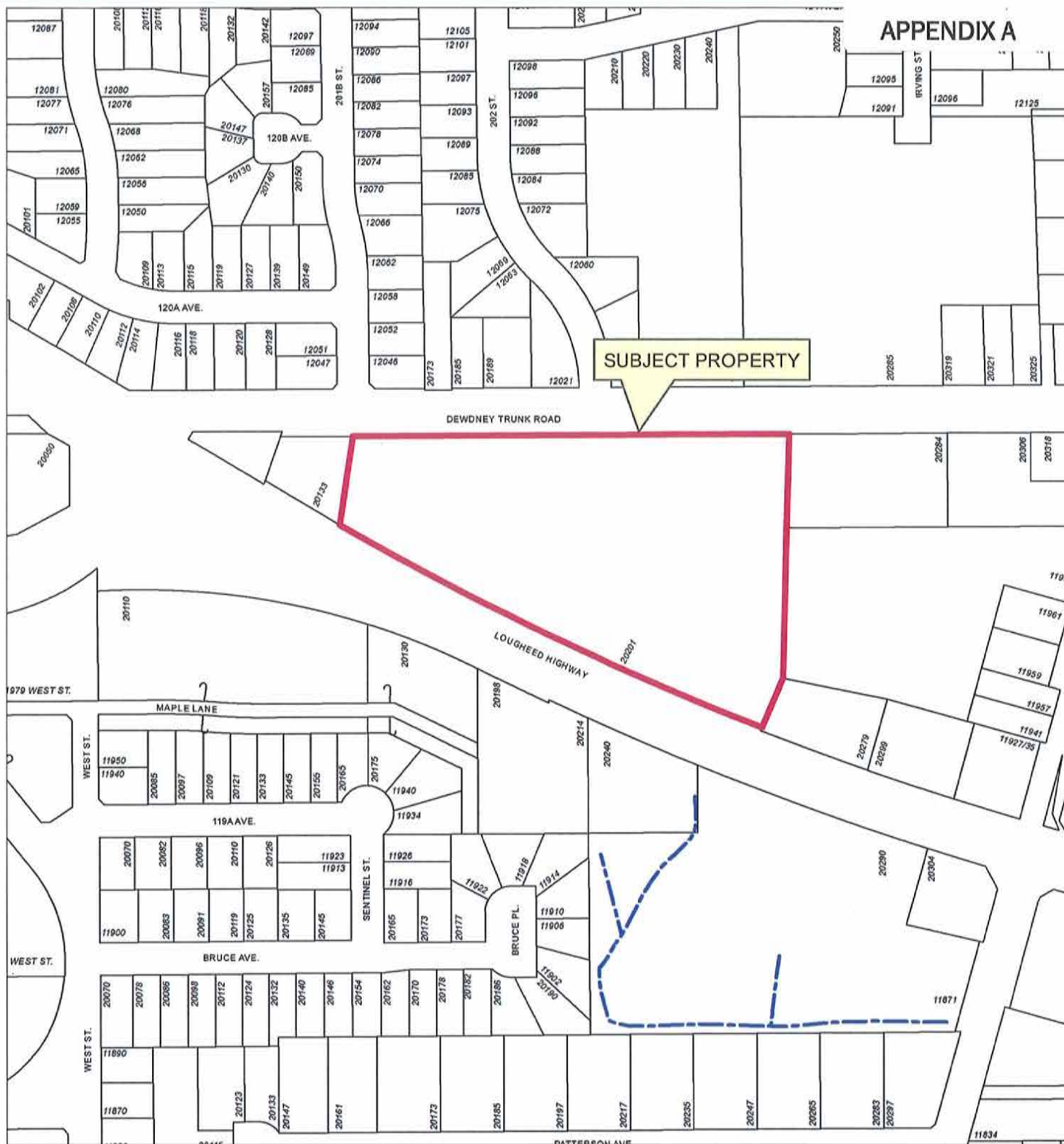


Concurrence: **Kelly Swift, MBA**
Acting Chief Administrative Officer

The following appendices are attached hereto:

- Appendix A – Site Plan
- Appendix B – Ortho Plan
- Appendix C – Site Plan and Elevations

APPENDIX A



Scale: 1:3,000

Legend

— — — Ditch Centreline

20201 LOUGHEED HWY
PID 024-348-902

PLANNING DEPARTMENT



MAPLE RIDGE

British Columbia

mapleridge.ca

FILE: 2019-078-DP

DATE: Mar 7, 2019

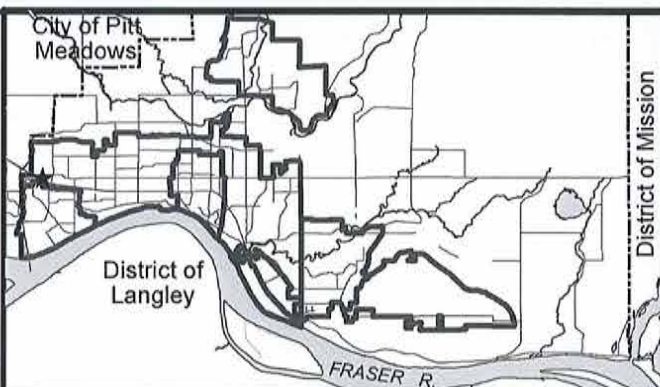
BY: MC



Aerial Imagery from the Spring of 2018



Scale: 1:3,000



20201 LOUGHEED HWY
PID 024-348-902

PLANNING DEPARTMENT



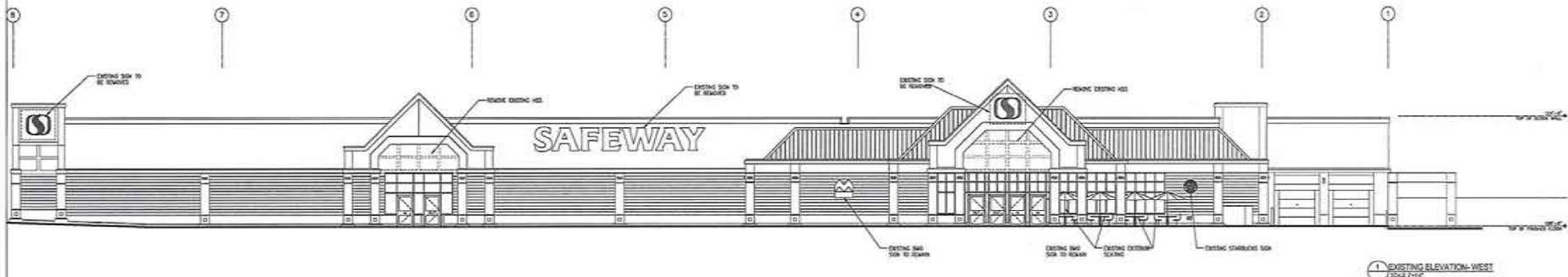
MAPLE RIDGE

British Columbia

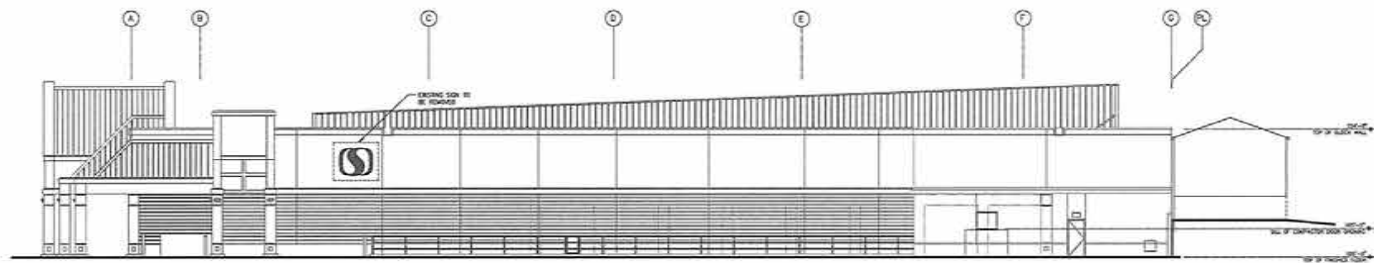
mapleridge.ca

FILE: 2019-078-DP
DATE: Mar 7, 2019

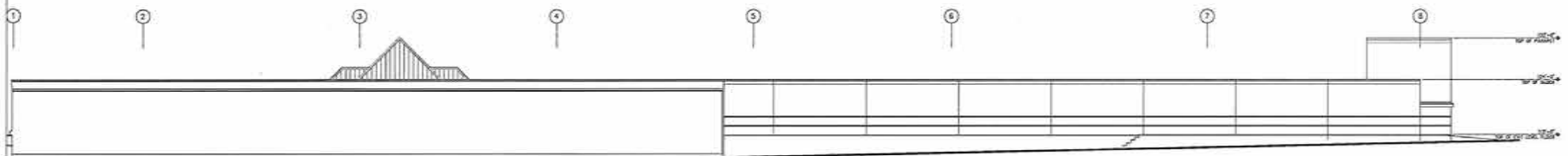
BY: MC



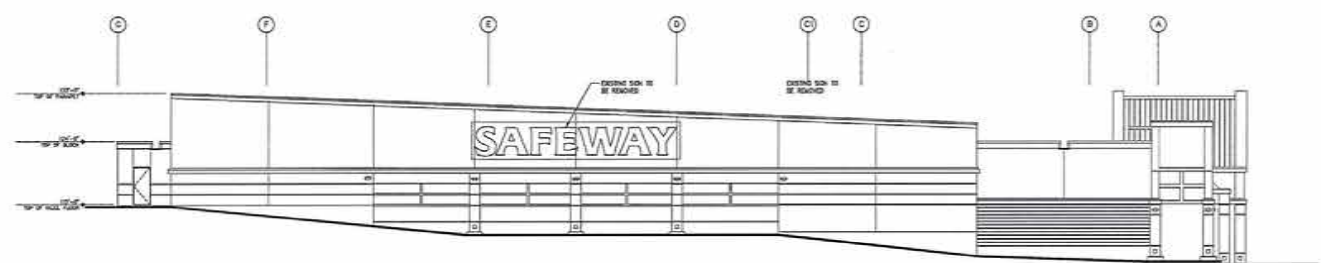
1 EXISTING ELEVATION-WEST
SCALE 1/4"=1'-0"



2 EXISTING ELEVATION-SOUTH
SCALE 1/4"=1'-0"



3 EXISTING ELEVATION-EAST
SCALE 1/4"=1'-0"



4 EXISTING ELEVATION-NORTH
SCALE 1/4"=1'-0"

REV	DESCRIPTION	DATE
001	ISSUED FOR PERMIT	01/15/2019



kasian
Kasian Architecture
Interior Design
and Planning Ltd.
Burlington, ON

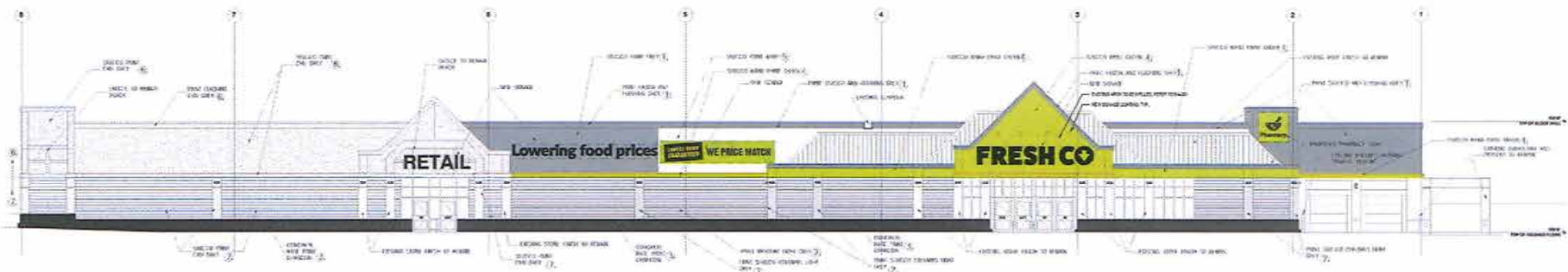
sobeyr
Burlington, ON

PROJECT
RENOVATION 55,819 S.F.
FRESH CO.
MAPLE RIDGE
20011 Lougheed Highway, Maple Ridge,
BC, Canada

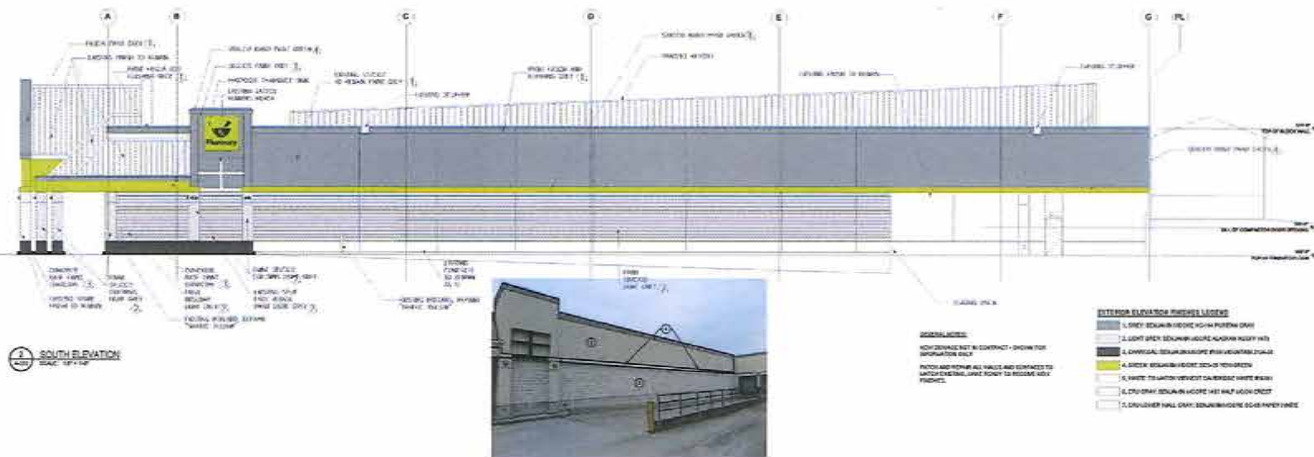
EXISTING ELEVATIONS

DATE	DESIGNER	APPROVED
01/15/2019	AS	AS
01/15/2019	01/15/2019	01/15/2019
01/15/2019	01/15/2019	01/15/2019
01/15/2019	01/15/2019	01/15/2019

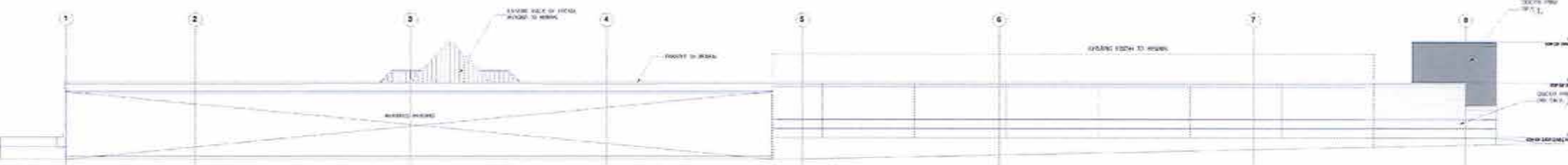
DP-07 -



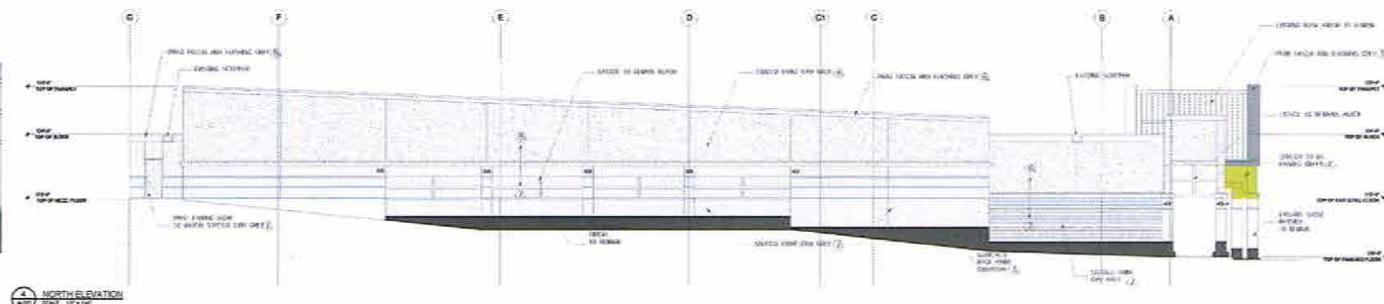
1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION
SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

