City of Maple Ridge

COUNCIL MEETING AGENDA
October 2, 2018
7:00 p.m.
Council Chamber

MEETING DECORUM

Council would like to remind all people present tonight that serious issues are decided at Council meetings which affect many people's lives. Therefore, we ask that you act with the appropriate decorum that a Council Meeting deserves. Commentary and conversations by the public are distracting. Should anyone disrupt the Council Meeting in any way, the meeting will be stopped and that person's behavior will be reprimanded. *The meeting is live streamed and recorded by the City of Maple Ridge.*

Note: This Agenda is also posted on the City's Web Site at www.mapleridge.ca

The purpose of a Council meeting is to enact powers given to Council by using bylaws or resolutions. This is the final venue for debate of issues before voting on a bylaw or resolution.

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100 *CALL TO ORDER*

200 *AMENDMENTS TO THE AGENDA*

300 *APPROVAL OF THE AGENDA*

400 *ADOPTION OF MINUTES*

401 Minutes of the Special Council Meeting of September 18, 2018 and the Regular Council Meeting of September 18, 2018

402 Minutes to the Public Hearing of September 18, 2018

500 *PRESENTATIONS AT THE REQUEST OF COUNCIL*

501 Cemetery Services

- Valoree Richmond, Manager of Parks Planning and Development

600 *DELEGATIONS*

601 Agricultural Advisory Committee Food Garden Contest

- Recognition of Food Garden Contest Winners

602 Community Inclusion Month

- Deb Appleby, Community Council Member, Vancouver Coastal Health, East Region

650 *QUESTIONS FROM THE PUBLIC*

Note: Questions from the Public are limited to 15 minutes unless extended by a motion approved by the majority of Council. Each speaker is limited to 2 minutes at a time.

700 *ITEMS ON CONSENT*

701 *Minutes*

701.1 Minutes of the Development Agreements Committee Meeting of September 25, 2018

701.2 Minutes of Committees and Commissions of Council

- Active Transportation Advisory Committee – March 28 and July 25, 2018
- Public Art Steering Committee – June 26, 2018

702 *Reports*

703 *Correspondence*

704 *Release of Items from Closed Council Status*

800 *UNFINISHED BUSINESS*

900 *CORRESPONDENCE*

1000 *BYLAWS*

Bylaws for Adoptions

1001 **2016-191-RZ, 11939 240 Street**
Maple Ridge Zone Amending Bylaw No. 7257-2016
Staff report dated October 2, 2018 recommending adoption
To rezone from CS-1 (Service Commercial) to C-2 (Community Commercial) to permit construction of a multi-tenant commercial development
Adoption

1100 *REPORTS AND RECOMMENDATIONS*

Public Works and Development Services

1101 **2018-323-AL, 23623 and 23451 Jim Robson Way, Application to Exclude Land from the Agricultural Land Reserve**

Staff report dated October 2, 2018 providing options for consideration pertaining to Application 2018-323-AL to exclude 24.7 hectares (61 acres) of land from the Agricultural Land Reserve.

1102 **2018-242-RZ, 11265 243 Street, RS-3 to RM-1**

Staff report dated October 2, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7498-2018 to rezone from RS-3 (One Family Rural Residential) to RM-1 (Townhouse Residential) to create a 16 unit townhouse development with underground parking be given first reading and that the applicant provide further information as described on Schedules A, C, D, F and G of the Development Procedures Bylaw No. 5879-1999, along with information required for a Subdivision application.

1103 **2017-390-RZ, 23084 and 23100 Lougheed Highway, RS-3 to RM-4**

Staff report dated October 2, 2018 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7499-2018 to revise the boundary between Conservation and Urban Residential to fit site conditions be given first and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7442-2018 to rezone from RS-3 (One Family Rural Residential) to RM-4 (Multiple Family Residential District) to permit future construction of approximately 32 townhouse units in six (6) buildings be given second reading and be forwarded to Public Hearing.

1104 **Community Emergency Preparedness Fund Application**

Staff report dated October 2, 2018 recommending that the application for the Community Emergency Preparedness Fund (CEPF) 2018 Structural Flood Mitigation Program project be supported.

1105 **225 Street Sewage Pump Station Upgrades: Purchase of Flgyt Pumps**

Staff report dated October 2, 2018 recommending that the contract for the Sewage Pump Station: Pumps, Parts Service be awarded to Xylem Canada Company and that the Corporate Officer be authorized to execute the contract.

1106 **Renewal of Recycle BC (formerly MMBC) Contract for Packaging and Printed Paper**

Staff report dated October 2, 2018 recommending that Recycle BC be notified of the City's intent to enter into a new five year agreement, that the Corporate Officer be authorized to execute a finalized Statements of Work and that a letter be sent to the Province requesting that Recycle BC develop a fully-funded Packaging and Printed Paper Initiative for Streetscape Collection.

1107 **Increased Value to Contract ITT-EN18-37: Downtown Enhancement – Loughheed Highway (224 Street to 226 Street)**

Staff report dated October 2, 2018 recommending that the BA Blacktop Ltd. contract for ITT-EN18-37: Downtown Enhancement – Loughheed Highway (224 Street to 226 Street) be increased for the purchase of ornamental streetlights and funding for property restoration.

1108 **Maple Ridge Business Licencing and Regulation Amending Bylaw No. 7494-2018**

Staff report dated October 2, 2018 recommending that Maple Ridge Business Licencing and Regulation Amending Bylaw No. 7494-2018 to ensure that definitions within the Business Licencing and Regulation Bylaw special to the retail sale of non-medical cannabis match changes in the Zoning Bylaw be given first, second and third readings.

Financial and Corporate Services (including Fire and Police)

1131 **2018 Community Grants**

Staff report dated October 2, 2018 recommending that the proposed allocation of Community Grants be approved.

1132 **Revitalization Tax Exemption Agreements – Employment Lands Investment Incentive Program**

Staff report dated October 2, 2018 recommending that the Corporate Officer be authorized to execute agreements with qualified property owners.

Parks, Recreation & Culture

1151 **Follow up to the Maple Ridge-Pitt Meadows Home Show Society Request for Improvements at the Albion Fairgrounds**

Staff report dated October 2, 2018 recommending that staff proceed with civil design works at the Albion Fairgrounds and that the Financial Plan Bylaw be amended to include funding from Accumulated Surplus for the design and installation work.

Administration

1171

Other Committee Issues

1191

1200 *STAFF REPORTS*

1300 *OTHER MATTERS DEEMED EXPEDIENT*

October 3, 2018 11:30 a.m. to 2:00 p.m.	L.A.S.T. Community BBQ, Greg Moore Youth Centre, 11925 Haney Place, Maple Ridge, BC Organizer: Life After School Transition Committee
October 12, 2018 6:00 p.m. to 8:00 p.m.	Golden Harvest, The ACT Arts Centre, 11944 Haney Place, Maple Ridge, BC Organizer: Maple Ridge Agricultural Advisory Committee
October 13, 2018 5:30 p.m.	Ridge Meadows Hospital Gala, Meadow Gardens Golf Club, 19675 Meadow Gardens Way, Pitt Meadows, BC Organizer: Ridge Meadows Hospital Foundation

1400 *NOTICES OF MOTION AND MATTERS FOR FUTURE MEETING*

1500 *ADJOURNMENT*

QUESTIONS FROM THE PUBLIC

The purpose of the Question Period is to provide the public with an opportunity to ask questions of Council on items that are of concern to them, with the exception of Public Hearing bylaws which have not yet reached conclusion.

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

Each person will be permitted 2 minutes to ask their question (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 individual members of Council. The total Question Period is limited to 15 minutes.

Council reserves the right to defer responding to a question in order to obtain the information required to provide a complete and accurate response.

Other opportunities are available to address Council including public hearings, delegations and community forum. 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:

*Checked by:*_____
Date: _____

400 Adoption and Receipt of Minutes

401 Minutes of Regular and Special Council Meetings

City of Maple Ridge

SPECIAL COUNCIL MEETING MINUTES

September 18, 2018

The Minutes of the Special City Council Meeting held on September 18, 2018 at 5:30 p.m. in the Blaney Room of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT

Elected Officials	*Appointed Staff*
Mayor N. Read	P. Gill, Chief Administrative Officer
Councillor C. Bell	K. Swift, General Manager of Parks, Recreation & Culture
Councillor Duncan	D. Pollock, Acting General Manager of Public Works and Development Services
Councillor B. Masse	L. Benson, Director of Corporate Administration
Councillor G. Robson	*Other staff as required*
Councillor T. Shymkiw	L. Siracusa, Director of Economic Development and Civic Property
Councillor C. Speirs	

Note: These Minutes are also posted on the City's Web Site at www.mapleridge.ca

1.0 *CALL TO ORDER*

2.0 *APPROVAL OF THE AGENDA*

R/2018-480
It was moved and seconded

That the agenda for the September 18, 2018 Special Council Meeting be approved.

CARRIED

3.0 *NOTICE OF CLOSED COUNCIL MEETING*

R/2018-481
It was moved and seconded

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

1) Section 90(1)(i) The receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and

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

CARRIED

4.0 *ADJOURNMENT* – 5:30 p.m.

N. Read, Mayor

Certified Correct

L. Benson, Corporate Officer

City of Maple Ridge

COUNCIL MEETING MINUTES

September 18, 2018

The Minutes of the City Council Meeting held on September 18, 2018 at 6:58 p.m. in the Council Chamber of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

PRESENT

Elected Officials	*Appointed Staff*
Mayor N. Read	P. Gill, Chief Administrative Officer
Councillor C. Bell	K. Swift, General Manager of Parks, Recreation & Culture
Councillor K. Duncan	D. Pollock, Acting General Manager Public Works and Development Services
Councillor B. Masse	L. Benson, Director of Corporate Administration
Councillor G. Robson	T. Thompson, Chief Financial Officer
Councillor T. Shymkiw	C. Carter, Director of Planning
Councillor C. Speirs	A. Gaunt, Confidential Secretary
	Other staff as required
	C. Goddard, Manager of Development and Environmental Services
	D. Hall, Planner 2

Note: These Minutes are also posted on the City's Web Site at www.mapleridge.ca

The meeting was live streamed and recorded by the City of Maple Ridge

Note: Councillor Bell and Councillor Robson were not in attendance at the start of the meeting.

100 ***CALL TO ORDER***

200 ***AMENDMENTS TO THE AGENDA*** – Nil

300 *APPROVAL OF THE AGENDA*

R/2018-482
It was moved and seconded

That the agenda for the September 18, 2018 Council Meeting be approved.

CARRIED

400 *ADOPTION AND RECEIPT OF MINUTES*

- Regular Council Meeting of July 24, 2018
- Special Council Meeting of August 7, 2018
- Council Workshop Meeting of September 4, 2018

R/2018-483
It was moved and seconded

That the minutes of the Regular Council Meeting of July 24, 2018, the Special Council Meeting of August 7, 2018 and the Council Workshop Meeting of September 4, 2018 be adopted as circulated.

CARRIED

500 *PRESENTATIONS AT THE REQUEST OF COUNCIL*

Note: Councillor Bell and Councillor Robson joined the meeting at 7:04 p.m.

501 **Albion Community Centre Presentation**

- **Michael Millward, Facilities Operations Manager**
- **Justin Dyck, Architect AIBC, CHP Architects**

The Facilities Operations Manager introduced the Albion Community Centre Project and Justin Dyke, the Architect working on the project.

<u>Justin Dyke</u>
Mr. Dyke gave a PowerPoint presentation providing renderings of all aspects of the new Albion Community Centre. He spoke on the overall site plan, landscaping, interior finishes and the intent to achieve LEED Silver. Mr. Dyke advised on the process schedule and timeline.

600 *DELEGATIONS*

601 **Establishment of a Wellness Centre for Patients with Medical Cannabis Licences and for Recreational Cannabis Use**

- **Charles Dunn**

Mr. Dunn provided background on his involvement with the community of Maple Ridge and outlined his work and medical history which led to his involvement in the medical cannabis field. He spoke to the potential of opening a wellness and retail store for cannabis in the community and asked questions on allowable zoning and the opinions of members of Council.

650 *QUESTIONS FROM THE PUBLIC*

Susanne Sloboda
Ms. Sloboda expressed concern with the removal of a laneway barricade between Foreman Drive and 137 Avenue. She advised that residents are requesting that the barricade be reinstated as a permanent fixture and provided a petition pertaining to that request.

The Acting General Manager of Public Works and Development advised he will meet with the residents for further discussion.

700 *ITEMS ON CONSENT*

701 *Minutes*

701.1 Development Agreements Committee Meetings of June 19 and June 24, 2018, July 27 and July 31, 2018, August 10, 14, 17, 21, and 28, 2018 and September 4, 2018

701.2 Committees and Commissions of Council

- Advisory Design Panel – May 16, 2018

702 *Reports*

702.1 **Disbursements for the month ended July 31, 2018**

Staff report dated September 18, 2018 recommending that the disbursements for the month ended July 31, 2018 be received for information.

702.2 **Disbursements for the month ended August 31, 2018**

Staff report dated September 18, 2018 recommending that the disbursements for the month ended August 31, 2018 be received for information.

703 *Correspondence* – Nil

704 *Release of Items from Closed Council Status*

R/2018-484
It was moved and seconded
That Items 701.1, 701.2, 702.1, 702.2 and 704 on the "Items on Consent" agenda be received into the record.

CARRIED

800 *UNFINISHED BUSINESS* – Nil

900 *CORRESPONDENCE* – Nil

1000 *BYLAWS*

Bylaws for Adoption

1001 **Maple Ridge Development Cost Charges Imposition Bylaw No. 7320-2017**
To impose Development Cost Charges
Adoption

R/2018-485
It was moved and seconded
That Maple Ridge Development Cost Charges Imposition Bylaw No. 7320-2017be adopted.

CARRIED

1100 *REPORTS AND RECOMMENDATIONS*

Public Works and Development Services

1101 **2018-093-RZ, 11780 Burnett Street, RS-1 to R-1**

Staff report dated September 18, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7450-2018 to rezone from RS-1 (One Family Urban Residential) to RT-1 (Two Family Urban Residential) to permit the development of a duplex be rescinded and that Maple Ridge Zone Amending Bylaw No. 7485-2018 to rezone from RS-1 (One Family Urban Residential) to R-1 (Residential District) to allow subdivision into two single family lots be given first reading and that the applicant provide further information as described on Schedule B of the Development Procedures Bylaw No. 5879-1999, along with a Subdivision application.

R/2018-486
It was moved and seconded

That Zone Amending Bylaw No. 7450-2018 be rescinded; and

That Zone Amending Bylaw No. 7485-2018 be given first reading; and further
That the applicant provide further information as described on Schedule B of the Development Procedures Bylaw No. 5879-1999, along with a Subdivision application.

CARRIED

1102 **2018-132-RZ, 12121 232 Street, RS-3 to R-1**

Staff report dated September 18, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7491-2018 to rezone from RS-3 (One Family Rural Residential) to R-1 (Residential District) to permit future subdivision into approximately three single family lots be given first reading and that the applicant provide further information as described on Schedule B of the Development Procedures Bylaw No. 5879-1999, along with the information required for a Subdivision application.

R/2018-487
It was moved and seconded

That Zone Amending Bylaw No. 7491-2018 be given first reading; and further

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

CARRIED

1103 **2018-301-RZ, 12294 Laity Street, RS-1 to R-1**

Staff report dated September 18, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7486-2018 to rezone from RS-1 (One Family Urban Residential) to R-1 (Residential District) to permit a 2 lot subdivision of 2 single family residential lots be given first reading and that the applicant provide further information as described on Schedules B and E of the Development Procedures Bylaw No. 5879-1999, along with a Subdivision application.

R/2018-488
It was moved and seconded

That Zone Amending Bylaw No. 7486-2018 be given first reading; and further

That the applicant provide further information as described on Schedules B and E of the Development Procedures Bylaw No. 5879-1999, along with a Subdivision application.

CARRIED

1104 **2017-319-RZ, 13589 232 Street, RS-3 to R-1**

Staff report dated September 18, 2018 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7391-2017 to designate land use from Eco Clusters to Conservation and Low/Medium Density Residential be given first and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7387-2017 to rezone from RS-3 (One Family Rural Residential) to R-1 (Residential District) to permit future subdivision of approximately 5 lots be given second reading as amended and be forwarded to Public Hearing.

R/2018-489
It was moved and seconded

1) **That, in accordance with Section 475 of the Local Government Act, opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7391-2017 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it**

unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;

2) That Official Community Plan Amending Bylaw No. 7391-2017 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;

3) That it be confirmed that Official Community Plan Amending Bylaw No. 7391-2017 is consistent with the Capital Expenditure Plan and Waste Management Plan;

4) That Official Community Plan Amending Bylaw No. 7391-2017 be given first and second readings and be forwarded to Public Hearing;

5) That Zone Amending Bylaw No. 7387-2017 be given second reading as amended and be forwarded to Public Hearing; and

6) That the following terms and conditions be met prior to final reading:
   i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
   ii) Amendment to Official Community Plan Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 2 – Land Use Plan, Figure 3A – Blaney Hamlet, and Figure 4 – Trails/Open Space;
   iii) Road dedication on 136 Avenue and the new road, as required;
   iv) Park dedication as required, including construction of a multi-purpose trail; and removal of all debris and garbage from park land;
   v) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;
   vi) Registration of a Restrictive Covenant for Tree Protection;
   vii) Registration of a Restrictive Covenant for Stormwater Management;
   viii) Removal of existing buildings;
   ix) Notification to the Department of Fisheries and Oceans and the Ministry of Environment for in-stream works on the site, if required;
   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 property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site; and
   xi) That a voluntary contribution, in the amount of $25,500.00 ($5,100.00/lot) be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

CARRIED

1105 **2017-434-RZ, 24364 112 Avenue, RS-3 to RS-1b**

Staff report dated September 18, 2018 recommending that Maple Ridge Official Community Plan Amending Bylaw No. 7488-2018 to amend the conservation area boundary be given first and second reading and be forwarded to Public Hearing and that Maple Ridge Zone Amending Bylaw No. 7399-2017 to rezone from RS-3 (One Family Rural Residential) to RS-1b (One Family Urban [Medium Density] Residential) to permit a subdivision of approximately 15 (371 m^2) lots be given second reading and be forwarded to Public Hearing.

R/2018-490
It was moved and seconded

1) That, in accordance with Section 475 of the Local Government Act, opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7488-2018 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;

2) That Official Community Plan Amending Bylaw No. 7488-2018 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;

3) That it be confirmed that Official Community Plan Amending Bylaw No. 7488-2018 is consistent with the Capital Expenditure Plan and Waste Management Plan;

4) That Official Community Plan Amending Bylaw No. 7488-2018 be given first and second readings and be forwarded to Public Hearing;

5) That Zone Amending Bylaw No. 7399-2017 be given second reading, and be forwarded to Public Hearing; and

6) That the following terms and conditions be met prior to final reading:
   i) Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
   ii) Amendment to Official Community Plan Schedule “A”, Chapter 10.2, Albion Area Plan, Schedule 1: Albion Area Plan and Schedule “C”;
   iii) Road dedication on 112 Avenue as required;
   iv) Park dedication as required and removal of all debris and garbage from park land

v) Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;
vi) Registration of a Restrictive Covenant for the protection of the Environmentally Sensitive areas (wetlands) on the subject property;
vii) Registration of a Statutory Right-of-Way plan and agreement for a watermain;
viii) Registration of multi Restrictive Covenants for Tree Protection, Geotechnical, Habitation and Restoration Plan and Stormwater Management;
ix) Removal of existing building/s;
In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Site Investigation Report is required to ensure that the subject property is not a contaminated site; and
x) That a voluntary contribution, in the amount of $76,500.00 ($5,100.00 per lot x 15 lots) be provided in keeping with the Council Policy with regard to Community Amenity Contributions.
xi) Payment of the Density Bonus provision of the RS-1b (One Family Urban [Medium Density] Residential) zone, in the amount of $46,500.00 ($3,100.00 per lot x 15 lots.

CARRIED

1106 2016-176-RZ, 23710 133 Avenue, RS-3 to RM-1

Staff report dated September 18, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7259-2016 to rezone from RS-3 (One Family Rural Residential) to RM-1 (Townhouse Residential) to permit future development of 16 townhouse units be given second reading and be forwarded to Public Hearing.

R/2018-491
It was moved and seconded

1) That Zone Amending Bylaw No. 7259-2016 be given second reading and be forwarded to Public Hearing; and

2) That the following terms and conditions be met prior to final reading:
   i. Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;

ii. Registration of a Restrictive Covenant for the Geotechnical Report, which addresses the suitability of the subject property for the proposed development;
iii. Registration of a Restrictive Covenant for Visitor Parking;
iv. Registration of a Restrictive Covenant for Stormwater Management;
v. Registration of a Restrictive Covenant for a private Sanitary Pump;
vi. Notification to the Department of Fisheries and Oceans and the Ministry of Environment for in-stream works on the site;
vii. In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Investigation Report is required to ensure that the subject property is not a contaminated site; and
viii. That a voluntary contribution be provided in keeping with the Council Policy 6.31 with regard to Community Amenity Contributions.

CARRIED

1107 **2017-271-RZ, 11970 Glenhurst Street, RS-3 to RT-1**

Staff report dated September 18, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7361-2017 to rezone from RS-3 (One Family Rural Residential) to RT-1 (Two Family Urban Residential) to permit construction of a duplex be given second reading and be forwarded to Public Hearing.

R/2018-492
It was moved and seconded

1) That Zone Amending Bylaw No. 7361-2017 be given second reading and be forwarded to Public Hearing; and

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

i. Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;
ii. Road dedication on Glenhurst Street as required;
iii. Registration of a Restrictive Covenant for Duplex Design;
iv. Registration of a Restrictive Covenant for On-Site Stormwater Management;
v. Removal of existing building/s;
vi. Notification to the Ministry of Environment for ditch infill works, if required;

vii. In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Investigation Report is required to ensure that the subject property is not a contaminated site; and
viii. That a voluntary contribution, in the amount of $4,100.00 be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

CARRIED

1108 **2017-320-RZ, 12327 203 Street, RS-1 to R-1**

Staff report dated September 18, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7380-2017 to rezone from RS-1 (One Family Urban Residential) to R-1 (Residential District) to permit a future subdivision of approximately 2 lots be given second reading and be forwarded to Public Hearing.

R/2018-493
It was moved and seconded

1) That Zone Amending Bylaw No. 7380-2017 be given second reading and be forwarded to Public Hearing; and

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

i. Approval from the Ministry of Transportation and Infrastructure;
ii. Road dedication on 203 Street and 123 Avenue as required;
iii. Registration of a Restrictive Covenant for Stormwater Management;
iv. Removal of existing building/s;
v. In addition to the site profile, a disclosure statement must be submitted by a Professional Engineer advising whether there is any evidence of underground fuel storage tanks on the subject property. If so, a Stage 1 Investigation Report is required to ensure that the subject property is not a contaminated site; and
vi. That a voluntary contribution, in the amount of $5,100.00 be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

CARRIED

Note: Councillor Duncan excused herself from discussion of Item 1109 at 7:57 p.m. citing that she has left during discussion of the item at an earlier date.

1109 **2015-297-RZ, 23070 Lougheed Highway, Housing Agreement**

Staff report dated September 18, 2018 recommending that 23070 Lougheed Highway Housing Agreement Bylaw No. 7332-2017 be given second and third reading as amended.

R/2018-494
It was moved and seconded

That 23070 Lougheed Highway Housing Agreement Bylaw No. 7332-2017 be given second and third reading as amended.

CARRIED

Note: Councillor Duncan returned to the meeting at 7:57 p.m.

1110 **2018-218-RZ, Zoning Bylaw Amendments for Auto Wrecking Services**

Staff report dated September 18, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7455-2018 to prohibit auto wrecking services in the M-2 (General Industrial) zone be given first and second reading and be forwarded to Public Hearing.

R/2018-495
It was moved and seconded

That Zone Amending Bylaw No. 7455-2018 be given first and second reading and be forwarded to Public Hearing.

CARRIED

1111 **2018-320-RZ, Zoning Bylaw Amendments for Cannabis Retail Sales**

Staff report dated September 18, 2018 recommending that Maple Ridge Zone Amending Bylaw No. 7487-2018 to direct retail sales of non-medical cannabis be given first and second reading and be forwarded to Public Hearing.

MAIN MOTION
R/2018-496
It was moved and seconded

That Zone Amending Bylaw No. 7487-2018 be given first and second reading and be forwarded to Public Hearing.

D. Hall, Planner provided a PowerPoint presentation prior to the vote on the item. She outlined federal packaging rules and referred to the provincial government retail outline speaking to zoning.

AMENDMENT TO MOTION
R/2018-497
It was moved and seconded

That the text "or ingesting" be removed from Part 2 of the bylaw.

AMENDMENT DEFEATED

Mayor Read, Councillor Bell, Councillor Masse, Councillor Robson, Councillor Speirs – OPPOSED

Question on the main motion
The question was called on the Main Motion.

MAIN MOTION CARRIED

Councillor Shymkiw - OPPOSED

1112 **2018 Storm and Sanitary Sewer Closed Circuit Television (CCTV) Program**

Staff report dated September 18, 2018 recommending that Contract ITT-OP18-63, 2018 Storm and Sanitary Sewer CCTV Program be awarded to 1051735 BC Ltd./DBA C3 Mainline Inspection Services Inc. and that the Corporate Officer be authorized to execute the contract.

R/2018-498
It was moved and seconded

That Contract ITT-OP18-63, 2018 Storm and Sanitary Sewer CCTV Program, be awarded to 1051735 BC Ltd./DBA C3 Mainline Inspection Services Inc. in the amount of $227,744.00, excluding taxes; and further

That the Corporate Officer be authorized to execute the contract.

CARRIED

1113 **Solid Waste Request for Proposal**

Staff report dated September 18, 2018 providing information on a Request for Proposal (RFP) issued to establish an annual cost per household for solid waste curbside collection.

The Municipal Engineer gave a PowerPoint presentation providing the following information:

- RFP process
- RFP submissions received
- Outstanding issue of setting of annual charge of upcoming plebiscite
- Details on the RFP
- RFP findings
- Elements of an Annual Charge
- Determination of Rates for Implementation

Note: Councillor Duncan left the meeting at 8:43 p.m.

- Comparison of Rates in other Municipalities
- Suggested Charge of $270 for Maple Ridge for purpose of plebiscite
- Private Hauler Rates in Maple Ridge
- Summary

Note: Councillor Duncan returned to the meeting at 8:50 p.m.

R/2018-499
It was moved and seconded

That discussion of Request for Proposals received be moved into a Closed Council Meeting.

DEFEATED

Councillor Robson, Councillor Speirs – OPPOSED

Note: The motion to move into a Closed Council meeting was defeated as notice of a special council meeting was not waived by unanimous consent of all Council members as per Section 127(4) of the Community Charter

R/2018-500
It was moved and seconded

That the staff report dated September 18, 2018 titled "Solid Waste Request for Proposal" be received into the record.

CARRIED

Financial and Corporate Services (including Fire and Police)

1131 **Solid Waste Curbside Collection Plebiscite**

Staff report dated September 18, 2018 recommending wording for the non-binding plebiscite question on Solid Waste Curbside Collection and that supplemental information be included with the plebiscite ballot.

MAIN MOTION
R/2018-501
It was moved and seconded

That the non-binding plebiscite question on Solid Waste Curbside Collection for the October 2018 general local election be a Yes or No response to the following statement:

"I support paying $270 per year per household for the following service:

- ***Kitchen scraps and green waste curbside collection – weekly pickup;***
- ***Garbage curbside collection – biweekly (every two weeks) pickup;***
- ***One set of totes/cans per household included"; and further***

That the non-binding plebiscite ballot include the supplemental information on the sample ballot attached to the September 18, 2018 report titled "Solid Waste Curbside Collection Plebiscite."

MOTION TO AMEND MAIN MOTION
R/2018-502
It was moved and seconded

That the text "I support paying $270 per year per household for the following service:" be amended to read "I support paying up to $247 per year per household for the following service:"

AMENDMENT DEFEATED

Mayor Read, Councillor Duncan, Councillor Robson, Councillor Shymkiw, Councillor Speirs - OPPOSED

MOTION TO AMEND MAIN MOTION
R/2018-503
It was moved and seconded

That the text "up to" be added prior to the text "$270".

AMENDMENT CARRIED

MOTION AS AMENDED CARRIED
Councillor Duncan, Councillor Robson, Councillor Speirs – OPPOSED

MOTION TO AMEND MAIN MOTION
R/2018-504
It was moved and seconded

That the phrase "Twice annual large item pickup" be added to the bullet list.

AMENDMENT CARRIED

MOTION AS AMENDED CARRIED
Councillor Duncan, Councillor Speirs – OPPOSED

Question on the main motion
The question was then called on the Main Motion as amended.

CARRIED AS AMENDED

MAIN MOTION AS AMENDED

That the non-binding plebiscite question on Solid Waste Curbside Collection for the October 2018 general local election be a Yes or No response to the following statement:

"I support paying up to $270 per year per household for the following service:

- *Kitchen scraps and green waste curbside collection – weekly pickup;*
- *Garbage curbside collection – biweekly (every two weeks) pickup;*
- *One set of totes/cans per household included";*
- *Large item pickup – twice per year; and further*

That the non-binding plebiscite ballot include the supplemental information on the sample ballot attached to the September 18, 2018 report titled "Solid Waste Curbside Collection Plebiscite."

Parks, Recreation & Culture – Nil

Administration

1171 **Train Whistle Cessation in Maple Ridge**

Staff report dated September 18, 2018 recommending that the use of railway whistles be prohibited at public railway crossings in Maple Ridge located at Maple Meadows Way (Milepost 106.2), 113B Avenue (Milepost 105.61), Lorne Avenue (Milepost 105.32), 224 Street/Port Haney Wharf (Milepost 203.8), River Road/Tamarack Lane (Milepost 101.47), 240 Street (Milepost 99.76) and 287 Street (Milepost 93.8) unless an emergency exists or rules of the Railway Safety Act require whistle use or a railway safety inspector orders whistle use.

R/2018-505
It was moved and seconded

That pursuant to Section 23.1 of the Railway Safety Act, Council hereby resolves that the use of train whistles be prohibited at the following public railway crossings in Maple Ridge:

- **Maple Meadows Way (Milepost 106.2);**
- **113B Avenue (Milepost 105.61);**
- **Lorne Avenue (Milepost 105.32);**
- **Ditton Street (Milepost 105.21);**
- **224 Street/Port Haney Wharf (Milepost 102.8);**
- **River Road/Tamarack Lane (Milepost 101.47);**
- **240 Street (Milepost 99.76);**
- **287 Street (Milepost 93.8);**

Unless:

a) **An emergency exists; or**
b) **Rules in force under Section 19 or 20 of the Railway Safety Act require whistle use; or a railway safety inspector orders whistle use under Section 31 of the Railway Safety Act.**

CARRIED

Councillor Duncan - OPPOSED

1172 **Pitt Meadows Airport Society – Permanent Board of Directors**

Staff report dated September 18, 2018 recommending that applications be sought for four members for the Pitt Meadows Airport Society Board of Directors.

R/2018-506
It was moved and seconded

That applications be sought for four (4) members for the Pitt Meadows Airport Society Board of Directors, based on the process outlined in this report.

CARRIED

Other Committee Issues – Nil

1200 ***STAFF REPORTS*** – Nil

1300 ***OTHER MATTERS DEEMED EXPEDIENT*** – Nil

1400 ***NOTICES OF MOTION AND MATTERS FOR FUTURE MEETINGS***

Councillor Bell gave notice that she will be bringing forward a motion at the September 25, 2018 Council Meeting requesting that staff provide a report on a rental bylaw recommendation by the Provincial Government.

1500 ***ADJOURNMENT*** – 10:02 p.m.

N. Read, Mayor

Certified Correct

L. Benson, Corporate Officer

City of Maple Ridge

PUBLIC HEARING

September 18, 2018

The Minutes of the Public Hearing held in the Council Chamber of City Hall, 11995 Haney Place, Maple Ridge, British Columbia on September 18, 2018 at 6:00 p.m.

PRESENT

Elected Officials	*Appointed Staff*
Mayor N. Read	P. Gill, Chief Administrative Officer
Councillor C. Bell	D. Pollock, Acting General Manager of Public Works and Development
Councillor K. Duncan	C. Carter, Director of Planning
Councillor B. Masse	C. Goddard, Manager of Development and Environmental Services
Councillor G. Robson	L. Benson, Corporate Officer
Councillor T. Shymkiw	A. Gaunt, Confidential Secretary
Councillor C. Speirs	*Other staff as required*
	B. Elliott, Manager of Community Planning
	C. Chan, Planner 1
	A. Kopystynski, Planner 2
	M. Van Dop, Deputy Fire Chief

Mayor Read called the meeting to order. The Corporate Officer explained the procedure and rules of order of the Public Hearing and advised that the bylaws will be considered further at the next Council Meeting on September 25, 2018.

The Mayor then called upon Planning Department staff to present the following items on the agenda:

1) **2013-117-RZ. 12182 228 Street**
Lot 1 Except: Firstly: The North 75 Feet and Secondly: Part Subdivided by Plan 44214; Section 20 Township 12 New Westminster District Plan 4836

Maple Ridge Zone Amending Bylaw No. 7055-2014
To rezone from RS-1 (One Family Urban Residential) to R-3 (Special amenity Residential District). The current application is to permit a future subdivision of approximately 3 lots.

The Corporate Officer advised that 64 letters were mailed out and that no correspondence was received on this item.

The Manager of Development and Environmental Services gave a PowerPoint presentation providing the following information:

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

The Mayor called for speakers three times.
There being no comment, the Mayor declared this item dealt with.

2) **2017-221-RZ, 22032 119 Avenue**
Lot 56 District Lot 397 Group 1 New Westminster District Plan 14049

Maple Ridge Zone Amending Bylaw No. 7355-2017
To rezone from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill). The current application is to permit the future construction of a triplex.

The Corporate Officer advised that 31 letters were mailed out and that no correspondence was received on this item.

C. Chan, Planner gave a PowerPoint presentation providing the following information:

- Application Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Plan Context
- Site Characteristics
- Development Proposal
- Renderings, Images and Perspectives
- Proposed Site Plan
- Perspectives of Front and Back Renderings
- Landscape Sections
- Terms and Conditions

The Mayor called for speakers three times.
There being no comment, the Mayor declared this item dealt with.

3) **2017-331-RZ, 12260 Laity Street**
Lot 12 District Lot 248 Group 1 New Westminster District Plan LMP11733

Maple Ridge Zone Amending Bylaw No. 7385-2017
To rezone from RS-1 (One Family Urban Residential) to RS-1b (One Family Urban (Medium Density) Residential). The current application is to permit the future subdivision of approximately 3 lots.

The Corporate Officer advised 47 letters were mailed out and that two correspondence items with comments on the proposal application were received.

The Manager of Development and Environmental Services gave a PowerPoint presentation providing the following information:

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

The Mayor called for speakers three times.
There being no comment, the Mayor declared this item dealt with.

4) **2017-031-RZ, 21333 River Road**
Lot 49 District Lot 248 Group 1 New Westminster District Plan 27106

Maple Ridge Zone Amending Bylaw No. 7348-2017
To rezone from RS-1 (One Family Urban Residential) to RT-2 (Ground-Oriented Residential Infill). The current application is to permit future construction of approximately 4 units.

The Corporate Officer advised 26 letters were mailed out and that no correspondence was received on this item.

The Manager of Development and Environmental Services gave a power point presentation providing the following information:

- Application Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Plan Context

- Site Characteristics
- Development Proposal
- Rendering
- Proposed Site Plan
- Elevations
- Terms and Conditions

The Mayor called for speakers three times.
There being no comment, the Mayor declared this item dealt with.

5) 2017-233-RZ

Maple Ridge Official Community Plan Amending Bylaw No. 7349-2017
To amend the Maple Ridge Official Community Plan to implement the triplex, fourplex and courtyard housing forms.

Maple Ridge Zone Amending Bylaw No. 7312-2017
To amend the Maple Ridge Zoning Bylaw to create a new RT-2(Ground-Oriented Residential Infill) zone to implement the triplex, fourplex and courtyard housing forms

Off Street Parking and Loading Amending Bylaw No. 7350-2017
To amend the Maple Ridge Off Street Parking and Loading Bylaw to implement the triplex, fourplex and courtyard forms. The current application is to create a new RT-2 (Ground-Oriented Residential Infill) zone.

The Corporate Officer advised that no correspondence was received on this item.

C. Chan, Planner gave a power point presentation providing the following information:

- Background
- Changes to RT-2 Zone since first reading
- Draft RT-2 Zone Requirements
- Terms and Conditions

The Mayor called for speakers on first call.

Kevin Urbas
Mr. Urbas identified himself as working in development and design in the community. He expressed concern with the proposed change to height restrictions from 11 m to 9.5 m. He stated that there are existing 11 m high buildings in the area and proposed that consideration be given to allowing new buildings beside existing buildings which are 11 m high to also be of that height. He feels that the allowable height should remain at 11 m.

The Mayor called for speakers on second and third call.
There being no further comment, the Mayor declared this item dealt with.

6) **2012-023-RZ, 11240 238 Street**
Parcel "P" (Reference Plan 1224) Of The South East Quarter Section 16, Township 12 New Westminster District, Except Plan EPP62575

Maple Ridge Official Community Plan Amending Bylaw No. 7482-2018
To amend Schedule "B" from Park and Conservation to Institutional and Conservation
To amend Schedule "C" to Add to Conservation.

Maple Ridge Zone Amending Bylaw No. 7313-2017
To rezone from RS-3 (One Family Rural Residential) to P-6 (Civic Institutional).

That Part 2, INTERPERTATION, CIVIC is hereby amended by

The addition of the word "park" following the words "golf courses and firehalls".

That Part 9, INSTITUTIONAL ZONES, Section 901 PERMITTED USES OF LAND, BUILDINGS AND STRUCTURES IN INSTITUTIONAL ZONES , PERMITTED USE is hereby amended by replacing "Civic Institutional" with "Civic";

The current application is to permit the future construction of Fire Hall No. 4.

The Corporate Officer advised that 306 letters were mailed and that one letter expressing opposition to the proposal in terms of noise, hours of operation and location of this type of facility in a high density neighbourhood was received.

The Manager of Development and Environmental Services gave a PowerPoint presentation providing the following information:

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

The Assistant Fire Chief gave a PowerPoint presentation providing the following information:

- Operation and Design Synopsis
- Service Area and Priorities
- Operations
- Design Elements and Mitigation through Design

Note: Councillor Shymkiw joined the meeting at 6:37 p.m.

The Mayor called for speakers on first call.

Jeff Johansen

Mr. Johansen spoke in opposition to the application. He expressed concern with the rezoning of the property to allow for an industrial operation which will impact a neighbourhood comprised of young families with noise resulting from training on the site and from fire calls. He stated he is not opposed to a fire hall in the area, however, he feels other sites have not been considered and will be more suitable.

The Mayor called for speakers on second and third call.
There being no further comment, the Mayor declared this item dealt with.

7) **2015-373-RZ, 23616 132 Avenue**

Lot 1 Except: Parcel "A" (Explanatory Plan 13725), South East Quarter Section 28 Township 12 New Westminster District Plan 2637

Maple Ridge Official Community Plan Amending Bylaw No. 7469-2018

Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 2 - Land Use Plan, is hereby amended from Medium/High Density Residential and Conservation to Conservation/Low Density Urban and Medium/High Density Residential

Schedule "A", Chapter 10.3, Part VI, A – Silver Valley, Figure 4 – Trails / Open Space is hereby amended To Add To Conservation and To Remove From Conservation

Maple Ridge Zone Amending Bylaw No. 7195-2015

To rezone from RS-2 (One Family Suburban Residential) to RM-1 (Townhouse Residential) and R-1 (Residential District). The current application is to permit a 16 unit townhouse project and one lot accommodating an existing single residential dwelling.

The Corporate Officer advised 103 letters were mailed and that no correspondence was received on this item.

A. Kopystynski, Planner gave a PowerPoint presentation providing the following information:

- Application Information
- Subject Map
- Official Community Plan Context
- Neighbourhood Plan Context
- Site Characteristics
- Development Proposal
- 236 Street Rendering (facing west)
- 132 Street Rendering
- Proposed Site Plan
- Elevations
- Landscape Plan
- Terms and Conditions

The Mayor called for speakers three times.

There being no comment, the Mayor declared this item dealt with.

Having given all those persons whose interests were deemed affected by the matters contained herein a chance to be heard, the Mayor adjourned the Public Hearing at 6:50 p.m.

_____
N. Read, Mayor

Certified Correct

_____
L. Benson, Corporate Officer

700

701.1 Development Agreements Committee

CITY OF MAPLE RIDGE
DEVELOPMENT AGREEMENTS COMMITTEE

September 25, 2018
Mayor's Office

CIRCULATED TO:

Nicole Read, Mayor
Chair

Paul Gill, Chief Administrative Officer
Member

Catherine Schmidt, Recording Secretary

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1. **2016-034-SD**

LEGAL:	Lots 1 and 2, both of: District Lot 245 Group 1 New Westminster District Plan EPP79797
LOCATION:	12350 and 12358 216 Street
OWNER:	Gurlal and Ravinder Rakhra
REQUIRED AGREEMENTS:	Release of Stormwater Management Covenant (CA6698006) New Stormwater Management Covenant

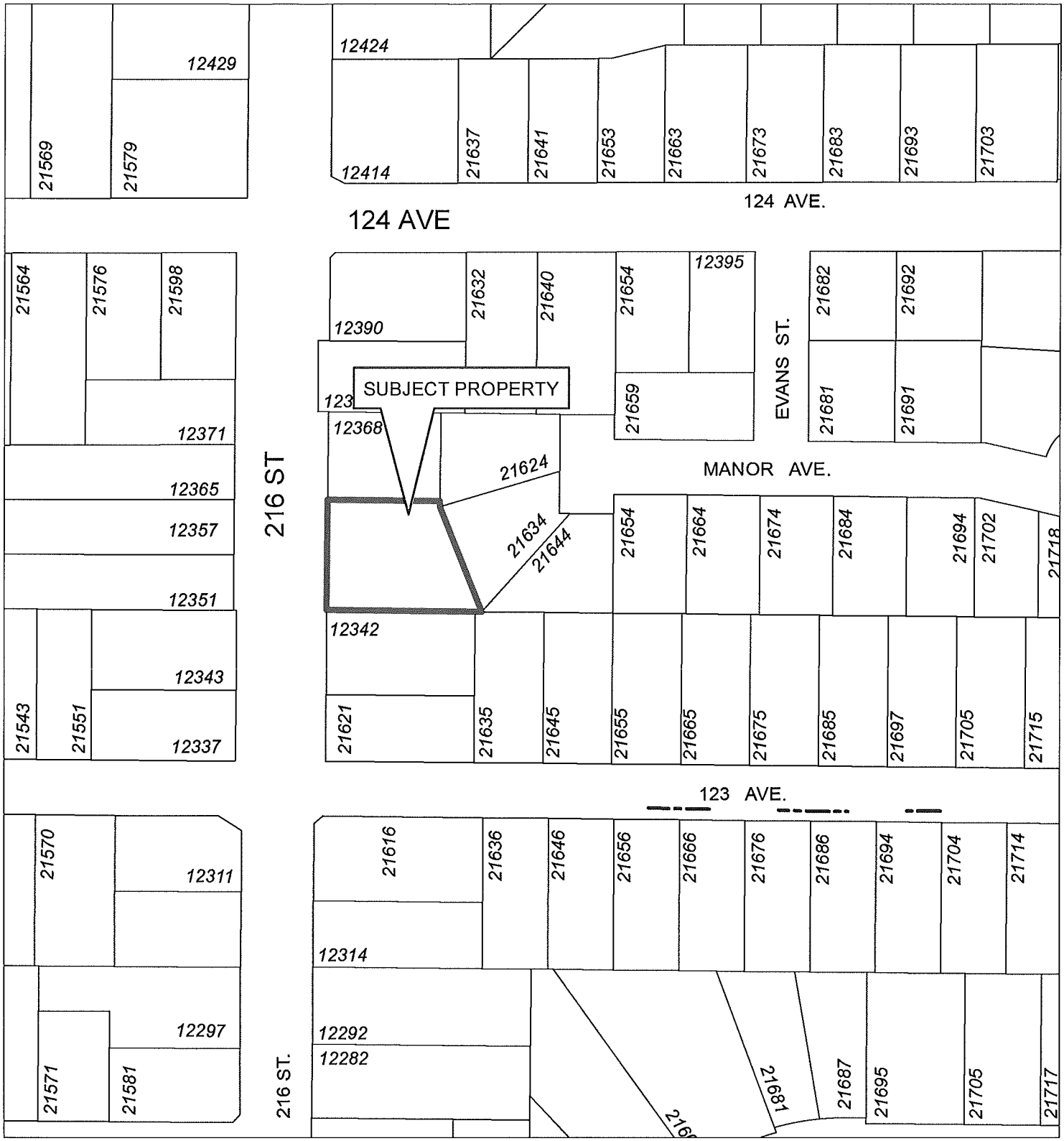
THAT THE MAYOR AND CORPORATE OFFICER BE AUTHORIZED TO SIGN AND SEAL THE PRECEDING DOCUMENT AS IT RELATES TO 2016-034-SD.

