



CITY COUNCIL MEETING A G E N D A

Monday, March 21, 2022, 5:00 p.m.
Council Chamber, City Hall
4949 Canada Way, Burnaby, BC

	Pages
1. <u>CALL TO ORDER</u>	
2. <u>MINUTES</u>	
2.1. Open Council Meeting held 2022 March 07	6
2.2. Parcel Tax Roll Review Panel held 2022 March 09	20
3. <u>PROCLAMATION</u>	
3.1. Purple Day (2022 March 26)	23
4. <u>DELEGATIONS</u>	
4.1. Forest Science, Planning and Practices Branch, BC - Re: Lymantria Moth Eradication Program	24
<u>Speaker:</u> Tim Ebata, Provincial Forest Entomologist	
4.2. Katy Alkins-Jang - Re: Proposed Zoning Changes within Royal Oak Plan	27
<u>Speaker:</u> Katy Alkins-Jang	
5. <u>REPORTS</u>	
5.1. Financial Management Committee - Re: Amendments to Burnaby Routine Transaction Authority Bylaw 1999	28
5.2. Financial Management Committee - Re: Contract Award - Confederation Park Community Centre Project (Phase Two)	32

5.3.	Financial Management Committee - Re: Engineering Capital Project Status Update	36
5.4.	Financial Management Committee - Re: Supplementary Utility Fees Annual Declaration Program Update	42
5.5.	Financial Management Committee - Re: City Hall Washroom Suitability Upgrade Project - Update	47
5.6.	Financial Management Committee - Re: Major Civic Building Projects Status Update	53
5.7.	Parks, Recreation and Culture Commission - Re: 2022 Golf Fees Bylaw	64
5.8.	Parks, Recreation and Culture Commission - Re: Burnaby Festival of Learning	81
5.9.	Parks, Recreation and Culture Commission - Re: Special Outdoor Events 2022	87
5.10.	Chief Administrative Officer's Report, 2022 March 21	90

6. CHIEF ADMINISTRATIVE OFFICER'S REPORTS

6.1.	CONTRACT AWARD - WRIGHT STREET UTILITIES AND ROAD UPGRADES	92
	Purpose: To obtain Council approval to award a contract for the Wright Street Utilities and Road Upgrades project.	
6.2.	REZONING REFERENCES #17-34, #17-39, #18-21 AND #18-23 AND THE PHASED DEVELOPMENT AGREEMENT BYLAW - (6433 MCKAY AVENUE AND 6366 CASSIE AVENUE, 6444 SILVER AVENUE, 4355 MAYWOOD STREET, AND 6630 TELFORD AVENUE) - RESPONSE TO ISSUES RAISED AT PUBLIC HEARING	94
	Purpose: To provide further information on the issues raised at the Public Hearing for Rezoning References #17-34, #17-39, #18-21 and #18-23 and the related Phased Development Agreement (PDA).	
6.3.	ROAD CLOSURE REFERENCE #21-03 - BEVAN LANDS X- REFERENCES: SUBDIVISION #20-41, #21-16 - REZONING #16-39, 19-59, 20-17, 22-04 - PROPOSED CLOSURE OF A PORTION OF STRIDE AVENUE, FENWICK STREET AND 15TH AVENUE AND BEVAN STREET REAR LANE	107
	Purpose: To obtain Council authority to introduce a Burnaby Highway Closure Bylaw for the closure of a portion of Stride Avenue, Fenwick	

Street, 15th Avenue and Bevan Street rear lane.

- 6.4. REZONING REFERENCE #21-06 - NEW SOUND STAGE WITH OFFICE AND WORKSHOP SPACE 111

Purpose: To seek Council authorization to forward this application to a Public Hearing on 2022 April 26.

- 6.5. REZONING REFERENCE #21-22 - HIGH-RISE APARTMENT BUILDING WITH STREET-FRONTING LIVE/WORK TOWNHOUSES - BRENTWOOD TOWN CENTRE DEVELOPMENT PLAN 117

Purpose: To seek Council authorization to forward this application to a Public Hearing on 2022 April 26.

- 6.6. REZONING REFERENCE #21-35 - LICENSED CHILDCARE FACILITY 132

Purpose: To seek Council authorization to forward this application to a Public Hearing on 2022 April 26.

- 6.7. REZONING REFERENCE #21-42 - GOVERNMENT CANNABIS STORE 137

Purpose: To seek Council authorization to forward this application to a Public Hearing on 2022 April 26.

7. BYLAWS

7.1. SECOND READING

- 7.1.1. **#14401 - Burnaby Phased Development Agreement (Belford Properties) Bylaw 2021** 145

A bylaw to enter into a Phased Development Agreement in respect to Rezoning References #17-34 , 17-39, 18-21 and 18-23 (Metrotown Downtown Plan Area)

(Item 5.5, CAO's Report, Council 2021 November 22)

- 7.1.2. **#14402 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 36, 2021 - Rez. 18-23 (6630 Telford Avenue)** 202

Purpose: to permit the future construction of two high-density rental apartment buildings fronting Telford Avenue, in accordance with the terms specified in a proposed Phased Development Agreement (PDA) bylaw

(Item 5.9, CAO's Report, Council 2021 November 22)

- 7.1.3. **#14403 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 37, 2021 - Rez. 17-34 (6433 McKay Avenue and 6366 Cassie Avenue)** 205

Purpose: to permit the construction of a single high-rise apartment building with townhouses fronting Cassie and McKay Avenues, in accordance with the terms specified in a proposed Phased Development Agreement (PDA) bylaw

(Item 5.6, CAO's Report, Council 2021 November 22)

- 7.1.4. **#14404 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 38, 2021 - Rez. 17-39 (6444 Silver Avenue)** 208

Purpose: to permit the future construction of a single high-rise apartment building with townhouses fronting Silver Avenue, in accordance with the terms specified in a proposed Phased Development Agreement (PDA) bylaw

(Item 5.7, CAO's Report, Council 2021 November 22)

- 7.1.5. **#14405 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No.39, 2021 - Rez. 18-21 (4355 Maywood Street)** 211

Purpose: to permit the future construction of a single high-rise apartment building with a residential podium and a neighbourhood commercial space on the corner of Maywood Street and Silver Avenue, in accordance with the terms specified in a proposed Phased Development Agreement (PDA) bylaw

(Item 5.8, CAO's Report, Council 2021 November 22)

7.2. RECONSIDERATION AND FINAL ADOPTION

- 7.2.1. **#14368 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 22, 2021 - Rez. #20-38 (7300 Market Crossing)** 214

Purpose: to permit a government cannabis store within an existing commercial retail unit (CRU)

(Item 6.6., CAO's Report, Council 2021 September 27)

Memorandum - GM Planning & Development - 2022 March 16

- 7.2.2. **#14418 - Burnaby Highway Closure Bylaw No. 3, 2021** 219

(Road Closure #21-02)

The purpose of the proposed bylaw is to close certain portions of highway – closure of a portion of lane between 7510, 7516, 7526, 7536 Kingsway, 7404 16th Avenue and 7417 15th Avenue (portion of road (lane) dedicated by Plan 3035 in Block 28, District Lot 29, Group 1, New Westminster District containing 775.4m²) as shown outlined on Reference Plan EPP116272, prepared by Gary N. Holme, B.C.L.S.

(Item 6.11., Manager's Report, Council 2021 March 29)

7.2.3. #14434 - Burnaby Automated Vote Counting System Bylaw, Amendment Bylaw No. 1, 2022 222

A bylaw to amend Automated Vote Counting system Bylaw to establish mail ballot counting procedures

(Item 6.2., CAO's Report, Council 2022 February 28)

7.2.4. #14435 - Burnaby Voting Opportunities Bylaw 2020, Amendment Bylaw No. 1, 2022 225

A bylaw to amend Voting Opportunities Bylaw to establish procedures for mail ballot voting

(Item 6.2., CAO's Report, Council 2022 February 28)

8. NEW BUSINESS & INQUIRIES

9. ADJOURNMENT



COUNCIL MEETING

MINUTES

Monday, March 7, 2022, 5:00 p.m.
Council Chamber, City Hall
4949 Canada Way, Burnaby, BC

PRESENT: His Worship, Mayor Mike Hurley
 Councillor Pietro Calendino
 Councillor Sav Dhaliwal
 Councillor Mike Hillman
 Councillor Colleen Jordan (*participated electronically*)
 Councillor Joe Keithley
 Councillor James Wang

ABSENT: Councillor Alison Gu
 Councillor Dan Johnston

STAFF: Mr. Leon Gous, Chief Administrative Officer
 Mr. Dipak Dattani, General Manager Corporate Services
 Mr. James Lota, General Manager Engineering
 Mr. Bob Klimek, Deputy General Manager Finance
 Mr. May Phang, Deputy General Manager Engineering (*participated electronically*)
 Mr. Dave Ellenwood, General Manager Parks, Recreation & Cultural Services
 Mr. Ed Kozak, General Manager Planning & Development
 Mr. Dave Critchley, General Manager Community Safety
 Ms. May Leung, City Solicitor
 Ms. Anita Bhandari, Chief Human Resources Officer (*participated electronically*)
 Ms. Lee-Ann Garnett, Deputy General Manager Planning & Development
 Mr. Johannes Schumann, Director Development & Urban Design
 Ms. Blanka Zeinabova, City Clerk
 Ms. Kathryn Matts, Administrative Officer 2

1. **CALL TO ORDER**

His Worship, Mayor Mike Hurley, called the Open meeting to order at 5:00 p.m. and conducted the roll call. Councillor Jordan participated electronically.

MOVED BY COUNCILLOR HILLMAN
SECONDED BY COUNCILLOR KEITHLEY

THAT the Open Council meeting reconvene at 5:00 p.m.

CARRIED UNANIMOUSLY

His Worship, Mayor Mike Hurley, recognized the ancestral and unceded homelands of the hən̓q̓əmi̓ñəḥ̓ and Sk̓wx̓wú7mesh speaking peoples, and extended appreciation for the opportunity to hold a meeting on this territory.

2. **MINUTES**

2.1 **Open Council Meeting held 2022 February 28**

MOVED BY COUNCILLOR KEITHLEY
SECONDED BY COUNCILLOR CALENDINO

THAT the minutes of the Open Council meeting held on 2022 February 28 be now adopted.

CARRIED UNANIMOUSLY

3. **DELEGATIONS**

3.1 **Burnaby Board of Trade - Re: Buy Local**

**Speakers: Paul Holden, President & CEO and
Cory Redekop, Director Policy & Stakeholder Relations**

Mr. Paul Holden, President and CEO, and **Mr. Cory Redekop**, Director Policy and Stakeholder Relations, Burnaby Board of Trade, appeared before Council advising that the Buy Local Burnaby campaign aims to not only encourage people to shop locally, but to make it easy to do so, with an online directory of over 1,000 businesses of all types, and videos showcasing the city's unique shopping districts from the Heights, to Edmonds, to a made-in-Burnaby brewery tour.

3.2 Burnaby Primary Care Networks - Re: Poverty Reduction Strategy

Speakers: Jeff Malmgren and Simone Brandl

Mr. Jeff Malmgren and **Ms. Simone Brandl**, representing Burnaby Primary Care Network, appeared before Council via Zoom providing information regarding increased poverty, and seeking the City's support of a poverty reduction strategy for Burnaby. The delegation advised that the strategy actions should include social needs assessment, living wage zones, low-barrier employment hubs, social enterprise zones, poverty measurement tools, and collaborative action plan.

In conclusion, the delegation requested that the City consider undertaking the development of a City-led Strategy for Poverty Reduction in Burnaby, and ensuring the necessary resources to complete the work.

MOVED BY COUNCILLOR DHALI WAL

SECONDED BY COUNCILLOR CALENDINO

THAT the delegation's presentation be **REFERRED** to the Social Planning Committee.

CARRIED UNANIMOUSLY

3.3 Joe Sulmona - Re: Burnaby Housing's Missing Middle - Bainbridge East and Beyond

Speaker: Joe Sulmona

Mr. Joe Sulmona appeared before Council regarding Missing Middle housing solutions in Bainbridge area. The speaker noted that the Missing Middle - small footprint buildings, lower perceived density, and ground-oriented design (i.e. duplexes, carriage houses, fourplexes, multiplexes, townhouses, etc.) - are the same scale as current large single-family homes, and ideal for the large lots in Bainbridge East. This approach lessens neighbourhood disruption and speeds up transition of aging housing into more family-oriented units with an overall similar footprint. The outcome will be more family-affordable ground-oriented units, yet this shift will only work with better local transit that connects to SkyTrain for longer trips. It was noted that the residents support the Missing Middle solution.

In conclusion, Mr. Sulmona advised that with accelerating regional growth targets, the City will need to do way more and pursue early actions.

4. **REPORTS**

4.1 **Community Heritage Commission - Re: City of Burnaby Archives Annual Report 2021**

The Community Heritage Commission presented the 2021 Annual Report of the City of Burnaby Archives.

The Community Heritage Commission recommended:

1. THAT Council receive the report for information.

MOVED BY COUNCILLOR DHALIWAL
SECONDED BY COUNCILLOR JORDAN

THAT the recommendation of the Community Heritage Commission be adopted.

CARRIED UNANIMOUSLY

4.2 **Executive Committee of Council - Re: 2022 Local Government Election Advance, General Voting and Training Pay Rates**

The Executive Committee of Council submitted a report seeking Council authorization to establish advance, general voting and training pay rates for the 2022 Local Government Election.

The Executive Committee of Council recommended:

1. THAT Council approve the 2022 Local Government Election Advance, General Voting and Training Pay Rates.

M MOVED BY COUNCILLOR WANG
SECONDED BY COUNCILLOR JORDAN

THAT the recommendation of the Executive Committee of Council be adopted.

CARRIED UNANIMOUSLY

4.3 **Executive Committee of Council - Re: Community Grant Application**

The Executive Committee of Council submitted a report recommending the following grant for Council consideration:

#22.04.O - DENIED - Royal Canadian Legion Branch #148 (Operating Grant)

The Executive Committee of Council recommended:

1. THAT Council approve the grant recommendation, as outlined in the report.

MOVED BY COUNCILLOR HILLMAN
SECONDED BY COUNCILLOR KEITHLEY

THAT the recommendation of the Executive Committee of Council be adopted.

CARRIED UNANIMOUSLY

4.4 Executive Committee of Council - Re: Civic Innovation Lab Society

The Executive Committee of Council submitted a report seeking Council approval to establish a formal research partnership with the Simon Fraser University through the formation of a jointly controlled non-profit Society.

The Executive Committee of Council recommended:

1. THAT Council approve the formal research partnership with Simon Fraser University through the formation of a jointly controlled, non-profit Society whose mandate would be to research and develop innovative solutions to civic issues and challenges, in addition to providing educational advancement through collaborative learning and research opportunities.
2. THAT Council approve the draft constitution of the Civic Innovation Lab Society ("the Society") with representatives of the City of Burnaby ("the City") designated as two of the four First Directors.
3. THAT Council approve \$175,000 from the Gaming Reserve to fund the secondment of a City FTE ("Full-time Equivalent"), and contribution towards administrative support, office space and supplies.

MOVED BY COUNCILLOR KEITHLEY
SECONDED BY COUNCILLOR CALENDINO

THAT the recommendations of the Executive Committee of Council be adopted.

CARRIED UNANIMOUSLY

4.5 Planning and Development Committee - Re: Bainbridge Urban Village Community Plan: Phase 3 Draft Plan and Public Consultation

The Planning and Development Committee submitted a report summarizing input received from Phase 2 of the Bainbridge Urban Village Community Plan public consultation process, and seeking Council endorsement of the draft Bainbridge Plan, as a basis to undertake Phase 3 public consultation.

The Planning and Development Committee recommended:

1. THAT Council endorse the draft Bainbridge Plan, as a basis for receiving Phase 3 public input, as outlined in the report.
2. THAT Council authorize staff to undertake the Phase 3 public consultation process, as outlined in the report.

MOVED BY COUNCILLOR DHALIWAL

SECONDED BY COUNCILLOR JORDAN

THAT the recommendations of the Planning and Development Committee be adopted.

Staff provided a PowerPoint presentation summarizing items 4.5. and 4.6.

CARRIED UNANIMOUSLY

4.6 Planning and Development Committee - Re: Lochdale Urban Village Community Plan: Phase 3 Draft Plan and Public Consultation

The Planning and Development Committee submitted a report summarizing input received from Phase 2 of the Lochdale Urban Village Community Plan public consultation process, and seeking Council endorsement of the draft Lochdale Plan, as a basis to undertake Phase 3 public consultation.

The Planning and Development Committee recommended:

1. THAT Council endorse the draft Lochdale Plan, as a basis for receiving Phase 3 public input, as outlined in the report.
2. THAT Council authorize staff to undertake the Phase 3 public consultation process, as outlined in the report.

MOVED BY COUNCILLOR DHALIWAL

SECONDED BY COUNCILLOR HILLMAN

THAT the recommendations of the Planning and Development Committee be adopted.

CARRIED UNANIMOUSLY

4.7 Planning and Development Committee - Re: Bevan Lands Development - Project Update - Non-Market, Median Market, and Market Rental Apartments and Townhouses - Edmonds Town Centre Plan

The Planning and Development Committee submitted a report seeking Council authorization to permit an alternate development approach to the Bevan Lands while still achieving the desired housing program.

The Planning and Development Committee recommended:

1. THAT Council authorize the two portions of the Bevan Lands to be developed independently, as described in the report.
2. THAT Council authorize the planning, design, and construction of rental apartments on the apartment portion of the Bevan Lands to be undertaken by contractors selected by the City's selected non-market housing operator, as described in the report.
3. THAT the Planning and Development Department be authorized to continue to work with Mosaic Homes towards the preparation of a suitable plan of development for Rezoning Reference #22-04 for presentation to a Public Hearing on the understanding a more detailed report will be submitted at a later date.
4. THAT a copy of this report be sent to the Community Land Trust and to Mosaic Homes.

MOVED BY COUNCILLOR HILLMAN
SECONDED BY COUNCILLOR KEITHLEY

THAT the recommendations of the Planning and Development Committee be adopted.

CARRIED UNANIMOUSLY

4.8 Planning and Development Committee - Re: Establishment of a Community Garden Program

The Planning and Development Committee submitted a report seeking Council approval to establish a community garden program in Burnaby on City-owned lands.

The Planning and Development Committee recommended:

1. THAT Council approve the proposed process and funding strategy for the establishment of a community garden program on City-owned lands including the creation of a pilot program for two sites, as outlined in the report.
2. THAT a copy of the report be forwarded to the Parks, Recreation and Culture Commission, Financial Management Committee, Environment Committee, and the Social Planning Committee for information.
3. THAT a copy of the report be sent to Mr. Jugoslav Bajkin at 4540 Wayburne Drive, Burnaby, BC, V5G 3V9.

MOVED BY COUNCILLOR KEITHLEY

SECONDED BY COUNCILLOR CALENDINO

THAT the recommendations of the Planning and Development Committee be adopted.

CARRIED UNANIMOUSLY

4.9 Planning and Development Committee - Re: 2021 Census of Population - Initial Release - 2021 Metro Vancouver Growth Projections

The Planning and Development Committee submitted a report providing highlights from two recent data releases that will inform the Official Community Plan update: the initial release of the 2021 Census of Population and the 2021 Metro Vancouver Growth Projections.

The Planning and Development Committee recommended:

1. THAT Council receive the report for information.

MOVED BY COUNCILLOR DHALIWAL

SECONDED BY COUNCILLOR KEITHLEY

THAT the recommendation of the Planning and Development Committee be adopted.

CARRIED UNANIMOUSLY

4.10 Chief Administrative Officer's Report, 2022 March 07

The Chief Administrative Officer submitted a report dated 2022 March 07 on the following matters:

5. **CHIEF ADMINISTRATIVE OFFICER'S REPORTS**

5.1 **2022 UBCM RESOLUTIONS**

The Chief Administrative Officer submitted a report from the General Manager Planning and Development presenting resolutions for submission to the 2022 Lower Mainland Local Government Association (LMLGA) Annual General Meeting and the Union of BC Municipalities (UBCM) Convention.

The Chief Administrative Officer recommended:

1. THAT Council endorse the new resolutions outlined in Section 3.0 of the report for submission to the 2022 LMLGA AGM and the 2022 UBCM Convention.
2. THAT staff be authorized to forward a copy of the report, accompanied by any applicable background reports and information, to the UBCM, located at Suite 60 - 10551 Shellbridge Way, Richmond, BC V6X 2W9.
3. THAT copies of the report be forwarded for information to Burnaby MLAs.

MOVED BY COUNCILLOR WANG

SECONDED BY COUNCILLOR DHALIWAL

THAT the recommendations of the Chief Administrative Officer be adopted.

CARRIED UNANIMOUSLY

5.2 **CONTRACT EXTENSION - THEMED IMMERSIVE ENVIRONMENTS FOR HALLOWEEN SPECIAL EVENT AT BURNABY VILLAGE MUSEUM**

The Chief Administrative Officer submitted a report from the Deputy Chief Administrative Officer / Chief Financial Officer seeking Council approval for a one year contract extension for Themed Immersive Environments for Halloween Special Event at Burnaby Village Museum.

The Chief Administrative Officer recommended:

1. THAT Council approve a one year contract extension to EOS Lightmedia Corporation in the amount of \$409,615.45, including GST and PST in the amount of \$43,887.37 for Themed Immersive Environments, as outlined in the report. Final payment will be based on actual quantity of goods and services purchased.

MOVED BY COUNCILLOR HILLMAN
SECONDED BY COUNCILLOR KEITHLEY

THAT the recommendation of the Chief Administrative Officer be adopted.

CARRIED UNANIMOUSLY

6. RELEASE OF CLOSED MEETING DECISIONS

**6.1 Planning and Development Committee - Re: Grosvenor Brentwood
Conceptual Master Plan - Brentwood Town Centre**

The Planning and Development Committee submitted a report regarding the preliminary concepts and vision for the Grosvenor Brentwood Conceptual Master Plan in the Brentwood Town Centre, as a basis for receiving community input.

The Planning and Development Committee recommended:

1. THAT Council receive the report for information.

MOVED BY COUNCILLOR KEITHLEY
SECONDED BY COUNCILLOR CALENDINO

THAT the recommendation of the Planning and Development Committee be adopted.

CARRIED UNANIMOUSLY

**6.2 Executive Committee of Council - Re: Naming of Burnaby Mountain
Restaurant**

The Executive Committee of Council submitted a report providing the new name for the restaurant on Burnaby Mountain (formerly Horizon's Restaurant) as Mintara Restaurant on Burnaby Mountain.

The Executive Committee of Council recommended:

1. THAT the report be received for information.

MOVED BY COUNCILLOR KEITHLEY
SECONDED BY COUNCILLOR CALENDINO

THAT the recommendation of the Executive Committee of Council be adopted.

CARRIED UNANIMOUSLY

His Worship, Mayor Hurley advised that the word “Mintara” comes from the Ainu language, not Japanese, as noted in the report. The Ainu are an indigenous people from the northern region of the Japanese Archipelago.

7. **BYLAWS**

7.1 **FIRST READING**

7.1.1 #14429 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 2, 2022 - Rez. #19-11 (5025 North Fraser Way)

7.1.2 #14430 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 3, 2022 - Rez. #20-12 (4803 Canada Way)

7.1.3 #14431 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 4, 2022 - Rez. #19-53 (6632, 6660 and 6692 Royal Oak Avenue)

7.1.4 #14432 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 5, 2022 - Rez. #20-36 (5044 and 5056 Imperial Street)

7.1.5 #14433 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 6, 2022 - Rez. #20-27 (6877, 6891, 6913, 6939 and 6945 Palm Avenue)

MOVED BY COUNCILLOR WANG

SECONDED BY COUNCILLOR DHALIWAL

THAT the Bylaw No. 14429, 14430, 14431, 14432 and 14433 be now introduced and read a first time.

DIVIDED

MOVED BY COUNCILLOR DHALIWAL

SECONDED BY COUNCILLOR CALENDINO

THAT the Bylaw No. 14429, 14430, 14431 and 14432 be now introduced and read a first time.

CARRIED UNANIMOUSLY

MOVED BY COUNCILLOR DHALIWAL
SECONDED BY COUNCILLOR KEITHLEY

THAT the Bylaw No. 14433 be now introduced and read a first time.

CARRIED
(Opposed: Councillor Jordan)

7.2 FIRST, SECOND AND THIRD READING

7.2.1 #14425 - Burnaby Highway Closure Bylaw No. 1, 2022

7.2.2 #14434 - Burnaby Automated Vote Counting System Bylaw, Amendment Bylaw No. 1, 2022

7.2.3 #14435 - Burnaby Voting Opportunities Bylaw 2020, Amendment Bylaw No. 1, 2022

MOVED BY COUNCILLOR WANG
SECONDED BY COUNCILLOR CALENDINO

THAT the Bylaw No. 14425, 14434 and 14435 be now introduced and read three times.

CARRIED UNANIMOUSLY

7.3 SECOND READING

7.3.1 #14382 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 25, 2021 - Rez. #19-00062 (3550 Wayburne Drive)

MOVED BY COUNCILLOR WANG
SECONDED BY COUNCILLOR DHALIWAL

THAT the Bylaw No. 14382 be now read a second time.

CARRIED
(Opposed: Councillor Jordan)

7.4 THIRD READING, RECONSIDERATION AND FINAL ADOPTION

7.4.1 #14390 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 33, 2021 - Text Amendment

MOVED BY COUNCILLOR WANG
SECONDED BY COUNCILLOR DHALIWAL

THAT the Bylaw No. 14390 be now read a third time, reconsidered and finally adopted, signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

CARRIED UNANIMOUSLY

7.5 **RECONSIDERATION AND FINAL ADOPTION**

7.5.1 #14427 - Burnaby Development Procedures Bylaw 2022

7.5.2 #14428 - Burnaby Planning and Building Fees Bylaw 2017, Amendment Bylaw No. 1, 2022

MOVED BY COUNCILLOR WANG
SECONDED BY COUNCILLOR DHALIWAL

THAT the Bylaw No. 14427 and 14428 be now reconsidered and finally adopted, signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

CARRIED UNANIMOUSLY

8. **NEW BUSINESS & INQUIRIES**

His Worship, Mayor Hurley – Council Meeting June 6

MOVED BY COUNCILLOR DHALIWAL
SECONDED BY COUNCILLOR CALENDINO

THAT the Regular Council meeting scheduled to be held on 2022 June 6 be **CANCELLED**.

CARRIED
(Opposed: Councillor Jordan)

9. ADJOURNMENT

Without objection, the Open Council meeting adjourned at 6:38 p.m.

Mike Hurley, MAYOR

Blanka Zeinabova, CITY CLERK

PARCEL TAX ROLL REVIEW PANEL

MINUTES

Wednesday, March 9, 2022, 4:00 p.m.
Council Chamber, City Hall
4949 Canada Way, Burnaby, BC

- PRESENT: Councillor Sav Dhaliwal, Vice Chair
Councillor Mike Hillman, Member
Councillor Colleen Jordan, Member (*participated electronically*)
Councillor Joe Keithley, Member (*participated electronically*)
- ABSENT: His Worship, Mayor Hurley, Chair
Councillor Pietro Calendino, Member
- STAFF: Mr. Bob Klimek, Deputy General Manager Finance
Ms. May Phang, Deputy General Manager Engineering
Ms. Eva Juca, Manager Revenue and Taxation Services

1. **CALL TO ORDER**

The Vice Chair, Councillor Dhaliwal, called the Open meeting to order at 4:02 p.m. and conducted roll call. Councillor Jordan and Councillor Keithley attended electronically.

The Vice Chair, Councillor Sav Dhaliwal, recognized the ancestral and unceded homelands of the hə́nqə́mihə́m and Sḵwə́wú7mesh speaking peoples, and extended appreciation for the opportunity to hold a meeting on this territory.

2. **REPORTS**

2.1 **Report from the Deputy Chief Administrative Officer/Chief Financial Officer - Re: 2022 Parcel Taxes**

The Deputy Chief Administrative Officer/Chief Financial Officer submitted a report providing an overview of the parcel tax process.

The Deputy Chief Administrative Officer/Chief Financial officer recommended:

1. THAT this report be received for information purposes.

MOVED BY COUNCILLOR JORDAN
SECONDED BY COUNCILLOR KEITHLEY

THAT the recommendation of the Deputy Chief Administrative Officer/Chief Financial Officer be adopted.

CARRIED UNANIMOUSLY

2.2 Report from the Deputy Chief Administrative Officer/Chief Financial Officer - Re: Local Area Service Foot Frontage Rules

The Deputy Chief Administrative Officer/Chief Financial Officer submitted a report providing an overview of the taxable foot frontage rules used to charge newly billable Local Area Service Taxes that form part of the Parcel Tax Roll for 2022.

The Deputy Chief Administrative Officer/Chief Financial Officer recommended:

1. THAT this report be received for information purposes.

MOVED BY COUNCILLOR KEITHLEY
SECONDED BY COUNCILLOR HILLMAN

THAT the recommendation of the Deputy Chief Administrative Officer/Chief Financial Officer be adopted.

CARRIED UNANIMOUSLY

2.3 Report from the Deputy Chief Administrative Officer/Chief Financial Officer - Re: Confirmation and Authentication of the 2022 Parcel Tax Rolls

The Deputy Chief Administrative Officer/Chief Financial Officer submitted a report seeking confirmation and authentication of the 2022 Sewer Parcel Tax Roll and the 2022 Local Area Service Tax Roll.

The Deputy Chief Administrative Officer/Chief Financial Officer recommended:

1. THAT the 2022 Parcel Tax Roll, as received by the Parcel Tax Roll Review Panel, be confirmed and authenticated.
2. THAT the 2022 Local Area Service Tax Roll, as received by the Parcel Tax Roll Review Panel, be confirmed and authenticated.

MOVED BY COUNCILLOR HILLMAN
SECONDED BY COUNCILLOR KEITHLEY

THAT the recommendations of the Deputy Chief Administrative Officer/Chief
Financial Officer be adopted.

CARRIED UNANIMOUSLY

3. ADJOURNMENT

MOVED BY COUNCILLOR HILLMAN
SECONDED BY COUNCILLOR JORDAN

THAT the Parcel Tax Roll Review Panel meeting adjourn at 4:05 p.m.

CARRIED UNANIMOUSLY

COUNCILLOR SAV DHALIWAL
DEPUTY CHAIR

KATHRYN MATTS
ADMINISTRATIVE OFFICER 2

City of Burnaby



Proclamation

PURPLE DAY

Whereas Purple Day is celebrated on March 26 annually, during Epilepsy Awareness Month, to increase the knowledge and understanding of epilepsy that will improve the quality of life of British Columbians living with epilepsy; and

WHEREAS Purple Day was founded in 2008 by Cassidy Megan, a nine-year-old girl from Nova Scotia, who wanted people living with epilepsy that they were not alone; and

WHEREAS There are over 50,000 people in British Columbia, over 380,000 people in Canada and over 65 million people worldwide living with epilepsy; and

WHEREAS Purple Day is a health promotion effort that encourages people to raise awareness of epilepsy so that we can create a society that embraces the beauty of difference and understand how we can all come together to make the world a better place; and

WHEREAS The City of Burnaby embraces opportunities to encourage and welcome all community members and create a sense of belonging.

NOW THEREFORE I, MIKE HURLEY, MAYOR OF BURNABY,
DO HEREBY PROCLAIM MARCH 26, 2022 AS

“PURPLE DAY”

IN THE CITY OF BURNABY.

Dated this Twenty-first Day
of March, 2022 A.D.

Mike Hurley
M A Y O R





REF: 269030

January 5, 2022

EMAIL: Mayor@Burnaby.ca; <https://www.burnaby.ca/form/contact-us-feedback-form>

Mayor Mike Hurley,
 City of Burnaby
 4949 Canada Way
 Burnaby, British Columbia
 V5G 1M2

Dear Mayor Hurley and Council:

The Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) has planned an aerial spray treatment to eradicate an establishing Lymantria (formerly gypsy) moth population centered over the intersection of Holdman Avenue and Lougheed Highway, east of Brentwood Town Centre, Burnaby, British Columbia. The aerial spray is planned for the spring of 2022 and covers 193 hectares. A map is attached for your reference. This site is one of nine areas being treated in southern Vancouver Island and the Lower Mainland in 2022.

Trapping and monitoring results over the past several years show clear evidence a Lymantria moth population is establishing. The moth population could easily spread to other areas via transportation routes, and if untreated, the moth could cause significant damage to the area's forests, farms, orchards and urban trees.

The Ministry requests an opportunity to present in-person or virtually an overview of the planned Lymantria Moth Eradication program. The presentation would provide context on why the treatment is required; outline how the program would roll-out; summarize our public notification strategy; and provide an opportunity to answer any questions. Tim Ebata, Forest Entomologist, will be providing the presentation and answer any questions that may result.

Lymantria moth is an important insect pest which can defoliate and kill a broad range of host trees. This insect is not native to British Columbia but is frequently introduced to the province through the movement of household goods from Lymantria moth infested areas in eastern Canada and the United States. These periodic introductions are detected by the Canadian Food Inspection Agency (CFIA) that carries out an extensive pheromone-trapping program on an annual basis in high-risk areas, notably on Vancouver Island, the Gulf Islands and the Lower Mainland/Fraser Valley. The remainder of the province is surveyed at a lower intensity.

Eradication programs are an essential component of our Long-Term North American Gypsy Moth Management Plan for British Columbia.

This ensures a “Lymantria moth free status” for the province, allowing continued open trade with the western United States, which also remains Lymantria moth free. When new introductions are detected and subsequent surveys prove there is a breeding population of Lymantria moth, treatment recommendations are developed by the Lymantria Moth Technical Advisory Committee (LM TAC) and forwarded to FLNRORD for approval and implementation.

The active ingredient of the spray is a bacteria (Btk) that is found naturally in soil and it affects only the larvae of moths and butterflies that are feeding at the time of the spray. Humans, pets, birds, bees, plants (including berries, leaves and bark) and other wildlife are not affected. The spray breaks down rapidly once applied and there is no long-term residual effect. There are strict weather restrictions in the Pesticide Use Permit which prohibit spraying during windy conditions (maximum wind speed of 8 km/hour) to avoid spray drifting outside the permitted area. There are three proposed applications: the first occurring in late April or early May 2022 (weather dependent) and then two more at seven- to ten-day intervals. The spraying will be finished by 8:30 am for each spray day (three spray days in total).

Further information regarding our planned 2022 gypsy moth spray program and studies relating to the impact on non-target moths and human health are also available on the Ministry website: <https://www2.gov.bc.ca/gov/content/industry/forestry/managing-our-forest-resources/forest-health/invasive-forest-pests/lymantria>.

A public Virtual Open House is also being planned and details about this event are available at: <https://www2.gov.bc.ca/gov/content/industry/forestry/managing-our-forest-resources/forest-health/invasive-forest-pests/lymantria/news>

Please let us know an appropriate time and venue if you would like to meet and discuss the program.

In the interim, if you have any specific questions or concerns regarding the program, please contact me (Lorne.Bedford@gov.bc.ca) or (Marnie.Duthie-Holt@gov.bc.ca) directly.

Yours truly,

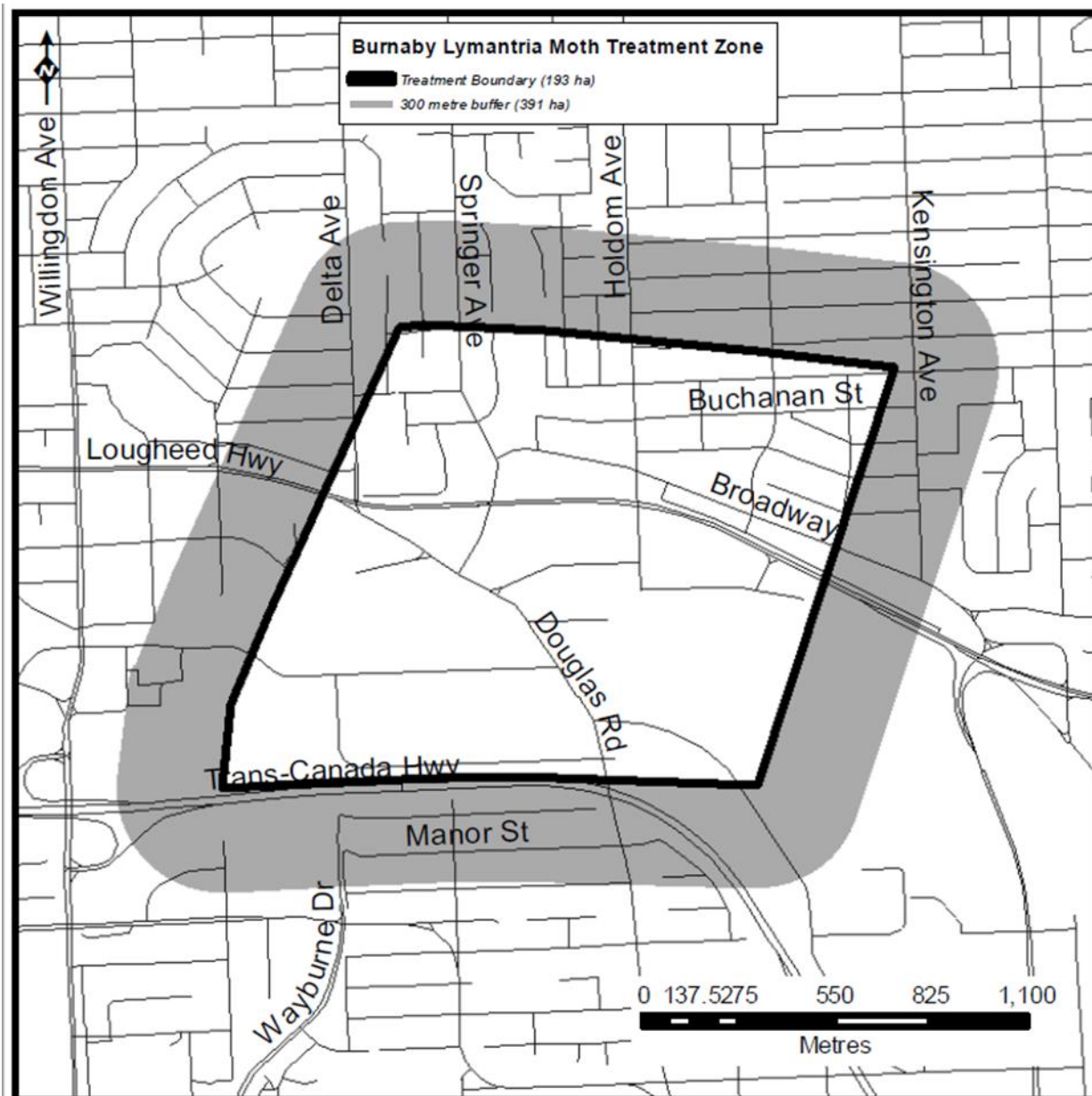


Lorne Bedford, Manager
Harvesting and Silviculture Practices
Forest Science Planning and Practices Branch
Office of the Chief Forester

Enclosure: 2022 Lymantria Moth Aerial Treatment Boundary for Burnaby, British Columbia

Planned Lymantria Moth Eradication Aerial Spray Treatment Area: Burnaby, B.C.

Amendment Application for Pesticide Use Permit No. 738-0032-21-24



DELEGATION 2022 MARCH 21

From: WebAdmin@burnaby.ca <WebAdmin@burnaby.ca>
Sent: Friday, March 4, 2022 11:21 AM
To: Clerks <Clerks@burnaby.ca>
Subject: Webform submission from: Appear as a Delegation #31

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. **The City will never ask for personal or account information or account password through email.** If you feel this email is malicious or a scam, please forward it to phishing@burnaby.ca

Submitted on Fri, 03/04/2022 - 11:21
Submission # 31

Submitted values are:

What meeting would you like to appear at?
Council

Name
Katy Alkins-Jang

Address
[REDACTED]

Phone number
[REDACTED]

Email address
[REDACTED]

Speaker(s)
Katy Alkins-Jang

Reason for appearance
Presentation regarding proposed zoning changes within Royal Oak plan

Copy: Chief Administrative Officer Deputy CAO/CFO GM Corporate Services GM Planning and Development
--

FINANCIAL MANAGEMENT COMMITTEE

*HIS WORSHIP, THE MAYOR
AND COUNCILLORS*

**SUBJECT: AMENDMENTS TO THE BURNABY ROUTINE TRANSACTION
AUTHORITY BYLAW 1999**

RECOMMENDATIONS:

1. THAT Council approve the changes to the Burnaby Routine Transaction Authority Bylaw 1999 and the Spend and Approval Limits Authorization and Contract Awards Policy.
2. THAT Council authorize the City Solicitor to bring forward a bylaw amending the Burnaby Routine Transaction Authority Bylaw 1999 in accordance with this report.

REPORT

The Financial Management Committee, at its meeting held on 2022 March 15, received and adopted the attached report seeking Council approval for amendments to the Burnaby Routine Transaction Authority Bylaw 1999 to reflect the new titles of exempt managers.

Respectfully submitted,

Councillor Dhaliwal
Chair

Councillor Gu
Vice Chair

Copied to: Chief Administrative Officer Acting CFO GM Corporate Services City Solicitor Records and Information Administrator



Meeting 2022 Mar 15

COMMITTEE REPORT

TO: CHAIR AND MEMBERS **DATE:** 2022 March 10
 FINANCIAL MANAGEMENT COMMITTEE

FROM: ACTING CHIEF FINANCIAL OFFICER **FILE:** 42000-01

**SUBJECT: AMENDMENTS TO THE BURNABY ROUTINE TRANSACTION
 AUTHORITY BYLAW 1999**

PURPOSE: To obtain Council approval for amendments to the Burnaby Routine Transaction Authority Bylaw 1999.

RECOMMENDATION:

1. **THAT** the Financial Management Committee recommend Council to approve the changes to the Burnaby Routine Transaction Authority Bylaw 1999 and the Spend and Approval Limits Authorization and Contract Awards Policy; and
2. **THAT** the Financial Management Committee recommend Council authorize the City Solicitor to bring forward a bylaw amending the Burnaby Routine Transaction Authority Bylaw 1999 in accordance with this report.

REPORT

1.0 INTRODUCTION

The Burnaby Routine Transaction Authority Bylaw 1999 delegates the power to authorize certain transactions to officer and employees of the City to support administrative efficiency and effectiveness. Additionally, the City maintains a Spend and Approval Limits Authorization and Contract Awards Policy. The purpose of this policy is to define delegation of authority for the purchase of goods and services and construction on behalf of the City and to establish internal controls over the authorization of purchases made using shopping carts. Due to several title changes for exempt managers across the City, amendments to the bylaw and policy are required to accurately reflect the new titles.

The purpose of this report is to request amendments to the Burnaby Routine Transaction Authority Bylaw 1999 and the corresponding Spend and Approval Limits Authorization and Contract Awards Policy to accurately reflect current position titles.

To: Financial Management Committee
 From: Acting Chief Financial Officer
 Re: Amendments to the Burnaby Routine Transaction Authority Bylaw 1999
 2022 March 15 Page 2

2.0 POLICY SECTION

This report aligns with the following goal and sub goal of the Corporate Strategic Plan:

Goal:

- A Thriving Organization
 - Communication – Practice open and transparent communication among staff, Council and the community.

3.0 PROPOSED BYLAW AMENDMENTS

To reflect the title changes, it is recommended that the City Solicitor be authorized to prepare a bylaw amendment to change the following titles found in the Burnaby Routine Transaction Authority Bylaw 1999:

Senior Manager Purchasing

To reflect this title change, it is recommended that the reference to “Purchasing Manager” be replaced with “Senior Manager Purchasing” in Section 2 (a1).

General Manager Engineering

To reflect this title change, it is recommended that the reference to “Director Engineering” be replaced with “General Manager Engineering” in Section 2 (c).

Chief Human Resources Officer

To reflect this title change, it is recommended that the reference to “Human Resources Manager” be replaced with “Chief Human Resources Officer” in Section 2 (f).

4.0 POLICY UPDATES

As outlined in the Spend and Approval Limits Authorization and Contract Awards Policy, Council delegates authority to authorized individuals to commit the City to supply agreements, purchase orders, licences, contracts or other legally enforceable documents within the prescribed spend and authorization limits. The purpose of this policy is to define delegation of authority for the purchase of goods and services and construction on behalf of the City. Subsequent to approval from Council, staff will update policy to reflect the recent title changes for exempt staff.

To: Financial Management Committee
From: Acting Chief Financial Officer
Re: Amendments to the Burnaby Routine Transaction Authority Bylaw 1999
2022 March 15 Page 3

5.0 RECOMMENDATION

Due to the recent title changes for exempt staff, it is requested that the Financial Management Committee recommend Council authorize the City Solicitor to prepare a bylaw amendment for the Burnaby Routine Transaction Bylaw 1999, and direct staff to update the corresponding Spend and Approval policy to accurately reflect these changes.



Bob Klimek
ACTING CHIEF FINANCIAL OFFICER

BK/md

Copied to: Chief Administrative Officer
City Clerk
City Solicitor
Records and Information Administrator

FINANCIAL MANAGEMENT COMMITTEE

*HIS WORSHIP, THE MAYOR
AND COUNCILLORS*

**SUBJECT: CONTRACT AWARD
CONFEDERATION PARK COMMUNITY CENTRE PROJECT (PHASE
TWO)**

RECOMMENDATION:

1. THAT Council approve a contract award to Revery Architecture Inc. (Revery) for a total cost of \$10,840,100.00 including GST in the amount of \$516,195.25 as outlined in this report.

REPORT

Burnaby City Council, at the Open Council meeting held on 2022 February 28, received the above noted report and REFERRED the report to the Closed Financial Management Committee meeting on 2022 March 15 for further discussion.

The Financial Management Committee, at its Closed meeting held on 2022 March 15, received and adopted the *attached* report seeking Council approval to enter into a Client/Architect Agreement with Revery Architecture Inc. to undertake the second phase of design work for the Confederation Park Community Centre project.

Respectfully submitted,

Councillor S. Dhaliwal
Chair

Councillor A. Gu
Vice Chair

<p>Copied to: Chief Administrative Officer Deputy CAO / CFO GM Corporate Services Acting Deputy GM Lands and Facilities GM Community Safety Purchasing Manager Director Civic Building Projects City Solicitor</p>
--



Item
Meeting 2022 Feb 28

COUNCIL REPORT

TO: CHIEF ADMINISTRATIVE OFFICER **DATE:** 2022 February 23

FROM: ACTING GENERAL MANAGER **FILE:** 4230 08
 LANDS AND FACILITIES *Reference: Confederation Park CC*
 GENERAL MANAGER *RFP#210-10/19*
 PARKS, RECREATION AND CULTURAL SERVICES

SUBJECT: CONTRACT AWARD
CONFEDERATION PARK COMMUNITY CENTRE PROJECT
(PHASE TWO)

PURPOSE: To obtain Council approval to enter into a Client/Architect Agreement with Revery Architecture Inc. to undertake the second phase of design work for the Confederation Park Community Centre project.

RECOMMENDATION:

1. **THAT** Council approve a contract award to Revery Architecture Inc. (Revery) for a total cost of \$10,840,100.00 including GST in the amount of \$516,195.25 as outlined in this report.

REPORT**1.0 BACKGROUND**

The development of a new community centre within Confederation Park has been identified as a priority community amenity project. The proposed community centre at Confederation Park will supplement the existing civic facilities located in Confederation Park and help meet the current and projected future demand for community services in the City's Northwest Quadrant.

Confederation Park has three large community amenity buildings: the Burnaby Public Library McGill Branch (constructed 2001), Eileen Dailly Leisure Pool and Fitness Centre (constructed 1992), and the Confederation Community Centre for Seniors (constructed 1988). The existing facilities were built over different decades on different ground planes and illustrate varying architectural expression. The complex is no longer adequate to serve the growing community of the Northwest Quadrant of Burnaby. The abundance of asphalt surface parking between the facilities is the dominant feature.

On 2021 August 31, Council adopted recommendations to authorize staff to approve the final schematic design and advance the Confederation Park Community Centre project, and authorize the use of Community Benefit Bonus Reserve of \$14,750,000 to finance detailed

To: Chief Administrative Officer
 From: Acting General Manager Lands and Facilities
 General Manager Parks, Recreation and Cultural Services
 Re: Confederation Park Community Centre Project
 Contract Award (Phase Two)

2022 February 28..... Page 2

design, City development approvals, tender documents, and preliminary site servicing and offsite costs.

2.0 RECOMMENDED FIRM

Revery Architecture Inc. is a Vancouver-based architecture firm, with offices in Vancouver and Hong Kong. Among other sectors, the firm's portfolio contains major civic projects including library, recreation, and aquatic facilities projects directly relevant to the proposed redevelopment at Confederation Park, including the Surrey City Centre Library and Sunset Community Centre in Vancouver.

During Phase One of the Confederation Park Community Centre project, the Revery team has worked closely with City staff to develop a rational schematic design that satisfies the functional objectives of the City. Progressing the proposed design that has been costed by our independent Quantity Surveyor will be the most cost-effective option that enables the delivery of the proposed redevelopment in the shortest time frame.

3.0 CONSULTING PROPOSAL

A comprehensive Phase Two fee proposal was submitted by Revery. The Phase Two fee is based on the original scope of work plus now includes Schematic Re-design to Post Construction services. Revery's consulting fee also includes for sub-consultants with expertise in building envelope design, transportation planning, landscape design, code analysis, structural, mechanical, electrical and civil engineering, security systems, acoustic design, audiovisual systems, sustainable design, elevator specification, and public art procurement.

It is recommended that Council approve a contract award for a total cost of \$10,840,100.00 including GST in the amount of \$516,195.25, in order to retain Revery Architecture Inc. to undertake the Phase Two scope of work for the Confederation Park Community Centre project.

Component	Amount
Architecture/Interiors Design & Contract Admin	\$6,106,794.00
Certified Professional Services	\$240,000.00
Other Sub-consultants	\$3,908,611.00
Disbursements (Allowance)	\$68,500.00
Subtotal	\$10,323,905.00
GST	\$516,195.25
Total	\$10,840,100.00

To: Chief Administrative Officer
 From: Acting General Manager Lands and Facilities
 General Manager Parks, Recreation and Cultural Services
 Re: Confederation Park Community Centre Project
 Contract Award (Phase Two)

2022 February 28..... Page 3

The City has independently retained specialty sub-consultants to advise on geotechnical and environmental considerations, as well as cost estimates, throughout Phase Two of the project.

4.0 CONCLUSION

It is recommended that Council approve a contract award for a total cost of \$10,840,100.00 including GST in the amount of \$516,195.25, in order to retain Revery Architecture Inc. to undertake the Phase Two scope of work for the Confederation Park Community Centre project, which includes detailed design, City development approvals, tender documents, and preliminary site and off-site servicing design as well as contract administration during construction.

Funding for this capital work is included in the 2022 – 2026 Financial Plan under the Confederation Park Community Centre project WBS element BAX.0019 (\$117,000,000).

Subject to receiving Council's approval of the recommendation, staff will prepare the Client/Architect Agreement for execution to engage Revery and proceed with the work outlined above. Upon completion of the Phase Two scope of work, staff will advance a subsequent funding report to Council for approval to construct the project.



for
 Jim Radford, Acting General Manager
 LANDS AND FACILITIES



Dave Ellenwood, General Manager
 PARKS, RECREATION AND
 CULTURAL SERVICES

TH:TVD/sla

cc: Deputy Chief Administrative Officer and Chief Financial Officer
 Acting Deputy General Manager Lands and Facilities
 General Manager Corporate Services
 General Manager Community Safety
 Purchasing Manager
 Director Civic Building Projects
 City Solicitor
 City Clerk

FINANCIAL MANAGEMENT COMMITTEE

*HIS WORSHIP, THE MAYOR
AND COUNCILLORS*

SUBJECT: ENGINEERING CAPITAL PROJECT STATUS UPDATE

RECOMMENDATION:

1. THAT Council receive this report for information.

REPORT

The Financial Management Committee, at its meeting held on 2022 March 15, received and adopted the attached report providing an update on the current status of Engineering capital projects.

