



**CLOSED COUNCIL  
MEETING MINUTES**

**September 10, 2024, 1:00 p.m.  
Council Chambers  
City Hall, 11995 Haney Place**

Council Present: Mayor D. Ruimy  
Councillor K. Carreras  
Councillor O. Dozie  
Councillor J. Dueck  
Councillor S. Schiller  
Councillor J. Tan  
Councillor A. Yousef

Staff Present: S. Hartman, Chief Administrative Officer  
C. Mushata, Director of Legislative Services and Corporate Officer  
C. Howes, Deputy Corporate Officer  
A. Kohli, Senior Advisor, Intergovernmental Affairs  
G. Gerontas, Manager of Strategic Policy and Programs  
S. Faltas, Director of Engineering  
K. Anastasiadis, Manager, Intergovernmental Affairs  
Z. Lifshiz, Director, Strategic Development, Communications and Public Engagement  
M. Best, Acting Manager of Development Planning  
F. Armstrong, Special Events Marketing and Communications Manager  
T. Thompson, Director of Finance  
C. Nolan, Deputy Director of Finance  
V. Richmond, Director of Facilities, Parks & Properties  
T. Westover, Director of Economic Development  
C. Martin, Director of Recreation Services  
M. Adams, Director of Bylaw, Licensing & Community Safety  
R. Brummer, Manager of Arts and Culture  
P. Purewal, Senior Manager, Corporate Communications and Public Engagement  
J. Stiver, Director of Building, Development, and Planning

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**1. CALL TO ORDER**

**1.1 Territory Acknowledgement**

The City of Maple Ridge carries out its business on the traditional and unceded territories of the Katzie (q̓ičəy̓) First Nation and the Kwantlen (q'w̓a:ḥ̓'əḥ̓) First Nation.

2. **APPROVAL OF AGENDA**

**R/2024-C-0119**

**Moved by: Councillor Schiller**

**Seconded by: Councillor Carreras**

THAT the September 10, 2024, Closed Council Meeting Agenda be approved as circulated.

CARRIED

3. **ADOPTION OF MINUTES**

3.1 **Minutes**

**R/2024-C-0120**

**Moved by: Councillor Yousef**

**Seconded by: Councilor Dueck**

THAT the July 30, 2024, Closed Council Meeting Minutes be adopted as circulated.

CARRIED

4. **UNFINISHED BUSINESS**

5. **NEW BUSINESS**

S. 12, 3.13, of FPPA, and S. 80(1) of Community Charter

[REDACTED]

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

The Deputy Corporate Officer, the Senior Advisor, Intergovernmental Affairs, the Manager of Strategic Policy and Programs, the Acting Manager of Development Planning, the Director of Strategic Development, Communications and Public Engagement, the Director of Building, Development and Planning, the Deputy Director of Finance, Director of Engineering, and the Director of Bylaw, Licensing & Community Safety left the meeting at 1:50 pm

The meeting recessed at 1:50 pm and reconvened at 2:50 pm.

The Manager of Intergovernmental Affairs joined the meeting at 2:50 pm.

**5.2 ACT Lease and Operating Agreement**

*\*Consideration pursuant to section 90(1)(k)*

Staff report dated September 10, 2024.

Councillor Carreras left the meeting at 4:10

**5.3 S. 12, S. 13, and S. 22 of FIPPA, and S. 90(1) of Community Charter**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

S. 12, S. 13, and S. 22 of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

S. 12, S. 13, of  
FIPPA, and S.  
90(1) of  
Community  
Charter

[Redacted]

[Redacted]

[Redacted]

Councillor Carreras rejoined the meeting at 4:30 pm.

The Special Events Marketing and Communications Manager, the Manager of Arts and Culture, and the Senior Manager, Corporate Communications and Public Engagement joined the meeting at 4:40 pm.

**R/2024-C-0130**

**Moved by:** Councillor Schiller

**Seconded by:** Councillor Tan

THAT the Chief Administrative Officer be appointed as minute-taker for the remainder of the meeting.

CARRIED

The Director of Legislative Services, the Director of Finance, the Director of Recreation Services, the Manager of Intergovernmental Affairs, the Director of Economic Development, the Director of Facilities, Parks and Properties, the Special Events Marketing and Communications Manager, the Manager of Arts and Culture, and the Senior Manager, Corporate Communications and Public Engagement left the meeting at 5:10 pm.

**6. INFORMATION ITEMS**

**7. ITEMS TO BE RELEASED FROM CLOSED STATUS**

**8. ADJOURNMENT – 6:05 pm**

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D. Ruimy, Mayor

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C. Mushata, Corporate Officer

## ACT Lease and Operating Agreement Update

**Recommendation:**

**FOR Update and discussion**

<b>Report Purpose and Summary Statement:</b>	To update council on the Maple Ridge Pitt Meadows Arts Council (Arts Council) operating and lease agreements of the ACT Arts Centre (ACT), which is currently on a month-to-month extension.
<b>Previous Council Action:</b>	Follow-up from the Closed Council Meeting on June 11, 2024
<b>Strategic Alignment:</b>	Engaged, Healthy Community

## ACT Operating Agreement & Lease Update

### BACKGROUND:

The Arts Council has requested an expanded partnership with the City of Maple Ridge which includes an increase to the operating grant and/or for the city to assume maintenance responsibilities of the ACT.

### ANALYSIS:

#### Discussion:

On June 11, 2024, in Closed, Council was made aware of the current state of the Arts Council Operating Agreement and Lease, which expired December 31, 2023. The Arts Council was notified that the renewal of the 2024 – 2026 Operating Agreement and Lease will be going through the 2025 Business Planning process during the Arts Council Board Meeting on June 24, 2024. The Arts Council was informed that the city would provide an update on the status of the Operating Agreement and Lease at the end of fall.

City staff would like to:

1. Provide an update since our last discussion at the Closed Council Meeting on June 11, 2024, as the Arts Council has made some decisions regarding ACT operations in the absence of a finalized Operating Agreement and Lease. In particular:
  - i. Arts Council decided to close the ACT on Canada Day
  - ii. Arts Council is hosting a comedy show on September 14 which conflicts with our MR150 "Our Neck of the Woods" celebration
  - iii. Arts Council has advised the City that in order to use the ACT's rooftop for the Celebrate the Night Fireworks event, the City would need to pay a rental fee of approximately \$8000.00, sign a rental agreement and provide new operating and lease agreements within a certain timeframe. These requirements are not consistent with past practice.
2. Update council regarding the request to bring forth a business case for the city taking over operations of the ACT vs. the current operating model.
  - i. Financial impact: It would cost the city approximately double the dollars to run the ACT vs. the current operating model
  - ii. Human Resources: there are considerations that would take up to a year before we could take on this model: staffing and resources, working with HR to create over 20 new job descriptions we don't currently have with Metro Van and union involvement
  - iii. Business Operations: begin building connections in the arts and culture community, assessing a program base, establishing credibility in running arts & culture with the community and preparing for any political upset due to this change from the arts & culture community. We have begun this process in Q4

of 2024 and will continue to build on this moving forward. See new guide highlighting the City's arts programs.

- iv. Timeline: with a 3-year contract renewal on the table, we are already 1 year into the 2024 – 2026 agreement. Use the next 2 years to build the business case/model to take over the ACT. It is important this is done thoughtfully and with the right resources to set the city up for success as the community will be carefully watching how the city performs in operating the ACT. Aligns with getting past the election period should this be the direction.

3. Considering the above information, provide council with next steps to moving forward with the Arts Council operating agreement and lease.

A work group of fellow Directors will be meeting on September 11, 2024, to discuss and draft updates to the Operating Agreement and Lease. An updated Operating Agreement and Lease will be presented to Council at the end of September for discussion. The goal is for city staff to have an updated Operating Agreement and Lease to the Arts Council by the end of October for their review and approval. Renewing the operating agreement and lease at this time will allow city staff time to first, build credibility with the community, deliver an arts & culture program plan that we deliver and build relationships and networks in this community. Second, develop a business plan for the possibility of taking on the ACT January 1, 2027, if a 3-year agreement or January 1, 2029, if a 5-year agreement (TBD).

An important first step has been taken in the form of a capital request in 2025 for an arts, culture, events and heritage services review with a consultant to provide the city the information needed to better inform how we proceed around arts, culture, events and heritage services and operations. Specifically, how the city delivers these services in relation to others in the Lower Mainland/BC, where our strengths are, what are the gaps, engage the community and update the arts & culture plan.

Staff researched 9 other cities arts & culture operating models and 7 out of the 9 were operated by the city, 1 a hybrid of city and a council, 1 operated by a council. Moving in this direction in the future is in line with other cities.

#### **Strategic Alignment:**

Engaged, Healthy Community

#### **Financial Impact:**

The City has continued with a month-to-month extension to the existing agreements using the **Part 3/General Provision under the 2021 – 2023 Operating Agreement**. This provides clarity and enables the Arts Council's request to be considered during business planning.

#### **CONCLUSION:**

To report back to council on the request to bring forth a business case for operating ACT and inform next steps.

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Prepared by: Cidalia Martin, Director of  
Recreation Services

## Report Approval Details

Document Title:	2024-09-10 ACT Lease and Operating Agreement Update.docx
Attachments:	
Final Approval Date:	Sep 5, 2024

This report and all of its attachments were approved and signed as outlined below:

Scott Hartman, Chief Administrative Officer



**CLOSED COUNCIL  
MEETING MINUTES**

**October 15, 2024, 1:00 p.m.  
Blaney Room  
City Hall, 11995 Haney Place**

**Council Present:** Mayor D. Ruimy  
Councillor K. Carreras  
Councillor O. Dozie  
Councillor J. Dueck  
Councillor S. Schiller  
Councillor J. Tan  
Councillor A. Yousef

**Staff Present:** S. Hartman, Chief Administrative Officer  
C. Mushata, Director of Legislative Services and Corporate Officer  
S. Faltas, Director of Engineering  
Z. Lifshiz, Director, Strategic Development, Communications and Public Engagement  
C. Nolan, Deputy Director of Finance  
V. Richmond, Director of Facilities, Parks & Properties  
C. Martin, Director of Recreation Services

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**1. CALL TO ORDER**

**1.1 Territory Acknowledgement**

The City of Maple Ridge carries out its business on the traditional and unceded territories of the Katzie (q̓íçá̓y̓) First Nation and the Kwantlen (q̓ʷa:ḥ̓ł'əḥ̓) First Nation.

**2. APPROVAL OF AGENDA**

**R/2024-C-0146**

**Moved by:** Councillor Carreras

**Seconded by:** Councillor Dozie

THAT the October 15, 2024, Closed Council Meeting agenda be approved as circulated.

**CARRIED**

**3. ADOPTION OF MINUTES**

**3.1 Minutes - October 8, 2024**

**R/2024-C-0147**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Dozie

THAT the October 8, 2024, Closed Council Meeting minutes be adopted.

**CARRIED**

**4. UNFINISHED BUSINESS**

**5. NEW BUSINESS**

**5.1 ACT Arts Centre Draft Operating Agreement and Lease**

*\*consideration pursuant to Section 90(1)(k)*

**R/2024-C-0147.1**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Dozie

THAT Council endorse the proposed changes to the Operation and Lease Agreements for the ACT Arts Centre;

AND THAT Council direct staff to enter into negotiations with the Maple Ridge Pitt Meadows Art Council and authorize an annual increase up to a maximum dollar value.

THAT the resolution/s in relation to "ACT Arts Centre Draft Operating Agreement and Lease" be released at the discretion of the Chief Administrative Officer.

**CARRIED**

**5.2**

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[REDACTED]

[REDACTED]

**6. INFORMATION ITEMS**

**7. ITEMS TO BE RELEASED FROM CLOSED STATUS**

**8. ADJOURNMENT – 3:12 pm**

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D. Ruimy, Mayor

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C. Mushata, Corporate Officer



## ACT Arts Centre Draft Operating Agreement and Lease

### Recommendation:

**THAT Council endorse the proposed changes to the Operating and Lease Agreements for the ACT Arts Centre;**  
**AND THAT Council direct staff to enter into negotiations with the Maple Ridge Pitt Meadows Art Council and authorize an annual increase up to a maximum dollar value**

### Report Purpose and Summary Statement:

To layout the proposed changes to the Operating and Lease Agreement for the ACT Arts Centre and obtain council direction on what parts of the Maple Ridge Pitt Meadows Arts Council asks we are willing to negotiate on and to what value.

### Financial Impact:

Increase the Operating grant an additional 1% from 2% to 3% per year for the Maple Ridge Pitt Meadows Arts Council for day-to-day operations and maintenance. This aligns with the past operating agreements and leases.

Consider an increase to the Maple Ridge Pitt Meadows Arts Councils operating reserves. This allows the Maple Ridge Pitt Meadows Arts Council to have an increase amount of unrestricted liquid assets.

Currently there is a budget for asset renewal replacements for the ACT Arts Centre undertaken by the City.

Staff is requesting an additional 2% per year to go to the City's Facilities team to take on additional preventative maintenance work at the ACT Arts Centre.

### Funding Source:

To be determined through business planning process

### Strategic Alignment:

Engaged, Healthy Community

## ACT Arts Centre Draft Operating Agreement and Lease

### BACKGROUND:

The current operating and lease agreement with the Maple Ridge Pitt Meadows Arts Council (MRPAC) expired at the end of 2023 and has continued on a month-to-month basis. The MRPAC has requested an operating agreement with the City of Maple Ridge which includes an increase to the operating grant and/or for the City to assume maintenance responsibilities of the ACT Arts Centre. City staff is providing recommendations on how to proceed with the operating agreement and lease.

### ANALYSIS:

#### Discussion:

An internal staff working group was created to review the existing agreement and identify opportunities for a new agreement for Council's review and direction. As a result, staff propose the following changes to the operating agreement and lease for the Maple Ridge Pitt Meadows Art council:

1. 3-year Operating and Lease Agreement – January 1, 2024 to December 31, 2026.
2. Increase the Operating Grant to 3% per year for the Maple Ridge Pitt Meadows Arts Council for day-to-day operations and maintenance.
3. An additional 2% of the total operating grant each year be provided to the City's Facilities Department to take on additional preventative maintenance work at the ACT Arts Center.
4. Increase to the Maple Ridge Pitt Meadows Arts Councils operating reserves.
5. Include the Service Level Agreement (SLA) in the updated lease as it has only been a verbal agreement.
6. City access to the ACT Arts Centre at no cost for the following:
  - a. City would like full access to the ACT Arts Centre quarterly (*updated from once a year, which is booked for the Youth Talent Show*). Dates to be determined that align with the ACT's programming and event scheduling timeline.
  - b. Access to the Studio Theatre and/or lobby or combination of both once a month. Dates to be determined that align with the ACT's programming and event scheduling timeline.
  - c. Celebrate the Night annual celebration in October- access to building, roof and power as needed for the fireworks display and event set up.
  - d. Canada Day- access to building, roof and power as needed for the fireworks display and event set up.
  - e. Other large city events that develop and require access to building, roof and power as needed for the event set up.
7. Support to our Artists in Residence by providing a space at no charge once a quarter to allow them to engage with our community at the ACT Arts Center.
8. Include the following community engagement requirements in the operating agreement:
  - a. To engage with the residents of Maple Ridge at community events a minimum of twice a year that revolves around education on the arts. This is to provide education to residents on different types of arts and culture in conjunction with the promotion of programs and productions offered at the ACT Arts Centre.

- b. Host an ACT Arts Centre open house event, free to residents, once a year, where residents can try programs, activities, have a mini performance, etc.

**Financial Impact:**

6-year view - 2024 to 2029:

	2024	2025	2026	2027	2028	2029
<b>Current Approved 2% Operating Grant for MRPMAC</b>	784,000	800,000	817,000	835,000	853,000	872,000

<b>3% Operating Grant for MRPMAC</b>	784,000	808,000	832,000	858,000	884,000	910,000
<b>Additional 2% for City Facilities team</b>	-	16,000	17,000	17,000	18,000	18,000
<b>Total</b>	784,000	822,000	849,000	875,000	902,000	928,000

**CONCLUSION:**

City staff would like to come to an agreed upon operating agreement and lease to present to the Maple Ridge Pitt Meadows Arts Council as well as any parameters to start any negotiations. This is to ensure arts and culture services are maintained in the City through the Maple Ridge Pitt Meadows Art Council until which time the City decides to review the operating model for the delivery of art and culture services in the City of Maple Ridge.

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Prepared by: Cidalia Martin, Director of Recreation Services

**Attachments:**

- (A) 'Societies Act' Constitution and By-Laws of Maple Ridge and Pitt Meadows Arts Council
- (B) Maple Ridge Pitt Meadows Arts Council Strategic Plan 2023 – 2026
- (C) Case for Expanded Partnership between the City of Maple Ridge and the Maple Ridge Pitt Meadows Arts Council
- (D) 2021 – 2023 Arts Centre Lease and Operating Agreement
- (E) Current ACT Arts Centre Service Level Agreement (SLA)
- (F) ACT Arts Centre Service Level Agreement (SLA) changes as requested by the Maple Ridge Pitt Meadows Arts Council

## Report Approval Details

Document Title:	2024-10-15 - ACT DRAFT Operating Agreement and Lease .docx
Attachments:	<ul style="list-style-type: none"><li>- Attachment A - 'Societies Act' Constitution and By-Laws of Maple Ridge and Pitt Meadows Arts Council.pdf</li><li>- Attachment B - Maple Ridge Pitt Meadows Arts Council Strategic Plan 2023 – 2026.pdf</li><li>- Attachment C - Case for Expanded Partnership between the City of Maple Ridge and the Maple Ridge Pitt Meadows Arts Council.pdf</li><li>- Attachment D - 2021 – 2023 Arts Centre Lease and Operating Agreement.pdf</li><li>- Attachment E - Current ACT Arts Centre Service Level Agreement (SLA).pdf</li><li>- Attachment F - ACT Arts Centre Service Level Agreement (SLA) changes as requested by the MRPMAC.xlsx</li></ul>
Final Approval Date:	Oct 11, 2024

This report and all of its attachments were approved and signed as outlined below:

Cidalia Martin, Director of Recreation Services

Scott Hartman, Chief Administrative Officer

**‘SOCIETIES ACT’ CONSTITUTION AND BY-LAWS  
OF  
MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
(Article 1 = name of Society)

**ARTICLE 2 - PURPOSES**

The purpose of this Society shall be to increase and broaden the opportunities for citizens to enjoy and to participate in cultural activities, and shall include the following activities:

1. To provide for the coordination and provision of visual, literary and performing arts opportunities for the benefit of residents of the region.
2. To stimulate and encourage the development of cultural projects and activities.
3. To render service to all participating groups.
4. To act as a clearinghouse for information on cultural projects and activities.
5. To foster interest and pride in the cultural heritage of this community.
6. To enlist public interest and promote public understanding of cultural groups to the community.
7. To bring to the attention of civic, provincial and federal authorities the cultural needs of this community.
8. To provide scholarships to students pursuing education in the arts to students in the School District 42 catchment area.

## MAPLE RIDGE PITT MEADOWS ARTS COUNCIL

### SCHEDULE A BYLAWS

#### **ARTICLE 1 – MEMBERSHIP**

1.1 There are two classes of members voting and non-voting. Regular voting members are:

- a) A person, subscribing to the objects of the Society and engaged in or interested in cultural activities may apply to the directors for membership in the Society and on acceptance by the directors and on payment of the annual dues set forth, shall be a member.
- b) A group or business may apply for membership. Upon acceptance by the Board they must appoint a designated representative to attend and vote at general meetings.

1.2 Employees of the society may become non-voting members of the Society.

1.3 All members are in good standing except a member who has failed to pay the current annual membership fees or any other subscription or debt due and owing by the member to the Society and the member is not in good standing so long as the debt remains unpaid.

1.4 A person shall cease to be a member of the Society:

- a) by delivering their resignation in writing to the secretary of the Society or by mailing or delivering it to the address of the Society, or
- b) on their death or in the case of a group, business, society or corporation on dissolution, or
- c) by being expelled, or
- d) by failing to pay the annual membership fees

1.5 A member may be expelled by a special resolution of the members passed at a general meeting or by a majority vote of the Board of Directors.

1.6 Every member shall uphold the constitution and comply with these by-laws and all Society policies.

1.7 Annual membership fees in the Maple Ridge Pitt Meadows Arts Council shall be determined from time to time by the Board of Directors.

1.8 Meeting of Members

- a) The Annual General Meeting of the Society shall be held within 120 days from the fiscal year end upon a date and at a time set by the Directors.
- b) Special General Meetings may be called by the Board of Directors at any time.
- c) At least fourteen days regular or electronic written notice of all Annual and General Meetings of the Council shall be given the members, specifying the time and place of such meeting.
- d) At all General Meetings of the Society each individual member in good standing who is personally present, shall be entitled to one vote and a group or business member may appoint a representative to vote on their behalf. A member in good standing is one who has paid their membership dues and been ratified by the Board.

- e) No business shall be transacted at any Annual or Special General Meeting unless a quorum consisting of 15 (fifteen) members in good standing shall be present.
- f) If 10% of the members of the society in good standing request the calling of a Special General Meeting in writing, specifying therein the object for which such a meeting is called, the Board of Directors must call the Special Meeting in accordance with the *Societies Act*.
- g) Accidental omission to give notice to, or the non-receipt of notice by, any of the members entitled to receive notice, does not invalidate proceedings at the meeting.

## **ARTICLE 2 – DIRECTORS**

2.1 There shall be a maximum of thirteen elected Directors of the Society including Past President.

## **ARTICLE 3 – ELECTION OF OFFICERS AND DIRECTORS**

3.1 A nominating Committee comprised of a minimum of three members of the society, the Chair of which shall be a member of the Board of Directors, shall be appointed by the Board a minimum of one hundred and twenty days prior to each Annual General Meeting and such Nominating Committee shall present the nominations for Directors to the membership for election at the Annual General Meeting. The Nominating Committee may submit a report of recommendations of Directors to be elected.

3.2 No salaried employee, nor any member of the family of such employee of the Society shall be eligible to election as Director for the duration of such employee’s employment with the Society, nor for a period of two years thereafter, nor shall any member of the family of a Director become eligible to be elected a Director during the term of office of such Director.

3.3 For the purposes of the foregoing, “family member” shall be defined as: father, mother, siblings, children, husband, wife, common law partner, same sex partner, grandparents, grandchildren, stepparents, stepchildren, stepbrothers or sisters or step grandparents or step grandchildren.

3.4 Subject to the foregoing, the Directors of the Society shall be elected from and by the membership of the Society at the Annual General Meeting. The Directors of the Society shall each be elected for a three-year term. The three-year terms shall be staggered so that each year four directors are elected. At each succeeding Annual General Meeting, four directors shall be elected for a three-year term. Whenever a Director’s position has been vacated midterm it will be specified upon election of a new Director what length of term is being filled.

3.5 The maximum term served by any Director of the Society shall normally be six consecutive years except that the President may remain on the Board for seven years.

3.6 The Directors shall elect from among their number the Executive Committee each year immediately following the Annual General Meeting by a majority vote. The Executive Committee of the Society shall be: Past President, President, Vice President, Secretary, and Treasurer.

## **ARTICLE 4 – REPLACEMENT AND REMOVAL OF DIRECTORS**

4.1 Director vacancies may be filled from the membership by the Directors as needed. The length of time served, whether as an appointee or as an elected Director serving out the remainder of a vacant Director’s term, will not count towards the six consecutive year limit.

4.2 The Society may by special resolution remove any director before the expiration of their period of office and may by ordinary resolution appoint another member of the Society in his place in the manner set out in the Societies Act.

## **ARTICLE 5 – DUTIES OF OFFICERS AND DIRECTORS**

5.1 The Board of Directors shall be responsible for the oversight of the business of the Society.

5.2 The President is the Chair and shall preside over all meetings of the Society and of the Directors unless the members or directors decide otherwise.

5.3 The Vice President shall carry out the duties of the President during his/her absence

5.4 The Board may by resolution create committees for the purposes of conducting Society business. Such committees are to be chaired by a member of the Board but the membership may include members of the Society and other individuals as required. Committees shall operate in a manner consistent with that of the Board and meeting minutes shall be available to all of the Board for their information.

5.5 The secretary must make the necessary arrangements for the following:

- a) the conduct of the correspondence of the society;
- b) the issuance of notices of meetings of the society and directors;
- c) the keeping of minutes of all meetings of the society and directors;
- d) the proper custody of all records and documents of the society except those required to be kept by the treasurer;
- e) the maintenance of the register of members.

5.6 The treasurer must make the necessary arrangements for the following:

- a) the keeping of the financial records, including books of account, necessary to comply with the *Societies Act*, and
- b) the rendering of financial statements to the directors, members and others when required.

## **ARTICLE 6– MEETINGS**

6.1 Meetings of the Board of Directors:

- a) Meetings of the Board of Directors and of the Executive Committee shall be held on an agreed to schedule by the Board and from time to time at the call of the President.
- b) At least seven days' notice shall be given of all meetings of the Board of Directors.
- c) No business shall be transacted at any meeting of the Board of Directors unless a quorum consisting of 50% of the members entitled to vote, shall be present
- d) A resolution in writing signed by all Directors or individual response by e-mail, and placed with the minutes of the Directors meetings is as valid and effective as if regularly passed at a meeting of Directors.
- e) Discussions at Board meetings shall be confidential within the Directors and the official spokesperson(s) for the Board is the President and the Executive Director or a delegate appointed by the Board.

## **ARTICLE 7 - BORROWING OF MONEY**

7.1 The Board of Directors may, upon a three-fourths majority vote of the directors, raise or borrow any sum or sums of money for the purpose of the Society either at one time, or from time to time, and at such rate of interest, and in such manner and form, and upon such security as shall be specified in such resolution; and for this purpose may mortgage, pledge, hypothecate and charge all or any part of the property of the Society now held or hereafter to be acquired.

## **ARTICLE 8 – AUDITORS**

8.1 The accounts of the Society shall be examined by an independent accountant, and that accountant will prepare an annual financial statement in the form of an audited financial report to be presented to the membership at the Annual General Meeting.

## **ARTICLE 9– INSPECTION**

9.1 The official records of the Society pursuant to s. 20(1) of the *Act* will be open to the inspection of the Members. Members, and other persons, do not have the right to inspect or seek the disclosure of any other official record of the Society, including the Director’s meeting minutes and accounting records, without the Board’s approval and at their sole discretion. The Board of the Society will establish procedures for the inspection and disclosure of any official records.

## **ARTICLE 10 – AMENDMENTS**

10.1 This Constitution may be added to, altered or amended by a two-thirds majority of the members present at any Annual or General Meeting of the Society, provided that notice of such addition, alteration or amendment shall have been delivered to the members 14 days in advance of the meeting.

## **ARTICLE 11 – NOTICE**

11.1 A notice may be given to a Member or a Director either personally, by delivery, courier or by mail posted to such person’s Registered Address, or, where a Member or Director has provided a fax number or e-mail address, by fax or e-mail, respectively.

## **ARTICLE 12 – MUNICIPAL LIAISONS**

12.1 Liaisons from community and civic organizations are received from time to time as deemed appropriate by the Board of Directors and/or as outlined in agreements. All liaisons shall be non-voting members of the Board and shall not attend in camera meetings of the Board.

## **ARTICLE 13 – DISSOLUTION**

13.1 That upon winding up or dissolution of the Society, the assets which remain after payment of all costs, charges and expenses which are properly incurred in the winding up shall be distributed to such, charitable arts organization or organizations registered under the provisions of the *Income Tax Act (Canada)* as may be determined by the members of the Society at the time of winding up or dissolution.

## **ARTICLE 14 – PLACE OF OPERATION**

14.1 The operations of the Maple Ridge Pitt Meadows Arts Council are to be chiefly carried on in the area known as School District 42, in the Province of British Columbia.

**Maple Ridge and Pitt Meadows Arts Council**

# STRATEGIC

# PLAN

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**2023-2026**

# VISION | MISSION | VALUES



## Vision

To bring the arts to  
the heart of our  
community



## Mission

We work in partnership  
with the community to  
develop, promote and  
celebrate the arts



## Values

Leadership  
Collaboration  
Integrity  
Diversity  
Accessibility  
Innovation  
Enjoyment

# STRATEGIC PLAN OVERVIEW



This strategic plan encompasses a time of significant change in the Maple Ridge-Pitt Meadows area. The COVID-19 pandemic has disrupted many sectors, none more so than the arts. The MRPM Arts Council/ ACT Arts Centre has weathered closures, limits on gathering sizes and rebuilding of public trust in returning to large indoor activities.

In addition, the region has experienced an unprecedented growth in population. The demographics have shifted, with a significant increase in the number of young families and a greater diversity of cultures and origins. In many areas of the Arts Council's four programming areas- the theatres, learning programs, the art gallery and community events and activities - programming, demand has increased, while in others, participation has not yet achieved to pre-pandemic levels.

Over the three years envisioned in this plan, The MRPM Arts Council/ACT Arts Centre will be focused on the following sequential goals:

- ▶ Stabilize staffing and develop a sustainable staffing structure to support increased capacity;
- ▶ Broaden programming to reflect the diversity of Maple Ridge communities;
- ▶ Deepen relationships with all program participants and with local partners



# PROGRAMMING MANDATE



The ACT recognizes it is a community-serving organization, obligated to provide a diversity of programming to reach, attract and serve its population. The MRPM Arts Council and ACT Arts Centre is committed to:

- ▶ Presenting high-quality exhibitions and performances featuring primarily Canadian artists;
- ▶ Bringing a diverse balance of artistic and educational programming;
- ▶ Developing The ACT Arts Centre as an inclusive centre for arts and culture within the community, appealing to a wide range of interests and ages;
- ▶ Creating mutually beneficial opportunities within our resources, with other not-for-profit arts and community organizations that will strengthen and diversify the cultural sector;
- ▶ Encouraging and supporting local artists and arts organizations through the execution of our vision, mission and values.



# KEY PROGRAMMING & AREAS OF SERVICE



## ACT PRESENTS SERIES

A primarily live performance series with music, theatre, dance, variety, family and other genres, the Presenting series serves the regions through a variety of genres. The ACT Presents is currently rebuilding after COVID, to bring audiences back to live entertainment.

### OBJECTIVES

- Return to, and maintain, pre-pandemic performances levels, leveraging The ACT's experience that weekend productions are most desirable for patrons.
- Increase audiences using three key strategies – attracting new patrons aligned with the changing demographics of Maple Ridge and the surrounding areas, win back former patrons, and encourage greater participation among existing patrons.
- Increase audiences by programming diverse experiences aligned with changing demographics, including families.

## ART GALLERY

The Arts Gallery offers 5-6 exhibitions a year featuring professional and community artists. The goal is to be reflective of the community, which is growing in diversity and increasingly including families.

### OBJECTIVES

- Maintain 5-6 exhibitions a year in the main Gallery.
- Increase diversity of mediums and cultural backgrounds of artists.
- Grow relationship between Arts Learning and Art Gallery areas, expanding engagement offerings for each exhibit, focusing on families and youth.

## ARTS LEARNING PROGRAMS

Arts learning programming for all ages has seen a strong return to in-person attendance. Programs take place at The ACT and when capacity allows, at satellite locations such as the Albion Community Centre and several elementary schools. It operates with scarce resources, so, with a goal of stabilization, greater focus will be given to in-house activities, rather than increasing satellite locations.

### OBJECTIVES

- Grow the relationship between Art Gallery and Arts Learning areas by creating and maintaining educational interactive content for Gallery exhibitions.
- Increase programming for children (under 5) and youth (12 – 18 years).
- Increase registrations per class to an overall 90% of capacity.
- Include programming with Indigenous focus and content.

## COMMUNITY ENGAGEMENT

Community engagement programming includes a series of programs in collaboration with community partners which brings the community together for primarily free-of-charge celebrations. These events should be strategic with the goal of introducing new patrons to the facility and its programs and services.

### OBJECTIVES

- In partnership with the City of Maple Ridge, program 4-5 free family-oriented activities each year, which promote a deeper engagement with The ACT's programming year-round programming.
- Develop and deepen relationships with Katzie and Kwantlen First Nations, Métis and other Indigenous peoples who are residents of the territory.

# OPERATIONAL AREAS



Operational areas at of the MRPM Arts Council /The ACT support the functional program areas above.

## GOVERNANCE

### OVERVIEW

The MRPM Arts Council /ACT Arts Centre Board of Directors is made up of up to thirteen members elected from the membership. Three liaison positions representing the City of Maple Ridge staff and Council and School District 42 sit at the Board table and are non-voting. The Board operates as a governance board, setting policy and direction which is carried out by the staff.

The Board of Directors belong to a broader group of volunteers that are integral to the operations of The ACT Arts Centre. Volunteering has faced a number of changes over the pandemic period and The ACT is interested in ensuring it is operating under the best practices of volunteerism, at both the operational and board levels.

### OBJECTIVES

- Increase and maintain the number of Board members to a full component of 12.
- Maintain diversity of Board by age, gender, industry, and cultural background.
- Improve the Board's engagement with individual Maple Ridge Councillors, MLAs and MPs.
- Operate with the best practices in volunteerism.
- Review and continue developing a reconciliation, equity, diversity, inclusion and access (REDIA) approach/framework to guide practices and organizational culture.

## STAFFING (INCLUDING VOLUNTEERS)

### OVERVIEW

The ACT Arts Centre's activity has expanded beyond pre-pandemic levels, but as a result of historic labour shortages, staffing has not returned to a similar level. Staffing and volunteer shortages have placed a strain on the existing staff and has resulted in little redundancy in positions and functions.

The MRPM Arts Council envisions developing a staffing structure that is optimal for current and future years. As a service-delivery organization, recruitment, and retention of qualified staff in all operational areas will be key to success.

### OBJECTIVES

- Optimize staffing structure to ensure redundancy and efficiency in each department.
- Build to a core team of 60 volunteers.
- Develop a redundancy and succession plan for the Artistic and Executive Director position.

# OPERATIONS/THEATRES

## OVERVIEW

Operations/Theatres includes a wide range of areas that interact and connect with all organizational departments – including technical, event services, rentals, IT, and safety and security.

Strategic capital and maintenance planning is essential for supporting departmental objectives and on-going organizational development. A robust rental calendar contributes to the organization's growth and fosters community relationships.

## OBJECTIVES

- Safeguard operational capacity through strategic capital planning with City of Maple Ridge, owners of the facility.
- Ensure the theatre is equipped to current standards, as needed for programming.
- Build a more robust and specialized call list for the tech department.
- Prioritize local rentals to maximize community engagement and partnerships.

# AUDIENCE/PATRON ENGAGEMENT

## OVERVIEW

Audience engagement intersects with all functional areas, maximizing participation within the programs and ensuring The ACT has a strong presence in the community. While some high-level objectives are mentioned in this plan, audience engagement will develop a much more detailed marketing plan.

## OBJECTIVES

- Increase programming and tickets sales through larger marketing campaigns.
- Grow social media
- Implement a 360 approach to marketing through increased collaboration and streamlined processes.
- Ensure branding supports marketing across all platforms and media.

# FINANCE

## OVERVIEW

The pandemic illuminated the need for greater operational reserves while also providing substantial operating and recovery funding from the provincial and federal government, resulting in reserves to support the re-establishment of programming and audience base. Developing a fiscally-responsible and flexible investment policy and strategy for operating and capital reserves will be a major financial focus over the course of this plan.

A broader foundation for on-going fundraising is needed for long-term stability.

## RESERVES

### OBJECTIVES

- Increase the operational reserve to 12- 18 months of operating expenses.
- Ensure operational revenues sustain the organization.
- Develop an investment strategy for the short, medium and long term that includes investment and usage policies.

## FUNDRAISING

### OBJECTIVES

- Increase, retain and upgrade annual fund donor base.
- Develop an operational process to increase donor participation and engagement
- Maintain and grow corporate sponsorships and partnerships.



Submitted to the City of Maple Ridge  
Friday, May 10, 2024

## Case for Expanded Partnership between the City of Maple Ridge and the Maple Ridge and Pitt Meadows Arts Council

**Case for increased support:** To sustain long-term services provided to the community and to build capacity to accommodate increased service delivery for a growing population, the MRPM AC is proposing a two-fold strategy; an increase in the operating grant and/or for the City to assume maintenance responsibilities, or a portion thereof, for The ACT Arts Centre facility. The Board of Directors has reviewed 5-year projections and the current level of funding will not be sufficient for the Arts Council to continue to operate under the terms of the current agreement.

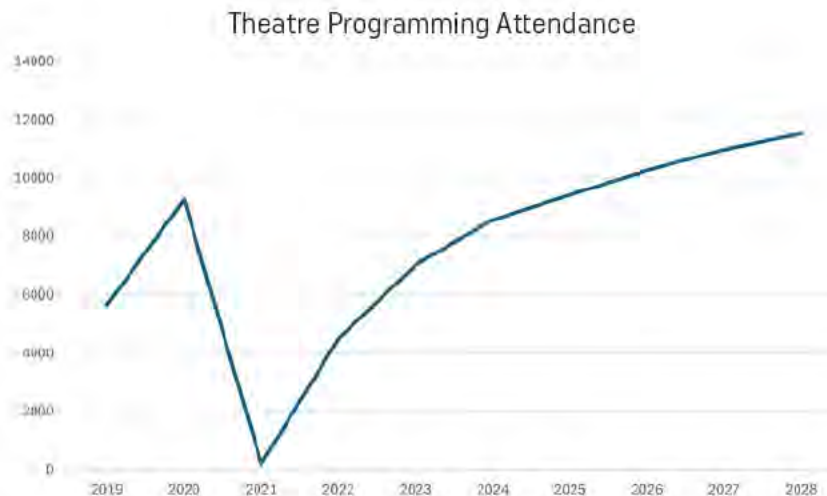
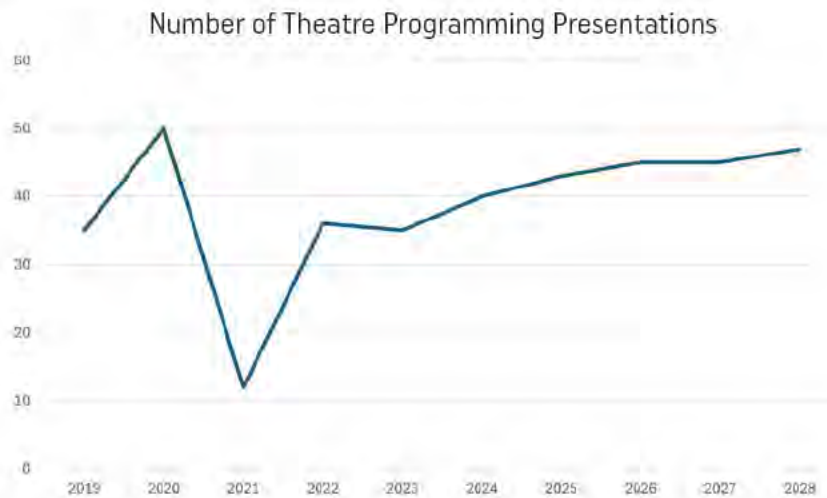
The landscape/operational environment has seen significant change since the pandemic, including but not limited to the following:

- **Long-term sustainability of the operating agreement**  
The percentage of operating support received from the municipality has fallen against operating costs, from a 5-year pre-pandemic average of 36%, to a current forecast of 32%, with a further drop projected to 26% over the next five years per the existing agreement. Going forward, it is clear that the level of support will not keep pace with inflation and rising labour costs.
- **Increasing costs to maintain an aging facility**  
The ACT is entering its 24th year of operation, and the cost of maintaining the building has steadily risen both as a percentage of Arts Council operating budgets and as a percentage of the operating grant we receive from the city for running programs. The proportion of the operating grant that can be allocated to programming will therefore continue to shrink unless the operating grant is significantly increased and the city takes on some or all maintenance responsibilities.
- **Population growth and demographic trends in Maple Ridge** require an increase in programming capacity. With the city expected to outpace both provincial and national growth rates, it is crucial that **maintaining and supporting the existing cultural infrastructure is not sidelined in order to fund new and additional infrastructure.**
- **Assuring and building capacity for long-term service delivery.** Responding to reduced staffing levels and labour shortages brought on by the pandemic, the first focus of the Arts Council's strategic direction is to address capacity, present and future, to protect and support service delivery of the three core programs: Theatre Live performance programs, Art Gallery, and Arts Learning programs, which over the past year has provided between 40% and 60% of non-Planet Ice recreational activity programming in the city. Several times during post-pandemic recovery, the Arts Council was forced to pause service delivery due to insufficient staff to carry out program delivery. We must ensure staffing structure that can withstand vacancies.

- **Alignment with cultural investment in nearby and competing municipalities.** In neighbouring communities, municipal investment is up to 50% of operating budgets for similar centres and service delivery organizations. As Maple Ridge continues to grow, neither the Arts Council nor the City will be able to continue to operate the Centre without more investment to address increased demand of services.

## Programs Participation and Forecast

Outcomes with increased investment:



Theatre programming outcomes:

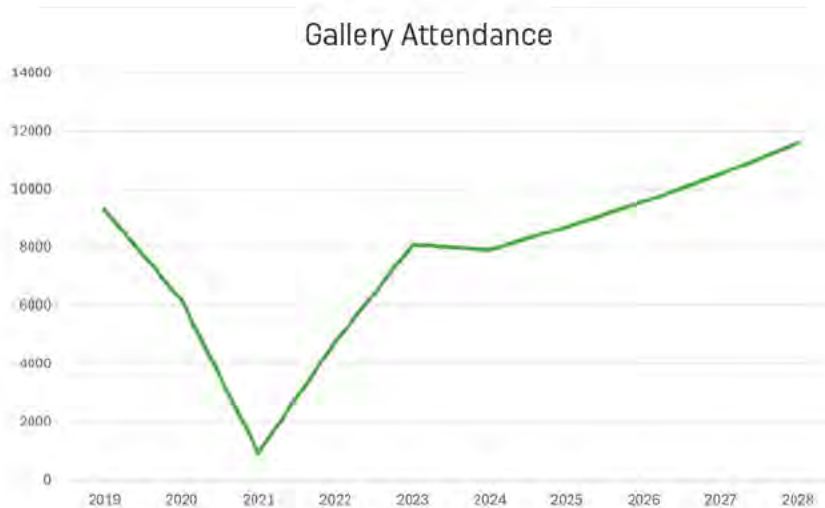
- Absorb 10% annual growth in live theatre participation capacity and programming
- Extend the performance season with high-quality entertainment options that will attract both residents in Maple Ridge and visitors from neighbouring communities
- Increase the number and variety of performances to ensure quality entertainment and cultural options for diverse interests are available to all residents of Maple Ridge
- Expand specialized programming for families with children aged 18 months to 4 years old
- Expand family programming in the mainstage theatre
- Re-instate theatre performances for school-aged youth to promote early connection to the arts
- Reduce reliance on rental income, allowing more flexibility for use for community events



*Period of 2021-2024 reflects staffing vacancies in the department*

**Arts Learning Programs outcomes:**

- Capacity to program more learning classes to make full use of all ACT spaces
- Program therapeutic and special needs art classes
- Continuation and expansion of after-school classes off-site in SD 42
- Capacity to consider and manage learning programs in other locations



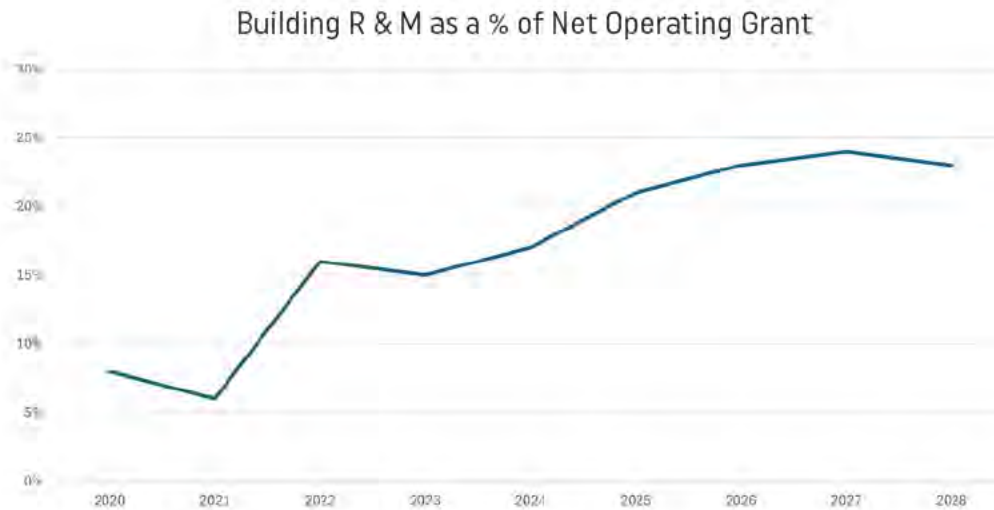
**Gallery programming outcomes:**

- Addition of a bi-annual children and family-focused summer exhibition (Gallery previously 'dark' in summer)
- Development of a variety of age-appropriate interactive exhibition materials
- Expanded Gallery activities - Artists Talks and *Inside/Out* lecture series

# Building Repairs and Maintenance Expense Actuals and Projected as Percentage of Operating Grant

Repairs & Maintenance as a % of net Grant year/year (grant inc 2% model)

2020	2021	2022	2023	2024	2025	2026	2027	2028
8%	6%	16%	15%	17%	21%	23%	24%	23%



Includes: janitorial, elevator, building systems, theatre supplies, contract services, maintenance

## Safety and facility horizon events and recurring expenses

- 2025 \$10,000 conservative estimate for Gala lift maintenance (Mainstage Theatre)  
\$16,500 added for full painting of building interior over budget duration
- 2026 \$4,000 inspection of fly system
- 2027 \$15,000 re-rigging of fly system



# Positioning Arts Council Core Staff for Growth and Sustainability

**Summary:** The ACT was built as the "heart of the community" and as such merits appropriate investment to preserve it. To ensure resiliency in key program delivery areas, prevent program disruptions due to staff vacancies, realize growth as envisioned in the Arts Council strategic plan, and meet increased demand of Maple Ridge's growing population, the Arts Council will return to pre-pandemic levels of core FT and PT staffing in 2024, per the changes outlined below.

## Staff positions in 2019 (pre-pandemic):

	Full-Time	Part Time	Total
2019	14	4	18

## Current and strategic staffing through 2026:

Core Staff Positions	Full-Time	Part Time	Total
2023	14	4	18
2024	15	3	18
2025	15	7	22
2026	17	6	23

- 2024 - Accounting Clerk PT to FT
- 2025 - Performing Arts Programmer - P/T; ALP Associate Programmer - P/T; A/P Clerk - P/T; Assistant Theatre Administrator - Casual P/T
- 2026 - Assistant Technical Director Theatre FT; A/P Clerk #2 transition P/T to F/T in potential Finance Officer vacancy

## Projected financial impacts

- BC Employers Health tax in 2026 forward, as the charitable exemption threshold will have been met.
- 2028 - One-time Executive search expenses as mandated by the Operating Agreement
- Annual increases at 3% + recruiting costs

## Core payroll staffing 2024-2028

*Staffing chart and plan previously provided to CoMR*

2024	2025	2026	2027	2028
1,003,561	1,199,920	1,322,746	1,375,656	1,430,674
	20%	10%	4%	4%

# Financial Outlook

Projected cost of Arts Council operating the Centre with 2% annual increases to operating grant, over five years:

\*Please note that YE projections below are as of March 31, and have been shared with CoMR staff. The earlier version shared with CoMR staff in February was based on the January 2024 forecast.

## Five-Year Budgets Calculated at Current Funding Level:

Maple Ridge and Pitt Meadows Arts Council		2025		2026		2027		2028	
Forecast at March 31 2024		FORECAST	% OP	FORECAST	% OP	FORECAST	% OP	FORECAST	% OP
Model - 2%/yr inc per CoMR prior agreements			EXP		EXP		EXP		EXP
<b>Operating Revenue</b>									
MR Operating Grant - basic grant net of rent	1	750,983	29.00%	766,003	28.00%	781,323	27.00%	796,949	26.00%
MR Operating Grant rent allowance		80,000		80,000		80,000		80,000	
<b>Total Grants</b>	2	972,118		988,025		1,004,271		1,022,566	
Arts Council Presentations		312,205		324,683		337,660		351,155	
Ticket Centre Revenue		109,917		113,215		116,611		120,109	
Event Services		197,313		203,233		209,330		215,610	
Arts Learning Programs		416,901		433,445		450,646		468,532	
Art Gallery		14,610		15,186		15,785		16,408	
Rentals		404,096		416,188		428,642		441,470	
Investment Revenue to Operating	3	126,628		128,988		91,977		95,063	
Fundraising	4	115,533		120,250		125,258		130,576	
<b>Total Revenue from Operations</b>		<b>2,670,869</b>		<b>2,744,775</b>		<b>2,781,759</b>		<b>2,863,082</b>	
<b>Operating Expense</b>									
Arts Council Presentations		257,618		265,346		273,307		281,506	
Ticket Centre		1,995		2,055		2,116		2,180	
Event Services		59,468		61,252		63,090		64,982	
Arts Programs		229,818		236,712		243,814		251,128	
Art Gallery		22,921		23,609		24,317		25,047	
Community Programs	5	23,047		24,624		26,203		27,784	
Marketing	6	110,011		87,562		90,189		92,894	
Fundraising		13,859		14,273		14,702		15,143	
Administration		187,065		192,677		198,457		204,411	
Rent		80,000		80,000		80,000		80,000	
Building	7	159,873		176,966		189,804		199,847	
Utilities		83,440		85,943		88,521		91,177	
Payroll	8	1,589,995		1,746,847		1,825,612		1,951,923	
Bank Charges		44,237		45,564		46,931		48,339	
<b>Total Operating Expense</b>		<b>2,863,346</b>		<b>3,043,431</b>		<b>3,167,062</b>		<b>3,317,361</b>	
<i>Shortfall resolution tbd</i>									
<b>Operating Revenue Over (under) expense</b>			<b>(192,477)</b>		<b>(298,656)</b>		<b>(385,303)</b>		<b>(454,278)</b>

### FOOTNOTES:

- Operating grant calculated as 2 % increase percentage at most recent agreement
- Currently at top of Gaming grant limit for our category
- Projected investment rev to operating based on Dec 2024 assets <250,000> for operating account, yielding 8%/yr; 5% of annual yield assigned to operations 2025/26, 3.5% in 2027-forward
- Fundraising/Sponsorships - Annual Fund projections assumed at 7% annual increase
- Scholarships are budgeted to grow at one \$1500 youth scholarship per year
- Marketing includes a one-time rebrand in 2025
- Building includes 2025 service and inspection of Main Theatre stage Gala lift, in addition to the budgeted 3% assumption over the 2024 forecast

### ADDITIONAL CONSIDERATIONS FOR OPERATING EXPENSE

Administration - 6720-11 - Hardware / Software - \$7,000 estimate for facility upgrade of wifi/internet capacity anticipated in 2025  
 Arts Council capital expenditures are not included in the operating budget; they will be outlined in a 5-year capital plan and funding will need to be determined.

### Assumptions and outcomes

- Decrease in programming and operations to offset deficits
- Exploration of fee-for-service model to reduce building expenses and risk to Arts Council

## **Projected Lost Opportunities from Maintaining Current 2% Annual Increase in Investment**

- Program capacity will remain static or even decrease, while demand for services increases
  - Residents of Maple Ridge will look to neighbouring communities for programs to meet their needs
  - The facility will need to be rented out more frequently and for longer periods to cover increased costs, limiting programming opportunities and community use
  - Increased fees for tickets and fee-based activities will be implemented to cover costs
  - Offsite programming will be reduced and possibly discontinued
-

## Five-Year Budgets Calculated with Increased Support as a Percentage of Operating Expense:

Maple Ridge and Pitt Meadows Arts Council									
Forecast at March 31 2024									
Model - Grant → to 42% operating expense over 5 yrs									
	2025		2026		2027		2028		
	FORECAST	% OP	FORECAST	% OP	FORECAST	% OP	FORECAST	% OP	
	EXP		EXP		EXP		EXP		
<b>Operating Revenue</b>									
MR Operating Grant - <i>basic grant net of rent</i>	1	944,904	33.00%	1,095,635	36.00%	1,235,154	39.00%	1,360,118	41.00%
MR Operating Grant rent allowance		80,000		80,000		80,000		80,000	
Other Grants	2	141,135		142,022		142,949		145,617	
Arts Council Presentations		312,205		324,683		337,660		351,155	
Ticket Centre Revenue		109,917		113,215		116,611		120,109	
Event Services		197,313		203,233		209,330		215,610	
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Investment Revenue to Operating	3	126,628		128,988		91,977		95,063	
Fundraising	4	115,533		120,250		125,258		130,576	
<b>Total Revenue from Operations</b>		<b>2,863,243</b>		<b>3,072,845</b>		<b>3,234,012</b>		<b>3,424,657</b>	
<b>Operating Expense</b>									
Arts Council Presentations		257,618		265,346		273,307		281,506	
Ticket Centre		1,995		2,055		2,116		2,180	
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Shortfall resolution tbd

### FOOTNOTES:

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### ADDITIONAL CONSIDERATIONS FOR OPERATING EXPENSE

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Arts Council capital expenditures are not included in the operating budget; they will be outlined in a 5-year capital plan and funding will need to be determined.

### Assumptions and outcomes

- CoMR funding model begins at 33% in 2024/2025 and gradually increases the operating grant towards 50/50 partnership over 5 years and/or assumes maintenance costs with corresponding reduction in operating grant
- Arts Council keeps pace with municipal growth and demand for programs.
- Arts Council reduces dependence on rentals opens up greater access to The ACT for City and community-based use

## Conclusion:

Under past mutually beneficial agreements, the City of Maple Ridge has enjoyed significant cultural services provided by the Arts Council and the Arts Council has embraced the opportunities for impact presented by the major cultural asset of the ACT Arts Centre. This arrangement has worked well for both parties since the opening of the Centre in 2003. However, the landscape of the community and society as a whole must be acknowledged and addressed if the Centre is to maintain its role in the life of the City and offer a scope of services unparalleled by any other society-operated facility in the lower Mainland. With additional and appropriate municipal support, the Arts Council stands ready and uniquely able to meet the demands of a growing community.

To be clear, under the conditions and circumstances outlined in this brief, the Arts Council is requesting the following:

- Full disclosure of the recent facility depreciation assessment to the Arts Council's Board of Directors, to enable them to make informed risk assessment decisions on the Service Level Agreement (SLA);
- Based on the facility depreciation assessment, that the City of Maple Ridge assume some or all of the maintenance expenses of The ACT;
- Significant increase in the operating grant beginning in 2024, and a commitment to towards equally- shared support of The ACT and Arts Council programs, over 5-7 years, to plan for long-term sustainability of the relationship;
- Acknowledgement that, in the Arts Council's view, since the prolonged vacancy and subsequent restructuring of the Manager of Arts and Community Connections position at the City of Maple Ridge in 2022, the relationship between the Arts Council and the City of Maple Ridge has deteriorated. To strengthen and preserve this important relationship for the long-term, the Arts Council proposes an additional communication mechanism (**draft for discussion attached at the end of this document**), to ensure that this relationship and its many benefits is sustained.

Delays by the City in the negotiation process have now pushed the adoption of a Service Level Agreement, the renewal of the Operating Agreement and the Lease **five months past the expiry of the last agreement**. Both the Lease and Operating Agreement have "time shall be of the essence" clauses, and we feel that this has not been respected by the City of Maple Ridge in the current negotiations. The Arts Council is currently in the budgeting process for 2024/2025, which must be in place no later than at the end of our fiscal year, June 30. Without certainty and clarity about the SLA, the Operating Agreement and Lease, the Arts Council will make operational decisions on the side of extreme financial caution.

We are happy to provide any further information but do ask for timely responses to our requests and proposals. We welcome City of Maple Ridge counter-proposals, in order to move these agreements forward.

Most respectfully,

**The Maple Ridge and Pitt Meadows Arts Council Board of Directors**

*PROPOSED May 2024*

Proposed ACT Arts Centre /City of  
Maple Ridge Working Group  
**Terms of Reference, April 2024**

Name	ACT Arts Centre Working Group
Mandate/Purpose	<ul style="list-style-type: none"> <li>• To maintain an active and transparent relationship between the decision-makers of the City of Maple Ridge and the Maple Ridge and Pitt Meadows Arts Council Society;</li> <li>• To work together collaboratively to ensure successful operations and stewardship of the ACT Arts Centre facility and programming;</li> <li>• To plan for the long-term sustainability of this major civic cultural asset, its operations and programming.</li> </ul>
Scope	<ul style="list-style-type: none"> <li>• Support the planning, coordination and implementation of joint operational processes and procedures;</li> <li>• Review major decisions as defined in the Operating Agreement, Service Level Agreement and Lease;</li> <li>• Advise on and support capital and infrastructure planning (both City and Society-led projects), the prioritization of facility renewal work and the development of strategies in response to operational impacts;</li> <li>• Provide input regarding internal and external communications strategies;</li> <li>• Provide input to guide and strengthen unique opportunities and potential of the relationship model</li> </ul>

	<ul style="list-style-type: none"> <li>• Review and make recommendations for changes to the Operating Agreement, Service Level Agreement and Lease and other agreements as required;</li> <li>• Advise on the negotiation and renewal of the Operating Agreement, Service Level Agreement and Lease;</li> <li>• Oversee mediation and/or mitigation of any conflicts in relation to the Operating Agreement, Service Level Agreement and Lease</li> </ul>
<p>Membership and Stakeholders</p>	<p>Core Working Group Membership will include:</p> <ul style="list-style-type: none"> <li>• Two (2) Council Members</li> <li>• Two (2) MRPM Arts Council Board Members</li> <li>• Executive Director, MRPM Arts Council</li> <li>• Senior Manager, Operations or Finance, MRPM Arts Council</li> <li>• CAO, CoMR</li> <li>• Manager, Parks, Recreation and Culture, CoMR</li> <li>• CoMR Staff liaison</li> </ul> <p>Other City staff, MRPM Arts Council Staff, consultants and community stakeholder advisors will be invited as needed.</p>
<p>Meeting Frequency</p>	<p>Meetings will be scheduled a minimum of two (2) times per year.</p> <p>Additional meetings will be scheduled as needed.</p>

Governance	<p>Advise the civic capital renewal team, arts programming services and major project teams as needed in relation to facility operations, maintenance, renewal and shared investment;</p> <p>Advise, communicate with and report to Council and the MRPM AC Board as required.</p>
Rules of Procedure	Committee procedures are governed by these Council-approved Terms of Reference and by:

	<p>Council Conduct Bylaw No. 7637-2020 and the MRPM AC Code of conduct available on the MRPM AC website.</p> <p>Whenever possible, the group will be asked to aim for consensus. When consensus is not possible, minority opinions will be captured in meeting notes, reports to Council, and other methods of reporting.</p>
	All Working Group members are required for quorum.

