



CITY COUNCIL MEETING A G E N D A

Monday, March 11, 2024, 5:00 p.m.

Council Chamber, City Hall

4949 Canada Way, Burnaby, BC

[Code of Conduct](#) - [Glossary of Terms](#)

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6. ADMINISTRATIVE REPORTS

6.1 DEER LAKE TRAIL LOOP - CONNECTED PATHWAYS 35

Purpose: To obtain Council approval to proceed with the proposed concept design for a new pedestrian bridge and connecting pathways around Deer Lake Trail Loop as outlined in this report.

Staff presentation by Isabel Londono, Engineer Project Management

6.2 MINTARA EVENT CENTER - OUTDOOR SEATING EXPANSION 42

Purpose: To seek approval for the proposed final design of the Mintara Event Center outdoor seating expansion and to provide gazebo design options for information.

Staff presentation by Mehrdad Bozorgnia, PRC Project Manager

6.3 BURNABY HOUSING AUTHORITY - REQUEST TO REVISE DRAFT ARTICLES OF INCORPORATION 72

Purpose: To obtain Council authorization to amend the draft Burnaby Housing Authority Articles of Incorporation based on direction received from the Ministry of Municipal Affairs.

6.4 CBBAHR GRANT REQUEST FOR NON-MARKET HOUSING DEVELOPMENT AT 3838 HASTINGS STREET 112

Purpose: To seek Council approval of a \$3,054,700 grant from the Community Benefit Bonus Affordable Housing Reserve (CBBAHR) to S.U.C.C.E.S.S. to develop non-market housing on a City-owned site at 3838 Hastings Street.

6.5 DVP #22-04 - 355 WILLINGDON AVENUE N 116

Purpose: To seek Council approval for Development Variance Permit (DVP) #22-04.

7. COMMITTEE REPORTS

7.1 ENVIRONMENT COMMITTEE - RE: 2024 PRELIMINARY ENVIRONMENT WEEK PROGRAM 123

Purpose: To seek Council approval for the proposed approach for the 2024 Environment Week Program.

- 7.2 ENVIRONMENT COMMITTEE - RE: WORLD RIVERS DAY
COMMEMORATIVE SIGN AND FEASIBILITY STUDY 127
- Purpose: To provide an update on the feasibility of installing a World Rivers Day commemorative sign at Fraser Foreshore Park.
- 7.3 PLANNING AND DEVELOPMENT COMMITTEE - RE: NOM: BURNABY
NEIGHBOURHOOD HOUSE NORTH 131
- Purpose: To seek Council support of the Notice of Motion (NOM) from the Planning and Development Committee that was introduced and subsequently amended by the Committee for staff to be directed to explore opportunities for a development partner and alternative interim solutions for a Burnaby Neighbourhood House location in the Burnaby North Corridor.
- 7.4 PARKS, RECREATION AND CULTURE COMMITTEE - RE: BCRPA
SYMPOSIUM 133
- Purpose: To seek Council authorization of an expenditure of up to \$10,000 to allow for up to five (5) members of the Parks, Recreation and Culture Committee to attend the 2024 BC Recreation and Parks Association (BCRPA) Symposium in Penticton, BC from May 1-2, 2024.
- 7.5 PUBLIC SAFETY COMMITTEE - RE: BURNABY POLICY ON
COMMUNITY INITIATED MEMORIALS 135
- Purpose: To seek Council approval for the proposed policy that establishes a framework to ensure a trauma-informed, coordinated and consistent City response to community memorials.
- 7.6 PUBLIC SAFETY COMMITTEE - RE: NASAL NALOXONE PILOT
PROGRAM UPDATE 147
- Purpose: To seek Council approval to implement the Nasal Naloxone Pilot Program on a full-time basis.
- 7.7 PUBLIC SAFETY COMMITTEE - RE: APPROVAL FOR FIRE
SERVICES BYLAW REPLACEMENT 157
- Purpose: To seek Council approval to authorize staff to replace the Burnaby Fire Services Bylaw 2004 with a new Burnaby Fire Services Bylaw 2024.

8. CONSENT AGENDA

- 8.1 ENVIRONMENT COMMITTEE - RE: 2024 ENVIRONMENTAL AWARDS 160

Purpose: To provide information about the 2024 Environmental Awards process.

8.2 PUBLIC SAFETY COMMITTEE - RE: COMMUNITY SAFETY PLAN 2023 PROGRESS REPORT AND 2024 UPDATE 166

Purpose: To provide a progress report on the 2023 Community Safety Plan and 2024 Update.

9. ITEMS REMOVED FROM CONSENT AGENDA

10. INFORMATION REPORTS

None.

11. BYLAWS

11.1 FIRST, SECOND AND THIRD READING

11.1.1 #14642 - Burnaby Waterworks Regulation Bylaw 1953, Amendment Bylaw No. 1, 2024 208

Purpose: to amend Burnaby Waterworks Regulation Bylaw 1953 (water metering for small scale multi-unit housing)

(Item 6.1., Administrative Report, Council February 12, 2024)

11.2 THIRD READING AND FINAL ADOPTION

11.2.1 #14636 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 1, 2024 - Text Amendment 209

Purpose: to propose a number of amendments to the parking and loading sections of the Burnaby Zoning Bylaw in response to the Transit-Oriented Development Parking and Transportation Demand Management Policy, and recent changes to the *Local Government Act*

(Item 7.4., PDC Report, Council January 29, 2024)

11.3 FINAL ADOPTION

11.3.1 #14634 - Burnaby Housing Agreement (6620 Sussex Avenue) Bylaw 2024 241

Purpose: to authorize the execution of a Housing Agreement for the non-market rental housing development at 6620 Sussex Avenue

(Item 8.10., CAO Report, Council May 9, 2022)

**11.3.2 #14635 - Burnaby Housing Agreement (7415 Sussex Avenue)
Bylaw 2024**

270

Purpose: to authorize the execution of a Housing Agreement
for the non-market rental housing development at 7415 Sussex
Avenue

(Item 4.8., CAO Report, Council July 25, 2022)

12. CORRESPONDENCE

None.

13. OTHER BUSINESS

14. RELEASE OF CLOSED MEETING DECISIONS

15. ADJOURNMENT



COUNCIL MEETING M I N U T E S

**Monday, February 26, 2024, 5:00 p.m.
Council Chamber, City Hall
4949 Canada Way, Burnaby, BC**

PRESENT: Mayor Mike Hurley
Councillor Pietro Calendino
Councillor Sav Dhaliwal
Councillor Alison Gu
Councillor Joe Keithley
Councillor Richard T. Lee
Councillor Maita Santiago
Councillor Daniel Tetrault
Councillor James Wang

STAFF: Leon Gous, Chief Administrative Officer
Bop Klimek, Acting Chief Financial Officer
Dave Critchley, General Manager Community Safety
Juli Halliwell, General Manager Corporate Services
May Phang, General Manager Engineering
James Lota, General Manager Lands & Facilities
Mary Morrison-Clark, General Manager Parks, Recreation & Culture
Ed Kozak, General Manager Planning & Development
May Leung, City Solicitor
Nikki Best, Director Legislative Services / Corporate Officer
Blanka Zeinabova, Sr. Manager Legislative Services

1. CALL TO ORDER

Mayor Hurley called the Open Council meeting to order at 5:00 p.m.

2. LAND ACKNOWLEDGEMENT

Mayor Hurley recognized the ancestral and unceded homelands of the hə́nqəmínə́m and Skwxwú7mesh speaking peoples, and extended appreciation for the opportunity to hold a meeting on this territory.

3. ADOPTION OF AGENDA

3.1 Open Council Meeting Agenda for February 26, 2024

THAT the agenda for the Open Council meeting of Monday, February 26, 2024 be adopted.

CARRIED UNANIMOUSLY

4. ADOPTION OF MINUTES

4.1 Special Open Council Meeting held February 6, 2024

4.2 Open Council Meeting held February 12, 2024

Resolution No. 2024 - 062

THAT the minutes of the Special Open Council meeting held on February 6, 2024, and the Open Council meeting held on February 12, 2024, be now adopted.

CARRIED UNANIMOUSLY

5. DELEGATIONS AND INVITED PRESENTATIONS

No delegation or invited presentation requests were received.

6. ADMINISTRATIVE REPORTS

6.1 CULTURE SPECIAL EVENTS PROGRAM REVIEW

The General Manager Parks, Recreation and Culture submitted a report seeking Council approval for changes to the Culture Special Events Program and funding re-allocation.

The General Manager Parks, Recreation and Culture provided opening remarks, and introduced Emmaline Hill, Director Culture, who provided a PowerPoint presentation summarizing the report.

Arising from discussion, Councillor Tetrault introduced an amendment to the motion provided in the report, and Council voted separately on the motions, as noted below:

Resolution No. 2024 - 063

THAT the Culture Special Events Program Review (Attachment 1) be received for information;

THAT a reduction of \$95,000 to the Burnaby Blooms and Free Summer Community Events One Time Funding as described in this report titled “Culture Special Events Program Review” dated February 26, 2024 be approved; and

THAT this reduction of \$95,000 be approved for reallocation to other ongoing Culture programs, specifically the 2024 theatre season at the Shadbolt Centre of the Arts.

CARRIED UNANIMOUSLY

Resolution No. 2024 - 063

THAT staff investigate the feasibility of changing the format of the Blues and Roots to a weekend festival using all of the Deer Lake grounds; and

THAT a partnership with Tourism Burnaby be explored for the purpose of cost sharing for larger music concerts and festivals.

CARRIED UNANIMOUSLY

6.2 CI - PROGRESSIVE DESIGN BUILD - JAMES COWAN THEATRE REDEVELOPMENT PROJECT - PHASE II

The Deputy Chief Administrative Office/Chief Financial Officer submitted a report seeking Council approval to award a Contract Increase (CI) with Ledcor Design-Build (BC) Inc. to complete design and construction of the work for the James Cowan Theatre Redevelopment Project – Phase II.

**Councillor Tetrault left at 5:40 p.m. and returned at 5:42 p.m.*

Resolution No. 2024 - 064

THAT a contract increase to Ledcor Design-Build (BC) Inc. for an estimated cost of \$52,309,611 including GST in the amount of \$2,490,934, as outlined in the Council Report titled “CI – Progressive Design Build – James Cowan Theatre Redevelopment Project – Phase II” dated for February 26, 2024, be approved;

THAT a contract increase is approved for an allowance for anticipated contingency and permits for an estimated cost of \$1,307,741 including GST in the amount of \$62,274; and

THAT final payment will be based on the actual quantity of goods and services delivered and unit prices as tendered.

CARRIED UNANIMOUSLY

6.3 CI - CONSTRUCTION MANAGEMENT AND CONSTRUCTION - VENTANA CONSTRUCTION CORP.

The Deputy Chief Administrative Office/Chief Financial Officer submitted a report seeking Council approval to award a Contract Increase (CI) to Ventana Construction Corp. for Construction Management and Construction of the Multi-Purpose Space renovation project at the Christine Sinclair Community Centre (CSCC).

**Councillor Santiago left at 5:43 p.m. and returned at 5:44 p.m.*

Resolution No. 2024 - 065

THAT a contract increase to Ventana Construction Corp. for an estimated total cost of \$3,284,978 including GST in the amount of \$156,428 as outlined in Council Report titled "CI - Construction Management and Construction – Ventana Construction Corp." dated for February 26, 2024, be approved; and

THAT final payment will be based on the actual quantity of good and services delivered and unit rates as tendered.

CARRIED UNANIMOUSLY

6.4 HEIGHTS MERCHANTS ASSOCIATION (HMA) BIA RENEWAL (HASTINGS STREET)

The Deputy Chief Administrative Office/Chief Financial Officer submitted a report seeking Council approval to proceed with the Heights Merchants Association request to renew the Hastings Street Business Improvement Area (BIA) for the period 2024 - 2033.

Resolution No. 2024 - 066

THAT staff be authorized to work with the Heights Merchant Association (HMA) towards the renewal of the Hastings Street Business Improvement Area, as outlined in the report titled, "Hastings Street Business Improvement Area (BIA) Renewal" dated February 26, 2024;

THAT the City Solicitor be authorized to bring forward Burnaby Business Improvement Area (Hastings) Bylaw 2024, substantially as set out in Attachment 4; and

THAT a copy of this report be sent to the President of the Heights Merchants Association.

CARRIED UNANIMOUSLY

6.5 REZ #23-13 - 6505 SUSSEX AVENUE - HOTEL USE

The General Manager Planning and Development submitted a report seeking Council authorization to forward REZ #23-13 to First and Second Reading at a future Council meeting. The purpose of the proposed zoning bylaw amendment is to permit the conversion of the existing commercial office floor area, recently constructed and approved under Rezoning Reference #16-42, to hotel use. The proposed change also includes the addition of a liquor licence establishment on-site.

Mayor noted an error in the report and advised that an amendment is needed to include additional wording:

Resolution No. 2024 - 067

THAT the report be amended to add the following additional wording at the end of the proposed zoning “...and in accordance with the development plan entitled “Highline – Hotel Use” prepared by Chris Dikeakos Architects Inc.)”, and to include “Common Property, Strata Plan EPS9598” to Schedule A-1, and “Common Property, Strata Plan EPS9897” to Schedule A-2.

CARRIED UNANIMOUSLY

Resolution No. 2024 - 068

THAT a Rezoning Bylaw for REZ #23-13 be prepared and advanced to First and Second Reading at a future Council meeting;

THAT an amendment to the Metrotown Downtown Plan as outlined in Section 3.5 of this report by the General Manager Planning and Development, Rezoning Reference #23-13 dated February 26, 2024, be approved to take effect upon the granting by Council of Second Reading of the Rezoning Amendment Bylaw related to the subject site;

THAT a Public Hearing not be held for the Rezoning Bylaw for REZ#23-13, as it is consistent with the Burnaby Official Community Plan; and

THAT the items listed (see **Attachment 4: Rezoning Prerequisites**) to the report titled “REZ #23-13 – 6505 Sussex Avenue – Hotel Use” dated February 26, 2024, be established as prerequisites to consideration of Final Adoption of the Rezoning Bylaw for REZ #23-13.

CARRIED UNANIMOUSLY

6.6 REZ #23-21 - 4244 NORLAND AVENUE - PERMIT FULL RANGE OF USES UNDER THE P2 DISTRICT

The General Manager Planning and Development submitted a report seeking Council authorization to forward this application to a future First and Second Reading. The purpose of proposed zoning bylaw amendment is to permit the full range of use and development opportunities under the P2 District at 4244 Norland Avenue, recognizing the temporary works yard will cease operation in Spring 2024 with the completion of the Laurel Street Works Yard. There is no development proposed as part of this rezoning application. Future development proposals on the subject site would require planning approval of either a Preliminary Plan Approval or a Development Permit and Building approval of a required Building Permit. The P2 District would support the proposed development of the new RCMP detachment in the future.

Resolution No. 2024 - 069

THAT a Rezoning Bylaw for REZ #23-21 be prepared and advanced to First and Second Reading at a future date of Council;

THAT a Public Hearing not be held for the Rezoning Bylaw for REZ #23-21, as it is consistent with the Burnaby Official Community Plan; and,

THAT the approval of the rezoning application from the Ministry of Transportation and Infrastructure be established as a prerequisite to the completion of the rezoning.

CARRIED UNANIMOUSLY

6.7 HERITAGE DESIGNATION OF EAGLE FORD NEON SIGN

The General Manager Planning and Development submitted a report seeking Council's authorization to prepare a Heritage Designation Bylaw for the protection of the Eagle Ford Neon Sign.

Resolution No. 2024 - 070

THAT a Heritage Designation Bylaw be prepared and advanced to First Reading on March 11, 2024, and to Public Hearing on March 26, 2024;

THAT the addition of the Eagle Ford Neon Sign to the Burnaby Community Heritage Register as a protected heritage landmark be approved; and

THAT a copy of this report be forwarded to the Heights Merchants Association for their information.

CARRIED UNANIMOUSLY

6.8 2024 LMLGA AND UBCM RESOLUTIONS

The General Manager Planning and Development submitted a report presenting resolutions for submission to the 2024 Lower Mainland Local Government Association (LMLGA) Annual General Meeting and the Union of BC Municipalities (UBCM) Convention.

Councillor Gu noted minor changes to resolution Item 3.1.6. – Urgent Protection of Urban Waterways – to read as follows:

“BE IT RESOLVED THAT the UBCM call upon the Province of British Columbia to provide urgent protection to watercourses from dumping and discharge, including by providing authority to local governments to impose higher fines.”

Resolution No. 2024 - 071

THAT the resolutions, outlined in *Section 3.0* of this report for submission to the 2024 LMLGA Annual General Meeting and the 2024 UBCM Convention, be endorsed;

THAT staff forward a copy of this report, accompanied by any applicable background reports and information, to the LMLGA via email and to the UBCM, located at Suite 60 – 10551 Shellbridge Way, Richmond, BC V6X 2W9; and

THAT copies of this report be forwarded for information to Burnaby MLAs.

CARRIED UNANIMOUSLY

6.9 CE - TOWING AND STORAGE SERVICES

The Deputy Chief Administrative Office/Chief Financial Officer submitted a report seeking Council approval to award a Contract Extension (CE) for towing and storage services.

Resolution No. 2024 - 072

THAT a five-year contract extension to Mundie's Towing, Storage & Service (1976) Ltd. for an estimated cost of \$250,000 including GST in the amount of \$11,905 and guaranteed total revenue to the City of \$1,165,500 including GST in the amount of \$55,500 as outlined in the Council Report titled "CE – Towing and Storage Services" dated for February 26, 2024 be approved; and,

THAT final payment will be based on the actual quantity of goods and services delivered and payment rates as submitted.

CARRIED UNANIMOUSLY

6.10 CE - E-COMM POLICE DISPATCH SERVICES

The Deputy Chief Administrative Office/Chief Financial Officer submitted a report seeking Council approval for a one-year Contract Extension (CE) for police dispatch services.

Resolution No. 2024 - 073

THAT a one-year contract extension to E-COMM Emergency Communications For BC Incorporated for an estimated cost of \$6,280,840, as outlined in the Council Report titled "CE – E-COMM Police Dispatch Services" dated for February 26, 2024; and

THAT final payment will be based on the actual services delivered.

CARRIED UNANIMOUSLY

**Mayor left at 6:10 p.m. and Councillor Gu assumed Chair.*

7. COMMITTEE REPORTS

7.1 COMMUNITY HERITAGE COMMISSION - RE: NOM: TOUR OF CHINESE CANADIAN MUSEUM

The Community Heritage Commission submitted a report seeking Council approval to organize a tour of the Chinese Canadian Museum and host a reception for City volunteers and stakeholders engaged in Chinese Canadian history research and commemoration.

Resolution No. 2024 - 074

THAT staff coordinate with the Chinese Canadian Museum to organize a tour of the Museum and host a reception for City volunteers and stakeholders engaged in Chinese Canadian history research and commemoration; and

THAT an expenditure of up to \$3,900 be allocated from the Advisory Bodies and Boards budget for the event.

CARRIED UNANIMOUSLY

**Councillor Santiago left at 6:11 p.m. and returned at 6:12 p.m.*

7.2 PLANNING AND DEVELOPMENT COMMITTEE - RE: DEVELOPMENT PERMIT TRANSITION

The Planning and Development Committee submitted a report seeking Council approval of the Development Permit Transition process.

Resolution No. 2024 - 075

THAT the future use of Development Permits in Burnaby, as outlined in Sections 3.0 and 4.0 of the report titled "Development Permit Transition" dated February 14, 2024, be endorsed; and

THAT the approval of future Development Permits be delegated to staff, as outlined in Section 3.3 of the report titled "Development Permit Transition" dated February 14, 2024.

CARRIED UNANIMOUSLY

8. CONSENT AGENDA

Resolution No. 2024 - 076

THAT resolutions for Items 8.1., 8.2., 8.3., 8.4., 8.6. and 8.7. on the Consent Agenda on the Regular Council Meeting of February 26, 2024, be approved.

CARRIED UNANIMOUSLY

Resolution No. 2024 - 076

THAT Item 8.5. be removed from the Consent Agenda.

CARRIED UNANIMOUSLY

8.1 GA - UBCM LOCAL GOVERNMENT DEVELOPMENT APPROVAL PROGRAM GRANT FUNDING

Resolution No. 2024 - 077

THAT staff be authorized to submit an application to the UBCM Local Government Development Approvals Program, for up to \$150,000 in grant funding;

THAT the proposed project activities, as described in Section 3.0 of the report entitled "GA – UBCM Local Government Development Approvals Program Grant Funding" dated February 26, 2024, be supported; and,

THAT overall grant management, as required by the UBCM Local Government Development Approvals program, be undertaken.

CARRIED UNANIMOUSLY

8.2 FINANCIAL MANAGEMENT COMMITTEE - RE: MAJOR ENGINEERING PROJECT STATUS UPDATE

Resolution No. 2024 - 078

THAT the report titled "Major Engineering Projects Status Update" dated February 20, 2024, be received for information.

CARRIED UNANIMOUSLY

8.3 FINANCIAL MANAGEMENT COMMITTEE - RE: MAJOR CIVIC BUILDING PROJECTS STATUS UPDATE

Resolution No. 2024 - 079

THAT the report titled "Major Civic Building Projects Status Update" dated February 20, 2024, be received for information.

CARRIED UNANIMOUSLY

8.4 FINANCIAL MANAGEMENT COMMITTEE - RE: CITY INVESTMENTS - 2024 YEAR END REPORT

Resolution No. 2024 - 080

THAT the report titled "City Investments - 2023 Year End Report", dated February 20, 2024, be received for information.

CARRIED UNANIMOUSLY

8.6 PLANNING AND DEVELOPMENT COMMITTEE - RE: 2023 ANNUAL PROGRESS REPORT - HOME STRATEGY

Resolution No. 2024 - 081

THAT report titled "2023 Annual Progress Report - HOME Strategy" dated February 14, 2024, be received for information.

CARRIED UNANIMOUSLY

8.7 PLANNING AND DEVELOPMENT COMMITTEE - RE: RENTAL HOUSING SUMMARY

Resolution No. 2024 - 082

THAT the report titled "Rental Housing Summary" dated February 14, 2024, be received for information.

CARRIED UNANIMOUSLY

9. ITEMS REMOVED FROM CONSENT AGENDA

8.5 FINANCIAL MANAGEMENT COMMITTEE - RE: MRDT RENEWAL - APPROVED

The Financial Management Committee submitted a report providing an update on the MRDT Renewal Application and 3% rate for affordable housing contributions.

Resolution No. 2024 - 083

THAT the report titled "MRDT Renewal - Approved", dated February 20, 2024, be received for information.

CARRIED UNANIMOUSLY

Council requested that the Finance Department work with other City's departments to consider how the fee funds other programs that support tourism and cultural events.

10. **INFORMATION REPORTS**

No Information Reports were received.

11. **BYLAWS**

11.1 **FIRST READING**

11.1.1 #14639 - Burnaby Heritage Designation Bylaw No. 1, 2024

Resolution No. 2024 - 084

THAT Bylaw No. 14639 be now read a first time.

CARRIED UNANIMOUSLY

11.2 **FIRST, SECOND AND THIRD READING**

11.2.1 #14634 - Burnaby Housing Agreement (6620 Sussex Avenue) Bylaw 2024

11.2.2 #14635 - Burnaby Housing Agreement (7415 Sussex Avenue) Bylaw 2024

11.2.3 #14638 - Burnaby Business Improvement Area (Hastings) Bylaw 2024

Resolution No. 2024 - 085

THAT Bylaw No. 14634, 14635 and 14638 be now read three times.

CARRIED UNANIMOUSLY

11.3 **AMENDMENT AND THIRD READING**

Mayor Hurley noted that there is a minor change to Bylaw #14619, Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 41, 2023. As per a memorandum from the General Manager Planning and Development, minor revisions to the development site area boundary were not originally noted and Map 'B' has been amended to reflect the exact site survey boundary of the development site. This change does not affect the previously proposed form and character of the development, nor does it change the proposed building location, density allowance, gross floor area, or development statistics.

Resolution No. 2024 - 086

THAT Bylaw No. 14619, Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 41, 2023, Rezoning Reference #22-32, be **AMENDED** to replace a Map 'B' to reflect the exact site survey boundary of the development site.

CARRIED UNANIMOUSLY

11.3.1 #14619 - Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 41, 2023 - REZ #22-36 (Ptn. 4567 Lougheed Highway)

Resolution No. 2024 - 087

THAT Bylaw No. 14619 be now read a third time, **AS AMENDED**.

CARRIED UNANIMOUSLY

11.4 FINAL ADOPTION

11.4.1 #14637 - Burnaby Building Bylaw 2016, Amendment Bylaw No. 1, 2024

Resolution No. 2024 - 088

THAT Bylaw No. 14637 be now read a fourth time and finally adopted.

CARRIED UNANIMOUSLY

12. CORRESPONDENCE

The following item of correspondence was received for Council's decision. All other items of correspondence were published in the Council Correspondence and Public Notice Submissions package dated February 26, 2024.

12.1 PETITION: REQUESTING AEDS FOR BURNABY OUTDOOR SPORTS FACILITIES

A certified petition from the Corporate Officer was received from Ben Rohu requesting the automated external defibrillators (AEDs) to be placed at Burnaby sports fields.

Resolution No. 2024 - 089

THAT the petition titled “Petition for AEDs for Burnaby Outdoor Sports Facilities” from Ben Rohu, received by the City of Burnaby on February 20, 2024 and published on the February 26, 2024 Council agenda, be **REFERRED** to the Public Safety Committee.

CARRIED UNANIMOUSLY

13. OTHER BUSINESS

There was no other business brought before Council at this time.

14. RELEASE OF CLOSED MEETING DECISIONS

There were no items for public release at this time.

15. ADJOURNMENT

By unanimous consent, and without objection, the Open Council meeting adjourned at 6:22 p.m.

Mike Hurley, MAYOR

Nikki Best, CORPORATE OFFICER



SPECIAL COUNCIL MEETING

MINUTES

Monday, February 26, 2024, 2:00 p.m.
Council Chamber, City Hall
4949 Canada Way, Burnaby, BC

- PRESENT:**
- Mayor Mike Hurley
 - Councillor Pietro Calendino
 - Councillor Sav Dhaliwal
 - Councillor Alison Gu
 - Councillor Joe Keithley
 - Councillor Richard T. Lee
 - Councillor Maita Santiago
 - Councillor Daniel Tetrault
 - Councillor James Wang (*participated electronically*)
- STAFF:**
- Leon Gous, Chief Administrative Officer
 - Bob Klimek, Acting Chief Financial Officer
 - Dave Critchley, General Manager Community Safety
 - Juli Halliwell, General Manager Corporate Services
 - May Phang, General Manager Engineering
 - James Lota, General Manager Lands & Facilities
 - Mary Morrison-Clark, General Manager Parks, Recreation & Culture
 - Ed Kozak, General Manager Planning & Development
 - May Leung, City Solicitor
 - Nikki Best, Director Legislative Services / Corporate Officer
 - Blanka Zeinabova, Sr. Manager Legislative Services

1. **CALL TO ORDER**

Mayor Hurley called the Special Open Council meeting to order at 2:00 p.m.

2. **LAND ACKNOWLEDGEMENT**

Mayor Hurley recognized the ancestral and unceded homelands of the hə́nqə́mihəm and Skwxwú7mesh speaking peoples, and extended appreciation for the opportunity to hold a meeting on this territory.

3. **INFORMATION REPORT**

3.1 **DEVELOPMENT FUNDING PROGRAM (DFP) - PROPOSED DEVELOPMENT COST CHARGES AND AMENITY COST CHARGES**

The Deputy Chief Administrative Officer / Chief Financial Officer submitted a report providing Council with preliminary information regarding proposed Development Cost Charges (DCC) and Amenity Cost Charges (ACC), seeking approval of draft DCC and ACC rates, and a proposed DCC and ACC communications plan.

The General Manager Planning and Development introduced the Urban Systems consultants - Jessica Wang, Anita Chambers and Shaun Heffernan.

**Councillor Dhaliwal left at 2:02 p.m. and returned at 2:04 p.m.*

**Councillor Calendino arrived at 2:03 p.m.*

The General Manager provided a PowerPoint presentation summarizing the report by outlining the overview of DCC and ACC, financing tools available to municipalities, providing growth estimates for the next 25 years, program assumptions, summary of key inputs, benefit allocation approaches, and Municipal Assist Factor (MAF).

**Councillor Santiago left at 2:14 p.m. and returned at 2:15 p.m.*

Ed Kozak further outlined DCC and ACC program categories, DCC and ACC capital cost summary (over \$1.8 billion in DCCs, and 678 million in amenities - total \$2.5 billion with \$1.6 billion recoverable), single family dwelling (SFD) and two-family swelling (TFD) unit calculation (recommending 'per unit charge'), and draft DCC and ACC charges.

Jessica Wang, Urban Systems consultant, provided comparisons with other Metro Vancouver municipalities - high density (apartment) per unit, medium density (townhouse) per unit, and low density (SFD/TFD) per unit charges.

Council inquired regarding DCC and ACC categories charges clarifications.

**Councillor Santiago left at 2:29 p.m.*

**Councillor Wang arrived at 2:30 p.m.*

**Councillor Keithley left at 2:39 p.m. and returned at 2:42 p.m.*

**Councillor Wang left at 2:44 p.m. and returned at 2:45 p.m.*

**Councillor Calendino left at 2:56 p.m. and returned at 2:57 p.m.*

**Councillor Santiago returned at 2:58 p.m.*

**Councillor Wang left at 3:00 p.m. and returned in-person at 3:16 p.m.*

Jessica Wang continued with the comparisons of the commercial per m² gross floor area, industrial per m² gross floor area, and institutional per m² gross floor area charges.

In conclusion, the General Manager provided an overview of the City's communication strategy and next steps, noting that at the Special Council meeting on March 12, 2024, Council will be reviewing the final rates and on March 25, 2024, sending the DCC charges to the Ministry for approval, and expecting the DCC Bylaw be finally adopted by end of June.

**Councillor Tetrault left at 3:34 p.m. and returned at 3:37 p.m.*

Resolution No. S2023 - 004

THAT the report titled "Development Funding Program (DFP) - Proposed Development Cost Charges and Amenity Cost Charges", dated February 26, 2024, be received for information;

THAT DCC and ACC calculations for Single Family Dwellings and Two Family Dwellings on a per unit basis be reconsidered;

THAT the DRAFT ACC and DCC rates, as identified in Section 3.4 of the report, be approved; and

THAT the communications plan, as identified in Section 4.0 of the report, be approved.

CARRIED UNANIMOUSLY

Arising from discussion, Councillor Dhaliwal introduced the following motion:

Resolution No. S2023 - 005

THAT staff include industrial and institutional development for ACCs contributions in the Community Engagement.

CARRIED UNANIMOUSLY

4. ADJOURNMENT

By unanimous consent, and without objection, the Special Open Council meeting adjourned at 3:43 p.m.

Mike Hurley, MAYOR

Nikki Best, CORPORATE OFFICER



PUBLIC HEARING

MINUTES

Tuesday, February 27, 2024, 5:00 p.m.

VIA ZOOM OR IN-PERSON

Council Chamber, Burnaby City Hall

4949 Canada Way, Burnaby, BC V5G 1M2

- PRESENT:** Mayor Mike Hurley
 Councillor Pietro Calendino (*participated electronically*)
 Councillor Sav Dhaliwal
 Councillor Joe Keithley
 Councillor Richard T. Lee
 Councillor Daniel Tetrault (*participated electronically*)
 Councillor James Wang
- ABSENT:** Councillor Alison Gu
 Councillor Maita Santiago
- STAFF:** Johannes Schumann, Director Development, Neighbourhood Planning and Urban Design
 Blanka Zeinabova, Sr. Manager Legislative Services / Deputy Corporate Officer
 Kathryn Matts, Administrative Officer 2
 Ginger Arriola, Council Support Assistant

1. **NOTICE**

Notice of Public Hearing was given under Section 466 of the *Local Government Act*.

2. **CALL TO ORDER**

Mayor Hurley called the Public Hearing to order at 5:01 p.m.

Mayor Hurley recognized the ancestral and unceded homelands of the hə́nqə́mihəm and Skwxwú7mesh speaking peoples, and extended appreciation for the opportunity to hold a meeting on this territory.

The Deputy Corporate Officer reviewed the purpose of a public hearing and public participation instructions.

3. **ZONING BYLAW AMENDMENTS**

3.1 **Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 1, 2024 - Bylaw No. 14636**

TEXT AMENDMENT

Purpose: To propose a number of amendments to the parking and loading sections of the Burnaby Zoning Bylaw in response to the Transit-Oriented Development Parking and Transportation Demand Management Policy, and recent changes to the *Local Government Act*.

Two (2) letters were received in response to the proposed rezoning application:

1. Pierce Burns, 4365 Dollar Road, North Vancouver
2. Haider Zaka, 7063 Hall Avenue, Burnaby

**Councillor Calendino arrived at 5:06 p.m.*

No speakers appeared before Council in-person or through the online webinar in support or opposition to the proposed rezoning application.

THAT this Public Hearing for Text Amendment, Bylaw No. 14636 be terminated.

CARRIED UNANIMOUSLY

4. **ADJOURNMENT**

THAT the Public Hearing meeting adjourn at 5:08 p.m.

CARRIED UNANIMOUSLY

Mike Hurley, MAYOR

Blanka Zeinabova,
DEPUTY CORPORATE OFFICER

| |
|------------------------------|
| DELEGATION MARCH 11, 2024 |
|------------------------------|

From: [City of Burnaby](#)
To: [LegislativeServices](#)
Subject: Webform submission from: Appear as a Delegation #215
Date: Wednesday, February 7, 2024 12:02:25 PM

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 Wed, 02/07/2024 - 12:02
Submission # 215

Submitted values are:

What meeting would you like to appear at?
Council

Name
Enda Brophy

Organization name (if applicable)
Contract Worker Justice @SFU

Title (if applicable)
Associate Professor

Address
Redacted as per FOIPPA
Section 22

Phone number
Redacted as per FOIPPA
Section 22

Email address
ebrophy@sfu.ca

Speaker(s)
Enda Brophy, Nouah Ishaq

Reason for appearance

We are requesting the council's endorsement of our campaign demands and principles (<https://contractworkerjusticesfu.ca/demands/>), the most important one of which is to bring contract food and cleaning services workers at SFU in-house as direct employees of SFU so they can have the same rights and benefits as other workers on campus. We would like to present on March 11 if possible.

| |
|------------------------------|
| DELEGATION MARCH 11, 2024 |
|------------------------------|

From: [City of Burnaby](#)
To: [LegislativeServices](#)
Subject: Webform submission from: Appear as a Delegation #219 / MARCH 11
Date: Wednesday, February 28, 2024 3:59:31 AM
Attachments: [Addressing Canadian Food Security - Summary \(Feb9\).pdf](#)

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 Wed, 02/28/2024 - 02:24
Submission # 219

Submitted values are:

I have read and understand the above statements.

Yes

I consent to having my contact information collected and published publicly online as part of the permanent public record in accordance with the BC Freedom of Information and Protection of Privacy Act.

Yes

Are you a resident of Burnaby?

I am a resident of Burnaby

Pronouns

He/him/his

I wish to appear before:

City Council

Name

Alastair Gregor

Name of the organization or agency you are representing (if applicable)

The Food Charity Association of Canada - A nonprofit group

Full name(s) and title(s) of speaker(s)

Jason O'Brien and Alastair Gregor

Phone number

Redacted as per FOIPPA Section 22

Email address

agregor@bluegoldlabs.com

Full mailing or residential address

Redacted as per FOIPPA Section 22

My delegation addresses matters related to

A request to action

What is the intended title of your delegation?

Addressing Food Security in Burnaby - A Greenhouse Initiative

Details about your appearance

Good day Blanka, we had a very good meeting yesterday 27th Feb, with Mayor Mike Hurley, Sarah Alexander, and others. They requested we make a formal 5-minute presentation of our project, and request for access to City land, in front of City Council on March 11th.

We are a nonprofit group addressing local food security by way of us providing a high-tech, next generation greenhouse with a large Solarwind food storage pantry, which may be accessed to receive foods for the use by food hubs, and other nonprofit food groups in Burnaby.

We are looking to create a farm that supports the employment of those with disabilities, and others who are marginalized within our society, including fringe employment of seniors and youth. We are looking to provide local organically grown food to the Burnaby food hubs, and to collaborate with Burnaby schools creating food education programs, and community workshops. To create a safe, and inclusive gathering place that helps strengthen and sustain a thriving, resilient community through food security, and sustainable food systems.

Part of our mandate is for the environmental restoration of land, as well as the genetic preservation of traditional food species, growing, harvesting, cultural uses, practices, knowledge, and education thereof. We would seek further to work with the City of Burnaby to apply these principles to other parcels of land they may have for this preservation and restoration process, and to strengthen local food production.

To launch this initiative, we are formally asking for request for access to at least two acres of City land, preferably land that is within the ALR that may be utilized to the benefit of Burnaby residents and visitors for years to come.

Thank you for your consideration of our presentation proposal.

Attachments

[Addressing Canadian Food Security - Summary \(Feb9\).pdf](#)

Addressing Canadian Food Security with AgClean Greenhouses and Solar Wind Food Pantries

Executive Summary - Pilot Project (1)

Problem

Food bank usage in Canada has surged, with nearly 2 million Canadians relying on them monthly. Despite over 40% of the distributed food being fresh, food banks face challenging demands in distributing more fresh food due to insufficient refrigeration storage and rapid over-ripening of produce. They note that Metro Vancouver estimates 13,000 tonnes of fresh healthy food is thrown out every year in the region, this storage capacity is a challenge we want to address.

Solution

This pilot project aims to tackle this demand for critical storage, by initially introducing two 'Solarwind Food Pantries' with two community greenhouses in two distinct locations. The entire project is designed as net-zero renewable energy project, utilizing solar and vertical wind power. The huge 2,800 ft³ refrigeration storage pantries extend the shelf life of produce, reduces food waste, and improves access to fresh produce. The community greenhouses, using up to 90% less water, will not only ensure access to fresh foods, but also create local jobs and provide much needed farm-skills training.

Proponents

This project, in collaboration with the Greater Vancouver Food Bank, and the Disabled Independent Gardeners Association (DIGA), will demonstrate the social, economic, and health benefits to the community. By helping increase the focus of food banks on distributing fresh food, we aim to ensure that as much as 60% of all food distributed by Canadian food banks is fresh; this will measure a 50% rise from their current status. <https://foodbankscanada.ca/focus-on-fresh/>

Socio-Economic Benefits and Purpose

This project marks a clear transformative juncture for food security in Canada. We're pioneering economic Ag-initiatives aimed at reducing poverty and enhancing food security, by establishing technologically advanced community farming operations. The harvested produce not only generates profits by sales to restaurants and grocery stores, but also support food banks and associated charities, reducing their economic outlay, and creating a sustainable cycle of benefits.

1. **Increased food security and access to fresh produce:** Greenhouse businesses can help improve food security by providing fresh produce to the local community, including low-income families and individuals who may not have access to fresh fruits and vegetables. This can help improve the health and well-being of the community. As a pilot project this project can be replicated throughout Canada on or off the power grid.
2. **Job creation:** Greenhouse businesses can create jobs for Canadians in the local community, a program packed with opportunities for learning and connecting, which can help reduce unemployment and poverty. The wide variety of jobs created range from entry-level positions to skilled positions such as greenhouse managers and all the way up to highly skilled PhD Horticulturists.

| | | |
|--|-------------|-------------------------|
| Construction Labour Cost (both facilities) | \$2,200,000 | (15-18 fte equivalents) |
| Operating Staff (both facilities) | \$1,600,000 | (18-25 fte equivalents) |

3. **Education and training:** A community greenhouse serves to provide discovery, education, and training opportunities for community members, including youth and older adults. This can help build skills and knowledge in areas such as horticulture, business management, and marketing. This could lead to fully trained employees opening their own greenhouse projects in time across the country, improving upon food security in Canada.

¹ A comprehensive project feasibility report is attached. (Addressing Canadian Food Security Proposal)

4. **Community engagement:** Greenhouses serve as a hub for community engagement and social interaction. It can provide a space for community members to come together and participate in activities such as gardening, cooking, and nutrition education. It can allow expansion of destination farm stores for the community to come and experience the benefits firsthand.
5. **Special needs employment:** A greenhouse business provides employment opportunities for people with disabilities. This can help reduce the unemployment rate among people with disabilities and provide them with a sense of place, purpose, and pride, opening further skills training. This also reduces the drain on community resources providing more money for other services.
6. **Environmental benefits:** A zero-energy greenhouse business has environmental benefits such as reducing the carbon footprint of food production by growing food locally and reducing transportation emissions. It can also promote sustainable agriculture practices such as using solar and wind power generation, composting, soil development, and water conservation.
7. **Social inclusion benefits:** Greenhouse projects can promote social inclusion and community engagement by providing opportunities for people from diverse backgrounds to work together towards a common goal. They can also provide a sense of purpose and belonging for individuals who may feel isolated or marginalized and help build relationships. The social impacts have far-reaching benefits, the people are happier and more engaged in the community. This has shown to reduce domestic violence freeing up the associated resources of police, ambulance, medical, shelters, social workers, and so forth, thereby reducing the economic layout.
8. **Health benefits:** Greenhouses have health benefits such as improving mental health and reducing stress. They also provide opportunities for physical activity and outdoor recreation.
 - a) **Mental health benefits:** Greenhouses have a positive impact on mental health by providing opportunities for stress relief and relaxation. Gardening has been shown to reduce symptoms of anxiety and depression and improve overall mood.
 - b) **Physical health benefits:** Greenhouses provide opportunities for physical activity and outdoor recreation. Gardening is a low-impact form of exercise that can help improve cardiovascular health, strength, and flexibility.
 - c) **Nutritional benefits:** Greenhouses improve access to fresh locally grown produce, which can improve dietary habits, reduce obesity rates, and contribute to overall public health. They can also help improve overall nutrition and health. Eating a diet rich in fruits and vegetables has been linked to a reduced risk of chronic diseases such as heart disease, diabetes, and cancer.
 - d) The overall economic benefit is a healthier society that utilizes less community resources, freeing up critical services, reducing costs, and creating a happier, more inclusive, harmonious society.
9. **Environmental Stewardship:** The project is designed as a net-zero renewable energy project using solar and wind power. The greenhouses provide all the benefits mentioned above, and the huge Solarwind Food Pantry's enable food banks to receive large amounts of fresh produce and store it properly for effective distribution to those in need. This helps to eliminate food waste, as well as reduce the carbon miles food must travel to communities as their needs are now being met by the local greenhouses.
10. **Accessibility:** This greenhouse project aims to achieve RHFAC certification, ensuring our buildings are inclusive for individuals with disabilities, thereby attracting a more diverse range of visitors, staff, and customers, and enhancing access for all. <https://www.rickhansen.com/become-accessible/rating-certification>

The Team Experts

A diverse team with extensive engineering experience, and strong expertise in the greenhouse industry.

Alastair Gregor – Chairman, CIO, Business Development. Alastair is a serial entrepreneur, and market visionary, with a proven ability to bring together the right team and lead them to successful mission execution. He is an award-winning greenhouse designer, experienced in closed environment agriculture, and greenhouse horticulture technologies.

Russell Jones - Operations and Brand Growth. Russ, is an expert in complex mechanical engineering, and has a keen focus on cutting-edge technology. His entrepreneurial spirit has led him to establish successful businesses and brands across diverse sectors, including food and beverage, import-export, mining, and luxury. Notably, he was instrumental in introducing Red Bull to the Canadian market.

Ron Ackroyd - Senior Professional Engineer – Ron Ackroyd holds a Master's Degree in Environmental Engineering from the University of Alberta and has over 20 years of experience in plans development, civil and structural engineering. Skilled in Land Development, Value Engineering and Environmental Compliance.

Quintin Gregor – Technology Management and Software Development. Mr. Gregor holds a Masters Degree in Business and Technology Management from Georgia Tech and is a world-class Information technologist and software developer, with over 40 years of experience with large data analytics and software control systems to enable optimized and predictive growth strategies.

Kenan McLaren – LEED Building Engineer, Automation Specialist. Kenan is a high-performance building specialist who has worked in the field of Agricultural Automation for many years, and has designed a fully automated system for soil farming. He recently completed the automation for the new Canada Post facility in Richmond, BC.

Implementation Timeline

Pilot Program Grant Approval Feb 2024

Stakeholder Workshop Mar 2024

Needs assessment and location Feb/Mar 2024

Schematic design March 2024

Site preparation Jun 2024

Construction July 2024

End of Project Installation Sept 2024

Project Completion Feb 2026

AgClean Greenhouse System Advantages

AgClean material offers significant advantages:

- It is extremely low weight compared to glass, it has exceptional light transmission, especially in the UV spectrum, it has a non-stick self-cleaning effect, strong elasticity, long service life, and provides long-term sustainability.
- It promotes improved growth efficiency of fruits, vegetables, and plants, while reducing operations costs.
- Unlike commonly used coverings - polyethylene, polycarbonate and acrylic glazing, AgClean film allows the full spectrum of solar light to pass through to the growing area, this translates into healthy and nutritious produce.
- 30–50-year lifespan or more. It is easily recyclable and long-lasting, holding up to extreme climatic conditions. It is cost-effective to produce and has a low-energy manufacturing and transportation process, thanks in large part to its light weight at 1% the weight of glass.

Solar Wind Food Pantries

2,800 ft³ 'Solar Wind Food Pantries' utilize UVC-Light systems to prevent the accumulation of ethylene gas, a natural ripening agent. This extends the freshness and shelf life of the produce stored within these units.

AgClean, allows the transmittance of full-spectrum light into the greenhouse enhancing the production of plant flavonoids and terpenes. These compounds are crucial for creating nutrient dense, flavorful, aromatic, colorful produce, with a stable long shelf-life.

The socio-economic impact of these technologies is significant. By extending the shelf life of produce, we reduce food waste, increase the availability of fresh food, and help lower prices. This not only has powerful potential economic benefits, but also contributes to healthier communities reducing the demands on health services.

Key Applications:

Food Banks

Farming Communities both urban and rural

Logging, Mining, and O&G Camps

Military encampments, and Penitentiaries

Warehouse and Box Store Roofs

Parkade Roofs

... Solarwind pantries are ideal to be used anywhere for the storage of large quantities of perishable items.

Why an AgClean Greenhouse?



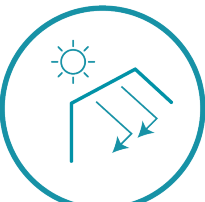
Energy Savings

Designed as a zero-energy pilot project using wind and solar. The greenhouses are energy efficient growing environments for sustainable and abundant year-round growing. Energy-efficiency has an immediate and dramatic impact on your profit and ability to grow. It also enables applications in off-grid communities that are diesel dependent.



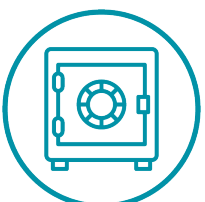
Higher Yields

An energy-efficient greenhouse resists temperature fluctuations. While saving money in heating / cooling costs, it also creates a more stable environment for growing crops. That means less stress on plants, and in turn producing 20%+ higher yields, using less energy.



More Light

The greenhouses are designed for the length to be South facing, with a reflective interior North wall, adding to the total light available for the plants. This light is a diffuse light that is easy for the plants to absorb and use, which leads directly to higher yields and higher production levels.



A Protected Investment

The greenhouses are prepared for whatever the environment throws at them. We have rated structures for extreme environments. All of our greenhouses are engineered to work 365 days a year. Designed for specific local geological and atmospheric site conditions by a licensed structural engineer.



Whole Systems Approach

We are more than just a greenhouse company. We are there for our clients every step of the way, from navigating the design process, engineering to local codes, customizing greenhouse environmental controls to suit the desired climate and growing goals and collaborating with our General Contractor through the build process. Every system is designed from the ground up using the highest quality materials and equipment to ensure a long-lasting return on investment.

Financial Plan

| Description | Project Costs | Description | Project Financing |
|---|-------------------|---------------------------------|-------------------|
| | | 1st project finance | |
| Land Cost (proponent contribution) | 2,000,000 | Land Contribution | 2,000,000 |
| Base Cost (Green house) | 460,000 | Federal Government | 2,228,650 |
| Shipping | 69,000 | Provincial Government | 2,228,650 |
| Engineering | 204,000 | Total (net taxes/duties) | 6,457,300 |
| Components & Upgrades | 887,000 | | |
| Greenhouse Construction | 1,102,000 | | |
| Greenhouse Cost subtotal | 4,722,000 | 2nd project finance | |
| Contingency (15%) | 708,300 | Land Contribution | 2,000,000 |
| Total Greenhouse Cost | 5,430,300 | Federal Government | 1,852,500 |
| | | Provincial Government | 1,852,500 |
| Solarwind Food Pantry | 206,000 | Total (net taxes/duties) | 5,705,000 |
| | | | |
| Solar and Wind Power | 821,000 | | |
| Total Project Cost (net taxes) | 6,457,300 | | |
| | | | |
| 2nd greenhouse cost (net taxes) | 5,705,000 | | |
| | | | |
| Total Project Cost of 2 packages | 12,162,300 | Combined Projects | 12,162,300 |

Notes

1. To complete 2 greenhouse packages there will be cost savings of 11%.
2. The value of the land supplied by the proponent will be appraised and used as an equity contribution.
3. Equity contribution estimated at 15-20% of total cost.
4. Detailed calculations can be reviewed in feasibility study document attached.

Financial Sustainability

The most important aspect to any business is the ability for it to self supporting, to be sustainable, to show clear growth, and to attract a strong consumer base who become cheerleaders for the brand.

Today's consumer would like to buy produce with the following attributes: competitively priced, locally grown, tastes fresh, and is healthy, available at same location where other shopping is currently done – "one-stop shopping", and has year-round availability.

This project is building four-seasons greenhouses that will operate year-round. Yet, 63% of greenhouses are closed in the winter because of exorbitant heating costs. Designed as a Net-Zero project we have advanced Solar and Wind Generation that is designed to produce all the power we require; in addition, we will be connected to the grid and may have the opportunity to sell power back into the grid if we don't require it.

Greenhouses only take up 0.01% of BC's farmland but produce 11% of BC's total agriculture production. A conventional farm produces usually one crop a year, whereas we continually grown all year, and can grow upwards of 12 crops or more a year in some cases. Thereby our cost of production is considerably lower than a traditional farm, it's volume of production allows for competitive pricing to the consumer with other vegetables and sides. This allows our greenhouse operation to be completely sustainable and self-supporting year-round.

The type of greenhouse we are building is a High Yield closed environment greenhouse, it produces much higher volumes than your standard greenhouse and as such our cost of productions are lower, generating greater revenues.

A standard greenhouse has a life of about 15-years, our greenhouses are designed to last for a minimum of 30-years and we expect our greenhouses to be producing 50-70 years from now with minimal retrofit requirements.

Energy and Heat Reduction Planning

During the summer months, especially on hot days, it is not unusual for the crops to get heat stressed creating losses. We are working with 3M and we will be the first greenhouse in the world to use a specialized infrared blocking film, which will block up to 80% of the thermal heat gain in a greenhouse, this vastly lowers power consumption costs during the summer. It also enables us to bring in all the sunshine without the heat, thereby keeping the plants in their optimum growing zone of 63-74°F. In line with the BC Greenhouse Growers Association's recommendations, we can grow a variety of produce that is in high demand and brings in a solid revenue stream.

Community Greenhouses: A Thriving Blueprint Towards Canadian Food Security

These greenhouses have the potential to be scaled and replicated in other communities, contributing to food security and economic development on a broader scale across Canada. "I am confident that these community greenhouses will thrive, having a lasting and positive impact on the aforementioned charities, and the broader community. I am hoping with the success of these greenhouses, that they become the standard for many further communities across Canada to address food security." ~ Ken Clegg, BC Greenhouse Council, Work Safe BC.

"Thank you for your interest and support of this project."

Alastair Gregor, Project Chairman



Meeting March 11, 2024

File: 61100-20

COUNCIL REPORT

TO: MAYOR & COUNCILLORS

FROM: DEPUTY GENERAL MANAGER PARKS, RECREATION AND CULTURE

SUBJECT: **DEER LAKE TRAIL LOOP – CONNECTED PATHWAYS**

PURPOSE: To obtain Council approval to proceed with the proposed concept design for a new pedestrian bridge and connecting pathways around Deer Lake Trail Loop as outlined in this report.

RECOMMENDATION

THAT approval be given to the concept design for the Deer Lake Park pedestrian bridge, as outlined in the report titled “Deer Lake Trail Loop – Connected Pathways” dated March 11, 2024 with a Class C design and construction cost estimate of \$3,700,000 (excluding GST).

1.0 POLICY SECTION

The advancement of this project aligns with the following Council adopted policies: Corporate Strategic Plan (2017), Regional Context Statement (2013), Official Community Plan (1998), the Environmental Sustainability Strategy (2016) and the Deer Lake Park Management Plan (1999).