REV.	DESCRIPTION	DATE
001	ISSUED FOR PERMIT	01/15/14
002	ISSUED FOR PERMIT	01/15/14
003	ISSUED FOR PERMIT	01/15/14
004	ISSUED FOR PERMIT	01/15/14
005	ISSUED FOR PERMIT	01/15/14
006	ISSUED FOR PERMIT	01/15/14
007	ISSUED FOR PERMIT	01/15/14
008	ISSUED FOR PERMIT	01/15/14
009	ISSUED FOR PERMIT	01/15/14
010	ISSUED FOR PERMIT	01/15/14
011	ISSUED FOR PERMIT	01/15/14
012	ISSUED FOR PERMIT	01/15/14
013	ISSUED FOR PERMIT	01/15/14
014	ISSUED FOR PERMIT	01/15/14
015	ISSUED FOR PERMIT	01/15/14
016	ISSUED FOR PERMIT	01/15/14
017	ISSUED FOR PERMIT	01/15/14
018	ISSUED FOR PERMIT	01/15/14
019	ISSUED FOR PERMIT	01/15/14
020	ISSUED FOR PERMIT	01/15/14
021	ISSUED FOR PERMIT	01/15/14
022	ISSUED FOR PERMIT	01/15/14
023	ISSUED FOR PERMIT	01/15/14
024	ISSUED FOR PERMIT	01/15/14
025	ISSUED FOR PERMIT	01/15/14
026	ISSUED FOR PERMIT	01/15/14
027	ISSUED FOR PERMIT	01/15/14
028	ISSUED FOR PERMIT	01/15/14
029	ISSUED FOR PERMIT	01/15/14
030	ISSUED FOR PERMIT	01/15/14
031	ISSUED FOR PERMIT	01/15/14
032	ISSUED FOR PERMIT	01/15/14
033	ISSUED FOR PERMIT	01/15/14
034	ISSUED FOR PERMIT	01/15/14
035	ISSUED FOR PERMIT	01/15/14
036	ISSUED FOR PERMIT	01/15/14
037	ISSUED FOR PERMIT	01/15/14
038	ISSUED FOR PERMIT	01/15/14
039	ISSUED FOR PERMIT	01/15/14
040	ISSUED FOR PERMIT	01/15/14
041	ISSUED FOR PERMIT	01/15/14
042	ISSUED FOR PERMIT	01/15/14
043	ISSUED FOR PERMIT	01/15/14
044	ISSUED FOR PERMIT	01/15/14
045	ISSUED FOR PERMIT	01/15/14
046	ISSUED FOR PERMIT	01/15/14
047	ISSUED FOR PERMIT	01/15/14
048	ISSUED FOR PERMIT	01/15/14
049	ISSUED FOR PERMIT	01/15/14
050	ISSUED FOR PERMIT	01/15/14
051	ISSUED FOR PERMIT	01/15/14
052	ISSUED FOR PERMIT	01/15/14
053	ISSUED FOR PERMIT	01/15/14
054	ISSUED FOR PERMIT	01/15/14
055	ISSUED FOR PERMIT	01/15/14
056	ISSUED FOR PERMIT	01/15/14
057	ISSUED FOR PERMIT	01/15/14
058	ISSUED FOR PERMIT	01/15/14
059	ISSUED FOR PERMIT	01/15/14
060	ISSUED FOR PERMIT	01/15/14
061	ISSUED FOR PERMIT	01/15/14
062	ISSUED FOR PERMIT	01/15/14
063	ISSUED FOR PERMIT	01/15/14
064	ISSUED FOR PERMIT	01/15/14
065	ISSUED FOR PERMIT	01/15/14
066	ISSUED FOR PERMIT	01/15/14
067	ISSUED FOR PERMIT	01/15/14
068	ISSUED FOR PERMIT	01/15/14
069	ISSUED FOR PERMIT	01/15/14
070	ISSUED FOR PERMIT	01/15/14
071	ISSUED FOR PERMIT	01/15/14
072	ISSUED FOR PERMIT	01/15/14
073	ISSUED FOR PERMIT	01/15/14
074	ISSUED FOR PERMIT	01/15/14
075	ISSUED FOR PERMIT	01/15/14
076	ISSUED FOR PERMIT	01/15/14
077	ISSUED FOR PERMIT	01/15/14
078	ISSUED FOR PERMIT	01/15/14
079	ISSUED FOR PERMIT	01/15/14
080	ISSUED FOR PERMIT	01/15/14
081	ISSUED FOR PERMIT	01/15/14
082	ISSUED FOR PERMIT	01/15/14
083	ISSUED FOR PERMIT	01/15/14
084	ISSUED FOR PERMIT	01/15/14
085	ISSUED FOR PERMIT	01/15/14
086	ISSUED FOR PERMIT	01/15/14
087	ISSUED FOR PERMIT	01/15/14
088	ISSUED FOR PERMIT	01/15/14
089	ISSUED FOR PERMIT	01/15/14
090	ISSUED FOR PERMIT	01/15/14
091	ISSUED FOR PERMIT	01/15/14
092	ISSUED FOR PERMIT	01/15/14
093	ISSUED FOR PERMIT	01/15/14
094	ISSUED FOR PERMIT	01/15/14
095	ISSUED FOR PERMIT	01/15/14
096	ISSUED FOR PERMIT	01/15/14
097	ISSUED FOR PERMIT	01/15/14
098	ISSUED FOR PERMIT	01/15/14
099	ISSUED FOR PERMIT	01/15/14
100	ISSUED FOR PERMIT	01/15/14

KASIAN
Kasian Architecture
Interior Design
and Planning Ltd.
1000 Highway 104
Unit 100
Maple Ridge, BC V2X 6L1
Tel: 604.461.1111
Fax: 604.461.1112
www.kasian.ca

Sobey's
Sobey's Inc.
1000 Highway 104
Unit 100
Maple Ridge, BC V2X 6L1
Tel: 604.461.1111
Fax: 604.461.1112
www.sobey.ca

PROJECT:
RENOVATION 55,248 S.F.
FRESH CO.
MAPLE RIDGE
2021 Lougheed Highway, Maple Ridge, B.C.
V2X 6L1

EXTERIOR ELEVATIONS
DATE: 01/15/14
DRAWN: JH
CHECKED: JH
APPROVED: JH
PROJECT NO: 1000
SHEET NO: A-202
OF 202

TO: His Worship Mayor Michael Morden MEETING DATE: July 16, 2019
and Members of Council FILE NO: 09-3900-20
FROM: Chief Administrative Officer MEETING: COW
SUBJECT: Maple Ridge Highway and Traffic Amending Bylaw No. 7566-2019

EXECUTIVE SUMMARY:

The 2009 amendment to the City's Highway and Traffic Bylaw permitted bicycles, roller skates, skateboards and other means of transportation to utilize sidewalks, footpaths and walkways. The previous Council asked the Active Transportation Advisory Committee (ATAC) to review the practice of permitting bicycles on sidewalks in Town Centre streets and reduction in the posted speed limit in the Town Centre.

The British Columbia Motor Vehicle Act states that bicycling on sidewalks is not allowed unless the municipality has a bylaw that permits bicycling on sidewalks, which is the case in Maple Ridge. ATAC formed a sub-committee and recommended banning bicycles riding on sidewalks to reduce the chances of pedestrian and bicyclist collisions along four specific corridors, namely Dewdney Trunk Road from 222 Street to 227 Street; Lougheed Highway from 222 Street to 227 Street; 224 Street from North Avenue to 122 Avenue and Edge Street from McIntosh Avenue to Dewdney Trunk Road. Council may elect to extend banning bicycles throughout the City rather than the four noted corridors.

On the issue of speed reduction in the Town Centre, ATAC's recommendation to Council was to implement 50km/h to 30km/h on 224 Street between Lougheed Highway and Dewdney Trunk Road. The observed 85th percentile vehicle speed was 34.6 km/h during business hours on this section of 224 Street and therefore implementation of the speed limit change would be relatively simple. Also, the deduction in the speed would be supportive of the banning bicycles on sidewalks in the Town Centre.

Another minor amendment required to the Highway and Traffic Bylaw is to address TransLink's request that individual municipalities review their respective bylaws to determine whether they are consistent with the most recent version of the BC Commercial Transport Regulations (CTR) regarding Vehicle Size and Weight.

Provincial vehicle weights and dimensions requirements in the CTR were agreed upon as a suitable benchmark for harmonization in the region. In addition, it was decided that the provincial regulations should be adopted as amended from time to time to ensure that municipal bylaws would continue to align between the region and the remainder of the Province and country as standards and requirements evolve over time.

This report recommends amendments to the Highway and Traffic bylaw to eliminate bicycles on sidewalks in the Town Centre speed reduction on 224 Street as well as minor text amendment to harmonize truck weights and dimensions in accordance with the BC Commercial Transport Regulations as amended from time to time.

RECOMMENDATION:

That the Maple Ridge Highway and Traffic Amending Bylaw No. 7566-2019 be given first, second and third reading.

DISCUSSION:

a) Background Context:

Since the current Highway and Traffic Bylaw No. 6704-2009 was adopted to allow bicycles to ride on sidewalks, the City of Maple Ridge has seen rapid growth and densification of the Town Centre. Pedestrians using the Town Centre sidewalks include the elderly with mobility constraints and customers exiting from businesses that have to look out for unexpected bicyclists.

A ban on bicycling on sidewalks was considered on four specific town-center corridors, namely Dewdney Trunk Road from 222 Street to 227 Street; Lougheed Highway from 222 Street to 227 Street; 224 Street from North Avenue to 122 Avenue and Edge Street from McIntosh Avenue to Dewdney Trunk Road.

Should Council support the recommendation to restrict bicycles on sidewalks on the above-noted corridors then it is recommended that appropriate signage be erected along the four corridors to indicate that bicycling is not permitted on the sidewalks. In addition, pavement markings could be painted on the sidewalks themselves for further notification.

Enforcement would be a key component for success of this initiative and anticipating Council support the proposed revision, staff have initiated discussions with the local RCMP Traffic Services Division to ensure they are aware of the changes to the bylaw. Previously, RCMP members noted the likelihood of securing a conviction on a charge of riding on sidewalks without due care and attention is extremely low – approximately 5%.

Another minor amendment required to our Highway and Traffic Bylaw is to address TransLink's request that individual municipalities review their respective bylaws to determine whether they are consistent with the most recent version of the BC Commercial Transport Regulations (CTR) regarding Vehicle Size and Weight.

On January 18, 2018, TransLink's Regional Transportation Advisory Committee (RTAC) endorsed harmonizing municipal vehicle weights and dimensions regulations across the region by recommending that individual municipalities adopt the BC Commercial Transport Regulations (CTR) as amended from time to time. The intent of this recommendation was to:

- 1) Ensure uniformity across the region by adopting common standards;
- 2) Ensure that once the common standards are adopted, bylaws will continue to be updated as the standards evolve over the time.

Provincial vehicle weights and dimensions requirements in the CTR were agreed upon as a suitable benchmark for harmonization in the region. In addition, it was decided that the provincial regulations should be adopted as amended from time to time to ensure that municipal bylaws would continue to align between the region and the remainder of the Province and country as standards and requirements evolve over time.

b) Desired Outcome:

It is the City's goal to improve, increase safety and maintain a high standard for all modes of transportation.

c) Citizen/Customer Implications:

Improving the safety of all road users including vulnerable pedestrians with mobility constraints in the Town Centre.

d) Interdepartmental Implications:

The Engineering Department works with the RCMP on a number of traffic and transportation issues and will rely on the RCMP for enforcement, should the exclusion of bicycles proceed.

e) Business Plan/Financial Implications:

The costs to implement the ban on bicycling on the four specific sidewalk corridors or a City-wide ban is relatively small and may be accommodated in existing budgets. The costs to implement would be primarily for sign placement and pavement markings.

f) Policy Implications:

Should a decision be made to exclude bicycles on all sidewalks then the existing Highway and Traffic Bylaw No. 6704-2009 will need to be revised and resubmitted for amendment.

g) Alternatives:

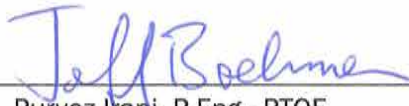
The following are three alternatives for Council's consideration:


- Council may elect not to proceed with the exclusion of bicycles along the four identified sidewalk corridors in the Town Centre; or
- Council may decide to expand the area outside of those corridors noted; or
- Council may endorse a blanket ban by prohibiting bicycles on all sidewalks in the City of Maple Ridge in accordance with the British Columbia Motor Vehicle Act, which is in line with the vast majority of other Cities in Metro Vancouver.

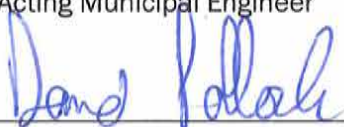
CONCLUSIONS:

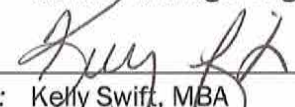
ATAC formed a sub-committee and recommended banning bicycles riding on sidewalks to reduce the chances of pedestrian and bicyclist collisions along four specific corridors, namely Dewdney Trunk Road from 222 Street to 227 Street; Lougheed Highway from 222 Street to 227 Street; 224 Street from North Avenue to 122 Avenue and Edge Street from McIntosh Avenue to Dewdney Trunk Road. ATAC also recommended to implement 50km/h to 30km/h on 224 Street between Lougheed Highway and Dewdney Trunk Road.

In addition, amending the Highway and Traffic Bylaw to ensure vehicle size and weight specifications remain current with the most recent version of the BC Commercial Transport Regulations will help maintain the City's commitment to ensure the safe movement of goods and people.

for 
Prepared by: Purvez Irani, P.Eng., PTOE
Manager of Transportation


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) British Columbia Motor Vehicle Act Excerpt for Cycling on Sidewalks
- (B) Maple Ridge Highway and Traffic Amending Bylaw No. 7566-2019

APPENDIX A

Rights and duties of operator of cycle

183 (1) In addition to the duties imposed by this section, a person operating a cycle on a highway has the same rights and duties as a driver of a vehicle.

(2) A person operating a cycle

- (a) must not ride on a sidewalk unless authorized by a bylaw made under section 124 or unless otherwise directed by a sign,

City of Maple Ridge

Maple Ridge Highway and Traffic Amending Bylaw No. 7566-2019

A bylaw to amend Maple Ridge Highway and Traffic Bylaw No. 6704-2009

WHEREAS the Council of the City of Maple Ridge deems it expedient to amend Maple Ridge Highway and Traffic Bylaw No. 6704-2009;

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

1. This Bylaw may be cited as Maple Ridge Highway and Traffic Amending Bylaw No. 7566-2019.
2. Maple Ridge Highway and Traffic Bylaw No. 6704-2009 is amended under Section 9.0 Speed limits, by adding
 - 9.4 No person shall drive or operate a motor vehicle on 224 Street between Lougheed Highway and Dewdney Trunk Road at a rate of speed greater than 30 km/h.
3. Maple Ridge Highway and Traffic Bylaw No. 6704-2009 is amended under Section 11.0 Cycles, roller skates, skateboards and other conveyances, by adding
 - 11.3 No person shall ride a cycle on a sidewalk located on:
 - 224 Street, from North Avenue to 122 Avenue
 - Dewdney Trunk Road, from 222 Street to 227 Street
 - Lougheed Highway, from 222 Street to 227 Street
 - Edge Street, from McIntosh Avenue to Dewdney Trunk Road
4. Maple Ridge Highway and Traffic Bylaw No. 6704-2009 is amended under Section 45.0 Vehicle Size and weight, by amending the first line of Section 45.1 to read
 - 45.1 The following are adopted as regulations under this bylaw as amended from time to time

READ A FIRST TIME this ____ day of _____, 2019.

READ A SECOND TIME this ____ day of _____, 2019.

READ A THIRD TIME this ____ day of _____, 2019.

ADOPTED this ____ day of _____, 2019.

PRESIDING MEMBER

CORPORATE OFFICER

TO: His Worship Mayor Michael Morden MEETING DATE: July 16, 2019
and Members of Council FILE NO: 11-5255-40-195
FROM: Chief Administrative Officer MEETING: COW
SUBJECT: 128 Avenue (210 Street to 224 Street) Roadworks Project Close-Out Report

EXECUTIVE SUMMARY:

The 128 Avenue corridor from 210 Street to 224 Street is one of three primary east-west arterial roadways providing access across Maple Ridge to the Golden Ears Bridge and Lougheed Highway. It is also a part of the TransLink Major Road Network. The widening of 128 Avenue to an ultimate four-lane urban cross-section was identified in the Strategic Transportation Plan due to projected increased traffic volumes caused by growth. The 128 Avenue project design commenced in 2011 and required significant property acquisition prior to construction. Phase I construction from 210 Street to 216 Street, completed by King Hoe Excavating occurred in 2015-2016 and Phase II construction from 216 Street to 224 Street, completed by B&B Contracting in 2016-2017. The project maintenance period ended in July 2018.

The expansion of 128 Avenue from a two-lane rural roadway to a multi-lane urban roadway was a multi-faceted project that included widening the existing roadway from two to four travel lanes with the addition of a paved three metre wide multi-use path on the north side. In addition to curb and gutter, street lighting, drainage features, traffic signals, and paving, the project included complex elements such as the use of lightweight fill, ducting for future fibre optic cable, watercourse relocation, as well as construction of fish habitat and riparian restoration.

Both project phases had challenges and required complete road closures while large concrete box culverts were installed at McKenney Creek, 216 Street and T-2 Creek by Golden Ears Cheese Crafters. As well, with the installation of the Maple Ridge Watermain West by Metro Vancouver in 2014 some areas required the placement of light weight fill so as to not disturb this large diameter trunk watermain. Poor fall/winter weather also hampered the road completion, delaying both contractors several days beyond the completion date. Accommodations to shorten road closures were made so that the public was not negatively impacted.

Now that all the deficiencies have been rectified, contractors paid out and warranty periods have concluded, the City is now in a position to report out final project costs.

The overall project was funded through a combination of DCC (primarily), grant funding (ICBC, TransLink, Gas Tax and Bike BC), and general capital funds. Property acquisition costs totaled \$3,279,640.74 and were completed prior to construction starting in 2015. Each section had an identified project budget with assigned contingency that was approved by Council. The approved budget for both sections totaled \$14,981,784.00, with a project contingency of \$2,125,077.60 for a total of \$17,106,861.60. The final construction costs are now determined to be \$15,394,042.80, therefore under the \$17,106,861.60 approved budget. The work was satisfactorily completed but later than originally specified as noted above mainly due to weather.

RECOMMENDATION:

This report is for information only.

DISCUSSION:

a) Background Context:

The 128 Avenue corridor from 210 Street to 224 Street is one of three primary east-west arterial roadways providing access across Maple Ridge to the Golden Ears Bridge and Lougheed Highway. It is also a part of the TransLink Major Road Network. The widening of 128 Avenue to an ultimate four-lane urban cross-section was identified in the Strategic Transportation Plan as traffic volumes increased due to growth. The 128 Avenue project was in the City's approved Financial Plan since 2009 with property acquisition concluding before the construction. Phase I construction from 210 Street to 216 Street occurred in 2015 and Phase II construction from 216 Street to 224 Street in 2016. The project maintenance period ended in July 2018.