CARRIED

Nicole Read

Nicole Read, Mayor
Chair

Paul Gill, Chief Administrative Officer
Member



N

Scale: 1:1,500

Legend

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

Original 12358 216 St
(subdivided into 12350 + 12358)

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia

mapleridge.ca

2016-034-SD
DATE: Sep 28, 2016 BY: JV

701.2 Minutes of Meetings of Committees and Commissions of Council

City of Maple Ridge
ACTIVE TRANSPORTATION ADVISORY COMMITTEE
MEETING MINUTES

The Minutes of the Regular Meeting of the Active Transportation Advisory Committee, held in Blaney Room at Maple Ridge City Hall, 11995 Haney Place, Maple Ridge, British Columbia, on March 28, 2018 at 7:07 pm

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COMMITTEE MEMBERS PRESENT

Councillor Duncan	Council Liaison
Paul Yeoman, Chair	Member at Large
Kino Roy, Vice-Chair	Member at Large, Youth Representative
Dave Rush	Cycling Representative
Franklin Salguero	Member at Large
Ineke Boekhorst	Downtown Maple Ridge Business Improvement Association
Kim McLennan	Municipal Advisory Committee on Accessibility and Inclusiveness Representative
Susan Carr	School District No. 42

STAFF MEMBERS PRESENT

David Pollock	Municipal Engineer / Staff Liaison
Amanda Allen	Committee Clerk

ABSENT

Cpl. Steven Martin	Ridge Meadows RCMP – Traffic Services
Wayne Stevens	Seniors Community Representative
Bijan Naghipour	Member at Large

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1. *CALL TO ORDER*

2. *APPROVAL OF THE AGENDA*

R/2018-001
It was moved and seconded

That the agenda for the March 28, 2018 Active Transportation Advisory Committee be approved as circulated

CARRIED

3. *ADOPTION OF MINUTES*

R/2018-002
It was moved and seconded

That the minutes of the Maple Ridge Active Transportation Advisory Committee meeting dated November 29, 2017 be adopted.

CARRIED

Note: Ineke Boekhorst joined the meeting at 7:13 pm

4. ***NEW AND UNFINISHED BUSINESS***

4.1. **Maple Ridge Pitt Meadows Area Transport Plan – Public Advisory Committee**

- Brian Soland, Senior Planner, TransLink
- Bal Purewal, Public Affairs Coordinator, TransLink

The Senior Planner and Public Affairs Coordinator gave a presentation on the Maple Ridge Pitt Meadows Area Transport Plan (ATP) and the consultation strategy for the sub-regional plan. The Senior Planner provided an overview of the TransLink mandate and the Mayors' Council 10 Year Vision. The Public Affairs Coordinator provided an outline of the consultation methods and key stakeholder engagement. Discussion was held on how best to reach the community to seek feedback for the ATP. Additional feedback or questions can be sent to mrpm@translink.ca .

Note: Councillor Duncan left the meeting at 7:33 pm and returned at 7:39 pm.

5. ***QUESTION PERIOD*** - Nil

6. ***ADJOURNMENT*** – 8:41 pm.

for paul

P. Yeoman, Chair

/aa

City of Maple Ridge
ACTIVE TRANSPORTATION ADVISORY COMMITTEE
REGULAR MEETING

The Minutes of the Regular Meeting of the Active Transportation Advisory Committee, held in the Blaney Room, at Maple Ridge City Hall on July 25, 2018 at 6:59 pm.

COMMITTEE MEMBERS PRESENT

Councillor Duncan	Council Liaison
Kino Roy, Chair	Member at Large, Youth Representative
Dave Rush	Cycling Representative
Ineke Boekhorst	Downtown Maple Ridge Business Improvement Association
Kim McLennan	Municipal Advisory Committee on Accessibility and Inclusiveness Representative
Cpl. Steven Martin	Ridge Meadows RCMP – Traffic Services
Susan Carr	School District No. 42
Wayne Stevens, Vice Chair	Seniors Community Representative

STAFF MEMBERS PRESENT

David Pollock	Municipal Engineer / Staff Liaison
Purvez Irani	Manager of Transportation
Amanda Allen	Committee Clerk

ABSENT

Paul Yeoman	Member at Large
Franklin Salguero	Member at Large

Note: Paul Yeoman was not in attendance. Kino Roy chaired the meeting as Vice Chair.

1. ***CALL TO ORDER***

2. ***APPROVAL OF THE AGENDA***

R/2018-003
It was moved and seconded

That the agenda for the July 25, 2018 Active Transportation Advisory Committee be amended to add Item 4.6 DropBike Program and that the agenda as amended be approved.

CARRIED

3. ***ADOPTION OF THE MINUTES***

R/2018-004
It was moved and seconded

That the minutes of the Maple Ridge Active Transportation Advisory Committee meeting dated March 28, 2018 be adopted.

CARRIED

4. *NEW AND UNFINISHED BUSINESS*

4.1. 2018 Chair and Vice Chair Elections

Note: Ineke Boekhorst joined the meeting at 7:09 pm.

The Staff Liaison opened the floor to nominations for a Chair.

By acclamation, Kino Roy was selected Chair of Active Transportation Advisory Committee for 2018.

By acclamation, Wayne Stevens was selected Vice Chair of the Active Transportation Advisory Committee for 2018.

Note: Councillor Duncan joined the meeting at 7:13 pm.
Note: Kino Roy resumed as Chair at the meeting.

4.2. Bicycles on Sidewalks – 224 Street from North Avenue to 122 Avenue

The Staff liaison reported on the Council discussion and queries which arose at the January 9, 2018 Council Workshop meeting with regards to excluding bicycles on particular sidewalks and reducing the speed limit along 224 Street. There was discussion on the speed of roadways with existing bike lanes and concerns of other people powered modes of transportation being pushed from the sidewalk to the roadway.

R/2018-005
It was moved and seconded
That only bicycles be excluded from sidewalks along 224 Street from North Avenue to 122 Avenue.

CARRIED

Councillor Duncan - OPPOSED

The Staff liaison advised that Council is seeking input on limiting the speed along 224 Street from 122 Avenue to North Avenue. There was discussion on reducing the speed in that particular stretch of road to 30 km/h and whether or not the current speed matches the road design. The Staff liaison advised of future plans to install a roundabout at 224 Street and 124 Avenue and there was discussion on passive traffic calming along 224 Street.

R/2018-006
It was moved and seconded
That the Active Transportation Advisory Committee support reducing the speed limit on 224 Street from North Avenue to 122 Avenue from 50 km/h to 30 km/h.

CARRIED

4.3. Speed limit consideration on Dewdney Trunk Road from 222 Street to 227 Street

The Staff liaison advised that during the January 9, 2018 Council Workshop meeting, members of Council questioned the idea of reducing the speed limit along Dewdney Trunk Road from 222 Street to 227 Street. Further information on the matter was requested. Staff will forward Council reports and link to Council Workshop video for review and add the item to the next agenda for further discussion.

4.4. 2018 ATAC Work Plan

The Staff liaison clarified capital projects and cycling funding. The Chair spoke to cycling infrastructure and the funding approved by Translink for the Major Bike Network. There was discussion on the flashing amber crosswalks installed along Dewdney Trunk Road and potential locations, guidelines and TAC standards for future installations. It was requested that the next agenda include a discussion on extending bike lanes along 240 Street from Dewdney Trunk Road to Lougheed and what can be accomplished with the existing road structure.

The Council liaison suggested that the 2019 work plan include a review of current cycling facilities and infrastructure to determine a focus and recommendation from the committee. Another item suggested was a contest or draw to promote people powered modes of transportation to engage the community and encourage active transportation. Installation of a bike storage facility at the bus loop was discussed. The Staff liaison reviewed the process of the business planning model at the City of Maple Ridge.

4.5. Communities on the Move – Request for Endorsement

The Chair reviewed the correspondence from HUB Cycling. There was discussion on Translink and its core mandate.

R/2018-007
It was moved and seconded

That the following recommendations be forwarded to Council:

1. **That the City of Maple Ridge endorses the Communities on the Move Declaration published on the BC Alliance for Healthy Living's website.**
2. **That the City of Maple Ridge add its name to the growing list of endorsers of the Communities on the Move Declaration.**

CARRIED

4.6. DropBike Program

Ms. Boekhorst introduced the program and shared her experience with DropBike in Kelowna. There was discussion on the program, bicycle parts, and popular spots in Maple Ridge where the program may work well. There was interest in learning more about the program and Ms. Boekhorst will bring additional information to a future meeting.

5. ***CORRESPONDENCE*** *- Nil*

6. ***QUESTION PERIOD*** *- Nil*

7. ***ROUNDTABLE***

David Rush discussed the topic of an anti-idling campaign. The Staff liaison will provide previous City of Maple Ridge reports and research to members.

Kino Roy reported on pedestrian maps installed at skytrain stations that show nearby points of interest and how far of a walk it is to reach them. There was discussion on how active transportation can be encouraged in Maple Ridge and the possibility of working with Translink to install pedestrian maps at bus stops around town.

Kim McLennan noted an opportunity to work with the Municipal Advisory Committee on Accessibility and Inclusiveness Age-Friendly Initiative subcommittee to install location maps and signage at targeted sites around the city.

Wayne Stevens spoke to promoting local tourism and advised of the passport program run by the City of Vancouver that encourages people to visit attractions and collect stamps. Mr. Stevens will investigate the program further as well as any existing apps available to promote local attractions and will report findings at a future meeting.

8. ***ADJOURNMENT*** – 8:47 pm.

K. Roy, Chair

/aa

City of Maple Ridge
PUBLIC ART STEERING COMMITTEE MEETING MINUTES

The Minutes of the Regular Meeting of the Public Art Steering Committee, held in the Coho Room, at Maple Ridge City Hall, 11995 Haney Place, Maple Ridge, British Columbia, on June 26, 2018 at 3:11 pm.

COMMITTEE MEMBERS PRESENT

Leanne Koehn, Vice-Chair	Community at Large Member
Barbara Duncan	Arts Council Representative
Don Miskiman	Community at Large Member
Donald Luxton	Developer
Wan-Yi Lin	Artist

STAFF MEMBERS PRESENT

Yvonne Chui	Manager, Arts and Community Connections / Staff Liaison
Amanda Allen	Committee Clerk

ABSENT

Wayne Bissky, Chair	Architect
Councillor Kiersten Duncan	City of Maple Ridge

Note: Wayne Bissky was not in attendance. Leanne Koehn chaired the meeting as Vice Chair.

1. ***CALL TO ORDER***

2. ***APPROVAL OF THE AGENDA***

R/2018-010
It was moved and seconded

That the agenda for the June 26, 2018 Public Art Steering Committee be approved as circulated.

CARRIED

3. ***ADOPTION OF THE MINUTES***

R/2018-011
It was moved and seconded

That the minutes of the Maple Ridge Public Art Steering Committee meeting dated April 19, 2018 be adopted.

CARRIED

4. ***DELEGATIONS*** - Nil

5. ***QUESTION PERIOD*** - Nil

6. *NEW AND UNFINISHED BUSINESS*

6.1. Public Art Projects Budget Allocation Forecast 2018-2020

The Staff liaison reviewed the proposed budget forecast for 2018-2020. There was discussion on future conferences, budget contingencies, and upcoming projects. The life cycle of Memorial Peace Park and accessibility around the Cenotaph was discussed.

R/2018-012
It was moved and seconded

That the proposed Budget and Project Considerations 2018-2022 be accepted with the understanding that the Committee may make changes as opportunities arise.

CARRIED

6.2. Public Art Location Recommendations

There was discussion on the locations for new public art commissions. The Staff liaison will prepare a report to Council outlining the recommended public art opportunities that align with the budget and project considerations for 2018-2020. The Staff liaison advised that the annual Public Art Steering Committee update will be presented to Council on July 10 to coincide with the public art location recommendation report.

R/2018-013
It was moved and seconded

That the following locations be approved for new public art commissions in 2018-2020: Albion Community Centre, Telosky Stadium, Hammond Community Centre, Sidewalk improvements on Lougheed Highway (between 224th Street and 226th Street), and 224th Street (between Lougheed Highway and Dewdney Trunk Road).

CARRIED

6.3. Developer Public Art Guidelines

The Staff liaison reviewed the Developer Public Art guidelines and there was discussion on the program. The Staff liaison advised that Developer Public Art Program has received support from City staff and the Advisory Design Panel.

R/2018-014
It was moved and seconded

That the Public Art Steering Committee endorse the Developer Public Art Program guidelines.

CARRIED

Note: The Vice Chair excused herself from discussion of Item 6.4 due to conflict of interest and Donald Luxton assumed the Chair.

6.4. Community Public Art Application

The Staff liaison reviewed the Community Public Art Application submitted by Geek Crossing Designs Inc. There was discussion on the application and the outcome of the small pilot program Geek Crossing launched with select local businesses in the Industrial Park. It was recommended that Geek Crossing submit a final report evaluating the Industrial Park Art Project at its completion.

R/2018-015
It was moved and seconded

That the Public Art Steering Committee approve a $1000 grant to Geek Crossing Designs Inc. for the Industrial Park Art Project through the Community Public Art Program.

CARRIED

Note: The Vice Chair returned to the meeting at 4:01pm and resumed as Chair.

The Staff liaison circulated a thank you note received from the Maple Ridge Pitt Meadows Art Studio Tour.

6.5. Leisure Centre Public Art Call

The Staff liaison reviewed the Art Call and explained project details of the community mosaic by the artist, Rebecca Bayer and David Gregory, recommended by the Leisure Centre Public Art Call subcommittee. The Staff liaison outlined the public engagement component of the piece and advised that a member of the Municipal Advisory Committee on Accessibility and Inclusiveness will be invited to participate on the project build. It was recommended that the landscape pictures from residents help determine the unique colours for the community mosaic. There was discussion on the response to the art call and a recommendation to break the 2020 Games Art Call into both a concept design call and a fabrication cost call, in order to engage more submissions and creativity.

R/2018-016
It was moved and seconded

That the Committee accept the Leisure Centre Public Art Selection Panel's recommended decision to award the Leisure Centre commission to the artist team Rebecca Bayer and David Gregory of Spacemakeplace.

CARRIED

6.6. Banner Design – Selection Representative

The Staff liaison requested a Public Art Steering Committee representative join the selection panel for the 2018 street banner design.

R/2018-017
It was moved and seconded

That Don Miskiman represent the Public Art Steering Committee on the Selection Panel for the 2018 Street Banner Design competition.

CARRIED

6.7. **Utility Box Wrap at Merkley Park/Karina LeBlanc Field**

The Staff liaison advised that the Community Heritage Commission has agreed to contribute $1500.00 towards the utility box wrap.

7. ***ROUNDTABLE***

Barbara Duncan encouraged members to check out the new digital and analogue exhibition at the ACT and the Artist Talk with Aimee Henny Brown on June 30, 2018. A mixed media/collage activity on the notions of home and shelter will take place at the ACT on Canada Day.

Donald Luxton reported that the Haney House Museum is re-opening on July 15, 2018. Mr. Luxton shared highlights from his travels in Europe and at the James Cook exhibit at the British Library.

Leanne Koehn reported that Bard on the Bandstand starts in July and that T's Once Upon a Tea Leaf will be hosting a Tea-Ki party on July 28, 2018 with proceeds going to the Vicuna Arts Studio for clients of the Ridge Meadows Association for Community Living.

Wan-Yi Lin recommended watching the documentary *Cutie and the Boxer* which tells the story of two Japanese born artists living in New York City.

Yvonne Chui advised that planning for the implementation framework of the Cultural Plan will begin in July. The Cultural Plan Task Group will be reassembled to help develop the public engagement component. Ms. Chui is seeking a chalk artist for Canada Day festivities and welcomed any recommendations.

Don Miskiman shared highlights from his recent travels in Vienna and Prague.

8. ***QUESTION PERIOD*** - Nil

9. ***ADJOURNMENT*** – 5:00 pm

L. Koehn, Acting Chair

/aa

1000 Bylaws

MAPLE RIDGE
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mapleridge.ca

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
		FILE NO:	2016-191-RZ
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	**Final Reading:** **Zone Amending Bylaw No. 7257-2016** **11939 240 Street**		

EXECUTIVE SUMMARY:

Bylaw 7257-2016 has been considered by Council and at Public Hearing and subsequently was granted Third Reading. The applicant has requested that Final Reading be granted. The purpose of the rezoning is to permit the construction of a commercial development in the C-2 Community Commercial zone.

Council granted first reading for Zone Amending Bylaw No. 7257-2016 on July 4, 2016, and second reading for Zone Amending Bylaw No. 7257-2016 on October 24, 2017. This application was presented at Public Hearing on November 21, 2017, and Council granted third reading on November 28, 2017.

RECOMMENDATION:

That Zone Amending Bylaw No. 7257-2016 be adopted.

DISCUSSION:

a) Background Context:

Council considered this rezoning application at a Public Hearing held on November 21, 2017. On April 12, 2018 Council granted Third Reading to Zone Amending Bylaw No. 7257-2016 with the stipulation that the following conditions be addressed:

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 240th Street as required;

iii) Registration of a Statutory Right-of-Way plan and agreement for pedestrian access from the south end of the site;

iv) Registration of a Reciprocal Cross Access Easement Agreement;

v) Registration of a Restrictive Covenant for the Stormwater Management Plan

vi) Removal of existing buildings;

vii) Receipt of a Certificate of Compliance from the Ministry of Environment and Climate Change Strategy noting conformance with applicable environmental quality standards in the Regulation;

The following applies to the above:

1. **Registration of a Rezoning Servicing Agreement as a Restrictive Covenant and receipt of the deposit of a security, as outlined in the Agreement;** A letter of undertaking from the applicant's legal counsel has been provided along with required securities;

2. **Road dedication on 240th Street as required;** A letter of undertaking from the applicant's legal counsel has been provided along with revised legal plan showing road dedication;

3. **Registration of a Statutory Right-of-Way plan and agreement for pedestrian access from the south end of the site;** There was neighbourhood opposition to this requirement, expressed at the Development Information Meeting and at Public Hearing. It has since been determined that the need for pedestrian access would be served by the sidewalk along 240th Street, and the walkways within the proposed development. It is therefore recommended that this requirement be removed as a condition of rezoning;

4. **Registration of a Reciprocal Cross Access Easement Agreement**; A signed copy of the Reciprocal Access Agreement along with a letter of undertaking has been provided by the applicant;

5. **Registration of a Restrictive Covenant for the Stormwater Management Plan:** This requirement will be dealt with at the building permit stage;

6. **Removal of existing buildings;** The site is vacant; and

7. **Receipt of a Certificate of Compliance from the Ministry of Environment and Climate Change Strategy noting conformance with applicable environmental quality standards in the Regulation;** The Ministry of Environment and Climate Change Strategy has provided a letter of assurance, dated August 17, 2017, that authorizes the City of Maple Ridge to approve the rezoning and development applications required to advance this proposal.

CONCLUSION:

As the applicant has met Council's conditions, it is recommended that Final Reading be given to Zone Amending Bylaw No. 7257-2016. The accompanying Development Permit and Development Variance Permit will be before Council in the near future.

"Original signed by Diana Hall"

Prepared by: Diana Hall, MA, MCIP, RPP
Planner 2

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

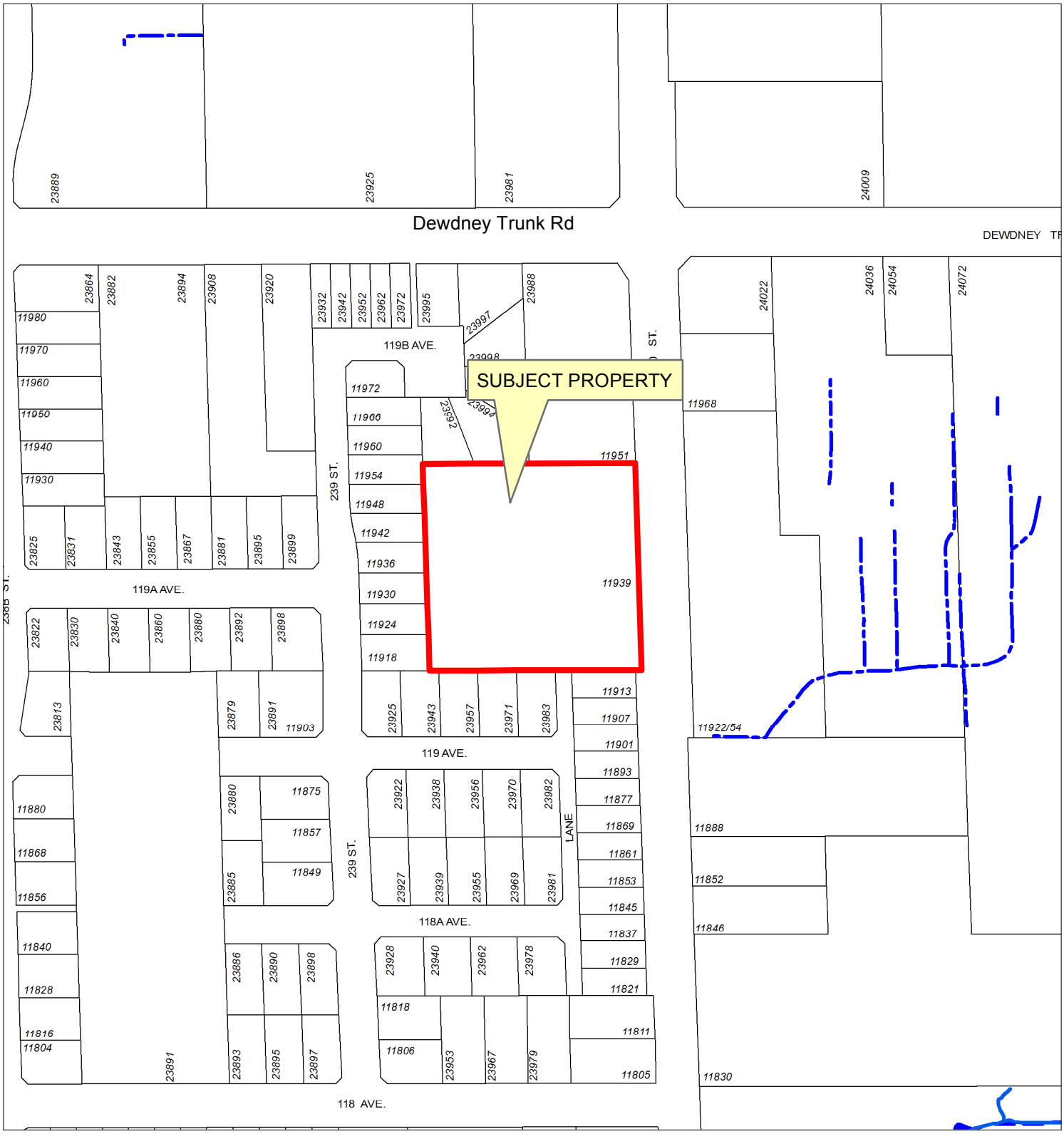
"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Bylaw No.7257-2016
Appendix C – Site Plan

APPENDIX A



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Scale: 1:2,500

Legend

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

11939 240 St

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2016-191-RZ
DATE: Jun 3, 2016
BY: JV

APPENDIX B

CITY OF MAPLE RIDGE

BYLAW NO. 7257-2016

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;

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7257-2016."

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

   South Half Lot 1 Section 16 Township 12 New Westminster District Plan 1676

   and outlined in heavy black line on Map No. 1681 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to C-2 (Community Commercial).

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

   READ a first time the 12th day of July, 2016.

   READ a second time the 24th day of October, 2017.

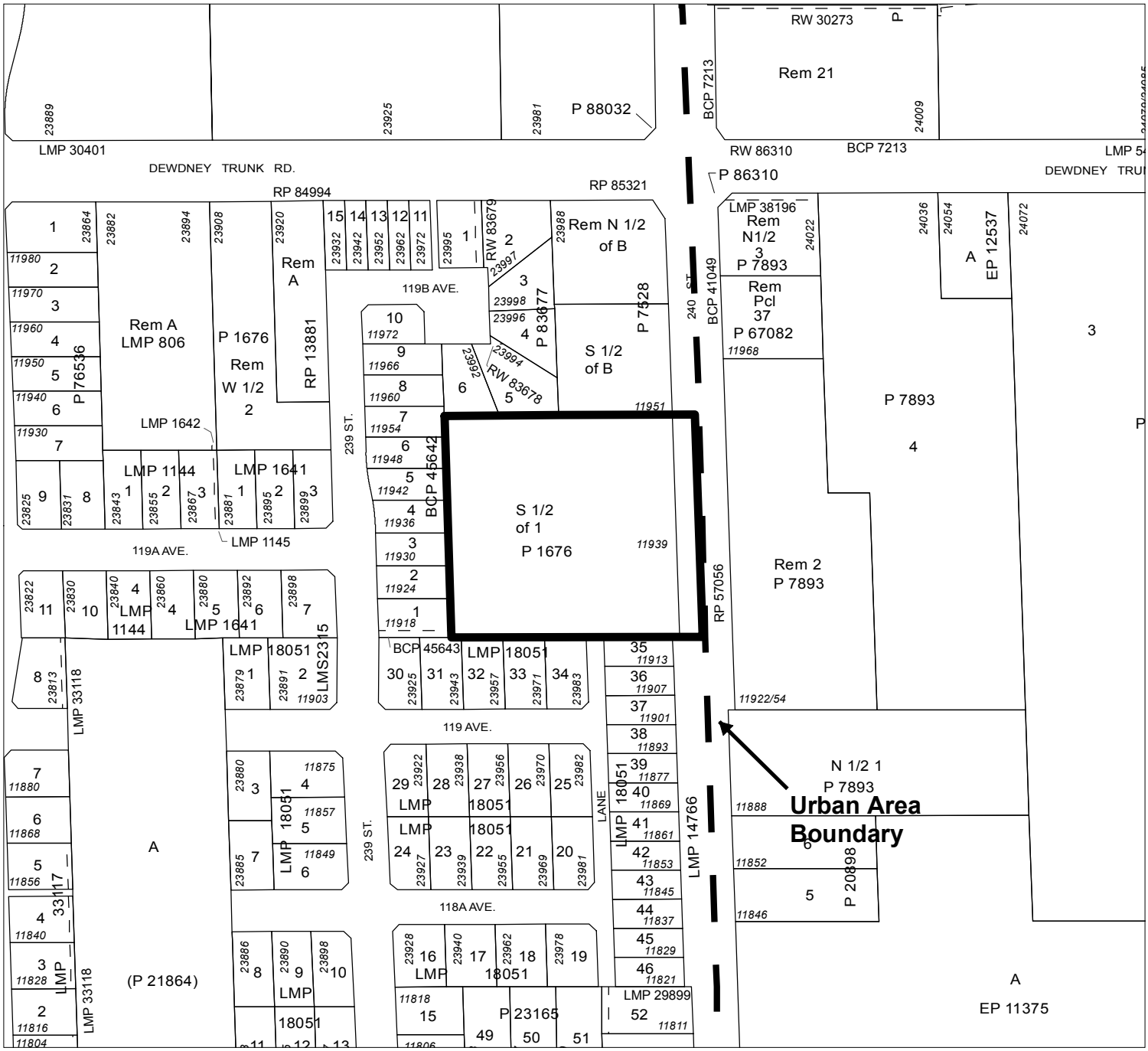
   PUBLIC HEARING held the 21st day of November, 2017.

   READ a third time the 28th day of November, 2017.

   ADOPTED the day of , 20

_____ _____

PRESIDING MEMBER CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7257-2016

Map No. 1681

From: CS-1 (Service Commercial)

To: C-2 (Community Commercial)

MAPLE RIDGE
British Columbia

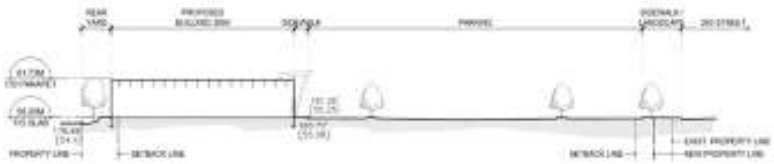
— — Urban Area Boundary

N

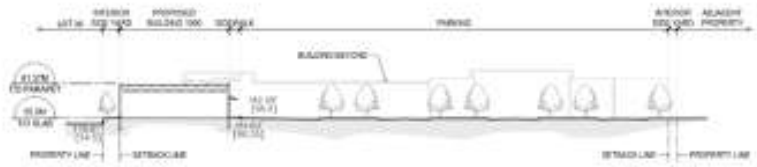
SCALE 1:2,500

APPENDIX C

Site Plan



2 SITE SECTION (BUILDING 2000)



3 SITE SECTION (BUILDING 1000)

1100 *Reports and Recommendations*

MAPLE RIDGE
British Columbia
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City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
		FILE NO:	2018-323-AL
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: **Application to Exclude Land from the Agricultural Land Reserve 23623 & 23451 Jim Robson Way.**

EXECUTIVE SUMMARY:

An application has been received under Section 30 (1) of the Agricultural Land Commission Act to exclude 2 contiguous properties from the Agricultural Land Reserve (ALR). The combined lot size is 24.7 hectares (61 acres). The Applicant's submission conforms with the notice of application requirements of the Agricultural Land Commission.

Both subject properties are within the Albion Flats, and were included in the study area for the Albion Flats Concept Plan. The Concept Plan proposed the exclusion of the Albion Flats from the Agricultural Land Reserve, and the conversion of the properties to other community serving land uses. The Commission's response to the Concept Plan, made in November, 2011, conditionally supported the exclusion of lands south of Jim Robson Way, provided that the properties to the north of Jim Robson Way were rehabilitated and retained in the Agricultural Land Reserve. Both subject properties were therefore to remain in the Agricultural Land Reserve.

Although the Commission did not support the exclusion of the subject properties, subsequently, in 2012 Council authorized exclusion applications for both parcels to proceed to the Commission. The accompanying staff report provided a rationale for forwarding both applications on the basis that the property owners would then be given the opportunity for a direct audience with the Commission. The report noted that "there may be a sense that the Agricultural Land Commission's decision would bring clarity and certainty to the issue."

Both exclusion applications were subsequently denied by the Commission. The property owner at 23451 Jim Robson Way sought reconsideration from the Commission. The Commission's response to this reconsideration request, dated August 13, 2014, states:

> *Based on the information presented in the current application, the Commission believes that its 2011 stipulation for preparation and implementation of an agricultural remedial action plan is still the appropriate course of action, but with soil reclamation now added to the former list of issues.*

The Commission also notes that a "revised proposal does not constitute new evidence and as such is not a basis for reconsideration". As the applicant proposed revisions, it was understood a new application for exclusion would be required prior to further review and another decision by the Commission. This current application proposes to convert both properties for light industrial development. Details are discussed later in this report and are attached as Appendix C.

This report summarizes of the history of the Albion Flats Area Plan, and the direction the Agricultural Land Commission provided for Council's consideration. The recommendations of this report are in accordance with Council direction for exclusion applications.

RECOMMENDATION:

The following resolutions are provided for Council's consideration:

a) That the application not be authorized to go forward to the Agricultural Land Commission;

b) That the application be authorized to go forward to the Agricultural Land Commission with a summary of Council's comments and the staff report.

DISCUSSION:

a) Background Context:

Applicant:		Sherry Gordon Your Land Development and Research Solutions
Legal Description:		Lot A; BLK 18; DL 275; NWD; PL NWP9652 & Lot: B; BLK 18; DL 275; NWD; PL NWP9652
OCP : Existing:		Agricultural
Zoning: Existing:		RS-3 One Family Rural Residential
Surrounding Uses		
North:	Use:	Single Family Urban Residential
	Zone:	RS1-b One Family Urban Residential
	Designation	Urban Residential
South:	Use:	Vacant, Rural Residential
	Zone:	RS-3 One Family Rural Residential
	Designation:	Agricultural
East:	Use:	Park, Agricultural Events, Special Events
	Zone:	CD-4-88
	Designation:	Agricultural, PIA (Park In The ALR)
West:	Use:	Park and Vacant
	Zone:	RS-3 One Family Rural Residential
	Designation:	Agricultural, PIA (Park In The ALR)
Existing Use of Property:		One of the subject properties has farm status.
Proposed Use of Property:		Eco-Industrial Business Park
Site Area:		24.7 hectares (61 acres)
Access:		Jim Robson Way.

b) Project Description:

The applicant's report and rationale is attached as Appendix C. The property owners are proposing that this site be developed as an ecologically friendly light industrial park with accessory retail uses. They emphasize a priority of high quality design offering economic and recreational opportunities, with the final layout and land uses to be developed in collaboration with community direction.

c) Planning Analysis:

On July 19, 2004, a report for processing exclusion applications was received by Council outlining legal implications and the local government's role in processing applications for exclusion from the Agricultural Land Reserve. Council resolved to consider the following options for referring applications to the Agricultural Land Commission:

- The application be authorized to go forward to the Agricultural Land Commission with no comment.
- The application be authorized to go forward to the Agricultural Land Commission with comments.
- The application be authorized to go forward to the Agricultural Land Commission with a recommendation to exclude the property with or without comments.
- The application be authorized to go forward to the Agricultural Land Commission with a recommendation to not exclude the property with or without comments.
- The application not be authorized to go forward to the Agricultural Land Commission.

On February 14, 2005, Council passed the following Resolution:

"That the process for referring applications to the Agricultural Land Commission as resolved at the July 19, 2004 Council Workshop be amended to include the following options only:

a) The application not be authorized to go forward to the Agricultural Land Commission.

b) The application be authorized to go forward to the Agricultural Land Commission with a summary of Council's comments".

This is the process followed for subsequent exclusion applications and forms the basis of this report's recommendation.

Albion Flats Area Planning Process.

The subject property is within the Albion Flats. The Maple Ridge Official Community Plan, adopted in 2006, notes that the Albion Flats is under municipal, regional and provincial jurisdiction. The area has been one of municipal interest for several years. Due to its strategic location along the Lougheed Highway, the lands were designated a special study area of the Regional Growth Strategy of Metro Vancouver Regional District[1]. The intent of this designation was for the possible conversion of these lands for uses that would assist the community in meeting economic development objectives.

[1] In the Metro Vancouver Regional Growth Strategy, a Special Study Area is a location where a municipality has expressed its intention to alter the existing land use, and is anticipating a future regional land use designation amendment. Amending a Special Study Area land use designation or Urban Area Boundary is considered to be a Minor Amendment, and lands in the Agricultural Land Reserve require consultation with the Agricultural Land Commission during the preparation of the planning studies, prior to initiating an application to exclude lands from the ALR.

An extensive consultation program for this area commenced in 2010, known as the Albion Flats Concept Plan. As many of these properties are within the Agricultural Land Reserve, the input of the Agricultural Land Commission was sought early in the process.

In advance of formal applications (for exclusion or non-farm use), the Agricultural Land Commission was willing to provide preliminary comments following the completion of the draft Concept Plan. The District of Maple Ridge (DMR) followed the Commission's advice and submitted the Concept Plan to the Commission for comments in May, 2011. The Commission's response, by Resolution # 2635/2011, stated:

> *"THAT the Commission not endorse the draft concept plan entirely as submitted, but only in part;*
>
> *That DMR be advised that while the Commission is prepared to cooperate towards future commercial or industrial development at Albion Flats, it will do so in conjunction with restoration of an agricultural future for that part of Albion Flats lying to the north of 105 Avenue (now Jim Robson Way);*
>
> *AND THAT focusing on the area north of 105 Avenue the Commission will expect DMR to undertake a comprehensive review of drainage and stream flow conditions in the Road Thirteen Dyking District with a view to resolving issues identified in the Golder Associates overview agricultural assessment and the HB Lanarc environmental baseline report, that review to include*
>
> - *preliminary consultation with Fisheries and Oceans Canada;*
> - *preparation of an agricultural remedial action plan in consultation with the Commission, the Ministry of Agriculture, Fisheries and Oceans Canada and the land owners, such a plan to address all relevant issues including but not limited to drainage, long term access, buffering or consolidation; and*
> - *design to ensure that traffic patterns enable practical access and use by farm vehicles;*
>
> *AND THAT the Commission will expect DMR to submit an application under section 29 of the Agricultural Land Commission Act to exclude from the ALR the land lying south of 105 Avenue and west of 240 Street together with any remnant areas elsewhere in DMR identified by the Commission as being unsuitable for Agriculture; Commission approval of such an application may be in part or in whole conditional on progress toward the foregoing action plan;*
>
> *AND THAT this response does not suggest or promote any move to eliminate the use of land at Albion Flats as an agricultural fairground;*
>
> *AND THAT the Commission recognizes that any implementation or action to be taken with respect to the Commission's response to the concept plan will require that DMR and land owners be responsible for complying with applicable Acts, Regulations, and decisions of any authorities that have jurisdiction under an enactment."*

These comments assert the ALC position that overall the City's draft concept plan was determined to be inconsistent with the objectives of the ALC Act to preserve agricultural land.

Upon receipt and review of the previous exclusion applications for the subject properties in 2012, the Commission was prompted to add a further requirement for soil reclamation for the lands north of Jim Robson Way in addition to the previous 2011 list of conditions identified by the ALC.

On October 5, 2015, Council endorsed a renewed planning process to complete a revised land use concept plan and Albion Flats Area Plan Bylaw. It was proposed to revisit the 2010 charrette outcomes and community stakeholder input as the basis for identifying preferred land uses and moving forward to complete an Area Plan Bylaw. The Albion Flats Area Plan process complied with the Commission direction and was proposed to have four phases:

- Phase 1: Re-Establish & Initiate an Area Plan Process
- Phase 2: Re-Draft a Land Use Concept Plan and Seek Council Endorsement
- Phase 3: Submit Block Exclusion Application to ALC
- Phase 4: Undertake Albion Flats Area Plan Bylaw Approval

Throughout the remainder of 2016, Council discussed opportunities for future recreation facilities, including options for the Albion Flats. These investigations were a priority and shifted the Albion Flats Area Plan timeline.

In the Fall of 2017, Council initiated the Community Facilities Conversation, engaging the community on their preferred recreational priorities. The expansion of the Planet Ice facility within the Albion Flats was ultimately identified as a public preference. The Planet ice expansion later received elector approval through the Alternative Approval Process in 2018.

The completion of this process has renewed the Albion Flats Area Plan as an issue for further discussion. The direction provided by the Commission has established that drainage issues on the north side of 105 Avenue need to be addressed. It is also clear that the Commission has directed that the exclusion of the lands to the south of Jim Robson Way are conditional on the agricultural future of lands on the north side being restored.

With this consistent direction from the Agricultural Land Commission a significantly persuasive case would need to be made for the Commission to change its direction with regard to the lands on the north side of Jim Robson Way. In addition the City's policies require that exclusion applications demonstrate a net benefit for agriculture.

Case for Exclusion

The Property Owners maintain that:

- the lands under application cannot be farmed due to flooding and saturation of the subject properties.
- this problem has been noted by the Commission since 1989 when the Agricultural Land Commission required "Maple Ridge to carry out fill and drainage works in a manner that would have no negative impact on adjacent ALR lands." Subsequent ALC decisions made in 1994, 1995 and 2011 on applications for Municipal lands have specified remediation of drainage conditions with specific drainage conditions,.
- adjacent development including Planet Ice and the fairgrounds have contributed to this problem.
- drainage and rehabilitation will not happen in a timely manner if dependent upon private developers of upland properties having to pay for it.

The full text of the applicant's rationale and proposal details are attached as Appendix C.

The rationale for exclusion as provided by the applicant relates to the drainage problems associated with the subject property. It is understood and accepted by the Commission that these constraints currently impede the agricultural potential of the property. For this reason, the Commission has

established conditions that remediation be provided prior to any exclusion of the lands south of Jim Robson Way within the study area. The remediation required by the Commission is expected to be a condition of exclusion and will not be at the expense of those whose properties are to be retained as agricultural parcels.

The applicant has expressed frustration over the delays in providing this remediation, but based on previous Commission direction, it is not clear that justification for exclusion could be made on this basis.

Commercial and Industrial Strategy

The applicant is recommending light industrial development of the subject site. The Commercial and Industrial strategy was endorsed by Council in 2014, after the Albion Concept Plan had been reviewed by the Agricultural Land Commission. The consultant's review of this area stated the following:

> *...given the dearth of quality lands for family-supporting jobs and industries in the District (City of Maple Ridge) we recommend that any future exploration of ALR exclusion for part of the Albion Flats focus on developing it as a mixed use employment node with a smaller retail component near 105th Avenue (now called Jim Robson Way).*

This excerpt reveals that a conversion to industrial uses could be supported in the community.

Official Community Plan

The Official Community Plan, contains statements and policies that pertain to this application. Some of these could support the development of employment lands on this property. However, some of these support the retention of agricultural properties for agricultural purposes. The following outlines some of the relevant sections from the Official Community Plan.

Section 6.2.3 Albion Flats

The Official Community Plan recognizes the strategic importance of the Albion Flats to the community and the potential it may have for conversion to other uses. Policy 6-15 states the following:

> *Maple Ridge will work with Metro Vancouver, the Greater Vancouver Sewerage and Drainage District (GVS & DD) and the Agricultural Land Commission (ALC) to determine the future of the Albion Flats in conjunction with community, Regional, and Provincial goals.*

As noted earlier in this report, the inclusion of the Albion Flats as a special study area in Metro Vancouver's Regional Growth Strategy was intended to facilitate the potential conversion of these lands.

Section 6 – Employment

Section 6 of the Official Community Plan speaks directly to the issue of employment in the Official Community Plan in that it recognizes the need to diversify the tax assessment and create more jobs in Maple Ridge in order to become a more balanced community. Section 6.4.1 states:

To accommodate the long term demand for industrial lands, Maple Ridge needs to create an additional industrial area or areas of about 80 to 120 hectares (200 to 300 acres).

One of the objectives that supports the above noted statement is:

To create a larger more diverse industrial sector that offers greater employment opportunities for residents, generates additional investment, enhances local businesses and creates a larger tax base to pay for municipal services and amenities.

Building further on that objective, Policy 6 – 45 states the following:

The identification of additional employment generating lands is a priority for the District. Following the completion of an Agricultural Plan, and as a component of a comprehensive review of the Urban Area Boundary Maple Ridge will evaluate alternate locations for a large block or blocks of additional employment generating land to support the growth of the employment sector in the future. Location parameters for suitable industrial land may include, but is not limited to:

a) land that is relatively flat;
b) land that is conducive to industrial development;
c) land that is contiguous to a full range of municipal services;
d) land that is strategically located near the Regional transportation network.

The subject properties meet the location criteria as expressed in this policy. Locational criteria are discussed further in Policy 6-46 of the Official Community Plan as follows:

Maple Ridge will consider industrial development within the Urban Area Boundary providing that the following compatibility criteria can be satisfied:
i) land is contiguous to a full range of municipal services;
ii) land is strategically located on, or near a Major Road Corridor and the transportation network can support the development;
iii) the proposed development is compatible with the surrounding area; and
iv) the use is consistent with the Economic Development Strategy.

Agricultural Policies

Policy 6-12 of the Official Community Plan applies to land use decisions that affect the agricultural land base. It states:

Maple Ridge will protect the productivity of its agricultural land by:

a) Adopting a guiding principle of "positive benefit to agriculture" when making land use decisions that could affect the agricultural land base, with favourable recognition of initiatives including but not limited to supportive non-farm uses, infrastructure improvements for farmland, or the inclusion of land elsewhere in the Agricultural Land Reserve.

The requirement in the Official Community Plan for a net benefit to agriculture indicates that measures such as supportive non-farm uses, infrastructure improvements for farmland, or the inclusion of land elsewhere in the Agricultural Land Reserve would be appropriate to compensate for

the loss of agricultural land. This requirement does not appear to have been addressed with this application.

Maple Ridge Agricultural Plan

The Maple Ridge Agricultural Plan, adopted in 2009, noted that there are significant agricultural areas within the District that are compromised due to flooding. Goal 6 of the Plan states the following:

> *It is difficult for the community to realize the potential of agricultural lands that are compromised due to deteriorating infrastructure, and are less productive as a result. This situation may contribute to pressures to convert this land to non-farm uses. In view of the fact that a lower standard of infrastructure improvements is required to meet agricultural drainage and flood control needs in the flood plain, it would appear to make sense to use this relationship to the benefit of agriculture and the community as a whole.*
>
> *The primary goal with respect to larger established farming operations in Maple Ridge is to plan for their retention as farms, rather than watch them languish and deteriorate, so that the community can optimize the rewards and advantages of having agriculture in its midst.*
>
> *Limited to highly specific situations, the secondary goal (if the primary goal is not feasible) is to explore establishing a policy of compensation from development that enables funds to be generated and expended so that the net agricultural capability of the District is enhanced by investment elsewhere.*
>
> *Key recommendations of the Plan state the following:*
>
> *a) Explore establishing a drainage and flood control levy*
> *b) Undertake a feasibility study of drainage and flood control to rehabilitate affected areas*
> *c) Require compensation from unavoidable agricultural land conversion developments to be used to increase net agricultural capability in the District*

This excerpt reveals considerable consistency between the conditions set by the Agricultural Land Commission for the Albion Flats and the policy statements of the Agricultural Plan.

A net benefit to agriculture has not been demonstrated. The rationale for this exclusion relates to the drainage problems associated with the subject property. This concern is supported by the inclusion of an agrologist's report. It is clear that drainage concerns were noted and understood by the Agricultural Land Commission when they provided Council with comments in 2011. The Commission will require these concerns to be addressed as part of the exclusion application for the lands to the south of 105 Avenue.

