

A vibrant, compassionate, sustainable city that includes everyone.

#### CITY COUNCIL MEETING AGENDA

#### Monday, June 27, 2022, 5:45 p.m. Meeting held electronically and open to public attendance Council Chamber, City Hall

We recognize and respect that New Westminster is on the unceded and unsurrendered land of the Halkomelem speaking peoples. We acknowledge that colonialism has made invisible their histories and connections to the land. As a City, we are learning and building relationships with the people whose lands we are on.

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 <a href="http://www.newwestcity.ca/council">http://www.newwestcity.ca/council</a>

1.	CALL TO ORDER AND LAND ACKNOWLEDGEMENT		
	The Mayor will open the meeting and provide a land acknowledgement.		

- 2. <u>CHANGES TO THE AGENDA</u> Urgent/time sensitive matters only
- 3. PRESENTATION 5:45 PM
  - 3.1. 2021 Annual Report
    - a.Presentation (On Table)7b.Statement concerning the number of written submissions25received, including On Table submissions (City Clerk)25
      - c. Council consideration of the 2021 Annual Report
- 4. END OF PART 1 RECESS
- 5. RESTART FOR PART 2 FOLLOWING THE PUBLIC HEARING
- 6. BYLAWS CONSIDERED AT THE PUBLIC HEARING
  - 6.1. Zoning Amendment Bylaw (735 Eighth Avenue) No. 8341, 2022

To allow a Liquor Primary licence as a permitted use at 735 Eighth Avenue (Massey Theatre). This bylaw is on the agenda for **THIRD READING** and **ADOPTION**.

6.2.	Heritage Revitalization Agreement (108-118 Royal Avenue and 74-82 First Street) Bylaw No. 8339, 2022 This bylaw will enable the development of a six to eight storey multiple unit residential building with 189 stratified residential units and a density of 3.29 FSR in exchange for the retention, on-site relocation, restoration, and protection of the Woods House (1890) at 82 First Street. This bylaw is on the agenda for THIRD READING.	32
6.3.	Heritage Designation (82 First Street) Bylaw No. 8340, 2022 This bylaw will legally protect the Woods House (built 1890) at 82 First Street and designate it as protected heritage property. This bylaw is on the agenda for THIRD READING.	173
6.4.	Road Closure Bylaw and Land Disposition (Windsor Street) Bylaw No. 8350, 2022 This bylaw will authorize the sale and closure of a 404.7 square metres portion of Windsor Street. This bylaw is on the agenda for THIRD READING.	178
6.5.	Road Closure and Dedication Removal (Queensborough Eastern Neighbourhood Node) Bylaw No. 8347, 2022 This bylaw will close two surplus roads in the Queensborough Eastern Neighbourhood Node, which will allow them to be sold and zoned for development. This bylaw is on the agenda for THIRD READING.	182
6.6.	Zoning Amendment (Blackley Street) Bylaw No. 8351, 2022 This bylaw will zone two surplus roads in the Queensborough Eastern Neighbourhood Node, which will be closed and consolidated with adjacent properties with the same zoning in order to facilitate development in the Node. This bylaw is on the agenda for THIRD READING.	186

#### 7. 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.

	To seek Council's approval of the 2021 Statement of Financial Information.	
	<b>Recommendation:</b> That Council receive and approve the attached 2021 Statement of Financial Information.	
7.2.	Amendments to the Elections Procedures Bylaw No. 7985, 2018 To provide clarifications to electors, staff and the courts regarding Special Voting Opportunities (SVOs) and mail ballot voting for local government elections.	247
	Recommendation: THAT Council give three readings to Elections Procedures Bylaw Amending Bylaw No. 8355, 2022, as set out in Attachment 1.	
7.3.	Approval of Climate Action Reserve Fund Bylaw No. 8321, 2022 The purpose of this report is to seek Council's approval of the Climate Action Reserve Fund Bylaw.	262
	Recommendation: THAT Council give three readings to Climate Action Reserve Fund Bylaw No. 8321, 2022.	
7.4.	Development Approval Procedures Amendment Bylaw No. 8342, 2022 and Delegation Amendment Bylaw No. 8344, 2022: Bylaws for Three Readings To seek Council consideration of three readings of Bylaw No. 8342, 2022 and Bylaw No. 8344, 2022 to allow delegation of minor Development Variance Permits to the Director of Climate Action, Planning and Development.	269
	Recommendation: THAT Council give three readings to Bylaw No. 8342, 2022 to amend Development Approval Procedures Bylaw No. 5658, 1987 to delegate minor Development Variance Permits to the Director of Climate Action, Planning, and Development; and	
	<b>THAT</b> Council give three readings to Bylaw No. 8344, 2022 to amend Delegation Bylaw No. 7176, 2015 to delegate minor Development Variance Permits to the Director of Climate Action, Planning, and Development.	
7.5.	<b>Diversity, Equity, Inclusion and Anti-Racism (DEIAR) Framework</b> To provide Council with the Diversity, Equity, Inclusion and Anti-Racism (DEIAR) Framework and a set of proposed next steps.	280

#### **Recommendation:**

THAT Council receive this report for information.

#### 7.6. eMobility Strategy: Adoption

To seek Council adoption of the eMobility Strategy.

#### **Recommendation:**

- 1. THAT Council adopt the eMobility Strategy;
- 2. **THAT** staff be directed to identify and advance actions in the eMobility Strategy that can be implemented within the existing staffing capacity and budget resources; and
- 3. **THAT** staff be directed to bring forward eMobility Strategy funding requests for consideration in the 2023 budget process, including the recommendation to create a new staff position to oversee the implementation of the eMobility Strategy.

## 7.7. Komagata Maru Dock water lot lease agreement renewal – Amending Agreement No. NEW326-10551F-002

To seek Council authorization to enter into a Lease agreement with the Vancouver Fraser Port Authority and to authorize the Mayor and City Clerk to sign, for the water lot within which the Komagata Maru Dock in Queensborough is located.

#### **Recommendation:**

**THAT** Council authorize the Mayor and City Clerk, on behalf of the City of New Westminster, to execute Amending Agreement No. NEW326-10551F-002 between the City of New Westminster and Vancouver Fraser Port Authority as provided in Attachment #1 of this report.

#### 7.8. Proposed Redistribution of Federal Electoral Districts 2022

The Electoral Boundaries Commission for BC is proposing realigning the Federal electoral boundaries for New Westminster and creating two separate electoral districts. Staff are recommending a letter be sent to the Electoral Boundaries Commission for British Columbia expressing concerns with the proposed redistribution.

#### **Recommendation:**

**That** Council request staff to issue a letter to the Electoral Boundaries Commission for British Columbia (BC) expressing concerns with the proposed redistribution of federal electoral districts to create two electoral districts in New Westminster: New Westminster-Bridgeview and Richmond East.

## 7.9. Temporary Working Space Agreement (GVSD590) for 590 Blackberry Drive

To seek Council's authorization to enter into a Temporary Working Space Agreement with Greater Vancouver Sewerage and Drainage District and Onni Development (Victoria Hill) Corp. (the "Onni").

#### **Recommendation:**

**THAT** Council approve the Temporary Working Space Agreement for

419

377

execution by the Mayor and City Clerk as outlined in this report.

#### 7.10. Minutes for Adoption

- a. June 13, 2022 City Council Meeting (9:00 a.m.) 431
- b. June 13, 2022 City Council Meeting (6:00 p.m.) 433

#### 8. BYLAWS

- 8.1. Bylaws for rescindment and re-reading
  - a. Housing Agreement (823-841 Sixth Street) Bylaw No. 8316, 455 2022

To enter into a housing agreement to secure 96 non-market rental units.

To facilitate the project at 823-841 Sixth Street, the multiple properties are being consolidated into one property. This process resulted in a change to the legal description and Parcel Identifier (PIDs), which took place at the same time the Housing Agreement Bylaw was being considered. There is a legal requirement that the Housing Agreement, and therefore the bylaw, reference the correct legal descriptions and PID. Therefore staff are questing that Council rescind this Bylaw's third reading and that the corrected Bylaw be given a third reading.

## THAT THIRD READING of Bylaw No. 8316, 2022 be RESCINDED.

THAT Bylaw 8316, 2022, as amended, be given THIRD READING.

#### 8.2. Bylaws for readings

475 Elections Procedures Amendment Bylaw No. 8355, 2022 a. To provide clarifications to electors, staff and the courts regarding Special Voting Opportunities (SVOs) and mail ballot voting for local government elections. This bylaw is on the agenda for THREE READINGS. 477 Climate Action Reserve Fund Bylaw No. 8321, 2022 b. A Bylaw to establish a Reserve Fund in support of the City of New Westminster's commitment to greenhouse gas reduction targets for the City's corporate operations and the community. This bylaw is on the agenda for THREE READINGS. 480 Development Approval Procedures Amendment Bylaw No. C. 8342, 2022

To allow the delegation of minor Development Variance Permits

to the Director of Climate Action, Planning and Development. This bylaw is on the agenda for **THREE READINGS**.

 Delegation Amendment Bylaw No. 8344, 2022
 To allow the delegation of minor Development Variance Permits to the Director of Climate Action, Planning and Development. This bylaw is on the agenda for THREE READINGS.

#### 8.3. Bylaws for adoption

Parks and Recreation Fees Amendment Bylaw No. 8343, 2022
 A bylaw to set the Parks & Recreation Fees and Charges for 2023. This bylaw is on the agenda for ADOPTION.

#### 9. NEW BUSINESS

#### 10. ANNOUNCEMENTS FROM MEMBERS OF COUNCIL

#### 11. 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. 485

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**ON TABLE** City Council Meeting June 27, 2022 re: Item 3.1

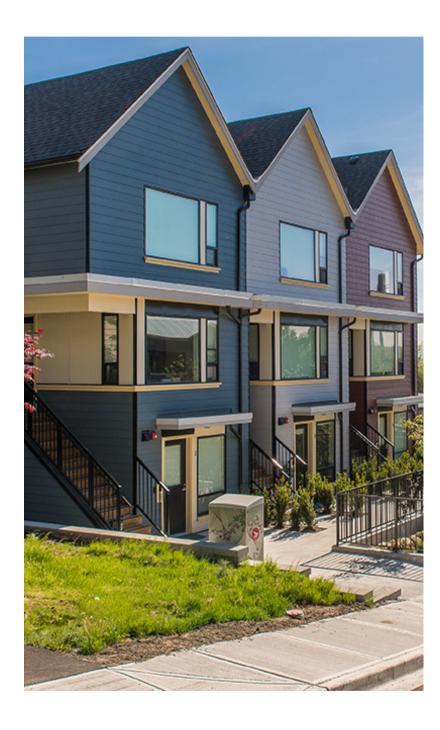
# CITY OF NEW WESTMINSTER ANNUAL REPORT 2021

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# ACCOMPLISHMENTS BY STRATECIC PRORITY



# **AFFORDABLE HOUSING AND CHILD CARE**



## Housing

- Approved 206 units of affordable and supportive rental housing
- Created extreme weather response beds for the unsheltered
- Started work on the Homelessness Action Strategy
- Successfully defended our Rental Units Bylaw Amendment

# **Child Care**

- Created 101 new child care spaces in Queensborough
- Approved 25 new child care spaces in Sapperton
- Started approvals for 90 new before-and-afterschool care spaces throughout the city



# **CULTURE AND ECONOMIC DEVELOPMENT**



### **Arts**

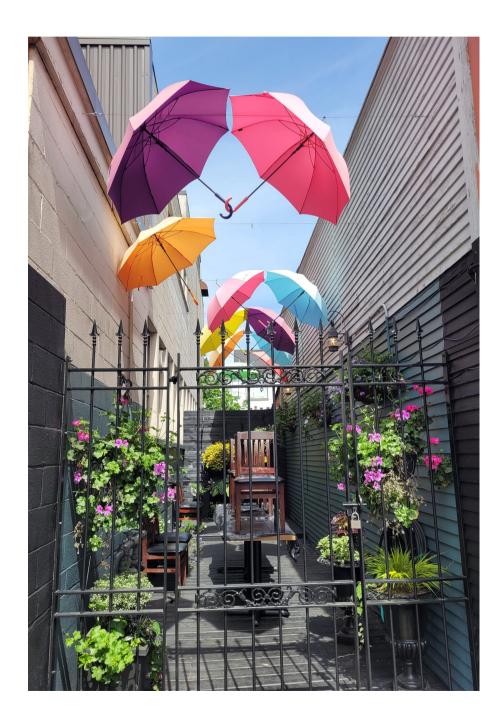
- Revised Public Art Policy to diversify the selection process
- Reactivated foundational arts programming • Presented programming as part of Shine Bright New West
- Curated critically acclaimed interactive exhibitions featuring artists from eight countries
- Produced free online art and technology education videos

## **Museum and Archives**

- Welcomed students to meet with artist and guest curator, Johnny Banduar on the exhibition, *The 215*
- Presented *Our Living Languages*, a exhibition celebrating the resilience and diversity of BC's Indigenous languages



# **CULTURE AND ECONOMIC DEVELOPMENT**



## **Economic Development**

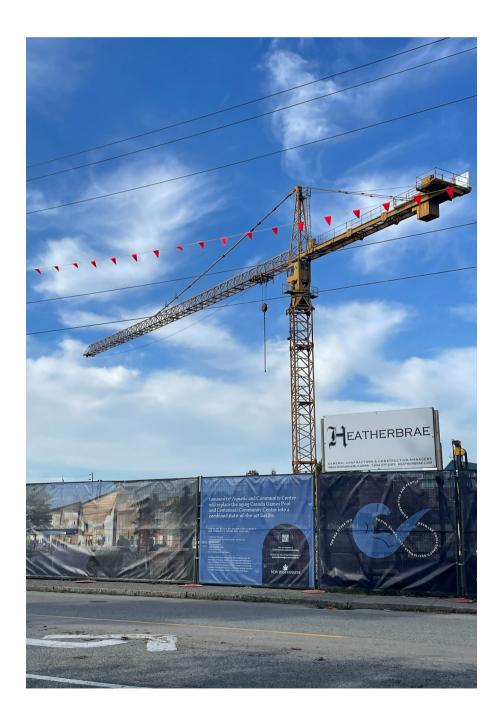
- Implemented the *Future Forward* Economic **Development Plan**
- Engaged the business community through educational webinars to aid in pandemic recovery
- Commenced development of the Retail Strategy
- Supported economic recovery in the hospitality sector with the development of patio program

# ENVIRONMENT **AND CLIMATE**



- Advanced work on the eMobility Strategy and the **Biodiversity and Natural Areas Strategy**
- Updated the Community Energy and Emissions Plan (CEEP)
- Improved energy performance in houses as a result of the Energy Save New West High Performance New Homes Program
- Completed upgrades to ice plants at our arenas saving 105,000 kwh of electricity annually and reduced the amount of ammonia required by 75%

# FACILITIES, INFRASTRUCTURE **AND PUBLIC REALM**



- Commenced construction on təməsewtx<sup>w</sup> Aquatic and Community Centre
- Acquired Massey Theatre and complex
- Commenced construction on the Queensborough substation
- Completed new park spaces and amenities in Ryall Park, Queen's Park, and Quayside



# **RECONCILIATION, INCLUSION, AND ENGAGEMENT**



- Commenced recruitment for an Indigenous Relations Advisor
- Completed naming engagement process for təməsewtx<sup>w</sup> Aquatic and Community Centre
- Hosted Community Action Network Training Program
- Prepared Sanctuary City Policy
- Hosted community programs that supported diversity and Indigenous culture

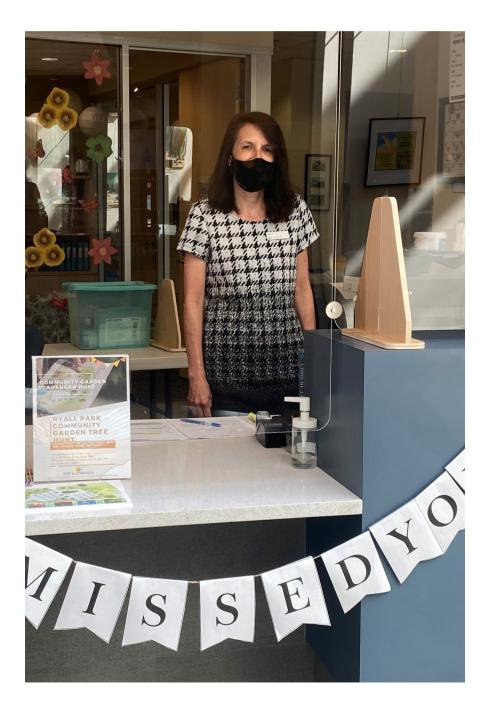


# SUSTAINABLE TRANSPORTATION



- Initiated planning and design for traffic safety improvements around schools
- Engaged on the Agnes Greenway project, the Rotary Crosstown Greenway, and the NWSS cycling connector
- Completed a new multi-use pathway in Moody Park

# ORGANIZATIONAL EFFECTIVENESS



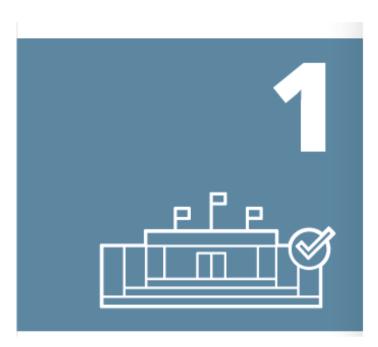
## Accomplishments

- Created a new one-stop-shop customer service counter
- Launched online business license application system
- Expanded online building permit intake and review process
- Initiated e-government calls-for-service platform
- Completed the engagement phase for the Diversity, Inclusion, Equity, and Anti-Racism (DEIAR) Framework
- Commenced implementation of a new applicant tracking system to improve the recruitment process
- Adapted service delivery to address COVID-19 restrictions

mer service counter pplication system take and review

vice platform for the Diversity, DEIAR) Framework ew applicant tracking process COVID-19





# **CARBON FREE CORPORATION**

#### Short-Term Target

The City of New Westminster will reduce its overall carbon footprint and will strive to achieve net zero carbon emissions by 2030.

#### Accomplishments

- Undertook deep energy retrofits and energy efficient upgrades for civic buildings, resulting in reduced GHG emissions ahead of targeted rate
- Completed construction on the Queen's Park Sportsplex, the first net-zero carbon emissions building constructed by the City

#### **Initiated and Ongoing**

- Implementing the Corporate Energy and Emissions Reduction Strategy (CEERS 2020)
- Advancing fleet decarbonization

# **CAR LIGHT COMMUNITY**

#### Short-term target

The City aims to accelerate the Master Transportation Plan targets in order to achieve 60 percent of all trips within the City be made by sustainable modes of transportation (walk, transit, bike, multi-occupant shared) by 2030.

#### Accomplishments

- bylaw
- to begin in summer 2022

#### **Initiated and Ongoing**

- parking requirements



Adopted an ongoing remote working program

Updated bicycle parking requirements for new development in the zoning

Established an e-bike program, including e-bike training for fire inspectors,

· Continuing to update the zoning bylaw with a focus on revised vehicle

Improving traffic safety in school zones



## **CARBON FREE HOMES** AND BUILDINGS

#### Short-Term Target

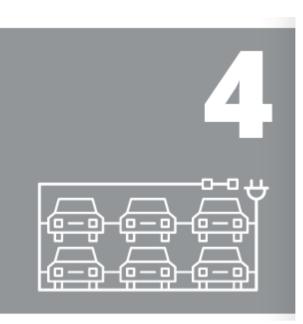
Community carbon emissions for all homes and buildings will be reduced significantly. By 2030, all new and replacement heating and hot water systems will be zero emissions.

#### Accomplishments

- Increased community participation in Energy Save New West programs
- Launched the Empower Me energy savings initiative

#### **Initiated and Ongoing**

- Continuing work and engagement on the Community Energy and Emissions Plan (CEEP)
- Initiated Heat Pump Pilot Program (Pumping Up Savings in Heat (PUSH))
- Collaborating with Metro Vancouver to create a new Strata Energy Advisor program for multi-unit residential buildings



# **POLLUTION-FREE VEHICLES**

#### **Short-Term Target**

By 2030, 50 percent of kilometres driven by New Westminster registered vehicle owners will be in zero emissions vehicles.

#### Accomplishments

#### **Initiated and Ongoing**

Replaced three BCIT electrical vehicle chargers with Level 2 flow chargers

• Implemented user fees for EV chargers, which supports increased charger availability by encouraging proper turn over

• Increased municipal electric fleet by four vehicles

• Continuing maintenance of EV chargers throughout the city

Advancing development of the e-Mobility Strategy

Continuing to replace end-of-life vehicles with low-emission vehicles



# **CARBON-FREE ENERGY**

#### Short-Term Target

The City of New Westminster will invest in a small electrical grid in order to accommodate the required rapid conversion to building and vehicle electrification.

#### Accomplishments

Commenced construction of new Queensborough substation

#### **Initiated and Ongoing**

- Continuing to repair and replace aging infrastructure and expand where needed
- Continuing Advanced Metering Infrastructure (AMI) implementation



# **ROBUST URBAN FOREST**

#### **Short-Term Target**

New Westminster's urban forest canopy cover will be increased to 27 percent by 2030 to support the removal of 4,050 tonnes of carbon pollution every year and increase our forest's carbon storage capacity by 50 percent.

#### Accomplishments

- Developed a Master Plan for Hume Park •
- Planted 843 trees that increased the city's tree inventory

#### **Initiated and Ongoing**

- •
- •

 Re-greened Brow of the Hill neighbourhood with 50 new street trees and installed raised pollinator planters

Continuing to plant up to 25,000 trees in the city's natural areas

- Began work on the Urban Reforestation and Biodiversity
- Enhancement Initiative



# **QUALITY PEOPLE-CENTRED PUBLIC REALM**

#### Short-term target

The City will reallocate a minimum of 10 percent of today's street space that currently only serves motor vehicles, excluding transit, for sustainable transportation or public gathering by 2030. The natural environment will be integrated with the public realm.

#### Accomplishments

- Completed new park spaces and amenities, including the Ryall Park Learning Garden; Queen's Park play tower replacement, Quayside Tugger replacement, Sportsplex plaza, and Queen's Park bike skills park
- Reallocated street space on East Columbia Street through the pavement management program
- Facilitated the establishment of new street patios

#### **Initiated and Ongoing**

- Continuing planning and engagement for the Uptown Active Transportation Improvements project
- Continuing to make improvements to the Sixth Street streetscape
- Continuing work on the Agnes Street Greenway project
- Preparing for the reallocation of street space on Eighth Street adjacent to Moody Park
- Initiated plans to increase width of sidewalk on Sixth Avenue in Uptown



# **CITY BY THE** NUMBERS

# Library

## 171.733

VISITORS TO BOTH LOCATIONS, AVERAGING **46 VISITORS PER HOUR** 

454,918

PHYSICAL ITEMS AND 170.855 eCOLLECTION ITEMS BORROWED, AVERAGING 121 ITEMS PER HOUR

21,697 SESSIONS ON THE PUBLIC INTERNET COMPUTERS

3,308 NEW LIBRARY CARDS ISSUED

4,700 ADULTS, TEENS, AND CHILDREN ATTENDED LIBRARY PROGRAMS

# **Fire and Rescue** Services

6,052 TOTAL CALLS

3 EXPLOSIONS

262 FIRES

34 HAZ-MAT SITUATIONS

2,941 MEDICAL CALLS

280 MOTOR VEHICLE ACCIDENTS

# Parks and Recreation

263 TREES SOLD AT THE ANNUAL TREE SALE EVENT

63 TREES ADOPTED THROUGH THE ADOPT-A-STREET TREE PROGRAM

843 TREES PLANTED ON CITY-OWNED LAND

43,275 HOURS OF DROP-IN SERVICES TO 168,012 PARTICIPANTS

18,554 HOURS OF REGISTERED PROGRAMS TO 15,059 PARTICIPANTS

1,100

HANGING BASKETS (500 MADE BY STAFF, 600 MADE BY COURSE PARTICIPANTS)

70,000 SUMMER BEDDING PLANTS GROWN

35,000 WINTER BEDDING PLANTS GROWN

OF VEGETABLES GROWN AND DONATED TO THE LOCAL FOOD HAMPER PROGRAM

10.000 SUCCULENTS GROWN

900 POINSETTIAS GROWN

# Climate Action, Planning and Development

BUILDING PERMITS ISSUED

11,405 BUILDING AND PLUMBING INSPECTIONS

AFFORDABLE AND SUPPORTIVE HOUSING UNITS APPROVED

190 NEW CHILD CARE SPACES CREATED

185 TREE PERMITS ISSUED

**120** PARTICIPANTS IN THE ENERGY SAVE NEW WEST EXISTING HOMES PROGRAM \$349,852,519.76 IN BUILDING PERMIT VALUES



SHELTER SPACES CREATED

BUILDINGS PROTECTED BY HERITAGE DESIGNATION

LANEWAY HOUSE PERMITS ISSUED

3,616 BUSINESS LICENCES ISSUED

# Engineering

1.7 KM SEWER SEPARATION COMPLETED

0.6 KM WATER MAINS REPLACED

2.5 KM OF PAVEMENT INSTALLED

**285** M SIDEWALKS REPAIRED/ REHABILITATED

362 STREET LIGHTS REPAIRED

420 ACTION REQUESTS RESPONDED TO OR COMPLETED

**231** ANIMALS RECEIVED CARE

111 PETS ADOPTED

**13,260** DECALS AND SIGNS FABRICATED 739 STREET OCCUPANCY PERMITS GRANTED

3,066 PARKING PERMITS ISSUED

**26,776** Q TO Q FERRY TRIPS



GRADE 6 AND 7 STUDENTS TRAINED IN CYCLING SKILLS AND SAFETY (FUNDED BY THE CITY OF NEW WESTMINSTER)

97,911 SQUARE FEET OF FACILITY SPACE ADDED

**1,695** METRIC TONNES OF RECYCLING DIVERTED FROM THE LANDFILL

5,259 METRIC TONNES OF ORGANICS DIVERTED FROM THE LANDFILL

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# **READ THE FULL REPORT AT newwestcity.ca/annualreport**



#### 3.1 2021 Annual Report

Written Submissions							
Name	Correspondence Date	Date Received	#				
Christopher Bell	June 27, 2022	ON TABLE	C-1				

**ONE** written submission has been received On Table.

#### MY COMMENTS & QUESTIONS ON 2021 FINANCIAL STATEMENTS

From

Christopher Bell #### Nanaimo Street New Westminster, BC

Hello Mayor & Council,

Firstly, I will comment on how strongly opposed I am to the City's new permanent policy to make an "Opportunity To Be Heard" just an "Opportunity To Write" the City with one's comments, concerns and questions.

There is a far difference between sitting in the council chamber (at the delegation table) and expressing one's views, versus sending comments in writing. Verbal comments said as a delegation at council have more impact than written comments that just merge with thousands of other emails and letters that are sent to mayor and council.

I believe this new restriction, on not being able to comment on the Financial Statements as a delegation at a council meeting, a form of "cancelling opinion".

New Westminster citizens no longer have the right to sit in front of council as a delegation (to look at each councillor) and voice their opinions and concerns (on the financial statements) directly to council.

I would ask that, at least when the Financial Statements are annually being discussed, real **Opportunities To Be Heard** are re-established.

Moving on to my comments and questions on the 2021 Financial Statements. I will work briefly through each topic that caught my interest and hope answers are forthcoming from council and City staff.

#### təməsewtx<sup>w</sup> Aquatic and Community Centre

Would the City please inform me what the total hard and soft construction costs were for the təməsewtx<sup>w</sup> Aquatic and Community Centre in the 2021 financial year? Where would I find this information (sources of TACC funding) in the 2021 financial statments being reviewed tonight? What were the sources of funding for the TACC last year (2021) ... reserve funds ... General Fund ... other sources? Were any adjustments made last year to the 2021-2025 Five Year Financial Plan Bylaw's Capital Budget to increase the TACC capital budget (as has recently occurred)?

#### PROCESS FOR COUNCIL APPROVING SPENDING MONEY FROM RESERVES

The 2021 Financial Plan shows significant instances of money being removed from reserves set aside by council.

What is the process that council follows to remove money from reserves and is this process a public one or a "in camera" one. There may be a public expectation that these actions are not to be an "in camera" process. Such actions taken "in camera" may be seen by the public as secretive and opaque as the public has no awareness of the withdrawal of money from city reserves. Does the Community Charter require councils to bring spending motions (related to depleting reserves) out of "in camera" and be put on the public record.?

- Facility Replacement Reserve TACC
   This reserve was drawn down to zero from \$8.23 million dollars sometime in 2021. When and how was this reserve drawn down to zero by council?
- General Fund Provisions Reserve
   This reserve was drawn down \$13 million dollars sometime in 2021 (from 22 million dollars down to 9 million dollars). What were these reserve funds used for? When and how did council authorize spending from this reserve?

#### WHAT DOES COUNCIL DO WHEN DEPARTMENTS GO OVER BUDGET?

Finally, I will close with my comments on overspending City departments and council's oversight over department spending.

The Parks and Recreation Department 2021 budget was \$21.57 million dollars but the Parks and Recreation Department spent \$24.75 million dollars in 2021, meaning the department overspent their 2021 budget by a whopping \$3.18 million dollars (14.5% more than their budget allowed)

What happened? Where was this extra \$3.18 million dollars spent? It would appear that most of our 2021 tax increase went to cover the Parks & Recreation Department's over expenditures, yes? What is council's oversight of their departments' budgets once a department overspends their allotted budget for the year? Why was the 2021-2025 Five Year Financial Plan Bylaw not amended to legitimize further spending once the department went into an over expenditure situation? Has the 2021-2025 Five Year Financial Plan Bylaw been amended to "legalize" the Parks & Recreation Department's over expenditures in 2021?

Will the Parks & Recreation Department have their overspending rewarded by having the \$24.75 million dollars they spent in 2021 as their new baseline for the 2022 financial year? Is it that department directors know that their overspending ways can be covered by the annual surplus? Where does the Director Of Finance's oversight over department spending fit into the financial picture? Where does council's oversight of it's departments spending fit into the financial picture?

I conclude that I wish this Opportunity to Write to council about the 2021 Financial Statements had been an Opportunity to Be Heard as a delegation at council.

Thank you.

Christopher Bell #### Nanaimo Street New Westminster BC

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#### CORPORATION OF THE CITY OF NEW WESTMINSTER

#### ZONING AMENDMENT BYLAW (735 EIGHTH AVENUE) NO. 8341, 2022

A Bylaw to Amend Zoning Bylaw No. 6680, 2001.

WHEREAS the Local Government Act authorizes a municipality to zone areas of land and to make regulations pursuant to zoning;

WHEREAS the Council has adopted a zoning bylaw under Part 14 of the Local Government Act, and wishes to amend the bylaw;

NOW THEREFORE THE CITY COUNCIL of the Corporation of the City of New Westminster in open meeting assembled ENACTS AS FOLLOWS:

- 1. This Bylaw may be cited for all purposes as "Zoning Amendment Bylaw (735 Eighth Avenue) No. 8341, 2022".
- 2. Zoning Bylaw No. 6680, 2001 is hereby amended as follows:
  - a) Inserting the following into the table in Appendix H in appropriate alphabetical order:

<b>Business Name</b>	<b>Civic Address</b>	Occupant Load	Legal Description
'Massey Theatre	735 Eighth	1,819 (which can be	LOT A,
Society'	Avenue	increased by 364	DISTRICT LOT
		provided that the	2055, NEW WEST
		additional occupants are	DISTRICT, PLAN
		solely in the Studio 1C	EPP109420,
		gymnasium)	GROUP 1, & DL
			5678

GIVEN FIRST READING this <u>30th</u> day of <u>May</u>, 2022.

GIVEN SECOND READING this <u>30th</u> day of <u>May</u>, 2022.

PUBLIC HEARING held this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GIVEN THIRD READING this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ADOPTED and the Seal of the Corporation of the City of New Westminster affixed this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

#### MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK

#### THE CORPORATION OF THE CITY OF NEW WESTMINSTER HERITAGE REVITALIZATION AGREEMENT (108-118 Royal Avenue and 74-82 First Street) BYLAW NO. 8339, 2022

#### A Bylaw to enter into a Heritage Revitalization Agreement under Section 610 of the *Local Government Act*

WHEREAS the City of New Westminster and the owner of the properties located at 74 First Street, 82 First Street, 108 Royal Avenue, 112 Royal Avenue, 114 Royal Avenue and 118 Royal Avenue in New Westminster wish to enter into a Heritage Revitalization Agreement in respect of the properties;

NOW THEREFORE, the Council of the City of New Westminster enacts as follows:

#### Citation

1. This Bylaw may be cited as "Heritage Revitalization Agreement (**108-118 Royal Avenue and 74-82 First Street**) Bylaw No. 8339, 2022".

#### Heritage Revitalization Agreement

2. The City of New Westminster enters into a Heritage Revitalization Agreement with the registered owners of the properties located at:

74 First Street, New Westminster, and legally described as:

PID: 003-959-252 NORTHERLY 60 FEET LOT 18 BLOCK 32 PLAN 2620 HAVING A FRONTAGE OF 60 FEET ON FIRST STREET BY A UNIFORM DEPTH OF 132 FEET AND ADJOINING LOTS 16 AND 17

and

PID: 012-912-441 LOT 18 EXCEPT: NORTHERLY 60 FEET HAVING A FRONTAGE OF 60 FEET ON FIRST STREET WITH A UNIFORM WIDTH THE FULL DEPTH OF LOT AND ADJOINING LOTS 16 AND 17, BLOCK 32 PLAN 2620

82 First Street, New Westminster, and legally described as: PID: 007-604-084 LOT "C" BLOCK 32 PLAN 12722

108 Royal Avenue, New Westminster, and legally described as: PID: 009-735-542 LOT "B" BLOCK 32 PLAN 12722

- 112 Royal Avenue, New Westminster, and legally described as: PID: 012-912-433 LOT 15 BLOCK 32 PLAN 2620
- 114 Royal Avenue, New Westminster, and legally described as: PID: 001-316-842 LOT 14 BLOCK 32 PLAN 2620
- 118 Royal Avenue, New Westminster, and legally described as: PID: 003-901-467 LOT 13 BLOCK 32 PLAN 2620

and

No PID NMBR THAT PART OF BLOCK 32 SHOWN AS ROAD TO BE CLOSED ON PLAN EPP121184.

(together, the "Lands")

- 3. If the City and the registered owners of the Lands enter into a road closure and land exchange agreement and the registered owners of the Lands acquire, and consolidate with the Lands, a part of the Windsor Street (the "Closed Road") as shown in Appendix 7, the Heritage Revitalization Agreement will apply to the Closed Road.
- 4. The Mayor and City Clerk are authorized on behalf of the City of New Westminster Council to sign and seal the Heritage Revitalization Agreement attached to this Bylaw as Schedule "A".

READ A FIRST TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

READ A SECOND TIME this 13th day of June 2022.

PUBLIC HEARING held this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

ADOPTED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK

#### SCHEDULE "A"

#### HERITAGE REVITALIZATION AGREEMENT (108-118 Royal Avenue and 74-82 First Street)

THIS AGREEMENT dated for reference the 27<sup>th</sup> day of May, 2022 is

**BETWEEN:** 

**TPL DEVELOPMENTS ROYAL INC.**, Inc. No. BC1103289, 200-1111 West Hastings Street, Vancouver, BC V6E 2J3

(the "Owner")

#### AND:

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER**, City Hall, 511 Royal Avenue, New Westminster, BC V3L 1H9

(the "City")

#### WHEREAS:

A. The Owner is the registered owner in fee simple of the land and all improvements located at:

74 First Street, New Westminster, and legally described as:

PID: 003-959-252 NORTHERLY 60 FEET LOT 18 BLOCK 32 PLAN 2620 HAVING A FRONTAGE OF 60 FEET ON FIRST STREET BY A UNIFORM DEPTH OF 132 FEET AND ADJOINING LOTS 16 AND 17

and

PID: 012-912-441 LOT 18 EXCEPT: NORTHERLY 60 FEET HAVING A FRONTAGE OF 60 FEET ON FIRST STREET WITH A UNIFORM WIDTH THE FULL DEPTH OF LOT AND ADJOINING LOTS 16 AND 17, BLOCK 32 PLAN 2620

82 First Street, New Westminster, and legally described as: PID: 007-604-084 LOT "C" BLOCK 32 PLAN 12722

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114 Royal Avenue, New Westminster, and legally described as: PID: 001-316-842 LOT 14 BLOCK 32 PLAN 2620

118 Royal Avenue, New Westminster, and legally described as:PID: 003-901-467LOT 13 BLOCK 32 PLAN 2620.

and

NO PID NMBR THAT PART OF BLOCK 32 SHOWN AS ROAD TO BE CLOSED ON PLAN EPP121184.

(together, the "Lands");

- B. If the Owner and the City enter into a road closure and land exchange agreement and the Owner acquire, and consolidate with the Lands, a part of the Windsor Street (the "Closed Road") shown in Appendix 7, the Heritage Revitalization Agreement will apply to the Closed Road.
- C. There is one building situated on 82 First Street, known as the E.M.N Woods House (the "Heritage Building"), which is shown on the site plan attached as Appendix 1 (the "Site Plan");
- D. The City and the Owner agree that the Heritage Building has heritage value and should be conserved;
- E. The Owner wishes to relocate, make certain alterations to, restore, and rehabilitate the Heritage Building (the "Work");
- F. The Owner intends to apply to the City's Approving Officer for approval to file a subdivision plan (the "Subdivision Plan") in the Land Title Office in order to consolidate the Lands into a single parcel, generally as shown on the Site Plan;
- G. If the proposed consolidation of the Lands is approved by the City's Approving Officer, the Owner wishes to relocate the Heritage Building from 82 First Street to that portion of the Lands labeled on the Site Plan as "RELOCATED HERITAGE HOUSE", convert the Heritage Building into two (2) market strata units and to construct a new six to eight storey residential building containing 187 market strata (the "New Building") on that portion of the Lands labeled on the Site Plan as "NEW BUILDING MULTIPLE UNIT RESIDENTIAL";
- H. Section 610 of the *Local Government Act*, RSBC 2015, Chapter 1 authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property, and to allow variations of, and supplements to, the provisions of a bylaw or a permit issued under Part 14 or Part 15 of the *Local Government Act*;

- The Owner and the City have agreed to enter into this Heritage Revitalization Agreement (the "Agreement") setting out the terms and conditions by which the heritage value of the Heritage Building is to be preserved and protected, in return for specified supplements and variances to City bylaws;
- J. If the proposed consolidation of the Lands is approved by the City's Approving Officer, the Owner also wishes to relocate a building situated on 112 Royal Avenue (the "House") off-site.

THIS AGREEMENT is evidence that in consideration of the sum of ten dollars (\$10.00) now paid by each party to the other and for other good and valuable consideration (the receipt of which each party hereby acknowledges) the Owner and the City each covenant with the other pursuant to Section 610 of the *Local Government Act* as follows:

#### **Conservation of Heritage Building**

- 1. Upon execution of this Agreement, the Owner shall promptly commence the Work to the Heritage Building in accordance with the Heritage Conservation Plan prepared by Elana Zysblat CAHP, of Ance Building Services dated June 2021, a copy of which is attached hereto as Appendix 2 (the "Conservation Plan"), and the design plans and specifications prepared by CityState Consulting Services, dated June 15, 2021, in respect of the Heritage Building, and Iredale Architecture, dated March 16, 2022 and Landscape Plans prepared by ETA Landscape Architecture dates March 14, 2022, a copy of each of which are attached hereto as Appendix 5 (the "Approved Plans"), full-size copies of which plans and specifications are on file at the New Westminster City Hall.
- 2. Prior to commencement of the Work, the Owner shall obtain from the City all necessary permits and licenses, including a heritage alteration permit, building permit, and tree permit.
- 3. The Owner shall obtain written approval from the City's Director of Climate Action, Planning and Development for any changes to the Work or the Approved Plans, and obtain any amended permits that may be required for such changes, as required by the City.
- 4. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the Heritage Building if the work that the Owner wishes to undertake is not in accordance with the Conservation Plan or the Approved Plans.
- 5. The Work shall be done at the Owner's sole expense in accordance with generally accepted engineering, architectural, and heritage conservation practices. If any conflict or ambiguity arises in the interpretation of Appendix 2, the parties agree that the conflict or ambiguity shall be resolved in accordance with the "Standards and Guidelines for the Conservation of Historic Places in Canada", 2<sup>nd</sup> edition, published by Parks Canada in 2010.
- 6. The Owner shall, at the Owner's sole expense, erect on the Lands and keep erected throughout the course of the Work, a sign of sufficient size and visibility to effectively notify

contractors and tradespersons entering onto the Lands that the Work involves protected heritage property and is being carried out for heritage conservation purposes.

7. The Owner shall, at the Owner's sole expense, engage a member of the Architectural Institute of British Columbia or the Association of Professional Engineers and Geoscientists of British Columbia or the British Columbian Association of Heritage Professionals with specialization in Building or Planning (the "Registered Professional") to oversee the Work and to perform the duties set out in section 8 of this Agreement, below.

#### **Role of Registered Professional**

- 8. The Registered Professional shall:
  - (a) prior to commencement of the Work, and at any time during the course of the Work that a Registered Professional has been engaged in substitution for a Registered Professional previously engaged by the Owner, provide to the City an executed and sealed Confirmation of Commitment in the form attached as Appendix 3 and, if the Registered Professional is a member of the Canadian Association of Heritage Professionals, the Registered Professional shall provide evidence of their membership and specialization when submitting such executed Confirmation of Commitment;
  - (b) conduct field reviews of the Work with the aim of ensuring compliance of the Work with the Conservation Plan in Appendix 2;
  - (c) provide regular reports to the City's Climate Action, Planning and Development Department, on the progress of the Work;
  - (d) upon substantial completion of the Work, provide to the City an executed and sealed Certification of Compliance in the form attached as Appendix 4; and
  - (e) notify the City within one business day if the Registered Professional's engagement by the Owner is terminated for any reason.

#### **Heritage Designation**

- 9. The Owner irrevocably agrees to the designation of the Heritage Building as protected heritage property, in accordance with Section 611 of the *Local Government Act*, and releases the City from any obligation to compensate the Owner in any form for any reduction in the market value of the Lands, the New Building or the Heritage Building that may result from the designation.
- 10. Following completion of the Work, the Owner shall maintain the Heritage Building in good repair in accordance with the Conservation Plan in Appendix 2 and the maintenance standards set out in City of New Westminster Heritage Properties Minimum Maintenance Standards Bylaw No. 7971, 2018, as amended or replaced from time to time, and, in the

event that Bylaw No. 7971 is repealed and not replaced, the Owner shall continue to maintain the building to the standards that applied under Bylaw No. 7971 immediately prior to its repeal.

11. Following completion of the Work in accordance with this Agreement, the Owner shall not alter the heritage character or the exterior appearance of the Heritage Building, except as permitted by a heritage alteration permit issued by the City.

#### Damage to or Destruction of Heritage Building

- 12. If the Heritage Building is damaged, the Owner shall obtain a heritage alteration permit and any other necessary permits and licenses and, in a timely manner, shall restore and repair the Heritage Building to the same condition and appearance that existed before the damage occurred.
- 13. If, in the opinion of the City, the Heritage Building is completely destroyed, the Owner shall construct a replica, using contemporary material if necessary, of the Heritage Building that complies in all respects with the Conservation Plan in Appendix 2, the Approved Plans in Appendix 5, and with City of New Westminster Zoning Bylaw No. 6680, 2001 as amended (the "Zoning Bylaw"), as varied by this Agreement, after having obtained a heritage alteration permit and any other necessary permits and licenses.
- 14. The Owner shall use best efforts to commence and complete any repairs to the Heritage Building, or the construction of any replica building, with reasonable dispatch.

#### **Relocation of the House**

- 15. Upon execution of this Agreement, the Owner shall make reasonable efforts to advertise and offer the House for sale and relocation to a location other than the Lands for a purchase price of \$0 and a minimum \$30,000.00 contribution by the Owner towards costs of relocating the House.
- 16. If, prior to commencement of the excavation of the Lands, the House has not been sold, the Owner may demolish the House and pay to the City a contribution in the amount of \$30,000.00 for general serving amenities.
- 17. Prior to commencement of the relocation or demolition of the House, the Owner shall obtain, or if the House has been sold the purchaser, the purchaser of the House shall obtain all necessary permits, licenses, approvals and authorizations for the demolition or relocation, as applicable, from all municipal and provincial governmental authorities having jurisdiction.

#### **Construction of the New Building**

18. The Owner shall construct the New Building in strict accordance with the Site Plan and the Approved Plans.

- 19. Prior to commencement of construction of the New Building, the Owner shall obtain from the City all necessary approvals, permits, and licenses, including a heritage alteration permit, building permit, and tree permit and approval of the City's Approving Officer to file the Subdivision Plan in the Land Title Office.
- 20. The Owner shall obtain written approval from the City's Director of Climate Action, Planning and Development for any changes to the New Building, and obtain any amended permits that may be required for such changes to the New Building, as required by the City.
- 21. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the New Building if the work that the Owner wishes to undertake is not in accordance with the Approved Plans.
- 22. The construction of the New Building shall be done at the Owner's sole expense and in accordance with generally accepted engineering and architectural practices.

#### **Timing and Phasing**

- 23. The Owner acknowledges and agrees that no building permits above grade (permits for work on levels 01, 02 03, 04, 05 or 06 of the Approved Plans) applied for in respect of the New Building shall be issued until the Owner has commenced and completed all actions required for the completion of the Work set out in Appendix 8 under the heading "HH Phase 1 structural conservation".
- 24. The Owner acknowledges and agrees that no insulation inspection by the City in respect of the New Building shall be issued until the Owner has commenced and completed all actions required for the completion of the Work set out in Appendix 8 under the heading "HH Phase 2 exterior/finishing conservation".
- 25. The Owner acknowledges and agrees that no occupancy permit for the New Building will be issued until the Owner has completed the Work in respect of the Heritage Building to the satisfaction of the City's Director of Climate Action, Planning and Development, has provided the Certification of Compliance described in section 8(d) above, and has approval of the City's Approving Officer to file the Subdivision Plan in the Land Title Office.
- 26. The Owner shall complete all actions required for the completion of the Work and the New Building, as set out in Approved Plans in Appendix 5, within five years following the date on which the Owner deposits the Subdivision Plan in the Land Title Office.

#### Consolidation

27. Nothing in this Agreement commits the Approving Officer to approve the proposed consolidation of the Lands.

#### Inspection

- 28. Upon request by the City, the Owner shall advise or cause the Registered Professional to advise, the City's Climate Action, Planning and Development Department, of the status of the Work.
- 29. For the duration of the Work and the construction of the New Building as authorized by this Agreement, without limiting the City's power of inspection conferred by statute and in addition to such powers, the City shall be entitled at all reasonable times and from time to time to enter onto the Lands for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner.
- 30. The Owner agrees that the City may, notwithstanding that a final inspection may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a final inspection or occupancy certificate applied for in respect of the Heritage Building or the New Building if the Owner has not completed the Work with respect to the Heritage Building or construction of the New Building to the satisfaction of the City's Director of Climate Action, Planning and Development.
- 31. The Land shall not be subdivided by any means other than in accordance with the Subdivision Plan, including by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia) in respect of the Heritage Building or the New Building if the Owner has not completed the Work with respect to the Heritage Building or construction of the New Building to the satisfaction of the City's Director of Climate Action, Planning and Development.

#### **Conformity with City Bylaws**

- 32. The City of New Westminster Zoning Bylaw No. 6680, 2001, is varied and supplemented in its application to the Lands in the manner and to the extent provided and attached as Appendix 6.
- 33. The Owner acknowledges and agrees that, except as expressly varied by this Agreement, any development or use of the Lands, including any construction, alteration, rehabilitation, relocation, restoration and repairs of the Heritage Building or New Building, must comply with all applicable bylaws of the City.

#### **No Application to Building Interiors**

34. Unless otherwise stated in this Agreement or set out in the Conservation Plan, the terms and conditions of this Agreement respecting the Heritage Building and New Building apply only to the structure and exterior of the buildings, including without limitation the foundation, walls, roof, and all exterior doors, stairs, windows and architectural ornamentation.

#### **Enforcement of Agreement**

- 35. The Owner acknowledges that it is an offence under Section 621(1)(c) of the *Local Government Act* to alter the Lands, the Heritage Building or the New Building in contravention of this Agreement, punishable by a fine of up to \$50,000.00 or imprisonment for a term of up to 2 years, or both.
- 36. The Owner acknowledges that it is an offence under Section 621(1)(b) of the *Local Government Act* to fail to comply with the requirements and conditions of any heritage alteration permit issued to the Owner pursuant to this Agreement and Section 617 of the *Local Government Act*, punishable in the manner described in the preceding section.
- 37. The Owner acknowledges that, if the Owner alters the Lands, the Heritage Building or the New Building in contravention of this Agreement, the City may apply to the British Columbia Supreme Court for:
  - (a) an order that the Owner restore the Lands or the Heritage Building or the New Building, or all, to their condition before the contravention;
  - (b) an order that the Owner undertake compensatory conservation work on the Lands, the Heritage Building, or the New Building;
  - (c) an order requiring the Owner to take other measures specified by the Court to ameliorate the effects of the contravention; and
  - (d) an order authorizing the City to perform any and all such work at the expense of the Owner.
- 38. The Owner acknowledges that, if the City undertakes work to satisfy the terms, requirements or conditions of any heritage alteration permit issued to the Owner pursuant to this Agreement upon the Owner's failure to do so, the City may add the cost of the work and any incidental expenses to the taxes payable with respect to the Lands, or may recover the cost from any security that the Owner has provided to the City to guarantee the performance of the terms, requirements or conditions of the permit, or both.
- 39. The Owner acknowledges that the City may file a notice on title to the Lands in the Land Title Office if the terms and conditions of this Agreement have been contravened.
- 40. The City may notify the Owner in writing of any alleged breach of this Agreement and the Owner shall have the time specified in the notice to remedy the breach. In the event that the Owner fails to remedy the breach within the time specified, the City may enforce this Agreement by:
  - (a) seeking an order for specific performance of the Agreement;
  - (b) any other means specified in this Agreement; or

(c) any means specified in the *Community Charter* or the *Local Government Act*,

and the City's resort to any remedy for a breach of this Agreement does not limit its right to resort to any other remedy available at law or in equity.

#### **Statutory Authority Retained**

41. Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City, all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled.

#### Indemnity

- 42. The Owner hereby releases, indemnifies and saves the City, its officers, employees, elected officials, agents and assigns harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the existence or effect of any of the restrictions or requirements in this Agreement, or the breach or non-performance by the Owner of any term or provision of this Agreement, or by reason of any work or action of the Owner in performance of its obligations under this Agreement or by reason of any wrongful act or omission, default, or negligence of the Owner.
- 43. In no case shall the City be liable or responsible in any way for:
  - (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Land; or
  - (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands, or any improvements or personal property thereon belonging to the Owner or to any other person,

arising directly or indirectly from compliance with the restrictions and requirements in this Agreement, wrongful or negligent failure or omission to comply with the restrictions and requirements in this Agreement or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements in this Agreement or with any other term, condition, or provision of this Agreement.

#### **No Waiver**

44. No restrictions, requirements, or other provisions of this Agreement shall be deemed to have been waived by the City unless a written waiver signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default, nor any previous written waiver, shall be taken to operate as a waiver by the City of any subsequent default or in any way defeat or affect the rights and remedies of the City.

#### Interpretation

45. In this Agreement, "Owner" shall mean all registered owners of the Lands or subsequent registered owners of the Lands, as the context requires or permits.

#### Headings

46. The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement or any of its provisions.

#### Appendices

47. All appendices to this Agreement are incorporated into and form part of this Agreement.

#### **Number and Gender**

48. Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context so requires.

#### **Joint and Several**

49. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia) owns the Lands, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Agreement.

#### **Successors Bound**

50. All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Owner and the City have executed this Agreement as of the date written above.

TPL DEVELOPMENTS ROYAL INC. by its authorized signatories:

Name:

Name:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

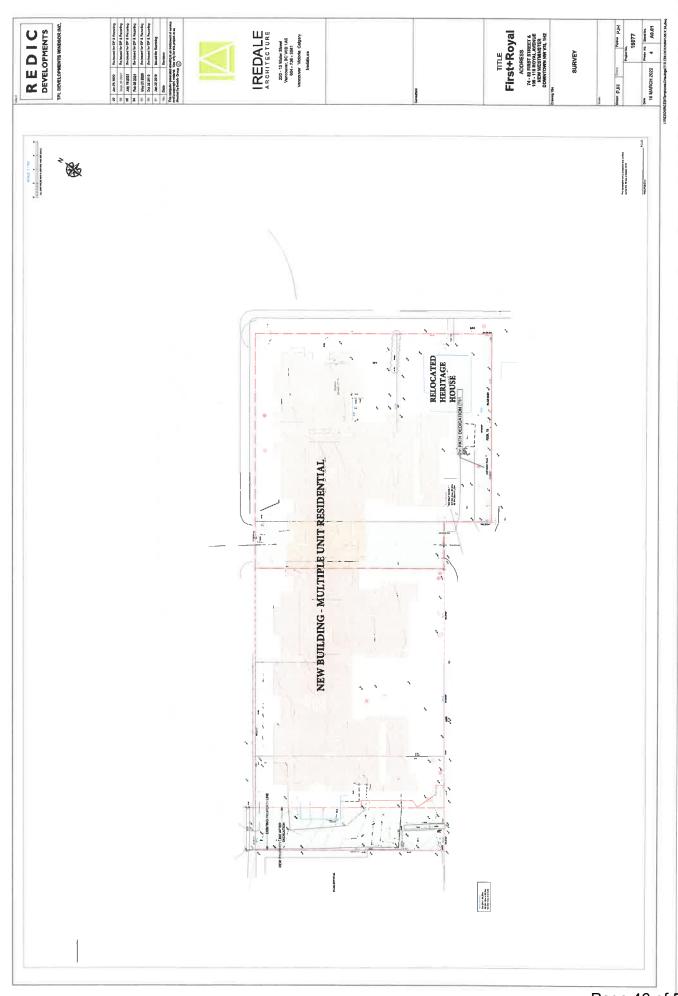
by its authorized signatories:

Mayor Jonathan X. Cote

Jacqueline Killawee, City Clerk

**APPENDIX 1** 

SITE PLAN



#### **APPENDIX 2**

#### **CONSERVATION PLAN**

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# Heritage Conservation Plan

82 First Street, New Westminster, BC

E. M. N. Woods House ~ 1890



Elana Zysblat, CAHP :: Ance Building Services :: October 2019

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#### **Statement of Significance**



#### **Description of the Historic Place**

The E.M.N. Woods House is a 1 and 1/2 storey, Victorian Arts & Crafts style house located between Queen's Park and Albert Crescent at the southeast corner of Royal Avenue and 1st Street in downtown New Westminster.

#### Heritage Value of the Historic Place

Built in 1890, the E. M. N. Woods House is associated with the late 1880s development boom in New Westminster, sparked in response to the announcement of the arrival of the Canadian Pacific Railway to the area. Located on a short stretch of First Street connecting Queen's Park and Albert Crescent, the E. M. N. Woods House was constructed in what was considered the most exclusive area of early New Westminster. The lots on Park Lane (the original name of First Street) were advertised in local papers as some of the 'finest' in the city and the subject building's corner location adds to this prestige.

The building's association with its developers and first residents - pioneers, notable and affluent citizens of the city - expresses the prestigious status of this location in the Victorian era. When Edward Montague Nelson Woods - the son of the local Archdeacon Charles T. Woods - commissioned the construction of this residence, he had been recently married and inducted as a barrister. His new wife Emily Sophia Dickinson was the daughter of New Westminster Mayor Robert Dickinson whom the nearby Dickinson Street is named for.

The E. M. N. Woods House is important as an example of one of approximately two dozen buildings generated by the brief partnership between two prolific architects in 1890 and 1891 - Samuel Maclure

Ance Building Services :: 739 Campbell Avenue, Vancouver BC V6A 3K7 tel: 604.722.3074 :: Page 3

and Charles Clow. New Westminster-born architect Samuel Maclure, who is considered the leading residential architect in British Columbia in the early twentieth century, had just begun his distinguished career when the E. M. N. Woods House was designed in 1890. Shortly after the subject house construction, Maclure moved on to work in Victoria and then Vancouver where he left an invaluable built heritage legacy. Charles Clow began his practice in New Westminster in 1887 and remained active in the area for close to 30 years, especially while New Westminster was rebuilt after the fire of 1898.

The building's elaborate display of the Victorian Arts & Crafts style expresses an elite architectural trend of the late 1880s and early 1890s.

The flat-roofed apartment addition attached to the side of the house was constructed in 1958 during a time when the neighbourhood shifted towards rental units and the house was adapted as a multi-family rental property for working-class families - its continuous use for the last six decades. The survival of the 1890 residence, alongside only a handful of other early single-family homes, in a neighbourhood that has transformed through zoning changes to dominantly apartment buildings, is even more important as the oldest surviving building on this block of 1st Street.

#### **Character-Defining Elements**

- continuous residential use since 1890
- continuous multi-family residential rental use since 1958
- location on First Street at the corner of Royal Avenue, with views towards the Fraser River
- residential form and scale as expressed in its cross plan, and one and one-half storeys plus basement height
- wood-frame construction
- complex, intersecting gabled roof design with hip dormers on two sides
- projecting front porch with columns and brackets
- evidence of porch extending across the front and around the north side of the house, now enclosed
- half-timbered, stuccoed gables with decorative bargeboards
- gable ornaments
- original 6-panelled wood front door and decorative leaded sidelights with wood trim
- decorative leaded casement window with transom on the north side of the house, main floor
- divided-light wood windows in upper storey
- corbeled brick chimney shaft with decorative Victorian brickwork

#### **Historic Brief**

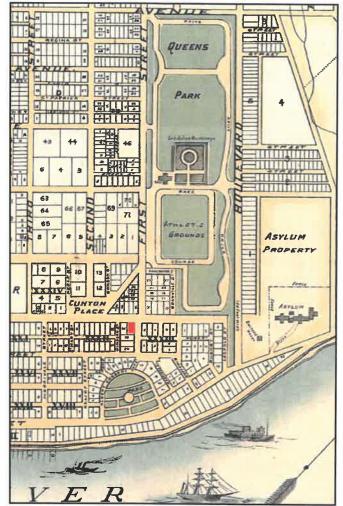
Although parks and public plazas were allocated in New Westminster's first plan drawn by the Royal Engineers in the early 1860s, there was almost no development beyond the Royal City's original northern boundary of Royal Avenue until the 1880s.

82.

The announcement of the arrival of the CPR to Vancouver, with a branch line to New Westminster caused a huge building boom between 1887-1898, transforming the small town into a real city.

At the time this map (right) was drawn in 1892, New Westminster had not only a train station but a streetcar system, electric street lights, and expanded boundaries well beyond Royal Avenue to include suburbs such as Queen's Park, Sapperton and Queensborough. Queen's Park was refined and designed with public gardens, walkways and sports fields.

It was during this Victorian-era growth and investments in infrastructure that residential development really began in the streets around Queen's Park which would become a neighbourhood named after the park. Numerous late 1880s and early 1890s grand homes were built in the Queen's Park



City of New Westminster map, by R.J. Williams, Ottawa. 1892. source: City of Vancouver Archives Map 617

neighbourhood, establishing its reputation as a prestigious area located at a commanding distance from the industrial riverfront and busy downtown core. The subject house is directly linked to this development period.

The blocks in the vicinity of the subject house (marked in red) were already subdivided at this time as they were located on to the streetcar line which came from downtown along Columbia, Leopold, Royal, Park Row, up 1st Street, 3rd Avenue, Pine Street, 4th Avenue and then out along 6th Street. Another high-end residence surviving on this block of First Street is that of Mayor Keary (72 First Street - 1902).

The developers of the subject property were newlyweds Edward M. N. Woods and Emily S. Dickinson. Woods was a lawyer, the son of Archdeacon Charles T. Woods, who came to British Columbia in 1860 to take charge of the collegiate schools of Victoria where Edward was born in 1862. As archdeacon of

BC, Woods was sent to New Westminster in 1868 where he served at St. Mary's Sapperton Parish until his death in 1895. Edward Woods passed the Bar in 1889 and set up practice as a barrister on McKenzie Street in 1890, the same year of his marriage and the construction of the subject house. His legal cases were regularly mentioned in the newspapers. The Woods were highly involved in the local community - Edward was politically involved in the Liberal party, played on the New Westminster Cricket Club and Emily served as a judge on various competitions at Queen's Park Royal City Fair and was an organist at Holy Trinity Cathedral. They were among the main donors for the construction of St. Mary's Hall in 1892. Together they were members of the Royal City Regatta Club where they won several sailing competitions. After 10 years at the subject house the Woods family relocated to Atlin, where Edward had invested in some mining claims and later settled in Vancouver where he reopened his legal practice in the Birks Building.

::

After the devastating fire of 1898, which burned down much of downtown New Westminster between Tenth and Fourth Streets, another 12-year growth spurt commenced in the city. Specific improvements to Queen's Park were sparked by the 1905 Canadian National Exhibition held in the park, for which new exhibition buildings were constructed. Paving and concrete sidewalks introduced to the

## NATIVE SON PASSES AWAY

100

Edward M. N. Woods, Well-Known Vancouver Barrister, Dies

Edward M. N. Woods, well-known barrister, died in Victoria at the Jubiles hospital there on Sunday morning at 3:30 o'clock. The late Mr. Woods had been in failing health since the middle of last October when he first went to Kamloops and then afterwards to Victoria. He was born in Victoria 58 years are of Irish parentage, his father being the late Archdencon C. E. Woods of New Westminster.

For about twelve years Mr. Woods practiced law in Vancouver. He was educated in Ireland. One sister, Mrs. Amy Bentley, resides at Agassis, while another rister, Sarah, is in the sisterhood in England. A brother, Rev. Father Henry Woods, is living at Los Gatas, California. His wife, who survives him, is at present in Victoria where the fumeral will take place. Mr. Woods made his home in this city at the Gilford Court.

E.M.N. Woods death announcement in the Vancouver Sun newspaper, Nov 24, 1919. source: newspapers.com

neighbourhood in 1906 and by 1913 the number of homes in Queen's Park had doubled.

The population of the city grew over the decades putting pressure on single-family dwellings in the downtown area. After World War II, a city-wide housing shortage brought expansion to new neighbourhoods, but also sparked the replacement of most downtown houses with low-rise apartment buildings in the 1950s. In the case of the subject property, mid-century development was introduced as an addition to the house in 1958 and a layer of stucco was applied to both buildings to join them aesthetically. Low-rise mid-century apartment buildings dominate the streetscape character of this eastern part of the downtown neighbourhood today, leaving early single-family dwellings as rare, often isolated scenario. The few surviving single-family homes on Royal Avenue have needed to adapt to the high-traffic, noisy context of what is now a major inter-city arterial and have responded by planting tall, dense hedges and using rear entrances. The subject block is unique in that is has several single-family homes surviving on it.

#### **Research Findings**

Civic address: 82 First Street, New Westminster BC (Originally St. Anne's Street/Park Lane)

Legal description: LOT C, BLOCK 32, PLAN NWP12722 GROUP 1

Date of construction: 1890 (New Westminster CityViews permit database)

Builder: W. D. Purdy (New Westminster Heritage Inventory for Albert Crescent)

Architects: Maclure & Clow (Daily Columbian newspaper, Dec 31 1890, pg 4)

Original owners and residents: Edward Montague Nelson Woods & Emily Sophia Dickinson

#### **Residents at 82 First Street**

- 1891 1899 Edward Montague Nelson Woods (Barrister) & Emily Sophia Dickinson
- 1900 1906 Robert Huntley Gordon (insurance Agent)
- 1908 1950 Cliff J. W. (postmaster) & Jessie Duncan Lord
- 1951 1990 George A. (Welder at Marathon Machinery) & Sylvia Levers\*

\*The Levers built the 1958 rental addition.

#### **Archival Photographs**



Barrister E.M.N. Woods House ca. 1970.

source: NWPL 723

82 First Street ca. 1982

source: NWMA IHP IHP14337

#### **Current Photographs**



southeast corner view

front (east) view





northeast corner view

side (north) view

#### **Conservation Objectives**

**Restoration** is the overall conservation objective for the historic house. **Rehabilitation** is the conservation objective for the property.

As the immediate context of the property has dramatically changed from a quiet, prestigious residential corner to a noisy, high-traffic arterial, the the subject house will be relocated to a more pedestrian-focused, quiet section of the block- to benefit the quality of life in the house and allow its restoration efforts to be intimately seen and appreciated. The historic house will be relocated from its corner location on First Street and Royal Avenue, and repositioned approximately 65 feet south on the same street, linking the old house with a grouping of early homes at the southern half of the block. This will also allow for a new L-shaped apartment complex to be constructed at the corner, creating an interior pedestrian-friendly plaza shielded from Royal Avenue. The subject building will retain its residential use, but be restored to a single-family massing and appearance with the removal of the 1958 addition. The proposed development does not negatively impact the exterior design of the historic house, nor significantly affect the property's Character Defining Elements and Heritage Values.

**<u>Preservation</u>**: The action or process of protecting, maintaining and/or stabilizing the existing materials, form and integrity of an historic place or of an individual component, while protecting its heritage value.

<u>**Restoration:**</u> The action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

<u>**Rehabilitation:**</u> The action or process of making possible a continuing or compatible contemporary use of an historic place or of an individual component, through repair, alterations, and/or additions, while protecting its heritage value<sup>1</sup>.



Rendering of the proposed development showing the historic house in its new, adjusted location (circled) and the new apartment complex.

source: Iredale Architecture

<sup>1</sup> definitions from the Standards & Guidelines for the Conservation of Historic Places in Canada (2nd edition)

#### **Condition Assessment**

Overall the building is in *good* condition.

#### a. Structure

The exterior building lines are true to the eye, there is no visual evidence of structural distortion or obvious failures.

#### b. General Wood Elements

Exterior wood elements - window and door trim boards, tongue & groove soffits and gable finials are all in good condition. Facia boards, half timbering in gables and front porch railing cap are in fair condition as they appear to have lacked paint maintenance. There is no evidence of wood rot, damage or missing parts in any of the above mentioned elements.

The condition of the original wood cladding and other wood elements such as brackets or additional trim boards underneath the stucco, is unknown at this time.

- 1 window trim
- 2 soffit
- **3** gable finial
- 4 facia board
- 5 half timbering
- 6 railing cap





#### c. Roofing and waterworks

The asphalt shingle roof and aluminum gutters are in excellent condition and appear to have been installed within the last 5-10 years.

#### d. Windows and Doors

The 1890 portion of the building retains many original window and door openings as well as some original window sashes. The condition of the surviving windows and doors is good. See details below:

#### facade (east elevation)



1 gable triple-assembly window

- 2 & 3 front door leaded side lights
- 4 panelled front door





#### side (north elevation)

- 5 staircase leaded triple assembly with art glass transom
- 6 gable window opening, missing original sash

7 original side door opening, missing original door



#### rear (west elevation)



8 dormer double assembly windows

#### side (south elevation)



9 dormer double assembly windows. One sash is missing where an air conditioning unit was installed.

All original window sashes and doors require further assessment but in general are in good, repairable condition.

#### e. Finishes

The painted finish on the wood elements is in fair condition.

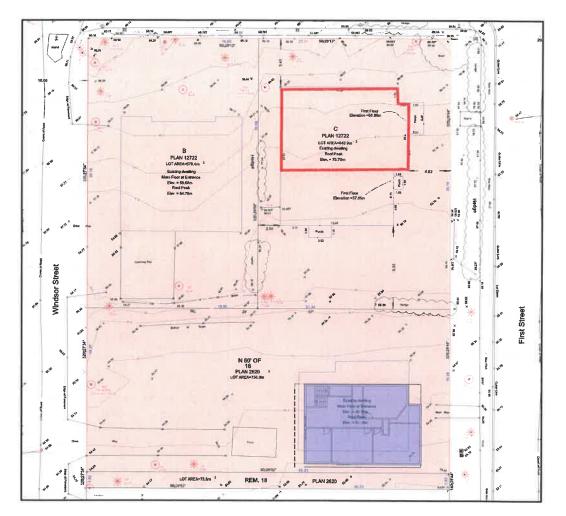
#### **Recommended Conservation Procedures**

#### a. Structure and site - Restoration and Rehabilitation:

**Restore** the historic house building structure in its new location, while introducing a new ground-level unit, thus converting the building into a two-family dwelling. Improve the functionality and liveability of the historic house through internal and mechanical alterations, not visible on the exterior. Remove 1958 additions - back porch and flat-roofed attachment to the south.

**Rehabilitate** the historic property by introducing a new multi-family development to significantly increase density at this site.

The below site plan shows the historic house in its current (red outline) and proposed (solid purple) locations:



source for site plan: Iredale Architecture

#### b. General Wood Elements - Preservation and Restoration:

Preserve the following visible, original exterior wood elements:

**1 window trim** - The original 5.5" window and door casings survive on the building around many original openings such as in the photographs below, however an additional back band moulding was added (outlined in red in photo - right), likely at the time the stucco was applied in 1958. This additional moulding should be removed where present.

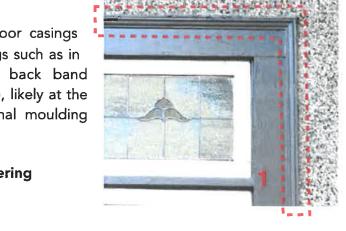
#### 2 soffits, 3 gable finials, 4 facia boards, 5 half timbering 6 railing caps.

Repair any of the above wood elements with a thorough paint preparation (sanding down to sound paint layer, caulking and priming).

Only replace (in-kind) any individual element or portion of element that is identified as damaged beyond repair - with like species, dimensions and profiles of wood. At this time no visible wood elements are observed to be damaged beyond repair.









At this time, we have no confirmed knowledge of the condition or design of the non-visible wood elements on the subject building - especially the cladding, the front porch columns and brackets and any trim boards that have all been covered in stucco.

The following restoration assumptions are based on two other Maclure & Clow houses of the same era and neighbourhood - the Hill Residence (400 block of Fourth St., now demolished) and the English Residence (survives at 119 Royal Avenue). The subject house scale is more in line with the Hill Residence, pictured below in an archival photograph, and for this reason the cladding, column and porch elements recommended here are similar to those of the 1891 Maclure & Clow designed Hill Residence.

When more invasive investigation of the elements below the stucco layer are possible, this plan can be amended if necessary to reflect the original wood elements and their condition.



"Idlewild," home of A.J. Hill photographed ca. 1905. source: New Westminster Museum & Archives IHP0058

Restore the following <u>non-visible</u>, original exterior wood elements:

1 gable boards - currently stuccoed, originally wood boards

**2 altered window & door trim** - where window openings were altered, the trim size was changed. Restore all window and door trim on historic house to original 1890 dimension as per front door and sidelights trim.

3 front porch columns - currently stuccoed, originally wood posts, likely turned.

**4 porch brackets -** currently stuccoed, originally wood brackets, likely ornamental cut outs like the image on the right.

**5 cladding** - currently stuccoed, originally wood. Likely 1890s drop siding, as per other Maclure & Clow houses of the same era.

**6 trim boards** - currently stuccoed, originally wood. Likely a 10" trim board below gable, a 10" after table at main floor and a 5.5" trim board capping the porch entry.



Ance Building Services :: 739 Campbell Avenue, Vancouver BC V6A 3K7 tel: 604.722.3074 :: Page 19



The below crop from the proposed elevation drawings illustrates some of the restored wood elements on the facade elevation:



source for elevation drawing: CityState Consulting Group Ltd.

- 1 gable boards restored to wood
- 2 stucco removed and wood cladding repaired
- 3 window trim restored to historic dimensions and materials
- 4 window sash restored to historic dimensions and materials
- 5 turned wood columns exposed and restored

#### c. Roof and Rainwater Works - Restoration:

Restore roof to a traditional cedar shake roof installed in standard coursing.

Install new "Colonial" K-style gutters and 2"x2" square downspouts - in Edwardian Pewter VC-23. Do not install downspouts facing the street.

#### d. Windows and Doors - Restoration:

Systematically and thoroughly repair all the original wood windows as identified on pages 14-15 with the aid of a specialized wood window carpenter. Wood windows need to be individually assessed for putty and glass repair, and for hardware integrity and operability. All windows need thorough paint preparation and repainting.

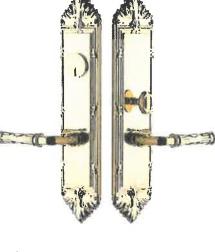
Restore original front door by stripping it of paint, filling in mail slot and restoring a lacquered, high-gloss finish. Restore the door hardware to a Victorian style entry set such as the (right) pictured Fenwick set by Baldwin Hardware, either in bronze or black. Rehang and discreetly weather strip.

Replace non-original window sashes and window openings with vertically oriented replica wood casement windows, as per proposed elevation drawings (see pages 23 to 26). Restore trim around these 'new' window openings as per original trim size (5.5") and style (square).

Restore back door on north elevation to a Victorian style back door with an upper-glazed portion such as the below photo pf an 1890 salvaged door.

#### New basement level

This proposed addition to the historic house will be subtle and discreet in its siting behind landscaping (planted and constructed) so that the historic portion of the house is the most visible portion of the building from the street. The finishes on this level will be contemporary (concrete finish) and the window and door openings will mimic the historic ones in size but the trim detail will be slimmer. The basement addition will thus be compatible with, subordinate to and distinguishable from the historic place, as required in the Conservation Standards & Guidelines for additions. See illustration of this level on the proposed elevation drawings on pages 23 to 26.





#### g. Finishes - Restoration:

The current colour scheme is dominated by the 1958 bottle-dash stucco and texture which is in contrast to the dark, glossy and smooth painted finish an 1890s house would have featured.

The below proposed colour scheme is based on spot-scraping of original trim elements which revealed an almost black, dark green original paint layer. Inspired by the sepia archival photograph of the Hill Residence on page 18 and in line with 'drab' Victorian exterior colour schemes, the cladding too is proposed to be a deep, dark colour. The contrasting elements will be the light buff colour of the gable stucco and the window sashes, as per the same treatments on the Hill Residence.

#### Colour Scheme - all Benjamin Moore colours



all trim boards including window and door trim, facia, brackets, columns and finials Salamander 2050-10 (matched to original paint colour found on building) <u>semi-gloss finish</u>



**body wood siding** Edwardian Pewter VC-23 <u>low luster finish</u>



**gable stucco and window sash** Edwardian Buff VC-6 window sash in high gloss finish



**front door** clear lacquer/stain



new construction body and trim concrete (or) concrete colour

### **Proposed Elevations**

#### East elevation (front):



source for elevation render: CityState Consulting Group Ltd.

#### West elevation (rear)



source for elevation drawing: CityState Consulting Group Ltd.

#### South elevation (side)



source for elevation drawing: CityState Consulting Group Ltd.

#### North elevation (side)



source for elevation drawing: CityState Consulting Group Ltd.

#### Future Changes

Changes to the building configuration, especially additions, should be carefully considered for minimal affect on the **Heritage Values** as embodied in the **Character-Defining Elements** (CDE) listed in the **Statement of Significance**.

#### Research Resources

Ancestry.ca - historic genealogical documents for Woods, Dickinson and Lord and families

#### BC and National Archives

Indexes to births (1854-1903), marriages (1872-1938), deaths (1872-1993), colonial marriages (1859-1872) and baptisms (1836-1888). Archival photographs. Government of Canada Censuses for BC

#### City of New Westminster

Building permit records - CityViews database, City of New Westminster. Barman, Burton & Cook. 2009. Queen's Park Historical Context Statement prepared for the City of New Westminster.

### New Westminster Archives

Archival photographs

#### New Westminster Public Library

Historic directories, Fire insurance maps, Municipal Voters Lists Columbian Daily newspaper - 1880s-1890s

Freund-Hainsworth, Katherine & Hainsworth, Gavin. 2005. A New Westminster Album: Glimpses of the City As It Was. Dundurn. pages 46-47

Gottfried, Herbert & Jennings, Jan. 1985. American Vernacular Building and Interiors 1870-1960. Norton & Co. New York.

Hayes, Derek. 2005. Historical Atlas of Vancouver and the Lower Fraser Valley. Douglas & McIntyre.

Roy, Patricia E. 1989. A White Man's Province: BC Politicians and Chinese and Japanese Immigrants 1858-1914. UBC Press. pages 111-112

Vancouver Daily World Newspaper. various archival editions 1888-1924

Vancouver Archives and Vancouver Public Library - archival photographs

Wolf, Jim. 2005. Royal City: A Photographic History of New Westminster. Heritage House.

#### **APPENDIX 3**

#### **CONFIRMATION OF COMMITMENT BY REGISTERED PROFESSIONAL**

Date: \_\_\_\_\_

**City of New Westminster** 511 Royal Avenue New Westminster, BC V3L 1H9 Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for 108-118 Royal Avenue and 74-82 First Street

The undersigned hereby undertakes to be responsible for field reviews of the construction carried out at the captioned address for compliance with the requirements of Appendix 2 (Conservation Plan) of the Heritage Revitalization Agreement applicable to the property, which the undersigned acknowledges having received and reviewed, and undertakes to notify the City of New Westminster in writing within one business day if the undersigned's contract for field review is terminated at any time during construction. This letter is not being provided in connection with Part 2 of the British Columbia Building Code, but in connection only with the requirements of the Heritage Revitalization Agreement.

Registered Professional's Name

Address

Telephone No.

Signature or Seal

#### **APPENDIX 4**

#### **CERTIFICATION OF REGISTERED PROFESSIONAL**

Date: \_\_\_\_\_

City of New Westminster 511 Royal Avenue New Westminster, BC V3L 1H9 Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for 108-118 Royal Avenue and 74-82 First Street

I hereby give assurance that I have fulfilled my obligations for field review as indicated in my letter to the City of New Westminster dated \_\_\_\_\_\_\_ in relation to the captioned property, and that the architectural components of the work comply in all material respects with the requirements of Appendix 2 (Conservation Plan) of the Heritage Revitalization Agreement referred to in that letter. This letter is not being provided in connection with Part 2 of the British Columbia Building Code, but in connection only with the requirements of the Heritage Revitalization Agreement.

Registered Professional's Name

Address

Telephone No.