The expansion of 128 Avenue from a two-lane rural roadway to a multi-lane urban roadway was a multi-faceted project that included widening the existing roadway from two to four travel lanes with the addition of a paved three metre wide multi-use path on the north side. In addition to curb and gutter, street lighting, drainage features, traffic signals, and paving, the project included complex elements such as the use of lightweight fill, ducting for future fibre optic cable, watercourse relocation, as well as construction of fish habitat and riparian restoration.

Both project phases had challenges and required complete road closures while large concrete box culverts were installed at McKenney Creek, 216 Street and T-2 Creek by Golden Ears Cheese Crafters. As well, with the installation of the Maple Ridge Watermain West by Metro Vancouver in 2014 some areas required the placement of light weight fill so as to not disturb this large diameter trunk watermain. Poor fall/winter weather also hampered the road completion, delaying both contractors such that the work was completed in the following year. Accommodations were made so that the public was not negatively impacted.

Now that all the deficiencies have been rectified, contractors paid out and warranty periods have concluded, the City is now in a position to report out final project costs. Each section had an identified project budget with assigned contingency that was approved by Council. Phase I was completed by King Hoe Excavating and Phase II was completed by B&B Contracting. The approved budget for both sections totaled \$14,981,784.00, with a project contingency of \$2,125,077.60 for a total of \$17,106,861.60. The actual construction costs are now determined to be \$15,394,042.80, therefore under the total approved budget. The work was satisfactorily completed but later than originally specified as noted above mainly due to weather

b) Desired Outcome:

To report on the finalized project costs and schedule on one of the major transportation projects that the Engineering Department has completed in the last few years.

c) **Citizen/Customer Implications:**

Impacts were minimized on traffic, residents and businesses with a comprehensive detour plan, signage and notifications. Both phases required full road closures for short durations to permit the installation of three box culverts at McKenney Creek, 216 Street and T-2 by Golden Ears Cheese Crafters. There was an extensive public consultation through design and construction with nearby residents to minimize impacts, as well as Open Houses to facilitate dialogue and inform the public about the proposed work. The City's website and social media post were updated regularly with project updates.

d) **Interdepartmental Implications:**

The Engineering, Operations, Parks and Planning Departments provided input during the design stage and City resources were utilized where possible in the interests of cost effectiveness and efficiencies.

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

210 Street to 216 Street

This section from 210 to 216 Street was projected to cost \$8,817,261.60 including all third party utility relocations (for BC Hydro, Shaw, Telus and Fortis), field reviews and monitoring by professional consultants, construction costs and contingencies. The actual costs are listed in the breakdown comparison as follows:

Description	As per May 25, 2015 Council Report	Final Costs
Construction ¹	\$ 7,045,184.00	\$ 7,506,855.72
Additional Consultant Services ²	220,000.00	239,190.64
Third Party Utility Costs	200,000.00	156,893.25
Operations ³	202,000.00	325,256.21
Project Contingency	1,150,077.60	
Total	\$ 8,817,261.60	\$ 8,228,195.82

¹Additional construction costs relates to construction of robust drainage channel at the intersection of 216 Street which was not planned for during the design. As well there was additional costs to transition driveways into the new roadway.

²Because work was extended into the following year, additional inspections costs incurred.

³Operations provided two estimates: \$150,000 for watermain relocation and \$52,000 for traffic signal alterations. Watermain relocation involved more work at McKenney Creek crossing due to installation of a bypass watermain, while the two large box culverts were installed.

216 Street to 224 Street

This section from 216 to 224 Street was projected to cost \$8,289,600.00 including all third party utility relocations (for BC Hydro, Shaw, Telus and Fortis), field reviews and monitoring by professional consultants, construction costs and contingencies. The actual costs are listed in the breakdown comparison as follows:

Description	As per May 2, 2016 Council Report	Final Costs
Construction ¹	\$ 6,524,600.00	\$ 6,698,219.07
Additional Consultant Services	250,000.00	221,361.43
Third Party Utility Costs	300,000.00	138,264.82
Operations	240,000.00	108,001.66
Project Contingency	975,000.00	0.00
Total	\$ 8,289,600.00	\$ 7,165,846.98


¹Additional construction costs relates to protection of the Metro Vancouver watermain at the T2 stream crossing adjacent to Cheese Crafters which was not planned for during the design. All grants were utilized to full extent to fund the project.


The following table summarizes the key contract dates that the work was performed from commencement by the contractor to the date the work was deemed substantially complete. Substantial completion is the point where the work is acceptable for turn over to the City. The road improvements were open to the public before that.

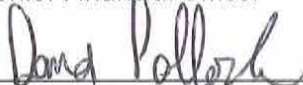
Timeline	(210 St – 216 St)	(216 St – 224 St)
Issued Notice to Proceed	June 24, 2015	June 1, 2016
Work Commenced	July 2, 2015	June 3, 2016
Contract Days	100 Days	100 Days
Extra Days (Rain, Extra Work Orders, Other)	33 Days	12 Days + winter (Oct 2016-May 2017)
Road open to Public	February 25, 2016	December 19, 2016
Contract Completion Date	January 18, 2016	May 12, 2017
Date of Substantial Performance	July 7, 2016	July 14, 2017

CONCLUSIONS:

The original construction budget for the road improvements on 128 Avenue from 210 Street to 224 Street was \$14,981,784.00, with an approved project contingency of \$2,125,077.60, for a total of \$17,106,861.60. The final cost was \$15,394,042.80 which is under the \$17,106,861.60 approved budget. Property acquisition costs totaled \$3,279,640.74, for a total cost for the project to \$18,673,683.50. The project was not completed within contract days but delayed due to poor fall/winter weather in 2015 and 2016.


Prepared by: Jeff Boehmer, PEng.
Acting Municipal Engineer


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


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


Concurrence: Kelly Swift, MBA
Acting Chief Administrative Officer

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer
MEETING DATE: July 16, 2019
FILE NO: 11-5255-70-146
MEETING: COW
SUBJECT: Award of Contract ITT-OP19-38: McNutt Road PRV Chamber Replacement

EXECUTIVE SUMMARY:

The existing McNutt Road Pressure Reducing Valve (PRV), originally constructed in 1999, has been identified for replacement due to its current condition and is considered a critical station as it solely supplies potable water to the isolated Rothsay Pressure Zone. In addition, improved redundancy during scheduled maintenance operations will be provided with the installation of a secondary fire valve within the PRV chamber. This project is included in the 2018 Financial Plan.

The Invitation to Tender was issued on May 29, 2019 and closed on June 25, 2019 with six (6) bids received, with the lowest tender price submitted by Triahn Enterprises (2018) Ltd. of \$347,119 excluding taxes. The PRV chamber replacement is funded from the 2018 Capital Improvement Program – McNutt PRV Replacement (LTC No. 017017).

RECOMMENDATION:

THAT Contract ITT-OP19-38: McNutt Road PRV Chamber Replacement, be awarded to Triahn Enterprises (2018) Ltd. in the amount of \$347,119 excluding taxes; and

THAT a construction contingency of \$35,000 be approved to address potential variations in field conditions; and

THAT the financial plan be amended to increase the McNutt Road PRV Chamber Replacement budget from \$400,000 to \$521,948 funded from Water Utility Fund, and further,

THAT the Corporate Officer be authorized to execute the contract.

DISCUSSION:

a) Background Context:

The existing McNutt Road Pressure Reducing Valve (PRV), originally constructed in 1999, has been identified for replacement due to its current condition and is considered a critical station as it solely supplies potable water to the isolated Rothsay Pressure Zone. In addition, improved redundancy during scheduled maintenance operations will be provided with the installation of a secondary fire valve within the PRV chamber. This project is included in the 2018 Financial Plan.

The McNutt Road PRV Chamber Replacement Project generally consists of one new Pressure Reducing Valve (PRV) Chamber including flow meters, approximately 21m of 250mm diameter DI watermain, installation of a concrete culvert, installation of an owner-supplied electrical kiosk, supply and installation of electrical kiosk foundation, SCADA pole and base, asphalt paving, site restoration, abandonment of the existing PRV chamber, and all other associated civil, electrical and mechanical work as shown on the contract drawings. City crews will complete tie-ins of the new watermain to the City water system.

Tender Evaluation

The Invitation to Tender was issued on May 29, 2019 and closed on June 25, 2019 with six (6) bids received, and the verified bid prices are listed below from lowest to highest price.

	<u>Tender Price</u> <u>(excluding taxes)</u>
Triahn Enterprises (2018) Ltd.	\$347,119. ⁰⁰
Webbco Industrial Ltd.	\$366,970. ⁰⁰
Bervin Construction Ltd.	\$424,371. ⁵⁰
Complete Utility Contractors Ltd.	\$439,000. ⁰⁰
Drake Excavating (2016) Ltd.	\$444,850. ⁰⁰
Sandpiper Contracting LLP	\$641,345. ⁴⁰

The lowest bid was \$347,119 (excluding taxes) from Triahn Enterprises (2018) Ltd. Staff have evaluated the tenders and recommend the contract be awarded to Triahn Enterprises (2018) Ltd.

b) Desired Outcome:

To provide reliable fire protection and high quality drinking water to Maple Ridge residents.

c) Strategic Alignment:

One of the key strategies in the Corporate Strategic Plan is to manage existing infrastructure. Replacement and upgrading of the aging McNutt PRV station will ensure reliability of service for future years.

d) Citizen/Customer Implications:

The estimated construction duration is approximately four (4) months starting in early August 2019. Most of the PRV replacement works are proposed for the west side of McNutt Road. It is anticipated traffic will be maintained through the work zone using single lane alternating traffic.

Every effort will be made to minimize the impact to residents fronting the PRV installation; with verbal communication of the project already taken place during the design stage with residents adjacent to the construction zone. All residents in the vicinity of the works will be notified in advance of construction. As well, the general public will be informed of the traffic alerts and construction progress through the City's website and social media sources.

e) Interdepartmental Implications:

Engineering and Operations Departments worked closely during the design stage. Tie-ins to the live water system will be completed by the Operations Department. A City staff inspector will provide inspection services during construction.

f) Business Plan/Financial Implications:

The projected expenditures excluding taxes are as follows:

Consulting	\$ 56,073
Water Tie-ins (Operations)	20,000
Owner-Supplied Kiosk	63,756
Construction Contract (Triahn Enterprises (2018) Ltd.)	347,119
Contract Contingency	35,000
Total Projected Project Cost	\$ 521,948

The project funding sources are as follows:

McNutt PRV Replacement (LTC No. 017017)	\$ 400,000
Additional funding from WCF required	121,948
Total Funding Sources	\$ 521,948


The project expenditures include a contract contingency of \$35,000 that will only be utilized if required to address potential variations in field conditions.

CONCLUSIONS:

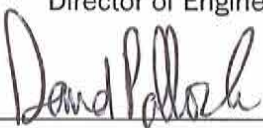
It is recommended that Council approve the award of the contract to Triahn Enterprises (2018) Ltd., for the tender price of \$347,119 (excluding taxes) and a contract contingency of \$35,000 be approved. It is also recommended that funds be transferred from the Water Utility Fund to LTC No. 017017.


Prepared by: Brent Messam, ASCT
Engineering Technologist - Projects


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

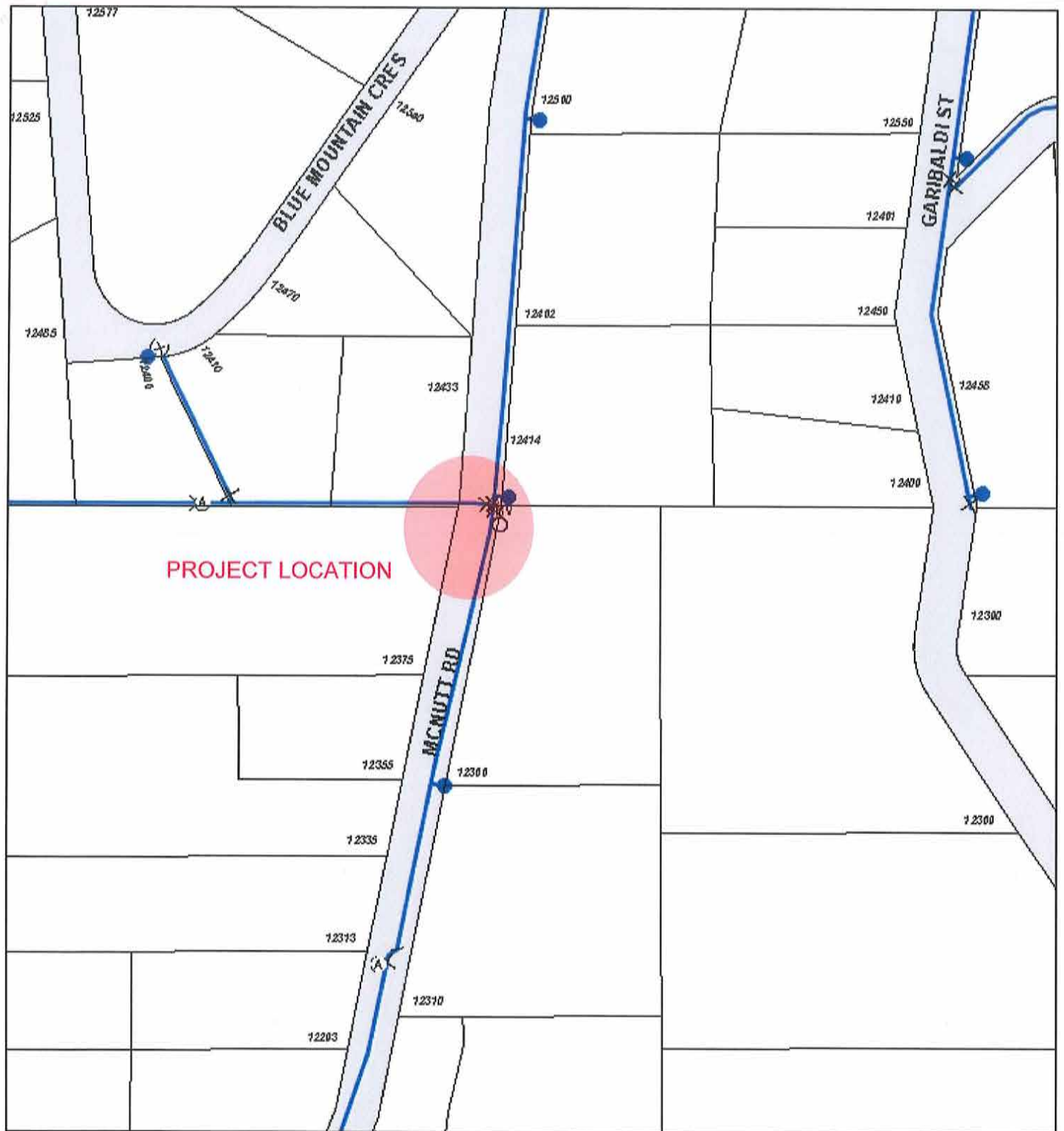

Reviewed by: Davin Wilson, PTEch, ASCT
Superintendent of Waterworks – Engineering Operations


Reviewed by: James Storey, ASCT
Director of Engineering Operations

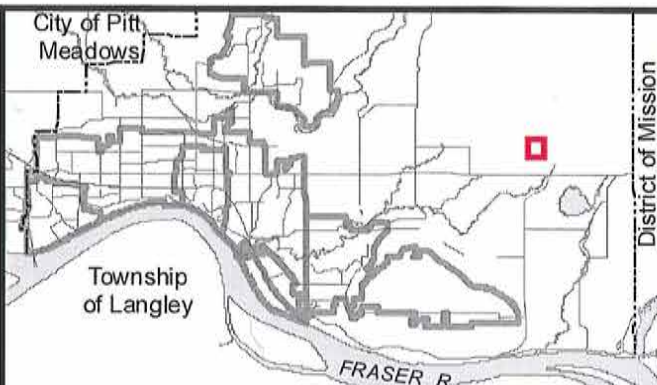

Approved by: David Pollock, PEng.
General Manager Engineering Services


Concurrence: Kelly Swift, MBA
Acting Chief Administrative Officer

Attachments:
(A) Map



Scale: 1:2,500



McNUTT ROAD PRV REPLACEMENT



0 12.5 25 50 75 100 m
0 45 90 180 270 360 ft
The City of Maple Ridge makes no guarantee regarding the accuracy or present status of the information shown on this map.

Department: Operations Centre

Date: Jul 3, 2019



City of Maple Ridge

mapleridge.ca TO: His Worship Mayor Michael Morden
MEETING DATE: July 16, 2019
and Members of Council FILE NO: 11-5255-30-001
FROM: Chief Administrative Officer MEETING: CoW
SUBJECT: Award of Contract RFP-EN19-26:
Engineering Consulting Services for an Integrated Asset Management Strategy

EXECUTIVE SUMMARY:

The City of Maple Ridge (City), along with all other municipalities owns, operates and maintains a wide array of infrastructure assets including but not limited to transportation networks, water distribution systems, sewage collection systems, drainage systems, parks, facilities and vehicle fleets with a total replacement value in excess of \$1.6 Billion. The expectation is that these assets will function efficiently and effectively for many years but all infrastructure has a finite service life; the challenge for municipalities is to manage assets in a cost-effective way over their life cycle and plan for their replacement.

An Asset Management Policy was approved by Council in 2017 that provides the vision and basic parameters for the City's Asset Management activities and is appended to this report. The importance of recognizing natural assets such as watercourses and trees will be explored through the development of the Asset Management Strategy initiative with the goal of incorporating Natural Capital into a subsequent phase of the Strategy.

The implementation of a comprehensive asset management strategy rather than reactive short term decisions provides a systematic, proactive approach. The Asset Management Strategy and subsequent plans will enable the City to maintain and manage infrastructure assets at defined levels, establish asset replacement strategies through the full life cycle, and guide justification for stable long term funding.

The City issued a Request for Proposal for Engineering Consulting Services for the development of an Integrated Asset Management Strategy that closed on May 08, 2019. Seven compliant submissions were received and evaluated by a multi-disciplinary panel.

Following a detailed evaluation of the proposals submitted, it is recommended that GHD be awarded the assignment to develop a City-wide Asset Management Strategy for the amount of \$217,185 excluding taxes plus a contingency of \$20,000 that will only be utilized as needed.