CONCLUSION:

The subject properties are located within the Albion Flats, an area that has been under review for possible conversion to other community serving land uses. Support for this conversion has been provided in the context of the Commercial and Industrial Strategy. The Official Community Plan contains policies that could support the exclusion of these properties, as well as policies that support retaining these lands within the Agricultural Land Reserve.

This application for exclusion occurs in an area of the Albion Flats that the Agricultural Land Commission has consistently stated should be retained in the Agricultural Land Reserve. The applicant's rationale for this exclusion relates to the drainage problems associated with the subject property.

These problems were understood by the Commission in their response to the Albion Flats Concept Plan. The Commission established redress of these problems as a requirement for the exclusion of the lands to the south of Jim Robson Way.

As per Council's direction two options are provided for Council's consideration.

"Original signed by Diana Hall"

Prepared by: Diana Hall, MA, MCIP, RPP
Planner 2

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

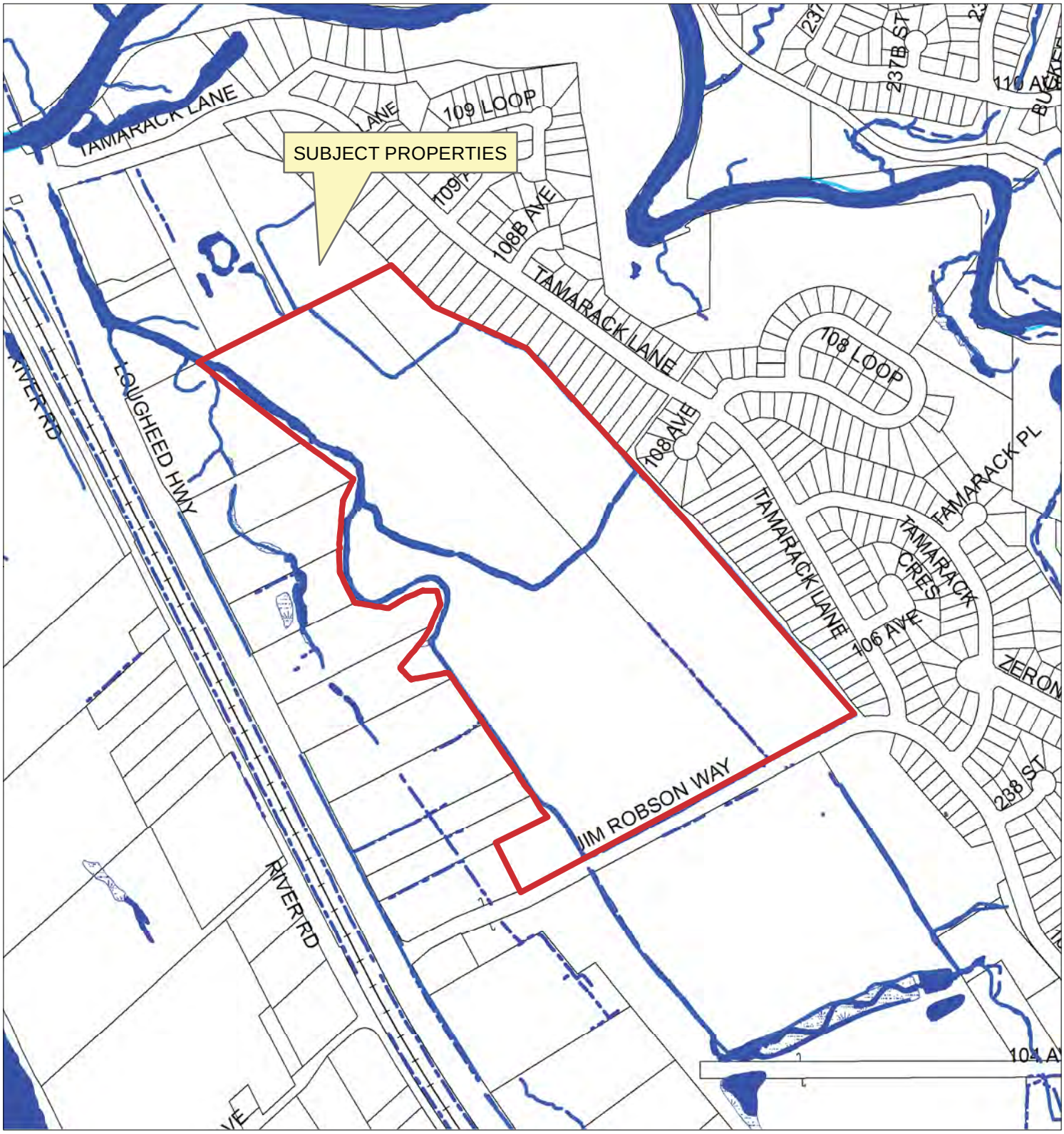
Approved by: Frank Quinn, MBA, P. Eng
GM Public Works & Development Services

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A Subject Map
Appendix B Ortho Photo
Appendix C Applicant's Proposal and Rationale

APPENDIX A



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Scale: 1:6,500

Legend

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

23623, 23451 JIM ROBSON WAY

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
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FILE: 2018-323-AL
DATE: Sep 20, 2018
BY: LP

APPENDIX B

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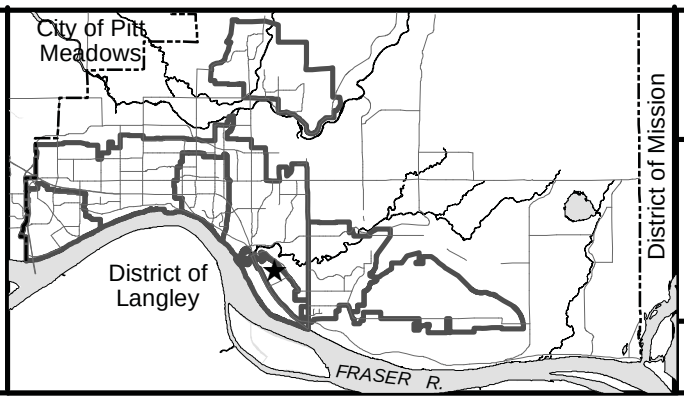

23623, 23451 JIM ROBSON WAY

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2018-323-AL
DATE: Sep 20, 2018
BY: LP

APPENDIX C

Report to Accompany
Agricultural Land Commission
Application ID 57750

June 25, 2018

Prepared by

YourLand Development & Research Solutions
PO Box 45124 Ocean Park
Surrey BC V4A 9L1
Phone: 604-417-4562
Email: YourLand@telus.net

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Introduction

The application currently under consideration is the 2nd application for exclusion from the Agricultural Land Reserve (ALR) made by the Applicants. In 2012 and 2013 the Property Owners of both properties individually submitted applications to exclude their land from the ALR. Both applications were refused on the grounds that the lands could be drained and rehabilitated for agriculture. Summarized information from those applications has been added to this Report to provide important background information.

Application ID 57750 Proposal

The property owners, through discussions with members of the City of Maple Ridge Staff and Council, have determined that the properties are most valuable to the community at large as an Industrial area. Due to the proximity of the properties under application to high density residential uses on the uplands, we believe that a Light Industrial development would offer the most compatible land use while still satisfying the City's need for Industrial and Employment land.

What we envision is a Light Industrial Park which is ecologically friendly and will support businesses which may have storefronts to market the items being manufactured. We are also hoping to pursue a Trades School facility for the property which has been looking for an appropriate location in Maple Ridge for a number of years now. While design plans have not been prepared for this Eco-Industrial Park yet, we hope to follow in the footsteps of some other Canadian entrepreneurs who have developed similar Industrial Parks and are now operating at other locations in Canada.

Some of the main features of an Eco-Industrial Park may include following:

- The opportunity to live and work in the same community;
- Public amenities such as walking and biking trails;
- A pedestrian friendly business community;
- Pedestrian connectivity allowing people to easily walk or bicycle between businesses and to amenity areas;
- Narrowed internal roads to reduce asphalt use;
- Attractive connections between buildings and trails;
- Shared driveways and parking facilities;
- Green roofs;
- Green building construction with energy and water efficiencies;
- Multi-use trails which can provide additional landscape buffer and improve integration of open space and amenity;
- Storm-water management pond designed as both an amenity and habitat.

The Property Owners maintain that the lands under application cannot be farmed due to flooding and saturation of the land. Further, draining and rehabilitating the property has not been adequately

pursued since 1989 when the Agricultural Land Commission first acknowledged the issue of drainage and required, as a condition of approval for an application on Municipal lands on the east side of 105th Ave. (Jim Robinson way), “the commitment of Maple Ridge to carry out the fill and drainage works in a manner that would have no negative impact on adjacent ALR lands.” Since that time there have been other decisions made on applications for the Municipal lands with specific drainage conditions, in 1994, 1995 and 2011. Everything the Municipality has applied for to date has been constructed with no resolution to the ongoing drainage plight of the Property Owners of the flooded properties under application.

We have been told by a representative of the City that “No public funds will be used to drain the lands west of 105th Avenue”. We believe that drainage and rehabilitation will not happen in a timely manner, if ever, if dependent upon private developers of the remaining upland properties having to pay for it. Further, we do not believe that the City of Maple Ridge has the ability or intent to spend the funds necessary to do this work. The Property Owners contend that they should no longer be held hostage by historical decisions which have been re-issued numerous times over the years, without ensuring a mutually agreeable drainage plan was in place with a firm completion date.

Background Information

Maple Ridgeôs Sustainability Action Plan ï Implementing Sustainability Principles (November 15, 2007)

P. 17 Future Steps: Green Industrial Park

The concept of greening industrial parks has been around for about 30 years. Greening can occur with site design, infrastructure, proactively attracting certain types of business and creating networks amongst businesses for support. Many of these ideas have been tested as eco-industrial parks or networks. An eco-industrial approach can contribute to a diverse and stable local economy; increase the competitiveness and eco-efficiency of existing businesses and attract progressive, new businesses to fill identified niches. The combined result is a healthier community and surrounding ecosystem, and a more robust local economy.

What is Light Industry?

As the name suggests, light industry involves manufacturing, but on a much smaller scale than what you might see at a large production plant that spans several acres. In some cases light industry can be performed in spaces no larger than a two-car garage. Light industrial companies produce a variety of personal and household items and components of larger goods. Unlike their heavy industrial counterparts, manufacturers in light industry usually:

- rely more on labor and less on machines
- need fewer raw materials
- leave smaller footprints on the environment and surrounding properties

Light industry is attractive to local economies because it **adds large numbers of jobs**, doesn't create a lot of stress on local infrastructure, and usually does not involve a large capital investment. Emerging and changing technology shapes which sectors of light industry can expect job growth.

Light Industrial developments are designed to be compact and efficient urban structures that integrate with the surrounding community while reducing impacts through 'right sized' infrastructure, low-impact development. They should provide an accessible and well-designed park and open space system, with compatible land uses and densities and supporting amenities and services.

The President's Council on Sustainable Development (PCSD 1996c) defines the eco-industrial park (EIP) as follows:

[It is] a community of businesses that co-operate with each other and with the local community to efficiently share resources (information, materials, water, energy, infrastructure and natural habitat), leading to economic gains, gains in environmental quality and equitable enhancement of human resources for the business and local community.

The proposal which we envision will be made up of manufacturing businesses, some with store fronts to sell their products. There may also be an opportunity to locate a branch of a Trade School as a part of this development. There may also be facilities such as Day Care for the employees as well as restaurants, bakeries, brew pubs, etc.

The development of the site will be sensitive to the natural environment and the people who live in this area and visit it. We envision walking and biking trails throughout the development, possibly a storm water habitat and other features to make this a live and work site. However, the final layout and make-up of the development and the businesses which may locate on the properties will be dependent on the direction given by the community in the Development process.

History of the Subject Properties

The Wynnyk family purchased 23451 Jim Robinson Way (105th Avenue) in 1947. Steve and John Wynnyk purchased the land from their parents in 1959 and farmed it and the adjacent property, also under application, since that date.

In 1987 the first problems with storm water run-off from the very first upland development were identified by the property owners of both 23451 and 23623 Jim Robinson Way (JRW). At that time letters were sent to the Agricultural Land Commission and copied to Maple Ridge.

In 1989 the Agricultural Land Commission agreed in Principal to allow Maple Ridge to use 23.8 ha of the 24.4 ha lot on the south east side of JRW as a municipal fairground site, including a variety of commercial-recreation and special events, in accordance with a master plan. Conditions of approval included the commitment of Maple Ridge to carry out the fill and drainage works in a manner that would have no negative impact on adjacent ALR lands.

In 1993 the ALC carried out a planning review and notified Maple Ridge of its willingness to work with it to develop a land use and development plan which would consider the following:

- Appropriate agricultural and agriculturally related commercial and industrial uses;
- Mitigation and management measures to address the problems of urban storm water run-off from adjacent urban area, and uncontrolled weed growth.

In 1994 the ALC agreed to the revision of the 1989 Fairgrounds Development Plan subject to conditions:

- Maple Ridge ensuring that sufficient detention capacity is provided during construction of the fairgrounds facilities and permanent drainage works;
- Submission of a 3 part under-taking in favour of the Commission that the District shall address any negative drainage impacts in the Albion ALR that arise from their undertakings in the Spencer Creek drainage area;
- Maple Ridge Fall Fair Board and farmers market related conditions;
- and, any further changes to the Fairgrounds development plan to require a new application.

In 2011, after reviewing the Albion Flats Concept Plan, the ALC advised Maple Ridge that it would be willing to cooperate towards future commercial or industrial development at Albion Flats in conjunction with restoration of an agricultural future for those lands located north west of 105th Ave (the Subject Properties) and would expect Maple Ridge to undertake a comprehensive review of the drainage and stream flow conditions in the Road 13 Dyking District. The review to include preliminary consultations with Fisheries and Oceans, preparation of a remedial action plan to address all relevant issues not limited to drainage, long term access, buffering or consolidation, as well as a traffic design to ensure traffic patterns enable practical access and use by farm vehicles.

During its review of the previous applications for exclusion of the Subject Properties the Commission noted that its 2011 stipulation for an agricultural remedial action plan is still the appropriate course of action, but with soil remediation now added to the former list of issues.

The Albion Flats has been subject to repeated studies and identified for non-farm uses almost continuously since its inclusion in the ALR.

The properties under application are within the Urban Boundary, strategically located next to major transportation routes, and surrounded by urban uses.

Since the inclusion of this area into the ALR, only 3 of the 35 properties which make up the Albion Flats have been used for agriculture.

Several properties in the Albion Flats have been identified by the Agricultural Land Commission as being suitable for exclusion from the ALR or have already been excluded.

Historical ALC Staff reports note that much of the area lands "…are of limited interest to agriculture".

ALC Planning comments made in support of the exclusion of the Municipal lands south east of 105th Avenue in 2011 noted that exclusion would leave the two low-lying parcels northwest of 105th Avenue as an isolated and unsustainable pocket of agriculture in an increasingly urban part of Maple Ridge.

Excerpts from **Agricultural Land Capability Assessment of Farm Located at 23451 105th Ave. Maple Ridge, B.C.** Prepared by Bruce McTavish, M.Sc., MBA, P.Ag., RPBio. and Hubert Timmenga, PhD, P.Ag., CMC dated November 24, 2012

4.1 Historic Land Capability for Agriculture Based on Existing Mapping

The existing mapping for land capability for agriculture rates the property as 4W (3DW), this is unimproved capability class 4 with the limiting factor being wetness and improvable to class 3 with the limiting factor being undesirable soil structure or low perviousness (D) and wetness (W). It should be noted that the land capability mapping rates the land on the west and east side of 105th Ave as equivalent and the soil mapping indicates that the soils prior to filling on the east side of 105th Ave are in the same soil series.

4.2 Land Capability for Agriculture Based on Current Site Assessment

Current Land Capability is based on a number of factors that have significantly reduced the capability of the land to support agriculture; these have been discussed in section 3 and are summarized below:

- Impact of deteriorated storm water drainage system on agricultural cropping includes inability to grow perennial crops due to flooding,
- later spring seeding, making it impossible for crops to reach maturity,
- higher water tables leading to difficult field operations through the growing season,
- early fall soil saturation resulting in the inability to harvest crops,
- standing water through much of the year giving an effective natural grazing period of only 5 to 10 weeks. Growing or harvesting of crops is not possible,
- puddling leading to destruction of soil structure,
- soil compaction and deepening of depressional areas,
- overbanking of ditches leading to flooding of the land and increasing surface ponding and puddling. Flooding taking place on a regular basis from fall to spring,
- overbanking of road ditches potentially bringing contaminants on to the land.

(One more point which should be added is - the property is not accessible to farm equipment due to ground conditions.)

Based on the site observations and a review of the Zbeetnoff report prepared for the District of Maple Ridge the existing land capability for agriculture should be:

- All lands east of the ditch that bisects the property should be rated at 7:6W 3:6I
- The lands to the west of the ditch that bisects the property are not quite as wet or flood as often, and they should be rated 8:5W 2:5I.

In its present state the land to the east of the centre drainage ditch that is classed 7:6W 3:6I as shown in figure 13 has currently no effective ability to produce agricultural crops. The land to the west of the centre drainage ditch that is classed 8:5W 2:5I has marginal ability to produce perennial forage

Agricultural Land Capability Assessment of Farm Located at 23451 105th Ave. Maple Ridge, B.C.
Prepared by Bruce McTavish, M.Sc., MBA, P.Ag., RPBio. and Hubert Timmenga, PhD, P.Ag., CMC Nov. 24, 2012

Envirowest Consultants Inc. Report dated September 1, 2016 re: 23451 105TH Avenue, Maple Ridge@Albion Flats

In 2015 the Wynnyk's hired Envirowest Consultants to undertake a review of the drainage issues associated with their property. In this review it was shown that the drainage issues do not originate on the Municipal lands on the east side of Jim Robinson Way, but rather in the developed upland areas which are outside the ALR. In summary of Envirowest's findings, the resolution to the drainage issues affecting the subject properties will require far more than resolving drainage on the Municipal lands. Drainage works would be required in the upland areas as well. The most cost effective drainage plan which was proposed would be one which would cost in excess of $8,700,000, not including property acquisition costs, and would re-direct 25 % of the subject properties from future agricultural use to part of the drainage system.

Conclusion

The Property Owners maintain that the lands under application cannot be farmed due to flooding and saturation of the land. Conditional decisions made by the Agricultural Land Commission allowing development of the Municipal lands including the commitment to prevent negative impacts on the subject properties and draining and rehabilitating the properties have not been adequately addressed or pursued since first required in 1989. Everything the Municipality has applied for has been constructed with no resolution to the ongoing plight of the Property Owners.

We believe that drainage and rehabilitation of the Municipal lands will not resolve the issues which are causing the flooding of the subject properties. The problem does not originate on the Municipal lands but rather on the non-ALR uplands where development was permitted without provision for storm drainage. The scope of this issue has never been acknowledged by either the ALC or the City of Maple Ridge and we contend that it is beyond the ability of the City of Maple Ridge to resolve financially or in a timely manner. The Property Owners should no longer be held hostage by old decisions based on incomplete information.

It is time to acknowledge that these two properties do not constitute an integral agricultural area in the community, and perhaps the monies that the Municipality does not have or want to spend on draining and reclaiming these lands could be put to better use. Providing a Net Benefit to Agriculture elsewhere in the Community? Facilitating the placement of a Trades School offering Agricultural Programs?

The Property Owners have based their arguments in support of the Exclusion of these lands from the Agricultural Land Reserve on professionally substantiated facts. The lands are unable to support agriculture and the City of Maple Ridge is unable to ensure that the problems can or will be remedied and agricultural suitability restored.

The Property Owners have been without a source of income from these properties for over 6 years now. Long before that the productivity of the land had provided an exponentially diminishing return on a yearly basis until it reached the point of being unusable.

After 30 years of platitudes and nothing of consequence being done to resolve the issues which have effectively eliminated the ability to use these ALR lands to farm, the land owners deserve the recognition that this is no longer an agricultural area and the opportunity to move forward with their plans to make their lands provide a financial return once more.

MAPLE RIDGE
British Columbia
mapleridge.ca

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
		FILE NO:	2018-242-RZ
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: **First Reading**
Zone Amending Bylaw No. 7498-2018;
11265 243 Street

EXECUTIVE SUMMARY:

An application has been received to rezone the subject property located at 11265 243 Street from RS-3 (One Family Rural Residential) to RM-1 (Townhouse Residential) to create a 16 unit Townhouse development with underground parking.

Pursuant to Council Policy, this application is subject to the Community Amenity Contribution Program at a rate of $4,100 per townhouse or other attached ground oriented dwelling unit, for an estimated amount of $65,600.00.

Portions of the site are influenced by a watercourse and steep slopes that are environmentally sensitive that will need to be dedicated as park. An Official Community Plan (OCP) amendment will be required to amend the land use designation Conservation. In addition, to support the proposed RM-1 (Townhouse Residential) zone an amendment is required to redesignate those portions of the property that will not be Conservation to Medium Density Residential.

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

RECOMMENDATIONS:

In respect of Section 475 of the *Local Government Act,* requirement for consultation during the development or amendment of an Official Community Plan, Council must consider whether consultation is required with specifically:

i. **The Board of the Regional District in which the area covered by the plan is located, in the case of a Municipal Official Community Plan;**
ii. **The Board of any Regional District that is adjacent to the area covered by the plan;**
iii. **The Council of any municipality that is adjacent to the area covered by the plan;**
iv. **First Nations;**
v. **Boards of Education, Greater Boards and Improvements District Boards; and**
vi. **The Provincial and Federal Governments and their agencies.**

and in that regard it is recommended that no additional consultation be required in respect of this matter beyond the early posting of the proposed Official Community Plan amendments on the City's website, together with an invitation to the public to comment, and;

That Zone Amending Bylaw No. 7498-2018 be given first reading; and

That the applicants provide further information as described on Schedules A, C, D, F, and G of the Development Procedures Bylaw No. 5879–1999, along with the information required a Subdivision application.

DISCUSSION:

a) Background Context:

Applicant:		Andrew Scott Architecture and Planning - Andrew Scott
Owner:		Sun Ho Kang and Young Sook Kang
Legal Description:		Lot 17, Section 15, Township 12, New Westminister District Plan 50696
OCP:		
Existing:		Low/Medium Density Residential and Conservation
Proposed:		Medium Density Residential and Conservation
Zoning:		
Existing:		RS-3 (One Family Rural Residential)
Proposed:		RM-1 (Townhouse Residential)
Surrounding Uses:		
North:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Low Density Residential and Conservation
South:	Use:	Single Family Residential
	Zone:	RS-1b (One Family Urban (Medium Density) Residential) with Density Bonus: R-1 (Residential District)
	Designation:	Low/Medium Density Residential and Conservation
East:	Use:	Single Family Residential
	Zone:	RS-1b (One Family Urban (Medium Density) Residential) with Density Bonus: R-1 (Residential District)
	Designation:	Low/Medium Density Residential and Conservation
West:	Use:	Single Family Residential
	Zone:	RS-3 (One Family Rural Residential)
	Designation:	Low Density Residential and Conservation.
Existing Use of Property:		Single Family Residential
Proposed Use of Property:		16 unit Townhouses with underground parking
Site Area:		0.811 ha (2.01 acres)
Access:		242A Street or 243 Street
Servicing requirement:		Urban Standard

b) Site Characteristics:

The subject property is located in the Albion Neighbourhood west of 243 Street and north of 112 Avenue. The north/west portion of the subject property is influenced by slopes and is treed by coniferous and deciduous trees. Located on the subject property is an existing single family house and accessory outbuilding. South of the subject property is a 16 lot single family subdivision and

east is a 47 single family subdivision both were created through the Albion Density Provision of the Zoning Bylaw. The subject property is designated Low/Medium Density Residential and Conservation. The access for the proposed development will be reviewed in conjunction with the site design and the requirements of the Engineering Department.

c) Project Description:

The applicant has applied to rezone the subject property RM-1 (Townhouse Residential) to support a 16 unit townhouse development with undergroung parking. The concept for the development will consist of several townhouse clusters built over underground parking, To take advantange and support the existing topography, as well to blend in with the existing single family homes nearby, the applicant has proposed to terrace the development which will allow a two storey form.

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 Albion Area Plan and is currently designated Low/Medium Density Residential and Conservation. An OCP amendment will be required to adjust the Conservation boundaries to reflect ground truthing and redesignate those portions of the subject property that will not be Conservation to Medium Density Residential.

The Low/Medium Density Residential designation does not support the proposed rezoning to RM-1 (Townhouse Residential). In order to support the rezoning an amendement to the OCP is required. The designation that supports the RM-1 (Townhouse Residential) zone is Medium Density Residential designation. The unique design proposed for the development also allows for alternative housing forms which will increase housing options.

The Albion Area Plan supports increases in density as a means of providing additional amenities in the Allbion Area.

Policy 10-7 states - *Maple Ridge Council may consider Density Bonuses as part of the development review process for Albion Area Plan Amendmetn applications seeking a land use designation change that would permit a higher density than currently permitted.*

Policy 10-8 states – *A density bonus will only be permitted on those lands that are located entirely within the boundaries of the Albion Area Plan and Urban Area Boundary.*

Recognizing that other developments in the area seeking additional density pay a density bonus rate, the policy OCP amendment will also pay the desnity bonus rate resulting in additional density. The expectaton in the policy is an OCP amendment will also pay resulting in additional density. Further details of the Density Bonuses to provide additional amenties in the Albion Area will be detailed in a second reading report.

The proposed OCP amendment is supported in recognition that the site has development challenges. A significant portion of the site will be dedicated as conservation and the resulting parcel shape is not suitable for a single family form. The townhouse units can easily fit the site and blend into the neighbourhood with the incorporated underground parking being proposed.

The proposal will contribute towards achieving one of the the visions of the City which is "Placemaking". This will be achieved through the protection of the enviornmental features of the subject property within this unique and compact development area.

The Conservation designation identifies ecologically sensitive lands that require protection in order to ensure that their health, diversity and integrity are maintained. The lands are considered to be highly environmental/geotechnically sensitive.

Zoning Bylaw:

The current application proposes to rezone the property located at 11265 243 Street from RS-3 (One Family Rural Residential) to RM-1 (Townhouse Residential) to permit a 16 unit townhouse development with underground parking. Any variations from the requirements of the proposed zone will require a Development Variance Permit application.

Development Permits:

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

Pursuant to Section 8.9 of the OCP, a Watercourse Protection Development Permit application is required to ensure the preservation, protection, restoration and enhancement of watercourse and riparian areas.

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

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

The Conservation designation identifies ecologically sensitive lands which require protection in order to ensure the preservation, protection, restoration and enhancement of the natural environment and for development that is protected from hazardous conditions.

Advisory Design Panel:

A Multi-Family Development Permit is required and must be reviewed by the Advisory Design Panel prior to Second Reading.

Development Information Meeting:

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

e) Interdepartmental Implications:

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

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

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

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

f) Early and Ongoing Consultation:

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

g) Development Applications:

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

1. An OCP Application (Schedule A);
2. A complete Rezoning Application (Schedule C);
3. A Multi-Family Residential Development Permit Application (Schedule D);
4. A Development Variance Permit (Schedule E);
5. A Watercourse Protection Development Permit Application (Schedule F);
6. A Natural Features Development Permit Application (Schedule G); and
7. A Subdivision Application.

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

CONCLUSION:

It is recommended that Council grant First Reading subject to additional information being provided and assessed prior to Second Reading.

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

It is expected that once complete information is received, Zone Amending Bylaw No. 7498-2018 will be amended and an OCP Amendment to adjust the Conservation boundary may be required.

The development proposal is in compliance with the policies of the OCP. Justification has been provided to support an OCP amendment to a redesignation from Low/Medium Density Residential to Medium Density Residential. Recognizing the resulting increase in density. Council may wish to require the Density bonus rate of $4,100 per unit will be applied to the project. It is recommended that Council grant First Reading subject to additional information being provided and assessed prior to Second Reading.

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

"Original signed by Wendy Cooper"

Prepared by: Wendy Cooper, MCIP,RPP
Senior Planning Technician

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

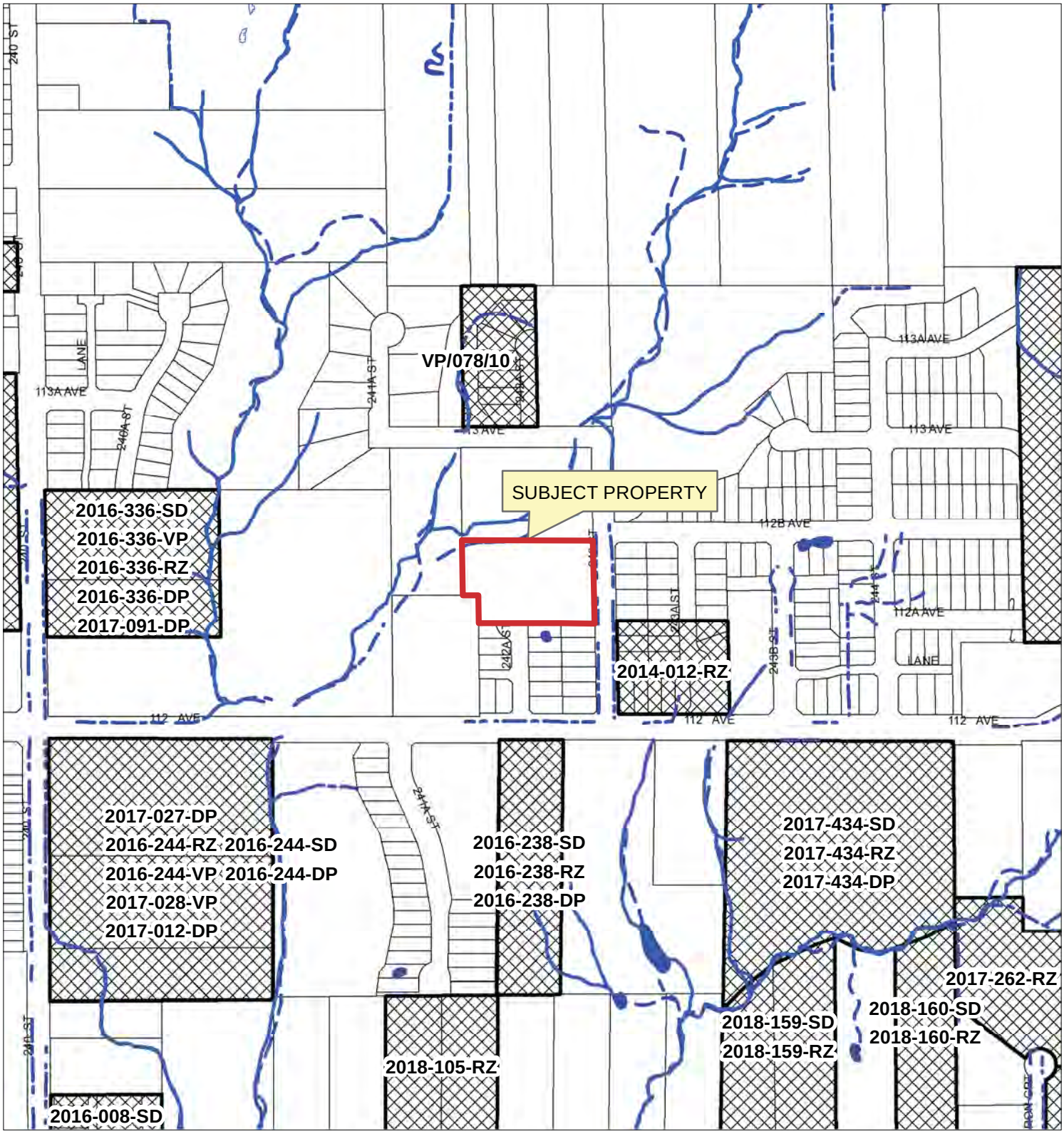
Approved by: Frank Quinn, MBA, P. Eng
GM Public Works & Development Services

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:
Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – Zone Amending Bylaw No. 7498-2018
Appendix D – Proposed Site Plan

APPENDIX A



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Legend

- Stream
- Ditch Centreline
- Edge of Marsh
- Indefinite Creek
- River Centreline
- Lake or Reservoir
- Marsh

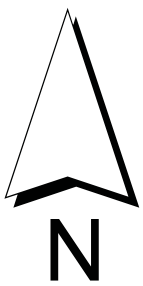
11265 243 STREET

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2018-242-RZ
DATE: Jun 11, 2018
BY: LP

APPENDIX B



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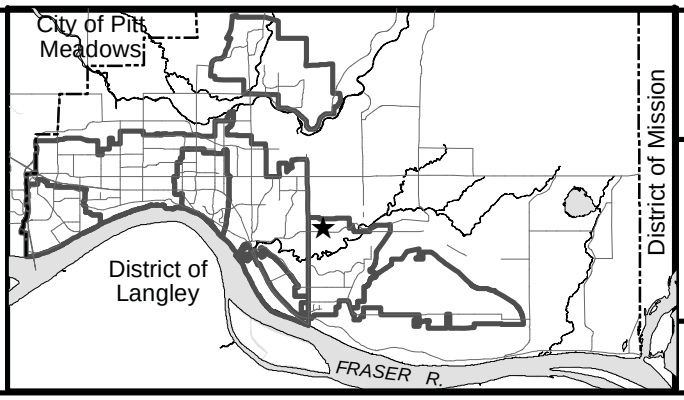


11265 243 STREET

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

FILE: 2018-242-RZ
DATE: Jun 11, 2018
BY: LP

APPENDIX C

CITY OF MAPLE RIDGE
BYLAW NO. 7498-2018

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;

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7498-2018."

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

   Lot 17 Section 15 Township 12 New Westminster District Plan 50696

   and outlined in heavy black line on Map No. 1775 a copy of which is attached hereto and forms part of this Bylaw, is hereby rezoned to RM-1 (Townhouse Residential).

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

   READ a first time the day of , 20

   READ a second time the day of , 20

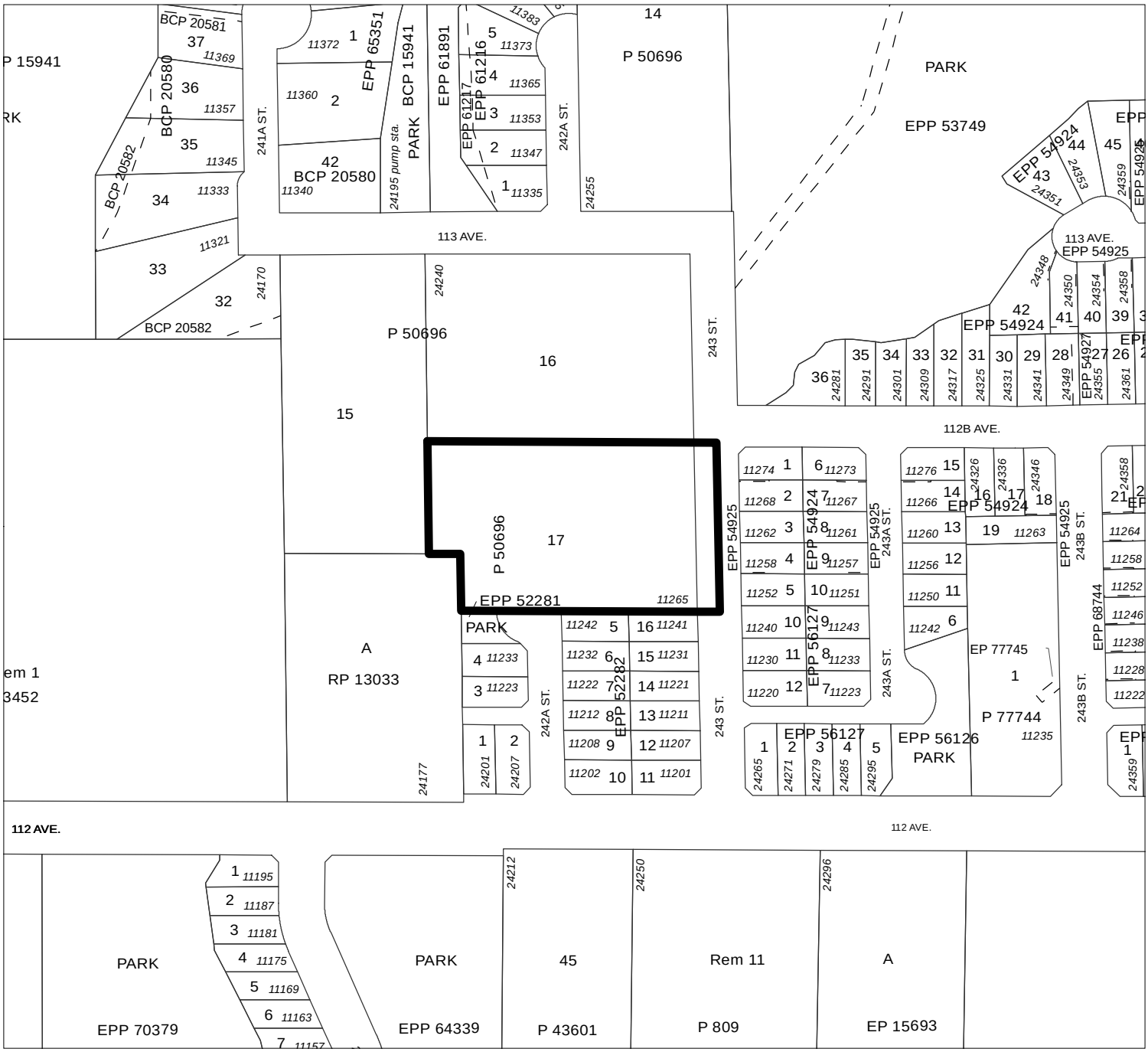
   PUBLIC HEARING held the day of , 20

   READ a third time the day of , 20

   ADOPTED, the day of , 20

_____ _____

PRESIDING MEMBER CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7498-2018

Map No. 1775

From: RS-3 (One Family Rural Residential)

To: RM-1 (Townhouse Residential)

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500

APPENDIX D

Development Statistics

Pre-dedication property size: 87,120 SF
Development site size to 22.5m setback from bank: 28, 332 SF
Development site size to 22.5m setback from bank and cul-de-sac bulb boundary edge: 24, 825 SF

Level	Size	Bedrooms	Car Spaces	Number off
Lower level	1035 SF	Two Bedroom	Two	1 Unit
Lower level	650 SF	One Bedroom	One	2 Units
Lower level	740 SF	Two Bedroom	Two	1 Unit
Two Storey	1483 SF	Three Bedroom	Two	12 Units

Total 16 units, 30 car spaces plus two visitor parking spaces

Net Area Unit 20,871

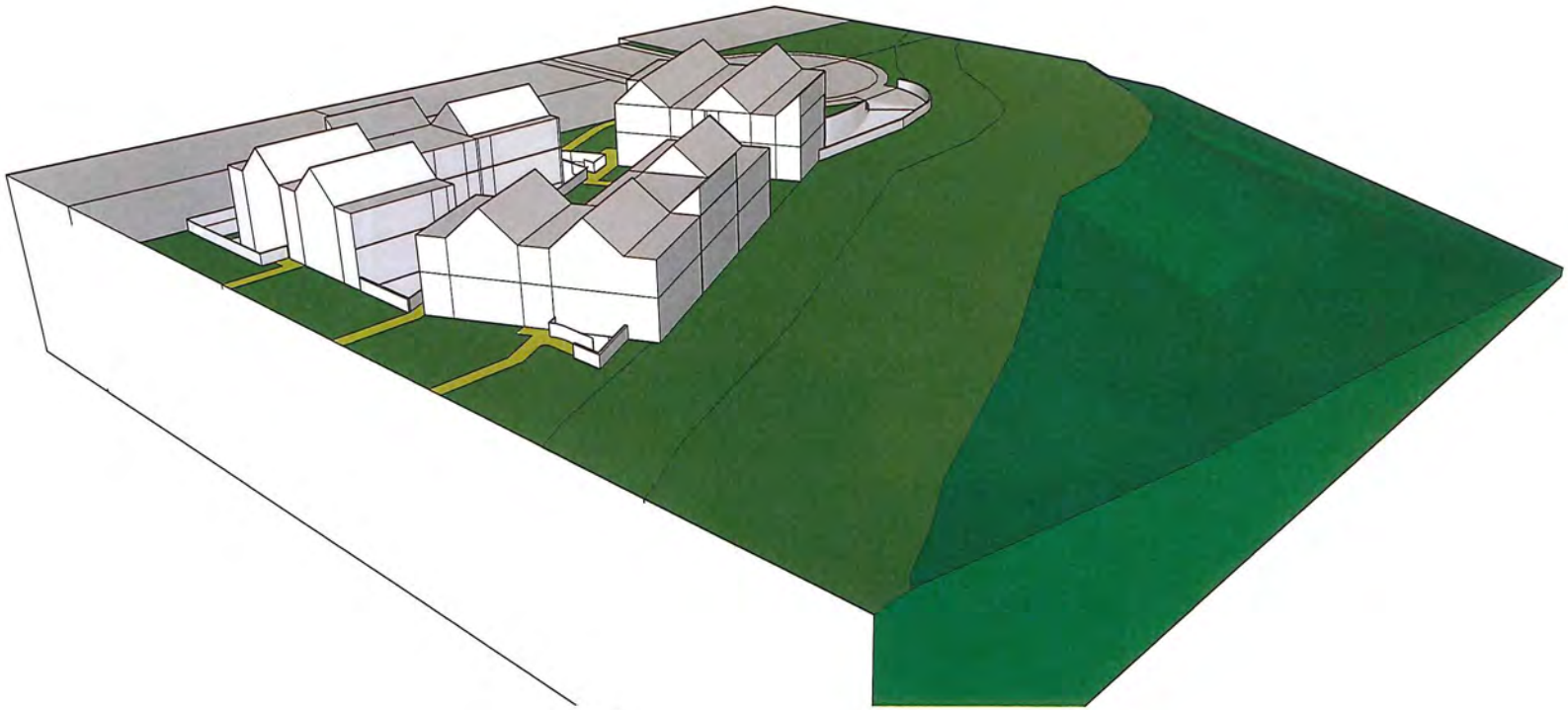
Gross Adjusted Site Area: 2,306 square meters
Gross Floor Area: 2,090 square meters (22,500 square feet)
(not including underground parking)

FSR whole property: 0.26:1

FSR site after cul-de- sac and environmental setbacks: 0.90:1

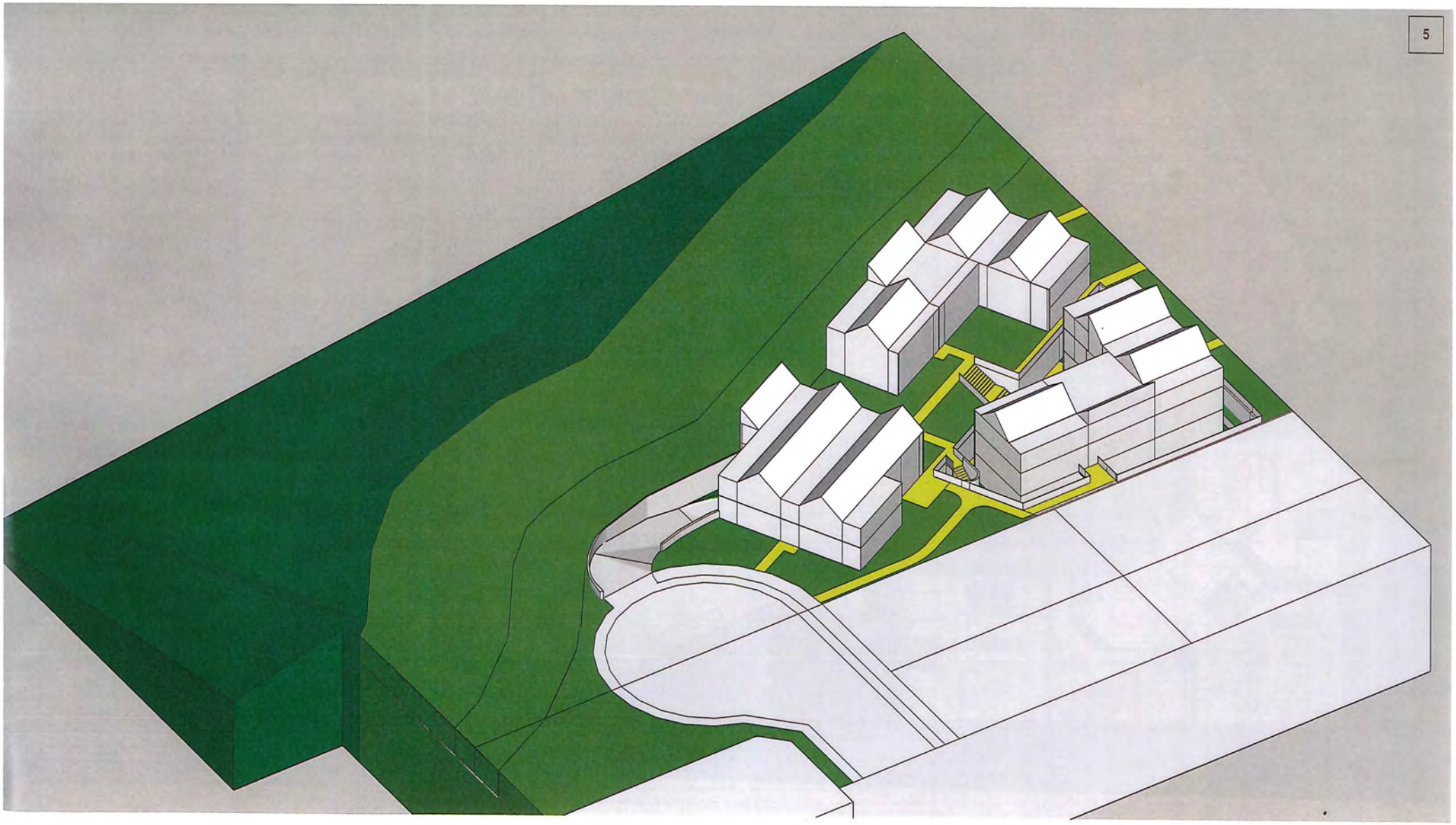
Site Plan
1: 500 June 8, 2018

11265 243 Street Maple Ridge - Fourplex/Townhouse
Andrew Scott Architecture and Planning - (604) 655 8122



North East View

11265 243 Street Maple Ridge - Fourplex/Townhouse
Andrew Scott Architecture and Planning - (604) 655 8122



Aerial Perspective

11265 243 Street Maple Ridge - Fourplex/Townhouse
Andrew Scott Architecture and Planning - (604) 655 8122

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
		FILE NO:	2017-390-RZ
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: **First and Second Reading**
Official Community Plan Amending Bylaw No. 7499-2018;
Second Reading
Zone Amending Bylaw No. 7442-2018;
23084 Lougheed Highway and 23100 Lougheed Highway

EXECUTIVE SUMMARY:

An application has been received to rezone the subject properties located at 23084 and 23100 Lougheed Highway (Appendix A and B) from RS-3 (One Family Rural Residential) to RM-4 (Multiple Family Residential District), to permit future construction of approximately 32 townhouse units in six (6) buildings. Council granted first reading to Zone Amending Bylaw No. 7442-2018 and considered the early consultation requirements for the Official Community Plan (OCP) amendment on March 18, 2018. There were some density and parking issues raised by Council. The applicant's response to these issues is included in this report.