Respectfully submitted,

Councillor Dhaliwal
Chair

Councillor Gu
Vice Chair

Copied to:	Chief Administrative Officer GM Corporate Services Acting CFO GM Engineering GM Parks, Recreation and Cultural Services GM Planning and Development Purchasing Manager Director Engineering Projects
------------	---

TO: CHAIR AND MEMBERS
FINANCIAL MANAGEMENT COMMITTEE

DATE: 2022 March 08

FROM: GENERAL MANAGER ENGINEERING

FILE: 35000-01

SUBJECT: ENGINEERING CAPITAL PROJECTS STATUS UPDATE

PURPOSE: To provide an update on the current of Engineering capital projects.

RECOMMENDATION:

1. **THAT** the Finance Management Committee forward this report to Council for information.

REPORT

1.0 INTRODUCTION

The purpose of this report is to update the Finance Management Committee and Council on the current status of 20 Engineering capital projects. Projects are selected for this report by value and/or particular interest to Council.

2.0 POLICY SECTION

Goal

- A Thriving Organization
 - Financial viability –
Maintain a financially sustainable City for the provision, renewal and enhancement of City services, facilities and assets
Practice open and transparent communication among staff, Council and the community
 - Reliable services, technology and information –
Protect the integrity and security of City information, services and assets

3.0 BACKGROUND

Engineering capital projects typically progress through the following five phases:

TO: CHAIR AND MEMBERS FINANCIAL MANAGEMENT
COMMITTEE
FROM: DIRECTOR ENGINEERING
SUBJECT: ENGINEERING CAPITAL PROJECTS STATUS UPDATE
2022 March 08Page 2

1. Planning – this phase includes identification of the overall scope and need for the project, acquisition of land or statutory rights-of-way, application for long-lead permits, and issuance of a Request for Proposals (RFP) for consulting services;
2. Design – in this phase conceptual designs are refined to a quality that can be issued for tender. Permits and approvals such as environmental permits, Preliminary Plan Approval (PPA), and Building Permits (BP) are obtained during this phase;
3. Tender – in this phase the project is tendered through a competitive bid process with the intent of selecting a contractor to construct the project. Contract documents and project schedule are finalized;
4. Construction – in this phase the successful contractor builds the project through to substantial completion. Engineering projects are typically constructed as per the Master Municipal Construction Documents (MMCD).
5. Closeout – this phase includes the collection of as-constructed drawings and closeout of all purchase orders.

The current status of all Engineering capital projects are available to the public at:

<https://gis.burnaby.ca/capitalworksprogram/>

TO: CHAIR AND MEMBERS FINANCIAL MANAGEMENT
COMMITTEE
FROM: DIRECTOR ENGINEERING
SUBJECT: ENGINEERING CAPITAL PROJECTS STATUS UPDATE
2022 March 08Page 3

4.0 RECOMMENDATION

Staff recommend that the Finance Management Committee forward this report on the current status of Engineering capital projects to Council for information.



James Lota, P.Eng., MBA, MPA
General Manager Engineering

MN/nh

Attachment

Copied to: Chief Administrative Officer
Deputy General Manager Finance
General Manager Parks, Recreation & Cultural Services
General Manager Planning & Bldg
General Manager Corporate Services
Purchasing Manager
Director Engineering Projects

#	Project Name	Executive Summary	Project Status	Project Target Start	Construction Target Finish	Sidewalk and Pathways(m)	Trees Impacted	Trees to be Planted	Tender Award Amount	Project Percent Complete	Status Update
1	3031 INF Broadway Improvements Bainbridge to Underhill	Road upgrades on Broadway (Bainbridge Av to Underhill Av) will be upgraded with widened pavement, urban trail, sidewalks, and treed boulevards to improve the street for all users. Storm sewers and watermain requiring condition or capacity upgrades in this section will also be addressed in this project. Installation of the City's IT network conduit will also be completed along the full length of the project.	Construction	8/4/2020	3/31/2022	3000	150	30	\$8,628,241	80%	Overspent (resolve by reallocation) due to Unknown 3rd party utilities found during construction caused multiple design changes and construction change orders. This also resulted in one delay claim.
2	3187 INF Holdom Overpass	The Holdom Overpass is a third party (Vancouver Fraser port authority) project that will complete the City's long-term goal to have a major north south connector in the Brentwood Town Centre Area. With this significant project the City identifies associated City upgrades to be completed as part of this opportunity. It will be the Vancouver Fraser Port Authority's responsibility to build the overpass to connect Holdom Ave. and Douglas Road. The City is anticipating to perform coordinated works with this project and will cost share portions of work to ensure ultimate restorations and infrastructure are captured.	Design	1/1/2022	2025-2026					20%	On track and on budget. 3rd party project. Minimal spending expected as City's contributions are minimal.
3	3189 INF Central Burnaby Water & Roads Package	This project package includes watermain replacements in which City forces will construct, road rehabilitation/upgrades and communication ducting for various project sites in Central Burnaby. The project involves replacement of existing aged AC or CI watermains and services, hydrants for enhanced fire fighting and capacity upgrades, and is then completed with pavement rehabilitation and/or upgrades on local and collector streets to be tendered out to retain a contractor over multiple years and contracts. Interim strip roads and traffic safety improvements will be upgraded to current urban street standards (curb, gutter & sidewalk) as part of an integrated project approach. Total program value nearly \$13M over multiple years.	Construction	5/1/2020	12/30/2022	1900	8	16	\$2,680,000	85%	Overspent (resolve by reallocation) due to Waterworks performed by City Forces had a cost overrun of \$2.2 million on \$3.5 million budget. Substantial completion by end of March 2022 due to 2 locations being added.
4	3194 INF Wright St. Watermain & Road Upgrades	This watermain and roads package consists of project sites in the Cariboo-Armstrong neighborhood of Burnaby. The project involves replacement of existing aged watermains, hydrants and services, a limited section of new storm and sanitary sewers (sewer separation) complete with pavement rehabilitation and/or upgrade to local/collector streets. This project is intended for design by an engineering consultant(s) and construction by City forces with separate tender of roadworks as a separate tender.	Tender	1/1/2021	3/31/2023	800	2	10		40%	On track and on budget. Tender was posted February 14, 2022. Closing March 7, 2022.
5	3196 TR EMH.0023 LED Streetlight Conversion Phase 5 of 5	This project is to convert the remaining street and pedestrian lights to LEDs. Innovations in street lighting technology has led to the development of Light Emitting Diode (LED) luminaires which have proven benefits amongst many different municipalities. Converting existing High Pressure Sodium (HPS) luminaires improves the quality of the lighting and reduces maintenance and electricity cost. The City of Burnaby has realized the benefits of converting luminaires from HPS to LED based on conversions in the previous four phases. This fifth and final phase will ultimately convert the remaining 1,519 luminaires, for which the majority of those luminaires provide lighting to multiuse pathways.	Design	3/1/2021	12/23/2022				\$990,000	10%	On track and on budget.
6	3206 INF MV BLN12 Trunk Sewer	Burnaby Lake North Interceptor 2 : This is a Metro Vancouver project which includes construction of a regional sanitary trunk sewer along Lougheed and Winston Street to replace an aging trunk sewer as well as increase sewer capacity to support future growth.	Construction	6/1/2020	12/31/2023					45%	On track and on budget. Metro Vancouver project.
7	3217 INF Phillips Avenue LASP	This project is for design and construction of Local Area Service Program (LASP) works as approved by Council. The scope includes street upgrade and street lighting on Phillips Av, from Winston St south to end of cul-de-sac.	Design	4/1/2022	12/31/2022		14	30		15%	Minimal spending due to finalizing detailed design. Tender will be in April 2022.
8	3218 INF Capitol Hill Watermain and Road Upgrades	This watermain and road package consists of project sites in the Capitol Hill North Burnaby. The projects involve replacement of existing aged watermains, hydrants and services, a limited section of new storm sewer, additional street lighting, multi-use path, complete with pavement rehabilitation and/or upgrade on local/collector streets. This project is intended for design by an engineering consultant(s), watermain construction by City forces and a separate tender for contract services of roadworks and street lighting improvements.	Tender	9/6/2021	3/31/2023					50%	On track and on budget. CF completed waterworks. Roadwork is tendered and to be closed in March, 2022. Substantial for watermain March, 2022.
9	3223 FM Electric Vehicle Charging Stations	The project aims to support the City's Climate Emergency goals with GHG emissions reductions by providing new EV (Electric Vehicle) charging infrastructure for fleet vehicles stationed at the City Hall Lower Compound. The project will involve undergrounding the existing overhead power lines to the property, adding a new pad-mount transformer and service kiosk to energize up to 100 parking stalls in the Lower Compound including installation of up to 100 level 2 fleet EV Charging Station ports.	Construction	8/1/2020	5/31/2022				\$2,250,000	70%	On track and on budget. Construction was awarded July 2021. Substantial May 2022.

10	3239 INF Kincaid Street Watermain, Roadworks, and PRVs	Construct new 150mm & 250mm mains along Douglas Road (Woodsworth to Canada WY) to facilitate expansion of the Kincaid Zone into the Central Valley Zone. Transfer existing services fronting Douglas Road to new 150mm main (Kincaid Zone). 'Close' existing valve at Woodsworth and Douglas Rd., to complete zone boundary change.	Design	3/1/2022	12/31/2022	1450				10%	On track and on budget. Tendering out by end of March 2022.
11	3234 INF Sprott & Kensington	Upgrades of the Sprott Street and Kensington Avenue intersection is required to accommodate future development in the area, including the Burnaby Lake Arena and Pool replacement project, the proposed Tennis Canada facility and the Aga Khan development. The conceptual design of the intersection has been completed, which includes the formalization of a Multi-Use Path (MUP) along Sprott Street, from Norland Avenue to Kensington Avenue. The MUP will be constructed as first as Phase 1 with the remaining upgrades to be completed in Phase 2 of the project. This MUP will provide a connectivity to the City's active transportation network in the area.	Design	6/1/2021	12/30/2022					5%	Minimal spending due to Project is still in Design . Design Completion in Feb 2022.
12	3270 INF Laurel St (Douglas to Godwin) and Lanes	Design and Construction is required for Laurel Street fronting the new works yard (Douglas to Godwin). Design and Construction are also required for lanes adjacent to the new works yard (lanes to the west and to the south of Works Yard) and an urban trail (east of works yard). The design and construction of utility improvements on Laurel Street and the lanes are also required. This project requires close coordination with the Laurel Street Works Yard construction project. Construction is underway.	Design	10/1/2021	5/1/2023	550				9%	On track and on budget. Currently in Design. Project is scheduled to tender in the spring of 2022 in coordination with Laurel Street Works Yard construction.
13	3276 INF BC Parkway Lighting	Providing accent lighting along the BC Parkway trail using Sky train columns and guideways from Patterson to Imperial Street.	Construction	11/10/2021	4/30/2023					30%	On track and on budget. Currently working on Zone 1.
14	3040A INF Marine Dr: Boundary Road to Greenall Ave.	This project is to upgrade Marine Drive from Boundary Road to Greenall Avenue. The project is currently under construction and will provide watermain and road upgrades including curb and gutter, sidewalks and improved street lighting	Construction	8/12/2021	6/30/2022	805				55%	On track and on budget. Construction ongoing. Substantial completion end of May 2022.
15	3040B INF Marine Drive: Greenall Avenue to Strathearn Avenue	This project will bring Marine Dr. from Greenall Ave. to Strathearn Ave. to the urban street standard, including curb and gutter, sidewalk on both sides of the road, bus route pavement, new bus stops, intersection upgrades, new streetlights, boulevard, and street trees as required.	Design	7/1/2022	4/30/2025	2600				15%	On track and on budget. Currently under Design. Will be tendered out end of Aug/Sept 2022.
16	3147B INF 2021 North Burnaby Road Rehabilitation & Upgrade	This is a roads rehabilitation package including pavement rehabilitation on local/collector streets in various locations of north Burnaby. This project will be designed by an engineering consultant(s) and constructed through a tendered contract. Southlawn lane paving and Warwick RRFB have been added to scope.	Closeout	4/12/2021	4/29/2022	1800	44	88	\$2,996,949	95 %	On track and on budget. Minimal schedule changes due to change order at Southlawn lane/Brentwood School. Projection completion April, 2022.
17	3188B INF 2021 Sidewalk Program - Package B	The scope consist of about 4km of sidewalk and 2 crosswalks. Council instructed staff to accelerate net new sidewalk construction in various locations. Boulevard trees would also be replaced and added as necessary, in order to complete the public realm.	Construction	9/1/2021	12/31/2022	4000	50		\$2,610,170	25%	On track and on budget. Completion date December 2022.
18	3191A INF 2021 Sidewalks and Full Road Upgrades	Selected sidewalk construction locations based on prioritization (for example near schools/community centres/parks/transit, most cost effective first, network gaps, and neighbourhoods without sidewalks). Boulevard trees would also be replaced and added as necessary, in order to complete the public realm. This planned program would include new sidewalks and full road upgrades with curb & gutter.	Construction	5/3/2021	5/31/2022	4200	14	28	\$5,558,911	50%	On track and on budget. Construction started July 2021. Works to be completed by July, 2022.
19	3193A INF Burnaby Heights CSS	This project is part of the City's ongoing infrastructure renewal program involving separation of combined sewers as required under the local Liquid Waste Management Plan (ILWRMP). Sewer separation minimizes volumes of combined sewer over-flow to the environment and the amount of wastewater that needs to be treated resulting in better allocation of resources, lower energy use and reduced environmental impact.	Closeout	4/5/2021	3/31/2022		3		\$3,098,748	95%	On track and on budget. Construction completion to be expected end of March 2022.
20	3228 INF Glenwood and Willingdon Heights Water and Road Upgrades	This is a watermain replacement and roadworks package with work on mostly local streets in the Clinton-Glenwood and Willingdon Heights areas. AC watermains are replaced and upsized to hydraulic model requirements. Impacted roads will be restored with new pavement or full street upgrade if they are currently in interim street condition. Sidewalks and wheelchair ramps are added to all streets where they are missing. Civic communication conduits have been added to locations as required by the IT Department.	Design	5/1/2021	12/31/2023					5 %	On track and on budget. early design phases. Detailed design to be completed April 2022.

FINANCIAL MANAGEMENT COMMITTEE

*HIS WORSHIP, THE MAYOR
AND COUNCILLORS*

**SUBJECT: SUPPLEMENTARY UTILITY FEES ANNUAL DECLARATION PROGRAM
UPDATE**

RECOMMENDATION:

1. THAT Council receive this report for information.

REPORT

The Financial Management Committee, at its meeting held on 2022 March 15, received and adopted the attached report providing an update on the 2022 Supplementary Utility Fees Declaration Program.

Respectfully submitted,

Councillor Dhaliwal
Chair

Councillor Gu
Vice Chair

Copied to:	Chief Administrative Officer Acting CFO GM Corporate Services GM Community Safety
------------	--



Meeting 2022 Mar 15

COMMITTEE REPORT

TO: CHAIR AND MEMBERS
FINANCIAL MANAGEMENT COMMITTEE

DATE: 2022 March 07

FROM: ACTING CHIEF FINANCIAL OFFICER

FILE: 7000-15

SUBJECT: SUPPLEMENTARY UTILITY FEES ANNUAL DECLARATION PROGRAM UPDATE

PURPOSE: To provide an update on the 2022 Supplementary Utility Fees Declaration Program.

RECOMMENDATION:

1. **THAT** the Financial Management Committee recommend Council receive this report for information.

REPORT**1.0 INTRODUCTION**

Annual Supplementary Utility Fees are charged to homeowners of Single and Two Family Dwellings who rent out a suite in their home. These fees contribute towards the increased cost of water and sewer services resulting from rental of the suite. Homeowners who rent out their home, but do not occupy the property, are also required to obtain an annual House Rental Licence.

Each year the City of Burnaby sends reminder letters to owners of Single and Two Family Dwellings, instructing them to inform the City if there have been any changes in the status of the property, such as a change in ownership, occupancy, rental use, suite addition or removal. A change in status requires completion of a new declaration. Utility fees are updated for January 1 of the new-year to reflect the updated status recorded in the declaration.

2.0 POLICY SECTION**Goal**

- A Thriving Organization
 - Financial viability –
Maintain a financially sustainable City for the provision, renewal and enhancement of City services, facilities and assets

To: Financial Management Committee
 From: Acting Chief Financial Officer
 Re: Supplementary Utility Fees Annual Declaration Program Update
 2022 March 15.....Page 2

3.0 BACKGROUND

Declaration letters were sent to homeowners in late 2021 September, and were due back by 2021 November 30, in order to inform utility charges for 2022. Declaration forms were provided for new properties, properties for which the City did not have a previous declaration or where a change in ownership had occurred. A declaration form was not required where there was no change in status. An electronic fillable copy of the declaration form is also made available on the City's website for use by homeowners to report changes.

For the 2022 program, any change in status reported on the annual declaration has been applied to the 2022 utility notices, effective from 2022 January 1. Utility notices were mailed to customers on 2022 February 07. (89,851 in total, including 18,982 e-bills emailed on 2022 January 26). The following table shows the current and prior year utility fees, with 2022 representing a 2% increase:

Status	2021			2022		
	Water	Sewer	Total	Water	Sewer	Total
Single Family Dwelling	\$595.65	\$563.29	\$1,158.94	\$607.56	\$574.56	\$1,182.12
Suite	\$297.83	\$281.65	\$579.48	\$303.78	\$287.28	\$591.06
Single Family Dwelling and Suite	\$893.48	\$844.94	\$1,738.42	\$911.34	\$861.84	\$1,773.19
Two Family Dwelling Stratified	\$446.69	\$422.48	\$869.17	\$455.62	\$430.92	\$886.54
Suite (Based on 1 suite)	\$223.35	\$210.71	\$434.06	\$227.81	\$214.93	\$442.74
Two Family Dwelling and Suite	\$670.04	\$633.19	\$1,303.22	\$683.44	\$645.85	\$1,329.28

4.0 2022 PROGRAM

4.1 Notification Letters

The following table shows the 2022 annual declaration letters issued in 2021 September:

2021 Letters	Amount
Homeowners that previously submitted a declaration	30,931
Homeowners that did not return a declaration	78
Homeowners of new properties	40
New homeowners (new for 2021/22)	1036
Total	32,085

To: Financial Management Committee
 From: Acting Chief Financial Officer
 Re: Supplementary Utility Fees Annual Declaration Program Update
 2022 March 15.....Page 3

Utility account information continues to be updated on a weekly basis, as and when the City receives information pertaining to either new property owners, and / or new properties as well as any changes in rental status.

4.2 Acceptance

As property owners become more familiar with receiving annual declaration reminders, we are seeing a drop in the number of enquiries and fewer billing issues. For the most part, property owners do not need to send a declaration back to the City of Burnaby as their status has not changed from the previous year. When property owners do send a declaration back, the City is receiving a significant volume of declarations via email, taking advantage of the online forms and guidance made available via the City's website.

As of 2022 February 18, the number of properties for which a declaration has never been returned is down to 68 (2021 - 78). To date fines have not been raised for these non-conforming properties. Work is now in progress to obtain compliance and raise bylaw violation notices (including fines) where, despite continued efforts by Licence Property Use staff, property owners have failed to submit a declaration.

4.3 Revenue

2022 Supplementary Utility Fee revenue for accounts billed in February 2022 is \$4.30 million, compared to final 2021 year end revenue of \$4.33 million. The drop in revenue is due to a 3% fall in the overall number of properties declaring a rental suite.

Year	Revenue (\$)	Declared Rental Suites (#)
2022	4,300,963.50	7143
2021	4,333,862.54	7362
Difference	(32,899.04)	(219)
Change	- 0.8%	- 3.0%

4.4 House Rental Licences

The owner of a "rental house" is required to obtain a business licence and pay the applicable yearly fee. Throughout 2021, the Licence Office and Revenue Services worked to coordinate data collection and enforcement processes in regards to declarations and required business licences.

To: Financial Management Committee
From: Acting Chief Financial Officer
Re: Supplementary Utility Fees Annual Declaration Program Update
2022 March 15.....Page 4

In 2021 November, the Licence Office mailed out renewal invoices for the 3,234 rental house business licences on record. Upon payment of the renewal licence a property owner(s) is then permitted to continue to operate a rental home business throughout 2022. Of the 3234 renewal invoices mailed out 270 remain outstanding as of 2022 February 18. Business licence accounts outstanding 30 days after the due date of December 31 may be cancelled by the City. The Licence Office will undertake escalation proceedings if property owners are found to be operating a rental home without the required business licence.

5.0 RECOMMENDATION

It is recommended that the Financial Management Committee receive this report for information.

A handwritten signature in black ink, appearing to read "Bob Klimek". The signature is written in a cursive, somewhat stylized font.

Bob Klimek
ACTING CHIEF FINANCIAL OFFICER

BK:RR/md

Copied to: Chief Administrative Officer
General Manager Community Safety

FINANCIAL MANAGEMENT COMMITTEE

*HIS WORSHIP, THE MAYOR
AND COUNCILLORS*

SUBJECT: CITY HALL WASHROOM SUITABILITY UPGRADE PROJECT - UPDATE

RECOMMENDATION:

1. THAT Council receive this report for information.

REPORT

The Financial Management Committee, at its meeting held on 2022 March 15, received and adopted the attached report providing information on the City Hall washroom renovation project for Phases 2 and 3.

Respectfully submitted,

Councillor Dhaliwal
Chair

Councillor Gu
Vice Chair

Copied to:	Chief Administrative Officer Acting CFO GM Corporate Services GM Engineering GM Planning and Development GM Parks, Recreation and Cultural Services GM Community Safety Chief Human Resources Officer Chief Information Officer Chief Librarian City Solicitor Fire Chief OIC – RCMP
------------	--



Meeting 2022 March 15

COMMITTEE REPORT

TO: CHAIR AND MEMBERS
FINANCIAL MANAGEMENT COMMITTEE

DATE: 2022 March 09

FROM: GENERAL MANAGER
PLANNING AND DEVELOPMENT

FILE: 1750 20

SUBJECT: CITY HALL WASHROOM SUITABILITY UPGRADE PROJECT –
UPDATE

PURPOSE: To provide information on the City Hall washroom renovation project for Phases 2 and 3.

RECOMMENDATION:

1. **THAT** the Financial Management Committee recommend Council receive this report for information.

REPORT

1.0 BACKGROUND

The Canadian Human Rights Act and Criminal Code were updated by the Federal Government in 2017 (Bill C-16), clarifying the right of individuals to use a washroom or change room that corresponds to their gender identity. Since that time staff have advanced additional work to incorporate a universal design and signage approach within civic facilities. Universal signage and design enables the widest range of people as possible to utilize a space, including persons who are transgender or transitioning, non-binary individuals, persons with disabilities, and patrons of all ages who require assistance with toileting or changing by persons of another gender.

Specifically, these initiatives include:

- Development of a comprehensive interior signage package, with emphasis and focus on accessibility and gender inclusion. This signage approach is being implemented in all new civic facilities and major renovations. As well, a facility signage overhaul pilot at Eileen Daily Leisure Pool and Fitness Centre is currently in-process. Staff anticipate being able to provide a further update to Council by Q2 of this year on the pilot work.

To: Financial Management Committee
From: General Manager Planning and Development
Re: City Hall Washroom Suitability Upgrade Project – Update
2022 March 09 Page 2

Recommendations for further signage overhauls at other existing facilities will stem from the results of this pilot.

- Prioritization in new civic facility design and construction to universal washrooms and change-rooms, to a minimum 60% universal and 40% gender designated. Some upcoming civic facilities, including the Rosemary Brown Arena, will provide a higher percentage of universal spaces, while still providing choice for patrons, with some gendered-designated spaces available.
- Prioritization of City Hall and Bonsor Recreation Complex to investigate the creation of public-facing, gender-inclusive washroom spaces. This report provides an update on work related to the City Hall washroom suitability upgrade project. Work on an equivalent process focused on Bonsor Recreation Complex began in Q1 of this year.

2.0 POLICY FRAMEWORK

The continued pursuit of accessible and gender inclusive civic spaces is aligned with the following Council-adopted policies and plans/strategies: *Corporate Strategic Plan (2017)*, *Social Sustainability Strategy (2011)*, *Equity Policy (1994, updated 2020)*, and the *Healthy Community Policy (1991)*.

3.0 OVERVIEW OF PROJECT

The analysis and design phase of the City Hall washroom suitability upgrade project was budgeted for in the 2021 fiscal year, and work began with the retention of Carscadden Stokes McDonald Architects Inc in June 2021. The project was co-led by staff from Facilities Management and Planning and Development (Social Planning). The review and assessment focused on the public facing washrooms located next to Council Chambers in the public concourse of City Hall, and on the current staff-only washrooms located next to the Tax Office on the main floor of City Hall. This process included a review of plans, a site visit, interviews with key staff, and a BC Building Code (BCBC) analysis based upon daytime and evening uses of City Hall (average pre-pandemic public usage).

The Code analysis conducted in accordance with BCBC 2018 identified that in total the number of washroom fixtures meets code for daytime usage. However, based on A2 occupancy with 118 attendees, after-hours events held in the Council Chambers require one additional fixture. The existing washrooms do not meet current Building Code accessibility requirements.

Based upon this process, it was identified that the most feasible location for potential renovation is the washroom area in the public concourse next to Council Chambers. This is based upon ease of public access both during daytime and evening hours, and also on the amount of square footage available for renovation. It also continues to respect the current staff-only usage of the washrooms next to the Tax Office.

To: *Financial Management Committee*
 From: *General Manager Planning and Development*
 Re: *City Hall Washroom Suitability Upgrade Project – Update*
 2022 March 09 Page 3

Carscadden then developed five possible design options ranging in cost, with a focus on adding one additional fixture in addition to a fully universally accessible single-user toilet room. The preferred option, as identified by staff (see *attached* Appendix 1) for Council’s consideration.

3.1 Preferred Design Option

As referenced above, five concept options were prepared that addressed the project goals, major materials, code compliance, and accessibility. The preferred option as identified by staff provides five (5) private toilet rooms, one of which is fully accessible, with an additional universal washroom in the public concourse. This option adds the needed extra fixture and increases accessibility, while minimizing impacts upon open space available in the public concourse.

Based on a Class D cost estimate with an escalation factor for Q1 2023, the total project construction cost for the preferred option is estimated to be \$600,000. This project will be included as part of the 2023 – 2027 Financial Plan process for Council’s consideration. It is anticipated that the majority of the construction will take place in 2023.

In the remainder of the 2022 fiscal year, in order to continue to advance the project in a timely manner, and to limit any impacts of the ongoing global supply chain disruption on the project, staff will complete the following:

- Prepare detailed design documents of the preferred option;
- Complete any necessary hazardous materials reviews and costing;
- Submit Permit Plan Approval (if required) and Building Permit submissions including required schedules and documentation; and
- Develop tender documents and associated technical drawings.

Completion of the above steps will allow the project to be ready for tender at the beginning of the 2023 fiscal year. As these activities were not budgeted, staff will ensure appropriate 2022 contingency provisions are made within the Financial Plan.

If there are no significant concerns from Council, staff will continue to work with Carscadden as the retained firm.

4.0 RECOMMENDATION

The City of Burnaby Equity Policy celebrates and recognizes the full diversity of its community, and recognizes that this diversity is a source of social, cultural and economic enrichment and strength. Our Burnaby includes all community members regardless of ability, age, background, ethno-cultural identification, gender, gender identity, immigration status, income, heritage, life experience, housed or unhoused status, sexual orientation, and other factors.

To: Financial Management Committee
From: General Manager Planning and Development
Re: City Hall Washroom Suitability Upgrade Project – Update
2022 March 09Page 4

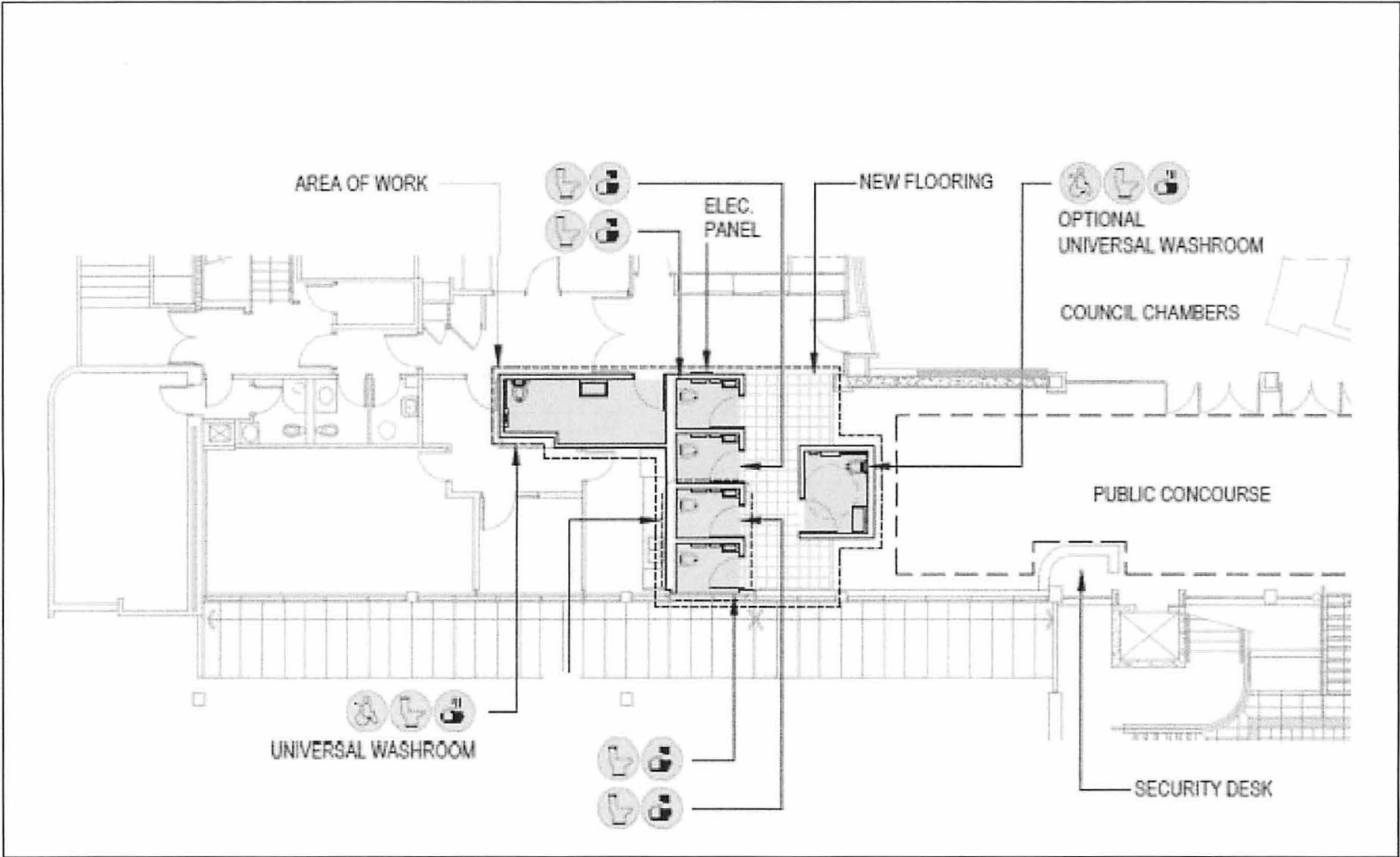
The renovation of the primary public-facing washroom options at City Hall in order to create an accessible and gender inclusive experience, while also adding an additional fixture, is an additional important step in actualizing the Equity Policy and increasing quality customer service for Burnaby community members.

E.W. Kozak, General Manager
PLANNING AND DEVELOPMENT

RM:sa
Attachment

- cc: Chief Administrative Officer
- Deputy Chief Administrative Officer and Chief Financial Officer
- General Manager Corporate Services
- General Manager Engineering
- OIC – RCMP
- General Manager Community Safety
- Chief Human Resources Officer
- General Manager Parks, Recreation and Cultural Services
- Fire Chief
- Chief Librarian
- Chief Information Officer
- City Solicitor
- City Clerk

APPENDIX 1



Burnaby City Hall Washroom Suitability Upgrade Project – Preferred Schematic Design Option

FINANCIAL MANAGEMENT COMMITTEE

*HIS WORSHIP, THE MAYOR
AND COUNCILLORS*

SUBJECT: MAJOR CIVIC BUILDING PROJECTS STATUS UPDATE

RECOMMENDATION:

1. THAT Council receive this report for information.

REPORT

The Financial Management Committee, at its meeting held on 2022 March 15, received and adopted the attached report providing an update on the current status of major civic building projects.

Respectfully submitted,

Councillor Dhaliwal
Chair

Councillor Gu
Vice Chair

Copied to:	Chief Administrative Officer Acting CFO GM Corporate Services GM Community Safety GM Engineering GM Planning and Development GM Parks, Recreation and Cultural Services GM Planning and Development Acting GM Lands and Facilities Acting Deputy GM Land and Facilities Chief Librarian Director Civic Building Projects Purchasing Manager
------------	---



Meeting 2022 March 15
COMMITTEE REPORT

TO: CHAIR AND MEMBERS
FINANCIAL MANAGEMENT COMMITTEE

DATE: 2022 March 9

FROM: DIRECTOR CIVIC BUILDING PROJECTS

FILE: 4230 01

SUBJECT: MAJOR CIVIC BUILDING PROJECTS STATUS UPDATE

PURPOSE: To provide an update on the current status of major civic building projects.

RECOMMENDATION:

1. **THAT** the Committee forward this report to Council for information.

R E P O R T

1.0 INTRODUCTION

The purpose of this report is to update Committee and Council on the current status of major civic building projects administered by the Civic Building Projects Division, and to provide a look ahead at the upcoming work plan and schedule for these projects.

2.0 POLICY FRAMEWORK

The advancement of this project aligns with the following Council-adopted policies: Corporate Strategic Plan (2017), Regional Context Statement (2013), Official Community Plan (1998), Economic Development Strategy (2007), Social Sustainability Strategy (2011) and the Environmental Sustainability Strategy (2016).

3.0 BACKGROUND

Major civic building projects typically progress through the following five development phases:

- ***Preliminary Project Development*** - this phase includes work such as project identification, site selection, preliminary program development, issuance of Request for Proposals (RFP) for consulting services, and service reviews, as well as needs assessment, geotechnical, environmental, and transportation studies;
- ***Feasibility Study*** - in this phase, the building program, as informed through the service review and needs assessment studies, is established, and a site planning and building massing study is

To: Financial Management Committee
 From: Director Civic Building Projects
 Re: Major Civic Building Projects Status Update
 2022 March 9 Page 2

undertaken to determine if the proposed development site can facilitate the full building program. This phase also includes determination of a preferred development strategy option and a schematic design study;

- **Detailed Design** - in this phase, the schematic design is developed further to a level of detail suitable for tendering the project for construction. City development approvals such as Rezoning, Subdivision, Preliminary Plan Approval (PPA), and Building Permit (BP) are obtained during this phase;
- **Tendering** - in this phase, the project is tendered through a competitive bid process with the intent of selecting a general contractor to construct the project; and,
- **Construction** - in this phase, contract documents are agreed with the successful general contractor, and the project is developed through to occupancy.

It is noted that where projects have been identified as a priority project, the **Preliminary Project Development** and **Feasibility Study** phases of the project have been streamlined into a single project phase (Phase I): **Preliminary Design**. Upon completion of the project, the new facility is handed over to the recipient department to operate and administer the program and/or services.

4.0 MAJOR CIVIC BUILDING PROJECTS STATUS UPDATE

The following table summarizes the status of eight major civic building projects in relation to the development phases outlined in Section 3.0:

Project	Status/Phase
Burnaby Lake Aquatic and Arena Facility	Detailed Design
Willingdon/Brentwood Community Centre Redevelopment	Schematic Design
Confederation Park Community Centre	Detailed Design
Cameron Community Centre and Library	Detailed Design
Rosemary Brown Arena (South Burnaby Arena)	Construction
Laurel Street Works Yard (Main Building)	Construction
Fire Hall #8 – SFU	Preliminary Project Development

Further details on the current status of these projects are provided below. **Attached** for reference is Sketch #1, which shows the location of the above noted projects.

To: *Financial Management Committee*
 From: *Director Civic Building Projects*
 Re: *Major Civic Building Projects Status Update*
 2022 March 9..... Page 3

4.1 Burnaby Lake Aquatic and Arena Facility

4.1.1 Project Description

The redevelopment of CG Brown Memorial Pool and Burnaby Lake Arena has been identified as a priority community amenity project. The new aquatic and arena facilities will be developed on the existing site at 3676 Kensington Avenue, within the Burnaby Lake Sports Complex. The building program for these facilities will include an NHL sized pad that can accommodate both ice and dry surfaces, and a significantly larger pool facility with supporting amenities.

The facility program includes:

- an NHL-sized arena pad with five change rooms, support offices, a 40-person multi-purpose room, storage, ice resurfacing, mechanical, electrical and refrigeration rooms, and in-arena spectator seats for approximately 270 spectators, and sufficient viewing area into the arena for an additional 70 moveable seats. There is also additional standing-room viewing available.
- an aquatics facility that includes a leisure pool, hot tub, sauna and steam rooms, a 50 m (10 lane) tank with two bulkheads and a moveable floor, a secondary 25 m (6 lane) tank, several multi-purpose rooms, support offices, change rooms, recreational diving, and a combination of fixed and movable spectator seats; and,
- supporting amenities including reception and office administration areas, a café in the main lobby, food concession in the new rink lobby, and a sports hall of fame display area.

4.1.2 Project Status

Phase 2 – Detailed Design

Rezoning reviews and detailed design are underway for the Burnaby Lake Aquatic and Arena facility. The design of the public art is being completed and has been incorporated into the detailed design of the building.

The current construction cost estimate is \$187M including onsite and offsite works and all contingencies and escalation allowances. This does not include previously-funded costs of approximately \$18M for various consulting fees for investigation and design, permit fees and some advanced site servicing costs. A Suitable Plan of Development has been submitted and a Public Hearing for the associated rezoning application was completed 2021 December 14.

Overall Schedule

A further Class ‘A’ estimate will be completed by the end of March, as will the issuance of a Request for Qualifications for the procurement of a Construction Manager. The completion of the

To: *Financial Management Committee*
 From: *Director Civic Building Projects*
 Re: *Major Civic Building Projects Status Update*
 2022 March 9..... Page 4

rezoning process and completion of the detailed design and building permit review will be completed in the coming months. CG Brown Pool is planned to be decommissioned November 2022 to commence removal of hazardous materials in preparation for demolition. In order to provide continuity of ice service, Burnaby Lake Arena will not be decommissioned until Rosemary Brown Arena is fully operational (see section 4.5.2 of this report). It is currently estimated that Burnaby Lake Arena will be decommissioned mid-March 2023. It is noted that these dates are estimates and may change when a Construction Manager is on board.

4.2 Willingdon/Brentwood Community Centre

4.2.1 Project Description

The development of a community centre in the Brentwood/Willingdon Heights area has been identified by Council as a priority community amenity project in the northwest quadrant.

4.2.2 Project Status

Phase 1 – Schematic Design

Since 2020, City staff has been exploring the feasibility of developing a new community centre in a master-planned, high-rise development in the heart of the Brentwood Town Centre. This master planned site will include market and non-market rental housing, strata residential, and commercial. Perkins & Will Architects have been engaged to develop a schematic design which indicates the possibility of a south-facing community centre, adjacent to a community-oriented public plaza and the greenspace and courtyards of the master-planned development. The schematic design which proposes a double gymnasium, community fitness centre/weight room, public lobbies and multi-purpose spaces has been approved. A Class D estimate has been completed by a city-retained cost consultant, and the total estimated project cost is \$139M. Subject to Council approval of the project, the project will proceed to public consultation and design development of the community centre.

4.3 Confederation Park Community Centre

4.3.1 Project Description

A need has been identified for additional community dry space at Confederation Park to help serve the growing population in the City's Northwest Quadrant. Revery Architecture (Revery) were retained to undertake the phase one work program for the project, which includes the preliminary project development, feasibility and schematic design study.

To: *Financial Management Committee*
 From: *Director Civic Building Projects*
 Re: *Major Civic Building Projects Status Update*
 2022 March 9..... Page 5

4.3.2 Project Status

Schematic Design

Revery has completed the schematic design for the CPCC with a proposed building concept that will connect the new building to the existing Eileen Dailly Pool building and will have an outdoor plaza connecting the new building to McGill Public Library. This will create a cohesive campus on the site. The design concept of the building emphasizes a strong connection to Confederation Park.

A Class D cost estimate was completed, and the project's total estimated cost (including construction, consulting fees, permits, and all related onsite and offsite works) is \$127M. The Schematic Design was approved by Council at their meeting on 2021 August 30 subject to several modifications (reductions). The finalized building program includes one gymnasium, an expanded fitness centre, youth and seniors focused program rooms, and multi-purpose space. The consultant has updated their schematic design to incorporate these modifications. A specialty accessibility consultant has completed a special review of the revised schematic design to ensure that it aligns with the City's accessibility goals. The approval to award the contract for design development of the community centre is the subject of a separate Council report that has been referred to Financial Management Committee.

Overall Schedule

It is anticipated that a public consultation will be conducted in mid-2022 on the results of the design work to date. The project is proceeding on the basis of using an expedited BP review process mirroring the EGBC Certified Professional process.

4.4 Cameron Community Centre and Library

4.4.1 Project Description

The redevelopment of the Cameron Recreation Complex has been identified as a priority community amenity project. The new community centre and library are proposed to be developed on the existing site within Cameron Park in the Lougheed Town Centre.

Diamond Schmitt Architects Inc. (DSAI) completed the schematic design and have been retained to undertake the phase two design work program for the project, which includes design development, permitting, contract documents and construction contract administration.

To: *Financial Management Committee*
 From: *Director Civic Building Projects*
 Re: *Major Civic Building Projects Status Update*
 2022 March 9..... Page 6

4.4.2 Project Status

Detailed Design

The Council-approved schematic design includes a new recreation pool, gymnasium space, exercise rooms, multi-purpose meeting rooms, and an expanded library. The schematic design illustrates a three-storey building (with one and a half level underground parkade) with a portion of the building embedded into the existing slope to reduce the apparent height. The main entrance to the facility is proposed to be off a generous civic plaza to the southeast of the site. Anchoring the main entrance is a generous pedestrian-only civic plaza fronting Cameron Street.

The detailed design phase commenced fall 2021. During this period, the third and final round of public engagement occurred between November 11-26 which included an online survey and two virtual public open houses. The project was well-received and the detailed design work has continued, incorporating the feedback received from the public engagement.

The new building will occupy the existing developed area on the park, currently occupied by the existing Cameron Recreation Complex and Library, to minimize intrusion on the park. An extensive planting plan is planned for the areas of the park surrounding the new centre. The structure will make extensive use of mass timber, will include a partial green roof, stainless steel pool tank, and partial roof coverage with a solar photovoltaic system.

A further Class C cost estimate for the facility was completed upon completion of 50% Design Development documents. The construction estimate including contingencies is \$216M, and the total cost of the project is estimated as \$249M. The project will proceed with BP review using a process mirroring the EGBC Certified Professional process.

Overall Schedule

The remaining design work, rezoning, permitting, and construction tendering is estimated to take approximately 9 months, followed by a planned construction period of 36 months, with an estimated project completion date of summer 2026. It is noted that these dates are estimates and are subject to revision as the design work progresses.

4.5 Rosemary Brown Arena

4.5.1 Project Description

The Rosemary Brown Arena is located in the Edmonds Town Centre at the northwest corner of 10th Avenue and 18th Street. The facility features two NHL sized pads that can accommodate both ice and dry surfaces, and 411 spectator seats. In addition, the facility includes a skate shop, concessions, instructors' office, two multi-purpose rooms, a patio roof deck, and public lobby and reception.

To: *Financial Management Committee*
 From: *Director Civic Building Projects*
 Re: *Major Civic Building Projects Status Update*
 2022 March 9..... Page 7

4.5.2 Project Status

Contract

Pomerleau Inc. has been contracted using a CCDC2 lump sum contract for the construction of the Rosemary Brown Arena Project. The contract for Public Art has been awarded to Jill Anholt Studio Inc. of Vancouver, BC.

Construction

Formwork, reinforcing steel and concrete works are complete, and the erection of structural steel is complete. The installation of mass timber and structural metal deck for both rinks is now complete. NLT (Nail-laminated timber) is in progress in the lobby area and the installation of steel stud walls and sheathing of perimeter walls are underway. There have been significant delays in material deliveries as a result of the COVID-19 pandemic, market uncertainty and shipping disruptions. Construction is expected to be substantially complete at the end of 2022. Public opening of the facility is estimated in March 2023, following commissioning and setup of building systems (ice-making, mechanical, electrical, etc.), final construction deficiencies, operational setup as well as an allowance for additional unforeseen further construction delays.

4.6 Laurel Street Works Yard

4.6.1 Project Description

The Laurel Street Works Yard redevelopment project at 5780 Laurel Street is the phased replacement of the City's main engineering and public works facility, which has reached the end of their useful life. Phase 1 works including the civil site servicing, demolition of select structures, and the construction of the yard building which is used for storage of tools, materials and salters/sanders, has been completed. Phase 2 includes the construction of the main building, which will house the City's fleet repair garage, facilities management shops, engineering operations, data center and emergency operations center. Phase 2 will also include the demolition of the remaining existing structures on the site.

4.6.2 Main Building – Construction Status

Construction

The tender for Phase 2 construction was awarded to Canadian Turner Construction Company via a CCDC2 lump sum contract in summer 2020. Construction is currently underway and the main building is expected to be completed by mid-2022. Bulk excavation, concrete formwork, reinforcing and concrete works for the building are complete. The erection of structural steel is complete. Interior and exterior steel stud walls, and ducting, piping, electrical rough-ins are nearing completion in the office area and have started on all other parts of the building. Roofing cap sheeting is nearing completion. The installation of exterior drywall, windows and exterior

To: *Financial Management Committee*
 From: *Director Civic Building Projects*
 Re: *Major Civic Building Projects Status Update*
 2022 March 9..... Page 8

cladding have also begun, and the east parking lot has been paved. Installation of overhead doors and elevator is in progress.

Additional electrical infrastructure (incoming service upsizing, additional conduits, high-voltage switching kiosk, etc.) have been added to the project to allow for future Electric Vehicle charging. BC Hydro's design to accommodate this increased future capacity is now complete and installation of conduit for the BC Hydro connection to the site was completed in February.

The main building is expected to be complete summer 2022, with the remainder of the project completing in mid 2023.

4.7 Fire Hall #8 - SFU

4.7.1 Project Description

The Burnaby Fire Department 2019 Needs Assessment Study (2020) completed an analysis of the current state of the City's fire department. The construction of a new Fire Hall in the Simon Fraser University (SFU) was identified as a priority project to improve response coverage to Burnaby Mountain and reduce the risk posed by the varied land uses on Burnaby Mountain, including institutional, industrial, multi-family residential and wildland interface.

4.7.2 Project Status

Preliminary Project Development

It is intended that the building program will include a fire station for 4 Fire Fighters (20 Full Time Equivalent). City staff worked with SFU Campus Planners to identify a number of potentially suitable sites and reviewed with the Burnaby Fire Department. The mutually agreed site to be explored for further investigation is located at the southwest corner of Tower Road and University Drive E, near the "Nelson Way" driveway for Discovery Park. Stream mapping analysis was completed by a Registered Professional Biologist to locate the existing streams and help map setbacks for any potential development. A Stage 1 Environmental Site Assessment is currently underway.

Integrated Project Delivery

A Request for Proposals has been posted on BC Bid to retain an Integrated Project Delivery (IPD) team to complete the project, as well as the redevelopment of Burnaby Fire Station #4. The IPD team will include relevant consultants as well as a prime contractor and key subcontractors. The City has retained an independent consultant (not party to the IPD contract) to act as an advisor on the IPD project delivery method. As this is a partnership project with SFU, the City will work closely with SFU during the process to ensure the project aligns with the strategic visions outlined in the SFU Burnaby 2065 Campus Master Plan. The process is planned to include the submission of a Memorandum of Understanding to SFU's board of directors, and submission of the design to

To: Financial Management Committee
From: Director Civic Building Projects
Re: Major Civic Building Projects Status Update
2022 March 9..... Page 9

SFU’s Urban Design Panel for review. Staff and SFU have determined that the best land tenure method for the use of the site will be a Statutory Right of Way that provides security of tenure similar to ownership.

Overall Schedule

It is planned that an IPD team will be retained before the end of March, with feasibility study and validation phase to be completed by summer 2022, and SFU-related approvals, First Nation Engagement and a rezoning application to be completed by the end of 2022. This will be followed by construction in 2023.

5.0 CONCLUSION AND NEXT STEPS

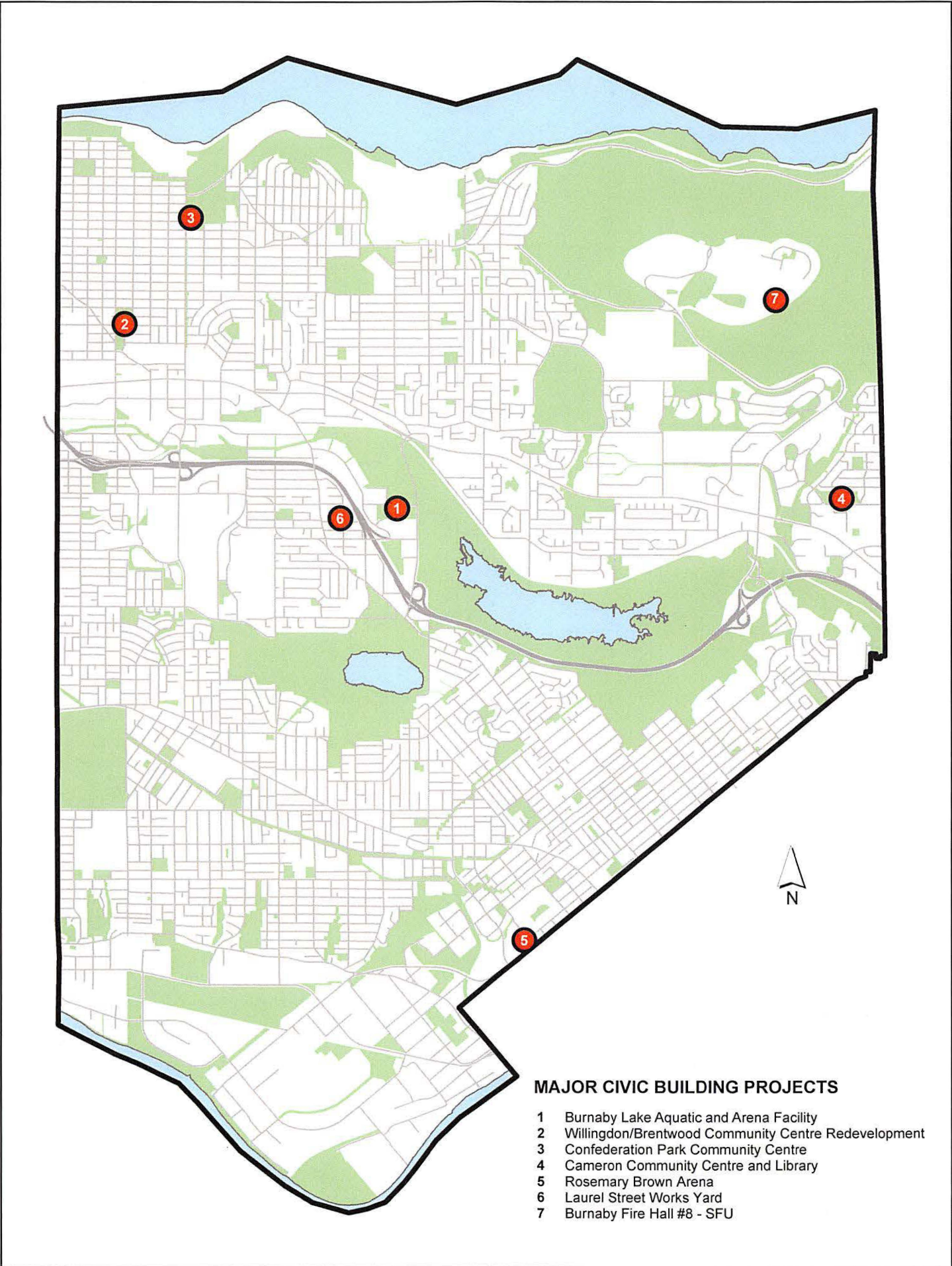
Further updates on major civic building projects will be provided in a quarterly report to Committee and Council, in addition to a verbal project status update at each Financial Management Committee meeting.