## ARTS CENTRE LEASE

This LEASE dated as of this 1<sup>st</sup> day of January 2021

BETWEEN:

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

(the "Landlord")

OF THE FIRST PART

AND:

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

(the "Tenant")

OF THE SECOND PART

WHEREAS:

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

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

### 1.0 INTERPRETATION

#### 1.1 Rights And Obligations

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

#### 1.2 Dispute Resolution

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

### 1.3 Net Lease

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

### 1.4 Entire Agreement

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

### 1.5 Definitions

In this Lease:

- (a) **"Additional Rent"** means:
  - (i) all other amounts due and payable by the Tenant hereunder other than Basic Rent, whether or not specifically referred to as Rent;
  - (ii) all monies to be paid by the Tenant to the Landlord pursuant to the Arts Centre Operating Agreement and all costs, expenses, losses and damages suffered by the Landlord as a result of any breach of the Arts Centre Operating Agreement by the Tenant.
- (b) **"Arts Centre Operating Agreement"** means that certain Agreement made between the Tenant and the Landlord, made as of the 1<sup>st</sup> day of January 2021, annexed hereto as Schedule "B".
- (c) **"Basic Rent"** as of any particular time means the net basic rental provided for in this Lease as specified in Section 3.2 of this Lease together with any other and additional amounts which are herein expressed to be added to and made part of Basic Rent, other than Additional Rent.
- (d) **"Commencement Date"** means the 1<sup>st</sup> day of January 2021.
- (e) **"Day" or "Days"** means a calendar day or calendar days.

- (f) **"End of the Term"** means the day that is the last day of the Term of this Lease, being December 31, 2023.
- (g) **"Event of Delay"** means any event or circumstance, regardless of whether it was foreseeable, that prevents a party from performing any of its obligations under this Lease, other than an obligation to pay money, a party that uses reasonable efforts to do so, except that an Event of Delay will not include a party's financial hardship, an increase in prices, or a change of law.
- (h) **"Government Body"** means any municipal, provincial, federal, school, or other public statutory authority, or department or agency thereof.
- (i) **"Hazardous Substances"** means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
- (i) radioactive materials;
  - (ii) explosives;
  - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
  - (iv) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
    - (A) endangers the health, safety or welfare of persons or the health of animal life;
    - (B) interferes with normal enjoyment of life or property;
    - (C) causes damage to plant life or to property; or
    - (D) toxic substances; and
  - (v) substances declared to be hazardous or toxic or special waste under any law or regulation now or hereafter enacted or promulgated by any Government Body having jurisdiction over the Landlord, the Tenant or the Premises.
- (j) **"Landlord's Capital Replacement Fund"** means the fund established by the Landlord to provide a source of funds to implement the Landlord's Capital Replacement Plan.
- (k) **"Landlord's Capital Replacement Plan"** means the capital replacement plan prepared by the Landlord for the Premises, for those improvements constructed or installed by the Landlord to the Premises.
- (l) **"Facility Service Level Guidelines"** refers to an operational document that further defines the obligations of Landlord and Tenant for the Premises and Facility, which may be updated by mutual agreement of both parties from time to time.

- (m) **"Landlord's Lands"** means the lands legally described as:  
  
Lot 118, Except Firstly: Part subdivided by Plan 68843, Secondly: Part Subdivided by Plan LMP46699 and Thirdly: Part Subdivided by Plan LMP46997, District Lot 398 and 401, Group 1, NWD, Plan 60552.
- (n) **"Lease"** means this document and the attached schedules.
- (o) **"Leasehold Improvements"** means all improvements, alterations, partitions, or fixtures from time to time installed for or by the Tenant in the Premises, except for furniture and readily removable trade fixtures and equipment which are not hard wired or plumbed.
- (p) **"Operating Expenses"** means all costs and expenses in connection with the operation and maintenance of all or any portion of the Premises and, without restricting the generality of the foregoing, includes all costs relating to insurance, life safety systems, charges for water, gas, air conditioning, electricity and other utilities, salaries and wages and all independent service contracts and supplies incurred in cleaning, maintenance, garbage collection and disposal, operation, security, repairs, renovations and maintenance of all portions of the Premises and operating systems excluding heating, ventilation and air conditioning.
- (q) **"Premises"** means the building located on a portion of the Landlord's Lands as more particularly delineated in dimensional heavy black lines shown on the plan attached hereto as Schedule "A" together with all replacements, alterations, additions, changes, improvements or repairs thereto.
- (r) **"Prime Rate"** means the annual percentage rate of interest established from time to time by the Bank of Montreal or any successor thereto as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate.
- (s) **"Rent"** means collectively, Basic Rent and Additional Rent.
- (t) **"Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties, and excises whatsoever which are now or may hereafter be levied, imposed, rated, charged or assessed upon or with respect to the Premises, or any part thereof or any personal property of the Landlord used therefore whether levied, imposed, rated, or assessed by any government body or otherwise, and whether or not now customary or in the contemplation of the parties on the date of this Lease and all interest and penalties relating thereto. Without restricting the generality of the foregoing, Taxes shall include all:
- (i) real property taxes, general and special assessments, and capital taxes;
  - (ii) taxes, fees, levies, charges, assessments, rates, duties, and excises for transit, housing, schools, police, fire, or other governmental services, or for purported benefits to the Premises;

- (iii) local improvement taxes, service payments in lieu of taxes, and taxes, fees, levies, charges, assessments, rates, duties, and excises, however described, that may be levied, rated, or assessed as a substitute for, or as an addition to, in whole or in part, any property taxes or local improvement taxes;
- (iv) costs and expenses, including legal and other professional fees and interest and penalties on deferred payments, incurred by the Landlord in contesting or appealing any taxes, assessments, rates, levies, duties, excises, charges, or other amounts as aforesaid; but Taxes shall exclude all of the following:
  - (i) income tax under Part I of the *Income Tax Act* (Canada) as it existed on the Commencement Date to the extent that such taxes are not levied in lieu of such Taxes; and
  - (ii) the Tenant's Taxes.
- (u) **"Tenant's Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties, and excises which are now or may hereafter be levied, imposed, rated, or assessed by any lawful authority relating to or in respect of the business or other activities carried on by the Tenant or relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture, and movable partitions owned or installed by the Tenant at the expense of the Tenant or being the property of the Tenant.
- (v) **"Term"** means a term of 3 years starting on January 1, 2021.
- (w) **"Utility Costs"** shall mean all charges for water, gas, telephone, electric light and power, and all other utilities and services used on or in respect of the Premises or any part thereof, whether separately metered to the Premises or as allocated by the Landlord, acting reasonably to the Premises together with all costs and charges for all fittings, machines, apparatus, meters, and any other thing leased or supplied in respect thereof and all costs and charges for all work and services performed by any corporation, authority, or commission in connection with such utilities and services in respect of the Premises, whether separately charged to the Premises or allocated by the Landlord, acting reasonably, to the Premises.

#### 1.6 Currency

All references to money are to lawful currency of Canada.

#### 1.7 Severability

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

#### 1.8 Governing Law

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

## 1.9 Construction

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

## 2.0 EARLY POSSESSION AND DEMISE

### 2.1 Early Possession

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

### 2.2 Demise

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

## 3.0 BASIC RENT AND ADDITIONAL RENT

### 3.1 Paying Rent

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

### 3.2 Basic Rent

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

### 3.3 Additional Rent

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

3.3.2 The Tenant shall pay or cause to be paid all Utility Costs, Tenant's Taxes and Operating Expenses directly to the Government Body or other utility, agency or company levying such charge at the time any such Utility Cost, Tax or Operating Expense is due or as the Landlord may direct and provide the Landlord with proof of payment on demand. If the Tenant fails to

pay such amounts, the Landlord may, but is not obliged to, pay such amount and the Tenant shall pay to the Landlord the amount of any such payment as Additional Rent.

#### 3.4 Interest on Arrears

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

#### 3.5 Irregular Periods

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

#### 3.6 Applicable Taxes

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

#### 3.7 Delinquent Taxes

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

#### 4.0 THE PREMISES

##### 4.1 Possession and Use of Premises

The Tenant will:

- (a) take occupancy of the Premises on the Commencement Date, and at the request of the Landlord, sign an acknowledgment as to the Commencement Date;
- (b) manage and operate the Premises in accordance with the terms herein and the terms of the Arts Centre Operating Agreement;

- (c) not allow anyone except for its employees, clients and other persons lawfully having business with the Tenant, or permitted sub-tenants, to use or occupy the Premises;
- (d) use the Premises only for use as an arts centre for arts and culture programs and services pursuant to the Arts Centre Operating Agreement;
- (e) use and operate the facilities and the services existing within the Premises in a first class manner in keeping with the standards maintained by other similar facilities in the Metro Vancouver region;
- (f) not let the Premises remain vacant for more than four consecutive Days;
- (g) not cause any waste or damage to the Premises;
- (h) not let the Premises become untidy or unsightly, and at the end of each day leave them in such condition that they are clean and tidy;
- (i) in respect of the Tenant's activities on the Premises, at its own cost and expense, comply with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations or orders from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises or any part thereof relating to Hazardous Substances and the protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Premises or the Landlord's Lands or any part thereof constituting an offence thereunder or be in breach thereof and shall not bring upon the Premises, the Landlord's Lands, or any part thereof, or cause or suffer the bringing upon the Premises or the Landlord's Lands or any part thereof, any Hazardous Substances and, if at any time, notwithstanding the foregoing covenants of the Tenant:
  - (i) there are any Hazardous Substances upon the Premises or the Landlord's Lands or a part thereof as a result of the Tenant's use, occupation of or activities on the Premises; and
  - (ii) there is an occurrence of any event on the Premises or the Landlord's Lands or any part thereof arising from the Tenant's activities, operations, use or occupation of or on the Premises constituting an offence under or a breach of any applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders from time to time in force relating to Hazardous Substances;

the Tenant shall, at its own expense:

- (iii) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this section;
- (iv) promptly remove the Hazardous Substances from the Premises or the Landlord's Lands or any part thereof in a manner which conforms with all

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

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

notwithstanding any rule of law or equity to the contrary such Hazardous Substances shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous substances to the Premises or the Landlord's Lands and notwithstanding the expiry or earlier termination of this Lease;

- (o) the obligations of the Tenant in subsections 4.1(g), 4.1(h), 4.1(i), 4.1(j), 4.1(l), and 4.1(n) inclusive shall survive the End of the Term;
- (p) to make the Premises available to the Landlord for its functions at mutually agreed upon times when the Tenant does not require the Premises for scheduled programs and rentals during non-prime times. Specifically, the Landlord shall have access to the Premises as follows:
  - Booking, at no charge, for municipal events and programs:
    - i) One use of the full Premises per year including main stage theatre and breakout rooms; and
    - ii) Three studio theatre uses per year; and
  - Booking at a discounted rental fee at government rates negotiated between the two parties for additional bookings.

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

#### 4.2 Complying with Laws

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

#### 4.3 Tenant's Quiet Enjoyment

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

#### 4.4 Additional Easements - Landlord's Lands

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

#### 5.0 DISPOSITIONS

##### 5.1 Assigning and Sub-Letting

The Tenant will not assign this Lease or sub-let or part with possession of the whole or any part of the Premises for the whole or any part of the Term without the written consent of the Landlord, which consent shall be in the sole and unfettered discretion of the Landlord, provided that the Tenant may allow a portion of the Premises to be used and occupied under license to third parties for scheduled programming and rentals as a community arts and culture facility.

##### 5.2 Landlord's Assignment

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

##### 5.3 Mortgaging

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

#### 6.0 REPAIRS, RENOVATIONS, DAMAGE AND EXPROPRIATION

##### 6.1 Landlord's Tangible Capital Replacement

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

### Landlord's Structural Facility Repairs

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

### 6.2 Tenant's Repairs

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

### 6.3 Inspection and Access

With 48 hours advance notice to the tenant, the Landlord's representatives may enter the Premises from time to time and at all reasonable times, and at any time during any emergency, to:

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

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

### 6.4 Tenant Renovations

The Tenant will not modify, construct, install, or alter the Premises without the Landlord's prior written consent. When requesting that consent, the Tenant will give the Landlord a copy of reasonably detailed drawings and specifications for the proposed work and names of contractors and subcontractors who will perform such work. The Tenant will do such approved work at its sole cost and expense in a good and workmanlike manner, in accordance with the drawings and specifications the Landlord has approved, and in accordance with the Landlord's reasonable requirements. The Tenant will use contractors and subcontractors to whom the Landlord has consented, except that the Tenant may use its own employees provided such employees carry out such construction, installation or alteration in accordance with all

manufacturers or equipment suppliers requirements and industry standards and subject to the foregoing, the Landlord may designate the contractors, and subcontractors to be used for mechanical, structural, or electrical design and work. The Landlord's reasonable costs of providing consent, inspection, and supervision with respect to any such work are to be paid for by the Tenant as Additional Rent. Upon completing any work, the Tenant will deliver to the Landlord a full set of as-built drawings which the Landlord may keep.

#### 6.5 Liens

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

#### 6.6 Tenant to Discharge Lien

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

#### 6.7 Tenant to Reimburse Landlord

The Tenant will reimburse the Landlord for all costs of the Landlord arising out of or in any way connected with section 6.5 or 6.6 or any builder's lien or other lien arising as a result of any activity of the Tenant under this Lease or on the Premises or the Landlord's Lands.

#### 6.8 Tenant's Negligence and Liability

Despite section 6.1, if any part of the Premises or the Landlord's Lands, including utilities systems, needs repair or replacement by reason of the fault, omission or negligence of the Tenant or its employees, contractors, invitees or licensees, the Tenant will be responsible for repair and restoration thereof at its own expense therefore and for any resulting or consequential injury, loss or damage whether or not such repair or replacement is covered by the Landlord's Capital Replacement Plan.

## 6.9 Damage or Destruction

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

## 6.10 Expropriation

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

## 7.0 SURRENDERING PREMISES AND REMOVING FIXTURES

### 7.1 Surrender

At the end of the Term or earlier termination of this Lease, the Tenant will surrender possession of the Premises and the Tenant's Leasehold Improvements to the Landlord, without compensation, in the condition in which the Tenant was obliged to keep them during the Term. The Tenant's Leasehold Improvements will remain the Landlord's property, except for those which the Tenant is obliged to remove under Section 7.2.

### 7.2 Removal of Fixtures

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

### 7.3 Survival

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

## 8.0 LIABILITY-INDEMNIFICATION AND INSURANCE

### 8.1 Limitation of Landlord's Liability

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

### 8.2 Indemnification - General

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

- (a) any breach, violation or non-performance by the Tenant of any obligation contained in this Lease to be observed or performed by the Tenant;
- (b) any damage to the property of the Tenant, any sub-tenant, licensee, or any person claiming through or under the Tenant or any sub-tenant or licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, occupation, repair or maintenance of the Premises;
- (c) any injury to any person, including death, resulting at any time therefrom, occurring in or about the Premises or the Landlord's Lands;
- (d) any wrongful or unlawful act or neglect of the Tenant, its invitees and licensees, in and about the Premises or the Landlord's Lands;
- (e) the Premises or the Landlord's Lands or any portion thereof not being suitable for use by the Tenant;
- (f) any release or alleged release of any Hazardous Substances at or from the Premises for the Landlord's Lands+ arising or resulting from or in relation to any act or omission or of the use of occupation of the Premises by the Tenant or any person for whom in law the Tenant is responsible;

- (g) the need to take any remedial action and the taking of such action as a result of Hazardous Substances on the Premises or the Landlord's Lands or any portion thereof; or
- (h) any injury to any person (including death), property damage or other loss or damage including damage to property outside the Premises or the Landlord's Lands or any portion thereof, arising out of or in any way connected with the manufacture, storage, transportation, handling or discharge of Hazardous Substances on or from the Premises.

### 8.3 Survival of Indemnities

The obligations of the Tenant to indemnify the Landlord shall apply and continue notwithstanding the End of the Term, any termination of this Lease or breach of this Lease by the Landlord, or negligence on the part of the Landlord, its elected officials, officers, servants, agents, employers, contractors and subcontractors anything in this Lease to the contrary notwithstanding.

### 8.4 Tenant's Insurance

The Tenant will obtain and maintain in good standing:

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

The Tenant will obtain all such insurance in at least those amounts set out in Section 8.4 (a) as it relates to the liability insurance policies, and otherwise in those amounts a prudent owner of comparable space in a comparable building in the Greater Vancouver area would obtain and maintain from time to time. All such insurance policies will:

- (e) include the Tenant and the Landlord with respect to the insurance policy specified in Section 8.4(a) as named insureds;
- (f) contain a waiver of any right of subrogation or recourse by the Tenant's insurer against the Landlord or its employees, agents, contractors, whether or not any loss is caused by the act, omission or negligence of the Landlord or its employees, agents, contractors;
- (g) provide that the insurer will give the Landlord 30 days' prior written notice of cancellation, material alteration or lapse of any policy; and
- (h) provide that such policies will not be invalidated with respect to the interest of the Landlord by reason of any breach or violation of any warranties, representations, declarations, or conditions contained in the policies. The Tenant will effect all such policies with insurers and upon terms satisfactory to the Landlord. The Tenant will give the Landlord certified copies of its insurance policies evidencing all such insurance and its renewal. The Tenant will pay the premium for each policy. If the Tenant fails to obtain or maintain any such insurance, the Landlord may do so as the Tenant's agent and at the Tenant's costs. The Tenant will review all its policies annually to ensure that they are up to date and will obtain and maintain such other insurance as required by the Landlord from time to time.

#### 8.5 Landlord's Insurance

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

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

##### 9.1 Landlord May Perform Covenants

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

## 9.2 Right of Re-Entry on Default or Termination

If and whenever:

- (a) the Tenant fails to pay any Rent after it is due and after five Days' notice of late Rent from the Landlord; or
- (b) the Tenant defaults in observing or performing any of its obligations and fails to cure that default within 30 days after the Landlord gives the Tenant notice specifying the nature of the default, or no time for cure in the event of emergency circumstances, or where the Tenant has failed to keep in force the required insurance, or where the default is not curable;
- (c) the Tenant ceases to be or operate as a not-for-profit entity;
- (d) this Lease is terminated under any provision hereof;
- (e) the Landlord has become entitled to terminate this Lease; or
- (f) the Tenant abandons the Premises or any part thereof,

then, in each and every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forced entry if necessary, to enter into and upon the Premises or any part thereof in the name of the whole, and to terminate this Lease to repossess the Premises and enjoy as of its former estate, despite anything in this Lease to the contrary. If the Landlord terminates this Lease pursuant to this Section 9.2 or otherwise as a result of default of the Tenant, the Tenant shall be liable to the Landlord for the amounts payable pursuant to Section 9.10.

## 9.3 Termination and Re-Entry

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

## 9.4 Re-Letting

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

#### 9.5 Method and Waiver on Re-Entry

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

#### 9.6 Bankruptcy or Insolvency

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

#### 9.7 Distress

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

#### 9.8 Cumulative Remedies

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

### 9.9 Waiver and Condoning

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this Lease shall not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this Lease shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of Rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Tenant shall not waive such breach. No waiver by the Landlord shall be effective unless made in writing

### 9.10 Legal Fees

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

## 10.0 GENERAL PROVISIONS

### 10.1 Events of Delay

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

### 10.2 Overholding

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

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

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

### 10.3 Exhibiting Premises

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

### 10.4 Subordination

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

### 10.5 Certificates

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

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

### 10.6 Attornment

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

### 10.7 Notices

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

- (a) to the Landlord:  
City of Maple Ridge  
11995 Haney Place  
  
Maple Ridge, British Columbia V2X 6A9  
Attention: Municipal Clerk
- (b) to the Tenant:  
Maple Ridge and Pitt Meadows Arts Council  
11944 Haney Place  
Maple Ridge, British Columbia V2X 6G1  
Attention: The President

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

### 10.8 Time of Essence

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

### 10.9 Registration

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

### 10.10 Liability

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

10.11 Binding Effect

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

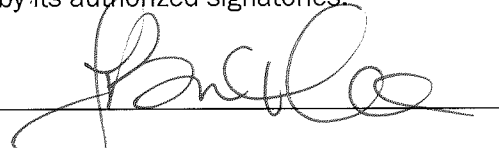
IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the day and year first above written.

CITY OF MAPLE RIDGE by its authorized signatory:

 **STEPHANIE NICHOLS**  
**CORPORATE OFFICER**  
\_\_\_\_\_  
Corporate Officer

Date: June 11, 2021

The MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL  
by its authorized signatories:

  
\_\_\_\_\_

Laura Butler, President  
\_\_\_\_\_  
Title

  
\_\_\_\_\_

Curtis Pendleton, Artistic and Executive Director  
\_\_\_\_\_  
Title

Date: June 10, 2021

SCHEDULE A

PREMISES

SCHEDULE "B"

ARTS CENTRE OPERATING AGREEMENT

**Schedule "B"**  
**ARTS CENTRE OPERATING AGREEMENT**

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

**BETWEEN:**

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

(the "City")

OF THE FIRST PART

**AND**

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

(the "Society")

OF THE SECOND PART

**WHEREAS:**

- A. The City of Maple Ridge provides recreation services to residents through the Parks, Recreation and Culture Department and works with community partners to meet these needs;
- B. The City of Maple Ridge and the Society have entered into a Lease dated for reference first day of January 2021 (the "Lease") with respect to the building located at 11944 Haney Place, Maple Ridge, legally described as part of PID: 001-041-967, Lot 118 Except: Firstly: Part Subdivided by Plan 68843; Secondly: Part Subdivided by Plan LMP46699; Thirdly: Part Subdivided by Plan LMP46997; District Lot 398 and 401 Group 1 New Westminster District Plan 60562 and known as Maple Ridge Arts Centre, Theatre and Gallery (the "Arts Centre");
- C. The City and the Society desire to provide for the co-ordination and provision of arts programs and services for the benefit of the residents of Maple Ridge and to provide for the operation of the Arts Centre, Theatre and Gallery (collectively the "Arts Centre") all as particularized in Part II of this Agreement (the "Operations");
- D. The operator of the Arts Centre must be a leadership organization that will play a key role to strengthen community arts groups, artists and the cultural sector; to build community wide connections and networks and to encourage an understanding of arts and culture in creating a healthy, vibrant community.
- E. The Society operates as a not-for-profit member based organization governed by a Board of Directors and managed by professional staff dedicated to promoting and encouraging appreciation for the arts as stated and outlined in the Society's Constitutional Purposes

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

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

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

**PART I - LEASE**

Grant

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

Cross Default

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

Parking

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

Termination

- 4. The parties agree that:
  - a. in addition to any terms of the Lease, termination of this Agreement whether by notice, effluxion of time or by operation of law shall operate as a termination of the Lease; or
  - b. if the Lease is terminated for any reason, the parties agree to negotiate a new Agreement to reflect the changed circumstances and reduced operating responsibilities for the Society under this Agreement, including reducing the amount of Operating Funds payable under this Agreement.
  - c. Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations

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

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

## **PART II – OPERATIONS AND FUNDING**

### Operating Funds

5. The City agrees to pay to the Society the following funds to manage and operate the Arts Centre and towards the provision of some cultural programs and services in accordance with and subject to the terms and conditions outlined in the Agreement:
  - a. For the 2021 calendar year, an annual amount of \$787,751 to be paid in equal monthly installments on the first day of each month;
  - b. For the 2022 calendar year, an annual amount of \$801,866 to be paid in equal monthly installments on the first day of each month; and
  - c. For the 2023 calendar year, an annual amount of \$816,263 to be paid in equal monthly installments on the first day of each month.

(collectively, the “Operating Funds”)

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

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

### Conditional Entitlement

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

### City's Covenants

7. The City agrees:
  - a. to assign a staff liaison (the "Staff Liaison") designated by the City who shall attend the meetings of the Board of Directors of the Society and the general meetings of the Society including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Society;
  - b. the Staff Liaison shall be the manager of this Agreement on behalf of the City;
  - c. to appoint one member of Council selected by the Mayor as a non-voting liaison to the Society's Board of Directors and permit the councillor to attend regular meetings of the Board of Directors;
  - d. to provide to the Society advertising space in its Parks, Recreation & Culture Guide (the "Guide") equivalent to the space customarily provided for arts programs and services in past issues of the Guide and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicise the Society's programs and services through the distribution of the Guide and any other avenues that may be available and appropriate;
  - e. to accept registrations for the programs described in paragraph 9 (i) and in accordance with the policies and procedures described in paragraph 9(n) and to remit such registration fees (net) to the Society at a mutually agreed upon schedule; and
  - f. to provide access to all City parks, recreation & culture facilities for the Society's arts programs at no cost, waiving base rent and pending availability. The Society will be responsible for any additional expenses incurred by the City beyond base rent (e.g. set up and tear down). For uses other than art programs, the City will provide access to City parks and leisure recreation facilities other than the Arts Centre in accordance with current booking and scheduling policies and procedures, and to charge the Society in accordance with the current fees and charges policy (see website [www.mapleridge.ca](http://www.mapleridge.ca)), noting that the Society shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Society will be responsible for any additional related expenses in operating a program from any of these facilities.
8. The City and Society may establish an Arts Centre Business Advisory Committee for limited periods in circumstances outlined in Schedule B and may appoint such members as outlined in Schedule B to such Committee. Any Committee established under this section 8 will function in accordance with the Terms of Reference attached to this Agreement as Schedule B, and in

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

### Society's Covenants

9. The Society agrees with the City:
  - a. to manage and operate the Arts Centre in accordance with this Agreement and the Lease for the intended purposes of the Arts Centre including arts and recreational programs, visual art exhibitions, social gatherings, meetings, presentations, small conferences, events, rentals, gallery shop, and for no other purpose save and except that which may be approved by the City from time to time. The Society will establish operating policies and procedures for its operations in line with its strategic plan;
  - b. to provide cultural programs and services which will be functioning primarily within the City's geographic area of jurisdiction, within the limits of available resources;
  - c. to deliver arts and cultural programs and services that take into consideration the City's strategic priorities, including community spirit and pride;
  - d. when developing cultural programs and services, to take into consideration a community development approach to provide member arts groups, community groups, school district, business and individuals the opportunities to connect, link, learn together, share assets and common interests, network and co-create through arts and culture where possible;
  - e. to actively participate in collaborative planning opportunities and city-wide initiatives related to arts and culture (e.g. committees for programming, promotions, volunteerism, public art, artist in residence, cultural planning, mapping, assessments and community development) that align with City's policies, vision and goals for the community and partners at large and the Society's goals within available resources;
  - f. to provide equal and reasonable opportunity for access to and use of the Arts Centre to all local organizations whether or not they hold membership in the Arts Council;
  - g. to allow local artists and arts groups reasonable access to and use of the Art Centre's exhibition and performance spaces and programs that supports the growth of local artistic expression and opportunities;
  - h. to participate with the City to negotiate in good faith with the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) for use of the Arts Centre on an "as available" basis based on current rate schedule.
  - i. to plan, promote and coordinate arts learning programs and services, including in the areas of theatre, arts programming, art gallery, and diverse cultural activities and educational programming, for all age groups, in similar variety, quantity, and quality to those provided in communities of similar size in the Province of British Columbia which provide similar resources for such services as are included in this Agreement. Further, the City recognizes that funding beyond the Operating Funds provided by the City under this Agreement is required to undertake all programs, operations and services, however other sources of funding will not be used to duplicate funding provided by the City;

- j. within the Society's available resources, to conduct surveys and evaluations and compile and analyze statistics and data on programs, services and operations to inform and meet strategic and business planning processes, monitoring and reporting requirements;
- k. to work with agencies, organizations and businesses involved in the delivery of arts, recreation and educational services to the residents of the community to ensure a commitment to a collaborative approach to quality programming while providing the most competent, cost effective delivery system to the community;
- l. to advertise the cultural programs in the City's Parks, Recreation & Culture Guide in accordance with all deadlines and standards established by the City for the production of the Guide in addition to utilizing other appropriate advertising methods;
- m. to provide low cost access to programs and services to the best of the Society's ability. This includes the provision of subsidized access for individuals referred through the City's Access Program to a level that maintains similar subsidized access as has occurred in previous years. An allotment of \$2,000 per year has been included in the Operating Funds to offset the Access Pass Program portion of the Society's financial access initiatives;
- n. to require participants to register in programs using the current computerized registration system or future systems yet to be determined in accordance with the current City's Parks, Recreation & Culture registration policies, deadlines and operational procedures, as appropriate and applicable;
- o. to include provision for appropriate levels of training and professional development opportunities for the Board of Directors, staff and volunteers of the Society within available resources in the Society's annual budget as part of best practices for a non-profit organization and in accordance with the Society's governance policy;
- p. to use good board governance practices and procedures including understanding of fiduciary duties. As part of good governance, the Society will support integrity, financial accountability, and compliance with all statutory and contractual requirements and will consider the needs of the community. The Society will demonstrate a commitment to collecting and considering community feedback to improve effectiveness, process and outcomes that benefit our community and stakeholders;
- q. to apply and maintain appropriate human resources management practices for non-profit organizations of similar size, scale and scope including:
  - (i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations;
  - (ii) appropriate levels of supervision for all direct and partnered activities and programs; and
  - (iii) fostering a culture of inclusivity by applying broad recruitment efforts and professional services where appropriate including the use of a professional recruiting firm to assist in the recruitment of the Society's executive director should that position become vacant at any time during the term of this Agreement.

- r. to support having qualified and competent persons to perform work as determined by the Society's strategic plans in the core areas of management and operation including the theatre, arts programming, art gallery and operating maintenance;
- s. to seek funding from diverse sources including grants, sponsorships and fundraising endeavours to support operations, programs and services as part of best practices and sustainability;
- t. to adhere to and align with identified City policies and procedures for civic owned facilities to the best of the Society's abilities and resources (e.g. safety, community development, volunteerism, criminal records check) as set out in Schedule E;
- u. to operate the Arts Centre in an efficient, effective and sustainable manner that takes into consideration the long-term viability of the Arts Centre;
- v. to acknowledge the City's support for the Society, its programs and activities as applicable in appropriate communications and promotional materials used to promote these activities and where space permits. The Society shall provide such acknowledgement by using the logos and/or names of the City in accordance with prescribed standards;
- w. to maintain the Arts Centre and the operating equipment contained therein in a clean and safe condition at all times and in good working order, excepting normal wear and tear. The Society shall have exclusive and absolute care, custody and control of the Arts Centre and the equipment contained therein during the terms of this Agreement. The equipment shall remain the property of the City of Maple Ridge with the exception of the Grotrian Steinweg concert grand piano and those chattels listed on Schedule "D" which are acknowledged to be the property of the Society. Details of capital replacement between the City and Society are outlined in the Lease;
- x. To obtain and maintain during the term of this Agreement, at the Society's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Society, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than \$5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail, and shall name the City of Maple Ridge and the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) as additional insured parties and shall provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party. In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Society and the Society hereby appoints the City as the Society's lawful attorney to do all things necessary for that purpose;
- y. To deliver a copy of each insurance policy required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance on request by the City;

- z. To maintain its status as a Society in good standing with the Registrar of Companies for the Province of British Columbia and to function in accordance with the policy attached hereto as Schedule “F”;
- aa. To maintain an open membership which will ensure all citizens of Maple Ridge may become members of the Society;
- bb. Not to amend the Constitution or the Bylaws of the Society without first informing the City of the intended amendment;
- cc. To restrict exclusive bookings of all or any part of the Arts Centre to no more than two continuous months in duration without written permission of the City having been first obtained, it being understood that the Society shall still be bound to perform all its obligations under this Agreement and the Lease;
- dd. Not to suffer, permit or allow any unlawful activities or conduct or any nuisance to exist nor suffer, permit or allow any conduct or activity that is in breach of the Human Rights Code;
- ee. To possess, occupy, use and operate the Arts Centre in accordance with all the terms and conditions of any licenses issued by any governmental authority;
- ff. To obtain and keep current all permits and licenses required by law to be obtained to operate the Arts Centre and to fulfill the Society’s obligations; and
- gg. To permit the Staff Liaison and the City’s representatives to attend meetings of the Society’s Board of Directors.

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

10. The Society must provide to the City:
- (a) a detailed strategic plan and a budget each year no later than September 1st, for the operation of the Arts Centre, and for the delivery of the Operations, programs and activities for review by the Staff Liaison (attached as Schedule C). The strategic plan and budget will be in alignment with the City’s vision and goals for community partners operating civic-owned facilities and will inform the City’s annual business plans;
  - (b) an Annual Report presentation each October following the Society’s AGM to the City including:
    - (i) audited financial statements including disclosure to identify fundraised amounts as noted in section 11c; and
    - (ii) annual statistics on Arts Centre use, program and participation attendance numbers for scope of programs and services offered, volunteer information and other relevant data;
  - (c) Reporting on the City’s requirements listed in section 9 during the term;

- (d) Three-year comparative statistics including projected year, based on the Society's fiscal year, provided to the Staff Liaison each fall for department business planning purposes; and
- (e) A projected three-year budget (e.g. 2021-2023) at the time of renewal.

11. The parties agree that:

- (a) Annual surpluses of the Society shall form part of the Accumulated Surplus for use by the Society as a Board-restricted operating reserve as follows:
  - i) the Society's capital assets or capital improvement funds do not form part of the Accumulated Surplus;
  - ii) until the amount in the Accumulated Surplus reaches \$350,000 or a minimum of three months of operating expenses, all annual surpluses shall be recorded as unrestricted net assets and remain the property of the Society;
  - iii) in any year that the amount in Accumulated Surplus is below \$350,000, the annual surpluses in that year shall be applied firstly to accumulated surpluses sufficient to a maximum balance of \$350,000. When, and in any year, the amount in Accumulated Surplus is \$350,000 or more, the Society must deposit the annual surplus up to \$100,000 with the City of Maple Ridge to be held by the City of Maple Ridge in an interest bearing Arts Centre Equipment Reserve ("ACER"); and
  - iv) where the accumulated surpluses exceed \$350,000, and after \$100,000 of any annual surplus for that year has been deposited in ACER, the balance of the annual surplus for that year must be divided equally between the Society and the City to be used as each sees fit;
- (b) the Society may establish a Capital Improvement Fund (CIF), with funds collected from a per ticket fee or similar mechanism that is charged to patrons, to be used for the sole purpose of capital improvements to the Arts Centre. This fund shall be restricted for this purpose in the Society's books;
- (c) monies received or fundraised by the Society remain the assets of the Society. These include:
  - i. All contributions from any source, including but not limited to individuals, foundations, corporations, partnerships, and societies.
  - ii. All sponsorships;
  - iii. All grant funding;
  - iv. All gifts or bequests that may be made to the Society;
  - v. Any income earned from any endowed funds;
  - vi. Any federal or provincial government contributions.

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

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

- (d) the Society shall deposit any monies from annual surpluses/excess, other than CIF and amounts identified as fundraised or donated in the audited statement, for the purposes of capital expenditure or improvement in the ACER fund with the City of Maple Ridge or expensed towards mutually agreed upon capital, maintenance or improvement items to be purchased;
- (e) capital equipment that becomes part of the infrastructure of the Arts Centre purchased by the Society becomes the property of the City of Maple Ridge;
- (f) equipment purchased through grants applied for by the Society remain the property of the Society if required under the conditions of the respective grant and will become part of the equipment list attached as Schedule D;
- (g) expenditures from ACER shall only be for Arts Centre equipment, mutually agreed upon maintenance and capital improvements, and shall be made by the Society following the Maple Ridge Purchasing Policy and reimbursed by the City of Maple Ridge upon provision of receipt for same; and
- (h) if any equipment previously purchased with ACER funds is sold by the Arts Council, the Society will deposit proceeds from such sale with the City of Maple Ridge in the ACER fund at time proceeds are received.

#### Indemnity

12. The Society will:

- (a) release the City and agrees not to sue the City of Maple Ridge in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the City to perform its obligations under this Agreement; and
- (b) indemnify, defend and save harmless the City, their elected officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits, liability, demands, actions, proceedings, costs (including legal costs), damages and expenses whatsoever, by whomsoever brought arising from:
  - (i) any breach, violation, default or non-performance by the Society of any provision of this Agreement;
  - (ii) any act, omission, or negligence of the Society, its officers, directors, members, contractors, volunteers or others of the Society
  - (iii) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the Arts Centre or the Operations of the Society.

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

### **PART III – GENERAL PROVISIONS**

13. The parties agree:

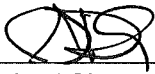
- a. this Agreement shall come into effect on January 1, 2021, and shall expire and cease to be binding on the parties on December 31, 2023, provided that any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;
- b. the terms of this Agreement may be reviewed and revised with the mutual consent of all parties;
- c. the City has not made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Society other than those contained in this Agreement;
- d. nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Society;
- e. wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;
- f. the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- g. nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Society as anything other than an independent contractor;
- h. no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;
- i. no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled or unless written consent or approval relating to the specific matter has first been obtained. Nor prior consent or approval and no condoning, excusing or overlooking by the City on previous occasions when such consent or approval was required shall be taken to operate as a waiver of the necessity for such consent or approval wherever required;
- j. if upon the expiry of the term of this Operating Agreement on December 31, 2023, the Society continues to occupy and operate the Arts Centre, the City may, at its discretion,

continue to pay the monthly Operating Fund amounts then in effect, and upon acceptance of the same by the Society each month, this Operating Agreement shall continue to be binding on the City and the Society on a month-to-month term, and during such over holding, the notice period shall be 30 days.

- k. time shall be of the essence of this Agreement; and
- l. this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

THE CITY OF MAPLE RIDGE  
in the presence of:

  
Authorized Signatory

Corporate Officer  
Title


  
Witness


June 11 2021  
Date


  
Authorized Signatory

Director, Recreation - Community  
Title Engagement

THE MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL  
in the presence of:

  
Authorized Signatory  
President, Arts Council  
Title

  
Witness

  
Authorized Signatory  
Artistic & Exec. Director  
Title

June 10, 2021  
Date

Schedule "A"  
SOCIETY'S CONSTITUTIONAL PURPOSES



October 2013

**'SOCIETIES ACT' CONSTITUTION AND BY-LAWS  
OF  
MAPLE RIDGE PITT MEADOWS ARTS COUNCIL  
(Article 1 = name of Society)**

**ARTICLE 2 - PURPOSES**

The purpose of this Society shall be to increase and broaden the opportunities for citizens to enjoy and to participate in cultural activities, and shall include the following activities:

1. To provide for the coordination and provision of visual, literary and performing arts opportunities for the benefit of residents of the region.
2. To stimulate and encourage the development of cultural projects and activities.
3. To render service to all participating groups.
4. To act as a clearinghouse for information on cultural projects and activities.
5. To foster interest and pride in the cultural heritage of this community.
6. To enlist public interest and promote public understanding of cultural groups to the community.
7. To bring to the attention of civic, provincial and federal authorities the cultural needs of this community.

**Additional Purpose – to be voted upon October 15, 2013 at the Societies AGM**

8. To provide scholarships to students in the SD#42 catchment area pursuing education in the arts.

## Schedule "B"

### ARTS CENTRE BUSINESS ADVISORY COMMITTEE TERMS OF REFERENCE

- (a) The Arts Centre Business Advisory Committee (Committee) will provide advice to the Society on matters referred to it by the Society and the City.
- (b) The Committee will be formed at the request of the City and Society and meet as needed to complete a specific task. The Committee will report on a regular basis to the Society's Board of Directors on its progress and provide advice and recommendations on the task assigned. Such matters may include but shall not be limited to the following:
  - tourism and other economic development opportunities
  - business and financial planning
  - organizational changes and re-structuring
  - new or emerging business practices in the arts sector
- (c) Committee membership will be established collaboratively by the City and Society who shall nominate one or two members each to the Committee.
- (d) The Committee shall be made up of no fewer than three and no more than seven appointees who shall be appointed at the beginning of each project. Additional appointees from the community will be recruited based on establishing criteria and may include representatives with skills, expertise, experience, diversity and age, as appropriate to the task. The duration would be determined by the Committee to complete the task and timeline for reporting to the Society's Board. The Committee shall select its own chair at its first meeting.
- (e) The City's Staff Liaison to the Society, the Executive Director of the Society or a designate may attend meetings to observe and provide information.
- (f) The Society will provide support to the Committee, preparing agenda and minutes in cooperation with the Committee Chair.
- (g) The Committee will provide a brief written report to the Board and City at regular meetings and its recommendations, findings and alternatives. The Board and City will consider recommendations and findings and/or alternatives as appropriate in consultations between the Board and City. The Committee will dissolve upon completion of the task.

**Schedule "C"**  
**STRATEGIC PLAN 2019-2021**

See attached document.

Schedule "D"

LIST OF EQUIPMENT OWNED BY THE SOCIETY

[September 2014]

MRPM Arts Council Property List:

- Grotian-Steinweg Concert Grand Piano
- Portable sound system
- Ben Q small Projector
- 50" Panasonic TV
- Antique Trunk
- 1 Skutt Electric kiln
- Rolling clay box
- Print Dryer
- Glass oval table
- 13" MacBook Pro laptop computer
- 2 Lenovo ThinkPad laptop computers
- Office furniture, supplies and computers for 5 staff
- Kitchen appliances, furniture, and dishes

Schedule "E"

CITY OF MAPLE RIDGE POLICIES

<u>Name</u>	<u>Policy No.</u>	<u>Date Approved</u>
Automatic External Defibrillator (AED) Policy *	P126	March 13, 2014
Criminal Records Check Policy	5.03	July 5, 1993
City of Maple Ridge Purchasing Policy	5.45	Nov. 10, 2004
Recreation Access Policy	4.23	June 13 2017
Volunteers Policy*	P127	Sept. 11, 2014

\*PLSC policies transitioned to CMR policies in 2018.

## Schedule "F"

### CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO AN OPERATING AGREEMENT

1. That the group maintain its status as a registered Society in good standing with the Provincial Registrar of Companies.
2. That the purposes of the Society listed in its Constitution encompass the programs and services for which the agreement is being entered into.
3. That the Society dissolution clause in its Constitution identify that the assets of the Society shall go to a local organisation with similar purposes or to the appropriate local government authority (to the City of Maple Ridge) upon dissolution of the Society.
4. That the Society's Bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organisation at a reasonable annual cost.
5. That the Society's Bylaws provide for regular (annual) elections to the Board of Directors from the Membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). The by laws should also provide for a maximum number of terms a member may serve on the Board before stepping down for at least one term.
6. That an audited financial statement be presented to the City on an annual basis if the operating grant is for an amount over \$75,000 annually. If the operating grant is for a smaller amount a statement must be presented which is subject to audit at the discretion and expense of the City.
7. That a detailed annual report of the programs and services provided to the community by the Society be provided to the City.
8. That the books and records of the Society are available to the City or its representatives for inspection at any time upon 24 hours notice having been provided requesting such notice.
9. That any changes to the Constitution or Bylaws of the Society be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.
10. That the Society prepares and presents a three-year financial plan for its operations to the City on an annual basis.

**SCHEDULE B**

**SERVICE LEVEL AGREEMENT**

**ACT Art Centre – 11944 Haney Place**

For purpose of this document, the parties are identified as follows:

Landlord:	City of Maple Ridge	CMR
Tenant:	The ACT Art Centre	ACT

This Service Level Agreement between the City of Maple Ridge (“CMR”), as Landlord, and the ACT Arts Centre, as Tenant, the Premises located at 11944 Haney Place, Maple Ridge, BC V6B 3L4.

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK
<b>1.</b>	<b>Heating, Ventilation and Air Conditioning</b>		
a	annual inspection	CMR	CMR
b	routine maintenance and repair	CMR	CMR
c	provision & replacement of filter material	CMR	CMR
d	cleaning of ducts	CMR	CMR
e	life cycle replacement	CMR	CMR
<b>2.</b>	<b>Plumbing Systems</b>		
a	preventive maintenance and repairs to hot water heat systems and domestic cold water systems	ACT	ACT
b	Lifecycle replacement of hot water heating systems and domestic cold water systems	CMR	CMR
c	repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	ACT	ACT
d	maintenance and repairs of sump pumps	ACT	ACT
e	life cycle replacement of sump pumps	CMR	CMR
<b>3.</b>	<b>Elevator Systems exclusive to or within the Premises</b>		
a	Lobby Elevator, Backstage elevator, & Orchestra Lift(Gala system) preventive maintenance and repairs	ACT	ACT
b	Lobby Elevator, Backstage elevator, & Orchestra Lift(Gala system) life cycle replacement	CMR	CMR

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK
<b>4.</b>	<b>Fire Protection &amp; Suppression Systems exclusive to or within the Premises</b>		
a	Fire extinguishers: monthly and annual inspection; repairs, recharging, and life cycle replacement	ACT	ACT
b	<b>Smoke detectors:</b> monthly and annual inspection; maintenance & repairs & life cycle replacement	ACT	ACT
c	<b>Fire alarm system:</b> monthly and annual inspection; maintenance, repairs	ACT	ACT
d	<b>Fire alarm system:</b> life cycle replacement	CMR	CMR
e	<b>Fire sprinkler system:</b> annual inspection maintenance and repairs	ACT	ACT
f	<b>Fire sprinkler system:</b> life cycle replacement	CMR	CMR
g	Smoke Vents repair	ACT	ACT
h	Smoke Vents life cycle replacement	CMR	CMR
<b>5.</b>	<b>Security Systems</b>		
a	system monitoring, inspection, maintenance and repair	ACT	ACT
b	life cycle replacement	ACT	ACT
c	repair, replacement, rekeying of all locks	ACT	ACT
<b>6.</b>	<b>Electrical Distribution Systems</b>		
a	inspection, maintenance and repair of wiring, breakers and electrical panels	ACT	ACT
b	Repair or replacement of switches, receptacles, cover plates	ACT	ACT
c	Life cycle replacement of wiring, and panels	CMR	CMR

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK
d	additions, enhancements to meet tenant's program needs, including ongoing maintenance	ACT	ACT
<b>7.</b>	<b>Lighting Systems exclusive to or within the Premises</b>		
a	bulb/tube replacement for interior lighting	ACT	ACT
b	annual inspection and maintenance of interior emergency/exit lighting	ACT	ACT
c	interior lighting ballast replacement	ACT	ACT
d	cleaning of interior light fixtures	ACT	ACT
e	life cycle replacement of interior and emergency/exit lighting systems	CMR	CMR
f	Maintenance and repair of all specialty lighting fixtures	ACT	ACT
g	Life cycle replacement of specialty lighting systems	CMR	CMR
h	Maintenance & repair of exterior lighting as defined in the architectural drawings	ACT	ACT
i	Life cycle replacement of exterior lighting	CMR	CMR
<b>8.</b>	<b>Interior and Exterior windows</b>		
a	breakage, routine repair and replacement of interior windows	ACT	ACT
b	breakage and routine repairs of exterior windows including awnings	CMR	CMR
c	life cycle replacement of exterior windows including awning	CMR	CMR

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK
d	cleaning of interior windows and interior surfaces of exterior windows	ACT	ACT
e	cleaning of exterior surfaces of exterior windows including awning	ACT	ACT
<b>9.</b>	<b>Interior and Exterior Doors</b>		
a	maintenance, repair and life cycle replacement of interior doors, including hardware	ACT	ACT
b	maintenance and repair of exterior doors, including hardware	ACT	ACT
c	life cycle replacement of exterior doors, including hardware	ACT	ACT
d	Replacement of interior & exterior doors due to structural damage(settling of building)	CMR	CMR
<b>10.</b>	<b>Interior Surfaces within the Premises</b>		
a	interior life cycle repainting	ACT	ACT
b	provision, maintenance and cleaning of window applications, including but not limited to blinds and curtains	ACT	ACT
c	repairs to interior walls and ceilings, including minor painting	ACT	ACT
d	life cycle replacement of ceiling tiles	ACT	ACT
e	interior repairs due to building systems failures such as roof leaks, exterior walls and foundation leaks, structural damage <i>not</i> caused by the Tenant's occupation or operations	CMR	CMR
f	Cleaning, maintenance and repair of floor coverings	ACT	ACT
g	life cycle replacement of floor coverings	CMR	CMR
<b>11.</b>	<b>Major Structural Systems</b>		

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK
a	maintenance and repairs of foundations, flooring sub-structure, building envelope including bearing walls, awning and roofing, due to <u>damage related to the tenancy</u>	CMR	ACT
b	replacements of foundations, flooring sub-structure, building envelope including bearing walls, awning and roofing, due to <u>damage not related to the tenancy</u>	CMR	CMR
c	repairs and painting of exterior surfaces	CMR	CMR
d	repairs and replacement of exterior windows	CMR	CMR
e	exterior life cycle repainting	CMR	CMR
f	cleaning of eaves troughs, gutters and awning	ACT	ACT
g	cleaning of roof drains and roof areas	ACT	ACT
<b>12.</b>	<b>Exterior Site Services</b>		
a	landscaping repairs & maintenance	CMR	CMR
b	general cleaning of grounds, litter disposal as defined in the architectural drawings	ACT	CMR
c	snow and ice removal from steps, walkways, entrances, fire exits and loading bay including the provision of de-icing materials	ACT	ACT
d	snow and ice removal with a path to the front entrance of building	CMR	CMR
e	repairs of water and sewage systems beyond the building perimeter (unless deemed to be caused by the Tenant)	CMR	CMR
f	maintenance & repair of loading bay area	ACT	ACT

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK
g	graffiti removal	ACT	ACT
h	pest control services for exterior area as defined in the architectural drawings	ACT	ACT
<b>13.</b>	<b>Exterior Signage for the Premises</b>		
a	maintenance & repair(note: currently not agreeing to pay for repairs and maintenance on currently installed sign on the fly tower as cost to do so is above and beyond reasonable maintenance costs due to location of signage)	?	?
	Life Cycle Replacement	CMR	CMR
<b>14.</b>	<b>Interior Signage within the Premises</b>		
a	design, installation, maintenance, repair and replacement	ACT	ACT
<b>15.</b>	<b>Audio/Visual Building and Performance Systems</b>		
a	inspection, maintenance, and repair of all audio/visual systems	ACT	ACT
b	life cycle replacement of all audio/visual systems	CMR/ACT	CMR
<b>16.</b>	<b>Janitorial Services within the Premises</b>		
a	routine janitorial/custodial services	ACT	ACT
b	janitorial/custodial services for performances or special events	ACT	ACT
c	provision of routine washroom supplies	ACT	ACT
d	provision of washroom supplies for performances or special events	ACT	ACT

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK
e	pest control services (interior)	ACT	ACT
<b>17.</b>	<b>Appliances, Program and Other Non-Installed Equipment within the Premises</b>		
a	inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	ACT	ACT
b	replacement of all appliances, program and non-installed equipment	ACT	ACT
c	maintenance, repair and replacement of furniture	ACT	ACT
<b>18.</b>	<b>Renovations and Upgrades within the Premises</b>		
a	any renovations, alterations, upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by CMR)	ACT	ACT
<b>19.</b>	<b>Utilities</b>		
a	electricity	ACT	ACT
b	gas	ACT	ACT
c	water and sewer	ACT	ACT
<b>20.</b>	<b>Business Operations</b>		
a	staff costs	ACT	ACT
b	telephone, internet & cable services	ACT	ACT

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK
c	Insurance (CGL, TLL, business interruption, contents, etc. in accordance to Article 6)	ACT	ACT
d	insurance (building shell)	ACT	ACT
e	supplies and equipment, including bathrooms, kitchens and meeting rooms, where applicable	ACT	ACT

- Items that
- Items that
- Items that

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Notes	RECURRING ANNUAL EXPENSE	VARIABLE EXPENSES	YEAR OF VARIABLE EXPENSE	CoMR RECURRING ANNUAL EXP	CoMR RECURRING VARIABLE EXP	ARTS COUNCIL RECURRING ANNUAL EXP	ARTS COUNCIL RECURRING VARIABLE EXP
Plumbing 2A	Preventive maintenance and repairs to hot water heat systems and domestic cold water systems unless Tenant damaged	CoMR	CoMR								
Plumbing 2B	Lifecycle replacement of hot water heating systems and domestic cold water systems	CoMR	CoMR	ESTIMATED BY MRPM AC- Extra Large tank-basement - \$10,000 est. CMR variable - installed 2017 Medium Tank - Lv 3 - \$5,000 est. Small tank - Bar - \$2,500 est. installed 2008		\$ 10,000.00			\$ 10,000.00		
Plumbing 2C	Repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	MRPMAC	MRPMAC			\$ 3,775.00	2023				\$ 3,775.00
Plumbing 2D**	Life cycle replacement of all fixtures, faucet, toilets, sinks and other standard plumbing fixtures and technology upgrades	CoMR	CoMR	Fixtures fixture life cycle replacement time · Toilets /tank/hardware - 4 - \$2000 est. based on 2021 costs CMR variable · Bathroom sinks /faucets – 8 - \$2400 · Kitchen sink/faucets – 8 - \$ 4000 · Shower/faucets – 4 - \$500 · Work sinks – 2 - \$400 · Exterior taps - 1 - \$1500		\$ 10,800.00			\$ 10,800.00		
Plumbing 2E	Maintenance and repairs of sump pumps	CoMR	CoMR			\$ 717.00	2022		\$ 717.00		
Elevator Systems 3A	Lobby Elevator, Backstage elevator, & Orchestra Lift(Gala system) preventive maintenance licensing and repairs	MRPMAC/CoMR	CoMR	All passenger elevators, maintenance and licenses	\$ 8,821.00			\$ 8,821.00			
Elevator Systems 3A	Lobby Elevator, Backstage elevator, & Orchestra Lift(Gala system) preventive maintenance licensing and repairs	MRPMAC/CoMR	CoMR	Gala maintenance and license - Gala lift belongs to city part of theatre – significant expense for, by installer Part of original drawings.		\$ 8,950.00			\$ 8,950.00		
Fire Protection 4A	Fire extinguishers: monthly and annual inspection; repairs, recharging, and life cycle replacement	CoMR	CoMR			\$2,945.00	2023-24		\$ 2,945.00		
Fire Protection 4B	Smoke detectors: monthly and annual inspection; maintenance & repairs & life cycle replacement	CoMR	CoMR	Life cycle should be CMR as they are part of the building infrastructure							
Fire Protection 4C	Fire alarm system: monthly and annual inspection; maintenance, repairs	CoMR	CoMR	Safety inspection landlord 2018 - Arts Council replaced and disposed of Mainstage and Studio emergency exit lights \$3330							
Fire Protection 4E	Fire sprinkler system: annual inspection maintenance and repairs	CoMR	CoMR	Annual city building inspection Annual repairs should be landlord responsibility							
Fire Protection 4G	Smoke Vents repair	CoMR	CoMR								
Fire Protection 4I**	annual inspection and maintenance of interior emergency/exit lighting (moved from 7.c. Lighting)	CoMR	CoMR	This is part of the annual safety inspection see item							