An Official Community Plan (OCP) amendment is required. Ground-truthing on the site has established the developable areas, and as a result, an OCP amendment is required to revise the boundary between the Conservation and Urban Residential to fit the site conditions in accordance with the professional of record respecting environmental and geotechnical setbacks as well as environmental compensation areas.

Pursuant to Council policy, this application is subject to the Community Amenity Contribution (CAC) Program at a rate of $4,100.00 per townhouse dwelling unit; for an estimated amount of $131,000.

In addition, Council endorsed the staff report *"Density Bonus Program Allocations to Affordable Housing."* This Council decision directs staff to amend the density provisions in the Zoning Bylaw, including the RM-1 and RM-4 zones, to require payment of additional CAC's for bonus density when requested by applicants. For this project, there is a bonus density being sought to achieve the applicant's desired townhouse density. As described further in this report, pursuing the RM-4 rather than the more typical RM-1 zone is tantamount to the bonus density amendment staff has been instructed to implement. Council may wish to pursue a bonus density CAC as an additional condition of final reading.

RECOMMENDATIONS:

1) **That, in accordance with Section 475 of the *Local Government Act,* opportunity for early and on-going consultation has been provided by way of posting Official Community Plan Amending Bylaw No. 7442-2018 on the municipal website and requiring that the applicant host a Development Information Meeting (DIM), and Council considers it unnecessary to provide any further consultation opportunities, except by way of holding a Public Hearing on the bylaw;**

2) That Official Community Plan Amending Bylaw No. 7499-2018 be considered in conjunction with the Capital Expenditure Plan and Waste Management Plan;

3) That it be confirmed that Official Community Plan Amending Bylaw No. 7499-2018 is consistent with the Capital Expenditure Plan and Waste Management Plan;

4) That Official Community Plan Amending Bylaw No. 7499-2018 be given first and second readings and be forwarded to Public Hearing;

5) That Zone Amending Bylaw No. 7442-2018 be given second reading, and be forwarded to Public Hearing;

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

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

   ii) Approval from the Ministry of Transportation and Infrastructure;

   iii) Amendment to Official Community Plan Schedule "C";

   iv) Park dedication as required, including removal of all debris and garbage from park land;

   v) Consolidation of the subject properties;

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

   vii) Registration of a Restrictive Covenant for the protection of the Environmentally Sensitive areas (wetlands) on the subject properties;

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

   ix) Registration of a Restrictive Covenant for Stormwater Management, including maintenance instruction for strata residents;

   x) Removal of existing building/s;

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

   xii) That a voluntary contribution, in the amount of $131,000 ($4,100 /unit) be provided in keeping with the Council Policy with regard to Community Amenity Contributions.

DISCUSSION:

1) Background Context:

Applicant:	Concost Management Inc
Legal Description:	Parcel "One" (Explanitory Plan 10002) of Parcel "K" District Lot 403 Group 1 NWD Except: Part on Statutory Right of Way Plan 71204; and Lot 1 Except: Part on Statutory Right of Way Plan 71204 District Lot 403 Group 1 NWD Plan 7720
OCP:	
Existing:	Conservation and Urban Residential
Proposed:	Conservation and Medium Density Multi-Family
Zoning:	
Existing:	RS-3 (One Family Rural Residential)
Proposed:	RM-4 (Multiple Family Residential)

Surrounding Uses:

South:	Use:	Residential
	Zone:	RM-1 (Townhouse Residential) RS-3 (One Family Rural Residential)
	Designation:	Urban Residential and Conservation
North & East:	Use:	Residential and vacant
	Zone:	RM-1 (Townhouse Residential) and RS-3 (One Family Rural Residential) subject to 2015-297-RZ for a single family residential subdivision
	Designation:	Urban Residential and Conservation
West:	Use:	Vacant
	Zone:	RS-3 (One Family Rural Residential) subject to 2015-297-RZ for a Townhouse and a commercial/Rental Apartment building across Morley Creek
	Designation:	Urban Residential and Conservation proposed Urban Residential, Commercial and Conservation

Existing Use of Property:	Vacant
Proposed Use of Property:	Townhouse
Site Area:	1.125 HA. (2.8 acres)
Access:	Lougheed Highway (restricted right in and right out)
Servicing requirement:	Urban Standard

2) Project Description:

Site conditions:

The site (Appendix A) consists of two lots forming a triangle-shaped development site with a total of 0.125 HA (2.8 acres) before road and park dedication. The portion of the site closest to Lougheed Highway is developable, but much of the western portion has significant slopes in the vicinity of Morley Creek. The site generally flat and sloping gently southwards, except for steep slopes along the west and a ponding area along a short portion of the Lougheed Highway in the north. The site contains trees many of which are in the environmentally sensitive area proposed to be conserved. A tree management plan will be required.

Proposal:

The proposal is for approximately 32 townhouses in six (6) buildings. Vehicle access will be right turn in and right turn out on Lougheed Highway. A total of 10 of the 32 units will have two (2) side-by-side garage parking spaces and 22 will have two (2) tandem parking spaces (Appendix E, F & G). The resulting ratio of 40% ("side-by-side") to 60% (tandem) provides slightly more "side by-side" garages than the general rule of 30% to 70%. A total of 9 visitor parking spaces, two (2) more than required are being provided; however, this may need to be modified in the final development permit plans to allocate a space for disabled parking.

The units facing Lougheed Highway will be designed to front on the highway and front yards with pedestrian access to the sidewalk along Lougheed Highway (Appendix H). A narrow band of bio-swales and bio-filtration ponds, integrated with site landscaping, will run north-south behind the western townhouses. There is also a central mail kiosk, garden area and child play area to be provided.

Applicant's Response to Council Concerns:

At first reading, Council requested that the applicant address their comments about the following in their detailed submission for second reading:

- tandem parking aprons;
- the sufficiency of on-site parking given there is no on-street parking and habit of individuals using garage spaces for household storage impacting the availability of parking; and
- provision of some rental or other special housing for the density gain obtained by pursuing RM-4 rather than seeking the typical RM-1

Their proposed solutions are described and analyzed by staff in separate sections of this report.

3) Planning Analysis:

i) Official Community Plan:

This project complies with environmental policies in setting an appropriate conservation boundary and achieving a character suitable for a development on a Major Corridor.

For the proposed development an OCP amendment will be required for the Conservation Designation boundary to reflect ground-truthing accepted by the City based on the recommendation of the qualified environmental professional and the geotechnical engineer retained by the applicant. The Urban Residential designation as fine-tuned accommodates the proposed development and the proposed RM-4 (Multiple Family Residential) zoning.

Policy 3-18 in the OCP categorises residential development as having either Neighhourhood Residential Character or Major Corridor Residential Character. This site is located on Lougheed Highway, which is a Major Transportation Corridor. Consequently, the project's character is subject to the latter of the two categories in accordance with Policies 3-20 and 3-21 respecting Major Corridor Residential Infill. The main applicable aspects of these policies including:

- *Major Corridor Residential infill must be designed to be compatible with the surrounding neighbourhood*

The subject site abuts an older townhouse development to the south and across Lougheed Highway. Also across Lougheed Highway and to the northeast is a single family residential subdivision by Polygon / Morningstar (2015-0269-RZ) at the subdivision review stage. Across a ravine and creek system to the west is the southern portion of the Polygon site, where additional townhouses and a small commercial mixed use building are to be developed in phases.

Among the criteria respecting compatibility are the following:

- *A maximum height of two and one-half storeys with an emphasis on ground oriented units* – Though still in the conceptual stage, the units will be ground oriented and be either 2 ½ or 3 storeys in height.
- *Compatibility between building massing and the type of dwelling units in the proposed development and the surrounding residential properties* - The proposed use of the subject site, though somewhat isolated by the ravine and Lougheed Highway, is contextually compatible with the surrounding existing or proposed uses.
- *Street orientation* – The units on Lougheed Highway will be required to have a front yard and pedestrian access from each townhouse to the sidewalk along Lougheed Highway. This would be similar to the design of the closest RM-4 zoned development along the Lougheed Highway but addressed off Telosky Avenue (22865 Telosky Avenue) located a short distance to the north and across from Telosky Stadium. Compliance with the criteria will be secured through Development Permit approval later in the application review process.
- *Retention and preservation of significant trees, other natural vegetation, and environmental features* – This criteria is being achieved through: trees being retained in the ravine being dedicated for conservation, the way the townhouse buildings closest to the ravine are proposed to be arranged and the bio-filtration area proposed to be located as a buffer between the townhouse buildings and conservation area.

The proposal complies with these criteria. The final development permit plans will be forwarded in a separate report to Council in concert with final reading for issuance.

OCP Policy 3 - 33 states that Maple Ridge will encourage housing that incorporates “age-in-place” concepts and seniors housing designed to accommodate special needs. The applicant has proposed to provide plug-ins to charge mobility devises (e.g. scouters), mid height plug and switches, backing behind drywall in bathrooms to attach grab bars, etc, and some adaptability for kitchen cabinets. These are all supportive of “age-in place” objectives. The applicant prefers not to have units that are designed and built in accordance with Section 3.2.5 BC Building Code Adaptive Dwelling Unit regulations. These regulations include measures like: wider hall corridors, wider doors to one bedroom and wider doors to one washroom with more space to allow a resident to more easily navigate using a walker or wheelchair.

The final plans need to identify which units will have “age-in-place” incorporated either in the manner proposed by the applicant and/or some units to the above mentioned Building Code regulations.

OCP Policy 5–8 states that Maple Ridge will continue to require the protection of watercourses by requiring landowners developing their lands, rezoning properties within or adjacent to lands or watercourses identified on the Natural Features Schedule C or designated as Conservation on Schedule B have such areas dedicated as park land and be designated as Conservation. The applicant is dedicating about 5,666 square meters (1.4 acres) or about 51% of the site as park.

The ESA boundaries for this project have been accepted by the City and reflected in the site plan of this project. Dedication will be a requirement of third reading, through the submission of a subdivision plan. This subdivision plan will consolidate the two subject parcels as into a single development parcel and dedicate the identified Conservation designated portion of the site as parkland.

ii) Zoning Bylaw:

Background:
The application is for the properties located at 23084 and 23100 Lougheed Highway to be rezoned from RS-3 (One Family Rural Residential) to RM-4 (Multiple Family Residential) to permit approximately 32 townhouses.

Density:
The subject site is constrained by the steep slopes and a watercourse along the western part of the subject site. Compliance with the typical RM-1 zone would not work because after the land is dedicated, the FSR would be exceeded (0.60 is the maximum and 0.73 is proposed). Based on conceptual plans, Council accepted the applicant's request and granted first reading March 18, 2018, to proceeding with the RM-4 (Multiple Family Residential), which allows a density 0.75 FSR.

To achieve a more focused and compact development envisioned by the applicant, the higher density was deemed justified and proceeding under the RM-4 Zone simplifies the process. This approach would be consistent with the existing zoning of a property further north facing Lougheed Highway and addressed off Telosky Avenue (22865 Telosky Avenue); however, a variance will be required and is acceptable in this instance (see variance section for elabouration) as the RM-4 requires all underground parking for development at such densities.

In July 2018, Council received the staff report and resolved that:

> *That a density bonus framework to encourage greater delivery of affordable, rental and special needs housing through development as recommended in the staff report entitled, "Density Bonus Program Allocations to Affordable Housing", dated July 17, 2018, be included in the new Zoning Bylaw.*

Under this framework, a developer seeking more floor space (increased FSR) above the maximum 0.60 FSR permitted by the RM-1 zone, has two ways of securing this extra floor space, described as follows:

- The entire extra floor area is made available as affordable housing; **or**
- If a contribution is made equal to $215.28 per square metre of this extra floor area for affordable housing to the City, freeing the extra space to form part of the overall development.

The subject application, to rezone to RM-4 rather than to RM-1, is effectively seeking to achieve the extra floor area that the *"Density Bonus Program Allocations to Affordable Housing"* endorsed by Council is allowing through the second bullet point.

If applied to this application, the estimated floor area the applicant wishes to gain is an extra 740 sq. m. (0.13 FSR). The cash contribution for this density being gained would be (740 sq. m. times $215.28 equaling) $159,310.

With respect to use and density, the initial decision made by Council at first reading was based on conceptual plans and preliminary information. With a full submission, the details about developing the subject site at the higher 0.75 FSR (e.g. additional 0.15 FSR over the usual RM-1 Zone) is more apparent. Council has the ability in considering second reading, to apply the measures from the above noted report as one of the terms and conditions to be completed by the applicant before final reading.

With respect to the OCP and policies governing bonus (or extra) density, the following apply:

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

OCP 3-30 Maple Ridge will consider density bonus as a means of encouraging the provision of affordable, rental and special needs housing, and amenities.

Therefore, the project can be deemed to constitute an increase in density of 0.15 FSR over the typical townhouse zoning.

In accordance with these policies and the direction Council gave staff by endorsing the report "Density Bonus Program Allocations to Affordable Housing", Council may have may the desire to set as a term and condition for final adoption, that that the extra density sought by the applicant be treated as a bonus density situation. If this is the case, the applicant would need to pick either:

- to voluntarily incorporate affordable, rental or seniors housing; **or**
- to make a cash in-lieu contribution; **or**
- a combination of the two.

This would be in addition to the across-the-board Community Amenity Contribution (CAC) requirement to which this application is subject (see CAC section for elaboration).

<u>Applicant's Proposed Solution Respecting Density</u>:

The provision of affordable units is not the solution being proposed by the developer. Instead, the items in the table on the following page outlines the applicant's proposed solutions to address this Council concern:

Developers suggestion	*Staff Comment*
1. Added indoor mobility device charging outlets and space; 2. Added plywood backing in all bathrooms and potential grab-bar locations; 3. Planned for mid-height outlets and light switches; and 4. Included "last-in" kitchen sink cabinets.	Affordable housing or a payment in lieu is not being proposed. If the intention is to achieve the "age-on-place" policies of the OCP, units will need to incorporate the full adaptive dwelling unit standards of the BC Building Code. Council could require a Housing Agreement to secure these requirements to be implemented through the building permit approval process.

iii) <u>Off-Street Parking and Loading Bylaw:</u>

Parking is being provided on site within enclosed parking garages associate with each townhouse unit. The requirements are:

- 2.0 residential parking space per unit (2.0 times 32) for a total of 64 spaces;
- 0.2 visitor parking spaces per unit (0.2 time 32 = 6.4 rounded as required by the Bylaw) for a total of 7; and
- For sites with a parking requirement of between 26 and 75, one of the above requires parking space is to be a disabled parking space.

The development will meet these requirements, except a surface disabled parking space will need to be provided. The general rule of a 30%/70% ratio of "side-by-side" to tandem parking is achieved with a 40%/60% split; however, there are no aprons in this project, as typically provided with tandem parking in most other projects.

<u>Applicant's Proposed Solution Respecting Parking</u>:

With respect to the parking matters raised by Council (e.g. the impact of garages potentially being used for household storage with no on-street parking on Lougheed Highway and lack of aprons being provided with tandem spaces), the table below outlines the applicant's proposed solutions to address this Council concern.

Developers suggestion	*Staff Comment*
1. Increased the Visitors Parking from seven (7) to nine (9);	Visitor parking is not usually an alternative to resident parking; often strata bylaws ban residents from parking in visitor parking spaces.
2. A section 219 Covenant on all Titles restricting the use of car areas in garages for storage	The enforceability of such a covenant and the appropriateness of the City being a party to such a covenant are both questionable.
3. Added 144 cubic feet of pre-built, flexible indoor storage; 4. Added indoor, wall-mounted bicycle storage; and	Staff has no objection to these, provided these will be included in each of the units being constructed.
5. Added a community bicycle repair centre.	Staff has no comment.

Further staff comments: The apron matter was not addressed, in part, due to the constrained nature of the developable lands, environmental factors and the higher FSR being sought. No aprons are shown for any of the units with tandem parking garages.

The RM-4 Zone restricts the lot coverage of land for accessory off street parking use, including visitor and disabled parking, to occupy not more than 2% of the surface of the lot area. The number of visitor parking spaces may need to be reduced to comply with this provision. This lot coverage calculation does not generally include circulation aisles, driveways or aprons in front of garages.

The final parking design and numbers, including a verification of compliance with lot coverage, will be done before the development permit report, as described in subsequent sections of this report, is forwarded to Council,

iv) <u>Proposed Variances:</u>

A Development Variance Permit application has been received for this project and involves the following relaxations (see Appendix D):

- *Maple Ridge Zoning Bylaw No. 3510 -1985, 603 RM-4 Multiple Family Residential District, Section 6. Siting a) is to be varies from 7.5 meters from all lot lines to 4.5 metres to all lot lines except 5.31 metres for the lot lines to the park / creek areas.*

This variance is necessary, in part, to allow a stronger pedestrian relationship for the street facing units, to safeguard tree or root systems and to accommodate the parkland dedication. Therefore, this variance is deemed justified.

- *Maple Ridge Zoning Bylaw No. 3510 -1985, 603 RM-4 Multiple Family Residential District, Section 7. Size of Buildings and Structures a) is to be varied for selected units (the taller "B" townhouses) from 11.0 metres to 11.62 metres.*

The main reason for requesting this variance is to allow the main floor to have a 10 foot ceiling height. As this is a marketing and liveabiliy feature, the variance is justified.

- *Maple Ridge Zoning Bylaw No. 3510 -1985, 603 RM-4 Multiple Family Residential District, Section 8. Other Regulations a), c)and d) to:*
  - *Vary the requirement that parking be located within an underground structure;*
  - *Vary the requirement that surface parking, including a driveway for accessing such parking, not be within an arc of 3 metres in radius measured from the nearest surface of a window to a habitable room; and*
  - *Vary the requirement for a continuous 90 degree horizontal arc being unencumbered by buildings on the same lot.*

These variances are necessary to permit the proposed siting of buildings to achieve the environmental and geotechnical constraints; and the lot geometry with the site becoming progressively narrower towards the north, thus bringing some units closer together. For these reasons, the variance can be justified.

It might not be possible to vary the surface parking lot coverage requirement because it is included as a density requirement in the RM-4 zone.

The requested variances with a detailed analysis will be the subject of a future variance permit report to Council in concert with final reading.

v) <u>Development Permits</u>:

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

Pursuant to Section 8.9 and Section 8.10 of the OCP, a combined Watercourse Protection Natural Features Development Permit application is required for:

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

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

vi) <u>Advisory Design Panel</u>:

The Advisory Design Panel (ADP) reviewed the form and character of the proposed development and the landscaping plans at a meeting held on July 18, 2018 (see Appendix E and F).

Following presentations by the project Architect and Landscape Architect, the ADP made the following resolution that:

The following concerns regarding File No. 2017-390-DP be addressed and digital versions of revised drawings & memo be submitted to Planning staff; and further that Planning staff forward this on to the Advisory Design Panel for information.

<u>Landscape Comments:</u>

1. Consider adding more trees North of the community garden along the path;
2. Consider adding more buffering with plants from the community garden to the adjacent residence on the West side;
3. Consider making the central circle garden in the community garden a space for gardening complete with a seating wall;
4. Consider changing the shape of the circular paving in the central community garden adjacent to the fence so as to meet the fence more squarely. Also consider including a trellis to support vertical plant growth;
5. Provide detail for garden shed;
6. Coordinate the planting along the Western portion of the site with the native species required within the environmental area;
7. Provide an entrance feature at the main driveway;

8. Reflect City of Maple Ridge requirements on the site and landscaping plans for the turn restricted driveway entrance;
9. Provide pedestrian connectivity from the public sidewalk to the gathering area;
10. Provide waste and recycling receptacle in the gathering area;
11. Consider extending or reshaping the crossing area of special paving so it covers the desire line from the mailboxes to the other end of the path on the East side of the building to improve safety. Also review the desire line from the community garden into the development where the path ends at the main driveway entrance;
12. Redefine the special paving to be spaced and used to slow down vehicular traffic entering the development; consider radial landscape geometry that is currently in place.

Architectural Comments:

1. Consider softening end units through articulation and materials and/or the addition of windows, particularly in units visible from Lougheed Hwy;
2. Re-evaluate locations of glazing on end units the near roof peak;
3. Coordinate material transitions on facades;
4. Provide three dimensional renderings.

The revised plans were circulated and accepted by the ADP in addressing their concerns and are reflected in the current plans. A detailed description of how these items were incorporated into the final design will be included in a future development permit report to Council in concert with final adoption.

vii) **Development Information Meeting:**

A Development Information Meeting was held at Kanaka Elementary School on Wednesday June 27, 2018 from 6 to 8 pm. Two (2) people (one representing 62 strata unit owners in the complex to the south) 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:

- Like the amenity and usable open spaces which are designed in accordance with an ecosystem;
- Not all were in the favour of unit floor plans but they liked the designs overall;
- Limit the number of powder room doors that opened directly into the kitchen;
- Concerns about traffic speeds and access on Lougheed highway;
- Difficulty of people taking turns towards townhomes from the Maple Ridge highway; and
- Some increase in density is appropriate for the area.

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

- Bio-filtration was integrated into the landscaping plan as part of the stormwater management on the site;
- Some adjustments made to the floor plans and balcony placement;
- Adjusted in plans;
- Access restricted to right-turn-in and out to Lougheed Highway;
- This was likely a reference to Haney Bypass access for the existing development to the south. The subject site has access only to Lougheed Highway in the City's jurisdiction; and

- The proposed density complies with the RM-4 zone, which is higher than the typical density townhouse zone (RM-1).

4) Environmental Implications:

The Environmental Planner has accepted the Environmental Assessment Report from the applicant's Qualified Environmental Professional. This report has established the required setbacks from the creek and top of banks from both the geotechnical and environmental perspectives. The exact boundary of the Conservation area to be dedicated as parkland and the area to be subject to a stormwater restrictive covenant has been established. This covenant is for bio-filtration ponds between the townhouses and the Conservation area associated with the stormwater management strategy for this development.

The development and location of the proposed buildings and structures are in accordance with the environmental and geotechnical setback recommended and accepted by the City.

5) Traffic Impact:

As the subject properties are located within 800 metres of the Lougheed Highway, a referral has been sent to the Ministry of Transportation and Infrastructure.

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

6) Interdepartmental Implications:

i) Engineering Department:

A rezoning servicing agreement will be required for this project. It will include: insuring the City standard for an urban arterial road with a bike route are achieved, any road widening, upgrade to curbs, sidewalks, street trees and lighting to meet these standards and servicing upgrades as normally secured through the rezoning process. Access will be restricted to right turn in and out only. Discharge of on-site storm waters into Morley Creek will need to incorporate adequate detention for 100 year storm events and may require Provincial notification or approvals. These matters will be addressed in the normal fashion as the application proceeds.

ii) Parks & Leisure Services Department:

Due to the steep slopes, trail connection within the Conservation area will not be required.

iii) License, Permits and Bylaws Department:

A few Building Code-related have been resolved or will be addressed at the building permit stage, including: egress requirements from dwelling units; compliance for any units that may be identified as adaptive dwelling units; and showing building height calculations on elevation drawings.

iv) Fire Department:

Final DP site plans and floor plans to include locations of fire related infrastructure such as, fire hydrant(s), sprinkler room, electrical kiosks, etc. include lane measurements and overhead obstruction clearances for review and acceptance. These matters will be addressed in the normal fashion as the application proceeds.

7) 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 13, 2018, with a reply dated September 24, 2018, indicated the following:

Golden Ears Elementary has an operating capacity of 491 students. For the 2017-18 school year the student enrolment at this school was 523 students (94% utilization) including 178 students from out of attachment. Thomas Haney Secondary School has an operation capacity of 1,200 students. For the 2017-18 school year the student enrolment at this school was 1,623 students (97% utilization) including 724 students from out of attachment.

8) Intergovernmental Issues:

i) Local Government Act:

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

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

CONCLUSION:

This development proposal has responded sensitively, albeit has a higher density than is typical of townhouse projects, to significant site constraints, including: the triangular shape of the lot and environmentally sensitive lands impacting about half the site. A series of bio-filtration ponds have been integrated into the site landscaping achieving City stormwater management requirements.

In considering first reading, Council expressed concern with the additional density being sought without some reciprocation in provision of affordable housing or a voluntary in lieu contribution and with some aspects of the tandem parking being proposed. The applicant's proposed solutions are included in the main body of this report and assessed by staff with respect to applicable OCP policies, Council's evolving thinking about housing choice and affordability, common development practices and the types of solutions attained though other similar development proposals.

It is recommended that first and second reading be given to OCP Amending Bylaw No. 7499-2018, that second reading be given to Zone Amending Bylaw No. 7442-2018, and that application 2017-390-RZ be forwarded to Public Hearing.

"Original signed by Adrian Kopystynski"

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

"Original signed by Christine Carter"

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

"Original signed by Frank Quinn"

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

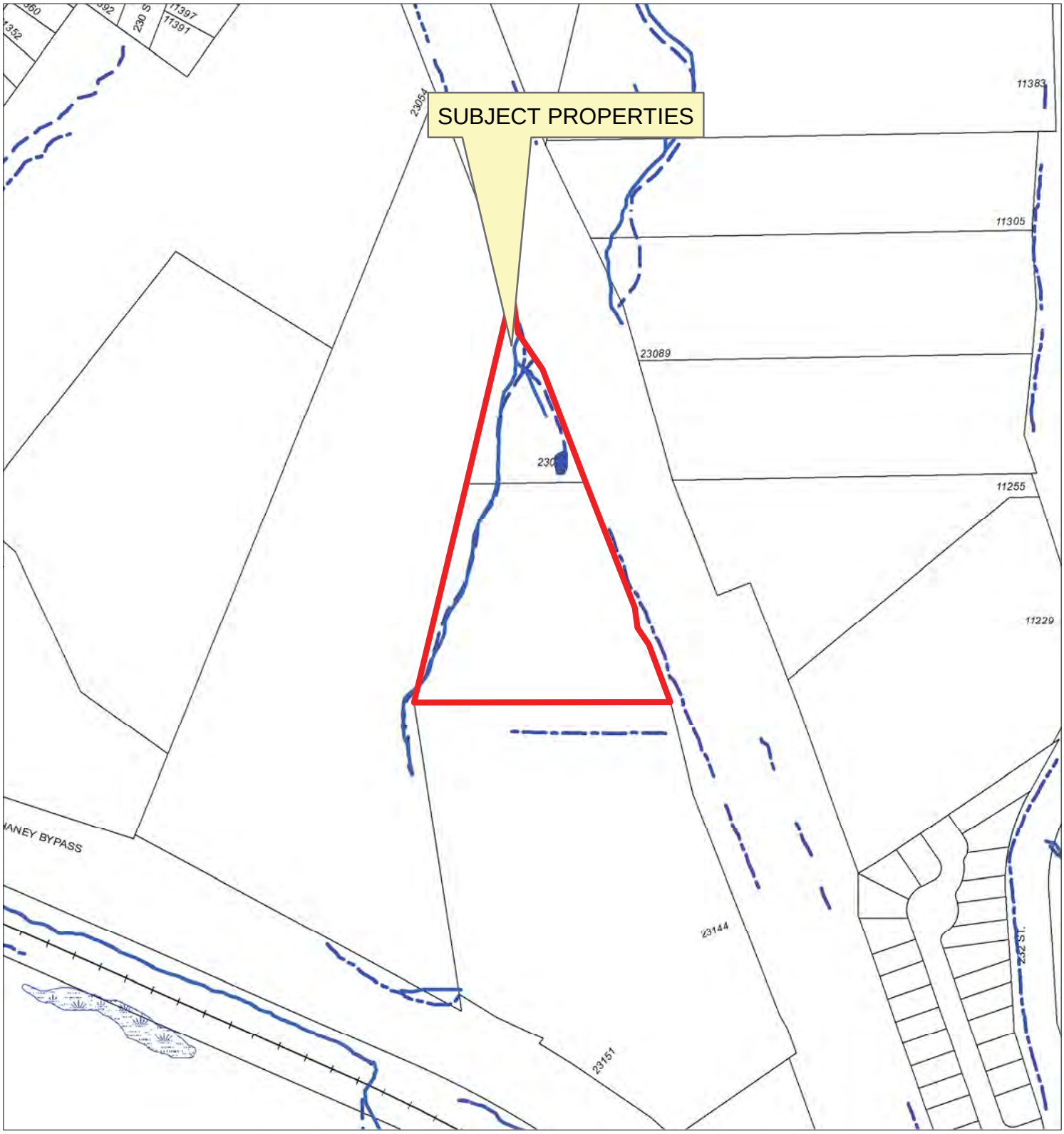
"Original signed by Paul Gill"

Concurrence:	Paul Gill, CPA, CGA Chief Administrative Officer

The following appendices are attached hereto:

Appendix A – Subject Map
Appendix B – Ortho Map
Appendix C – OCP Amending Bylaw No. 7499-2018
Appendix D – Zone Amending Bylaw No. 7442-2018
Appendix E – Site Plan
Appendix F – Architectural Plans
Appendix G – Landscape Plan

APPENDIX A



N

Scale: 1:2,500

Legend

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

23084/23100 Lougheed Highway

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2017-390-RZ
DATE: Sep 8, 2017 BY: JV

APPENDIX B

N

Scale: 1:2,500

Legend

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

23084/23100 Lougheed Highway

PLANNING DEPARTMENT

MAPLE RIDGE
British Columbia
mapleridge.ca

2017-390-RZ
DATE: Sep 8, 2017 BY: JV

APPENDIX C

CITY OF MAPLE RIDGE
BYLAW NO. 7499-2018

A Bylaw to amend the Official Community Plan Bylaw No. 7060-2014

WHEREAS Section 477 of the Local Government Act provides that the Council may revise the Official Community Plan;

AND WHEREAS it is deemed expedient to amend Schedules "B" & "C" to the Official Community Plan;

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

1. This Bylaw may be cited for all purposes as "Maple Ridge Official Community Plan Amending Bylaw No. 7499-2018

2. Schedule "B" is hereby amended for that parcel or tract of land and premises known and described as:

   Parcel “One” (Explanatory Plan 10002) of Parcel “K” District Lot 403 Group 1 New Westminster District Except: Part on Statutory Right of Way Plan 71204; and

   Lot 1 Except: Part on Statutory Right of Way Plan 71204 District Lot 403 Group 1 New Westminster District Plan 7720.

   and outlined in heavy black line on Map No. 982, a copy of which is attached hereto and forms part of this Bylaw, is hereby designated/amended as shown.

3. Schedule “C” is hereby amended for that parcel or tract of land and premises known and described as:

   Parcel “One” (Explanatory Plan 10002) of Parcel “K” District Lot 403 Group 1 New Westminster District Except: Part on Statutory Right of Way Plan 71204; and

   Lot 1 Except: Part on Statutory Right of Way Plan 71204 District Lot 403 Group 1 New Westminster District Plan 7720.

   and outlined in heavy black line on Map No. 983, a copy of which is attached hereto and forms part of this Bylaw, is hereby amended by adding and removing Conservation.

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

READ a first time the day of , 20

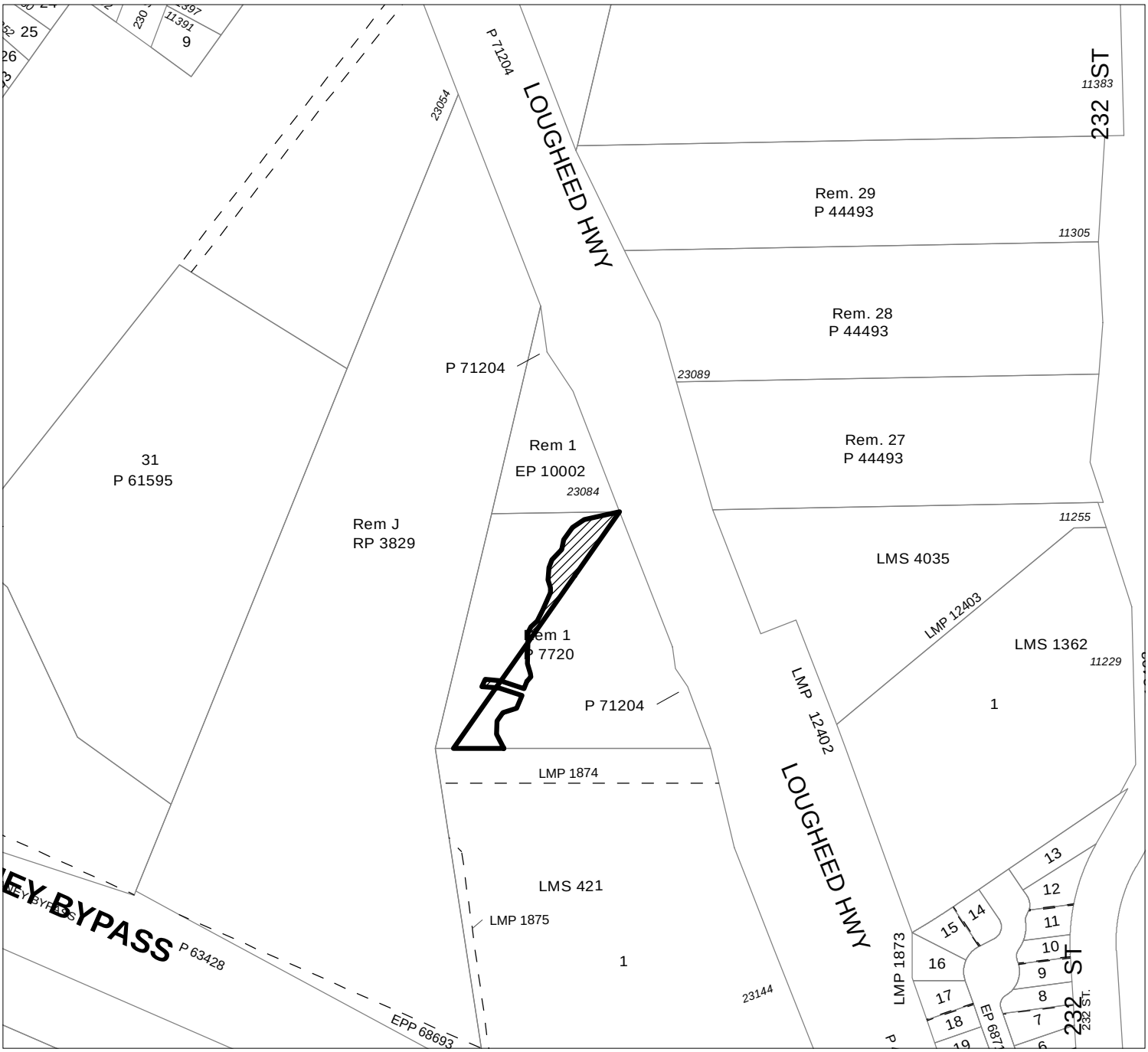
READ a second time the day of , 20

PUBLIC HEARING held the day of , 20

READ a third time the day of , 20

ADOPTED, the day of ,20 .

PRESIDING MEMBER	CORPORATE OFFICER



MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7499-2018

Map No. 982

From: Urban Residential and Conservation

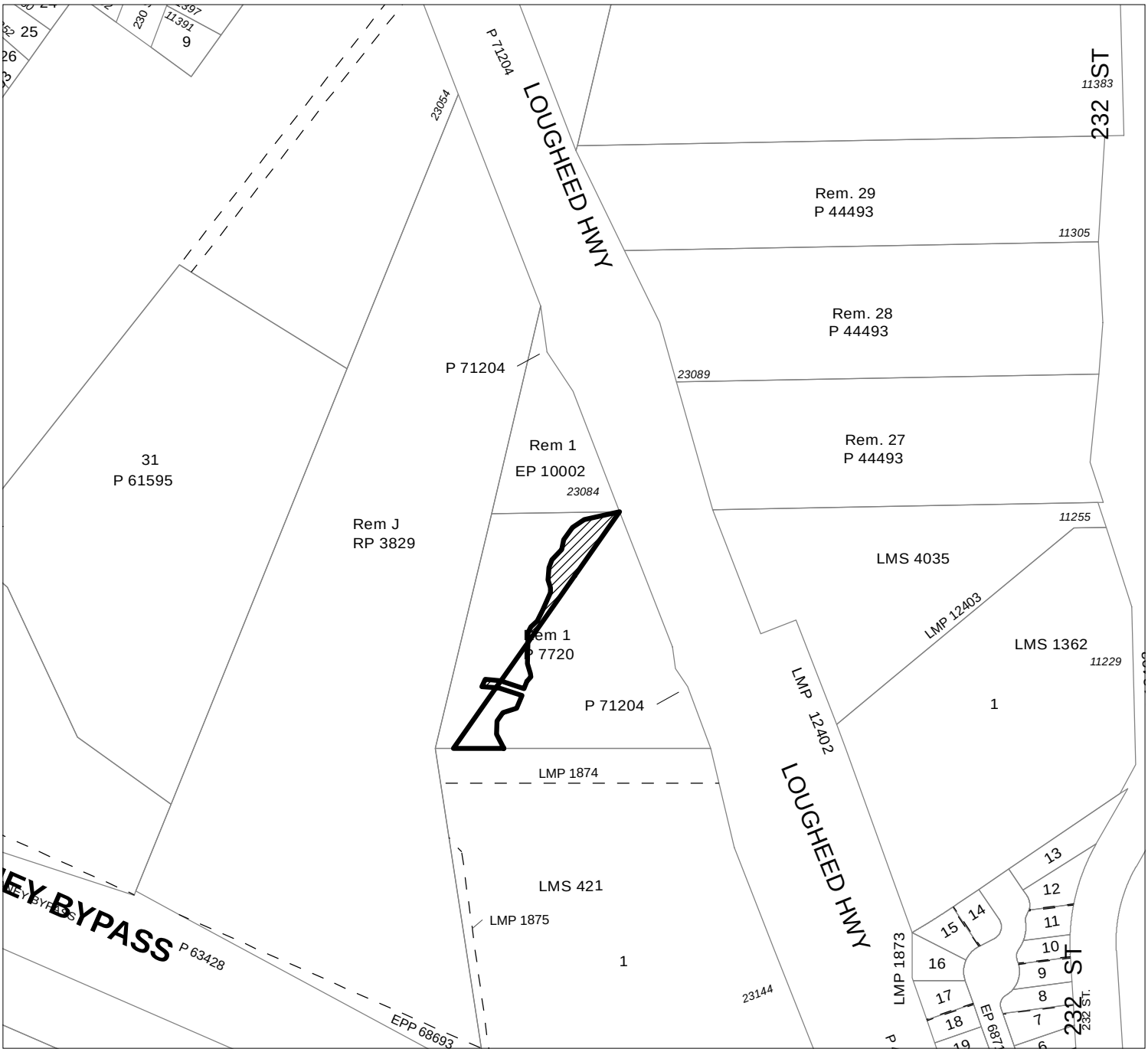
To: Conservation

Urban Residential

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500



MAPLE RIDGE OFFICIAL COMMUNITY PLAN AMENDING

Bylaw No. 7499-2018

Map No. 983

Purpose: To Amend Schedule C as shown

To Add To Conservation

To Remove From Conservation

MAPLE RIDGE
British Columbia

N

SCALE 1:2,500

APPENDIX D

CITY OF MAPLE RIDGE
BYLAW NO. 7442-2018

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;

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

1. This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 7442-2018

2. That/Those parcel (s) or tract (s) of land and premises known and described as:

   Parcel “One” (Explanitory Plan 10002) of Parcel “K” District Lot 403 Group 1 NWD Except: Part on Statutory Right of Way Plan 71204; and Lot 1 Except: Part on Statutory Right of Way Plan 71204 District Lot 403 Group 1 NWD Plan 7720

   and outlined in heavy black line on Map No. 1753 a copy of which is attached hereto and forms part of this Bylaw, is/are hereby rezoned to RM-4 (Multiple Family Residential).

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

   READ a first time the 13th day of March, 2018.

