

**CITY OF BURNABY**

**BYLAW NO. 14638**

A bylaw to establish a Business Improvement Area  
for certain properties on Hastings Street for 2024 to 2033

The Council of the City of Burnaby ENACTS as follows:

**PART 1: CITATION**

- 1.1 This Bylaw may be cited as **BURNABY BUSINESS IMPROVEMENT AREA (HASTINGS) BYLAW 2024**.

**PART 2: DEFINITIONS**

- 2.1 In this Bylaw, unless the context otherwise requires:

- “Association”** means the association of business persons know as The Heights Merchants Association
- “business promotion scheme”** means:
- (a) carrying out studies or making reports respecting the **Hastings BIA**
  - (b) improving, beautifying or maintaining streets, sidewalks or municipally owned land, buildings or other structures in the **Hastings BIA**, subject to the approval of the **City’s** General Manager Engineering
  - (c) removal of graffiti from buildings or other structures in the **Hastings BIA**
  - (d) conserving heritage property in the **Hastings BIA**
  - (e) encouraging business in the **Hastings BIA**
- “bylaw”** means this bylaw, including all schedules attached hereto
- “Chief Financial Officer”** means the financial officer for the **City** under section 149 of the *Community Charter*

- “**City**” means the City of Burnaby
- “**Council**” means the Council of the **City**
- “**Hastings BIA**” means the business improvement area designated in section 3.1 of this **bylaw**
- “**local area service**” means a municipal service authorized pursuant to Part 7, Division 5 – Local Service Taxes of the Community Charter
- “**local service tax**” means the property value tax imposed pursuant to Part 6 of this **bylaw**
- “**term**” means the period set out in section 3.3 of this **bylaw**

### **PART 3: ESTABLISHMENT OF HASTINGS BIA**

- 3.1 Pursuant to section 215 of the *Community Charter*, Council hereby designates the area shown in heavy blackline outline on the plan attached as Schedule “A” to this **bylaw** as the **Hastings BIA**.
- 3.2 The **local area service** established by this **bylaw** is the **business promotion scheme** for the **Hastings BIA**. The **Association** will provide one or more of the services under the **business promotion scheme** in accordance with its annual strategic plan.
- 3.3 The term of the **local area service** for the **Hastings BIA** is for a ten (10) year period, commencing on January 1, 2024 and ending on December 31, 2033.

### **PART 4: HASTINGS BIA GRANTS**

- 4.1 Subject to Part 6 of this **bylaw**, **Council** hereby approves the grant of an amount not exceeding \$4,557,770 to the **Association** over the **term**, payable in accordance with the following:
- (a) Year 1 (2024): \$336,800
  - (b) Year 2 (2025): \$382,800
  - (c) Year 3 (2026): \$401,940
  - (d) Year 4 (2027): \$422,037
  - (e) Year 5 (2028): \$443,139
  - (f) Year 6 (2029): \$465,296
  - (g) Year 7 (2030): \$488,561
  - (h) Year 8 (2031): \$512,989
  - (i) Year 9 (2032): \$538,638

(j) Year 10 (2033): \$565,570

- 4.2 Monies granted to the **Association** under this **bylaw** must be expended only by the **Association** and only for the purposes of the **business promotion scheme** in accordance with the terms of this **bylaw**.
- 4.3 Provided the **Association** is in compliance with this **bylaw**, the **City** shall pay to the **Association**:
- (a) on or before May 31 of each year of the **term**, an advance payment equal to 30% of the annual grant amount under section 4.1 of this **bylaw**; and
  - (b) on or before July 15 of each year of the **term**, the remaining 70% of the annual grant amount under section 4.1 of this **bylaw**.

#### **PART 5: CONDITIONS AND LIMITATIONS**

- 5.1 The **Association** shall submit annually to the **City**, on or before May 1 of each year of the **term**, a budget which contains information sufficient in detail to describe all anticipated expenses and revenues for the purposes of the **business promotion scheme** for the year, in form and content satisfactory to the **Chief Financial Officer**.
- 5.2 The **Association** shall account for the money granted and received under this **bylaw** by submitting to the **City**, on or before May 1 of each year of the **term** and by May 1, 2034 for the final year of the **term**, an annual audited financial statement for the prior year, in form and content satisfactory to the **Chief Financial Officer**.
- 5.3 The **Association** shall permit the **City** to inspect, during normal business hours on reasonable notice, all books of accounts, receipts, invoices, and other financial records which the **City** deems necessary or advisable for the purpose of verifying compliance with this **bylaw**.
- 5.4 The **Association** shall obtain and maintain, throughout the **term**, the policies of insurance set out in Schedule "B" of this **bylaw** and deliver proof of such insurance coverage to the **City** on or before July 15 of each year of the **term**.

#### **PART 6: LOCAL SERVICE TAX**

- 6.1 All monies granted to the **Association** under this **bylaw** shall be recovered in that year as a **local service tax** within the **Hastings BIA** in accordance with section 6.2 of this **bylaw**.
- 6.2 The owner of properties located within the **Hastings BIA** shall pay a **local service tax** for all money granted to the **Association** under this **bylaw** on the basis of the assessed value of land and improvements classified as Class 5 [light industry] or Class 6 [business

and other] under the Prescribed Classes of Property Regulation, B.C. Reg. 438/81, as amended from time to time.