2.0 BACKGROUND

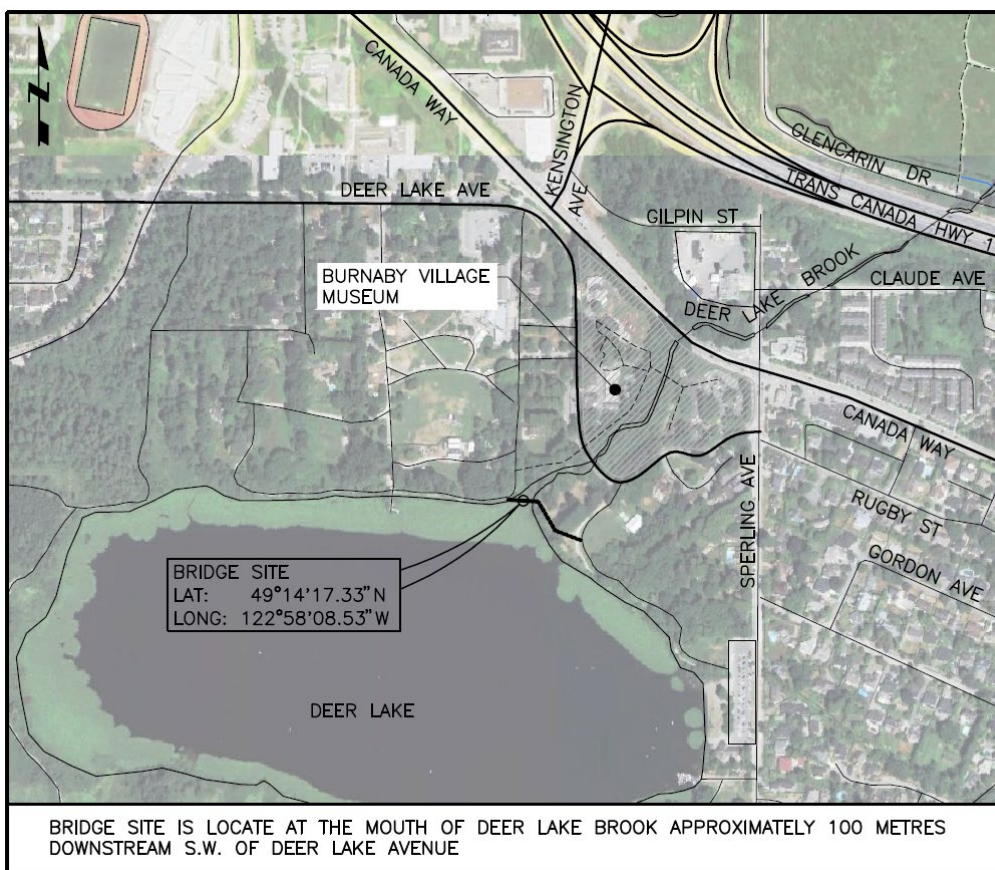
Deer Lake Park is one of Burnaby’s premier destinations. It attracts over 600,000 visitors each year and is prized for its recreational, cultural and environmental value. Over many years, the City has developed the boardwalk and Deer Lake Trail Loop to make the lake more accessible for users. However, the trail does not have a continuous water’s edge route around the lake and pedestrians must exit the trail and walk along Deer Lake Avenue to cross the Deer Lake Brook.

In 2023, staff initiated planning for a new pedestrian bridge to be built on the northeast side of Deer Lake, connecting the existing lake side trail on each side of brook. As part of the 2024-2028 Financial Plan, staff included a capital funding request to support the construction of this new bridge and are now seeking Council approval of the preliminary design concept.

3.0 GENERAL INFORMATION

The preliminary concept design for the bridge consists of a 36.4-meter long, single-span feature bridge that will provide connectivity across the mouth of the lake, connecting to

the existing boardwalk and trail and enhancing the safety and experience of park visitors.



While the improvements are relatively minor, this is a complex project largely due to the fact that the project area has been identified as both environmentally and archeologically sensitive. Given this, careful consideration has been made during the preliminary design process and it is anticipated that the project timeline will be extended as various provincial and federal permits and an Archeological Impact Assessment (AIA) will be required prior to construction.

The main considerations in defining the recommended design option(s) include safety, accessibility, minimizing any disturbance to ecologically sensitive areas and local wildlife during and after construction, enhancing the natural environment and park beautification, capital and operating cost impacts, minimizing maintenance requirements and improving the overall user experience.

3.1 Concept Design

The concept design (Attachment 1) includes a truss bridge with a 3-meter wide deck, which is consistent with current dimensions of the trail and boardwalk and meets the growing circulation capacity needs of the users. The project consists of a 36-meter clear

span deck over Deer Lake Brook, complemented by a 100-meter boardwalk to the east and a 35-meter boardwalk to the west, facilitating connection to the current trail. This design will ensure a seamless transition and appropriate integration with the existing trail. The proposed alignment minimizes disturbance to existing trees and sensitive ecological areas. Composite materials would be prioritized to reduce the impact of weather and environmental conditions, with a 75-year lifespan and minimal annual maintenance costs.

Staff also examined a second bridge option with a 4-meter wide deck; however, this increased the costs by nearly 30% to \$5.1 million and has the potential to cause increased disruption to the ecologically sensitive area and wildlife. Given this, staff are recommending the concept design as discussed in this report.

3.2 Project Timeline

Given the complexities associated with this project as noted above, staff anticipate this project could take at least 12-24 months to complete, subject to obtaining permits related to environmental and archeological aspects of this site.

Staff recognize the need and community value of connecting the trail network through this pedestrian bridge project and are working to advance it as quickly as possible. Staff are utilizing a design-build delivery method for this project, which will allow the requirements and performance specifications to be developed, enabling early involvement of the contractor to expedite construction following the receipt of all necessary permits.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

As required by provincial legislation, staff will also be engaging with First Nation Communities regarding this project through the AIA process as noted above. Regular project updates will also be shared with the broader community through the project webpage.

5.0 FINANCIAL CONSIDERATIONS

The Class C construction estimate of the bridge is \$3.7 million (Attachment 2) is broken down as follows:

| | |
|---------------------------------|----------------|
| Mob, bridge structure & prep. | \$1.4 M |
| Boardwalk/pathways | \$1.1 M |
| Contingency, project oversight, | \$1.2 M |
| Owners Eng services. | |
| Estimated Total = | <u>\$3.7 M</u> |

This capital project is included in the 2024-2028 Financial Plan under Parks, Recreation & Culture, Parks Facilities – Deer Lake Pedestrian Foot Bridge with a budget of \$1,750,000. As the project is planned to be completed in 2025/2026, the remaining

\$1,950,000 required to complete this project will be requested as part of the 2025-2029 budget cycle.

In addition, operating costs tied to this capital project would also be included in the 2025-2029 budget cycle, however, they are expected to be minimal given the composite materials being considered, which require less maintenance over time.

Respectfully submitted,

Carmen Gonzalez, Deputy General Manager Parks, Recreation and Culture

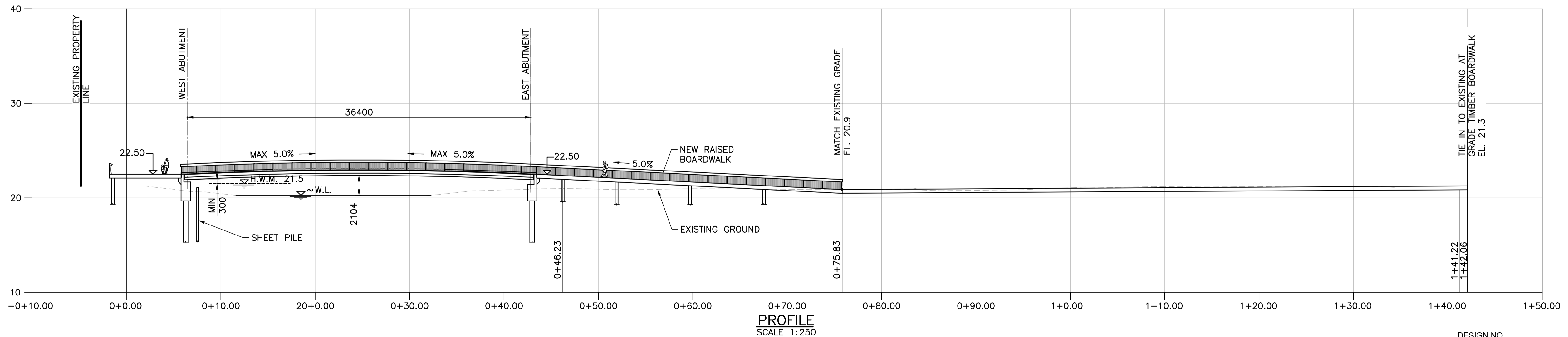
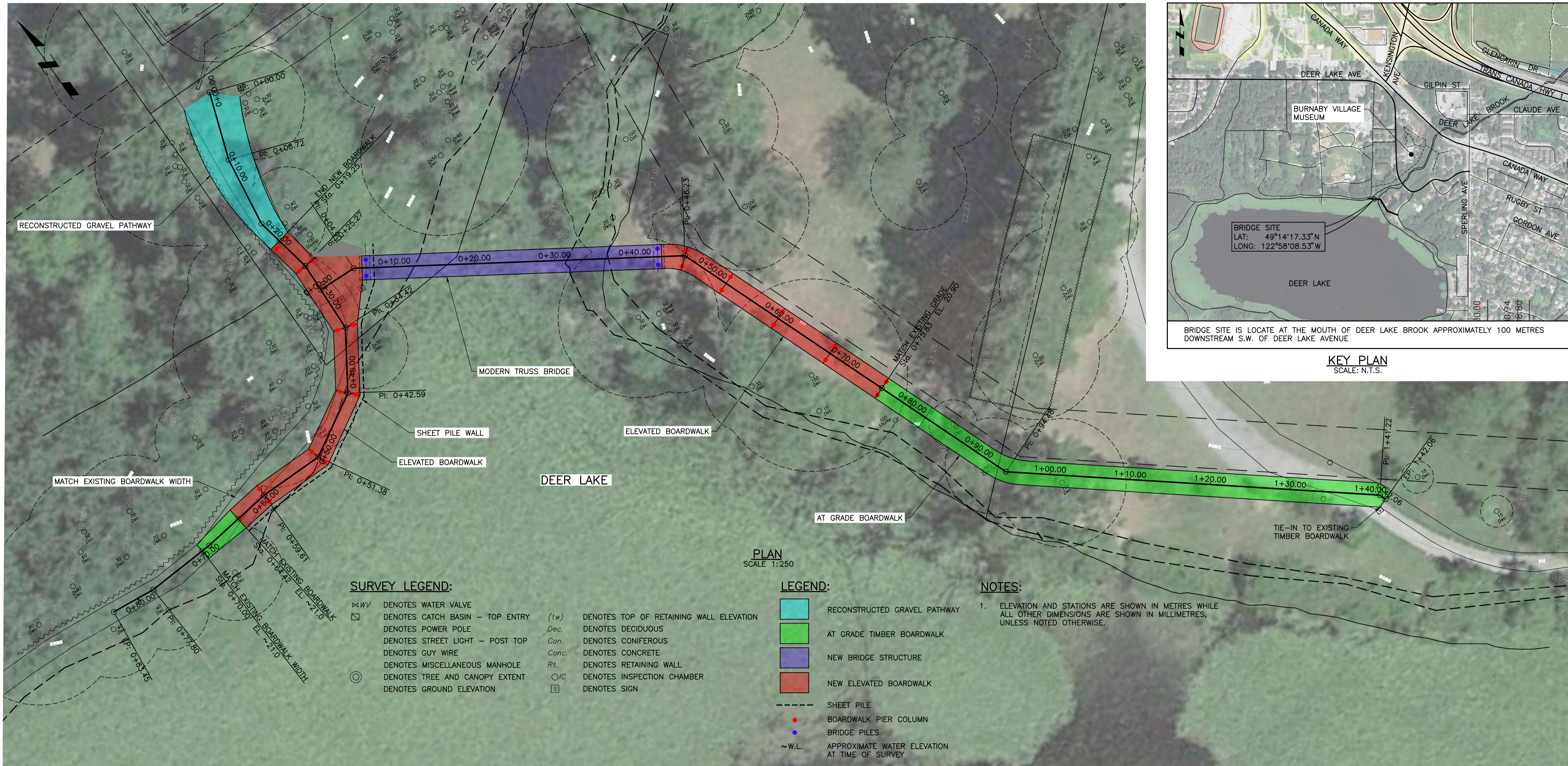
ATTACHMENTS

Attachment 1 – Plan and Profile of Proposed Concept Design

Attachment 2 – Class C Cost Estimate for Proposed Concept Design

REPORT CONTRIBUTORS

This report was prepared by Isabel Londono, Project Manager PRC PMO, and reviewed by Sarah Kosari, Senior Manager PRC PMO; Bob Farahani, Director PRC PMO & Enterprise Services; Heather Edwards, Manager Parks Plan., Design & Dev. ; Andre Isakov, Director PRC Planning; Steve Bruneau, Director Parks.



PLOT DATE: February 9, 2024

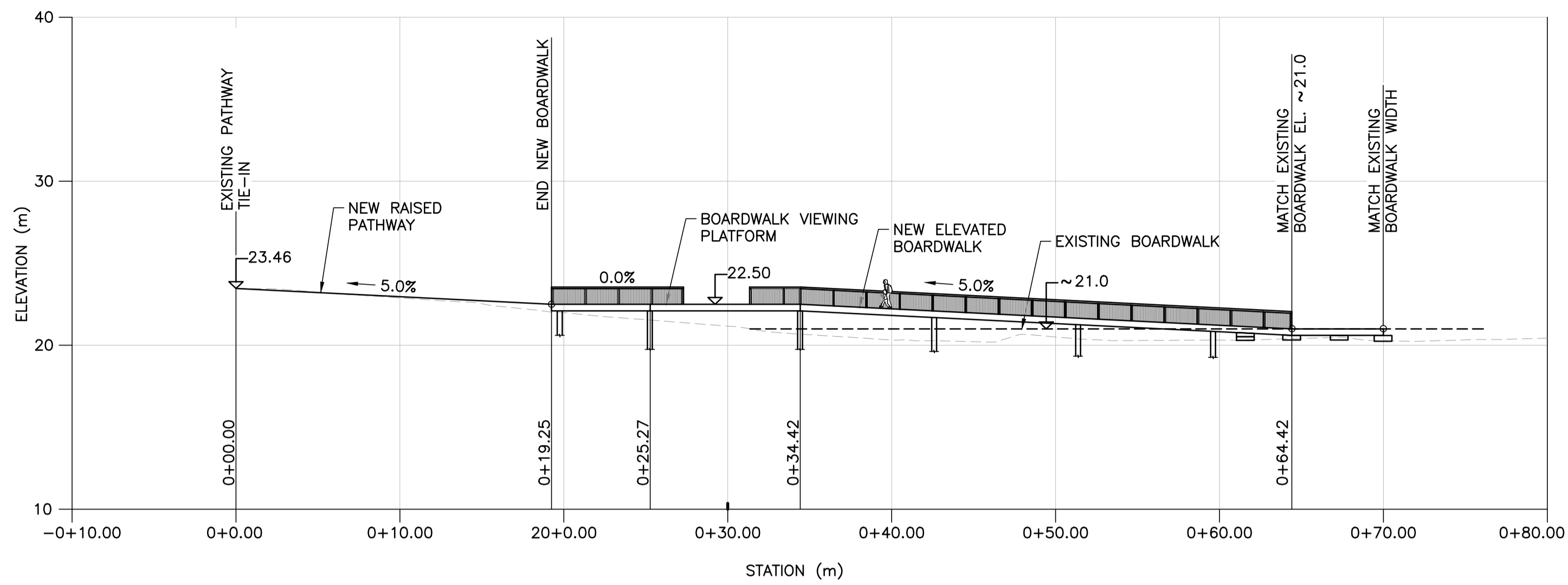
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| 0 | FOR INFORMATION ONLY | 2024-02-09 | JK | SK |
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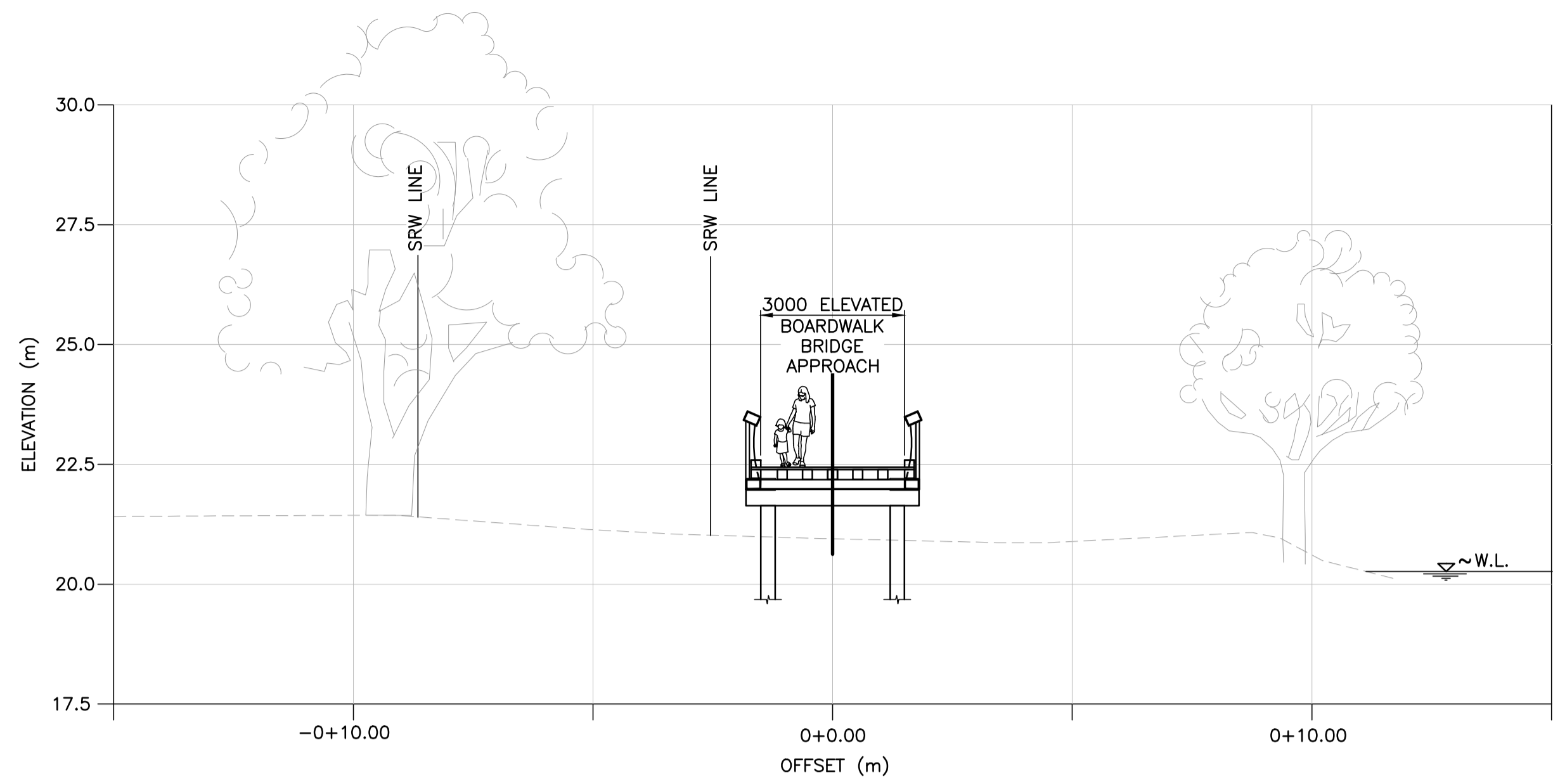
DEER LAKE BROOK PEDESTRIAN BRIDGE
PLAN AND PROFILE



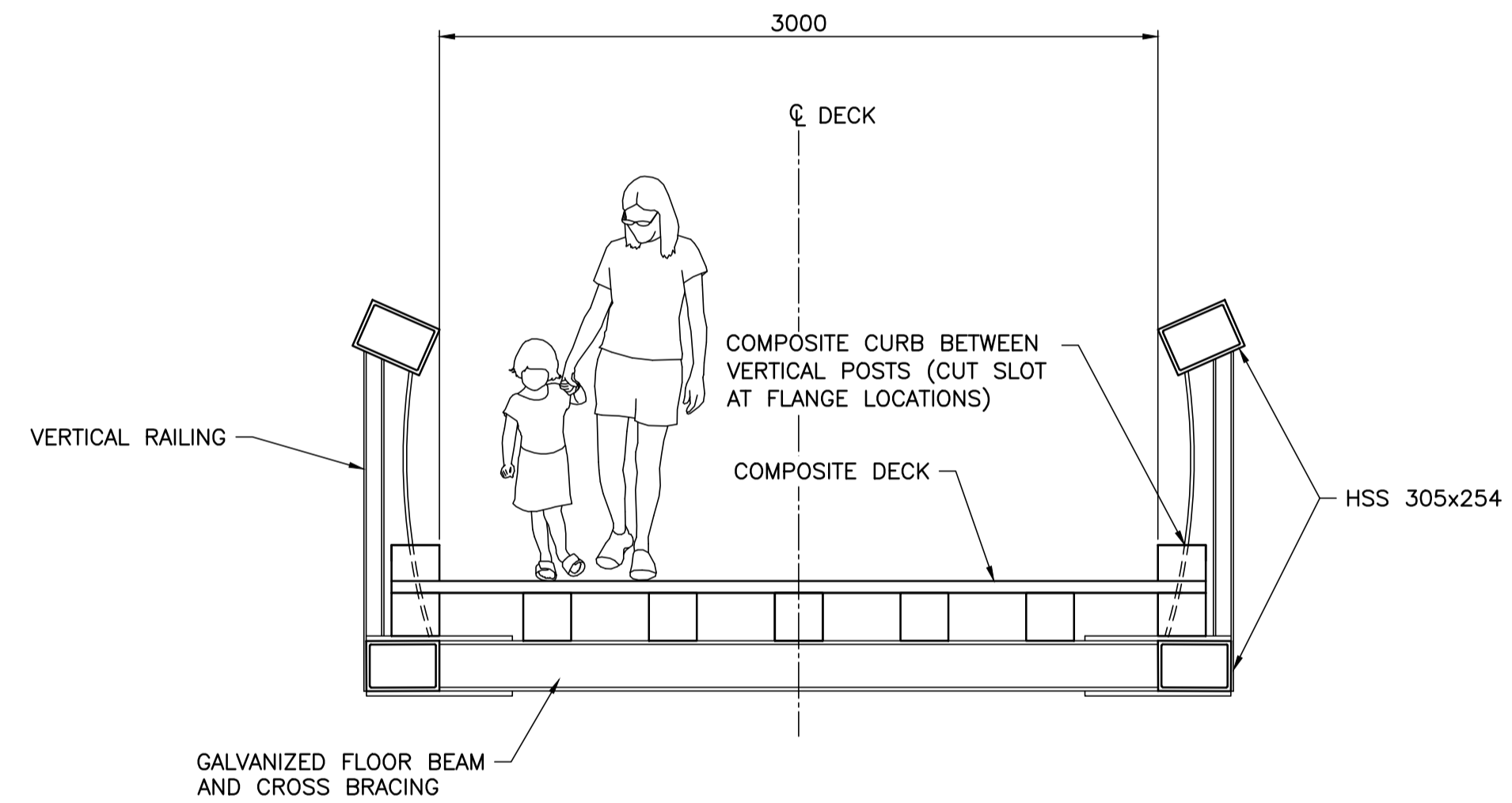
| DESIGN NO. | | DATE | 2024-02-09 | DWG. NO. |
|------------|----------|-------------|------------|----------|
| SCALE | AS SHOWN | DATE | 2024-02-09 | 01 of 02 |
| DRAWN BY | JK | DESIGN BY | SK | |
| CHECKED BY | SK | APPROVED BY | SAL | REV. |
| | | | | 0 |



BOARDWALK PROFILE
SCALE 1:250



TYPICAL SECTION — ELEVATED BOARDWALK
SCALE 1:100



TYPICAL SECTION — BRIDGE
SCALE 1:25

PLOT DATE: February 9, 2024

| REV NO | REVISIONS | DATE | DRAWN | APPRD |
|--------|----------------------|------------|-------|-------|
| 0 | FOR INFORMATION ONLY | 2024-02-09 | JK | SK |
| | | | | |
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DEER LAKE BROOK PEDESTRIAN BRIDGE
BOARDWALK PROFILE AND TYPICAL SECTIONS



| SCALE | | DESIGN NO. | | DWG. NO. |
|------------|----|-------------|------------|----------|
| AS SHOWN | | DATE | 2024-01-11 | |
| DRAWN BY | JK | DESIGN BY | SK | 02 of 02 |
| CHECKED BY | SK | APPROVED BY | SAL | |
| | | | | REV. 0 |



MORRISON HERSHFIELD

Date: January 15, 2024

MH Job No. 2301275.00

Project: Deer Lake Brook Pedestrian Bridge

Client: City of Burnaby

Cost Estimates: 3m clear width

Conceptual Design - Construction Cost Estimates

| Item# | Description of Work | Unit of Measure | Approx. Quantity | Unit Price | Extended Amount |
|-----------|--|-----------------|------------------|------------|--------------------|
| 01 | SECTION 1 - GENERAL | | | | |
| 01.01 | Mobilization (10%) | L.S. | 100% | L.S. | \$202,050 |
| 01.02 | Quality Management (2%) | L.S. | 100% | L.S. | \$40,410 |
| 01.03 | Traffic Management (1%) | L.S. | 100% | L.S. | \$20,205 |
| 01.04 | Protection of the Environment (5%) | L.S. | 100% | L.S. | \$101,025 |
| 01.05 | Contractor's Engineering Fee (8%) | L.S. | 100% | L.S. | \$161,640 |
| 02 | SECTION 2 - Pedestrian Bridge | | | | |
| 02.01 | Basic Bridge - Including Foundation and Abutment | Square Metre | 111 | \$8,000 | \$888,000 |
| 03 | SECTION 3 - Boardwalk & Pathway | | | | |
| 03.01 | East Side Boardwalk with Railing | Square Metre | 99 | \$3,000 | \$297,000 |
| 03.02 | East Side On-Grade Pathway & Tie-In | Square Metre | 198 | \$1,000 | \$198,000 |
| 03.03 | West Side Boardwalk & Deck with Railing | Square Metre | 144 | \$3,000 | \$432,000 |
| 03.04 | West Side On-Grade Pathway & Tie-In | Square Metre | 18 | \$1,000 | \$18,000 |
| 03.05 | West Side Gravel Pathway reconstruction | Square Metre | 75 | \$500 | \$37,500 |
| 03.06 | West Side Sheet Pile Retainment | Linear Meter | 50 | \$3,000 | \$150,000 |
| | TENDER PRICE ESTIMATE | | | | \$2,545,830 |
| | Contingencies (30%) | | | \$763,749 | |
| | Owner Engineering Services (4%) | | | \$101,833 | |
| | Construction Supervision (8%) | | | \$203,666 | |
| | Utility Relocation Contingency | | | \$100,000 | |
| | ASSOCIATED CITY COST ESTIMATES | | | | \$1,169,249 |
| | TOTAL TENDER PRICE AND ASSOCIATED CITY COST ESTIMATES | | | | \$3,715,079 |



Meeting March 11, 2024

File: 54000-30

COUNCIL REPORT

TO: MAYOR & COUNCILLORS

FROM: DEPUTY GENERAL MANAGER PARKS, RECREATION AND CULTURE

SUBJECT: MINTARA EVENT CENTER – OUTDOOR SEATING EXPANSION

PURPOSE: To seek approval for the proposed final design of the Mintara Event Center outdoor seating expansion and to provide gazebo design options for information.

RECOMMENDATION

THAT approval be given to the final design of the Mintara Event Center outdoor seating expansion, as outlined in the report titled “Mintara Event Center – Outdoor Seating Expansion” dated March 11, 2024.

1.0 POLICY SECTION

The advancement of this project is aligned with the following Council-adopted policies, plans and strategies: Burnaby Economic Development Strategy (2007) and the Corporate Strategic Plan (2017).

2.0 BACKGROUND

Located atop Burnaby Mountain, Mintara Event Center sits adjacent to the Centennial Rose Garden and offers views of the Burrard Inlet, the Coast Range Mountains as well as the many cities across the metro Vancouver region. Its unique mountain top location, setting and capacity make it a popular venue for various types of events and special occasions. As a profitable service, it also aligns with the City’s core values and helps to offset costs associated with other subsidized programs within Parks, Recreation and Culture (PRC).

In 2019, the third-party operators of the facility decided not to renew its lease and Council directed PRC staff to add the operation to its suite of food service offerings for residents and visitors. At this time, the Event Center’s interior was renovated and transformed into a desirable and unique Event Center and special event venue, with future plans to invest in an expanded outdoor patio.

In January 2022 Council gave approval for the upgrade and expansion of the outdoor patio at Mintara Event Center. Mintara re-opened to the public after renovations in the summer of 2022. Since then staff have gained a better understanding of the market and needs, which has informed the design now presented for Council’s consideration as outlined in this report.

3.0 GENERAL INFORMATION

The patio design has been carefully developed to complement both the existing architecture and the adjacent ‘The Playground of The Gods’. It will enhance the Event Center’s functionality and aesthetic appeal. This approach promotes an environment that enhances and resonates with the distinctive character of the site. The architectural massing and its intentionally angled orientation are designed to follow the site's topography, thereby accentuating the views toward the urban skyline.

The patio, encompassing 2,000 sq. ft. and offering 50 seats in addition to the 120 seats available indoors, can be utilized in all seasons, making it ideal for dining and events, thus enhancing profitability. It will be enclosed with fully operable glass panels, features a radiant floor heating system and is designed to accommodate a forced air-cooling system if needed, ensuring its suitability for all-season use. It also features a complete bar and barbecue section and is an ideal venue for weddings and other significant events. The new patio will also be fully accessible with a zero-threshold condition.

The next phase of the Mintara Event Center renewal is the installation of a gazebo on the SE or NW side of the Center. Staff have engaged a design team and are exploring several options that would likely be included in the 2025 capital plan for Council's consideration.

3.1 Project Timelines

The construction of the Mintara Event Center patio is scheduled to start in September 2024, and the gazebo(s) are planned to be built in 2025. This report seeks approval for the patio's final design. A future Council report will provide comprehensive details regarding the gazebo(s), including a cost analysis.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

Not applicable.

5.0 FINANCIAL CONSIDERATIONS

The Class B construction estimate of the patio expansion (Attachment 1) is broken down as follows:

| | |
|------------------------|--------------------|
| Construction Cost | \$2,358,300 |
| Consultant Design Fee | \$270,000 |
| Estimated Total | \$2,628,300 |

As per the cost estimate provided, the patio design and construction are expected to be completed with a budget of \$2,628,300.

Funding for this project will be accommodated within the 2024-2028 Financial Plan under Parks, Recreation & Culture, Burnaby Mountain - Mintara Outside Patio Expansion with a budget of \$1,800,000. Staff will look to re-allocate the remaining \$828,300 required from other projects within the 2024-2028 Capital Plan to accommodate the completion of this project.

As noted above, Mintara Restaurant is a profitable service and this investment will expand existing service levels, and therefore profits, at the Mintara Event Center. Based on staff's analysis, the investment of \$2.62 million is expected to be recouped in approximately 6.5 years and yield an annual return of \$400,000.

Respectfully submitted,

Carmen Gonzalez, Deputy General Manager Parks, Recreation and Culture

ATTACHMENTS

Attachment 1 – Mintara Patio Class B Estimate Report

REPORT CONTRIBUTORS

This report was prepared by Mehrdad Bozorgnia, Project Manager PRC PMO, and reviewed by Sarah Kosari, Senior Manager PRC PMO; Bob Farahani, Director PRC PMO & Enterprise Services.



COST MANAGEMENT REPORT

MPG Mintara Patio Class B Estimate

REPORT NUMBER 1.0
FEBRUARY 7, 2024

PREPARED FOR:
Rafael Santa Ana Architecture

Suite 300 – 30 East 6th Avenue, Vancouver, BC V5T 1J4
T 604 734 3126

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APPENDICES:

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| APPENDIX I | Cost Plan | 10 pages |
| APPENDIX II | Design Drawings | 4 pages |

Willie Yeung Joseph Chan 2/7/2024



1.0 Introduction

1.1 Instructions Received

This report has been prepared by BTY Group ("BTY") at the request of Rafael Santa Ana Architecture (the "Client").

Rafael Santa Ana Architecture has appointed BTY to provide a Class B estimate developed for the renovation of the Mintara Restaurant at 100 Centennial Way, Burnaby, B.C. (the "Project"). The Project delivery model is yet to be determined, therefore, BTY strongly recommends that estimates are prepared at each of the key design milestones. This report has been prepared in accordance with the scope of our Fee Proposal, dated November 7, 2023 and is subject to the terms of that appointment.

Information related to the Project for the purposes of this report was received by BTY on January 15, 2024. Please refer to Section 13.0 for a list of information received in producing this report.

1.2 Report Reliance

This Report is owned by BTY Group, and it is provided for the benefit and sole reliance of the Client. BTY Group, its directors, staff, or agents do not make any express or implied representation or warranty whatsoever as to the factual accuracy of the information provided to us on behalf the Client, its subcontractors or agents, upon which this Report is based. This Report contains confidential, proprietary information and related intellectual property rights of BTY Group which is licensed on a non-exclusive and limited basis to the Client and the Report may not be reproduced, transferred, copied, shared, or distributed, in whole or in part, to any party, without the express prior written permission of BTY Group.

1.3 Reporting Qualifications

This Report has been prepared based on information provided to us by the Client up to the date of issue of this Report. BTY Group does not accept any liability or accountability for information that has not been provided, or made available to us, at the time of preparing this Report. Any advice, opinions, or recommendations within this Report should be read and relied upon only in the context of the report as a whole. The contents do not provide legal, insurance or tax advice or opinion. Opinions in this report do not an advocate for any party and if called upon to give oral or written testimony it will be given on the same assumption.

1.4 Contacts

Should you have any queries regarding the content of this report, please do not hesitate to contact either of the following:

Per Willie Yeung

Senior Cost Consultant
Tel: 604-734-3126
Email: willieyeung@bty.com

Ping Pang

Director
Tel: 604-734-3126
Email: pingpang@bty.com

Suite 300 – 30 East 6th Avenue, Vancouver, BC V5T 1J4 | 604 734 3126

This report has been prepared at the request of Rafael Santa Ana Architecture and is the exclusive property of BTY Group. The information must be treated as confidential and not to be disclosed, reproduced or permitted to be disclosed to any party without the prior consent of BTY Group.

2.0 Executive Summary

2.1 Report Purpose

The purpose of this report is to provide a realistic estimate of the Project cost based on the information available at the time of writing.

The opinion expressed in this report has been prepared without the benefit of detailed architectural, structural, mechanical and electrical drawings and should, therefore, be considered a Class B estimate. Based on the documents reviewed, our estimate should be correct within a range of approximately +/- 10% to 15%.

In order to provide an accurate cost estimate for the Project, BTY Group strongly recommends that a professional Quantity Surveying organization, such as BTY Group, be retained to provide a detailed analysis of any design information produced on behalf of the Client during the remaining stages of design.

2.2 Project Background and Description

The proposed renovation of the existing Mintara Restaurant includes the following scope of work:

- Remove existing outdoor deck, planting area and asphalt pathway adjacent the deck,
- Construct new storage area under patio with exterior wall enclosure,
- Construct new outdoor wood deck with stair, glazed screen and steel guardrails,
- Construct new glazed roof over new deck,
- Construct new planting area and concrete pathway adjacent to the new deck.

3.0 Development Cost Summary

The current estimated cost of the project may be summarized as follows:

| | |
|--|--------------------|
| A Land Cost (Excluded) | 0 |
| B Construction | 2,358,300 |
| C Soft Costs (provided by the client) | 270,000 |
| D Furnishing, Fittings & Equipment and other soft costs (Excluded) | 0 |
| E Goods & Services Tax (Excluded) | 0 |
| Sub-Total Project Cost | \$2,628,300 |
| F Escalation (Excluded) | 0 |
| Total Project Cost (February 2024 Dollars) | \$2,628,300 |

Please note that, where zero-dollar values are stated, BTY has excluded these costs and the values should be carried in a separate budget (if applicable).

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4.0 Project Cost Estimate

The estimated project costs may be summarized as follows:

| | |
|---|--------------------|
| 1 Land | 0 |
| 2 Legal Fees | 0 |
| 1 Renovations | 2,246,000 |
| 2 Hazardous materials removal | excl. |
| 3 Design Contingency (Exlcuded) | 0 |
| 4 Post Tender Change Order Contingency (5%) | 112,300 |
| 1 Professional fees (provided by the client) | 270,000 |
| 2 Development Cost Charges | excl. |
| 3 Building Permits | excl. |
| 4 Pre-Construction Service | excl. |
| 5 Owners Planning and Administrative Cost | excl. |
| 6 Project Insurance | excl. |
| 7 Project Commissioning | excl. |
| 8 Moving and decanting | excl. |
| SUB-TOTAL PROJECT COST | \$2,628,300 |
| TOTAL PROJECT COST (February 2024 Dollars) | \$2,628,300 |



5.0 Basis & Assumptions

The construction estimate is based on the following list of assumptions:

1. All works will be carried out during normal working hours,
2. Consumption of temporary power and water during renovation will be paid by owner,
3. Steel guardrails to new deck and stairs,
4. 1" diameter steel roof bracing to roof,
5. 12" Concrete wall along grind lines 02 & 12 instead of wood columns & steel bracing at lower level,
6. No requirements to relocate underground services,
7. A 5% general contractor's fees included,
8. Refer to Appendix I cost plan for other assumptions.

Please note that BTY is not qualified to act as design consultant. The assumptions in our estimate should be reviewed and corrected by the design team.

6.0 Exclusions

The construction estimate includes all direct and indirect construction costs derived from the drawings and other information provided by the Consultants, with the exception of the following:

1. Planning, administrative and financing costs,
2. Legal fees and agreement costs / conditions,
3. Building permits,
4. Temporary facilities for user groups during construction,
5. Removal of hazardous materials from existing site and building,
6. Loose furnishings and equipment,
7. Unforeseen ground conditions and associated extras,
8. Phasing of the works and accelerated schedule,
9. Decanting & moving,
10. Erratic market conditions, such as lack of bidders, proprietary specifications,
11. Cost escalation past February 2024.

7.0 Construction Cost Summary

The estimated construction cost of the project may be summarized as follows:

| | | |
|------------------------------------|-----|--------------------|
| A. Structural | | 490,200 |
| B. Architectural | | 833,700 |
| C. Mechanical | | 217,300 |
| D. Electrical | | 156,500 |
| E. Site Development | | 179,200 |
| F. Ancillary Works (Demolition) | | 32,900 |
| G1. General Requirements | 12% | 229,200 |
| G2. Fees | 5% | 107,000 |
| SUB-TOTAL CONSTRUCTION COST | | \$2,246,000 |
| H. Contingencies | | |
| H1. Design Contingency (Excluded) | | 0 |
| H2. Construction Contingency (5%) | 5% | 112,300 |
| J. Goods & Services Tax | 0% | 0 |
| TOTAL CONSTRUCTION COST | | \$2,358,300 |

8.0 Taxes

The estimate includes the Provincial Sales Tax (P.S.T.) where applicable.

The estimate excludes the Goods & Services Tax (G.S.T.).



9.0 Project Schedule & Escalation

No cost escalation allowance has been included in this estimate. BTY strongly recommends that the client establish a separate budget to cover the escalation cost from the date of this estimate to the mid-point of construction of the project. Our current projected escalation rates are shown below:

| Current BTY Group Forecast | 2024 | 2025 | 2026 + |
|-------------------------------|------|------|--------|
| | 5% | 4% | 4% |

10.0 Pricing

This estimate has been priced at first quarter 2024 rates assuming a normal market. The unit rates utilized are considered appropriate for a project of this type, bid under a Design-Bid-Build model in an open market, with a minimum of five (5) bids, supported by a sufficient number of sub-contractors to ensure competitiveness.

The estimate allows for labour, material, equipment and other input costs at current rates and levels of productivity. It does not consider extraordinary market conditions, where bidders may be few and may include in their tenders' disproportionate contingencies and profit margins.

11.0 Risk Mitigation

BTY Group recommends that the Owner, Project Manager and Design Team carefully review this document, including exclusions, inclusions and assumptions, contingencies, escalation and mark-ups. If the project is over budget, or if there are unresolved budgeting issues, alternative systems/schemes should be evaluated before proceeding into the next design phase.

Requests for modifications of any apparent errors or omissions to this document must be made to BTY Group within ten (10) days of receipt of this estimate. Otherwise, it will be understood that the contents have been concurred with and accepted.

It is recommended that BTY Group design and propose a cost management framework for implementation. This framework would require that a series of further estimates be undertaken at key design stage milestones and a final update estimate be produced which is representative of the completed tender documents, project delivery model and schedule. The final updated estimate will address changes and additions to the documents, as well as addenda issued during the bidding process. BTY Group is unable to reconcile bid results to any estimate not produced from bid documents including all addenda.



12.0 Contingencies

12.1 Design Contingency

No design contingency has been included in this estimate (as instructed by the client) but BTY strongly recommends that the client establish a design contingency to allow for design development during the key design stages.

12.2 Construction Contingency

An allowance of Five Percent (5%) has been included in the estimate for changes occurring during the construction period of the project. This amount may be expended due to site conditions or if there are modifications to the drawings and specifications.

13.0 Documents Reviewed

The list below confirms the information that we have reviewed in order to prepare our opinion contained within this report:

| Description | | Revised Date |
|---------------------------|-------------------------------|-------------------|
| Drawings & Specifications | | |
| | Architectural Set (18 sheets) | December 6, 2023 |
| | Structural Set (7 sheets) | December 22, 2023 |
| | Patio Interior Set (3 sheets) | January 4, 2024 |
| | Electrical Set (11 sheets) | December 15, 2023 |
| | Mechanical Set (11 sheets) | January 26, 2024 |
| | Landscape Set (5 sheets) | December 18, 2023 |



COST MANAGEMENT REPORT

MPG Mintara Patio

APPENDICES

| | | |
|-------------|-----------------|----------|
| APPENDIX I | Cost Plan | 10 pages |
| APPENDIX II | Design Drawings | 4 pages |

Suite 300 – 30 East 6th Avenue, Vancouver, BC V5T 1J4
T 604 734 3126



APPENDIX I

Cost Plan

10 PAGES

| Description | Quantity | Unit | Rate | Amount |
|---|----------|-----------------|-----------|------------------|
| 1 - Patio | | | | |
| A. Structural | | | | |
| Concrete slab on grade 5" thick with poly sheet & 3" granular sub-base (F3) | 2,139 | ft ² | 10.00 | 21,400 |
| 3/4" plywood sheathing on 2x10 wood joist with mineral wool insulation (F1) | 1,840 | ft ² | 15.90 | 29,300 |
| 3/4" plywood sheathing on 2x10 wood joist with mineral wool insulation & 1/2" plywood soffit (F2) | 312 | ft ² | 20.10 | 6,300 |
| 2" concrete topping on wood floor w/ vapour barrier | 2,152 | ft ² | 5.00 | 10,800 |
| Glulam floor beam 8.5" x 19.5" | 426 | ft | 228.00 | 97,100 |
| Glulam roof joist 8.5" x 19.5" | 407 | ft | 228.00 | 92,800 |
| Glulam roof joist 10.25" x 27" | 72 | ft | 381.00 | 27,400 |
| Glulam column C2 8.5" x 10.5" | 109 | ft | 123.00 | 13,400 |
| Glulam column C1 8.5" x 7.5" | 367 | ft | 88.00 | 32,300 |
| Steel bracing L2.5x2.5x0.5" | 186 | ft | 64.00 | 11,900 |
| Concrete footings with excavation & backfill F1 2.5' x 2.5' x 10" thick | 12 | no | 610.00 | 7,300 |
| F2 4' x 4' x 12" thick | 9 | no | 1,250.00 | 11,300 |
| SF1 22' x 7' x 22" thick | 5 | no | 16,180.00 | 80,900 |
| Concrete foundation wall 12" thick | 55 | ft ² | 61.00 | 3,300 |
| Concrete wall 12" thick | 432 | ft ² | 61.00 | 26,400 |
| Concrete pedestal 12" x 12" x 7" high | 23 | no | 200.00 | 4,600 |
| Steel rod (say 1" dia.) bracing to roof | 623 | ft | 22.00 | 13,700 |
| Total Structural | | | | \$490,200 |

MPG Mintara Patio
Class B Estimate #1.0

February 07, 2024

| Description | Quantity | Unit | Rate | Amount |
|--|-------------|-----------------|------------|---------|
| 1 - Patio | | | | |
| B. Architectural | | | | |
| Exterior wall W1 including: 2x2 timber battens cladding @2" O.C. Weather resistant membrane 3/4" horizontal strapping 5/8" plywood sheathing 2x4 wood studs @16" O.C. | 520 | ft ² | 69.00 | 35,900 |
| Nana wall 29'-6" x 9'-6" (as per quote from client) | 280 | ft ² | 142.86 | 40,000 |
| Exterior storefront to fill up door opening - double glazing | 21 | ft ² | 150.00 | 3,200 |
| Exterior storefront - single glazing | 1,164 | ft ² | 130.00 | 151,300 |
| Exterior glazed single door 3' x 9'-6" | incl. above | | | |
| Steel double swing gates 2 - 3' x 7' | 1 | pr | 2,000.00 | 2,000 |
| Curtain wall skylight (as per quote from Sentinel Glass dated December 22, 2023) | 2,642 | ft ² | 160.95 | 425,200 |
| Modification & make good of existing roof | 1 | sum | 5,000.00 | 5,000 |
| 2x2 timber battens @2" O.C. to soffit of 1/F overhang | 312 | ft ² | 50.00 | 15,600 |
| Steel frame with mesh guardrails 3'-6" high | 67 | ft | 350.00 | 23,500 |
| Polished concrete finishes to patio | 2,152 | ft ² | 10.00 | 21,500 |
| Floor finishes to lower level | not req'd | | | |
| Paint exposed wood ceiling to lower floor | not req'd | | | |
| Paint walls to lower floor | not req'd | | | |
| Allowance for misc. metals | 1 | sum | 8,000.00 | 8,000 |
| Allowance for interior signage | 1 | sum | 1,000.00 | 1,000 |
| Allowance for roof shades | 1 | sum | 100,000.00 | 100,000 |

MPG Mintara Patio
Class B Estimate #1.0

February 07, 2024

| Description | Quantity | Unit | Rate | Amount |
|-------------|----------|------|------|--------|
|-------------|----------|------|------|--------|

1 - Patio

B. Architectural

| | | | | |
|---------------------------------------|---|-----|----------|-------|
| Install equipment provided by owner | 1 | sum | 1,500.00 | 1,500 |
| Ice machine | | | | |
| Under-counter cooler | | | | |
| Glass washing machine | | | | |
| Bar sink w/built-in glass rinser | | | | |
| Cocktail station w/blender shelf | | | | |
| Speed unit w/cutting board + dripwell | | | | |
| Charcoal grille | | | | |
| Upright refrigerator | | | | |

| | | | | |
|-----------------------------------|--|--|--|-------------------------|
| <i>Total Architectural</i> | | | | <i>\$833,700</i> |
|-----------------------------------|--|--|--|-------------------------|

| Description | Quantity | Unit | Rate | Amount |
|--|----------|----------|----------|--------|
| 1 - Patio | | | | |
| C. Mechanical | | | | |
| Plumbing & Drainage | | | | |
| Plumbing fixture | | | | |
| Kitchen sink | 2 | no | 2,500.00 | 5,000 |
| Floor drain - allowance | 1 | sum | 500.00 | 500 |
| Hose bibb - allowance | 1 | sum | 1,300.00 | 1,300 |
| Plumbing piping | | | | |
| Domestic water piping w/ insulation | 165 | ft | 48.78 | 8,000 |
| Connect to ex. domestic water piping | 1 | sum | 1,000.00 | 1,000 |
| Sanitary drainage piping | 94 | ft | 36.59 | 3,400 |
| Connect to ex. sanitary pipe | 1 | sum | 500.00 | 500 |
| Backflow preventor for site irrigation | 1 | sum | 3,500.00 | 3,500 |
| Kitchen sink connection | 2 | no | 500.00 | 1,000 |
| Glass washer, cocktail station and ice machine hook-up | 3 | no | 500.00 | 1,500 |
| Natural gas piping | | | | |
| Natural gas pipe | 131 | ft | 45.73 | 6,000 |
| Connect to existing | 1 | sum | 1,000.00 | 1,000 |
| MUA, BBQ griller and firepit gas connection | 1 | sum | 4,500.00 | 4,500 |
| Allowance for heat trace | 1 | sum | 1,500.00 | 1,500 |
| Miscellaneous work | 1 | sum | 2,500.00 | 2,500 |
| Fire stopping | | | | |
| Cleaning, flushing and disinfection | | | | |
| As-built drawing | | | | |
| Testing and commissioning | | | | |
| Fire Protection | | | | |
| Sprinkler fire protection system | | no req'd | | |
| Allowance for fire extinguisher | 1 | sum | 2,400.00 | 2,400 |
| Note: | | | | |
| No requirement for sprinkler system / Kitchen fire suppression system. | | | | |

| Description | Quantity | Unit | Rate | Amount |
|--|----------|------|-----------|--------|
| 1 - Patio | | | | |
| C. Mechanical | | | | |
| HVAC | | | | |
| HVAC equipment | | | | |
| Gas-fired make up air unit ref. MUA-1 (1131cfm) | 1 | no | 26,200.00 | 26,200 |
| Kitchen exhaust fan ref. KEF-1 (1188cfm) | 1 | no | 14,100.00 | 14,100 |
| Kitchen range hood ref. KRH-1 | 1 | no | 19,600.00 | 19,600 |
| Ductwork and distribution | | | | |
| Ductwork | 260 | lb | 22.73 | 5,900 |
| Kitchen exhaust ductwork | 198 | lb | 45.45 | 9,000 |
| Insulation | 354 | sqft | 7.90 | 2,800 |
| Fire protected insulation - allowance for kitchen exhaust ductwork | 154 | sqft | 32.52 | 5,000 |
| Floor grille S-1 | 4 | no | 500.00 | 2,000 |
| Balancing damper - allowance | 4 | no | 150.00 | 600 |
| Motorized damper - allowance | 1 | no | 2,500.00 | 2,500 |
| Allowance for piping for radiant floor heating | 1 | sum | 34,000.00 | 34,000 |
| In-slab hydronic radiant tubing | | | | |
| Manifold assembly, connection and fittings | | | | |
| Mechanical room piping | | | | |
| Miscellaneous | | | | |
| Allowance for exhaust ductwork penetration to ex. roof | 1 | sum | 3,500.00 | 3,500 |
| Allowance for make good to ex. roof covering | 1 | sum | 2,000.00 | 2,000 |
| Allowance for Housekeeping pad | 1 | sum | 1,000.00 | 1,000 |
| Firestop and smoke seal | 1 | sum | 1,000.00 | 1,000 |
| Noise & vibration isolation | 1 | sum | 1,000.00 | 1,000 |
| As built drawings | 1 | sum | 2,500.00 | 2,500 |
| Testing, balancing and commissioning | 1 | sum | 3,981.00 | 4,000 |

Note: No heating allowance in storage (not shown in drawing)

| Description | Quantity | Unit | Rate | Amount |
|---|----------|-------|-----------|--------|
| 1 - Patio | | | | |
| C. Mechanical | | | | |
| Controls | | | | |
| Thermostat - allowance | 2 | no | 750.00 | 1,500 |
| MUA-1 | 1 | no | 800.00 | 800 |
| KEF-1 | 1 | no | 800.00 | 800 |
| Allowance for new equipment | 1 | sum | 12,000.00 | 12,000 |
| Radiant floor heating | | incl. | | |
| Control wiring | 1 | sum | 17,500.00 | 17,500 |
| As built drawings | 1 | sum | 3,000.00 | 3,000 |
| Testing, verification and commissioning | 1 | sum | 1,424.00 | 1,400 |

Note:

Assume all new HVAC equipment will be stand alone controls.