The City has sufficient funding in its approved Financial Plan to complete the assignment, with funding from a number of sources including grants.

RECOMMENDATION:

THAT Contract RFP-EN19-26: Engineering Consulting Services for Integrated Asset Management Strategy be awarded to GHD in the amount of \$217,185 plus taxes; and

THAT contingency funding of \$20,000 be approved, only to be utilized if needed; and further

THAT the Corporate Officer be authorized to execute the Client/Consultant Agreement.

DISCUSSION:

a) Background Context:

Civic infrastructure is comprised of a number of quite disparate categories from roads, pipes, parks through to facilities. The City needs not only to maintain such assets to ensure they function effectively and efficiently through their service life but also plan for, and ensure adequate funding for their ultimate replacement. The total replacement value of all the City infrastructure assets is calculated at \$1.6 Billion.

Council adopted an Asset Management Policy in 2017 that provides the vision and basic parameters for the City's Asset Management activities with the expectation that the City would move to the development of an Asset Management Strategy that will evaluate the condition of existing infrastructure, undertake a needs assessment and gap analysis, consider best practices and ultimately deliver a city-wide strategy and implementation plan to guide asset management initiatives and plans in all departments.

The Asset Management Strategy and subsequent plans will enable the City to maintain and manage infrastructure assets at defined levels of service, establish asset replacement strategies through the full life cycle, and guide justification for stable long term funding.

The importance of recognizing natural assets such as watercourses and trees will be explored through the development of the Asset Management Strategy initiative with the goal of incorporating Natural Capital into a subsequent phase of the Strategy.

RFP Process and Evaluation

The Request for Proposal (RFP) was posted to BC Bid as well as on the City of Maple Ridge's website, BC Bid, and print media. Seven consultants submitted compliant proposals before the closing date of May 08, 2019.

All proposals were reviewed by an evaluation team in accordance with the evaluation criteria identified in the RFP. After detailed analysis, the evaluation team concluded that GHD's proposal provides the best value to the City at a cost of \$217,185 excluding taxes. The average fee of the proposals submitted was \$213,679.

The GHD proposal fully meets all the technical criteria set out in the RFP. The final report is expected by May 2020.

b) Desired Outcome:

The desired outcome of this report is to obtain Council approval to proceed with the award of the contract to GHD to complete the development of the Integrated Asset Management Strategy.

c) Strategic Alignment:

The development of the Integrated Asset Management Strategy aligns with Council's strategic priorities around Growth as well as the Natural Environment.

d) Interdepartmental Implications:

The development of the Integrated Asset Management Strategy will include significant input from multiple City departments including Engineering, Operations, Parks Recreation & Culture, Finance as well as Fire.

e) Business Plan/Financial Implications:

The Integrated Asset Management Strategy is in the Financial Plan with an approved budget of \$270,000 with funding from a number of sources as identified below. The projects costs and funding breakdown are as follows:

Project Costs

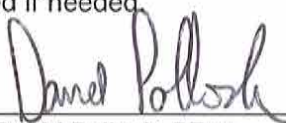
GHD	\$217,185
Contingency (if required)	\$ 20,000
	\$237,185

Existing Funding Sources

Drainage Levy	\$ 40,000
Infrastructure Sustainability – Roads	\$ 50,000
General Revenue (Reserves for committed Projects, RCP)	\$ 40,000
Sewer (RCP)	\$ 65,000
Water (RCP)	\$ 65,000
UBCM Grant	\$ 10,000

CONCLUSIONS:

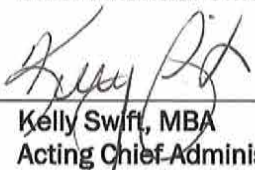
GHD has submitted a proposal for the Integrated Asset Management Strategy that provides the best value to the City. This report recommends approval to award the engineering consultant services assignment to GHD in the amount of \$217,185 with an allowance of \$20,000 as a project contingency only to be utilized if needed.



Prepared by: **David Pollock, PEng.**
General Manager Engineering Services



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

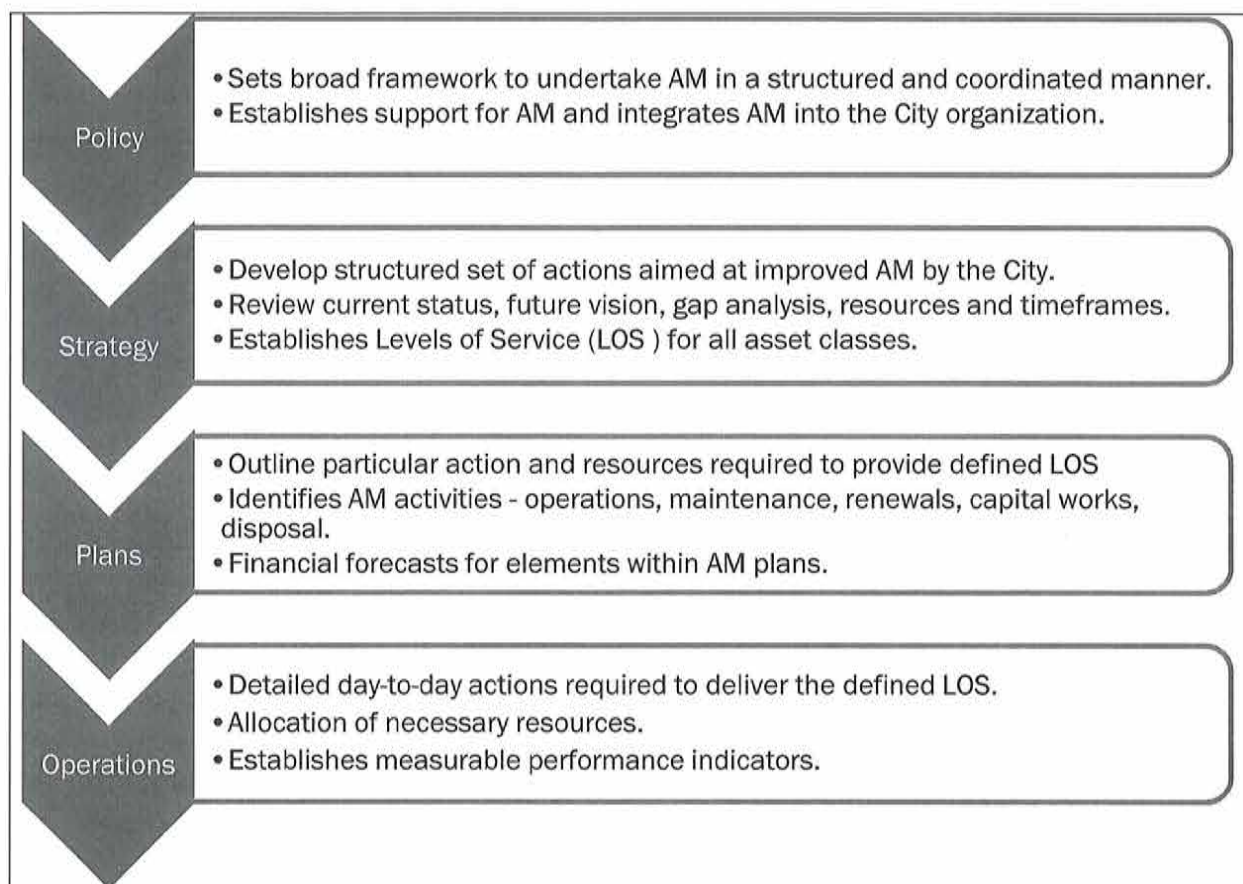


Concurrence: **Kelly Swift, MBA**
Acting Chief Administrative Officer

Attachment: Asset Management Policy

POLICY MANUAL

Title: Corporate Asset Management	Policy No : 9.13 Supersedes:
Authority: <input checked="" type="checkbox"/> Legislative <input type="checkbox"/> Operational Approval: <input checked="" type="checkbox"/> Council <input type="checkbox"/> CMT <div style="text-align: right;"><input type="checkbox"/> General Manager</div>	Effective Date: Review Date:
<p>Policy Statement:</p> <p>The Corporate Asset Management Policy details the principles for implementing a consistent and coordinated approach in managing City assets to demonstrate sound fiscal stewardship and secure long-term infrastructure sustainability within the City.</p>	
<p>Purpose:</p> <p>The total replacement value of the infrastructure assets owned by the City of Maple Ridge (City) is in excess of \$1 Billion and ranges in size and complexity from larger asset classes such as roads, water, sewers, pump stations, storm drainage systems, facilities, parks, fleet through to smaller classes such as office furniture or computers. The City will continue to evaluate natural assets such as watercourses and forests to incorporate such assets into the overall Asset Management Strategy.</p> <p>Asset Management (AM) is a comprehensive framework to guide the planning, acquisition, operation and maintenance, rehabilitation, disposal and ultimate replacement of municipal infrastructure assets. The objective is to maximise asset service delivery potential, manage related risks and minimize costs of ownership while delivering acceptable levels of service in a sustainable manner that does not compromise the ability of future generations to meet their own needs.</p> <p>The Corporate Asset Management Policy provides the framework to develop a city-wide Asset Management Strategy as well as plans, operational guidelines and practices to ensure the successful execution of maintainable service delivery of community services.</p>	
<p>Background:</p> <p>As the City grows, new infrastructure is added to the built environment through development and capital projects and over time those assets age and deteriorate. The implementation of sound AM stratagems provide assurance that the City assets (both existing and future) will meet designated levels of service for the long term.</p> <p>The framework for developing and implementing AM within the City is based upon a number of steps that range from broad policy statements through to detailed day-to-day actions as illustrated below:</p>	



Related Corporate Initiatives:

Asset Management is formalized and integrated into other corporate initiatives and documents such as:

- Vision, Mission & Values Statement
- Official Community Plan
- Community and Neighbourhood Plans
- Financial Plan including Capital and Operating Budgets
- Annual Reports
- Design Criteria and Specifications
- Infrastructure Servicing Plans

In 2004 Council approved the Financial Sustainability Plan policy guidelines (Policy No. 5.52) that laid the groundwork for the continuance of high quality services and to provide a legacy for future generations. The FSP policy outlines 13 guidelines ranging from tax base growth, service demands, efficiencies, debt management, fees and charges capital carryovers, infrastructure maintenance and replacement and will serve as a sound reference as the City develops the Corporate Asset Management Strategy.

The development and implementation of a Corporate Asset Management Strategy by the City will provide guidance through a number of policy statements and principles.

Policy Statements

The City will:

1. Develop and maintain asset inventories of its infrastructure
2. Maintain and manage infrastructure assets at defined service levels

3. Establish and monitor standards and service levels to ensure Council objectives are met
4. Establish infrastructure replacement strategies through the use of full life cycle costing principles
5. Ensure adequate funding to maintain established asset levels of service and maintenance and extend the useful life of assets as well as to replace, renew and/or decommission assets
6. Consider and incorporate asset management strategies in City corporate plans including community planning processes
7. Track progress and provide regular reports

Policy Principles

The City shall:

1. Allocate funding for new assets after considering the full life cycle costs and the economic, environmental, and social benefits of the new asset, seeking to minimize the asset total life cycle cost
2. Provide information on future maintenance, operation, upgrade, renewal and/or replacement and decommission requirements
3. Identify the level of service that will be delivered by each asset and how that level of service will be monitored
4. Establish organizational accountability and responsibility for asset inventory, condition, use and performance
5. Ensure corporate governance through demonstrable long-term financial planning based upon sustainable service levels
6. Integrate corporate, financial, business, technical and budgetary planning for infrastructure assets
7. Undertake public consultation with stakeholders as appropriate
8. Minimize risk to users and risks associated with asset failure
9. Utilize best practices where available
10. Update and maintain infrastructure inventory and life cycle data
11. Report on the performance of the asset management strategy and plans

Definitions:

Asset: Has a physical nature, is a significant economic resource and provides the delivery of programs and/or services.

Asset Register: A record of the asset information, typically held in a spreadsheet, database or software system, including asset attribute data such as quantity, type and construction cost.

Condition Assessment: The inspection, assessment, measurement and interpretation of the resultant data, to indicate the condition of a specific component so as to determine the need for some preventative or remedial action.

Cost-Effective Management: The proactive, as opposed to reactive, management of the maintenance, repair and rehabilitation activities required to deliver the desired/required level of service while minimizing the life cycle costs of providing the infrastructure.

Current Replacement Cost: The cost the entity would incur to acquire the asset on the reporting date. The cost is measured by reference to the lowest cost at which the gross future economic benefits could be obtained in the normal course of business or the minimum it would cost, to replace the existing asset with a new modern equivalent asset (not a second-hand one) with the same economic benefits (gross service potential) allowing for any differences in the quantity and quality of output and in operating costs.

Levels of Service: Levels of service statements describe the outputs or objectives an organization or activity intends to deliver to customers.

Life Cycle Costs (LCC): The total cost of an asset throughout its life including planning, design, construction, acquisition, operation, maintenance rehabilitation and disposal costs.

Natural Assets: Naturally occurring land or subsurface features that perform or support service delivery to the City (ex: creeks that convey and treat rain water runoff). Also incorporates man-made features that replicate naturally occurring features (ex: ditches, ponds, wetlands).

Renewal: Works to replace existing assets or facilities with assets or facilities of equivalent capacity or performance capability.

Risk Management: Coordinated activities to redirect and control an organization with regard to risk.

Key Areas of Responsibility

Action	Responsibility
Adopt the Asset Management Policy	Council
Develop and maintain asset inventories	Public Works & Development Services (PWDS); Finance; Parks; Fire
Assess infrastructure condition and service levels	PWDS; Parks; Fire
Establish and monitor infrastructure replacement levels through life cycle costing principles	PWDS; Finance; Parks; Fire
Develop and maintain comprehensive plans for the appropriate level of maintenance, rehabilitation, extension and decommissioning of assets	PWDS; Finance; Parks; Fire
Monitor and review infrastructure standards and defined service levels	Council
Report on the status of the municipal infrastructure and the asset management strategy and plans	PWDS; Finance; Parks; Fire
Both Council and staff have roles to play in the support of this policy. Council acts as the stewards for all City assets and approves the policy, participates in the establishing of levels of service as well as monitoring outcomes. Staff will develop, implement, monitor and review the Corporate Asset Management Strategy as well as advance and implement the operational plans. The Corporate Asset Management Strategy shall be reported to Council and the community on a regular basis and may be reviewed by Council on an interim basis.	

TO:	His Worship Mayor Michael Morden and Members of Council	MEETING DATE:	July 16, 2019
FROM:	Chief Administrative Officer	FILE NO:	2245885
		MEETING:	CoW
SUBJECT:	Maple Ridge Historical Society Operating and Lease Agreements Renewal		

EXECUTIVE SUMMARY:

The Operating Agreement and Lease Agreements attached for consideration are renewals to previous agreements between the City of Maple Ridge and the Maple Ridge Historical Society. The term of these agreements include three years to cover 2019 to 2022 for the operating agreement and for the leases from 2019 to 2022. The specific leases are:

- The Brick Yard House & Office (also known as the Museum site)
- St. Andrew's Church
- The Old Post Office

The Society continues to provide a valuable service to the community by making history, stories and archives accessible and collecting new stories, artefacts and photographs. Their work contributes towards Council's strategic goal for community spirit and pride.

RECOMMENDATION:

That the Maple Ridge Historical Society Operating Agreement dated July 16, 2019 for a three year term be approved; and,

That the Maple Ridge Historical Society Lease Agreement for the Brick Yard House & Office effective from July 16, 2019 for a three year term be approved; and,

That the Maple Ridge Historical Society Lease Agreement for St. Andrew's Church effective from July 16, 2019 for a three year term be approved; and,

That the Maple Ridge Historical Society Lease Agreement for The Old Post Office effective from July 16, 2019 for a three year term be approved; and further,

That the Corporate Officer be authorized to execute these agreements.

a) Background Context:

The Maple Ridge Historical Society is a non-profit, charitable organization that operates and manages our community's historic buildings: the Brickyard House and Office (also known as the Museum site), St. Andrew's Church and the Old Post Office. In addition, they provide the interpretative services for Haney House Museum. The Society has provided the community with museum exhibition, interpretation, and programming services along with archival collection and information since 1984. Their vision is to celebrate, honour, protect and promote the history of Maple Ridge through a mission to use the highest conservation and recording standards in their work to collect, display, and interpret our community's history. They continue to work with many community partners and the Community Heritage Commission on programs and initiatives that enhance our understanding and appreciation of the past, present and future.

The Society continues to improve their online presence and digital accessibility for its collections (artefacts, photographs, newspaper items) through their website, social media and Flickr which has over 6,000 images. Recently one photo and story garnered over 10,000 views and thousands of interactions. Currently there are over 17,000 objects, 16,700 photos and 3,500 archive files and counting. A highlight is the donation of the TIMES newspaper collection of hard copies from 1985 to 2015.

The current programs and services help to provide a higher profile and appreciation for heritage. Local history and family history continue to be growing areas of interest for new residents, tourists and businesses. Destination BC reports the fourth most popular activity for Canadian travelers is to visit historical, archaeological and world heritage sites.

Recently additional exterior conservation work completed at Haney House Museum was recognized by Heritage BC with a Recognition Award in the Heritage Conservation category. This is a milestone achievement of our collaborative heritage efforts with the Society.

A three year term for the operating agreement and the lease agreements is recommended by staff which is consistent with other agreements the City has entered into with community partners. In the meantime, the agreements have some minor proposed changes recommended by our legal counsel.

Highlights of these changes include the following:

1. Language in the agreements was updated for clarity purposes.
2. Development of preventative maintenance guidelines for Brickyard Museum site to further protect this registered heritage asset for future generations and support the Society to focus their expertise in programming, curatorial and interpretative services. Given the age and general condition of the heritage sties, the preventative maintenance guidelines will cover items identified as a gap in maintaining heritage assets. Preventative items are repair related and may include the roof, plumbing, electrical and fire systems, windows and doors at an operational level in addition to lifecycle replacement. During the upcoming Business Planning, the preventative maintenance guidelines will be presented to Council for consideration.