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Notes	RECURRING ANNUAL EXPENSE	VARIABLE EXPENSES	YEAR OF VARIABLE EXPENSE	CoMR RECURRING ANNUAL EXP	CoMR RECURRING VARIABLE EXP	ARTS COUNCIL RECURRING ANNUAL EXP	ARTS COUNCIL RECURRING VARIABLE EXP
Security Systems 5A	Inspection, maintenance and repair	CoMR	CoMR	To include upgrades Security system upgrade Security system upgrade Security camera upgrades							
Security Systems 5B	System Monitoring	MRPMAC	MRPMAC		\$ 300.00					\$ 300.00	
Security Systems 5C	Life cycle replacement	CoMR	CoMR	CoMR responsibility. This is a high-ticket item, should be looked at in a large downtown core view. 2019 Arts Council upgraded security cameras - \$7885							
Security Systems 5D**	Repair, replacement, rekeying of all locks	CoMR	CoMR			\$ 2,127.00	2024		\$ 2,127.00		
Electical Distribution 6A	Inspection, maintenance and repair of wiring, breakers and electrical panels	CoMR	CoMR	Part of building – landlord							
Electical Distribution 6D	Additions, enhancements to meet tenant’s program needs, including ongoing maintenance	MRPMAC/CoMR	CoMR	Discuss annual capital upgrade and budgeting.		\$ 1,900.00	2023		\$ 1,900.00		
Lighting Systems 7A	Bulb/tube replacement for interior lighting excluding theatre spaces	MRPMAC	MRPMAC	Changed over fixtures; greatly reduced replacement costs	\$ 350.00		2023			\$ 350.00	
Lighting Systems 7C	Annual inspection and maintenance of interior emergency/exit lighting	CoMR	CoMR	This is part of the annual safety inspection see item 4.d.							
Lighting Systems 7G	Maintenance and repair of all specialty lighting fixtures (non theatre) includes all non-standard lighting	MRPMAC	CoMR	Exterior Spot lights, track lighting, Exterior of canopy, Plaza canopy lighting installation Gallery Exhibit lighting upgrade							
Lighting Systems 7H	Life cycle replacement of specialty lighting systems	CoMR	CoMR	This should include technology end of life							
Lighting Systems 7I	Maintenance & repair of exterior lighting as defined in the architectural drawings	CoMR	CoMR	Exterior lighting is part of the envelope of the exterior of building MRPMAC to replace light bulbs not fixtures							
Lighting Systems 7J**	Life cycle replacement of exterior lighting	CoMR	CoMR	As per CoMR 5 year capital plan							
Windows 8C	Life cycle replacement of exterior windows including awning	CoMR	CoMR	CoMR 5 year capital plan							
Windows 8E	Cleaning of exterior surfaces of exterior windows including awning	CoMR	CoMR			\$ 2,380.00	2023		\$ 2,380.00		
Doors 9A	Maintenance, repair of interior doors, including hardware	MRPMAC	CoMR	CoMR - Life cycle doors and closures							
Doors 9B	Life cycle replacement of interior doors, and door frames including hardware	CoMR	CoMR			\$ 1,400.00			\$ 1,400.00		
Doors 9C	Life cycle replacement of exterior doors, including hardware	CoMR	CoMR	Landlord – CoMR – same as item 9.a. life cycle							

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Doors 9D**	Life cycle replacement of exterior doors, including hardware	CoMR	CoMR	Landlord – CoMR – same as item 9.a. life cycle							
Interior Surfaces 10A	Interior life cycle repainting	MRPMAC	MRPMAC			\$ 2,680.00	2024 YTD				\$ 2,680.00
Interior Surfaces 10D	Life cycle replacement of ceiling tiles	MRPMAC	CoMR	CoMR- Landlord - Life Cycle 40 years							
Interior Surfaces 10F	Cleaning, maintenance and repair of floor coverings	MRPMAC	MRPMAC	Studio floor annual refinishing	\$ 2,895.00		2024			\$ 2,895.00	
Interior Surfaces 10F	Life cycle replacement of floor coverings	CoMR	CoMR	CoMR 5 year capital plan							
Interior Surfaces 10G	Life cycle replacement of floor coverings	CoMR	CoMR	CoMR 5 year capital plan							
Major Structural 11D	Exterior life cycle repainting										
Major Structural 11E	Cleaning of eaves troughs, gutters and awning	CoMR	CoMR	Note: with bi-annual window cleaning (8.e.)							
Major Structural 11F	Cleaning of roof drains and roof areas	CoMR	CoMR	Currently city contractor Marine roofing has been cleaning drains when repairing roof							
Exterior 12B	General cleaning of grounds, litter disposal as defined in the architectural drawings	MRPMAC	CoMR	To paying for green waste & recycling	\$ 1,941.00			\$ 1,941.00			
Exterior 12C	Snow and ice removal from steps, walkways, entrances, fire exits and loading bay including the provision of de-icing materials	CoMR	CoMR	As current practice with tenants on Downtown Office Tower							
Exterior 12E	Maintenance & repair of exterior loading bay area	CoMR	CoMR	Define - paving, drainage, concrete work							
Exterior 12F	Graffiti removal	CoMR	CoMR	CoMR part if exterior maintenance 11.							
Exterior 12G	Pest control services for exterior area as defined in the architectural drawings	CoMR	CoMR	Exterior part of CoMR pest plan – pigeons etc.							
Exterior Signage 13A	Maintenance & repair	CoMR	CoMR	Fly tower roof top sign Front banner sign – facing MPP Front organization signs – 2 Poster boards – 9							
Exterior Signage 13B	Life Cycle Replacement	CoMR	CoMR	CoMR 5 year capital plan							
Interior Signage 14A	Design, installation, maintenance, repair and replacement of building signs - rooms, locations	CoMR	CoMR	Room/Building signs		\$ 825.00	2023		\$ 825.00		
Interior Signage 14B	Replacement – Life Cycle	CoMR	CoMR	Fire Evacuation signs (5 yr. cycle) due 2024		\$ 2,705.00	2019		\$ 2,705.00		

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Audio Visual 15A	Inspection, maintenance, and repair of all audio/visual systems	CoMR	CoMR	Lighting/bulbs/fixtures	\$ 3,530.00		2023	\$ 3,530.00			
Audio Visual 15A	Inspection, maintenance, and repair of all audio/visual systems	CoMR	CoMR	Mainstage Projector		\$ 5,000.00			\$ 5,000.00		
Audio Visual 15A	Inspection, maintenance, and repair of all audio/visual systems	CoMR	CoMR	Geni Lift (3yr inspection cycle)		\$ 700.00			\$ 700.00		
Audio Visual 15C	Life Cycle and upgrade replacement of Hardware Performance Systems	MRPMAC/CoMR	CoMR	Theatre seating life cycle Theatre aisle handrails Theatre Interior Air lock door - life cycle Replacement-Drapes – 2022 Mainstage \$62540 - 2024 Studio \$53810							
Janitorial 16A	Routine janitorial/custodial services	MRPMAC/CoMR	CoMR		\$ 50,040.00		2023	\$ 50,040.00			
Janitorial 16C	Provision of routine washroom supplies	MRPMAC	MRPMAC	Includes 16d and all cleaning supplies		\$ 11,530.00	2023			\$ 11,530.00	
Appliances 17D**	Kiln repair - NEW ITEM	MRPMAC	MRPMAC			\$ 2,115.00	2024				\$ 2,115.00
Appliances 17E**	Kilns (3) Life cycle replacement - NEW ITEM	CoMR	CoMR			\$ 10,000.00			\$ 10,000.00		
Co-Owned Equipment 18A**	Scissor Lift – co-owned	MRPMAC/CoMR	CoMR	New item - 5yr inspection due in 2025 / 2022 \$990		\$ 1,000.00			\$ 500.00		\$ 500.00
Renovations 19A	Any renovations, alterations, upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by CMR)	MRPMAC/CoMR	CoMR	(Needs a budget and a process) Life cycle renovations including: 2D/3D - Counters/cupboards Ticket Centre – counters/cupboards/work area Bar/cafe - counters Conference room – counter/cupboard							
Utilities 20A	Electricity	MRPMAC	CoMR		\$ 38,600.00		2023	\$ 38,600.00			
Utilities 20B	Gas	MRPMAC	CoMR		\$ 21,600.00		2023	\$ 21,600.00			
Business Operations 21A	Staff costs - TBD	MRPMAC	CoMR	Staffing costs			2023				
Business Operations 21B	Telephone, internet & cable services	MRPMAC	MRPMAC		\$ 13,000.00		2023			\$ 13,000.00	
Business Operations 21C	Insurance (CGL, TLL, business interruption, contents, etc. in accordance to Article 6)	MRPMAC	MRPMAC		\$ 8,024.00		2023-24			\$ 8,024.00	
Facility Upgrades 22A**	Front step/plaza – repair	CoMR	CoMR	CoMR - to deal with exterior deficiencies Look at 15 c. concrete pieces missing by wheelchair ramp chips out of steps – wear and tear							
Facility Upgrades 22B**	Front step - handrail safety	CoMR	CoMR								
<b>TOTALS</b>					\$ 149,101.00	\$ 81,549.00		\$ 124,532.00	\$ 60,949.00	\$ 36,099.00	\$ 9,070.00

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Notes	RECURRING ANNUAL EXPENSE	VARIABLE EXPENSES	YEAR OF VARIABLE EXPENSE	CoMR RECURRING ANNUAL EXP	CoMR RECURRING VARIABLE EXP	ARTS COUNCIL RECURRING ANNUAL EXP	ARTS COUNCIL RECURRING VARIABLE EXP
						\$ 230,650.00			\$ 179,012.75		\$ 230,650.00
7B**	Technology upgrades to all lighting systems, including interior lighting ballast replacement ( as 7(d)	CoMR	CoMR	Details on Lighting Upgrades tab		\$ 179,012.75			\$ 179,012.75		
Co-Owned Equipment 18B**	Scissor Lift - life Cycle replacement	MRPMAC/ CoMR	CoMR	New item - \$20,000.00		\$ 20,000.00					



## **CLOSED COUNCIL MEETING MINUTES**

**April 1, 2025, 12:35 p.m.  
Council Chambers  
City Hall, 11995 Haney Place**

Council Present: Mayor D. Ruimy  
Councillor K. Carreras  
Councillor O. Dozie  
Councillor J. Dueck  
Councillor S. Schiller  
Councillor J. Tan  
Councillor A. Yousef

Staff Present: S. Hartman, Chief Administrative Officer  
C. Mushata, Director of Legislative Services and Corporate Officer  
W. Oleschak, Director of City Operations, Acting Chief Operating Officer  
S. Faltas, Director of Engineering  
Z. Lifshiz, Director, Strategic Development, Communications and Public Engagement  
C. Nolan, Deputy Director of Finance  
V. Richmond, Director of Facilities, Parks & Properties  
C. Martin, Director of Recreation Services  
D. Samson, Interim Fire Chief  
R. Brummer, Manager of Arts, Culture and Events  
P. Purewal, Senior Manager, Corporate Communications

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### **1. CALL TO ORDER**

The meeting recessed until 1:06 pm.

### **2. APPROVAL OF AGENDA**

Closed Council Meeting Agenda - April 1, 2025

**R/2025-C-043**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Carreras

THAT the April 1, 2025, Closed Council Meeting Agenda be approved as circulated.

**CARRIED**

**3. ADOPTION OF MINUTES**

Closed Council Meeting Minutes - March 25, 2025

**R/2025-C-044**

**Moved by:** Councillor Yousef

**Seconded by:** Councillor Carreras

THAT the March 25, 2025, Closed Council Meeting Minutes be adopted as circulated.

**CARRIED**

**4. UNFINISHED BUSINESS**

**5. NEW BUSINESS**

**5.1 The Arts Centre (ACT) Operating Agreement and Lease Update**

Staff report dated April 1, 2025

*\*Consideration pursuant to Section 90(1)(e)*

\*\*\*\*\*

Councillor Yousef left the meeting at 1:55 pm.

\*\*\*\*\*

S. 12, S. 13, and S. 14 of FIPPA, and S. 90(1) of Community Charter

[Redacted content]

**5.2**

s. 12, s. 13, of FIPPA, and s. 90(1) of Community Charter

[Redacted]

\*\*\*\*\*

Councillor O. Dozie left the meeting at 3:23 pm.

\*\*\*\*\*

s. 12, s. 13, of FIPPA, and s. 90(1) of Community Charter

[Redacted]

**6. INFORMATION ITEMS**

**7. ITEMS TO BE RELEASED FROM CLOSED STATUS**

**8. ADJOURNMENT**

3:47 pm

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D. Ruimy, Mayor

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C. Mushata, Corporate Officer

## The Arts Centre (ACT) Operating Agreement and Lease Update

**Recommendation:**

**THAT Council endorse the Second Draft of the Operating and Lease Agreements and direct staff to present them to the Maple Ridge Pitt Meadows Arts Council.**

**Report Purpose and Summary Statement:**

To update council on the response received from the Maple Ridge Pitt Meadows Arts Council (Arts Council) on the first draft of the operating and lease agreements of the ACT Arts Centre (ACT), which is currently on a month-to-month extension and provide staff's recommendations.

**Previous Council Action:**

Council approved the draft Operating and Lease agreements presented to Council on October 15, 2024, to be sent to the Maple Ridge Pitt Meadows Arts Council for their review, with authorization to proceed with any necessary negotiations.

**Financial Impact:**

Approved 2% increase to Annual Operating Funds.

**Strategic Alignment:**

Engaged, Healthy Community

## **The Arts Centre (ACT) Operating Agreement and Lease Update**

### **BACKGROUND:**

The current operating and lease agreements with the Maple Ridge Pitt Meadows Arts Council (MRPMAC) expired at the end of 2023 and continues on a month-to-month basis.

Staff presented the proposed changes to the operating agreement and lease to be presented to the MRPMAC to council on October 15<sup>th</sup>, 2024.

On February 10<sup>th</sup>, 2025, the Executive Director responded with the attached responses of both agreements and requested a meeting to discuss. Staff responded they would require time to review the documents and proposed changes and would reply to the MRPMAC by mid April with next steps.

Staff have awarded and begun work with the chosen consultant on the Arts, Culture, Heritage and Events review. This work is anticipated to be completed by September 30, 2025.

### **ANALYSIS:**

#### **Discussion:**

Staff presented the operating agreement and lease in person at the ACT to the MRPMAC on November 14, 2024. Staff outlined the updates to each of the agreements and reviewed the documents with the MRPMAC. Staff engaged in discussions and answered questions from the Arts Council.

The Arts Council came back to City Staff via email on February 10, 2025, with their response to the presented operating agreement and lease.

The Arts Council did not provide any comments on the operating dollars listed below, however did make the following comment *"We re-iterate that the Arts Council will not be able to financially sustain operation of the Centre at its current service levels on behalf of the City in the short or long-term. The Board of Directors has reviewed 5-year projections, and the current level of funding will not be sufficient for the Arts Council to continue to operate under the terms of the current agreement."*

- For the 2024 calendar year, an annual amount of \$830,948
- For the 2025 calendar year, an annual amount of \$845,927
- For the 2026 calendar year, an annual amount of \$861,206

Staff are bringing forward recommendations to the MRPMAC proposed changes to the agreements and draft agreements containing these recommendations for council's consideration. Below is a summary of the key contract negotiations to be discussed:

**Lease Agreement**

Item	Lease Agreement Language	Arts Council Ask	Staff Recommendation
Page 3 1.5H	"End of the Term" means the day that is the last day of the Term of this Lease, being December 31, 2026.	Want Lease to end December 31, 2025	Keep at 3 years with the agreement expiring December 31, 2026.
Page 10 4.1N	<p>make the Premises available to the Landlord for its functions at mutually agreed upon times when the Tenant does not require the Premises for scheduled programs and rentals during non-prime times and prime times when available. Specifically, the Landlord shall have access to the Premises at no charge, for municipal events and programs as follows:</p> <p>(i) Full access to the ACT Arts Centre once a quarter. Dates to be determined that align with the ACT Arts Centre's programming and event scheduling timeline.</p> <p>(ii) Access to the Studio Theatre and/or lobby or combination of both monthly. Dates to be determined that align with the ACT Arts Centre's programming and event scheduling timeline.</p> <p>(iii) Celebrate the Night annual celebration in October, which will include access to building, roof and power as needed for the fireworks display and event set up.</p> <p>(iv) Canada Day, which will include access to power and building as required for the event set up</p> <p>(v) Other large city events</p>	AC cannot agree to these as proposed, as this usage negatively affects our net revenue. Will discuss rental usage under our rental policies and procedures.	Want to keep item i & ii willing to get rid of the rest. Add in verbiage around flexibility.

**Operating Agreement**

Item	Operating Agreement Language	Arts Council Ask	Staff Recommendation
Page 1 F	The City will provide an operating grant to the Society for managing and operating the Arts Centre, as laid out in Schedule C of the Lease Agreement dated for reference January 1, 2024 and towards the partial provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Other Performances, Volunteer Program and Community Events.	Arts Council cannot commit to specific programs and also maintain budgetary control.  Also the addition of a reference to Schedule C of the Lease is now a circular reference, which doesn't make sense. COMR to clarify or remove.	Keep original language as is.  Schedule references will be updated to correct Schedules.
Page 2 1	The parties confirm that the City as owner of the Arts Centre has granted a Lease to the Society of the Arts Centre for a term of three years commencing the 1st day of January 2024.	two years, ADD: with a right of renewal for the Arts Council of one year	Leave original term as is.
Page 3 5	The City agrees to pay to the Society the following funds to manage, maintain, and operate the Arts Centre, as laid out in Schedule B of the Lease Agreement dated for reference January 1, 2024 and towards the provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Performances, Volunteer Program and Community Events. For added certainty monies provided by the City cannot be deposited in any endowment or investment fund held by the Society.	S. 14 [REDACTED] [REDACTED]  Keep Original wording "for the provision of some cultural programs and services in accordance with and subject to the and conditions outlined in this agreement." The Arts Council will not agree to specific programs, and retains the right to make decisions on which programs it will offer, based on available resources.	Arts Council ask is too general, keep original language as we did not specify specific programs.
Page 3 6	The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City's annual budget and approval by Council. The Society acknowledges that if the Operating Funds budgeted by the City are reduced, the City and the	RESTORE: "The City shall budget for the Operating Funds:"	Keep original language.  S. 14 [REDACTED]

Item	Operating Agreement Language	Arts Council Ask	Staff Recommendation
	Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society under this Agreement. The City will act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society.		
Page 5 9i	to support Artists in Residence by providing a space at no charge once a quarter to  allow them to engage with the local community at the Arts Center	Cannot agree as proposed. The Arts Council will/may agree to rent space to the City for its Artists-in-Residence program at its discretion and within the Arts Council's rental policies, procedures and rates. Also not a defined term and definition should be added.	Original language supports City's initiatives to support the arts, public view, public art program.
Page 8 10A	a detailed strategic plan and a budget each year no later than September 1st, for the  operation of the Arts Centre, and for the delivery of the Operations, programs and  activities for review by the Staff Liaison (attached as Schedule C). The Society shall  ensure that the strategic plan will be in alignment with the City's vision and goals as  determined by the City	NOTE: CoMR already has copy of this for 2023-2026. For Future Agreements: CoMR doesn't fund nor takes into account the MRPM AC's strategic plans. Although the AC Board, as part of governance policies and best practices, will continue to make strategic plans for the organization, these will be aligned with and reflected of the AC's mission, vision and values. The AC will provide strategic plans upon request.	Keep original language. Fundamental to purpose of this partnership.
Page 8 10Bii	details relating to how the funds provided by the City were expended in support of  the services identified in this Agreement, the Lease and the related facility	Unmanageable from an accounting standpoint and unnecessary- the CoMR already receives AC audited statements. CoMR to provide an example for discussion.	Keep original language. Need to have clarification on where City money is spent.

Item	Operating Agreement Language	Arts Council Ask	Staff Recommendation
	maintenance agreement. The report should be certified by the Society's auditors as part of the annual audit; and		
Page 9 11A	the Operating Funds provided to the Society from the City will only be used for the items laid out in section 5 of this Agreement.	Okay with revised 'items' in Section 5	Keep original language with original asks in Section 5 (Page 3 of Agreement).
Page 10 13A	this Agreement shall come into effect on January 1, 2024, and shall expire and cease to be binding on the parties on December 31, 2026, provided that any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;	Change 2026 to 2025	Leave dates as is.
Page 11 13J	if upon the expiry of the term of this Agreement on December 31, 2026, the Society continues to occupy and operate the Arts Centre, the City may, at its discretion, continue to pay the monthly Operating Fund amounts then in effect, and upon acceptance of the same by the Society each month, this Agreement shall continue to be binding on the City and the Society on a month-to-month term, and during such over holding, the notice period shall be 30 days.	Change 2026 to 2025	Leave dates as is.

**Strategic Alignment:**

Engaged, Healthy, Community

**Financial Impact:**

Approved 2% increase to Annual Operating Funds.

**OPTIONS:**

1. Provide the Arts Council a revised Second Draft of the Operating and Lease Agreements for the 3-year term January 1, 2024, to December 31, 2026, that include all staff recommendations
2. Provide the Arts Council a revised Second Draft of the Operating and Lease Agreements for the 3-year term January 1, 2024, to December 31, 2026, that include all the requests made by the Maple Ridge Pitt Meadows Arts Council in their response from their correspondence on February 10, 2025
3. Continue on a month-to-month basis until December 31, 2025, which allows the Arts, Culture, Heritage and Events review to be completed and findings presented back to Council

**CONCLUSION:**

To ensure arts and culture services are maintained in the City through the Maple Ridge Pitt Meadows Art Council, staff would like to move ahead with the next steps based on Council discussion.

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Prepared by: Cidalia Martin, Director of Recreation  
Services

**Attachments:**

- (A) Attachment 1: MRPMAC Responses and Staff recommendations to the First Draft of the Agreements
- (B) Attachment 2: First Draft of the MRPMAC Operating Agreement
- (C) Attachment 3: First Draft of the MRPMAC Lease Agreement
- (D) Attachment 4: First Draft of the Facility Maintenance Agreement (FMA)

## Report Approval Details

Document Title:	The ACT Operating Agreement and Lease Update.docx
Attachments:	<ul style="list-style-type: none"><li>- Attachment 1 - Maple Ridge Pitt Meadows Arts Council Reponses and Staff Recommendations.docx</li><li>- Attachment 2 - 2024-10-24 Arts Council Operating Agreement DRAFT Final.docx</li><li>- Attachment 3 - Arts Council Lease Agreement - DRAFT Final.docx</li><li>- Attachment 4 - Facilities Maintenance Agreement DRAFT.docx</li></ul>
Final Approval Date:	Mar 26, 2025

This report and all of its attachments were approved and signed as outlined below:

Cidalia Martin, Director of Recreation Services

Carolyn Mushata, Director of Legislative Services and Corporate Officer

Scott Hartman, Chief Administrative Officer

# Maple Ridge Pitt Meadows Arts Council Reponses and Staff Recommendations

## Lease Agreement

Item	Lease Agreement Language	Arts Council Ask	Staff Recommendation
Page 3 1.5H	"End of the Term" means the day that is the last day of the Term of this Lease, being December 31, 2026.	They want Lease to end December 31, 2025	Keep at 3 years with the agreement expiring December 31, 2026.
Page 3 1.5L	"Landlord's Capital Replacement Fund" means the fund established by the Landlord to provide a source of funds to implement the Landlord's Capital Replacement Plan.	ADD: "For the Term, the Landlord's Capital Replacement Plan contains the following items:  CoMR to list "	S. 14 [Redacted] [Redacted] [Redacted]
Page 10 4.1N	make the Premises available to the Landlord for its functions at mutually agreed upon times when the Tenant does not require the Premises for scheduled programs and rentals during non-prime times and prime times when available. Specifically, the Landlord shall have access to the Premises at no charge, for municipal events and programs as follows:  (i) Full access to the ACT Arts Centre once a quarter. Dates to be determined that align with the ACT Arts Centre's programming and event scheduling timeline.  (ii) Access to the Studio Theatre and/or lobby or combination of both monthly. Dates to be determined that align with the ACT Arts Centre's programming and event scheduling timeline.	AC cannot agree to these as proposed, as this usage negatively affects our net revenue. Will discuss rental usage under our rental policies and procedures.	Want to keep item i & ii willing to get rid of the rest. Add in verbiage around flexibility.

Item	Lease Agreement Language	Arts Council Ask	Staff Recommendation
	<p>(iii) Celebrate the Night annual celebration in October, which will include access to building, roof and power as needed for the fireworks display and event set up.</p> <p>(iv) Canada Day, which will include access to power and building as required for the event set up</p> <p>(v) Other large city events</p>		
Page 12 6.1B	<p>The Landlord covenants with the Tenant to keep in a good and reasonable state of repair the Premises solely with respect to structural facility repairs; roofing; replacement of heating, plumbing, air conditioning, electrical, and ventilating systems, but limited to those aforementioned utilities that have a lifecycle of beyond five years; exterior glass; exterior repainting; replacement of exterior signage; and floor replacements. The repair and replacement of the items listed in this subsection 6.1(b) shall be funded from the capital reserve established by the Landlord for that purpose. Further, the Landlord shall be responsible for the preventative maintenance and repair of those items on the Premises identified as being the responsibility of the Landlord in the Facility Maintenance Agreement</p>	<p>ADD: (c)- "Any Landlord work will be done with a minimum of disruption to the tenant's business."</p>	<p>S. 14</p>
Page 12 6.3	<p>With 24 hours' advance notice to the tenant, the Landlord's representatives may enter the Premises from time to time and at all reasonable times, and at any time during any emergency,</p>	<p>Change to 48 hours</p>	<p>Switch back to 48 hours</p>
Page 12 6.4	<p>The Tenant hereby grants to the Landlord a security interest in the Tenant's right, title, and interest in all present and after-acquired property of any kind, including property that is now or hereafter affixed or built into the Premises, as security for all present and future obligations of the Tenant to the Landlord under the Lease in accordance with the following:</p> <p>(a) This security interest secures a running account and will not be discharged if the Tenant is not indebted to the Landlord at any particular time or times;</p> <p>(b) In the event of any default under this Lease, in respect of which the Landlord has given notice to the Tenant under section 9.2 and the Tenant has</p>	<p>Does not apply to a non-commercial situation, such as our relationship. Not needed.</p>	<p>S. 14</p>

Item	Lease Agreement Language	Arts Council Ask	Staff Recommendation
	<p>not cured the default within the period specified, the Landlord will have the right to enter the Premises and to take possession of any property secured hereby, and will have all the rights of a secured party under the <i>Personal Property Security Act</i> of British Columbia (as amended from time to time), to retain possession, sell, and otherwise deal with such property;</p> <p>(c) The Tenant waives its right to receive copies of all financing statements and verification statements that may be filed or issued with respect to the security interests created hereby;</p> <p>(d) The Tenant agrees to enter into and grant such further and other documents as are requested by the Landlord, acting reasonably, to confirm or enhance this security interest; and</p> <p>(e) This security interest will survive expiry or early termination of this Lease and is in addition to, and will</p>		
Page 21 10.2B	Basic Rent which will be equal to two times the Basic Rent in advance in monthly installments on the first day of each month; and	not applicable to this term <b>Replace with 10. 2 (b) Renewal:</b> "The Tenant and Landlord agree to begin a good faith negotiation for renewal of the Lease and the Operating Agreement no later than 6 months (June 1) before the end of the Term."	Keep original language. Add the following language as point 10.2D "The Tenant and Landlord agree to begin a good faith negotiation for renewal of the Lease and the Operating Agreement within 6 months prior to the end of the term."

## Operating Agreement

Item	Operating Agreement Language	Arts Council Ask	Staff Recommendation
Page 1 F	The City will provide an operating grant to the Society for managing and operating the Arts Centre, as laid out in Schedule C of the Lease Agreement dated for reference January 1, 2024 and towards the partial provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Other Performances, Volunteer Program and Community Events.	Arts Council cannot commit to specific programs and also maintain budgetary control.  Also the addition of a reference to Schedule C of the Lease is now a circular reference, which doesn't make sense. COMR to clarify or remove.	Keep original language as is.  Schedule references will be updated to correct Schedules.
Page 2 1	The parties confirm that the City as owner of the Arts Centre has granted a Lease to the Society of the Arts Centre for a term of three years commencing the 1st day of January 2024.	two years, ADD: with a right of renewal for the Arts Council of one year	Leave original term as is.
Page 3 5	The City agrees to pay to the Society the following funds to manage, maintain, and operate the Arts Centre, as laid out in Schedule B of the Lease Agreement dated for reference January 1, 2024 and towards the provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Performances, Volunteer Program and Community Events. For added certainty monies provided by the City cannot be deposited in any endowment or investment fund held by the Society.	<div style="background-color: #cccccc; padding: 2px; text-align: center;">S. 14</div> Keep Original wording "for the provision of some cultural programs and services in accordance with and subject to the and conditions outlined in this agreement." The Arts Council will not agree to specific programs, and retains the right to make decisions on which programs it will offer, based on available resources.	Arts Council ask is too general, keep original language as we did not specify specific programs.
Page 3	For the 2026 calendar year, an annual amount of \$861,206 to be paid in equal monthly installments on the first day of each month.	Delete	Keep original language in.

Item	Operating Agreement Language	Arts Council Ask	Staff Recommendation
5C			
Page 3 6	The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City's annual budget and approval by Council. The Society acknowledges that if the Operating Funds budgeted by the City are reduced, the City and the Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society under this Agreement. The City will act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society.	RESTORE: "The City shall budget for the Operating Funds:"	Keep original language.  S. 14
Page 4 7D	to provide to the Society advertising space equivalent to the space customarily provided for arts programs and services in the past and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicise the Society's programs and services through avenues that may be available and appropriate;	ADD: The City will include all Arts Council events and activities in all Arts and Culture publications produced and distributed by the City.	Keep original language.
Page 5 9F	to actively participate in collaborative planning opportunities and city-wide initiatives related to arts and culture (e.g. committees for programming, promotions, volunteerism, public art, artist in residence, cultural planning, mapping, assessments and community development) that align with City's policies, vision and goals for the community and partners at large and the Society's goals within available resources;	ADD " As Arts Council staffing resources allow, in collaborative ....."	This is already included in original language.
Page 5 9i	to support Artists in Residence by providing a space at no charge once a quarter to allow them to engage with the local community at the Arts Center	Cannot agree as proposed. The Arts Council will/may agree to rent space to the City for its Artists-in- Residence program at its discretion and within the Arts Council's rental policies, procedures and rates.	Original language supports City's initiatives to support the arts, public view, public art program.

Item	Operating Agreement Language	Arts Council Ask	Staff Recommendation
		Also not a defined term and definition should be added.	
Page 7 9Z	to maintain the Arts Centre and the operating equipment contained therein in a clean and safe condition at all times and in good working order, excepting normal wear and tear. The Society shall have exclusive and absolute care, custody and control of the Arts Centre and the equipment contained therein during the terms of this Agreement. The equipment shall remain the property of the City of Maple Ridge with the exception of those chattels listed on Schedule "D" which are acknowledged to be the property of the Society. Details of capital replacement between the City and Society are outlined in the Lease;	To be discussed. Define "operating equipment" as "Theatre equipment".	Ask that the Arts Council define Operating Equipment vs Theatre equipment before a decision is made.
Page 8 10A	a detailed strategic plan and a budget each year no later than September 1st, for the operation of the Arts Centre, and for the delivery of the Operations, programs and activities for review by the Staff Liaison (attached as Schedule C). The Society shall ensure that the strategic plan will be in alignment with the City's vision and goals as determined by the City	NOTE: CoMR already has copy of this for 2023-2026. For Future Agreements: CoMR doesn't fund nor takes into account the MRPM AC's strategic plans. Although the AC Board, as part of governance policies and best practices, will continue to make strategic plans for the organization, these will be aligned with and reflected of the AC's mission, vision and values. The AC will provide strategic plans upon request.	Keep original language. Fundamental to purpose of this partnership.
Page 8 10Bii	details relating to how the funds provided by the City were expended in support of the services identified in this Agreement, the Lease and the related facility	Unmanageable from an accounting standpoint and unnecessary- the CoMR already receives AC audited	Keep original language. Need to have clarification on where City money is spent.

Item	Operating Agreement Language	Arts Council Ask	Staff Recommendation
	maintenance agreement. The report should be certified by the Society's auditors as part of the annual audit; and	statements. CoMR to provide an example for discussion.	
Page 9 10D	A projected three-year budget (e.g. 2024-2026) at the time of renewal.	2025/26 budget. City already has 2024/25. AC Board passes budgets in June, so can only be supplied after adoption.	Change wording to provide as soon as passed in June of each year.
Page 9 11A	the Operating Funds provided to the Society from the City will only be used for the items laid out in section 5 of this Agreement.	Okay with revised 'items' in Section 5	Keep original language with original asks in Section 5.
Page 9 11Cv	Any income earned from any endowed funds	or invested	Amend language to include Arts Councils ask.
Page 9 11D	capital equipment that becomes part of the infrastructure of the Arts Centre purchased by the Society becomes the property of the City of Maple Ridge;	Needs clarification/definition of "capital equipment"? As in prior note, align with "	S. 14
Page 10 13A	this Agreement shall come into effect on January 1, 2024, and shall expire and cease to be binding on the parties on December 31, 2026, provided that any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;	Change 2026 to 2025	Leave dates as is.
Page 11 13J	if upon the expiry of the term of this Agreement on December 31, 2026, the Society continues to occupy and operate the Arts Centre, the City may, at its discretion, continue to pay the monthly Operating Fund amounts then in effect, and upon acceptance of the same by the Society each month, this Agreement shall continue to be binding on the City and the Society on a month-to-month term, and during such over holding, the notice period shall be 30 days.	Change 2026 to 2025	Leave dates as is.

## Facilities Maintenance Agreement

Item	City of Maple Ridge Ask	Arts Council Ask	Staff Recommendation
Page 1 3	Lobby Elevator and Backstage Elevator preventive maintenance and repairs.	CoMR to cover Richmond elevator monthly maintenance of Gala lift (done at the same time as other elevator maintenance.)	City staff will research more on the Gala Lift prior to making a suggestion.
Page 2 7		City to replace LED drivers' part of life cycle), which requires an electrician.	City already does this, will add to the Facilities Maintenance Agreement.
Page 2 9A	Replacement of interior & exterior doors due to structural damage (settling of building)	Needs clarification, as this appears as MRPM AC responsibilities as well.	Leave in as this piece deals with settling of building
Page 4 2A	Orchestra Lift (Gala System) preventive maintenance and repairs.	This is part of elevator maintenance and should be part of CoMR responsibility.	City staff will research more on the Gala Lift prior to making a suggestion.
Page 5 6B	Annual inspection and maintenance of interior emergency/exit lighting.	N/A	Must stay with Arts Council.
Page 5 8C	Life cycle replacement of interior and exterior doors, including hardware	exterior doors are part of the envelope. Move to CoMR responsibility	Must stay with Arts Council.
Page 6 12A	Maintenance and lifecycle of vertical banner sign facing west on replaced in 2025 left side of main entrance.	to be discussed with CoMR	Engage in a conversation with Arts Council.
Page 6 13A	Design, installation, maintenance, repair and replacement	to be discussed with CoMR	Engage in a conversation with Arts Council.

**Schedule "B"**  
**ARTS CENTRE OPERATING AGREEMENT**

**THIS AGREEMENT made as of the 1st day of January 2024**

**BETWEEN:**

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

(the "**City**")

**AND**

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

(the "**Society**")

**WHEREAS:**

- A. The City of Maple Ridge provides recreation services to residents through the Recreation Services Department and works with community partners to meet these needs;
- B. The City of Maple Ridge and the Society have entered into a Lease dated for reference first day of January 2024 (the "Lease") with respect to the building located at 11944 Haney Place, Maple Ridge, legally described as part of PID: 001-041-967, Lot 118 Except: Firstly: Part Subdivided by Plan 68843; Secondly: Part Subdivided by Plan LMP46699; Thirdly: Part Subdivided by Plan LMP46997; District Lot 398 and 401 Group 1 New Westminster District Plan 60562 and known as Maple Ridge Arts Centre, Theatre and Gallery (the "Arts Centre");
- C. The City and the Society desire to provide for the co-ordination and provision of arts programs and services for the benefit of the residents of the City of Maple Ridge and to provide for the operation of the Arts Centre all as particularized in Part II of this Agreement (the "Operations");
- D. The operator of the Arts Centre must be a leadership organization that will play a key role to strengthen community arts groups, artists and the cultural sector; to build community wide connections and networks and to encourage an understanding of arts and culture in creating a healthy, vibrant community.
- E. The Society operates as a not-for-profit member-based organization governed by a Board of Directors and managed by professional staff dedicated to promoting and encouraging appreciation for the arts as stated and outlined in the Society's Constitutional Purposes (attached hereto as Schedule A). It has the capacity to align activities, programs and operations with the Society's Constitution.
- F. The City will provide an operating grant to the Society for managing and operating the Arts Centre, as laid out in Schedule C of the Lease Agreement dated for reference January 1,

2024 and towards the partial provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Other Performances, Volunteer Program and Community Events.

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

#### **PART I - LEASE**

##### Grant

1. The parties confirm that the City as owner of the Arts Centre has granted a Lease to the Society of the Arts Centre for a **term of three years commencing the 1st day of January 2024.**

##### Cross Default

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

##### Parking

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

##### Termination

4. The parties agree that:
  - a. in addition to any terms of the Lease, termination of this Agreement whether by notice, effluxion of time or by operation of law shall operate as a termination of the Lease;
  - b. if the Lease is terminated for any reason, the parties agree to negotiate a new Agreement to reflect the changed circumstances and reduced operating responsibilities for the Society under this Agreement, including reducing the amount of Operating Funds payable under this Agreement; and
  - c. Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such an event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters, acts of war, governmental restrictions put in place to combat pandemics (including by the City) that render delivery of the Society's services impossible, insurrection and terrorism but shall not include shortages or delays

relating to supplies or services. If a party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds 60 business days, the other party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under this Agreement, at law or in equity.

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

**PART II – OPERATIONS AND FUNDING**

Operating Funds

- 5. The City agrees to pay to the Society the following funds to manage, maintain, and operate the Arts Centre, as laid out in Schedule B of the Lease Agreement dated for reference January 1, 2024 and towards the provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Performances, Volunteer Program and Community Events. For added certainty monies provided by the City cannot be deposited in any endowment or investment fund held by the Society.
  - a. For the 2024 calendar year, an annual amount of \$830,948 to be paid in equal monthly installments on the first day of each month;
  - b. For the 2025 calendar year, an annual amount of \$845,927 to be paid in equal monthly installments on the first day of each month; and
  - c. For the 2026 calendar year, an annual amount of \$861,206 to be paid in equal monthly installments on the first day of each month.

(collectively, the “Operating Funds”)

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

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

Conditional Entitlement

- 6. The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City’s annual budget and approval by Council. The Society acknowledges that if the Operating Funds budgeted by the City are reduced, the City and the Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society

under this Agreement. The City will act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society.

#### City's Covenants

7. The City agrees:
  - a. to assign a staff liaison (the "Staff Liaison") designated by the City who shall attend the meetings of the Board of Directors of the Society and the general meetings of the Society including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Society;
  - b. the Staff Liaison shall be the manager of this Agreement on behalf of the City;
  - c. to appoint one member of Council selected by the Mayor as a non-voting liaison to the Society's Board of Directors and permit the councillor to attend regular meetings of the Board of Directors;
  - d. to provide to the Society advertising space equivalent to the space customarily provided for arts programs and services in the past and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicise the Society's programs and services through avenues that may be available and appropriate;
  - e. to accept registrations for the programs described in paragraph 9 (k) and in accordance with the policies and procedures described in paragraph 9(g) and to remit such registration fees (net) to the Society at a mutually agreed upon schedule; and
  - f. to provide access to all City parks, recreation and culture facilities for the Society's arts programs at no cost, waiving base rent and pending availability. The Society will be responsible for any additional expenses incurred by the City beyond base rent (e.g. set up and tear down). For uses other than art programs, the City will provide access to City parks and leisure recreation facilities other than the Arts Centre in accordance with current booking and scheduling policies and procedures, and to charge the Society in accordance with the current fees and charges policy (see website [www.mapleridge.ca](http://www.mapleridge.ca)), noting that the Society shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Society will be responsible for any additional related expenses in operating a program from any of these facilities.
8. The City and Society may establish a committee known as the Arts Centre Business Advisory Committee for limited periods in circumstances outlined in Schedule B and may appoint such members as outlined in Schedule B to such Committee. Any Committee established under this section 8 will function in accordance with the Terms of Reference attached to this Agreement as Schedule B, and in accordance with any other conditions and terms of reference determined by the City and Society from time-to-time.

#### Society's Covenants

9. The Society agrees and covenants with the City:

- a. to manage and operate the Arts Centre in accordance with this Agreement and the Lease for the Purpose (as defined in the Lease) and the purposes described in section 5 of this Agreement and for no other purpose save and except that which may be approved by the City from time to time.
- b. that the Society will establish operating policies and procedures for its operations in line with its strategic plan;
- c. to provide arts and cultural programs and services which will be functioning primarily within the City's geographic area of jurisdiction, within the limits of available resources;
- d. to deliver arts and cultural programs and services that take into consideration the City's strategic priorities;
- e. when developing arts and cultural programs and services, to take into consideration a community development approach to provide member arts groups, community groups, school districts, businesses and individuals the opportunities to connect, link, learn together, share assets and common interests, network and co-create through arts and culture where possible;
- f. to actively participate in collaborative planning opportunities and city-wide initiatives related to arts and culture (e.g. committees for programming, promotions, volunteerism, public art, artist in residence, cultural planning, mapping, assessments and community development) that align with City's policies, vision and goals for the community and partners at large and the Society's goals within available resources;
- g. to provide equal and reasonable opportunity for access to and use of the Arts Centre to all local organizations whether or not they hold membership in the Society;
- h. to allow local artists and arts groups reasonable access to and use of the Art Centre's exhibition and performance spaces and programs that supports the growth of local artistic expression and opportunities;
- i. to support Artists in Residence by providing a space at no charge once a quarter to allow them to engage with the local community at the Arts Center
- j. to participate with the City to negotiate in good faith with the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) for use of the Arts Centre on an "as available" basis based on current rate schedule.
- k. to plan, promote and coordinate arts learning programs and services, including in the areas of theatre, arts programming, art gallery, and diverse cultural activities and educational programming, for all age groups, in similar variety, quantity, and quality to those provided in communities of similar size in the Province of British Columbia which provide similar resources for such services as are included in this Agreement.
- l. to attempt to raise the funds necessary to perform all the covenants set out in this section 9 beyond the Operating Funds, while acknowledging that the Operating Funds provided by the City are not intended to be the sole source of funding for the Society's programs, operations, and services;
- m. within the Society's available resources, to conduct surveys and evaluations and compile and analyze statistics and data on programs, services and operations to

inform and meet strategic and business planning processes, monitoring and reporting requirements;

- n. to work with agencies, organizations and businesses involved in the delivery of arts, recreation and educational services to the residents of the community to ensure a commitment to a collaborative approach to quality programming while providing the most competent, cost effective delivery system to the community;
- o. to advertise the arts and cultural programs and services in the City's Parks, Recreation & Culture Guide in accordance with all deadlines and standards established by the City for the production of the Guide in addition to utilizing other appropriate advertising methods;
- p. to provide low cost access to programs and services to the best of the Society's ability. This includes the provision of subsidized access for individuals referred through the City's Access Pass Program to a level that maintains similar subsidized access as has occurred in previous years. An allotment of \$2,000 per year has been included in the Operating Funds to offset the Access Pass Program portion of the Society's financial access initiatives;
- q. to require participants to register in programs using the current computerized registration system or future systems yet to be determined in accordance with the current City's Parks, Recreation & Culture registration policies, deadlines and operational procedures, as appropriate and applicable;
- r. to include provision for appropriate levels of training and professional development opportunities for the Board of Directors, staff and volunteers of the Society within available resources in the Society's annual budget as part of best practices for a non-profit organization and in accordance with the Society's governance policy;
- s. to use good board governance practices and procedures including understanding of fiduciary duties. As part of good governance, the Society will support integrity, financial accountability, and compliance with all statutory and contractual requirements and will consider the needs of the community. The Society will demonstrate a commitment to collecting and considering community feedback to improve effectiveness, process and outcomes that benefit our community and stakeholders;
- t. to apply and maintain appropriate human resources management practices for non-profit organizations of similar size, scale and scope including:
  - (i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations;
  - (ii) appropriate levels of supervision for all direct and partnered activities and programs; and
  - (iii) fostering a culture of inclusivity by applying broad recruitment efforts and professional services where appropriate including the use of a professional recruiting firm to assist in the recruitment of the Society's executive director should that position become vacant at any time during the term of this Agreement.

- u. to support having qualified and competent persons to perform work as determined by the Society's strategic plans in the core areas of management and operation including the theatre, arts programming, art gallery and operating maintenance;
- v. to seek funding from diverse sources including grants, sponsorships and fundraising endeavours to support operations, programs and services as part of best practices and sustainability;
- w. to adhere to and align with identified City policies and procedures for civic owned facilities to the best of the Society's abilities and resources (e.g. safety, community development, volunteerism, criminal records check) as set out in Schedule E;
- x. to operate the Arts Centre in an efficient, effective and sustainable manner that takes into consideration the long-term viability of the Arts Centre;
- y. to acknowledge the City's support for the Society, its programs and activities as applicable in appropriate communications and promotional materials used to promote these activities and where space permits. The Society shall provide such acknowledgement by using the logos and/or names of the City in accordance with prescribed standards;
- z. to maintain the Arts Centre and the operating equipment contained therein in a clean and safe condition at all times and in good working order, excepting normal wear and tear. The Society shall have exclusive and absolute care, custody and control of the Arts Centre and the equipment contained therein during the terms of this Agreement. The equipment shall remain the property of the City of Maple Ridge with the exception of those chattels listed on Schedule "D" which are acknowledged to be the property of the Society. Details of capital replacement between the City and Society are outlined in the Lease;
- aa. to obtain and maintain during the term of this Agreement, at the Society's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Society, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than \$5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail, and shall name the City of Maple Ridge and the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) as additional insured parties and shall provide for cross-liability and severability of interests, which means that the policy applies separately to each insured party. In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Society and the Society hereby appoints the City as the Society's lawful attorney to do all things necessary for that purpose;
- bb. to deliver a copy of each insurance policy required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance on request by the City;

- cc. to maintain its status as a Society in good standing with the Registrar of Companies for the Province of British Columbia and to function in accordance with the policy attached hereto as Schedule "F";
- dd. to maintain an open membership which will ensure all residents of the City may become members of the Society;
- ee. not to amend the Constitution or the bylaws of the Society without first informing the City of the intended amendment;
- ff. to restrict exclusive bookings of all or any part of the Arts Centre to no more than two continuous months in duration without written permission of the City having been first obtained, it being understood that the Society shall still be bound to perform all its obligations under this Agreement and the Lease;
- gg. not to suffer, permit or allow any unlawful activities or conduct or any nuisance to exist nor suffer, permit or allow any conduct or activity that is in breach of the Human Rights Code;
- hh. to possess, occupy, use and operate the Arts Centre in accordance with all the terms and conditions of any licenses issued by any governmental authority;
- ii. to obtain and keep current all permits and licenses required by law to be obtained to operate the Arts Centre and to fulfill the Society's obligations; and
- jj. to permit the Staff Liaison and the City's representatives to attend meetings of the Society's Board of Directors.

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

10. The Society must provide to the City:

- a. a detailed strategic plan and a budget each year no later than September 1st, for the operation of the Arts Centre, and for the delivery of the Operations, programs and activities for review by the Staff Liaison (attached as Schedule C). The Society shall ensure that the strategic plan will be in alignment with the City's vision and goals as determined by the City
- b. an annual report presentation following the Society's annual general meeting to the City including:
  - (i) (i) audited financial statements including disclosure to identify fundraised amounts as noted in section 11(b); and (c);
  - (ii) details relating to how the funds provided by the City were expended in support of the services identified in this Agreement, the Lease and the related facility maintenance agreement. The report should be certified by the Society's auditors as part of the annual audit; and
  - (iii) annual statistics on Arts Centre use, program and participation attendance numbers for scope of programs and services offered, volunteer information and other relevant data;

- c. Reporting on the City's requirements listed in section 9 during the term of the Lease; and
- d. A projected three-year budget (e.g. 2024-2026) at the time of renewal.

11. The parties agree that:

- a. the Operating Funds provided to the Society from the City will only be used for the items laid out in section 5 of this Agreement.
- b. the Society may establish a Capital Improvement Fund (CIF), with funds collected from a per ticket fee or similar mechanism that is charged to patrons, to be used for the sole purpose of capital improvements to the Arts Centre. This fund shall be restricted for this purpose in the Society's books;
- c. monies received or fundraised by the Society remain the assets of the Society. These include:
  - (i) All contributions from any source, including but not limited to individuals, foundations, corporations, partnerships, and societies.
  - (ii) All sponsorships;
  - (iii) All grant funding;
  - (iv) All gifts or bequests that may be made to the Society;
  - (v) Any income earned from any endowed funds;
  - (vi) Any federal or provincial government contributions.
- d. capital equipment that becomes part of the infrastructure of the Arts Centre purchased by the Society becomes the property of the City of Maple Ridge;
- e. equipment purchased through grants applied for by the Society remain the property of the Society if required under the conditions of the respective grant and will become part of the equipment list attached as Schedule D;

Indemnity

12. The Society will:

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

- (ii) any act, omission, or negligence of the Society, its officers, directors, members, contractors, volunteers or others of the Society; or
- (iii) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the Arts Centre or the Operations of the Society.

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

### **PART III – GENERAL PROVISIONS**

13. The parties agree:

- a. this Agreement shall come into effect on January 1, 2024, and shall expire and cease to be binding on the parties on December 31, 2026, provided that any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;
- b. the terms of this Agreement may be reviewed and revised with the mutual consent of all parties;
- c. the City has not made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Society other than those contained in this Agreement;
- d. nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Society;
- e. wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;
- f. the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- g. nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Society as anything other than an independent contractor;
- h. no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;
- i. no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled or unless written consent or approval relating to the specific matter has first been obtained. Prior consent, approval, condoning, excusing or overlooking by the City on previous occasions when such consent or approval was required shall not be

taken to operate as a waiver of the necessity for such consent or approval wherever required;

- j. if upon the expiry of the term of this Agreement on December 31, 2026, the Society continues to occupy and operate the Arts Centre, the City may, at its discretion, continue to pay the monthly Operating Fund amounts then in effect, and upon acceptance of the same by the Society each month, this Agreement shall continue to be binding on the City and the Society on a month-to-month term, and during such over holding, the notice period shall be 30 days.
- k. time shall be of the essence of this Agreement; and
- l. this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF MAPLE RIDGE  
in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Corporate Officer  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Corporate Administrative Officer  
Title

MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL (S-9295)  
in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

**Schedule "A"**  
**SOCIETY'S CONSTITUTIONAL PURPOSES**

## Schedule "B"

### ARTS CENTRE BUSINESS ADVISORY COMMITTEE TERMS OF REFERENCE

- (a) The Arts Centre Business Advisory Committee (Committee) will provide advice to the Society on matters referred to it by the Society and the City.
- (b) The Committee will be formed at the request of the City and Society and meet as needed to complete a specific task. The Committee will report on a regular basis to the Society's Board of Directors on its progress and provide advice and recommendations on the task assigned. Such matters may include but shall not be limited to the following:
  - tourism and other economic development opportunities
  - business and financial planning
  - organizational changes and re-structuring
  - new or emerging business practices in the arts sector
- (c) Committee membership will be established collaboratively by the City and Society who shall appoint one or two members each to the Committee.
- (d) The Committee shall be made up of no fewer than three and no more than seven appointees who shall be appointed at the beginning of each project. Additional appointees from the community will be recruited based on establishing criteria and may include representatives with skills, expertise, experience, diversity and age, as appropriate to the task. The duration would be determined by the Committee to complete the task and timeline for reporting to the Society's Board. The Committee shall select its own chair at its first meeting.
- (e) The City's Staff Liaison to the Society, the Executive Director of the Society or a designate may attend meetings to observe and provide information.
- (f) The Society will provide support to the Committee, preparing agenda and minutes in cooperation with the Committee Chair.
- (g) The Committee will provide a brief written report to the Board and City at regular meetings and its recommendations, findings and alternatives. The Board and City will consider recommendations and findings and/or alternatives as appropriate in consultations between the Board and City. The Committee will dissolve upon completion of the task.

**Schedule "C"**  
**STRATEGIC PLAN 2023-2026**

Schedule "D"

LIST OF EQUIPMENT OWNED BY THE SOCIETY

[September 2014]

MRPM Arts Council Property List:

- Grotian-Steinweg Concert Grand Piano
- Portable sound system
- Ben Q small Projector
- 50" Panasonic TV
- Antique Trunk
- 1 Skutt Electric kiln
- Rolling clay box
- Print Dryer
- Glass oval table
- 13" MacBook Pro laptop computer
- 2 Lenovo ThinkPad laptop computers
- Office furniture, supplies and computers for 5 staff
- Kitchen appliances, furniture, and dishes

## Schedule "F"

### CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO AN OPERATING AGREEMENT

1. That the group maintain its status as a registered Society in good standing with the Provincial Registrar of Companies.
2. That the purposes of the Society listed in its Constitution encompass the programs and services for which the agreement is being entered into.
3. That the Society dissolution clause in its Constitution identify that the assets of the Society shall go to a Maple Ridge organization with similar purposes or to the appropriate Maple Ridge government authority (to the City of Maple Ridge) upon dissolution of the Society.
4. That the Society's bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organization at a reasonable annual cost.
5. That the Society's bylaws provide for regular (annual) elections to the Board of Directors from the membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). The by laws should also provide for a maximum number of terms a member may serve on the Board before stepping down for at least one term.
6. That an audited financial statement be presented to the City on an annual basis if the operating grant is for an amount over \$75,000 annually. If the operating grant is for a smaller amount a statement must be presented which is subject to audit at the discretion and expense of the City.
7. That a detailed annual report of the programs and services provided to the community by the Society be provided to the City.
8. That the books and records of the Society are available to the City or its representatives for inspection at any time upon 24 hours notice having been provided requesting such notice.
9. That any changes to the Constitution or bylaws of the Society be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.
10. That the Society prepares and presents a three-year financial plan for its operations to the City on an annual basis.

## ARTS CENTRE LEASE

This LEASE dated as of this 1 day of January 2024, is

BETWEEN:

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

(the "Landlord")

AND:

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

(the "Tenant")

WHEREAS:

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

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

### 1.0 INTERPRETATION

#### 1.1 Rights And Obligations

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

#### 1.2 Dispute Resolution

In the event of a dispute arising between the Parties under this Lease, each Party shall be entitled to give the other Party written notice, within ten (10) Business Days of that Party's awareness of such a dispute, and the Parties shall use the below process to address disputes:

- (a) Designates for each Party will meet and work to resolve the dispute. If a resolution cannot be reached within ten (10) Business Days, or such time as agreed by all Parties, the dispute will be escalated in accordance with subsection 1.2(b) below.
- (b) All disputes arising out of or in connection with this Lease, or in respect of any defined legal relationship associated herewith or derived therefrom, shall be referred to and

finally resolved by arbitration in accordance with the arbitration rules of the ADR Institute of British Columbia. The appointing authority shall be the ADR Institute of British Columbia. The case shall be administered by the ADR Institute of British Columbia in accordance with its arbitration rules. The place of arbitration shall be Vancouver, or, if agreed to between the Parties, any other location in the province of British Columbia.

### 1.3 Net Lease

The Tenant acknowledges and agrees that it is intended that this Lease shall be a completely net Lease to the Landlord except as shall be otherwise provided in the specific provisions contained in this Lease, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever associated or arising from the use of the Premises, and the Tenant (except as shall be otherwise provided in the specific provisions contained in this Lease) shall pay all charges, impositions, and costs of every nature and kind relating to the Premises whether or not referred to herein and whether or not within the contemplation of the Landlord or the Tenant, and the Tenant covenants with the Landlord accordingly. The Rent herein shall be free of all abatements, withholding, reduction, release or discharge, set-offs or deductions of any kind or affected by any event, occurrence, circumstance or otherwise and despite any law or statute now or in the future to the contrary, and shall be absolutely net to the Landlord of real property taxes, charges, rates or assessments, expenses, costs, payments or outgoings of every nature arising from or related to the Premises and that the Tenant shall pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments and outgoings. The Tenant will also pay its costs of carrying out its obligations under this Lease.

### 1.4 Entire Agreement

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

### 1.5 Definitions

In this Lease:

- (a) **"Additional Rent"** means:
  - (i) all other amounts due and payable by the Tenant hereunder other than Basic Rent, whether or not specifically referred to as Rent; and
  - (ii) all monies to be paid by the Tenant to the Landlord pursuant to the Arts Centre Operating Agreement and all costs, expenses, losses and damages suffered by the Landlord as a result of any breach of the Arts Centre Operating Agreement by the Tenant.
- (b) **"Arts Centre Operating Agreement"** means that certain Agreement made between the Tenant and the Landlord, made as of the 1 day of January 2024.
- (c) **"Basic Rent"** as of any particular time means the net basic rental provided for in this Lease as specified in Section 3.2 of this Lease together with any other and additional

amounts which are herein expressed to be added to and made part of Basic Rent, other than Additional Rent.

- (d) **"Business Day"** means a day other than Saturday, Sunday, or statutory holiday observed in the City of Maple Ridge.
- (e) **"Business Hours"** means 8 a.m. to 5 p.m. Pacific Time on a Business Day.
- (f) **"Commencement Date"** means the 1 day of January 2024.
- (g) **"Day" or "Days"** means a calendar day or calendar days.
- (h) **"End of the Term"** means the day that is the last day of the Term of this Lease, being December 31, 2026.
- (i) **"Event of Delay"** means any event or circumstance, regardless of whether it was foreseeable, that reasonably prevents a Party from performing any of its obligations under this Lease, other than an obligation to pay money, except that an Event of Delay will not include a party's financial hardship, an increase in prices, or a change of law, or general economic conditions.
- (j) **"Government Body"** means any municipal, provincial, federal, school, or other public statutory authority, or department or agency thereof.
- (k) **"Hazardous Substances"** means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
  - (i) radioactive materials;
  - (ii) explosives;
  - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
  - (iv) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
    - (A) endangers the health, safety or welfare of persons or the health of animal life;
    - (B) interferes with normal enjoyment of life or property;
    - (C) causes damage to plant life or to property; or
    - (D) toxic substances; and
  - (v) substances declared to be hazardous or toxic or special waste under any law or regulation now or hereafter enacted or promulgated by any Government Body having jurisdiction over the Landlord, the Tenant or the Premises.
- (l) **"Landlord's Capital Replacement Fund"** means the fund established by the Landlord to provide a source of funds to implement the Landlord's Capital Replacement Plan.