Assume no modification work ex. Controls

| | |
|-------------------------|------------------|
| Total Mechanical | \$217,300 |
|-------------------------|------------------|

| Description | Quantity | Unit | Rate | Amount |
|---|----------|-------|-----------|--------|
| 1 - Patio | | | | |
| D. Electrical | | | | |
| Service & Distribution | | | | |
| Allowance of modification of existing main distribution centre to accommodate new loads | 1 | sum | 5,000.00 | 5,000 |
| Existing circuit verification | 1 | sum | 2,500.00 | 2,500 |
| New Panel P, 225A, 120/240V | 1 | no | 7,000.00 | 7,000 |
| New feeders | 1 | sum | 3,200.00 | 3,200 |
| Grounding | 1 | sum | 2,500.00 | 2,500 |
| Miscellaneous | 1 | sum | 1,100.00 | 1,100 |
| Fire stopping | | incl. | | |
| As-built drawing | | incl. | | |
| Testing and commissioning | | incl. | | |
| Performing shut down and turn on main power after working hours | 1 | sum | 1,600.00 | 1,600 |
| Lighting, Devices & Heating | | | | |
| Light fixture | | | | |
| Disconnect and remove ex. light fixtures and light switches | 4 | no | 150.00 | 600 |
| Light fixture ref. A | 1 | no | 550.00 | 600 |
| Light fixture ref. B | 9 | no | 450.00 | 4,100 |
| Light fixture ref. C | 4 | no | 450.00 | 1,800 |
| Allowance for LED strip lighting | 450 | ft | 45.73 | 20,600 |
| Light fixture ref. F - Track light with 5 heads | 1 | no | 1,700.00 | 1,700 |
| Light fixture ref. G | 18 | no | 700.00 | 12,600 |
| Light fixture ref. H1 | 29 | no | 800.00 | 23,200 |
| Light fixture ref. H2 | 5 | no | 900.00 | 4,500 |
| Light fixture ref. L | 10 | no | 400.00 | 4,000 |
| Exit sign | 3 | no | 350.00 | 1,100 |
| EM lighting inverter | 1 | no | 3,500.00 | 3,500 |
| Line voltage switch | 2 | no | 150.00 | 300 |
| Dimming switch; time control | 4 | no | 250.00 | 1,000 |
| Occupancy sensor | 5 | no | 350.00 | 1,800 |
| Photocell sensor | 1 | no | 500.00 | 500 |
| Branch wiring and conduit | 1 | sum | 17,820.66 | 17,800 |

| Description | Quantity | Unit | Rate | Amount |
|--|----------|------|----------|------------------|
| 1 - Patio | | | | |
| D. Electrical | | | | |
| Power branch devices | | | | |
| Disconnect and remove ex. power devices | 5 | no | 150.00 | 800 |
| 5-15R GFI Duplex receptacle | 4 | no | 180.00 | 700 |
| 5-20R GFI Duplex receptacle | 8 | no | 190.00 | 1,500 |
| 5-20R GFI Duplex receptacle WP | 4 | no | 220.00 | 900 |
| 5-20R GFI Duplex receptacle WP c/w S.S. enclosure | 4 | no | 260.00 | 1,000 |
| 5-20R GFI Split receptacle | 1 | no | 250.00 | 300 |
| Power connection for kitchen equipment - allowance | 8 | no | 300.00 | 2,400 |
| Branch wiring and conduit | 1 | sum | 9,520.00 | 9,500 |
| Mechanical equipment connection | | | | |
| MUA-1 | 1 | no | 500.00 | 500 |
| KEF-1 | 1 | no | 350.00 | 400 |
| Branch wiring and conduit | 1 | sum | 1,750.00 | 1,800 |
| Systems & Ancillaries | | | | |
| Fire alarm system | | | | |
| Demolish existing fire alarm devices | 1 | no | 150.00 | 200 |
| Manual pull station | 3 | no | 250.00 | 800 |
| Fire alarm strobe | 1 | no | 250.00 | 300 |
| Fire alarm bell | 1 | no | 350.00 | 400 |
| Smoke detector | 8 | no | 250.00 | 2,000 |
| Branch wiring and conduit | 1 | sum | 4,900.00 | 4,900 |
| Testing and verification | 1 | sum | 1,500.00 | 1,500 |
| Communication system | | | | |
| Structured outlet | 2 | no | 300.00 | 600 |
| Branch wiring and conduit | 1 | sum | 1,400.00 | 1,400 |
| Tie-in to existing | 1 | sum | 1,500.00 | 1,500 |
| Testing and commissioning | 1 | sum | 500.00 | 500 |
| Total Electrical | | | | \$156,500 |

| Description | Quantity | Unit | Rate | Amount |
|---|----------|-----------------|-----------|------------------|
| 1 - Patio | | | | |
| E. Site Development | | | | |
| Site preparation | 5,185 | ft ² | 1.00 | 5,200 |
| Hard surfaces | | | | |
| New concrete paving | 1,236 | ft ² | 15.00 | 18,500 |
| Round washed river rock 4" thick with filter fabric | 333 | ft ² | 14.00 | 4,700 |
| Site improvements | | | | |
| Relocate existing garbage receptacle | 1 | no | 100.00 | 100 |
| Custom bench (4/L3.0) | 11 | ft | 410.00 | 4,500 |
| Strip footing 2'-4" x 8" thick for retaining wall with perforated PVC footing drain | 41 | ft | 400.00 | 16,400 |
| Concrete retaining walls 8" thick | 144 | ft ² | 54.00 | 7,700 |
| Strip footing 2' x 10" thick for concrete wall | 30 | ft | 140.00 | 4,200 |
| Concrete walls 6" thick | 356 | ft ² | 50.00 | 17,800 |
| Stairs | | | | |
| Concrete suspended stairs average 8.6' wide | 14 | risr | 760.00 | 10,600 |
| Concrete suspended stairs 5' wide | 12 | risr | 470.00 | 5,600 |
| Concrete suspended bench 7.38' wide | 4 | risr | 2,350.00 | 9,400 |
| Concrete suspended landing 10" thick | 146 | ft ² | 60.00 | 8,800 |
| Tactile indicator plate | 24 | ft ² | 25.00 | 600 |
| Anti slip carborundum insert strip | 361 | ft | 16.00 | 5,800 |
| Timber seat top | 4 | no | 3,000.00 | 12,000 |
| Stainless steel handrail | 36 | ft | 160.00 | 5,800 |
| Soft landscaping | | | | |
| Tree | 1 | no | 800.00 | 800 |
| Shrubs #1 pot | 229 | no | 10.00 | 2,300 |
| Shrubs #2 pot | 101 | no | 21.00 | 2,100 |
| Shrubs #3 pot | 46 | no | 32.00 | 1,500 |
| Shrubs #5 pot | 115 | no | 55.00 | 6,300 |
| Growing medium | 77 | yd ³ | 57.00 | 4,400 |
| Mulch 2" thick | 1,377 | ft ² | 1.50 | 2,100 |
| Irrigation system | 1 | sum | 5,500.00 | 5,500 |
| Landscaping maintenance (for 1st year) | 1 | sum | 12,000.00 | 12,000 |
| Mechanical site services | | | | |
| Allowance for adjustment of ex. drains and utility covers | 1 | sum | 2,000.00 | 2,000 |
| Electrical site services | | | | |
| Allowance for power for irrigation system | 1 | sum | 2,000.00 | 2,000 |
| Relocate ex. garbage receptacle | 1 | sum | 500.00 | 500 |
| Note: No allowance for relocation of existing underground services | | | | |
| Total Site Development | | | | \$179,200 |

| Description | Quantity | Unit | Rate | Amount |
|---|----------|-----------------|--------|------------------------|
| 1 - Patio | | | | |
| F. Ancillary Works (Demolition) | | | | |
| Selective demolition | | | | |
| Remove existing outdoor deck including footings, wood guardrails, wood stairs & wood gate | 1,113 | ft ² | 8.00 | 8,900 |
| Remove existing exterior storefront | 192 | ft ² | 15.00 | 2,900 |
| Remove existing exterior walls | 89 | ft ² | 5.50 | 500 |
| Remove existing exterior single door | 1 | no | 200.00 | 200 |
| Remove existing outdoor columns | 2 | no | 750.00 | 1,500 |
| Remove existing roof | 63 | ft ² | 15.00 | 900 |
| Remove part of existing outdoor stairs | 103 | ft ² | 20.00 | 2,100 |
| Remove existing hard/soft landscaping & misc. cut & fill | 3,969 | ft ² | 4.00 | 15,900 |
| <i>Total Ancillary Works (Demolition)</i> | | | | <i>\$32,900</i> |



APPENDIX II

Design Drawings

4 PAGES

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Date Issue Notes

No. Date Appr Revision Notes

DRAFT
6 Dec 2023

RSA
AW

Rafael Santa Ana
Architecture Workshop Inc.
503-602 W Hastings St
Vancouver BC
V6B 1P2
604.628.7981
RSAAW.com



MPG
Mintara Patio + Gazebo

Mehrdad Bozorgnia
100 Centennial Way, Burnaby BC V5A 2X9

scale
1/4"=1'-0"

drawn by
AE

status
SD

reviewed by
RSA

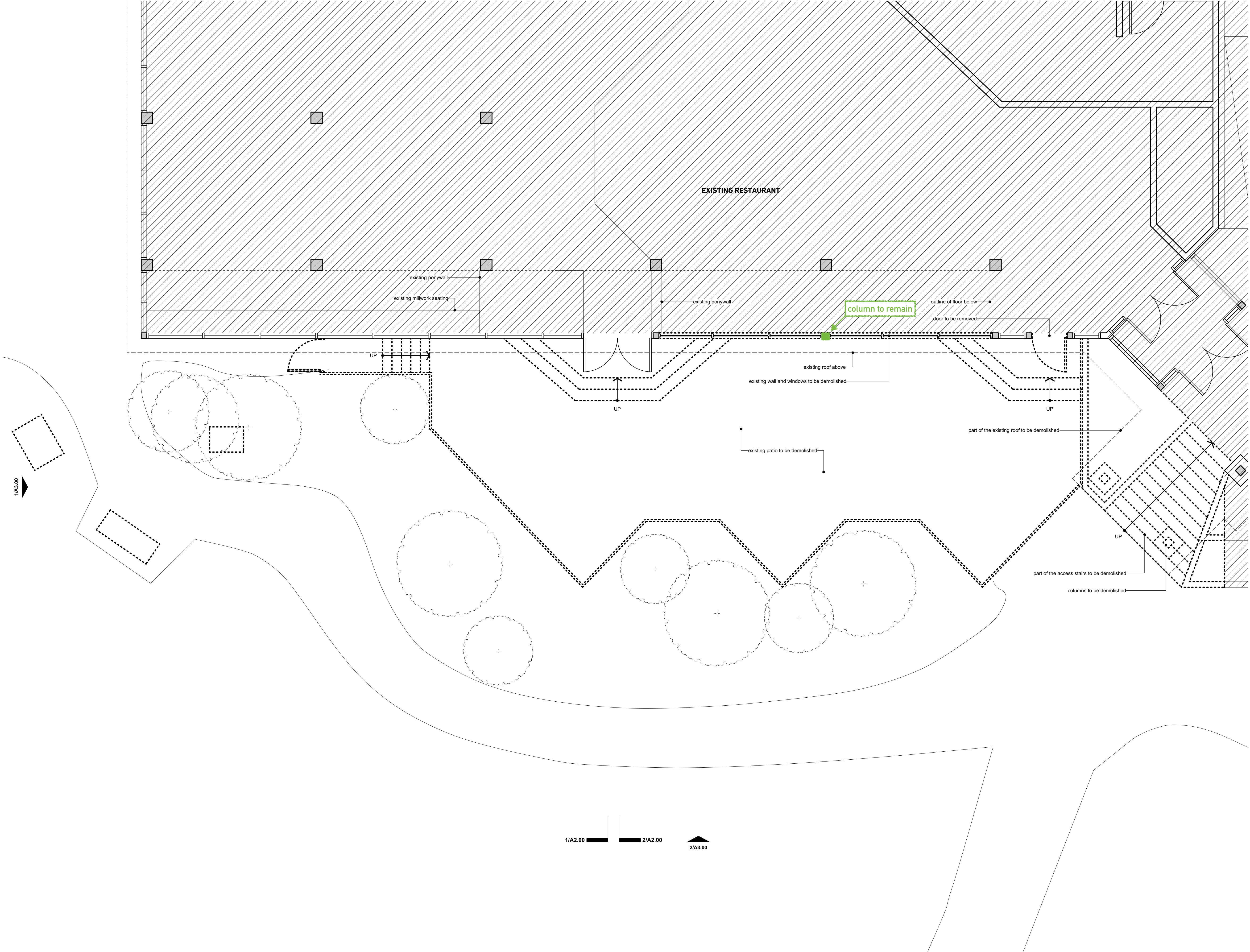
Existing Main Floor
+ Demo Plan

A1.00

Legend

- existing assembly to remain
- existing structure to remain
- existing assembly to be demolished
- new GLT structure
- new concrete wall
- outside of scope of work

Keynotes



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Date Issue Notes

- Legend**
- existing assembly to remain
 - existing structure to remain
 - existing assembly to be demolished
 - new GLT structure
 - new concrete wall
 - outside of scope of work

- Keynotes**
- GLT beam (as per structural)
 - GLT column (as per structural)
 - L2 5X2.5X1/2" steel rod cross bracing (as per structural)
 - glazed roof
 - timber batten cladding
 - railing @42" AFF
 - concrete stairs
 - bi-folding glass wall
 - vegetation (as per landscape)
 - LED lighting system
 - concrete bench
 - timber bench top
 - glazed facade
 - sliding glazed facade
 - concrete wall
 - stainless steel railing @36" AFF
 - polished concrete
 - sawcut in concrete
 - expansion joint

No. Date Appr Revision Notes

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Architecture Workshop Inc
503-602 W Hastings St
Vancouver BC
V6B 1P2
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scale
1/4"=1'-0"

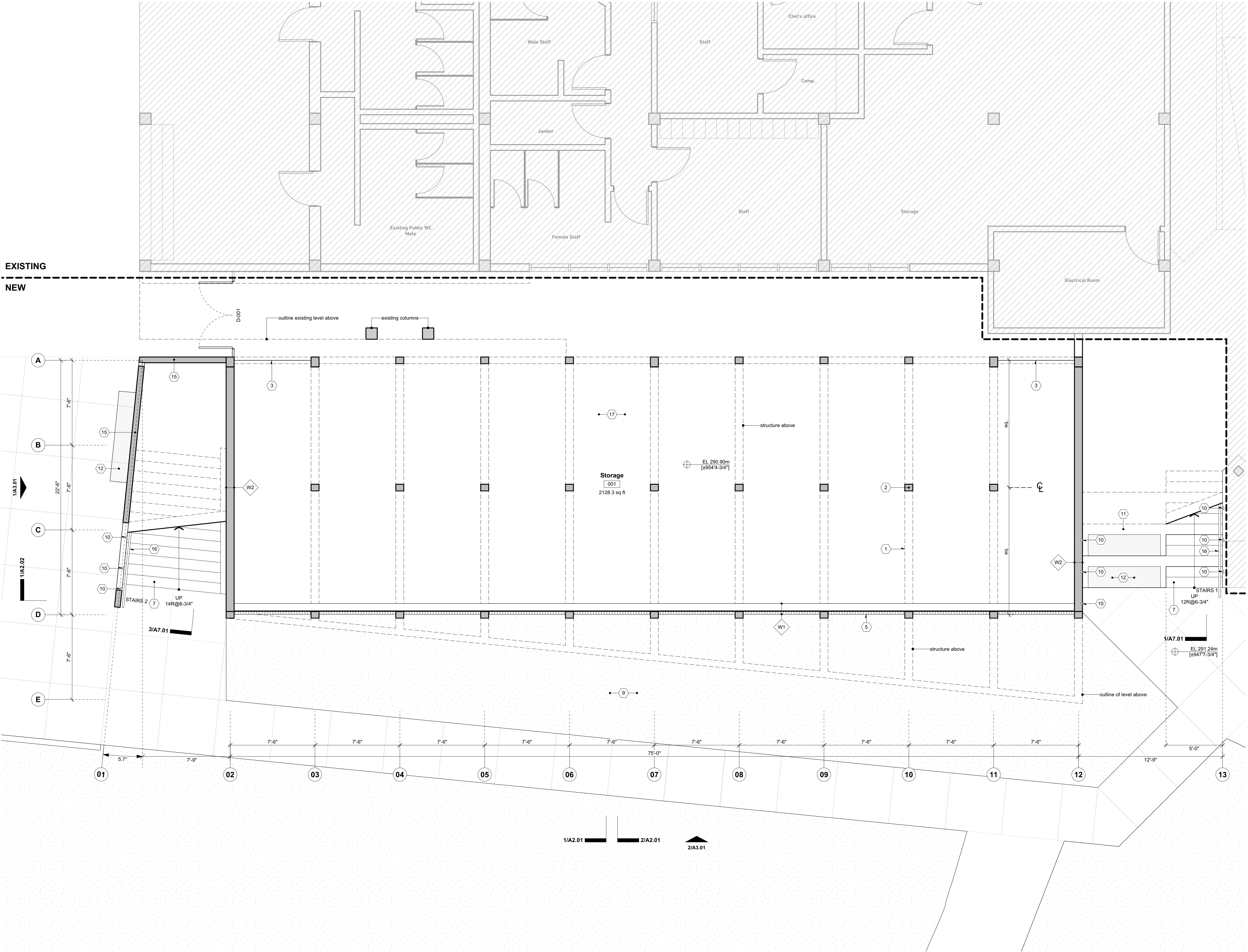
drawn by
AE

status
SD

reviewed by
RSA

Proposed Lower
Floor Plan

A1.01



- Legend**
- existing assembly to remain
 - existing structure to remain
 - existing assembly to be demolished
 - new GLT structure
 - new concrete wall
 - outside of scope of work

- Keynotes**
- GLT beam (as per structural)
 - GLT column (as per structural)
 - L2 5X2.5X1/2" steel rod cross bracing (as per structural)
 - glazed roof
 - timber batten cladding
 - railing @42" AFF
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 - concrete wall
 - stainless steel railing @36" AFF
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503-602 W Hastings St
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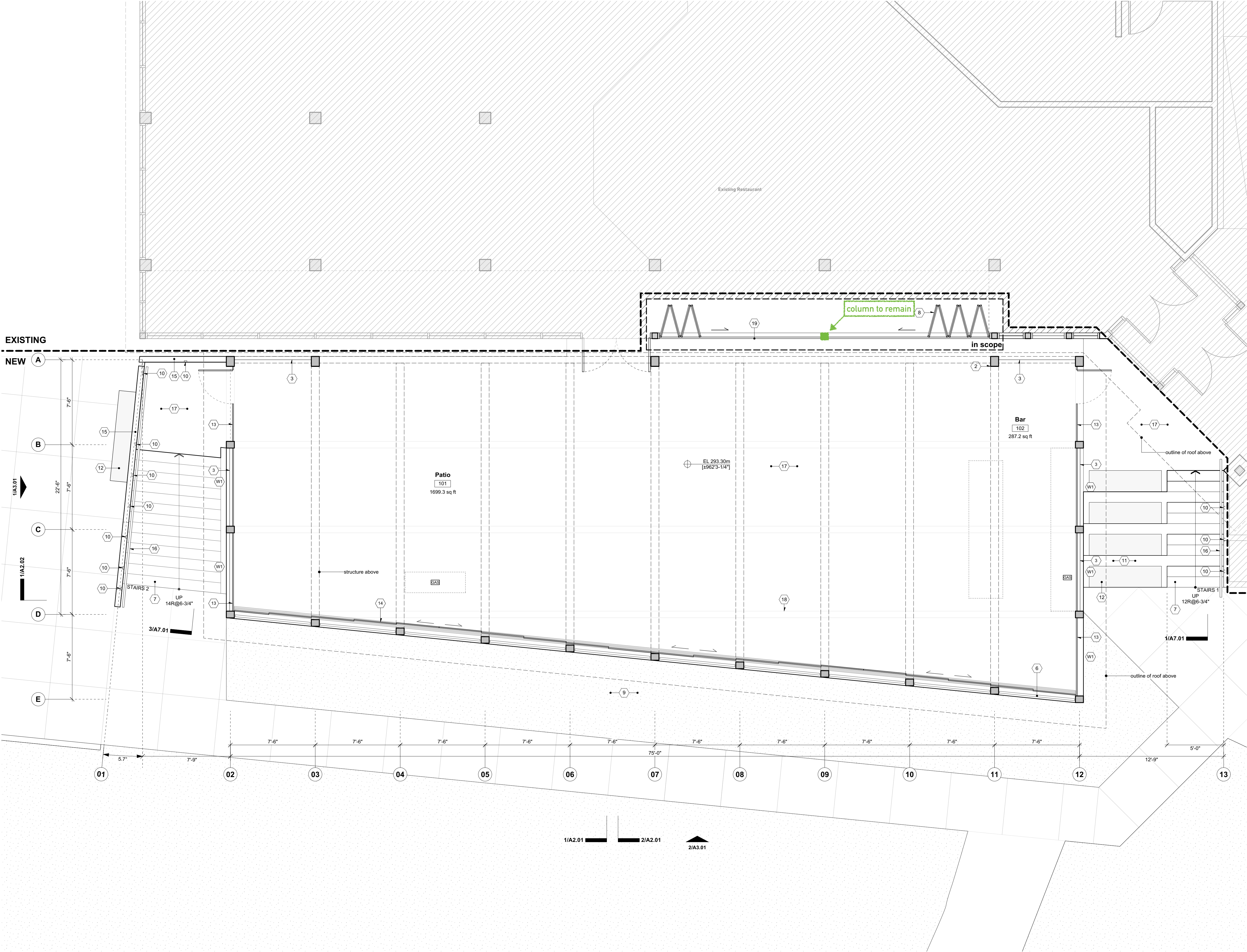
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SD

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RSA

Proposed Main
Floor Plan

A1.02



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Mehrdad Bozorgnia
100 Centennial Way, Burnaby BC V5A 2X9

scale
1/4"=1'-0"

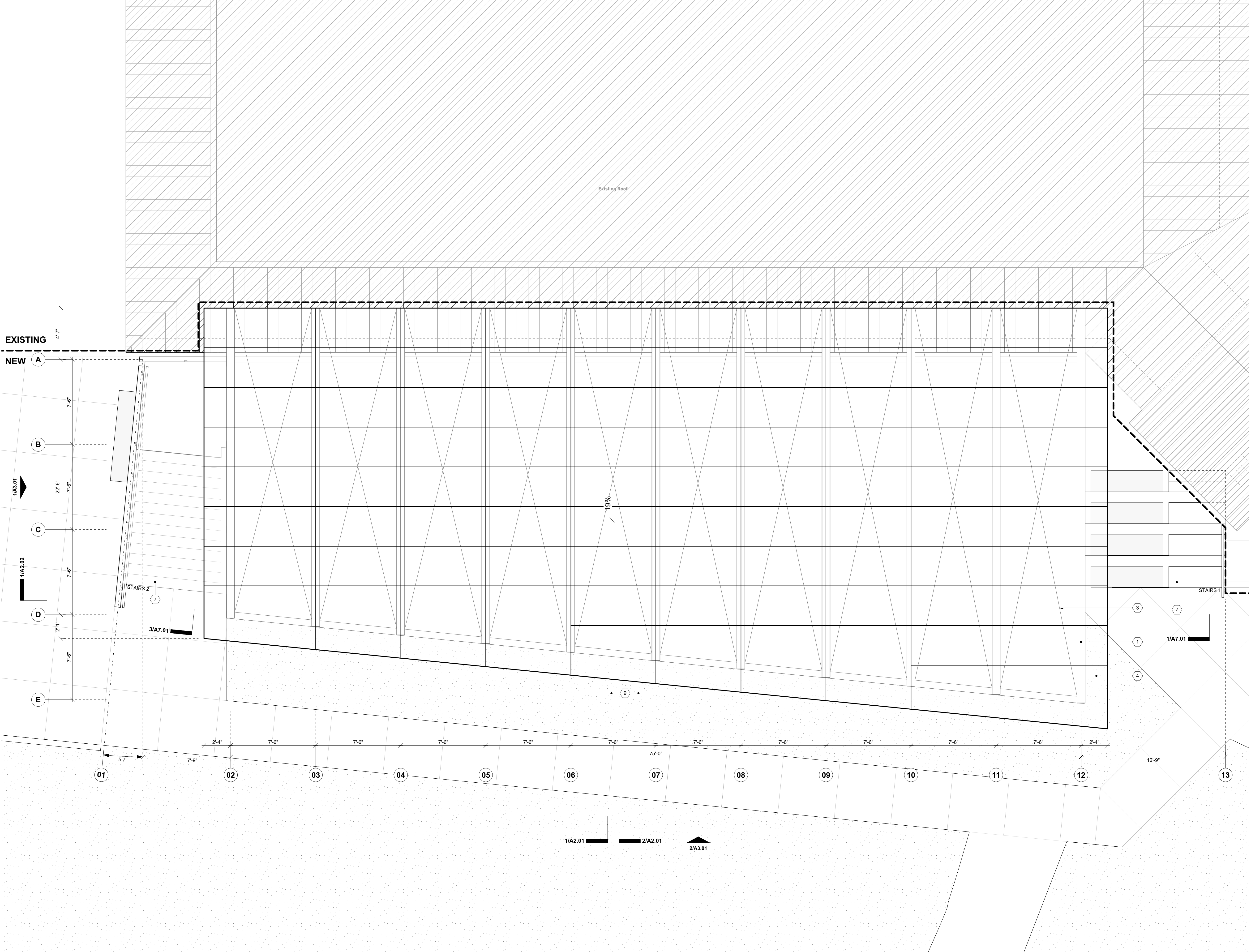
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AE

status
SD

reviewed by
RSA

Proposed Roof Plan

A1.04

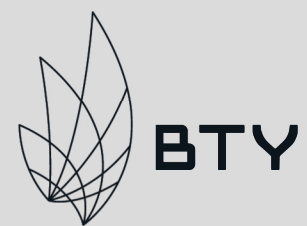


Legend

- existing assembly to remain
- existing structure to remain
- existing assembly to be demolished
- new GLT structure
- new concrete wall
- outside of scope of work

Keynotes

- GLT beam (as per structural)
- GLT column (as per structural)
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- railing @42"AFF
- concrete stairs
- bi-folding glass wall
- vegetation (as per landscape)
- LED lighting system
- concrete bench
- timber bench top
- glazed facade
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- concrete wall
- stainless steel railing @36"AFF
- polished concrete
- sawcut in concrete
- expansion joint



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NORTH AMERICA | EUROPE

BUILDING INTELLIGENCE



Meeting March 11, 2024

File: 16000 20

COUNCIL REPORT

TO: MAYOR & COUNCILLORS

FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT

SUBJECT: **BURNABY HOUSING AUTHORITY – REQUEST TO REVISE DRAFT ARTICLES OF INCORPORATION**

PURPOSE: To obtain Council authorization to amend the draft Burnaby Housing Authority Articles of Incorporation based on direction received from the Ministry of Municipal Affairs.

RECOMMENDATION

THAT the draft Burnaby Housing Authority Articles of Incorporation be amended to limit investment of cash in excess of current operating requirements to investments described in Section 183 of the *Community Charter*, as set out in Attachment 2 of this report, and submitted to the Inspector of Municipalities.

1.0 POLICY SECTION

Establishing a Burnaby Housing Authority (BHA) to facilitate the development of non-market housing in Burnaby aligns with several City policies, including:

- *Corporate Strategic Plan* (2022);
- *HOME: Housing and Homelessness Strategy* (2021);
- *Burnaby Housing Needs Report* (2021);
- *Mayor's Task Force on Community Housing Final Report* (2019);
- *Burnaby Social Sustainability Strategy* (2011);
- *Burnaby Economic Development Strategy* (2007); and
- *Official Community Plan* (1998).

Based on Council's direction to establish the BHA as a wholly owned municipal corporation, the City is required under Section 185 of the *Community Charter* to seek approval from the Inspector of Municipalities (Inspector) to create a municipal corporation. The Inspector's review of the City's submission is a key part of the approval process, set out in legislation, that aims to safeguard the public interest.

2.0 BACKGROUND

On October 16, 2023, Council approved the creation of the BHA, authorized staff to submit a request to the Inspector to approve formation of the BHA as a municipal

corporation and directed staff to include planned financial contributions and financing for the BHA in the 2024-2028 Financial Plan¹. The submission to the Inspector was formally made on November 15, 2023. The submission included the required documents, including the final draft Articles of Incorporation (Articles) and a finalized Business Plan, as well as a description of the process taken by the City to inform and involve the public on the creation of the BHA, and an explanation of how input received was used to shape the structure of the proposed corporation and its draft Articles.

3.0 GENERAL INFORMATION

On February 28, 2024, following correspondence with the Ministry of Municipal Affairs (Ministry), the City was asked to amend the draft BHA Articles to restrict the BHA's ability to invest or reinvest surplus funds held in excess of operational requirements or that are not immediately required by the BHA to the same types of investments permitted to be made by municipalities under Section 183 of the *Community Charter*:

Investment of municipal funds

183 Money held by a municipality that is not immediately required may only be invested or reinvested in one or more of the following:

- (a) securities of the Municipal Finance Authority;
- (b) pooled investment funds under section 16 of the Municipal Finance Authority Act;
- (c) securities of Canada or of a province;
- (d) securities guaranteed for principal and interest by Canada or by a province;
- (e) securities of a municipality, regional district or greater board;
- (f) investments guaranteed by a chartered bank;
- (g) deposits in a savings institution, or non-equity or membership shares of a credit union;
- (h) other investments specifically authorized under this or another Act.

The impact of this amendment to the draft BHA Articles is expected to be minimal. Furthermore, including this limitation in the draft Articles on how the BHA may invest its cash reserves would provide the City with an additional layer of control, supplementing the forthcoming Partnering Agreement between the City and the BHA, which will establish the terms and conditions upon which the City may provide assistance, including funding and financing, to the BHA. As a reminder, the municipal controls included within the Articles, including the proposed amendment requested by the

¹ The 2024-2028 Financial Plan, approved by Council in January 2024, includes a planned contribution of \$475,000 in 2024 for one-time BHA start-up capital expenditures funded from the Community Benefit Bonus Affordable Housing Reserve (CBBAHR), a planned contribution of \$2 million per year for five years (2024 to 2028) for BHA operating expenses funded from the Operating Housing Reserve, and planned financing of \$100 million over five years (2024 to 2028) for BHA affordable housing projects funded from the CBBAHR.

Ministry, and anticipated to be in the Partnering Agreement, are summarized in Attachment 1.

Staff have confirmed with the Ministry that this requested amendment would not limit the BHA's ability to invest in lands and buildings in Burnaby to deliver new non-market housing, as stated in Section 1.3 (Company Purposes) in the draft BHA Articles:

1.3. Company Purposes

The purposes of the Company are to engage in business activities related to the acquisition, development, construction, management and administration of land and housing in the City of Burnaby, including the following:

- (1) investing in, developing, marketing, acquiring, holding and disposing of lands and buildings for the purposes of providing non-market and market rental housing and non-market homeownership units, including co-operative housing, in the City of Burnaby, including developing non-residential real estate assets that are ancillary to housing;
- (2) securing funding, managing, operating, maintaining and carrying out other requirements for the Company as the developer and owner of housing units in conjunction with not-for-profits and other public and private organizations; and
- (3) administering housing operations and agreements and the Company's portfolio and other non-market housing on lands owned by the City of Burnaby.

Section 183 of the *Community Charter* applies only to investment of cash in excess of current operating requirements. An amended version of the draft BHA Articles which limits investment of cash in excess of current operating requirements to investments described in Section 183 of the *Community Charter* is provided in Attachment 2 for Council consideration.

Ministry staff have indicated this is the only revision required prior to staff recommending to the Inspector to approve the incorporation of the BHA, noting that the Inspector may have further questions upon review. In the meantime, staff continue to advance other activities related to the creation of the BHA, including creating a shortlist of potential candidates for the BHA Board of Directors, which will be brought forward for Council consideration once approval from the Inspector is received.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

Not applicable.

5.0 FINANCIAL CONSIDERATIONS

In furtherance of its corporate purpose of increasing the supply of non-market housing in Burnaby, the BHA may, as part of its regular operating activities, invest and participate in business structures such as partnerships and joint-ventures. Amending the draft BHA Articles to limit the BHA's investment of cash in excess of current operating requirements to investments described in Section 183 of the *Community Charter* is not

anticipated to impact the BHA's ability to carry out these types of regular operating activities.

Respectfully submitted,

Lee-Ann Garnett, Deputy General Manager Planning and Development
For
E. W. Kozak, General Manager Planning and Development

ATTACHMENTS

Attachment 1 – Municipal Controls relating to the BHA

Attachment 2 – Amended draft BHA Articles of Incorporation

REPORT CONTRIBUTORS

This report was prepared by Wendy Tse, Director Community Planning and reviewed by David Clutton, Planner 2, Richard Mester, Manager Business Process and Reporting, Jennifer Wong, Assistant City Solicitor, Bob Klimek, Deputy General Manager Finance, and Lee-Ann Garnett, Deputy General Manager Planning and Development.

Attachment 1

Municipal Controls Relating to the Burnaby Housing Authority

| Articles of Incorporation | Partnering Agreement |
|--|--|
| <ul style="list-style-type: none"> • The City would be the sole shareholder of the BHA; • The City, as sole shareholder, would appoint the Board and would have the authority to rescind such appointments; • Shareholder approval would be required to create or issue any additional BHA shares; • BHA would be prohibited from issuing shares to any other person or entity other than the shareholder (i.e., the City); • City approval would be required if the BHA wants to borrow on the security of the City (e.g. use the City's assets as collateral) or if the BHA requires the City to guarantee any borrowing; • BHA would be restricted from carrying out any business not related to the corporate purposes set out in the Articles; and • BHA would be restricted from disposing of corporate assets over a specified monetary threshold without the written approval of the shareholder; and • BHA would be limited to investing cash in excess of current operating requirements to the same investment opportunities as a local government, as per Section 183 of the <i>Community Charter</i>. | <ul style="list-style-type: none"> • Council would be required to approve the BHA's strategic plan prior to the City's provision of financing for capital development; • At the end of the Partnering Agreement term, Council can review the BHA's provision of services prior to determining whether to renew or amend the Partnering Agreement and what ongoing level of assistance, if any, to provide to the BHA; • Should the City decide to dispose of City lands to the BHA, for example, by granting the BHA long-term leases, these ground leases will set out the terms and conditions pursuant to which the City will lease its lands to the BHA; and • Additional legal agreements (e.g. contribution agreements, loan agreements, etc.) will set out the specific terms and conditions upon which the City will provide or lend funds to the BHA. |

*Burnaby Housing Authority Corporation***(the “Company”)**

ARTICLES

Interpretation

1. Interpretation

Company Shares

2. Shares and Share Certificates
3. Issue of Shares
4. Share Registers
5. Share Transfers
6. Acquisition of Company’s Shares

Company Borrowing

7. Borrowing Powers

Alterations of Articles

8. Alterations

Meetings of Shareholders

9. Meetings of the Shareholder
10. Proceedings at Meetings of the Shareholder
11. Voting

Directors & Officers

12. Directors
13. Appointment and Removal of Directors
14. Alternate Directors
15. Powers and Duties of Directors
16. Conflicts of Interests of Directors
17. Proceedings of Directors
18. Executive and Other Committees
19. Officers

Indemnification

20. Indemnification

Dividends

21. Dividends

General

- 22. Accounting Records and Auditors
- 23. Notices
- 24. Seal
- 25. Prohibitions
- 26. Other Corporate Matters

1. Interpretation

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (1) “**board of directors**”, “**directors**”, and “**board**” mean the directors of the Company for the time being;
- (2) “***Business Corporations Act***” means the *Business Corporations Act*, S.B.C. 2002, c. 57, as may be amended or replaced from time to time;
- (3) “**City Council**” means Council for the City of Burnaby;
- (4) “**City Council Director**” means a member of City Council who has been appointed by City Council to the board of directors;
- (5) “**City Directors**” means, collectively, the City Council Director and the City Staff Directors;
- (6) “**City of Burnaby**” means the City of Burnaby, British Columbia, a municipality incorporated under the *Community Charter* and having its principal office at 4949 Canada Way, Burnaby, B.C.;
- (7) “**City Staff Directors**” means staff persons employed by the City of Burnaby =and who have been appointed by City Council to the board of directors;
- (8) “**Fiscal Year**” means December 31;
- (9) “**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as may be amended or replaced from time to time;
- (10) “**Independent Directors**” means the individuals who, in the opinion of the Shareholder:
 - (a) have the requisite skills, competencies and experience necessary to fulfill the obligations and powers of the Company;
 - (b) are independent of the Company and of the City of Burnaby, provided that a candidate for the position of director is sufficiently independent only if a reasonable person with knowledge of all the relevant circumstances would conclude that the director is independent of the management of the Company, of any significant security holder of the Company and of the City of Burnaby; and

- (c) have been appointed by City Council to the board of directors;
- (11) “**Inspector of Municipalities**” means the inspector of municipalities of British Columbia appointed, from time to time, under the *Local Government Act* (British Columbia);
- (12) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, c. 238, as may be amended or replaced from time to time;
- (13) “**registered address**” of a shareholder means the shareholder’s address as recorded in the central securities register;
- (14) “**seal**” means the seal of the Company, if any;
- (15) “**Shareholder**” means the City of Burnaby as the sole shareholder of the Company;
- (16) “**Shareholder Representative**” means the member of City Council or staff member of the City of Burnaby who is appointed by the City Council to attend the annual general meetings and Shareholder’s meetings for the Company and who will act as the representative for the City of Burnaby and who will pass Shareholder Resolutions and do all other acts necessary for the City of Burnaby to carry out and exercise its rights as the Shareholder of the Company; and
- (17) “**Shareholder Resolution**” means a resolution passed by the Shareholder Representative or proxy appointed by the Shareholder and which is deemed to be a consent resolution.

1.2 *Business Corporations Act and Interpretation Act Definitions Applicable*

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict or inconsistency between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

1.3 **Company Purposes**

The purposes of the Company are to engage in business activities related to the acquisition, development, construction, management and administration of land and housing in the City of Burnaby, including the following:

- (1) investing in, developing, marketing, acquiring, holding and disposing of lands and buildings for the purposes of providing non-market and market rental housing and non-market homeownership units, including co-operative housing, in the City of Burnaby, including developing non-residential real estate assets that are ancillary to housing;
- (2) securing funding, managing, operating, maintaining and carrying out other requirements for the Company as the developer and owner of housing units in conjunction with not-for-profits and other public and private organizations; and

- (3) administering housing operations and agreements and the Company's portfolio and other non-market housing on lands owned by the City of Burnaby.

2. Shares and Share Certificates

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company that are held by the Shareholder.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the Shareholder is the registered owner are uncertificated shares within the meaning of the *Business Corporations Act*, the Shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the Shareholder's name or (b) a non-transferable written acknowledgment of the Shareholder's right to obtain such a share certificate.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of the Shareholder's right to obtain a share certificate may be sent to the Shareholder by mail at the Shareholder's registered address and neither the Company nor any director, officer, or agent of the Company is liable for any loss to the Shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the Shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

- (1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and
- (2) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Destroyed, or Wrongfully Taken Certificate

If the Shareholder informs the Company in writing that the share certificate has been lost, destroyed, or wrongfully taken, the Company must issue a new share certificate, if the Shareholder:

- (1) requests a new share certificate; and
- (2) satisfies any other reasonable requirements imposed by the directors of the Company.

2.7 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5 or 2.6, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.8 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future, or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof of the Shareholder.

3. Issue of Shares

3.1 Shareholder Authorized

Subject to the *Business Corporations Act* and the rights of the Shareholder of the Company, the Company may issue, allot, sell, or otherwise dispose of the unissued shares, and issued shares held by the Company, to the Shareholder, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that, pursuant to section 137 of the *Business Corporations Act*, the Shareholder may determine by an ordinary resolution. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.3 Conditions of Issue

No shares in the Company may be issued:

- (1) to any person other than the Shareholder;
- (2) until the Shareholder has provided written confirmation to the Company that it has received the approval of the Inspector of Municipalities to acquire the shares in the Company; and
- (3) except as provided in the *Business Corporations Act*, until the Shareholder has fully paid for the shares.

3.4 Payment for Shares

Except as provided by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

- (1) consideration is provided to the Company for the issue of the share by one or more of the following:
 - (a) past services performed by the Company;

- (b) property;
- (c) money; and
- (d) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

As required by and subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debenture, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. Share Registers

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain, in British Columbia, a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. Share Transfers

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

- (1) a duly signed instrument of transfer in respect of the share has been received by the Company;
- (2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and
- (3) if a non-transferable written acknowledgement of a the Shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement has been surrendered to the Company.

5.2 Form of Instrument Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his, her or their duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgement deposited with the instrument of transfer:

- (1) in the name of the person named as transferee in that instrument of transfer; or
- (2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, or any interest in the shares of any share certificate representing such shares or any written acknowledgement of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. Acquisition of Company's Shares

6.1 Company Authorized to Purchase or Otherwise Acquire Shares

Subject to Article 6.2, the special rights or restrictions attached to the shares of any class or series of shares and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

6.2 No Purchase, Redemption, or Other Acquisition When Insolvent

The Company must not make a payment or provide any other consideration to purchase, redeem, or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (1) the Company is insolvent; or
- (2) making the payment or providing the consideration would render the Company insolvent.

6.3 Sale and Voting of Purchased, Redeemed, or Otherwise Acquired Shares

If the Company retains a share redeemed, purchased, or otherwise acquired by it, the Company may sell or gift the share to the Shareholder or dispose of the share, but, while such share is held by the Company, it:

- (1) is not entitled to vote the share at a meeting of its Shareholder;
- (2) must not pay a dividend in respect of the share; and
- (3) must not make any other distribution in respect of the share.

7. Borrowing Powers

7.1 Borrowing Powers of the Company

The Company, if authorized by the directors, may:

- (1) borrow money in the manner and amount from the sources, and on the terms and conditions that the directors consider appropriate;
- (2) issue bonds, debentures, and other debt obligations for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate;
- (3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (4) mortgage, charge, whether by way of specific or floating charge, grant of a security interest in, or giving other security on, the whole or any part of the present and future assets and undertaking of the Company as collateral for any borrowing,

provided that:

- (5) the Company is restricted from exercising the power to borrow money on the security of the City of Burnaby unless the Shareholder approves such borrowing by ordinary resolution provided that the Company is not restricted from exercising the power to borrow on the security of its assets and business; and
- (6) the Company is restricted from exercising the power to borrow money that would require the City of Burnaby to guarantee such borrowing, unless the Shareholder approves such borrowing by ordinary resolution.

8. Alterations

8.1 Alteration of Authorized Share Structure

Subject to Article 8.2 and the *Business Corporations Act*, the Company may by special resolution:

- (1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (2) increase, reduce, or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (3) subdivide or consolidate all or any of its unissued, or fully paid and issued, shares;
- (4) if the Company is authorized to issue shares of a class of shares with par value:
 - (a) decrease the par value of those shares; or
 - (b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (5) change all or any of its unissued, or fully paid and issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (6) alter the identifying name of any of its shares; or
- (7) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*,

and, if applicable, alter its Notice of Articles and, if applicable, its Articles, accordingly.

8.2 Special Rights or Restrictions

Subject to the *Business Corporations Act*, the Company may by special resolution:

- (1) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or
- (2) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued,

and alter its Articles and Notice of Articles accordingly.

8.3 Change of Name

The Company may by Shareholder Resolution authorize an alteration to its Notice of Articles in order to change its name and may, by Shareholder Resolution or directors' resolution, adopt or change any translation of that name.

8.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

8.5. Consent to Alterations

Notwithstanding the other provisions of these Articles, including without limitation Article 8.4, for so long as the City of Burnaby is a Shareholder of the Company, the Company will not alter or amend a provision of these Articles that was required by the Inspector of Municipalities in any way without the prior written consent of the Inspector of Municipalities.

9. Meetings of Shareholder

9.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

9.2 Resolution Instead of Annual General Meeting

If the Shareholder consents by Shareholder Resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the Shareholder Resolution and where applicable in these Articles references to an annual general meeting will be read *mutatis mutandis* as being reference to the Shareholder Resolution adopted in lieu of such meeting. The Shareholder must, in any Shareholder Resolution passed under this Article 9.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

9.3 Calling of Meetings of the Shareholder

The directors may, at any time, call a meeting of the Shareholder to be held at such time and place as may be determined by the directors.

9.4 Notice for Meetings of the Shareholder

The Company must send notice of the date, time, and location of any meeting of the Shareholder (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution, or a special separate resolution and any notice to consider approving an amalgamation into a foreign jurisdiction, an arrangement, or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting, or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to the Shareholder, to each director, and to the auditor of the Company, unless these Articles otherwise provide, at least 60 days before the meeting.

9.5 Notice of Resolution to Which Shareholder May Dissent

The Company must send to the Shareholder a notice of any meeting of the Shareholder at which a resolution entitling the Shareholder to dissent is to be considered specifying the date of the meeting and containing a statement advising of the right to send a notice of dissent together with a copy of the proposed resolution at least 60 days before the meeting.

9.6 Record Date for Notice

The record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

9.7 Record Date for Voting

The record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

9.8 Failure to Give Notice

The omission to send notice of a meeting of the Shareholder will invalidate any proceedings at that meeting.

9.9 Meetings by Telephone or Communications Medium

The directors may determine that a meeting of the Shareholder shall be held entirely by means of telephonic, electronic, or other communication facilities that permit all participants to communicate with each other during the meeting. A meeting of the Shareholder may also be held at which some, but not necessarily all, persons entitled to attend may participate by means of such communication facilities, if the directors determine to make them available. A person who participates in a meeting in a manner contemplated by this Article 9.9 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting.

9.10 Notice of Special Business at Meetings of the Shareholder

If a meeting of the Shareholder is to consider special business within the meaning of Article 10.1, the notice of meeting must:

- (1) state the general nature of the special business; and
- (2) if the special business includes considering, approving, ratifying, adopting, or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by the Shareholder through its Shareholder Representative:
 - (a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
 - (b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10. Proceedings at Meetings of the Shareholder

10.1 Special Business

At a meeting of the Shareholder, the following business is special business:

- (1) at a meeting of the Shareholder that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (2) at an annual general meeting, all business is special business except for the following:
 - (a) business relating to the conduct of or voting at the meeting;
 - (b) consideration of any financial statements of the Company presented to the meeting;
 - (c) consideration of any reports of the directors or auditor;
 - (d) the setting or changing of the number of directors;
 - (e) the appointment of directors;
 - (f) the appointment of an auditor;
 - (g) the setting of the remuneration of an auditor;
 - (h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution; and
 - (i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of the Shareholder without prior notice of the business being given to the Shareholder.

10.2 Special Resolution

The vote of the Shareholder Representative is the only vote required for the Company to pass a special resolution at a general meeting of the Shareholder.

10.3 Quorum

The quorum for the transaction of business at a meeting of the Shareholder is the attendance of the Shareholder Representative, or a proxy appointed by the Shareholder to vote at the meeting.

10.4 Persons Entitled to Attend Meeting

In addition to those persons who are entitled to vote at a meeting of the Shareholder, the only other persons entitled to be present at the meeting are the directors, the chief executive officer (if any), the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting, and any persons entitled or required under the *Business Corporations Act* or these Articles to be present at the meeting; but if any of those persons do attend the meeting, those persons are not to be counted in the

quorum and are not entitled to vote at the meeting unless such person is a proxy appointed by the Shareholder to vote at the meeting.

10.5 Requirement of Quorum

No business other than the adjournment of the meeting, may be transacted at any meeting of the Shareholder without quorum.

10.6 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of the Shareholder, a quorum is not present:

- (1) in the case of a general meeting requisitioned by the Shareholder, the meeting is dissolved; and
- (2) in the case of any other meeting of the Shareholder, the meeting stands adjourned to the same day in the next week at the same time and place.

10.7 Chair

The following individual is entitled to preside as chair at a meeting of the Shareholder:

- (1) the chair of the board elected pursuant to Article 17.3; or
- (2) if the chair of the board is absent or unwilling to act as chair of the meeting, the director chosen pursuant to Article 17.3(2).

10.8 Selection of Alternate Chair

If, at any meeting of the Shareholder, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the Shareholder Representative or by proxy may choose any person present at the meeting to chair the meeting.

10.9 Adjournments

The chair of a meeting of the Shareholder may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

10.10 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting of the Shareholder or of the business to be transacted at an adjourned meeting of the Shareholder.

10.11 Decisions by Declaration

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of the Shareholder will be decided on the declaration of the Shareholder Representative or the proxy.

10.12 Declaration of Result

The chair of a meeting of the Shareholder must declare to the meeting the decision on every question in accordance with the declaration of the Shareholder Representative or the proxy, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried or is defeated is conclusive evidence in favour of or against the resolution.

10.13 Motion Need Not be Seconded

No motion proposed at a meeting of the Shareholder needs to be seconded.

11. Voting

11.1 Vote of the Shareholder

The Shareholder will vote at the meetings of the Shareholder through its Shareholder Representative.

11.2 Appointment of Proxy

Where the Shareholder Representative is unavailable to attend a meeting of the Shareholder, the Shareholder may appoint a councillor or staff member of the City of Burnaby to act as its proxy holder to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

11.3 Alternate Proxy Holders

The Shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

11.4 Deposit of Proxy

A proxy for a meeting of the Shareholder must:

- (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
- (2) unless the notice provides otherwise, be received at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

A proxy may be sent to the Company by written instrument, email, fax, or any other method of transmitting legibly recorded messages.


11.5 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

Burnaby Housing Authority Corporation
(the “Company”)

City of Burnaby, being the sole shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, as proxy holder for the undersigned to attend, act, and vote for and on behalf of the undersigned at the meeting of the shareholder of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Signed *[month, day, year]*



[Signature of shareholder]

[Name of shareholder—printed]

11.6 Revocation of Proxy

Subject to Article 11.7, every proxy may be revoked by an instrument in writing that is received:

- (1) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

11.7 Revocation of Proxy Must Be Signed

An instrument referred to in Article 11.6 must be signed by the Shareholder Representative.

11.8 Production of Evidence of Authority to Vote

The chair of any meeting of Shareholder may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

12. Directors

12.1 First Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The Shareholder may, pursuant to and in accordance with Article 12.3, fill any openings in the board of directors, on an interim basis, for

the time period between the time the first directors are designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act* and the first annual general meeting of the Company, provided that any such interim director(s) will cease to hold office immediately before the appointment of directors at the first annual general meeting, as contemplated in Article 13.1(2).

12.2 Number of Directors

The number of directors is set at a total of ten (10) directors comprised as follows:

- (1) four (4) City Directors, comprised of one (1) City Staff Director and three (3) City Council Directors; and
 - (2) six (6) Independent Directors,
- all as City Council may determine at its sole discretion.

12.3 Change in Number of Directors

The Shareholder may appoint the directors needed to fill any vacancies in the board of directors up to the total number of directors set out in Article 12.2 and provided such directors meet the qualifications set out in Article 12.5. The term of office for a director appointed to fill a vacancy will be the remaining term of office, determined immediately prior to the occurrence of the vacancy, of the director whose departure created the subject vacancy.

12.4 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

12.5 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for their office but must be qualified as required by the *Business Corporations Act* to become, act, or continue to act as a director.

For the City Staff Director to act as a director of the Company they must:

- (1) be a current employee of the City of Burnaby with permanent or full-time employment status; and
- (2) resign from the board of directors when their employment with the City of Burnaby ceases or is terminated, unless authorized by the Shareholder to remain as a director of the Company through a written confirmation provided by the Shareholder Representative to the Company.

For the City Council Directors to act as directors of the Company they must:

- (1) have been appointed and be serving as a member of City Council at the time of their appointment to the board of directors; and

- (2) resign from the board of directors when they cease to be a member of City Council, unless authorized by the Shareholder to remain as a director of the Company through a written confirmation provided by the Shareholder Representative to the Company.

For the Independent Directors to act as directors of the Company they must:

- (1) have worked in an executive, managerial, business development, legal, project management, governmental relations, business analyst, procurement, operations, financial services or such other professional role as may be viewed as beneficial to the management of the Company by the Shareholder, in the land development, construction, housing operations, housing administration and/or non-market and market housing industries.

12.6 Remuneration of Independent Directors

The Independent Directors are entitled to the remuneration for acting as directors, if any, as the Shareholder may from time to time determine. No other class of directors are entitled to remuneration for acting as directors for the Company.

12.7 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that such director may incur in and about the business of the Company.

12.8 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, the director may be paid remuneration fixed by the directors, or, at the option of the directors, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that the director may be entitled to receive.

13. Appointment and Removal of Directors

13.1 Appointment at Annual General Meeting

At every annual general meeting and in every Shareholder Resolution contemplated by Article 9.2:

- (1) the Shareholder, through its City Council, will appoint a board of directors consisting of the number and composition of directors for the time being set under these Articles at each and every annual general meeting; and
- (2) at the annual general meeting to be held in the calendar year 2024:
 - (a) all the directors cease to hold office immediately before the appointment of directors under paragraph (1) but are eligible for re-appointment;
 - (b) four (4) City Directors and one (1) Independent Director will be appointed for a term ending immediately prior to the appointment of directors at that annual general meeting that is the third annual general meeting of the Company required to be held following the annual general meeting to be held in the calendar year 2024; and

- (c) five (5) Independent Directors will be appointed for a term ending immediately prior to the appointment of directors at that annual general meeting that is the second annual general meeting of the Company required to be held following the annual general meeting to be held in the calendar year 2024; and

(3) At every succeeding annual general meeting:

- (a) those directors whose term in office is set to expire on the occasion of such meeting will cease to hold office immediately before the appointment of directors under paragraph (1), but are eligible for re-appointment; and
- (b) all such directors will be appointed to term ending immediately prior to the appointment of directors at that annual general meeting that is the third annual general meeting of the Company required to be held following the annual general meeting at which they were most recently appointed.

13.2 Term Limits

No director may be re-appointed to the board of directors after they have completed their sixth (6th) consecutive year on the board of directors, provided that a former director may be re-appointed to the board of directors after an absence from the board of directors of at least one year.

13.3 Consent to be a Director

No appointment of an individual as a director is valid unless:

- (1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (2) that individual is appointed at a meeting at which the individual is present, in person or present for the purposes of a meeting held under Article 17.5 by telephone, electronic, or other communication facilities and the individual does not refuse, at such meeting, to be a director; or
- (3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

13.4 Failure to Appoint Directors

If:

- (1) the Company fails to hold an annual general meeting; and
- (2) the Shareholder through its Shareholder Representative fails to pass the Shareholder Resolution contemplated by Article 9.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act* to appoint any directors,

then each director then in office continues to hold office until the earlier of:

- (1) when the director's respective successor is appointed; or

- (2) when the director otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

13.5 Places of Retiring Directors Not Filled

If, at any meeting of the Shareholder at which there should be an appointment of directors, the places of any of the retiring directors are not filled by that appointment, those retiring directors who are not re-appointed and who are asked by the newly appointed directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are appointed at a meeting of the Shareholder convened for that purpose. If any such appointment or continuance of directors does not result in the appointment or continuance of the number of directors for the time being set pursuant to these Articles, the number and composition of directors of the Company is deemed to be set at the number of directors actually appointed or continued in office.