3. The operating amount was increased to \$198,578 for 2019, \$203,519 for 2020 and \$207,589 for 2021 (+7% on average from 2018) which will help to continue enhanced community outreach efforts, curriculum programming and address rising operating costs for a community museum and archives services. The increase is included in the funding allotment in the 2019-2023 approved financial plans.

b) Desired Outcome:

The desired outcome is to maintain accessible and affordable options for community engagement in culture, specifically growing heritage that contributes to a greater sense of community and pride, enhances local economic benefits, attracts tourists and newcomers, develops volunteerism and improves quality of life.

c) Strategic Alignment:

Recommendations align with the 2010 Parks, Recreation and Culture Master Plan directions (6.5 *Cultural Facilities, Arts Culture and Heritage*), Volunteer Policy, Culture Plan: Walking Together to Grow Community Connections Through Culture 2018-2028 and Tourism Plan 2018.

d) Interdepartmental Implications:

Various departments work with the Society including Economic Development and Tourism, Clerks, Planning, Information Technology and Communications.

e) Business Plan/Financial Implications:

The proposed agreement renewals are in keeping with the business plan goals. Funding for the operating agreement is included in the funding allotment in the 2019-2023 approved financial plans in 2019, 2020 and 2021. The additional preventative maintenance guidelines costs will be considered during the upcoming Business Planning process (estimated at \$25,000).

It is recommended that the Maple Ridge Historical Society continue to be provided with agreements to support their work in providing affordable, accessible and professional heritage programming to the community. The Society's responsibilities outlined in the agreements include the operation of the museum sites and providing heritage programming, curatorial and interpretative services.

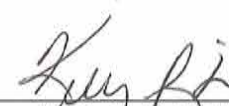
CONCLUSIONS:

The Maple Ridge Historical Society has been a valuable, long term operating and lease partner which provides much needed heritage services to the community at affordable and accessible levels. Heritage helps to tell the stories of this place, builds stronger community pride and identity and contributes towards cultural tourism. Renewing the Operating and Lease Agreements is recommended and is within the funding envelope identified within the 2019-2023 approved financial plans.


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


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


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


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

Attachments:

- (A) Maple Ridge Museum Operating Agreement – July 16, 2019
- (B) Maple Ridge Historical Society – St. Andrew's Heritage Church Lease – July 16, 2019
- (C) Maple Ridge Historical Society – Callaghan Park Old Post Office – July 16, 2019
- (D) Maple Ridge Historical Society – Brickyard House – July 16, 2019

MAPLE RIDGE HISTORICAL SOCIETY OPERATING AGREEMENT

THIS AGREEMENT made as of the 16th day of July, 2019

BETWEEN:

CITY OF MAPLE RIDGE 11995 Haney Place, Maple Ridge, B.C.V2X 6A9

(the "City")

OF THE FIRST PART

AND

MAPLE RIDGE HISTORICAL SOCIETY, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 116th Avenue, Maple Ridge, B.C. V2X 0S4

(the "Society")

OF THE SECOND PART

WHEREAS:

- A. The City of Maple Ridge provides recreation services to residents through the Park, Recreation and Culture department and works with community partners to meet these needs;
- B. The City and Society have entered into a Lease dated for reference 16th day of July 2019 (the "Lease") with respect to the municipally owned buildings located at 22520 116 Avenue, Maple Ridge, B.C. The property is legally described as part of PID: 012-350-371, Lot 2 District Lot 401 Group 1 New Westminster District Plan 79665 and known as the Brickyard House and Brickyard Office and forms the Maple Ridge Museum and Community Archives.
- C. The City and Society have an understanding that curatorial and interpretative services will also be provided by the Society at the "Haney House" historic museum located at 11612 224 Street, Maple Ridge, B.C. See Schedule D addendum for details. The property is legally described as part of ; PID: 011-538-449, Lot 2 Except: Part Subdivided by Plan 14332, Block 2 District Lot 398 Group 1 New Westminster District Plan 155 (collectively the "Maple Ridge Museum");
- D. The City and the Society agree that : "the Brickyard House, the Brickyard Office and the Haney House including the Community Archives housed therein, will be referred to collectively herein as "THE MUSEUM" and both the City and the Society desire to provide for the co-ordination and provision of heritage and archival programs and services for the benefit of the residents of Maple Ridge and to provide for the operation of the Museum all as particularized in Part II of this Agreement (the "Operations");
- E. The Society should be a community leader that will play a key role to strengthen community heritage groups, researchers and the cultural sector; to build community wide connections and networks and to encourage an understanding of heritage and culture in creating a healthy, vibrant community.

- F. The Society operates as a not-for-profit member based organization governed by a Board of Directors and managed by a professional staff dedicated to promoting and encouraging appreciation for local history and historic preservation as stated and outlined in the Society's Constitution (attached hereto as Schedule A). It has the capacity to align activities, programs and operations with the Society's Constitution.
- G. The City is prepared to pay an operating grant to the Society for managing and operating the Museum in order to help broaden the community's awareness of local history and preservation as outlined in this Agreement for the benefit of Maple Ridge and area community and also made accessible to the public;

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

PART I - LEASE

Grant

- 1. The parties confirm that the City of Maple Ridge as owner of all the historic sites referred collectively as the Museum has granted a Lease to the Society of the Museum to provide curatorial, collections and interpretative work and services to the public for a term of three years commencing the 16th day of July 2019.

Cross Default

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

Parking

- 3. The City will negotiate with the Society to provide access to random (non-exclusive) parking on adjacent surface lots for staff and visitors pending availability and in accordance with its by-laws and guidelines set for similar locations and uses.

Termination

- 4. The parties agree that:
 - a. in addition to any terms of this Lease, termination of this Agreement whether by notice, effluxion of time or by operation of law shall operate as a termination of the Lease; or
 - b. if the Lease is terminated for any reason, the parties agree to negotiate a new Agreement to reflect the changed circumstances and reduced operating responsibilities for the Society under this Agreement, including reducing the amount of Operating Funds payable under this Agreement; or

- c. if this Agreement is terminated by either party, then any operating funds provided by the City pursuant to Section 5 of this Operating Agreement shall be pro-rated and any excess paid by the City shall be considered a debt due and owing to the City.

PART II – OPERATIONS AND FUNDING

Operating Funds

1. The City agrees to pay to the Society the following funds to manage and operate the Museum sites and towards the provision of heritage and archival programs and services in accordance with and subject to the terms and conditions outlined in the Agreement:
 - a. For the 2019 calendar year, an annual amount of \$198,578, to be paid in two equal installments on the first day of January and July;
 - b. For the 2020 calendar year, an annual amount of \$203,519, to be paid in two equal installments on the first day of January and July;
 - c. For the 2021 calendar year, an annual amount of \$207,589, to be paid in two equal installments on the first day of January and July.

(collectively, the “Operating Funds”)

For clarity, the calculation of the Operating Funds described above includes payment to offset the cost of storage rental for the Society’s artifacts and archives (may include a few larger Haney House artifacts from the collections) and utilities. Any new changes for the Society’s storage needs and utilities will be negotiated and approved by the City in advance of the calendar year and will be considered in the context of program priorities, budget, grant availability and other considerations. See section 6 below.

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

Conditional Entitlement

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

City’s Covenants

7. The City agrees:
 - a. to assign a staff liaison (the “Staff Liaison”) designated by the City who shall attend the meetings of the Board of Directors of the Society and the general meetings of the

Society including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Society;

- b. the Staff Liaison shall be the manager of this Agreement on behalf of the City;
- b. to also appoint one member of the Council selected by the Mayor as non-voting liaison to the Society's Board of Directors and permit the liaison to attend regular meetings of the Board of Directors on a quarterly basis;
- c. to provide to the Society advertising space in its Parks, Recreation & Culture Guide (the "Guide") equivalent to the space customarily provided for heritage programs and services in past issues of the Guide and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicize the Society's programs and services through the distribution of the Guide and any other avenues that may be available and appropriate;
- d. to provide office space in the Museum for the Society to carry on the business of the museum and community archives.
- e. to provide access to all City parks, recreation and culture facilities for the Society's heritage and archival programs approved by the City on request of the Society at no cost, waiving base rent and pending availability. The Society will be responsible for any additional expenses incurred by the City beyond base rent. For uses other than heritage programs, the City will provide access to City parks and recreation facilities other than the museum sites in accordance with current booking and scheduling policies and procedures, and to charge the Society in accordance with the current fees and charges policy (see website www.mapleridge.ca), noting that the Society shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Society will be responsible for any additional related expenses in operating a program from any of these facilities.
- f. to provide preventative maintenance and lifecycle replacement as outlined in the Museum Facility Preventative Maintenance and Lifecycle Service Guidelines, an operational guide for City assets.

Society's Covenants

8. The Society agrees with the City:

- a. to manage and operate the Museum in accordance with this Agreement and the Lease for the intended purposes of the Museum including heritage programs, archives, displays, exhibitions, social gatherings, meetings, presentations, events, rentals, museum shop, and for no other purpose save and except that which may be approved by the City from time to time. The Society will establish operating policies and procedures for its operations in line with its strategic plan;
- b. to provide the heritage, archives and cultural programs and services which will be functioning primarily within the City's geographic area of jurisdiction, within the limits of available resources including collecting, researching, exhibiting and preserving artifacts and archival materials pertaining to Maple Ridge as outlined in the Society's mission;
- c. when developing history-based programs and services, to take into consideration community building and connections to provide member heritage groups, community

groups, school district, business and individuals the opportunities to connect, link, learn together, share assets and common interests, network and co-create through history and culture where possible;

- d. to actively participate in collaborative planning opportunities and city-wide initiatives related to heritage and culture (e.g. committees for heritage/programming, cultural planning, mapping, assessments and community development) that align with City's policies, vision and goals for the community and partners at large and the Society's goals within available resources;
- e. to operate the Museum and Archives and Haney House at a level of quality similar to other communities in the Province of British Columbia which provide similar services as are included in this Agreement including being an efficient, cost effective, professional and sustainable delivery system to the community. Further the City recognizes that funding beyond the Agreement is required to undertake all programs, operations and services, however other sources of funding will not be used to duplicate services already funded by the City;
- f. to conduct surveys and evaluations and compile and analyze statistics and data on programs, services and Operations to inform and meet strategic and business planning processes, monitoring and reporting requirements;
- g. to advertise the history-based programming in the City's Arts and Recreation Guide in accordance with all deadlines and standards established by the City for the production of the Guide in addition to utilizing other appropriate advertising methods;
- h. to keep the Museum sites open to the public for a minimum of 6 hours a week (depending on the season) on a year round basis and increasing hours open to the public to five days a week during peak tourist season pending availability of volunteers, students and/or contractors. An admission fee will be determined by the Society.
- i. to include provision for appropriate levels of training and professional development opportunities for the Board of Directors, staff and volunteers of the Society within available resources in the Society's annual budget as part of best practices for a non-profit organization and in accordance with the Society's governance policy;
- j. to use good board governance practices and procedures including understanding of fiduciary duties;
- k. to apply and maintain appropriate human resources management practices for non-profit organizations of similar size, scale and scope including:
 - (i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations,
 - (ii) appropriate levels of supervision for all direct and partnered activities and programs,
 - (ii) fostering a culture of inclusivity by applying broad recruitment efforts, and professional services where appropriate.
- l. to seek funding from diverse sources including grants, sponsorships and fundraising endeavours to support operations, programs and services as part of best practices and sustainability;

- m. to acknowledge the City's support for the Society, its programs and activities as applicable in communications and promotional materials used to promote these activities and where space permits. The Society shall provide such acknowledgement by using the logos and/or names of the City of Maple Ridge in accordance with prescribed standards;
- n. to maintain the Museum and Haney House in a clean and safe condition at all times and in good working order, excepting normal wear and tear. The Society shall have exclusive and absolute care, custody and control of the Museum and the equipment contained therein during the terms of this Agreement. The Society's collection (excluding Haney House artifacts) and equipment will be disbursed as per its dissolution clause;
- o. To obtain and maintain during the term of this Agreement, at the Society's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Society, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than \$5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail, and shall name the City of Maple Ridge and the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) as additional insured parties and shall provide for cross liability and severability of interests, which means that the policy applies separately to each insured party. In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Society and the Society hereby appoints the City as the Society's lawful attorney to do all things necessary for that purpose;
- p. To annually deliver a copy of each insurance policy required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance on request by the City;
- q. To maintain its status as a Society in good standing with the Registrar of Companies for the Province of British Columbia and to function in accordance with the policy attached hereto as Schedule "C";
- r. To maintain an open membership which will ensure all citizens of Maple Ridge may become members of the Society;
- s. Not to amend the Constitution or the bylaws of the Society without first informing the City of the intended amendment;
- t. Not to suffer, permit or allow any unlawful activities or conduct or any nuisance to exist nor suffer, permit or allow any conduct or activity that is in breach of the Human Rights Code;
- u. To possess, occupy, use and operate the Museum in accordance with all the terms and conditions of any licenses issued by any governmental authority;

- v. To obtain and keep current all permits and licenses required by law to be obtained to operate the Museum and to fulfill the Society's obligations; and
- w. To permit the Staff Liaison and the City's representative's to attend meetings of the Society's Board of Directors.

Business Plan and Financial Statements

- 9. The Society must provide to the City:
 - a. a detailed business plan and a budget each year in advance of the City's business planning process (fall), for the operation of the Museum, and for the delivery of the operations, programs and activities that the City is contributing resources towards for review by the Staff Liaison (attached as Schedule B). The strategic plan and budget will be in alignment with the City's vision and goals for community partners operating civic-owned facilities and will inform the City's annual business plans;
 - b. an Annual Report presentation following the Society's AGM to the City, if requested including, at minimum:
 - c. financial statements conducted as a review engagement, however, the City shall have the right at its sole discretion and expense to carry out an audit; and
 - d. annual statistics and summary on Museum use, program and participation attendance numbers for scope of programs and services offered, volunteer information and other relevant data;
 - e. Three year comparative statistics including projected year, based on the Society's fiscal year, provided to the Staff Liaison each fall for department business planning purposes; and
 - f. A projected three year budget (e.g. 2019-2021) at the time of renewal with updates provided in a timely manner.

Indemnity

- 10. The Society will:
 - a. release the City and agrees not to sue the City in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the City to perform its obligations under this Agreement; and
 - b. indemnify, defend and save harmless the City, their elected officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits, liability, demands, actions, proceedings, costs (including legal costs), damages and expenses whatsoever, by whomsoever brought arising from:
 - (i) any breach, violation, default or non-performance by the Society of any provision of this Agreement;
 - (ii) any act, omission, or negligence of the Society, its officers, directors, members, contractors, volunteers or others of the Society

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

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

PART III – GENERAL PROVISIONS

11 The parties agree:

- a. this Agreement shall come into effect on upon execution by the parties hereto and shall expire and cease to be binding on the parties on June 30, 2022, provided that any party may terminate this Agreement upon giving 180 days' notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;
- b. the terms of this Agreement may be reviewed and revised with the mutual consent of all parties;
- c. that the City has not made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Society other than those contained in this Agreement and the Lease Agreements;
- d. nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Society;
- e. wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require.
- f. the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- g. nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Society as anything other than an independent contractor;
- h. no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;
- i. no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled unless written consent or approval relating to the specific matter has first been obtained. No prior consent or approval and no condoning, excusing or overlooking by the City of Maple Ridge on previous occasions when such consent or approval was required shall be taken to operate as a waiver of the necessity for such consent or approval wherever required;

- j. if upon the expiry of the term of this Operating Agreement on June 30, 2022, the Society continues to occupy and operate the Museum, the City may, at its discretion, continue to pay the monthly Operating Fund amounts then in effect, and upon acceptance of the same by the Society each month, this Operating Agreement shall continue to be binding on the City and the Society on a month-to-month term, and during such over holding, the notice period shall be 30 days.
- k. time shall be of the essence of this Agreement; and
- l. this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written.

THE CITY OF MAPLE RIDGE
in the presence of:

Authorized Signatory

Corporate Officer
Title

Witness

Date

Authorized Signatory

Title

THE MAPLE RIDGE HISTORICAL SOCIETY
in the presence of:

Authorized Signatory

Title

Witness

Date

Authorized Signatory

Title

Schedule "A"

Society's Constitutional Purposes

CONSTITUTION

1 The name of the Society is the "Maple Ridge Historical Society".

2 The purposes of the Society are:

(a) to provide current, former and potential residents of our community with the means to make our history their own through the collection, preservation, and sharing of our historic images, documents and artifacts;

(b) to create a sense of identity and pride both within and outside our community, preserving the past and the present for the future.

[as filed with the Registrar of Societies, August 2018]

Schedule "B"
STRATEGIC PLAN 2019-2021

Strategic Plan 2019-2021 enclosed on the following page.

1.0 Overview

The Maple Ridge Historical Society and City of Maple Ridge are partners in the operation of the Maple Ridge Museum & Archives and Haney House Museum, through an annual operating agreement and building leases. In addition, the Society manages the St Andrew's Heritage Church Hall in a separate lease agreement, with additional agreements involving the Old Post Office building in Callaghan Park and the Wharfinger's Office on Port Haney Wharf.

At Haney House, guided tours are provided on Sundays year-round, with extended summer hours dependent upon student salary funding. The permanent exhibit, featuring the belongings of the Haney family in their 1883 farmhouse, is supplemented by temporary displays and exhibits. Guided tours and Sunday afternoon teas are provided at the site, the latter by prior arrangement. Care of the object collection, including an archival collection, is performed within the operating agreement.

The Maple Ridge Museum & Archives serves as a "hub" for history-based research and interpretation throughout the city. Guided tours for visitors are provided at least two afternoons per week throughout the year, with extended summer hours dependent upon federal student funding. Tours can also be booked outside of the regular open hours. An archival collection includes over 14,000 historic photographs plus a manuscript collection of memoirs, family histories, industrial records, and organizational archives. Searchable databases of census records and cemetery records, an index to the local newspaper, plus digitized research files on a variety of topics help people access information about local and family history. Collection and care of the community's material history, including both archival and artefact collections, is part of the operating agreement with the city.