- (m) **"Landlord's Capital Replacement Plan"** means the capital replacement plan prepared by the Landlord for the Premises, for those improvements constructed or installed by the Landlord to the Premises.
- (n) **"Facility Maintenance Agreement"** refers to the operational document in Schedule B of this agreement that further defines the obligations and schedules of the Landlord and Tenant for the Premises and Facility.
- (o) **"Landlord's Lands"** means the lands legally described as:  
 PID: 001-041-967  
 Legal Description: Lot 118, Except Firstly: Part subdivided by Plan 68843, Secondly: Part Subdivided by Plan LMP46699 and Thirdly: Part Subdivided by Plan LMP46997, District Lot 398 and 401, Group 1, NWD, Plan 60552.LOT 118 EXCEPT: FIRSTLY: PART SUBDIVIDED BY PLAN 68843; SECONDLY: PART SUBDIVIDED BY PLAN LMP46699; THIRDLY: PART SUBDIVIDED BY PLAN LMP46997; DISTRICT LOT 398 AND 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 60562
- (p) **"Lease"** means this document and the attached schedules.
- (q) **"Leasehold Improvements"** means all improvements, alterations, partitions, or fixtures from time to time installed for or by the Tenant in the Premises, except for furniture and readily removable trade fixtures and equipment which are not hard wired or plumbed as are necessary to operate with the Purpose at no cost to the Landlord.
- (r) **"Operating Expenses"** means all costs and expenses in connection with the operation and maintenance of all or any portion of the Premises and, without restricting the generality of the foregoing, includes all costs relating to insurance, life safety systems, charges for water, gas, air conditioning, electricity and other utilities, salaries and wages; together with all costs and charges for all fittings, machines, apparatus, meters, and any other thing leased or supplied in respect thereof; all works and services performed by any corporation, authority, or commission in connection with such utilities or expenses, whether charged to the Premises or allocated by the Landlord, acting reasonably; and independent service contracts and supplies incurred in cleaning, maintenance, garbage collection and disposal, operation, security, repairs, renovations and maintenance of all portions of the Premises and operating systems. Notwithstanding the above, "Operating Expenses" will include all costs and expenses in connection with the operation and maintenance of those items identified as being the responsibility of the Tenant in the Facility Maintenance Agreement, but not those items identified as being the responsibility of the Landlord in the Facility Maintenance Agreement;
- (s) **"Party"** means the Landlord or Tenant and may hereinafter collectively be referred as the **"Parties"**.
- (t) **"Premises"** means the building located on a portion of the Landlord's Lands as more particularly delineated in dimensional heavy black lines shown on the plan attached hereto as Schedule "A" together with all replacements, alterations, additions, changes, improvements or repairs thereto.
- (u) **"Prime Rate"** means the annual percentage rate of interest established from time to time by the Bank of Montreal or any successor thereto as the base rate that will be

used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate.

- (v) **"Purpose"** means the Tenant's use of the Arts Centre as a space for arts and culture programs and services pursuant to the Arts Centre Operating Agreement and for other purposes necessarily incidental thereto, and for no other purposes without the prior written consent of the Landlord, which may be arbitrarily denied by the Landlord.
- (w) **"Rent"** means collectively, Basic Rent and Additional Rent.
- (x) **"Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties, and excises whatsoever which are now or may hereafter be levied, imposed, rated, charged or assessed upon or with respect to the Premises, or any part thereof or any personal property of the Landlord used therefore whether levied, imposed, rated, or assessed by any Government Body or otherwise, and whether or not now customary or in the contemplation of the parties on the date of this Lease and all interest and penalties relating thereto. Without restricting the generality of the foregoing, Taxes shall include all:
  - (i) real property taxes, general and special assessments, and capital taxes;
  - (ii) taxes, fees, levies, charges, assessments, rates, duties, and excises for transit, housing, schools, police, fire, or other governmental services, or for purported benefits to the Premises;
  - (iii) local improvement taxes, service payments in lieu of taxes, and taxes, fees, levies, charges, assessments, rates, duties, and excises, however described, that may be levied, rated, or assessed as a substitute for, or as an addition to, in whole or in part, any property taxes or local improvement taxes;
  - (iv) costs and expenses, including legal and other professional fees and interest and penalties on deferred payments, incurred by the Landlord in contesting or appealing any taxes, assessments, rates, levies, duties, excises, charges, or other amounts as aforesaid; but Taxes shall exclude all of the following:
    - (A) income tax under Part I of the Income Tax Act (Canada) as it existed on the Commencement Date to the extent that such taxes are not levied in lieu of such Taxes; and
    - (B) the Tenant's Taxes.
- (y) **"Tenant's Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties, and excises which are now or may hereafter be levied, imposed, rated, or assessed by any lawful authority relating to or in respect of the business or other activities carried on by the Tenant or relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture, and movable partitions owned or installed by the Tenant at the expense of the Tenant or being the property of the Tenant.
- (z) **"Term"** means a term of 3 years starting on January 1, 2024.
- (aa) **"Third Party"** means a party other than the Parties to this Lease.

## 1.6 Currency

All references to money are to lawful currency of Canada.

## 1.7 Severability

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

## 1.8 Governing Law

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

## 1.9 Construction

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

## 2.0 EARLY POSSESSION AND DEMISE

### 2.1 Early Possession

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

### 2.2 Demise

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

## 3.0 BASIC RENT AND ADDITIONAL RENT

### 3.1 Paying Rent

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

### 3.2 Basic Rent

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

### 3.3 Additional Rent

- (a) The Tenant will pay all Additional Rent on the last day of each month unless other times for its payment are expressly set out in this Lease. If the Tenant fails to pay any Additional Rent, as and when due, the Landlord will have the same remedies for its collection as it has for recovering Basic Rent in arrears. If the Tenant fails to pay any sum which the Tenant is obliged to pay, then subject to Section 9.1, the Landlord may pay it and it will then be a debt owing by the Tenant to the Landlord.
- (b) The Tenant shall pay or cause to be paid all Tenant's Taxes and Operating Expenses and shall do so by paying the amounts directly to the Government Body or other utility, agency or company levying such charge at the time any such Tenant's Taxes or Operating Expense is due or as the Landlord may direct and shall provide the Landlord with proof of payment on demand. If the Tenant fails to pay such amounts, the Landlord may, but is not obliged to, pay such amount and the Tenant shall pay to the Landlord the amount of any such payment as Additional Rent.

### 3.4 Interest on Arrears

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

### 3.5 Irregular Periods

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

### 3.6 Applicable Taxes

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

### 3.7 Delinquent Taxes

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

#### 4.0 THE PREMISES

##### 4.1 Possession and Use of Premises

The Tenant will

- (a) take occupancy of the Premises on the Commencement Date, and at the request of the Landlord, sign an acknowledgment as to the Commencement Date;
- (b) manage and operate the Premises in accordance with the terms herein and the terms of the Arts Centre Operating Agreement;
- (c) not allow anyone except for its employees, clients and other persons lawfully having business with the Tenant, or permitted sub-tenants, to use or occupy the Premises;
- (d) use the Premises only for the Purpose set out within this Lease and not to use or permit to be used for any other purpose;
- (e) not let the Premises remain vacant for more than four consecutive Days;
- (f) not cause any waste or damage to the Premises;
- (g) not let the Premises become untidy or unsightly, and at the end of each Day leave them in such condition that they are clean and tidy;
- (h) in respect of the Tenant's activities on the Premises, at its own cost and expense, comply with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations or orders from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises or any part thereof relating to Hazardous Substances and the protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Premises or the Landlord's Lands or any part thereof constituting an offence thereunder or be in breach thereof and shall not bring upon the Premises, the Landlord's Lands, or any part thereof, or cause or suffer the bringing upon the Premises or the Landlord's Lands or any part thereof, any Hazardous Substances and, if at any time, notwithstanding the foregoing covenants of the Tenant:
  - (i) there are any Hazardous Substances upon the Premises or the Landlord's Lands or a part thereof as a result of the Tenant's use, occupation of or activities on the Premises; and
  - (ii) there is an occurrence of any event on the Premises or the Landlord's Lands or any part thereof arising from the Tenant's activities, operations, use or occupation of or on the Premises constituting an offence under or a breach of any applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders from time to time in force relating to Hazardous Substances; and

the Tenant shall, at its own expense:

- (iii) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this section;

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

the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous substances to the Premises or the Landlord's Lands and notwithstanding the expiry or earlier termination of this Lease;

- (n) make the Premises available to the Landlord for its functions at mutually agreed upon times when the Tenant does not require the Premises for scheduled programs and rentals during non-prime times and prime times when available. Specifically, the Landlord shall have access to the Premises at no charge, for municipal events and programs as follows:
- (i) Full access to the ACT Arts Centre once a quarter. Dates to be determined that align with the ACT Arts Centre's programming and event scheduling timeline.
  - (ii) Access to the Studio Theatre and/or lobby or combination of both monthly. Dates to be determined that align with the ACT Arts Centre's programming and event scheduling timeline.
  - (iii) Celebrate the Night annual celebration in October, which will include access to building, roof and power as needed for the fireworks display and event set up.
  - (iv) Canada Day, which will include access to power and building as required for the event set up
  - (v) Other large city events that develop and require access to the ACT Arts Centre for event support

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

The obligations of the Tenant in subsections 4.1(g), 4.1(h), 4.1(i), 4.1(j), 4.1(l), and 4.1(n) inclusive shall survive the End of the Term;

#### 4.2 Complying with Laws

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

#### 4.3 Tenant's Quiet Enjoyment

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

#### 4.4 Additional Easements - Landlord's Lands

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

#### 5.0 DISPOSITIONS

##### 5.1 Assigning and Sub-Letting

The Tenant will not assign this Lease or sub-let or part with possession of the whole or any part of the Premises for the whole or any part of the Term without the written consent of the Landlord, which consent shall be in the sole and unfettered discretion of the Landlord, provided that the Tenant may allow a portion of the Premises to be used and occupied under licence to Third Parties for scheduled programming and rentals as a community arts and culture facility.

##### 5.2 Landlord's Assignment

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

##### 5.3 Mortgaging

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

#### 6.0 REPAIRS, RENOVATIONS, DAMAGE AND EXPROPRIATION

##### 6.1 Landlord's Tangible Capital Replacement

- (a) The Landlord's obligation to repair or replace the Premises is restricted to those obligations and requirements set out in the Landlord's Capital Replacement Plan and further identified in the Facility Maintenance Agreement as being the responsibility of the Landlord. With respect to any tangible capital replacement, the Landlord shall cause such repair or replacement to be undertaken in accordance with the Landlord's Capital Replacement Plan utilizing the Landlord's Capital Replacement Fund, and all repair or replacement by the Landlord will be subject to the establishment of the Landlord's annual budget and approval by the Council of the City of Maple Ridge. If the budgeted amounts by the Landlord are reduced, the Landlord and the Tenant agree to review and proportionally reduce the level of capital replacement required by the Landlord for the Premises during the Term. If any tangible capital replacement is required for the Premises, the Landlord shall cause such replacement to be commenced, in the case of

an emergency, as soon as practical, and otherwise within 60 Days after the Tenant's notice to repair and the Landlord will repair, restore and make good such replacement and proceed diligently thereafter to the completion thereof. Both Parties will review capital requirements in the inventory list at least annually to update and amend as needed.

#### Landlord's Structural Facility Repairs

(b) The Landlord covenants with the Tenant to keep in a good and reasonable state of repair the Premises solely with respect to structural facility repairs; roofing; replacement of heating, plumbing, air conditioning, electrical, and ventilating systems, but limited to those aforementioned utilities that have a lifecycle of beyond five years; exterior glass; exterior repainting; replacement of exterior signage; and floor replacements. The repair and replacement of the items listed in this subsection 6.1(b) shall be funded from the capital reserve established by the Landlord for that purpose. Further, the Landlord shall be responsible for the preventative maintenance and repair of those items on the Premises identified as being the responsibility of the Landlord in the Facility Maintenance Agreement.

#### 6.2 Tenant's Repairs

6.3 The Tenant covenants with the Landlord to keep the Premises in a good and reasonable state of repair and maintenance as a prudent and reputable multi-year tenant in the Greater Vancouver Area, and in particular will do so accordance with the operating plan and manual and with the maintenance plan and manual, all of which were delivered by the Landlord to the Tenant. The Tenant will be responsible for the preventative maintenance and repair of those items identified as being the responsibility of the Tenant in the Facility Maintenance Agreement. The Tenant will keep the Premises, its Leasehold Improvements and its fixtures in good repair and in a clean and safe condition and shall be responsible for all equipment and facility operating, servicing and preventative maintenance, interior painting, and minor repairs, except for the capital replacement costs and structural facility repairs to the Premises set out in the Landlord's Capital Replacement Plan. Inspection and Access

With 24 hours' advance notice to the tenant, the Landlord's representatives may enter the Premises from time to time and at all reasonable times, and at any time during any emergency, to:

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

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

#### 6.4 Tenant Renovations

The Landlord must approve the design and quality of the Leasehold Improvements prior to construction or installation of the same, and provided that the Tenant will not make or construct any alterations, additions or improvements in the Premises nor install any plumbing, piping, wiring or heating apparatus or other mechanical systems therein without the written

permission of the Landlord which permission the Tenant acknowledges the Landlord may arbitrarily withhold and at the end or sooner determination of the Term the Tenant will restore the Premises or any part thereof, to their condition as at the commencement of the Term reasonable wear and tear only excepted, if called upon to do so by the Landlord. When requesting that consent, the Tenant will give the Landlord a copy of reasonably detailed drawings and specifications for the proposed work and names of contractors and subcontractors who will perform such work. The Tenant will do such approved work at its sole cost and expense in a good and workmanlike manner, in accordance with the drawings and specifications the Landlord has approved, and in accordance with the Landlord's reasonable requirements. The Tenant will use contractors and subcontractors to whom the Landlord has consented, except that the Tenant may use its own employees provided such employees carry out such construction, installation or alteration in accordance with all manufacturers or equipment suppliers requirements and industry standards and subject to the foregoing, the Landlord may designate the contractors, and subcontractors to be used for mechanical, structural, or electrical design and work. The Landlord's reasonable costs of providing consent, inspection, and supervision with respect to any such work are to be paid for by the Tenant as Additional Rent. Upon completing any work, the Tenant will deliver to the Landlord a full set of as-built drawings which the Landlord may keep.

Any fixtures, whether built or installed in or on the Premises during the Term (or any renewal thereof), shall remain in the possession of the Landlord at the end of the Term (or any renewal thereof, and unless agreed otherwise in writing by the Parties prior to the fixtures being affixed to the Premises, or if the Landlord requires the Tenant to remove the fixtures at the expiry of the Term (or any renewal thereof), in which case the Tenant shall remove such fixtures at their expense and, in such removal, do no damage to the Premises, or shall make good any damage which the Tenant may occasion by such removal. The Tenant hereby grants to the Landlord a security interest in the Tenant's right, title, and interest in all present and after-acquired property of any kind, including property that is now or hereafter affixed or built into the Premises, as security for all present and future obligations of the Tenant to the Landlord under the Lease in accordance with the following:

- (a) This security interest secures a running account and will not be discharged if the Tenant is not indebted to the Landlord at any particular time or times;
- (b) In the event of any default under this Lease, in respect of which the Landlord has given notice to the Tenant under section 9.2 and the Tenant has not cured the default within the period specified, the Landlord will have the right to enter the Premises and to take possession of any property secured hereby, and will have all the rights of a secured party under the *Personal Property Security Act* of British Columbia (as amended from time to time), to retain possession, sell, and otherwise deal with such property;
- (c) The Tenant waives its right to receive copies of all financing statements and verification statements that may be filed or issued with respect to the security interests created hereby;
- (d) The Tenant agrees to enter into and grant such further and other documents as are requested by the Landlord, acting reasonably, to confirm or enhance this security interest; and
- (e) This security interest will survive expiry or early termination of this Lease and is in addition to, and will not prejudice, any of the other rights or remedies of the Landlord under this Lease.

## 6.5 Liens

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

## 6.6 Tenant to Discharge Lien

The Tenant will use its best efforts to ensure that no claim of lien will be filed in respect of any work that may be carried out by it or on its behalf in the Premises or on the Landlord's Land, and if a claim of lien is filed in respect of any such work the Tenant will take all necessary steps to have the claim of lien cancelled and discharged from the Landlord's Land and the Premises within 15 days of the date the Tenant has knowledge of such filing, and the Tenant will indemnify and save harmless the Landlord from any and all loss, cost, expense, damage, and liability in respect of such claim of lien. The Landlord, in addition to any right or remedy, will have the right, but will not be obliged, to discharge any claim of lien from the Landlord's Land and the Premises by paying the amount claimed to be due or by procuring a discharge of such liens by deposit in the appropriate court, and in any such event the Landlord will be entitled, if it so acts, to expedite the prosecution of any action for the enforcement of such claim of lien by the lien claimant and to pay the amount of the judgment, if any, in favour of the lien claimant with interest and costs. In any such event the Tenant will promptly pay to and reimburse the Landlord for all money expended by the Landlord and all costs and expenses incurred by the Landlord.

## 6.7 Tenant to Reimburse Landlord

The Tenant will reimburse the Landlord for all costs of the Landlord arising out of or in any way connected with section 6.5 or 6.6 or any builder's lien or other lien arising as a result of any activity of the Tenant under this Lease or on the Premises or the Landlord's Lands.

## 6.8 Tenant's Negligence and Liability

Despite section 6.1, if any part of the Premises or the Landlord's Lands, including utilities systems, needs repair or replacement by reason of the fault, omission or negligence of the Tenant or its employees, contractors, invitees or licensees, the Tenant will be responsible for repair and restoration thereof at its own expense therefore and for any resulting or consequential injury, loss or damage whether or not such repair or replacement is covered by the Landlord's Capital Replacement Plan.

## 6.9 Damage or Destruction

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

## 6.10 Expropriation

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

## 7.0 SURRENDERING PREMISES AND REMOVING FIXTURES

### 7.1 Surrender

7.2 At the end of the Term or earlier termination of this Lease, the Tenant will surrender possession of the Premises and the Tenant's Leasehold Improvements to the Landlord, without compensation, in the condition in which the Tenant was obliged to keep them under the provisions of this Lease. The Tenant's Leasehold Improvements will remain the Landlord's property, except for those which the Tenant is obliged to remove under section 7.2. The Tenant will not be entitled to any compensation from the Landlord for surrendering and yielding up the Premises as provided. Removal of Fixtures

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

### 7.3 Survival

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

## 8.0 LIABILITY-INDEMNIFICATION AND INSURANCE

### 8.1 Limitation of Landlord's Liability

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

### 8.2 Indemnification - General

The Tenant will release, indemnify, defend, save and hold the Landlord, its officers, elected officials, employees, volunteers and agents, harmless from any and all claims or causes of action for death or injury, or damage to property, and against any and all damages, costs, losses, demands, builders liens, indirect or consequential damages (including loss of profits and loss of use and damage arising out of delays), judgments, expenses and fees including, without limitation, any reasonable legal expenses (on a solicitor and own client basis) incurred by or on behalf of any of the foregoing in the investigation and defense of any and all such suits, proceedings, claims, demands or actions, which the Landlord may incur or suffer or be put to by reason of or in connection with or arising from the Tenant's activities on the Premises or the Landlord's Lands, this Lease or the use and occupation of the Premises or the Landlord's Lands, including without limitation:

- (a) any breach of any contract, lien or mortgage on the Premises caused by any act or omission of the Tenant;
- (b) any obligation of the Tenant arising or outstanding upon the expiration or earlier termination of this Lease;
- (c) any breach, violation or non-performance by the Tenant of any obligation contained in this Lease to be observed or performed by the Tenant;
- (d) any damage to the property of the Tenant, any sub-tenant, licensee, or any person claiming through or under the Tenant or any sub-tenant or licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, occupation, repair or maintenance of the Premises;
- (e) any injury to any person, including death or property damage to the property of any person, firm or corporation resulting at any time therefrom, occurring in or about the Premises or the Landlord's Lands;
- (f) any wrongful or unlawful act or neglect of the Tenant, its invitees and licensees, in and about the Premises or the Landlord's Lands;
- (g) the Premises or the Landlord's Lands or any portion thereof not being suitable for use by the Tenant;

- (h) any release or alleged release of any Hazardous Substances at or from the Premises for the Landlord's Lands arising or resulting from or in relation to any act or omission or of the use of occupation of the Premises by the Tenant or any person for whom in law the Tenant is responsible;
- (i) the need to take any remedial action and the taking of such action as a result of Hazardous Substances on the Premises or the Landlord's Lands or any portion thereof; or
- (j) any injury to any person (including death), property damage or other loss or damage including damage to property outside the Premises or the Landlord's Lands or any portion thereof, arising out of or in any way connected with the manufacture, storage, transportation, handling or discharge of Hazardous Substances on or from the Premises.

### 8.3 Survival of Indemnities

The obligations of the Tenant to indemnify the Landlord shall apply and continue notwithstanding the End of the Term, any termination of this Lease or breach of this Lease by the Landlord, or negligence on the part of the Landlord, its elected officials, officers, servants, agents, volunteers, employees, contractors and subcontractors anything in this Lease to the contrary notwithstanding.

### 8.4 Tenant's Insurance

The Tenant will obtain and maintain in good standing:

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

The Tenant will obtain all such insurance in at least those amounts set out in section 8.4 (a) as it relates to the liability insurance policies, and otherwise in those amounts a prudent owner of comparable space in a comparable building in the Greater Vancouver area would obtain and maintain from time to time. All such insurance policies will:

- (e) include the Tenant and the Landlord with respect to the insurance policy specified in section 8.4(a) as named insureds;
- (f) contain a waiver of any right of subrogation or recourse by the Tenant's insurer against the Landlord or its employees, agents, contractors, whether or not any loss is caused by the act, omission or negligence of the Landlord or its employees, agents, contractors;
- (g) provide that the insurer will give the Landlord 30 Days' prior written notice of cancellation, material alteration or lapse of any policy; and
- (h) provide that such policies will not be invalidated with respect to the interest of the Landlord by reason of any breach or violation of any warranties, representations, declarations, or conditions contained in the policies. The Tenant will effect all such policies with insurers and upon terms satisfactory to the Landlord. The Tenant will give the Landlord certificates of insurance evidencing all such insurance and its renewal. The Tenant will pay the premium for each policy. If the Tenant fails to obtain or maintain any such insurance, the Landlord may do so as the Tenant's agent and at the Tenant's costs. The Tenant will review all its policies annually to ensure that they are up to date and will obtain and maintain such other insurance as required by the Landlord from time to time.

#### 8.5 Landlord's Insurance

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

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

#### 9.1 Landlord May Perform Covenants

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

#### 9.2 Right of Re-Entry on Default or Termination

If and whenever:

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

- (b) the Tenant defaults in observing or performing any of its obligations under this Lease and fails to cure that default within 30 Days [NTD: or consider shorter number of Business Days] after the Landlord gives the Tenant notice specifying the nature of the default;
- (c) there is an emergency with respect to the Premises or any part thereof, the Tenant has failed to keep in force the insurance required under this Lease, or the Tenant in observing or performing any of its obligations under this Lease and that default is not curable;
- (d) the Tenant ceases to be or operate as a not-for-profit entity;
- (e) this Lease is terminated under any provision hereof;
- (f) the Landlord has become entitled to terminate this Lease; or
- (g) the Tenant abandons the Premises or any part thereof,

then, in each and every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forced entry if necessary, to enter into and upon the Premises or any part thereof in the name of the whole, and to terminate this Lease to repossess the Premises and enjoy as of its former estate, despite anything in this Lease to the contrary. If the Landlord terminates this Lease pursuant to this section 9.2 or otherwise as a result of default of the Tenant, the Tenant shall be liable to the Landlord for the amounts payable pursuant to section 9.10.

### 9.3 Termination and Re-Entry

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

### 9.4 Re-Letting

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

### 9.5 Method and Waiver on Re-Entry

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

#### 9.6 Bankruptcy or Insolvency

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

#### 9.7 Distress

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

#### 9.8 Cumulative Remedies

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

#### 9.9 Waiver and Condoning

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this Lease shall not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this Lease shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of Rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Tenant shall not waive such breach. No waiver by the Landlord shall be effective unless made in writing

#### 9.10 Legal Fees

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

## 10.0 GENERAL PROVISIONS

### 10.1 Events of Delay

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

### 10.2 Overholding

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

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

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

### 10.3 Exhibiting Premises

The Landlord, during normal Business Hours, may exhibit the Premises to prospective tenants during the last 6 months of the Term and, at all reasonable times, to the Landlord's prospective purchasers and lenders, but, in doing, will attempt to disturb the Tenant as little as possible.

### 10.4 Subordination

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

### 10.5 Certificates

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

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

#### 10.6 Attornment

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

#### 10.7 Notices

Any notice, report, statement or invoice which will or may be given pursuant to or in addition to this Lease will be in writing and shall be conclusively deemed to be validly given or delivered to and received by the Parties when addressed to the designates below: (a) if hand delivered, including by bonded courier, to a Party at the address specified in this section, on the date of that personal delivery; or (b) if mailed, on the third Business Day after the mailing of the same by prepaid post to the addresses specified in this section; or (c) if sent by email as of the time of verified reception to an email address specified in this section. The onus of proving reception lies with the mailing Party, by copy of an email confirmation to the appropriate email address;

- (a) to the Landlord:  
City of Maple Ridge  
11995 Haney Place  
  
Maple Ridge, British Columbia V2X 6A9  
Attention: Director of Recreation Services
- (b) to the Tenant:  
Maple Ridge and Pitt Meadows Arts Council  
11944 Haney Place  
Maple Ridge, British Columbia V2X 6G1  
Attention: The President

Notices, approvals, waivers, tenders and other documents and monies permitted, required, or contemplated by this Lease may be given, delivered or tendered by or to the Parties by their respective solicitors on their behalf.

#### 10.8 Time of Essence

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

#### 10.9 Registration

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

#### 10.10 Liability

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

#### 10.11 Binding Effect

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

#### 10.12 Relationship

It is understood and agreed that nothing contained in this Lease or in any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the day and year first above written.

CITY OF MAPLE RIDGE by its authorized signatory:

\_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Administrative Officer

Date: \_\_\_\_\_

MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL (S-9295)  
by its authorized signatories:

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

SCHEDULE A

PREMISES

SCHEDULE B

Facility Maintenance Agreement

SCHEDULE C  
Operating Agreement

**SCHEDULE "B" - Facilities Maintenance Agreement**  
**PREVENTATIVE MAINTENANCE AND REPAIR**  
**CAPITAL LIFECYCLE AND REPLACEMENT PLAN**

**Legend**

ACT = The Maple Ridge Pitt Meadows Arts Council

CMR = City of Maple Ridge

**City of Maple Ridge Responsibilities:**

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>	<i>Scheduled Maintenance Timeline</i>
<b>1.</b>	<b>Heating, Ventilation and Air Conditioning</b>			
a.	Annual inspection	CMR	CMR	Semi Annually Quarterly Annually
b.	Routine maintenance and repair	CMR	CMR	Quarterly Inspections
c.	Cleaning ducts	CMR	CMR	As Needed
d.	Life Cycle Replacement	CMR	CMR	As Needed
<b>2.</b>	<b>Plumbing System</b>			
a.	Preventative maintenance and repairs to hot water heat systems, domestic cold water systems, PRV's and Backflows.	CMR	CMR	Per Contract
b.	Lifecycle replacement of hot water heating systems and domestic cold water systems.	CMR	CMR	As Needed
c.	Maintenance and repairs of sump pump	CMR	CMR	As Needed
d.	Lifecycle replacement of sump pumps	CMR	CMR	As Needed
<b>3.</b>	<b>Elevator Systems Exclusive to or within the Premises</b>			
a.	Lobby Elevator and Backstage Elevator preventive maintenance and repairs.	CMR	CMR	Monthly
b.	Lobby elevator, backstage elevator and orchestra lift (Gala System) life cycle replacement.	CMR	CMR	
<b>4.</b>	<b>Fire Protection &amp; Suppression Systems exclusive to or within the Premises</b>			
a.	Fire extinguishers; annual inspect; repairs, recharging and life cycle replacement	CMR	CMR	Annually

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
b.	Fire alarm system: annual inspection; maintenance, repairs	CMR	CMR	Annually
c.	Fire alarm system: life cycle replacement	CMR	CMR	As Needed
d.	Fire sprinkler system: annual inspection, maintenance, and repairs	CMR	CMR	Annually
e.	Fire sprinkler system: life cycle replacement	CMR	CMR	As Needed
f.	Smoke detectors: annual inspection; maintenance & repairs and life cycle replacement	CMR	CMR	Annually
g.	Smoke vent life cycle replacement	CMR	CMR	As Needed

<b>5.</b>	<b>Security System</b>			
a.	Life cycle replacement	CMR	CMR	As Needed

<b>6.</b>	<b>Electrical Distribution System</b>			
a.	Lifecycle replacement of wiring panels	CMR	CMR	As Needed

<b>7.</b>	<b>Lighting Systems exclusive to or within the Premises</b>			
a.	Lifecycle replacement of interior and emergency/exit lighting systems.	CMR	CMR	As Needed
b.	Lifecycle replacement of specialty lighting systems.	CMR	CMR	As Needed
c.	Maintenance & repair of exterior lighting (roof line mounted fixtures)	CMR	CMR	As Needed
d.	Lifecycle replacement of exterior lighting	CMR	CMR	As Needed

<b>8.</b>	<b>Interior and Exterior Windows</b>			
a.	Breakage and routine repairs of exterior windows	CMR	CMR	As Needed
b.	Life cycle replacement of exterior windows including awning.	CMR	CMR	As Needed
c.	Cleaning of exterior surfaces of exterior windows including awning.	CMR	CMR	Semi Annually

<b>9.</b>	<b>Interior and Exterior Doors</b>			
a.	Replacement of interior & exterior doors due to structural damage (settling of building)	CMR	CMR	As Needed

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
<b>10.</b>	<b>Interior Surfaces within the Premises</b>			
a.	Interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks, structural damage not caused by the Tenant's occupation or operations	CMR	CMR	As Needed
b.	Life cycle replacement of floor coverings	CMR	CMR	As Needed
c.	Life cycle replacement of structural ceiling infrastructure	CMR	CMR	As Needed

<b>11.</b>	<b>Major Structural Systems</b>			
a.	Maintenance and repairs of foundations, flooring sub-structure, building envelope, including bearing walls, awing and roofing, due to <u>damage related to the tenancy.</u>	CMR	ACT	As Needed
b.	Maintenance and repairs of foundations, flooring sub-structure, building envelope, including bearing walls, awing and roofing, due to <u>damage NOT related to the tenancy.</u>	CMR	CMR	As Needed
c.	Repairs and painting of exterior surfaces	CMR	CMR	As Needed
d.	Repairs and replacement of exterior windows	CMR	CMR	As Needed
e.	Exterior lifecycle repainting	CMR	CMR	As Needed
f.	Cleaning of eaves troughs, gutters and awning.	CMR	CMR	Semi Annually

<b>12.</b>	<b>Exterior Site Services</b>			
a.	Landscaping repairs and maintenance	CMR	CMR	
b.	General cleaning of grounds and litter disposal as defined in the architectural drawings.	CMR	CMR	
c.	Snow and ice removal of the front entry ramp and stairs with a path to the front entrance of the building	CMR	CMR	As Needed
d.	Repairs of water and sewage systems beyond the building perimeter (unless deemed to be caused by the tenant)	CMR	CMR	As Needed
e.	Graffiti removal exterior building	CMR	CMR	As Needed

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>	<i>Scheduled Maintenance Timeline</i>
f.	Pest control services for exterior areas defined in the architectural drawings.	CMR	CMR	Monthly

<b>13.</b>	<b>Exterior signage for the Premises</b>			
a.	Maintenance and lifecycle of "Maple Ridge ACT" light sign near roof.	CMR	CMR	As Needed

<b>14.</b>	<b>Audio/Visual Building and Performance Systems</b>			
a.	Lifecycle replacement of all audio/visual systems	ACT	CMR	As Needed

<b>15.</b>	<b>Business Operations</b>			
a.	Garbage bin servicing	CMR	CMR	Weekly

<b>16.</b>	<b>Emergency Generator</b>			
a.	Annual testing, servicing, fuel and preventative maintenance	CMR	CMR	Monthly Annually

**The Maple Ridge Pitt Meadows Arts Council Responsibilities**

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>	<i>Scheduled Maintenance Timeline</i>
<b>1.</b>	<b>Plumbing System</b>			
a.	Repairs to all fixtures including faucets, sinks, toilets, unplugging toilets, replacements and all other routine repairs.	ACT	ACT	As Needed

<b>2.</b>	<b>Elevator Systems Exclusive to or within the Premises</b>			
a.	Orchestra Lift (Gala System) preventive maintenance and repairs.	ACT	ACT	Monthly

<b>3.</b>	<b>Fire Protection &amp; Suppression Systems exclusive to or within the Premises</b>			
a.	Smoke vent repairs	ACT	ACT	As Needed

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
<b>4.</b>	<b>Security System</b>			
a.	System monitoring, phone monitoring, inspection, maintenance and repair	ACT	ACT	Annually
b.	Repair, replacement, rekeying of all locks	ACT	ACT	As Needed
c.	Keys replacement	ACT	ACT	As Needed

<b>5.</b>	<b>Electrical Distribution System</b>			
a.	Inspection, maintenance and repair of wiring, breakers, and electrical panels.	ACT	ACT	Annually
b.	Repair or replacement of switches, receptacles and cover plates.	ACT	ACT	As Needed
c.	Additional enhancements to meet program and service's needs, including ongoing maintenance.	ACT	ACT	As Needed
d.	Resetting of tripped breakers	ACT	ACT	As Needed

<b>6.</b>	<b>Lighting Systems exclusive to or within the Premises</b>			
a.	Bulb/tube replacement for interior lighting.	ACT	ACT	As Needed
b.	Annual inspection and maintenance of interior emergency/exit lighting.	ACT	ACT	Annually
c.	Interior lighting ballast replacement.	ACT	ACT	As Needed
d.	Cleaning of interior light fixtures.	ACT	ACT	Annually or As Needed
e.	Maintenance & repair of all specialty lighting fixtures	ACT	ACT	As Needed
<b>7.</b>	<b>Interior and Exterior Windows</b>			
a.	Breakage, routine repair, and replacement of interior windows	ACT	ACT	As Needed
b.	Cleaning of interior windows and interior surfaces of exterior windows.	ACT	ACT	Semi Annually

<b>8.</b>	<b>Interior and Exterior Doors</b>			
a.	Maintenance and repair of interior doors, including hardware	ACT	ACT	As Needed
b.	Maintenance and repair of exterior doors including hardware	ACT	ACT	As Needed
c.	Life cycle replacement of interior and exterior doors, including hardware	ACT	ACT	As Needed

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
<b>9.</b>	<b>Interior Surfaces within the Premises</b>			
a.	Interior life cycle repainting	ACT	ACT	Approx, Every 7 Years
b.	Provision, maintenance and cleaning of window applications, including but not limited to blinds and curtains	ACT	ACT	Semi Annually
c.	Repair of interior walls and ceilings, including minor painting, counter tops, washroom partitions	ACT	ACT	As Needed
d.	Repair and replacement of ceiling tiles.	ACT	ACT	As Needed
e.	Cleaning, maintenance, and repair of floor coverings and theater seating	ACT	ACT	As Needed
<b>10.</b>	<b>Major Structural Systems</b>			
a.	Maintenance and repairs of foundations, flooring sub-structure, building envelope, including bearing walls, awing and roofing, due to <u>damage related to the tenancy.</u>	CMR	ACT	As Needed
b.	Cleaning of roof drains and roof areas.	ACT	ACT	Semi Annually
<b>11.</b>	<b>Exterior Site Services</b>			
a.	Snow and ice removal from steps, walkways, entrances, fire exits and loading bay excluding the front entrance including the provision of de-icing materials	ACT	ACT	As Needed
b.	Maintenance and repair of loading bay area, concrete, doors.	ACT	ACT	As Needed
<b>12.</b>	<b>Exterior signage for the Premises</b>			
a.	Maintenance and lifecycle of vertical banner sign facing west on left side of main entrance.	ACT	ACT	*This needs to be replaced in 2025
<b>13.</b>	<b>Interior signage within the Premises</b>			
a.	Design, installation, maintenance, repair and replacement	ACT	ACT	As Needed

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
<b>14.</b>	<b>Audio/Visual Building and Performance Systems</b>			
a.	Inspection, maintenance and repair of all audio/visual systems	ACT	ACT	As Needed
b.	Lifecycle replacement of all audio/visual systems	ACT	CMR	As Needed

<b>15.</b>	<b>Janitorial services within the premises</b>			
a.	Routine janitorial/custodial services	ACT	ACT	As Needed
b.	Janitorial/custodial services for performances or special events.	ACT	ACT	As Needed
c.	Provision of routine washroom supplies	ACT	ACT	As Needed
d.	Provision of washroom supplies for performances or special events.	ACT	ACT	As Needed
e.	Pest control services (interior)	ACT	ACT	As Needed

<b>16.</b>	<b>Appliances, Program and Other Non-Installed Equipment within the Premises</b>			
a.	Inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	ACT	ACT	As Needed
b.	Replacement of all appliances, program, and non-installed equipment	ACT	ACT	As Needed
c.	Maintenance, repair and replacement of furniture	ACT	ACT	As Needed

<b>17.</b>	<b>Renovations and Upgrades within the Premises</b>			
a.	Any standard renovations, alterations, upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by CMR)	ACT	ACT	As Needed

<b>18.</b>	<b>Utilities</b>			
a.	Electricity	ACT	ACT	As Needed
b.	Gas	ACT	ACT	As Needed
c.	Water and Sewer	ACT	ACT	As Needed

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>	<i>Scheduled Maintenance Timeline</i>
<b>19.</b>	<b>Business Operations</b>			
a.	Staff Costs	ACT	ACT	As Needed
b.	Telephone, internet and cable services	ACT	ACT	As Needed
c.	Insurance (in accordance with Section 8.4 of the Lease Agreement)	ACT	ACT	As Needed
d.	Supplies and equipment, including bathrooms, kitchen and meeting rooms, where applicable	ACT	ACT	As Needed

DRAFT



## CLOSED COUNCIL MEETING MINUTES

April 22, 2025, 5:30 p.m.  
Council Chambers  
City Hall, 11995 Haney Place

Council Present: Mayor D. Ruimy  
Councillor K. Carreras  
Councillor O. Dozie (virtual)  
Councillor J. Dueck  
Councillor S. Schiller  
Councillor J. Tan  
Councillor A. Yousef

Staff Present: S. Hartman, Chief Administrative Officer  
C. Mushata, Director of Legislative Services and Corporate Officer  
Z. Lifshiz, Director, Strategic Development, Services Communications and Public Engagement  
C. Nolan, Deputy Director of Finance  
W. Oleschak, Director of City Operations  
V. Richmond, Director of Facilities, Parks & Properties  
C. Martin, Director of Recreation  
J. Stiver, Director of Planning and Building

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Councillor Dozie participated virtually and confirmed that he was in a secure location.

**1. CALL TO ORDER**

**2. APPROVAL OF AGENDA**

Closed Council Meeting Agenda - April 22, 2025

**R/2025-C-059**

**Moved by:** Councillor Schiller

**Seconded by:** Councillor Carreras

THAT the April 22, 2025, Closed Council Meeting Agenda be approved as circulated.

**CARRIED**

**3. ADOPTION OF MINUTES**

Closed Council Meeting Minutes - April 15, 2025

**R/2025-C-060**

**Moved by:** Councillor Carreras

**Seconded by:** Councillor Tan

THAT the April 15, 2025, Closed Council Meeting Minutes be adopted as circulated.

**CARRIED**

**4. UNFINISHED BUSINESS**

**5. NEW BUSINESS**

**5.1 ACT Arts Centre Lease and Operating Agreement**

*\*Consideration pursuant to section 90(1)(e)*

Staff report dated April 22, 2025.

**R/2025-C-061**

**Moved by:** Councillor Carreras

**Seconded by:** Councillor Tan

THAT Council direct Staff to present the updated Lease, Operating, Facilities Maintenance Agreements, and letter to the Maple Ridge Pitt Meadows Arts Council.

**CARRIED**

**5.2 Appointment of Servicing Officer and Approving Officer**

*\*Consideration pursuant to section 90(1)(a)*

Staff report dated April 22, 2025.

**R/2025-C-062**

**Moved by:** Councillor Carreras

**Seconded by:** Councillor Tan

THAT Council appoint James Stiver, Director of Planning and Building, Steven Faltas, Director of Engineering, and Hasib Nadvi, Deputy Director, Planning and Building as Servicing Officers effective May 7, 2025; and

AND THAT Council appoint Hasib Nadvi, Deputy Director, Planning and Building as Approving Officer effective May 7, 2025.

**CARRIED**

**R/2025-C-063**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Carreras

THAT Council release from closed session the appointments of Approving Officer and Servicing Officers at the discretion of the CAO.

**CARRIED**

**5.3**

S 12, S 13, of F PPA, and S 90(1) of Community Charter

[Redacted]

- 6. INFORMATION ITEMS**
- 7. ITEMS TO BE RELEASED FROM CLOSED STATUS**
- 8. ADJOURNMENT**

6:06 pm

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D. Ruimy, Mayor

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C. Mushata, Corporate Officer

## ACT Arts Centre Lease and Operating Agreement

**Recommendation:**

**THAT Council direct Staff to present the updated Lease, Operating, Facilities Maintenance Agreements, and letter to the Maple Ridge Pitt Meadows Arts Council.**

**Report Purpose and Summary Statement:**

To provide council the updated Lease Agreement, Operating Agreement and Facilities Maintenance Agreement for their final review and approval.

**Previous Council Action:**

Council approved the draft Operating and Lease agreements presented to Council on October 15, 2024, to be sent to the Maple Ridge Pitt Meadows Arts Council for their review, with authorization to proceed with any necessary negotiations. On April 1, 2025, Council reviewed the response from the Maple Ridge Pitt Meadows Arts Council and staff recommendations for next steps.

**Financial Impact:**

Approved 2% increase to Annual Operating Funds.

**Strategic Alignment:**

Engaged, Healthy Community

**To:** Mayor and Council

**File number:** 01-0560-01-2025

## **ACT Arts Centre Lease and Operating Agreement**

### **BACKGROUND:**

The current operating and lease agreements with the Maple Ridge Pitt Meadows Arts Council (MRPMAC) expired at the end of 2023 and continues on a month-to-month basis.

Staff presented the proposed changes to the operating agreement and lease to be presented to the MRPMAC to council on October 15th, 2024.

Staff presented the operating agreement and lease in person at the ACT to the MRPMAC on November 14, 2024. Staff outlined the updates to each of the agreements and reviewed the documents with the MRPMAC. Staff engaged in discussions and answered questions from the Arts Council.

On February 10th, 2025, the Executive Director responded via email with responses to both agreements and requested a meeting to discuss. Staff responded they would require time to review the documents and proposed changes and would reply to the MRPMAC by mid April with next steps.

On April 1, 2025, Staff presented to Council the response from MRPMAC on the draft agreements and staff recommendations to each item they responded to.

Staff have awarded and begun work with the chosen consultant on the Arts, Culture, Heritage and Events review. This work is anticipated to be completed by September 30, 2025.

### **ANALYSIS:**

#### **Discussion:**

Staff are bringing forward changes to the agreements and draft agreements containing these updates. Below is a summary of the key changes:

**Lease Agreement**

Item	Lease Agreement Language	Final Lease Agreement Language
Page 3 1.5H	"End of the Term" means the day that is the last day of the Term of this Lease, being December 31, 2026.	Kept original language
Page 10 4.1N	<p>make the Premises available to the Landlord for its functions at mutually agreed upon times when the Tenant does not require the Premises for scheduled programs and rentals during non-prime times and prime times when available. Specifically, the Landlord shall have access to the Premises at no charge, for municipal events and programs as follows:</p> <p>(i) Full access to the ACT Arts Centre once a quarter. Dates to be determined that align with the ACT Arts Centre’s programming and event scheduling timeline.</p> <p>(ii) Access to the Studio Theatre and/or lobby or combination of both monthly. Dates to be determined that align with the ACT Arts Centre’s programming and event scheduling timeline.</p> <p>(iii) Celebrate the Night annual celebration in October, which will include access to building, roof and power as needed for the fireworks display and event set up.</p> <p>(iv) Canada Day, which will include access to power and building as required for the event set up</p> <p>(v) Other large city events</p>	<p>make the Premises available to the Landlord for its functions at mutually agreed upon times when the Tenant does not require the Premises for scheduled programs and rentals during non-prime times and prime times when available. Specifically, the Landlord shall have access to the Premises at no charge, for municipal events and programs as follows:</p> <p>(i) Full access to the ACT Arts Centre twice a year. Dates to be determined that align with the ACT Arts Centre’s programming and event scheduling timeline.</p> <p>(ii) Access to the Studio Theatre and/or lobby or combination of both four (4) times per year. Dates to be determined that align with the ACT Arts Centre’s programming and event scheduling timeline.</p> <p>(iii) ACT Arts Centre to be open and ready to engage and participate with the community on Canada Day</p>

**Operating Agreement**

Item	Operating Agreement Language	Final Operating Agreement Language
Page 1 F	The City will provide an operating grant to the Society for managing and operating the Arts Centre, as laid out in Schedule C of the Lease Agreement dated for reference January 1, 2024 and towards the partial provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Other Performances, Volunteer Program and Community Events.	Kept original language

Item	Operating Agreement Language	Final Operating Agreement Language
Page 2 1	The parties confirm that the City as owner of the Arts Centre has granted a Lease to the Society of the Arts Centre for a term of three years commencing the 1st day of January 2024.	Kept original language
Page 3 5	<p>The City agrees to pay to the Society the following funds to manage, maintain, and operate the Arts Centre, as laid out in Schedule B of the Lease Agreement dated for reference January 1, 2024 and towards the provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Performances, Volunteer Program and Community Events. For added certainty monies provided by the City cannot be deposited in any endowment or investment fund held by the Society.</p> <ol style="list-style-type: none"> <li>a. For the 2024 calendar year, an annual amount of \$830,948 to be paid in equal monthly installments on the first day of each month;</li> <li>b. For the 2025 calendar year, an annual amount of \$845,927 to be paid in equal monthly installments on the first day of each month; and</li> <li>c. For the 2026 calendar year, an annual amount of \$861,206 to be paid in equal monthly installments on the first day of each month.</li> </ol>	Kept original language
Page 3 6	The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City's annual budget and approval by Council. The Society acknowledges that if the Operating Funds budgeted by the City are reduced, the City and the Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society under this Agreement. The City will act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society.	Kept original language

Item	Operating Agreement Language	Final Operating Agreement Language
Page 5 9j	to support Artists in Residence by providing a space at no charge once a quarter to allow them to engage with the local community at the Arts Center	City have deleted this item from the agreement
Page 8 10A	a detailed strategic plan and a budget each year no later than September 1st, for the operation of the Arts Centre, and for the delivery of the Operations, programs and activities for review by the Staff Liaison (attached as Schedule C). The Society shall ensure that the strategic plan will be in alignment with the City's vision and goals as determined by the City	a detailed strategic plan and a budget each year no later than September 1st, for the operation of the Arts Centre, and for the delivery of the operations, programs and activities for review by the Staff Liaison (attached as Schedule C). The strategic plan of the Society should be in harmony with the City's vision and goals.
Page 8 10Bii	details relating to how the funds provided by the City were expended in support of the services identified in this Agreement, the Lease and the related facility maintenance agreement. The report should be certified by the Society's auditors as part of the annual audit; and	details relating to how the funds provided by the City were expended in support of the services identified in this Agreement, the Lease and the related facility maintenance agreement; and
Page 9 11A	the Operating Funds provided to the Society from the City will only be used for the items laid out in section 5 of this Agreement.	Kept original language
Page 10 13A	this Agreement shall come into effect on January 1, 2024, and shall expire and cease to be binding on the parties on December 31, 2026, provided that any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;	Kept original language
Page 11 13J	if upon the expiry of the term of this Agreement on December 31, 2026, the Society continues to occupy and operate the Arts Centre, the City may, at its discretion, continue to pay the monthly Operating Fund amounts then in effect, and upon acceptance of the same by the Society each month, this Agreement shall continue to be binding on the City and the Society on a month-to-month term, and during such over holding, the notice period shall be 30 days.	Kept original language

The agreement package will be accompanied by a letter that advises the Maple Ridge Pitt Meadows Arts Council that the 2% payment increase retroactive to January 1st, 2024 is dependent on the 3 agreements being signed and returned to city staff in 45 business days.

**Strategic Alignment:**

Engaged, Healthy, Community

**Financial Impact:**

Approved 2% increase to Annual Operating Funds.

**CONCLUSION:**

To ensure arts and culture services are maintained in the City through the Maple Ridge Pitt Meadows Art Council, staff would like to move ahead with the next steps based on Council discussion.

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Prepared by: Cidalia Martin, Director of Recreation  
Services

**Attachments:**

- (A) Final Draft of the MRPMAC Operating Agreement
- (B) Final Draft of the MRPMAC Lease Agreement
- (C) Final Draft of the Facility Maintenance Agreement (FMA)

**Report Approval Details**

Document Title:	ACT Arts Centre Lease and Operating Agreement.docx
Attachments:	- Arts Council Lease Agreement - DRAFT Final V2 (1).docx - Arts Council Operating Agreement DRAFT Final V2 (1).docx - Facilities Maintenance Agreement DRAFT (2).docx
Final Approval Date:	Apr 17, 2025

This report and all of its attachments were approved and signed as outlined below:

Carolyn Mushata, Director of Legislative Services and Corporate Officer

Scott Hartman, Chief Administrative Officer

## ARTS CENTRE LEASE

This LEASE dated as of this 1 day of January 2024, is

BETWEEN:

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

(the "Landlord")

AND:

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

(the "Tenant")

WHEREAS:

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

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

### 1.0 INTERPRETATION

#### 1.1 Rights And Obligations

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

#### 1.2 Dispute Resolution

In the event of a dispute arising between the Parties under this Lease, each Party shall be entitled to give the other Party written notice, within ten (10) Business Days of that Party's awareness of such a dispute, and the Parties shall use the below process to address disputes:

- (a) Designates for each Party will meet and work to resolve the dispute. If a resolution cannot be reached within ten (10) Business Days, or such time as agreed by all Parties, the dispute will be escalated in accordance with subsection 1.2(b) below.
- (b) All disputes arising out of or in connection with this Lease, or in respect of any defined legal relationship associated herewith or derived therefrom, shall be referred to and

finally resolved by arbitration in accordance with the arbitration rules of the ADR Institute of British Columbia. The appointing authority shall be the ADR Institute of British Columbia. The case shall be administered by the ADR Institute of British Columbia in accordance with its arbitration rules. The place of arbitration shall be Vancouver, or, if agreed to between the Parties, any other location in the province of British Columbia.

### 1.3 Net Lease

The Tenant acknowledges and agrees that it is intended that this Lease shall be a completely net Lease to the Landlord except as shall be otherwise provided in the specific provisions contained in this Lease, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever associated or arising from the use of the Premises, and the Tenant (except as shall be otherwise provided in the specific provisions contained in this Lease) shall pay all charges, impositions, and costs of every nature and kind relating to the Premises whether or not referred to herein and whether or not within the contemplation of the Landlord or the Tenant, and the Tenant covenants with the Landlord accordingly. The Rent herein shall be free of all abatements, withholding, reduction, release or discharge, set-offs or deductions of any kind or affected by any event, occurrence, circumstance or otherwise and despite any law or statute now or in the future to the contrary, and shall be absolutely net to the Landlord of real property taxes, charges, rates or assessments, expenses, costs, payments or outgoings of every nature arising from or related to the Premises and that the Tenant shall pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments and outgoings. The Tenant will also pay its costs of carrying out its obligations under this Lease.

### 1.4 Entire Agreement

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

### 1.5 Definitions

In this Lease:

- (a) **"Additional Rent"** means:
  - (i) all other amounts due and payable by the Tenant hereunder other than Basic Rent, whether or not specifically referred to as Rent; and
  - (ii) all monies to be paid by the Tenant to the Landlord pursuant to the Arts Centre Operating Agreement and all costs, expenses, losses and damages suffered by the Landlord as a result of any breach of the Arts Centre Operating Agreement by the Tenant.
- (b) **"Arts Centre Operating Agreement"** means that certain Agreement made between the Tenant and the Landlord, made as of the 1 day of January 2024.
- (c) **"Basic Rent"** as of any particular time means the net basic rental provided for in this Lease as specified in Section 3.2 of this Lease together with any other and additional

amounts which are herein expressed to be added to and made part of Basic Rent, other than Additional Rent.

- (d) **"Business Day"** means a day other than Saturday, Sunday, or statutory holiday observed in the City of Maple Ridge.
- (e) **"Business Hours"** means 8 a.m. to 5 p.m. Pacific Time on a Business Day.
- (f) **"Commencement Date"** means the 1 day of January 2024.
- (g) **"Day" or "Days"** means a calendar day or calendar days.
- (h) **"End of the Term"** means the day that is the last day of the Term of this Lease, being December 31, 2026.
- (i) **"Event of Delay"** means any event or circumstance, regardless of whether it was foreseeable, that reasonably prevents a Party from performing any of its obligations under this Lease, other than an obligation to pay money, except that an Event of Delay will not include a party's financial hardship, an increase in prices, or a change of law, or general economic conditions.
- (j) **"Government Body"** means any municipal, provincial, federal, school, or other public statutory authority, or department or agency thereof.
- (k) **"Hazardous Substances"** means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
  - (i) radioactive materials;
  - (ii) explosives;
  - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
  - (iv) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
    - (A) endangers the health, safety or welfare of persons or the health of animal life;
    - (B) interferes with normal enjoyment of life or property;
    - (C) causes damage to plant life or to property; or
    - (D) toxic substances; and
  - (v) substances declared to be hazardous or toxic or special waste under any law or regulation now or hereafter enacted or promulgated by any Government Body having jurisdiction over the Landlord, the Tenant or the Premises.
- ~~(l) **"Landlord's Capital Replacement Fund"** means the fund established by the Landlord to provide a source of funds to implement the Landlord's Capital Replacement Plan.~~

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

~~(n)~~(l) **"Facility Maintenance Agreement"** refers to the operational document in Schedule B of this agreement that further defines the obligations and schedules of the Landlord and Tenant for the Premises and Facility.

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

PID: 001-041-967

Legal Description: Lot 118, Except Firstly: Part subdivided by Plan 68843, Secondly: Part Subdivided by Plan LMP46699 and Thirdly: Part Subdivided by Plan LMP46997, District Lot 398 and 401, Group 1, NWD, Plan 60552.LOT 118 EXCEPT: FIRSTLY: PART SUBDIVIDED BY PLAN 68843; SECONDLY: PART SUBDIVIDED BY PLAN LMP46699; THIRDLY: PART SUBDIVIDED BY PLAN LMP46997; DISTRICT LOT 398 AND 401 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 60562

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

~~(q)~~(o) **"Leasehold Improvements"** means all improvements, alterations, partitions, or fixtures from time to time installed for or by the Tenant in the Premises, except for furniture and readily removable trade fixtures and equipment which are not hard wired or plumbed as are necessary to operate with the Purpose at no cost to the Landlord.

~~(r)~~(p) **"Operating Expenses"** means all costs and expenses in connection with the operation and maintenance of all or any portion of the Premises and, without restricting the generality of the foregoing, includes all costs relating to insurance, life safety systems, charges for water, gas, air conditioning, electricity and other utilities, salaries and wages; together with all costs and charges for all fittings, machines, apparatus, meters, and any other thing leased or supplied in respect thereof; all works and services performed by any corporation, authority, or commission in connection with such utilities or expenses, whether charged to the Premises or allocated by the Landlord, acting reasonably; and independent service contracts and supplies incurred in cleaning, maintenance, garbage collection and disposal, operation, security, repairs, renovations and maintenance of all portions of the Premises and operating systems. Notwithstanding the above, "Operating Expenses" will include all costs and expenses in connection with the operation and maintenance of those items identified as being the responsibility of the Tenant in the Facility Maintenance Agreement, but not those items identified as being the responsibility of the Landlord in the Facility Maintenance Agreement;

~~(s)~~(q) **"Party"** means the Landlord or Tenant and may hereinafter collectively be referred as the **"Parties"**.

~~(t)~~(r) **"Premises"** means the building located on a portion of the Landlord's Lands as more particularly delineated in dimensional heavy black lines shown on the plan attached hereto as Schedule "A" together with all replacements, alterations, additions, changes, improvements or repairs thereto.

~~(u)~~(s) **"Prime Rate"** means the annual percentage rate of interest established from time to time by the Bank of Montreal or any successor thereto as the base rate that will be

used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate.

~~(v)~~(t) **"Purpose"** means the Tenant's use of the Arts Centre as a space for arts and culture programs and services pursuant to the Arts Centre Operating Agreement and for other purposes necessarily incidental thereto, and for no other purposes without the prior written consent of the Landlord, which may be arbitrarily denied by the Landlord.

~~(w)~~(u) **"Rent"** means collectively, Basic Rent and Additional Rent.