13.6 Remaining Directors' Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of the Shareholder for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

13.7 Shareholder May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the Shareholder, through its Shareholder Representative, may appoint directors to fill any vacancies on the board of directors.

13.8 Ceasing to be a Director

A director ceases to be a director when:

- (1) the term of office of the director expires;
- (2) the director dies;
- (3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (4) the director is removed from office pursuant to Articles 13.9 or 13.10.

13.9 Removal of Director by the Shareholder

The Company may remove any director before the expiration of that director's term of office by special resolution. In that event, the Shareholder, through its Shareholder Representative, will appoint by Shareholder Resolution, a director to fill the resulting vacancy.

13.10 Removal of Director by Directors

The directors may remove any director before the expiration of that director's term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company

and does not promptly resign, and the Shareholder, through its Shareholder Representative, will appoint by Shareholder Resolution, a director to fill the resulting vacancy.

14. Alternate Directors

14.1 Appointment of Alternate Director

Any director, with the written permission of the Shareholder granted through its Shareholder Representative, may appoint an individual approved by the Shareholder that is qualified to act as a director under the *Business Corporations Act* and:

- (1) if being appointed by a City Staff Director, is qualified as a City Staff Director under Article 12.5;
- (2) if being appointed by a City Council Director, is qualified as a City Council Director under Article 12.5; or
- (3) if being appointed by an Independent Director, is qualified as an Independent Director under Article 12.5,

to be their alternate to act in their place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to the appointor within a reasonable time after the notice of appointment is received by the Company.

14.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which the alternate director's appointor is a member and to attend and vote as a director at any such meetings at which their appointor is not present.

14.3 Consent Resolutions

Every alternate director, if authorized by the notice appointing them, may sign in place of their appointor any resolutions to be consented to in writing.

14.4 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of their appointor.

14.5 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by them.

14.6 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

- (1) their appointor ceases to be a director and is not promptly re-appointed;

- (2) the alternate director dies;
- (3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (4) the alternate director ceases to be qualified to act as a director; or
- (5) their appointor revokes the appointment of the alternate director.

14.7 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if they were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

15. Powers and Duties of Directors

15.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the Shareholder.

15.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors, and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in the attorney.

16. Conflicts of Interest of Directors

16.1. Scope of Conflict Provisions

This Article 16 applies to directors in relation to meetings of the Company's board of directors, meetings of committees of the Company's board of directors, and resolutions in writing of the Company's board of directors.

16.2 Disclosure of Interest

If a director attending a meeting of the board of directors, a committee meeting or considering a resolution in writing considers that he, she or they is not entitled to and must not:

- (1) participate in the discussion of a matter; or
- (2) vote on or otherwise approve a resolution in respect of a matter,

because the director has a direct or indirect pecuniary interest in the matter, or for any other reason, and the director must declare this to the other directors and state the general nature of why the director considers this to be the case.

16.3 Consequence of Disclosure of Interest

After making a declaration on the basis described in Article 16.2 a director must:

- (1) not take part in the discussion of the matter and is not entitled to vote on or otherwise approve any question in respect of the matter;
- (2) leave the meeting or that part of the meeting during which the matter in question is under consideration; and
- (3) not attempt, whether before, during or after the matter is considered by the other directors, to influence the directors' decisions on any question in respect of the matter, provided that the director making the declaration must, to the extent he, she or they is able and in a timely manner, inform the remaining directors of any risks to the Company associated with the matter in question to the extent necessary to fulfil his, her or their duties to the Company.

16.4 Record of Disclosure

If a declaration is made by a director pursuant to Article 16.2, the chair of the board or other person who presided as chair at the meeting will ensure that the minutes of the meeting record in writing the substance of the declaration and the fact that the director making the declaration was not present for that part of the meeting during which the matter in question was under consideration.

16.5 Prohibitions

Whether or not disclosure is made under Article 16.2, if a director has a direct or indirect pecuniary interest in a matter the director must not:

- (1) participate in the discussion of a matter;
- (2) vote on or otherwise approve a resolution in respect of a matter; or
- (3) attempt in any way, whether before, during or after the matter is considered by the other directors, to influence the directors' decisions on any question in respect of the matter, provided that the interested director must, to the extent he, she or they is able and in a timely manner, inform the remaining directors of any risks to the Company associated with the matter in question to the extent necessary to fulfil his or her duties to the Company.

16.6 Exceptions to Conflict Provisions

Article 16.5 does not apply if:

- (1) the pecuniary interest of the director is a pecuniary interest in common with the residents of the City of Burnaby, generally;

- (2) the matter relates to remuneration or expenses payable to one or more directors in relation to their duties as directors; or
- (3) the pecuniary interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the director in relation to the matter.

16.7 Duty to Account and Disqualification

A person who contravenes Article 16.5 is, in addition to any consequences that may arise under the provisions of the *Business Corporations Act*, disqualified from continuing to hold office as a director of the Company unless the contravention was due to reasonable inadvertence or an error in judgment made in good faith.

16.8 Interested Director Counted in Quorum

Notwithstanding that, by operation of this Article 16, a director is prohibited from participating in the discussion of a matter or voting on or otherwise approving a resolution in respect of a matter, a director may be counted for the purpose of determining whether a quorum of directors is present for the transaction of business at any meeting of the Company's board of directors or a committee of the Company's board of directors.

16.9 No Disqualification

No director of the Company is disqualified from his, her or their office from contracting with the Company as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for the reason that the director has an interest.

16.10 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

16.11 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

16.12 Director or Officer in Other Corporations

A director or officer may be or become a director, officer, or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by them as director, officer, or employee of, or from their interest in, such other person.

17. Proceedings of Directors

17.1 Meetings of Directors

The directors may meet together for the conduct of business and adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time, and on the notice, if any, as the directors may from time to time determine. Without limiting the generality of this Article 17.1, the directors may, from time to time, invite any persons to be present at a meeting of the directors, including without limitation the chief executive officer (if any), the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, a City representative and any other persons invited to be present at the meeting by the directors or by the chair of the meeting.

17.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

17.3 Chair of the Board

At the first meeting of the board held after an annual general meeting, the board shall elect from among the Independent Directors, a chair who shall hold office until the first meeting of the board held after the annual general meeting after their election as chair.

17.4 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

- (1) the chair of the board elected pursuant to Article 17.3; or
- (2) any other director chosen by the directors if:
 - (a) the chair of the board is not present at the meeting within 15 minutes after the time set for holding the meeting;
 - (b) the chair of the board is not willing to chair the meeting; or
 - (c) the chair of the board has advised the secretary, if any, or any other director, that they will not be present at the meeting.

17.5 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors by means of telephone, electronic, or other communication facilities that permit all participants to communicate with each other during the meeting. A meeting of the directors may also be held at which some, but not necessarily all, persons entitled to attend may participate by means of such communications facilities. A director who participates in a meeting in a manner contemplated by this Article 17.5 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting.

17.6 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

17.7 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 17.1 or as provided in Article 17.8, reasonable notice of each meeting of the directors, specifying the place, day, and time of that meeting, must be given to each of the directors and the alternate directors by any method set out in Article 23.1 or orally or by telephone.

17.8 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

- (1) the meeting is to be held immediately following a meeting of the Shareholder at which that director was appointed, or is the meeting of the directors at which that director is appointed; or
- (2) the director or alternate director, as the case may be, has waived notice of the meeting.

17.9 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

17.10 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a signed document waiving notice of any past, present, or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director or, unless the director otherwise requires by notice in writing to the Company, to that director's alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director. Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

17.11 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of the directors, provided that in either case at least one (1) City Director and one (1) Independent Director is present.

17.12 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the appointment or a defect in the qualification of that director or officer.

17.13 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors may be passed without a meeting:

- (1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or
- (2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that they have or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution.

A consent in writing under this Article 17.13 may be by any written instrument, fax, email, or any other method of transmitting legibly recorded messages in which the consent of the director is evidenced, whether or not the signature of the director is included in the record. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 17.13 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of the directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

18. Executive and Other Committees

18.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, provided that the Executive Committee includes at least one (1) City Director, and during the intervals between meetings of the board of directors all of the directors' powers are delegated to the executive committee, except:

- (1) the power to fill vacancies in the board of directors;
- (2) the power to remove a director;
- (3) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

18.2 Appointment and Powers of Other Committees

The directors may, by resolution:

- (1) appoint one or more committees (other than the executive committee) consisting of the director or directors and such other persons that they consider appropriate, provided that at least one Director is appointed to each of such committees;
- (2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:
 - (a) the power to fill vacancies in the board of directors;
 - (b) the power to remove a director;

- (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (d) the power to appoint or remove officers appointed by the directors; and
- (3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

18.3 Obligations of Committees

Any committee appointed under Articles 18.1 or 18.2, in the exercise of the powers delegated to it, must:

- (1) conform to any rules that may from time to time be imposed on it by the directors; and
- (2) report every act or thing done in exercise of those powers at such times as the directors may require.

18.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 18.1 or 18.2:

- (1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration, or overriding;
- (2) terminate the appointment of, or change the membership of, the committee; and
- (3) fill vacancies in the committee.

18.5 Committee Meetings

Subject to Article 18.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 18.1 or 18.2:

- (1) the committee may meet and adjourn as it thinks proper;
- (2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (3) a majority of the members of the committee constitutes a quorum of the committee; and
- (4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

19. Officers

19.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

19.2 Functions, Duties, and Powers of Officers

The directors may, for each officer:

- (1) determine the functions, and duties of the officer;
- (2) delegate to the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (3) revoke, withdraw, alter, or vary all or any of the functions, duties, and powers of the officer.

19.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as a managing director must be a director. Any other officer need not be a director.

19.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits, or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after such officer cease to hold such office or leaves the employment of the Company, a pension or gratuity.

20. Indemnification

20.1 Definitions

In this Article 20:

- (1) “**eligible penalty**” means a judgment, penalty, or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (2) “**eligible proceeding**” means a legal proceeding or investigative action, whether current, threatened, pending, or completed, in which a director, former director, or alternate director of the Company (an “eligible party”) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:
 - (a) is or may be joined as a party; or
 - (b) is or may be liable for or in respect of a judgment, penalty, or fine in, or expenses related to, the proceeding; and

(3) “**expenses**” has the meaning set out in the *Business Corporations Act*.

20.2 Mandatory Indemnification of Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director, or alternate director of the Company and their heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 20.2.

20.3 Permitted Indemnification

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

20.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director, or officer of the Company to comply with the *Business Corporations Act* or these Articles or, if applicable, any former *Companies Act* or former Articles, does not invalidate any indemnity to which such person is entitled under this Part 20.

20.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or their heirs or legal personal representatives) who:

- (1) is or was a director, alternate director, officer, employee, or agent of the Company;
- (2) is or was a director, alternate director, officer, employee, or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (3) at the request of the Company, is or was a director, alternate director, officer, employee, or agent of a corporation or of a partnership, trust, joint venture, or other unincorporated entity;
- (4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director, or officer of a partnership, trust, joint venture, or other unincorporated entity,

against any liability incurred by such person as such director, alternate director, officer, employee, or agent or person who holds or held such equivalent position.

21. Dividends

21.1 Payment of Dividends Subject to Special Rights

The provisions of this Part 21 are subject to the rights, if any, of the Shareholder.

21.2 Declaration of Dividends

Subject to the *Business Corporations Act* and the rights of the Shareholder, the directors may from time to time declare and authorize payment of such dividends as they may consider appropriate.

21.3 No Notice Required

The directors need not give notice to any Shareholder of any declaration under Article 21.2.

21.4 Record Date

The record date is 5:00 p.m. on the date on which the directors pass the resolution declaring the dividend.

21.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures, or other securities of the Company or any other corporation, or in any one or more of those ways.

21.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (1) set the value for distribution of specific assets;
- (2) determine that money in substitution for all or any part of the specific assets to which the Shareholder is entitled may be paid to the Shareholder on the basis of the value so fixed in order to adjust the rights of all parties; and
- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

21.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

21.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

21.9 Dividend Bears No Interest

No dividend bears interest against the Company.

21.10 Fractional Dividends

If a dividend to which a Shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

21.11 Payment of Dividends

Any dividend or other distribution payable in money in respect of shares may be paid by cheque, electronic transfer or as otherwise determined by the directors of the Company and made payable to the Shareholder.

21.12 Capitalization of Retained Earnings or Surplus

Notwithstanding anything contained in these Articles, the Company may by special resolution capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, bonds, debentures, or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

22. Documents, Records and Reports

22.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept, to record properly the financial affairs and condition of the Company for each Fiscal Year and to comply with the *Business Corporations Act*.

22.2 Auditor and Audited Financial Statements

The directors will appoint an auditor to prepare audited financial statements for the Company and which shall be prepared for each Fiscal Year.

22.3 Remuneration of Auditor

The directors may set the remuneration of the auditor of the Company.

22.4 No Waiver of Auditor

Notwithstanding the provisions of the *Business Corporations Act*, including without limitation subsection 203(2), a resolution to waive the appointment of an auditor will be of no force or effect.

22.5 Disclosure of Financial Statements

For so long as the City of Burnaby is a Shareholder of the Company, the Company will present at an open meeting of the municipal council of the City of Burnaby the financial statements of the Company presented to the annual general meeting of the Company and the report of the auditor on those financial statements within 120 days of the end of each Fiscal Year.

22.6 Inspection of Company Records

The Shareholder will be entitled to discovery of any and all information respecting any details or conduct of the Company's business and affairs, limited only to the extent that the directors, acting in good faith and in accordance with the requirements of *FOIPPA*, determine it would be inexpedient in the interests of the Company to make certain information available and neither the *Business Corporations Act* nor *FOIPPA* otherwise require that the Company make such information available to the Shareholder.

23. Notices

23.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provide otherwise, a notice, statement, report, or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (1) mail addressed to the person at the applicable address for that person as follows:
 - (a) for a record mailed to a Shareholder, the Shareholder's registered address;
 - (b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class; and
 - (c) in any other case, the mailing address of the intended recipient;
- (2) delivery at the applicable address for that person as follows, addressed to the person:
 - (a) for a record delivered to a Shareholder, the Shareholder's registered address;
 - (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class; and
 - (c) in any other case, the delivery address of the intended recipient;
- (3) unless the intended recipient is the auditor of the Company, sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (4) unless the intended recipient is the auditor of the Company, sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class; or
- (5) physical delivery to the intended recipient.

23.2 Deemed Receipt

A notice, statement, report, or other record that is:

- (1) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 23.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays, and holidays excepted) following the date of mailing;
- (2) faxed to a person to the fax number provided by that person referred to in Article 23.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and
- (3) emailed to a person to the email address provided by that person referred to in Article 23.1 is deemed to be received by the person to whom it was emailed on the day it was emailed.

23.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report, or other record was sent in accordance with Article 23.1 is conclusive evidence of that fact.

24. Seal

24.1 Who May Attest Seal

Except as provided in Articles 24.2 and 24.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (1) any two directors;
- (2) any officer, together with any director; or
- (3) any one or more directors or officers or persons as may be determined by the directors.

24.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 24.1, the impression of the seal may be attested by the signature of any director or officer or the signature of any other person as may be determined by the directors.

24.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures, or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures, or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph, or print such definitive or interim share certificates or bonds, debentures, or other securities one or more unmounted dies reproducing the seal, and such persons as are authorized under Article 24.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures, or other securities by the use of such dies. Share certificates or bonds, debentures, or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

24.4 Execution of Documents Generally

The directors may from time to time by resolution appoint any one or more persons, officers, or directors for the purpose of executing any instrument, document, or agreement in the name of and on behalf of the Company for which the seal need not be affixed, and if no such person, officer, or director is appointed, then any one officer or director of the Company may execute such instrument, document, or agreement.

25. Prohibitions

25.1 Definitions

In this Part 25:

- (1) “**security**” has the meaning assigned in the *Securities Act* (British Columbia);
- (2) “**transfer restricted security**” means:
 - (a) a share of the Company;
 - (b) a security of the Company convertible into shares of the Company; or
 - (c) any other security of the Company that must be subject to restrictions on transfer in order for the Company to satisfy the requirement for restrictions on transfer under the “private issuer” exemption of Canadian securities legislation or under any other exemption from prospectus or registration requirements of Canadian securities legislation similar in scope and purpose to the “private issuer” exemption.

25.2 Consent Required for Transfer of Shares or Transfer Restricted Securities

No security or share in the Company or other transfer restricted security in the Company may be sold, transferred, or otherwise disposed of without the consent of the Shareholder by Shareholder Resolution, and Shareholder is required to give any reason for refusing to consent to any such sale, transfer, or other disposition.

26. Other Corporate Matters

26.1 Restrictions on Business

The Company is restricted from conducting any business that is not related to its purposes set out in Article 1.3.

26.2 Annual Public Information Meeting

The Company will hold an annual information meeting open to members of the public for the purposes of the public receiving information about the activities and achievements of the Company including to review the Company’s audited financial statements. The annual information meeting must be held at least once in each calendar year on such dates and at such times and place as may be determined by the directors.

26.3 Public Access

Subject to the rules and regulation of the City of Burnaby, the Company will keep a copy of these Articles at Burnaby City Hall for the purposes of inspection by any person at the times permitted by the City of Burnaby.

26.4 No Subsidiary Without Approval of the Inspector and the Shareholder

The Company will not create, organize or facilitate the incorporation of a subsidiary corporation of the Company without the prior written consent of the Inspector of Municipalities and the Shareholder.

26.5 Restrictions on Investment of Monies

Without limiting the Company's purposes set out in Article 1.3, the Company may not invest or reinvest any monies held by the Company in excess of the Company's operational requirements, or that are not immediately required by the Company, to the types of investments permitted to be made by municipalities under Section 183 of the *Community Charter*, S.B.C. 2003, c. 26, as may be amended, replaced or re-enacted from time to time.

26.6 Disposal of Corporate Assets

The Company, without prior written approval of the Shareholder, may not:

- (1) dispose of any of the assets or undertakings of the Company if such disposition is not in furtherance of the Company's purposes as set out in Article 1.3;
- (2) dispose of any of the cash assets of the Company that in a single transaction or series of related transactions exceeds an amount equal to twenty million dollars (\$20,000,000) (in 2023 dollars) adjusted annually by the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Treasury Service for Statistics Canada, or its successor in function, to the time of the proposed disposition; or
- (3) dispose of any fixed assets or undertakings of the Company that in a single transaction or series of related transactions exceeds an amount equal to twenty million dollars (\$20,000,000) (in 2023 dollars) fair market value, adjusted annually by the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Treasury Service for Statistics Canada, or its successor in function, at the time of the proposed disposition.



Meeting March 11, 2024

File: 49500 REZ #19-03

COUNCIL REPORT

TO: MAYOR & COUNCILLORS

FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT

SUBJECT: CBBAHR GRANT REQUEST FOR NON-MARKET HOUSING DEVELOPMENT AT 3838 HASTINGS STREET

PURPOSE: To seek Council approval of a \$3,054,700 grant from the Community Benefit Bonus Affordable Housing Reserve (CBBAHR) to S.U.C.C.E.S.S. to develop non-market housing on a City-owned site at 3838 Hastings Street.

REFERENCES

Address: 3838 Hastings Street (formerly 3802 Hastings Street)
 Legal: Lot 58 District Lot 116 Group 1 New Westminster District Plan 63799
 Applicant: S.U.C.C.E.S.S. Affordable Housing Society
 28 West Pender Street, Vancouver, BC V6B 1R6
 Attention: Ahmed Omran, Director of Community Real Estate and Asset Management

RECOMMENDATION

THAT a grant from the Community Benefit Bonus Affordable Housing Reserve in the amount of \$3,054,700 to S.U.C.C.E.S.S. Affordable Housing Society to offset capital costs for a new non-market housing development at the City-owned site at 3838 Hastings Street, be approved.

1.0 POLICY SECTION

The grant request outlined in this report to support the development of non-market housing aligns with the following City policies and plans:

- *HOME: Burnaby's Housing and Homelessness Strategy* (2021);
- *Burnaby's Housing Needs Report* (2021); and
- *The Mayor's Task Force on Community Housing Final Report* (2019).

2.0 BACKGROUND

On March 6, 2017, Council approved the selection of S.U.C.C.E.S.S. Affordable Housing Society (SUCCESS) for the development and operation of a new non-market housing project at 3838 Hastings Street, under the City Lands Program for Non-Market Housing.

On November 23, 2018, the Province announced funding for the 3838 Hastings Street project under the Province's Building BC: Community Housing Fund (CHF).

On March 21, 2022, Council authorized the City to negotiate, finalize and execute a Federal Lands Initiative (FLI) forgivable loan agreement, and associated agreements, with the Canada Mortgage and Housing Corporation (CMHC) to release the City from its obligations to CMHC under the 1966 urban renewal agreement, which includes this site. The proposed project by SUCCESS would comply with all FLI requirements, and as such, CMHC has agreed to forgive its interest in the site after a 55-year period, clearing the way for the City to enter into a lease for the site.

On July 22, 2022, Council authorized the City to enter into a lease agreement with SUCCESS, for a 60-year term and at a nominal rate, to enable the construction and operation of a 161-unit non-market housing development with ground-level commercial space at the subject site. The lease has now been registered.

On July 24, 2023, Council granted Final Adoption of Rezoning Bylaw #19-03 to permit the construction of a six-storey, mixed-use building comprising of 161 non-market rental units with a mix of studio, one-, two and three-bedroom units for singles, persons with disabilities, seniors and families. The development also includes amenity spaces for residents, approximately 1,789 square metres of ground-level commercial space, and two levels of underground parking on the site. In addition, a 74-space childcare facility will also be provided on the ground floor, funded by the Ministry of Education and Child Care and operated by SUCCESS.

This report seeks Council approval of a grant in the amount of \$3,054,700 from the City's Community Benefit Bonus Affordable Housing Reserve (CBBAHR) to help offset the project's off-site servicing and other capital costs.

3.0 GENERAL INFORMATION

3.1 Project Affordability

This non-market housing development will contribute towards achieving Burnaby's housing needs as outlined in its Housing Needs Report, specifically deeply affordable housing for multiple identified populations. While Burnaby is anticipated to see a significant increase in the number of non-market rental units available at "Burnaby Affordable" rates (i.e. 20% below CMHC median rents) delivered through the Rental Use Zoning Policy, a gap remains for deeply affordable units for households with very low incomes, which require significant subsidies. Approximately 70% of the units in the proposed project will have rents affordable to households with very low and low

incomes, in line with BC Housing's Community Housing Fund (CHF) program, as outlined below in *Table 1*.

This development aligns with the terms of the City's agreement with CMHC under the FLI as they relate to unit types, accessibility requirements, and affordability levels.

Table 1: Affordability

| Affordability Level | Affordability Breakdown | Number of Units |
|-------------------------------|-------------------------|-----------------|
| Deep Subsidy* | 20% | 32 |
| Rent Geared to Income (RGI)** | 50% | 81 |
| Affordable Market*** | 30% | 48 |
| Total | 100% | 161 |

*Deep Subsidy Eligibility: Households with a gross annual income that does not exceed the maximum applicable income assistance amount as established in the *Employment and Assistance Act*.

**RGI Eligibility: Households with a gross annual income that does not exceed the BC Housing Income Limits (HILs) for the applicable unit type.

***Affordable Market Eligibility: Households with a gross annual income that does not exceed the moderate-income limit as set out by BC Housing (For 2023, this figure is \$82,310 for units with less than two bedrooms, and \$128,810 for units with two or more bedrooms).

3.2 Grant Request

This project will be developed in partnership with other orders of government. BC Housing has committed capital funding and operating subsidy through the CHF program, while CMHC provided seed funding. The Ministry of Education and Child Care has committed a grant in the amount of \$6.8-million for the child care spaces through the ChildCareBC New Spaces funding program. The City's contribution towards this development would be through a nominal 60-year ground lease, funding towards the City's Non-Market Housing Demolition Reserve, and the requested grant from the CBBAHR, if approved by Council. A snapshot of the contributions from the funding partners is shown in *Table 2*.

Table 2: 3838 Hastings Funding

| Funding Partner | CMHC Seed Funding | BC Housing Funding (CHF) | BC Housing (Cost Pressures Grant) | City Land Value (Assessed Market Value) | City - Grant Request |
|---------------------|-------------------|--------------------------|-----------------------------------|---|----------------------|
| Contribution | \$50,000 | \$ 17,592,953 | \$10,952,612 | \$28,310,000 | \$3,054,700 |

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

Not applicable.

5.0 FINANCIAL CONSIDERATIONS

If Council approves the grant request, the total City contribution to the project to date would be \$31,364,700 comprised of the grant (\$3,054,700) and the assessed value of the land (\$28,310,000). An additional contribution would be made towards future demolition and site restoration costs. As part of future reports, staff will provide Council with an estimate of the future demolition and site restoration costs to be contributed from the CBBAHR to the Non-Market Housing Demolition Reserve.

This request is consistent with Council guidelines and the requested grant amount will be included in the 2024 – 2028 Financial Plan. There are sufficient funds in the CBBAHR to support the grant amount requested.

With Council approval, the grant from the CBBAHR will be disbursed subject to terms to be outlined in a Housing Grant Agreement.

Respectfully submitted,

E.W. Kozak, General Manager Planning and Development

REPORT CONTRIBUTORS

This report was prepared by Diana Jerop, Planner 2, and reviewed by Carla Schuk, Planner 3, Richard Mester, Manager Business Process and Reporting, Wendy Tse, Director Community Planning, and Lee-Ann Garnett, Deputy General Manager Planning and Development.



Meeting March 11, 2024
 File: 48000 04 DVP #22-04
COUNCIL REPORT

TO: MAYOR & COUNCILLORS
FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT
SUBJECT: **DVP #22-04 - 355 WILLINGDON AVE N**
PURPOSE: To seek Council approval for Development Variance Permit (DVP) #22-04.

REFERENCES

Address: 355 Willingdon Ave N
 Legal: PID: 017-397-910
 Parcel One District Lot 187 and 188 Group 1 New Westminster
 District Explanatory Plan LMP562
 Applicant: Parkland Refining (B.C.) Ltd.
 1000-2025 Willingdon Ave, Burnaby, BC V5C 0J3
 Current Zoning: M5

RECOMMENDATION

THAT the issuance of Development Variance Permit #22-04 (see **Attachment 2**) to the report titled “DVP #22-04 - 355 Willingdon Ave N” dated March 11, 2024 be approved; and,

THAT the City Solicitor be directed to register notice of Development Variance Permit #22-04 with the Land Title Office.

1.0 POLICY SECTION

The subject development variance permit (DVP) application aligns with the following policies and plans adopted by Council:

- Corporate Strategic Plan (2022),
- Regional Context Statement (2013),
- Official Community Plan (1998).

2.0 BACKGROUND

- 2.1 The subject site, located at 355 Willingdon Ave N, is one of two main properties, owned by Parkland Refining (BC) Ltd. (formerly Chevron Canada Limited). The subject site (Area 1) and the second site at 5201 Penzance Drive (Area 2) are zoned for industrial uses predominantly under the M3 Heavy Industrial District with small areas zoned for industrial uses under the M1 Manufacturing District and the M5 Light Industrial District (Area 1) and the Comprehensive

Development (CD) based on the P2 Administration and Assembly District to accommodate a free standing antenna development (Area 2).

- 2.2 The subject site is located in the Chevron Buffer Zone north of the Burnaby Heights neighbourhood, which is a designated buffer area to limit and regulate development in order to provide a landscaped park and trail area separating the Heights residential neighbourhood from the Parkland (former Chevron) Refinery. The Chevron Buffer Zone plan was originally created in 1975 and a revised plan was adopted by Council in 1999. The lot is bordered by a CP Rail right-of-way to the north, Confederation Park to the east, Eton Street to the far south and Gilmore Avenue to the far west. Immediately around the subject site to the south and west are City-owned lots designated for park and public use under the Chevron Buffer Zone community plan in Burnaby's Official Community Plan. Further away are lots zoned for residential uses predominantly under the R5 Residential District.
- 2.3 Area 1 serves primarily as a refinery fuel tank storage area with the refining operations occurring mainly at Area 2 located further east of Confederation Park. Area 1 was originally developed in 1935 and further improved over the years with a number of additions and upgrades. Currently, there is an upgrade proposed under Preliminary Plan Approval application PPA #22-169 to the fuel tank storage area at the eastern portion of Area 1 which is the subject location of the proposed development variance permit (see **Attachment 1**).

3.0 GENERAL INFORMATION

- 3.1 The applicant is pursuing the construction of two low carbon fuel tanks and an associated catchment area, which will replace an existing catchment area with six smaller fuel tanks. The tank catchment area is proposed to be enclosed partly with cast-in-place concrete retaining walls and partly with precast block concrete fences. In order to facilitate the construction of the retaining walls and fencing, the applicant is seeking to vary Section 6.14.1(1) of the Zoning Bylaw to increase the maximum permitted height for retaining walls from 1.2 m (3.94 ft.) to 7.3 m (23.95 ft.), and Section 6.14.2(1)(c) of the Zoning Bylaw to increase the maximum permitted height for fences located to the rear of a required front yard from 2.4 m (7.87 ft.) to 6.1 m (20.01 48 ft.).
- 3.2 The intent of the height restrictions is to mitigate the massing impacts of retaining walls and fences on neighbouring properties and the public realm. In this case, the location of the catchment area with the subject retaining walls and fences is approximately 147.37 m (483.50 ft) from the nearest residential street (Eton Street).
- 3.3 In general, the subject lot observes a severe downward slope to the north towards the CP Rail line and Burrard Inlet. This existing topography in combination with the existing refinery infrastructure constrains options for the placement of new equipment. The proposed location of the new tanks and the

associated tank catchment area is essentially within the already existing tank area.

- 3.4 The associated tank catchment facility is a safety feature to capture rainwater or any other liquid in the event of a spill. The size and design of this area is based on BC Fire Code, Section 4.3 Tank Storage, where the minimum capacity of the containment is specified.
- 3.5 The tank catchment facility is proposed to be almost entirely recessed to the existing hillside. This results in a need for perimeter retaining walls along the hill edges and perimeter fences at the north-west corner where natural grades are lower. The retaining walls will vary in height with the maximum height determined by the highest hill grades along the recessed area. The maximum fence height is established by the minimum elevation needed to achieve the required volume of the containment.
- 3.6 In summary, the subject retaining walls and fences will be well distanced from the residential neighbourhoods to the south, and at much lower level as compared to Eton Street to the south or Confederation Park to the east. As such, both requested variances will have minimal visual impact on adjacent properties, uses or the public realm. There will be no impacts on green spaces within the Chevron Buffer Zone outside of the subject property and the existing green spaces within the eastern portion of the subject property adjacent to Confederation Park.
- 3.7 For the reasons outlined above, staff support the variance requests to increase the heights of retaining walls and fencing to facilitate the construction of the tank catchment area. A copy of Development Variance Permit #22-04 is included (see **Attachment 2**) in this report. If Council approves the issuance of Development Variance Permit #22-04, then staff also request that Council direct the City Solicitor to register notice of the permit in the Land Title Office.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

As per the requirements set out in the *Local Government Act* and the *Burnaby Development Procedures Bylaw*, public notice of the subject DVP application was delivered to adjacent property owners and occupants (within 50 m of the subject property) at least ten (10) days before Council considers the application for approval. In accordance with the Burnaby Development Procedures Bylaw, signs were also posted along the subject site's frontages at the Eton Street and Willingdon Avenue North intersection and at the McGill Street and Madison Avenue North intersection.

City staff received and responded to ten inquiries for more information on this application, mainly requesting a clarification with regards to the location and purpose of the subject retaining walls and fences. Inquiries raised concerns about the perceived expansion of Area 1 into green space at the eastern portion of the lot and asked that the neighborhood be fully informed about any future plans.

Parkland Refining (BC) Ltd. advised that information about the refinery in general and plans for the Area 1 tanks project, is available at www.burnabyrefinery.ca. The recent

minutes from the Community Advisory Panel (CAP) meeting on November 15, 2023 are online at: <https://www.burnabyrefinery.ca/community/community-advisory-panel/>. The plans to build new tanks on the subject site have been discussed with the CAP for the past two years. In addition, in October 2023 a Notice of Work was circulated with a mail out postcard to 22,000+ households within a 5 km radius of the refinery, alerting the neighborhood that construction activities will be on-going at both Area 1 and Area 2 for the period November 2023 through December 2024.

5.0 FINANCIAL CONSIDERATIONS

There are no financial considerations related to this proposal.

Respectfully submitted,

E. W. Kozak, General Manager Planning and Development

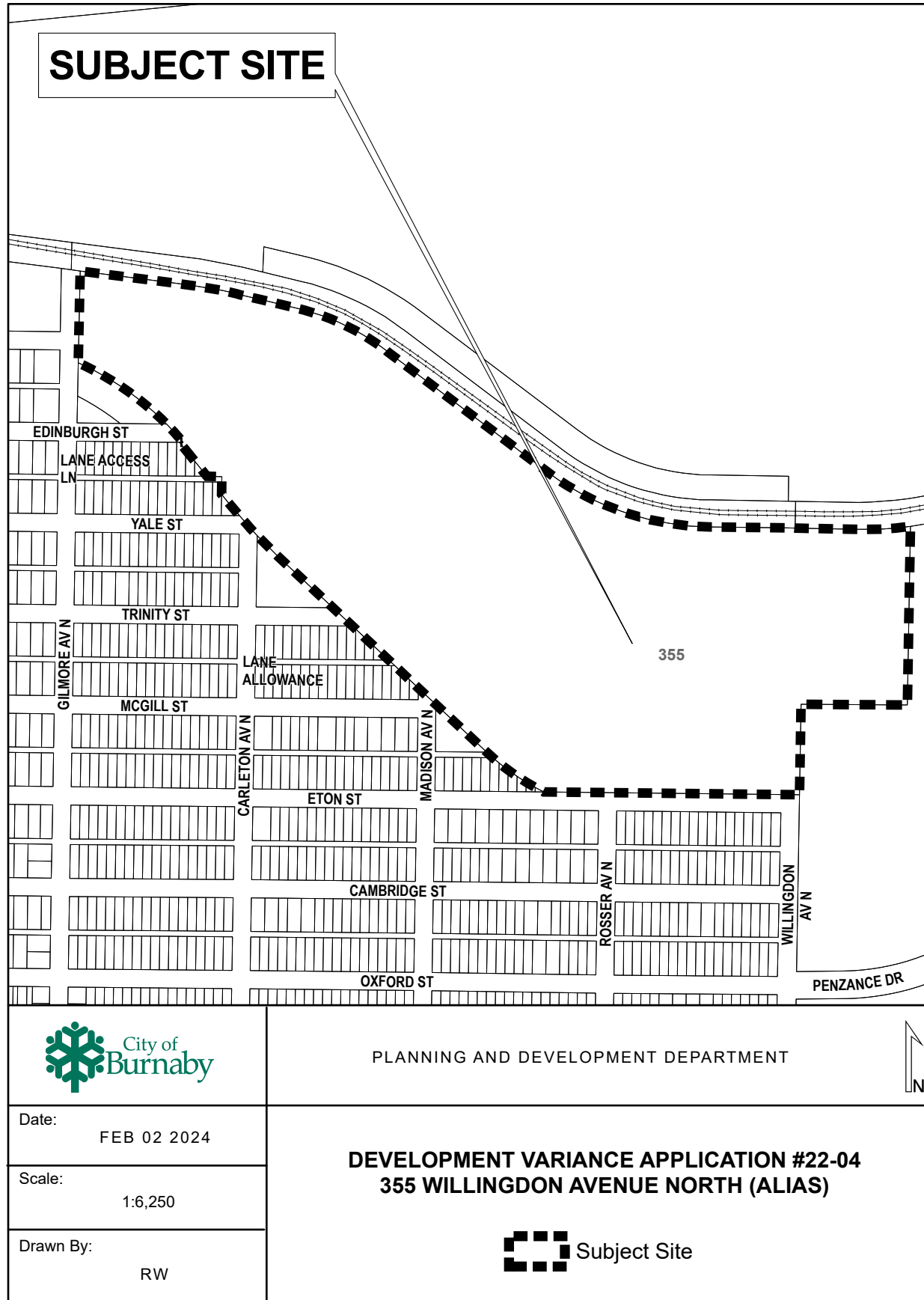
ATTACHMENTS

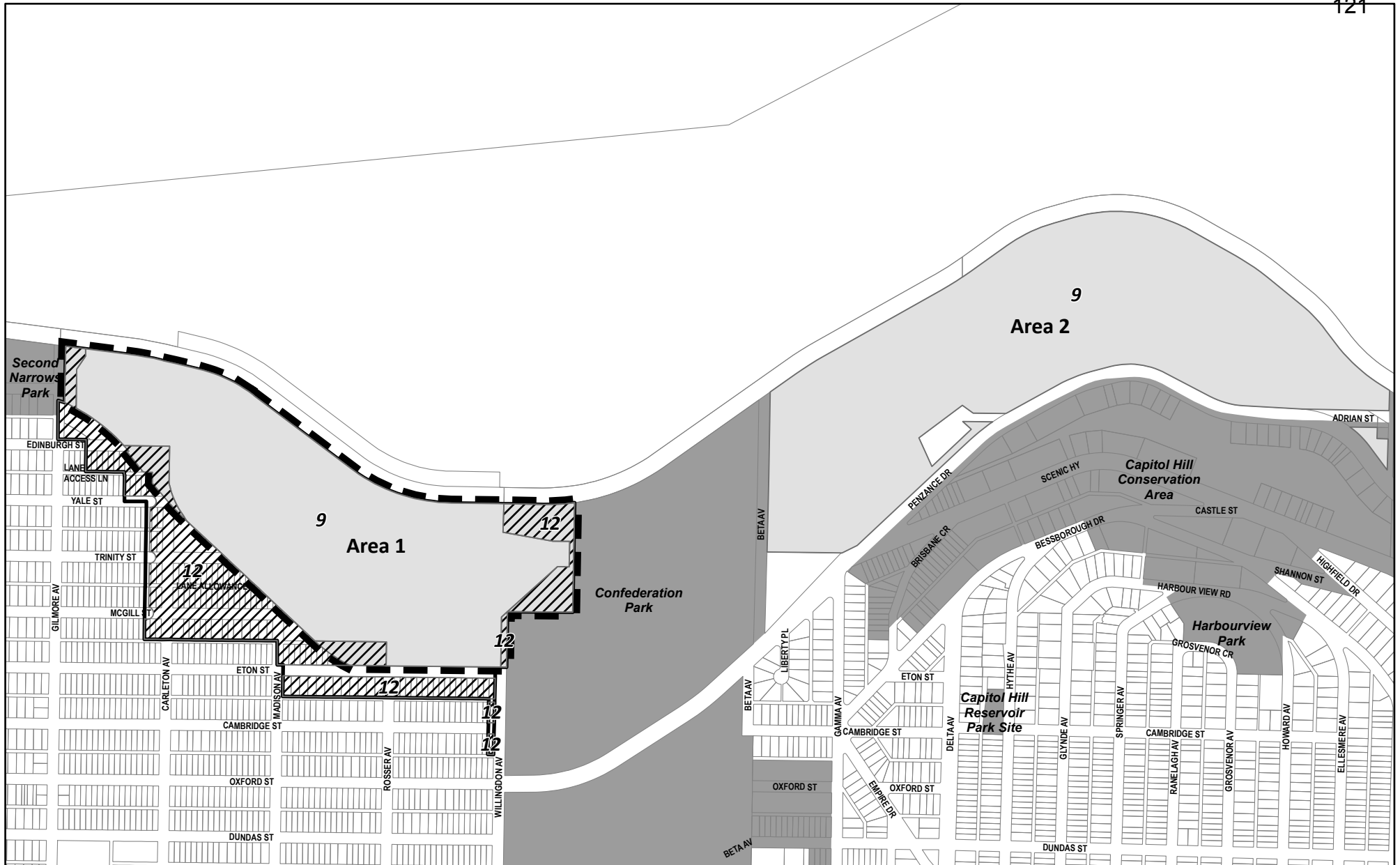
Attachment 1 – DVP #22-04 Sketches #1 and #2

Attachment 2 – DVP #22-04

REPORT CONTRIBUTORS

This report was prepared by Margaret Malysz, Development Plan Approvals Supervisor, and reviewed by Jesse Dill, Director Development.





9 Industrial

12 Park and Public Use

Park Outside of Chevron Buffer Area Plan



Subject Site



0 95 190 380 Meters
1:9,500



PLANNING AND DEVELOPMENT DEPARTMENT

Chevron Buffer Area Plan

ATTACHMENT 2

**CITY OF BURNABY
DEVELOPMENT VARIANCE PERMIT DVP #22-04**

1. This Development Variance Permit (DVP) #22-04 (the "Permit"), issued pursuant to s. 498 of the *Local Government Act*, applies only to property with the civic address, parcel identifier, and legal description as follows:

Civic address: 355 Willingdon Ave N

Legal Description: PID: 017-397-910

Parcel One District Lot 187 and 188 Group 1 New Westminster
District Explanatory Plan LMP562

2. This Permit was applied for by

Parkland Refining (B.C.) Ltd.
1000-2025 Willingdon Ave
Burnaby, BC V5C 0J3

3. This Permit varies the following sections of the *Burnaby Zoning Bylaw, 1965*, but only to the extent necessary to allow *the construction of new retaining walls and fences, substantially in accordance with Attachment 2 (DVP Key Plans) attached to this permit*:
- Section 6.14.1(1) by varying the maximum permitted height for retaining walls from 1.2 m (3.94 ft.) to 7.3 m (23.95 ft.)
 - Section 6.14.2(1)(c) by varying the maximum permitted height for fences from 2.4 m (7.87 ft.) to 6.1 m (20.01 ft.)
4. This Permit shall lapse if the owner does not substantially start any construction with respect to which this Permit is issued, within two (2) years of issuance of this Permit.
5. This Permit is not a building permit, sign permit, preliminary plan approval, or a subdivision approval.

AUTHORIZING RESOLUTION PASSED BY COUNCIL ON ____ DAY OF _____, 20__

THIS PERMIT IS HEREBY ISSUED THIS ____ DAY OF _____, 20__

MAYOR

DEPUTY CORPORATE OFFICER



Meeting March 11, 2024

COMMITTEE COVER REPORT

ENVIRONMENT COMMITTEE

TO: *MAYOR AND COUNCILLORS*

SUBJECT: 2024 PRELIMINARY ENVIRONMENT WEEK PROGRAM

RECOMMENDATION:

THAT the proposed approach for the 2024 Environment Week, as presented in Section 3.1 of the report titled "2024 Preliminary Environment Week Program," dated February 21, 2024, be approved.

REPORT

The Environment Committee, at its meeting held on February 21, 2024 received and adopted the attached report seeking Council approval for the proposed approach for the 2024 Environment Week Program.

On behalf of the Environment
Committee,

Councillor J. Keithley
Chair

Councillor M. Santiago
Vice Chair



Meeting February 21, 2024

File: 33000-01

COMMITTEE REPORT

TO: ENVIRONMENT COMMITTEE (EC)
FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT
SUBJECT: **2024 PRELIMINARY ENVIRONMENT WEEK PROGRAM**
PURPOSE: To seek approval for the proposed approach for the 2024 Environment Week.

RECOMMENDATION

THAT the proposed approach for the 2024 Environment Week as presented in Section 3.1 of the report titled “2024 Preliminary Environment Week Program,” dated February 21, 2024, be approved.

1.0 POLICY SECTION

Civic promotion of environmental awareness, stewardship and climate action aligns with the following Council-adopted plans and strategies:

- *Corporate Strategic Plan (2022);*
- *Climate Action Framework (2020);*
- *Environmental Sustainability Strategy (2016);*
- *Social Sustainability Strategy (2011); and*
- *Official Community Plan (1998).*

2.0 BACKGROUND

The 2024 Environment Week is proposed to be from Sunday, June 2 to Saturday, June 8 to coincide with Canadian Environment Week and World Environment Day on Wednesday, June 5.

The City of Burnaby’s Environment Week program aims to promote environmental awareness, stewardship and climate action through a range of environmentally themed public events and activities. It is coordinated by the City and provides an opportunity for Burnaby residents, local community groups, businesses and other government agencies to come together to recognize and celebrate our community and the environment. This report summarises the activities, events and communications that are proposed for 2024 Burnaby Environment Week to align with this goal.

3.0 GENERAL INFORMATION

The Environment Week program is comprised of free, family-friendly activities occurring at various locations throughout the City. A second report presenting a more detailed

program for the 2024 Burnaby Environment Week will be brought to Environment Committee and Council for approval in April.

3.1 Proposed approach for the 2024 Environment Week

The following events and programs have been confirmed and are proposed to take place as part of Environment Week.

| 2024 Dates | Event |
|-------------------|---|
| June 3 to June 9 | Go By Bike Week |
| June 2 to June 8 | Commuter Challenge |
| June 2 to June 8 | Environmental awareness, stewardship and climate action digital content (promoted on City social media channels) |
| June 2 and June 8 | Two ecosystem restoration events led by Lower Mainland Green Team, in partnership with local stewardship groups and City of Burnaby |
| June 2 and June 8 | Two instructor-led workshops on urban streams and tree identification |
| June 2 and June 8 | Two guided Forest Bathing sessions in Burnaby parks |
| June 4 and June 5 | Four guided canoe trips on Deer Lake |
| June 2 | City Hall pop-up activities at the Amazing Brentwood |
| June 2 | Guided nature walk led by the Cariboo Heights Forest Preservation Society |
| June 2 | First Nations Photography Tour at Deer Lake |
| June 8 | City Hall pop-up activities at the Edmonds Park Plaza |
| June 8 | Eco-Centre Open House |

Details of all finalized events are anticipated to be presented in a future report to the Environment Committee in April. The following events are pending confirmation by community partners at this time:

- Repair Café;
- Coquitlam Search and Rescue presentations to high school classes; and,
- One guided nature walk led by the Burnaby Lake Park Association.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

Led by Marketing and Communications, the Environment Week campaign launch date will be May 12, 2024 and will run until the end of Environment Week on Jun 8, 2024. This community engagement intends to inform the public of the events and encourage participation.

The Environment Week program will be promoted to the public through the City's regular communication channels, including the City webpage at www.burnaby.ca/environmentweek, social media channels, and posters at civic facilities.

Staff will also promote Environment Week directly to partners in the environmental stewardship community, School District 41, the Burnaby Youth Sustainability Network, Burnaby's Inter-Agency Council post-secondary institutions, and others. City partners, such as the Lower Mainland Green Team, Cariboo Heights Forest Preservation Society and Burnaby Lake Park Association, will further promote their events and the larger Environment Week program to their networks.

5.0 FINANCIAL CONSIDERATIONS

Funding for the 2024 Environment Week program is provided from the annual operating budget of the Planning and Development Department.

Respectfully submitted,

E.W. Kozak, General Manager Planning and Development

ATTACHMENTS

None

REPORT CONTRIBUTORS

This report was prepared by Hafsa Salihue, Environmental Planner, and reviewed by Mark Sloat, Senior Environmental Planner, Wendy Tse, Director Community Planning, and Lee-Ann Garnett, Deputy General Manager Planning and Development.



Meeting March 11, 2024

COMMITTEE COVER REPORT

ENVIRONMENT COMMITTEE

TO: *MAYOR AND COUNCILLORS*

SUBJECT: WORLD RIVERS DAY COMMEMORATIVE SIGN AND FEASIBILITY UPDATE

RECOMMENDATION:

THAT staff be authorized to install a new World Rivers Day commemorative sign at Fraser Foreshore Park, as outlined in Section 3.0 of the report titled "World Rivers Day Commemorative Sign and Feasibility Update," dated February 21, 2024.

REPORT

The Environment Committee, at its meeting held on February 21, 2024 received and adopted the attached report providing an update on the feasibility of installing a World Rivers Day commemorative sign at Fraser Foreshore Park.

On behalf of the Environment
Committee,

Councillor J. Keithley
Chair

Councillor M. Santiago
Vice Chair



Meeting February 21, 2024

File: 33000-01

COMMITTEE REPORT

TO: ENVIRONMENT COMMITTEE (EC)
FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT
SUBJECT: **WORLD RIVERS DAY COMMEMORATIVE SIGN AND FEASIBILITY UPDATE**
PURPOSE: To report back on the feasibility of installing a World Rivers Day commemorative sign at Fraser Foreshore Park.

RECOMMENDATION

THAT staff be authorized to install a new World Rivers Day commemorative sign at Fraser Foreshore Park as outlined in Section 3.0 of the report titled "World Rivers Day Commemorative Sign and Feasibility Update," dated February 21, 2024.

1.0 POLICY SECTION

Support of BC and World Rivers Day and civic promotion of environmental awareness and stewardship aligns with the following Council-adopted plans and strategies:

- *Corporate Strategic Plan* (2022);
- *Climate Action Framework* (2020);
- *Environmental Sustainability Strategy* (2016);
- *Social Sustainability Strategy* (2011); and
- *Official Community Plan* (1998).

2.0 BACKGROUND

On February 15, 2023, the Environment Committee received correspondence from Mark Angelo inquiring about the feasibility of displaying an informational and commemorative sign at Fraser Foreshore Park centered on the history of World Rivers Day (WRD). This request resulted in the Committee directing staff to report back on the feasibility of installing such a sign. This request is framed by the historical connections the City of Burnaby and Mark Angelo have with BC and World Rivers Day, as elaborated below.

Mr. Angelo is the founder and Chair of BC and World Rivers Day, Chair Emeritus of the River Institute at BCIT and a long-time Burnaby resident. He founded Rivers Day in the southern interior of BC in the early 1980s to promote environmental stewardship and to educate the public about the environmental, social and economic values of rivers. This became BC Rivers Day, celebrated annually on the 4th Sunday in September. The City of Burnaby was the first BC municipality to proclaim BC Rivers Day in 1993 and since that time, City staff have worked with Mr. Angelo each year to prepare a Rivers Day community celebration in Burnaby. In 2005, Mr. Angelo worked with the United Nations to develop World Rivers Day for promotion to countries around the world. Today, BC and World Rivers Day is celebrated in communities across BC and Canada and in over 100 countries.

3.0 GENERAL INFORMATION

In response to the direction from the Environment Committee, staff met to identify the process for designing, preparing and installing a WRD commemorative sign at Burnaby Fraser Foreshore Park.

Based on the information gathered, this report concludes that it is feasible to install a commemorative sign for WRD at Fraser Foreshore Park, as outlined below. Further, the installation of this sign aligns with many of the City's stewardship and education policies, as well as Burnaby's long-standing relationship with Rivers Day and Mark Angelo as a community partner.

A summary of the content, location, and timeline to install the sign is provided below.

3.1 Content

Based on a sign template used for other commemorative or informational signs, it is proposed that the content of the sign could include, but not be limited to, the following:

- Historical background of BC and World Rivers Day and founder Mark Angelo
- The significance of Burnaby's waterways as its natural heritage, including the City's efforts to preserve and enhance watercourses
- A timeline of significant milestones, for example:
 - 1973 – City of Burnaby *Open Watercourse Policy* ensures watercourses remain open
 - 1980 – First 'BC Rivers Day'
 - 1993 – City of Burnaby proclaim 'BC Rivers Day'
 - 2005 – WRD launched as part of the UN Water for Life Decade
- Highlight the current goals of WRD with a focus on public and youth engagement in environmental stewardship activities
- A QR code that can be linked to the [WRD website](#) with more information
- High quality images or maps

3.2 Location and Timeline

The pier at Fraser Foreshore Park was identified as the ideal location for the WRD commemorative sign because of its location on the Fraser River. This pier is scheduled to be replaced with construction expected to occur in the five year capital plan 2024-2029. Therefore, the WRD sign could be unveiled in conjunction with the completion of the pier redevelopment project. A temporary sign could be installed on site for the 2024 celebrations.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

City staff and Mr. Angelo will work collaboratively to design the content and layout of the sign. Invitations will be sent out to Council, Environment Committee members and community partners that might be interested in attending the sign unveiling event. The Marketing and Communications team will organize the photographer for the sign unveiling event. To engage the community early, there may be an opportunity to unveil the design of the sign and planned location at the 2024 World Rivers Day community event at the Burnaby Village Museum.

5.0 FINANCIAL CONSIDERATIONS

The permanent sign will be part of the PRC signage program in the 2024-2029 capital budget.

Respectfully submitted,

EW Kozak, General Manager Planning and Development

ATTACHMENTS

None.

REPORT CONTRIBUTORS

This report was prepared by Hafsa Salihue, Environmental Planner, and reviewed by Mark Sloat, Senior Environmental Planner, Wendy Tse, Director Community Planning, Heather Edwards, Manager of Parks Planning, Design, and Development, and Lee-Ann Garnett, Deputy General Manager Planning and Development.



Meeting March 11, 2024

File: 2410-20

COMMITTEE TO COUNCIL REPORT

TO: MAYOR & COUNCILLORS

FROM: PLANNING AND DEVELOPMENT COMMITTEE

SUBJECT: **NOM: BURNABY NEIGHBOURHOOD HOUSE NORTH**

PURPOSE: To seek Council support of the Notice of Motion (NOM) from the Planning and Development Committee that was introduced and subsequently amended by the Committee for staff to be directed to explore opportunities for a development partner and alternative interim solutions for a Burnaby Neighbourhood House location in the Burnaby North Corridor.

