



Consolidated Bylaw No. 13296C

Burnaby Business Improvement Area (Hastings) Bylaw 2014 Bylaw No. 13296

Purpose: to establish a business improvement scheme in the Hastings area

The following document is a copy of the above-named parent Bylaw in which every current enforceable amendment made to that Bylaw has been **CONSOLIDATED 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.

To view an amendment bylaw made to **Bylaw No. 13296**, click on the link below:

<https://heritageburnaby.ca/>

Burnaby Business Improvement Area (Hastings) Bylaw 2014			
No.	Amendment Bylaw No.	Final Adoption Date	Purpose
1	13733	03 Apr 2017	Delete and replace Sections. 3 & 6; Schedules A & B
Original	13296	2014 Apr 14	

CITY OF BURNABY

BYLAW NO. 13296

A BYLAW respecting Hastings Business Improvement Area

(Consolidated for convenience with Bylaw No. 13733)

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY BUSINESS IMPROVEMENT AREA (HASTINGS) BYLAW 2014.**

2. In this Bylaw
 - (a) “Association” means the association of business persons known as The Heights Merchants Association;

 - (b) “business improvement scheme” means
 - (i) carrying out studies and making reports respecting the Hastings Business Improvement Area,
 - (ii) the improvement, beautification or maintenance of streets, sidewalks or municipally owned land, buildings or structures in the Hastings Business Improvement Area, subject to the approval of the Director Engineering for the City of Burnaby,
 - (iii) the encouragement of business in the Hastings Business Improvement Area;

 - (c) “Hastings Business Improvement Area” means the business area designated in section 3 pursuant to section 215 of the Community Charter.

3. Council hereby designates the business area shown in heavy black outline on the plan attached hereto as Schedule “A” as a business improvement area. (BYLAW No. 13733)

4. Council hereby approves the grant of an amount not exceeding Two Million Six

Hundred Ninety-Two Thousand Five Hundred Sixty-Nine Dollars and Ninety-Two Cents (\$2,692,569.92) to the Association payable in accordance with the terms of this Bylaw over the ten year term ending December 31, 2023.

5. Monies granted to the Association under this Bylaw must be expended only by the Association and only for the purpose of the business improvement scheme in accordance with the terms and conditions set out in this Bylaw.

6. All monies granted to the Association in any year shall be recovered in that year from the owners of the land or improvements, or both, within the Hastings Business Improvement Area, and for that purpose Council may levy a rate on land or improvements, or both, within the Hastings Business Improvement Area that fall or would fall within Class 5 or 6 of the Prescribed Classes of Property Regulation, B.C. Reg. 438/81. (BYLAW No. 13733)

7. (1) The Association shall submit a budget to Council for approval each year on or before the 1st day of May in the manner and form required by the Director Finance for the City, and Council shall pay the approved amount after the 15th day of July each year.

(2) The Association shall provide to the Director Finance for the City a revenue and expense statement each year on or before the 1st of May during the term of this Bylaw in a form acceptable to the Director Finance, and, on one week's notice, shall provide access to source documents to allow verification of the information presented in the statements.

8. The Association shall obtain and maintain in force during the ten year term of this Bylaw a policy of insurance in accordance with the specifications set out in Schedule "C" attached hereto, and shall deliver a certified copy of each policy to the Director Finance for the City on or before the 15th day of July each year of the term.