Tim Van Driel, Director
CIVIC BUILDING PROJECTS

TVD:sla
Attachment

- cc: Chief Administrative Officer
- Deputy Chief Administrative Officer and Chief Financial Officer
- General Manager Engineering
- General Manager Parks, Recreation and Cultural Services
- General Manager Community Safety
- General Manager Corporate Services
- General Manager Planning and Development
- Acting General Manager Lands and Facilities
- Acting Deputy General Manager Lands and Facilities
- Director Civic Building Projects
- Chief Librarian
- Purchasing Manager
- City Clerk



MAJOR CIVIC BUILDING PROJECTS

- 1 Burnaby Lake Aquatic and Arena Facility
- 2 Willingdon/Brentwood Community Centre Redevelopment
- 3 Confederation Park Community Centre
- 4 Cameron Community Centre and Library
- 5 Rosemary Brown Arena
- 6 Laurel Street Works Yard
- 7 Burnaby Fire Hall #8 - SFU



Meeting 2022 March 21

COUNCIL REPORT

PARKS, RECREATION AND CULTURE COMMISSION

*HIS WORSHIP, THE MAYOR
AND COUNCILLORS*

SUBJECT: 2022 GOLF FEES BYLAW

RECOMMENDATIONS:

1. THAT Council approve the 2022 Golf Fee Schedule (Attachment #1), as outlined in this report.
2. THAT Council authorize the City Solicitor to bring forward the necessary amendments to the Burnaby Golf Fees Bylaw 2019.

REPORT

The Parks, Recreation and Culture Commission, at its Open meeting held on 2022 March 08, received and adopted the attached report seeking Council approval of the 2022 Golf Fees for golf services.

Respectfully submitted,

Councillor S. Dhaliwal
Chair

Copied to: Chief Administrative Officer Deputy CAO/CFO GM Corporate Services GM Parks, Recreation and Cultural Services City Solicitor
--

Commissioner R. Kent
Deputy Chair



Item	1
General Manager's Report No.	3
Meeting	2022 Mar 08

COMMISSION REPORT

TO: CHAIR AND MEMBERS
PARKS, RECREATION AND CULTURE
COMMISSION

DATE: 2022 Mar 01

FROM: GENERAL MANAGER
PARKS, RECREATION AND CULTURAL
SERVICES

FILE: 7000-01

SUBJECT: 2022 GOLF FEES BYLAW

PURPOSE: To request approval of the 2022 Golf Fees Bylaw.

RECOMMENDATIONS:

1. **THAT** the 2022 Golf Fee Schedule (Attachment #1) be recommended to Council for approval as outlined in this report.
2. **THAT** Council be requested to authorize the City Solicitor to bring forward the necessary amendments to the following bylaw for consideration:
 - Burnaby Golf Fees Bylaw 2019

REPORT

1.0 INTRODUCTION

A Golf Fees bylaw is required under the Community Charter for all fees and charges related to the public use of municipal facilities. The 2022 Burnaby Golf Fees Bylaw will apply for the period 2022 May 01 to 2023 April 30.

The 2022 fees for golf services are presented at this time of the year to allow the proposed fees to fall into line with the local golf industry after evaluating the market conditions and competitor's rates. This provides opportunity for the City to ensure that its pricing remains appropriately competitive.

This report provides fee recommendations for the City's golf services, including all proposed green fee rates and restrictions for Burnaby Mountain Golf Course and Driving Range, Riverway Golf Course and Driving Range, Kensington Pitch and Putt, and the Central Park Pitch and Putt golf courses. If approved, these rates will form the 2022 Burnaby Golf Fees Bylaw.

To: Parks, Recreation & Culture Commission
From: General Manager Parks, Recreation & Cultural Services
Re: 2022 GOLF FEES BYLAW

..... Page 2

2.0 POLICY CONTEXT

The 2022 Golf Fee Schedule is aligned with the following Council-adopted policies, plans and strategies: The Burnaby Economic Development Strategy (2007); the Social Sustainability Strategy (2011), and the Corporate Strategic Plan (2017).

3.0 BACKGROUND

Recent Trends in the Local Golf Market

In May 2020, following a six week closure due to the COVID-19 pandemic, the City of Burnaby re-opened its four Golf Courses utilizing strict safety plans approved by the City's Emergency Operations Centre (EOC). At this time the Provincial Health Organization (PHO) and the Fraser Health Authority had deemed golf to be a safe, socially distanced outdoor activity and, as a result, the local golf market saw a drastic surge in demand for tee times. While other activities did become available later in the pandemic, the local golf market continued to experience escalated demand throughout the year, into the off-season and through periods of questionable weather.

Fee Determination Process

The following factors were considered in the determination of the 2022 fee structure:

1. Current and projected market demands, price ranges, and evaluation of time based discounts. Fee recommendations are based on surveys of comparable public and private golf services in the Lower Mainland (Attachment #2).
2. Public response to services and associated fees.
3. Budget restrictions and revenue targets.
4. Review of adjustment of average yield rates to offset increasing operating expenses.
5. Adjustment of base fees to reflect weekday Senior rates at approximately 75% and weekday Junior rates at approximately 65% of the posted Adult rate.
6. Adjustment of fees for rounding to the nearest \$0.25 pertaining to rates when combined with all applicable taxes. If tax rates should change during term of bylaw, fees will be adjusted for the purposes of marketing to the nearest \$0.25 once taxes are applied.

To: *Parks, Recreation & Culture Commission*
 From: *General Manager Parks, Recreation & Cultural Services*
 Re: *2022 GOLF FEES BYLAW*

..... Page 3

Proposed Fees

1. Increase regular and off-season weekday and weekend base rates by \$0.95 at both Burnaby Mountain and Riverway Golf Courses. Increase regular and off-season weekday and weekend base rates by \$0.48 at both Kensington and Central Park Pitch and Putts.
2. Based on a review of current market pricing and heavy demand for Twilight, Sunrise, and Sunset rate tee times, discounts on time-based fees to be scaled back and rates increased by \$0.95 to \$2.86 to align with current market pricing.
3. Scale back the added bonus to loyalty pass sales and reloads by 5% over a two year period (2022 by 2% and 2023 by 3%). Eliminate the Senior VIP pass issued in 2002 to former Senior Annual pass holders due to attrition.
4. Increase the Tournament Pro Shop Voucher fee by \$1.79 per person to align with market pricing and increases to cost of goods due to supply chain issues.
5. Introduce a Prime Plus Advance booking fee of \$14.29 per person for advance bookings in periods of extremely high demand.
6. Increase the Driving Range bucket fees by \$0.45 (1 Bucket), \$1.43 (3 Buckets) and \$5.72 (15 Buckets) to align with market pricing. Eliminate the 85 bucket driving range package and introduce new packages of 50 and 100 buckets. This will achieve a more consistent percentage discounting philosophy with respect to volume purchases.

Golf Services - Definition of Weekday/Weekend

Weekday: Monday through Thursday (with the exception of statutory holidays).

Weekend: Friday, Saturday, Sunday, and all statutory holidays.

- Sunrise specials are not available on Saturday, Sunday, or statutory holidays.
- Senior rate continues to be offered on the Remembrance Day statutory holiday in honour of war veterans. This holiday occurs in the off-season when booking demand is decreased.

* The Pitch and Putt facilities continue to recognize Fridays (with the exception of those falling on statutory holidays) as a weekday.

To: Parks, Recreation & Culture Commission
From: General Manager Parks, Recreation & Cultural Services
Re: 2022 GOLF FEES BYLAW

..... Page 4

4.0 RECOMMENDATION

The proposed 2022 fees for Burnaby's golf services are believed to be fair and moderate in comparison with other local golf facilities and fees recommended align with those being offered in the local market. This pricing ensures that the City maintains its market share in the current golf industry and addresses the surge in demand for sunrise, twilight and sunset rates. The recommended adjustments will continue our practice of providing quality services at fair and competitive pricing as presented at the Parks, Recreation and Culture Commission Workshop Meeting of 2022 February 8th. It is recommended that the 2022 golf fees be approved as outlined.



Dave Ellenwood
GENERAL MANAGER, PARKS, RECREATION AND CULTURAL SERVICES

DOC:lmr:tc

Attachments (2)

P:\Admin\GolfBurnaby\General\Reports.docx

Copied to: Chief Administrative Officer
Deputy CAO/CFO
GM Corporate Services
City Solicitor

2022 GOLF FEE SCHEDULE

Attachment #1

SERVICES	2019 FEE		CURRENT MARKET	2022 FEE		% INCREASE (BASE RATE)	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Friday, Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE	Base fee	Incl. GST			
a) BURNABY MOUNTAIN								
<u>Regular Season Green Fees (Adult)</u>								
<u>Weekday</u> - 18 Hole	\$40.95	\$43.00	\$41.00 - \$58.00	\$41.90	\$44.00	2.3%	) Weekday rate increase
- Early Bird (9 holes)	\$24.76	\$26.00	\$24.00 - \$32.00	\$25.71	\$27.00	3.8%) "	
- Sunrise	\$37.14	\$39.00	\$37.00 - \$44.00	\$39.05	\$41.00	5.1%) "	
- Twi Matinée	\$37.14	\$39.00	no comparison	\$39.05	\$41.00	5.1%) "	
-1st Twilight	\$32.38	\$34.00	\$33.00 - \$41.00	\$33.33	\$35.00	2.9%) "	
-2nd Twilight	\$22.86	\$24.00	\$24.00 - \$32.00	\$24.76	\$26.00	8.3%	) Discount Adjustment
- Sunset	\$15.24	\$16.00	\$15.00 - \$32.00	\$18.10	\$19.00	18.8%) "	
<u>Weekend</u> - 18 Hole	\$51.43	\$54.00	\$52.00 - \$64.00	\$52.38	\$55.00	1.8%	) Weekend rate increase
- Early Bird (9 holes)	\$30.48	\$32.00	\$28.00 - \$36.00	\$31.43	\$33.00	3.1%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$40.95	\$43.00	no comparison	\$43.81	\$46.00	7.0%	) Discount Adjustment
- Twi Matinée	\$45.71	\$48.00	"	\$46.67	\$49.00	2.1%	) Weekend rate increase
-1st Twilight	\$39.05	\$41.00	\$38.00 - \$47.00	\$40.95	\$43.00	4.9%	) Discount Adjustment
-2nd Twilight	\$25.71	\$27.00	\$26.00 - \$34.00	\$28.57	\$30.00	11.1%) "	
- Sunset	\$17.14	\$18.00	\$17.00 - \$25.00	\$20.00	\$21.00	16.7%) "	
<u>Off Season Green Fees (Adult)</u>								
<u>Weekday</u> - 18 Hole	\$33.33	\$35.00	\$31.00 - \$38.00	\$34.29	\$36.00	2.9%	) Weekday rate increase
- Early Bird (9 holes)	\$20.00	\$21.00	no comparison	\$20.95	\$22.00	4.8%) "	
- Sunrise	\$30.48	\$32.00	"	\$31.43	\$33.00	3.1%) "	
- Twi Matinée	\$30.48	\$32.00	"	\$31.43	\$33.00	3.1%) "	
-1st Twilight	\$26.67	\$28.00	\$24.00 - \$32.00	\$27.62	\$29.00	3.6%) "	
-2nd Twilight	\$19.05	\$20.00	\$20.00 - \$25.00	\$20.00	\$21.00	5.0%	) Discount Adjustment
- Sunset	\$14.29	\$15.00	no comparison	\$16.19	\$17.00	13.3%) "	
<u>Weekend</u> - 18 Hole	\$40.95	\$43.00	\$40.00 - \$45.00	\$41.90	\$44.00	2.3%	) Weekend rate increase
- Early Bird (9 holes)	\$23.81	\$25.00	\$25.00 - \$30.00	\$24.76	\$26.00	4.0%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$33.33	\$35.00	no comparison	\$36.19	\$38.00	8.6%	) Discount Adjustment
- Twi Matinée	\$36.19	\$38.00	"	\$39.05	\$41.00	7.9%) "	
-1st Twilight	\$31.43	\$33.00	\$32.00 - \$37.00	\$33.33	\$35.00	6.0%) "	
-2nd Twilight	\$21.90	\$23.00	\$23.00 - \$28.00	\$23.33	\$24.50	6.5%) "	
- Sunset	\$14.29	\$15.00	\$17.00 - \$28.00	\$16.67	\$17.50	16.7%) "	

2022 GOLF FEE SCHEDULE

SERVICES	2019 FEE		CURRENT MARKET	2022 FEE		% INCREASE (BASE RATE)	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Friday, Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE	Base fee	Incl. GST			
a) BURNABY MOUNTAIN								
<u>Regular Season Green Fees (Senior)</u>								
<u>Weekday</u> - 18 Hole	\$30.71	\$32.25	\$29.00 - \$37.00	\$31.43	\$33.00	2.3%	) Weekday rate increase
- Early Bird (9 holes)	\$18.57	\$19.50	\$17.00 - \$24.00	\$19.29	\$20.25	3.9%) "	
- Sunrise	\$27.86	\$29.25	\$25.00 - \$35.00	\$29.29	\$30.75	5.1%) "	
- Twi Matinée	\$27.86	\$29.25	no comparison	\$29.29	\$30.75	5.1%) "	
-1st Twilight	\$24.29	\$25.50	\$24.00 - \$30.00	\$25.00	\$26.25	2.9%) "	
-2nd Twilight	\$17.14	\$18.00	\$17.00 - \$32.00	\$18.57	\$19.50	8.3%	) Discount Adjustment
- Sunset	\$11.43	\$12.00	\$11:00 - \$32.00	\$13.33	\$14.00	16.6%) "	
<u>Weekend</u> - 18 Hole	\$51.43	\$54.00	\$52.00 - \$62.00	\$52.38	\$55.00	1.8%	) Weekend rate increase
- Early Bird (9 holes)	\$30.48	\$32.00	no comparison	\$31.43	\$33.00	3.1%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$30.71	\$32.25	"	\$32.86	\$34.50	7.0%	) Discount Adjustment
- Twi Matinée	\$45.71	\$48.00	"	\$46.67	\$49.00	2.1%	) Weekend rate increase
-1st Twilight	\$39.05	\$41.00	\$39.00 - \$47.00	\$40.95	\$43.00	4.9%	) Discount Adjustment
-2nd Twilight	\$25.71	\$27.00	\$25.00 - \$35.00	\$28.57	\$30.00	11.1%) "	
- Sunset	\$17.14	\$18.00	\$17.00 - \$35.00	\$20.00	\$21.00	16.7%) "	
<u>Off Season Green Fees (Senior)</u>								
<u>Weekday</u> - 18 Hole	\$25.00	\$26.25	\$22.00 - \$32.00	\$25.71	\$27.00	2.8%	) Weekday rate increase
- Early Bird (9 holes)	\$15.00	\$15.75	\$ 12.00 - \$18.00	\$15.71	\$16.50	4.7%) "	
- Sunrise	\$22.86	\$24.00	no comparison	\$23.57	\$24.75	3.1%) "	
- Twi Matinée	\$22.86	\$24.00	"	\$23.57	\$24.75	3.1%) "	
-1st Twilight	\$20.00	\$21.00	\$20.00 -\$25.00	\$20.95	\$22.00	4.8%) "	
-2nd Twilight	\$14.29	\$15.00	\$14.00 -\$19.00	\$15.24	\$16.00	6.6%	) Discount Adjustment
- Sunset	\$10.71	\$11.25	no comparison	\$12.38	\$13.00	15.6%) "	
<u>Weekend</u> - 18 Hole	\$40.95	\$43.00	\$42.00 - \$50.00	\$41.90	\$44.00	2.3%	) Weekend rate increase
- Early Bird (9 holes)	\$23.81	\$25.00	no comparison	\$24.76	\$26.00	4.0%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$25.00	\$26.25	"	\$27.14	\$28.50	8.6%	) Discount Adjustment
- Twi Matinée	\$36.19	\$38.00	"	\$39.05	\$41.00	7.9%) "	
-1st Twilight	\$31.43	\$33.00	\$32.00 - \$37.00	\$33.33	\$35.00	6.0%) "	
-2nd Twilight	\$21.90	\$23.00	\$24.00 - \$28.00	\$23.33	\$24.50	6.5%) "	
- Sunset	\$14.29	\$15.00	\$17.00 - \$28.00	\$16.67	\$17.50	16.7%) "	

2022 GOLF FEE SCHEDULE

SERVICES	2019 FEE		CURRENT MARKET	2022 FEE		% INCREASE (BASE RATE)	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Friday, Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE	Base fee	Incl. GST			
a) BURNABY MOUNTAIN								
<u>Regular Season Green Fees (Junior)</u>								
<u>Weekday</u> - 18 Hole	\$26.67	\$28.00	\$27.00 - \$35.00	\$27.62	\$29.00	3.6%	) Weekday rate increase
- Early Bird (9 holes)	\$16.19	\$17.00	\$16.00 - \$20.00	\$16.67	\$17.50	3.0%) "	
- Sunrise	\$22.38	\$23.50	\$22.00 - \$30.00	\$24.76	\$26.00	10.6%	) Discount Adjustment
- Twi Matinée	\$22.38	\$23.50	no comparison	\$24.76	\$26.00	10.6%) "	
-1st Twilight	\$20.95	\$22.00	\$22.00 - \$30.00	\$21.67	\$22.75	3.4%	) Weekday rate increase
-2nd Twilight	\$14.76	\$15.50	\$15.00 - \$25.00	\$16.19	\$17.00	9.7%	) Discount Adjustment
- Sunset	\$10.95	\$11.50	\$11.00 - \$18.00	\$11.90	\$12.50	8.7%) "	
<u>Weekend</u> - 18 Hole	\$51.43	\$54.00	\$52.00 - \$62.00	\$52.38	\$55.00	1.8%	) Weekend rate increase
- Early Bird (9 holes)	\$30.48	\$32.00	no comparison	\$31.43	\$33.00	3.1%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$26.67	\$28.00	"	\$28.57	\$30.00	7.1%	) Discount Adjustment
- Twi Matinée	\$45.71	\$48.00	"	\$46.67	\$49.00	2.1%) "	
-1st Twilight	\$39.05	\$41.00	\$39.00 - \$47.00	\$40.95	\$43.00	4.9%) "	
-2nd Twilight	\$14.76	\$15.50	\$25.00 - \$35.00	\$16.19	\$17.00	9.7%	) Discount Adjustment
- Sunset	\$10.95	\$11.50	\$12.00 - \$32.00	\$11.90	\$12.50	8.7%) "	
<u>Off Season Green Fees (Junior)</u>								
<u>Weekday</u> - 18 Hole	\$21.90	\$23.00	\$20.00 - \$25.00	\$22.38	\$23.50	2.2%	) Weekday rate increase
- Early Bird (9 holes)	\$13.33	\$14.00	\$ 12.00 - \$16.00	\$13.81	\$14.50	3.6%) "	
- Sunrise	\$20.00	\$21.00	no comparison	\$20.48	\$21.50	2.4%) "	
- Twi Matinée	\$20.00	\$21.00	"	\$20.48	\$21.50	2.4%) "	
-1st Twilight	\$17.14	\$18.00	\$18.00 - \$24.00	\$17.86	\$18.75	4.2%) "	
-2nd Twilight	\$12.38	\$13.00	\$13.00 - \$18.00	\$13.10	\$13.75	5.8%) "	
- Sunset	\$9.29	\$9.75	no comparison	\$10.48	\$11.00	12.8%	) Discount Adjustment
<u>Weekend</u> - 18 Hole	\$40.95	\$43.00	\$42.00 - \$50.00	\$41.90	\$44.00	2.3%	) Weekend rate increase
- Early Bird (9 holes)	\$23.81	\$25.00	no comparison	\$24.76	\$26.00	4.0%	) Discount Adjustment
- Sunrise (Fri only, n/a WE, Stat)	\$21.90	\$23.00	"	\$23.81	\$25.00	8.7%) "	
- Twi Matinée	\$36.19	\$38.00	"	\$39.05	\$41.00	7.9%) "	
-1st Twilight	\$31.43	\$33.00	\$32.00 - \$37.00	\$33.33	\$35.00	6.0%) "	
-2nd Twilight	\$12.38	\$13.00	\$14.00 - \$28.00	\$13.10	\$13.75	5.8%) "	
- Sunset	\$9.29	\$9.75	\$11.00 - \$28.00	\$10.48	\$11.00	12.8%) "	

2022 GOLF FEE SCHEDULE

SERVICES	2019 FEE		CURRENT MARKET	2022 FEE		% INCREASE (BASE RATE)	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Friday, Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE	Base fee	Incl. GST			
b) RIVERWAY								
<u>Regular Season Green Fees (Adult)</u>								
<u>Weekday</u> - 18 Hole	\$51.43	\$54.00	\$50.00 - \$70.00	\$52.38	\$55.00	1.8%	) Weekday rate increase
- Early Bird (9 holes)	\$32.38	\$34.00	\$26.00 - \$40.00	\$33.33	\$35.00	2.9%) "	
- Sunrise	\$46.67	\$49.00	\$44.00 - \$55.00	\$48.57	\$51.00	4.1%) "	
- Twi Matinée	\$46.67	\$49.00	no comparison	\$48.57	\$51.00	4.1%) "	
-1st Twilight	\$40.95	\$43.00	\$39.00 - \$51.00	\$42.86	\$45.00	4.7%	) Discount Adjustment
-2nd Twilight	\$30.48	\$32.00	\$29.00 - \$40.00	\$33.33	\$35.00	9.4%) "	
- Sunset	\$19.05	\$20.00	\$17.00 - \$30.00	\$21.90	\$23.00	15.0%) "	
<u>Weekend</u> - 18 Hole	\$61.90	\$65.00	\$63.00 - \$73.00	\$62.86	\$66.00	1.6%	) Weekend rate increase
- Early Bird (9 holes)	\$36.19	\$38.00	\$29.00 - \$42.00	\$37.14	\$39.00	2.6%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$51.43	\$54.00	\$50.00 - \$62.00	\$55.24	\$58.00	7.4%	) Discount Adjustment
- Twi Matinée	\$57.14	\$60.00	no comparison	\$60.00	\$63.00	5.0%) "	
-1st Twilight	\$46.67	\$49.00	\$42.00 - \$55.00	\$49.52	\$52.00	6.1%) "	
-2nd Twilight	\$33.33	\$35.00	\$32.00 - \$45.00	\$36.19	\$38.00	8.6%) "	
- Sunset	\$20.95	\$22.00	\$23.00 - \$35.00	\$23.81	\$25.00	13.7%) "	
<u>Off Season Green Fees (Adult)</u>								
<u>Weekday</u> - 18 Hole	\$42.86	\$45.00	\$41.00 - \$58.00	\$43.81	\$46.00	2.2%	) Weekday rate increase
- Early Bird (9 holes)	\$26.67	\$28.00	\$24.00 - \$32.00	\$27.86	\$29.25	4.5%) "	
- Sunrise	\$39.05	\$41.00	\$37.00 - \$44.00	\$40.48	\$42.50	3.7%) "	
- Twi Matinée	\$39.05	\$41.00	no comparison	\$40.48	\$42.50	3.7%) "	
-1st Twilight	\$33.33	\$35.00	\$33.00 - \$41.00	\$35.24	\$37.00	5.7%	) Discount Adjustment
-2nd Twilight	\$24.76	\$26.00	\$24.00 - \$32.00	\$26.67	\$28.00	7.7%) "	
- Sunset	\$17.14	\$18.00	\$15.00 - \$32.00	\$19.05	\$20.00	11.1%) "	
<u>Weekend</u> - 18 Hole	\$48.57	\$51.00	\$52.00 - \$58.00	\$50.48	\$53.00	3.9%	) Weekday rate increase
- Early Bird (9 holes)	\$30.48	\$32.00	\$28.00 - \$36.00	\$30.95	\$32.50	1.5%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$42.86	\$45.00	no comparison	\$45.71	\$48.00	6.6%	) Discount Adjustment
- Twi Matinée	\$43.81	\$46.00	"	\$45.71	\$48.00	4.3%	) Weekday rate increase
-1st Twilight	\$37.14	\$39.00	\$38.00 - \$49.00	\$40.00	\$42.00	7.7%	) Discount Adjustment
-2nd Twilight	\$26.67	\$28.00	\$30.00 - \$36.00	\$30.48	\$32.00	14.3%) "	
- Sunset	\$18.10	\$19.00	\$17.00 - \$32.00	\$20.95	\$22.00	15.7%) "	

2022 GOLF FEE SCHEDULE

SERVICES	2019 FEE		CURRENT MARKET	2022 FEE		% INCREASE (BASE RATE)	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Friday, Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE	Base fee	Incl. GST			
b) RIVERWAY								
<u>Regular Season Green Fees (Senior)</u>								
<u>Weekday</u> - 18 Hole	\$38.57	\$40.50	\$40.00 - \$50.00	\$39.29	\$41.25	1.9%	) Weekday rate increase
- Early Bird (9 holes)	\$24.29	\$25.50	\$26.00 - \$34.00	\$25.24	\$26.50	3.9%) "	
- Sunrise	\$35.00	\$36.75	no comparison	\$37.14	\$39.00	6.1%	) Discount Adjustment
- Twi Matinée	\$35.00	\$36.75	no comparison	\$37.14	\$39.00	6.1%) "	
-1st Twilight	\$30.48	\$32.00	\$29.00 - \$40.00	\$32.38	\$34.00	6.2%) "	
-2nd Twilight	\$22.86	\$24.00	\$17.00 - \$30.00	\$25.24	\$26.50	10.4%) "	
- Sunset	\$14.29	\$15.00	\$14.00 - \$20.00	\$16.19	\$17.00	13.3%) "	
<u>Weekend</u> - 18 Hole	\$61.90	\$65.00	\$63.00 - \$73.00	\$62.86	\$66.00	1.6%	) Weekend rate increase
- Early Bird (9 holes)	\$36.19	\$38.00	\$29.00 - \$42.00	\$37.14	\$39.00	2.6%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$38.57	\$40.50	\$50.00 - \$62.00	\$41.90	\$44.00	8.6%	) Discount Adjustment
- Twi Matinée	\$57.14	\$60.00	no comparison	\$60.00	\$63.00	5.0%) "	
-1st Twilight	\$46.67	\$49.00	\$42.00 - \$55.00	\$49.52	\$52.00	6.1%) "	
-2nd Twilight	\$33.33	\$35.00	\$32.00 - \$45.00	\$36.19	\$38.00	8.6%) "	
- Sunset	\$20.95	\$22.00	\$23.00 - \$35.00	\$23.81	\$25.00	13.7%) "	
<u>Off Season Green Fees (Senior)</u>								
<u>Weekday</u> - 18 Hole	\$32.38	\$34.00	\$29.00 - \$37.00	\$33.33	\$35.00	2.9%	) Weekday rate increase
- Early Bird (9 holes)	\$20.00	\$21.00	\$17.00 - \$24.00	\$20.95	\$22.00	4.8%) "	
- Sunrise	\$29.29	\$30.75	\$25.00 - \$35.00	\$30.48	\$32.00	4.1%) "	
- Twi Matinée	\$29.29	\$30.75	no comparison	\$30.48	\$32.00	4.1%) "	
-1st Twilight	\$25.00	\$26.25	\$24.00 - \$30.00	\$26.67	\$28.00	6.7%	) Discount Adjustment
-2nd Twilight	\$18.57	\$19.50	\$17.00 - \$32.00	\$20.00	\$21.00	7.7%) "	
- Sunset	\$12.86	\$13.50	\$11:00 - \$32.00	\$14.29	\$15.00	11.1%) "	
<u>Weekend</u> - 18 Hole	\$48.57	\$51.00	\$52.00 - \$58.00	\$50.48	\$53.00	3.9%	) Weekend rate increase
- Early Bird (9 holes)	\$30.48	\$32.00	\$28.00 - \$36.00	\$30.95	\$32.50	1.5%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$32.38	\$34.00	no comparison	\$35.24	\$37.00	8.8%	) Discount Adjustment
- Twi Matinée	\$43.81	\$46.00	"	\$45.71	\$48.00	4.3%	) Weekend rate increase
-1st Twilight	\$37.14	\$39.00	\$38.00 - \$49.00	\$40.00	\$42.00	7.7%	) Discount Adjustment
-2nd Twilight	\$26.67	\$28.00	\$30.00 - \$36.00	\$30.48	\$32.00	14.3%) "	
- Sunset	\$18.10	\$19.00	\$17.00 - \$32.00	\$20.95	\$22.00	15.7%) "	

2022 GOLF FEE SCHEDULE

SERVICES	2019 FEE		CURRENT MARKET	2022 FEE		% INCREASE (BASE RATE)	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Friday, Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE	Base fee	Incl. GST			
b) RIVERWAY								
<u>Regular Season Green Fees (Junior)</u>								
<u>Weekday</u> - 18 Hole	\$33.33	\$35.00	\$40.00 - \$50.00	\$34.29	\$36.00	2.9%	) Weekday rate increase
- Early Bird (9 holes)	\$21.43	\$22.50	\$26.00 - \$34.00	\$21.90	\$23.00	2.2%	) Discount Adjustment
- Sunrise	\$30.48	\$32.00	no comparison	\$31.43	\$33.00	3.1%	) Weekday rate increase
- Twi Matinée	\$30.48	\$32.00	no comparison	\$31.43	\$33.00	3.1%) "	
-1st Twilight	\$26.67	\$28.00	\$29.00 - \$40.00	\$27.62	\$29.00	3.6%) "	
-2nd Twilight	\$19.05	\$20.00	\$17.00 - \$30.00	\$20.95	\$22.00	10.0%	) Discount Adjustment
- Sunset	\$13.33	\$14.00	\$14.00 - \$20.00	\$14.29	\$15.00	7.2%) "	
<u>Weekend</u> - 18 Hole	\$61.90	\$65.00	\$63.00 - \$73.00	\$62.86	\$66.00	1.6%	) Weekend rate increase
- Early Bird (9 holes)	\$36.19	\$38.00	\$29.00 - \$42.00	\$37.14	\$39.00	2.6%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$33.33	\$35.00	\$35.00 - \$62.00	\$35.71	\$37.50	7.1%	) Discount Adjustment
- Twi Matinée	\$57.14	\$60.00	no comparison	\$60.00	\$63.00	5.0%) "	
-1st Twilight	\$46.67	\$49.00	\$49.00 - \$55.00	\$49.52	\$52.00	6.1%) "	
-2nd Twilight	\$19.05	\$20.00	\$22.00 - \$45.00	\$20.95	\$22.00	10.0%) "	
- Sunset	\$13.33	\$14.00	\$15.00 - \$35.00	\$14.29	\$15.00	7.2%) "	
<u>Off Season Green Fees (Junior)</u>								
<u>Weekday</u> - 18 Hole	\$27.86	\$29.25	\$29.00 - \$37.00	\$28.57	\$30.00	2.5%	) Weekday rate increase
- Early Bird (9 holes)	\$16.90	\$17.75	\$17.00 - \$24.00	\$18.10	\$19.00	7.1%	) Discount Adjustment
- Sunrise	\$25.48	\$26.75	\$25.00 - \$35.00	\$26.67	\$28.00	4.7%	) Weekday rate increase
- Twi Matinée	\$25.48	\$26.75	no comparison	\$26.67	\$28.00	4.7%) "	
-1st Twilight	\$21.67	\$22.75	\$22.00 - \$30.00	\$22.86	\$24.00	5.5%) "	
-2nd Twilight	\$15.95	\$16.75	\$17.00 - \$32.00	\$17.14	\$18.00	7.5%	) Discount Adjustment
- Sunset	\$11.19	\$11.75	\$11:00 - \$32.00	\$12.38	\$13.00	10.6%) "	
<u>Weekend</u> - 18 Hole	\$48.57	\$51.00	\$52.00 - \$58.00	\$50.48	\$53.00	3.9%	) Weekend rate increase
- Early Bird (9 holes)	\$30.48	\$32.00	\$28.00 - \$36.00	\$30.95	\$32.50	1.5%) "	
- Sunrise (Fri only, n/a WE, Stat)	\$27.86	\$29.25	no comparison	\$29.52	\$31.00	6.0%	) Discount Adjustment
- Twi Matinée	\$43.81	\$46.00	"	\$45.71	\$48.00	4.3%	) Weekend rate increase
-1st Twilight	\$37.14	\$39.00	\$38.00 - \$49.00	\$40.00	\$42.00	7.7%	) Discount Adjustment
-2nd Twilight	\$15.95	\$16.75	\$18.00 - \$36.00	\$17.14	\$18.00	7.5%) "	
- Sunset	\$11.19	\$11.75	\$13.00 - \$32.00	\$12.38	\$13.00	10.6%) "	

2022 GOLF FEE SCHEDULE

SERVICES	2019 FEE		CURRENT MARKET	2022 and 2023 FEE		% INCREASE (BASE RATE)	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Friday, Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE	Base fee	Incl. GST			
c) LOYALTY PASS (Golf Burnaby green fees) - Valid anytime at all Burnaby golf courses - 2 Year Expiry from date of purchase or re-load - Posted Green Fee Rate is deducted from card - 8% added value given for purchase / re-load 2022 - 5% added value given for purchase / re-load 2023								
Adult 2022 (Value = \$540.00)	\$500.00		no comparison	\$500.00		0.0%	) 2% decrease in bonus given 2022) 3% decrease in bonus given 2023
Jr/Sr 2022 (Value = \$324.00)	\$300.00		no comparison	\$300.00		0.0%		
Adult 2023 (Value = \$525.00)	\$500.00		no comparison	\$500.00		0.0%		
Jr/Sr 2023 (Value = \$315.00)	\$300.00		no comparison	\$300.00		0.0%		
d) LOYALTY PASS (Central Park + Kensington) - Valid anytime at Kensington + Central Park Pitch & Putts only - 2 Year Expiry from date of purchase or re-load - Posted Green Fee Rate is deducted from card - 8% added value given for purchase / re-load 2022 - 5% added value given for purchase / re-load 2023								
Ad/Jr/Sr 2022 (Value = \$108.00)	\$100.00		no comparison	\$100.00		0.0%	) 2% decrease in bonus given 2022) 3% decrease in bonus given 2023
Ad/Jr/Sr 2023 (Value = \$105.00)	\$100.00		no comparison	\$100.00		0.0%		
e) VIP - LOYALTY PASS (Bby. Mtn. + Riverway) - Available to old (>2001) VIP Pass Holders only - Valid anytime at all Burnaby golf courses - 2 Year Expiry Date from date of last re-load - Posted Green Fee Rate is deducted from card - 20% added value given at time of re-load								
VIP - Senior (Value = \$1,800.00)	\$1,500.00		no comparison	eliminated			) program eliminated due to attrition

2022 GOLF FEE SCHEDULE

SERVICES	2019 FEE		CURRENT MARKET	2022 FEE		% INCREASE	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Friday, Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE	Base fee	Incl. GST			
f) <u>GOLF TOURNAMENTS</u>								
Tournament Package								
Total fee will include all of the following:								
- Adult Green Fee (based on course/season)	See Adult Green Fees			See Adult Green Fees				
- Tournament Administration Fee	\$5.71	\$6.00	\$6.00 - \$10.00	\$5.71	\$6.00	0.0%		
- Specialty Format (Shotgun / Crossover)	\$6.25	\$7.00	\$10.00 - \$12.00	\$9.52	\$10.00	52.3%	) Rate increase to align with market pricing
- Pro Shop Voucher	\$6.25	\$7.00	\$9.00 - \$17.00	\$8.04	\$9.00	28.6%) "	
All Food & Beverage Pkgs provided by Food Services								
g) <u>COURTESY PASSES & PROMOTIONS</u>								
Used for promotional activities, public relations initiatives or to reimburse for disruption in services.								
Maximum Annual Value - \$40,000								
h) <u>DRIVING RANGES</u>								
Warm-up special (25 balls)	\$3.33	\$3.50	no comparison	\$3.33	\$3.50	0.0%		
1 bucket 6.19 / bkt	\$5.71	\$6.00	.009 - .012 per ball	\$6.19	\$6.50	8.4%	) Rate increase to align with market pricing
3 buckets 5.55 / bkt	\$15.24	\$16.00	.008 - .011 per ball	\$16.67	\$17.50	9.4%) "	
15 buckets 4.76 / bkt	\$65.71	\$69.00	.008 - .010 per ball	\$71.43	\$75.00	8.7%) "	
50 buckets 4.51 / bkt	n/a	n/a	.007 - .095 per ball	\$225.71	\$237.00	n/a	) New package established
85 Buckets	\$80.95	\$85.00					) Eliminated
100 Buckets 4.19 / bkt	n/a	n/a	.007 - .090 per ball	\$419.05	\$440.00	n/a	) New package established
i) <u>ADVANCE BOOKING FEE</u>								
Prime plus (very high demand periods)			\$12.00 - \$20.00	\$14.29	\$15.00	n/a	) New rate established
Prime (high demand periods)	\$9.52	\$10.00	\$10.00 - \$12.00	\$9.52	\$10.00	0.0%		
Non-prime	\$4.76	\$5.00	\$10.00 - \$12.00				) Eliminated

2022 GOLF FEE SCHEDULE

SERVICES	2019 FEE		CURRENT MARKET	2022 FEE		% INCREASE (BASE RATE)	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE	Base fee	Incl. GST			
j) PITCH AND PUTTS								
(Weekday = Monday - Friday / Weekend = Saturday + Sunday + Statutory Holidays)								
<u>Regular Season Green Fees (Adult)</u>								
<u>Weekday</u> - 18 Hole	\$12.86	\$13.50	\$13.00 - \$15.12	\$13.33	\$14.00	3.7%	) Weekday rate increase
- Sunrise	\$11.43	\$12.00	no comparison	\$11.90	\$12.50	4.1%) "	
- Twilight	\$8.33	\$8.75	"	\$9.05	\$9.50	8.6%	) Discount Adjustment
<u>Weekend</u> - 18 Hole	\$12.86	\$13.50	\$13.00 - \$15.12	\$13.33	\$14.00	3.7%	) Weekend rate increase
- Twilight	\$8.33	\$8.75	no comparison	\$9.05	\$9.50	8.6%	) Discount Adjustment
<u>Off Season Green Fees (Adult)</u>								
<u>Weekday</u> - 18 Hole	\$10.00	\$10.50	no comparison	\$10.48	\$11.00	4.8%	) Weekday rate increase
- Twilight	\$6.43	\$6.75	"	\$6.90	\$7.25	7.3%	) Discount Adjustment
<u>Weekend</u> - 18 Hole	\$10.00	\$10.50	no comparison	\$10.48	\$11.00	4.8%	) Weekend rate increase
- Twilight	\$6.43	\$6.75	"	\$6.90	\$7.25	7.3%	) Discount Adjustment
<u>Regular Season Green Fees (Senior)</u>								
<u>Weekday</u> - 18 Hole	\$9.52	\$10.00	\$10.00 - \$15.12	\$10.00	\$10.50	5.0%	) Weekend rate increase
- Sunrise	\$8.57	\$9.00	no comparison	\$9.05	\$9.50	5.6%) "	
- Twilight	\$6.19	\$6.50	"	\$6.90	\$7.25	11.5%	) Discount Adjustment
<u>Weekend</u> - 18 Hole	\$12.86	\$13.50	\$10.00 - \$15.12	\$13.33	\$14.00	3.7%	) Weekend rate increase
- Twilight	\$6.19	\$6.50	no comparison	\$6.90	\$7.25	11.5%	) Discount Adjustment
<u>Off Season Green Fees (Senior)</u>								
<u>Weekday</u> - 18 Hole	\$7.38	\$7.75	no comparison	\$7.86	\$8.25	6.5%	) Weekday rate increase
- Twilight	\$5.24	\$5.50	"	\$5.71	\$6.00	9.0%	) Discount Adjustment
<u>Weekend</u> - 18 Hole	\$10.00	\$10.50	no comparison	\$10.48	\$11.00	4.8%	) Weekend rate increase
- Twilight	\$5.24	\$5.50	"	\$5.71	\$6.00	9.0%	) Discount Adjustment

2022 GOLF FEE SCHEDULE

SERVICES	2019 FEE		CURRENT MARKET	2022 FEE		% INCREASE (BASE RATE)	EXPLANATION OF VARIANCE	
	Weekend Adult rates in effect on Saturday, Sunday + City observed Statutory Holidays.							
	Base fee	Incl. GST	RANGE OF FEE (pre-tax)	Base fee	Incl. GST			
(Weekday = Monday - Friday / Weekend = Saturday + Sunday + Statutory Holidays)								
j) PITCH AND PUTTS								
Regular Season Green Fees (Junior)								
<u>Weekday</u> - 18 Hole	\$8.33	\$8.75	\$13.00 - \$15.12	\$8.81	\$9.25	5.8%	) Weekday rate increase
- Sunrise	\$7.38	\$7.75	no comparison	\$7.86	\$8.25	6.5%) "	
- Twilight	\$5.71	\$6.00		\$5.95	\$6.25	4.2%	) Weekday rate increase
<u>Weekend</u> - 18 Hole	\$12.86	\$13.50	\$13.00 - \$15.12	\$13.33	\$14.00	3.7%	) Weekend rate increase
- Twilight	\$5.71	\$6.00	no comparison	\$5.95	\$6.25	4.2%) "	
Off Season Green Fees (Junior)								
<u>Weekday</u> - 18 Hole	\$6.43	\$6.75	no comparison	\$6.90	\$7.25	7.3%	) Weekday rate increase
- Twilight	\$5.00	\$5.25	"	\$5.24	\$5.50	4.8%) "	
<u>Weekend</u> - 18 Hole	\$10.00	\$10.50	no comparison	\$10.48	\$11.00	4.8%	) Weekend rate increase
- Twilight	\$5.00	\$5.25	"	\$5.24	\$5.50	4.8%) "	

	Burnaby Mtn Fee Comparison - Adult Rates 2022			
	Base Rates - taxes included			
	Regular Season		Off Season	
	Weekday	Weekend	Weekday	Weekend
Langara <i>Redbook 25% off twilights (no rack rate discounts)</i>	\$54.00	\$60.25	\$30.25	\$30.25
McCleery <i>Redbook 25% off twilights (no rack rate discounts)</i>	\$58.25	\$64.25	\$36.00	\$36.00
Burnaby Mountain <i>Loyalty pass program</i>	\$44.00	\$55.00	\$36.00	\$44.00

	Riverway Fee Comparison - Adult Rates 2022			
	Base Rates - taxes included			
	Regular Season		Off Season	
	Weekday	Weekend	Weekday	Weekend
Fraserview <i>Redbook 25% off twilights (no rack rate discounts)</i>	\$62.25	\$68.25	\$39.00	\$39.00
Northlands <i>Redbook 25% off twilights (no rack rate discounts)</i>	\$70.00	\$75.00	\$50.00	\$55.00
Riverway <i>Loyalty pass program</i>	\$55.00	\$66.00	\$46.00	\$53.00

	Pitch & Putt Fee Comparison - Adult Rates 2022			
	Base Rates - taxes included			
	Regular Season		Off Season	
	Weekday	Weekend	Weekday	Weekend
Queen Elizabeth/Stanley Pk <i>Redbook (2 for 1) /coupons valid any time</i>	\$15.12	\$15.12	\$15.12	\$15.12
Rupert Park <i>Redbook (2 for 1) /coupons valid any time</i>	\$15.12	\$15.12	\$15.12	\$15.12
Ambleside <i>Vouchers 30% off</i>	\$13.00	\$13.00	Closed Nov - Apr	Closed Nov - Apr
Central / Kensington <i>Loyalty pass program</i>	\$14.00	\$14.00	\$11.00	\$11.00

Driving Range Market Comparison 2022				
Base Rates - taxes included				
	FEE	# of balls per bucket	\$ / ball	Additional Discounts Offered
Burnaby Mountain Drving Range & Riverway Driving Range	\$3.50	25	\$0.140	Bonus Bucket Program Suspended
	\$6.50	50	\$0.130	
	\$17.50	150	\$0.117	
	\$237.00	2500	\$0.095	
	\$440.00	5000	\$0.088	
McCleery Driving Range & Fraserview Driving Range Vancouver	\$4.00	34	\$0.118	No specials
	\$8.00	65	\$0.123	
	\$14.00	130	\$0.108	
	\$75.00	750	\$0.100	
	\$187.50	1875	\$0.100	
	\$375.00	3750	\$0.100	
	\$750.00	7500	\$0.100	
\$1,050.00	10500	\$0.100		
Savage Creek Driving Range Richmond	\$7.00	60	\$0.117	No specials
	\$60.00	600	\$0.100	
	\$130.00	1500	\$0.087	
	\$250.00	3000	\$0.083	
Westwood Plateau Driving Range Coquitlam	\$6.00	50	\$0.120	No specials
	\$47.95	500	\$0.096	
	\$84.95	1000	\$0.085	
	\$195.95	2500	\$0.078	
Eaglequest Driving Range Coquitlam	\$5.51	30	\$0.184	Paid Membership Required
	\$7.86	60	\$0.131	
	\$13.65	120	\$0.114	
	\$149.10	1,800	\$0.083	
	\$264.60	3,600	\$0.074	
	\$498.75	7,800	\$0.064	

p:\Admin\GolfBurnaby\General\Reports\2022MarketSurveyGolf.xlsx

PARKS, RECREATION AND CULTURE COMMISSION

*HIS WORSHIP, THE MAYOR
AND COUNCILLORS*

SUBJECT: BURNABY FESTIVAL OF LEARNING

RECOMMENDATIONS:

1. THAT Council approve the waiving of rental fees for Parks, Recreation and Cultural Services venues for the Burnaby Festival of Learning events to be held the first week of May in 2022, 2023 and 2024.
2. THAT a copy of this report be forwarded to the Burnaby Public Library Board for information.

REPORT

The Parks, Recreation and Culture Commission, at its Open meeting held on 2022 March 08, received and adopted the *attached* report seeking Council approval for the waiving of rental fees for Parks, Recreation and Cultural Services facilities for various Festival of Learning programs, during the first week of May in 2022, 2023 and 2024.

Respectfully submitted,

Councillor S. Dhaliwal
Chair

<p>Copied to: Chief Administrative Officer Deputy CAO/CFO GM Corporate Services GM Parks, Recreation and Cultural Services Chief Librarian</p>
--

Commissioner R. Kent
Deputy Chair



Item	2
General Manager's Report No.	3
Meeting.....	2022 Mar 08

Commission REPORT

TO: CHAIR AND MEMBERS
PARKS, RECREATION AND CULTURE
COMMISSION

DATE: 2022 March 01

FROM: GENERAL MANAGER
PARKS, RECREATION AND CULTURAL
SERVICES

FILE: 66000-20

SUBJECT: BURNABY FESTIVAL OF LEARNING

PURPOSE: To request the use of Parks, Recreation and Cultural Services facilities for various Festival of Learning programs during the first week of May in 2022, 2023 and 2024.

RECOMMENDATIONS:

1. **THAT** Commission request Council approve the waiving of rental fees for Parks, Recreation and Cultural Services venues for the Burnaby Festival of Learning events to be held in the first week of May in 2022, 2023, and 2024.
2. **THAT** a copy of this report be forwarded to the Burnaby Public Library Board for information.

REPORT

1.0 INTRODUCTION

Attached is a letter of correspondence from Burnaby Public Library requesting a fee waiver for the Burnaby Festival of Learning. The sixth annual Burnaby Festival of Learning will be held the first week of May 2022. This Festival offers the opportunity for its founding partners – Simon Fraser University and the City of Burnaby – as well as a growing number of community partners to showcase and cross promote the learning opportunities each provides. The result has been a rich and varied offering of events that encourage our community to “Learn, Grow, and Thrive”.

In 2018, the Parks, Recreation and Culture Commission approved a request for the use of free venues for festival programs from 2019-2021. The same request is now being made for 2022-2024.

To: *Parks, Recreation and Culture Commission*
 From: *General Manager Parks, Recreation & Cultural Services*
 Re: *BURNABY FESTIVAL OF LEARNING*
 2022 March 02..... Page 2

2.0 POLICY CONTEXT

City support for the Burnaby Festival of Learning is aligned with the following Council-adopted policies, plans and strategies: The Burnaby Economic Development Strategy (2007); the Social Sustainability Strategy (2011), and the Climate Action Framework (2020).

3.0 BACKGROUND

The Festival of Learning has encouraged and enhanced collaboration and partnerships between educational institutions, City departments, the public library, and community groups – working together to organize and host Festival events and other events and initiatives throughout the year. The Festival encourages awareness of the diverse interests and issues of Burnaby residents. A few excellent examples from the 2021 Festival are:

- Relations first - with Ta7taliya Michelle Nahanee: A one-hour, virtual introduction to decolonizing your relations to the land, your work and your community.
- Language Of Islamic Art: Learn How To Read And Build Geometric Patterns.
- Many Nations Minigalleries Artist Talks: Participate in an artists' talk with local Burnaby residents, Seham Gedrabo (Libya) and Amber Ross (Tr'ondëk Hwëch'in First Nation and a member of Crow Clan) and learn about their art and process.
- Supporting Transgender And Gender-Creative Children.
- From Theory To Practice: Stakeholders' Walkability/Wheelability Audits In Burnaby Neighbourhoods.

The 2022 Festival of Learning is planned for the first week of May. At present, the only confirmed Parks, Recreation and Cultural Services venue required is the Shadbolt Centre for the Arts Atrium for the evening of May 7th and Civic Square for the evening of May 8th. Other venues may be required, such as the Burnaby Art Gallery, Burnaby Village Museum, additional spaces at Shadbolt Centre for the Arts, and outdoor park areas. It is anticipated that a confirmed program of events will be available in April 2022.

4.0 RECOMMENDATIONS

The Burnaby Festival of Learning provides unique opportunities for Burnaby citizens to celebrate learning and to inform, engage and spark conversations between diverse audiences. It is also a valuable partnership with Simon Fraser University, the Burnaby School District and other community partners.

To: Parks, Recreation and Culture Commission
From: General Manager Parks, Recreation & Cultural Services
Re: BURNABY FESTIVAL OF LEARNING
2022 March 02..... Page 3

It is recommended that Commission request Council approve the waiving of rental fees for Parks, Recreation and Cultural Services venues for Burnaby Festival of Learning events to be held in the first week of May in 2022, 2023, and 2024.

It is further recommended that a copy of this report be sent to the Burnaby Public Library Board for information.