Signature or Seal

#### **APPENDIX 5**

#### **APPROVED PLANS**

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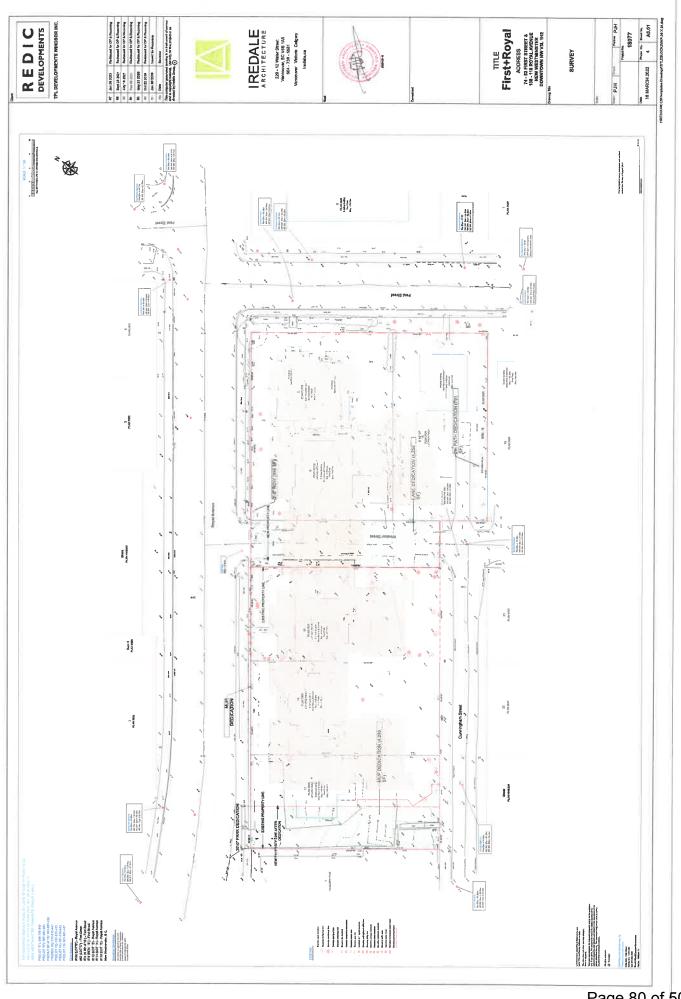


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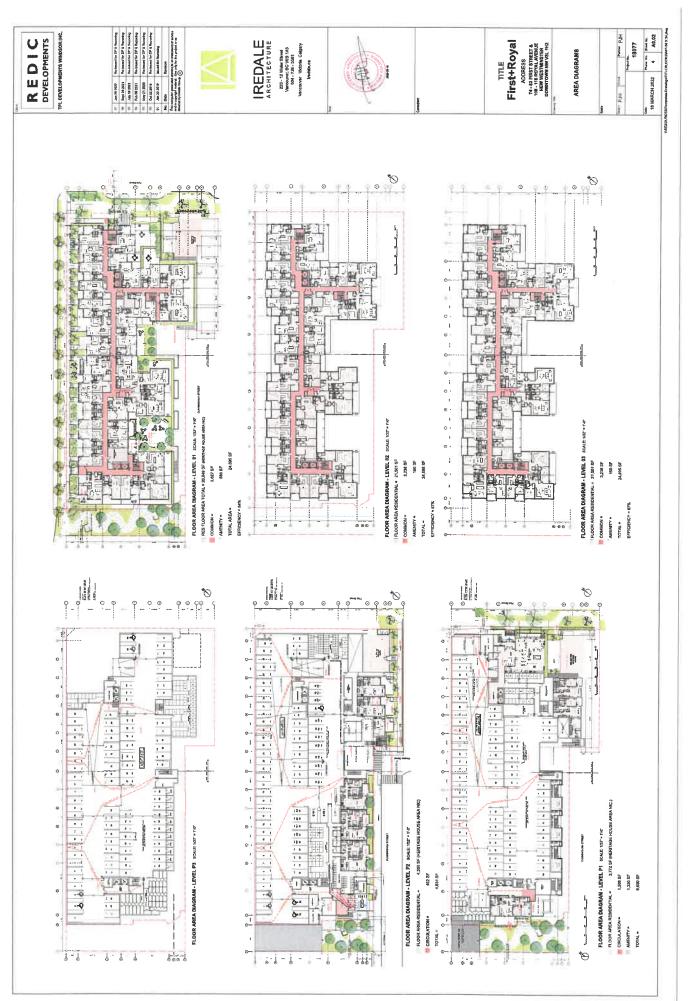
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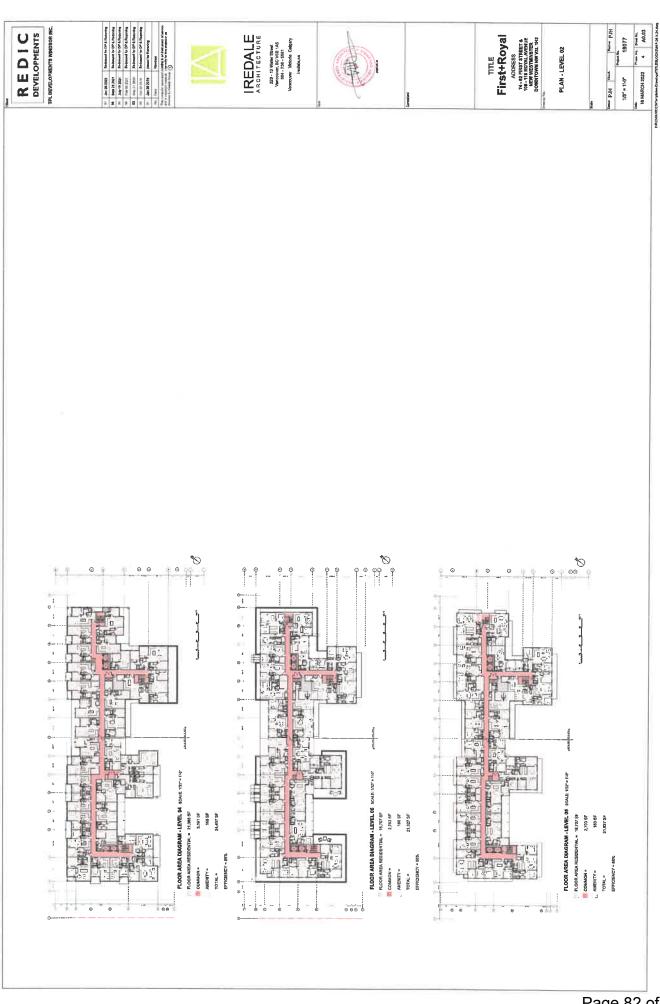
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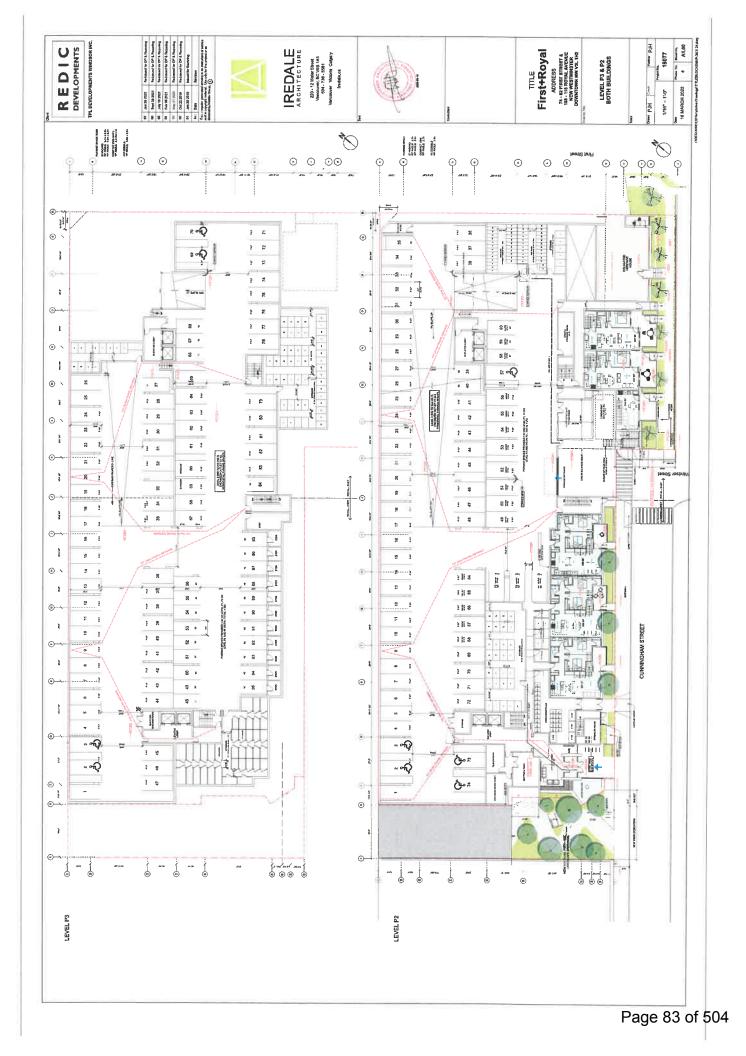


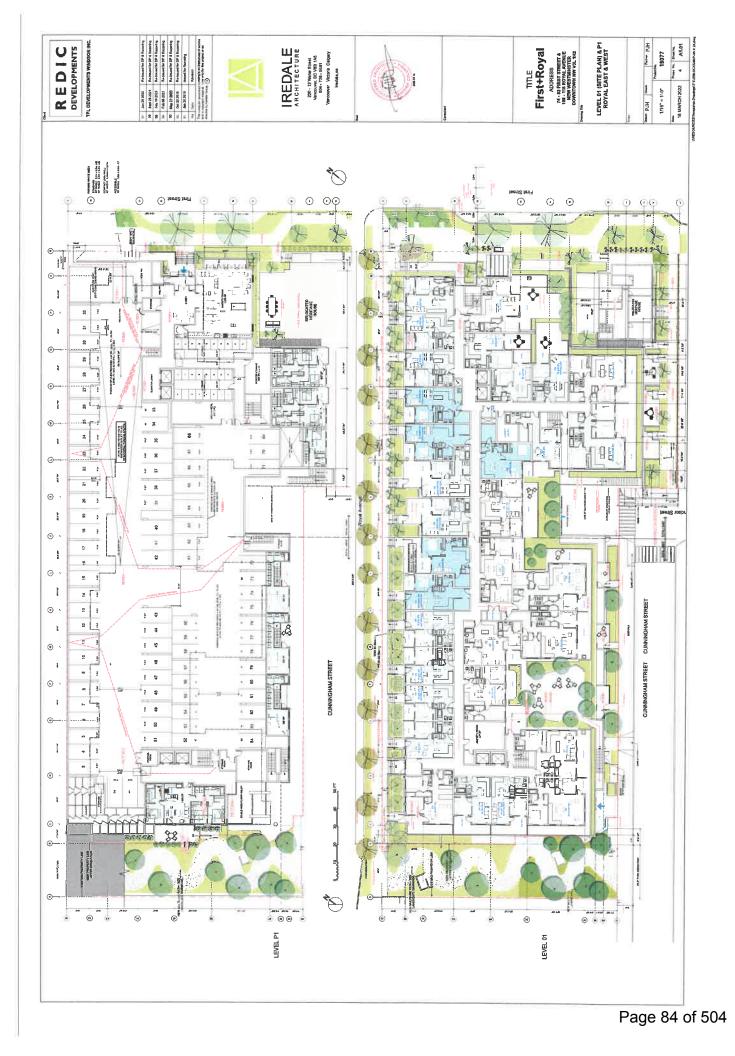
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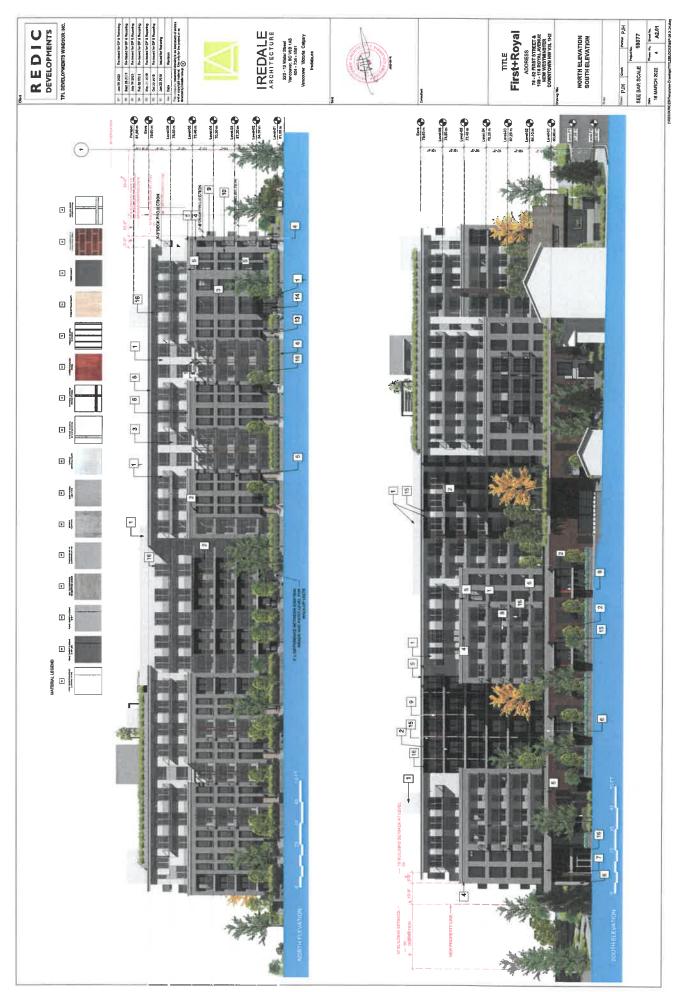




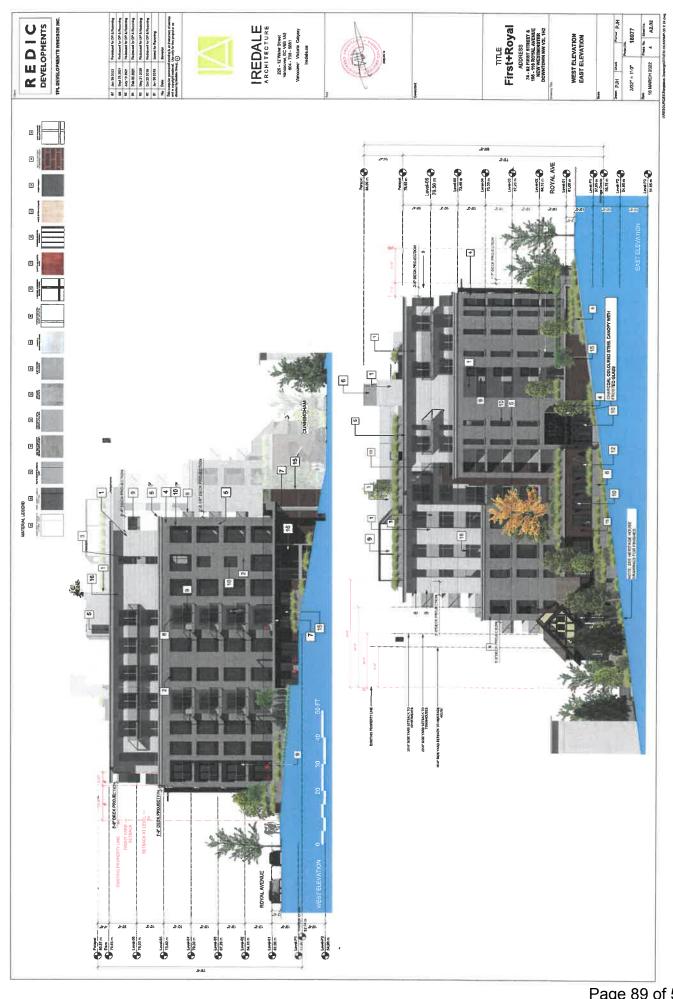


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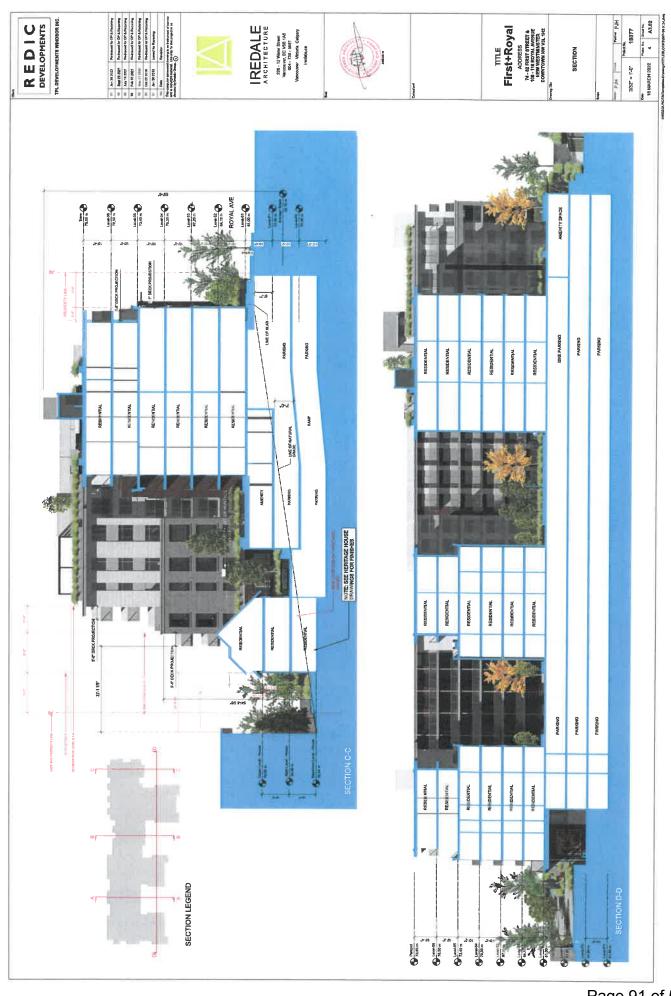


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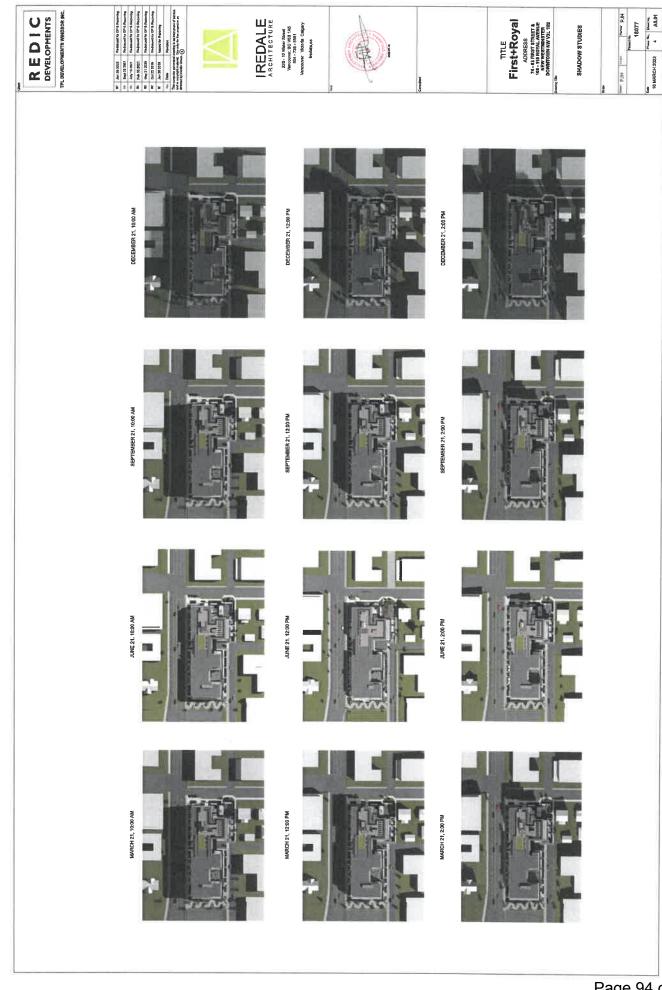


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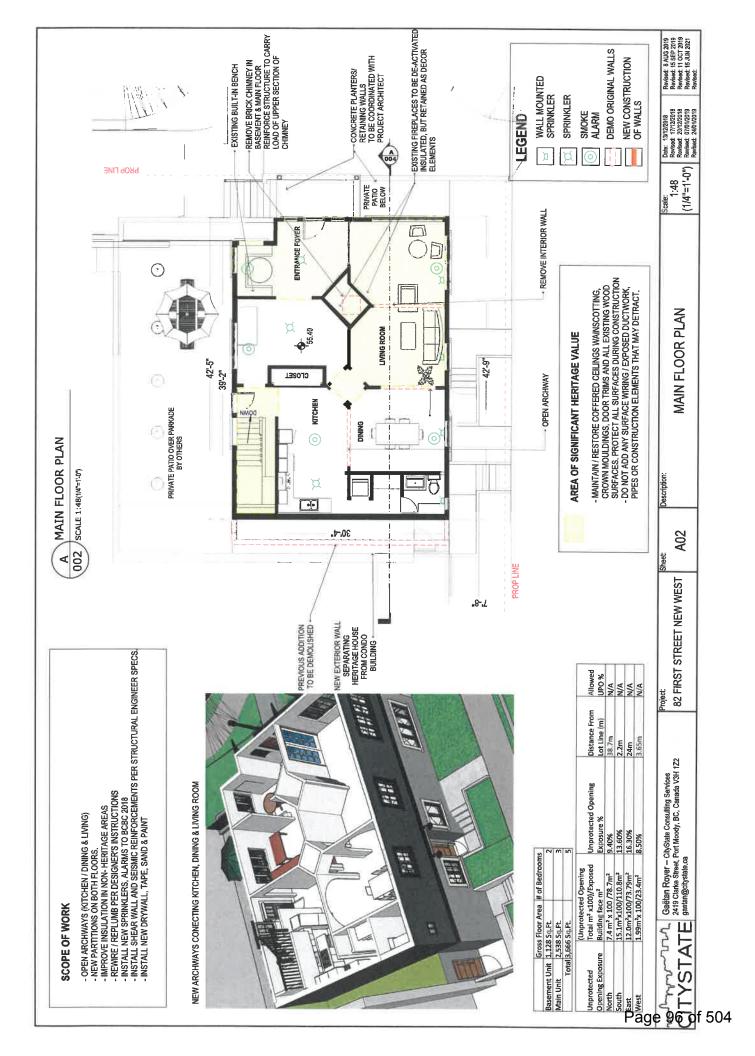
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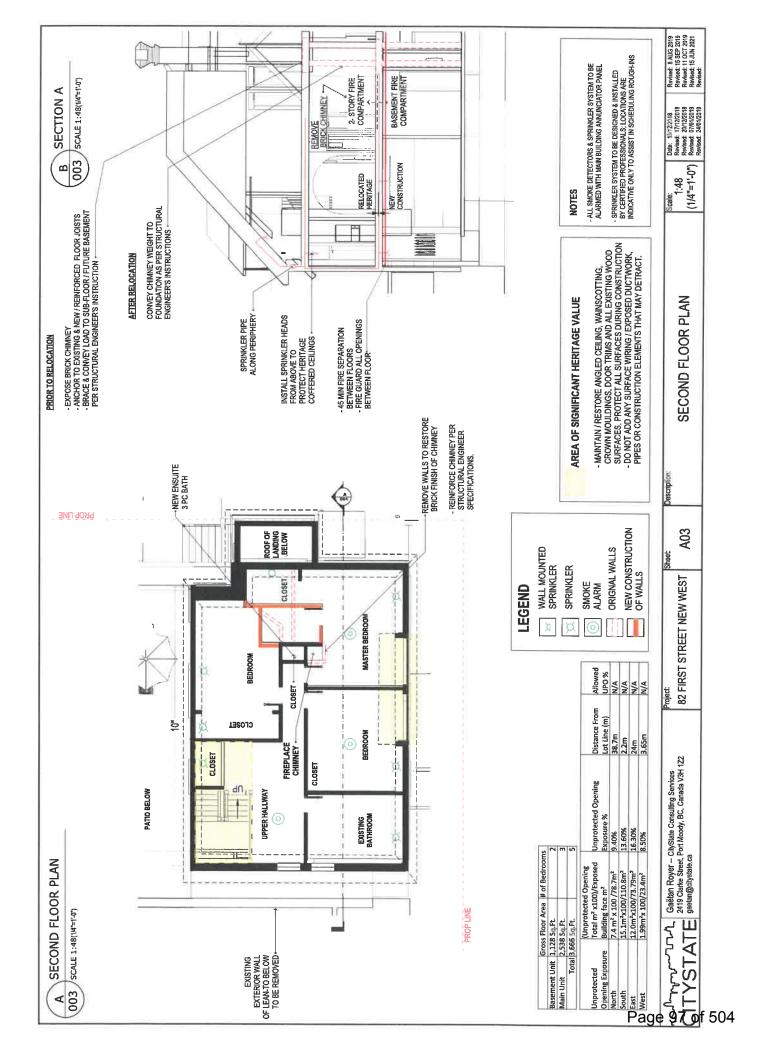


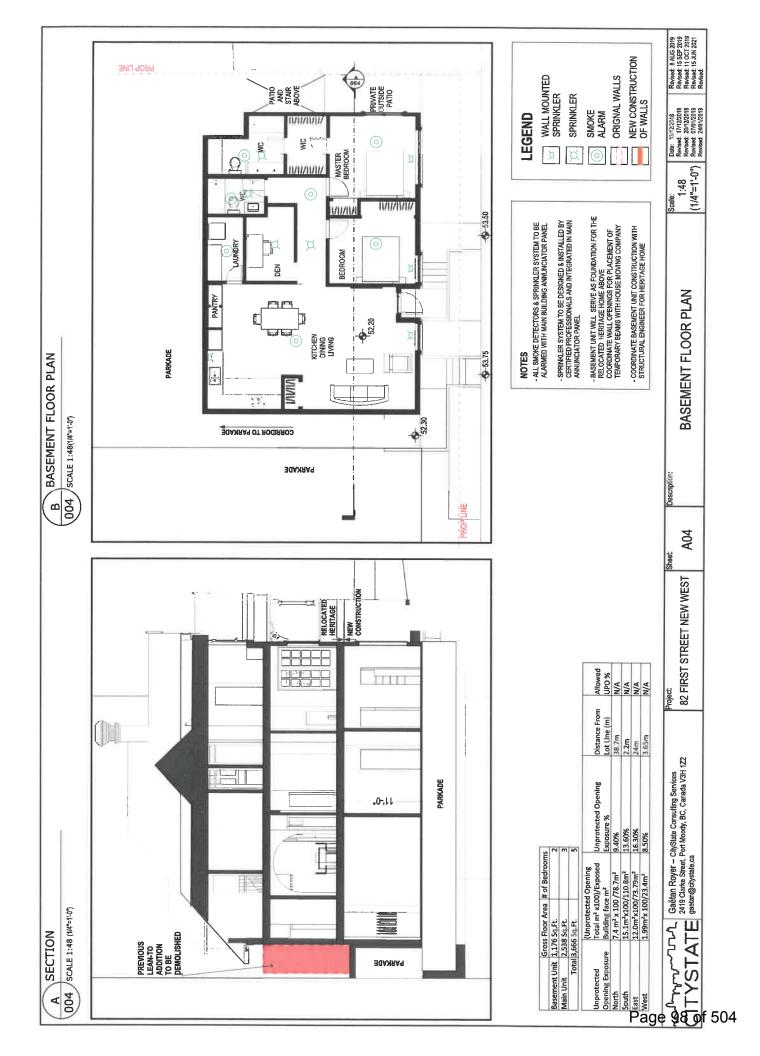


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### CONSULTANT TEAM

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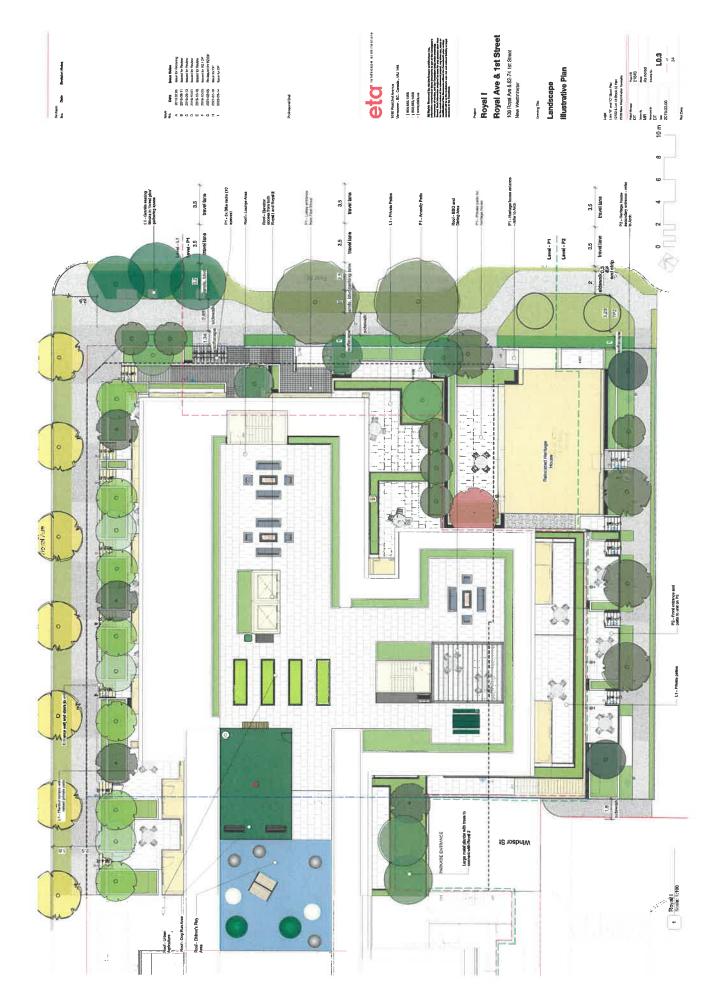


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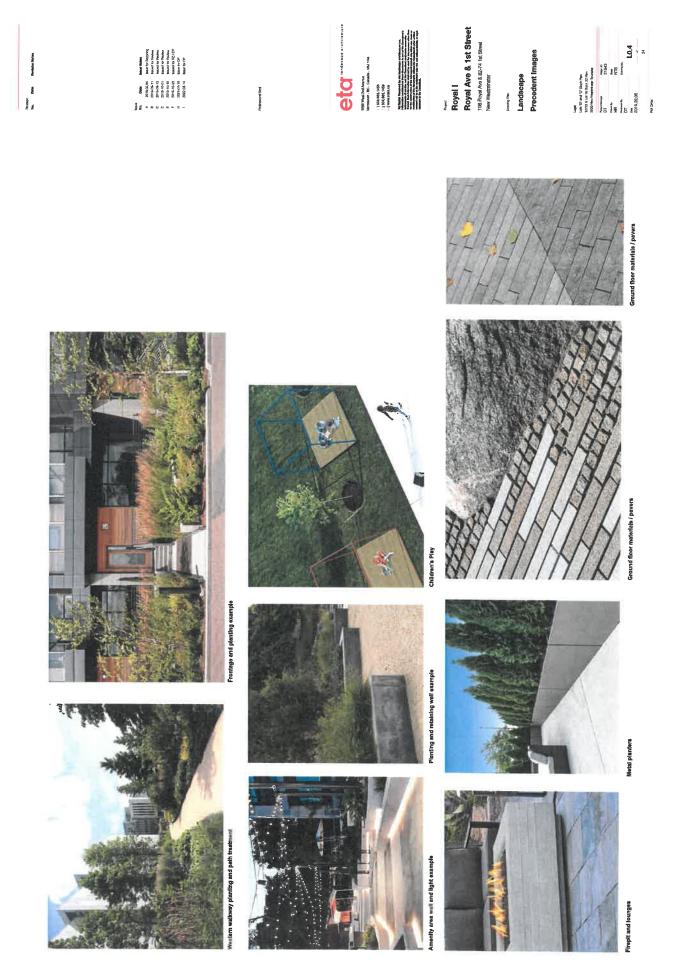
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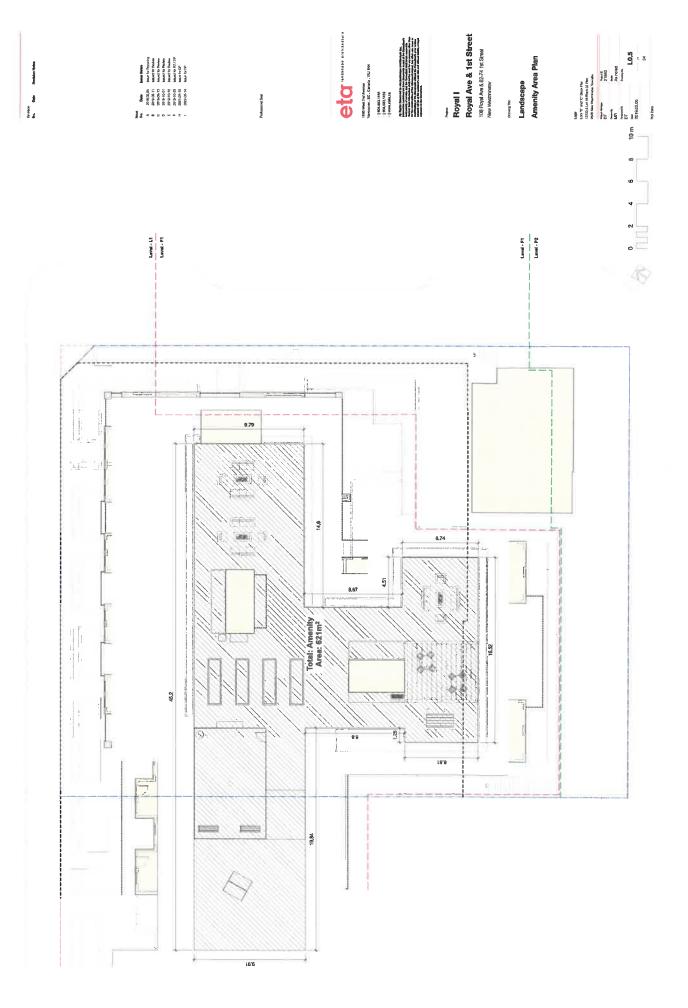
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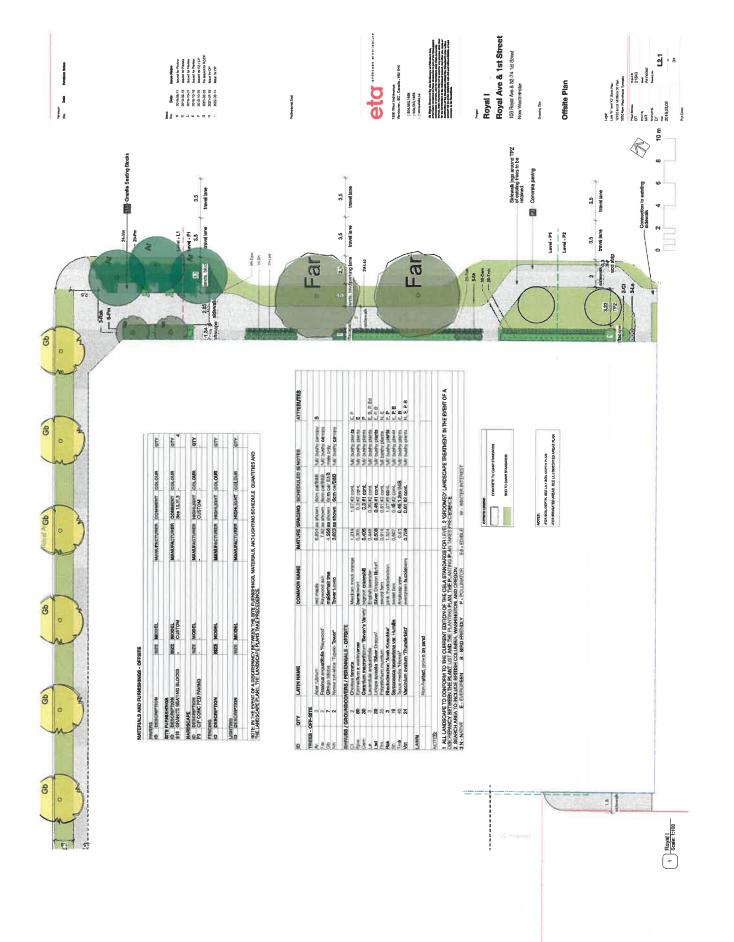


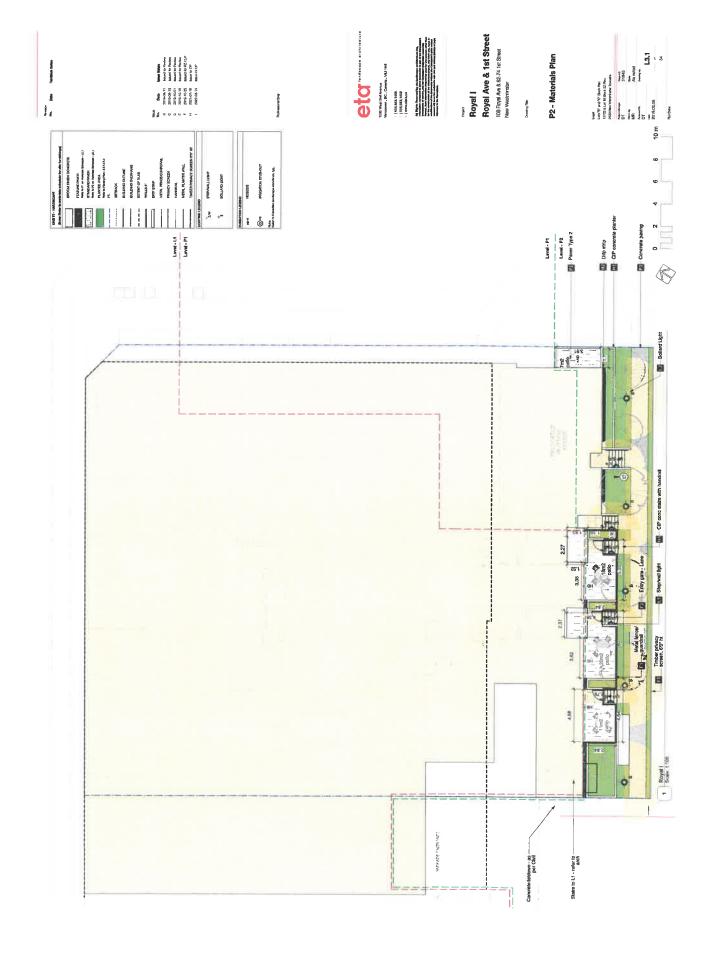
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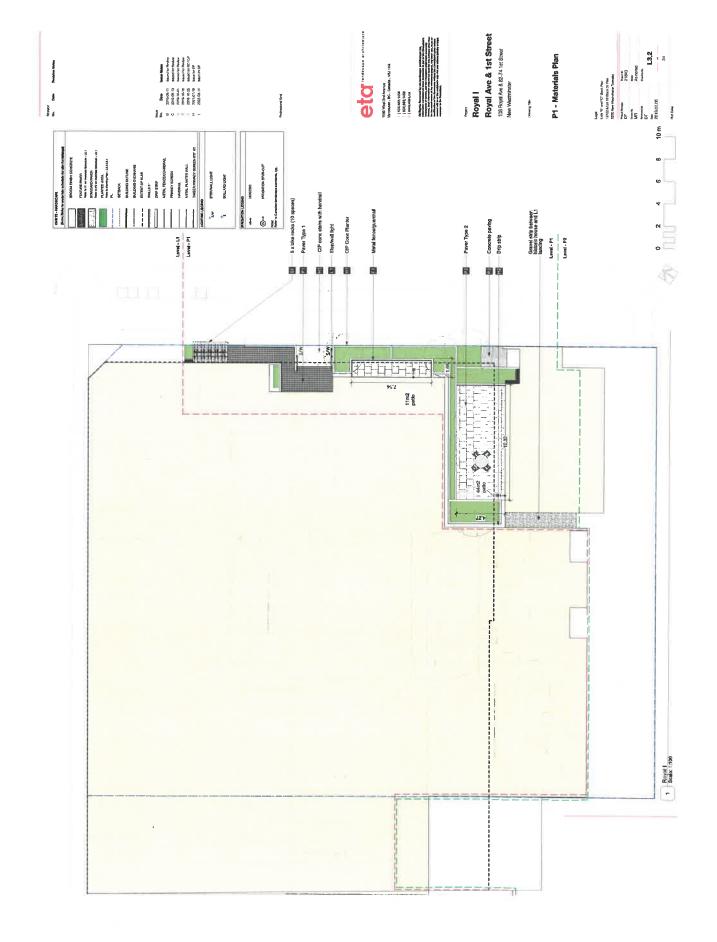


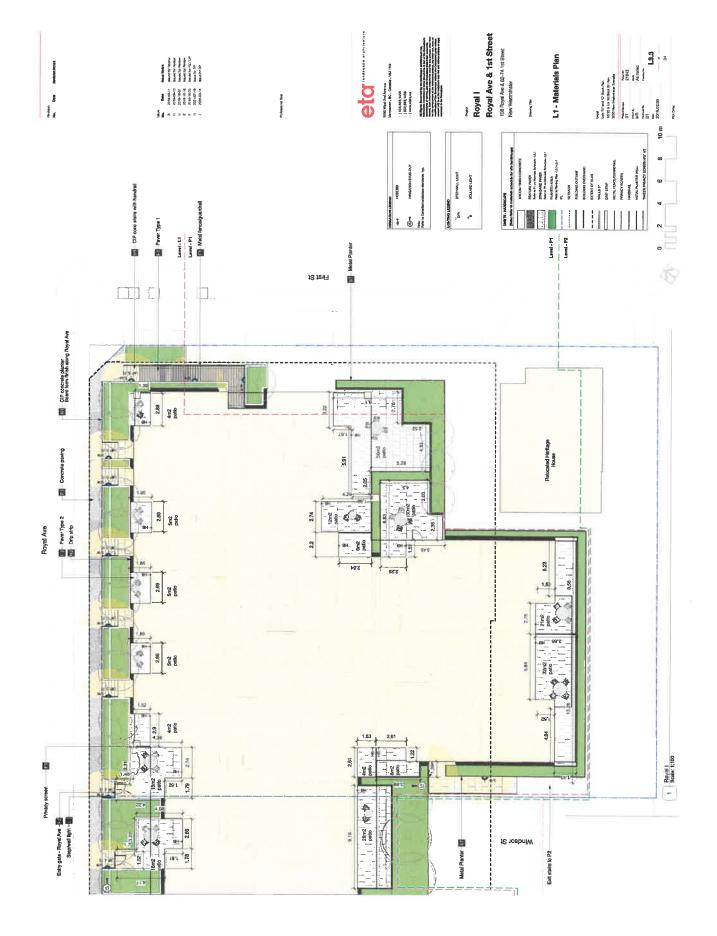


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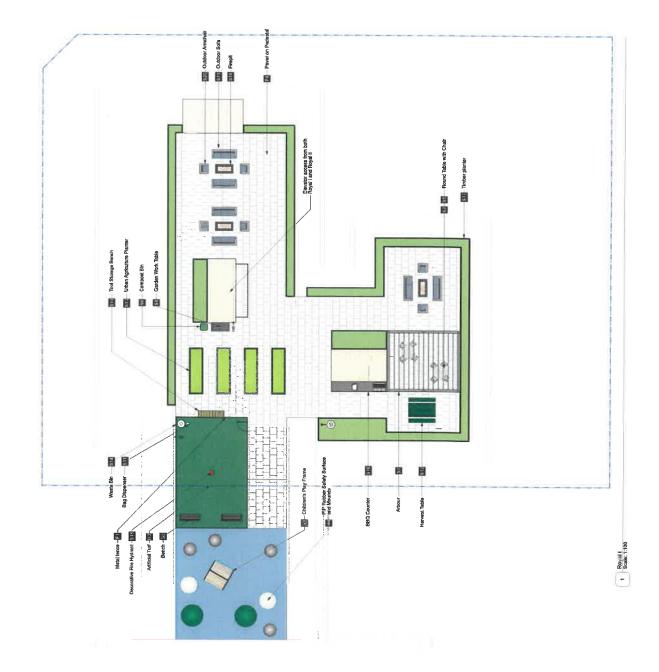


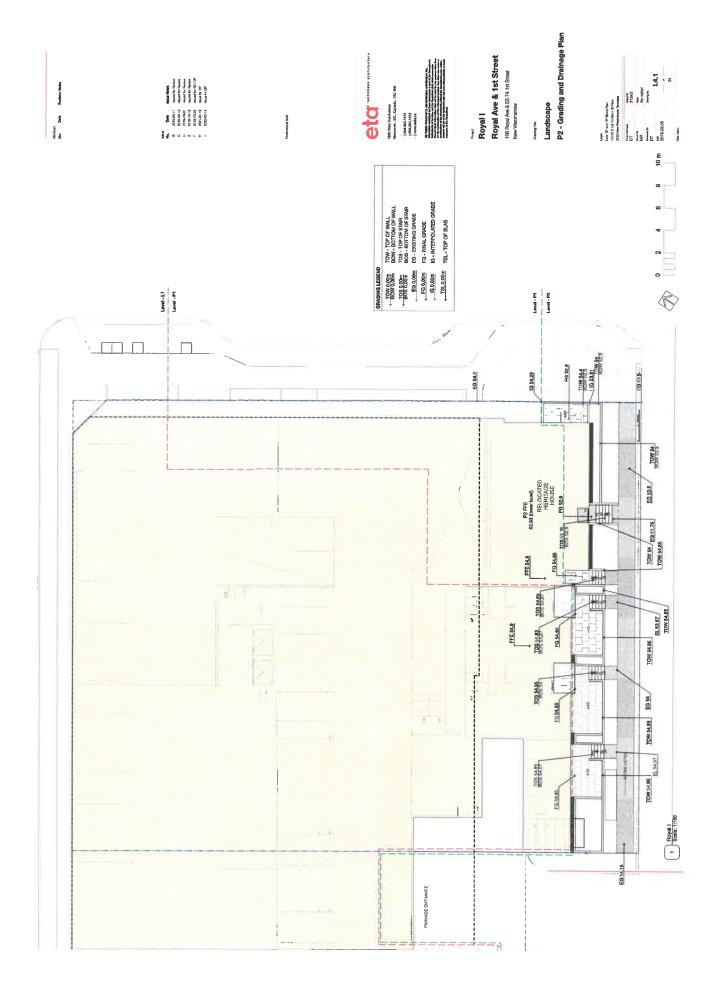


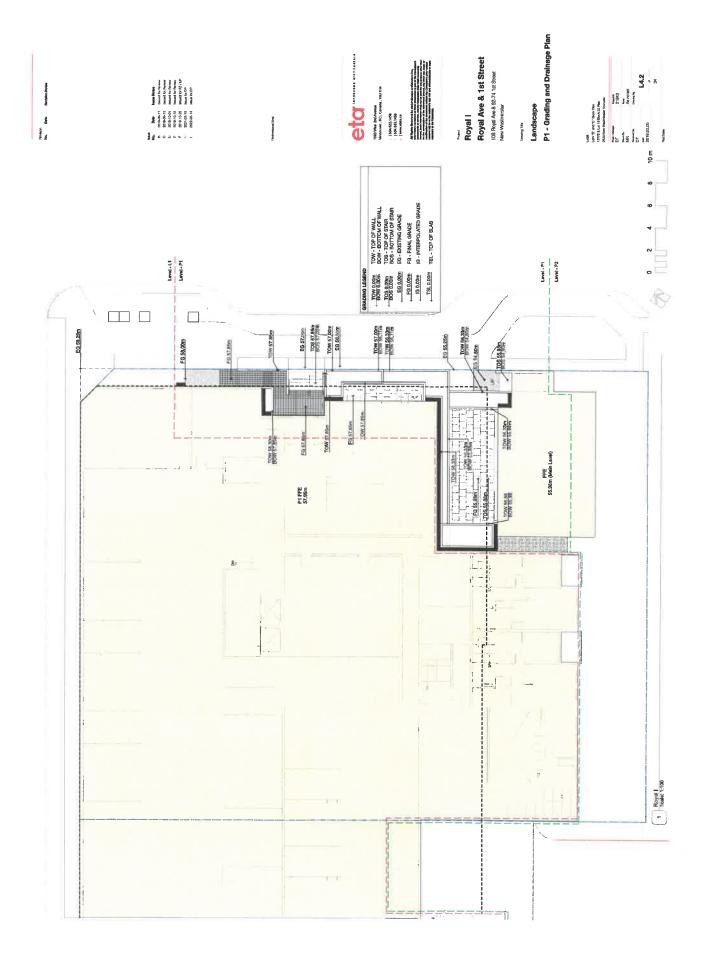


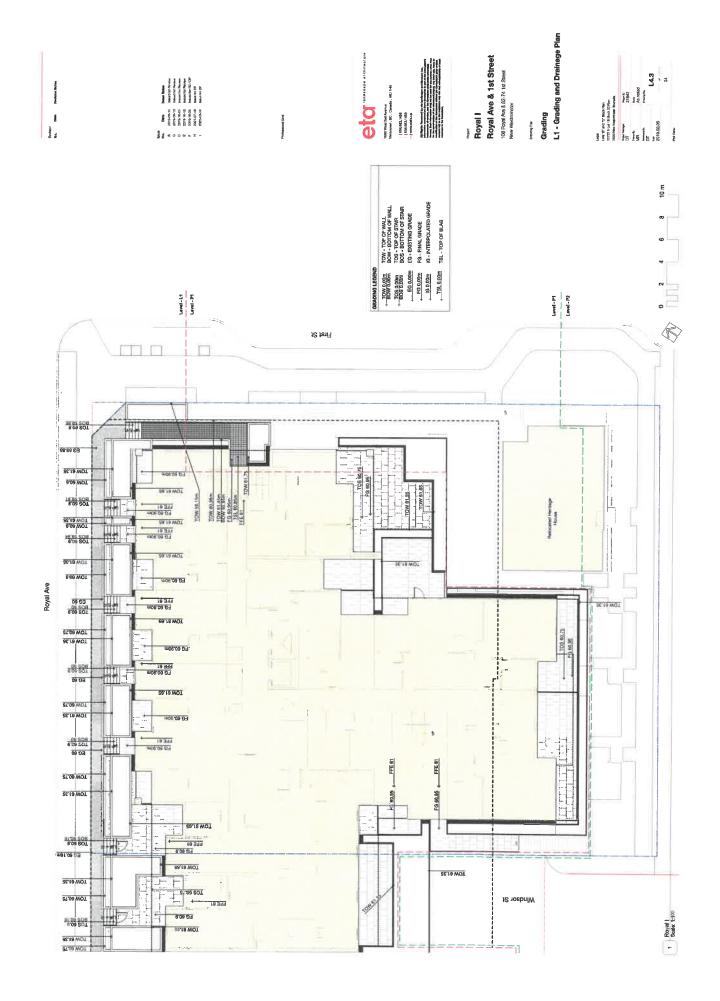


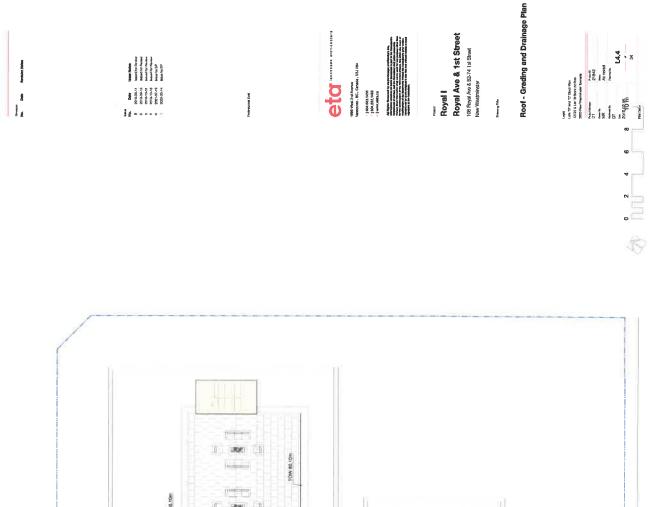




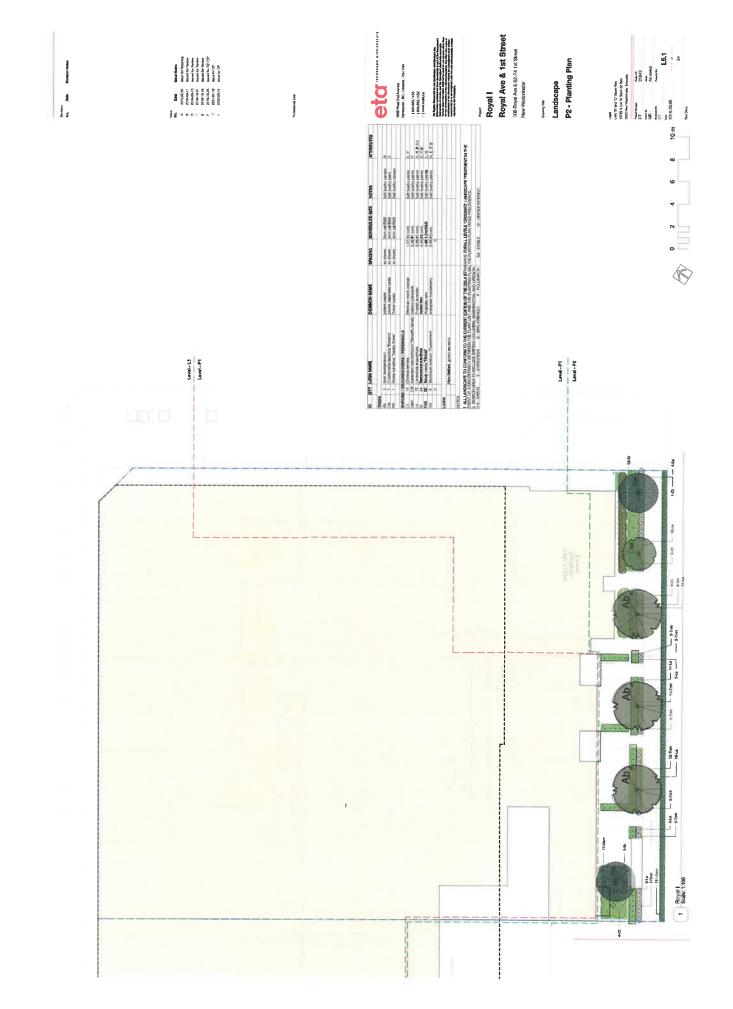


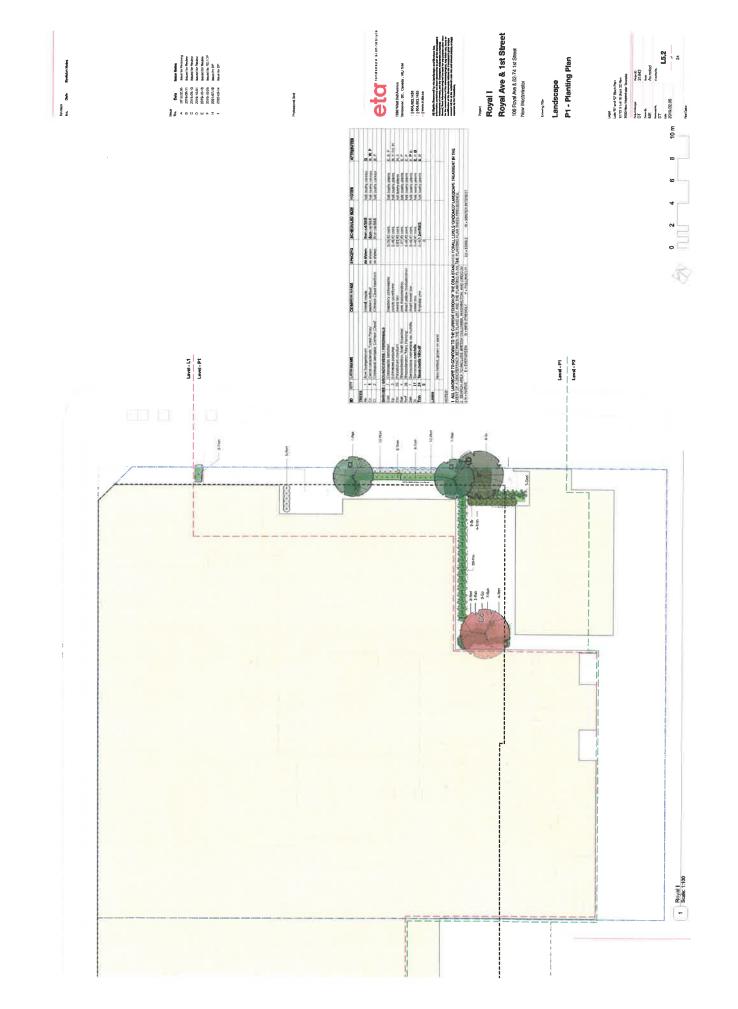


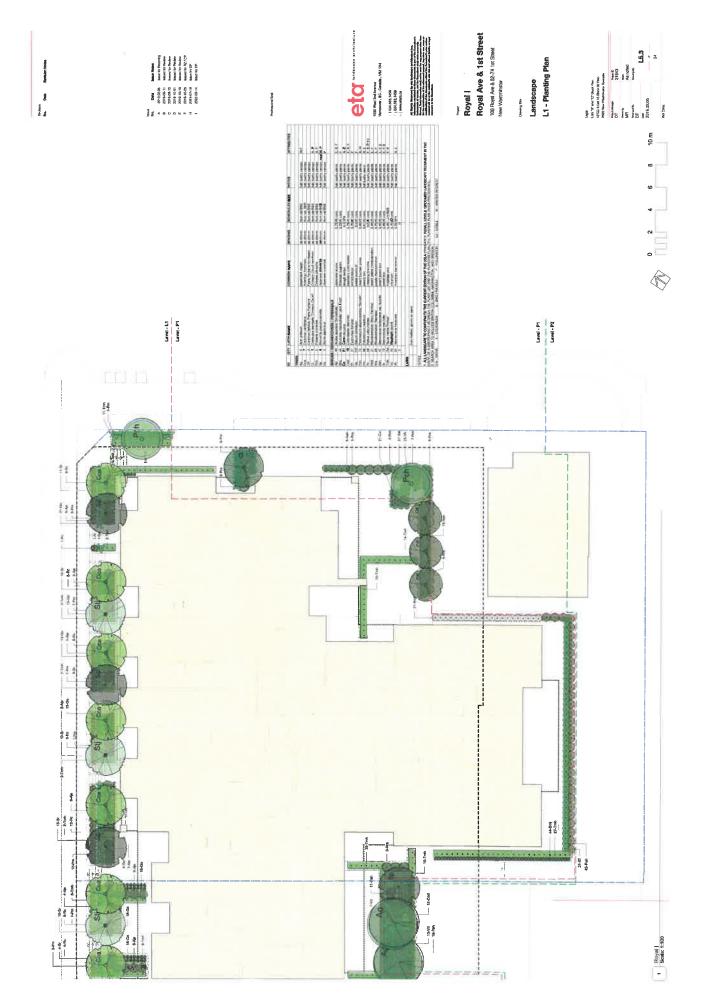




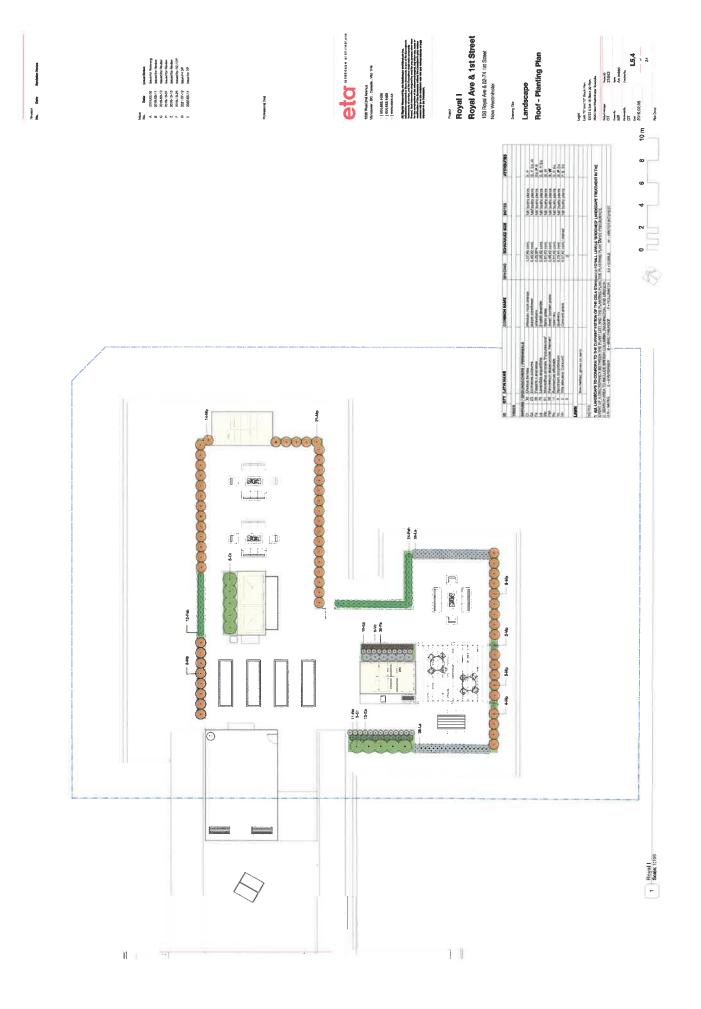




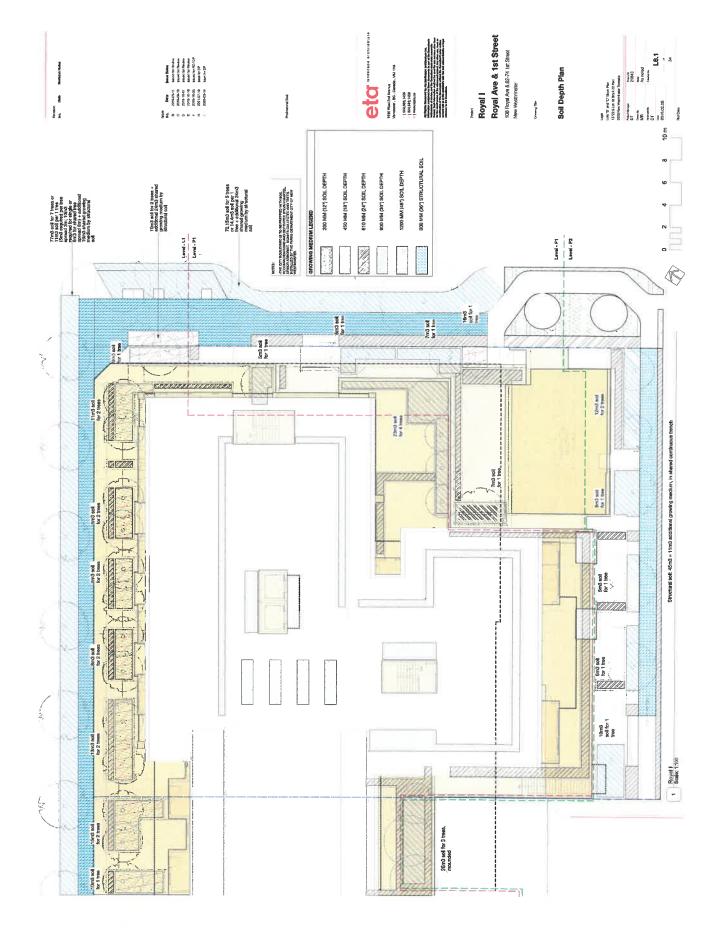


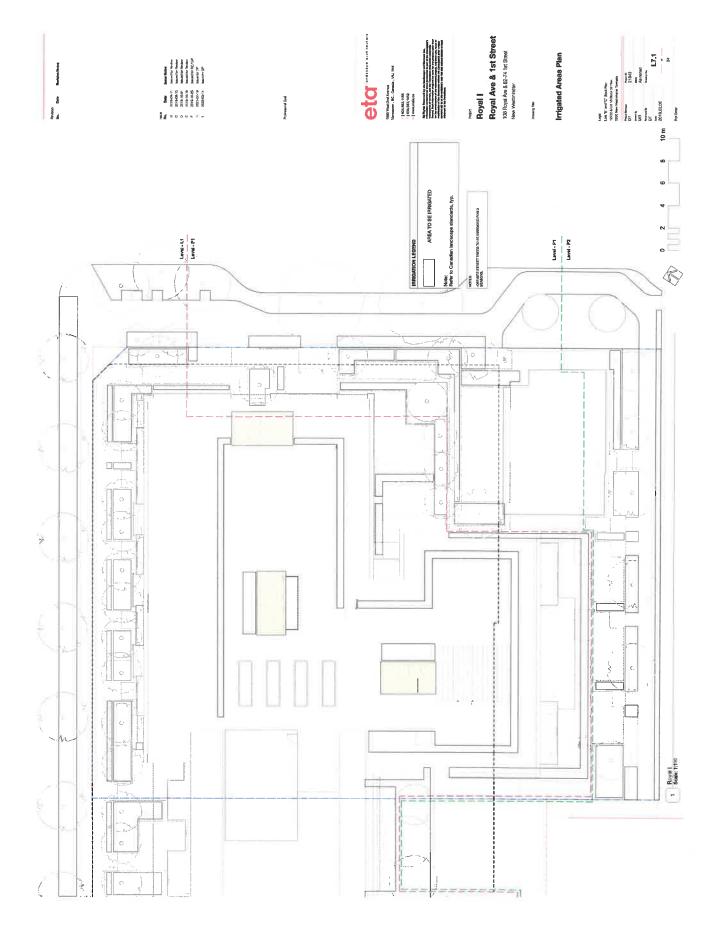


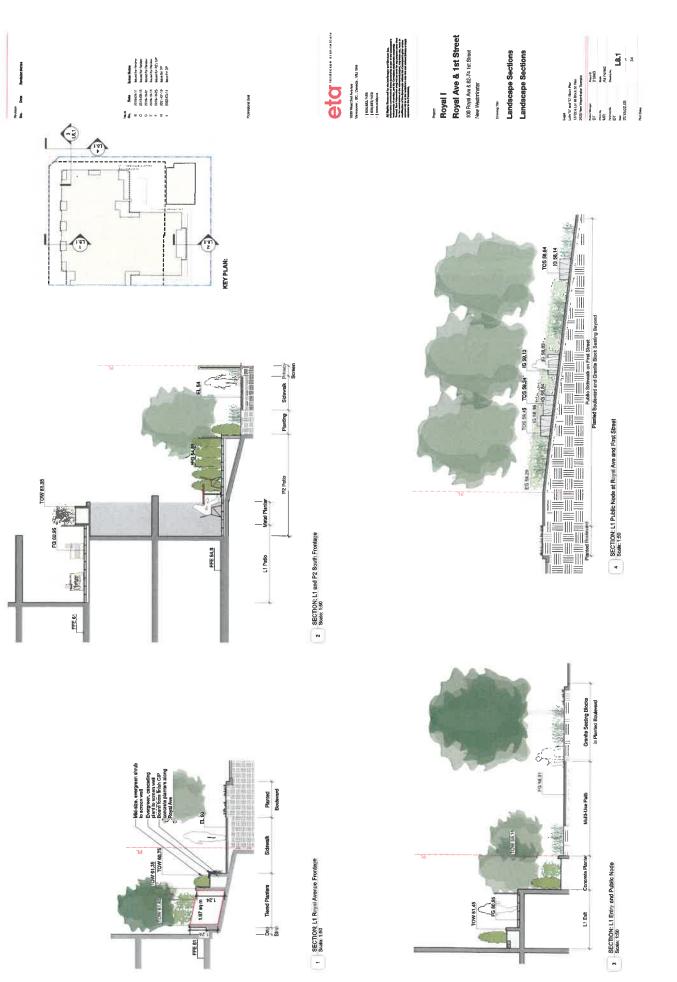
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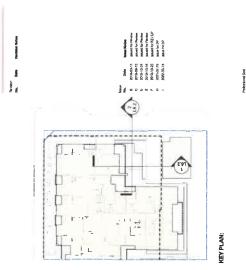
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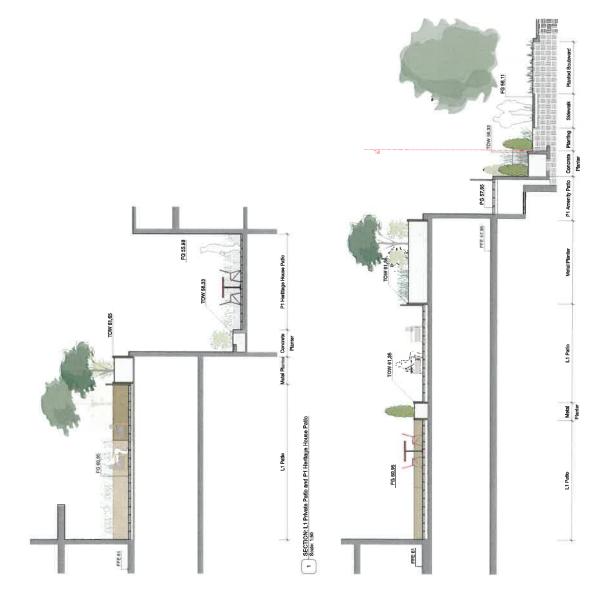




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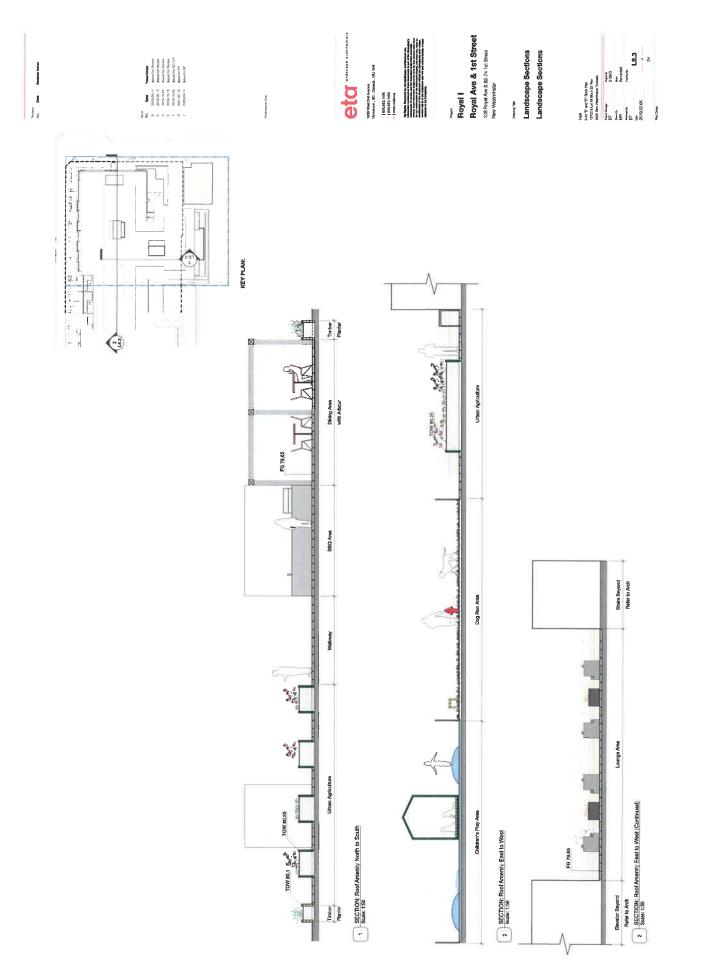


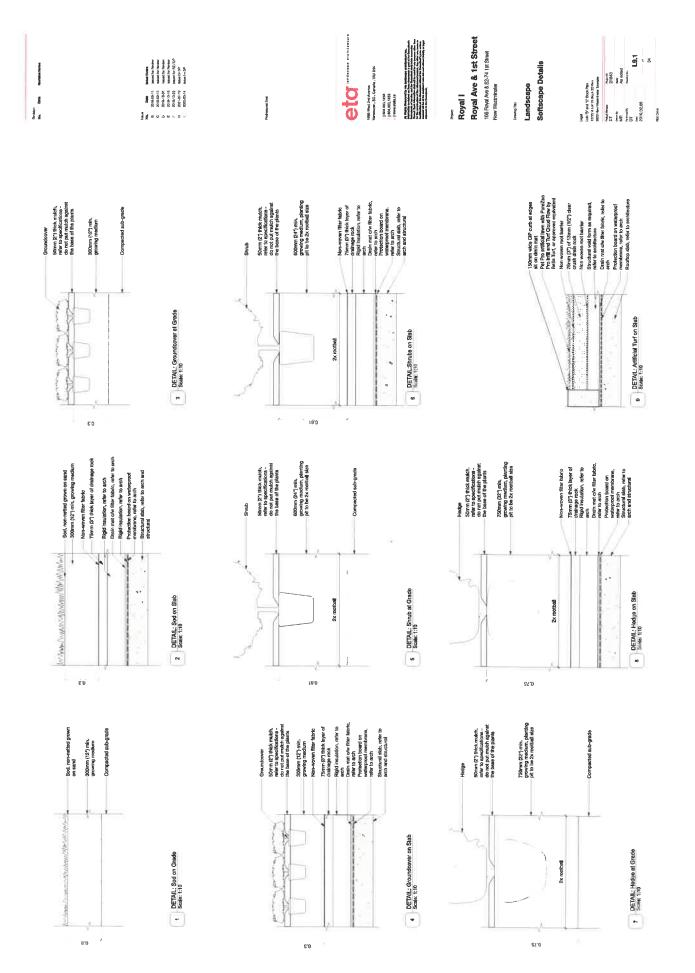




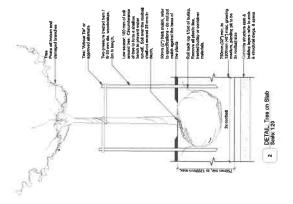
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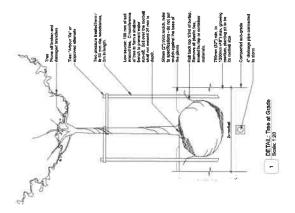
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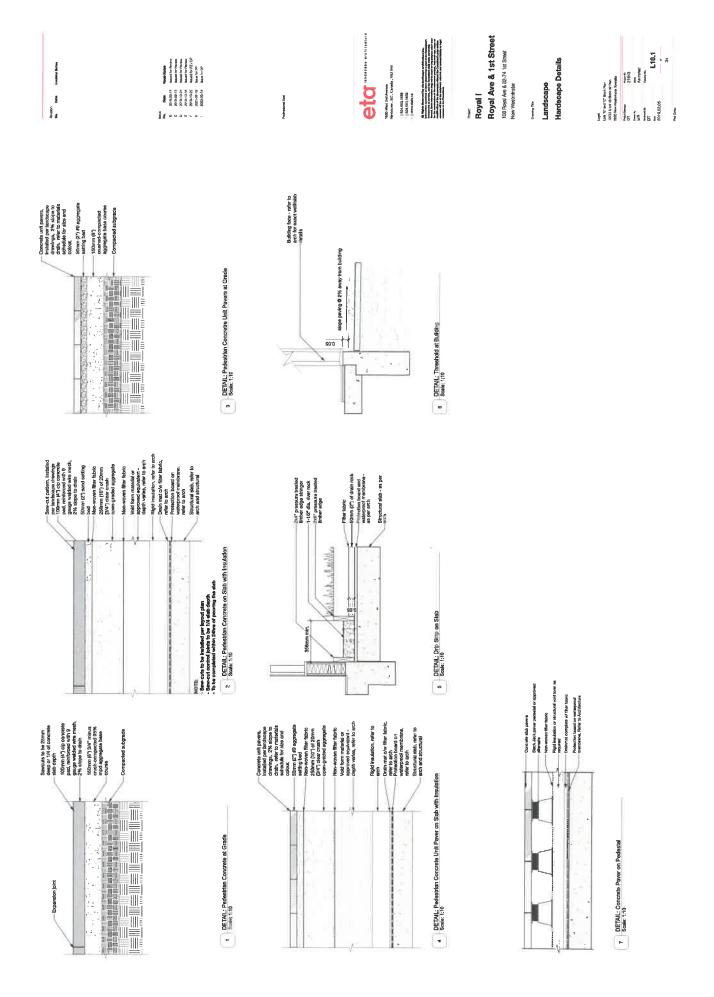


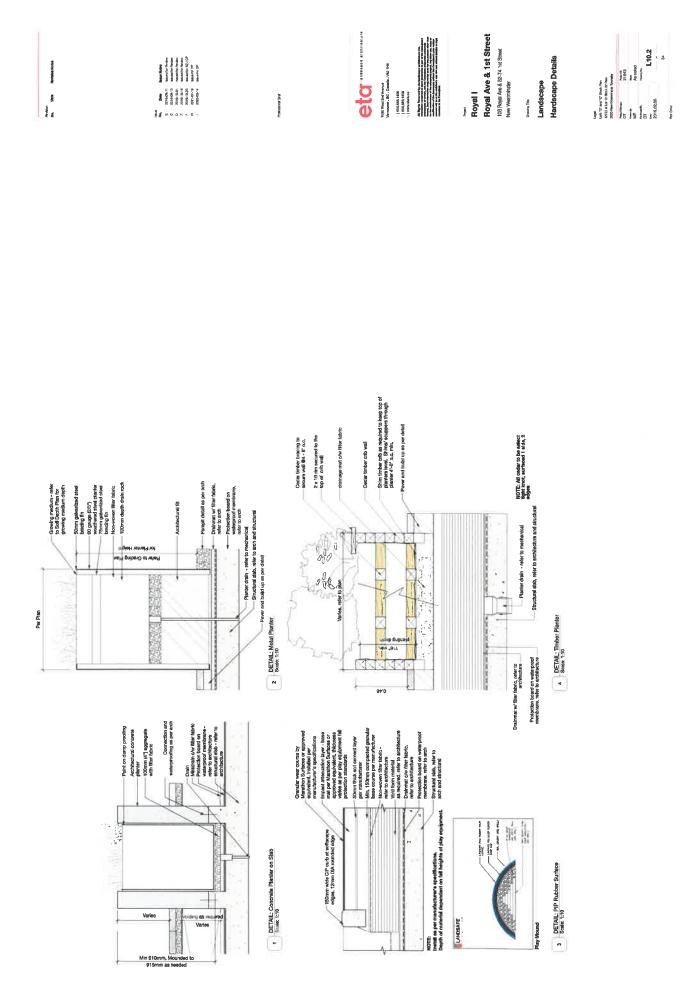




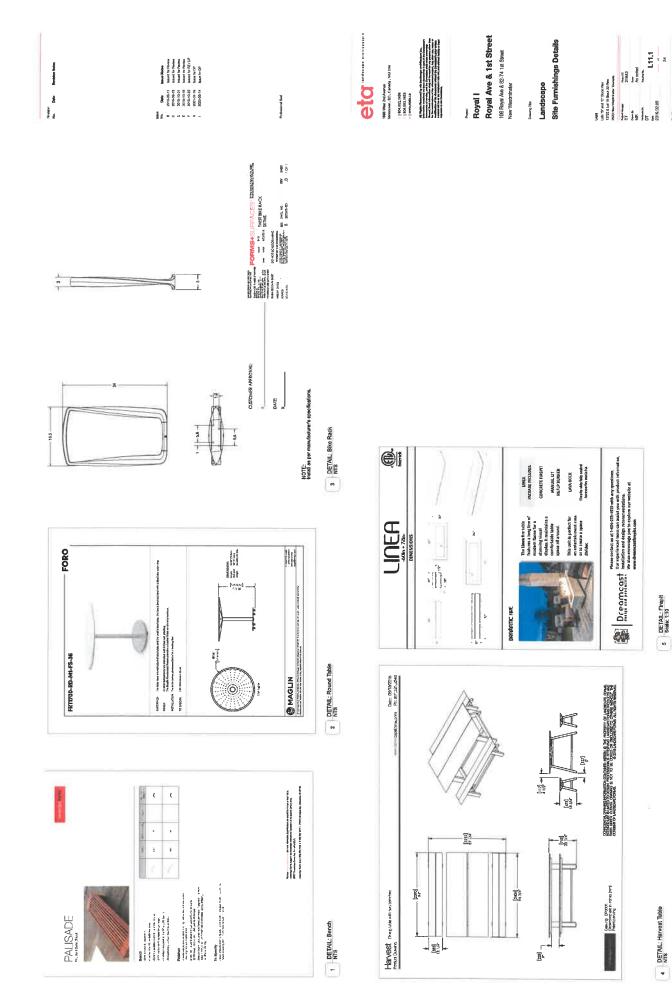






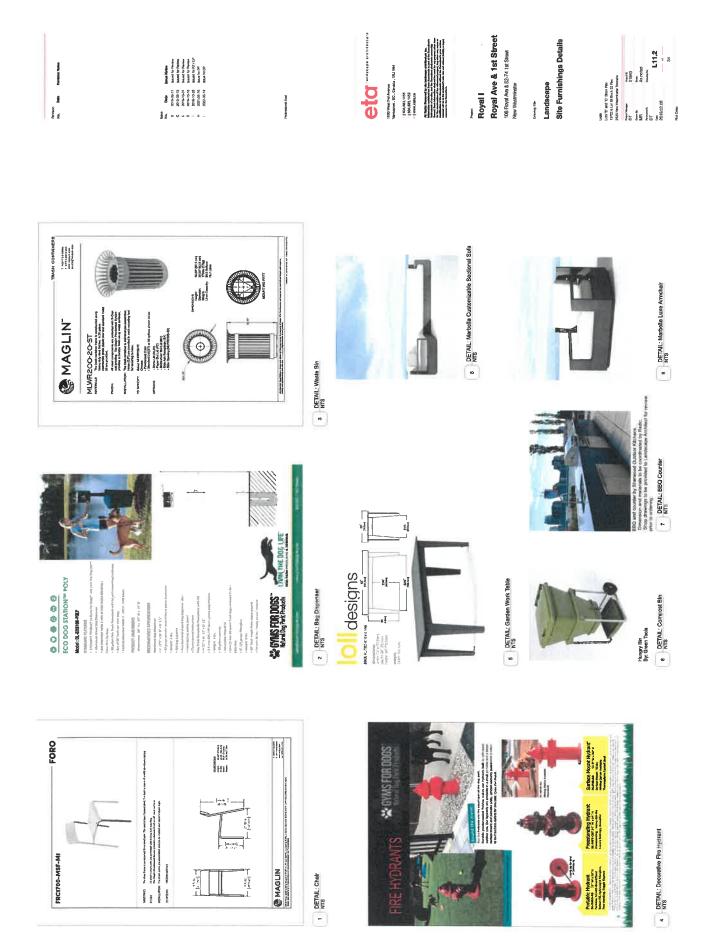


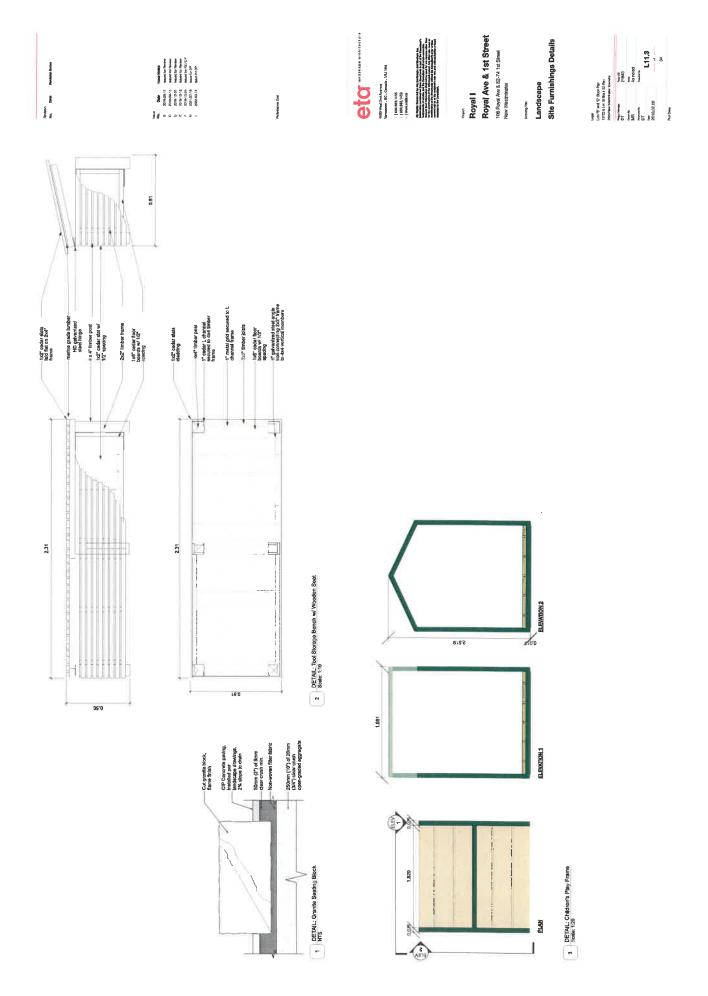
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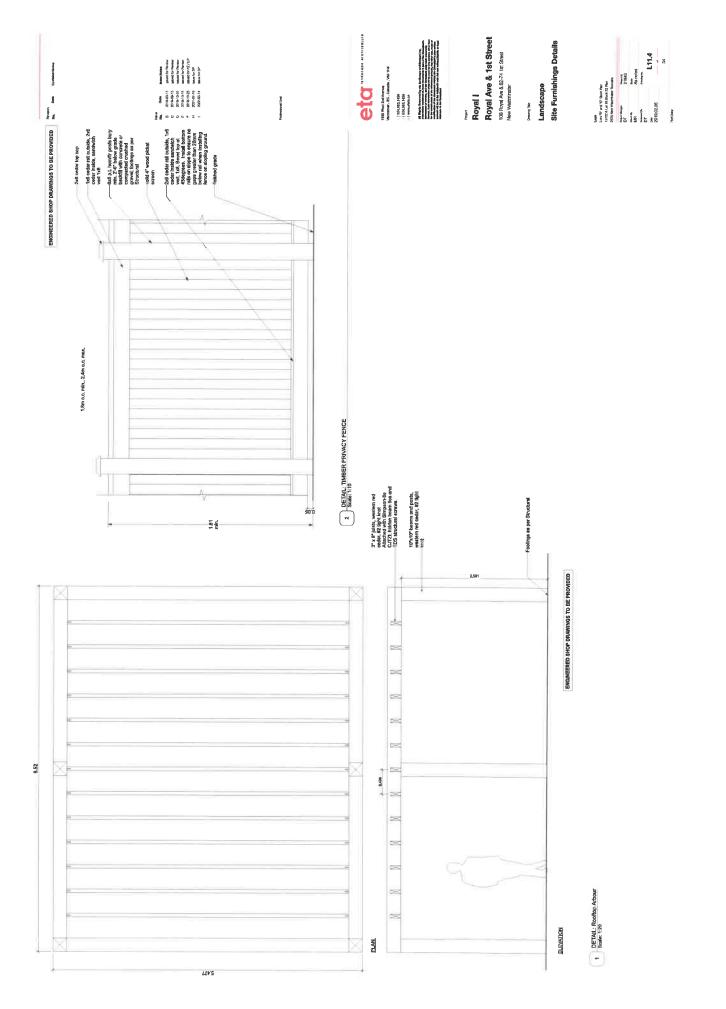
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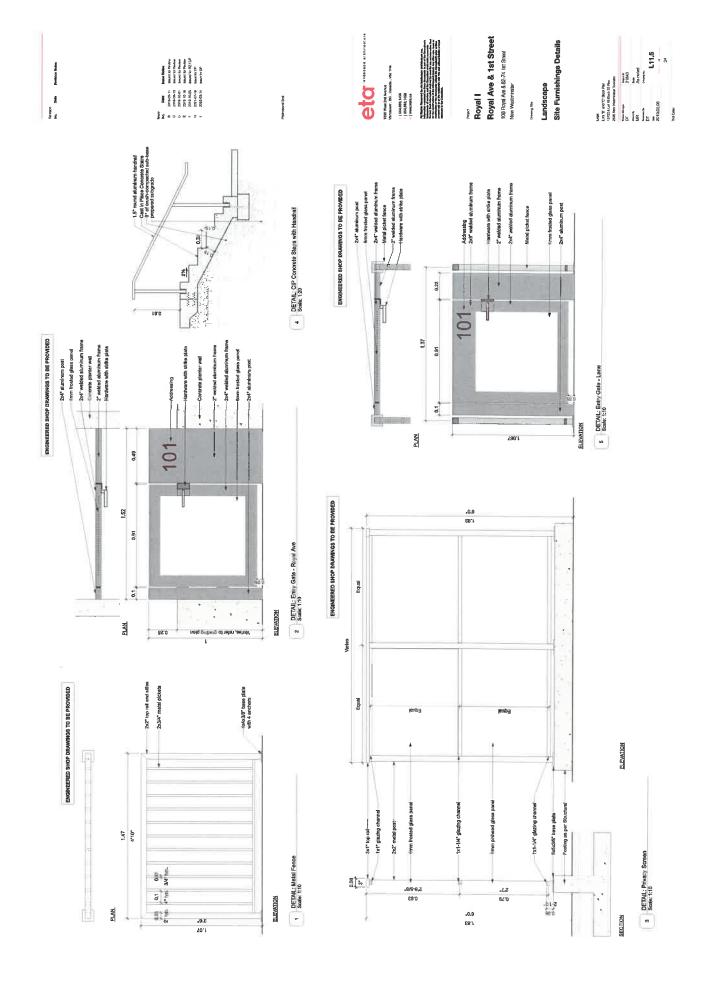




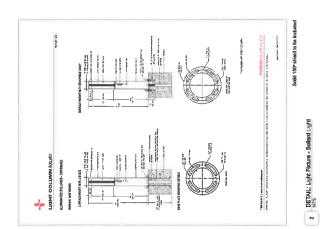
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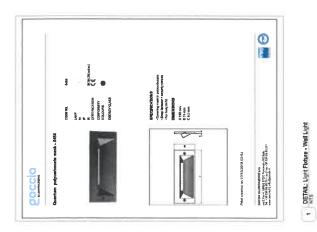






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## Civic Address: 112, 114 and 118 Royal Ave, New Westminster, BC for TPL Developments Royal 2 Inc

Revision Notes

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**ROYAL II** 

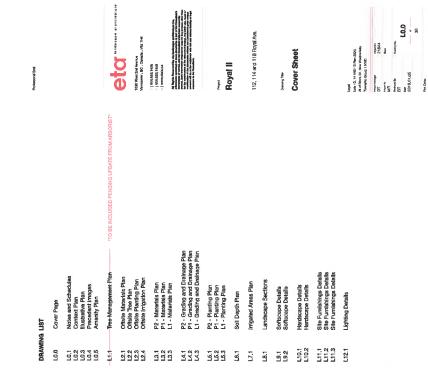
Legal Address: Lots 13, 14 AND 15 PLan 2620, All of Block 32, New Wesminster Townsite Group 1 NWD CONSULTANT TEAM

TPL Developments Windsor IREDALE Architecture eta landscape architecture OWNER: ARCHITECT: LANDSCAPE:

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**ISSUED FOR DP: MARCH 14, 2022** 





Cunningham Street

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Revision Notes

Date

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ATTRIBUTES

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COMMON NAME

PLANT LIST - ONSITE ID OTY LIMIN NAME

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Notes and Schedules

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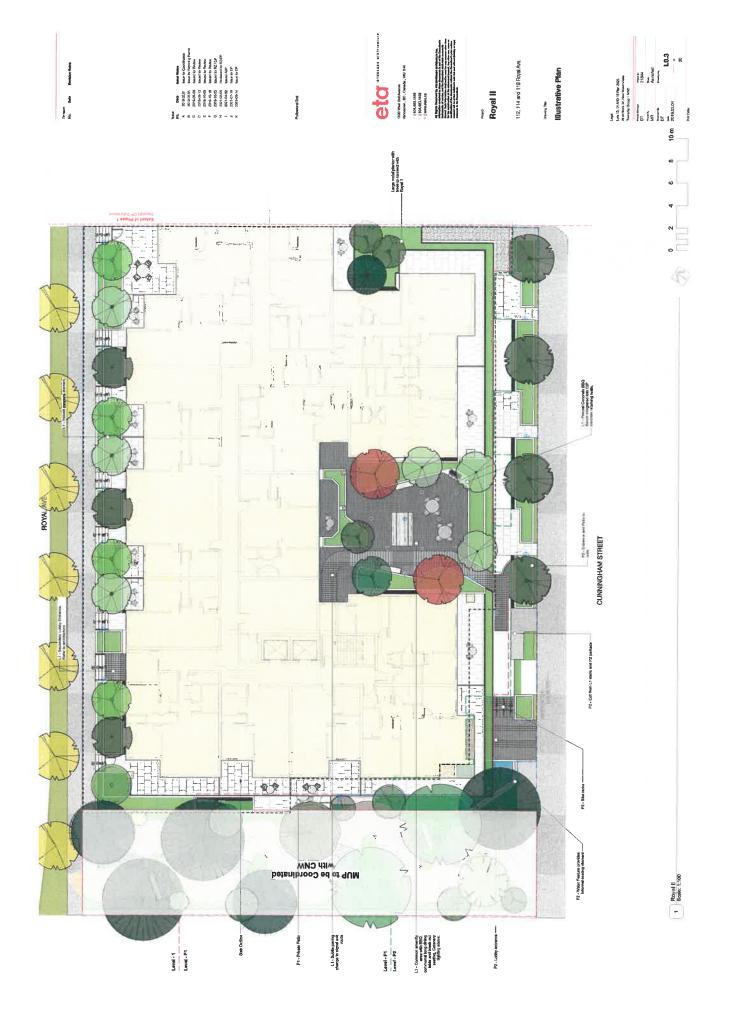


