

CITY OF BURNABY

BYLAW NO. 14797

A BYLAW respecting Burnaby North Road
Business Improvement Area

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 (BURNABY NORTH ROAD) BYLAW, 2026.**

PART 2: DEFINITIONS

2.1 In this bylaw:

- | | |
|--------------------------------------|---|
| "Association" | means the association of business persons known as Burnaby North Road Business Association |
| "business improvement scheme" | means: <ul style="list-style-type: none">(a) carrying out studies and making reports respecting the Burnaby North Road BIA;(b) improving, beautifying or maintaining streets, sidewalks or municipally owned land, buildings or structures in the Burnaby North Road BIA, subject to the approval of the General Manager Engineering for the City;(c) removal of graffiti from buildings and other structures in the Burnaby North Road BIA; and(d) encouragement of business in the Burnaby North Road 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 <i>Community Charter</i> |

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|-----------------------------------|---|
| “City” | means the City of Burnaby |
| “Council” | means the Council of the City |
| “ Burnaby North Road 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 <i>Community Charter</i> |
| “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 BURNABY NORTH ROAD BIA

- 3.1 Pursuant to section 215 of the *Community Charter*, **Council** hereby designates the area shown in bold on the plan attached to Schedule “A” of this **bylaw** as the **Burnaby North Road BIA**.
- 3.2 The **local area service** established by this **bylaw** is the **business promotion scheme** for the **Burnaby North Road 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 **Burnaby North Road BIA** is five (5) years, commencing on April 1, 2026 and ending on March 31, 2031.

PART 4: BURNABY NORTH ROAD BIA GRANT

- 4.1 Subject to Part 6 of this **bylaw**, **Council** hereby approves the grant of an amount not exceeding \$1,755,147.81 to the **Association** over the **term**, payable in accordance with the following:

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|--------|-----------------|----------------|-----------------------|
| Year 1 | April 1, 2026 - | March 31, 2027 | \$317,954.94 |
| Year 2 | April 1, 2027 - | March 31, 2028 | \$333,693.71 |
| Year 3 | April 1, 2028 - | March 31, 2029 | \$350,211.55 |
| Year 4 | April 1, 2029 - | March 31, 2030 | \$367,547.02 |
| Year 5 | April 1, 2030 - | March 31, 2031 | \$385,740.60 |
| | Total Funding | | \$1,755,147.81 |

- 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** on or before July 15 of each year of the **term**, 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, 2031 of 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 **Burnaby North Road BIA** in accordance with section 6.2 of this **bylaw**.
- 6.2 The owner of properties located within the **Burnaby North Road 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 **Burnaby North Road 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 **Burnaby North Road BIA** multiplied by the rate necessary to raise the annual grant amounts set out in section 4.1 of this **bylaw**.

PART 7: SEVERABILITY

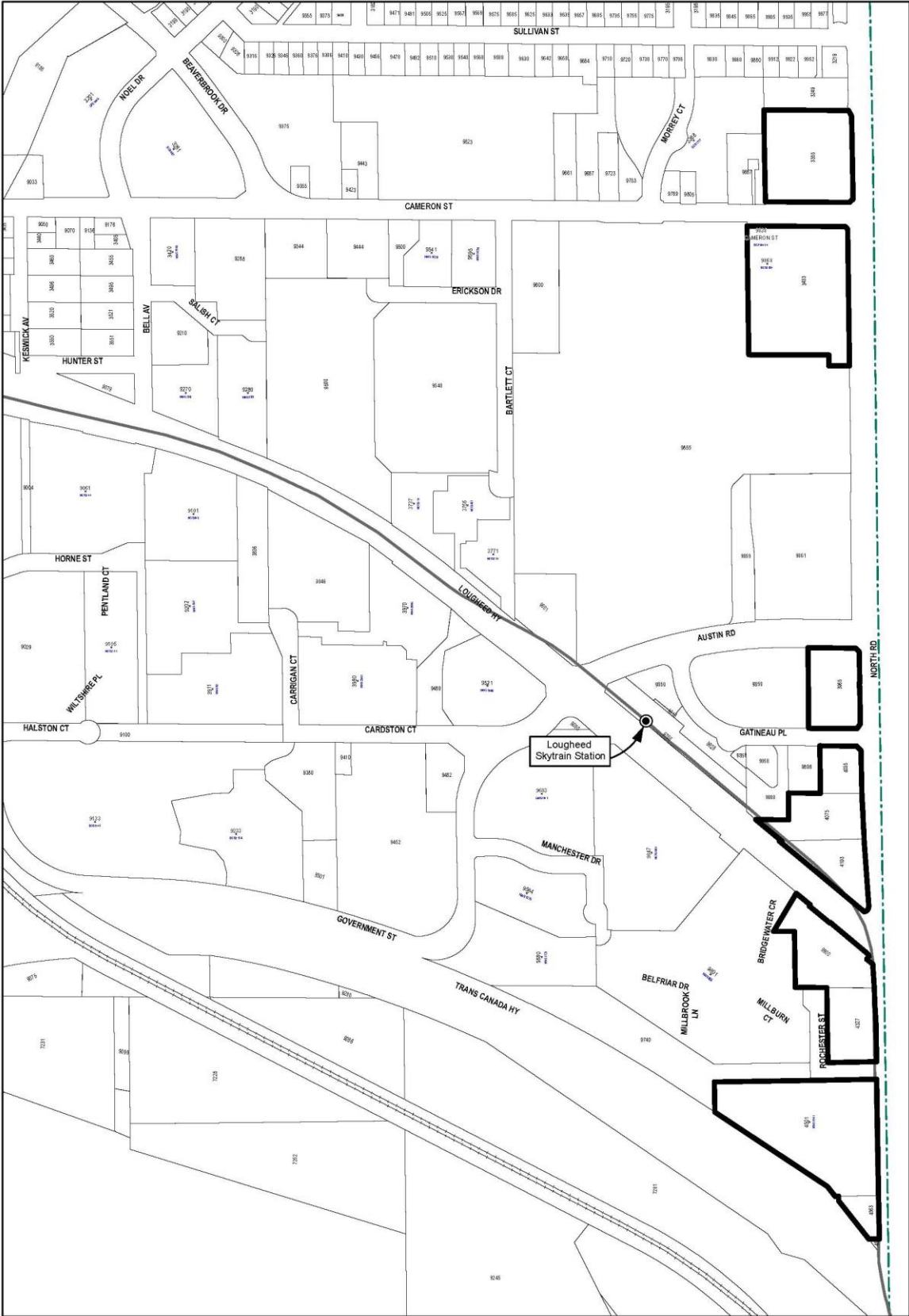
- 7.1 If a portion of this **bylaw** is held invalid by a Court of competent jurisdiction, the invalid portion must be severed, and the remainder of this **bylaw** is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

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| Read a first time this | day of | , 2026 |
| Read a second time this | day of | , 2026 |
| Read a third time this | day of | , 2026 |
| Reconsidered and adopted this | day of | , 2026 |

MAYOR

CORPORATE OFFICER

**SCHEDULE "A".
Burnaby North Road BIA**



**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 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.