Staff members work at both institutions as needed. Because of the limited size of the Museum, much of the operation is focused on outreach initiatives which are funded through an annual Community Gaming Grant and in summer, the summer student staff. Research files are duplicated and made available at the Maple Ridge Library, themed displays of community history are presented at community events and the library throughout the year, and historical information is published on the society's website [www.mapleridgemuseum.org], in local newspapers and on a variety of social media.

Outside of its museum operations, the Society manages St Andrew's Heritage Hall as a rental venue for gatherings of up to 70 people, and the Old Post Office which is currently leased as a preschool. Outside of building based operations there is an annual program called "Music on the Wharf" which consists of four concerts to highlight local and regional musicians and the history of Port Haney on the historic venue of Port Haney Wharf.

The primary geographic focus of the society's activities is the city of Maple Ridge and its immediate neighbour communities. However, given the nature of our collections and in particular, our archives, we are routinely contacted by people from all over the world seeking information on the lives of ancestors.

It is our intent to serve all of our community from the elders to the very young with contribution and educational opportunities at every level. Our elders share their memories and stories and ultimately, cherished family belongings while the young get to develop their sense of history and the long road taken to where we are now. For people of all ages, we work to "sing the unsung" and celebrate the

pioneer families who made contributions to the growth and success of our community without achieving fame or fortune in the process.

In the past few years we have dramatically increased our visibility both locally and regionally by participating in the Vancouver regional Tourism Challenge. In addition, we have greatly increased our participation on social media – in part through the use of Hootsuite – that allows us to use student staff to generate the bulk of the posts while maintaining the ability for senior staff to fact check before posts go out.

Our challenges remain as they have been for many years – lack of staff and workspace, with workspace being the most critical. We need to make better use of the brickyard office building, using it more for office space and less for storage and processing of incoming collections.

1.1 Vision

To celebrate, honour, protect and promote the history of Maple Ridge in such a way as to make it a normal and expected part of the day to day life of our citizens. Local issues with historic roots can be placed in context for today's decision makers while the actions of today are preserved for the future. We can keep the stories of where we have been alive to inform the process of growth and expansion and to grant roots to our most recent arrivals. We can go beyond nostalgia to instill in our citizens a sense of what we have to protect and affirm.

1.2 Mission

Using the highest conservation and recording standards, we will collect, display, and interpret the complex heritage of Maple Ridge to give our stories their widest possible distribution while maintaining their integrity.

1.3 Values

- Stewardship
- Advocacy
- Practicality
- Respect
- Relevance
- Enjoyment
- Leadership
- Professionalism
- Inclusiveness
- Volunteerism

1.4 Commitments /Programs and Services

1.4.1 Collection and preservation

We are committed to the collection and preservation of the material history of Maple Ridge. We collect and care for artefacts, documents, and photographs that reflect the history of our community. Using professional documentation and conservation

standards, we preserve these materials, while providing access to them for current and future generations.

1.4.2 Access and outreach

Through programs, publications, exhibits, outreach displays, tours, and access to archival materials and research resources, we provide opportunities for the public to learn about and appreciate the community's past, present, and future.

1.4.3 Community history

We believe that knowledge of a community's past can help create a positive sense of belonging. We therefore believe in providing past, present, and potential citizens with access to historical information about the community, and in supporting people interested in undertaking their own research projects. We also act to acquire vital community records for which there is no other preservation plan in place.

1.4.4 Volunteer involvement

The work of volunteers has been instrumental in the founding, and continued operation, of Maple Ridge's museums and in the Society's other endeavours. We are committed to encouraging volunteer involvement in our operations.

1.4.5 Partnerships

We believe history and heritage is an integral part of a healthy, vibrant community. We work with partners in a variety of sectors (arts, social services, education, health, development, municipal) to integrate an appreciation of the past into all areas of the community.

1.4.6 Administration

We are committed to professional management of the heritage resources in our care and to maintaining an audit-ready financial status to allow us to continue to qualify for senior government grants and Canadian Charitable Tax status.

1.4.7 Museum Expansion

Our current facilities are insufficient for our operations, and leave no room to grow into the future. We are committed to the construction of a new facility and development of an expanded museum to provide an increased level of service to the community.

2.0 Museum Operations Strengths, Weaknesses, Opportunities, Threats

Strengths

- reputation for responsiveness and resourcefulness
- good community support
- great stories and story-tellers
- extensive outreach ties into the community
- patience in achieving our goals
- solid professional practices
- reliable volunteer commitment to our executive board, committees, museum operations and events.

- good information management and reliable provision of information services
- high profile in the community
- great relationship with local media
- demonstrated ability to gain funding from senior government sources

Weaknesses

- lack of space - only 5% of collection on display and storage areas are nearing capacity
- lack of space – staff are working on top of each other, particularly in summer.
- lack of space - little capacity for on-site programming other than tours.
- over-reliance on small regular staff - two full-time and one part-time
- no proper archival storage facility or reading room for access
- rough neighbourhood around Haney House
- dependence on experienced volunteers due to lengthy training time
- facilities currently too small to accommodate tour buses
- no access to Haney House for those with challenges to mobility.

Opportunities

- the Golden Ears provides us with access to a larger population for regional tourism.
- Heritage Walk could be developed into a heritage destination by accommodating tours and buses.
- the popularity of Heritage Gardens, like the one at Haney House
- the new K-12 curriculum for community history pens the door for research into new topics and First Nations history/prehistory
- to share more of our community stories by using all available forms of social media.
- to strengthen our historic neighbourhoods by promoting their unique and individual histories

Threats

- uncertainties of political support at the municipal level over time.
- localized lack of support in segments of the population who see themselves as living in a “bedroom community”
- uncertainty of federal funding for vital summer students
- uncertainty of Gaming funding for important programs and in particular, for PT student salaries
- uncertainties with schools with regard to field trips due to problems with collecting fees, parent drivers, and student medical needs.
- disappearing archival materials due to lack of aggressive collection program and storage/work space
- loss of object donations due to lack of storage space
- lack of security for collections in a wood frame building with no sprinkler system
- no real growth since 1984 has led to the impression of a static facility

2.0 Strategic plans**2.1 YEAR 1**

- Bring CEC position to full time by adding 14 hours of admin functions
- Recruit new members especially board members
- Investigate adding Wi-Fi to the heritage church hall to increase its usefulness.
- Accessibility alternatives brochures for Haney House
- Participate in day camps in summer and for Pro D Days

2.2 YEAR 2

- New annual event to replace Heritage Tea
- Grant for new cases for Haney House
- Add object photos and stories to Flickr sets
- Grant to repair the DARS caboose

2.3 YEAR 3

- Make database resources more accessible to the public
- Make digital archives more accessible to the public
- Teen focus – art shows, special topic tours, science of conservation
- Seniors outreach – programs for care homes

Schedule "C"

CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO AN OPERATING AGREEMENT

1. That the group maintain its status as a registered Society in good standing with the Provincial Registrar of Companies.
2. That the purposes of the Society listed in its Constitution encompass the programs and services for which the agreement is being entered into.
3. That the Society dissolution clause in its Bylaws identify that the assets of the Society shall go to a local organization with similar purposes or to the appropriate local government authority (the City of Maple Ridge) upon dissolution of the Society.
4. That the Society's Bylaws provide for any resident of Maple Ridge or Pitt Meadows of the appropriate age to become voting members of the organization at a reasonable annual cost.
5. That the Society's Bylaws provide for regular (annual) elections to the Board of Directors from the Membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). It is also recommended that the bylaws should provide for a maximum number of terms a member may serve on the Board before stepping down for at least one term.
6. That a financial review statement be presented to the City on an annual basis if the operating grant is for an amount over \$75,000 annually. If the operating grant is for a smaller amount a statement must be presented which is subject to audit at the discretion and expense of the City.
7. That a detailed annual report of the programs and services provided to the community by the Society be provided to the City.
8. That the books and records of the Society are available to the City or its representatives for inspection at any time upon 24 hours' notice having been provided requesting such notice.
9. That any changes to the Constitution or Bylaws of the Society be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.
10. That the Society prepares and presents a three year financial plan for its operations to the City on an annual basis.

Schedule "D"

ADDENDUM FOR HANEY HOUSE CURATORIAL AND INTERPRETATIVE SERVICES

1. Although the Haney House Museum collection is the property of the City, the Society will be responsible for its care, storage and display during the term of the agreement.
2. The Society will provide curatorial and interpretative services for the Haney House Museum that may include collections management, research, exhibit signage and public tours.
3. The hours of operation for Haney House Museum would follow section 8H in the Operating Agreement. However it is recognized that the House can be closed during the off season (eg. winter) for up to two months.
4. One room, off the kitchen, will be allocated for the Society to use as an office. Any furniture and equipment for staff and volunteer use will be the responsibility of the Society.
5. The Society will be responsible for telecommunications and recycling in respect of its use and occupancy of the site and day to day operations (caretaker's residence covers the garbage removal, electricity and power).
6. The City will maintain and repair or cause to be maintained, replaced or repaired Haney House Museum's structural membranes, foundations, roof, external and internal facades, flooring, windows, doors, fire alarms, alarm monitoring service, plumbing and electrical systems, lighting, HVAC systems (if applicable) and other capital items. The work may be carried out at the discretion of the City pending resources and availability.
7. This excludes any maintenance, repair or replacement as a direct or indirect result of the neglect, misuse, negligence, wrongful act or omissions of the Society and its members, officers, employees, contractors, agents, volunteers or other for whom the Society is responsible.
8. The City will be responsible to cut the grass on this heritage property and may perform other landscaping work as it sees fit and in its sole discretion.
9. The City will provide an on-site caretaker for this property with a residence in the north wing of the House.

This Lease dated for reference July 16, 2019

BETWEEN:

THE CITY OF MAPLE RIDGE, a municipality incorporated in 1874 under the laws of the Province of British Columbia, having its offices at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the Lessor)

AND:

MAPLE RIDGE HISTORICAL SOCIETY, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 116th Avenue, Maple Ridge, B.C. V2X 8Y6

(hereinafter called the Lessee)

WHEREAS:

- A. The Lessor is the registered owner in fee simple of those lands and buildings commonly known as the "Maple Ridge Museum" or the "Brickyard House and the Brickyard Office" both located at 22520 116 Avenue, Maple Ridge, B.C. Maple Ridge, B.C. (Lot 2, District Lot 401 Group 1, New Westminster District Plan 79665)

(hereinafter called the "Premises");

- B. The Lessee wishes to lease the Premises for use as a Museum and Archives, and the Lessor wishes to lease the Premises to the Lessee for heritage purpose on the terms and conditions set out in this Lease;

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Lease of Premises** - The Lessor hereby leases the Premises to the Lessee, on the terms and conditions and for the purposes set out in this Lease.
2. **Rent** - The Lessee shall pay the Lessor the prepaid rent for the Term of \$3.00 (the "Rent"), the receipt of which is hereby acknowledged by the Lessor.
3. **Term** - The term of this Lease ("Term") and the rights granted by it shall be for a period of three years beginning on July 16, 2019 and terminating on June 30, 2022, subject to earlier termination pursuant to the terms of this Lease.
4. **Lessee's Covenants** - The Lessee covenants and agrees with the Lessor as follows:
 - (a) to use the Premises only as a site for a museum and archives;
 - (b) to at all times maintain the Lessee in good standing as a non-profit society whose membership is open to the public;

- (c) not to make or construct in, on or to the Premises any alterations or other improvements (collectively, "Improvements") without obtaining the Lessor's prior written consent, and to provide to the Lessor plans showing the design and nature of construction of the proposed Improvements and their proposed location, and all such Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner in accordance with the current Zoning and Building Bylaws of the Lessor, and shall thereafter be maintained by and at the cost and expense of the Lessee, to the Lessor's satisfaction;
- (d) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Premises or to the surrounding land;
- (e) not to cause, maintain or permit anything that may be or become a nuisance or annoyance in, on or from the Premises to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind and not to use or allow the Premises in any manner that breaches any Bylaw of the Lessor;
- (f) to heat the Premises as necessary to prevent damage from frost;
- (g) to promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises, including without limitation, all taxes, duties, levies, charges and assessments, permit and license fees, administration and service fees, and telecommunications, electrical, gas, water, garbage removal, sewage disposal and other utility charges with the exception of items identified as preventative maintenance and lifecycle replacement in the operational document known as the Museum Facility Preventative Maintenance Service Guidelines. And to advise and update the Lessor on preventative maintenance issues in a timely manner;
- (h) and keep the Museum in good condition and repair and in a neat, tidy, safe, clean and sanitary condition, including without limitation all day to day maintenance to a standard befitting public facilities used for a similar purpose, at the Lessee's sole expense;
- (i) The Society shall subject to the provisions of this lease have exclusive use and occupation of the Premises and the equipment contained therein during the term of this Lease;
- (j) not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Premises but rather to dispose of the same regularly and continuously, in order to maintain the Premises in a condition befitting public facilities used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak onto the land or into, drains or sewers on or adjacent to the Premises is in compliance with all applicable laws;
- (k) to carry on and conduct its activities in, on and from the Premises in compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon or from the Premises in contravention thereof;
- (l) to observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule 'A', and such further and other rules and regulations of the Lessor, acting reasonably after consultation with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;

(m) not to assign or transfer this Lease or sublet all or any part of the Premises or to part with possession of the whole or any part of the Premises.

(n) to promptly discharge any builders' lien which may be filed against the title to the Premises relating to any work or construction which it undertakes on or to the Premises.

5. **Taxation** - The Lessee acknowledges and agrees that it is solely responsible for the payment of all property taxes and assessments levied against the Premises during the Term. The Lessee may in each year apply to the City of Maple Ridge for an exemption from taxation in accordance with the *Local Government Act* and *Community Charter* provisions in force from time to time, and may apply for financial assistance from the City of Maple Ridge. However, the Lessee acknowledges that such grants and exemptions are within the sole discretion of the City of Maple Ridge Council and cannot in any way be guaranteed or relied upon.
6. **Net Lease** - Without limiting any other provisions in this lease, the Lessee agrees that this Lease shall be net to the Lessor and the Lessee shall promptly pay when due its own account and without any variation, set off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the operation and maintenance of the Premises.
7. **Lessor's Covenants** - The Lessor covenants and agrees with the Lessee as follows:
 - (a) The Lessor will maintain and repair or cause to be maintained and repaired the Maple Ridge Museum and Brick Yard Office's structural membranes, foundation, roof, windows, doors, fire alarms, electrical, plumbing, heating, painting, machinery, security system, HVAC systems and fixtures including glass and preventative maintenance as outlined in the Museum Facility Preventative Maintenance Guidelines, an operational document.
 - (b) The Lessor will cut the grass on the property identified and may perform such other landscaping as it, in its sole discretion, sees fit.
 - (c) The Lessor will clear and remove ice and snow from those portions of the property (see Schedule B - parking lot), other than those for which the Society is responsible.
8. **Maintenance** - If during the Term the Lessee defaults in its obligations to maintain the day to day maintenance on the Premises and all Improvements, the Lessor may give written notice specifying the respect in which such maintenance is deficient, and the Lessee shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Lessee has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Lessor, the Lessor may enter upon the Premises and perform such maintenance as is in the Lessor's opinion required, at the sole cost and expense of the Lessee, plus such additional charges as may then be applicable in accordance with the policies of the Lessor for administration and overhead, provided that nothing in this section requires the Lessor to perform any maintenance during the Term;
9. Such expenditure of the Lessor shall be payable to the Lessor by the Lessee within thirty days of such expenditure by the Lessor, as rent owing and due, and may be collected by the Lessor in the same manner and with the same remedies as rent in arrears.
10. **Condition at End of Term** - Upon the expiration or earlier termination of this Lease, the Lessee shall leave the Premises in a clean, neat and sanitary condition satisfactory to the Lessor.

11. If the Lessee fails to leave the Premises in the condition required by this Lease, the Lessor may do so on behalf of the Lessee and the Lessee shall forthwith on written demand, compensate the Lessor for all such costs incurred by the Lessor.

12. All alterations to or leasehold improvements made in or upon the Premises after the commencement of the Term shall immediately upon termination of the Lease become the Lessor's sole property without any compensation to the Lessee. Except to the extent otherwise expressly agreed by the Lessor in writing, no leasehold improvements shall be removed by the Lessee from the Premises during the Term except that the Lessee may at the end of the Term remove its trade fixtures. The Lessee shall, in the case of every removal, either during or at the end of the Term, make good any damage caused to the Premises by the installation and removal.

13. **Acknowledgment and Agreements of the Lessee** - The Lessee acknowledges and agrees that:

- (a) the Lessor has given no representations or warranties with respect to the Premises, including without limitation with respect to the suitability of the Premises for the Lessee's intended use for the Premises;
- (b) the Lessee has the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease; and
- (c) the Lessee leases the Premises on an as is basis and the Lessor has not made any representations, warranties or agreements as to the condition of the Premises.

14. **Quiet Possession** - The Lessor covenants and agrees with the Lessee to permit the Lessee, so long as the Lessee is not in default of the Lessee's obligations under this Lease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the Lessor or those claiming by, from or under the Lessor except as expressly provided in this Lease.

15. **Indemnity** - Notwithstanding any other provisions of the Lease, the Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Lessee to be fulfilled, kept, observed or performed;
- (b) any damage to property arising out of the Lessee's use and occupation of the Premises; and
- (c) any injury to person or persons, including death, occurring in or about the Premises,

and this indemnity shall survive the Term.

16. The Lessee agrees that the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its employees, invitees, or licensees or any other person in, on or about the Premises unless resulting from an act of gross negligence on the part of the Lessor, but in no other event shall the Lessor be liable:

- (a) for any damage caused by steam, water, rain or snow which may leak into, or flow from any part of the Premises or from the pipes or plumbing works thereof or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring; or

- (b) for any act or omission on the part of any agent, contractor or person from time to time employed by the Lessee to perform services, supervision or any other work in or about the Premises.