Revenues Notes

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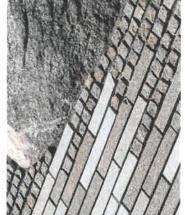
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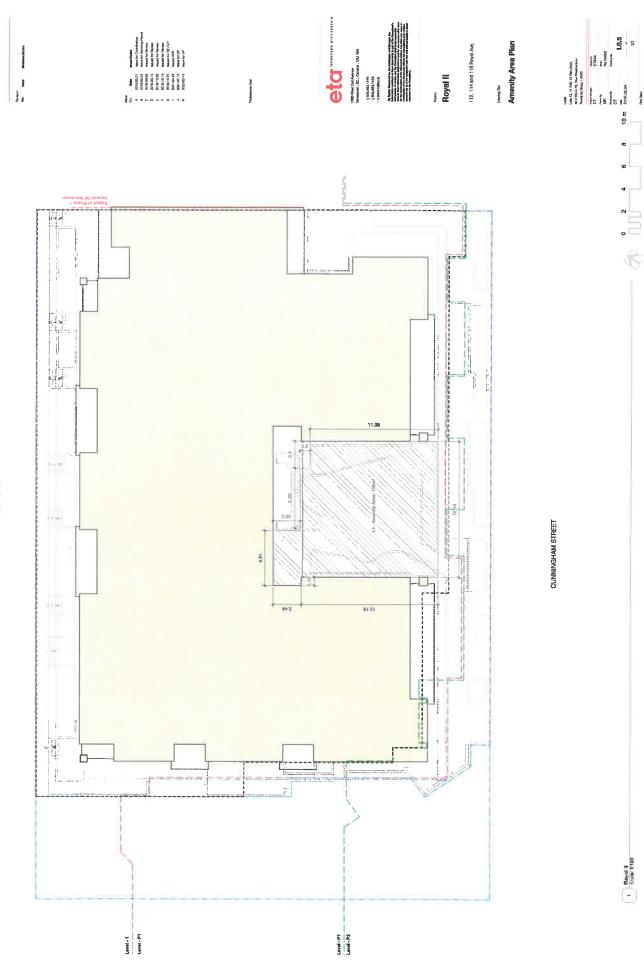




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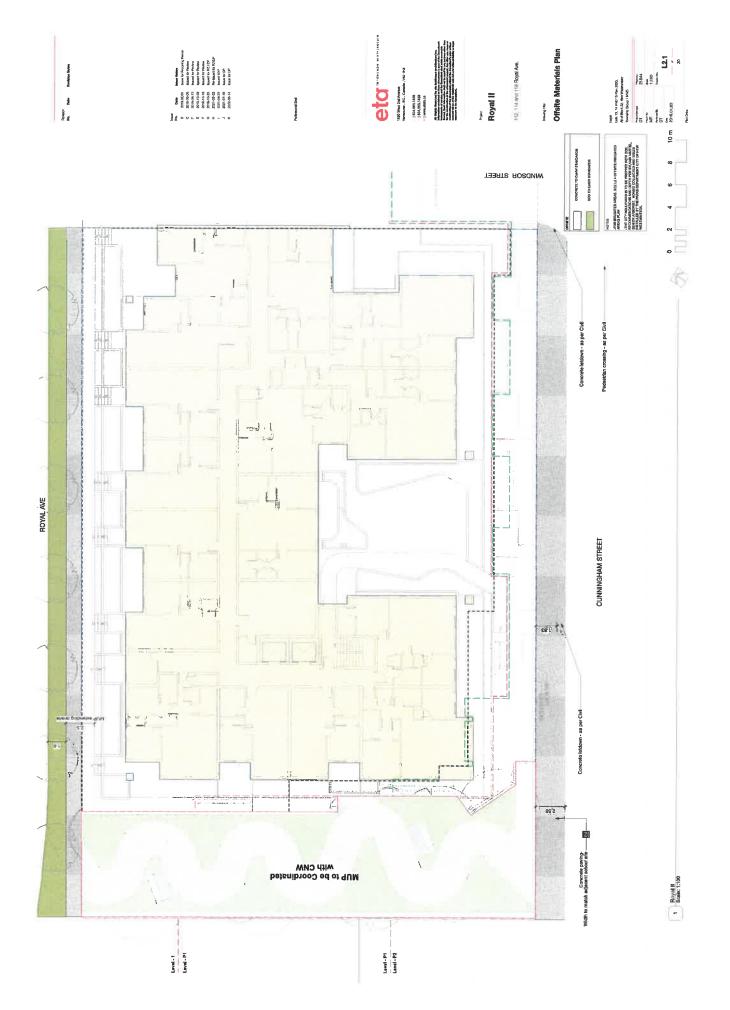
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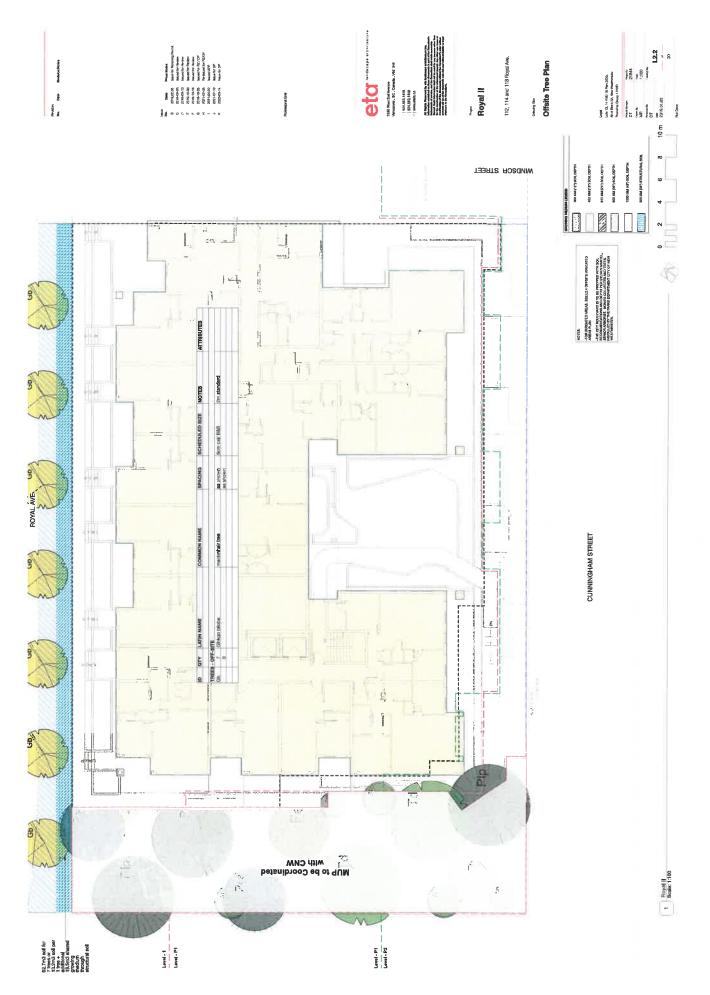
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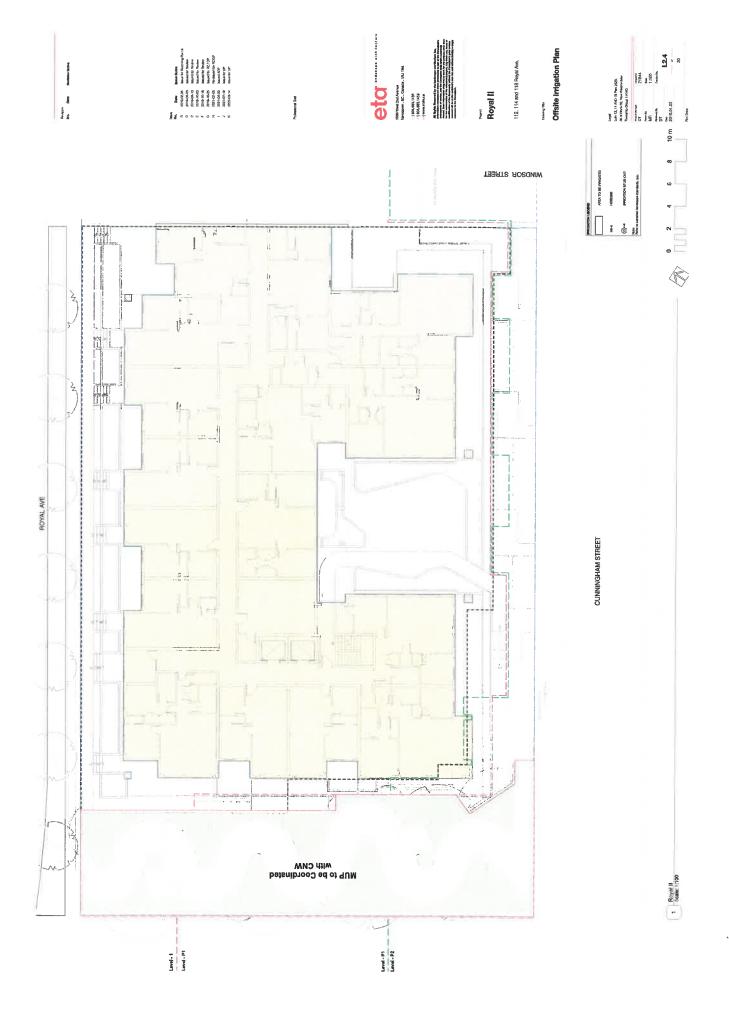
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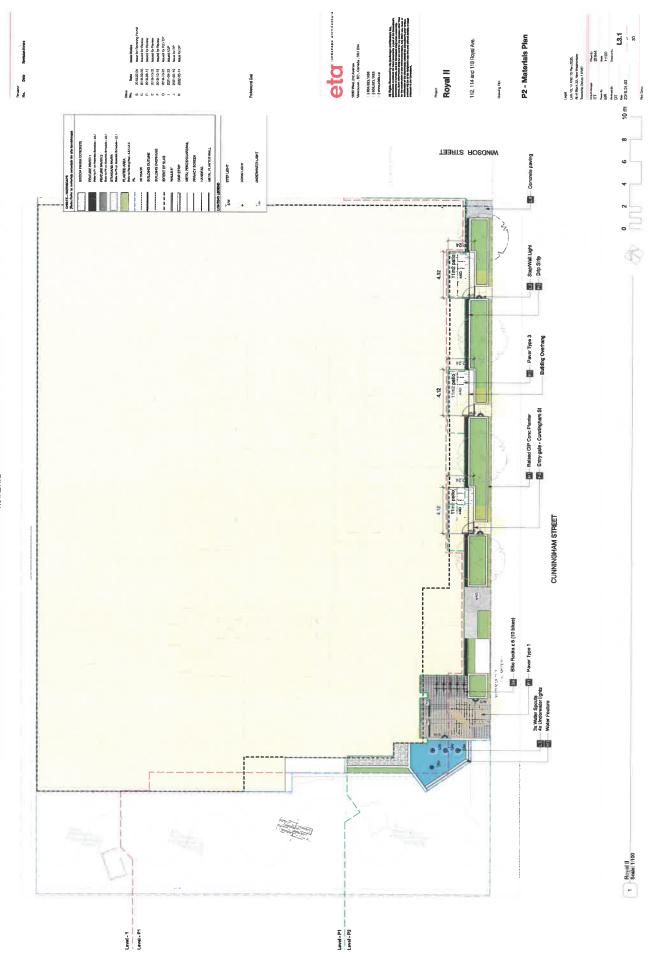
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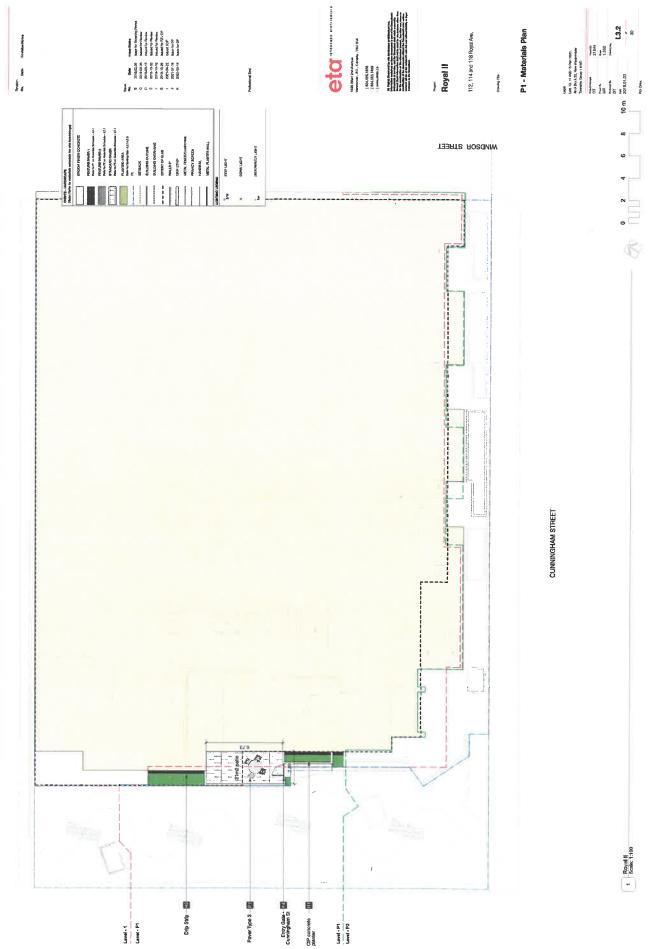




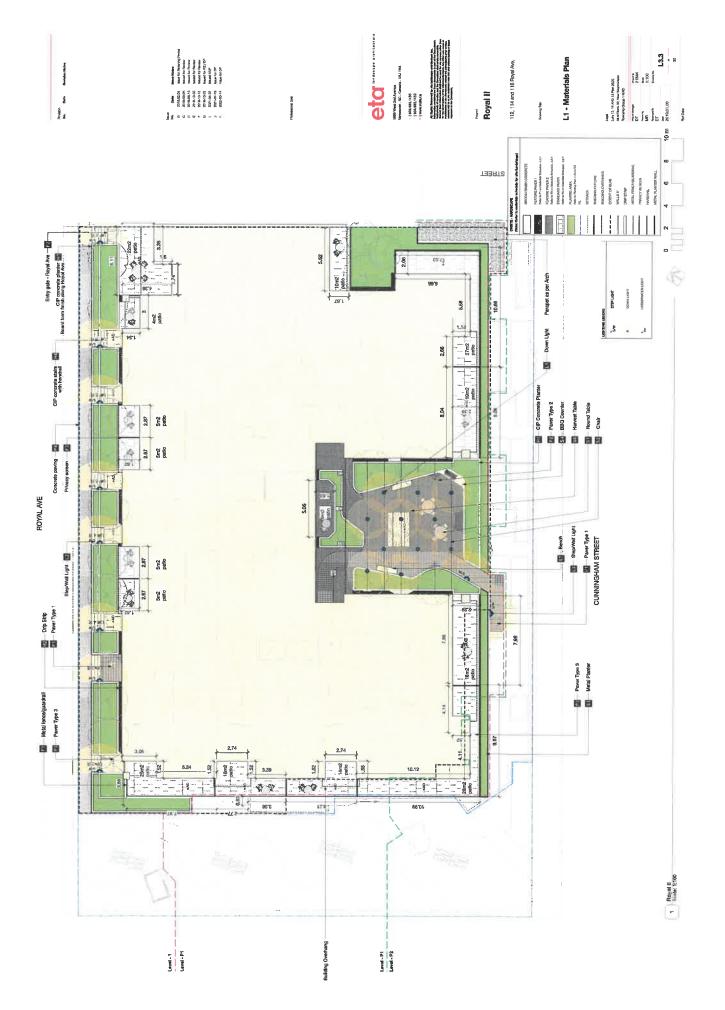




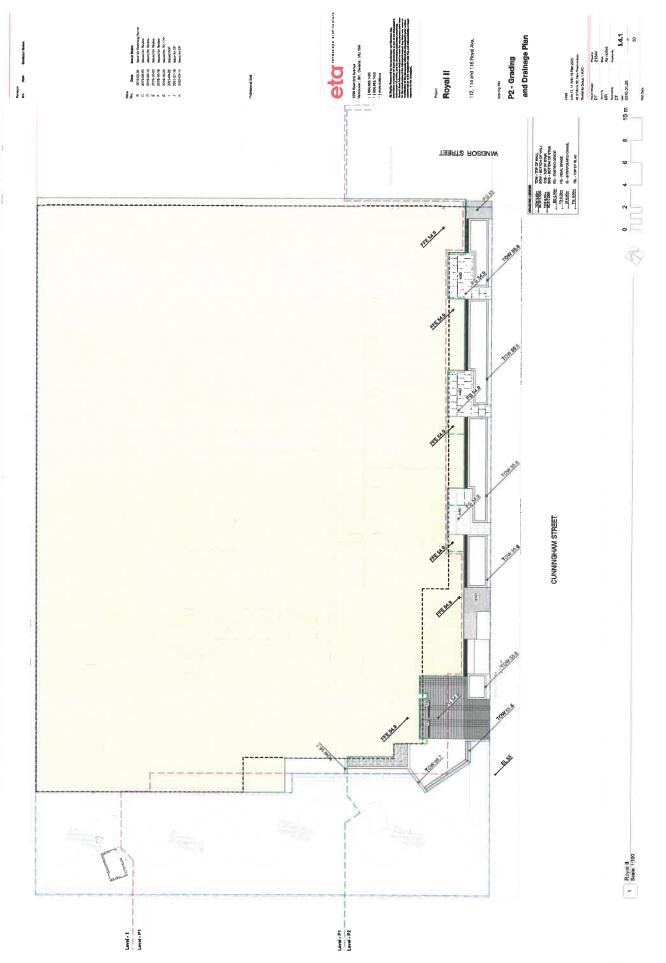
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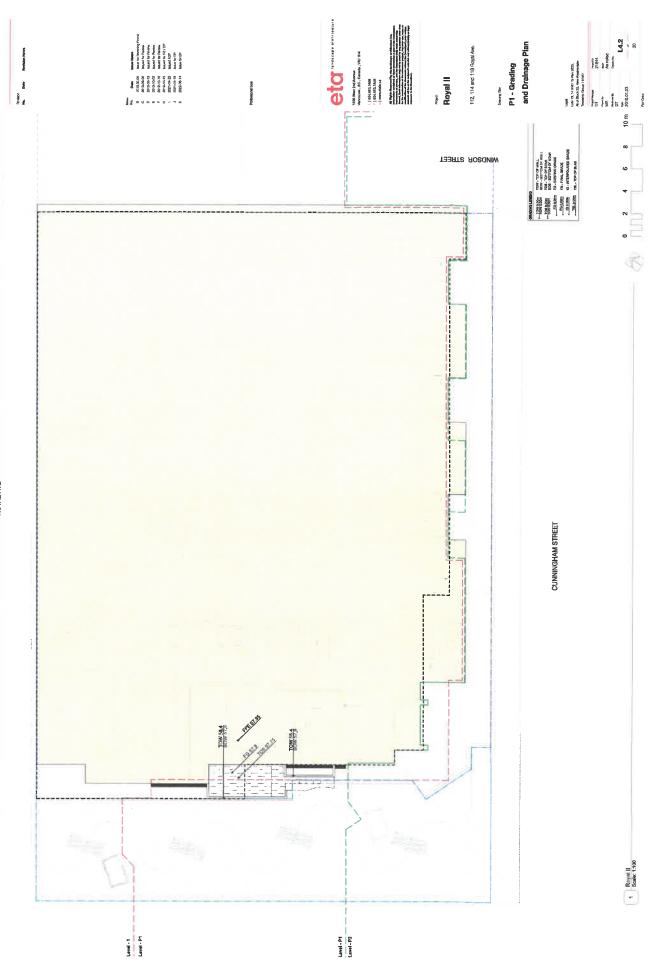


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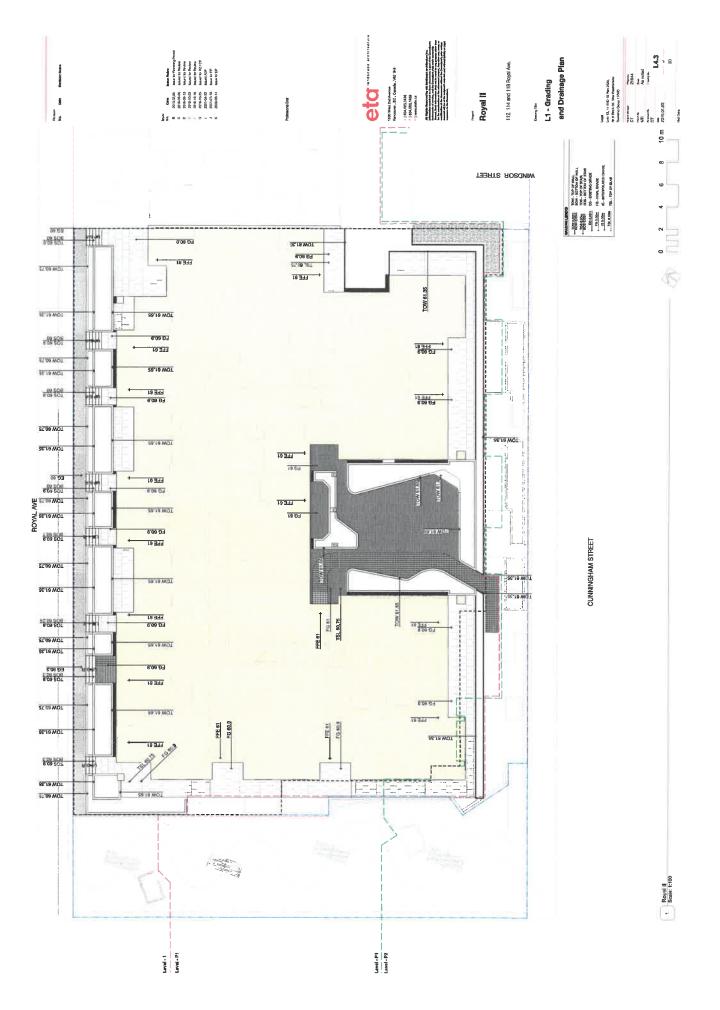


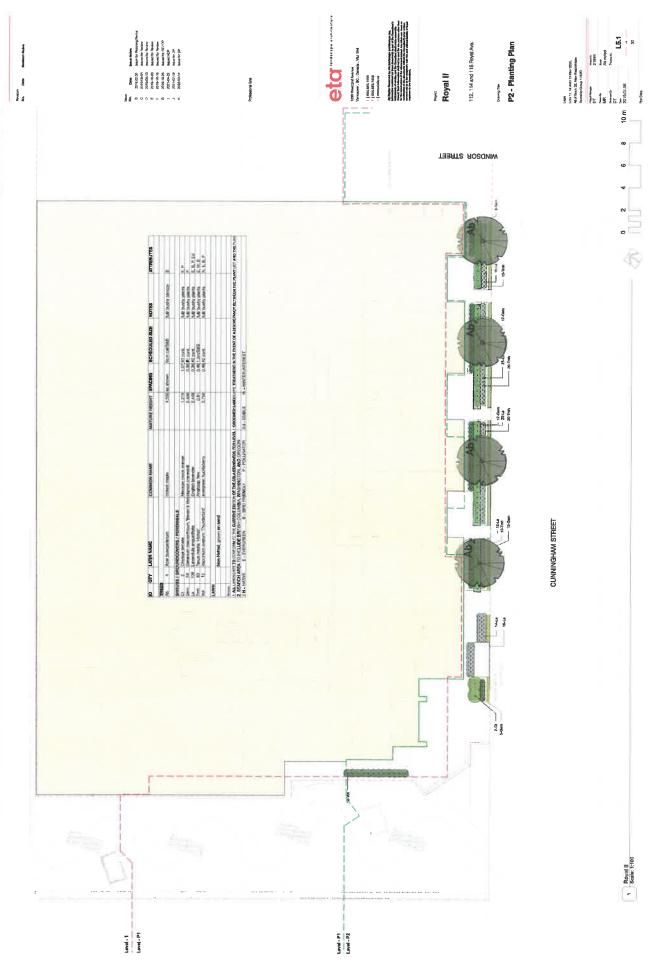


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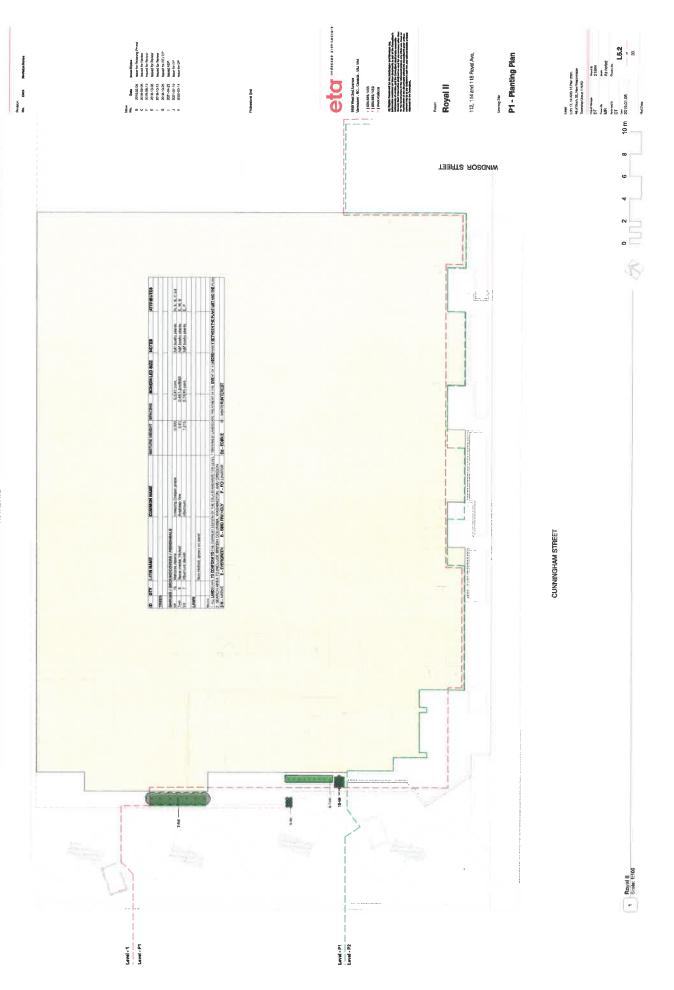


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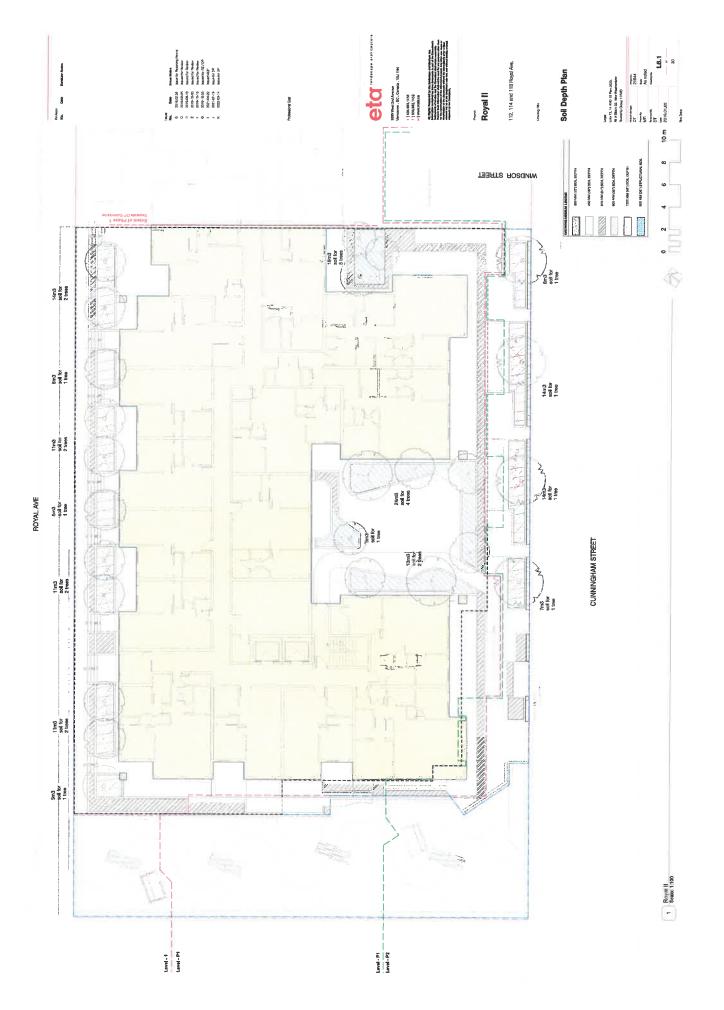
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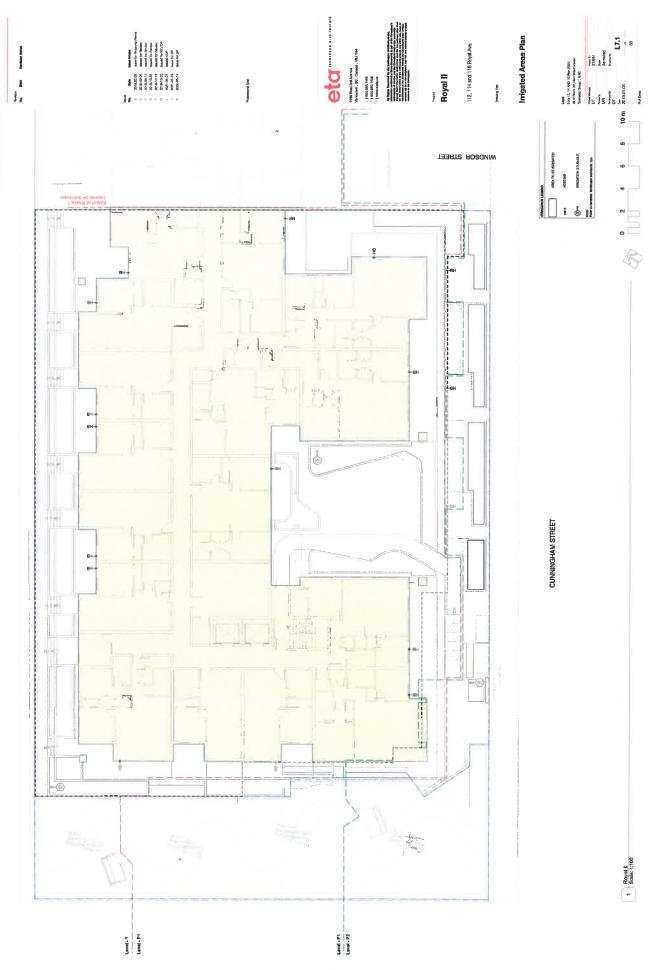


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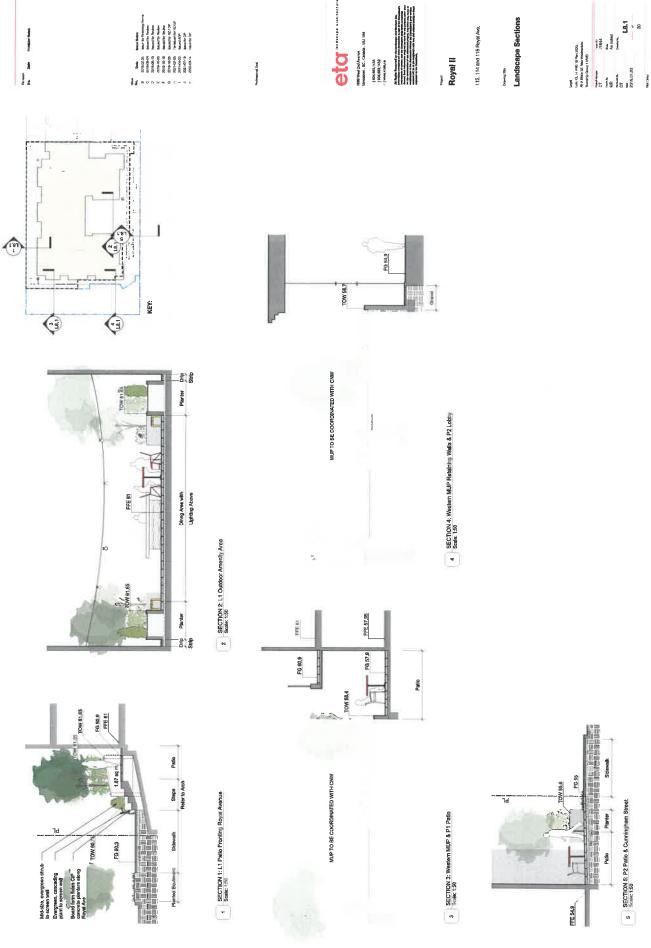


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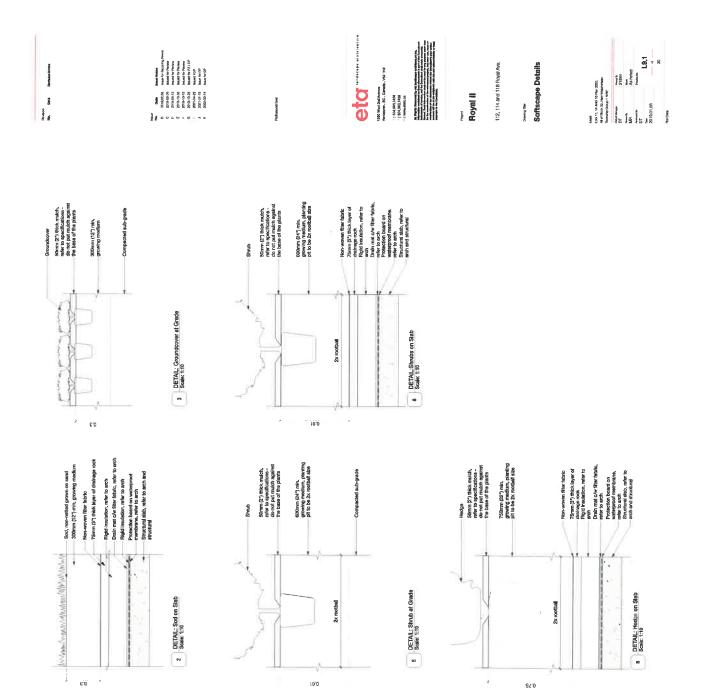


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5 SECTION 5: P2 Patio & Cunningham Stree

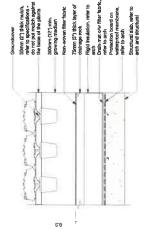
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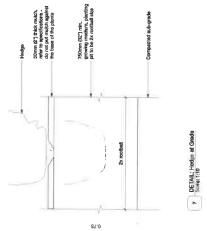




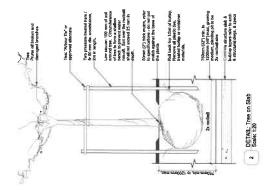
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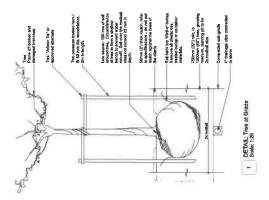


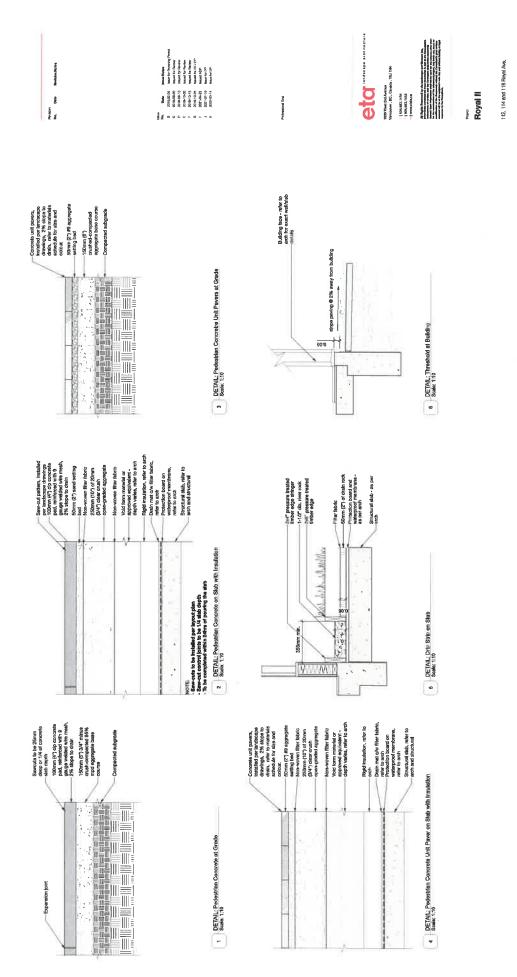












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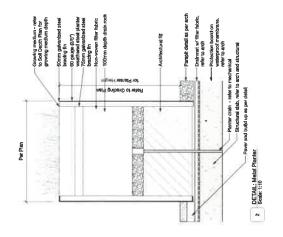
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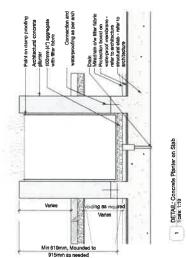


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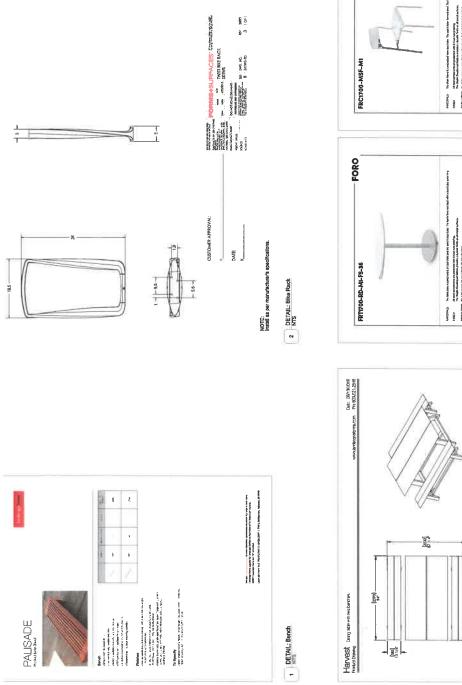
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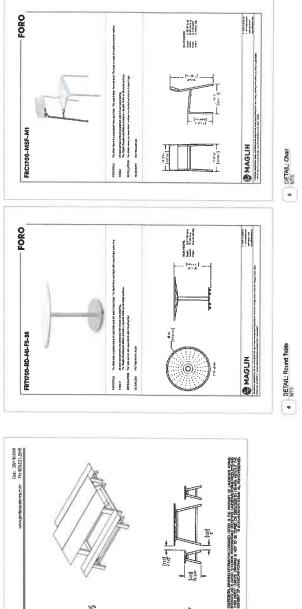
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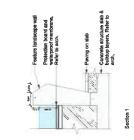
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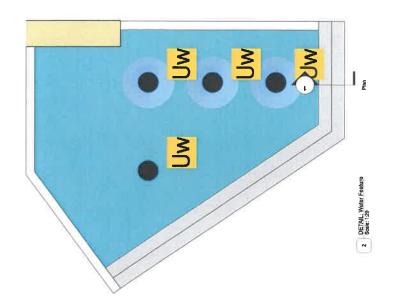
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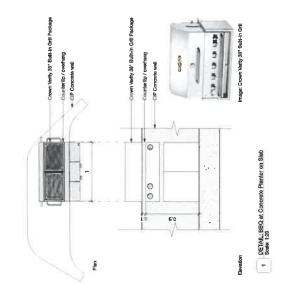
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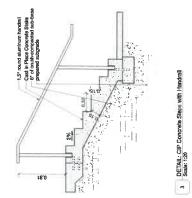
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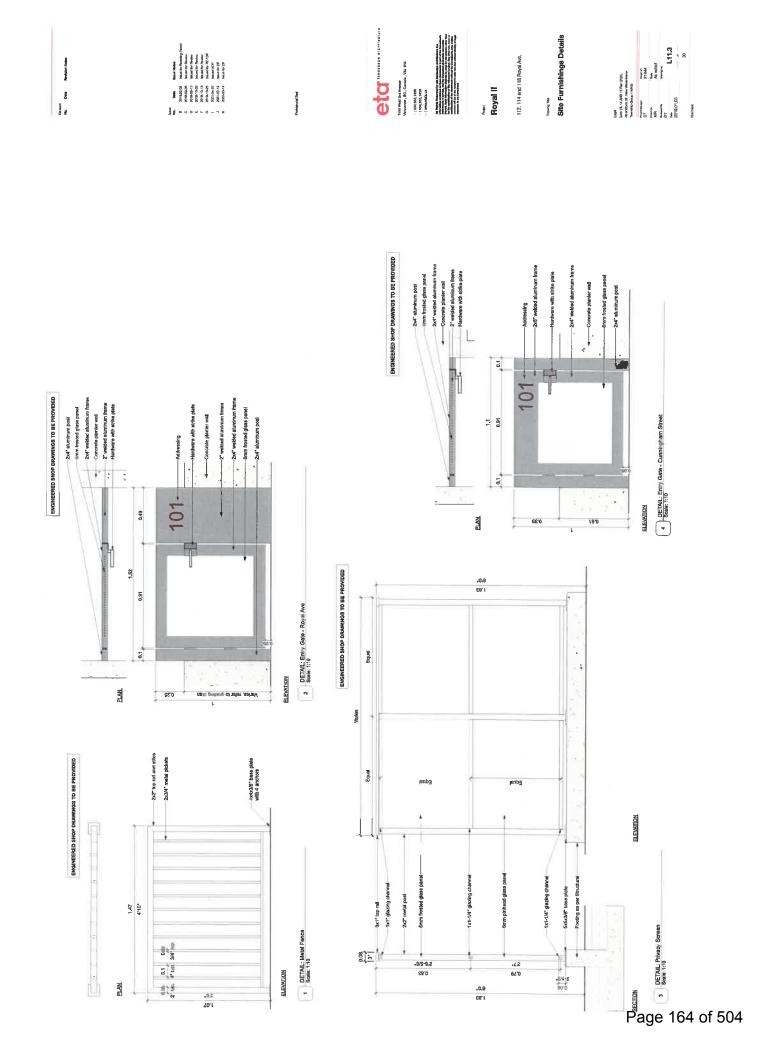


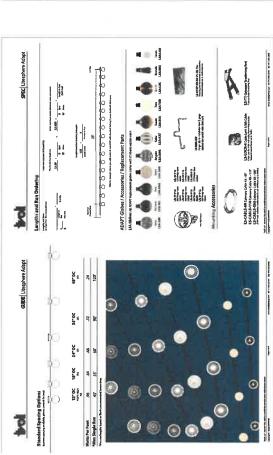




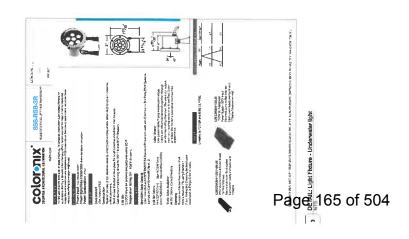


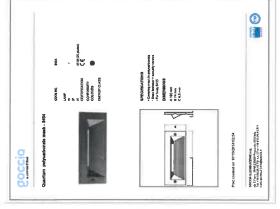
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1 DETAIL: Light Fixture - Catenary NTS





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2 DETAIL: Light Floture - Wall Light



**L121** total Local Lance Schwadka Actinos Schwadka Radios Schwadka Radio Cone I and Schwad Radio Radio

## **APPENDIX 6**

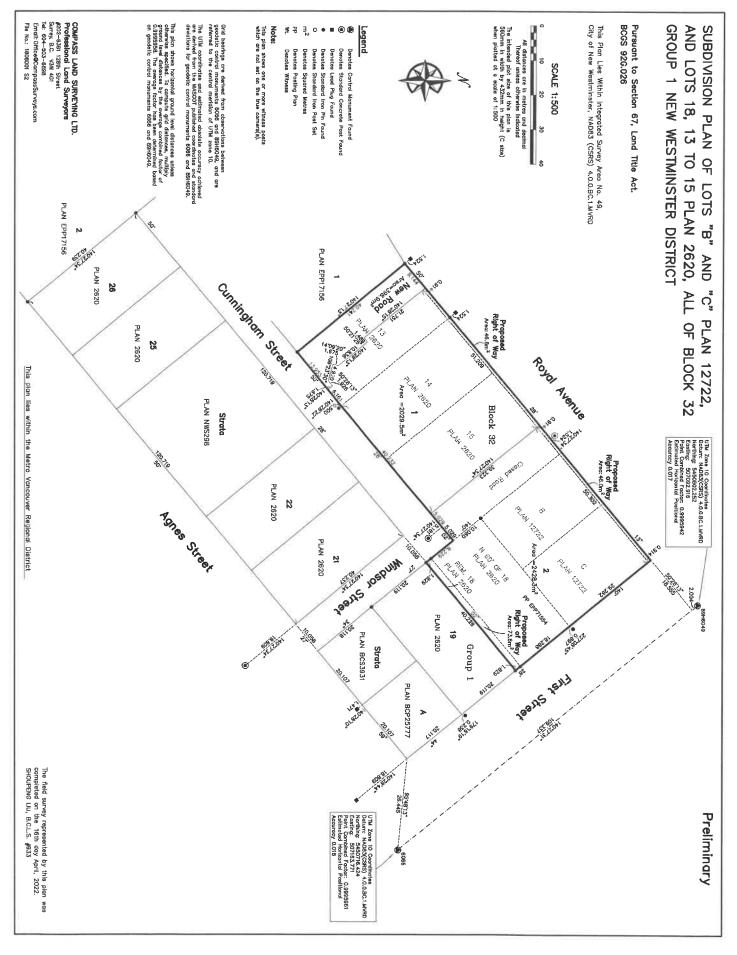
# VARIATIONS TO ZONING BYLAW NO. 6680, 2001

	Single Detached Dwelling District (RS-2) Requirement/Allowance	Heritage Revitalization Agreement Bylaw Requirement		
Minimum Lot Size	6,000 square feet (557 square metres)	No Requirement		
Permitted Uses	Single detached dwellings, secondary suites	All uses permitted in the Multiple Dwelling District (RM-2) Zoning District		
Residential Dwelling Units	One principal unit, one secondary suite	189		
Maximum Floor Space Ratio	0.5	3.30		
Site Coverage	35%	75%		
Maximum Building Height	25 feet (7.62)	90 feet (27.43 metres) from datum of 186.29 feet (56.78 metres) geodetic		
Minimum Rear Yard Setback (South, Cunningham Street)	12.6 feet (3.8 metres)	Townhouses – 7.50 feet (2.29 metres) Podium Level – 11.25 feet (3.43 metres) Apartments at Podium – 17.5 feet (5.33 metres)		
Minimum Rear Yard Setback (South, Adjacent to 72 First Street)	12.6 feet (3.8 metres)	Heritage Home / Townhouses: 15 feet (4.57 metres) Podium Level: 30 feet (9.14 metres) Above Podium: 40 feet (12.19 metres)		
Minimum Front Yard Setback (North, Royal Avenue)	10.6 feet (3.2 metres)	13 feet (3.96 metres)		
Minimum Side Yard Setback (East, First Street)	5 feet (1.5 metres)	Heritage House – 10 feet (3.05 metres) Apartment – 13.5 feet (4.1 metres)		
Minimum Side Yard Setback	5 feet (1.5 metres)	10 feet (3.05 metres)		

(West, Multi-Use Path)		
Off-Street Parking	2 on-site residential parking spaces	As per Section 140 of Zoning Bylaw 6680, 2001

## **APPENDIX 7**

Road Closure, Subdivision and Consolidation Plan



## **APPENDIX 8**

## **PROPOSED PHASING FOR 82 FIRST STREET CONSERVATION WORK**

May 5, 2022

Mike Watson Acting Supervisor of Development Planning City of New Westminster

Dear Mike,

#### **RE: Proposed Phasing for 82 1st Street Conservation Work**

As the permit issuance for this complex project is tied to substantial completion of the conservation work at the heritage building, I propose phasing the conservation work into two stages.

The first phase would be required to be substantially complete before Building Permits for above ground construction of the infill development could be issued. The second phase would be required to be substantially complete before insulation inspection of the infill development could be called. All below tasks to follow detailed instructions in the Heritage Conservation Plan.

#### HH Phase 1 - structural conservation

#### a. Structure and site rehabilitation -

- Remove 1958 additions back porch and flat-roofed building to the south.
- Dismantle chimney before relocation. Precisely document chimney stack for restoration at new location.
- Lift and relocate remaining 1890 wood frame structure onto temporary cribs.
- Excavate for and pour new seismic foundation at proposed new location.
- Build and sister connective framing for heritage house, including at roof for chimney stack.
- Lower heritage house onto new foundation
- Reconstruct (restore) chimney stack (from roofline up) with original bricks. Cap chimney.

- Ensure structure, porches, chimney, openings and roof are all temporarily braced, boarded and secured from weather and access while awaiting commencement of phase 2.

Notes:

- It is my preference that the stucco remain on the 1890 house during this phase to better protect the structure from weather until the exterior finishing task is carried out. However, the house movers may prefer portions of it be removed to facilitate relocation.
- Although this is not part of the conservation scope the interior work on the heritage house (structural upgrades, layout changes, mechanical systems, insulation and drywall) can proceed immediately, concurrent with the construction of the above surface infill structures.

#### HH Phase 2 - exterior/finishing conservation

#### b. General Wood Elements - Preservation and Restoration -

- Remove 1958 stucco.
- Preserve the 6 exterior wood elements outlined on page 17 of the Conservation Plan.
- Restore the 6 exterior wood elements outlined on page 19 of the Conservation Plan.

c. Roof and Rainwater Works - Restoration

d. Windows and Doors - Restoration

e. Finishes (painting) - Restoration

Although Phase 1 appears to involved less steps, it represents about half of the conservation scope. The rehabilitation of the house interior can proceed immediately but not be required to issue the BP for the infill building.

Phase 2 involves several tasks that are all contingent on each other.

Yours Truly,

Hang.

Elana Zysblat, Principal Ance Building Services

### THE CORPORATION OF THE CITY OF NEW WESTMINSTER

#### BYLAW NO. 8340, 2022

A bylaw of the Corporation of the City of New Westminster to designate 82 First Street as protected heritage property.

WHEREAS the *Local Government Act*, RSBC 2015, c.1 provides Council with authority, by bylaw, to designate real property, in whole or in part, as protected heritage property, on terms and conditions it considers appropriate;

AND WHEREAS the registered owner of the land located at 82 First Street has entered into a heritage revitalization agreement as authorized by Heritage Revitalization Agreement (108-118 Royal Avenue and 74-82 First Street) Bylaw No. 8339, 2022 (the "Heritage Revitalization Agreement"), has requested that Council designate that building as protected heritage property, and has released the City from any obligation to compensate the registered owner for the effect of such designation;

AND WHEREAS Council considers that the building located at 82 First Street has significant heritage value and character and is a prominent and valued heritage property in the City;

AND WHEREAS Council considers that designation of the building located at 82 First Street as protected heritage property under the provisions of the *Local Government Act* is necessary and desirable for its conservation and future maintenance;

NOW THEREFORE City Council of the Corporation of the City of New Westminster enacts as follows:

#### TITLE

 This Bylaw may be cited for all purposes as "Heritage Designation Bylaw (82 First Street) No. 8340, 2022."

#### INTERPRETATION

2. In this Bylaw, the terms "heritage value", "heritage character" and "alter" have the corresponding meanings given to them in the *Local Government Act*.

#### DESIGNATION

3. The building located on that parcel of land having a civic address of 82 First Street, New Westminster, British Columbia, legally described as PID: 007-604-084, LOT "C" BLOCK 32, NEW WEST DISTRICT, PLAN 12722, GROUP 1 shown outlined on the site plan attached hereto as Schedule "A" and labelled "Heritage House" (the "Building"), is hereby designated in its entirety as protected heritage property under section 611 of the *Local Government Act* of British Columbia.

#### PROHIBITION

- 4. Except as expressly permitted by Section 5 or as authorized by a heritage alteration permit issued by the City, no person shall undertake any of the following actions, nor cause or permit any of the following actions to be undertaken in relation to the Building:
  - (a) alter the exterior of the Building;
  - (b) make a structural change to the Building including, without limitation, demolition of the Building or any structural change resulting in demolition of the Building;
  - (c) move the Building; or
  - (d) alter, excavate or build on that portion of land upon which the Building is located.

#### EXEMPTIONS

- 5. Despite Section 4, the following actions may be undertaken in relation to the Building without first obtaining a heritage alteration permit from the City:
  - (a) non-structural renovations or alterations to the interior of the Building that do not alter the exterior appearance of the Building; and
  - (b) normal repairs and maintenance that do not alter the exterior appearance of the Building.
- 6. For the purpose of section 5, "normal repairs" means the repair or replacement of nonstructural elements, components or finishing materials of the Building with elements, components or finishing materials that are equivalent to those being replaced in terms of heritage character, material composition, colour, dimensions and quality.

#### MAINTENANCE

7. The Building shall be maintained in good repair in accordance with the City of New Westminster Heritage Property Maintenance Standards Bylaw No. 7971, 2018, as amended or replaced from time to time, and, in the event that Bylaw No. 7971 is repealed and not replaced, the registered owner shall continue to maintain the Building to the standards that applied under Bylaw No. 7971 immediately prior to its repeal.

#### HERITAGE ALTERATION PERMITS

8. Where a heritage alteration permit is required under this Bylaw for a proposed action in relation to the Building, application shall be made to the City of New Westminster Climate Action, Planning and Development Department, Planning Division in the manner and on the form prescribed, and the applicant shall pay the fee imposed by the City for such permit, if any.

- 9. City Council, or its authorized delegate, is hereby authorized to:
  - (a) issue a heritage alteration permit for situations in which the proposed action would be consistent with the heritage protection provided for the Building under this Bylaw and the Heritage Revitalization Agreement;
  - (b) withhold the issue of a heritage alteration permit for an action which would not be consistent with the heritage protection provided for the Building under this Bylaw or the Heritage Revitalization Agreement;
  - (c) establish and impose terms, requirements and conditions on the issue of a heritage alteration permit that are considered to be consistent with the purpose of the heritage protection provided for the Building under this Bylaw and the Heritage Revitalization Agreement; and
  - (d) determine whether the terms, requirements and conditions of a heritage alteration permit have been met.

## **RECONSIDERATION BY COUNCIL**

10. An applicant or owner whose application for a heritage alteration permit for alteration of the Building has been considered by an authorized delegate may apply for a reconsideration of the matter by Council, and such reconsideration shall be without charge to the applicant or owner.

GIVEN FIRST READING this <u>13th</u>	day ofJune	2022.
GIVEN SECOND READING this <u>13th</u>	day ofJune	2022.
PUBLIC HEARING held this	day of	2022.
GIVEN THIRD READING this	day of	2022.

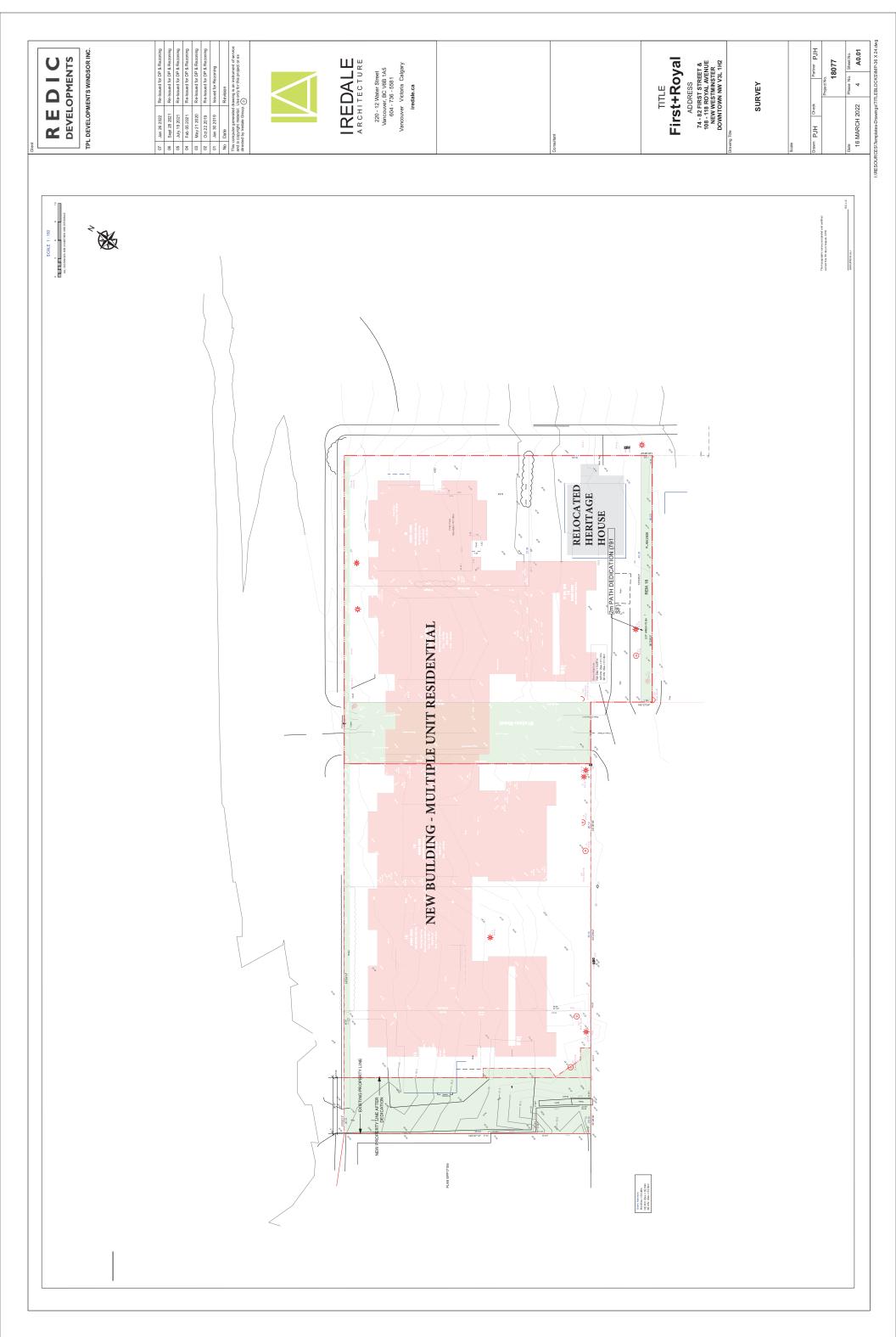
ADOPTED and the Seal of the Corporation of the City of New Westminster affixed this

\_\_\_\_\_ day of \_\_\_\_\_ 2022.

MAYOR JONATHAN X. COTE

SCHEDULE A

SKETCH



### CORPORATION OF THE CITY OF NEW WESTMINSTER

#### BYLAW NO. 8350, 2022

#### A Bylaw to Close a Portion of Road and Disposal of that Portion of Windsor Road

WHEREAS, pursuant to Section 40 and 94 of the *Community Charter*, Council may, by bylaw, close a portion of a highway to traffic and remove the dedication of the highway if, prior to adopting the bylaw, Council publishes notice of its intention in a newspaper and the public notice posting places and provides an opportunity for persons who consider they are affected by the bylaw to make representations to Council;

AND WHEREAS the Council of the Corporation of the City of New Westminster deems it expedient to close to traffic and remove the dedication of highway of that portion of Windsor Street comprising 404.7 square metres, which was dedicated as highway on Plan 2620, New Westminster District;

AND WHEREAS notices of Council's intention to close the portion of highway to traffic and to remove its dedication as highway, and to dispose of it were published in the newspaper and posted in the public notice posting place, and Council has provided an opportunity for persons who consider they are affected by the closure and disposition to make representations to Council;

AND WHEREAS Council does not consider that the closure of the aforementioned portion of highway will affect the transmission or distribution facilities or works of utility operators;

NOW THEREFORE the Council of the Corporation of the City of New Westminster, in open meeting assembled, ENACTS AS FOLLOWS:

- 1. This Bylaw may be cited for all purposes as "Windsor Road Closure, Dedication Removal and Disposition Bylaw No. 8350, 2022".
- 2. Attached to this Bylaw as Schedule "A" and forming part of this Bylaw is a reduced copy of Reference Plan EPP121184, prepared by SHOUPEN LIU, B.C.L.S. #933 and completed and checked on May 4, 2022 (the "the Road Closure Plan").
- 3. The City hereby authorizes the closure to traffic and removal of highway dedication of the 404.7 square metre portion of highway created by the deposit of Plan EPP121184, New Westminster District and shown outlined in bold and labeled "A" on the Road Closure Plan (the "Closed Road").
- 4. On deposit of the Road Closure Plan and all other documentation for the closure of the Closed Road in the New Westminster Land Title Office, the Closed Road is closed to public traffic, it shall cease to be public highway, and its dedication as a highway is cancelled.
- 5. The Corporation of the City of New Westminster is hereby authorized to dispose of and convey the Closed Road in fee simple to the registered owner of the Adjacent Parcels at 108,

112, 114 and 118 Royal Ave and 74 and 82 First Street for the purpose of consolidation of the Closed Road with the Adjacent Parcels at 108, 112, 114 and 118 Royal Ave and 74 and 82.

6. The Mayor and Clerk are authorized to execute all deeds of land, plans, and other documentation necessary to effect this road closure and disposition.

READ A FIRST TIME this	13th	day ofune	, 2022.
------------------------	------	-----------	---------

READ A SECOND TIME this <u>13th</u> day of <u>June</u>, 2022.

PUBLIC HEARING held this \_\_\_\_\_day of \_\_\_\_\_, 2022

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

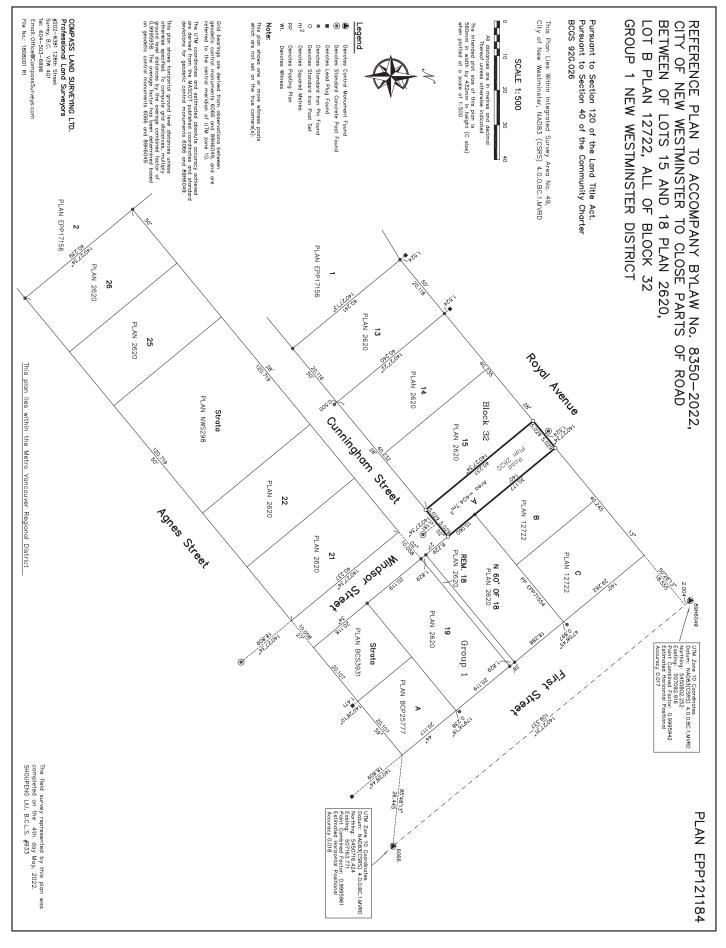
ADOPTED this \_\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Mayor Jonathan X. Coté

Jacque Killawee, City Clerk

## SCHEDULE "A"

## **REFERENCE PLAN OF CLOSED ROAD EPP121184**



#### CORPORATION OF THE CITY OF NEW WESTMINSTER

#### BYLAW NO. 8347, 2022

#### A Bylaw to Close Surplus Road Allowances in the Queensborough Eastern Neighbourhood Node

WHEREAS, pursuant to Section 40 of the *Community Charter*, Council may, by bylaw, close a portion of a highway to traffic and remove the dedication of the highway;

AND WHEREAS, prior to adopting such a bylaw, Council must publish notice of its intention in a newspaper and the public notice posting places and provide an opportunity for persons who consider they are affected by the bylaw to make representations to Council;

AND WHEREAS the Council of the Corporation of the City of New Westminster wishes to close to traffic and remove the dedication as highway of a portion of Blackley Street comprising 927.8 square metres and a portion of laneway running southeast from Duncan Street to Blackley Street comprising 86.8 square meters;

AND WHEREAS notices of Council's intention to close such portions of highway to traffic and to remove their dedication as highway were published in the newspaper and posted in the public notice posting place, and Council has provided an opportunity for persons who consider they are affected by the closure to make representations to Council;

AND WHEREAS Council does not consider that the closure of the aforementioned portions of highway will affect the transmission or distribution facilities or works of utility operators;

NOW THEREFORE the Council of the Corporation of the City of New Westminster, in open meeting assembled, ENACTS AS FOLLOWS:

- 1. This bylaw may be cited for all purposes as "Road Closure and Dedication Removal (Queensborough Eastern Neighbourhood Node) Bylaw No. 8347, 2022.".
- 2. The 86.8 square metre, 404.9 square metre and 522.9 square metre portions of highway dedicated by Plan 2620 shown as Pcl A, Pcl B and Pcl C on Plan EPP121324, a copy of which is attached as Schedule A, are closed to all types of traffic and the dedication of those portions of highway is removed.
- 3. The Corporation of the City of New Westminster is authorized to sell the highway areas to be closed by this bylaw to QBT Properties Limited Partnership, as beneficial owner, and 1180532 BC Ltd. and 117935 BC Ltd. as bare trustees and agents for QBT Properties Limited Partnership, for a purchase price of \$1,090,000.00 for consolidation with adjacent lands owned by the purchasers.
- 4. The Mayor and Clerk are authorized to execute all agreements and other documents necessary to effect this bylaw and the sale contemplated by this bylaw.

READ A FIRST TIME this <u>13th</u> day of <u>June</u>, 2022.

READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PUBLIC HEARING held this \_\_\_\_\_\_ day of \_\_\_\_\_, 2022

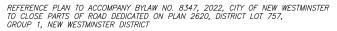
READ A THIRD TIME this \_\_\_\_\_\_ day of \_\_\_\_\_, 2022.

ADOPTED this \_\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Mayor Jonathan X. Coté

Jacque Killawee, City Clerk

#### **REFERENCE PLAN OF CLOSED ROAD 121324**



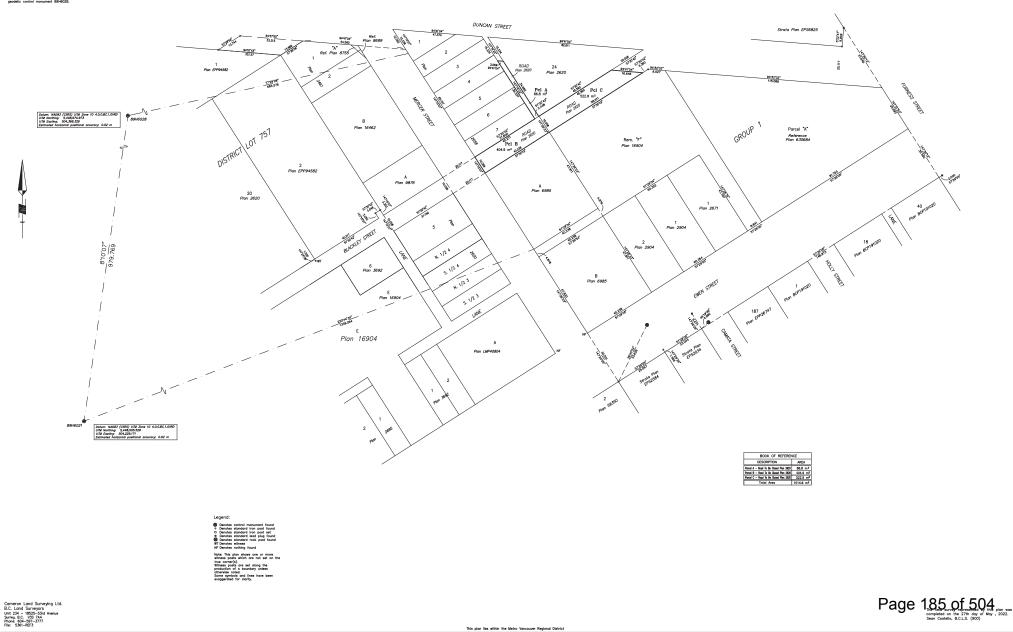
City of New Westminister BCGS 926.016 Pursuont to Section 120 of the Land Title Act and Section 40 of the Community Charter  $\frac{0}{2} \frac{1}{2} \frac{1}{2} \frac{2}{2} \frac{3}{2} \frac{4}{2} \frac{3}{2} \frac{1}{2} \frac{1}{2$ 

protect of a scale of 1:500

Integrated Survey Area No. 49 City of New Westminster, NADB3 (CSRS) 4.0.0.BC.1.GVRD Crid Bearings are derived from observations between Control Horuments 89H0025 and 89H0021.

The UTM co-ordinates and horizontal positional accuracy achieved have been derived from the Mascot published coordinates for geodetic control monuments 89446028 and 89446024

This plan shows horizontal ground-level distances except where otheraise noted. To compute grid distances, multiply ground-level distances by the overage combined factor of 0.9996032 which has been derived from carditic control group-and BNAPPAC



#### **CORPORATION OF THE CITY OF NEW WESTMINSTER**

#### ZONING AMENDMENT BYLAW (Blackley Street) NO. 8351, 2022

ADOPTED \_\_\_\_\_

A Bylaw to Amend Zoning Bylaw No. 6680, 2001.

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

- 1. This Bylaw may be cited for all purposes as "Zoning Amendment Bylaw (Blackley Street) No. 8351, 2022".
- 2. Zoning Bylaw No. 6680, 2001, is hereby amended as follows:
  - a) that the portion of highway situated within the City of New Westminster, British Columbia which is outlined in bold on Reference Plan EPP 121324, attached hereto as Schedule A, and labelled "Pcl A" is hereby rezoned to Comprehensive Development Districts (Mercer High Street) (CD-64);
  - b) that the portions of highway situated within the City of New Westminster, British Columbia which are outlined in bold on Reference Plan EPP 121324, attached hereto as Schedule A, and labelled "Pcl B" and "Pcl C" are hereby rezoned to Comprehensive Development Districts (Neighbourhood Oriented Commercial And Residential Mixed Use) (CD-65);
  - c) the Zoning Map annexed as Appendix "A" to Zoning Bylaw No. 6680, 2001, is hereby amended to reflect the rezonings under this Bylaw.

GIVEN FIRST READING this <u>13th</u>	day ofJune	, 2022.
GIVEN SECOND READING this <u>13th</u>	day ofJune	, 2022.
PUBLIC HEARING held this	day of	, 2022.
GIVEN THIRD READING this	day of	, 2022.
ADOPTED this day of	, 2022.	

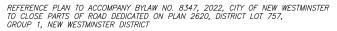
MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK



Schedule A to Bylaw 8351, 2022:

Reference Plan EPP 121324 Showing the Areas to be Rezoned

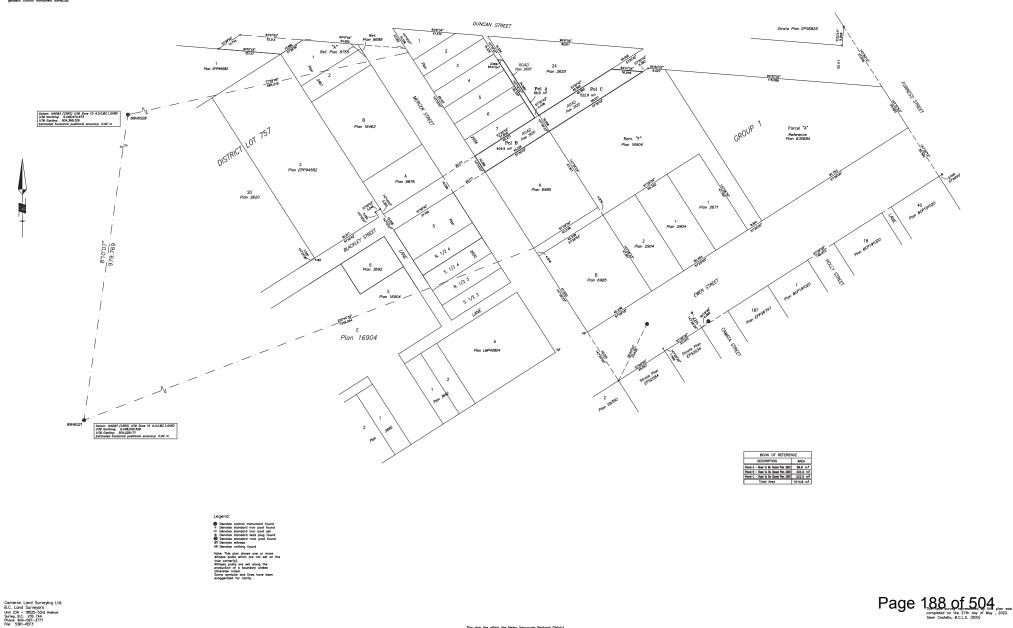


City of New Westminster BCGS 92G.016 Pursuant to Section 120 of the Lond Title Act and Section 40 of the Community Charter 0 5 10 40 of the Community Charter 5 504 0 40 to 100 to 10 The intended plot size of this plan is 1180mm in width by 864mm in height (E Size) when plotted at a scale of 1:500

Integrated Survey Area No. 49 City of New Westminster, NAD83 (CSRS) 4.0.0.BC.1.GVRD Grid Bearings are derived from observations between Control Monuments 89H6028 and 89H6021.

ordinates and horizontal positional sved have been derived from the sed coordinates for geodetic contr 946028 and 8946021. The UTM o accuracy o Mascat put

where otherwise noted. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9996032 which has been derived from apadelia: control manufactors



This plan lies within the Metro Vancouver Regional District



### REPORT *Finance*

To:	Mayor Cote and Members of Council	Date:	June 27, 2022
From:	Harji Varn CFO/Director of Finance	File:	
		Item #:	2022-460

#### Subject: 2021 Statement of Financial Information

#### RECOMMENDATION

That Council receive and approve the attached 2021 Statement of Financial Information.

#### **PURPOSE**

To seek Council's approval of the 2021 Statement of Financial Information.

#### BACKGROUND

Each year the City prepares a Statement of Financial Information (SOFI) in accordance with Section 2 of the Financial Information Act (FIA). The SOFI report includes a Schedule of Council Remuneration and Expenses prepared in accordance with Section 168 of the Community Charter.

FIA Regulation Schedule 1, Section 9(2) states the SOFI report must be approved by Council and the Financial Officer. The seven attachments to this file make up the Statement of Financial Information.

The City is required to submit the 2021 SOFI report to the Province by June 30, 2022.

#### **CONCLUSION**

In accordance with the Financial Information Act and Community Charter, the City is required to prepare and approve the SOFI by June 30<sup>th</sup> each year. Therefore, it is recommended Council approve the attached 2021 Statement of Financial Information.

#### **OPTIONS**

There are two options for Council's consideration:

Option 1 – That Council receive and approve the attached 2021 Statement of Financial Information; or

Option 2 – That Council provide staff with further direction.

Staff recommends Option 1.

#### **ATTACHMENTS**

Attachment #1 - Management Report Attachment #2 – 2021 Audited Consolidated Financial Statements Attachment #3 - Statement of Financial Information Approval Attachment #4 - Schedule of Council Remuneration and Expenses Attachment #5 - Schedule of Employee Remuneration and Expenses Attachment #6 - Schedule of Suppliers Goods and Services Attachment #7 - Statement of Severance Agreements

This report was prepared by: Lorraine Lyle Senior Manager Financial Services

This report was approved by:

Harji Varn CFO/Director of Finance

Lisa Spitale Chief Administrative Officer



Attachment #1 Management Report



#### MANAGEMENT REPORT

The consolidated financial statements contained in this Statement of Financial Information under the *Financial Information Act* have been prepared by management in accordance with generally accepted accounting principles. The integrity and objectivity of the consolidated financial statements is management's responsibility. Management is also responsible for all the schedules prepared for the Statement of Financial Information, and for ensuring that the schedules are consistent, where appropriate, with the information contained in the consolidated financial statements.

Management is also responsible for implementing and maintaining a system of internal controls to provide reasonable assurance that reliable financial information is produced.

Council is responsible for ensuring that management fulfils its responsibilities for financial reporting and internal control.

The external auditors, KPMG LLP, conducted an independent examination, in accordance with generally accepted auditing standards, and expressed their opinion on the consolidated Statement of Financial Information financial statements. Their examination did not relate to the other schedules and statements required by the Act. Their examination included a review and evaluation of the corporation's system of internal control and appropriate tests and procedures to provide reasonable assurance that the financial statements are presented fairly.

& Satle

Lisa Spitale Chief Administrative Officer Dated: \_June 20, 2022

AVarn

Harji Varn CFO/Director of Finance

Dated: \_\_\_\_\_\_ June 20, 2022



# Attachment #2

Audited Consolidated Financial Statements

Consolidation Financial Statements of

# CORPORATION OF THE CITY OF NEW WESTMINSTER

And Independent Auditor's Report Theron

Year ended December 31, 2021



KPMG LLP PO Box 10426 777 Dunsmuir Street Vancouver BC V7Y 1K3 Canada Telephone (604) 691-3000 Fax (604) 691-3031

#### INDEPENDENT AUDITORS' REPORT

To the Mayor and Council of the Corporation of the City of New Westminster

#### Opinion

We have audited the consolidated financial statements of the Corporation of the City of New Westminster (the "City"), which comprise:

- the consolidated statement of financial position as at December 31, 2021
- the consolidated statement of operations for the year then ended
- the consolidated statement of change in net financial assets for the year then ended
- the consolidated statement of cash flows for the year then ended
- and notes to the consolidated financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2021, and its consolidated results of operations, its consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

#### **Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *"Auditors' Responsibilities for the Audit of the Financial Statements"* section of our auditors' report.

We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

KPMG LLP, an Ontario limited liability partnership and member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. KPMG Canada provides services to KPMG LLP.



# Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process.

#### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

 Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.



- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

KPMG LLP

**Chartered Professional Accountants** 

Vancouver, Canada May 9, 2022

#### CORPORATION OF THE CITY OF NEW WESTMINSTER CONSOLIDATED STATEMENT OF FINANCIAL POSITION As at December 31, 2021

	2021		2020
FINANCIAL ASSETS			
Cash and Cash Equivalents (Note 2)	\$ 114,146,43	<b>34</b> \$	147,152,685
Accounts Receivable			
Property Taxes	3,139,52	25	3,557,411
Other	22,239,74	14	23,639,583
Due from Other Governments	3,660,68	37	1,634,413
Investments (Note 3)	102,595,18	30	82,876,282
	245,781,5	70	258,860,374
LIABILITIES			
Accounts Payable and Accrued Liabilities	27,751,6	)9	21,545,171
Due to Other Governments	5,596,02		22,029,016
Prepaid Taxes	12,172,12		11,148,774
Deferred Revenue and Deposits (Note 4)	30,957,93		32,668,168
Deferred Development Cost Charges (Note 5)	19,203,33		19,130,724
Employee Benefit Plans (Note 7)	12,904,5		12,141,474
Long-Term Debt (Note 8)	60,514,1	59	62,130,349
J X Y	169,099,70		180,793,676
NET FINANCIAL ASSETS	76,681,8	10	78,066,698
NON-FINANCIAL ASSETS			
Tangible Capital Assets (Note 9)	749,532,5	92	717,449,624
Inventory of Supplies	2,371,7	58	2,098,247
Prepaid Expenses	3,522,50	63	1,651,150
	755,426,9	3	721,199,021
ACCUMULATED SURPLUS (Note 10)	\$ 832,108,72	23 \$	799,265,719

Contingencies (Note 14) Commitments (Note 16)

Ma

Harji Varn, CPA, CGA CFO/Director of Finance

#### CORPORATION OF THE CITY OF NEW WESTMINSTER CONSOLIDATED STATEMENT OF OPERATIONS For the Year Ended December 31, 2021

	2021 Budget (Note 1(g))	2021	2020
REVENUE Municipal Taxation and Other Levies (Note 12) Utility Rates Sale of Services Grants from Other Governments (Note 18) Contributed Tangible Capital Assets (Note 9(b)) Contributions Other Revenue (Note 13)	\$ 93,740,726 94,010,630 13,114,033 13,493,021 - 11,825,944 14,676,156	95,411,264 14,038,332 5,198,139 7,932,156 13,104,911 15,516,222	92,380,953 12,064,621 10,577,058 4,974,934 9,334,300 16,719,355
EXPENSES Police Services Parks and Recreation Fire Services Climate Action, Planning and Development Engineering Services General Government Library	240,860,510 33,018,500 21,567,216 17,992,154 6,776,962 27,676,745 27,267,361 4,725,629	34,149,429 24,751,668 17,371,253 7,376,599 28,405,234 27,490,649	235,246,553 29,169,363 21,791,314 16,870,661 6,063,165 27,042,941 25,585,521 3,700,338
Utility Operations	67,116,713 206,141,280 34,719,230	211,082,384	65,442,892 195,666,195 39,580,358
Accumulated Surplus, beginning of year ACCUMULATED SURPLUS, end of year	799,265,719 \$ 833,984,949	799,265,719	

#### CORPORATION OF THE CITY OF NEW WESTMINSTER CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS For the Year Ended December 31, 2021

	2	021 Budget (Note 1(g))	2021	2020
ANNUAL SURPLUS	\$	34,719,230 <b>\$</b>	32,843,004 \$	39,580,358
Acquisition of Tangible Capital Assets		(90,796,327)	(48,474,800)	(31,714,897)
Contribution of Tangible Capital Assets		-	(7,932,156)	(4,974,934)
Proceeds from Disposal of Tangible Capital Assets		-	44,275	14,106
Amortization of Tangible Capital Assets		25,289,000	24,204,386	23,545,497
Net (Gain) Loss on Disposal of Tangible Capital Assets		-	75,327	1,408,854
Consumption (Acquisition) of Inventory of Supplies		-	(273,511)	157,056
Acquisition of Prepaid Expenses		-	(1,871,413)	(117,098)
INCREASE (DECREASE) IN NET FINANCIAL ASSETS		(30,788,097)	(1,384,888)	27,898,942
Net Financial Assets, beginning of year		78,066,698	78,066,698	50,167,756
NET FINANCIAL ASSETS, end of year	\$	47,278,601 <b>\$</b>	76,681,810 \$	78,066,698

#### CORPORATION OF THE CITY OF NEW WESTMINSTER CONSOLIDATED STATEMENT OF CASH FLOWS For the Year Ended December 31, 2021

	 2021	2020
CASH PROVIDED (USED) BY:		
OPERATING ACTIVITIES		
Annual Surplus	\$ 32,843,004 \$	39,580,358
Items not involving cash:		
Amortization of Tangible Capital Assets	24,204,386	23,545,497
Net (Gain) Loss on Disposal of Tangible Capital Assets	75,327	1,408,854
Contributed Tangible Capital Assets	(7,932,156)	(4,974,934)
Capital Expenditures Funded from Development Cost Charges	(1,524,676)	(1,060,637)
Long Term Debt Actuarial Reduction	(667,396)	(555,899)
Change in non-cash operating items:		
Accounts Receivable	1,817,725	(5,918,180)
Due From Other Governments	(2,026,274)	1,745,011
Accounts Payable and Accrued Liabilities	6,206,438	(4,910,502)
Due to Other Governments	(16,432,988)	21,488,914
Prepaid Taxes	1,023,353	1,247,634
Deferred Revenue and Deposits	(1,710,236)	5,640,397
Employee Benefit Plans	763,099	495,441
Inventory of Supplies	(273,511)	157,056
Prepaid Expenses	 (1,871,413)	(117,098)
	 34,494,682	77,771,912
FINANCING ACTIVITIES		
Development Cost Charge Receipts and Interest	1,597,284	8,340,828
Long-Term Debt Repayments	(3,073,794)	(3,056,724)
Proceeds from Issuance of Long-Term Debt	 2,125,000	-
	 648,490	5,284,104
CAPITAL ACTIVITIES		
Proceeds from Disposal of Tangible Capital Assets	44,275	14,106
Cash Used to Acquire Tangible Capital Assets	(48,474,800)	(31,714,897)
	 (48,430,525)	(31,700,791)
INVESTING ACTIVITIES		
Sale of Investments	-	45,000,000
Purchase of Investments	 (19,718,898)	(11,447,474)
	 (19,718,898)	33,552,526
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(33,006,251)	84,907,751
Cash and Cash Equivalents, beginning of year	 147,152,685	62,244,934
CASH AND CASH EQUIVALENTS, end of year	\$ 114,146,434 \$	147,152,685

#### CORPORATION OF THE CITY OF NEW WESTMINSTER NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS For the Year Ended December 31, 2021

The Corporation of the City of New Westminster (the "City") is a local government in the Province of British Columbia. In March 2020, the COVID-19 outbreak was declared a pandemic by the World Health Organization. This resulted in governments worldwide, including the Canadian federal and provincial governments enacting emergency measure to combat the spread of the virus. The economic conditions and the City's response to the pandemic had an impact on the City's operating results and financial position in 2020 and 2021.