Dave Ellenwood
GENERAL MANAGER PARKS, RECREATION AND CULTURAL SERVICES

EB:tc

Attachment

p:\admin\PRCC\reports\Burnaby Festival of Learning 2022 (2022.03.08)

Copied to: Chief Administrative Officer
Deputy CAO/CFO
General Manager Corporate Services
Chief Librarian



Burnaby Public Library

December 16, 2021

TO: DAVE ELLENWOOD
DIRECTOR, PARKS, RECREATION AND CULTURAL SERVICES

FROM: HEIDI SCHILLER
ASSISSTANT DIRECTOR, PUBLIC SERVICE, LIBRARY

SUBJECT: REQUEST FOR FEE WAIVERS ON PRCS VENUES FOR FESTIVAL OF LEARNING FOR THE NEXT 3 YEARS (2022-2024)

REQUEST:

That the Parks, Recreation and Culture Commission approve the waiving of rental fees for PRCS venues for Burnaby Festival of Learning events to be held in the first week of May in 2022, 2023, and 2024.

BACKGROUND:

The sixth annual Burnaby Festival of Learning will be held in the first week of May 2022. This Festival offers the opportunity for its founding partners – Simon Fraser University and the City of Burnaby – as well as a growing number of community partners to showcase and cross promote the learning opportunities each provides. The result has been a rich and varied offering of events that encourage our community to “Learn, Grow, and Thrive.”

In 2018, the Parks, Recreation and Culture Commission approved a request for the use of free venues for festival programs from 2019-2021.

POLICY SECTION

Goals supported by Festival of Learning activities:

- A Connected Community
 - Social connection –
Enhance social connections throughout Burnaby
The Festival of Learning brings Burnaby residents of all ages, interests and demographics together with a common goal of learning from each other.
 - Partnership –

Work collaboratively with businesses, educational institutions, associations, other communities and governments

The Festival of Learning has encouraged and enhanced collaboration and partnerships between educational institutions, City departments, the public library, and community groups – working together to organize and host Festival events and other events and initiatives throughout the year.

- An Inclusive Community
 - Celebrate diversity –
 - Create more opportunities for the community to celebrate diversity
 - The Festival encourages awareness of the diverse interests and issues of Burnaby residents. A few excellent examples from the 2021 Festival were:*
 - *Relations first - with Ta7taliya Michelle Nahanee: A one-hour, virtual introduction to decolonizing your relations to the land, your work and your community.*
 - *Language Of Islamic Art: Learn How To Read And Build Geometric Patterns*
 - *Many Nations Minigalleries Artist Talks: Participate in an artists' talk with local Burnaby residents, Seham Gedrabo (Libya) and Amber Ross (Tr'ondëk Hwëch'in First Nation and a member of Crow Clan) and learn about their art and process.*
 - *Supporting Transgender And Gender-Creative Children*
 - *From Theory To Practice: Stakeholders' Walkability/Wheelability Audits In Burnaby Neighbourhoods*
 - Create a sense of community –
 - Provide opportunities that encourage and welcome all community members and create a sense of belonging.
 - In addition to the events noted above, the following events focused on community building:*
 - *Tai Chi Chuan for Everyone*
 - *Gardening for Newcomers*
 - *Community Yoga for Absolute Beginners*
 - *Trek and Talk for Newcomers*
 - *Trade Programs for Underrepresented Groups*



Heidi Schiller
ASSISTANT DIRECTOR, PUBLIC SERVICE
BURNABY PUBLIC LIBRARY

PARKS, RECREATION AND CULTURE COMMISSION

*HIS WORSHIP, THE MAYOR
AND COUNCILLORS*

SUBJECT: SPECIAL OUTDOOR EVENTS 2022

RECOMMENDATION:

1. THAT Council approve up to 12 outdoor events at Deer Lake Park Festival Lawn between 2022 May 01 and 2022 September 30, and up to 23 special events at Swangard Stadium between 2022 April 01 and 2022 November 01

REPORT

The Parks, Recreation and Culture Commission, at its Open meeting held on 2022 March 08, received and adopted the attached report seeking Council approval for outdoor special events at Deer Lake Park Festival Lawn and Swangard Stadium in 2022

Respectfully submitted,

Councillor S. Dhaliwal
Chair

Commissioner R. Kent
Deputy Chair

<p>Copied to: Chief Administrative Officer Deputy CAO/CFO GM Corporate Services GM Parks, Recreation and Cultural Services City Solicitor</p>



Item	4
General Manager's Report No.	3
Meeting.....	2022 March 8

Commission REPORT

TO: CHAIR AND MEMBERS
PARKS, RECREATION & CULTURE
COMMISSION

DATE: 2022 March 01

FROM: GENERAL MANAGER
PARKS, RECREATION & CULTURAL
SERVICES

FILE: 54000-20

SUBJECT: SPECIAL OUTDOOR EVENTS 2022

PURPOSE: To seek Council approval for outdoor events at specific locations.

RECOMMENDATIONS:

1. **THAT** approval be granted for up to 12 outdoor events at Deer Lake Park Festival Lawn between 2022 May 01 and 2022 September 30, and up to 23 special events at Swangard Stadium between 2022 April 01 and 2022 November 01.
2. **THAT** the Parks, Recreation and Culture Commission recommend Council approve up to 12 outdoor events at Deer Lake Park Festival Lawn between 2022 May 01 and 2022 September 30, and up to 23 special events at Swangard Stadium between 2022 April 01 and 2022 November 01.

REPORT

1.0 INTRODUCTION

Outdoor parks and facilities continue to play an important role for special events and festivals at two signature venues in our community - Deer Lake Park Festival Lawn and Swangard Stadium. With the relaxation of the Province's restrictions around gatherings and special events, events are returning to full capacity. The concerts and festivals for Deer Lake Festival Lawn and the special events at Swangard Stadium where amplified sound is involved are regulated by numbers and frequency. Regular scheduled events such as smaller gatherings and sporting matches occur year round as well.

This report is to secure preliminary approval for up to 12 outdoor events at Deer Lake Park Festival Lawn between 2022 May 01 and 2022 September 30, and up to 23 special events at Swangard Stadium between 2022 April 01 and 2022 November 01. This will include the City's annual Symphony in the Park, the Burnaby Blues and Roots Festival

To: Parks, Recreation & Culture Commission
From: General Manager Parks, Recreation & Cultural Services
Re: SPECIAL OUTDOOR EVENTS 2022

..... Page 2

and up to 10 ticketed concerts hosted by outside organizers and/or community groups at the Festival Lawn. Swangard Stadium will include up to 23 special events which includes the annual Burnaby Celebrates Canada Day. The increased numbers at Swangard Stadium this year is driven by the Whitecaps FC LP playing 10 games and potential playoff matches on top of the usual festivals in a regular season such as the Safe & Sound Music Festival, Korean Cultural Heritage Festival, Philippine Cultural Heritage Festival, Fiji Fest, Chinese Cultural Festival, Craft Beer Festival and others.

This is similar to past practice and with the provisions of the relevant municipal bylaws (Burnaby Noise and Sound Abatement Bylaw #1979 Amendment No.12066; Section 2). Staff will continue to manage the venue locations professionally to ensure all events and festivals are well-organized and of high quality and standards.

2.0 POLICY CONTEXT

Approval of the recommendations in this report is aligned with the following Council-adopted policies, plans and strategies; *Burnaby Economic Development Strategy (2007)*; *Social Sustainability Strategy (2011)*, and the *Corporate Strategic Plan (2017)*.

3.0 RECOMMENDATION

Commission approval is requested at this time for the 2022 outdoor events season and it is recommended that this report be advanced to Council for approval.



Dave Ellenwood
GENERAL MANAGER PARKS, RECREATION & CULTURAL SERVICES

DN/yc:tc
Special Outdoor Events 2022 (2022.03.08)

Copied to: Chief Administrative Officer
Deputy CAO/CFO
GM Corporate Services
City Solicitor



CHIEF ADMINISTRATIVE OFFICER'S REPORT March 21, 2022

Unless otherwise noted, the departmental recommendations contained in this Chief Administrative Officer's Report are approved and recommended by the Chief Administrative Officer to the Mayor and Council.

HIS WORSHIP THE MAYOR AND MEMBERS OF COUNCIL;

The following report is submitted for your consideration:

Item

- 01 CONTRACT AWARD
 WRIGHT STREET UTILITIES AND ROAD UPGRADES**
- PURPOSE:** To obtain Council approval to award a contract for the Wright Street Utilities and Road Upgrades project.
-
- 02 REZONING REFERENCES #17-34, #17-39, #18-21 AND #18-23 AND THE
 PHASED DEVELOPMENT AGREEMENT BYLAW
 (6433 MCKAY AVENUE AND 6366 CASSIE AVENUE, 6444 SILVER
 AVENUE, 4355 MAYWOOD STREET, AND 6630 TELFORD AVENUE)
 RESPONSE TO ISSUES RAISED AT PUBLIC HEARING**
- PURPOSE:** To provide further information on the issues raised at the Public Hearing for Rezoning References #17-34, #17-39, #18-21 and #18-23 and the related Phased Development Agreement (PDA).
-
- 03 ROAD CLOSURE REFERENCE #21-03
 BEVAN LANDS
 X-REFERENCES:
 SUBDIVISION #20-41, #21-16;
 REZONING #16-39, 19-59, 20-17, 22-04;
 PROPOSED CLOSURE OF A PORTION OF STRIDE AVENUE, FENWICK
 STREET AND 15TH AVENUE AND BEVAN STREET REAR LANE**
- PURPOSE:** To obtain Council authority to introduce a Burnaby Highway Closure Bylaw for the closure of a portion of Stride Avenue, Fenwick Street, 15th Avenue and Bevan Street rear lane.

Item

**04 REZONING REFERENCE #21-06
NEW SOUND STAGE WITH OFFICE AND WORKSHOP SPACE**

PURPOSE: To seek Council authorization to forward this application to a Public Hearing on 2022 Apr 26.

**05 REZONING REFERENCE #21-22
HIGH-RISE APARTMENT BUILDING WITH STREET-FRONTING
LIVE/WORK TOWNHOUSES
BRENTWOOD TOWN CENTRE DEVELOPMENT PLAN**

PURPOSE: To seek Council authorization to forward this application to a Public Hearing on 2022 Apr 26.


**06 REZONING REFERENCE #21-35
LICENSED CHILDCARE FACILITY**

PURPOSE: To seek Council authorization to forward this application to a Public Hearing on 2022 Apr 26.

**07 REZONING REFERENCE #21-42
GOVERNMENT CANNABIS STORE**

PURPOSE: To seek Council authorization to forward this application to a Public Hearing on 2022 April 26.

Yours respectfully,


Leon A. Gous, PEng, MBA
Chief Administrative Officer



Item.....
Meeting..... 2022 Mar 21

COUNCIL REPORT

TO: CHIEF ADMINISTRATIVE OFFICER **DATE:** 2022 March 16

FROM: ACTING CHIEF FINANCIAL OFFICER **FILE:** 5820-20
Reference: CA-3194

**SUBJECT: CONTRACT AWARD
WRIGHT STREET UTILITIES AND ROAD UPGRADES**

PURPOSE: To obtain Council approval to award a contract for the Wright Street Utilities and Road Upgrades project.

RECOMMENDATION:

- 1. THAT** Council approve a contract award to Jack Cewe Construction Ltd. for an estimated total cost of \$2,529,834.30 including GST in the amount of \$120,468.30 as outlined in this report. Final payment will be based on the actual quantity of goods and services delivered and unit prices as tendered.

REPORT

Eight tenders ranging from \$2,529,834.30 to \$3,884,736.45 were received by the closing time on 2022 March 09. The scope of this project includes utility upgrades (combined sewer separation) and full road upgrades on Newcombe Street including paving, curbs, gutters, sidewalks, streetlights, street trees, and road rehabilitation on the following locations:

- Wright Street – 13th Avenue to 17th Avenue (road rehabilitation & a small section of combined sewer separation);
- 17th Avenue – Newcombe Street to Cumberland Street (road rehabilitation);
- 14th Avenue – Newcombe Street to Cumberland Street (road rehabilitation); and
- Newcombe Street – 13th Avenue to 17th Avenue (full road upgrades).

The lowest tenderer, Jack Cewe Construction Ltd., has completed previous projects under contract to the satisfaction of the City. Review by City staff and our consultant indicates the contractor has the necessary equipment and personnel to successfully complete the work required under this contract. The General Manager Engineering concurs with the above recommendation.

To: Chief Administrative Officer
From: Acting Chief Financial Officer
Re: Contract Award
Wright Street Utilities and Road Upgrades
2022 March 21 Page 2

Funding for this capital work is included in the 2022 – 2026 Financial Plan under WBS elements EKA.3194 (\$750,800.00) and EMC.3194 (\$1,658,700).



Bob Klimek
ACTING CHIEF FINANCIAL OFFICER

BK:GC:AF/ew:kl

Copied to: General Manager Engineering
City Solicitor



Item
Meeting..... 2022 March 21

COUNCIL REPORT

TO: CHIEF ADMINISTRATIVE OFFICER **DATE:** 2022 March 16

FROM: GENERAL MANAGER **FILE:** 49500 20
PLANNING AND DEVELOPMENT *References:* REZ #17-34, 17-39, 18-21, 18-23

SUBJECT: REZONING REFERENCES #17-34, #17-39, #18-21 AND #18-23 AND THE PHASED DEVELOPMENT AGREEMENT BYLAW (6433 MCKAY AVENUE AND 6366 CASSIE AVENUE, 6444 SILVER AVENUE, 4355 MAYWOOD STREET, AND 6630 TELFORD AVENUE) RESPONSE TO ISSUES RAISED AT PUBLIC HEARING

PURPOSE: To provide further information on the issues raised at the Public Hearing for Rezoning References #17-34, #17-39, #18-21 and #18-23 and the related Phased Development Agreement (PDA).

RECOMMENDATION:

1. **THAT** a copy of this report be sent to the applicant and to those who spoke at, or submitted correspondence to the Public Hearing for Rezoning References #17-34, #17-39, #18-21 and #18-23, and the related PDA Bylaw.

R E P O R T

1.0 BACKGROUND

On 2021 December 14, a Public Hearing was held for Rezoning References #17-34, #17-39, #18-21 and #18-23 as well as the associated PDA Bylaw. The purpose of the subject rezoning applications is to permit the development of four residential high-rise buildings in the Maywood area of Metrotown in accordance with the terms specified in a proposed PDA Bylaw.

At the Public Hearing the following number of submissions were received in relation to the subject Rezoning References and the PDA Bylaw:

- Rezoning #17-34 had 12 written and 12 verbal responses
- Rezoning #17-39 had two written and six verbal responses
- Rezoning #18-21 had two written and three verbal responses
- Rezoning #18-23 had three written and six verbal responses
- The PDA Bylaw had no written responses and ten verbal responses

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21 Page 2

Many of the submissions received expressed concerns relating to the subject developments. The concerns raised can be categorized into six general subject areas:

- the impacts of development;
- the phasing of the four subject developments and the relocation of rental tenants;
- the implementation of the City’s Tenant Assistance Policy (TAP);
- the proposed facilities in the rental replacement building;
- building maintenance; and,
- the applicant’s and the City’s communication with tenants.

At the Public Hearing, Council requested that a staff report be submitted to provide further information on the issues raised. This report responds to Council’s request.

2.0 ISSUES RAISED

Hereafter, for ease of reference, the four sites will be referred to as the following:

Rezoning Reference	Address	Name Reference
#17-34	6366 Cassie Avenue 6433 McKay Avenue	Cassie/McKay
#17-39	6444 Silver Avenue	Silver
#18-21	4355 Maywood Street	Maywood
#18-23	6630 Telford Avenue	Telford

Table 1: Subject Rezoning Applications’ Name Reference

2.1 The Impacts of Development

2.1.1 Environmental Sustainability

One of the concerns raised during the Public Hearing process was the sustainability of the proposed developments.

In relation to the environmental sustainability of the subject redevelopments, new development over 600 m² built within the City, including new multi-family developments such as the subject sites, are required to meet the Energy Step Code requirements as outlined in the Part 3 Green Building Policy. The implementation of the Energy Step Code supports the City’s Environmental Sustainability Strategy (ESS)¹ and the Community Energy Emissions Plan (CEEP)² by reducing the Green House Gas (GHG) emissions of new buildings. This is attained through five key components:

¹ [A Plan for Burnaby’s Green Future \(2016\)](#)

² [Community Energy Emissions Plan \(2016\)](#)

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21 Page 3

- energy modelling and air tightness testing;
- higher energy efficiency;
- flexibility in energy efficiency performance requirements;
- a low carbon energy system policy; and,
- monitoring and reporting of energy usage over time.

Nearly half of Burnaby's total GHG emissions come from heating and cooling buildings.³ Requiring a higher standard of energy efficiency for new residential buildings across the City will have a positive impact on meeting the City's sustainability goals and adopted carbon reduction targets as well as improve air quality and pollution for Burnaby residents.

With regard to sustainable water practices, the BC Building Code (2018) requires water efficient fixtures to be installed in new residential washrooms and kitchens and places efficiency requirements on water heating equipment through the Energy Step Code.

The Climate Action and Energy Division works with applicants to ensure compliance with municipal, provincial, and federal regulations and acts to protect and improve the health and quality of the environment. These regulations include requirements related to stormwater, groundwater, and rainwater management.

All new developments are required to adhere to the Stormwater Management Approach Policy⁴, which establishes the onsite retention, infiltration, and treatment of stormwater for new developments. Buildings with underground structures (e.g., underground parking) are also required to submit a Ground Water Management Plan to ensure that there will not be adverse impacts to the surrounding groundwater. The applicant will be required to submit both a Stormwater Management and Groundwater Management Plan for each of the subject developments. Additionally, the applicant will be required to submit to the City an Erosion and Sediment Control Plan and obtain a permit prior to construction of any of the four subject developments.

As a part of the Town Centre Standards⁵, each of the four subject development sites will be required to establish a Rainwater Management Amenity (RMA) as part of the redevelopment of the streets abutting each of the development sites. An RMA provides an effective approach to rainwater management and enhances the visual landscape to compliment other sustainable practices on site.

Lastly, while there can often be a benefit to retrofitting an existing building rather than redevelopment, the replacement of existing medium-density older stock residential buildings with high-density residential buildings that are built to a higher standard of efficiency provides a more sustainable housing provision for more residents within the same site area.

3. [Green Building Requirements for New Part 3 Buildings Report \(2018\)](#)

4 [Total Stormwater Management Approach Policy \(2003\)](#)

5 [Burnaby Town Centre Standards \(2020\)](#)

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21 Page 4

2.1.2 Social and Economic Sustainability

Concern was expressed regarding housing affordability in general, the loss of older rental housing stock, and the number of affordable units provided as part of the proposed development.

With regard to the affordability of the subject properties, the delivery of replacement and inclusionary rental units provides non-market, market median, and market rate rental housing. These tenures provide Metrotown residents with a range of affordable and market rate rental housing that will be secured in perpetuity through housing agreement bylaws and covenants on title.

In accordance with Council's adopted Rental Use Zoning Policy⁶, Stream 1, Rental Replacement and Stream 2, Inclusionary Rental, applies to the four rezoning applications. In this regard, the applicant is required to provide Rental Replacement units equivalent to the number of rental units being redeveloped (220 units), to be located on the Telford site. The number of Rental Replacement units to be delivered exceeds the minimum required 20% of the market units delivered within the four sites under the RM4s density (excluding offset), as shown in Table 2:

Rezoning Site	Number of Rental Replacement Units Provided at Telford	Minimum 20% of Market Units Delivered Under RM4s Density	Difference
Cassie/McKay	95	55	+40
Silver	45	31	+14
Maywood	39	25	+14
Telford	41	30	+11
Total	220	140	+80

Table 2: Proposed Rental Replacement Units vs. Required 20% Minimum

Additionally, the applicant is utilizing the remaining rental density at Telford to deliver market rate and Canadian Mortgage and Housing Corporation (CMHC) market median rate rental housing units at a one-to-one ratio. The Telford development will deliver 84 market units and 84 CMHC market median units. It is noted that CMHC market median rental units provided would have their rents tied to CMHC median market rental rates. The registration of a Housing Covenant and a Housing Agreement will be required to protect and regulate rent levels and tenure of all the non-market rental units.

Current rental rates for purpose-built rental units are determined by many market factors including, but not limited to, age of construction, building condition, location, supply, and demand. Given convenient access to transit and services in the Metrotown Town Centre, housing demand is high, and vacancy rates are quite low, resulting in increasing rents.

⁶ [Finalized Rental Use Zoning Policy, Council Report 2020 March 09](#)

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21 Page 5

The delivery of a purpose-built rental development with a majority of non-market rental units will provide much needed affordable housing for residents in the area and allow existing rental residents to remain in their neighbourhoods. It will also provide a more affordable housing for new residents to join the community. This prevents long-term displacement of lower income Burnaby residents and makes space for new residents who contribute to the social vitality and diversity of the Metrotown area.

The construction of the four buildings within the subject rezoning sites will also create many well-paid skilled labour jobs for those in the Metrotown area and beyond. The applicant has stated that they anticipate the construction of each building will create approximately 300-350 jobs for the duration of the project. This is in addition to the employment generated from the design and planning of each building, as well as the post-construction operation and maintenance of each building at the Cassie/McKay, Silver, Maywood and Telford.

2.1.3 Construction Impacts

Concerns were raised regarding the potential impacts to the surrounding areas during construction, specifically dust, noise and construction traffic.

It is recognized that during the construction phase of any development, there will be some impact to the surrounding area, including noise and dust. To minimize noise impacts to the surrounding neighbourhood, the applicant will be required to ensure that construction and vehicle noise originating from the proposed development site abides by the permitted hours of construction and the Burnaby Noise or Sound Abatement Bylaw. The Bylaw limits construction activity to the hours of 7:00 am to 8:00 pm Monday to Friday, and 9:00 am to 8:00 pm on Saturdays. The Bylaw also limits the level of noise emanating from construction sites to 85 dBAs. With respect to air pollution, the applicant will be required to submit a sediment control plan to the Engineering Department prior to issuance of a Building Permit to ensure that dust and other sediment control matters are properly managed. The proposed construction activities onsite will be required to comply with all municipal and regional bylaws concerning noise, dust and air quality, including Metro Vancouver's Air Quality Management Bylaw No. 1082, 2008.

To mitigate potential traffic impacts during construction activities, the applicant will be required to submit a construction access plan to the Engineering Department prior to commencement of construction. The plan would address construction access locations, materials delivery locations and timing, and specific requests for construction-related road closures. As an overarching principle, the applicant will be requested to accommodate construction traffic and materials delivery on the development site itself, wherever possible. Further, contractors and trades will be encouraged to use transit to access the site, and applicants will also be required to secure sufficient off-street parking for contractors and trades so that parking on City streets is not necessary.

2.1.4 Impacts on adjacent developments

A concern was raised regarding the potential impact of the Cassie/McKay development on the solar access (shadowing) of the residential tower at 6288 Cassie Avenue.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21 Page 6

It is noted that the proposed tower floor plate is 698 m² (7,517 sq.ft.), which is less than the 750 m² (8,100 sq.ft.) generally identified in Metrotown Downtown Plan Urban Design guidelines as a recommended maximum floor plate size for buildings under 50 storeys. To minimize the impact of the development the proposed building has a setback tower position and slender profile that minimizes shadowing and allows the shadow to travel quickly across adjacent areas throughout the day. Due to the location of the proposed tower, shadow studies undertaken by the consultant demonstrate that the tower will have some impacts to 6288 Cassie Avenue generally towards the afternoon (2 pm) in the spring and winter. There are no solar access impacts to the development at 6288 Cassie Avenue in the spring, summer, and winter in the morning and at midday. Within the Metrotown Town Centre context, the proposed building height and massing has appropriately taken into consideration issues of shadowing/solar access.

A concern was also raised regarding the potential impact of the Telford development on proposed adjacent development at 6540 and 6592 Telford Avenue (Rezoning Reference #21-39), specifically regarding the lot size of the Telford development, tower placement in relation to proposed buildings at the REZ #21-39 site, tower separation of the Telford development, and the accommodation of a neighbourhood linkage fully on the latter site.

With regard to the lot size, while the proposed Telford development lot size of (3,164.8 m² (34,066 sq.ft.) is smaller than the recommended guideline for minimum lot size for a two tower site as outlined in the Metrotown Downtown Plan⁷, which is 4,460 m² (48,000 sq.ft.), the applicant has demonstrated site circulation and servicing requirements are being met. In addition, the applicant has appropriately oriented the two towers to secure the required minimum setbacks and allow for maximum building separation both within the site and to adjacent lots. Early block planning provided by the applicant demonstrated that the minimum required tower separation distance can be easily accommodated between the subject lot and 6540 and 6592 Telford Avenue while accommodating the proposed development on the Telford site.

While the Metrotown Downtown Plan provides guidelines for the separation of towers on the same lot, discretion may be granted on a site-by-site basis to accommodate irregular site configurations or priority development programs. In this circumstance, the applicant has demonstrated ability to minimize potential privacy and overlook concerns between the two rental towers on the Telford lot through careful consideration of interior layout and window placement.

The Metrotown Downtown Plan identifies the need for a neighbourhood linkage in the vicinity of the Telford development. While initially proposed to be accommodated fully on at 6540 and 6592 Telford, the City is working with the applicant to accommodate a portion of the neighbourhood linkage Statutory Right of Way on the northern extent of the Telford site.

⁷ [Metrotown Downtown Plan \(2017\)](#)

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21 Page 7

2.2 The Phasing of the Four Subject Developments and the Relocation of Rental Tenants

Concerns were raised regarding the phasing of the construction of the four developments and the impact of the phased approach on current tenants. The PDA provides an overview of the phased development approach and the rationale behind phasing the construction of the developments:

As noted in the 2020 December 07 [adopted PDC] report, the applicant wishes to advance the four subject sites concurrently, incorporating the rental use zoning and tenant assistance policy measures adopted by Council. However, recognizing the challenges of concurrently advancing four mixed-tenure sites, the applicant requested that in order to advance the rental provision earlier in the development process, the development density and policy-required replacement (affordable) rental units be transferred amongst the four properties as described below, and that development proceed in a phased manner. Site A (Telford) and Site B (Cassie/McKay) are proposed to be developed immediately and concurrently as part of Phase 1. Site C (Silver) and Site D (Maywood) are permitted to be developed at a later date, either concurrently or separately, based on market conditions.

The proposed phased development approach enables the required rental replacement units, as well as an additional 168 CMHC market median and market rate rental units, to be delivered in the first phase of the development. This ensures that the rental replacement units are delivered in advance of the development of two of the subject rezoning sites (Silver and Maywood) and in advance of, or concurrently with, the development at the Cassie/McKay site.

All eligible tenants are protected by the City's Tenant Assistance Policy (TAP). Residents living in the existing buildings at Cassie/McKay and Telford will relocate temporarily to interim housing during construction, during which time they will be eligible for rent top-ups. The phased approach attempts to minimize displacement for the residents of the sites at Silver and Maywood, who may be able to remain in their units until the rental replacement units are ready for occupancy. If eligible tenants from Silver and Maywood are required to move into interim housing temporarily because the Rental Replacement units at Telford are not ready for occupancy, they will be protected in accordance with the TAP (*i.e.*, rent top-ups). The TAP provides protection measures for all eligible tenants who will be required to relocate and is designed to ensure that disruption is minimized for tenants living in rental properties undergoing rezoning and redevelopment. All eligible tenants who have to relocate to interim housing will be protected with rent top-ups and all eligible tenants will be offered a Replacement Rental Unit in the new Telford building, at the same rent they were paying when they were displaced (plus any increases allowed by the Residential Tenancy Branch).

2.3 The Implementation of the Tenant Assistance Policy (TAP)

Concerns were raised at the Public Hearing regarding tenant compensation under the TAP and the rental development at Telford, including the amount of compensation provide under the TAP, the eligibility of tenants under the TAP, the provision of replacement rental housing units and facilities, and the information provided at tenant meetings and Public Hearings.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21 Page 8

2.3.1 Tenant Assistance Policy

During the construction of a new residential development, interim housing is secured under the TAP for eligible existing residents who are relocated. While residents are living in interim housing, they are provided with financial compensation to alleviate the financial burden of relocation. Rental assistance is provided through several different mechanisms, as described in the Tenant Assistance Policy⁸, and below:

- Rental top-ups through applicant-secured interim housing:
 - The applicant (i.e., the developer) finds a suitable housing option for the tenant. The tenant pays the same rent as they were paying at the rezoning application site and the applicant will pay the difference in rent between the existing unit and the interim unit.
 - The rental top-up amount is provided for as long as it takes for the new Rental Replacement unit to be ready for occupancy, at which point the tenant can choose to move into the new unit or not.
 - This option is recommended to tenants who are concerned with the potential cost of interim housing as the top-up amount is not limited by the top-up formula applicable to the tenant secured interim housing, or those who are concerned about their ability to find housing in a competitive housing market.
- Rental top-ups through tenant-secured interim housing:
 - Tenants find their own interim housing and the developer provides a rent top-up to account for the difference between their previous rent and the new rental rate in the interim housing, up to a maximum based on the number of bedrooms in their existing unit. The rent top-up maximum amount is calculated based on the greater of: the most recent CMHC market median rent for a similar unit + 30% minus the tenant's previous rent; or, the tenant's previous rent + 15%.
 - The rent top-up amount is provided for as long as it takes for the new Rental Replacement unit to be ready for occupancy, at which point the tenant can choose to move into the new unit or not.
 - This option is recommended for tenants who want more flexibility in choosing their housing type or who are moving outside of the Lower Mainland.
- A lump-sum payment:
 - In certain circumstances, tenants have the option of taking a one-time lump-sum payment instead of rent top-ups. The lump sum is equivalent to rent top-ups times 36 months.
 - Circumstances in which a tenant would be eligible to receive a lump-sum payment could include a tenant who has: purchased a property or moved into housing where

⁸ [Tenant Assistance Policy, 2020 March 09](#)

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21 Page 9

the payment of rent is no longer required; moved into a long-term assisted living facility; joined the military; or is relocating outside of British Columbia.

- Moving assistance
 - Moving assistance is to be provided to tenants on a dwelling unit basis, for the move-out and move-in to the rezoning application site. Tenants may select one of two moving assistance options paid for by the applicant on the moving date, either an insured moving company arranged by the applicant or a flat-rate payout based on the tenant's number of bedrooms at the rezoning application site.

The TAP allows residents to choose whichever options work best for them, based on their unique circumstances, and offers much flexibility to change options.

There were a number of concerns raised regarding the length of time financial assistance is provided for tenants in interim housing. For clarity, financial assistance in the form of rental top-ups is provided to tenants in interim housing for the duration of the construction of the project until eligible tenants move into their Rental Replacement unit or choose not to return. There is no time limit to the length of time top-ups are provided, and the City secures a bond to cover the cost of top-ups in the event the applicant fails to fulfil their obligations.

In addition to the compensation outlined above, Section 4.2.3 of the TAP requires applicants to provide additional support to vulnerable tenants to assist with relocation. This additional support varies and may include one-on-one meetings, driving tenants to interim housing viewings, help with packing and more.

2.3.2 Tenant eligibility

Questions were raised regarding tenant eligibility to receive benefits under the TAP. The eligibility dates establish when a tenancy is considered eligible to receive benefits under the current TAP.

For rezoning applications submitted on or after 2019 December 02, the eligibility date is the date that the rezoning application is submitted to the City.

For rezoning applications submitted before 2019 December 02, the eligibility date is as follows:

- If the initial report received Council Authorization before 2019 December 02, the eligibility date is the date that Council authorized staff to work with the rezoning applicant on a suitable plan of development. The Cassie/Mckay and Silver sites fall into this category.
- If the initial report received Council Authorization on or after 2019 December 02, the eligibility date is the date that the rezoning application was submitted to the City. The Telford and Maywood sites fall into this category as Council did not authorize staff to work with the applicant until after 2019 December 02, despite the rezoning applications being received prior to this date.

The eligibility date for the subject rezoning applications is outlined in Table 3:

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21Page 10

Project	Eligibility Date	Eligibility Cut-Off
Cassie/McKay	2018 April 09	Authorization Date
Silver	2018 June 11	Authorization Date
Maywood	2018 April 27	Application Date
Telford	2018 May 07	Application Date

Table 3: Tenant Eligibility Dates

Tenants living in the subject sites on the dates outlined in Table 2 are eligible to receive compensation under the TAP unless they do not qualify. Reasons a tenant would be ineligible under the TAP includes any of the following: anyone who moved into the subject buildings after the eligibility date; tenants who were subletting and/or not on the tenancy agreement on the eligibility date; tenants who were evicted due to their or their guest's actions; or a tenant who is already receiving TAP benefits from another rezoning application.

2.4 The Proposed Facilities in the Rental Replacement Building

Concerns were raised regarding the Rental Replacement units and amenities at Telford. This includes the delivery of rental units, the provision of parking, the configuration of laundry facilities, and the amenities available on site.

The Telford development provides the same number of rental units lost through redevelopment of the four sites, and the Rental Replacement units will deliver the same unit mix. This means that all eligible tenants will have the option of moving into a Rental Replacement unit that has the equivalent number of bedrooms as the unit they occupied at the subject rezoning application sites. As per the Zoning Bylaw, 20% of the Rental Replacement units will be adaptable units, which means eligible tenants with accessibility needs can be accommodated. The applicant has confirmed that they will work with all eligible tenants to provide a Rental Replacement unit that best suits their needs.

The Telford development will be providing the required number of parking stalls as per the Zoning Bylaw (0.6 spaces per rental unit). There will be a total of 388 rental units delivered, equating to 232 parking spaces provided, inclusive of 38 visitor parking spaces. There will be 220 Rental Replacement units delivered, requiring the delivery of 132 parking spaces. The applicant carried out a parking survey of the parking usage at the existing buildings in 2020 April and found that there were 112 parking spaces in use and the average number of parking stalls in use was 0.5 stalls per unit.

Laundry facilities for the Rental Replacement units in the Telford development are provided in a centralized shared laundry room. This configuration was chosen in order to ensure maintenance of rental laundry machines and to provide cost savings to residents and the non-market rental operator through reduced building construction, maintenance and insurance costs. The existing buildings at the subject rezoning sites currently have shared laundry facilities.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
 2022 March 21Page 11

The proposed development at Telford provides generous amenities for both the market and non-market tenants. The site contains a shared central courtyard with landscaping, seating areas and a children's play area. The Rental Replacement and non-market rental building will also include:

- a ground floor lobby, a seating lounge, and a shared laundry facility;
- a fitness room, meeting room, and party room with full kitchen; and,
- a rooftop outdoor amenity space with urban agriculture plots, a covered BBQ area, lounge area with fire pit, and additional dog-friendly and child-friendly spaces.

2.5 Building Maintenance

Concerns were raised regarding the maintenance of the existing buildings on the rezoning application sites.

The Residential Tenancy Act requires that landlords must provide rental units that meet the health and safety standards as required by law and are kept in good repair. Additionally, Section 7 of the TAP requires that applicants continue to comply with the health, safety, and housing standards as required by law for the occupied buildings on rezoning application sites.

In response to concerns raised at the Public Hearing, the applicant provided City staff with detailed maintenance records for all five buildings located on the subject rezoning application sites since 2017. Records include both routine maintenance and repairs carried out on the subject sites, including activities such as suite and building cleaning, grounds maintenance, snow removal, specialized waste removal services, pest control and specific repairs. From 2017 July to 2022 January there were over 2,300 maintenance and repair activities logged, averaging on 41 activities per month across the five buildings in the subject rezoning application sites.

2.6 The Applicant's and the City's Communication with Tenants

Concerns were raised regarding communication with tenants regarding the rezoning and the implementation of the TAP by both the applicant and City staff.

Shortly after the subject applications were received by the City, all rezoning applications involving purpose-built rental buildings were paused to allow for the policy development in the areas of the rental use zoning and tenant assistance. This meant that there was an extended period of time where the subject sites were not actively progressing through the rezoning process, limiting tenant communication regarding rezoning status. Following Council adoption of the Rental Use Zoning Policy and the TAP, City staff worked with the applicant to reinitiate the rezoning process for the four subject applications. Since that time, City staff have been working with the applicant to provide information to tenants as the subject applications progress through the rezoning process.

2.6.1 Applicant Communication

Following the Public Hearing, the applicant provided City staff with a record of all communication with tenants regarding the TAP and the rental replacement. The applicant was required, through

To: Chief Administrative Officer
From: General Manager Planning and Development
Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
2022 March 21Page 12

the TAP, to provide tenants with a Tenant Relocation Coordinator (TRC). The TRC is the primary applicant contact for tenants and assists the applicant in the delivery of their obligations under the TAP. This includes communicating with tenants, assisting with finding interim housing, and supporting tenants to move into the Rental Replacement units. The TRC also assists the City Renters Office with the submission of required information, forms, and documents.

As per the implementation requirements, prior to the tenant meetings, the TRC distributed the required documents, including eligibility letters, the current TAP, Zoom meeting instructions, posters and the Tenant Assistance Form via email and mail. City staff are satisfied that the communication delivered by the applicant to date is aligned with what is required through the TAP and is similar to that of other comparable rezoning applications.

2.6.2 Tenant Meetings

As part of the requirements through the TAP, the applicant and TRC, along with City staff hosted tenant meetings to provide information regarding the subject applications, outline the implementation of the TAP, and to answer any questions tenants may have. There were four meetings held in the first half of 2021 November, one for each of the subject rezoning applications. Due to public health restrictions related to the COVID-19 pandemic, meetings were held virtually. Tenants could either join by Zoom or call into the meeting via telephone. Prior to each meeting, a paper copy of the presentation slides was provided to each tenant.

Each meeting was 1.5 hours in length and consisted of a one-hour long presentation and 30 minutes for tenant questions. All questions asked during the meetings were noted by City staff and following each meeting all tenants of the relevant building were provided with a printed question and answer sheet that provided a record of the questions asked during the tenant meeting and detailed answers.

In addition to the required meetings, in response to the concerns raised at the Public Hearing, City staff held two additional tenant meetings to reiterate the information provided at the previous tenant meetings regarding the TAP. Due to public health restrictions, it was necessary to hold these meetings virtually. The meetings were held on 2022 February 24 for the Cassie/McKay sites and the Telford site and 2022 March 03 for the Silver and Maywood sites. Each meeting was two hours in length and led by City staff. The applicant and the TRC were invited to join the meeting during the last 30 minutes of the meeting to allow for tenants to express any concerns or discuss any items they may not have felt comfortable discussing in front of the applicant. These meetings were well attended with 30 tenants attending the first meeting and 31 tenants the second meeting. Following each meeting, each tenant in the relevant buildings was provided with a printed copy of all questions asked in the meeting with detailed answers.

3.0 CONCLUSION


The purpose of the subject rezoning applications and PDA is to permit the phased development of four residential high-rise development sites in the Maywood area.

To: Chief Administrative Officer
From: General Manager Planning and Development
Re: REZONING REFERENCES #17-34, 17-39, 18-21, 18-23
2022 March 21 Page 13

This report provides information responding to a number of concerns raised at Public Hearing. In order to achieve Final Adoption of the rezoning and PDA Bylaws, the developer will be required to satisfy all prerequisite conditions of the subject rezoning applications. This includes all requirements outlined in the Public Hearing reports and the terms of the Phased Development Agreement, and the delivery of rental housing in accordance with the City’s Rental Use Zoning policy and the TAP.

Overall, the development proposals are consistent with the Metrotown Downtown Plan, the Rental Use Zoning and Tenant Assistance Policies, high quality in architectural and landscape treatment, and considered beneficial to the community through the provision of market and non-market rental units. In view of the above, the proposed rezoning applications and PDA Bylaw remain supported by staff.

It is recommended that a copy of this report be sent to the applicant and those who spoke at, or submitted correspondence to the Public Hearing for Rezoning References #17-34, #17-39, #18-21 and #18-23 and the PDA Bylaw.



E.W Kozak, General Manager
PLANNING AND DEVELOPMENT

JDC:tn

cc: General Manager Community Safety
City Solicitor
City Clerk



Item
Meeting .....2022 March 21

COUNCIL REPORT

TO: CHIEF ADMINISTRATIVE OFFICER **DATE:** 2022 March 16

FROM: GENERAL MANAGER **FILE:** 87000 05
 PLANNING AND DEVELOPMENT **Reference:** *ROD #21-03*

SUBJECT: **ROAD CLOSURE REFERENCE #21-03**
BEVAN LANDS (see Schedule A and Sketch #1)
X-REFERENCES:
SUBDIVISION #20-41, #21-16;
REZONING #16-39, 19-59, 20-17, 22-04;
Proposed Closure of a Portion of Stride Avenue, Fenwick Street and 15th
Avenue and Bevan Street Rear Lane

PURPOSE: To obtain Council authority to introduce a Burnaby Highway Closure Bylaw for the closure of a portion of Stride Avenue, Fenwick Street, 15th Avenue and Bevan Street rear lane.

RECOMMENDATION:

- 1. THAT** Council authorize the introduction of a Highway Closure Bylaw for an approximate 9,274.00 m² (99,825 sq. ft.) portion of road and lane area, as shown on the *attached* Sketch #1.

REPORT

On 2020 November 09, Council granted Final Adoption for Rezoning Reference #19-59 and on 2022 February 28, Council granted Third Reading for Rezoning Reference #16-39. These rezoning applications proposed guidelines for the development of market and non-market rental housing on the Bevan Lands site, which encompasses a total of 20 properties (see Schedule A and Sketch #1 *attached*).

A Highway Closure Bylaw is required to close three City-owned road allowances located on a portion of Stride Avenue, Fenwick Street, and 15th Avenue, and one rear lane allowance located at the rear of 7514-7580 Bevan Street and 6199 Marine Drive. The proposed road closure areas are approximately 2,600.00 m² (27,986 sq. ft.) on Stride Avenue, 4,150.00 m² (44,670 sq. ft.) on Fenwick Street and 1,800.00 m² (19,375 sq. ft.) on 15th Avenue and the proposed lane closure area is approximately 724.00 m² (7,793 sq. ft.). All areas are subject to final survey confirmation.

To: Chief Administrative Officer
From: General Manager Planning and Development
Re: ROAD CLOSURE REFERENCE #21-03
2022 March 21 Page 2

It is recommended that Council authorize the City surveyor to prepare the necessary survey plans for the introduction of a Highway Closure Bylaw, which appears elsewhere on this Council agenda. With subsequent adoption of the bylaw, the subject road and lane areas would be closed, consolidated with adjacent development sites, and reconfigured as part of the completion of the applicable subdivision and road closure applications.



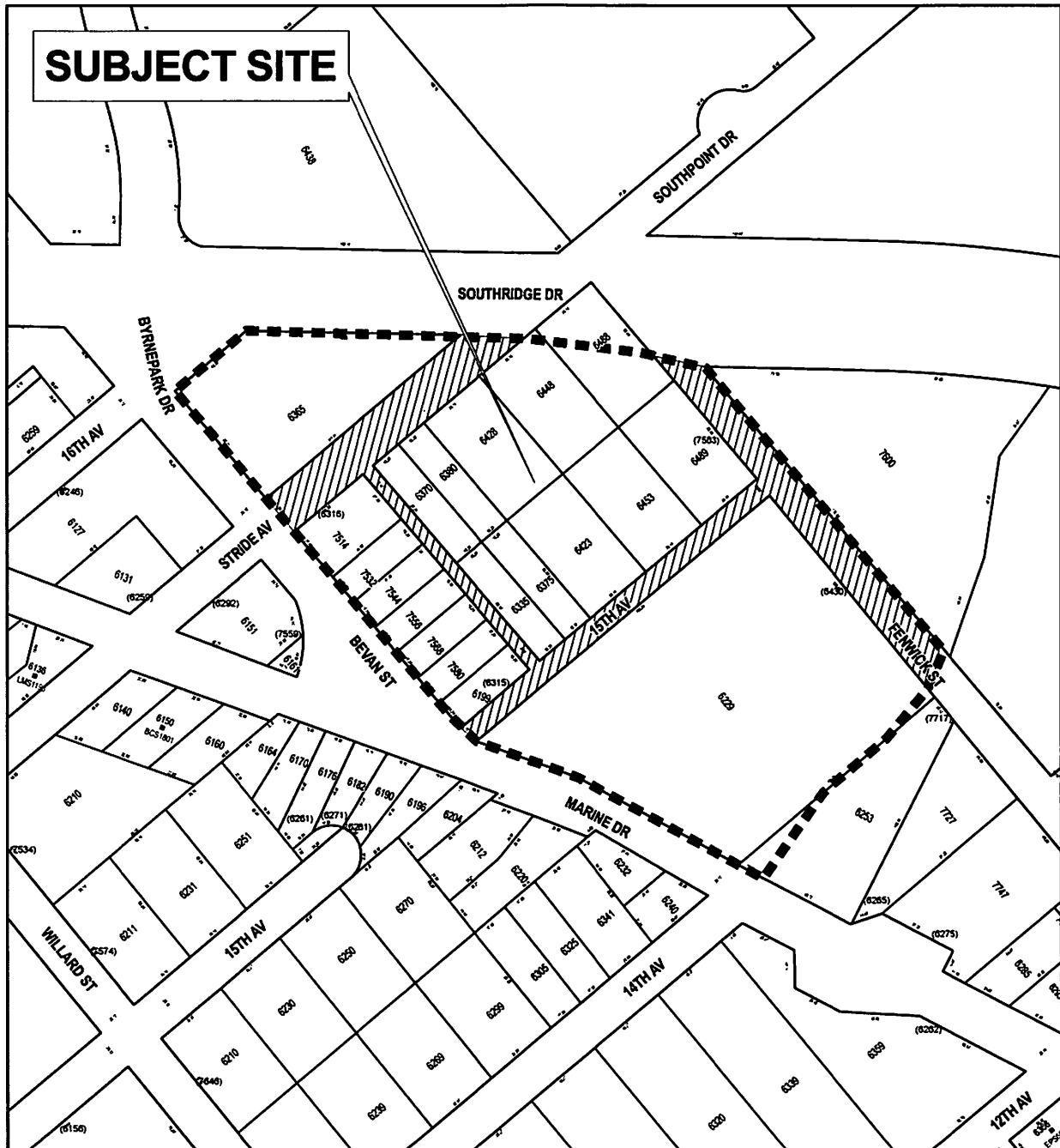
E.W. Kozak, General Manager
PLANNING AND DEVELOPMENT




KL:ll
Attachment

cc: General Manager Community Safety
Engineering Project Technologist, *Attn: Al Hill*
City Solicitor
City Clerk

**SCHEDULE A
ROAD CLOSURE 21-03**

Civic Address	PID	Legal Description	Registered Owner
6335 Fifteenth Ave.	009-914-650	Lot 8, DL 155A, Group 1, NWD Plan 14019	City of Burnaby
6375 Fifteenth Ave.	009-914-668	Lot 9, DL 155A, Group 1, NWD Plan 14019	City of Burnaby
6423 Fifteenth Ave.	024-728-560	Lot 8, Block 6A, DL 155A, Group 1, NWD Plan 1425	City of Burnaby
6453 Fifteenth Ave.	012-161-594	Lot 7, Block 6A, DL 155A, Group 1, NWD Plan 1425	City of Burnaby
6489 Fifteenth Ave.	024-728-551	Lot 6, Block 6A, DL 155A, Group 1, NWD Plan 1425	City of Burnaby
7514 Bevan Street	004-538-099	Lot 1, DL 155A, Group 1, NWD Plan 14019	City of Burnaby
Ptn 6229 Marine Drive	003-109-372	Part (Reference Plan 3116), DL 155A, Group 1 Except: Part on Plan 22372, NWD	City of Burnaby
Ptn 6253 Marine Drive	003-168-298	Lot B, DL 155A/173, NWD Plan 22372	City of Burnaby
6370 Stride Ave.	003-275-019	Lot 37, DL 155A, Group 1, NWD Plan 24105	City of Burnaby
6380 Stride Ave.	009-299-971	Lot 38, DL 155A, Group 1, NWD Plan 24105	City of Burnaby
6428 Stride Ave.	012-162-655	Lot 3, Block 6A, DL 155A, Group 1, NWD Plan 1425	City of Burnaby
Ptn 6448 Stride Ave.	002-818-159	Lot 4, Block 6A, DL 155A, Group 1, NWD Plan 1425	City of Burnaby
Ptn 6488 Stride Ave.	012-162-663	Lot 5, Block 6A, DL 155A, Group 1, NWD Plan 1425	City of Burnaby
6365 Stride Avenue	023-546-361	Lot 9, District Lot 155a, Group 1, New Westminster District Plan LMP 30202	City of Burnaby
7532 Bevan Street	003-203-611	Lot 2, DL 155A, Group 1, NWD Plan 14019	City of Burnaby
7544 Bevan Street	009-914-617	Lot 3, DL 155A, Group 1, NWD Plan 14019	Bevan Holdings Ltd.
7556 Bevan Street	002-887-711	Lot 4, DL 155A, Group 1, NWD Plan 14019	Bevan Holdings Ltd.
7568 Bevan Street	009-914-625	Lot 5, DL 155A, Group 1, NWD Plan 14019	City of Burnaby
7580 Bevan Street	009-914-633	Lot 6, DL 155A, Group 1, NWD Plan 14019	Bevan Holdings Ltd.
6199 Marine Drive	000-618-721	Lot 7, DL 155A, Group 1, NWD Plan 14019	City of Burnaby



	<p style="text-align: center;">PLANNING AND DEVELOPMENT DEPARTMENT</p>
<p>Date: MAR 8 2022</p>	<p style="text-align: center;">ROAD CLOSURE REFERENCE #21-03 6365, 6370, 6380, 6428 AND PORTION OF 6448 AND 6488 STRIDE AVENUE; 6335, 6375, 6423, 6453 AND 6489 15TH AVENUE;</p>
<p>scale: 1:3,000</p>	<p style="text-align: center;">6199 AND PORTION OF 6229 AND 6253 MARINE DRIVE; AND 7514, 7532, 7544, 7556, 7568 AND 7580 BEVAN STREET</p>
<p>Drawn By: JS</p>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div data-bbox="646 1875 873 1923">  Subject Site </div> <div data-bbox="1044 1875 1287 1923">  Road Closures </div> </div>

Sketch #1



Item.....	
Meeting.....	2022 March 21

COUNCIL REPORT

TO: CHIEF ADMINISTRATIVE OFFICER 2022 March 16

FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT

SUBJECT: **REZONING REFERENCE #21-06**
New Sound Stage with Office and Workshop Space

ADDRESS: 3880 Henning Drive (see *attached* Sketch #1)

LEGAL: Lot 2 Except: Part Dedicated Road on Plan LMP2986 District Lot 118 Group 1
New Westminster District Plan 76093

FROM: CD Comprehensive Development District (based on M1 Manufacturing District
and M5 Light Industrial District)

TO: Amended CD Comprehensive Development District (based on M1 Manufacturing
District and M5 Light Industrial District and in accordance with the development
plan entitled "REZONING APPLICATION NEW SOUND STAGE 14" prepared
by CTA Architecture + Design Ltd.)

APPLICANT: Larco Investments Ltd.
17th Floor – 900 West Georgia Street
Vancouver, BC V6C 2W6
(Attention: Wendy LeBreton)

PURPOSE: To seek Council authorization to forward this application to a Public Hearing on
2022 April 26.

RECOMMENDATIONS:

1. **THAT** a Rezoning Bylaw be prepared and advanced to First Reading on 2022 April 04 and to a Public Hearing on 2022 April 26 at 5:00 p.m.
2. **THAT** the following be established as prerequisites to the completion of the rezoning:
 - a) The submission of a suitable plan of development.
 - b) The deposit of sufficient monies including a 4% Engineering Inspection Fee to cover the costs of all services necessary to serve the site and the completion of a servicing agreement covering all requisite services. All services are to be designed to City standards and constructed in accordance with the Engineering Design. One

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-06
 2022 March 16.....Page 2

of the conditions for the release of occupancy permits will be the completion of all requisite services.