   READ a second time the day of , 20

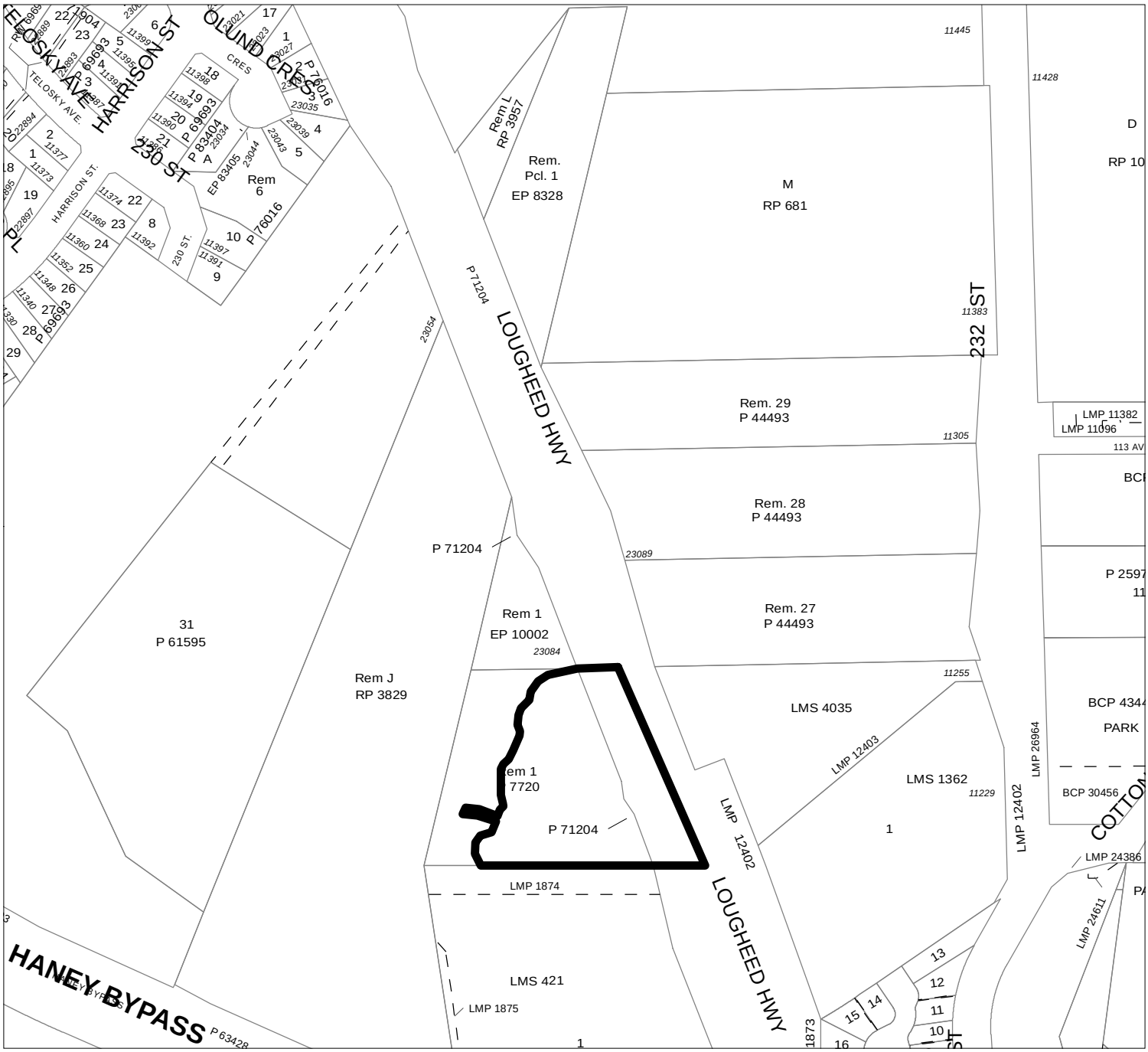
   PUBLIC HEARING held the day of , 20

   READ a third time the day of , 20

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

   ADOPTED, the day of , 20

_____ _____
PRESIDING MEMBER CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

Bylaw No. 7442-2018

Map No. 1753

From: RS-3 (One Family Rural Residential)

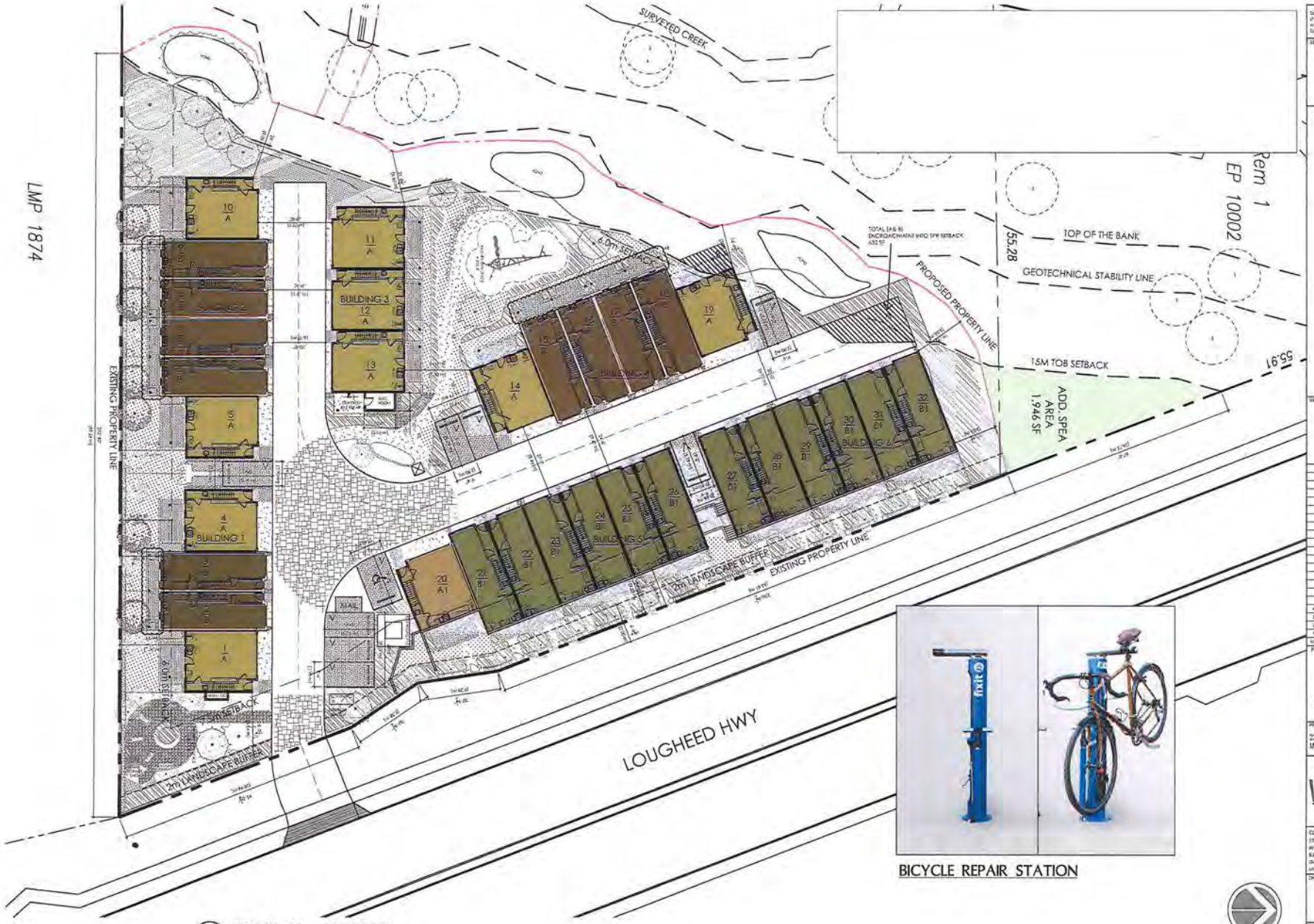
To: RM-4 (Multiple Family Residential)

MAPLE RIDGE
British Columbia

N

SCALE 1:3,000

APPENDIX E



1 SITE PLAN – DETAILED

BICYCLE REPAIR STATION

SEQUOIA TOWNHOMES DEVELOPMENT

23100,23084 LOUGHEED HWY
MAPLE RIDGE, BC

WA
WENSLEY ARCHITECTURE LTD

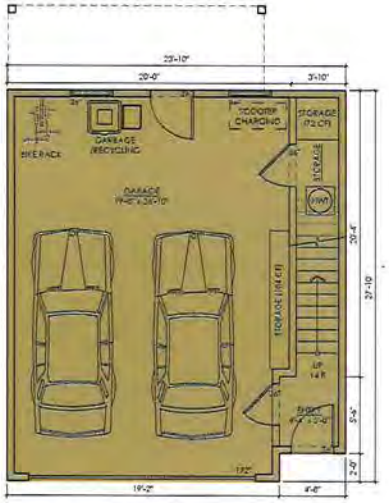
SITE PLAN

A101

APPENDIX F

AGING IN PLACE/ADAPTABILITY MEASURES:

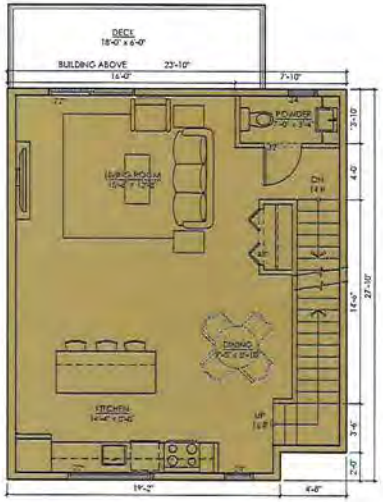
- BACKING IN THE PRIMARY AND MASTER BATHROOMS FOR FUTURE GRAB BARS
- ROUGH IN FOR FUTURE INCLINE STAIR LIFT
- KITCHEN SINK CABINET TO BE EASILY REMOVED
- INSTALLATION OF LIGHT SWITCHES AT 42" ABOVE FINISHED FLOOR, AND ELECTRICAL OUTLETS AT 18" ABOVE FINISHED FLOOR.
- PROVISION OF SCOOTER CHARGING AREA IN GARAGE WITH PLUG-IN.



FLOOR AREA: 110 SF (544 SF GARAGE)
TOTAL AREA: 1,451 SF

1 A300 UNIT PLAN GROUND FLOOR

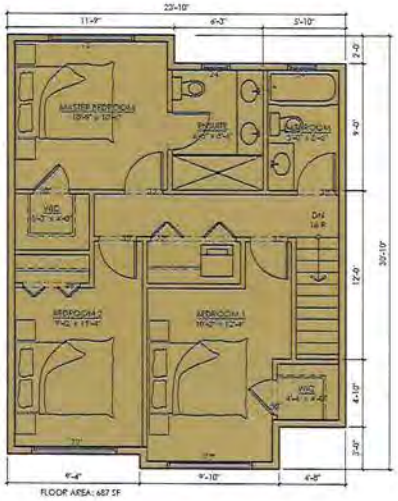
1/4" = 1'-0"



FLOOR AREA: 634 SF

2 A300 UNIT PLAN 2ND FLOOR

1/4" = 1'-0"



FLOOR AREA: 687 SF

3 A300 UNIT PLAN 3RD FLOOR

1/4" = 1'-0"

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LEGAL

OWNER/APPLICANT

NO.	REVISION	BY
4	DE-ELEMENT PERMIT ISSUANCE	04/10/2016
3	DE-ELEMENT PERMIT ISSUANCE	07/21/2016
2	DE-ELEMENT PERMIT ISSUANCE	06/20/2016
1	ISSUED FOR DE-ELEMENT PERMIT	11/22/2015

PROJECT NAME

SEQUOIA TOWNHOMES DEVELOPMENT

PROJECT ADDRESS

23100,23084 LOUGHEED HWY
MAPLE RIDGE, BC

WENSLEY ARCHITECTURE LTD

CONSULTANTS:
STRUCTURAL: N/A
MECHANICAL: N/A
ELECTRICAL: N/A
CIVIL: CENTRAL ENGINEERING LTD.
LANDSCAPE: MADER DALE LANDSCAPE ARCHITECTS LTD.

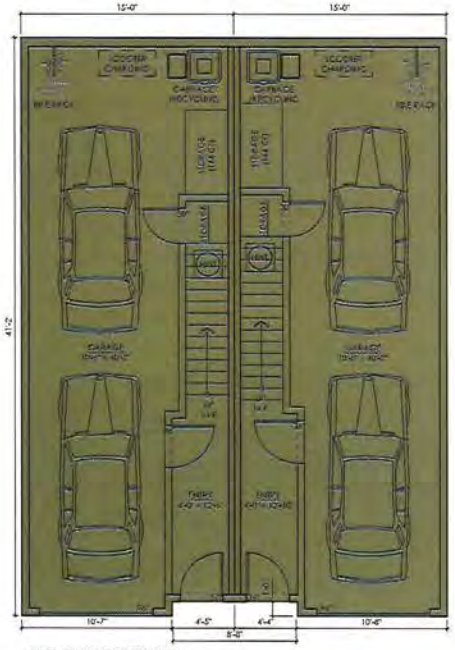
DRAWING TITLE

UNIT PLAN
A

PROJECT NO:	11-001	DRAWN BY:	DM
SCALE:	1/4"=1'-0"	REVIEW BY:	DM
DATE:	JULY 2016	DRAWING NO:	A300

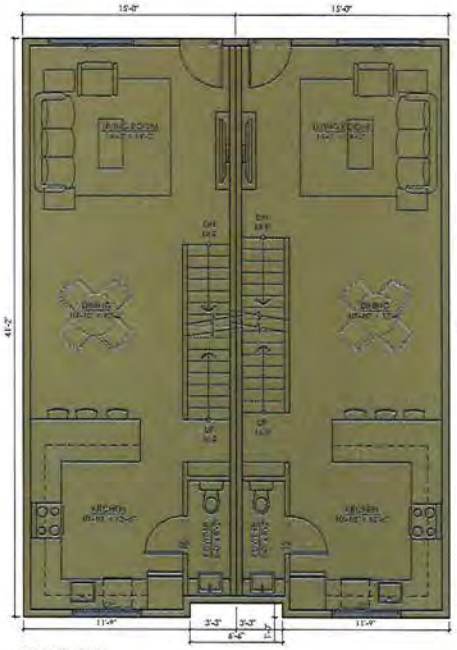
AGING IN PLACE/ADAPTABILITY MEASURES:

- BACKING IN THE PRIMARY AND MASTER BATHROOMS FOR FUTURE GRAB BARS
- ROUGH IN FOR FUTURE INCLINE STAIR LIFT
- KITCHEN SINK CABINET TO BE EASILY REMOVED
- INSTALLATION OF LIGHT SWITCHES AT 42" ABOVE FINISHED FLOOR, AND ELECTRICAL OUTLETS AT 18" ABOVE FINISHED FLOOR.
- PROVISION OF SCOOTER CHARGING AREA IN GARAGE WITH PLUG-IN.



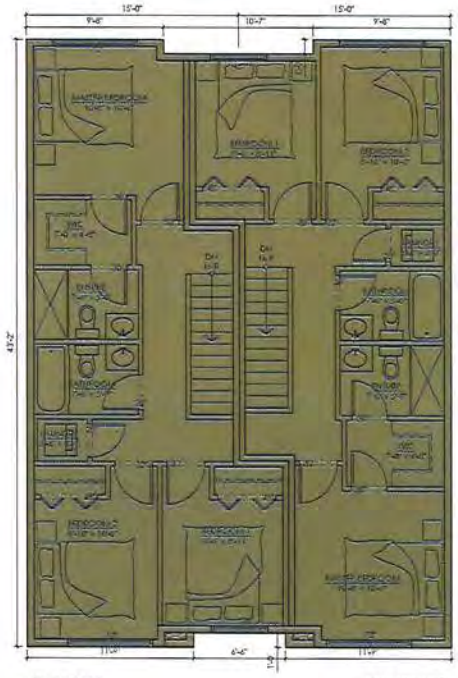
FLOOR AREA: 130 SF (488 SF GARAGE)
TOTAL AREA: 1,391 SF

1 A303 GROUND FLOOR
1/4" = 1'-0"



FLOOR AREA: 619 SF
TOTAL AREA: 1,391 SF

2 A303 2ND FLOOR
1/4" = 1'-0"



FLOOR AREA: 636 SF

FLOOR AREA: 635 SF

3 A303 3RD FLOOR
1/4" = 1'-0"

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SEAL

WALKAPPLEART

NO.	REVISION	MO/Y
4	DEVELOPMENT PERMIT RESUBMIT	04/10/2018
3	DEVELOPMENT PERMIT RESUBMIT	17/12/2018
2	DEVELOPMENT PERMIT RESUBMIT	07/2019
1	ISSUED FOR DEVELOPMENT PERMIT	11/2017

PROJECT NAME

SEQUOIA TOWNHOMES DEVELOPMENT

PROJECT ADDRESS

23100,23084 LOUGHEED HWY
MAPLE RIDGE, BC

WA
© WENSLEY ARCHITECTURE LTD

CONSULTANTS
STRUCTURAL N/A
MECHANICAL N/A
ELECTRICAL N/A
CIVIL CENTRAL ENGINEERING LTD.
LANDSCAPE HANDEL DAVIS ASSOCIATES LTD.

DRAWING TITLE

UNIT PLAN
B1

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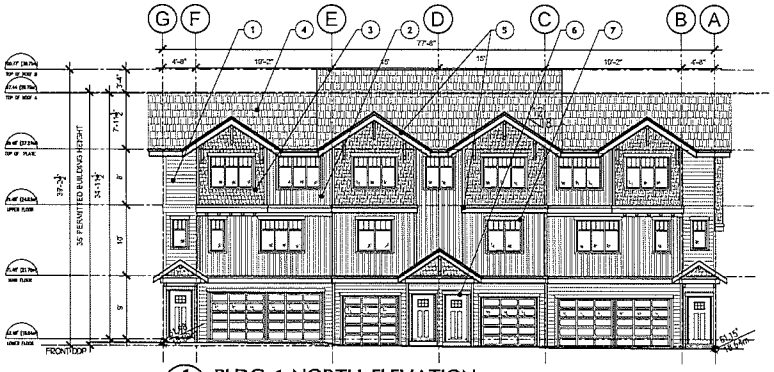
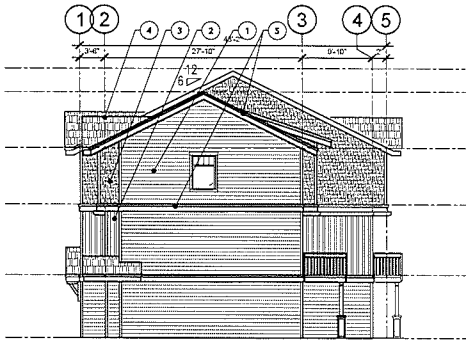
SCALE	1/4"=1'-0"	REVIEW BY	DM
DATE	JULY 2014	DRAWING NO	A303



1 A400 BLDG 1 NORTH ELEVATION

1/8" = 1'-0"



2 A400 BLDG 1 EAST ELEVATION

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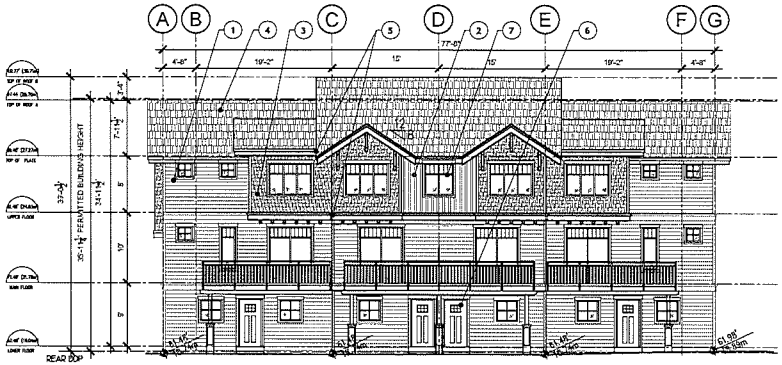
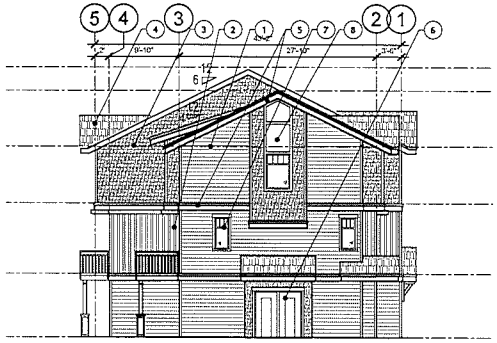


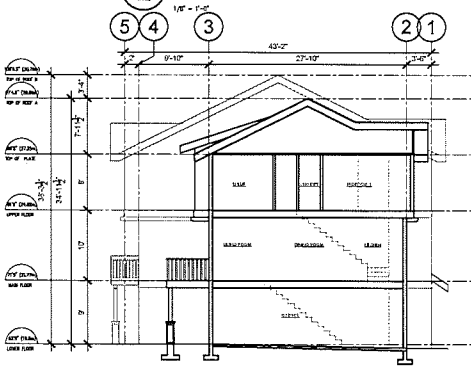
3 A400 BLDG 1 SOUTH ELEVATION

1/8" = 1'-0"



4 A400 BLDG 1 WEST ELEVATION

1/8" = 1'-0"



5 A400 BLDG 1 SECTION – UNIT A

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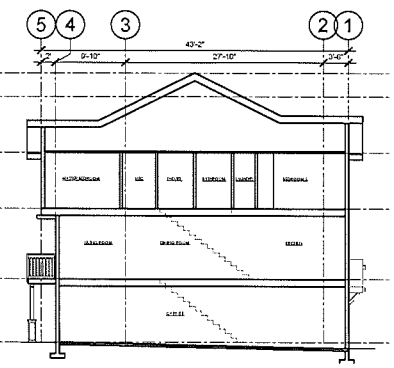

6 A400 BLDG 1 SECTION – UNIT B

1/8" = 1'-0"

LEGEND OF FINISHES

1. HARDIEPLANK SIDING - HORIZONTAL SIDING
   COLOUR #1 - NIGHT GREY
2. HARDIEPLANK SIDING - BOARD & BATTEN
   COLOUR #2 - PEARL GREY
3. HARDIEPLANK SIDING - SHAKE
   COLOUR #3 - KHAKI BROWN
4. ASPHALT ROOF SHINGLE
   COLOUR - WEATHERED WOOD
5. PAINTED WOOD TRIMS AND BRACKETS
   COLOUR - WHITE
6. PAINTED FRONT DOOR
   COLOUR - BLACK
7. VINYL WINDOW FRAMES
   COLOUR - STANDARD WHITE
8. HARDIEPANEL SIDING
   COLOUR - WHITE

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SEAL

STAMP/APPLICANT

NO.	REVISION	MO/YY
5	DEVELOPMENT PERMIT REQUIREMENT	04/10/2018
4	DEVELOPMENT PERMIT REQUIREMENT	04/07/2018
3	DEVELOPMENT PERMIT REQUIREMENT	07/03/2018
2	DEVELOPMENT PERMIT REQUIREMENT	03/03/2018
1	ISSUED FOR DEVELOPMENT PERMIT	11/02/2017

PROJECT NAME

SEQUOIA TOWNHOMES DEVELOPMENT

PROJECT ADDRESS

23100,23084 LOUGHEED HWY
MAPLE RIDGE, BC

WENSLEY ARCHITECTURE LTD

CONSULTANTS
STRUCTURAL N/A
MECHANICAL N/A
ELECTRICAL N/A
CIVIL SENTRY DENGINEERING LTD.
LANDSCAPE HANDEL DALKE & ASSOCIATES LTD.

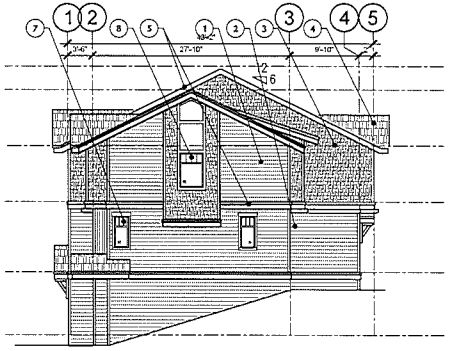
DRAWING TITLE

BUILDING 1
ELEV / SEC

PROJECT NO	17023	DRAWN BY	DV
SCALE	1/8"=1'-0"	REVIEW BY	DV
DATE	JULY 2018	DRAWING NO	A400

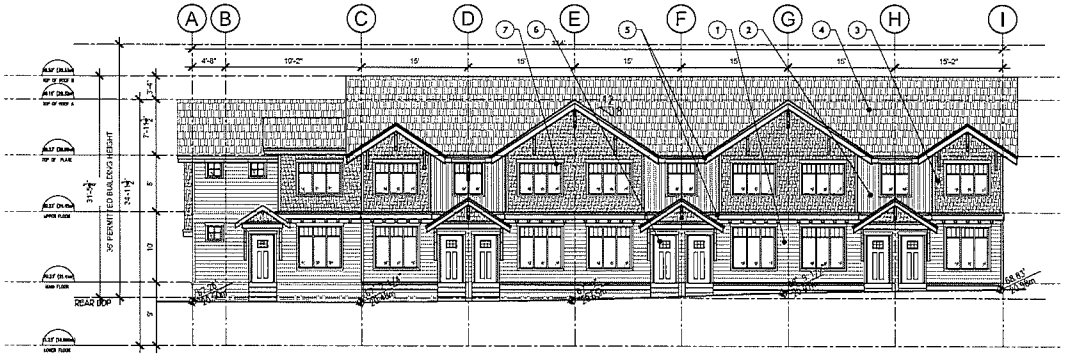
1 A404 BLDG 5 WEST ELEVATION

1/8" = 1'-0"



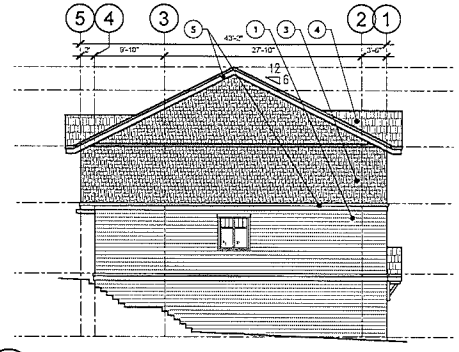
2 A404 BLDG 5 SOUTH ELEVATION

1/8" = 1'-0"



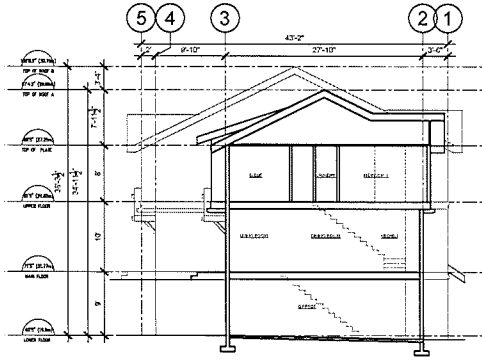
3 A404 BLDG 5 EAST ELEVATION

1/8" = 1'-0"



4 A404 BLDG 5 NORTH ELEVATION

1/8" = 1'-0"



5 A404 BLDG 5 SECTION – UNIT A1

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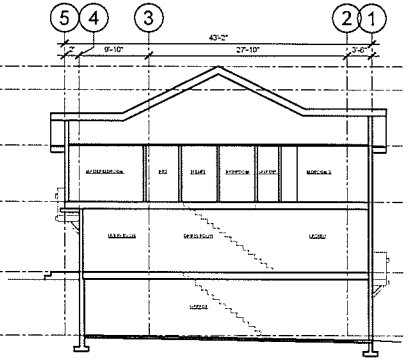

6 A404 BLDG 5 SECTION – UNIT B1

1/8" = 1'-0"

LEGEND OF FINISHES

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   COLOUR #1 - NIGHT GREY
2. HARDIEPLANK SIDING - BOARD & BATTEN
   COLOUR #2 - PEARL GREY
3. HARDIEPLANK SIDING - SHAKE
   COLOUR #3 - KHAKI BROWN
4. ASPHALT ROOF SHINGLE
   COLOUR - WEATHERED WOOD
5. PAINTED WOOD TRIMS AND BRACKETS
   COLOUR - WHITE
6. PAINTED FRONT DOOR
   COLOUR - BLACK
7. VINYL WINDOW FRAMES
   COLOUR - STANDARD WHITE
8. HARDIEPANEL SIDING
   COLOUR - WHITE

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SEAL

OWNER/APPLICANT

No.	REVISION	MMDY
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4	DEVELOPMENT PERMIT RESUBMIT	03/17/2019
3	DEVELOPMENT PERMIT RESUBMIT	01/30/2019
2	DEVELOPMENT PERMIT RESUBMIT	12/13/2018
1	ISSUED FOR DEVELOPMENT PERMIT	11/22/2017

PROJECT NAME

SEQUOIA TOWNHOMES DEVELOPMENT

PROJECT ADDRESS

23100,23084 LOUGHEED HWY
MAPLE RIDGE, BC

WENSLEY ARCHITECTURE LTD

CONSULTANTS:
STRUCTURAL N/A
MECHANICAL N/A
ELECTRICAL N/A
CIVIL CENTRAL ENGINEERING LTD.
LANDSCAPE VANDER ZALM & ASSOCIATES LTD.

DRAWING TITLE

BUILDING 5
ELEV / SEC

PROJECT NO	17125	DRAWN BY	DM
SCALE	1/8"=1'-0"	REVIEW BY	DM
DATE	JULY 2018	DRAWING NO	A404

SPRUCE RAFTER TAILS
-PAINTED WHITE

WOODEN KNEE BRACES-
PAINTED WHITE

SPRUCE COMBED FASCIA-
PAINTED WHITE

KAYCAN ALUMINIUM PERFORATED
SOFFIT-
WHITE

HARDIE SHAKE SIDING-
NAVAJO BEIGE

HARDIE LAP SIDING-
NIGHT GREY

HARDIE VERTICAL BOARD &
BATTEN SIDING-
LIGHT MIST

IKO ARCHITECTURAL SERIES
SHINGLES-
DRIFTWOOD

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SEAL

OWNER/APPLICANT

4	DEVELOPMENT PERMIT REQUIRMT	04/10/2018
3	DEVELOPMENT PERMIT REQUIRMT	27/03/2018
2	DEVELOPMENT PERMIT REQUIRMT	02/12/2016
1	ISSUED FOR DEVELOPMENT PERMIT	14/12/2017
NO.	REVISION	MO'D

PROJECT NAME

PROJECT ADDRESS:
23100,23084 LOUGHEED HWY
MAPLE RIDGE, BC

WENSLEY ARCHITECTURE LTD

CONSULTANTS:
STRUCTURAL N/A
MECHANICAL N/A
ELECTRICAL N/A
CIVIL CENTRAL ENGINEERING LTD.
LANDSCAPE HADDEF DAIRE & ASSOCIATES LTD.

DRAWING TITLE

MATERIAL
BOARD

PROJECT NO.	17028	DRAWN BY	DM
SCALE	NTS	REVIEW BY	DM
DATE	JULY 2018	DRAWING NO.	A406

1 TYPICAL REAR TOWNHOUSE VIEW (BUILDING 1)

2 TYPICAL FRONT TOWNHOUSE VIEW (BUILDING 1)

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SEAL

OWNER/APPLICANT

NO.	REVISION	MO/YY
4	DE-ELOPMENT PERMIT RESUBMIT	09/12/24
3	DE-ELOPMENT PERMIT RESUBMIT	27/08/24
2	DE-ELOPMENT PERMIT RESUBMIT	05/12/23
1	ISSUED FOR DE-ELOPMENT PERMIT	14/12/2021

PROJECT NAME

PROJECT ADDRESS:
23100,23084 LOUGHEED HWY
MAPLE RIDGE, BC

WENSLEY ARCHITECTURE LTD

CONSULTANTS:
STRUCTURAL N/A
MECHANICAL N/A
ELECTRICAL N/A
CIVIL CENTRAL ENGINEERING LTD.
LANDSCAPE VANDER DAM & ASSOCIATES LTD.

DRAWING TITLE:
RENDERINGS

PROJECT NO.	17051	DRAWN BY	DM
SCALE	N.T.S.	REVIEWED BY	DM
DATE	JULY 2016	DRAWING NO.	A001

APPENDIX G

1 OVERALL SITE PLAN NORTH
Scale 1:200

HARDSCAPE MATERIALS

KEY	REF.	DESCRIPTION
	2 LD-02	CONCRETE PAVING
	4 LD-02	CONCRETE UNIT PAVING PATIOS Pavers Name: Manufacturer: Belkirsen Soldier Course Size: 225 x 225 x 60 Colour: Charcoal Field Size: 300 x 100 x 60 Colour: Antique Brown
	3 LD-02	CONCRETE UNIT PAVING VEHICULAR Type: Nature Colour: Brownstone Slate Manufacturer: Belkirsen
	5 LD-02	PERMEABLE PAVERS Type: Nature Colour: Antique Brown Manufacturer: Belkirsen Concrete
	1 LD 01	PLAY AREA FINAR
	6 LD-02	CRUSHED GRANITE PATHWAY Material: Crushed Granite Colour: Grey
	3 LD-03	BOLLARD LIGHTING
		SOD See Critical Landscape Notes for Specifications
	4 LD-03	SHRUB PLANTING
	1 LD-03	PAVING SLABS
	5 LD-01	DRIP STRIP

FENCING

KEY	REF.	DESCRIPTION
	1 LD-05	CEDAR FENCE
	2 LD-05	SPLIT RAIL FENCE

SITE FURNISHINGS/LIGHTING

	5 LD-05	TRASH RECEPTACLE Manufacturer: Westhome or approved equals Model: Mesh Curved Top Double Receiving Station
	3 LD-04	BENCH Model #: Mesh Colour: Black Manufacturer: Jacobsen Site Furnishings Mount: Surface mount
	3 LD-03	BOLLARD LIGHTING

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY
	Acer circinatum / Vine Maple	B & B			3
	Acer macrophyllum / Big Leaf Maple	B & B			1
	Acer palmatum / Japanese Maple	B & B	4cm		9
	Amelanchier laevis 'Spring Flurry / Spring Flurry Serviceberry	B & B	6cm		10
	Cornus kousa Starlight / Kousa Dogwood	B & B	4cm		6
	Thuja plicata / Western Red Cedar	B & B		3.0m H	8
	Tsuga heterophylla / Western Hemlock	B & B		3.0m H	2

1:200 0 2m 4 6 8 10 12 14 16 18 20 22 24 26 28 30

van der Zalm + associates inc.
Parks & Recreation • Civil Engineering
Urban Design • Landscape Architecture
Suite C, 20177 97b Avenue
Langley, British Columbia
V3A 4E8
P 604.882.0924
F 604.882.0922
info@www.vdz.ca

Key Map (NTS)

No.	By	Description	Date
5	DJ	Re-issued for DP	Sept 14, 2018
4	YZ	Issued for DP	July 26, 2018
3	YZ	Issued for DP	Mar 21, 2018
2	TS	Issued for Comment	Mar 14, 2018
1	EU	Issued for Development Permit	Nov 06, 2017

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No.	By	Description	Date

REVISIONS TABLE FOR SHEET

Project:
SEQUOIA TOWNHOMES

Location:
23100, 23084
LOUGHEED HWY

Drawn: YZ
Stamp:
Checked: DJ
Approved: DJ
Original Sheet Size: 24"x36"
Scale: 1:200

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Drawing Title: OVERALL SITE PLAN NORTH

NORTH

VDZ Project #: DP2017-23

Drawing #: L-04

1 OVERALL SITE PLAN SOUTH
Scale 1:200

HARDSCAPE MATERIALS

KEY	REF.	DESCRIPTION
	2 LD-02	CONCRETE PAVING
	4 LD-02	CONCRETE UNIT PAVING PATIOS Paver Stoman Manufacturer Redman Soldier Course Size 223 x 223 x 80 Colour Charcoal Field Size 300 x 150 x 60 Colour Antique Brown
	3 LD-02	CONCRETE UNIT PAVING VEHICULAR Type Navara Colour Chocolate Glaze Manufacturer Belgrana
	5 LD-02	PERMEABLE PAVERS Type Navara Colour Antique Brown Manufacturer Belgrana Cornerstone
	1 LD-01	PLAY AREA FIBAR
	6 LD-02	CRUSHED GRANITE PATHWAY Material Crushed Granite Colour Grey
	3 LD-03	BOLLARD LIGHTING
		SOD Type Cultivar Landscape Notes by Specifications
	4 LD-03	SHRUB PLANTING
	1 LD-03	PAVING SLABS
	5 LD-01	DRIP STRIP

SITE FURNISHINGS/LIGHTING

	5 LD-05	TRASH RECEPTACLE Manufacturer Wishbone or approved equals Model Modena Curved Top Double Recycling Station
	3 LD-04	BENCH Model # Modena Colour Black Manufacturer Wishbone Site Furnishings Mount Surface mount
	3 LD-03	BOLLARD LIGHTING

FENCING

KEY	REF.	DESCRIPTION
	1 LD-05	CEDAR FENCE
	2 LD-05	SPLIT RAIL FENCE

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY
	Acer circinatum / Vine Maple	B & B			3
	Acer macrophylum / Big Leaf Maple	B & B			1
	Acer palmatum / Japanese Maple	B & B	4cm		9
	Amelanchier lamarckii 'Spring Flurry' / Spring Flurry Serviceberry	B & B	5cm		19
	Cornus kousa Starlight / Kousa Dogwood	B & B	4cm		6
	Thuja plicata / Western Red Cedar	B & B		3.0m ht	6
	Tsuga heterophylla / Western Hemlock	B & B		3.0m ht	2

1:200 0 2m 4 6 8 10 12 14 16 18 20 22 24 26 28 30

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Key Map (NTS)

No.	By	Description	Date
5	DJ	Reissued for DP	Dec 14, 2018
4	YZ	Issued for DP	July 26, 2018
3	YZ	Issued for DP	Mar 21, 2018
2	TS	Issued for Comment	Mar 16, 2018
1	DJ	Issued for Development Permit	Nov 09, 2017

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No.	By	Description	Date

REVISIONS TABLE FOR SHEET

Project:
SEQUOIA TOWNHOMES

Location:
23100, 23084
LOUGHEED HWY

Drawn: YZ
Checked: DJ
Approved: DJ
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Scale: 1:200

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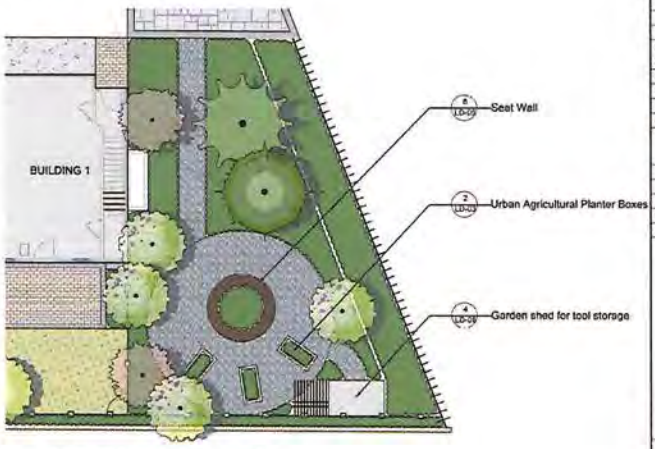
Drawing Title: OVERALL SITE PLAN SOUTH

VDZ Project #: DP2017-23

Drawing #: L-05

1 DETAIL AREA 1: COMMUNITY AMENITY
Scale 1:100



2 DETAIL AREA 2: COMMUNITY GARDEN
Scale 1:100

1:100

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No.	By	Description	Date
5	DJ	Reissued for DP	Sept 14, 2018
4	YZ	Issued for DP	July 26, 2018
3	YZ	Issued for DP	Mar 21, 2018
2	TS	Issued for Comment	Mar 16, 2018
1	DJ	Issued for Development Permit	Nov 17, 2017

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Project:
SEQUOIA TOWNHOMES

Location:
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Drawn: YZ
Checked: DJ
Approved: DJ
Scale: 1:100
Stamp:
Original Sheet Size: 24"x36"

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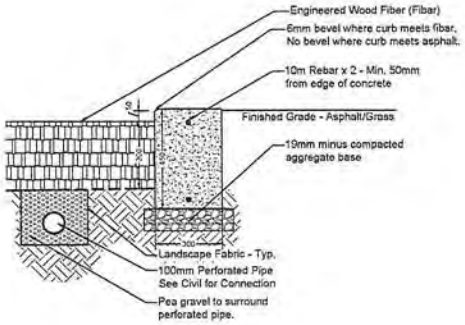
Drawing Title: SITE DETAIL AREAS

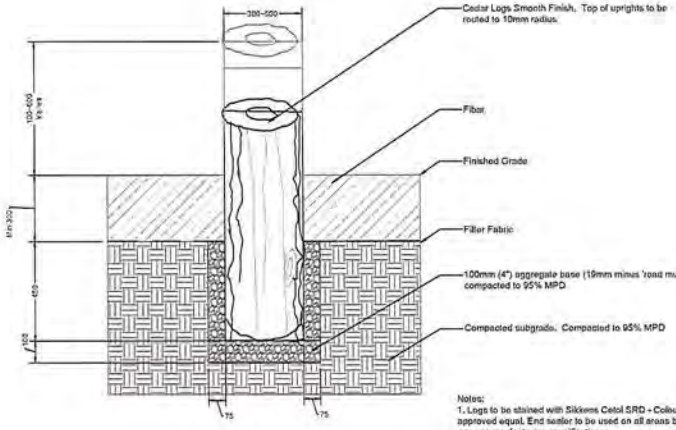
NORTH

VDZ Project #: DP2017-23

Drawing #: L-06



1 PLAY AREA FIBAR
1:10



Notes:
1. Logs to be stained with Sikkens Cetol SRD - Colour 077-Cedar or approved equal. End sealer to be used on all areas below grade. Apply as per manufacturers specifications.
2. Size of log uprights as per plan.
3. All branches and trunk splits to be cut flush, routed and sealed. Bark to remain intact.

2 STEPPING STONE STUMP
1:10

GXY947
Sirius II

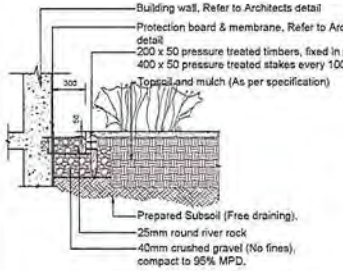
KOMPAN

Model: GXY 947 Sirius II
Manufacturer: Kompan
Supplier: Rec Tec

3 PLAY STRUCTURE
N.T.S

TYPICAL TRELLIS
Size: 3900 x 1200mm
Material: Steel
Contractor to provide shop drawings for landscape architect approval.

4 TRELLIS
N.T.S



5 DRIP STRIP
1:20

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No.	By	Description	Date
5	DJ	Reissued for DP	Sept 14, 2018
4	YZ	Issued for DP	July 26, 2018
3	YZ	Issued for DP	Mar 21, 2018
2	TD	Issued for Comment	Mar 16, 2018
1	DJ	Issued for Development Permit	Nov 08, 2017

REVISIONS TABLE FOR DRAWINGS

No.	By	Description	Date

REVISIONS TABLE FOR SHEET

Project:
SEQUOIA TOWNHOMES

Location:
23100, 23084
LOUGHEED HWY

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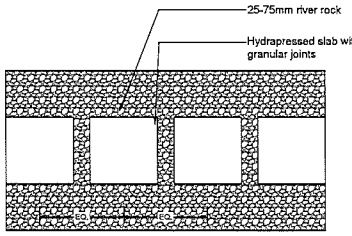
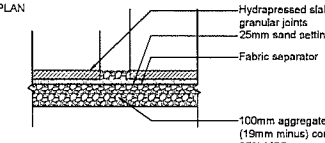
Checked: DJ
Approved: DJ
Scale: AS SHOWN
Stamp:
Original Sheet Size: 24"x36"

Drawing Title: DETAILS
VDZ Project #: DP2017-23
Drawing #: LD-01

Notes:
1. Slabs to be spaced equally between adjacent surfaces.



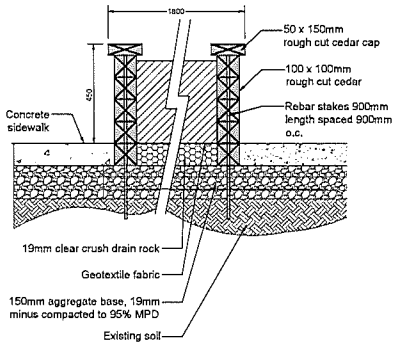
PLAN



SECTION

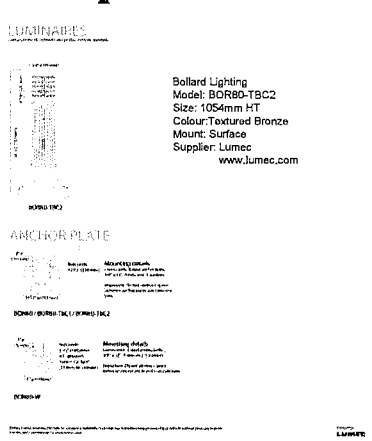
Notes:
1. Install all components as per manufacturer's specifications.
2. Supplier: Abbotsford Concrete or approved Equal
3. Type: Texada
4. Sizes: 610mm x 610mm, 457mm x 457mm
5. Color: Charcoal

1 CONCRETE SLABS
Scale 1:10



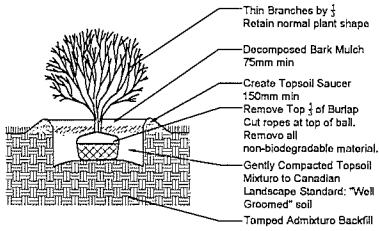
NOTES:
1. Cap to be sanded smooth.
2. Cap and exterior of planter to be treated with Sikkens Cetol WB SRD, Colour: #077 (Cedar)
3. All fasteners to be hot dipped galvanized.