#### 1. SIGNIFICANT ACCOUNTING POLICIES

The City prepares its consolidated financial statements in accordance with Canadian public sector accounting standards as issued by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada. The accounting policies of the City include the following:

(a) Basis of Presentation

These consolidated financial statements include the accounts of all the funds of the City and the Library and Police Boards. Inter-fund transactions and balances have been eliminated.

(b) Cash and Cash Equivalents

Cash and cash equivalents consist of cash, highly liquid money market investments and short-term investments with maturities of less than 90 days at acquisition.

(c) Investments

Investments in the Municipal Finance Authority of British Columbia ("MFA") Pooled Investment Funds – Intermediate and Bond Funds are recorded at cost. Cost is comprised of subscriptions net of redemptions plus earnings that are reinvested in the funds.

(d) Employee Future Benefits

The City and its employees make contributions to the Municipal Pension Plan. These contributions are expensed as incurred.

Sick leave and post-employment benefits also accrue to the City's employees. The liabilities related to these benefits are actuarially determined based on service and best estimates of retirement ages and expected future salary and wage increases. The liabilities under these benefits plans are accrued based on projected benefits as the employees render services necessary to earn the future benefits.

(e) Deferred Revenue

Deferred revenue represents licenses, permits, other fees and grants which have been collected, but for which the related services have not been performed and / or projects have not been constructed. These amounts will be recognized as revenue in the fiscal year the services are performed and / or the projects are constructed.

- (f) Development Cost Charges (DCCs) Development cost charges are deferred upon receipt and recognized as revenue only to the extent used to finance related authorized capital projects.
- (g) Budget

Budget data presented in these consolidated financial statements is based on the City's Five-Year Financial Plan for the years 2021 – 2025, adopted by Council on February 22, 2021.

#### 1. SIGNIFICANT ACCOUNTING POLICIES (continued)

(h) Government Transfers

Restricted transfers from governments are deferred and recognized as revenue as the related expenditures are incurred or the stipulations in the related agreement are met. Unrestricted transfers are recognized as revenue when received or if the amount to be received can be reasonably assured.

(i) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

(i) Tangible Capital Assets

Tangible capital assets are initially recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets, excluding land, are amortized on a straight line basis over their estimated useful lives as follows:

Major Asset Category	Useful Life				
Building	10 - 70 years				
Vehicles and Equipment 3 - 50 ye					
Park Improvements	5 - 80 years				
Engineering Structures 15 - 100 years					
Electrical Distribution System 5 - 100 year					

Annual amortization is charged in the year that assets are available for productive use. Assets under construction are not amortized until the asset is available for productive use.

Tangible capital assets are written down when conditions indicate that they no longer contribute to the City's ability to provide goods and services, or when the value of future economic benefits associated with the tangible capital assets are less than their net book value. The net write-downs are accounted for as expenses in the consolidated statement of operations.

(ii) Contributions of Tangible Capital Assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also are recorded as revenue.

- (iii) Works of Art and Historic Assets Works of art and historic assets are not recorded as assets in these consolidated financial statements.
- (iv) Natural Resources

Horticultural assets such as treed areas, grassy areas and gardens are not recognized as assets in these consolidated financial statements.

#### CORPORATION OF THE CITY OF NEW WESTMINSTER NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS For the Year Ended December 31, 2021

#### 1. SIGNIFICANT ACCOUNTING POLICIES (continued)

- (i) Non-Financial Assets (continued)
  - (v) Interest Capitalization

The City does not capitalize interest costs associated with the acquisition or construction of a tangible capital asset.

(vi) Leased Tangible Capital Assets

Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as leased tangible capital assets. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

(vii) Inventory of Supplies

Inventory of supplies held for consumption are recorded at the lower of weighted average cost and replacement cost.

(viii)Prepaid Expenses

Prepaid expenses are recorded as assets in these consolidated financial statements.

- (j) Reserves and Reserve Funds
  - (i) Reserves Set Aside by Council

Reserves set aside by Council are surpluses from the current operations to finance future capital and maintenance projects. These internally restricted funds are not available for unrestricted purposes without the approval of Council.

(ii) Statutory Reserves

Statutory reserves are funds that have been internally restricted by Council. Formal establishing bylaws have been adopted pursuant to the Community Charter, which define how these reserves are to be used.

(k) Revenue Recognition

Taxation revenue is recorded at the time property tax bills are issued. Restricted revenues are recognized as revenue when the funds have been spent in accordance with the restrictions. Unrestricted contributions are recognized when received and collection is reasonably assured. Utility rates, sale of services and other revenues are recognized when earned.

(I) Use of Estimates

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements, and the reported revenue and expenses during the reporting period.

Actual results could differ from management's best estimates as additional information becomes available. Adjustments, if any, will be reflected in the consolidated financial statements in the period that the change in estimate is made, as well as in the period of settlement if the amount is different.

#### 1. SIGNIFICANT ACCOUNTING POLICIES (continued)

(m) Segment Disclosures

A segment is defined as a distinguishable activity or group of activities of a government for which it is appropriate to separately report financial information.

(n) Liability for contaminated sites

A liability for contaminated sites is recognized when a site is not in productive use and the following criteria are met:

(i) An environmental standard exists;

- (ii) Contamination exceeds the environmental standard;
- (iii) The City is directly responsible or accepts responsibility;
- (iv) It is expected that future economic benefits will be given up; and
- (v) A reasonable estimate of the amount can be made.

The liability is recognized as management's estimate of the cost of post-remediation including operation, maintenance and monitoring that are an integral part of the remediation strategy for a contaminated site.

#### 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents include \$33,799,222 (2020 - \$45,231,155) invested in the MFA Pooled Investment Funds – Money Market Fund, which is considered equivalent to cash as it is highly liquid and subject to insignificant risk of changes in value.

#### 3. INVESTMENTS

	2021 Carrying Value	2020 Carrying Value
MFA - Government Focused Ultra-Short Bond Fund, 2021 Yield - 2.66% (2020 - 2.56%)	\$ 46,353,321	\$ 30,326,256
MFA – Bond Fund, 2021 Yield - 2.03% (2020 - 4.62%)	45,758,676	44,819,802
MFA - Mortgage Fund, 2021 Yield - 2.98% (2020 - 3.03%)	10,483,183	7,730,224
	\$ 102,595,180	\$ 82,876,282

#### 4. DEFERRED REVENUE AND DEPOSITS

		Balance,Amountsbeginning of yearReceived		,			Revenue Recognized	Balance, end of year
Parks and Recreation Fees Future Capital Works	\$	1,083,343 25,488,497	\$	2,296,552 10,978,612	\$ (1,990,897) (10,639,968)	\$    1,388,998 25,827,141		
Other Deferred Revenue	\$	6,096,328 32,668,168	\$	1,815,976 <b>15,091,140</b>	(4,170,511) <b>\$ (16,801,376)</b>	<u>3,741,793</u> \$ 30,957,932		

#### 5. DEFERRED DEVELOPMENT COST CHARGES

	beg	Balance, inning of year	(	Third Party Contributions	Interest Allocation	Capital Expenses	Balance, nd of year
Queensborough Drainage	\$	413,212	\$	82,281	\$ 4,132	\$ (238,984)	\$ 260,641
Queensborough Transportation *		(2,208,667)		399,488	(22,087)	(421,043)	(2,252,309)
Queensborough Parkland		3,120,688		690,063	31,207	(185,600)	3,656,358
Queensborough Water		842,823		-	8,428	(205,951)	645,300
Queensborough Sanitary		699,271		125,033	6,993	-	831,297
Mainland Drainage		386,611		1,954	3,866	-	392,431
Mainland Transportation		3,308,887		31,418	33,089	(112,798)	3,260,596
Mainland Parkland		9,791,707		60,750	97,917	(360,300)	9,590,074
Mainland Water		1,436,321		5,508	14,363	-	1,456,192
Mainland Sanitary		1,339,871		9,482	13,399	-	1,362,752
-	\$	19,130,724	\$	1,405,977	\$ 191,307	\$ (1,524,676)	\$ 19,203,332

\* Development Cost Charge Expenditure Bylaws authorize borrowing from other DCC Reserves to cover the deficit in the Queensborough Transportation DCC Reserve. The other DCC Reserves will be repaid with interest at the earlier of when the funds are required to complete DCC capital works and sufficient Queensborough Transportation DCCs are collected.

#### 6. PENSION PLAN

The City and its employees contribute to the Municipal Pension Plan (a jointly trusteed pension plan). The board of trustees, representing plan members and employers, is responsible for administering the plan, including investment of assets and administration of benefits. The plan is a multi-employer defined benefit pension plan. Basic pension benefits are based on a formula. As at December 31, 2020, the plan has about 220,000 active members and approximately 112,000 retired members. Active members include approximately 42,000 contributors from local governments.

Every three years, an actuarial valuation is performed to assess the financial position of the plan and adequacy of plan funding. The actuary determines an appropriate combined employer and member contribution rate to fund the plan. The actuary's calculated contribution rate is based on the entry-age normal cost method, which produces the long-term rate of member and employer contributions sufficient to provide benefits for average future entrants to the plan. This rate may be adjusted for the amortization of any actuarial funding surplus and will be adjusted for the amortization of any unfunded actuarial liability.

#### 6. PENSION PLAN (continued)

The most recent actuarial valuation for the Municipal Pension Plan as at December 31, 2018, indicated a \$2,866 million funding surplus for basic pension benefits on a going concern basis.

The City paid \$7,985,324 (2020 - \$7,724,529) for employer contributions to the plan in fiscal 2021.

The next valuation will be as at December 31, 2021, with results available in 2022.

Employers participating in the plan record their pension expense as the amount of employer contributions made during the fiscal year (defined contribution pension plan accounting). This is because the plan records accrued liabilities and accrued assets for the plan in aggregate, resulting in no consistent and reliable basis for allocating the obligation, assets and cost to individual employers participating in the plan.

#### 7. EMPLOYEE BENEFIT PLANS

The City provides certain post-employment benefits, compensated absences, and termination benefits to its employees. These benefits include accumulated non-vested sick leave and post-employment disability benefits.

	 2021	2020
Accrued Benefit Obligation, beginning of year	\$ 12,815,100	\$ 12,017,500
Current service cost	823,700	768,400
Interest cost	222,800	273,900
Long term disability expense (revenue)	477,400	569,100
Benefits paid	(835,900)	(1,153,500)
Actuarial loss (gain)	 (817,100)	339,700
Accrued Benefit Obligation, end of year	12,686,000	12,815,100
Other employee benefit liabilities	52,673	40,974
Unamortized actuarial (loss) gain	 165,900	(714,600)
Accrued Benefit Liability, end of year	\$ 12,904,573	\$ 12,141,474

Actuarial gains and losses are amortized over the expected average remaining service period of the related employee group commencing the year after the gain or loss arises. A full update to the actuarial valuation of the accrued benefit liability was performed to determine the City's accrued benefit obligation as at December 31, 2020 and results were extrapolated to December 31, 2021. Actuarial assumptions used to determine the City's accrued benefit obligation are as follows:

	2021	2020
Discount rate Expected future inflation rate	2.50% 2.50%	2.10%
Expected wage and salary range increases Expected average remaining service period		3.00% - 4.63% 12 years

#### 8. LONG-TERM DEBT

The City receives debt financing through the MFA in accordance with the Community Charter to finance certain capital expenses. Gross debt of \$83,764,914 (2020 - \$81,639,914) less repayments and actuarial adjustments of \$23,250,755 (2020 - \$19,509,565) is presented as net debt of \$60,514,159 (2020 - \$62,130,349).

	2021	2020
Police Building, Bylaw 6603, 2.25%, due 2024	\$ 1,671,628	\$ 2,185,945
Moody Park Pool, Bylaw 7209, 2.90%, due 2028	1,756,532	1,972,560
Moody Park Pool, Bylaw 7209, 1.28%, due 2030	229,756	252,191
Westminster Pier Park Development Bylaw 7377, 3.65%, due 2026	2,485,936	2,931,853
Westminster Pier Park Development Bylaw 7377, 2.00% due 2032	1,099,450	1,199,400
Civic Facilities, Road Maintenance and Park Development Loan Authorization Bylaw 7528, 2.60%, due 2036	10,071,532	10,591,204
New Westminster Substation Loan Authorization Bylaw 7604, 2.20% due 2035	18,908,746	19,976,960
New Westminster Civic Infrastructure Loan Authorization Bylaw 7842, MFA variable rate, due 2024	3,830,000	1,705,000
New Westminster Civic Infrastructure Loan Authorization Bylaw 7842, 2.24%, due 2039	20,460,579	21,315,236
	\$ 60,514,159	\$ 62,130,349

Estimated repayments on long-term debt for the next five years and thereafter are as follows:

2022	3,873,825
2023	4,010,448
2024	5,829,337
2025	3,677,150
2026	5,924,577
Thereafter	37,198,822
-	\$ 60,514,159
-	

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CORPORATION OF THE CITY OF NEW WESTMINSTER	NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS	For the Year Ended December 31, 2021

# 9. TANGIBLE CAPITAL ASSETS

	Assets						Engineering Structures	Structures		Electrical		
	Under Construction	Land	Building	Vehicles / Equipment	Park Improvements	Engineering Structures	Water	Sewer	Solid Waste	Distribution System	2021 Total	2020 Total
COST												
Balance, beginning of year	\$ 16,841,301	\$ 207,126,137	16,841,301 \$ 207,126,137 \$ 188,331,708 \$ 43,443,363		\$ 75,575,357	\$ 232,829,570 \$	232,829,570 \$ 63,771,360 \$ 120,297,410		۰ ډ	\$ 98,552,079 \$	98,552,079 <b>\$ 1,046,768,285</b> \$ 1,018,835,392	3 1,018,835,392
Transfers	(7,797,023)	'	66,297	51,152	1,822,347	2,205,630	979,297	2,672,300	,		ı	'
Additions	30,472,432	5,322,318	1,108,771	2,632,477	939,906	8,539,506	1,662,210	2,311,409		3,417,927	56,406,956	36,689,831
Disposals		'	'	(1,997,209)	(44,390)	(434,169)	(22,006)	·	'	(218,128)	(2,715,902)	(8,756,938)
Balance, end of year	39,516,710	212,448,455	189,506,776	44,129,783	78,293,220	243,140,537	66,390,861	125,281,119	,	101,751,878	1,100,459,339	1,046,768,285
Balance beginning of vear			\$ 76.817.128	\$ 76 817 128 \$ 24 729 807	\$ 37.910.519	\$ 118 995 665 5	\$ 13 899 242 \$	28.372.120		\$ 28,594,180 \$	329.318.661 \$	313 107 142
Amortization		•	5,839,527	3,810,148	2,198,830	7,189,971	886,299	1,838,696		2,440,915	24,204,386	
Disposals		'		(1,936,722)	(44,390)	(434,169)	(22,006)		,	(159,013)	(2,596,300)	(7,333,978)
Balance, end of year			82,656,655	26,603,233	40,064,959	125,751,467	14,763,535	30,210,816		30,876,082	350,926,747	329,318,661
NET BOOK VALUE												
As at December 31, 2021	\$ 39,516,710	\$ 212,448,455	39,516,710 \$ 212,448,455 \$ 106,850,121 \$ 17,526,550	\$ 17,526,550	\$ 38,228,261	38,228,261 \$ 117,389,070 \$ 51,627,326 \$ 95,070,303	\$ 51,627,326		ج	\$ 70,875,796	749,532,592	
NET BOOK VALUE												
As at December 31, 2020	\$ 16,841,301 \$	\$ 207,126,137	16,841,301 \$ 207,126,137 \$ 111,514,580 \$ 18,713,556 \$	\$ 18,713,556		37,664,838 \$ 113,833,905 \$ 49,872,118 \$	\$ 49,872,118	\$ 91,925,290 \$	ج	\$ 69,957,899	÷	5 717,449,624

#### 9. TANGIBLE CAPITAL ASSETS (continued)

(a) Assets under construction

Assets under construction having a value of 39,516,710 (2020 - 16,841,301) have not been amortized. Amortization of these assets will commence when the asset is put into service.

(b) Contributed tangible capital assets

Contributed capital assets have been recognized at fair market value at the date of contribution. Included in the additions to tangible capital assets is \$7,932,156 of contributed assets received during the year (2020 – \$4,974,934).

(c) Works of art and historic assets

The City manages and controls various works of art and non-operational historic assets including buildings, artifacts, painting and sculptures located at City sites and public display areas. These assets are not recorded as tangible capital assets and are not amortized.

#### **10. ACCUMULATED SURPLUS**

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

	2021	2020
Surplus:		
Invested in Tangible Capital Assets (a)	\$ 691,766,726	\$ 658,067,568
Invested in Inventory of Supplies	2,371,758	2,098,247
Invested in Prepaid Expenses	3,522,563	1,651,150
Reserves:		
Reserves set aside by Council:		
Affordable Housing	1,642,737	1,464,370
Childcare Amenity	1,751	1,734
Community Amenity	7,756,370	7,661,981
Community Development	1,861,872	903,709
Community Endowment	4,884,502	4,836,140
Computer Replacement	801,712	633,043
Environment/Childcare Grants	200,000	200,000
Equipment Replacement	10,900,668	10,435,755
Facility Maintenance	4,937,234	4,005,762
Facility Replacement - TACC	-	8,233,178
Facility Replacement - Massey Theatre	7,121,289	6,665,915
General Amenity	419,177	415,027
General Fund Provisions	9,007,015	21,988,318
Offstreet Parking Provisions	1,788,850	1,808,909
Public Art	760,592	691,061
Electrical Fund Provisions	32,338,664	30,779,474
Water Fund Provisions	11,955,625	7,161,852
Sewer Fund Provisions	27,040,856	18,513,143
Solid Waste Fund Provisions	(1,640,813)	(1,937,471)
Statutory Reserves:		
Cemetery Reserve	842,003	782,766
Construction of Municipal Works	8,744,315	9,151,359
Parking Cash in Lieu	1,227,972	1,215,813
Park Land Acquisition	64,034	63,400
Tax Sale Land	1,791,251	1,773,516
Total Reserves	134,447,676	137,448,754
Total Accumulated Surplus	\$ 832,108,723	\$ 799,265,719

(a) Invested in tangible capital assets is comprised of tangible capital assets of \$749,532,592 (2020 - \$717,449,624) less net proceeds from debt spent on tangible capital assets of \$57,765,866 (2020 - \$59,382,056).

#### **11. TRUST FUNDS**

The Election Surplus, Amateur Sports Promotion and Irving House Bequeaths are not reported in these consolidated financial statements. The following is a summary of Trust Fund transactions for the year:

	 2021	2020
Balances, beginning of year	\$ 356,407	\$ 366,001
Interest earned	 3,564	7,320
	359,971	373,321
Expenses and Transfers (Net)	 -	(16,914)
Balances, end of year	\$ 359,971	\$ 356,407

#### **12. MUNICIPAL TAXATION AND OTHER LEVIES**

In addition to levying and collecting property taxes for municipal purposes, the City also collects taxes from its citizens on behalf of other governments. The following table illustrates the amounts collected and the amounts transferred to other governments. These amounts collected on behalf of other governments are not reflected on the City's consolidated financial statements.

	2021	%	2020	%
Gross Taxation and Levies	\$144,004,351	100.00	\$130,554,730	100.00
Less: Collections on Behalf of Other Governments				
Metro Vancouver Regional District	1,717,907	1.19	1,554,283	1.19
BC Assessment Authority	1,269,611	0.88	1,257,090	0.96
Municipal Finance Authority	5,873	< 0.01	5,734	< 0.01
Province of British Columbia - School Taxes	39,496,656	27.43	30,113,235	23.07
South Coast British Columbia Transportation Authority	8,359,485	5.81	8,013,764	6.14
Business Improvement Levies	430,455	0.30	415,292	0.32
	51,279,987	35.61	41,359,398	31.68
Municipal Taxation and Levies	\$ 92,724,364	64.39	\$ 89,195,332	68.32

#### **13. OTHER REVENUE**

Other Revenue includes:

	 2021	2020
Licences, Permits and Fines	\$ 7,407,496	\$ 6,955,531
Interest and Penalties	4,273,446	5,744,119
Gain on Disposal of Tangible Capital Assets	21,244	10,462
Other	3,814,036	4,009,243
	\$ 15,516,222	\$ 16,719,355

#### **14. CONTINGENCIES**

- (a) The loan agreements with the Metro Vancouver Regional District and the MFA provide that, if at any time the scheduled payments provided for in the agreements are not sufficient to meet the authorities' obligations in respect of such borrowing, the resulting deficiency becomes a joint and several liability of the City and the other participants.
- (b) The City obtains long-term debt instruments through the MFA. The City is also required to execute demand notes in connection with each debenture whereby the City may be required to loan certain amounts to the MFA. The demand notes are contingent in nature and are not reflected in the accounts. Details of the contingent demand notes at December 31, 2021 are as follows:

	 2021	2020
Police Building, Bylaw 6603	\$ 233,776	\$ 233,776
Moody Park Pool, Bylaw 7209	142,759	142,759
Westminster Pier Park, Bylaw 7377	253,681	253,681
New Westminster Substation, Bylaw 7604	463,277	463,277
Civic Facilities, Road Maintenance and Park Development, Bylaw 7528	258,507	258,507
New Westminster Civic Infrastructure, Bylaw 7842	438,645	438,645
	\$ 1.790.645	\$ 1.790.645

- (c) A number of legal claims have been initiated against the City in varying or unspecified amounts. The outcome of these claims cannot reasonably be determined at this time. The amount of loss, if any, arising from these claims will be recorded in the period in which the loss is determined.
- (d) The City is a shareholder of E-Comm, Emergency Communications for British Columbia Incorporated (E-Comm) whose services include: regional 9-1-1 call centre for the Metro Vancouver Regional District; Wide Area Radio network; dispatch operations; and records management. The City has one Class A share and one Class B share and the Police Board has one Class A share. There are 36 Class A shares and 19 Class B shares issued and outstanding as at December 31, 2021. As a Class A shareholder, the City shares in both funding the future operations and capital obligations of E-Comm (in accordance with a cost sharing formula), including any lease obligations committed to by E-Comm up to the shareholder's withdrawal date.
- (e) The City, as a member of the Metro Vancouver Regional District, the Greater Vancouver Sewerage and Drainage District and the Greater Vancouver Water District is jointly and severally liable for the net capital liabilities of these Districts. Any liability which may arise as a result of the above noted contingency will be accounted for in the period in which the required payment is made.

#### **15. SEGMENTED INFORMATION**

The City is a diversified municipal government institution that provides a wide range of services to its citizens, including Police Services, Parks and Recreation Services, Fire Services, Climate Action, Planning and Development Services, Engineering Services, General Government Services, Library, and Utility Operations which includes Water Supply Services, Electrical Distribution Services, Sewer and Drainage Services, and Solid Waste Services. For management reporting purposes, the City's operations and activities are organized and reported by Service Areas. Service Areas were created for the purpose of recording specific activities to attain certain objectives in accordance with regulations, restrictions and limitations.

City Services are provided by departments and their activities are reported in these Service Areas. Departments disclosed in the segmented information, along with the services they provide, are as follows:

#### General Government Services – Legislative Services, Administration, Cultural Services, Communications, Finance, Information Technology, Human Resources, Legal Services, Economic Development, and Grants in Aid

The Departments and Divisions within General Government Services are responsible for adopting bylaws; adopting administrative policy; levying and collecting taxes and utilities; acquiring, disposing and managing City assets; developing and maintaining information technology systems and applications; ensuring effective financial management and communication; administering City grants; managing the Anvil Centre and cultural services; developing an effective labour force; administering collective agreements and payroll; economic development; monitoring and reporting performance; and ensuring that high quality City service standards are met.

#### **Police Services**

The mandate of Police Services is to keep the community safe by enforcing the law, and by preventing and reducing crime.

#### Parks and Recreation Services

Parks and Recreation is responsible for providing, facilitating the development of, and maintaining high quality parks, and recreation facilities and programs.

#### Library Services

The New Westminster Public Library is responsible for providing library resources and services to the community.

#### Fire Services

The mandate of Fire Services is to protect life, property and the environment through the provision of emergency response and planning, inspections, code enforcement and public education, ensuring safety for the public.

#### **15. SEGMENTED INFORMATION (continued)**

#### Climate Action, Planning and Development

Climate Action, Planning and Development is responsible for preparing land use plans, bylaws and policies for sustainable development of the City, for reviewing and approving new development, building permits and inspections and climate action.

## Engineering Services – Engineering Operations and Administration, Cemetery, Parking and Towing Services, Animal Services, Vehicle Fleet Services, Works Yards

Engineering Services is responsible for planning, building, operating and maintaining the City's physical infrastructure including roads and sidewalks, civic buildings and facilities. In addition, the divisions provide services for parking, towing, cemetery operations, animal control and fleet services.

### Utility Operations - Water Supply Services, Electrical Distribution Services, Sewer and Drainage Services, and Solid Waste Services

The Water Utility operates and distributes over 8 million cubic meters of drinking water, and maintains water mains and pump stations. The Electrical Distribution Utility is responsible for the distribution of electricity to the City's citizens and businesses and the City's fibre network system. The Sewer and Drainage Utility is responsible for the disposal of sanitary sewage and drainage, as well as the network of sewer mains, storm sewers and pump stations. The Solid Waste Utility is responsible for garbage collection, green waste collection and recycling.

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CORPORATION OF THE CITY OF NEW WESTMINSTER NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS For the Year Ended December 31, 2021

# 15. SEGMENTED INFORMATION (continued)

# SEGMENTED REVENUES AND EXPENSES

						Climate Action.					
	General Government	Police Services	Parks and Recreation	Library	Fire Services	Planning and Development	Engineering Services	Utility Operations	2021	2020	2021 Budget
REVENUE											
Municipal Taxation and Other Levies	\$ 92,641,123	م	ۍ ب	,	م	، ج	، م	\$ 83,241	\$ 92,724,364	\$ 89,195,332	\$ 93,740,726
Utility Rates		1	•	,	•	1	•	95,411,264	95,411,264	92,380,953	94,010,630
Sale of Services	287,134	5,344,241	2,860,169	26,255	164,642	14,834	4,162,534	1,178,523	14,038,332	12,064,621	13,114,033
Grants from Other Governments	47,053	1,924,981	862,525	144,054	. '	645,174	1,574,352		5,198,139	10,577,058	13,493,021
Contributed Tangible Capital Assets			4,000,000				3,442,002	490,154	7,932,156	4,974,934	
Contributions	4,061,265	ı	3,007,367		75,922	249,469	3,650,527	2,060,361	13,104,911	9,334,300	11,825,944
Other Revenue	6,114,829	31,599	274,733	323	80,653	5,598,322	2,171,922	1,243,841	15,516,222	16,719,355	14,676,156
Total Revenue	\$103,151,404	\$ 7,300,821	\$ 11,004,794 \$	170,632	\$ 321,217	\$ 6,507,799	\$ 15,001,337	\$100,467,384	\$ 243,925,388	\$235,246,553	\$ 240,860,510
EXPENSES											
Salaries, Benefits and Training	\$ 14,667,512	\$ 28,309,778	\$ 13,564,984 \$	2,693,761	\$ 15,487,372	\$ 5,334,472	\$ 13,473,378	\$ 5,090,326	\$ 98,621,583	\$ 89,686,470	\$ 101,195,040
Contracted Services	1,963,900	3,778,461	5,485,337	123,247	904,334	1,857,522	3,141,482	3,823,038	21,077,321	18,248,326	12,047,634
Supplies and Materials	2,283,004	1,351,945	1,587,937	312,809	334,740	148,045	3,251,743	710,561	9,980,784	9,046,693	10,341,506
Interest and Bank Charges	949,178						•	842,716	1,791,894	1,807,756	1,995,681
Cost of Sales	255,851		120,743				10,241	86	386,921	375,867	491,357
Grants	747,854	8,390				36,560	•		792,804	717,419	1,013,450
Insurance and Claims	2,609,745						175,959		2,785,704	1,573,091	1,818,147
Utility Purchases and Levies		'						51,344,416	51,344,416	49,245,760	51,949,465
Amortization	4,013,605	692,855	3,966,528	707,113	641,489		8,352,431	5,830,365	24,204,386	23,545,497	25,289,000
Loss on Disposal of											
Tangible Capital Assets		8,000	26,139		3,318			59,114	96,571	1,419,316	'
Total Expenses	\$ 27,490,649	\$ 34,149,429	\$ 24,751,668 \$	3,836,930	\$ 17,371,253	\$ 7,376,599	\$ 28,405,234	\$ 67,700,622	\$ 211,082,384	\$195,666,195	\$ 206,141,280
ANNUAL SURPLUS (DEFICIT)	\$ 75,660,755	\$ 75,660,755 \$ (26,848,608) \$ (13,746,874)	-	(3,666,298)	\$ (3,666,298) \$ (17,050,036) \$		\$ (13,403,897)	(868,800) \$ (13,403,897) \$ 32,766,762	\$ 32,843,004	\$ 39,580,358	\$ 34,719,230

#### 16. COMMITMENTS

In January 2012, the City entered into an operating agreement with BC Hydro for the New Westminster Substation. The agreement commits the City to reimburse BC Hydro for all costs relating to operating, maintaining and upgrading the substation. The initial term of the agreement was effective until March 31, 2015 with subsequent five-year renewal periods until such time as either party serves written notice of termination at least one year prior to the end of the current five-year term. On March 31, 2020 the term of the agreement was automatically extended until March 31, 2025.

#### **17. CONTRACTUAL RIGHTS**

The City has various contracts with organizations that are expected to result in the following revenues over the next five years that are either to provide services to or acquire capital assets for the community, or are for the use of City assets through property, fibre optic and advertising space agreements.

2021
\$ 11,086,299
\$ 3,476,228
\$ 1,894,317
\$ 1,731,874
\$ 1,407,297
\$ \$ \$

Certain contractual rights are not included in the above schedule as the amounts received vary from period to period and cannot be estimated.

#### **18. GRANTS FROM OTHER GOVERNMENTS**

Grants from other governments include:

	 2021	2020
Federal Provincial and Regional	\$ 815,505 4,382,634	\$ 784,095 9,792,963
-	\$ 5,198,139	\$ 10,577,058

#### **19. COMPARATIVE INFORMATION**

Certain comparative information has been reclassified to conform to the City's financial statement presentation adopted for the current year.

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CORPORATION OF THE CITY OF NEW WESTMINSTER STATEMENTS OF FINANCIAL POSITION - BY FUND As at December 31, 2021				SU	IPPLEMENT/	SUPPLEMENTAL SCHEDULE I (UNAUDITED)	(UNAUDITED)
	General Fund	Electrical Utility Fund	Water Utility Fund	Sewer Utility Fund	Solid Waste Utility Fund	2021	2020
FINANCIAL ASSETS							
Cash and Cash Equivalents Accounts Receivable	\$ 114,146,434 \$		۰ ج	\$ '	'	\$ 114,146,434	\$ 147,152,685
Property Taxes	3,139,525	,	I	ı		3,139,525	3,557,411
Other	11,107,169	9,201,770	599,202	1,117,524	214,079	22,239,744	23,639,583
Due from Other Governments Investments	3,660,687 102,595,180					3,660,687 102,595,180	1,634,413 82,876,282
	234,648,995	9,201,770	599,202	1,117,524	214,079	245,781,570	258,860,374
LIABILITIES							
Accounts Payable	27,561,216	190,393			,	27,751,609	21,545,171
Due to Other Governments	5,596,028					5,596,028	22,029,016
Prepaid Taxes	12,172,127		•			12,172,127	11,148,774
Deferred Revenue and Deposits	30,782,753	175,179				30,957,932	32,668,168
Deferred Development Cost Charges	14,907,790		2,101,493	2,194,049	ı	19,203,332	19,130,724
Employee Benefit Plans	12,904,573				ı	12,904,573	12,141,474
Long-Term Debt	27,056,141	33,458,018	ı		ı	60,514,159	62,130,349
Due to/(from) Other Funds	70,123,472	(26,063,879)	(15,606,477)	(29,330,708)	877,592		
	201,104,100	7,759,711	(13,504,984)	(27,136,659)	877,592	169,099,760	180,793,676
NET FINANCIAL ASSETS	33,544,895	1,442,059	14,104,186	28,254,183	(663,513)	76,681,810	78,066,698
NON-FINANCIAL ASSETS							
Tangible Capital Assets	508,972,440	89,937,939	52,437,567	97,071,804	1,112,842	749,532,592	717,449,624
Inventory of Supplies	500,323	1,710,186	132,655	28,594	ı	2,371,758	2,098,247
Prepaid Expenses	3,522,563					3,522,563	1,651,150
	512,995,326	91,648,125	52,570,222	97,100,398	1,112,842	755,426,913	721,199,021
ACCUMULATED SURPLUS	\$ 546,540,221 \$	93,090,184	\$ 66,674,408	\$ 125,354,581 \$	449,329	\$ 832,108,723	\$ 799,265,719

# CORPORATION OF THE CITY OF NEW WESTMINSTER STATEMENTS OF OPERATIONS - BY FUND For the Year Ended December 31, 2021

	General	Electrical	Water	Sewer	Solid Waste	1000		1000 Budact
	Luiu		ounty rand	Ounty Fund		1707	2020	zuz I Duuger
REVENUE								
Municipal Taxation and Other Levies	\$ 92,641,123	۰ ډ	' \$	\$ 83,241	•	\$ 92,724,364	\$ 89,195,332	93,740,726
Utility Rates		52,317,951	14,939,665	24,346,843	3,806,805	95,411,264	92,380,953	94,010,630
Sale of Services	12,859,809	151,203	255,123	772,197		14,038,332	12,064,621	13,114,033
Grants from Other Governments	5,198,139			1	,	5,198,139	10,577,058	13,493,021
Contributed Tangible Capital Assets	7,442,002	70,600	,	419,554	ı	7,932,156	4,974,934	I
Contributions	11,044,550	1,779,169		281,192		13,104,911	9,334,300	11,825,944
Other Revenue	14,272,381	281,847		10,268	951,726	15,516,222	16,719,355	14,676,156
	143,458,004	54,600,770	15,194,788	25,913,295	4,758,531	243,925,388	235,246,553	240,860,510
EXPENSES								
Police Services	34,149,429					34,149,429	29,169,363	33,018,500
Parks and Recreation	24,751,668	•	•			24,751,668	21,791,314	21,567,216
Fire Services	17,371,253			ı		17,371,253	16,870,661	17,992,154
Climate Action, Planning and Development	7,376,599					7,376,599	6,063,165	6,776,962
Engineering Services	28,405,234					28,405,234	27,042,941	27,676,745
General Government	27,490,649					27,490,649	25,585,521	27,267,361
Library	3,836,930		•		•	3,836,930	3,700,338	4,725,629
Utility Operations	•	40,026,211	8,879,323	15,213,658	3,581,430	67,700,622	65,442,892	67,116,713
	143,381,762	40,026,211	8,879,323	15,213,658	3,581,430	211,082,384	195,666,195	206,141,280
ANNUAL SURPLUS	76,242	14,574,559	6,315,465	10,699,637	1,177,101	32,843,004	39,580,358	34,719,230
Interfund Transfers:								
From Electrical Fund to Current Fund	2,500,000	(2,500,000)	ı	ı	,	•	,	,
From Electrical Fund to Provision for Future Exp.	3,500,000	(3,500,000)		,				
Other Transfers	1,314,460	275,100	(478,006)	(364,822)	(746,732)			ı
INCREASE (DECREASE) IN SURPLUS	7,390,702	8,849,659	5,837,459	10,334,815	430,369	32,843,004	39,580,358	34,719,230
Accumulated Surplus, beginning of year	539,149,519	84,240,525	60,836,949	115,019,766	18,960	799,265,719	759,685,361	799,265,719
ACCUMULATED SURPLUS, end of year	\$ 546,540,221	\$ 93,090,184	\$ 66,674,408	\$ 125,354,581	\$ 449,329	\$ 832,108,723	\$ 799,265,719	\$ 833,984,949

Δ	Balances, Beginning of Year	Transfer from (to) Operating and Trust Funds	Third Party Contributions (Disbursements)	Interest Allocation	Proceeds from Disposal	Transfers For Capital Expenses	Balances, End of Year
RESERVES SET ASIDE BY COUNCIL							
Affordable Housing	1,464,370 \$	163,723	\$ '	14,644 \$	,	• •	1,642,737
		, <b>1</b>	ı		I	ı	1,751
Community Amenity	7,661,981	(40,356)	75,000	76,620		(16,875)	7,756,370
Community Development	903,709	(2,461,400)	3,438,046	9,036	ı	(27,519)	1,861,872
Community Endowment	4,836,140		•	48,362	•		4,884,502
Computer Replacement	633,043	278,761		6,330	ı	(116,422)	801,712
Environment/Childcare Grants	200,000	(2,000)		2,000	·		200,000
Equipment Replacement	10,435,755	1,895,712	I	104,358	44,275	(1,579,432)	10,900,668
Facility Maintenance	4,005,762	2,580,091		40,058		(1,688,677)	4,937,234
Facility Replacement - TACC	8,233,178	2,408,092		82,332	ı	(10,723,602)	
Facility Replacement - Massey Theatre	6,665,915	1,058,455		66,659	ı	(669,740)	7,121,289
General Amenity	415,027	ı	ı	4,150	ı	·	419,177
General Fund Provisions	21,988,318	(3,191,776)		2,749	ı	(9,792,276)	9,007,015
Offstreet Parking Provisions	1,808,909	(20,059)	ı	I	I	ı	1,788,850
Public Art	691,061	62,620	·	6,911			760,592
Electrical Fund Provisions	30,779,474	1,559,190	ı	ı	ı	ı	32,338,664
Water Fund Provisions	7,161,852	4,793,773		ı			11,955,625
Sewer Fund Provisions	18,513,143	8,527,713			ı		27,040,856
Solid Waste Fund Provisions	(1,937,471)	296,658					(1,640,813)
	124,461,900	17,909,197	3,513,046	464,226	44,275	(24,614,543)	121,778,101
STATUTORY RESERVES	782 766	50 237					842 003
Construction of Municipal Works	0 151 350	138 068		01 513		(636 675)	8 744 315
Parking Cash in Lieu	3, 131,333 1.215.813			12.159		-	1.227.972
Park I and Acruisition	63 400			634		•	64 034
Tax Sale Land	1,773,516			17,735			1,791,251
	12,986,854	197,305		122,041		(636,625)	12,669,575
TOTAL RESERVES	137,448,754 \$	18,106,502	\$ 3,513,046 \$	586,267 \$	44,275	\$ (25,251,168) \$	134,447,676
2021 Budget \$	122,761,260 \$	38,714,905	\$ 1,997,593 \$	1,190,546 \$		\$ (75,456,107) \$	89,208,197

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### SUPPLEMENTAL SCHEDULE IV (UNAUDITED)

#### CORPORATION OF THE CITY OF NEW WESTMINSTER RESTART GRANT SCHEDULE For the Year Ended December 31, 2021

### **BC COVID-19 SAFE RESTART GRANT**

In November, 2020 the City received \$6,052,000 from the Province of British Columbia for funding operations impacted by COVID-19. The Safe Restart Grant can be used over multiple years to fund increased costs and lower revenues as a result of COVID-19. The City has recognized the grant as revenue in 2020 and has used some of the funds to offset impacts in 2021 and is expecting to use the remainder of the funds by the end of 2023.

Safe Restart Grant Received November 2020	\$ 6,052,000
Costs offset in 2021	
Support for vulnerable persons	59,177
Education and enforcement	36,454
Coumunity support programs	31,601
Emergency management centre response	98,220
Total of Costs	225,452
Casino revenue shortfall offset in 2021	4,450,000
Unused Grant Funding, December 31, 2021	<u>\$ 1,376,548</u>



Statement of Financial Information Approval



# STATEMENT OF FINANCIAL INFORMATION APPROVAL

The undersigned, as authorized by the Financial Information Regulation, Schedule 1, subsection 9(2), approves all the statements and schedules included in this Statement of Financial Information, produced under the *Financial Information Act*.

Warn

Harji Varn CFO/Director of Finance

Dated: June 20, 2022

Council Member/Mayor on behalf of Council

Dated: \_\_\_\_\_

Corporation of the City of New Westminster 511 Royal Avenue, New Westminster, BC V3L 1H9 T 604.521.3711 F 604.521.3895 E info@newwestcity.ca



# Schedule of Council Remuneration and Expenses

# **Corporation of the City of New Westminster Schedule of Council Remuneration and Expenses, 2021**

		UBCM /		Other		City	
		FCM /		Conferences /	Other	Sponsored	
	Total	LMLGA	FCM	Seminars /	Community	Community	
Council Member	Remuneration	Conferences	Committees	Training	Events	Events	Other
Cote, Jonathan X.	136,588						
Johnstone, Patrick	53,866	683					
McEvoy, Jaimie	54,866	1,337		487	96		
Puchmayr, Chuck	54,766	202		942			
Trentadue, Mary	54,866			101			
Das, Veechibala	54,866	(238)					
Nakagawa, Nadine M.	55,866	1,337					
Total	465,683	3,321	_	1,530	96	-	_

The Financial Information Regulation, Schedule 1, subsection 6 (1) defines "expenses" as follows: "includes travel expenses, membership, tuition, relocation, vehicle leases, extraordinary hiring expenses, registration fees and similar amounts paid directly to an employee, or to a third party on behalf of the employee, and which has not been included in 'remuneration', is not limited to expenses that are generally perceived as perquisites, or bestowing personal benefit, and may include expenditures required for employees to perform their job functions, and excludes benefits of a general nature applicable to all employees pursuant to an agreement such as medical, dental, counselling, insurance and similar plans."



# Schedule of Employee Remuneration and Expenses

	of the City of New West		
Schedule of Employee Ren Employee Name	muneration and Expens Remuneration	es (>\$75,000), 202 City Business	21 Total
		Expenses	
Abel, Sally L	\$ 96,532	\$ -	\$ 96,532
Adamson, Paul N.	135,982	399	136,381
Adin, Emilie K.	192,975	703	193,678
Allen, Patrice	75,478	-	75,478
Altamura, Jacklyn R.	76,629	-	76,629
Aminpour, Amir-Ali	127,794	1,006	128,800
Anderson, Robert M.	131,440	1,433	132,873
Antoniali, Michael	84,966	2,263	87,229
Armanini, Carolyn	103,825	1,716	105,540
Armstrong, Tim	324,081	4,725	328,806
Asadi, Saba	93,243	399	93,642
Auer, Christian L	116,799	-	116,799
Ayotte, Todd R. J.	114,610	227	114,837
Bailey, Glen B	139,097	470	139,567
Bain, Douglas A	84,564	-	84,564
Balauag, Maureen R.	76,637	-	76,637
Baranj, Adam R.	102,307	_	102,307
Barberie, Nancy J	75,457	_	75,457
Barranti, Jody D	137,267	246	137,512
Basi, Rupinder	123,387	-	123,387
Basran, Kern P.	110,438	562	111,000
Behra, Leya M.	91,239	481	91,720
Beliveau, Gabriel	131,338	574	131,912
Bellemare, Russell	91,809	-	91,809
Bergman, Christopher M	130,994	_	130,994
Berube, Christian M.J.	118,179	_	118,179
Bhullar, Parissa Kaur	140,450	1,127	141,577
Bickerstaffe, Derek R.	118,134	405	118,538
Black, Mike	79,186	-	79,186
Booth, Ronald T	138,922	20	138,942
Bourdeaud'huy, Jesse A	119,218	399	119,617
Breedveld, Mark B	141,634	395	142,029
Bremner, Curtis	187,603	671	142,029
Brill, Steven	111,120	0/1	111,120
Bruce, Christie R	111,120	- 2.062	
		3,963	115,606
Buss, Susan M Duvton Christopher	120,003	347	120,350
Buxton, Christopher	93,770	3,595	97,365
Cameron, Michael C.	132,354	399	132,753
Campbell, Ian W	111,740	1,249	112,990
Campbell, Karen S.	108,515	1,031	109,547

Employee Name	Remuneration	City Business Expenses	Total
Canuel, Bryan B.	117,797	-	117,797
Carle, Roderick E	207,921	268	208,189
Carroll, Thomas	110,246	395	110,642
Cartwright, Jeffrey P R	123,833	-	123,833
Chadwick, Renee E	131,480	251	131,731
Chang, Roger M.	88,861	2,081	90,942
Cheng, Kenneth	99,652	-	99,652
Cho, Christine Michelle	112,972	562	113,534
Chok, Alvin K. S.	166,893	1,215	168,108
Chow, Kanny	130,093	2,038	132,131
Chu Yip, Eva Y.	119,614	562	120,176
Clapton, Christopher R	119,510	-	119,510
Cote, Jonathan X.	136,588	-	136,588
Cruz, Duglas E	85,088	-	85,088
Csizmadia, Arron G.	96,983	_	96,983
Dack, Britney	99,514	813	100,328
Dairon, Jacqueline E.	80,361	1,130	81,491
Dalla Pace, Eric P	80,155	-	80,155
Danielisz, Angela M	81,923	189	82,111
Davie, Bradley F	129,754	-	129,754
Davis, Kristian A	120,622	_	120,622
De Peralta, Shannon E.	94,241	3,563	97,804
Deighton, Kim	130,092	(800)	129,292
Denhoed, Gordon L	139,968	594	140,562
DeRenzio, Kathryn Lorraine	76,073	_	76,073
Dhaliwal, Jagwinder S.	83,428	865	84,293
Dhanoya, Navdeep S.	77,829	25	77,854
Dick, Robert P	175,930	-	175,930
Doan, James	133,260	-	133,260
Dobbs, Alicia Frances	85,289	59	85,348
Dobrescu, C Catalin	130,162	790	130,952
Dosanjh, Jagshinder	77,165	805	77,970
Doucette, James R.	132,674	1,411	134,085
Downey, Stephen	97,113	1,649	98,761
Duggan, Gordon G.	108,479	-	108,479
Dunbar, Alasdair	118,638	850	119,488
Dyer, Gillian Daisy	81,385	-	81,385
Edwards, Donald J	136,186	_	136,186
Edwardsen, Michelle	85,334	278	85,613
Emanuels, Barton Roger	190,735	-	190,735
Faltas, Steven	148,349	1,407	149,756
Farrell, Adam S.	102,310	59	102,369

Employee Name	Remuneration	City Business Expenses	Total
Finch, Linda A.	89,558	2,328	91,886
Flello, Kelly	81,895	-	81,895
Floris, David A	139,825	399	140,224
Fong, Richard	210,202	1,231	211,433
Freire, Claudia S.	96,573	-	96,573
Fryer, Blair Cameron	147,777	1,007	148,784
Fullerton, Jeff J.	134,982	399	135,381
Fung, Kenny K H	106,179	-	106,179
Gambicourt, Drew	118,591	-	118,591
Gardiner, Cory T.	122,532	-	122,532
Gasiewicz, Nell	104,420	893	105,313
Gaudreault, Pierre	172,491	-	172,491
Gawaziuk, Emil	90,156	-	90,156
Gherman, Alina	84,239	331	84,570
Gibson, Colin R	81,895	-	81,895
Gibson, Dean	210,742	371	211,113
Gidda, Rana Hardip	105,944	-	105,944
Gill, Jeffery G	156,161	-	156,161
Gjaltema, Jennifer J.	147,859	-	147,859
Goddard, Neil	88,287	142	88,428
Hackl, Edward S	83,787	370	84,158
Haight, Jason	130,092	-	130,092
Halim, Nayel	77,378	253	77,631
Halliday, Wesley	125,607	-	125,607
Harkness, Brodie J	143,516	395	143,911
Hart, Denise	77,226	-	77,226
Hattrick, Jason M.	81,750	520	82,270
Hayre, Joga	130,338	993	131,331
Heal, Carol Diane	102,999	-	102,999
Heaven, Ryan Charles Wayne	99,276	3,962	103,238
Hebert, Gregory M	90,227	2,660	92,887
Hedayatnassab, Hooman	126,757	-	126,757
Hlina, Kyle	116,717	399	117,116
Huang, Dilys C.	87,670	-	87,670
Huang, Runyu	85,962	1,450	87,412
Hudson, Tracey E	101,402	3,250	104,652
Hughes, Heidi	114,696	593	115,289
Hunter, Elizabeth S	84,908	155	85,064
Hutton, Jeffrey	108,313	-	108,313
Ius, Kathleen T	86,930	-	86,930
James, Ryan B	113,231	798	114,029
Jankovic, George	79,231	472	79,703

1	Expenses	Total
98,895	-	98,895
93,945	193	94,138
80,968	1,349	82,317
91,877	-	91,877
108,294	371	108,665
109,765	395	110,160
95,905	-	95,905
75,291	150	75,441
84,701	-	84,701
85,084	-	85,084
86,863	3,563	90,426
	551	90,081
	399	143,761
	-	85,851
	-	101,535
	506	158,600
	782	102,860
		138,468
,	-	84,427
,	1.007	93,611
		120,699
		141,499
	-	123,435
	850	99,520
		86,160
	-	119,888
	850	103,118
,	-	87,289
	791	164,073
	-	78,958
	1,139	89,062
	-,	79,579
	2.699	126,913
		143,931
,	-	120,685
	-	86,251
	2.081	167,567
	-	95,583
,		95,781
· · · · ·		145,977
		117,624
		178,963
	93,945 80,968 91,877 108,294 109,765 95,905 75,291 84,701	93,945 $193$ $80,968$ $1,349$ $91,877$ - $108,294$ $371$ $109,765$ $395$ $95,905$ - $75,291$ $150$ $84,701$ - $85,084$ - $86,863$ $3,563$ $89,530$ $551$ $143,362$ $399$ $85,851$ - $101,535$ - $102,079$ $782$ $138,030$ $438$ $84,427$ - $92,604$ $1,007$ $111,833$ $8,866$ $141,100$ $399$ $123,435$ - $98,669$ $850$ $86,019$ $142$ $119,888$ - $102,267$ $850$ $87,289$ - $163,281$ $791$ $78,958$ - $87,924$ $1,139$ $79,579$ - $124,214$ $2,699$ $143,532$ $399$ $120,685$ - $86,251$ <

Employee Name	Remuneration	City Business Expenses	Total
Mackenzie, Joshua C.	88,783	-	88,783
MacLean, Michael	109,719	1,249	110,968
Maghera, Hardeep S.	104,377	2,608	106,985
Magno, Susan R	84,355	-	84,355
Malcom, Anthony V	133,587	-	133,587
Marcone, Jonathan	120,400	242	120,642
Markos, Binega	119,673	1,596	121,269
Marling, Vali	130,092	705	130,797
Martel, Sylvain J. G.	92,594	856	93,450
Matson, Dustin R	142,454	5,268	147,722
May, Michelle L. T.	137,819	1,330	139,149
Mayer, Bryan	118,330	399	118,729
McCaig, Josh	111,545	1,249	112,794
McClean, Claire	87,292	-	87,292
McCreight, Richard T.	102,371	395	102,767
McCullough, Robert Jay	142,058	-	142,058
McDonnell, Wendy	121,725	76	121,801
McGillivray, Karin T D	85,169	76	85,245
Medurecan, Christian J.	93,314	925	94,239
Mehdic, Anur	82,654	581	83,235
Mercado, Judith Tammie	76,532	216	76,748
Mereigh, Christy V	157,940	1,714	159,653
Metchie, Veronika	85,295	-	85,295
Mikoda, Kevin	116,864	1,249	118,113
Milaney, Colin G	160,820	494	161,315
Milic, Nikolina	93,942		93,942
Miller, Jennifer L.	108,981	892	109.873
Mitchell, Elizabeth L	77,442	-	77,442
Montgomery, Steven D.	101,614	-	101,614
Moore, Paul	79,749	-	79,749
Morin, Bruno M	130,878	953	131,831
Mullard, Darren	99,649	1,145	100,794
Mulleda, Alfredo C.	135,898	235	136,133
Myers, Dylan P	126,892	5,512	132,404
Nash, Michael A	172,115	510	172,625
Nedelak, Jody B.	91,553	3,563	95,117
Nemeth, Paul E	135,534	399	135,933
Neves, Stacey	88,655	-	88,655
Nguyen, Michael Tuan	89,700	193	89,893
Nielsen, Patricia C	86,069	371	86,440
Noma, David	140,738	-	140,738
Oldale, Tom	98,751	1,065	99,816

Employee Name	Remuneration	City Business Expenses	Total
Otieno, George	120,398	951	121,349
Paciejewski, Julie	76,764	-	76,764
Pakulak, Steven E	138,541	-	138,541
Papais, Carlo	80,897	-	80,897
Parsons, Cleone	109,243	-	109,243
Paterson, Cory G	106,610	6,175	112,786
Pennell, Tim	157,006	395	157,401
Petkovic, Miodrag	89,299	-	89,299
Picher, Eric	111,224	1,357	112,581
Pilfold, Matthew J.	85,567	554	86,121
Pook, Joseph C.	81,892	1,139	83,031
Pook, Justin	75,348	-	75,348
Poole, Michael S	119,565	399	119,964
Prodnuk, Matthew T	84,621	308	84,930
Racanello, Michael	86,742	840	87,582
Ramos, Walter A.	79,346	812	80,158
Ray-Wilks, Dustin	99,419	-	99,419
Rempel, Ashley E	124,660	843	125,503
Reppen, Cory	80,527	850	81,377
Rode, Steven William	117,797	-	117,797
Romanyk, Jeffrey	143,278	399	143,677
Rosario, Gerald R.	93,358	-	93,358
Rossi, Heather M.	77,541	46	77,587
Rowat, Mark T	86,927	-	86,927
Roxburgh, Lynn K	113,380	711	114,090
Rutishauser, Marc	169,692	776	170,467
Rutledge, Dale A	134,049	399	134,448
Samsonoff, Kelly	122,600	-	122,600
San, Ryan	112,601	-	112,601
Sanders, Timothy L.	94,396	3,526	97,922
Sandferd, Carie	119,324	807	120,131
Sarson, Donald S	114,914	-	114,914
Saunders, Robert	77,213	-	77,213
Schick, Cory	115,645	1,249	116,895
Schiebler, Jeffrey M	99,693	399	100,092
Schlecker, Farron D.	137,364	-	137,364
Schneider, Thomas	139,217	399	139,617
Schreder, Sophie C.	84,980	499	85,478
Shannon, Patrick M.	130,321	511	130,832
Sharkey, Joshua	117,253	1,862	119,115
Shein, Sandy	76,078	121	76,199
Sherwood, Alexander G.	117,202	-	117,202

Employee Name	Remuneration	City Business Expenses	Total
Shokar, Baljeet S	145,252	-	145,252
Smith, Trevor	83,097	-	83,097
Solis, Elixander	84,948	-	84,948
Spitale, Lisa M	285,590	1,260	286,850
Spurrell, Julie	157,671	-	157,671
Stark, John H	125,305	621	125,925
Stevens, Mark B	80,119	382	80,500
Stewart, James D	119,805	798	120,603
Stockbruegger, Kevin	108,274	1,249	109,523
Stockdale, Luke M	80,280	-	80,280
Stuber, Randy J	126,715	-	126,715
Sulem, Gwenda M.	117,768	1,100	118,868
Tambellini, Denise A.	114,608	1,175	115,782
Tannar, Jeffrey E	89,770	464	90,234
Teed, Jackie	160,258	557	160,815
Thomson, Erika	149,003	951	149,953
Thorpe, Kevin S.	123,059	-	123,059
Tom, Brittany M.	115,266	1,516	116,782
Topnik, Sean	113,539	-	113,539
Trachta, Serena G.	96,515	2,741	99,256
Trasolini, Stephanie T	109,099	-	109,099
Tremblett, Ryan	93,498	1,249	94,748
Tsoutsouras, Panagiotis	102,007	392	102,398
Tyler, Jason R.	115,439	399	115,838
Vanderspek, Robert W	91,330	-	91,330
Varn, Harjinder	176,161	1,518	177,679
von Hausen, Athena M.	91,120	569	91,688
Wagner, Justin R.	87,937	1,679	89,616
Wang, Haiyan	85,399	1,535	86,933
Wang, Yi-Chun	75,953	1,064	77,017
Wat, Eugene	157,320	1,326	158,646
Watson, Michael	109,188	1,417	110,605
Weber, Ryan	82,240	202	82,442
Wells, Christopher	115,183	1,197	116,380
Wen, Er Bao	85,315	-	85,315
Werbovetski, Wayne	122,625	1,084	123,709
Westlund, Eric	143,303	395	143,698
Westra, John	104,210	-	104,210
Williams, Erin G	167,320	1,607	168,927
Wilson-Roberts, Jennifer	101,545	155	101,700
Wolgram, Jeffrey R.	113,371	900	114,271
Wong, Willene	75,564	-	75,564

Employee Name	Re	emuneration	·	Business penses	Total
Wright, Cory J.		101,089		399	101,488
Yang, Duo		100,677		-	100,677
Yotamu, Lazarus		130,180		(896)	129,284
Young, Ashleigh M		90,944		490	91,434
Young, Jonathan		117,797		46	117,843
Zazubek, Janet Lynn		81,867		176	82,043
Zelter, Bruce A		151,645		-	151,645
Ziraldo, Jeannie		120,227		636	120,863
Zulfiquar, Salar		95,816		774	96,590
Subtotal Employees > \$75,000	\$	33,977,676	\$	201,239	\$ 34,178,915
Subtotal All Other Excluding Sworn Police	\$	25,666,189	\$	69,380	\$ 25,735,570
Total	\$	59,643,865	\$	270,619	\$ 59,914,484



Schedule of Suppliers Good and Services

# Corporation of the City of New Westminster Schedule of Suppliers of Goods or Services (>\$25,000), 2021

Supplier Name	Amount
3228422 NOVA SCOTIA LTD WATSON, IAN \$	48,972
A CRAIG & SON LTD	46,948
A&A TESTING LTD A AND A A & A	147,591
AC CIVIL CONTRACTING LTD	320,286
ACCURATE ALARMS LTD	39,711
ACCURATE LOCK AND SAFE CO LTD	27,686
ADVANCED TRANSCRIPTION SERVICES	38,160
ADVANTAGE ASSET TRACKING	43,199
AE CONCRETE PRODUCTS INC	109,840
AECOM CANADA LTD	33,225
ALEXANDER HOLBURN BEAUDIN + LANG LLP	106,494
ALLSTREAM BUSINESS INC	47,344
ALLTECK LIMITED PARTNERSHIP	1,141,544
ALSCO CANADA CORPORATION LINEN UNIFORM	34,535
APLIN AND MARTIN CONSULTANTS LTD	119,817
ARBOR PRO TREE SERVICES LTD	25,823
ASSOCIATED ENGINEERING BC LTD	106,044
ASSOCIATED FIRE SAFETY EQUIPMENT	104,647
ASTROGRAPHIC INDUSTRIES LTD	42,612
ATS TRAFFIC - BRITISH COLUMBIA LTD	29,922
AUSTIN METAL FABRICATORS LTD	69,191
AVO VEHICLE OUTFITTING INC	50,033
BAKER AND TAYLOR INC ATLANTA	88,985
BALL SUPERIOR LTD	32,738
BARNES WHEATON GMC LTD	41,364
BARTLETT TREE EXPERTS	66,512
BAY HILL CONTRACTING LTD	240,610
BC EARTH EXCHANGE	32,108
BC HYDRO	31,988,285
BC HYDRO PAYMENT CONTROLS DEPT	757,849
BC LIBRARIES COOPERATIVE	77,354
BC PENSION CORPORATION (Per Note 6 of the Fin Stmt)	7,985,324
BC TRANSPORTATION FINANCING AUTHORITY	49,100
BELFOR (CANADA) INC	301,107
BELL MOBILITY	30,019
BENEVITY INC	30,264
BLACK & MCDONALD LTD	40,756
BLASCHUK, MICHAEL D	168,998

Corporation of the City of New Westminster
Schedule of Suppliers of Goods or Services (>\$25,000), 2021

Supplier Name	Amount
BNSF RAILWAY COMPANY	26,377
BOUNDARY ELECTRIC (1985) LTD	28,420
BOWEN LAND AND SEA TAXI LTD	437,915
BOYDEN VANCOUVER	52,736
BROWN CRAWSHAW INC	56,791
BUNZL CANADA INC DBA BUNZL SAFETY	40,546
CANADA POST CORP OTTAWA	30,486
CANADIAN NATIONAL CN RAIL	713,436
CANADIAN PACIFIC RAILWAY CO CP RAIL	32,531
CANADIAN RAMP COMPANY	45,948
CARE PEST & WILDLIFE CONTROL LTD	48,468
CASCADIA ENERGY LTD	239,478
CATERPILLAR FINANCIAL SERVICES LTD	38,529
CELTIC DISTRIBUTORS LTD	51,158
CENTRALSQUARE TEMPEST DEVELOPMENT	262,446
CEYSSENS AND BAUCHMAN	44,520
CH2M HILL CANADA LTD A JACOBS COMPANY	28,460
CHANDOS CONSTRUCTION LTD	852,021
CHARTER TELECOM INC	105,129
CHASE PAYMENTECH	290,618
CHUBB EDWARDS	34,311
CIMCO REFRIGERATION	1,320,304
CINTAS CANADA LTD	38,370
CLAYMORE CLOTHES LTD	32,337
CLEARTECH INDUSTRIES INC	39,726
COCHRANE, PENNY ENERGY MGMT CONSULTING	61,433
COLUMBIA BUSINESS SYSTEMS	42,265
COMMERCIAL LIGHTING PRODUCTS LTD	89,494
COMMERCIAL TRUCK EQUIPMENT CO	94,233
COMMISSIONAIRES BC	310,410
COMMUNITY ENERGY ASSOCIATION	46,779
COMTEX MICRO SYSTEMS INC	39,070
CONCEPT CONTROLS INC	29,650
CONTOUR CONCRETE LTD	72,366
COOPER INDUSTRIES ELECTRICAL INC	26,049
CREATIVE TRANSPORTATION SOLUTIONS CTS	31,175
CURVEGROUP CURVE CONSTRUCTION INC	50,495
CVS MIDWEST TAPE LLC	28,625

Corporation of the City of New Westminster
Schedule of Suppliers of Goods or Services (>\$25,000), 2021

Supplier Name	Amount
CYPRESS SECURITY	52,733
D AND B AUGER SERVICES INC	48,442
DAVID NORMAN ARCHITECT INC	72,151
DELOITTE MANAGEMENT SERVICES LP	114,337
DESIGN ROOFING & SHEET METAL LTD	39,318
DESTINATION TOYOTA BURNABY	143,441
DIALOG BC INC.	38,551
DIAMOND HEAD CONSULTING LTD	47,270
DIGITAL POSTAGE (FORMERLY ASCOM CANADA)	267,750
DINESEN NURSERIES LTD	66,745
DIXON NETWORKS CORPORATION	58,195
DMD AND ASSOCIATES LTD	26,091
DS TACTICAL	238,390
DUNSKY ENERGY CONSULTING	63,000
EARTHBITAT ENGINEERING INC	34,440
EBCO INDUSTRIES LTD	83,160
ECOLIGHTEN ENERGY SOLUTIONS	80,664
E-COMM EMERGENCY COMMUNICATIONS	1,890,126
ECS ELECTRICAL CABLE SUPPLY LTD	27,705
EDIFICE CONSTRUCTION INC	40,442
EEC INDUSTRIES LTD	74,135
EECOL ELECTRIC CORP	70,074
ELITE FIRE PROTECTION LTD	26,597
ENROUTE TRAFFIC SOLUTIONS INC	71,076
ESC AUTOMATION INC	182,913
ESCRIBE SOFTWARE LTD	50,680
ESRI CANADA LTD	220,150
F&M INSTALLATIONS LTD FMI F & M	832,057
FALCON EQUIPMENT LTD	399,740
FIBERNET SERVICES LTD	53,542
FORTISBC (FORMERLY KNOWN TERASEN GAS)	153,367
FRASER RIVER PILE & DREDGE (GP) INC	3,404,645
FRASER VALLEY EQUIPMENT LTD	29,640
FRED THOMPSON CONTRACTORS (1991) LTD.	158,983
FRICIA CONSTRUCTION INC.	258,120
FRONTIER POWER PRODUCTS LTD	40,185
GEOADVICE ENGINEERING INC.	84,890
GEOPACIFIC CONSULTANTS LTD	51,635

Corporation of the City of New Westminster
Schedule of Suppliers of Goods or Services (>\$25,000), 2021

Supplier Name	Amount
GGI ROAD & TRAFFIC	29,629
GIBSON WATERWORKS SUPPLY INC	25,275
GOLDER ASSOCIATES LTD	166,896
GOODWIN'S GREENHOUSES LTD	48,237
GORDON FOOD SERVICE CAN. LTD	74,134
GORDON HILLIKER LAW CORPORATION	54,852
GPM CIVIL CONTRACTING INC	626,623
GRAND & TOY LIMITED	85,122
GREAT CIRCLE CONSULTING INC	27,504
GREAT NORTHERN ENGINEERING CONSULTANTS	45,636
GREATER VANCOUVER S AND D DISTRICT	10,884,840
GREATER VANCOUVER WATER DISTRICT	6,783,674
GREGG DISTRIBUTORS LP	105,792
GUILLEVIN INTERNATIONAL	65,158
HABITAT SYSTEMS INC	232,213
HANLEY AGENCIES LTD	66,323
HAPPY CITY LAB	57,220
HARBOUR WEST CONSULTING INC	92,910
HARRIS COMPUTER SYSTEMS	73,496
HAYWOOD, DAVID GORDON AND HAYWOOD, TRUDY	256,000
HCMA ARCHITECTURE + DESIGN	536,081
HEATHERBRAE BUILDERS CO LTD	15,547,061
HI-LITE TRUCK ACCESSORIES LTD	36,300
HOME DEPOT	62,397
HYPHEN COMMUNICATIONS INC	76,850
ICONIX WATERWORKS LP	29,076
IMPERIAL PARKING CANADA CORPORATION	58,444
INDUSTRA CONSTRUCTION CORP	411,268
INDUSTRIAL ALLIANCE	79,823
INFINITE ROAD MARKING LTD	286,534
INLAND	159,438
INNOVATIVE SIGNAGE INC	44,149
INNOVO POWER ENGINEERING LTD	148,264
INTERPROVINCIAL TRAFFIC SERVICES LTD	76,924
ION UNITED	25,497
IRON MOUNTAIN CANADA OPERATIONS ULC	47,587
ISL ENGINEERING AND LAND SERVICES LTD	47,290
IT BLUEPRINT SOLUTIONS CONSULTING INC	111,517

# Corporation of the City of New Westminster Schedule of Suppliers of Goods or Services (>\$25,000), 2021

Supplier Name	Amount
JADE WEST ENGINEERING CO LTD	25,751
JIFFY JOHN RENTALS LTD	25,141
JOHN HUNTER CO LTD	185,076
JTS CONSULTING INC	83,226
KAL TIRE RICHMOND	111,419
KENDRICK EQUIPMENT (2003) LTD	236,996
KERR WOOD LEIDAL ASSOCIATES LTD	118,294
KONE INC	104,335
KONICA MINOLTA BUSINESS SOLUTIONS CANADA	39,655
KPMG LLP	44,100
KRONOS CANADIAN SYSTEMS INC.	75,341
KWIKWI ART & DESIGN	47,250
LAFARGE CANADA INC	87,191
LED ROADWAY LIGHTING	109,948
LEVELUP PLANNING COLLABORATIVE INC	114,777
LIBRARY BOUND INC	44,832
LINESTAR UTILITY SUPPLY INC	81,416
LITE ACCESS TECHNOLOGIES (CANADA) INC	173,437
LUXTON CONSTRUCTION INC	107,704
MAINLAND CONSTRUCTION MATERIALS ULC	2,944,359
MARSIC CONTRACTING LTD	55,671
MASSEY THEATRE SOCIETY	296,853
MCELHANNEY LTD	88,886
MCRAES ENVIRONMENTAL SERVICES LTD	84,529
MENARD CANADA INC	201,161
METRO MOTORS LTD.	191,299
MICROSERVE	160,901
MICROSOFT CORPORATION	245,017
MINDBEACON HEALTH INC	25,517
MINT TRAFFIC SOLUTIONS	72,096
MRV DETAIL	31,028
MULTIVISTA CONSTRUCTION DOCUMENTATION	35,264
MUNICON WEST COAST MONITORING LTD	52,206
NEDCO-DIV OF REXEL CANADA ELECTRICAL INC	30,727
NEW WESTMINSTER RECORD LMP GLACIER MEDIA	65,413
NORAMCO	168,442
NORTH BY NORTHWEST VENTURES INC	77,609
NORTHWEST HYDRAULIC CONSULTANTS	99,107

Corporation of the City of New Westminster
Schedule of Suppliers of Goods or Services (>\$25,000), 2021

Supplier Name	Amount
NOVA PAINTING & RESTORATION INC	62,427
NOVUS ENTERTAINMENT INC	54,356
NUTRIEN AG SOLUTIONS (CANADA)	32,698
NUWEST CONTRACTING LTD	50,290
NWP CONSULTING	49,669
ONLINE CONSTRUCTORS LTD	323,193
OPEN STORAGE SOLUTIONS INC	39,685
OPEN TEXT CORP	100,900
ORACLE CANADA ULC	271,118
ORION ELECTRICAL SYSTEMS LTD	870,929
OTIS CANADA INC	34,455
OVERDRIVE, INC	54,379
OVERHEAD DOOR CO	25,960
PACIFIC BLUE CROSS	2,275,530
PALADIN SECURITY GROUP LTD	53,615
PANAGO ENTERPRISES LTD	130,238
PARALLAX INDUSTRIES LTD	92,715
PARSONS INC	60,554
PERFECTMIND	51,057
PERIVALE AND TAYLOR CONSULTING INC	50,022
PETERBILT PACIFIC INC	33,496
PFS STUDIO	30,279
PINCHIN LTD	31,966
POLO SECURITY SERVICES LTD	84,600
PONTE BROS CONTRACTING LTD	415,036
POTTINGER GAHERTY ENVIRONMENTAL	116,550
PRAIRIECOAST EQUIPMENT INC	81,194
PRECISION POLE INSPECTIONS LTD	26,250
PRIME TRAFFIC SOLUTIONS LTD	226,232
PRIMECORP	175,316
PROACTIVE CONSTRUCTION LIMITED	209,179
PROSCENIUM ARCHITECTURE AND INTERIORS	66,137
PSD CITYWIDE INC	26,784
PW TRENCHLESS CONSTRUCTION INC	462,726
PWL PARTNERSHIP LANDSCAPE ARCHITECTS INC	88,516
QUARTECH SYSTEMS LTD	123,656
R.F. BINNIE AND ASSOCIATES LTD	82,624
RAMPART INTERNATIONAL	124,366

Corporation of the City of New Westminster		
Schedule of Suppliers of Goods or Services (>\$25,000), 2021		

Supplier Name	Amount
RECEIVER GENERAL FOR CANADA (PAYROLL)	3,619,142
RECEIVER GENERAL FOR CANADA RCMP	550,718
REVOLUTION RESOURCE RECOVERY PARK INC	772,031
REXEL UTILITY	247,969
ROCKY MOUNTAIN PHOENIX	30,287
ROLLINS MACHINERY LTD	164,325
ROPER GREYELL FORMERLY GREYELL MCPHAIL	113,542
ROYAL PRINTERS LTD	43,180
S AND C ELECTRIC CANADA LTD	447,109
SANDPIPER CONTRACTING LLP	3,335,085
SCOTIA BANK	40,995
SCP DISTRIBUTORS CANADA INC	26,013
SEA TO SKY MOTORSPORTS	76,682
SERVICES FLO INC	26,544
SHARP MARINE RESTORATION & JOINERY	37,419
SHIELD EHS SOLUTIONS LTD	37,444
SHIRTLAND DRYCLEANERS LTD	48,173
SHOWTECH AVL SYSTEMS INC	192,459
SIGMA SAFETY CORP	37,872
SIMRAN CONSTRUCTION LTD	113,826
SIRSIDYNIX (FORMERLY DYNIX)	84,721
SNC-LAVALIN INC	862,607
SOFTCHOICE LP	286,568
SOUTHERN BUTLER PRICE LLP	60,152
SOUTHWEST CONTRACTING LTD	168,585
SPECIMEN TREES WHOLESALE NURSERIES	61,023
STANLEY BLACK & DECK CONVERGENT SECURITY	50,760
STANTEC CONSULTING LTD	34,578
STAPLES PROFESSIONAL (VAN)	204,242
STEELGUARD FENCE LTD	63,323
SUMMIT EARTHWORKS INC	273,171
SUNCOR ENERGY PRODUCTS PARTNERSHIP	614,204
SUPERIOR CITY SERVICES LTD	199,179
SUPERIOR PROPANE	157,758
SUPRA UNITED TECHNOLOGIES UTC FIRE & SEC	84,134
SUSTAINABILITY SOLUTIONS GROUP WORKERS C	44,061
TARGA CONTRACTING (2013) LTD	1,333,608
TAYLOR'S TURF CARE PRODUCTS LTD	27,418

Corporation of the City of New Westminster
Schedule of Suppliers of Goods or Services (>\$25,000), 2021

Supplier Name	Amount
TECHNICAL SAFETY BC	30,667
TELUS	422,511
THOMPSON MOUNTAIN SPORTSMEN ASSN	26,586
TK ELEVATOR (CANADA) LIMITED	41,395
TRANS WESTERN ELECTRIC LTD	84,966
TRANSFORMATEURS DELTA STAR INC	913,767
TRIBUS SERVICES INC	197,334
TRUFFLES FINE FOODS	110,859
TURNBULL CONSTRUCTION PROJECT MANAGERS	122,522
TURNING POINT TECHNOLOGY SERVICES INC	104,511
TYCO INTEGRATED FIRE & SECURITY	34,897
UBS INDUSTRIES	26,477
ULINE CANADA CORPORATION	57,173
UMBRELA ENVIRONMENTAL SOLUTIONS	77,817
UNICORN SECURITY SERVICES INC	28,621
UNIFORM WORKS LTD	79,143
UNITED LIBRARY SERVICES INC.	100,277
URBAN SYSTEMS LTD	645,647
VAN KEL IRRIGATION	36,775
VANCOUVER TRAFFIC SYSTEM LTD	37,932
VANE LAWN AND GARDEN SERVICES 1981 LTD	54,215
VISUAL VERIFICATION SYSTEMS INC	32,403
VORTEX RESTAURANT EQUIPMENT	42,625
WASTE MANAGEMENT OF CANADA CORPORATION	971,441
WATERFORD PARTNERS INC	25,677
WATT HVAC LTD	29,686
WBM TECHNOLOGIES INC	31,042
WEB ENGINEERING LTD	267,888
WEDLER ENGINEERING LLP	531,376
WESTBURNE WEST DIV OF REXEL CANADA ELEC	61,450
WEST-CAN AUTO PARTS	31,248
WESTLAND INSURANCE GROUP LTD	340,513
WHITEHOTS INC.	31,275
WIGGINS ADJUSTMENTS LTD	36,713
WILLIS TOWERS WATSON WILLIS CANADA INC	4,608,192
WMW PUBLIC COMMUNICATION	31,430
WOOD WYANT INC	173,120
WORKSAFE BC	1,796,935

# Corporation of the City of New Westminster Schedule of Suppliers of Goods or Services (>\$25,000), 2021

Supplier Name	Amount
WORLEY CANADA SERVICES LTD	543,029
WSP CANADA INC	36,080
XYLEM CANADA LP	358,286
Yard At A Time Concret	40,743
YOUNG ANDERSON BARRISTERS & SOLICITORS	616,089
Total aggregate amount paid to suppliers exceeding \$25,000	\$ 139,932,439
Consolidated total paid to suppliers with aggregate of \$25,000 or less	\$ 7,108,211
Subtotal amounts paid to suppliers	\$ 147,040,650
Consolidated grants and contributions wih aggregate exceeding \$25,000	\$ 818,188
Grand Total	\$ 147,858,838



# Statement of Severance Agreements

City of New Westminster

# STATEMENT OF SEVERANCE AGREEMENTS

There was one severance agreement made between the Corporation of the City of New Westminster and a non-unionized employee during the 2021 fiscal year representing a total of 13 months of compensation.

Selle

Eva Yip Acting Director of Human Resources & IT

Doc # 2085531



# R E P O R T Chief Election Officer

То:	Mayor Cote and Members of Council	Date:	June 27, 2022
From:	Jacque Killawee Chief Election Officer	File:	05.1035.10
		Item #:	2022-461

## Subject: Amendments to the Elections Procedures Bylaw No. 7985, 2018

## RECOMMENDATION

**THAT** Council give three readings to Elections Procedures Bylaw Amending Bylaw No. 8355, 2022, as set out in Attachment 1.

# **PURPOSE**

To provide clarifications to electors, staff and the courts regarding Special Voting Opportunities (SVOs) and mail ballot voting for local government elections.

## BACKGROUND

On March 7, 2022, Council approved changes to the Elections Procedures Bylaw No. 7985, 2018, to allow for mail ballot voting and elector registration by mail, the incorporation of Special Voting Opportunities Bylaw No. 6143, 1993 into the Elections Procedures bylaw, and changes to definitions.

Subsequent to Council's approval of the changes to the Elections Procedures bylaw, staff developing procedures regarding mail ballot voting, then submitted those procedures to external legal counsel for advice, and received suggestions to clarify and simplify some of language in the existing bylaw. These bylaw amendments are brought forward in response to these recommendations.

The Local Government Act requires that any elections bylaws must be adopted at least 56 days before the first day of the nomination period in the year of a local general election. In 2022, elections-related bylaws must be adopted by Council no later than July 5 to be valid for the 2022 Local Government Election.

# DISCUSSION

Based on legal advice, the Chief Election Officer proposes the following changes to the Elections Procedures Bylaw, a redlined copy of the bylaw is found in Attachment 2:

Curre	ent Wording	Proposed Wording
Secti	ion 3: Use of the Provincial List of Vo	oters as the Register of Resident Electors
•	a) Delete the word "deemed" as it is neous.	As authorized under section 76 of the <i>Local Government Act</i> , the most current available Provincial list of voters prepared under the <i>Election Act</i> is <del>deemed</del> to be the register of resident electors for the City of New Westminster
Secti	ion 4: Required Advance Voting Opp	ortunities
(a)	<ul> <li>In accordance with section 107 of the <i>Local Government Act</i>, advance voting opportunities shall be held on:</li> <li>(i) the tenth day before general voting day from 8:00 a.m. to 8:00 p.m.; and</li> </ul>	In accordance with section 107 of the <i>Local Government Act</i> , in addition to the required advance voting opportunities to be held on the tenth day before general voting day, the additional required advance voting opportunity shall be held on the third day before general voting day.
	<ul><li>(ii) the third day before general voting day from 8:00 a.m. to 8:00 p.m.; and</li></ul>	
(b)	As soon as practicable after the declaration of an election by voting, the chief election officer must designate voting places for the required advance voting opportunities.	Delete. This is done as part of the election process.
Secti	ion 6: Special voting opportunities	
(a)	The Chief Election Officer is hereby authorized to establish special voting opportunities in order to give electors who may otherwise be unable to vote an opportunity to do so.	<ul> <li>(a) As authorized by section 109 of the <i>Local Government Act</i>, special voting opportunities are established in order to give the following persons an opportunity to vote:</li> <li>i. users of an emergency shelter or social service centre located in the City of New Westminster;</li> </ul>

Current Wording	Proposed Wording
	<li>ii. residents or patients of a hospital, care facility or similar facility located in the City of New Westminster.</li>
(b) Electors may only vote at a special voting opportunity if they:	(b) A person may only vote at a special voting opportunity if they:
<ul> <li>i. Have a disability, illness or injury that affects their ability to vote at another voting opportunity; or</li> <li>ii. Are users of an emergency shelter or social service centre;</li> <li>iii. Are residents or patients of a hospital, care facility or similar facility or institution located in the City of New Westminster</li> </ul>	<ul> <li>i. Are users of an emergency shelter or social service centre at which the special voting opportunity is held; or,</li> <li>ii. Are residents or patients of a hospital, care facility or similar facility at which the special voting opportunity is held.</li> </ul>
Section 7 Mail Ballot Voting	
(a) As authorized under section 110 of the <i>Local Government Act,</i> voting and elector registration may be done by mail.	(a) As authorized under section 110 of the Local Government Act, voting may be done by mail ballot, and elector registration may be done in conjunction with this voting.
<ul> <li>(b) The following procedures for voting and registration must apply:</li> <li>i. sufficient records will be kept by the Chief Election Officer so that challenges of the elector's right to vote may be made in accordance with the intent of the Local Government Act; and</li> <li>ii. a person exercising the right to vote by mail under the provisions of the Local Government Act may be challenged in accordance with section 126 of the Local Government Act.</li> </ul>	(b) The chief election officer shall keep sufficient records so that challenges of the elector's right to vote may be made in accordance with Section 126 of the intent of the Local Government Act.
(c) A mail ballot must be received by the Chief Election Officer before the close of voting on General Voting Day, in order to be counted for an election.	Delete. This is set out in the Local Government Act and does not need to be in the bylaw.

Together, these proposed changes will clarify the requirements for special voting opportunities and mail ballots. Additional suggested changes will reduce redundancy in the bylaw where matters are already set out in the Local Government Act or where actions are taken as part of the election preparation process.

Staff continue to develop full procedures for mail balloting which will be posted to the city's website at the end of July 2022, and distributed to all candidates as part of the candidate registration package.

In addition, plain-language instructions on how to fill out mail ballots will be included in mail ballot kits sent out to people who request them and posted on the City's website.

## NEXT STEPS

Following Council approval of the third reading of Election Procedures Bylaw Amending Bylaw No. 8355, 2022, the bylaw will be added to the Regular Council Meeting following the Public Hearing on June 30, 2022, for adoption.

If Council does not approve three readings at the June 27, 2022 meeting, followed by adoption on June 30, the bylaw will remain in its current form for the 2022 Local General Election.

## **OPTIONS**

- 1. THAT Council give three readings to Elections Procedures Bylaw Amending Bylaw No. 8355, 2022.
- 2. THAT Council provide other direction to staff.

## **CONCLUSION**

This report proposes a number of changes to the Elections Procedures Bylaw No. 7985, 2018. The proposed changes do not change the substance of the bylaw, but provide clarity for voter, staff and the courts with regard to special voting opportunities and mail ballot voting.

## ATTACHMENTS

Attachment 1: Election Procedures Amending Bylaw No. 8355, 2022. Attachment 2: Redline version of proposed bylaw.

## APPROVALS

This report was prepared by: Nicole Ludwig, Deputy Chief Election Officer This report was reviewed by: Jacque Killawee, Chief Election Officer

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



# Attachment 1 Elections Procedures Bylaw Amendment Bylaw No. 8355, 2022

#### CORPORATION OF THE CITY OF NEW WESTMINSTER BYLAW NO. 8355, 2022

#### A Bylaw to Amend Elections Procedures Bylaw No. 7985, 2018

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 "Elections Procedures Bylaw Amendment Bylaw No. 8355, 2022."

#### Amendments

- 2. Elections Procedures Bylaw No. 7985, 2018, is amended by:
  - a. Deleting the word "deemed" in section 3(a);
  - b. Deleting section 4 and replacing it with the following:

In accordance with section 107 of the *Local Government Act*, in addition to the required advance voting opportunities to be held on the tenth day before general voting day, the additional required advance voting opportunity shall be held on the third day before general voting day.

c. Deleting Section 6(a) and replacing it with the following

As authorized by section 109 of the Local Government Act, special voting opportunities are established in order to give the following persons an opportunity to vote:

- (i) users of an emergency shelter or social service centre located in the City of New Westminster;
- (ii) residents or patients of a hospital, care facility, or similar facility located in the City of New Westminster.
- d. Deleting section 6(c) and replacing it with the following

A person may only vote at a special voting opportunity if they:

- (i) Are users of an emergency shelter or social service centre at which the special voting opportunity is held; or,
- (ii) Are residents or patients of a hospital, care facility or similar facility at which the special voting opportunity is held.

e. Deleting Section 7(a) and replacing it with the following:

As authorized under section 110 of the *Local Government Act*, voting may be done by mail ballot and elector registration may be done in conjunction with this voting.

f. Deleting 7(b) and replacing with it with the following:

The chief election officer shall keep sufficient records so that challenges of the elector's right to vote may be made in accordance with the intent of Section 126 of the *Local Government Act*.

g. Deleting 7(c) and replacing it with the following:

The chief election officer may establish time limits in relation to voting by mail ballot.

h. Deleting 7(d).

GIVEN FIRST READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

GIVEN SECOND READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

GIVEN THIRD READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Mayor Jonathan X. Cote

Jacque Killawee, City Clerk

**ON TABLE** City Council Meeting June 27, 2022 re: Item 7.2 correction



### Attachment 2

### Proposed Changes to the Elections Procedures Bylaw

### **Redline Version**

CORPORATION OF THE CITY OF NEW WESTMINSTER



#### LOCAL GOVERNMENT ELECTIONS PROCEDURES BYLAW NO. 7985, 2018

#### EFFECTIVE DATE: May 28, 2018

#### CONSOLIDATED FOR CONVENIENCE ONLY (March 30, 2022)

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.