- c) The installation of all electrical, telephone and cable servicing, and all other wiring underground throughout the development, and to the point of connection to the existing service where sufficient facilities are available to serve the development.
- d) The dedication of any rights-of-way deemed requisite.
- e) The granting of any necessary statutory rights-of-way, easements and/or covenants.
- f) The review of a detailed Sediment Control System by the General Manager Engineering.
- g) The submission of a suitable on-site stormwater management system, the deposit of sufficient monies for its provision, and the granting of a Section 219 Covenant to guarantee its provision and continuing operation.
- h) The submission of a suitable Solid Waste and Recycling Plan to the approval of the General Manager Engineering.
- i) The submission of a Site Disclosure Statement and resolution of any arising requirements.
- j) The provision of an adequately sized and appropriately located garbage handling and recycling material holding space to the approval of the General Manager Engineering and a commitment to implement the recycling provisions.
- k) The approval of the Ministry of Transportation to the rezoning application.
- l) The submission of a detailed comprehensive sign plan.
- m) The deposit of the applicable GVS & DD Sewerage Charge.
- n) The deposit of the applicable Regional Transportation Development Cost Charge

R E P O R T

1.0 REZONING PURPOSE

The purpose of the proposed rezoning bylaw amendment is to permit the construction of a new sound stage with associated office and workshop space.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-06
 2022 March 16.....Page 3

2.0 POLICY FRAMEWORK

The proposed rezoning application is consistent with the following policies and plans adopted by Council: Corporate Strategic Plan (2017), Regional Context Statement (2013), Official Community Plan (1998), Big Bend Development Plan (1972), Economic Development Strategy (2007), Social Sustainability Strategy (2011), Environmental Sustainability Strategy (2016), and Transportation Plan (2021).

3.0 BACKGROUND

- 3.1 The subject site is located on the south side of Henning Drive, east of boundary Road (see *attached* Sketch #1). The site is one of two properties that comprise the Bridge Studios complex. To the west, at 3700 Henning Drive, is the second Bridge Studio property, with Boundary Road beyond. To the north across Henning Drive are light industrial and office buildings. The Central Valley Greenway, Millenium SkyTrain line, and the Burlington Northern Santa Fe Railway line, run along the south property line of the site, beyond which are light industrial developments and a truck terminal. To the east is a building supply retail store. Vehicular access to the site is provided from Henning Drive.
- 3.2 On 2021 April 12, Council received the report of the Planning and Development Department regarding the rezoning of the subject site and authorized the Department to continue to work with the applicant in preparing a suitable plan of development with the understanding that a further and more detailed report would be submitted at a later date. The applicant has now submitted a plan of development suitable for presentation at a Public Hearing.

4.0 GENERAL COMMENTS

- 4.1 The applicant is requesting rezoning to the Amended CD Comprehensive Development District (utilizing the M1 Manufacturing District and M5 Light Industrial District as guidelines) in order permit a new sound stage with associated office/workshop space. The proposed additional 2,102 m² (22,626 sq. ft.) of sound stage and associated office/workshop space are required to accommodate the growing operations of Bridge Studios. The subject rezoning application would increase the total gross floor area permitted on the site from 17,929.1 m² (192,987 sq. ft.) to 20,031.1 m² (215,613 sq. ft.). The expanded floor area will increase the required number of parking stalls to 264 spaces, which can be accommodated within the existing 418 parking spaces on-site.
- 4.2 Primary servicing for the subject site has been provided for through Rezoning References #96-28, #05-67, #10-40 and #15-35; however, the General Manager Engineering will be requested to provide an estimate for any further services necessary to serve this site. Servicing requirements will include, but not necessarily be limited to:

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-06
 2022 March 16.....Page 4

- the construction of a new bus pad and shelter on the Henning Drive frontage; and,
- the construction of a new mid-block pedestrian crossing at the Henning Drive frontage.

4.3 The GVS & DD Sewerage Development Cost Charge will apply to this rezoning.

4.4 The Regional Transportation Development Cost Charge will apply to this rezoning.

4.5 The developer is responsible for the installation and ongoing maintenance of stormwater management facilities in accordance with the stormwater management plan approved by the Climate Action and Energy Division. A Section 219 Covenant will be registered on the subject property to ensure the installation and ongoing use and maintenance are in accordance with the accepted stormwater management plan.

4.6 The submission of a Site Disclosure Statement and resolution of any arising requirements is required.

4.7 Any necessary easements, covenants and statutory rights-of-way for the site are to be provided, including, but not necessarily limited to:

- Section 219 Covenant and bonding are required to assure the provision and continuing maintenance of stormwater management system.

5.0 DEVELOPMENT PROPOSAL

5.1 Site Area: 3.87 ha (9.56 acres)

5.2 Site Coverage: Existing 36.1 %
Proposed 39.4 %

5.3 Proposed Gross Floor Area:

Stages:	Existing	10,258.00 m ²	(110,416 sq. ft.)
	Expansion	<u>962.19 m²</u>	<u>(10,357 sq. ft.)</u>
	Subtotal	11,220.19 m ²	(120,773 sq. ft.)

Offices:	Existing:	3,677.00 m ²	(39,579 sq. ft.)
	Expansion:	<u>698.57 m²</u>	<u>(7,519 sq. ft.)</u>
	Subtotal:	4,375.57 m ²	(47,098 sq. ft.)

Manufacturing:	Existing:	3,684.00 m ²	(39,654 sq. ft.)
	Expansion:	<u>237.45 m²</u>	<u>(2,556 sq. ft.)</u>
	Subtotal:	3,921.45 m ²	(42,210 sq. ft.)

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-06
 2022 March 16.....Page 5

Storage:	Existing	330.0 m ²	(3,552 sq. ft.)
Total Site Gross Floor Area:		19,847.21 m ²	(213,634 sq. ft.)

5.4 Vehicle Parking:

Office	4,375.57 m ² @ 1/46 m ² = 95 spaces
Manufacturing / Stages	15,141.64 m ² @ 1/93 m ² = 163 spaces
Storage	330.0 m ² @ 1/186 m ² = 2 spaces
Required	260 spaces
Provided	418 spaces

5.5 Loading:
 Required
 Provided

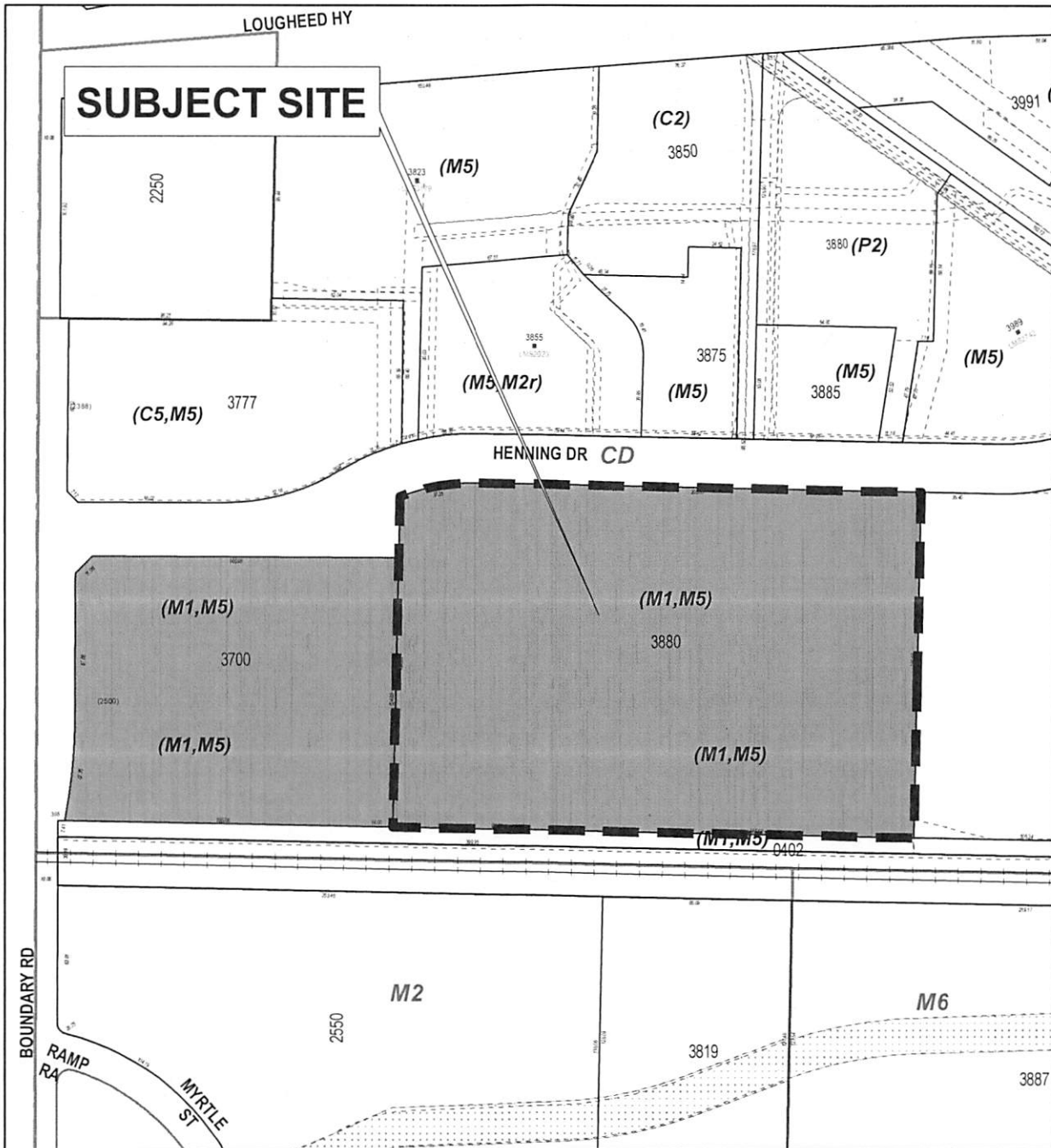
10 spaces
 11 spaces


E. W. Kozak, General Manager
 PLANNING AND DEVELOPMENT

SMN:tn

Attachment

cc: City Solicitor
 City Clerk



 City of Burnaby



Date: MAR 10 2021


scale: 1:3,000

Drawn By: JS

PLANNING & BUILDING DEPARTMENT

REZONING REFERENCE#21-06
3880 HENNING DRIVE

 Subject Site  Bridge Studios Complex



Sketch #1



Item	
Meeting.....	2022 March 21

COUNCIL REPORT

TO: CHIEF ADMINISTRATIVE OFFICER 2022 March 16

FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT

SUBJECT: **REZONING REFERENCE #21-22**
High-Rise Apartment Building with Street-Fronting Live/Work Townhouses
Brentwood Town Centre Development Plan

ADDRESS: 2330 Douglas Road and 2230, 2252, 2270 Springer Avenue, and Ptn. Springer Avenue and Ptn. lane (Sketches #1 and #2 *attached*)

LEGAL: Lots 2 -5 District Lot 125 Group 1 New Westminster District Plan 12069

FROM: M2 General Industrial District

TO: CD Comprehensive Development District (based on RM5s Multiple Family Residential District, RM5r Multiple Family Residential District, C1 Neighbourhood Commercial District and the Brentwood Town Centre Development Plan as guidelines and in accordance with the development plan entitled "Millennium Springer Development" prepared by Chris Dikeakos Architects Inc.)

APPLICANT: Chris Dikeakos Architects Inc.
 1635 West Broadway
 Vancouver, BC V6J 1W9
 Attn: Richard Bernstein

PURPOSE: To seek Council authorization to forward this application to a Public Hearing on 2022 April 26.

RECOMMENDATIONS:

1. **THAT** the introduction of a Highway Closure Bylaw be authorized according to the terms outlined in Section 4.10 of this report, contingent upon the granting by Council of Second Reading of the subject Rezoning Bylaw.
2. **THAT** the sale be approved in principle of City-owned property for inclusion within the subject development site in accordance with the terms outlined in Section 4.10 of this report, and subject to the applicant pursuing the rezoning proposal to completion.
3. **THAT** a Rezoning Bylaw be prepared and advanced to First Reading on 2022 April 04 and to a Public Hearing on 2022 April 26 at 5:00 p.m.

To: Chief Administrative Officer
From: General Manager Planning and Development
Re: Rezoning Reference #21-22
2022 March 16 Page 2

4. **THAT** the following be established as prerequisites to the completion of the rezoning:
- a) The submission of a suitable plan of development.
 - b) The deposit of sufficient monies including a 4% Engineering Administration Fee to cover the costs of all services necessary to serve the site and the completion of a servicing agreement covering all requisite services. All services are to be designed to City standards and constructed in accordance with the Engineering Design. One of the conditions for the release of occupancy permits will be the completion of all requisite services.
 - c) The installation of all electrical, telephone and cable servicing, and all other wiring underground throughout the development (as well as underground switching and transformer/service boxes in town centre locations), and to the point of connection to the existing service where sufficient facilities are available to serve the development.
 - d) The undergrounding of existing overhead wiring abutting the site.
 - e) The utilization of an amenity bonus through the provision of a cash in-lieu contribution in accordance with Section 4.3 of this report.
 - f) The consolidation of the net project site into one legal parcel.
 - g) The completion of the Highway Closure Bylaw and sale of City property as described in Section 4.10 of this report.
 - h) The completion of the sale of City property.
 - i) The dedication of any rights-of-way deemed requisite.
 - j) The granting of any necessary statutory rights-of-way, easements and/or covenants in accordance with Section 4.11 of this report.
 - k) The registration of a Housing Covenant and Housing Agreement.
 - l) The submission of a suitable on-site stormwater management system, the deposit of sufficient monies for its provision, and the granting of a Section 219 Covenant to guarantee its provision and continuing operation.
 - m) The submission of an undertaking to remove all improvements on the development site within 12 months of Final Adoption of the Rezoning Bylaw.

To: Chief Administrative Officer
From: General Manager Planning and Development
Re: Rezoning Reference #21-22
2022 March 16 Page 3

- n) Compliance with the City's Groundwater Management for Multi-Family Development guidelines.
- o) The submission of a geotechnical and groundwater study.
- p) The execution of an indemnity agreement by the developer saving the City harmless from all liability associated with this development in relation to its geotechnical and hydrological (including any potential contaminated groundwater) impacts to surrounding infrastructure and other nearby development.
- q) The submission of a detailed Sediment Control System.
- r) The submission of a suitable Solid Waste and Recycling plan.
- s) The review of on-site residential loading facilities.
- t) The provision of car wash stalls and an adequately sized and appropriately located garbage handling and recycling material holding space and a commitment to implement the recycling provisions.
- u) The provision of facilities for cyclists in accordance with this report.
- v) The design and provision of units adaptable to persons with disabilities, the provision of customized hardware and cabinet work being subject to the sale/lease of the unit to a disabled person and with allocated disabled parking spaces.
- w) Compliance with Council-adopted sound criteria.
- x) Compliance with the guidelines for underground parking for visitors.
- y) The submission of a Public Art Plan.
- z) The submission of a Green Building Plan and Energy Benchmarking.
- aa) The submission of a detailed Comprehensive Sign Plan.
- bb) The submission of a Site Disclosure Statement and resolution of any resultant conditions.
- cc) The deposit of the applicable Parkland Acquisition Charge.
- dd) The deposit of the applicable School Site Acquisition Charge.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-22
 2022 March 16 Page 4

- ee) The deposit of the applicable GVS & DD Sewerage Charge.
- ff) The deposit of the applicable Regional Transportation Development Cost Charge.
- gg) The submission of a written undertaking to distribute area plan notification forms, prepared by the City, with disclosure statements; and, to post area plan notification signs, also prepared by the City, on the development site and in the sales office in prominent and visible locations prior to Third Reading, or at the time marketing for the subject development commences, whichever is first, and remain posted for a period of one year, or until such time that all units are sold, whichever is greater.

R E P O R T

1.0 REZONING PURPOSE

The purpose of the proposed rezoning bylaw amendment is to permit the construction of a mixed tenure high-rise apartment building with street-fronting live/work townhouses along Douglas Street.

2.0 POLICY FRAMEWORK

The proposed rezoning application is consistent with the following policies and plans adopted by Council: Corporate Strategic Plan (2017), Regional Context Statement (2013), Official Community Plan (1998), Brentwood Town Centre Development Plan (1996), Economic Development Strategy (2007), Social Sustainability Strategy (2011), Environmental Sustainability Strategy (2016), Transportation Plan (2021), Home Strategy (2021); and Rental Use Zoning Policy (2020).

3.0 BACKGROUND

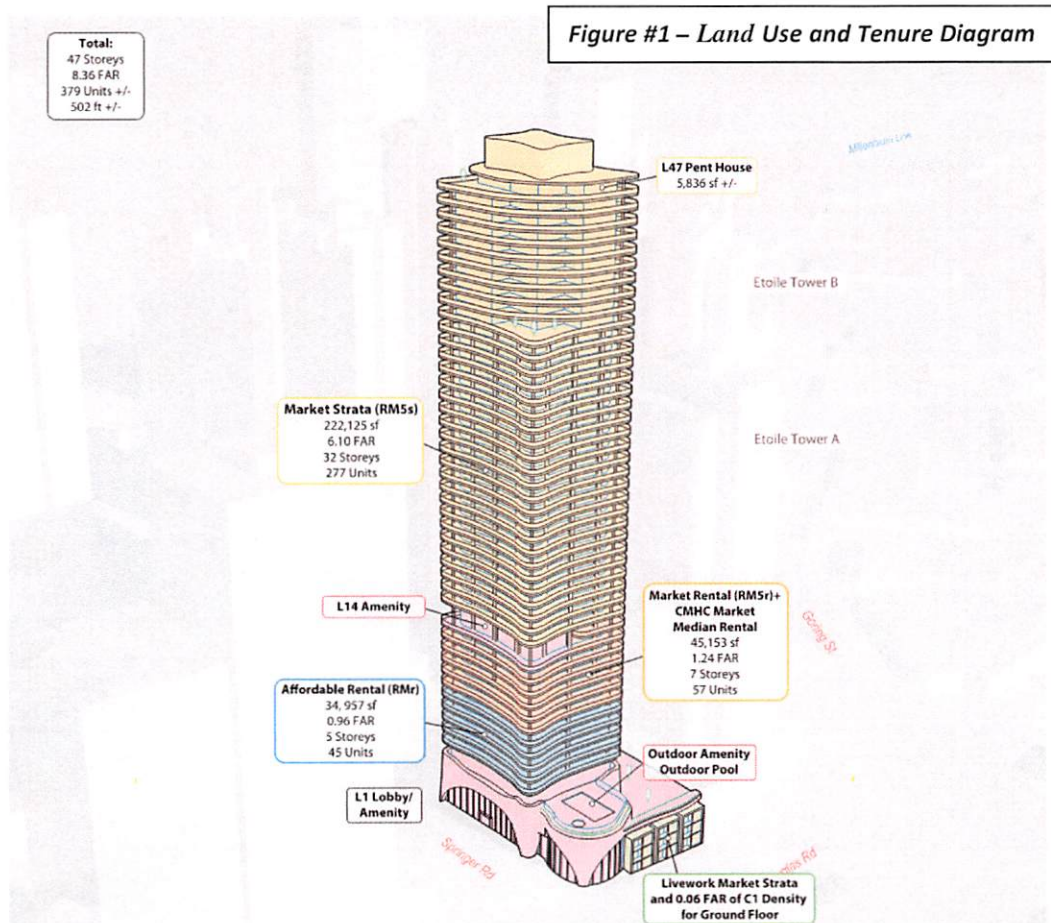
- 3.1 The subject development site is located at the northeast corner of Douglas Road and Springer Avenue, within the Council adopted Brentwood Town Centre Development Plan, and is designated for high-density multiple family residential development with a mixed-use component under the CD Comprehensive Development District, utilizing the RM5s, RM5r Multiple Family Residential Districts, and the C1 Neighbourhood Commercial District as guidelines (see Sketch #2 *attached*). The development site comprises four lots, which are currently improved with older industrial buildings and single-family homes, as well as two road closure areas, which include a portion of the City lane and a portion of Springer Avenue abutting the four lots.
- 3.2 On 2021 August 30, Council received an initial rezoning report which proposed to rezone the subject development site from its prevailing M2 General Industrial District to the CD Comprehensive Development District, utilizing the RM5s Multiple Family Residential District, RM5r Multiple Family Residential District, C1 Neighbourhood Commercial District and the Brentwood Town Centre Development Plan as guidelines.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-22
 2022 March 16 Page 5

3.3 The applicant has now submitted a plan of development suitable for presentation to a Public Hearing.

4.0 GENERAL COMMENTS

4.1 The proposed development plan, as shown in Figure #1, is for a single 47 storey residential apartment building with live/work townhouses fronting Douglas Road. A total of 379 residential dwelling units are proposed, comprised of 277 market strata units (227 RM5s + 50 Offset), 28 market rental units, 29 CMHC median non-market rental, and 45 20% below CMHC median non-market rental units. The development form provides a strong street-oriented relationship to Springer Avenue and Douglas Road, as well as a strong contextual relationship to surrounding, existing and planned development. The development includes a diversity of housing forms and tenures in order to accommodate a range of incomes and age cohorts, as well as a generous amenity package including a variety of meeting and recreation rooms, a fitness centre, and an outdoor terrace. Resident access to the development is provided from Springer Avenue via a large shared lobby. All parking is provided underground with vehicular access also taken from Springer Avenue. Overall, the subject proposal exemplifies exceptional urban design and architectural expression related to the building’s siting, massing, pedestrian orientation and materiality; meeting the standard expected for development in the City’s Town Centre areas.



To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-22
 2022 March 16 Page 6

- 4.2 The maximum potential density may be up to 9.3 FAR for an RM5s, RM5r, and C1 zoned site, comprised of: 2.2 FAR base, 0.4 FAR base bonus, 1.2 FAR supplementary base, and 1.2 FAR supplementary bonus RM5s density, 1.1 FAR offset, 2.2 FAR RM5r density, and 1.0 FAR C1 density. The proposed total density for the subject site is 8.36 FAR, as outlined in Table 1 below:

Zoning: CD (RM5s, RM5r, C1)
Site Size: 3,382.97 m²

	Permitted (m ²)	Proposed (m ²)	Proposed Units
RM5s Base Density	2.20	2.20	100
GFA	7,442.53	7,442.53	
RM5s Bonus Density	0.40	0.40	19
GFA	1,353.19	1,353.19	
RM5s Suppl. Base Density	1.20	1.20	54
GFA	4,059.56	4,059.56	
RM5s Suppl. Bonus Density	1.20	1.20	54
GFA	4,059.56	4,059.56	
RM5r Density	2.20	2.20	102
GFA	7,442.53	7,442.53	
RM5s Density Offset	1.10	1.10	50
GFA	3,721.27	3,721.27	
C1 Commercial Density	1.00	0.06	-
GFA	3,382.97	216.74	
TOTAL Density	9.30	8.36	379
TOTAL GFA	31,461.62	28,295.38	

Table 1

- 4.3 As noted above in Table 1, the applicant is proposing to use the amenity density provisions indicated within the Zoning Bylaw. In so doing, the applicant would achieve an additional 1.6 FAR in amenity density bonus, which translates into 5,412.75 m² (58,262 sq. ft.) of bonused gross floor area (GFA) included in the development proposal. The Realty and Lands Division of the Department of Lands and Facilities will initiate discussions with the applicant on the amenity bonus value. A separate report detailing the value of the density bonus will be forwarded to Council for consideration and approval prior to the subject amendment bylaw receiving Third Reading. Council approval of the density bonus value is a prerequisite condition of the rezoning. In accordance with Council's adopted policy, 80% of the cash-in-lieu contributions are applied toward the City-Wide Community Benefit Bonus Reserve and 20% to the Community Benefit Bonus Affordable Housing Reserve.
- 4.4 With respect to the rental component of the project, this application is proposed to be processed in accordance with the City's Rental Use Zoning Policy, utilizing Stream 2 – Inclusionary Rental. The applicant is proposing to utilize the full 2.20 FAR of RM5r density to provide a total of 102 rental dwelling units, of which 45 units will be provided at 20% below CMHC

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-22
 2022 March 16 Page 7

median market rates, 29 units at CMHC market median rates, and 28 units at market rates. It is noted that the proposal meets the requirements of the Rental Use Zoning Policy.

- 4.5 The development is providing 78 adaptable units with 45 accessible parking stalls, which is in line with the 20% minimum requirement of the Council-adopted Adaptable Housing policy. The accessible parking stalls will be protected by a Section 219 Covenant as common property to be administered by the Strata Corporation and rental housing operator.
- 4.6 It is intended that the overall project would accommodate a broader spectrum of housing needs. To support this, a portion of the market strata one bedroom unit sizes are generally based on the Zoning Bylaw minimum rental unit sizes, which requires a minimum area of 50m² (538.21 sq.ft.). Smaller one bedroom units are intended to provide a level of affordability for new home ownership, providing access to the market for first time home buyers. To offset the number of smaller one bedroom units, a commensurate number of larger two bedroom and den, and three bedroom units are proposed.
- 4.7 A parking ratio of 1.1 spaces per market strata unit and 0.6 spaces per rental unit is proposed for the development. Of these ratios, 0.1 spaces per unit is for visitor parking, which will also operate as commercial visitor parking for the live/work units. All residential spaces will be equipped with an individually metered energized outlet capable of providing a Level 2 or higher charging level for an electric vehicle, in accordance with the Burnaby Zoning Bylaw. To support alternative modes of transportation to and from the development site, the applicant will be providing a comprehensive Transportation Demand Management strategy including:
- a transit pass subsidy equivalent to a two-zone pass for 15% of the strata units for two years;
 - 3 car share parking spaces for use by a public car share provider;
 - a car share subsidy equivalent to a one year car share membership for each strata unit;
 - two bike parking spaces for each residential (strata and rental) unit;
 - bike repair facilities including a bike stand and tools;
 - a parcel storage room; and,
 - a communications strategy that provides the owners, strata, renters, rental management company and strata management company an understanding of how to best use each of the alternative transportation options.

A Section 219 Covenant and sufficient financial securities will be required to guarantee the provision of these measures.

- 4.8 The Engineering Department will assess the need for any further required services to the site, including, but not necessarily limited to:
- construction of Douglas Road to the Town Centre two-lane collector standard, including a new bus stop and shelter, and full signalization of the Springer and Douglas intersection;
 - construction of Springer Avenue to the Town Centre two-lane collector standard;
 - undergrounding of overhead lines across the development frontage;

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-22
 2022 March 16 Page 8

- proportionate contribution toward proposed Brentwood Town Centre pedestrian and cycling overpasses; and,
 - storm, sanitary sewer and water main upgrades as required.
- 4.9 To support the foregoing servicing requirements, a road dedication measuring 37.7 m² (406 sq. ft.) in area, subject to final civil drawings, is required along the Douglas Road frontage.
- 4.10 The proposed development site includes the closure of a portion of Springer Avenue measuring 240.5 m² (2,589 sq. ft.), and a portion of the lane abutting the site measuring 437.9 m² (4,713 sq. ft.), which will be achieved through a Highway Closure Bylaw. The respective areas of the road closures are subject to final civil drawings. The Realty and Lands Division of the Department of Lands and Facilities will forward a separate report detailing the value of the land sale for Council's consideration and approval prior to the subject amendment bylaw receiving Third Reading. The report will be prepared once the Realty and Lands Division has concluded negotiations with the applicant. Council approval of the land sale is a prerequisite condition of the rezoning.
- 4.11 Any necessary easements and covenants and statutory rights-of-way for the site are to be provided, including, but not necessarily limited to:
- Section 219 Covenant restricting enclosure of balconies;
 - Section 219 Covenant ensuring compliance with the approved acoustical study;
 - Section 219 Covenant guaranteeing the provision and ongoing maintenance of stormwater management facilities;
 - Section 219 Covenant regulating the use of the live/work units;
 - Section 219 Covenant to ensure a Housing Agreement is completed prior to Occupancy Permit being issued and that the non-market rental units meet and maintain the affordability criteria;
 - Section 219 Covenant ensuring that accessible parking stalls are held in common property to be administered by the Strata Corporation and rental housing operator;
 - Section 219 Covenant ensuring that the density of development of air space parcels and strata lots comply with the approved CD zoning for the site and to ensure that the overall site continues to function as a single, integrated development;
 - Section 219 Covenant guaranteeing the provision and ongoing maintenance of public art;
 - Section 219 Covenant ensuring compliance with the Green Building Plan for the site (Step 2 of Step Code, Energy System, and Energy/GHG Model) as well as a commitment for the property owner/representative to submit the necessary information to NRCAN.
 - Section 219 Covenant to ensure alternative transportation provisions for the development;
 - Section 219 Covenant ensuring that the water table will not be drawn down during and after development;
 - Section 219 Covenant ensuring that the lighting features can be turned on and off by the strata, and that the architectural LED lighting will be turned off by the strata, at the City's request, in the event that the lighting results in any adverse neighbourhood and/or environmental impacts; and,

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-22
 2022 March 16 Page 9

- Section 219 Covenant ensuring that the site can be used safely in accordance with the approved geotechnical study.
- 4.12 The registration of a Housing Covenant and a Housing Agreement will be required to protect and regulate affordability measures and tenure of the non-market rental units. Terms of the Housing Agreement are to be established prior to Final Adoption of the Rezoning Bylaw. Council consideration and approval of a Housing Agreement Bylaw will be required prior to occupancy.
 - 4.13 Due to the proximity of the subject site to the BNSF Rail line, Lougheed Highway and Millennium SkyTrain Line, the applicant is required to provide an acoustical study showing that the proposed development would meet the Council-adopted noise criteria.
 - 4.14 Given the site's current industrial uses, a Site Disclosure Statement and resolution of any resultant conditions is required.
 - 4.15 A Comprehensive Sign Plan for the live/work component of the development, detailing sign numbers, locations, sizes and attachment details is required.
 - 4.16 The developer is required to provide a geotechnical and groundwater study to ensure that the site can be used safely in line with its intended uses, and that the site's excavation will not draw down the water table or cause impact to adjacent properties and road rights-of-way.
 - 4.17 As underground parking is requested for a site with known geotechnical and hydrological conditions, as well as the potential for groundwater contamination in the area, and given the site's proximity to civic and other major infrastructure, an indemnification agreement with the owner/developer will be required to hold the City harmless in the approval of the subject rezoning and all other subsequent permits.
 - 4.18 As the site will be fully excavated for development, a tree survey will be required prior to Final Adoption identifying trees to be removed from the site. The applicant will be required to obtain a tree removal permit for all trees over 20 cm (8 inches) in diameter.
 - 4.19 Provision of two car wash stalls is required for the residential development.
 - 4.20 The submission of a groundwater and stormwater management plan is required. As well, a suitable engineered design will be required for the on-site stormwater management system, as well as a Section 219 Covenant to guarantee its provision and continuing operation. The deposit of sufficient monies to guarantee the provision of the stormwater drainage and landscape features will be required.
 - 4.21 The submission of a detailed plan of an engineered Sediment Control System is required.
 - 4.22 The submission of a suitable Solid Waste and Recycling Plan is required.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-22
 2022 March 16 Page 10

- 4.23 The submission of a detailed Residential Loading Management Plan is required.
- 4.24 The submission of a Public Art Plan detailing the concept, character, and location of public art on site as well as details of the budget, terms, and the artist selection process is required.
- 4.25 The submission of a Green Building Plan and energy benchmarking is required. The developer has committed to demonstrating sustainability through building design, materiality and efficiency (water, energy and waste management) initiatives. The applicant has indicated that the development will meet Step 2 of the BC Energy Step Code with Low Carbon Energy Systems.
- 4.26 The submission of a Communication Strategy Plan that provides the owners, strata, renters, rental management company and strata management company with an understanding and recommendations as to how best utilize the on-site amenities and alternative transportation provisions proposed for the development site is required.
- 4.27 Development Cost Charges applicable to this rezoning include:
- Parkland Acquisition Charge;
 - GVS&DD Sewerage Charge;
 - School Site Acquisition Charge; and,
 - Regional Transportation Development Cost Charge.

5.0 DEVELOPMENT STATISTICS

5.1	<u>Site Area</u> (subject to detailed survey)	3,382.97 m² (36,414 sq. ft.)
5.2	<u>Site Coverage</u>	49.47%
5.3	<u>Density</u>	8.36 FAR
	RM5s District	
	Base	2.20 FAR
	Bonus	0.40 FAR
	Supplemental base	1.20 FAR
	<u>Supplemental bonus</u>	<u>1.20 FAR</u>
	Subtotal	5.00 FAR
	Density Offset	1.10 FAR
	RM5r District	2.20 FAR
	C1 District	0.06 FAR
5.4	<u>Gross Floor Area</u>	28,295.38 m² (304,569 sq. ft.)

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-22
 2022 March 16 Page 11

5.5 Residential Unit Mix

Market Strata

62 – Studio	42.09 m ² (453 sq. ft.)
34 – One Bedroom (rental size)	50.08 m ² (539 sq. ft.)
28 – One Bedroom (rental size adapt.)	51.84 m ² (558 sq. ft.)
22 – One Bedroom + Den	56.58 m ² (609 sq. ft.)
62 – Two Bedroom	70.05 m ² (754 sq. ft.)
24 – Two Bedroom + Den	77.95 - 103.03 m ² (839 - 1,109 sq. ft.)
22 – Two Bedroom + Den (adapt.)	77.95 m ² (839 sq. ft.)
12 – Three Bedroom	89.37 m ² (962 sq. ft.)
6 – Three Bedroom (adapt.)	89.37 m ² (962 sq. ft.)
2 – Three Bedroom + Den	110.74 - 113.06 m ² (1,192 - 1,217 sq. ft.)
<u>3 – Live/work townhouse</u>	<u>177.54 - 189.43 m² (1,911 - 2,039 sq. ft.)</u>
277 units	

Market Rental

7 – Studio	42.09 m ² (453 sq. ft.)
4 – One Bedroom	50.08 m ² (539 sq. ft.)
3 – One Bedroom (adapt.)	51.84 m ² (558 sq. ft.)
2 – One Bedroom + Den	56.58 m ² (609 sq. ft.)
7 – Two Bedroom	70.05 m ² (754 sq. ft.)
2 – Two Bedroom + Den	77.95 m ² (839 sq. ft.)
<u>3 – Two Bedroom + Den (adapt.)</u>	<u>77.95 m² (839 sq. ft.)</u>
28 units	

Non-Market Rental (CMHC Market Median Rates)

7 – Studio	42.09 m ² (453 sq. ft.)
3 – One Bedroom	50.08 m ² (539 sq. ft.)
4 – One Bedroom (adapt.)	51.84 m ² (558 sq. ft.)
3 – One Bedroom + Den	56.58 m ² (609 sq. ft.)
7 – Two Bedroom	70.05 m ² (754 sq. ft.)
3 – Two Bedroom + Den	77.95 m ² (839 sq. ft.)
<u>2 – Two Bedroom + Den (adapt.)</u>	<u>77.95 m² (839 sq. ft.)</u>
29 units	

Non-Market Rental (20% Below CMHC Market Median Rates)

7 – Studio	34.28 - 40.41 m ² (369 - 435 sq. ft.)
10 – One Bedroom	50.08 m ² (539 sq. ft.)
5 – One Bedroom (adapt.)	51.84 m ² (558 sq. ft.)

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-22
 2022 March 16 Page 12

3 – One Bedroom + Den	56.58 m ² (609 sq. ft.)
10 – Two Bedroom	70.05 m ² (754 sq. ft.)
3 – Two Bedroom + Den	77.95 m ² (839 sq. ft.)
5 – Two Bedroom + Den (adapt.)	77.95 m ² (839 sq. ft.)
<u>2 – Three Bedroom</u>	94.02 m ² (1,012 sq. ft.)
45 units	

TOTAL NUMBER OF UNITS: 357 units

5.7 Vehicle Parking

Total Required and Provided:

Strata residential (1.1 spaces per unit)	305 spaces (including 28 visitor spaces and 33 accessible spaces)
Rental residential (0.6 spaces per unit)	63 spaces (including 11 visitor spaces and 12 accessible spaces)
Commercial (1 space per 495.16 sq. ft.)	5 spaces (2 spaces shared with visitor parking)
Car Share	3 spaces
Car Wash	2 spaces

5.8 Bicycle Parking

Total Required and Provided:

Secured Residential (2 spaces per unit)	758 spaces (double lockers)
Visitor (0.2 spaces per unit)	76 spaces (bike racks)

5.9 Loading

Total Required and Provided 2 bays

5.10 Communal Facilities

Communal facilities for building residents include a spacious, double height amenity lobby with rental office and concierge, a kitchen and lounge with adjoining roof terrace at L2, a fitness centre, swimming pool, and meeting rooms at L3, as well as an additional kitchen and lounge room at L14. The outdoor amenity area includes outdoor seating, children's play, garden plots, dining area and kitchen, a pet run,

To: Chief Administrative Officer
From: General Manager Planning and Development
Re: Rezoning Reference #21-22
2022 March 16 Page 13

as well as extensive rooftop landscaping. The internal amenity area amounts to 1,403.95 m² (15,112 sq.ft.), which is permitted to be excluded from Gross Floor Area (GFA) under the Zoning Bylaw. The applicant will also provide a feature art contribution, to be selected and installed prior to occupancy of the development. Amenities are proposed to be shared between all residents, subject to approval of the non-market housing operator.



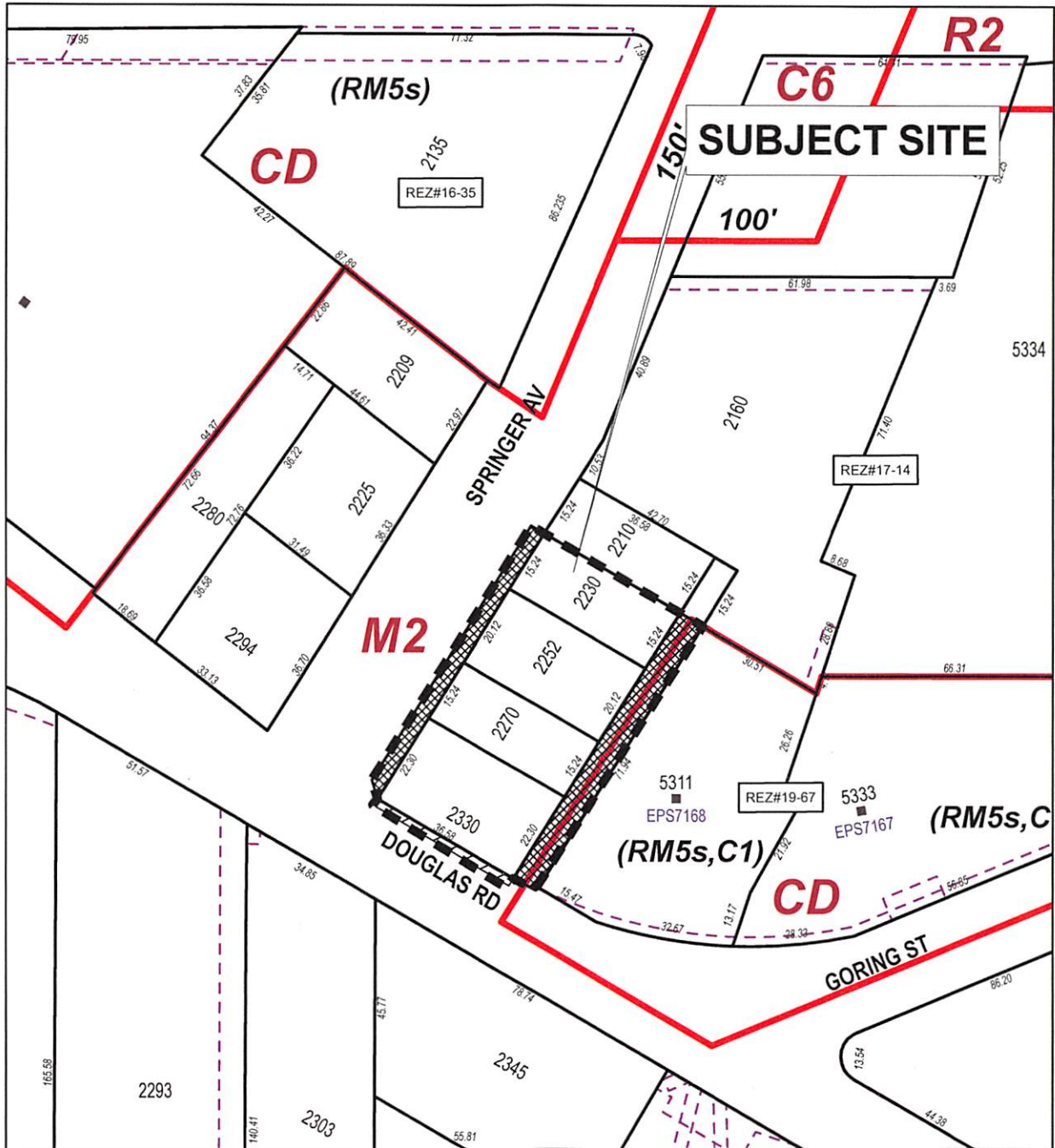
E.W Kozak, General Manager
PLANNING AND DEVELOPMENT


MN:tn

Attachments

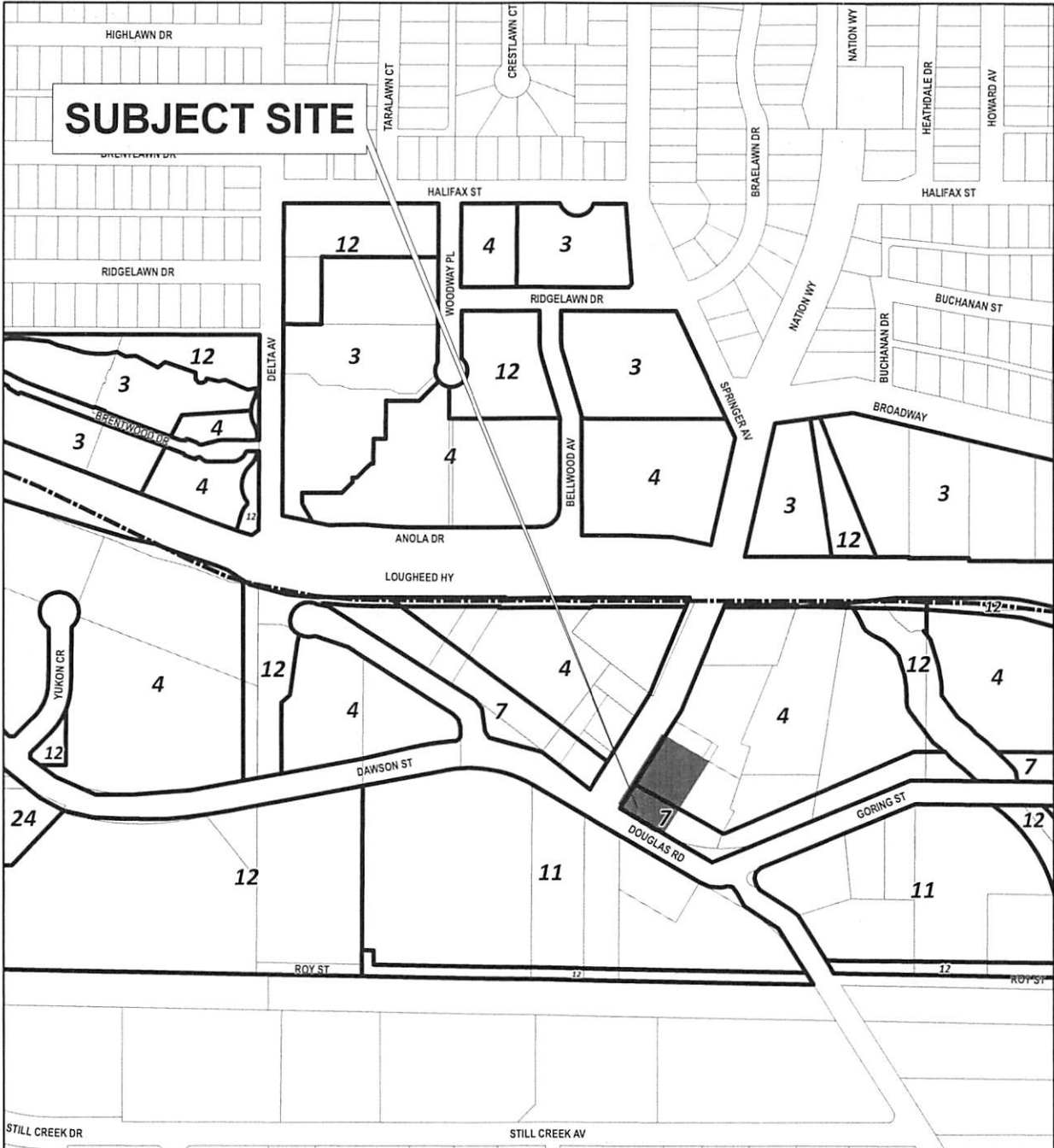
cc: General Manager Community Safety
City Solicitor
City Clerk

P:\49500 Rezoning\20 Applications\2021\21-22 2230.52.70 Springer Ave and 2330 Douglas Rd\Council Reports\Public Hearing\PH Report\Rezoning Reference 21-22 PH Report 2022.03.21.docx



 <p>City of Burnaby</p>	<p>PLANNING AND DEVELOPMENT DEPARTMENT</p>								
<p>Date: DEC 24 2021</p>	<p>REZONING REFERENCE #21-22 2230,2252 2270 SPRINGER AVENUE AND 2330 DOUGLAS ROAD</p>								
<p>Scale: 1:1,500</p>									
<p>Drawn By: RW</p>									
<table border="0"> <tr> <td data-bbox="625 1806 706 1858"></td> <td data-bbox="714 1816 860 1858">Subject Site</td> <td data-bbox="1055 1806 1136 1858"></td> <td data-bbox="1144 1816 1347 1858">Road Dedication</td> </tr> <tr> <td data-bbox="625 1879 706 1921"></td> <td data-bbox="714 1879 1023 1921">Road /Lane Closure Area</td> <td></td> <td></td> </tr> </table>			Subject Site		Road Dedication		Road /Lane Closure Area		
	Subject Site		Road Dedication						
	Road /Lane Closure Area								

Sketch #1

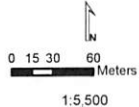


- 3** Medium Density Multiple Family Residential
- 4** High Density Multiple Family Residential
- 5** Commercial
- 6** Medium Density Mixed Use
- 7** High Density Mixed Use
- 8** Medium or High Density Multi Family Residential
- 10** Institutional
- 11** Business Centre
- 12** Park and Public Use/Public School
- 14** Cemetery
- 24** High Density Multiple Family Residential - Brentwood Succession (RM4s)



Planning and Development Dept
 Printed December 24, 2021

Brentwood Plan



Sketch #2



Item
Meeting 2022 March 21

COUNCIL REPORT

TO: CHIEF ADMINISTRATIVE OFFICER 2022 March 16

FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT

**SUBJECT: REZONING REFERENCE #21-35
Licensed Childcare Facility**

ADDRESS: 4720 Kingsway (see *attached* Sketches #1 and #2)

LEGAL: Airspace Parcel 2 District Lot 153 Group 1 New Westminster District Airspace Plan 87288.

FROM: CD Comprehensive Development District (based on C3, C3a, C3c General Commercial District and P2 Administration and Assembly District)

TO: Amended CD Comprehensive Development District (based on C3, C3a, C3c General Commercial District and P2 Administration and Assembly District) and in accordance with the development plan entitled "Metrotower Childcare" prepared by Mara + Natha Architecture Ltd.

APPLICANT: Mara + Natha Architecture Ltd.
Attn: Robert H. Lee
202-2414 St. Johns Street
Port Moody, BC V3H 2B1

PURPOSE: To seek Council authorization to forward this application to a Public Hearing on 2022 April 26.

RECOMMENDATIONS:

1. **THAT** a Rezoning Bylaw be prepared and advanced to First Reading on 2022 April 04 and to a Public Hearing on 2022 April 26 at 5:00 p.m.
2. **THAT** the following be established as prerequisites to the completion of the rezoning:
 - a. The submission of a suitable plan of development.

REPORT**1.0 REZONING PURPOSE**

The purpose of the proposed rezoning bylaw amendment is to permit the operation of a child care facility with 147 spaces for infants, toddlers and preschool aged children.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-35
 2022 March 16Page 2

2.0 CITY POLICIES

The rezoning proposal align with the following City policies: Corporate Strategic Plan (2017), Regional Context Statement (2013), Official Community Plan (1998), Economic Development Strategy (2007), Social Sustainability Strategy (2011) and Metrotown Downtown Plan (2017).

3.0 NEIGHBOURHOOD CHARACTERISTICS

- 3.1 The subject site is an office unit that occupies the entire fifth floor of the Metrotower 2 office building located within the Metropolis shopping/office complex (see *attached* Sketch #1). The tower is located within the Metro Downtown neighbourhood of the Metrotown Downtown Plan area (see *attached* Sketch #2).
- 3.2 The subject unit is located within one of the three office towers in the southeast corner of the Metropolis shopping/office complex. To the north, east, and west of the tower is the Metropolis shopping/office complex. To the south is Central Boulevard and Metrotown Skytrain Station. Vehicle access to the subject site is provided from Central Boulevard.

4.0 BACKGROUND

- 4.1 On 1990 November 05, Council gave Final Adoption to Rezoning Reference #99/87 to permit the construction of a 30-storey office tower on the subject property, utilizing CD Comprehensive Development District zoning.
- 4.2 The Council-adopted Metrotown Downtown Plan designates the subject site for high-density mixed-use development, using the RM5s/RM5r Multiple Family Residential Districts and C3 General Commercial District as guidelines.
- 4.3 On 2021 October 04, Council received a report of the Planning and Development Department and authorized the Department to work with the applicant in the preparation of a suitable plan of development with the understanding that a further and more detailed report would be submitted at a later date. The applicant has now submitted a plan of development suitable for presentation to a Public Hearing.

5.0 GENERAL COMMENTS

- 5.1 The applicant is requesting to rezone the property to the amended CD Comprehensive Development District (based on C3, C3a, C3c General Commercial District and P2 Administration and Assembly District) in order to use approximately 983.47 m² (10,586 sq. ft.) of tenant space, located on the office building's fifth floor, for a licensed child care facility. Although the applicant has requested 147 spaces for infants, toddlers, and preschool-aged children, the ultimate number of children spaces permitted is to be determined by the Fraser Health Authority. Outdoor play space on the fifth floor podium deck is proposed for the child care facility, directly adjacent the proposed tenant space, and

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: Rezoning Reference #21-35
 2022 March 16Page 3

in accordance with Fraser Health Authority requirements. In the future, if the childcare facility ceases to exist, the use will revert back to office use for the fifth floor.

- 5.2 Pick-up and drop-off will be provided on the top level of the parkade to the immediate north of the child care facility entrance. There is sufficient parking on site to accommodate the proposed facility, with 22 spaces provided. Parking spaces for the child care facility will be indicated by appropriate signage.
- 5.3 The hours of operation are proposed to be between 7:45 a.m. – 5:45 p.m., Monday to Friday. It is noted that the size and configuration of the indoor and outdoor components of the childcare facility, and number of children proposed, are subject to the requirements of the Child Care Licensing Regulation of the *Community Care and Assisted Living Act* and approval of the Fraser Health Authority.
- 5.4 All required services to serve the site have been secured as part of Rezoning Reference #99-87.
- 5.5 Given that no additional gross floor area is proposed as part of the subject rezoning application, the GVS&DD Sewerage Charge and Regional Transportation Charge are not required in conjunction with this rezoning application.