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

- (i) real property taxes, general and special assessments, and capital taxes;
- (ii) taxes, fees, levies, charges, assessments, rates, duties, and excises for transit, housing, schools, police, fire, or other governmental services, or for purported benefits to the Premises;
- (iii) local improvement taxes, service payments in lieu of taxes, and taxes, fees, levies, charges, assessments, rates, duties, and excises, however described, that may be levied, rated, or assessed as a substitute for, or as an addition to, in whole or in part, any property taxes or local improvement taxes;
- (iv) costs and expenses, including legal and other professional fees and interest and penalties on deferred payments, incurred by the Landlord in contesting or appealing any taxes, assessments, rates, levies, duties, excises, charges, or other amounts as aforesaid; but Taxes shall exclude all of the following:
  - (A) income tax under Part I of the Income Tax Act (Canada) as it existed on the Commencement Date to the extent that such taxes are not levied in lieu of such Taxes; and
  - (B) the Tenant's Taxes.

~~(y)~~(w) **"Tenant's Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties, and excises which are now or may hereafter be levied, imposed, rated, or assessed by any lawful authority relating to or in respect of the business or other activities carried on by the Tenant or relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture, and movable partitions owned or installed by the Tenant at the expense of the Tenant or being the property of the Tenant.

~~(z)~~(x) **"Term"** means a term of 3 years starting on January 1, 2024.

~~(aa)~~(y) **"Third Party"** means a party other than the Parties to this Lease.

1.6 Currency

All references to money are to lawful currency of Canada.

1.7 Severability

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

1.8 Governing Law

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

1.9 Construction

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

2.0 EARLY POSSESSION AND DEMISE

2.1 Early Possession

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

2.2 Demise

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

3.0 BASIC RENT AND ADDITIONAL RENT

3.1 Paying Rent

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

3.2 Basic Rent

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

### 3.3 Additional Rent

- (a) The Tenant will pay all Additional Rent on the last day of each month unless other times for its payment are expressly set out in this Lease. If the Tenant fails to pay any Additional Rent, as and when due, the Landlord will have the same remedies for its collection as it has for recovering Basic Rent in arrears. If the Tenant fails to pay any sum which the Tenant is obliged to pay, then subject to Section 9.1, the Landlord may pay it and it will then be a debt owing by the Tenant to the Landlord.
- (b) The Tenant shall pay or cause to be paid all Tenant's Taxes and Operating Expenses and shall do so by paying the amounts directly to the Government Body or other utility, agency or company levying such charge at the time any such Tenant's Taxes or Operating Expense is due or as the Landlord may direct and shall provide the Landlord with proof of payment on demand. If the Tenant fails to pay such amounts, the Landlord may, but is not obliged to, pay such amount and the Tenant shall pay to the Landlord the amount of any such payment as Additional Rent.

### 3.4 Interest on Arrears

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

### 3.5 Irregular Periods

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

### 3.6 Applicable Taxes

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

### 3.7 Delinquent Taxes

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

#### 4.0 THE PREMISES

##### 4.1 Possession and Use of Premises

The Tenant will

- (a) take occupancy of the Premises on the Commencement Date, and at the request of the Landlord, sign an acknowledgment as to the Commencement Date;
- (b) manage and operate the Premises in accordance with the terms herein and the terms of the Arts Centre Operating Agreement;
- (c) not allow anyone except for its employees, clients and other persons lawfully having business with the Tenant, or permitted sub-tenants, to use or occupy the Premises;
- (d) use the Premises only for the Purpose set out within this Lease and not to use or permit to be used for any other purpose;
- (e) not let the Premises remain vacant for more than four consecutive Days;
- (f) not cause any waste or damage to the Premises;
- (g) not let the Premises become untidy or unsightly, and at the end of each Day leave them in such condition that they are clean and tidy;
- (h) in respect of the Tenant's activities on the Premises, at its own cost and expense, comply with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations or orders from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises or any part thereof relating to Hazardous Substances and the protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Premises or the Landlord's Lands or any part thereof constituting an offence thereunder or be in breach thereof and shall not bring upon the Premises, the Landlord's Lands, or any part thereof, or cause or suffer the bringing upon the Premises or the Landlord's Lands or any part thereof, any Hazardous Substances and, if at any time, notwithstanding the foregoing covenants of the Tenant:
  - (i) there are any Hazardous Substances upon the Premises or the Landlord's Lands or a part thereof as a result of the Tenant's use, occupation of or activities on the Premises; and
  - (ii) there is an occurrence of any event on the Premises or the Landlord's Lands or any part thereof arising from the Tenant's activities, operations, use or occupation of or on the Premises constituting an offence under or a breach of any applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders from time to time in force relating to Hazardous Substances; and

the Tenant shall, at its own expense:

- (iii) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this section;

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

the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous substances to the Premises or the Landlord's Lands and notwithstanding the expiry or earlier termination of this Lease;

- (n) make the Premises available to the Landlord for its functions at mutually agreed upon times when the Tenant does not require the Premises for scheduled programs and rentals during non-prime times and prime times when available. Specifically, the Landlord shall have access to the Premises at no charge, for municipal events and programs as follows:
- (i) Full access to the ACT Arts Centre ~~once a quarter~~twice a year. Dates to be determined that align with the ACT Arts Centre's programming and event scheduling timeline.
  - (ii) Access to the Studio Theatre and/or lobby or combination of both ~~monthly~~four (4) times per year. Dates to be determined that align with the ACT Arts Centre's programming and event scheduling timeline.
  - ~~(iii) Celebrate the Night annual celebration in October, which will include access to building, roof and power as needed for the fireworks display and event set up.~~
  - ~~(iv)(iii) Canada Day, which will include access to power and building as required for the event set up. ACT Arts Centre to be open and ready to engage and participate with the community on Canada Day.~~
  - ~~(v) Other large city events that develop and require access to the ACT Arts Centre for event support~~

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

The obligations of the Tenant in subsections 4.1(g), 4.1(h), 4.1(i), 4.1(j), 4.1(l), and 4.1(n) inclusive shall survive the End of the Term;

#### 4.2 Complying with Laws

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

making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Premises or any part thereof.

#### 4.3 Tenant's Quiet Enjoyment

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

#### 4.4 Additional Easements - Landlord's Lands

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

#### 5.0 DISPOSITIONS

##### 5.1 Assigning and Sub-Letting

The Tenant will not assign this Lease or sub-let or part with possession of the whole or any part of the Premises for the whole or any part of the Term without the written consent of the Landlord, which consent shall be in the sole and unfettered discretion of the Landlord, provided that the Tenant may allow a portion of the Premises to be used and occupied under licence to Third Parties for scheduled programming and rentals as a community arts and culture facility.

##### 5.2 Landlord's Assignment

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

##### 5.3 Mortgaging

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

#### 6.0 REPAIRS, RENOVATIONS, DAMAGE AND EXPROPRIATION

##### ~~6.1 Landlord's Tangible Capital Replacement~~

~~(a) The Landlord's obligation to repair or replace the Premises is restricted to those obligations and requirements set out in the Landlord's Capital Replacement Plan and further identified in the Facility Maintenance Agreement as being the responsibility of the Landlord. With respect to any tangible capital replacement, the Landlord shall cause such repair or replacement to be undertaken in accordance with the Landlord's Capital Replacement Plan utilizing the Landlord's Capital Replacement Fund, and all repair or replacement by the Landlord will be subject to the establishment of the Landlord's annual budget and approval by the Council of the City of Maple Ridge. If the budgeted amounts by the Landlord are reduced, the Landlord and the Tenant agree to review and~~

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~~proportionally reduce the level of capital replacement required by the Landlord for the Premises during the Term. If any tangible capital replacement is required for the Premises, the Landlord shall cause such replacement to be commenced, in the case of an emergency, as soon as practical, and otherwise within 60 Days after the Tenant's notice to repair and the Landlord will repair, restore and make good such replacement and proceed diligently thereafter to the completion thereof. Both Parties will review capital requirements in the inventory list at least annually to update and amend as needed.~~

### 6.1 Landlord's Structural Facility Repairs

~~(b)(a)~~ The Landlord covenants with the Tenant to keep in a good and reasonable state of repair the Premises solely with respect to structural facility repairs; roofing; replacement of heating, plumbing, air conditioning, electrical, and ventilating systems, but limited to those aforementioned utilities that have a lifecycle of beyond five years; exterior glass; exterior repainting; replacement of exterior signage; and floor replacements. ~~The repair and replacement of the items listed in this subsection 6.1(b) shall be funded from the capital reserve established by the Landlord for that purpose.~~ Further, the Landlord shall be responsible for the preventative maintenance and repair of those items on the Premises identified as being the responsibility of the Landlord in the Facility Maintenance Agreement.

### 6.2 Tenant's Repairs

6.3 The Tenant covenants with the Landlord to keep the Premises in a good and reasonable state of repair and maintenance as a prudent and reputable multi-year tenant in the Greater Vancouver Area, and in particular will do so accordance with the operating plan and manual and with the maintenance plan and manual, all of which were delivered by the Landlord to the Tenant. The Tenant will be responsible for the preventative maintenance and repair of those items identified as being the responsibility of the Tenant in the Facility Maintenance Agreement. The Tenant will keep the Premises, its Leasehold Improvements and its fixtures in good repair and in a clean and safe condition and shall be responsible for all equipment and facility operating, servicing and preventative maintenance, interior painting, and minor repairs, ~~except for the capital replacement costs and structural facility repairs to the Premises set out in the Landlord's Capital Replacement Plan.~~ Inspection and Access

With 24 hours' advance notice to the tenant, the Landlord's representatives may enter the Premises from time to time and at all reasonable times, and at any time during any emergency, to:

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

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

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#### 6.4 Tenant Renovations

The Landlord must approve the design and quality of the Leasehold Improvements prior to construction or installation of the same, and provided that the Tenant will not make or construct any alterations, additions or improvements in the Premises nor install any plumbing, piping, wiring or heating apparatus or other mechanical systems therein without the written permission of the Landlord which permission the Tenant acknowledges the Landlord may arbitrarily withhold and at the end or sooner determination of the Term the Tenant will restore the Premises or any part thereof, to their condition as at the commencement of the Term reasonable wear and tear only excepted, if called upon to do so by the Landlord. When requesting that consent, the Tenant will give the Landlord a copy of reasonably detailed drawings and specifications for the proposed work and names of contractors and subcontractors who will perform such work. The Tenant will do such approved work at its sole cost and expense in a good and workmanlike manner, in accordance with the drawings and specifications the Landlord has approved, and in accordance with the Landlord's reasonable requirements. The Tenant will use contractors and subcontractors to whom the Landlord has consented, except that the Tenant may use its own employees provided such employees carry out such construction, installation or alteration in accordance with all manufacturers or equipment suppliers requirements and industry standards and subject to the foregoing, the Landlord may designate the contractors, and subcontractors to be used for mechanical, structural, or electrical design and work. The Landlord's reasonable costs of providing consent, inspection, and supervision with respect to any such work are to be paid for by the Tenant as Additional Rent. Upon completing any work, the Tenant will deliver to the Landlord a full set of as-built drawings which the Landlord may keep.

Any fixtures, whether built or installed in or on the Premises during the Term (or any renewal thereof), shall remain in the possession of the Landlord at the end of the Term (or any renewal thereof), and unless agreed otherwise in writing by the Parties prior to the fixtures being affixed to the Premises, or if the Landlord requires the Tenant to remove the fixtures at the expiry of the Term (or any renewal thereof), in which case the Tenant shall remove such fixtures at their expense and, in such removal, do no damage to the Premises, or shall make good any damage which the Tenant may occasion by such removal. The Tenant hereby grants to the Landlord a security interest in the Tenant's right, title, and interest in all present and after-acquired property of any kind, including property that is now or hereafter affixed or built into the Premises, as security for all present and future obligations of the Tenant to the Landlord under the Lease in accordance with the following:

- (a) This security interest secures a running account and will not be discharged if the Tenant is not indebted to the Landlord at any particular time or times;
- (b) In the event of any default under this Lease, in respect of which the Landlord has given notice to the Tenant under section 9.2 and the Tenant has not cured the default within the period specified, the Landlord will have the right to enter the Premises and to take possession of any property secured hereby, and will have all the rights of a secured party under the *Personal Property Security Act* of British Columbia (as amended from time to time), to retain possession, sell, and otherwise deal with such property;
- (c) The Tenant waives its right to receive copies of all financing statements and verification statements that may be filed or issued with respect to the security interests created hereby;

- (d) The Tenant agrees to enter into and grant such further and other documents as are requested by the Landlord, acting reasonably, to confirm or enhance this security interest; and
- (e) This security interest will survive expiry or early termination of this Lease and is in addition to, and will not prejudice, any of the other rights or remedies of the Landlord under this Lease.

#### 6.5 Liens

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

#### 6.6 Tenant to Discharge Lien

The Tenant will use its best efforts to ensure that no claim of lien will be filed in respect of any work that may be carried out by it or on its behalf in the Premises or on the Landlord's Land, and if a claim of lien is filed in respect of any such work the Tenant will take all necessary steps to have the claim of lien cancelled and discharged from the Landlord's Land and the Premises within 15 days of the date the Tenant has knowledge of such filing, and the Tenant will indemnify and save harmless the Landlord from any and all loss, cost, expense, damage, and liability in respect of such claim of lien. The Landlord, in addition to any right or remedy, will have the right, but will not be obliged, to discharge any claim of lien from the Landlord's Land and the Premises by paying the amount claimed to be due or by procuring a discharge of such liens by deposit in the appropriate court, and in any such event the Landlord will be entitled, if it so acts, to expedite the prosecution of any action for the enforcement of such claim of lien by the lien claimant and to pay the amount of the judgment, if any, in favour of the lien claimant with interest and costs. In any such event the Tenant will promptly pay to and reimburse the Landlord for all money expended by the Landlord and all costs and expenses incurred by the Landlord.

#### 6.7 Tenant to Reimburse Landlord

The Tenant will reimburse the Landlord for all costs of the Landlord arising out of or in any way connected with section 6.5 or 6.6 or any builder's lien or other lien arising as a result of any activity of the Tenant under this Lease or on the Premises or the Landlord's Lands.

#### 6.8 Tenant's Negligence and Liability

~~Despite section 6.1, if~~ any part of the Premises or the Landlord's Lands, including utilities systems, needs repair or replacement by reason of the fault, omission or negligence of the Tenant or its employees, contractors, invitees or licensees, the Tenant will be responsible for repair and restoration thereof at its own expense therefore and for any resulting or consequential injury, loss or damage ~~whether or not such repair or replacement is covered by the Landlord's Capital Replacement Plan.~~

#### 6.9 Damage or Destruction

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

#### 6.10 Expropriation

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

#### 7.0 SURRENDERING PREMISES AND REMOVING FIXTURES

##### 7.1 Surrender

At the end of the Term or earlier termination of this Lease, the Tenant will surrender possession of the Premises and the Tenant's Leasehold Improvements to the Landlord, without compensation, in the condition in which the Tenant was obliged to keep them under the provisions of this Lease. The Tenant's Leasehold Improvements will remain the Landlord's property, except for those which the Tenant is obliged to remove under section 7.2. The Tenant will not be entitled to any compensation from the Landlord for surrendering and yielding up the Premises as provided. Removal of Fixtures

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

##### 7.2 Survival

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

## 8.0 LIABILITY-INDEMNIFICATION AND INSURANCE

### 8.1 Limitation of Landlord's Liability

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

### 8.2 Indemnification - General

The Tenant will release, indemnify, defend, save and hold the Landlord, its officers, elected officials, employees, volunteers and agents, harmless from any and all claims or causes of action for death or injury, or damage to property, and against any and all damages, costs, losses, demands, builders liens, indirect or consequential damages (including loss of profits and loss of use and damage arising out of delays), judgments, expenses and fees including, without limitation, any reasonable legal expenses (on a solicitor and own client basis) incurred by or on behalf of any of the foregoing in the investigation and defense of any and all such suits, proceedings, claims, demands or actions, which the Landlord may incur or suffer or be put to by reason of or in connection with or arising from the Tenant's activities on the Premises or the Landlord's Lands, this Lease or the use and occupation of the Premises or the Landlord's Lands, including without limitation:

- (a) any breach of any contract, lien or mortgage on the Premises caused by any act or omission of the Tenant;
- (b) any obligation of the Tenant arising or outstanding upon the expiration or earlier termination of this Lease;
- (c) any breach, violation or non-performance by the Tenant of any obligation contained in this Lease to be observed or performed by the Tenant;
- (d) any damage to the property of the Tenant, any sub-tenant, licensee, or any person claiming through or under the Tenant or any sub-tenant or licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, occupation, repair or maintenance of the Premises;
- (e) any injury to any person, including death or property damage to the property of any person, firm or corporation resulting at any time therefrom, occurring in or about the Premises or the Landlord's Lands;
- (f) any wrongful or unlawful act or neglect of the Tenant, its invitees and licensees, in and about the Premises or the Landlord's Lands;
- (g) the Premises or the Landlord's Lands or any portion thereof not being suitable for use by the Tenant;

- (h) any release or alleged release of any Hazardous Substances at or from the Premises for the Landlord's Lands+ arising or resulting from or in relation to any act or omission or of the use of occupation of the Premises by the Tenant or any person for whom in law the Tenant is responsible;
- (i) the need to take any remedial action and the taking of such action as a result of Hazardous Substances on the Premises or the Landlord's Lands or any portion thereof; or
- (j) any injury to any person (including death), property damage or other loss or damage including damage to property outside the Premises or the Landlord's Lands or any portion thereof, arising out of or in any way connected with the manufacture, storage, transportation, handling or discharge of Hazardous Substances on or from the Premises.

### 8.3 Survival of Indemnities

The obligations of the Tenant to indemnify the Landlord shall apply and continue notwithstanding the End of the Term, any termination of this Lease or breach of this Lease by the Landlord, or negligence on the part of the Landlord, its elected officials, officers, servants, agents, volunteers, employees, contractors and subcontractors anything in this Lease to the contrary notwithstanding.

### 8.4 Tenant's Insurance

The Tenant will obtain and maintain in good standing:

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

The Tenant will obtain all such insurance in at least those amounts set out in section 8.4 (a) as it relates to the liability insurance policies, and otherwise in those amounts a prudent owner of comparable space in a comparable building in the Greater Vancouver area would obtain and maintain from time to time. All such insurance policies will:

- (e) include the Tenant and the Landlord with respect to the insurance policy specified in section 8.4(a) as named insureds;
- (f) contain a waiver of any right of subrogation or recourse by the Tenant's insurer against the Landlord or its employees, agents, contractors, whether or not any loss is caused by the act, omission or negligence of the Landlord or its employees, agents, contractors;
- (g) provide that the insurer will give the Landlord 30 Days' prior written notice of cancellation, material alteration or lapse of any policy; and
- (h) provide that such policies will not be invalidated with respect to the interest of the Landlord by reason of any breach or violation of any warranties, representations, declarations, or conditions contained in the policies. The Tenant will effect all such policies with insurers and upon terms satisfactory to the Landlord. The Tenant will give the Landlord certificates of insurance evidencing all such insurance and its renewal. The Tenant will pay the premium for each policy. If the Tenant fails to obtain or maintain any such insurance, the Landlord may do so as the Tenant's agent and at the Tenant's costs. The Tenant will review all its policies annually to ensure that they are up to date and will obtain and maintain such other insurance as required by the Landlord from time to time.

#### 8.5 Landlord's Insurance

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

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

##### 9.1 Landlord May Perform Covenants

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

##### 9.2 Right of Re-Entry on Default or Termination

If and whenever:

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

- (b) the Tenant defaults in observing or performing any of its obligations under this Lease and fails to cure that default within 30 Days after the Landlord gives the Tenant notice specifying the nature of the default;
- (c) there is an emergency with respect to the Premises or any part thereof, the Tenant has failed to keep in force the insurance required under this Lease, or the Tenant in observing or performing any of its obligations under this Lease and that default is not curable;
- (d) the Tenant ceases to be or operate as a not-for-profit entity;
- (e) this Lease is terminated under any provision hereof;
- (f) the Landlord has become entitled to terminate this Lease; or
- (g) the Tenant abandons the Premises or any part thereof,

then, in each and every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forced entry if necessary, to enter into and upon the Premises or any part thereof in the name of the whole, and to terminate this Lease to repossess the Premises and enjoy as of its former estate, despite anything in this Lease to the contrary. If the Landlord terminates this Lease pursuant to this section 9.2 or otherwise as a result of default of the Tenant, the Tenant shall be liable to the Landlord for the amounts payable pursuant to section 9.10.

### 9.3 Termination and Re-Entry

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

### 9.4 Re-Letting

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

### 9.5 Method and Waiver on Re-Entry

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

#### 9.6 Bankruptcy or Insolvency

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

#### 9.7 Distress

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

#### 9.8 Cumulative Remedies

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

#### 9.9 Waiver and Condoning

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this Lease shall not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this Lease shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of Rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Tenant shall not waive such breach. No waiver by the Landlord shall be effective unless made in writing

#### 9.10 Legal Fees

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

## 10.0 GENERAL PROVISIONS

### 10.1 Events of Delay

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

### 10.2 Overholding

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

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

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

### 10.3 Exhibiting Premises

The Landlord, during normal Business Hours, may exhibit the Premises to prospective tenants during the last 6 months of the Term and, at all reasonable times, to the Landlord's prospective purchasers and lenders, but, in doing, will attempt to disturb the Tenant as little as possible.

### 10.4 Subordination

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

### 10.5 Certificates

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

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

#### 10.6 Attornment

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

#### 10.7 Notices

Any notice, report, statement or invoice which will or may be given pursuant to or in addition to this Lease will be in writing and shall be conclusively deemed to be validly given or delivered to and received by the Parties when addressed to the designates below: (a) if hand delivered, including by bonded courier, to a Party at the address specified in this section, on the date of that personal delivery; or (b) if mailed, on the third Business Day after the mailing of the same by prepaid post to the addresses specified in this section; or (c) if sent by email as of the time of verified reception to an email address specified in this section. The onus of proving reception lies with the mailing Party, by copy of an email confirmation to the appropriate email address;

- (a) to the Landlord:  
City of Maple Ridge  
11995 Haney Place  
  
Maple Ridge, British Columbia V2X 6A9  
Attention: Director of Recreation Services
- (b) to the Tenant:  
Maple Ridge and Pitt Meadows Arts Council  
11944 Haney Place  
Maple Ridge, British Columbia V2X 6G1  
Attention: The President

Notices, approvals, waivers, tenders and other documents and monies permitted, required, or contemplated by this Lease may be given, delivered or tendered by or to the Parties by their respective solicitors on their behalf.

10.8 Time of Essence

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

10.9 Registration

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

10.10 Liability

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

10.11 Binding Effect

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

10.12 Relationship

It is understood and agreed that nothing contained in this Lease or in any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the day and year first above written.

CITY OF MAPLE RIDGE by its authorized signatory:

\_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Administrative Officer

Date: \_\_\_\_\_

MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL (S-9295)  
by its authorized signatories:

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

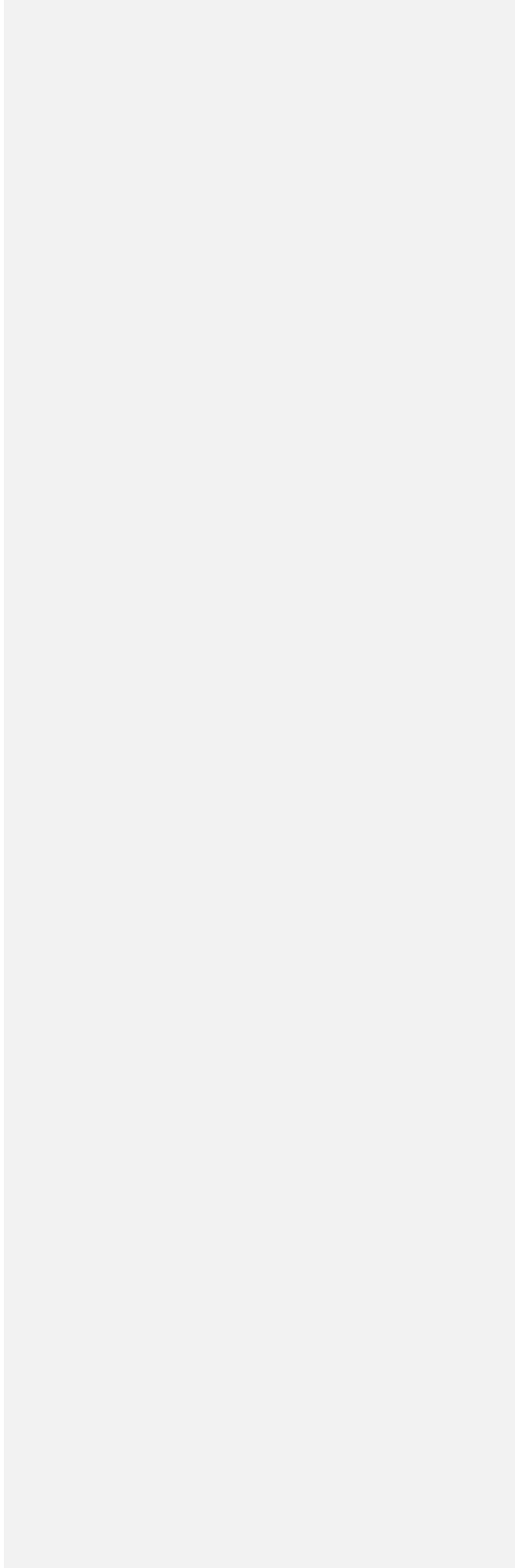
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Title

Date: \_\_\_\_\_

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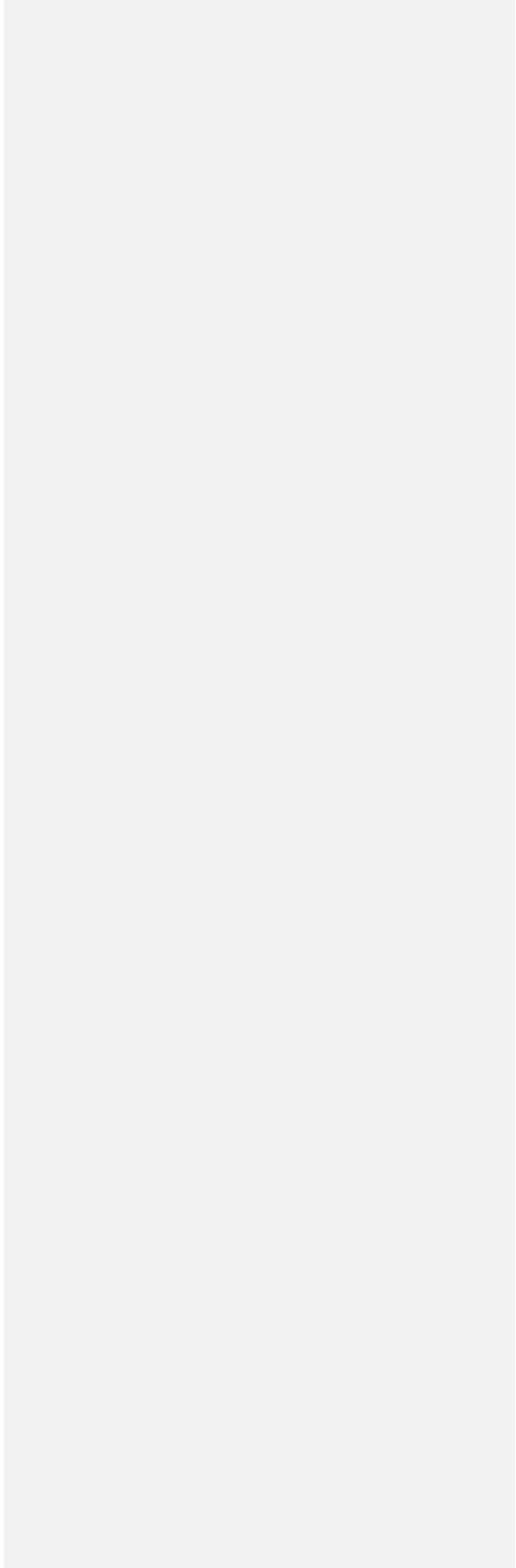
SCHEDULE A

PREMISES

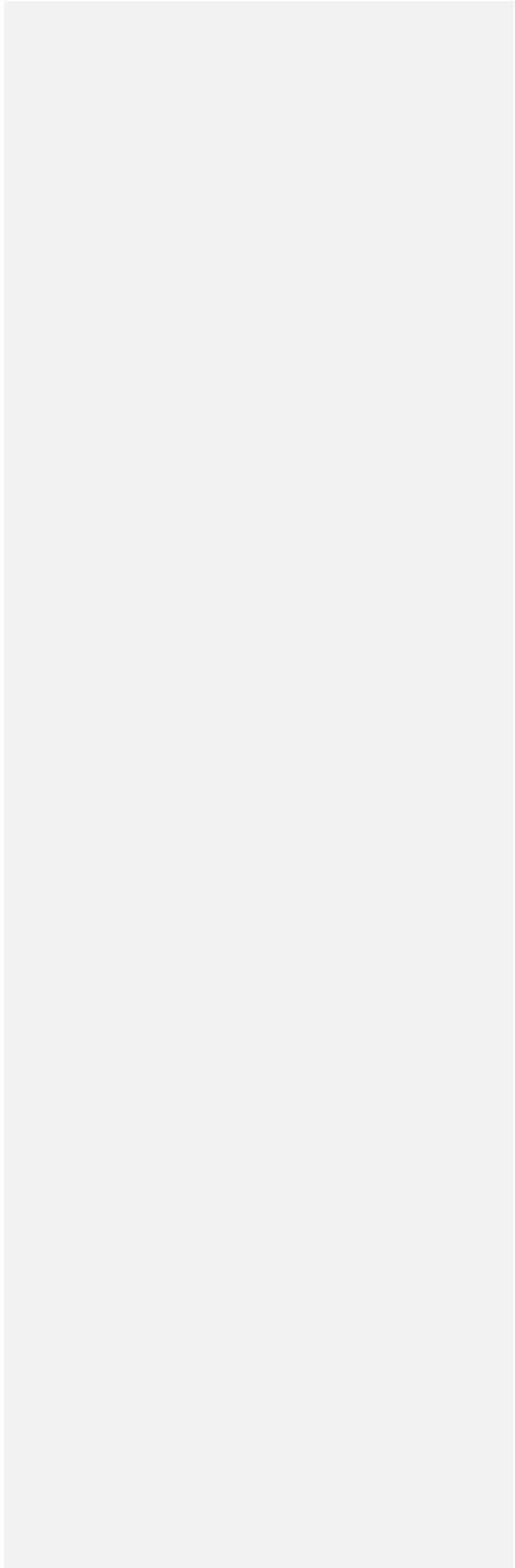


SCHEDULE B

Facility Maintenance Agreement



SCHEDULE C  
Operating Agreement



**Schedule “C”**  
**ARTS CENTRE OPERATING AGREEMENT**

**THIS AGREEMENT made as of the 1st day of January 2024**

**BETWEEN:**

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

(the “**City**”)

**AND**

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

(the “**Society**”)

**WHEREAS:**

- A. The City of Maple Ridge provides recreation services to residents through the Recreation Services Department and works with community partners to meet these needs;
- B. The City of Maple Ridge and the Society have entered into a Lease dated for reference first day of January 2024 (the “Lease”) with respect to the building located at 11944 Haney Place, Maple Ridge, legally described as part of PID: 001-041-967, Lot 118 Except: Firstly: Part Subdivided by Plan 68843; Secondly: Part Subdivided by Plan LMP46699; Thirdly: Part Subdivided by Plan LMP46997; District Lot 398 and 401 Group 1 New Westminster District Plan 60562 and known as Maple Ridge Arts Centre, Theatre and Gallery (the “Arts Centre”);
- C. The City and the Society desire to provide for the co-ordination and provision of arts programs and services for the benefit of the residents of the City of Maple Ridge and to provide for the operation of the Arts Centre all as particularized in Part II of this Agreement (the “Operations”);
- D. The operator of the Arts Centre must be a leadership organization that will play a key role to strengthen community arts groups, artists and the cultural sector; to build community wide connections and networks and to encourage an understanding of arts and culture in creating a healthy, vibrant community.
- E. The Society operates as a not-for-profit member-based organization governed by a Board of Directors and managed by professional staff dedicated to promoting and encouraging appreciation for the arts as stated and outlined in the Society’s Constitutional Purposes (attached hereto as Schedule A). It has the capacity to align activities, programs and operations with the Society’s Constitution.
- F. The City will provide an operating grant to the Society for managing and operating the Arts Centre, as laid out in Schedule C of the Lease Agreement dated for reference January 1,

2024 and towards the partial provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Other Performances, Volunteer Program and Community Events.

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

#### PART I - LEASE

##### Grant

1. The parties confirm that the City as owner of the Arts Centre has granted a Lease to the Society of the Arts Centre for a **term of three years commencing the 1st day of January 2024.**

##### Cross Default

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

##### Parking

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

##### Termination

4. The parties agree that:
  - a. in addition to any terms of the Lease, termination of this Agreement whether by notice, effluxion of time or by operation of law shall operate as a termination of the Lease;
  - b. if the Lease is terminated for any reason, the parties agree to negotiate a new Agreement to reflect the changed circumstances and reduced operating responsibilities for the Society under this Agreement, including reducing the amount of Operating Funds payable under this Agreement; and
  - c. Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such an event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters, acts of war, governmental restrictions put in place to combat pandemics (including by the City) that render delivery of the Society's services impossible, insurrection and terrorism but shall not include shortages or delays

relating to supplies or services. If a party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds 60 business days, the other party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under this Agreement, at law or in equity.

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

**PART II – OPERATIONS AND FUNDING**

Operating Funds

- 5. The City agrees to pay to the Society the following funds to manage, maintain, and operate the Arts Centre, as laid out in Schedule B of the Lease Agreement dated for reference January 1, 2024 and towards the provision of the following arts and culture programs and services; Gallery and Gift Shop, Arts and Learning Programs, Rentals and Performances, Volunteer Program and Community Events. For added certainty monies provided by the City cannot be deposited in any endowment or investment fund held by the Society.
  - a. For the 2024 calendar year, an annual amount of \$830,948 to be paid in equal monthly installments on the first day of each month;
  - b. For the 2025 calendar year, an annual amount of \$845,927 to be paid in equal monthly installments on the first day of each month; and
  - c. For the 2026 calendar year, an annual amount of \$861,206 to be paid in equal monthly installments on the first day of each month.

(collectively, the “Operating Funds”)

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

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

Conditional Entitlement

- 6. The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City’s annual budget and approval by Council. The Society acknowledges that if the Operating Funds budgeted by the City are reduced, the City and the Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society

under this Agreement. The City will act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society.

#### City's Covenants

7. The City agrees:
  - a. to assign a staff liaison (the "Staff Liaison") designated by the City who shall attend the meetings of the Board of Directors of the Society and the general meetings of the Society including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Society;
  - b. the Staff Liaison shall be the manager of this Agreement on behalf of the City;
  - c. to appoint one member of Council selected by the Mayor as a non-voting liaison to the Society's Board of Directors and permit the councillor to attend regular meetings of the Board of Directors;
  - d. to provide to the Society advertising space equivalent to the space customarily provided for arts programs and services in the past and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicise the Society's programs and services through avenues that may be available and appropriate;
  - e. to accept registrations for the programs described in paragraph 9 (k) and in accordance with the policies and procedures described in paragraph 9(g) and to remit such registration fees (net) to the Society at a mutually agreed upon schedule; and
  - f. to provide access to all City parks, recreation and culture facilities for the Society's arts programs at no cost, waiving base rent and pending availability. The Society will be responsible for any additional expenses incurred by the City beyond base rent (e.g. set up and tear down). For uses other than art programs, the City will provide access to City parks and leisure recreation facilities other than the Arts Centre in accordance with current booking and scheduling policies and procedures, and to charge the Society in accordance with the current fees and charges policy (see website [www.mapleridge.ca](http://www.mapleridge.ca)), noting that the Society shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Society will be responsible for any additional related expenses in operating a program from any of these facilities.
8. The City and Society may establish a committee known as the Arts Centre Business Advisory Committee for limited periods in circumstances outlined in Schedule B and may appoint such members as outlined in Schedule B to such Committee. Any Committee established under this section 8 will function in accordance with the Terms of Reference attached to this Agreement as Schedule B, and in accordance with any other conditions and terms of reference determined by the City and Society from time-to-time.

#### Society's Covenants

9. The Society agrees and covenants with the City:

- a. to manage and operate the Arts Centre in accordance with this Agreement and the Lease for the Purpose (as defined in the Lease) and the purposes described in section 5 of this Agreement and for no other purpose save and except that which may be approved by the City from time to time.
- b. that the Society will establish operating policies and procedures for its operations in line with its strategic plan;
- c. to provide arts and cultural programs and services which will be functioning primarily within the City's geographic area of jurisdiction, within the limits of available resources;
- d. to deliver arts and cultural programs and services that take into consideration the City's strategic priorities;
- e. when developing arts and cultural programs and services, to take into consideration a community development approach to provide member arts groups, community groups, school districts, businesses and individuals the opportunities to connect, link, learn together, share assets and common interests, network and co-create through arts and culture where possible;
- f. to actively participate in collaborative planning opportunities and city-wide initiatives related to arts and culture (e.g. committees for programming, promotions, volunteerism, public art, artist in residence, cultural planning, mapping, assessments and community development) that align with City's policies, vision and goals for the community and partners at large and the Society's goals within available resources;
- g. to provide equal and reasonable opportunity for access to and use of the Arts Centre to all local organizations whether or not they hold membership in the Society;
- h. to allow local artists and arts groups reasonable access to and use of the Art Centre's exhibition and performance spaces and programs that supports the growth of local artistic expression and opportunities;
- ~~i. to support Artists in Residence by providing a space at no charge once a quarter to allow them to engage with the local community at the Arts Center~~
- j.i. to participate with the City to negotiate in good faith with the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) for use of the Arts Centre on an "as available" basis based on current rate schedule.
- k.j. to plan, promote and coordinate arts learning programs and services, including in the areas of theatre, arts programming, art gallery, and diverse cultural activities and educational programming, for all age groups, in similar variety, quantity, and quality to those provided in communities of similar size in the Province of British Columbia which provide similar resources for such services as are included in this Agreement.
- l.k. to attempt to raise the funds necessary to perform all the covenants set out in this section 9 beyond the Operating Funds, while acknowledging that the Operating Funds provided by the City are not intended to be the sole source of funding for the Society's programs, operations, and services;
- m.l. within the Society's available resources, to conduct surveys and evaluations and compile and analyze statistics and data on programs, services and operations to

inform and meet strategic and business planning processes, monitoring and reporting requirements;

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

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

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

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

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

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

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

- (i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations;
- (ii) appropriate levels of supervision for all direct and partnered activities and programs; and
- (iii) fostering a culture of inclusivity by applying broad recruitment efforts and professional services where appropriate including the use of a professional recruiting firm to assist in the recruitment of the Society's executive director should that position become vacant at any time during the term of this Agreement.

~~u.t.~~ to support having qualified and competent persons to perform work as determined by the Society's strategic plans in the core areas of management and operation including the theatre, arts programming, art gallery and operating maintenance;

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

~~w.v.~~ to adhere to and align with identified City policies and procedures for civic owned facilities to the best of the Society's abilities and resources (e.g. safety, community development, volunteerism, criminal records check) as set out in Schedule E;

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

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

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

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

~~bb.aa.~~ \_\_\_\_\_ to deliver a copy of each insurance policy required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance on request by the City;

~~ee.bb.~~ \_\_\_\_\_ to maintain its status as a Society in good standing with the Registrar of Companies for the Province of British Columbia and to function in accordance with the policy attached hereto as Schedule “F”;

~~dd.cc.~~ \_\_\_\_\_ to maintain an open membership which will ensure all residents of the City may become members of the Society;

~~ee.dd.~~ \_\_\_\_\_ not to amend the Constitution or the bylaws of the Society without first informing the City of the intended amendment;

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

~~gg.ff.~~ \_\_\_\_\_ not to suffer, permit or allow any unlawful activities or conduct or any nuisance to exist nor suffer, permit or allow any conduct or activity that is in breach of the Human Rights Code;

~~hh.gg.~~ \_\_\_\_\_ to possess, occupy, use and operate the Arts Centre in accordance with all the terms and conditions of any licenses issued by any governmental authority;

~~ii.hh.~~ \_\_\_\_\_ to obtain and keep current all permits and licenses required by law to be obtained to operate the Arts Centre and to fulfill the Society's obligations; and

~~jj.ii.~~ to permit the Staff Liaison and the City's representatives to attend meetings of the Society's Board of Directors.

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

10. The Society must provide to the City:

~~a.—a detailed strategic plan and a budget each year no later than September 1st, for the operation of the Arts Centre, and for the delivery of the operations, programs and activities for review by the Staff Liaison (attached as Schedule C). The strategic plan of the Society should be in harmony with the City's vision and goals.~~  
~~a detailed strategic plan and a budget each year no later than September 1st, for the operation of the Arts Centre, and for the delivery of the Operations, programs and activities for review by the Staff Liaison (attached as Schedule C). The Society shall ensure that the strategic plan will be in alignment with the City's vision and goals as determined by the City~~

~~b.a.~~ an annual report presentation following the Society's annual general meeting to the City including:

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

~~(ii)—details relating to how the funds provided by the City were expended in support of the services identified in this Agreement, the Lease and the related facility maintenance agreement; and details relating to how the funds provided by the City~~

~~were expended in support of the services identified in this Agreement, the Lease and the related facility maintenance agreement. The report should be certified by the Society's auditors as part of the annual audit; and~~

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

~~e.b.~~ Reporting on the City's requirements listed in section 9 during the term of the Lease; and

~~d.c.~~ A projected three-year budget (e.g. 2024-2026) at the time of renewal.

11. The parties agree that:

- a. the Operating Funds provided to the Society from the City will only be used for the items laid out in section 5 of this Agreement.
- b. the Society may establish a Capital Improvement Fund (CIF), with funds collected from a per ticket fee or similar mechanism that is charged to patrons, to be used for the sole purpose of capital improvements to the Arts Centre. This fund shall be restricted for this purpose in the Society's books;
- c. monies received or fundraised by the Society remain the assets of the Society. These include:
  - (i) All contributions from any source, including but not limited to individuals, foundations, corporations, partnerships, and societies.
  - (ii) All sponsorships;
  - (iii) All grant funding;
  - (iv) All gifts or bequests that may be made to the Society;
  - (v) Any income earned from any endowed funds;
  - (vi) Any federal or provincial government contributions.
- d. capital equipment that becomes part of the infrastructure of the Arts Centre purchased by the Society becomes the property of the City of Maple Ridge;
- e. equipment purchased through grants applied for by the Society remain the property of the Society if required under the conditions of the respective grant and will become part of the equipment list attached as Schedule D;

Indemnity

12. The Society will:

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

- b. indemnify, defend and save harmless the City, their elected officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits, liability, demands, actions, proceedings, costs (including legal costs), damages and expenses whatsoever, by whomsoever brought arising from:
  - (i) any breach, violation, default or non-performance by the Society of any provision of this Agreement;
  - (ii) any act, omission, or negligence of the Society, its officers, directors, members, contractors, volunteers or others of the Society; or
  - (iii) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the Arts Centre or the Operations of the Society.

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

### **PART III – GENERAL PROVISIONS**

13. The parties agree:

- a. this Agreement shall come into effect on January 1, 2024, and shall expire and cease to be binding on the parties on December 31, 2026, provided that any party may terminate this Agreement upon giving 180 days notice in writing to all parties of its intention to do so, at the address or addresses of the parties first above set out or at such address or addresses as the parties may advise each other in writing from time to time;
- b. the terms of this Agreement may be reviewed and revised with the mutual consent of all parties;
- c. the City has not made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Society other than those contained in this Agreement;
- d. nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Society;
- e. wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;
- f. the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- g. nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Society as anything other than an independent contractor;

- h. no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;
- i. no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled or unless written consent or approval relating to the specific matter has first been obtained. Prior consent, approval, condoning, excusing or overlooking by the City on previous occasions when such consent or approval was required shall not be taken to operate as a waiver of the necessity for such consent or approval wherever required;
- j. if upon the expiry of the term of this Agreement on December 31, 2026, the Society continues to occupy and operate the Arts Centre, the City may, at its discretion, continue to pay the monthly Operating Fund amounts then in effect, and upon acceptance of the same by the Society each month, this Agreement shall continue to be binding on the City and the Society on a month-to-month term, and during such over holding, the notice period shall be 30 days.
- k. time shall be of the essence of this Agreement; and
- l. this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF MAPLE RIDGE  
in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Corporate Officer  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Corporate Administrative Officer  
Title

MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL (S-9295)  
in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

**Schedule "A"**  
**SOCIETY'S CONSTITUTIONAL PURPOSES**

## Schedule "B"

### ARTS CENTRE BUSINESS ADVISORY COMMITTEE TERMS OF REFERENCE

- (a) The Arts Centre Business Advisory Committee (Committee) will provide advice to the Society on matters referred to it by the Society and the City.
- (b) The Committee will be formed at the request of the City and Society and meet as needed to complete a specific task. The Committee will report on a regular basis to the Society's Board of Directors on its progress and provide advice and recommendations on the task assigned. Such matters may include but shall not be limited to the following:
  - tourism and other economic development opportunities
  - business and financial planning
  - organizational changes and re-structuring
  - new or emerging business practices in the arts sector
- (c) Committee membership will be established collaboratively by the City and Society who shall appoint one or two members each to the Committee.
- (d) The Committee shall be made up of no fewer than three and no more than seven appointees who shall be appointed at the beginning of each project. Additional appointees from the community will be recruited based on establishing criteria and may include representatives with skills, expertise, experience, diversity and age, as appropriate to the task. The duration would be determined by the Committee to complete the task and timeline for reporting to the Society's Board. The Committee shall select its own chair at its first meeting.
- (e) The City's Staff Liaison to the Society, the Executive Director of the Society or a designate may attend meetings to observe and provide information.
- (f) The Society will provide support to the Committee, preparing agenda and minutes in cooperation with the Committee Chair.
- (g) The Committee will provide a brief written report to the Board and City at regular meetings and its recommendations, findings and alternatives. The Board and City will consider recommendations and findings and/or alternatives as appropriate in consultations between the Board and City. The Committee will dissolve upon completion of the task.

**Schedule "C"**  
**STRATEGIC PLAN 2023-2026**

Schedule "D"

LIST OF EQUIPMENT OWNED BY THE SOCIETY

[September 2014]

MRPM Arts Council Property List:

- Grotian-Steinweg Concert Grand Piano
- Portable sound system
- Ben Q small Projector
- 50" Panasonic TV
- Antique Trunk
- 1 Skutt Electric kiln
- Rolling clay box
- Print Dryer
- Glass oval table
- 13" MacBook Pro laptop computer
- 2 Lenovo ThinkPad laptop computers
- Office furniture, supplies and computers for 5 staff
- Kitchen appliances, furniture, and dishes

## Schedule "F"

### CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO AN OPERATING AGREEMENT

1. That the group maintain its status as a registered Society in good standing with the Provincial Registrar of Companies.
2. That the purposes of the Society listed in its Constitution encompass the programs and services for which the agreement is being entered into.
3. That the Society dissolution clause in its Constitution identify that the assets of the Society shall go to a Maple Ridge organization with similar purposes or to the appropriate Maple Ridge government authority (to the City of Maple Ridge) upon dissolution of the Society.
4. That the Society's bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organization at a reasonable annual cost.
5. That the Society's bylaws provide for regular (annual) elections to the Board of Directors from the membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). The by laws should also provide for a maximum number of terms a member may serve on the Board before stepping down for at least one term.
6. That an audited financial statement be presented to the City on an annual basis if the operating grant is for an amount over \$75,000 annually. If the operating grant is for a smaller amount a statement must be presented which is subject to audit at the discretion and expense of the City.
7. That a detailed annual report of the programs and services provided to the community by the Society be provided to the City.
8. That the books and records of the Society are available to the City or its representatives for inspection at any time upon 24 hours notice having been provided requesting such notice.
9. That any changes to the Constitution or bylaws of the Society be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.
10. That the Society prepares and presents a three-year financial plan for its operations to the City on an annual basis.

**SCHEDULE "B" – Facilities Maintenance Agreement**  
**PREVENTATIVE MAINTENANCE AND REPAIR**  
**CAPITAL LIFECYCLE AND REPLACEMENT PLAN**

**Legend**

ACT = The Maple Ridge Pitt Meadows Arts Council

CMR = City of Maple Ridge

**City of Maple Ridge Responsibilities:**

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>	<i>Scheduled Maintenance Timeline</i>
<b>1.</b>	<b>Heating, Ventilation and Air Conditioning</b>			
a.	Annual inspection	CMR	CMR	Semi Annually Quarterly Annually
b.	Routine maintenance and repair	CMR	CMR	Quarterly Inspections
c.	Cleaning ducts	CMR	CMR	As Needed
d.	Life Cycle Replacement	CMR	CMR	As Needed
<b>2.</b>	<b>Plumbing System</b>			
a.	Preventative maintenance and repairs to hot water heat systems, domestic cold water systems, PRV's and Backflows.	CMR	CMR	Per Contract
b.	Lifecycle replacement of hot water heating systems and domestic cold water systems.	CMR	CMR	As Needed
c.	Maintenance and repairs of sump pump	CMR	CMR	As Needed
d.	Lifecycle replacement of sump pumps	CMR	CMR	As Needed
<b>3.</b>	<b>Elevator Systems Exclusive to or within the Premises</b>			
a.	Lobby Elevator and Backstage Elevator preventive maintenance and repairs.	CMR	CMR	Monthly
b.	Lobby elevator, backstage elevator and orchestra lift (Gala System) life cycle replacement.	CMR	CMR	
<b>4.</b>	<b>Fire Protection &amp; Suppression Systems exclusive to or within the Premises</b>			
a.	Fire extinguishers; annual inspect; repairs, recharging and life cycle replacement	CMR	CMR	Annually

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
b.	Fire alarm system: annual inspection; maintenance, repairs	CMR	CMR	Annually
c.	Fire alarm system: life cycle replacement	CMR	CMR	As Needed
d.	Fire sprinkler system: annual inspection, maintenance, and repairs	CMR	CMR	Annually
e.	Fire sprinkler system: life cycle replacement	CMR	CMR	As Needed
f.	Smoke detectors: annual inspection; maintenance & repairs and life cycle replacement	CMR	CMR	Annually
g.	Smoke vent life cycle replacement	CMR	CMR	As Needed

<b>5.</b>	<b>Security System</b>			
a.	Life cycle replacement	CMR	CMR	As Needed

<b>6.</b>	<b>Electrical Distribution System</b>			
a.	Lifecycle replacement of wiring panels	CMR	CMR	As Needed

<b>7.</b>	<b>Lighting Systems exclusive to or within the Premises</b>			
a.	Lifecycle replacement of interior and emergency/exit lighting systems.	CMR	CMR	As Needed
b.	Lifecycle replacement of specialty lighting systems.	CMR	CMR	As Needed
c.	Maintenance & repair of exterior lighting (roof line mounted fixtures)	CMR	CMR	As Needed
d.	Lifecycle replacement of exterior lighting	CMR	CMR	As Needed

<b>8.</b>	<b>Interior and Exterior Windows</b>			
a.	Breakage and routine repairs of exterior windows	CMR	CMR	As Needed
b.	Life cycle replacement of exterior windows including awning.	CMR	CMR	As Needed
c.	Cleaning of exterior surfaces of exterior windows including awning.	CMR	CMR	Semi Annually

<b>9.</b>	<b>Interior and Exterior Doors</b>			
a.	Replacement of interior & exterior doors due to structural damage (settling of building)	CMR	CMR	As Needed

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
<b>10.</b>	<b>Interior Surfaces within the Premises</b>			
a.	Interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks, structural damage not caused by the Tenant's occupation or operations	CMR	CMR	As Needed
b.	Life cycle replacement of floor coverings	CMR	CMR	As Needed
c.	Life cycle replacement of structural ceiling infrastructure	CMR	CMR	As Needed

<b>11.</b>	<b>Major Structural Systems</b>			
a.	Maintenance and repairs of foundations, flooring sub-structure, building envelope, including bearing walls, awing and roofing, due to <u>damage related to the tenancy.</u>	CMR	ACT	As Needed
b.	Maintenance and repairs of foundations, flooring sub-structure, building envelope, including bearing walls, awing and roofing, due to <u>damage NOT related to the tenancy.</u>	CMR	CMR	As Needed
c.	Repairs and painting of exterior surfaces	CMR	CMR	As Needed
d.	Repairs and replacement of exterior windows	CMR	CMR	As Needed
e.	Exterior lifecycle repainting	CMR	CMR	As Needed
f.	Cleaning of eaves troughs, gutters and awning.	CMR	CMR	Semi Annually

<b>12.</b>	<b>Exterior Site Services</b>			
a.	Landscaping repairs and maintenance	CMR	CMR	
b.	General cleaning of grounds and litter disposal as defined in the architectural drawings.	CMR	CMR	
c.	Snow and ice removal of the front entry ramp and stairs with a path to the front entrance of the building	CMR	CMR	As Needed
d.	Repairs of water and sewage systems beyond the building perimeter (unless deemed to be caused by the tenant)	CMR	CMR	As Needed
e.	Graffiti removal exterior building	CMR	CMR	As Needed

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>	<i>Scheduled Maintenance Timeline</i>
f.	Pest control services for exterior areas defined in the architectural drawings.	CMR	CMR	Monthly

<b>13.</b>	<b>Exterior signage for the Premises</b>			
a.	Maintenance and lifecycle of "Maple Ridge ACT" light sign near roof.	CMR	CMR	As Needed

<b>14.</b>	<b>Audio/Visual Building and Performance Systems</b>			
a.	Lifecycle replacement of all audio/visual systems	ACT	CMR	As Needed

<b>15.</b>	<b>Business Operations</b>			
a.	Garbage bin servicing	CMR	CMR	Weekly

<b>16.</b>	<b>Emergency Generator</b>			
a.	Annual testing, servicing, fuel and preventative maintenance	CMR	CMR	Monthly Annually

**The Maple Ridge Pitt Meadows Arts Council Responsibilities**

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>	<i>Scheduled Maintenance Timeline</i>
<b>1.</b>	<b>Plumbing System</b>			
a.	Repairs to all fixtures including faucets, sinks, toilets, unplugging toilets, replacements and all other routine repairs.	ACT	ACT	As Needed

<b>2.</b>	<b>Elevator Systems Exclusive to or within the Premises</b>			
a.	Orchestra Lift (Gala System) preventive maintenance and repairs.	ACT	ACT	Monthly

<b>3.</b>	<b>Fire Protection &amp; Suppression Systems exclusive to or within the Premises</b>			
a.	Smoke vent repairs	ACT	ACT	As Needed

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
<b>4.</b>	<b>Security System</b>			
a.	System monitoring, phone monitoring, inspection, maintenance and repair	ACT	ACT	Annually
b.	Repair, replacement, rekeying of all locks	ACT	ACT	As Needed
c.	Keys replacement	ACT	ACT	As Needed

<b>5.</b>	<b>Electrical Distribution System</b>			
a.	Inspection, maintenance and repair of wiring, breakers, and electrical panels.	ACT	ACT	Annually
b.	Repair or replacement of switches, receptacles and cover plates.	ACT	ACT	As Needed
c.	Additional enhancements to meet program and service's needs, including ongoing maintenance.	ACT	ACT	As Needed
d.	Resetting of tripped breakers	ACT	ACT	As Needed

<b>6.</b>	<b>Lighting Systems exclusive to or within the Premises</b>			
a.	Bulb/tube replacement for interior lighting.	ACT	ACT	As Needed
b.	Annual inspection and maintenance of interior emergency/exit lighting.	ACT	ACT	Annually
c.	Interior lighting ballast replacement.	ACT	ACT	As Needed
d.	Cleaning of interior light fixtures.	ACT	ACT	Annually or As Needed
e.	Maintenance & repair of all specialty lighting fixtures	ACT	ACT	As Needed
<b>7.</b>	<b>Interior and Exterior Windows</b>			
a.	Breakage, routine repair, and replacement of interior windows	ACT	ACT	As Needed
b.	Cleaning of interior windows and interior surfaces of exterior windows.	ACT	ACT	Semi Annually

<b>8.</b>	<b>Interior and Exterior Doors</b>			
a.	Maintenance and repair of interior doors, including hardware	ACT	ACT	As Needed
b.	Maintenance and repair of exterior doors including hardware	ACT	ACT	As Needed
c.	Life cycle replacement of interior and exterior doors, including hardware	ACT	ACT	As Needed

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
<b>9.</b>	<b>Interior Surfaces within the Premises</b>			
a.	Interior life cycle repainting	ACT	ACT	Approx, Every 7 Years
b.	Provision, maintenance and cleaning of window applications, including but not limited to blinds and curtains	ACT	ACT	Semi Annually
c.	Repair of interior walls and ceilings, including minor painting, counter tops, washroom partitions	ACT	ACT	As Needed
d.	Repair and replacement of ceiling tiles.	ACT	ACT	As Needed
e.	Cleaning, maintenance, and repair of floor coverings and theater seating	ACT	ACT	As Needed
<b>10.</b>	<b>Major Structural Systems</b>			
a.	Maintenance and repairs of foundations, flooring sub-structure, building envelope, including bearing walls, awing and roofing, due to <u>damage related to the tenancy.</u>	CMR	ACT	As Needed
b.	Cleaning of roof drains and roof areas.	ACT	ACT	Semi Annually
<b>11.</b>	<b>Exterior Site Services</b>			
a.	Snow and ice removal from steps, walkways, entrances, fire exits and loading bay excluding the front entrance including the provision of de-icing materials	ACT	ACT	As Needed
b.	Maintenance and repair of loading bay area, concrete, doors.	ACT	ACT	As Needed
<b>12.</b>	<b>Exterior signage for the Premises</b>			
a.	Maintenance and lifecycle of vertical banner sign facing west on left side of main entrance.	ACT	ACT	*This needs to be replaced in 2025
<b>13.</b>	<b>Interior signage within the Premises</b>			
a.	Design, installation, maintenance, repair and replacement	ACT	ACT	As Needed

<b>Item</b>	<b>Description</b>	<b>Responsible to Perform the Work</b>	<b>Responsible to Pay for the Work</b>	<b>Scheduled Maintenance Timeline</b>
<b>14.</b>	<b>Audio/Visual Building and Performance Systems</b>			
a.	Inspection, maintenance and repair of all audio/visual systems	ACT	ACT	As Needed
b.	Lifecycle replacement of all audio/visual systems	ACT	CMR	As Needed

<b>15.</b>	<b>Janitorial services within the premises</b>			
a.	Routine janitorial/custodial services	ACT	ACT	As Needed
b.	Janitorial/custodial services for performances or special events.	ACT	ACT	As Needed
c.	Provision of routine washroom supplies	ACT	ACT	As Needed
d.	Provision of washroom supplies for performances or special events.	ACT	ACT	As Needed
e.	Pest control services (interior)	ACT	ACT	As Needed

<b>16.</b>	<b>Appliances, Program and Other Non-Installed Equipment within the Premises</b>			
a.	Inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	ACT	ACT	As Needed
b.	Replacement of all appliances, program, and non-installed equipment	ACT	ACT	As Needed
c.	Maintenance, repair and replacement of furniture	ACT	ACT	As Needed

<b>17.</b>	<b>Renovations and Upgrades within the Premises</b>			
a.	Any standard renovations, alterations, upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by CMR)	ACT	ACT	As Needed

<b>18.</b>	<b>Utilities</b>			
a.	Electricity	ACT	ACT	As Needed
b.	Gas	ACT	ACT	As Needed
c.	Water and Sewer	ACT	ACT	As Needed

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>	<i>Scheduled Maintenance Timeline</i>
<b>19.</b>	<b>Business Operations</b>			
a.	Staff Costs	ACT	ACT	As Needed
b.	Telephone, internet and cable services	ACT	ACT	As Needed
c.	Insurance (in accordance with Section 8.4 of the Lease Agreement)	ACT	ACT	As Needed
d.	Supplies and equipment, including bathrooms, kitchen and meeting rooms, where applicable	ACT	ACT	As Needed

DRAFT



## CLOSED COUNCIL MEETING MINUTES

July 8, 2025, 1:00 p.m.  
Council Chambers  
City Hall, 11995 Haney Place

Council Present: Mayor D. Ruimy  
Councillor K. Carreras  
Councillor O. Dozie

Councillor J. Dueck  
Councillor S. Schiller  
Councillor J. Tan

Absent: Councillor A. Yousef

Staff Present: S. Hartman, Chief Administrative Officer  
C. Mushata, Director of Legislative Services and Corporate Officer  
Z. Lifshiz, Director, Strategic Development, Communications and Public Engagement  
C. Martin, Director of Recreation Services  
V. Richmond, Director of Facilities, Parks & Properties  
M. Adams, Director of Bylaw, Licensing & Community Safety  
M. Lewis, Director, Human Resources  
J. Dingwall, Manager of Utility Engineering  
Chad Cowles, Manager of Community Safety & Wellbeing  
Phil Sanderson, Manager of Corporate Strategy & Business Transformation  
R. Brummer, Manager of Arts, Culture and Events  
C. Balatti, Manager of Special Projects  
C. Nolan, Deputy Director of Finance  
W. Oleschak, Director of City Operations, Acting Chief Operating Officer  
D. Samson, Interim Fire Chief  
T. Thompson, Director of Finance  
C. Howes, Deputy Corporate Officer  
H. Nadvi, Associate Director of Building, Development and Planning  
P. Purewal, Senior Manager, Corporate Communications  
K. Marosevich, Manager of Bylaw, Licensing & Community Safety  
D. Denton, Property Manager  
D. Purcell-Chung, Manager of Development & Environmental Services  
L. Talanchuk, Manager of Procurement  
K. Anastasiadis, Manager, Intergovernmental Affairs  
C. Van Beers, Senior Engineering Technologist

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### 1. CALL TO ORDER

The meeting was called to order at 12:05 and recessed until 12:43 pm

**2. APPROVAL OF AGENDA**

Closed Council Meeting Agenda - July 8, 2025

**R/2025-C-82**

**Moved by:** Councillor Dozie

**Seconded by:** Councillor Tan

THAT the July 8, 2025, Closed Council Meeting Agenda be approved as circulated.