2 URBAN AGRICULTURAL PLANTER BOXES
Scale 1:10

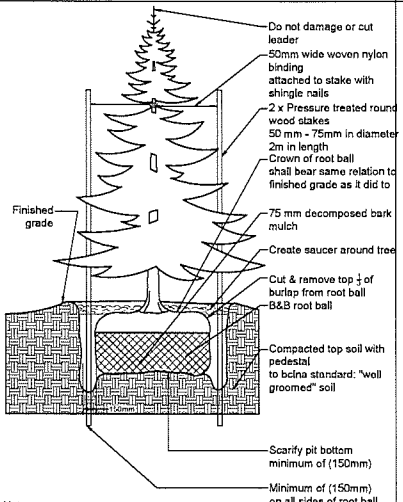


Bollard Lighting
Model: BOR80-TBC2
Size: 1054mm HT
Colour:Textured Bronze
Mount: Surface
Supplier: Lumec
www.lumec.com

3 BOLLARD LIGHTING
Scale 1:10

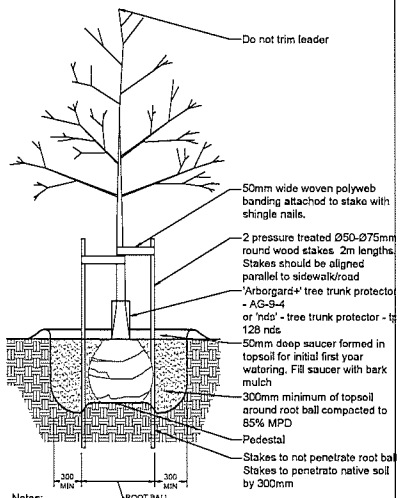


4 SHRUB PLANTING DETAIL
Scale 1:25



Notes:
1. Do not damage main roots or destroy root ball when installing tree stake.
2. Water thoroughly after installation
3. Remove tree rings and stakes two years after installations
4. Provide drainage for planting pit in impermeable soil

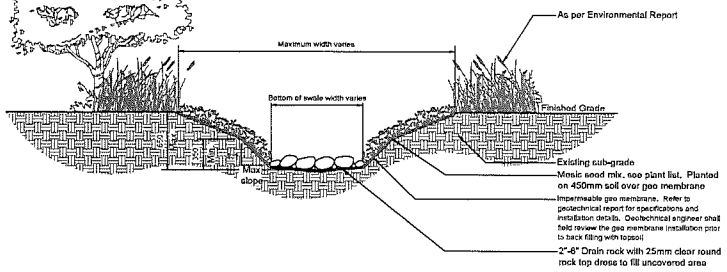
5 CONIFEROUS TREE
Scale 1:25



Notes:
1. Sacking/burlap to be loosened and dropped to the bottom of the planting hole. all string, twine, etc.to be removed.
2. All wire baskets shall have the top 1/3 of the wire removed prior to planting.
3. All trees shall be single stem

6 DECIDUOUS TREE
Scale 1:25

Notes:
1. Boulders will completely cover all exposed areas of fabric
2. Contractor to layout and paint centerline of river feature
3. All gravel and boulders to be supplied by: Burnco Products



7 RAIN GARDEN
Scale 1:25

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No.	By	Description	Date
5	DJ	Re-Issued for DP	Sept 14, 2018
4	YZ	Issued for DP	July 26, 2018
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2	TG	Issued for Comment	Mar 16, 2018
1	DJ	Issued for Development Permit	Nov 09, 2017

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No.	By	Description	Date

REVISIONS TABLE FOR SHEET

Project:
SEQUOIA TOWNHOMES

Location:
23100, 23084
LOUGHEED HWY

Drawn: YZ
Checked: DJ
Approved: DJ
Scale: AS SHOWN
Stamp:
Original Sheet Size: 24"x36"

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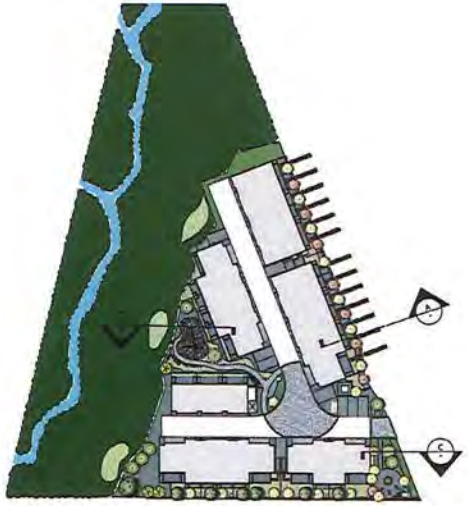
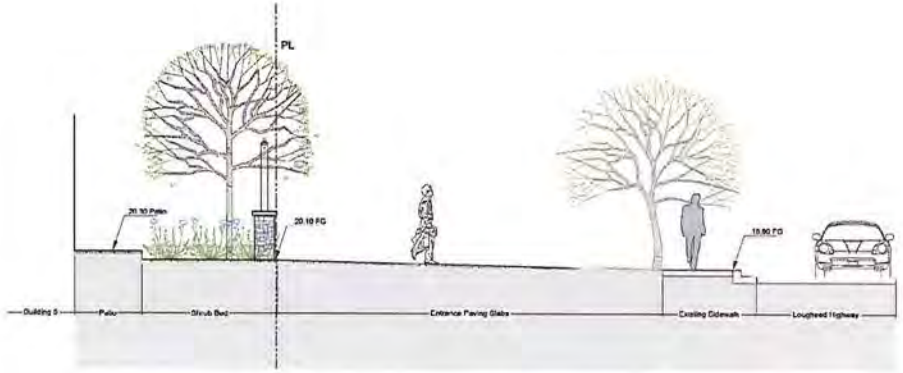
Drawing Title: DETAILS

VDZ Project #: DP2017-23

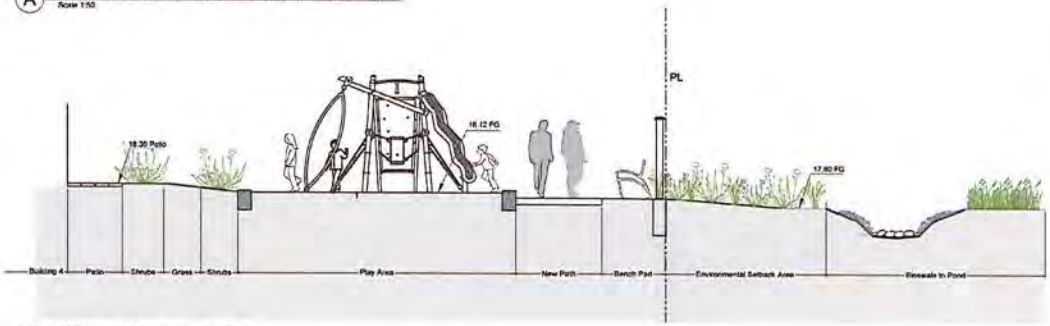
Drawing #: LD-03



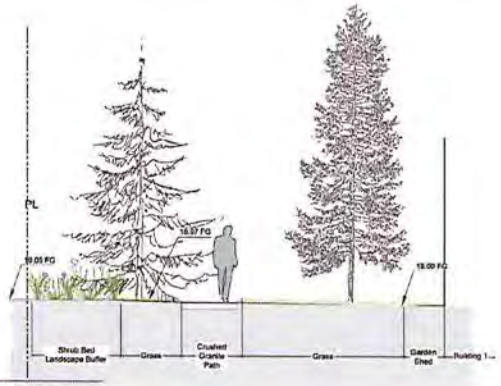
1 KEY MAP
Scale 1:50



A SECTION BETWEEN LOUGHEED AND TOWNHOMES
Scale 1:50



B COMMUNITY AMENITY SECTION
Scale 1:50



C COMMUNITY GARDEN PATH SECTION
Scale 1:50

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No.	By	Description	Date
5	DJ	Reissued for DP	Sept 14, 2018
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Location:
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LOUGHEED HWY

Drawn: TG
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Approved: DJ
Scale: AS SHOWN
Stamp:
Original Sheet Size: 24"x36"

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Drawing Title: SECTIONS

VDZ Project #: DP2017-23

Drawing #: LS-01

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
		FILE NO:	
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: Community Emergency Protection Fund Application

EXECUTIVE SUMMARY:

Through Emergency Management of British Columbia (EMBC), the City of Maple Ridge has made an application to the Community Emergency Preparedness Fund (CEPF) under the 2018 Structural Flood Mitigation Program. In response to past freshet events the City of Maple Ridge constructed temporary flood protection works along Tamarak Lane to increase the level of protection against flooding. This project would raise Tamarak Lane to an elevation that would eliminate the need for those temporary measures. Tamarak Lane is part of Road 13 diking district.

A condition of the CEPF application approval process is that proposed works are supported by a Council resolution.

RECOMMENDATION(S):

That the application for Community Emergency Preparedness Funding (CEPF) 2018 Structural Flood Mitigation Program project be supported; and further

That the City provide overall grant management for the project.

DISCUSSION:

a) Background Context:

Over the past decade Maple Ridge has experienced a number of freshet events. As part of the City's Emergency Response Planning during a freshet, temporary flood protection works are installed along Tamarak Lane. This project would see that section of Tamarak Lane raised to an elevation that would eliminate the need for the temporary measures.

b) Citizen/Customer Implications:

Property owners accessing Tamarak Lane will be consulted prior to the work being advanced.

c) Business Plan/Financial Implications:

The total value of the CEPF grant is $117,000. Tamarack Lane road surface restoration is included within the existing Annual Capital Paving Program. The project will also eliminate the need for temporary measures during freshet events.

d) **Alternatives:**

This work could be funded through new capital funding or, alternatively the project could be cancelled resulting in no flood protection improvements.

CONCLUSIONS:

The Union of BC Municipalities (UBCM) Community Emergency Protection Fund (CEPF) provides an opportunity for the City of Maple Ridge to raise Tamarak Lane to an elevation that would eliminate the need for temporary measures during freshet events. A condition of CEPF application approval process is that the proposed work applied for be supported by a Council resolution. This report seeks that resolution from Council.

"Original signed by Scott Salsbury"

Prepared by: Scott Salsbury,
Superintendent of Sewerworks

"Original signed by James Storey"

Approved by: James Storey,
Director of Engineering Operations

"Original signed by Frank Quinn"

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

"Original signed by Paul Gill"

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

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
		FILE NO:	11-5255-50-096
FROM:	Chief Administrative Officer	**MEETING:**	**Council**

SUBJECT: 225 Street Sewage Pump Station Upgrades - Purchase of Flygt Pumps

EXECUTIVE SUMMARY:

The 225 Street Sewage Pump Station located adjacent to the Haney Bypass conveys sewage via the existing South Slope Forcemain west along River Road to Best Street where it discharges into a Greater Vancouver Sewerage and Drainage District trunk sewer and ultimately to the Katzie Pump Station. To meet the long-term needs of the City, both the pump station and forcemain need to be upgraded to reliably convey increasing sewer flows.

On June 13, 2017, Council approved the award of the pump station and forcemain design to Associated Engineering (B.C.) Ltd.

The construction schedule is divided into phases; Phase 1 includes the pump station upgrades and the forcemain installation from the pump station to the intersection of Lougheed Highway and Carshill Street. Phase 2 and Phase 3 which are the forcemain upgrades west of Carshill Street are scheduled in the 2019 and 2020 Financial Plan. The Phase 1 works will be included in the Ministry of Transportation and Infrastructure (MoTI) project to reconstruct the Haney Bypass that is scheduled to be tendered in the fall 2018 with construction starting in January 2019.

In March 2017 the City received a grant of $998,905 from the Province for the 225 Street Pump Station and Forcemain Upgrade under the Clean Water and Wastewater Fund which requires that the project be completed by March 31, 2019. The City will utilize the grant funds to complete the pump station design and purchase the four new sewage pumps required as part of the pump station upgrades.

The purpose of this report is to seek Council approval to purchase the four pumps for the 225 Street Pump Station from Xylem Canada Company on a sole-source basis.

RECOMMENDATION:

THAT the contract for the Sewage Pump Station: Pumps, Parts Service be awarded to Xylem Canada Company in the amount of $562,236.46 excluding taxes; and

THAT the Corporate Officer be authorized to execute the Contract.

DISCUSSION:

a) Background Context:

To meet the long-term needs of the City, both the 225 Street Sewage Pump Station and forcemain need to be upgraded to reliably convey increasing sewer flows. The pump station, located adjacent to the Haney Bypass, conveys sewage via the existing South Slope Forcemain west along River Road to Best Street where it discharges into a Greater Vancouver Sewerage and Drainage District trunk sewer and ultimately to the Katzie Pump Station.

These upgrades are in the City's approved 2017-2021 Capital Program, and Council approved the award of the pump station and forcemain design to Associated Engineering (B.C.) Ltd. on June 13, 2017.

The construction schedule is divided into phases; Phase 1 includes the pump station upgrades and the forcemain installation from the pump station to the intersection of Lougheed Highway and Carshill Street. Phase 2 and Phase 3 which are the forcemain upgrades west of Carshill Street are scheduled in the 2019 and 2020 Financial Plan. The Phase 1 works will be included in the Ministry of Transportation and Infrastructure (MoTI) project to reconstruct the Haney Bypass that is scheduled to be tendered in the fall 2018 with construction starting in January 2019.

In March 2017 the City received a grant of $998,905 from the Province for the 225 Street Pump Station and Forcemain Upgrade under the Clean Water and Wastewater Fund which requires that the project be completed by March 31, 2019. The City will utilize the grant funds to complete the pump station design and purchase the four new sewage pumps required as part of the pump station upgrades.

The City currently operates 30 sewage pump stations with 64 sewage pumps, all of which are manufactured by Flygt. Flygt pumps are solely manufactured and exclusively distributed in BC by Xylem, and so the purchase of the Flygt pumps will not be tendered as the procurement is in line with the City's Purchasing Policy sole sourcing paramaters for standardized equipment. The purchase costs are consistent with market costs.

b) Interdepartmental Implications:

The Engineering, Purchasing and Operations Departments have reviewed the quote and are in agreement with the purchase of the Flygt pumps for the 225 Street Pump Station Upgrade Project.

c) Business Plan/Financial Implications:

The South Slope Forcemain Upsizing and Pump Station Modifications project is in the current Capital Plan. The purchase of the pumps for a sum of $562,236.46, excluding taxes is funded 100% by grand monies from the Clean Water and Wastewater Fund.

The project, specifically the design and sizing of the new pumps, has been accelerated to meet the Provincial requirements to utilize the funding by the stipulated completion date of March 31, 2019.

CONCLUSIONS:

The City utilizes Flygt pumps exclusively on all City pump stations to ensure consistency and maximise operational efficiency. This report recommends approval to purchase the four new Flygt sewage pumps amounting to $562,236.46, excluding taxes.

"Original signed by Maria Guerra"
Prepared by: Maria Guerra, PEng.
Acting Manager of Design & Construction

"Original signed by Trevor Thompson"
Financial Concurrence: Trevor Thompson, BBA, CPA, CGA
Chief Financial Officer

"Original signed by David Pollock"
Reviewed by: David Pollock, PEng.
Municipal Engineer

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

"Original signed by Paul Gill"
Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
		FILE NO:	11-5380-01
FROM:	Chief Administrative Officer	**MEETING:**	**Council**
SUBJECT:	Renewal of Recycle BC (Formerly MMBC) Contract for Packaging and Printed Paper		

EXECUTIVE SUMMARY:

The amendment of the BC Recycling Regulation in 2011 to include the collection and recycling of Packaging and Printed Paper (PPP) obligated industry to assume Extended Producer Responsibility (EPR) role for materials defined as PPP. A not-for-profit agency, Multi-Material British Columbia (MMBC) was established to develop a Stewardship Plan for PPP to comply with the Provincial regulation. The Province approved the Stewardship Plan for PPP prepared by MMBC in 2013 whereby MMBC provided a financial incentive to municipalities to collect PPP at the curb, as well as operating a recycling depot.

Municipalities throughout BC were presented with three options in 2013 - accept the MMBC offer and continue to undertake curbside collection of PPP; decline the offer and have MMBC select a contractor to collect curbside recyclables and transition out of the collection operation, or decline the offer and opt out of the MMBC plan and continue to provide curbside collection services without receiving the MMBC financial incentive. The City chose to participate in the PPP program and have Ridge Meadows Recycling Society (RMRS) collect the curbside recyclables as well as operate the Depot in Albion.

The contract is now up for renewal for another five year term and MMBC, now renamed Recycle BC has issued Statements of Work documents for Curbside collection, Multi-Family collection and Depot collection. The City has the same options as before – it may accept the offers and continue to collect recyclables; decline and have Recycle BC select a contractor to provide the recycling collection service, or decline to participate in the Recycle BC plan and continue to collect recyclables and sell the commodities on the open market without receiving any financial incentive from Recycle BC.

As noted, RMRS currently collect the recyclable materials at Curbside, Multi-family and the Depot. RMRS staff have indicated that the current contract has been expedited with few problems, driven largely by the current multi-stream collection program in the City that produces high quality commodities with minimal contamination. The City has not had Recycle BC undertake any waste audits to determine contamination rates whereas other municipalities throughout the Lower Mainland have struggled to meet targets and some have had to pay significant fines.

The City also provides curbside glass collection and receives a financial incentive from Recycle BC for that commodity.

The Recycling Regulation also requires that Recycle BC develop a plan to collect PPP from streetscapes but to date there has been little progress on this issue. Recycle BC has undertaken a small number of pilot projects but has not developed a feasible, cost-effective model for streetscape collection citing challenges with poorly sorted, heavily contaminated materials. Municipalities believe that the development of a streetscape collection program for PPP is necessary but it has to reflect the actual costs of providing such a service.

Recycle BC is now asking municipalities to confirm their interest in continuing to participate in the PPP Program for the next five years. The financial incentives in the updated Statements of Work are modest and do not include provision for annual inflationary costs and the threshold for contamination is lower, although this is not a real concern for the City.

Council, in it's deliberations on solid waste over this term has indicated support for RMRS continuing to provide curbside and depot recycling services. Should this position change, the contract with Recycle BC does have termination clauses to allow the City to move in a different direction with respect to the provision of recycling services.

The purpose of this report is to present the Recycle BC Statements of Work to Council for consideration and direction as attached.

RECOMMENDATIONS:

THAT Recycle BC be notified of the City's intent to enter into a new five year agreement; and

THAT the Corporate Officer be authorized to execute a finalized Statements of Work for Curbside Collection Services, Multi-Family Building Collection Services, and Depot Collection Services; and further

THAT a letter be sent to the Province requesting that Recycle BC be directed to develop a fully-funded Packaging and Printed Paper Initiative for Streetscape Collection.

DISCUSSION:

a) Background Context:

The BC Recycling Regulation was amended by the Province in 2011 to include the collection and recycling of Packaging and Printed Paper (PPP) that obligated the industry to assume Extended Producer Responsibility (EPR) role for the materials defined as PPP. Subsequently, a not-for-profit agency, Multi-Material British Columbia (MMBC) was established to develop a Stewardship Plan for PPP that was approved by the Province in 2013 whereby MMBC provided a financial incentive to municipalities to collect PPP at the curb as well as operating a depot, where appropriate.

Municipalities had three options in 2013 - accept the MMBC offer and continue to undertake curbside collection of PPP; decline the offer and have MMBC select a contractor to collect curbside recyclables and transition out of the collection operation, or decline the offer and opt out of the MMBC plan and continue to provide curbside collection services but without receiving the MMBC financial incentive. Along with the majority of municipalities in Metro Vancouver the City chose to participate in the PPP program and have Ridge Meadows Recycling Society (RMRS) collect the curbside recyclables as well as operate the Depot in Albion.

The contract is now up for renewal for another five year term and MMBC, now renamed Recycle BC has issued Statements of Work documents for Curbside collection, Multi-Family collection and Depot collection. The City has the same options as before – it may accept the offers and continue to collect recyclables; decline and have Recycle BC select a contractor to provide the recycling collection service; or decline to participate in the Recycle BC plan and continue to collect recyclables and sell the commodities on the open market without receiving any financial incentive from Recycle BC.

As noted, RMRS collect the recyclable materials at Curbside, Multi-family and the Depot. RMRS staff have indicated that the current contract has been expedited with few problems, driven largely by the current multi-stream collection program in the City that results in high quality commodities with minimal contamination. The City has not had Recycle BC undertake any waste audits to determine contamination rates whereas other municipalities throughout the Lower Mainland have struggled to meet targets and some have had to pay significant fines.

The City also provides curbside glass collection and receives a financial incentive from Recycle BC for that commodity.

The Recycling Regulation requires that Recycle BC's plan include the collection of PPP from streetscapes but to date there has been little progress on this issue. Recycle BC has undertaken a small amount of pilot projects but has not developed a feasible model for streetscape collection citing challenges with poorly sorted, heavily contaminated materials. Municipalities believe that the development of a streetscape collection program for PPP is necessary but it has to reflect the actual costs of providing such a service.

Recycle BC is now asking municipalities to confirm their interest in continuing to participate in the PPP Program for the next five years. The financial incentives in the updated Statements of Work are modest and do not include provision for annual inflationary costs and the threshold for contamination is lower, although this is not a real concern for the City.

b) Desired Outcome:

The goal of Recycle BC's PPP Plan is to maximise the diversion of recyclable materials out of the solid waste stream as much as possible.

c) Strategic Alignment:

The City's goals of sustainability align with the targets in Recycle BC's PPP Plan but their process appears to do little to address the goal of reducing the amount of packaging and printed paper at the front end.

d) Citizen/Customer Implications:

Having RMRS continue to collect the curbside recyclables and operate the Depot will ensure that residents have access to a high quality recycling service that reflects the City's commitment to recycling and sustainability.

e) Interdepartmental Implications:

RMRS has an excellent working partnership with the City. The Operations Department will continue to manage the RMRS vehicle fleet and the Engineering Department will continue to liaise with RMRS on the management of the recycling functions.

f) Business Plan/Financial Implications:

The City received $1,165,000 from Recycle BC for curbside and multi-family collection in 2017. Under the proposed rates of the new contract the City would receive $1,182,700, an increase of approximately 1.6%.

The depot offer is based upon material tonnages and using the total volumes from 2017 indicates an increase in revenue from $255,000 to $455,000, equivalent to a 78% increase due largely to increased rates for foam and film. The increase in revenue will be partially offset by increased labour costs to comply with the more stringent limits for contamination.

g) Alternatives:

The City has two options should the decision be made to not accept the Recycle BC offer: have Recycle BC select a contractor to collect curbside recyclables and transition out of the collection operation; or, decline the offer and opt out of the Recycle BC plan and continue to provide curbside collection services without receiving the Recycle BC financial incentive. The second alternative carries a considerable level of risk given the volatility of commodity prices on the worldwide market.

CONCLUSIONS:

The first five year contract with Recycle BC (formerly MMBC) was generally favourable for the City and the proposed five year extension does provide guaranteed financial incentives in a volatile worldwide commodities market.

"Original signed by David Pollock"
Prepared by: **David Pollock, PEng.**
Municipal Engineer

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

"Original signed by Paul Gill"
Concurrence: **Paul Gill, CPA, CGA**
Chief Administrative Officer

DP/dp

Att: Recycle BC Statements of Work

SCHEDULE 2.1(a)
STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between City of Maple Ridge then known as District of Maple Ridge ("**Contractor**") and MMBC Recycling Inc. carrying on business as Recycle BC ("**Recycle BC**") made as of November 30, 2013 (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is November 30, 2018.

SECTION 1. Interpretation

1.1 Definitions. In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

"**Agreement**" has the meaning set out on the first page of this Statement of Work.

"**Container**" means any reusable bin, box, tote, bag, open container or cart acceptable to Recycle BC used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work but, for the avoidance of doubt, does not include single-use bags.

"**Corrugated Cardboard**" means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

"**Curb**" or "**Curbside**" means a location within one metre of a Public Street or Private Road.

"**Curbside Collection**" has the meaning set out in Section 2.1.

"**Curbside Household**" means a self-contained dwelling unit providing accommodation to one or more people, including (i) single-family dwellings, (ii) buildings with up to four suites and (iii) rowhouses and townhouses, in each case where the resident of each unit is expected to individually deliver In-Scope PPP to the Curb for collection.

"**Curbside Household Baseline**" has the meaning set out in Attachment 5.

"**Customer**" means residents of Curbside Households within the Service Area.

"**Designated Post-Collection Facility**" means the facility at which Contractor delivers Contractor-collected In-Scope PPP to the Designated Post-Collection Service Provider.

"**Designated Post-Collection Service Provider**" means the entity, designated by Recycle BC, to receive Contractor-collected In-Scope PPP.

"**In-Scope PPP**" means the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Curbside Household, including but not limited to industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police

stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"**Missed Collection**" means any failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer's scheduled collection day by the appointed set out time.

"Not Accepted Materials" means, collectively, any material that is not PPP (as that term is defined in the Agreement).

"**Private Road**" means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

"**Public Street**" means a public right-of-way used for public travel, including public alleys.

"**Service Area**" means the geographic area delineated in Attachment 2.1.1.

"**Service Commencement Date**" means November 30, 2018.

"**SOW Effective Date**" has the meaning set out on the first page of this Statement of Work.

"**SOW Services**" has the meaning set out in Section 2.

"**SOW Term**" has the meaning set out in Section 4.

1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

Attachment		**Description**
Attachment 2.1.1	-	Service Area
Attachment 2.1.2	-	In-Scope PPP
Attachment 3.4	-	Service Level Failures
Attachment 5	-	Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the "**SOW Services**"):

2.1 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2.1 ("**Curbside Collection**") and in accordance with the terms of the Agreement and this Statement of Work.

2.1.1 Service Area.

(a) Contractor will perform Curbside Collection from Curbside Households in the Service Area.

(b) Changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the Agreement.

(c) Notwithstanding the Curbside Household Baseline and subject to Sections 2.1.2(g) and 2.1.4(e), Contractor is obligated to provide Curbside Collection from all Curbside Households in the Service Area.

(d) Contractor will collect In-Scope PPP only from ICI locations approved by Recycle BC in advance. Recycle BC shall have the right, exercisable at any time in its sole discretion, to revoke its approval of any one or more ICI locations.

(e) Contractor will not be entitled to receive any Fees or other payments in respect of In-Scope PPP collected from ICI locations and will be solely responsible for all costs associated with the collection and post-collection management of In-Scope PPP collected from ICI locations. Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, for calculating the amount of In-Scope PPP from ICI locations included in the Contractor-collected In-Scope PPP delivered to the Designated Post-Collection Facility (the "**Determined ICI Amount**"). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider in respect of the Determined ICI Amount.

2.1.2 PPP Materials.

(a) Contractor will collect (i) all In-Scope PPP from all Customers that is placed in Containers (including both Contractor-provided and Customer-owned Containers) and (ii) any Corrugated Cardboard that is flattened and stacked by the Customers' Container (or stacked alone if no Container is present).

(b) Materials collected by Contractor may not contain more than 3% by weight of Not Accepted Materials. Loads exceeding 3% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.

(c) Materials collected by Contractor may not contain (i) any packaging containing hazardous or special waste or (ii) Categories 4, 5 or 9.

(d) If Contractor collects In-Scope PPP in multi-stream, Contractor must ensure that:

(i) loads of Categories 1, 2 and 3(b) do not contain more than 1% by weight of Categories 3(a), 6 and 7; and

(ii) loads of Categories 3(a), 6 and 7 do not contain more than 3% by weight of Categories 1, 2 and 3(b).

(e) Subject to Section 2.1.2(h), Contractor must ensure that loads of Categories 1, 2, 3(a), (3(b), 6 and 7 (whether collected in a single stream or a multi-stream) do not contain more than 3% by weight of Category 8.

(f) If Contractor collects Category 8 segregated from other In-Scope PPP, Contractor must ensure that such material stream does not contain more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate). Loads of segregated Category 8 exceeding 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.

(g) Contractor will implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected materials and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.

(h) If immediately prior to the SOW Effective Date Contractor (i) did not provide Curbside Collection from Curbside Households in the Service Area or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with Recycle BC, Contractor will not be required to comply with Section 2.1.2(e) until the six month anniversary of the Service Commencement Date. If Contractor is not in compliance with Section 2.1.2(e) by the six month anniversary of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to reduce the quantity of Category 8 to the required level. Following approval of the remediation plan by Recycle BC, Contractor will use its best efforts to implement the plan and provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If Contractor is not in compliance with Section 2.1.2(e) within 90 days after implementing the remediation plan, Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to achieve the stated objective.

2.1.3 Collection.

(a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.

(b) Contractor will pick up In-Scope PPP placed by Customers (in accordance with Section 2.1.2(a)) at the Curb along the collection vehicle route, which may be a Public Street or a Private Road.

(c) Subject to Section 2.1.3(d), Contractor will perform Curbside Collection from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than bi-weekly.

(d) If Contractor collects Category 8 segregated from other In-Scope PPP, Contractor will collect Category 8 from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than once every month.

(e) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of carts, with their lids closed) in their set out location in an orderly manner. The location of returned Containers should not block sidewalks, driveways, or on street parking.

(f) If Contractor provided Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will provide Curbside Collection services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

2.1.4 Containers.

(a) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will, at Contractor's cost, provide Containers to each Curbside Household in the Service Area that provide Customers with sufficient volume to accommodate In-Scope PPP generated by Customers between collections so that Container capacity is not a barrier to Customer use of the Curbside Collection service.

(b) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, if Curbside Households or geographical areas are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to any new Curbside Households added to the Service Area at least ten Business Days prior to the start date provided by Recycle BC.

(c) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will deliver a Container to a requesting Customer within seven Business Days of the Customer's initial request.

(d) If any Customers choose to provide their own Containers, Contractor will handle the Customer-owned Containers in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.

(e) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the replaced Container. In the event that the problem continues, Contractor may discontinue service to that Customer provided Recycle BC provides prior written approval.

(f) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will deliver Containers that meet the requirements set out in this Agreement to each Customer in the Service Area at least ten Business Days prior to the Service Commencement Date unless otherwise approved by Recycle BC in writing.

(g) Contractor may not collect In-Scope PPP in single-use bags except in accordance with Section 2.1.4(h).

(h) If Contractor provided Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date and, at such time, collected In-Scope PPP in single-use bags, Contractor will:

(i) except to the extent and on the conditions otherwise approved by Recycle BC in writing, deliver Containers that meet the requirements set out in this Agreement to each Curbside Household in the Service Area at least ten Business Days prior to July 1, 2020; and

(ii) not collect In-Scope PPP in single-use bags after July 1, 2020.

(i) If Contractor (i) is transitioning from single-use bags to Containers pursuant to Section 2.1.4(h) or (ii) proposes to change the type of Container it uses for Curbside Collection in the Service Area, Contractor will submit a detailed

transition plan to Recycle BC a minimum of six months prior to the scheduled or planned change. Any change to the type of Containers used for Curbside Collection in the Service Area is subject to approval in writing by Recycle BC, which approval will not be unreasonably withheld.

2.1.5 Designated Post-Collection Facility.

(a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection, unless alternative arrangements have been approved in writing by Recycle BC. If Contractor is unable to deliver collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection for an unforeseen reason outside Contractor's reasonable control, Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Facility as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection with such storage. Contractor will not deliver In-Scope PPP to any location other than the Designated Post-Collection Facility or dispose of any collected In-Scope PPP without prior written authorization from Recycle BC.

(b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility segregated, at a minimum, in the manner set out in Attachment 2.1.2.

(c) If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, Contractor must (i) unload Categories 1, 2 and 3(b) in a separate bunker or other location than Categories 3(a), 6 and 7 and (ii) unload Categories 3(a), 6 and 7 in a separate bunker or location than Categories 1, 2 and 3(b), in each case as directed by the Designated Post-Collection Service Provider. Loads delivered in violation of this Section 2.1.5(c), including as a result of driver error or mechanical failure, may be subject to a Service Level Failure Credit.

(d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Provider and Recycle BC, including but not limited to instructions and procedures pertaining to health and safety, delivery and unloading of In-Scope PPP, audit procedures and weigh scale operation.

(e) If Contractor is scheduled to collect In-Scope PPP from Curbside Households in the Service Area on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Provider a minimum of ten Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.

(f) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Facility will be located within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility.

(g) If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will locate the Designated Post-Collection Facility within 60 kilometers from the Service Area boundary at the point of least distance to Designated Post-Collection Facility. If delivery to the Designated Post-Collection Facility requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider. If

the Designated Post-Collection Service Provider has used commercially reasonable efforts to locate the Designated Post-Collection Facility within such area but is unable to do so, Contractor will not be required to deliver In-Scope PPP to the Designated Post-Collection Facility except on terms mutually acceptable to Contractor and the Designated Post-Collection Service Provider.

(h) Recycle BC may change the location of the Designated Post-Collection Facility upon 30 days' written notice. If Recycle BC changes the location of the Designated Post-Collection Facility such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(f) or (g), as the case may be, such change will be made pursuant to the change process in Section 2.2 of the Agreement (provided that Contractor may not refuse such a change).

(i) Unless Recycle BC otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Customers in the Service Area before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as Recycle BC considers appropriate or necessary in the circumstances and may be revoked at any time by Recycle BC in its sole discretion, including without limitation if Contractor has failed to comply with such conditions or procedures.

(j) If the Designated Post-Collection Service Provider rejects a load of In-Scope PPP from Contractor due to a verified claim that such load contains more than 3% by weight of Not Accepted Materials or contains any hazardous or special waste, Recycle BC reserves the right to designate alternative procedures and requirements associated with that load and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

2.1.6 Spillage.

(a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.

(b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.

(c) Without limiting Section 2.1.6(b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or Recycle BC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice

of such clean-up or removal will be provided to Recycle BC in writing. Contractor will immediately notify the Recycle BC-designated spill coordinator of any spills that enter ground-water or drainage systems.

2.1.7 Routes.

(a) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used for collection services outside the Service Area or for any other use if they are emptied before and after such other use and Contractor has obtained prior approval from Recycle BC in writing.

2.1.8 Pilot programs.

(a) Recycle BC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. Recycle BC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in the Service Area. The allocation of any costs (or savings) accrued by Recycle BC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this Statement of Work, such a change will be made pursuant to the change process in Section 2.2 of the Agreement.

(b) Contractor-initiated pilot programs will require prior written notification to and written approval by Recycle BC. Contractor-initiated pilot programs will be performed at no additional cost to Recycle BC.

2.2 Customer Service and Management. As part of Curbside Collection, Contractor will provide the following services:

2.2.1 Customer Service Requirements

(a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.

(b) Contractor will maintain a 24 hour emergency telephone number for use by Recycle BC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for Recycle BC-use during all hours, including normal office hours.

(c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

(a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by Recycle BC to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.

(b) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the four month anniversary of the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior Recycle BC review and approval.

2.2.3 Customer Complaints and Requests

(a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following Business Day. Contractor will make a conscientious effort to resolve all complaints and service requests within 24 hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.

(b) Contractor's customer service log will be available for inspection by Recycle BC during Contractor's office hours, and will be in a format approved by Recycle BC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly).

2.3 Promotion and Education.

2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs associated with the collection of In-Scope PPP. Contractor will incorporate Recycle BC-developed communications messages and images in Contractor public promotion, education, and outreach programs.

2.3.2 Recycle BC reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of In-Scope PPP, including but not limited to recycling guides, collection calendars, website content and "oops tags."

2.3.3 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis.

2.3.4 Except for logos of the applicable local government, Recycle BC, Contractor or any sub-contractor of Contractor, Contractor may not affix or otherwise include any logo of, or any reference to, any other party or person on a Container in any manner whatsoever, including stickers and hot stamps.

2.3.5 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

2.4 Transition and Implementation Services. If immediately prior to the SOW Effective Date Contractor (i) did not perform Curbside Collection from Curbside Households in the Service Area or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with Recycle BC, Contractor will, beginning on the SOW Effective Date and with Recycle BC's input, develop and submit to Recycle BC no later than two weeks after the SOW Effective Date a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date to and including the six month anniversary of the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan. Finalization of the Transition and Implementation Plan will be subject to Recycle BC's prior approval.

SECTION 3. Performance Standards and Operational Requirements

3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.

3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection:

3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to Recycle BC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.

3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.

3.3 SOW Record and Reporting Requirements.

3.3.1 Service Delivery Reporting. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

(a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor;

(b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided;

(c) maintain such other records as may be requested by Recycle BC. including:

(i) tonnage by collection date and weight scale ticket (which must include the collector name and truck number);

(ii) customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received; and

(iii) notices left for Customers;

(d) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request and, if requested by Recycle BC, provide a regular (but no more frequently than monthly) report to Recycle BC, in a format and by a method approved by Recycle BC, setting out or summarizing (at Recycle BC's discretion) such records as may be indicated by Recycle BC for the reporting period;

(e) upon Recycle BC's request, provide up to two reports each year on associated collection metrics necessary to the calculation of the greenhouse gas emissions associated with the performance of Curbside Collection; and

(f) upon Recycle BC's request, provide up to four ad-hoc reports each year, at no additional cost to Recycle BC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in Recycle BC-defined format and software compatibility. These reports will not require Contractor to expend more than 60 staff hours per year to complete.

3.3.2 Claims Reporting

(a) At Recycle BC's discretion, responsibility for claim reporting under Section 3.3.2(b) shall be assigned by Contractor to the Designated Post-Collection Service Provider.

(b) All loads must be documented by Contractor or the Designated Post-Collection Service Provider, as the case may be, in a manner specified by Recycle BC from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2) and such other information as Recycle BC may designate (collectively, "**Claim Information**"). Claim Information with respect to any delivery of In-Scope PPP to

the Designated Post-Collection Facility must be submitted within 10 Business Days of the delivery date.

(c) Recycle BC will issue a claim summary to Contractor based on Claim Information directly provided to Recycle BC pursuant to Section 3.3.2(b), and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within five days of the claim summary being issued.

(d) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC may, at its discretion, choose to issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).

(e) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until December 31, 2023. Recycle BC may extend this Statement of Work for up to two further periods of one year each by giving Contractor notice in writing not less than 180 days before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date. For the avoidance of doubt, Contractor acknowledges and agrees that it will not be entitled to receive any Fees in respect of In-Scope PPP collected from ICI locations.

SECTION 6. Additional Terms

6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including without limitation by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits) or other payments Contractor is entitled to receive from Recycle BC under this Statement of Work.

6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any employee (or, at the request of Recycle BC, any other person) to scavenge, any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the SOW Services or otherwise.

6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Facility. In-Scope PPP will be deemed to be delivered when off-

loaded from Contractor's vehicles at the Designated Post-Collection Facilityy and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Facility caused by Contractor.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MMBC RECYCLING INC.

Per: _____
(I have authority to bind Recycle BC)

Name: _____
(Please Print)

Title: _____

CITY OF MAPLE RIDGE

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)
DESIGNATED SERVICE AREA

1. Under this Statement of Work, the initial Curbside Household Baseline will be 24,970.

2. The Service Area is:

City of Maple Ridge

ATTACHMENT 2.1.2 TO SCHEDULE 2.1(a)
IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- ☐ PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- ☒ PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- ☒ PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- ☒ PPP in Category 8, segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work, with polycoated beverage containers defined as Category 3(a), plastic beverage containers defined as Category 6, metal beverage containers defined as Category 7 and glass beverage containers defined as Category 8.

ATTACHMENT 3.4 TO SCHEDULE 2.1(a)
SERVICE LEVEL FAILURES

Contractor will incur the following Service Level Failure Credits on the following Service Level Failures; provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

<table>
<tr><th></th><th>Service Level Failure</th><th>Service Level Failure Credit</th></tr>
<tr><td>1</td><td>Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in the Service Area.</td><td>$5,000 per incident.</td></tr>
<tr><td>2</td><td>Failure to provide a required report pursuant to Section 3.3.1 on time.</td><td>$500 per day past deadline.</td></tr>
<tr><td>3</td><td>Failure to separate In-Scope PPP collected from Curbside Households in the Service Area from materials collected outside of the Service Area without prior written approval from Recycle BC.</td><td>$5,000 per route, plus $3,000 per month (pro-rated in the case of a partial month) until the Service Level Failure has been remedied or a request for approval has been approved in writing by Recycle BC.</td></tr>
<tr><td>4</td><td>If the Curbside Household Baseline does not exceed 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 3% by weight of Not Accepted Materials.</td><td>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount

For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Curbside Household Baseline for such year, in accordance with the following table:
<table>
<tr><th>Curbside Household Baseline</th><th>Per Load Amount</th></tr>
<tr><td>10,000-25,000</td><td>$5,000</td></tr>
<tr><td>5,000-9,999</td><td>$3,750</td></tr>
<tr><td>2,500-4,999</td><td>$2,500</td></tr>
<tr><td>499-2,499</td><td>$1,250</td></tr>
<tr><td>0-499</td><td>$500</td></tr>
</table></td></tr>
<tr><td>5</td><td>If the Curbside Household Baseline exceeds 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 3% by weight of Not Accepted Materials.</td><td>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</td></tr>
</table>

<table>
<tr><th></th><th>Service Level Failure</th><th>Service Level Failure Credit</th></tr>
<tr><td></td><td></td><td>For the purpose of this Service Level Failure, the “Per Load Amount” will initially be $5,000. If Contractor is required to make one or more payments in respect of this Service Level Failure in respect of any year, the Per Load Amount for the following year will be automatically increased by $5,000 (to a maximum of $20,000). If Contractor is not required to make any payments in respect of this Service Level Failure in respect of a particular year, the Per Load Amount for the following year will be reset at $5,000.</td></tr>
<tr><td>6</td><td>If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, delivery of a load in violation of Section 2.1.5(c) .</td><td>$1,000 per load.</td></tr>
<tr><td>7</td><td>Delivery of a load of Category 8 to the Designated Post-Collection Facility that contains more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate).</td><td>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.

For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Curbside Household Baseline for such year, in accordance with the following table:
<table>
<tr><th>Curbside Household Baseline</th><th>Per Load Amount</th></tr>
<tr><td>10,000+</td><td>$5,000</td></tr>
<tr><td>5,000-9,999</td><td>$3,750</td></tr>
<tr><td>2,500-4,999</td><td>$2,500</td></tr>
<tr><td>499-2,499</td><td>$1,250</td></tr>
<tr><td>0-499</td><td>$500</td></tr>
</table></td></tr>
<tr><td>8</td><td>The occurrence of a Labour Disruption, if Contractor fails to (i) implement its Business Continuity Plan in respect of such Labour Disruption or (ii) fails to company with Section 4.6.1 or 4.6.2 in respect of such Labour Disruption.</td><td>An equitable reduction in the Fees to reflect the value of any SOW Services not received by Recycle BC plus $5,000 per day of Labour Disruption.</td></tr>
<tr><td>9</td><td>Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Facility without the prior written permission of Recycle BC</td><td>$25,000 per incident.</td></tr>
</table>

ATTACHMENT 5 TO SCHEDULE 2.1(a)
FEES

1. In this Attachment, the following terms will have the following meaning:

"**Bonus Period**" means each full calendar year during the SOW Term, commencing on January 1 and ending on December 31 of each year; provided, however, that (i) if the Service Commencement date is not January 1, the initial Bonus Period shall commence on the Service Commencement Date and end on December 31 of that year and (ii) if the SOW Term does not end December 31, the final Bonus Period will commence on January 1 of that year and end on the date on which the SOW Term ends.

"**Curbside Household Baseline**" means the number of Curbside Households in the Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment 5 or pursuant to a change order made pursuant to Section 2.2 of the Agreement.

2. In consideration for Contractor's performance of the SOW Services, Recycle BC will pay Contractor:

(a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Curbside Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

	Curbside Collection Financial Incentive	
	Single-stream using automated carts – Categories 1, 2, 3(a), 3(b), 6 and 7	$ per Curbside Household per Year
☐	>2 Curbside Households per hectare	$33.40
☐	0.2 to 2 Curbside Households per hectare	$35.40
☐	<0.2 Curbside Households per hectare	$37.40
	Single-stream using Containers other than automated carts – Categories 1, 2, (a), 3(b), 6 and 7	$ per Curbside Household per Year
☐	>2 Curbside Households per hectare	$34.50
☐	0.2 to 2 Curbside Households per hectare	$36.65
☐	<0.2 Curbside Households per hectare	$38.80
	Multi-stream – Categories 1, 2 and 3(b) separate from Categories 3(a), 6 and 7	$ per Curbside Household per Year
☒	>2 Curbside Households per hectare	$38.45
☐	0.2 to 2 Curbside Households per hectare	$40.65
☐	<0.2 Curbside Households per hectare	$42.80

(b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; (ii) the Service Administration Top Up amount; and (iii) if Contractor also provides depot services in the Service Area pursuant to an active Statement of Work for Depot Collection Services, the Depot Top Up, in each case as set out in the table below times the Curbside Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

	Top Up available to local governments accepting Curbside Collection incentive	$ per Curbside Household per Year
☒	Resident Education Top Up	$0.75
☒	Depot Top Up	$0.25
☒	Service Administration Top Up	$1.75

Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Collection Services.

(c) If selected (as indicated by an x in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

	Curbside Collection Financial Incentive	
☒	Category 8 - Glass Packaging	$ per Tonne
		$80.00

(d) For each Bonus Period, the Achieved Bonus Amount times the average Curbside Household Baseline for such period, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Curbside Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the average Curbside Household Baseline for such period and the approved claims submitted for the Bonus Period. The Achieved Bonus Amount for a Bonus Period, if any, will be paid no later than April 30 of the following year.

For purposes of calculating the Achieved Bonus Amount, Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, to calculate the average amount of (i) Not Accepted Materials in Contractor's collected material and (ii) In-Scope PPP from ICI locations in Contractor's collected materials for the purposes of calculating the average In-Scope PPP collected per Curbside Household in the applicable year.

If the Bonus Period is a partial calendar year, the Achieved Bonus Amount will be calculated by Recycle BC on a pro-rated basis taking into account such factors as Recycle BC, acting reasonably, may consider relevant.

If Contractor also provides collection services to multi-family buildings pursuant to another Statement of Work under the Agreement ("**Multi-Family Household Collection**"), and In-Scope PPP collected in respect of Multi-Family Household Collection is collected in a vehicle with In-Scope PPP collected from Curbside Households under this Statement of Work, then, for the purpose of calculating the performance bonus under this subsection (d), the Curbside Household Baseline will be adjusted to include the number of multi-family households whose In-Scope PPP has been collected in this manner.

Calculation of Achieved Bonus Amount				
Average In-Scope PPP collected per Curbside Household Per Year	160 - 179 Kilograms	180 - 199 Kilograms	200 - 219 Kilograms	> 220 Kilograms
Achieved Bonus Amount	**$ per Curbside Household**			
	$1.00	$2.00	$3.00	$4.00

3. Adjustment of Curbside Household Baseline.

(a) On an annual basis, on a date to be determined by Recycle BC, and at such other times as the parties may agree, Contractor will, in good faith, report and attest (in a form acceptable to Recycle BC) to the then-current number of:

(i) Curbside Households in the Service Area; and

(ii) Curbside Households per hectare in the Service Area.

(b) Recycle BC may also provide evidence of the then-current number of Curbside Households and Curbside Households per hectare in the Service Area. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline. If the agreed upon new values of the foregoing trigger a change in the Fees payable pursuant to this Attachment, the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.

(c) For purposes of reporting and determining the number of Curbside Households:

(i) A single family dwelling is considered one Curbside Household;

(ii) A laneway house is considered one Curbside Household;

(iii) A duplex is considered two Curbside Households;

(iv) A triplex is considered three Curbside Households;

(v) A fourplex is considered four Curbside Households;

(vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v) respectively, if Contractor recognizes the conversion for utility and/or contract billing;

(vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by Contractor as a single family dwelling for utility and/or contract billing is considered one Curbside Household; and

(viii) Each self-contained dwelling unit in a rowhouse or townhouse is considered one Curbside Household if the resident of each unit delivers In-Scope PPP to the Curb for collection in separate Containers.

4. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline) falls below 135 kilograms, then Recycle BC may require Contractor to, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to raise its collection yield above 135 kilograms per Curbside Household. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to increase collection yield, and, at Recycle BC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

SCHEDULE 2.1(b)
STATEMENT OF WORK FOR MULTI-FAMILY BUILDING COLLECTION SERVICES

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between City of Maple Ridge then known as District of Maple Ridge ("**Contractor**") and MMBC Recycling Inc. carrying on business as Recycle BC ("**Recycle BC**") made as of November 30, 2013 (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is November 30, 2018.

SECTION 1. Interpretation

1.1 Definitions. In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

"**Agreement**" has the meaning set out on the first page of this Statement of Work.

"**Approved Multi-Family Building**" means a Multi-Family Building on the list of approved Multi-Family Buildings maintained by Recycle BC in accordance with Section 2.1.1.