6.0 DEVELOPMENT PROPOSAL

6.1	<u>Overall Metropolis Site Area (no change)</u>	-	86,400 m ² (930,002 sq. ft.)
6.2	<u>Floor Area (fifth floor subject unit)</u>		
	Subject Unit	-	983.47 m ² (10,586 sq. ft.)
	Outdoor Play Areas	-	558.81 m ² (6,015 sq. ft.)
6.3	<u>Parking</u>		<u>Required and Provided Spaces</u>
	Child care facility	-	22

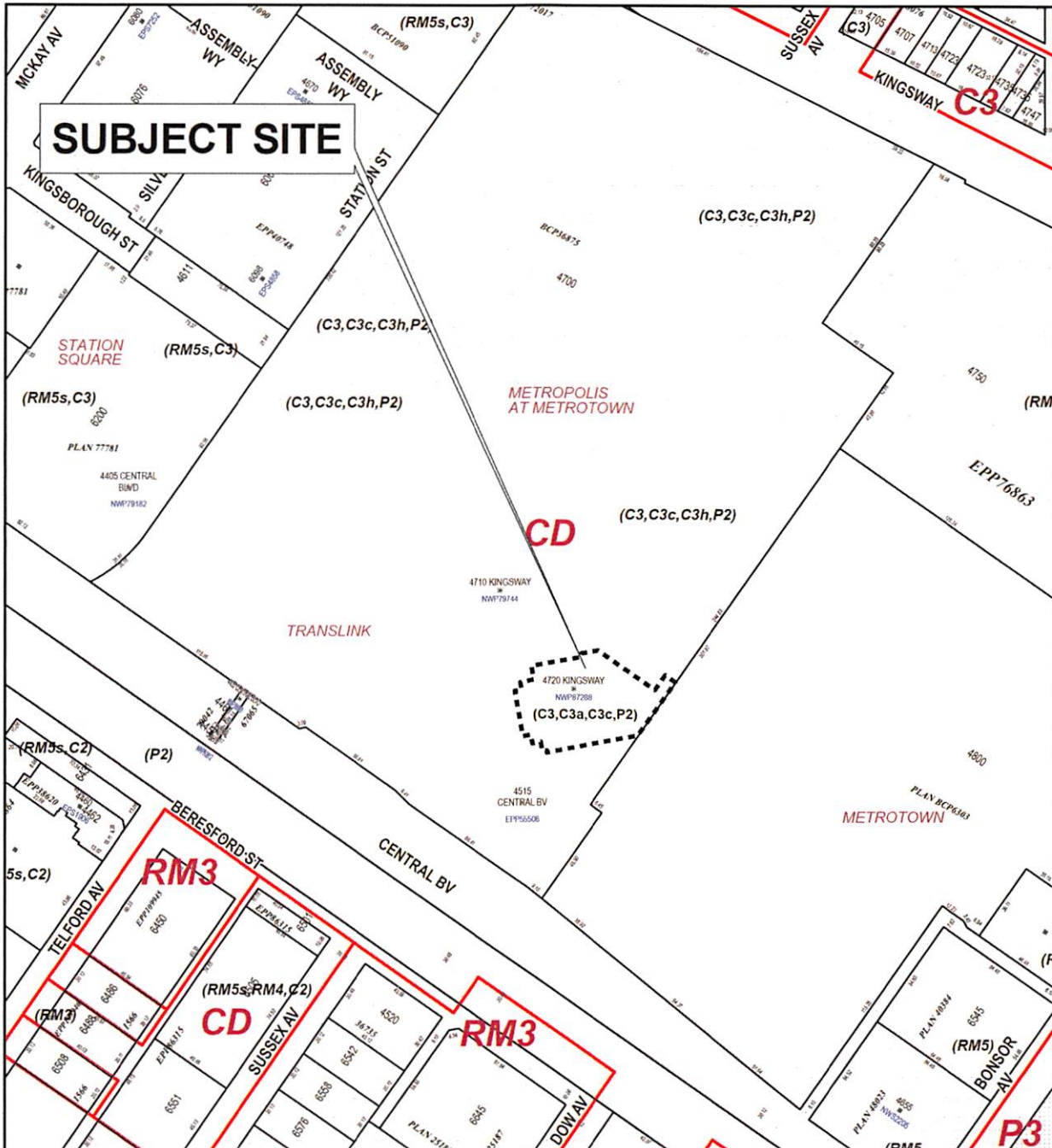


E.W. Kozak, General Manager
 PLANNING AND DEVELOPMENT

PJL:tn

Attachments

cc: City Solicitor
 City Clerk



SUBJECT SITE




PLANNING & BUILDING DEPARTMENT

Date: MAR 14 2022

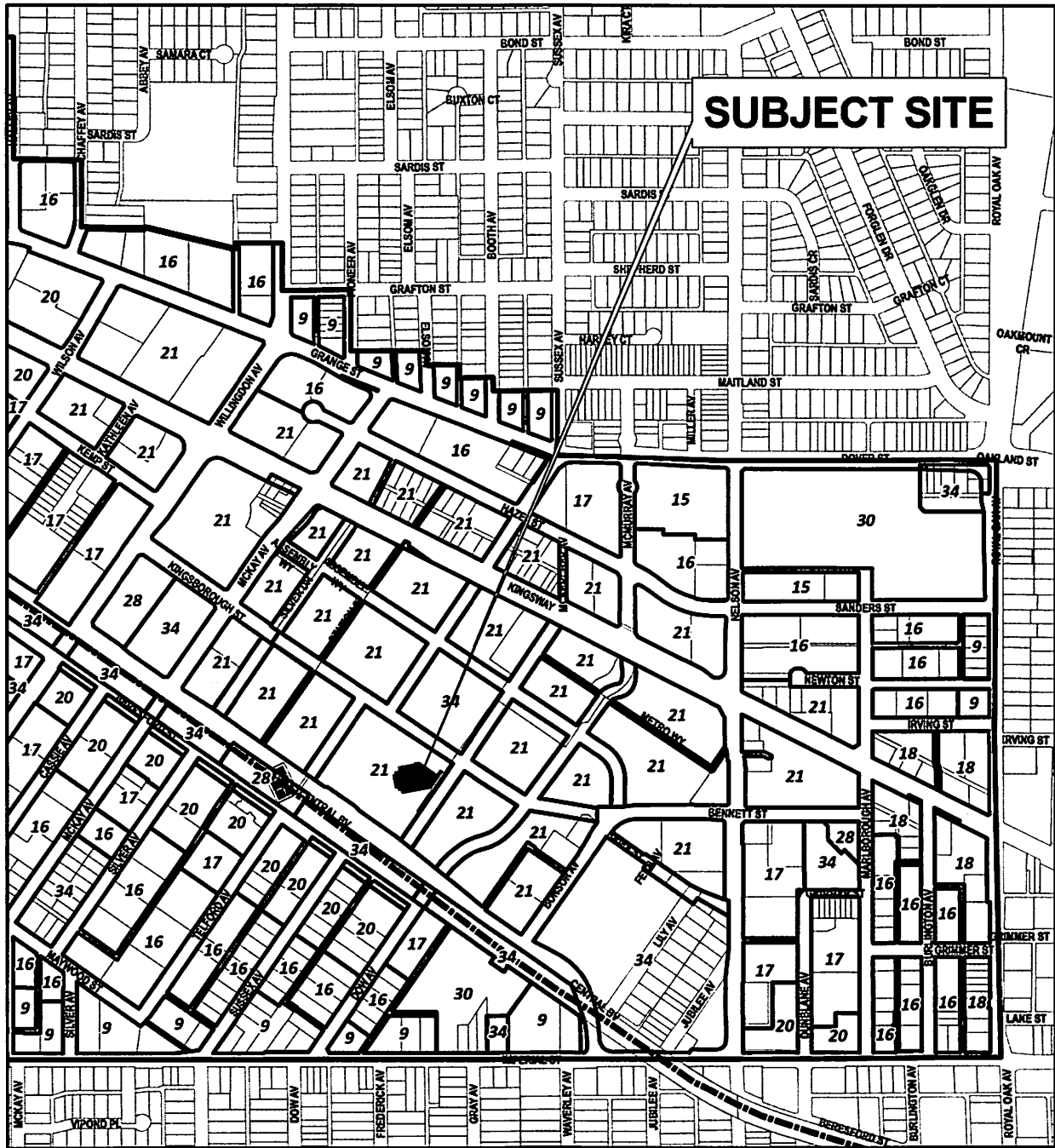
scale: 1:3,000

Drawn By: RW

**REZONING REFERENCE #21-35
5TH FLOOR- 4720 KINGSWAY**

 Subject Site

Sketch #1



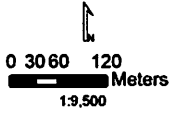
- 9** Medium Density Residential (RM3s)
- 15** High Density Residential (RM5)
- 16** High Density Residential (RM4s)
- 17** High Density Residential (RM5s)
- 18** High Density Mixed Use (RM4s/C2)
- 19** High Density Mixed Use (RM4s/C3)

- 20** High Density Mixed Use (RM5s/C2)
- 21** High Density Mixed Use (RM5s/C3)
- 28** Institutional
- 30** Public School (P3)
- 34** Park and Public Use (P3)



City of Burnaby
 Planning and Development Department
 Printed on March 9, 2021

Metrotown Plan



Sketch #2



Item
Meeting..... 2022 March 21

COUNCIL REPORT

TO: CHIEF ADMINISTRATIVE OFFICER 2022 March 16

FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT

**SUBJECT: REZONING REFERENCE #21-42
Government Cannabis Store**

ADDRESS: Portion of 9861 Austin Road (see *attached* Sketches #1 and #2)

LEGAL: Lot 1 District Lot 4 Group 1 New Westminster District Plan EPP60170

FROM: CD Comprehensive Development District (based on C3 General Commercial District, RM5s Multiple Family Residential District, Lougheed Core Area Master Plan, and Lougheed Town Centre Plan as guidelines)

TO: Amended CD Comprehensive Development District (based on C3 and C3i General Commercial Districts, Lougheed Core Area Master Plan and Lougheed Town Centre Plan as guidelines, and in accordance with the development plan entitled "Burnaby Lougheed" prepared by Liquor Distribution Branch)

APPLICANT: British Columbia Liquor Distribution Branch
3383 Gilmore Way
Burnaby, BC V5G 4S1
Attn: Ryan McKeown

PURPOSE: To seek Council authorization to forward this application to a Public Hearing on 2022 April 26.

RECOMMENDATIONS:

1. **THAT** a Rezoning Bylaw be prepared and advanced to First Reading on 2022 April 04 and to a Public Hearing on 2022 April 26 at 5:00 pm.
2. **THAT** the following be established as prerequisites to the completion of the rezoning:
 - a) The submission of a suitable plan of development.
 - b) The granting of a Section 219 Covenant to ensure that operating hours are maintained as described in Section 4.3 of this report.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCE #21-42
 Government Cannabis Store

2022 March 16.....Page 2

R E P O R T

1.0 REZONING PURPOSE

The purpose of the proposed rezoning bylaw amendment is to permit a government cannabis store within a commercial retail unit (CRU) that is currently under construction.

2.0 POLICY FRAMEWORK

The subject application aligns with the following City policies: Corporate Strategic Plan (2017), Regional Context Statement (2013), Official Community Plan (1998), and Economic Development Strategy (2007).

3.0 BACKGROUND

- 3.1 On 2020 June 01, Council adopted locational and operational guidelines for assessing future rezoning applications for government cannabis retail stores in the C2i and C3i Commercial Districts (the “Guidelines”). The intent of the Guidelines is to provide a higher degree of certainty as to the appropriate location, size, and operation of government cannabis stores. On 2021 November 08, Council adopted an amendment to the Guidelines to support consideration of a maximum of one government cannabis store within each of Burnaby’s four Town Centres, in addition to a fifth location in the Big Bend neighbourhood.
- 3.2 The subject site for this rezoning is comprised of one ground-level commercial retail unit (CRU) within “City of Lougheed” Phase 1, which is currently under construction. The CRU is south-facing and fronts onto Austin Road (see *attached* Sketches #1 and #2). To the north and west of the subject CRU is the remainder of the Phase 1 development site currently under construction (with the existing shopping mall and parking lot located beyond, which are slated for development in future phases of the Lougheed Core Area Master Plan). To the south, across Austin Road, is a gas station on a property zoned Service Commercial District (C4), and a presentation centre. Both of these properties are designated High Density Mixed Use under the amended Lougheed Town Centre Plan, with the presentation centre site currently undergoing rezoning (Rezoning Reference #18-32). To the east, across North Road, is the Burquitlam-Lougheed Neighbourhood (City of Coquitlam).
- 3.3 On 2021 December 06, Council received the report of the Planning and Development Department concerning the subject rezoning and authorized the Department to continue working with the applicant towards a suitable plan of development. The applicant has now submitted a plan of development suitable for presentation at a Public Hearing.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCE #21-42
 Government Cannabis Store

2022 March 16.....Page 3

4.0 GENERAL COMMENTS

4.1 The applicant is seeking to rezone a 234.2 m² (2,521 sq. ft.) CRU within the commercial podium of the Loughheed Mall development to an amended Comprehensive Development District (based on C3 and C3i District guidelines) in order to permit the establishment of a government cannabis store (see *attached* Sketch #1). Under the proposed amendment, the subject unit would retain the underlying C3 District zoning, in addition to the proposed C3i District zoning, in order to allow future reversion of the unit to C3 District uses should the government cannabis store use cease.

4.2 Consistent with current provincial regulations, the applicant is proposing transparent glazing along the storefront, with graphic panels located behind the windows within the store interior, such that cannabis, cannabis accessories, and packaging and labelling of cannabis and cannabis accessories are not visible from outside the store.

4.3 The applicant notes that the Liquor Distribution Branch (LDB) utilizes CPTED (Crime Prevention through Environmental Design) principles in retail store designs, and that the proposed store would apply various safety and security arrangements, including fire and intruder alarm monitoring systems, video surveillance, secured product displays and storage, security shutters and smash-resistant windows. To promote social responsibility and maximize customer, employee and community safety, the store would apply the following measures as part of the LDB neighbourhood strategy:

- staff training to verify a customer's age and to identify signs of fraudulent ID;
- a mandatory *Keep It Safe* training program for all staff, which covers best practices for dealing with intoxicated customers, suspicious activities, and instances of violence, theft or nuisance;
- implementation of procedures regarding unruly customers, store safety, loitering, and consumption outside the premises; and,
- removal of expired or defective products off-site for destruction, such that no products are disposed of at the store location.

The proposed hours for the store are 9 a.m. to 9 p.m., Monday to Saturday, and 10 a.m. to 7 p.m. Sunday. There is sufficient parking on the subject property.

4.4 The following is an assessment of the proposal's consistency with the 2020 Council-adopted and subsequently amended guidelines for assessing rezoning applications for government cannabis stores:

4.4.1 Locational Criteria

Town Centre or Big Bend Location:

The locational criteria for government cannabis stores requires that a store be located in one of the four designated Town Centres, or in the Big Bend neighbourhood, in which the

To: *Chief Administrative Officer*
 From: *General Manager Planning and Development*
 Re: *REZONING REFERENCE #21-42*
Government Cannabis Store

2022 March 16.....Page 4

store would serve as a component of an overall development. The proposed store is located in the Lougheed Town Centre.

General observance of a minimum 200 m (656 ft.) separation from the following uses:

- ***Public and private schools***

The nearest public school is Cameron Elementary School, which is located over 400 m (1,312 ft.) northwest of the subject site. Coquitlam College, a private post-secondary educational institution located east of North Road in the City of Coquitlam, is located approximately 160 m (525 feet) from the subject site.

- ***Public playgrounds***

The nearest public playgrounds within the City of Burnaby are located in the Cameron Elementary School field and in Keswick Park, both of which are over 400 m (1,312 ft.) from the subject site. Brookmere Park (City of Coquitlam) has a public playground which is located over 350 m (1,148 ft.) from the subject site.

- ***Community/recreation centres, community resource centres, neighbourhood houses, and youth centres***

Cameron Recreation Complex and public library is located over 600 m (1,969 feet) northwest of the subject site.

Observance of an appropriate relationship to the following adjacent uses in terms of their direct proximity or orientation to the government cannabis store:

- ***Residential and mixed-use development***

The subject site is located within a mixed-use development, consisting of a commercial podium and four high-rise apartment towers above, that is under construction. It is anticipated that similar high density mixed-use development will be constructed on properties near the subject site in the future, in accordance with the Lougheed Town Centre Core Area Master Plan.

- ***Café/restaurant outdoor patios***

There are currently no café or restaurant outdoor patios within close proximity to the subject site, although outdoor patios along Austin Road may be constructed nearby in the future, as commercial tenants begin to occupy the commercial podium CRU's upon completion.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCE #21-42
 Government Cannabis Store

2022 March 16.....Page 5

- **Public parks**

The subject site is not located adjacent to any public parks, although there are several park sites within the wider Lougheed Town Centre and the adjacent Burquitlam-Lougheed neighbourhood (City of Coquitlam).

- **Potential sensitive uses such as temporary shelters or group homes**

There are no temporary shelter or group home uses within close proximity to the subject site.

Given the subject site's central location within the Lougheed Town Centre, there is generally an expectation for a greater mix of uses and higher activity levels with a lesser degree of physical separation between commercial uses. As noted, the LDB neighbourhood strategy will include the implementation of procedures to deal with unruly customers, loitering, and consumption outside the premises. In addition, products from government cannabis stores are packaged and sold in accordance with Health Canada requirements, such that odour impacts on nearby uses would be mitigated. The RCMP has been notified of the proposed government cannabis store location, and have no concerns.

Though it is noted that the separation distance between the subject site and Coquitlam College is under the minimum 200 m (656 ft.) distance identified in the Guidelines between government cannabis stores and public or private schools, proximity to post-secondary institutions is of less concern, as the main intent is to provide sufficient distance between stores and institutions where minors (i.e. persons below the age of 19) are likely to gather regularly.

4.4.2 Store Size

The proposed government cannabis store, at 234.2 m² (2,521 sq. ft.), does not exceed the maximum store size criterion of 465 m² (5,000 sq. ft.).

4.4.3 Operational Criteria

The guidelines recommend that government cannabis stores have a security plan, as well as a strategy to ensure the store will be a good neighbour. Government cannabis stores are also required to post signs regarding the Burnaby Smoking Regulation Bylaw.

As noted above in Section 4.3, the proposed store would apply a range of security procedures, CPTED (Crime Prevention through Environmental Design) principles, as well as community engagement and social responsibility measures to maximize customer, employee and community safety, and to promote safe and responsible use of non-medical cannabis products.

The proposed cannabis store meets all other operational criteria in the 2020 Council-adopted guidelines.

To: Chief Administrative Officer
 From: General Manager Planning and Development
 Re: REZONING REFERENCE #21-42
 Government Cannabis Store

2022 March 16.....Page 6

4.5 A Section 219 Covenant is required to ensure that hours of operation are maintained as described in Section 4.3.

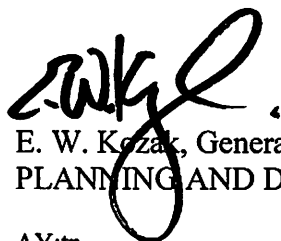
4.6 In summary, the proposed rezoning to permit a government cannabis store at the subject location is considered supportable, based on the rationale provided in this report.

5.0 DEVELOPMENT PROPOSAL

5.1 Lot Area (no change) - 18,708 m² (201,375 sq. ft.)

5.2 Gross Floor Area
 Subject unit area - 234.2 m² (2,521 sq. ft.)

5.3 Required/Provided Parking for entire site
(no change)
 Total commercial - 247 spaces required
 - 393 spaces provided

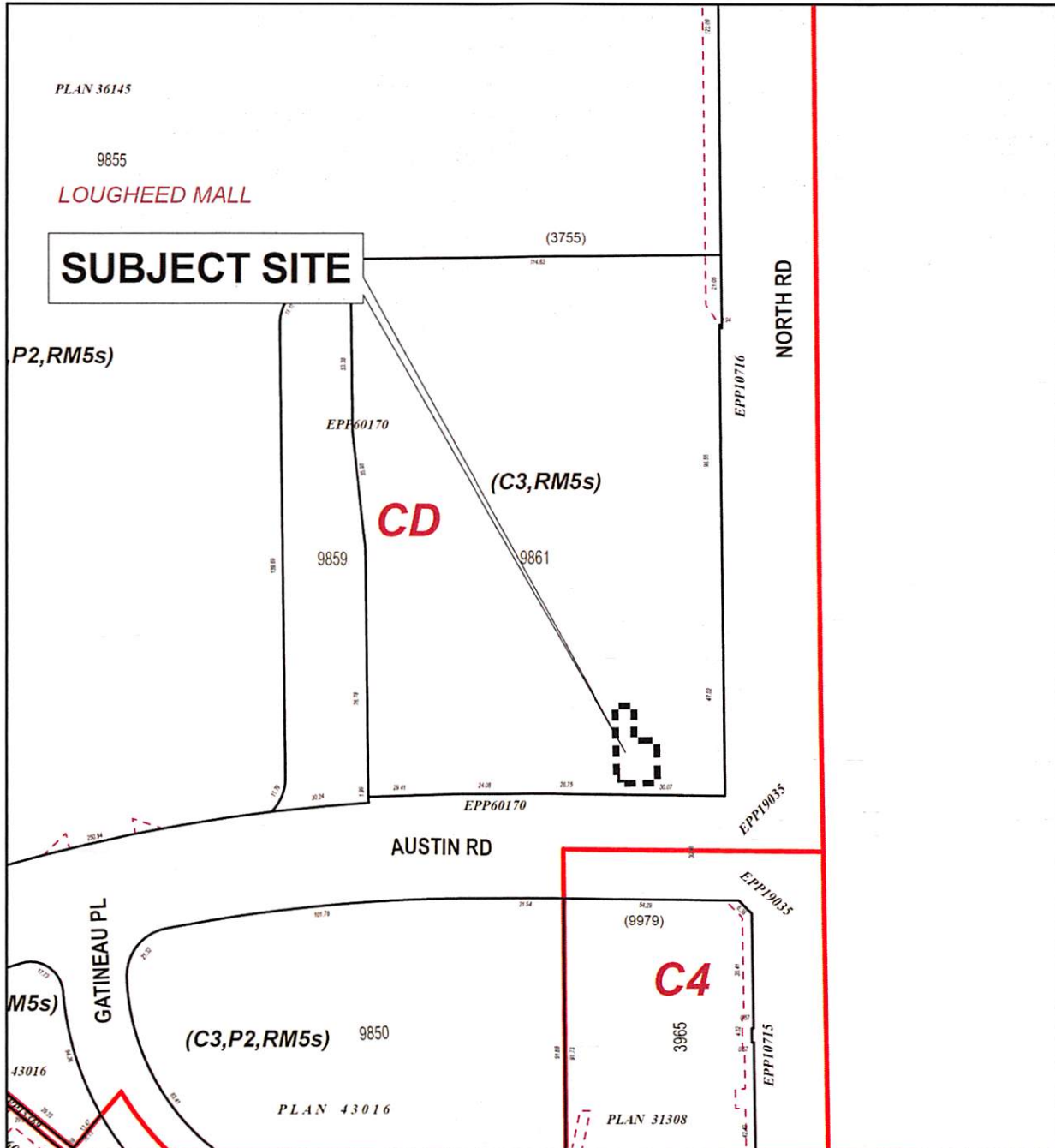





E. W. Kozak, General Manager
 PLANNING AND DEVELOPMENT

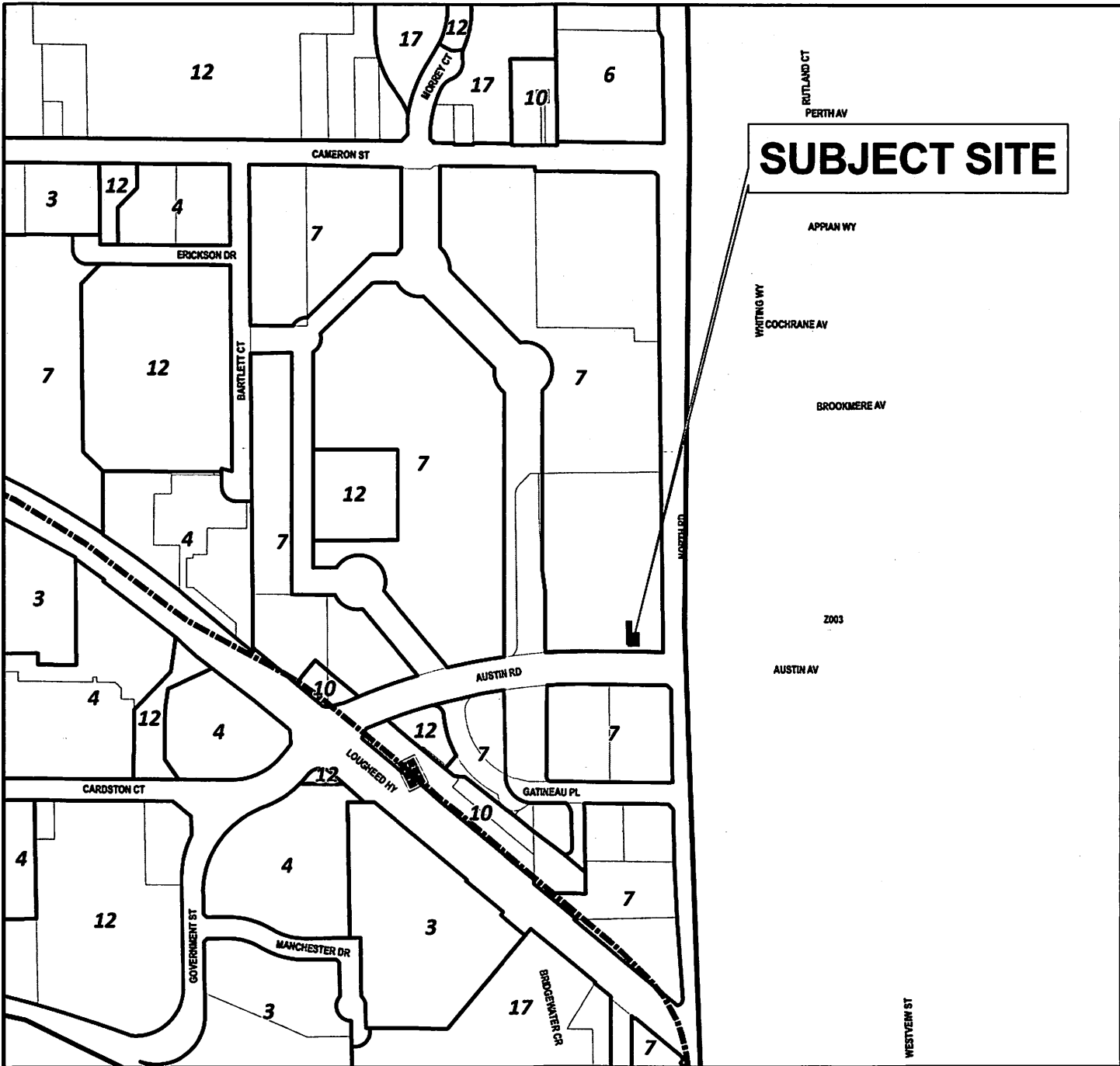
AY:tn

Attachments

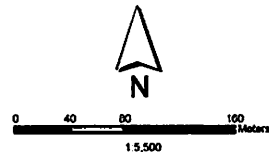
cc: General Manager Engineering
 General Manager Community Safety
 Officer-in-Charge, RCMP, Burnaby Detachment
 City Solicitor
 City Clerk



	<p>PLANNING AND DEVELOPMENT DEPARTMENT</p> 
<p>Date:</p> <p>MAR 1 2022</p>	<p>REZONING REFERENCE #21-42</p> <p>9861 AUSTIN ROAD</p> <p> Subject Site</p>
<p>scale:</p> <p>1:2,000</p>	
<p>Drawn By:</p> <p>RW</p>	



- | | |
|---|---|
| 1 Single and Two Family Residential | 9 Industrial |
| 3 Medium Density Multiple Family Residential | 10 Institutional |
| 4 High Density Multiple Family Residential | 12 Park and Public Use/Public School |
| 5 Commercial | 17 Low or Medium Density Multiple Family Residential |
| 6 Medium Density Mixed Use | 18 Recreational Vehicle Park |
| 7 High Density Mixed Use | |



Lougheed Town Centre Plan

PLANNING AND DEVELOPMENT DEPARTMENT

PHASED DEVELOPMENT AGREEMENT

This Agreement dated for reference the ____ day of _____, 20____.

AMONG:

CITY OF BURNABY
4949 Canada Way
Burnaby, BC V5G 1M2

(the "City")

AND

BELFORD (MCKAY) NOMINEE LTD.
Incorporation No. BC1103572
540 - 1199 West Pender Street
Vancouver, BC V6E 2R1

("McKay Nominee")

AND

BELFORD (MCKAY) PROPERTIES LIMITED PARTNERSHIP
540 - 1199 West Pender Street
Vancouver, BC V6E 2R1

("McKay LP", together with McKay Nominee, "Belford (McKay)")

AND

BELFORD (MAYWOOD) NOMINEE LTD.
Incorporation No. BC0674725
540 - 1199 West Pender Street
Vancouver, BC V6E 2R1

("Maywood Nominee")

AND

BELFORD (MAYWOOD) PROPERTIES LIMITED PARTNERSHIP
540 - 1199 West Pender Street
Vancouver, BC V6E 2R1

("Maywood LP", together with Maywood Nominee, "Belford (Maywood)")

AND

BELFORD (SILVER 3) NOMINEE LTD.
Incorporation No. BC1125044
540 - 1199 West Pender Street
Vancouver, BC V6E 2R1

(“**Silver Nominee**”)

AND

BELFORD (SILVER 3) PROPERTIES LIMITED PARTNERSHIP
540 - 1199 West Pender Street
Vancouver, BC V6E 2R1

(“**Silver LP**”, together with Silver Nominee, “**Belford (Silver)**”)

AND

BELFORD (TELFORD) NOMINEE LTD.
Incorporation No. BC1157241
540 - 1199 West Pender Street
Vancouver, BC V6E 2R1

AND

BELFORD (TELFORD) PROPERTIES LIMITED PARTNERSHIP
540 - 1199 West Pender Street
Vancouver, BC V6E 2R1

(“**Telford LP**”, together with Telford Nominee, “**Belford (Telford)**”)

WHEREAS:

- A. Telford Nominee is the registered owner and Telford LP is the beneficial owner of lands and premises legally described as:

Parcel Identifier: 002-544-521
Lot “A” (Reference Plan 29171) District Lot 153 Group 1 New Westminster
District Plan 1566

(the “**Telford Site**”);

- B. McKay Nominee is the registered owner and McKay LP is the beneficial owner of lands and premises legally described as:

Parcel Identifier: 000-824-488
Lot 100 District Lots 151 and 153 Group 1 New Westminster District Plan
34561, and

Parcel Identifier: 003-385-752
Lot “B” District Lot 153 Group 1 New Westminster District Plan 8356,

(together, the “**Cassie/McKay Site**”);

- C. Silver Nominee is the registered owner and Silver LP is the beneficial owner of lands and premises legally described as:

Parcel Identifier: 002-993-406
Lot 80 District Lot 153 Group 1 New Westminster District Plan 30367

(the “**Silver Site**”)

- D. Maywood Nominee is the registered owner and Maywood LP is the beneficial owner of lands and premises legally described as:

Parcel Identifier: 010-658-866
Lot “B” District Lot 153 Group 1 New Westminster District Plan 2666

(the “**Maywood Site**”);

- E. Belford has submitted rezoning applications for the Cassie/McKay Site, Maywood Site, Silver Site and Telford Site, all located within the Maywood neighbourhood of the Metrotown Downtown Plan Area;

- F. As a condition of advancing the applicable rezoning applications to the City’s Council for Public Hearing, Belford has undertaken to provide the Replacement Rental Units (as hereinafter defined), together with the Market-Rate Rental Housing Units (as hereinafter defined), as set out in this Agreement, in conjunction with the development of the Lands (as hereinafter defined) and accordingly, the parties wish to ensure that the specified provisions of the applicable CD District Bylaws (as hereinafter defined) continue to apply to the Cassie/McKay Site, the Maywood Site, the Silver Site and the Telford Site, as applicable, for the Term (as hereinafter defined) and that such sites are developed in accordance with the terms and conditions set out in this Agreement; and

- G. The Council has adopted the “Burnaby Phased Development Agreement (Belford Properties) Bylaw 2021” to authorize the execution of this Agreement.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, Belford and the City agree pursuant to Section 516 of the *Local Government Act* as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement:

- (a) “**Additional Rental Housing Units**” means, collectively, 168 rental housing units, exclusive of the Replacement Rental Housing Units, that are to be constructed by or on behalf of Belford on the Telford Site and 50% of which (84) will be provided at market rental rates and 50% of which (84) will be provided at CMHC Median Rental Rates, as specified in the applicable Housing Agreement.
- (b) “**Affiliate**” means, in relation to any person, any other person or group of persons that, directly or indirectly, controls, is controlled by or under common control with the first mentioned person, and for the purposes of this

{251968-503887-01769201;8}

definition and references in this Agreement to “Affiliate”, “**control**” means the possession, directly or indirectly, by a person or group of persons with the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting securities, units or other ownership interests of such person, contract or otherwise. Without limiting the generality of the foregoing, “Affiliate” of any person will also include a limited partnership in which such person, or an Affiliate of such person, is a limited partner or the general partner.

- (c) “**Agreement**” means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement.
- (d) “**Approving Officer**” means the subdivision approval official for the City appointed for that purpose under the provisions of the *Land Title Act*.
- (e) “**Belford**” means, collectively, Belford (McKay), Belford (Maywood), Belford (Silver) and Belford (Telford).
- (f) “**Below Market-Rate Rental Housing Units**” means, collectively,
 - (i) the Replacement Rental Units on the Lands to be provided at the Replacement Rental Units Rental Rates; and
 - (ii) 50% of the Additional Rental Housing Units on the Lands to be provided at the CMHC Median Rental Rates,and that are subject to the Housing Agreement (Below Market-Rate Rental), as contemplated under Section 483 of the *Local Government Act*.
- (g) “**Building**” means any building or buildings to be constructed on the Lands, or any portion thereof, pursuant to a Building Permit.
- (h) “**Building Permit**” means a building permit authorizing construction of any Building, or any portion(s) thereof after the date of this Agreement.
- (i) “**Cassie/McKay CD District Bylaw**” means all those provisions in the Comprehensive Development District added to the Zoning Bylaw in respect of the Cassie/McKay Site pursuant to the Cassie/McKay Rezoning.
- (j) “**Cassie/McKay Development**” means the development of the Cassie/McKay Site for a single high-rise residential strata condominium building, with street-oriented townhouse development and underground parking, all in accordance with the Cassie/McKay CD District Bylaw, the Permitted Density and Uses Schedule, the applicable Development Requirements and the terms and conditions set out in this Agreement.
- (k) “**Cassie/McKay Site**” has the meaning given in Recital B.
- (l) “**Cassie/McKay Rezoning**” means Belford’s application to the City to rezone the Cassie/McKay Site pursuant to the City’s Rezoning Reference #17-34 to permit the Cassie/McKay Development.
- (m) “**Cassie/McKay Specified Zoning Bylaw Provisions**” means all those

{251968-503887-01769201;8}

provisions in the Cassie/McKay CD District Bylaw as of the date of this Agreement.

- (n) “**CD District Bylaws**” means, collectively, the Cassie/McKay CD District Bylaw, the Maywood CD District Bylaw, the Silver CD District Bylaw and the Telford CD District Bylaw.
- (o) “**Certificate of Occupancy**” means a certificate authorizing the use or occupation of any Building, or any portion(s) thereof.
- (p) “**Change in Control**” has the meaning given in Section 11.2.
- (q) “**City Requirements**” means, collectively:
 - (i) any legal agreements, documents, plans required by the City in connection with the Cassie/McKay Rezoning, Maywood Rezoning, Silver Rezoning or Telford Rezoning;
 - (ii) the issuance of any Preliminary Plan Approvals or Building Permits and registered against title to the Lands, or any portions thereof;
 - (iii) any fees or bonding required by the City in connection with rezoning, subdivision, development or redevelopment of all or any of the Lands; and
 - (iv) the PDA Agreements.
- (r) “**CMHC**” means the Canada Mortgage and Housing Corporation or its successor in function.
- (s) “**CMHC Median Rental Rates**” means the CMHC market median rent for the applicable CMHC market rental survey zone and number of bedrooms, based on the rates available at the time a tenant enters into a tenancy agreement.
- (t) “**Community Charter**” means the *Community Charter*, SBC 2003, C. 26.
- (u) “**Council**” means council for the City of Burnaby.
- (v) “**Default Notice**” has the meaning given in Section 5.2.
- (w) “**Development Requirements**” means those requirements for the development of the Cassie/McKay Site, the Maywood Site, the Silver Site and the Telford Site, as set out in Schedule “B” attached hereto, together with other requirements established prior to final adoption of the CD District Bylaws.
- (x) “**Director of Planning and Building**” means the individual appointed to be the Director of Planning and Building of the Planning and Building Department of the City, or his or her designate.
- (y) “**First Phase**” means the first phase of a maximum of three phases of completion and occupancy of the Lands, which First Phase will include the

completion and occupancy of the Buildings on the Telford Site and the Cassie/McKay Site in accordance with the terms and conditions in this Agreement.

- (z) **“Future Phases”** means the second and/or third phase of a maximum of three phases of completion and occupancy of the Lands, which Future Phases may be completed after or concurrently with the First Phase and will include the completion and occupancy of the Buildings on the Maywood Site and the Silver Site in accordance with the terms and conditions in this Agreement.
- (aa) **“Housing Agreement (Below Market-Rate Rental)”** means the agreements, covenants, options and charges granted by Belford to the City pursuant to Section 483 of the *Local Government Act* and noted, or to be noted on title to the Telford Site for the purposes of securing the Belford’s provision of Below Market-Rate Rental Housing Units on the Telford Site.
- (bb) **“Housing Agreement (Market-Rate Rental)”** means the agreements, covenants, options and charges granted by Belford to the City pursuant to Section 483 of the *Local Government Act* and noted, or to be noted on title to the Telford Site for the purposes of securing Belford’s provision of Market-Rate Rental Housing Units on the Telford Site.
- (cc) **“Housing Agreements”** means collectively, the Housing Agreement (Below Market-Rate Rental), the Housing Agreement (Market-Rate Rental), the Housing Covenant (Below Market-Rate Rental) and the Housing Covenant (Market-Rate Rental);
- (dd) **“Housing Covenant (Below Market-Rate Rental)”** means, collectively, a Section 219 Covenant and rent charge to be granted by Belford to the City and registered against title to the Telford Site for the purposes of securing Belford’s construction of the Below Market-Rate Rental Housing Units thereon.
- (ee) **“Housing Covenant (Market-Rate Rental)”** means, collectively, a Section 219 Covenant and rent charge to be granted by Belford to the City and registered against title to the Telford Site for the purposes of securing Belford’s construction of the Market-Rate Rental Housing Units thereon.
- (ff) **“Lands”** means, collectively, the Cassie/McKay Site, the Maywood Site, the Silver Site and the Telford Site.
- (gg) **“Land Title Act”** means the *Land Title Act*, RSBC 1996, C. 250.
- (hh) **“Local Government Act”** means the *Local Government Act*, RSBC 2015.
- (ii) **“Market-Rate Rental Housing Units”** means 50% of the Additional Rental Housing Units (84) on the Lands to be provided at market rental rates and that are subject to the Housing Agreement (Market Rental), as contemplated under Section 483 of the *Local Government Act*.
- (jj) **“Maywood CD District Bylaw”** means all those provisions in the Comprehensive Development District added to the Zoning Bylaw in respect

of the Maywood Site pursuant to the Maywood Rezoning.

- (kk) **“Maywood Development”** means the development of the Maywood Site for a single high-rise residential strata condominium building, with a low-rise podium and underground parking, all in accordance with the Maywood CD District Bylaw, the Permitted Density and Uses Schedule, the applicable Development Requirements and the terms and conditions set out in this Agreement.
- (ll) **“Maywood Rezoning”** means Belford’s application to the City to rezone the Maywood Site pursuant to the City’s Rezoning Reference #18-21 to permit the Maywood Development.
- (mm) **“Maywood Site”** has the meaning given in Recital D.
- (nn) **“Maywood Specified Zoning Bylaw Provisions”** means all those provisions in the Maywood CD District Bylaw as of the date of this Agreement.
- (oo) **“No Build/No PPA Covenant”** has the meaning given in Section 6.6.
- (pp) **“No Occupancy Covenant”** has the meaning given in Section 6.5.
- (qq) **“PDA Agreements”** has the meaning given in Section 7.1.
- (rr) **“Permitted Densities and Uses Schedule”** means Schedule “A” attached hereto;
- (ss) **“Preliminary Plan Approval (PPA)”** or **“Preliminary Plan Approval”** means the approval of the Director of Building and Planning pursuant to Section 7.3 of the Zoning Bylaw, as this approval may be amended or replaced by the City from time to time.
- (tt) **“Rental Use Zoning Policy”** means the policy adopted by Council entitled “Rental Use Zoning Policy” and dated March 9, 2020, as amended or replaced from time to time.
- (uu) **“Replacement Rental Units”** means, collectively, the required 220 Below Market-Rate Rental Housing Units that are to be constructed by or on behalf of Belford on the Telford Site and provided at below-market rental rates, as specified in the Housing Agreement (Below Market-Rate Rental).
- (vv) **“Replacement Rental Units Rental Rates”** means rates equal to the eligible tenant rates at the time of move out of a tenant’s prior unit, plus annual increases allowed under the *Residential Tenancy Act* between the time of move-out of such tenant’s prior unit and occupancy by such tenant of the Replacement Rental Unit.
- (ww) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Ch. 78, as may be amended or replaced from time to time.
- (xx) **“Silver CD District Bylaw”** means all those provisions in the Comprehensive Development District added to the Zoning Bylaw in respect

of the Silver Site pursuant to the Silver Rezoning.

- (yy) “**Silver Development**” means the development of the Silver Site for a single high-rise residential strata condominium building, with street-oriented townhouse development and underground parking, all in accordance with the Silver CD District Bylaw, the Permitted Density and Uses Schedule, the applicable Development Requirements and the terms and conditions set out in this Agreement.
- (zz) “**Silver Rezoning**” means Belford’s application to the City to rezone the Silver Site pursuant to the City’s Rezoning Reference #17-39 to permit the Silver Development.
- (aaa) “**Silver Site**” has the meaning given in Recital C.
- (bbb) “**Silver Specified Zoning Bylaw Provisions**” means all those provisions in the Silver CD District Bylaw as of the date of this Agreement.
- (ccc) “**Specified Zoning Bylaw Provisions**” means, collectively, the Cassie/McKay Specified Zoning Bylaw Provisions, the Maywood Specified Zoning Bylaw Provisions, the Silver Specified Zoning Bylaw Provisions and the Telford Specified Zoning Bylaw Provisions.
- (ddd) “**Subdivision Control Bylaw**” means the Burnaby Subdivision Control Bylaw, 1971, as amended, replaced or re-enacted from time to time.
- (eee) “**Telford CD District Bylaw**” means all those provisions in the Comprehensive Development District added to the Zoning Bylaw in respect of the Telford Site pursuant to the Telford Rezoning.
- (fff) “**Telford Development**” means the development of the Telford Site for two high-rise residential rental apartment buildings, together with underground parking, all in accordance with the Telford CD District Bylaw, the Permitted Density and Uses Schedule, the applicable Development Requirements and the terms and conditions set out in this Agreement.
- (ggg) “**Telford No Occupancy Covenant**” has the meaning given in Section 6.10.
- (hhh) “**Telford Rezoning**” means Belford’s application to the City to rezone the Telford Site pursuant to the City’s Rezoning Reference #18-23 to permit the Telford Development.
- (iii) “**Telford Specified Zoning Bylaw Provisions**” means all those provisions in the Telford CD District Bylaw as of the date of this Agreement.
- (jjj) “**Term**” means the term of this Agreement set out in Section 4.1, as may be renewed in accordance with Section 4.2, as applicable.
- (kkk) “**Zoning Bylaw**” means the Burnaby Zoning Bylaw, 1965, as amended, replaced or re-enacted from time to time.

1.2 **Headings.** The headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope,

{251968-503887-01769201;8}

- extent or intent of this Agreement or any of its provisions.
- 1.3 **Use of the word Including.** The word “including” when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope.
- 1.4 **Currency.** A reference to currency means Canadian currency.
- 1.5 **Legislation.** A reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation that amends, supplements, re-enacts or supersedes such statute or any such regulation.
- 1.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with and governed by laws applicable in the Province of British Columbia.
- 1.7 **Time.** A reference to time or date is to the local time or date in Burnaby, British Columbia.
- 1.8 **Interpretation.** A word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa.
- 1.9 **Approvals.** A reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice.
- 1.10 **Section References.** A reference to a section means a section of this Agreement, unless a specific reference is provided to a statute.

SCHEDULES

- 1.11 The following Schedules are attached to and form part of this Agreement:

- “A” Permitted Density and Use Schedule
- “B” Development Requirements
- “C” No Occupancy Covenant
- “D” No Build/No PPA Covenant

1.0 APPLICATION OF AGREEMENT

- 1.1 This Agreement applies to the Lands and to no other land.

2.0 CONDITIONS PRECEDENT

- 2.1 The obligations of the parties under this Agreement are subject to the fulfillment of the following conditions precedent:

- (a) enactment by Council of the Cassie/McKay CD District Bylaw, the Maywood CD District Bylaw, the Silver CD District Bylaw and the Telford CD District Bylaw; and
- (b) the City having otherwise complied with all statutory requirements in respect of the City entering into this Agreement and enacting the Phased Development Agreement Authorization Bylaw to which this Agreement is attached.

3.0 SPECIFIED ZONING BYLAW PROVISIONS

- 3.1 For the Term of this Agreement, any amendment or repeal of the Cassie/McKay Specified Zoning Bylaw Provisions shall not apply to the Cassie/McKay site, subject to Sections 3.5 and 3.6 below.
- 3.2 For the Term of this Agreement, any amendment or repeal of the Maywood Specified Zoning Bylaw Provisions shall not apply to the Maywood Site, subject to Sections 3.5 and 3.6 below.
- 3.3 For the Term of this Agreement, any amendment or repeal of the Silver Specified Zoning Bylaw Provisions shall not apply to the Silver Site, subject Sections 3.5 and 3.6 below.
- 3.4 For the Term of this Agreement, any amendment or repeal of the Telford Specified Zoning Bylaw Provisions shall not apply to the Telford Site, subject to Sections 3.5 and 3.6 below.
- 3.5 For the Term of this Agreement, any amendment or repeal of the Specified Zoning Bylaw Provisions referred to in Sections 3.1, 3.2, 3.3 or 3.4 shall not apply to the lands referred to in those sections, subject to:
 - (a) the express limits set out in Section 516(6) of the *Local Government Act*,
 - (b) the termination of this Agreement under Section 5.0; or
 - (c) changes that Belford agrees to in writing shall apply.
- 3.6 Belford acknowledges and agrees that:
 - (a) the Specified Zoning Bylaw Provisions do not include any provisions in the Subdivision Control Bylaw or any other City enactments or policies, except as expressly set out herein;
 - (b) notwithstanding Sections 3.1, 3.2, 3.3 and 3.4, the City may, in connection with the processing and approval of any Preliminary Plan Approval (PPA) for the Telford Site, Cassie/McKay Site, Maywood Site and/or Silver Site, permit or require amendments to the CD drawings for such sites; and
 - (c) with respect to the Maywood Site and Silver Site, future technical designs, plans, and studies will be required and such technical designs, plans, and studies may necessitate changes to, among other things, the conceptual design plans, site plans, architectural plans, and landscape plans for the Maywood Site and Silver Site, as applicable, to ensure compliance with City

design standards, bylaws, policies and building code requirements and the Owner will comply with such requirements and agrees that the Owner's rights under Sections 3.3 and 3.4 are subject to the Owner's compliance with such requirements.

4.0 TERM OF AGREEMENT

- 4.1 The Term of this Agreement is ten (10) years from the reference date of this Agreement, as first written above.
- 4.2 Subject to the approval of the Council, at its sole and absolute discretion, the completion of all statutory requirements and public hearing processes under the *Local Government Act* and the approval of Inspector of Municipalities being obtained pursuant to Section 517(2) and (3) of the *Local Government Act*, this Agreement may be extended by written mutual consent of the City and Belford for an additional renewal term of not more than five (5) years provided that:
- (a) Belford is not in default of any of its obligations under this Agreement at the time of such extension;
 - (b) the City and Belford agree in writing to an extension of this Agreement not less than 90 days prior to the expiration of the Term; and
 - (c) in no event shall the Term of this Agreement including all renewal terms be for a period of more than twenty (20) years.
- 4.3 Belford acknowledges and agrees that if, at the expiration of the Term, Building Permits and Preliminary Plan Approval have not been issued in respect of the Lands, or any portions thereof, those portions of the Lands for which a Building Permit and Preliminary Plan Approval have not been issued will be subject to the zoning in effect as at the time that an application for a Building Permit or Preliminary Plan Approval, as applicable, has been made to the City in respect of those portions of the Lands.

5.0 TERMINATION

- 5.1 The parties may terminate this Agreement at any time by written mutual agreement, subject to the Council adopting a bylaw to terminate this Agreement in accordance with the same procedures, terms and conditions required to adopt the bylaw to enter into this Agreement.
- 5.2 If Belford does not comply with any of the provisions of this Agreement, other than as a result of or due to an act or omission of the City, the City may at its option terminate the Agreement before the expiration of the Term, provided however that the City will give Belford written notice within thirty (30) days after it becomes aware that any default has occurred with a description of such default (the "**Default Notice**") and Belford will have an additional ninety (90) days after receipt of the Default Notice to correct the default to the reasonable satisfaction of the City.
- 5.3 If a failure or deficiency requires longer than ninety (90) days to remedy, Belford has failed to substantially commence remedying such failure of deficiency within ninety (90) days after receipt of the Default Notice to the reasonable satisfaction of the City and further has failed to diligently pursue remedying the failure or deficiency thereafter.

6.0 DEVELOPMENT REQUIREMENTS

General Requirements

- 6.1 Except as expressly provided in this Agreement, nothing in this Agreement shall relieve Belford from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the subdivision and development of the Lands, or any portion thereof, and without limiting the generality of the foregoing, Belford shall remain fully responsible to ensure that the development of the Lands, or any portion thereof, is in full compliance with all requirements of the bylaws of the City, including without limitation those respecting land development, zoning, subdivision and building construction. Nothing in this Agreement shall relieve the City of the authority to utilize any contractual, statutory or common law remedy it may have to enforce this Agreement.
- 6.2 Without limiting the generality of Section 6.1, in connection with any application for approval of subdivision or development of the Lands, or any portion thereof, Belford must obtain all permits required under the City's bylaws, as amended from time to time, and in respect of any subdivision must obtain the approval of the Approving Officer, and must comply with all applicable enactments and bylaws in connection with that subdivision.
- 6.3 The parties acknowledge that the Approving Officer is an independent statutory officer, and that nothing in this Agreement shall be interpreted as prejudicing or affecting the duties and powers of the Approving Officer in respect of any application to subdivide the Lands.