- 6.3 The **local service tax** for each applicable property in the **Hastings BIA** will be calculated on the basis of that property's assessed value in relation to the assessed value of all applicable properties in the **Hastings BIA** multiplied by the rate necessary to raise the annual grant amounts set out in section 4.1 of this **bylaw**.

#### **PART 7: SEVERABILITY**

- 7.1 If a portion of this **bylaw** is held invalid by a Court of competent jurisdiction, the invalid portion must be severed and the remainder of this **bylaw** is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Read a first time this 26<sup>th</sup> day of February, 2024

Read a second time this 26<sup>th</sup> day of February, 2024

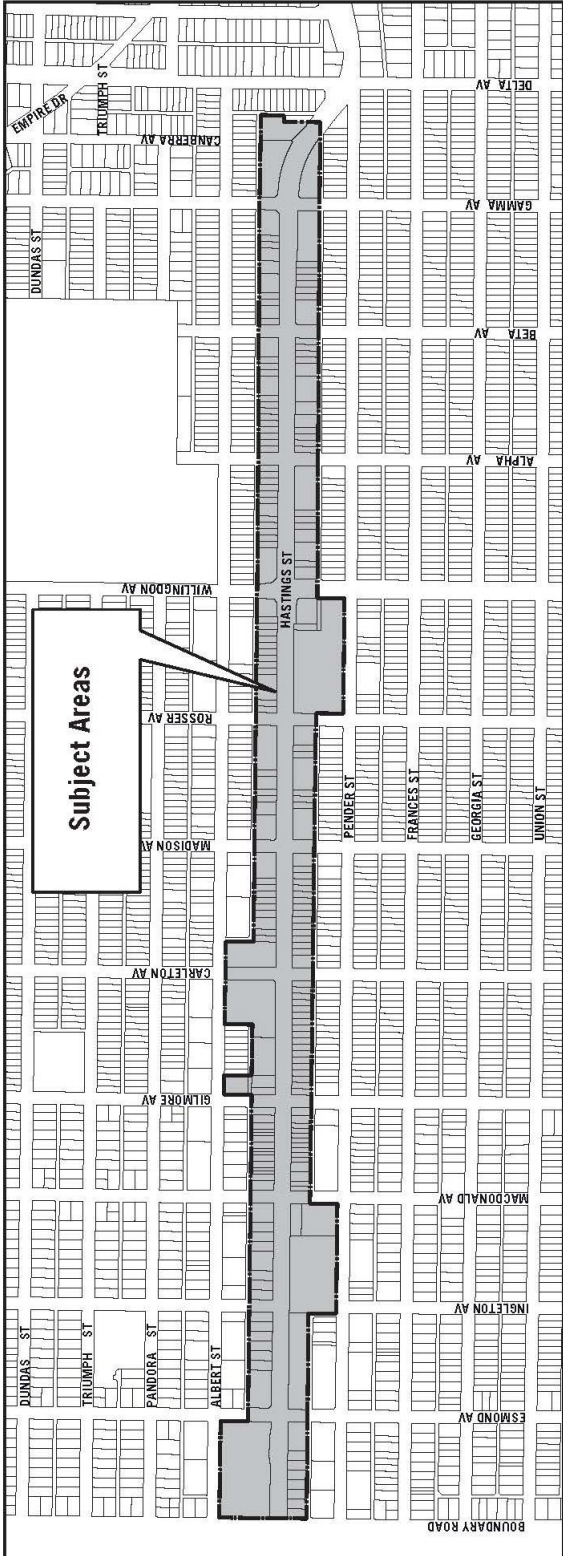
Read a third time this 26<sup>th</sup> day of February, 2024

Reconsidered and adopted this                      day of                      , 2024

MAYOR

CORPORATE OFFICER

**SCHEDULE "A"**  
**HASTINGS BUSINESS IMPROVEMENT AREA**



**SCHEDULE “B”**

**MINIMUM INSURANCE SPECIFICATIONS**

1. The **Association** shall maintain Commercial General Liability insurance, written on an Occurrence form, that includes coverage for Premises and Operations liability; Contractual Liability; Owner and Operator’s Protective Liability; Products and Completed Operations Liability; and Automobile Liability Insurance (owned and non-owned or hired units).
2. The limits of the Commercial General Liability insurance shall be not less than the following:

Bodily Injury Liability	\$5,000,000.00	Each occurrence
	\$5,000,000.00	Aggregate products and/or Completed operations
Property Damage Liability	\$5,000,000.00	Each occurrence
	\$5,000,000.00	Aggregate products and/or Completed operations

3. The **City** shall be named as an Additional Insured under the Commercial General Liability Insurance.
4. A Cross Liability clause shall be made part of the Commercial General Liability Insurance.
5. The Commercial General Liability Insurance shall be endorsed to provide that it will not be cancelled, lapsed or adversely changed without at least thirty (30) days written notice to the **City**.
6. The insurance listed above is the minimum requirement. Prior to the payment of any grants under this **bylaw**, the **Association** shall file with the **City** a copy of each certificate of insurance or, if requested by the **City**, insurance policy for the insurance that is required under this Schedule. All insurance shall be maintained until the end of the **term** under this **bylaw**, except that coverage for Products and Completed Operations Liability shall be maintained for at least twelve (12) months following the **term**.