Absent (1): Councillor Yousef

**CARRIED**

**3. ADOPTION OF MINUTES**

Closed Council Meeting Minutes - June 17, 2025

**R/2025-C-83**

**Moved by:** Councillor Dozie

**Seconded by:** Councillor Schiller

THAT the June 17, 2025, Closed Council Meeting Minutes be adopted as circulated.

Absent (1): Councillor Yousef

**CARRIED**

**4. UNFINISHED BUSINESS**

**5. NEW BUSINESS**

**5.1 KidsFirst Early Childhood Centre Lease Renewal**

*\*consideration pursuant to section 90(1)(e)*

Staff report dated July 8, 2025

**R/2025-C-84**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Tan

THAT the KidsFirst Early Childhood Care Centre's lease for the Whonnock Community Centre be renewed for a period of three years with a single renewal term of three years; and

THAT the Corporate Officer be authorized to execute the lease.

Absent (1): Councillor Yousef

**CARRIED**

**5.2**

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[REDACTED]

[REDACTED]

S. 12, S. 13, of  
FIPPA, and S.  
90(1) of  
Community  
Charter

[REDACTED]

[REDACTED]

**5.3**

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[REDACTED]

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

S. 12, S. 13, of  
FIPPA, and S.  
90(1) of  
Community  
Charter

[Redacted]

[Redacted]

[Redacted]

S. 12, S. 13, of FIPPA, and S. 90(1) of  
Community Charter

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

#### **5.4 Liveable Community Advisory Committee Member Appointment**

*\*consideration pursuant to section 90(1)(a)*

Staff report dated July 8, 2025

##### **R/2025-C-90**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Dozie

THAT Tyler Stevenson be approved for the position of Member at Large on the Liveable Community Advisory Committee for the following term:

July 15, 2025 – September 30, 2026; and

THAT this committee appointment be immediately released to those affected at the discretion of the Chief Administrative Officer and publicly released on the Regular Council meeting agenda of July 15, 2025.

Absent (1): Councillor Yousef

**CARRIED**

#### **5.5 ACT Arts Centre Operational Update**

*\*consideration pursuant to section 90(1)(e) and 90(1)(i)*

Staff report dated July 8, 2025

##### **R/2025-C-91**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Tan

THAT Council direct Staff to further explore Options 3 and 4 in tandem with the Arts, Culture, Heritage and Events review.

Absent (1): Councillor Yousef

**CARRIED**



\*\*\*\*\*

Mayor Ruimy left the meeting at 5:23 pm and Councillor Dozie assumed the Chair.

\*\*\*\*\*

**6. INFORMATION ITEMS**

**7. ITEMS TO BE RELEASED FROM CLOSED STATUS**

**8. ADJOURNMENT**

Adjourned at 5:26 pm

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D. Ruimy, Mayor

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C. Mushata, Corporate Officer

## ACT Arts Centre Operational Update

**Recommendation:**

**THAT Council direct Staff to further explore Option(s) \_\_\_\_\_ and direct Mayor Ruimy to notify the Maple Ridge Pitt Meadows Arts Council of this decision.**

**Report Purpose and Summary Statement:**

To provide council an update on the status of the Maple Ridge Pitt Meadows Arts Council agreements and discuss the next steps on the operation of The ACT Arts Centre.

**Previous Council Action:**

At the April 22, 2025, Closed Council meeting Council directed staff to present the final updated and reviewed Lease Agreement, Operating Agreement and Facilities Maintenance Agreement to the Maple Ridge Pitt Meadows Arts Council with a deadline to sign the documents by June 27, 2025.

**Strategic Alignment:**

Engaged, Healthy Community;

**To:** Mayor and Council

**File number:** 01-0560-01-2025

## **ACT Arts Centre Operational Update**

### **BACKGROUND:**

The operating and lease agreements for the ACT expired on December 31, 2023. As of January 1, 2024, Maple Ridge Pitt Meadows Arts Council and the City of Maple Ridge have been operating on a month-to-month basis.

On May 8, 2025, City staff met with the Maple Ridge Pitt Meadows Arts Council (MRPMAC) to deliver the final agreements as directed by Council. Staff informed the Arts Council that they had until June 27, 2025, to sign the agreements and to receive the 2% payment increase that would be applied retroactively from January 1st, 2024.

On June 12, 2025, at the request of the Executive Director of the Maple Ridge Pitt meadows Arts Council Mayor Ruimy, Councillor Carreras and Director of Recreation Cidalia Martin met with the Arts Council Executive Director, President and Vice President. At the meeting Mayor Ruimy and Councillor Carreras they maintained the Maple Ridge Pitt Meadows Arts Council had until June 27, 2025, to sign the agreements to be able to receive the 2% payment increase that would be applied retroactively from January 1st, 2024.

### **ANALYSIS:**

#### **Discussion:**

On Tuesday, June 24, 2025, at 3:56pm Mayor and Council and select City staff received a letter from the Maple Ridge Pitt Meadows Arts Council that stated in part "we have concluded that we can no longer operate The ACT" and requested the following:

*"That Council direct City administration to engage an independent theatre operations specialist consultant to conduct a feasibility analysis of best operational models for similar theatres offering similar services, including municipal management and operation, to ensure sustainability for both the facility and programs at The ACT."*

Shortly there after on June 25, 2025, the Maple Ridge Pitt Meadows Arts Council sent an email to their subscribers asking them to *"Raise your Voice in support of Equity for The ACT Arts Centre"*.

The Maple Ridge Pitt Meadows Arts Council did not sign and return the Lease Agreement, Operating Agreement, and Facilities Maintenance Agreement by the June 27, 2025, deadline.

The City is currently undertaking a comprehensive review to evaluate current and optional operating models for The ACT Arts Centre. This is part of our commitment to due diligence, ensuring that we consider all aspects necessary for the continued success and sustainability of the arts and culture programming for the residents of Maple Ridge.

## **OPTIONS:**

### **Option 1: Provide Requested Financial Support**

Provide the Maple Ridge Pitt Meadows Arts Council with their requested funding from January 1, 2025 through December 31, 2027

### **Option 2: Engage an Independent Operations Consultant**

In it's June 14, 2025, letter to Mayor and Council, the Maple Ridge Pitt Meadows Arts Council requested council direct staff to engage an independent Operations Consultant to conduct a feasibility analysis of best operational models. Council could direct staff to initiate a procurement process for a consultant.

### **Option 3: Proceeding with a Competitive Process**

City staff could be directed to bring back additional information on procurement options.

### **Option 4: Operation of The ACT Performing Arts Centre**

Council could direct staff to bring back additional information on options for operating the ACT Performing Arts Centre

S. 12, S. 13, and S. 14 of FIPPA, and S. 90(1) of Community Charter

## **CONCLUSION:**

To ensure arts and culture services are maintained in the City through the Maple Ridge Pitt Meadows Art Council, staff would like to move ahead with the next steps as directed by Council.

---

Prepared by: Cidalia Martin, Director of Recreation Services

### **Attachments:**

- (A) Historical City Funding to the Maple Ridge Pitt Meadows Arts Council
- (B) 2018 Cultural Plan, Walking Together
- (C) June 24, 2025 Letter from Maple Ridge Pitt Meadows Art Council to City of Maple Ridge Mayor and Council

## Report Approval Details

Document Title:	ACT Arts Centre Operational Update.docx
Attachments:	- Attachment A - Historical City Funding to the Maple Ridge Pitt Meadows Arts Council.xlsx - Attachment B - Maple Ridge Culture Plan 2018 FINAL.pdf - Attachment C - Letter to CoMR Mayor and Council - June 24 2025.pdf
Final Approval Date:	Jul 3, 2025

This report and all of its attachments were approved and signed as outlined below:

Cidalia Martin, Director of Recreation Services

Carolyn Mushata, Director of Legislative Services and Corporate Officer

Scott Hartman, Chief Administrative Officer

	2025 YTD	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003
Operating Agreement	407,131.50	814,263.00	814,263.00	799,866.00	785,751.00	771,912.96	758,346.00	745,046.04	732,005.04	719,220.96	706,686.96	694,404.00	682,668.00	670,775.50	661,483.00	621,644.00	599,526.00	558,478.24	544,224.88	539,553.84	522,940.94	512,591.24	488,659.92
Lease	(39,999.96)	(79,999.92)	(79,999.92)	(79,999.92)	(79,999.92)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(80,000.00)	(80,000.00)	(80,000.04)	(80,000.04)	(80,000.04)	(79,993.92)
<b>Net Operating Grant</b>	<b>13,351,544.34</b>	<b>734,263.08</b>	<b>734,263.08</b>	<b>719,866.08</b>	<b>705,751.08</b>	<b>691,920.96</b>	<b>678,354.00</b>	<b>665,054.04</b>	<b>652,013.04</b>	<b>639,228.96</b>	<b>626,694.96</b>	<b>614,412.00</b>	<b>602,676.00</b>	<b>590,783.50</b>	<b>581,491.00</b>	<b>541,652.00</b>	<b>519,534.00</b>	<b>478,478.24</b>	<b>464,224.88</b>	<b>459,553.80</b>	<b>442,940.90</b>	<b>432,591.20</b>	<b>408,666.00</b>
<b>% Change each year</b>		<b>0%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>7%</b>	<b>4%</b>	<b>9%</b>	<b>3%</b>	<b>1%</b>	<b>4%</b>	<b>2%</b>	<b>6%</b>	
	2025 YTD	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003
Art Facilities Maintenance	4,646.55	21,039.36	18,167.72	26,153.53	15,433.81	14,938.57	19,783.99	17,234.84	24,060.71	14,128.60	13,059.63	20,620.88	7,971.33	4,601.29	12,658.74	12,326.13	11,067.03	7,522.96	8,500.70	17,011.68	5,771.05	5,245.39	20,410.36
Art Centre Building Maintenance	25,948.33	73,300.82	29,382.63	25,910.12	18,915.84	13,042.24	18,228.60	16,748.45	25,212.38	11,890.13	19,068.61	15,892.83	9,130.76	14,992.62	11,795.83	15,488.97	14,187.26	5,982.13	-	-	-	-	-
Infrastructure Arts Centre	33,408.42	159,129.19	168,152.02	144,864.78	38,218.34	10,853.06	33,637.01	47,184.09	91,738.55	70,575.15	34,685.20	10,772.79	31,801.00	47,794.49	37,965.94	4,763.32	1,387,303.00	-	-	-	-	-	-
<b>Net</b>	<b>3,040,319.75</b>	<b>64,003.30</b>	<b>253,469.37</b>	<b>196,928.43</b>	<b>72,567.99</b>	<b>38,833.87</b>	<b>71,649.60</b>	<b>81,167.38</b>	<b>141,011.64</b>	<b>96,593.88</b>	<b>66,813.44</b>	<b>47,286.50</b>	<b>48,903.09</b>	<b>67,388.40</b>	<b>62,420.51</b>	<b>32,578.42</b>	<b>1,412,557.29</b>	<b>13,505.09</b>	<b>8,500.70</b>	<b>17,011.68</b>	<b>5,771.05</b>	<b>5,245.39</b>	<b>20,410.36</b>

Comments

2009 included a payment of \$10,000 to support an executive search. I'm assuming this was the recruitment of the current ED. That has been removed from the reported contract amount.

2008 included payments retroactive to 2007

2025 ACT Roof Replacement Project - estimated to be \$1.6 Million

2024 Onwards rolling replacement of the 12 HVAC Units (2 have been replaced to date)

Exterior painting of the ACT planned for the next year or two



# WALKING TOGETHER

## MAPLE RIDGE CULTURE PLAN





“Learning to  
**WALK TOGETHER**  
as one is how we have  
balance in life.”

*Katzie Nation Elder, Margaret Pierre*

## INDIGENOUS ACKNOWLEDGEMENT

The City of Maple Ridge recognizes the Kwantlen and Katzie Nations, on whose lands we live, work and play.

Throughout the cultural planning process, we have taken direction from the United Nations Declaration on the Rights of Indigenous Peoples, the Truth and Reconciliation (TRC) Findings and Calls to Actions and the National Narrative on Reconciliation Report from Reconciliation Canada. These reports and ongoing engagement with the Kwantlen and Katzie Nations have informed the planning approach, perspective and outcomes of Maple Ridge's Cultural Plan Update.

Through our shared commitment to land and place, the City of Maple Ridge seeks to honour the legacy of the region's Indigenous Peoples and find new ways of walking together to create opportunities for shared truths and to continue on the path towards reconciliation.



# VISION: WALKING TOGETHER: GROWING COMMUNITY CONNECTIONS THROUGH CULTURE.



graphic by Annateekornelsen.com



# CONTENTS

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# 1

The 2016-2017 cultural planning process sought to involve and empower the community in shaping the future of Maple Ridge and provides a roadmap to the community's cultural development over the next ten years.

# 2

The "Walking Together" Cultural Plan Update is the result of eight months of community-based research, extensive public engagement and thorough assessment of community input, earlier studies and plans.

The project team reached nearly 5000 sources of input through 12 external engagement events and an online survey, capturing a broad range of perspectives from the local and surrounding community. The Cultural Plan Task Group helped guide the process and development of this plan.

See page 16 for more information.

# 3

The plan is rooted in Maple Ridge's local context and reflects the values of the community:

- Rural and agricultural heritage
- Small town atmosphere
- Outdoor culture

To achieve the "Walking Together" vision of growing community connections through culture, local context remained at the heart of the planning process.

See page 9 for more information.

# 4

Celebrating, honouring and championing the cultural heritage of the Kwantlen and Katzie First Nations is a key priority.

The cultural planning process reflects the City's commitment to honour the legacy of the region's Indigenous Peoples and find new ways of 'Walking Together' to create opportunities for shared truths and reconciliation.

See page 38 for more information.

# 5

The plan aligns with the values identified by the community throughout the research and community engagement phase.

We heard from the community that the plan should:

- Celebrate the natural environment
- Create more free public events
- Provide new cultural spaces
- Deliver creative education and youth-focused programming
- Support the cultural heritage of Indigenous Peoples
- Celebrate local cultural heritage

See page 23 for more information.

# KEY TAKEAWAYS

# 6

The GUIDING PRINCIPLES of this plan reflect the community's desire to work together to enhance the enjoyment of life in Maple Ridge for all people. The community wants a cultural plan that:

- Is sustainable and ensures a high quality of life;
- Values nature and enhances our arts and cultural experiences;
- Promotes and encourages creativity and innovation;
- Embraces social inclusion, accessibility and diversity
- Reflects the local, authentic identity;
- Engages and connects people through arts and culture.

See page 26 for more information.

# 7

The plan's 6 STRATEGIC PRIORITIES and supporting goals, objectives and actions are designed to help Maple Ridge achieve its cultural goals by focusing on:

- Connection, Capacity and Collaboration;
- Awareness and Visibility;
- Cultural Tourism and Creative Entrepreneurship;
- Youth and Family Arts;
- Indigenous cultural heritage and arts; and
- Multiculturalism and social inclusion.

See pages 27-41 for more information.

# 8

An IMPLEMENTATION FRAMEWORK supported by City staff and community partners from a cross-section of industries will provide a roadmap for the phased-in implementation of the cultural plan. All activities will be supported by a COMMUNICATIONS STRATEGY AND ONGONG ENGAGEMENT to ensure the success of this cultural plan.

See pages 42-44 for more information.

# 9

INVESTMENT in Maple Ridge's cultural capital and knowledge-sharing assets will help BUILD CAPACITY in existing and developing arts and culture providers.

Cultural investment mechanisms may include resources, development and training opportunities, funding opportunities, volunteering, public involvement and fundraising. A strong local cultural scene is an important factor to attract residents and investors including talented individuals and leading-edge businesses but also associated with citizens' social engagement, including connections to volunteering, donating, helping neighbours, and better health.

# 10

This is a plan for Maple Ridge; it needs to be championed, celebrated and shared by the community, City staff and Council.



# ABOUT THIS PLAN

Walking Together is the **community's** plan for **arts, culture** and **heritage**.



**Walking Together** outlines the strategic directions for advancing and investing in Maple Ridge's cultural development—including arts services; festivals and events; programs; and facilities.

It provides decision-makers, community partners and the public with a tool for setting priorities and assigning roles in a fiscally prudent manner.

Maple Ridge is a rapidly evolving ‘edge city’ with growing ethnic and cultural diversity and a strong community aspiration to preserve, celebrate and leverage its rural and agricultural heritage and many arts and heritage assets.

Surrounded by natural beauty and incredible mountain vistas, the municipality is known for its small town atmosphere that celebrates outdoor culture, arts and heritage. The City’s 80,000+ residents are actively engaged in developing the community, neighbourhoods and programs that benefit all and are committed to walking together in the creation of a vibrant community for residents today and the generations to come.

The City of Maple Ridge set out to create a plan that would strengthen, harmonize and raise the profile of the City’s cultural endeavours to create unique community identity, with opportunities for placemaking, and the celebration of the community’s diverse heritage and culture. The Walking Together Cultural Plan Update is a living document that serves as a roadmap for the development of arts, culture and heritage over the next 10 years.

The Official Community Plan (OCP) recognizes the value of cultural planning and development, stating that “culture, art and heritage are contributors to social well-being, social development and

community wellness.” The creation of the Cultural Plan builds off and furthers the City’s commitment to culture, arts and heritage and is consistent with the OCP, Tourism Plan and Asset-Based Community Development Policy, which recognizes that “strong relationships are at the core of a healthy community.” Cultural development acts as a connector, providing opportunities for engagement and participation by all citizens which creates a diversity of perspectives.

Through widespread engagement, the cultural planning process sought to involve and empower the community in shaping the future of Maple Ridge to:

- improve access to and use of arts and culture facilities;
- support arts and culture organizations to meet the needs of a changing community;
- enhance service delivery through public and private partnership; and
- establish processes to guide arts and culture service delivery.

“Arts and culture” is used throughout the plan and is inclusive of heritage, unless specific references to cultural and natural heritage are presented.

# 1. INTRODUCTION

## WHAT IS CULTURE?

### CULTURE IS WHO WE ARE AND HOW WE LIVE.

Culture is more than art. Culture embraces what defines us as a community and that begins with our unique sense of place and identity.

Culture includes resources and assets like libraries, museums, natural and cultural heritage sites, activities, literary arts, the performing arts, film, craft and visual arts.

“Culture is **vital** to a healthy community.”  
*Maple Ridge Official Community Plan*





## CULTURE MAKES VIBRANT COMMUNITIES.

Vibrant communities understand the importance of cultural participation and the presence of artists and cultural organizations to:

- improve residents' sense of belonging and attachment,
- build community identity and pride,
- build interpersonal ties and promote volunteering,
- reduce delinquency
- relieve stress,
- build social networks,
- increase tolerance of others,
- improve resiliency and skills-building in high risk youth,
- foster "a creative milieu that spurs economic growth in creative industries"<sup>2</sup>, and to
- increase the attractiveness of the area to tourists, businesses, new residents and investors.

2 Developing and Revitalizing Rural Communities through Arts and Culture  
(Creative City Network of Canada, 2009)



Fig. 1 Adapted from MDB Insight and the Statistics Canada Cultural Resources Framework for Cultural Statistics.

## WHAT IS A CULTURAL RESOURCE?

A cultural resource is anything that contributes to the culture of a particular place or people, both tangible and intangible. These resources are the activities, institutions and people that express our shared beliefs, customs and values. Cultural resources in Maple Ridge include:

- facilities (theatres, galleries, libraries, museums),
- heritage,
- Indigenous Peoples culture,
- attractive streets, parks and built environment,
- intangible culture, such as local traditions,
- arts and crafts,
- festivals and events,
- retailing, leisure, recreation facilities,
- creative industries (film, culinary, photography, design, etc.) and
- natural landscape.

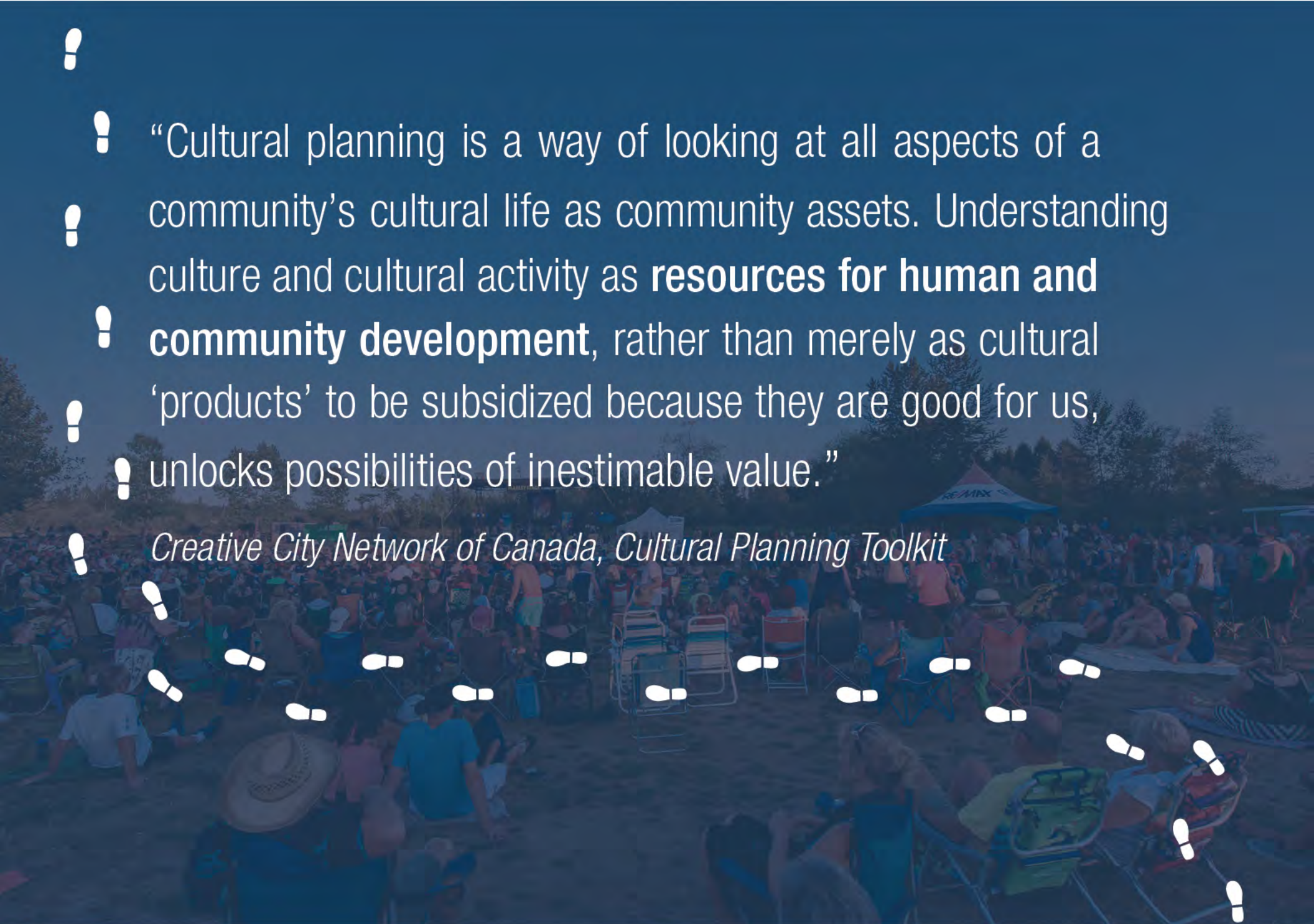
Culture embraces what defines us as a community and begins with our unique sense of place and identity.





“Cultural planning is a way of looking at all aspects of a community’s cultural life as community assets. Understanding culture and cultural activity as **resources for human and community development**, rather than merely as cultural ‘products’ to be subsidized because they are good for us, unlocks possibilities of inestimable value.”

*Creative City Network of Canada, Cultural Planning Toolkit*



# WHAT IS CULTURAL PLANNING?

Cultural planning involves examining existing cultural resources and assets, engaging with the public to determine what is valued and creating a vision to support and celebrate those resources and assets.

Cultural planning is a tool used by municipalities to achieve both economic and social goals, by linking together other planning areas, such as Tourism, Community Planning, Health/Social Programs and Economic Development.

While cultural development is a relatively new area of focus in British Columbia, local governments understand the economic and livability benefits that cultural planning provides; particularly, in growing communities like Maple Ridge.

Cultural amenities are an expected piece of 'livability' resources, no longer a 'nice to have'.

Trends show that many municipalities are incorporating arts and cultural strategies into core business areas to solve problems and leverage economic and social development.



## PLANNING CONTEXT & APPROACH:

The development of the Cultural Plan Update builds upon the City's commitment to arts, culture and heritage initiatives and is consistent with the Official Community Plan, Corporate Strategic Plan and Parks and Recreation Master Plan.

The first Cultural Plan was completed in 1996 and laid the foundation for cultural development in Maple Ridge while guiding the creation of many cultural facilities and community organizations. Over the past 20 years, there has been significant investment in the development of Maple Ridge's cultural sector, including the Cultural Mapping project, an expanded Artist in Residence program and an approved Public Art Policy. The development of the 2017 Cultural Plan Update furthers the City's investment in cultural development.

## THE CULTURAL PLAN PROCESS CONSISTED OF THREE PHASES:

**Phase 1 - State of Culture: *How are we doing?*** was designed to assess the current state of cultural development in Maple Ridge. This involved broad-based community engagement that sought input from residents and visitors, focus groups with arts and culture stakeholders and an online survey.

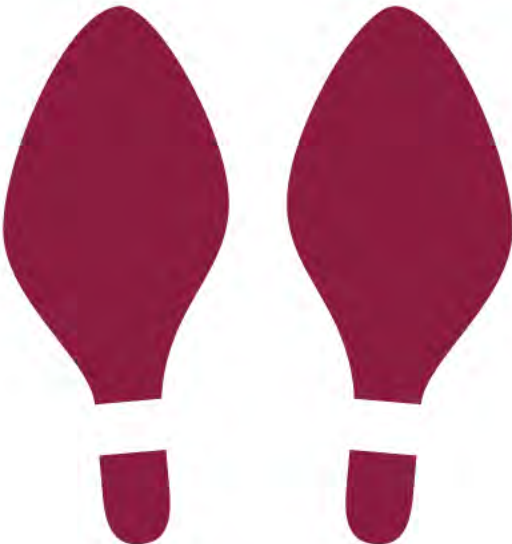
**Phase 2 - Future Ready: *Where do we need to go?*** included a review and analysis of the data.

**Phase 3 - Finalization: *Did we get it right?*** consisted of stakeholder and public review and Council endorsement.

## KEY PLAN LINKAGES

The Cultural Plan Update aligns with the City of Maple Ridge’s Strategic Plan and other major planning initiatives such as the Official Community Plan (OCP), Neighbourhood Plans, Sustainability Action Strategy, Youth Strategy, Tourism Strategy and Transportation Plan.

The 6 Strategic Priorities outlined in this Update serve to prepare the community for its next phase in cultural development and define the City and community’s role therein.



# PHASE 1:

STATE OF CULTURE | JANUARY - MAY 2017

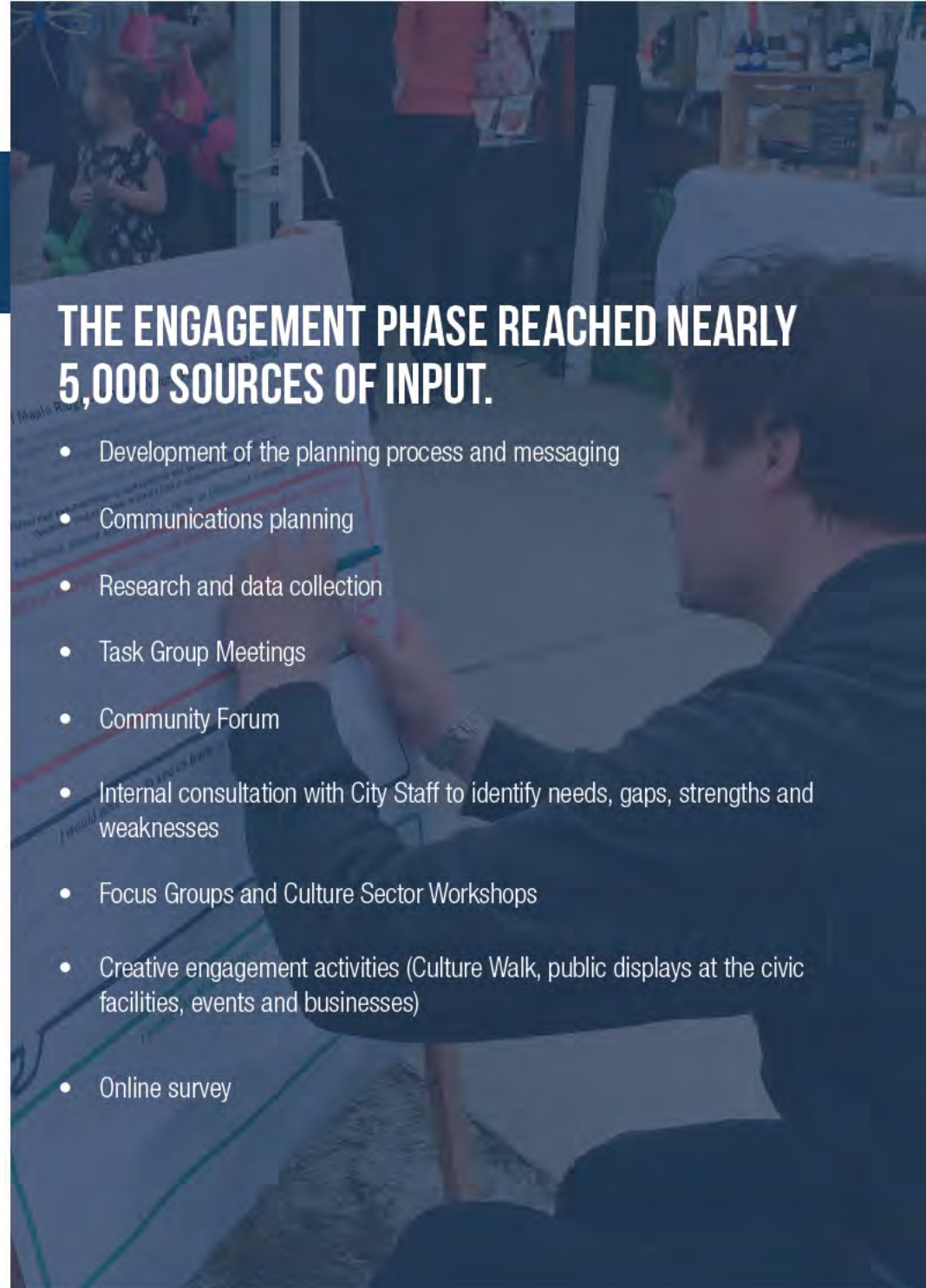
The purpose of Phase 1 was to gather community perspectives in assessing the current and future demands of Maple Ridge's cultural development. Ensuring community input was a primary objective of the consultation and engagement framework, and attention was paid to engage new immigrants and marginalized communities within the City.

As an 'edge city', there are increasing demands on existing cultural resources and pressures for growth. To assess these trends, emerging technological and political factors, community needs and uncertainty, a Context Map and a SWOT exercise (Appendix B) were completed during the initial stages of engagement with City Staff, the Cultural Plan Task Force and Community Forum attendees (February 21, 2017).

Information was gathered from multiple stakeholders through targeted community outreach and open dialogue. Residents, community groups, and municipal representatives provided considerable insights on the concerns, goals and opportunities related to arts, culture and heritage which shaped the outcomes of the Cultural Plan.

## THE ENGAGEMENT PHASE REACHED NEARLY 5,000 SOURCES OF INPUT.

- Development of the planning process and messaging
- Communications planning
- Research and data collection
- Task Group Meetings
- Community Forum
- Internal consultation with City Staff to identify needs, gaps, strengths and weaknesses
- Focus Groups and Culture Sector Workshops
- Creative engagement activities (Culture Walk, public displays at the civic facilities, events and businesses)
- Online survey



## PHASE 2: FUTURE READY | MAY - JUNE 2017

Phase 2 included focus groups with Indigenous community representatives and multicultural associations along with the review and analysis of the data collected throughout the planning process. This review included a detailed SROI (Social Return on Investment) and SWOT (Strength, Weaknesses, Opportunities, Threats) analysis. The key findings were shared with the community at the Cultural Champions Summit and with the Cultural Plan Task Group, Council and Staff teams.

- SROI & SWOT analysis and results (see Appendix B)
- Focus Groups
- Creative engagement activities (Youth Week, Library Pop-Ups)
- Task Group meetings
- Reporting of key findings to the community and City



## PHASE 3: FINALIZATION | SEPTEMBER 2017

Phase 3 produced a draft plan, with the Task Group, City Staff and Council reviewing and refining.

- Draft Plan: review and refinement of draft Plan through Task Group, City Staff and Council
- Finalize Plan
- Present to Council (spring 2018)

# 2. SUMMARY OF FINDINGS: WHAT WE HEARD

## STATE OF CULTURE

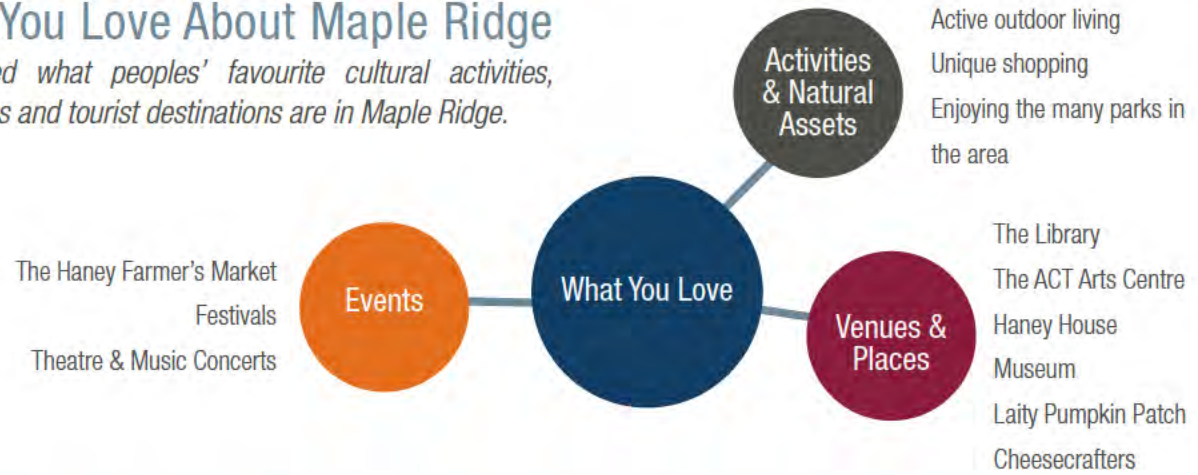
The first Cultural Plan, completed in 1997, was foundational to the creation of many of Maple Ridge's arts, cultural and tourism amenities that are enjoyed today.

To guide Maple Ridge over the next ten years, the 2017 Cultural Plan Update process held 12 external engagement events and distributed an online survey, reaching nearly 5,000 sources of input over a period of four months. A detailed survey report can be found in Appendix 3.

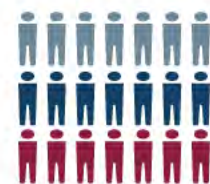
### THIS IS WHAT WE HEARD

#### What You Love About Maple Ridge

*We asked what peoples' favourite cultural activities, attractions and tourist destinations are in Maple Ridge.*



### WHO WE HEARD FROM: SURVEY DEMOGRAPHICS



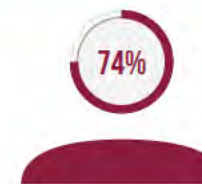
559 people responded to the Cultural Plan Survey.



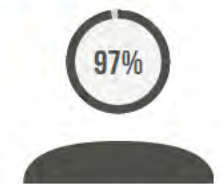
**LOCATION**  
84% of the survey respondents live in Maple Ridge.



**AGE**  
38% are between 50 and 64 years of age.



**GENDER**  
74% of the survey respondents are female.



**NEW RESIDENTS**  
97% of new residents to Maple Ridge came from within Canada.

# HOW ARE WE DOING?

## CULTURAL SECTOR: Survey Respondents

18% Represent a community group and/or nonprofit

14% Work in the Cultural Sector

20% Donate to cultural activities/programs

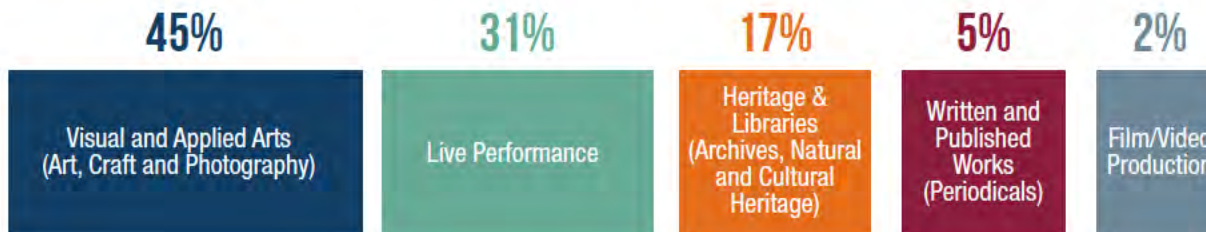
29% Volunteer



Maple Ridge's cultural sector is becoming increasingly diverse. 73% of the survey respondents indicated that they attend and/or participate in cultural events & programs in Maple Ridge.

Of the 14% of survey respondents who work in the Cultural Sector, many indicated they also have secondary involvement in other disciplines including sound recording (6%) and audio-visual and interactive media (8%).

## CULTURAL SECTOR BREAKDOWN: Where Survey Respondents Work



## CULTURAL EVENTS & TOURISM ACTIVITIES ATTENDED IN 2017

Survey respondents participate in a variety of activities that enhance the culture of Maple Ridge.



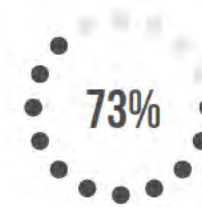
Downtown Shopping



The ACT Arts Centre



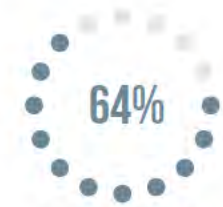
Local Parks & Trails



Haney Farmers Market



Public Library



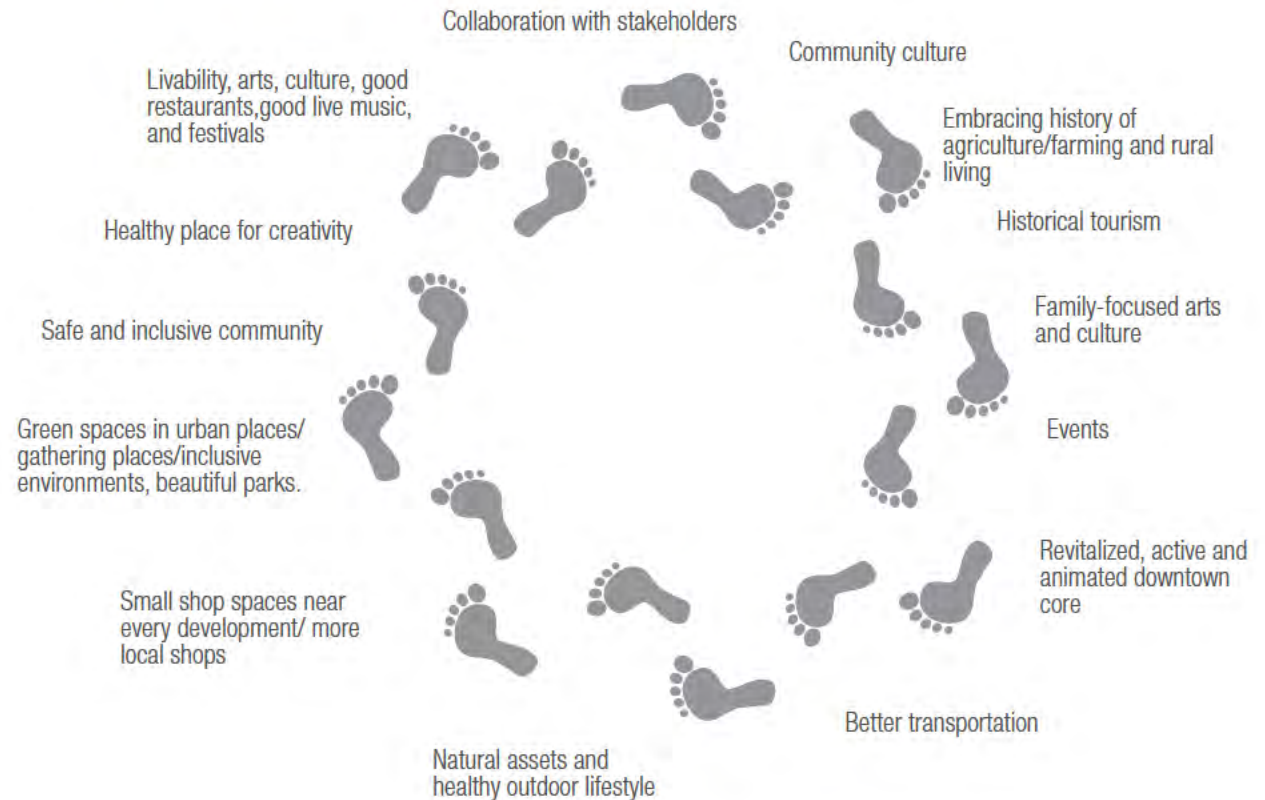
Golden Ears Park

# FUTURE READY

We asked our respondents for their view on the social and community benefits of culture, creative activity and tourism in Maple Ridge, and heard that arts and culture attracts creative talent, nurtures creative industries, enhances the quality of life and creates a healthy and livable city. It also develops well-rounded capacities in our young people and provides diverse educational opportunities for everyone.

Throughout the cultural planning process, we asked residents: **“What you would like Maple Ridge to be known for?”**

## HERE’S WHAT WE HEARD:



# WHERE DO WE NEED TO GO?

Survey respondents' key priorities for culture in Maple Ridge:



Respondents from the Cultural Plan Survey emphasized the natural environment, free public events and a desire for new cultural spaces.

For the Detailed Survey Report see Appendix D.



### 3. VISION, GUIDING PRINCIPLES AND VALUES

# VISION

The Vision, Guiding Principles and Values for cultural development in Maple Ridge reflect the community's voices, and mark the characteristics of the community's dedication to working together to enhance enjoyment for all.

As a rapidly expanding community, success will be advanced by **enhancing the City's cultural life by fostering community connections.**

## WALKING TOGETHER:

Growing community connections through culture.



# GUIDING PRINCIPLES

**1** Maple Ridge's cultural development is sustainable and ensures a high quality of life for residents.

**2** Nature is deeply valued and enhances our experience of arts and culture.

**3** Creativity and innovation is promoted and encouraged in our cultural development.

**4** Social inclusion, accessibility and diversity are foremost in our decision-making.

**5** There is a local and authentic identity reflected in what we do.

**6** People feel engaged and connected through arts and culture.



# 4. STRATEGIC PRIORITIES

## WALKING TOGETHER

- 1 CONNECTION, CAPACITY & COLLABORATION
- 2 AWARENESS & VISIBILITY
- 3 CULTURAL TOURISM & CREATIVE ENTREPRENEURSHIP
- 4 YOUTH & FAMILY ARTS
- 5 INDIGENOUS CULTURAL HERITAGE & ARTS
- 6 MULTICULTURALISM & SOCIAL INCLUSION



# 1 STRATEGIC PRIORITY

## CONNECTION, CAPACITY AND COLLABORATION

**GOAL: COMMUNITY CONNECTIONS ARE STRENGTHENED THROUGH CAPACITY-BUILDING AND COLLABORATION.**

*Objective 1.1. Enhanced capacity-building is fostered in the community through the role of the City—its strategic direction, departments, bylaws, policies and programs.*

### SUPPORTING ACTIONS:

1. Continue to fund and support grant programs and operating agreements, and provide program funding to local arts, culture and heritage organizations that meet grant program criteria.
2. Review the City's grant programs every five years; and explore the possibility of offering microloans for temporary art intervention projects that respond to a community need.
3. Continue to foster a cultural development lens across City departments. Make sure 'culture, including heritage is at the table' in City planning.
4. The City acts as a community connector by bringing people together to listen and identify opportunities for collaboration and solution-finding. It works to address areas where 'red tape' is preventing cultural advancement.
5. Where possible, social innovation (e.g. tool libraries and cultural hubs) and social procurement (also known as social purchasing) is encouraged to effect solutions for cultural development.
6. Align and update OCP policies and Corporate Strategic Plan to integrate and include cultural planning goals identified herein. Ensure cultural planning directions are reflected in City policies and plans.

7. Continue to encourage using cross-departmental teams in cultural development.
8. Regularly review partnership agreements to ensure compliance and relevancy with Indigenous and youth focused/initiatives.
9. Explore the potential for a cultural scorecard process as a measurement for cultural development.
10. Make heritage and historical information available to new residents, addressing the diversity of cultures that make up Maple Ridge's history.
11. Develop a Cultural Spaces and Facilities Framework to serve as a guide for phased investment and planning, extending beyond City-owned facilities and spaces, that includes but is not limited to:
  - Examine current real estate inventory for arts, culture and heritage uses;
  - Identify and collate the mapping and listing of all City-owned spaces, City-leased spaces, and emerging spaces with potential for re-purposing such as industrial zones, and/or renovated spaces as well as purpose-built venues;
  - Maintain active dialogue with cultural community to stay current on space needs (including performing arts and

museum discussions);

- Seize opportunities to work with other levels of government towards securing funding for identified new or renovated cultural spaces and facilities, and related planning (e.g. feasibility studies/needs assessments; and capital infrastructure).
  - Facilitate agreements and address insurance issues with local realtors and developers to utilize existing venues, unrented or vacated spaces for cultural uses, for a possible tax deduction or other incentive.
  - Look to the City of Vancouver's Cultural Facilities Priorities Plan' Self-Assessment Checklist for user groups of existing or proposed cultural facilities and spaces.
  - Look at regulatory measures which may be preventing the use and development of artist and creative production spaces (including co-op models) and develop guidelines to allow more flexibility, as appropriate.
1. Determine City-identified spaces for temporary cultural activity (e.g. lobbies) and provide community spaces for artists (temporary or permanent), to introduce artists in residence program in higher traffic areas.
  2. Support community-led efforts to share space and services; and explore the opportunity to create a centralized arts and

culture 'hub'.

**Objective 1.2. Invest in capacity-building and foster collaborations through knowledge-sharing, gatherings, and skills development opportunities for volunteers and administrators.**

**SUPPORTING ACTIONS:**

1. Convene Cultural Leadership Roundtable meetings that encourage a healthy creative ecosystem and provide opportunities for collaboration, information-sharing, event coordination/scheduling, and connection points (exchange, learning and sharing).
2. Through Arts and Cultural Service organizations, hold an annual Cultural Forum focused on skills development in the areas of, but not limited to:
3. Board governance and development
4. Succession planning
5. Arts and cultural administration
6. Volunteer management
7. Communications and marketing

8. City processes and roles
9. Post volunteer needs through the Cultural Portal and share via Cultural Roundtable and social media.
10. Link strategic planning and community initiatives to the Cultural Plan directions.
11. Through community partners, identify ways to engage newcomers.
12. Foster heritage conservation of City-owned properties.

**Objective 1.3. Work with neighbourhoods to encourage a distributed model of arts, culture and heritage activity and connection points.**

**SUPPORTING ACTIONS:**

1. Through collaboration and consultation, use neighbourhoods as creative nodes or cultural junctions.
2. Support community arts and culture based initiatives that promote inclusivity and build neighbourhood or community connections, including events.
3. Expand 'neighbourhood champions circles' or teams and existing networks as contact points to foster social leadership.

# 2 STRATEGIC PRIORITY

## AWARENESS AND VISIBILITY

**GOAL: ARTS AND CULTURE ARE VALUED, CELEBRATED AND INTEGRATED INTO COMMUNITY LIFE.**

*Objective 2.1. Develop and implement a comprehensive arts and culture communications strategy to build audiences and awareness.*



### SUPPORTING ACTIONS:

1. Create a centralized portal to feature and promote arts, culture and events; programs; shared resources; etc.
2. As part of the communications strategy, continue to build a 'culture for culture' within City Hall, by identifying internal communication and engagement actions.
3. As part of the communications strategy to support the implementation of the plan, create an awareness campaign surrounding the value, benefits and impact of arts and culture.
4. Explore the possibility of centralized communication support/resource for Maple Ridge's arts, culture and heritage scene.
5. Use local transportation networks as channels to communicate awareness of events and programs (e.g. buses, bus shelter ads, West Coast Express etc.)

*Objective 2.2. Celebrate a sense of place and share Maple Ridge's story.*

**SUPPORTING ACTIONS:**

1. Encourage arts and heritage-based creative solutions for empty storefronts and animating spaces.
2. Use local transportation networks and public spaces as channels to communicate heritage facts and interesting local histories.
3. Where possible, identify opportunities for interpreting heritage and animating neighbourhoods in Maple Ridge through artist and community-led place-making activities.
4. Explore expanding the Public Art Program to include ways to animate the interpretation and awareness of public art, places and intangible cultural assets through tours, workshops, story-telling and other engagement pieces.
5. Reflect and incorporate authentic community cultural identity into Maple Ridge branding.
6. Continue to fund and support the Public Art Program and Artist-in-Residence Program.
7. Implement recommendations of the Developer Public Art Program to encourage beautification and an enhanced sense of place in urbanization.
8. Improve wayfinding in Maple Ridge and enhance 'sense of place' at neighbourhood levels through place naming and public works. Integrate with Indigenous cultural heritage initiatives.
9. Ensure signage bylaws relate to form and character guidelines for the enhancement of place; explore signage needs for events and festivals.
10. Design a sustainable mapping process to capture emerging cultural and historical stories and places.



# 3 STRATEGIC PRIORITY

## CULTURAL TOURISM AND CREATIVE ENTREPRENEURSHIP

**GOAL: MAPLE RIDGE IS RECOGNIZED AS AN ALL-SEASON CULTURAL TOURISM DESTINATION AND HOME TO THRIVING CREATIVE ENTREPRENEURS.**

*Objective 3.1 Continue to enhance understanding amongst stakeholders and decision-makers, the value of arts, culture, heritage and creative community as part of Maple Ridge's tourism attraction mix (e.g. festivals, events, agri-tours, cultural tours, open studios etc.) and destination branding.*

### SUPPORTING ACTIONS:

1. Enhance the strategic positioning of Festivals and Events to align with any tourism strategy development planning.
2. Consider conducting an economic impact study of the local cultural sector.
3. Ensure tourism and economic development representation on the Cultural Leadership Roundtable, and cultural

representation in the Economic Development and Culture Advisory Group and other economic development bodies, as appropriate.

4. Work towards enhancing cultural tourism marketing of a broader range of cultural attractions.
5. Prepare update reports to Council and the community on arts and culture economic activity, growth of cultural economy and resulting benefits to the community.

*Objective 3.2. Leverage local cultural resources and assets to distinguish Maple Ridge as a cultural destination.*

### SUPPORTING ACTIONS:

1. Link to Strategic Priority 2 awareness and visibility initiatives, including a cultural portal where residents and visitors can learn comprehensive information about arts and cultural

resources, events, festivals, venues, concerts, etc.

2. Identify 'pairings' of cultural tourism and niche culinary and agri-tourism initiatives (e.g. Haney Farmers' Market; cheesemakers; wineries).
3. Encourage participation in the BC Économusée Program (<http://bc.economusee.com>).
4. Ensure consistent annual baseline data collection amongst local cultural resources and assets and encourage tourism leads to share relevant visitor profile data to encourage audience development.
5. Ensure destination branding reflects local community cultural identity inputs, diversity, and local cultural resources and assets.

***Objective 3.3. Further integrate creative economy strategies into economic development planning.***

**SUPPORTING ACTIONS:**

1. With identified partners (e.g. Downtown Maple Ridge Business Improvement Association) promote Arts and Business partnerships and generate spin-off cultural economic activity to raise the profile of culture as an economic generator.
2. Encourage involvement of cultural and creative businesses and arts groups in downtown business networking activities to stimulate collaboration and partnerships.

3. Continue to encourage film industry activity in the City to attract spending, create employment and raise the profile of Maple Ridge.

***Objective 3.4 Work with creative entrepreneurs on skills development.***

**SUPPORTING ACTIONS:**

1. Offer small business training and link to Etsy Markets and other creative entrepreneurs' initiatives, such as the creation of cooperatives.
2. Through the Business Hub, develop a toolkit for managing their business, and encourage buy local campaigns, and the use of local creations in City ceremonies and gifts.
3. Share new models in social enterprise and earned revenue streams with arts and culture organizations.
4. Through the Business Hub, help to reduce red tape and provide further support in collaboration with the creative entrepreneur community.