Phasing Requirements

- 6.4 Development on the Lands, or portions thereof, may be completed and occupied on a phased basis as follows:
- (a) there shall be a maximum of three phases of development of the Lands, which phases will be comprised of the First Phase and the Future Phases;
 - (b) the First Phase will be completed in advance of or concurrently with the Future Phases;
 - (c) subject to Section 6.5, the Telford Site will be completed and occupied in advance of or concurrently with the Cassie/McKay Site; and
 - (d) subject to Section 6.5, the development of the Maywood Site and the Silver Site as part of the Future Phases may proceed sequentially (with either the Maywood Site or the Silver Site proceeding one before the other, or vice versa) or concurrently, at Belford's discretion, and may, at Belford's discretion, proceed concurrently with the First Phase.
- 6.5 Belford acknowledges and agrees that it will not apply for, and the City will not be required to issue, a Certificate of Occupancy in respect of any Building on the Cassie/McKay Site, the Maywood Site or the Silver Site, or any portion thereof, until at least 220 Replacement Rental Housing Units and at least 168 Additional Rental Housing Units have been constructed on the Telford Site and have received a

{251968-503887-01769201;8}

Certificate of Occupancy. To secure this requirement, Belford will, in accordance with Section 7.0, grant to the City a Section 219 Covenant substantially in the form attached hereto as Schedule “C” (the “**No Occupancy Covenant**”), which No Occupancy Covenant will be registered against title to the Cassie/McKay Site, the Maywood Site and the Silver Site in connection with the enactment of the CD District Bylaws.

6.6 Belford acknowledges and agrees that it will not apply for, and the City will not be required to issue, Preliminary Plan Approval or Building Permit in respect of any Building on the Maywood Site or the Silver Site, or any portion thereof, until Belford has:

- (a) submitted to the City technical designs, plans, studies and bonding for the Maywood Site and/or Silver Site, as applicable, including, without limitation, technical designs, plans, studies and bonding for servicing, third party utilities, stormwater and ground water management, sediment control, communications strategy, green building design and energy modelling, public art, and alternative transportation;
- (b) entered into and registered against title to the Maywood Site and/or Silver Site, as applicable, one or more servicing agreements to secure Belford’s provision of off-site services in respect of the Maywood Site and/or Silver Site, as applicable;
- (c) delivered to the City any required letters of credit to secure Belford’s obligations under the service agreements referred to under subsection (b) above;
- (d) entered into and registered against title to the Maywood Site and/or Silver Site, as applicable, any other legal agreements to secure the applicable City Requirements in respect of the Maywood Site and/or Silver Site; and
- (e) paid all other fees and charges payable in respect of the Maywood Site and/or Silver Site,

all to the satisfaction of the Director of Planning and Building and in accordance with the Development Requirements. To secure these requirements, Belford will, in accordance with Section 7.0, grant to the City a Section 219 Covenant substantially in the form attached hereto as Schedule “D” (the “**No Build/No PPA Covenant**”), which No Build/No PPA Covenant will be registered against title to the Maywood Site and the Silver Site in connection with the enactment of the CD District Bylaws.

Replacement Rental Units and Housing Tenure

6.7 Belford will construct on the Telford Site two (2) high-rise residential rental apartment buildings, together with underground parking, all in accordance with the Telford CD District Bylaw, the Permitted Density and Uses Schedule, the applicable Development Requirements and the terms and conditions set out in this Agreement and the Housing Agreements.

6.8 One high-rise residential rental apartment building will contain the 220 Replacement Rental Housing Units that are subject to the Housing Agreement (Below Market-Rate Rental) and 64 of the Additional Rental Housing Units (comprised of at 32

Additional Rental Housing Units that are to be provided at CMHC Median Rental Rates and are subject to the Housing Agreement (Below Market-Rate Rental) and 32 Additional Rental Housing Units that are to be provided at market rental rates and are subject to the Housing Agreement (Market-Rate Rental)). To secure the requirements with respect to the provision of these Below Market-Rate Rental Housing Units and Market-Rate Rental Housing Units, Belford will:

- (a) with respect to the 220 Replacement Rental Housing Units and the 32 Below Market-Rate Rental Housing Units out of the 64 Additional Rental Housing Units:
 - (i) enter into the Housing Agreement (Below Market-Rate Rental), in form and content satisfactory to the City, which Housing Agreement (Below Market-Rate Rental) will be noted against title to the Telford Site in connection with the enactment of the CD District Bylaws, subject to Section 6.10 below; and
 - (ii) grant to the City the Housing Covenant (Below Market-Rate Rental), in form and content satisfactory to the City, which Housing Covenant (Below Market-Rate Rental) will be registered against title to the Telford Site in connection with the enactment of the CD District Bylaws, subject to Section 6.10 below; and
- (b) with respect to the 32 Market-Rate Rental Housing Units out of the 64 Additional Rental Housing Units:
 - (i) enter into the Housing Agreement (Market-Rate Rental), in form and content satisfactory to the City, which Housing Agreement (Market-Rate Rental) will be noted against title to the Telford Site in connection with the enactment of the CD District Bylaws, subject to Section 6.10 below; and
 - (ii) grant to the City the Housing Covenant (Market-Rate Rental), in form and content satisfactory to the City, which Housing Covenant (Market-Rate Rental) will be registered against title to the Telford Site in connection with the enactment of the CD District Bylaws, subject to Section 6.10 below

6.9 The second high-rise residential rental apartment building on the Telford Site will contain not less than 104 Additional Rental Housing Units (comprised of at 52 Additional Rental Housing Units that are to be provided at CMHC Median Rental Rates and are subject to the Housing Agreement (Below Market-Rate Rental)) and 52 Additional Rental Housing Units that are to be provided at market rental rates and are subject to the Housing Agreement (Market-Rate Rental)). To secure the requirements with respect to the provision of the 104 Additional Rental Housing Units, Belford will:

- (a) with respect to the 52 Market-Rate Rental Housing Units out of the 104 Additional Rental Housing Units:
 - (i) enter into the Housing Agreement (Market-Rate Rental), in form and content satisfactory to the City, which Housing Agreement (Market-Rate Rental) will be noted against title to the Telford Site in connection with the enactment of the CD District Bylaws, subject to Section 6.10 below; and
 - (ii) grant to the City the Housing Covenant (Market-Rate Rental), in form and

content satisfactory to the City, which Housing Covenant (Market-Rate Rental) will be registered against title to the Telford Site in connection with the enactment of the CD District Bylaws, subject to Section 6.10 below;

- (b) with respect to the 52 Below Market-Rate Rental Housing Units out of the 104 Additional Rental Housing Units;
 - (i) enter into the Housing Agreement (Below Market-Rate Rental), in form and content satisfactory to the City, which Housing Agreement (Below Market-Rate Rental) will be noted against title to the Telford Site in connection with the enactment of the CD District Bylaws, subject to Section 6.10 below; and
 - (ii) grant to the City the Housing Covenant (Below Market-Rate Rental), in form and content satisfactory to the City, which Housing Covenant (Below Market-Rate Rental) will be registered against title to the Telford Site in connection with the enactment of the CD District Bylaws, subject to Section 6.10 below.

6.10 Notwithstanding Sections 6.8 and 6.9 above, the City may in its sole and absolute discretion, permit Belford to enter into the Housing Agreements and note or register, as applicable, the same against title to the Telford Site prior to the issuance of a Certificate of Occupancy for the first Building to be constructed on the Telford Site, provided that prior to the enactment of the CD District Bylaws, Belford has entered into and registered against title to the Telford Site a Section 219 Covenant (the “**Telford No Occupancy Covenant**”) in form and content satisfactory to the City, which will, among other things prohibit Belford from applying for a Certificate of Occupancy for any Building on the Telford Site unless and until Belford has entered into the Housing Agreements and has noted or registered, as applicable, the same against title to the Lands.

6.11 Belford acknowledges and agrees that if the proposed number of strata units on the McKay Site, the Silver Site and the Maywood Site exceeds 1,100 strata units in total, Belford will provide additional inclusionary rental units on the Telford Site in accordance with the City’s Rental Use Zoning Policy and the Zoning Bylaw.

7.0 PDA AGREEMENTS

7.1 Belford shall execute, deliver and register in the Land Title Office, as applicable, the agreements referred to herein and substantially as set out in Schedules C and D hereto and, if applicable, the Telford No Occupancy Covenant referred to in Section 6.10, (collectively, the “**PDA Agreements**”), concurrently with and conditional upon the adoption of the CD District Bylaws, with the intention that these agreements shall be registered against title to the Lands, as applicable, in order to secure Belford’s obligations to use and develop the Lands in accordance with the provisions of this Agreement.

8.0 DEVELOPMENT OF LAND FOLLOWING TERMINATION

8.1 Belford acknowledges and agrees that the development of the Lands shall continue to be governed by the City Requirements, including without limitation the PDA Agreements and the Housing Agreements, during and after the Term of this Agreement, except to the extent performed by Belford to the City’s satisfaction in

accordance with the applicable legal agreement and the City has confirmed in writing that the requirement is no longer applicable, or as evidenced by the discharge of such legal agreement.

9.0 INDEMNITY AND RELEASE

- 9.1 Belford shall indemnify and keep indemnified the City from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the City or which the City incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with or any breach by Belford of this Agreement.
- 9.2 Belford hereby releases, save harmless and forever discharges the City of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which Belford can or may have against the City, whether based in law or equity, whether known or unknown, for any loss, damage or injury, including economic loss or deprivation, that Belford may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement, the provisions of the Amenities and the development of the Lands as contemplated under this Agreement, or any breach by Belford of any covenant in this Agreement, save and except as a result of any breach by the City of this Agreement.
- 9.3 The indemnity and release provisions of Sections 9.1 and 9.2 shall survive the expiry or termination of this Agreement.

10.0 NO RECOVERY

- 10.1 Belford acknowledges, covenants and agrees that the expiry of this Agreement and any termination in accordance with Section 5.0 or otherwise, does not entitle Belford to seek restitution in relation to the provision of Replacement Rental Units or the Market-Rate Rental Housing Units pursuant to this Agreement and the Housing Agreements or in relation to any other obligation Belford has performed under this Agreement and the PDA Agreements (and Belford specifically agrees that the Specified Zoning Bylaw Provisions of this Agreement for the period prior to expiry or termination of this Agreement provides sufficient consideration in relation to Belford's obligations under this Agreement and the PDA Agreements) and the release and indemnity provisions under Sections 9.1 and 9.2 apply in this regard.
- 10.2 Belford covenants and agrees it will not commence or advance a legal proceeding of any kind to seek to quash, set aside, hold invalid this Agreement, the CD District Bylaws, the PDA Agreements or the Housing Agreements or to seek restitution in relation to any of the Replacement Rental Units or the Market-Rate Rental Housing Units provided in connection with the enactment of the CD District Bylaws, this Agreement and the Housing Agreements and if Belford does any of the foregoing, the City may provide this Agreement to the Court as a full and complete answer.
- 10.3 Without any limitation, Section 10.1 applies whether or not Belford proceeds with or without any development on the Lands.

11.0 ASSIGNMENT OF AGREEMENT

11.1 Except as provided in this Section 11.1 and 11.2, Belford shall not be entitled to assign this Agreement or to effect or allow a Change of Control without the prior written consent of the City, such consent to be in the sole and absolute discretion of the City provided that Belford shall be entitled to assign this Agreement without the consent of, but with notice to the City to an Affiliate of Belford, as that term is defined in the *Business Corporations Act* (British Columbia); each being an “**Assignee**”, and no further assignment shall be permitted by an Assignee except with the consent of the City as described above. In the event of any assignment:

- (a) Belford will notify the City of the proposed assignment; and
- (b) Belford will require the assignee, as a condition precedent to the assignment, to enter into an assumption agreement with Belford and the City, in form and content satisfactory to the City, acting reasonably, pursuant to the assignee will unconditionally assume all of Belford’s obligations hereunder and upon delivery of an executed copy of such assumption agreement to the City Belford shall be released from their obligations under this Agreement which occur or accrue after the date of such assignment and the Assignee shall be bound by the terms of this Agreement after the date of such assignment.

Notwithstanding the foregoing, Belford remains liable for their obligations under this Agreement which occur or accrue prior to the date of such assignment.

11.2 In Section 11.1, “**Change of Control**” means a transfer by sale, assignment or otherwise of any shares, voting rights or interests in Belford which results in a change of the party or parties who, as of the date hereof, exercise voting control of Belford, but does not include any financing or borrowing from any third party lenders, the transfer of limited partnership units by any limited partner of any limited partnership which is part of Belford, the entering into of purchase and sale agreements for pre-sale strata lots or leases with respect to any of the Below Market-Rate Rental Housing Units or Market-Rate Rental Housing Units.

11.3 For the purpose of this Section 11.0, the City acknowledges and agrees that any of Belford (McKay), Belford (Maywood), Belford (Silver) and Belford (Telford) may re-organize at a corporate level separately and independently from each other.

12.0 AMENDMENT OF AGREEMENT

12.1 Belford and the Director of Planning and Building may in writing agree to minor amendments to this Agreement, and for that purpose a “minor amendment” means those amendments contemplated in Section 3.6(b).

13.0 DISCHARGE

13.1 To the extent that this Agreement is registered on title to the Lands, the City will execute and deliver to Belford a discharge, in registrable form, of this Agreement from title to the Lands at the expense of Belford:

- (a) If the CD District Bylaws are not adopted by the City on or before September 30, 2022; or

- (b) If the CD District Bylaws are appealed after its adoption, and after the exhaustion of all appeals, the CD District Bylaws are quashed in its entirety.

14.0 DISPUTE RESOLUTION

14.1 If a dispute arises between the parties in connection with this Agreement, the parties agree to use the following procedure as a condition precedent to any party pursuing other available remedies:

- (a) either party may notify the other by written notice (a “**Notice of Dispute**”) of the existence of a dispute and a desire to resolve the dispute by mediation;
- (b) a meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
- (c) if, within forty-eight (48) hours after such a meeting or such further period as is agreeable to the parties (the “**Negotiation Period**”), the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation and to bear equally the costs of mediation;
- (d) the parties will jointly appoint a mutually acceptable mediator (who must be an expert in the subject matter of the dispute), within forty- eight (48) hours of the conclusion of the Negotiation Period;
- (e) the parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days following appointment of the mediator or for such longer period as the parties may agree. If the parties are not successful in resolving the dispute through mediation or if the mediation has not commenced within fourteen (14) days following the appointment of the mediator or if the parties cannot agree upon the mediator appointment, then the parties agree that each parties obligations to under this subsection (e) will be at an end and thereafter, either party may seek to have such dispute heard in a court of law or the parties may mutually agree to have the dispute resolved through arbitration under the *Arbitration Act*, S.B.C. 2020, Ch. 2, as may be amended, replaced or re-enacted from time to time; and
- (f) the costs of mediation will be awarded by the mediator in his or her absolute discretion.

14.2 In no event shall the foregoing be construed as impeding or affecting the City’s authority to enforce its zoning and other regulatory bylaws.

15.0 NOTICE

15.1 Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address provided in writing.

16.0 POWERS PRESERVED

16.1 Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the City in the exercise of its powers,

duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement has not been executed and delivered to Belford, subject only to Section 516 of the *Local Government Act*.

17.0 CITY'S REPRESENTATIVE

17.1 Any option, decision, act or expression of satisfaction or acceptance of the City provided for in this Agreement may be taken or made by the Director of Planning and Building or his or her designate, unless expressly provided to be taken or made by another official of the City.

18.0 TIME

18.1 Time is to be the essence of this Agreement.

19.0 BINDING EFFECT

19.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

20.0 WAIVER

20.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

21.0 CUMULATIVE REMEDIES

21.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

22.0 RELATIONSHIP OF PARTIES

22.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

23.0 SURVIVAL

23.1 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

24.0 NOTICE OF VIOLATIONS

24.1 Each party shall promptly notify the other party of any matter which is likely to continue to give rise to a violation of its obligations under this Agreement.

25.0 LEGAL FEES

25.1 Belford shall promptly on receipt of an invoice from the City reimburse the City for its reasonable legal and appraisal fees incurred in relation to the development of the Lands.

26.0 ENTIRE AGREEMENT

26.1 The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

27.0 SEVERABILITY

27.1 Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

28.0 COUNTERPARTS

28.1 This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

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

BELFORD (MCKAY) NOMINEE LTD.,
by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

BELFORD (MAYWOOD) NOMINEE LTD.,
by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

BELFORD (MCKAY) PROPERTIES LIMITED PARTNERSHIP, by its General Partner, **BELFORD (MCKAY) GP LTD.,** by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

BELFORD (MAYWOOD) PROPERTIES LIMITED PARTNERSHIP, by its General Partner, **BELFORD (MAYWOOD) GP LTD.,** by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

BELFORD (SILVER 3) NOMINEE LTD., by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

BELFORD (TELFORD) NOMINEE LTD., by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

CITY OF BURNABY, by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

BELFORD (SILVER 3) PROPERTIES LIMITED PARTNERSHIP, by its General Partner, **BELFORD (SILVER 3) GP LTD.**, by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

BELFORD (TELFORD) PROPERTIES LIMITED PARTNERSHIP, by its General Partner, **BELFORD (TELFORD) GP LTD.**, by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

SCHEDULE "A"
DENSITY AND PERMITTED USE SCHEDULE

[see attached]

POTENTIAL MAXIMUM RESIDENTIAL DENSITY FOR EACH PROPERTY															
Address	Site Size	RM4s Base Density	GFA	RM4s Bonus Density	GFA	RM4s Suppl. Base Density	GFA	RM4s Suppl. Bonus Density	GFA	RM4r Density	GFA	RM4s Density Offset	GFA	Total FAR	Total GFA
6630 Telford Avenue	34,163	1.7	58,077	0.3	10,249	0.8	27330.4	0.8	27,330	1.7	58,077	0.85	29,039	6.15	210,102
4355 Maywood Street	29,149	1.7	49,553	0.3	8,745	0.8	23319.2	0.8	23,319	1.7	49,553	0.85	24,777	6.15	179,266
6433 McKay Avenue & 6366 Cassie Avenue	65,547	1.7	111,430	0.3	19,664	0.8	52437.6	0.8	52,438	1.7	111,430	0.85	55,715	6.15	403,114
6444 Silver Avenue	35,470	1.7	60,299	0.3	10,641	0.8	28376	0.8	28,376	1.7	60,299	0.85	30,150	6.15	218,141

PERMITTED AND PROPOSED RESIDENTIAL DENSITY FOR EACH PROPERTY

6630 Telford Avenue: Use RM4r density generated from all four sites to provide replacement (affordable) housing required by all four sites and additional market rental housing in a two-tower development with 8.11 FAR. Transfer the site's RM4s base, bonus, and offset density to the Maywood site. Transfer the site's supplemental base and bonus density to the Silver and Maywood sites.

Address	Site Size	RM4s Base Density	GFA	RM4s Bonus Density	GFA	RM4s Suppl. Base Density	GFA	RM4s Suppl. Bonus Density	GFA	RM4r Density	GFA	RM4s Density Offset	GFA	Total FAR	Total GFA
6630 Telford Avenue	34,163	0	-	0	-	0	-	0	-	1.63	55,647	0	-	1.63	55,647
4355 Maywood Street	29,149	0	-	0	-	0	-	0	-	1.7	49,553	0	-	1.7	49,553
6433 McKay Avenue & 6366 Cassie Avenue	65,547	0	-	0	-	0	-	0	-	1.7	111,430	0	-	1.7	111,430
6444 Silver Avenue	35,521	0	-	0	-	0	-	0	-	1.7	60,386	0	-	1.7	60,386
Permitted & Proposed GFA:														-	277,016
Permitted & Proposed Density:														8.11	-

6433 McKay Avenue & 6366 Cassie Avenue: Use RM4s base and bonus density, supplemental base and bonus density, and density offset (for replacement units provided on the Telford site) generated from the site to achieve a market strata development with 4.45 FAR. Transfer RM4r density to Telford site.

Address	Site Size	RM4s Base Density	GFA	RM4s Bonus Density	GFA	RM4s Suppl. Base Density	GFA	RM4s Suppl. Bonus Density	GFA	RM4r Density	GFA	RM4s Density Offset	GFA	Total FAR	Total GFA
6433 McKay Avenue & 6366 Cassie Avenue	65,547	1.7	111,430	0.3	19,664	0.8	52,438	0.8	52,438	0	-	0.85	55,715	4.45	291,684
Permitted & Proposed GFA:														-	291,684
Permitted & Proposed Density:														4.45	-

6444 Silver Avenue: Use RM4s base, bonus, supplemental base, supplemental bonus, and offset density (for replacement units provided on the Telford site) generated from the site, plus a portion of the supplemental base and bonus density generated from the Telford and Maywood sites, to achieve a market strata development with 5.97 FAR. Transfer RM4r density to Telford site.

Address	Site Size	RM4s Base Density	GFA	RM4s Bonus Density	GFA	RM4s Suppl. Base Density	GFA	RM4s Suppl. Bonus Density	GFA	RM4r Density	GFA	RM4s Density Offset	GFA	Total FAR	Total GFA
6444 Silver Avenue	35,470	1.7	60,299	0.3	10,641	0.8	28,376	0.8	28,376	0	-	0.85	30,150	4.45	157,842
6630 Telford Avenue	34,163	0	-	0	-	0.425	14,519	0.425	14,519	0	-	0	-	0.85	29,039
4355 Maywood Street	29,149	0	-	0	-	0.425	12,388	0.425	12,388	0	-	0	-	0.85	24,777
Permitted & Proposed GFA:														-	211,657
Permitted & Proposed Density:														5.97	-

4355 Maywood Street: Use RM4s base, bonus, and offset density (for replacement units provided at Telford site) and a portion of supplemental base and bonus density generated from both the Maywood and Telford sites to achieve a market strata development with 7.82 FAR. Transfer RM4r density to Telford site. Additional neighbourhood commercial density at grade to be permitted through the CD rezoning of the site.

Address	Site Size	RM4s Base Density	GFA	RM4s Bonus Density	GFA	RM4s Suppl. Base Density	GFA	RM4s Suppl. Bonus Density	GFA	RM4r Density	GFA	RM4s Density Offset	GFA	Total FAR	Total GFA
4355 Maywood Street	29,149	1.7	49,553	0.3	8,745	0.375	10,931	0.375	10,931	0	-	0.85	24,777	3.6	104,936
6630 Telford Avenue	34,163	1.7	58,077	0.3	10,249	0.375	12,811	0.375	12,811	0	-	0.85	29,039	3.6	122,987
Permitted & Proposed GFA:														-	227,923
Permitted & Proposed Density:														7.82	-

SCHEDULE "B"
DEVELOPMENT REQUIREMENTS

[see attached]

Rezoning Requirement	SITE A: Telford REZ #18-23	SITE B: Cassie/McKay REZ #17-34	SITE C: Silver REZ #17-39	SITE D: Maywood REZ #18-21
Zoning district	CD(RM4s, RM4r)	CD(RM4s, RM4r)	CD(RM4s, RM4r)	CD(RM4s, RM4r)
General building form	Two high rise buildings with ground-oriented residential component and underground parking.	Single high rise building with ground-oriented residential component and underground parking.	Single high rise building with ground-oriented residential component and underground parking.	Single high rise building atop low rise residential component and underground parking.
CD drawings – general	Fully detailed drawings prior to rezoning Final Adoption.	Fully detailed drawings prior to rezoning Final Adoption.	General guideline drawings prior to rezoning Final Adoption, with fully detailed drawings provided as part of PPA.	General guideline drawings prior to rezoning Final Adoption, with fully detailed drawings provided as part of PPA.
CD drawings – technical plans	Fully detailed statistics sheet, Solid Waste and Recycling Plans, Residential Loading Management Plan, Fire Truck Access Plan, adaptable units plan, parking plan (including accessible parking) prior to rezoning Final Adoption.	Fully detailed statistics sheet, Solid Waste and Recycling Plans, Residential Loading Management Plan, Fire Truck Access Plan, adaptable units plan, parking plan (including accessible parking) prior to rezoning Final Adoption.	Statistics sheet must specify density/GFA, unit count, building height prior to rezoning Final Adoption. Preliminary Solid Waste and Recycling Plans, Residential Loading Management Plan, Fire Truck Access Plan, adaptable units plan, parking plan (including accessible parking) prior to rezoning Final Adoption, with fully detailed drawings prior to PPA issuance.	Statistics sheet must specify density/GFA, unit count, building height prior to rezoning Final Adoption. Preliminary Solid Waste and Recycling Plans, Residential Loading Management Plan, Fire Truck Access Plan, adaptable units plan, parking plan (including accessible parking) prior to rezoning Final Adoption, with fully detailed drawings prior to PPA issuance.
Subdivision: road dedication and creation of net development site(s)	Registration prior to rezoning Final Adoption	Registration prior to rezoning Final Adoption	n/a	Registration prior to rezoning Final Adoption.
Building demolition	Aligned with Building Permit issuance.	Aligned with Building Permit issuance.	Aligned with Building Permit issuance.	Aligned with Building Permit issuance.
Off-site servicing	Civil design, servicing agreements, and letter of credit prior to rezoning Final Adoption.	Civil design, servicing agreements, and letter of credit prior to rezoning Final Adoption.	Civil design, servicing agreements, and letter of credit prior to PPA issuance.	Civil design, servicing agreements, and letter of credit prior to PPA issuance.
Hydro, Telus, and other third party utilities	Design, bonding, and registration of SROWs prior to rezoning Final Adoption.	Design, bonding, and registration of SROWs prior to rezoning Final Adoption.	Design, bonding, and registration of SROWs prior to PPA issuance.	Design, bonding, and registration of SROWs prior to PPA issuance.

Rezoning Requirement	SITE A: Telford REZ #18-23	SITE B: Cassie/McKay REZ #17-34	SITE C: Silver REZ #17-39	SITE D: Maywood REZ #18-21
	Registration of additional/ replacement SROs as required.	Registration of additional/ replacement SROs as required.	Registration of additional/ replacement SROs as required.	Registration of additional/ replacement SROs as required.
Amenity density bonus payment	n/a	Negotiation and payment prior to rezoning Final Adoption.	Negotiation and payment prior to PPA issuance.	Negotiation and payment prior to PPA issuance.
Transportation Demand Management strategy	n/a	Strategy, covenant, and bonding prior to rezoning Final Adoption.	Strategy, covenant, and bonding prior to PPA issuance.	Strategy, covenant, and bonding prior to PPA issuance.
Tree Survey and arborist's report	Submission and acceptance prior to rezoning Final Adoption	Submission and acceptance prior to rezoning Final Adoption	Submission and acceptance prior to rezoning Final Adoption	Submission and acceptance prior to rezoning Final Adoption
Section 219 Covenant – cycling facilities	Covenant and bonding prior to rezoning Final Adoption.	n/a	n/a	n/a
Section 219 Covenant – no occupancy	n/a	Registration prior to rezoning Final Adoption; occupancy permitted concurrent with or following occupancy of Telford.	Registration prior to rezoning Final Adoption; occupancy permitted concurrent with or following occupancy of Telford.	Registration prior to rezoning Final Adoption; occupancy permitted concurrent with or following occupancy of Telford.
Section 219 Covenant – density allocation	Registration prior to rezoning Final Adoption.	Registration prior to rezoning Final Adoption.	Registration prior to rezoning Final Adoption.	Registration prior to rezoning Final Adoption.
Section 219 Covenant – No Separate Sale of Lands and Assignment of PDA	Registration prior to rezoning Final Adoption.	Registration prior to rezoning Final Adoption.	Registration prior to rezoning Final Adoption.	Registration prior to rezoning Final Adoption.
Section 219 Covenant – no build/no PPA	n/a	n/a	Registration prior to rezoning Final Adoption; development permitted upon completion of all prior-to PPA conditions.	Registration prior to rezoning Final Adoption; development permitted upon completion of all prior-to PPA conditions.
Section 219 Covenants – standard (no gates on driveways, no balcony enclosure, SWMP, groundwater, public art, green building, acoustic, accessible parking)	Registration prior to Final Adoption.	Registration prior to Final Adoption.	Registration prior to PPA issuance.	Registration prior to PPA issuance.
Housing Covenant and Housing Agreement	Registration prior to building occupancy.	n/a	n/a	n/a

Rezoning Requirement	SITE A: Telford REZ #18-23	SITE B: Cassie/McKay REZ #17-34	SITE C: Silver REZ #17-39	SITE D: Maywood REZ #18-21
Stormwater Management Plan and Groundwater Management Plan	Plan, covenant, and bonding prior to rezoning Final Adoption.	Plan, covenant, and bonding prior to rezoning Final Adoption.	Plan, covenant, and bonding prior to PPA issuance.	Plan, covenant, and bonding prior to PPA issuance.
Sediment Control Plan	Plan submission prior to rezoning Final Adoption.	Plan submission prior to rezoning Final Adoption.	Plan submission prior to PPA issuance.	Plan submission prior to PPA issuance.
Tenant Assistance Plan	Submission and acceptance prior to Final Adoption.	Submission and acceptance prior to Final Adoption.	Submission and acceptance prior to Final Adoption.	Submission and acceptance prior to Final Adoption.
Acoustical Study	Submission and acceptance prior to Final Adoption.	Submission and acceptance prior to Final Adoption.	Submission and acceptance prior to PPA issuance.	Submission and acceptance prior to PPA issuance.
Public Art Plan	n/a	Submission and acceptance prior to Final Adoption.	Submission and acceptance of draft plan prior to Final Adoption. Final plan, artist selection, bonding, and covenant prior to PPA issuance.	Submission and acceptance of draft plan prior to Final Adoption. Final plan, artist selection, bonding, and covenant prior to PPA issuance.
Green Building Strategy	Submission prior to Final Adoption.	Submission prior to Final Adoption.	Submission prior to PPA issuance.	Submission prior to PPA issuance.
Development Cost Charges	Submission prior to Final Adoption.	Payment prior to rezoning Final Adoption.	Payment prior to Building Permit Issuance	Payment prior to Building Permit Issuance

KH:
Updated to 2021 October 29

SCHEDULE "C"
NO OCCUPANCY COVENANT

[see attached]

PART 2 – TERMS OF INSTRUMENT

**SECTION 219 COVENANT
(NO OCCUPANCY)**

BETWEEN:

[INSERT APPROPRIATE BELFORD ENTITY]

[Incorporation No. BC _____]

540 - 1199 West Pender Street

Vancouver, B.C., V6E 2R1

(the "**Owner**")

AND:

CITY OF BURNABY

a municipal corporation pursuant to the *Local Government Act*

and having its offices at 4949 Canada Way,

Burnaby, British Columbia, V5G 1M2

(the "**City**")

WHEREAS:

- A. Capitalized terms used in these recitals and this Agreement have the meanings ascribed to them in section 1.1;
- B. The Owner is the registered owner of the Lands;
- C. The Owner proposes to construct the Development on the Lands;
- D. Pursuant to section 6.5 of the Phased Development Agreement, the Owner has agreed to enter into this Agreement to ensure that no occupancy of any Buildings on the Lands occurs until such time as the Owner complies with the terms and conditions set out in this Agreement; and
- E. Section 219 of the *Land Title Act* provides, *inter alia*, that there may be registered as a charge against the title to land a covenant in favour of a municipality, whether of a negative or positive nature, in respect of the use of the land, the use of a building on or to be erected on the land, the building on the land, and the subdivision of the land except in accordance with the covenant.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained and the sum of Ten Dollars (\$10.00) now paid by the

{251968-503887-01812193;4}

City to the Owner and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

Terms defined in this Section 1.1 for all purposes of this Agreement, unless specifically provided in this Agreement, have the meanings hereinafter specified. The terms herein defined are:

- (a) "**Additional Rental Housing Units**" means, collectively, 168 rental housing units, exclusive of the Replacement Rental Units, that are to be constructed by or on behalf of, *inter alia*, the Owner on the Telford Site and 50% of which (84) will be provided at market rental rates and 50% of which (84) will be provided at CMHC Median Rental Rates, as specified in the applicable Housing Agreement;
- (b) "**Agreement**" or "**this Agreement**" means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (c) "**Below Market-Rate Rental Housing Units**" means, collectively,
 - (i) the Replacement Rental Units on the Telford Site to be provided at Replacement Rental Units Rental Rates; and
 - (ii) 50% of the Additional Rental Housing Units on the Telford Site to be provided at the CMHC Median Rental Rates,and that are subject to the Housing Agreement (Below Market-Rate Rental), as contemplated under Section 483 of the *Local Government Act*.
- (d) "**Building**" means any building, improvement or structure constructed on the Lands at any time after the date this Agreement is fully executed by the parties hereto;
- (e) "**Building Permit**" means the building permit authorizing construction on the Telford Site or any portion(s) thereof;
- (f) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday (as defined in the *Employment Standards Act* (British Columbia)) in British Columbia;
- (g) "**Certificate of Occupancy**" means a certificate authorizing the use or occupation of any Building, or any portion(s) thereof;

{251968-503887-01812193;4}

- (h) "**City**" and "**City of Burnaby**", being the Transferee described in item 6 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement, means the City of Burnaby and is called the "City" when referring to the corporate entity and "City of Burnaby" when referring to the geographic location;
- (i) "**City Personnel**" means the City's elected officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- (j) "**City Solicitor**" means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (k) "**CMHC**" means the Canada Mortgage and Housing Corporation or its successor in function;
- (l) "**CMHC Median Rental Rates**" means the CMHC market median rent for the applicable CMHC market rental survey zone and number of bedrooms, based on the rates available at the time a tenant enters into a tenancy agreement;
- (m) "**Community Charter**" means the *Community Charter*, S.B.C. 2003, c. 26, and all amendments thereto and re-enactments thereof;
- (n) "**Development**" means [insert definition for Cassie/McKay Development, Maywood Development, or Silver Development (as referenced in the Phased Development Agreement), as applicable];
- (o) "**Director of Planning and Building**" means the individual appointed to be the Director of Planning and Building of the Planning and Building Department of the City, or his or her designate;
- (p) "**Housing Agreement (Below Market-Rate Rental)**" means the agreements, covenants, options and charges granted by the Telford Owner to the City pursuant to Section 483 of the *Local Government Act* and noted, or to be noted, on title to the Telford Site for the purposes of securing the Telford Owner's provision of Below Market-Rate Rental Housing Units on the Telford Site;
- (q) "**Housing Agreement (Market-Rate Rental)**" means the agreements, covenants, options and charges granted by the Telford Owner to the City pursuant to Section 483 of the *Local Government Act* and noted, or to be noted, on title to the Telford Site for the purposes of securing the Telford Owner's provision of Market-Rate Rental Housing Units on the Telford Site;
- (r) "**Housing Covenant (Below Market-Rate Rental)**" means, collectively, a Section 219 Covenant and rent charge to be granted by the Telford Owner to the City and

{251968-503887-01812193;4}

registered against title to the Telford Site for the purposes of securing the Telford Owner's construction of the Below Market-Rate Rental Housing Units thereon;

- (s) "**Housing Covenant (Market-Rate Rental)**" means, collectively, a Section 219 Covenant and rent charge to be granted by the Telford Owner to the City and registered against title to the Telford Site for the purposes of securing the Telford Owner's construction of the Market-Rate Rental Housing Units thereon;
- (t) "**Housing Agreements**" means, collectively, the Housing Agreement (Below Market-Rate Rental), the Housing Agreement (Market-Rate Rental), the Housing Covenant (Below Market-Rate Rental) and the Housing Covenant (Market-Rate Rental);
- (u) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (v) "**Land Title Office**" means the New Westminster Land Title Office or its successor;
- (w) "**Lands**" means the lands described in item 2 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement;
- (x) "**Local Government Act**" means the *Local Government Act*, R.S.B.C. 2015, c. 1, and all amendments thereto and re-enactments thereof;
- (y) "**Market-Rate Rental Housing Units**" means 50% of the Additional Rental Housing Units on the Telford Site to be provided at market rental rates and that are subject to the Housing Agreement (Market-Rate Rental), as contemplated under Section 483 of the *Local Government Act*;
- (z) "**Owner**" means the Transferor described in item 5 of the *Land Title Act* Form C Part 1 of this Agreement together with any successors in title to the Lands or a portion of the Lands;
- (aa) "**Phased Development Agreement**" means the phased development agreement entered into by the City and the Owner pursuant to Section 516 of the *Local Government Act* and dated for reference [redacted], 20__;
- (bb) "**Purchaser**" has the meaning given in Section 4.1;
- (cc) "**Replacement Rental Units**" means, collectively, the required 220 Below Market-Rate Rental Housing Units that are to be constructed by or on behalf of, *inter alia*, the Owner on the Telford Site and provided at Replacement Rental Units Rental Rates, as specified in the Housing Agreement (Below Market-Rate Rental);

{251968-503887-01812193;4}

- (dd) "**Replacement Rental Units Rental Rates**" means rates equal to the eligible tenant rates at the time of move out of a tenant's prior unit, plus annual increases allowed under the *Residential Tenancy Act* between the time of move-out of such tenant's prior unit and occupancy by such tenant of the Replacement Rental Unit;
- (ee) "**Residential Tenancy Act**" means the *Residential Tenancy Act*, S.B.C. 2002, Ch. 78, as may be amended or replaced from time to time;
- (ff) "**Rezoning**" means the Owner's application to the City to rezone the Lands pursuant to the City's Rezoning Reference #[insert Cassie/McKay, Silver or Maywood Rezoning Application Number, as applicable] to permit the Development;
- (gg) "**Strata Property Act**" means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments thereto and re-enactments thereof;
- (hh) "**Telford Owner**" means Belford (Telford) Nominee Ltd.; and
- (ii) "**Telford Site**" means the lands and premises legally described as:

Parcel Identifier: 002-544-521
Lot "A" (Reference Plan 29171) District Lot 153 Group 1 New Westminster
District Plan 1566.

1.2 Interpretation

Any interest in land created hereby, including those noted in the *Land Title Act* Form C Part 1 of this Agreement, as being found in certain sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:

- (a) which define the terms used herein;
- (b) which deal with the interpretation of this Agreement; and
- (c) which are otherwise of general application.

1.3 Headings

The division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.

{251968-503887-01812193;4}

1.4 Number

Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa.

1.5 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.6 Use of "including"

The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto.

1.7 City Approval and Exercise of Discretion

Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.

ARTICLE 2 SECTION 219 COVENANT

2.1 Section 219 Covenant

The Owner hereby covenants and agrees with the City, as a covenant in favour of the City pursuant to section 219 of the *Land Title Act*, it being the intention and agreement of the Owner that the provisions hereof be annexed to, and run with and be a charge on title to the Lands, that:

- (a) the Lands will not be used except in accordance with the terms and conditions of this Agreement;
- (b) notwithstanding that the Owner may otherwise be entitled, the Owner will not request, permit to be requested or take direct or indirect action to complete the issuance of, and the City will be under no obligation to issue, a Certificate of

{251968-503887-01812193;4}

Occupancy in respect of the Lands or any Building on the Lands, or any portion thereof unless and until the Owner has, at its expense:

- (i) designed and constructed or cause to be designed and constructed at least 220 Replacement Rental Units and at least 84 of the Additional Rental Housing Units on the Telford Site to the satisfaction of the City and in accordance with the Housing Covenant (Below Market-Rate Rental);
 - (ii) designed and constructed or cause to be designed and constructed at least 84 Additional Rental Housing Units on the Telford Site to the satisfaction of the City and in accordance with the Housing Covenant (Market-Rate Rental); and
 - (iii) obtained from the City or cause to be obtained from the City a Certificate of Occupancy permitting occupancy of the Below Market-Rate Rental Housing Units and the Market-Rate Rental Housing Units constructed on the Telford Site in accordance with Sections 2.1(b)(i) and (ii) above;
- (c) any Certificate of Occupancy for any Building on the Lands issued inadvertently or otherwise prior to the Owner's completion of its obligations under this Agreement may be revoked by the City at any time; and
- (d) if the Owner commences or permits any occupancy of any Building, or any portion thereof, in contravention of this Agreement, the City may pursue all remedies including, without limitation, injunctive relief.

2.2 Release of Covenant

The City covenants to execute a discharge of the covenants and agreements constituting covenants pursuant to Section 219 of the *Land Title Act* contained herein upon fulfillment of the conditions set out in Section 2.1(b) to the satisfaction of the City, provided however that:

- (a) the City has no obligation to execute such discharges until a written request therefor from the Owner is received by the City, which request includes the registerable form of discharge;
- (b) the cost of preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office is paid by the Owner;
- (c) the City has a reasonable time within which to execute the discharge and return the same to the Owner for registration; and
- (d) the Owner acknowledges that such discharge is without prejudice to the indemnity and release set forth in Section 3.1 below.

{251968-503887-01812193;4}

2.3 Other Sections form Part of this Covenant

The Owner hereby covenants and agrees with the City that Article 3 will be deemed to be included in and form part of this covenant made pursuant to Section 219 of the *Land Title Act*.

**ARTICLE 3
INDEMNITY AND RELEASE**

3.1 Indemnity and Release

The Owner hereby agrees:

- (a) to release, indemnify and save harmless the City and the City Personnel from all loss, damage, costs (including, without limitation, legal costs on a solicitor-and-client basis), expenses, actions, suits, debts, accounts, claims and demands, including, without limitation, any and all claims of third parties, which the City or City Personnel may suffer, incur or be put to arising out of or in connection with, directly or indirectly, or that would not or could not have occurred "but for" this Agreement, including without limitation:
 - (i) any breach by the Owner of any covenant or agreement contained in this Agreement;
 - (ii) the exercise of discretion by any City Personnel for any matter relating to this Agreement;
 - (iii) the City withholding any Certificate of Occupancy or permission to occupy any Building in accordance with the terms of this Agreement;
 - (iv) the rights granted to the City hereunder and the exercise thereof; and
- (b) that the indemnity and release granted in this Section 3.1 will survive the termination, release or discharge of this Agreement and will be an integral part of the Section 219 covenant granted herein.

**ARTICLE 4
MISCELLANEOUS**

4.1 Sale of Lands

The Owner agrees that it will not sell, transfer or otherwise dispose of the whole or any part of the Lands to any person, trust, corporation, partnership or other entity (a "**Purchaser**") (other than the transfer of an interest (i) to a purchaser of a residential strata lot, or (ii) by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority over its

{251968-503887-01812193;4}

mortgage) unless the Owner includes in any agreements relating to such sale, transfer or disposition a covenant binding upon the Purchaser in favour of the City whereby the Purchaser:

- (a) acknowledges that the Purchaser is aware of the terms of this Agreement; and
- (b) assumes and agrees to observe and perform the terms of this Agreement.

4.2 Exercise of Authority

A power or discretion exercisable hereunder by the City may be exercised by their respective designates and any approval or other communication from any such designate will be deemed to have been given by the City official who will have appointed such designate.

4.3 Runs with the Lands

The covenants contained in this Agreement will run with and bind the Lands until discharged in accordance with this Agreement.

4.4 No Liability

The parties agree that neither the Owner, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Owner or its successor in title, as the case may be, ceases to be the registered or beneficial owner of the Lands; provided, however, the Owner or its successors in title, as the case may be, will remain liable after ceasing to be the registered or beneficial owner of the Lands for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the Owner or any successor in title, as the case may be, ceased to be the registered or beneficial owner of the Lands.

4.5 Assignment of Rights

The City, upon prior written notice to the Owner, may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities, services or utilities.

4.6 Severability

If any article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the parties hereto will agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously

{251968-503887-01812193;4}

found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

4.7 Priority

The Owner agrees to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered in favour of the City; or
- (c) which the City has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement.

4.8 No Fettering and No Derogation

Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

4.9 Equitable Relief

The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement. The Owner acknowledges and agrees that no failure or delay on the part of the City to exercise any right under this Agreement will operate as a waiver by the City of such right.

4.10 No Waiver and Remedies

The Owner and the City acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver

{251968-503887-01812193;4}

thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies provided in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.

4.11 Notice

Any notice or communication required or permitted to be given pursuant to this Agreement will be in writing and delivered by hand or sent by prepaid mail or facsimile to the party to which it is to be given as follows:

- (a) to the City:

City of Burnaby
4949 Canada Way
Burnaby, BC V5G 1M2

Attention: City Clerk
Fax: 604.294.7290

with a copy to the Director, Planning and Building and the City Solicitor; and

- (b) to the Owner, to the address as set out on the title for the Lands,

or to such other address or fax number as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered if delivered by hand, two Business days following mailing if sent by prepaid mail, and on the following Business day after transmission if sent by facsimile.

4.12 Further Acts

The parties to this Agreement will 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.

4.13 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and assigns.

{251968-503887-01812193;4}

4.14 Joint and Several

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner will be joint and several.

4.15 Time of Essence

Time, where mentioned herein, will be of the essence of this Agreement.

4.16 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy will constitute an original document and such counterparts, taken together, will constitute one and the same instrument and may be compiled for registration as a single document.

IN WITNESS WHEREOF the parties have executed this Agreement on the General Instrument – Part 1 which is part hereof.

{251968-503887-01812193;4}

CONSENT AND PRIORITY AGREEMENT

WHEREAS [insert registered owner of charge] (the “**Chargeholder**”) is the holder of a [insert nature of interests] encumbering the lands legally described as:

[insert legal description of Cassie/McKay Development, Maywood Development, or Silver Development, as applicable]

(the “**Lands**”),

which [insert nature of interests] are registered in the New Westminster Land Title Office under instrument numbers [CA_____] and [CA_____], respectively, together with any related extensions thereof (collectively, the “**Charges**”).

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT in consideration of the sum of Ten Dollars (\$10.00) and other consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the Chargeholder):

1. The Chargeholder hereby consents to the granting and registration of the attached Section 219 Covenant (the “**Covenant**”) burdening the Lands and the Chargeholder hereby agrees that all of the covenants therein granted will be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee of the Covenant priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charges and prior to the advance of any money pursuant to the Charges.
3. The Chargeholder acknowledges and agrees that the grant of priority is irrevocable, unqualified and without reservation or limitation.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority on Form C above which form is part hereof.

{251968-503887-01812193;4}

SCHEDULE "D"
NO BUILD/NO PPA COVENANT

[see attached]

PART 2 – TERMS OF INSTRUMENT

**SECTION 219 COVENANT
(NO PRELIMINARY PLAN APPROVAL/NO BUILD)**

BETWEEN:

[INSERT APPROPRIATE BELFORD ENTITY]

[Incorporation No. BC _____]
540 – 1199 West Pender Street
Vancouver, BC, V6E 2R1

(the "**Owner**")

AND:

CITY OF BURNABY,
a municipal corporation pursuant to the *Local Government Act*
and having its offices at 4949 Canada Way,
Burnaby, British Columbia, V5G 1M2

(the "**City**")

WHEREAS:

- A. Capitalized terms used in these recitals and this Agreement have the meanings ascribed to them in section 1.1;
- B. The Owner is the registered owner in fee simple of the Lands;
- C. The Owner proposes to construct the Development on the Lands;
- D. Pursuant to section 6.6 of the Phased Development Agreement, the Owner has agreed to enter into this Agreement to ensure that no construction of the Lands occurs until such time as the Owner complies with the terms and conditions set out in this Agreement; and
- E. Section 219 of the *Land Title Act* provides, *inter alia*, that there may be registered as a charge against title to land a covenant in favour of a municipality, whether of a negative or positive nature, in respect of the use of the land, the use of a building on or to be erected on the land, the building on the land and the subdivision of the land except in accordance with the covenant.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained and the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby covenant and agree as follows:

{251968-503887-01812196;4}

ARTICLE 1 DEFINITIONS

1.1 Definitions

Terms defined in this Section 1.1 for all purposes of this Agreement, unless specifically provided in this Agreement, have the meanings hereinafter specified. The terms herein defined are:

- (a) **"Additional Rental Housing Units"** means, collectively, 168 rental housing units, exclusive of the Replacement Rental Units, that are to be constructed by or on behalf of, *inter alia*, the Owner on the Telford Site and 50% of which (84) will be provided at market rental rates and 50% of which (84) will be provided at CMHC Median Rental Rates, as specified in the applicable Housing Agreement;
- (b) **"Agreement"** or **"this Agreement"** means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (c) **"Below Market-Rate Rental Housing Units"** means, collectively,
 - (i) the Replacement Rental Units on the Telford Site to be provided at Replacement Rental Units Rental Rates; and
 - (ii) 50% of the Additional Rental Housing Units on the Telford Site to be provided at the CMHC Median Rental Rates,and that are subject to the Housing Agreement (Below Market-Rate Rental), as contemplated under Section 483 of the *Local Government Act*.
- (d) **"Building"** means any building, improvement or structure constructed on the Lands at any time after the date this Agreement is fully executed by the parties hereto;
- (e) **"Building Permit"** means the building permit authorizing construction of any Building, or any portion(s) thereof after the date of this Agreement;
- (f) **"Business Day"** means a day which is not a Saturday, Sunday or statutory holiday (as defined in the *Employment Standards Act* (British Columbia)) in British Columbia;
- (g) **"City"** and **"City of Burnaby"**, being the Transferee described in item 6 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement, means the City of Burnaby and is called the "City" when referring to the corporate entity and "City of Burnaby" when referring to the geographic location;
- (h) **"City Personnel"** means the City's officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- (i) **"City Requirements"** means, collectively:

{251968-503887-01812196;4}

- (i) any legal agreements, documents, plans required by the City in connection with the Rezoning;
 - (ii) the issuance of any Preliminary Plan Approvals or Building Permits and registered against title to the Lands, or any portions thereof;
 - (iii) any fees or bonding required by the City in connection with Rezoning, subdivision, development or redevelopment of all or any of the Lands; and
 - (iv) the No Occupancy Covenant;
- (j) "**City Solicitor**" means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (k) "**CMHC**" means the Canada Mortgage and Housing Corporation or its successor in function;
- (l) "**CMHC Median Rental Rates**" means the CMHC market median rent for the applicable CMHC market rental survey zone and number of bedrooms, based on the rates available at the time a tenant enters into a tenancy agreement;
- (m) "**Community Charter**" means the *Community Charter*, S.B.C. 2003, c. 26, and all amendments thereto and re-enactments thereof;
- (n) "**Development**" means [insert definition for Maywood Development or Silver Development (as referenced in the Phased Development Agreement), as applicable];
- (o) "**Development Requirements**" means those requirements for the development of the Lands, as set out in Schedule "A" attached hereto;
- (p) "**Director of Planning and Building**" means the individual appointed to be the Director of Planning and Building of the Planning and Building Department of the City, or his or her designate;
- (q) "**Housing Agreement (Below Market-Rate Rental)**" means the agreements, covenants, options and charges granted by the Telford Owner to the City pursuant to Section 483 of the *Local Government Act* and noted, or to be noted, on title to the Telford Site for the purposes of securing the Telford Owner's provision of Below Market-Rate Rental Housing Units on the Telford Site;
- (r) "**Housing Agreement (Market-Rate Rental)**" means the agreements, covenants, options and charges granted by the Telford Owner to the City pursuant to Section 483 of the *Local Government Act* and noted, or to be noted, on title to the Telford Site for the purposes of securing the Telford Owner's provision of Market-Rate Rental Housing Units on the Telford Site;

{251968-503887-01812196;4}

- (s) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (t) "**Land Title Office**" means the New Westminster Land Title Office or its successor;
- (u) "**Lands**" means the lands described in item 2 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement;
- (v) "**Local Government Act**" means the *Local Government Act*, R.S.B.C. 2015, c. 1, and all amendments thereto and re-enactments thereof;
- (w) "**Market-Rate Rental Housing Units**" means 50% of the Additional Rental Housing Units on the Telford Site to be provided at market rental rates and that are subject to the Housing Agreement (Market-Rate Rental), as contemplated under Section 483 of the *Local Government Act*;
- (x) "**No Occupancy Covenant**" means the Section 219 Covenant granted by the Owner to the City and registered against title to the Lands concurrently with this Agreement for the purpose of securing the Telford Owner's provision and construction of the Below Market-Rate Rental Housing Units and the Market-Rate Rental Housing Units on the Telford Site;
- (y) "**Owner**" means the Transferor(s) described in item 5 of the *Land Title Act* Form C Part 1 of this Agreement together with any successors in title to the Lands or a portion of the Lands;
- (z) "**Phased Development Agreement**" means the phased development agreement entered into by the City and the Owner pursuant to Section 516 of the *Local Government Act* and dated for reference [redacted], 20__;
- (aa) "**Preliminary Plan Approval**" means the approval of the Director of Planning and Building pursuant to Section 7.3 of the City of Burnaby Zoning Bylaw 4742, as amended or replaced from time to time, as this approval may be amended or replaced by the City from time to time;
- (bb) "**Purchaser**" has the meaning given in Section 4.1;
- (cc) "**Replacement Rental Units**" means, collectively, the required 220 Below Market-Rate Rental Housing Units that are to be constructed by or on behalf of, *inter alia*, the Owner on the Telford Site and provided at Replacement Rental Units Rental Rates, as specified in the Housing Agreement (Below Market-Rate Rental);
- (dd) "**Replacement Rental Units Rental Rates**" means rates equal to the eligible tenant rates at the time of move out of a tenant's prior unit, plus annual increases allowed under the *Residential Tenancy Act* between the time of move-out of such tenant's prior unit and occupancy by such tenant of the Replacement Rental Unit;

- (ee) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Ch. 78, as may be amended or replaced from time to time;
- (ff) **"Rezoning"** means the Owner's application to the City to rezone the Lands pursuant to the City's Rezoning Reference # [insert Silver or Maywood Rezoning Application Number, as applicable] to permit the Development on the Lands;
- (gg) **"Telford Owner"** means Belford (Telford) Nominee Ltd.; and
- (hh) **"Telford Site"** means the lands and premises legally described as:

Parcel Identifier: 002-544-521
 Lot "A" (Reference Plan 29171) District Lot 153 Group 1 New Westminster
 District Plan 1566.