RECOMMENDATION

THAT staff be directed to search for a development partner to supply the amenity needs for Burnaby Neighbourhood House in the Burnaby North corridor; and

THAT staff be directed to explore alternative interim solutions in partnership with the City and Burnaby Neighbourhood House.

1.0 POLICY SECTION

A partnership with Burnaby Neighbourhood House aligns with and is supported by the following Council-adopted policies and plans/strategies: Equity Policy (2020), Corporate Strategic Plan (2022) and the Social Sustainability Strategy (2011).

2.0 BACKGROUND

At the Planning and Development meeting on November 8, 2023 a delegation from Burnaby Neighbourhood House provided a presentation on the need for space for a Burnaby Neighbourhood House in the Burnaby North corridor.

3.0 GENERAL INFORMATION

At the Planning and Development Committee meeting held on February 14, 2024, the Chair, Mayor Hurley, brought forward a Notice of Motion to direct staff to look for a partnership opportunity with a developer in the Burnaby North corridor for space for Burnaby Neighbourhood House. The Notice period was waived and the motion was introduced and further amended for staff to also explore interim solutions in partnership with the City and Burnaby Neighbourhood house,

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

Not applicable at this time.

5.0 FINANCIAL CONSIDERATIONS

Not applicable at this time.

On behalf of the Planning and Development Committee,

Mayor Mike Hurley, Chair

Councillor Pietro Calendino, Vice Chair

ATTACHMENTS

N/A

REPORT CONTRIBUTORS

This report was prepared by Kathryn Matts, Administrative Officer 2, and reviewed by Juli Halliwell, General Manager Corporate Services.



Meeting March 11, 2024

File: 2410-20

COMMITTEE TO COUNCIL REPORT

TO: MAYOR & COUNCILLORS
FROM: PARKS, RECREATION AND CULTURE COMMITTEE
SUBJECT: **BCRPA SYMPOSIUM**
PURPOSE: To seek Council authorization of an expenditure of up to \$10,000 to allow for up to five (5) members of the Parks, Recreation and Culture Committee to attend the 2024 BC Recreation and Parks Association (BCRPA) Symposium in Penticton, BC from May 1-2, 2024.

RECOMMENDATION

THAT an expenditure of up to \$10,000 for up to five (5) Parks, Recreation and Culture Committee members to attend the 2024 BCRPA Symposium in Penticton, BC from May 1-2, 2024, be approved.

1.0 POLICY SECTION

This report for funding expenditure approval to support Parks, Recreation and Culture Committee members attendance at the 2024 BC Recreation and Parks Association (BCRPA) Symposium aligns with the Corporate Strategic Plan (2022).

2.0 BACKGROUND

The BCRPA is a not-for-profit organization that plays a central role in championing the power of recreation and parks.

Historically, staff and the parks, recreation and culture advisory body take part in the annual BCRPA Symposium which is BCRPA's premier event for the province's recreation and parks sector.

At the Parks, Recreation and Culture Committee meeting of February 13, 2024, the General Manager Parks, Recreation and Culture advised of the upcoming Symposium and asked members interested in attending to contact Legislative Services. To date, five (5) members have expressed an interest in taking part in the Symposium.

3.0 GENERAL INFORMATION

The Parks, Recreation and Culture Committee recommends that Council authorize an expenditure of up to \$10,000 for up to five (5) Parks, Recreation and Culture Committee members to attend the 2024 BCRPA Symposium.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

Not applicable.

5.0 FINANCIAL CONSIDERATIONS

Funds are available in the Advisory Body, Boards and Commissions budget.

On behalf of the Parks, Recreation and Culture Committee,

Councillor Sav Dhaliwal, Chair

Councillor J. Wang, Vice Chair

REPORT CONTRIBUTORS

This report was prepared by Kathryn Matts, Administrative Officer 2 and reviewed by Juli Halliwell, General Manager Corporate Services.



Meeting March 11, 2024

COMMITTEE COVER REPORT

PUBLIC SAFETY COMMITTEE

TO: *MAYOR AND COUNCILLORS*

SUBJECT: BURNABY POLICY ON COMMUNITY INITIATED MEMORIALS

RECOMMENDATION:

THAT the proposed City of Burnaby Policy on Community Initiated Memorials as outlined in the report titled "Burnaby Policy on Community Initiated Memorials" dated February 28, 2024, be approved.

REPORT

The Public Safety Committee, at its meeting held on February 28, 2024, received and adopted the attached report seeking Council approval for the proposed policy that establishes a framework to ensure a trauma-informed, coordinated and consistent City response to community memorials.

On behalf of the Public Safety Committee,

Councillor J. Wang
Chair

Councillor M. Santiago
Vice Chair



Meeting February 28, 2024

File:3900

COMMITTEE REPORT

TO: PUBLIC SAFETY COMMITTEE (PSC)
FROM: GENERAL MANAGER COMMUNITY SAFETY
SUBJECT: **BURNABY POLICY ON COMMUNITY INITIATED MEMORIALS**
PURPOSE: To seek approval for the proposed policy that establishes a framework to ensure a trauma-informed, coordinated and consistent City response to community memorials.

RECOMMENDATION

THAT the proposed City of Burnaby Policy on Community Initiated Memorials as outlined in the report titled “Burnaby Policy on Community Initiated Memorials” dated February 28, 2024, be approved.

1.0 POLICY SECTION

The City of Burnaby Community Initiated Memorial Policy aligns with City and regional bylaws and policies, including the Street and Traffic Bylaw, Burnaby’s Social Sustainability Strategy, Burnaby Strategic Plan, and the Burnaby Community Safety Plan.

2.0 BACKGROUND

Community initiated memorials are established throughout communities after a disturbing or otherwise traumatizing incident, most frequently an unexpected death. These public displays are commonly created by surviving families or loved ones as a shared expression of their loss. Sometimes the nature or reminder of the incident can also cause upset and create concern within the broader community. Further, the content or placement of memorials can create safety, operational or maintenance concerns for public space and infrastructure.

3.0 GENERAL INFORMATION

This proposed Community Initiated Memorials Policy provides an enterprise-based coordinated City response to community initiated memorials that is equitable and consistent, upholding community safety for the greatest public good. The policy integrates trauma-informed processes sensitive to the needs of diverse stakeholder groups. This includes dealings with surviving families, the broader community, as well as our staff who undertake this difficult work to manage the memorials as required.

The proposed policy utilizes existing staff resources and workflow to provide a strong level of responsive customer service to how we effectively manage memorials in Burnaby.

3.1 Coordinated and Systematic Response to Concerns about Memorials

Staff in the Crime Reduction and Intervention Division will coordinate with other City departments to ensure a consistent response to memorial complaints when received.

Community concerns and complaints about these memorials will be recorded in compliance with the Freedom of Information and Protection of Privacy Act and responded to in a systematic manner. The response to community initiated memorials will include communication to the involved parties about this policy; timelines for review processes and potential removal of the memorial as appropriate.

3.2 Framework and Approval for Memorial Removal

Memorials will be assessed for removal according to the following evaluation framework:

| | |
|-----------|--|
| 1. | Unsafe <ul style="list-style-type: none"> - Roadside memorials containing elements that could be unsafe. Examples could be those that cause a visual distraction to drivers, thus presenting a safety concern. This may include very large displays or those that include solar lighting or other electronic elements. |
| 2. | Abandoned or Derelict <ul style="list-style-type: none"> - Memorials that may be considered run-down or unkept. This could include those with large quantities of decomposing flowers or sodden stuffed toys, for example. |
| 3. | Obstructs Use of Public Space <ul style="list-style-type: none"> - Any memorial that prevents the intended use of public space or infrastructure. Examples might include memorials that obstruct the use of a bike path, trail, parking sign, sidewalk or playground. |

| | |
|-----------|---|
| 4. | Incompatible With Adjacent Uses Memorials that are incompatible with adjacent uses of space (including those adjacent to a school, playground or other area frequented by children). |
| 5. | Violates Personal Information or Privacy Memorials that contain elements that violate the personal information or privacy of individuals or others other than the subject person(s) of the memorial. This could include images of minors or other people who have not consented to their use or other named individuals who have not consented or complain about their personal information being included in the memorial. |
| 6. | Infringing on Use of Private Property Those memorials in close proximity to a private residence while unassociated to the occupants. |

Removal will not be undertaken for all instances of memorials in Burnaby. Additionally, there may be unforeseen elements of future memorials which would also warrant a review and potential removal.

Occasionally, City staff become aware of a memorial prior to receiving any complaints from the community. The above same evaluation framework will be used to determine if proactive removal of the memorial needs to be undertaken prior to receiving such concerns.

The decision to initiate removal of a memorial will remain with the General Manager Community Safety, in accordance with the above framework and through consultation with staff. The volume of community concerns received by the City about a memorial may also be taken into consideration as part of this evaluation.

3.3 Communication with Families

Whenever possible, staff with training and experience with trauma-informed practice will act as primary contact with the family or other identified parties associated with the establishment of the memorial.

3.4 Supporting our People

City staff involved in any physical removal of memorials will be briefed on the assignment through crew talks in advance. A supervisor will offer follow-up after the

removal as necessary and according to established departmental procedures, including to provide any necessary resources such as access to the Employee and Family Assistant Program

3.5 Memorial Management

All efforts will be made to notify family members or other identified parties associated with the establishment of the memorial of the decision to remove a memorial. They will be permitted to remove memorial artifacts themselves or elect to have City staff do so.

If City staff have been unable to contact family or other parties associated with the memorial through reasonable efforts, staff shall remove the memorial items and store them in a secure location for thirty days.

Removals without contact may have a notice posted on the memorial location including how to reach staff to retrieve memorial materials for this thirty day period. Staff will otherwise safely dispose of collected items that have been held for thirty days.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

Not applicable.

5.0 FINANCIAL CONSIDERATIONS

Costs associated to the administration of this policy will be absorbed within existing departmental base budgets as part of the 2024-2028 Financial Plan.

Respectfully submitted,

Dave Critchley, General Manager Community Safety

ATTACHMENTS

Attachment 1 – Draft Community Initiated Memorial Policy

REPORT CONTRIBUTORS

This report was prepared by Dawn Virginillo, Manager Crime Reduction and Intervention. Parks, Recreation and Culture, Engineering, Legal, People and Culture, Police Services, Indigenous Relations and Reconciliation, Victim Services, and Legislative Services were consulted in the development of the policy.

Community Initiated Memorials Policy

| | | | |
|------------------------|--|-----------------------|----------|
| SOURCE: | Crime Reduction and Intervention Division | | |
| POLICY NUMBER: | Draft: A-CS-2024-002 | | |
| APPROVED BY: | Council | | |
| EFFECTIVE DATE: | Draft, pending | REVISION DATE: | Original |

Purpose

This policy outlines the framework and guiding objectives governing the City's response to community initiated memorials. The policy includes key City resources to be engaged in this response, as well as guidelines for communication, review and management of community initiated memorials on City property.

Scope

This policy applies to all City owned, leased or operated property, infrastructure and facilities.

Background

Community-driven memorials occur in the aftermath of a disturbing or traumatic incident, most frequently in the event of an unexpected death. These public displays reflect the loss felt by those who set up the memorial. The nature or reminder of the incident can also cause upset and create concern within the broader community. Occasionally the content or placement of memorials can create safety, operational or maintenance concerns for public space and infrastructure.

This policy provides an enterprise-based City response to community initiated memorials that is equitable and consistent, upholding community safety for the greatest public good. The integration of trauma-informed processes ensures the City remains sensitive and responsive to the needs of diverse stakeholder groups.

Policy

The City will undertake review and respond to all complaints or concerns regarding community initiated memorials, including from members of the public. Once the City is aware of a complaint or concern, the following framework will be used to assess whether a memorial should be considered for removal. However, there may be additional relevant considerations depending on the memorial. For example, the City will review considerations including, but not limited to:

1. Potential safety concerns. For example, those memorials that present a visual distraction or obstruction to drivers; such as large

Community Initiated Memorials Policy

eye-catching displays, or those that include solar lighting or other electronic elements.

2. Abandoned or derelict. Examples could include those with decomposing flowers, sodden stuffed toys or other materials vulnerable to outside elements.
3. Obstruction of public space or infrastructure. Examples might include memorials that obstruct the use of a bike path, trail, parking sign or other infrastructure such as a sidewalk or playground.
4. Memorials that are incompatible with adjacent uses of space (such as schools, playgrounds, playfields or other areas frequented by children).
5. Violating personal information and privacy of individuals or others other than the subject person(s) of the memorial. This can include images of minors or other people who have not consented to their use; or other named individuals who have not consented or complain about their personal information being included in the memorial.
6. Those memorials in close proximity to a private residence, while unassociated to the occupants.

Occasionally City staff will become aware of a memorial prior to receiving any complaints or concerns from the community. The above same criteria will be used to determine if proactive removal of the memorial needs to be undertaken prior to receiving such concerns or complaints.

The decision to initiate removal of a memorial will remain with the General Manager of Community Safety, in accordance with the above framework and through consultation with staff.

General Principles and Objectives

1.0 Coordinated and Systematic Response

The Crime Reduction and Intervention Division is responsible for coordinating with other City departments to ensure a consistent response set out in this policy.

2.0 Managing Memorial Items

Family members or other identified parties associated with the establishment of the memorial will be notified of a decision to remove a memorial whenever possible. They will be permitted to remove memorial artifacts themselves or elect to have City staff do so.

Community Initiated Memorials Policy

If City staff have been unable to contact family or other parties associated with the memorial through reasonable efforts, staff shall remove the memorial items and store them in a secure location for thirty days.

Removals without contact may have a notice posted on the memorial location including how to reach staff to retrieve memorial materials for this thirty-day period. Staff will otherwise safely dispose of collected items that have been held for thirty days.

3.0 Sensitive, Trauma Informed Response

The City seeks to implement a trauma-informed response to the management of community initiated memorials.

3.1 – Dealings with Family: Staff with training and experience with trauma informed practice will act as primary contact with the family or other identified parties associated with the establishment of the memorial whenever possible. This communication may include but will not be limited to information about this policy; other grief supports and referrals available to them, as well as potential alternative means to memorialize their loved one through established City programs when available.

3.2 – Dealings with Community: Community concerns and complaints about these memorials will be recorded in compliance with the *Freedom of Information and Protection of Privacy Act* and responded to in a systematic manner. This response may include but will not be limited to information about this policy; timelines for review processes and potential removal of the memorial if appropriate. Personal information collected for this purpose will only be retained for its useful period and retained for two years, then destroyed.

3.3 – Supporting our People: City staff involved in any physical removal of memorials will be briefed on the assignment through crew talks in advance. A supervisor will offer follow-up after the removal as necessary and according to established departmental procedures, including to provide any necessary resources such as access to the Employee and Family Assistance Program.

Community Initiated Memorials Policy

Responsibilities General Manager Community Safety/City Leadership Team

- Decisions under this policy, and on-going review and recommended updates to this Community Initiated Memorials Policy document.

Departmental General Managers/Directors and Managers

- Upholding the principles of this Community Initiated Memorials Policy; this includes ensuring department specific procedures for recording and responding to community concerns about memorials, to ensure a consistent and equitable City response.

Engineering Department

- Complying with all aspects of this Community Initiated Memorials Policy.
- Ensuring adequate storage, retention, and possible disposal of memorial artifacts according to pre-established departmental procedures.

Parks, Recreation and Cultural Services

- Complying with all aspects of this Community Initiated Memorials Policy.
- Ensuring adequate storage, retention, and possible disposal of memorial artifacts according to pre-established departmental procedures.

Indigenous Relations and Reconciliation Division

- Ensuring that any decisions made with regards to memorials related to the history of colonization and/or reconciliation with Indigenous Peoples will be made in consultation and collaboration with Indigenous Peoples following appropriate cultural protocols.

Crime Reduction and Intervention Division

- Complying with all aspects of this Community Initiated Memorials Policy.
- Ensuring that the Community Initiated Memorials Policy remains current and recommending modifications as needed.
- Maintaining ongoing communication with other departments to ensure community concerns are responded to in a consistent and equitable manner. This may include referrals and requests for

Community Initiated Memorials Policy

follow-up, as well as direct communication with concerned residents, or families and other parties responsible for the establishment of the memorial as required.

Burnaby RCMP Victim Services

- Complying with all aspects of this Community Initiated Memorials Policy.
- Undertaking primary communication and follow up support service with the family or other identified parties associated with the establishment of the memorial whenever possible, after receiving consent for services.

City Staff

- Awareness of the general principles and guiding objectives of this policy.
- Maintaining strong levels of customer service and confidentiality when dealing with complaints about community initiated memorials.

Assistance, Guidance, or Policy Clarification

If you require assistance, guidance, or clarification regarding this policy, please contact the Crime Reduction and Intervention Manager.

Leon Gous
Chief Administrative Officer

| | Date | Updated by | Description |
|-----|------------------|-----------------|---|
| 1.0 | January 22, 2024 | Dawn Virginillo | Original Community Initiated Memorials Policy |
| | | | |
| | | | |
| | | | |

Community Initiated Memorials Policy

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Meeting March 11, 2024

COMMITTEE COVER REPORT

PUBLIC SAFETY COMMITTEE

TO: *MAYOR AND COUNCILLORS*

SUBJECT: NASAL NALOXONE PILOT PROGRAM UPDATE

RECOMMENDATION:

THAT staff be authorized to continue placing naloxone nasal spray kits at City recreation centres and libraries, as outlined in the report titled "Nasal Naloxone Pilot Program Update" dated February 28, 2024; and

THAT staff be authorized to place naloxone nasal spray kits at the additional locations, as outlined in the report titled "Nasal Naloxone Pilot Program Update" dated February 28, 2024; and

THAT a copy of this report be forwarded to the Library Board for information.

REPORT

The Public Safety Committee, at its meeting held on February 28, 2024, received and adopted the attached report seeking Council approval to implement the Nasal Naloxone Pilot Program on a full-time basis.

On behalf of the Public Safety Committee,

Councillor J. Wang
Chair

Councillor M. Santiago
Vice Chair



Meeting February 28, 2024

File: 2410-20

COMMITTEE REPORT

TO: PUBLIC SAFETY COMMITTEE (PSC)
FROM: GENERAL MANAGER COMMUNITY SAFETY
SUBJECT: NASAL NALOXONE PILOT PROGRAM UPDATE
PURPOSE: To provide an update on the Nasal Naloxone Pilot Program and seek approval to implement on a full-time basis.

RECOMMENDATION

THAT staff be authorized to continue placing naloxone nasal spray kits at City recreation centres and libraries as outlined in the report titled "Nasal Naloxone Pilot Program Update" dated February 28, 2024; and

THAT staff be authorized to place naloxone nasal spray kits at the additional locations as outlined in the report titled "Nasal Naloxone Pilot Program Update" dated February 28, 2024; and

THAT a copy of this report be forwarded to the Library Board for information.

1.0 POLICY SECTION

This report aligns with the following Council-adopted policies, plans and strategies: Community Safety Plan (2020) and Burnaby Strategic Plan (2022).

2.0 BACKGROUND

This report provides an update to the Public Safety Committee (PSC) and Council on the Nasal Naloxone Pilot Program. This initiative within the City's 2020 Community Safety Plan (CSP) is an endeavor in our community's response to the opioid epidemic and this report provides key developments and outcomes associated with this pilot program. In addition, Community Safety staff are seeking support from PSC and Council to implement this program on a full-time basis at the facilities included in the pilot, and at four additional City facilities as outlined in this report.

3.0 GENERAL INFORMATION

The Nasal Naloxone Program was initially deployed as a pilot initiative under the Community Safety Plan in the fall of 2020. This pilot aimed to test the effectiveness and feasibility of implementing a naloxone administration program within City facilities to address opioid overdoses. Naloxone is also known by the brand name Narcan and is used to temporarily reverse the effects of opioid overdose and has been shown to be

highly effective and safe. Naloxone can be given by injection into the muscle, vein, and skin or intranasally.

Naloxone nasal spray kits were initially deployed at publicly accessible locations within the following City facilities:

| Facilities | | | | |
|--------------------|-----------|-------------|---------------|---------|
| Recreation Centres | Bonsor | Fred Randal | Eileen Daily | Cameron |
| Libraries | Metrotown | McGill | Tommy Douglas | Cameron |

City staff members were provided with a one-hour training session to recognize an opioid overdose and to administer nasal naloxone. Five training sessions were conducted with 107 staff trained (including a Train the Trainer program). Since the commencement of this initiative, additional Community Safety staff have received nasal naloxone training specific to their duties related to the Emergency Warming Centre and Emergency Reception Centre.

It is important to note that while staff have the option to use nasal naloxone, it is not mandatory. Trained staff and members of the public have access to naloxone nasal spray kits located in public areas at the above noted City facilities should they choose to engage in an overdose response.

The COVID-19 pandemic had a significant impact on the pilot program as it resulted in non-typical attendance at our facilities. In response to these challenges, the pilot was extended to ensure sufficient data collection and accurate evaluation. Since the implementation of the pilot program, there has been one recorded deployment of the naloxone nasal spray at the Edmonds Community Centre parking lot by a member of the public with support from City staff on August 24, 2023. This deployment resulted in the successful recovery of the patient.

Although there has only been one deployment, the potential for additional positive outcomes is significant given the ongoing and escalating opioid health crisis. Widespread access to naloxone in public spaces is one tool in harm reduction strategies and the expansion of nasal naloxone to other City facilities will enhance the possibility of positive outcomes.

Along with increasing public awareness, there will be a focus on enhancing education and training initiatives to empower individuals to administer naloxone effectively. This accomplishment serves as a foundation for a broader community health and safety approach to combat opioid-related emergencies and emphasizes the commitment to saving lives and promoting community well-being.

Attached is the initial report from July 15, 2020, submitted at the launch of the Nasal Naloxone Pilot Program. It provides a comprehensive overview of the objectives, goals, and anticipated outcomes for the nasal naloxone initiative (Attachment 1).

3.1 Proposed Additional Sites

Staff are proposing to expand the deployment of nasal naloxone to four additional City facilities given their significant public interfacing programs.

- Christine Sinclair Community Centre - deployment to this facility would be in alignment with the nasal naloxone deployment to the City recreation facilities that were included in the pilot program.
- City Youth Centres – deployment of nasal naloxone to the Creekside, South Central and Summit Youth Centres would be consistent with placement in City facilities with significant public interfacing programs. Edmonds Youth Centre is in a recreation centre with nasal naloxone and no additional deployment is required.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

The nasal naloxone initiative is a component of the Community Safety Plan and has been communicated and reported on, as part of the Community Safety Plan regular updates to Council.

5.0 FINANCIAL CONSIDERATIONS

The naloxone nasal spray kits are replenished as they expire (24 months) or are deployed. Each kit contains two doses and costs \$129 (plus PST, no GST). Each facility maintains two kits for a total annual cost for each facility of \$129. The total annual cost for all 12 City facilities (should the additional sites be approved) would be approximately \$1,600 (plus PST).

The cost to replenish expired or deployed units is estimated to have a minimal impact on departments and will be absorbed within the departments' base budgets. The maintenance and replacement of the nasal naloxone at each location would be the responsibility of the staff onsite as part of their facility procedures.

Respectfully submitted,

Dave Critchley, General Manager Community Safety

ATTACHMENTS

Attachment 1 – Public Safety Committee report from July 15, 2020.

REPORT CONTRIBUTORS

Subject: Nasal Naloxone Pilot Program Update
Open PSC Meeting February 28, 2024..... Page 4

This report was prepared by Chris Hoang, Business Manager and reviewed by Beth Davies, Chief Librarian and Mary Morrison-Clark, General Manager Parks, Recreation and Culture.



Meeting 2020 Jul 15

Committee REPORT

TO: CHAIR AND MEMBERS
PUBLIC SAFETY COMMITTEE

DATE: 2020 Jul 03

FROM: DIRECTOR - PUBLIC SAFETY AND
COMMUNITY SERVICES

SUBJECT: PLACEMENT OF NASAL NALOXONE SPRAY AT CITY
RECREATION CENTRES AND LIBRARIES

PURPOSE: To provide the Public Safety Committee information on the placement of nasal naloxone spray at City recreation centres and libraries.

RECOMMENDATIONS:

1. **THAT** Public Safety Committee receive this report for information purposes.
2. **THAT** Public Safety Committee recommends Council receive this report for information purposes.
3. **THAT** a copy of this report be provided to the Library Board for information purposes.

REPORT

1.0 INTRODUCTION

In 2016 April, in response to the ongoing and escalating crisis of illegal drug-related overdose deaths, the BC Provincial Health Officer (PHO) declared a public emergency under the *Public Health Act*, which was a first in BC and Canada. Since the initial public emergency declaration, the overdose crisis has not only continued but also been exacerbated by the COVID-19 pandemic.

In 2020 May, BC recorded 170 suspected illicit drug toxicity deaths which is the highest monthly total ever recorded in BC and equates to approximately 5.5 deaths a day. This represents a 93 percent spike over the number of similar deaths in 2019 May. In addition, on 2020 June 26, BC paramedics responded to 131 drug overdoses, the most recorded in a single day.

The response to the overdose crisis has been extensive and multi-faceted by local, provincial and federal partners and has consisted of multiple components including the wide spread availability of naloxone (also known as Narcan) to reverse the effects of an

To: Public Safety Committee
 From: Director - Public Safety and Community Services
 Re: Narcan Nasal Spray
 2020 Jul 15..... Page 2

opioid overdose. The City of Burnaby as part of the recently implemented Community Safety Plan, has identified an initiative specific to the overdose crisis, entitled *Substance Use Response* which is further outlined in this report.

2.0 POLICY SECTION

Goal

- A Safe Community
 - Crime prevention and reduction – Ensure citizens and businesses feel safe in our community
 - Emergency preparedness – Enhance plans, procedures and services so that we are better prepared to respond to emergencies and are able to maintain City services
 - Emergency services – Provide responsive emergency services
 - Transportation safety – Make City streets, pathways, trails and sidewalks safer
 - Community amenity safety – Maintain a high level of safety in City buildings and facilities for the public and City staff
- A Healthy Community
 - Healthy life – Encourages opportunities for healthy living and well-being
 - Healthy environment – Enhance our environmental health, resilience and sustainability
 - Lifelong learning – Improve upon and develop programs and services that enable ongoing learning
 - Community involvement – Encourage residents and businesses to give back to and invest in the community

3.0 BACKGROUND

The confluence of the drug overdose and COVID-19 public health emergencies has resulted in an increased risk of illicit drug overdose due to the new guidelines for social distancing and the closure of international borders. These actions have impacted the illicit drug trade and pushed people at risk to seek out alternative drug supplies which have even greater unpredictable drug potencies, which in turn has resulted in increased overdoses.

The City of Burnaby currently provides Fire Department and RCMP first responders with naloxone should they respond to, or encounter a drug overdose in progress. The Fire Department with their advanced first aid training and skills, are provided with injectable naloxone and the RCMP are provided with nasal naloxone spray which is also effective in reversing the effects of a drug overdose, however much simpler to administer. The Fire Department has deployed naloxone on an average of several times a month during the

To: Public Safety Committee
 From: Director - Public Safety and Community Services
 Re: Narcan Nasal Spray
 2020 Jul 15..... Page 3

overdose crisis, while the RCMP has administered nasal naloxone spray on lower frequency. The differing level of applications is due to the Fire Department receiving and attending to significant numbers of calls for medical assistance.

As part of the Substance Use Response initiative in the Burnaby Community Safety Plan, nasal naloxone spray will be placed at select City recreation centres and libraries on a one year pilot basis. The pilot program will commence in September/October of 2020 during which time data will be collected on the usage of the nasal naloxone kits. A further report will be completed at the end of the pilot program providing an evaluation of the placement and usage of the kits, along with recommendations regarding the continuation and potential expansion of the program.

This nasal naloxone spray program is modeled after the Automatic External Defibrillator (AED) program in which AEDs are currently installed throughout Civic facilities and maintained by City staff. Similar to the AEDs, the nasal naloxone spray program is intended to make the spray available for public use and City staff will not be required as part of their job duties to administer nasal naloxone. City staff who regularly work at the facilities where nasal naloxone spray is installed, would be provided with awareness training related to the intended purpose, location and use of the kits, as well as any additional health and safety training deemed appropriate to ensure they are aware of the steps to be taken in the event of an emergency, including how to address any risks associated with the public's use of the nasal naloxone kits.

3.1 Nasal Naloxone Spray

Nasal naloxone spray is a nasal formulation of naloxone and is used for the temporary treatment of a known or suspected opioid overdose (attachment 1). Designed for use in the community, nasal naloxone spray is needle-free and ready to use. The nasal naloxone spray comes in a single use device containing a single dose, after which it is to be discarded. A kit typically contains two single dose applicators.

Nasal naloxone spray does have an expiration date which typically provides a usable period of 18 to 24 months and the kits would require regular replacement should the program become permanent. The potential cost per kit is approximately \$100 for a kit containing two single dose applicators. The cost for the pilot project can be absorbed within the current Public Safety & Community Services budget.

3.2 Placement of Nasal Naloxone Spray

The nasal naloxone spray will be placed at the following City facilities:

1. Bob Prittie Metrotown Public Library
2. Tommy Douglas Public Library
3. Cameron Public Library

To: Public Safety Committee
 From: Director - Public Safety and Community Services
 Re: Narcan Nasal Spray
 2020 Jul 15..... Page 4

4. McGill Public Library
5. Bonsor Recreation Complex
6. Eileen Dailly Leisure Pool & Fitness Centre
7. Cameron Recreation Complex
8. Edmonds Community Centre

The nasal naloxone spray will be placed inside the currently installed AED storage case at each site and appropriate signage will be installed to assist the public in locating the nasal naloxone kit. The signage will indicate that nasal naloxone kits are available for use by the public, and to call 911 in the event of an emergency. In addition, each kit will contain the manufacturer's instructions and information for any member of the public that chooses to use the kit. This placement will greatly assist with the ease of regular routine inspection to ensure the integrity of the kits as well as determine if any use or tampering has occurred.

4.0 NEXT STEPS

The September/October 2020 start date for the pilot provides sufficient time for staff to finalize the health and safety training program, acquire the kits, install the signage and train staff. In addition, Corporate Communications will be engaged to prepare appropriate messaging to the community regarding the pilot project.

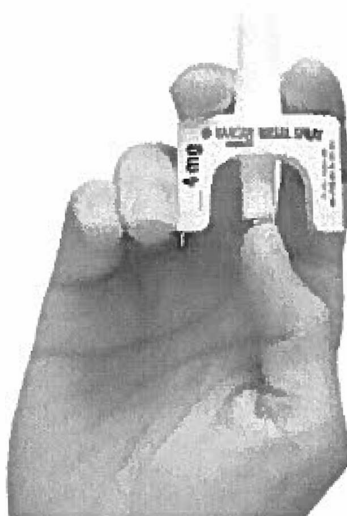
5.0 RECOMMENDATIONS

It is recommended that the Public Safety Committee receive this report for information purposes, as well as recommending to Council that they also receive this report for information purposes. In addition, it is further recommended that a copy of this report be provided to the Library Board for information purposes.


 Dave Critchley
 Director Public Safety & Community Services

Copied to: City Manager
 Dir. Parks Recreation & Cultural Services
 Dir. Corporate Services
 Chief Librarian
 Fire Chief
 OIC Burnaby RCMP

Attachments: Naloxone Nasal Spray

Attachment 1



Meeting March 11, 2024

COMMITTEE COVER REPORT

PUBLIC SAFETY COMMITTEE

TO: *MAYOR AND COUNCILLORS*

SUBJECT: APPROVAL FOR FIRE SERVICES BYLAW REPLACEMENT

RECOMMENDATION:

THAT staff be authorized to initiate work to replace the Burnaby Fire Services Bylaw 2004, as outlined in the report titled "Approval for Fire Services Bylaw Replacement" dated February 28, 2024.

REPORT

The Public Safety Committee, at its meeting held on February 28, 2024, received and adopted the attached report seeking Council approval to authorize staff to replace the Burnaby Fire Services Bylaw 2004 with a new Burnaby Fire Services Bylaw 2024.

On behalf of the Public Safety Committee,

Councillor J. Wang
Chair

Councillor M. Santiago
Vice Chair



Meeting February 28, 2024

File: 2410-20

COMMITTEE REPORT

TO: PUBLIC SAFETY COMMITTEE (PSC)
FROM: FIRE CHIEF
SUBJECT: **APPROVAL FOR FIRE SERVICES BYLAW REPLACEMENT**
PURPOSE: To seek direction to initiate replacement of the Burnaby Fire Services Bylaw 2004.

RECOMMENDATION

THAT staff be authorized to initiate work to replace the Burnaby Fire Services Bylaw 2004 as outlined in the report titled "Approval for Fire Services Bylaw Replacement" dated February 28, 2024.

EXECUTIVE SUMMARY

As the intent is to redevelop the Fire Services Bylaw, it is proposed that staff be directed to initiate the work needed to replace the bylaw with a new Burnaby Fire Services Bylaw 2024.

1.0 POLICY SECTION

The work to update the bylaws requested serve to appropriately exercise the City's statutory authority via regulating services, prohibiting activities and imposing requirements within the City.

2.0 BACKGROUND

The Burnaby Fire Services Bylaw 2004 addresses the establishment of the Burnaby Fire Department, prevention and suppression of fires, regulation of fire hazards and preservation of life and property. It is proposed that the Burnaby Fire Services Bylaw be replaced to reflect language and content identified by several best practices for fire services within neighboring municipalities (i.e. North Vancouver, Delta and Richmond) and industrial requirements related to Burnaby's unique industrial landscape (i.e. refineries, hydrocarbon storage, tank farms and marine terminals).

3.0 GENERAL INFORMATION**3.1 Bylaw Redevelopment**

In order to provide the City of Burnaby with appropriate and up to date fire services regulations, the Fire Department seeks approval to provide a comprehensive rewrite. The content of the proposed new bylaws will be based on extensive review of bylaw

provisions in adjacent municipalities' fire services bylaws to ensure best practices are addressed. The impact of updating the provisions and structure of the City's Fire Services Bylaw will be greater transparency and clarity to support fire and emergency safety within the Burnaby community.

3.2 Proposed Bylaw Changes of Significance – Existing Content

The potential changes of significance related to existing content include:

- Ability to write bylaw violation notices for non-compliance
- Requirements for Fire Protection Systems, upgrades and maintenance
- Hydrocarbon facility fire and safety performance standards
- Fireworks permitting exemptions
- Updated fees and charges

3.3 Proposed Bylaw Changes of Significance – New Content

The changes of significance related to new content include:

- Levels of service and compliance to minimum training standards for the fire department
- Authority related to management of vacant or fire-damaged buildings
- Fire safety requirements for building and projects under construction
- Cost responsibility for technical 3rd party compliance reports and code analysis
- Wildland fire control authority

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

Not applicable

Respectfully submitted,

Chris Bowcock, Fire Chief

REPORT CONTRIBUTORS

This report was prepared by Chris Bowcock, Fire Chief and reviewed by May Leung, City Solicitor and Dave Critchley, General Manager Community Safety.



Meeting March 11, 2024

COMMITTEE COVER REPORT

ENVIRONMENT COMMITTEE

TO: *MAYOR AND COUNCILLORS*

SUBJECT: 2024 ENVIRONMENTAL AWARDS

RECOMMENDATION:

THAT the report titled "2024 Environmental Awards," dated February 21, 2024, be received for information.

REPORT

The Environment Committee, at its meeting held on February 21, 2024 received and adopted the attached report providing information about the 2024 Environmental Awards process.

On behalf of the Environment
Committee,

Councillor J. Keithley
Chair

Councillor M. Santiago
Vice Chair



Meeting February 21, 2024

File: 33000-01

COMMITTEE REPORT

TO: ENVIRONMENT COMMITTEE (EC)
FROM: GENERAL MANAGER PLANNING AND DEVELOPMENT
SUBJECT: **2024 ENVIRONMENTAL AWARDS**
PURPOSE: To inform the EC about the 2024 Environmental Awards process.

RECOMMENDATION

THAT the report titled "2024 Environmental Awards," dated February 21, 2024, be received for information.

1.0 POLICY SECTION

The Environmental Awards Program aligns with the following City policies and plans:

- *Corporate Strategic Plan (2022);*
- *Climate Action Framework (2020);*
- *Environmental Sustainability Strategy (2016);*
- *Social Sustainability Strategy (2011); and*
- *Official Community Plan (1998).*

2.0 BACKGROUND

The City of Burnaby's Environmental Awards Program is an annual program that recognizes the outstanding contributions made by individuals, group, organizations, institutions and businesses to environmental stewardship, sustainability, and climate action in our community.

3.0 GENERAL INFORMATION

This report and attachments provide the Environment Committee with information about the City's Environmental Awards Program. Attached are the:

- 2024 Terms of Reference (Attachment 1);
- Promotional Poster (Attachment 2); and,
- Nomination Form (Attachment 3).

Council and Committee members are encouraged to raise awareness of the program through their networks and to encourage the nomination of candidates in the following six award categories:

- | | |
|---------------------------|----------------------------------|
| 1. Business Stewardship; | 4. Green Choices; |
| 2. Communications; | 5. Planning and Development; and |
| 3. Community Stewardship; | 6. Youth. |

The call for nominations is now open, starting from February 19, 2024 and ending on April 7, 2024. This year's recipients will be recognized during Environment Week in early June and at the regular Council meeting on June 24, 2024.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

Promotion of the Environmental Awards Program will launch on February 19, 2024 and run through to April 7, 2024, which is the duration of the nomination period.

Community engagement intends to inform community members of this opportunity to recognize individuals who have made outstanding contributions in environmental stewardship, sustainability, and climate action. Advertising of the program will be conducted through the City's regular communication channels, including its website (www.burnaby.ca/environmentawards), social media channels and posters at civic facilities, with the target audience being the public and Burnaby's youth. Staff will further promote the Environmental Awards Program directly to partners in the environmental stewardship community, School District 41, the Burnaby Youth Sustainability Network, post-secondary institutions, the Burnaby Urban Resilient Futures network, and others. Further efforts will be made to promote the program to the Burnaby Inter-Agency Council to broaden the reach to the City's diverse communities and groups. Hard copies of the poster, Terms of Reference and Nomination Form are available on request.

5.0 FINANCIAL CONSIDERATIONS

Funding for the 2024 Environmental Awards Program is provided from the annual operating budget of the Planning and Development Department.

Respectfully submitted,

EW Kozak, General Manager Planning and Development

ATTACHMENTS

Attachment 1 – 2024 Terms of Reference

Attachment 2 – 2024 Promotional Poster

Attachment 3 – 2024 Nomination Form

REPORT CONTRIBUTORS

This report was prepared by Hafsa Salihue, Environmental Planner, and reviewed by Mark Sloat, Senior Environmental Planner, Wendy Tse, Director Community Planning, and Lee-Ann Garnett, Deputy General Manager Planning and Development.

ENVIRONMENTAL AWARDS 2024

TERMS OF REFERENCE

*Nomination
Deadline:
April 7*

The City of Burnaby's Environmental Awards Program recognizes the outstanding contributions of individuals, community groups, businesses and organizations to environmental sustainability in our community. Help us recognize Burnaby's environmental leaders by making a nomination today.

Award Categories

1 Business Stewardship

This category recognizes Burnaby-based businesses, whose business practices and stewardship activities promote environmental sustainability in the workplace or community. Businesses should demonstrate excellence in raising awareness of environmental issues with staff/clients, reducing their ecological footprint in areas such as energy or water use, waste reduction, purchasing, transportation and/or enhancing or rehabilitating the City of Burnaby's environment.

2 Communications

This category includes all forms of print and digital media, video, audio or multi-media presentations, and outreach or campaigns that help to increase the understanding of environmental issues or promote environmentally sustainable behaviors in our community. The nominated work should demonstrate a comprehensive understanding of an environmental issue or sustainability and its relationship to Burnaby's citizens.

3 Community Stewardship

This category recognizes individuals, community groups and organizations that have actively promoted environmental stewardship in the City of Burnaby for several years. Their efforts have increased public awareness of an environmental issue or notably enhanced or rehabilitated the City's environment.

4 Green Choices

This category recognizes residents of Burnaby, including individuals, community groups, organizations, strata councils, and institutions, that demonstrate an exemplary commitment to environmental sustainability in the home, garden and community through any of the following means: household energy conservation, waste reduction, green waste recycling, water efficiency, innovation in natural garden practices and native plant landscaping, local food production, active transportation and other sustainable lifestyle choices.

5 Planning & Development

This category highlights developments that demonstrate strategic planning, innovative environmental features and green building technologies that reduce energy use and emissions, reuse materials, use water efficiently, employ innovative approaches to stormwater and wastewater management, encourage active transportation, and protect and enhance aquatic and terrestrial ecosystems. Developments may range in scale from large commercial, industrial, institutional or residential projects to individual new or renovated buildings.

6 Youth

This category recognizes the contributions that children or teenagers have made, either through their own initiatives or through school programs, which have enhanced public awareness of environmental sustainability issues or have notably enhanced or rehabilitated the City's environment.

Nomination Information

Visit Burnaby.ca/EnvironmentAwards for an online nomination form.

Award Process

The program includes two award designations. Environmental Awards recognize individuals and groups for outstanding environmental achievements, Environmental Stars recognize accomplishments carried out on a smaller scale. Criteria is available on our website. Awards will be presented at a Council Meeting in June 2024.

Questions?

City of Burnaby Planning Department:
Tel: 604-294-7850
Email: ecoplan@burnaby.ca

Nomination Deadline: April 7

ENVIRONMENTAL AWARDS 2024

NOW ACCEPTING NOMINATIONS

DEADLINE: APRIL 7

The Environmental Awards Program recognizes contributions made by individuals, community groups, businesses and organizations to environmental stewardship and sustainability in Burnaby.

We are currently seeking nominations for the following categories:

- **Business Stewardship**
- **Green Choices**
- **Communications**
- **Planning & Development**
- **Community Stewardship**
- **Youth**

TO MAKE A NOMINATION:

Call 604-294-7400 or visit Burnaby.ca/EnvironmentAwards

ENVIRONMENTAL AWARDS 2024

NOMINATION FORM

The City of Burnaby's Environmental Awards Program recognizes the outstanding environmental achievements of individuals, community groups, businesses and organizations in Burnaby. We are currently seeking nominations in the categories of Business Stewardship, Communications, Community Stewardship, Green Choices, Planning and Development and Youth*.

To be considered for an award, please complete this form by April 7 and submit it through one of the following methods:

- » Email a scanned copy to ecoplanning@burnaby.ca
- » Complete the online form: Burnaby.ca/EnvironmentAwards

Awards will be presented at the regular meeting of Council on June 24. Help us recognize Burnaby's environmental leaders by making a nomination today!

Burnaby.ca/EnvironmentAwards



| | | |
|--|---|------------------|
| Nominee's Name and Contact Information | Name: | Mailing Address: |
| | Phone: | Email: |
| Award Category | <input type="radio"/> Business Stewardship <input type="radio"/> Communications <input type="radio"/> Community Stewardship <input type="radio"/> Green Choices <input type="radio"/> Planning & Development <input type="radio"/> Youth | |
| Description of nominee's environmental service achievements including: - Environmental achievements - Roles and length of service - Supporting documents and/or links - How achievements are linked to the City of Burnaby's ESS themes and Climate Action goals | Please attach a separate sheet. | |
| Name and contact information of two references that have knowledge of the nominee's environmental achievement(s) | Name: | Address: |
| | Phone: | Email: |
| | Name: | Address: |
| | Phone: | Email: |
| Your Name and Contact Information | Name: | Address: |
| | Phone: | Email: |

Please complete each section of this form, all information is required.

*The City is not compelled to recommend award winners to Council in any or all categories if they feel there are no appropriate candidates in a given year.

Environmental Awards Program

Form deadline: April 7 | Burnaby.ca/EnvironmentAwards



Meeting March 11, 2024

COMMITTEE COVER REPORT

PUBLIC SAFETY COMMITTEE

TO: *MAYOR AND COUNCILLORS*

SUBJECT: COMMUNITY SAFETY PLAN 2023 PROGRESS REPORT AND 2024 UPDATE

RECOMMENDATION:

THAT the report titled "Community Safety Plan 2023 Progress Report and 2024 Update", dated February 28, 2024, be received for information.

REPORT

The Public Safety Committee, at its meeting held on February 28, 2024, received and adopted the attached report providing Council with a progress report on the 2023 Community Safety Plan and 2024 Update.

On behalf of the Public Safety Committee,

Councillor J. Wang
Chair

Councillor M. Santiago
Vice Chair



Meeting February 28, 2024

File: 2410-20

COMMITTEE REPORT

TO: PUBLIC SAFETY COMMITTEE
FROM: GENERAL MANAGER COMMUNITY SAFETY
SUBJECT: **COMMUNITY SAFETY PLAN 2023 PROGRESS REPORT AND 2024 UPDATE**
PURPOSE: To provide the Public Safety Committee with a progress report on the 2023 Community Safety Plan.

RECOMMENDATION

THAT the report titled “Community Safety Plan 2023 Progress Report and 2024 Update”, dated February 28, 2024, be received for information.

1.0 POLICY SECTION

The Community Safety Plan 2023 Progress Report and 2024 Update is guided by the *Community Safety Plan (2020)*, and *Burnaby Strategic Plan (2022)*.

2.0 BACKGROUND

The primary objective of this report is to provide Public Safety Committee (PSC) and Council with an annual progress update on the 2023 Community Safety Plan (CSP). The CSP is also a strategic living document that is updated annually to align with evolving community safety issues, and staff are pleased to present key developments and outcomes from the 2023 CSP and new initiatives for 2024. In addition, Community Safety staff will continue the ongoing implementation of the CSP in 2024.

3.0 GENERAL INFORMATION

The Burnaby CSP has made significant strides, bolstering the safety and security of residents and businesses throughout 2023 and concerted efforts continue to propel community safety forward. Numerous initiatives were successfully implemented, which in turn have provided the foundation for continued progress in 2024. These achievements are detailed in the Burnaby CSP 2023 Progress Report and 2024 Update (Attachment 1).

Throughout 2023, many notable initiatives were completed as part of the Burnaby CSP:

- Staff applied for and secured \$2.9M in federal grant funding to develop and deliver a new Guns and Gang strategy which includes a comprehensive suite of programs and research initiatives to enhance community safety to help prevent the proliferation of guns and gangs in our community.

- In recognition of the Community Safety Plan's upcoming 5-year anniversary, staff have engaged resources to assist with a comprehensive update of the CSP to ensure our safety measures and initiatives are responsive to the evolving needs in our community.
- Staff successfully transitioned non-emergency call service back to the City from E-Comm in the fall of 2023. This program is currently available from 9am to 9pm, with a planned expansion to 24 hours by June 2024.
- 2023 also saw the creation of the Intervention Support Program to provide a trauma-informed approach to addressing homelessness. Intervention Support Workers assist unsheltered individuals to access shelter, housing, income, and health services while also building trusting relationships.
- The new City Crime Reduction and Intervention Division was created in 2023 to improve and enhance safety in our community. This division brings together multiple crime reduction and intervention programs and services by encouraging internal collaboration and external relationships with our community partners.
- In the winter of 2023, to further support our most vulnerable population, the City provided space and support to Progressive Housing to open a winter shelter at the Buller Warehouse. The winter shelter will operate 24 hours a day, 7 days a week until April 30, 2024.

Looking ahead, as part of the City of Burnaby's commitment to continuous improvement, the CSP will undergo a significant update in 2024/25. Building on the existing foundation, a robust public engagement process will be incorporated to gain new insights and ensure alignment with the changing needs of the community. The updated CSP will include the introduction of an innovative Guns and Gang Strategy, reflecting an initiative-taking response to emerging concerns in our community.

The approval of a purpose-built RCMP detachment in Burnaby marks a significant stride towards ensuring continued community safety for generations to come. This new facility will stand as a beacon of security, equipped with technology and tailored infrastructure to address the evolving needs of police services in the community. Its strategic location in Burnaby enhances the RCMP's operational efficiency along with fostering closer ties with the local community enabling engagement and collaboration. By providing RCMP officers with an optimized workspace, this new detachment empowers them to deliver police services, bolstering public trust and confidence in Burnaby being a safe community. With a focus on long-term safety and security, this investment promises to safeguard the well-being and prosperity of Burnaby residents for years to come, setting a standard of excellence in community policing.

The planned opening of two new fire halls in 2024, situated atop Burnaby Mountain and along Greystone Drive, provides another example of advancement in community safety as these facilities symbolize a concerted commitment to proactive emergency response

and preparedness. Strategically located, they provide swift and efficient response to residents in the area and community, ensuring timely intervention in critical situations. By expanding coverage and reducing response times, these additions not only enhance the resilience of Burnaby's neighborhoods but also cultivate a sense of security and sense of safety among the residents.

In summary, the progress made in 2023 under the Burnaby CSP has laid a solid foundation for continued advancements in public safety. As we move forward into 2024, the integration of a guns and gang strategy underscores the commitment to address evolving threats to safeguard the well-being of all residents. Through a sustained focus towards collaboration, innovation, and community empowerment, the CSP will contribute towards a safer and more resilient Burnaby for generations to come.

4.0 COMMUNICATION AND COMMUNITY ENGAGEMENT

As noted above.

5.0 FINANCIAL CONSIDERATIONS

Funding for the guns and gang initiatives has been provided through a successful grant application to Public Safety Canada. Any financial requirements for remaining initiatives in the CSP are included in the respective departmental base budgets as part of the 2024-2028 financial plan.

Respectfully submitted,

Dave Critchley, General Manager Community Safety

ATTACHMENTS

Attachment 1 – 2023 CSP Progress Report and 2024 Update

REPORT CONTRIBUTORS

This report was prepared by Chris Hoang, Business Manager, and reviewed by Dave Critchley, General Manager, Community Safety.

BURNABY COMMUNITY SAFETY PLAN

**2023 PROGRESS REPORT
AND 2024 UPDATE**



[Burnaby.ca](https://burnaby.ca)



ACKNOWLEDGMENT

Burnaby is located on the ancestral and unceded homelands of the hə́łqəmínəh and Skwxwú7mesh Sníchim speaking peoples. We are grateful for the opportunity to plan for community safety on this territory.

We also want to thank over 1,400 individuals and organizations that participated in the community engagement process and contributed to the development of the Community Safety Plan. This includes Mayor and Council, residents, businesses, institutions, non-profit organizations and City staff among others.



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MESSAGE FROM THE MAYOR



I'm pleased to share the 2023 Progress Report and 2024 Update to Burnaby's Community Safety Plan (CSP). Community safety is an issue that is constantly evolving and changing as our community grows. That's why we're committed to providing regular updates to the Community Safety Plan to ensure our programs and policies are delivering on the priorities we outlined when we first published the CSP in 2020.

Climate change poses new challenges for our community. Extreme weather events, in both the summer and the winter, are becoming increasingly common. These weather patterns increase the risk of major events, such as wildfires and floods, and it is essential that we have a plan in place to keep our community safe. New infrastructure will help ensure that we have the capacity

to respond. Two new fire halls will open in 2024 in northeast Burnaby—significantly enhancing our response capacity in these growing neighbourhoods. Additionally, we have approved the construction of a new purpose built RCMP detachment which will deliver enhanced community safety for our residents.

We are also developing and delivering a new Guns and Gang strategy which includes a comprehensive suite of programs and research initiatives to enhance community safety and help prevent the proliferation of gangs and guns in our community. Your input is crucial, and we are planning a robust public engagement campaign in the summer of 2024 to gather your insights and perspectives. In recognition of the Community Safety Plan's upcoming 5-year anniversary, we are working on a comprehensive update to ensure our safety measures are responsive to the evolving needs of our community.

As always, your support is invaluable. I am grateful to the residents of Burnaby for your ongoing collaboration. Let's continue working together to build a safer, more resilient community.

Thank you.

Mayor Mike Hurley



Clockwise from top left: Councillor Sav Dhaliwal, Councillor Richard T. Lee, Councillor Joe Keithley, Councillor James Wang, Councillor Daniel Tetrault, Councillor Alison Gu, Mayor Mike Hurley, Councillor Pietro Calendino, Councillor Maita Santiago

OUR PURPOSE, VALUES AND GOALS

The City's purpose is to "create the city that we all want to live in and be in."



The City's long term goals are:

PEOPLE

Empower happy, engaged and committed staff

We hire, develop and support staff to connect to our purpose and values. Our people have the tools and skills to do high-quality work, and the confidence and trust to work together, take risks, and dream big.

CUSTOMERS

Provide industry-leading and innovative customer experience

We find new ways to make it easier for residents and businesses to get things done. We remove barriers, listen to internal and external customers and make each interaction a positive experience.

COMMUNITY

Create vibrant communities

We build communities that inspire people to live their best lives. We build a city that is sustainable, inclusive and livable.