17. Insurance by Lessee - The Lessee shall obtain and maintain for the Term:

- (a) a policy of Comprehensive General Liability insurance in an amount of at least Five Million (\$5,000,000.00) per occurrence, which insurance shall include the City of Maple Ridge and School District #42 as named insured; and
- (b) a policy of insurance in respect of fire and such other perils, including sprinkler leakage as are from time to time defined in a standard commercial all-risk insurance policy covering all of the Lessee's trade fixtures and the furniture and equipment and all other contents of the Premises and plate glass insurance in an amount equal to the replacement cost thereof; which insurance shall include the City of Maple Ridge and School District #42 as named insured.

18. All insurance required to be maintained by the Lessee shall be on terms approved by the Lessor and by the Lessor's primary Insurer and with insurers satisfactory to the Lessor and its insurer. Such insurers shall provide to the Lessor thirty (30) days prior written notice of cancellation or material alteration of terms of any insurance approved by the Lessor as herein provided. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee shall fail to take out, renew and keep in force such insurance, the Lessor may do so as the agent of the Lessee and the Lessee shall pay to the Lessor any amounts paid by the Lessor as premiums forthwith upon demand.

19. Insurance by Lessor

- (a) The Lessor shall insure and keep insured the Premises to its full replacement value, for the Term, all buildings, structures, fixtures and equipment of the Premises (other than the Lessee's trade fixtures and contents) against loss or damage by fire and against loss by such other insurable hazards as it may from time to time reasonably require.
- (b) The Lessee shall not omit or permit upon the Premises anything which would cause the Lessor's cost of insurance (whether fire or liability) to be increased (and, without waiving the foregoing prohibition the Lessor may demand, and the Lessee shall pay to the Lessor upon demand the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

20. **Lessor's Representative** - A Staff Liaison will be designated as the Lessor's Representative for the purposes of this Lease and in their absence the Director of Parks and Facilities will act as the designate.

21. **Additions to Premises** - The Lessor may from time to time during the Term add or extend the Premises and to lease such extensions or additions to third parties. In exercising such rights, the Lessor agrees to have prior consultation with the Lessee and to put the Lessee to no unnecessary inconvenience and not to unreasonably interfere with the Lessee's use of the Premises.

22. **Holding Over** - If at the expiration of the Lease the Lessee shall hold over for any reason, the tenancy of the Lessee thereafter shall be from month to month only and shall be subject to all terms and

conditions of this Lease, except as to duration, in the absence of written agreement between the Lessor and the Lessee to the contrary.

23. **Right of Entry** - The Lessor or its authorized representative may enter the Premises at all reasonable times for the purposes of inspection of the Premises.
24. **Strict Performance** - The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.
25. **Discretionary Terminations** - Despite Section 4 of the lease, the Lessor may at its sole discretion terminate this lease by providing 6 months written notice to the Lessee of termination. At the end of the notice period, the Lessee shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Premises and the Lessor may forthwith re-enter the Premises and repossess and enjoy the same.
26. **Distress** - If and whenever the Lessee shall be in default of the payment of any money, whether hereby expressly reserved or deemed as Rent or any part thereof, the Lessor may without notice or any form of legal process whatsoever, enter upon the Premises and seize, remove and sell the Lessee's goods, chattels and equipment therefrom and seize, remove and sell any goods, chattels and equipment at any place to which the Lessee or any other person may have removed them in the same manner as if they had remained and been distrained upon the Premises, notwithstanding any rule of law or equity to the contrary, and the Lessee Hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Lessor's right of distress.
27. **Termination for Breach** - If and whenever the Lessee:
- (a) Is in default of payment of rent for a period longer than thirty days after receipt of written notice from the Lessor to pay the same;
 - (b) Is in default in performance of any of the covenants herein and has not remedied the default within thirty days of written notice from the Lessor;
 - (c) Ceases to be a society in good standing under the laws of British Columbia and has not been restored to such status within thirty days of written notice from the Lessor;
 - (d) Amends its constitution and bylaws to limit membership of the general public without the approval of the Lessor;
 - (e) Becomes insolvent or bankrupt or the lease is seized in execution;
 - (f) Abandons the Premises, vacates the Premises for a period longer than thirty days;
 - (g) The Premises are damaged or destroyed to the extent that in the sole discretion of the Lessor, it will take longer than three months to restore;

The Lessor may forthwith on written notice terminate this lease and re-enter the Premises without any other notice or form of legal process and repossess and enjoy the same as of its former estate.

28. Additional Rights - In addition to all rights and remedies of the Lessor available to it in the event of any default by the Lessee under this Lease or otherwise, the Lessor:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Lessee, and in so doing may make any payments due or alleged to be due by the Lessee to third parties and may enter upon the Premises to do any work or other things therein and in such event all expenses of the Lessor in remedying or attempting to remedy such default shall be payable by the Lessee to the Lessor forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any nonpayment by the Lessee of any amounts payable by the Lessee under any provision of this Lease as the case of a non-payment of Rent;
- (c) if the Lessee fails to pay any sum promptly when due, shall be entitled, upon demand, to interest on such amount at the rate charged and published from time to time by the main branch of the Lessor's bank, as its most favourable rate of interest to its most creditworthy and substantial commercial customers commonly known as its "prime rate", from the date upon which the same was due until the date of actual payment; and
- (d) whenever the Lessor becomes entitled to re-enter the Premises under any provision of this Lease, the Lessor in addition to all other rights it may have shall have the right as agent of the Lessee to enter the Premises and re-let them and to receive the rent, and as the agent of the Lessee to take possession of any furniture owned by the Lessee and to sell the same at public or private sale without notice and to apply the proceeds and any rent derived from re-letting the Premises upon account of the rent due and to become due under this Lease and the Lessee shall be liable to the Lessor for the deficiency, if any.

29. Rights Non-Exclusive - All rights and remedies of the Lessor are intended to be cumulative and not alternative, and the express provisions as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or the general law.

30. Entire Agreement - The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease, and that this Lease is the entire agreement between the parties respecting its subject matter.

31. Governing Law - This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

32. Severance - Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

33. Time of Essence - Time is of the essence of this Lease.

34. **Notice** - Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if served personally upon an officer of the party for whom it is intended or mailed by prepaid registered post and in the case of the Lessor addressed to:

The City of Maple Ridge
11995 Haney Place,
Maple Ridge, British Columbia V2X 6A9
Attention: Arts and Community Connections Recreation Manager

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society
C/O The Maple Ridge Museum,
22520 116th Avenue, Maple Ridge, B.C.
V2X 8Y6

The date of the receipt of such notice shall be deemed conclusively to be the day of service if such notice is served personally, or if mailed, forty-eight (48) hours after such mailing.

35. **Enurement** - This Lease enures to the benefit of and is binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.
36. **Reference** - Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

CITY OF MAPLE RIDGE by its authorized signatory:

Corporate Officer

Date: _____

The MAPLE RIDGE HISTORICAL SOCIETY by its authorized signatories:

Erica Williams, President

Title

Val Patenaude, Executive Director

Title

Date: _____

SCHEDULE "A"

The Lease made between

The City of Maple Ridge, as Lessor, and

The Maple Ridge Historical Society, as Lessee

RULES AND REGULATIONS

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

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

SCHEDULE "B"

Map showing the area of property for ice and snow removal as per section 6 in the Lease Agreement (parking lot only as highlighted and demarked). Sidewalks and entrances to the Museum site would be the responsibility of the Society.



This Lease dated for reference July 16, 2019, is

BETWEEN:

THE CITY OF MAPLE RIDGE, Municipality incorporated in 1874 under the laws of the Province of British Columbia, having its offices at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the Lessor)

AND:

MAPLE RIDGE HISTORICAL SOCIETY, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 116th Avenue, Maple Ridge, B.C. V2X 8Y6

(hereinafter called the "Lessee")

GIVEN THAT:

A. The Lessor is the registered owner in fee simple of the Lands described as:

Lot 4 of Block 1, District lot 398, Group1, Plan 59018, New Westminster District upon which St Andrew's Church (the "Church") is situate;

(hereinafter the Lands and Church are collectively called the "Premises");

B. The Lessee wishes to lease the Premises for use as a Heritage Hall, and the Lessor wishes to lease the Premises to the Lessee for heritage purposes on the terms and conditions set out in this Lease;

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Lease of Premises** - The Lessor hereby leases the Premises to the Lessee on the terms and conditions and for the purposes set out in this Lease.
2. **Rent** - The Lessee shall pay the Lessor the prepaid rent for the Term of \$3.00 (the "Rent"), the receipt of which is hereby acknowledged by the Lessor.
3. **Term** - The term of this Lease ("Term") and the rights granted by it shall be for a period of three years beginning on July 16, 2019 and terminating on June 30, 2022, subject to earlier termination pursuant to the terms of this Lease.
4. **Lessee's Covenants** - The Lessee covenants and agrees with the Lessor as follows:
 - (a) to use the Premises as a site for a rental hall and to conduct Historical Society Business.
 - (b) to at all times maintain the Lessee in good standing as a non-profit society whose membership is open to the public;
 - (c) not to make or construct in, on or to the Premises any alterations or other improvements (collectively, "Improvements") without obtaining the Lessor's prior written consent, and to provide

to the Lessor plans showing the design and nature of construction of any proposed Improvements and their proposed location, and all such Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner in accordance with the current Zoning and Building Bylaws of the Lessor, and shall thereafter be maintained by and at the cost and expense of the Lessee, to the Lessor's satisfaction;

- (d) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Premises or to the surrounding land;
- (e) not to cause, maintain or permit anything that may be or become a nuisance or annoyance in, on or from the Premises to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind and not to use or allow the Premises in any manner that breaches any Bylaw of the Lessor;
- (f) to heat the Church as necessary to prevent damage from frost;
- (g) to promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises , including without limitation, all taxes, duties, levies, charges and assessments, permit and license fees, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges;
- (h) keep the Church in good condition and repair and a neat, tidy, safe, clean and sanitary condition, including without limitation all day to day maintenance and repairs to the structure, electrical, plumbing, heating, air conditioning, machinery, equipment facilities, interior painting, and fixtures including glass to a standard befitting public facilities used for a similar purpose, at the Lessee's sole expense;
- (i) The Society shall have exclusive use and occupation of the Premises and the equipment contained therein during the terms of this agreement. Equipment and facility operating maintenance, minor repairs, garbage, grass/lawn cutting, snow removal and equipment replacement shall be the responsibility of the Society;
- (j) Structural Church repairs approved by the Lessor, and roofing and replacement of heating, plumbing, air, electrical and ventilating systems, exterior painting and floor replacements approved by the Lessor shall be funded by the Lessor;
- (k) not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Premises but rather to dispose of the same regularly and continuously, in order to maintain the Premises in a condition befitting public facilities used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak onto the land or into, drains or sewers on or adjacent to the Premises is in compliance with all applicable laws;
- (l) to carry on and conduct its activities in, on and from the Premises in compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon or from the Premises in contravention thereof;
- (m) to observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule 'A', and such further and other rules and regulations of the Lessor, acting reasonably after consultation

with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;

(n) not to assign or transfer this Lease or sublet all or any part of the Premises or to part with possession of the whole or any part of the Premises;

(o) to promptly discharge any builders' lien which may be filed against the title to the Premises relating to any work or construction which it undertakes on or to the Premises.

5. **Taxation** - The Lessee acknowledges and agrees that it is solely responsible for the payment of all property taxes and assessments levied against the Premises during the Term. The Lessee may in each year apply to the City of Maple Ridge for an exemption from taxation in accordance with the *Local Government Act* and *Community Charter* provisions in force from time to time, and may apply for financial assistance from the City of Maple Ridge. However, the Lessee acknowledges that such grants and exemptions are within the sole discretion of the City of Maple Ridge Council and cannot in any way be guaranteed or relied upon.
6. **Net Lease** - Without limiting any other provisions in this Lease, the Lessee agrees that this Lease shall be net to the Lessor and the Lessee shall promptly pay when due its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the operation and maintenance of the Premises.
7. **Maintenance** - If during the Term the Lessee defaults in its obligations to maintain the Premises and all Improvements, the Lessor may give written notice specifying the respect in which such maintenance is deficient, and the Lessee shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Lessee has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Lessor, the Lessor may enter upon the Premises and perform such maintenance as is in the Lessor's opinion required, at the sole cost and expense of the Lessee, plus such additional charge as may then be applicable in accordance with the policies of the Lessor for administration and overhead, provided that nothing in this section requires the Lessor to perform any maintenance during the Term.
8. Such expenditure of the Lessor shall be payable to the Lessor by the Lessee as rent owing and due, and may be collected by the Lessor in the same manner and with the same remedies as rent in arrears.
9. **Condition at End of Term** - Upon the expiration or earlier termination of this Lease, the Lessee shall leave the Premises in a clean, neat and sanitary condition satisfactory to the Lessor.
10. If the Lessee fails to leave the Premises in the condition required by this Lease, the Lessor may do so on behalf of the Lessee and the Lessee shall, on demand, compensate the Lessor for all costs incurred by the Lessor.
11. All alterations to or leasehold improvements made in or upon the Premises after the commencement of the Term shall immediately upon termination of the Lease become the Lessor's sole property without any compensation to the Lessee. Except to the extent otherwise expressly agreed by the Lessor in writing, no leasehold improvements shall be removed by the Lessee from the Premises during the Term except that the Lessee may at the end of the Term remove its trade fixtures. The Lessee shall, in the case of every removal, either during or at the end of the Term, make good any damage caused to the Premises by the installation and removal.
12. **Acknowledgment and Agreements of the Lessee** - The Lessee acknowledges and agrees that:

- (a) the Lessor has given no representations or warranties with respect to the Premises, including without limitation with respect to the suitability of the Premises for the Lessee's intended use for the Premises;
- (b) the Lessee has the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease; and
- (c) the Lessee leases the Premises on an as is basis and the Lessor has not made any representations, warranties or agreements as to the condition of the Premises.

13. **Quiet Possession** - The Lessor covenants and agrees with the Lessee to permit the Lessee, so long as the Lessee is not in default of the Lessee's obligations under this Lease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the Lessor or those claiming by, from or under the Lessor except as expressly provided in this Lease.

14. **Indemnity** - Notwithstanding any other provisions of the Lease, the Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Lessee to be fulfilled, kept, observed or performed;
- (b) any damage to property arising out of the Lessee's use and occupation of the Premises; and
- (c) any injury to person or persons, including death, occurring in or about the Premises;

and this indemnity shall survive the Term.

15. The Lessee agrees that the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its employees, invitees, or licensees or any other person in, on or about the Premises unless resulting from the actual fault or negligence of the Lessor, but in no event shall the Lessor be liable:

- (a) for any damage caused by steam, water, rain or snow which may leak into, or flow from any part of the Premises or from the pipes or plumbing works thereof or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring; or
- (b) for any act or omission on the part of any agent, contractor or person from time to time employed by the Lessee to perform services, supervision or any other work in or about the Premises.

16. **Insurance by Lessee** - The Lessee shall obtain and maintain for the Term:

- (a) a policy of Comprehensive General Liability insurance in an amount of at least Five Million (\$5,000,000.00) per occurrence, which insurance shall include the City of Maple Ridge and School District #42 as named insured; and
- (b) a policy of insurance in respect of fire and such other perils, including sprinkler leakage as are from time to time defined in a standard commercial all-risk insurance policy covering all of the Lessee's trade fixtures and the furniture and equipment and all other contents of the Premises and plate glass insurance in an amount equal to the replacement cost thereof;

which insurance shall include the City of Maple Ridge and School District #42 as named insured.

17. All insurance required to be maintained by the Lessee shall be on terms and with insurers satisfactory to the Lessor and shall provide that such insurers shall provide to the Lessor thirty (30) days prior written notice of cancellation or material alteration of such terms. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee shall fail to take out, renew and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall pay to the Lessor as rent any amounts paid by the Lessor as premiums forthwith upon demand.

18. Insurance by Lessor

(a) The Lessor shall insure and keep insured the Premises to its full replacement value, for the Term, all buildings, structures, fixtures and equipment of the Premises (other than the Lessee's trade fixtures and contents) against loss or damage by fire and against loss by such other insurable hazards as it may from time to time reasonably require.

(b) The Lessee shall not omit or permit upon the Premises anything which would cause the Lessor's cost of insurance (whether fire or liability) to be increased (and, without waiving the foregoing prohibition the Lessor may demand, and the Lessee shall pay to the Lessor upon demand the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

19. **Lessor's Representative** - The Arts and Community Connections Recreation Manager will be designated as the Lessor's Representative for the purposes of this Lease and in their absence the Director of Parks and Facilities will act as the designate.

20. **Additions to Premises** - The Lessor may from time to time during the Term add or extend the Premises and to lease such extensions or additions to third parties. In exercising such rights, the Lessor agrees to have prior consultation with the Lessee and to put the Lessee to no unnecessary inconvenience and not to unreasonably interfere with the Lessee's use of the Premises.

21. **Holding Over** - If at the expiration of the Lease the Lessee shall hold over for any reason, the tenancy of the Lessee thereafter shall be from month to month only and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of written agreement between the Lessor and the Lessee to the contrary.

22. **Right of Entry** - The Lessor or its authorized representative may enter the Premises at all reasonable times for the purposes of inspection of the Premises.

23. **Strict Performance** - The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.

24. **Discretionary Terminations** - Despite section 3 of the lease, the Lessor may at its sole discretion terminate this lease by providing 6 months written notice to the Lessee of termination. At the end of the

notice period, the Lessee shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Premises and the Lessor may forthwith re-enter the Premises and repossess and enjoy the same.