1.2 Schedules

The following Schedule is attached hereto and forms part of this Agreement:

<u>Schedule</u>	<u>Description</u>
"A"	Development Requirements

1.3 Interpretation

Any interest in land created hereby, including those noted in the *Land Title Act* Form C Part 1 of this Agreement, as being found in certain sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:

- (a) which define the terms used herein;
- (b) which deal with the interpretation of this Agreement; and
- (c) which are otherwise of general application.

1.4 Headings

The division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.

1.5 Number

Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words

{251968-503887-01812196;4}

importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa.

1.6 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.7 Use of "including"

The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto.

1.8 City Approval and Exercise of Discretion

Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.

ARTICLE 2 SECTION 219 COVENANT

2.1 Section 219 Covenant

The Owner hereby covenants and agrees with the City, as a covenant in favour of the City pursuant to section 219 of the *Land Title Act*, it being the intention and agreement of the Owner that the provisions hereof be annexed to, and run with and be a charge on title to the Lands, that:

- (a) the Lands will not be used except in accordance with the terms and conditions of this Agreement;
- (b) notwithstanding that the Owner may otherwise be entitled, the Owner will not request, permit to be requested or take any direct or indirect action to compel the issuance of, and the City will be under no obligation to issue, a Building Permit or Preliminary Plan Approval in respect of the Lands or any portion thereof unless and until the Owner, at its expense:
 - (i) submits to the City technical designs, plans, studies and bonding for the Lands including, without limitation technical designs, plans, studies and bonding for servicing, third party utilities, stormwater and ground water management, sediment control, communications strategy, green building design and energy modelling, public art, and alternative transportation to the satisfaction of the City;

{251968-503887-01812196;4}

- (ii) enters into and registers against title to the Lands one or more servicing agreements to secure the Owner's provision of off-site services in respect of the Lands;
- (iii) delivers to the City any required letters of credit to secure the Owner's obligations under the servicing agreements under 2.1(a)(b)(ii) above;
- (iv) enters into and registers against title to the Lands any other legal agreements (including without limitation the No Occupancy Covenant) to secure the applicable City Requirements in respect of the Lands; and
- (v) pays all other fees and charges payable in respect of the Lands,

all to the satisfaction of the Director of Planning and Building and in accordance with the Development Requirements;

- (c) notwithstanding that the Owner may otherwise be entitled, the Owner will not request, permit to be requested, or take any direct or indirect action to compel the issuance of, and the City will be under no obligation to issue, a Building Permit, or occupy or permit occupancy of any Building on the Lands, or any portion thereof, unless and until the Owner has complied with each of its obligations in section 2.1(b) above;
- (d) any Building Permit issued inadvertently or otherwise prior to the Owner's completion of its obligations under this Agreement may be revoked by the City at any time; and
- (e) if the Owner commences or permits any development on the Lands, or any portion thereof, or construction or occupancy of any Building, or any portion thereof, in contravention of this Agreement, the City may pursue all remedies including, without limitation, injunctive relief.

2.2 Release of Covenant

The City covenants to execute a discharge of the covenants and agreements constituting covenants pursuant to Section 219 of the *Land Title Act* contained herein upon fulfillment of the conditions set out in Section 2.1(b) to the satisfaction of the City, provided however that:

- (a) the City has no obligation to execute such discharges until a written request therefor from the Owner is received by the City, which request includes the registerable form of discharge;
- (b) the cost of preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office is paid by the Owner;
- (c) the City has a reasonable time within which to execute the discharge and return the same to the Owner for registration; and

{251968-503887-01812196;4}

- (d) the Owner acknowledges that such discharge is without prejudice to the indemnity and release set forth in Section 3.1 below.

2.3 Other Sections form Part of this Covenant

The Owner hereby covenants and agrees with the City that Article 4 will be deemed to be included in and form part of this covenant made pursuant to Section 219 of the *Land Title Act*.

ARTICLE 3 INDEMNITY AND RELEASE

3.1 Indemnity and Release

The Owner hereby agrees:

- (a) to release, indemnify and save harmless the City and the City Personnel from all loss, damage, costs (including, without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including, without limitation, any and all claims of third parties, which the City or City Personnel may suffer, incur or be put to arising out of or in connection with, directly or indirectly, or that would not or could not have occurred "but for" this Agreement, including without limitation:
 - (i) any breach by the Owner of any covenant or agreement contained in this Agreement;
 - (ii) the exercise of discretion by any City Personnel for any matter relating to this Agreement;
 - (iii) the City withholding any Building Permit or permission to occupy any Building in accordance with the terms of this Agreement;
 - (iv) the rights granted to the City hereunder and the exercise thereof; and
- (b) that the indemnity and release granted in this Section 3.1 will survive the termination, release or discharge of this Agreement and will be an integral part of the Section 219 covenant granted herein.

ARTICLE 4 MISCELLANEOUS

4.1 Sale of Lands

The Owner agrees that it will not sell, transfer or otherwise dispose of the whole or any part of the Lands to any person, trust, corporation, partnership or other entity (a "**Purchaser**") (other than the transfer of an interest (i) to a purchaser of a residential strata lot, or (ii) by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority over its mortgage) unless the Owner includes in any agreements relating to such sale, transfer or disposition a covenant binding upon the Purchaser in favour of the City whereby the Purchaser:

{251968-503887-01812196;4}

- (a) acknowledges that the Purchaser is aware of the terms of this Agreement; and
- (b) assumes and agrees to observe and perform the terms of this Agreement.

4.2 Exercise of Authority

A power or discretion exercisable hereunder by the City may be exercised by their respective designates and any approval or other communication from any such designate will be deemed to have been given by the City official who will have appointed such designate.

4.3 Runs with the Lands

The covenants contained in this Agreement will run with and bind the Lands until discharged in accordance with this Agreement.

4.4 No Liability

The parties agree that neither the Owner, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Owner or its successor in title, as the case may be, ceases to be the registered or beneficial owner of the Lands; provided, however, the Owner or its successors in title, as the case may be, will remain liable after ceasing to be the registered or beneficial owner of the Lands for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the Owner or any successor in title, as the case may be, ceased to be the registered or beneficial owner of the Lands.

4.5 Assignment of Rights

The City, upon prior written notice to the Owner, may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities, services or utilities.

4.6 Severability

If any article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the parties hereto will agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

4.7 Priority

The Owner agrees to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

{251968-503887-01812196;4}

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered in favour of the City; or
- (c) which the City has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement.

4.8 No Fettering and No Derogation

Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

4.9 Equitable Relief

The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement. The Owner acknowledges and agrees that no failure or delay on the part of the City to exercise any right under this Agreement will operate as a waiver by the City of such right.

4.10 No Waiver and Remedies

The Owner and the City acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies provided in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.

4.11 Notice

Any notice or communication required or permitted to be given pursuant to this Agreement will be in writing and delivered by hand or sent by prepaid mail or facsimile to the party to which it is to be given as follows:

{251968-503887-01812196;4}

(a) to the City:

City of Burnaby
4949 Canada Way
Burnaby, BC V5G 1M2

Attention: City Clerk
Fax: 604.294.7290

with a copy to the Director of Planning and Building and the City Solicitor; and

(b) to the Owner, to the address as set out on the title for the Lands,

or to such other address or fax number as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered if delivered by hand, two Business days following mailing if sent by prepaid mail, and on the following Business Day after transmission if sent by facsimile.

4.12 Further Acts

The parties to this Agreement will 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.

4.13 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and assigns.

4.14 Joint and Several

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner will be joint and several.

4.15 Time of Essence

Time, where mentioned herein, will be of the essence of this Agreement.

4.16 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy will constitute an original document and such counterparts, taken together, will constitute one and the same instrument and may be compiled for registration as a single document.

IN WITNESS WHEREOF the parties have executed this Agreement on the General Instrument – Part 1 which is part hereof.

{251968-503887-01812196;4}

{251968-503887-01812196;4}

Covenant – No PPA/No Build
Belford Properties - [insert reference to applicable Development and RZ reference #]
[version #]

SCHEDULE "A"

DEVELOPMENT REQUIREMENTS

[see attached]

{251968-503887-01812196;4}

Covenant – No PPA/No Build
Belford Properties - [insert reference to applicable Development and RZ reference #]
[version #]

CONSENT AND PRIORITY AGREEMENT

WHEREAS [insert registered owner of charge] (the "**Chargeholder**") is the holder of a [insert nature of interests] encumbering the lands legally described as:

[insert legal description of Maywood Development or Silver Development, as applicable]

(the "**Lands**"),

which [insert nature of interests] are registered in the New Westminster Land Title Office under instrument numbers [CA _____] and [CA _____], respectively, together with any related extensions thereof (collectively, the "**Charges**").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT in consideration of the sum of Ten Dollars (\$10.00) and other consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the Chargeholder):

1. The Chargeholder hereby consents to the granting and registration of the attached Section 219 Covenant (the "**Covenant**") burdening the Lands and the Chargeholder hereby agrees that all of the covenants therein granted will be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee of the Covenant priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charges and prior to the advance of any money pursuant to the Charges.
3. The Chargeholder acknowledges and agrees that the grant of priority is irrevocable, unqualified and without reservation or limitation.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority on Form C above which form is part hereof.

{251968-503887-01812196;4}

CITY OF BURNABY**BYLAW NO. 14402**

A BYLAW to amend Bylaw No. 4742, being
Burnaby Zoning Bylaw 1965

WHEREAS application for rezoning has been made to the Council;

AND WHEREAS the Council has held a public hearing thereon after duly giving notice of the time and place of such hearing as prescribed by Sections 466 and 467 of the *Local Government Act*, R.S.B.C. 2015, c.1;

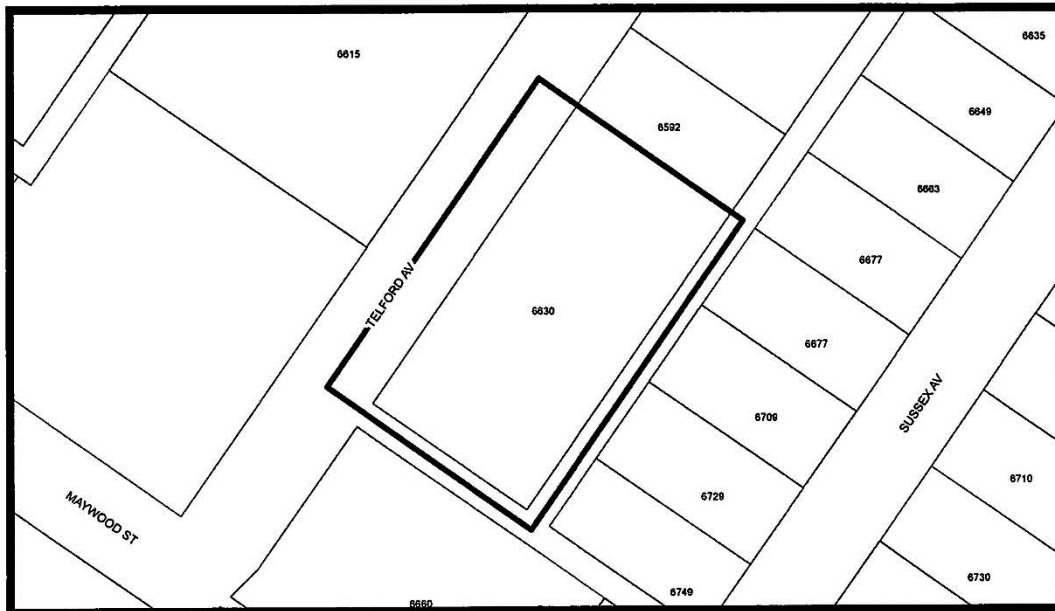
NOW THEREFORE the Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY ZONING BYLAW 1965, AMENDMENT BYLAW NO. 36, 2021.**
2. The Map (hereinafter called “Map ‘A’”), attached to and forming an integral part of Bylaw No. 4742, being “Burnaby Zoning Bylaw 1965”, and designated as the Official Zoning Map of the City of Burnaby, is hereby amended according to the Map (hereinafter called “Map ‘B’”), marginally numbered REZ. 4391 annexed to this Bylaw, and in accordance with the explanatory legend, notations, references and boundaries designated, described, delimited and specified in particularity shown upon said Map ‘B’; and the various boundaries and districts shown upon said Map ‘B’ respectively are an amendment of and in substitution for the respective districts, designated and marked on said Map ‘A’ insofar as the same are changed, modified or varied thereby, and the said Map ‘A’ shall be deemed to be and is hereby declared to be amended accordingly and the said Map ‘B’ is hereby declared to be and shall form an integral part of said Map ‘A’, as if originally incorporated therein and shall be interpreted accordingly.

BYLAW NUMBER 14402 BEING A BYLAW TO AMEND BYLAW
NUMBER 4742 BEING BURNABY ZONING BYLAW 1965

REZ.18-23



LEGAL: Lot "A" (Reference Plan 29171) District Lot 153 Group 1 New Westminster District Plan 1566



THE AREA(S) SHOWN ABOVE OUTLINED IN BLACK (——) IS (ARE) REZONED

FROM: RM3 Multiple Family Residential District

TO: CD Comprehensive Development District (based on the RM4r Multiple Family Residential District and Metrotown Downtown Plan as guidelines and in accordance with the development plan entitled "Telford Rental" prepared by DA Architects & Planners, and Gauthier and Associates)

		PLANNING & BUILDING DEPARTMENT		
Date:	NOV 16 2021	OFFICIAL ZONING MAP		Map "B" No. REZ. 4391
Scale:	1:1,250			
Drawn By:	JS			

CITY OF BURNABY**BYLAW NO. 14403**

A BYLAW to amend Bylaw No. 4742, being
Burnaby Zoning Bylaw 1965

WHEREAS application for rezoning has been made to the Council;

AND WHEREAS the Council has held a public hearing thereon after duly giving notice of the time and place of such hearing as prescribed by Sections 466 and 467 of the *Local Government Act*, R.S.B.C. 2015, c.1;

NOW THEREFORE the Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY ZONING BYLAW 1965, AMENDMENT BYLAW NO. 37, 2021.**
2. The Map (hereinafter called "Map 'A'"), attached to and forming an integral part of Bylaw No. 4742, being "Burnaby Zoning Bylaw 1965", and designated as the Official Zoning Map of the City of Burnaby, is hereby amended according to the Map (hereinafter called "Map 'B'"), marginally numbered REZ. 4392 annexed to this Bylaw, and in accordance with the explanatory legend, notations, references and boundaries designated, described, delimited and specified in particularity shown upon said Map 'B'; and the various boundaries and districts shown upon said Map 'B' respectively are an amendment of and in substitution for the respective districts, designated and marked on said Map 'A' insofar as the same are changed, modified or varied thereby, and the said Map 'A' shall be deemed to be and is hereby declared to be amended accordingly and the said Map 'B' is hereby declared to be and shall form an integral part of said Map 'A', as if originally incorporated therein and shall be interpreted accordingly.

3. The Comprehensive Development Plan entitled “M Residences & Spa” prepared by Buttjes Architecture Inc. and PWL Partnership Landscape Architecture Inc. and on file in the office of the Director Planning and Building, is deemed to be attached to and form part of this Bylaw and any development on the lands rezoned by this Bylaw shall be in conformity with the said Comprehensive Development Plan.

Read a first time this	day of	, 2021
Read a second time this	day of	, 2021
Read a third time this	day of	, 2021
Reconsidered and adopted by Council this	day of	, 2021

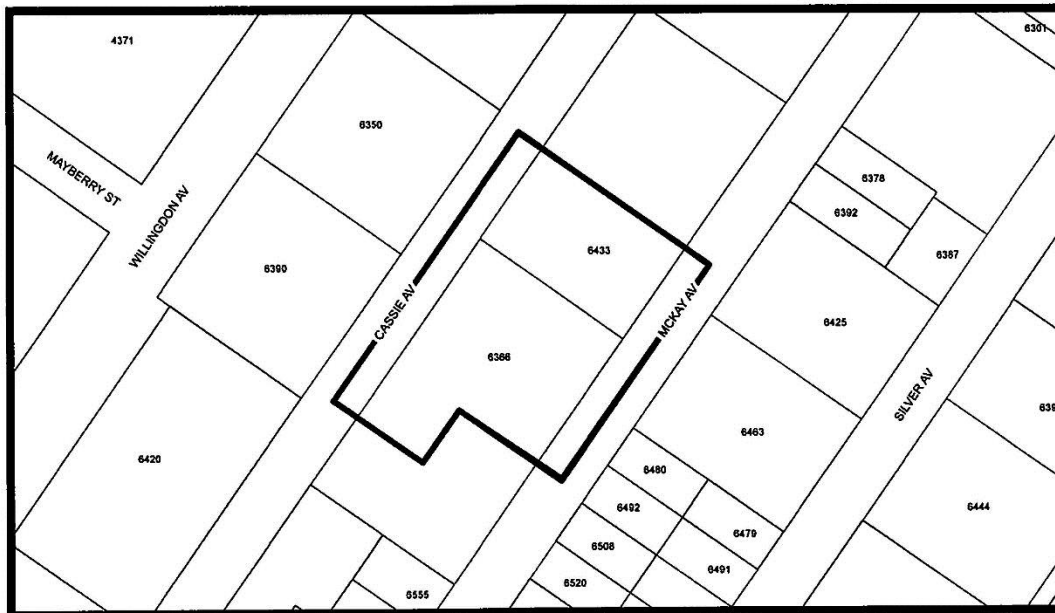
MAYOR

CLERK

BYLAW NUMBER 14403 BEING A BYLAW TO AMEND BYLAW
NUMBER 4742 BEING BURNABY ZONING BYLAW 1965

REZ.17-34



LEGAL: Lot "B" District Lot 153 Group 1 New Westminster District Plan 8356 and Lot 100
District Lots 151 and 153 Group 1 New Westminster District Plan 34561



THE AREA(S) SHOWN ABOVE OUTLINED IN BLACK (——) IS (ARE) REZONED

FROM: RM3 Multiple Family Residential District

TO: CD Comprehensive Development District (based on the RM4s Multiple Family Residential District and Metrotown Downtown Plan as guidelines and in accordance with the development plan entitled "M Residences & Spa" prepared by Buttjes Architecture Inc. and PWL Partnership Landscape Architecture Inc.)

		PLANNING & BUILDING DEPARTMENT			
Date:	NOV 05 2021	OFFICIAL ZONING MAP		Map "B" 4392 No. REZ.	
Scale:	1:2,000				
Drawn By:	JS				

CITY OF BURNABY**BYLAW NO. 14404**

A BYLAW to amend Bylaw No. 4742, being
Burnaby Zoning Bylaw 1965

WHEREAS application for rezoning has been made to the Council;

AND WHEREAS the Council has held a public hearing thereon after duly giving notice of the time and place of such hearing as prescribed by Sections 466 and 467 of the *Local Government Act*, R.S.B.C. 2015, c.1;

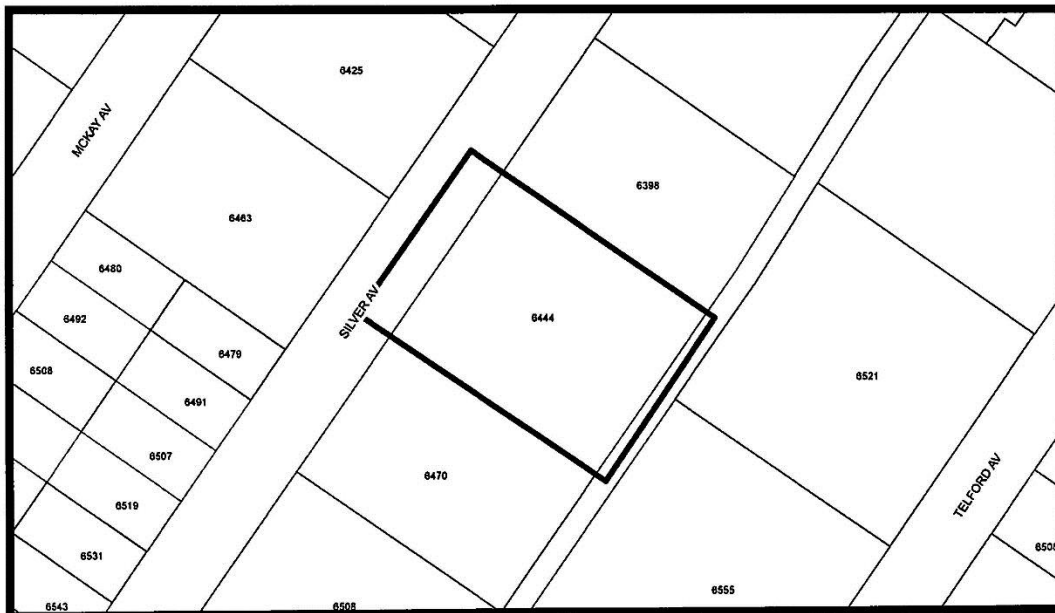
NOW THEREFORE the Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY ZONING BYLAW 1965, AMENDMENT BYLAW NO. 38, 2021.**
2. The Map (hereinafter called "Map 'A'"), attached to and forming an integral part of Bylaw No. 4742, being "Burnaby Zoning Bylaw 1965", and designated as the Official Zoning Map of the City of Burnaby, is hereby amended according to the Map (hereinafter called "Map 'B'"), marginally numbered REZ. 4393 annexed to this Bylaw, and in accordance with the explanatory legend, notations, references and boundaries designated, described, delimited and specified in particularity shown upon said Map 'B'; and the various boundaries and districts shown upon said Map 'B' respectively are an amendment of and in substitution for the respective districts, designated and marked on said Map 'A' insofar as the same are changed, modified or varied thereby, and the said Map 'A' shall be deemed to be and is hereby declared to be amended accordingly and the said Map 'B' is hereby declared to be and shall form an integral part of said Map 'A', as if originally incorporated therein and shall be interpreted accordingly.

BYLAW NUMBER 14404 BEING A BYLAW TO AMEND BYLAW
NUMBER 4742 BEING BURNABY ZONING BYLAW 1965

REZ.17-39



LEGAL: Lot 80 District Lot 153 Group 1 New Westminster District Plan 30367



THE AREA(S) SHOWN ABOVE OUTLINED IN BLACK (——) IS (ARE) REZONED

FROM: RM3 Multiple Family Residential District

TO: CD Comprehensive Development District (based on the RM4s Multiple Family Residential District and Metrotown Downtown Plan as guidelines, and in accordance with the development plan entitled "6444 Silver Avenue, Burnaby, BC" prepared by IBI Group Architects (Canada) Inc. and PWL Partnership Landscape Architects Inc.)

		PLANNING & BUILDING DEPARTMENT			
Date:	NOV 05 2021	OFFICIAL ZONING MAP		Map "B" 4393 No. REZ.	
Scale:	1:1,500				
Drawn By:	JS				

CITY OF BURNABY**BYLAW NO. 14405**

A BYLAW to amend Bylaw No. 4742, being
Burnaby Zoning Bylaw 1965

WHEREAS application for rezoning has been made to the Council;

AND WHEREAS the Council has held a public hearing thereon after duly giving notice of the time and place of such hearing as prescribed by Sections 466 and 467 of the *Local Government Act*, R.S.B.C. 2015, c.1;

NOW THEREFORE the Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY ZONING BYLAW 1965, AMENDMENT BYLAW NO. 39, 2021.**
2. The Map (hereinafter called "Map 'A'"), attached to and forming an integral part of Bylaw No. 4742, being "Burnaby Zoning Bylaw 1965", and designated as the Official Zoning Map of the City of Burnaby, is hereby amended according to the Map (hereinafter called "Map 'B'"), marginally numbered REZ. 4394 annexed to this Bylaw, and in accordance with the explanatory legend, notations, references and boundaries designated, described, delimited and specified in particularity shown upon said Map 'B'; and the various boundaries and districts shown upon said Map 'B' respectively are an amendment of and in substitution for the respective districts, designated and marked on said Map 'A' insofar as the same are changed, modified or varied thereby, and the said Map 'A' shall be deemed to be and is hereby declared to be amended accordingly and the said Map 'B' is hereby declared to be and shall form an integral part of said Map 'A', as if originally incorporated therein and shall be interpreted accordingly.

3. The Comprehensive Development Plan entitled “4355 Maywood” prepared by IBI Architecture Inc. and ALA Gauthier & Associates Landscape Architects Inc. and on file in the office of the Director Planning and Building, is deemed to be attached to and form part of this Bylaw and any development on the lands rezoned by this Bylaw shall be in conformity with the said Comprehensive Development Plan.

Read a first time this	day of	, 2021
Read a second time this	day of	, 2021
Read a third time this	day of	, 2021
Reconsidered and adopted by Council this	day of	, 2021

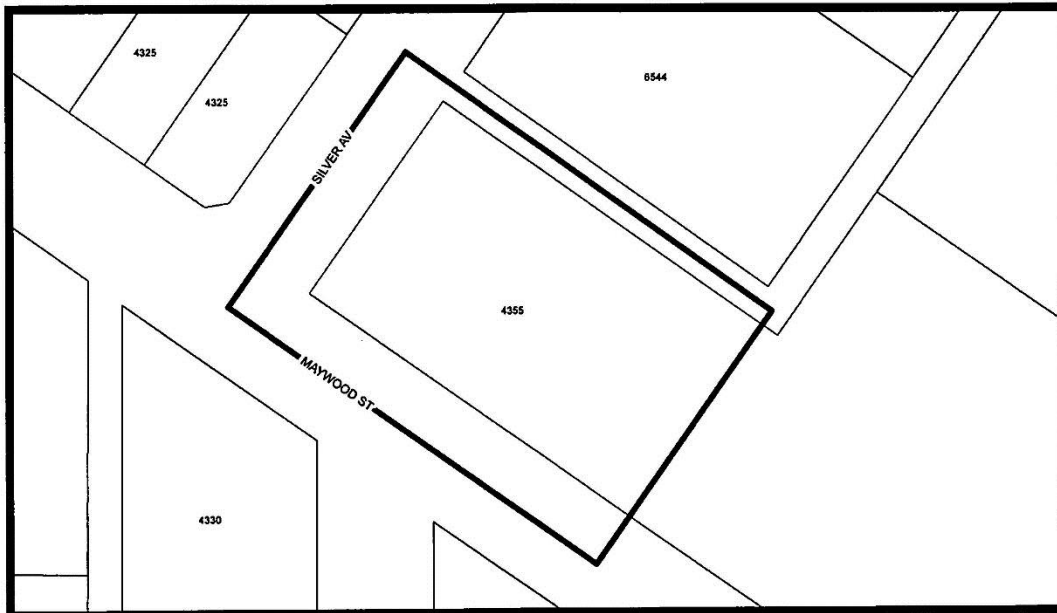
MAYOR

CLERK

BYLAW NUMBER 14405 BEING A BYLAW TO AMEND BYLAW
NUMBER 4742 BEING BURNABY ZONING BYLAW 1965

REZ.18-21



LEGAL: Lot "B" District Lot 153 Group 1 New Westminster District Plan 2666



THE AREA(S) SHOWN ABOVE OUTLINED IN BLACK (——) IS (ARE) REZONED

FROM: RM3 Multiple Family Residential District

TO: CD Comprehensive Development District (based on the RM4s Multiple Family Residential District, C2 Commercial District and Metrotown Downtown Plan as guidelines and in accordance with the development plan entitled "4355 Maywood" prepared by IBI Architecture Inc. and ALA Gauthier + Associates Landscape Architects Inc.)

		PLANNING & BUILDING DEPARTMENT			
Date:	NOV 05 2021	OFFICIAL ZONING MAP		Map "B" No. REZ. 4394	
Scale:	1:1,000				
Drawn By:	JS				

CITY OF BURNABY**BYLAW NO. 14368**

A BYLAW to amend Bylaw No. 4742, being Burnaby Zoning Bylaw 1965, as amended by Bylaw Nos. 11737 and 12047 being Burnaby Zoning Bylaw 1965, Amendment Bylaw Nos. 33, 2004 and 2, 2006

WHEREAS application for rezoning has been made to the Council;

AND WHEREAS the Council has held a public hearing thereon after duly giving notice of the time and place of such hearing as prescribed by Sections 466 and 467 of the *Local Government Act*, R.S.B.C. 2015, c.1;

NOW THEREFORE the Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY ZONING BYLAW 1965, AMENDMENT BYLAW NO. 22, 2021.**

2. Bylaw No. 4742, as amended by Bylaw Nos.11737 and 12047, is further amended as follows:

(a) The Map (hereinafter called "Map 'A'"), attached to and forming an integral part of Bylaw No. 4742, being "Burnaby Zoning Bylaw 1965", and designated as the Official Zoning Map of the City of Burnaby, is hereby amended according to the Map (hereinafter called "Map 'B'"), marginally numbered REZ. 4379, annexed to this Bylaw, and in accordance with the explanatory legend, notations, references and boundaries designated, described, delimited and specified in particularity shown upon said Map 'B'; and the various boundaries and districts shown upon said Map 'B' respectively are an amendment of and in addition to the respective districts, designated and marked on said Map 'A' insofar as the same are changed, modified or varied thereby, and the said Map 'A' shall be deemed to be and is hereby declared to be amended

accordingly and the said Map ‘B’ is hereby declared to be and shall form an integral part of said Map ‘A’, as if originally incorporated therein and shall be interpreted accordingly.

(b) The Comprehensive Development Plans, more particularly described in Bylaw Nos. 11737 and 12047, are amended as may be necessary by the development plan entitled “Burnaby Marine & Byrne” prepared by Liquor Distribution Branch and on file in the office of the Director Planning and Building; and any development on the lands rezoned by this Bylaw shall be in conformity with the said Comprehensive Development Plans as amended.

Read a first time this	day of	, 2021
Read a second time this	day of	, 2021
Read a third time this	day of	, 2021
Reconsidered and adopted by Council this	day of	, 2021

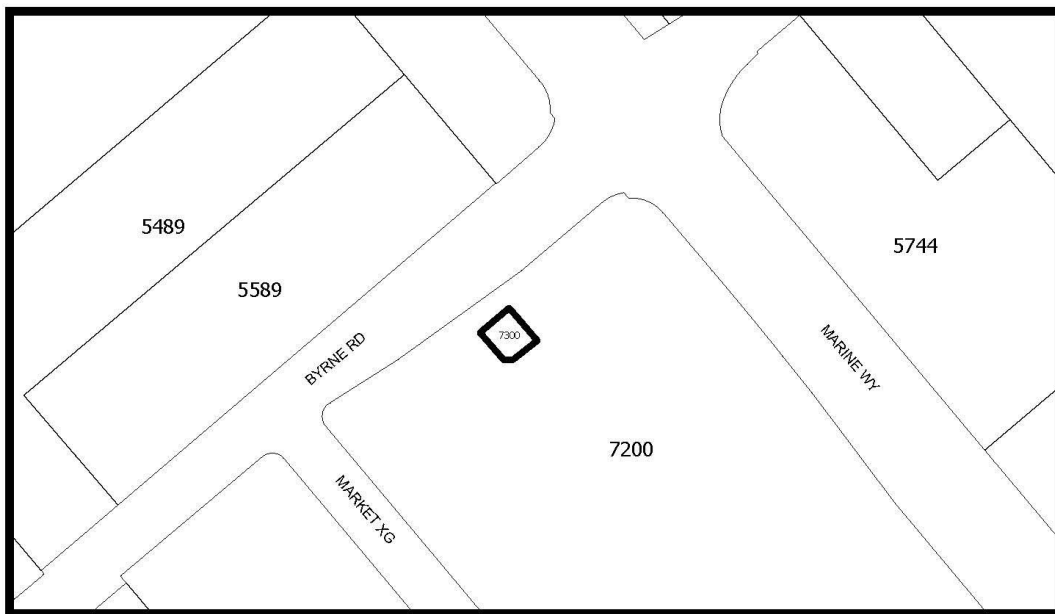
MAYOR

CLERK

BYLAW NUMBER 14368 BEING A BYLAW TO AMEND BYLAW
NUMBER 4742 BEING BURNABY ZONING BYLAW 1965

REZ 20-38



LEGAL: Lot 1 District Lot 155B Group 1 New Westminster District Plan BCP21081



THE AREA(S) SHOWN ABOVE OUTLINED IN BLACK (——) IS (ARE) REZONED

FROM: CD Comprehensive Development District (based on C2 Community Commercial District and C7 Drive-In Restaurant District and Big Bend Development Plan as guidelines)

TO: Amended CD Comprehensive Development District (based on C2 and C2i Community Commercial Districts and Big Bend Development Plan as guidelines, and in accordance with the development plan entitled "Burnaby Marine & Byrne" prepared by Liquor Distribution Branch)

		PLANNING & BUILDING DEPARTMENT		
Date:	JUL 28 2021	OFFICIAL ZONING MAP		Map "B" 4379 No. REZ.
Scale:	1:2,500			
Drawn By:	JS			



INTER-OFFICE COMMUNICATION

TO: CITY CLERK 2022 March 16

FROM: GENERAL MANAGER
PLANNING AND DEVELOPMENT

SUBJECT: **REZONING REFERENCE # 20-38**
AMENDMENT BYLAW NO. 22/21, BYLAW 14368
Government Cannabis Store
Final Adoption

ADDRESS: 7300 Market Crossing

LEGAL: Lot 1 District Lot 155B Group 1 New Westminster District Plan BCP21081

FROM: CD Comprehensive Development District (based on C2 Community Commercial District and C7 Drive-In Restaurant District and Big Bend Development Plan as guidelines)

TO: Amended CD Comprehensive Development District (based on C2 and C2i Community Commercial Districts and Big Bend Development Plan as guidelines, and in accordance with the development plan entitled "Burnaby Marine & Byrne" prepared by Liquor Distribution Branch)

The following information applies to the subject rezoning bylaw:

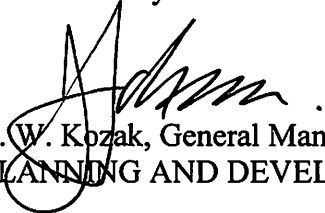
- a) First Reading given on 2021 October 04;
- b) Public Hearing held on 2021 October 26;
- c) Second Reading given on 2021 November 08; and,
- d) Third Reading given on 2021 December 06.

The prerequisite conditions have been completely satisfied as follows:

- a. The submission of a suitable plan of development.
 - *A complete suitable plan of development has been submitted.*
- b. The granting of a Section 219 Covenant to ensure that operating hours are maintained as described in Section 4.3 of the Public Hearing report.
 - *The applicant has agreed to this prerequisite in a letter received 2021 November 10, and the requisite covenant has been deposited in the Land Title Office.*

City Clerk
General Manager Planning and Development
Final Adoption
2022 March 16.....Page 2

As the prerequisite conditions to this rezoning are now fully complete, please arrange to return this amendment bylaw to Council for Final Adoption on 2022 March 21.


E. W. Kozak, General Manager
PLANNING AND DEVELOPMENT

AY:

cc: Chief Administrative Officer

CITY OF BURNABY**BYLAW NO. 14418**

A BYLAW to close and remove the dedication of
a certain portion of highway

WHEREAS pursuant to section 40 of the *Community Charter* and section 120 of the *Land Title Act*, Council may by bylaw close part of a highway to traffic and remove the dedication of that part of the highway;

AND WHEREAS Council, before adopting this Bylaw, has caused the required statutory public notice of its intention to be given by advertisement;

AND WHEREAS Council deems it expedient and in the public interest to stop up and close to traffic and remove the dedication of that portion of highway more particularly hereinafter described,

NOW THEREFORE the Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY HIGHWAY CLOSURE BYLAW NO. 3, 2021.**
2. ALL AND SINGULAR those certain parcels or tracts of land, situate, lying and being in the City of Burnaby, in the Province of British Columbia, more particularly known and described as that portion of road (lane) dedicated by Plan 3035 in Block 28, District Lot 29, Group 1, New Westminster District containing 775.4m² as shown outlined in bold and hatched on Reference Plan EPP116272 (hereinafter called “the closed portion of road”), prepared by Gary N. Holme, B.C.L.S., a copy of which is hereunto annexed, is hereby closed to all types of traffic.

3. The dedication of the closed portion of road as highway is removed.

Read a first time this	day of	, 2022
Read a second time this	day of	, 2022
Read a third time this	day of	, 2022
Reconsidered and adopted this	day of	, 2022

MAYOR

CLERK

REFERENCE PLAN TO ACCOMPANY THE CITY OF BURNABY BYLAW NO. 14418 TO REMOVE THE ROAD DEDICATION OF PORTIONS OF ROAD DEDICATED ON PLAN 3035, BLOCK 28, DISTRICT LOT 29, GROUP 1, N.W.D.

PLAN EPP116272

Pursuant to Section 120 of the Land Title Act and Section 40 of the Community Charter
BCGS 92G.026
City of Burnaby

Scale 1 : 750 

The intended plot size of this plan is 432mm in width by 560mm in height (C Size) when plotted at a scale of 1:750

All distances are in metres and decimals thereof.

Integrated Survey Area No. 25,
Burnaby, NAD'83 (CSRS) 4.0.0.BC.1.MVRD

Legend

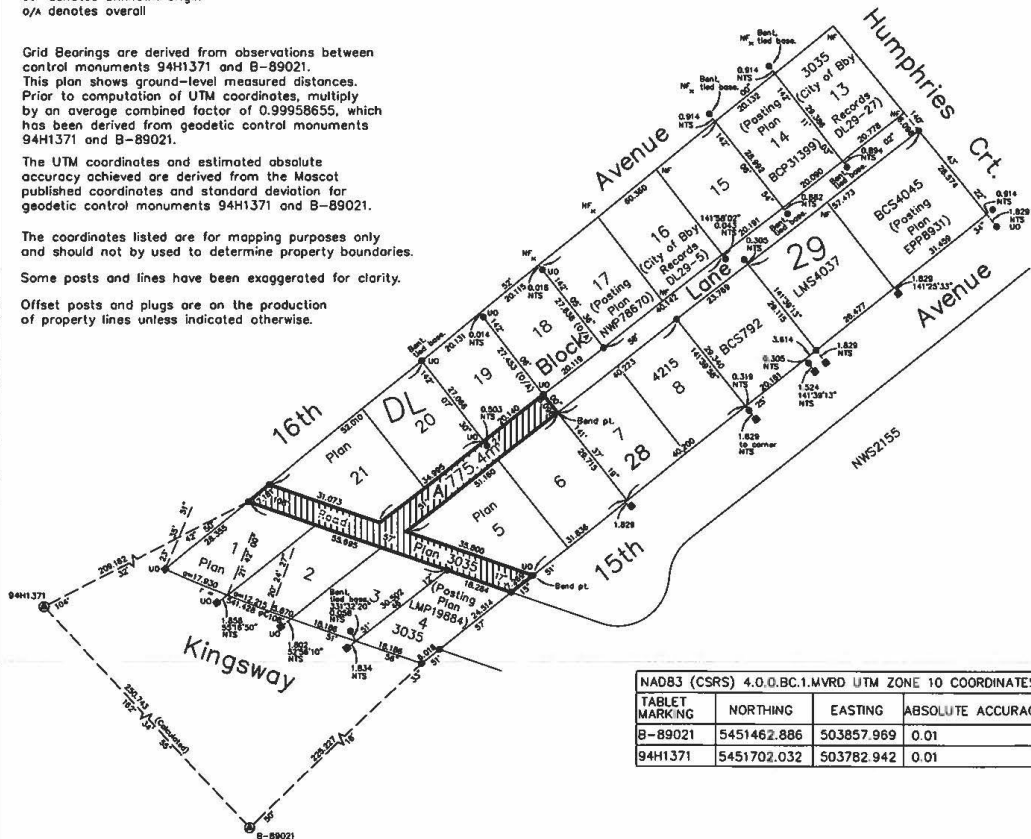
- denotes standard iron post found
- denotes lead plug found
- ⊙ denotes control monument
- ⊗ denotes standard concrete post found
- ⊘ denotes not found
- ⊙/⊗ denotes unknown origin
- ▨ indicates portion of road to be closed
- o/a denotes overall

Grid Bearings are derived from observations between control monuments 94H1371 and B-89021. This plan shows ground-level measured distances. Prior to computation of UTM coordinates, multiply by an average combined factor of 0.99958655, which has been derived from geodetic control monuments 94H1371 and B-89021.

The UTM coordinates and estimated absolute accuracy achieved are derived from the Mascot published coordinates and standard deviation for geodetic control monuments 94H1371 and B-89021.

The coordinates listed are for mapping purposes only and should not be used to determine property boundaries. Some posts and lines have been exaggerated for clarity.

Offset posts and plugs are on the production of property lines unless indicated otherwise.



NAD83 (CSRS) 4.0.0.BC.1.MVRD UTM ZONE 10 COORDINATES			
TABLET MARKING	NORTHING	EASTING	ABSOLUTE ACCURACY
B-89021	5451462.886	503857.969	0.01
94H1371	5451702.032	503782.942	0.01

The City of Burnaby
Engineering Dept. Survey Section
4849 Condo Way, Burnaby, B.C.
V5G 1M2
Phone : (604) 294-7463
Fax : (604) 294-7425

This plan lies within the Metro Vancouver Regional District

The field survey represented by this plan was completed on the 6th day of January, 2022.

G. N. Holme, BCLS #736

CITY OF BURNABY**BYLAW NO. 14434**

A bylaw to amend Automated Vote Counting System Bylaw

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY AUTOMATED VOTE COUNTING SYSTEM BYLAW, AMENDMENT BYLAW NO. 1, 2022.**
2. Burnaby Automated Vote Counting System Bylaw, as amended, is further amended:
 - (a) at Section 2(1) by repealing the definition of “election headquarters” in its entirety;
 - (b) at Section 5(3)(c) by deleting the words “at election headquarters”;
 - (c) by adding the following as Sections 6A and 6B:

“MAIL BALLOT PROCEDURES

- 6A. (1) The Chief Election Officer is authorized to designate one or more locations, days and times for the counting of mail ballots before general voting day.
- (2) For the counting of mail ballots at locations, days and times designated pursuant to section 6A(1) of this bylaw, an election official designated by the Chief Election Officer in the presence of another election official, shall:
 - (a) open certification envelopes accepted and maintained to date by the Chief Election Officer under the *Burnaby Voting Opportunities Bylaw* and place the secrecy ballot in each certification envelope in a portable ballot box designated for mail ballots;
 - (b) open the portable ballot box after all certification envelopes have been opened;

- (c) open the secrecy ballots in the portable ballot box and insert into a vote tabulating unit designated by the Chief Election Officer for mail ballots;
 - (d) after the insertion of all mail ballots, seal the opened portable ballot box to prevent insertion of any ballots, and secure and seal the vote tabulating unit so that ballots cannot be added or withdrawn without breaking the seal;
 - (e) ensure the results tape in the vote tabulating unit are not generated;
 - (f) ensure the memory card in the vote tabulating unit is secured and sealed in such a manner that it cannot be accessed without breaking the seal; and
 - (g) deliver the vote tabulating unit, memory card and all opened certification envelopes to the Chief Election Officer.
- 6B. (1) The Chief Election Officer shall designate a location and presiding election official for the counting of mail ballots on general voting day and the procedures in section 6A(2) of this bylaw shall apply to the counting of such mail ballots.
- (2) After the close of voting on general voting day, the presiding election designated under section 6B(1) of this bylaw shall:
- (a) generate three copies of the results tape from all vote tabulating machines used for counting of mail ballots; and
 - (b) deliver one copy of the results tape, along with the memory card from all vote tabulating machines used for counting mail ballots, to the Chief Election Officer.”
- (d) at Section 7(1)(a)(iv) by deleting the words, “at election headquarters”;
 - (e) Section 7(1)(b) by deleting sub-section (v) and replacing it with the following:

“(v) transport all materials and equipment as directed by the chief election officer.”

Read a first time this day of , 2022

Read a second time this day of , 2022

Read a third time this day of , 2022

Reconsidered and adopted this day of , 2022

MAYOR

CLERK

CITY OF BURNABY**BYLAW NO. 14435**

A bylaw to amend Voting Opportunities Bylaw
to establish procedures for mail ballot voting

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY VOTING OPPORTUNITIES BYLAW 2020, AMENDMENT BYLAW NO. 1, 2022.**
2. Burnaby Voting Opportunities Bylaw 2020 is amended:
 - (a) at section 2.1, by adding the following in alphabetical order:

“acceptable mark” has the meaning set out in the *Burnaby Automated Vote Counting System Bylaw*

- (b) by adding the following as Part 4:

“PART 4: MAIL BALLOT VOTING**4.1 Authorizations**

4.1.1 Voting by mail ballot and elector registration by mail in conjunction with mail ballot voting are hereby authorized for an election under the *Local Government Act*.

4.1.2 The **Chief Election Officer** is authorized to establish the application form and time limits for requesting a mail ballot.

4.1.3 For the purpose of section 4.3.2(d) of this bylaw, the **Chief Election Officer** is authorized to designate the locations for the receipt of completed mail ballot packages from electors.

4.2 Application Procedure

4.2.1 An elector who wishes to vote by mail ballot must submit a request to the **Chief Election Officer** using the application form and within the time limits established pursuant to section 4.1.2 of this bylaw.

4.2.2 Upon receipt of a completed application form and commencing as soon as practical after the final printed ballots are available, the **Chief Election Officer**

must:

- (a) make available to the applicant, a mail ballot package that complies with sections 110(7) and (8) of the *Local Government Act*;
- (b) immediately record, and upon request in person by a candidate representative or elector, make available for inspection by any such person, the name and address of the person to whom the **Chief Election Officer** issued the mail ballot package.

4.3 Voting Procedure

4.3.1 In order to vote using a mail ballot, the elector must mark the ballot in accordance with this bylaw and all instructions contained in the mail ballot package provided by the **Chief Election Officer**.

4.3.2 After marking the mail ballot with an **acceptable mark**, the elector must:

- (a) place the ballot in the secrecy envelope provided and then seal the secrecy envelope;
- (b) place the secrecy envelope in the certification envelope, complete and sign the certification printed on the certification envelope, and then seal the certification envelope;
- (c) place the certification envelope, together with a completed elector registration application and any other elector documentation if required, in the outer envelope and then seal the outer envelope; and
- (d) mail or deliver the outer envelope and its contents to a location designated by the **Chief Election Officer** pursuant to section 4.1.3 of this bylaw, such that the **Chief Election Officer** receives it no later than the close of voting on general voting day.

4.4 Replacement of Mail Ballots

4.4.1 If an elector unintentionally spoils a mail ballot before returning it to the **Chief Election Officer**, the elector may:

- (a) request a replacement mail ballot package by surrendering the spoiled mail ballot package in its entirety to an election official at a location designated by the **Chief Election Officer**, and the election official must record receipt of the spoiled mail ballot package and proceed in accordance with section 4.2.2 of this bylaw in issuing a replacement mail ballot package; or
- (b) surrender the mail ballot package in its entirety to a presiding election official at a voting place and proceed in accordance with section 4.4.2 of this bylaw.

4.4.2 If an elector, after receiving a mail ballot package, decides to vote at a voting place instead of by mail ballot voting:

- (a) the elector must surrender the mail ballot package in its entirety to the presiding election official at a voting place during an **advance voting opportunity** or on general voting day; and
- (b) upon receipt of the surrendered mail ballot package, the presiding official must mark the package as “returned and unused” and place it with other spoiled ballots; and
- (c) the elector may then vote at the voting place in accordance with the provisions of the *Burnaby Automated Vote Counting System Bylaw*.

4.5 Mail Ballot Acceptance or Rejection

4.5.1 The **Chief Election Officer** or election official designated by the **Chief Election Officer** must process all mail ballot packages returned by the close of voting on general voting day in accordance with section 4.5.2 and 4.5.3 of this bylaw.

4.5.2 Upon receipt of a returned outer envelope, the **Chief Election Officer** or election official designated by the **Chief Election Officer** must:

- (a) immediately record the date of such receipt; and
- (b) open the outer envelope and remove and examine the certification envelope and completed elector registration application, if applicable, and if satisfied as to:
 - (i) the identity and entitlement to vote of the elector named in the certification,
 - (ii) the completeness of the certification, and
 - (iii) if the person is registering as a new elector, fulfilment of the requirements of section 65 or 66 of the *Local Government Act*,

mark the certification envelope as “accepted”.

4.5.3 If the **Chief Election Officer** or election official designated by the **Chief Election Officer**:

- (a) is not satisfied as to the identity and entitlement to vote of the elector named in the certification, or the completeness of the certification; or
- (b) is not satisfied that a person registering as a new elector has fulfilled the requirements of section 65 or 66 of the *Local Government Act*; or
- (c) receives the outer envelope after the close of voting on general voting day,

the **Chief Election Officer** or election official designated by the **Chief Election Officer** must not open the certification envelope and must mark the certification envelope as “rejected”, note the reason for rejection, and not count the mail ballot contained in the certification envelope in the election.

- 4.5.4 A certification envelope rejected in accordance with section 4.5.3 of this bylaw must remain unopened and is subject to the provisions of the *Local Government Act* in regard to their destruction.
- 4.5.5 Each certification envelope accepted under section 4.5.2 of this bylaw must be securely maintained in the custody of the **Chief Election Officer** and processed in accordance with the *Burnaby Automated Vote Counting System Bylaw*.
- 4.5.6 Each certification envelope returned with a mail ballot package must be securely stored by the **Chief Election Officer** in the event of any challenge made in accordance with section 4.6 of this bylaw.

4.6 Challenge of Elector or Elector’s Name Already Used

- 4.6.1 A person exercising the right to vote by mail ballot may be challenged in accordance with the intent of section 126 of the *Local Government Act* and if a person’s right to vote by mail ballot is challenged, the **Chief Election Officer** will proceed, to the extent applicable, in accordance with section 126 of the *Local Government Act*.
- 4.6.2 Where, upon receiving a request for a mail ballot, the **Chief Election Officer** determines that another person has already voted or been issued a mail ballot in that person’s name, section 127 of the *Local Government Act* applies to the extent applicable.”

Read a first time this	day of	, 2022
Read a second time this	day of	, 2022
Read a third time this	day of	, 2022
Reconsidered and adopted this	day of	, 2022

MAYOR

CLERK