PLAN AT A GLANCE

WHERE WE WERE

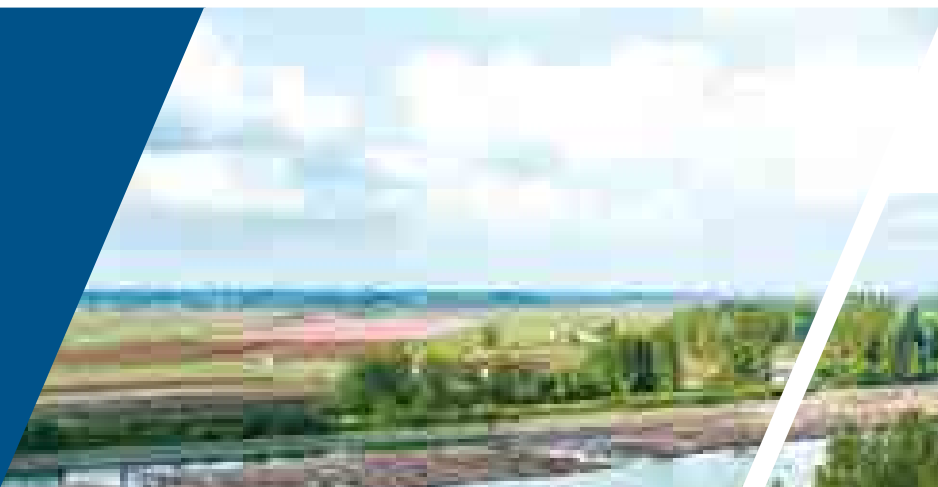
In 2020, the City of Burnaby took a significant step in enhancing community safety by creating its first-ever Community Safety Plan. This plan, developed through collaboration with multiple parties including the Burnaby RCMP, Public Safety Committee, Mayor and Council, community partners, and engaged citizens, addresses local challenges. Through a series of town hall meetings, workshops, and surveys, the community actively contributed its insights, concerns and aspirations, ensuring that the final plan reflected the diverse needs of Burnaby's residents. The plan focuses on five key priorities: Community Amenity Safety, Crime Prevention/Reduction, Transportation Safety, Emergency Services and Emergency Management. The plan not only serves as a blueprint for immediate actions but also sets the groundwork for ongoing improvements and adaptations, with the goal of making Burnaby a safer and more resilient place.

WHERE WE ARE TODAY

Since its inception, the Community Safety Plan has helped to enhance safety and well-being in Burnaby. Implemented strategies and initiatives have yielded tangible outcomes, with measurable improvements in key areas identified during the planning phase. Collaboration between the Burnaby RCMP, community organizations, staff, and residents remains a cornerstone, fostering a sense of shared responsibility for safety. As a living document, it is continually updated to take into consideration the community's changing dynamics, helping us strive for a safer and more secure living environment for all.

WHERE WE ARE GOING

Looking ahead, as part of the City of Burnaby's commitment to continuous improvement, the 2025 Community Safety Plan will undergo a significant update. Building on the existing foundation, we'll be incorporating new insights through a robust public engagement process and adapting to the evolving needs of the community. The future plan will include the introduction of an innovative Guns and Gang Strategy, reflecting a proactive response to emerging concerns in our community. Collaboration with multiple parties will remain pivotal to creating a shared vision for a vibrant, secure, and thriving community in the years to come. The 2025 Community Safety Plan will help the City of Burnaby stay ahead of safety challenges and use modern strategies to create a secure and thriving environment for all its residents.



KEY ACCOMPLISHMENTS

The Community Safety Plan was first developed in 2020 as a comprehensive strategy for promoting community safety and well-being. Created through a collaboration between the City of Burnaby, Burnaby RCMP and partners, the plan addresses the diverse safety concerns and priorities of the community. Through continued collaboration and a commitment to our goals, the plan's initiatives will continue making Burnaby a safer, and more vibrant community to live, work and play.

2020

- » First Community Safety Plan published
- » Pandemic response: reduced risk of COVID-19 transmission and established safe recovery of City operations
- » Substance use response: Naloxone kits distributed to Burnaby RCMP, Burnaby Fire, recreation centres and libraries
- » Evergreening surveillance program: surveillance cameras were upgraded and replaced throughout the City
- » Access improvements completed at Swangard Stadium, Kensington, Arena, Burnaby Lake Clubhouse and Cameron Recreation Complex

2021

- » Emergency Response Centre opens
- » Completed Burnaby Transportation Plan
- » Ongoing pandemic response
- » Burnaby Home Strategy: the City's plan on housing for the next 10 years
- » Burnaby Gang Enforcement Team (BGET) and Gang Conflict Coordination Team (GCCT) created to support anti-gang strategy
- » Fire services review assisting in the development of the Burnaby Fire Department Strategic Plan

2022

- » Extreme Weather Response: City opened 4 cooling centres and 2 warming centres during periods of extreme weather to support anyone at risk.
- » UBCM grant received to support homeless outreach services
- » Improvements to traffic infrastructure around the City: added many crosswalks, sidewalks, urban and forest trails, and trail lighting
- » Pandemic Response: all City operations safely re-opened and many pandemic restrictions removed

2023

- » Secured consulting services for a complete update of the 2025 Community Safety Plan
- » Transitioned non-emergency call service to City from E-Comm
- » Created an Intervention Support Team (2 staff) to support homelessness
- » Re-organized Crime Reduction and Intervention team from the RCMP to the City
- » Set up a Winter Shelter to support our vulnerable population
- » Building Safer Communities Fund approves guns and gangs prevention funding application

MOVING FORWARD

To build on the progress we have made in recent years, we will be taking on the following new initiatives in 2024:

1. 2025 updated Community Safety Plan

Community Safety staff will be collaborating closely with our consultants to update the Community Safety Plan for 2025. This includes a robust engagement process with key parties and our residents in 2024.

2. Guns and gang strategy

Crime Reduction and Intervention staff will be collaborating closely with consultants in 2024 to engage our community partners and residents to develop a Guns and Gang strategy with approved funding from Public Safety Canada.

3. Gang and gun prevention video series

Community Safety staff are working with a production company to create educational videos for our youth and their families.

4. Non-Emergency Call Centre

With a successful transition of non-emergency call service to the City in the fall of 2023, staff will be looking to increase capacity in 2024 to take on all non-emergency calls 24/7.

5. Homelessness

Community Safety Department is recruiting to completely build out our Intervention Support Team (3 additional staff) to support our most vulnerable population.

6. New RCMP detachment

Construction of a new purpose built RCMP detachment which will deliver enhanced community safety for our residents has been approved.



PRIORITIES AND INITIATIVES

To achieve the vision of a safer Burnaby community for all, the Plan identifies five priority areas that address the objectives in this Plan. Each priority includes enhanced, existing and new strategic initiatives.

| PRIORITIES | | INITIATIVES | |
|------------|---|--|---|
| 1 | COMMUNITY AMENITY SAFETY Maintain a high level of safety in City buildings and facilities for the public and staff | » Housing | » Homelessness response |
| | | » Lighting the way | » Parks and natural areas enhancement |
| 2 | CRIME PREVENTION AND REDUCTION Ensure citizens and businesses feel safe in our community | » Civic Building Asset Safety Inspection Program | » In-house animal enforcement ■ |
| | | » Integrated Resources for Investigations and Safety | |
| 3 | TRANSPORTATION SAFETY Make city streets, pathways, trails and sidewalks safer | » Crime Reduction and Intervention Division ■ | » Prolific offender |
| | | » Non-emergency call centre ■ | » Community watch |
| 4 | EMERGENCY SERVICES Provide responsive emergency services | » Child and youth safety | » Gang enforcement and education |
| | | » Evergreening Surveillance Program | » Guns and gangs: prevention intervention |
| 5 | EMERGENCY MANAGEMENT Enhance plans, procedures, and services to improve response to emergencies and the ability to maintain City services | » Good Neighbour Program | |
| | | » Street safety improvements | |
| | | » Safety campaigns: commercial | |
| | | » Vehicle enforcement | |
| | | » RCMP mental health response ■ | » Enhanced fire service coverage |
| | | » First responder resiliency ● | » Enhance community engagement |
| | | » Burnaby Mobilization and Resilience Table | » New technical programs |
| | | » Enhance emergency response services | |
| | | » Earthquake strategy | » Extreme weather strategy |
| | | » Emergency strategies | » Emergency support services |
| | | » Emergency Operations Centre | » Age friendly extreme weather planning |



COMMUNITY AMENITY SAFETY

This priority recognizes that a safe community has public spaces and amenities planned, designed, built and managed to prevent or reduce harm or injury. The main element of this priority is the planning, design and maintenance of safe community amenities.

Housing

Housing initiatives in 2023 that impacted community amenity safety include:

- » implementation of HOME: Burnaby's Housing and Homelessness Strategy (December 2021)
- » working with partners to develop several City-owned sites for affordable (non-market) housing
- » implementation of Rental Use Zoning Policy to secure new non-market and market rental housing.
- » ongoing City participation in the Burnaby Rent Bank

OUTCOMES

Safe, secure and affordable housing is fundamental to people feeling safe and secure in their community. Staff have been implementing the HOME Strategy, a 10-year action plan on housing and homelessness, since it was adopted by Council on December 6, 2021.

In 2023, the City approved the creation of a **Burnaby Housing Authority** to help create more secure, purpose-built housing that will include non-market rental, non-market ownership and market rental housing.



Lighting the way

This citywide prioritization assessment focuses on lighting upgrades for all the multi-use pathways (MUPs) and high-use pedestrian areas throughout the City. The evaluation of priority locations was based on the following criteria:

- » existing MUP lighting fixtures
- » available infrastructure
- » trail/facility length
- » pedestrian volume
- » roadway proximity
- » adjacent roadway classification
- » transit proximity
- » school proximity
- » town centre proximity

OUTCOMES

In 2023, the BCIT MUP lighting improvements were completed.

Lighting upgrades are still planned for:

- » Drummond's Walk Urban Trail
- » Rumble Street
- » Burnaby Mountain Urban Trail

This work is included in the Engineering Capital Plan (2024-2028) and is ongoing. Once locations are completed, additional locations will be added.



Civic Building Asset Safety Inspection Program

The City of Burnaby owns and operates a collection of civic buildings including City Hall, works yards, libraries, fire halls, police stations, recreation centres, daycares, resource centres and other support facilities. Safe and sustainable buildings are critical for community safety and resilience.

The City has implemented the Civic Building Asset Safety Inspection Program to proactively maintain and inspect building systems for safe occupation and to reduce risks by optimizing building asset management. The inspection program includes the review of various building systems including structural, roofing, interior finish, mechanical, plumbing, electrical, fire protection and elevator systems.

The City is committed to delivering high levels of service while managing the costs of ownership of building assets. The City also regularly identifies civic facilities for renewal through capital planning, asset management and the Facilities Maintenance Renewal Program.

OUTCOMES

In 2023, this program carried out and completed over 2,500 preventative maintenance tasks and inspections for more than 950 building systems throughout the City. This program extended the life of various systems, identified systems requiring repair and helped to ensure the safe and continuous operations of facilities that Burnaby staff and residents depend on.



Integrated Resources for Investigations and Safety

Surveillance technologies such as closed-circuit television (CCTV) cameras have proven instrumental in aiding police with investigations. These systems are also a tool in preventing crime and increasing safety. In recent years, the City completed the design, installation and upgrades to new and existing video monitoring systems at various City facilities including Willingdon Community Centre, Confederation Spray Park, Swangard Stadium and Bob Prittie Metrotown Library.

The City can explore opportunities to adopt the Integrated Resources for Investigations and Safety (IRIS) initiative, which would create a camera registry identifying specific locations of City facility, resident and business cameras. The initiative would collect the location of CCTV cameras on City-owned land, as well as those of residents and businesses who've voluntarily registered, and store the cameras' locations in a City database.

In the event of a crime investigation, the RCMP can request camera owners to share their footage. The cameras could also be used for situational assessment and intelligence during disaster response.

OUTCOMES

The City has completed a security platform evaluation, and is currently developing recommendations on its future state. Once the direction is established, we will begin to move forward with this initiative. Work is anticipated to begin early 2024.



Homelessness response

Homelessness is the result of a myriad of systemic and individual factors and can change significantly from year-to-year based on the availability of housing in the community, economic trends, pressures in other communities and the availability of government programs.

OUTCOMES

In June 2023, the City launched the **Mayor's Task Force on Unsheltered Community Members**. The Task Force brings together key partners to develop a coordinated, integrated, systems-based response to homelessness that prevents pathways into becoming homeless and supports pathways out of homelessness.

In October 2023, the City opened a new 43-unit supportive housing development at 4100 Ledger Avenue. The development is a partnership between the City, BC Housing, and Progressive Housing Society, and will provide housing and support services (meals, life-skills training, employment programs, and referrals to other health and community-based services and supports) for previously unsheltered individuals.

2023 also saw the creation of the Intervention Support Program to provide a trauma-informed approach to addressing homelessness. Intervention Support Workers (ISWs) assist unsheltered individuals to access shelter, housing, income, and health services while also building trusting relationships. The Intervention Support team currently consists of the Manager, Intervention Support and one ISW who will soon be joined by three additional Intervention Support staff.



Parks and natural areas enhancement

In 2022, Parks initiated the installation of bear-proof garbage containers in select parks, placed Public Access Liferings (PAL) at unsupervised public beaches and waterways to prevent drownings and installed emergency call boxes as a pilot program in Central Park which instantly connect people with first responders (direct contact to 911 ECOMM dispatch).

In total, there are now:

- » 145 bear-proof garbage containers located throughout Burnaby parks known for a high number of bear sightings. The location of all bear-proof garbage containers can be found on the **Burnaby Map Open Data** portal, by navigating to the **Burnaby Map** 'Layer List', then drilling down to Engineering Operations / Solid Waste / Bear Garbage Cans.
- » Seven PAL at Barnet Beach, Burnaby Lake and Deer Lake
- » Five emergency call boxes at Central Park pool, Patterson Tennis Court washroom, Central Park Pitch n' Putt, Patterson Skytrain Station, and Variety Park

Annually, we also replace playground equipment at four locations that are at end of life to maintain CSA standards, avoid possible hazards, and maintain a safe play area.

OUTCOMES

- » This year, as a result of previous bear sightings, two additional bear-proof garbage cans were placed at Central Park.
- » A new lifering was installed at the newly installed Burnaby Lake Pavilion east floating dock area. Additional sites are being identified for 2024.
- » The two emergency call boxes at Patterson Skytrain Station and Variety Park are now connected and fully operational.
- » The following four playgrounds were rebuilt to meet CSA standards:
 - Sumas Park playground
 - Eastburn Park playground
 - BLSC East playground
 - Harbourview Park (under construction)



In-house animal enforcement **NEW**

In 2024, the City will bring animal control enforcement responsibility in-house. Historically the City has contracted this service to the BC SPCA. Assigning this responsibility to City staff will improve service levels and enable the City to better focus enforcement efforts in parks and other public spaces. Potential savings from the renegotiated contract terms with the SPCA will partially offset the in-house staffing costs. Facilities and Lands staff are also undergoing the preliminary stages of replacing the current animal shelter on Norland Avenue.



2

CRIME PREVENTION AND REDUCTION

This priority is about protecting people and property in Burnaby. The main elements of this priority are crime prevention, and reduction and apprehension of offenders.

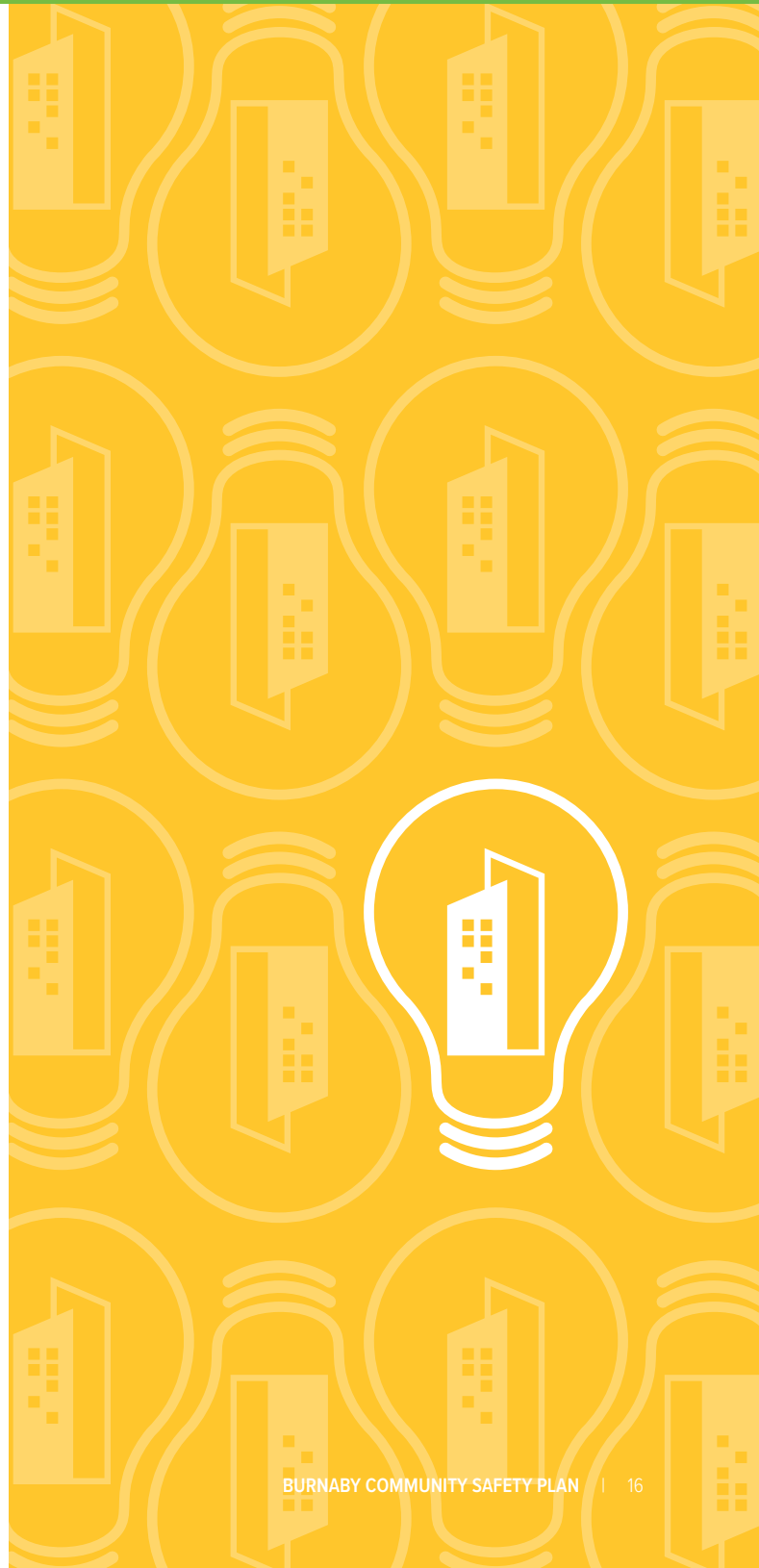
Crime Reduction and Intervention Division **NEW**

The new City Crime Reduction and Intervention Division was created in 2023 to improve and enhance safety in our community. This division brings together multiple crime reduction and intervention programs and services by encouraging internal collaboration and external relationships with our community partners.

This division leverages the federal Building Safer Communities Fund grant opportunities to develop programming to support youth and families. These programs are based on evidence and focus on reducing factors that can lead to crime.

This new division will work closely with the Burnaby Civic Innovation Lab and Simon Fraser Criminology on four research projects to learn more about gangs and gun violence in our community. This will form part of the City's first ever Guns and Gang Strategy and assist us in our future work plans to keep our community safe.

The Crime Reduction and Intervention Division engages the community and responds to safety concerns. Building a safe community is an important part of making Burnaby great place to live, work, and play.



Non-emergency call centre **NEW**

In recent years, the non-emergency call service level has been on a steady decline. With ongoing issues at E-Comm, Burnaby's businesses and residents experienced long wait times that led to many abandoned calls. In Spring 2023, Council approved the recommendation to transition non-emergency call service back to the City and renegotiate the contract with E-Comm. At the same time, this decision will provide options moving forward to further explore having the City Call Centre in the new RCMP Detachment.

OUTCOMES

With clear direction from Council, staff worked tirelessly throughout 2023 to build infrastructure, secure technology, build workflows, recruit, and train new call takers. On October 16, 2023, the City of Burnaby took action to improve response times and service to residents by activating a new Non-Emergency Call Centre based out of the Burnaby RCMP detachment. Expanded hours of service will be phased as follows:

- Phase 1** | October 16, 2023 Monday-Friday, 8 am-4 pm
- Phase 2** | December 1, 2023 7 days a week, 9 am-9 pm
- Phase 3** | Summer 2024 7 days a week, 24 hours



Child and youth safety

In partnership with the Youth Section, Burnaby RCMP Traffic Services plays an important role in child and youth safety through regular proactive speed and traffic enforcement near schools and public education programs. In addition, City of Burnaby Crime Prevention staff also coordinate family safety workshops for parents and caregivers.

OUTCOMES

- » 205 traffic enforcement initiatives were undertaken in school zones by Burnaby RCMP's Traffic Unit and Youth Section. The Youth Section conducted 36 proactive school zone awareness programs to raise driver awareness about speed limits during summer school and back-to-school season.
- » In partnership with ICBC, the Burnaby RCMP participated in 24 Positive Ticketing safety events for the back-to-school season. During the campaign, 500 positive tickets were distributed to students of all ages who exhibited safe behaviours such as crossing in designated areas, walking in groups and wearing bright/reflective clothing. These positive tickets, which were coupons generously donated by a local McDonald's restaurant franchisee, received a positive response from students and families.
- » 25 educational school discussions were held throughout the year on topics such as grad safety, the dangers of impaired driving, traffic safety and bike safety.
- » Burnaby RCMP expanded its efforts to keep the youngest road users in Burnaby safe, holding 4 car seat safety initiatives in 2023, doubling the number from 2022. During these sessions, Certified Child Safety Educators, including Burnaby RCMP officers, work one on one with parents and caregivers to educate and assist with car and booster seat set up and adjustments.
- » The City of Burnaby Crime Prevention team hosted two virtual Safe Community Series presentations for parents and caregivers on gang awareness and online sexual exploitation. The team also participated in Choose Your Ride event in partnership with the RCMP.



Evergreening Surveillance Program

Surveillance technologies such as closed-circuit television (CCTV) cameras have proven instrumental in aiding police with investigations. These systems are also a tool in preventing crime and increasing safety.

In recent years, the City upgraded existing and designed and installed new CCTV monitoring systems at various City facilities.

OUTCOME

2023 saw five net new projects either completed or underway and 11 upgrade projects continuing. All 16 projects are anticipated to be completed in 2023.

Locations include:

- » Forestry Nursery
- » Kensington Complex
- » MacPherson Outdoor Pool
- » Robert Burnaby Outdoor Pool
- » Central Park

The City will continue to review opportunities to upgrade existing systems, and add new installations.



Cyber security outreach

Scammers are always changing tactics as they look to defraud their victims. The City of Burnaby's Crime Prevention Unit and Burnaby RCMP's Economic Crime Unit provide public education presentations to prevent and deter cybercrimes. Burnaby RCMP's Communications Unit also works closely with sections across the detachment such as Economic Crime, General Duty, Serious Crimes and the Crime Prevention Unit to stay on top of current fraud trends that may affect Burnaby residents. Burnaby RCMP also shares timely scam-related messaging to educate, engage and create public awareness on emerging fraud trends.

OUTCOMES

- » Burnaby RCMP's Economic Crime Unit took part in five cyber security related public outreach events to educate the public, including seniors and youth, on what they can do to improve cyber security and protect themselves from cybercrime.
- » Online outreach by the Burnaby RCMP included four media releases related to cyber-related fraud, including a story about a long-term cryptocurrency scam which had defrauded a Burnaby woman of more than \$7.5 million dollars. This media release was issued in English, French, and Chinese to reach a wider audience with safety and prevention information. The media releases resulted in news coverage to help increase awareness around the current cybercrime issues, precautions the public can take and how they can stay safe from cybercrime.
- » Cybercrime tactics are always changing, which means it's important for investigators with the Economic Crime Unit to keep their skills sharp. The unit took part in four educational events in 2023 which focused on cryptocurrency fraud and cybercrime.
- » To complement existing outreach efforts, the City's Crime Prevention Unit also conducted four in-person presentations at assisted living facilities, participated in a seminar on World Elder Abuse Awareness Day focused on senior safety and scams and held two virtual presentations on cyber security as part of its Safe Community Series.

In 2024, Burnaby RCMP's Economic Crime Unit and the City's Crime Prevention Unit will continue work with partners and explore new strategies to educate and inform the public of cyber scams.



Prolific offender

Research indicates that a small number of offenders commit a disproportionate amount of crime. Burnaby RCMP's Prolific Offender Suppression Team (POST) works to reduce criminal activity through targeted enforcement of prolific and priority offenders active in Burnaby. POST takes a multi-faceted approach to prolific offenders through initiatives such as curfew checks and ongoing investigational work.

OUTCOMES

In 2023, POST investigations resulted in 70 criminal charges being laid. Investigations focused on priority offenders committing high value property offences. Notable cases included:

- » recovery of more than \$300,000 worth of stolen and fraudulently obtained items as part of an investigation into an alleged large-scale fraud operation. A handgun, ammunition, fraudulent identification cards and commercial printing equipment were seized along with heavy equipment believed to have been fraudulently obtained. Additional information on this story can be found in the media release **"Four men arrested, possible fraud factory dismantled after Burnaby RCMP investigation"**
- » a large-scale investigation into catalytic converter thefts in the Lower Mainland, resulting in one arrest and the recovery of a substantial quantity of cash and catalytic converters
- » recovery of thousands of dollars worth of stolen items after investigating three package delivery drivers who were allegedly stealing items and selling them on Facebook Marketplace. Full details can be found in the media release **"Three package delivery drivers facing potential theft charges in three separate Burnaby RCMP investigations"**

In addition to investigative work, POST members took part in public education and outreach at Burnaby RCMP's 2023 Open House, highlighting their work in the community.

In 2024 POST will continue to focus on priority and prolific offenders and emerging crime trends relating to property crime, including catalytic converter theft.

Community watch

City Watch is a program designed to educate and prepare City staff to report criminal and nuisance activity observed while at work. Several hundred staff have received this training and they're now able to effectively report such activities to police.

Block Watch is a public engagement program that encourages Burnaby residents to look out for their neighbours and work with police to report criminal and suspicious behaviour.

OUTCOMES

In 2023, Crime Prevention staff maintained ongoing support of existing Block Watch groups throughout Burnaby, including assistance with accessing police and City resources. Staff engaged with Block Watch participants by distributing a monthly Crime Reduction Bulletin in partnership with the Burnaby RCMP Crime Analyst Unit. The bulletins highlight crime hotspots in Burnaby and provide crime prevention tips on various topics of concern. Staff also held eight Safe Community Series educational sessions which were also offered to the public. Sessions included Dangers of Cyber Crime, Wildlife and Bear Safety, and Preparing Yourself for Emergencies. The Block Watch application package has also been updated, and staff began taking new applications towards the end of 2023. A Captain and Co-Captain Corner for program contacts will be launched in 2024. Crime Prevention staff maintained their board member position on the Block Watch Society of BC throughout 2023.



Gang enforcement and education

Gangs and organized crime are a concern for all jurisdictions in Metro Vancouver. The Burnaby Gang Enforcement Team (BGET) was created in January 2021 to strategically deter and disrupt gang activity in the City. Working closely with other units in the detachment, the team operates seven days a week to combat gang violence and provide education in the community.

Some general tasks for BGET officers include curfew checks for known gang associates, traffic stops for suspicious vehicles and ongoing organized crime investigations.

BGET also works closely with Burnaby RCMP's Gang Conflict Coordination Team (GCCT) to identify priority tasks and enhance communication between units for complicated investigations.

OUTCOMES

In 2023, BGET seized 15 weapons, three firearms, 13 cellphones, five vehicles and over \$15,000 in cash as part of its ongoing investigations. In addition, BGET also completed two End Gang Life referrals and one public outreach event. Educational presentations were created recently and will be launched in 2024 to further enhance and expand education and outreach efforts in the community.



Guns and gangs: prevention/intervention

The federal Building Safer Communities Fund (BSCF) supports municipalities and Indigenous (First Nations, Inuit or Metis) governments in their efforts to combat gun and gang violence and their impacts by providing funding for community led projects.

The new Crime Reduction and Intervention Division has created a comprehensive workplan of research and community partner programs and initiatives to support gang and gun violence prevention. Funded through BSCF until March 2026, the workplan allows the City to develop a local response to these complex issues.

Collaboration with Civic Innovation Lab provided the opportunity to use partial grant funding to develop four research projects. This research is positioned to provide valuable insight into the local gang and gun landscape. Research outcomes will be used to guide future gang and gun prevention work beyond the BSCF funding.

The City, through our Community Safety department will continue to work on these initiatives in collaboration with Civic Innovation Lab, Simon Fraser University Criminology, and various other community partners over the next four years.

OUTCOMES

Coordination with community partners to provide intervention programs.

- » Evaluation program and a supporting data collection strategy to measure and track program outcomes has been completed.
- » Four academic research projects to understand some of the risk factors associated with engagement with the gang and gun lifestyle, as well as best practices in intervention programming.

Good Neighbour Program

Well-connected neighbourhoods are the building blocks of a vibrant and safe community. Often the most effective approaches to addressing issues such as crime and disorder are right at our doorstep—in our own neighbourhoods. Burnaby's Good Neighbours program offers ideas and information about programs available to promote neighbourhood engagement.

OUTCOMES

The Crime Reduction Division launched the first phase of the Burnaby Good Neighbour Program in late 2023. The webpage [Burnaby.ca/GoodNeighbour](https://burnaby.ca/GoodNeighbour) is now live and provides information, programs and activities to help Burnaby residents participate in creating more resilient, connected neighbourhoods. Resident level engagement and spaces are key to a vibrant and safe community.

In 2024, a communication plan and collateral will be developed to share the program with Burnaby residents. Additional content and program activities will also be developed.



3

TRANSPORTATION SAFETY

This priority is about planning and delivering safe travel options that reduce traffic injuries and fatalities. The main elements of this priority are planning for safe mobility and promoting safe modes of travel.

Street safety improvements

The Burnaby Road Safety Network Screening Study is a citywide review identifying and prioritizing the highest collision-prone locations for safety improvements. ICBC collision data, site conditions, operation issues and other factors were analyzed at each selected location, resulting in potential mitigation measures being identified. The proposed traffic safety improvements could include signal operation upgrades, pavement markings, lighting and geometric improvements.

The study won the 2022 Road Safety Project of the Year Mavis Johnson Award from the Canadian Institute of Transportation Engineers Greater Vancouver Section. The award celebrates technical excellence in the field of road safety.

Check out Burnaby's Transportation Plan at:
[Burnaby.ca/Transportation](https://burnaby.ca/Transportation)

OUTCOMES

The study results are based on a data-driven analysis that enables the City to make strategic and defensible decisions in the type of improvements in priority locations. The heat map to the right is one of the outcomes from this review and provides a visualization of all intersection collisions documented by ICBC in the past 5 years. As a result, the intersection and corridor improvements have been included in the Engineering Capital Plan (2024-2028), and currently in the design process. Implementation of improvements is an ongoing program.



Safety campaigns: commercial vehicle enforcement

Burnaby RCMP works with an integrated unit made up of partner agencies from across the region to conduct regular Lower Mainland Commercial Vehicle Enforcement (LMDCVE). These collaborative and proactive enforcement initiatives aim to make the region safer by focusing on safety issues related to commercial vehicles, including mechanical inspections and unsafe driving behaviours. Due to the multi-jurisdictional nature of truck traffic, it's believed this ongoing enforcement has a positive effect in all cities across the region. To enhance these efforts, Burnaby RCMP's Communications Unit uses **social media** and **news releases** to improve transportation safety awareness.

OUTCOMES

As part of the overall safety campaign in 2023, Burnaby RCMP's Traffic Unit, in collaboration with partners, took part in 66 commercial vehicle enforcement operations across the Lower Mainland.

In Burnaby, the following was conducted:

- » 35 commercial vehicle enforcement initiatives, including 12 with integrated team
- » 2 commercial vehicle safety educational sessions
- » 10 speed zone enforcement initiatives in construction zones

As a result of these activities:

- » 578 commercial motor vehicle were inspected
- » 385 commercial motor vehicles were placed out of service (67% of the total number of vehicles inspected)
- » 1,886 vehicle violations were identified
- » 798 tickets were issued

Burnaby RCMP's Traffic Services Unit balances Commercial Vehicle Enforcement (CVE) within its traffic enforcement duties. In October 2023, a one year pilot project dedicating a police officer to focus solely on leading the detachment's commercial vehicle safety efforts was initiated to enhance education, enforcement and compliance.

In 2024, Burnaby RCMP looks forward to leveraging its new CVE pilot program and expanding education efforts as part of its overall strategy to improve road safety. The Traffic Services Unit also plans to launch a new safety campaign featuring a life-sized metal cutout named "Constable Scarecrow" to help deter speeding.



4

EMERGENCY SERVICES

This priority recognizes the critical role emergency services such as police, fire and paramedics play in protecting people and responding to emergencies. The main elements are responsive emergency services and increasing integrated services.

RCMP Mental Health Response NEW

The Burnaby RCMP is proud to take a progressive approach to mental health issues in the community, working closely with partners to provide appropriate response, proactive outreach and support.

In November 2023, in partnership with Fraser Health and the Ministry of Mental Health and Addictions, the Burnaby RCMP expanded its response to mental health by launching the Mobile Integrated Crisis Response (MICR) Team. The program pairs Burnaby RCMP officers with Fraser Health mental health nurses, enhancing the ability to respond to calls involving individuals in need of mental health, substance use crisis intervention or assistance, providing a supportive wraparound model of care with a focus on healthcare. This program is made possible by funding from the Province of BC.

In 2024, the Burnaby RCMP has submitted a proposal for a new initiative called Mental Health Response (MHR). This new initiative would provide a more comprehensive picture of the overall response to mental health in our community. If approved, MHR would include reporting on the new Mobile Integrated Crisis Response (MICR) Mental Health Car Program, BMART, and the work of Burnaby RCMP's Police Mental Health and Homelessness Outreach Team (PMHOT).



First responder resiliency •

The Burnaby Fire Department has made mental health a priority for its members. Through collective efforts with People and Culture and Burnaby Firefighters Local 323, the Fire Department provides mental health training and education and access to modified duty options, while also facilitating mental health champions and advocates.

OUTCOMES

In late 2023, the BFD added a net new Management Chief Officer position to directly support occupational health, safety, and wellness. The initial focus is to enhance programs and provide support to ensure a strong and healthy workforce.

Burnaby Mobilization and Resiliency Table

The Burnaby Mobilization and Resiliency Table (BMART) is a situation and service provider table with a hub approach that unites agencies to assist people and families who are acutely at risk of various elevated types of harm due to a number of factors.

The goal is to address the complex, multi-disciplinary needs of individuals to reduce harm risk by aligning service providers.

Some of the service providers involved with BMART include Fraser Health, Burnaby RCMP, Victim Services, Burnaby Fire Department, Provincial ministries, Burnaby School District, City of Burnaby Citizen Support Services, St. Leonard's Youth and Family Services, Progressive Housing Society and Lookout Society. In 2023, additional partners joining BMART include: Elizabeth Fry Society, Cameray Child & Family Services, MOSAIC, and Dixon Transition Society.

For 2024, the Burnaby RCMP has submitted a proposal for a new initiative called Mental Health Response (MHR). This new initiative would provide a more comprehensive picture of the overall response to mental health in our community. If approved, MHR would include reporting on BMART, the new Mobile Integrated Crisis Response (MICR) Mental Health Car Program, and the work of Burnaby RCMP's Police Mental Health and Homelessness Outreach Team (PMHOT).

OUTCOMES

- » BMART continued to meet on a weekly basis throughout 2023, addressing 26 situations and helping 60 people/families. On average each situation had 11 risk factors, the most common being housing, poverty, and mental health.
- » Top agencies for referrals in 2023 include the Burnaby RCMP and Ministry of Social Development and Poverty Reduction.



Enhance Fire Emergency Response Services

Improving emergency response times is a priority for the Burnaby Fire Department (BFD). Two new fire stations are currently in development to meet the needs of our City's growing neighbourhoods. Fire Station 8, began construction in early 2023, will be located on Burnaby Mountain and serve the fast-growing Simon Fraser University community. Fire Station 4, currently located on Duthie, will be replaced in a new location on Greystone Drive. Additionally, the department is stepping up firefighter recruitment activities and reviewing and revamping work processes to help decrease response times.

OUTCOMES

Currently, the BFD is operating Engine 8 from a temporary station inside a leased commercial space on the top of Burnaby Mountain. In 2024, the City will complete the construction of Fire Station #8 and move Engine 8 to its forever home next to UniverCity and the SFU campus. This new station will be outfitted with special operations equipment, including a 2,500-gallon tanker to service areas without access to fire hydrants, and a truck and trailer set for two ATV firefighting vehicles for wildland fire in difficult areas. The replacement of Fire Station #4 on Greystone Drive will be completed in 2024. Recruitment activities were successful in 2023 and many work processes have been reviewed and adjusted to decrease response time.

Enhanced Fire Service Coverage

Maintaining fire services in times of increased demand and concurrent major emergency incidents requires a holistic approach. This initiative aims to enhance the Burnaby Fire Department's (BFD) ability to meet the needs of each event during regular daily operations and periods of increased demand due to localized or regional crises. Gains can be achieved by:

- » ensuring sufficient staffing is in place for second and third alarms
- » a modernization of emergency communication technologies
- » an enhancement of the Heavy Rescue Program
- » an increased mobile water supply to maintain firefighting operations in locations without fire hydrants.
- » Improving first responder resiliency to ensure the mental and physical well-being of firefighters and other first responders.

OUTCOMES

1. The addition of Engine 8 at Burnaby Mountain enables the BFD to build in redundancy to address second alarm events.
2. Future gain will be achieved by extending City fire coverage into the Southern Flats with the addition of Fire Station #9.
3. The BFD is currently undertaking a Fire Radio System study by a third party evaluator to set an appropriate course for the future. This project is expected to be completed in 2024. The BFD is also undertaking an upgrade of its Computer Aided Dispatch system to include Next Generation 911 call-center technology. This project will be activated in 2025.
4. In the second quarter of 2024 the Department will replace its heavy rescue resource with new vehicles and equipment and will expand its capabilities with a third heavy rescue vehicle.
5. In the fourth quarter of 2024, the BFD will establish a net new water tender unit to provide mobile water for wildland operations and purified drinking water during seismic event response.

Enhance Community Engagement

Improving the Burnaby Fire Department's connection with the community allows the cultivation of mutually beneficial relationships based on shared values of trust and respect. This in turn enables the BFD to respond to the emerging needs of the community.

There is an opportunity to enhance community safety through:

- » strengthening BFD support for Burnaby firefighter's charities
- » elevating Fire Prevention Division activities focused on public education and information on community fire safety
- » enhancing the fire department's leadership in managing care for vulnerable communities



OUTCOMES

BFD continues to support Burnaby Firefighters Local 323 with their many charitable works, including:

- » The Boot Drive to raise money for Muscular Dystrophy
- » Burnaby Hospital Foundation
- » Nutritious Snack Program
- » Burnaby Urban Search and Rescue Team
- » Burnaby Food Bank
- » Christmas Toy Drive
- » Harmony for All
- » Kids Sport

The Department's Fire Prevention Division has initiated and strengthen several programs related to public education and community safety, including:

- » primary/secondary school programs
- » Burnaby Fire Department Youth Academy
- » partnering with the City's Emergency Management
- » diversity, inclusion and community group outreach
- » recruitment candidate support

The Fire Department has increased its commitment and impact to care for vulnerable communities through the following leadership positions:

- » BMART Committee
- » Smoke Alarm Program
- » City Trans Inclusion Group
- » interface and education with Burnaby's unsheltered communities

New technical programs•

To improve safety and address the changing needs of the community, including vulnerable populations, The Burnaby Fire Department is enhancing base and special operations with new technical programs and initiatives. They include the following:

- » Wildland Firefighting Program that protects forested and natural spaces as well as adjacent buildings and properties
- » Air Quality Indexing Program to identify the impacts of airborne outfall products from structure fire and industrial emergencies
- » Tactical Evacuation Program to protect impacted citizens from health and safety risks in an emergency
- » safe and effective management of electric and hydrogen fuel cell vehicle emergencies
- » investigating a change to emergency medical responder service level
- » investigating options to provide emergency transportation to the hospital for City employees who've experience a serious injury on the job

OUTCOMES

- » Significant advances made in acquiring Large Area Sprinkler Protection Units and investments in annual wildland training.
- » The Air Quality Indexing Program has achieved full operational status in Phase 1, with monitors and training to identify the impacts of air quality threats at active emergency events. In 2024, Phase 2 focuses on data logging and predictive modeling to provide accurate intelligence to support and guide tactical evacuation operations.
- » Command Staff and Chief Officers have undertaken a significant program enhancement based on internal system development and the support of emergency management planning for evacuation operations. The program enhancement and current capabilities are exercised via Table-Top and field drills on an annual basis to maintain skills and engage new staff members.
- » The BFD is developing education and training programs to keep pace with the rapidly changing requirements of technology-based fuel systems, including electric and hydrogen power vehicles and charging stations.



5

EMERGENCY MANAGEMENT

This priority is about the steps needed to prepare for, respond to, and recover from emergencies and disasters through coordinated and responsive programs.

Earthquake strategy

Earthquakes are high consequence events with the potential to broadly affect the built and natural environments, our society and the economy like no other natural hazard event. To help reduce vulnerabilities, strengthen resilience and shorten response and recovery time-frames, strategic planning efforts to assess and reduce the consequences of earthquakes is required.

As a part of its multi all-hazard approach to emergency management and informed by the findings of the enhanced risk assessment, as required by the new Emergency and Disaster Management Act (EDMA) and regulations, the City can consider developing an Earthquake Strategy to further assess and address seismic risks to private and public buildings and infrastructure and identify actions to respond to an earthquake.

OUTCOMES

- » Funding request for consultant to assist with the enhanced risk assessment and earthquake strategy will be submitted in 2024.
- » Work on this initiative will begin in 2025 if funding secured.



Emergency strategies

Burnaby's Emergency Program continues its work toward an emergency resilient community, one that's as prepared as possible in the event of a disaster. The program involves creating strategies and initiatives that follow the 4 phases of emergency management: mitigation, preparedness, response, and recovery. There are many elements to Burnaby's Emergency Program, including sharing emergency preparedness awareness information, conducting hazard risk assessments, preparing comprehensive emergency plans and guidelines and engaging in regional emergency planning. The goal of emergency strategies is disaster risk reduction.

OUTCOMES

Evacuation Plan

Work on the evacuation route planning continues. Two quadrants are now completed (Brentwood and Lougheed). The next quadrant to be worked on is Metrotown (which is the largest).

- » Estimated completion 2025

Public Education

- » The Emergency Planning team attended 8 large events in 2023, with thousands of attendees. We estimate that 3,000 to 4,000 people visited our tent each day, having fun learning how to prepare for emergencies, and receiving practical emergency kit items.
- » As part of promoting ShakeOut BC, and "*drop, cover and hold on! for earthquakes*", a free screening of the movie San Andreas was held at the Shadbolt Centre. Featuring live scientific commentary from Alison Bird, Earthquake Seismologist at Natural Resources Canada, the audience had fun learning about how what actually happens during an earthquake and how that differs from the movie.

Alertable

- » The City continues to promote signup to **Alertable**, our Public Alerting system through City communications and at events.
- » The app now has over 6000 subscribers, and we'll continue to promote sign up in 2024.

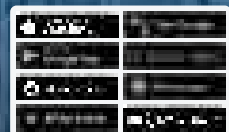


DON'T MISS EMERGENCY ALERTS from the City of Burnaby

Stay aware and plan ahead.



ALERTABLE
PUBLIC ALERTING SYSTEM
DOWNLOAD TODAY



Emergency Operations Centre

In normal conditions, day-to-day emergency operations are conducted by municipal departments, such as Public Works or the fire department, and/or agencies including the RCMP, BC Ambulance Service, power and gas utility owners and others. For a large-scale emergency or disaster, the City will activate an Emergency Operations Centre (EOC).

The EOC is where representatives from City departments come together to centralize the coordination of response activities and develop community recovery strategies and programs. As appropriate, EOC include representatives from First Nations or Indigenous Governing Bodies, other government agencies, the private sector, volunteer agencies and community partners to guide and harmonize activities. The EOC enables flexible, effective and efficient support to the responders and resources in the field and the affected community. This may include policy guidance and direction, intelligence and resource synchronization, harmonizing community supports and information sharing with the community.

The City included allocation for the EOC space in the Laurel Street Works Yard redevelopment to meet the City and community safety response requirements.

OUTCOMES

Construction of the EOC at Laurel Street Works Yard is now complete and the EOC is now operational, when needed. The building is a state-of-the-art, seismically resilient facility and features uninterrupted power supply and backup generators. It also includes dedicated two-way radio and satellite communications systems, as well as IT infrastructure and will include a cutting-edge audio/visual information display system in 2024.

Moving forward, a proposed EOC project will include evaluation of existing EOC management software applications available in the market, and to procure and acquire the best application for the City. This software is intended to digitize existing emergency response and recovery paper-based processes, improve personnel and asset management and tracking, provide real-time situational awareness, foster cross collaboration on tasks and assignments by incident site and EOC personnel, support Incident Command System (ICS) and EOC electronic documentation, enable easy access to situation awareness, expand incident site status, data-collection and analytics, and allow more efficient and effective EOC reporting. The application will be expected to be able to seamlessly integrate with existing City systems, such as ArcGIS, Alertable, Prism, Hansen, EnerGov, Microsoft 365, and others.

System training and applied learning simulations will be utilized to reinforce personnel familiarization and proficiency with the chosen application.



Extreme weather strategy

Extreme weather events are becoming more frequent, with temperatures reaching dangerous levels, both in summer and winter. It's expected that health impacts from such events will continue to rise in the next decade.

OUTCOMES

Extreme heat

In 2023, we continue ongoing engagement with community partners to educate the public on what they can do to mitigate extreme heat situations. A detailed report can be found in the **November 7 report** to the Public Safety Committee.

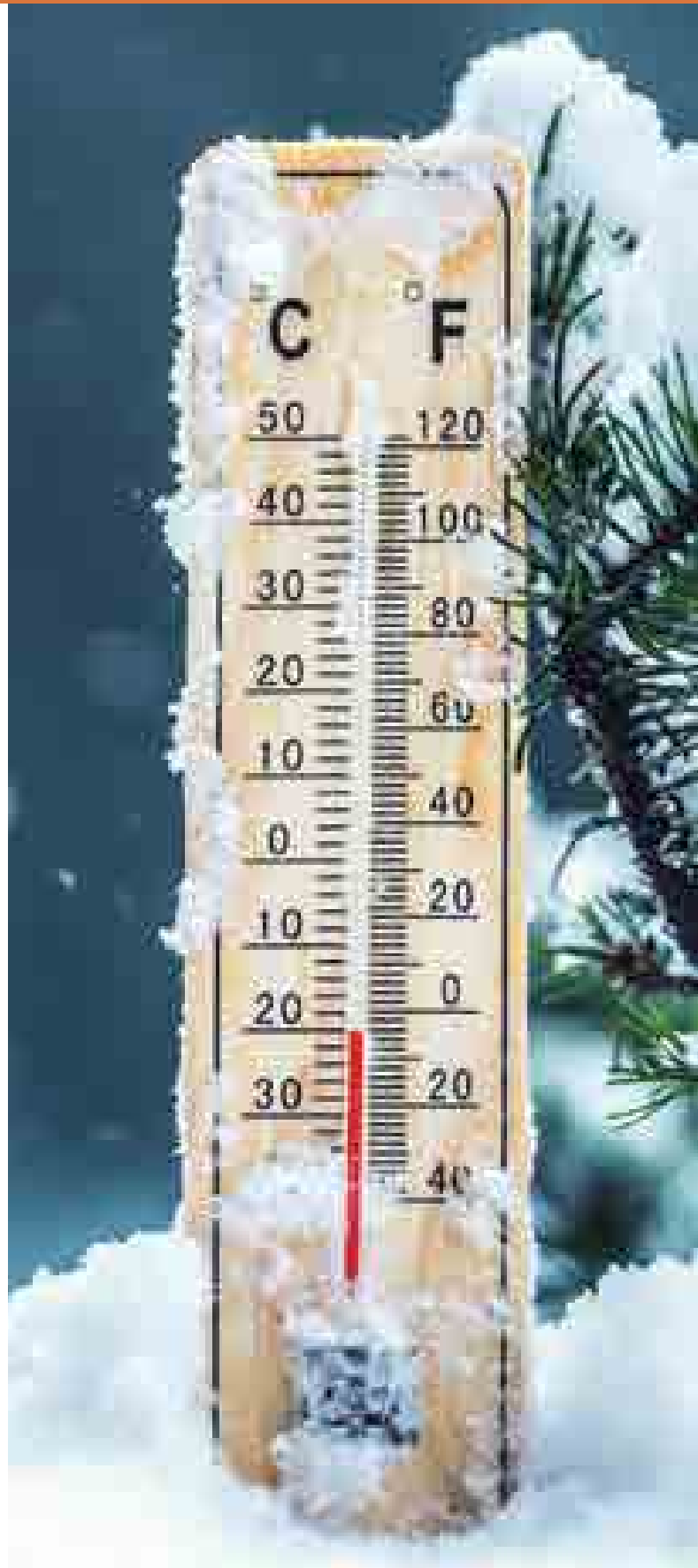
The City of Burnaby activated its heat response plan twice in 2023. Various cooling resources were available during these times which included City cooling centres and the Society to End Homelessness Cooling Sites. Additional seasonal cooling resources included misting stations, wading pools and spray parks. City staff, RCMP Mental Health Outreach Team, and community organizations worked in concert reaching out to those who were the most vulnerable to the heat by conducting wellness checks, sharing City cooling centre location information and conveying Fraser Health's heat-health information.

Additional details can be found in the **2023 Heat Events Summary**.

Extreme cold

In 2023/24, the City is supporting a winter shelter at the Buller Warehouse that will be operated by Progressive Housing. The winter shelter will operate 24 hours a day, 7 days a week until April 30, 2024.

The City is also prepared to open its own extreme weather warming centre in a separate area at the same location during periods of extreme cold.



Emergency support services

Emergency Support Services (ESS) is a provincial emergency response program for local authorities and Indigenous governments to deliver services to the public.

ESS provides for the short-term needs of displaced individuals and families. The City of Burnaby ESS Team provides referrals to and support for the physical and emotional well-being of those displaced by an emergency event for the first 72 hours. To enhance the City's ability to quickly support those displaced, the Emergency Management Division has equipment and supplies for a 75-bed barrack-style temporary lodging facility. These Group Lodging items are stored in a trailer, allowing them to be easily and rapidly deployed where they are needed. The City continues to supplement the ESS equipment and supplies and strategically place ESS pods across the city.

OUTCOMES

- » The City is ready to implement the 2023 ESS Modernization Evacuee Registration and Assistance (ERA) tool. We're currently working with interested participants on the implementation plan.
- » In 2023, ESS duty officers attended 12 callouts and supported 54 people and 5 pets for a combined total of 45 days.



Age friendly extreme weather planning

As a result of climate change, extreme weather events are becoming increasingly more common in Canada and globally. In 2021, the western North American heat dome caused daily temperatures to rise to record-breaking levels for one week, which resulted in 619 deaths, of which 73 occurred in Burnaby. The BC Coroners Service received a report on June 7, 2022 from a specially convened panel which had been tasked with reviewing the deaths of individuals who died during the summer 2021 heat events. The panel determined the majority of those who perished were older adults with compromised health and lived alone.

In 2022, the City received a BC Healthy Communities grant of \$25,000 for an age-friendly project.

OUTCOMES

With grant funding from BC Healthy Communities, the City worked with community partners to develop an outreach plan to help isolated seniors prepare for extreme heat events in summer 2023. Outreach included heat health awareness information and the opportunity to receive wellness calls during heat events.



CONCLUSION

In 2023, our combined efforts greatly improved the safety and well-being of our community. Significant achievements include:

- » successfully transitioning non-emergency call service to the City (9 am-9 pm) from E-Comm, drastically reducing wait time and abandoned calls
- » creating an Intervention Support Team (2 staff) to support homelessness, and will grow the team to a full complement of five staff in 2024
- » setting up a winter shelter to support our vulnerable population at the Buller Street warehouse.
- » approving the creation of a **Burnaby Housing Authority** to help create more secure, purpose-built housing that will include non-market rental, non-market ownership and market rental housing.
- » launching the **Mayor's Task Force on Unsheltered Community Members**. The Task Force brings together key partners to develop a coordinated, integrated, systems-based response to homelessness that prevents pathways into becoming homeless and supports pathways out of homelessness.

While we celebrate these achievements, we acknowledge that the journey towards a safer community is an ongoing one. Challenges persist, and there is always room for improvement. The feedback received from community members during this progress report period will serve as a roadmap for refining and expanding our initiatives in the coming year. By staying responsive to the evolving needs of our residents, we continue to build a safer, more resilient community for everyone.



CITY OF BURNABY**BYLAW NO. 14642****A BYLAW to amend Burnaby Waterworks
Regulation Bylaw 1953**

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY WATERWORKS REGULATION BYLAW 1953, AMENDMENT BYLAW NO. 1, 2024.**
2. Burnaby Waterworks Regulation Bylaw 1953, as amended, is further amended by repealing Section 15(3) and replacing it with the following:

“(3) All new Multi Dwelling buildings and commercial premises referred to in sections 15(1)(b) and (c) above shall configure their water service or mechanical room for metered water service and install one or more water meters, as required by the Engineer, for the building prior to issuance of an Occupancy Permit for the building.