AMENDMENT BYLAW 8311, 2022 EFFECTIVE DATE March 7, 2022

The bylaw numbers highlighted in this consolidation refer to the bylaws that amended the principal Bylaw No. 7985, 2018. The number of any amending bylaw that has been repealed is not referred to in this consolidation.

Obtainable from the City Clerk's Office

#### CORPORATION OF THE CITY OF NEW WESTMINSTER

#### BYLAW NO.7985, 2018

A Bylaw to provide for the determination of various procedures for the conduct of local government elections and other voting

WHEREAS under the *Local Government Act*, the Council may, by bylaw, determine various procedures and requirements to be applied in the conduct of local government elections and other voting;

AND WHEREAS City Council wishes to establish various procedures and requirements under that authority;

NOW THEREFORE THE CITY COUNCIL of the Corporation of the City of New Westminster in open meeting assembled ENACTS AS FOLLOWS:

#### 1. Citation

This bylaw may be cited for all purposes as "Local Government Elections Procedures Bylaw No. 7985, 2018".

#### 2. Definitions

In this bylaw:

"*Community Charter*" means the *Community Charter*, SBC 2003, Chapter 26, as amended from time to time;

"election" means an election for the number of persons required to fill a local government office;

*"Election Act*" means the *Election Act*, RSBC 1996, Chapter 106, as amended from time to time;

"elector" means a resident elector or property elector of the City of New Westminster, as defined under the *Local Government Act*;

"general local election" means the elections held for the mayor and all councillors of the local government, which was held in 2014 and must be held in every fourth year after that;

"general voting day" means

(a) for a general local election, the third Saturday of October in the year of the election,

- (b) for other elections, the date set under sections 54 (5), 55 (1) or (3) and 152 (5) of the *Local Government Act*, and
- (c) for other voting, the date set under section 174 (1) or (2) of the *Local Government Act*;

"local government" means, in relation to an election, the council of the Corporation of the City of New Westminster;

*"Local Government Act*" means the *Local Government Act*, RSBC 2015, Chapter 1, as amended from time to time;

"other voting" means voting on a matter referred to in section 170 of the *Local Government Act* and includes voting on community opinions under section 83 of the *Community Charter*.

#### BYLAW NO. 8311, 2022

"social service centre" means a government or other facility which provides social services to specific populations, which includes but is not limited to: health, mental care and food services.

#### 3. Use of the Provincial List of Voters as the Register of Resident Electors

- (a) As authorized under section 76 of the *Local Government Act*, the most current available Provincial list of voters prepared under the *Election Act* is <del>deemed</del> to be the register of resident electors for the City of New Westminster.
- (b) The Provincial list of voters becomes the register of resident electors no later than 52 days before general voting day for any election or other voting for the City of New Westminster.

#### 4. Required Advance Voting Opportunities

- (a) In accordance with section 107 of the *Local Government Act*, advance voting opportunities shall be held on:
  - (i) the tenth day before general voting day from 8:00 a.m. to 8:00 p.m.; and
  - (ii) the third day before general voting day from 8:00 a.m. to 8:00 p.m.; and

In accordance with section 107 of the *Local Government Act*, in addition to the required advance voting opportunities to be held on the tenth day before general voting day, the additional required advance voting opportunity shall be held on the third day before general voting day.

(b) As soon as practicable after the declaration of an election by voting, the chief election officer must designate voting places for the required advance voting opportunities.

#### 5. Additional Advance Voting Opportunities

In accordance with section 108 of the *Local Government Act*, the local government authorizes the chief election officer to establish dates for additional voting opportunities in advance of general voting day, and to designate the voting places and set the voting hours for these voting opportunities.

#### BYLAW NO. 8311, 2022

#### 6. Special Voting Opportunities

- (a) The Chief Election Officer is hereby authorized to establish special voting opportunities in order to give electors who may otherwise be unable to vote an opportunity to do so.
- (a) As authorized by section 109 of the *Local Government Act*, special voting opportunities are established in order to give the following persons an opportunity to vote:
  - i. users of an emergency shelter or social service centre located in the City of New Westminster;
  - ii. residents or patients of a hospital, care facility or similar facility located in the City of New Westminster.
- (b) The Chief Election Officer is authorized to establish the date, voting hours and place where a special voting opportunity is to be conducted.
- (c) Electors may only vote at a special voting opportunity if they:
  - i. Have a disability, illness or injury that affects their ability to vote at another voting opportunity; or
  - ii. Are users of an emergency shelter or social service centre;
  - iii. Are residents or patients of a hospital, care facility or similar facility or institution located in the City of New Westminster.

A person may only vote at a special voting opportunity if they:

i. Are users of an emergency shelter or social service centre at which the special voting opportunity is held; or,

## ii. Are residents or patients of a hospital, care facility or similar facility at which the special voting opportunity is held.

- (d) An elector at a special voting opportunity who is unable to proceed to a voting compartment may request to vote elsewhere in the facility, and after receiving the request the presiding election official or designate must attend the elector for the purpose of allowing the elector to receive and mark a ballot; and
- (e) One candidate representative of the ballots for Mayor, Councillor and School Trustee is entitled to be present at each special voting opportunity with that candidate representative chosen by agreement of the candidates for that ballot or, failing such agreement, by the Chief Election Officer.

#### BYLAW NO. 8311, 2022

#### 7. Mail Ballot Voting

#### Authorization for Mail ballot procedure

(a) As authorized under section 110 of the *Local Government Act*, voting and elector registration may be done by mail.

As authorized under section 110 of the *Local Government Act*, voting may be done by mail ballot and elector registration may be done in conjunction with this voting.

- (b) The following procedures for voting and registration must apply:
  - i. sufficient records will be kept by the Chief Election Officer so that challenges of the elector's right to vote may be made in accordance with the intent of the Local Government Act; and
  - ii. a person exercising the right to vote by mail under the provisions of the Local Government Act may be challenged in accordance with section 126 of the Local Government Act.

The Chief Election Officer shall keep sufficient records so that challenges of the elector's right to vote may be made in accordance with Section 126 of the intent of the Local Government Act.

(c) Time limits in relation to voting by mail ballot will be determined by the Chief-Election Officer for each election.

The Chief Election Officer may establish time limits in relation to voting by mail ballot.

(d) A mail ballot must be received by the Chief Election Officer before the close of voting on General Voting Day, in order to be counted for an election.

#### BYLAW NO. 8311, 2022

#### 8. Electronic Access to Nomination Documents Authorization

As authorized by Section 89 (8) of the *Local Government Act,* public access to nomination documents will be made available via the internet or other electronic means.

#### 9. Resolution of Tie Votes after Judicial Recount

If at the completion of a judicial recount the results of an election cannot be declared because there is an equality of votes for 2 or more candidates, the results will be determined by lot in accordance with section 151 of the *Local Government Act*, rather than by election under section 152 of the *Local Government Act*.

#### 10. Repeal

"Local Government Election Procedures Bylaw No. 6142, 1993", and all amending bylaws are hereby repealed.

#### 11. Severance

If any part, section, sub-section, clause, or sub-clause of this bylaw is, for any reason, held to be invalid by the decision of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw

#### Adopted May 28, 2018



### REPORT Office of the Chief Administrative Officer Finance and Climate Action, Planning and Development Electrical Utility

To:	Mayor Cote and Members of Council	Date:	June 27, 2022
From:	Lisa Spitale, Chief Administrative Officer Harji Varn, CFO/Director of Finance Emilie Adin, Director of Climate Action Planning and Development Department Rod Carle, General Manager Electrical Utility	File:	

**Item #**: 2022-504

#### Subject: Approval of Climate Action Reserve Fund Bylaw No. 8321, 2022

#### **RECOMMENDATION**

**THAT** Council give three readings to Climate Action Reserve Fund Bylaw No. 8321, 2022.

#### PURPOSE

The purpose of this report is to seek Council's approval of the Climate Action Reserve Fund Bylaw.

#### **SUMMARY**

The creation of a new Reserve Fund that focuses on the City's Climate Action Goals, 7 Bold Steps, will provide a mechanism to receive funding to support climate action spending and optimize its impact at the corporate and community level. As with all City reserves, administration of allocations will be required to ensure adherence to the City's Financial Policies, specifically the City's Reserve Policy.

#### PRINCIPLES

The Climate Action Reserve Fund is established to receive funding to provide investments in one-time funding for both Capital and Operating investments to accelerate climate mitigation and adaptation projects, actions and initiatives that target energy and greenhouse gas reductions associated with City lands, facilities, or infrastructure, or Community services or infrastructure, including but not limited to the following:

- a) The planning for and completion of regional or local energy reduction or conservation projects and initiatives;
- b) The creation and implementation of climate mitigation and adaptation strategies, policies, and other related initiatives;
- c) The creation and implementation of infrastructure projects that will result in measurable emissions reductions in support of the City's obligations under the Low Carbon Fuel Standard;
- d) The sale and transfer of low carbon fuel credits; and
- e) The provision of a mechanism to manage and track these funds and measure their impact on the corporate and community levels.

The Climate Action Reserve Fund will not provide funding for ongoing asset renewal/replacement and operating costs. All new assets or significant upgrades to City's current assets will be integrated into the City's Asset Replacement Plans and incremental operational impacts, such as amortization, insurance, maintenance and resource costs will need to come from a longer-term stable source of funding such as the property taxes and utility rates.

Money from the following sources may be deposited into the Reserve Fund established under this bylaw:

- a) Funds raised through the sale of the City's low carbon fuel credits;
- b) Contributions from annual operating budgets as authorized by Council;
- c) Contributions by other levels of government, developers, and members of the public for the express purpose of funding Carbon Neutrality; and
- d) Interest and money earned from investments in the manner provided by the Community Charter until its use is required.

#### INTERDEPARTMENTAL LIAISON

Staff from the following Departments participated in the evaluation of this proposal: Office of the CAO; Finance; Climate Action, Planning and Development; and Electrical Utility.

#### **OPTIONS**

- 1. THAT Council give three readings to Climate Action Reserve Fund Bylaw No. 8321, 2022.
- 2. Provide staff with alternate direction.

Option 1 is recommended.

#### CONCLUSION

#### **ATTACHMENTS**

Attachment 1: Climate Action Reserve Fund Bylaw No. 8321, 2022.

#### <u>APPROVALS</u>

This report was prepared by: Craig MacFarlane, Manager, Legal Services Harji Varn, CFO/Director of Finance

This report was reviewed by: Lynn Roxburgh, Acting Supervisor of Land Use Planning and Climate Action Lorraine Lyle, Senior Manager Financial Services

This report was approved by: Rod Carle, General Manager, Electrical Utility Harji Varn, CFO/Director of Finance Emilie K. Adin, Director, Climate Action, Planning and Development Lisa Spitale, Chief Administrative Officer



# Attachment 1 *Climate Action Reserve Fund Bylaw No. 8321, 2022*

#### CORPORATION OF THE CITY OF NEW WESTMINSTER

#### Climate Action Reserve Fund Bylaw No. 8321, 2022

A Bylaw to establish a Reserve Fund in support of the City of New Westminster's commitment to greenhouse gas reduction targets for the City's corporate operations and the community.

WHEREAS Section 188 (1) of the *Community Charter* states that a council may, by bylaw, establish a reserve fund for a specified purpose and direct that monies be placed to the credit of the reserve fund;

AND WHEREAS the City of New Westminster is a signatory to the B.C. Climate Action Charter to reduce corporate and community energy and greenhouse gas emissions;

NOW THEREFORE, the Council of the Corporation of the City of New Westminster in open meeting assembled enacts as follows:

#### Name of Bylaw

1. This Bylaw may be cited as "Climate Action Reserve Fund Bylaw No. 8321, 2022."

#### Severance

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

#### Definitions

3. In this Bylaw; unless the context otherwise requires, the following words have the following meanings:

- (a) "City" means the City of New Westminster,
- (b) "Carbon Neutrality" means the state of having net-zero greenhouse gas emissions,
- (c) "Reserve Fund" means the reserve fund established by this Bylaw pursuant to Section 188 (1) of the *Community Charter.*

#### Establishment of Fund

4. The Climate Action Reserve Fund is established to receive funding to provide investments in one-time funding for both Capital and Operating investments to accelerate climate mitigation and adaptation projects, actions and initiatives that target energy and greenhouse gas reductions associated with City lands, facilities, or infrastructure, or Community services or infrastructure, including but not limited to the following:

- a) The planning for and completion of regional or local energy reduction or conservation projects and initiatives;
- b) The creation and implementation of climate mitigation and adaptation strategies, policies, and other related initiatives;
- c) The creation and implementation of infrastructure projects that will result in measurable emissions reductions in support of the City's obligations under the Low Carbon Fuel Standard;
- d) The sale and transfer of low carbon fuel credits; and
- e) The provision of a mechanism to manage and track these funds and measure their impact on the corporate and community levels.

#### Source of Funds

5. Money from the following sources may be deposited into the Reserve Fund established under this bylaw:

- a) Funds raised through the sale of the City's low carbon fuel credits;
- b) Contributions from annual operating budgets as authorized by Council;
- c) Contributions by other levels of government, developers, and members of the public for the express purpose of funding Carbon Neutrality; and
- d) Interest and money earned from investments in the manner provided by the Community Charter until its use is required.

#### Use of Funds

6. A Council resolution or an approved Financial Plan is required for all expenditures and municipal taxation changes and other incentives from the Climate Action Reserve Fund.

READ a SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2022

READ a THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2022

ADOPTED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022

Mayor Jonathan X. Cote

Jacque Killawee, City Clerk



### R E P O R T Climate Action, Planning and Development

To:	Mayor Cote and Members of Council	Date:	June 27, 2022
From:	Emilie K. Adin, MCIP Director, Climate Action, Planning and Development	File:	13.2505.01
		Item #:	2022-489

#### Subject: Development Approval Procedures Amendment Bylaw No. 8342, 2022 and Delegation Amendment Bylaw No. 8344, 2022: Bylaws for Three Readings

#### **RECOMMENDATION**

**THAT** Council give three readings to Bylaw No. 8342, 2022 to amend Development Approval Procedures Bylaw No. 5658, 1987 to delegate minor Development Variance Permits to the Director of Climate Action, Planning, and Development; and

**THAT** Council give three readings to Bylaw No. 8344, 2022 to amend Delegation Bylaw No. 7176, 2015 to delegate minor Development Variance Permits to the Director of Climate Action, Planning, and Development.

#### **PURPOSE**

To seek Council consideration of three readings of Bylaw No. 8342, 2022 and Bylaw No. 8344, 2022 to allow delegation of minor Development Variance Permits to the Director of Climate Action, Planning and Development.

#### DISCUSSION

On March 28, 2022, Council provided direction to staff to prepare bylaws which would allow delegation of most minor, stand-alone Development Variance Permits (DVPs) to the Director of Climate Action, Planning and Development as allowed through the recent addition of Section 498.1 to the Local Government Act (LGA).

Delegation of DVPs would streamline the processing of minor variances. Delegation of these variances would decrease the total number of staff reports that would need to be written and considered, thus saving staff's and Council's time. Staff would thus be provided more time to focus on Council strategic priorities.

Upon further consideration, staff have amended the application evaluation criteria originally brought forward to Council in the March 28 staff report. A specific caveat has been added that states the Director may send a DVP application to Council for further consideration if an applicant is not satisfying the requirements in terms of information provided or impacts mitigated.

Development Approval Procedures Amendment Bylaw No. 8342, 2022 and Delegation Amendment Bylaw No. 8344, 2022 have been drafted to delegate the power to issue minor Development Variance Permits to the Director of Climate Action, Planning and Development. These bylaws are Attachment 1 and 2 to the report.

Staff may look to Council to further consider what constitutes a minor variance in the fall.

#### **OPTIONS**

There are two options for Council's consideration:

- That Council give three readings to Bylaw No. 8342, 2022 to amend Development Approval Procedures Bylaw No. 5658, 1987 to delegate minor Development Variance Permits to the Director of Climate Action, Planning, and Development.
- 2. That Council give three readings to Bylaw No. 8344, 2022 to amend Delegation Bylaw No. 7176, 2015 to delegate minor Development Variance Permits to the Director of Climate Action, Planning, and Development.
- 3. That Council provide staff with other direction.

Staff recommends options 1 and 2.

#### **ATTACHMENTS**

Attachment 1: Development Approval Procedures Amendment Bylaw No. 8342, 2022 Attachment 2: Delegation Amendment Bylaw No. 8344, 2022

#### APPROVALS

This report was prepared by: Amanda Mackaay, Development Planner

This report was reviewed by: Michael Watson, Acting Supervisor of Development Planning John Stark, Supervisor of Community Planning

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



### Attachment 1

Development Approval Procedures Amendment Bylaw No. 8342, 2022

#### CORPORATION OF THE CITY OF NEW WESTMINSTER

#### BYLAW NO. 8342, 2022

A Bylaw to Amend Development Approval Procedures Bylaw No. 5658, 1987

WHEREAS the Council of the Corporation of the City of New Westminster has adopted Development Approval Procedures Bylaw No. 5658, 1987;

AND WHEREAS the Council of the Corporation of the City of New Westminster wishes to amend Development Approval Procedures Bylaw No. 5658, 1987;

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

- 1. This Bylaw may be cited for all purposes as "Development Approval Procedures Amendment Bylaw No. 8342, 2022".
- 2. Development Approval Procedures Bylaw No. 5658, 1987 is hereby amended by:
  - (i) replacing all instances of the words, Director of Development Services, with the following:

Director of Climate Action, Planning and Development.

(ii) replacing the deleted section 5.(f.1) with the following:

The Director of Climate Action, Planning and Development may, upon receipt of the fees and accompanying information, exercise the authority of Council in relation to the issuance of minor Development Variance Permits, also referenced in Delegation Bylaw No. 7176, 2015. The Director of Climate Action, Planning and Development shall evaluate if the proposed variance is minor in accordance with the evaluation criteria outlined in Schedule A and application evaluation criteria outlined in Schedule B of this bylaw. The Director of Climate Action, Planning and Development may impose terms and conditions such as those outlined in Schedule C of this bylaw.

- (iii) deleting Section 12.
- (iv) inserting as new Schedules A, B, and C the Schedules A, B, and C attached to and forming part of this bylaw.

3. The Development Approval Procedures Bylaw is further amended by making such consequential changes as are required to give effect to the amendments particularized in this bylaw, including changes to the format and numbering.

GIVEN FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GIVEN SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GIVEN THIRD READING this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK

#### SCHEDULE "A"

#### **PROVISIONS OF DELEGATION OF MINOR VARIANCES**

#### CRITERIA FOR DETERMINING WHEN A VARIANCE IS MINOR

Minor variances in the following categories may be considered by the Director: 1) siting, size, and dimensions of buildings, structures and other permitted uses; 2) off street parking and loading for projects that include five or fewer units; 3) signs; 4) landscaping to screen or for natural environmental benefits. No variance may result in a change to the density or permitted use of the site.

A variance is considered to be minor where it is comparatively unimportant in size, or degree. The determination of degree must be done with regard to the particular circumstances involved. A minor variance may result in a significant change from a provision of the bylaw where that provision is determined to be comparatively unimportant under the particular circumstances. A minor variance cannot vary the application of a zoning bylaw in relation to residential rental tenure the terms for which are defined in section 481.1 of the Local Government Act.

A variance is minor if, given the provision of sufficient evidence, and the particular circumstances of the application, it can be determined that the variance would:

- 1. Be small enough to be relatively unnoticeable by the average user of the site, adjacent sites, and the surrounding public realm; or,
- 2. Be of a comparatively unimportant degree, as defined by the variance resulting in:
  - Construction that is consistent with the neighbourhood context;
  - Construction that is appropriate to existing buildings on the site;
  - Construction that maintains functionality (e.g. access and connectivity, accessibility, screening, fire access, weather protection) and/or livability (e.g. adequate outdoor space) of the subject site;
  - No more than minor adverse impacts to the functionality (e.g. loading, garbage collection, vehicle access location) and/or livability (e.g. views, shadowing, light, air, indoor or outdoor privacy) of neighbouring properties, including for any buildings that could be built on those properties under existing zoning;
  - No more than minor adverse impacts to the public realm (e.g. streetscape, lane, adjacent public open space), and/or other public assets (e.g. trees);
  - No more than minor adverse impacts to the future expansion or operation of existing permitted uses in the vicinity;
  - Adequate safety for those using, accessing and/or traveling past the subject site and surrounding sites on foot, rolling or by vehicle; and,
  - No loss of protected trees, except in circumstances where the Director determines the variance would support other priorities of Council or the City.

#### SCHEDULE "B"

#### **PROVISIONS OF DELEGATION OF MINOR VARIANCES**

#### APPLICATION EVALUATION CRITERIA

The Director shall evaluate minor Development Variance Permit applications using the following considerations, which are consistent with the City of New Westminster's Policy Approach to Considering Requests for Development Variances (2008), as updated from time to time:

- There should be a valid reason why the bylaw requirements cannot be met. It is not sufficient that a variance would be convenient to an owner in order to justify its approval; nor is it required that a variance be justified due to hardship; however, requests for variances on new buildings will generally not be supported unless there is a hardship related to the site (such as slope and topography issues), or it would support a Council priority (e.g. affordable rental, retention of protected trees, etc.).
- 2. The applicant can demonstrate they have explored all reasonable alternative solutions and determined that none is available, to the satisfaction of the Director.
- 3. The applicant can demonstrate the possible mitigations to issues related to the variance have been identified and incorporated into the proposal, to the satisfaction of the Director.
- 4. The variance would result in a nonconformity that is satisfactory and acceptable from a planning standpoint, e.g. continues to meet the intent of the bylaw, fulfills related planning objectives, etc. This includes that the description or definition of the permitted use must be considered, to help frame what is the intent of the Zoning Bylaw and Official Community Plan and how the new use strays outside or continues to meet that intent.
- 5. The variance would result a nonconformity that is consistent with other related City policy that would otherwise support the limitations of the provision of the regulation being sought to vary.
- 6. The variance would result a nonconformity that maintains sufficient vehicle vision clearance (i.e. at street and lane corners, driveways), and/or required vehicle access to the site.
- 7. If the Director is not satisfied that the information provided with the application is sufficient to make a determination at the staff level, or if the Director does not believe that the impacts of the variance requested have been sufficiently mitigated, the Director reserves the right to send the DVP application to Council for their consideration.

#### SCHEDULE "C"

#### **PROVISIONS OF DELEGATION OF MINOR VARIANCES**

#### **TERMS AND CONDITIONS**

The following terms and conditions may apply to development variance permits approved through this process:

- 1. A Development Variance Permit shall apply to, and only to, those lands within the City described by the Permit, and any or all buildings, structures and other development thereon.
- 2. The provisions of Zoning Bylaw 6680, 2001, as updated and/or replaced from time-to-time, shall be varied or supplemented only as described by the Development Variance Permit.
- 3. The development shall be carried out within 24 months of the date of issuance of a Development Variance Permit.
- 4. As a condition of the issuance of a Development Variance Permit, the City may hold a Security in the amount set out by the Permit to ensure that related landscaping is carried out in accordance with the terms of the permit and that any unsafe condition that may occur as a result of contravention of the Permit is corrected. The City may undertake and complete the works required to satisfy the landscaping condition or carry out any construction required to correct the unsafe condition, or both, at the cost of the Owner and may apply the Security in payment of the cost of the works, with any excess to be returned to the Owner. Interest earned on the Security provided shall accrue to the Owner and be paid to them immediately on return of the Security or, in default, become part of the amount of the Security.
- 5. The land described by the Development Variance Permit shall be developed strictly in accordance with the terms and provisions of the Permit which shall form a part of the Permit.
- 6. If the Owner does not substantially commence the development permitted by a Development Variance Permit within 24 months of the date of the Permit, the Permit shall lapse.
- 7. All plans and specifications included in a Development Variance Permit are subject to any charges required by the Building Inspector or other officials of the City where such plans and specifications do not comply with any duly enacted law or bylaw, and such non-compliance is not specifically permitted by the Permit. Minor variations which do not substantially alter the work referred to in the plans and specifications may be permitted if approved in writing by the Director.



## Attachment 2

Delegation Amendment Bylaw No. 8344, 2022

#### CORPORATION OF THE CITY OF NEW WESTMINSTER BYLAW NO. 8344, 2022

#### A Bylaw to Amend Delegation Bylaw No. 7176, 2015

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 "Delegation Amendment Bylaw No. 8344, 2022."

#### Amendments

- 2. Delegation Bylaw No. 7176, 2015 is amended by:
  - a. Replacing all instances of "Development Services" with "Climate Action, Planning and Development."
  - b. Adding to Section 5, after subsection (b), the following subsection:
    - (c) issuing minor Development Variance Permits, upon receipt of the fees and accompanying information, as referenced in Development Approval Procedures Bylaw No.5658,1987 and the accompanying Schedules A, B and C.
- 3. These amendments shall come into effect upon adoption.

GIVEN FIRST READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

GIVEN SECOND READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

GIVEN THIRD READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Mayor Jonathan X. Cote

Jacque Killawee, City Clerk



### R E P O R T Department Name

To:	Mayor Cote and Members of Council	Date:	June 27, 2022
From:	Eva Yip, Acting Director, Human Resources and Information Technology	File:	
		Item #:	2022-499

#### Subject: Diversity, Equity, Inclusion and Anti-Racism (DEIAR) Framework

#### RECOMMENDATION

THAT Council receive this report for information.

#### **PURPOSE**

To provide Council with the Diversity, Equity, Inclusion and Anti-Racism (DEIAR) Framework and a set of proposed next steps.

#### BACKGROUND

At the June 10, 2019 Regular meeting, Council passed a gender, diversity, and inclusion motion. On July 13, 2020, Council endorsed the City's recruitment of a consultant to work on the development of a DEIAR Framework and on September 10, 2020, the City selected LevelUp Planning Collaborative Inc. (LevelUp) as the successful consultant for the DEIAR Framework development.

There are four overarching goals for the DEIAR Framework, developed from the motions set by Mayor and Council. The four goals are:

Goal #1

Inclusive Public Service: to ensure diverse, inclusive, and equitable access to and benefit of, municipal services, programs and facilities

Goal #2

Safe, respectful, and inclusive work environment: to have a diverse, inclusive and equitable workplace free of harassment, discrimination and systemic barriers

#### Goal #3

Equitable Employment: to attract and retain a skilled workforce that reflects the diverse residents of the municipality

#### Goal #4

Inclusive Decision-Making: to ensure that decision making is based on diverse, inclusive, equitable and anti-racist policies, plans, practices and measures.

#### ANALYSIS

The work on the DEIAR Framework was divided into three phases:

Phase 1 (October 2020 to January 2021): Background Analysis and Research Phase 2 (March 2021 to February 2022): Internal Stakeholder Engagement Phase 3 (February 2022 to May 2022): Development of the Framework

The DEIAR Framework's development is informed by over a year of research and engagement, completed by LevelUp in partnership with key staff contacts at the City of New Westminster. The project was guided by the Joint Senior Management Team, who acted as the project team's steering committee and who were provided monthly updates on the work. The day-to-day point of contact at the City were staff within the Human Resources department, who provided logistical and execution assistance to the LevelUp project team.

The DEIAR Framework (Attachment 1) consists of findings from a variety of sources, including City documents, strategies, plans, and initiatives, and best practices identified from literature and other comparator municipalities' work. Engagement was completed through interviews, surveys, and focus groups with municipal employees at the leadership and staff levels, in addition to City Council. As this work aims to help the City achieve a more inclusive workplace culture, the experiences of those who would be most impacted by the Framework were highlighted during staff consultation.

The DEIAR Framework is divided into seven key thematic areas, each with corresponding objectives and recommended actions to guide the City of New Westminster to achieving the four overarching goals. These key areas include:

- 1. Leadership and Accountability
- 2. Building Capacity to Set the Framework in Motion
- 3. Policy and Practice
- 4. Staff Engagement and Communications
- 5. Human Resource Policies and Practice
- 6. Education and Training
- 7. Monitoring and Evaluation

The DEIAR Framework identifies recommended key actions corresponding to each of the thematic areas that range from high-level, strategic initiatives to more concrete steps that can be achieved relatively quickly. It's important to note that the identified actions are recommendations only and that the City may decide to adjust actions to better meet organizational need.

#### NEXT STEPS

Following Council's endorsement, City leadership and staff will continue to develop a DEIAR Framework implementation plan.

#### INTERDEPARTMENTAL LIAISON

The DEIAR Framework has been reviewed and endorsed by the Senior Management Team.

#### **CONCLUSION**

The DEIAR Framework will guide and support the City in becoming a local government employer of choice by building a welcoming, safe, diverse, and inclusive workforce which will contribute to a healthier, productive, and innovative organization. Following endorsement of the Framework by Council, staff will commence the development of a plan to implement recommendations emerging from the Framework.

#### **ATTACHMENTS**

Attachment 1 DEIAR Framework

#### **OPTIONS**

**Option 1:** THAT Council receive this report for information.

**Option 2:** THAT Council provide staff with further direction.

#### Staff recommend Option 1.

#### APPROVALS

This report was prepared by: Christine Cho, Human Resources Business Partner

This report was reviewed by: Eva Yip, Acting Director, Human Resources and Information Technology

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



## Attachment 1

### **DEIAR Framework Final Report**





City of New Westminster Diversity, Equity, Inclusion and Anti-Racism Framework



### May 2022

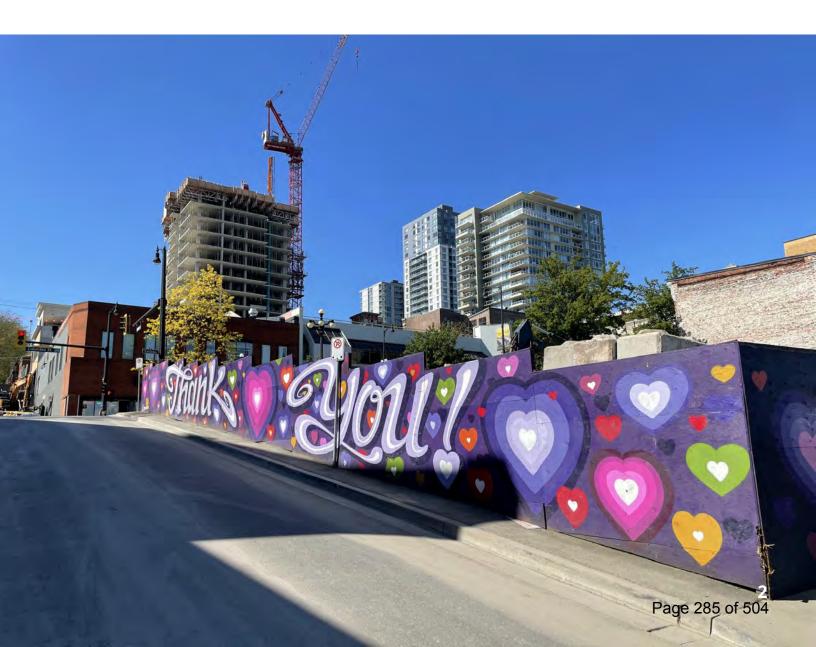




# **THANK YOU**

There were many individuals and groups at the City of New Westminster who contributed to the development of this Framework over the last year and a half. We are extremely grateful to the City of New Westminster Mayor and Council, leadership, and staff who shared their ideas, experiences, and perspectives through interviews, surveys, and focus groups. Special thanks to the project contacts and leads at the City and the project steering committee, who helped to guide and direct the focus of this work and its subsequent engagement.

Finally, we wish to acknowledge and highlight our sincere appreciation for the work that took place on the unceded territories of the Halkomelem speaking peoples. We acknowledge the traditional hosts for this work, and the land on which it occurred.



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# **INTRODUCTION**

New Westminster is a dynamic city, rich with people from a wide range of lived experiences. That diversity is a strength, and the City of New Westminster is committed to fostering an equitable, inclusive and welcoming community. To be able to do that, and to provide the residents of New Westminster with the best possible municipal services that reflect the diverse strengths and needs of the community, the work environment of the City itself must reflect those values. That means recognizing and celebrating difference, valuing the contributions made by all current and future staff, identifying power differences linked to social inequities and acting every day to eliminate those inequities. This is the work of diversity, equity, inclusion, and anti-racism (DEIAR).

There is good reason to devote the time, energy and other resources to these actions. DEIAR work involves creating space to appreciate and benefit from people's differences – the result can be a stronger, more resilient, more engaged and more engaging workforce that will help the City of New Westminster provide higher quality services to more people and to better meet the needs of its residents.

There is even more reason to do this work given the on-going inequities experienced by certain populations: Indigenous, Black, and other communities of colour, women and gender diverse people, disabled people, the LGBTQIA2S+ community, seniors, and people struggling to make ends meet. There is a need to recognize systems of oppression that lead to these injustices, and ways to prevent further harm. For the City of New Westminster, the Framework is intended to be a starting point for culture shift that aims to work towards equity and a better world for all.

Committing to this work means demonstrating the courage to uncover power differences among individuals or groups involved in the process, acknowledging privilege, and working to dismantle systemic barriers of all kinds. City staff and elected officials need supports to do this challenging work. The DEIAR Framework aims to provide an approach to guide efforts towards diversity, equity, inclusion, and anti-racism within the City of New Westminster. It offers a vision and set of initial recommendations to continue to move this work forward, but it is not an implementation plan.





It is up to Mayor and Council, together with leaders in all City departments, to continue this work. The context of those efforts will change over time, and new learning will happen continually, so the Framework will need to be a living document that is regularly updated. As an initial step in the City's learning journey and in an effort to focus on what the City can do internally first, this Framework emphasizes the steps the City can take to support staff, elected officials and Board members to achieve greater equity within the organization. Further steps will include reaching out to the broader community and emphasizing how the City of New Westminster can play a leadership role in helping to build a more equitable city.

This Framework connects with but is separate from the development of a Reconciliation strategy or framework. This work to identify and dismantle colonial structures and systems cannot be merged into other initiatives – it must be a distinct and explicit priority pursued by the City and its leadership. While the DEIAR Framework includes a list of recommended actions and ideas for monitoring and evaluation of those actions, it is important to recognize that, at its core, this work is about relationships, and it will take time to build those relationships. If that process is rushed, it is possible that trust could be broken, putting those vital relationships at risk.

This work is personal, challenging, and sensitive. It will take time as the City orients itself to a new way of being and work culture. The phrase 'go slow to go far' must be remembered as this work continues.

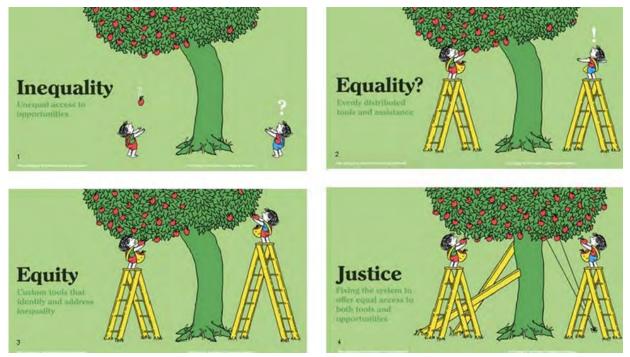
The preparation of the DEIAR Framework was completed by <u>LevelUp Planning Collaborative Inc.</u> and guided by a steering committee of staff at the City of New Westminster, together with Mayor and Council. The Framework incorporates learning from the work of many other municipalities across Canada who are on a similar journey, as well as research and background reviews. Most importantly, the DEIAR Framework reflects the views and lived experiences of staff at the City, who generously shared their stories and ideas.

### **Key Concepts**

Below are some key concepts that have shaped the direction of this Framework.

**Diversity:** Ensuring that there is an honouring and respect for the variety of backgrounds, perspectives, cultures, and experiences that each of us bring. Organizations and communities become richer when we honour and celebrate diversity because they can draw upon a wide variety of lived experiences, perspectives, knowledge and skills that people can contribute.

**Equity:** Just and fair inclusion where all individuals can participate and thrive.



2019 Design in Tech Report | "Addressing Imbalance" Illustrations by @lunchbreath

Equality assumes everyone needs (and wants) the same things, while equity understands that individuals are starting from different places, and therefore require different supports to achieve the important goals. Working towards equity acknowledges that people are not all the same, and that some folks experience barriers caused by injustice.

In this Framework, equity is one of the ultimate outcomes we desire. We aim for justice, to address and even out power differentials; we can then measure elements of equity within the City (as an organization) and within the community. But equity is also seen as a process – integrating equity, diversity, inclusion and anti-racism into all elements of day-to-day work. Equity as a process means being more aware of power differentials in how we interact with one another. That includes working hard to ensure that environments are safe(er) spaces for staff and community members to engage in these discussions and bring their whole selves to this work.

**Inclusion:** Acknowledging and valuing people's differences to build a sense of belonging. In an inclusive environment, each person will know and feel that they can bring their whole identity and be not just tolerated but accepted, welcomed and valued. Differences are thought of as opportunities to learn and grow.

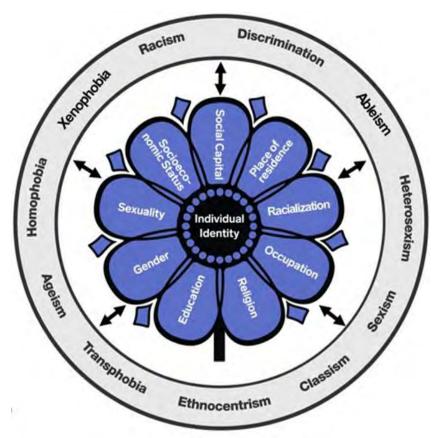
Diversity is about differences. Inclusion is about welcoming and embracing those differences. A quote from Verna Myers is often used to explain the relationship between diversity and inclusion: "Diversity is being invited to the party. Inclusion is being asked to dance." However, we suggest that just 'asking people to dance' is not enough, because in 'asking' there is an assumption that people who have been historically marginalized need to be welcomed by those who have more power in society. But to achieve true equity within the City of New Westminster means that people who have been underrepresented in the past will be leaders within all areas of the organization, free to bring their fullest sense of their self to work each day. That will allow a wider set of voices, ideas, lived experiences and perspectives to plan the party.



**Anti-racism:** A process of practicing and embodying efforts to actively fight against racism and seek to eradicate racism on every level. The goal of anti-racism is to challenge racism by identifying it and actively working to change the policies, behaviours and beliefs that allow racism to continue. Anti-racism is rooted in action.

**Intersectionality:** Helps us understand the unique ways that power, privilege and oppression all impact individuals and groups, how those intersections of identity create unique experiences, and as a by-product, helps us understand power and privilege.

We all have various layers of identity that provide us with advantages in some areas of our life, and disadvantages in other areas. Multiple forms of discrimination can intersect and have a compound effect. For example, the lived experience of a white woman is different from a Black woman, a white man, or a Black man. Who we are affects how we interact with the world, and how it reacts to us. Intersectionality helps us to recognize how our intersecting identities play a vital role in our lived experiences. Without considering intersectionality, actions that aim to address injustice toward one group may end up perpetuating injustices experienced by other groups.



Knowledge Translation Program (2019). Visual Depiction of Intersectionality

This Framework takes an intersectoral approach that acknowledges the complexity of power and privilege within organizations, in communities, and in society.



### **Other Key Terms**

**Privilege:** Understanding that people in dominant identity groups have certain advantages that help them make their way in life and achieve their goals with fewer barriers than other in less dominant identity group

**Unconscious Bias:** Underlying stereotypes, prejudices or attitudes that people hold outside of their awareness about other groups of people with different social, racial, or ethnic identities

**White supremacy culture:** Cultural understanding of race hierarchy where whiteness is valued the most, maintaining structures of power that lead to wide-reaching harm to and oppression of racialized populations.

**Microaggressions:** subtle verbal or behavioural interactions that communicate hostility or negative bias towards a historically marginalized group

**Structural racism:** form of racism that is embedded inherently within everyday systems that can lead to discrimination towards racialized populations

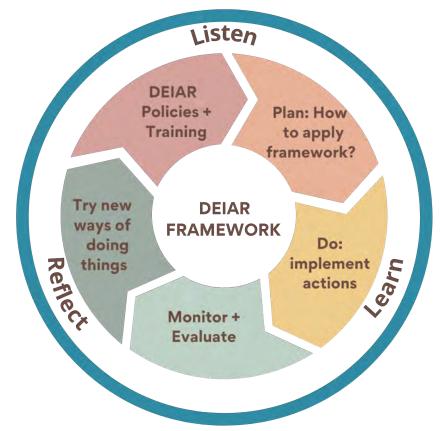
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### **Initial Ideas for Implementation**

While all individuals have a role to play to work towards the goals of the DEIAR framework, a systemic approach is also needed. This includes the use of City-wide policies to enact change. For example, adopting policies that require the use of an equity lens when creating or changing policies, programs, and services will result in accountability and consistency. Individual and City-wide commitments are required to work towards equity within the organization and for the community of New Westminster.

Another important consideration for moving DEIAR work forward is the human centredness required. Frameworks, policies, and trainings themselves will not lead to an equitable environment. There is a need for people to bring a relational, compassionate, humble approach to doing this work. The ability and space to listen, learn, and reflect is necessary before responding with potential "solutions". In addition, there is a need to make room for new ways of doing things which may mean giving up old ways of doing things and letting go of the status quo.

The following figure depicts the steps required to implement the framework and recognizes that the process is not linear. This is challenging work that will require the City to try new ways of doing things. The Framework offers an idea of where to start, but this work will be ongoing and will evolve for years to come.



# **CITY INITIATIVES THAT SUPPORT DEIAR**

The City of New Westminster has been primed to do work around diversity, equity, inclusion, and anti-racism long before the development of the DEAIR framework. Some of the initiatives that the City has taken over the years are listed below.

### Policies

- <u>City Council's 2019-2022 Strategic</u>
   <u>Plan</u> includes Reconciliation,
   Inclusion and Engagement
- Equity Key Performance Indicator (KPI) Framework (2021-2022)
- Sanctuary City Policy (2021)
- Parks and Recreation Access and Inclusion Policy
- Parks and Recreation Accessibility Policy
- <u>Healthy Built Environment Lens</u>

### Plans and Strategies

- <u>Community Poverty Reduction</u> <u>Initiative</u>
- Age and Ability Friendly Communities
- <u>Child and Youth Friendly Community</u> <u>Strategy (2016)</u>
- <u>Child Care Strategy (2016)</u>
- Homelessness Action Strategy and <u>Needs Assessment (2006)</u>
- <u>Chinese Reconciliation Process</u> (2010)

### Committees and Task Forces

- Equity KPI Committee
- Reconciliation, Social Inclusion, and Engagement Task Force
- <u>Social Inclusion, Engagement and</u> <u>Reconciliation Advisory Committee</u>
- <u>Restorative Justice Committee</u>
- Healthier Community Partnership
   Committee
- <u>Multicultural Advisory Committee</u>
- Welcoming and Inclusive New
   Westminster (WINS) Local
   Immigration Partnership

### Programs

- <u>Wheelability Assessment Project</u> (2009-2010)
- <u>Parks and Recreation Financial</u> <u>Assistance Program</u>
- <u>Community Living & Social Equity</u> <u>Grant</u>
- <u>Universal washrooms and change</u> <u>facilities at recreation facilities</u>
- <u>Parks and Recreation support</u> <u>services</u>

# Methodology for DEIAR Framework

Literature Review Project team sourced and reviewed articles and documents specific to the role of local governments in addressing diversity, equity, inclusion and anti-racism. Review of Municipal Policies City of New Westminster's municipal documents, policies, plans, strategies, and initiatives were analyzed to better understand how internal and external work aligns with the Framework.	Research Phase: October 2020 - January 2021 Environmental Scan Best practice and real-life examples from other local governments were identified to ensure that the Framework incorporates past successes and learnings from other strategies.				
Engagement Phase: March 2021 - February 2022	<b>Staff &amp; Leadership Interviews</b> Through staff and leadership interviews, strengths and gaps related to DEIAR municipal work were identified and goals for the Framework were discsussed.				
An all-staff survey was developed to engage with the broader staff. The survey was available online and in paper copies.	Focus Groups Facilitated discussions in small groups were hosted to learn more about staff members' lived experiences and ideas about DEIAR work. Equity Audit Utilizing a standardized tool from the Alberta Union of Municipalities Association, departmental equity audits were completed to get a baseline understanding of where the City is at related to DEIAR concepts and work.				
Virtual Office Hours Hosted office hours for City staff who were unable to attend focus groups or who wanted to share their experiences and opinions one-on-one.					
<b>Best Practice Interviews</b> Project team members connected with staff from other municipalities who have operating DEIAR offices to learn from their experiences.					

### **Draft Framework and** Presentations

Development of Draft Framework informed by research and engagement phases. Draft Framework was presented to leadership groups in the City and feedback provided helped to shape final version.

# Framework Phase: February 2022 -June 2022

### **Finalization of Framework**

Submission of DEIAR Framework to City with presentations to Mayor and Council and City staff.

# **FRAMEWORK GOALS**

The goals of the Framework came from two sets of motions from the City Council and the Police Board. The four tangible goals of New Westminster's DEIAR Framework are:

Goal #1: Inclusive Public Service	Goal #2: Safe, respectful and inclusive work environment
To ensure diverse, inclusive, and equitable access to and benefit of, municipal services, programs, and facilities	To have a diverse, inclusive and equitable workplace free of harassment, discrimination and systemic barriers
Goal #3: Equitable employment	Goal #4: Inclusive Decision- Making

These overarching goals are linked to framework objectives outlined in each key action area in the next section. To show the linkage, the relevant goals' icons have been placed within each of the key areas:









Decision Making

# **FRAMEWORK KEY AREAS & ACTIONS**

The City of New Westminster will not achieve their goals related to DEIAR without a solid set of actions and methods to continually monitor and evaluate those actions.

The actions suggested below range from high-level, strategic initiatives to more concrete steps that can be achieved relatively quickly. There are 7 Action Areas identified in the Framework:





Policy & Practice









Monitoring & Evaluation

Within each of the 7 Action Areas, we have identified some of the actions as high priority by using this icon:



These actions are initial recommendations only. Again, it is important that the City take on the challenge of this work over the long term; this report offers some ideas for next steps, but, after some further staff engagement and reflection, the City might decide to focus on some specific actions only, to alter other actions to better meet their needs, or to reject some actions entirely. All of that is expected and okay.

It is vital that the elements of this Framework are not seen as discrete or short-lived. To achieve the vision that Mayor and Council has outlined, the actions we describe below need to be integrated into all aspects of the day-to-day work of every staff member in the City of New Westminster. For that to happen, the activities of this Framework need to be well resourced over the long term; it's not realistic or respectful to expect staff to facilitate this work off the sides of their desks.



### Key Area #1: Leadership & Accountability

Framework Goals Linked to Key Area #1:



Strong leadership will be crucial for moving DEIAR work forward at the City of New Westminster and achieving systemic change. City staff expect the leadership of the City to support the Framework and their unwavering support will be key to its longevity. Outlining actions in the Framework which leaders can take will allow staff to hold them accountable and avoid tokenism.

Leadership & Accountability Objectives	Actions
Demonstrate leadership support for DEIAR work at the City	Prepare and implement a Leadership Competency Framework that is focused on equity and
Offer accountability and long-term follow through	inclusion. That Framework would define a set of skills and behaviours that all leaders at the City need to have
	Explore the idea of equity-responsive budgeting
	Join the <u>Coalition of Inclusive Municipalities</u>
	Prepare a Terms of Reference or other policy document for Senior Management Team (SMT), to formally show their commitment to DEIAR-related approaches
	Develop a set of values-based guidelines for Board and Council members
	eadership Competency Framework include explicitly



Potential elements of the Leadership Competency Framework include explicitly defining their role in setting equity-related directions for their department or team, building productive and respectful relationships, anti-oppressive leadership skills and behaviours, and integrating truth and reconciliation into policy and day-to-day work. DEIAR-focused leadership courageously identifies and challenges power imbalances; essentially, supporting leaders to learn when to step back and let others lead. See an example from the <u>Toronto</u> <u>District School Board's Equity Leadership Competencies framework</u>.



other cities

### See this example of equity-responsive budgeting from the City of

Toronto, which completes an equity impact analysis of reductions or investments in the City's operating budget to inform decision-making. Page 298 of 504

### Framework Goals Linked to Key Area #2:

### Key Area #2: Building Capacity to Set the Framework in Motion





This work is challenging in many ways, and everyone is at a different starting place. Although DEIAR concepts may not be new to all staff at the City, building capacity is needed to propel the work to infiltrate policies, practices and transform the workplace culture. Building capacity goes beyond training – it includes making sure the policy and practice infrastructure is in place to support each person's journey and having adequate resources to uphold the important work. Investing time into building capacity ensures sustainability of the Framework in the long term.

Building organizational capacity will help the City to commit to the small steps and transformational changes needed to achieve Framework goals in a way that ensures those achievements are sustainable in the long term. While the leadership of elected officials, Board members and senior management is critical for this work to move forward in a good way, building capacity will also ensure that changes take place on the ground, in all departments and teams across the municipality. The goals and actions of the DEIAR Framework need to be incorporated and sustained as a whole-of-government initiative, facilitated in part by cross-departmental dialogue and efforts.

<b>Building Capacity Objectives</b>	Actions
Link individual learning with policy and practice changes, for maximum potential for the Framework to have the greatest impact.	Establish a DEIAR office, with at least 3 new staff members
Ensure long-term sustainability of the DEIAR Framework ideas, actions, goals and outcomes.	Prepare a comprehensive plan to engage community members in DEIAR work
	Ensure formal links among all related strategic initiatives
	Create mentorship opportunities to build strong leaders from within
	Develop a 'community of practice' within the City including folks with lived experience and those who are already working with marginalized folks
	Support and nurture champions at every step of the development of the Framework



Many cities (e.g., Edmonton, Victoria, Vancouver, Halifax) have small departments or offices dedicated to equity, diversity and inclusion work. The staff of that office are then in a good position to work across city **16** departments and help to create essential and durable Page 299 of 504 cross-departmental partnerships.

### Framework Goals Linked to Key Area #3:

# Key Area #3: Policy & Practice



The policies that any organization develops, the ways in which those policies are developed, and how they are implemented through practice, reflect the values it holds. Policies are powerful because they present a framework for what is done at the City. Inclusive policies, both within the City and related to the ways in which the City interacts with community members, include clear direction about what people can do if the policy adversely impacts them. They also include information about reporting mechanisms and potential consequences if the policy is not followed.

In addition, inclusive policies and practices can help identify and eliminate power imbalances or hierarchies, resulting in stronger collaboration and partnerships. The following actions will help the City of New Westminster to ensure that current and future policies and practices are consistent with a DEIAR approach.

Policy & Practice Collection Objectives	Actions		
Identify, acknowledge and challenge existing elements of unconscious bias and power imbalance in how policies are developed and implemented	Develop an Equity Lens tool & use it when developing new policies		
Build more equitable policies and practices through	Complete an equity-focused audit of all current policies		
the consistent use of an equity lens	Develop an Accessibility Strategy		
Broaden DEIAR policy-based work by challenging ableism & integrating strategies for accessibility	Embed Gender-Based Analysis + throughout the organization		
	Build formal cross-departmental partnerships when implementing DEIAR actions (and beyond)		



Examples used in other cities The <u>Global Diversity, Equity & Inclusion Benchmarks: Standards for</u> <u>Organizations Around the World</u> helps organizations determine strategy and measure progress towards equity. It is currently being used by the Equity Offices of Montreal, Edmonton and Vancouver. A user agreement is required for this resource and then it is free to use. **17** 

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# Key Area #3: Policy & Practice



### Example of an Equity Lens Tool: Policy Development

Prepare a systematic process within the City, to ensure that these questions are asked when making decisions about new policies, programs or initiatives.

- o Who will benefit from a policy, program, initiative, or service?
- o Who might be excluded from those benefits and why? Indeed, who might be harmed?
- o How might some population groups be unfairly burdened today or in the future? How might existing privilege be further entrenched?
- o Have important decisions been made with the direct input of those who will be most affected by that decision?
- o From whose perspective are you evaluating the 'success' of your project or policy?

The <u>City of Hamilton's Equity Diversity and Inclusion Handbook</u> presents Questions to Consider in engagement, management, staff recruitment and retention, policy development, and communications. The <u>City of Ottawa's Equity</u> <u>and Inclusion Lens Handbook</u> offers 11 sets of questions to support equity and inclusion-focused work in 11 areas, including communications, leading and supervising, and monitoring and evaluation.



### Framework Goals Linked to Key Area #4:

### Key Area #4: Staff Engagement and Communications

Safe Work



It is essential that staff engagement in the next steps of this work happen in a way that is transparent, accessible, and safe – using communications strategies and tools that meet staff where they're at and offer ample opportunities for them to get involved. All voices need to be heard. Sometimes that means going beyond traditional modes of engagement by meeting people where they are at, conducting outreach, offering incentives or honorariums, providing childcare, and utilizing partnerships to capture the diverse voices of the municipality.

There are varied levels of personal and perceived organizational readiness for a DEIAR framework. Lack of knowledge or awareness can be a challenge for staff to engage with the Framework. Staff will need to understand what the issues are, why they are occurring, and why there is a need to change them. To transform the work culture, authentic engagement must continue throughout the Framework implementation.

Staff Engagement & Communication Objectives	Actions
Bring staff into the process of continual developing and implementing the DEIAR Framework	Prepare a staff communication plan that addresses ways to engage ALL staff
Demonstrate 'walking the talk' through transparency and accountability	Develop structures and mechanisms for marginalized staff to safely share experiences
	Offer specific discussion/gathering opportunities for diverse staff groups
	Prepare a DEIAR resource page on the staff intranet system
	Use an equity lens to plan engagement strategies
	Introduce a 'brave space agreement' as a living resource to use during meetings or other collaborative sessions

### Framework Goals Linked to Key Area #5:

### Key Area #5: Human Resources Policies & Practice





An important part of the overall goals of this DEIAR Framework is to create a safe, respectful inclusive work environment that is free of harassment, discrimination, and systemic barriers. The actions in this section reflect the need to identify and remove barriers to those processes (including advancement and succession planning) and to examine hiring practices. These will be important steps to achieve the goal of having the diversity of City staff (at all levels) more closely match the diversity of the community. An essential element of the Framework is hiring practices and policies that aim to ensure the City is an equitable, inclusive employer that values the strengths of a diverse workforce and is reflective of the residents it serves.

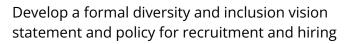
### Human Resources Objectives

Identify and address barriers to HR-related processes for people with disabilities, Indigenous peoples, Black people and other people of colour, LGBTQIA2S+ people, and women and gender diverse people..

### Actions

Complete a comprehensive review of current recruitment, hiring, and appointment processes

Develop a toolkit for equitable and transparent recruitment and hiring



Build upon benefits and programs in place to support staff

Prepare a policy to formalize and expand job sharing and part-time opportunities



### Key Area #6: **Education & Training**

### Framework Goals Linked to Key Area #6:









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The DEIAR-related concepts and ideas that are being introduced in this Framework might be new to many City staff and leaders. A comprehensive plan for education and training will therefore be important to provide as many thorough and enriched learning opportunities to be successful at creating a culture shift internally and to ensure everyone – staff, Board members, and Mayor and Council - are on the same page as the Framework is implemented.

One key consideration is finding ways to engage all staff, including auxiliary staff, temporary staff, part-time staff, and outside workers who may not have access to email at all times. Creative ways of engaging staff that meets them where they are at will be important.

We have attached a recommended Training Plan, prepared by Hook or Crook Consulting. The Training Plan provides a set of key content areas for staff training, as well as some important things to keep in mind during training.

Education & Training Objectives	Actions
Offer opportunities for all City staff and key partners to learn. Start where people are at.	Set up an advisory committee to oversee the training process. Ensure that committee is diverse.
Examine, challenge and reflect on DEIAR practice in both personal and institutional/systemic spheres.	Implement a comprehensive training and education program for all staff, Board and Utilities Commission members, Mayor and Council
Build a safe(r) learning environment for all.	Introduce DEIAR concepts and begin training in orientation for new staff
	Revisit and revamp the DEIARalogues series
	Offer unique education opportunities for staff from marginalized groups
	Gear training to specific staff levels (managers, directors, front-line staff, etc.)



There are is no limit to types of readily accessible toolkits, modules, and education opportunities available for City employees to participate in or complete. Please refer to the last section of this document for a non-exhaustive list of linked tools and resources. Page 304 of 504

### Framework Goals Linked to Key Area #7:

### Key Area #7: Monitoring & Evaluation

Inclusive Public Service



Equitable

Employment



DEIAR work cannot be completed overnight, but it is important to 'start with the end in mind' when implementing the core components of this Framework. It is vital to establish sound data collection methods to allow consistency for reporting throughout the implementation process. The work that goes into implementation needs to be measured to identify what is working and where pivoting needs to take place to obtain better results. Data collection for monitoring and evaluation needs to answer these basic questions:

- Activities / Outputs: how much did we do? How well did we do it?
- Impact / Outcomes: what impact did we have? Who is better off? Why and how?

This process of consistently being reflective and asking critical questions on themes of power and discrimination are necessary at both the individual and organizational levels, to see change.

To ensure diverse voices are brought forward, the process of collecting and analyzing data for monitoring and evaluation processes also needs to incorporate an equity lens, using a combination of quantitative data (surveys, statistics) and qualitative data (stories, comments, ideas). Throughout this process, it is important that the focus remains on developing respectful and compassionate relationships with individuals and communities, before and after data collection and analysis.

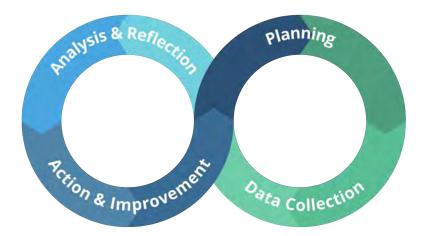
<b>Evaluation &amp; Monitoring Objectives</b>	Actions
Monitor and evaluate the success of DEIAR Framework elements over time	Build data systems to measure progress
Identify opportunities to make improvements over time, in a process of continual feedback and	Complete a census of the diversity of the current City workforce and leadership
adjustments as needed	Conduct ongoing employee demographic surveys
Celebrate successes!	Monitor employee awareness, knowledge and understanding of DEIAR concepts
	Prepare annual reports and distribute widely



Viewing the city as an organization, a community, and a guardian of public order, UNESCO and Center for Research on Immigration, Ethnicity and Citizenship's Indicators for Evaluating Municipal Policies Aimed at Fighting Racism and Discrimination has identified a set of indicators for policy analysis and evaluation.

# **Key Area #7: Monitoring and Evaluation**

On the following page, we offer a logic model for the DEIAR Framework that offers a visual way to see the links between the Framework's goals, actions, outputs and outcomes. Tangible indicators are identified to provide the City a way to measure achievement of the goals and subsequent success of the Framework. Please note that not all actions are listed in the logic model; for practical reasons, we have included only those actions that we anticipate will have the most impact. The elements of the logic model are consistent with the Equity Key Performance Indicator Framework that was endorsed by Council in May of 2021.





Inclusive Public Service To ensure diverse, inclusive and equitable access to and benefit of facilitiesSafe, respectful and inclusive work environment To have a diverse, inclusive and equitable workplace free of harassment, discrimination and systemic barriersEquitable Employment To ensure diverse, inclusive and equitable access to and benefit of municipal services, programs and facilitiesInclusive Decision-Makin To ensure diverse, inclusive and equitable workplace free of harassment, discrimination and systemic barriersEquitable Employment To ensure diverse, inclusive and equitable access to and benefit of municipal services, programs and facilitiesInclusive Decision-Makin To ensure that decision-making based on diverse, inclusive, equitable and anti-racist policie plans, practices and measures				
Actions	Outputs	Short/Medium Term Oucomes	Long Term Outcomes	
- Terms of Reference - Leadership Compentency Framework	<ul><li>Terms of Ref. exists</li><li># of SMT members</li><li>engaged</li></ul>	Increased commitment validation from leaders elected officials, with	all policy and proc	gram Canda)
- Establish a DEIAR Office - Link strategic initiatives - Prepare plan to engage community	<ul> <li>DEIAR office exists</li> <li>Formal linkages exist</li> <li>Community plan is</li> <li>developed</li> </ul>	implementing and adjus action plans annually Increased awareness a	Workplace is inclu and free from discrimination	Staff census
<ul> <li>Develop Equity Lens tool</li> <li>Utilize GBA+ lens</li> <li>throughout the City</li> <li>Audit all policies</li> <li>Create Accessbility Plan</li> </ul>	- Equity lens developed - # of staff trained in GBA+ - # of policies audited - Accessbility Plan made	understanding of who benefiting and not benefiting from City-wi policies and hiring pract	is Recruitment targe de Leadership, staff, B	oards, hittees / Staff engagement
- Create staff communications plan - Create ways for diverse groups to connect	- Staff communications plan made and adopted - # of staff involved in special opportunities	Knowledge & awareness DEIAR concepts, ideas, a practicies is increased among staff, Board members and Mayor &	of nd City policies supp marginalized populations	survey
<ul> <li>Review hiring and recruitment processes</li> <li>Toolkit for equitable hiring and advancement</li> </ul>	- Review completed - Toolkit created	Council Staff from all levels and		l and
- DEIAR training for staff and leaders - Adapt DEIARalouges	- # of trained City staff - # of hours trained - # of DEIARalouges	departments are active engaged in DEIAR worl throughout the municipa	Decision-making	

# **NEXT STEPS**

As the City of New Westminster moves forward with this important work, there are several places that Council and City staff can start. DEIAR work can have a lot of moving pieces and can feel intimidating to jump into, especially because it can be quite charged and personal to different groups of people; additionally, long-term commitment may seem quite overwhelming. Outlined below are some next steps that would be beneficial for the municipality to really 'walk the talk':

### Clarify the vision for the City

These are the goals and the objectives we have set out, but City staff, elected officials and Board members now need to come up with their own vision for this work. Our background research revealed that, in many other municipalities (including the City of Vancouver), City staff spent considerable time and energy re-working initial equity-related frameworks or strategic plans, to best align with their vision and goals. And, as we've already mentioned, this Framework needs to be regularly updated, as learning continues.

### Establish an Equity Office with permanent funding

Doing this work in a good way will set staff (and ultimately community members) up for the best success. This work should not be done off the side of anyone's desks; having dedicated staff and resources to advance DEIAR related work internally will be essential in building capacity within the City to move the work forward. This can be difficult work and exploring solutions can be challenging; working in silos will only stall progress and create more obstacles to overcome. This work will be too much for one person to take on alone; we recommend an Office of three staff, to provide peer support is needed to prevent burnout and offer the necessary resources to do this important work well.

### Continue engagement with staff to keep learning

The engagement activities that were conducted during this project work scratched the surface of potential learnings from staff. There remain many opportunities to intentionally create safer spaces for staff to share about their needs (both personal and training-related) as well as their lived experiences. To continue creating spaces for people to share, there also needs to be commitment to act on what is learned, which will continue to motivate people to engage, share, and contribute to DEIAR-related work.

### **Develop department-specific implementation plans**

This Framework offers a high-level approach only. Now, each department within the City will need to prepare their own plans, specific to their needs and context. The Departmental Pulse report we have provided can help as a good starting point. One of the initial steps could be to prepare specific equity lens tools that ask critical questions specific to each department or task area. For instance, prepare a tool that focuses on doing community engagement with an equity lens, another tool specific to hiring practices, and another for communication with staff, etc.

### Maintain momentum from City leadership in all areas

To tackle any apprehension that the work may wane or falter, leadership at all levels and in all areas of the municipality need to continually communicate their commitment to the DEIAR-related work to staff and follow through by utilizing tools and resources outlined to engage with the work formally and informally within their departments. Different departments will be at different levels of readiness, so there will be different starting points. However, wherever the starting point may be, what is important is to show City staff that the work is here to stay and that creating a safer, more inclusive and equitable workplace will always be a priority.

### Begin engaging with community partners and the broader community

This Framework focuses on what the City of New Westminster can do internally first. When the time is right, it is important that community members have the chance to share the ways in which they experience City spaces and processes. As the DEIAR Framework's actions are implemented, the outcomes will permeate into the way that staff engage with community members. Leveraging existing partners that are already engaged in this work in the community and equitably engaging with new partners will align and elevate the work that has begun internally. Again, this step should connect with, but not replace, the reconciliation work that is ongoing at the City and within the broader community.



# **TOOLKITS AND RESOURCES**

The following resources offer more opportunities for learning. Please note that this list just scratches the surface of what is available, but it does present some good first steps.

### **General Resources**

Ontario Human Rights Commission (2010). <u>Anti-Racism and Discrimination for</u> <u>Municipalities</u>.

American Public Health Association (n.d.). <u>Equity Diversity Inclusion: Action Toolkit for</u> <u>Organizations.</u>

Canadian Centre for Diversity and Inclusion (2022). CCDI Toolkits

Tim Lohrentz, Insight Centre for Community Economic Development (n.d.). <u>Contracting</u> for Equity: Best Local Government Practices that Advance Racial Equity in Government <u>Contracting and Procurement</u>.

Challenging Racist "British Columbia"

Vancouver City Planning Commission Roundtable 17: Intersectionality

PP+G Review: Intersectionality-Based Policy Analysis

Luther College Intersectionality Toolkit

Sarah Ahmed (2012). On Being Included

adrienne maree brown (2017). Emergent Strategy

Four Types of Power

### Supporting Anti-Racism

Standford Cardinal at Work (2020). Anti-Racism Toolkit

Ijeoma Oluo (2018). So, You Wanna Talk About Race

Ibram X Kendi (2019). <u>How to Be an Antiracist</u>

Reverse Racism Myths

Tools To Unpack Internalized Racism

Video: What are structural, institutional and systemic racism?

Video: What systemic racism in Canada looks like

# **TOOLKITS AND RESOURCES**

### **Supporting Gender Equity**

Federation of Canadian Municipalities. Diverse Voices: <u>Tools and Practices to Support all</u> <u>Women</u>

Supporting Persons with Disabilities / Ableism

Rick Hansen Foundation (2021). <u>The Power of Inclusive Language – A Recap</u>. Inclusive Futures (2020). <u>Disability-Confident Employers' Toolkit</u>

### **Monitoring and Evaluation**

UNESCO and Center for Research on Immigration, Ethnicity and Citizenship (2005). Indicators for Evaluating Municipal Policies Aimed at Fighting Racism and Discrimination

# Examples of Equity, Diversity, Inclusion (EDI) Frameworks and Strategies from other Cities

Summary / Analysis of 28 EDI plans from across Canada:

Ford, F., Klemencic, R., Lee, C., McGowan, E., Meldrum, M., Pysklywec, A., Reynolds. (2020). <u>Planning for Equity: Centring Equity, Diversity, and Inclusion in Canadian</u> <u>Municipal Planning Practice. Lessons for North Park Neighbourhood Association in</u> <u>Victoria, BC.</u> Queen's University School of Urban and Regional Planning, LevelUp Planning Collaborative, Canadian Urban Sustainability Practitioners Network, & North Park Neighbourhood Association.

Aquanno, S., Perry, B., & Bryant, T. (2017). <u>Research Report: City of Oshawa Diversity</u> and Inclusion Plan.

City of Ottawa. (2019). <u>Women and Gender Equity Strategy.</u>

City of Edmonton. (2019). The Art of Inclusion: Our Diversity & Inclusion Framework.

City of Hamilton. (2019). Equity, Diversity, & Inclusion Handbook.

City of Moncton. (2016). Social inclusion plan: Quality of Life for all Monctonians.

City of Vancouver. (2021). The City of Vancouver's Equity Framework.

City of Windsor. (2020). Diversity and Inclusion Initiative.

Halifax Regional Municipality. (2020). <u>Diversity & Inclusion Framework: Recognizing</u> diversity and inclusion in our organization and our communities.

City of Markham. (2010). Everyone Welcome: Markham Diversity Action Plan.

King County. (2015). Equity Impact Review Process Overview

City of Ottawa. (2018). Equity and Inclusion Lens Handbook



### R E P O R T Climate Action, Planning and Development

To:	Mayor Cote and Members of Council	Date:	June 27, 2022
From:	Emilie K Adin, MCIP Director, Climate Action, Planning and Development	File:	09.1742.02
		Item #:	2022-495

### Subject: eMobility Strategy: Adoption

### RECOMMENDATION

- 1. **THAT** Council adopt the eMobility Strategy;
- 2. **THAT** staff be directed to identify and advance actions in the eMobility Strategy that can be implemented within the existing staffing capacity and budget resources; and
- 3. **THAT** staff be directed to bring forward eMobility Strategy funding requests for consideration in the 2023 budget process, including the recommendation to create a new staff position to oversee the implementation of the eMobility Strategy.

### **PURPOSE**

To seek Council adoption of the eMobility Strategy.

### **SUMMARY**

A 2016 inventory found that transportation is responsible for nearly half of New Westminster's community greenhouse gas (GHG) emissions. The City aims to reduce these emissions and improve quality of life for residents with its two transportation-related Climate Action Bold Steps: moving towards a car-light community and pollution-free vehicles.

To that end, in the summer of 2021, the City engaged Dunsky Energy + Climate Advisors to guide the development of an eMobility Strategy. Electric mobility (eMobility)

has significant potential to reduce transportation-related GHG emissions, both through the adoption of eMicromobility devices like e-bikes, and through the transition from emitting to electric vehicles (EVs).

The attached eMobility Strategy was built with extensive community input, as well as industry best practices and emissions modelling. The Strategy includes ten objectives and 36 actions to overcome barriers to eMobility and enable adoption across New Westminster.

Staff recommends the Strategy be adopted, and that the City move into the implementation stage.

#### **OPTIONS**

The following options are provided for Council's consideration:

- 1. That Council adopt the eMobility Strategy;
- 2. That staff be directed to identify and advance actions in the eMobility Strategy that can be implemented within the existing staffing capacity and budget resources;
- That staff be directed to bring forward eMobility Strategy funding requests for consideration in the 2023 budget process, including the recommendation to create a new staff position to oversee the implementation of the eMobility Strategy; or
- 4. That Council provide staff with alternative direction.

Staff recommends Options 1 to 3.

### **ATTACHMENTS**

Attachment 1 – Staff Memo Attachment 2 – City of New Westminster eMobility Strategy Attachment 3 – eMobility Strategy Engagement Summary

### APPROVALS

This report was prepared by: Meredith Seeton, Policy Planner

This report was reviewed by: John Stark, Supervisor of Community Planning This report was approved by: Emilie K. Adin, Director, Climate Action, Planning and Development Lisa Spitale, Chief Administrative Officer



Attachment 1 Staff Memo



### MEMORANDUM

### Climate Action, Planning and Development

Subject:	Att 1 - eMobility Strategy Staff Memo.	docx	
From:	John Stark, Supervisor of Community Planning	File:	
To:	Emilie K Adin, MCIP Director, Climate Action, Planning and Development	Date:	June 27, 2022

### **RECOMMENDATION**

Staff recommends that the Director forward this memo and the following resolutions to Council for consideration:

- 1. **THAT** Council adopt the eMobility Strategy;
- 2. **THAT** staff be directed to identify and advance actions in the eMobility Strategy that can be implemented within the existing staffing capacity and budget resources; and
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Staff recommends the Strategy be adopted, and that the City move into the implementation stage.

### BACKGROUND

To support the objectives established by Council's 2019 Climate Emergency Declaration and the 'Seven Bold Steps for Climate Action', the City worked with a consultant to explore the issue of electric mobility (eMobility), and develop an eMobility framework. Three workshops were held in the fall of 2020, including one with Council, one with staff, and one with industry and community representatives. A community survey was open through November of 2020, gathering input on interest in eMobility, and interest in the City taking a stronger role on this issue. The survey found significant interest in eMobility. Key barriers to adoption were lack of access to EV charging at home, and limited access to secure e-bike parking. 74% of respondents felt it was very important for the City to support the transition towards eMobility, and the primary motivations for that support were to reduce emissions, followed closely by mitigating air pollution.

Building on the momentum of this framework, Council directed staff on March 29, 2021 to develop an eMobility Strategy. The Strategy is intended to provide guidance as to how the City can support the community's transition to eMobility, a transition that presents significant potential to reduce transportation-related emissions, both through the adoption of eMicromobility devices like e-bikes, and through the transition from emitting to electric vehicles (EVs). The City engaged Dunsky Energy + Climate Advisors to guide the development of the eMobility Strategy.

Council was engaged in an eMobility workshop at their regular meeting on August 30, 2021, to provide feedback on potential actions and areas of focus for the Strategy. The Environment and Climate Task Force and Advisory Committee have been engaged throughout the Strategy development.

### STRATEGY SUMMARY

The eMobility Strategy, provided as Attachment 2, includes 10 objectives and 36 actions. These are categorized as follows:

- Supporting eMicromobility adoption: actions are focused around overcoming the key barriers to eMicromobility adoption. Actions include developing clear guidelines and regulations for how different types of eMicromobility, regular bikes, pedestrians and other road users can safely share the road; enhancing ebike parking; and exploring piloting a shared e-bike system to increase accessibility to e-bikes.
- Supporting EV adoption: actions are focused around improving access to charging in public, at home and at work, as well as supporting the affordability of EVs through incentives provided by senior levels of government.
- Proactively managing electricity grid impacts of EV charging, through actions like exploring networked or "smart" charging technologies, and planning for the future development of an EV load management program.
- Successfully implementing the Strategy: actions include creating a new staff position to oversee implementation, ensuring that equity-denied groups are engaged in implementation and the benefits of eMobility are distributed equitably, and following a rigorous monitoring and evaluation process.

### **STRATEGY PROCESS & ENGAGEMENT**

The eMobility Strategy built on this framework engagement, and was developed through various phases:

- Phase 1: Initial Engagement & Modelling
- Phase 2: Review of the Draft
- Phase 3: Finalizing the Strategy

### Phase 1 Initial Engagement and Modelling

The eMobility Strategy was informed by Dunsky's modelling of action options, as well as a number of engagement activities:

- An online workshop with community and industry representatives to develop a shared vision of eMobility and brainstorm action opportunities;
- An online survey seeking input on prioritizing actions; and
- A second online workshop to solicit input on the draft actions and implementation.

Attachment 3 provides a summary of engagement findings.

### Phase 2 Review of the Draft

In November of 2021, a draft Strategy was received. Staff consulted extensively with:

- Utility Commission;
- Environment & Climate Task Force;
- Environment & Climate Advisory Committee; and
- Interdepartmental staff.

In response to the feedback received from these groups, significant revisions were made to the draft, to ensure a better narrative flow. Action wording was also made more precise, to express the City's firm commitment to specific actions. In other cases, the word "explore" was used to describe actions where the City should undertake further analysis before implementation. The implementation roadmap was also strengthened with approximate budget implications and timelines.

### Phase 3 Finalizing the Strategy

Staff brought the revised draft to the Environment and Climate Task Force on April 14, 2022. The Task Force reviewed the draft and provided constructive comments, including:

- Support for the streamlined and clear draft, and the dual approach of supporting eMicromobility as well as EVs;
- An interest in being strategic in implementation, to ensure limited resources are put to best use, and
- Support for creating a new staff project manager position to ensure implementation and interdepartmental collaboration.

Following the Task Force meeting, the revised draft was posted on Be Heard New West, and the community was invited to comment, from April 7 to April 29, 2022. Predominantly supportive comments were received, and are summarized in Attachment 3.

On May 18, the Environment and Climate Advisory Committee reviewed the draft and similarly had constructive comments, including:

- The importance of eMicromobility guidelines and regulations being regionallyconsistent; and
- The importance of considering eMicromobility adoption by delivery services and other businesses in crafting guidelines.

The Advisory Committee then made a motion recommending the finalized Strategy be brought forward to Council for consideration of adoption.

Comments on the revised draft were overwhelmingly positive, and focused on the "how" and "when", rather than whether to move forward with actions. Discussion at the Task Force and Advisory Committee meetings, as well as comments received online and via

email from workshop participants resulted in several improvements to the Strategy, including bringing an accessibility lens to developing eMicromobility guidelines and regulations.

On June 21, the Utility Commission reviewed the revised Strategy. Commissioners emphasized the need for the City to remain nimble and adapt as the eMobility industry and technologies change, such as through the potential development of a public charging network. Commissioners also encouraged the creation of more detailed costing. The final Strategy assigns actions orders of magnitude costing, recognizing that costing will also continue to change as the industry evolves. Staff anticipate undertaking more detailed costing and business case development during implementation. Implementation will also include reviewing and prioritizing actions to ensure investment of resources is as impactful as possible.

### NEXT STEPS

The eMobility Strategy includes an implementation roadmap, for rolling out actions over the next five years. Staff anticipate moving into implementation in the fall of 2022.

Staff would prioritize the actions outlined in this Strategy and other climate plans, to refine implementation scheduling. Prioritization would consider financial implications, GHG emission reductions and internal carbon pricing, current and future capital and infrastructure planning processes, and project lead times. As discussed in the Strategy, an equity lens will also be needed.

For implementation to be successful, the Strategy calls for the creation of an eMobility specialist project manager position. This position will be especially important given the interdepartmental collaboration required on eMobility.

### **INTERDEPARTMENTAL LIAISON**

The Environment and Climate Task Force were engaged during this plan development, including senior staff from Engineering Services and Parks and Recreation.

### **OPTIONS**

The following options are provided for Council's consideration:

- 1. That Council adopt the eMobility Strategy;
- 2. That staff be directed to identify and advance actions in the eMobility Strategy that can be implemented within the existing staffing capacity and budget resources;

- 3. That staff be directed to bring forward eMobility Strategy funding requests for consideration in the 2023 budget process, including the recommendation to create a new staff position to oversee the implementation of the eMobility Strategy; or
- 4. That Council provide staff with alternative direction.

Staff recommends Options 1 to 3.

### **ATTACHMENTS**

Attachment 2 – eMobility Strategy Attachment 3 – eMobility Strategy Engagement Summary

### **APPROVALS**

This memo was prepared by: Meredith Seeton, Policy Planner

This memo was reviewed by: Lynn Roxburgh, Supervisor of Land Use Planning and Climate Action

This memo was approved by: John Stark, Supervisor of Community Planning



# Attachment 2 eMobility Strategy



# eMobility Strategy

Supporting New Westminster's Bold Steps for Climate Action





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### LAND ACKNOWLEDGMENT

We recognize and respect that New Westminster is on the unceded and unsurrendered land of the Halkomelem speaking peoples. We acknowledge that colonialism has made invisible their histories and connections to the land. As a City, we are learning and building relationships with the people whose lands we are on.

#### Submitted to:

City of New Westminster Climate Action Division

www.newwestcity.ca



#### Prepared by:

**Dunsky Energy + Climate Advisors** 50 Ste-Catherine St. West, suite 420 Montreal, QC, H2X 3V4

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# **About Dunsky**

Founded in 2004, Dunsky supports leading governments, utilities and others across North America in their efforts to **accelerate the clean energy transition, effectively and responsibly**.

Working across the buildings, renewable energy and clean mobility sectors, we support our clients through three key services: we **quantify** opportunities (technical, economic, market); **design** go-to-market strategies (programs, plans, policies); and **evaluate** performance (with a view to continuous improvement).



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# **EXECUTIVE SUMMARY**

In March 2019, the City of New Westminster became the second municipality in Metro Vancouver to declare a climate emergency. To support the climate emergency declaration, the City established a new climate action budgeting framework and Bold Steps with the goal of moving New Westminster towards a zero-carbon future by 2050.

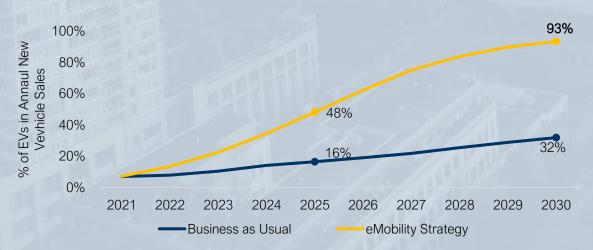
An inventory based on 2016 data found that transportation is responsible for nearly half of New Westminster's community emissions. The City aims to reduce these emissions and improve quality of life with its two transportation-related Bold Steps:



This Strategy defines a vision for accelerating electric mobility (eMobility) adoption in New Westminster to advance towards these targets.

**Electric bikes and other lightweight modes (eMicromobility)** allow more people to move further and faster than traditional active transportation options. eMicromobility enables a shift to more sustainable modes of transportation, while also being more affordable than electric vehicles. There is significant local interest in eMicromobility, but more than half of trips are still made by automobiles. This Strategy identifies actions to accelerate eMicromobility adoption.

**Electric vehicles (EVs)** reduce emissions by powering personal transportation with BC's lowcarbon electricity. New Westminster residents are adopting EVs at a rate similar to the rest of the province, but adoption is too low to reach the City's Pollution Free Vehicles target. This Strategy sets New Westminster on a path to significantly increase the number of pollution-free EVs on the road, **reaching 93% of new light-duty vehicles sold by 2030.** 



To reach the level of EV adoption outlined above, Dunsky completed analysis and modelling to determine the level of charging infrastructure needed for residents in public, at home, and at work, and what is needed to prepare for potential impacts to New Westminster's electricity grid:



52 Level 2 and 5 DCFC publicly accessible charging stations



95% of parking stalls in existing multi-unit residential buildings are retrofitted to enable home charging



The electricity grid is futureproofed to manage impacts and capitalize on electrification benefits

The Strategy includes the following ten objectives and tangible actions to help transform the way we move in New Westminster, reducing emissions and continuing City efforts towards a healthy, inclusive, and thriving community.

			Strategy Objectives
eMicromobility	<b>E</b> Ð	1.	Incorporate eMicromobility into City planning and outreach
		2.	Advance supportive eMicromobility policies
		3.	Enhance e-bike accessibility
		4.	Improve access to secure public and private e-bike parking
Electric Vehicles		5.	Improve access to EV charging in public spaces
		6.	Improve access to EV charging at home
		7.	Improve access to EV charging at work
	<u>ک</u>	8.	Support affordability of electric vehicles
Utility		9.	Proactively manage electricity grid impacts of EV charging
Implementation	و ۱۱۱۱ ۱۱۱۱	10.	Successfully implement the eMobility Strategy

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# **Glossary of Terms**

This Strategy uses the following definitions:

- **1. Electric micromobility (eMicromobility):** lightweight transportation option that is partly or fully powered by electricity (e.g., e-bike, e-scooter, e-skateboard, etc.).
- 2. Electric vehicles (EVs): includes light-duty Battery Electric Vehicles and Plug-in Hybrid Electric Vehicles
  - **Battery Electric Vehicles (BEVs):** EVs that operate solely on electricity. These vehicles need to be charged in order to refuel (e.g., Chevy Bolt, Nissan Leaf).
  - **Plug-in Hybrid Electric Vehicles (PHEVs):** hybrid vehicles that can plug in to charge and operate in electric mode for short distances (e.g., 30 km to 85 km), but that also include a combustion powertrain for longer trips (e.g., Chevy Volt, Toyota Prius Prime). To drive in electric mode, PHEVs need to charge more frequently than BEVs because they have a smaller battery, and therefore a shorter electric range.
- **3. EV-Ready:** refers to parking stalls that have an electrical circuit terminating in an energized outlet for the purpose of EV charging. Does not need to include the charger itself.
- **4. EV Charging Station**: refers to infrastructure that provides an EV charging service and can provide charging to one or more EVs at a time depending on the number of ports it includes.
  - Level 2 (L2) charger: most commonly provides a charging power of 7.2 kW and can charge an EV at a rate of approximately 40 km of range per hour.
  - **Direct Current Fast Charging (DCFC):** often referred to as Level 3 charging, they provide a charging power of 25 kW 350 kW and can charge an EV with 300 km in between approximately 15 and 60 minutes.
  - **EV Charging Port:** reflects an individual connector that can charge one vehicle at a time.

# Introduction

The 2019 *Global Warming of 1.5* °C report by the world's leading climate scientists, the International Panel on Climate Change (IPCC), warned that limiting global warming to 1.5°C requires rapid, far-reaching and unprecedented changes in all aspects of society. The report, which was led by ninety-one authors and review editors from forty countries from around the world, stresses that we are already seeing the consequences of 1°C of global warming through more extreme weather, rising sea levels and diminishing Arctic Sea ice. However, it highlights that the worst impacts of climate change can be avoided by limiting global warming to 1.5°C. With clear benefits to people and natural ecosystems, limiting global warming to 1.5°C can go hand in hand with ensuring a more sustainable and equitable society.

The IPCC report finds that limiting global warming to 1.5°C requires "rapid and far-reaching" transitions in land use, energy, industry, buildings, transportation, and cities. Simply put, society must act quickly to reduce greenhouse gas (GHG) emissions which drive global warming. For any chance of meeting this goal, human caused GHG emissions need would need to reduce by 45% from 2010 levels by 2030, reaching net zero by 2050.

Recognizing this report, in 2019, cities around the world started to declare a 'Climate Emergency'. In declaring a climate emergency, a government acknowledges that human-induced climate change has farreaching consequences, and the measures taken up until this point are not enough to prevent climate catastrophe. The declaration typically comes with plans to take more aggressive measures to reach our global climate targets.

In March 2019, the City of New Westminster became the second municipality in Metro Vancouver to declare a climate emergency. To support the climate emergency declaration, the City established a new climate action budgeting framework and identified seven bold steps to move New Westminster toward a zero-carbon future by 2050.

With almost half of New Westminster emissions coming from transportation, the electrification of transportation offers a significant opportunity to curb emissions and advance community climate action goals.