9. This Bylaw shall expire on the first day of January, 2024.

Read a first time this 3rd day of February 2014

Read a second time this 3rd day of February 2014

Read a third time this 3rd day of February 2014

Reconsidered and adopted this 14th day of April 2014

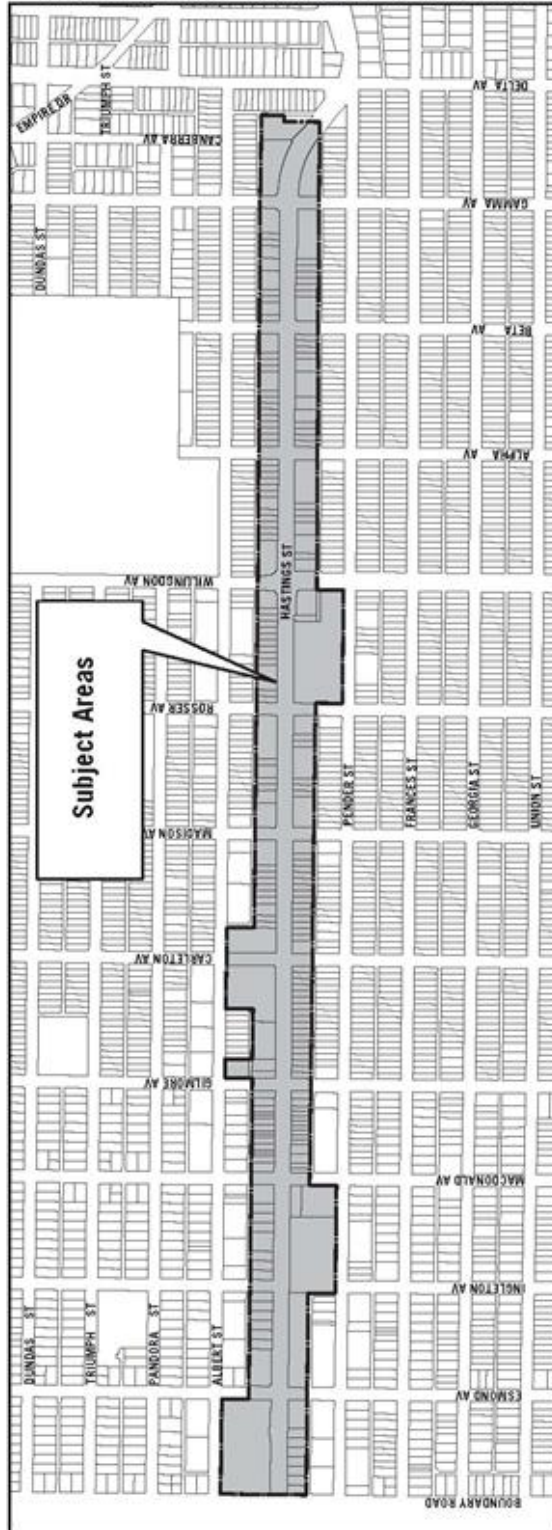
MAYOR

CLERK

CERTIFIED TRUE COPY
THIS 15th DAY OF APRIL 2014

AUTHORIZED SIGNATORY CLERK

SCHEDULE "A"
HASTINGS BUSINESS IMPROVEMENT AREA



SCHEDULE "B"

Intentionally deleted.

SCHEDULE "C"
MINIMUM INSURANCE SPECIFICATIONS

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

Bodily Injury Liability	\$5,000,000.00	each occurrence
	\$5,000,000.00	aggregate products and/or completed operations
Property Damage Liability	\$5,000,000.00	each occurrence
	\$5,000,000.00	aggregate products and/or Completed operations
Owned & Non-Owned Auto Liability	\$2,000,000.00	any one accident
3. The City shall be named as an Additional Insured under the Commercial General and Non-owned Automobile Liability Insurance.
4. A Cross Liability clause shall be made part of the Commercial General Liability Insurance.
5. The Commercial General Liability Insurance shall be endorsed to provide that it will not be cancelled, lapsed or adversely changed without at least thirty (30) days written notice to the City.
6. The insurance listed above is the minimum requirement. Prior to the commencement of any work on City land, the Association, Applicant, or Permit Holder shall file with the City a copy of each certificate of insurance or, if requested by the City, insurance policy for the insurance that is required for the permitted work. All insurance shall be maintained until final completion of the Works, including the making good of faulty work or materials, except that coverage for Products and Completed Operations Liability shall be maintained for at least twelve (12) months following completion of the Works.