(4) All new single family and two-family dwellings, with or without a secondary suite or laneway home, shall install a water meter for the property prior to issuance of an Occupancy Permit for the dwelling(s).”
3. This Bylaw shall come into force and effect on July 1, 2024.

| | | |
|-------------------------------|--------|--------|
| Read a first time this | day of | , 2024 |
| Read a second time this | day of | , 2024 |
| Read a third time this | day of | , 2024 |
| Reconsidered and adopted this | day of | , 2024 |

MAYOR

CORPORATE OFFICER

CITY OF BURNABY**BYLAW NO. 14636**

A BYLAW to amend various
sections of the Zoning Bylaw

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY ZONING BYLAW 1965, AMENDMENT BYLAW NO. 1, 2024.**

2. Burnaby Zoning Bylaw 1965, as amended, is further amended:

(a) in the Table of Contents, under the heading Schedules, by deleting the following:

“Schedule Number VIII

800. OFF-STREET PARKING

Schedule Number IX

900. OFF-STREET LOADING”

and replacing it with the following:

“Schedule Number VIII

800. OFF-STREET VEHICLE PARKING

Schedule Number IX

900. OFF-STREET LOADING

Schedule Number X

1000. OFF-STREET BICYCLE PARKING & END OF TRIP FACILITIES”

(b) at the following sections by deleting the words “off-street parking” wherever they appear and replacing them with the words “off-street vehicle parking”:

6.7(3), 306(3)(d), 800, 800.1(1), 800.1(2), 800.2, 800.4.3, 800.4.3(1), 800.5(1), 800.5(2), 800.5.1(1)(a), 800.5.1(1)(c), 800.5.1(1)(d), 800.6(7), 800.7(2), and 800.9(1);

(c) at Section 3, by repealing the definition of “BICYCLE PARKING FACILITIES, RESIDENT/EMPLOYEE” in its entirety;

(d) at Section 3, by repealing the definition of “BICYCLE PARKING FACILITIES,

VISITOR/CUSTOMER” in its entirety;

- (e) at Section 3, in the definition of “PAYMENT-IN-LIEU OF PARKING”, by deleting the words “off-street parking” and replacing them with “off-street vehicle parking”;
- (f) at Section 3, by adding the following definitions in alphabetical order:

“**CLASS A BICYCLE PARKING**” means a secure and weather-protected place to park bicycles for employees, students, residents, commuters and others who generally stay at a site for several hours or longer.

“**CLASS B BICYCLE PARKING**” means a convenient and readily accessible place to park bicycles for shoppers, customers, messengers and other visitors.

“**TRANSIT ORIENTED DEVELOPMENT AREA**” means a lot that is located within 800 m (2,624.67 ft.) of a passenger rail station, as defined in the *Local Government Act* and regulations thereto, or 400 m (1,312.34 ft.) of a bus exchange, as defined in the *Local Government Act* and regulations thereto.

“**TRANSPORTATION DEMAND MANAGEMENT MEASURES**” means initiatives or infrastructure aimed at maximizing sustainable transportation choices and reducing single occupancy vehicle trips.”

- (g) at Section 5.3, by repealing subsection (2) in its entirety and replacing it with the following:
 - “(2) Off-Street Vehicle Parking, Off-Street Loading, and Off-Street Bicycle Parking & End of Trip Facilities Schedules: Off-street vehicle parking, off-street loading, and off-street bicycle parking & end of trip facilities regulations shall be set forth in the Off- Street Vehicle Parking, Off-Street Loading, and Off-Street Bicycle Parking & End of Trip Facilities Schedules which are hereby made and declared to be an integral part of this Bylaw.”
- (h) by repealing Section 101.11 in its entirety, and replacing it with the following:
 - “**101.11 Off-Street Vehicle Parking:**
Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”
- (i) by repealing Sections 102.11 and 102.12 in their entirety, and replacing them with the following:

“**102.11 Off-Street Vehicle Parking:**

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.

102.12 Driveway Access

For all lots designated as R2 Residential District within the area bounded on the south by the Lougheed Highway, on the west by Holdom Avenue, on the north by Halifax Street and on the east by Kensington Avenue to the intersection of Broadway and Kensington Avenue, Broadway to the lane that is the easterly boundary of Lot 3, District Lot 131, Group 1, New Westminster District, Plan 13532 and the easterly boundary of Lot 49, District Lot 131, Group 1, New Westminster District, Plan 15413, access for vehicles to all off-street vehicle parking spaces shall be provided by a lane abutting the lot; but where there is no abutting lane, access may be taken from the street.”

- (j) by repealing Section 103.11 in its entirety, and replacing it with the following:

“103.11 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (k) at Section 104.12, by deleting the heading, and repealing subsection 104.12(1) in its entirety and replacing them with the following:

“104.12 Off-Street Vehicle Parking:

(1) Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (l) at Section 105.12, by deleting the heading, and repealing subsection 105.12(1) in its entirety and replacing them with the following:

“105.12 Off-Street Vehicle Parking:

(1) Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (m) by repealing Section 106.8 in its entirety and replacing it with the following:

“106.8 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (n) by repealing Section 107.9 in its entirety and replacing it with the following:

“107.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (o) by repealing Section 108.8 in its entirety and replacing it with the following:

“108.8 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (p) by repealing Section 109.11 in its entirety and replacing it with the following:

“109.11 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (q) at Section 110.11, by deleting the heading, and repealing subsections 110.11(1) and (2) in their entirety, and replacing them with the following:

“110.11 Off-Street Vehicle Parking:

- (1) Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.
- (2) Access for vehicles to all off-street vehicle parking spaces shall be provided from a lane abutting the lot except where there is no abutting lane or the Director Engineering is satisfied that access from a lane is not feasible because of an extreme grade, in which case the Chief Building Inspector may approve access from a street.”

- (r) by repealing Section 111.10 in its entirety and replacing it with the following:

“111.10 Off-Street Vehicle Parking:

- (1) Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.
- (2) Access for vehicles to all off-street vehicle parking spaces shall be provided from a lane abutting the lot except where there is no abutting lane or the Director Engineering is satisfied that access from a lane is not feasible because of an extreme grade, in which case the Chief Building Inspector may approve access from a street.”

- (s) at Section 112.11, by deleting the heading and replacing it with **“Off-Street Vehicle Parking”**

- (t) by repealing subsection 112.11(3) in its entirety and replacing it with the following:

- “(3) Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”**

- (u) by repealing Section 201.9 in its entirety and replacing it with the following:

“201.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (v) by adding the following as Sections 201.11 and 201.12:

“201.11 Off-Street Loading:

Off-street loading shall be provided and maintained in accordance with Schedule IX of this Bylaw.

201.12 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

- (w) by repealing Section 202.9 in its entirety and replacing it with the following:

“202.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (x) by adding the following as Sections 202.11 and 202.12:

“202.11 Off-Street Loading:

Off-street loading shall be provided and maintained in accordance with Schedule IX of this Bylaw.

202.12 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

- (y) by repealing Section 203.10 in its entirety and replacing it with the following:

“203.10 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (z) by adding the following as Sections 203.12 and 203.13:

“203.12 Off-Street Loading:

Off-street loading shall be provided and maintained in accordance with Schedule IX of this Bylaw.

203.13 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(aa) by repealing Section 204.10 in its entirety and replacing it with the following:

“204.10 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(bb) by adding the following as Sections 204.12 and 204.13:

“204.12 Off-Street Loading:

Off-street loading shall be provided and maintained in accordance with Schedule IX of this Bylaw.

204.13 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(cc) by repealing Section 205.10 in its entirety and replacing it with the following:

“205.10 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(dd) by adding the following as Sections 205.12 and 205.13:

“205.12 Off-Street Loading:

Off-street loading shall be provided and maintained in accordance with Schedule IX of this Bylaw.

205.13 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(ee) by repealing Section 206.12 in its entirety and replacing it with the following:

“206.12 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(ff) by adding the following as Sections 206.14 and 206.15:

“206.14 Off-Street Loading:

Off-street loading shall be provided and maintained in accordance with Schedule IX of this Bylaw.

206.15 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(gg) by repealing Section 207.11 in its entirety and replacing it with the following:

“207.11 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(hh) by adding the following as Sections 207.13 and 207.14:

“207.13 Off-Street Loading:

Off-street loading shall be provided and maintained in accordance with Schedule IX of this Bylaw.

207.14 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(ii) by repealing Section 301.9 in its entirety and replacing it with the following:

“301.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(jj) by adding the following as Section 301.11:

“301.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(kk) by repealing Section 302.9 in its entirety and replacing it with the following:

“302.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(ll) by adding the following as Section 302.11:

“302.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(mm) by repealing Section 303.9 in its entirety and replacing it with the following:

“303.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(nn) by adding the following as Section 303.11:

“303.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(oo) by repealing Section 304.9 in its entirety and replacing it with the following:

“304.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(pp) by adding the following as Section 304.11:

“304.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(qq) by repealing Section 305.9 in its entirety and replacing it with the following:

“305.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(rr) by adding the following as Section 305.11:

“305.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(ss) by repealing Section 306.9 in its entirety and replacing it with the following:

“306.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(tt) by adding the following as Section 306.11:

“306.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(uu) by repealing Section 307.9 in its entirety and replacing it with the following:

“307.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(vv) by adding the following as Section 307.11:

“307.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(ww) by repealing Section 308.10 in its entirety and replacing it with the following:

“308.10 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(xx) by adding the following as Section 308.13:

“308.13 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(yy) by repealing Section 309.10 in its entirety and replacing it with the following:

“309.10 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(zz) by adding the following as Section 309.13:

“309.13 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(aaa) by repealing Section 401.9 in its entirety and replacing it with the following:

“401.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(bbb) by adding the following as Section 401.11:

“401.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(ccc) by repealing Section 402.8 in its entirety and replacing it with the following:

“402.8 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(ddd)by adding the following as Section 402.10:

“402.10 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(eee) by repealing Section 403.7 in its entirety and replacing it with the following:

“403.7 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(fff) by adding the following as Section 403.9:

“403.9 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(ggg)by repealing Section 404.9 in its entirety and replacing it with the following:

“404.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(hhh)by adding the following as Section 404.11:

“404.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(iii) by repealing Section 405.9 in its entirety and replacing it with the following:

“405.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(jjj) by adding the following as Section 405.11:

“405.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(kkk)by repealing Section 406.9 in its entirety and replacing it with the following:

“406.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(lll) by adding the following as Section 406.11:

“406.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(mmm) by repealing Section 407.6 in its entirety and replacing it with the following:

“407.6 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(nnn) by adding the following as Section 407.8:

“407.8 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(ooo) by repealing Section 408.11 in its entirety and replacing it with the following:

“408.11 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(ppp) by adding the following as Section 408.13:

“408.13 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(qqq) by repealing Section 451.10 in its entirety and replacing it with the following:

“451.10 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(rrr) by adding the following as Section 451.12:

“451.12 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(sss) by repealing Section 452.10 in its entirety and replacing it with the following:

“452.10 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(ttt) by adding the following as Section 452.12:

“452.12 Off-Street Bicycle Parking and End-of-trip Facilities:
Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(uuu) by repealing Section 501.9 in its entirety and replacing it with the following:

“501.9 Off-Street Vehicle Parking:
Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(vvv) by adding the following as Section 501.11:

“501.11 Off-Street Bicycle Parking and End-of-trip Facilities:
Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(www) by repealing Section 502.10 in its entirety and replacing it with the following:

“502.10 Off-Street Vehicle Parking:
Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(xxx) by adding the following as Section 502.12:

“502.12 Off-Street Bicycle Parking and End-of-trip Facilities:
Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

(yyy) by repealing Section 503.7 in its entirety and replacing it with the following:

“503.7 Off-Street Vehicle Parking:
Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(zzz) by adding the following as Section 503.9:

“503.9 Off-Street Bicycle Parking and End-of-trip Facilities:
Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

- (aaaa) by repealing Section 504.4 in its entirety and replacing it with the following:

“504.4 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (bbbb) by adding the following as Section 504.7:

“504.7 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

- (cccc) by repealing Section 505.9 in its entirety and replacing it with the following:

“505.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (dddd) by adding the following as Section 505.11:

“505.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

- (eeee) by repealing Section 506.10 in its entirety and replacing it with the following:

“506.10 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (ffff) by adding the following as Section 506.12:

“506.12 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

- (gggg) by repealing Section 507.9 in its entirety and replacing it with the following:

“507.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (hhhh) by adding the following as Section 507.11:

“507.11 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

- (iii) by repealing Section 509.6 in its entirety and replacing it with the following:

“509.6 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (jjj) by adding the following as Section 509.8:

“509.8 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

- (kkk) by repealing Section 510.6 in its entirety and replacing it with the following:

“510.6 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (lll) by repealing Section 511.12 in its entirety and replacing it with the following:

“511.12 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (mmm) by repealing Section 511.16 in its entirety, and replacing it with the following:

“511.16 Off-Street Bicycle Parking and End-of-trip Facilities:

Off-street bicycle parking and end-of-trip facilities shall be provided and maintained in accordance with Schedule X of this Bylaw.”

- (nnn) by repealing Section 511.17 in its entirety;

- (ooo) by repealing Section 601.9 in its entirety and replacing it with the following:

“601.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (ppp) by repealing Section 602.8 in its entirety and replacing it with the following:

“602.8 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

- (qqq) by repealing Section 603.9 in its entirety and replacing it with the following:

“603.9 Off-Street Vehicle Parking:

Off-street vehicle parking shall be provided and maintained in accordance with Schedule VIII of this Bylaw.”

(rrrr) at Section 700.2, by repealing subsection (2) in its entirety and replacing it with the following:

“(2) Exceptions to the applicable bicycle parking, vehicle parking and loading, carwash facility, screening and landscaping, fence and retaining wall, minimum frontage of a business, projection into required yards and bulk regulations of this Bylaw may be permitted, provided that the floor area ratio and density for the development as a whole are in conformity with the applicable requirements of this Bylaw, and that such exception results in an improved relationship between the various parts of the proposed development.”

(ssss) at subsection 700.3(1), by repealing paragraph (a) in its entirety and replacing it with the following:

“(a) A site plan or plans, including legal descriptions of the area to be developed, showing the location of all existing and proposed buildings, streets, lanes, highways, driveways, bicycle parking, vehicle parking and loading areas, sidewalks, street lighting, utilities and utility easements, streams and other topographical features of the site.”

(tttt) by deleting the title of “**SCHEDULE NO. VIII OFF-STREET PARKING**” and replacing it with “**SCHEDULE NO. VIII OFF-STREET VEHICLE PARKING**”;

(uuuu) at subsection 800.3.1(2), by repealing paragraph (a) in its entirety and replacing it with the following:

| “ | USE | REQUIRED ACCESSIBLE PARKING SPACES |
|---|-----|---|
| (a) Multiple family dwellings; excluding townhouse dwellings and row housing dwellings. | | The greater of: (a) 1 accessible parking space; and (b) 0.04 accessible parking spaces for each dwelling unit.” |

(vvvv) at subsection 800.3.1(2), by repealing paragraph (b) in its entirety;

(www) at subsection 800.3.1(2), by repealing paragraphs (c) and (d) in their entirety and replacing them with the following:

| “ | USE | REQUIRED ACCESSIBLE PARKING SPACES |
|-----|--|---|
| (c) | All other uses other than residential use. | The greater of: (a) 2 accessible parking spaces; and (b) 0.02 accessible parking spaces for each provided parking space. |
| (d) | All uses. | The first accessible parking space provided, and every tenth accessible parking space provided thereafter, must be a van accessible parking space. Additionally, where visitor parking is provided, a minimum of 1 visitor parking space shall be a van accessible parking space.” |

(xxxx) at subsection 800.3.1(2), by repealing paragraph (e) in its entirety;

(yyyy) at subsection 800.3.1(5), by repealing paragraphs (a) and (b) in their entirety and replacing them with the following:

- “(a) be located close to the elevator, vestibule, and building or lobby entrance of the principal building or use for which the off-street vehicle parking space is provided, including parking spaces provided pursuant to subsections 800.5(2) and 800.5A, with a direct and unobstructed access thereto;
- (b) have an adjacent access aisle on one side of the regular accessible and van accessible parking space, and to the rear of the parallel accessible and van accessible parking space, with a minimum width of 1.5 m (4.92 ft.). A single access aisle may be used jointly by two adjacent regular accessible and van accessible parking spaces. The adjacent access aisle shall be marked with diagonal markings or paintings on the surface;”

(zzzz) at Section 800.3.1, by repealing subsection (6) in its entirety and replacing it with the following:

- “(6) Accessible and van accessible parking spaces intended for residential use may not be assigned except to a resident of a dwelling unit with a physical disability provided that up to 50% of the accessible parking spaces may be assigned to a resident without a physical disability on

a temporary basis subject to the following: if a resident with a physical disability requests the use of an accessible parking space and one has been temporarily assigned to a resident without a physical disability, then the accessible parking space must be made available to the resident with a physical disability, within sixty (60) days of a request being submitted to the strata corporation or owner, as applicable, responsible for administering the accessible parking spaces.”

(aaaaa) at Section 800.3.2, by repealing subsection (2) in its entirety and replacing it with the following:

“(2) Accessible parking spaces shall be provided in accordance with the following, unless a lot is located in a transit-oriented development area.”

(bbbbb) at subsection 800.3.2(2), by repealing paragraphs (a) and (b) in their entirety and replacing them with the following:

| | | USE | REQUIRED ACCESSIBLE PARKING SPACES |
|-----|-------------------------------|------------|---|
| (a) | Lot with a laneway home | | 1 accessible parking space per primary dwelling unit |
| (b) | Lot with a ground level suite | | 1 accessible parking space per primary dwelling unit” |

(ccccc) at subsection 800.3.2(2), by repealing paragraph (c) in its entirety;

(ddddd) at subsection 800.3.2(2), by repealing paragraph (d) in its entirety and replacing it with the following:

| | | USE | REQUIRED ACCESSIBLE PARKING SPACES |
|-----|---|------------|---|
| (d) | Lot with a semi-detached dwelling with a secondary suite that is not a ground level suite | | 1 accessible parking space per primary dwelling unit with a secondary suite that is not a ground level suite” |

(eeeeee) at Section 800.3.2, by repealing subsection (4) in its entirety and replacing it with the following:

“(4) The minimum dimensions of accessible and van accessible parking spaces and associated access aisles are as set out in Section 800.3.1(3) and Section 800.3.1(5)(b).”

(fffff) by repealing Section 800.4 in its entirety and replacing it with the following:

“800.4 Required Off-Street Vehicle Parking Spaces:

Off-street vehicular parking or garage spaces shall be provided in accordance with the standards in this section. In the case of a use not specifically mentioned, the required off- street vehicle parking spaces shall be the same as for a similar use. For all uses, other than single and two-family residential, the Director of Planning and Building may vary the required off-street vehicle parking spaces subject to the approval of a parking study.”

(ggggg) at Section 800.4, by repealing subsections (1) and (1a) in their entirety and replacing them with the following:

| “ | USE | REQUIRED PARKING SPACES |
|------|---|--|
| (1) | Residential uses located within a transit-oriented development area | No parking required |
| (1a) | Single family dwelling (with or without a secondary suite), two family dwellings without a secondary suite, and row-house dwellings | 1 for each primary dwelling unit |
| (1b) | Single family dwelling (with or without a secondary suite) with a laneway home, and two family dwellings with a secondary suite. | 1 outdoor parking space or carport space for each primary dwelling unit, which: (a) meets the accessibility requirements of Section 800.3.2; and (b) is accessed from: (i) a lane; or (ii) subject to the approval of the Director Engineering, on a corner lot, from the street abutting the side lot line; or (iii) subject to the approval of the Director Engineering, on a through lot, from the rear street.” |

(hhhhh) at Section 800.4, by repealing subsection (2) in its entirety and replacing it with the following:

| “ | USE | REQUIRED PARKING SPACES |
|---|-----|-------------------------|
|---|-----|-------------------------|

- (2) Multiple family dwellings, excluding multi-family flex-units 1.0 for each dwelling unit, plus 0.05 per dwelling unit for visitor parking”
- (iiii) at subsection 800.4(2), by repealing paragraphs (a), (a.1), (a.2), (b), (b.1), (c) and (d) in their entirety;
- (jjjj) at subsection 800.4(2), by adding the following as paragraph (e):
- “ **USE REQUIRED PARKING SPACES**
- (e) Multi-family flex-unit 1.25 for each dwelling unit, plus 0.05 per dwelling unit for visitor parking”
- (kkkkk) at Section 800.4, by repealing subsections (2.1) and (2.2) in their entirety;
- (lllll) at Section 800.4, by adding the following as subsection (2.3):
- “ **USE REQUIRED PARKING SPACES**
- (2.3) Purpose-built rental 0.5 for each dwelling unit, plus 0.05 per dwelling unit for visitor parking”
- (mmmmm) at Section 800.4 by repealing subsection (3) in its entirety;
- (nnnnn) at Section 800.4, by repealing subsection (6.1) in its entirety and replacing it with the following:
- “ **USE REQUIRED PARKING SPACES**
- (6.1) Dormitories Subject to subsection 800.5A, 0.6 for each dwelling unit inclusive of 0.1 for visitor parking, or as determined through a parking study approved by the Director Planning and Building, plus 1 for each 3 employees, and 1 for each 6 beds in sleeping units.”
- (ooooo) at Section 800.4, by repealing subsection (16) in its entirety;

(ppppp) at Section 800.4, by repealing subsection (17) in its entirety and replacing it with the following:

| “ | USE | REQUIRED PARKING SPACES |
|------|---|--|
| (17) | Business administrative and professional offices, including medical or dental offices and clinics | 1 for each 55 m ² (592.02 sq. ft.) of gross floor area” |

(qqqqq) at Section 800.4, by repealing subsections (19) and (19a) in their entirety;

(rrrrr) at Section 800.4, by repealing subsection (20) in its entirety and replacing it with the following:

| “ | USE | REQUIRED PARKING SPACES |
|-------|---|--|
| (20) | Commercial uses other than in the C1 and C2 Districts | 1 for each 55 m ² (592.02 sq. ft.) of gross floor area. |
| (20a) | Commercial uses in the C1 District | No parking required |
| (20b) | Commercial uses in C2 District | No parking is required for lots with less than 235 m ² (2,529.52 sq. ft.) of commercial gross floor area. |
| | | For lots with 235 m ² (2,529.52 sq. ft.) or more of commercial gross floor area, parking shall be provided in accordance with Section 800.4(20).” |

(sssss) at Section 800.4, by repealing subsections (21) and (22) in their entirety;

(ttttt) at Section 800.4, by repealing subsections (23) and (24) in their entirety and replacing them with the following:

| “ | USE | REQUIRED PARKING SPACES |
|------|--|---|
| (23) | Manufacturing and industrial buildings and uses, research facilities and laboratories, servicing and repair establishments and other similar uses. | 1 for each 93 m ² (1,001.04 sq. ft.) of gross floor area, plus 1 for each 55 m ² (592.02 sq. ft.) of gross floor area used for indoor display, rental or retail sales purposes. |

- | | | |
|------|--|---|
| (24) | Warehousing, storage buildings, greenhouses and nurseries, wholesale establishments and other similar uses | 1 for each 186 m ² (2,002.15 sq. ft.) of gross floor area, plus 1 for each 55 m ² (592.02 sq. ft.) of gross floor area and/or of lot area used for display, rental or retail sales purposes.” |
|------|--|---|

(uuuuu) at Section 800.4, by repealing subsections (31), (33), (34), (35), and (36) in their entirety;

(vvvvv) by repealing Section 800.4.2 in its entirety;

(wwwww) at Section 800.4.3 by repealing subsection (2) in its entirety and replacing it with the following:

“(2) on a lot other than which the principal building or use to be served is located, subject to sections 800.5(2) and 800.5A; and/or”

(xxxxx) at Section 800.5, by repealing subsections (4) and (5) in their entirety;

(yyyyy) by adding the following as Section 800.5A:

“800.5A Shared Parking

(1) Shared use of off-street vehicle parking spaces required for any non-residential use, residential visitor use, or sleeping units or studio units in a dormitory, may be permitted where:

- (a) the operating hours for such uses do not overlap significantly;
- (b) the shared vehicle parking spaces are located not more than 122 m (400.26 ft.) from the uses to be served; and
- (c) the shared vehicle parking spaces are not permanently assigned to a specific use and are available at all times of the day and week.

(2) Where off-street vehicle parking spaces for sleeping units or studio units in a dormitory are shared with another use, the vehicle parking spaces must be shared with the same institution which the dormitory serves and the number of off-street vehicle parking spaces shall not be less than the number of off-street vehicle parking spaces required for such dwelling units and sleeping units.”

(zzzzz) at Section 800.5.1, by repealing subsection (1) in its entirety and replacing it with the following:

“(1) An owner or occupier who applies for a building permit to construct, extend, or alter a building or structure on a lot, or who changes a use,

or increases the density of occupancy of a use on a lot, has the option to pay to the City an amount, as set out in the Burnaby Consolidated Fees and Charges Bylaw, in lieu of providing off-street vehicle parking spaces required by section 800.4, less any vehicle parking spaces provided in accordance with section 800.4.3(1) and (2), subject to the following:”

(aaaaaa) by adding the following as Section 800.5.2:

“800.5.2 Off-Street Vehicle Parking Management

Transportation demand management measures must be provided for any new apartment building in accordance with a transportation demand management measures plan prepared in accordance with the City of Burnaby’s Transportation Demand Management Guidelines to the satisfaction of the Director of Planning and Building.”

(bbbbbb) by adding the following as Section 800.10:

“800.10 Visitor Parking

Visitor parking for multiple family dwellings shall:

- (1) be identified by a sign with the words “VISITOR PARKING”;
- (2) be located in an area that is easy to find, is safe, and convenient. Security gates at the entrance to underground visitor parking areas may be permitted on the following conditions:
 - (a) access shall be controlled by an intercom system that is located on the property in close proximity to the visitors parking area to ensure the security of the visitors parking area but avoiding impediments to vehicular circulation at its entrance. The security gate shall be able to be easily opened by the operator of the vehicle without involving a third party;
 - (b) a functional turn-around area shall be provided at the entrance to the visitors parking area to permit adequate vehicle manoeuvring without the need for reversing the vehicle in the event that the visitor does not gain access to the visitors parking area through the security gate;
 - (c) the underground visitors parking area shall be separated from any underground residents parking area by a further security gate to maintain the security of the residents parking area. The visitors parking area shall be identified by large and clear signage, differentiated from resident parking and available to visitors 24 hours per day; and
 - (d) pedestrian access to the visitor parking area (both external and internal) and from the visitor parking area to the main lobby or an individual residential unit shall be adequately identified with signage that is clear in its directions to the

visitor.”

(cccccc) at Section 900.4, by repealing subsection (1) in its entirety and replacing it with the following:

- “(1) On every lot used as a retail store, business, industry, warehouse or other similar use, except lots with C1 District zoning, the minimum number of spaces shall be as follows, or as set out in a loading management plan that has been approved by the Director of Planning and Building:

| Total Gross Floor Area of Bldg(s) | Loading Spaces Required |
|---|--------------------------------|
| (a) Less than 235 m ² (2,529.52 sq. ft.) | 0 |
| (b) 235 m ² (2,529.52 sq. ft.) to 460 m ² (4,951.56 sq. ft.) | 1 |
| (c) 460 m ² (4,951.56 sq. ft.) to 2,300 m ² (24,757.80 sq. ft.) | 2 |
| (d) 2,300 m ² (24,757.80 sq. ft.) to 4,600 m ² (49,515.61 sq. ft.) | 3 |
| (e) Each additional 4,600 m ² (49,515.61 sq. ft.) or fraction thereof in excess of 2,300 m ² (24,757.80 sq.ft.) | 1 additional” |

(dddddd) at Section 900.4, by adding the following as subsections (3), (4) and (5):

- “(3) On every lot with multiple family dwelling units, the minimum number of off-street loading spaces shall be as follows:

| Total Provided Dwelling Units | Loading Spaces Required |
|--|--------------------------------|
| 0-99 | 0 |
| 100-300 | 1 |
| For each additional 200 dwelling units or part thereof | 1 additional” |

- (4) On every lot used as a retail store, business, industry, warehouse or other similar use, except lots with C1 District zoning, where the gross floor area of a site is 2,300 m² (24,757.80 sq. ft.) or greater, a loading management plan must be provided.
- (5) Notwithstanding section 900.4(3), for lots fronting a public road

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Schedule "A"

SCHEDULE NO. X OFF-STREET BICYCLE PARKING & END OF TRIP FACILITIES

1000. Subject to the provisions of Section 1000.1, when any development takes place on any lot, end-of-trip facilities and spaces for the off-street parking of bicycles shall be provided and maintained in accordance with this schedule.

1000.1 General Requirements:

- (1) Required bicycle parking spaces and end-of-trip facilities shall be provided for on the subject lot, except as otherwise permitted in section 1000.2 and 1000.10.
- (2) Off-street bicycle parking spaces and end-of-trip facilities existing on the effective date of this schedule shall not be reduced below the applicable requirements of this schedule.
- (3) Where bicycle parking spaces are provided in excess of the required amount, such bicycle parking spaces shall be provided in accordance with the requirements contained in this schedule.

1000.2 Requirement Exemptions:

- (1) The required number of Class B bicycle parking spaces may be located in the public street or sidewalk, subject to an encroachment agreement with the City, if permitted by the Director of Planning and Building. In such cases, the property owner shall be required to cover costs associated with installation, maintenance, and replacement of the required bicycle parking spaces.

1000.3 Uses not listed:

If a use is not listed in section 1000.5(1), the number of required bicycle parking spaces shall be calculated based on a similar use as determined by the Director of Planning and Building.

1000.4 Units of Measurement:

- (1) Where number of persons is used as a unit of measurement for the calculation of required bicycle parking spaces, it shall mean the greatest number of persons at work or study, at any time of the day or night in a particular building or for a particular use during any season of the year.
- (2) Where seating accommodation is used as a unit of measurement for the calculation of required bicycle parking spaces, and such accommodation consists of benches, pews, booths and the like, each 0.5 m (1.54 ft.) of width of such seating accommodation shall be counted as one seat.
- (3) Where the calculation of required bicycle parking spaces, Class A supplementary facilities, or end-of-trip facilities results in a fractional requirement, the fractional requirement shall be rounded up to the next whole number.

1000.5 Number of Required Bicycle Parking Spaces:

- (1) Bicycle parking spaces shall be required for any uses classified in the table below in accordance with the corresponding standards, or as determined by the Director of Planning and Building on account of exceptional site conditions.

| Use | Minimum Required Bicycle Parking Spaces | |
|--|--|--|
| | Class A (long-term) | Class B (short-term) |
| (a) Multiple family dwelling | 2 for each dwelling unit | The greater of 4 spaces and 1 for every 5 dwelling units |
| (b) Dormitory | 1 for each unit | The greater of 4 spaces and 1 for every 5 units |
| (c) Seniors housing | 1 for every 20 employees | The greater of 4 spaces and 1 for every 5 residents |
| (d) Retail | A minimum of 1 space for each 340 m ² (3,659.73 sq. ft.) of gross floor area | The greater of 2 spaces and 1 for each 500 m ² (5,381.96 sq. ft.) of gross floor area |
| (e) Office | A minimum of 1 space for each 170 m ² (1,829.86 sq. ft.) of gross floor area | The greater of 2 spaces and 1 for each 1000 m ² (10,763.90 sq. ft.) of gross floor area |
| (f) Hotel | 1 for every 20 employees and 1 for every 30 sleeping units | The greater of 2 spaces and 1 for every 30 sleeping units |
| (g) Hospital | 1 for every 20 employees | 6 spaces at each public entrance |
| (h) School – Elementary or similar | 1 for every 20 employees | The greater of 2 spaces and 1 for every 20 students |
| (i) School – Secondary or post-secondary | 1 for every 20 employees and students | The greater of 2 spaces and 1 for every 20 students |
| (j) Community centre, library, or museum | 1 for each 500 m ² (5,381.96 sq. ft.) of gross floor area | The greater of 2 spaces and 1 for each 250 m ² (2,690.98 sq. ft.) of gross floor area |
| (k) Theatre, auditorium, or stadium | 1 for every 20 employees | The greater of 2 spaces and 1 for every 50 spectator seats |
| (l) Manufacturing & Warehousing | The greater of 1 for each 1,000 m ² of gross floor area and 1 for every 20 employees. | No requirement. |

- (2) For multiple family dwellings, a minimum of 2 Class A bicycle parking spaces shall be allocated for the exclusive use of each and every dwelling unit.

1000.6 Class A Bicycle Parking Spaces:**1000.6.1 1000.6.1 Class A bicycle parking spaces shall:**

- (1) for multiple family dwellings, be provided in:
 - (a) single space or double space bicycle lockers in a bicycle room;
 - (b) an automated facility; or
 - (c) private garages;
- (2) for all uses other than multiple family dwellings, be provided in:
 - (a) a bicycle room within a building, private garage or parking garage;
 - (b) an automated facility; or
 - (c) single space bicycle lockers;
- (3) not require manual lifting of the bicycle to be placed in the bicycle space, except that wall mounted racks may be permitted at the discretion of the Director of Planning and Building on account of exceptional site conditions that limit the size and configuration of the parkade;
- (4) be located no more than one level below or above grade and shall have convenient access to outside where provided in a bicycle room or as bicycle lockers, except that a location more than one level below or above grade may be permitted at the discretion of the Director of Planning and Building on account of exceptional site conditions, development size, provision of voluntary bicycle parking spaces, or where a bicycle-appropriate elevator is supplied offering convenient access to outside; and
- (5) be independently accessible by means of an aisle of a minimum width of 1.2 m (3.94 ft.), and a minimum vertical clearance of 2.0 m (6.56 ft.), except when provided in an automated facility.

1000.6.2 Class A bicycle rooms shall:

- (1) provide required bicycle parking spaces in the form of bicycle racks or bicycle lockers;
- (2) not include Class B bicycle parking spaces;
- (3) have a solid opaque or chain-link (No. 7 gauge or heavier) walls extending from floor to ceiling;
- (4) have a steel or chain-link (No. 7 gauge or heavier) door that is no less than 0.9 m (2.95 ft.) in width, is automatically operated with a programmed entry system, and has tamper-proof hinges and a steel frame. Where a steel door is installed, a security window is preferred;
- (5) have motion-activated security lighting enclosed in tamper-proof housing, which uniformly provides light throughout the room; and
- (6) be designed to accommodate a maximum of 50 bicycle racks, except that a Class A bicycle room may be designed to accommodate more than 50 bicycle racks if the bicycle room is continuously monitored by security personnel during operational hours.

1000.6.3 Where Class A bicycle parking spaces are provided in an automated facility, the automated facility shall:

- (1) have an entrance that is located no more than one level below or above grade with convenient access to outside that is accessible by means of an aisle of a minimum width of 1.2 m (3.94 ft.), and a minimum vertical clearance of 2.0 m (6.56 ft.);
- (2) store and retrieve bicycles via a radio frequency identification tag and smart card system, or a comparable high security storage and retrieval system;
- (3) have a designated and preferably weather-protected loading zone;
- (4) be designed to accommodate a maximum of 100 bicycles; and
- (5) have motion-activated security lighting enclosed in tamper-proof housing, which uniformly provides light and is dark-sky compliant if located outside.

1000.6.4 Class A bicycle lockers shall:

- (1) be constructed of theft-resistant material with no exposed fittings of connectors;
- (2) be built with a lockable door which opens to the full width and height of the locker;
- (3) be individually numbered;
- (4) be weather-proof where exposed to the elements;
- (5) for a single space bicycle locker, have minimum dimensions of:
 - (a) 0.7 m (2.30 ft.) in width at the door end;
 - (b) 0.2 m (0.66 ft.) in width at the end opposite to the door;
 - (c) 1.8 m (5.91 ft.) in length; and
 - (d) 1.2 m (3.94 ft.) in height;
- (6) for a double space bicycle locker, have minimum dimensions of:
 - (a) 1.15 m (3.77 ft.) in width at the door end;
 - (b) 1.15 m (3.77 ft.) in width at the end opposite to the door;
 - (c) 1.8 m (5.91 ft.) in length; and
 - (d) 1.2 m (3.94 ft.) in height; and
- (7) be accessible only to residents of the one residential unit which the single or double bicycle locker is intended to serve.

1000.6.5 Class A bicycle racks shall:

- (1) be constructed of sturdy theft-resistant material with secure theft resistant anchoring to the floor or wall;
- (2) support the bicycle frame above the centre of gravity and enable the bicycle frame and front wheel to be locked to the rack with a U-style lock; and
- (3) have a minimum:
 - (a) vertical clearance of 2.0 m (6.56 ft.);
 - (b) width of 0.6 m (1.97 ft.) for each bicycle; and
 - (c) length of 1.8 m (5.91 ft.).

1000.7 Class B Bicycle Parking Spaces:**1000.7.1 Class B bicycle parking spaces shall:**

- (1) be provided in:
 - (a) bicycle racks;
 - (b) single space bicycle lockers;
 - (c) an automated facility; or
 - (d) subject to Section 1007.7.5, an attended facility only for uses provided for in Section 1000.5(1)(j) and (k);
- (2) have wayfinding signage where Class B bicycle parking spaces are not readily visible from the front of the site;
- (3) except where the Class B bicycle parking spaces are provided in an automated facility or an attended facility, not require manual lifting of the bicycle to be placed in the bicycle space;
- (4) not interfere with pedestrian or vehicular circulation; and
- (5) be independently accessible by means of an aisle of a minimum width of 1.2 m (3.94 ft.), and a minimum vertical clearance of 2.0 m (6.56 ft.), except when provided in an automated facility.

1000.7.2 Class B bicycle racks shall:

- (1) be located where feasible, near all main pedestrian entries, in an accessible, well-lit and weather-protected location, that allows for visual surveillance by occupants of the building or by building security;
- (2) be constructed of sturdy theft and weather-resistant material with secure theft-resistant anchoring to the floor or wall;
- (3) support the bicycle frame above the centre of gravity and enable the bicycle frame and front wheel to be locked to the rack with a U-style lock; and
- (4) have a minimum;
 - (a) vertical clearance of 2.0 m (6.56 ft.);
 - (b) width of 0.3 m (0.98 ft.) for each bicycle; and
 - (c) length of 1.8 m (5.91 ft.).

1000.7.3 Class B bicycle lockers shall:

- (1) where feasible, be located near all main pedestrian entries, in an accessible, well-lit and weather-protected location, that allows for visual surveillance by occupants of the building or by building security;
- (2) be constructed of theft-resistant material with no exposed fittings of connectors;
- (3) be built with a lockable door which opens to the full width and height of the locker;

- (4) be weather-proof where exposed to the elements; and
- (5) have minimum dimensions of:
 - (a) 0.7 m (2.30 ft.) in width at the door end;
 - (b) 0.2 m (0.66 ft.) in width at the end opposite to the door;
 - (c) 1.8 m (6.23 ft.) in length; and
 - (d) 1.2 m (3.94 ft.) in height.

1000.7.4 Where Class B bicycle parking spaces are provided in an automated facility, the automated facility shall:

- (1) store and retrieve bicycles via a radio frequency identification tag and smart card system, or a comparable high security storage and retrieval system;
- (2) have a designated and preferably weather-protected loading zone;
- (3) be designed to accommodate a maximum of 100 bicycles; and
- (4) have motion-activated security lighting enclosed in tamper-proof housing, which uniformly provides light and is dark-sky compliant if located outside.

1000.7.5 Up to 90% of the required Class B bicycle parking spaces for the uses provided in Section 1000.5(1)(j) and (k) may be provided in the form of an attended facility which has a drop off and pick up area that is located no more than one level below or above grade and has convenient access to the outside.

1000.8 Bicycle Repair Station:

- (1) Where 10 or more Class A bicycle parking spaces are required, there shall be no less than 1 bicycle repair station for every 400 Class A bicycle parking spaces, and each station shall provide:
 - (a) a bicycle stand that supports the bicycle off the floor;
 - (b) a tire pump; and
 - (c) a bicycle appropriate toolkit secured to the bicycle stand or wall.

1000.9 End-of-trip Facilities:

- (1) Where 4 or more Class A bicycle parking spaces are required to be provided under this bylaw for non-residential uses, end-of-trip facilities shall be provided in accordance with the following, or as determined by the Director of Planning and Building on account of exceptional site conditions:
 - (a) the minimum number of toilets, sinks, and showers required is:

| Required Number of Class A Bicycle Parking Spaces | Minimum Number of | | |
|---|-------------------|--------------|--------------|
| | Toilets | Sinks | Showers |
| 4-20 | 2 | 2 | 2 |
| 21-40 | 2 | 4 | 4 |
| 41-60 | 4 | 6 | 6 |
| For each additional 15 or part thereof | 1 additional | 1 additional | 1 additional |

- (b) the minimum number of change spaces required is 2 for each shower provided, with no less than 1 private change space for each shower;
 - (c) the minimum number of grooming stations required is 1 for each shower provided;
 - (d) the minimum number of clothing lockers required is 1.5 for each Class A bicycle parking space provided;
 - (e) the minimum number of drying hooks, or equivalent, is 1 for each Class A bicycle parking space provided; and
 - (f) if facilities are to be separated by gender, the number of spaces allocated to each gender shall be distributed equally, unless otherwise demonstrated to the satisfaction of the Director of Planning & Building.
- (2) End-of-trip facilities shall be securely located, well-lit and accessed via an interior entry door.
- (3) End-of-trip facilities shall be designed to the following standards:
- (a) All required showers shall be provided for in private stalls and shall include a shelf for staging toiletries, and a hook to hang a towel;
 - (b) Private change spaces shall be provided for in opaque stalls, and each stall shall be accessed separately from the shower, and contain a bench or similar with dimensions no less than 0.6 m (1.97 ft.) in length, 0.3 m (0.98 ft.) in depth and 0.4 m (1.31 ft.) in height;
 - (c) Each grooming station shall be equipped with a mirror, electrical outlet, and a counter top; and
 - (d) Each clothing locker shall be a minimum of 0.45 m (1.48 ft.) in depth, 0.3 m (0.98 ft.) in width and 0.9 m (2.95 ft.) in height and have built-in hooks and perforations to allow for adequate ventilation.

1000.10 Shared Facilities:

- (1) Bicycle parking spaces may be provided and used collectively by two or more buildings or uses, provided that:
- (a) Class A bicycle parking spaces required for residential uses are not shared with non-residential uses;
 - (b) the operating hours for such uses do not overlap significantly;

- (c) the shared spaces are not located more than 122 m (400.26 ft.) from the building or uses to be served; and
 - (d) the shared spaces are not permanently assigned to a specific use or building and are available at all times of the day and week.
- (2) End-of-trip facilities may be provided and used collectively by two or more buildings or uses, provided that:
 - (a) the operating hours for such uses do not overlap significantly;
 - (b) the shared spaces are not located more than 122 m (400.26 ft.) from the building or uses to be served; and
 - (c) the shared facilities are not permanently assigned to a specific use or building and are available at all times of the day and week.

CITY OF BURNABY**BYLAW NO. 14634**

A BYLAW to authorize the execution of a Housing Agreement
for the non-market rental housing development at
6620 Sussex Avenue

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY HOUSING AGREEMENT (6620 SUSSEX AVENUE) BYLAW 2024**.

2. The City is hereby authorized to enter into a housing agreement with 1123523 B.C. Ltd., substantially in the form set out in Schedule “A” (the “**Housing Agreement**”), for the non-market rental housing development on lands legally described as:

PID: 031-731-651

Lot 1 District Lot 153 Group 1 New Westminster District Plan EPP120310

3. The Corporate Officer is hereby authorized and empowered to execute the Housing Agreement on behalf of the City.

FIRST READING this 26th day of February, 2024

SECOND READING this 26th day of February, 2024

THIRD READING this 26th day of February, 2024

RECONSIDERED AND ADOPTED day of , 2024

MAYOR

CORPORATE OFFICER

Schedule "A"

HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference _____, 20____,

BETWEEN:**1123523 B.C. LTD.**

Incorporation No. BC1123523
 2338 Park Place, 666 Burrard Street
 Vancouver, B.C. V6C 2X8

(the "**Owner**")

AND:**CITY OF BURNABY**

4949 Canada Way
 Burnaby, B.C. V5G 1M2

(the "**City**")

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions with respect to the form of tenure of housing units;
- B. The Owner is the registered owner of the Lands (as hereinafter defined) and is currently constructing the Development on the Lands;
- C. The Owner intends to subdivide the Lands by Air Space Plan to create the Rental Air Space Parcel containing all the Non-Market Units; and
- D. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide the Non-Market Units (as hereinafter defined) as affordable housing on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of ten dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

- (a) “**Accessibility Needs**” refer to physical accessibility needs identified by a Returning Tenant, in their Tenant Assistance Form or subsequently, and accommodated, as practicable, in an Adaptable Housing Unit;
- (b) “**Adaptable Housing Unit**” means a Non-Market Unit that: (a) is designed and built with features that permit easy modification to accommodate changing accessibility requirements over time; and (b) conforms to the requirements and standards specified in the *Zoning Bylaw* and elsewhere in the British Columbia Building Code for adaptable dwelling units;
- (c) “**Agreement**” means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) “**Air Space Plan**” means an air space subdivision plan of the Lands, or any portion thereof, pursuant to the *Land Title Act*;
- (e) “**BC Housing**” means the British Columbia Housing Management Commission;
- (f) “**CD Plan**” means the comprehensive development plan for the Lands entitled “Residential Strata Tower and Low-Rise Affordable Rental Development” prepared by DYS Architecture and filed with the City’s General Manager Planning and Development;
- (g) “**City**” means the City of Burnaby;
- (h) “**CMHC**” means the Canada Mortgage and Housing Corporation;
- (i) “**CMHC Market Median Rent**” means the median residential apartment rent applicable to areas within the City of Burnaby (being the Central Park/Metrotown CMHC Market Rental survey zone in the case of the Non-Market Units under this Agreement), based on rental market data collected by CMHC, and if such rental market data is no longer published by CMHC, then such other methodology established by the City at its discretion;
- (j) “**Daily Amount**” means \$100.00 per day as of January 1, 2018, and adjusted annually on January 1st of each subsequent year by a percentage equal to the percentage of the increase in the Vancouver Headline CPI for the period from January 1 to December 31 of the preceding calendar year;
- (k) “**Development**” means the development on the Lands of a single 30-storey high-rise strata apartment building and a four-storey non-market rental apartment

building constructed or to be constructed on the Lands in accordance with the CD Plan;

- (l) “**Effective Date**” has the meaning ascribed to it in section 11.2;
- (m) “**Eligibility Date**” means the applicable date for determining which tenants at the Prior Site qualify to receive benefits under the Tenant Assistance Policy;
- (n) “**Eligible Tenant**” means:
 - (i) in the case of a Replacement Rental Unit, a Household with at least one member who is a Returning Tenant; and
 - (ii) in the case of a Required Inclusionary Unit, a Household with a gross household income that does not exceed the Housing Income Limits (HILs) for the applicable unit type (or such other income threshold approved by the City at its discretion), but excluding: (A) the Owner, any directors, officers, and employees of the Owner, as applicable, and their respective direct family members; and (B) if the Owner contracts a third party to manage and administer the Non-Market Units pursuant to sections 5.1(d) or 5.1(e), such third party, any directors, officers and employees of such third party, as applicable, and their respective direct family members;
- (o) “**Former Caretaker(s)**” means a caretaker at the Prior Site who is entitled under the Tenant Assistance Policy to a Replacement Rental Unit;
- (p) “**Funding Agreement**” means an agreement entered into or to be entered into between a Funding Provider and the Owner with respect to the management of the Non-Market Units, as the same may be amended, amended and restated, supplemented or modified from time to time;
- (q) “**Funding Provider**” means BC Housing, CMHC or another organization providing funding with respect to the development or operation, or both, of the Non-Market Units;
- (r) “**Household**” means:
 - (i) a person; or
 - (ii) two or more persons related by blood, marriage, adoption or foster care; or
 - (iii) a group of not more than five unrelated non-transient persons living together as a single group in a dwelling unit and using common cooking facilities, excluding boarders and lodgers;
- (s) “**Housing Covenant**” means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land*

Title Act) charging the Lands, registered under number CB_____, as it may be amended or replaced from time to time;

- (t) “**Housing Income Limit (HILs)**” means the gross annual income limit for the HILs Lower Mainland planning area associated with the City of Burnaby, as derived from CMHC’s annual Rental Market Survey and published by BC Housing from time to time, and if such gross annual income limit is no longer published by BC Housing, then “**Housing Income Limit (HILs)**” means the last such gross annual income limit published by BC Housing adjusted annually, on January 1st of each subsequent year, by a percentage equal to the percentage of the increase in the Vancouver Headline CPI for the period January 1 to December 31 of the preceding calendar year;
- (u) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238 together with all amendments thereto and replacements thereof;
- (v) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250 together with all amendments thereto and replacements thereof;
- (w) “**Lands**” means the following lands and premises situate in the City of Burnaby and any part thereof, including a building or a portion of a building, into which said lands are Subdivided:

Parcel Identifier: 031-731-651
Lot 1 District Lot 153 Group 1 NWD Plan EPP120310;
- (x) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (y) “**LTO**” means the New Westminster Land Title Office or its successor;
- (z) “**Non-Market Units**” means the 53 residential units within the Rental Air Space Parcel that are designated for use as a Replacement Rental Unit or Required Inclusionary Unit, and “**Non-Market Unit**” means any such residential unit;
- (aa) “**Owner**” means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or any part thereof;
- (bb) “**Permitted Rent**” means:
 - (i) with respect to a Replacement Rental Unit, the Replacement Rental Rate; and
 - (ii) with respect to a Required Inclusionary Unit, the Required Inclusionary Rental Rate for the unit type;

- (cc) **“Prior Site”** means the lands and premises with the former civic address of 6620 to 6630 Sussex Avenue, as of June 29, 2022, and formerly legally described as:
 - (i) PID: 002-673-801, Lot 42, DL 153, Gp 1, NWD, Plan 1566;
 - (ii) PID: 002-673-827, Lot 43, DL 153, Gp 1, NWD, Plan 1566;
 - (iii) PID: 002-673-843, Lot 44, DL 153, Gp 1, NWD, Plan 1566;
 - (iv) PID: 002-673-860, Lot 45, DL 153, Gp 1, NWD, Plan 1566; and
 - (v) PID: 002-673-878, Lot 46, DL 153, Gp 1, NWD, Plan 1566;
- (dd) **“Prior Unit”** means the former residential unit occupied by a Returning Tenant at the Prior Site;
- (ee) **“Public Utility”** means any utility or service provider that is regulated by the British Columbia Utilities Commission, or its successor in function;
- (ff) **“Purchaser”** has the meaning ascribed to it in section 11.2;
- (gg) **“Rental Air Space Parcel”** means an air space parcel created by subdivision of the Lands, or any portion thereof, by Air Space Plan, which air space parcel contains all the Non-Market Units;
- (hh) **“Rental Use Zoning Policy”** means the City’s Finalized Rental Use Zoning Policy approved by City Council on March 9, 2020;
- (ii) **“Replacement Rental Rate”** means, with respect to each Replacement Rental Unit:
 - (i) in the case of a Returning Tenant who is not a Former Caretaker, an amount equal to the Returning Tenant’s rent as of the date the Returning Tenant moved out of that Returning Tenant’s Prior Unit, plus any annual increases allowed under the *Residential Tenancy Act* between the date the Returning Tenant moved out of the Prior Unit and the effective date of the tenancy under the Tenancy Agreement for the Replacement Rental Unit together with any subsequent annual increases permitted in accordance with the *Residential Tenancy Act*; and
 - (ii) in the case of a Returning Tenant who is a Former Caretaker, an amount calculated in accordance with the formula below, plus any annual increases allowed under the *Residential Tenancy Act* between the date the Former Caretaker moved out of the Prior Unit and the effective date of the tenancy under the Tenancy Agreement for the Replacement Rental Unit together with any subsequent annual increases permitted in accordance with the *Residential Tenancy Act*:

$$Rent = (Rent1 + Rent2 + ... + RentN) / N,$$

where:

- 1) $(Rent1 + Rent2 + ... + RentN)$ is the sum of the rent amounts payable by TAP Tenants on their respective move-out dates for a similar unit type as the Former Caretaker at the Prior Site; and
 - 2) N is the number of TAP Tenants occupying a similar unit type as the Former Caretaker at the Prior Site;
- (jj) “**Replacement Rental Unit**” means a Non-Market Unit that replaces a rental unit at the Prior Site and is offered to and rented by a Returning Tenant;
- (kk) “**Required Inclusionary Rental Rate**” means an amount equal to 20% below the CMHC Market Median Rent, for the unit size and type (meaning, for greater certainty, number of bedrooms) of the Required Inclusionary Unit as of the date the Owner and Eligible Tenant enter into a Tenancy Agreement, together with any annual increases permitted in accordance with the *Residential Tenancy Act*;
- (ll) “**Required Inclusionary Unit**” means a Non-Market Unit that is rented or offered for rent at the Required Inclusionary Rental Rate;
- (mm) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78 together with all amendments thereto and replacements thereof;
- (nn) “**Returning Tenant**” means a former tenant of a Prior Unit who is eligible for a right of first refusal for a Replacement Rental Unit under the Tenant Assistance Policy and Rental Use Zoning Policy, and includes a Former Caretaker;
- (oo) “**TAP Tenants**” means the tenants who are eligible for Tenant Assistance Policy benefits as of the Eligibility Date;
- (pp) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Required Inclusionary Unit or Replacement Rental Unit on a month-to-month basis or for a fixed term not exceeding twelve (12) months;
- (qq) “**Tenant Assistance Policy**” means the City’s Tenant Assistance Policy approved by City Council on March 9, 2020;
- (rr) “**Vancouver Headline CPI**” means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function; and
- (ss) “**Zoning Bylaw**” means the *Burnaby Zoning Bylaw, 1965*, and amendments thereto and re-enactments thereof.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

ARTICLE 2 USE AND OCCUPANCY OF NON-MARKET UNITS

2.1 The Owner will construct and maintain on the Lands the Non-Market Units in the following mix of unit sizes and types:

- (a) 4 studio units (all of which will first be made available as Replacement Rental Units and subsequently as Required Inclusionary Units, in accordance with this Agreement);

- (b) 39 one-bedroom units (all of which will first be made available as Replacement Rental Units and subsequently as Required Inclusionary Units, in accordance with this Agreement); and
 - (c) 10 two-bedroom units (all of which will first be made available as Replacement Rental Units and subsequently as Required Inclusionary Units, in accordance with this Agreement);
- 2.2 The Owner will not change the mix of size and type of the Non-Market Units set out in sections 2.1(a) to (c) without the prior written consent of the City.
- 2.3 The Owner will rent the Non-Market Units at the following rates:
 - (a) for up to 53 Replacement Rental Units (in accordance with the required unit mix set out in section 2.1 of this Agreement), at Replacement Rental Rates to Returning Tenants who exercise their right of first refusal for a Replacement Rental Unit; and
 - (b) for the balance of the Non-Market Units (including any Replacement Rental Unit refused or not rented at any time by a Returning Tenant), at Required Inclusionary Rental Rates to an Eligible Tenant for a Required Inclusionary Unit.
- 2.4 The Owner agrees and will include in each Tenancy Agreement a covenant requiring that the applicable Non-Market Unit will only be used and occupied as the permanent residence of the applicable Eligible Tenant in accordance with this Agreement and any permits issued by the City with respect to the Development and the CD Plan. For the purposes of this Article 2, “permanent residence” means that the Non-Market Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.5 Subject to the further requirements in Article 3 in the case of a Replacement Rental Unit and Article 4 in the case of a Required Inclusionary Unit, the Owner will not rent, lease, license or otherwise permit occupancy of any Non-Market Unit except in accordance with the following conditions:
 - (a) the Non-Market Units will only be used or occupied as a permanent residence by an Eligible Tenant pursuant to a Tenancy Agreement and not be made available for short term rental;
 - (b) the monthly rent payable for Non-Market Units will not exceed the Permitted Rent for a Replacement Rental Unit or Required Inclusionary Unit, as applicable;
 - (c) the Owner:
 - (i) will not require the Eligible Tenant or any permitted occupant to pay any extra charges or fees for sanitary sewer, storm sewer, water, or other municipal utilities or for property or similar taxes;

- (ii) may, to the extent each Non-Market Unit is individually metered for electricity and/or gas usage, require the Eligible Tenant or any permitted occupant to pay directly to the Public Utility, the cost of such utilities or services;
 - (iii) will not form a private utility to service the Non-Market Units unless the Owner has received the prior written consent of the City, which consent may be qualified or arbitrarily withheld in the City's sole discretion;
 - (iv) may require the Eligible Tenant to provide a refundable security deposit when reserving the use of any amenity space or facility within the Rental Air Space Parcel, which can be applied towards any damage caused to such amenity space or facility and in the absence of any damage, returned to the Eligible Tenant;
 - (v) may charge the Eligible Tenant or any permitted occupants of a Non-Market Unit on a per use basis, extra charges or fees for reasonable cost recovery related to the cleaning and maintenance of amenity areas and/or facilities in the Rental Air Space Parcel except for the use of outdoor amenity spaces, required bicycle storage, lobby and elevator, for which no fee can be charged;
 - (vi) may charge the Eligible Tenant or any permitted occupants of a Non-Market Unit for reasonable cost recovery related to the repair of damage caused by such Eligible Tenant or occupant, or if the item is damaged beyond repair, then for reasonable cost recovery related to the replacement of such item, provided, for certainty, that the Owner will have first deducted all recoveries which reduce any charge payable by the Eligible Tenant or permitted occupants of a Non-Market Unit, including recoveries under any warranties and recoveries under any insurance policies maintained by the Owner; and
 - (vii) will not require any Eligible Tenant or permitted occupant of a Non-Market Unit to pay any unreasonable move-in or move-out charges;
- (d) the Owner will include in each Tenancy Agreement, to the extent permitted by the *Residential Tenancy Act*, a clause entitling the Owner to terminate the Tenancy Agreement if:
- (i) the Non-Market Unit is occupied by a person or persons other than an Eligible Tenant in the Eligible Tenant's absence;
 - (ii) the Non-Market Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent;
 - (iii) subject to section 4.3, the Eligible Tenant subleases the Non-Market Unit or assigns the Tenancy Agreement in whole or in part; and/or

- (iv) in respect of a Required Inclusionary Unit, the gross annual income of the Household exceeds the Housing Income Limits (HILs) for the unit size of the Required Inclusionary Unit for more than one consecutive annual income review,

and in the case of each such event, the Owner hereby agrees with the City to forthwith provide to the Eligible Tenant under the applicable Tenancy Agreement a notice of termination, unless termination of the Tenancy Agreement by the Owner would not be permitted in the circumstances pursuant to the *Residential Tenancy Act* or the *Human Rights Code* or any other applicable law. Such notice of termination will provide that the termination of the tenancy will be effective two (2) months following the date of such notice or as required by the *Residential Tenancy Act* in the circumstances described in subparagraphs (i), (ii), and (iii) of this subsection 2.5(d), and six (6) months following the date of such notice or as required by the *Residential Tenancy Act* in the circumstance described in subparagraph (iv) of this subsection 2.5(d), or such longer period as the Owner considers to be fair and reasonable given the circumstances of the termination;

- (e) the Tenancy Agreement will identify all permanent occupants of the Non-Market Unit and will stipulate that any individual over the age of 18 not identified in the Tenancy Agreement will be prohibited from residing at the Non-Market Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (f) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement for a Non-Market Unit to the City as soon as practicable upon demand by the City.
- 2.6 Where the Owner has terminated the Tenancy Agreement, the Owner will use reasonable commercial efforts to cause the Eligible Tenant and all other persons that may be in occupation of the Non-Market Unit to vacate the Non-Market Unit on or before the effective date of termination.
- 2.7 The Owner will comply with all laws, regulations, bylaws and orders with respect to the construction, maintenance, repair, operation and use of the Non-Market Units.