# **Current State of eMobility in New Westminster**

An inventory based on 2016 data found that on-road transportation is responsible for 47% of New Westminster's community GHG emissions. Transforming the way we move is a key pathway to meeting climate targets and presents an important opportunity to support other City goals to become a healthy, inclusive, and thriving community.

Electrifying how we move is an important pathway in this transformation. In British Columbia, nearly all electricity is generated by harnessing the power of flowing water, a clean and renewable source. Therefore, electrifying transportation can reduce GHG emissions by replacing fossil fuels with clean electricity. For the purposes of this Strategy, eMobility is grouped into two categories: electric micromobility (eMicromobility) and electric vehicles (EVs).

# eMicromobility

eMicromobility refers to any lightweight transportation option that is powered by electricity, or a combination of human and electric power. These modes include e-bikes, e-skateboards, e-scooters and more. eMicromobility allows more people to move further and faster than traditional active transportation modes.











e-bike

e-skateboard

e-balancing board

e-scooter

e-wheelchair

Many residents are already using eMicromobility. In a 2020 survey on eMobility, 22% of respondents stated that they owned or regularly used an eMicromobility device. Nearly half of respondents were

considering an e-bike as their next bicycle, and nearly a quarter of respondents were considering other eMicromobility options.

However, most trips are still made by personal vehicles. TransLink's *2017 Trip Diary* data showed the majority of trips in New Westminster were made by automobile, followed by transit, and walking (Figure 1). Biking and other modes made up only 1% of trips, respectively.



Figure 1: Percent of trips by mode in New Westminster in 2017

#### Safe operation

Today, there are limited safe routes for eMicromobility because these novel, higher-speed transportation modes do not yet have a clear place in the roads and routes of New Westminster. While the safety of eMicromobility users and non-users is critical, current regulations provide little or no guidance on how and where to operate eMicromobility devices.

#### Secure e-Bike parking

eMicromobility users often store their device in secure parking areas to ensure it is safe whether at home or on the go. Parking areas can sometimes include access to electrical plugs for charging. Various types of secure e-bike parking are currently available as outlined in Table 1. The City's Zoning Bylaw requires bike parking for long-term storage in new multi-unit residential buildings (MURBs). TransLink offers modular storage lockers at 22<sup>nd</sup> Street Skytrain Station. Caged storage is commonly used to add secure storage in existing buildings. Public and private bike racks are available for short-term storage, though current conventional bike racks are not necessarily sized to accommodate e-bikes.

Table 1 Typical e-bike storage types and their locations, capacity and cost

				Der
	Bike storage room	Modular storage lockers	Caged storage	Publicly accessible bike racks
Typical use locations	MURBs, workplaces, transit	Workplaces, transit	MURBs, workplaces	Community spaces, transit
Bike Storage Capacity	20 - 100	1 - 2	10 - 100	3 - 6
Est. cost per unit	Included in overall construction cost	\$3,000 - \$5,000¹	\$5,000 - \$20,000²	\$700 - \$1,000 <sup>3</sup>
Stay length	Long-term	Long-term	Long-term	Short-term

<sup>1</sup> Clean Air Partnership (2019). *Costing of Bicycle Infrastructure and Programs in Canada*. Accessed online:

https://www.tcat.ca/wp-content/uploads/2016/08/Costing-of-Bicycle-Infrastructure-and-Programs-in-Canada.pdf

<sup>&</sup>lt;sup>2</sup> Master's Research Project, Trent University (2015). *Secure Bicycle Parking: Downtown Toronto Office Buildings.* Accessed online:

https://rshare.library.ryerson.ca/articles/thesis/Secure\_bicycle\_parking\_downtown\_Toronto\_office\_buildings/14668410/files/2 8155387.pdf

<sup>&</sup>lt;sup>3</sup> Clean Air Partnership (2019). *Costing of Bicycle Infrastructure and Programs in Canada.* Accessed online:

https://www.tcat.ca/wp-content/uploads/2016/08/Costing-of-Bicycle-Infrastructure-and-Programs-in-Canada.pdf

# Electric Vehicles

EVs use an electric motor to drive for some of their propulsion, such as plug-in hybrid EVs, (PHEV) or all of their propulsion, such as battery EVs (BEVs). In this Strategy, EVs refer to light-duty battery EVs and plug-in hybrid EVs.

In 2020, 7.6% of new light-duty vehicle sales in New Westminster were electric. This is closely aligned with trends at the provincial level (Figure 2). Sales have increased rapidly over the past five years as costs have come down and more EV models have become available. EV sales slowed in 2020 due to the COVID-19 pandemic<sup>4</sup> but are expected to start rising again.

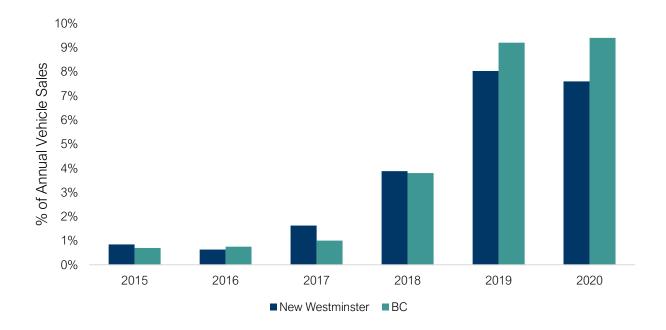


Figure 2: Annual EV sales by percent in New Westminster and British Columbia<sup>5</sup>

<sup>&</sup>lt;sup>4</sup> Statistic Canada (2021). *Zero-emission vehicle registrations down slightly in 2020*. Accessed online: <u>https://www150.statcan.gc.ca/n1/daily-quotidien/210422/dq210422e-eng.htm</u>

<sup>&</sup>lt;sup>5</sup> Dunsky internal historic EV resources and ICBC Open Data Licence (2020). *Vehicle Population Data*. Accessed online: <u>https://public.tableau.com/app/profile/icbc/viz/VehiclePopulationIntroPage/VehiclePopulationData</u>

# EV Charging

Charging infrastructure is an important part of the transition to EVs. EV charging infrastructure technologies are explained in more detail in Table 2.

	Level 1 (AC)	Level 2 (AC)	DCFC
Typical output	1.5 kW (120 Volts)	7.2 kW (240 Volts)	25 kW – 350 kW
Approx. range added per hour of charging	8 km	40 km	300+ km
Equipment and installation costs6	\$150 - \$1,500	\$2,000 - \$10,000	\$50,000 - \$200,000
Typical use locations	Homes, workplaces, public spaces	Homes, workplaces, public spaces	Major corridors, public spaces
Used by	BEV and PHEV	BEV and PHEV	Primarily BEVs

Table 2 EV Charging Infrastructure	Technologies
------------------------------------	--------------

#### Home charging

New Westminster is one of several leading communities in British Columbia making it easier for EV drivers to plug in at home. In 2019, the City introduced requirements for all new residential buildings to be 'EV Ready'. An EV Ready building includes an energized outlet at each parking stall that can support a Level 2 EV charger. The EV charger can then be installed at a future time based on resident needs, supporting broader EV uptake by residents. Even without new energized outlets for Level 2 chargers, most single detached owners can also charge at home using a standard outlet and a Level 1 charger.

#### Public charging

The City was one of the first municipalities in BC to pilot public curbside charging in early 2018. The local infrastructure has expanded to include a combination of Level 2 (L2) stations and direct-current fast charging (DCFC) stations, as outlined in Figure 3.

<sup>&</sup>lt;sup>6</sup> Costs are approximate ranges based on Dunsky's extensive EV-project experience, inclusive of conduit and other equipment.

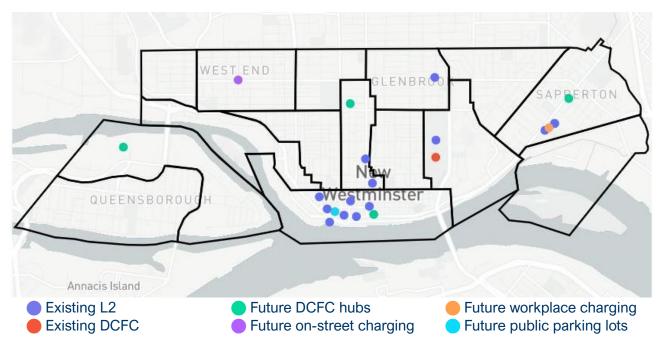


Figure 3: Public EV Charging Stations in New Westminster<sup>7</sup>

#### Workplace charging

Workplace charging is currently promoted through the City's development permit area guidelines by encouraging new non-residential buildings to be EV-Ready. Workplace charging is also supported by private installations in publicly accessible locations.

<sup>7</sup> Natural Resources Canada (2021). *Electric Charging and Alternative Fuelling Stations Locator*. Accessed online: <u>https://www.nrcan.gc.ca/energy-efficiency/transportation-alternative-fuels/electric-charging-alternative-fuelling-stationslocator-map/20487#/find/nearest</u> and City data A summary of the three general categories of EV charging is described in Table 3.

	Home	Public	Workplace
Description	A station at the home of the EV driver.	A station that is publicly accessible. It can be offered by the City or the private sector.	A station located in parking that serves workplaces, including public and semi- public charging.
Use	The most preferable charging location, as indicated by New Westminster eMobility survey respondents.	Key support for EV drivers who do not have access to charging at home or at work, and for drivers feeling range anxiety.	Useful replacement or addition to home charging when employees park their vehicle for extended periods at their workplace.
Typical locations	Often found in driveways or garages at multi-unit residential buildings or single-detached homes.	Often found on the street (curbside), in parkades or parking lots, at community centres or in similar spaces.	Often found at parkades, parking lots, or other workplace parking areas at institutional, commercial, or industrial buildings.

#### Table 3 EV Charging Location Categories

# Policy Context

eMobility in New Westminster is also supported by a range of actions by regional, provincial, and federal governments, industry, and non-government organizations.

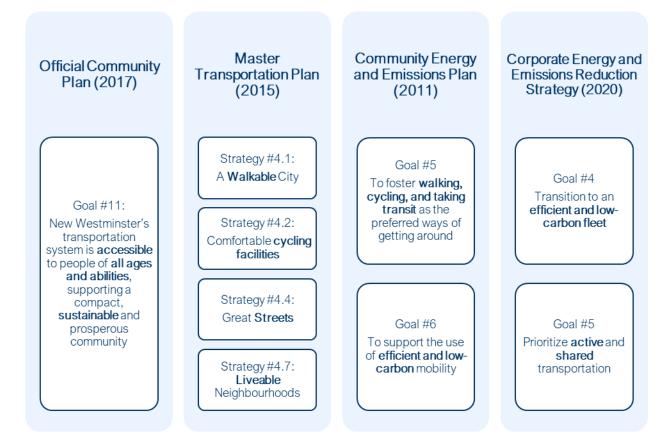
Key policies include the provincial government's mandate for 30% of light-duty vehicle sales to be zeroemission by 2030. The Province committed to updating this mandate to 90% in the *CleanBC Roadmap to 2030* released in October 2021.<sup>8</sup> In addition, in 2021, the federal government committed to introducing a requirement that 100% of car and passenger truck sales are zero-emission by 2035. These ambitious targets from all levels of government support and reinforce efforts for electrifying transportation.

<sup>&</sup>lt;sup>8</sup> Dunsky's modelling and analysis was completed under the target as it is currently legislated (30% by 2030), though it is expected that the legislation will be updated. This accelerated timeline will support the City's Pollution Free Vehicle Bold Step.

# **Supporting Policy in New Westminster**

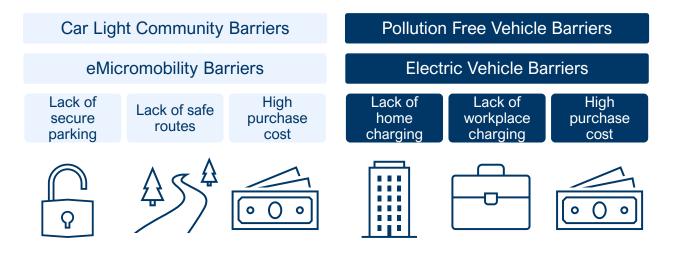
The eMobility Strategy complements and bolsters the efforts of a number of existing policies in the City. A selection of the plans, strategies, and goals that align with, or support eMobility is outlined in Figure 4.





## Barriers to eMobility Adoption

Several barriers are standing in the way of accelerating eMobility adoption in New Westminster, as identified through engagement with community and industry representatives and the public. Key barriers include access to charging infrastructure, affordability, and safety. The eMobility Strategy aims to reduce these barriers to eMobility adoption, however, progress will also depend on coordinated action and investment by the City across several departments and plans, as well as other levels of government. Tackling these barriers is a critical step towards reaching the Car Light Community and Pollution Free Vehicles Bold Steps.



#### eMicromobility Barriers

#### Lack of Secure Parking

eMicromobility (e.g., an e-bike) typically has a higher value than its non-electrified equivalent (a bike). This additional value can place these devices at higher risk of theft or damage. Secure parking that is suitable to the size and/or charging needs of an eMicromobility device can be limited both at home and on the go. The lack of a trusted parking location remains a barrier to adoption.

#### What we heard:

"I take my car more often than e-bike or electric micromobility device because there are **so** few secure places to lock up"

#### Lack of Safe Routes

eMicromobility modes can operate at higher speeds than non-electrified modes. Users do not necessarily know how or where to safely ride and non-users can be concerned about how to safely interact with these higher-speed devices. This lack of certainty of safe routes reduces the appeal of adoption.

#### **High Purchase Cost**

eMicromobility typically has a higher upfront cost in comparison to similar non-electric devices due to the battery and charging equipment. This high cost can deter adoption.

#### **EV Barriers**

### Lack of Home Charging

EV charging at home is critical for adoption because it is the preferred place for most EV drivers to charge.<sup>9</sup> For existing single-detached homes with access to a garage or driveway, installing an EV charger is not usually a barrier – a standard outlet can be used for a Level 1 charger, or a 240 Volt circuit can be installed for a Level 2 charger. Depending on whether the electrical capacity to the property is sufficient, charging can be installed at a reasonable cost (\$500 - \$2,000).<sup>10</sup> Funding is also available to cover the cost of the EV charger. For new residential buildings, EV charging is not expected to be a barrier, given the City's requirement that all new residential buildings are 'EV Ready.'

However, the 2016 Census found 68% of residents in New Westminster lived in multi-unit residential buildings (MURBs), where installing charging is much more challenging due to the required electrical upgrades and building/strata approval processes. In many existing MURBs, there are few EV charging stations, which remains a barrier to EV adoption.

#### What we heard:

"It is difficult to be an EV owner in an **older, multi-housing complex**. We have no chargers, and the strata will not approve the cost to install any for the complex. This forces me to constantly seek out public charging options, which are **often in use** when I need them."

#### Lack of Workplace Charging

Charging at work can be a useful replacement for home charging because personal vehicles are typically parked at or near the workplace for extended periods of time. However, few work-related parking areas offer EV charging, reducing the convenience or viability of EV ownership.

#### **High Purchase Cost**

EVs currently have a higher upfront cost than similar internal-combustion engine vehicles. This upfront cost remains a barrier to residents who would like to purchase an EV, and benefit from the lower operational and lifetime costs<sup>11</sup>, but cannot afford the higher price tag.

 <sup>&</sup>lt;sup>9</sup> Preference for at-home charging was confirmed in the public engagement process. In addition, a 2021 Canadian survey by NRCan confirmed that access to a charging station at home was a leading factor for Canadians considering EVs. The survey can be accessed online: <u>https://www.nrcan.gc.ca/sites/nrcan/files/057-21-NRCan\_ZEVs\_Final\_Report\_EN\_accessible.pdf</u>
 <sup>10</sup> Plug in BC (2018). *Residential Electric Vehicle Charging*. Accessed online: <u>https://pluginbc.ca/wp/wpcontent/uploads/2018/10/Residential-EV-Charging-A-Guide-for-Local-Governments.pdf
</u>

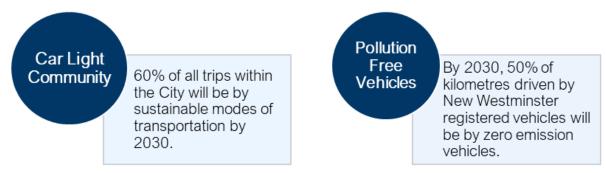
<sup>&</sup>lt;sup>11</sup> Clean Energy Canada (2022). *The True Cost*. Accessed online: <u>https://cleanenergycanada.org/report/the-true-cost/</u>

# Vision for eMobility in New Westminster

## **Strategy Purpose**

The purpose of the eMobility Strategy is to provide a strategic and actionable plan to support community adoption of eMobility in New Westminster. It identifies concrete actions the City will take to help achieve some of its Bold Steps for Climate Action and related 2030 GHG emissions reduction targets. The Bold Steps include two transportation-focused goals outlined in Figure 5.





## Strategy Approach and Methodology

This Strategy was developed through research on best practices, interviews with industry experts, community and stakeholder engagement and modelling of EV adoption and electricity grid impacts using Dunsky's EV Adoption model (EVA<sup>™</sup>). Potential eMobility actions were assessed based on their impact on the two Bold Steps, ease of implementation, stakeholder support, authority, complexity, and cost.

#### **Integrating Equity**

The transition to electrified transportation offers important opportunities to improve equitable access to transportation in New Westminster. eMobility can also improve street-level air quality and reduce traffic, which benefits all residents.

For sustainability, health, and equity reasons, the City's top priority, as reflected in the Master Transportation Plan hierarchy of transportation modes, is supporting active transportation. eMicromobility devices reduce the physical effort required to travel using traditional active transportation modes - a key advantage in a city like New Westminster where the urban landscape includes significant hills. In addition, eMicromobility offers a more cost-effective electric option than EVs for short and medium distances.

While this Strategy emphasizes mode-shifting and getting people out of single-occupancy vehicles, personal vehicles remain a necessity for many households for longer distance travel, work or other obligations. For households that require a vehicle, an EV can help reduce the operational costs of vehicle ownership, and therefore, the transportation cost burden. This Strategy aims to ensure that households of all types can reasonably choose to go electric.

Equity was integrated throughout the Strategy's development, including the analysis, engagement processes and initial implementation considerations for further consultation. An equity lens will be applied to implementation of the Strategy along with further engagement with equity-denied groups.

# Advancing the Car Light Community Bold Step

The Car Light Community Bold Step requires a major shift in how residents choose to move around New Westminster.

eMicromobility supports mode shift to more sustainable modes of transportation by making e-bikes, escooters and other micromobility options more accessible. In comparison, eMicromobility requires less effort to operate than traditional active transportation options and is also more affordable than EVs.

Meeting the Car Light Community Bold Step requires a comprehensive approach that addresses more than eMicromobility, including all forms of active and public transportation. Efforts are needed to shift people from personal vehicles to more active modes at the top of the transportation pyramid, as outlined in the *Master Transportation Plan's* Transportation Hierarchy (Figure 6). Parallel efforts in City policies will support the overall Car Light Community Bold Step target. In addition, the Quality People-Centred Public Realm Bold Step aims to transform 10% of street space from moving vehicles to moving people. Under this Bold Step, street space transformation can further promote safe and enjoyable eMicromobility use.

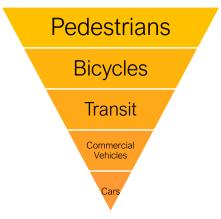


Figure 6: Transportation Hierarchy from the City's Master Transportation Plan

eMicromobility is a key component in the Car Light Community landscape to support mode shift directly and indirectly. This Strategy refers only to the barriers and solutions from the perspective of making eMicromobility and, therefore, car-free transportation, more accessible.

Broad eMicromobility adoption requires prioritizing the safety of users and non-users such as pedestrians, increased affordability of owning or sharing an eMicromobility device, and better availability of secure storage options (see Table 4).

Safety	Affordability	Parking
Users should have clear and regionally consistent guidance on how to safely engage with other users and non-users. Users should understand where to ride, knowing that infrastructure can accommodate eMicromobility.	The high upfront cost of eMicromobility devices should be reduced through shared transportation options and broader incentive programs.	Secure storage for eMicromobility devices should be available where residents live, work, and play.

### Advancing the Pollution Free Vehicles Bold Step

The Pollution Free Vehicles Bold Step targets 50% of all kilometres travelled by New Westminster vehicles to be by zero-emission vehicles by 2030. If all vehicles travelled the same distance, this target would translate to 50% of all vehicles on the roads. However, distance travelled varies substantially depending on the vehicle type (e.g., bus vs passenger vehicle), owner's lifestyle, location of workplace, and other factors. Therefore, modelling the pathway to this Bold Step is challenging because of the diversity in travel patterns and the lack of data on annual kilometres travelled by individual New Westminster vehicles, today and in the future.

Rather than kilometres travelled, the Strategy focuses on how to accelerate new sales of EVs (as a percent of total vehicle sales). The percent of EVs in new vehicle sales is a common and trackable metric in the eMobility sector: the provincial and federal governments have set targets to reach 100% of light-duty EV sales by 2035. Over time, as vehicles turnover, new EV sales will translate to more EVs on the road and more pollution-free kilometres travelled. Other actions can also contribute to meeting the Bold Step, such as accelerating electrification of vehicles that have high kilometres travelled, such as taxis, buses and shared fleets. Vehicle scrappage programs can also help increase the share of EVs on the road by encouraging the early retirement of polluting vehicles.

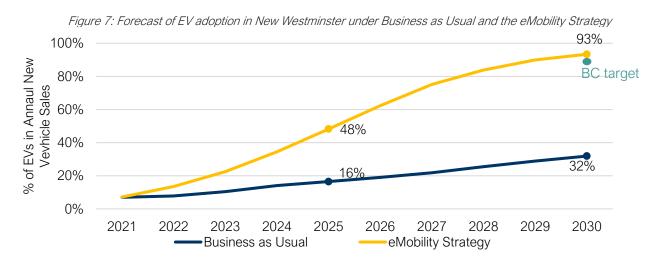
#### **Key Findings**

Dunsky completed detailed EV adoption forecasts for new light-duty vehicles using its EV Adoption<sup>™</sup> model. The results of Dunsky's modelling show that if the City takes no additional action (Business as Usual), New Westminster will not meet the Bold Step targets or support the provincial and federal EV sales goals. Under this scenario, only 32% of all new light-duty vehicle sales in New Westminster will be EVs by 2030.

#### **Business as Usual (BAU) Scenario**

The BAU scenario represents minimal policy action supporting EV adoption. There is limited expansion of public charging networks (L2 and DCFC port numbers are in line with historical growth), current federal and provincial incentives are ramped down and phased out by 2025, and Multi-Unit Residential Building (MURB) home charging access is limited due to no municipal funding for retrofits (though the BAU scenario does include the current EV-readiness requirements for new construction).

The interventions outlined in this Strategy are expected to increase the share of EVs in new light-duty vehicle sales to 93% by 2030 (Figure 7), which is in alignment with federal and provincial targets. This represents significant progress towards meeting the Pollution Free Vehicles Bold Step.<sup>12</sup>



Reaching 93% EV sales by 2030 would translate to having 11,500 EVs registered in New Westminster, representing approximately 26% of the community's vehicle stock. The level of uptake of EVs varies across neighbourhoods in New Westminster, and is projected to continue to vary, due to differences in the size of the vehicle population, historical EV sales, housing types (and ability to charge at home), income levels and average daily driving distance, as seen in Figure 8.

<sup>&</sup>lt;sup>12</sup> This trend is dependent on positive global market factors such as ongoing trends towards lower battery costs and increasing availability of electric vehicle models.

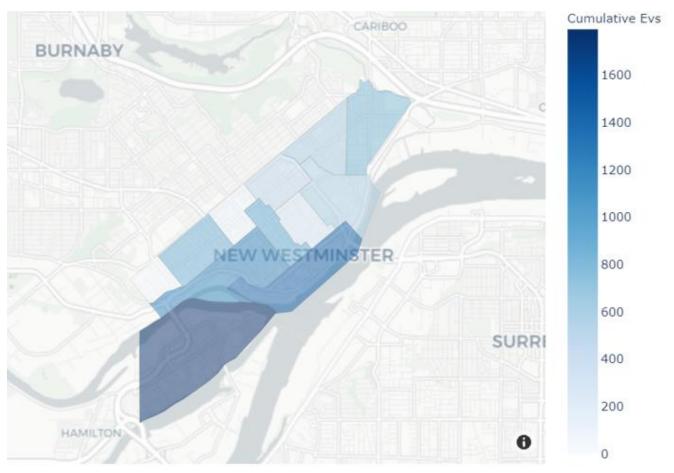


Figure 8 Map of projected EV adoption in 2030 by neighbourhood in New Westminster

To reach the level of EV adoption outlined in Figure 8, Dunsky completed analysis and modelling to determine the level of charging needed for residents at home, in public and at work, and the potential impact on New Westminster's electric grid. To reduce the kilometres driven by existing vehicles powered by fossil fuels, the actions outlined in this Strategy also include programs, policies and advocacy that can encourage residents to drive less or not at all when they are able.

# EV Charging Requirements

#### Home Charging

The modelling assumes that all new residential homes are EV Ready, as required by the City's Zoning Bylaw.<sup>13</sup> For existing single detached homes, Dunsky's modelling and analysis assumed that most existing single detached homes have the potential to install a Level 2 EV charger.

However, to achieve the Bold Step target a significant number of existing multi-unit residential buildings (MURBs) will require retrofitting for EV charging. Modelling and analysis conducted by Dunsky estimates that 95% of MURBs parking stalls will need to be EV-Ready by 2030. An EV-Ready retrofit includes the necessary upgrades to install an energized outlet at most or all of the parking stalls. These retrofits also include an assessment of the building's electricity capacity and energy management solutions to mitigate upgrade costs. These retrofits are future-proofing upgrades that are more cost-effective than installing EV charging at one or a few stalls at a time.<sup>14</sup> Figure 9 outlines a trajectory to achieving these retrofits based on the number of stalls retrofitted annually.

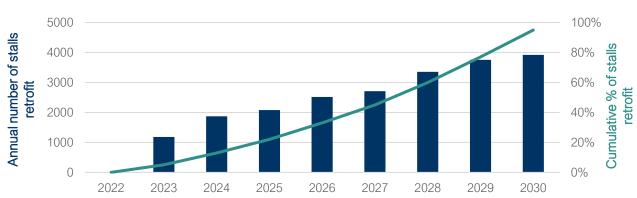


Figure 9 Trajectory to reach EV Ready in 95% of stalls in MURBs with annual number of stalls retrofit

#### **Public charging**

To achieve 93% of new light-duty EV sales, residents in New Westminster will need access to a total of 52 Level 2 stations (208 ports) and 5 DCFC stations (15 ports) by 2030<sup>15</sup> as summarized in Table 5.<sup>16</sup> This level of infrastructure is needed to support the number of EVs anticipated to be on the road by 2030, as determined through Dunsky's EV Adoption<sup>™</sup> model.

 <sup>&</sup>lt;sup>13</sup> An EV Ready building includes an energized outlet at each parking stall that can support an EV charger. The EV charger can then be installed at a future time based on resident needs, supporting broader EV uptake by residents.
 <sup>14</sup> City of Richmond (2019). *Residential Electric Vehicle Charging: A Guide for Local Governments*. Accessed online:

https://www.richmond.ca/\_shared/assets/Residential\_EV\_Charging\_Local\_Government\_Guide51732.pdf

<sup>&</sup>lt;sup>15</sup> The number of ports per station can vary for L2 and DCFC stations depending on location and utilization. DCFC sites may vary between one to three ports and L2 sites may vary between one to six ports. Note that one DCFC port can often have a dual-connector that includes one CCS connector and 1 CHAdeMO connector, but this should be considered one port as only one vehicle can charge at a time.

<sup>&</sup>lt;sup>16</sup> This includes a portion of EV charging at workplaces, which may be semi-public/only accessible to employees.

#### Table 5 Public charging needed in New Westminster by 2030

Public Charging Type	Stations	Ports
Level 2	52	208
DCFC	5	15

These stations could be privately funded or supported by City investment and can be located on publicly accessible private land such as a grocery store parking lot, or on publicly owned land such as roads, parks or facilities. City investment could be provided as direct investment in City-owned and/or -operated charging stations and as financial incentives for private actors to invest in privately-owned charging stations. Placement of charging infrastructure on City-owned lands will need careful consideration, given the range of priority uses, and how the charging network may build out over time.

The cumulative number of new and existing public Level 2 and DCFC charging stations required on an annual basis, according to Dunsky modelling and analysis, is outlined in Figure 10 and Figure 11.

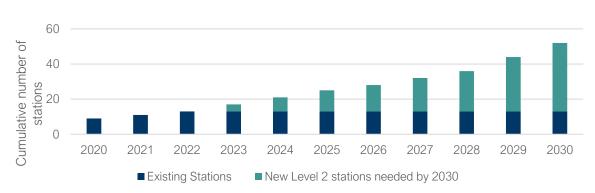


Figure 10: Public Level 2 charging stations needed by 2030

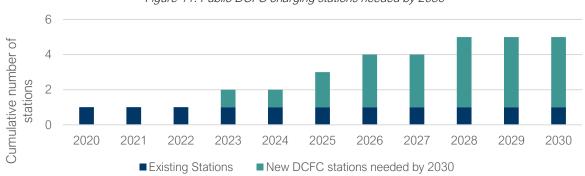


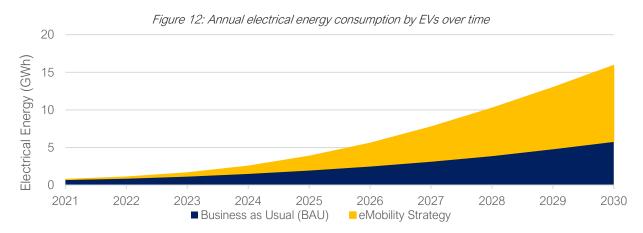
Figure 11: Public DCFC charging stations needed by 2030

#### Workplace charging

The level of workplace charging required to meet this scale of EV adoption is included in forecasted public Level 2 charging that will be built in new or existing workplace parking areas.

#### New Westminster Utility Impacts

The additional EV adoption and EV charging by residents will increase the amount of electricity demand on the grid, which is operated by the New Westminster Electric Utility. Figure 12 outlines EV energy consumption under the business as usual and under the eMobility Strategy scenarios, as modelled by Dunsky. By 2030, it is estimated that EVs in New Westminster will consume 16 GWh of electricity annually under the accelerated EV adoption supported by this Strategy. The increase in EV charging translates to revenue for the Utility.



The increase in EV charging will also increase the demand for electricity at any given time. As more EVs are adopted, the demand for electricity as EV drivers arrive home in the evening will increase. This need for electricity will peak in winter evenings, due to EVs requiring more energy per kilometre in the winter than in the summer.<sup>17</sup> Increased peak electrical demand can strain or exceed the capacity of local substations, accelerating the need for electrical distribution infrastructure upgrades. As seen in Figure 13, this winter peak demand reaches an additional 8.5 MW by 2030 based on accelerated EV adoption.

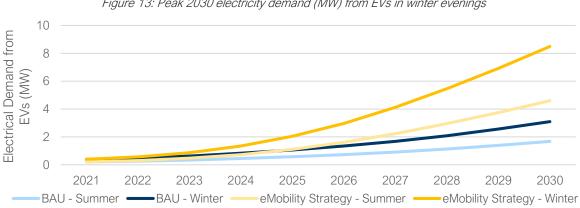


Figure 13: Peak 2030 electricity demand (MW) from EVs in winter evenings

<sup>&</sup>lt;sup>17</sup> Peak demand is higher in the winter for the grid overall due to heating loads. In addition, EV charging demand is higher in winter due to lower battery and charging efficiency.

This demand will not be the same across the City. The pattern of EV adoption will drive differences in the added electricity demanded in each neighbourhood, as outlined in Figure 14.

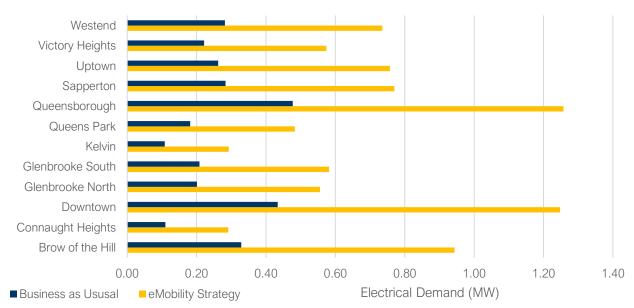


Figure 14: Peak electricity demand (MW) in 2030 from EVs in winter evenings by neighbourhood

EVs are anticipated to represent a small portion of expected peak demand in 2030: up to 6% with the implementation of the eMobility Strategy, according to modelling and analysis completed by Dunsky. This means that EV charging loads are not a cause for concern in the short term. However, EV charging loads are anticipated to continue growing beyond 2030, and without proactive interventions, the City risks losing the ability to actively manage EV charging loads when they do become a significant strain on the grid. Recognizing this risk, other utilities have implemented strategies to shift the peak demand of EV charging, thereby extending the lifetime of their assets and limiting the need for infrastructure upgrades.

Peak demand can be mitigated by shifting the time that EVs charge. This is typically achieved by developing a city-wide load management strategy, and there are a growing number of utilities across North America who are leveraging the capabilities of networked, or 'smart', EV chargers in their load management strategies. With the right customer incentives in place, utilities can directly monitor and control the electrical impacts of EV charging through networked communications. For example, networked chargers can delay the time that a charging session is initiated to when it is best for the grid, based on available capacity at that time. Nova Scotia Power is piloting their Smart Grid program in which participants allow the utility to control charging cycles of their EV smart charging system. The Smart Grid Nova Scotia program helps the utility determine their ability to lower power usage by EV chargers during peak times.<sup>18</sup>

<sup>&</sup>lt;sup>18</sup> Nova Scotia Power. *Investing In Our Future: Electric Vehicle Smart Charging Program*. Accessed online: <u>https://www.nspower.ca/cleanandgreen/innovation/smart-grid-nova-scotia/chargepoint-home-flex-ev-charging-system</u>

As new EV owners install chargers, utilities can incentivize residents to choose networked, or 'smart' chargers, which can be used to manage the charging time. For example, rather than hundreds of people arriving home after work, plugging in and charging at the same time, networked chargers can delay charging to when it is best for the grid capacity. Utilities can also encourage residents to allow their charger to share its usage data to provide real-time data on usage needs.

This networked capacity is not needed immediately by the Utility but encouraging residents to select networked chargers when they are making their purchase decision will help future-proof the City's infrastructure. There may also be opportunities in the future to leverage plugged-in vehicles as energy storage that increases the resilience of the grid.

# **Objectives and Actions**

This section outlines ten objectives with supporting actions to accelerate eMobility adoption over the next five years (Table 6). Aligning with the urgency of the climate emergency, these actions were designed to be started quickly with opportunities to accelerate over time. Each objective, developed in consultation with the community and informed by Dunsky's modelling and analysis, includes key considerations to ensure equitable access to the benefits provided by electrifying transportation.

Encouraging the shift to more sustainable transportation modes through electrification is the core goal of the Strategy. However, meeting the transportation-related Bold Steps will also depend on the implementation of other complementary City initiatives and goals, contained in the Official Community Plan, the Master Transportation Plan, the Community Energy and Emissions Plan, among others. Similarly, this Strategy will complement the implementation of these plans.

			Strategy Objectives
eMicromobility	EE	1.	Incorporate eMicromobility into City planning and outreach
		2.	Advance supportive eMicromobility policies
		3.	Enhance e-bike accessibility
	♀	4.	Improve access to secure public and private e-bike parking
Electric Vehicles	ί <u>β</u>	5. Improve access to EV charging in public spaces	
		6.	Improve access to EV charging at home
		7.	Improve access to EV charging at work
		8.	Support affordability of electric vehicles
Utility	ŧ	9.	Proactively manage electricity grid impacts of EV charging
Implementation	۹ ۱۱۱۱	10.	Successfully implement the eMobility Strategy

Table 6 Strategy Objectives

# Objective #1: Incorporate eMicromobility into City planning and outreach

eMicromobility devices are relatively recent additions to New Westminster roads, sidewalks, and multi-use pathways. Integrating and accommodating eMicromobility in City plans and infrastructure requires new user experience considerations. For example, wider and protected bike lanes can accommodate more users at varying speeds. Uneven road surfacing can present safety hazards to eMicromobility with a low wheelbase such as e-scooters and e-skateboards.<sup>19</sup>



In addition, many residents are looking for guidance on the benefits and supports for eMicromobility devices, along with where and how to safely use them. Educational efforts that clarify these benefits and their place in the broader transportation landscape can support eMicromobility adoption.

# Actions

# 1. Apply an eMicromobility lens to the Master Transportation Plan and in other transportationrelated City projects

The City's plans and projects (e.g., infrastructure upgrades, capital projects) should consider accommodating future eMicromobility users. Future updates to the Master Transportation Plan will integrate an eMicromobility lens, identifying ways to support the uptake of these modes as an important piece of the sustainable transportation puzzle. The City will also develop eMicromobility design considerations for other transportation-related plans and projects. Building an eMicromobility lens into City plans and projects needs to include careful consideration of accessibility. Mobility scooters, for example, whether electric or not, must be considered, along with other mobility aids.

# 2. Develop an education campaign for safe use and benefits of eMicromobility

The City will develop educational resources on the benefits and correct use of eMicromobility modes. Resources should be consistent with guidelines and messaging used by neighbouring municipalities, TransLink, and Metro Vancouver.

# Initial equity considerations for further consultation

Building an eMicrobility lens into City plans and projects needs to include careful consideration of accessibility. Mobility scooters, for example, whether electric or not, must be considered, along with other mobility aids.

<sup>&</sup>lt;sup>19</sup> International Transport Forum (2020). *Safe Micromobility*. Accessed online: <u>https://www.itf-oecd.org/sites/default/files/docs/safe-micromobility\_1.pdf</u>

# Objective #2: Advance supportive eMicromobility policies

The safety of eMicromobility users and non-users needs to be prioritized to ensure a positive, equitable transportation experience in New Westminster. Users need clear and consistent guidance on where it is and is not appropriate to ride and how to interact with other users.

The City will work with local municipalities, Metro Vancouver, and industry partners, and advocate to the Province to develop policies and regulations to complement and magnify the impact of the actions in this Strategy.

# Actions

#### 1. Advocate for changes to the *Motor Vehicle Act* to provide clear guidance on eMicromobility

BC's *Motor Vehicle Act* (MVA) provides limited guidance on eMicromobility use. Some eMicromobility devices, such as e-scooters, are currently illegal to operate in the province, except where there is an e-scooter pilot project underway (Part 13 under the MVA). Therefore, the MVA should be updated to provide clear guidance to support and regulate safe eMicromobility use. The City will advocate, with regional partners, to the Provincial Government to update the MVA accordingly.

# 2. Collaborate to develop clear regionally consistent safety guidelines and requirements for eMicromobility

The City will collaborate with neighbouring municipalities, TransLink, Metro Vancouver, and Province to develop consistent guidance on where eMicromobility devices are permitted, and to develop regulations such as establishing maximum speeds to support safe use. The International Transport Forum recommends regulating modes by their maximum speed and weight (for example, regulating low-speed e-scooters and e-bikes as bicycles, and higher-speed micro-vehicles as mopeds).<sup>20</sup> The City will engage with equity-denied populations during development, to ensure these guidelines and requirements advance equity and avoid negative impacts (e.g. further marginalizing people with mobility impairments).

#### 3. Monitor e-scooter pilot programs and assess opportunities for New Westminster

The City will explore ways it can proactively prepare to integrate e-scooter use into its existing transportation corridors when provincial guidance comes into place. The City will monitor provincial regulations, outcomes and lessons learned from the e-scooter pilot in the province and other jurisdictions. <sup>21</sup> The City will also assess and respond to the opportunities in New Westminster. The City can leverage these learnings to develop educational materials and guidelines to ensure e-scooters can be used safely.

<sup>21</sup> Government of British Columbia (2021). *Electric Kick Scooter Pilot Project Regulation*. Accessed online: <u>https://www2.gov.bc.ca/gov/content/transportation/transportation-environment/active-transportation/policy-legislation/motor-vehicle-act-pilot-projects/scooter</u>

Barriers tackled:

<sup>&</sup>lt;sup>20</sup> OECD International Transportation Forum (2020). *Safe Micromobility*. Accessed online: <u>https://www.itf-oecd.org/sites/default/files/docs/safe-micromobility\_1.pdf</u>

#### 4. Advocate for a region-wide approach to road usage charging

The City will work with TransLink and regional partners to establish a regional approach for decongestion or road usage charging, as proposed by TransLink's Transport 2050 strategy and the 2018 Mobility Pricing Independent Commission report. Road usage charging is a mobility pricing tool that manages demand for road space by charging more to drive at busy times of the day or in heavily congested areas. Road usage charges motivate people to change their travel habits, such as by using sustainable transportation modes (including eMicromobility, transit and active transportation), carpooling, avoiding travel during peak periods or using another route if they are able.<sup>22</sup>

#### Initial equity considerations for further consultation

All advocacy efforts should highlight the potential impacts, positive or negative, on vulnerable populations. Accommodations in policy recommendations should be included to ensure equitable access and benefits of the transition to eMicromobility.

<sup>22</sup> Mobility Pricing Independent Commission (2019). *Metro Vancouver Mobility Pricing Study*. Accessed online: <u>https://www.translink.ca/-/media/translink/documents/plans-and-projects/managing-the-transit-network/mobility-pricing/mpic\_commission\_report\_\_final\_\_\_digital\_version.pdf</u>

#### Objective #3: Enhance e-bike accessibility

E-bikes typically have a higher purchase price than conventional bikes. To increase the accessibility of this mode, the City will advocate for additional incentive programs. Shared e-bikes can also reduce the barrier of high upfront costs by switching the higher cost of an e-bike purchase to a smaller subscription fee. In addition, the shared nature of the system transfers much of the security risk associated with e-bike ownership and parking to the e-bike program provider. To support e-bike adoption and improve the accessibility of e-bikes, the City will explore a shared e-bike pilot.



## Actions

#### 1. Advocate for e-bike incentive program(s) and promote current e-bike incentives

E-bikes are a popular eMicromobility mode, but the high upfront cost limits adoption and the current incentives are limited. The current incentives include a PST exemption (which has less impact on the high upfront cost than a purchase incentive) and SCRAP-IT ® program purchase incentive (which requires a household to own and scrap a vehicle). The City will work with TransLink and regional partners in support of provincial programs that provide e-bike purchase incentives.

### 2. Explore a shared e-bike pilot program

The City will explore designing an e-bike pilot program, integrating the key findings from the current e-bike pilot programs offered in other jurisdictions. The City could also consider the shared micromobility guidelines developed by TransLink.<sup>23</sup>

An important aspect of this pilot will be the system in which the e-bikes are stored and secured when not in use. E-bike programs use either docked or dock-less systems. Docked systems ensure e-bike storage is orderly and controlled, but require additional infrastructure and may limit system accessibility. Docked systems also require location planning with transportation partners, such as TransLink. Dock-less

# The City of North Vancouver and other neighbouring

**municipalities** have launched shared e-bike pilot programs. The City of North Vancouver opted to reduce municipal costs by having the service provider cover all program administration and by choosing a dock-less system. The City required costing systems and an equity plan as part of the program operator permit application and used these items as selection criteria.

systems significantly reduce operating costs and increase user parking flexibility, which can support the business case and reduce user costs. In designing a program, a comprehensive review of the benefits and challenges of each system should be undertaken.

<sup>&</sup>lt;sup>23</sup> TransLink (2019). Shared Micromobility Guidelines. <u>https://www.translink.ca/-/media/translink/documents/plans-and-projects/programs-and-studies/translink-tomorrow/shared\_micromobility\_guidelines.pdf</u>

#### Initial equity considerations for further consultation

A shared e-bike system helps make e-bikes more accessible, especially for those who cannot afford the high upfront costs. The design of a potential pilot should ensure access for underserved communities and neighborhoods, and equity-denied groups. The City can define equity areas, as the City of Seattle did with its eMobility system by identifying locations and e-bike use in neighbourhoods based on the City's equity analysis (e.g., areas with a high risk of displacement for marginalized populations and low access to economic opportunities).<sup>24</sup> In addition, access to the shared system could be available for people without smartphones or credit records (e.g., offer a cash payment option at private operators or municipal buildings). Many cities have enabled users to pay for trips with cash to reduce barriers.<sup>25</sup> The City must engage with equity-denied groups to inform these and other aspects in a design of a pilot.

<sup>&</sup>lt;sup>24</sup> City of Seattle (2021). *Bike Share Data Dashboard.* Accessed online: <u>https://www.seattle.gov/transportation/projects-and-programs/programs/bike-program/bike-share</u>

<sup>&</sup>lt;sup>25</sup> Institute for Transportation and Development Policy (ITDP) (2019). *The Electric Assist: Leveraging E-Bikes And E-Scooters for More Livable Cities.* Accessed online: <u>https://www.itdp.org/wp-content/uploads/2019/12/ITDP-The-Electric-Assist-Leveraging-E-bikes-and-E-scooters-for-More-Livable-Cities-Executive-Summary.pdf</u>

## Objective #4: Improve access to public and private secure e-bike parking

Due to their value, e-bikes are at high risk of theft. E-bike users require secure, trusted parking to feel comfortable leaving their device, at home, at work, and on-the-go. The weight of e-bikes makes them difficult to bring them up and down stairs in multi-unit residential buildings (MURBs). E-bikes are often larger than regular bikes and can be challenging to store in small living spaces and may not fit in traditional bike racks.

Secure e-bike parking promotes e-bike adoption and must be available across all neighbourhoods. Secure parking at transit enables users to leave their e-bikes at a station and continue their journey. Secure short-term e-bike storage could also support the shared e-bike pilot if a dock-less system is selected. It also allows e-bikes to be used more often and for more diverse activities beyond recreation.

# Actions

## 1. Map existing public e-bike parking and infrastructure gaps

The City will map out the locations of existing public short- and long-term e-bike parking currently available and planned by the City, TransLink, and others, and identify infrastructure gaps for secure e-bike storage.

#### 2. Invest in secure public e-bike parking at City facilities

The City will invest in e-bike parking for public use. Installing a variety of parking systems can enable more options for users and broader geographic coverage for secure parking. These installations should focus on secure e-bike parking, though these structures typically also enable parking of conventional bikes. Parking can include low-cost traditional bike racks sized for e-bikes with or without a shelter (short-term parking), or long-term secure parking options such as modular bike lockers, and caged storage rooms implemented in existing parking garages (see Table 1).

#### 3. Advocate for expanding secure e-bike parking and storage at transit locations

The City will advocate to TransLink to add secure bike rooms and additional bike lockers and additional bike parking at SkyTrain Stations in New Westminster.<sup>26</sup>

#### 4. Explore developing a program for existing buildings to provide secure e-bike storage

The City will explore the development of a program to support retrofits to offer long-term secure e-bike storage in existing buildings. This retrofit program could include educational and/or financial incentives to support the construction of secure indoor and separated (e.g., caged) storage for e-bikes, which could include charging capacity (e.g., plugs). This program could support e-bike storage in residential (e.g.,



<sup>&</sup>lt;sup>26</sup> TransLink provides a map of its current and planned bike lockers and bike rooms: <u>https://www.translink.ca/rider-guide/bike-and-ride-on-transit/bike-parking</u>

rental and strata buildings), commercial (e.g., workplaces), and institutional (e.g., educational facilities) buildings.

#### 5. Support e-bike security education programs

The City will support programs that educate users on e-bike security best practices and to increase awareness of the secure e-bike parking available in New Westminster. This effort will leverage and support existing efforts by community groups (such as HUB Cycling) who currently offer bike security education programs.

## Initial equity considerations for further consultation

Secure public and private storage should be available across all neighbourhoods. Neighbourhoods with a higher proportion of older buildings without storage or without electrified storage, and areas with higher history of bicycle theft and vandalism may have a greater need for improved secure storage options. All storage should be accessible for multiple user types, those with an electric or conventional bike.

A retrofit program could include an incentive targeted towards rental buildings, or non-residential buildings that serve low-income communities. Again, engagement with equity-denied populations will be critical to successful implementation.

# Objective #5: Improve access to EV charging in public spaces

Public charging stations are an important option for EV drivers who cannot plug in at home or at work, and for drivers who need additional charging while on the go. The geographic distribution and design of public charging stations should ensure that residents have equitable access to EV charging, regardless of their housing type. To advance towards the City's Pollution Free Vehicles Bold Step, residents in New Westminster will need access to a total of 52 Level 2 stations (208 ports) and 5 DCFC stations (15 ports) by 2030.

#### Actions

#### 1. Complete detailed street-level mapping of EV infrastructure gaps

A more detailed street-level mapping should be completed, taking into account existing and planned public and private sector installations and equity considerations.

#### 2. Develop siting guidelines for public infrastructure with a focus on user experience

Level 2 sites should consider the proximity of available electrical power, proximity to activities (e.g., parks, commercial/ retail, schools, community centres, medical centres), proximity to multi-unit residential buildings, visibility, ease of access, and safety.

DCFC stations should be located at sites that are regularly visited but with short visiting times, such as privately owned charging sites, like grocery stores, or City-owned charging sites such as community centres. DCFC siting should also consider proximity to available electrical power.

Siting should include consideration to geographic and equitable distribution. Further considerations include universally accessible parking, well-lit and safe siting, ease of maintenance, cord storage, and ease of payment.

#### 3. Coordinate public charging deployment with shared fleet operators

Shared fleets, such as carshare services, ride-hail services and taxi fleets, can play an important role in reducing reliance on personal vehicles and supporting the City's transportation Bold Steps. While shared fleets typically require dedicated charging infrastructure to ensure access for these heavily used vehicles, the City may be able to facilitate electrification of these shared fleets through coordinated infrastructure deployment. This could include co-located charging sites with shared infrastructure supporting both public charging ports and dedicated charging ports reserved for fleets.

#### 4. Install public charging where network gaps remain

Given the challenging business case for private sector investment in public charging, the City has a critical role to play in investing, owning and deploying stations. The City will monitor the gaps that remain in the publicly accessible charging network where public needs are unfilled by the private sector. The City will



Barriers tackled:

install public charging that it owns and/or operates to fill network gaps. To build internal capacity, the City can continue to engage with municipal, regional, and provincial governments to learn and share best practices for EV charging infrastructure networks.

There is a strong business case for the City to invest in public EV charging infrastructure. In addition to revenues received through providing the EV charging service, the City can receive Low Carbon Fuel Standard (LCFS) credits as the supplier of electricity through its chargers, both of which have the potential to shorten the asset's payback period.

#### 5. Continue to set City charging user fees to support cost recovery and turnover

User fees for the City's EV charging network should be lower than the equivalent cost of fossil fuel transportation. The fee should be high enough to reflect the value of the service, supporting the operator's business case, and ensuring rotation of vehicles (i.e., the fee is not so affordable that customers leave their vehicles for extended periods compared to typical use).

#### Initial equity considerations for further consultation

All residents should have access to DCFC and Level 2 charging regardless of where they live in New Westminster. Ensuring equitable access across the city could mean that proportionally more ports or stations are installed in neighbourhoods with a higher proportion of renters, low-income households, higher density, older buildings, or other qualities that could challenge access.

# Objective #6: Improve access to EV charging at home

As previously described, to progress towards the City's Bold Steps, 95% of parking spaces in multi-unit residential buildings (MURBs) will need to be EV-Ready by 2030. Therefore, preparing these MURBs to enable residents to charge at home is critical to enabling residents to choose electric over fossil fuel-powered vehicles. EV charging in existing single-detached homes was not identified as a significant barrier.

EV Ready upgrades provide the ability to add a charging station to most or all of the parking stalls in a MURB. This significantly reduces the cost per stall and future-proofs the building by accommodating future EV drivers.<sup>27</sup>

# Actions

## 1. Explore developing a financial incentive program for MURB EV-Ready retrofits

The City could provide a top-up financial incentive, in addition to the provincial<sup>28</sup> and federal<sup>29</sup> supports, for MURBs to undertake EV-Ready retrofits. Some retrofits with poor business cases or important equity considerations may require a higher level of support from the City, while some may require less support. In addition, higher levels of support (from the City and senior governments) may be required in the earlier years of the Strategy while EV demand grows but remains relatively low and, therefore, the private investment business case is less attractive.

#### 2. Promote existing educational and financial supports for EV-Ready Retrofits

Education and capacity-building initiatives are needed to help building owners and residents navigate the process of EV Ready upgrades. The City will support local education by promoting existing resources. The BC Government, Plug In BC, BC Hydro and FortisBC have a range of educational materials and guidance that the City will leverage to support building owners and residents in New Westminster.

#### 3. Advocate for EV-Ready retrofit requirements

The City will advocate to the provincial government for EV-Ready retrofit requirements. The Province is responsible for regulating building and construction and, therefore, could introduce requirements for EV-Ready retrofits in existing buildings. The City will also advocate to the federal government for EV-Ready requirements to be included in the upcoming federal Alterations to Existing Buildings retrofit code, aimed to reduce emissions and improve performance in the existing building stock.

Barrier tackled:



<sup>&</sup>lt;sup>27</sup> City of Richmond (2019). *Residential Electric Vehicle Charging: A Guide for Local Governments*. Accessed online: <u>https://www.richmond.ca/\_shared/assets/Residential\_EV\_Charging\_Local\_Government\_Guide51732.pdf</u>

<sup>&</sup>lt;sup>28</sup> Provincial financial and technical supports are available for MURBs through the *CleanBC Go Electric* program: https://goelectricbc.gov.bc.ca/

<sup>&</sup>lt;sup>29</sup> Federal financial support is available for MURBs through the *Zero Emission Vehicle Infrastructure Program*, administered by Natural Resources Canada: <u>https://www.nrcan.gc.ca/energy-efficiency/transportation-alternative-fuels/zero-emission-vehicle-infrastructure-program/21876</u>

# 4. Advocate to include EV-Ready retrofits in financing programs

The City will advocate with regional partners for EV-Ready retrofits to be allowable under financing programs for all building types. Financing for building retrofits can be enabled through provincial legislation (e.g., Property Assessed Clean Energy, or PACE, financing or on-bill repayment). The City will advocate to the provincial government that this legislation should allow EV-Ready retrofits to be an eligible cost for financing. The City will also advocate for EV-Ready retrofits to be allowable under financing programs offered by the regional or provincial governments and associations (e.g., the Federation of Canadian Municipalities).

# Initial equity considerations for further consultation

As the City explores a top-up EV- Ready retrofit incentive, the program could be designed to provide financial support based on local needs. For example, additional support could be provided to rental and non-market buildings or older buildings with more complex electrical requirements. While some low-income residents may be less likely to drive, many need a vehicle for their work or other obligations. In addition, there are many moderate-income households who live in rental MURBs and have little say on building upgrades. Targeting incentives can ensure that the transportation cost benefits and emission reductions of EVs are available to low- and moderate-income households at home, where most drivers prefer to charge.

# Objective #7: Improve access to EV charging at work

Charging at work is a convenient option for drivers who cannot do so at home. Given the long durations people often park at workplaces, they are ideal for Level 2 charging stations. EV-Ready construction future-proofs parking lots by installing electrical infrastructure at the most cost-effective point in a building's life cycle, avoiding expensive retrofits in the future, and allowing employers and building managers to install EV chargers as demand from workers grows.

# Barrier tackled:



# Actions

# 1. Establish EV-Ready requirements for new non-residential buildings

The City will undertake a review to determine appropriate Zoning Bylaw requirements for a proportion of vehicle parking spaces in new non-residential buildings to be EV-Ready. To support alignment in the region, New Westminster could adopt similar requirements for the proportion of stalls in new non-residential buildings as other Metro Vancouver municipalities (see *City of Vancouver Non-Residential Standards* text box). To prepare for the adoption of these requirements, the City will work with the business and development community to review the proposed requirements, address questions and build capacity, following a similar process as the residential EV Ready requirements, which included information sessions to disseminate information.

# Initial equity considerations for further consultation

New requirements for EV Ready spaces should also apply to accessible parking spaces for new nonresidential buildings

<b>City of Vancouver Non-Residential Standards</b> The City enacted the following requirements table in its Parking Bylaw (Section 4) on July 20, 2021.					
Non-residential segment	Minimum percent of stalls required to be EV-Ready	Technology type			
All non-residential buildings (except Hotel and Bed and Breakfast)	45%	L2, with option to substitute DCFC capacity for equivalent L2 capacity			
Hotel and Bed and Breakfast Accommodation	100%	L2, with option to substitute DCFC capacity for equivalent L2 capacity			
Shared vehicle (car-share) stalls	100%	L2, including charging station			
Accessible parking stalls					
Hotels and bed and breakfasts	100%	L2			
All other uses	45%				

# Objective #8: Support affordability of electric vehicles

Affordability is a key barrier to choosing an EV for many drivers due to the higher up-front cost and lack of awareness about the lower operational costs of EVs. Ensuring continued financial and educational support for EVs is critical for adoption.

# Actions

# 1. Advocate for the current level of EV purchase incentives be maintained to 2030

The City will work with regional partners to advocate to the provincial and federal governments to maintain the current levels of incentives. The current EV purchase incentives of up to \$8,000 offered by senior governments are critical to making EVs more affordable and achieving the Pollution Free Vehicles Bold Step, according to modelling and analysis completed by Dunsky.

# 2. Promote existing EV purchase incentives and educational resources

The City will promote existing incentives and provide education on the benefits and logistics of EV ownership through its website and other outreach. These supports can be made by expanding the information presently available on the City website, or by providing links to leading provincial resources (e.g. Emotive and Plug-in BC).

# 3. Advocate to expand efforts to 'scrap' internal combustion engine vehicles

The City will work with regional partners to advocate to the provincial government for additional efforts to reduce the number of internal combustion engine vehicles on the road. Even with high numbers of new EV sales, the long life of vehicles keeps fossil fuel emitting vehicles on the road. Removal and/or replacement of these vehicles through incentive programs, such as BC's SCRAP-IT® Program, can support the affordability of EVs. These programs should be designed with a careful assessment of operational emission reduction while accounting for life-cycle vehicle emissions.

# 4. Explore creating low- or zero-emission zones in New Westminster

The City will explore creating low- or zero-emission zones. These zones are areas where cities designate that, by some point in the future, only people walking, rolling, biking or driving EVs and other zero-emission vehicles may access the area. These zones provide additional incentive for EV ownership, while also reducing congestion and improving air quality.

# Initial equity considerations for further consultation

Even with financial incentives, new personal vehicles, including EVs, remain out of reach for many households and the current low availability of used EVs further limits access. Based on these challenges, agencies serving equity-denied populations may be better placed to take advantage of incentives to electrify fleets. Consultation with equity-denied groups could assess if or how EVs could support their transportation needs. Supporting the uptake of EVs will need to be balanced with the implementation of

# 000

Barrier tackled:

other objectives such as supporting eMicromobility and carsharing and collaborating with TransLink to expand the convenience and accessibility of transit.

# Objective #9: Proactively manage electricity grid impacts of EV charging

The City is in a unique position because it owns and operates its own electric utility. Together, the City and the Utility can prepare for increased EV charging demand to achieve the anticipated benefits and mitigate the expected peak impacts. The City can take near-term actions to future-proof the grid for EV charging demand by encouraging the adoption of networked 'smart' chargers, which can communicate with the Utility.



As the adoption rates of EVs continue to increase, so will their demand for

electricity. The City and the Utility can prepare for these future demands by monitoring EV adoption and planning for EV load management.

# Actions

# 1. Explore the development of a networked or 'smart' charging incentive pilot

The City will explore the development of a smart charger incentive pilot. While exploring the development of this pilot, the City will look to the key findings of other Utilities that have implemented similar pilots (e.g., Nova Scotia Power).

The pilot could be completed in multiple phases. For example, a first stage could require data sharing on usage to examine EV charging patterns and mitigation strategies. Building on the usage patterns of the first phase, the program could expand to include controlling charge times for customers who opt-in.

# 2. Develop educational materials on the benefits of networked or 'smart' charging

The City will develop educational materials on the benefits of networked charging for residents to encourage the adoption of networked chargers over non-networked chargers. These efforts should be integrated with the City's broader EV education efforts.

# 3. Continue to monitor EV uptake and forecast the anticipated impacts of adoption

The City will direct the Utility to plan for additional load impacts of EVs on the Utility – in line with the EV adoption forecasts set out in this Strategy – and provide regular reports on how they are updating their operations to prepare for increased EV adoption. These impacts should be considered along with current forecasts and the other disruptive trends such as building heating electrification.

# 4. Plan for the future development of an EV load management program

The City and Utility will begin planning for the development of a future EV load management program. This plan should integrate EV adoption and charging demand forecasts. The plan should also include proactive interventions to manage these impacts, such as strategies to shift the timing of EV charging demand.

# Initial equity considerations for further consultation

In a potential smart charger incentive program, the City could explore higher levels of incentives or offering incentives only to households that are typically underserved (e.g., lower-income households).

The long-term electricity benefits and costs of EV electricity use and peak demand should be monitored to ensure there are no repercussions to ratepayers. Electric vehicles have the potential to provide overall benefits to all electricity ratepayers, including non-EV owners, by better distributing energy production costs and potentially avoiding increases to electricity rates. By encouraging EV owners to charge overnight when there is excess capacity on the grid, smart charging can ensure that the increased revenue from electricity sales to EV owners outweighs any additional cost required for capacity upgrades to serve those EVs. This concept is referred to as "beneficial load growth" and can lead to lower electricity rates for all ratepayers. However, if peak demand is not managed and more infrastructure is required, all ratepayers could have to fund these upgrades, increasing rates and making energy less affordable.

# Objective #10: Successfully implement the eMobility Strategy

This Strategy, including its goals, objectives, and actions, is intended to be a living document that will evolve with changes in policies, legislation, and technologies over time. While key staff in specific departments, such as Climate Action, Planning and Development, Engineering, and the Electrical Utility, will take a lead role in implementing a number of this Strategy's projects, all City staff play a role in advancing the collective goals. There is a lot of work ahead, but through thoughtful implementation, these actions can build a more accessible, more connected, safer, and resilient city. Successful implementation of the Strategy requires funding, including for a new staff position, monitoring and reporting, and project prioritization.

# Actions

# 1. Create and hire an eMobility Specialist staff position to lead and support the eMobility Strategy

To support the implementation of the eMobility Strategy, one full-time employee will need to be assigned to progress the actions and oversee the objectives.

# 2. Leverage external funding opportunities.

To fund the implementation of the eMobility Strategy, it will be important to continue looking for and leveraging external and emerging funding sources, such as from senior governments, particularly for the expansion of the City's public charging network. Natural Resources Canada offers programs to help deploy zero-emission vehicle charging in public places, on-street charging, workplaces, and multi-unit residential buildings.

The City could also consider using revenue from City-owned EV charging stations to fund the Strategy. This revenue could come from user fees and BC's Low Carbon Fuel Standard (LCFS) credits. The LCFS allows participants who own EV charging stations to generate credits in proportion to the amount of electricity dispensed to fuel EVs.

Other sources of potential funding streams include the Federation of Canadian Municipalities programs and the Investing in Canada Infrastructure Program. The BC government also offers several incentive programs to support public and private charging infrastructure.

# 3. Apply an equity lens to implementation and engage with equity-denied groups

Equity will be a key consideration in determining how actions are implemented. Each action recommended in this Strategy must be implemented with nuance, whether it is ensuring equitable access to EV charging across neighbourhoods and for renters, crafting eMicromobility regulations and guidelines that do not further marginalize people with mobility impairments, or developing an e-bike share system that allows payment without a credit card. To get it right, it will be critical to engage with representatives of diverse equity-denied groups as programs, policies and regulations are developed.

Applying an equity lens will also mean considering the bigger picture of how resources are allocated. During consultation for another climate plan, representatives of equity-denied groups flagged that lowincome people often struggle to afford a bus pass or a second-hand bike, and that eMobility is quite out of reach. In this context, climate action on eMobility needs to be considered with other more equityenhancing action. The action prioritization tool described below will help with this decision-making process.

# 4. Create an action prioritization tool

The City will develop a tool to prioritize the actions outlined in this Strategy and other climate plans, to support implementation scheduling. This matrix could include financial considerations, GHG emission reductions and internal carbon pricing, current and future capital and infrastructure planning processes, project lead times, and other analytical tools. An equity lens will also be needed. Using a prioritization tool for implementation of all climate actions will help ensure the City takes the most strategic action possible.

# 5. Monitor and report on the Strategy under the Climate Action and Environment Key Performance Indicators

Regular monitoring and reporting are an integral part of this Strategy's impact on the eMobility landscape. Through the City's Climate Action and Environment Key Performance Indicators (KPI) Report, the City is actively monitoring and reporting metrics that directly and indirectly align with the eMobility Strategy's objectives. The alignment of these initiatives means that the success of the Bold Steps measured in the Climate Action and Environment KPI report will reflect the success of the eMobility Strategy.

Data collection should be integrated into each action as it is implemented to ensure that the data is available for each action for monitoring and reporting. For example, key metrics can be incorporated into rebate or program designs, or existing annual reporting mechanisms to streamline reporting. Further, the proportion of any funding allocated for equity-denied groups should be assessed as a proportion of the annual spending as a consideration for the focus on ensuring equitable access to eMobility. To assess impact, an analysis of the trends in the metrics collected should be completed.

During the Climate Action and Environment KPI reporting process, a comprehensive review of the eMobility Strategy's implementation will also be conducted to ensure the City is on track to meet its objectives and targets. The review may include changing and adding actions as necessary to ensure the resources needed to reach the eMobility Strategy's goals and the larger Bold Steps for Climate Action are included in the five-year capital planning process. As the Climate Action KPIs evolve over time to reflect emerging priorities, this Strategy will also be reviewed to ensure any new and applicable quantitative and qualitative performance indicators are considered.

# eMobility Roadmap

The following table summarizes the Objectives and Actions of this Strategy, along with the lead departments, estimated cost, and timeline.

	Objectives	Barrier Tackled		Actions	Lead Department	Estimated Cost	Recom mended Launch	Timeline
	1. Incorporate eMicromobility into City	-		Apply an eMicromobility lens to the updated Master Transportation Plan and in other transportation-related City projects	Engineering	\$	Short Term	Ongoing
	planning and outreach		1.2	Develop an education campaign for safe use and benefits of eMicromobility	Climate Action	\$	Short Term	Short Term
			2.1	Advocate for changes to the <i>Motor Vehicle Act</i> to provide clear guidance on eMicromobility	Engineering	N/A	Short term	Ongoing
	2. Advance supportive	45 <sup>4</sup>	2.2	Collaborate to develop clear regionally consistent safety guidelines and requirements for eMicromobility	Engineering	N/A	Short Term	Ongoing
	eMicromobility policies	romobility (	Climate Action	N/A	Medium Term	Ongoing		
ility			2.4	Advocate for a region-wide approach to road usage charging	Engineering	N/A	Long Term	Ongoing
eMicromobility	3. Enhance e- bike accessibility		3.1	Advocate for e-bike incentive program(s) and promote current e-bike incentives	Climate Action	N/A	Short Term	Ongoing
eMic		<b>Q</b>	3.2	Explore a shared e-bike pilot program	Engineering	\$\$	Short Term	Medium term
			4.1	Map existing secure public e-bike parking and infrastructure gaps	Climate Action, Engineering	\$\$	Short Term	Short Term
	4. Improve		4.2	Invest in secure public e-bike parking City facilities	Engineering	\$\$ - \$\$\$	Short Term	Long Term
	access to public and private secure e-bike	ivate       4.3       Advocate for expanding secure e-bike parking and storage at transit locations         e-bike       4.3       Advocate for expanding secure e-bike parking and storage at transit locations	Engineering	N/A	Ongoing	Ongoing		
	parking		4.4		Climate Action, Engineering	\$ - \$\$\$	Medium Term	Long Term
			4.5	Support e-bike security education programs	Climate Action	\$	Short Term	Short Term

	Objectives	Barrier Tackled		Actions	Lead Department	Estimated Cost	Recom mended Launch	Timeline					
Electric Vehicles	5. Improve access to EV charging in public spaces		5.1	Complete detailed street-level mapping of EV infrastructure gaps	Climate Action	\$	Short Term	Short Term					
				5.2	Develop siting guidelines for public infrastructure with a focus on user experience	Climate Action, Engineering	\$	Short Term	Short Term				
			5.3	Coordinate public charging deployment with shared fleet operators	Climate Action, Engineering	N/A	Short Term	Ongoing					
		5.4	Install public charging where network gaps remain	Climate Action, Engineering	\$\$\$	Short Term	Long Term						
			5.5	Continue to set City charging user fees to support cost-recovery and turnover	Climate Action, Electric Utility	N/A	Ongoing	Ongoing					
	6. Improve access to EV charging at home		6.1	Explore developing a program to provide financial incentives for MURB EV-Ready retrofits	Climate Action, Engineering	\$\$\$	Short Term	Long Term					
								6.2	Promote existing educational and financial supports for EV-Ready Retrofits	Climate Action	N/A	Short Term	Ongoing
			6.3	Advocate for EV-Ready retrofit requirements	Climate Action	N/A	Short Term	Ongoing					
			6.4	Advocate to include EV-Ready retrofits in financing programs	Climate Action	N/A	Short Term	Ongoing					
	7. Improve access to EV charging at work		7.1	Establish EV Ready requirements for new non-residential buildings	Climate Action, Planning & Development	\$	Short term	Medium Term					
		000	8.1	Advocate to ensure current EV purchase incentive level is maintained to 2030	Climate Action	N/A	Ongoing	Ongoing					
	8. Support affordability of			8.2	Promote existing EV purchase incentives and educational resources	Climate Action	N/A	Ongoing	Ongoing				
	electric vehicles		8.3	Advocate to expand efforts to 'scrap' internal combustion engine vehicles	Climate Action	N/A	Ongoing	Ongoing					
			8.4	Explore creating low- or zero emission zones in New Westminster	Climate Action	N/A	Long Term	Long Term					

	Objectives	Barrier Tackled		Actions	Lead Department	Estimated Cost	Recom mended Launch	Timeline	
			9.1	Explore the development of a networked or 'smart' charging incentive pilot	Electric Utility	\$\$\$	Short Term	Long Term	
I Itility	9. Proactively manage	Æ	9.2	Develop educational materials on the benefits of networked or 'smart' charging	Climate Action	\$	Short Term	Short Term	
i¥ -	impacts of EV charging	9.3 Continue to monitor EV uptake and forecast the antio	Continue to monitor EV uptake and forecast the anticipated impacts of adoption	Climate Action	N/A	Short Term	Ongoing		
					9.4	Plan for the future development of an EV load management program	Electric Utility	\$\$	Medium Term
			10.1	Create and hire an eMobility Specialist staff position to lead and support the eMobility Strategy	Climate Action, Engineering	\$\$\$	Short Term	Ongoing	
aci			10.2	Leverage external funding opportunities	Climate Action	\$	Short Term	Ongoing	
	10. Successfully implement the eMobility Strategy		10.3	Apply an equity lens to implementation and engage with equity-denied groups	Climate Action	\$	Short Term	Ongoing	
- m			10.4	Create an action prioritization tool	Climate Action	\$	Short Term	Short Term	
			10.5	Monitor and report on the Strategy under the Climate Action and Environment Key Performance Indicators	Climate Action	N/A	Ongoing	Ongoing	

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Access to charging at home	High upfront cost	Access to charging at work	Lack of secure parking	Lack of safe routes	Infrastructure
		Estimat	ted costs		
\$	<\$100,000	\$\$	\$100,000-\$500,000	\$\$\$	>\$500,000
unsky   buildings + industry	• energy • mobility				

# Outlook to 2050

The transportation landscape will continue to evolve, driven by climate action, public policy, technology availability and personal preferences. To best support transportation decarbonization, the City should track Strategy metrics and emerging trends in the sector.

Looking to 2050, the transportation landscape is expected to evolve dramatically. The current and growing policy landscape in New Westminster and other levels of government to shift towards clean transportation options will encourage innovative solutions and new choices for travel. The rapid growth of the car-share industry suggests that shared vehicles for personal transportation will become commonplace.<sup>30</sup> These vehicles will also become further integrated into new building developments and transit systems as private organizations and governments look to improve regional and local connectivity. Autonomous vehicle operation will be increasingly integrated into the vehicle options, which will generate new policy and safety requirements.<sup>31</sup>

It is anticipated that the vast majority of motorized passenger vehicles will be zero-emission after 2035, in line with the forthcoming federal ZEV mandate. By 2050, vehicle turnover is expected to result in most of the internal combustion engine vehicles off the road in Canada.<sup>32</sup> Metro Vancouver may have taken further steps to discourage internal combustion engine vehicles by introducing regional mobility pricing to accelerate the shift to low-carbon transportation, manage congestion, and improve local air quality. Medium- and heavy-duty vehicle traffic will shift to low-carbon, which may be accelerated by the establishment of low- or zero-emission zones. These zones may change the way goods are delivered in urban areas, creating an opportunity to complete local delivery with smaller, low-carbon last-mile delivery modes.

The City should monitor the rise of innovative technologies by tracking the results of provincial or federal pilot programs and exploring how the City's policies and programs can proactively support new technologies in alignment with the City's Bold Steps and other policies.

Transportation offers an important opportunity today and into the future to transform daily life in New Westminster and significantly reduce emissions. The City has taken an early and important leadership role in innovating urban transportation through eMobility. Looking ahead, the City of New Westminster can continue to leverage innovative transportation technologies and approaches to achieve its significant climate and community goals.

<sup>31</sup> BLG (2021). Autonomous vehicles: Canada's readiness for the future Accessed online: https://www.blg.com/op/ipsights/2021/12/autonomous.vehicles.canadas.readiness.for.the

https://www.blg.com/en/insights/2021/12/autonomous-vehicles-canadas-readiness-for-the-future <sup>32</sup> ICF (2021). *Grid Readiness Report prepared for Natural Resources Canada*. Accessed online: https://www.nrcan.gc.ca/sites/nrcan/files/Executive%20Summary%20ICF\_English.pdf

<sup>&</sup>lt;sup>30</sup> VanCity (2018). *Changing Gears: Exploring the car-sharing culture shift in Metro Vancouver*. Accessed online: <u>http://danskedelebiler.dk/wp-content/uploads/2018/04/Vancouver-unders%C3%B8gelse.pdf</u>



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# Attachment 3 eMobility Strategy Engagement Summary

# EMOBILITY STRATEGY ENGAGEMENT SUMMARY

# Round 1 Engagement – Developing the Draft

# Online Workshop #1

On July 15, 2021 the City held a workshop with members of industry, public-sector, academia, and community organizations to solicit input into the eMobility Strategy and collect feedback on the work completed to date. During this workshop, participants shared their perspectives on possible actions the City can take to support different modes of electric transportation in the community. Overall, there was a strong level of support for many of the actions that were proposed. Staff also received feedback on what was potentially missing. These thoughts and perspectives were collected via Mural Board, a collaborative online whiteboard tool.

# Online Workshop #2

On September 23, 2021 the City held a workshop with members of industry, publicsector, academia, and community organizations to solicit input on the eMobility Strategy's draft actions and the approach to implementation. During this workshop, participants shared their perspectives on the timing, equity, safety, and collaboration considerations that need to be taken into account during the eMobility Strategy's implementation. These thoughts and perspectives were collected via Mural Board, a collaborative online whiteboard tool.

# eMobility Actions Survey

An online community survey was held from August 27 to September 19, 2021 to solicited feedback on priority actions. The survey asked questions about priorities related to micro-mobility and electric vehicles, as well as personal preferences related to charging. In total, 139 community members completed the survey, and the high-level results are summarized below.

Priorities on e-bikes and micro-mobility:

• Respondent's indicated that the City's first priority should be to build secure public e-bike and micro-mobility parking at strategic locations. Launching a shared e-bike pilot project was also considered to be a high priority item.

Priorities on EV charging and use:

 Respondent's indicated that the City's primary priorities should be to build public EV fast-charging hubs and install Level 2 curbside EV chargers in the City's neighbourhoods.

Priorities on EV charging locations:

 To better understand where the City should be installing EV charging infrastructure, respondents were asked where the next best charging locations would be. Respondent's indicated that the most preferred location would be in a neighbourhood, public parking lot, or curbside. This was followed by workplace charging as the next most preferential location.

General thoughts and perspectives:

 Respondents were also given an opportunity to provide additional thoughts on the draft actions. Overall, there was a general theme that the City should prioritize building EV charging infrastructure and developing policies as ways to reduce EV adoption barriers, rather than creating or supplementing financial incentives. In addition to infrastructure needs, we also heard that a clear understanding of the rules and regulations of micromobility use is needed to ensure the safety of both eMobility users and non-users.

# Round 2 Engagement – Reviewing of the Draft

The revised draft Strategy was posted on Be Heard New West, and the community was invited to comment, from April 7 to April 29, 2022. The opportunity for final feedback was advertised through Be Heard New West, City Page, the City webpage, and social media. Fourteen comments were received. These were largely supportive, including expressions of:

- support for prioritizing active transportation (eMicromobility) over driving (EVs); and
- support for more public charging stations, especially in apartment neighbourhoods where retrofitting parkades is challenging.

The draft Strategy was also circulated groups and individuals who participated in workshops during the development of the Strategy. Three supportive emails with constructive comments were received, from someone on the Vancouver Persons with Disabilities Advisory Committee, a representative from Modo Car Share, and a representative from HUB Cycling. Comments were focused around the bringing an accessibility lens to eMicromobility, ensuring EV incentives are equitable, and building on existing bike education and safety programs.



# R E P O R T Engineering Services

Subject:	Komagata Maru Dock water lot lease a Agreement No. NEW326-10551F-002	agreement	renewal – Amending
		Item #:	2022-466
From:	Lisa Leblanc Director of Engineering Services	File:	05.1035.10 (DOC #2097520)
To:	Mayor Coté and Members of Council	Date:	June 27, 2022

# RECOMMENDATION

**THAT** Council authorize the Mayor and City Clerk, on behalf of the City of New Westminster, to execute Amending Agreement No. NEW326-10551F-002 between the City of New Westminster and Vancouver Fraser Port Authority as provided in Attachment #1 of this report.

# **PURPOSE**

To seek Council authorization to enter into a Lease agreement with the Vancouver Fraser Port Authority and to authorize the Mayor and City Clerk to sign, for the water lot within which the Komagata Maru Dock in Queensborough is located.

# BACKGROUND

The Komagata Maru Dock in Queensborough, which is located on a water lot fronting Port Royal in the Annacis Channel, is leased from the Vancouver Fraser Port Authority. To continue leasing that water lot for the dock to remain in place, the City must enter Amending Agreement No. NEW326-10551F-002 with the Vancouver Fraser Port Authority.

The Lease Agreement requires renewal every 5 years and Council approval of the Agreement is required.

# ANALYSIS

This agreement is an amendment to an existing lease agreement (Lease No. NEW326-10551F-001, provided as Attachment #2 of this report) dated July 1, 2017 and set to expire on June 30, 2022, to extend the term by five (5) years, set the rent payable for the term, as well as update the City's contact information.

In order for the agreement to be executed, Council must delegate authority to the Mayor and City Clerk.

# FINANCIAL IMPACT

The total rent payable for the five (5) year term is \$3,437.44, plus GST and will utilize funds from the 2022 Operating Budget.

# INTERDEPARTMENTAL LIAISON

Interdepartmental liaison to date has included coordination and review with Legal Services.

# **OPTIONS**

The following options are presented for Council's consideration:

- 1. **THAT** Council authorize the Mayor and City Clerk, on behalf of the City of New Westminster, to execute Amending Agreement No. NEW326-10551F-002 between the City of New Westminster and Vancouver Fraser Port Authority as provided in Attachment #1 of this report.
- 2. **THAT** Council provide staff with other direction.

Staff recommend option 1.

# CONCLUSION

Extension of the lease agreement is necessary for continued operation of the Komagata Maru Dock in Queensborough within the water lot fronting Port Royal in the Annacis Channel. Staff recommend that Council approve the execution of Amending Agreement No. NEW326-10551F-002 as outlined in this report.

# ATTACHMENTS

Attachment #1 – Amending Agreement No. NEW326-10551F-002 Attachment #2 – Lease No. NEW326-10551F-001 This report was prepared by: Michael Leong, P.Eng., Transportation Planning Engineer

This report was reviewed by: Mike Anderson, P.Eng., MCIP, RPP, Acting Manager, Transportation

This report was approved by: Lisa Leblanc, Director of Engineering Services Lisa Spitale, Chief Administrative Officer



# Attachment # 1 Amending Agreement No. NEW326-10551F-002

# AMENDING AGREEMENT NO. NEW326-10551F-002

# VANCOUVER FRASER PORT AUTHORITY

# ΤО

# CORPORATION OF THE CITY OF NEW WESTMINSTER

DATED: As of July 1, 2022

AUTHORITY: Submission No. RE224-12 dated May 19, 2022 and approved on June 8, 2022

REFERENCE: Amendments to Lease No. NEW326-10551F-001 dated July 1, 2017 to extend the Term by FIVE (5) years, set rent payable for the extended Term and update the contact information for the Tenant

# LOCATION: Fronting Port Royal in Annacis Channel, City of New Westminster, Province of British Columbia

THIS AMENDING AGREEMENT made effective as of the 1<sup>st</sup> day of July, 2022

#### **BETWEEN:**

**VANCOUVER FRASER PORT AUTHORITY**, a corporation established pursuant to the *Canada Marine Act*, and having an office at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, V6C 3T4

(the "Authority")

### AND:

**CORPORATION OF THE CITY OF NEW WESTMINSTER,** a municipal corporation having an office at 511 Royal Avenue, New Westminster, British Columbia, V3L 1H9

(the "Tenant")

### WHEREAS:

- A. By Lease No. NEW326-10551F-001 dated July 1, 2017 (the "Lease") the Authority demised unto the Tenant that certain waterlot area totalling some 364 square metres, more or less, located in the City of New Westminster, Province of British Columbia (the "Leased Premises") for the purposes of operating a public dock and passenger ferry service on a not-for-profit basis (with no liveaboards or overnight moorage permitted) and a debris boom; and
- B. The parties hereto wish to amend the Lease to extend the Term by FIVE (5) years from July 1, 2022 to June 30, 2027, set rent payable for the extended Term and update the contact information for the Tenant.

**NOW THEREFORE,** in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

- 1. Unless otherwise specified or the content otherwise requires, capitalized words used but not defined in this Amending Agreement have the meanings given in the Lease.
- 2. The Term of the Lease is hereby extended for FIVE (5) years commencing on July 1, 2022 and ending on June 30, 2027 (the "Extended Term").
- 3. During the Extended Term, the Tenant shall pay the Authority, in lawful money of Canada, rent in the sum of THREE THOUSAND FOUR HUNDRED THIRTY SEVEN DOLLARS AND FORTY FOUR CENTS (\$3,437.44), plus GST, on or before the Commencement Date.
- 4. The contact particulars for the Tenant under Section 16.06 of the Lease shall be deleted in its entirety and replaced with the following:

"If to the Tenant:
Corporation of the City of New Westminster
511 Royal Avenue
New Westminster, British Columbia
V3L 1H9
Attention:
Lisa Leblanc, Director, Engineering Services
Email:
Ileblanc@newwestcity.ca

5. This Amending Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. A signed copy of this Amending Agreement delivered by facsimile, electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amending Agreement.

Any electronic signatures of the parties included in this Amending Agreement are intended to authenticate this writing and shall have the same force and effect as manual signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

- 6. This Amending Agreement and all of the provisions hereof shall enure and be binding upon the parties hereto and their respective successors, administrators and permitted assigns.
- 7. All other terms and conditions in the Lease shall continue to apply, *mutatis mutandis*.

[Remainder of Page Intentionally Blank]

8. Time is of the essence of this Amending Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Amending Agreement as of the day and year set out below.

SIGNED AND DELIVERED on behalf of **VANCOUVER FRASER PORT AUTHORITY** by its authorized signatories:

Director, Real Estate

Date:

Corporate Secretary

Date:

SIGNED AND DELIVERED on behalf of CORPORATION OF THE CITY OF NEW WESTMINSTER

by its authorized signatory(ies):

Print Title:

Date:

Print Title:

Date:



APPROVED



# Attachment # 2 Lease No. NEW326-10551F-001

### NO. NEW326-10551F-001

### LEASE

### VANCOUVER FRASER PORT AUTHORITY

# то

# CORPORATION OF THE CITY OF NEW WESTMINSTER

- DATED: As of July 1, 2017
- AUTHORITY: Submission No. RE261-17 dated and approved on June 22, 2017
- REFERENCE: Certain waterlot area, labelled Parcel "A", totalling some 364 square metres, more or less, fronting: (1) Lot 100, District Lot 757, Group 1, and Part of the Foreshore and Bed of Annacis Channel of the Fraser River, New Westminster District, BCP19020 Except: Plans EPP35804 and EPP46197; and (2) Lot 1, District Lot 757, Group 1, and Part of the Foreshore and Bed of Annacis Channel of the Fraser River, New Westminster District, Plan LMP38387, City of New Westminster, Province of British Columbia
- LOCATION: Fronting Port Royal in Annacis Channel, City of New Westminster, BC
- LEASE PLAN: 2017-107 dated June 22, 2017

NOTES:	Changes:	Sections 1.01, 1.02, 2.01, 3.01, 11.01, 16.06;
	New:	Section 16.13; Schedule "B"-Insurance-Section III
		(Watercraft);
	Deleted:	Section 15 (Security Deposit); Schedule "B"-Insurance-orig.
		Sections III (Automobile), IV (Property), V (Boiler), VI
		(Business), VII (Stevedoring); Schedule "B"-Insurance-
		General-orig. subparas. (b), (c), (d);

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# ATTACHMENTS

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Schedule "A" - Lease Plan No. **2017-107 dated June 22, 2017** Schedule "B" - Insurance Requirements Schedule "C" – Special Conditions - **None**  THIS LEASE made the 1st day of July, 2017

#### **BETWEEN**:

**VANCOUVER FRASER PORT AUTHORITY**, a corporation established pursuant to the *Canada Marine Act*, having an office at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, V6C 3T4

(the "Authority")

AND:

CORPORATION OF THE CITY OF NEW WESTMINSTER, a municipal corporation having an office at 511 Royal Avenue, New Westminster, British Columbia, V3L 1H9

(the "Tenant")

**IN CONSIDERATION** of the rents, covenants and obligations contained in this Lease, the parties agree as follows:

#### **1.0 DEMISE AND TERM**

#### 1.01 Leased Premises

The Authority hereby leases to the Tenant that parcel of land and/or waterlot, together with all buildings and improvements, more particularly described as that certain waterlot area, labelled Parcel "A", totalling some 364 square metres, more or less, fronting: (1) Lot 100, District Lot 757, Group 1, and Part of the Foreshore and Bed of Annacis Channel of the Fraser River, New Westminster District, BCP19020 Except: Plans EPP35804 and EPP46197; and (2) Lot 1, District Lot 757, Group 1, and Part of the Foreshore and Bed of Annacis Channel of the Fraser River, New Westminster District, Plan LMP38387, in the City of New Westminster, Province of British Columbia, as shown on Lease Plan No. 2017-107 dated June 22, 2017, a copy of which is attached as Schedule "A" (the "Leased Premises").