"**Container**" means any container acceptable to Recycle BC used for storage of In-Scope PPP at a central location in a Multi-Family Building complex, but, for the avoidance of doubt, does not include single-use bags.

"**Corrugated Cardboard**" means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

"**Customer**" means any owner, property manager or resident of an Approved Multi-Family Building.

"**Designated Post-Collection Facility**" means the facility at which Contractor delivers Contractor-collected In-Scope PPP to the Designated Post-Collection Service Provider

"**Designated Post-Collection Service Provider**" means the entity, designated by Recycle BC, to receive Contractor-collected In-Scope PPP.

"**In-Scope PPP**" means the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Multi-Family Household, including but not limited to commercial facilities such as retail stores or offices located in the street level or lower levels of a Multi-Family Building and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such social or community service organizations and personal or health care facilities located in the street level or lower levels of a multi-family building and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"**Missed Collection**" means any failure of Contractor to collect In-Scope PPP from an Approved Multi-Family Building on the Approved Multi-Family Building's scheduled collection day.

"**Multi-Family Building**" means a complex, where residents are expected to deliver In-Scope PPP to a central storage area accessible by all residents, from which collection occurs.

"**Multi-Family Building Collection**" has the meaning set out in Section 2.1.

"**Multi-Family Household**" means a self-contained dwelling unit providing accommodation to one or more people where the resident is expected to deliver In-Scope PPP to a central location on the property of the Multi-Family Building from which In-Scope PPP is collected.

"**Not Accepted Materials**" means, collectively, any material that is not PPP (as that term is defined in the Agreement).

"**Private Road**" means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

"**Public Street**" means a public right-of-way used for public travel, including public alleys and lanes.

"**Service Area**" means the geographic area delineated in Attachment 2.1.1.

"**Service Commencement Date**" means November 30, 2018.

"**SOW Effective Date**" has the meaning set out on the first page of this Statement of Work.

"**SOW Services**" has the meaning set out in Section 2.

"**SOW Term**" has the meaning set out in Section 4.

1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement:

Attachment	**Description**
Attachment 2.1.1	– Service Area
Attachment 2.1.2	– In-Scope PPP
Attachment 3.4	– Service Level Failures
Attachment 5	– Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the "**SOW Services**"):

2.1 Multi-Family Building Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP from Multi-Family Buildings in the Service Area as further described in this Section 2.1 ("**Multi-Family Building Collection**") and in accordance with the terms of the Agreement and this Statement of Work.

2.1.1 Approved Multi-Family Buildings.

(a) Subject to Section 2.1.1(e), Contractor will not collect In-Scope PPP from any location other than an Approved Multi-Family Building. Recycle BC will maintain a list of Approved Multi-Family Buildings, which list will be initially comprised of the Multi-Family Buildings agreed on by Recycle BC and Contractor prior to the SOW Effective Date.

(b) On a quarterly basis or at any other time as Recycle BC may in its sole discretion agree, Contractor may request to add one or more Multi-Family Buildings in the Service Area to the list of Approved Multi-Family Buildings. Recycle BC will

consider the request and, if the request is approved, add such Multi-Family Building to the list of Approved Multi-Family Buildings on a date to be agreed by Recycle BC and Contractor. Effective as of the date such Multi-Family Building is added to the list of Approved Multi-Family Buildings, Attachment 5 will be amended if and to the extent necessary.

(c) On a quarterly basis or at any other time as Recycle BC may in its sole discretion agree, Contractor may request to remove one or more Multi-Family Buildings from the list of Approved Multi-Family Buildings. Recycle BC will consider the request and, if the request is approved, remove such Multi-Family Building from the list of Approved Multi-Family Buildings on a date to be agreed by Recycle BC and Contractor. Effective as of the date such Multi-Family Building is removed from the list of Approved Multi-Family Buildings, Attachment 5 will be amended if and to the extent necessary.

(d) Recycle BC may remove all or a portion of a Multi-Family Building from the list of Approved Multi-Family Buildings, immediately upon notice, where Contractor has committed any breach of this Agreement in respect of such Multi-Family Building or portion thereof (including a failure to meet or exceed applicable Service Levels) and has failed to cure such breach within 30 days of being given notice thereof by Recycle BC.

(e) Contractor will collect In-Scope PPP only from ICI locations approved by Recycle BC in advance. Recycle BC shall have the right, exercisable at any time in its sole discretion, to revoke its approval of any one or more ICI locations.

(f) Contractor will not be entitled to receive any Fees or other payments in respect of In-Scope PPP collected from ICI locations and will be solely responsible for all costs associated with the collection and post-collection management of In-Scope PPP collected from ICI locations. Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, for calculating the amount of In-Scope PPP from ICI locations included in Contractor-collected In-Scope PPP delivered to the Designated Post-Collection Facility (the "**Determined ICI Amount**"). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider in respect of the Determined ICI Amount.

2.1.2 PPP Materials.

(a) Contractor will collect all In-Scope PPP from all Approved Multi-Family Buildings that is placed in Containers (including both Contractor-provided Containers and Containers provided by Approved Multi-Family Buildings or their residents).

(b) Materials collected by Contractor may not contain more than 3% by weight of Not Accepted Materials. Loads exceeding 3% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits as set out in Attachment 3.4.

(c) Materials collected by Contractor may not contain (i) any packaging containing hazardous or special waste or (ii) Categories 4, 5 or 9.

(d) If Contractor collects In-Scope PPP in multi-stream, Contractor must ensure that:

(i) loads of Categories 1, 2 and 3(b) do not contain more than 1% by weight of Categories 3(a), 6 and 7; and

(ii) loads of Categories 3(a), 6 and 7 do not contain more than 3% by weight of Categories 1, 2 and 3(b).

(e) Subject to Section 2.1.2(h), Contractor must ensure that loads of Categories 1, 2, 3(a), (3(b), 6 and 7 (whether collected in a single stream or a multi-stream) do not contain more than 3% by weight of Category 8.

(f) If Contractor collects Category 8 segregated from other In-Scope PPP, Contractor must ensure that such material stream does not contain more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate). Loads of segregated Category 8 exceeding 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits as set out in Attachment 3.4.

(g) Contractor will implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected materials and procedures to notify and reject material from Approved Multi-Family Buildings who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.

(h) If immediately prior to the SOW Effective Date Contractor (i) did not provide Multi-Family Building Collection from Multi-Family Buildings in the Service Area or (ii) did not provide Multi-Family Building Collection from Multi-Family Buildings in the Service Area pursuant to a statement of work with Recycle BC, Contractor will not be required to comply with Section 2.1.2(e) until the six month anniversary of the Service Commencement Date. If Contractor is not in compliance with Section 2.1.2(e) by the six month anniversary of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to reduce the quantity of Category 8 to the required level. Following approval of the remediation plan by Recycle BC, Contractor will use its best efforts to implement the plan and provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If Contractor is not in compliance with Section 2.1.2(e) within 90 days after implementing the remediation plan, Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to achieve the stated objective.

2.1.3 <u>Collection</u>.

(a) Contractor shall not place limits on the quantity of In-Scope PPP collected from Approved Multi-Family Buildings.

(b) Contractor will pick up In-Scope PPP from Approved Multi-Family Buildings in Containers that are directly, or reasonably, accessible by the collection vehicle. The Containers may be on a Public Street if the Approved Multi-Family Building has permission from the local government to store the Containers on a Public Street.

(c) Contractor will perform Multi-Family Building Collection with sufficient frequency that each Approved Multi-Family Building always maintains sufficient capacity in its uncollected Containers so as not to be a barrier to use of Multi-Family Collection services by the residents of such Approved Multi-Family Building; provided that the service standard hereunder is not intended to require Contractor to perform Multi-Family Building Collection more frequently than once per week. Without limiting the generality of the foregoing, Contractor will coordinate with each Approved Multi-Family Building to arrange for a pick-up schedule for the Approved Multi-Family Building that, if requested by the Approved Multi-Family Building, is consistent.

(d) Contractor will make collections in an orderly, non-disruptive and quiet manner, and will return Containers with their lids closed in their set out location in an orderly manner. The location of returned Containers should not block sideways, driveways or street parking.

(e) If Contractor provided Multi-Family Building Collection from Multi-Family Buildings in the Service Area immediately prior to the Service Commencement Date, Contractor will provide Multi-Family Building Collection services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

2.1.4 Containers.

(a) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will provide Containers to each Approved Multi-Family Building that provide sufficient volume to accommodate In-Scope PPP generated by such Approved Multi-Family Building between collections so that Container capacity and design is not a barrier to use of Multi-Family Collection services by the residents of such Approved Multi-Family Building.

(b) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, if Multi-Family Buildings are added to the list of Approved Multi-Family Buildings under Section 2.1.1(b), Contractor will deliver Containers to any such Multi-Family Buildings at least ten Business Days prior to the start date provided agreed on by Contractor and Recycle BC.

(c) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will deliver a Container to a requesting Approved Multi-Family Building within seven Business Days of the Approved Multi-Family Building's initial request.

(d) If any Approved Multi-Family Building chooses to provide its own Containers, Contractor will handle such Containers in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to such Containers.

(e) If Contractor did not provide Multi-Family Building Collection in the Service Area immediately prior to the Service Commencement Date, Contractor will deliver Containers that meet the requirements set out in this Agreement to each Approved Multi-Family Building at least ten Business Days prior to the Service Commencement Date unless otherwise approved by Recycle BC in writing.

(f) Contractor may not collect In-Scope PPP in single-use bags except in accordance with Section 2.1.4(g).

(g) If Contractor provided Multi-Family Building Collection in the Service Area immediately prior to the Service Commencement Date and, at such time, collected In-Scope PPP in single-use bags, Contractor will:

(i) except to the extent and on the conditions otherwise approved by Recycle BC in writing, deliver Containers that meet the requirements set out in this Agreement to each Approved Multi-Family Building at least ten Business Days prior to July 1, 2020; and

(ii) not collect In-Scope PPP in single-use bags after July 1, 2020.

(h) If Contractor (i) is transitioning from single-use bags to Containers pursuant to Section 2.1.4(g) or (ii) proposes to change the type of Containers it uses for Multi-Family Building Collection in the Service Area, Contractor will submit a detailed transition plan to Recycle BC a minimum of six months prior to the scheduled or planned change. Any change to the type of Containers used for Multi-Family Building Collection in the Service Area is subject to approval in writing by Recycle BC, which approval will not be unreasonably withheld.

(i) Contractor will replace Containers once they no longer meet a sanitary and well-maintained condition.

2.1.5 Designated Post-Collection Facility

(a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection, unless alternative arrangements have been approved in writing by Recycle BC. If Contractor is unable to deliver collected In-Scope PPP to the Designed Post-Collection Facility on the day of collection for an unforeseen reason outside Contractor's reasonable control, Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Facility as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection with such storage. Contractor will not deliver In-Scope PPP to any location other than the Designated Post-Collection Facility or dispose of any collected In-Scope PPP without prior written authorization from Recycle BC.

(b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility segregated, at a minimum, in the manner set out in Attachment 2.1.2.

(c) If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, Contractor must (i) unload Categories 1, 2 and 3(b) in a separate bunker or other location than Categories 3(a), 6 and 7 and (ii) unload Categories 3(a), 6 and 7 in a separate bunker or location than Categories 1, 2 and 3(b), in each case as directed by the Designated Post-Collection Service Provider. Loads delivered in violation of this Section 2.1.5(c), including as a result of driver error or mechanical failure, may be subject to a Service Level Failure Credit as set out in Attachment 3.4.

(d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Provider and Recycle BC, including but not limited to instructions and procedures pertaining to health and safety, delivery and unloading of In-Scope PPP, audit procedures and weigh scale operation.

(e) If Contractor is scheduled to collect In-Scope PPP from an Approved Multi-Family Building on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Provider a minimum of ten Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.

(f) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Facility will be located within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility.

(g) If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will locate the Designated Post-Collection Facility within 60 kilometers from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility. If delivery to the Designated Post-Collection Facility requires the use of a ferry, then the delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider. If the Designated Post-Collection Service Provider has used commercially reasonable efforts to locate the Designated Post-Collection Facility within such area but is unable to do so, Contractor will not be required to deliver In-Scope PPP to the Designated Post-Collection Facility except on terms mutually acceptable to Contractor and the Designated Post-Collection Service Provider.

(h) Recycle BC may change the location of the Designated Post-Collection Facility upon 30 days' written notice. If Recycle BC changes the location of the Designated Post-Collection Facility such that the new location is greater than ten kilometers beyond the applicable maximum distance set out in Section 2.1.5(f) or (g), as the case may be, such change will be made pursuant to the change process in Section 2.2 of the Agreement (provided that Contractor may not refuse such a change).

(i) Unless Recycle BC otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Approved Multi-Family Buildings before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as Recycle BC considers appropriate or necessary in the circumstances and may be revoked at any time by Recycle BC in its sole discretion, including without limitation if Contractor has failed to comply with such conditions or procedures.

(j) If the Designated Post-Collection Service Provider rejects a load of In-Scope PPP from Contractor due to a verified claim that such load contains more than 3% by weight of Not Accepted Materials or contains any hazardous or special waste, Recycle BC reserves the right to designate alternative procedures and requirements associated with that load and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

2.1.6 Spillage.

(a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.

(b) Any spillage of materials that occurs during Multi-Family Building Collection will be immediately cleaned up or removed by Contractor at its sole expense.

Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.

(c) Without limiting Section 2.1.6(b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged on the property of Approved Multi-Family Buildings, Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles will be cleaned up or removed by Contractor within three hours of the discharge and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to Recycle BC in writing. Contractor will comply with all Applicable Laws in respect of ground-water or drainage systems safety and standards.

2.1.7 Routes

(a) Except for In-Scope PPP collected from ICI locations in accordance with Section 2.1.1(e), Contractor collection vehicles used to perform Multi-Family Building Collection may only be used to collect materials from locations other than Approved Multi-Family Buildings if they are emptied before and after such other use and Contractor has obtained prior approval from Recycle BC in writing.

2.1.8 Pilot Programs.

(a) Recycle BC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. Recycle BC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in the Service Area. The allocation of any costs (or savings) accrued by Recycle BC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this Statement of Work, such a change will be made pursuant to the change process in Section 2.2 of the Agreement.

(b) Contractor-initiated pilot programs will require prior written notification to and written approval by Recycle BC. Contractor-initiated pilot programs will be performed at no additional cost to Recycle BC.

2.2 Customer Service and Management. As part of Multi-Family Building Collection, Contractor will provide the following services.

2.2.1 Customer Service Requirements

(a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken

during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.

(b) Contractor will maintain a 24 hour emergency telephone number for use by Recycle BC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for Recycle BC-use during all hours, including normal office hours.

(c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

(a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by Recycle BC to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.

(b) If Contractor did not provide Multi-Family Building Collection in the Service Area immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the four month anniversary of the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior Recycle BC review and approval.

2.2.3 Customer Complaints and Requests

(a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following Business Day. Contractor will make a conscientious effort to resolve all complaints and service requests within 24 hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.

(b) Contractor's customer service log will be available for inspection by Recycle BC during Contractor's office hours, and will be in a format approved by Recycle BC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to Recycle BC on request, and if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly).

2.3 Promotion and Education.

2.3.1 Where Contractor is not a local government, Recycle BC will have primary responsibility for developing, designing, and executing public promotion, education, and outreach programs. Contractor will provide Recycle BC with assistance and cooperation, including distributing Recycle BC-developed promotional and educational brochures and assisting with promotion, education and outreach programs at the direction of Recycle BC. Where Contractor is a local government, Contractor will have primary responsibility for executing public promotion, education, and outreach programs associated with the collection of In-Scope PPP, provided however that Contractor will incorporate Recycle BC-developed communications messages and images in Contractor public promotion, education, and outreach programs.

2.3.2 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Multi-Family Building Collection.

2.3.3 Recycle BC reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of In-Scope PPP, including but not limited to recycling guides, collection calendars, website content and "oops tags."

2.3.4 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis.

2.3.5 Except for logos of the applicable local government, Recycle BC, Contractor or any sub-contractor of Contractor, Contractor may not affix or otherwise include any logo of, or any reference to, any other party or person on a Container in any manner whatsoever, including stickers and hot stamps.

2.4 Transition and Implementation Services. If immediately prior to the SOW Effective Date Contractor (i) did not perform Multi-Family Building Collection in the Service Area or (ii) did not provide Multi-Family Building Collection in the Service Area pursuant to a statement of work with Recycle BC, Contractor will, beginning on the SOW Effective Dante, and with Recycle BC's input, develop and submit to Recycle BC no later than two weeks after the SOW Effective Date a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Multi-Family Building Collection in the Service Area, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date to and including the six month anniversary of the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan. Finalization of the Transition and Implementation Plan will be subject to Recycle BC's prior approval.

SECTION 3. Performance Standards and Operational Requirements

3.1 Personnel Conduct.

3.1.1 Contractor personnel performing Multi-Family Building Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths. Contractor personnel will not trespass or loiter, cross flower beds,

hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.

3.1.2 Contractor personnel will wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer.

3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Multi-Family Building Collection:

3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to Recycle BC. Any collection vehicles not meeting these standards will not be used in the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.

3.2.2 Contractor will maintain all vehicles used in the performance of Multi-Family Building Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.

3.3 SOW Record and Reporting Requirements.

3.3.1 Service Delivery Reporting: In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

(a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor;

(b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided;

(c) maintain such other records as may be requested by Recycle BC, including:

(i) tonnage by collection date and weight scale ticket (which must include the collector name and truck number);

(ii) changes to equipment or inventory;

(iii) customer communications related to Multi-Family Building Collection including telephone calls, letters, e-mails and text messages; and

(iv) notices left for Customers;

(d) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request and, if requested by Recycle BC, provide a regular (but no more frequently than monthly) report to Recycle BC, in a format and by a

method approved by Recycle BC, setting out or summarizing (at Recycle BC's discretion) such records as may be indicated by Recycle BC for the reporting period;

(e) upon Recycle BC's request, provide up to two reports each year on associated collection metrics necessary to the calculation of the greenhouse gas emissions associated with the performance of Multi-Family Building Collection; and

(f) upon Recycle BC's request, provide up to four ad-hoc reports each year, at no additional cost to Recycle BC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in Recycle BC-defined format and software compatibility. These reports will not require Contractor to expend more than 60 staff hours per year to complete.

3.3.2 Claims Reporting

(a) At Recycle BC's discretion, claim reporting under Section 3.3.2(b) shall be assigned by Contractor to the Designated Post-Collection Service Provider.

(b) All loads must be documented by Contractor or the Designated Post-Collection Service Provider, as the case may be, in a manner specified by Recycle BC from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor's name and address, Designated Post-Collection Service Provider's name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2) and such other information as Recycle BC may designate (collectively, "**Claim Information**"). Claim Information with respect to any delivery of In-Scope PPP to the Designated Post-Collection Facility must be submitted within ten Business Days of the delivery date.

(c) Recycle BC will issue a claim summary to Contractor based on Claim Information directly provided to Recycle BC pursuant to Section 3.3.2(b), and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within five days of the claim summary being issued.

(d) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC may, at its discretion, choose to issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).

(e) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until December 31, 2023. Recycle BC may extend this Statement of Work for up to two further periods of one

year each by giving Contractor notice in writing not less than 180 days before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date. For the avoidance of doubt, Contractor acknowledges and agrees that it will not be entitled to receive any Fees in respect of In-Scope PPP collected from ICI locations.

SECTION 6. Additional Terms

6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including without limitation by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits as set out in Attachment 3.4) or other payments Contractor is entitled to receive from Recycle BC under this Statement of Work. Collection that is more frequent than once per week is considered to be above the service standard required of Contractor, and Contractor may charge Customers a fee for Multi-Family Building Collection that is more frequent than once per week.

6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any employee (or, at the request of Recycle BC, any other person) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the SOW Services or otherwise.

6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Facility. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Facility caused by Contractor.

6.4 No Shared Services. Contractor will not collect any material other than the In-Scope PPP to be collected under this Statement of Work (whether on Contractor's own behalf, or on behalf of any third party) while providing the Multi-Family Building Collection pursuant to this Statement of Work.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MMBC RECYCLING INC.

Per: _____
(I have authority to bind Recycle BC)

Name: _____
(Please Print)

Title: _____

CITY OF MAPLE RIDGE

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

ATTACHMENT 2.1.1 TO SCHEDULE 2.1(b)
SERVICE AREA

1. Under this Statement of Work, the Multi-Family Household Baseline (as defined in Attachment 5) will initially be 5,350.

2. The Service Area is: Multi-Family Buildings in the **City of Maple Ridge** receiving Multi-Family Building Collection from Contractor as approved and held by Recycle BC in list format.

ATTACHMENT 2.1.2 TO SCHEDULE 2.1(b)
IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- ☐ PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- ☒ PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- ☒ PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- ☒ PPP in Category 8, segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work with polycoated beverage containers defined as Category 3(a), plastic beverage containers defined as Category 6, metal beverage containers defined as Category 7 and glass beverage containers defined as Category 8.

ATTACHMENT 3.4 TO SCHEDULE 2.1(b)
SERVICE LEVEL FAILURES

1. Contractor will incur the following Service Level Failure Credits on the following Service Level Failures, provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

<table>
<tr><th></th><th>Service Level Failure</th><th>Service Level Failure Credit</th></tr>
<tr><td>1</td><td>Failure to clean-up or collect spilled materials within two hours.</td><td>Twice the cost of cleanup incurred by Recycle BC (if Recycle BC performs the cleanup) and $500 per incident (regardless of who performs the cleanup).</td></tr>
<tr><td>2</td><td>Overstatement of Multi-Family Households or understatement of industrial, commercial and institutional units in Approved Multi-Family Buildings.</td><td>$5,000 per incident.</td></tr>
<tr><td>3</td><td>Failure to separate In-Scope PPP collected from Approved Multi-Family Buildings from any other materials collected by Contractor without prior written approval from Recycle BC.</td><td>$5,000 per route, plus $3,000 per week (pro-rated in the case of a partial week) until the Service Level Failure has been remedied or a request for approval approved in writing by Recycle BC.</td></tr>
<tr><td>4</td><td>Delivery of materials to the Designated Post-Collection Facility that contains more than 3% by weight of Not Accepted Materials.</td><td>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.

For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Multi-Family Household Baseline for such year, in accordance with the following table:
<table>
<tr><th>Multi-Family Household Baseline</th><th>Per Load Amount</th></tr>
<tr><td>10,000+</td><td>$5,000</td></tr>
<tr><td>5,000-9,999</td><td>$3,750</td></tr>
<tr><td>2,500-4,999</td><td>$2,500</td></tr>
<tr><td>499-2,499</td><td>$1,250</td></tr>
<tr><td>0-499</td><td>$500</td></tr>
</table></td></tr>
<tr><td>6</td><td>If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, delivery of a load in violation of Section 2.1.5(c).</td><td>$1,000 per load.</td></tr>
<tr><td>7</td><td>Delivery of a load of Category 8 to the Designated Post-Collection Facility that contains more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate).</td><td>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service</td></tr>
</table>

<table>
<tr><th></th><th>Service Level Failure</th><th>Service Level Failure Credit</th></tr>
<tr><td></td><td></td><td>Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.

For the purpose of this Service Level Failure, the “Per Load Amount” in respect of any year will be determined by the Multi-Family Household Baseline for such year, in accordance with the following table:
<table>
<tr><th>Multi-Family Household Baseline</th><th>Per Load Amount</th></tr>
<tr><td>10,000+</td><td>$5,000</td></tr>
<tr><td>5,000-9,999</td><td>$3,750</td></tr>
<tr><td>2,500-4,999</td><td>$2,500</td></tr>
<tr><td>499-2,499</td><td>$1,250</td></tr>
<tr><td>0-499</td><td>$500</td></tr>
</table></td></tr>
<tr><td>8</td><td>The occurrence of a Labour Disruption, if Contractor fails to (i) implement its Business Continuity Plan in respect of such Labour Disruption or (ii) fails to company with Section 4.6.1 or 4.6.2 of the Agreement in respect of such Labour Disruption.</td><td>An equitable reduction in the Fees to reflect the value of any SOW Services not received by Recycle BC plus $5,000 per day of Labour Disruption.</td></tr>
<tr><td>9</td><td>Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Facility without the prior written permission of Recycle BC</td><td>$25,000 per incident.</td></tr>
</table>

ATTACHMENT 5 TO SCHEDULE 2.1(b)
FEES

1. In this Attachment, the following terms will have the following meaning:

"**Bonus Period**" means each full calendar year day period during the SOW Term, commencing on January 1 and ending on December 31 of each year; provided, however, that (i) if the Service Commencement date is not January 1, the initial Bonus Period shall commence on the Service Commencement Date and end on December 31 of that year and (ii) if the SOW Term does not end December 31, the final Bonus Period will commence of January 1 of that year and end on the date on which the SOW Term ends..

"**Multi-Family Household Baseline**" means the number of Multi-Family Households in Approved Multi-Family Buildings as initially set out in the list agreed on pursuant to Section 2.1.1(a), as may be modified when Multi-Family Buildings are added to or removed from the list of Approved Multi-Family Buildings in accordance with Section 2.1.1.

2. In consideration for Contractor's performance of the SOW Services Recycle BC will pay Contractor:

(a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Multi-Family Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

	Multi-Family Household Baseline	**$ per Multi-Family Household per Year**
☐	Single-stream – Categories 1, 2, 3 (a), 3 (b), 6 and 7	$18.30
☒	Multi-stream – Categories 1, 2 and 3 (b) separate from Categories 3 (a), 6 and 7	$21.90

(b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; (ii) the Service Administration Top Up amount; and (iii) if Contractor also provides depot services in the Service Area pursuant to an active Statement of Work for Depot Collection Services, the Depot Top Up, in each case as set out in the table below times the Multi-Family Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

	Top Up available to local governments accepting Multi-Family Building incentive	**$ per Multi-Family Household per Year**
☒	Resident Education Top Up	$1.00
☒	Depot Top Up	$0.25
☒	Service Administration Top Up	$1.25

Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of Multi-Family Building Collection.

(c) If selected (as indicated by an x in the associated check box),the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

	Multi-Family Building Collection Financial Incentive	
☒	Category 8 - Glass packaging	$ per Tonne
		$80.00

(d) For each Bonus Period, the Achieved Bonus Amount times the average Multi-Family Household Baseline for such period, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Multi-Family Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the average Multi-Family Household Baseline for such period and the approved claims submitted for the Bonus Period. The Achieved Bonus Amount for a Bonus Period, if any, will be paid no later than April 30 of the following year.

For purposes of calculating the Achieved Bonus Amount, Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, to calculate the average amount of (i) Not Accepted Materials in Contractor's collected material and (ii) In-Scope PPP from ICI locations in Contractor's collected materials for the purposes of calculating the average In-Scope PPP collected per Multi-Family Household in the applicable year.

If the Bonus Period is a partial calendar year, the Achieved Bonus Amount will be calculated by Recycle BC on a pro-rated basis taking into account such factors as Recycle BC, acting reasonably, may consider relevant.

Calculation of Achieved Bonus Amount						
Average In-Scope PPP collected per Multi-Family Household Per Year	80-89 kg	90-99 kg	100-109 kg	110-119 kg	120-129 kg	> 130 kg
Achieved Bonus Amount	**$ per Multi-Family Household**					
	$0.50	$1.00	$1.50	$2.00	$2.50	$3.00

(e) If Contractor also provides collection services to curbside households pursuant to another Statement of Work under the Agreement ("**Curbside Household Collection**"), and In-Scope PPP collected from Multi-Family Buildings under this Statement of Work is collected in a vehicle with In-Scope PPP collected in respect of Curbside Household Collection, then, for the purpose of calculating the amounts payable under subsections (a), (b), (c) and (d), the Multi-Family Household Baseline will be adjusted to exclude the number of Multi-Family Households whose In-Scope PPP has been collected in this manner.

3. Adjustment of Multi-Family Household Baseline.

(a) On an annual basis, on a date to be determined by Recycle BC, and at such other times as the parties may agree, Contractor will, in good faith, report and attest (in a form

acceptable to Recycle BC) as to (i) the then-current number of Multi-Family Households in the Approved Multi-Family Buildings and (ii) the Multi-Family Buildings in the Service Area from which Contractor collects In-Scope PPP.

(b) Recycle BC may also provide evidence of the then-current number of Multi-Family Households in the Approved Multi-Family Buildings. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the new Multi-Family Household Baseline. If the agreed upon new values of the foregoing trigger a change in the Fees payable pursuant to this Attachment, the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.

4. If the average annual amount of In-Scope PPP collected per Multi-Family Household by Contractor, in any 12 month period (based on the Multi-Family Household Baseline), falls below 75 kilograms, then Recycle BC may require Contractor to, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to raise its collection yield above 75 kilograms per Multi-Family Household. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to increase collection yield, and, at Recycle BC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

SCHEDULE 2.1(c)
STATEMENT OF WORK FOR DEPOT COLLECTION SERVICES

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between City of Maple Ridge then known as District of Maple Ridge ("**Contractor**") and MMBC Recycling Inc. carrying on business as Recycle BC ("**Recycle BC**") made as of November 30, 2013 (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is November 30, 2018.

SECTION 1. Interpretation

1.1 Definitions. In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

"**Agreement**" has the meaning set out on the first page of this Statement of Work.

"**Approved Depots**" means, at any time, the Depots listed in Attachment 2.1.1 (as such attachment may be amended from time to time), and "**Approved Depot**" means any one of them.

"**Container**" means any container used for storage of In-Scope PPP at a Depot.

"**Customer**" means all British Columbia residential users of a Depot.

"**Depot**" means a fixed location collection site operated by Contractor to which In-Scope PPP can be delivered by Customers, whether designated as a Principal Depot or Satellite Depot and including, in each case, all surrounding portions of such site from the public entrance way onward, including any parking lots, buildings, and storage facilities.

"**Depot Collection Services**" has the meaning set out in Section 2.1.

"**Designated Post-Collection Service Provider**" means the entity, designated by Recycle BC, to receive Contractor-collected In-Scope PPP.

"**Household In-Scope PPP**" means In-Scope PPP from a residential household.

"**ICI PPP**" means In-Scope PPP from an ICI location.

"**In-Scope PPP**" mean the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a residential household, including but not limited to industrial operations of any size; commercial operations of any size including small businesses with one or more employees, retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional operations of any size including schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations, social or community service organizations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"**Not Accepted Materials**" means, collectively, any material that is not PPP (as that term is defined in the Agreement).

"**OCC**" means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

"**Principal Depot**" means an Approved Depot from which In-Scope PPP is picked up by the Designated Post-Collection Service Provider.

"Reuse" means conventional reuse where the item is used again whole and intact for the same function (e.g. a refillable milk bottle refilled with milk by a dairy), and next-life reuse where the item is used for a different function (e.g. a wine bottle reused to hold flowers).

"Satellite Depot" means an Approved Depot from which Contractor transports In-Scope PPP to a designated Principal Depot for pick-up by the Designated Post-Collection Service Provider.

"Scavenge" means unauthorized rerouting of collected In-Scope PPP to anyone other than the Designated Post-Collection Service Provider. Scavenging does not include the diversion of In-Scope PPP for Reuse.

"**Service Commencement Date**" means November 30, 2018.

"**SOW Effective Date**" has the meaning set out on the first page of this Statement of Work.

"**SOW Services**" has the meaning set out in Section 2.

"**Temporary Collection Site**" means a temporary or mobile collection site to which In-Scope PPP can be delivered by Customers.

1.2 Attachments. As of the Effective Date, the following attachments form part of this Agreement (note that attachment numbering is not sequential and is based on a related section reference):

Attachment		**Description**
Attachment 2.1.1	–	Approved Depots
Attachment 2.1.2	–	In-Scope PPP
Attachment 3.4	–	Service Level Failures
Attachment 5	–	Fees

SECTION 2. SERVICES

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the "**SOW Services**"):

2.1 Depot Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP from Customers at each of the Approved Depots as further described in this Section 2.1 ("**Depot Collection Services**") and in accordance with the terms of the Agreement and this SOW.

2.1.1 Depots.

(a) Contractor may not collect In-Scope PPP at any collection site other than an Approved Depot or Temporary Collection Site.

(b) Contractor may not add any Depot to the list of Approved Depots without the prior written approval of Recycle BC, such written approval to specify (i) a date

mutually acceptable to the parties on which such Depot will be added to the list of Approved Depots, (ii) whether such Depot will be designated as a Principal Depot or a Satellite Depot and (iii) if such Depot is a Satellite Depot, the designated Principal Depot. Effective as of the date such Depot is added to the list of Approved Depots, Attachment 5 will be amended if and to the extent necessary.

(c) Contractor may not remove any Depot from the list of Approved Depots without the prior written approval of Recycle BC, such written approval to specify a date mutually acceptable to the parties on which such Depot will be removed from the list of Approved Depots. Effective as of the date such Depot is removed from the list of Approved Depots, Attachment 5 will be amended if and to the extent necessary.

(d) Contractor may not operate or collect In-Scope PPP at a Temporary Collection Site except (i) with the prior written approval of Recycle BC and (ii) in accordance with the terms and conditions set forth in such written approval.

2.1.2 PPP Materials.

(a) Contractor will collect all In-Scope PPP that Customers bring to an Approved Depot.

(b) Materials collected under this Statement of Work may not contain more than 3% by weight of Not Accepted Materials. Materials exceeding 3% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.

(c) Materials collected under this Statement of Work may not contain hazardous or special waste.

(d) Contractor will implement and maintain reasonable procedures to ensure that materials deposited into Containers at each Depot comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected material and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.

2.1.3 Collection.

(a) Contractor will not place limits on the quantity of In-Scope PPP delivered by Customers to a Principal Depot if the In-Scope PPP is from a household. Limits may be placed on the quantity or types of In-Scope PPP delivered by Customers to Satellite Depots, at Contractor's sole discretion.

(b) Each Depot must be fully staffed when open to Customers. A Depot is considered to be "fully staffed" when there are a sufficient number of staff members that staff are able to (i) regularly check the Containers into which Customers place In-Scope PPP throughout the period of time the Depot is open to Customers, (ii) instruct and direct Customers to place In-Scope PPP in the appropriate Containers or locations, (iii) promptly and regularly remove items that are not In-Scope PPP, (iv) promptly and regularly remove items which

Customers did not properly place in the appropriate Containers or locations, (v) communicate with Customers about contamination problems or improperly sorted In-Scope PPP and (vi) otherwise comply with the requirements of this Agreement (including without limitation Sections 2.1.2(d) and 2.2).

(c) Each Depot must be securely fenced and/or locked when closed to Customers. A Depot is considered to be "securely fenced and/or locked" when (i) Customers are not able to deliver In-Scope PPP to the Depot and (ii) access to the Depot is restricted and the In-Scope PPP stored at the Depot and awaiting pick-up by the Designated Post-Collection Service Provider is safe from tampering and vandalism.

(d) Unless otherwise agreed with the Designated Post-Collection Service Provider, if Contractor is:

(i) baling printed paper, paper packaging and/or OCC, the minimum bale density must be 450 kg per cubic meter;
(ii) baling polyethylene film packaging, the minimum bale density must be 350 kg per cubic meter;
(iii) baling polystyrene foam packaging, the minimum bale density must be 75 kg per cubic meter; or
(iv) densifying polystyrene foam packaging, the minimum biscuit density must be 275 kg per cubic meter.

2.1.4 Containers

(a) Containers to be removed from a Principal Depot for transport of In-Scope PPP by the Designated Post-Collection Service Provider will be provided by and remain the property of the Designated Post-Collection Service Provider. Upon termination or expiration of this Statement of Work or the Agreement, any Containers provided by the Designated Post-Collection Service Provider in accordance with this Section 2.1.4(a), will be returned to the Post-Collection Service Provider.

(b) Any Containers that are not intended to be removed from the Depot for transport of In-Scope PPP by the Designated Post-Collection Service Provider will be provided by Contractor. Upon termination or expiration of this Statement of Work or the Agreement, any Containers provided by Contractor to provide the Depot Collection Services will remain the property of Contractor.

(c) Contractor may not allow Customers to deposit In-Scope PPP into Containers in single-use bags.

2.1.5 Designated Post-Collection Service Provider.

(a) The Designated Post-Collection Service Provider will only pick-up In-Scope PPP collected by Contractor pursuant to this Statement of Work (including In-Scope PPP collected at a Satellite Depot or Temporary Collection Site) at a Principal Depot. In the case of In-Scope PPP collected at a Satellite Depot, Contractor is solely responsible, at its own cost and expense, for (i) transporting such In-Scope PPP to the designated Principal Depot in a manner acceptable to Recycle BC, (ii) consolidating In-Scope PPP collected at the Satellite Depot with In-Scope PPP collected at the designated Principal Depot in a manner acceptable to Recycle BC and (iii) preparing the In-Scope PPP collected at the Satellite Depot for pick-up by the Designated Post-Collection Service Provider at the designated

Principal Depot in a manner acceptable to the Designated Post-Collection Service Provider.

(b) Contractor will maintain all In-Scope PPP collected by Contractor pursuant to this Statement of Work (including In-Scope PPP collected at a Satellite Depot or Temporary Collection Site) for pick-up by the Designated Post-Collection Service Provide in a manner that is segregated, at a minimum, as set out in Attachment 2.1.2, and which is baled (or not baled) in accordance with the selections in the table(s) in Section 1(a) of Attachment 5.

(c) Contractor will (i) ensure all In-Scope PPP collected by Contractor pursuant to this Statement of Work (including In-Scope PPP collected at a Satellite Depot or Temporary Collection Site) Principal is made available for pick-up by the Designated Post-Collection Service Provider at a Principal Depot and (ii) may not charge any amounts to the Designated Post-Collection Service Provider for collecting such In-Scope PPP from a Principal Depot. Without limiting the generality of the foregoing, Contractor will not deliver In-Scope PPP collected by Contractor pursuant to this Statement of Work to any person or facility (including without limitation a landfill, incinerator or energy recovery facility) other than the Designated Post-Collection Service Provider or otherwise dispose of any In-Scope PPP collected at a Depot without prior written authorization from Recycle BC.

(d) Contractor will store In-Scope PPP collected by Contractor pursuant to this Statement of Work in a manner acceptable to the Designated Post-Collection Service Provider and Recycle BC. Without limiting the generality of the foregoing, Contractor will, at the request of Recycle BC, adopt such procedures and measures, whether permanent or temporary, as Recycle BC determines is necessary to ensure that such In-Scope PPP is adequately protected from rain, snow and other inclement weather or otherwise to protect the recyclability and marketability of such In-Scope PPP.

(e) Recycle BC may change the Designated Post-Collection Service Provider upon 30 days' notice.

(f) If the Designated Post-Collection Service Provider rejects any material made available for pick-up at a Principal Depot due to a verified claim that such material contains (i) more than 3% by weight of Not Accepted Materials or (ii) any hazardous or special waste, Recycle BC reserves the right to designate alternative procedures and requirements associated with respect to such material and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

2.1.6 <u>PPP from Industrial, Commercial and Institutional Sources</u>

(a) Contractor will not be entitled to receive any Fees or other payments in respect of ICI PPP and will be solely responsible for any costs associated with the collection and management of ICI PPP. The amount of Household In-Scope PPP collected at a Depot (the "**Determined Household Amount**") will be determined in accordance with Section 2.1.6(b). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider in respect of ICI PPP.

(b) For purposes of determining the Determined Household Amount in respect of a Depot, Contractor will adopt one of the following options (each, an "I**CI**

Management Option") for such Depot, in each case as set forth in Attachment 2.1.1.

Option 1 – Separation of Household In-Scope PPP from ICI PPP – Contractor will ensure that Household In-Scope PPP is received, weighed and processed separately from ICI PPP. Contractor will implement and maintain rules and procedures acceptable to Recycle BC to ensure that Household In-Scope PPP is received, weighed and processed separately from ICI PPP in such manner (including ensuring that Containers are clearly marked to indicate which are for Household In-Scope PPP and which are for ICI PPP) as is necessary to ensure that the amount of Household In-Scope PPP collected at the Depot is accurately determined. The separation of Household In-Scope PPP and ICI PPP will be clearly communicated to Customers in a manner acceptable to Recycle BC and consistently applied and enforced by Contractor.

Option 2 – No Collection of ICI PPP – Contractor will not accept ICI PPP at the Depot. Contractor will implement and maintain rules and procedures acceptable to Recycle BC to ensure that only Household In-Scope PPP is collected at the Depot. The fact that ICI PPP may not be delivered to the Depot will be clearly communicated to Customers in a manner acceptable to Recycle BC and consistently applied and enforced by Contractor.

Option 3 – Calculation of Mix of Household In-Scope PPP and ICI PPP – Contractor will determine the percentage of In-Scope PPP collected at the Depot that is comprised of ICI PPP (the "**Determined ICI Amount**") using a methodology acceptable to Recycle BC in its sole discretion. Once the Determined ICI Amount has been determined in accordance with such methodology, Contractor will provide to Recycle BC such records and information as Recycle BC reasonably requires in order to confirm that the Determined ICI Amount accurately reflects ratio of Household In-Scope PPP to ICI PPP collected at the Depot, including without limitation:

(i) over a period that represents at least 20% of the annual tonnage collected by the Depot in any year, (A) the number of vehicles from a residential address that did not contain ICI PPP and (B) the number of vehicles from a non-residential address or that otherwise contained ICI PPP collected by the Depot; and

(ii) over a period that represents at least 20% of the annual tonnage collected by the Depot in any year, (A) the aggregate weight of Household In-Scope PPP and (B) the aggregate weight of ICI PPP collected by the Depot.

On an annual basis on a date to be determined by Recycle BC, and at such other time as the parties may agree, Contractor will determine the then-current ratio of Household In-Scope PPP to ICI PPP collected at the Depot. If Recycle BC determines that Determined ICI Amount does not accurately reflect the then-current ratio of Household In-Scope PPP to ICI PPP collected at the Depot, Recycle BC will be entitled to make such adjustments to the Determined ICI Amount as it considers necessary.

Option 4 – Automatic Deduction of Fixed ICI Percentage – The Determined Household Amount will be calculated by deducting a fixed percentage (the "**Fixed ICI Percentage**") from the weight of the In-Scope PPP collected at the Depot, which amount shall initially be 25%. Recycle BC will be entitled to monitor the amount of ICI PPP collected at the Depots and, should the quantity of In-

Scope PPP collected at the Depot be greater than the Fixed ICI Percentage, Recycle BC shall be entitled to increase the Fixed ICI Percentage so that it reflects the ratio of Household In-Scope PPP to ICI PPP collected at the Depot.

(c) All rules, procedures and methodologies adopted by Contractor pursuant to this Section 2.1.6 are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such rules, procedures or methodologies in respect of a Depot are inadequate for purposes of ensuring that Contractor only receives Fees or other payments under this Statement of Work for Household In-Scope PPP, Contractor will adopt such rules, procedures or methodologies as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.6.

(d) Contractor may change the ICI Management Option for a Depot with the prior written approval of Recycle BC. A decision to accept a request to change the ICI Management Option for a Depot is solely at Recycle BC's discretion, but will not generally be withheld if Recycle BC determines that such change will not impair the ability of Recycle BC to accurately determine the amount of Household In-Scope PPP collected at the Depot.

(e) Recycle BC may at any time change the ICI Management Option applicable to a Depot if Recycle BC, in its sole discretion, determines that (i) the rules and procedures necessary to operate such Depot in a manner consistent with the applicable ICI Management Option are not being consistently applied and enforced or (ii) the application of the applicable ICI Management Option does not enable Recycle BC to accurately determine the amount of Household In-Scope PPP collected at the Depot.

2.1.7 Spillage.

(a) All In-Scope PPP collected at a Depot will be completely contained in Containers at all times, except when material is actually being loaded.

(b) Any spillage of materials that occurs at a Depot or while transporting materials from a Satellite Depot to the designated Principal Depot will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.

(c) Without limiting Section 2.1.7(b) above, any discharge of liquid wastes or oils that may occur at Depots or while transporting materials from a Satellite Depot to the designated Principal Depot will be promptly cleaned up or removed by Contractor and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with photographs and notice of such clean-up or removal will be provided to Recycle BC in writing. Contractor will comply with all Applicable Laws in respect of ground-water or drainage systems safety and standards.

2.1.8 Schedule.

(a) Contractor will clearly indicate at each Depot (i) the day(s) of the week that the such Depot will be open and (ii) on each day that the Depot is open, the hours of operation when In-Scope PPP can be delivered to the Depot.

(b) Contractor may change the day(s) of the week that a Depot will be open or the hours of operation when In-Scope PPP can be delivered to the Depot by giving written notice to Recycle BC at least 45 days prior to the effective date of the proposed change and obtaining written approval from Recycle BC. If Recycle BC approves the proposed change, Contractor will provide Customers with a minimum of 30 days' notice of the schedule change.

(c) Each Depot will remain open for collection of In-Scope PPP on the day(s) of the week and at the hours specified under Section 2.1.8(a) regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to Contractor personnel, Customers or property. Contractor will maintain accurate records of all disruptions to Depot Collection Services that are due to hazardous weather, including time closed.

2.1.9 Pilot Programs.

(a) Recycle BC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. Recycle BC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system at any Depot. The allocation of any costs (or savings) accrued by Recycle BC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this Statement of Work, such a change will be made pursuant to the change process in Section 2.2 of the Agreement.

(b) Contractor-initiated pilot programs will require prior written notification to and written approval by Recycle BC. Contractor-initiated pilot programs will be performed at no additional cost to Recycle BC.