25. Termination for Breach - If and whenever the Lessee:

- (a) Is in default of payment of rent for a period longer than thirty days after receipt of written notice from the Lessor to pay the same;
- (b) Is in default in performance of any of the covenants herein and has not remedied the default within thirty days of written notice from the Lessor;
- (c) Ceases to be a society in good standing under the laws of British Columbia and has not been restored to such status within thirty days of written notice from the Lessor;
- (d) Amends its constitution and bylaws to limit membership of the general public without the approval of the Lessor;
- (e) Becomes insolvent or bankrupt or the lease is seized in execution;
- (f) Abandons the Premises, vacates the Premises for a period longer than thirty days;
- (g) The Premises are damaged or destroyed to the extent that in the sole discretion of the Lessor, it will take longer than three months to restore;

The Lessor may forthwith on written notice terminate this lease and re-enter the Premises without any other notice or form of legal process and repossess and enjoy the same as of its former estate.

26. Additional Rights - In addition to all rights and remedies of the Lessor available to it in the event of any default by the Lessee under this Lease or otherwise, the Lessor:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Lessee, and in so doing may make any payments due or alleged to be due by the Lessee to third parties and may enter upon the Premises to do any work or other things therein and in such event all expenses of the Lessor in remedying or attempting to remedy such default shall be payable by the Lessee to the Lessor forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any nonpayment by the Lessee of any amounts payable by the Lessee under any provision of this Lease as the case of a nonpayment of Rent;
- (c) if the Lessee fails to pay any sum promptly when due, shall be entitled, upon demand, to interest on such amount at the rate charged and published from time to time by the main branch of the Lessor's bank, as its most favourable rate of interest to its most creditworthy and substantial commercial customers commonly known as its "prime rate", from the date upon which the same was due until the date of actual payment; and
- (d) whenever the Lessor becomes entitled to reenter the Premises under any provision of this Lease, the Lessor in addition to all other rights it may have shall have the right as agent of the Lessee to enter the Premises and re-let them and to receive the rent, and as the agent of the Lessee to take possession of any furniture owned by the Lessee and to sell the same at public or private sale without notice and to apply the proceeds and any rent derived from

re-letting the Premises upon account of the rent due and to become due under this Lease and the Lessee shall be liable to the Lessor for the deficiency, if any.

27. **Rights Non-Exclusive** - All rights and remedies of the Lessor are intended to be cumulative and not alternative, and the express provisions as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or the general law.
28. **Entire Agreement** - The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease, and that this Lease is the entire agreement between the parties respecting its subject matter.
29. **Governing Law** - This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
30. **Severance** - Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
31. **Time of Essence** - Time is of the essence of this Lease.
32. **Notice** - Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if served personally upon an officer of the party for whom it is intended or mailed by prepaid registered post and in the case of the Lessor addressed to:

The City of Maple Ridge
11995 Haney Place,
Maple Ridge, British Columbia V2X 6A9
Attention: Arts and Community Connections Recreation Manager

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society
C/O The Maple Ridge Museum,
22520 116th Avenue, Maple Ridge, B.C. V2X 8Y6

The date of the receipt of such notice shall be deemed conclusively to be the day of service if such notice is served personally, or if mailed, forty-eight (48) hours after such mailing.

33. **Enurement** - This Lease enures to the benefit of and is binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.
34. **Reference** - Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

CITY OF MAPLE RIDGE by its authorized signatory:

Corporate Officer

Date: _____

The MAPLE RIDGE HISTORICAL SOCIETY by its authorized signatories:

Erica Williams, President

Title

Val Patenaude, Executive Director

Title

Date: _____

SCHEDULE "A"

The Lease made between

The City of Maple Ridge, as Lessor, and

The Maple Ridge Historical Society, as Lessee

RULES AND REGULATIONS

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

1. The Lessee shall not permit access to main header ducts, janitors and electrical closets and other necessary means of access to mechanical, electrical and other facilities to be obstructed by the placement of furniture or otherwise. The Lessee shall not place any additional locks or other security devices upon any doors of the Premises without immediately notifying the Lessor and subject to any conditions imposed by the Lessor for the maintenance of necessary access.
2. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Lessor to enforce them or create any liability of the Lessor for their non-enforcement.
3. The Lessor shall be granted free use of and access to the facility at all times pending availability.

This Lease dated for reference July 16, 2019, is

BETWEEN:

THE CITY OF MAPLE RIDGE, a Municipality incorporated in 1874 under the laws of the Province of British Columbia, having its offices at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(hereinafter referred to as the Lessor or the City)

AND:

MAPLE RIDGE HISTORICAL SOCIETY, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 116th Avenue, Maple Ridge, B.C., V2X 8Y6

(hereinafter called the "Society" OR the "Lessee")

GIVEN THAT:

- A. The Lessor is the registered owner in fee simple of those lands commonly known as "Callaghan Park" located at 22375 Callaghan Avenue, Maple Ridge, B.C. and on land legally described as:

That portion of Lot 14, Block 6, District Lot 398, Group 1, Plan 155, New Westminster District, being approximately 1,800 square feet in area (45' x 40') and outlined in black on Map No. 283, attached hereto and marked Schedule "A" forming part of Maple Ridge Zone Amending By-law 2764 - 1980.

(hereinafter referred to as the "Land")

- B. The Lessee wishes to lease the Land for the purpose of placing a building (hereinafter referred to as the "Old Post Office"), and the Lessor wishes to lease the Land to the Lessee for this purpose on the terms and conditions set out in this Lease;

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Lease of Land** - The Lessor hereby leases the Land to the Lessee on the terms and conditions and for the purposes set out in this Lease.
2. **Rent** - The Lessee shall pay the Lessor the prepaid rent for the Term of \$3.00 (the "Rent"), the receipt of which is hereby acknowledged by the Lessor.
3. **Term** - The term of this Lease ("Term") and the rights granted by it shall be for a period three years beginning on July 16, 2019 and terminating on June 30, 2022, subject to earlier termination pursuant to the terms of this Lease.
4. **Lessee's Covenants** - The Lessee covenants and agrees with the Lessor as follows:
 - (a) to use the Land only as a site for the "Old Post Office Preschool";

- (b) It is hereby acknowledged that the Lessee is and remains the owner of the building known as the "Old Post Office" and that at the termination of this lease, the Lessee must remove the Old Post Office but only to another site within the City of Maple Ridge and which is acceptable to the Lessor;
- (c) To comply with and maintain the Old Post Office Building to all standards and requirements required by law including the bylaws of the City of Maple Ridge and without limitation, health, fire, zoning and building regulations and maintenance requirements;
- (d) to comply with all health, safety, fire, zoning building and other requirements authorized by law and specifically to upgrade the aforesaid "Old Post Office" building to all Municipal standards;
- (e) not to make or construct in, on or to the Land any alterations or other improvements (collectively, "Improvements") without obtaining the Lessor's prior written consent, and to provide to the Lessor plans showing the design and nature of construction of the proposed Improvements and their proposed location, and all such Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner, and shall thereafter be maintained by and at the cost and expense of the Lessee, to the Lessor's satisfaction;
- (f) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Premises or to the surrounding land;
- (g) not to cause, maintain or permit anything that may be or become a nuisance or annoyance in, on or from the Premises or Land to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind;
- (h) to promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises and Land, including without limitation, all taxes, duties, levies, charges and assessments, permit and license fees, repair and maintenance costs, administration and service fees, grass/lawn cutting, snow removal, telephone, electrical, gas, water, garbage, sewage disposal and other utility charges;
- (i) to repair and maintain the Old Post Office and the Land in good condition and repair and a neat, tidy, safe, clean and sanitary condition, including without limitation all day to day maintenance and repairs to the structural, electrical, plumbing, heating, air conditioning, machinery, equipment, facilities and fixtures to a standard befitting public facilities used for a similar purpose, at the Lessee's sole expense;
- (j) not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Land but rather to dispose of the same regularly and continuously, in order to maintain the Land in a condition befitting public facilities used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak onto the land or into, drains or sewers on or adjacent to the Premises is in compliance with all applicable laws;
- (k) to carry on and conduct its activities in, on and from the Old Post Office in compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon the Land or from the Old Post Office in contravention thereof;
- (l) to observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule 'A', and

such further and other rules and regulations of the Lessor, acting reasonably after consultation with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;

- (m) not to assign this lease to others and may only sub-let with the written permission of the City which permission will be at the absolute discretion of the Lessor;
- (n) to promptly discharge any builders' lien which may be filed against the title to the Premises or Land relating to any work or construction which it undertakes on or to the Premises.

5. **Taxation** - The Lessee acknowledges and agrees that it is solely responsible for the payment of all property taxes and assessments levied against the Land and the Old Post Office during the Term. The Lessee may in each year apply to the City of Maple Ridge for an exemption from taxation in accordance with the *Local Government Act* and *Community Charter* provisions in force from time to time, and may apply for financial assistance from the City of Maple Ridge. However, the Lessee acknowledges that such grants and exemptions are within the sole discretion of the City of Maple Ridge Council and cannot in any way be guaranteed or relied upon.
6. **Net Lease** - Without limiting any other provisions in this Lease, the Lessee agrees that this Lease shall be net to the Lessor and the Lessee shall promptly pay when due its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the operation and maintenance of the Old Post Office and the Land.
7. **Maintenance** - If during the Term the Lessee defaults in its obligations to maintain the Premises and all Improvements, the Lessor may give written notice specifying the respect in which such maintenance is deficient, and the Lessee shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Lessee has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Lessor, the Lessor may enter upon the Land and the Old Post Office and perform such maintenance as is in the Lessor's opinion required, at the sole cost and expense of the Lessee, plus such additional charge as may then be applicable in accordance with the policies of the Lessor for administration and overhead, provided that nothing in this section requires the Lessor to perform any maintenance during the Term.
8. Such expenditure of the Lessor shall be payable to the Lessor by the Lessee as rent owing and due, and may be collected by the Lessor in the same manner and with the same remedies as rent in arrears.
9. **Condition at End of Term** - Upon the expiration or earlier termination of this Lease, the Lessee shall leave the Land in a clean, neat and sanitary condition satisfactory to the Lessor.
10. If the Lessee fails to leave the Land in the condition required by this Lease, the Lessor may do so on behalf of the Lessee and the Lessee shall, on demand, compensate the Lessor for all costs incurred by the Lessor.
11. All alterations to or leasehold improvements made in or upon the Land after the commencement of the Term shall immediately upon termination of the Lease become the Lessor's sole property (with the exception of the "The Old Post Office") without any compensation to the Lessee. Except to the extent otherwise expressly agreed by the Lessor in writing, no leasehold improvements shall be removed by the Lessee from the Land during the Term except that the Lessee may at the end of the Term remove its trade fixtures. The Lessee shall, in the case of every removal, either during or at the end of the Term, make good any damage caused to the Premises by the installation and removal.

12. Acknowledgment and Agreements of the Lessee - The Lessee acknowledges and agrees that:

- (a) the Lessor has given no representations or warranties with respect to the Land, including without limitation with respect to the suitability of the Land for the Lessee's intended use for the land;
- (b) the Lessee has the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease; and
- (c) the Lessee leases the Land on an as is basis and the Lessor has not made any representations, warranties or agreements as to the condition of the Land.

13. Quiet Possession - The Lessor covenants and agrees with the Lessee to permit the Lessee, so long as the Lessee is not in default of the Lessee's obligations under this Lease, to peaceably possess and enjoy the Land for the Term, without interference or disturbance from the Lessor or those claiming by, from or under the Lessor except as expressly provided in this Lease.

14. Indemnity - Notwithstanding any other provisions of the Lease, the Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Lessee to be fulfilled, kept, observed or performed;
- (b) any damage to land arising out of the Lessee's use and occupation of the Premises; and
- (c) any injury to person or persons, including death, occurring in or about the Premises and Land, and this indemnity shall survive the Term.

15. The Lessee agrees that the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its employees, invitees, or licensees or any other person in, on or about the Premises unless resulting from the actual fault or negligence of the Lessor, but in no event shall the Lessor be liable:

- (a) for any damage caused by steam, water, rain or snow which may leak into, or flow from any part of the Land or Premises or from the pipes or plumbing works thereof or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring; or
- (b) for any act or omission on the part of any agent, contractor or person from time to time employed by the Lessee to perform services, supervision or any other work in or about the Premises or Land.

16. Insurance by Lessee - The Lessee shall obtain and maintain for the Term:

- (a) a policy of Comprehensive General Liability insurance in an amount of at least Five Million (\$5,000,000.00) per occurrence, which insurance shall include the City of Maple Ridge and School District #42 as named insured; and
- (b) a policy of insurance in respect of fire and such other perils, including sprinkler leakage as are from time to time defined in a standard commercial all-risk insurance policy covering all of the Lessee's trade fixtures and the furniture and equipment and all other contents of the Premises

and plate glass insurance in an amount equal to the replacement cost thereof; which insurance shall include the City of Maple Ridge and School District #42 as named insured.

17. All insurance required to be maintained by the Lessee and tenant (s) shall be on terms and with insurers satisfactory to the Lessor and shall provide that such insurers shall provide to the Lessor thirty (30) days prior written notice of cancellation or material alteration of such terms. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee or tenant (s) shall fail to take out, renew and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall repay to the Lessor any amounts paid by the Lessor as premiums forthwith upon demand.

18. Insurance by Lessor

(a) The Lessee shall not omit or permit upon the Premises anything which would cause the Lessor's cost of insurance (whether fire or liability) to be increased (and, without waiving the foregoing prohibition the Lessor may demand, and the Lessee shall pay to the Lessor upon demand the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

19. **Lessor's Representative** - The Arts and Community Connections Recreation Manager will be designated as the Lessor's Representative for the purposes of this Lease and in their absence the Director of Parks and Facilities will act as the designate.

20. **Holding Over** - If at the expiration of the Lease the Lessee shall hold over for any reason, the tenancy of the Lessee thereafter shall be from month to month only and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of written agreement between the Lessor and the Lessee to the contrary.

21. **Right of Entry** - The Lessor or its authorized representative may enter the Premises or Land at all reasonable times for the purposes of inspection of the Premises or Land.

22. **Strict Performance** - The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.

23. **Discretionary Terminations** - Despite section 3 of the lease, the Lessor may at its sole discretion terminate this lease by providing 6 months written notice to the Lessee of termination. At the end of the notice period, the Lessee shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Land and the Lessor may forthwith re-enter the Land and repossess and enjoy the same.

24. **Termination for Breach** - If and whenever the Lessee:

(a) Is in default of payment of rent for a period longer than thirty days after receipt of written notice from the Lessor to pay the same;

- (b) Is in default in performance of any of the covenants herein and has not remedied the default within thirty days of written notice from the Lessor;
- (c) Ceases to be a society in good standing under the laws of British Columbia and has not been restored to such status within thirty days of written notice from the Lessor;
- (d) Amends its constitution and bylaws to limit membership of the general public without the approval of the Lessor;
- (e) Becomes insolvent or bankrupt or the lease is seized in execution;
- (f) Abandons the Premises, vacates the Premises for a period longer than thirty days;
- (g) The Premises are damaged or destroyed to the extent that in the sole discretion of the Lessor, it will take longer than three months to restore;

The Lessor may forthwith on written notice terminate this lease and re-enter the Premises without any other notice or form of legal process and repossess and enjoy the same as of its former estate.

25. Additional Rights - In addition to all rights and remedies of the Lessor available to it in the event of any default by the Lessee under this Lease or otherwise, the Lessor:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Lessee, and in so doing may make any payments due or alleged to be due by the Lessee to third parties and may enter upon the Land to do any work or other things therein and in such event all expenses of the Lessor in remedying or attempting to remedy such default shall be payable by the Lessee to the Lessor forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any nonpayment by the Lessee of any amounts payable by the Lessee under any provision of this Lease as the case of a nonpayment of Rent;
- (c) if the Lessee fails to pay any sum promptly when due, shall be entitled, upon demand, to interest on such amount at the rate charged and published from time to time by the main branch of the Lessor's bank, as its most favourable rate of interest to its most creditworthy and substantial commercial customers commonly known as its "prime rate", from the date upon which the same was due until the date of actual payment; and
- (d) whenever the Lessor becomes entitled to reenter the Land under any provision of this Lease, the Lessor in addition to all other rights it may have shall have the right as agent of the Lessee to enter the Land and re-let them and to receive the rent, and as the agent of the Lessee to take possession of any furniture owned by the Lessee and to sell the same at public or private sale without notice and to apply the proceeds and any rent derived from re-letting the Land upon account of the rent due and to become due under this Lease and the Lessee shall be liable to the Lessor for the deficiency, if any.

26. Rights Non-Exclusive - All rights and remedies of the Lessor are intended to be cumulative and not alternative, and the express provisions as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or the general law.

27. **Entire Agreement** - The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease, and that this Lease is the entire agreement between the parties respecting its subject matter.
28. **Governing Law** - This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
29. **Severance** - Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
30. **Time of Essence** - Time is of the essence of this Lease.
31. **Notice** - Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if served personally upon an officer of the party for whom it is intended or mailed by prepaid registered post and in the case of the Lessor addressed to:

The City of Maple Ridge
 11995 Haney Place,
 Maple Ridge, British Columbia V2X 6A9
 Attention: Arts and Community Connections Recreation Manager

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society
 C/O The Maple Ridge Museum,
 22520 116th Avenue, Maple Ridge, B.C. V2X 8Y6

The date of the receipt of such notice shall be deemed conclusively to be the day of service if such notice is served personally, or if mailed, forty-eight (48) hours after such mailing.

32. **Enurement** - This Lease enures to the benefit of and is binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.
33. **Reference** - Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

CITY OF MAPLE RIDGE by its authorized signatory:

Corporate Officer

Date: _____

The MAPLE RIDGE HISTORICAL SOCIETY by its authorized signatories:

Erica Williams, President

Title

Val Patenaude, Executive Director

Title

Date: _____

SCHEDULE "A"RULES AND REGULATIONS

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

1. The Lessee shall not use or permit the use of the Land or Premises in such manner as to create any objectionable noises or fumes.
2. The Lessee shall not abuse, misuse or damage the Land or Premises or any of the improvements or facilities therein, and in particular shall not deposit rubbish in any plumbing apparatus or use it for other than purposes for which it is intended.
3. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises and land without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Lessor to enforce them or create any liability of the Lessor for their non-enforcement.