#### 1.02 **Term**

The term of this Lease shall be **FIVE (5)** years (the "Term") commencing on the **1st** day of **July, 2017** (the "Commencement Date") and ending on the **30th** day of **June, 2022** (the "Termination Date").

#### 1.03 Title

The Tenant shall have no recourse against the Authority or against Her Majesty the Queen in Right of Canada should title to the Leased Premises prove to be defective or should this Lease prove ineffective by reason of any defect in title.

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### 2.0 PURPOSE

2.01 The Tenant shall use the Leased Premises for the purposes of **operating a public dock and passenger ferry service on a not-for-profit basis (with no liveaboards or overnight moorage permitted) and a debris boom**, and for no other purpose whatsoever without the prior written consent of the Authority, which consent may be withheld for any reason whatsoever.

#### 3.0 RENT

#### 3.01 Amount of Rent

The Tenant shall pay the Authority rent in the sum of **TWO THOUSAND SEVEN HUNDRED SIX DOLLARS AND NINETY EIGHT CENTS (\$2,706.98)**, plus goods and services tax ("GST") for the Term, payable in advance, without prior demand, deduction, abatement or set-off, on or before the Commencement Date (the "Rent").

Payments shall be applied first towards amounts outstanding under the Lease and in such a manner as the Authority may see fit.

#### 3.02 Net Lease

The Tenant shall pay all costs, charges or expenses of any nature whatsoever arising from or relating to the Leased Premises during the Term, and the Rent shall be absolutely net to the Authority and such expenses shall not entitle the Tenant to any abatement or set-off or to reduce the Rent.

#### 3.03 **Rents in Arrears**

Nothing contained in this Lease shall be construed as compelling the Authority to accept any payment of Rent in arrears should the Authority elect to apply its remedies under any Section of this Lease in the event of default by the Tenant.

## 4.0 ASSIGNMENT AND SUBLETTING

4.01 The Tenant shall not assign this Lease or any interest herein or sublet or otherwise part with or set over possession of all or any part of the Leased Premises, or grant any licence or concession within or relating to the Leased Premises, without the prior written and specific consent of the Authority, which consent may be withheld for any reason.

# 5.0 CONDITION OF PREMISES

5.01 The Tenant acknowledges and agrees that the Leased Premises are being leased on an "as is" basis in all respects, including but not limited to access and environmental condition. The Tenant accepts the Leased Premises in their present condition and subject to the reservations, terms and conditions of this Lease and agrees that it will not advance a claim or seek reimbursement or indemnity for any costs or damages related to:

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- (a) the Leased Premises not being suitable for use by the Tenant;
- (b) the Tenant being unable to access the Leased Premises;
- (c) where appropriate, the Tenant being unable to obtain or maintain riparian consent;
- (d) the Leased Premises being or being found to be contaminated; or
- (e) remedial action is required as a result of contamination on or of the Leased Premises.

### 6.0 COMPLIANCE WITH ENVIRONMENTAL AND OTHER LAWS

6.01 The Tenant shall at all times and in all respects comply with and abide by all applicable statutes, laws, by-laws, regulations and orders from time to time in force and effect including, without limiting the generality of the foregoing, all applicable environmental, labour and safety laws and regulations, the *Port Authorities Operations Regulations* and the *Canadian Environmental Assessment Act 2012*.

### 6.02 Authority By-Laws

The Tenant shall comply with all rules, regulations, by-laws, notices and directions which may from time to time be established by or on behalf of the Authority affecting the Leased Premises or any part thereof and including, without limitation, all tariffs, rates, tolls and charges established from time to time by the Authority pursuant to the Authority's Fee Document, as amended or replaced from time to time.

# 7.0 DAMAGE OR DESTRUCTION

- 7.01 The Tenant shall promptly notify the Authority of any damage or destruction to the Leased Premises and if, in the sole opinion of the Authority, the Leased Premises are substantially damaged or destroyed at any time during the Tenant's use or occupation by a peril which would be insured by the policies of insurance referred to in Schedule "B" and such other policies as the Tenant may from time to time be obliged to maintain, the Tenant shall forthwith proceed to repair or rebuild the Leased Premises at its sole cost and expense unless otherwise agreed to by the Authority, so as to restore the Leased Premises to the same condition as required to be maintained during the Term.
- 7.02 If, in the sole opinion of the Authority, the Leased Premises are rendered unfit for the Tenant's occupancy or use at any time during the use or occupation of the Leased Premises pursuant to this Lease by a peril other than those specifically referred to in Section 7.01 above then, at the option of either the Authority or the Tenant exercised by giving written notice to the other party within NINETY (90) days of the date of such damage or destruction, this Lease may be terminated. If neither party terminates this Lease for such peril, then the Tenant shall rebuild the Leased Premises forthwith at its sole cost and expense.

7.03 No damage or destruction to the Leased Premises shall in any way entitle the Tenant to any abatement of rent or to abrogate, defer or suspend the Tenant's full compliance with this Lease.

#### 8.0 TAXES

8.01 The Tenant shall pay as and when they fall due, all taxes and any and all levies, rates and charges assessed or levied by any third parties in respect of the Leased Premises or in respect of any business or activity carried on, in, or in connection with the Leased Premises, and all taxes, rates, charges and levies of whatever description assessed in respect of any fixtures, machinery and equipment installed or maintained on the Leased Premises. The Tenant may dispute the lawfulness, applicability or amount of any of the foregoing directly with those third parties entirely at its sole cost and responsibility.

### 9.0 TENANT COVENANTS

The Tenant covenants as follows:

#### 9.01 Charges

The Tenant shall pay all charges for water, sewer, electricity, gas, telephone and other utilities as and when they fall due.

#### 9.02 **Repair and Maintenance**

The Tenant shall perform such maintenance or effect such repairs, at its own expense, as may be necessary to keep the Leased Premises in good order and repair to the satisfaction of the Authority. The Tenant shall leave the Leased Premises in good condition and good and substantial state of repair at the expiration or sooner determination of the Term.

#### 9.03 Inspections

The Tenant shall permit the Authority and its servants, agents, employees, contractors and representatives, at all reasonable times during the Term, to enter and examine the condition of the Leased Premises for the purpose of determining site conditions, including subsurface conditions and the state of maintenance and repair of the Leased Premises and any fixture located thereupon. The Authority may give notice to the Tenant to perform any such maintenance or effect such repairs as may be necessary in the Authority's opinion from time to time, and the Tenant shall effect such maintenance and repairs within a reasonable period of time or within such period of time as may be stipulated by the Authority, to the satisfaction of the Authority. The failure of the Authority to give such notice shall not relieve the Tenant of its obligation to maintain and repair.

#### 9.04 Entry

If the Tenant fails to repair and maintain in accordance with the provisions of this Lease, the Authority may enter the Leased Premises and make the required repairs or do the required maintenance and the Authority shall not be liable to the Tenant

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Livelink\RE-Informal Area (RE-Documentation) (al)\VFPA-Leases\10551F-001 - CITY OF NEW WESTMINSTER for any inconvenience, annoyance or loss of business or any damages suffered by the Tenant by reason of the Authority effecting such repairs, and the cost of such repairs and maintenance shall be borne by the Tenant and shall be payable by the Tenant to the Authority immediately upon demand by the Authority.

#### 9.05 Fixtures

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Upon cancellation or termination of this Lease, the Authority shall have the option of requiring or compelling the Tenant, upon written notice, to remove any or all improvements, buildings, structures, fixtures and chattels located within the Leased Premises, **including any such improvements existing prior to the Commencement Date, and** including replacements and repairs thereto, and the Tenant shall be so bound to remove at its sole cost and expense, regardless of when such improvements, buildings, structures, fixtures and chattels were installed or constructed or by whom, and upon the failure of the Tenant to do so expeditiously, in the sole opinion of the Authority, the Authority may effect such removal at the Tenant's expense, without any right of compensation or reimbursement to the Tenant whatsoever. All costs, charges and expenses that the Authority may incur as a result of such removal or clean-up shall be deemed to be rent, due and owing to the Authority immediately on demand by the Authority.

#### 9.06 **Improvements**

The Tenant shall not construct, erect or place any buildings, structures, signs or other improvements on the Leased Premises, or make any alterations or improvements, except with the prior written consent of the Authority and upon such terms and conditions as the Authority may require. Forthwith upon demand by the Authority, the Tenant shall remove any improvements in or on the Leased Premises not specifically authorized by the Authority and shall repair any damage caused by such removal, all at the Tenant's sole cost and expense and without any right to seek compensation from the Authority.

### 9.07 Nuisance

The Tenant shall not make or suffer any waste or cause or allow to be caused any damage or injury to the Leased Premises, or any part thereof, or use or permit to be used any part of the Leased Premises for any unauthorized, dangerous, noxious or offensive trade, business or other activity and shall not cause or maintain any nuisance in, at or on the Leased Premises or emanating therefrom.

#### 9.08 **Prohibition Against Riparian Interference**

Notwithstanding any other provision contained in this Lease, the Tenant shall not place any improvement on the Leased Premises or carry on any activity within the Leased Premises that creates an interference with the riparian rights of any third party, without the written consent of the holder of the said riparian rights, ("Riparian Consent") and the Tenant shall provide a copy of the Riparian Consent(s) to the Authority in due course.

#### 9.09 Riparian Consent

If at any time during the Term, the Authority determines, in its sole opinion, that the Tenant should obtain and maintain Riparian Consent from a third party, the Authority may so direct the Tenant. If the Tenant does not for any reason obtain and maintain Riparian Consent within THIRTY (30) days from the date of the direction to do so, the Authority may terminate the Lease forthwith.

#### 10.0 DEFAULT

9. 19.1

10.01 If and whenever the Rent is not paid on the day appointed for payment, whether lawfully demanded or not, the Tenant shall be in default and this Lease may, at the sole option of the Authority, terminate. If the Tenant breaches or fails to observe or perform any of the covenants or agreements contained in this Lease and any such default continues for TEN (10) days after notice to the Tenant, this Lease may, at the sole option of the Authority, terminate, and the Rent shall immediately become due and owing, without prejudice to all other rights and remedies of the Authority may, without notice or any form of legal process, forthwith reenter and take possession of the Leased Premises.

### 10.02 Bankruptcy

If during the Term any of the goods and chattels of the Tenant are at any time seized in execution or attachment by any creditor of the Tenant, or if the Tenant makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors, or if any order is made for the winding up of the Tenant or other termination of the Tenant or a receiver or receiver manager is appointed to control the business or any assets of the Tenant, then the Rent, together with the ensuing THREE (3) months' Rent, shall immediately become due and payable at the Authority's option and the Lease shall terminate without prejudice to all other rights and remedies of the Authority and the Authority may, without notice or any form of legal process, forthwith re-enter and take possession of the Lease Premises.

# **11.0 CANCELLATION**

#### 11.01 Mutual Notice

Either party may terminate this Lease, at any time and without cause, by giving written notice to the other party at least **NINETY (90)** days prior to the effective date of termination.

#### **12.0 HOLDING OVER**

12.01 If at the expiration of the Term or earlier termination of this Lease, the Tenant remains in possession of all or any part of the Leased Premises without any further written agreement by the Authority a tenancy from year to year is not created by implication or law but the Tenant shall be deemed to be a monthly tenant only, at a rent payable monthly in advance at the rate of ONE-TWELFTH (1/12<sup>th</sup>) of the annual Rent, subject to increase at the sole discretion of the Authority at any time and upon notice to the Tenant. In addition, the Authority shall be entitled to give the Tenant

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Lease (Short Form)-Federal (120215)

Livelink\RE-Informal Area (RE-Documentation) (al)\VFPA-Leases\10551F-001 - CITY OF NEW WESTMINSTER reasonable notice to deliver up possession of the Leased Premises at any time and for any reason whatsoever. The Tenant shall promptly indemnify and hold harmless the Authority from and against any and all costs incurred by the Authority as a result of the Tenant remaining in possession of all or any part of the Leased Premises. The Tenant shall not advance any counterclaim in any summary or other proceeding based on overholding by the Tenant. All other terms and conditions of this Lease shall apply, with the necessary changes and nothing, including the acceptance of any rent by the Authority, operates to extend any tenancy except a specific agreement in writing between the Authority and the Tenant, and the Tenant authorizes the Authority to apply in payment of the rent any monies received from the Tenant.

#### **13.0 INSURANCE AND INDEMNITY**

13.01 The Tenant shall obtain, maintain and pay for insurance, in a form satisfactory to the Authority, and against all risks as specified in Schedule "B".

#### 13.02 Indemnity

The Tenant shall indemnify and save harmless the Authority in respect of all claims, losses, costs, fines, penalties or other liabilities, including legal fees, arising out of:

- (a) any bodily injury or death, property damage or any loss or damage arising out of or in any way connected with the use and occupation of the Leased Premises;
- (b) any breach by the Tenant of its covenants and obligations under this Lease;
- (c) contamination of the Leased Premises where such contamination arose out of or is in any way connected with the Tenant's use and occupation of the Leased Premises; or
- (d) the storage, treatment, generation, transportation, processing, handling, production or disposal of any contaminated or hazardous materials or substances on, of or from the Leased Premises by the Tenant, or by any agent, employee, contractor, or any other party for whom the Tenant is responsible in law,

except for that portion caused by the negligence or wilful misconduct of the Authority or its employees, agents, contractors and any parties for whom it is responsible in law.

### 14.0 ENVIRONMENTAL PROVISIONS

#### 14.01 No Environmental Damage

The Tenant shall at all times keep the Leased Premises free of all hazardous or contaminated materials or substances and shall not cause or permit the Leased Premises or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any hazardous or contaminated materials or substances except as specifically permitted by the

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Lease (Short Form)-Federal (120215)

Livelink\RE-Informal Area (RE-Documentation) (al)\VFPA-Leases\10551F-001 - CITY OF NEW WESTMINSTER Authority and all other applicable authorities. The Tenant shall not cause or permit anything to be done on the Leased Premises which results in contamination or environmental damage to the Leased Premises. The Tenant warrants and represents that its use and occupation of or any undertaking on the Leased Premises shall at all times be in compliance with all applicable laws.

### 14.02 Environmental Audit

The Authority may require the Tenant to do an environmental audit of the Leased Premises satisfactory to the Authority, acting reasonably. The audit shall be conducted at the Tenant's expense.

#### 14.03 Clean-Up

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> The Tenant shall be responsible for, undertake and bear the costs of all investigations, studies, sampling, testing, clean-up, remediation, removal and disposal of all hazardous and contaminated materials or substances, including soil and water, toxic or otherwise, and any other remedial actions which are, in the opinion of the Authority, necessary to effect the restoration of any damaged environment or habitat, where the same arises and results from the Tenant's use and occupation of, or any undertaking on, the Leased Premises, whether during or after the Term, or during any prior occupancy by the Tenant or its corporate predecessors.

#### 14.04 Clean-Up by Authority

If the Tenant fails, within the period of time of which the Tenant is notified by the Authority, to effect any investigations, studies, sampling, testing, clean-up, remediation, removal or disposal in accordance with Sections 14.02 and 14.03, then the Authority may do so without notice to the Tenant. In such a case the Tenant shall reimburse the Authority, immediately upon demand, for all costs, charges and expenses in connection therewith.

# 14.05 Survival of Provisions

Sections 6.01, 14.01, 14.02, 14.03 and 14.04 survive the expiration or sooner termination of this Lease and any bankruptcy or insolvency on the part of the Tenant.

### **15.0 SECURITY DEPOSIT** [Intentionally Deleted]

#### 16.0 GENERAL

#### 16.01 Distress

Notwithstanding anything contained in this Lease, the Authority reserves the right to levy distress for arrears of rent. The Tenant agrees that the Authority shall be entitled to recover from the Tenant reasonable costs incurred by the Authority in cleaning the Leased Premises and returning the same to the condition that existed prior to the Tenant's entry onto the Leased Premises, and further, that such costs

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shall be deemed to be rent and shall be payable by the Tenant to the Authority forthwith on demand.

#### 16.02 Entire Agreement

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This Lease constitutes the entire agreement between the parties and supersedes all previous negotiations, representations and documents made by either party.

#### 16.03 Binding on Successors

All grants, covenants, provisos, agreements, rights, powers, privileges and liabilities contained in this Lease shall be read and held as made by and with, granted to and imposed upon, the parties and their respective heirs, executors, administrators and successors and permitted assigns.

#### 16.04 Severability

Should any provision in this Lease be illegal or not enforceable, it shall be considered separate and severable from the Lease and the remaining provisions shall remain in force and be binding upon the parties.

#### 16.05 Interest on Overdue Accounts

The Tenant shall pay to the Authority interest at an annual rate equal to the prime rate of interest announced from time to time by The Royal Bank of Canada plus FOUR (4%) percent, calculated monthly not in advance, on all payments of Rent and all other sums required to be paid under the provisions of this Lease which have become overdue and which remain unpaid. Interest shall be calculated from the date when Rent shall become payable under the terms of this Lease at the interest rate applicable at that date and shall accrue and be payable without the necessity of any demand.

#### 16.06 Notice

Any notice or other communication required to be given under or pursuant to this Lease shall be in writing and signed and delivered by:

- (a) delivery in person;
- (b) mail;
- (c) facsimile transmission; or
- (d) email attaching an electronic copy,

to the representative of the party to whom such notice is to be given at the following locations respectively:

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#### If to the Authority:

Vancouver Fraser Port Authority 100 The Pointe 999 Canada Place Vancouver, British Columbia, V6C 3T4 Attention: Director, Real Estate Facsimile: 1-866-212-1686 Email: DirectorRE@portvancouver.com

Lease (Short Form)-Federal (120215)

Livelink\RE-Informal Area (RE-Documentation) (al)\VFPA-Leases\10551F-001 - CITY OF NEW WESTMINSTER If to the Tenant: Corporation of the City of New Westminster Parks & Recreation 600 Eighth Street New Westminster, British Columbia, V3M 3S2 Attention: G. Dean Gibson, Director, Parks & Recreation Email: dqibson@newwestcity.ca

or at such other location as either party shall advise by notice from time to time.

Any notice, demand or other communication shall be effective upon actual receipt and if sent by email to the Authority, when acknowledgement is received from the Authority. Notice by mail shall be deemed to have been delivered on the FIFTH (5<sup>th</sup>) business day after the day of mailing. In the event of disruption of mail services, all such notices and other communications shall be delivered with written acknowledgement of receipt rather than by mail.

The parties agree to provide each other with notification of a change of address, including email address, within THIRTY (30) days of any changes.

#### 16.07 Headings

All headings and captions appearing in this Lease have been inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of the Lease or any provision thereof.

#### 16.08 **Documentation Fees**

The Tenant shall pay to the Authority all costs associated with the preparation, execution and delivery of this Lease, and any permitted assignment or sublease, and shall pay such costs to the Authority forthwith on demand.

#### 16.09 Site Security

The Tenant shall be solely responsible for site security for the Leased Premises and any persons or fixtures located thereon.

#### 16.10 **Time**

Time is of the essence in this Lease.

#### 16.11 Confidentiality

Each of the parties agrees not to disclose the terms and conditions of this Lease or any documents produced or disclosures madnee in the course of mediation or arbitration pursuant to this Lease to any third parties without the written consent of the other, except such confidential disclosure as may be required by either of the parties to their respective representatives, consultants and professional advisors, and except such disclosure as may be required by applicable law.

#### 16.12 Jurisdiction

This Lease shall be governed in all respects, including validity, interpretation and affect, by the laws of the Province of British Columbia and the laws of Canada and where federal and provincial laws conflict, the federal law shall prevail. The parties shall attorn only and exclusively to the jurisdiction of courts of the Province of British Columbia save and except in the circumstances where the federal court has exclusive jurisdiction.

#### **16.13 Execution and Counterparts**

This Lease may be signed in counterparts and transmitted by electronic means. Each counterpart shall be deemed an original and all counterparts together shall constitute one agreement.

**IN WITNESS WHEREOF** the parties have executed this Lease as of the day and year first written above.

11

**SIGNED, SEALED AND DELIVERED** on behalf of **VANCOUVER FRASER PORT AUTHORITY** by its authorized signatories:

TINAN Manager, Real Estate

Ach is - 07/13/17

SIGNED, SEALED AND DELIVERED on behalf of CORPORATION OF THE CITY OF NEW WESTMINSTER by its authorized signatory(ies):

Print Title: Almour

Print Title: A/Ofy Clerk Jacque Killanee

Takillan





C/S

Lease (Short Form)-Federal (120215)

Livelink\RE-Informal Area (RE-Documentation) (al)\VFPA-Leases\10551F-001 - CITY OF NEW WESTMINSTER

#### SCHEDULE "A"

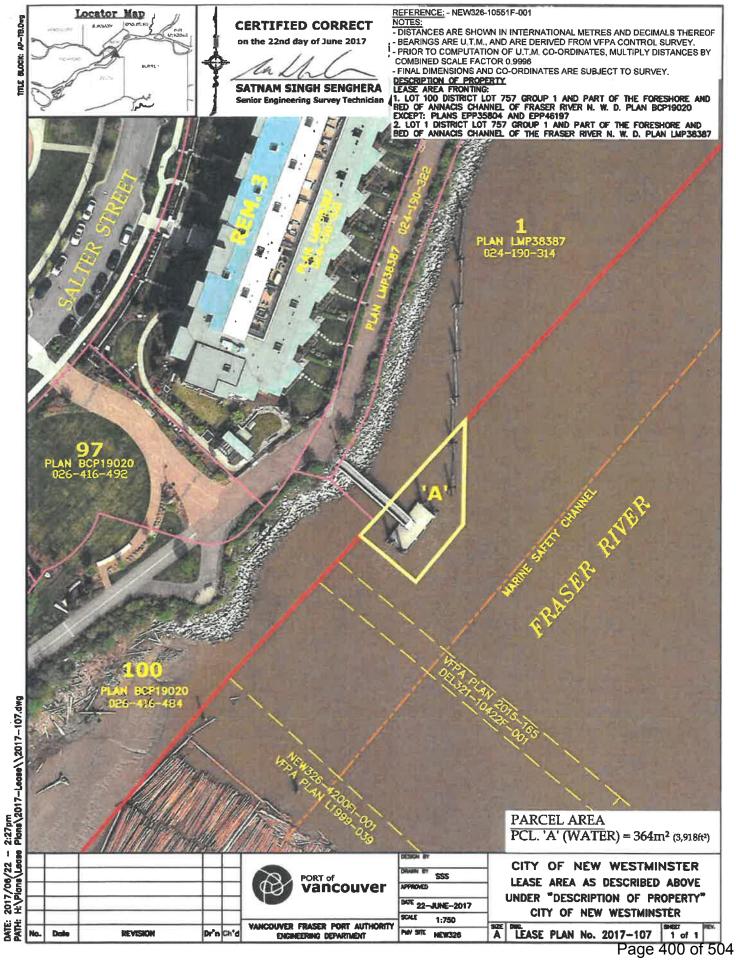
## Lease Plan No. 2017-107 dated June 22, 2017

(attached)

Lease (Short Form)-Federal (120215)

• \*

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#### SCHEDULE "B"

INSURANCE:

Section I Commercial General Liability Insurance in an amount not less than **TEN MILLION DOLLARS (\$10,000,000.00)** per occurrence, to cover all operations of the Tenant at or about the Leased Premises. Such insurance shall include the following endorsements:

- (a) Contractual Liability (including this Lease);
- (b) Non-owned Automobiles;
- (c) Products and Completed Operations;
- (d) Broad Form Property Damage;
- (e) Cross Liability;
- (f) Employees as Additional Insureds;
- (g) Contingent Employer's Liability;
- (h) Personal Injury; and
- (i) Tenant's Legal Liability (if applicable).
- Section II Pollution Liability (on a "Sudden and Accidental" basis) in an amount not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** per claim to cover the release of pollutants resulting from the Tenant's use and occupancy of the Leased Premises.
- Section III Watercraft Protection and Indemnity Insurance in an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) per occurrence to cover any third party injury and/or property damage resulting from the use and operation of watercraft by the Tenant on or about the Leased Premises.
- Section **IV** Workers' compensation coverage in respect of all Tenant's employees, workers and servants engaged in any work in or upon the Leased Premises or in the event workers' compensation coverage is not available under the applicable legislation, employer's liability insurance in lieu thereof.

General (Applicable to Sections I through **IV**)

- (a) The insurance specified in Sections I, II and III shall name the Authority and Her Majesty the Queen in Right of Canada as Additional Insureds;
- (b) Certificates of insurance evidencing the specified insurance (and subsequent renewals) shall be delivered to the Authority prior to the commencement of the Term and subsequent insurance policy renewals shall be delivered to the Authority not later than FIFTEEN (15) days following the expiry of the prior policy;
- (c) Deductibles, if any, which are applicable to the specified insurance, shall be borne by the Tenant;

13 215) Livelink\RE-Informal Area (RE-Documentation) (al)\VFPA-Leases\10551F-001 - CITY OF NEW WESTMINSTER

Lease (Short Form)-Federal (120215)

- (d) All insurance policies shall be in a form and with insurers acceptable to the Authority. All insurance policies shall be issued by insurers licensed to do business in the Province of British Columbia;
- (e) Every policy of insurance shall contain a provision that the insurers shall provide the Authority with SIXTY (60) days written notice of cancellation of or material change to the policy;
- (f) Additional insurance and/or increased coverage minimums, if deemed necessary by the Authority, shall be provided by the Tenant, at the sole cost of the Tenant. If requested by the Tenant, the Authority shall provide an explanation as to the reasons for such additional insurance;
- (g) The Tenant may meet any of the insurance obligations through a program of "Self-Insurance", subject to the approval of the Authority. The Authority reserves the right to request any additional information it deems necessary to evaluate the adequacy of such "Self-Insurance"; and
- (h) The limits of insurance specified in this Schedule "B" in no way define or limit the obligation of the Tenant to indemnify the Authority in the event of a loss.

Lease (Short Form)-Federal (120215)

#### SCHEDULE "C"

1

### **Special Conditions**

None

7

Lease (Short Form)-Federal (120215)

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## R E P O R T Office of the Mayor

| То:     | Mayor Cote and Members of Council,<br>Regular Council Meeting         | Date:   | June 27, 2022 |
|---------|-----------------------------------------------------------------------|---------|---------------|
| From:   | Denise A Tambellini Intergovernmental and Community Relations Manager | File:   |               |
|         |                                                                       | Item #: | 2022-496      |
| • • • • |                                                                       |         |               |

## Subject: Proposed Redistribution of Federal Electoral Districts 2022

### RECOMMENDATION

**That** Council request staff to issue a letter to the Electoral Boundaries Commission for British Columbia (BC) expressing concerns with the proposed redistribution of federal electoral districts to create two electoral districts in New Westminster: New Westminster-Bridgeview and Richmond East.

## **PURPOSE**

The Electoral Boundaries Commission for BC is proposing realigning the Federal electoral boundaries for New Westminster and creating two separate electoral districts. Staff are recommending a letter be sent to the Electoral Boundaries Commission for British Columbia expressing concerns with the proposed redistribution.

#### **SUMMARY**

The Chief Electoral Officer will be applying the representation formula found in the Constitution to determine the new allocation of seats across Canada. They are proposing an adjustment of boundaries to create two electoral districts in New Westminster: New Westminster-Bridgeview and Richmond East. This is intended to equalize population between the districts. The Electoral Boundaries Commission for BC proposes the inclusion of parts of Delta to the Richmond-East district and parts of North Surrey to New Westminster-Bridgeview district. Staff are recommending a letter be sent to the Electoral Boundary Commission for BC expressing concerns with the proposed redistribution.

## BACKGROUND

The Constitution of Canada requires that federal electoral districts be reviewed after each decennial (10-year) census to reflect changes and movements in Canada's population. The current federal redistribution process began in October 2021. It is led by independent commissions working separately in each province to establish electoral boundaries. The Chief Electoral Officer is tasked with applying the representation formula found in the Constitution to determine the new allocation of seats. Elections Canada provides administrative and technical support to the commissions.

A representation order describing and naming Canada's future electoral districts is expected to be completed in September 2023. Changes to electoral districts will be applied in the first general election called at least seven months after the representation order is proclaimed; changes will not come into effect until April 1, 2024, at the earliest. The change process is attached for information (attachment 1)<sup>1</sup>:

Justice Mary Saunders is chair of the three-member commission. The proposed boundary changes around the province were mainly in response to the "significant but uneven" growth of B.C.'s population. The map of the existing and proposed changes are included for information (attachment 2) and can be found at this link. <u>https://redecoupage-redistribution-2022.ca/com/bc/phrg/index\_e.aspx</u>

The Federal Electoral Boundaries Commission looks at the boundaries of federal electoral ridings every 10 years, following the census, to adjust as needed for population changes in various areas. The 2022 proposal would see one new riding added in B.C. – Vernon-Lake Country in the North Okanagan – and other boundaries adjusted.

When the Electoral Boundaries Commission last went through its <u>boundary redrawing</u> <u>exercise in 2012</u>, it also proposed moving Queensborough into the Richmond East riding. The idea met with opposition from the City of New Westminster and residents – and, in the end, it was not approved. The resolution of Council from 2012 is included for information (attachment 3).

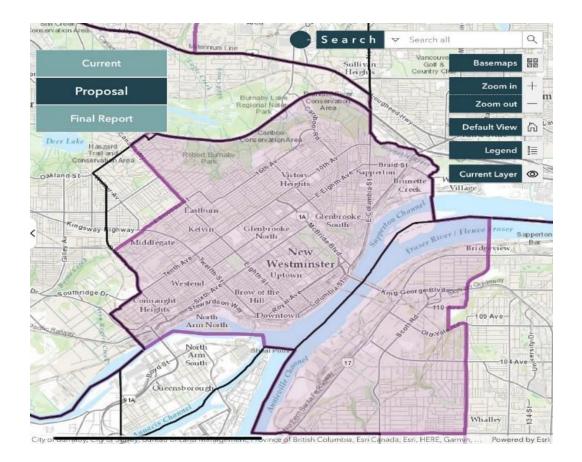
<sup>&</sup>lt;sup>1</sup> <u>https://www.elections.ca/content.aspx?section=res&dir=cir/red/over&document=index&lang=e</u>

## **Proposed Electoral Districts**

The current electoral district of "New Westminster – Burnaby" is proposed to be divided into two electoral districts as is seen below:

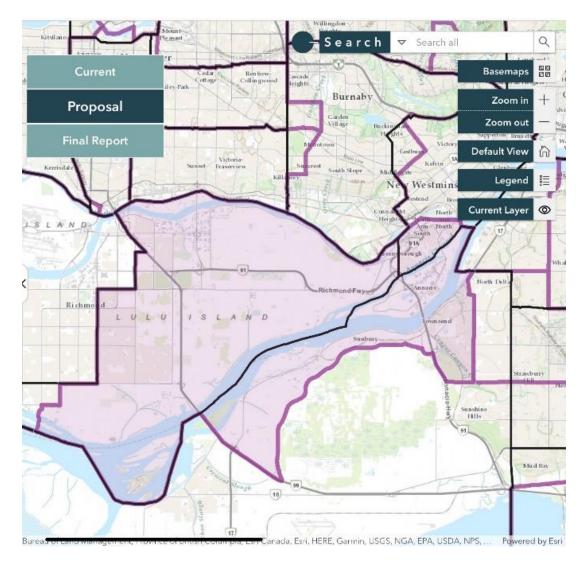
1. New Westminster - Bridgeview Electoral District

Changes proposed for New Westminster include the existing New Westminster-Burnaby riding renamed New Westminster-Bridgeview. The electoral district would lose part of its existing territory in Burnaby – a section of land in the northwest corner of the riding bounded by Canada Way, Walker Avenue, Burris Street, Griffiths Avenue and Edmonds Street – and, in exchange, gain land in North Surrey. The new riding would incorporate the areas at the foot of the Pattullo Bridge and in Brownsville, bounded by 96th Avenue in the south and generally following 126th Street to the east.



## 2. Richmond East

The proposed changes to the Richmond East electoral district will primarily follow the Provincial electoral ridings, Richmond East – Queensborough, with the addition of parts of Delta, including the western section of North Delta and area in Tilbury bordering the Fraser River.



## Public hearing on electoral boundaries set for September in New West

Public hearings will be held around the province to receive input from affected residents, starting in June. In New Westminster, a public hearing has been scheduled for Wednesday, Sept. 14 at 7 p.m. at the Inn at the Quay, 900 Quayside Dr.

Comments and feedback can be sent directly to the commission without attending a hearing – either <u>by email</u> or by using its <u>interactive mapping tool</u>. The details can be found at the <u>Electoral Boundaries Commission's Redistribution 2022 website</u>.<sup>2</sup>

## **ANALYSIS**

There are advantages for New Westminster in the proposed change.

- The increase in the number of Members of Parliament (MP) representing New Westminster in Ottawa would be the most significant benefit. This increase may help the current MP advance city strategic issues, especially as the city continues to grow rapidly (Over 11% in the last four years) and face increasingly complex urban issues.
- 2. The topography and growth of Queensborough, being on an island, would be similar to that experienced in East Richmond. While East Richmond has a significant portion of land that is agricultural, the areas surrounding agricultural land is densifying and there is a significant industrial land base, similar to Queensborough. This may assist affected cities advocating jointly for flood mitigation and climate adaptation resources or resolving issues around densification on a flood plain.
- 3. And finally the proposed division equalizes the population in both electoral districts. The New Westminster-Bridgeview riding would have 118,422 residents, while Richmond East would have 116,764. With both New Westminster and Queensborough ridings growing rapidly, especially Port Royal, with a 41% increase over the last four years, a rebalancing may be beneficial.

## Challenges

While there are benefits, the potential challenges of this proposed reallocation appear to outweigh the benefits:

- Queensborough residents often perceive their community to be not only physically separated from the mainland of New Westminster, but that the focus of municipal government is primarily on the mainland. This electoral district division may further reinforce that perception of separateness of the two parts of the city divided by the Fraser River. The cohesion of the city between the mainland and Queensborough is valued by Council and this division does not align with that direction.
- 2. Having three separate urban municipalities represented in each electoral district may create complications and potential competing interests in the electoral district. The Richmond East riding is proposed to not only include Queensborough but also parts of Delta which includes Annacis Island, Tilbury Island and the riverfront as well as part of North Delta. The New Westminster Bridgeview electoral district still has parts of Burnaby represented but also the north part of Surrey (Bridgeview) as well. This does add complication for MP representation with not only the sheer number of

<sup>&</sup>lt;sup>2</sup> <u>https://www.newwestrecord.ca/local-news/new-westminster-could-lose-queensborough-gain-parts-of-</u> <u>surrey-in-federal-boundary-shift-5331564</u>

issues and events but especially for cities which have opposing ideological views on issues. The change may result in challenging work for an MP to adequately represent and advocate for constituents, considering the different potential focus areas of each municipal Council and shared values of the community. Some examples of areas include projects that may expand trade corridors or the use of agricultural land for industrial, commercial or residential use.

3. And finally, with three cities included in one electoral district, MPs may be challenged when representing competing cities for limited Federal funding. Funding opportunities are very competitive and local MPs often assist with advancing support for municipal projects. New Westminster may not be able to compete with the resources of significantly larger cities in the same electoral districts, to advance funding submissions and secure additional resources.

#### **Next Steps**

A public hearing is scheduled in New Westminster on Wednesday, Sept. 14 at 7 p.m. at the Inn at the Quay, 900 Quayside Dr.

Staff are recommending a letter be sent to the Electoral Boundaries Commission for BC outlining the challenges with the proposed changes.

#### **FINANCIAL IMPLICATIONS**

There are no financial implications from this report.

#### **INTERDEPARTMENTAL LIAISON**

This report was conducted in liaison with the City Clerk's Office and the Office of the CAO.

#### **OPTIONS**

- Council direct staff to issue a letter to the Electoral Boundaries Commission for British Columbia (BC) expressing concerns with the proposed redistribution of federal electoral districts to adjust electoral boundaries to create two electoral districts in New Westminster: New Westminster-Bridgeview and Richmond East.; or
- 2. Council provide other direction.

#### **CONCLUSION**

The Chief Electoral Officer will be applying the representation formula found in the Constitution to determine the new allocation of seats across Canada. They are proposing an adjustment of boundaries to create two electoral districts in New Westminster: New Westminster-Bridgeview and Richmond East. This is intended to equalize population between the districts, the BC Electoral Commission proposes the

inclusion of parts of Delta to the Richmond-East district and parts of North Surrey to New Westminster-Bridgeview district.

Staff are recommending a letter be sent to the Electoral Boundary Commission for BC expressing concerns with the proposed redistribution.

## **ATTACHMENTS**

Attachment 1: Timeline for the Redistribution of Federal Electoral Districts Attachment 2: Current and Proposed New Westminster Electoral Districts Attachment 3: 2012 Resolution to the Federal Electoral Reform Commission

## APPROVALS

This report was prepared by: Denise A. Tambellini, Manager Intergovernmental Relations

This report was reviewed by: Jacque Killawee, City Clerk & Chief Election Officer Emilie Adin Director, Climate Action, Planning and Development

This report was approved by: Lisa Spitale, Chief Administrative Officer Denise A. Tambellini, Manager Intergovernmental Relations



# Attachment 1: Timeline for the Redistribution of Federal Electoral Districts

| The process of readjusting the federal electoral boundaries begins |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                            |                                                                               |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Steps                                                              | Summary and references to EBRA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | EBRA Deadline                                                                                                                              | Expected timeline                                                             |
| 4. Publication<br>of commission<br>proposals                       | ( <i>section 19</i> ) Each commission develops a<br>boundary proposal for its province. It is<br>published in the Canada Gazette and at<br>least one newspaper of general<br>circulation and includes the time and<br>place of public hearings.                                                                                                                                                                                                                                                                      | As soon as possible<br>following receipt of<br>census population<br>data (step 3 in<br>preliminary steps)                                  | March-August 2022                                                             |
| 5. Public<br>hearings                                              | ( <i>section 19</i> ) Each commission must hold at least one public hearing.                                                                                                                                                                                                                                                                                                                                                                                                                                         | At least 30 days<br>after the<br>publication of its<br>proposal                                                                            |                                                                               |
|                                                                    | ( <i>section 19</i> ) Members of the public notify<br>the commission if they want to make a<br>presentation at a public hearing.<br>Members of Parliament (MPs) may also<br>make presentations at these hearings.                                                                                                                                                                                                                                                                                                    | Within 23 days<br>after the<br>publication of<br>proposals                                                                                 | April-October 2022                                                            |
| 6. Completion<br>of the report                                     | (section 20) Each commission finalizes its<br>report on the new electoral districts.<br>(section 21) The report is sent to the<br>Speaker of the House of Commons<br>through the CEO, where it is tabled and<br>referred to a designated parliamentary<br>committee.<br>Note: If Parliament is not in session<br>when the Speaker receives the report,<br>the Speaker is required to publish the<br>report in the Canada Gazette and send it<br>by mail to each member of the House of<br>Commons for that province. | No later than 10<br>months after<br>receipt of the<br>census population<br>data (step 3)<br>The CEO may grant<br>a two-month<br>extension. | Mid-December 2022<br>Assuming<br>commission has not<br>requested more<br>time |

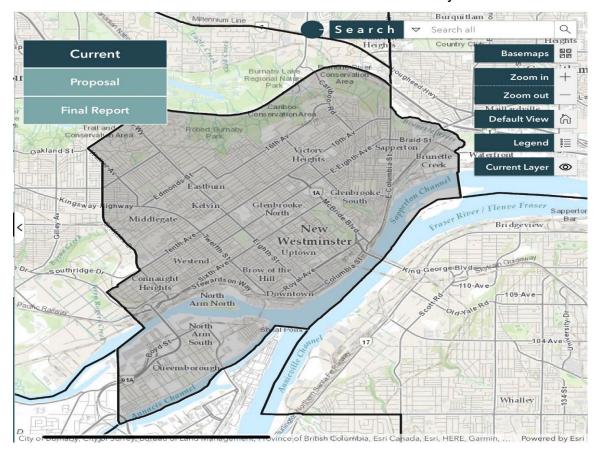
## Attachment 1: Timeline for the Redistribution of Federal Electoral Districts

| 7. Objections<br>from MPs                   | ( <i>section 22</i> ) MPs file written objections to<br>a report with the designated<br>parliamentary committee. Objections<br>must be signed by at least 10 MPs.                                                                                                                                             | Within 30 days<br>after referral to the<br>committee or 30<br>days after<br>publication in<br>the <i>Canada</i><br><i>Gazette</i>                | January-February<br>2023                                                                                    |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|                                             | ( <i>section 22</i> ) The parliamentary committee<br>considers the objections. <b>The report is</b><br><b>then returned to the commission</b><br><b>through the Speaker of the House of</b><br><b>Commons</b> and then through the CEO,<br>with a copy of the objections and the<br>minutes of the committee. | Within 30 days<br>(when Parliament<br>is sitting) after<br>expiration of the<br>datefor objections<br>The committee<br>may request more<br>time. | March-May 2023<br>Assuming the<br>committee has not<br>requested more<br>time and parliament<br>is sitting. |
| 8.<br>Commissions<br>consider<br>objections | ( <i>section 23</i> ) The commission decides<br>whether to modify the boundaries or<br>district names before submitting its final<br>report <b>to the Speaker of the House of</b><br><b>Commons</b> through the CEO.                                                                                          | Within 30 days of<br>receipt of<br>objections                                                                                                    | May-June 2023                                                                                               |
| 9.<br>Representation<br>order               | ( <i>section 24</i> ) The CEO drafts the<br>representation order, which describes the<br>electoral districts established by the<br>commissions, and sends it to the<br>government via the Minister.                                                                                                           | None                                                                                                                                             |                                                                                                             |
|                                             | ( <i>section 25</i> ) The new representation<br>order is proclaimed by the Governor in<br>Council                                                                                                                                                                                                             | Within 5 days of receipt                                                                                                                         | September 2023                                                                                              |
|                                             | ( <i>section 26</i> )and published in the Canada Gazette.                                                                                                                                                                                                                                                     | Within 5 days of proclamation                                                                                                                    |                                                                                                             |

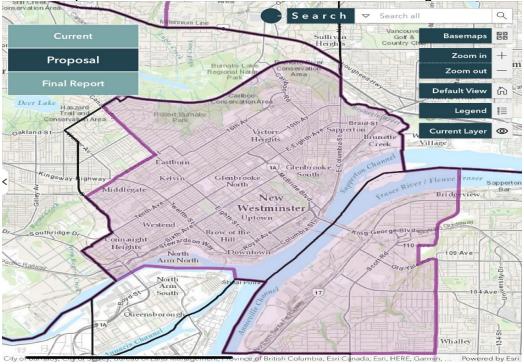


# Attachment 2: Current and Proposed New Westminster Electoral Districts

## **Attachment 2: Current and Proposed New Westminster Electoral Districts**

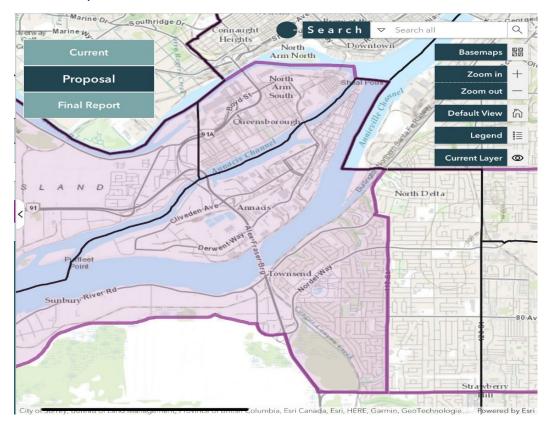


a. Current Electoral District - New Westminster - Burnaby



b. Proposed Electoral District - New Westminster - Bridgeview

c. Proposed Electoral District - Richmond East





## Attachment 3: 2012 Resolution to

## the Federal Electoral Reform

Commission

## Attachment 3: 2012 Resolution to the Federal Electoral Reform Commission

## V. The Commission Office – BC-CB seeks comments on the redistribution of Federal Electoral Boundaries in British Columbia.

Council expressed concerns for the proposed redistribution of Federal Electoral Boundaries in BC, noting that the proposal suggests Queensborough be separated from New Westminster and included as part of Richmond.

Council spoke to the overwhelming desire to keep Queensborough as part of the City, adding that this area fits well with the 12<sup>th</sup> Street/Edmonds corridor, part of the City's richest areas of multiculturalism.

Council noted that separation of this area would not serve the constituents well, noting the Federal Government should view New Westminster as a whole.

Council expressed unity and commitment to ensuring the City does all it can to keep Queensborough a part of the New Westminster electoral area.

#### **MOVED and SECONDED**

WHEREAS Queensborough is an integral part of the City of New Westminster;

**AND WHERE** the proposed changes to the electoral boundaries in BC separates *Queensborough from New Westminster* 

**THEREFORE BE IT RESOLVED THAT** the City of New Westminster oppose the proposed changes to the Electoral Boundaries;

**AND THAT** staff develop a presentation regarding the City's opposition for the Public Hearing for the Redistribution of Federal Electoral Boundaries.

#### CARRIED

All members of Council present voted in favour of the motion.



## R E P O R T Engineering Services and Parks and Recreation

| Subject | Tomporary Working Space Agreemer                 |         | ) far EOO Blaakhar             |
|---------|--------------------------------------------------|---------|--------------------------------|
|         | Dean Gibson<br>Director of Parks and Recreation  | Item #: | 2022-467                       |
| From:   | Lisa Leblanc<br>Director of Engineering Services | File:   | 09.1715.20.29<br>(Doc#2102967) |
| To:     | Mayor Cote and Members of Council                | Date:   | June 27, 2022                  |

## Subject: Temporary Working Space Agreement (GVSD590) for 590 Blackberry Drive

### RECOMMENDATION

**THAT** Council approve the Temporary Working Space Agreement for execution by the Mayor and City Clerk as outlined in this report.

#### PURPOSE

To seek Council's authorization to enter into a Temporary Working Space Agreement with Greater Vancouver Sewerage and Drainage District and Onni Development (Victoria Hill) Corp. (the "Onni").

#### BACKGROUND

The Greater Vancouver Sewerage and Drainage District ("Metro Vancouver") has existing sewer facilities, known as Glenbrook Combined Trunk Sewer New Westminster Interceptor, situated within the Glenbrook Ravine lands and protected under SRW. Metro Vancouver is proposing to undertake construction of the Glenbrook Combined Trunk Sewer Interceptor CSO Gate Replacement, which is located within the upper portion of the Glenbrook Ravine (referred to as 'Parcel P') and currently owned by Onni Development. Metro Vancouver has requested to obtain a temporary working space within portions of the lands for access, laydown and storage of construction materials for the Project.

Onni has agreed to provide such temporary working space to Metro Vancouver for that purpose;

As part of the Woodlands development agreement, Onni is required to transfer Parcel P as parkland to the City following completion of the development. The land transfer is still pending and Onni has agreed to provide such temporary working space to Metro Vancouver for that purpose.

The Glenbrook Combined Trunk Sewer collects combined sewage from approximately one third of the New Westminster mainland and a portion of Burnaby. The gate being replaced effectively diverts the combined sewer flows to the overflow pipe contained in the ravine. The overflows are diverted into the Fraser River via an outfall at the foot of the ravine, below Front Street. The valve in question has reached the end of its service life and needs to be replaced. The valve helps with the smooth operation of the Glenbrook trunk and ensures that the more harmful concentrated sanitary sewer flows originating in the upstream municipalities have priority to the treatment plant during wet weather events, while the more dilute combined overflows are allowed to overflow into the Fraser River.

The City must enter into a Temporary Working Space Agreement with Metro Vancouver and Onni and in order for Metro Vancouver to tender the works in July, 2022 as scheduled. Construction is expected to extend over a 3 month period during the dry summer months, between May and September 2023.

As per the agreement Metro Vancouver will meet requirements per the City's Tree Protection and Regulation Bylaw No. 7799, 2016 to protect existing trees, shrubs, bushes or other vegetation, soil or growth on the surface of the Licence Area. Although park access impacts are unknown at this time, staff will work towards a construction management plan that prioritizes safety and reasonably minimizes impact/ disruption for operations crews and park users.

The upper portion of the Glenbrook Ravine (referred to as 'Parcel P') is located within the former Woodlands property while the lower ravine area is designated as City parklands. As part of the Woodlands development agreement, Parcel P is required to be transferred as parkland to the City following completion of the development. There is still an ongoing discussion with Onni Development regarding the land transfer. The land is still owned by Onni at this point, including the proposed temporary working space, so the agreement is technically between Onni and the GVS&DD. In the future, once the land transfer has occurred, then the agreement would be between the City and GVS& DD.



Figure 1 Upper Glenbrook Ravine (Parcel P)

Council approval of the agreement is required.

## EXISTING POLICY/PRACTICE

It is the practice of the City to enter into a temporary license agreement while ensuring all potential risks are mitigated. In this case, Metro Vancouver will indemnify and hold harmless the City upon the transfer of the Lands from Onni to the City.

## ANALYSIS

The Greater Vancouver Sewerage and Drainage District has existing sewer facilities, known as the Glenbrook Combined Trunk Sewer New Westminster Interceptor, as shown on Figure 2 below. Metro Vancouver is proposing to undertake construction of the Glenbrook Combined Trunk Sewer New Westminster Interceptor CSO Gate Replacement Project (the "Project") and has requested to obtain a temporary working space within portions of the Lands for access, laydown and storage of construction materials for the Project. Onni has agreed to provide such temporary working space to Metro Vancouver for that purpose. Metro Vancouver has indicated that having the signed temporary working space agreement in place is an essential requirement of its tendering process.



Figure 2 Existing GVS&DD Combined Trunk Sewer

In order for the agreement to be executed, Council must delegate authority to the Mayor and City Clerk.

## FINANCIAL IMPACT

There is no financial impact to the City.

## INTERDEPARTMENTAL LIAISON

Interdepartmental liaison to date has included coordination between Engineering, Parks and Recreation, and the City's Solicitor in reviewing the matter agreement.

## **OPTIONS**

The following options are presented for Council's consideration:

- 1. THAT Council approve the temporary working space agreement for execution by the Mayor and City Clerk as outlined in this report;
- 2. Provide staff with other direction.

Staff recommend options 1.

#### CONCLUSION

Approval of this temporary working space is essential for the work plan and timeline of Metro Vancouver's Glenbrook Combined Trunk Sewer Interceptor CSO Gate Replacement project.

Proceeding with the replacement works will help improve operations of the existing trunk sewer interceptor system.

A Council resolution is required. Staff recommends that Council approve the execution of the Temporary Working Space Agreement as outlined in this report and attached herein.

## ATTACHMENTS

Attachment 1 – Temporary Working Space Agreement

This report was prepared by: Binega Markos, P.Eng., Development Project Engineer

This report was reviewed by: Kwaku Agyare-Manu, Senior Manager, Engineering Services Eugene Wat, Manager, Infrastructure Planning Erika Mashig, Manager of Parks and Open Space Craig MacFarlane, Manager of Legal Services – City Solicitor

This report was approved by: Lisa Leblanc, Director of Engineering Services Renee Chadwick for Dean Gibson, Director of Parks and Recreation Lisa Spitale, Chief Administrative Officer



# Attachment #1

Temporary Working Space Agreement

#### **TEMPORARY WORKING SPACE AGREEMENT**

#### (the "Licence")

Date: June 7, 2022 (the "Agreement Date")

#### AMONG:

**ONNI DEVELOPMENT (VICTORIA HILL) CORP.** with a mailing address of 200 - 1010 Seymour Street, Vancouver, British Columbia, V6C 3H1 ("Onni")

#### AND:

CITY OF NEW WESTMINSTER with a mailing address of 511 Royal Avenue, New Westminster, BC V3L 1H9 (the "City")

#### AND:

**<u>GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT</u>, a Corporation created by** an Act of the Legislature of the Province of British Columbia having an office at 4515 Central Boulevard, Burnaby, British Columbia, V5H 0C6, (the "District")

(each, a "Party", collectively, the "Parties").

#### WHEREAS

A. As of the Agreement Date, Onni is the registered owner of the lands located at 59 Blackberry Drive, New Westminster, BC and legally described as:

| PID:               | 002-987-783                                             |
|--------------------|---------------------------------------------------------|
| LEGAL DESCRIPTION: | PARCEL A EXCEPT: FIRSTLY; PART SUBDIVIDED BY PLAN 66162 |
|                    | SECONDLY; PART SUBDIVIDED BY PLAN LMP8439               |
|                    | THIRDLY; PART SUBDIVIDED BY PLAN BCP4015                |
|                    | FOURTHLY; PART SUBDIVIDED BY PLAN BCP8786               |
|                    | FIFTHLY; PART SUBDIVIDED BY PLAN BCP15276               |

SIXTHLY; PART SUBDIVIDED BY PLAN BCP21830 SEVENTHLY; PART SUBDIVIDED BY PLAN BCP24033 EIGHTHLY; PART SUBDIVIDED BY PLAN BCP51633 DISTRICT LOT 115 GROUP 1 NEW WESTMINSTER DISTRICT EXPLANATORY PLAN 61944

(the "Lands");

- B. The District has existing sewer facilities, known as Glenbrook Combined Trunk Sewer New Westminster Interceptor, situated within the Lands and protected under SRW Instrument number BN35679, SRW Plan LMP23997;
- C. The District is proposing to undertake construction of the Glenbrook Combined Trunk Sewer New Westminster Interceptor CSO Gate Replacement Project (the "**Project**") and has requested to obtain a temporary working space within portions of the Lands for access, laydown and storage of construction materials for the Project; Onni has agreed to provide such temporary working space to the District for that purpose;
- D. Onni is in the process of transferring ownership of the Lands to the City; the Parties expect that the City will become owner of the Lands at some point during the Term (as hereinafter defined); and
- E. Onni agrees to transfer this Licence to the City, and the City agrees to accept such transfer on the terms herein, effective as of the date the City becomes the Owner of the Lands (as hereinafter defined); Onni and the City will notify the District of the transfer of this Licence by delivery of a written notice to the District.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the premises, covenants and agreements contained in this Licence, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree with each other as follows:

1. For the purposes of this Licence, "**Owner of the Lands**" will mean Onni for the period starting on the Agreement Date and ending on the date upon which the Lands are transferred to the City, and will mean the City from the date upon which the Lands are transferred to the City and thereafter.

- 2. During the Term (as hereinafter defined), the Owner of the Lands shall not sell, transfer, assign or encumber the portion of the Lands required by the District under this Licence, without first obtaining written approval from the proposed purchaser, transferee, assignee or charge holder as to their acceptance and assumption (as applicable) of the terms of this Licence.
- 3. Onni hereby grants to the District a licence to use the Lands on the terms outlined below:
  - (a) to permit the District, its employees, servants, agents, licensees, officials, consultants, contractors, workers (the "District's Personnel") to enter and work upon, use, pass and repass, with or without equipment, vehicles and materials for purposes of the construction of the Project, and laydown and storage areas and traffic control flaggers in conjunction with intermittent trail closures (the "Permitted Uses") over the portions of the Lands with a total area of approximately 1,325 square metres as shown on the attached Schedule A (the "Licence Area").
- 4. The term of this Licence will be **five months** (the "**Term**") commencing on that day that is two (2) weeks after delivery of written notice by the District to the Owner of the Lands (the "**Commencement Date**"), estimated to be in early **May 2023**. The District shall have the option to extend the Term on a month to month basis upon provide written notice to the Owner of the Lands, and will pay to the Owner of the Lands a monthly fee of \$3,583 plus GST for each month that the Term is extended.
- 5. In consideration for its use of the Licence Area for the Term, the District agrees to pay to the Owner of the Lands the sum of Seventeen Thousand Nine Hundred Dollars (\$17,900.00) plus GST (the "Licence Fee"), payable within 10 business days of the Commencement Date. If during the Term, the Lands are transferred from Onni to the City, then Onni will transfer the proportionate balance of prepaid Licence Fee for the period of the Term remaining, at \$3,583 plus GST per month.
- 6. The District will exercise its rights under this Licence so as to cause as little inconvenience to the Owner of the Lands and the Lands as is reasonably practicable, and the District upon completion of the Project will restore, so far as is reasonably practicable, the affected portions of the Lands to the same condition they were in prior to the exercise by the District of its rights hereunder.
- 7. The District will promptly repair any damage to the Lands as a result of the use of the Lands by The District, to the satisfaction of the Owner of the Lands, acting reasonably.

- 8. The District to meet requirements per the City's Tree Protection and Regulation Bylaw No. 7799, 2016 to protect existing trees, shrubs, bushes or other vegetation, soil or growth on the surface of the Licence Area. If cutting of trees, shrubs, bushes or other vegetation or growth on the surface of the Licence Area is required the District will make commercially reasonable efforts to restore the surface of the Licence Area to the original or better status after the completion of the Project as required by City's Tree Protection and Regulation Bylaw.
- 9. The District will not bury debris or rubbish of any kind on the Lands.
- 10. During the term, the District will make provision for city watering and maintenance crews to access the Ravine by vehicle.
- 11. The District will provide a fire protection plan for the Lands satisfactory to the City's Fire and Rescue Services Department.
- 12. The District will provide a communications plan to the residents living adjacent to the Ravine and to users of the Lands with respect to the Project.
- 13. The District will leave the Licence Area in a neat and tidy condition after the Term (as may be extended) expires.
- 14. The District will indemnify and hold harmless the Owner of the Lands from all actions, proceedings, suits, demands, costs and expenses arising out of the District's Personnel's exercise of the District's rights under this Licence, except to the extent that any such actions, proceedings, suits, demands, costs and expenses are caused by or contributed to by Onni or the City, or either of their servants, employees, agents or invitees.
- 15. The City will assume and accept the terms of this Licence as Owner of the Lands upon the transfer of the Lands from Onni to the City.
- 16. In this Licence words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.
- 17. This Licence is subject to approval of the Director, Real Estate Services.

18. This Licence may be executed and delivered by electronic means and in counterparts and upon the execution and delivery of each such counterpart by each Party to the other, this Licence will be legally binding upon the Parties.

IN WITNESS WHEREOF the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

#### **ONNI DEVELOPMENT (VICTORIA HILL) CORP.**

Per:

Name:

Title:

#### **CITY OF NEW WESTMINSTER**

Per:

Name:

Title:

#### **GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT**

Per:

Robert Kates

Director, Real Estate Services

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#### SCHEDULE A – THE LICENCE AREA



A vibrant, compassionate, sustainable city that includes everyone.

## **CITY COUNCIL MEETING**

## MINUTES

## Monday, June 13, 2022, 9:00 a.m. Meeting Held Electronically

PRESENT: Mayor Jonathan Coté Councillor Chinu Das Councillor Patrick Johnstone Councillor Jaimie McEvoy Councillor Nadine Nakagawa Councillor Chuck Puchmayr Councillor Mary Trentadue

#### STAFF PRESENT: Ms. Lisa Spitale Chief Administrative Officer Ms. Jacque Killawee City Clerk Ms. Emilie Adin Director of Climate Action, Planning and Development Mr. Rod Carle General Manager, Electrical Utility Mr. Steven Faltas **Business Process Manager** Ms. Corrine Garrett Acting Director of Parks and Recreation Ms. Lisa Leblanc **Director of Engineering Services** Ms. Lorraine Lyle Senior Manager, Financial Services Mr. Craig MacFarlane Manager of Legal Services Mr. John Stark Acting Senior Manager of Climate Action, Planning and Development Ms. Denise Tambellini Intergovernmental and Community Relations Manager Ms. Harji Varn Chief Financial Officer and Director of Finance Mr. Erin Williams Acting Chief. New Westminster Fire and Rescue Services Ms. Eva Yip Acting Director, Human Resources and Information Technology

## 1. CALL TO ORDER

The meeting was called to order at 9:00 a.m.

## 2. MOTION TO MOVE THE MEETING INTO THE CLOSED MEETING

**THAT** Council will now go into a meeting which is closed to the public in accordance with Section 90 of the Community Charter, on the basis that the subject matter of all agenda items relate to matters listed under Sections:

90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

90(1)(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;

90(2)(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;

## 3. END OF THE MEETING

The meeting ended at 9:01 a.m.

Jonathan Cote

MAYOR

Jacque Killawee

**CITY CLERK** 



A vibrant, compassionate, sustainable city that includes everyone.

# **CITY COUNCIL MEETING**

# MINUTES

Monday, June 13, 2022, 6:00 p.m. Meeting held electronically and open to public attendance Council Chamber, City Hall

PRESENT: Mayor Jonathan Coté Councillor Chinu Das Councillor Patrick Johnstone Councillor Jamie McEvoy Councillor Nadine Nakagawa Councillor Chuck Puchmayr Councillor Mary Trentadue

| STAFF PRESENT:        |                                                        |
|-----------------------|--------------------------------------------------------|
| Ms. Lisa Spitale      | Chief Administrative Officer                           |
| Ms. Jacque Killawee   | City Clerk                                             |
| Mr. Rod Carle         | General Manager, Electrical Utility                    |
| Ms. Lisa Leblanc      | Director of Engineering Services                       |
| Mr. John Stark        | Acting Senior Manager of Climate Action, Planning and  |
|                       | Development                                            |
| Ms. Denise Tambellini | Manager, Intergovernmental and Community Relations     |
| Ms. Harji Varn        | Chief Financial Officer and Director of Finance        |
| Mr. Erin Williams     | Acting Chief, New Westminster Fire and Rescue Services |

### 1. CALL TO ORDER AND LAND ACKNOWLEDGEMENT

Mayor Cote opened the meeting at 6:00 p.m. and recognized with respect that New Westminster is on the unceded and unsurrendered land of the Halkomelem speaking peoples. He acknowledged that colonialism has made invisible their histories and connections to the land. He recognized that, as a City, we are learning and building relationships with the people whose lands we are on.

# 2. CHANGES TO THE AGENDA

None.

### 3. ISSUANCE OF PERMIT

### 3.1 Development Variance Permit No. DVP00699 for 823-841 Sixth Street

The City is considering a Development Variance Permit to vary the definition of "Security" in the City's Subdivision and Development Control Bylaw. Aboriginal Land Trust has been approved by the City to construct an affordable housing project at 823-841 Sixth Street, which will be funded by BC Housing Management Commission. The variance will allow BC Housing to provide an "Indemnification Servicing Agreement" for offsite works to the City, in combination with a reduced letter of credit from the Developer, as an acceptable form of security for the project.

- a. Copy of Notice
- b. Director of Engineering Services' report dated May 30, 2022
- c. Statement concerning the number of written submissions received, including On Table submissions (City Clerk)

Jacque Killawee, City Clerk, advised that no written submissions had been received.

#### d. Council Decision

**THAT** Council approve issuance of Development Variance Permit No. DVP00699.

Carried.

All members present voted in favour of the motion.

#### 4. REPORTS AND PRESENTATIONS FOR COUNCIL DISCUSSION AND ACTION

#### 4.1 Library Board Letter

### a. Library Board letter dated May 26, 2022 regarding a request that Council send a motion to the UBCM convention

### b. Report: Library Board Letter

To provide Council with a resolution that can be forwarded to UBCM in support of the Library Board Request.

MOVED AND SECONDED

**THAT** The City of New Westminster write to the MLA for New Westminster, MLA for Richmond-Queensborough, and the BC Minister for Education; and

THAT The City of New Westminster submit the following motion to UBCM:

WHEREAS libraries in British Columbia are largely financed by levies paid by local governments, and where provincial library funding has remained stagnant for the past 10 years;

AND WHEREAS public libraries are central to communities, provide equitable access to vital resources, including internet, computers, digital library tools and in-person services from expert staff which are essential for low-barrier services and support job seekers and small businesses, that increase literacy in communities, that advance reconciliation with Indigenous peoples, and that promote equity and inclusion;

THEREFORE BE IT RESOLVED that the Union of the BC Municipalities call on the Government of British Columbia to provide long-term sustainable funding for public libraries in BC and that the Province ensure that BC Libraries will henceforth receive regular increases to Provincial Government funding in subsequent years.

AND THAT The City of New Westminster share the above motion with BC municipalities.

Carried.

All members present voted in favour of the motion.

**Procedural Note:** The delegates' presentation occurred prior to the vote on the motion.

#### c. Presentation

Nora Andrew, Elaine Su and Vanessa Wazno spoke in support of libraries expanding their scope beyond books and noted:

- The library is a safe place for the public;
- It is an area for community engagement;
- An ambitious strategic plan has been developed;
- The library is a place for society's most vulnerable and marginalized populations; and,
- The library provides equitable access to information and the internet.

Council thanked the library staff for being the heart of the community and noted:

- Libraries became cooling centers during the 2021 heat dome event;
- Libraries are a lifeline for newcomers;
- Appreciation for the bold strategic plan:
  - The plan needs to be supported and funded; and,
  - Provincial funding is often not indexed; and,
- Appreciation for the extent of services offered.

# 5. <u>CONSENT AGENDA</u>

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.

# MOVED AND SECONDED

**THAT** Council adopt the recommendations for Items 5.1, 5.2, 5.4 to 5.12, 5.14, 5.15, 5.17, and 5.18 on consent.

### Carried.

All members present voted in favour of the motion.

# 5.1 Zoning Bylaw Text Amendment for Secured Market Rental Housing: 616-640 Sixth Street – Bylaw for First and Second Readings

To request that Council: 1) rescind Housing Agreement Bylaw No. 8131, 2019; 2) rescind Housing Agreement Amendment Bylaw No. 8242, 2020; 3) consider Zoning Amendment Bylaw No. 8348, 2022 for First and Second Readings; and 4) waive the Public Hearing, as the Bylaw is consistent with the City's Official Community Plan.

**THAT** Council rescind Housing Agreement Bylaw No. 8131, 2019.

**THAT** Council rescind Housing Agreement Amendment Bylaw No. 8242, 2020.

**THAT** Council consider Zoning Amendment Bylaw No. 8348, 2022 for First and Second Readings.

**THAT** Council waive the Public Hearing, as the Bylaw is consistent with the City's Official Community Plan.

**THAT** Council direct staff to secure finalization of the Transportation Demand Management Strategy to the satisfaction of the Director of Engineering Services as a condition of issuance of Development Permit.

#### Adopted on Consent.

#### 5.2 2021 Annual Water Quality Monitoring Report

The purpose of this report is to present the 2021 Annual Water Quality Monitoring Report to Council. This report is an annual requirement to summarize and maintain a record of the water quality monitoring data collected during the subject year.

THAT the 2021 Annual Water Quality Monitoring Report be received.

### Adopted on Consent.

# 5.3 Council Resolution in Support of the City of New Westminster's Application under the Age-Friendly Communities Grant Program

This report is to seek Council direction for staff to submit an application under the Age-Friendly Communities Grant Program, for the proposed project and related activities as outlined in this report, and for the City to accept overall grant management of the project and related activities.

In discussion, Council members noted:

- Social exclusion is a community concern and a concern for seniors;
- Social exclusion can lead to depression and the inability to seek support or intervention; and,
- The need for connecting emergency preparedness for socially excluded citizens.

In response to a question from Council, John Stark, Acting Senior Manager of Climate Action, Planning and Development, advised that the Age-Friendly Communities Grant program would be funded by a one-time grant and noted:

- More funding will be sought;
- Climate emergencies and events have stressed the importance of social connectedness;
- Grant funding will be focused on independent seniors' residences and market rental housing; and
- The City is the second community to implement a program for emergency preparedness and social connectedness.

### MOVED AND SECONDED

**THAT** Council direct staff to submit an application under the Age-Friendly Communities Grant Program, as outlined in this report, and that the City accept overall grant management of the project and related activities.

#### Carried.

All members present voted in favour of the motion.

# 5.4 Heritage Revitalization Agreement, Heritage Designation, Road Closure and Land Sale: 108 – 118 Royal Avenue and 74 – 82 First Street – Bylaws for Consideration of Readings

To consider bylaws which would allow for the construction of 189 market strata units in a mid-rise building and within a relocated, protected and restored 1890 Woods House (82 First Street), and the offsite relocation of the 1930 Henderson House (112 Royal Avenue). Includes consideration of land sale and dedication to facilitate the development and a multi-use pathway.

**THAT** That Council consider Heritage Revitalization Agreement (108 – 118 Royal Avenue and 74 – 82 First Street) Bylaw 8339, 2022, Heritage Designation (82 First Street) Bylaw No. 8340, 2022, and Road Closure Bylaw and Land Disposition (Windsor Street) Bylaw No. 8350, 2022 for First and Second Readings, and forward the Bylaws to a Public Hearing; and

**THAT** Council authorize the Mayor and Corporate Officer to sign the Road Closure and Land Exchange Agreement which includes the sale of a portion of the Windsor Street right of way adjacent to the proposed development and the dedication of new road (intended to be used for a multi-use pathway) adjacent to Qayqayt Elementary School, should Council adopt Road Closure Bylaw and Land Disposition (Windsor Street) Bylaw No. 8350, 2022.

### Adopted on Consent.

# 5.5 Housing Agreement Bylaw No. 8316, 2022 for 823 - 841 Sixth Street (Affordable Rental Housing) – Bylaw for Three Readings

To request Council consider Housing Agreement Bylaw No. 8316, 2022 for First, Second and Third Readings and direct the Mayor and Corporate Officer to sign and execute the Housing Agreement and associated Section 219 Covenant to provide a legal framework for operating and maintaining the affordable rental units. **THAT** Council consider Housing Agreement Bylaw No. 8316, 2022 to authorize the City to enter into a Housing Agreement with the property owner to facilitate the creation of 96 affordable rental units to be secured for 60 years of the building;

**THAT** Council consider Housing Agreement Bylaw No. 8316, 2022 for First, Second and Third Readings; and

**THAT** Council direct the Mayor and Corporate Officer to sign and execute the Housing Agreement and associated Section 219 Covenant following the adoption of the Housing Agreement Bylaw No. 8316, 2022.

#### Adopted on Consent.

# 5.6 Official Community Plan Amendment Application, Heritage Revitalization Agreement, Heritage Designation Bylaw, and Housing Agreement: 514 Carnarvon Street – Bylaws for Consideration of Readings

To request that Council consider bylaws which would allow for the construction of a 30 storey tower which includes at its base new space for the Holy Trinity Parish and 285 residential units above, 14 of which would be secured for rental at market rates, as well as restoration and a seismic upgrade of the existing 1899 cathedral which would be protected by a Heritage Designation Bylaw, in addition to creation of a privately owned publicly accessible plaza and pedestrian connection from Carnarvon Street to the Columbia Street SkyTrain Station.

**THAT** Council consider Official Community Plan Amendment Bylaw (514 Carnarvon Street) No. 8088, 2022 for First Reading;

**THAT** Council consider Official Community Plan Amendment Bylaw (514 Carnarvon Street) No. 8088, 2022 in conjunction with the City's Capital Expenditure Program as contained in the Five-Year Financial Plan and the Region's Solid Waste Management Plan and Liquid Waste Management Plan, of which the subject OCP Amendment Bylaw is hereby deemed to be consistent with said program and plan in accordance with Section 477(3)(a) of the Local Government Act;

**THAT** Council consider Official Community Plan Amendment Bylaw (514 Carnarvon Street) No. 8088, 2022 for Second Reading and forward it to a Public Hearing;

**THAT** Council consider First and Second Readings of Heritage Revitalization Agreement Bylaw (514 Carnarvon Street) No. 8089, 2022

and Heritage Designation Bylaw (514 Carnarvon Street) No. 8090, 2022 and forward these bylaws to an upcoming Public Hearing;

**THAT** Council endorse the Housing Agreement principles as outlined in Attachment 6 and consider Housing Agreement Bylaw 8338, 2022 for First and Second Readings.

#### Adopted on Consent.

#### 5.7 Parks and Recreation 2023 Fees and Charges Bylaw Amendment

The purpose of this report is to provide Council with details on the 2023 Parks and Recreation proposed fee adjustments and to recommend endorsement by Council.

**THAT** Council consider first, second and third readings to Fees and Charges Amendment Bylaw, No. 8343, 2022, a bylaw to amend the Parks and Recreation Fees and Charges Bylaw No. 6673, 2001 (Attachment "A"). Adopted on Consent.

### 5.8 Q1 2022 Capital Budget Adjustments

To seek Council's approval of the proposed 2022 Quarter 1 Capital Budget Adjustments & Revised 2022 Capital Budget: (1) Adjust the underestimated 2022 Carryover Spending by \$4.8M; (2) Adjust for net budget increases of \$13.8M; and (3) Approve the proposed revised 2022 Multi-Year Capital Budget of \$189.4M.

**THAT** Council approves the 2022 Quarter 1 capital budget adjustments as outlined in Attachment 1 of this report.

#### Adopted on Consent.

# 5.9 Rezoning and Housing Agreement: 1321 Cariboo Street – Bylaws for Consideration of Readings

To request that Council consider the proposed Zoning Amendment and Housing Agreement bylaws, which would facilitate a secured market rental housing development.

**THAT** Council consider Zoning Amendment Bylaw No. 8345, 2022 for First and Second Readings, and forward the Bylaw to a Public Hearing.

**THAT** Council consider for First, Second, and Third Readings Housing Agreement Bylaw No. 8346, 2022 to authorize the City to enter into a Housing Agreement with the property owner to require that all residential units at 1321 Cariboo Street be secured as market rental housing.

#### Adopted on Consent.

# 5.10 Road Closure and Disposition Bylaw and Zoning Bylaw Amendment: Surplus Road Allowances Queensborough Eastern Neighbourhood Node – Bylaws for First and Second Readings

The purpose of this report is to request that Council consider the proposed Road Closure and Disposition Bylaw, and Zoning Amendment Bylaw for two surplus road allowances in the Queensborough Eastern Neighbourhood Node. The road allowances would be consolidated with adjacent properties and would be developed in accordance with the Queensborough Community Plan and the Master Plan for the area.

**THAT** Council Consider First and Second Readings for Road Closure Bylaw No. 8347, 2022 and schedule a Public Hearing on June 27, 2022, for surplus road allowances in the Queensborough Eastern Neighbourhood Node; and

**THAT** Council consider First and Second Readings for Zoning Amendment Bylaw No. 8351, 2022 and forward the bylaw to a Public Hearing on June 27, 2022.

#### Adopted on Consent.

#### 5.11 **Proclamation – World Oceans Day, June 8, 2022**

Adopted on Consent.

5.12 Proclamation – Philippine Independence Day and Filipino Heritage Month, June 12, 2022 and June 2022

Adopted on Consent.

### 5.13 Proclamation – World Elder Abuse Awareness Day, June 15, 2022

Alison Silgardo, Senior Services Society of BC, sought Council support and recognition for the issue of elder abuse and noted:

- The numbers of adults over 85 in Canada has doubled since 2001;
- Challenges facing elders:
  - Homelessness;
  - Technical challenges;
  - Health care;
  - Advanced care;
  - Ageism and housing;
  - Turnover of rental and mobile properties; and,
  - Fear of loss of independent living;
- Older adults have the right to be treated with dignity and respect and to live free from abuse and discrimination; and,

• Encouragement to wear purple on June 15, 2022 in support of older adults.

Mayor Coté read the proclamation and declared June 15, 2022 World Elder Abuse Awareness Day in the City of New Westminster.

#### 5.14 Proclamation – Seniors Week, June 5-11, 2022

#### Adopted on Consent.

#### 5.15 Proclamation – Deafblind Awareness Month, June 2022

### Adopted on Consent.

#### 5.16 Proclamation – Recreation and Parks Month, June 2022

Jay Young, Manager, Recreation Services, Parks and Recreation, thanked Council for recognizing Recreation and Parks Month and noted:

- A social media campaign has been initiated to highlight facilities, parks and a series of free and low cost services available to the community e.g., Westminster Pier Park 10<sup>th</sup> Anniversary; and,
- Parks and Recreation services enrich the community and promote physical and mental wellness.

Pat Emerson, Queensborough resident, shared her personal story of connectedness after joining an exercise group and noted:

- The exercise group led to friendships and volunteering for special programs;
- The need for seniors to stay active; and,
- Recreational facilities are pivotal for social connections and inclusion.

In discussion, Council members noted:

- Appreciation that all parks and recreational facilities are open;
- The role that parks and recreational facilities play in emergencies;
- The example set by First Nations communities and their treatment of their elders; and,
- Recreational facilities give the community a place to socialize and connect.

Mayor Coté read the proclamation and declared the month of June 2022 Recreation and Parks Month in the City of New Westminster.

### 5.17 Proclamation – Year of the Garden 2022 and National Garden Day, June 18, 2022 and Year of 2022

Adopted on Consent.

### 5.18 Minutes for Adoption

- a. May 16, 2022 Special City Council Meeting (6:30 p.m.)
- b. May 30, 2022 City Council Meeting (9:00 a.m.)
- c. May 30, 2022 Public Hearing
- d. May 30, 2022 City Council Meeting (immediately following the Public Hearing)

# Adopted on Consent.

# 6. OPPORTUNITY FOR THE PUBLIC TO SPEAK TO COUNCIL - 7:00 PM

Bob Crockett, President of the Arts Council of New Westminster, led the review of a presentation titled "Strive, Drive, and Thrive, Strategic Plan 2021-2024 and highlighted:

- The Arts Council's mandate is to bring the community together through the arts:
  - Strive for artistic excellence;
  - Drive through arts outreach; and,
  - Thrive with arts sustainability;
- Ongoing efforts to address equity, diversity, inclusion and accessibility; and,
- The arts are a key element in supporting economic recovery.

Mr. Crocket introduced Laura Grady, the new Executive Director, and thanked Stephen O'Shea for his work as Executive Director of the Arts Council.

Ms. Grady provided an update on summer programming and noted the Strive, Drive and Thrive fundraising event on June 30, 2022.

Council expressed thanks to Mr. O'Shea for his commitment and dedication to the Arts Council and the community. They acknowledged the challenges due to the pandemic and their excitement at seeing the arts back in the community.

Mayor Coté presented Mr. O'Shea with a gift on behalf of City Council.

Whitney Vicente, West Coast Environmental Law, advocated for legislation to protect biological diversity and ecosystem health and noted:

- The importance of advocating for a provincial law to protect biodiversity and ecosystem health;
- Consequences of legislation that prioritize resource development over ecosystem health:
  - A provincial statutory framework that prioritizes ecosystems offers a durable solution for mitigating climate change impacts; and,

- Benefits of a provincial statutory framework that includes integrated decision-making and reduction of infrastructure and management costs;
- Climate events are more likely in the midst of climate change;
- Advocating for overarching legislation would aid in reconciliation; and,
- A request for the City's commitment to support the proposed legislation.

Christopher Bell, resident, spoke in opposition to the legislation waiving Public Hearings and noted:

- Request to defer the implementation of the legislation pending a full public engagement process;
- The necessity of developing regulations;
- Waiving Public Hearings remove statutory rights from the public; and,
- Legal challenges cannot be initiated without a Public Hearing.

In discussion, Council members noted:

- Discussions are ongoing regarding the process;
- A protocol for the new regulations is being drafted;
- Concern that new protocols do not interfere with the democratic rights of the public; and
- The Public Engagement Department undertakes public outreach for larger projects.

### 7. <u>BYLAWS</u>

### 7.1 Bylaws for readings

# a. Zoning Amendment (616 and 640 Sixth Street) Bylaw No. 8348, 2022

To enable construction of a mixed-use, 100% secured market rental project at 616 and 640 Sixth Street. This bylaw is on the agenda for **TWO READINGS**.

Public Hearings are sometimes held for zoning amendments. Because this bylaw is consistent with the Official Community Plan, staff have recommended that the Public Hearing be waived by Council.

MOVED and SECONDED

**THAT** Zoning Amendment (616 and 640 Sixth Street) Bylaw No. 8348, 2022 be given First Reading.

Carried.

**THAT** Zoning Amendment (616 and 640 Sixth Street) Bylaw No. 8348, 2022 be given Second Reading.

Carried.

All members present voted in favour of the motion.

# b. Heritage Revitalization Agreement (108-118 Royal Avenue and 74-82 First Street) Bylaw No. 8339, 2022

This bylaw will enable the development of a six to eight storey multiple unit residential building with 189 stratified residential units and a density of 3.29 FSR in exchange for the retention, on-site relocation, restoration, and protection of the Woods House (1890) at 82 First Street. This bylaw is on the agenda for **TWO READINGS**.

A Public Hearing will be held for this bylaw.

MOVED and SECONDED

**THAT** Heritage Revitalization Agreement (108-118 Royal Avenue and 74-82 First Street) Bylaw No. 8339, 2022 be given First Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Heritage Revitalization Agreement (108-118 Royal Avenue and 74-82 First Street) Bylaw No. 8339, 2022 be given Second Reading.

#### Carried.

All members present voted in favour of the motion.

#### c. Heritage Designation (82 First Street) Bylaw No. 8340, 2022

This bylaw will legally protect the Woods House (built 1890) at 82 First Street and designate it as protected heritage property. This bylaw is on the agenda for **TWO READINGS**.

A Public Hearing will be held for this bylaw.

MOVED and SECONDED

**THAT** Heritage Designation (82 First Street) Bylaw No. 8340, 2022 be given First Reading.

#### Carried.

**THAT** Heritage Designation (82 First Street) Bylaw No. 8340, 2022 be given Second Reading.

Carried.

All members present voted in favour of the motion.

### d. Road Closure Bylaw and Land Disposition (Windsor Street) Bylaw No. 8350, 2022

This bylaw will authorize the sale and closure of a 404.7 square metres portion of Windsor Street. This bylaw is on the agenda for **TWO READINGS.** 

A Public Hearing will be held for this bylaw.

MOVED and SECONDED

**THAT** Road Closure Bylaw and Land Disposition (Windsor Street) Bylaw No. 8350, 2022 be given First Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Road Closure Bylaw and Land Disposition (Windsor Street) Bylaw No. 8350, 2022 be given Second Reading.

#### Carried.

All members present voted in favour of the motion.

# e. Official Community Plan Amendment (514 Carnarvon Street -Holy Trinity Cathedral) Bylaw No. 8088, 2022

This bylaw will amend the land use designation in the Official Community Plan of 514 Carnarvon Street from "Residential – Mid Rise Apartment" to "Residential – Tower Apartment". This bylaw is on the agenda for **TWO READINGS**.

A Public Hearing will be held for this bylaw.

MOVED and SECONDED

**THAT** Official Community Plan Amendment (514 Carnarvon Street -Holy Trinity Cathedral) Bylaw No. 8088, 2022 be given First Reading.

Carried.

**THAT** Official Community Plan Amendment (514 Carnarvon Street -Holy Trinity Cathedral) Bylaw No. 8088, 2022 be given Second Reading.

Carried.

All members present voted in favour of the motion.

# f. Heritage Revitalization Agreement (514 Carnarvon Street - Holy Trinity Cathedral) Bylaw No. 8089, 2022

This bylaw will allow development of a 30 storey, 6.59 FSR tower with 271 market condo units, 14 secured market rental units (285 total), and institutional-use space for the Parish at the tower base in exchange for the retention, on-site relocation, restoration, and protection of the Holy Trinity Cathedral; publicly accessible plaza space; public pedestrian connection improvements; and onsite public art. This bylaw is on the agenda for **TWO READINGS**.

A Public Hearing will be held for this bylaw.

MOVED and SECONDED

**THAT** Heritage Revitalization Agreement (514 Carnarvon Street - Holy Trinity Cathedral) Bylaw No. 8089, 2022 be given First Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Heritage Revitalization Agreement (514 Carnarvon Street -Holy Trinity Cathedral) Bylaw No. 8089, 2022 be given Second Reading.

Carried.

All members present voted in favour of the motion.

# g. Heritage Designation (514 Carnarvon Street - Holy Trinity Cathedral) Bylaw No. 8090, 2022

This bylaw will legally protect the Holy Trinity Cathedral (built 1899) at 514 Carnarvon Street and designate it as protected heritage property. This bylaw is on the agenda for **TWO READINGS**.

A Public Hearing will be held for this bylaw.

**THAT** Heritage Designation (514 Carnarvon Street - Holy Trinity Cathedral) Bylaw No. 8090, 2022 be given First Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Heritage Designation (514 Carnarvon Street - Holy Trinity Cathedral) Bylaw No. 8090, 2022 be given Second Reading.

Carried.

All members present voted in favour of the motion.

### h. Zoning Amendment (1321 Cariboo Street) Bylaw No. 8345, 2022

To facilitate a 15 unit secured market rental housing development. This bylaw is on the agenda for **TWO READINGS**.