# 4 STRATEGIC PRIORITY

## YOUTH AND FAMILY ARTS

**GOAL: YOUTH ARE ACTIVE AND INVOLVED IN THE ARTS IN MAPLE RIDGE, AS PARTICIPANTS AND PRODUCERS, AND FAMILY ARTS OPPORTUNITIES ABOUND.**

*Objective 4.1. To address barriers and develop mechanisms which will allow access for youth and children, and encourage family participation.*

### SUPPORTING ACTIONS:

1. Establish a local young people's arts and culture advisory group to advise on the implementation and development of this Strategic Priority.
2. Explore the possibilities of establishing a sustained and funded local program for arts engagement for young people across all art forms.
3. Work collaboratively with organizations in the area who provide services and programs to children and young people.
4. Align with and take direction from the Provincial Government's Youth Engagement Toolkit, and explore models of engagement for young people in challenging and complex situations.

5. Work with local School District partners to deliver arts and creative opportunities.
6. Expand arts, culture and heritage organizations to include, youth and family arts policies, programs and directions as part of their operating agreements with the City and through other mechanisms such as strategic plans.
7. Encourage local partners such as the Downtown Maple Ridge Business Improvement Association and others to create a youth-friendly atmosphere through services, events and businesses.
8. Support Youth in navigating policies and liability issues associated with youth-led arts and culture initiatives.



To create and develop ways to nurture and celebrate the ambition, enthusiasm and talent of local *children and youth in the arts*.

#### SUPPORTING ACTIONS:

1. Establish a cohort of “arts champions”: established artists, industry experts and ‘household names/influencers’ to promote the value of youth arts in the community.
2. With identified partners, explore the possibility of developing a youth employment and/or volunteering initiative to increase opportunities for young people to gain employment experience in the arts and creative industries.
3. Establish and promote a calendar of young people’s and family arts events to celebrate and showcase talent and encourage family and community support and engagement.
4. Explore the possibilities for establishing a City’s arts awards program for young people across all art forms.
5. Establish a Local Children and Young People’s arts conference every two years to share good practice with the arts and other related sectors.
6. Explore the feasibility of creating a mechanism for financial support to ensure that talented young artists can achieve regardless of financial status.
7. Work with potential partners such as key arts and culture organizations; youth and children’s organizations, and the



local School District; to develop and implement a Young Arts Ambassador's scheme to challenge perceptions of the arts and encourage peer engagement.

### *Objective 4.3. Increase Family Arts opportunities City-wide*

#### **SUPPORTING ACTIONS:**

1. Increase family arts and cultural programming at existing cultural venues and under-utilized venues – The ACT Arts Centre, Maple Ridge Museum, Library and Youth Centre.
2. Support the development of existing and new family events and programs in arts and culture, and sites and spaces such as:
  - The Haney Farmers' Market
  - Pop-Up hangouts (beanbag chairs, materials to create art)
  - Museum of Now and a Children's Museum
  - Family reading/puzzles/games night
  - Facilitate youth and families in capturing and expressing local storytelling and historical events.
  - Sites that highlight and gather family activities:
  - Movies in the Park

- Hot Summer Nights
- Laity Pumpkin Patch

### *Objective 4.4. Sustain a youth and family arts sector and initiatives by developing capacity in the community.*

#### **SUPPORTING ACTIONS:**

1. Identify ways of financially supporting youth and family arts programming and development, and involve local cultural leaders and businesses in funding opportunities.
2. Follow best practice and success models for youth and family arts initiatives and link with Youth Strategy implementation.
3. Increase digital literacy among arts and culture groups to explore how technology is being used and could be used to increase young people's engagement with the arts.
4. Share self evaluation frameworks for those delivering arts programs to youth; and offering family arts programs.
5. Develop an evaluation framework to assess progress and inform future development of this Strategic Direction and ensure that all art forms and heritage are included and represented in the implementation and development of this Strategic Direction.



# 5 STRATEGIC PRIORITY INDIGENOUS CULTURAL HERITAGE AND ARTS

**GOAL: THERE IS INCREASED UNDERSTANDING OF THE RICH CULTURAL HERITAGE OF THE KATZIE AND KWANTLEN PEOPLES, AND OPPORTUNITIES FOR INDIGENOUS CONTEMPORARY ARTS PRACTICE.**

*Objective 5.1 Ensure that Indigenous voices and stories are reflected in ongoing cultural planning.*

## SUPPORTING ACTIONS:

1. Support the participation of Kwantlen and Katzie representatives in cultural and heritage development on an annual basis.
2. Working in partnership, establish protocols between local First Nations and the City of Maple Ridge.
3. Ensure indigenous representation in the Cultural Leadership Roundtable forum.

4. Consider appointing an Indigenous Engagement liaison role within the City.
5. Identify ways to welcome urban Indigenous and Metis Peoples to community dialogues.



*Objective 5.2. 'Share and teach, and learn to walk together as one'. Build connections between the local Indigenous communities and the broader Maple Ridge community through art.*

**SUPPORTING ACTIONS:**

1. Support efforts to feature Indigenous artists to practice and sell their artwork; and provide arts and craft workshops (link to Creative Entrepreneurship), in partnership with organizations such as the Coast Salish Arts and Cultural Society.
2. Working with the Public Art Steering Committee, identify public art opportunities to illustrate traditional and contemporary connections, where appropriate.
3. Provide opportunities for the public to learn about reconciliation and the shared history of Indigenous Peoples through inclusive dialogue, celebration and performance, as well as creative placemaking installations and permanent displays in City Hall. Ensure grant-receiving organizations have identified ways to integrate Indigenous arts practice or cultural heritage into programming or project-based initiatives.
4. Link traditional ecological knowledge/Natural Heritage Keepers with community groups to foster a deeper understanding of place, the natural environment, flora and fauna.
5. Encourage connections to share knowledge of land and food (possibly tie to multicultural food/fusion festival).

6. Build ways to interact less formally and on a regular bases where possible and appropriate.

*Objective 5.3. Support efforts to reconnect and preserve language and place names.*

**SUPPORTING ACTIONS:**

1. Identify opportunities to integrate traditional and contemporary Indigenous culture, identity and language in community programming and planning.
2. Incorporate Indigenous Cultural, Intangible and Natural Heritage into cultural tourism planning and the animation of spaces and places.
3. Acknowledge heritage and significant sites. Reflect traditional place names, symbols and references to the Halkomelem language (and where appropriate, the North and South River Dialects) in signage in parks, trails and waterways.
4. Consider exploring a community mapping exercise or app development to record stories and share them with the broader community.
5. Collaborate with Indigenous artists on wayfinding (Link to Strategic Priority 2).

# 6 STRATEGIC PRIORITY

## MULTICULTURALISM AND SOCIAL INCLUSION

**GOAL: EVERYONE FEELS THEY CAN PARTICIPATE IN THE CULTURAL LIFE OF OUR CITY WHERE DIVERSITY IS WELCOMED.**

*Objective 6.1. Foster an understanding that community identity and wellness are enhanced and strengthened by diversity and inclusive participation.*

### SUPPORTING ACTIONS:

1. Facilitate continuing engagement and dialogue with the multicultural community; youth, seniors, new residents, immigrants, people with disabilities and the LGBTQ2S and gender diverse community.
2. Link to, and promote other initiatives, plans and programs both within the City and out in the community that share these objectives.
3. Use culture as a tool for community wellness and for opening

up dialogue and opportunities for marginalized communities through inclusivity initiatives (e.g. ticket access; free events and programs) with identified partners.

4. Work in partnership with relevant community organizations to create an accessibility checklist to minimize barriers to audiences and explore the possibility of a community Arts Cultural Accessibility Fund.
5. Encourage access and participation to arts and culture through transportation planning.

*Objective 6.2. Promote social change arts practices, and arts-based strategies for addressing matters of civic importance.*

### SUPPORTING ACTIONS:

1. Promote and/or fund workshops that help with training, advocacy and education in these areas.



2. Identify opportunities to address the community needs of equity, diversity, accessibility and social inclusion.

*Objective 6.3 Celebrate Maple Ridge's rich ethnic and cultural diversity, and heritage legacy through culinary-arts and music based festivals and events.*

**SUPPORTING ACTIONS:**

1. Provide funding and support for multicultural events such as Cultural Days and Fusion-like events.
2. Support and host events that use music and food to connect and promote social inclusion and diversity.
3. Encourage newcomers to learn about the cultural diversity of Maple Ridge and the City's unique heritage.

# GOING FORWARD

# WALKING TOGETHER

The 2017 Cultural Plan presents a ‘big picture’ overview of the Strategic Directions, Goals and Actions for the broader community. It encompasses a broad range of community assets and resources that help ensure its integration beyond simply the cultural community but instead involve business, tourism, parks and recreation, and social aspects of life in Maple Ridge to ensure a healthy creative ecosystem. As such, the identification of Lead Partners and Supporting Partners will form part of the Implementation Framework in recognizing that while the City has an active role in fostering connections, others in the community can play an important role in the Plan’s implementation. Lead Partners should in turn reflect their commitment and alignment to the plan in their own planning documents.

Walking Together is a ‘living document’ and will be supported by an updated annual implementation schedule and budget outlining:

- Priority Actions into recommended phases;
- Lead and Partner Roles; and the opportunity for further collaboration;
- Expected Outcomes and Benefit with success indicators as a way to monitor progress;

The Implementation Framework will be developed with the Cultural Planning Task Group and will provide a guide for the detailed tactical implementations. It will serve as a roadmap for the City’s decision-making and cultural investment over the next ten years. Integration with City plans, policy-directions and documents, both internal and external, should be a shared and integrated responsibility of City Staff.





## GOING FORWARD

# COMMUNICATIONS AND ONGOING ENGAGEMENT

Continuing to promote and widely share the elements of Walking Together is essential to achieving the goals and addressing the strategic directions of this plan. The 2017 Culture Plan denotes specific actions to further foster communication and collaboration among arts, culture and heritage groups and with other sectors. Communication and engagement opportunities to share the plan should include but are not limited to:

1. A launch event with community partners to build awareness around the plan and its directions.
2. A communications strategy outlining updates, announcements and articles to local media and the public, including leveraging social media sources among partner

groups.

3. Releasing updates through the Cultural Connections Newsletter and other distribution lists.
4. Linking with community events throughout the calendar year to carry out creative engagement activities related to the plan.
5. Hosting Cultural Leadership Roundtable meetings and an Annual Cultural Forum.

# ACKNOWLEDGEMENTS

The arts and creativity are vital components of a well-rounded and fulfilling life. Walking Together weaves a path across the community and impacts health, well-being and fulfillment of Maple Ridge’s residents and visitors.

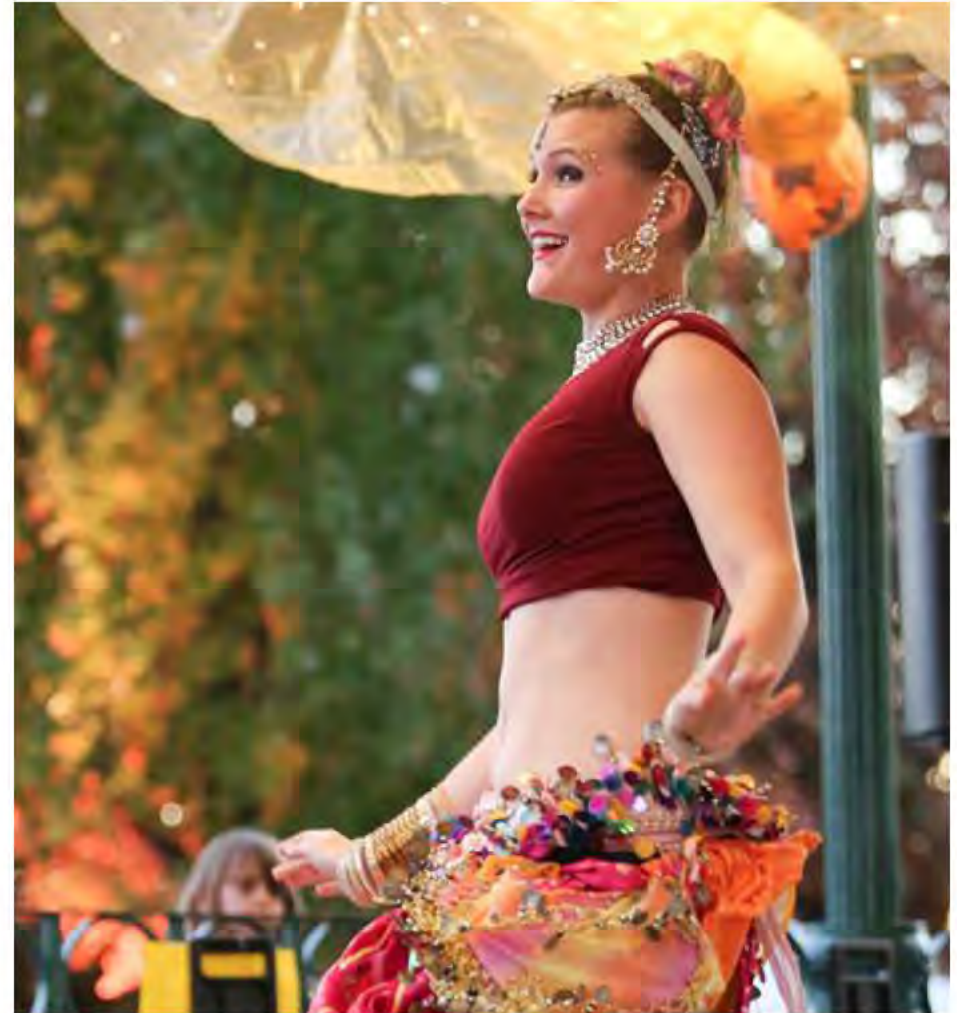
The creation of the plan has been a truly community-wide endeavour with many enthusiastic and knowledgeable participants. A sincere thanks to all community members who attended sessions and contributed to the making of this plan, including the leadership of City Council and Staff, and the Cultural Plan Task Group Members.

**THANK YOU TO MAYOR NICOLE READ AND MEMBERS OF CITY COUNCIL:** Corisa Bell, Kiersten Duncan, Bob Masse, Gordy Robson, Tyler Shymkiw, and Craig Speirs.

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**CONSULTANT TEAM:** Patricia Huntsman, Lead Consultant, Patricia Huntsman Culture + Communication; Carly Frey, Managing Director, Nordicity West; Julia Hulbert, Associate, Patricia Huntsman Culture + Communication; and Chad Rickaby, Research Analyst, Nordicity

# REFERENCES

## THE FOLLOWING SOURCES WERE CONSIDERED AND/OR CITED IN PREPARATION OF THE CULTURAL PLAN:

- City of Maple Ridge Official Community Plan (2013)
- City of Maple Ridge Corporate Strategic Plan (2007)
- City of Maple Ridge Tourism Strategy (2017)
- City of Maple Ridge Cultural Plan (1997)
- City of Maple Ridge Cultural Facilities Rental Grant Program (2016)
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# APPENDICES

CITY OF MAPLE RIDGE | CULTURAL PLAN UPDATE

# APPENDIX A

# GLOSSARY

# OF TERMS

**ARTS:** Includes all genres within the following disciplines (list is not exhaustive and genres or disciplines may be combined):

- Visual (2 and 3 dimensional/performance/fine or artisanal craft/site-specific or temporary installation)
- Performance (music/dance/theatre/spoken word/improvisation)
- Literary (poetry/prose/storytelling)
- Design (fashion/graphic/industrial/interior)
- Media/New Media (film/video/interactive media)

**ARTS POLICY:** A consolidated statement of vision, purpose, goals, objectives, scope, and roles with attendant analysis, recommended actions, and implementation strategies for the description and development of arts activity, production, service, and related resources.

**ARTS SERVICE(S):** Includes organizations that serve artists and arts organizations that produce and/or present art and community arts councils.

**COMMUNITY PUBLIC ART:** Art produced by artists collaborating with communities, which responds to neighbourhood needs, aspirations, or some other community issues.

**CREATIVE COMMUNITY:** Communities where local government considers urban investment in culture and creativity significant to prosperity and quality of life. These are municipalities where creative and cultural activity is considered important to the community's quality of place, and to help reclaim and revitalize neighbourhoods. In creative communities, local government enables more innovative thinking and problem solving across all departments and sectors of the economy to shape a community's identity in the face of increasing competition for talent, investment, and recognition. Creative and cultural activity is supported as a powerful vehicle for community development and engagement, providing opportunities for economically disadvantaged neighbourhoods and social groups. These communities represent a new generation and an evolving model for community planning and culture.

**CREATIVE ECONOMY:** The creative economy is an economy driven by ideas, innovation, knowledge, diversity, collaboration, and creativity. It encompasses the creative industries in which ideas and intellectual property produce value and generate wealth. It represents an aggregation of a complex collection of industrial and creative service sectors including design, media, advertising, film, music, performing

arts, publishing, and interactive software development.

**CULTURE:** The arts, multiculturalism, and heritage resources and activities as practiced and preserved in a community. These practices reflect the beliefs, experiences, and creative aspirations of people in a specific geographic and/or political area.

**CULTURAL DEVELOPMENT:** A process that supports and facilitates cultural resource development and includes skilled creators, artists, and craftspeople as transmitters of aesthetic expression, ideas, aspirations, and values in relation to the sociological, economic, environmental, and creative aspects of their communities.

**CULTURAL MAPPING:** Cultural mapping (or scanning) is a systematic approach to identifying and recording both tangible (physical or quantitative) and intangible (expressive or qualitative) cultural assets and is a defining characteristic of municipal cultural planning. Cultural resource mapping is built on a consistent set of categories that capture baseline data of the tangible cultural assets in a community within a specific set of categories or Cultural Resource Framework. Cultural identity mapping deals with the intangible assets that define a community's identity, memories, visions, and values.

**CULTURAL ROUND TABLE:** A strategic leadership group with members drawn from the six pillars of the community for the purposes of implementing municipal cultural plans and identifying ongoing cultural planning. Most Cultural Round Tables established for this purpose include members of Council, municipal staff, representatives of the creative and cultural sectors and the business

community, important community agencies such as the United Way and Community Foundations, and educational institutions.

**CULTURAL TOURISM:** Cultural resources are integrated as part of tourism initiatives to build tourism strength and competitiveness in the market. Cultural resources are developed to meet the needs and interests of travelers whose main motivation for travel are experiences in the performing arts, visual arts and crafts, museums and cultural centres, historic sites and interpretive centres, cultural industries, and cultural events.

**CULTURAL VITALITY:** The evidence of what makes a community exceptional or remarkable through creating, disseminating, validating, and supporting cultural activities and expression as a dimension of everyday life in communities. Cultural vitality is dependent on the protection and advancement of cultural resources to facilitate and continue cultural engagement.

**DIVERSITY AND INCLUSION:** Diversity means all the ways we differ as individuals. It includes visible differences such as age, gender, ethnicity, and physical appearance, and underlying differences such as thought styles, religion, nationality, socioeconomic status, belief systems, sexual orientation, and education. It means respecting, valuing, and harnessing the richness of ideas, backgrounds, and perspectives that are unique to each individual (i.e. a new worldwide source of creativity). Inclusion means an environment where everyone contributes his or her skills and talents for the benefit of the community. The aim is to create a community in which individuals are involved, supported, respected, and connected.

**FESTIVAL:** A special event designed to present and celebrate—through public access, productions, or services, an arts discipline(s). It is often multi-faceted and occurs during a brief period of time, often annually and usually in a reasonably contained area (indoors and/or outdoors).

**HERITAGE:** Heritage resources include artifacts and architecture, historic and prehistoric resources, and archival and interpretive material and activity. Significant objects and structures are protected by legislation distinguishing between items that are merely old and those deemed valuable according to notable public aesthetic, educational, and social significance.

**INTANGIBLE CULTURAL HERITAGE:** This cultural resource includes: practices, expressions, knowledge, skills, objects, artifacts and cultural landmarks, spaces and places that a community or individual associates with as part of their culture.

**INTERCULTURALISM:** Support for cross-cultural dialogue.

**MULTICULTURALISM:** Respects all cultural and/or racial groups in a society equally, affording all the same rights and opportunities.

**PRODUCTION, PERFORMANCE AND EXHIBITION:** Production refers to a particular play or dance piece. Performances refers to the number of times a piece is performed in public. Exhibition refers to a particular visual art show.

**SOCIAL INCLUSION:** Is the act of making all groups of people within a society feel valued and important.

**SOCIAL INNOVATION:** Is a tool to improve social relations and tackle social problems while meeting social needs.

**SOCIAL PROCUREMENT:** Often referred to as social purchasing, seeks to further leverage purchasing (for government, private sector, institutions and nonprofits) to achieve broad societal goals, increasing equality and diversity, while contributing to improved community wellbeing through the blending of cultural, social, environmental and economic considerations in the procurement process.

APPENDIX B

# CONTEXT MAP

# Maple Ridge Cultural Plan CONTEXT MAP

## TRENDS

- Influx of young families & immigrants
- Aging population/increase of retirees
- Young people downtown
- Homelessness and loss of empathy
- Artisan movement
- Bedroom community x2
- More digital communication (pros & cons - cell towers)
- Growth of community (population)
- Disconnect on processes & decision making/ Lack of community awareness
- Valuing diversity and gender identity
- More downtown core development
- Creates awareness of interest, variety
- Integration of various community plans
- 75% commuters, Evergreen Line
- Lack of walkability/low levels of active living
- Distrust of media and governments.
- Access to nature and pop up parks

## TECHNOLOGY FACTORS

- Need for fibre optic expansion
- Proactive networking opportunities
- Acknowledgment of online engagement
- Changing nature of employment/workplace
- Social media
- Become a technology hub
- Ability to work from home

## POLITICAL FACTORS

- Increased taxes
- Cultural supportive Council
- Election cycle
- Unpredictable
- Transparent
- Culture-supportive gov'ts
- Lack of political leadership at all levels of government
- Extreme/Populist movements

## COMMUNITY NEEDS

- Address homelessness & mental health
- Need to capitalize on tourists (drive-through community)
- Better promotion of benefits of Maple Ridge
- Integration of new residents into community
- Professional local artists acknowledgment & getting paid
- Information delivery: "googleized", "being at home" entertainment capacity"
- Post-secondary opportunities x2
- Conference hotel facilities
- Local source foods/foods culture x2
- Shopping/dining - Different needs for different residents
- Ability to raise awareness and support from community
- Lack of low barrier shelters/treatment centres
- More public gathering spaces
- Need for accessible, quality festivals/ events for families
- Repositioning volunteerism (I'm an asset to my community)

## ECONOMIC CLIMATE

- High real estate
- Employment alternatives for community
- Small business tax base
- Growth
- Economic development/local jobs
- Create employment opportunities - reduce commuting away
- Challenged transition from rural to urban
- Poverty
- Affordable housing

## TRENDS

- People want services-high expectations & low taxes
- Green areas disappearing - human built encroachments
- Lots of part time jobs and seasonal/sporadic v. full time & development of local jobs
- Lack of amenities/at home entertainment
  - Small town mentality still
  - Nostalgia / nesting
  - Global connectivity
  - Housing Costs
  - Isolation - lack of community awareness
  - Education? More students going to university
  - First Nations recognition and reconciliation x4

## UNCERTAINTIES

- Municipal election in 1 yr.
- Anxiety about of US political direction
- Trade agreements & alliances
- Political unpredictability
- Digital change?
- Transportation - West Coast Express do not service arts community
- Changing environment x2
- Mortgage rates
- Widening gap of Haves vs Have Nots

Prepared by Patricia Huntsman Culture + Communication.

# APPENDIX B

# SWOT MATRIX

# Maple Ridge Cultural Plan SWOT MATRIX



APPENDIX C

# SUMMARY OF ENGAGEMENT FINDINGS

# EXTERNAL ENGAGEMENT SUMMARY

## ENGAGEMENT EVENTS

<b>DATE</b>	<b>EVENT</b>	<b>ATTENDEES</b>
Mar 26-27	Easter Event, Golden Ears Cheese Crafters	250
April 29	National Volunteer Week Event, Valley Fair Mall	200
April 22	Earth Day Event, Memorial Peace Park	500
May 1-June 13	Public Display, Maple Ridge Library	1000
May 6	Haney Farmers Market Opening, Memorial Peace Park	500
May 7	Kasandra Flamenco Performance, ACT Arts Centre	350
May 13	Foundation Recognition, Maple Ridge Community Foundation	400
May 13-14	Art Studio Tour, Various locations	400
May 26	Commuters Event, West Coast Express Station	150
June 4	Culture Walk, Kanaka Creek and Cliff Park	120
June 12	Haney Farmers Market, Memorial Peace Park	400

# MY FAVOURITE CULTURAL ACTIVITIES, ATTRACTIONS AND TOURIST DESTINATIONS IN MAPLE RIDGE ARE...

## VENUES / LOCATIONS / ORGANIZATIONS

- The Library x 5 (Maple Ridge branch of the Fraser Valley Regional Library)
- The ACT Arts Centre x 5
- Haney House
- The museum
- Laity Pumpkin Patch x 2 (local family farm, long time area residents, operate seasonal activities including a pumpkin patch in the fall)
- Cheesecrafters x 2 (local family owned, cheese makers, feature special events throughout the year)

## EVENTS

- The Farmer's Market x 9
- The Caribbean Festival x 4/ Festivals x 2/ Festivals in Memorial Peace Park

- Plays x 2/ Theatre shows x 2
- Music concerts
- Sunday jams at Dartford and Billy (music jams at local pubs – Dartfords Public House, Billy Miner Pub)
- Wednesday jazz night at Chameleon Café
- Chamber music at Mrs Elkelenbooms - 6 concerts a year
- Dramas

## ACTIVITIES

- Hiking x 8
- Meditation x 3
- Fishing x 2
- Camping
- Yoga
- Music
- Dance
- Storytelling
- Learning about history
- Going outside and having fun with my friends
- Unique shopping (local vendors)

- Cycling
- Swimming
- Tubing
- Bird watching

## **PARKS AND REC PROGRAMS**

- Canoeing
- Natural Assets
- Golden Ears Provincial Park x 4
- Kanaka Creek Regional Park x 3
- Dykes x 2
- Alouette Lake
- Cliff Park x 2
- Hiking trails
- Natural habitats

# **I WOULD ALSO LIKE TO SEE MAPLE RIDGE HAVE...IN CULTURE AND TOURISM**

## **VENUES / LOCATIONS / ORGANIZATIONS:**

- A small community theatre x 2
- Live theatre, more touring shows from the Playhouse, etc.
- Larger concert and theatre venue
- A museum x 2 (a 'real' museum; a modern museum; a museum downtown; improved youth activities at the MR Museum; a place to study history)
- New infrastructure to replace aging facilities - including cultural spaces and new pool/ Family friendly aquatic centre.

## **COMMUNITY EVENTS AND ACTIVITIES**

- Art displays / more places with art/ public art
- More events / festivals/ bigger festivals/ food and drink festivals/ street festivals)
- Art walk evening in the summer in the downtown
- Live theatre. More touring shows – from Playhouse, etc.

- Ping pong tables

## COMMUNITY EVENTS AND ACTIVITIES

- Community engaged arts
- Artists residencies
- Art shows
- Family-friendly values and activities
- More spaces to meet and talk.
- Better shopping
- Needs more culture and community for residents.

## I WOULD LIKE MAPLE RIDGE TO BE KNOWN FOR... TOP ANSWERS

- Safe and inclusive community
- Natural assets and healthy outdoor lifestyle
- Small shop spaces near every development/ more shops/ local
- Green spaces in urban places/ gathering places/inclusive environments, beautiful parks.

- Embracing history of agriculture/farming and rural living
- Better transportation, revitalized and active core
- Liveability, arts, culture, good restaurants, good live music, festivals and events

## I WOULD LIKE MAPLE RIDGE TO BE KNOWN FOR...

- Community Culture
- Kind, giving people x 2/ Friendly people
- Inclusivity, openness
- Support and inclusion of homeless and low-income people
- Multiculturalism x 2
- Supporting its vulnerable citizens
- Youth focus group
- No poverty/Helping homeless people
- Being an affordable big city surrounded with nature
- Arts and culture/Vibrant arts and culture
- Historical tourism
- Families and Arts & Culture
- Supporting Arts in community through collaboration with stakeholders

- A healthy place for creativity.
- EVENTS!
- Thriving small business / sustainability/self sufficiency
- Internal Engagement Summary

## **WHAT IS YOUR SECTION/ DEPARTMENT'S ROLE AND HOW TO YOU INDIVIDUALLY INTERACT WITH THE CULTURE TEAM (W/IN PRC)?**

- Creating strong connections with development and planning
- Working on alignment
- Volunteering

- creating/branding
- Public Arts projects
- Festivals
- Tourism
- Council committee work
- Facilitating inter-department connections
- Heritage sites
- Oversee Arts Centre Theatre
- Oversee grass roots Arts & Culture development

## **WHAT ARE THE KEY STRENGTHS OF THE CULTURAL SERVICES DELIVERY?**

- Dedicated people
- Good communicators, well invested
- Strong community engagement
- Strong grass roots foundation, passion
- Very knowledgeable, talented, professional

## WHAT DO YOU THINK ARE THE OPPORTUNITIES? WHAT WOULD YOU LIKE TO SEE DEVELOPED OVER THE NEXT TEN YEARS?

**A community forum** - engaging and draws people in to help create the vision of who we are.

## WHAT ARE THE KEY GAPS IN THE CITY'S OVERALL CULTURAL SERVICE DELIVERY?

- Engaging new people and new ideas
- Lack of awareness of how to pull in more people (younger generation)
- Need local connective resources such as local radio station, or TV station (no forum)
- High sense of ownership of old ideas
- Generational gap of thinking

- No strong vision of who we are

## WHAT PROCESSES, POLICIES, BYLAWS GET IN THE WAY/SEEM OUTDATED WITH THE WORK YOU DO RELATED TO ARTS, CULTURE AND HERITAGE?

- Streamlining processes
- Resources
- Audits
- More resources in Arts & Culture development
- Festivals - streamlined processes
- Bylaws challenged, traffic control, engineering, bureaucracies
- Fear of unknown
- So many rules e.g. sidewalk

- Perception of risk - litigation etc. risk v. benefit
- Limited and different understanding
- Lack of cultural awareness - not seeing benefit
- Red tape - not understanding of benefits
- Elitist, expensive not accessible, negative
- Better awareness of the public

## WHEN YOU ARE INTERACTING WITH THE PUBLIC WHAT ARE THE MAIN ISSUES YOU HEAR RELATED TO ARTS AND CULTURE?

- Lack of understanding of cultural value
- Limited understanding of culture and what it is
- What is it? What is the cost?

- Lack of understanding and appreciation of benefits (value of culture)
- Connect it with what we don't have
- Compare to other cities
- Expensive (Rent @ ACT)

## WHEN YOU ARE INTERACTING WITH THE PUBLIC WHAT ARE THE MAIN ISSUES YOU HEAR RELATED TO ARTS AND CULTURE?

- Conflicting priorities
- Why are you spending money on this? Conflicting values either/or/and
- Doing stuff for years, not aware that it is cultural
- Neighbourhoods

- Does the community understand culture?
- Elitist, expensive, not accessible - negative
- Better awareness of the public

## WHAT GOALS SHOULD WE WORK TOWARDS? WHAT STRATEGIES MIGHT HELP?

- Education
- Identification - what is valued in terms of cultural resources
- Education re: value benefits
- Relate benefits to individual
- Identify - connect with Maple Ridge identity
- Creativity, awareness and understanding
- History of community
- Involve children and youth

- People - figurative representations statues
- Interactive art
- Growing understanding - emerging all departments

## WHAT, IF ANYTHING, WOULD YOU LIKE TO SEE CHANGED?

- City to provide expectations---new ideas/evolve
- Bring groups together cohesively
- Improve delivery of events, Nov-Apr limited number of events
- Bring events back downtown, offer incentives
- Cost is a barrier, value artist by paying them/busker program

## WHAT ARE YOUR ASPIRATIONS FOR ARTS AND CULTURE IN MAPLE RIDGE?

- Something happening every week, create, listen, variety of mediums
- Funding to focus of art/music to silence the hate
- Artists; big names and small names, small venues, intimate gatherings bring more people

## WHAT SHOULD BE THE ROLE OF THE CITY IN CULTURAL DEVELOPMENT?

- Encourage collaboration
- Support financial
- Leadership role
- We own facilities, have budget, long-term planning

- Ability to connect with a variety of groups

## DO YOU HAVE ANY BIG IDEAS YOU WOULD LIKE TO SHARE?

- More public space that supports it (indoor and outdoor)
- All times of the day
- Animate downtown space Friday/Saturday/Sunday evenings
- Eliminate red tape. Bring out the red carpet
- Reasons why we can (not reasons why we can't)
- Approach it like you want it to happen

**Board of Directors**

Sharen Sandhu  
*President*

Loretta Griffin-Jarvis  
*Vice President*

Christine Abercrombie  
*Treasurer*

Sarah Thompson  
*Secretary*

Lesley Cameron  
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Karl Doering  
Justine Marchand  
Myriah McGill  
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Duncan Stefurak  
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Shadoe Reisler  
*Technical Director*

**TO:** City of Maple Ridge Mayor & Council  
**FROM:** The Maple Ridge and Pitt Meadows Arts Council  
**RE:** Operation of The ACT Arts Centre

The Maple Ridge and Pitt Meadows Arts Council was instrumental in the establishment of The ACT Arts Centre. In fact, it is safe to say that 20 years of lobbying by this volunteer group led to the construction of a much-needed arts centre in the heart of our downtown. Since 2003, The Arts Council has been engaged in programming and operating the ACT.

The City has negotiated a well-functioning operating agreement for over 20 years, thus providing a wide range of arts activities for the citizens of Maple Ridge, and the Arts Council has consistently fulfilled its responsibility to operate the centre and provide programming, even during the COVID-19 years.

The most recent operating agreements terminated on December 31, 2023, and City staff delayed discussions on a new agreement for over a year. The Board finds the agreements recently presented by the City, which contains an "or else" clause, unacceptable. Discussions have thus come to an impasse.

The Arts Council is concerned not only about the communication difficulties, but also about the immense responsibility of safely operating an older facility. We have concluded that we can no longer operate The ACT under the terms of past and currently proposed agreements and seek a new way forward for the Centre.

We respectfully request that Council direct City administration to engage an independent theatre operations specialist consultant to conduct a feasibility analysis of best operational models for similar theatres offering similar services, including municipal management and operation, to ensure sustainability for both the facility and programs at The ACT.

We note that other cities, including Burnaby and New Westminster, are engaged in similar work.

We look forward to making this request as part of our regular annual update to Council. Please advise us of the next possible date for a presentation.

Most Sincerely,

Sharen Sandhu  
President, Board of Directors

Curtis Pendleton  
Artistic and Executive Director

Handwritten signature of Sharen Sandhu in blue ink.Handwritten signature of Curtis Pendleton in blue ink.



**CLOSED COUNCIL  
MEETING MINUTES**

**July 15, 2025, 9:00 a.m.  
Council Chambers  
City Hall, 11995 Haney Place**

Council Present: Mayor D. Ruimy  
Councillor K. Carreras  
Councillor O. Dozie

Councillor J. Dueck  
Councillor S. Schiller  
Councillor J. Tan

Absent: Councillor A. Yousef

Staff Present: S. Hartman Chief Administrative Officer  
W. Oleschak, Acting Chief Operating Officer  
C. Howes, Deputy Corporate Officer  
C. Bevacqua, Clerk 3  
R. Miller, Manager of Engineering Design and Construction  
D. Denton, Manager of Properties  
P. Purewal, Senior Manager of Communications  
C. Martin, Director of Recreation Services  
K. Anastasiadis, Manager, Intergovernmental Affairs

M. Adams, Director of Bylaw, Licensing and Community Safety  
A. Gander, Superintendent, OIC  
Z. Lifshiz, Director, Strategic Development, Communications & Public Engagement  
C. Nolan, Deputy Director of Finance  
M. Lewis, Chief Human Resources Manager  
J. Stiver, Director of Planning and Building  
V. Richmond, Director of Parks and Facilities  
J. Dingwall, Manager of Utility Engineering  
R. Brummer, Manager of Arts, Culture and Events

---

**1. CALL TO ORDER**

The meeting was called to order at 9:04 am

**2. APPROVAL OF AGENDA**

Closed Council Meeting Agenda - July 15, 2025

**R/2025-C-92**

**Moved by:** Councillor Dozie

**Seconded by:** Councillor Carreras

THAT the July 15, 2025, Closed Council Meeting Agenda be approved as circulated.

**CARRIED**

**3. ADOPTION OF MINUTES**

Closed Council Meeting Minutes - July 8, 2025

**R/2025-C-93**

**Moved by:** Councillor Carreras

**Seconded by:** Councillor Dozie

THAT the July 8, 2025, Closed Council Meeting Minutes be adopted as circulated.

**CARRIED**

**4. UNFINISHED BUSINESS**

**5. NEW BUSINESS**

**5.1** S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted content for item 5.1]

\*\*\*\*\*  
The meeting was recessed at 10:48 am and reconvened at 12:03 pm  
\*\*\*\*\*

**5.2** S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted content for item 5.2]

S. 12, S. 13, of  
FIPPA, and S.  
90(1) of  
Community  
Charter

[Redacted]

[Redacted]

[Redacted]

**5.3 Maple Ridge Arts, Culture, Events and Heritage Review**

*\*consideration pursuant to section 90(1)(e) and 90(1)(l)*

Presentation by Patricia Huntsman

**R/2025-C-97**

**Moved by:** Councillor Carreras

**Seconded by:** Councillor Schiller

THAT Patricia Huntsman be authorized to attend the Closed Council meeting of July 15, 2025.

Absent (1): Councillor Yousef

**CARRIED**

**5.4 Communication Plan for Letter to Mayor and Council from the Maple Ridge Pitt Meadows Arts Council**

*\*consideration pursuant to section 90(1)(e) and 90(1)(l)*

**R/2025-C-98**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Dozie

THAT Council direct staff to respond to the letter dated June 24, 2025 acknowledging receipt of the letter and advising the City is considering its next step.

Absent (1): Councillor Yousef

**CARRIED**

\*\*\*\*\*  
Councillor J. Tan left the meeting at 2:57 pm S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter  
Councillor K. Carreras left the meeting at 3:06 pm.  
\*\*\*\*\*

**5.5** S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted text block]

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter  
[Redacted text block]

**5.6** S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted text block]

\*\*\*\*\*  
Councillor J. Tan joined the meeting at 4:16 pm.  
Councillor K. Carreras joined the meeting at 4:34 pm.  
\*\*\*\*\*

- 6. INFORMATION ITEMS**
- 7. ITEMS TO BE RELEASED FROM CLOSED STATUS**
- 8. ADJOURNMENT**

5:09 pm

---

D. Ruimy, Mayor

---

C. Howes, Deputy Corporate Officer

## Communication Plan for Letter to Mayor and Council from the Maple Ridge Pitt Meadows Arts Council

**Recommendation:**

**THAT Council direct staff to respond to the letter dated June 24, 2025 acknowledging receipt of the letter and advising the City is considering its next step.**

**Report Purpose and Summary Statement:**

Staff had prepared a letter in response to the Maple Ridge Pitt Meadows Arts Council letter received by Mayor and Council on June 24, 2025, however, since the issuance of their public email of July 11, 2025, the response is no longer appropriate.

Staff are seeking Council direction to respond acknowledging receipt of the letter and to advise the City is considering its options moving forward.

**Strategic Alignment:**

Engaged, Healthy Community;

To: Mayor and Council

File number: 01-0560-01-2025

## **Communication Plan for Letter to Mayor and Council from the Maple Ridge Pitt Meadows Arts Council**

### **BACKGROUND:**

On Tuesday, June 24, 2025, at 3:56pm Mayor and Council and select City staff received a letter from the Maple Ridge Pitt Meadows Arts Council (MRPMAC) that stated in part “we have concluded that we can no longer operate The ACT” and requested that the City engage an independent theatre operations specialist consultant to conduct a feasibility analysis of best operational models for similar theatres offering similar services, including municipal management and operation.

Additionally, on Thursday, July 11, 2025, staff became aware that the MRPMAC sent an email to its mailing list, believed to consist of approximately 20,000 email addresses, titled “Setting the Record Straight: Clarifications on the ACT Arts Centre’s Operations.

### **ANALYSIS:**

#### **Discussion:**

While staff continue to evaluate possible next steps, it is recommended a response be sent to MRPMAC acknowledging receipt of the June 24, 2025 letter and to advise the City is considering its next steps.

The MRPMAC, in its June 24, 2025 letter also requested an opportunity to present to Council. It is suggested that the response letter also advise that Council will receive the presentation in the Fall of 2025 and that they are to contact staff to arrange a date and time.

#### **Strategic Alignment:**

Engaged, Healthy Community

### **CONCLUSION:**

Staff will prepare a letter for response to the MRPMAC June 24, 2025 letter acknowledging receipt and advising the City is considering its next steps moving forward.

---

Prepared by: Cidalia Martin, Director of Recreation Services

**Attachments:**

- (A) June 24, 2025, Letter from Maple Ridge Pitt Meadows Art Council to City of Maple Ridge Mayor and Council
- (B) July 10, 2025 email from Maple Ridge Pitt Meadows Art Council to its membership

## Report Approval Details

Document Title:	Communication Plan for the Letter from the Maple Ridge Pitt Meadows Art Council.docx
Attachments:	- Letter to CoMR Mayor and Council - June 24 2025.pdf - MRPMAC July 10 Email.docx
Final Approval Date:	Jul 14, 2025

This report and all of its attachments were approved and signed as outlined below:

Cidalia Martin, Director of Recreation Services

Carolyn Mushata, Director of Legislative Services and Corporate Officer

Scott Hartman, Chief Administrative Officer

**Board of Directors**

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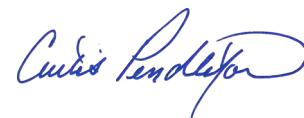
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Most Sincerely,

Sharen Sandhu  
President, Board of Directors

A blue ink signature of Sharen Sandhu.

Curtis Pendleton  
Artistic and Executive Director

A blue ink signature of Curtis Pendleton.

## July 10, 2025 Email to Maple Ridge Pitt Meadows Arts Council Membership

Dear,

We promised to keep you informed on developments with Arts Council's operation of The ACT Arts Centre and deeply appreciate your continued attention and advocacy as we work tirelessly towards Equity for The ACT with City Council.

In response to [recent claims made on the City of Maple Ridge's website](#), the **Maple Ridge and Pitt Meadows Arts Council** is providing **corrections, context, and facts.**

Please use any of the facts below to continue to lobby City Council.

### This Much Is True...

*"The ACT Arts Centre is a City-owned facility operated by the Maple Ridge and Pitt Meadows Arts Council under an agreement with the City of Maple Ridge."*

### The City Claims It's Been Collaborative. The Arts Council Strongly Disagrees.

*"The City of Maple Ridge has made significant efforts to collaborate with the Arts Council's Board to establish a new operating agreement that ensures continued access to arts programming at this valued community facility. We are disappointed that the Arts Council has declined to sign the agreement."*

### The Facts & Why We Can't Agree:

- Proposed agreements **shift cost and risk onto the Arts Council** without **corresponding funding**.
- The City **added last-minute changes** to the draft agreement, including shifting **major costs** and giving only **45 days to sign — or lose retroactive funding**.

**This is pressure, not partnership.**

### Lack of Transparency Undermines Trust

*The City claims: “The new agreement aims to improve transparency and reporting.” It claims the Arts Council has not detailed how funds are spent.*

#### **The Facts:**

- The Arts Council provides **detailed, audited financial statements** and **annual usage reports** — all publicly available at [theactmapleridge.org/annual-reports](https://theactmapleridge.org/annual-reports).
- As a **registered charity**, it also reports to **provincial and federal governments** and the **Arts Council’s financials are itemized on the CRA charities website**.
- On **February 10, 2025**, the Arts Council asked the City for clarification on what additional financial information was being requested. No response was received.

**What Has Not Been Transparent and undermines trust :**

- The City **refused to share the latest facility assessment** of the **condition of The ACT** — which impacts the Arts Council’s responsibilities — **despite repeated requests.**
- The Arts Council was **forced to file a Freedom of Information request** (a **four-month process** with **significant legal costs**) in order to access it.
- The assessment revealed **serious safety issues** which had gone **unaddressed for nearly a year.**
- **Repairs only began** after the Arts Council **threatened to close the building** unless the City **accepted legal responsibility.**

The Arts Council is **committed to transparency** and is again asking for **expert involvement** to ensure **informed oversight.**

### The Proposed Agreement Contains No Guarantees

***What the Proposed Agreement Says:** “The obligation of the City to pay the **Operating Funds** in any year is subject to the establishment of the City’s **annual budget** and **approval by Council.**”*

### The Facts of what It Really Says:

- In the proposed agreements, the City can **reduce or eliminate funding** to The ACT at any time. They only ‘promise’ to give the Arts Council **“advance notice.”**

The Arts Council believes The ACT deserves a **long-term funding and operational plan**.

### What the Arts Council Actually Asked For

*The City of Maple Ridge states: “**The Arts Council is requesting a significant funding increase**, which requires due process and consideration as part of the City’s financial planning process, as this would impact taxpayers.”*

### The Facts:

- The Arts Council hasn’t asked for a **specific funding amount**, but for the City to **gradually increase its share of operating and maintenance costs over 5–7 years**.
- Currently, the City covers **less than 30%** of the **total cost** of running The ACT.
- The City has offered only a **minimal annual increase**, which suggests there is **no long-term financial plan** to support The ACT’s operations. The Arts Council is expected to take on **additional costs without added support**.

Because of this, the Arts Council is asking City Council to bring in **outside experts** to find **realistic, long-term solutions** — and to understand their true cost.

**Without a resolution guided by expert insight into theatre operations, the risk of program cuts increases.**

**The City claims:** "Currently, there are no expected changes to programs or services while this issue is addressed."

**The Facts:**

- The City has **not discussed potential impacts** with the Arts Council if the agreement remains **unsettled**.

**Without adequate long-term support, the Arts Council may have no choice but to cut budgets** by prioritizing higher revenue rentals (**resulting in less access for community groups**), **reducing or eliminating free programs, increasing fees, and cutting programs.**

**City's Priorities Questioned: While City Spending Grows and Grows, The ACT Waits for Sustainable Support**

**The City claims:** They invest "enough" in the arts through support for Public Art, Artists in Residence, Festivals & Events, Albion Community Centre programs, and ongoing Heritage Programming at the Maple Ridge Museum — while underfunding the primary arts and cultural infrastructure of The ACT.

**The Facts:**

- The City recently approved **\$350,000 for a one-time event** and has increased their **staff wages and salaries by 54%** in the past four years.
- The CoMR has reported **increasing annual surpluses, the 2024 surplus of \$75,979,466 is an increase of 126% over 2021.**

- People deserve to know how **The ACT fits** into the City's **budget plans**.
- The City hasn't responded to the Arts Council's request for a **third-party study** or an **opportunity to speak** to Council.

## The ACT's Legacy and Fight for a Fair Future

The ACT Arts Centre exists today because the Arts Council worked hard for **20 years** to create it for the community. It is Maple Ridge's **second most-used facility** — serving **tens of thousands** annually, supporting **artists** and **local groups**, and offering **scholarships to youth**.

Building on this **legacy**, the Arts Council will continue fighting for a **fair, informed, and lasting future** for this **vital community resource**.

**Help support a sustainable future for The ACT by downloading the [Advocacy Toolkit](#)** and continuing to advocate for Equity for The ACT.



**CLOSED COUNCIL  
MEETING MINUTES**

**July 29, 2025, 1:00 p.m.  
Council Chambers  
City Hall, 11995 Haney Place**

Council Present: Mayor D. Ruimy  
Councillor K. Carreras  
Councillor O. Dozie

Councillor J. Dueck  
Councillor S. Schiller  
Councillor J. Tan

Absent: Councillor A. Yousef

Staff Present: S. Hartman Chief Administrative Officer  
W. Oleschak, Acting Chief Operating Officer  
C. Mushata, Director of Legislative Services  
T. Thompson, Director of Finance  
V. Richmond, Director of Parks and Facilities  
D. Samson, Interim Fire Chief  
S. Faltas, Director of Engineering  
M. Lewis, Director of Human Resources  
C. Martin, Director of Recreation Services  
J. Stiver, Director of Planning & Budling  
P. Purewal, Senior Manager, Communications & Public Engagement  
S. Lohnes, Confidential Assistant  
R. Miller, Manager of Engineering Design & Construction  
M. Halpin, Manager of Transportation  
K. Anastasiadis, Manager, Intergovernmental Affairs  
Z. Lifshiz, Director, Strategic Development, Communications & Public Engagement  
C. Nolan, Deputy Director of Finance  
H. Nadvi, Deputy Director of Planning & Building  
R. Brummer, Manager of Arts, Culture & Events  
C. Ulrich, Human Resources Manager, Total Rewards  
M. Adams, Director of Bylaw, Licensing & Community Safety  
N. Woods, Executive Assistant to the Deputy Chief Administrative Officer  
A. Vally, Associate Manager of Administration  
A. Mustafa, Senior Project Engineer  
A. Torres, Senior Project Engineer

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**1. CALL TO ORDER**

Call to order at 1:09

**2. APPROVAL OF AGENDA**

Closed Council Meeting Agenda - July 29, 2025

**R/2025-C-109**

**Moved by:** Councillor Schiller

**Seconded by:** Councillor Carreras

THAT the July 29, 2025, Closed Council Meeting Agenda be approved as circulated.

Absent (1): Councillor Yousef

**CARRIED**

**3. ADOPTION OF MINUTES**

Closed Council Meeting Minutes - July 22, 2025

**R/2025-C-110**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Dozie

THAT the July 22, 2025, Closed Council Meeting Minutes be adopted as circulated.

Absent (1): Councillor Yousef

**CARRIED**

**4. UNFINISHED BUSINESS**

**5. NEW BUSINESS**

**5.1 ACT Operating Model Update**

*\*Consideration pursuant to section 90(1)(e), 90(1)(i), and 90(1)(k)*

Staff report dated July 29, 2025

**R/2025-C-111**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Tan

THAT Council direct staff to provide notice of termination of the operating and lease agreements to the Maple Ridge Pitt Meadows Arts Council on Monday, September 8, 2025, ending November 30, 2025.

AND THAT Council Direct staff to develop and implement a transition plan for the City operation of the ACT effective December 1, 2025.

Absent (1): Councillor Yousef

**CARRIED**

5.2

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

\*\*\*\*\*

Councillor Tan left the meeting at 1:53 pm and rejoined the meeting at 1:56 pm

\*\*\*\*\*

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

[Redacted]

[Redacted]

\*\*\*\*\*

Anna Lilly joined the meeting at 2:00 pm

\*\*\*\*\*

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

[Redacted]

[Redacted]

\*\*\*\*\*

Anna Lilly left the meeting at 2:52 pm

\*\*\*\*\*

5.3

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

\*\*\*\*\*

Councillor Carreras left the meeting at 3:00 pm and rejoined the meeting at 3:03pm

Councillor Tan left the meeting at 3:27 pm and rejoined the meeting at 3:30 pm

\*\*\*\*\*

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

**5.4**

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

\*\*\*\*\*

All staff, with exception of the Chief Administrative Officer, the Director of Legislative Services, the Director of Human Resources, and the Human Resources Manager left the meeting at 4:10 pm.

The Chief Administrative Officer left the meeting at 4:17 pm.

\*\*\*\*\*

**5.5**

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**6. INFORMATION ITEMS**

**7. ITEMS TO BE RELEASED FROM CLOSED STATUS**

**R/2025-C-116**

**Moved by:** Councillor Carreras

**Seconded by:** Councillor Dueck

THAT the resolution pertaining to Item 5.1 - The ACT Operating Model Update be released from closed at the discretion of the CAO.

Absent (1): Councillor Yousef

**CARRIED**

**8. ADJOURNMENT**

6:19 pm

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D. Ruimy, Mayor

---

C. Mushata, Corporate Officer

## ACT Operating Model

### Recommendation:

**THAT Council direct staff to provide notice of termination of the operating and lease agreements to the Maple Ridge Pitt Meadows Arts Council on Monday, September 8, 2025, ending November 30, 2025.**

**AND THAT Council Direct staff to develop and implement a transition plan for the City operation of the ACT effective December 1, 2025.**

### Report Purpose and Summary Statement:

To present council with a proposed high level transition plan for the operation of the ACT and direction to serve notice to the Maple Ridge Pitt Meadows Arts Council to end the month-to-month operating and lease agreements.

### Previous Council Action:

July 8, 2025: THAT Council direct Staff to further explore Options 3 and 4 in tandem with the Arts, Culture, Heritage and Events review

July 15, 2025: THAT Council direct staff to respond to the letter dated June 24, 2025, acknowledging receipt of the letter and advising the City is considering its next step.

### Financial Impact:

The financial impact is roughly estimated to be an additional \$300,00-\$500,000 per year. This impact can be affected by many factors such as contract and employment negotiations, revenues to be recognized and grant opportunities.

### Funding Source:

The Parks & Recreation improvement reserve fund can be used to aid in funding the transition to support the operation of the ACT until a fully developed operation plan and model is in place that supports further revenue generation.

### Strategic Alignment:

Engaged, Healthy Community; Diversified, Thriving Economy;

### Communications:

A public communication plan will be developed to support the transition of the ACT Arts Center under the city's portfolio for release in conjunction with the September 8, 2025, letter to the Maple Ridge Pitt Meadows Arts Council.

To: Mayor and Council

File number: [02.0860.20]

## **ACT Operating Model**

### **BACKGROUND:**

### **ANALYSIS:**

#### **Discussion:**

The operating and lease agreements for the ACT expired on December 31, 2023. As of January 1, 2024, Maple Ridge Pitt Meadows Arts Council and the City of Maple Ridge have been operating on a month-to-month basis.

In closed council on July 8<sup>th</sup>, staff were directed to bring back information on a city operated/hybrid model for the operations of the ACT Arts Center. Staff will present information to council on what this would like, an overview transition plan and financial information at the July 29<sup>th</sup> closed session.

#### **Strategic Alignment:**

Engaged, Healthy Community; Diversified, Thriving Economy

#### **Financial Impact:**

The financial impact of \$300,000 to \$500,000 per year has been based on the 2024 audited financial statements of the Maple Ridge Pitt Meadows Arts Council. This assumes that the \$750,000 operating grant currently provided to the Arts Council will continue to contribute to the operation of the ACT.

Staff have researched available grant funding and will apply for all those applicable which could offset operating expenses.

Current Arts Council staff will be offered employment for a one-year term as contractors.

### **OPTIONS & IMPLICATIONS:**

This report responds to the direction Council provided on previously presented options.

### **CONCLUSION:**

Given that the Arts Council did not sign the agreements by the June 27, 2025, deadline, staff were directed to investigate a city operated model for the ACT. Staff will present additional details at the closed session.

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Prepared by: Cidalia Martin,  
Director of Recreation Services

**Attachments:** (A) July 8, 2025 Closed Session Report

**Report Approval Details**

Document Title:	ACT Operating Model Update.docx
Attachments:	- July 8 ACT Arts Centre Operational Update.pdf
Final Approval Date:	Jul 23, 2025

This report and all of its attachments were approved and signed as outlined below:

Cidalia Martin, Director of Recreation Services

Carolyn Mushata, Director of Legislative Services and Corporate Officer

Scott Hartman, Chief Administrative Officer

## ACT Arts Centre Operational Update

**Recommendation:**

**THAT Council direct Staff to further explore Option(s) \_\_\_\_\_ and direct Mayor Ruimy to notify the Maple Ridge Pitt Meadows Arts Council of this decision.**

**Report Purpose and Summary Statement:**

To provide council an update on the status of the Maple Ridge Pitt Meadows Arts Council agreements and discuss the next steps on the operation of The ACT Arts Centre.

**Previous Council Action:**

At the April 22, 2025, Closed Council meeting Council directed staff to present the final updated and reviewed Lease Agreement, Operating Agreement and Facilities Maintenance Agreement to the Maple Ridge Pitt Meadows Arts Council with a deadline to sign the documents by June 27, 2025.

**Strategic Alignment:**

Engaged, Healthy Community;

**To:** Mayor and Council

**File number:** 01-0560-01-2025

## **ACT Arts Centre Operational Update**

### **BACKGROUND:**

The operating and lease agreements for the ACT expired on December 31, 2023. As of January 1, 2024, Maple Ridge Pitt Meadows Arts Council and the City of Maple Ridge have been operating on a month-to-month basis.

On May 8, 2025, City staff met with the Maple Ridge Pitt Meadows Arts Council (MRPMAC) to deliver the final agreements as directed by Council. Staff informed the Arts Council that they had until June 27, 2025, to sign the agreements and to receive the 2% payment increase that would be applied retroactively from January 1st, 2024.

On June 12, 2025, at the request of the Executive Director of the Maple Ridge Pitt meadows Arts Council Mayor Ruimy, Councillor Carreras and Director of Recreation Cidalia Martin met with the Arts Council Executive Director, President and Vice President. At the meeting Mayor Ruimy and Councillor Carreras they maintained the Maple Ridge Pitt Meadows Arts Council had until June 27, 2025, to sign the agreements to be able to receive the 2% payment increase that would be applied retroactively from January 1st, 2024.

### **ANALYSIS:**

#### **Discussion:**

On Tuesday, June 24, 2025, at 3:56pm Mayor and Council and select City staff received a letter from the Maple Ridge Pitt Meadows Arts Council that stated in part "we have concluded that we can no longer operate The ACT" and requested the following:

*"That Council direct City administration to engage an independent theatre operations specialist consultant to conduct a feasibility analysis of best operational models for similar theatres offering similar services, including municipal management and operation, to ensure sustainability for both the facility and programs at The ACT."*

Shortly there after on June 25, 2025, the Maple Ridge Pitt Meadows Arts Council sent an email to their subscribers asking them to "Raise your Voice in support of Equity for The ACT Arts Centre".