ARTICLE 3

RETURNING TENANTS AND REPLACEMENT UNITS

- 3.1 The Owner acknowledges that the Replacement Rental Units are intended to be rented to Returning Tenants who enter into a Tenancy Agreement in respect of a Replacement Rental Unit at the time of first occupancy of the Replacement Rental Units.
- 3.2 The Owner covenants and agrees with the City that:
- (a) the Owner will offer each Returning Tenant a right of first refusal to enter into a Tenancy Agreement for a Replacement Rental Unit in accordance with the Tenant Assistance Policy and Rental Use Zoning Policy, and in particular, will offer a

Replacement Rental Unit with at least the same number of bedrooms as the Returning Tenant's Prior Unit and that meet any Accessibility Needs identified by the Returning Tenant on their Tenant Assistance Form provided to the Owner prior to vacating their Prior Unit under the Tenant Assistance Policy, or where possible, accommodate any subsequent Accessibility Needs identified by the Returning Tenant;

- (b) the Owner will notify each Returning Tenant of the anticipated occupancy date for a Replacement Rental Unit at six months and three months prior to the anticipated occupancy date of such Replacement Rental Unit, and provide to each Returning Tenant at 45 days prior to the anticipated occupancy date, a Tenancy Agreement for a Replacement Rental Unit that meets the requirements of the Tenant Assistance Policy for that Returning Tenant and allow the Returning Tenant up until the anticipated occupancy date to sign and return the Tenancy Agreement;
- (c) the Owner will allocate Replacement Rental Units to Returning Tenants in accordance with the terms of this Agreement and the Tenant Assistance Policy, to the satisfaction of the City;
- (d) where one or more Returning Tenants occupied a Prior Unit, all such Returning Tenants will be jointly offered one Replacement Rental Unit and all such Returning Tenants must be listed as co-tenants together unless the benefit has been transferred to certain Returning Tenant(s) only, provided that a written notice of such transfer signed by all Returning Tenants who occupied the Prior Unit is delivered to the Owner;
- (e) in the event one or more Returning Tenants cannot be located using commercially reasonable efforts, such Returning Tenant is deemed to have refused the right of first refusal to a Replacement Rental Unit or as applicable, transferred the right of first refusal to the remaining Returning Tenant(s) of their Prior Unit;
- (f) where pets were permitted in respect of any Prior Units, the Owner will permit the same number and type of pets that were permitted for each such Prior Unit in the Tenancy Agreement for the corresponding Replacement Rental Unit, to the extent permitted by the *Burnaby Animal Control Bylaw 1991*;
- (g) unless otherwise required pursuant to the *Residential Tenancy Act*, the Owner will not permit a Tenancy Agreement for a Replacement Rental Unit to be subleased or assigned and will exercise its termination rights under the Tenancy Agreement accordingly;
- (h) if a Returning Tenant elects not to exercise their right of first refusal in respect of a Replacement Rental Unit by not entering into a Tenancy Agreement in respect of such Replacement Rental Unit prior to occupancy of such Replacement Rental Unit, then the Replacement Rental Unit will become a Required Inclusionary Unit and the Owner will offer such unit to an Eligible Tenant at the Required

Inclusionary Rental Rate for the unit size and type at the time of entering into a Tenancy Agreement with the Eligible Tenant; and

- (i) if the only or last Returning Tenant in a Household moves out of a Replacement Rental Unit, then the Replacement Rental Unit will become a Required Inclusionary Unit, and:
 - (i) if the remaining members of such Household qualify as an Eligible Tenant for a Required Inclusionary Unit, the Owner will offer such unit to such remaining Household members at the Required Inclusionary Rental Rate for the unit size and type at the time of entering into a new Tenancy Agreement with such remaining Household members;
 - (ii) if the remaining members of such Household do not qualify as an Eligible Tenant for a Required Inclusionary Unit, the Owner will exercise its termination rights under the Tenancy Agreement accordingly, subject to the *Residential Tenancy Act*, and offer such unit to an Eligible Tenant at the Required Inclusionary Rental Rate for the unit size and type at the time of entering into a Tenancy Agreement with the Eligible Tenant; or
 - (iii) if there are no remaining members of such Household, the Owner will offer such unit to an Eligible Tenant at the Required Inclusionary Rental Rate for the unit size and type at the time of entering into a Tenancy Agreement with the Eligible Tenant.
- 3.3 The Owner acknowledges and agrees that the Returning Tenant in each Replacement Rental Unit will pay the Replacement Rental Rate for that Returning Tenant until the termination of the Returning Tenant's Tenancy Agreement with respect to the Replacement Rental Unit.

ARTICLE 4 REQUIRED INCLUSIONARY UNITS

- 4.1 It is acknowledged by the Owner that each Required Inclusionary Unit (including a Replacement Rental Unit that subsequently becomes a Required Inclusionary Unit in accordance with section 3.2(h) or section 3.2(i) of this Agreement) is intended to be made available to a Household in need of affordable rental housing that qualifies as an Eligible Tenant for a Required Inclusionary Unit.
- 4.2 At the time of first occupancy of the Required Inclusionary Units, the Owner will, to the extent possible, first offer Required Inclusionary Units to those tenants in good standing who were displaced from the Prior Site by the rezoning application associated with the Prior Site and did not qualify as Returning Tenants for a Replacement Rental Unit but do qualify as Eligible Tenants for Required Inclusionary Units.

- 4.3 The Owner agrees to restrict subletting or assignment of a Required Inclusionary Unit, to the extent permitted by the *Residential Tenancy Act*, except that the Owner may permit an Eligible Tenant to sublet or assign their Required Inclusionary Unit provided the sublessee or assignee qualifies as an Eligible Tenant for a Required Inclusionary Unit.
- 4.4 For greater certainty, if a Required Inclusionary Unit is rented to a Household that qualifies as an Eligible Tenant at the commencement of such tenancy but such Household subsequently ceases to qualify as an Eligible Tenant due to an increase in the gross household income of such Household, then the Owner will not be in breach of any requirement hereunder so long as the Owner complies with section 2.5(d).
- 4.5 The Owner acknowledges and agrees that Required Inclusionary Rental Rates apply in perpetuity to Required Inclusionary Units (including a Replacement Rental Unit that subsequently becomes a Required Inclusionary Unit in accordance with section 3.2(h) or section 3.2(i) of this Agreement). When an Eligible Tenant moves out of a Required Inclusionary Unit, the Owner may adjust the Required Inclusionary Rental Rate for such unit to the applicable rate for the unit size and type as of the date the Owner and new Eligible Tenant enter into a Tenancy Agreement for the Required Inclusionary Unit.

ARTICLE 5

MANAGEMENT OF NON-MARKET UNITS

- 5.1 The Owner covenants and agrees, at its cost and expense, to:
- (a) furnish good and efficient management of the Non-Market Units to the satisfaction of the City;
 - (b) permit representatives of the City to inspect the Non-Market Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*;
 - (c) maintain the Non-Market Units in a good state of repair and fit for habitation and to comply with all laws, including health and safety standards applicable to the Lands to the satisfaction of the City;
 - (d) ensure active management and administration of the Non-Market Units and contract a third party that is, to the satisfaction of the City: (1) experienced in rental property management; and (2) licensed under the *Real Estate Services Act* to provide rental property management services, unless such third party is exempt from the requirement to be licensed under the *Real Estate Services Act* and regulations thereto, and cause such third party to:
 - (i) manage the Non-Market Units in accordance with this Agreement;
 - (ii) maintain the Non-Market Units in a good state of repair and fit for habitation and to comply with all laws, including health and safety standards applicable to the Lands;

- (iii) select tenants for Required Inclusionary Units in accordance with the eligibility criteria for Eligible Tenants for Required Inclusionary Units; and
- (iv) conduct on an annual basis a review of the gross income for a Household occupying a Required Inclusionary Unit to ensure that such Household continues to qualify as an Eligible Tenant for a Required Inclusionary Unit,

provided that if the Owner meets the criteria set out in (1) and (2) above, the Owner may itself undertake the management and administration of the Non-Market Units pursuant to this section 5.1(d);

- (e) to hire a person or company with the skill and expertise to manage the Non-Market Units in accordance with section 5.1(d) to the satisfaction of the City, if so required by the City pursuant to section 5.2;
- (f) communicate to all tenants and prospective tenants the rights and restrictions of the Owner and Eligible Tenants under this Agreement and, to the extent permitted by the *Residential Tenancy Act*, enforce all restrictions and exercise all rights of termination under this Agreement, including under section 2.5(d) of this Agreement, to the satisfaction of the City; and
- (g) advise any prospective tenant of a Non-Market Unit that the Non-Market Units are subject to this Agreement and provide a copy of this Agreement to a tenant or prospective tenant upon request.

- 5.2 Notwithstanding the Owner's right to itself undertake the management and administration of the Non-Market Units pursuant to section 5.1(d), if the Owner is in default of its obligations to manage the Non-Market Units in accordance with section 5.1(d) and does not cure such breach within thirty (30) days after receiving notice thereof from the City (or, if it is not reasonably possible for the Owner to cure such breach within such period, then the Owner fails within such period to commence to diligently cure such breach and thereafter to continually and expeditiously cure such breach as soon as reasonably possible in the circumstances), then the City may, in its absolute discretion, require the Owner to hire a person or company with the skill and expertise to manage the Non-Market Units to the satisfaction of the City

ARTICLE 6 REPORTING

- 6.1 Within 30 days after receiving notice from the City, the Owner will, in respect of each Non-Market Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration, a copy of the Owner's or, if the Owner has contracted a third party pursuant to sections 5.1(d) or 5.1(e), a copy of such third party's

Rental Property Management Licence (if applicable), and documentation of experience managing rental properties together with any other information required by the City.

- 6.2 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

ARTICLE 7 INSURANCE

- 7.1 The Owner will insure, or cause to be insured, the Non-Market Units and all buildings and structures within the Rental Air Space Parcel to the full replacement cost thereof against perils normally insured against by reasonable and prudent owners of similar buildings and lands in Burnaby and those additional policies set out in Appendix B attached hereto.
- 7.2 Upon request, the Owner will provide to the City proof of insurance coverage required by section 7.1 of this Agreement.

ARTICLE 8 DAMAGE OR DESTRUCTION

- 8.1 The Owner covenants and agrees with the City that in the event of partial damage to or partial destruction of all or any of the Non-Market Units, the Owner will as soon as reasonably possible repair or replace such damage or destruction to a standard comparable to the standard of the Non-Market Units being repaired or replaced immediately prior to the event of damage or destruction.
- 8.2 In the event of the complete or substantially complete destruction of the Non-Market Units to the extent of at least 75% of the full replacement cost thereof, as determined by the City's Chief Building Inspector, the Owner will reconstruct or replace the Non-Market Units with new Non-Market Units in a manner comparable to the Non-Market Units being replaced immediately prior to the event of damage or destruction within three years. This Agreement and the Housing Covenant will apply to the replacement Non-Market Units, to the same extent and in the same manner as such agreements apply to the original Non-Market Units, unless and until a new housing agreement and section 219 covenant are entered into between the Owner and the City with respect to the replacement Non-Market Units, at the discretion of the City.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if a Non-Market Unit is used or occupied in breach of this Agreement or the Housing Covenant, or if the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days' written notice from the City to the Owner stating the

particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

- 9.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant also constitutes a default under this Agreement.

ARTICLE 10 DISPUTE RESOLUTION

- 10.1 If a dispute arises between the parties out of or in connection with this Agreement the parties agree that the following dispute resolution process will be used:
- (a) 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;
 - (b) if, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre; and
 - (c) after dispute resolution attempts have been made under sections 10.1(a) and 10.1(b), any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia) if the parties mutually agree to arbitration, and failing such agreement, either party may commence an action in the British Columbia courts to resolve any remaining issues in dispute.

ARTICLE 11 MISCELLANEOUS

11.1 Funding Agreement

The Owner covenants and agrees that should the Owner wish to enter into a Funding Agreement for the Non-Market Units, the Owner will ensure that such Funding Agreement does not conflict with the terms of this Agreement. For greater clarity, any requirements contained in a Funding Agreement that exceed the requirements contained in this Agreement will not be considered a conflict.

11.2 **Sale, Transfer or Disposition**

The Owner agrees that it will not sell, transfer or otherwise dispose of the whole or any part of the Rental Air Space Parcel to any person, trust, corporation, partnership or other entity (in this section 11.2, a “**Purchaser**”) unless the Owner requires the Purchaser, as a condition precedent to the transfer, to enter into an assumption agreement with the Owner and the City, in form and content satisfactory to the City, pursuant to which agreement the Purchaser, beginning at the effective date of such transfer (in this section 11.2, the “**Effective Date**”), will unconditionally assume all of the Owner’s covenants and obligations hereunder and upon delivery of a fully executed copy of such assumption agreement to the City, the Owner shall be released from any of its covenants and obligations hereunder which arise on or after the Effective Date (but, for greater certainty, the Owner will remain liable for breaches or non-observance or non-performance of the Owner’s covenants and obligations contained herein occurring or arising prior to the Effective Date).

11.3 **Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) the City may file notice of this Agreement in the LTO against the title to the Lands; and
- (c) this Agreement and, if applicable, any amendments thereto are binding on all persons who acquire an interest in the Lands.

11.4 **No Compensation**

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

11.5 **Modification**

This Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

11.6 **Indemnity**

The Owner will indemnify and save harmless the City and each of its elected officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates

from and against all claims, demands, actions, loss, damage, costs (including legal fees on a solicitor-client basis) and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, employees, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) any requirements or obligations hereunder with respect to the construction, maintenance, repair, ownership, lease, license, operation, or management of the Rental Air Space Parcel or any Non-Market Unit, or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

11.7 **Release**

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for:

- (a) any requirements or obligations hereunder with respect to the construction, maintenance, repair, ownership, lease, license, operation or management of the Rental Air Space Parcel or any Non-Market Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

11.8 **Survival**

The obligations of the Owner set out in this Agreement will survive the termination or discharge of this Agreement.

11.9 **Priority**

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

11.10 **City's Powers Unaffected**

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

11.11 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Eligible Tenant, or any future owner, lessee, occupier or user of the Lands or the Rental Air Space Parcel or any portion thereof, including any Non-Market Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

11.12 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

11.13 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

To: City of Burnaby
4949 Canada Way
Burnaby, BC V5G 1M2

Attention: Director, Legislative Services, with copies to City Solicitor and General Manager Planning and Development

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

11.14 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.15 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

11.16 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay by the City in exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

11.17 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Non-Market Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement will, to the extent necessary to resolve such conflict, prevail.

11.18 Further Assurance

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

11.19 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and all of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

11.20 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

11.21 No Joint Venture

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

11.22 Applicable Law and Jurisdiction

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. The parties agree to attorn to the exclusive jurisdiction of the courts of British Columbia.

11.23 Deed and Contract

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

11.24 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

1123523 B.C. LTD.,

by its authorized signatory(ies):

Per: _____

Name:

Title:

Per: _____

Name:

Title:

CITY OF BURNABY,

by its authorized signatory:

Per: _____

Name:

Title:

APPENDIX A
STATUTORY DECLARATION

| | | |
|--|------------------|--|
| CANADA PROVINCE OF BRITISH COLUMBIA |)))) | IN THE MATTER OF A HOUSING AGREEMENT WITH CITY OF BURNABY ("Housing Agreement") |
|--|------------------|--|

TO WIT:

I, _____ of _____ (the "**Owner**"), British Columbia, do solemnly declare that in my capacity as a director or officer of the Owner:

1. I am an authorized signatory of the Owner of the Non-Market Units (as defined in the Housing Agreement) at _____, and make this declaration to the best of my personal knowledge.

2. This declaration is made pursuant to the Housing Agreement in respect of the Non-Market Units.

3. For the period from _____ to _____, the Non-Market Units were occupied only by Eligible Tenants (as defined in the Housing Agreement) whose addresses and gross cumulative income appear below:

[Addresses and incomes of Eligible Tenants occupying Required Inclusionary Units]

4. The unit size, occupancy status and rents charged each month for the Non-Market Units are as follows:

[Type of Non-Market Unit, Unit Size, Occupancy Status, Tenancy Start Date and Rents for each Non-Market Unit]

5. The number of Required Inclusionary Units that were rented to existing Burnaby residents were: _____

6. The number of Required Inclusionary Units offered to tenants who were displaced by the rezoning application associated with the Prior Site and the Housing Agreement but who are not eligible as Returning Tenants were: _____

7. The number of Required Inclusionary Units occupied by tenants who were displaced by the rezoning application associated with the Prior Site and the Housing Agreement but who are not eligible as Returning Tenants were: _____

8. Unless the Owner, or the third party contracted to manage the Non-Market Units, is exempt from the requirement to be licensed under the *Real Estate Services Act*, attached as Exhibit "A" is a true copy of the current and valid Rental Property Management licence issued by the BC Financial Services Authority for the Owner, or the party contracted to manage the Non-Market Units, together with a summary of their experience managing rental properties.
9. The Owner is in compliance with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against title to the land on which the Non-Market Units are situated.
10. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____)
 _____, in the Province of British)
 Columbia, this _____ day of)
 _____, 20____.)
 _____)
 _____)
 _____)
 A Commissioner for Taking Affidavits in the)
 Province of British Columbia)

 DECLARANT

Exhibit “A” to Appendix A**A. Licence**

[Unless the Owner or third party contracted to manage the Non-Market Units is exempt from the requirement to be licensed under the *Real Estate Services Act*, attach Rental Property Management licence]

B. List of rental property management experience

[List relevant rental property management experience for the Owner or third party contracted to manage the Non-Market Units, as applicable]

APPENDIX B

INSURANCE

1. The Owner, at its own cost, maintain throughout the term of the Housing Agreement, all of the following insurance:
 - (a) “all risks” (including flood and earthquake) property insurance on all insurable property and broad form boiler and machinery insurance in respect of the Rental Air Space Parcel (the “**Property**”), and all objects owned, leased, or for which the Owner is legally responsible, or operated by the Owner or by others on behalf of the Owner in the Property or relating to or serving the Property, with reasonable deductibles, and which insurance will cover all property owned or leased by the Owner or for which the Owner is legally liable located on or about the Property, including but not limited to, all buildings, structures, contents, and the Owner’s improvements, in an amount not less than the full appraised replacement cost thereof and including a by-law endorsement; and
 - (b) commercial general liability insurance written on an occurrence form with inclusive limits of not less than Five Million Dollars (\$5,000,000) per occurrence, which insurance will provide indemnity against claims arising out of bodily injury and/or death to persons and against loss or damage to or destruction of the property of others, including the property of the City of Burnaby (the “**City**”), and for the loss of use thereof, and will also:
 - (i) include all operations of the Owner, owners’ protective, products, completed operations, intentional acts to protect persons or property, personal injury, employers and blanket contractual liability coverage, provisions for cross liability, severability of interests and occurrence property damage, and
 - (ii) name the City as an additional insured.
2. The Owner will deliver to the City certificates evidencing the required insurance signed by the Owner’s insurers or, if required by the City, certified copies of the insurance policies.
3. The Owner will cause each policy of insurance to:
 - (c) be primary, non-contributing with, and not in excess of any other insurance available to the City;
 - (d) contain an endorsement prohibiting cancellation or adverse material change in coverage without thirty (30) days’ prior written notice to the City by registered mail;

- (e) contain a waiver, where the City is insured, in respect of the respective interests of the City of any provision in any such insurance policies with respect to any breach or violation of any warranties, representations, declarations or conditions in such policies;
- (f) contain a waiver or waivers of subrogation by the insurer in favour of the City; and
- (g) be in a form and with such insurers reasonably satisfactory to the City.

PRIORITY AGREEMENT

With respect to a Housing Agreement (the “**Housing Agreement**”) made pursuant to Section 483 of the *Local Government Act* between the City of Burnaby and 1123523 B.C. Ltd. (the “**Owner**”) with respect to the lands and premises legally known and described as:

Parcel Identifier: 031-731-651

Lot 1 District Lot 153 Group 1 NWD Plan EPP120310

(the “**Lands**”)

Bank of Montreal (the “**Chargeholder**”) is the holder of certain Mortgages and Assignment of Rents encumbering the Lands which Mortgages and Assignment of Rents were registered in the Lower Mainland LTO under numbers CA7837753 and CB233897, and CA7837754 and CB233898, respectively, (collectively, the “**Bank Charges**”).

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement will bind the Bank Charges in the Lands and will rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

BANK OF MONTREAL

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

CITY OF BURNABY**BYLAW NO. 14635**

A BYLAW to authorize the execution of a Housing Agreement
for the non-market rental housing development at
7415 Sussex Avenue

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY HOUSING AGREEMENT (7415 Sussex Avenue) BYLAW 2024**.

2. The City is hereby authorized to enter into a housing agreement with L'Arche Foundation of Greater Vancouver, substantially in the form set out in Schedule "A" (the "**Housing Agreement**"), for the non-market rental housing development on lands legally described as:

PID: 017-146-313

Lot A District Lot 149 Group 1 New Westminster District Plan 85664

3. The Corporate Officer is hereby authorized and empowered to execute the Housing Agreement on behalf of the City.

FIRST READING this 26th day of February, 2024

SECOND READING this 26th day of February, 2024

THIRD READING this 26th day of February, 2024

RECONSIDERED AND ADOPTED day of , 2024

MAYOR

CORPORATE OFFICER

Schedule "A"

HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference _____, 2023,

BETWEEN:

L'ARCHE FOUNDATION OF GREATER VANCOUVER

Incorporation No. 11389S

7415 Sussex Avenue

Burnaby, BC V5J 3V6

(the "**Owner**")

AND:

CITY OF BURNABY

4949 Canada Way

Burnaby, B.C. V5G 1M2

(the "**City**")

WHEREAS:

- A. Section 483 of the Local Government Act permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the registered owner of the Lands (as hereinafter defined) at the time of execution of this Agreement and has constructed or will construct the Development on the Lands;
- C. The Owner is a successful proponent for funding from BC Housing's Building BC: Community Housing Fund to operate the Non-Market Units (as hereinafter defined) at a prescribed mix of rent levels aimed at different income households, and in connection therewith, it is anticipated that the Owner will enter into an Operating Agreement; and
- D. The Owner, and the City wish to enter into this Agreement (as hereinafter defined) to provide the Non-Market Units as affordable housing on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of ten dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

- (a) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **“BC Housing”** means the British Columbia Housing Management Commission or its successor in function;
- (c) **“CD Plan”** means the comprehensive development plan for the Lands entitled “L’Arche Community Development” prepared by GBL Architects Inc. and ETA Landscape Architects and filed with the City’s General Manager Planning and Development;
- (d) **“City”** means the City of Burnaby;
- (e) **“Daily Amount”** means \$100.00 per day as of January 1, 2018, and adjusted annually on January 1st of each subsequent year by a percentage equal to the percentage of the increase in the Vancouver Headline CPI for the period from January 1 to December 31 of the preceding calendar year;
- (f) **“Deep Subsidy Income Limit”** means:
 - (i) for Units with less than two (2) bedrooms, a gross household income that does not exceed the maximum Old Age Security (OAS) plus Guaranteed Income Supplement (GIS) amount, as determined by BC Housing from time to time based on data provided by Statistics Canada (for 2022, this figure is \$ 21,946); and
 - (ii) for Units with two (2) or more bedrooms, a gross household income that does not exceed the maximum income threshold based on the income that would be required to pay 30% of income equal to the maximum shelter rate for a 3 person household, as determined by BC Housing from time to time (for 2022, this figure is \$26,600),

and if such gross annual income limit is no longer published by BC Housing, then “Deep Subsidy Income Limit” means the last such gross annual income limit published by BC Housing adjusted annually, on January 1st of each subsequent year, by a percentage equal to the percentage of the increase in the Vancouver Headline CPI for the period January 1 to December 31 of the preceding calendar year or years;
- (g) **“Deep Subsidy Unit”** means a Non-Market Unit occupied by an Eligible Tenant (Deep Subsidy);
- (h) **“Development”** means the development of a new multi-age care facility containing 22 bedrooms for individuals thirteen (13) years and older with development disabilities, 10 units for semi-independent individuals, and 29 non-market rental

housing units constructed or to be constructed on the Lands in accordance with the CD Plan;

- (i) **“Eligible Tenant”** means collectively, Eligible Tenant(s) (Deep Subsidy), Eligible Tenant(s) (RGI) and Eligible Tenant(s) (Market), or each of them as the context requires, but excluding the Owner, any directors or officers of the Owner, as applicable, and their respective direct family members;
- (j) **“Eligible Tenant(s) (Deep Subsidy)”** means a Household with a gross annual household income that does not exceed the Deep Subsidy Income Limit (or such other income threshold approved by the City at its discretion);
- (k) **“Eligible Tenant(s) (Market)”** means a Household with a gross annual household income that does not exceed the Moderate Income Limit for the applicable unit type (or such other income threshold approved by the City at its discretion);
- (l) **“Eligible Tenant(s) (RGI)”** means a Household with a gross annual household income that does not exceed the Housing Income Limit (HILs) for the applicable unit type (or such other income threshold approved by the City at its discretion);
- (m) **“Household”** has the meaning ascribed to the term “family” in the Zoning Bylaw, and in the event such term is no longer defined in the Zoning Bylaw, the last effective definition of the term “family” will be in effect;
- (n) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands, registered under number CB _____, as it may be amended or replaced from time to time;
- (o) **“Housing Income Limit (HILs)”** means the gross annual income limit for the HILs Lower Mainland planning area associated with the City of Burnaby, and published by BC Housing from time to time, and if such gross annual income limit is no longer published by BC Housing, then **“Housing Income Limit (HILs)”** means the last such gross annual income limit published by BC Housing adjusted annually, on January 1st of each subsequent year, by a percentage equal to the percentage of the increase in the Vancouver Headline CPI for the period January 1 to December 31 of the preceding calendar year;
- (p) **“Income Assistance”** means social assistance, social security or another form of payment that the provincial or federal government provides to people in need who do not have any other resources;
- (q) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238 together with all amendments thereto and replacements thereof;
- (r) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250 together with all amendments thereto and replacements thereof;

- (s) **“Lands”** means the following lands and premises situate in the City of Burnaby and any part thereof, including a building or a portion of a building, into which said lands are Subdivided:

Parcel Identifier: 017-146-313;
Lot A District Lot 149 Group 1 New Westminster District Plan 85664

- (t) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (u) **“LTO”** means the New Westminster Land Title Office or its successor;
- (v) **“Market Unit”** means a Non-Market Unit occupied by an Eligible Tenant (Market);
- (w) **“Moderate Income Limit”** means:
- (i) for Market Units with less than two (2) bedrooms, a gross household income that does not exceed the median income for families without children in British Columbia, as determined by BC Housing from time to time. For 2023, this figure is \$82,310; and
 - (ii) for Market Units with two (2) or more bedrooms, a gross household income that does not exceed the median income for families with children in British Columbia, as determined by BC Housing from time to time. For 2023, this figure is \$128,810,

and if such gross annual income limit is no longer published by BC Housing, then **“Moderate Income Limit”** means the last such gross annual income limit published by BC Housing adjusted annually, on January 1st of each subsequent year, by a percentage equal to the percentage of the increase in the Vancouver Headline CPI for the period January 1 to December 31 of the preceding calendar year;

- (x) **“Non-Market Units”** means the 22 single bedrooms and 39 residential units including 10 semi-independent living units within the Development and located within the Development that are rented or offered for rent at the Permitted Rent, and **“Non-Market Unit”** means any such single bedroom or residential unit;
- (y) **“Operating Agreement”** means an agreement between BC Housing and the Owner with respect to the management of the Non-Market Units, as the same may be amended, amended and restated, supplemented or modified from time to time with the prior written consent of the City, such consent will not be unreasonably withheld;
- (z) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or any part thereof;
- (aa) **“Permitted Rent”** means an amount to be paid by the Eligible Tenant as follows:

- (A) in respect of a Deep Subsidy Unit, an amount that does not exceed the shelter allowance for the applicable household size and composition;
 - (B) in respect of a RGI Unit, an amount calculated based on the Rent Scale and which does not exceed 70% of HILs; and
 - (C) in respect of a Market Unit, an amount no greater than the CMHC Market Average Rent for the unit size and type (meaning, for greater certainty, number of bedrooms) of the Market Unit;
- (bb) **"Persons with Disabilities"** means a single person in receipt of a recognized disability pension, or a couple where at least one (1) person is in receipt of a recognized disability pension or are considered disabled for income tax purposes;
 - (cc) **"Public Utility"** means any utility or service provider that is regulated by the British Columbia Utilities Commission, or its successor in function;
 - (dd) **"Rent Scale"** means the rent scale attached as Schedule F to the Operating Agreement, which sets out the percentage rent (currently 30% of income) and calculations of rent for RGI Units, and as such schedule may be amended from time to time by BC Housing;
 - (t) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78 together with all amendments thereto and replacements thereof;
 - (u) **"RGI Unit"** means a Non-Market Unit occupied by an Eligible Tenant (RGI);
 - (v) **"Semi-Independent Units"** means a Non-Market Unit that is designed to be occupied by a semi-independent person;
 - (w) **"Single Bedrooms"** refers to a highly accessible bedroom suite;
 - (x) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Non-Market Unit on a month-to-month basis or for a fixed term not exceeding twelve (12) months;
 - (y) **"Term"** means the period commencing on the date of adoption of Housing Agreement (7415 Sussex Avenue) Bylaw 2023 (Bylaw No. _____) and expiring sixty (60) years from the date of issuance of the final occupancy certificate for the Development;
 - (z) **"Vancouver Headline CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function; and
 - (aa) **"Zoning Bylaw"** means the *Burnaby Zoning Bylaw, 1965*, and amendments thereto and re-enactments thereof.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

**ARTICLE 2
USE AND OCCUPANCY OF NON-MARKET UNITS**

2.1 The Owner will construct and maintain on the Lands, during the Term, Non-Market Units in the following mix of unit sizes:

- (a) 22 Single Bedrooms
- (b) 14 studios;
- (c) 16 one-bedroom units
- (d) 6 two-bedroom units; and
- (e) 3 three-bedroom units.

- 2.2 The Owner will not change the mix of size and type of Non-Market Units set out in section 2.1 without the prior written consent of the City, which the City will not unreasonably withhold.
- 2.3 The Owner will ensure that throughout the Term the Permitted Rents for the Non-Market Units will be no greater than those set out in the Operating Agreement and the unit mix for Permitted Rents shall be generally as follows:
- (a) 22 of the Non-Market Units which are Single Bedrooms are Deep Subsidy Units;
 - (b) 24 of the Non-Market Units are RGI Units; and
 - (c) 15 of the Non-Market Units are Market Units.
- 2.4 The Owner will rent the Non-Market Units for the Permitted Rent to an Eligible Tenant.
- 2.5 The Owner agrees that, during the Term, each Tenancy Agreement will include a covenant requiring, that the applicable Non-Market Unit will only be used and occupied as the permanent residence of the applicable Eligible Tenant in accordance with this Agreement, the Operating Agreement (if applicable), and any permits issued by the City with respect to the Development and the CD Plan. For the purposes of this Article 2, "permanent residence" means that the Non-Market Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.6 The Owner will at all times strictly comply with its obligations under the Operating Agreement, including without limitation, resident selection and management, and will not amend or terminate the Operating Agreement or amend the Permitted Rent unit mix or tenant mix set out in this Agreement without the prior written approval of the City. The Owner will at all times ensure that the City has a current copy of the fully executed Operating Agreement as same may be amended from time to time with the prior written consent from the City. In the event and notwithstanding the expiry or termination of the Operating Agreement for any reason during the Term, for the purposes of this Agreement, the terms of the then current version of the Operating Agreement will continue to govern with respect to the operation and management of the Non-Market Units as if same remains unexpired.
- 2.7 The Owner will not rent, lease, license or otherwise permit occupancy of any Non-Market Unit except in accordance with the following conditions:
- (a) the Non-Market Units will only be used or occupied as a permanent residence by an Eligible Tenant pursuant to a Tenancy Agreement and not be made available for short term rental;
 - (b) the monthly rent payable for Non-Market Units will not exceed the Permitted Rent for a Deep Subsidy Unit, RGI Unit, or Market Unit, as applicable;
 - (c) the Owner will not require the Eligible Tenant or any permitted occupant to pay any extra charges or fees for use of any common areas, facilities or amenities, including without limitation bicycle storage, sanitary sewer, storm sewer, water, or other utilities, property or similar taxes; provided, however, that an Owner may

charge the Eligible Tenant fees for parking, heat treatment room, laundry, cable television, telephone, other telecommunications, gas, or electricity in accordance with the operating budget approved by BC Housing;

- (d) the Owner will not require the Eligible Tenant or any permitted occupant to pay any move in or move out fees or charges;
- (e) the Owner will include in each Tenancy Agreement, to the extent permitted by the *Residential Tenancy Act*, a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) the Non-Market Unit is occupied by a person or persons other than an Eligible Tenant in the Eligible Tenant's absence;
 - (ii) the Non-Market Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; or

the Eligible Tenant subleases the Non-Market Unit or assigns the Tenancy Agreement in whole or in part and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Eligible Tenant a notice of termination, which notice of termination shall provide that the termination of the tenancy shall be effective two (2) months following the date of the notice of termination or as required by the *Residential Tenancy Act*, or such longer period as the Owner considers to be fair and reasonable given the circumstances of the termination;

- (f) the Tenancy Agreement will identify all permanent occupants of the Non-Market Unit and will stipulate that any individual over the age of 18 not identified in the Tenancy Agreement will be prohibited from residing at the Non-Market Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement for a Non-Market Unit to the City as soon as practicable upon demand by the City.

2.8 Where the Owner has terminated the Tenancy Agreement, the Owner will use reasonable commercial efforts to cause the Eligible Tenant and all other persons that may be in occupation of the Non-Market Unit to vacate the Non-Market Unit on or before the effective date of termination.

1.1 The Owner will not permit a Tenancy Agreement for a Non-Market Unit to be subleased or assigned.

2.9 The Owner will comply with all laws, regulations, bylaws and orders in respect to the construction, maintenance, repair, operation and use of the Development and Non-Market Units. It is acknowledged by the Owner that each Non-Market Unit is intended to be made available to a Household in need of affordable rental housing that qualifies as an Eligible Tenant.

ARTICLE 3 MANAGEMENT OF NON-MARKET UNITS

3.1 The Owner covenants and agrees, at its cost and expense, to:

- (a) furnish good and efficient management of the Non-Market Units in accordance with the Operating Agreement;
- (b) maintain the Non-Market Units in a good state of repair and fit for habitation and to comply with all laws, including health and safety standards applicable to the Lands and in accordance with the Operating Agreement and will permit representatives of the City to inspect the Non-Market Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*;
- (c) ensure active management and administration of the Non-Market Units and:
 - (i) manage the Non-Market Units in accordance with this Agreement and the Operating Agreement (if applicable);
 - (ii) maintain the Non-Market Units in a good state of repair and fit for habitation and to comply with all laws, including health and safety standards, applicable to the Lands;
 - (iii) select tenants for:
 - (A) the Deep Subsidy Units in accordance with the eligibility criteria for Eligible Tenants (Deep Subsidy) Units;
 - (B) the RGI Units in accordance with the eligibility criteria for Eligible Tenants (RGI); and
 - (C) the Market Units in accordance with the eligibility criteria for Eligible Tenants (Market),

provided that if the Owner meets the criteria set out in ((i)) and ((ii)) above, the Owner may itself undertake the management and administration of the Non-Market Units pursuant to this section 3.1(c);

- (d) communicate to all tenants and prospective tenants the rights and restrictions of the Owner and Eligible Tenants under this Agreement and, to the extent permitted by the *Residential Tenancy Act*, enforce all restrictions and exercise all rights of

termination under this Agreement, including under section 2.7(e) of this Agreement, to the satisfaction of the City; and

- (e) advise any prospective tenant of a Non-Market Unit that the Non-Market Units are subject to this Agreement and provide a copy of this Agreement to a tenant or prospective tenant upon request.

ARTICLE 4 REPORTING

- 4.1 On an annual basis, the Owner will deliver to the City copies of its annual operating budget and annual financial review required to be delivered to BC Housing in accordance with the Operating Agreement. In the event and notwithstanding the expiry or termination of the Operating Agreement for any reason during the Term, all reporting required to be provided to BC Housing pursuant to the Operating Agreement will be directly to the City in lieu.
- 4.2 Within 30 days after receiving notice from the City, the Owner will, in respect of each Non-Market Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration, together with any other information required by the City in its discretion. The City may request such statutory declaration in respect to each Non-Market Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to a Non-Market Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 4.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

ARTICLE 5 INSURANCE

- 5.1 The Owner will insure, or cause to be insured, the Non-Market Units and all building and structures on the Lands to the full replacement cost against perils normally insured against by reasonable and prudent owners of similar buildings and lands in Burnaby and those additional policies set out in Appendix B attached hereto, as such requirements may be amended by the City's Risk Manager from time to time.
- 5.2 Upon request, the Owner will provide to the City proof of insurance coverage required by Section 5.1 of this Agreement.

ARTICLE 6 DAMAGE OR DESTRUCTION

- 6.1 The Owner covenants and agrees with the City that in the event of partial damage to or partial destruction of all or any of the Non-Market Units, the Owner will as soon as reasonably possible repair or replace such damage or destruction to a standard

comparable to the standard of the Non-Market Units being repaired or replaced immediately prior to the event of damage or destruction.

- 6.2 In the event of the complete or substantially complete destruction of the Non-Market Units to the extent of at least 25% of the full replacement cost thereof, as determined by the City's Chief Building Inspector, the Owner will reconstruct or replace the Non-Market Units with new Non-Market Units in a manner comparable to the Non-Market Units being replaced immediately prior to the event of damage or destruction within two years. This Agreement and the Housing Covenant will apply to the replacement Non-Market Units, to the same extent and in the same manner as such agreements apply to the original Non-Market Units, unless and until a new housing agreement and section 219 covenant are entered into between the Owner and the City with respect to the replacement Non-Market Units, at the discretion of the City.
- 6.3 Notwithstanding Sections 6.1 and 6.2 of this Agreement, the City and the Owner acknowledge and agree that if at the time of such damage or destruction, BC Housing, CMHC or an Approved Lender (as that term is defined under the National Housing Act (Canada)) as successor holds a mortgage charging the Lands and/or the Non-Market Units, then any insurance proceeds received may, at the option of such mortgagee, be applied to repair the Non-Market Units or rebuild replacement Non-Market Units on the Lands, be paid to the Owner (as the mortgagor) or be applied or paid partly in one way and partly in another, or be applied, in the sole discretion of the mortgagee, in whole or in part towards all indebtedness under such mortgage, whether due or not then due.

ARTICLE 7 DEFAULT AND REMEDIES

- 7.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if a Non-Market Unit is used or occupied in breach of this Agreement or the Housing Covenant or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days' written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 7.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant also constitutes a default under this Agreement.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1 If a dispute arises between the parties out of or in connection with this Agreement the parties agree that the following dispute resolution process will be used:
- (a) 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;
 - (b) if, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre; and
 - (c) after dispute resolution attempts have been made under sections 8.1(a) and 8.1(b), any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia) if the parties mutually agree to arbitration, and failing such agreement, either party may commence an action in the British Columbia courts to resolve any remaining issues in dispute.

ARTICLE 9 MISCELLANEOUS

9.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) the City may file notice of this Agreement in the LTO against the title to the Lands; and
- (c) this Agreement and, if applicable, any amendments thereto are binding on all persons who acquire an interest in the Lands.

9.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

9.3 **Modification**

This Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

9.4 **Indemnity**

The Owner will indemnify and save harmless the City and each of its elected officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates from and against all claims, demands, actions, loss, damage, costs (including legal fees on a solicitor-client basis) and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, employees, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) any requirements or obligations hereunder with respect to the construction, maintenance, repair, ownership, lease, license, operation, management or financing of any Non-Market Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

9.5 **Release**

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for:

- (a) any requirements or obligations hereunder with respect to the construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Non-Market Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

9.6 **Survival**

The obligations of the Owner set out in this Agreement will survive the termination or discharge of this Agreement.

9.7 **Priority**

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in

advance in writing by the City Solicitor or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

9.8 **City's Powers Unaffected**

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

9.9 **Agreement for Benefit of City Only**

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Eligible Tenant, or any future owner, lessee, occupier or user of the Lands or the Development or any portion thereof, including any Non-Market Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

9.10 **No Public Law Duty**

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

9.11 **Notice**

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

To: City of Burnaby
4949 Canada Way
Burnaby, BC V5G 1M2

Attention: Director, Legislative Services, with copies to City Solicitor and General
Manager Planning and Development

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

9.12 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.13 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

9.14 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay by the City in exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

9.15 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Non-Market Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement will, to the extent necessary to resolve such conflict, prevail.

9.16 Further Assurance

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

9.17 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and all of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators,

successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

9.18 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

9.19 No Joint Venture

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

9.20 Applicable Law and Jurisdiction

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. The parties agree to attorn to the exclusive jurisdiction of the courts of British Columbia.

9.21 Deed and Contract

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

9.22 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

L'ARCHE FOUNDATION OF GREATER VANCOUVER,
by its authorized signatory(ies):

Per: _____
Name:
Title:

Per: _____
Name:
Title:

CITY OF BURNABY,
by its authorized signatory:

Per: _____
Name:
Title:

APPENDIX A
STATUTORY DECLARATION

| | | |
|--|------------------|--|
| CANADA PROVINCE OF BRITISH COLUMBIA |)))) | IN THE MATTER OF A HOUSING AGREEMENT WITH CITY OF BURNABY ("Housing Agreement") |
|--|------------------|--|

TO WIT:

I, _____ of _____ (the "**Owner**"), British Columbia, do solemnly declare that in my capacity as a director or officer of the Owner:

1. I am an authorized signatory of the Owner of the Non-Market Units (as defined in the Housing Agreement) at _____, and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Non-Market Units.
3. For the period from _____ to _____, an Operating Agreement [was/was not] in effect.
4. For the period from _____ to _____, the Non-Market Units were occupied only by Eligible Tenants (as defined in the Housing Agreement) whose addresses and gross cumulative income appear below:

[Addresses and incomes of Eligible Tenants]

5. The unit size, occupancy status and rents charged each month for the Non-Market Units are as follows:

[Unit Size, Occupancy Status, Tenancy Start Date and Rents for each Non-Market Unit]

6. The Owner is in compliance with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against title to the land on which the Non-Market Units are situated.

7. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____,
 _____, in the Province of British
 Columbia, this _____ day of
 _____, 20____.

 A Commissioner for Taking Affidavits in the
 Province of British Columbia

)
)
)
)
)
)
)
)
)
)

 — DECLARANT

APPENDIX B**INSURANCE**

1. The Owner, at its own cost, maintain throughout the term of the Housing Agreement, all of the following insurance:
 - (a) “all risks” (including flood and earthquake) property insurance on all insurable property and broad form boiler and machinery insurance in respect of the Development (the “**Property**”), and all objects owned, leased, or for which the Owner is legally responsible, or operated by the Owner or by others on behalf of the Owner in the Property or relating to or serving the Property, with reasonable deductibles, and which insurance will cover all property owned or leased by the Owner or for which the Owner is legally liable located on or about the Property, including but not limited to, all buildings, structures, contents, and the Owner’s improvements, in an amount not less than the full appraised replacement cost thereof and including a by-law endorsement; and
 - (b) commercial general liability insurance written on an occurrence form with inclusive limits of not less than Five Million Dollars (\$5,000,000) per occurrence, which insurance will provide indemnity against claims arising out of bodily injury and/or death to persons and against loss or damage to or destruction of the property of others, including the property of the City of Burnaby (the “**City**”), and for the loss of use thereof, and will also:
 - (i) include all operations of the Owner, owners’ protective, products, completed operations, intentional acts to protect persons or property, personal injury, employers and blanket contractual liability coverage, provisions for cross liability, severability of interests and occurrence property damage, and
 - (ii) name the City as an additional insured.
2. The Owner will deliver to the City certificates evidencing the required insurance signed by the Owner’s insurers or, if required by the City certified copies of the insurance policies.
3. The Owner will cause each policy of insurance to:
 - (c) be primary, non-contributing with, and not in excess of any other insurance available to the City;
 - (d) contain an endorsement prohibiting cancellation or adverse material change in coverage without thirty (30) days’ prior written notice to the City by registered mail;
 - (e) contain a waiver, where the City is insured, in respect of the respective interests of the City of any provision in any such insurance policies with respect to any breach or violation of any warranties, representations, declarations or conditions in such policies;

- (f) contain a waiver or waivers of subrogation by the insurer in favour of the City; and
- (g) be in a form and with such insurers reasonably satisfactory to the City.

PRIORITY AGREEMENT

With respect to a Housing Agreement (the “**Housing Agreement**”) made pursuant to Section 483 of the *Local Government Act* between the City of Burnaby and L’Arche Foundation of Greater Vancouver (the “**Owner**”) with respect to the lands and premises legally known and described as:

Parcel Identifier: 017-146-313
 Lot A, DL 149, Gp 1, NWD, Plan 85664

(the “**Lands**”)

L’Arche Greater Vancouver Housing Society, Inc. No. S0072371 (the “**Chargeholder**”) is the holder of a Lease encumbering the Lands which Lease is registered in the Lower Mainland LTO under number CA9103297 (the “**Lease**”).

The Chargeholder, being the holder of the Lease, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement will bind its interest in and to the Lands and will rank in priority upon the Lands over the Lease as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Lease. The grant of priority is irrevocable, unqualified and without reservation or limitation.

L’ARCHE GREATER VANCOUVER HOUSING SOCIETY

by its authorized signatory(ies):

Per: _____
 Name:

Per: _____
 Name:

PRIORITY AGREEMENT

With respect to a Housing Agreement (the “**Housing Agreement**”) made pursuant to Section 483 of the *Local Government Act* between the City of Burnaby and L’Arche Foundation of Greater Vancouver (the “**Owner**”) with respect to the lands and premises legally known and described as:

Parcel Identifier: 017-146-313
Lot A, DL 149, Gp 1, NWD, Plan 85664

(the “**Lands**”)

Provincial Rental Housing Corporation, Inc. No. BC0052129 (the “**Chargeholder**”) is the holder of an Option to Purchase encumbering the Lands which Option to Purchase is registered in the Lower Mainland LTO under number CA9886795 (the “**Option to Purchase**”).

The Chargeholder, being the holder of the Option to Purchase, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement will bind its interest in and to the Lands and will rank in priority upon the Lands over the Option to Purchase as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Option to Purchase. The grant of priority is irrevocable, unqualified and without reservation or limitation.

PROVINCIAL RENTAL HOUSING CORPORATION

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

PRIORITY AGREEMENT

With respect to a Housing Agreement (the “**Housing Agreement**”) made pursuant to Section 483 of the *Local Government Act* between the City of Burnaby and L’Arche Foundation of Greater Vancouver (the “**Owner**”) with respect to the lands and premises legally known and described as:

Parcel Identifier: 017-146-313
Lot A, DL 149, Gp 1, NWD, Plan 85664

(the “**Lands**”)

British Columbia Housing Management Commission (the “**Chargeholder**”) is the holder of Mortgages and Assignment of Rents of Lease CA9103297 encumbering the Lands which Mortgages are registered in the Lower Mainland LTO under numbers CA9886796 and CA9887937, and which Assignment of Rents is registered in the Lower Mainland LTO under number CA9886797 (collectively, the “**Financial Charges**”).

The Chargeholder, being the holder of the Financial Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement will bind its interest in and to the Lands and will rank in priority upon the Lands over the Financial Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Financial Charges and prior to the advance of any money pursuant to the Financial Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name: