

**CITY COUNCIL MEETING
AGENDA**

Monday, October 4, 2021, 6:00 p.m.

Council Chamber

City Hall

LIVE WEBCAST: Please note City Council Meetings, Public Hearings, Council Workshops and some Special City Council Meetings are streamed online and are accessible through the City's website at <http://www.newwestcity.ca/council>

Pages

1. **CALL TO ORDER**
2. **CHANGES TO THE AGENDA**
Urgent/time sensitive matters only
3. **REPORTS AND PRESENTATIONS FOR COUNCIL DISCUSSION AND ACTION**
 - 3.1. **Community Grants Highlights and Impacts 2021**
 - a. **ON TABLE Community Grants Highlights and Impacts 2021 PowerPoint Presentation** 6
 - b. **Community Grants Highlights and Impacts 2021** 13
An information report and presentation to Council on the 2021 Community Grants Program.

Recommendation:
That Council receive this report for information.
4. **CONSENT AGENDA**

If Council decides, all the recommendations in the reports on the Consent Agenda can be approved in one motion, without discussion. If Council wishes to discuss a report, that report is removed from the Consent Agenda. A report may be removed in order to discuss it, because someone wants to vote against the report's recommendation, or because someone has a conflict of interest with the report. Any reports not removed from the Consent Agenda are passed without discussion.

Recommendation:

THAT Council adopt the recommendations for items # on consent.

- 4.1. Amendments to the Procedure Bylaw 2021: Bylaw for Three Readings** 59
To seek Council's approval to forward amendments to the Procedure Bylaw for three readings. These changes respond to recent changes in the Community Charter allowing for electronic meetings and some miscellaneous changes.

Recommendation:

THAT Council give three readings to Procedure Bylaw Amendment Bylaw No. 8276, 2021

- 4.2. Construction Noise Bylaw Exemption Request: 660 Quayside Drive (Bosa Development)** 99
To seek Council's approval for an exemption from Construction Noise Bylaw No. 6063, 1992 to enable Bosa Development to conduct an overnight monolithic concrete pour for the creation of the West Tower foundation at Pier West Development located at 660 Quayside Drive.

Recommendation:

THAT Council grant an exemption from Construction Noise Bylaw No. 6063, 1992 to Bosa Development on Friday October 22, 2021 from 6:00 AM to Saturday October 23, 2021 to 9:00 AM to enable a monolithic concrete pour for the creation of the West Tower foundation.

and

THAT Council grant an exemption from Construction Noise Bylaw No. 6063, 1992 to Bosa Development for either Friday October 29, 2021 from 6:00 AM to Saturday October 30, 2021 at 9:00 AM OR Friday November 5, 2021 from 6:00 AM to Saturday November 6, 2021 at 9:00 AM to enable a monolithic concrete pour for the creation of the West Tower foundation if unfavorable weather conditions prohibit the work from occurring on the weekend of Friday October 22, 2021.

- 4.3. Downtown New Westminster BIA Extension: 2022 - 2025** 116
To initiate the renewal of the Downtown Business Improvement Area, under the initiative plan as defined in the Community Charter.

Recommendation:

THAT renewal of the Downtown New Westminster Business Improvement Area by Council initiative, at the request of the Downtown New Westminster Business Improvement Society, be commenced; and

THAT the following bylaws be forwarded for Council consideration:

- Downtown New Westminster Business Improvement Area

(Primary Area) Bylaw No. 8288, 2021

- Downtown New Westminster Business Improvement Area (Secondary Area) Bylaw No. 8289, 2021

4.4. Massey Theatre and Complex Lease and Working Agreement 167

To obtain Council's approval in principle of the Lease and Working Agreement with the Massey Theatre Society (MTS) for the operation of the Massey Theatre and Complex. Following Council's approval, a notice of the City's intent will be published, as required through the Community Charter. Upon completion of the notice period, and the closing of the Land Transfer Agreement, staff are requesting that the Mayor and Corporate Officer be authorized to execute the Lease and Working Agreement.

Recommendation:

THAT Council approve in principle the Lease and Working Agreement for the operation of the Massey Theatre and Complex;

THAT staff be directed to publish notice of the intent to enter into the Lease and Working Agreement; and

Recommendation:

THAT subsequent to the closing of the Land Transfer Agreement and the completion of the notice period the Mayor and Corporate Officer be authorized to execute the Lease and Working Agreement with the lease commencement date to coincide with the date of execution.

4.5. Permissive Property Tax Exempt Properties for 2022 – Review of Application Result 214

To seek Council's approval of the 2021 permissive tax exemption (PTE) applications to be considered in the 2021 Permissive Property Tax Exemption Bylaw. The permissive exemption is for the 2022 year.

Recommendation:

THAT Council approve the proposed Taxation Exemption list and forward the Permissive Tax Exemption Bylaw No. 8280, 2021 (Attachment A) for three readings.

4.6. Proclamation - Energy Efficiency Day, October 6, 2020 233

4.7. Proclamation - Homelessness Action Week, October 10-16, 2021 234

4.8. Proclamation - World Food Day, October 16, 2021 235

4.9. Release of Resolution from Closed meeting regarding 97 Braid Street (Sapperton Green) 236

Recommendation:

On Council's direction, the following Closed resolution is released to the public:

THAT Council direct staff to discontinue to advance processing of the Official Community Plan and Zoning Amendment applications for 97 Braid Street (Sapperton Green) until such a time as it is determined when the proposed community centre with child care will be delivered to the community, should the development applications be approved.

5. OPPORTUNITY FOR THE PUBLIC TO SPEAK TO COUNCIL – 7:00 PM

6. BYLAWS

6.1. **Bylaws for readings**

- a. **Council Procedure Bylaw Amendment Bylaw No. 8276, 2021** 237
Amendments to the Procedure Bylaw to allow for electronic meetings as described in the Community Charter, and miscellaneous changes. This bylaw is on the agenda to receive **THREE READINGS.**
- b. **Downtown New Westminster Business Improvement Area (Primary Area) Bylaw No. 8288, 2021** 246
To levy a special tax to enable the Downtown Business Improvement Association, for the planning and implementation of works and services and to encourage and promote business within the specified area. This bylaw is on the agenda to receive **THREE READINGS.**
- c. **Downtown New Westminster Business Improvement Area (Secondary Area) Bylaw No. 8289, 2021** 256
To levy a special tax to enable the Downtown Business Improvement Association, for the planning and implementation of works and services and to encourage and promote business within the specified area. This bylaw is on the agenda to receive **THREE READINGS.**
- d. **Permissive Tax Exemption Bylaw No. 8280, 2021** 266
Certain properties within New Westminster such as places of worship, hospitals or charitable/ philanthropic uses are eligible for an exemption from property taxes. This bylaw lists the properties exempted in 2022. This bylaw is on the agenda to receive **THREE READINGS.**

6.2. **Bylaws for adoption**

- a. **Zoning Amendment Bylaw (Miscellaneous Amendments) No. 8225, 2020** 273
This Amendment Bylaw includes identified miscellaneous revisions, edits and deletions to reflect minor required annual updates to the Zoning Bylaw. This bylaw is on the agenda to receive **ADOPTION.**

7. NEW BUSINESS
8. ANNOUNCEMENTS FROM MEMBERS OF COUNCIL
9. END OF THE MEETING

*Some personal information is collected and archived by the City of New Westminster under Section 26(g)(ii) of the Freedom of Information and Protection of Privacy Act and for the purpose of the City's ongoing commitment to open and transparent government. If you have any questions about the collection of personal information please contact Legislative Services, 511 Royal Avenue, New Westminster, V3L 1H9, 604-527-4523.



Community Grants Highlights and Impacts 2021

ON TABLE
City Council Meeting
October 4, 2021
re: Item 3.1.a.



NEW WESTMINSTER

Overview

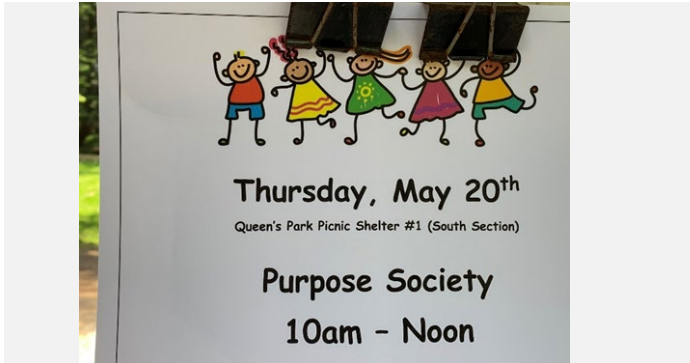
96 Grants were awarded in 2021 in three grant application periods:



Cash Award
\$807,708



City Services
\$134,347



One Time Small Grants
New in 2021 – lots of new organizations

Community Grants Portfolios



Community Livability and Social Equity



Social and Cultural Vibrancy



Community Economic Activators

Snapshot of Success

Name of Project or Event: COVID-19 Care Wellness Backpack Project

Name of Organization: Royal Columbian Hospital Foundation

Grant Amount: \$10,000

Date of Project or Event: 2021/2022

Location: Royal Columbian Hospital – 330 East Columbia St, New West

Event Details:

Thanks to the support of the City of New Westminster and the Telus Future Friendly Foundation, we were able to purchase supplies for our wellness backpacks this spring. Our goal is to build trust and rapport with individuals served by RCH who are homeless or displaced, and who may need further support with their mental health or substance use challenges. The backpacks allow them access to basic needs while they await for supports to be put in place.

The backpacks included supplies to prevent the spread of COVID-19, including hand sanitizer, masks, and gloves. They also included additional items like washcloths, bandaids, mittens, and craving kits with snacks, stress balls, and other distractors for those who are struggling with addiction. Our clinical team hopes that the backpacks will enable patients to walk with dignity regardless of their circumstances.

To date, our clinical team has produced over 300 backpacks. However, the backpacks have yet to be distributed significantly because summer is typically a time when individuals who are experiencing homelessness do not directly seek assistance. Good weather means that they don't have immediate needs for additional supplies (like warm clothing). Our clinical team expects that they will be distributed rapidly when the cool, rainy weather arrives, and that the impact of this project will be amplified in the fall and winter months.



Snapshot of Success



Name of Project or Event: **EMERGENCE: OUT OF THE SHADOWS**

Name of Organization: **SHER VANCOUVER LGBTQ FRIENDS SOCIETY**

Grant Amount: \$4,000

Date of Project or Event: January – June 2021

Location: Film shot in various locations in Metro Vancouver region including New Westminster.

Event Details:

The purpose of this project is to create a social justice documentary which will be broadcast across Canada on OUTtv and made available as a learning resource to high schools, colleges, universities, and the educational market.

Emergence: Out of the Shadows: Coming 2021

SYNOPSIS : The film Explores the taboo topic of being gay and lesbian in the South Asian community of Metro Vancouver and abroad. Kayden tells a poignant story of family rejection and self-discovery while embracing his newfound family and life. Parents and their children discuss the struggles they have endured and overcome to preserve the family through generations to come. Success often means setting aside long-established culture and tradition for compassion, love, and acceptance.



Snapshot of Success



Name of Project or Event: New West Farmers Market

Name of Organization: New West Farmers Market Society

Grant Amount: \$12,000 cash and \$11,926.40 in City Services

Date of Project or Event: Every Thursday April 1 – Nov 4 from 3-7pm

Location: Tipperary Park

Event Details:

The New West Farmers Market is a weekly outdoor market from April to November that features farm-fresh produce, plants, quality crafts from local artists and artisans, gourmet prepared foods, community information, live music, and more.

During COVID-19 NWFM is proud to have been deemed an essential service and has been a safe place for the community to shop outdoors, support local small businesses, and find camaraderie during these difficult times. Though the market has had to pivot in many ways throughout the pandemic, NWFM has been able to continue to offer local food to the community.

From June to early September NWFM hosts the Sprout Club, a free children's program offering activities and crafts that focus on the environment, sustainability, and food systems.



Looking Ahead to 2022

Grants applications for 2022 closed on October 1st

“Do you have an idea for a project that will lift community spirit and support recovery as we move forward from the pandemic?”



- *COVID-19 Impacts still felt*
- *91 grant applications received – an increase from 2021*
- *More organizations applying*

REPORT

Community Grants Team

To: Mayor Cote and Members of Council **Date:** October 4, 2021

From: Lisa Spitale **File:** 05.1035.20
Chief Administrative Officer

Item #: 2021-409

Subject: Community Grants Highlights and Impacts 2021

RECOMMENDATION

That Council receive this report for information.

PURPOSE

An information report and presentation to Council on the 2021 Community Grants Program.

BACKGROUND

As part of the Community Grants Policy, Council requested an annual report back on the program. This report provides an overview of the grants awarded with a companion presentation from three organizations award grants.

DISCUSSION

The 2021 grants program awarded 96 grants (for a full list of grants see Attachment 1) through its three grant openings (Fall 2020, Spring 2021 and Summer 2021). This number is an increase from the 89 grants awarded in 2020 due to the addition of the new Small One Time Grants. The City awarded \$807,708 in cash awards and \$134,347 in City services.

As part of reporting back, multi-year grant awardees, and those whose grants were completed before August 14th 2021, were asked to submit Snapshots of Success for this report. These snapshots can be seen in Attachment 2. They show the full range of impacts the grants are having.

COVID-19 again resulted in a significant reduction in City Services granted as festivals pivoted to on-line or smaller events. So that festivals would be correctly funded post COVID-19, no new multi-year festival grants were provided in 2021. Festival organizations were asked to apply in the 2022 application period for multi-year funding.

The grants program again funded a range of organizations, from small community groups to large registered charities. During the October 4th, 2021 Council meeting, three organizations representing the three portfolios will present to Council. These organizations are:

Portfolio	Organization	Project
1	Royal Columbian Hospital Foundation	COVID19 Care Wellness Backpacks for Low-Income Patients at Discharge
2	Sher Vancouver LGBTQ Friends Society	Film: Emergence - Out of the Shadows
3	New West Farmers Market Society	Fund Farmers Market Operative Expenses

These organizations, while being representative of the whole, are great examples of the grants supporting the City’s strategic priorities and mission statement to be a vibrant, compassionate, sustainable City that includes everyone.

This year the City provided Small One Time Grants for the first time. 16 grants were awarded, many to new organizations. While Council allotted \$26,000 for the grants, excess grant moneys from the main Fall grant were put towards these grants. The community committee members who evaluate the grant awards held money in reserve for this purpose hoping to support Fall festivals in 2021. This has resulted in new festivals this Fall as the community opens up after the pandemic. Of note are the Hospice Society’s invitation for residents to come to the Anvil Centre to make a COVID-19 grief and gratitude quilt on the Thanksgiving Day weekend, and United Creative Artists Studio Society will hold a music festival on Front Street.

To broaden the knowledge of the grants program the City used targeted social media ads. This drew in culturally diverse organizations.

2022

The grant intake for 2022 closed on October 1. Staff subject area experts are reviewing grants in preparation for the community grant committees.

In response to Council’s comments regarding grants supporting COVID-19 recovery and the Joy and Whimsy initiative, the 2022 advertising slogan was “*Do you have an idea for a project that will lift community spirit and support recovery as we move forward from the pandemic?*”

Staff expect to see the effect of COVID-19 still impacting the 2022 grants season. A decrease in outside funding and donations coupled with an increase in City advertising

will likely lead to more organizations competing for City granting dollars. City funding for 2022 will be determined in the budget discussions in the Fall.

INTERDEPARTMENTAL LIAISON

The Community grants team, while reporting to the Chief Administrative Officer, draws staff from Development Services, Engineering, Parks and Recreation, Finance and the CAO Department. All grant leads – Anur Mehdic, Rob McCullough, Jennifer Lukianchuk, Todd Ayotte, Ryan Weber, Sloane Elphinstone, Lisa Kemp and Trish Nielsen – have reviewed this report.

OPTIONS

Option 1: THAT Council accept this report for information.

Option 2: THAT Council provide staff with other direction.

Staff recommend Option 1.

ATTACHMENTS

Attachment 1: Grants awarded in 2021

Attachment 2: 2021 Snapshots of Success

This report was prepared by:

Renee Chadwick, Acting Manager, Recreation Services and Facilities

Jacque Killawee, City Clerk

This report was approved by:

Lisa Spitale, Chief Administrative Officer

Attachment 1

List of Grants provided in 2021

Portfolio 1: Community Livability and Social Equity

Organization	Project	2021 Cash	City Services	Term
Canadian Mental Health Association	operating funds	\$7,500.00		
Communities Embracing Restorative Action	operating funds	\$15,000.00		
Family Services of Greater Vancouver	Youth Counselling	\$12,500.00		
Family Services of Great Vancouver	Vital Connections	\$11,500.00		
Umbrella Multicultural Health	operating funds	\$30,000.00		
New Westminster Homelessness Coalition	operating funds	\$15,636.94		
New Westminster Family Place Society	operating funds	14,000		2019 - 2021
Volunteer Cancer Drivers	operating funds	1,750		2019 - 2021
Elizabeth Fry Society	operating funds	4,600		2019 - 2021
New West Hospice Society	operating funds	25,000		2019 - 2021
Royal City Humane Society	operating funds	5,000		2019 - 2021
Seniors Services Society of BC	Operating funds	75,000		2021 - 2023
Family Services of Greater Vancouver	Project Christmas	5,000		2021 - 2022
New Westminster Victim Assistance Association	Emergency Communications Program	25,000		2021 - 2023
The Lower Mainland Purpose Society for Youth and Families	English Made Easy in Nature	3,250	1,386.00	2021 - 2023
Glenbrooke Daycare Society	Glenbrooke Daycare Programming	5,000		
Queens Avenue Daycare Society	Counter Top replacement	4915		
Queensborough KIDS Child Care	Bringing the Indoor Classroom Out	2303		
Douglas College Early Childhood Education Center Society	Healthy beginnings inside and out at Douglas College Early Childhood Education Center Society	5,000		
St Barnabas Daycare Society	odds and ends	5,700		
New Westminster Beekeepers Association	New West Beekeepers Apiary Enlargement	7,000		
Mediate BC Society	Covid-19 Housing Conflict Resolution Pilot	6000		
Royal Columbian Hospital Foundation	COVID19 Care Wellness Backpacks for Low-Income Patients at Discharge	10000		
Living Systems Counselling	Access Counselling Program	2000		
Autism BC	Information & Resources and New West Community Group	0		
Coquitlam Search and Rescue	Rescue Boat	2000		
IMPACT Parkinson's Society	Parkinson's Healthy Living Workshops	3500		

Queensborough Residents Association (in partnership with QSPC)	Queensborough garage sale	0	561.65
W.I.N.G.S. Fellowship Ministries	Butterfly Room Children's Activities/Community Outreach Support Groups	3750	
Camp Kerry Society	Beyond One Voice Compassionate Community Program	10000	
New Westminster Environmental Partners (NWEP)	Glenbrook Ravine Ecological Restoration	6,300	
Queensborough Special Program Committee	Queensborough Shoreline Cleanup	2,800	
REUZ Markett	REUZ Market vendors who sell sustainable lifestyle products or support sustainability through reuse and zero waste initiatives	-	263.20

Portfolio 2: Social & Cultural Vibrancy

Organization	Project (if multiple applied for)	2021 Cash	City Services	Term
Arts Council	operating funds	34,697	5,303.00	2019-2021
New Westminster Heritage Foundation	Matching funds for restoration grants	10,000	0.00	2019-2021
Uptown Business Assoc.	Uptown Live	15,000	14,525.36	2019-2021
New West Hospice Society	Festival of Loss and Healing	1,000	1,000.00	2019-2021
Recovery Day Vancouver Society	Recovery Days street festival	13,040	13,040.00	2019-2023
Fraser River Discovery Centre	operating funds	46,000.00		2020-2022
Massey Theatre Society	operating funds	70,000.00		2020-2022
Royal City Musical Theatre	operating funds	7,000.00		2020-2022
New Westminster Symphony Society (NWSS)	operating funds	5,000	-	2021-2023
Khalsa Diwan Society New Westminster		0	15,394	2019 - 2021
Canadian Lacrosse Hall of Fame and Museum	Museum upgrades	6,500		
The Royal Westminster Regiment Volunteer Band	The Royal Westminster Volunteer Band	2,500		
The Royal Westminster Regiment Historical Society	Museum artifacts: environmental monitoring, preservation and display	2,500		
Queens Avenue United Church	Stained Glass Window Urgent Restoration for Queens Avenue United	-		
Fraser Basin Council	Canadian Heritage River Plaque for the Fraser River (New Westminster)	10,580		
New West Film Society	New West Film Fest 2021 Online Edition	4,000		
Culture Chats BC Association	Multicultural Arts Using Recycled Materials	2,000	437	
Douglas College Foundation	Arts at One Concert Series	2,500		
New West Artists Society	Software for a Gallery on Line	2,000		
Savage Production Society	Indigenous Theatre, Music and Media	5,000		
Vancouver Chamber Music Society	2020-21 VCMS Community Chamber Music Series Program: New West	4,000		
Royal City Literary Arts Society (RCLAS)	New Westminster Festival of Literature	4,500	1,016	
The Royal Canadian Theatre Company	Theatre Season 2021	8,000		
Sher Vancouver LGBTQ Friends Society	Emergence - Out of the Shadows	4,000		
Queensborough Special Programs Committee	Mural project	5,381		
New Westminster Minor Softball Association	Clinics - Volunteer Coach (NCCP) / Umpire (Softball Canada) Certification	2,275		

Royal City Youth Soccer Club/New Westminster Soccer Club	Skills Enhancement, Spring Soccer, Fall/Winter Soccer, Cascadia League	8,000	
Shasta Trampoline	equipment purchase	2,000	
Shasta Trampoline	Aaron Johnson Cup	1,200	
Hyack Festival Ambassador Leadership Program	New Westminster Hyack Ambassador Youth Leadership Program	4,000	
Citadel Canine Society	Training PTSD dogs New Westminster	3,500	
New Westminster Youth Ambassador Society	New Westminster Youth Ambassador Team	4,000	
Queensborough Special Programs Committee	Queensborough Festival	-	2,913
Queensborough Special Programs Committee	Queensborough Children's Festival	3,950	2,818
New West Pride Society	New West Pride	5,000	35,800
New Westminster Hyack Festival Association	International Hyack Parade	4,000	23,330
Bosnian and Herzegovinian Cultural Centre	Bosnian Festival	2,500	1,139.00
New Westminster May Day Community Association	May Day 2021	5,892	475
Queensborough Special Programs Committee	summer Sounds Concert Series	-	743
Brazilian Community Association of British Columbia / BCA-BC	CARNWEST	2,500	4,590
Downtown New Westminster Business Improvement Society	Festival of Lights	8,000	-
Fraser River Discovery Centre Society	River Fest	5,000	-
Downtown New West BIA	Quest New West	5,000	-

Portfolio 3: Community Economic Activators

Organization	Project	2021 Cash	City Services
New West Farmers Market Society	New West Farmers Market	\$12,000.00	\$4,812.35
New West Chamber	Economic Recovery Through Research, Support and Connection	\$13,000.00	
Downtown New Westminster Business Improvement Society	Public Space Activation Program	\$7,500.00	
Tourism New Westminster	Operating funds	\$73,000.00	\$0.00

Spring One Time Small Grant

Organization	Project	2021 Cash	City Services
New Westminster Amateur Radio Club	Equipment to support the emergency program	2763.24	
School District No. 40 (New Westminster)	NWSS memorial video	3,500	
Hyack Festival Association	Talk About Town New West	3,000	

Summer One Time Small Grant

Organization	Project	2021 Cash	City Services
Gardens4Kids	Gardens4Kids Urban Farm	1000	
Culture Chats BC Association	Learning about local food and farming with an Intercultural Group	875	
Alzahra Cultural & Sport Association(ACSA)	ANAR online store	1750	
Fraser River Discovery Centre Society	Boardwalk interpretive signs	3500	
Social Circus Foundation	Circus Celebration	3500	55.00
New Westminster Family Place	Hallowe'en Spooktacular	1800	155.00
New West Farmers Market Society	Holiday Market	2500	506.00
Downtown New West BIA	Meet Me Downtown	3500	340.00
West End Business Association	Mini 12th Street Music Festival	3500	296.00
New West Hospice Society	Quilts for Grief & Gratitude	3500	1,500.00
Lower Mainland Purpose Society	Shirts With Purpose	2000	
TEDxSFU	TEDxSFU 2021: Bloom	3000	1,500.00
UCASS (United Creative Artists Studio Society)	The Front Outdoor Arts and Music Get Together	3500	450.00

Attachment 2

2021 Snapshots of Success

Snapshot of Success

Name of Project or Event: Restorative Justice

Name of Organization: CERA Society

Grant Amount: \$15,000

Date of Project or Event: 2021

Location: City of New Westminster

Event Details:

Collaborating with New Westminster Police Department, CERA provided a viable alternative to criminal court for offenders and gave victims a voice.

Working with Crown to establish a Memorandum of Understanding

Referral cards were made to better educate police officers on the process.

Restorative justice videos were created for SD40, which proved to be an invaluable resource during the pandemic, teaching on how to deal with conflict appropriately.

Educational training presentation was conducted for NW Secondary students.

Teachers and administrators were offered a training resource dedicated to assisting them in resolving difficult disputes.

The relationship with the First Nations communities was strengthened; CERA provided a restorative justice/conflict resolution resource.

Due to his incredible contribution to crime prevention and community safety, CERA's Executive Director, Gurinder Mann, was awarded a provincial award, given by the Ministry of Public Safety and Solicitor General.



Snapshot of Success



Name of Project or Event: Hyack Ambassador Leadership Program

Name of Organization: Hyack Festival Assoc.

Grant Amount: \$4000.00

Date of Project or Event: October 2020 – September 2021

Location: Various

Event Details:

The primary purpose of the Hyack Ambassador Leadership Program is to offer youth an opportunity to contribute to their community through service, education, and leadership.

The program provides training in speech preparation and presentation, leadership skills, etiquette, 'hosting' and knowledge of the City and its history so the Ambassadors may represent the City well.

The Hyack Ambassador Youth Leadership Team is involved with and participates at over various annual New Westminister events such as: Uptown Street Fest, Hyack International Week, RiverFest, and Canada Day.

While also participating in developing their public speaking and superhost tourism skills, mental health advocacy training, they receive instruction on the history and traditions of New Westminister, resume writing and interview skills, self-defense, personal and professional etiquette.

All of this culminates with the Evening of Stars: Awards Gala where the current Team Tiara is installed for their ambassador year.



Snapshot of Success

Name of Project or Event: Access Counselling Program

Name of Organization: Living Systems Counselling

Grant Amount: 2,000

Date of Project or Event: January 2021

Location: 401, 625 Fifth Avenue, New Westminster

Event Details:

This grant allowed our counsellors to provide much needed counselling services to 60 lower income clients with diverse and complex mental health issues regardless of income, disability, gender, or ethnic background. Our family systems approach helped clients build healthier family connections, find a sense of belonging in their community and improve their overall functioning in life.



Client Testimony:

I was relieved to have the opportunity to express positive thoughts and how thankful I am for what you and the program have done for me at such a terrible time in my life. The multiple events that piled up created in me an overwhelming sense of loss, despair and defeat. I'm not sure what direction my life would have taken without the access I have to such a valuable resource.

Client Testimony:

With living systems and specifically Bowen Family Systems, I was able to understand the systems in which I was caught unbeknownst to me. I leave almost every session with a feeling of gratitude that I now got to see a perspective that suddenly makes sense to me, yet I had never considered this perspective previously. I don't know if it is the system, the counsellor, the setting, but something brilliant and important happens here.

Snapshot of Success



Name of Project or Event: New West Farmers Market

Name of Organization: New West Farmers Market Society

Grant Amount: \$12,000 cash and \$11,926.40 in City Services

Date of Project or Event: Every Thursday April 1 – Nov 4 from 3-7pm

Location: Tipperary Park

Event Details:

The New West Farmers Market is a weekly outdoor market from April to November that features farm-fresh produce, plants, quality crafts from local artists and artisans, gourmet prepared foods, community information, live music, and more.

During COVID-19 NWFM is proud to have been deemed an essential service and has been a safe place for the community to shop outdoors, support local small businesses, and find camaraderie during these difficult times. Though the market has had to pivot in many ways throughout the pandemic, NWFM has been able to continue to offer local food to the community.

From June to early September NWFM hosts the Sprout Club, a free children's program offering activities and crafts that focus on the environment, sustainability, and food systems.



Snapshot of Success



Name of Project or Event: Shasta Trampoline Invitational Virtual National Athlete Competition

Name of Organization: Shasta Trampoline

Grant Amount: 1200

Date of Project or Event: March 1 – 15, 2021

Location: New Westminster Sportsplex

Event Details:

Due to the pandemic, we were unfortunately not able to host our annual fundraiser the Aaron Johnson Memorial Cup for over 250 athletes. Instead, in order to allow National trampoline athletes in BC an opportunity to compete and be eligible for national ranking, potential funding, and a chance to represent Canada internationally, we hosted a virtual event at the New Westminster Sportsplex, which Shasta is so pleased to be able to train in beginning November 2021.

As meet host, Shasta paid videographers and judges across the province to judge via video, ~85 athletes who competed in their own gyms, between March 1-15, 2021. Shasta handled registration, ensured Gymnastics BC and Provincial Health Office compliance, and organized awards and medals.

Due to the demands of virtual judging and covid expenses, and the lack of spectators, and the lower number of athletes, there was unfortunately much less revenue for this usually successful fundraiser. However, approximately 15, nearly 17% of competitors were successful in demonstrating their skills and scores and able to move up to the next competitive level, which is the main purpose for a provincial meet. The meet also provided a diversion for athletes, coaches, and volunteers across the province from the tedium of life in isolation.



Snapshot of Success

tourism



Name of Project or Event: Tourism New West organization funding

Name of Organization: Tourism New West

Grant Amount: \$73,000

Date of Project or Event: 2021

Location: New Westminster

Event Details:

Tourism New West is the official Destination Marketing Organization for the city of New Westminster. The organization provides information services to visitors seeking trip-planning advice and promotes businesses in the city to local, regional, and broader audiences to drive visitation and spending locally. The grant awarded by the City of New Westminster funds the core operating and marketing budgets.

Key 2021 successes:

- Website improvements featuring itineraries and experiences in New Westminster such as exploration by bike & self-directed walking tours
- Municipal & Regional District Tax application approval
- #RediscoverNewWest marketing campaign partnership to promote and support local businesses and attractions to local audiences during the restrictive public health order measures, and continued campaign work to draw regional audiences to the city as restrictions allow.



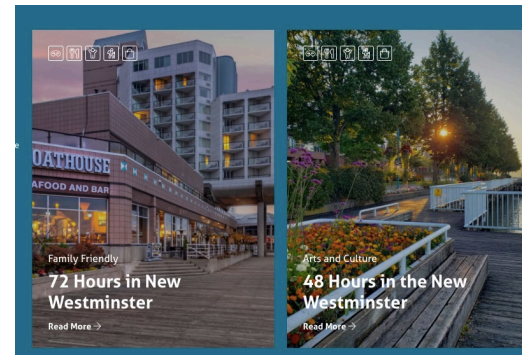
Liked by romanlanon and 247 others

tourismnewwest Looking to get outside and explore New Westminster? 🏡 We've created a short & sweet heritage house walking tour in the Queen's Park neighbourhood... more

View all 16 comments

bcmarchant Isn't that Betty Coopers house on Riverdale??

tourismnewwest @bcmarchant yes!



RediscoverNewWest events and activities this summer! From comedy to outdoor arts, family activities, markets and so much more, there's always something new and exciting happening in New West.

ORGANIZERS! WANT TO SEE YOUR PUBLIC EVENTS LISTED HERE? Make sure you have submitted your details to the Tourism New West Event Calendar located at www.tourismnewwestminster.com/events. Events must be based in New West, open to the public, and follow COVID-19 safety protocols. Due to space limitations, not all events may make it into the print calendar.

AUGUST	
5 th THU	New West Farmers Market - Tipperary Park 3pm-7pm
6 th FRI	Royal City Sound Pier Nights - Westminster Pier Park 5:30pm-8:30pm Hidden Wonders Speakeasy Magic Experience 7pm-8pm
7 th SAT	Hit the Dirt: Ages 4-6 - Irving House 10am-12:30pm New West Craft - in front of City Hall 11am-4pm Open Space Saturdays - Massey Theatre 11am-11pm Featuring Tonye Aganaba
8 th SUN	Guided Tours - Fraser River Discovery Centre 10:30am-3:30pm A Midsummer Night's Dream - Queen's Park Farm 2pm-3pm
10 th TUE	Summer Sketching by the River: For Teens - River Market 1pm-3pm
11 th WED	Family Storytime with NWPL - Queens Park 10:30am-11am Yoga by the River - Westminster Pier Park 12pm-1:30pm Summer Sketching by the River: For Adults - River Market 6pm-8pm



New Westminster has some excellent attractions providing a peek into the past. The Canadian Lacrosse Hall of Fame showcases the sport's indigenous roots and National significance. The New Westminster Museum, Irving House, and Samson V Museum each have their own story to tell and highlight exhibits of the land, people, and development of the place we live today. Make your reservation and explore the city's history.

SUMMER FUN ANYTIME: Take a ride on the mighty Fraser! Book your ticket for the Q to Q Ferry and travel from Quayside to Queensborough. Checkout the playground at Port Royal Park, or stroll along the Queensborough Perimeter Trail.

Find more details on all events throughout the city at www.tourismnewwestminster.com

RediscoverNewWest is a collaborative effort from the Arts Council of New Westminster, City of New Westminster, Downtown New West BIA, Uptown New West Business Association, and Tourism New West. No events have paid to be included on this page.



Visit www.RediscoverNewWest.ca for a local business directory.

Snapshot of Success



Canadian Mental Health Association
Vancouver-Fraser
Mental health for all

Name of Project or Event: CMHA-VF Volunteer Program

Name of Organization: Canadian Mental Health Association – Vancouver Fraser

Grant Amount: \$7,500 per year (multi)

Date of Project or Event: April 1, 2021 – March 31, 2022

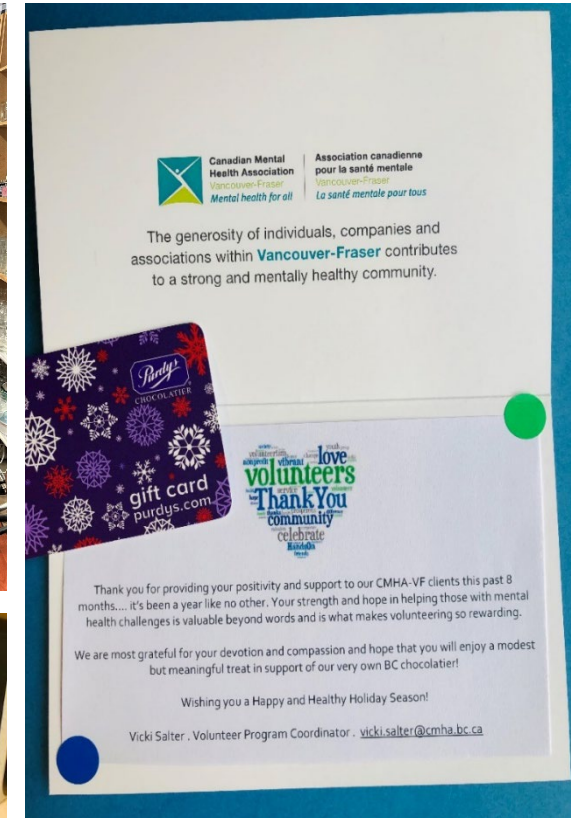
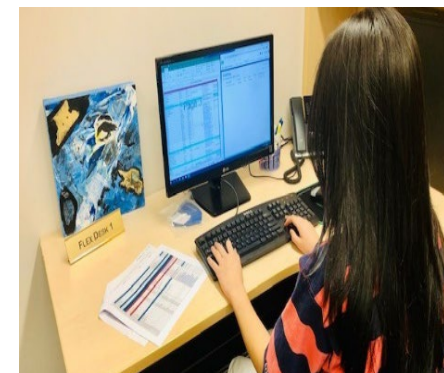
Location: NW Office #233, 610 – 6th St., NW, and Treasure Chest Thrift Store – 435 - 6th St.,

Event Details:

Volunteer Program Initiatives 2021/22 – Our in-person and virtual volunteer activity became more active in NW when vaccinations were introduced this past Spring. We anticipate that our CMHA-VF Volunteer Program will return to pre-Covid numbers and hours as we gradually transition into a hybrid year. Our **Treasure Chest Thrift Store**, located on Sixth St., has doubled the number of volunteers from 7 to 14 this past 6 months and has increased days/hours to 7 days a week, providing greater opportunity for our volunteers to engage and contribute to the community. CMHA-VF's **Bounce Back Program** (designed to help adults and youth manage stress, anxiety and depression), located in the Royal Centre Mall, recruited 4 new volunteers for admin activities involving data entry, call backs to practitioners, office duties and program mail outs. Our volunteers have been assured that their contribution is valuable as our rehab programs have experienced a significant rise in demand and are expected to continue post pandemic.

Virtual Events - To re-engage and recognize our volunteers throughout this historic time, we invited a core group of 45 NW volunteers to our virtual **Volunteer Appreciation Celebration in December 2020**. Our acknowledgement event included opening remarks from the CEO highlighting the value of their role and the benefits to CMHA-VF and our clients. Volunteers provided verbal testimonials and were recognized by offering them a 'complimentary CMHA-VF mental wellness program' to reignite their positivity and productivity during Covid-19. As a result of our volunteer gift, we organized a second **Volunteer Appreciation Event in Spring 2021** where 25 volunteers registered for a virtual session on 'Recognizing and Applying Strategies and Skills to Help Build Resilience'. Due to the success of both virtual Volunteer Appreciation Events this past year, they will be celebrated again in 2021/22. Communications Tools – A quarterly 'Volunteer Voices' newsletter, WhatsApp, telephone and zoom training are used to help build resilience, confidence and to provide a social network preventing isolation and loneliness. Volunteer engagement in meaningful work at this time continues to give our volunteers of all ages, diversity and mental health status, a sense of purpose and belonging within the community. CMHA-VF values our volunteers through training and stewardship and believes that that our 'road to recovery' will bring positive change and hope for the future!

❖ We would like to express our sincere thanks to our **Community Partners**; Local Divisions of Family Practice, WorkBC, Hospitals, Fraser Health, and VCH Community Services AND the **City of New Westminister** for supporting our CMHA-VF Volunteer Program serving children, youth and adults who are impacted with mental health.



Snapshot of Success



Name of Project or Event: New Westminister Beekeepers Yard Enlargement and Shed Building

Name of Organization: New Westminister Beekeepers Association

Grant Amount: \$7,000

Date of Project or Event: Summer 2021 Project

Location: Queen's Park Bee Yard

Event Details:

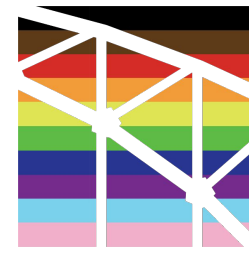
This was a building and construction project to enlarge the Bee Yard in Queen's Park. The objective was to enlarge the space to allow the club to support more bee hives and to allow space for the growing number of members of the club.

With the generous donation from the City of New Westminister Community grant fund and approval from the Parks and Recreation Department the club was able to double the size of the yard and build a proper storage shed for the club's hive boxes and other miscellaneous equipment.

The club has grown from the original 5 members to over 35 this past year. Not only have we been able to help increase the number of hives in the club yard but many of our members have now start hives in their own yards. All great for the bees and the environment.



Snapshot of Success



NEW WEST PRIDE

Name of Project or Event: New West Pride 2021

Name of Organization: New West Pride Society

Grant Amount: \$5000

Date of Project or Event: August 9th - 15th

Location: New Westminster

Event Details:

Due to the continuing COVID19 pandemic we were unable to have the New West Pride street festival. Instead, we enabled 25+ events to happen over the entirety of Pride Week to create space for people to celebrate safely in person or with a digital event online. Our annual Window Display Contest had businesses dress up their windows in their best Pride attire and saw a higher number of entries than previous years. All in all it was a great success.



Snapshot of Success



Name of Project or Event: Bringing the Indoor Classroom Out

Name of Organization: Queensborough KIDS Child Care

Grant Amount: \$2302

Date of Project or Event: ongoing

Location: Queensborough KIDS Child Care

Event Details:

Due to the COVID-19 pandemic, it has been recommended by the health authorities that outdoor play be extended and encouraged as the spread of the virus is lesser while outdoors. With the grant we were able to purchase equipment that allowed for extended periods of time outside. We have been able to move circle/story time outdoors with the addition of weather proof cushions, snack and art times have also been moved outside with the purchase of collapsible picnic tables and table top easels. Adding to our selection of outdoor activities by purchasing more balls, cones and hoops, bike helmets and sand toys allows for longer, engaged outdoor play with many options and opportunities for play. Children need time to explore, investigate and learn. Doing so in the outdoors during this time helps to keep them safer and allows for their daily routine and expectations to remain relatively unchanged as we simply bring the indoors out.



Snapshot of Success

Name of Project or Event: Children's Festival

Name of Organization: Queensborough Special Programs Committee

Grant Amount: \$3,950 & \$2,818

Date of Project or Event: June 19-20, 2021

Location: Online/Virtual

Event Details:

The 2021 Children's Festival was a virtual event, where families received take-home bags filled with engaging activities for their children. Our goal was to encourage families and their children to spend a weekend together playing, creating, and exploring our community. Our take-home bags focused on nature, art, science, and movement. Through a series of videos and hands-on materials, children had a chance to engage in activities such as: bird seed feeders, slime activity, dance/movement sessions, scavenger hunts with snacks, arts materials, and other outdoor equipment for the summer.

We made 150 bags, each bag consisting of activities for 2 children. In all, we reached 300 children in New Westminster. The QSPC reached out to different community organizations, such as Queen Elizabeth Elementary, Qayqay Elementary, and the Sukh Sagar Gurdwara.



Arts and crafts
Science experiment
Scavenger hunt
Dancing
and more!

2021 CHILDREN'S
FESTIVAL
NEW WESTMINSTER

REGISTER WITH NEW WEST PARKS AND REC TO
SIGN-UP FOR A KIT WITH FUN ACTIVITIES FOR
YOUR CHILD!

June 19-20 | Register for your kit at
Virtual and hands-on | www.ourqueensborough.ca
activities! | or follow our social media to
find the registration link!

www.ourqueensborough.ca Queensborough
Special Programs
Committee

[@ourqueensborough](https://www.instagram.com/ourqueensborough)

Snapshot of Success



Name of Project or Event: **EMERGENCE: OUT OF THE SHADOWS**

Name of Organization: **SHER VANCOUVER LGBTQ FRIENDS SOCIETY**

Grant Amount: \$4,000

Date of Project or Event: January – June 2021

Location: Film shot in various locations in Metro Vancouver region including New Westminster.

Event Details:

The purpose of this project is to create a social justice documentary which will be broadcast across Canada on OUTtv and made available as a learning resource to high schools, colleges, universities, and the educational market.

Emergence: Out of the Shadows: Coming 2021

SYNOPSIS : The film Explores the taboo topic of being gay and lesbian in the South Asian community of Metro Vancouver and abroad. Kayden tells a poignant story of family rejection and self-discovery while embracing his newfound family and life. Parents and their children discuss the struggles they have endured and overcome to preserve the family through generations to come. Success often means setting aside long-established culture and tradition for compassion, love, and acceptance.



Snapshot of Success



Name of Project or Event: New Westminster Cancer Patient Transportation

Name of Organization: Volunteer Cancer Drivers Society

Grant Amount: \$1,750

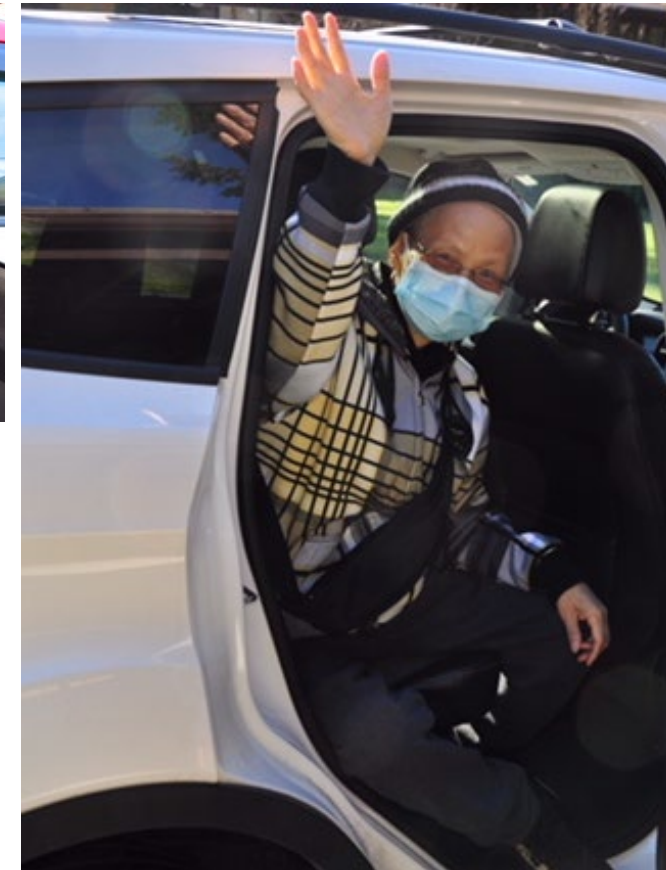
Date of Project or Event: Ongoing throughout 2021

Location: New Westminster

Event Details:

Complimentary transportation for New Westminster cancer patients battling cancer

Our volunteer drivers pick up patients at their home, take them to their treatment appointments, wait (often up to 4 hours) and then drive them safely back home.



- 2021 (First 7 Months)
- 748 Rides
 - 827 Volunteer Hours
 - 11,295 kms driven

Snapshot of Success

Name of Project or Event: 11th Queensborough Shoreline Cleanup

Name of Organization: **Queensborough Special Programs Committee**

Grant Amount: **\$2800.00**

Date of Project or Event: **September 19 2021, and April 22 2021**


Location: **Queensborough, South Dyke Road and Foreshore**

Event Details: Our Fall cleanup was a great success, we had 30 volunteers, including over 10 children, come out to help us pick up trash, dig and cut invasive blackberry, plant crocus bulbs and other plants in our pollinator garden in Thompsons Landing Park. Thank you to city parks staff for providing wood chips and willow trimmings for weaving into the garden. Also for providing bins and a truck for the invasives and garbage. We filled 2 large totes and had a large pile of styrofoam pulled from the river and foreshore, as well, several bags of refundables were retrieved. We had a bird seed ornament craft which was great fun for the youngsters when they got bored of picking up trash.

We also had a Earth Day cleanup, where we provided gloves and garbage bags for the members of the community to do their own self directed cleanup throughout Queensborough. It is hard to judge the success of this event, the bags and gloves were picked up over several days, but we had no feedback from participants. Can we assume no news is good.

We borrowed pickers from NWEF, and they were very popular. We used the Great Canadian Shoreline Cleanup website to get signups and to promote the event. We provided some tools and gloves and garbage bags, and of course snacks, as these volunteers are very very dedicated and hardworking and need sustenance!

The girls confirmed the birdseed was edible, but needed salt.




**EARTHDAY
CLEANUP
CHALLENGE**

**Join Your Community To Clean Up
Our Queensborough Streets
on Thursday, April 22 (all day)**

**Wear a funny hat so we all know you are in on the fun!
Take photos of your cleanup adventures and treasures
and post them on Instagram #QBcleanup2021
or Facebook (www.facebook.com/QSPC.org)**

- pick up bags and gloves from the Queensborough Community Centre
- Please do not include your house hold garbage, or items from private property, this is a community initiative of beautification and awareness of public spaces
- Take all garbage home and dispose of in your household waste or 'recycle'
- Practice Social Distancing and follow all Health Guidelines

 Thank you to the City of New Westminster for providing us with an environmental grant for the 11th year. More information, call QCC, 604-525-7388 or email queensboroughspecialprograms@gmail.com

740 People Reached 68 Engagements **Boost Post**

2 8 Comments 3 Shares



For a Healthy Fraser River

**11th ANNUAL QUEENSBOROUGH
SHORELINE CLEANUP**

SUNDAY, SEPTEMBER 19th, 10:00 AM TO 1:00 PM

Embraced by a Caring Community

Meet at Thompsons Landing Park
(South Dyke Road at Dockside Ct.)

- ☀ Snacks and Refreshments Provided
- ☀ Kid's Craft - Bird Seed Ornament
- ☀ Garbage Pick Up, Invasive Plant Removal, Native Plantings
- ☀ Please bring your own rakes, shovels, clippers, pruners, buckets, hats and boots.
- ☀ Work gloves, latex gloves and garbage bags will be available
- ☀ Bring the whole family, rain or shine!
- ☀ Physical distancing and contact collection in effect.

Sign up on the day or pre-sign up at the Great Canadian Shoreline Cleanup:
<http://shorelinecleanup.ca/cleanups12zmz>
More Information, call QCC, 604-525-7388
or email: queensboroughspecialprograms@gmail.com
or visit [facebook.com/QSPC.org](https://www.facebook.com/QSPC.org)

Thank you to the City of New Westminster for providing us with an Environmental Grant for the 11th year.

Snapshot of Success

Name of Project or Event: COVID-19 Care Wellness Backpack Project

Name of Organization: Royal Columbian Hospital Foundation

Grant Amount: \$10,000

Date of Project or Event: 2021/2022

Location: Royal Columbian Hospital – 330 East Columbia St, New West

Event Details:

Thanks to the support of the City of New Westminster and the Telus Future Friendly Foundation, we were able to purchase supplies for our wellness backpacks this spring. Our goal is to build trust and rapport with individuals served by RCH who are homeless or displaced, and who may need further support with their mental health or substance use challenges. The backpacks allow them access to basic needs while they await for supports to be put in place.

The backpacks included supplies to prevent the spread of COVID-19, including hand sanitizer, masks, and gloves. They also included additional items like washcloths, bandaids, mittens, and craving kits with snacks, stress balls, and other distractors for those who are struggling with addiction. Our clinical team hopes that the backpacks will enable patients to walk with dignity regardless of their circumstances.

To date, our clinical team has produced over 300 backpacks. However, the backpacks have yet to be distributed significantly because summer is typically a time when individuals who are experiencing homelessness do not directly seek assistance. Good weather means that they don't have immediate needs for additional supplies (like warm clothing). Our clinical team expects that they will be distributed rapidly when the cool, rainy weather arrives, and that the impact of this project will be amplified in the fall and winter months.



Snapshot of Success



Name of Project or Event: Volunteer-led Community Groups U Babies and U Seniors

Name of Organization: Umbrella Multicultural Health Cooperative

Grant Amount: \$30,000

Date of Project or Event: Ongoing whole year 2021

Location: Virtually on Zoom and Viber group calls

Event Details:

Volunteer-led community groups were established to build volunteer and community capacity.

U Babies is a support group for new immigrant Latin American mothers pregnant and with babies < 2 y. It aims to connect and support women during the critical challenges of motherhood in Canada, a new social and health system.

U Seniors is a peer support group for the Afghan community. The purpose is to connect seniors to overcome isolation while doing crochet and knitting.

Both groups meet twice a month over Zoom and outdoors for U Babies, and on group Viber calls for U Seniors for a rich sharing of experiences, health topics learnings and discussions, as well as the needed accompaniment during this period of adaptation to pandemic regulations.



Now on Zoom
or outdoors!



Umbrella Babies

Conversations among friends

It's free!

Do you speak Spanish?
Do you have a baby < 2 y?
Are you pregnant?
This group is for you Join us!

- We invite you to talk and share and about relevant topics for you!
- Safe and friendly space
- Healthy snacks included



Peer support group open to moms with babies, pregnant moms, grandmas, sisters and friends!

Where 715 Carnarvon St
New Westminster

When Fridays 10:30 am to 12:30 pm

Information Laura 778. 316.8105
Irene 778.814.5496

Umbrella Multicultural Health
Co-op



Supported by: NEW WESTMINSTER

Snapshot of Success



Name of Project or Event: Parading in Place: Drive-By Parade

Name of Organization: Hyack Festival Assoc.

Grant Amount: \$27,329 (\$4000 Cash + \$23,329 City Services)

Date of Project or Event: May 29th, 2021

Location: 820 6th St, New Westminister, BC V3L 3C8

Event Details:

This year the Hyack International Parade went local! We adapted our beloved parade into what we called a Drive-By Parade. This event took place on May 29th from 11am-5pm and included: musical entries, giveaways, parade floats and much more all from the comfort and safety of your own car.

The purpose of the event is to allow for the community of New Westminister to safely participate in a parade where they will drive through and enjoy a festival atmosphere.

We estimated 700-800 cars in attendance and we received many positive comments the day of and afterwards!

“Great Job putting together the drive by parade under the circumstances” – Daniel Rohloff

“Thanks for the fun swag bag! LOVE the Hyack Pin” – Janet Kvammen



NEW WESTMINSTER
Parading in Place
DRIVE-BY PARADE
FREE FAMILY FUN!
MAY 29TH
11:00AM - 5:00PM
N.W.S.S. PARKING LOT
820 6TH ST.
PRESENTED BY
Hyack FESTIVAL ASSN.

SPONSORS:
NEW WESTMINSTER
Ann's
NewWestminister
RECORD
Global BC

UPCOMING EVENTS
Parading in Place SHOE BOX PARADE
Parading in Place PORCH PARADE
DEADLINE - AUG. 27TH **JUNE 18 - JUNE 28**

FOR DETAILS, PLEASE VISIT:
PARADINGINPLACENEWEST.COM

Snapshot of Success



ARTS COUNCIL
of NEW WESTMINSTER

Name of Project or Event: Bringing Community Together Through the Arts

Name of Organization: Arts Council of New Westminster

Grant Amount: \$ 34,697; \$5,303 City Services; Year 3 of 3.

Date of Project or Event: Ongoing, year-round

Location: The Gallery at Queen's Park and multiple locations

Event Details:

The ACNW has spent 2021 fulfilling our mission to promote opportunities for community to come together through the enjoyment and experience of arts and culture within New Westminster. We act as an information and resource centre for artistic and cultural projects, facilitate arts and cultural events in New Westminster, and provide advocacy and representation of the arts at all levels of government. In response to the COVID-19 pandemic, we mobilized quickly to support artists and arts-based businesses and organizations through information and resource sharing. Our programming reaches participants at all socio-economic levels, and we implement low-barrier art programs that are open to all members of the community. Further, our programs seek to address youth dynamics in our community, support emerging artists, and serve the entire community. In accordance with Provincial Health Orders, we quickly moved our programming and services to digital delivery. We remain committed to supporting the visual, literary, and performing arts in New Westminster.

A large vertical poster for the Cedar Sage & Sweetgrass exhibition. It features a stylized illustration of a woman's face with a red headband and a yellow necklace. The text on the poster includes:

THE GALLERY AT QUEEN'S PARK
Presents
INDIGENOUS ART GROUP
CEDAR SAGE & SWEETGRASS
Group Exhibition
July 2 - July 25, 2021
Opening Reception:
Saturday, July 3, 1pm
Including the
Wild Moccasin Dancers
1pm to 2pm
Gallery Hours:
Wednesday - Friday 10am to 2pm
Saturday - Sunday 11am to 4pm
visit acnw.ca/gallery
#ArtsNW | @ArtsCouncil NW

Logos for Arts Council of New Westminster, Indigenous Art Group, and Minuteman Press are also visible.

Snapshot of Success



Name of Project or Event: The Butterfly Room

Name of Organization: Monarch Place

Grant Amount: \$3,500

Date of Project or Event: All Year

Location: New Westminster

Event Details:

COVID 19 has been tough on kids, particularly those who live in a family that has been scarred by domestic violence.

The purpose of the Butterfly Room project is to provide opportunities for these children who have witnessed abuse to experience fun childhood activities and build safe and trusting relationships with supportive adults. They often don't have the opportunity to have a happy "childhood". Normal experiences including fun, creative play, and access to activities are often beyond the scope of the child's family to provide during a time of crisis. Our goal is to break the cycle of family violence through the provision of support, education, and exposure to the model of a healthy balanced lifestyle within a caring community.



Snapshot of Success

Name of Project or Event: Protecting and enhancing museum exhibits at the Royal Westminster military museum

Name of Organization: The Royal Westminster Historical Society

Grant Amount: \$2500.00

Date of Project or Event: 2021

Location: The Royal Westminster military museum

Event Details:

The grant was requested in order to accomplish 2 things:

To protect existing museum artifacts, both those currently on display and those in storage, by installing dehumidifiers with monitoring.

To improve the viewing experience of displays by modernizing the lighting, and using inert background materials for display purposes. This also had the benefit of correcting harmful lighting that was adding to the deterioration of artifacts, and reducing electrical use by using LED lights throughout.

Photo#1 shows dehumidifier situated amongst display items, with improved lighting in display case behind.

Photo#2 shows gauge on inside of a newly climate controlled display case



Snapshot of Success



Name of Project or Event: Quest New West

Name of Organization: Downtown New West

Grant Amount: \$5,000

Date of Project or Event: July 2021

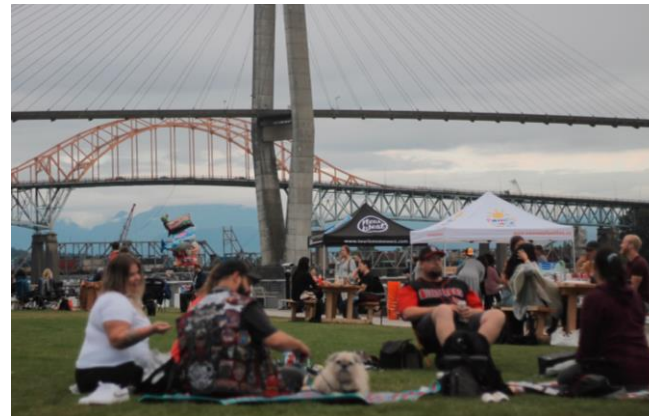
Location: Downtown New West

Event Details:

Quest New West returned in 2021 to provide another opportunity for residents and visitors to explore Downtown New West. Each week introduced family-friendly challenges, highlighted local restaurants, and featured a weekly pop-up event with live music and giveaways.

Pop-ups were held in various Downtown New West locations; Pier Park, Quayside Boardwalk and the courtyard on Columbia Street. Feedback from participants was overwhelmingly positive, and included:

- We really enjoyed the quest -- one of them was a really nice challenge. Keep up the good work!
- Thank you for organizing another super fun #QuestNewWest! Looking forward to next year's event! 😊
- Friday's pop-up at Pier Park was great! Loved the music and free flowers. The sidewalk check-in stickers this year are also a great idea! It's nice to know that you're on the right track. :)



Snapshot of Success



FAMILY SERVICES
of Greater Vancouver

Name of Project or Event: Holiday Campaign

Name of Organization: Family Services of Greater Vancouver

Grant Amount: \$5,000

Date of Project or Event: Oct 2020 – Jan 2021

Location: Online

Event Details:

The Holiday Campaign in New Westminster in 2020 supported 554 individuals, including 209 adults, 292 children, and 53 seniors.

Over half of the participants in the 2020 campaign were new to the program, at 55%, while 45% had been connected to the program in a previous year. The intake process gives families a chance to connect to additional supports, and last year, FSGV made 282 referrals to other community supports and services, including 76 for programs for families with children, and 60 for food security.



Every year, the Caring Neighbours Holiday Campaign program provides support for food and gifts to low income families with children and seniors (55+) living in the City of New Westminster.

This year, things are a little different. We will be providing gift cards for eligible seniors and families. Registration begins November 2 and ends November 30, 2020.

Who qualifies?

- A. You live in New Westminster and your household's income is at or below the low-income standard.
- B. You are not registered with any other Christmas program this year.
- C. You have an email or a phone number where you can be reached.
- D. You have one or more children living with you under the age of 18; or if you are a senior (55+).

What do I have to do?

* Fill out an online application at fsgv.ca/caringneighbours-nw-2020 and submit your documents

* Be reachable in case we need to contact you.

What documents do I have to show?

1. Proof of your address. It must be no more than three months old and show your name and current address in New Westminster (phone bills, bank statements, Hydro Bills etc.)
2. Official proof of income for all adults 19 and older in the household (Notice of Assessment 2019) or latest deposit slip from Government Assistance.
3. Photo ID for all the adults in the household (age 19 and older) or Care Cards for all the children in the household.

Important:

- * If you can't fill the application online, you need to make an appointment by calling 604 525 9111
 - * Registering early does not ensure participation in the program. Priority is given to those who are on the waiting list.
- DUE TO COVID WE ARE NOT ACCEPTING DROP-IN THIS YEAR, YOU MUST CALL US TO MAKE AN APPOINTMENT.**



Snapshot of Success



FAMILY SERVICES
of Greater Vancouver

Name of Project or Event: Vital Connections Seniors Counselling

Name of Organization: Family Services of Greater Vancouver

Grant Amount: \$11,500

Date of Project or Event: Full year

Location: Century House

Event Details:

The Vital Connections program provides free confidential counselling for all people 50+ in the New Westminster area. Vital Connections supports seniors who are struggling with life transitions and finding new meaning, grief and loss, loneliness, isolation depression and anxiety, declining health, and relationship challenges. The counsellor, Jaynie Miller, works in close partnership with Century House to facilitate referrals to the Vital Connections program. Over the course of the pandemic Jaynie has continued to provide phone and virtual counselling and more recently, has offered in-person counselling.

Vital Connections has also partnered with FSGV's community programs to create Cooking for Healthy Grieving Program for people coping with loss of a loved one.

Services

GO! GET! GIVE!

EMOTIONAL HEALTH CORNER

COUNSELLING PROGRAMS

Are you going through a difficult time? We can help! Century House has free confidential support for all people 50+ in the New Westminster area (membership not required).

- ~ Life transitions and finding new meaning
- ~ Bereavement and loss
- ~ Depression and anxiety
- ~ Family matters
- ~ Loneliness
- ~ Declining health

There are two counselling programs offered:

1. SENIOR PEER COUNSELLING

Trained senior volunteers provide one-on-one telephone support or zoom support. Senior Peer Counsellors will be there with you when you are feeling disheartened or dispirited. Please leave a message for our Counselling Support Consultant who will call you, listen to your concerns and connect you with an experienced Senior Peer Counsellor. Senior Peer Counselling is totally dependent upon donations for the running of their program. Our counsellors are dedicated trained volunteers who support people through life transitions, for example, bereavement, loneliness/isolation due to a move, and loss of friends or health, caregivers who need to talk to an empathetic listener. 604.519.1064 ext. 1.

2. VITAL CONNECTIONS

Family Services of Greater Vancouver has committed to work in partnership with Century House to offer the Vital Connections Counselling program. Vital Connections offers accessible counselling services to seniors and their family members with a counsellor available on Wednesday and Thursday. New referrals are welcome to leave their name and contact number on the Vital Connections voicemail (604.519.1064 ext. 2).



SENIOR PEER COUNSELLORS NEEDED

The Senior Peer Counsellors' Program is seeking warm and compassionate volunteers to assist adults 50+ in our community. There are no educational requirements as we believe life has been your teacher.

You will receive 11 weeks of training beginning in January 2022. Training will be on the Zoom platform and includes approximately 44 hours, plus an additional 10+ hours of pre-reading. You will learn to offer emotional support to peers who are going through a "rough patch" and need someone to listen.

After the Zoom class training, there is an eight-week internship which includes consultation with a professional counsellor as you support your first client. There are ongoing support meetings with the professional counsellor, thereafter.

We ask you to commit to the program for one year. This includes attending the training sessions, the weekly support classes, and meeting with at least one client for one hour a week during this one-year period.

For more details about the Senior Peer Counsellors' Program and the Zoom training, please register by calling Pat or Elizabeth at 604 519 1064, ext 1 and leave a message or email: info@chspsc.ca

Snapshot of Success



FAMILY SERVICES
of Greater Vancouver

Name of Project or Event: Vital Connections Seniors Counselling

Name of Organization: Family Services of Greater Vancouver

Grant Amount: \$12,500

Date of Project or Event: Full year

Location: New Westminster Youth Centre

Event Details:

In May we welcomed our new youth counsellor, Catherine Aoyama. Catherine brings a wealth of experience in education and supporting youth, and has strong connections in the New Westminster community. In her short time with the program, Catherine has been able to significantly raise the profile of the Youth Counselling program, and she frequently connects with other youth-serving community agencies. Youth in this program are working on anxiety, stress, relationship challenges, isolation, & COVID.



YOUTH DROP-IN SCHEDULE						
Effective September 4, 2021						
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
YOUTH CENTRE • 620 Eighth Street • 604.515.3801 • 13 - 18 years						
Youth Drop-in 3:15 - 9:00 pm	Youth Drop-in 3:15 - 9:00 pm	Youth Drop-in 3:15 - 9:00 pm	Youth Drop-in 3:15 - 9:00 pm	Youth Drop-in 3:15 - 11:00 pm	Youth Drop-in 3:15 - 11:00 pm	
Leaders in Training 5:00 - 6:30 pm	DJ Program 3:30 - 5:30 pm	Tea Talk 6:30 - 8:00 pm	Music Scene 6:30 - 8:30 pm	Fresh Friday 3:15 - 11:00 pm	Retro Video Games 3:15 - 11:00 pm	
QUEENSBOROUGH COMMUNITY CENTRE • 920 Ewen Avenue • 604.834.0319 • 13 - 18 years						
		DJ Program 4:00 - 6:00 pm (11 - 13 years)		Basketball 5:00 - 10:00 pm		
				Youth Drop-in 5:30 - 10:00 pm		
FRASER RIVER MIDDLE SCHOOL • 800 Queens Avenue • 604.834.0320 • 11 - 13 years						
GLENBROOK MIDDLE SCHOOL • 701 Park Crescent • 604.834.2007 • 11 - 13 years						
QUEENSBOROUGH MIDDLE SCHOOL • 833 Salter Street • 604.834.0319 • 11 - 13 years						
Specialty Sampler 3:15 - 5:15 pm (See page 12)		Leaders in Training 3:15 - 4:15 pm		Youth Drop-in 3:15 - 9:00 pm		
		Youth Drop-in 4:15 - 5:15 pm				
NEW WESTMINSTER SECONDARY • 820 6th Street • 604.515.3801 • 13 - 18 years						
				Badminton 10:00 pm		

Visit the New Westminster Parks & Recreation website for more details and registered programs for youth.



Snapshot of Success



Name of Project or Event: 2020/2021 Season

Name of Organization: Massey Theatre Society

Grant Amount: 70,000

Date of Project or Event: Year Round

Location: 735 Eighth Avenue

Event Details:

The Massey Theatre was active once again throughout the year despite the pandemic and its significant impact on traditional / usual business. The theatre was used for nine months of the year by performances for small audiences of 50 as well as for filming and streaming of community and professional arts performances and essential gatherings such as Indigenous community meetings, language and culture programs and for activities supporting the social, mental and physical wellbeing of youth. Due to the Society's capacity it was able to fill venue and programming gaps throughout the region resulting from the pandemic.

There were no instances of Covid 19 among the staff or transmissions at events at Massey Theatre during the pandemic. The Society continued in its role of activating and inspiring community members and organizations through hosting and enabling the arts, culture and social gatherings inside and outside with numerous partners. We enter the fall with a return to in person gatherings and performances. Staff were able to advance organizational developments for the future and raise funds for facility upgrades and equipment as well as implement a more robust programming and operational plan for the long term future of the arts centre.



Credit: Immigrant Lessons, Artistic Director Kevin Fraser



Credit: Ballet BC, Artistic Director Medhi Walerski

A promotional poster for a performance. It features a close-up photograph of a woman with dark hair, wearing a white, strapless dress. She is looking slightly to the side with a thoughtful expression. In the bottom right corner, there is a red circular graphic with white text that reads "ONLY 50 TICKETS AVAILABLE PER SHOW". Below the photograph, the text reads: "MASSEY THEATRE NEW WESTMINSTER FALL CONCERTS 2020", "CHANTAL KREVIUZUK" in large red letters, "OCTOBER 28-31, 2020", and "7:30PM".

Snapshot of Success

Name of Project or Event: Chamber of Commerce Digital Marketing Recovery Program

Name of Organization: New West Chamber of Commerce

Grant Amount: 13,000

Date of Project or Event: Jan 2020-Dec 2021

Location: N/A

Event Details:

Harness volunteers to provide digital marketing support services to local businesses and organizations. Covid has exacerbated the need for businesses to have a basic digital marketing/communications strategy but those businesses may not have the skill set to implement this.

Goals for 2021:

- 10 Volunteers are trained to deliver the Services - Met by Sept 2021
- Implement 1 or more of the described services for a minimum of 10 eligible Participants. - Met by Sept 2021
- A List of Local Digital Marketing Professionals is Compiled and Shared with Participants - Met by Sept 2021



(est. 1883)

Digital Marketing Volunteers for Business Recovery

Brought to you by the City of New Westminster & the New Westminster Chamber of Commerce.

Program:

Provide FREE help to your organization for online marketing support and strategies to help your business grow. The program will run from August to November 2021.

Why you should Participate:

Want to have your business seen on Google? Communicate with your customers via email? Have a simple website? If so – this program is for you!

All organizations can benefit from basic digital marketing strategies, but many organizations do not have the expertise or time to implement these strategies. You will receive FREE digital marketing services from this program which will help grow your business.

Services you can receive:

1. Setting up a Google Business Listing (Be seen on Google)
2. Adding Meta Tags to Existing Web Pages (Make it easier to find you on Google)
3. Marketing Elements Added to Email Signature (Add links to your social media or website)
4. Business Added to Free Online Listings
5. Adding Google Analytics to Existing Website
6. Basic 1 Page Brochure Style Website (using Wix or equivalent)
7. Setting up Online Appointment Booking (Calendly or equivalent)
8. Email List Set Up + Online Lead Capture

Outcomes for You:

1. Increased Website Traffic
2. Subscribers to Email List
3. More Positive Online Reviews
4. Greater Online Search Visibility
5. Greater Knowledge of Digital Marketing Strategy.

Eligibility:

- You are a business owner (including artists) or organizations (including for profit and not for profit) who maintains an address in the City of New Westminster

How to Register:

- Click on 'Join Here' and fill in all required information on the google form and submit it to us and we will be in touch with you!

[JOIN HERE](#)

#205 - 810 Quayside Drive,
New Westminster, BC V3M 6B9

604-521-7781
NewWestChamber.com

Snapshot of Success



Name of Project or Event: New West Family Place Satellite Around New West

Name of Organization: New Westminster Family Place

Grant Amount: \$14,000

Date of Project or Event: Year 3/3

Location: Originally at **Plaskett Gallery, Queen's Park. Lord Kelvin**

Event Details:

In our pre-Covid programming we were offering programming in 3 locations around New West. During Covid we pivoted to a program where we offered outdoor programming 5 days/week in Hume, Pier Park, Moody, Port Royal and Queen's Park. We also offered 100s of hours of live programming like Circle Time, Coffee Time, and live interviews with child development experts. We also pivoted to providing 100s of hours of individual outreach via social media, texting and phone calls – we even mailed letters to some of our families. We provided 1,450 individual activity packs for the families in our community. We are so proud of the dozens of times that we had to pivot to in person and then back to virtual then in person again! We really provided excellent service to families in our community – for their urgent needs, their mental health support and the biggest thing we were missing – the connection!



Snapshot of Success



Name of Project or Event: Homelessness Coordination Services

Name of Organization: NW Homelessness coalition Society

Grant Amount: \$16,500

Date of Project or Event: Ongoing/October 2020

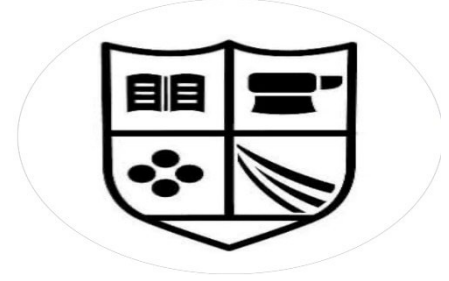
Location: New Westminister

Event Details:

While the annual CPG funds coordination services throughout the year, each year Homelessness Action Week provides an opportunity to engage a wide variety of organizations and community members. This year was incredibly different because COVID-19 made us re-think how we could support the most vulnerable in our community while also celebrating our work and raising awareness of homelessness issues. Our inability to bring people together in large groups had a definite impact on the feel of the week, but thanks to our member organizations we saw a wide variety of activities happen. These included: 3 immunization clinics, a dental care clinic, a takeaway Thanksgiving Lunch, a Community Dialogue event hosted by Purpose, a walk-through Homelessness Awareness event hosted by Lookout, and a World Food Day Local Food Heroes campaign. We also promoted all the local meal programs and health clinics (low-barrier at Purpose, Dental at E Fry), and provided organizations with donated cloth masks, and a variety of items to give away to vulnerable community members.



Snapshot of Success



Name of Project or Event: New Westminster May Day
New Westminster May Day Community

Name of Organization: Association

Grant Amount: \$5400.00

Date of Project or Event: May 29, 2021

Location: New Westminster

Event Details:

May Day is an expression of intangible cultural heritage and thus a manifestation of human creativity that reflects humanity's cultural diversity. <https://ich.unesco.org/en/what-is-intangible-heritage-00003>

No other festival of its type has continued for as long as New Westminster's May Day has, in all the British Commonwealth of Nations nor likely, in all the world.

No other City annually fills a stadium with hundreds of elementary school-aged May Pole dancers who as they dance weave May Pole ribbons into spiderweb-like patterns.

The May Pole dances have been taught to thousands of students by hundreds of teachers for 149 years.

Countless New Westminster citizens who danced the May Pole dances as children can still remember the dance steps, though they may need the music to remind them.

"The viability of intangible heritage practices relies on the ongoing transmission of the special knowledge and skills that are essential for their enactment or embodiment. Safeguarding ICH means ensuring its viability among today's generations and its continued transmission to tomorrow's." <https://ich.unesco.org/en/transmission-00078>

As an Association we determined to redirect our efforts this year to creating community engagement virtually and through arts mediums by virtue of contests and to support awareness host a float in the Hyack Festival drive-by parade. Our virtual May Day story this year focuses on the children of May Day, their perception and appreciation for New Westminster as well as for May Day and all against the backdrop of a global pandemic. Each elementary school in New Westminster is represented by two May Day reps and so the video has broad and lasting historical and cultural value and appeal.



Snapshot of Success



Name of Project or Event: A Season of Music Concerts

Name of Organization: New Westminister Symphony Society (NWSS)

Grant Amount: \$5,000

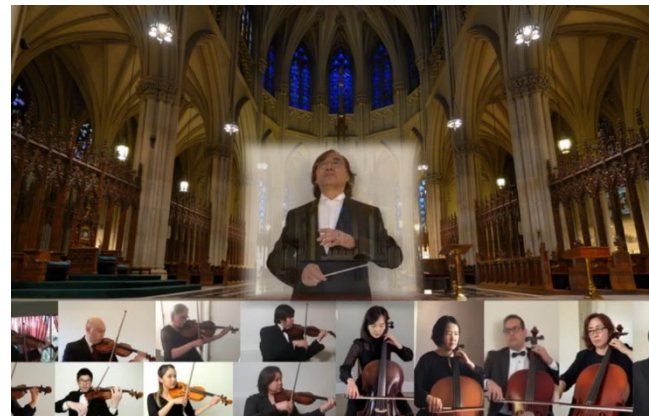
Date of Project or Event: 2020-2021

Location: New Westminister/Virtual

Event Details:

In the midst of the current Covid-19 pandemic, the New Westminister Symphony Orchestra has cancelled all in-person rehearsals and live performances. In order to adapt to current restrictions, we have curated several virtual performances featuring our musicians. As well as a collaborative video with the Delta Police Pipe Band.

The NWSS acknowledges the support of New Westminister City's Community Grant. This funding proves essential in ensuring the continuity of our programs, despite the many challenges from the everchanging impact of Covid-19.



Subscribe to our channel!

Snapshot of Success



Name of Project or Event: New Westminister Youth Ambassador Society Program

Name of Organization: New Westminister Youth Ambassador Society

Grant Amount: \$4,000 was amount of Grant

Date of Project or Event: Fiscal Year – Sept. 1/20 to Aug. 31/21

Location: Throughout City of New Westminister

Event Details:

- October 17 & 18 – New Westminister Cultural Crawl
- October 30 & 31, November 1, 6, 7 & 8 – selling poppies for the Royal Canadian Legion New Westminister
- November 10 – place wreaths at the Cenotaph in preparation for Remembrance Day
- November 11 – removing the wreaths from the Cenotaph and laying them on soldier's graves at the Fraser Cemetery in New Westminister.
- May 8 – assisting Royal City Gogos at their hanging plant sale.



Want to represent your city and travel?

Want to become part of a Team?

Looking for mentorship and leadership growth?

Have the opportunity to earn grants toward post-secondary education?

Want the opportunity to contribute to your community?

Earn volunteer credit hours for school?

NEW WESTMINSTER YOUTH AMBASSADOR SOCIETY
Phone: 604-524-5675 • Fax: 604-524-5643
Email: nwyas@shaw.ca • Website: www.nwyas.org

Our Sponsors:



New Westminister Youth Ambassador Society
Winner of the best Community Service Organization



Snapshot of Success



Name of Project or Event: This is the last year of a three year grant of \$5,000 per year

Name of Organization: Royal City Humane Society

Grant Amount: \$15,000 for three years

Date of Project or Event: 2021

Location: New West, BC

Event Details:

Some examples of veterinary costs per pet in 2021:

SMUDGE, a senior female cat with urinary problems (no picture) \$600 for diagnostic X-ray, blood and urine tests plus medication

GYPSY, a little dog with an ear infection (no picture)

RCHS donated \$500 for diagnostics and medication

RCHS community assistance:

13 each LD spays and neuters

\$14,790 spent on vet, meds and food

Additionally, RCHS currently assists with 22 pets in foster homes.



**'Tis the season
of remembering
and caring and sharing
and giving.**
♥♥♥♥♥
Please don't forget the animals!

RCHS helps low-income/senior citizens of New Westminster with low-cost spays & neuters plus care & vet services for cats in foster homes. Won't you help us help? Thank you. 🐾

Find us at CanadaHelps.org
giving made simple.

or send your cheque to:
The Royal City Humane Society
PO Box 47243, Royal City PO
New Westminster, BC V3L 0A5

Owner Assistance (1/1/2021-8/31/2021)	
Food	\$794.00
Meds	\$576.00
Veterinary	\$13,420.00
Total	\$14,790.00

Snapshot of Success



Name of Project or Event: Organized Soccer

Name of Organization: Royal City Youth Soccer Club/ New West Soccer Club

Grant Amount: \$8,000

Date of Project or Event: September 2020 – August 2021

Location: New Westminster

Event Details:

The Royal City Youth Soccer (RCYSC)/New West Soccer Club (NWSC) is an established sports organization that has operated in the city of New Westminster since 1965. In the regular season, RCYSC/NWSC offers House and Select level programs for athletes 4-18 years of age and Skills Enhancements Programs for athletes 7-18 years of age. The club also offers Spring and Summer skills programs and camps from April to August.

Thank you to the city of New Westminster in helping us be able to provide programs to 1,500 registrants this past year!

Thank you to our partners: Kal-Tire and Suki Sadhre Realty!



NEW WEST SC

Summer Soccer Camp!

\$150 Per Person

Aug 9-13th
Queensborough Middle School
Ages 4-12
Boys & Girls 9am-12pm

REGISTER TODAY: NEWWESTSC.CA

Big thank you to our sponsor!

Suki Sadhre Realty
Real Estate Services
1000 West 10th St.
New Westminster, BC V6V 1C7
www.sukisadherealty.com

Snapshot of Success

Name of Project or Event: Indigenous Theatre, Music & Media

Name of Organization: Savage Production Society

Grant Amount: \$5000

Date of Project or Event: June 21 - August 20 2021

Location: Vancouver, BC

Event Details:

National Indigenous Peoples' Day - distributed a "how to" Video on our social media, accompanied by a small offering Of music and dance by featured artists.

The Visiting Project - a space/place of gathering kin from all Nations across Turtle Island. 9 youth were guided on a 3 hour Cultural Canoe Journey by host member of the Tsleil-Waututh Nation, Les George, who shared songs, stories and legends of The Burrard Inlet and Indian Arm.



Snapshot of Success

Name of Project or Event: Seniors Housing and Support Programs

Name of Organization: Seniors Services Society of BC

Grant Amount: \$75,000

Date of Project or Event: Ongoing

Location: New Westminister, BC

Event Details:

Seniors Services Society of BC has worked diligently to maintain its programs and services throughout the pandemic. In fact, one of the greatest needs we identified for both our housing and support services clients was Digital Literacy. We successfully launched LinkAges, where local students connected with our Temporary Housing clients to receive training on how to safely use a tablet. The client pictured is using a donated tablet for social media, emails, searches for low cost housing and connecting with social reading groups in her community. She was also successful in finding an apartment of her choice and transitioning out of our temporary housing program. Permanently housed, socially-connected, informed and nourished seniors contribute to the fabric of the community through supporting local businesses, childcare, volunteerism, taxes, and preserving history. We are grateful for the support from the City of New Westminister!



Snapshot of Success



Name of Project or Event: English Made Easy in Nature

Name of Organization: The Lower Mainland Purpose Society

Grant Amount: \$3,250 in cash and \$1,386 for City Services

Date of Project or Event: Thursday's in May/June

Location: Queen's Park picnic shelter

Event Details:

Due to the challenges with COVID-19 we were not able to specifically offer 'English Made Easy in Nature'. Instead we were able to use the funds to support other Early Childhood Development (ECD) programs in nature.

Thursday's May 13- June 24, 2021, 10:00- 12:00pm

A fun filled program where we explored nature, participated in arts and crafts, sang songs, listened to stories and much more.

Free program for families with children aged 0-6 years (older siblings may attend).

Families had an opportunity to make new friends and learn about community resources.

We dressed for the weather, as we played outside rain or shine!

Healthy snacks were provided.

Families had to register and follow COVID-19 safety guidelines.



REPORT

Legislative Services

To: Mayor Cote and Members of Council **Date:** October 4, 2021
From: Jacque Killawee, City Clerk **File:** 05.1035.10
Item #: 2021-403
Subject: **Amendments to the Procedure Bylaw 2021: Bylaw for Three Readings**

RECOMMENDATION

THAT Council give three readings to Procedure Bylaw Amendment Bylaw No. 8276, 2021

PURPOSE

To seek Council's approval to forward amendments to the Procedure Bylaw for three readings. These changes respond to recent changes in the Community Charter allowing for electronic meetings and some miscellaneous changes.

SUMMARY

This report outlines the following proposed changes to the Procedure Bylaw (Attachment 1):

- Adding definitions;
- Adding provisions for electronic and hybrid meetings of Council, committees, and commissions;
- Revising the order of the agenda, modernizing language, and linking to other city policies as approved by Council in the Spring of 2021;
- Correcting the language with regard to revising a bylaw when it is at third reading;
- Attaching guidelines for respectful language for speakers and written comments; and
- Miscellaneous changes to modernize the language used.

BACKGROUND

During the COVID-19 pandemic City Council meetings have been operating under a series of Ministerial Orders which allowed for fully electronic Council meetings; the latest version of this is MO 192/2020. The *COVID-19 Related Measures Act* allows for cities to continue operations under M192/2020 until three months after the end of the Provincial State of Emergency for the COVID-19 pandemic. The state of emergency was lifted on July 1, 2021.

In anticipation of municipalities wishing to continue with electronic and/or hybrid meetings, Bill 10-2021 was given Royal Assent on July 17, 2021 and came into force on September 29, 2021. Bill 10 provides for changes to the *Community Charter* allowing for fully electronic or hybrid meetings. Previously, only special Council meetings could be held electronically.

Guidance was received from the Province informing municipalities that the process for amending Procedure Bylaws could be started on September 29, after the changes to the Community Charter come into force.

Section 124 of the Community Charter requires that Council give notice to change the Procedure Bylaw, as set out in Section 94 of the Charter.

EXISTING POLICY AND PRACTICE

On May 17, 2021, Council instructed staff to bring forward changes to Council agendas with the goal of making them more accessible and understandable, and to implement these changes for September 2021. This will result in a change to the order of the agenda, which is set out in the Procedure Bylaw.

On June 28, 2021, Council directed staff to bring back to Council the necessary Procedure Bylaw changes to allow for virtual and hybrid meetings, and to continue with the open delegations/speakers procedures that were started during the COVID-19 Pandemic.

Amending the Procedure Bylaw requires a public notification period of approximately three weeks, depending on when Council meetings take place. To maximize the benefit of these needed changes to the Procedure Bylaw, staff are requesting additional miscellaneous changes to modernize the Bylaw.

ANALYSIS

This section provides an analysis of the proposed major changes to the *Procedure Bylaw*.

Adding Definitions

Council meetings can be confusing to many people. The proposed definitions are included to:

- Help differentiate between Council meetings and Public Hearings;
- Show that this bylaw applies to all types of Council meetings, as well as Commissions, select (advisory), and standing committees;
- Add definitions to include "electronic meetings" and "hybrid meetings" so that there is a clear vocabulary.

Electronic and Hybrid meetings

Electronic Council meetings and electronic participation by members of Council and committees are permitted so long as the provisions for them are set out in the *Procedure Bylaw*. Staff are recommending replacing the section that deals with electronic meetings to meet the changes to the *Community Charter*, specifically sections 128 to 128.3, to provide flexibility to Council in their electronic participation.

In the interests of fostering Council cohesion, meetings with a full Council physically present will take place a minimum of six times per year. This will include the Inaugural Council in election years and the Parcel Tax Review Panel when it takes place.

Part 8 has been retitled to "Committees and Commissions", and wording added in a new section 35, to allow for electronic and hybrid meetings to apply to standing and select committees and commissions, unless other procedures are specified in a bylaw relating to those bodies.

Speakers

In order to make procedures more understandable, staff propose changing the term "Public Delegations" to "Speakers" to better explain what occurs in a Council meeting. Pursuant to Council's direction on July 28, 2021, the procedures used for speakers during the COVID-19 pandemic have been formalized and attached as Schedule A to the amending bylaw (Attachment C), specifically:

- Speakers will be heard at each Council meeting when there is not a public hearing or other opportunity to be heard;
- There will be a limit of 10 speakers at each Council meeting;
- Speakers must pre-register and can participate in person or electronically (by phone or computer/smart device); and
- Provides general guidelines for speakers on what constitutes respectful language.

"Schedule A" will apply only to Council meetings and will not apply to public hearings.

Speaker's procedures for signing up to speak to Council and requirements will be posted on the City's website.

Since speakers will be required to sign up by noon the day of the Council meeting, Section 15(1)(e) is proposed to allow the Mayor or the Chair of a Council meeting to start hearing speakers before 7 p.m. if all speakers are present at the meeting. This will allow Council

to make the best use of their time, and to enable people present to speak in a timely fashion, rather than waiting unnecessarily.

Modernizing Language, Improving Accessibility and Linking to Other City Policies

Some of the language in the existing *Procedure Bylaw* is outdated. In order to emphasize inclusivity and accessibility, staff propose the following changes:

- Adding the ability to verbalize a vote in support of or against a motion, for members who may not be able to raise their hand;
- Removing the honorific "Your Worship" along with references to "Mr." or "Madam" Mayor in favour of the neutral terms "Mayor", "Chair", and "Councillor".

The proposed changes also require Council members and members of committees, commissions, boards, and panels to follow the *Respectful Workplace and Human Rights Policy* and the *Standards of Conduct*. Council members also follow the *Council Code of Conduct*. These documents are the basis of respect in the City and it is reasonable to tie member expectations to them, as members, elected or appointed, all represent the City.

Miscellaneous Changes

There are a number of miscellaneous changes, including:

- Changing an instance of "Chief Administrator" to "Chief Administrative Officer";
- Changing the order of business in agendas to the new one recently approved by Council;
- Adding 13(3) to allow staff to remove agenda headings if they have no items associated with them;
- Changing 26(3) to comply with Provincial legislation regarding readings and approval of bylaws; and
- Clarifying the wording in section 26(4).

NEXT STEPS

Following Council approval of this report, staff start the public notice period by requesting written comments on the proposed changes and putting this notice on the City's website, on the notice board at the north entrance of City Hall, and advertising in *The Record* on October 7 and 14. These steps comply with the notice requirements of section 94 of the *Community Charter*.

Staff will then bring the bylaw for adoption on October 18.

It should be noted that since the emergency provisions guiding Council meetings expire on September 29, and the new bylaw cannot be adopted until October 18, the existing *Procedure Bylaw* requires that a quorum of Council (four members, including the Chair) is required to be present at any Council meetings until these changes are adopted. These meetings include:

- The Open Workshop, Closed and City Council meetings on October 4 and 18;
- Any special council meetings scheduled in that time.

The same requirement will apply to Advisory Committee meetings; Chairs will need to attend those meetings in person, or have someone else who is physically present chair those meetings.

SUSTAINABILITY IMPLICATIONS

The proposed changes to the Procedure Bylaw may help meet Bold Step 1 by reducing the number of trips to Council and Committee meeting locations by members.

FINANCIAL IMPLICATIONS

There will be a nominal cost for advertising in *The Record*. Source of funds will be the Legislative Services 2021 budget.

INTERDEPARTMENTAL LIAISON

The Manager of Legal Services was consulted on this report.

OPTIONS

1. THAT Council give three readings to Procedure Bylaw Amendment Bylaw No. 8276, 2021.
2. THAT Council provide other direction to staff.

ATTACHMENTS

- Attachment 1 – Council Procedure Bylaw Amendment Bylaw No. 8276, 2021
- Attachment 2 – Council Procedure Bylaw – Redline with Proposed 2021 Changes

APPROVALS

This report was prepared by:
Nicole Ludwig, Assistant City Clerk

This report was reviewed by:
Jacque Killawee, City Clerk

This report was approved by:
Lisa Spitale, Chief Administrative Officer

Attachment 1
*Council Procedure Bylaw Amendment Bylaw
No. 8276, 2021*

**CORPORATION OF THE CITY OF NEW WESTMINSTER
BYLAW NO. 8276, 2021**

A Bylaw to Amend Council Procedure Bylaw No. 6910, 2004

The Council of The Corporation of the City of New Westminster in open meeting assembled ENACTS AS FOLLOWS:

Citation

1. This Bylaw may be cited for all purposes as "Council Procedure Bylaw Amendment Bylaw No. 8276, 2021."

Amendments

2. Council Procedure Bylaw No. 6910, 2004 is amended by:

- a. Amending section 2 by inserting the following definitions into the existing list in alphabetic order:

"Advisory Committee" refers to a body established under section 142 of the Community Charter. [*select committees of council*]

"Commission meeting" refers to a meeting held by a body established under section 143 of the Community Charter [*municipal commissions*]

"Committee meeting" refers to a meeting held by a body established under section 141 or 142 of the Community Charter. [*standing committees of council, select committees of council*]

"Council meeting" refers to a meeting held under Part 5, Division 2, of the Community Charter. [*council proceedings*]

"Electronic Meeting" refers to a Council, Commission or Committee meeting held by electronic or other communication facilities pursuant to Sections 128 to 128.3 of the Community Charter.

"Hybrid meeting" refers to a Council or Committee meeting where some Council members participate by means of electronic or other communication facilities.

"Public Hearing" refers to a meeting held under Part 14, Division 3, of the Local Government Act [*public hearings on planning and land use bylaws*]

- b. Reorder definitions so that all of them are in alphabetical order.

- c. Correct the numbering in the subsections of section 4 to make it consistent with the rest of the bylaw.

Section 7A

- d. Deleting the current sections 7A(1) and (2) and replacing them with the following:

Electronic and Hybrid Meetings and Voting

- (1) Provided the conditions set out in sections 128 to 128.3 of the Community Charter are met, Council meetings and Public Hearings may be held, electronically, or in a hybrid manner, and members may participate in the meeting by means of electronic or other communication facilities.
 - (2) Notice of an electronic or hybrid Council must be given in the same manner as an in person meeting, and also include notice of:
 - (a) The way the meeting is to be conducted; and
 - (b) The place the public may attend to hear, or watch and hear the proceedings.
- e. Deleting subsections 7A(5) and (6) and inserting a new subsection (5) as follows:

Despite Subsection (1), a minimum of six evening Council meetings each year will be scheduled where all members of Council will be physically present, including

 - i. The first Council meeting at the beginning of the Council term, as described in Section 4(1); and
 - ii. The Meeting including a Parcel Tax Roll Review Panel.
 - f. Renumbering the remaining items in section 7A as appropriate.
 - g. Adding the following as a new subsection (8):
 - (8) Members of Council who are participating in a meeting by electronic means are deemed to be present at the meeting for the purposes of attendance and quorum.

Section 13

- h. Deleting the list of items in section 13(1), and inserting the following in its place:
 - (a) Call to Order
 - (b) Changes to the Agenda

- (c) Unfinished Business from Previous Council Meetings
- (d) Bylaws Considered at the Public Hearing
- (e) Reports and Presentations for Council Discussion and Action
- (f) Consent Agenda
- (g) Presentations and Opportunity for the Public to Speak to Council
- (h) Bylaws
- (i) Motions from Members of Council
- (j) New Business
- (k) Announcements from members of Council
- (l) End of Meeting

- i. Adding the following as subsection (3): If there are no items for agenda headings (c) to (i)., they will not be included on the agenda for that meeting.

Section 14:

- j. In subsection (e), add the following after the word hand: "...if they are able to do so, and if they are not able to do so, to verbally indicate their vote in support or against the motion; and".

Section 15:

- k. Following section 14, delete the word "Delegations" from "Delegations and Presentations" and insert "Speakers".
- l. Delete all instances of "delegations" and "public delegations" and replace with the word "speaker" or "speakers".
- m. Delete subsections 1(d) and 1(e) and insert the following in their place:
 - (d) Speakers are required to follow the procedures and protocols set out in Schedule A.
 - (e) Despite subsection (a), the Presiding Member may decide to start hearing speakers before 7 pm if all registered speakers are present, either in person or electronically.
- n. Attach Schedule A to the bylaw
- o. Delete the words "City Administrator" in 15.2(b) and insert "Chief Administrative Officer".

Section 17:

- p. In subsection 2 delete the words "your Worship, Mr. Mayor or Madam Mayor or" and insert " ", Chair or Councillor" following the word "Mayor"

- q. In section 7(e) insert the words, "the Council Code of Conduct, the Respectful Workplace and Human Rights Policy," following the words "this Bylaw"

Section 26

- r. Delete the current subsection 3, and replace it with the following:

(3) A proposed bylaw may be debated and changed at any point during first, second, or third reading, unless prohibited by the Charter; if the bylaw is changed during third reading, third reading must be repealed and the changed bylaw must be read a third time.
- s. Delete the existing subsection (4) and replace with the following:

(4) Each reading of a proposed bylaw must receive the affirmative vote of a majority of the members present, unless there is another requirement under the Community Charter, the Local Government Act, or any other legislation.

Part 8 – Committees

- t. Add a section header "Committees, generally" at to the beginning of Part 8 and insert the following as Section 35

35. Notwithstanding rules set out in bylaws for standing and select committees, the rules set out for Council in the bylaw, including the rules for electronic and hybrid meetings, also apply to standing and select committees of council, and to commissions.
- t. renumbering existing sections 35 to 45 as needed.

GIVEN FIRST READING THIS _____ day of _____ 2021.

GIVEN SECOND READING THIS _____ day of _____ 2021.

GIVEN THIRD READING THIS _____ day of _____ 2021.

ADOPTED THIS _____ day of _____ 2021.

Mayor Jonathan X. Cote

Jacque Killawee, City Clerk

Procedure Bylaw Schedule A

1. Purpose and Principles

New Westminster City Council has a history of allowing people to speak at Council meetings directly to members while they are sitting in a decision-making capacity. This policy provides a process for people wishing to speak to sign up as a speaker during the opportunity for the public to speak to Council at public evening council meetings.

This policy applies to meetings held under [Part 5, Division 2](#) of the Community Charter.

This policy does not apply to any statutory right the public has to address Council including Public Hearings.

2. Definitions

In this Policy:

"Council meeting" refers to a meeting held under [Part 5, Division 2](#) of the Community Charter.

"Applicant" means someone who has requested to address Council as speaker but has not yet been approved or refused.

"Speaker" means someone who has signed up to speak to Council during a Council meeting, in either an in-person or virtual capacity.

"In-person Speaker" means someone who has signed up to speak at a Council meeting, and physically attends the Council meeting in the Council Chamber.

"Virtual Speaker" means someone who has signed up to speak at a Council meeting, and uses video conferencing or telephone to speak.

3. Speaker Sign Up

Numbers, Participation Method and Registration

- i. Speakers will be heard at any Council meeting except those following a Public Hearing.
- ii. A maximum of 10 speakers will be heard at each Council meeting where speakers are scheduled.
- iii. Speakers must register and may participate in person, by video conference or telephone (Zoom).

- iv. Speakers may sign up starting six days before the meeting until noon the day of the meeting in one of the following ways:
 - a. Filling out the form on the City's website; or
 - b. Emailing to clerks@newwestcity.ca; or
 - c. Calling 604-527-4523; or
 - d. Submitting the required information in the mailbox on the north side of City Hall; or
 - e. Mailing: Legislative Services
City of New Westminster
511 Royal Avenue
New Westminster, BC V3L 1H9
- v. Applicants must provide the following information to sign up to speak:
 - a. First and Last name
 - b. Phone number
 - c. Email address
 - d. The organization they are representing (if any)
 - e. The topic they wish to address
- vi. Contact information will be kept until the minutes of the meeting are adopted.
- vii. If registering on behalf of an organization, only one speaker's slot per organization will be permitted, in order to allow the greatest number of people possible to speak. Multiple speakers may speak in the slot but can take no more than five minutes to address Council.
- viii. If a speaker wants to show a presentation, it must be submitted to the Legislative Services by 12:00 p.m. (noon) on the Friday before the Council meeting. The presentation will be displayed and controlled by City staff and streamed on the City's website.

Determination of Speakers:

- i. Applicants will be declined if the topic relates to one under discussion at an upcoming public hearing as per the City's normal procedures.
- ii. The Mayor or City Clerk will determine the order of speakers.
- iii. If 10 or fewer delegations are received, all delegations will be placed on the agenda.
- iv. If more than 10 applications for delegation are received:

- a. Speakers wishing to speak to items on the agenda will be prioritized;
 - b. Speakers addressing matters under the City's jurisdiction or concurrent jurisdiction with the Province will be prioritized;
 - c. Council will be informed of the number of delegation requests on a topic if not all are able to speak.
- v. If there are multiple delegation requests on the same topic, and others on different topics:
- a. The delegations will be prioritized to allow the greatest number of topics to be heard by Council.
 - b. The individual on a topic with more than one applicant who will address the issue is the one whose request was received first.
 - c. Multiple speakers will be allowed on a topic if there are fewer than 10 topics.

Speaker Confirmation

- i. Legislative Services staff will contact applicants within two business days of the submission of a request to speak.
- ii. Legislative Services staff will confirm that an applicant is approved as a speaker for the Council meeting as soon as possible, and by approximately 1:00 p.m. on the day of the Council meeting, at the latest.

5. Meeting Protocols for Speakers

- i. A speaker requiring assistance from another person to enter and exit City Hall or the Council Chamber or for interpretation purposes, must bring that person with them.
- ii. Registered In-person Speakers must check in with the staff member at the door to Council Chamber.
- iii. Registered Virtual Speakers should join the Zoom meeting by computer, smart device, or phone, following directions provided by City Staff.
- iv. In communication with people attending the Council meeting in person, it will be made clear that they should not attend if they have symptoms of illness.
- v. Speakers will have five minutes to speak. Council may ask questions following the speaker, however the speaker is not obliged to answer them. Council may also direct questions to staff.

- vi. In signing up to be a speaker at a Council meeting, a speaker agrees that comments delivered:

Should...	Should not...
...explain support or opposition for an issue or project and how it will affect the speaker	...be about people or groups of people
...use respectful, inclusive language	...use abusive, offensive, vulgar, or discriminatory language
... use language that is honest, accurate and direct	...use terms that disguise or underplay the true intent of comments
...focus on facts	...speculate or make assumptions

CORPORATION OF THE CITY OF NEW WESTMINSTER



COUNCIL PROCEDURE BYLAW NO. 6910, 2004

EFFECTIVE DATE: MARCH 22, 2004

CONSOLIDATED FOR CONVENIENCE ONLY
(April 6, 2020)

This is a consolidation of the bylaws listed below. The amendment bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

<u>AMENDMENT BYLAW</u>	<u>EFFECTIVE DATE</u>
6964	November 1, 2004
7088	March 6, 2006
7122	September 11, 2006
7744	April 27, 2015
7986	May 28, 2018
8162	December 9, 2019
8191	April 3, 2020

The bylaw numbers highlighted in this consolidation refer to the bylaws that amended the principal Bylaw No. 6910, 2004. The number of any amending bylaw that has been repealed is not referred to in this consolidation.

Obtainable from the City Clerk's Office

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 6910, 2004

The Council of the City of New Westminster enacts as follows:

PART 1 – INTRODUCTION

Title

1. This bylaw may be cited as the Council Procedure Bylaw No. 6910, 2004.

Definitions

2. In this bylaw

"Advisory Committee" refers to a body established under section 142 of the Community Charter. [*select committees of council*]

"Charter" means the Community Charter

"City" means the City of New Westminster; "

City Clerk" means corporate officer as set out in the Community Charter;

"City Hall" means the New Westminster City Hall located at 511 Royal Avenue, New Westminster, British Columbia;

"Commission meeting" refers to a meeting held by a body established under section 143 of the Community Charter [*municipal commissions*]

"Committee" means a standing, select or other committee of Council but does not include Committee of the Whole;

"Committee meeting" refers to a meeting held by a body established under section 141 or 142 of the Community Charter, but does not include Committee of the Whole. [*standing committees of council, select committees of council*]

"COTW" means the Committee of the Whole Council;

"Council" means the Council of the City of New Westminster;

"Council meeting" refers to a meeting held under Part 5, Division 2, of the Community Charter.

"Electronic Meeting" refers to a Council, Commission, or Committee meeting held by electronic or other communication facilities pursuant to Sections 128 to 128.3 of the Community Charter.

"Hybrid meeting" refers to a Council, Commission, or Committee meeting some members participate by means of electronic or other communication facilities

and some are physically present in the meeting place set out on the agenda for the meeting.

"Public Hearing" refers to a meeting held under Part 14, Division 3, of the Local Government Act.

BYLAW NO. 8191, 2020

"Public Notice Posting Places" means City Hall and the City's Website.

"Mayor" means the Mayor for the City of New Westminster.

Application of Rules of Procedure

3. (1) The provisions of this bylaw govern the proceedings of Council, COTW, and all standing and select committees of Council, as applicable.

BYLAW NO. 8162, 2019

- (2) In cases not provided for under this bylaw, the most recent version of the New Roberts Rules of Order apply to the proceedings of Council, COTW and Council committees to the extent that those rules are:
 - (a) applicable in the circumstances, and
 - (b) not inconsistent with provisions of this bylaw or the Charter.

BYLAW NO. 7088, 2006

- (3) The Rules of Conduct, as established and revised from time to time by the City Clerk, and any applicable terms of reference or bylaw adopted by Council shall also govern the conduct of Committees.

PART 2 – COUNCIL MEETINGS

Inaugural Meeting

BYLAW NO. 7986, 2018

4. (1) Following a general local election, the first Council meeting must be held on the first Monday in November in the year of the election.
- (2) If a quorum of council members elected at the general local election has not taken office by the date of the meeting referred to in subsection (1), the first Council meeting must be called by the City Clerk and held as soon as reasonably possible after a quorum has taken office.

Time and location of meetings

5. (1) Council meetings must take place within City Hall except when Council resolves to hold meetings elsewhere.
- (2) Regular Council meetings must be in accordance with the schedule adopted by Council prior to January 1st in each year.

BYLAW NO. 6964, 2004

- (3) COTW, Standing Committee or Closed Meetings of Council must be adjourned at 6:00 p.m. on the day scheduled for the meeting unless Council passes a resolution to continue the meeting past that time.

BYLAW NO. 8162, 2019

- (4) ~~(a)~~(1) Regular Council meetings must be adjourned before 10:30 p.m. on the day of the meeting unless Council passes a resolution approved by 2/3 of members present to extend the meeting until a specific time.
- ~~(b)~~(2) A Regular Council meeting following a Public Hearing must be adjourned by midnight on the day of the meeting, unless Council passes a resolution approved by 2/3 of members present to extend the meeting.
- ~~(c)~~(3) If a motion to extend is defeated Council must:
 - ~~i~~.a. Postpone all remaining business on the agenda to the next Regular meeting, or
 - ~~ii~~.b. Recess the meeting and the Chair must indicate the date and time the meeting will reconvene;

and then immediately adjourn or recess.

Notice of Council Meetings

6. (1) Council must prepare annually, on or before December 31st, a schedule of the dates, times and places of regular Council meetings and must make the schedule available to the public by posting it at the Public Notice Posting Places.
- (2) Where there is a change to the annual schedule of meetings the City Clerk must, as soon as possible, post a notice at the Public Notice Posting Places which indicates any revisions to the date, time, place or cancellation of a regular Council meeting.

Notice of Special Meetings

7. (1) Except where notice of a special meeting is waived by unanimous vote of all council members, a notice of the date, hour and place of a special Council meeting must be given at least 24 hours before the time of the meeting by:
 - (a) posting a copy of the notice at the regular meeting place;

- (b) posting a copy of the notice at the Public Notice Posting Places;

BYLAW NO. 8191, 2020

- (c) Providing notice to each Council member via the member's City-provided email address.
- (2) The notice under subsection (1) must describe in general terms the purpose of the meeting and be signed by the Mayor or the City Clerk.

BYLAW NO. 7122, 2006; 8191, 2020

Electronic and Hybrid Meetings and Voting

7A (1) Provided the conditions set out in sections 128 to 128.3 of the Community Charter are met, Council meetings and Public Hearings may be held, electronically, or in a hybrid manner, and members may participate in the meeting by means of electronic or other communication facilities.

(2) Notice of an electronic or hybrid Council meeting or Public Hearing, must be given in the same manner as an in person meeting, and also include notice of:

- (a) The way the meeting is to be conducted; and
- (b) The place the public may attend to hear, or watch and hear the proceedings.

~~7A (1) Provided the conditions set out in Section 128 (2) of the Community Charter [electronic meetings and participation by members] are met:~~

~~(a) a special Council meeting to deal with an urgent matter may be conducted by means of electronic or other communication facilities;~~

~~(b) a member of Council who is unable to attend a Council meeting may participate in the meeting by means of electronic or other communication facilities, if:~~

~~(i) the member is unable to attend because of illness, absence due to conferences, workshops, or vacation outside the local area, or other reasons as approved by the Mayor; or~~

~~(ii) there is an emergency situation that negates the ability to attend City Hall.~~

~~(2) Unless there is an emergency as identified under subsection 7A(1)(a) or 7A(1)(b)(ii), the Chair at a Council meeting must not participate electronically and, if required to attend electronically, the Chair will pass~~

~~the chairing responsibilities to another Council member as designated under Section 8 [Designation of Member to Act in Place of the Mayor].~~

- (3) Receipt of agendas or information by a member participating electronically may be facilitated through electronic means.
- (4) Every effort will be made to ensure technology is running during an electronic meeting, but no guarantees can be made that the technology will not fail. Should failure occur, the members attending electronically who no longer have contact will be noted as leaving the meeting.
- (5) Despite Subsection (1), a minimum of six evening Council meetings each year will be scheduled where all members of Council will be physically present, including
 - i. The first Council meeting at the beginning of the Council term, as described in Section 4(1);
 - ii. The Meeting including a Parcel Tax Roll Review Panel

~~(5) Despite subsection (1), a member shall not exercise the option to participate electronically in a Council meeting more than four (4) times per calendar year, unless there are extenuating circumstances, in which case approval would be required by the majority of Council members.~~

~~(6) No more than three (3) members of Council at one time may participate electronically at a Council meeting unless there is an emergency as identified under 7A(1)(a) or 7A(1)(b)(ii).~~

(6) (7) A member of Council who wishes to attend a meeting electronically must provide notice to the City Clerk of their intent no less than four hours in advance of the meeting.

(7) (8) Members of Council who participate electronically will be noted in the minutes as having participated electronically.

(8) Members of Council who are participating in a meeting by electronic means are deemed to be present at the meeting for the purposes of attendance and quorum.

PART 3 – DESIGNATION OF MEMBER TO ACT IN PLACE OF MAYOR

- 8. (1) Annually, Council must from amongst its members, designate Councillors to serve on a rotating basis as the member responsible for acting in the place of the Mayor when the Mayor is absent or otherwise unable to act or when the office of the Mayor is vacant.
- (2) Each Councillor designated under section 8(1) must fulfill the responsibilities of the Mayor in his or her absence.

- (3) If both the Mayor and the member designated under section 8(1) are absent from the Council meeting, the next Councillor designated on the schedule shall act in place of the Mayor.
- (4) The member designated under section 8(1) or designated under 8(3) has the same powers and duties as the Mayor in relation to the applicable matter.

PART 4 – COUNCIL PROCEEDINGS

Minutes to be maintained and available to the public

9. (1) Minutes of the proceedings of Council must be
 - (a) legibly recorded,
 - (b) certified as correct by the City Clerk, and
 - (c) signed by the Mayor or other member presiding at the meeting or at the next meeting at which the minutes are adopted.
 - (d) must be open for public inspection at City Hall during its regular office hours.
- (2) Subsection 9(1)(d) does not apply to minutes of a Council meeting or that part of a Council meeting from which persons were excluded.

Calling the meeting to order

10. As soon after the time specified for a Council meeting there is a quorum present, the Mayor, if present, must take the Chair and call the Council meeting to order. However, where the Mayor is absent, the Councillor designated as the member responsible for acting in place of the Mayor in accordance with Section 8 must take the Chair and call the meeting to order.

Adjourning meeting where there is no quorum

11. If there is no quorum of council present within 30 minutes of the scheduled time for a Council meeting, the City Clerk must record the names of the members present, the members absent and adjourn the meeting until the next scheduled meeting.

Agenda

12. (1) Prior to each Council meeting, the City Clerk must prepare an agenda setting out all the items for consideration at that meeting, noting in short form a summary for each item on the agenda.
- (2) The City Clerk must make the agenda available to the members of Council and the public on the Friday prior to the meeting.

- (3) Council must not consider any matters not listed on the agenda unless a resolution adding the item is passed by Council.

Order of proceedings and business

13. (1) Agenda for all regular Council meetings may contain the following matters in the order listed below:

- ~~(a) — Call to Order~~
- ~~(b) — Removal of Items from the Consent Agenda~~
- ~~(c) — Exclusion of the Public~~
- ~~(d) — Adjournment to Closed Meeting~~
- ~~(e) — Reconvene to Regular Council Meeting~~
- ~~(f) — Review and Adoption of Consent Agenda~~
- ~~(g) — Additions to the Agenda (Urgent/Time Sensitive matters only)~~
- ~~(h) — Bylaws Considered at Public Hearing~~
- ~~(i) — Opportunity to Be Heard and Issuance of Development Variance Permits~~
- ~~(j) — Unfinished Business~~
- ~~(k) — Staff Presentations and Reports for Action~~
- ~~(l) — Consent Agenda~~
- ~~(m) — Items Removed from the Consent Agenda~~
- ~~(n) — Presentations and Delegations~~
- ~~(o) — Bylaws~~
- ~~(p) — New Business~~
- ~~(q) — Announcements from Members of Council~~
- ~~(r) — Next Meeting Announcement~~
- ~~(s) — Adjournment~~
- (a) Call to Order
- (b) Changes to the Agenda

- (c) Unfinished Business from Previous Council Meetings
 - (d) Bylaws Considered at the Public Hearing
 - (e) Reports and Presentations for Council Discussion and Action
 - (f) Consent Agenda
 - (g) Presentations and Opportunity for the Public to Speak to Council
 - (h) Bylaws
 - (i) Motions from Members of Council
 - (j) New Business
 - (k) Announcements from members of Council
 - (l) End of Meeting
- (2) Council business at a Council meeting must be dealt with in the order in which it is listed on the agenda unless otherwise resolved by Council.
- (3) If there are no items for agenda headings (c) to (i), they will not be included on the agenda for that meeting.

Voting at Meetings

14. (1) The following procedures apply to voting at Council meetings:
- (a) when debate on a matter is closed the presiding member must put the matter to a vote of Council members;
 - (b) when a matter is being put to a vote a member must not
 - (i) cross or leave the room
 - (ii) make a noise or other disturbance
 - (iii) interrupt the voting procedure unless the interrupting member is raising a point of order;
 - (c) after the presiding member finally puts the question to a vote under subsection 1(a), a member must not speak to the question or make a motion concerning it;
 - (d) the presiding member's decision about whether a question has been finally put is conclusive; and
 - (e) whenever a vote of Council on a matter is taken, each member present shall signify their vote by raising their hand if they are able to do so, and if they are not able to do so, to verbally indicate their vote in support or against the motion; and
 - (f) the presiding member must declare the result of the voting by stating that the question is decided in either the affirmative or the negative.

Delegations Speakers and Presentations

BYLAW 8162, 2019

15. (1) Council may allow an individual or an organization to address the Council during the delegation period of the evening session of the Regular Meeting. The following procedures apply to **speakers delegations**:
- (a) **Speakers** ~~Public delegations~~ and Presentations will be heard starting at 7 pm and ending no later than 8:30 pm at Regular Council Meetings.
 - (b) Council may extend the scheduled length of time for the delegations and presentations period by majority vote;
 - (c) There will not ordinarily be **Speakers** ~~Public Delegations~~ and Presentations on the Regular Council meeting agenda when there is a Public Hearing on the same night as a Regular Council meeting;
 - (d) **Speakers are required to follow the procedures and protocols set out in Schedule A;**
 - (e) **Despite subsection (a), the Presiding Member may decide to start hearing speakers before 7 pm if all registered speakers are present, either in person or electronically.**
 - ~~(d) — Any person or organization wishing to appear as a delegation at a regular meeting must:
 - i. — fill out a delegation form located at the entrance to the Council Chamber on the same evening as the meeting and before the presiding member calls for the recess in e(i) below.
 - ii. — Leave the filled out form in the place provided~~
 - ~~(e) — At the start of the hearing of delegations, the presiding member must:
 - i. — Call a short recess to allow the City Clerk to collect delegation requests, copy and distribute them to Council;
 - ii. — Advise of the rules of conduct and the length of time for public delegations and presentations;
 - iii. — Provide a count of the number of delegations;~~
 - (f) Each delegation is allotted 5 minutes to speak unless a longer period is agreed to by unanimous vote of the members present.

BYLAW 7744, 2015

- (g) Council must not permit a delegation to make representations of any kind regarding a bylaw if:
 - (i) an enactment requires Council to hold a public hearing before adopting the bylaw;

- (ii) the required public hearing has been scheduled or held; and,
 - (iii) the bylaw has not yet been adopted or defeated.
- (2) Council may allow an individual or an organization to make a presentation to the Council at a Regular, COTW or standing committee meeting. The following procedures apply to presentations:

BYLAW 8162, 2019

- (a) Requests to make presentations must be made in writing to the City Clerk at least two weeks in advance of the preferred meeting stating the subject, purpose and time required.
- (b) The City Clerk in consultation with the Mayor or Chief Administrative Officer ~~City Administrator~~ or both will schedule the presentation on the appropriate agenda.
- (c) The length of a presentation should be kept brief and in most cases will be allotted a maximum time of ten (10) minutes.
- (d) No more than two presentations will be scheduled for any one meeting.

BYLAW 8162, 2019

- (e) If the presenter has a presentation to display (e.g. PowerPoint) the presentation must be submitted to the City Clerk no later than the Friday at 12:00 p.m. (noon) before the meeting.

Points of Order

16. (1) Without limiting the presiding member's duty under the Charter, the presiding member must apply the correct procedure to a motion:
- (a) if the motion is contrary to the rules of procedure in this bylaw, and
 - (b) whether or not another Council member has raised a point of order in connection with the motion.
- (2) When the presiding member is required to decide a point of order
- (a) the presiding member must cite the applicable rule or authority if requested by another Council member,
 - (b) another member must not question or comment on the rule or authority cited by the presiding member under subsection (2)(a), and

- (c) a member may appeal the decision in accordance with the Charter.

Conduct and Debate

- 17. (1) A Council member may speak to a question or a motion at a Council meeting only if that member first addresses the presiding member.
- (2) Members must address the presiding member by that person's title of ~~Your Worship, Mr. Mayor or Madam Mayor or~~ Mayor, **Chair, or Councillor.**
- (3) Members must address other non-presiding members by the title of Councillor.
- (4) No member shall interrupt a member who is speaking except to raise a point of order.
- (5) If more than one member speaks the presiding member must call on the member who, in the presiding member's opinion, first spoke.
- (6) Members who are called to order by the presiding member
 - (a) must immediately stop speaking,
 - (b) may explain their position on the point of order.
- (7) Members speaking at a Council meeting
 - (a) must use respectful language,
 - (b) must not use offensive gestures or signs,
 - (c) must speak only in connection with the matter being debated,
 - (d) may speak about a vote of Council only for the purpose of making a motion that the vote be reconsidered, and
 - (e) must adhere to the rules of procedure established under this Bylaw, **the Council Code of Conduct, the Respectful Workplace and Human Rights Policy,** and to the decisions of the presiding member and Council in connection with the rules and points of order.
- (8) If a member does not adhere to subsection (7), the presiding member may order the member to leave the member's seat, and
 - (a) if the member refuses to leave, the presiding member may cause the member to be removed by a peace officer from the member's seat, and
 - (b) if the member apologizes to the Council, Council may, by resolution, allow the member to retake the member's seat.

- (9) A member may require the question being debated at a Council meeting to be read at any time during the debate if that does not interrupt another member who is speaking.
- (10) The following rules apply to limit speech on matters being considered at a Council meeting:

BYLAW 8162, 2019

- (a) A member may speak once to a main motion or an amendment with the following limitations:
 - i. When recognized by the presiding member;
 - ii. For no more than 5 minutes, including questions to staff, but answers from staff are not part of the 5 minutes

BYLAW 8162, 2019

- (b) A member may speak a second time for no more than five (5) minutes:
 - i. with the permission of the presiding member; and
 - ii. if the member is explaining a material part of a previous speech that has been misunderstood; and
 - iii. without introducing a new matter.

BYLAW 8162, 2019

- (c) a member who has made a main motion to the Council may reply to the debate:
 - i. with the permission of the presiding member, and
 - ii. for no longer than five (5) minutes, and
 - iii. Without introducing new matter.

BYLAW 8162, 2019

Delete (d)

Motions generally

- 18. (1) Council may debate and vote on a motion only if it is first made by one Council member and seconded by another.
- (2) A motion that deals with a matter that is not on the agenda of the Council meeting at which the motion is introduced may be introduced with unanimous consent of Council.
- (3) A Council member may make only the following motions when Council is considering a question:

- (a) refer to staff or to committee,
 - (b) to amend,
 - (c) to lay on the table,
 - (d) to postpone indefinitely,
 - (e) to postpone to a certain time,
 - (f) to move the previous question,
 - (g) to adjourn.
- (4) A motion made under subsections (3)(c) to (g) is not amendable or debatable.
- (5) Council must vote separately on each distinct part of a question that is under consideration at a Council meeting if requested by a Council member.

Motion for the main question

19. (1) In this section, “main question”, in relation to a matter means the motion that first brings the matter before the Council.
- (2) At a Council meeting, the following rules apply to a motion for the main question, or for the main question as amended:
- (a) if a member of council moves to put the main question, or the main question as amended, to a vote, that motion must be dealt with before any other amendments are made to the motion on the main question; and
 - (b) if the motion for the main question, or for the main question as amended, is decided in the negative, the Council may again debate the question, or proceed to other business.

Amendments generally

20. (1) A member may, without notice, move to amend a motion that is being considered at a Council meeting.
- (2) An amendment may propose removing, substituting for or adding to the words of an original motion.
- (3) A proposed amendment must be reproduced in writing by the mover if requested by the presiding member.
- (4) A proposed amendment must be decided or withdrawn before the motion being considered is put to a vote.
- (5) An amendment may be amended once only.

- (6) An amendment that has been defeated by a vote of Council cannot be proposed again.
- (7) A Council member may propose an amendment to an adopted amendment.
- (8) The presiding member must put the main question and its amendments in the following order for the vote of Council:
 - (a) a motion to amend a motion amending the main question;
 - (b) a motion to amend the main question, or an amended motion amending the main question if the vote under subsection (a) is positive;
 - (c) the main question.

Notices of motion

- 21. Any member has the right to give notice to Council of a motion which that member intends to make at the next meeting of the Council. The City Clerk shall make note of the motion and place it on the next agenda. The City Clerk may request that the member provide the motion that is subject of the notice in writing.

Reconsideration by Council Member

- 22. (1) Subject to subsection (5), a Council member who voted in the majority may, at the next Council meeting:
 - (a) move to reconsider a matter on which a vote, other than to postpone indefinitely, has been taken, and
 - (b) move to reconsider an adopted bylaw after an interval of at least 24 hours following adoption.
- (2) A member who voted affirmatively for a resolution adopted by Council may at any time move to rescind that resolution.
- (3) Council must not discuss the main matter referred to in subsection (1) unless a motion to reconsider that matter is adopted in the affirmative.
- (4) A vote to reconsider must not be reconsidered.
- (5) Council may only reconsider a matter that has not
 - (a) had the approval or assent of the electors and has been adopted,
 - (b) been reconsidered under subsection (1) or section 131 of the Charter (Mayor’s right of reconsideration), or
 - (c) been acted on by an officer, employee or agent of the City.

- (6) The conditions that applied to the adoption of the original bylaw, resolution or proceeding apply to its rejection under this section.
- (7) A bylaw, resolution or proceeding that is reaffirmed under subsection (1) or under the Charter is as valid and has the same effect as it had before reconsideration.

Privilege

23. (1) Every member has, subject to the procedure set out in this bylaw, the right to be notified of, to attend and to speak at every meeting of the council.
- (2) A matter of privilege must be immediately considered when it arises at a Council meeting.

Adjournment

24. (1) A motion to adjourn either a Council meeting or the debate at a Council meeting is always in order if that motion has not been preceded at that meeting by the same motion.
- (2) A motion to adjourn either a Council meeting or the debate at a Council meeting is always in order if that motion has not been preceded at that meeting by the same motion.
- (3) Subsection (2) does not apply to either of the following motions:
 - (a) a motion to adjourn to a specific day;
 - (b) a motion that adds an opinion or qualification to a preceding motion to adjourn.

PART 5 – BYLAWS

Form of bylaws

25. (1) A bylaw introduced at a Council meeting must:
 - (a) be printed;
 - (b) have a distinguishing name;
 - (c) have a distinguishing number;
 - (d) contain an introductory statement of purpose;
 - (e) be divided into sections.

Reading and adopting bylaws

26. (1) The presiding member of Council may read the title of the bylaw to be introduced.

- (2) The readings of the bylaw may be given by stating its title and object.
- (3) A proposed bylaw may be debated and changed at any point during first, second, or third reading, unless prohibited by the Charter; if the bylaw is changed during third reading, third reading must be repealed and the changed bylaw must be read a third time.
- ~~(3) A proposed bylaw may be debated and amended at any time during the first three readings unless prohibited by the Charter.~~
- ~~(4) Subject to the Local Government Act, each reading of a proposed bylaw must receive the affirmative vote of a majority of the members present.~~
- (4) Each reading of a proposed bylaw must receive the affirmative vote of a majority of the members present, unless there is another requirement under the Community Charter, the Local Government Act, or any other legislation.
- (5) Council may give up to three readings to a proposed bylaw at the same Council meeting.

Bylaws must be signed

27. After a bylaw is adopted and signed by the City Clerk and the presiding member of the Council meeting at which it was adopted, the City Clerk must have it placed in the City's records for safekeeping.

PART 6 – RESOLUTIONS

Introducing resolutions

28. (1) All resolutions will be introduced by a member addressing the presiding member.
- (2) All resolutions and all readings of bylaws shall be moved by a member and seconded by another member.

PART 7 – COMMITTEE OF THE WHOLE

Notice for COTW meetings

29. (1) Subject to subsection (2) a notice of the day, hour and place of a COTW meeting must be given at least 24 hours before the time of the meeting by
 - (a) posting a copy of the notice at the Public Notice Posting Places; and
 - (b) leaving a copy of the notice for each Council member in the Council member's mailbox at City Hall.

- (2) Subsection (1) does not apply to a COTW meeting that is called during a Council meeting for which public notice has been given under section 6 or 7.

Minutes of COTW meetings to be maintained and available to public

30. (1) Minutes of the proceedings of COTW must be
 - (a) legibly recorded,
 - (b) certified by the City Clerk,
 - (c) signed by the member presiding at the meeting, and
 - (d) open for public inspection.

Presiding members at COTW meetings and Quorum

31. (1) The Mayor will be the presiding member for the COTW meeting.
- (2) Notwithstanding subsection (1), another member of Council may be appointed as the presiding member of a particular meeting.
- (3) The quorum of COTW is the majority of Council members.

Points for order at meetings

32. (1) The presiding member must preserve order at a COTW meeting and, subject to an appeal of other members present, decide points of order that may arise.
- (2) A member may speak any number of times on the same question.

Reports

33. (1) COTW may consider reports and bylaws only if
 - (a) there are printed and the members each have a copy or
 - (b) a majority of the Council members present decide without debate that the requirements of subsection (a) do not apply.
- (2) A motion for COTW to rise and report to Council must be decided without debate.
- (3) The City Clerk will ensure that reports and recommendations arising from the COTW are forwarded to Council.

Rising without reporting

34. (1) A motion made at a COTW meeting to rise without reporting
 - (a) is always in order and takes precedence over all other motions,

- (b) may not be debated,
 - (c) may not be addressed more than once by any one member.
- (2) If a motion to rise without reporting is adopted by COTW at a meeting constituted under section 29, the Council meeting must resume and proceed to the next order of business.

PART 8 – COMMITTEES AND COMMISSIONS

Committees, generally

35. Notwithstanding procedural rules set out in bylaws for standing and select committees, the rules set out for Council in this bylaw, including the rules for electronic and hybrid meetings, also apply to standing and select committees of council, and to commissions.

Duties of standing committees

- ~~35~~.36. (1) Standing committees must consider, inquire into, report and make recommendations to Council about all of the following matters:
- (a) matters that are related to the general subject indicated by the name of the committee;
 - (b) matters that are assigned by Council;
 - (c) matters that are assigned by the Mayor.
- (2) Standing committees must report and make recommendations to Council at all of the following times:
- (a) in accordance with the schedule of committee meetings;
 - (b) on matters that are assigned by the Council or the Mayor
 - (i) as required by Council or the Mayor or
 - (ii) at the next Council meeting so far as it is possible to do so.

Duties of Select committees

- ~~36~~.37. (1) Select committees must consider, inquire into, report and make recommendations to Council about the matters referred to the committee by Council.
- (2) Select Committees must report and make recommendations to Council at the next Council meeting so far as it is possible to do so.

Schedule of committee meetings

- ~~37~~.38. (1) At its first meeting after its establishment, a standing or select committee must establish a regular schedule of meetings.
- (2) The Chair of a committee may call a meeting of the committee in addition to the scheduled meetings or may cancel a meeting.
- (3) The Chair of a committee must cause a notice of the day, time and place of a meeting called under section 38 to be given to all members of the committee at least 24 hours before the time of the meeting.

Notice of committee meetings

- ~~38~~.39. (1) Subject to subsection (2), after the committee has established the regular committee meetings, including the times, dates and places of the committee meetings, notice of the schedule must be given by:
- (a) posting a copy of the schedule at the Public Notice Posting Places; and
- (b) providing a copy of the schedule to each member of the committee.
- (2) Where revisions are necessary to an annual schedule of committee meetings, the City Clerk must, as soon as possible, post a notice at the Public Notice Posting Places which indicates any revisions to the date, time and place or cancellation of a committee meeting.

Attendance at Select committee meetings

- ~~39~~.40. (1) Council members who are not members of a select committee may attend the meetings of the committee.
- (2) Council members attending a meeting of a select committee of which they are not a member must not vote on a question.

Minutes of committee meetings to be maintained and available to the public

- ~~40~~.41. (1) Minutes of the proceedings of a committee must be
- (a) legibly recorded,
- (b) certified by the City Clerk or the City Clerk's designate,
- (c) signed by the chair or member presiding at the meeting, and
- (d) open for public inspection.

Quorum

- ~~41~~.42. The quorum for a committee is a majority of its members.

Conduct and debate

- ~~42~~.43. (1) The rules of the Council procedure must be observed during committee meetings, so far as it is possible and unless as otherwise provided in this bylaw.
- (2) Council members attending a meeting of a committee, of which they are not a member, may participate in the discussion only with the permission of a majority of the committee members present.

PART 10 – GENERAL

- ~~43~~.44. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.
- ~~44~~.45. This bylaw may not be amended or repealed and substituted unless Council first gives notice in accordance with the Charter.
- ~~45~~.46. Procedure Bylaw No. 5201, 1980 and Procedure Amendment Bylaw No. 6587, 2000, are hereby repealed.

Adopted March 22, 2004

Procedure Bylaw Schedule A

1. Purpose and Principles

New Westminster City Council has a history of allowing people to speak at Council meetings directly to members while they are sitting in a decision-making capacity. This policy provides a process for people wishing to speak to sign up as a speaker during the opportunity for the public to speak to Council at public evening council meetings.

This policy applies to meetings held under [Part 5, Division 2](#) of the Community Charter.

This policy does not apply to any statutory right the public has to address Council including Public Hearings.

2. Definitions

In this Policy:

"Council meeting" refers to a meeting held under [Part 5, Division 2](#) of the Community Charter.

"Applicant" means someone who has requested to address Council as speaker but has not yet been approved or refused.

"Speaker" means someone who has signed up to speak to Council during a Council meeting, in either an in-person or virtual capacity.

"In-person Speaker" means someone who has signed up to speak at a Council meeting, and physically attends the Council meeting in the Council Chamber.

"Virtual Speaker" means someone who has signed up to speak at a Council meeting, and uses video conferencing or telephone to speak.

3. Speaker Sign Up

Numbers, Participation Method and Registration

- i. Speakers will be heard at any Council meeting except those following a Public Hearing.
- ii. A maximum of 10 speakers will be heard at each Council meeting where speakers are scheduled.
- iii. Speakers must register and may participate in person, by video conference or telephone (Zoom).
- iv. Speakers may sign up starting six days before the meeting until noon the day of the meeting in one of the following ways:

- a. Filling out the form on the City's website; or
 - b. Emailing to clerks@newwestcity.ca; or
 - c. Calling 604-527-4523; or
 - d. Submitting the required information in the mailbox on the north side of City Hall; or
 - e. Mailing: Legislative Services
City of New Westminster
511 Royal Avenue
New Westminster, BC V3L 1H9
- v. Applicants must provide the following information to sign up to speak:
- a. First and Last name
 - b. Phone number
 - c. Email address
 - d. The organization they are representing (if any)
 - e. The topic they wish to address
- vi. Contact information will be kept until the minutes of the meeting are adopted.
- vii. If registering on behalf of an organization, only one speaker's slot per organization will be permitted, in order to allow the greatest number of people possible to speak. Multiple speakers may speak in the slot but can take no more than five minutes to address Council.
- viii. If a speaker wants to show a presentation, it must be submitted to the Legislative Services by 12:00 p.m. (noon) on the Friday before the Council meeting. The presentation will be displayed and controlled by City staff and streamed on the City's website.

Determination of Speakers:

- i. Applicants will be declined if the topic relates to one under discussion at an upcoming public hearing as per the City's normal procedures.
- ii. The Mayor or City Clerk will determine the order of speakers.
- iii. If 10 or fewer delegations are received, all delegations will be placed on the agenda.
- iv. If more than 10 applications for delegation are received:
 - a. Speakers wishing to speak to items on the agenda will be prioritized;
 - b. Speakers addressing matters under the City's jurisdiction or concurrent jurisdiction with the Province will be prioritized;

- c. Council will be informed of the number of delegation requests on a topic if not all are able to speak.
- v. If there are multiple delegation requests on the same topic, and others on different topics:
 - a. The delegations will be prioritized to allow the greatest number of topics to be heard by Council.
 - b. The individual on a topic with more than one applicant who will address the issue is the one whose request was received first.
 - c. Multiple speakers will be allowed on a topic if there are fewer than 10 topics.

Speaker Confirmation

- i. Legislative Services staff will contact applicants within two business days of the submission of a request to speak.
- ii. Legislative Services staff will confirm that an applicant is approved as a speaker for the Council meeting as soon as possible, and by approximately 1:00 p.m. on the day of the Council meeting, at the latest.

5. Meeting Protocols for Speakers

- i. A speaker requiring assistance from another person to enter and exit City Hall or the Council Chamber or for interpretation purposes, must bring that person with them.
- ii. Registered In-person Speakers must check in with the staff member at the door to Council Chamber.
- iii. Registered Virtual Speakers should join the Zoom meeting by computer, smart device, or phone, following directions provided by City Staff.
- iv. In communication with people attending the Council meeting in person, it will be made clear that they should not attend if they have symptoms of illness.
- v. Speakers will have five minutes to speak. Council may ask questions following the speaker, however the speaker is not obliged to answer them. Council may also direct questions to staff.
- vi. In signing up to be a speaker at a Council meeting, a speaker agrees that comments delivered:

Should...	Should not...
...explain support or opposition for an	...be about people or groups of

issue or project and how it will affect the speaker	people
...use respectful, inclusive language	...use abusive, offensive, vulgar, or discriminatory language
... use language that is honest, accurate and direct	...use terms that disguise or underplay the true intent of comments
...focus on facts	...speculate or make assumptions

REPORT

Climate Action, Planning and Development and Engineering Services

To: Mayor Cote and Members of Council **Date:** October 4, 2021

From: Emilie K. Adin, MCIP **File:** 05.1020.20
Director, Climate Action, Planning and
Development

Lisa Leblanc,
Director, Engineering Services

Item #: 2021-412

Subject: Construction Noise Bylaw Exemption Request: 660 Quayside Drive (Bosa
Development)

RECOMMENDATION

THAT Council grant an exemption from Construction Noise Bylaw No. 6063, 1992 to Bosa Development on Friday October 22, 2021 from 6:00 AM to Saturday October 23, 2021 to 9:00 AM to enable a monolithic concrete pour for the creation of the West Tower foundation.

and

THAT Council grant an exemption from Construction Noise Bylaw No. 6063, 1992 to Bosa Development for either Friday October 29, 2021 from 6:00 AM to Saturday October 30, 2021 at 9:00 AM OR Friday November 5, 2021 from 6:00 AM to Saturday November 6, 2021 at 9:00 AM to enable a monolithic concrete pour for the creation of the West Tower foundation if unfavorable weather conditions prohibit the work from occurring on the weekend of Friday October 22, 2021.

PURPOSE

To seek Council’s approval for an exemption from Construction Noise Bylaw No. 6063, 1992 to enable Bosa Development to conduct an overnight monolithic concrete pour for the creation of the West Tower foundation at Pier West Development located at 660 Quayside Drive.

BACKGROUND

Project Description

Pier West by Bosa Development is one of the tallest waterfront residential properties in the Lower Mainland. It is set within an 11 acre site on the City’s celebrated riverfront boardwalk and connects the downtown with Westminster Pier Park.

The land at 660 Quayside (also known as the Larco site) was sold and in 2016, Bosa Development applied to revise the Master Plan to allow for two residential high rises and one commercial building. This proposal was approved by Council in 2017. The residential high rises will be forty-three and fifty-four storeys. The three storey commercial building will accommodate childcare and retail.

Features of the new plans include: approximately two acres of additional park and public open space, including an extension to Westminster Pier Park, a public plaza and esplanade space; the missing riverfront link between the Fraser River Discovery Centre and Westminster Pier Park; a fully accessible pedestrian and cyclist overpass at Sixth Street (complete); and improved pedestrian and cyclist access to the riverfront via Begbie Street.

Bosa Development proposes to conduct one overnight concrete pour for the creation of the foundation of the West Tower at Pier West Development located at 660 Quayside Drive to occur sometime between Friday, Oct 22, 2021 and Saturday, November 6, 2021.

DISCUSSION

Construction Schedule

Bosa Development have confirmed that the monolithic pour of 4500 cubic meters for the West Tower core needs to occur as one single continuous event estimated to take approximately 24 hours. Bosa’s engineers report that the core footing needs to be a monolithic slab as it will be located below the water table due to its close proximity to the South Fraser River. Splitting the pour over two days is not recommended as it would result in a seam within the slab and introduce concerns regarding future water seepage issues due to hydrostatic pressures. The seam also would introduce a risk of water migrating into the elevator shaft. Those risks are eliminated by conducting one continuous pour. Photographs and map showing the location of the work relative to the development can be found in Appendix A.

During the pour there will be four concrete pump trucks located around the foundation area of the work site and a spare concrete pump truck in case of breakdown of any pump truck. Concrete will be supplied by approximately 23 concrete supply trucks per hour for a total load of 450 trucks during the duration of the entire concrete pour.

Bosa would like to begin the pour on Friday October 22, 2021 at 6:00 AM (one hour earlier than permitted hours) and continue around the clock to 9:00 AM on Saturday October 23, 2021 (13 hours past the end of permitted hours). The length of the proposed pour will allow one continuous pour and will provide a buffer for any unforeseen delays such as weather conditions, supply of concrete materials, settling of concrete poured at site.

Staff have carefully considered this request and how the construction objectives can be met in the manner most conducive to local residents' ability to rest. It was determined an overnight pour involving early morning noise disruptions of two consecutive mornings occurring on a Friday/Saturday was preferable to any other two morning combination.

If the concrete pour is delayed from Friday October 22, 2021, Bosa requests an exemption to enable them to pour for a similar extended period at some point over the next subsequent 14 day period ending Saturday November 6, 2021.

Transportation Impact

During this monolithic pour, impact to pedestrian access to and from the River Market area is expected to be minimal. The temporary closure of Quayside Drive at Begbie Street for motor vehicles will be required to facilitate the efficient movement of concrete trucks to and from the site. However, this will not impact the sidewalk and crosswalk at Begbie Street. With the increased truck traffic, a Traffic Control Person (TCP) will be directing pedestrian traffic and asking cyclists to dismount. Other pedestrian walkways at Hyack Square and McInnes Street Overpass will remain unaffected.

Quayside Drive is a shared bicycle facility with a speed limit of 30km/h. Although a cycling connection will remain on Quayside Drive, additional traffic is anticipated when there is a train event at Begbie Street. Up to 23 concrete trucks per hour are expected to detour through Quayside Drive. Truck operators will be instructed and expected to safely share the road with cyclists. A cyclist detour will be provided via McInnes St. Overpass, Carnarvon Street and Begbie Street.

The #103 bus route will not have any bus stop closures but may experience some minor delays due to additional congestion on Quayside Drive and the McInnes Street Overpass during peak times as a result of diverted traffic.

Regarding vehicle traffic, an anticipated 450 concrete trucks will enter and leave the Bosa site at Begbie Street for the duration of the pour. These concrete trucks will primarily enter the site at Begbie Street via westbound Front Street and exit the site on

to Begbie Street and turn east onto Front Street. As noted previously, Begbie Street south of Front Street will be closed to general motor vehicle traffic for the duration of the pour.

Front Street is classified as an arterial road with one motor vehicle travel lane in both eastbound and westbound directions. In addition, Front Street is a 24-hour truck route and is an important corridor for the movement of goods in the region. Based on the latest traffic count data from 2018, this section of Front Street carries weekday peak AM volumes averaging approximately 570 vehicles per hour and peak PM volumes averaging 625 vehicles per hour. On Saturdays, the AM peak volume is 690 vehicles per hour and the PM peak volume is 780 vehicles per hour. It should be noted that vehicle volume does start to increase on Front Street from 6:00 AM onwards. After 6:00 PM, the average vehicle volume lowers approximately 15% every hour to a low of 66 vehicles per hour between 3:00 AM and 4:00 AM. There is no transit service on this section of Front Street.

Begbie Street is classified as a local road with one motor vehicle travel lane in both northbound and southbound directions. Based on the latest traffic count data from 2014, this section of Begbie Street - Quayside Drive has weekday peak AM volumes averaging approximately 80 vehicles per hour and peak PM volumes averaging 120 vehicles per hour. On Saturdays, the volume is slightly higher with the AM peak at approximately 120 vehicles per hour and the PM peak at 150 vehicles per hour respectively. A review of the traffic volume characteristics during the requested extension hours before 7:00 AM and after 8:00 PM indicates that traffic volumes are significantly lower than during the peak periods, particularly from 10:00 PM to 6:00 AM. There is no transit service on this section of Begbie Street.

Quayside Drive is classified as a collector road with one motor vehicle travel lane and one parking lane in both eastbound and westbound directions west of McInnes Overpass. It is also a shared bicycle facility in both directions with a speed limit of 30 kmh. Based on the latest traffic count data from 2018, Quayside Drive has weekday peak AM volumes averaging approximately 220 vehicles per hour and weekday peak PM volumes averaging 390 vehicles per hour. Weekend peak AM volumes are approximately 240 vehicles per hour and weekend peak PM volumes are 260 vehicles per hour respectively. The #103 bus uses the McInnes St overpass and Quayside Drive to service the neighbourhood.

Adding to the complexity of this operation is the presence of rail crossings. There are three railways that intersect Begbie Street and Front Street. These railways are owned and operated by Southern Railway, Canadian Pacific and Canadian National. There is a single railway crossing Front Street at Fourth Street operated by Southern Railway. The latest train count available for Canadian Pacific and Canadian National, taken from Front Street at Fourth Street in 2020 suggests an average of seven train events during the weekdays and an average of six train events on Saturdays between the hours of 6:00 AM and 9:00 PM. These train events ranged from three rail cars up to 103 rail cars; therefore the duration for a train crossing may also vary greatly. Train count data

for Southern Railway was not available at the time of writing this report but Bosa’s traffic consultant was advised their trains typically do not cross Front Street on Saturdays.

Train events at either crossing will disrupt the monolithic pour and will immediately require an alternate route as each concrete truck has a 90-minute window for delivery before the concrete falls out of its minimum specifications for use in core footings:

- During a train event at the Begbie Street crossing, truck access to the site will not be available via Begbie Street. Concrete trucks will detour and access the site via Stewardson Way, Third Avenue Overpass and Quayside Drive and vice versa when trucks must leave the site. As it is critical that the monolithic concrete pour is continuous, this detour through the Quayside neighborhood is necessary and must be utilized when Begbie Street is unavailable; however, it will only be used when there is a train event at Begbie Street and returned to the primary route as soon as the train event has cleared. Bosa’s traffic consultant has performed an analysis to show that concrete trucks can successfully navigate this route. In addition, TCPs will be stationed on Third Street and Quayside Drive to safely manage motor vehicle and cyclist traffic in the presence of these trucks.
- During a train event at the Front Street crossing, concrete trucks will be diverted away from Front Street at E. Columbia Street to take McBride Boulevard, Royal Ave, Columbia Street, back to Front Street and vice versa for concrete trucks leaving the site.

To coordinate and manage train events, Bosa will contract staff from CN & CP to work in conjunction with their TCPs and traffic engineer to communicate and direct concrete trucks as required.

If onsite staging areas are fully occupied, to prevent truck traffic from queuing through Quayside Drive and to minimize disturbance to the neighbourhood, any waiting concrete trucks will be staged nearby on 14th Street but outside the Quayside neighbourhood and released in an evenly-timed, continuous manner to the site through the Traffic Control Supervisor.

It is proposed that the traffic signal at Begbie Street and Front Street be put into flash during the pour operation to facilitate movement of the concrete trucks to and from the site as well as to keep the flow of trucks and goods moving along Front Street. Vehicle movement will be controlled by experienced TCPs along with a Traffic Control Supervisor.

Putting the signal under TCP control is necessary for several important reasons:

- Left turns are prohibited for westbound traffic on Front Street. TCPs will allow the anticipated 23 concrete trucks arriving per hour to make the left turn onto Begbie Street and prioritize their movement to and from the site to prevent congestion on Front Street;

- TCPs can monitor and manage any queuing on Front Street or Begbie Street while also prioritizing emergency access vehicles, if needed;
- TCPs can direct the concrete trucks to the Third Avenue Overpass detour should train operations interfere with their concrete deliveries; and
- TCPs can follow and operate under an approved Traffic Management Plan and ensure a safe operation of this construction activity.

To assist in directing customers and deliveries to the River Market businesses during the pour operation, a TCP will be stationed at the intersection of K de K Court and Quayside Drive and additional wayfinding signage will be placed at decision points for motorists.

In addition to the Metro Vancouver Interceptor Rehabilitation project on Columbia Street and the associated impacts there, with proper traffic management coordination, Transportation staff do not anticipate these coinciding projects to directly affect each other significantly. Transportation staff will perform a final review of the traffic management plan at the Street Occupancy Permit application stage.

Although the variance to extend the available hours for the concrete pour may increase the possibility of noise in the early morning and late evening, the need for a continuous concrete pour is critical. Given the scope and duration of work, the ability to maintain walking and biking connections, limited impacts to transit, and vehicle volumes during the exemption periods being comparable or lower compared to normal construction hours, City staff consider the requested exemption to be reasonable under these circumstances.

Noise and Light Impact

Pump trucks setting up and concrete supply trucks arriving on site will create construction noise. The work will include coordination between the four pump trucks and approximately 23 concrete supply trucks per hour bringing concrete supplies to the site. Noise will also occur from back-up beepers as vehicles position themselves on site for the duration of the pour. Noise may also result from the use of hand tools by construction workers.

Bosa Development has committed to the following noise mitigation measures:

- ensuring all equipment is in good operating order;
- operating equipment at minimum engine speeds consistent with effective operation;
- educating and supervising construction personnel to ensure potential noises are minimized;
- avoiding unnecessary idling, revving, use of airbrakes and banging of tail gates;
- turning off equipment when not in use;

- having a contact person available to respond to any calls from affected residents and businesses; and
- performing spot checks using hand held noise monitors.

During the overnight time of the concrete pour the Bosa site will be lit with flood lights for construction workers' safety and for crews to be able to perform their tasks in relation to the concrete pour. While a direct intrusive light into neighbouring residences and businesses is not anticipated, there may be some reflections of light towards the nearby properties. Bosa will do their best to keep any light reflection to a minimum. Appendix B shows lighting map for the Bosa site.

Notification

Advance notification will be provided to nearby residents and businesses according to Bosa's community engagement protocol. This will include:

- posting information and updates to the Bosa Development website at www.660QuaysideDr.com;
- sending direct emails to approximately 200 business and resident stakeholders; and
- conducting a mail drop to residents and businesses in the following locations:
 - 300 to 700 Block of Front Street (north side);
 - 300 to 700 Block of Columbia Street (north and south side);
 - 400 to 700 Block of Clarkson Street (north and south side);
 - 400 to 700 Block of Carnarvon Street (south side); and
 - 20 to 40 Block of Sixth Street (east and west side).
 - 1 to 10 Block of Renaissance Square (all properties);
 - 8 to 12 Block of Laguna Court (all properties);
 - 30 Block of Reliance Court (all properties);
 - 3 to 15 Block of K De K Court (all properties);
 - 700 to 1400 Block of Quayside Drive (north and south side).

A notification map can be found in Appendix C and a sample of notification letter can be found in Appendix D.

Staff have carefully considered Bosa's request for a 27-hour concrete pour event for the weekend and weekdays, have consulted with businesses on Quayside Drive, reviewed the traffic impact study, and are aware of residents still working from home due to ongoing fourth wave of Covid-19 pandemic and present to Council the following options with their recommendation.

OPTIONS

The following options are presented for Council's consideration:

1. That Council grant an exemption from Construction Noise Bylaw No. 6063, 1992 to Bosa Development on Friday October 22, 2021 from 6:00 AM to Saturday October 23, 2021 to 9:00 AM to enable a monolithic concrete pour for the creation of the West Tower foundation.

and

That Council grant an exemption from Construction Noise Bylaw No. 6063, 1992 to Bosa Development for either Friday October 29, 2021 from 6:00 AM to Saturday October 30, 2021 at 9:00 AM OR Friday November 5, 2021 from 6:00 AM to Saturday November 6, 2021 at 9:00 AM to enable a monolithic concrete pour for the creation of the West Tower foundation if unfavorable weather conditions prohibit the work from occurring on the weekend of Friday October 22, 2021.

2. That Council provide different direction to staff.

Staff recommends Option 1.

ATTACHMENTS

Appendix A: Area of Proposed Work
Appendix B: Lighting Map for the Bosa Site.
Appendix C: Map of Construction Notification
Appendix D: Sample of Notification Letter

APPROVALS

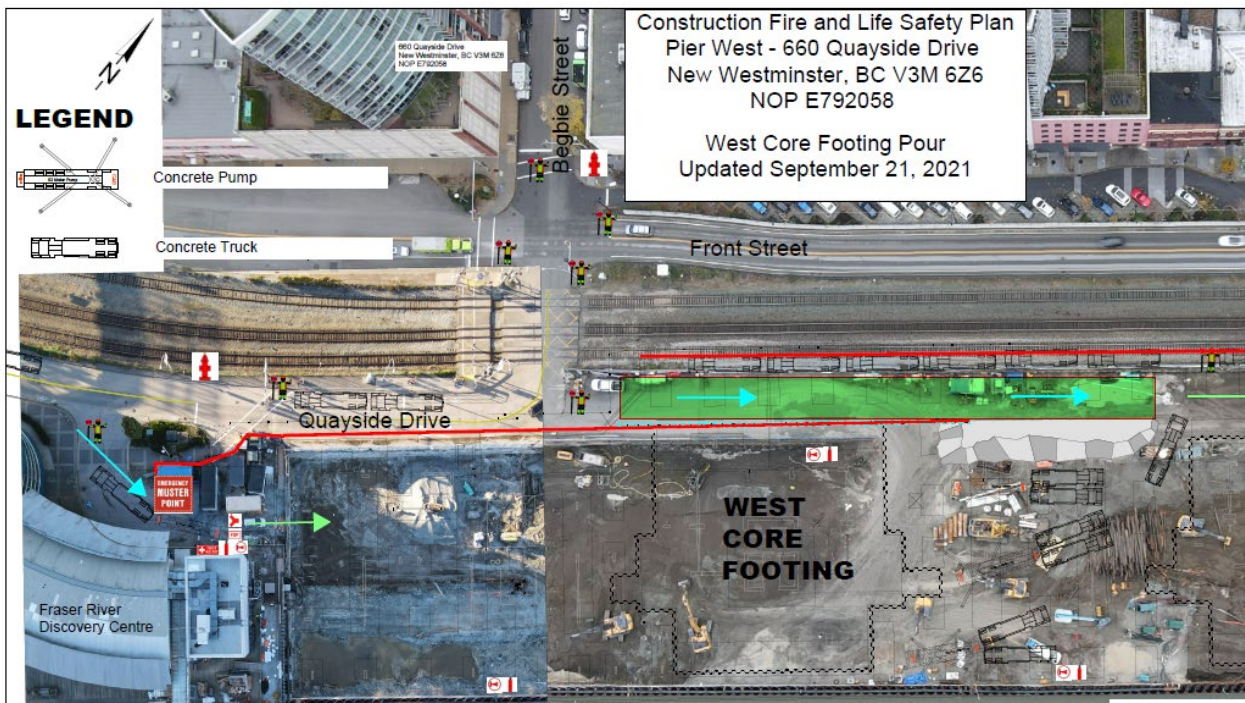
This report was prepared by:
Nav Dhanoya, Construction Impacts Coordinator
Michael Nguyen, Engineering Technologist, Transportation

This report was reviewed by:
Kim Deighton, Manager of Licensing and Integrated Services
Kanny Chow, Transportation Engineer
Mike Anderson, Acting Manager, Transportation

This report was approved by:
Emilie Adin, Director, Climate Action, Planning and Development
Lisa Leblanc, Director, Engineering Services
Lisa Spitale, Chief Administrative Officer

Appendix A
Area of Proposed Work

Appendix A: Area of Proposed Work





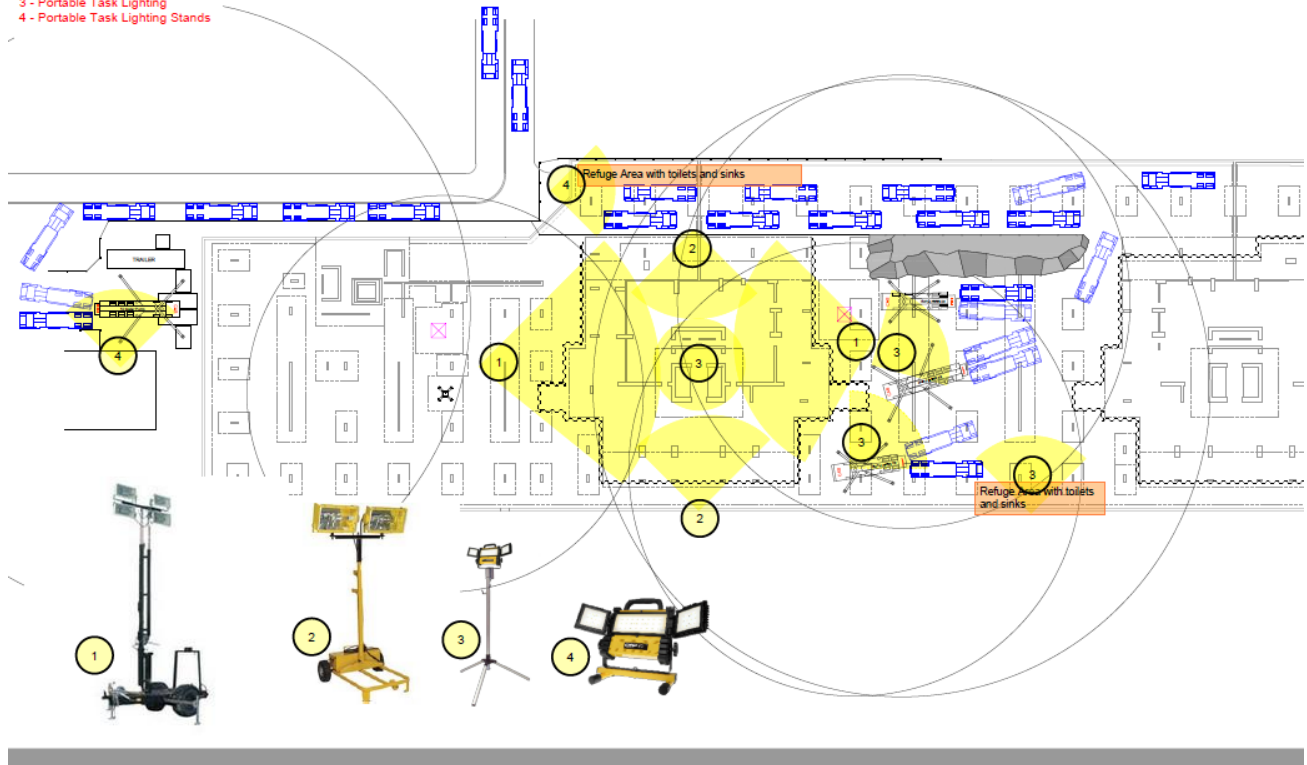
Appendix B

Lighting Map for the Bosa Site

Appendix B:

Lighting Map for the Bosa Site.

September 22, 2021
Lighting Plan for Core Pour
Mix of Lighting Types -
1 - Light Tower
2 - Portable 1000W Light Stand
3 - Portable Task Lighting
4 - Portable Task Lighting Stands



Appendix C

Map of Construction Notification

Appendix C:

Map of Construction Notification



Appendix D

Sample of Notification Letter

Appendix D: Sample of notification letter

Construction Notice – 660 Quayside Drive



From July 12th-14th Quayside Drive will be closed west of Begbie to the pedestrian crossing (approximately 300 metres). **There will be no vehicular access to the Riverfront Area via this route during this time. Pedestrian, bicycle and wheelchair access will be maintained.** Vehicle detours will be set up to use the McInnes Overpass and for large trucks to use the Third Avenue Overpass to enter and exit the Riverfront Area.

Please see the map on the reverse showing the road closure area and the detour routes. Please obey all signs and traffic control personnel at all times. All work will take place during regular construction hours (7:00am-8:00pm)

This closure is needed in order to fix the road settlement issues that have occurred in this area. A closure of the full width of the road is needed in order to have adequate space to do the required repairs and to maintain safe working conditions for our crew. We will endeavor to complete the work as quickly as possible and to re-open the road as soon as we can.

Thank you as always for your patience and understanding while we complete this work. Please do not hesitate to contact us if you have any questions or concerns.



REPORT

Office of the Chief Administrative Officer

To: Mayor Cote and Members of Council **Date:** October 4, 2021

From: Lisa Spitale,
Chief Administrative Officer **File:**

Item #: 2021-419

Subject: Downtown New Westminster BIA Extension: 2022 - 2025

RECOMMENDATION

THAT renewal of the Downtown New Westminster Business Improvement Area by Council initiative, at the request of the Downtown New Westminster Business Improvement Society, be commenced; and

THAT the following bylaws be forwarded for Council consideration:

- Downtown New Westminster Business Improvement Area (Primary Area) Bylaw No. 8288, 2021
 - Downtown New Westminster Business Improvement Area (Secondary Area) Bylaw No. 8289, 2021
-

PURPOSE

To initiate the renewal of the Downtown Business Improvement Area, under the initiative plan as defined in the Community Charter.

BACKGROUND

A business improvement area (BIA) is a local service area established by a municipal council where business and light industry property owners finance activities to promote business. Removing graffiti, holding events and conserving heritage property can improve the local economy and advance the social well-being of the community.

The *Community Charter* provides the authority for a municipality to create a business improvement area by bylaw, and establishes the rules for the establishment and operation of such an area. Business promotion activities in a business improvement area are financed through a municipal grant and local service property tax scheme.

In New Westminster, the Downtown BIA has been in existence since December of 1989, initially for a three year period and then renewed in 1993, 1998 and 2002 for consecutive five year renewal periods, 2007 for a ten year period and most recently in 2018 for a four year period, ending in 2021.

EXISTING POLICY AND PRACTICE

The Downtown BIA has been broadly supported during past renewal processes.

- The 2007 renewal recorded 4 of 77 opposed in the primary area, and 7 of 89 opposed in the secondary area.
- The 2018 renewal recorded 3 of 85 opposed in the primary area, and 1 of 122 opposed in the secondary area.

Past Council policy has been to support the Downtown BIA process when requested to do so. It is therefore recommended that the process be initiated for proposed renewal of the BIA in 2021 for a further four year term.

ANALYSIS

At the September 8, 2021 BIA board meeting, the membership unanimously passed a resolution to request a four-year renewal term for the Downtown Business Improvement Areas. Attachment A includes the formal request by the Downtown BIA Society for Council to initiate the renewal process. In summary, the request includes the following parametres for the renewal:

BIA Primary Area

Term: 4 Years
No changes from 2018 established boundaries.

BIA Secondary Area

Term: 4 Years
No changes from 2018 established boundaries.

Grant Amount	Year	Primary	Secondary	Total
	2022	161,912.41	133,857.52	295,769.93
	2023	166,769.78	137,873.25	304,643.03
	2024	171,772.87	142,009.45	313,782.32
	2025	176,926.06	146,269.73	323,195.79

Renewal Process

The process of renewal under the initiative plan is reasonably intensive, as summarized by the following steps:

1	BIA establishing bylaws delineating primary and secondary area, and establishing total dollar amount for each area, given 3 readings, not adopted until after the report on sufficiency of petition against.	Oct 4, 2021
2	First notice to all property owners and notice in newspapers of intention to establish BIA for a four year period commencing January 1, 2022. Property owners are given one month to respond to notice.	Oct 14, 2021
3	Second notice in newspaper giving one month to respond to notice.	Oct 21, 2021
4	Documentation of responses by property owners (report on sufficiency of petition against) by the City Clerk. The petition against must be signed by property owners representing at least 50% of the number of property owners and 50% of the assessed values in the designated areas in order to be successful.	Nov 22, 2021
5	BIA establishing bylaws adopted if petition against is not successful.	Dec 13, 2021
6	Council bylaw directing staff to prepare BIA Assessment Roll and set time of Assessment Roll Review Panel.	Winter 2022
7	Parcel Tax Roll Review Panel advertised, and detailed notices mailed to all property owners.	Spring 2022
8	Review Panel held to confirm Parcel tax Roll.	Spring 2022
9	Local Service Parcel Tax bylaws prepared and adopted.	Spring 2022
10	Levy calculated and billed with normal property tax notices.	Spring 2022

FINANCIAL IMPLICATIONS

Annual BIA budgets are funded through a local area service property tax on business and light industry properties (BC Assessment Class 5 and Class 6 properties) within the boundaries established by the BIA bylaw. Through that tax, the grant provided by the municipality for the business promotion schemes of the business improvement area is recovered. Since BIAs are funded through a special property levy on commercial properties within the designated BIA boundaries, there are no financial implications to the City of New Westminster.

INTERDEPARTMENTAL LIAISON

This report has been prepared by Office of the CAO and Finance Department staff.

OPTIONS

The following options are presented for Council's consideration:

1. THAT renewal of the Downtown New Westminster Business Improvement Area by Council initiative, at the request of the Downtown New Westminster Business Improvement Society, be commenced; and

THAT the following bylaws be forwarded for Council consideration:

- Downtown New Westminster Business Improvement Area (Primary Area) Bylaw No. 8288, 2021
 - Downtown New Westminster Business Improvement Area (Secondary Area) Bylaw No. 8289, 2021
2. That Council provide staff with alternative direction.

Staff recommends Options 1.

ATTACHMENTS

Attachment 1: Request from Downtown BIA Society to Initiate Renewal Process

Attachment 2: Downtown New Westminster Business Improvement Area (Primary Area) Bylaw No. 8288, 2021

Attachment 3: Downtown New Westminster Business Improvement Area (Secondary Area) Bylaw No. 8289, 2021

This report was prepared by:

Carolyn Armanini, Planner, Economic Development
Jacque Killawee, City Clerk

This report was reviewed by:

Blair Fryer, Manager, Communications and Economic Development
Parissa Bhullar, Manager, Collection Services

This report was approved by:

Lisa Spitale, Chief Administrative Officer

Attachment #1

*Request from Downtown BIA Society to
Initiate Renewal Process*



September 22, 2021

Mayor and Council
Corporation of the City of New Westminister
511 Royal Avenue
New Westminister, BC
V3L 1H9

His Worship Mayor Jonathan Cote and Members of Council

Re: Downtown New West BIA Renewal

On behalf of the Board of Directors of the Downtown New Westminister Business Improvement Society, please accept this request to start the process for the appropriate by-laws to renew the BIA mandate.

We have accomplished a great deal since 1989, and in particular during our last term. As Downtown New West has grown and evolved, so has the BIA as an organization and we are very proud of our accomplishments in service to our membership.

Our Downtown has been hit hard by the pandemic, as well as recent fires and large construction projects, all of which are contributing to a business community who needs support more now than ever. In our recent consultation with members, partners and stakeholders, we have heard that the need for the Downtown New West BIA has never been greater.

Therefore, we request that the Downtown New West BIA be renewed as follows:

1. Levy:

We are requesting a 3% increase each year as follows:

- In 2022, the budgeted levy to generate a total of **\$295,769.93**, \$161,912.41 from the primary area and \$133,857.52 from the secondary area.
- In 2023, the budgeted levy to generate a total of **\$304,643.03**, \$166,769.78 from the primary area and \$137,873.25 from the secondary area.
- In 2024, the budgeted levy to generate a total of **\$313,782.32**, \$171,772.87 from the primary area and \$142,009.45 from the secondary area.
- In 2025, the budgeted levy to generate a total of **\$323,195.79**, \$176,926.06 from the primary area and \$146,269.73 from the secondary area.

2. Term:

The BIA requests that the term of the renewed bylaws be for 4 years, from 2022 through 2025.

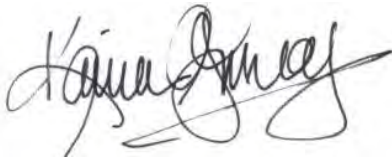
Downtown New Westminister Business Improvement Society
8-552 Columbia Street, New Westminister, British Columbia V3L 1B1
T: 604.524.4996 E: info@downtownnewwest.ca
www.downtownnewwest.ca

DOWNTOWN
NEW WESTMINSTER

Attached you will find our 2018-2021 strategic plan, two most recent annual reports, and further information on all the services we offer members. We are in the process of developing a new 3-year strategic plan for the Downtown in support of businesses during pandemic recovery and beyond.

Our Board and staff are grateful for the continued assistance from the City of New Westminster. We look forward to the challenges ahead and to building even stronger relationships with our partners and neighbours throughout the City.

Sincerely,



Karima Jivraj
President
Downtown New West BIA

cc: Jacque Killawee, City Clerk
Parissa Bhullar, Manager, Revenue & Collections
Blair Fryer, Communications & Economic Development Manager

Downtown New Westminister Business Improvement Association
2018-2021 Strategic Plan
Final Report
Ruby Group Fundraising and Event Management

Introduction

This report is the result of work done between January and June 2018. The process was guided by a working group comprised of board and staff and facilitator Jason Campbell. The process included an extensive external stakeholder consultation, member survey, informal conversations at the New Westminister BIA Annual General Meeting, and a planning day with board and staff. Also used as a resource was the City of New Westminister's new Economic Development Plan and the BIA's strategic plan from 2015.

Purpose of the New Westminister Business Improvement Association

- To develop, encourage and promote business in the Downtown New Westminister Business Improvement Areas;
- To conduct studies of, and advance projects, plans, or improvements designed to benefit the Downtown New Westminister Business Improvement Areas;
- To cooperate with and aid any person, body, group, or association in projects designed to benefit the Downtown New Westminister Business Improvement Areas;
- To raise revenue to carry out the purposes of the Society;
- To promote matters of common concern and interest to businesses and property owners in the Downtown New Westminister Business Improvement Areas, and to bring together businesses and property owners in the Downtown New Westminister Business Improvement Areas for fulfilling the purposes of the Society

History of the Downtown New Westminister BIA

1989 – BIA is proposed by merchants/property owners

City passes bylaw designating geographic boundary and levy is passed. Registered as a not-for-profit society, first AGM is held and election of first board of directors.

1990 –Netty Tam is hired as Executive Director.

Throughout the 90s, the focus of the BIA is on social issues, safety concerns, and launching events & initiatives

Columbia Streetscene & Fraserfest are launched in the early 90s followed by Dickens Days and an Easter Egg hunt event in the mid-90s.

The City of New Westminster and the BIA spend 3 years developing a vision for the downtown, finalizing it in 1996. The BIA office is transformed into a model of what the downtown could look like in the future. Focus on developing residential and upgrading commercial/retail spaces as part of the vision.

A Performing Arts Task Force is launched in 1996, with the aim that the old Columbia Theatre be redeveloped into a live performing arts centre, viewed as a catalyst to Downtown redevelopment.

Out of the Performing Arts Task Force a new separate society is registered called the “Raymond Burr Performing Arts Society” the BIA loans the new society \$10k to get started in 1997.

By 2000, The Burr Society has raised enough funds to approach the City who matches those funds and purchases the old Columbia Theatre. The Burr Society is tasked with running the theatre for the City, the BIA forgives the original \$10k loan made to the Society at the AGM.

The Riverboat casino was proposed in 1997 by Star of Fortune Gaming Company, lots of consultation by the City and the BIA, in the end the BIA supported the casino opening.

It opened in 1999, the casino pledged funds for a new conference centre in downtown New West (Anvil Centre opens 15 years later).

In 1998 most of the major banks leave downtown New Westminster, only Scotiabank remained. Crime, social issues & the beer parlours are blamed for public perception being at an all-time low. The BIA hired a PR person to combat the negative publicity.

In 1999 Netty Tam leaves the BIA and Jack Bass is hired as executive director.

The BIA believes that new events would bring people to downtown new west and show them how much it has changed – the first show & shine is launched and is considered a huge success.

In the early 2000s Columbia Street had many vacancies, the city works with the BIA to attract large tenants, West Coast College of Massage Therapy opens in 2001. Events are reassessed during this time and the BIA drops Easter, Dickens Days, passes Fraserfest on

to the Hyack Festival Association, and introduces the multicultural festival. The focus is on growing show & shine.

In 2004 Jack Bass leaves the BIA and the office goes without an executive director for almost a year. Events continue to be produced by support staff, and Brian Dodd is hired in July of 2005. Two new events are launched – Royal City Tea and Music in the Square. Royal City Tea only lasts a couple of years, music in square is eventually taken over by the City under Parks & Rec (programming Hyack square during the summer)

The first BIA website is launched in early 2007.

In 2008 Royal City Star Riverboat Casino closes (moves to a new facility in Queensborough).

The defunct Westminster Public Market is purchased by Mark Sheih and plans for a relaunch as River Market is announced. It takes them several years to get off the ground

In 2009 Brian Dodd leaves the BIA and Virginia Bremner is hired on contract as office manager.

The Burr Society officially folds and the city puts the Columbia Theatre up for sale.

The city celebrates its 150th birthday and the BIA is heavily involved in the yearlong series of celebrations.

The board starts discussing the city's plan to tear down the Parkade, this discussion starts in 1999 and continues until late 2013 when an official position is decided upon and communicated to mayor & council.

Virginia Bremner's contract ends in late 2010, the office is run by two admin assistants for the majority of 2011 until Kendra Johnston is hired in November.

In 2012 the BIA joins social media, launches a new website, and implements a weekly electronic newsletter to the membership. The show & shine is rebranded to the Key West Ford Show & Shine under a 3 year sponsorship deal. Maddison Mckitrick is hired as the programs & events coordinator in November of 2012.

As we move into 2013 the BIA starts sponsoring events to ensure their success in our downtown: New West Doc Fest, Pecha Kucha, and New West Pride for example.

The BIA launches Columbia StrEAT Food Truck Fest, a holiday tree lighting program, and decides to discontinue the multicultural festival. A new governance manual is adopted and new bylaws are passed at the AGM. In October a major fire destroys 3 buildings and affects dozens of businesses.

In 2014 the decision was made to no longer produce the show & shine after 15 years, after putting the word out, the Hyack Festival Association offers to continue on the show & shine's legacy.

The BIA moves to a new office, implements a new grant program for façade improvements and launches a monthly “VIP” e-newsletter to more than 2k people to promote our membership. Recently, the BIA launched the hugely successful Fridays on Front event. In 2017 the BIA area was expanded to include businesses in the lower 12th area.

Stakeholder Consultation

The following external individuals and groups were surveyed for information in person:

- Lisa Spitale, City of New Westminster CAO
- Blair Fryer, City of New Westminster EDO
- Tourism New West
- Downtown Residents Association
- New Westminster Chamber of Commerce
- Councilor Mary Trentadue
- Mayor Jonathan Cote
- Fat Paint
- Champagne Taste
- Uptown BIA
- Steel and Oak
- Jackie Teed, Acting Director of Development, City of New Westminster
- Arts Council of New Westminster

External Stakeholder Consultation Themes:

- Very positive feedback toward the work of the Downton New Westminster BIA
- BIA seen as a respected leader in the community providing a valuable service
- Events are well recognized as seen as a benefit to New Westminster as a whole
 - Fridays on Front was extremely popular
- Social media presence recognized and seen as a great marketing tool
- Organizations are eager to partner
- City of New Westminster is very interested in being a partner on research projects (eg. residential retail shopping habits, new Lower 12th area)
 - There may be an opportunity for the City to fund market research
- There is perhaps some confusion over the role of the BIA, Tourism New West and

New West Chamber. Services are seen by some to overlap.

- New Economic development plan is complete and will soon be implemented. This will guide the priorities of the City of New Westminster Economic Development Department.
 - Plan is not focused on retail experience. There is an opportunity here for leadership from the New Westminster BIA.
- Conversations revealed valuable insight into the new Lower 12th area
 - The area has been declared by the City as a “Study Area” that will need more research and analysis. It is not part of the new OCP.
 - Not an immediate priority for the City
 - Local businesses are interested in BIA assistance regarding their concerns
 - There is an opportunity for new events and initiatives in partnership with local businesses
- BIA can be a valuable advocate for businesses and on some issues may want to partner with the Uptown BIA and Chamber
- BIA is encouraged to be more proactive with advocacy and if needed should go directly to council with issues
- City of New Westminster planning department is open to a closer partnership especially permits and licensing

A detailed survey was sent to all 460+ BIA members (including business in the newly expanded BIA area). We received 61 responses and the survey results can be found in the survey results document. Survey summary:

- Facts and Figures
 - 34% identified as part of new boundary (22% not sure)
 - 43% of businesses less than 5 years’ old
 - 53% with less than 5 employees. This is very similar to 2015.
- Business fairly even amongst categories (professional service most common)
- Top three rated programs:
 - Lighting program
 - Beautification program
 - Food Cart Festival
- Top three issues:
 - Construction fatigue (extensive comments were made)
 - Parking
 - Gentrification
- Safety was rated as an issue much higher in 2015
- Acknowledgment that some issues (eg. construction) are not under the control of the BIA
- BIA seen as an overwhelmingly positive influence on downtown (events, social media, supportive of business)

Planning Day

The Downtown New Westminster BIA held a planning day with board and staff to determine strategic goals for 2018-2021.

Through an exercise to identify values that best represent the work of the BIA the following were identified.

Values:		
Community	Inclusion	Cooperation

A goal setting exercise was conducted to set broad three year goals for the board and staff. Three major goals were identified.

Goal 1: The BIA will make things happen in downtown New Westminster

Objectives:

- A. Implement placemaking strategies that promote people's health, happiness, and well-being and attract new business to New Westminster.

Strategies include:

- Marketing opportunities at gateways, such as skytrain stations
- Implementation of activation grant program (identify the appropriate areas to activate)
- Identify places for people to connect, and make those spaces interesting
- Activate areas without needing to manage them (invite bike clubs)
- Making opportunity at gateways by creating identity (pop ups)
- Placemaking: providing sense of place using events and making New West a destination by also attracting new business

- B. Facilitate new events that benefit the businesses of downtown New Westminster

Strategies include:

- Determine where and when events will be held that will benefit businesses the most
- Encourage formal and long-lasting sponsorship program. Develop a formal sponsorship policy
- Events aren't standalone goal but help to shape place making efforts

- not just a desirable place but the original community and what we aspire to be
 - Encourage more events and sponsoring/supporting of others instead of entire coordination
 - Festival grant committee, getting involved at that level
 - Identity ways to support external initiatives while benefiting members is paramount
 - Provide event expertise and coordination
- C. Activate BIA programs and services in the new Lower 12th Avenue
Strategies include:
- Facilitate a visioning process for Lower 12th to determine needs
- D. Implement and update BIA Marketing Plan

Collaborative Partners:

- Businesses in Lower 12th area
- Arts Council of New Westminster
- Tourism New Westminster
- Economic Development Department
- Department of Planning

Measurement:

- Surveys and focus groups to determine effectiveness (ROI) of events

Goal 2: The BIA will provide outstanding business outreach and support to downtown New Westminster businesses

Objectives:

- A. Increase the effectiveness of the BIA's new business welcome strategy
Strategies include:
- Review and assess the welcome package and greeting committee.
 - Ensure the board is aware of the new business welcome package
 - Access City data to determine new businesses (permits and licenses)
 - Develop a clear elevator pitch BIA for board and staff
 - Recruit Ambassadors to engage new businesses
- B. Increase the BIA's networking scope to build a connected community
Strategies include:
- Continued use of social media

- Reaching out to members for event socials
 - Identify the most effective types of socials
- C. Increase the support to current businesses

Strategies include:

- Supporting businesses through disruption (ex: construction, filming, etc)
- Advocate proactively for businesses on city issues
- Business planning events with small business
- Beautification
- Member newsletter
- Emphasis on reaching out to businesses in the new Lower 12th area

Collaborative Partners:

- New West Chamber of Commerce. Chamber already has professional development program of business so we should collaborate where possible.
- New West Planning Department
- New West Economic Development
- Downtown businesses alongside neighbours mentor support system
- New West Council and CAO

Measurement:

- Surveys and focus groups to determine effectiveness of networking and business mentorship programs (attendance and satisfaction)

Goal 3: Lead the way in creating an inclusive community that is vibrant and passionate about business & growth

Objectives:

- A. Increasing the number of effective relationships both inside and outside the downtown area

Strategies Include:

- Creating and continuing proactive relationships with other key organizations (Chamber, Uptown BIA, Arts Council, Tourism), First Nations, and federal / provincial government representatives
 - Create a cheat sheet of non-profit organizations - mandates, etc.
- Identify and get to know key people from key organizations (board and staff)
- Become more knowledgeable about resources that we are not utilizing

B. Increase the use of effective advocacy to promote change

Strategies Include:

- City hall should become a good resource
- Need to have and continue regular meetings
- Have a clear, strong and proactive voice on concerns

C. Facilitate the development of useful data on key demographics in Downtown New West

Strategies Include

- Get to know the current and new residents and their retail needs
- Work with City of New Westminster on acquiring data
- See appendix for sample data and research areas

D. Develop strategic relationships in the new Lower 12th area

Strategies Include:

- Envisioning and identifying the culture, help them build it
- Be proactive with City in addressing concerns and needs

Collaborative Partners:

- Uptown BIA
- New West Chamber of Commerce
- New West Council and CAO
- New Westminster Planning Department

Measurement:

- The number of partners
- Knowledge about different resources
- Success on key issues

Appendix

Possible metrics to consider for research:

- What is the contribution of property taxes paid by downtown businesses in relation to the rest of the City? Are there any special considerations for heritage properties as opposed to new developments?
- How many storefront retail spaces are there? What is the vacancy rate?
- How many other business spaces are there? What is the vacancy rate?
- How do the above two differ in cost per square foot including triple net?
- What is the percentage of the total downtown commercial space compared to the rest of New Westminster?
- How does the vacancy rate in Downtown New Westminster compare to the rest of New Westminster? Metro Vancouver?
- How does the BIA Strategic plan fit into other strategic plans in New Westminster: ie City of New Westminster, Chamber of Commerce, and Tourism New Westminster? Are they aligned?
- Is there research that speaks to consumer spending patterns?

THE Downtown Times

2020 ANNUAL REPORT

Printed on Forest Free Sugar Sheet paper

February 2021, New Westminster



**# TOGETHER
NEW WEST**

WE ARE YOUR DOWNTOWN NEW WEST BUSINESS OWNERS
CHANGING HOW WE DO BUSINESS TO SERVE YOU SAFELY



Bosley's - Karima; Bruncherie Cafe - Jan; Champagne Taste Home - Janice; Cl Simplex - Charles; Clean Divorce - Rahul; Columbia Street Sandwich Co. - Melissa, Shawn & Sam; El Santo & Amaranthus - Alejandro; Gamedeals - Brian; Good Omen - Lia; Heart & Soul Fitness - Angela; Heritage Grill & Judge Begbie's Tavern - Paul; Instant Imprints - Linda; Kelly O'Bryan's Restaurant - Jennifer & Team; Longevity Pharmacy - Aman; Lookout Housing and Health Society - Wes; Milo + Paige - Anita; Mindful Muttz - Stefania; Music Box - Vashi; Old Crow Coffee - Stephanie; One Thing Locketts - Satarah; Polo Health - Allana; Seniors Services Society - Allison; Steel & Click - Jordan & Jamie; Taverna Gracia - Eleni; Lena & Koula; Tachno Monkey Media - Paul; The Stage New West - Stefania; Royal City Paws Pet Centre - Kelly & Team; Vila Felice Medi Spa - Rachel; Zoom Hair Studio - Natalia & Team

Learn how you can support them at www.downtownnewwest.ca

#Togethernewwest
#downtownnewwest



The Downtown New West BIA was first established in late 1989. A not-for-profit society governed by a volunteer board of directors comprised of local business and property owners, they are funded by a levy on commercial properties within the society's boundaries.

For three decades the organization has supported businesses, promoted the area and grown Downtown New West into the vibrant community it is today. It is the 600 plus members, the faces behind the businesses, that continue to inspire and fuel the journey.

LETTER FROM THE BIA PRESIDENT

What a year we have had with the pandemic. Last year, at this time, I was so sure that it wasn't going to be as hard as it was, but I was completely wrong. The past year was the hardest I have ever had in my career and there were days in the beginning that I wasn't sure that I would make it, let alone my business.

We have all had to adjust the way we do business especially with the changing Public Health orders. Some of us have fared better than others overall and some of us haven't fared well at all. We have seen businesses come together to help each other out and support one another. We have a huge support for local businesses from the New Westminster community. We have seen leaders step up, roll up their sleeves and do what needs to be done to ensure that we all get through this as best as we can.

The team at the BIA has done amazingly well to support the business community during these hard times. They have come up with creative ideas to engage the community and keep people coming into Downtown New Westminster, initiatives like the #togethernewwest campaign, Quest New West and Shine Bright Downtown. My kudos to Kendra, Angie, Christina and the rest of the team for persevering and doing everything possible to help the BIA membership.

The toll the past year has taken on each of us physically, emotionally, and mentally is one that will be there for a long, long time after the pandemic is gone. I was reading a post from a good friend of mine who is a marketing guru and he commented on the fact that you should take care of yourself first. He mentioned the analogy that when you are on the plane, they tell you to put on your oxygen mask first in the event of an emergency then help those around you. This struck me as being so true. I strongly urge you to take care of yourself first and



foremost because if you don't, you won't be able to help your business, your family and your team. Healthy meals, walks, learning to paint, adult colouring books, reading and just selfcare time has been my salvation especially when I was home with COVID. It is okay not to be okay.

Please know that you are not alone and we at the BIA are here to help. I am always available for a chat with you even if it isn't about business, and the team can help connect you with resources and support. Everyone at the BIA is rooting for you, and we wish you all the best for a new year ahead.

Karima Jivraj
President, Board of Directors

2020 TEAM



BIA Board of Directors:

PRESIDENT:

Karima Jivraj
Bosley's by Pet Value

1st VICE PRESIDENT

Alice Cavanagh
River Market

2nd VICE PRESIDENT

Brian Hughes
Gamedeals Video Games

SECRETARY

Dale Darychuk
Darychuk Law

TREASURER

Anita Dunn
Mila & Paige

Wes Everaars

Lookout Housing & Health Society

Aman Grewal

Longevity Compounding Pharmacy

Jennifer McCreath

Kelly O'Bryans & Carlos O'Bryans

Eric Moolin

CL Simplex

David Sarraf

Property owner

Janice Wright

Champagne Taste Home

Mary Trentadue

City Council Representative

BIA Employees:

Kendra Johnston

Executive Director

Angie Whitfield

Programs & Events Manager

Christina Florian

Digital Marketing Coordinator

Melinda Michael

Bookkeeper

Summer Student Team:

Sam Sommerfeld

Ava Creasy

THE PANDEMIC HITS DOWNTOWN NEW WEST

I'll never forget the last time I felt carefree in public. It was Friday, March 13th and I met up with a couple of friends for after work drinks. We had obviously heard about COVID19 and we knew we weren't supposed to get too close or to hug. So, we sat in a larger booth, enjoying appetizers and wine, laughing, gossiping, and sharing the recent news of our work and families. It is forever burned into my brain as the last time I wasn't worried about COVID19. We had no idea what was coming.



to adapt to new public safety protocols. Offices sent their staff to work from home. Restaurants closed or moved to takeout only. Services and Retail pivoted to online shopping or curbside pickup. The streets of Downtown New West became a ghost town, seemingly overnight.

The BIA team started working from home too on March 16th and we spent that first week tracking and promoting Downtown businesses who had closed, moved online or changed their business models in an effort to keep us all safe. But the consequent weeks feel very blurry now, with only a few things really standing out. I remember counting down to daily Dr. Henry briefings and cheering for healthcare workers at 7pm each night. What I remember most however is the incredible sense of community and amazing acts of kindness I witnessed, so many people helping each other in big and small ways every day.



At the beginning of March, the Downtown New West BIA celebrated its 30th Anniversary. Our team hosted a big party with more than a hundred people mingling at Champagne Taste Home, enjoying Columbia Street Sandwich Co. catering and Steel & Oak offerings at the bar. It was a fabulous evening and what I thought was a terrific start to what was supposed to be another banner year for the BIA. On March 11th we held our first meeting of the new Board of Directors where a very brief conversation about possible COVID19 impacts took place. Again, we had no idea what was coming.

And that inspired our whole team to keep moving forward. At the BIA, some events and programs were simply cancelled, while others we were able to reimagine in safe and creative ways. We continue to work hard every day in support of Downtown New West businesses. For me, I kept my head down and tried to focus on my small part. Once in a while I'd look up and over time I would grasp little by little just how big this thing is.

About a week later a third of our businesses had closed, and so many others scrambled

Like everyone, I long for the day when I can meet my friends for after work drinks again and feel carefree. When that day comes the first round is on me.

Kendra Johnston, Executive Director, Downtown New West BIA



PIVOT BECAME THE WORD OF THE YEAR



The events that Downtown New West had grown to love over the years were forced to make some major changes in 2020. The large festivals like the Columbia StrEAT Food Truck Fest and Fridays on Front were cancelled due to ensure the safety of the community.



The Downtown New West BIA knew the value these events bring to the community so, in an effort to still provide those benefits, new initiatives were introduced in place of their regular programming. As businesses were closing, the Downtown New West BIA launched a campaign to remind the community that while we are physically apart, we are still together.

The #togethernewwest campaign aspired to bring some sparks of joy to our community. The first project was the commission of the “We Are One” mural on the corner of Columbia, McKenzie and Front Street. The 80-metre-long mural included the hashtag “#togethernewwest” with a cityscape of New West, a colourful heartfelt thank you recognizing essential workers, and images from around the world, reminding us this is bigger than New West, it’s a worldwide challenge.



A series of window and sidewalk vinyls were proudly displayed all over Downtown New West with the #togethernewwest logo. The sidewalk vinyls had various uplifting comments and inspiring thoughts. The goal was to add colour and the cohesive message of togetherness throughout the community.

The campaign also featured advertisements in the local paper and online profiles that showcased the faces behind the businesses,

again with the messaging, we are all in this together. The campaign and its messages were carried throughout 2020.

But what about Fridays on Front? The neighbourhood and surrounding areas had become accustomed to spending Fridays in Downtown New West, where connection and community were celebrated weekly. The BIA knew they needed to provide something to fill that void, and again, bring some joy back to Downtown New West.

Fridays Quest New West was introduced; a series of adventures released digitally every Friday. The series included family-friendly challenges, restaurant offerings, picnic areas, local patio features and weekly prizes. The goal was to get residents and guests out exploring the community and visiting local businesses.

And they did! Hundreds of participants played weekly, one commented: “Our family had a great time, it was something to look forward to each week during these nutty times. Many thanks to all who put it together. And darned if I didn’t learn more

about the Royal City while questing!”

By the late fall of 2020, large gatherings and events were still not permitted, and therefore, most of the annual holiday celebrations were cancelled. The Downtown New West BIA and the City of New Westminster were once again forced to pivot. The pivot, Shine Bright New West, a citywide initiative that encouraged residents, organizations, and businesses to shine bright during the darkest months of the year was born.

In Downtown New West, Shine Bright Downtown highlighted the existing lighting in the neighbourhood and introduced Candycombs in Hyack Square, Selfie Stations at Begbie and McKenzie streets and a SHINE window display.

Shine Bright brought some much-needed light to the community, both visually and joyfully. In a year when social interaction and connection was challenging, the pivots provided by the Downtown New West BIA were instrumental in fostering a healthy connected community.



THE WORLD TURNED TO DIGITAL IN 2020

In 2020 the world turned digital for their information, meetings, and social interactions. The Downtown New West BIA connected online with our community more than ever, with an increase in social media reach across the board and a record breaking year in Facebook reach specifically.

The Downtown New West website became a valuable source for up-to-date information about business closures and the delivery and takeout options. That webpage alone received 10,547 page views in 2020. During the pandemic, information was changing at a very quick rate and having a reliable website covering current offerings was so important.

Not only did people turn online for information, meetings and social gatherings also moved to a digital platform. The Downtown New West BIA hosted member happy hours (Whine & Wines) as an opportunity for business owners to connect

in a casual setting. The organization also moved all its team meetings and Board meetings to Zoom. Digital meetups became another valuable tool during the pandemic.

Many community events used digital platforms to produce experiences during a time when social gatherings were not possible. In Downtown New West, for example, Fridays on Front transitioned to Fridays Quest New West, offering a self guided adventure via a custom built website. That page alone saw close to 10,000 visitors and Quest New West won an Award of Excellence from BIABC for its innovative programming pivot.



Online meetings and digital experiences provided unique opportunities in 2020. As businesses and organizations struggled to navigate the pandemic, those who embraced the digital transition found new ways to do business, connect to their community and customers, and stay informed.

LOOKING AHEAD AS WE RECOVER TOGETHER

The pandemic taught us many things. Among the lessons was a reminder about the strength in our community and the value of mutual support. The Downtown New West BIA is more important than ever as we work together to rebuild and welcome back the community. Please keep in touch to be involved in the efforts:

- Confirm you are getting the bi-weekly eblasts. If not, email info@downtownnewwest.ca to get on the list.
- Join the private member Facebook Group. Search for Downtown New West BIA and request to join.
- Add info@downtownnewwest.ca to your email list and keep them informed.

The Downtown New West BIA updated their Strategic Plan in 2018 and now has the following focuses guiding them into 2021:

- **Make Things Happen** ✓
- **Business Outreach & Support** 🔧
- **Lead the Way in Fostering an Inclusive Community** ⚙️

DOWNTOWN NEW WEST BIA

AGGM

VIA ZOOM

Wed, Mar 3rd | 6pm

RVSP to awhitfield@downtownnewwest.ca to confirm your spot by March 1st.

The Original
DOWNTOWN
NEW WESTMINSTER

The **key** to our strength is our **togetherness**. Hold this with you as we rediscover the power of our community.

THE

Downtown Times

2019 ANNUAL REPORT

Printed on Forest Free Sugar Sheet paper

February 2020, New Westminster

CELEBRATING 30 YEARS OF THE BIA

The Downtown New West BIA was first established in late 1989 and is thrilled to be celebrating three decades of service to Downtown New West businesses and property owners.

A not for profit society governed by a volunteer board of directors comprised of local business and property owners, they are funded by a levy on commercial properties within the society's boundaries. They endeavour to not only make great things happen in our Downtown but to provide outstanding business support to over 600 members, and to lead the way in fostering an inclusive community. ●



Columbia St. 1989

A QUARTER MILLION PEOPLE DRAWN TO DOWNTOWN NEW WEST IN 2019



Columbia StrEAT Food Truck Fest

There is always something happening in Downtown New West. The BIA coined that phrase a few years ago when more and more activities and events were popping up in the area. But in 2019, the Downtown New West area saw unprecedented numbers with just over a quarter million people partaking in those events and activities.

One major contributing festival is the Columbia StrEAT Food Truck Fest. The festival, produced by the Downtown New West BIA, saw over 120,000 attendees in just one day. The Columbia StrEAT Food Truck Fest has grown to be the largest one-day food truck festival in North

America. The major attraction remains the food trucks, with close to 100 participating, but over the past few years an increasing number of Downtown New West businesses are using the opportunity to showcase their offerings.

"I love participating in this event! Hard to decline free exposure to 120,000 potential customers walking right in front of your business. Always a very profitable night for us!" said Anita Dunn, the owner of Mila & Paige, a clothing boutique in Downtown New West.



Lila Summer Series

Another reason for the increased number of overall visitors could be linked to more weekly happenings in Downtown New West. Residents and visitors are working these regular activities into their schedule. Events such as the Lila Summer Series every Wednesday evening, produced by Lululemon, and Music by the River on Thursdays, produced by the Arts Council of New Westminster. The Downtown New West BIA enthusiastically supports both these events

Continue on page 4

2019 TEAM



BIA Board of Directors:

BOARD PRESIDENT

Karima Jivraj
Bosley's by Pet Value

1ST VICE PRESIDENT

Brian Hughes
Gamedeals Video Games & Pandora's Locks

2ND VICE PRESIDENT

Dale Darychuk
Darychuk Law

TREASURER

Anita Dunn
Mila & Paige

SECRETARY

- Alice Cavanagh
River Market
- Jenny Cashin
Mid Century Modern Home
- Wes Everaars
Lookout Housing & Health Society
- Jennifer McCreath
Kelly O'Bryans & Carlos O'Bryans
- Paul Romein
Techno Monkey Media Inc
- David Sarraf
Property owner
- Kevin Wood
Steel & Oak Brewing Co.
- Janice Wright
Champagne Taste Home

BIA Employees:

- Kendra Johnston
Executive Director
- Angie Whitfield
Programs & Events Manager
- Christina Florian
Digital Marketing Coordinator
- Lauren Brosseau
Marketing & Events Coordinator
- Melinda Michael
Bookkeeper

Summer Student Team:

Lauren Brosseau, Eric Lee, Kyldé Ouano, Elias Rieger



Whitfield & Johnston receiving Award of Excellence

THE AWARD OF EXCELLENCE PRESENTED TO DOWNTOWN NEW WEST

The Best in the West award ceremony at the annual BIABC conference celebrates BIA successes from across Western Canada. This year, the Downtown New West BIA was presented an Award of Excellence in the Special Events category for their inaugural Fridays on Front Holiday Edition event.

The Holiday Edition of Fridays on Front was created following the success of the summer series, where strong partnerships and a captive audience were formed. People wanted to see more, but without the summer weather, the BIA needed to be creative in developing an outdoor festival during the winter months.

They chose an unexpected, somewhat neglected, event site. The area underneath the Downtown New West Parkade that had never been publicly programmed before. The parkade provided protection from the weather and a unique beautifying opportunity. But perhaps most importantly to the BIA, the site was under utilized and needed a change in public perception.

"The Holiday Edition of Fridays on Front was a special one" said Angie Whitfield, the Programs & Events Manager at the BIA, "the transformation of the area was so significant, it created a real magical setting for the evening".

The event brought thousands of guests and awareness to Downtown New Westminster. The local community embraced the holiday edition of their beloved Fridays on Front. One festival goer commented that the event was "...the coolest vibe I've ever seen at a street festival".

The Award of Excellence wasn't the only prize the Downtown New West BIA was awarded in 2019. They received several A List awards from the New West Record; Favourite Not for Profit, Favourite Twitter and Favourite Snapchat, and were finalists in the Favourite Facebook, Instagram and Community Event categories as well.

"Our team deserves this amazing recognition, they work extremely hard to execute excellence in everything they do", said Kendra Johnston, Executive Director at the BIA.



LAUNCH OF THE PUBLIC SPACE ACTIVATION GRANT PROGRAM A RESOUNDING SUCCESS



You Are Home

In Spring of 2019, the Downtown New West BIA invited individuals, businesses and not for profits to submit proposals for innovative activations in Downtown New West public spaces. Goals of the program were to: foster activations in public spaces that are safe, welcoming and inclusive, build community by encouraging people to connect with each other in public spaces, test new ideas and help identify/remove barriers that discourage activations of public spaces.

The Downtown New West BIA awarded three projects \$3,500 each to produce their ideas, and provided promotional/logistical support, and guidance in acquiring necessary permits with the City of New Westminster. Through a partnership grant, the City of New Westminster contributed \$5000 towards the program, with the Downtown New West BIA covering the bulk of hard expenses and all facilitation costs.

The three spectacular projects awarded grants were produced over the summer of 2019. This program was so successful that the BIA hopes to grow it in 2020 to bring more incredible activations to public spaces in Downtown New West.

Kids Sidewalk Art

For kids, public space is an important part of growing up, a requirement for social interaction and the development of social identity. Local resident Vera Kobalia has executed several Kids Sidewalk Art installations bringing traditional games loved by all kids to sidewalks of Downtown New West. Hopscotch, dance pads, twister and other semi-permanent stencilled art will allow for kids (of all ages!) to engage in



Kids Sidewalk Art

physical activity and play. These were installed with the help of Emily Carr and Kwantlen College Fine Arts students along Front Street, on the overpass to the riverfront and at River Market. Snap of a photo of how you interact with these fun and whimsical installations using the hashtag #playnewwest

Augmented Reality Mural "You Are Home"

Vera Kobalia submitted several ideas, and the jury couldn't resist choosing 2 of them support this summer. Vera envisioned Metro Vancouver's first "augmented reality" mural in Downtown New

West to highlight the City's new initiatives in the technology sector, provide an opportunity for local artists to showcase their work and to boost resident's health and happiness by installing public art. The Downtown New West BIA connected Vera with the Union Gospel Mission who agreed to the installation on their McKenzie Street building. Artist Cynthia Vo painted the mural and a group of Vancouver Film School students did the coding to develop an augmented reality lens using Snapchat, the mural can be activated via a phone's lens to come "alive". The official unveiling took place during Fridays on Front on Friday August 16th.

Festival of Circus Arts

Local resident Peter Leblanc's daughter has enjoyed circus arts for years, which was his inspiration for bringing together several partners in producing a free, interactive circus arts festival at Westminster Pier Park on August 25th, 2019. He worked with the Vancouver Circus School, West Coast Flying Trapeze and others to offer an afternoon of workshops and demonstrations culminating in a circus show at 6pm. Through the workshops and demonstrations, the organizers ensured that there were opportunities for all to participate regardless of ability or skill level and succeeded in providing a safe and welcoming space for all. They welcomed 1000 people to their first festival and hope to build on that success by hosting it annually. ●



Festival of Circus Arts



Q&A WITH THE DOWNTOWN NEW WEST BIA PRESIDENT, KARIMA JIVRAJ

The BIA has been in Downtown New West for 30 years now. How has it impacted the community?

The BIA has definitely highlighted Downtown New West not only in the Lower Mainland but province wide with all of our programs and events. It has showcased the area in a positive light and brought people in that would never have come down before. In the last few years with the development, it has been really important to showcase the “new, improved” Downtown New West

Why did you choose DTNW to open your business?

I liked the feel of the community and the vibrancy – there is a real sense of a small town even though it is a big city. Everyone is supportive of the local community and businesses

What were your highlights from 2019?

Another successful Columbia StrEAT Food truck festival, Fridays on Front, the Holiday Edition of Fridays on Front, and the new businesses in the area

What challenges do you foresee in the coming year?

The construction in the area is definitely a challenge for businesses especially with road closures, traffic and limited parking. However, we need to keep our eye on the bigger picture as all this development is good for business and the community at large.

What are you looking forward to as we enter a new decade?

More businesses opening up in the Downtown core, new events, and maybe some construction relief!

Continuation from the cover...
“A quarter million people drawn to downtown New West in 2019”

throughout the summer knowing that they positively impact the community.

There is also Fridays on Front that occurs every Friday evening during July and August. This series alone brought over 30,000 people out. 30,000 people who likely explored Downtown New West before or after visiting the event. Fridays on Front is a weekly street social, with food trucks, live music, artisan vendors and family activities. It’s built upon the goal of celebrating the community.

While major festivals and weekly events have been a large focus of the Downtown New West BIA, they have also put effort into sponsoring and supporting events that take place in their neighbourhood. In 2019, those events were *New West Sings*, *Stagefest*, *Tinypreneurs*, *New West Craft Summer Night Market*, *New West Cultural Crawl*, *New West Pride* and *New West FilmFest*.

New West Pride



It’s easy to see how 250,000 plus people were enticed to visit Downtown New West with all those luring events happening; and looking ahead, the Downtown New West BIA and their partners don’t foresee any slowdown in the fun city momentum. #newwestobsessed ●

LOOKING AHEAD

The Downtown New West BIA updated their Strategic Plan in 2018 and now has the following focuses guiding them into 2021:

- **Make Things Happen** ✓
- **Business Outreach & Support** 🔧
- **Lead the Way in Fostering an Inclusive Community** ⚙️

STAY IN TOUCH

The Downtown New West BIA is larger, stronger and more connected than ever. They will continue to build on the success of proven events, programs and initiatives as well as advocate for their membership. Keep in touch as this organization grows:

- Confirm you are getting the bi-weekly eblasts. If not, email info@downtownnewwest.ca to get on the list.
- Join the private member Facebook Group. Search for Downtown New West BIA and request to join.
- Add info@downtownnewwest.ca to your email list and keep them informed.



MEMBERSHIP *BENEFITS*

DOWNTOWN
NEW WESTMINSTER

**Downtown New Westminster
Business Improvement
Society**



The Original
DOWNTOWN



The Downtown New West BIA was first established in 1989 and serves hundreds of business and property owners. A not for profit society governed by a volunteer board of directors whose mandate is to support business within Downtown New West, funded by a levy on commercial properties within our boundaries. If your business falls within these boundaries, you're automatically a member of the Downtown New West BIA and can take advantage of the many benefits listed on the reverse.

In 2018 we updated our Strategic Plan and have determined the following focuses guiding us into 2021:

1 Make Things Happen in Downtown New West

- * Producing/sponsoring events and programming
- * Marketing Downtown New West
- * Fostering placemaking efforts

2 Provide outstanding Business Outreach & Support

- * Promoting more opportunities for networking & learning
- * Providing opportunities for connection & promotion
- * Facilitating beautification grant programs

3 Lead the Way in creating an Inclusive Community that is vibrant & passionate about business & growth

- * Advocating during a time of growing business disruption
- * Fostering important partnerships with other organizations
- * Tracking trends and facilitating the collection of data and research



As a member of the Downtown New West BIA, you'll benefit from the following:

- ✓ Business listing on our online directory, a trusted source for all things Downtown New West.
- ✓ Promotion of your business to our 30K followers via Twitter, Facebook and Instagram.
- ✓ Your business featured within our blog posts, generating buzz worthy content.
- ✓ Your Downtown New West events included in our online calendar, viewed annually over 16k times.
- ✓ Free space at events we produce like Columbia StrEAT Food Truck Fest and Fridays on Front, putting you directly in front of hundreds of thousands of people.
- ✓ Your content featured in our monthly VIP eblast, direct marketing to over 2K Downtown New West subscribers.
- ✓ Access to grant funding for beautification and façade improvements for your building and business.
- ✓ A beautiful neighborhood thanks to tree lighting, street banners and flower baskets funded by the Downtown New West BIA.
- ✓ Free social media tutoring for your business.
- ✓ Access to the BIABC health benefits program, providing comprehensive and customized benefit options to suit your needs and budget.
- ✓ A stronger voice as the BIA advocates on behalf of the collective membership.
- ✓ Your say in what happens here in Downtown New West, by providing feedback via surveys regarding important issues facing businesses in Downtown New West.
- ✓ Invitations to BIA Socials and the Annual General Meetings, providing an opportunity to network with fellow business owners.
- ✓ Access to our private Facebook BIA member group, a great resource to connect, share and troubleshoot challenges.
- ✓ Exclusive access to our bi-weekly eblasts packed full of information and opportunities to help your business thrive.

If you haven't already, get in touch!

downtownnewwest.ca

info@downtownnewwest.ca



#8 – 552 Columbia Street
New Westminster, BC V3L 1B1

604 524 4996

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Attachment #2

*Downtown New Westminster Business
Improvement Area (Primary Area) Bylaw No.
8288, 2021*

CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO.8288, 2021

A Bylaw to establish a Business Improvement Area Service

WHEREAS a Council may, by majority vote, grant money to an applicant for the purpose of planning and implementing a Business Promotion Scheme pursuant to Section 215.(2) of the Community Charter;

AND WHEREAS before a Council grants money for a Business Promotion Scheme, the Council shall pass a bylaw as required by Section 215.(5) of the Community Charter;

AND WHEREAS the Council has received a request from the Downtown New Westminister Business Improvement Society to establish a Business Improvement Area to enable that Society to undertake certain works and services and to encourage and promote business within that area;

AND WHEREAS the Council may impose a local service parcel tax to be borne by the owners of real property within a Business Improvement Area in accordance with Section 216(1)(a) of the Community Charter;

NOW THEREFORE THE CITY COUNCIL of the Corporation of the City of New Westminister ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Downtown New Westminister Business Improvement Area (Primary Area) Bylaw No. 8288, 2021”.

Definitions

2. In this Bylaw:

“Applicant” means the Downtown New Westminister Business Improvement Society;

“Business Improvement Area” means a business service area pursuant to Section 215.(1) of the Community Charter;

“City” means the Corporation of the City of New Westminister;

“Council” means the Council of the Corporation of the City of New Westminister;

“Downtown New Westminster Business Improvement Area (Primary Area)” means those lands within the area shown outlined in heavy black on the map attached and forming part of this bylaw as Schedule A;

“Fiscal Year” means the time period from January 01 to the following December 31.

Designation of Area

3. The Downtown New Westminster Business Improvement Area (Primary Area) is hereby designated as a Business Improvement Area.

Grant

4. Following adoption of this Bylaw, the Council may, by majority vote, grant to the applicant amounts not exceeding \$161,912.41 2022, \$166,769.78 for 2023, \$171,772.87 for 2024 and \$176,926.06 for 2025, in aggregate an amount not exceeding \$677,381.12 for the term of this bylaw.

Expenditures

5. The money granted pursuant to this Bylaw shall be expended only:
 - 1) by the applicant;
 - 2) in accordance with the conditions and limitations set out in this Bylaw; and
 - 3) for the Business Promotion Scheme set out in Schedule “B” of this Bylaw.

Budget

6. The applicant shall submit a budget for approval by Council on or before October 15 prior to each fiscal year in the form attached to and forming part of this Bylaw as Schedule “C” for the purpose of implementing the Business Promotion Scheme.

Accounting

7.
 - 1) The applicant shall provide Review Engagement financial statements no later than March 15 accounting for all money granted and approved by Council during the previous fiscal year.
 - 2) The City shall have access to the accounts and records of the applicant for the purpose of inspection, verification or audit on the

basis of providing the applicant with twenty-four hours written notice of its intentions and requirements.

Recovery

8. All of the money granted to the applicant pursuant to this Bylaw shall be recovered in the same manner as property taxes from the owners of land within the Downtown New Westminster Business Improvement Area (Primary Area) by means of a local service parcel tax enacted pursuant to Section 216(1)(a) of the Community Charter.

Indebtedness

9. 1) The applicant shall not incur any indebtedness or other obligations beyond each budget year, unless prior written approval is given by the City.
2) For the term of this Bylaw, the applicant shall continue to maintain its status as a non-profit society in good standing pursuant to the Society Act.

Insurance

10. The applicant shall take out and maintain insurance and shall provide to the City a copy of its insurance policy insuring the applicant in accordance with the specifications set out in Schedule “D” of this Bylaw.

Term of Bylaw

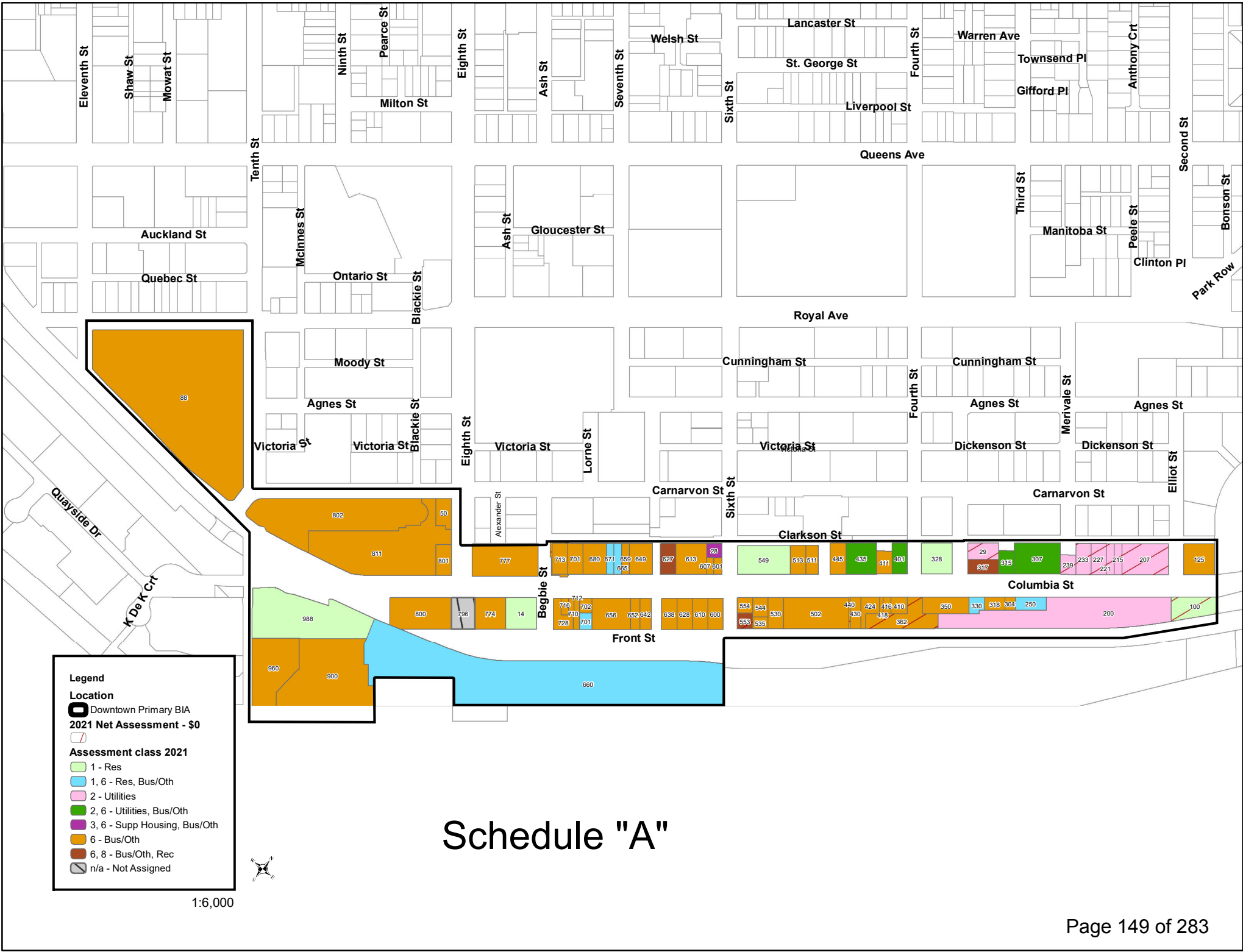
11. This Bylaw shall take effect on January 1, 2022 and shall cease to have effect after December 31, 2025.

GIVEN THREE READINGS this day of 2021

ADOPTED and the Seal of the Corporation of the City of New Westminister affixed this day of 2021.

Jonathan Cote MAYOR

Jacque Killawee CITY CLERK



Legend

Location

- Downtown Primary BIA
- 2021 Net Assessment - \$0

Assessment class 2021

- 1 - Res
- 1, 6 - Res, Bus/Oth
- 2 - Utilities
- 2, 6 - Utilities, Bus/Oth
- 3, 6 - Supp Housing, Bus/Oth
- 6 - Bus/Oth
- 6, 8 - Bus/Oth, Rec
- n/a - Not Assigned

1:6,000



Schedule "A"

SCHEDULE "B"

BUSINESS PROMOTION SCHEME

The Business Promotion Scheme to be undertaken by the Downtown New Westminster Business Improvement Area pursuant to the provisions of this Bylaw shall include the following activities:

1. the encouragement of business in the Business Improvement Area in order to complement and expand the present business mix;
2. the strengthening of businesses in the Business Improvement Area by undertaking beautification projects and promotional initiatives including special events and by advertising and promoting existing businesses;
3. the carrying out of research and the preparation of reports including measures to enhance the economic vitality of the Business Improvement Area; and
4. the improvement, beautification or maintenance of streets, sidewalks or municipally owned land, buildings or structures in the Business Improvement Area.

SCHEDULE "C"

BUDGET FORMAT OUTLINE

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

The projects and activities of the Downtown New Westminster Improvement Area can be described or classified into five categories.

1. BUSINESS RECRUITMENT AND BUSINESS DEVELOPMENT

Business recruitment and business development will concentrate on attracting new businesses to the downtown and informing or educating existing businesses. This will include a method for providing new businesses and property owners with assistance regarding municipal standards and business information.

Business seminars will offer assistance to existing businesses in the downtown to help them become more competitive. Seminars will include topics such as Advertising and Promotions, Merchandising and Product Mix, Knowing your Customers, What Your Windows say about your Business, etc...

2. PROMOTION AND ADVERTISING

Promotions and advertising will concentrate primarily on attracting new and old customers to our downtown. Special events and activities for the first year will emphasize the fact that our downtown is changing and there are many reasons to return to the downtown - watch our progress.

3. BEAUTIFICATION AND SEASONAL ITEMS

Seasonal items and beautification concentrate primarily on giving our area a distinct look or identification from the rest of the City. These items are used to make the downtown look attractive and bustling. Examples of such items are street banners, flags or pennants for Canada Day, Christmas lights for all the store windows, cedar boughs, and murals. The majority of these items can be used year after year and

4. ADMINISTRATION AND OVERHEAD

The administration and overhead portion of the budget includes all costs of running the BIA such as office costs and related expenses. Staffing includes all aspects of planning and carrying out the BIA activities.

5. MAINTENANCE

Maintenance involves the extra effort which should be made by the BIA to keep the downtown looking neat, clean and attractive. Examples include a spring clean up, and sign removal.

SCHEDULE "C"

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

20 _ BUDGET FORMAT OUTLINE

REVENUE

Balance from Previous Year	\$ _____	
Municipal Levies	\$ _____	
Government Grants:	\$ _____	
Federal		\$ _____
Provincial	\$ _____	
Municipal	\$ _____	
Interest	\$ _____	
Other (specify)	\$ _____	
TOTAL REVENUE		\$ _____

SCHEDULE "C"

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

20 _ BUDGET FORMAT OUTLINE

EXPENDITURES

1) BUSINESS RECRUITMENT AND BUSINESS DEVELOPMENT:
(Specify projects)

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

2) PROMOTION AND ADVERTISING

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

3) BEAUTIFICATION AND SEASONAL ITEMS

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

4) ADMINISTRATION AND OVERHEAD

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

5) MAINTENANCE

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

TOTAL EXPENDITURES

\$ _____

SCHEDULE "D"

INSURANCE SPECIFICATIONS

1. The applicant shall provide and maintain Comprehensive General Liability insurance acceptable to the City and subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The insurance shall cover anyone employed directly or indirectly by the applicant as well as any contractor or subcontractors hired by the applicant.
2. The City shall be added as an additional named insured under the Comprehensive General Liability.
3. The applicant shall provide the City with a copy of its Comprehensive General Liability insurance policy prior to the City providing funding under Section 4 of this Bylaw.
4. The applicant's Comprehensive General Liability policy shall contain an endorsement to provide the City with 30 days written notice of change or cancellation.

Attachment #3

*Downtown New Westminster Business
Improvement Area (Secondary Area)
Bylaw No. 8289, 2021*

CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO.8289, 2021

A Bylaw to designate a Business Improvement Area Service

WHEREAS a Council may, by majority vote, grant money to an applicant for the purpose of planning and implementing a Business Promotion Scheme pursuant to Section 215.(2) of the Community Charter;

AND WHEREAS before a Council grants money for a Business Promotion Scheme, the Council shall pass a bylaw as required by Section 215.(5) of the Community Charter;

AND WHEREAS the Council has received a request from the Downtown New Westminister Business Improvement Society to establish a Business Improvement Area to enable that Society to undertake certain works and services and to encourage and promote business within that area;

AND WHEREAS the Council may impose a local service parcel tax to be borne by the owners of real property within a Business Improvement Area in accordance with Section 216(1)(a) of the Community Charter;

NOW THEREFORE THE CITY COUNCIL of the Corporation of the City of New Westminister ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Downtown New Westminister Business Improvement Area (Secondary Area) Bylaw No. 8289, 2021”.

Definitions

2. In this Bylaw:

“Applicant” means the Downtown New Westminister Business Improvement Society;

“Business Improvement Area” means a business service area pursuant to Section 215.(1) of the Community Charter

“City” means the Corporation of the City of New Westminister;

“Council” means the Council of the Corporation of the City of New Westminister;

“Downtown New Westminster Business Improvement Area (Secondary Area)” means those lands within the area shown outlined in heavy black on the map attached and forming part of this bylaw as Schedule A;

“Fiscal Year” means the time period from January 01 to the following December 31.

Designation of Area

3. The Downtown New Westminster Business Improvement Area (Secondary Area) is hereby designated as a Business Improvement Area.

Grant

4. Following adoption of this Bylaw, the Council may, by majority vote, grant to the applicant amounts not exceeding \$133,857.52 for 2022, \$137,873.25 for 2023, \$142,009.45 for 2024 and \$146,269.73 for 2025, in aggregate an amount not exceeding \$560,009.95 for the term of this bylaw.

Expenditures

5. The money granted pursuant to this Bylaw shall be expended only:
 - 1) by the applicant;
 - 2) in accordance with the conditions and limitations set out in this Bylaw; and
 - 3) for the Business Promotion Scheme set out in Schedule “B” of this Bylaw.

Budget

6. The applicant shall submit a budget for approval by Council on or before October 15 prior to each fiscal year in the form attached to and forming part of this Bylaw as Schedule “C” for the purpose of implementing the Business Promotion Scheme.

Accounting

7.
 - 1) The applicant shall provide Review Engagement financial statements no later than March 15 accounting for all money granted and approved by Council during the previous fiscal year.
 - 2) The City shall have access to the accounts and records of the applicant for the purpose of inspection, verification or audit on the

basis of providing the applicant with twenty-four hours written notice of intentions and requirements.

its

Recovery

- 8. All of the money granted to the applicant pursuant to this Bylaw shall be recovered in the same manner as property taxes from the owners of land within the Downtown New Westminster Business Improvement Area (Secondary Area) by means of a local service parcel tax enacted pursuant to Section 216(1)(a) of the Community Charter.

Indebtedness

- 9.
 - 1) The applicant shall not incur any indebtedness or other obligations beyond each budget year, unless prior written approval is given by the City.
 - 2) For the term of this Bylaw, the applicant shall continue to maintain its status as a non-profit society in good standing pursuant to the Society Act.

Insurance

- 10. The applicant shall take out and maintain insurance and shall provide to the City a copy of its insurance policy insuring the applicant in accordance with the specifications set out in Schedule "D" of this Bylaw.

Term of Bylaw

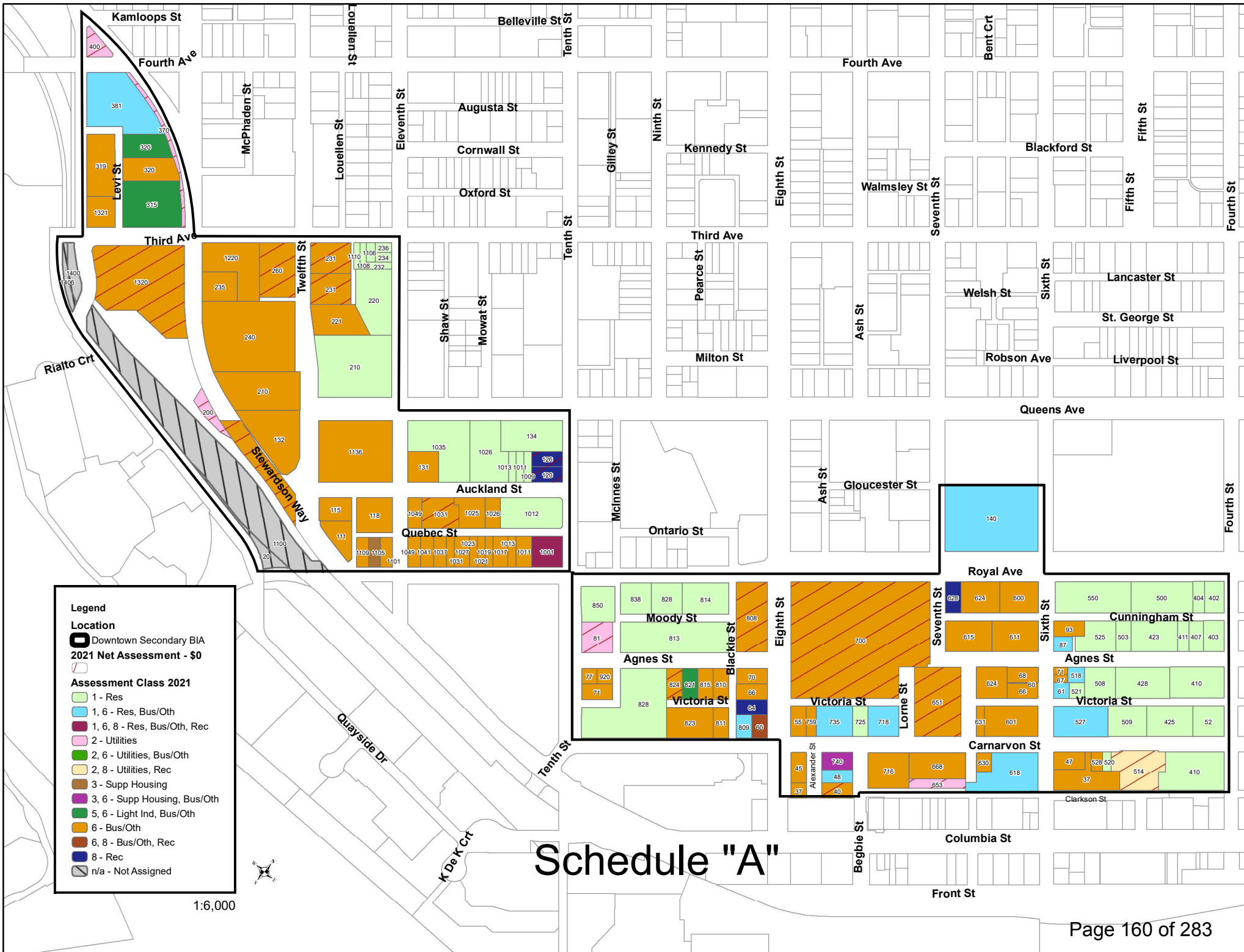
- 11. This Bylaw shall take effect on January 1, 2022 and shall cease to have effect after December 31, 2025.

GIVEN THREE READINGS this day of 2021

ADOPTED and the Seal of the Corporation of the City of New Westminster affixed this day of 2021.

Jonathan Cote MAYOR

Jacque Killawee CITY CLERK



Legend

Location
 Downtown Secondary BIA
 2021 Net Assessment - \$0

- Assessment Class 2021**
- 1 - Res
 - 1, 6 - Res, Bus/Oth
 - 1, 6, 8 - Res, Bus/Oth, Rec
 - 2 - Utilities
 - 2, 6 - Utilities, Bus/Oth
 - 2, 8 - Utilities, Rec
 - 3 - Supp Housing
 - 3, 6 - Supp Housing, Bus/Oth
 - 5, 6 - Light Ind, Bus/Oth
 - 6 - Bus/Oth
 - 6, 8 - Bus/Oth, Rec
 - 8 - Rec
 - n/a - Not Assigned

1:6,000

Schedule "A"

SCHEDULE "B"

BUSINESS PROMOTION SCHEME

The Business Promotion Scheme to be undertaken by the Downtown New Westminster Business Improvement Area pursuant to the provisions of this Bylaw shall include the following activities:

1. the encouragement of business in the Business Improvement Area in order to complement and expand the present business mix;
2. the strengthening of businesses in the Business Improvement Area by undertaking beautification projects and promotional initiatives including special events and by advertising and promoting existing businesses;
3. the carrying out of research and the preparation of reports including measures to enhance the economic vitality of the Business Improvement Area; and
4. the improvement, beautification or maintenance of streets, sidewalks or municipally owned land, buildings or structures in the Business Improvement Area.

SCHEDULE "C"

BUDGET FORMAT OUTLINE

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

The projects and activities of the Downtown New Westminster Improvement Area can be described or classified into five categories.

1. BUSINESS RECRUITMENT AND BUSINESS DEVELOPMENT

Business recruitment and business development will concentrate on attracting new businesses to the downtown and informing or educating existing businesses. This will include a method for providing new businesses and property owners with assistance regarding municipal standards and business information.

Business seminars will offer assistance to existing businesses in the downtown to help them become more competitive. Seminars will include topics such as Advertising and Promotions, Merchandising and Product Mix, Knowing your Customers, What Your Windows say about your Business, etc...

2. PROMOTION AND ADVERTISING

Promotions and advertising will concentrate primarily on attracting new and old customers to our downtown. Special events and activities for the first year will emphasize the fact that our downtown is changing and there are many reasons to return to the downtown - watch our progress.

3. BEAUTIFICATION AND SEASONAL ITEMS

Seasonal items and beautification concentrate primarily on giving our area a distinct look or identification from the rest of the City. These items are used to make the downtown look attractive and bustling. Examples of such items are street banners, flags or pennants for Canada Day, Christmas lights for all the store windows, cedar boughs, and murals. The majority of these items can be used year after year and

4. ADMINISTRATION AND OVERHEAD

The administration and overhead portion of the budget includes all costs of running the BIA such as office costs and related expenses. Staffing includes all aspects of planning and carrying out the BIA activities.

5. MAINTENANCE

Maintenance involves the extra effort which should be made by the BIA to keep the downtown looking neat, clean and attractive. Examples include a spring clean up, and sign removal.

SCHEDULE "C"

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

20 _ BUDGET FORMAT OUTLINE

REVENUE

Balance from Previous Year	\$ _____	
Municipal Levies	\$ _____	
Government Grants:	\$ _____	
Federal		\$ _____
Provincial	\$ _____	
Municipal	\$ _____	
Interest	\$ _____	
Other (specify)	\$ _____	
TOTAL REVENUE		\$ _____

SCHEDULE "C"

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

20 _ BUDGET FORMAT OUTLINE

EXPENDITURES

1) BUSINESS RECRUITMENT AND BUSINESS DEVELOPMENT:
(Specify projects)

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

2) PROMOTION AND ADVERTISING

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

3) BEAUTIFICATION AND SEASONAL ITEMS

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

4) ADMINISTRATION AND OVERHEAD

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

5) MAINTENANCE

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

TOTAL EXPENDITURES

\$ _____

SCHEDULE "D"

INSURANCE SPECIFICATIONS

1. The applicant shall provide and maintain Comprehensive General Liability insurance acceptable to the City and subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The insurance shall cover anyone employed directly or indirectly by the applicant as well as any contractor or subcontractors hired by the applicant.
2. The City shall be added as an additional named insured under the Comprehensive General Liability.
3. The applicant shall provide the City with a copy of its Comprehensive General Liability insurance policy prior to the City providing funding under Section 4 of this Bylaw.
4. The applicant's Comprehensive General Liability policy shall contain an endorsement to provide the City with 30 days written notice of change or cancellation.

REPORT

Office of the Chief Administrative Officer

To: Mayor Cote and Members of Council **Date:** October 4, 2021

From: Lisa Spitale **File:**
Chief Administrative Officer

Item #: 2021-398

Subject: Massey Theatre and Complex Lease and Working Agreement

RECOMMENDATION

THAT Council approve in principle the Lease and Working Agreement for the operation of the Massey Theatre and Complex;

THAT staff be directed to publish notice of the intent to enter into the Lease and Working Agreement; and

THAT subsequent to the closing of the Land Transfer Agreement and the completion of the notice period the Mayor and Corporate Officer be authorized to execute the Lease and Working Agreement with the lease commencement date to coincide with the date of execution.

PURPOSE

To obtain Council's approval in principle of the Lease and Working Agreement with the Massey Theatre Society (MTS) for the operation of the Massey Theatre and Complex. Following Council's approval, a notice of the City's intent will be published, as required through the Community Charter. Upon completion of the notice period, and the closing of the Land Transfer Agreement, staff are requesting that the Mayor and Corporate Officer be authorized to execute the Lease and Working Agreement.

SUMMARY

The Massey Theatre and Complex refers to a defined lease space within the stand-alone facility located on a parcel of land fronting the 700 block of 8th Street. Ownership

of this parcel of land and the Massey Theatre and Complex is in the process of being transferred from the School District to the City. The lease space includes the existing Massey Theatre as well as the adjacent classrooms, band rooms and small gymnasium to support a variety of arts, cultural and community uses.

The Lease and Working Agreement with MTS establishes an innovative, reciprocally beneficial operating model that leverages the resources, assets, skill and expertise of a local professional sectoral partner to deliver services on behalf of the City that respond to the artistic, cultural and social needs of the broader community. This operating model aligns with the City's Strategic Plan, Arts Strategy and Theatre Strategy through the establishment of a strategic, community-engaged partnership that supports innovation and creativity in service delivery. Municipalities often look to sectoral partners to deliver, support or augment arts and cultural programs and services. Harnessing local and specialized capacity serves to strengthen and expand efforts to advance the arts in New Westminster.

MTS is a well-established local not-for-profit society skilled in professional and fiscally responsible theatre operations and inclusive, community-engaged programming. MTS has been operating in the Massey Theatre for over 40 years through a lease agreement with the School District, investing in specialized equipment and infrastructure and providing services to the New Westminster community and region. As such, they are well positioned to effectively and efficiently operate the facility on the City's behalf and continue to leverage ongoing capital investment for the benefit of the community.

BACKGROUND

Theatre Strategy

The City's Theatre Strategy recognizes the opportunity to capitalize on civic theatre assets (both existing and new) to support creativity, livability, innovation and cultural development. The Theatre Strategy was the result of extensive community consultation that began in 2017 during the process of developing the overarching Arts Strategy. Local performing arts stakeholders were actively involved in the development of the Theatre Strategy through interviews, focus groups, a community workshop and public open house.

The Theatre Strategy recognizes the potential of the Massey Theatre to grow into an arts complex and inclusive community gathering space, supporting a wide range of cultural, artistic and social needs. The goals and objectives outlined in the Strategy include supporting the MTS to continue and expand its role as a leader in local performing arts development for the benefit of the community and reaffirming the governance model of the MTS as the Trustee and Operator of the Massey Theatre.

Massey Theatre Working Group

The Massey Theatre Working Group (Working Group) was established by Council in 2020 to support a more collaborative and engaged planning process with MTS. The Working Group was tasked to define principles of partnership and to review, inform and

deliver a draft agreement to Council for approval. The Working Group included City and MTS staff, as well as City Council and MTS Board liaisons. Recommendations from the Working Group were vetted through the Culture and Economic Development Task Force prior to being brought forward to Council.

Guiding Principles

The establishment of a set of guiding principles formed the foundation for the Lease and Working Agreement, which are as follows:

- Clear and meaningful intent – to provide for the coordination and provision of programs and services for the benefit of all citizens of New Westminster;
- Strategic alignment – to support the achievement of shared goals, advance independent mandates and provide broad community benefit;
- Accountability and Responsiveness – to clearly articulate roles and responsibilities and ensure that mechanisms are in place to be responsive to opportunities, changes and challenges; and
- Shared Stewardship – to provide shared oversight and investment in support of the long-term vision.

Shared Goals

Shared goals were developed, capturing the commitment of the City and MTS to collaborate over the term of the lease through shared investment:

- To improve and sustain the physical asset and its specialized functions for the use and enjoyment of all citizens of New Westminster;
- To support the advancement of the arts and cultural sector in the City and region;
- To activate and develop the facility to its fullest potential artistically, culturally and socially.

The partnership brings together the opportunities, capabilities and resources of both organizations toward achieving these goals.

EXISTING POLICY AND PRACTICE

Key planning documents that have informed the development of the Lease and Working Agreement include the City of New Westminster's Strategic Plan, the Arts Strategy and Theatre Strategy.

City of New Westminster Strategic Plan 2019-2022

A key direction in the 2019-2022 Strategic Plan for Culture and Economic Development is to "continue to identify, develop, promote and enhance diverse cultural services and assets through the pursuit of strategic partnerships, collaborations and plans." Within this context, the City has a unique opportunity to implement a new approach to community partnerships that has not traditionally been used to guide other civic facilities and services. Through the Lease and Working Agreement the City and MTS will be

positioned to work collaboratively to nurture the development of the local arts sector, expand community capacity and reach and provide broad social and cultural benefit.

Arts Strategy

The Arts Strategy, approved in 2018, was developed to “inspire and connect the creative energy within the arts community and the City of New Westminster to strengthen its relationship.” The Arts Strategy sets out an aspirational vision and set of values for the future of the arts in New Westminster, embracing innovation and creativity in service delivery through collaboration and cooperation.

Theatre Strategy

The Theatre Strategy, approved in 2019, provided a focused plan for managing the Civic theatre assets, in order to cultivate an environment of possibilities and growth for artists and audiences, establish governance frameworks, stimulate creative and economic activity and open the door to new collaborative relationships in support of long-term stability for the sector. The Theatre Strategy has directly informed the recommended governance and operational framework included in the Lease and Working Agreement.

ANALYSIS

Lease and Working Agreement Overview

The City Solicitor was engaged to ensure that the Lease captures the intent of the partnership while at the same time, mitigates risk and liability for the City and protects the City's interests and financial investment.

General terms in the Lease include:

- Parameters of usage;
- Standard landlord and tenant covenants;
- Insurance and risk management;
- Sponsorship and naming;
- WorkSafeBC and environmental law compliance;
- Operational responsibilities;
- Relationship and reporting;
- Conflict resolution;
- Default and termination;
- Term and renewal.

Lease Term

As recommended in the Theatre Strategy, a 25-year Lease term has been established in order to provide operational stability, demonstrate shared commitment to the long-term vision for the Theatre and Complex, and enable MTS to leverage contributions from other levels of government to continue to invest in specialized infrastructure and equipment for the betterment of the asset.

Working Agreement

A 5-Year Working Agreement, included as a Schedule of the Lease, allows for specific terms at different phases in the life of the agreement and the ability to respond to changing operational contexts while maintaining the core integrity of the Lease.

Operational Responsibilities

General operational responsibilities are outlined in the Lease as follows:

- MTS is responsible for funding direct operational and organizational expenses to deliver programs and services;
- City is responsible for the maintenance, repair and replacement of the building, building envelope, grounds and major systems.

Phased and scaled operational support is defined in Schedule “B” of the Working Agreement, aligning with the transition and capital renewal phases anticipated over the initial years following the land transfer.

Access and Usage

Parameters of access and usage are defined in Schedule “A” of the Working Agreement, and include the following provisions:

- Balance of use that accommodates community and professional arts and cultural uses, business activities, commercial rentals and internal MTS programming;
- Low barrier opportunities for community to access the facilities and programs;
- School District and municipal use; and
- A tiered rental rate structure with a preferred rate for New Westminster-based businesses and organizations.

Relationship and Oversight

The relationship structure included in the Lease has been developed to support collaboration, communication and oversight:

- A City and MTS Liaison responsible for maintaining an active relationship and to support collaboration;
- A Council liaison;
- Additional City staff liaisons to coordinate facility maintenance and infrastructure needs and coordination of capital and infrastructure planning; and
- A Working Group comprised of City and MTS representatives brought together as needed to resolve conflict, review major decisions and to negotiate adjustments to the Lease as required.

A Joint Leadership Session will be held annually, where Mayor and Council, MTS Board members and key staff from both the City and MTS will come together in the spirit of partnership to share information and report on all aspects of operations.

Reporting

MTS will submit to the City on an annual basis, the Society’s financial statements and the Society’s public meeting minutes as well as comprehensive data reports related to facility use and programming.

FINANCIAL IMPLICATIONS

Facility Maintenance Costs

With the transfer of ownership from the School District, core facility costs associated with the building envelope and maintenance will be assumed by the City. To date staff have estimated and Council has approved an annual operating budget of \$400,000 to support ongoing maintenance of the facility. Future budget needs beyond the \$400,000 will need to be managed within existing budgets or brought to Council for consideration as part of the annual budget process.

Programming and Administrative Costs

Programming and administrative costs to activate the facility will be provided by the MTS for the life of the Lease. MTS will provide professional theatre staffing and oversight to program the municipal asset for the community and in support of advancing shared goals.

Phased/Scaled Custodial Support

The City will provide phased/scaled custodial support, reduced over time, as outlined in Schedule “B” of the Working Agreement:

- Year 1 – 100% to a maximum of \$80,000
- Year 2 – 100% to a maximum of \$80,000
- Year 3 – 75% to a maximum of \$60,000
- Year 4 – 75% to a maximum of \$60,000
- Year 5 – 50% to a maximum of \$40,000

The expectation is that MTS will assume these costs fully over time.

Utility Costs

The City will fund utility costs as follows:

- Year 1 – 100% of utility costs
- Year 2 – 100% of utility costs
- Year 3 – 100% of utility costs

A defined cost sharing for Year 4 and Year 5 will be negotiated in Year 3 for the balance of the Working Agreement based on real costs and the trajectory of the capital renewal. The expectation is that MTS will assume all direct utility costs over time.

OPTIONS

Council is requested to consider the following options:

1. Approve in principle the Lease and Working Agreement for the operation of the Massey Theatre and Complex as attached to this report;
2. Direct staff to publish notice of the intent to enter into a Lease and Working Agreement with the Massey Theatre Society for the operation of the Massey Theatre and Complex;
3. Subsequent to the closing of the Land Transfer Agreement and the completion of the notice period the Mayor and Corporate Officer be authorized to execute the Lease and Working Agreement with the lease commencement date to coincide with the date of execution;
4. Provide staff with other direction.

Staff recommend Options 1, 2 and 3.

ATTACHMENTS

Att 1 Massey Theatre and Complex Lease and Working Agreement.

Att 2 Notice of Intent

APPROVALS

This report was prepared by:

Todd Ayotte, Manager of Community Arts and Theatre

This report was reviewed by:

Craig MacFarlane, Manager of Legal Services

Lisa Leblanc, Director of Engineering Services

Tobi May, Manager of Civic Buildings and Properties

Lorraine Lyle, Manager of Financial Services

This report was approved by:

Lisa Spitale, Chief Administrative Officer

Attachment #1

*Massey Theatre and Complex Lease and
Working Agreement*

MASSEY THEATRE AND COMPLEX LEASE

THIS LEASE dated for reference October 4, 2021 is

BETWEEN:

CORPORATION OF THE CITY OF NEW WESTMINSTER, a municipal corporation having an address at 511 Royal Avenue, New Westminister, British Columbia (the "**Landlord**")

AND:

MASSEY THEATRE SOCIETY (Incorporation No. S-0018724) a society duly incorporated under the *Society Act* (British Columbia) and having an address at 735 8th Street, New Westminister, British Columbia, V3M 2R2 (the "**Tenant**")

GIVEN THAT:

- A. The Board of Education of School District No. 40 (the "**District**") is transferring ownership of the premises described in Schedule "A" known as the Massey Theatre and Complex, and its ancillary spaces (the "**Lands**") to the Corporation of the City of New Westminister (the "**Landlord**") on (insert date).
- B. Following the aforementioned transfer, the Landlord will own, hold, possess and control the Lands and wishes to lease the Premises (as defined below) to the Tenant, on the terms and conditions set out in this Lease.
- C. The Tenant is a not for profit society and wishes to lease the premises identified in Schedule "B" which are located on the Lands at 735 8th Avenue, which collectively shall be referred to as the "**Premises**". For greater clarity, the Premises are outlined in bold on the drawings attached as Schedule "B".
- D. The Tenant has operated the Massey Theatre and Complex in a professional manner for 40 years through an Operating Agreement with the District. The Tenant has developed the reputation and relationships for the building and is owner of the equipment assets in the Premises.
- E. The Landlord adopted a Theatre Strategy (the "**Strategy**") in December 2019, which articulates its commitment to supporting the performing arts in New Westminister, and outlines specific goal, objectives and strategies in relation to the Premises.
- F. The Strategy outlines investment in capital improvements to bring the Premises to modern standards supporting the vision of a Performing Arts Centre, a community gathering place and a regional destination.
- G. The Strategy identifies the Tenant as the operator of the Premises, and recommends

supporting the Tenant in continuing to expand its role as a leader in local performing arts development for the benefit of the entire community.

- H. The Tenant, by a resolution of its Board of Directors dated June 9, 2021 and the Landlord by a resolution of its Council dated October 4, 2021, have agreed that the Tenant may occupy and use the Premises as a tenant for a term of 25 years and operate the Massey Theatre and Complex on the Premises for the continued benefit of the citizens of New Westminster and the public generally, subject to the terms and conditions contained herein.
- I. In accordance with section 26 of the *Community Charter*, S.B.C. 2003, c. 26, the Landlord has published notice in a newspaper of its intention to lease the Premises to the Tenant.
- J. The Landlord is authorized by section 25 of the *Community Charter* to lease the Premises at less than market value and, in accordance with section 24 of the *Community Charter*, the Landlord has published notice in a newspaper of its intention to provide assistance to the Tenant by leasing the Premises at less than market value.

THIS LEASE is evidence that in consideration of the mutual promises contained in this Agreement and the payment of One Dollar (\$1.00) by the Tenant to the Landlord (the receipt and sufficiency of which the Landlord acknowledges), the parties covenant and agree as follows:

1. **Lease of Premises** - The Landlord leases the Premises to the Tenant (the "**Lease**") for the Term (as defined herein), on the terms and conditions of this lease and for the purposes set out in this Lease.
2. **Term** - The term of this Lease is for a period of twenty-five (25) years, beginning on (insert date) and expiring on (insert date) subject to earlier termination pursuant to the terms of this Lease (the "**Term**").
3. **Renewal Term** - The Renewal Term (the "**Renewal Term**") means the Lease renewal provisions described in number 40.
4. **Annual Basic Rent** - The Tenant must pay the Landlord rent in the amount of One Dollar (\$1.00) for each year of the Term (the "**Rent**"), which amount is payable on the first day of each year of the Term.
5. **Permitted Use** - The Tenant must only use the Premises for the purpose of operating the Massey Theatre and Complex, and related ancillary spaces, to advance arts and culture through public assembly, gatherings, events, community activities and business activities in New Westminster, and any other uses permitted and/or authorized by the Landlord (acting reasonably). To the extent reasonable possible, the Tenant shall operate the Massey Theatre and Complex in accordance with the principles, values and goals set out in the Massey Theatre Working

Agreement (as defined herein).

6. **Massey Theatre and Complex Working Agreement** – During the Term of this Lease, the Landlord and Tenant will implement the provisions, collaboratively, to achieve the shared goals of the Massey Theatre and Complex Working Agreement as set out in Schedule “D” (the “**Working Agreement**”). It is understood and acknowledged by the parties that the Working Agreement will be renewed, extended, revised, or replaced by another agreement by mutual agreement of the parties, from time to time between the parties, such that there will be a corresponding Working Agreement operating concurrently for the duration of the Term of this Lease. The parties agree that each will use best efforts to negotiate in good faith with each other to enter into a new, or renewed, extended, amended and/or revised Working Agreement, which working agreement shall be executed at least ninety (90) days prior to the expiration of the then term of the existing Working Agreement. The parties agree that any reference in this Lease to the “Working Agreement” shall be a reference the Massey Theatre Working Agreement then executed between the parties.
7. **Tenant's Covenants** -The Tenant covenants and agrees with the Landlord:
- (a) to promptly pay, when due, Rent and any other amounts required to be paid by it under this Lease;
 - (b) not to do, suffer or permit anything in, on or from the Premises that may be or become a nuisance or annoyance to the owners, occupiers or users of land or premises adjacent to or near the Premises or to the public, including the accumulation of rubbish or unused personal property of any kind;
 - (c) not to do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to the Premises (except for ordinary and reasonable wear and tear);
 - (d) to use the Premises only for the purposes set out in this Lease;
 - (e) to carry on and conduct its activities in, on and from the Premises in a good, efficient and business-like manner;
 - (f) to provide all equipment, furnishings and supplies that may be required to use the Premises for its purposes;
 - (g) unless otherwise set out in the Working Agreement, to pay all costs and expenses associated with the Tenant's fixtures and equipment, furniture and other personal property brought onto the Premises by the Tenant and any business or activity conducted on or from the Premises, including without limitation, all taxes, levies, charges and assessments, permit and license fees, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges and payments for work and materials the timing;

- (h) to pay to the Landlord all goods and services taxes payable in respect of this Lease;
- (i) to carry on and conduct its activities in, on and from the Premises in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on or from the Premises in contravention thereof;
- (j) to take reasonable steps to terminate activities in, on and from the Premises that are reasonably determined by the parties to be: (i) in breach of human rights legislation; or (ii) obscene, slanderous, or libelous;
- (k) not to erect or place any sign or advertising of any kind on the Premises without the prior written approval of the Landlord (acting reasonably), and notwithstanding the foregoing, the Tenant is authorized to erect or place a "Massey Theatre" sign on the Premises. The parties agree that the current "Massey Theatre" sign is owned by the Tenant, and the Tenant shall be entitled to remove the same at the expiration or termination of this Lease;
- (l) to promptly discharge any builders lien which may be filed against the title to the Premises or that might otherwise affect the Premises, and to comply at all times with the *Builders Lien Act* (British Columbia), in respect of any improvements, work or other activities undertaken in, on or to the Premises;
- (m) to secure an annual business license from the City of New Westminster for its operations in the Premises and to provide a photocopy of such business license along with the Rent payment described in section 3 above, and proof of insurance, together with the signed Lease on or before the first day of the Term, and annually thereafter to provide the City with a copy of the Tenant's business license for each year of the Term.

8. **Landlord's Covenants** - Despite any other term to the contrary, the Landlord covenants and agrees with the Tenant:

- (a) to repair and maintain the building components associated with heating, ventilating, air-conditioning, electricity, lighting and plumbing systems installed in the Building and serving the Premises;
- (b) to carry out all structural repairs to the Building, including glass and building envelope, maintenance of structural integrity, and repairs of damage to the Building caused by perils against which the Landlord is insured; and
- (c) to carry out capital improvement works (including, without limitation, efficiency projects, environmental projects, accessibility projects or other improvements to the Premises) as may be required under the Working Agreement.

9. **Mutual Covenants** – The Tenant and Landlord covenant and agree with each other each of the following:
- (a) the Landlord and Tenant will be responsible for their respective maintenance and repair obligations as set out in Schedule “C” of the Lease and Schedule “B” of the Working Agreement;
 - (b) the Landlord and Tenant will be responsible for their respective costs and expenses relating to the use and occupation of the Premises.
10. **Security** - The Landlord and the Tenant shall cooperate to ensure the safety and security of the Premises and the Tenant's property on the Premises. The responsibility for the security of the Premises shall rest with both the Tenant and the Landlord, with each being required to use due diligence to ensure the safety and security of the Premises.
11. **Net Lease** – Unless otherwise set out in the Working Agreement, the Tenant agrees that this Lease is absolutely net to the Landlord and the Tenant must promptly pay when due on its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the Premises and that to the extent any such amounts remain unpaid after they come due, such amounts shall be deemed as Rent and may be collected by the Landlord as Rent.
12. **Lease Not In Registrable Form** -The Tenant acknowledges and agrees that the Landlord is under no obligation to at any time deliver this Lease or any instrument creating this Lease to the Tenant in a form registrable under the *Land Title Act* (British Columbia).
13. **Tenant's Representations and Warranties** - The Tenant represents and warrants that the Tenant:
- (a) is a not for profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;
 - (b) has the power and capacity to enter into and carry out the obligations under this Lease; and
 - (c) has completed all necessary resolutions and other preconditions to the validity of this Lease and any agreements referenced in this Lease.
14. **Landlord's Representations and Warranties** – The Landlord represents and warrants that the Landlord:
- (a) has complied with all obligations under the *Community Charter* in the manner described in the recitals of this Lease;

- (b) has the power and capacity to enter into and carry out the obligations under this Lease; and
- (c) has completed all necessary resolutions and other preconditions to the validity of this Lease and any agreements referenced in this Lease.

15. **Acknowledgment and Agreements of the Tenant** - The Tenant acknowledges and agrees that:

- (a) the Landlord has given no representations or warranties with respect to the Premises including, without limitation, with respect to the suitability of the Premises for the Tenant's intended use of the Premises;
- (b) the Tenant leases the Premises on an "as is" basis and the Landlord has not made any representations, warranties or agreements as to the condition of the Premises (including subsurface nature or condition of the Premises or the environmental condition of the Premises);
- (c) it is the sole responsibility of the Tenant to satisfy itself with respect to the environmental conditions of the Premises (including subsurface nature or condition of the Premises or the environmental condition of the Premises), including, without limitation, by conducting any reports, tests, investigations, studies, audits and other inquiries as the Tenant, in its sole discretion, considers necessary in order to satisfy itself as to the condition of the Premises; and
- (d) Notwithstanding anything set out in this Lease to the contrary, the Landlord acknowledges and agrees that the Tenant shall not be liable for any the environmental condition of the Premises, unless the environmental condition was caused, damaged or destroyed by the Tenant (outside of ordinary and reasonable wear and tear).

16. **Routine Repair and Maintenance** - The Tenant must keep the Premises, and all fixtures and appurtenances thereon, in a state of good repair consistent with the condition it was in at the start of this Lease. At the end of the Term, the Tenant must surrender the Premises to the Landlord in good repair substantially similar to the condition of the Premises at the start of the Lease, excepting reasonable wear and tear.

17. **Landlord Right of Repair** - If at any time during the Term the Tenant fails to keep the Premises in the condition required under this Lease, the Landlord may, by its employees, contractors and agents, enter upon the Premises for the purpose of remedying the Tenant's default if the Tenant fails to commence its remedy or fails to diligently pursue the remediation of such default within thirty (30) days following notice thereof from the Landlord. The Tenant shall reimburse the Landlord for the Landlord's costs of remedying such default within twenty-one (21) days following receipt of an invoice from the Landlord.

18. **Landlord Rights to Grant Further Interests** - The Landlord may, from time to time, grant licenses, rights of way, easements and other rights and privileges to third parties on, over, under, through, above and across the Premises, provided that: a) the foregoing does not materially impair or interfere with the Tenant's rights under this Lease and Working Agreement, and b) the Landlord obtains written consent from the Tenant (acting reasonably). If consent is provided by the Tenant, the Tenant will execute such further instruments as may be necessary to give such rights and privileges priority over this Lease.
19. **Tenant Alterations** - The Tenant shall not make any improvements or alterations to the Premises without the prior written consent of the Landlord, which may not be unreasonably withheld.
20. **Repair Work Standards** -The Tenant must ensure that any repairs or work with respect to the Premises done by or on behalf of the Tenant under this Lease:
 - (a) do not affect any structural or foundation elements of the Buildings;
 - (b) meet or exceed the standards of materials and construction employed in the original construction of the Buildings (unless otherwise permitted under the Working Agreement); and
 - (c) comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the City of New Westminster.
21. **Design Requirements** - In the case of improvements or alterations to the Premises approved by the Landlord and with respect to other work required to be done by the Tenant under this Lease, the Landlord may require that the Tenant cause detailed drawings and specifications, acceptable to the Landlord, to be prepared for such work. In such circumstances the Tenant shall, prior to commencing the contemplated work, submit for approval by the Landlord drawings and specifications for such work, prepared by and under seal of an appropriately qualified professional engineer or registered architect acceptable to the Landlord and shall cause such drawings and specifications to be revised as necessary in order to obtain the Landlord's approval before commencing such work. Further, the Tenant shall submit to the Landlord a budget for any property/Premises upgrades having a value greater than Ten Thousand Dollars (\$10,000.00}, which budget must itemize the costs and off-setting revenue sources.
22. **Insurance Requirements** - The Tenant must, at its sole expense, obtain and maintain during the Term:
 - (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the operations, use and occupation of the Premises in

an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence;

- (b) "all risks" insurance, for replacement cost, on all improvements from time to time making up part of the Premises and all of the Tenant's fixtures and personal property on the Premises;
- (c) in its own name or through its contractor, during the course of construction of any improvement on the Premises:
 - (i) insurance protecting both the Tenant and the Landlord against claims for personal injury, death or property damage arising from any accident or occurrence upon, in or about the Premises and from any causes, including the risks associated with the construction of the improvement, and to the amount reasonably satisfactory to the Landlord;
 - (ii) "all risks" insurance protecting the Tenant and the Landlord from loss or damage to the Premises and any building materials on the Premises from time to time during construction in respect of fire, earthquake and all other perils customarily included in the usual all risks builders' risk form of policy applicable to similar properties during construction and effected in B.C. by prudent owners, to the full insurable value thereof at all times and in any event in an amount sufficient to prevent the Landlord and the Tenant from being deemed co-insurer; and
- (d) any other form or forms of insurance that the Landlord may require from time to time in amounts and for perils against which a prudent tenant acting reasonably would protect itself in similar circumstances.

23. **Insurance Policies** - All policies of insurance required to be taken out by the Tenant must be with companies satisfactory to the Landlord and must:

- (a) name the Landlord as an additional named insured;
- (b) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (c) be primary and non-contributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord is in excess coverage;
- (d) not be cancelled without the insurer providing the landlord with thirty (30) clear days written notice stating when such cancellation is to be effective;
- (e) be maintained for a period of twelve (12) months per occurrence;
- (f) not include a deductible greater than Five Thousand Dollars (\$5,000.00) per

occurrence;

- (g) include a cross liability clause; and
- (h) be on other terms acceptable to the Landlord.

24. **Insurance Certificates** - The Tenant must obtain all required insurance at its sole expense and must, at least fourteen (14) days before the commencement of the Term and promptly upon the Landlord's request at such other times during the Term, provide the Landlord with certificates of insurance confirming the placement and maintenance of the insurance. The Tenant will provide a certificate of the insurance required under section 19(c) to the Landlord before commencing to construct or place certificates of improvement on or to the Premises.
25. **Landlord May Insure** - If the Tenant fails to insure as required, the Landlord may, after thirty (30) days' notice to the Tenant, effect the insurance in the name and at the expense of the Tenant and the Tenant must repay the Landlord all costs reasonably incurred by the Landlord within twenty-one (21) days of receipt of an invoice. For clarity, the Landlord has no obligation to insure the Premises during the Term.
26. **Quiet Possession** - The Landlord shall permit the Tenant, so long as the Tenant is not in default of the Tenant's obligations under this Lease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the Landlord or those claiming by, from or under the Landlord, except for the Landlord's express rights under this Lease to enter upon and use the Premises or to permit others to do so.
27. **Tenant's Indemnity** - The Tenant must indemnify and save harmless the Landlord and its elected and appointed officials, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way directly arising from the Tenant's negligence and/or the Tenant's breach of its obligations as it relates to the Tenant's occupation, activities or actions of the Tenant on or from the Premises or anything done or not done or maintained by the Tenant.
28. **Landlord's Indemnity** - The Landlord must indemnify and save harmless the Tenant and its elected and appointed officials, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way directly arising from the Landlord's negligence and/or the Landlord's breach of its obligations as under this Lease.
29. **Survival of Indemnities** - The obligations of the Tenant and Landlord under section 26 and 27, respectively, survive the expiry or earlier termination of this Lease.
30. **Permission to Enter** - The Landlord or its authorized representative may enter the

Premises at all reasonable times for the purposes of inspection of the Premises and the Tenant's compliance with this Lease and for the purpose of exercising its rights and obligations under this Lease, provided that: a) the Landlord has provided the Tenant reasonable period of notice in advance of such inspections; and b) the inspection proceeds at a time and in the manner that is mutually coordinated between the parties, so as to not disrupt or interfere with the operations of the Tenant or the events occurring on the Premises.

31. **Ownership of Improvements at Termination** - Unless otherwise agreed to by the parties, or otherwise agreed to in the Working Agreement, at the expiration of the Term or earlier termination of this Lease, all improvements and alterations to the Premises done by or on behalf of the Tenant during the Term are forfeited to and become the permanent property of the Landlord, without compensation to the Tenant.
32. **State of Improvements at Termination** - Upon the expiry or earlier termination of this Lease, the Tenant shall leave the Premises in a good, neat and tidy condition and otherwise in the condition they are required to be kept by the Tenant during the Term under the provisions of this Lease. If the Tenant does not do so, the Landlord may do so on behalf of the Tenant and the Tenant shall pay all of the Landlord's costs in that regard within twenty-one (21) days of receipt of an invoice. The Landlord's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Lease.
33. **Workers Compensation** - The Tenant shall, in its use of and activities on the Premises, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulations, and, upon request from the Landlord, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments. In addition, the Tenant shall be the "prime contractor" for the Premises under the *Workers Compensation Act* (British Columbia) and fulfill all of the "prime contractor's" obligations under that Act, including by ensuring that the activities of any employers, workers and other persons on the Premises relating to occupational health and safety are coordinated and by doing everything that is reasonably possible to establish and maintain a process that shall ensure compliance with that Act and regulations thereunder, including the Occupational Health and Safety Regulations.
34. **Environmental Matters** - In this section, the following definitions apply:
 - (a) **"Contaminants"** means
 - (i) as defined in the *Environmental Management Act*: any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to safety or health or to the environment; or

- (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Law.
- (b) **"Environmental Law"** means any past, present or future common law, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

The Tenant covenants and agrees with the Landlord to:

- (c) carry on and conduct its activities in, on and from the Premises in compliance with all Environmental Laws;
- (d) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal or introduction into the environment of any Contaminants in, on, under or from the Premises, except in compliance with all Environmental Laws;
- (e) immediately notify the Landlord of the occurrence of any of the following and provide the Landlord with copies of all relevant documentation in connection therewith:
 - (i) a release of Contaminants in, on or about the Premises or any adjacent land;
or
 - (ii) the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person that is related to any Environmental Law;
- (f) promptly provide to the Landlord a copy of any environmental site assessment, audit, report or test results relating to the Premises conducted at any time by or for the Tenant;
- (g) if the Landlord suspects that the Tenant has not complied with its obligations under this section, obtain from an independent environmental consultant approved by the Landlord an environmental site assessment, audit, report or testing of the Premises and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend all in order to determine compliance of the Premises with Environmental Laws; and

- (h) promptly remove any Contaminants arising from the Tenant's use or occupation of the Premises in a manner that conforms to Environmental Laws governing their removal.

Notwithstanding anything set out in this Lease to the contrary, the Landlord acknowledges and agrees that the Tenant shall not be liable for any contaminants in, on, over, under, emanating from, or otherwise present on the Premises, the Building, or the Lands, unless the Contaminant was created by or brought onto the Premises, the Building, or the Lands by the Tenant, and it is not otherwise caused by or contributed to by the negligence or willful act of the Landlord.

- 35. **No Assignment or Sublease** - The Tenant must not assign the Tenant's interest in this Lease or sublet the Premises without the prior written consent of the Landlord, nor may the Tenant charge, mortgage or encumber or purport to charge, mortgage or encumber the Tenant's interest in the Premises or this Lease without the prior written consent of the Landlord. The Landlord may withhold such consents for any reason whatsoever. If the Landlord consents to a sublease of the Premises, the Landlord may grant such approval on condition that the Tenant and the proposed sub-lessee execute a sublease agreement in a form satisfactory to the Landlord.
- 36. **Relationships and Reporting.** The following are the Liaison Committees and Working Groups that the parties will organize and implement:
 - (a) **City and Society Liaison.** The City and the Society will each assign a liaison responsible for maintaining an active relationship. A mutually agreed-upon meeting schedule will be established and a system to support ongoing communication and collaboration will be developed.
 - (b) **Civic Operational Liaisons.** The City will assign liaisons from the Civic Buildings and Properties and Information Technology teams to be responsible for the planning, coordination and implementation of the facility maintenance and infrastructure needs as outlined in Schedule "C" of the Lease and Schedule "B" of the Working Agreement.
 - (c) **City Finance and Planning Liaison.** The City will assign a liaison from the Finance and Planning teams to support the coordination of capital and infrastructure planning.
 - (d) **Theatre Working Group.** A Working Group comprised of City and Society representatives will be brought together as needed to resolve conflict, review major decisions and to negotiate adjustments/revisions to the Schedules associated with the phasing and key milestones in the life of the Lease (including the Working Agreement).
 - (e) **Council Liaison.** A Council Liaison to the Society will be maintained.

- (f) **Annual Joint Leadership Team Session.** An annual joint leadership session where Mayor and Council, MTS Board and key staff from both the City and Society will come together in the spirit of partnership to maintain the relationship, share information and report on all aspects of operations.
- (g) **Reporting.** The Society will submit to the City on an annual basis, the Society's financial statements and the Society's public meeting minutes as well as all required data reports related to access and usage as outlined in Schedule "A" of the Working Agreement.

37. **Dispute Resolution.** If a dispute arises between the parties relating to, or arising out of this Lease and/or the Working Agreement, the parties agree to use the following procedure as a condition precedent to any party pursuing other available remedies:

- (a) either party will notify the other by written notice of the existence of a dispute and a desire to resolve the dispute;
- (b) a meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute;
- (c) if, within 30 calendar days after such meeting or such further period as is agreeable to the parties, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to mediation, on a without prejudice basis, and to bear equally the costs of mediation;
- (d) the parties will jointly appoint a mutually acceptable mediator, or seek assistance from the British Columbia International Commercial Arbitration Centre if they have been unable to agree upon such appointment within 30 calendar days following the conclusion of the negotiation period;
- (e) the parties agree to participate in good faith in the mediation and negotiations related thereto for a period of 30 calendar days following appointment of the mediator, or for such longer period as the parties may agree. If the parties are not successful in resolving the dispute through mediation, or if the mediation has not commenced within 30 days following the delivery of the Notice, then the parties may mutually agree that the dispute will be settled by a single arbitrator in accordance with the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55, as amended. The decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law, or mixed fact and law;
- (f) the costs of mediation or arbitration will be shared equally between the parties. Costs will not include costs incurred by the party for representation by legal counsel; and

- (g) if the parties do not mutually agree to submit to binding arbitration, they are free to pursue any other procedures or remedies available to them, including litigation, in an effort to finally resolve the dispute.

38. **Delay Default/Termination Notice** – The dispute resolution process set out in section 36 and section 37 must be complied with in good faith before either party may engage in any other remedies, whether such remedies are set out in this Lease, the Working Agreement, any other applicable legislation, at common law, or in equity. For greater clarity, the parties agree that each party must comply with section 36 and section 37 of this Lease, prior to either party issuing a notice of default and/or a notice of termination of this Lease.

39. **Termination Due to Default** - If and whenever:

- (a) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage;
- (b) a writ of execution issues against the goods and chattels of the Tenant;
- (c) the Tenant makes any assignment for the benefit of creditors or becomes insolvent or bankrupt;
- (d) proceedings are begun to wind up the Tenant;
- (e) the Tenant does not fully observe, perform and keep each and every term, covenant, agreement, stipulation, obligation, condition and provision of this Lease to be observed, performed and kept by the Tenant, or the terms and conditions of the Working Agreement, and the Tenant fails to commence its remedy of or fails to diligently pursue the remediation of such default within thirty (30) days following notice from the Landlord, as the case may be; or
- (f) the Tenant vacates or abandons the Premises or uses or permits or suffers the use of the Premises for any purpose other than the purposes permitted by this Lease, and such default persists for five (5) days after written notice by the Landlord;
- (g) The Tenant is no longer in good standing under the Societies Act which standing it is not able to rectify within sixty (60) days;
- (h) then the Landlord may, at its option, terminate this Lease and the Term then becomes immediately forfeited and void and the Tenant must immediately cease all use and occupation of the Premises and must vacate and deliver up possession of the Premises and the Landlord may without notice or any form of legal process and without any adherence to public law duties or procedural fairness or the principles of natural justice, forthwith re-enter the Premises and

repossess and enjoy the same.

40. **Renewal Term** - If the Tenant is not in default of any provisions under this Lease beyond the applicable notice and cure periods, the Tenant may, by providing written notice to the Landlord at least five (5) years before the expiry of the Term, and not earlier than six (6) years before the expiry of the Term, request a renewal of this Lease. Upon receiving such request, the Landlord shall deliver to the Tenant notice of the Landlord's decision to accept or reject the Tenant's renewal request, and such notice shall be delivered to the Tenant no later than four (4) years before the expiry of the Term, and if the Landlord elects to accept the requested renewal of this Lease in its sole discretion, upon giving such notice by the deadline provided in this clause, this Lease will be renewed for one renewal term of ten (10) years upon all the terms, covenants, agreements and provisos contained in this Lease, except this right of renewal.
41. **Holding Over** - If the Tenant continues to occupy the Premises after the expiration of the Term, then, without any further written agreement, the Tenant shall be a monthly lessee paying monthly rent in an amount equal to \$10.00 and subject always to the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication of law, and nothing shall preclude the Landlord from taking action for recovery of possession of the Premises.
42. **Force Majeure** – If there is an event that is beyond the reasonable control of the Tenant or the Landlord that prevents, hinders, or interrupts the affected party from performing its obligations under this Lease (or the Working Agreement), such as strikes, riots, lockouts, unavailability of materials or labour, inclement weather, war, acts of God, pandemic, epidemic, outbreak of communicable disease/virus, restrictive governmental regulations, or other circumstances beyond the affected party's control, then the deadline for the affected party's performance will be extended for the period of the delay caused by the event that is beyond the reasonable control of the affected party.
43. **Remedies Cumulative** - No reference to or exercise of any specific right or remedy by the Landlord or the Tenant prejudices or precludes the Landlord or the Tenant from any other remedy, whether allowed at law or in equity or expressly provided for in this Lease. No such remedy is exclusive or dependent upon any other such remedy, but the Landlord or Tenant may from time to time exercise any one or more of such remedies independently or in combination, provided the Landlord or the Tenant has complied with its obligations to engage in the dispute resolution process outlined section 35 of this Lease.
44. **No Joint Venture** - Nothing contained in this Lease creates the relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Tenant any power or authority to bind the Landlord in any way.

45. **Interpretation** - In this Lease:

- (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
- (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Lease;
- (c) an "enactment" is a reference to an enactment as that term is defined in the *Interpretation Act* (British Columbia) of the day this Lease is made;
- (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced;
- (e) section headings are inserted for ease of reference and are not to be used in interpreting this Lease;
- (f) a party is a reference to a party to this Lease;
- (g) time is of the essence;
- (h) where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including"; and
- (i) a reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, elected and appointed officials, officers, directors, licensees and invitees of such party where the context so requires and allows .

46. **Notices** - Where any notice, request, direction or other communication must be given or made by a party under the Lease, it must be in writing and is effective if delivered in person, sent by registered mail addressed to the party for whom it is intended at the address set forth above in the Lease or sent by fax, to the Landlord at fax number 604-527- 4564, as the case may be, provided that any notice to the Landlord must be to the attention of the Manager of Civic Buildings and Properties. Any notice is deemed to have been given if delivered in person, when delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and, if by fax, when transmitted. The address or fax number of a party may be changed by notice in the manner set out in this provision.

47. **No Effect on Laws or Powers** - Nothing contained or implied herein prejudices or affects the Landlord's rights and powers in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act* or its rights and powers under any enactment to the extent the same are applicable to the Premises, all of which may be fully and effectively exercised in relation to the Premises as if this Lease had not been fully executed and delivered.

48. **Landlord Discretion** - Wherever in this Lease the approval or consent of the Landlord is required or some act or thing is to be done to the Landlord's satisfaction, the Landlord shall act reasonably, having regards to the collaborative and cooperative relationships entered into between the parties under this Lease and the Working Agreement:
- (a) the relevant provision is not deemed to have been fulfilled or waived unless the reasonable approval, consent, opinion or expression of satisfaction is in writing signed by the Landlord or its authorized representative;
 - (b) the approval, consent, opinion or satisfaction is in the opinion of the Landlord, acting reasonably;
 - (c) any discretion of the Landlord is not subject to public law duties and the principles of procedural fairness and the rules of natural justice have no application.
49. **Severance** - If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid will not affect the validity of the remainder of the Lease.
50. **No Public Law Duty** - Whenever in this Lease the landlord is required or entitled at its discretion to consider granting any consent or approval, or is entitled to exercise any option to determine any matter, or to take any action or remedy including, without limiting the generality of the foregoing, the termination of this Lease and the re-entering of the Premises, the Landlord may do so in accordance with the contractual provisions of this Lease and no public law duty of procedural fairness or principle of natural justice shall have any application.
51. **Binding on Successors** - This Lease enures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.
52. **Law of British Columbia** - This Lease must be construed according to the laws of the Province of British Columbia.
53. **Entire Agreement** - The provisions in this Lease constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Lease.
54. **Waiver or Non-Action** - Waiver by the Landlord of any breach of any term, covenant or condition of this Lease by the Tenant must not be deemed to be a waiver of any subsequent default by the Tenant. Failure by the Landlord to take any action in respect of any breach of any term, covenant or condition of this Lease by the Tenant must not be deemed to be a waiver of such term, covenant or condition.

As evidence of their agreement to be bound by the above terms, the Landlord and the Tenant each have executed this Lease on the respective dates written below:

CORPORATION OF THE CITY OF NEW WESTMINSTER

by its authorized signatories:

Mayor: Jonathan X Cote

Corporate Officer: Jacque Killawee

Date: _____, 2021

MASSEY THEATRE SOCIETY

by its authorized signatories:

Name: _____

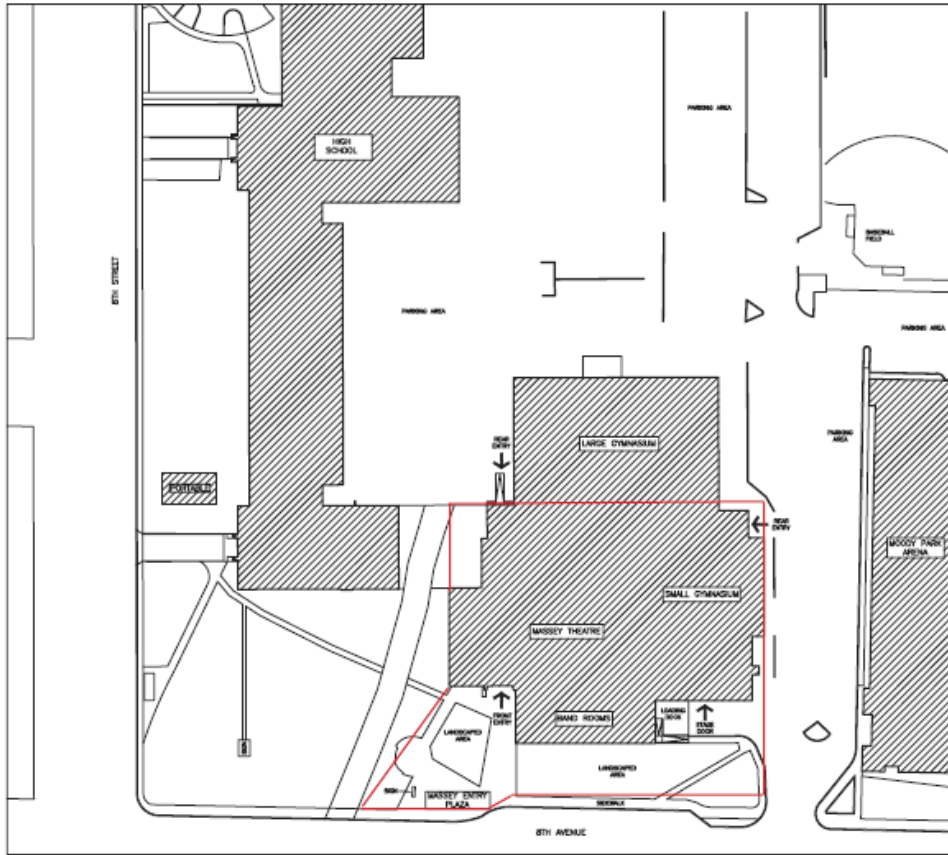
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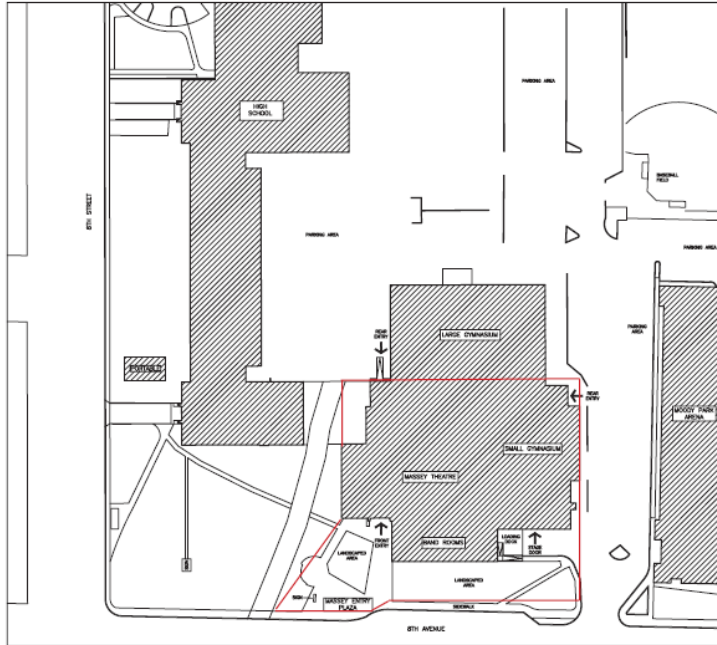
Date: _____, 2021

Schedule "A" Lands

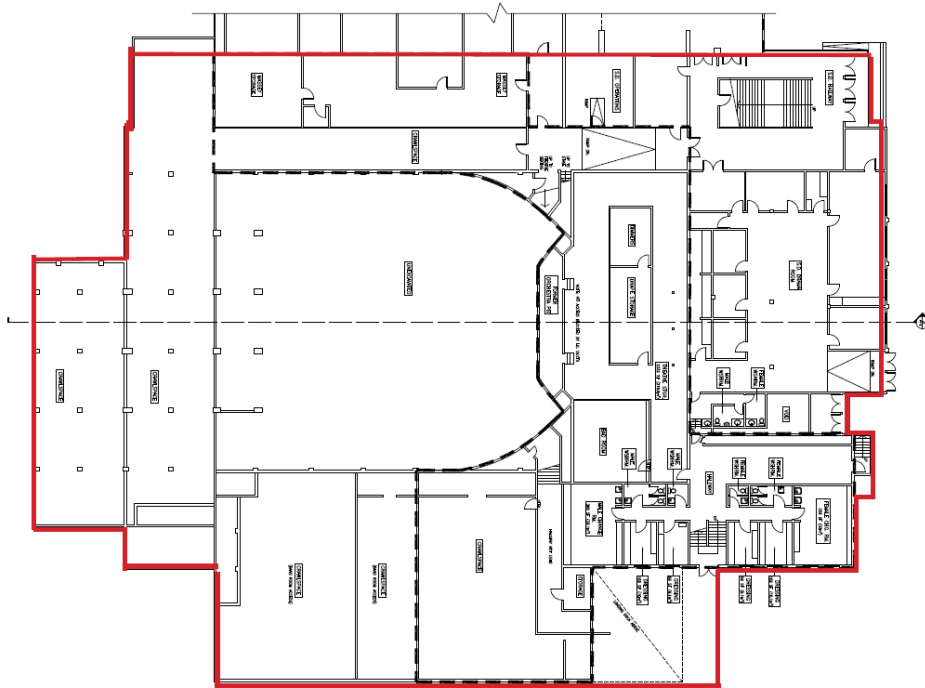


Schedule "B" Premises

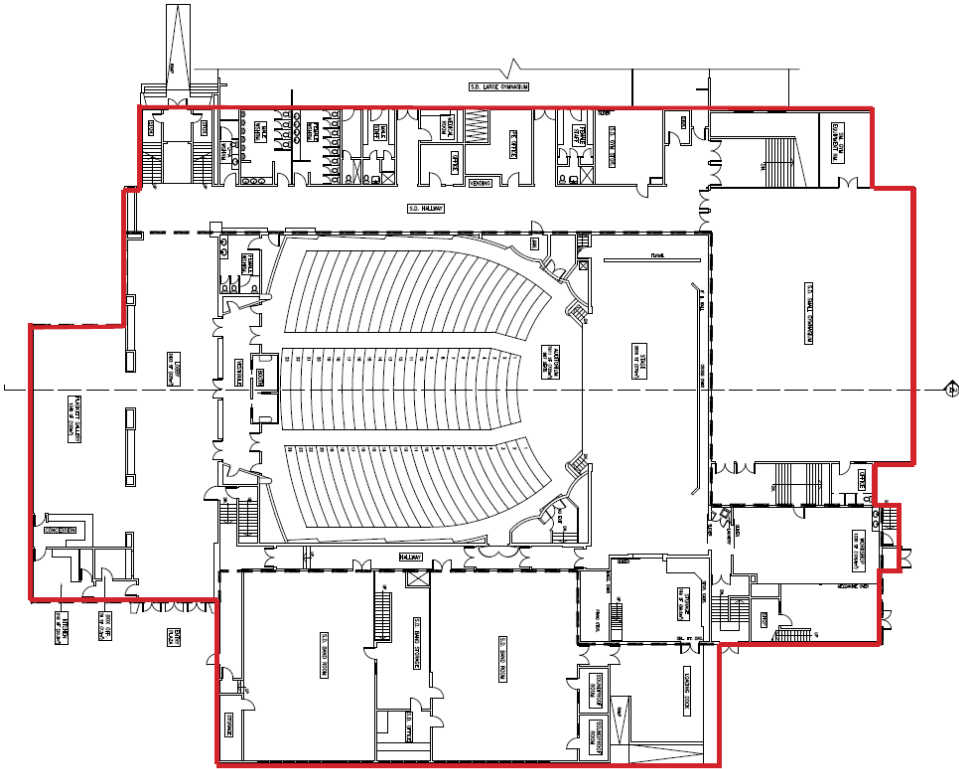
Exterior



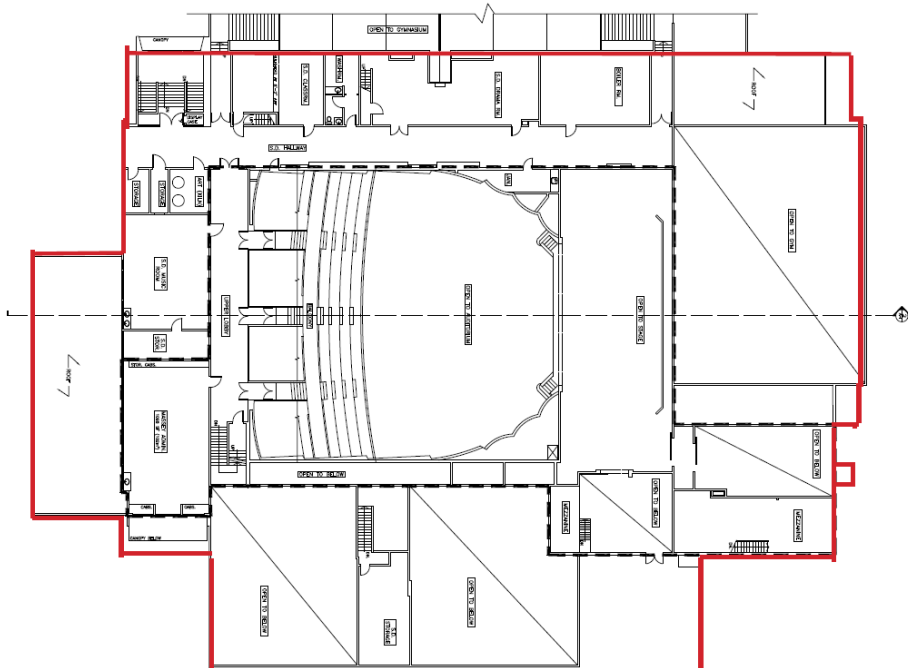
Interior – Level 1



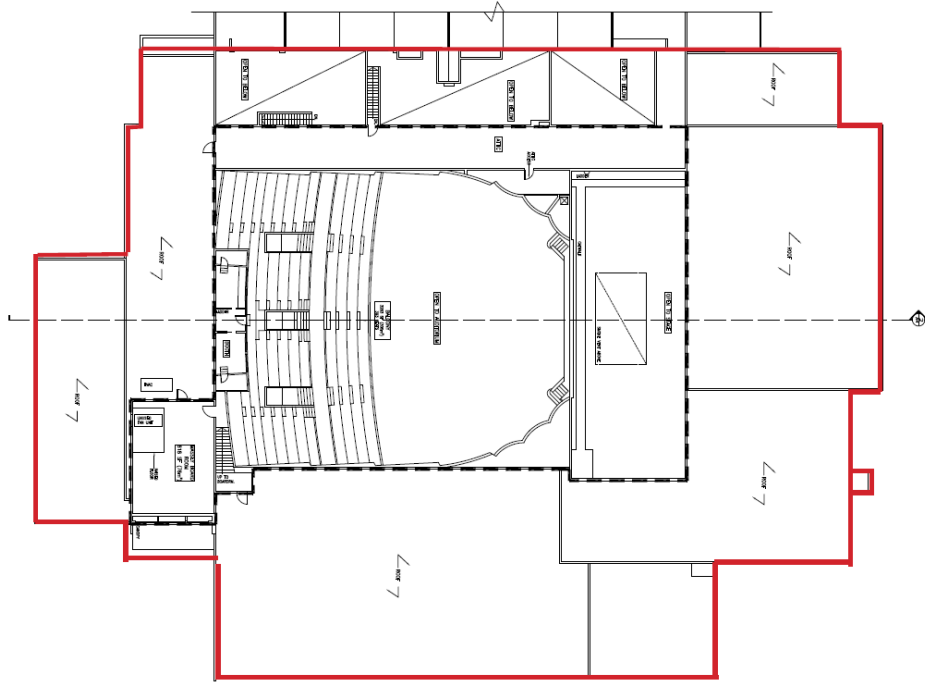
Interior – Level 2



Interior – Level 3



Interior – Level 4



Schedule “C” Operational Responsibilities

Operational responsibilities are defined as follows:

- MTS to fund direct operational and organizational expenses to deliver programs and services including all direct utility servicing (the “MTS Operating Expenses”).
- City is responsible for: a) the maintenance, repair and/or replacement of the building, building envelope, grounds and major systems; and b) all expenses and costs related to the Premises and the building (including expenses set out in this Schedule) other than the MTS Operating Expenses.

IT Infrastructure Responsibilities are defined as follows:

- City to provide infrastructure to support security systems, access systems (fobs), fire alarm, building systems
- MTS to obtain independent network services to support its internally managed systems.

Interior	CNW	MTS
Custodial (labour and supplies)		X
Scheduled Maintenance (building, systems, HVAC, electrical)	X	
Schedule Maintenance (specialized equipment)		X
Unscheduled Maintenance (building, systems, HVAC, electrical)	X	
Unscheduled Maintenance (tenant equipment)		X
Asset Management (building, systems, HVAC, electrical)	X	
Asset Management (tenant equipment)		X
Safety (base building, major systems)	X	
Safety (tenant equipment)		X
Security – hardware (cameras, alarms)	X	
Security – monitoring	X	
WiFi/Internet		X
Phones, Computers, POS		X
Exterior		
Landscape installation/seasonal	X	
Landscape maintenance	X	
Grounds Scheduled Maintenance	X	
Grounds Unscheduled Maintenance	X	
Grounds Asset Management	X	
Snow removal	X	
Garbage & Recycling	X	
Building Envelope	X	
Graffiti Removal	X	
Lighting	X	
Electronic Sign		X

Schedule "D"
Massey Theatre and Complex Working Agreement
735 Eighth Avenue, New Westminster, British Columbia

THIS AGREEMENT dated for reference the 4th day of October 2021:

BETWEEN:

CITY OF NEW WESTMINSTER, a municipal corporation pursuant to the *Local Government Act* and having its offices at 511 Royal Avenue, New Westminster, B.C. V3L 1H9 (the "**City**")

AND:

MASSEY THEATRE SOCIETY, a society duly incorporated under the laws of the Province of British Columbia, (Society No. S-0018724) and having a place of business at 735 Eighth Avenue, in the City of New Westminster, in the Province of British Columbia V3M 2R2 (the "**Society**")

WHEREAS:

- A. The City and the Society desire to work together to deliver performing arts and broader arts and cultural programs and services for the benefits of all citizens of New Westminster;
- B. The City and the Society have entered into a Lease Agreement dated (insert date) (the "**Lease**"), and concurrently agreed to enter into this Agreement (the "**Agreement**") to define the operational roles and responsibilities of each of the parties in respect of the operation of the Massey Theatre and Complex operating on the Premises.
- C. This Agreement is structured to respond to opportunities and impacts related to capital project implementation as it develops and in support of achieving long-term sustainability.
- D. Unless otherwise defined, the defined terms used in this Agreement shall have the meanings ascribed to it in the Lease.

NOW THEREFORE, in consideration of the premises and mutual covenants herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the City and the Society (collectively the "**Parties**") hereto and hereby agree as follows:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

- (a) "**Commencement Date**" means (insert date);

- (b) **"Financial Statement"** means an annual financial statement to be provide to the City, including a balance sheet, statement of revenues and expenses, and cash flow statement detailing the activities of the Society in connection with the matters contemplated by this Agreement over the past year of the Term;
- (c) **"Shared Goals, Access and Usage"** means those matters as are described and defined in Schedule "A" of this Agreement;
- (d) **"Premises"** means the Massey Theatre and Complex and the space described in the Lease;
- (a) **"Operational Responsibilities"** means those matters as are described and defined in Schedule "B" of this Agreement and Schedule "C" of the Lease;
- (b) **"Society Fixtures and Chattels"** means the list of fixtures and chattels owned by the Society as set out on Schedule "C" attached hereto;
- (c) **"Society's Mission and Core Values"** means the Society's mission and core values as set out on the Schedule "D";
- (d) **"Society Personnel"** means its officers, directors, employees, agents, contractors, subcontractors, permittees, invitees and sub licensees;
- (e) **"Term"** means the period commencing on the Commencement Date and ending the earlier of:
 - a. (insert date); and
 - b. the date this Agreement is terminated pursuant to section 9 of this Agreement; and
- (f) **"Theatre"** means the Massey Theatre and Complex operated by the Society, and includes the Premises.

2. **Term** – For the duration of the Term, the Parties agree that each party's right, entitlements, and obligations shall be governed by this Agreement, the Lease, and any other ancillary agreements entered into by the Parties. The parties will cooperate with each other in order to achieve the Shared Society and City Goals, while discharging their respective duties and responsibilities outlined in the Schedule "B" of this Agreement and Schedule "C" of the lease, and where applicable, discharged in a manner that is consistent with the Society's Mission and Core Values.

3. **Future Negotiations** – The Parties agree to comply with section 5 of the Lease, with respect to the replacement, or renewal, extension, amendment, and/or revision of this Agreement, such that there will be a Working Agreement corresponding with the Lease for the duration of the Lease term.

4. **Insurance**

- (a) **Insurance.** The Society shall neither cancel nor approve any material change of 283

to the CGL Insurance without having first received in writing the approval of the City.

- (b) **Society - Property Insurance.** The Society shall maintain at its sole cost property insurance on the Society Fixtures and Chattels.
- (c) **Society - Additional Insurance.** In addition to the policies of insurance required to be provided under the Lease the Society shall carry Directors and Officers Liability Insurance. The Society shall obtain special event insurance in appropriate circumstances (i.e. events involving risks beyond the average level of risk associated with typical activities).

5. SPONSORSHIP AND NAMING

- (a) **Sponsorship and Naming.** The Society acknowledges to the City that the Society has no right to name all or any portion of the Theatre after individuals or organizations (excluding the seats named pursuant to a seat dedication program currently in place. Notwithstanding that, the Society and the City agree to co-develop plans for potential financial or community based opportunities related to future naming in relation to individuals or organizations.
- (b) The City agrees that the Society is entitled to pursue and promote sponsorship opportunities on its own for programming or other Society activities in the Theatre.

6. HUMAN RESOURCES

- (a) **No City Employees.** The City has no employees whose regular work place is the Theatre. The City does send certain City employees to the Theatre on occasion to perform certain discrete tasks, usually maintenance related. For greater clarity and certainty, employees of the Society are not employees of the City.
- (b) **Society's Obligations.** The Society shall be responsible for all matters involving the compensation, recruitment, hiring, training, supervising, disciplining and terminating the employment of all persons employed by the Society. The Society shall also be responsible for all matters involving the volunteers of the Society.
- (c) **Living Wage Policy.** In the case of any future amendments to the City's Living Wage Policy (the "Policy") that will impact not for profit lease holders on City property, the City and the Society will work together to develop a phased implementation plan. The plan will be initialized within 24 months, with both parties acting reasonably to implement the terms of the Policy.

- 7. **Major Decisions.** No act shall be taken, sum expended, decision made or obligation incurred by either Party with respect to a matter within the scope of any of the major decisions enumerated below (the "**Major Decisions**"), unless Approved by the Parties

or expressly delegated by the Parties in writing. The Major Decisions shall include:

- (a) any material changes to the Theatre including structural improvements and the financing of such improvements and changes;
- (b) approval of final construction and engineering contracts, specifications and drawings prior to the construction of any improvements contemplated thereby and approval of any variation or modification of same deemed substantial by the retained architect at any time during construction;
- (c) making any expenditure or incurring any obligation by or on behalf of the Parties; except for expenditures Approved by the Parties ;and
- (d) any other decision or action which by any provision of this Agreement is required to be Approved by the Parties or which materially affects the operation of the Theatre; and
- (e) **Decision Making.** All decisions of the Parties shall be made in good faith and in a timely manner. Any decision of the City may be made by _____ on behalf of the City, and any decision of the Society may be made by _____ on behalf of the Society. The respective representatives of the Parties are empowered to bind such Parties herein referred to as “**Approved by the Parties**”.

8. COMMUNICATIONS

- (a) **Liaison Committees Working Groups and Relationships.** The Parties agree to organize and implement the Liaison Committees and Working Groups described in the Lease.
- (b) **Society/City Council Communications.** The City may, at its sole discretion, appoint a City Council member to act as the liaison between Council and the Society.
- (c) **Notification of Liability.** Forthwith after becoming aware of any significant liability concerns regarding the Premises and/or the Theatre, the Society shall notify the City of the liability, and provide any further details as may be reasonably requested by the City.

9. DISPUTE RESOLUTION, EARLY TERMINATION AND RESPONSIBILITIES ON TERMINATION

- (a) **Dispute Resolution.** If a dispute arises between the Parties relating to this Agreement, or arising out of this Agreement, the Parties agree to use the procedure set out in section 35 of the Lease as a condition precedent to any party pursuing other available remedies.
- (b) **Early Termination.** This Agreement shall terminate earlier, at the same time that the Lease is terminated under the terms of the Lease, provided that the

parties comply with all obligations required of in respect of the dispute resolution process outlined in section 35 of the Lease.

- (c) **Responsibilities on Termination.** In the event of termination of this Agreement for any reason, the City and the Society agree that: (i) the parties will comply with its obligations under the Lease; and (ii) both before and after the date of termination to cooperate assist each other to effect an orderly transition and reconciliation of all matters relating to this Agreement.

10. GENERAL

- (a) **No Assignment, Subtracting or Sublicensing.** The Society shall not assign this Agreement, subcontract all or any part of this Agreement, or sublicense all or any portion of the Theatre (other than as contemplated by this Agreement) without the prior written consent of City and any attempt so to assign, subcontract or sublicense without such consent shall be null and void and of no effect.

- (b) **Further Assurances.** Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts and things as may be reasonably required to carry out the full intent and meaning of this Agreement.

- (c) **Notices.** All notices to be sent to either party hereunder shall be deemed to have been properly given or served by depositing the same in the Canadian mail, addressed to the party, postpaid, to the following respective addresses, or sent by email to the email address specified by one party to the other on request or such other addresses as the parties may in writing stipulate by way of notice to the other party and all such notices shall be deemed to have arrived at their destination if sent by mail, five (5) days after the date of mailing, and if sent by email, on the date received unless received after 5:00pm PST, in which case the notice will be deemed to be received the following day.

- (d) **Relationship Between the City and the Society.** The City and the Society agree that there is no agency, joint venture, association, partnership, or employer-employee relationship between the City and the Society. For greater certainty, the Society agrees that it shall not act or represent itself as the agent of the City in any of the Society's dealings with third parties and the City agrees that it shall not act or represent itself as the agent of the Society in any of the City's dealings with third parties. The City and the Society agree to be active and constructive in establishing and maintaining a productive relationship; this will include a requirement that the Parties be responsive to each other and communicate with each other regularly and do not knowingly engage in any act designed to mislead or deceive the other party.

- (e) **City Rights Remain Intact.** Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Society under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the Community Charter or the Local Government Act, as

amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, bylaws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Premises, including the Theatre, as if this Agreement had not been executed and delivered by the Owner and the City.

- (f) **Independent Legal Advice.** The Society acknowledges that the. Society has obtained independent legal advice in connection with the negotiation and execution of this Agreement or, having been advised to do so, has declined to obtain independent legal advice, and further acknowledges and agrees that that the Society has read, understands, and agrees to be bound by all of the terms and conditions contained herein.
- (g) **Headings.** The headings contained in this Agreement are for ease of reference only and are not intended to bind the parties in any way.
- (h) **Entire Agreement.** This Agreement approved by the City constitutes the entire agreement between the City and the Society in relation to the subject matter of this Agreement and may be amended only by written Agreement between the Parties.
- (i) **Authority.** The undersigned on behalf of the Society represents and warrants that the Society is an incorporated entity and has full power and authority to execute, deliver and perform all obligations under this Agreement.
- (j) **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.
- (k) **Governing Law.** This Agreement is to be governed by and in accordance with the laws of the Province of British Columbia, and the Parties **agree** to attorn to the jurisdiction of the courts of that Province.
- (l) **Interpretation.** Wherever the singular or masculine is used throughout this Agreement the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.
- (m) **Counterparts and delivery.** This Agreement may be executed in counterparts and delivered by electronic communication.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the day and year first above written.

CITY OF NEW WESTMINSTER,
by its authorized signatories:

Mayor Jonathan X Cote

City Clerk Jacque Killawee

MASSEY THEATRE SOCIETY,
by its authorized signatories:

Name:
Title:

Name:
Title:

Schedule “A” Shared Goals, Access and Usage

Shared Goals

The City and Society share the following overarching goals for the Massey Arts Complex and will collaborate over the term of the Agreement, through shared investment:

- To improve and sustain the physical asset and its specialized functions for the use and enjoyment of all citizens of New Westminster;
- To support the advancement of the arts and cultural sector in the City and region;
- To activate and develop the facility to its fullest potential artistically, culturally and socially

The partnership brings together the opportunities, capabilities and resources of both organizations toward achieving these goals.

Access and Use

1. The Society will establish a balance of use that accommodates community and professional arts and cultural uses, business activities, commercial rentals and internal MTS programming.
2. MTS will establish low barrier opportunities for community to access the facilities and programs.
3. The program plan will advance the mandate of the Society in alignment with the City’s arts and cultural goals.
4. A tiered rental rate structure will be established by MTS for Theatre and ancillary spaces, to include a preferred rate for New Westminster-based businesses and organizations.
5. The City will support opportunities for the Society to access additional space on the City property surrounding the lease Premises for short term and/or seasonal programming and community activation. All access and use of areas adjacent to the Premises are subject to the City’s license agreement and terms of use.

Municipal & School District Use

- An allocation of single weekday bookings will be accommodated for direct Municipal use on a cost recovery basis, to be determined on an annual basis.
- Municipal use to be coordinated through the Manager, Community Arts and Theatre
- Up to fourteen (14) single weekday annual bookings, and up to two (2) consecutive week long bookings every 2 years will be accommodated for direct School District use on a cost recovery basis.
- Municipal or School District use does not include filming or any sublet/contracted use.
- All Municipal and School District uses are subject to license agreement and terms of use.

Parking

The Parties will cooperate with each other, the School District and Moody Park Arena to ensure, to the extent that it is within their legal authorities, that there are reasonable and accessible parking facilities for users of the Massey Theatre and Complex. An amendment outlining parameters for parking, developed in consultation with all stakeholders, will be added to the Lease once agreed to.

Reporting

The Society will deliver on an annual basis the following reports regarding access and usage:

- Facility Use
- Activity Categories
- Participation
- Community Access
- Community Input and Feedback
- Grants Received

Schedule “B” Operational Responsibilities

Operational responsibilities, as outlined in Schedule “C” of the Lease, are as follows:

- MTS to fund all direct operational and organizational expenses to deliver programs and services including all direct utility servicing (the “MTS Operating Expenses”).
- City is responsible for: a) the maintenance, repair and/or replacement of the building, building envelope, grounds and major systems; and b) all expenses and costs related to the Premises and building (including expenses set out in Schedule “C” of the lease) other than the MTS Operating Expenses.

A detailed matrix is included in Schedule “C” of the Lease that further defines the various operational responsibilities.

Phased/Scaled Adjustments

For the term of the five (5) year Working Agreement, the City will contribute to utility and custodial costs as defined in this Schedule. Phased and scaled City contributions as outlined in this Schedule have been identified based on the operational impacts related to the transition and capital renewal phases that align with the life of this Working Agreement. City contributions shall be subject to approval of the City’s annual budget. Note that a reduction in City contribution may impact the ability for MTS to achieve its operational and service delivery goals.

Custodial

The City will contribute funds to support custodial costs as follows:

- Year 1 – 100% to a maximum of \$80,000
- Year 2 – 100% to a maximum of \$80,000
- Year 3 – 75% to a maximum of \$60,000
- Year 4 – 75% to a maximum of \$60,000
- Year 5 – 50% to a maximum of \$40,000

Utilities

The City will contribute funds to support utility costs as follows:

- Year 1 – 100% of utility costs
- Year 2 – 100% of utility costs
- Year 3 – 100% of utility costs

A defined cost sharing for Year 4 and Year 5 will be negotiated in Year 3 for the balance of the Working Agreement based on real costs and the trajectory of the capital renewal implementation, and such good faith negotiations will specifically consider the not-for-profit status of MTS.

Note that for the purposes of the operational support outlined in this Schedule, a year is defined as (insert date range).

IT Infrastructure and Services

The City will provide existing IT service levels equal to services provided at other City sites through the transition and renewal phases and when independent network service is not feasible due to construction or planned site outages.

Schedule "C"
Society's Fixtures and Chattels

The City and the Society agree and acknowledge that the fixtures and chattels set out in this Schedule "C" are exclusively owned by the Society, and will continue to be owned by the Society regardless of whether or not such fixtures and chattels are affixed, installed, or otherwise attached to the Premises. At any time during or at the expiration of the term of the Lease and/or the Working Agreement, the parties agree that the Society is entitled to, but not required to, remove and/or replace any and all fixtures and chattels that are owned by the Society, including without limitation, those set out in this Schedule "C" in the sole discretion of the Society.

Ticket Centre Assets (not comprehensive)
ticketing equipment and software
office equipment, computers, monitors, servers
payment processing equipment
furniture and mounts
Administrative Assets (not comprehensive)
office printers
phone system
office equipment, computers, monitors, servers
payment processing equipment
booking software
office furniture
Theatre Assets (not comprehensive)
a/v lighting
rack mount server
theatre lighting inventory
theatre audio inventory
theatre drapery and hardware
projectors, screens, mounts, racks, switcher and lenses
audio recording inventory
video recording inventory
stacking chairs (75), stacking dollies/duty
wireless mic's receiver & infrastructure
Hazer
digital mixing console
theatre accessible seating (not fixed)
music library
ultrastage 4x8 frames w/ wheels (for stage decks)
scenery and props
clear com system in theatre
chauvet follow spots x 2
booster seats
stage piano/stands/mics

grand piano
miscellaneous instruments
roland keyboard
wardrobe racks
Ladders
handy Herman lift
Gallery Concession Assets (not comprehensive)
gallery sound system
gallery projector and screen
payment processing equipment
concession equipment
espresso machine
ice maker
gallery furnishings
gallery hanging equipment
Piano
fridge, freezer
Linens
portable bars
Radio System – FOH
8 analogue output dante (sound equip)
stage monitors
hearing assist system
Scene Shop Tools and Equipment
washer/dryer
General Assets (not comprehensive)
plexi barriers; face shields; decals for theatre & box office
gallery track lighting
wall mount wireless access/network boosters
portable air conditioners
flat screen televisions
board room blinds
Chairs
tables (round)
tables (folding)
lobby video monitors (2)
white boards
garbage and recycling receptacles
miscellaneous shelving and cabinets
Dishwasher
water coolers
electronic sign board and sign structure

Schedule “D” Society Mission and Core Values

Vision/Mission

Massey Theatre Society is a catalyst for an expressive community and a stage where any dream is possible.

The Facilities will be:

1. A performance centre showcasing excellence and celebrating community achievement
2. An arts centre supporting self-expression, personal development and artistic collaboration
3. An inclusive community hub for connection, engagement and wellness
4. A prized gathering place contributing to sense of place, dialogue, information sharing and hosting the world

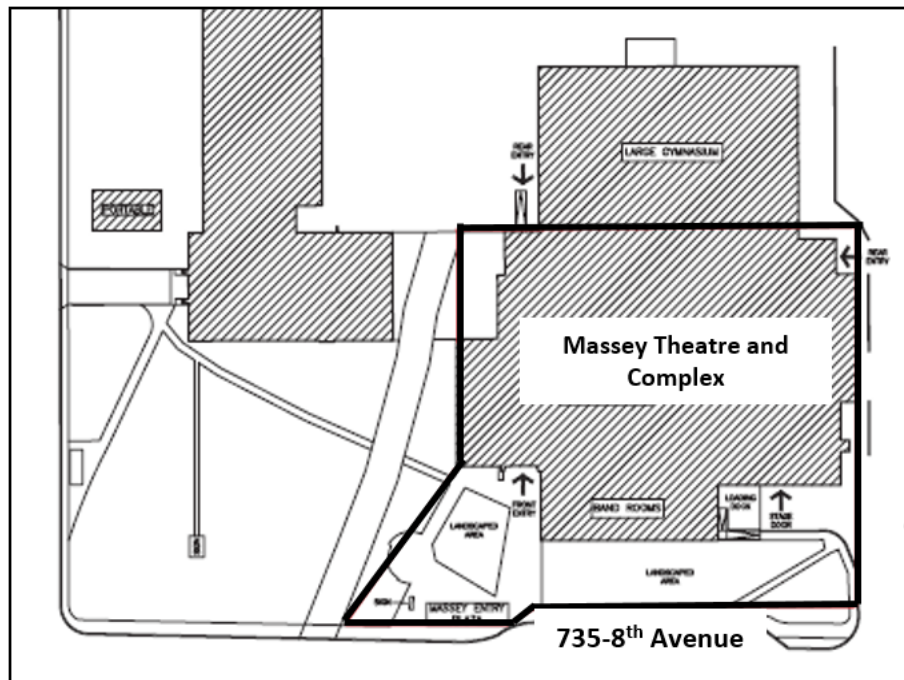
The Facilities will contribute to community life, to advancing the performing artists and to local organizations and businesses. Programs and operations will be sustainable, responsive, ever evolving and dynamic.

Attachment #2 Notice of Intent

NOTICE OF DISPOSITION OF LAND

Massey Theatre Society Lease of the Massey Theatre and Complex located at 735 Eighth Street

Pursuant to Section 26(3) of the *Community Charter* and in accordance with Section 94, the Corporation of the City of New Westminster hereby gives notice of its intention, once the property is transferred to the City, to lease to Massey Theatre Society a portion of the property located at 735 Eighth Street. The lease will be for the purpose of operating a performing arts theatre and complex. The term of the lease will be twenty-five (25) years. The Lessee will pay \$1.00 annually as part of the Lease, and is responsible for direct operational and organizational expenses to deliver programs and services.



For more information regarding the lease, please contact Manager of Community Arts and Theatre Todd Ayotte at 604-515-3822 or tayotte@newwestcity.ca.

Jacque Killawee
City Clerk

REPORT

Finance

To: Mayor Cote and Members of Council **Date:** October 4, 2021

From: Harji Varn **File:** 1929259
CFO/Director of Finance

Item : 2021-399

Subject: **Permissive Property Tax Exempt Properties for 2022 – Review of Application Result**

RECOMMENDATION

THAT Council approve the proposed Taxation Exemption list and forward the Permissive Tax Exemption Bylaw No. 8280, 2021 (Attachment A) for three readings.

PURPOSE

To seek Council's approval of the 2021 permissive tax exemption (PTE) applications to be considered in the 2021 Permissive Property Tax Exemption Bylaw. The permissive exemption is for the 2022 year.

SUMMARY

Section 224 of the Community Charter allows Council, on or before October 31 of each year, to adopt a bylaw to exempt from property taxation, for a period not longer than ten years, the land, improvements or both owned and used for various specified purposes. In previous years, City of New Westminster Council has provided permissive tax exemptions for the following land and/or improvements:

1. Surrounding an exempt property
2. Used or occupied by a hospital and independent schools
3. Used or occupied by a home for elderly citizens constructed with the assistance of aid granted by the Province under the *Housing Construction (Elderly Citizens) Act* before its repeal
4. Used for charitable or philanthropic purposes
5. Owned or held by an athletic or service club for public service purposes

The City’s Property Taxation Permissive Exemption Policy strives to ensure a balance between approving permissive property tax exemption and the need to preserve the property tax revenue base. The City’s general position is not to award new permissive tax exemptions, but each application is reviewed on a case by case basis and in some instances tax exemptions have been approved. Consideration for permissive tax exemption is generally limited to organizations such as places of public worship, hospitals and independent schools, etc. that are already statutorily exempt from the Province for their building and for the land on which the building resides. Based on policy and past practice, application for permissive tax exemption by other not-for-profit organizations are not approved by Council as most are referred to the City’s grant programs.

The Community Charter requires the City to provide notice of permissive exemptions proposed by Council in the local newspaper, published once each week, for two consecutive weeks. The notice must include a list of the properties being permissively exempted and an estimate of the amount of property taxes that would have been imposed if the exemption had not been approved by Council. Permissive exemptions of property used for public worship, under section 224(2)(f), and seniors’ homes, hospitals and independent schools, under section 224(2)(h), are excluded from this requirement. Advertisements are scheduled to be published in the New Westminster Record in October 2021.

BACKGROUND

Since 1996, properties that qualify for a permissive tax exemption have been required to submit an application each year for continued tax exemption.

EXISTING POLICY AND PRACTICE

On an annual basis, existing PTE applicants are notified by email of the application process and deadline date. During this period, new applicants that contact the City are also provided with the same information that is on the City website.

Corporate Policy Document: Property Taxation Permissive Exemption Policy
Document 316477 version 1

ANALYSIS

Application Results

Letters were emailed to current recipients of permissive tax exemptions and applicants were advised to download the application form from the City’s website and complete and submit the applications by no later than August 16, 2021.

The following provides a summary of the applications received and any significant changes from last year’s taxation exemption and Exempt Properties Bylaw No. 8220, 2020:

Section 224(2)(f) in relation to property that is exempt under section 220(a)(h)[buildings for public worship]

- Thirty-one applications per Attachment A. Note some of the applications contain more than one parcel of land (e.g. parking lots/ancillary buildings close to primary parcel containing improvements for place of public worship)

Section 224(2)(g) land or improvements used or occupied by a religious organization for the purpose of public worship

- Two applications per Attachment A. Only the space occupied will be exempt from taxes.

Section 224(2)(k) land or improvements for which a grant has been made, after March 31, 1974 under the Housing Construction (Elderly Citizens) Act

- Three applications per Attachment A

Section 224 (2)(h) in relation to property that is exempt under section 220(l)(i)[seniors’ homes] or (j) [hospitals], any area of land surrounding the exempt building; and (h.1) in relation to land or improvements, or both, exempt under section 220(1)(1) [independent schools], any area of land surround the exempt land or improvements;

- Two applications relating to seniors’ homes and hospitals as included in Attachment A.

Section 224(2)(b) land or improvements that are owned or held by municipality, regional district or local authority and council considers are used for the purpose of the local authority.

- Eight applications that are 100% exempt per Attachment A
- One application that is 75% exempt (Royal City Curling Club) per Attachment A

Section 224(2)(a) land or improvements that are owned or held by a charitable, philanthropic or other not for profit corporation, and the council considers are used for a purpose that is directly related to the purposes of the corporation

- Five applications per Attachment A

New Applications

All new applications are being presented to Council for consideration. The following provides a brief synopsis of each new application. The applicable section of the Community Charter and an estimate of the 2022 tax levy is provided, assuming a modest tax increase. A detailed analysis of each of the new applications is provided in Attachment B.

Six new applications have been received for 2022 for tax exemption under section 224. Of the six new applications, it is be noted that two applications were not required as the properties receive statutory exemptions and no permissive exemption is required.

Section 224(2)(a) – Not for Profit: Land or improvements that are owned or held by a charitable, or philanthropic or other not for profit corporation and Council considers are used for a purpose that is directly related to the purposes of the Corporation

New applications under this subsection of the Community Charter are generally not supported by Council, consistent with Council’s policy of (with few exceptions) not approving such applications for permissive exemption. The properties are **NOT** included in the attached bylaw. If Council chooses to extend a permissive property tax exemption to any of these properties, the bylaw attached to this report will need to be amended.

1. Community Living Society
 Folio: 03702000 Civic: 514 Garfield St Total: \$4,468

2. Metro Vancouver Regional District
 Folio: 01079000 Civic: 1041 Royal Ave
 Folio: 01081000 Civic: 1049 Royal Ave
 Folio: 01096000 Civic: 1049 Quebec St
 Total: \$41,299

3. The Lower Mainland Purpose Society for Youth and Families

Folio: 00354000 Civic: 40 Begbie St Total: \$26,522

4. The Lower Mainland Purpose Society for Youth and Families
Folio: 00260000 Civic: 502 Columbia St Total: \$34,819

Two additional applications were received from the Fraser Health Authority. In follow-up with the applicant it was learned that the applications were not required as the properties receive statutory exemptions for the areas occupied by the Fraser Health Authority.

FINANCIAL IMPLICATIONS

Permissive tax exemptions have generally been provided to properties that are statutorily exempt. There are few other pre-existing charitable, philanthropic or other not-for profit properties that continue to receive the permissive tax exemptions.

OPTIONS

Council may choose one of the following:

- Option 1: that Council approve the proposed Taxation Exemption list forward the Permissive Tax Exemption Bylaw No. 8280, 2021 (Attachment A) for three readings, or
- Option 2: that Council provides staff with direction to amend the proposed Taxation Exemption and Exempt Properties Bylaw.

Staff recommends Option 1.

CONCLUSION

In New Westminster, the Property Taxation Exemption Policy has been employed since the mid-1990's. Permissive tax exemptions are of significance mainly to places of worship, seniors homes and hospitals, independent schools and pre-existing charitable, philanthropic or other not-for profit properties. The range of community contribution varies widely amongst these properties in the survey of the permissive tax exemptions.

ATTACHMENTS

Attachment A – Permissive Tax Exemption Bylaw No. 8280, 2021.

Attachment B – Detailed Analysis of New Permissive Exemption Applications for 2022

This report was prepared by: Parissa K. Bhullar, CPA, CGA (Manager, Revenue and Collections)

This report was approved by:

Harji Varn
CFO/Director of Finance

Lisa Spitale
Chief Administrative Officer

Attachment A

*Permissive Tax Exemption Bylaw No. 8280,
2021*

CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 8280, 2021

A Bylaw to authorize the exemption from
taxation of certain lands and premises

WHEREAS BY Section 224 of the Community Charter the Council of a Municipality may exempt from taxation certain land or improvements as determined by Council should be so exempted to the extend, for the period and subject to the conditions provided by bylaw;

THE CITY COUNCIL of the Corporation of the City of New Westminster ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "PERMISSIVE TAX EXEMPTION BYLAW NO. 8280, 2021".
2. All those lands and premises more particularly known and described in the list of properties appearing as Attachment "A" to this bylaw are exempt from taxation for the succeeding year pursuant to the provisions of Section 224 of the Community Charter.

GIVEN FIRST READING this day of 2021

GIVEN SECOND READING this day of 2021

GIVEN THIRD READING this day of 2021

ADOPTED and the seal of the Corporation of the City of New Westminster affixed
this day of , 2021

MAYOR JONATHAN COTE

JACQUE KILLAWEE CITY CLERK

Attachment A

Section 224 (2)(f) – Owned and Occupied for the purpose of Public Worship
(TOTAL EXEMPTION)

	<u>ROLL #</u>	<u>OWNER</u>	<u>LEGAL</u>	<u>CIVIC ADDRESS</u>
1.	00444000	Holy Trinity Romanian Orthodox Parish Society	Lot D NWD PI EPP48991 PID 029-589-941	220 Carnarvon St
2a.	00648001	Emmanuel Pentecostal Church of New Westminster	Lot A (Z129828) Blk.26 PI.2620 PID 004-513-801 (800 sq.ft. living quarters taxable)	321 Carnarvon St
2b.	00419001	Emmanuel Pentecostal Church of New Westminster – New Church Hall	Lot 1 Blk. 16 PI.LMS2926	335 Carnarvon St
3.	00424000	Word Christian Community Church	Lot E Blk. 16 PI. 9562	336 Agnes St
4.	00734000	The Roman Catholic Archbishop of Vancouver – St. Peter’s Church	Lots A, Blk.31 PI.3142	330 Royal Ave
5a.	01124000	Columbia Congregation of Jehovah’s Witnesses	Lot 3 of Lot 15 Blk.36 PI.2620	126 – Tenth St (parking lot)
5b.	01125000	Columbia Congregation of Jehovah’s Witnesses	Lot 4 of Lot 15 Blk.36 PI.2620	120 – Tenth St
6.	01288000	Holy Trinity Parish of New Westminster BC	Pcl. 1 Victoria Gardens Ref. PL. 74708 PID 008-186-430	514 Carnarvon St
7.	01411000	Trustees Congregation of Queen’s Avenue United Church of Canada	Lot “D” Blk. “H” St. George’s Square PI. 17922 (650 sq ft. living quarters taxable)	513 Queen’s Ave
8.	03307000	The Parish of St. Mary the Virgin	Lot 21 Sub. Blk. 3 PI.4606 PID 011-110-473	121 E. Columbia St
9.	03472001	Sapperton Baptist Church	Lot 127 Sub. Blk.3 PI.51113 PID 004-900-065	322 Hospital St
10.	03575000	Trustees of the Congregation of Knox Presbyterian Church	Lot A SB3 PI.85177 GP1. PID 015-949-613	403 E Columbia St

City of New Westminster

	<u>ROLL #</u>	<u>OWNER</u>	<u>LEGAL</u>	<u>CIVIC ADDRESS</u>
11.	03680000	The Roman Catholic Archbishop of Vancouver – Sts. Cyril & Methodius Church	Lots 1/2/3/4 of Blk 2 Sub. Blk.3 Pl.3984 (580 sq ft Manse only taxable)	472 E Eighth Ave
12.	03724000	Gospel Church in Christ	Lot “M” Sub. Blk.3 Pl. 18045 PID 010-346-490	520 McDonald St
13.	05476000	Olivet Baptist Church	Pcl A Sub. Blk.5 Pl.33098 (819 sq. ft. living quarters taxable)	613 Queen’s Ave
14.	06128000	Trustees of the Congregation of the First Presbyterian Church	Lots 9/10 of Lots 8/9/35/36/37/38 Sub. Blk.6 Pl.2620	616 Fourth Ave
15.	06156000	The Governing Council of the Salvation Army Canada	Lots 32/33 of Lots 8/9/35-38 Sub. Blk.6 Pl.2620	325 Sixth St
16.	06191000	Burnaby Apostolic Christian Church	Lot 16 of Lot 10 & E.1/2 of Lot 11 Sub Blk.6 Pl.2620	316 Seventh St
17a.	06207000	Ukrainian Orthodox Church of St. Peter & Paul	LT 1, NWD, PL NWP3958 LOT 1, NEW WEST DISTRICT, PLAN NWP3958 SUBURBAN BLOCK 6, GROUP 1 (900 sq. ft residence taxable)	302 Eighth St
17b.	06208000	Ukrainian Orthodox Church of St. Peter & Paul AND Hohite Semay St Marie	Lot 2 Sub Blk.6 Pl3958 PID 002-219-557	304 Eighth St
18.	06420000	Trustees of New Westminster Congregation Free Methodist Church in Canada	Lot 17 Sub.Blk.6 Pl37978 Ex. Plan 38812 (1600 sq.ft. Manse taxable)	320–330 Eighth St
19.	06755000	The Ukrainian Catholic Eparchy of New Westminster	Lots 5/6/7 of Lot 6 Sub. Blk.7 Pl.2620	501 Fourth Ave
20.	06866000	Vancouver Japanese Gospel Church	Lot 21 of Lots 12/13/20/21 Sub. Blk.7 Pl.2620	425 Eleventh St
21a.	06879000	The Parish of St. Barnabas (Church)	Lot “A” (Z205283 of Lots 12/13/20/21 Sub. Blk.7 Pl.2620 PID 005-293-839 (3284 sq.ft. Manse taxable)	1002 Fifth Ave
21b.	06881000	The Parish of St. Barnabas (Hall)	Lot 33 of Lots 12/13/20/21 Sub. Blk.7 Pl.2620	1010 Fifth Ave

City of New Westminster

	<u>ROLL #</u>	<u>OWNER</u>	<u>LEGAL</u>	<u>CIVIC ADDRESS</u>
22.	09204000	The Trustees of St. Aiden's Presbyterian Church	Lots 23 & 24 of Lot 10 Sub. Blk. 11 PI.2620 (2300 sq.ft. Manse taxable)	1316 Seventh Ave
23.	09778000	Unity in Action	Lot 10 Sub. Blk.12 PI.5153	1636 Edinburgh St
24.	10145000	The Image of God Church	Lot 32 of Lot 1 of Lot 13 Sub. Blk. 12 PI.2620 PID 013-483-617	925 Tenth St
25a.	10884000	Mount Calvary Evangelical Lutheran Church of New Westminster	Lot "A" Sub. Blk.13 PI.18173 (1620 sq.ft. Manse taxable) PID 004-757-173	701 Sixth Street
25b.	10886000	Mount Calvary Evangelical Lutheran Church of New Westminster	Lot 34 of Lot 15 SB13 Plan 39977 PID 001-497-588	511 Seventh Ave (parking lot)
26.	11003000	First Church of Christ Scientist of New Westminster BC	Lot 21 Sub. Blk. 13 PI.36862	633 Eighth St
27.	11174000	Mt. Zion Lutheran Church of New Westminster	Parcel B SB14 PI.71817 PID 004-168-721	930 Cumberland St
28.	12884000	The Roman Catholic Archbishop of Vancouver – Holy Spirit Church	Lot A of Blk.21 of Lot 757 G.P.1 PI.2620 (2640 sq.ft. Manse taxable)	244 Lawrence St
29a.	13294000	The Khalsa Diwan Society	Pcl. 1 Blk.27 PI.LMP12733 DL 757 Grp.1 PID 018-496-598 (250 sq. ft. living quarters taxable)	347 Wood Street
29b.	13300001	The Khalsa Diwan Society	Lot 98, Blk 27 NWD PL NWP2620 DL 757 & 758	331 Wood Street (parking area)
29c.	13299000	The Khalsa Diwan Society	Lot 96, Blk 27 NWD PL NWP2620 DL 757	335 Wood Street (parking area)
29d.	13300000	The Khalsa Diwan Society	Lot 97, Blk 27 NWD PL NWP2620 DL 757	333 Wood Street (parking area)
29e.	13314001	The Khalsa Diwan Society	Lot 1, DL 757 NWD, PL LMP1695	348 Wood Street (vacant land)

City of New Westminster

	<u>ROLL #</u>	<u>OWNER</u>	<u>LEGAL</u>	<u>CIVIC ADDRESS</u>
29f.	13278000	The Khalsa Diwan Society	Lot 75 BL 27 DL 757 PL NWP2620	334 Boyne Street (parking area)
29g.	13280000	The Khalsa Diwan Society	Lot 77 BL 27 DL 757 PL NWP2620	338 Boyne Street (parking area)
29h.	13279000	The Khalsa Diwan Society	Lot 76 BL 27 DL 757 PL NWP2620	336 Boyne Street (parking area)
30a.	15475002	Trustees Congregation Connaught Heights Pentecostal Assembly	Lot 63 D.L. 172 G.P.1 PI.59349 PID 005-742-846	2201 Eighth Ave
30b.	15570001	Trustees Congregation Connaught Heights Pentecostal Assembly	Pcl. "A" D.L. 172 Group 1 EX PI.61292 PID 002-744-406	2201 Edinburgh St. (parking lot)
31.	06154000	Seventh-day Adventist Church BC Conference	Lot30, NWD, Plan NWP2620 Suburban Block 6, of lots 8, 9 & 35 to 38.	333 Sixth St

Section 224(2)(g) – Used or occupied by a church as tenant for the purpose of public worship
(TOTAL EXEMPTION)

1.	07811000	Gheorghe and Fancia Serban (St. Gheorghe Romanian Orthodox Church)	Lot 14 Sub. Blk. 9 PI.2531	1932 Eighth Ave
2.	11831000	Thornebridge Gardens Holdings (Royal City Christian Centre portion only – registered 99 year lease)	Lot A PI.16995 D.L. 2056 (250 Sq Ft. living quarters taxable)	601 Eighth Ave

Section 224(2)(h) – Homes for elderly citizens constructed with assistance of aid granted by the Province
after
January 1, 1947 and before March 31, 1974
(TOTAL EXEMPTION)

1.	06417000	Free Methodist Church Senior Citizen Home Society	Lot 16 Sub Blk.6 PI.28109 PID 008-937-079	815 Kennedy St
2.	11111000	New Westminster Rotary Senior Citizen's Home Society	Lot 7 Sub Blk.14 PI.36206 Subsidy Lot A	25 Clute St

3.	15474000	Connaught Heights Pentecostal Villa Society	Lot "A" Blk.12 D.L.172 G.P.1. PI.2974	2222 Edinburgh St
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Section 224(2)(h) – Hospitals and Private Schools
(TOTAL EXEMPTION)

1a.	01612001	BC Buildings Corp (Queen's Park Hospital Society - Queen's Park Hospital)	Lt. 3 DL115, GP1, Plan BCP8786 PID 025-813-901	315 McBride Blvd
1b.	01612002	Fraser Health Authority (Administration building for Queens Park Hospital)	Lt. C DL115 GP.1 PI LMP 8439	33 Blackberry Dr

Section 224(2)(b) – Land or improvements owned by the municipality and used for a purpose of the
municipality (TOTAL EXEMPTION)

1.	05873100	513 Hornet Royal Canadian Air Cadet Squadron – located on a portion of Queens Park		
2.	09206100	New Westminster Lawn Bowling Club – located on a portion of Moody Park		
3.	00853100	New Westminster Tennis Club – located on a portion of Tipperary Park		
4.	05873150	Vagabond Players – located on a portion of Queens Park		
5.	09206101	New Westminster Amateur Radio Club – located on portion of Moody Park		
6.	05873103	Arts Council of New Westminster – located on portion of Queen's Park		
7.	05873102	Queen's Park Preschool Society – located on portion of Queen's Park		
8.	05090000	Greater Vancouver Water District – Tennis Courts, leased portion of GVRD Reservoir.		

Section 224(2)(b) – Land or improvements owned by the municipality and
used for the purpose of the municipality (75% EXEMPTION)

1.	04317000	Royal City Curling Club	Lot 87 SB. 4 & 13 PI.28208	75 E Sixth Ave
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Section 224(2)(a) – Used for Charitable or Philanthropic purposes
(TOTAL EXEMPTION)

1.	01051000	Kinsight Community Living	Lot 31 Blk. 36 Pl.57988 PID 005-665-850	811 Royal Avenue
2.	03466000	Sapperton Old Age Pensioners Association	Pcl. "A" Lots 8/9 Sub. Blk.3 Ex. Pl.9528 Pl.2620	318 Keary Street
3.	01613501	Kolumbia Inn Daycare Society daycare portion - lessee	Lt B, DL115, Gp. 1, Pl BCP25520 – leased portion of folio 01613501	236 Ross Drive
4.	00111100	The Fraser River Discovery Centre	Pl.LMP29059 Pcl A Airspace, DL3979 & 3982, that portion occupied by Discovery Centre	788 Quayside Drive
5.	01441001	Honour House Society	Blk H, Pcl C St. George's Square, Plan 2620	509 St. George Street

Attachment B

Detailed Analysis of New Permissive Tax Exemption Applications for 2022

Detailed Analysis of New Permissive Exemption Applications for 2022

1. Community Living Society

Folio: 03702000 Civic: 514 Garfield St

The applicant provides residential/vocational housing for adults with developmental disabilities. Two supported individuals reside at the location and receive care 24/7. Community Living Society acquired the property in October 2010 and has been paying annual property taxes since then.

Per Council policy, Council will consider applications on an individual basis but will generally not support any application for permissive exemption from not-for-profit groups in order to preserve the City's property tax revenue base. In this case, it is recommended that Community Living Society be directed to the City's grant programs to seek potential financial assistance.

This property is **NOT** included in the attached bylaw. The information in terms of tax impact is provided for information only and to assist Community Living Society of financial impact to seek grant funding.

Estimate of permissive property tax exemption:

Est. municipal tax levy	\$2,836
Est. tax levies collected on behalf of other authorities	<u>1,632</u>
Total Estimated 2022 taxes	\$4,468

2. Metro Vancouver Regional District

- a. Folio: 01079000 Civic: 1041 Royal Ave
- b. Folio: 01081000 Civic: 1049 Royal Ave
- c. Folio: 01096000 Civic: 1049 Quebec St

Metro Vancouver Regional District is leasing land from a private corporation for the use as construction space for the Annacis Water Supply Tunnel. The Annacis Water Supply is one of five tunnel crossings in the region being built to withstand a major earthquake. Once complete, the tunnel will be connected to the region's drinking water system and will ensure the continued, reliable delivery of clean, safe drinking water in a growing metro region. The location is deep under the Fraser River, between the City of New Westminster and the City of Surrey.

The construction space is being leased for the Annacis Water Supply Tunnel (exit shaft). Equipment is stored on site. Metro Vancouver Regional District is a leaseholder of the 3 sites that are privately owned and taxes are levied annually.

The application does not meet the terms of the current Property Tax Permissive Exemption Policy and as such is **NOT** included in the attached bylaw.

Estimate of permissive property tax exemption:	
Est. municipal tax levy	\$27,381
Est. tax levies collected on behalf of other authorities	<u>13,918</u>
Total Estimated 2022 taxes	\$41,299

3. Lower Mainland Purpose Society for Youth and Families
Folio: 00354000 Civic: 40 Begbie St

The Lower Mainland Purposes Society for Youth and Families has operated The Purpose Independent School at 40 Begbie St for many years. Independent schools are statutorily exempt by the Province so long as the ownership and use of the property is by the independent school. In March 2021, the Independent School operations were moved to 502 Columbia St.

As a result of the Purpose Independent School moving to a larger location the space at 40 Begie St now has alternate uses. The building now houses medical clinics, family programs, youth services, New Westminster Rent Bank, Housing Support Program, a harm reduction distribution program, and a major food bank.

Per Council policy, Council will consider applications on an individual basis but will generally not support any application for permissive exemption from not-for-profit groups in order to preserve the City's property tax revenue base. In this case, it is recommended that Lower Mainland Purpose Society be directed to the City's grant programs to seek potential financial assistance.

This property is **NOT** included in the attached bylaw. The information in terms of tax impact is provided for information only and to assist Lower Mainland Purpose Society for Youth and Families of financial impact to seek grant funding.

Estimate of permissive property tax exemption:	
Est. municipal tax levy	\$17,584
Est. tax levies collected on behalf of other authorities	<u>8,938</u>
Total Estimated 2022 taxes	\$26,522

4. Lower Mainland Purpose Society for Youth and Families
Folio: 00260000 Civic: 502 Columbia St

The Lower Mainland Purposes Society for Youth and Families has operated The Purpose Independent School at 40 Begbie St for many years. Independent schools are statutorily exempt by the Province so long as the ownership is by the School and use of the property is for the operations of an independent school.

In March 2021, the Independent School operations were moved to 502 Columbia St. The site is leased from a private corporation. There are four floors in the building, but only one floor (25% of space) that is used for school operations.

BC Assessment staff has confirmed that a statutory exemption for independent school is required before a permissive tax exemption can be granted. As there will be no statutory exemption for the School (ownership not by the school), a permissive exemption cannot be granted on this property.

Per Council policy, Council will consider applications on an individual basis but will generally not support any application for permissive exemption from not-for-profit groups in order to preserve the City's property tax revenue base. In this case, it is recommended that Lower Mainland Purpose Society be directed to the City's grant programs to seek potential financial assistance if deemed eligible.

This property is **NOT** included in the attached bylaw. The information in terms of tax impact is provided for information only and to assist Lower Mainland Purpose Society for Youth and Families of financial impact to seek grant funding.

Estimate of permissive property tax exemption at 25% occupancy (1 of 4 floors):	
Est. municipal tax levy	\$23,085
Est. tax levies collected on behalf of other authorities	<u>11,734</u>
Total Estimated 2022 taxes	\$34,819

5. Fraser Health Authority

Folio: 02704000

Civic: 330 East Columbia St

Fraser Health Authority submitted a permissive tax exemption for the Royal Columbia Hospital site. Public hospitals receive a statutory exemption from the Province and no application is required.

The applicant has been advised and understands that the application was made in error and not necessary.

6. Fraser Health Authority

Folio: 0163501

Civic: 230 Ross Drive

Fraser Health Authority submitted a permissive tax exemption for 232-234 Ross Drive (civic is 230 Ross Drive). The Fraser Health Authority operates a health care clinic and provides adult care programs. The public health care clinic is statutorily exempt.

In terms of the two occupiers, the Good Samaritan Canada portion that operates assisted living suites remains taxable. The Kolumbia Inn Daycare Society applies annually to seek a permissive exemption for the site occupied by the daycare site under section 224(2)(a).

The applicant has been advised and understands that the application was made in error and not necessary.



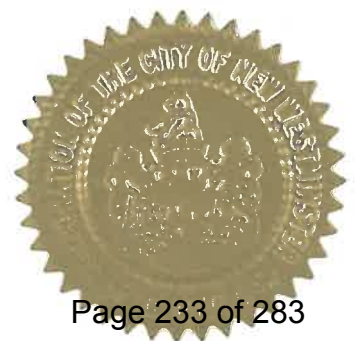
P R O C L A M A T I O N

CITY OF NEW WESTMINSTER

**Energy Efficiency Day
October 6, 2021**

- WHEREAS** energy efficiency is an abundant, clean, and low-cost way to meet the City of New Westminster's energy needs to avoid pollution, improve comfort and health, while reducing energy bills for residents and businesses in our community; and
- WHEREAS** implementing energy efficiency and other clean energy policies and programs can help boost economic opportunities and job creation while continuing to move the City of New Westminster toward a sustainable future; and
- WHEREAS** smarter energy use reduces the amount of energy needed to power our lives, which helps avoid power plant emissions that can harm our health, pollute our air, and warm our climate; and
- WHEREAS** for municipalities and provinces or territories like ours that are trying to tackle harmful pollution, energy efficiency can get us closer to our emissions reduction goals; and
- WHEREAS** energy efficiency makes our homes and workspaces healthier, safer, and more comfortable; and
- WHEREAS** building energy codes can significantly improve occupant health and comfort, create new jobs, and reduce utility costs and emissions, and the City of New Westminster supports increasing the minimum levels of efficiency for new and existing buildings through adoption of stringent model building codes; and
- WHEREAS** a nationwide network of energy efficiency groups and partners has designated the first Wednesday in October as national Energy Efficiency Day; and
- WHEREAS** together we can continue to contribute to our sustainability efforts by learning more about energy efficiency and practicing smarter energy use in our daily lives; and
- WHEREAS** We urge citizens to join us in supporting our clean energy goals and moving toward more energy efficiency now and in the future.
- NOW
THEREFORE** I, Jonathan Coté, Mayor of the City of New Westminster do hereby proclaim **October 6, 2021** as **Energy Efficiency Day**, in the City of New Westminster, Province of British Columbia.

Jonathan Coté
MAYOR





P R O C L A M A T I O N

CITY OF NEW WESTMINSTER

HOMELESSNESS ACTION WEEK
October 10 – 16, 2021

WHEREAS Homelessness Action Week has been recognized in many municipalities in the Province of British Columbia for over a decade; and

WHEREAS The City of New Westminster is committed to addressing local homelessness issues as reflected in the current development of a *Homelessness Needs Assessment* which will inform a new *Homelessness Action Strategy* for the City of New Westminster; and

WHEREAS Covid -19 has had an enormous impact on those who are homeless and has emphasized the need for more housing supports and a wide variety of interconnected support services. It has also placed many in our community more at risk of homelessness than ever before because of its financial impact; and

WHEREAS Homelessness Action Week, while it will look much different this year because of COVID-19, does still provide an opportunity to:

- Build local community support for solutions to homelessness by raising public awareness, decreasing stigma and increasing understanding of homelessness; and,
- Engage local organizations who support those who are homeless or at risk.
- Support increased access to programs, services, and basic needs items; and,
- Develop important social connections.

NOW, THEREFORE I, Jonathan Coté, Mayor of the City of New Westminster do hereby proclaim the week of October 10 – 16, 2021 as

Homelessness Action Week

In the City of New Westminster, Province of British Columbia.

Jonathan X. Cote
MAYOR





P R O C L A M A T I O N

CITY OF NEW WESTMINSTER

WORLD FOOD DAY
October 16, 2021

WHEREAS The City of New Westminster is committed to addressing community food security issues as expressed through its acceptance of, and commitment to, the *New Westminster Community Food Security Action Plan*; its commitment to supporting our most vulnerable as we felt the impact of COVID-19; its acknowledgment of the need to address poverty through the development and activation of the *New Westminster Community Poverty Reduction Plan*; and, its commitment to the development of a *Comprehensive Food Strategy*, an action item of the *Environmental Strategy and Action Plan*.

WHEREAS The City of New Westminster recognizes, as expressed in the OCP, the need to take a multi-pronged approach to address community food security

WHEREAS World Food Day, October 16, was established in 1981 to spread awareness about world hunger, poverty, and to inspire change and is celebrated in 150 countries worldwide.

WHEREAS This year's World Food Day theme: *Our Actions are our Future* hopes to inspire governments, communities, and individuals to support food security and nutrition for all, without compromising the economic, social and environmental bases for generations to come.

And reflects the City of New Westminster's commitment to address food insecurity and environmental sustainability while ensuring that we as a community not only recover from the impact of COVID-19, but that our new normal is a step towards real Community Food Security.

NOW THEREFORE I, Jonathan Coté, Mayor of the City of New Westminster do hereby proclaim October 16, 2021

World Food Day

In the City of New Westminster, Province of British Columbia.

Jonathan Coté
MAYOR



MEMORANDUM

Legislative Services

To: Mayor and Council **Date:** October 4, 2021
From: Jacque Killawee **File:** 05.1035.10
City Clerk
Subject: Release of Resolution from Closed meeting regarding 97
Braid Street (Sapperton Green)

On Council's direction, the following Closed resolution is released to the public:

THAT Council direct staff to discontinue to advance processing of the Official Community Plan and Zoning Amendment applications for 97 Braid Street (Sapperton Green) until such a time as it is determined when the proposed community centre with child care will be delivered to the community, should the development applications be approved.

Approved by:
Jacque Killawee, City Clerk
Lisa Spitale, Chief Administrative Officer

**CORPORATION OF THE CITY OF NEW WESTMINSTER
BYLAW NO. 8276, 2021**

A Bylaw to Amend Council Procedure Bylaw No. 6910, 2004

The Council of The Corporation of the City of New Westminster in open meeting assembled ENACTS AS FOLLOWS:

Citation

1. This Bylaw may be cited for all purposes as "Council Procedure Bylaw Amendment Bylaw No. 8276, 2021."

Amendments

2. Council Procedure Bylaw No. 6910, 2004 is amended by:

- a. Amending section 2 by inserting the following definitions into the existing list in alphabetic order:

"Advisory Committee" refers to a body established under section 142 of the Community Charter. [*select committees of council*]

"Commission meeting" refers to a meeting held by a body established under section 143 of the Community Charter [*municipal commissions*]

"Committee meeting" refers to a meeting held by a body established under section 141 or 142 of the Community Charter. [*standing committees of council, select committees of council*]

"Council meeting" refers to a meeting held under Part 5, Division 2, of the Community Charter. [*council proceedings*]

"Electronic Meeting" refers to a Council, Commission or Committee meeting held by electronic or other communication facilities pursuant to Sections 128 to 128.3 of the Community Charter.

"Hybrid meeting" refers to a Council or Committee meeting where some Council members participate by means of electronic or other communication facilities.

"Public Hearing" refers to a meeting held under Part 14, Division 3, of the Local Government Act [*public hearings on planning and land use bylaws*]

- b. Reorder definitions so that all of them are in alphabetical order.

- c. Correct the numbering in the subsections of section 4 to make it consistent with the rest of the bylaw.

Section 7A

- d. Deleting the current sections 7A(1) and (2) and replacing them with the following:

Electronic and Hybrid Meetings and Voting

- (1) Provided the conditions set out in sections 128 to 128.3 of the Community Charter are met, Council meetings and Public Hearings may be held, electronically, or in a hybrid manner, and members may participate in the meeting by means of electronic or other communication facilities.
 - (2) Notice of an electronic or hybrid Council must be given in the same manner as an in person meeting, and also include notice of:
 - (a) The way the meeting is to be conducted; and
 - (b) The place the public may attend to hear, or watch and hear the proceedings.
- e. Deleting subsections 7A(5) and (6) and inserting a new subsection (5) as follows:

Despite Subsection (1), a minimum of six evening Council meetings each year will be scheduled where all members of Council will be physically present, including

 - i. The first Council meeting at the beginning of the Council term, as described in Section 4(1); and
 - ii. The Meeting including a Parcel Tax Roll Review Panel.
 - f. Renumbering the remaining items in section 7A as appropriate.
 - g. Adding the following as a new subsection (8):
 - (8) Members of Council who are participating in a meeting by electronic means are deemed to be present at the meeting for the purposes of attendance and quorum.

Section 13

- h. Deleting the list of items in section 13(1), and inserting the following in its place:
 - (a) Call to Order
 - (b) Changes to the Agenda

- (c) Unfinished Business from Previous Council Meetings
- (d) Bylaws Considered at the Public Hearing
- (e) Reports and Presentations for Council Discussion and Action
- (f) Consent Agenda
- (g) Presentations and Opportunity for the Public to Speak to Council
- (h) Bylaws
- (i) Motions from Members of Council
- (j) New Business
- (k) Announcements from members of Council
- (l) End of Meeting

- i. Adding the following as subsection (3): If there are no items for agenda headings (c) to (i)., they will not be included on the agenda for that meeting.

Section 14:

- j. In subsection (e), add the following after the word hand: "...if they are able to do so, and if they are not able to do so, to verbally indicate their vote in support or against the motion; and".

Section 15:

- k. Following section 14, delete the word "Delegations" from "Delegations and Presentations" and insert "Speakers".
- l. Delete all instances of "delegations" and "public delegations" and replace with the word "speaker" or "speakers".
- m. Delete subsections 1(d) and 1(e) and insert the following in their place:
 - (d) Speakers are required to follow the procedures and protocols set out in Schedule A.
 - (e) Despite subsection (a), the Presiding Member may decide to start hearing speakers before 7 pm if all registered speakers are present, either in person or electronically.
- n. Attach Schedule A to the bylaw
- o. Delete the words "City Administrator" in 15.2(b) and insert "Chief Administrative Officer".

Section 17:

- p. In subsection 2 delete the words "your Worship, Mr. Mayor or Madam Mayor or" and insert " ", Chair or Councillor" following the word "Mayor"

- q. In section 7(e) insert the words, "the Council Code of Conduct, the Respectful Workplace and Human Rights Policy," following the words "this Bylaw"

Section 26

- r. Delete the current subsection 3, and replace it with the following:

(3) A proposed bylaw may be debated and changed at any point during first, second, or third reading, unless prohibited by the Charter; if the bylaw is changed during third reading, third reading must be repealed and the changed bylaw must be read a third time.
- s. Delete the existing subsection (4) and replace with the following:

(4) Each reading of a proposed bylaw must receive the affirmative vote of a majority of the members present, unless there is another requirement under the Community Charter, the Local Government Act, or any other legislation.

Part 8 – Committees

- t. Add a section header "Committees, generally" at to the beginning of Part 8 and insert the following as Section 35

35. Notwithstanding rules set out in bylaws for standing and select committees, the rules set out for Council in the bylaw, including the rules for electronic and hybrid meetings, also apply to standing and select committees of council, and to commissions.
- t. renumbering existing sections 35 to 45 as needed.

GIVEN FIRST READING THIS _____ day of _____ 2021.

GIVEN SECOND READING THIS _____ day of _____ 2021.

GIVEN THIRD READING THIS _____ day of _____ 2021.

ADOPTED THIS _____ day of _____ 2021.

Mayor Jonathan X. Cote

Jacque Killawee, City Clerk

Procedure Bylaw Schedule A

1. Purpose and Principles

New Westminster City Council has a history of allowing people to speak at Council meetings directly to members while they are sitting in a decision-making capacity. This policy provides a process for people wishing to speak to sign up as a speaker during the opportunity for the public to speak to Council at public evening council meetings.

This policy applies to meetings held under [Part 5, Division 2](#) of the Community Charter.

This policy does not apply to any statutory right the public has to address Council including Public Hearings.

2. Definitions

In this Policy:

"Council meeting" refers to a meeting held under [Part 5, Division 2](#) of the Community Charter.

"Applicant" means someone who has requested to address Council as speaker but has not yet been approved or refused.

"Speaker" means someone who has signed up to speak to Council during a Council meeting, in either an in-person or virtual capacity.

"In-person Speaker" means someone who has signed up to speak at a Council meeting, and physically attends the Council meeting in the Council Chamber.

"Virtual Speaker" means someone who has signed up to speak at a Council meeting, and uses video conferencing or telephone to speak.

3. Speaker Sign Up

Numbers, Participation Method and Registration

- i. Speakers will be heard at any Council meeting except those following a Public Hearing.
- ii. A maximum of 10 speakers will be heard at each Council meeting where speakers are scheduled.
- iii. Speakers must register and may participate in person, by video conference or telephone (Zoom).

- iv. Speakers may sign up starting six days before the meeting until noon the day of the meeting in one of the following ways:
 - a. Filling out the form on the City's website; or
 - b. Emailing to clerks@newwestcity.ca; or
 - c. Calling 604-527-4523; or
 - d. Submitting the required information in the mailbox on the north side of City Hall; or
 - e. Mailing: Legislative Services
City of New Westminster
511 Royal Avenue
New Westminster, BC V3L 1H9
- v. Applicants must provide the following information to sign up to speak:
 - a. First and Last name
 - b. Phone number
 - c. Email address
 - d. The organization they are representing (if any)
 - e. The topic they wish to address
- vi. Contact information will be kept until the minutes of the meeting are adopted.
- vii. If registering on behalf of an organization, only one speaker's slot per organization will be permitted, in order to allow the greatest number of people possible to speak. Multiple speakers may speak in the slot but can take no more than five minutes to address Council.
- viii. If a speaker wants to show a presentation, it must be submitted to the Legislative Services by 12:00 p.m. (noon) on the Friday before the Council meeting. The presentation will be displayed and controlled by City staff and streamed on the City's website.

Determination of Speakers:

- i. Applicants will be declined if the topic relates to one under discussion at an upcoming public hearing as per the City's normal procedures.
- ii. The Mayor or City Clerk will determine the order of speakers.
- iii. If 10 or fewer delegations are received, all delegations will be placed on the agenda.
- iv. If more than 10 applications for delegation are received:

- a. Speakers wishing to speak to items on the agenda will be prioritized;
 - b. Speakers addressing matters under the City's jurisdiction or concurrent jurisdiction with the Province will be prioritized;
 - c. Council will be informed of the number of delegation requests on a topic if not all are able to speak.
- v. If there are multiple delegation requests on the same topic, and others on different topics:
- a. The delegations will be prioritized to allow the greatest number of topics to be heard by Council.
 - b. The individual on a topic with more than one applicant who will address the issue is the one whose request was received first.
 - c. Multiple speakers will be allowed on a topic if there are fewer than 10 topics.

Speaker Confirmation

- i. Legislative Services staff will contact applicants within two business days of the submission of a request to speak.
- ii. Legislative Services staff will confirm that an applicant is approved as a speaker for the Council meeting as soon as possible, and by approximately 1:00 p.m. on the day of the Council meeting, at the latest.

5. Meeting Protocols for Speakers

- i. A speaker requiring assistance from another person to enter and exit City Hall or the Council Chamber or for interpretation purposes, must bring that person with them.
- ii. Registered In-person Speakers must check in with the staff member at the door to Council Chamber.
- iii. Registered Virtual Speakers should join the Zoom meeting by computer, smart device, or phone, following directions provided by City Staff.
- iv. In communication with people attending the Council meeting in person, it will be made clear that they should not attend if they have symptoms of illness.
- v. Speakers will have five minutes to speak. Council may ask questions following the speaker, however the speaker is not obliged to answer them. Council may also direct questions to staff.

- vi. In signing up to be a speaker at a Council meeting, a speaker agrees that comments delivered:

Should...	Should not...
...explain support or opposition for an issue or project and how it will affect the speaker	...be about people or groups of people
...use respectful, inclusive language	...use abusive, offensive, vulgar, or discriminatory language
... use language that is honest, accurate and direct	...use terms that disguise or underplay the true intent of comments
...focus on facts	...speculate or make assumptions

CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO.8288, 2021

A Bylaw to establish a Business Improvement Area Service

WHEREAS a Council may, by majority vote, grant money to an applicant for the purpose of planning and implementing a Business Promotion Scheme pursuant to Section 215.(2) of the Community Charter;

AND WHEREAS before a Council grants money for a Business Promotion Scheme, the Council shall pass a bylaw as required by Section 215.(5) of the Community Charter;

AND WHEREAS the Council has received a request from the Downtown New Westminister Business Improvement Society to establish a Business Improvement Area to enable that Society to undertake certain works and services and to encourage and promote business within that area;

AND WHEREAS the Council may impose a local service parcel tax to be borne by the owners of real property within a Business Improvement Area in accordance with Section 216(1)(a) of the Community Charter;

NOW THEREFORE THE CITY COUNCIL of the Corporation of the City of New Westminister ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Downtown New Westminister Business Improvement Area (Primary Area) Bylaw No. 8288, 2021”.

Definitions

2. In this Bylaw:

“Applicant” means the Downtown New Westminister Business Improvement Society;

“Business Improvement Area” means a business service area pursuant to Section 215.(1) of the Community Charter;

“City” means the Corporation of the City of New Westminister;

“Council” means the Council of the Corporation of the City of New Westminister;

“Downtown New Westminster Business Improvement Area (Primary Area)” means those lands within the area shown outlined in heavy black on the map attached and forming part of this bylaw as Schedule A;

“Fiscal Year” means the time period from January 01 to the following December 31.

Designation of Area

3. The Downtown New Westminster Business Improvement Area (Primary Area) is hereby designated as a Business Improvement Area.

Grant

4. Following adoption of this Bylaw, the Council may, by majority vote, grant to the applicant amounts not exceeding \$161,912.41 2022, \$166,769.78 for 2023, \$171,772.87 for 2024 and \$176,926.06 for 2025, in aggregate an amount not exceeding \$677,381.12 for the term of this bylaw.

Expenditures

5. The money granted pursuant to this Bylaw shall be expended only:
 - 1) by the applicant;
 - 2) in accordance with the conditions and limitations set out in this Bylaw; and
 - 3) for the Business Promotion Scheme set out in Schedule “B” of this Bylaw.

Budget

6. The applicant shall submit a budget for approval by Council on or before October 15 prior to each fiscal year in the form attached to and forming part of this Bylaw as Schedule “C” for the purpose of implementing the Business Promotion Scheme.

Accounting

7.
 - 1) The applicant shall provide Review Engagement financial statements no later than March 15 accounting for all money granted and approved by Council during the previous fiscal year.
 - 2) The City shall have access to the accounts and records of the applicant for the purpose of inspection, verification or audit on the

basis of providing the applicant with twenty-four hours written notice of its intentions and requirements.

Recovery

8. All of the money granted to the applicant pursuant to this Bylaw shall be recovered in the same manner as property taxes from the owners of land within the Downtown New Westminster Business Improvement Area (Primary Area) by means of a local service parcel tax enacted pursuant to Section 216(1)(a) of the Community Charter.

Indebtedness

9. 1) The applicant shall not incur any indebtedness or other obligations beyond each budget year, unless prior written approval is given by the City.
- 2) For the term of this Bylaw, the applicant shall continue to maintain its status as a non-profit society in good standing pursuant to the Society Act.

Insurance

10. The applicant shall take out and maintain insurance and shall provide to the City a copy of its insurance policy insuring the applicant in accordance with the specifications set out in Schedule "D" of this Bylaw.

Term of Bylaw

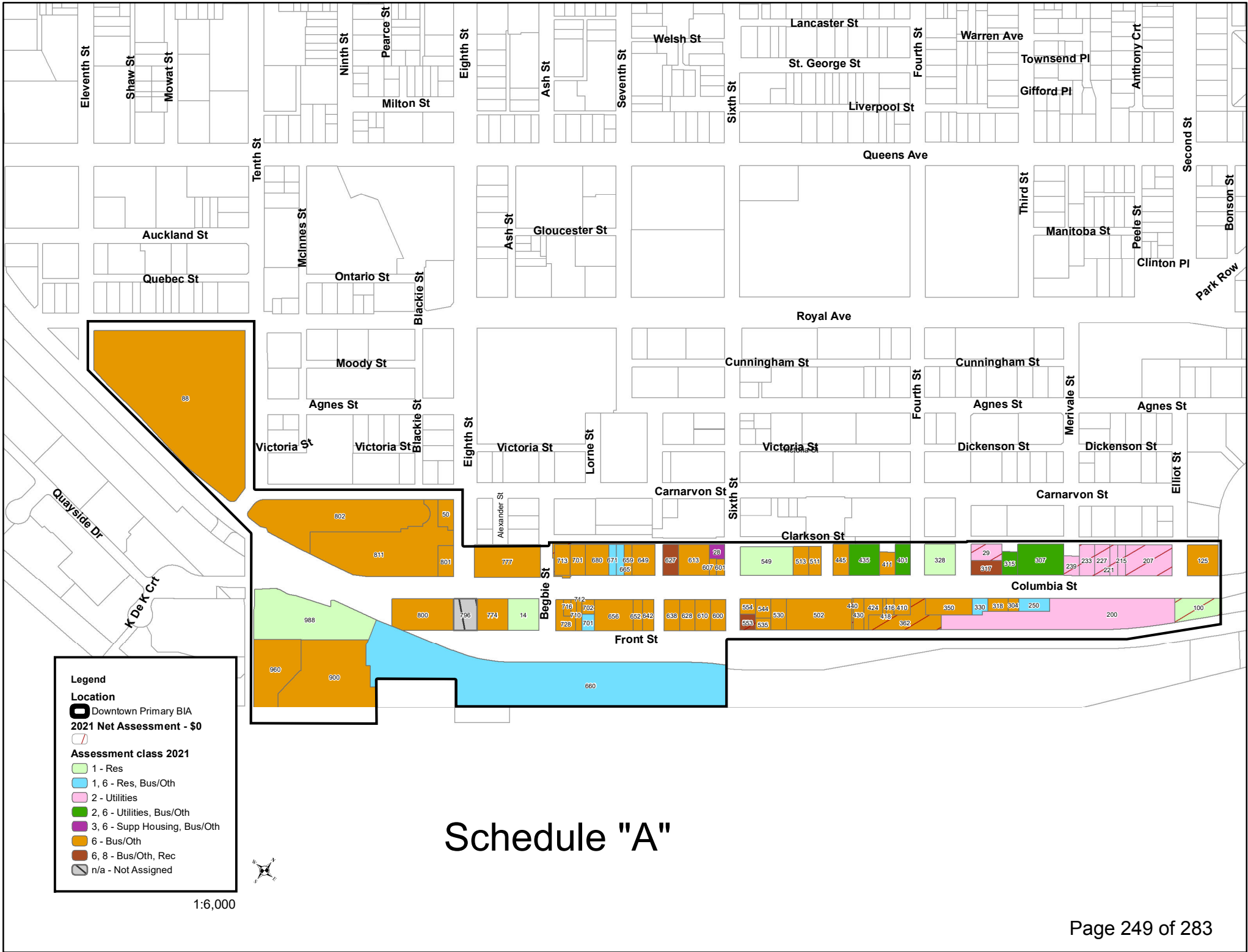
11. This Bylaw shall take effect on January 1, 2022 and shall cease to have effect after December 31, 2025.

GIVEN THREE READINGS this _____ day of _____ 2021

ADOPTED and the Seal of the Corporation of the City of New Westminster affixed this day of _____ 2021.



Jonathan Cote MAYOR

Jacque Killawee CITY CLERK





Legend

Location

-  Downtown Primary BIA
-  2021 Net Assessment - \$0

Assessment class 2021

-  1 - Res
-  1, 6 - Res, Bus/Oth
-  2 - Utilities
-  2, 6 - Utilities, Bus/Oth
-  3, 6 - Supp Housing, Bus/Oth
-  6 - Bus/Oth
-  6, 8 - Bus/Oth, Rec
-  n/a - Not Assigned

1:6,000

Schedule "A"

SCHEDULE "B"

BUSINESS PROMOTION SCHEME

The Business Promotion Scheme to be undertaken by the Downtown New Westminster Business Improvement Area pursuant to the provisions of this Bylaw shall include the following activities:

1. the encouragement of business in the Business Improvement Area in order to complement and expand the present business mix;
2. the strengthening of businesses in the Business Improvement Area by undertaking beautification projects and promotional initiatives including special events and by advertising and promoting existing businesses;
3. the carrying out of research and the preparation of reports including measures to enhance the economic vitality of the Business Improvement Area; and
4. the improvement, beautification or maintenance of streets, sidewalks or municipally owned land, buildings or structures in the Business Improvement Area.

SCHEDULE "C"

BUDGET FORMAT OUTLINE

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

The projects and activities of the Downtown New Westminster Improvement Area can be described or classified into five categories.

1. BUSINESS RECRUITMENT AND BUSINESS DEVELOPMENT

Business recruitment and business development will concentrate on attracting new businesses to the downtown and informing or educating existing businesses. This will include a method for providing new businesses and property owners with assistance regarding municipal standards and business information.

Business seminars will offer assistance to existing businesses in the downtown to help them become more competitive. Seminars will include topics such as Advertising and Promotions, Merchandising and Product Mix, Knowing your Customers, What Your Windows say about your Business, etc...

2. PROMOTION AND ADVERTISING

Promotions and advertising will concentrate primarily on attracting new and old customers to our downtown. Special events and activities for the first year will emphasize the fact that our downtown is changing and there are many reasons to return to the downtown - watch our progress.

3. BEAUTIFICATION AND SEASONAL ITEMS

Seasonal items and beautification concentrate primarily on giving our area a distinct look or identification from the rest of the City. These items are used to make the downtown look attractive and bustling. Examples of such items are street banners, flags or pennants for Canada Day, Christmas lights for all the store windows, cedar boughs, and murals. The majority of these items can be used year after year and

4. ADMINISTRATION AND OVERHEAD

The administration and overhead portion of the budget includes all costs of running the BIA such as office costs and related expenses. Staffing includes all aspects of planning and carrying out the BIA activities.

5. MAINTENANCE

Maintenance involves the extra effort which should be made by the BIA to keep the downtown looking neat, clean and attractive. Examples include a spring clean up, and sign removal.

SCHEDULE "C"

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

20 _ BUDGET FORMAT OUTLINE

REVENUE

Balance from Previous Year	\$ _____	
Municipal Levies	\$ _____	
Government Grants:	\$ _____	
Federal		\$ _____
Provincial	\$ _____	
Municipal	\$ _____	
Interest	\$ _____	
Other (specify)	\$ _____	
TOTAL REVENUE		\$ _____

SCHEDULE "C"

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

20 _ BUDGET FORMAT OUTLINE

EXPENDITURES

1) BUSINESS RECRUITMENT AND BUSINESS DEVELOPMENT:
(Specify projects)

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

2) PROMOTION AND ADVERTISING

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

3) BEAUTIFICATION AND SEASONAL ITEMS

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

4) ADMINISTRATION AND OVERHEAD

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

5) MAINTENANCE

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

TOTAL EXPENDITURES

\$ _____

SCHEDULE "D"

INSURANCE SPECIFICATIONS

1. The applicant shall provide and maintain Comprehensive General Liability insurance acceptable to the City and subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The insurance shall cover anyone employed directly or indirectly by the applicant as well as any contractor or subcontractors hired by the applicant.
2. The City shall be added as an additional named insured under the Comprehensive General Liability.
3. The applicant shall provide the City with a copy of its Comprehensive General Liability insurance policy prior to the City providing funding under Section 4 of this Bylaw.
4. The applicant's Comprehensive General Liability policy shall contain an endorsement to provide the City with 30 days written notice of change or cancellation.

CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO.8289, 2021

A Bylaw to designate a Business Improvement Area Service

WHEREAS a Council may, by majority vote, grant money to an applicant for the purpose of planning and implementing a Business Promotion Scheme pursuant to Section 215.(2) of the Community Charter;

AND WHEREAS before a Council grants money for a Business Promotion Scheme, the Council shall pass a bylaw as required by Section 215.(5) of the Community Charter;

AND WHEREAS the Council has received a request from the Downtown New Westminister Business Improvement Society to establish a Business Improvement Area to enable that Society to undertake certain works and services and to encourage and promote business within that area;

AND WHEREAS the Council may impose a local service parcel tax to be borne by the owners of real property within a Business Improvement Area in accordance with Section 216(1)(a) of the Community Charter;

NOW THEREFORE THE CITY COUNCIL of the Corporation of the City of New Westminister ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Downtown New Westminister Business Improvement Area (Secondary Area) Bylaw No. 8289, 2021”.

Definitions

2. In this Bylaw:

“Applicant” means the Downtown New Westminister Business Improvement Society;

“Business Improvement Area” means a business service area pursuant to Section 215.(1) of the Community Charter

“City” means the Corporation of the City of New Westminister;

“Council” means the Council of the Corporation of the City of New Westminister;

“Downtown New Westminster Business Improvement Area (Secondary Area)” means those lands within the area shown outlined in heavy black on the map attached and forming part of this bylaw as Schedule A;

“Fiscal Year” means the time period from January 01 to the following December 31.

Designation of Area

3. The Downtown New Westminster Business Improvement Area (Secondary Area) is hereby designated as a Business Improvement Area.

Grant

4. Following adoption of this Bylaw, the Council may, by majority vote, grant to the applicant amounts not exceeding \$133,857.52 for 2022, \$137,873.25 for 2023, \$142,009.45 for 2024 and \$146,269.73 for 2025, in aggregate an amount not exceeding \$560,009.95 for the term of this bylaw.

Expenditures

5. The money granted pursuant to this Bylaw shall be expended only:
 - 1) by the applicant;
 - 2) in accordance with the conditions and limitations set out in this Bylaw; and
 - 3) for the Business Promotion Scheme set out in Schedule “B” of this Bylaw.

Budget

6. The applicant shall submit a budget for approval by Council on or before October 15 prior to each fiscal year in the form attached to and forming part of this Bylaw as Schedule “C” for the purpose of implementing the Business Promotion Scheme.

Accounting

7.
 - 1) The applicant shall provide Review Engagement financial statements no later than March 15 accounting for all money granted and approved by Council during the previous fiscal year.
 - 2) The City shall have access to the accounts and records of the applicant for the purpose of inspection, verification or audit on the

basis of providing the applicant with twenty-four hours written notice of intentions and requirements.

its

Recovery

8. All of the money granted to the applicant pursuant to this Bylaw shall be recovered in the same manner as property taxes from the owners of land within the Downtown New Westminster Business Improvement Area (Secondary Area) by means of a local service parcel tax enacted pursuant to Section 216(1)(a) of the Community Charter.

Indebtedness

- 9. 1) The applicant shall not incur any indebtedness or other obligations beyond each budget year, unless prior written approval is given by the City.
- 2) For the term of this Bylaw, the applicant shall continue to maintain its status as a non-profit society in good standing pursuant to the Society Act.

Insurance

10. The applicant shall take out and maintain insurance and shall provide to the City a copy of its insurance policy insuring the applicant in accordance with the specifications set out in Schedule “D” of this Bylaw.

Term of Bylaw

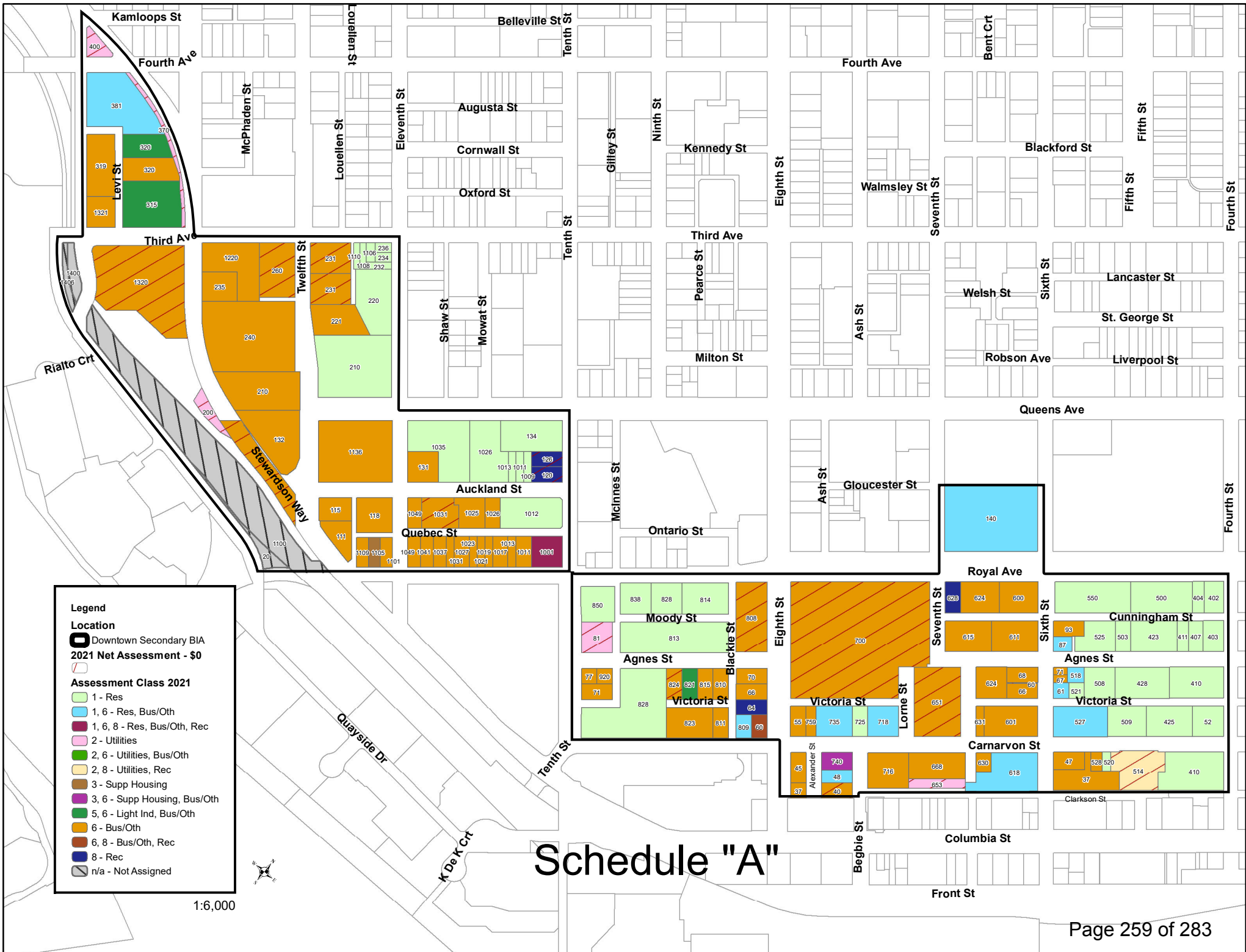
11. This Bylaw shall take effect on January 1, 2022 and shall cease to have effect after December 31, 2025.

GIVEN THREE READINGS this day of 2021

ADOPTED and the Seal of the Corporation of the City of New Westminster affixed this day of 2021.

Jonathan Cote MAYOR

Jacque Killawee CITY CLERK



Schedule "A"

1:6,000

SCHEDULE "B"

BUSINESS PROMOTION SCHEME

The Business Promotion Scheme to be undertaken by the Downtown New Westminster Business Improvement Area pursuant to the provisions of this Bylaw shall include the following activities:

1. the encouragement of business in the Business Improvement Area in order to complement and expand the present business mix;
2. the strengthening of businesses in the Business Improvement Area by undertaking beautification projects and promotional initiatives including special events and by advertising and promoting existing businesses;
3. the carrying out of research and the preparation of reports including measures to enhance the economic vitality of the Business Improvement Area; and
4. the improvement, beautification or maintenance of streets, sidewalks or municipally owned land, buildings or structures in the Business Improvement Area.

SCHEDULE "C"

BUDGET FORMAT OUTLINE

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

The projects and activities of the Downtown New Westminster Improvement Area can be described or classified into five categories.

1. BUSINESS RECRUITMENT AND BUSINESS DEVELOPMENT

Business recruitment and business development will concentrate on attracting new businesses to the downtown and informing or educating existing businesses. This will include a method for providing new businesses and property owners with assistance regarding municipal standards and business information.

Business seminars will offer assistance to existing businesses in the downtown to help them become more competitive. Seminars will include topics such as Advertising and Promotions, Merchandising and Product Mix, Knowing your Customers, What Your Windows say about your Business, etc...

2. PROMOTION AND ADVERTISING

Promotions and advertising will concentrate primarily on attracting new and old customers to our downtown. Special events and activities for the first year will emphasize the fact that our downtown is changing and there are many reasons to return to the downtown - watch our progress.

3. BEAUTIFICATION AND SEASONAL ITEMS

Seasonal items and beautification concentrate primarily on giving our area a distinct look or identification from the rest of the City. These items are used to make the downtown look attractive and bustling. Examples of such items are street banners, flags or pennants for Canada Day, Christmas lights for all the store windows, cedar boughs, and murals. The majority of these items can be used year after year and

4. ADMINISTRATION AND OVERHEAD

The administration and overhead portion of the budget includes all costs of running the BIA such as office costs and related expenses. Staffing includes all aspects of planning and carrying out the BIA activities.

5. MAINTENANCE

Maintenance involves the extra effort which should be made by the BIA to keep the downtown looking neat, clean and attractive. Examples include a spring clean up, and sign removal.

SCHEDULE "C"

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

20 _ BUDGET FORMAT OUTLINE

REVENUE

Balance from Previous Year \$	_____	
Municipal Levies	\$ _____	
Government Grants:	\$ _____	
Federal		\$ _____
Provincial	\$ _____	
Municipal	\$ _____	
Interest	\$ _____	
Other (specify)	\$ _____	
TOTAL REVENUE		\$ _____

SCHEDULE "C"

DOWNTOWN NEW WESTMINSTER BUSINESS IMPROVEMENT AREA

20 _ BUDGET FORMAT OUTLINE

EXPENDITURES

1) BUSINESS RECRUITMENT AND BUSINESS DEVELOPMENT:
(Specify projects)

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

2) PROMOTION AND ADVERTISING

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

3) BEAUTIFICATION AND SEASONAL ITEMS

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

4) ADMINISTRATION AND OVERHEAD

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

5) MAINTENANCE

A _____ \$ _____

B _____ \$ _____

C _____ \$ _____

D _____ \$ _____

E _____ \$ _____

TOTAL EXPENDITURES

\$ _____

SCHEDULE "D"

INSURANCE SPECIFICATIONS

1. The applicant shall provide and maintain Comprehensive General Liability insurance acceptable to the City and subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The insurance shall cover anyone employed directly or indirectly by the applicant as well as any contractor or subcontractors hired by the applicant.
2. The City shall be added as an additional named insured under the Comprehensive General Liability.
3. The applicant shall provide the City with a copy of its Comprehensive General Liability insurance policy prior to the City providing funding under Section 4 of this Bylaw.
4. The applicant's Comprehensive General Liability policy shall contain an endorsement to provide the City with 30 days written notice of change or cancellation.

CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 8280, 2021

A Bylaw to authorize the exemption from
taxation of certain lands and premises

WHEREAS BY Section 224 of the Community Charter the Council of a Municipality may exempt from taxation certain land or improvements as determined by Council should be so exempted to the extend, for the period and subject to the conditions provided by bylaw;

THE CITY COUNCIL of the Corporation of the City of New Westminster ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "PERMISSIVE TAX EXEMPTION BYLAW NO. 8280, 2021".
2. All those lands and premises more particularly known and described in the list of properties appearing as Attachment "A" to this bylaw are exempt from taxation for the succeeding year pursuant to the provisions of Section 224 of the Community Charter.

GIVEN FIRST READING this day of 2021
 GIVEN SECOND READING this day of 2021
 GIVEN THIRD READING this day of 2021

ADOPTED and the seal of the Corporation of the City of New Westminster affixed
this day of , 2021

MAYOR JONATHAN COTE

JACQUE KILLAWEE CITY CLERK

Attachment A

Section 224 (2)(f) – Owned and Occupied for the purpose of Public Worship
(TOTAL EXEMPTION)

	<u>ROLL #</u>	<u>OWNER</u>	<u>LEGAL</u>	<u>CIVIC ADDRESS</u>
1.	00444000	Holy Trinity Romanian Orthodox Parish Society	Lot D NWD PI EPP48991 PID 029-589-941	220 Carnarvon St
2a.	00648001	Emmanuel Pentecostal Church of New Westminster	Lot A (Z129828) Blk.26 PI.2620 PID 004-513-801 (800 sq.ft. living quarters taxable)	321 Carnarvon St
2b.	00419001	Emmanuel Pentecostal Church of New Westminster – New Church Hall	Lot 1 Blk. 16 PI.LMS2926	335 Carnarvon St
3.	00424000	Word Christian Community Church	Lot E Blk. 16 PI. 9562	336 Agnes St
4.	00734000	The Roman Catholic Archbishop of Vancouver – St. Peter’s Church	Lots A, Blk.31 PI.3142	330 Royal Ave
5a.	01124000	Columbia Congregation of Jehovah’s Witnesses	Lot 3 of Lot 15 Blk.36 PI.2620	126 – Tenth St (parking lot)
5b.	01125000	Columbia Congregation of Jehovah’s Witnesses	Lot 4 of Lot 15 Blk.36 PI.2620	120 – Tenth St
6.	01288000	Holy Trinity Parish of New Westminster BC	Pcl. 1 Victoria Gardens Ref. PL. 74708 PID 008-186-430	514 Carnarvon St
7.	01411000	Trustees Congregation of Queen’s Avenue United Church of Canada	Lot “D” Blk. “H” St. George’s Square PI. 17922 (650 sq ft. living quarters taxable)	513 Queen’s Ave
8.	03307000	The Parish of St. Mary the Virgin	Lot 21 Sub. Blk. 3 PI.4606 PID 011-110-473	121 E. Columbia St
9.	03472001	Sapperton Baptist Church	Lot 127 Sub. Blk.3 PI.51113 PID 004-900-065	322 Hospital St
10.	03575000	Trustees of the Congregation of Knox Presbyterian Church	Lot A SB3 PI.85177 GP1. PID 015-949-613	403 E Columbia St

City of New Westminster

	<u>ROLL #</u>	<u>OWNER</u>	<u>LEGAL</u>	<u>CIVIC ADDRESS</u>
11.	03680000	The Roman Catholic Archbishop of Vancouver – Sts. Cyril & Methodius Church	Lots 1/2/3/4 of Blk 2 Sub. Blk.3 Pl.3984 (580 sq ft Manse only taxable)	472 E Eighth Ave
12.	03724000	Gospel Church in Christ	Lot "M" Sub. Blk.3 Pl. 18045 PID 010-346-490	520 McDonald St
13.	05476000	Olivet Baptist Church	Pcl A Sub. Blk.5 Pl.33098 (819 sq. ft. living quarters taxable)	613 Queen's Ave
14.	06128000	Trustees of the Congregation of the First Presbyterian Church	Lots 9/10 of Lots 8/9/35/36/37/38 Sub. Blk.6 Pl.2620	616 Fourth Ave
15.	06156000	The Governing Council of the Salvation Army Canada	Lots 32/33 of Lots 8/9/35-38 Sub. Blk.6 Pl.2620	325 Sixth St
16.	06191000	Burnaby Apostolic Christian Church	Lot 16 of Lot 10 & E.1/2 of Lot 11 Sub Blk.6 Pl.2620	316 Seventh St
17a.	06207000	Ukrainian Orthodox Church of St. Peter & Paul	LT 1, NWD, PL NWP3958 LOT 1, NEW WEST DISTRICT, PLAN NWP3958 SUBURBAN BLOCK 6, GROUP 1 (900 sq. ft residence taxable)	302 Eighth St
17b.	06208000	Ukrainian Orthodox Church of St. Peter & Paul AND Hohite Semay St Marie	Lot 2 Sub Blk.6 Pl3958 PID 002-219-557	304 Eighth St
18.	06420000	Trustees of New Westminster Congregation Free Methodist Church in Canada	Lot 17 Sub.Blk.6 Pl37978 Ex. Plan 38812 (1600 sq.ft. Manse taxable)	320–330 Eighth St
19.	06755000	The Ukrainian Catholic Eparchy of New Westminster	Lots 5/6/7 of Lot 6 Sub. Blk.7 Pl.2620	501 Fourth Ave
20.	06866000	Vancouver Japanese Gospel Church	Lot 21 of Lots 12/13/20/21 Sub. Blk.7 Pl.2620	425 Eleventh St
21a.	06879000	The Parish of St. Barnabas (Church)	Lot "A" (Z205283 of Lots 12/13/20/21 Sub. Blk.7 Pl.2620 PID 005-293-839 (3284 sq.ft. Manse taxable)	1002 Fifth Ave
21b.	06881000	The Parish of St. Barnabas (Hall)	Lot 33 of Lots 12/13/20/21 Sub. Blk.7 Pl.2620	1010 Fifth Ave

City of New Westminster

	<u>ROLL #</u>	<u>OWNER</u>	<u>LEGAL</u>	<u>CIVIC ADDRESS</u>
22.	09204000	The Trustees of St. Aiden's Presbyterian Church	Lots 23 & 24 of Lot 10 Sub. Blk. 11 PI.2620 (2300 sq.ft. Manse taxable)	1316 Seventh Ave
23.	09778000	Unity in Action	Lot 10 Sub. Blk.12 PI.5153	1636 Edinburgh St
24.	10145000	The Image of God Church	Lot 32 of Lot 1 of Lot 13 Sub. Blk. 12 PI.2620 PID 013-483-617	925 Tenth St
25a.	10884000	Mount Calvary Evangelical Lutheran Church of New Westminster	Lot "A" Sub. Blk.13 PI.18173 (1620 sq.ft. Manse taxable) PID 004-757-173	701 Sixth Street
25b.	10886000	Mount Calvary Evangelical Lutheran Church of New Westminster	Lot 34 of Lot 15 SB13 Plan 39977 PID 001-497-588	511 Seventh Ave (parking lot)
26.	11003000	First Church of Christ Scientist of New Westminster BC	Lot 21 Sub. Blk. 13 PI.36862	633 Eighth St
27.	11174000	Mt. Zion Lutheran Church of New Westminster	Parcel B SB14 PI.71817 PID 004-168-721	930 Cumberland St
28.	12884000	The Roman Catholic Archbishop of Vancouver – Holy Spirit Church	Lot A of Blk.21 of Lot 757 G.P.1 PI.2620 (2640 sq.ft. Manse taxable)	244 Lawrence St
29a.	13294000	The Khalsa Diwan Society	Pcl. 1 Blk.27 PI.LMP12733 DL 757 Grp.1 PID 018-496-598 (250 sq. ft. living quarters taxable)	347 Wood Street
29b.	13300001	The Khalsa Diwan Society	Lot 98, Blk 27 NWD PL NWP2620 DL 757 & 758	331 Wood Street (parking area)
29c.	13299000	The Khalsa Diwan Society	Lot 96, Blk 27 NWD PL NWP2620 DL 757	335 Wood Street (parking area)
29d.	13300000	The Khalsa Diwan Society	Lot 97, Blk 27 NWD PL NWP2620 DL 757	333 Wood Street (parking area)
29e.	13314001	The Khalsa Diwan Society	Lot 1, DL 757 NWD, PL LMP1695	348 Wood Street (vacant land)

City of New Westminster

	<u>ROLL #</u>	<u>OWNER</u>	<u>LEGAL</u>	<u>CIVIC ADDRESS</u>
29f.	13278000	The Khalsa Diwan Society	Lot 75 BL 27 DL 757 PL NWP2620	334 Boyne Street (parking area)
29g.	13280000	The Khalsa Diwan Society	Lot 77 BL 27 DL 757 PL NWP2620	338 Boyne Street (parking area)
29h.	13279000	The Khalsa Diwan Society	Lot 76 BL 27 DL 757 PL NWP2620	336 Boyne Street (parking area)
30a.	15475002	Trustees Congregation Connaught Heights Pentecostal Assembly	Lot 63 D.L. 172 G.P.1 PI.59349 PID 005-742-846	2201 Eighth Ave
30b.	15570001	Trustees Congregation Connaught Heights Pentecostal Assembly	Pcl. "A" D.L. 172 Group 1 EX PI.61292 PID 002-744-406	2201 Edinburgh St. (parking lot)
31.	06154000	Seventh-day Adventist Church BC Conference	Lot30, NWD, Plan NWP2620 Suburban Block 6, of lots 8, 9 & 35 to 38.	333 Sixth St

Section 224(2)(g) – Used or occupied by a church as tenant for the purpose of public worship
(TOTAL EXEMPTION)

1.	07811000	Gheorghe and Fancia Serban (St. Gheorghe Romanian Orthodox Church)	Lot 14 Sub. Blk. 9 PI.2531	1932 Eighth Ave
2.	11831000	Thornebridge Gardens Holdings (Royal City Christian Centre portion only – registered 99 year lease)	Lot A PI.16995 D.L. 2056 (250 Sq Ft. living quarters taxable)	601 Eighth Ave

Section 224(2)(h) – Homes for elderly citizens constructed with assistance of aid granted by the Province
after
January 1, 1947 and before March 31, 1974
(TOTAL EXEMPTION)

1.	06417000	Free Methodist Church Senior Citizen Home Society	Lot 16 Sub Blk.6 PI.28109 PID 008-937-079	815 Kennedy St
2.	11111000	New Westminster Rotary Senior Citizen's Home Society	Lot 7 Sub Blk.14 PI.36206 Subsidy Lot A	25 Clute St

3.	15474000	Connaught Heights Pentecostal Villa Society	Lot "A" Blk.12 D.L.172 G.P.1. PI.2974	2222 Edinburgh St
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Section 224(2)(h) – Hospitals and Private Schools
(TOTAL EXEMPTION)

1a.	01612001	BC Buildings Corp (Queen's Park Hospital Society - Queen's Park Hospital)	Lt. 3 DL115, GP1, Plan BCP8786 PID 025-813-901	315 McBride Blvd
1b.	01612002	Fraser Health Authority (Administration building for Queens Park Hospital)	Lt. C DL115 GP.1 PI LMP 8439	33 Blackberry Dr

Section 224(2)(b) – Land or improvements owned by the municipality and used for a purpose of the
municipality (TOTAL EXEMPTION)

1.	05873100	513 Hornet Royal Canadian Air Cadet Squadron – located on a portion of Queens Park		
2.	09206100	New Westminster Lawn Bowling Club – located on a portion of Moody Park		
3.	00853100	New Westminster Tennis Club – located on a portion of Tipperary Park		
4.	05873150	Vagabond Players – located on a portion of Queens Park		
5.	09206101	New Westminster Amateur Radio Club – located on portion of Moody Park		
6.	05873103	Arts Council of New Westminster – located on portion of Queen's Park		
7.	05873102	Queen's Park Preschool Society – located on portion of Queen's Park		
8.	05090000	Greater Vancouver Water District – Tennis Courts, leased portion of GVRD Reservoir.		

Section 224(2)(b) – Land or improvements owned by the municipality and
used for the purpose of the municipality (75% EXEMPTION)

1.	04317000	Royal City Curling Club	Lot 87 SB. 4 & 13 PI.28208	75 E Sixth Ave
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Section 224(2)(a) – Used for Charitable or Philanthropic purposes
(TOTAL EXEMPTION)

1.	01051000	Kinsight Community Living	Lot 31 Blk. 36 Pl.57988 PID 005-665-850	811 Royal Avenue
2.	03466000	Sapperton Old Age Pensioners Association	Pcl. "A" Lots 8/9 Sub. Blk.3 Ex. Pl.9528 Pl.2620	318 Keary Street
3.	01613501	Kolumbia Inn Daycare Society daycare portion - lessee	Lt B, DL115, Gp. 1, Pl BCP25520 – leased portion of folio 01613501	236 Ross Drive
4.	00111100	The Fraser River Discovery Centre	Pl.LMP29059 Pcl A Airspace, DL3979 & 3982, that portion occupied by Discovery Centre	788 Quayside Drive
5.	01441001	Honour House Society	Blk H, Pcl C St. George's Square, Plan 2620	509 St. George Street

CORPORATION OF THE CITY OF NEW WESTMINSTER

Zoning Amendment Bylaw No. 8225, 2020

A bylaw to amend Zoning Bylaw No. 6680, 2001

WHEREAS:

- A. The Council is enabled to zone and to regulate the use and development of land; and
- B. The Council has adopted and wishes to amend Zoning Bylaw No. 6680, 2001;

NOW THEREFORE the Council of the Corporation of the City of New Westminster, in open meeting assembled, enacts as follows:

Citation

This bylaw may be cited as “Zoning Amendment Bylaw No. 8225, 2020”.

Amendments

1. Zoning Bylaw No. 6680, 2001 is amended as follows:
 - (a) Replace the wording “Off-Street parking shall be provided in accordance with the provisions of Section 150 of this Bylaw” with “Off-Street parking shall be provided in accordance with the provisions of the Off-Street Parking Regulations section of this Bylaw” in sections 572.23, 1023.17, 1031.22 and 1023.17.
 - (b) Replace sections 1083.5 and 1070.16 with the wording “Off-Street parking shall be provided in accordance with the provisions of the Off-Street Parking Regulations section of this Bylaw, except only two parking spaces are required on site.”
 - (c) Replace sections 140.19 and 140.20 with the following:
 - “140.19 - Where an electric vehicle energy management system (EVEMS) is implemented, load management or load sharing capabilities may be used to help reduce incremental load requirements. Where the EVEMS is implemented, the City may establish a minimum performance standard to ensure that sufficient electricity is available to electric vehicle supply equipment (EVSE) users to ensure a reasonable rate of electric vehicle charging.
 - 140.20 - For spaces dedicated to car share vehicles, the City may specify a minimum performance standard to ensure a sufficient rate of electric vehicle charging.”
 - (d) Replace the definition of the “MASSAGE PROVIDER” in section 120.130 with the following.

MASSAGE PROVIDER means a person who practices, instructs or demonstrates therapeutic or relaxation massage and is a member in good standing with an organization that registers massage practitioners, and which offers: 1) a code of conduct which governs the required behavior of members; 2) a formal complaint or dispute resolution process; and 3) an accreditation process for member training or education.

- (e) Replace the wording “Child Care” with “Child care in non-residential portion of the building” in sections 1019.8, 1035.7, and in the table in section 1067.3.
- (f) Replace the wording “Child care facilities;” with “Child care in non-residential portion of the building;” in section 1040.2(e).
- (g) Replace the wording “Child care facility providing care for children zero to five years of age;” with “Child care which provides care for at least 16 children zero to five years of age in a non-residential portion of the building;” in section 1055.6.
- (h) Replace section 140.53 with the following:

“140.53 Access to all parking spaces shall be by driveways or ramps provided in accordance with the following table:

	One-Way Traffic	Two-Way Traffic
Minimum Width	2.74 metres (9 feet)	5.49 metres (18 feet)
Maximum Width	5.49 metres (18 feet)	7.62 metres (25 feet)

- (i) Delete section 140.54.
- (j) In section 120.81.1 replace “Gross floor area shall also include areas used for structured parking.” with “Gross floor area shall also include areas used for structured parking except where it is used for the purpose of calculating fees and charges, it shall not include the area used for and servicing structured parking which is located below finished grade.”
- (k) Add the following row to the table in section 140.9 “Residential Off-Street Parking Space Requirements” in appropriate alphabetical order:

Infill	1.0 per unit
Townhouse/ Rowhouse	0.1 per unit for visitor parking, except that visitor parking is not required for units in a non-stratified development

- (l) Insert “Ambulance Headquarters;” as section 550.2.1.

- (m) Add the words “, and recreation vehicles;” following “moving vans” in section 710.60.
- (n) Add “Home based businesses” as a permitted use in section 1025.2.1 and 1038.9.1 .
- (o) Delete sections 120.21 and 1021.12.
- (p) Rename the heading “Beverage Container Return Deports” before section 170.14 to “Accessory Recycling Return Centres”.
- (q) Add the words “be permitted in all zones which allow ‘retail stores’ as a permitted use and shall” after “An Accessory Recycling Return Centre shall” in section 170.14.
- (r) Delete section 110.1.
- (s) Renumber sections “120.10.1 to 120.10.2” as “120.11.1 to 120.11.2”.
- (t) Renumber section “120.118.1” as “120.120.1”.
- (u) Renumber section “150.8” under Long Term Bicycle Parking Minimum Design Standards as section “150.9” and renumber sections “150.9 to 150.19” as sections “150.10 to 150.20”
- (v) Move section 581 Columbia Street East Comprehensive Development Districts (C-CD-3) to section 1057 as Comprehensive Development District (Columbia Street East) (CD-57) of the zoning bylaw, update the name of this district to reflect this change, update internal references to district (C-CD-3) in section 581.2 to reflect this change, and renumber all sections within that district accordingly.
- (w) That the portion(s) of certain parcels of land situated within the City of New Westminster, British Columbia as shown outlined in bold and hatched on the map in Schedule A to this amending bylaw, is hereby rezoned to Comprehensive Development Districts (Columbia Street East) (CD-57) and the Zoning Map annexed as Appendix “A” to Zoning Bylaw No. 6680, 2001 is hereby amended to record this rezoning.
- (x) Move section 582 Village at Historic Sapperton Comprehensive Development Districts (C-CD-3) to section 1052 as Comprehensive Development District (Brewery District) (CD-52) of the zoning bylaw, update internal references to district (C-CD-3) in section 582.2 to reflect this change, and renumber all sections within that district accordingly.
- (y) Replace the wording “(Village at Historic Sapperton Comprehensive Development Districts (C-CD-3)” with “Comprehensive Development District (Brewery District) (CD-52)” in section 190.21.4.
- (z) That the portions of certain parcels of land situated within the City of New Westminster, British Columbia and more particularly displayed as shown outlined in bold and hatched

on the map in Schedule B of this amending Bylaw, is hereby rezoned to Comprehensive Development District (Brewery District) (CD-52) and the Zoning Map annexed as Appendix "A" to Zoning Bylaw No. 6680, 2001 is hereby amended to record this rezoning.

- (aa) Replace section 480.14 with "Off-Street loading shall be provided and maintained as required by and in accordance with the provisions of the Off-Street Loading Section of this Bylaw."
- (bb) Replace the wording "commercial uses" with "residential uses" in section 140.9.
- (cc) Replace the wording "All other sites" with "All sites" in the row of the table labeled "Secured Rental Units" in section 140.9.
- (dd) Replace the wording "that driveway is less than 9 feet (2.74 metres) not more than 18 feet (5.49 metres) in width" with "that driveway is not less than 9 feet (2.74 metres) nor more than 18 feet (5.49 metres) in width" in section 405.9 (c).
- (ee) Replace the wording "all residential parking spaces and spaces for car share vehicles" with "all required residential parking spaces and spaces for car share vehicles" in Section 140.17.
- (ff) Replace the wording "are used solely for recreation or child care purposes and if attached to a principal building shall be deemed to be an accessory building" with "if used solely for recreation or child care purposes and if attached to a principal building, shall be deemed to be an accessory building" in section 610.15 (f).
- (gg) Delete section 562.6.
- (hh) Add "(3.05 metres)" after each instance of 10 feet, "(4.57 metres)" after each instance of "15 feet", "(6.10 metres)" after each instance of "20 feet", and "(7.62 metres)" after each instance of "25 feet" in sections 480.6 to 480.10 and 480.15.
- (ii) Replace the number "(92.0 square metres)" with "(92.9 square metres)" in section 1035.44 (b).
- (jj) Replace the Service Station Districts (CS-2) with Schedule C (SERVICE STATION DISTRICTS (CS-2)) of this amending bylaw.

GIVEN FIRST READING this 9th day of November 2020.

GIVEN SECOND READING this 9th day of November 2020.

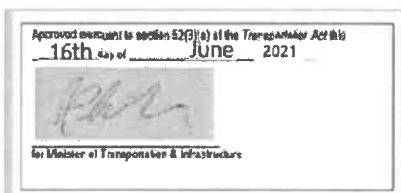
PUBLIC HEARING Waived under Section 464 (2) of the Local Government Act

GIVEN THIRD READING this 30th day of November 2020.

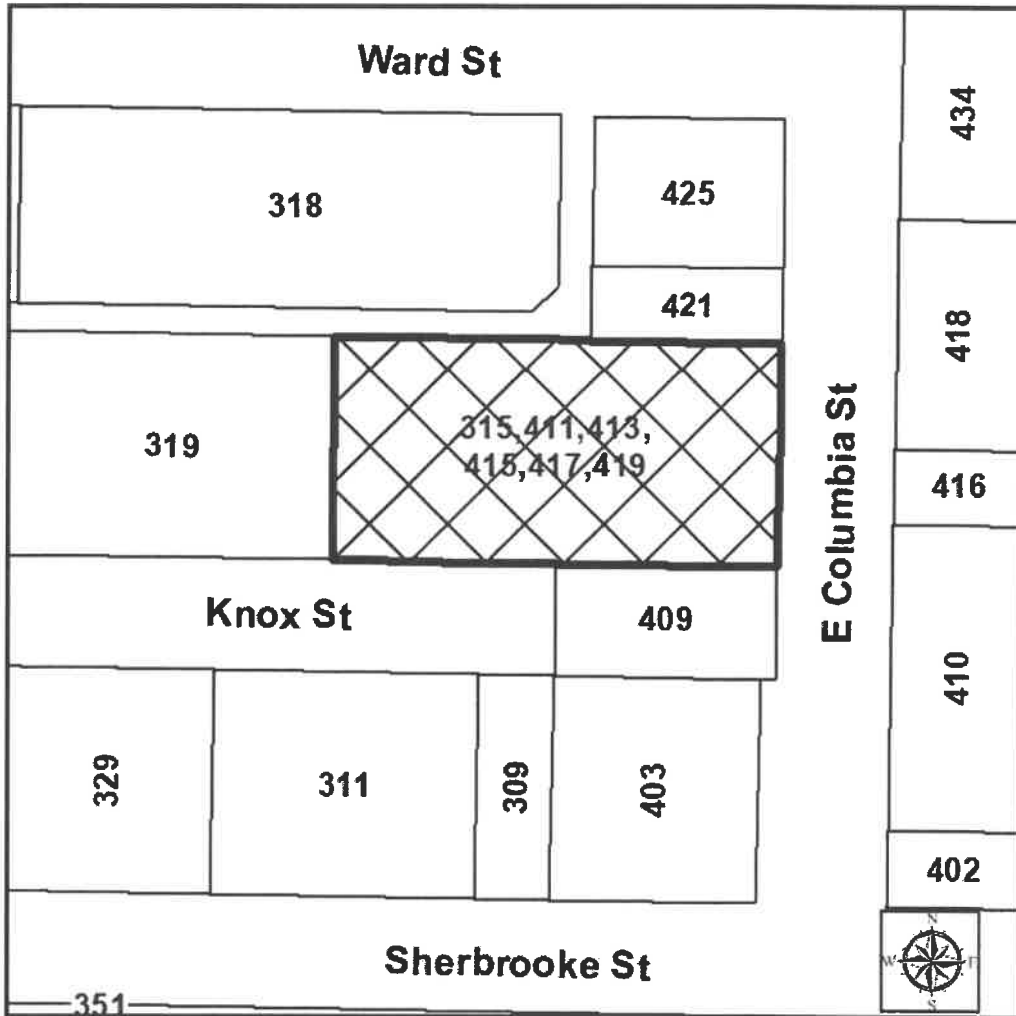
ADOPTED this day of , 2020.

MAYOR JONATHAN X. COTE

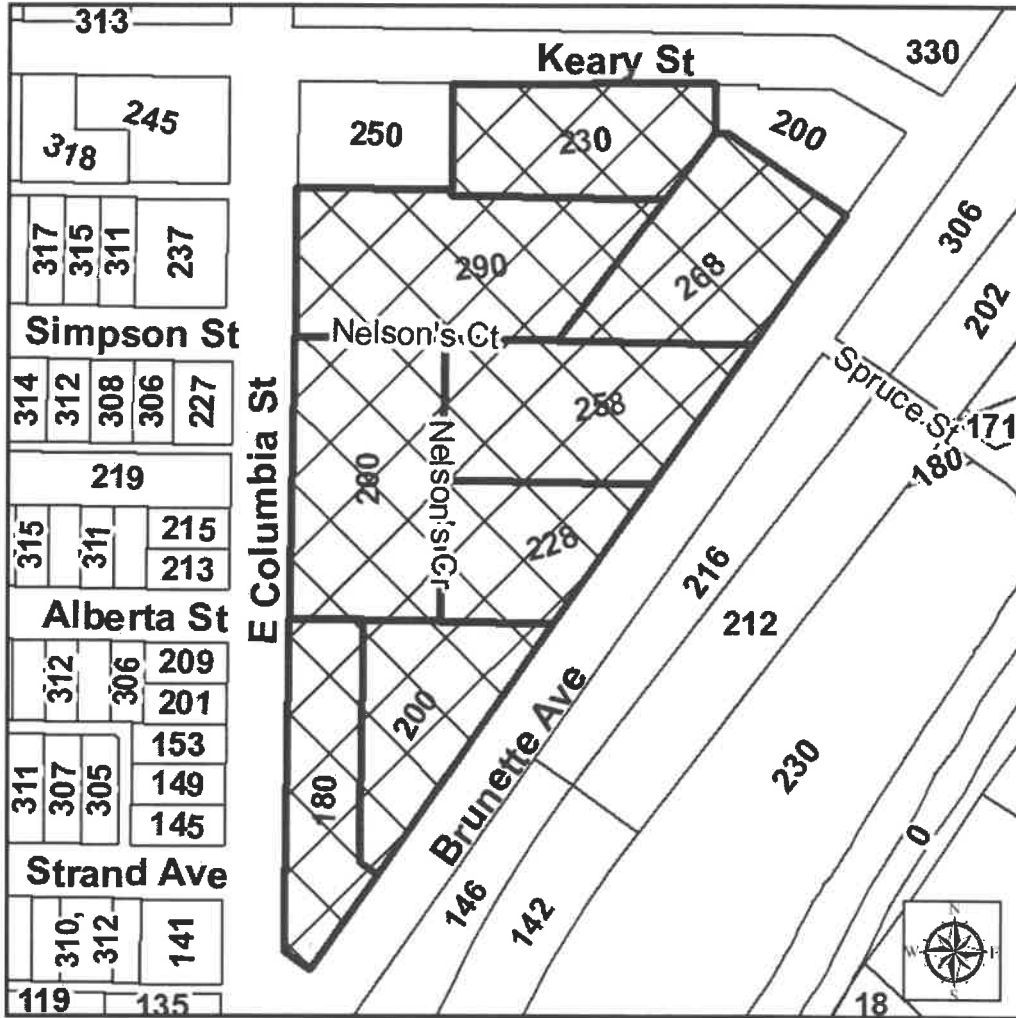
JACQUE KILLAWEE, CITY CLERK



SCHEDULE A: COMPREHENSIVE DEVELOPMENT DISTRICTS (COLUMBIA STREET EAST) (CD-57)



SCHEDULE B: COMPREHENSIVE DEVELOPMENT DISTRICT (BREWERY DISTRICT) (CD-52)



SCHEDULE C: SERVICE STATION DISTRICT (CS-2)



Service Station Districts (CS-2)

551 Service Station District (CS-2)

551 .1 The intent of this district is to allow for automobile oriented services and other uses which may require larger sites and involve increased outdoor activity and noise.

Permitted Principal and Accessory Use

551 .2 The following principal and accessory uses are permitted in the CS-2 zoning district. For uses accompanied by a checkmark, there are conditions of use contained within this zoning district, or within the General or Special Regulations section of this Bylaw.

Permitted Principal Uses	Use Specific Regulation
Automobile, Truck, Motorcycle and Boat Re-fuelling, Re-charging, Repair, Service, Inspection and Cleaning.	✓

Permitted Accessory Uses	Use Specific Regulation
<i>Retail stores</i>	✓
<i>Cafes and restaurants</i>	✓

Conditions of Use

551 .3 Re-fuelling, Re-charging, Repair, Service, Inspection and Cleaning includes minor running repairs but excludes any repair of heavy vehicles or machinery, or automobile wrecking or storage of damaged vehicles.

551 .4 Repair, Service, Inspection and Cleaning uses must be fully enclosed within a building and no uses related to these function are permitted on open sites

551 .5 Retail stores:
(a) shall not include the sale of used goods; and
(b) must be fully enclosed with a building, excluding a maximum of 9.2 square meters (100 sq. ft.) of exterior product display area.

551 .6 Cafes and restaurants:



Service Station Districts (CS-2)

- (a) shall not include drive-in and drive-through restaurants;
- (b) are limited to 140 square metres (1,500 sq. f.t) in floor area, excluding any uncovered areas for outdoor dining;
- (c) may include an exterior pedestrian pick-up window or counter to serve an outdoor dining area; and
- (d) are permitted on the ground or upper floor of the principal building;

Site Area

551 .7 A site area shall be at least 929 square metres (10,000 square feet).

Principal Building Envelope

551 .8 All principal buildings and structures shall be sized and sited according to the following:

Regulation	Requirement
Maximum Height	9.15 metres (30 feet) and two storeys.
Site Coverage	All principal and accessory buildings, in total, shall not cover more than forty percent (40%) of the site area above grade level.
Minimum Front Setback	No <i>front setback</i> required.
Minimum Side Setback	No side setback required unless: <ul style="list-style-type: none"> (a) the side setback abuts a lot used exclusively for residential purposes, then the side setback must not be less than 3.05 metres (10 feet).
Minimum Rear Setback	3.05 metres (10 feet), unless: <ul style="list-style-type: none"> (a) the rear setback abuts a lot used for residential purposes, then the rear setback must not be less than 20% of the depth of the <i>lot</i>, but need not exceed 7.62 metres (25 feet).



Service Station Districts (CS-2)

Pump Islands	All pump islands shall be set back not less than 4.57 metres (15 feet) from property lines and landscape setbacks described below.
Landscaping	All setback shall be suitably landscaped and the required landscaping shall be well maintained at all times.

Fencing and Vision Clearance Requirements

- 551 .9 Fencing and vision clearance shall comply with the provisions of the Fence requirements in the General Regulations section of this bylaw.

Off-Street Parking and Loading Requirements

- 551 .10 Off-Street parking shall be provided in accordance with the provisions of the Off-Street Parking Regulations section of this Bylaw
- 551 .11 Off-Street loading shall be provided in accordance with the provisions of the Off-Street Loading Regulations section of this Bylaw