The Maple Ridge Pitt Meadows Arts Council did not sign and return the Lease Agreement, Operating Agreement, and Facilities Maintenance Agreement by the June 27, 2025, deadline.

The City is currently undertaking a comprehensive review to evaluate current and optional operating models for The ACT Arts Centre. This is part of our commitment to due diligence, ensuring that we consider all aspects necessary for the continued success and sustainability of the arts and culture programming for the residents of Maple Ridge.

## **OPTIONS:**

### **Option 1: Provide Requested Financial Support**

Provide the Maple Ridge Pitt Meadows Arts Council with their requested funding from January 1, 2025 through December 31, 2027

### **Option 2: Engage an Independent Operations Consultant**

In its June 14, 2025, letter to Mayor and Council, the Maple Ridge Pitt Meadows Arts Council requested council direct staff to engage an independent Operations Consultant to conduct a feasibility analysis of best operational models. Council could direct staff to initiate a procurement process for a consultant.


### **Option 3: Proceeding with a Competitive Process**

City staff could be directed to bring back additional information on procurement options.

### **Option 4: Operation of The ACT Performing Arts Centre**

Council could direct staff to bring back additional information on options for operating the ACT Performing Arts Centre

S. 12, S. 13, and S. 14 of FIPPA, and S. 90(1) of Community Charter



**CONCLUSION:**

To ensure arts and culture services are maintained in the City through the Maple Ridge Pitt Meadows Art Council, staff would like to move ahead with the next steps as directed by Council.

---

Prepared by: Cidalia Martin, Director of Recreation Services

**Attachments:**

- (A) Historical City Funding to the Maple Ridge Pitt Meadows Arts Council
- (B) 2018 Cultural Plan, Walking Together
- (C) June 24, 2025 Letter from Maple Ridge Pitt Meadows Art Council to City of Maple Ridge Mayor and Council

## Report Approval Details

Document Title:	ACT Arts Centre Operational Update.docx
Attachments:	- Attachment A - Historical City Funding to the Maple Ridge Pitt Meadows Arts Council.xlsx - Attachment B - Maple Ridge Culture Plan 2018 FINAL.pdf - Attachment C - Letter to CoMR Mayor and Council - June 24 2025.pdf
Final Approval Date:	Jul 3, 2025

This report and all of its attachments were approved and signed as outlined below:

Cidalia Martin, Director of Recreation Services

Carolyn Mushata, Director of Legislative Services and Corporate Officer

Scott Hartman, Chief Administrative Officer

	2025 YTD	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003
Operating Agreement	407,131.50	814,263.00	814,263.00	799,866.00	785,751.00	771,912.96	758,346.00	745,046.04	732,005.04	719,220.96	706,686.96	694,404.00	682,668.00	670,775.50	661,483.00	621,644.00	599,526.00	558,478.24	544,224.88	539,553.84	522,940.94	512,591.24	488,659.92
Lease	(39,999.96)	(79,999.92)	(79,999.92)	(79,999.92)	(79,999.92)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(79,992.00)	(80,000.00)	(80,000.00)	(80,000.04)	(80,000.04)	(80,000.04)	(79,993.92)
<b>Net Operating Grant</b>	<b>13,351,544.34</b>	<b>367,131.54</b>	<b>734,263.08</b>	<b>734,263.08</b>	<b>705,751.08</b>	<b>691,920.96</b>	<b>678,354.00</b>	<b>665,054.04</b>	<b>652,013.04</b>	<b>639,228.96</b>	<b>626,694.96</b>	<b>614,412.00</b>	<b>602,676.00</b>	<b>590,783.50</b>	<b>581,491.00</b>	<b>541,652.00</b>	<b>519,534.00</b>	<b>478,478.24</b>	<b>464,224.88</b>	<b>459,553.80</b>	<b>442,940.90</b>	<b>432,591.20</b>	<b>408,666.00</b>
<b>% Change each year</b>		<b>0%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>7%</b>	<b>4%</b>	<b>9%</b>	<b>3%</b>	<b>1%</b>	<b>4%</b>	<b>2%</b>	<b>6%</b>	
	<b>2025 YTD</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>	<b>2006</b>	<b>2005</b>	<b>2004</b>	<b>2003</b>
Art Facilities Maintenance	4,646.55	21,039.36	18,167.72	26,153.53	15,433.81	14,938.57	19,783.99	17,234.84	24,060.71	14,128.60	13,059.63	20,620.88	7,971.33	4,601.29	12,658.74	12,326.13	11,067.03	7,522.96	8,500.70	17,011.68	5,771.05	5,245.39	20,410.36
Art Centre Building Maintenance	25,948.33	73,300.82	29,382.63	25,910.12	18,915.84	13,042.24	18,228.60	16,748.45	25,212.38	11,890.13	19,068.61	15,892.83	9,130.76	14,992.62	11,795.83	15,488.97	14,187.26	5,982.13	-	-	-	-	-
Infrastructure Arts Centre	33,408.42	159,129.19	168,152.02	144,864.78	38,218.34	10,853.06	33,637.01	47,184.09	91,738.55	70,575.15	34,685.20	10,772.79	31,801.00	47,794.49	37,965.94	4,763.32	1,387,303.00	-	-	-	-	-	-
<b>Net</b>	<b>3,040,319.75</b>	<b>64,003.30</b>	<b>253,469.37</b>	<b>215,702.37</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>	<b>196,928.43</b>

Comments

2009 included a payment of \$10,000 to support an executive search. I'm assuming this was the recruitment of the current ED. That has been removed from the reported contract amount.

2008 included payments retroactive to 2007

2025 ACT Roof Replacement Project - estimated to be \$1.6 Million

2024 Onwards rolling replacement of the 12 HVAC Units (2 have been replaced to date)

Exterior painting of the ACT planned for the next year or two

Copy of "Walking Together: Maple Ridge Culture Plan" removed to reduce duplication. See page **244** of this PDF for record.

**Board of Directors**

Sharen Sandhu  
*President*

Loretta Griffin-Jarvis  
*Vice President*

Christine Abercrombie  
*Treasurer*

Sarah Thompson  
*Secretary*

Lesley Cameron  
Gary Cleave  
Karl Doering  
Justine Marchand  
Myriah McGill  
Terry Plotnikoff  
Duncan Stefurak  
Sarah Eales

**Senior Management Team**

Ms. Curtis Pendleton  
*Artistic and Executive Director*

Pilaar Yule  
*Finance Officer*

Courtney Miller  
*Curator/Gallery Manager*

Bronwen Marsden  
*Arts Learning Programs Manager*

Jessica Dionne  
*Manager, Marketing,  
Communications and Brand*

Landrie Davies  
*Operations Manager*

Lyndsay MacAulay  
*Development Officer*

Shadoc Reisler  
*Technical Director*

**TO:** City of Maple Ridge Mayor & Council  
**FROM:** The Maple Ridge and Pitt Meadows Arts Council  
**RE:** Operation of The ACT Arts Centre

The Maple Ridge and Pitt Meadows Arts Council was instrumental in the establishment of The ACT Arts Centre. In fact, it is safe to say that 20 years of lobbying by this volunteer group led to the construction of a much-needed arts centre in the heart of our downtown. Since 2003, The Arts Council has been engaged in programming and operating the ACT.

The City has negotiated a well-functioning operating agreement for over 20 years, thus providing a wide range of arts activities for the citizens of Maple Ridge, and the Arts Council has consistently fulfilled its responsibility to operate the centre and provide programming, even during the COVID-19 years.

The most recent operating agreements terminated on December 31, 2023, and City staff delayed discussions on a new agreement for over a year. The Board finds the agreements recently presented by the City, which contains an "or else" clause, unacceptable. Discussions have thus come to an impasse.

The Arts Council is concerned not only about the communication difficulties, but also about the immense responsibility of safely operating an older facility. We have concluded that we can no longer operate The ACT under the terms of past and currently proposed agreements and seek a new way forward for the Centre.

We respectfully request that Council direct City administration to engage an independent theatre operations specialist consultant to conduct a feasibility analysis of best operational models for similar theatres offering similar services, including municipal management and operation, to ensure sustainability for both the facility and programs at The ACT.

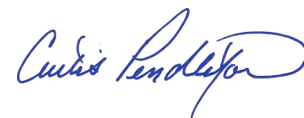
We note that other cities, including Burnaby and New Westminster, are engaged in similar work.

We look forward to making this request as part of our regular annual update to Council. Please advise us of the next possible date for a presentation.

Most Sincerely,

Sharen Sandhu  
President, Board of Directors

Curtis Pendleton  
Artistic and Executive Director

Handwritten signature of Sharen Sandhu in blue ink.Handwritten signature of Curtis Pendleton in blue ink.



**CLOSED COUNCIL  
MEETING MINUTES**

**September 2, 2025, 1:00 p.m.  
Council Chambers  
City Hall, 11995 Haney Place**

Council Present: Mayor D. Ruimy  
Councillor K. Carreras  
Councillor O. Dozie  
Councillor J. Dueck  
Councillor S. Schiller  
Councillor J. Tan

Absent: Councillor A. Yousef

Staff Present: S. Hartman, Chief Administrative Officer  
W. Oleschak, Acting Chief Operating Officer  
C. Mushata, Director of Legislative Services  
T. Thompson, Director of Finance  
V. Richmond, Director of Parks and Facilities  
D. Samson, Interim Fire Chief  
S. Faltas, Director of Engineering  
C. Martin, Director of Recreation Services  
P. Purewal, Senior Manager, Communications & Public Engagement  
S. Lohnes, Confidential Assistant  
R. Miller, Manager of Engineering Design & Construction  
M. Halpin, Manager of Transportation  
E. Bennett, Corporate Emergency Program Manager  
S. Labonne, Deputy Chief Administrative Officer  
Z. Lifshiz, Director, Strategic Development, Communications & Public Engagement  
C. Nolan, Deputy Director of Finance  
H. Nadvi, Deputy Director of Planning & Building  
R. Brummer, Manager of Arts, Culture & Events  
N. Woods, Executive Assistant to the Deputy Chief Administrative Officer  
A. Vally, Associate Manager of Administration  
A. Lilly, Director, Communications, External Engagement and Public Affairs

---

**1. CALL TO ORDER**

1:02 pm

**2. APPROVAL OF AGENDA**

Closed Council Meeting Agenda - September 2, 2025

**R/2025-C-117**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Dozie

THAT the September 2, 2025, Closed Council Meeting Agenda be approved as circulated.

Absent (1): Councillor Yousef

**CARRIED**

**3. ADOPTION OF MINUTES**

Closed Council Meeting Minutes - July 27, 2025

**R/2025-C-118**

**Moved by:** Councillor Dozie

**Seconded by:** Councillor Schiller

THAT the July 27, 2025, Closed Council Meeting Minutes be adopted as circulated.

Absent (1): Councillor Yousef

**CARRIED**

**4. UNFINISHED BUSINESS**

**5. NEW BUSINESS**

**5.1** S. 12, S. 13, of FIPPA and S. 90(1) Community Charter

[Redacted content]

5.2

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted content]

5.3 ACT Arts Centre

*\*Consideration pursuant to section 90(1)(e), 90(1)(i), and 90(1)(k)*

Staff report dated September 2, 2025

**R/2025-C-121**

**Moved by:** Councillor Dueck

**Seconded by:** Councillor Schiller

THAT Council receive the ACT Arts Centre report dated September 2, 2025, for information;

THAT Council endorse the proposed transition plan timeline and budget for the City operation of the ACT; and

THAT Council direct staff to provide a termination date of December 31, 2025.

Absent (1): Councillor Yousef

**CARRIED**

5.4

S. 12, S. 13, of FIPPA, and S. 90(1) of Community Charter

[Redacted content]

All staff left the meeting at 4:00 pm with the exception of S. Hartman, C. Mushata, S. Labonne, W. Oleschuk, C. Martin, and R. Brummer

6. **INFORMATION ITEMS**
7. **ITEMS TO BE RELEASED FROM CLOSED STATUS**
8. **ADJOURNMENT**

4:40 pm

---

D. Ruimy, Mayor

---

C. Mushata, Corporate Officer

## ACT Arts Centre

**Recommendation:**

**THAT Council receive the ACT Arts Centre report dated September 2, 2025, for information; and**

**THAT Council endorse the proposed transition plan timeline and budget for the City operation of the ACT.**

**Report Purpose and Summary Statement:**

To present council with information on the proposed transition plan timeline for the City operation of the ACT Arts Centre.

**Previous Council Action:**

July 29, 2025:

THAT Council direct staff to provide notice of termination of the operating and lease agreements to the Maple Ridge Pitt Meadows Arts Council on Monday, September 8, 2025, ending November 30, 2025.

AND THAT Council Direct staff to develop and implement a transition plan for the City operation of the ACT Arts Centre effective December 1, 2025.

**Financial Impact:**

The financial impact is roughly estimated to be an additional \$300,00-\$500,000 per year. This impact can be affected by many factors such as contract and employment negotiations, revenues to be recognized and grant opportunities.

**Funding Source:**

The Parks & Recreation improvement reserve fund can be used to aid in funding the transition to support the operation of the ACT until a fully developed operation plan and model is in place that supports further revenue generation.

**Strategic Alignment:**

Engaged, Healthy Community; Diversified, Thriving Economy;

**Communications:**

Communication plan in place and will be presented by Anna Lilly from Earncliffe Strategies and Pardeep Purewal

To: Mayor and Council

File number: [15.7780.03]

## ACT Arts Centre

### BACKGROUND:

The operating and lease agreements for the ACT expired on December 31, 2023. As of January 1, 2024, Maple Ridge Pitt Meadows Arts Council and the City of Maple Ridge have been operating on a month-to-month basis.

In closed council on July 29, 2025, staff were directed to draft a letter of termination of the operating and lease agreements to the Maple Ridge Pitt Meadows Arts Council and for staff to develop a transition plan timeline for the City operation of the ACT Arts Centre.

### ANALYSIS:

#### Discussion:

City staff have formed an ACT Working group made up of various staff members that cover business areas such as Finance, Communications, Facilities, Recreation, Strategy, HR, Legislative Services and Administration. All staff have been informed of the confidentiality around this working group.

Staff is presenting for Council's information and discussion the following regarding the City operations of the ACT Arts Center:

1. Transition Plan Timeline
  - Will review key milestones from August when the internal City working group was formed to when the City takes over complete operations of the ACT
2. S. 12, S. 13, and S. 22 of PIPPA, and S. 90(1) of Community Charter
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
3. Communication Plan to be presented by Anna Lily from Earncliffe Strategies and includes the following:
  - Overview and Background
  - Communications Objectives
  - Key Interest Holders
  - Timeline and Next Steps
  - Key Messages
  - Engagement Approach & Tactics
  - Issues and Opportunities

- Holding Statements
- Communications Materials
- Q&A
- 4. Budget Overview
  - City staff have prepared a 1 Year budget for the operation of the ACT
- 5. Letter of Termination
  - City staff have drafted a letter of termination and S. 12, S. 13, and S. 14 of FIPPA, and S. 90(1) of Con that include:
    - Notice of Termination
    - Transition of Operations and Staff Employment
    - The Premises and Capital Assets
    - Capital Improvement Fund
    - Transition Flexibility
    - Joint Transition Meeting

### **Strategic Alignment:**

Engaged, Healthy Community; Diversified, Thriving Economy.

### **Financial Impact:**

The projected financial impact, estimated at \$300,000 to \$500,000 annually, is guided by the 2024 audited financial statements of the Maple Ridge Pitt Meadows Arts Council. This forecast presumes the continuation of the current \$734,000 operating grant to support the operation of the ACT. In addition to this principal grant, further financial contributions include a \$15,000 facilities rental grant, and a \$2,000 subsidized admission grant, for a total of \$751,000.

Staff have undertaken a thorough review of available grant funding opportunities and are committed to applying for all relevant grants. This proactive approach aims to mitigate operating expenses effectively.

### **OPTIONS & IMPLICATIONS:**

This report responds to the direction Council provided on previously presented options.

### **CONCLUSION:**

The internal ACT working group will continue to meet bi-weekly to advance the work of the City preparing to commence operations of the ACT Arts Center on December 1, 2025, and have the letter delivered to the Maple Ridge Pitt Meadows Arts Council care of Sharen Sandhu, President on September 8, 2025.

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Prepared by: Cidalia Martin, Director of  
Recreation Services

**Attachments:**

- (A) Letter to Maple Ridge Pitt Meadows Arts Council
- (B) Communications Plan
- (C) City 1 Year Budget
- (D) MRPMAC Audited 2024 Financial Statements

## Report Approval Details

Document Title:	ACT Arts Centre.docx
Attachments:	<ul style="list-style-type: none"><li>- Attachment A - Letter to Arts Council from Mayor.docx</li><li>- Attachment B - COMMS PLAN - ACT Transition.docx</li><li>- Attachment C - City 1 Year Budget.docx</li><li>- Attachment D - 2024 Maple Ridge Pitt Meadows Arts Council Audited Financial Statements - SIGNED.pdf</li></ul>
Final Approval Date:	Aug 27, 2025

This report and all of its attachments were approved and signed as outlined below:

Cidalia Martin, Director of Recreation Services

Carolyn Mushata, Director of Legislative Services and Corporate Officer

Scott Hartman, Chief Administrative Officer

September 8, 2025

**Maple Ridge Pitt Meadows Arts Council**

11944 Haney Pl  
Maple Ridge, BC V2X 6G1

Dear Maple Ridge Pitt Meadows Arts Council, Care of Sharen Sandhu, President

**Re: Notice of Termination of Operating and Lease Agreements**

The City of Maple Ridge (the “City”) hereby provides formal notice of termination of its month-to-month operating and lease agreements with the Maple Ridge Pitt Meadows Arts Council (the “Arts Council”), effective **November 30, 2025**. This decision has been made following careful consideration and in alignment with the City’s strategic priorities for arts, culture, and community engagement.

The City has made significant efforts to collaborate with the Arts Council to establish a new operating agreement that ensures continued access to arts programming at this valued community facility. We were disappointed that the Arts Council declined to sign the proposed new agreement

We acknowledge and express our sincere appreciation for the longstanding partnership between the City and the Arts Council. Over the years, this collaboration has contributed significantly to the cultural vibrancy of our community and driven positive community impact. The City recognizes the value of this shared history and is dedicated to a respectful and supportive transition for everyone involved.

**Transition of Operations and Staff Employment**

The City wishes to ensure continuity of service and minimal disruptions by discussing offers of employment contracts to all current Arts Council employees (excluding the Executive Director as the City will assume this role) and is prepared to enter these discussions by September 15, 2025, with employment to commence on **December 1, 2025**. These contract offers would be for a one-year term.

The City wishes to initiate direct contact with employees within **5 business days** of this notice.

The City trusts that the Arts Council supports the transition of employment of its current employees after the termination of the operating and lease agreements, both for the benefit of



the employees and the public generally. We kindly request confirmation that the email addresses listed on the Arts Council's website are current or that you provide any updates or additions at your earliest convenience.

### **The Premises and Capital Assets**

The Arts Council is to have transitioned out of the premises located at 11944 Haney Place, currently under its operation by **November 30, 2025**. All capital items owned by the Arts Council as per Schedule D of the 2021 Agreement must be removed by this date unless otherwise agreed upon. If the Arts Council wishes to sell capital assets to the City at fair market value, please submit a list for the City's consideration no later than **October 31, 2025**.

### **Capital Improvement Fund**

As per the service agreement, the Capital Improvement Fund (CIF), funded by patron charges for capital enhancements to the City-owned facility, should be properly accounted for. These funds are held in trust for the purpose of enhancing the facility, and the City requests the transfer of the CIF balance as part of this transition. To facilitate the transfer of these trust funds, please provide a current CIF account statement and initiate transfer arrangements by September 26, 2025.

### **Transition Flexibility**

While the City has identified **November 30, 2025**, as the final day of operations under the current month-to-month agreements, we are open to negotiating an earlier transition date if desired by the Arts Council.

### **Joint Transition Meeting**

To support a smooth transition and provide clarity to Arts Council staff, the City requests a joint meeting between City representatives and the Arts Council no later than Friday September 19. The purpose of this meeting is to communicate the transition plan, address any questions, and ensure a collaborative approach to supporting employees during this period. We request that the Arts Council reach out to Cidalia Martin, Director of Recreation Services, to coordinate this meeting (cmartin@mapleridge.ca).

We thank you again for your contributions to the cultural life of Maple Ridge and look forward to working together to ensure a respectful and seamless transition.

Sincerely,

Dan Ruimy  
Mayor, On behalf of Maple Ridge City Council

CC: Executive Director, Curtis Pendleton  
Vice President, Loretta Griffin-Jarvis



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## Overview and Background

The ACT Arts Centre is a City-owned facility that has been operated by the Maple Ridge and Pitt Meadows Arts Council (MRPMAC) under an agreement with the City for more than 20 years. Since 2023, the City and the Arts Council have been in discussions to renew that agreement and put in place terms that ensure continued access to arts programming, financial transparency, and alignment with community priorities.

The City has continued to provide substantial support to The ACT, including:

- ~\$750K in annual operational funding (roughly 30% of ACT's annual revenue)
- Over \$230K in in-kind services each year, such as maintenance, landscaping, snow removal, marketing, registration, and admin support
- Ongoing capital investments, including a \$1.6M roof replacement completed in 2025 and regular lifecycle work like HVAC replacements

Despite many months of negotiations, an agreement hasn't been reached, and the Arts Council has taken the issue public through a negative media and social media campaign. Monitoring to date suggests this campaign has gained limited traction. The Arts Council has asked for a significant increase in City funding and an independent consultant review of ACT operations paid by the City.

Because a new agreement has not been finalized, Council has directed staff to prepare for the City to take over operations of The ACT by the end of 2025. The transition is focused on:

- Protecting access to arts and cultural programming
- Managing taxpayer dollars responsibly and transparently
- Supporting MRPMAC staff, artists, and community groups through the transition
- In future, ensuring ACT programming is accessible to the community and aligned with City goals and priorities.

This communications plan is focused on the initial announcement of the City assuming responsibility for The ACT. Additional communications strategies and materials will be developed after the announcement to support the transition period, operations, programming updates, and longer-term community engagement.

## Communications Objectives

The primary objective of this communications plan is to outline the context, needs, and actions to support the announcement of the City assuming operational responsibility for The ACT transition. The objectives for communications outlined in this plan are to:

- Anticipate any potential issues and coordinate a response as applicable
- Provide guidance to senior leadership and Council with respect to key messaging, schedule, and process
- Ensure consistent high-level messaging through the initial announcement of Council's decision and the transition process – externally and internally – aligned with the City's broader narrative
- Ensure communications strategies, considerations, and processes are integrated into overall project planning and execution
- Create understanding and support for the transition among the public and interest holders
- Achieve neutral/balanced media coverage of the project
- Reinforce the City's broader investment in and commitment to arts and culture.

## Key Interest Holders

### 1. Primary Stakeholders (Direct Impact)

- Maple Ridge Pitt Meadows Arts Council board
- Maple Ridge Pitt Meadows Arts Council staff (with contracts)
- Contractors/instructors (e.g., arts instructors, service contractors such as janitorial, bar services, etc.)
- Volunteers associated with Arts Council/ACT
- Arts and community groups that use the centre or have upcoming bookings / productions (companies that come in to produce the programming/shows)
- Community members who use the centre / have tickets for upcoming shows (note: City will likely be unable to communicate with this audience directly)

## 2. Internal

- Recreation staff / transition team
- All city staff

## 3. Government and First Nations

- Pitt Meadows City Council & staff (inform)
  - Pitt Meadows Arts Council (inform)
- Local MLAs
  - Lisa Beare – MLA for Maple Ridge–Pitt Meadows (NDP), Minister of Education and Child Care
  - Lawrence Mok – MLA for Maple Ridge East (Conservative)
- Local MP
  - Marc Dalton – MP for Maple Ridge-Pitt Meadows
- First Nations
  - Katzie First Nation
  - Kwantlen First Nation

## 4. Community and Arts Groups

- Garibaldi Art Club (MRPMAAC sponsors)
- Artists-In-Residence
- Emerald Pig Theatrical Society S. 21 and 22 of FIPPA and S. 90(1) of CC
- Art Studio Tour
- Steve Falls Arts Group
- Guildhouse Project
- Downtown Maple Ridge Business Improvement Association
- Chamber of Commerce
- Vicuna Art Studio
- Christmas Hamper Society
- Fraser Valley Library

- Maple Ridge Community Foundation
- Cirque des Morts Vaudeville Society
- CEED Centre Art Group
- Maple Ridge Museum & Archives

5. Other Interest Holders

- BC Arts Council
- Department of Canadian Heritage
- BC Touring Council
- Maple Ridge & Pitt Meadows general public (residents, FB groups, email subscribers)
- Other arts centres in neighbouring municipalities
- Other programs and initiatives in which Maple Ridge and Pitt Meadows Arts Council sponsors
- Artists in residence
- Donors, sponsors, funders
- Media (local and regional)

## Timeline and Next Steps

Timeline	Milestone
August 2025	<ul style="list-style-type: none"> <li>• Finalize communications plan and news release</li> <li>• Develop issues note for Council</li> </ul>
September 2	<ul style="list-style-type: none"> <li>• Council – closed meeting (presentation on transition, comms plan, draft letter, next steps)</li> </ul>
September 8/9	<ul style="list-style-type: none"> <li>• Letter from Mayor to Arts Council Board (with ED cc'd). To be delivered early on Sept 8, with request for confirmation of receipt.</li> <li>• News release targeted for Sept 9 but may be issued Sept 8 (midday) if needed.</li> </ul>

	<ul style="list-style-type: none"> <li>• Email and outreach to local MLAs / local MP</li> <li>• Internal communication (incl. messaging for customer service staff)</li> </ul>
Fall–Winter 2025	<ul style="list-style-type: none"> <li>• Liaison with Arts Council and ACT staff regarding transition (materials to support discussions)</li> <li>• Letters/meetings with arts groups re: transition</li> <li>• Release of Huntsman review (anticipated mid-fall; not tied to operating model for The ACT but may reinforce broader arts messaging)</li> <li>• Holding statements for possible media coverage / Q&amp;As</li> <li>• Ongoing updates to Council through issues notes</li> </ul>
Dec 1	<ul style="list-style-type: none"> <li>• City assumes responsibility for ACT Centre</li> <li>• Current plan is Dec 1 handover/Dec 1 start. However, earlier transition is possible if mutually agreed.</li> <li>• News release including upcoming schedule, where to find info</li> <li>• Risk: if the Arts Council withdraws earlier, contingency plans and a specific holding statement will be required.</li> </ul>

## Key messages

### *Service continuity*

- City Council has directed staff to take the next steps for the City to assume responsibility for operation of The ACT beginning December 1, 2025, with no interruption in programming as we make the transition.
- Our priority is to ensure The ACT continues to offer much-needed arts and cultural programs and events during the transition and into the future.

### *Employee and contractor reassurance*

- We have informed the Arts Council Board of Directors and senior staff and assigned a dedicated team to work with the Arts Council to ensure a smooth transition.
- Our focus is to put the appropriate resources and plans in place to assume responsibility for operations, with the goal of honouring all existing bookings for events and programs, and retaining staff and contractors who are currently employed by the Arts Council.
- Staff, artists, and community groups will be supported throughout the transition.

### *Community-driven approach*

- Maple Ridge is a growing community with a vibrant arts scene and increasing public demand for accessible programs and events that support artistic and cultural expression.
- The transition will enable the City to directly manage The ACT in a way that ensures alignment with community needs and the City's strategic direction.
- The City is grateful to the Arts Council for its many years of dedication in supporting our arts community and providing stewardship of this important City-owned facility.
- We look forward to engaging the Arts Council in shaping a new role as an ongoing partner in arts and culture in Maple Ridge.

### *Accountability and stewardship*

- With an annual investment of over \$1 million in public funds being spent on The ACT, and knowing how much the Centre benefits our community, this change will allow the City to have more direct influence over the operation, maintenance and programming of the Centre while remaining accountable to local taxpayers.
- Council's priority is to ensure taxpayer dollars are managed responsibly and transparently, and that The ACT remains accessible, responsive to community needs, and positioned to deliver thriving arts programming for years to come.
- This transition is consistent with models across the region, where municipalities operate arts and cultural programming in-house, with Arts Councils focusing on community-building roles.

*Benefits and future opportunities*

- With this change, the City can engage our cultural partners and support the local arts community through new community access programs, and achieve greater alignment between The ACT and the programming and events at Albion Community Centre and other City facilities.
- We are excited that this change brings new opportunities to grow public art and artist-in-residence programs, increase community engagement, and introduce diverse and vibrant activations, exhibits and performances.
- The transition prepares us to bring on new facilities and programming into our local neighbourhoods as we continue to build the City's capacity to deliver arts and culture programming.

*What happens next*

- More information will be shared with the community after the City and Arts Council have determined the specific details and timing of the transition of operations.
- Our goal is for the City to assume responsibility for operations on December 1, 2025.
- The City is confident that the Arts Council will work collaboratively with us and that there will be no interruption in programming and services in advance of the transition.
- The Arts Council will continue to be an important part of the community, and we look forward to exploring future opportunities to work with them in supporting arts and culture in Maple Ridge.

**Engagement Approach and Tactics**

Key Interest Holder	Engagement Tactics			
	September 8	September 9	Transition details confirmed / agreement reached (target Oct)	City assumes control of ACT (Dec)
Primary Interest Holders				

Key Interest Holder	Engagement Tactics			
	September 8	September 9	Transition details confirmed / agreement reached (target Oct)	City assumes control of ACT (Dec)
<b>Maple Ridge Pitt Meadows Arts Council board</b>	Share initial letter	Ongoing 1:1 discussions via relationship holder	Ongoing 1:1 discussions via relationship holder	Ongoing 1:1 discussions via relationship holder
<b>ACT Staff</b>	Share initial letter with leadership	Ongoing 1:1 discussions via relationship holder	Ongoing 1:1 discussions via relationship holder	Ongoing 1:1 discussions via relationship holder
<b>Arts and community groups that use the centre or have upcoming bookings</b>		Forward along news release (TBC- ACT shares database of contacts?)	Email newsletter with FAQs	Email newsletter with FAQs
<b>Community members who use the centre / have tickets for upcoming shows</b>		Forward along news release (will ACT share database of contact info?)	Email newsletter with FAQs	Email newsletter with FAQs
<b>Internal</b>				
<b>Recreation staff / Transition team</b>	N/A	Management meets with team to share info, messaging and FAQs	Regular updates provided by Rec management team	Regular updates shared, messaging, FAQs
<b>City staff</b>		Intranet notification with link to news release	Email newsletter with FAQs	Email newsletter with FAQs
<b>Local MLAs</b>				

Key Interest Holder	Engagement Tactics			
	September 8	September 9	Transition details confirmed / agreement reached (target Oct)	City assumes control of ACT (Dec)
<b>Lisa Beare – MLA for Maple Ridge–Pitt Meadows (NDP), Minister of Education and Child Care</b>	Share embargoed letter with news release day prior to announcement Contact with constituency staff ahead of announcement		Update constituency staff to provide update on operations and transition	Share news release (handover)
<b>Lawrence Mok – MLA for Maple Ridge East (Conservative)</b>	Share letter with news release day prior to announcement Contact with constituency staff ahead of announcement		Contact with constituency staff to provide update on operations and transition	Share news release (handover)
<b>First Nations (TBD)</b>				
<b>Katie First Nation Kwantlen First Nation</b>	Email news release day prior to announcement Contact with Nation ahead of announcement		Contact Nation to provide update on operations and transition	Share news release (handover)
<b>Other Interest Holders</b>				
<b>Community and Arts Groups</b>		Share letter; Forward along news release	Email newsletter with FAQs	Email newsletter with FAQs

Key Interest Holder	Engagement Tactics			
	September 8	September 9	Transition details confirmed / agreement reached (target Oct)	City assumes control of ACT (Dec)
<b>Arts Centres in neighbouring areas</b>		Share letter; Forward along news release	Email newsletter with FAQs	Email newsletter with FAQs
<b>Maple Ridge &amp; Pitt Meadows general public</b>		News release (transition announcement) on public channels		News release (handover) on public channels

## Issues and Opportunities

### Issues

- Arts Council continues to run a small social media advocacy campaign with limited traction, but the potential remains for negative framing of the City's decision and escalated media/social media campaign
- Risk of Arts Council withdrawing earlier than Nov 30, disrupting programming (esp. during holiday season)
- Limited ability to directly contact ticket holders before transition may constrain comms

### Opportunities

- Position the transition as part of the City's broader investment in arts and culture
- Engage supportive groups (S. 21 and 22 of FIPPA and S. 90(1) of CC) as third-party validators in future phases
- Reinforce City's continued recognition of the Arts Council's contributions and highlight opps for collaboration in the future
- Use the Huntsman review (once released) to validate broader messaging on community demands / service gaps
- Explore opportunities to broaden the diversity of program offerings at the ACT, including engaging Indigenous artists and integrating Indigenous cultural expression into programming at The ACT as part of the City's long-term cultural strategy

S. 12, 13, and 22 of FIPPA and S. 90(1) of CC

[Redacted text block]

S. 12, 13, and 22 of FIPPA and S. 90(1) of CC

[Redacted content]

## Communications Tactics

- Arts council and staff:
  - Letters from Mayor; ongoing 1:1 discussions; staff employment letters
- Arts groups and ticket holders:
  - News release; targeted emails; FAQs/newsletter updates
- Internal staff
  - Intranet notification; email FAQs; scripts for customer service staff
- Government and First Nations
  - Advance letters and calls to MLAs, MP, Pitt Meadows Council
  - Advance emails/letters to Katzie and Kwantlen First Nations
- General public
  - News release, project webpage, social media content, signage at ACT/City facilities, community newsletters

## Q&A

- 1. Is The ACT going to close?** No. The City's priority is to keep arts and cultural programming accessible, with no interruption in events or activities. The ACT will remain open, and staff, artists, and community groups will be supported throughout the transition.
- 2. What will happen to ACT staff? What does this mean for them?** The City's goal is to retain existing ACT staff and contractors wherever possible to ensure continuity and stability. Staff will be supported through the transition, and the City values the experience and relationships they bring to this important community hub.
- 3. When will the City officially take over operations?** The City is preparing to assume responsibility for ACT operations on December 1, 2025. If an earlier transition is agreed with the Arts Council, the City is ready to step in to avoid disruption.

4. **What are the City's future plans for The ACT?** The ACT will continue to thrive as Maple Ridge's cultural hub. In the near term, that means uninterrupted programming, supporting staff and community groups, and ensuring the facility remains accessible. Looking ahead, the transition will create new opportunities for expanded arts programming, stronger partnerships, and greater alignment with other City facilities such as the Albion Community Centre.
5. **Will the City introduce new programs at The ACT or cease some of its activities?** Current programs and bookings will continue. Over time, the City will work with artists, community groups, and residents to identify opportunities for new programs that reflect community needs and interests. The goal is to build on The ACT's strengths while expanding access and growing cultural opportunities for residents.
6. **Will there be changes to access for communities and arts groups who already use the space?** Existing access for community and arts groups will be maintained. The City is committed to equitable and inclusive use of The ACT and will communicate any future changes well in advance, with input from affected groups to ensure continuity.
7. **How will the City manage the space differently?** The City will bring a dedicated team to oversee operations, ensuring accountability, financial transparency, and alignment with community priorities. Facility management will emphasize community engagement, effective use of space, and opportunities to enhance programming and partnerships.
8. **The Arts Council has complained the City didn't invest enough into the centre and delayed negotiating a new agreement. Was it the City's plan all along to take over The ACT?** No. The City negotiated in good faith with the Arts Council for more than a year to try to reach a renewed agreement. Council ultimately determined that assuming operations was the best way to protect taxpayer investments, maintain transparency, and ensure community access. The City continues to value the Arts Council's contributions and looks forward to future collaboration.
9. **If the Arts Council isn't operating The ACT, what role will they have with the City going forward?** The Arts Council has played an important role in supporting arts and culture in Maple Ridge for more than 20 years. While the City will assume operations of The ACT, we look forward to working with the Arts Council to shape a future role as a community partner in arts and culture, consistent with models across the region.

## Arts Council Draft Budget for 2026

### Notes:

Revenue does not include Non-Profit Charity revenues like grants, fundraising, sponsors and donors that the Arts Council is currently receiving.

Other Grants	\$80,000.00
Fundraising	\$84,000.00
Charity Trust Disbursement	\$51,626.00
	\$215,626.00

The City is currently exploring all eligible grants and will develop robust sponsorship and donor programs to building revenue long term.

City already does lifecycle and capital. Services all HVAC repairs.

### Revenue

Arts Council Presentations	\$219,821.00
Ticket Centre Rev	\$165,532.00
Event Services	\$201,198.00
Arts Learning Programs	\$404,716.00
Art Gallery	\$11,950.00
Rentals	\$438,464.00
	<b>\$1,441,681.00</b>

### Operating Expenses

Arts Council Presentations	\$157,850.00
Ticket Centre	\$2,300.00
Event Services	\$61,957.00
Arts Programs	\$173,974.00

Art Gallery	\$15,685.00
Community Programming	\$27,160.00
Marketing	\$61,576.00
Administration	\$212,034.00
Building	\$162,878.00
Utilities	\$69,685.00
Payroll	\$1,552,029.00
Bank Charges	\$60,049.00
	<b>\$2,557,177.00</b>

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**Net Deficit** **\$1,115,496.00**

**Existing Funding**

Operating Grant	\$750,000.00
Facilities Rental Grant	\$15,000.00
Sub Admissions	\$2,000.00

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**Increase in Operating Costs** **\$348,496.00**



**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**FINANCIAL STATEMENTS**  
**Year Ended June 30, 2024**

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## INDEPENDENT AUDITOR'S REPORT

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To the Members of Maple Ridge and Pitt Meadows Arts Council

### *Opinion*

We have audited the financial statements of Maple Ridge and Pitt Meadows Arts Council (the Society), which comprise the statement of financial position as at June 30, 2024, and the statements of revenues and expenditures, changes in net assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Society as at June 30, 2024, and the results of its operations and cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations (ASNPO).

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Society in accordance with ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Emphasis of Matter - Material Uncertainty Relating to Going Concern*

We draw your attention to Note 10 in the financial statements, which indicates that the City of Maple Ridge has not renewed its operating agreement with the Society during the year ended June 30, 2024. As stated in Notes 10 and 14, these events or conditions indicate that a material uncertainty exists that may cast significant doubt on the Society's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

### *Responsibilities of Management and Those Charged with Governance for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with ASNPO, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Society's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Society or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Society's financial reporting process.

(continues)

Independent Auditor's Report to the Members of Maple Ridge and Pitt Meadows Arts Council (*continued*)

*Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Society's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Society's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Society to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

*Empire CPA*

**EMPIRE, CHARTERED PROFESSIONAL ACCOUNTANTS**

Maple Ridge, BC  
October 28, 2024

**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**Year Ended June 30, 2024**

	2024	2023
<b>REVENUES</b>		
Art gallery	\$ 13,640	\$ 18,138
Arts council presentations	287,280	214,630
Arts programs	388,501	385,801
Event services	211,864	173,431
Fundraising, sponsorships, and donations	115,684	108,804
Investment income	116,308	76,182
Operating grant (Note 10)	816,263	809,065
Other grants and contributions (Note 11)	191,900	408,180
Other revenue	1,594	1,153
Rentals	437,648	551,635
Ticket centre revenue	114,893	102,375
	<b>2,695,575</b>	<b>2,849,394</b>
<b>EXPENDITURES</b>		
Administration	174,631	147,688
Amortization	3,143	6,931
Art gallery	69,340	17,450
Arts council presentations	247,386	161,091
Arts programs	206,352	215,405
Bank charges and interest	43,316	38,158
Building	127,958	110,800
Community programs	20,827	18,178
Contribution to city assets (Note 10)	148,315	52,043
Event services	52,817	44,346
Fundraising	13,360	27,374
Marketing	48,194	43,107
Rent (Note 10)	80,000	80,000
Utilities	68,994	73,274
Wages and benefits	1,297,967	1,145,643
	<b>2,602,600</b>	<b>2,181,488</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 92,975</b>	<b>\$ 667,906</b>

See notes to financial statements

**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**STATEMENT OF CHANGES IN NET ASSETS**  
**Year Ended June 30, 2024**

	2023 Balance	Excess of revenues over expenditures	Internally restricted	Externally restricted	2024 Balance
Invested in Capital Assets	\$ 3,143	\$ (3,143)	\$ -	\$ -	\$ -
Internally Restricted	2,101,111	-	96,118	(1,244,060)	953,169
Externally Restricted	-	-	-	1,244,060	1,244,060
Unrestricted	145,065	96,118	(96,118)	-	145,065
	<b>\$ 2,249,319</b>	<b>\$ 92,975</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,342,294</b>

	2022 Balance	Excess of revenues over expenditures	Internally restricted	Externally restricted	2023 Balance
Invested in Capital Assets	\$ 10,074	\$ (6,931)	\$ -	\$ -	\$ 3,143
Internally Restricted	1,426,274	-	674,837	-	2,101,111
Unrestricted	145,065	674,837	(674,837)	-	145,065
	<b>\$ 1,581,413</b>	<b>\$ 667,906</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,249,319</b>

**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**STATEMENT OF CASH FLOWS**  
**Year Ended June 30, 2024**

	2024	2023
<b>OPERATING ACTIVITIES</b>		
Excess of revenues over expenditures	\$ 92,975	\$ 667,906
Item not affecting cash:		
Amortization of tangible capital assets	3,143	6,931
	96,118	674,837
Changes in non-cash working capital:		
Accounts receivable	(2,084)	25,608
Interest receivable	7,622	(19,729)
Inventory	(1,782)	(1,490)
Prepaid expenses and deposits	9,331	(13,817)
Accounts payable and accrued liabilities	98,057	7,617
Accrued wages payable	14,859	(36,373)
Government agencies payable	21,309	40,390
Deferred revenue	(7,965)	54,469
Deferred contributions related to operations	(54,500)	1,200
	84,847	57,875
Cash flow from operating activities	180,965	732,712
<b>INVESTING ACTIVITIES</b>		
Increase in restricted cash	5,764	(41,249)
Purchase of marketable securities	(1,000,000)	-
Transfer to externally restricted funds	(1,244,060)	-
Cash flow used by investing activities	(2,238,296)	(41,249)
<b>FINANCING ACTIVITY</b>		
Capital improvement fund contributions received	48,720	41,249
<b>INCREASE (DECREASE) IN CASH FLOW</b>	(2,008,611)	732,712
Cash - beginning of year	2,398,246	1,665,534
<b>CASH - END OF YEAR</b>	<b>\$ 389,635</b>	<b>\$ 2,398,246</b>
<b>CASH CONSISTS OF:</b>		
Cash (bank indebtedness)	\$ (135,955)	\$ 1,575,746
Term deposits	525,590	822,500
	<b>\$ 389,635</b>	<b>\$ 2,398,246</b>

See notes to financial statements

**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**STATEMENT OF FINANCIAL POSITION**  
**June 30, 2024**

	2024	2023
<b>ASSETS</b>		
Current		
Cash	\$ 389,634	\$ 2,398,246
Restricted cash (Note 3)	367,093	372,857
Marketable securities (Note 4)	1,000,000	-
Accounts receivable	9,651	7,567
Interest receivable	12,107	19,729
Inventory	9,375	7,593
Prepaid expenses and deposits	42,490	51,821
	1,830,350	2,857,813
Tangible capital assets (Note 5)	-	3,143
Externally restricted fund (Note 6)	1,244,060	-
	\$ 3,074,410	\$ 2,860,956
<b>LIABILITIES AND NET ASSETS</b>		
Current		
Accounts payable and accrued liabilities	\$ 227,116	\$ 129,060
Accrued wages payable	38,239	23,380
Government agencies payable	72,807	51,498
Deferred revenue (Note 7)	70,040	78,005
Deferred contributions related to operations (Note 8)	118,522	173,022
Deferred contributions - capital improvement (Note 9)	205,392	156,672
	732,116	611,637
<b>NET ASSETS</b>		
Invested in capital assets	-	3,143
Internally restricted (Note 12)	953,169	2,101,111
Externally restricted	1,244,060	-
Unrestricted	145,065	145,065
	2,342,294	2,249,319
	\$ 3,074,410	\$ 2,860,956

APPROVED BY THE DIRECTORS

 Director  
 Director

See notes to financial statements

**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**

**NOTES TO FINANCIAL STATEMENTS**

**Year Ended June 30, 2024**

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**1. INCORPORATION AND NATURE OF THE ORGANIZATION**

Maple Ridge and Pitt Meadows Art Council (the "Society") was incorporated under the authority of the Societies Act (formerly the Society Act) of British Columbia as a not-for-profit organization and is a registered charity, and thus is exempt from income taxes under the Income Tax Act ("the Act"). In order to maintain its status as a registered not-for-profit under the Act, the Society must meet certain requirements within the Act. In the opinion of management these requirements have been met.

The Society's purpose and its intended community of service is to develop, promote, and celebrate the arts in Maple Ridge and Pitt Meadows.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations set out in Part III of the CPA Canada Handbook - Accounting, as issued by the Accounting Standards Board in Canada, and include the following significant accounting policies:

**Revenue recognition**

The Society follows the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Restricted investment income is recognized as revenue in the year in which the related expenses are incurred. Unrestricted investment income is recognized as revenue when earned.

Operating grant, theatre, ticket centre, event services, arts programs, art gallery, and rental revenues are recognized as revenue when the services are provided or product is delivered and collection is reasonably assured.

**Cash and cash equivalents**

Cash and cash equivalents include balances with banks and short-term investments with maturities of three months or less or provide for early redemption. Cash subject to restrictions that prevent its use for current purposes is included in restricted cash.

**Accounts receivable**

Accounts receivable are stated net of an allowance for doubtful accounts. Management regularly reviews aged accounts receivable balances and an allowance for doubtful accounts are setup for balances that are deemed as not recoverable by Management.

**Inventory**

Inventory is valued at the lower of cost and net realizable value. Cost is determined on a first-in, first-out method. Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and selling costs.

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**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**NOTES TO FINANCIAL STATEMENTS**  
**Year Ended June 30, 2024**

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Tangible capital assets**

Purchased capital assets are recorded at cost. Amortization is provided using the following method at rates intended to amortize the cost over its estimated useful life at the following rates and methods:

Computer equipment	55% declining balance method
Furniture and fixtures	20 years straight-line method
Grand Piano	20 years straight-line method

**Government assistance**

Government assistance relating to subsidies is recorded as revenue in the period to which the subsidy applies once there is reasonable assurance that the Society will meet the eligibility criteria, the government support will be received and the amount to be received is measurable

**Contributed services**

Several members of the community contribute volunteer hours each year organizing and helping the administration of the Society's activities. These contributed services have not been recognized in the financial statements.

**Use of estimates**

The preparation of financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the period.

Accounts receivable are stated after evaluation as to their collectability and an appropriate allowance for doubtful accounts is provided where considered necessary. Provisions are made for slow moving and obsolete inventory. Amortization is based on the estimated useful lives of capital assets.

By their nature, these judgments are subject to measurements uncertainty, and the effect on the financial statements of changes in such estimates and assumptions in future years could be material. These estimates and assumptions are reviewed periodically and, as adjustments become necessary they are reported in excess of revenues over expenses in the years in which they become known.

**Financial instruments**

The Society recognizes financial instruments when the Society becomes party to the contractual provisions of the financial instrument.

Financial instruments originated/acquired or issued/assumed in an arm's length transaction (arm's length financial instruments") are initially recorded at their fair value.

At initial recognition, the Society may irrevocably elect to subsequently measure any arm's length financial instrument at fair value. The Society has not made such an election during the year.

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**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**NOTES TO FINANCIAL STATEMENTS**  
**Year Ended June 30, 2024**

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Financial asset impairment**

The Society assesses impairment of all its financial assets measured at cost or amortized cost. The Society groups assets for impairment testing when available information is not sufficient to permit identification of each individually impaired financial asset in the group. Management considers whether the issuer is having significant financial difficulty; whether there has been a breach in contract, such as a default or delinquency in interest or principal payments etc. in determines whether it has resulted in a significant adverse change in the expected timing or amount of future cash flows during the year.

Any impairment, which is not considered temporary, is included in current year excess of revenue over expenses.

The Society reverses impairment losses on financial assets when there is a decrease in impairment and the decrease can be objectively related to an event occurring after the impairment loss was recognized. The amount of the reversal is recognized in excess of revenue over expenses in the year the reversal occurs.

**3. RESTRICTED CASH**

Restricted cash consists of:

	2024	2023
<b>Internally restricted cash</b>		
Board designated funds (Note 12)	\$ 104,185	\$ 104,185
<b>Externally restricted cash</b>		
BC Arts Council	15,000	15,000
Capital Improvement Fund (Note 9)	205,392	156,672
Externally restricted gaming funds	42,516	97,000
	262,908	268,672
<b>Grand total</b>	<b>\$ 367,093</b>	<b>\$ 372,857</b>

**4. MARKETABLE SECURITIES**

Marketable securities consists of money market funds.

**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**NOTES TO FINANCIAL STATEMENTS**  
**Year Ended June 30, 2024**

**5. TANGIBLE CAPITAL ASSETS**

	Cost	Accumulated amortization	2024 Net book value	2023 Net book value
Computer equipment	\$ 10,102	\$ 10,102	\$ -	\$ 1,768
Furniture and fixtures	5,761	5,761	-	-
Grand Piano	27,500	27,500	-	1,375
	<b>\$ 43,363</b>	<b>\$ 43,363</b>	<b>\$ -</b>	<b>\$ 3,143</b>

**6. EXTERNALLY RESTRICTED FUND**

The Externally Restricted Fund includes funds held by Aqueduct Foundation (the "Foundation"). The Foundation is the owner of the Fund and holds the fiduciary and legal responsibility for the administration of the Fund. The Fund will be invested in accordance with the relevant policies of the Foundation. The Foundation is required to grant a minimum annual amount of 4.0% of the Fund's balance at the end of each full calendar year (January 1 through December 31). As the fund was established on June 25, 2024, no amounts have been dispersed during the 2024 fiscal year.

**7. DEFERRED REVENUE**

	2024	2023
Gift certificates	\$ 15,293	\$ 15,162
Other	6,500	2,500
Rental	24,142	27,929
Ticket sales	24,105	32,414
	<b>\$ 70,040</b>	<b>\$ 78,005</b>

**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**NOTES TO FINANCIAL STATEMENTS**  
**Year Ended June 30, 2024**

**8. DEFERRED CONTRIBUTIONS RELATED TO OPERATIONS**

Deferred contributions related to operations consists of funding received for programs and expenses for the following year.

	2024	2023
BC Arts Council	\$ 15,000	\$ 15,000
Community gaming	42,500	97,000
Other	61,022	61,022
	<b>\$ 118,522</b>	<b>\$ 173,022</b>

**9. DEFERRED CONTRIBUTIONS - CAPITAL IMPROVEMENT FUND**

The Society has established a capital improvement fund, the purpose of which is to fund the purchase and maintenance of property and equipment used to operate the Arts Centre. During the year, the Society collected \$48,720 (2023 - \$41,249) of restricted contributions for the fund through a fee added to the price of certain event tickets. Prior to the establishment of the capital improvement fund in 2010, the funds collected were unrestricted and reported as revenue in the year collected. The Board of Directors internally restricted those prior year funds (see Note 12).

These externally restricted contributions will be recognized as revenue when expenses are recorded related to the use of these funds on the purchase or maintenance of equipment or, the Board deems their use is prudent, based on the fund balance. During the year, the Society used \$Nil (2023 - \$Nil) of these funds to ensure the growth of the fund after depletion due to reduced operations during the pandemic. The Board has opted to utilize a portion of the internally restricted funds for the current year's expenditures.

**10. OPERATING AGREEMENT**

On January 1, 2021, the Society renewed their operating agreement (the "agreement") with the City of Maple Ridge (the "City"), whereby the Society receives monies from the City to manage and operate the ACT Arts Centre (the "Arts Centre").

This agreement and the original agreement provide for the following expected operating grants and lease charges with the City until December 31, 2023, assuming the agreement is not terminated earlier by either party:

	Operating grant	Lease charges	Net
January 1, 2021 - June 30, 2021	\$ 393,876	\$ (40,000)	\$ 353,876
July 1, 2021 - June 30, 2022	794,809	(80,000)	714,809
July 1, 2022 - June 30, 2023	809,065	(80,000)	729,065
July 1, 2023 - December 31, 2023	408,132	(40,000)	368,132
	<b>\$ 2,405,882</b>	<b>\$ (240,000)</b>	<b>\$ 2,165,882</b>

(continues)

**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**NOTES TO FINANCIAL STATEMENTS**  
**Year Ended June 30, 2024**

**10. OPERATING AGREEMENT (continued)**

The lease and other agreements between the City and the Society for operation of The Arts Centre terminated at the end of its latest term, on December 31, 2023, without a renewed term agreement in place. This has resulted in both parties being in an overholding status (month-by-month), which allows either party to terminate the relationship with 30 days' notice. During the overholding period, the City has continued the operating grant at the levels of the previous term agreement (January - June 2024 - \$408,132). A new agreement can be put into place with the agreement of both parties. It is unclear at this time what the City's intention is with regards to the agreements and the Arts Centre continued operation of the facility.

Under the terms of the agreement all equipment used in the operation of the Arts Centre is the property of the City except for the grand piano and specific equipment which has been identified as the property of the Society. During the year the Society expensed \$148,315 (2023 - \$52,043) on various equipment that now belongs to the City and, accordingly, has been recorded as an expense in these financial statements.

The agreement requires the Society to make certain equipment reserve and surplus sharing payments to the Arts Centre Equipment Reserve (ACER) controlled and maintained by the City, when the Society's accumulated surplus exceeds \$350,000 and there is an annual surplus as defined in the agreement. The ACER was established to provide for the future Arts Centre capital additions and replacement. According to the formula, no payments were required to be made by the Society to the ACER in fiscal 2024 or 2023.

Under the terms of the agreement, all monies received or fundraised by the Society remain assets of the Society. During the year the Society received or fundraised \$307,584 (2023 - \$516,984) which comprised of the following:

	2024	2023
Fundraising, sponsorships, and donations	\$ 115,684	\$ 108,804
Other grants and contributions	191,900	408,180
	<b>\$ 307,584</b>	<b>\$ 516,984</b>

**11. OTHER GRANTS AND CONTRIBUTIONS**

	2024	2023
BC Arts Council	\$ 21,063	\$ 230,080
BC Gaming	122,211	97,000
Canadian Heritage	37,126	53,700
Other Grants	11,500	27,400
	<b>\$ 191,900</b>	<b>\$ 408,180</b>

## MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL

### NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2024

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#### 12. RESTRICTIONS ON NET ASSETS

The internally restricted net assets of \$953,169 (2023 - \$2,101,111) which consists of (i) \$104,185 (2023 - \$104,185) held for operational support purposes, and (ii) \$848,984 (2023 - \$1,996,926) which is restricted by the Board of Directors for the use of operating activities. The Society cannot use these internally restricted amounts for other purposes without the approval of the Board of Directors. In keeping with the current Board approved investment policy, the Society is required to maintain an Operating Reserve of a minimum of 6 months to a maximum of 18 months of the annual operating budget's total expenses. The Board has opted to utilize a portion of the internally restricted funds for the current year's operational expenditures.

#### 13. DISCLOSURE OF DIRECTOR AND EMPLOYEE COMPENSATION

During the year, the Society paid remuneration of \$209,932 to two employees in 2024 (2023 - \$205,593 to two employees) in excess of \$75,000. In addition, no remuneration was paid to any members of the Board of Directors.

#### 14. ECONOMIC DEPENDENCE

The Society's largest source of revenue in 2024 was earned income, primarily comprised of rentals, ticketing and registration fees. Government grants accounted for 37% of revenues. The operating grant from the City of Maple Ridge constituted 30% of operating revenue in 2024. The Society's Operating Reserve were established due to the significant pandemic grant support provided by the Federal and Provincial granting bodies for the Society to ensure sustainability. The Society's long-term ability to operate the ACT Arts Centre is dependent on securing a renewed municipal operating agreement and other annual and multi-year government grants.

#### 15. FINANCIAL INSTRUMENTS

The Society is exposed to various risks through its financial instruments and has a comprehensive risk management framework to monitor, evaluate and manage these risks. The following analysis provides information about the Society's risk exposure and concentration as of June 30, 2024.

##### **Credit risk**

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Society's main credit risk relates to its accounts receivable. The Society assesses the credit worthiness of the entities comprising amounts receivable, and provide allowances for amounts potentially uncollectible.

##### **Interest rate risk**

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. Changes in market interest rates may have an effect on the cash flows associated with some financial assets and liabilities, known as cash flow risk, and on the fair value of other financial assets or liabilities, known as price risk.

The Society is exposed to interest rate cash flow risk with respect to its marketable securities.

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**MAPLE RIDGE AND PITT MEADOWS ARTS COUNCIL**  
**NOTES TO FINANCIAL STATEMENTS**  
**Year Ended June 30, 2024**

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**15. FINANCIAL INSTRUMENTS** *(continued)*

**Liquidity risk**

Liquidity risk is the risk that the Society will encounter difficulty in meeting obligations associated with financial liabilities. The Society's exposure to liquidity risk is dependent on the sale of services, collection of accounts receivable, purchasing commitments and obligations or raising funds to meet commitments and sustain operations.