A Public Hearing will be held for this bylaw.

MOVED and SECONDED

**THAT** Zoning Amendment (1321 Cariboo Street) Bylaw No. 8345, 2022 be given First Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Zoning Amendment (1321 Cariboo Street) Bylaw No. 8345, 2022 be given Second Reading.

Carried.

All members present voted in favour of the motion.

# i. Road Closure and Dedication Removal (Queensborough Eastern Neighbourhood Node) Bylaw No. 8347, 2022

This bylaw will close two surplus roads in the Queensborough Eastern Neighbourhood Node, which will allow them to be sold and zoned for development. This bylaw is on the agenda for **TWO READINGS**.

A Public Hearing will be held for this bylaw.

**THAT** Road Closure and Dedication Removal (Queensborough Eastern Neighbourhood Node) Bylaw No. 8347, 2022 be given First Reading.

#### Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Road Closure and Dedication Removal (Queensborough Eastern Neighbourhood Node) Bylaw No. 8347, 2022 be given Second Reading.

#### Carried.

All members present voted in favour of the motion.

# j. Zoning Amendment (Blackley Street) Bylaw No. 8351, 2022

This bylaw will zone two surplus roads in the Queensborough Eastern Neighbourhood Node, which will be closed and consolidated with adjacent properties with the same zoning in order to facilitate development in the Node. This bylaw is on the agenda for **TWO READINGS**.

A Public Hearing will be held for this bylaw.

MOVED and SECONDED

**THAT** Zoning Amendment (Blackley Street) Bylaw No. 8351, 2022 be given First Reading.

### Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Zoning Amendment (Blackley Street) Bylaw No. 8351, 2022 be given Second Reading.

#### Carried.

All members present voted in favour of the motion.

# k. Housing Agreement (823-841 Sixth Street) Bylaw No. 8316, 2022

To enter into a housing agreement to secure 96 non-market rental units. This bylaw is on the agenda for **THREE READINGS**.

**THAT** Housing Agreement (823-841 Sixth Street) Bylaw No. 8316, 2022 be given First Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Housing Agreement (823-841 Sixth Street) Bylaw No. 8316, 2022 be given Second Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Housing Agreement (823-841 Sixth Street) Bylaw No. 8316, 2022 be given Third Reading.

Carried.

All members present voted in favour of the motion.

# I. Housing Agreement (514 Carnarvon Street - Holy Trinity Cathedral) Bylaw No. 8338, 2022

A bylaw to secure at least 14 dwelling units that will only be available for occupancy as rental housing. This bylaw is on the agenda for **THREE READINGS.** 

MOVED and SECONDED

**THAT** Housing Agreement (514 Carnarvon Street - Holy Trinity Cathedral) Bylaw No. 8338, 2022 be given First Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Housing Agreement (514 Carnarvon Street - Holy Trinity Cathedral) Bylaw No. 8338, 2022 be given Second Reading.

Carried.

All members present voted in favour of the motion. MOVED and SECONDED

**THAT** Housing Agreement (514 Carnarvon Street - Holy Trinity Cathedral) Bylaw No. 8338, 2022 be given Third Reading.

Carried.

#### m. Parks and Recreation Fees Amendment Bylaw No. 8343, 2022

A bylaw to set the Parks & Recreation Fees and Charges for 2023. This bylaw is on the agenda for **THREE READINGS**.

MOVED and SECONDED

**THAT** Parks and Recreation Fees Amendment Bylaw No. 8343, 2022 be given First Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Parks and Recreation Fees Amendment Bylaw No. 8343, 2022 be given Second Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Parks and Recreation Fees Amendment Bylaw No. 8343, 2022 be given Third Reading.

Carried.

All members present voted in favour of the motion.

#### n. Housing Agreement (1321 Cariboo Street) Bylaw No. 8346, 2022

To authorize the City to enter into a Housing Agreement with the property owner that will secure all proposed units at 1321 Cariboo Street as market rental housing. This bylaw is on the agenda for **THREE READINGS.** 

MOVED and SECONDED

**THAT** Housing Agreement (1321 Cariboo Street) Bylaw No. 8346, 2022 be given First Reading.

Carried.

All members present voted in favour of the motion.

MOVED and SECONDED

**THAT** Housing Agreement (1321 Cariboo Street) Bylaw No. 8346, 2022 be given Second Reading.

Carried.

**THAT** Housing Agreement (1321 Cariboo Street) Bylaw No. 8346, 2022 be given Third Reading.

Carried.

All members present voted in favour of the motion.

#### 7.2 Bylaws for adoption

### a. Heritage Designation Bylaw (328 Second Street) No. 8310, 2022

To designate the 1889 house at 328 Second Street as a protected heritage property. This bylaw is on the agenda for **ADOPTION**.

MOVED and SECONDED

**THAT** Heritage Designation Bylaw (328 Second Street) No. 8310, 2022 be adopted.

Carried.

All members present voted in favour of the motion.

# b. Zoning Amendment Bylaw (122 Eighth Avenue) No. 8325, 2022

To enable construction of a duplex at 122 Eighth Avenue. This bylaw is on the agenda for **ADOPTION.** 

MOVED and SECONDED

**THAT** Zoning Amendment Bylaw (122 Eighth Avenue) No. 8325, 2022 be adopted.

### Carried.

All members present voted in favour of the motion.

# c. Zoning Amendment Bylaw (817 St. Andrews Street) No. 8323, 2022

**T**o enable construction of a triplex at 817 St. Andrews Street. This bylaw is on the agenda for **ADOPTION**.

MOVED and SECONDED

**THAT** Zoning Amendment Bylaw (817 St. Andrews Street) No. 8323, 2022 be adopted.

Carried.

#### 8. MOTIONS FROM MEMBERS OF COUNCIL

# 8.1 Advocacy for Legislation to Protect Biological Diversity and Ecosystem Health, Councillor Nakagawa

#### MOVED and SECONDED

WHEREAS a healthy environment is essential for the wellbeing of residents, local communities and local economies;

AND WHEREAS the cumulative impacts of lacking environmental regulations impose costs and risks on local communities, including risks associated with climate change, drinking water supply, wildfire hazard, flooding, and security of municipal infrastructure, and may undermine local government planning;

AND WHEREAS protecting and restoring biological diversity and ecosystem health provides an opportunity for strengthening relations between Indigenous and non-Indigenous communities, advancing the objective of reconciliation;

AND WHEREAS the provincial government has committed to fully implement the recommendations of the 2020 Old Growth Strategic Review (OGSR), including recommendation 2: "Declare conservation of ecosystem health and biodiversity of British Columbia's forests as an overarching priority and enact legislation that legally establishes this priority for all sectors";

AND WHEREAS New Westminster residents are passionate about protection of the natural environment and support measures to safeguard and restore biological diversity and ecosystem health.

THEREFORE BE IT RESOLVED THAT the City of New Westminster calls on the Province of British Columbia, in partnership with Indigenous leadership, to develop and communicate in a timely way the process and timelines through which they will develop new legislation to protect and restore biological diversity and ecosystem health, in a manner consistent with the *United Nations Declaration on the Rights of Indigenous Peoples*, and with the involvement of local governments, civil society groups, Indigenous and western scientific experts, and the concerned public.

Carried.

### 9. <u>NEW BUSINESS</u>

None.

# 10. ANNOUNCEMENTS FROM MEMBERS OF COUNCIL

Councillor Puchmayr reported:

- The Tŝilhqot'in Nation is the recipient of a Real Estate Foundation award in recognition of their wildfire prevention efforts; and,
- Lauren Black, a freshman in university, set a new record in lacrosse and scored 74 points in 21 games.

Councillor McEvoy noted that poet Elliot Slinn wrote a poem for each winner of the Real Estate Foundation awards.

### 11. END OF THE MEETING

The meeting ended at 7:32 p.m.

Jonathan Cote

Jacque Killawee

MAYOR

CITY CLERK

#### THE CORPORATION OF THE CITY OF NEW WESTMINSTER

#### HOUSING AGREEMENT (823-841 Sixth Street) BYLAW NO. 8316, 2022

#### A BYLAW TO ENTER INTO A HOUSING AGREEMENT UNDER SECTION 483 OF THE LOCAL GOVERNMENT ACT

#### GIVEN THAT:

A. The owner of the lands (the "Owner") within the City of New Westminster, British Columbia legally described as:

PID: 031-711-952 LOT A SUBURBAN BLOCK 14 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP116847

(the "Land")

wishes to construct dwelling units on the Lands.

B. In connection with such construction, the Owner has agreed to use the Lands for rental housing in accordance with the terms of the Section 219 Covenant and Housing Agreement attached hereto as Schedule "A" (the "Housing Agreement").

The Council of the City of New Westminster, in open meeting assembled,

#### **ENACTS AS FOLLOWS**:

- 1. This Bylaw may be cited for all purposes as "Housing Agreement (823-841 Sixth Street) Bylaw No. 8316, 2022".
- 2. Council hereby authorizes the City of New Westminster to enter into the Housing Agreement with the Owner, substantially in the form attached hereto as Schedule "A".

3. The Mayor and the Corporate Officer of the City of New Westminster are authorized to execute the Housing Agreement, substantially in the form attached hereto as Schedule "A", and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the Housing Agreement, as required by section 483 of the *Local Government Act*.

| READ A FIRST TIME this13thday of, 2022.                        |         |  |  |  |  |
|----------------------------------------------------------------|---------|--|--|--|--|
| READ A SECOND TIME this <u>13th</u> day of <u>June</u> , 2022. |         |  |  |  |  |
| READ A THIRD TIME this <u>13th</u> day of <u>June</u> , 2022.  |         |  |  |  |  |
| THIRD READING RESCINDED this day of, 202                       | 2       |  |  |  |  |
| BYLAW AMENDED this day of, 2022                                |         |  |  |  |  |
| READ A THIRD TIME, AS AMENDED this day of                      | _, 2022 |  |  |  |  |
| ADOPTED this day of, 2022.                                     |         |  |  |  |  |
|                                                                |         |  |  |  |  |

Jonathan X Cote, Mayor

Jacqueline Killawee, City Clerk

Schedule "A" Section 219 Covenant and Housing Agreement



General Instrument - Part 1

1. Application

| Timothy Luk<br>YOUNG ANDERSON<br>1616 808 Nelson Street<br>Vancouver BC V6Z 2H2<br>604-689-7400 |
|-------------------------------------------------------------------------------------------------|
|-------------------------------------------------------------------------------------------------|

#### 2. Description of Land

| PID/Plan Number   | Legal Description                                                          |
|-------------------|----------------------------------------------------------------------------|
| <b>EPP11684</b> X | <b>KOT A OF THE SOUTH HALF OF LOT AT SUBURBAN BLOCK AA PLAN EPPATESAT.</b> |
| 031-711-952       | LOT A SUBURBAN BLOCK 14 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP116847    |

3. Nature of Interest

| Гу | pe |  |  |
|----|----|--|--|
|    |    |  |  |

Number

Additional Information

COVENANT

**PRIORITY AGREEMENT** 

Granting this Covenant herein priority over Mortgage CA9263860 and Assignment of Rents CA9263861

4. Terms

#### Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

#### ABORIGINAL LAND TRUST SOCIETY, NO.S0068266

#### **BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**

6. Transferee(s)

#### THE CORPORATION OF THE CITY OF NEW WESTMINSTER

**511 ROYAL AVENUE** 

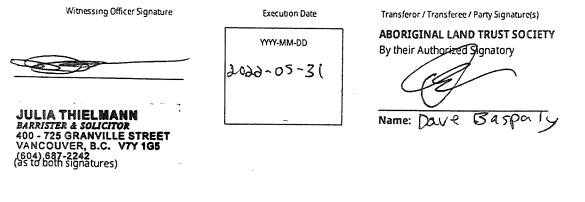
NEW WESTMINSTER BC V3L 1H9

7. Additional or Modified Terms



#### 8. Execution(s)

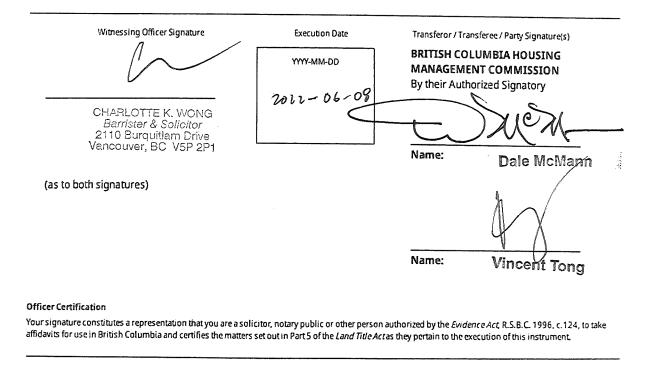
This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.



Name:

#### **Officer** Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part5 of the Land Title Act as they pertain to the execution of this instrument.



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2 of 3 Pages

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Land Title Act Charge General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

THE CORPORATION OF THE CITY OF NEW WESTMINSTER By their Authorized Signatory

Name:

(as to both signatures)

Name:

#### **Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

#### **Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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#### PART 2 – TERMS OF INSTRUMENT

#### HOUSING AGREEMENT AND COVENANT

(Section 483 Local Government Act and Section 219 Land Title Act)

THIS AGREEMENT dated for reference the 27<sup>th</sup> day of May, 2022, is

BETWEEN:

#### ABORIGINAL LAND TRUST SOCIETY, INC. NO. S0068266

2750 RUPERT STREET Vancouver, British Columbia V5M 3T7

(the "Owner")

AND:

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER**, 511 Royal Avenue New Westminster, British Columbia V3L 1H9

(the "City")

#### WHEREAS:

- A. The Owner is the registered owner in fee simple of the lands and premises in the City of New Westminster, British Columbia which are legally described in Item 2 of the Form C attached hereto (the "Lands");
- B. Section 483 of the *Local Government Act* permits the City to enter into and note on title to lands housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent that may be charged for housing units;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a positive or a negative nature in favour of the City in respect of the use of, construction on, and subdivision of land; and
- D. The City and the Owner wish to enter into this Agreement to provide long-term affordable rental housing on the terms and conditions set out in this Agreement.

In consideration of one (\$1.00) dollar paid to the Owner by the City and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

#### ARTICLE 1 DEFINITIONS AND INTERPRETATION

- **1.1 Definitions** In this Agreement, the following words have the following meanings:
- (a) "Agreement" means this agreement together with all LTO forms, schedules, appendices, attachments and priority agreements attached hereto;
- (b) "Approved Lender" means any Mortgagee approved by CMHC for the purpose of making loans under the National Housing Act (Canada);
- (c) "BC Housing" means the British Columbia Housing Management Commission, or its successor in role;
- (d) "BC Housing Operating Agreement" means an operating agreement in respect of the Lands and the Secured Rental Units between the Owner and BC Housing, which includes but is not limited to: rental rates and selection of Tenants;
- (e) "building" means the residential building proposed to be constructed on the Lands by the Owner after the reference date of this Agreement, which includes the Secure Rental Units;
- (f) "CMHC" means Canada Housing and Mortgage Corporation or its successors in function;
- (g) "Deep Subsidy Income" means a household income that does not exceed the Deep Subsidy Income Limits as established by BC Housing from time to time and published in the BC Housing Glossary;
- (h) "Deep Subsidy Unit" means a Secured Rental Unit occupied by Tenants whose household income is a Deep Subsidy Income;
- (i) "Dwelling Unit" means a residential dwelling unit or units located or to be located on the Lands;
- "Eligible Tenant" means a Tenant who, at the time they enter into a Tenancy Agreement, has a household income equal to or less than the income limits set for that type of Secured Dwelling Unit, or is otherwise deemed to have the applicable household income type;
- (k) "household income" means the gross income from all sources for all members of the household;
- (I) "Housing Income Limits" means the Housing Income Limits for affordable housing programs (for each category of dwelling unit) established by BC Housing from time to time in the "Vancouver Planning Area" as shown in the annual Housing Income Limits report published by BC Housing;
- (m) "LTO" means the New Westminster Land Title Office or its successor;
- (n) "Market Unit" means a Secured Rental Unit occupied by Tenants whose household income

- (o) "Market Rental Rate" means the primary rental market average rent as published from time to time by CMHC for the New Westminster area.
- (p) "Ministry" means the British Columbia Ministry of Social Development and Poverty Reduction, or its successor in role;
- (q) "Moderate Income" means a household income that does not exceed the Moderate Income Limits as established by BC Housing from time to time and published in the BC Housing Glossary;
- (r) "Mortgage" means a registered mortgage or registered mortgages granted by the Owner upon or in respect of the interest of the Owner in the Lands and the building or buildings or any part thereof and includes any deed of trust and mortgage to secure any bonds or debentures issued thereunder;
- (s) "Mortgagee" means a mortgagee or mortgagees under a Mortgage and includes any trustee for bondholders or debenture holders under a deed of trust and mortgage to secure any bonds or debentures issued thereunder;
- (t) "Rent-Geared-to-Income (RGI) Unit" means a Secured Rental Unit occupied by Tenants whose household income does not exceed the Housing Income Limits for that type of unit;
- (u) "Secured Rental Unit" means a Dwelling Unit that is designated as a Secured Rental Unit in accordance with section 2.1;
- (v) "subdivide" means to divide, apportion, consolidate or subdivide the Lands or any building on the Lands, or the ownership or right to possession or occupation of the Lands or any building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or a "shared interest in land" as defined in the Real Estate Development Marketing Act (British Columbia);
- (w) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy a Secured Rental Unit; and
- (x) "Tenant" means an occupant of a Secured Rental Unit by way of a Tenancy Agreement.
- **1.2** Interpretation In this Agreement:
- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* (British Columbia) with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", or "year" is a reference to a calendar day, calendar month, or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

#### ARTICLE 2 USE AND CONSTRUCTION OF LANDS AND SECURED RENTAL UNITS

**2.1 Designation** – The Owner covenant and agrees that the Lands shall only be used in accordance with this Agreement and that:

- (a) the Lands will not be developed and no building or structure will be constructed or used on the Lands unless as part of the development, construction, or use of any such building or structure, the Owner also designs and constructs to completion, in accordance with a building permit issued by the City of New Westminster, any development permit issued by the City of New Westminster and, if applicable, any rezoning consideration applicable to the development on the Lands, at least ninetysix (96) Dwelling Units;
- (b) Every Dwelling Unit constructed on the Lands after the reference date of this Agreement is designated as a Secured Rental Unit;
- (c) Of the Secured Rental Units on the Lands, the Owner will make best efforts to ensure that no fewer than 20% will be occupied as Deep Subsidy Units, no fewer than 50% will be occupied as RGI Units, and no greater than 30% will be occupied as Market Units; and

(d) a Secured Rental Unit shall only be used as a permanent residence for a Tenant.

**2.2** Restriction on Subdivision – The Owner covenants and agrees with the City that none of the Lands nor any building on the Lands shall be subdivided by any means whatsoever, excluding the consolidation of the Lands into a single lot and/or the dedication of portions of the Lands to the City. Without limiting the foregoing, the Owner acknowledges that the City will not support applications for subdivision in any manner that would allow the Secured Rental Units to be sold independently of each other.

**2.3** Short-term Rentals Prohibited – The Owner agrees that no Secured Rental Unit may be rented to or tenanted by any person for a term of less than thirty (30) days.

**2.4 City Authorized to Make Inquiries** – The Owner hereby irrevocably authorizes the City to make such inquiries as the City considers necessary in order to confirm that the Owner is complying with this Agreement.

**2.5** Requirement for Statutory Declaration – Within thirty (30) days after receiving notice from the City, the Owner must, in respect of each Secured Rental Unit, provide to the City a statutory declaration, substantially in the form (with, in the City's discretion, such further amendments or additions as deemed necessary or desirable) attached as Appendix A, sworn by an authorized signatory of the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Secured Rental Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to a Secured Rental Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

**2.6** The Owner shall provide to every Tenant, subject to availability, at no charge:

(a) A bicycle parking space.

**2.7 BC Housing Operating Agreement Notice** – the Owner shall notify the City as soon as is reasonably possible of its intention to enter into a BC Housing Operating Agreement, or the termination/expiry of a BC Housing Operating Agreement.

#### ARTICLE 3 USE OF SECURED RENTAL UNITS

**3.1** Effect of BC Housing Operating Agreement – The provisions of this Article 3 shall only apply if the Lands and the Secure Rental Units are not subject to a BC Housing Operating Agreement.

**3.2** Use of Secured Rental Units – The Owner agrees that each Secured Rental Unit may only be used as a residence occupied by an Eligible Tenant.

3.3 Tenant Screening and Records – The Owner covenants and agrees with the City as follows:

- (a) the Owner shall review the household income of each prospective Tenant at the commencement of each Tenancy to determine whether the prospective Tenant is an Eligible Tenant, and to determine the amount of rent payable in accordance with section 3.4, and on an annual basis thereafter;
- (b) The Owner shall maintain a waitlist of potential Tenants to be used to fill Secured Rental Units as they become available; and
- (c) the Owner shall maintain a system of records indicating the annual incomes of and rent paid by each past and current Tenant for a period of not less than seven years, which shall be available to the City for review upon request.

**3.4** Occupancy and Tenure of Secured Rental Units – The Owner must not rent, lease, license or otherwise permit occupancy of any Secured Rental Unit except in accordance with the following additional conditions:

- (a) the Secured Rental Units will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for sanitary sewer, storm sewer, water or property or similar tax. For clarity, this condition does not extend to the Owner charging the Tenant for electricity, or have the ' Tenant billed for electricity directly by the City of New Westminster;
- (c) the Owner will not require the Tenant to pay any additional fee for, nor prevent or prohibit Tenants from accessing any common areas or amenities within the building or on the Lands, including but not limited to those amenities described in subsection (c), above, and for the purpose of this provision the term "building" means the entire building that contains the Secure Rental Units, regardless of any subdivision of that building, and "Lands" means entire area of the Lands as of the reference date of this Agreement, regardless of any subsequent subdivision of that parcel;
- (d) the Owner will attach a copy of this Agreement, or at a minimum Articles 2 and 3 of this Agreement, to every Tenancy Agreement; and
- (e) the Owner will forthwith deliver a certified true copy of any Tenancy Agreement to the City upon demand.

**3.5** Rental Rates of Secure Rental Units – The Owner shall not charge monthly rental rates except in accordance with this subsection:

(a) Monthly rental rates for Deep Subsidy Units shall not exceed the amount calculated using the following formula:

30% of the Tenant's annual household income / 12

(b) Monthly rental rates for RGI Units shall not exceed the amount calculated using the following formula:

30% of the Tenant's annual household income / 12

(c) Monthly rental rates for Market Units shall not exceed the Market Rental Rate.

for certainty, and subject to the *Residential Tenancy Act*, the Owner may increase rental rates from time to time but may not exceed limits set within this section.

#### ARTICLE 4 TERM AND DEMOLITION

**4.1 Expiry of Housing Agreement** – This Agreement shall cease to apply from and after the sixtieth (60th) anniversary of the issuance of an occupancy permit for the Building by the City of New Westminster. Upon expiry, the Owner may provide to the City a discharge of this Agreement, which the City shall execute and return to the Owner for filing in the LTO.

**4.2 Demolition** – The Owner will not demolish a Secured Rental Unit or the building unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect, who is at arm's length to the Owner, indicating that it is no longer reasonable or practical to repair or replace any structural component of the Secured Rental Unit or building, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) 25% or more of the value of the building above its foundations is damaged or destroyed, as determined by the City, in its sole discretion, subject to section 4.2(c) below;

and, in each case, a demolition permit for the Secured Rental Unit or the building has been issued by the City and the Secured Rental Unit or building has been demolished under that permit, and

- (c) if at the time of such damage or destruction CMHC or an Approved Lender is the Mortgagee, then CMHC or the Mortgagee as successor may elect to require that the insurance proceeds not be applied toward the repair or rebuilding or restoration of the building, and in the event of such an election the insurance proceeds shall be applied, in priority:
  - (i) firstly, but only if and to the extent required by the Owner, towards cleaning and restoring the Lands as nearly as possible to their condition prior to the commencement of construction;
  - (ii) secondly, towards payment of all moneys owning on the mortgage, and
  - (iii) lastly, the Owner shall not be obliged to repair or rebuild or restore.

#### ARTICLE 5 MISCELLANEOUS

#### 5.1 Housing Agreement – The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act* and a covenant under section 219 of the *Land Title Act*;
- (b) the City may file notice of, and register, this Agreement in the LTO pursuant to section 483(5) of the *Local Government Act* against the title to the Lands.

**5.2 Modification** –This Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

5.3 Management – The Owner covenants and agrees with the City that:

- (a) the building shall be operated by a non-profit organisation with experience in non-profit housing or a government agency or crown corporation such as BC Housing that has experience in non-profit housing;
- (b) the Owner shall furnish good and efficient management of the Secured Rental Units;
- (c) the Owner shall permit representatives of the City to inspect the Secure Rental Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act;*
- (d) the Owner shall maintain the Secure Rental Units and the building they occupy in a good state of repair and fit for habitation in accordance with the requirements of the *Residential Tenancy Act*, reasonable wear and tear excepted;
- (e) the Owner shall comply with all applicable laws, including, without limitation, the *Residential Tenancy Act*, the City of New Westminster Business Regulation and Licencing (Rental Units) Bylaw No. 6926, 2004, as amended from time to time, and all other City bylaws, and any health and safety standards applicable to the Lands.

**5.4** Indemnity – The Owner, on its behalf, will indemnify, defend and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Secured Rental Unit or the enforcement of any Tenancy Agreement; or

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(c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

**5.5** Release – The Owner, on its behalf, hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Secured Rental Units under this Agreement; or
- (b) except to the extent arising from the negligence or wilful misconduct of the City or those for whom it is at law responsible, the exercise by the City of any of its rights under this Agreement.

**5.6** Survival – The indemnity and release set out in this Agreement will survive termination or discharge of this Agreement.

- 5.7 City's Powers Unaffected This Agreement does not:
- (a) affect, fetter or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
- 5.8 Agreement for Benefit of City Only The Owner and the City agree that:
- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future Owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Secured Rental Units; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

**5.9** No Public Law Duty – Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party

and not a public body.

**5.10** Notice – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered,

- (a) to the postal address of the Owner set out in the records at the LTO, and
- (b) to the postal address of the City set out on the first page of the terms of this Agreement and to the attention of the Director of Planning:

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

**5.11** Enuring Effect – This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

**5.12** Severability – If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

**5.13** Waiver – All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach. Any waiver of any clause or obligation by either party must be in writing and delivered pursuant to the notice provisions in this agreement.

**5.14** Entire Agreement – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the entire agreement between the City and the Owner respecting the use and occupation of the Secured Rental Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in or contemplated by this Agreement.

**5.15** Further Assurance – Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

**5.16** Agreement Runs with Lands – This Agreement burdens and runs with the Lands and every parcel into which it is subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.

**5.17** Equitable Remedies – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

**5.18** No Joint Venture – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

**5.19** Applicable Law – The laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the *Land Title Act* Form C which is attached to and forms part of this Agreement.

#### Appendix A to Housing Agreement

#### **STATUTORY DECLARATION**

| CANADA                       | ) IN THE MATTER OF A HOUSING     |
|------------------------------|----------------------------------|
|                              | ) AGREEMENT WITH THE             |
|                              | ) CORPORATION OF THE CITY OF NEW |
| PROVINCE OF BRITISH COLUMBIA | ) WESTMINSTER                    |
|                              | )<br>) ("Housing Agreement")     |

#### TO WIT:

l, \_\_\_\_\_, British Columbia, do solemnly declare that:

- 1. I am an authorized signatory of the owner of the lands located at \_\_\_\_\_, New Westminster, B.C. (the "Lands"), and make this declaration to the best of my personal knowledge.
- 2. This declaration is made pursuant to the Housing Agreement in respect of the Lands.
- 3. For the period from \_\_\_\_\_\_ to \_\_\_\_\_ the Secured Rental Units, as that term is defined in the Housing Agreement were occupied only by the tenants whose names and current addresses appear below:

| Name(s) of Tenant | Address of Tenant | Rent Paid by Tenant |
|-------------------|-------------------|---------------------|
|                   |                   |                     |
|                   |                   |                     |
|                   |                   |                     |
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|                   |                   |                     |
|                   |                   |                     |

4. I confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

)

))

)

)

)

DECLARED BEFORE ME at the City of \_\_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

A Commissioner for Taking Affidavits in the Province of British Columbia DECLARANT

#### **PRIORITY AGREEMENT**

#### WHEREAS:

- A. British Columbia Housing Management Commission (the "Chargeholder") is the holder of a mortgage and assignment of rents (the "Financial Charges") encumbering the lands described in Item 2 of Part 1 of the Form C General Instrument to which this Priority Agreement is attached and which are registered in the New Westminster Land Title Office as Mortgage CA9263860 and Assignment of Rents CA9263861; and
- B. A covenant is being granted pursuant to Part 2 of the Form C General Instrument to which this Priority
   Agreement is attached (the "City's Charge") which is or will be registered against title to the lands.

**NOW THEREFORE** for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder hereby grants to the City priority for the City's Charges over all the Chargeholder's right, title and interest in and to the lands as if the City's Charges had been executed, delivered and registered prior to the execution and registration of the Financial Charges and prior to the advance of any monies pursuant to the Financial Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

#### **END OF DOCUMENT**

## CORPORATION OF THE CITY OF NEW WESTMINSTER BYLAW NO. 8355, 2022

#### A Bylaw to Amend Elections Procedures Bylaw No. 7985, 2018

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 "Elections Procedures Bylaw Amendment Bylaw No. 8355, 2022."

#### Amendments

- 2. Elections Procedures Bylaw No. 7985, 2018, is amended by:
  - a. Deleting the word "deemed" in section 3(a);
  - b. Deleting section 4 and replacing it with the following:

In accordance with section 107 of the *Local Government Act*, in addition to the required advance voting opportunities to be held on the tenth day before general voting day, the additional required advance voting opportunity shall be held on the third day before general voting day.

c. Deleting Section 6(a) and replacing it with the following

As authorized by section 109 of the Local Government Act, special voting opportunities are established in order to give the following persons an opportunity to vote:

- (i) users of an emergency shelter or social service centre located in the City of New Westminster;
- (ii) residents or patients of a hospital, care facility, or similar facility located in the City of New Westminster.
- d. Deleting section 6(c) and replacing it with the following

A person may only vote at a special voting opportunity if they:

- (i) Are users of an emergency shelter or social service centre at which the special voting opportunity is held; or,
- (ii) Are residents or patients of a hospital, care facility or similar facility at which the special voting opportunity is held.

e. Deleting Section 7(a) and replacing it with the following:

As authorized under section 110 of the *Local Government Act,* voting may be done by mail ballot and elector registration may be done in conjunction with this voting.

f. Deleting 7(b) and replacing with it with the following:

The chief election officer shall keep sufficient records so that challenges of the elector's right to vote may be made in accordance with the intent of Section 126 of the *Local Government Act*.

g. Deleting 7(c) and replacing it with the following:

The chief election officer may establish time limits in relation to voting by mail ballot.

h. Deleting 7(d).

 GIVEN FIRST READING THIS \_\_\_\_\_ day of \_\_\_\_\_\_ 2022.

 GIVEN SECOND READING THIS \_\_\_\_\_ day of \_\_\_\_\_\_ 2022.

 GIVEN THIRD READING THIS \_\_\_\_\_ day of \_\_\_\_\_\_ 2022.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Mayor Jonathan X. Cote

Jacque Killawee, City Clerk

## CORPORATION OF THE CITY OF NEW WESTMINSTER

#### Climate Action Reserve Fund Bylaw No. 8321, 2022

A Bylaw to establish a Reserve Fund in support of the City of New Westminster's commitment to greenhouse gas reduction targets for the City's corporate operations and the community.

WHEREAS Section 188 (1) of the *Community Charter* states that a council may, by bylaw, establish a reserve fund for a specified purpose and direct that monies be placed to the credit of the reserve fund;

AND WHEREAS the City of New Westminster is a signatory to the B.C. Climate Action Charter to reduce corporate and community energy and greenhouse gas emissions;

NOW THEREFORE, the Council of the Corporation of the City of New Westminster in open meeting assembled enacts as follows:

## Name of Bylaw

1. This Bylaw may be cited as "Climate Action Reserve Fund Bylaw No. 8321, 2022."

#### Severance

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

#### Definitions

3. In this Bylaw; unless the context otherwise requires, the following words have the following meanings:

- (a) "City" means the City of New Westminster,
- (b) "Carbon Neutrality" means the state of having net-zero greenhouse gas emissions,
- (c) "Reserve Fund" means the reserve fund established by this Bylaw pursuant to Section 188 (1) of the *Community Charter.*

## Establishment of Fund

4. The Climate Action Reserve Fund is established to receive funding to provide investments in one-time funding for both Capital and Operating investments to accelerate climate mitigation and adaptation projects, actions and initiatives that target energy and greenhouse gas reductions associated with City lands, facilities, or infrastructure, or Community services or infrastructure, including but not limited to the following:

- a) The planning for and completion of regional or local energy reduction or conservation projects and initiatives;
- b) The creation and implementation of climate mitigation and adaptation strategies, policies, and other related initiatives;
- c) The creation and implementation of infrastructure projects that will result in measurable emissions reductions in support of the City's obligations under the Low Carbon Fuel Standard;
- d) The sale and transfer of low carbon fuel credits; and
- e) The provision of a mechanism to manage and track these funds and measure their impact on the corporate and community levels.

## Source of Funds

5. Money from the following sources may be deposited into the Reserve Fund established under this bylaw:

- a) Funds raised through the sale of the City's low carbon fuel credits;
- b) Contributions from annual operating budgets as authorized by Council;
- c) Contributions by other levels of government, developers, and members of the public for the express purpose of funding Carbon Neutrality; and
- d) Interest and money earned from investments in the manner provided by the Community Charter until its use is required.

## Use of Funds

6. A Council resolution or an approved Financial Plan is required for all expenditures and municipal taxation changes and other incentives from the Climate Action Reserve Fund.

| READ a FIRST TIME this day of | , 2022 |  |
|-------------------------------|--------|--|
|-------------------------------|--------|--|

READ a SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2022

READ a THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2022

ADOPTED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022

Mayor Jonathan X. Cote

Jacque Killawee, City Clerk

## CORPORATION OF THE CITY OF NEW WESTMINSTER

#### BYLAW NO. 8342, 2022

A Bylaw to Amend Development Approval Procedures Bylaw No. 5658, 1987

WHEREAS the Council of the Corporation of the City of New Westminster has adopted Development Approval Procedures Bylaw No. 5658, 1987;

AND WHEREAS the Council of the Corporation of the City of New Westminster wishes to amend Development Approval Procedures Bylaw No. 5658, 1987;

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

- 1. This Bylaw may be cited for all purposes as "Development Approval Procedures Amendment Bylaw No. 8342, 2022".
- 2. Development Approval Procedures Bylaw No. 5658, 1987 is hereby amended by:
  - (i) replacing all instances of the words, Director of Development Services, with the following:

Director of Climate Action, Planning and Development.

(ii) replacing the deleted section 5.(f.1) with the following:

The Director of Climate Action, Planning and Development may, upon receipt of the fees and accompanying information, exercise the authority of Council in relation to the issuance of minor Development Variance Permits, also referenced in Delegation Bylaw No. 7176, 2015. The Director of Climate Action, Planning and Development shall evaluate if the proposed variance is minor in accordance with the evaluation criteria outlined in Schedule A and application evaluation criteria outlined in Schedule B of this bylaw. The Director of Climate Action, Planning and Development may impose terms and conditions such as those outlined in Schedule C of this bylaw.

- (iii) deleting Section 12.
- (iv) inserting as new Schedules A, B, and C the Schedules A, B, and C attached to and forming part of this bylaw.

3. The Development Approval Procedures Bylaw is further amended by making such consequential changes as are required to give effect to the amendments particularized in this bylaw, including changes to the format and numbering.

GIVEN FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GIVEN SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GIVEN THIRD READING this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK

## SCHEDULE "A"

## **PROVISIONS OF DELEGATION OF MINOR VARIANCES**

#### CRITERIA FOR DETERMINING WHEN A VARIANCE IS MINOR

Minor variances in the following categories may be considered by the Director: 1) siting, size, and dimensions of buildings, structures and other permitted uses; 2) off street parking and loading for projects that include five or fewer units; 3) signs; 4) landscaping to screen or for natural environmental benefits. No variance may result in a change to the density or permitted use of the site.

A variance is considered to be minor where it is comparatively unimportant in size, or degree. The determination of degree must be done with regard to the particular circumstances involved. A minor variance may result in a significant change from a provision of the bylaw where that provision is determined to be comparatively unimportant under the particular circumstances. A minor variance cannot vary the application of a zoning bylaw in relation to residential rental tenure the terms for which are defined in section 481.1 of the Local Government Act.

A variance is minor if, given the provision of sufficient evidence, and the particular circumstances of the application, it can be determined that the variance would:

- 1. Be small enough to be relatively unnoticeable by the average user of the site, adjacent sites, and the surrounding public realm; or,
- 2. Be of a comparatively unimportant degree, as defined by the variance resulting in:
  - Construction that is consistent with the neighbourhood context;
  - Construction that is appropriate to existing buildings on the site;
  - Construction that maintains functionality (e.g. access and connectivity, accessibility, screening, fire access, weather protection) and/or livability (e.g. adequate outdoor space) of the subject site;
  - No more than minor adverse impacts to the functionality (e.g. loading, garbage collection, vehicle access location) and/or livability (e.g. views, shadowing, light, air, indoor or outdoor privacy) of neighbouring properties, including for any buildings that could be built on those properties under existing zoning;
  - No more than minor adverse impacts to the public realm (e.g. streetscape, lane, adjacent public open space), and/or other public assets (e.g. trees);
  - No more than minor adverse impacts to the future expansion or operation of existing permitted uses in the vicinity;
  - Adequate safety for those using, accessing and/or traveling past the subject site and surrounding sites on foot, rolling or by vehicle; and,
  - No loss of protected trees, except in circumstances where the Director determines the variance would support other priorities of Council or the City.

## SCHEDULE "B"

## **PROVISIONS OF DELEGATION OF MINOR VARIANCES**

#### APPLICATION EVALUATION CRITERIA

The Director shall evaluate minor Development Variance Permit applications using the following considerations, which are consistent with the City of New Westminster's Policy Approach to Considering Requests for Development Variances (2008), as updated from time to time:

- There should be a valid reason why the bylaw requirements cannot be met. It is not sufficient that a variance would be convenient to an owner in order to justify its approval; nor is it required that a variance be justified due to hardship; however, requests for variances on new buildings will generally not be supported unless there is a hardship related to the site (such as slope and topography issues), or it would support a Council priority (e.g. affordable rental, retention of protected trees, etc.);
- 2. The applicant can demonstrate they have explored all reasonable alternative solutions and determined that none is available, to the satisfaction of the Director;
- 3. The applicant can demonstrate the possible mitigations to issues related to the variance have been identified and incorporated into the proposal, to the satisfaction of the Director;
- 4. The variance would result in a nonconformity that is satisfactory and acceptable from a planning standpoint, e.g. continues to meet the intent of the bylaw, fulfills related planning objectives, etc. This includes that the description or definition of the permitted use must be considered, to help frame what is the intent of the Zoning Bylaw and Official Community Plan and how the new use strays outside or continues to meet that intent;
- 5. The variance would result a nonconformity that is consistent with other related City policy that would otherwise support the limitations of the provision of the regulation being sought to vary; and
- 6. The variance would result a nonconformity that maintains sufficient vehicle vision clearance (i.e. at street and lane corners, driveways), and/or required vehicle access to the site.
- 7. If the Director is not satisfied that the information provided with the application is sufficient to make a determination at the staff level, or if the Director does not believe that the impacts of the variance requested have been sufficiently mitigated, the Director reserves the right to send the DVP application to Council for their consideration.

### SCHEDULE "C"

## **PROVISIONS OF DELEGATION OF MINOR VARIANCES**

#### **TERMS AND CONDITIONS**

The following terms and conditions may apply to development variance permits approved through this process:

- 1. A Development Variance Permit shall apply to, and only to, those lands within the City described by the Permit, and any or all buildings, structures and other development thereon.
- 2. The provisions of Zoning Bylaw 6680, 2001, as updated and/or replaced from time-to-time, shall be varied or supplemented only as described by the Development Variance Permit.
- 3. The development shall be carried out within 24 months of the date of issuance of a Development Variance Permit.
- 4. As a condition of the issuance of a Development Variance Permit, the City may hold a Security in the amount set out by the Permit to ensure that related landscaping is carried out in accordance with the terms of the permit and that any unsafe condition that may occur as a result of contravention of the Permit is corrected. The City may undertake and complete the works required to satisfy the landscaping condition or carry out any construction required to correct the unsafe condition, or both, at the cost of the Owner and may apply the Security in payment of the cost of the works, with any excess to be returned to the Owner. Interest earned on the Security provided shall accrue to the Owner and be paid to them immediately on return of the Security or, in default, become part of the amount of the Security.
- 5. The land described by the Development Variance Permit shall be developed strictly in accordance with the terms and provisions of the Permit which shall form a part of the Permit.
- 6. If the Owner does not substantially commence the development permitted by a Development Variance Permit within 24 months of the date of the Permit, the Permit shall lapse.
- 7. All plans and specifications included in a Development Variance Permit are subject to any charges required by the Building Inspector or other officials of the City where such plans and specifications do not comply with any duly enacted law or bylaw, and such non-compliance is not specifically permitted by the Permit. Minor variations which do not substantially alter the work referred to in the plans and specifications may be permitted if approved in writing by the Director.

### CORPORATION OF THE CITY OF NEW WESTMINSTER BYLAW NO. 8344, 2022

## A Bylaw to Amend Delegation Bylaw No. 7176, 2015

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 "Delegation Amendment Bylaw No. 8344, 2022."

#### Amendments

- 2. Delegation Bylaw No. 7176, 2015 is amended by:
  - a. Replacing all instances of "Development Services" with "Climate Action, Planning and Development."
  - b. Adding to Section 5, after subsection (b), the following subsection:
    - (c) issuing minor Development Variance Permits, upon receipt of the fees and accompanying information, as referenced in Development Approval Procedures Bylaw No.5658,1987 and the accompanying Schedules A, B and C.
- 3. These amendments shall come into effect upon adoption.

GIVEN FIRST READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

GIVEN SECOND READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

GIVEN THIRD READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Mayor

Jacque Killawee, City Clerk

## CORPORATION OF THE CITY OF NEW WESTMINSTER

## BYLAW NO. 8343, 2022

A Bylaw to amend "Parks & Recreation Fees Bylaw No. 6673, 2001".

This bylaw is an annual requirement of the Community Charter.

THE COUNCIL of the Corporation of the City of New Westminster ENACTS AS FOLLOWS:

- 1. This Bylaw may be cited for all purposes as "Parks and Recreation Fees Amendment Bylaw No. 8343, 2022".
- 2. "Parks & Recreation Fees Bylaw No. 6673, 2001", is hereby amended as follows:
  - a) Attachment "A" is deleted and the attached Attachment "A" is inserted in its place.
- 3. This Bylaw comes into force and effect on January 1, 2023.

| GIVEN FIRST READING this 13th day of  | June | , 2022. |
|---------------------------------------|------|---------|
| GIVEN SECOND READING this 13th day of | June | , 2022. |
| GIVEN THIRD READING this 13th day of  | June | , 2022. |
|                                       |      |         |

ADOPTED and the Seal of the Corporation of the City of New Westminster affixed this day of , 2022.

MAYOR Jonathan X. Cote

CITY CLERK Jacque Killawee

# Bylaw Amendment No. 8343, 2022 - ATTACHMENT "A"



## FEES AND CHARGES MANUAL

Effective January 1, 2023

| Parks and Recreation Administration<br>511 Royal Avenue | 604.527.4567       |
|---------------------------------------------------------|--------------------|
| Centennial Community Centre<br>65 East Sixth Avenue     | 604.777.5100       |
| Century House<br>620 Eighth Street                      | 604.519.1066       |
| Moody Park Arena<br>701 Eighth Avenue                   | 604.525.5301       |
| Hume Park Outdoor Pool<br>525 Kelly Street              | 604.777.5100       |
| Moody Park Outdoor Pool<br>701 Tenth Avenue             | 604.777.5100       |
| Queensborough Community Centre<br>920 Ewen Avenue       | 604.525.7388       |
| Queen's Park Arena<br>51 Third Avenue                   | 604.777.5111       |
| Queen's Park Sportsplex<br>51 Third Avenue              | 604.777.5121       |
| active@newwestcity.ca                                   | www.newwestcity.ca |

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## **INDOOR SPACE RENTAL FEES**

#### Small Room Capacity (2 - 20)

# Centennial Community Centre - Piano Room Queensborough Community Centre - Channel Room & Samson Room

| GROUP                          | MEETING (1 hour minimum) |
|--------------------------------|--------------------------|
| NW Youth Groups                | \$0                      |
| Non-Profit<br>&<br>Individuals | \$13.33 + GST = \$14.00  |
| Business                       | \$40.00 + GST = \$42.00  |

| Medium Room Capacity (14 - 75)                                                                  |                                                                                          |  |  |  |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--|--|--|
| Centennial Community Centre<br>- Creek Room<br>- Brook Room                                     | Century House<br>- Spruce Room                                                           |  |  |  |
| Queensborough Community Centre<br>- Poplar Room<br>- Island Room<br>- Port Room<br>- Royal Room | Queen's Park Arena<br>- Breakaway Room (no socials)<br>- Power Play Room (meetings only) |  |  |  |
| Queen's Park Board Room (meetings only)                                                         |                                                                                          |  |  |  |

| GROUP                          | MEETING<br>(1 hour minimum)<br>* 2 x base rate for 25 room capacity | ACTIVITY<br>(1 hour minimum) | SOCIAL<br>(2 hour minimum) |
|--------------------------------|---------------------------------------------------------------------|------------------------------|----------------------------|
| NW Youth Groups                | \$0                                                                 | \$26.67 + GST = \$28.00      |                            |
| Non-Profit<br>&<br>Individuals | \$13.33 + GST = \$14.00                                             | \$26.67 + GST = \$28.00      | \$54.00 + GST = \$56.70    |
| Business                       | \$40.00 + GST = \$42.00                                             | \$80.00 + GST = \$84.00      |                            |

| Centennial Community Centre     | Queensborough Community Centre                               |
|---------------------------------|--------------------------------------------------------------|
| - River Room                    | <ul><li>Port Royal Room</li><li>Poplar Island Room</li></ul> |
| Centennial Lodge<br>- Main Hall |                                                              |

| GROUP              | MEETING / HOUR<br>(2 hour minimum) | ACTIVITY / HOUR<br>(2 hour minimum) | SOCIAL / HOUR<br>(4 hour minimum) |
|--------------------|------------------------------------|-------------------------------------|-----------------------------------|
| NW Youth<br>Groups | \$0                                | \$41.43 + GST = \$43.50             | \$102.86 + GST = \$108.00 / hour  |
|                    |                                    |                                     | Plus Entandem                     |
| Non-Profit         | \$20.71 + GST = \$21.75            | \$41.43 + GST = \$43.50             | BANQUET                           |
| &<br>Individuals   |                                    |                                     | \$842.86 + GST = \$885.00         |
| Business           | \$62.38 + GST = \$65.50            | \$124.76 + GST = \$131.00           | Plus Entandem                     |
|                    |                                    |                                     |                                   |

| Extra Large Room Capacity (50 – 350)                                 |                                       |                                                   |                         |                     |                                                                           |
|----------------------------------------------------------------------|---------------------------------------|---------------------------------------------------|-------------------------|---------------------|---------------------------------------------------------------------------|
| Queensboro<br>- Fras                                                 | ough Comm<br>ser River Ro             |                                                   |                         | Centennial Communit | y Centre                                                                  |
| GROUP                                                                | MEETING<br>(2 hour mi                 |                                                   | ACTIVITY<br>(2 hour m   |                     | SOCIAL / HOUR<br>(4 hour minimum)                                         |
| NW Youth<br>Groups                                                   |                                       | \$0                                               | \$91.                   | 24 + GST = \$95.80  | \$141.90 + GST = \$149.00 / hour<br>Plus Entandem                         |
| Non-Profit                                                           | \$44.7                                | 71 + GST = \$48.00                                | \$91.                   | 24 + GST = \$95.80  | BANQUET                                                                   |
| kon-Front<br>&<br>Individuals                                        |                                       |                                                   | \$31.24 + 661 - \$55.55 |                     | <i>January – March</i><br>\$843.81 + GST = \$886.00                       |
| Business                                                             | \$135.24 + GST = \$142.00<br>Business |                                                   | \$270.                  | 48 + GST = \$284.00 | <i>April – December</i><br>\$1,138.10 + GST = \$1,195.00<br>Plus Entandem |
|                                                                      |                                       |                                                   | Event F                 | acilities           |                                                                           |
| Queen's Par                                                          |                                       | Dry floor<br>MEETING OR ACTIVITY (1 hour minimum) |                         | minimum)            |                                                                           |
| Non-P                                                                | rofit                                 | \$167.62 + GST = \$176.00 / hour                  |                         |                     |                                                                           |
| Busine                                                               | ess                                   | \$335.24 + GST = \$352.00 / hour                  |                         |                     |                                                                           |
| Queensborough Community Centre – Fraser River Room & Port Royal Room |                                       |                                                   |                         |                     |                                                                           |
| GROU                                                                 | UP                                    | ACTIVITY (Day Rate)                               |                         |                     |                                                                           |
| NW Yo                                                                | outh,                                 | \$1,685.71 + GST = \$1,770.00                     |                         |                     |                                                                           |

Г

| Non-Profit &<br>Business | Plus Entandem                   |
|--------------------------|---------------------------------|
|                          | ACTIVITY (Consecutive Day Rate) |
|                          | \$842.86 + GST = \$885.00       |

#### **OTHER INDOOR SPACE FEES**

|                                                                        | Aren                                     | a Ice Rentals                           |                                                                                                    |
|------------------------------------------------------------------------|------------------------------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------|
| User                                                                   | Time                                     | Days                                    | Hourly Fee                                                                                         |
| All                                                                    | 12:00 am – 6:00 am                       | Daily                                   | \$72.38 + GST = \$76.00                                                                            |
| All – Public Prime Time                                                | 6:00 pm – 12:00 am<br>6:00 am – 12:00 am | Weekdays<br>Weekends & Stat<br>Holidays | \$320.00 + GST = \$336.00                                                                          |
| All – Public Non-Prime Time                                            | 6:00 am – 6:00 pm<br>6:00 am – 12:00 am  | Weekdays<br>July & August<br>Weekends   | \$160.00 + GST = \$168.00                                                                          |
| All – Short Notice Prime Time**<br>(50% of prime time fee)             | See Public F                             | Prime Time                              | \$160.00 + GST = \$168.00                                                                          |
| All – Short Notice Non-Prime<br>Time*** (50% of non-prime time<br>fee) | See Public Non-Prime Time                |                                         | \$80.00 + GST = \$84.00                                                                            |
| NW Minor Sports – Prime                                                | See Public Prime Time                    |                                         | \$95.24 + GST = \$100.00*                                                                          |
| NW Minor Sports – Non-Prime<br>Time                                    | See Public Non-Prime Time                |                                         | \$53.33 + GST = \$56.00                                                                            |
| Preschools & Daycares                                                  | 9:00 am – 3:00 pm                        | Weekdays                                | \$40.00 + GST = \$42.00<br>(½ ice, < 35 users)<br>\$80.00 + GST = \$84.00<br>(full ice, >35 users) |
| NWSD#40 – Grades K – 5                                                 | 9:00 am – 3:00 pm                        | Weekdays                                | \$39.00 / hour plus skate rentals                                                                  |
| NWSD#40 – Grades 6 – 12                                                | 9:00 am – 3:00 pm                        | Weekdays                                | \$39.73 + GST + PST = \$44.50 / class<br>(includes skates)                                         |
| School (non-New Westminster)                                           | 9:00 am – 3:00 pm                        | Weekdays                                | \$80.00 + GST = \$84.00 plus skate rentals                                                         |
| NWSS Hockey Academy<br>(75% of non-prime time fee)                     | 9:00 am – 3:00 pm                        | Weekdays                                | \$119.05 + GST = \$125.00                                                                          |
| Rentals Charging Admission                                             | Applicable Ice charge                    | or 12.5% of gross ad                    | Imission revenue (whichever is greater)                                                            |

- \* Fee is calculated using the minor sports formula
   Maximum Cost = % of New Westminster participants registered x difference between maximum and minimum cost
  - Minimum Cost = 30% of Prime Time fee and Maximum Cost = 50% of Prime Time fee -

\*\* the Arena Manager short notice booking criteria with the general practice that the discounted fee is available within 72 hours ice rental time

| Arena Dry Floor Rentals                               |                           |                             |                           |  |
|-------------------------------------------------------|---------------------------|-----------------------------|---------------------------|--|
| User                                                  | Time                      | Days                        | Hourly Fee                |  |
| All – Prime Time                                      | 3:00 pm – 12:00 am        | Weekdays                    | \$105.71 + GST = \$111.00 |  |
|                                                       | 6:00 am – 12:00 am        | Weekends &<br>Stat Holidays |                           |  |
| All – Non-Prime Time                                  | 6:00 am – 3:00 pm         | Weekdays                    | \$52.86 + GST = \$55.50   |  |
| New Westminster Minor &<br>Junior B2 & B3 Lacrosse    |                           | Any day                     | \$31.90 + GST = \$33.50   |  |
| New Westminster Junior A or<br>B1                     | During operating<br>hours | Any day                     | \$83.33 + GST = \$87.50   |  |
| New Westminster Senior A,<br>B, C or Masters Lacrosse |                           | Any day                     | \$105.71 + GST = \$111.00 |  |
| New Westminster Minor<br>Sports – Ball Hockey         |                           | Any day                     | \$31.90 + GST = \$33.50   |  |

Lacrosse playoffs, outside of league play, are subject to an agreement with the Parks and Recreation Department and BC or Canadian representatives. Overtime use of the Arena(s) will be the actual cost plus 50%.

| Gym Rentals                      |                                                                 |                                             |                                         |  |
|----------------------------------|-----------------------------------------------------------------|---------------------------------------------|-----------------------------------------|--|
| Use                              | Location                                                        | Hourly Fee                                  | User                                    |  |
| All Eligible Sports & Activities | Queensborough Community<br>Centre & Centennial                  | \$45.71 + GST = \$48.00                     | Individuals or Not<br>For Profit Groups |  |
| All Eligible Sports & Activities | Community Centre                                                | \$79.05 + GST = \$83.00                     | Business Groups                         |  |
| All Eligible Sports & Activities | Queen's Park Sportsplex                                         | \$79.05 + GST = \$83.00                     | All                                     |  |
| Admission Based Gym Rentals      | Queensborough &<br>Centennial Community<br>Centres & Sportsplex | Rental Fee + 12.5% of Gross<br>Ticket Sales | All                                     |  |

| Miscellaneous Spaces |                                |                                |  |  |
|----------------------|--------------------------------|--------------------------------|--|--|
| Space                | Location                       | Fee                            |  |  |
| Martial Arts Room    | Centennial Community Centre    | \$17.14 / hour + GST = \$18.00 |  |  |
| Judo Mat Rental      | Centennial Community Centre    | \$10.48 / hour + GST = \$11.00 |  |  |
| Kitchen              | Queensborough Community Centre | \$134.29 + GST = \$141.00      |  |  |

## **OUTDOOR SPACE RENTAL FEES**

| Use              | User       | Time                                                     | Hourly Fee*                                                                           |
|------------------|------------|----------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1 – 30 swimmers  | All        | Limited availability.<br>Rentals are only                | \$76.19 + GST = \$80.00                                                               |
| 31 – 49 swimmers | All        | available outside of<br>public swim and<br>lesson times. | \$114.29 + GST = \$120.00                                                             |
| 50 – 89 swimmers | All        |                                                          | \$147.62 + GST = \$155.00                                                             |
| 90+ swimmers     | All        |                                                          | \$184.76 + GST = \$194.00                                                             |
| Lane Rental      | NFP Groups |                                                          | \$9.52 + GST = \$10.00 / Lane plus<br>lifeguarding costs (\$40.00 + GST =<br>\$42.00) |

| Outdoor Stages                    |                                     |  |
|-----------------------------------|-------------------------------------|--|
| Outdoor Stages, All Users         | \$25.71 + GST = \$27.00 / hour      |  |
| Queen's Park Bandshell, All Users | \$129.52 + GST = \$136.00 / 4 hours |  |

| Picnic Shelters                                                                                                                          |                 |                 |                 |                 |                 |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Larg                                                                                                                                     | je              | Med             | dium            | Sr              | mall            |
| Prime Time                                                                                                                               | Non-Prime Time  | Prime Time      | Non-Prime Time  | Prime Time      | Non-Prime Time  |
| \$129.52 + GST =                                                                                                                         | \$64.76 + GST = | \$97.14 + GST = | \$48.57 + GST = | \$64.76 + GST = | \$32.38 + GST = |
| \$136.00                                                                                                                                 | \$68.00         | \$102.00        | \$51.00         | \$68.00         | \$34.00         |
| Fee is for a booking. Prime Time is weekends and statutory holidays. Non-Prime Time is 10:00 am – 3:00 pm or 4:00 – 9:00 pm on weekdays. |                 |                 |                 |                 |                 |

| Queen's Park Rose Garden |                                     |  |
|--------------------------|-------------------------------------|--|
|                          | \$126.67 + GST = \$133.00 / 2 hours |  |
|                          |                                     |  |

| Outdoor Sports Court & Track                                                                                                                             |                                                                                                                                                     |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Lacrosse Box, Tennis, Basketball & Sand Volleyball Courts & Merce           User         Track           Permit holders have priority over drop-in users |                                                                                                                                                     |  |
| New Westminster Minor & Senior groups<br>(60%+ residency required)                                                                                       | no charge                                                                                                                                           |  |
| All Non-business groups & Individuals Users                                                                                                              | \$5.71 + GST = \$6.00 / court, lane or jump area / hour<br>\$119.05 + GST = \$125.00 for bookings over 5 hours / court, track or jump<br>area / day |  |

| Business & professional groups | \$11.43 + GST = \$12.00 / court, lane or jump area / hour<br>\$238.10 + GST = \$250.00 for bookings over 5 hours / court, track or jump |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
|                                | area / day                                                                                                                              |

| Public Spaces & Plazas & Events                        |                                                                                        |  |
|--------------------------------------------------------|----------------------------------------------------------------------------------------|--|
| User                                                   | All public plazas and open spaces except sport fields and outdoor sport courts & track |  |
| Non-Profit & Individual<br>(New Westminster Group)     | \$57.14 + GST = \$60.00 / use / day                                                    |  |
| Non-Profit & Individual<br>(Non-New Westminster Group) | \$114.28 + GST = \$120.00 / use / day                                                  |  |
| Business                                               | \$223.81 + GST = \$235.00 / use / day                                                  |  |
| All gate ticketed events                               | Applicable fees above plus 15% of gross gate revenue plus GST                          |  |

#### **OTHER SPACE FEES**

| RENTAL STAFF, SERVICE OR EQUIPMENT CHARGES               |                                                    |  |
|----------------------------------------------------------|----------------------------------------------------|--|
| Staff Rental Charge (As Applicable, non-aquatic)         | \$46.19 + GST = \$48.50 / hour                     |  |
| Staff Rental Charge (As applicable, aquatic)             | \$40.00 x GST = \$42.00 / hour                     |  |
| Staff Rental Charge (As applicable, outdoor)             | \$77.14 + GST = \$81.00 / hour / staff member      |  |
| Arena – Staff and Toys                                   | \$53.33 + GST = \$56.00 / hour                     |  |
| Skate Sharpening – single                                | \$4.02 + GST & PST = \$4.50                        |  |
| Skate Sharpening – 10 (20% discount)                     | \$32.14 + GST & PST = \$36.00                      |  |
| Skate Rental - single                                    | \$2.46 + GST + PST = \$2.75                        |  |
| Skate Rental – 10x (20% discount)                        | \$18.75 + GST + PST = \$21.00                      |  |
| Corker Rental*                                           | \$2.01 + GST & PST = \$2.25                        |  |
| Locker Rentals (size dependent)                          | \$0.09 + GST = \$0.10                              |  |
|                                                          | \$0.24 + GST = \$0.25                              |  |
|                                                          | \$0.48 + GST = \$0.50                              |  |
| Permit - Special Occasion or Beer Garden Permit          | \$98.10 + GST = \$103.00 / event / location / day  |  |
| Permit - Sale of Goods, Services or Food                 | \$54.29 + GST = \$57.00 / day / vendor station     |  |
| (Business vendor selling to the public through an event) | (subject to change)                                |  |
| Rose Garden Staff and Chairs                             | \$154.46 + PST + GST = \$173.00 / two hours        |  |
| Additional Garbage or Recycling Bins                     | \$34.29 + GST = \$36.00 / bin drop off or disposal |  |
| Additional Washroom Cleaning Services                    | \$161.90 + GST = \$170.00 / event / washroom / day |  |
| Electricity Supply                                       | \$29.52 + GST = \$31.00 / event location / day     |  |
| Water Supply                                             | By Quote                                           |  |

\* Parents participating in Parent & Tot lessons are entitled to free corkers

|                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                        | Sports Fie                                                            | lds                               |                               |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------|-------------------------------|
| User                                                                         | <ul> <li>A users deposit is required, 20% of contract total prior to the group's first booking, and is held u end of season reconciliation with the final invoice.</li> <li>Prime Time is 5:00 pm to 12:00 am on weekdays, 7:00 am to 12:00 am on weekends and statut holidays. Non-prime time is 7:00 am to 5:00 pm on non-statutory holiday weekdays.</li> <li>Minor or Youth is 18 years and under. Senior is 65+ years.</li> </ul> |                                                                       | am on weekends and statutory      |                               |
|                                                                              | Artificial                                                                                                                                                                                                                                                                                                                                                                                                                             | Turf Fields                                                           | Gra                               | ass Fields                    |
|                                                                              | Prime Time                                                                                                                                                                                                                                                                                                                                                                                                                             | Non-prime Time                                                        | Prime Time                        | Non-prime Time                |
| New Westminster Minor<br>& Senior Sports Groups<br>(60%+ residency required) | \$23.81 + GST =<br>\$25.00 / hour                                                                                                                                                                                                                                                                                                                                                                                                      | \$11.90 + GST =<br>\$12.50 / hour                                     | n                                 | o charge                      |
| All Non-business groups<br>& Individuals (all user<br>ages)                  | \$47.62 + GST =<br>\$50.00 / hour                                                                                                                                                                                                                                                                                                                                                                                                      | \$23.81 + GST =<br>\$25.00 / hour                                     | \$11.90 + GST = \$12.50<br>/ hour | \$5.95 + GST = \$6.25 / hour  |
| Business & professional<br>groups                                            | \$95.24 + GST =<br>\$100.00 / hour                                                                                                                                                                                                                                                                                                                                                                                                     | \$47.62 + GST =<br>\$50.00 / hour                                     | \$23.81 + GST = \$25.00<br>/ hour | \$11.90 + GST = \$12.50 / hou |
|                                                                              | Queen's Park Stadium                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                       |                                   |                               |
|                                                                              | Prime Time                                                                                                                                                                                                                                                                                                                                                                                                                             | Non-prime Time                                                        |                                   |                               |
| New Westminster Minor<br>& Senior groups<br>(60%+ residency required)        | no charge                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                       |                                   |                               |
| All Non-business groups<br>& Individuals<br>(all user ages)                  | \$47.62 + GST =<br>\$50.00 / hour                                                                                                                                                                                                                                                                                                                                                                                                      | \$23.81 + GST =<br>\$25.00 / hour                                     |                                   |                               |
| Business & professional<br>groups                                            | \$95.24 + GST =<br>\$100.00 / hour                                                                                                                                                                                                                                                                                                                                                                                                     | \$47.62 + GST =<br>\$50.00 / hour                                     |                                   |                               |
| Tournament (all type)                                                        | Applicable Sports Field fees plus PUBLIC SPACE & PLAZA PERMIT fee                                                                                                                                                                                                                                                                                                                                                                      |                                                                       |                                   |                               |
| Gate Ticketed Events                                                         | Арр                                                                                                                                                                                                                                                                                                                                                                                                                                    | Applicable Sports Field fees plus 15% of gross gate revenue, plus GST |                                   |                               |
| Light Fee                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$10.00 + GS                                                          | ST = \$10.50 / hour / all users   |                               |
| Change room with<br>Booked Field                                             | \$11.90 + GST = \$12.50 / change room (Hume Park Only)<br>\$24.52 + GST = \$25.75 / change room                                                                                                                                                                                                                                                                                                                                        |                                                                       |                                   |                               |

#### **REGISTERED PROGRAMS FEE CRITERIA**

Registered program fees are developed through a formula using the following fee criterion:

- Instructor salary & benefits including prep/wrap/training time (CUPE or Contractors)
- Instructor
- Supplies (toys, art materials, food, progress cards, etc. program consumables)
- Transportation & other costs (as applicable)
- Third party costs (i.e. non New Westminster fees associated to the program delivery)
- Equipment (non-consumable materials with < 1 year lifespan i.e. soccer balls)
- Bank charges (cost recovery)
- Space or room costs
- Number of registered participants (i.e. class size)
- Costs associated to public safety (i.e. Covid-19)
- Administration, sales and inflationary costs

As such registered program fees are subject to fee changes throughout the term of the fees and charges bylaw amendment.

| Duration                 | Service                           | Child Fee<br>(< 16 years) | Adult Fee (16+ years)     |
|--------------------------|-----------------------------------|---------------------------|---------------------------|
| 30 minutes               | Gymnastics, Trampoline or Skating | \$29.50                   | \$29.52 + GST = \$31.00   |
| 30 minutes               | Aquatics                          | \$33.00                   | \$33.33 + GST = \$35.00   |
| 45 minutes               | Gymnastics & Trampoline           | \$35.50                   | \$35.71 + GST = \$37.50   |
| 90 minutes               | Skateboarding & Tennis            | \$73.50                   | \$73.33 + GST = \$77.00   |
| Private<br>(1 hour)      | Personal Training Assessment      |                           | \$70.00 + GST = \$73.50   |
| Private                  | Personal Training - 1x            |                           | \$56.19 + GST = \$59.00   |
| (1 hour)                 | Personal Training - 3x            |                           | \$160.00 + GST = \$168.00 |
|                          | Personal Training - 5x            | n/a                       | \$252.38 + GST = \$265.00 |
|                          | Personal Training - 10x           |                           | \$476.19 + GST = \$500.00 |
| Semi Private             | Personal Training - 1x            |                           | \$80.00 + GST = \$84.00   |
| (2 participants, 1 hour) | Personal Training - 3x            |                           | \$228.57 + GST = \$240.00 |
|                          | Personal Training - 5x            |                           | \$360.00 + GST = \$378.00 |

#### **Private Lessons**

| Personal Training - 10x | \$680.00 + GST = \$714.00 |
|-------------------------|---------------------------|
|-------------------------|---------------------------|

## **DROP IN FEES**

| Active Admission & Membership Fees |                       |                                    |                                 |                                                              |                              |
|------------------------------------|-----------------------|------------------------------------|---------------------------------|--------------------------------------------------------------|------------------------------|
| User                               | Active 1 Visit        | Active 10x Visit<br>(20% Discount) | Active 30 Day<br>(25% Discount) | Active 90 Day<br>(25% Discount)                              | Active 365<br>(45% Discount) |
| Child<br>(1 – 12<br>years)         | \$3.50                | \$28.00                            | \$30.70                         | \$92.00                                                      | \$270.00                     |
| Youth<br>(13 – 18<br>years)        | \$4.52 + GST = \$4.75 | \$36.19 + GST = \$38.00            | \$40.95 + GST = \$43.00         | \$121.43 + GST = \$127.50                                    | \$357.14 + GST = \$375.00    |
| Adult<br>(19 – 64<br>years)        | \$6.52 + GST = \$6.85 | \$52.38 + GST = \$55.00            | \$58.09 + GST = \$61.00         | \$175.24 + GST = \$184.00                                    | \$514.29 + GST = \$540.00    |
| Senior<br>(65+<br>years)           | \$4.76 + GST = \$5.00 | \$38.10 + GST = \$40.00            | \$42.86 + GST = \$45.00         | \$128.57 + GST = \$135.00                                    | \$376.19 + GST = \$395.00    |
| Active ad                          |                       |                                    |                                 | e drop-in services are exclu<br>ent clients from overpaying) |                              |
|                                    | Time                  | e based membership fees            | are based on 12 single adı      | mission fees less 25%.                                       |                              |

| Aquatics    |                         |                       |
|-------------|-------------------------|-----------------------|
| User        | Location                | Admission Fee         |
| Under 4     | Moody Park Outdoor Pool | Free                  |
| All - Daily | &                       | \$1.90 + GST = \$2.00 |
| -           | Hume Park Outdoor Pool  |                       |

| Gymnastics                              |                       |  |
|-----------------------------------------|-----------------------|--|
| User                                    | 1 Visit               |  |
| Child and Parent & Tot (under 13 years) | \$5.00                |  |
| Youth (13 -18 years)                    | \$6.67 + GST = \$7.00 |  |
| Adult (19+ years)                       | \$8.57 + GST = \$9.00 |  |
| Family (per person)                     | \$3.57 + GST = \$3.75 |  |

| Skating                   |           |                                                 |
|---------------------------|-----------|-------------------------------------------------|
| Type of Public Skate      | User      | Fee                                             |
| All - Non-Hockey          | All       | \$2.00 / person (participants under 3 are free) |
| All - Recreational Hockey | 18+ years | \$4.52 + GST = \$4.75                           |
| Figure Skating            | All       | \$7.62 + GST = \$8.00                           |

| Century House                               |                                                              |                                                                      |
|---------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------|
| <b>Fee Type</b>                             | Description                                                  | Admission Fee                                                        |
| Annual Membership                           | Requirement to participation                                 | \$23.81 + GST = \$25.00 / year (based on Jay's preliminary feedback) |
| Single Admission                            | Fitness Classes <b>or</b> weight room use for<br>Members 50+ | \$4.76 + GST = \$5.00                                                |
| 50+ Limited 10 Visit Pass<br>(20% discount) |                                                              | \$38.10 + GST = \$40.00                                              |

| Youth Centre      |                                                                          |                                                                    |
|-------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------|
| Fee Type          | Description                                                              | Admission Fee                                                      |
| Annual Membership | For 11 - 18 year old members                                             | \$20.00 + GST = \$21.00 / year                                     |
| Single Admission  | Includes general youth drop-in services<br>and associated programs       | \$0.95 + GST= \$1.00                                               |
| Single Admission  | Special Event                                                            | \$0.95 + GST= \$1.00 (member)<br>\$1.90 + GST= \$2.00 (non-member) |
| Sports Drop-In    | Includes skates, swims, fitness centre, registered programs and outtrips | \$1.90 + GST= \$2.00                                               |

| Childminding            |                                                                |               |
|-------------------------|----------------------------------------------------------------|---------------|
| Newborn – 10 years      | Location                                                       | Admission Fee |
| 1 hour                  | Centennial Community Centre & təməsewtxw Aquatic and Community | \$6.00        |
| 10 hours (20% discount) | Centre                                                         | \$48.00       |
|                         |                                                                |               |

| Miscellaneous                             |                             |                       |
|-------------------------------------------|-----------------------------|-----------------------|
| Fee Type                                  | Location                    | Admission Fee         |
| Shower Use (1x)                           | Various                     | \$2.15 + GST = \$2.25 |
| Registered Programs with a Drop-In Option | Service based               | Variable Fee          |
| Judo                                      | Centennial Community Centre | \$9.05 + GST = \$9.50 |
| Motoring Munchkins                        | Various                     | \$3.25                |
| Get Active Grade 5                        | Various                     | Free                  |
| Stay Active Grade 6                       | Various                     | Free                  |

#### FILMING FEES (subject to applicable tax)

#### **Permit Fees**

License Fee Street Occupancy Film Fee Multiple Location License Fee (2+ locations on the same permit) **Daily Inspection Fee** Damage / Performance Deposit Parking Meter Charges (in addition to street occupancy) Temporary No Parking Signage Garbage Disposal Filming at City Hall (preparation & clean up) Filming at City Hall (active interior filming) Parking at City Hall Civic Facility Exteriors Fire Hydrant Access Fire Hydrant Use for Wet Down (Permitted only if Metro Vancouver water restrictions are below Level III) Municipal Services **Business License** Irving House **Other Civic Facilities** Parking Infraction Damage Deductions (2x employee(s) collective agreement rate) Onset City Staff Liaison (2x employee(s) collective agreement rate) Student Permits (Administrative Costs) Civic Location Fee (not already listed) Prep & Wrap Days Permit Changes During Active Filming Location Hold Fee (non-refundable) **Re-Occurring Location Fee** Lunch Tent Fee (on civic property) Moving Picture Car Administration Fee FX or Gun Use Administration Fee Curfew Extension Fee Drone Use Administration Fee Multiday Film Permit Fee

#### **Police Services**

Deposit to cover estimated Policing (# of officers x # of hours x 1.5 x \$110.00) Use of Police Vehicle as a prop

#### **Fire Services**

Equipment & Staff Fire Inspector (FX, safety plan & consulting) Performance Deposit (minimum) Fire Administration

#### Administration

20% Fee on all filming charges (exception Fire fees)

#### **Fraser Cemetery**

Prep & Wrap Days Filming Days Cemetery Staff (4 hour minimum)

Grave Side Props Cemetery Facility Interior Use Equipment Use \$300.00 \$225.00 / day \$75.00 \$100.00 / day \$500.00 - \$5,000.00 \$200.00 / block / face / day \$15.00 / meter / day \$150.00 / block Set by Engineering Opps \$1,500.00 / day \$5,000.00 / day \$750.00 / day \$500.00 / day \$100.00 / hydrant / day \$250 / hydrant / day \$75.00 / hour plus overtime \$150.00 \$1,000.00 / day \$500.00 / day \$200.00 / occurrence / day Variable Variable Free By Quote By Quote or 50% of Location Fee \$300.00 \$1.000.00 \$250.00 \$300.00 / day \$100.00 \$175.00 \$250.00 / hour outside of curfew \$500.00 \$100.00 / additional day

\$130.00 / hour / officer

\$127.00 / day

By quote \$100.00 / hour \$1000.00 10% of Fire Fees

\$1,000.00 / day \$2,000.00 / day \$75.00 / hour regular time \$100.00 / hour for overtime \$300.00 / day \$500.00 By quote

#### **Parks and Recreation**

Recreation Facilities and Parks Film Parking Lot Rental (i.e. 4<sup>th</sup> Avenue & 1<sup>st</sup> Street lots) Film Parking Lot Rental (QPA & CGP lots) By Quote \$750.00 for a 24-hour period / lot \$1,000.00 for a 24-hour period / lot

Filming fees are subject to increases without notice for 2023.

#### SPECIAL EVENTS Fee Type User Fee All \$500.00 - \$2,000.00 Damage & Performance Deposit Police Officer All \$133.33 + GST = 140.00 / hour (subject to change) **Engineering Operations Staff** All By Quote Waste Disposal All By Quote Use of Civic Spaces All By Quote or prices set herein **Onsite Staff Liaison** All Variable Barricade Delivery & Removal All By Quote

| Commercial Sales or Rentals of Hanging Baskets to New Westminster Businesses or Organizations<br>Only |                                 |
|-------------------------------------------------------------------------------------------------------|---------------------------------|
| City Hanging Basket Rental & Water<br>Services                                                        | \$325.89 x GST + PST = \$365.00 |
| Hanging Basket Sale – 18"                                                                             | \$125.00 x GST + PST = \$140.00 |

| Miscellaneous Park Fees               |                                                                               |  |
|---------------------------------------|-------------------------------------------------------------------------------|--|
| Park Memorial Donation<br>(non-bench) | By Quote                                                                      |  |
| Deluxe Memorial Bench                 | \$3,465.00                                                                    |  |
| Lounger Memorial Bench                | \$6,400.00                                                                    |  |
| Plaque Replacement                    | \$446.43 + GST + PST = \$500.00                                               |  |
| Off-Site Works & Services<br>Tree Fee | 2022 = \$650.00 + GST & PST = \$728.00<br>2023 = \$775 + GST & PST = \$868.00 |  |

#### **RENTAL DEFINITIONS**

#### NEW WESTMINSTER YOUTH GROUPS

| Definition | Youth Activity Group means a Bonafied New Westminster based non-profit organization that delivers organized sports leagues, tournaments and recreation-based services to residents under 19 years of age. Youth activity groups require 60% participation membership from New Westminster residents and they must be open to all New Westminster youth. |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting    | Defined as a gathering of the group's members to carry out regular operational business of the league or group. If the primary purpose of the booking is a meeting, food is permitted, otherwise the activity rate applies.                                                                                                                             |
| Activity   | Defined as a gathering where a fee may be exchanged for attendance/instruction (examples: coaches clinics for non-New Westminster people or fund-raising activities for the sports groups (examples: garage sale, bake sale).                                                                                                                           |
| Social     | Defined as a youth social gathering                                                                                                                                                                                                                                                                                                                     |
| Banquet    | Defined as an evening dance or reception, involving food and drink                                                                                                                                                                                                                                                                                      |

#### NOT FOR PROFIT ORGANIZATION AND/OR INDIVIDUALS

| Definition | Community groups or associations with a society number or registered charitable organization number, or individuals, who do not stand to gain from the use of the space.                                                                                         |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting    | Defined as a gathering of the group's members to conduct business in a seated meeting or workshop format. If the primary purpose of the booking is a meeting, food is permitted, otherwise the activity rate applies                                             |
| Activity   | Defined as a function that involves fundraising or where a program / activity is provided to the group's members. A program / activity is defined as having a specific time frame or having a starting / stopping date.                                          |
| Social     | Defined as a tea, fashion show, display, wine & cheese or family celebrations.                                                                                                                                                                                   |
| Banquet    | Defined as an evening dance or reception, involving food and drink                                                                                                                                                                                               |
| BUSINESS   |                                                                                                                                                                                                                                                                  |
| Definition | Private, Business or Commercial Groups means a private sector for-profit businesses or individuals undertaking for-profit activities.<br><i>Examples</i> : Travel Agencies, Strata Council Meetings, Walmart, etc.                                               |
| Meeting    | Defined as a gathering of colleagues, employees, etc., for business purposes where the public does not attend (i.e. Union and Strata meetings, etc.). If the primary purpose of the booking is a meeting, food is permitted, otherwise the activity rate applies |
| Activity   | Defined as when the general public is invited, sales may take place or at least the promotion of their products to potential clients.                                                                                                                            |
| Social     | Defined as a tea, fashion show, display, wine & cheese, breakfast /lunch/dinner meeting or corporate celebration.                                                                                                                                                |
| Banquet:   | Defined as an evening dance or reception involving food and drink.                                                                                                                                                                                               |

#### **RENTAL INFORMATION, TERMS & CONDITIONS**

- The Department, through its Service Area Manager, determines the amount of time necessary to accommodate a booking request that considers group size, user group, room use, room set up, the user group's room use and room clean up time. All room rentals are subject to additional fees, as applicable, related to staffing, maintenance, custodial needs, equipment or furniture set up, etc.
- 2. All rates are based on regularly staffed hours at the facility. Exceptions will be reviewed on an individual basis.
- 3. Recreation Managers will notify each other if user groups have been non-compliant with the rental contract and this may affect the user group's ability to rent Department spaces in the future.
- 4. Sport room rentals are listed under the individual facilities
- 5. The Department is required to collect Entandem Fees (i.e. music license fees) on applicable rental bookings (plus applicable sales tax) based on occupancy, music use and dancing.
- 6. Facility Allocation Policy the Department uses its Facility Allocation Policy to determine user group's eligibility and priority with accessing spaces.
- 7. Recreation Rate The recreation rate must be applied for in writing to the Senior Manager of Recreation Services and Facilities and is applicable to regular New Westminster Minor Sport and Recreation user groups utilizing Parks and Recreation facilities. It is available on a once per year basis for the total Department, NOT per facility and is based on 30% reduction of Business rate.
- 8. Performance, Security & Damage Deposits A minimum deposit of \$200.00 for socials and \$500.00 for banquet rentals is required but depositions based on the rental may be larger based on the nature of the group and space use. Deposits will be returned, in full, if the user has left the premise undamaged, clean and organized (i.e. in the state received). Deposits will be withheld, partially or fully, to cover damages or custodial expenses if the contract agreements have not been met or are broken. If damages or custodial charges exceed the damage deposit, Parks and Recreation will invoice user for all outstanding fees. Full deposit conditions are outlined on the facility use contract and signed by user group.
- 9. Additional Staff Where extra staff is required for a function or a statutory holiday, the user group will pay the total cost of that staff person.
- 10. Minor Sport & Youth Group Meetings New Westminster Minor Sport groups and youth groups recognized by the City are entitled to free meeting room space in a Parks and Recreation facility for organizational business administrative purposes. Reflecting the City's allocation policies, booking requests for free space can be confirmed up to 3 months in advance and subject to availability.
- 11. Tax Tariffs All applicable tax and tariffs are applied to the fees listed herein.
- 12. Refunds Refunds are subject to the criteria outlined in the Parks and Recreation Department Refund Policy and Procedures document (#287443).
- 13. Residents' Associations Residents' Associations (RA) recognized by the City are entitled to one free meeting per month for organization business administration purposes in a Parks and Recreation Department facility (exception Centennial Lodge). Reflecting the City's allocation policies, booking requests for free space can be confirmed up to three months in advance and subject to availability.
- 14. Facility Allocation Policy Rental allocation is governed by the Parks and Recreation Facility Allocation Policy (69863).

- 15. Centennial Lodge Rental requests are restricted to 90 days prior to the rental date for Meeting Rentals that take place on a Sunday.
- 16. Individuals and Groups booking recreation and community facilities may be required to obtain liability insurance coverage as determined by the Parks and Recreation Department. If provided through the City, fees for such insurance will be levied on a cost recovery basis. Rates will be variable and dependent upon a number of factors including: size of group, duration of booking, relative risk of activities and whether or not alcohol is served.
- 17. All Candidates Forums in the period between the declaration of candidates or dropping of the writ and Election Day, All Candidate Forum room bookings made to Eligible New Westminster Organizations for will be booked at no-charge subject to space availability and the Parks and Recreation Facility Allocation Policy criteria. Further, free room bookings are extended to any referendum process if all sides of each referendum question(s) are represented from the time the referendum question(s) is released and the referendum closing date. All candidate forums must have a rental agreement for a designated indoor or outdoor Parks and Recreation space. No political lobbying, campaigning or solicitation is permitted, in any Parks and Recreation space, without an approved space rental agreement.
- 18. Century House has limited public rental opportunities based on its purpose to offer seniors and youth services.
- 19. təməsewtxw Aquatic and Community Centre rental fees will be created, piloted and charged in 2023 and may be different than existing rental fees listed herein. All təməsewtxw Aquatic and Community Centre rental fees will be formalized in the 2024 Fees and Charges Bylaw Amendment.

#### All Candidate Forums - Purpose & Definitions

- 1. To support resident and candidate participation in the democratic process;
- 2. To promote local resident's awareness of and participation in the electoral process at the local, provincial and federal levels of government; and
- 3. To further electorate knowledge of all candidates and political party positions, goals and visions.

**Eligible New Westminster Organizations** – means a Council identified New Westminster Residents' Associations, School District #40 District Parent Advisory Council, a New Westminster Business Improvement Association or a New Westminster situated community organization possessing a charitable or not-for-profit status that predominately serves New Westminster residents.

All Candidate Forums – means public meetings were all candidates are invited to speak, and further, receive and questions from members of the public with the purpose to promote voter knowledge and participation. All Candidate Forums may have focus on election subgroups such as all mayoral candidates, all councilor candidates and/or all school trustee candidates. Finally, all candidates must be invited to participate in All Candidate Forums to be eligible for a no-charge room booking.

#### NOTES

- 1. **ACCESS & INCLUSION POLICY** the Parks and Recreation Department offers reduced fees and participant support services to promote participation and accessibility.
- 2. **FEE ADJUSTMENTS** Under special circumstances, the Director of Parks and Recreation (or designate) may adjust fees and charges rates to meet current market value or extraordinary bookings.
- 3. **CORPORATE WELLNESS PROGRAM** admission fees are adjusted to reflect the City's Corporate Wellness Policy and Program.
- 4. ACTIVE GRADE FIVE & SIX PROGRAMS Council may approve free admission access to New Westminster students in grade five and/or grade six with a defined term.
- 5. **FOOD, BEVERAGE, VENDING & MERCHANDIZE SALES -** All applicable fees are priced at market value and subject to change, sales, discounts or other promotions.
- 6. EXTRAORDINARY OR UNKNOWN FEES Parks and Recreation has the ability to charge users, residents, property owners and filming production companies additional or extraordinary fees and charges in the event that a) services fees may be unknown or greater that quoted, and b) in the event the City is required to perform services to ensure public safety, maintain City operations or ensure public use of public property (i.e. the City may be required to perform arborist or horticulture work, on private property with or without notification, to ensure that private property trees or vegetation do not restrict public access or public safety related to using City sidewalks) or c) charges related to filming on City property or fines associated to breaching permit requirements.
- 7. **PARTNERSHIPS -** The Department may elect to waive third parties rental fees if the service provided is offered in partnership with Parks and Recreation and offers a public good. Admission fees will be used to recover service costs.
- 8. **TREE PROTECTION & ANVIL CENTRE FEES –** these fees are set in alternative City of New Westminster Bylaws.
- **9. COVID-19** Provincial Health Officer orders to protect public safety may affect Parks and Recreation service delivery, fees and patron participant requirements.