2.2 Customer Service.

2.2.1 Customer Service Requirements

(a) Without limiting the generality of Section 2.1.3(b), at all times when a Depot is open for collection of In-Scope PPP, Contractor will ensure that the Depot is sufficiently staff to provide personal Customer service, educate Customers regarding In-Scope PPP accepted and avoid Customer delay.

(b) Contractor will place signage at each Depot to assist Customers in delivering In-Scope PPP to the appropriate areas of the Depot. Signage is to incorporate images and graphics available from Recycle BC and is subject to approval by Recycle BC.

(c) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken

during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.

(d) Contractor will maintain a 24 emergency telephone number for use by Recycle BC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for Recycle BC-use during all hours, including normal office hours.

(e) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

(a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by Recycle BC to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.

(b) If Contractor did not provide Depot Collection Services at a Depot immediately prior to the Service Commencement Date, Contractor will provide additional staffing at such Depot from Service Commencement Date through the end of the four month anniversary of the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior Recycle BC review and approval.

2.2.3 Customer Complaints and Requests

(a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following Business Day. Contractor will make a conscientious effort to resolve all complaints and service requests within 24 hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.

(b) Contractor's customer service log will be available for inspection by Recycle BC during Contractor's office hours, and will be in a format approved by Recycle BC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to Recycle BC on request, and if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly).

2.3 Promotion and Education.

2.3.1 Where the Contractor is not a local government, Recycle BC will have primary responsibility for developing, designing, and executing public promotion, education, and outreach programs. Contractor will provide Recycle BC with assistance and cooperation, including distributing Recycle BC-developed promotional and educational brochures and assisting with promotion, education and outreach programs at the direction of Recycle BC. Where Contractor is a local government, Contractor will have primary responsibility for executing public promotion, education, and outreach programs, incorporating Recycle BC-developed communications messages and images in Contractor public promotion, education, and outreach programs.

2.3.2 Recycle BC reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of In-Scope PPP, including but not limited to recycling guides, website content and Depot signage.

2.3.3 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis.

2.3.4 Contractor will have primary responsibility for providing Customers service-oriented information such as hours of operation of the Depots.

SECTION 3. Performance Standards and Operational Requirements

3.1 Personnel Conduct. Contractor personnel performing Depot Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

3.2 Facility Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards:

3.2.1 Depots will be of sufficient size and dimension to provide Depot Collection Services to Customers and access for Post-Collection Service Providers.

3.2.2 Depots will be maintained in a clean and sanitary manner. All collection areas will have appropriate safety markings, all in accordance with applicable law. Equipment will be maintained in good condition at all times. All facilities and the equipment to manage the In-Scope PPP will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to Recycle BC. All vehicles used by the facility for the management of In-Scope PPP will be equipped with variable tone or proximity activated reverse movement back-up alarms.

3.2.3 Contractor will receive prior written approval from Recycle BC for all Depot signage, including Contractor labeling and program information. Contractor will place Recycle BC-provided logos on Depots as directed at no additional cost to Recycle BC.

3.3 SOW Record and Reporting Requirements.

3.3.1 Service Delivery Reporting. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

(a) provide to Recycle BC, on the Service Commencement Date and at such other times as Recycle BC may request, a complete inventory of the equipment to be used by Contractor to perform Depot Collection Services;

(b) maintain such other records as may be requested by Recycle BC, including:

(i) in respect of each Depot, tonnage by each date on which the Designated Post-Collection Service Provider removed the In-Scope PPP from the Depot;

(ii) changes to equipment or inventory; and

(iii) Customer communications related to Depot Collection Services including telephone calls, letters, e-mails, text messages or webpage messages received;

(c) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request and, if requested by Recycle BC, provide a regular (but no more frequently than monthly) report to Recycle BC, in a format and by a method approved by Recycle BC, setting out or summarizing (at Recycle BC's discretion) such records as may be indicated by Recycle BC for the reporting period;

(d) upon Recycle BC's request, provide up to two reports each year on associated collection metrics necessary to the calculation of greenhouse gas emissions associated with the performance of Depot Collection Services; and

(e) upon Recycle BC's request, provide up to four ad-hoc reports each year, at no additional cost to Recycle BC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in Recycle BC-defined format and software compatibility. These reports will not require the Contractor to expend more than 60 staff hours per year to complete.

3.3.2 Claims Reporting

(a) At Recycle BC's discretion, responsibility for claim reporting under Section 3.3.2(b) shall be assigned by Contractor to the Designated Post-Collection Service Provider.

(b) All Household In-Scope PPP picked-up by the Designated Post-Collection Service Provider from a Principal Depot must be documented in a manner specified by Recycle BC from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Depot name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2, by baled versus loose and, for Category 5, by white versus coloured) and such other information as Recycle BC may designate (collectively, "**Claim Information**"). Recycle BC's claim reporting system will be customized to display only the material types classifications applicable to a particular Depot, the terminology for which may differ than that set out in Attachment 2.1.2.

(c) Contractor or the Designated Post-Collection Service Provider, as applicable, will report the Claim Information with respect to any Household In-Scope PPP picked-up by the Designated Post-Collection from a Principal Depot through

Recycle BC's claims reporting portal or through such other method as Recycle BC may designate within ten Business Days of the pick-up date.

(d) Recycle BC will issue a claim summary to Contractor based on Claim Information provided to Recycle BC by Contractor or the Designated Post-Collection Service Provider, as applicable, and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.

(e) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC may, at its discretion, choose to issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).

(f) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will be entitled to the applicable Service Level Failures set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until December 31, 2023. Recycle BC may extend this Statement of Work for up to two further periods of one year each, by giving Contractor notice in writing not less than 30 days' before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date. For the avoidance of doubt, Contractor and acknowledges and agrees that it will not be entitled to receive any Fees in respect of ICI PPP collected at Depots.

SECTION 6. Additional Terms

6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including without limitation by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits) or other payments Contractor is entitled to receive from Recycle BC under this Statement of Work. For the avoidance of doubt, Contractor acknowledges and agrees that it shall not be entitled to charge any Customer a direct fee for dropping off or delivering Household In-Scope PPP to a Depot.

6.2 Scavenging Forbidden. Contractor will not Scavenge, or permit any person (including its employees) to Scavenge, any materials from In-Scope PPP that have been delivered by Customers to the Depot) at any time and at any location during Contractor's performance of the Services or otherwise.

6.3 Risk. Contractor will bear all costs of receipt and storage of the In-Scope PPP. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is received by Contractor until pick up by the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered to the Designated Post-Collection Service Provider when picked up from Contractor's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers caused by Contractor.

6.4 Shared Services. Contractor may collect material other than In-Scope PPP at the Depot if (a) the activities do not interfere with Depot Collection of Household In-Scope PPP from Customers and (b) Contractor adopts such rules and procedures as are necessary to ensure that such materials are not mixed with Household In-Scope PPP. Such rules and procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such rules and procedures or methodologies in respect of a Depot are inadequate, Contractor will adopt such rules and procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 6.4.

6.5 No Exclusivity. Execution of this Statement of Work does not confer on Contractor exclusive access to Customers in proximity to the Depots or otherwise.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MMBC RECYCLING INC.

Per: _____
(I have authority to bind Recycle BC)

Name: _____
(Please Print)

Title: _____

CITY OF MAPLE RIDGE

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

ATTACHMENT 2.1.1 TO SCHEDULE 2.1(c)
APPROVED DEPOTS

Principal Depot Details					
Depot Name	**Street Number**	**Street Name**	**City**	**Postal Code**	**ICI Management Option**
Maple Ridge Recycling Depot	10092	236th Street	Maple Ridge	V2W 1B7	Option 1

ATTACHMENT 2.1.2 TO SCHEDULE 2.1(c)
IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- ☐ PPP in Category 1 segregated from all other PPP.
- ☐ PPP in Category 2 segregated from all other PPP.
- ☐ PPP in Category 3(a) segregated from all other PPP.
- ☐ PPP in Category 3(b) segregated from all other PPP.
- ☒ PPP in Category 4 segregated from all other PPP.
- ☒ PPP in Category 5 (white) segregated from all other PPP.
- ☒ PPP in Category 5 (coloured) segregated from all other PPP.
- ☒ PPP in Category 6 segregated from all other PPP.
- ☐ PPP in Category 7 segregated from all other PPP.
- ☒ PPP in Category 8 segregated from all other PPP.
- ☒ PPP in Category 9 segregated from all other PPP.
- ☒ PPP in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- ☒ PPP in Category 3(a), Category 6, and Category 7 which may be comingled together, but must be segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP that Customers drop off at the Depot, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work, with polycoated beverage containers defined as Category 3(a), plastic beverage containers defined as Category 6, metal beverage containers defined as Category 7 and glass beverage containers defined as Category 8.

Collection of Category 9 will not be mandatory until January 1, 2019.

ATTACHMENT 3.4 TO SCHEDULE 2.1(c)
SERVICE LEVELS FAILURES

Contractor will incur the following Service Level Failure Credits on the following Service Level Failures; provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit
1	Failure to clean-up or collect materials that have spilled outside the Depot boundary within 2 hours.	Twice the cost of cleanup incurred by Recycle BC (if Recycle BC performs the cleanup) and $500 per incident (regardless of who performs the cleanup).
2	Pick up by the Designated Post-Collection Service Provider of materials that contain more than 3% by weight of Not Accepted Materials.	$5,000 per weigh-scale ticketed load, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed $120,000.
3	Contractor delivers In-Scope PPP collected at a Depot to any person or facility (including without limitation a landfill, incinerator or energy recovery facility) other than the Designated Post-Collection Service Provider or otherwise disposes of any In-Scope PPP collected at a Depot without the prior written authorization of Recycle BC.	$25,000 per incident.

ATTACHMENT 5 TO SCHEDULE 2.1(c)
FEES

In consideration for Contractor's performance of the SOW Services, Recycle BC will pay Contractor the following amounts for Household In-Scope PPP collected pursuant to this Statement of Work and made available to the Designated Post-Collection Service Provider for pick-up at a Principal Depot:

(a) The selected (as indicated by an x in the associated check box) per tonne amounts (including, if selected, the additional baled amount), to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement.

		Depot Collection Financial Incentive		
PPP Description Categories	**Materials**	**Depot in a Community Without PPP Curbside/Multi-Family Collection** ($/tonne)	**Depot in a Community With PPP Curbside/Multi-Family Collection** ($/tonne)	**Additional Incentive If Baled**[1] ($/tonne)
Category 1	Printed papers	☐ $80	☐ $60	☐ + $110
Category 2	Old corrugated cardboard	☐ $80	☐ $60	☐ + $110
Category 3 (a)	Other paper packaging (containing liquids when sold)	☐ $130	☐ $90	☐ + $110
Category 3 (b)	Other paper packaging (not containing liquids when sold)	☐ $80	☐ $60	☐ + $110
Category 4	Polyethylene film packaging	☐ $500	☒ $500	☒ + $330
Category 5	Polystyrene foam packaging – white	☐ $800	☒ $800	☐ + $330
Category 5	Polystyrene foam packaging – coloured	☐ $800	☒ $800	☐ + $330
Category 6	Other plastic packaging	☐ $130	☒ $90	☒ + $110
Category 7	Metal packaging	☐ $130	☐ $90	☐ + $110
Category 8	Glass packaging	☐ $90	☒ $90	
Category 9	Other flexible plastic packaging	☐ $500	☒ $500	☒ + $330
Categories 1, 2 & 3(b)	Printed papers, old corrugated cardboard, and other paper packaging (not containing liquids when sold)	☐ $80	☒ $60	☒ + $110
Categories 3(a), 6 & 7	Other paper packaging (containing liquids when sold), other plastic packaging and metal packaging	☐ $130	☒ $90	☒ + $110

Any change in whether Contractor bales or does not bale In-Scope PPP must be made pursuant to the change procedure in Section 2.2 of the Agreement.

A Principal Depot is considered to be a "Depot in a Community With PPP Curbside/Multi-Family Collection" if more than 80% of households within the drive time distance specified by Recycle BC (the "**Specified Drive Time Distance**") have access to PPP curbside or multi-family collection services provided by a local government, private company or Recycle BC. The Specified Drive

[1] In the case of polystyrene foam, baling includes densification.

Time Distance in respect of a Principal Depot will not be less than 30 minutes or more than 45 minutes.

For purposes of this Attachment 5, a household is considered to have "access to PPP curbside or multi-family collection services" if (i) in the case of a curbside household, it receives curbside collection from any entity or (ii) the case of a multi-family household, it receives multi-family collection from Contractor or Recycle BC (including, for the avoidance of doubt, any contractor who has entered into an agreement to provide multi-family collection for or on behalf of Recycle BC).

(b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount and (ii) the Service Administration Top Up amount, in each case as set out in the table below times the Depot Only Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims. The Depot Only Baseline will initially be **1,400** and may be adjusted from time to time as set forth below.

	Top Up available to local governments accepting Depot Collection incentive	**$ per Depot Only Household per Year**
☒	Resident Education Top Up	$0.75
☒	Service Administration Top Up	$1.75

In this Attachment 5:

"**Depot Only Baseline**" means the number of Depot Only Households in Contractor's jurisdiction.

"**Depot Only Household**" means a self-contained residential dwelling unit located in Contractor's jurisdiction that (i) in the case of a curbside household, does not receive curbside collection from any entity or (ii) in the case of a multi-family household, does not receive multi-family collection from Contractor or Recycle BC (including, for the avoidance of doubt, any contractor who has entered into an agreement to provide multi-family collection for or on behalf of Recycle BC).

On an annual basis on a date to be determined by Recycle BC, and at such other time as the parties may agree, Contractor will, in good faith, report and attest (in a form acceptable to Recycle BC) as to the then-current Depot Only Baseline. Recycle BC may also provide evidence of the then-current Depot Only Baseline. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the Depot Only Baseline. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.

Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Depot Collection Services.

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
		FILE NO:	11-5255-40-182
FROM:	Chief Administrative Officer	**MEETING:**	**Council**

SUBJECT: Increased Value to Contract ITT-EN18-37: Downtown Enhancement – Lougheed Highway (224 Street to 226 Street)

EXECUTIVE SUMMARY:

The Downtown Enhancement project on Lougheed Highway (224 Street to 226 Street) that is currently underway includes the provision of new concrete sidewalks and curbs, landscaped medians and boulevards, ornamental street lighting, traffic signal modifications, irrigation and asphalt road resurfacing. The project has received $2.3 million in federal and provincial funding from the Small Communities Fund that requires completion by March 31, 2019.

On June 12, 2018, Council approved the award of the Contract for the Downtown Enhancement Project to BA Blacktop Ltd. for $2,750,859.72 excluding taxes.

The project includes the installation of ornamental streetlights of the type consistent with the standard in the previous phases of the Downtown Enhancement. Experience from those previous phases showed that there is a long lead time for the supply of these ornamental streetlights. Accordingly the City pre-ordered the streetlights to advance the schedule. The cost of the streetlights is included in the approved budget. To avoid contractual conflicts it is appropriate for the contractor to now assume responsibility for the supply of the streetlights and that the costs ($217,000.00) be added to the BA Blacktop Ltd. Contract.

Also included in the approved budget is an allocation for property restoration. It is appropriate that those costs ($150,000.00) be now included in the BA Blacktop Ltd. Contract.

Council approval to increase the total BA Blacktop Ltd. Contract value by $367,000.00 is required for the purchase of the ornamental streetlights and the utilization of the property restoration funding. The costs are included in the approved budget. No additional funding approval is required.

RECOMMENDATION:

THAT the BA Blacktop Ltd. Contract for ITT-EN18-37: Downtown Enhancement – Lougheed Highway (224 Street to 226 Street), be increased by $367,000.00 from the overall project budget for the purchase of ornamental streetlights and the funding for the property restoration.

DISCUSSION:

a) Background Context:

On June 12, 2018, Council approved the award of the Contract for the Downtown Enhancement Project to BA Blacktop Ltd. for $2,750,859.72 excluding taxes.

The project includes the installation of ornamental streetlights of the type consistent with the standard in the previous phases of the Downtown Enhancement. Experience from those previous phases showed that there is a long lead time for the supply of these ornamental streetlights. Accordingly the City pre-ordered the streetlights to advance the schedule. The cost of the streetlights is included in the approved budget. To avoid contractual conflicts it is appropriate for the contractor to now assume responsibility for the supply of the streetlights and that the costs ($217,000.00) be added to the BA Blacktop Ltd. Contract.

Also included in the approved budget is an allocation for property restoration. It is appropriate that those costs ($150,000.00) be now included in the BA Blacktop Ltd. Contract.

Council approval to increase the Contract value by $367,000.00 is required for the purchase of ornamental streetlights and utilization of the property restoration funding.

b) Business Plan/Financial Implications:

This project is largely funded aby Ministry of Transportation & Infrastructure grant under the New Building Canada Fund (NBCF) – Small Communities Fund valued at $2.3 million. The total overall project budget is $3,715,438.00, and includes an allocation for the streetlights and property restorations.

c) Citizen/Customer Implications:

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

CONCLUSIONS:

Pre-purchasing the ornamental streetlights ensures that the project proceeds on schedule. It is recommended that Council approve the addition of $367,000.00 to Contract ITT-EN18-37: Downtown Enhancement – Lougheed Highway (224 Street to 226 Street) with BA Blacktop Ltd. for the purchase of ornamental streetlights and utilization of the property restoration funding.

"Original signed by Maria Guerra"
Prepared by: **Maria Guerra, PEng.**
Acting Manager of Design & Construction

"Original signed by Trevor Thompson"
Financial Concurrence: **Trevor Thompson, BBA, CPA, CGA**
Chief Financial Officer

"Original signed by David Pollock"
Reviewed by: **David Pollock, PEng.**
Municipal Engineer

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

"Original signed by Paul Gill"
Concurrence: **Paul Gill, CPA, CGA**
Chief Administrative Officer

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	Maple Ridge Business Licencing and Regulation Amending Bylaw No. 7494-2018		

EXECUTIVE SUMMARY:

On September 4, 2018 at Council Workshop, Council passed a resolution directing staff to prepare an amendment to the Business Licencing and Regulation Bylaw to include the sale of non-medical cannabis. This report has been prepared to comply with that resolution.

These amendments ensure that definitions within the Business Licencing and Regulation Bylaw match the definitions in the Zoning Bylaw. Specifically, this is in relationship to the changes in the Zoning Bylaw in regards to the retail sale of non-medical cannabis.

RECOMMENDATION(S):

That Maple Ridge Business Licencing and Regulation Amending Bylaw No.7494-2018 be given first, second and third readings.

DISCUSSION:

a) **Background Context:**

The Federal government has announced that cannabis will be legal on October 17, 2018. The Province has set out their guidelines for the retail sale and therefore the City of Maple Ridge has started the process of defining how this will be applied in the City.

Council has given first and second reading to the zoning bylaw amendments and forwarded those amendments to public hearing.

The final step is to amend the business licence bylaw to coincide with the changes in the zoning bylaw. The definition and retail sections have been amended as shown in Appendix I. The proposed licence fee is $5,000 which is estimated to cover the costs of licencing as well as any compliance issues. A survey was done of other municipalities. While most of them are still uncertain on terms, currently, Abbotsford and Langley are charging $5,000. The City of Vancouver is currently charging $30,000 but we understand those fees are under review.

CONCLUSIONS:

The adoption of this bylaw will ensure that the Council resolution is completed. The proposed fee is consistent with fees in some other municipalities and is estimated to cover the cost of licencing as well as any compliance issues.

"Original signed by Frank Quinn for R. MacNair"

Prepared by: R. MacNair
Senior Advisor, Bylaw & Licencing Services

"Original signed by Frank Quinn"

Approved by: Frank Quinn, MBA, P.Eng
General Manager: Public Works and Development Services

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

RM/

Appendix I - Maple Ridge Business Licencing and Regulation Amending Bylaw No. 7494-2018

APPENDIX I

City of Maple Ridge

Maple Ridge Business Licencing and Regulation Amending No. 7494-2018

A bylaw to amend Maple Ridge Business Licencing and Regulation Bylaw No. 6815-2011

WHEREAS the Council of The City of Maple Ridge deems it expedient to amend Maple Ridge Business Licencing and Regulation Bylaw No. 6815-2011;

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

1. This bylaw may be cited as Maple Ridge Business Licencing and Regulation Amending No. 7494-2018.

2. Maple Ridge Business Licencing and Regulation Bylaw No. 6815-2011 is amended by adding the following definitions to **Part 5 Definitions** in correct alphabetical order:

   "Cannabis" means dried flowers, leaves, stems and seeds of the Cannabis sativa plant, cultivated for the purpose of inhaling or ingesting.

   "Cannabis Retail" means a retail use devoted to sales of non-medical cannabis products in accordance with Federal and Provincial Regulations.

3. Maple Ridge Business Licencing and Regulation Bylaw No. 6815-2011 is amended by adding the following new subsection under **Part 7 Specific Regulations** and then renumbering all subsequent sections and subsections in part 7 in proper numerical order:

   7.7 **Cannabis**

   7.7.1 No owner or operator of a Cannabis Retail **Store** shall permit any person who is less than nineteen (19) years of age to be at the **Premises** at any time.

4. Maple Ridge Business Licencing and Regulation Bylaw No. 6815-2011 is amended by adding the following category to section **41. RETAIL** in **Schedule A – Licence Fees**:

   k. Cannabis $5,000.00

5. Maple Ridge Business Licencing and Regulation Bylaw No. 6815-2011 is amended by updating the table of contents to reflect the current page numbers.

READ A FIRST TIME this ____ day of _____, 2018.

READ A SECOND TIME this ____ day of _____, 2018.

READ A THIRD TIME this ____ day of _____, 2018.

ADOPTED this ____ day of _____, 2018.

_____	_____
PRESIDING MEMBER	CORPORATE OFFICER

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	2-Oct-2018
		FILE NO:	
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	2018 Community Grants		

EXECUTIVE SUMMARY:

The Community Grants Policy was adopted in 2013, providing a framework in support of Council's Community Grants Program, with a focus on supporting organizations providing services in Maple Ridge. Council reviewed and confirmed the policy direction in August of 2015.

The available funding envelope for 2018 is $44,800 and staff is recommending the grant allocations totaling $26,000 as shown on the attached Schedule "A". This allocation leaves $18,800 available to address other requests.

RECOMMENDATION(S):

That the proposed allocation of Community Grants as shown on Schedule "A" of the staff report dated 2-October-2018 titled 2018 Community Grants be approved.

DISCUSSION:

a) Background Context:

The Community Grants Program helps support organizations providing services to our community. Many of these organizations are struggling to find sustainable funding. The funding that we provide offers some assistance. It should be noted that some of these same organizations also apply for, and receive, funding from other municipal programs.

In 2013, Council adopted a Community Grants policy, formalizing the eligibility and evaluation criteria used when considering the allocation of the community grants budget. Council reviewed and confirmed the policy direction in August of 2015.

It is not possible to provide the level of support that all groups request, so an effort is made to ensure that the available budget is distributed where it will provide the greatest community benefit. For 2018, the available budget for Community Grants is $44,800; the recommended allocation is attached, based on the applications received to date.

Commentary on the specific allocations follows.

The Family Education and Support Centre (FESC) is a multi-service agency that has grown and changed over the years in response to the community's need for services. Their objective is to provide social services to families in need of finding their own answers to challenges with regard to their parenting, mental health, food security, settlement as newcomers and to their individual

personal growth. They are a founding member of the Community Network and serve as host for the Network coordination funds. In this capacity, the FESC received $30,000 in 2018 from the city to assist in funding a community network coordinator. This funding is outside of the community grants envelope. In addition to this, FESC is asking for support for two specific initiatives:

1. The Community Kitchen program helps local citizens living below the poverty line learn how to prepare affordable and nutritious meals while also providing a place of social contact and information about community resources. The Community Kitchen applies for funding from other sources, such as the United Way, but requires additional support to operate with out service reductions; funding from the City allows the service to continue without interruption. The Community Kitchen has received support from the City since 2010 and in 2017 received $5,000. A 2018 contribution of $5,000 is recommended.

2. The Multicultural Women's Group provides a resource for women who have settled in Maple Ridge from other countries, who are socially isolated, unaware of community resources that might be of service to them and in need of support from their peers and the social service community. A 24 week program targets women who are the most isolated in the community and will benefit 6-10 immigrant women by providing them with opportunities to practice speaking English and by providing relevant information about social services available to them in Maple Ridge. The FESC has requested $5,000 to support this program in 2018 and staff recommends supporting the request. Council previously provided funding in support of this program in 2015 and 2016.

Alouette Addictions has submitted a request for funding in support of their Navigating Change: Building Resiliency in Youth program. This program targets local grade 8 students, providing them with the skills and tools to make appropriate choices around drug and alcohol use, to increase the personal and social resiliency and to build the support networks necessary to realize their potential. The program intends to reach 400 students in the 2018/19 school year. Their request is for $25,000; staff is recommending a contribution of $5,000.

In 2004, Council adopted a bylaw banning the sale or use of fireworks in Maple Ridge and the Maple Ridge Lions Club began coordinating an annual fireworks display funding with a combination of sponsorship and an annual contribution of $3,000 from the Community Grants program. More recently, the City has been playing more of a lead role in the Celebrate the Night festival and fireworks celebration, and this year the event will include a celebration of Diwali along with pumpkins. Staff recommends that an allocation of $3,000 from this year's Community Grants budget be made, in line with previous practice.

At the September 25 Council meeting, the City's 2019 Permissive Tax Exemption Bylaw received the first three readings. This bylaw must be adopted prior to October 31st each year in order for BC Assessment to apply any approved exemptions. As noted in the report, an application for an exemption was received from the One Way Club and the recommendation was to deny it as the services provided, while extremely valuable, do not fall within the parameters of Council's policy framework for tax exemptions. The Community Grant policy notes that organizations denied a permissive tax exemption are eligible to apply for a Community Grant. As the 2018 funding envelope has not yet been allocated the recommendation is to provide for a grant of $8,000, an amount that approximates their municipal property taxes.

b) **Desired Outcome(s):**

Organizations, such as those identified on Schedule "A", are increasingly struggling to secure long-term sustainable funding at the same time as the demand for the services they provide is growing. Through the Community Grants program, Council is able to help such organizations continue with the provision of services to the citizens of Maple Ridge.

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

The distribution of Community Grants proposed on the attached "Schedule A" allocates $18,000 to various community groups.

d) **Alternatives:**

Council could choose not to distribute any grants but as that decision may jeopardize the ability of various organizations to continue providing necessary services that is not recommended.

CONCLUSIONS:

The provision of grants to local organizations benefits the citizens of Maple Ridge. The distribution proposed on Schedule "A" attempts to allocate the limited resources to provide benefit to the community.

Original signed by Catherine Nolan"

Prepared by: Catherine Nolan, CPA, CGA
Corporate Controller

"Original signed by Kelly Swift"

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

"Original signed by Paul Gill"

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

Schedule "A"

Grants - Requests for 2018

	Requested Amount for 2018	Recommendation for 2018	How the Grant will be used
Total Budget Available as per the 2018 Financial Plan		**$ 44,800**	
Family Education and Support Centre (Community Kitchens)	5,000	5,000	To assist the organization with their Community Kitchens program
Family Education and Support Centre (Multicultural Women's Group)	5,000	5,000	To suppport women that have settled in Maple Ridge from other countries who are socially isolated an dunaware of community resources that might be of service to them.
Halloween Fireworks Display	3,000	3,000	Annual Halloween Fireworks Display
Alouette Additions	25,000	5,000	To assist with the Navigating Change: Building Resiliency in Youth program providing grade 8 students with the kills and tools to make appropriate choices around drug and alcohol use.
One Way Club	11,500	8,000	To provide for facility upgrades
Totals	$ 49,500	$ 26,000	
Unallocated Community Grants	-	**$ 18,800**	

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
FROM:	Chief Administrative Officer	**MEETING:**	Council
SUBJECT:	Revitalization Tax Exemption Agreements - Employment Lands Investment Incentive Program		

EXECUTIVE SUMMARY:
Council approved a four-year incentive program to help stimulate job creation. Each year, newly-eligible projects require agreements to receive property tax exemptions. This report recommends those agreements be authorized for qualifying development projects.

RECOMMENDATION:
That the Corporate Officer be authorized to execute agreements with qualified property owners as defined in the Maple Ridge Revitalization Tax Exemption Bylaw No. 7112-2014.

DISCUSSION:

a) **Background Context:**
The Employment Lands Investment Incentive Program (ELIIP) was implemented in 2015, shortly after the Commercial and Industrial Strategy was endorsed. The ELIIP targets development on specified lands designated for industrial use to encourage the addition of high-value jobs in the community.

An important element of the incentive program is the Revitalization Tax Exemption (RTE) component, offering municipal property tax exemptions for the increase in property assessment value as a result of eligible projects.

Currently, eight projects are eligible to apply for exemptions. Due to legislated timing we do not know in advance of executing the agreements which projects will generate a value that can be exempted. Therefore, it is requested that Council authorize agreements with all the property owners, knowing that some may not be executed. The option of timing rests with the property owners, and projects must meet all other requirements of the bylaw.

Schedule A provides a summary of "fast facts" about the results of the program to date.
Schedule B lists all of the eligible projects, along with the property owners. Schedule C illustrates the agreement template.

b) **Desired Outcome:**
That municipal property tax exemptions are provided for projects meeting the requirements of the ELIIP as adopted by Council.

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c) **Strategic Alignment:**
The intended outcome of the incentive program is to encourage the addition of high-value jobs in the community. The ELIIP supports Council's Commercial and Industrial Strategy.

d) **Financial Implications:**
The five-year financial plan includes revenue projections due to growth in the tax base. Tax exemptions will require the City to forgo revenue for a period of time, with the intent that future revenues, as a result of stimulated growth and density, will provide a net financial benefit. Should all eligible properties included in "Schedule A" experience non-market change equivalent to the estimated construction value, exempted tax revenues would be approximately $86,000 in 2019 and $234,000 over the full five year exemption period.

CONCLUSIONS:
A component of the Employment Lands Investment Incentive Programs is the Revitalization Tax Exemption. Council has adopted bylaws to establish the programs including eligibility requirements. The Community Charter requires the City to enter into formal agreements with property owners in order to enable the exemptions. This report is to authorize the execution of those agreements for development projects that qualify for exemptions.

"original signed by Trevor Hansvall"

Prepared by: Trevor Hansvall
Accounting Clerk II, BBA

"original signed by Catherine Nolan"

Reviewed by: Catherine Nolan, CPA, CGA
Corporate Controller

"original signed by Laura Benson"

Approved by: Laura Benson, CPA, CMA
Director of Corporate Administration

"original signed by Paul Gill"

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

Schedule A: Employment Lands Investment Incentive Program – Fast Facts
Schedule B: List of potential Revitalization Tax Exemption Agreement Signatories
Schedule C: Revitalization Tax Exemption Agreement (ELIIP Program)

Schedule A: Employment Lands Investment Incentive Program – Fast Facts

Program name	Employment Land Investment Incentive Program
Program acronym	ELIIP
Time period	2015-2018
Scope	New construction and renovations on industrial lands, except for uses that were identified as providing low-value and/or low-density employment.
Program status	Open
Number of projects supported	21 projects to date
Estimated construction value of projects supported	$23.6 million to date
Projects receiving revitalization tax exemptions to date	6 projects

Schedule B: List of potential Revitalization Tax Exemption Agreement signatories

ELIIP Program		
574668 BC Ltd 18870 80 Avenue Surrey, British Columbia, V4N 4J1	Lands: Legal Description: PID #: Folio Number: Building Permit # Project: Term of Tax Exemption:	12865 Katonien Street Parcel A; Plan BCP42202; Section 25; Township 12; Land District 1; Land District 36 029-476-381 73617-0061-0 16-112807 New Construction Five years – declining balance
574668 BC Ltd 18870 80 Avenue Surrey, British Columbia, V4N 4J1	Lands: Legal Description: PID #: Folio Number: Building Permit # Project: Term of Tax Exemption:	12895 Katonien Street Parcel A; Plan BCP42202; Section 25; Township 12; Land District 1; Land District 36 029-476-381 73617-0061-0 16-112814 New Construction Five years – declining balance
574668 BC Ltd 18870 80 Avenue Surrey, British Columbia, V4N 4J1	Lands: Legal Description: PID #: Folio Number: Building Permit # Project: Term of Tax Exemption:	12920 261A Street Lot 3; Plan BCP44861; Section 25; Township 12; Land District 1; Land District 36 028-248-708 73618-0003-0 16-116919 New Construction Five years – declining balance
Tomax Enterprises Ltd. 19739 McNeil road Pitt Meadows, British Columbia V3Y 1Z1	Lands: Legal Description: PID #: Folio Number: Building Permit # Project Term of Tax Exemption	13090 Lilley Drive Lot 33; Plan BCP42202; Section 25; Township 12; Land District 36 028-047-907 73617-0033-0 17-108753 New Construction Five years – declining balance
Tomax Enterprises Ltd. 19739 McNeil road Pitt Meadows, British Columbia V3Y 1Z1	Lands: Legal Description: PID #: Folio Number: Building Permit #: Project Term of Tax Exemption:	13102 Lilley Drive Lot 33; Section 25; Township 12; New Westminster District; Plan BCP42202 028-047-907 73617-0033-0 17-108760 New Construction Five years – declining balance

Schedule B: List of potential Revitalization Tax Exemption Agreement signatories

1042902 BC Ltd. 22311 119th Avenue Maple Ridge, BC V2X 2Z2	Lands: Legal Description: PID #: Folio Number: Building Permit #: Project Term of Tax Exemption:	13035 Lilley Drive Lot 47; Section 25; Township 12; New Westminster District; Plan BCP42202 028-048-041 73617-0047-0 17-120153 New Construction Five years – declining balance
Burnaby Saw Service Ltd. 7020 Ridge Drive Burnaby, BC V5A 1A9	Lands: Legal Description: PID #: Folio Number: Building Permit #: Project Term of Tax Exemption:	13130 Lilley Drive Lot 31; Section 25; Township 12; New Westminster District; Land District 1; Land District 36; Plan BCP42202 028-047-885 73617-0031-0 17-121540 New Construction Five years – declining balance
A & V ELECTRIC LTD 1852 CLIFF AVE BURNABY BC V5A 2K6	Lands: Legal Description: PID #: Folio Number: Building Permit #: Project Term of Tax Exemption:	201 – 11517 Kingston St Lot 10; District Lot 280; New Westminster District;; Plan LMS2206; Group 1 023-264-462 21342-0120-0 18-110737 Renovations - Add second Storey Five years – declining balance

Revitalization Tax Exemption Agreement
Employment Land Investment Incentive Program

THIS AGREEMENT dated for reference _____.

BETWEEN:

CITY OF MAPLE RIDGE, a municipal corporation under the laws of British Columbia and having its offices at 11995 Haney Place, Maple Ridge, British Columbia V2X 6A9

("City")

AND:

OWNER NAME/ADDRESS

("Owner")

A. Under the Maple Ridge Revitalization Tax Exemption Bylaw No. 7112-2014 (the "Bylaw"), the City of Maple Ridge established a revitalization tax exemption program for the purpose of encouraging accelerated private sector investment on the Employment Land Investment Incentive Areas identified in the Bylaw.

B. The Lands subject to this Agreement are located within the Employment Land Investment Incentive Areas.

C. The Owner proposes to construct an improvement(s) or to carry out an alteration(s) to an existing improvement(s) on the Lands.

D. This Agreement contains terms and conditions governing the provision of a general municipal property tax exemption under the Bylaw.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and the payment by the Owner to the City of $1.00, the receipt and sufficiency of which are acknowledged by the City, the parties agree as follows:

1. **Definitions**

1.1. In this Agreement the following words have the following meanings:

"Lands" means those lands and premises located at:

Legally described as:

Parcel Identifier (PID):

Folio Number:

"Project" means the project identified on Building Permit No:

"Municipal Property Tax" means the property taxes Council has imposed pursuant to Schedule A of the Maple Ridge Tax Rates Bylaw, and does not include any other property taxes.

2. Owner's Obligations

2.1. In consideration of the City granting the Owner a revitalization tax exemption in accordance with the Bylaw, the Owner agrees to construct the following new improvement(s) or to carry out the following alteration(s) to an existing improvement(s) on the Lands:

Brief description and reference building permit number

2.2. The Owner will ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the Bylaw.

2.3. The Owner agrees to construct a Project of an industrial use as permitted in the Maple Ridge Zoning Bylaw, except for the ineligible uses outlined on Schedule A of the Bylaw.

2.4. Throughout the term of this Agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair.

2.5. The Owner must substantially complete the construction of, or alterations to, the improvement(s) referred to in section 2.1 of this Agreement by:

2.6. The Owner agrees that a revitalization tax exemption granted by the City under the Bylaw is subject to the Owner's compliance with and fulfilment of all the terms and conditions arising out of the Building Permits issued.

2.7. The Owner shall construct the Project and, at all times during the term of the tax exemption, operate, use and occupy the Lands and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules, regulations, policies, guidelines, criteria, or the like made under or pursuant to any such laws.

2.8. The Owner must bear all the expenses of performing the obligations and covenants of contained within this Agreement.

2.9. All covenants made by the Owner herein shall be for the benefit of the City.

2.10. The Owner represents and warrants to the City that:

a. All necessary corporate actions and proceedings have been taken by the Owner to

authorize its entry into and performance of this Agreement;

b. Upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;

c. Neither the execution and delivery, nor the performance of this Agreement shall breach any other Agreement or obligation or cause the Owner to be in default of any other Agreement or obligation respecting the Lands; and,

d. The Owner has the corporate capacity and authority to enter into and perform this Agreement.

3. City's Rights, Powers and Obligations

3.1. Nothing contained or implied in this Agreement prejudices or affects the City's rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders or regulations to the extent the same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

3.2. Where the terms and conditions of this Agreement and the Bylaw have been met, the City shall issue a Revitalization Tax Exemption Program Certificate to the Owner in accordance with the provisions of the Bylaw.

3.3. The City reserves the right to terminate this Agreement and revoke the Revitalization Tax Exemption Program Certificate if the Owner fails to comply with any of the terms, conditions or requirements of this Agreement or the Bylaw, and the Owner fails to remedy any such breach or non-compliance within the time specified by the City in its notice to the Owner.

3.4. For a Revitalization Tax Exemption Program Certificate that is revoked, the City may recapture:

a. The value of the Tax Exemption provided on the Lands for the current and any previous taxation years to which the Revitalization Tax Exemption Program Certificate applies; and,

b. The value of any amounts provided through a Partnering Agreement entered into by the Owner and the City.

3.5. If the Owner fails to remit the recapture amount noted in Section 3.4 of this Agreement within thirty (30) days, the amount may be placed on the general property tax bill for the Lands.

3.6. The City will act in its sole discretion to make or give any decision, direction, determination, or consent.

4. General Provisions

4.1. The Owner and the City represent that the City has made no representations, covenants, warranties, guarantees, promises, or any agreements, express or implied, with the Owner other than those expressly contained in this Agreement.

4.2. This Agreement may only be modified by written agreement of the City and the Owner.

4.3. This Agreement shall inure to the benefit of, and is binding on the parties and their

respective heirs, executors, administrators, successors and assigns.

4.4. Time is of the essence in this Agreement.

4.5. This Agreement constitutes the entire Agreement between the Owner and the City with regard to the subject matter herein, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the City with the Owner.

4.6. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement.

4.7. Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.

4.8. This Agreement shall be construed according to the laws of the Province of British Columbia.

5. **Revitalization Tax Exemption**

5.1. Subject to fulfilment of the conditions set out in this Agreement and the Bylaw, the City shall issue a Revitalization Tax Exemption Program Certificate to BC Assessment entitling the Owner to a property tax exemption in relation to the Project as specified in Part 6 of this Agreement.

6. **Calculation of Revitalization Tax Exemption**

6.1. The Tax Exemption is equivalent to 100% of the Municipal Property Tax payable on the amount of Non-Market Change attributed to the Commercial Portion of the Project, as specified in Part 8 of the Bylaw, and where all the conditions as stated in Part 7 of the Bylaw have been met for a total of five years.

7. **Term of Tax Exemption**

7.1. Provided the requirements of this Agreement and the Bylaw are met, the tax exemption shall be for the taxation years:

to inclusive.

8. **No Refund**

8.1. For greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

9. **Notices**

9.1. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so, shall be deemed to be received when delivered), or mailed by prepaid registered mail in any Canada Post Office (and if so, shall be deemed to be delivered on the sixth business day following such mailing, except that, in the event of interruption of mail service, notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed to the party at the address shown on Page 1 of this Agreement.

10. **Severance**

10.1. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

11. **Further Assurances**

11.1. The parties shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

As evidence of their agreement to be bound by the terms of this Revitalization Tax Exemption Agreement, the parties have executed this Revitalization Tax Exemption Agreement as follows:

_____

Corporate Officer

City of Maple Ridge

Executed by the (Insert name) by its authorized signatories:

_____

Name

City of Maple Ridge

TO:	Her Worship Mayor Nicole Read and Members of Council	**MEETING DATE:**	October 2, 2018
		DOC NO:	1968742
FROM:	Chief Administrative Officer	**MEETING:**	Council

SUBJECT: Follow up to the Maple Ridge-Pitt Meadows Home Show Society Request for Improvements at the Albion Fairgrounds

EXECUTIVE SUMMARY:

At the July 24, 2018 Council meeting, Council supported a request from the Maple Ridge-Pitt Meadows Home Show Society for municipally-funded improvements to the large grass main stage viewing area at the Albion Fairgrounds and accepted the offer by the Home Show Board of Directors to contribute ten percent of the surface installation costs to a maximum of $10,000.

This report outlines a scope of work and a funding source for the detailed design and installation of the proposed improvements to the large grass area for a load bearing surface along with additional components that have been suggested by event organizers since this direction was given to staff. These additional components include potable water hose-bibs, waste water disposal and additional power kiosks that would provide a benefit for event food truck vendors. Preliminary costs presented at the July 24, 2018 meeting ranged from $85,000 to $120,000 and when the other beneficial components are included, costs are more likely to be in the order of $250,000. Detailed construction costs will be provided as part of the design work. Staff believe that it was Council's intent to have the improvements complete in advance of the Home Show Society's event in May 2019 therefore time is of the essence.

RECOMMENDATION:

That staff proceed with civil design work, including surface improvements, grading, drainage, electrical, potable water connections and waste water disposal components at the Albion Fairgrounds; and

That the Financial Plan Bylaw be amended to include $250,000 from Accumulated Surplus for the design and installation work.

DISCUSSION:

a) Background Context

The Albion Fairgrounds improvements approved by Council at the July 24, 2018 meeting included the renovation of the large grass area in front of the main stage to a load bearing surface, relocation of drain lines, and the installation of hose bibs to provide for re-establishment of the grass. Preliminary costs for this work ranged from $85,000 to $120,000 depending on the size of the area to be improved. These enhancements would

support the Home Show's Food Truck Festival when wet weather makes ground conditions unfavourable. Organizers from other major events at this site have identified additional components, not included in the initial request, which would better support events with food truck vendors including potable water hose-bib connections, on-site waste water disposal and additional power kiosks. The cost estimate provided in the July 24, 2018 report did not include these components.

Staff proposes to engage a design team to provide a coordinated, detailed design that includes the additional components along with the previously supported improvements. Consultation with event stakeholders would be included as part of the detailed design work along with an assessment of the costs associated with the work. If approved by Council, design and construction could potentially be completed by the spring of 2019 and in place for next year's Home Show.

b) Desired Outcome:
The desired outcome is to enhance the Albion Fairgrounds in alignment with long term planning considerations for the benefit of the Agricultural Fair and other major events that are hosted at this site, while retaining the park-like setting which makes it an attractive venue for a wide variety of events.

c) Citizen/Customer Implications:
The Albion Fairgrounds hosts a number of community and special events throughout the year; therefore, community consultation is important to ensure that the proposed changes offer a benefit to the widest range of events hosted at this site.

d) Interdepartmental Implications:
The Albion Flats Area Plan process was endorsed by Council in October 2015. The process focuses on a number of land uses including recreation, commercial, and business park options. Understanding the long term land use vision resulting from this process will enable Council to make an informed decision on desirable Fairgrounds improvements.

e) Business Plan/Financial Implications:
The initial estimated project cost ranges from $85,000 to $120,000 to address the original request and when other recommended beneficial site servicing components are included, costs may be in the order of $250,000. Costing including the food truck servicing components would be provided through the detailed design process. Staff suggests that the design and construction work could be funded from Accumulated Surplus.

The Home Show Board of Directors has offered to contribute ten percent of the surface installation costs to a maximum of $10,000.

f) Alternatives:
The Albion Flats Area Plan process, which encompasses the Albion Fairgrounds within the study area boundaries, is a priority project and the broad process outline has received Council endorsement. As the outcome of the Albion Flats Land Use Planning process may have an impact on areas where Albion Fairgrounds capital improvements are being considered, Council could consider this expanded request after this planning process has concluded.

CONCLUSIONS:

The Home Show Society has made several improvements at the Albion Fairgrounds over the last few years that have enhanced the site for the benefit of a variety of events. Events held here would further benefit from municipally-funded improvements that support food truck services at this community park. To provide best value to citizens, Fairgrounds improvements should include feedback from other community event organizers.

"Original signed by Valoree Richmond"

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

"Original signed by David Boag"

Reviewed by: David Boag
Director of Parks & Facilities

"Original signed by Trevor Thompson"

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

"Original signed by Kelly Swift"

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

"Original signed by Paul Gill"

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer