

Appendix D

Draft Heritage Revitalization Agreement Bylaw No. 8362, 2024

CORPORATION OF THE CITY OF NEW WESTMINSTER

**HERITAGE REVITALIZATION AGREEMENT (HOLY EUCHARIST CATHEDRAL)
BYLAW NO. 8362, 2024**

**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 owners of the properties located at 501 Fourth Avenue and 408 Fifth Street 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 (Holy Eucharist Cathedral) Bylaw No. 8362, 2024”.

Heritage Revitalization Agreement

2. The City of New Westminster enters into a Heritage Revitalization Agreement with the registered owners of the properties located at 501 Fourth Avenue and 408 Fifth Street, legally described as:

PID: 010-065-741
LOT 22 OF LOT 6 SUBURBAN BLOCK 7 PLAN 15162;

PID: 013-454-269
LOT 5 OF LOT 6 SUBURBAN BLOCK 7 PLAN 2620;

PID: 013-454-277
LOT 6 OF LOT 6 SUBURBAN BLOCK 7 PLAN 2620;

PID: 013-454-285
LOT 7 OF LOT 6 SUBURBAN BLOCK 7 PLAN 2620;

and

PID: No Parcel Identification Number
Pedestrian laneway south of LOT 22 OF LOT 6 SUBURBAN BLOCK 7 PLAN 15162 and north
of LOTS 5-7 OF LOT 6 SUBURBAN BLOCK 7 PLAN 2620.

(together, the “Lands”)

3. If the City and the registered owner of the Lands enter into a purchase and sales agreement, and the registered owner of the Lands acquires and consolidates with the Lands, the pedestrian laneway south of LOT 22 OF LOT 6 SUBURBAN BLOCK 7 PLAN 15162 and north of LOTS 5-7 OF LOT 6 SUBURBAN BLOCK 7 PLAN 2620 (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 _____, 2024.

READ A SECOND TIME this ___ day of _____, 2024.

PUBLIC HEARING held this ___ day of _____, 2024.

READ A THIRD TIME this ___ day of _____, 2024.

ADOPTED this ___ day of _____ 2024.

Mayor

City Clerk

SCHEDULE "A"

HERITAGE REVITALIZATION AGREEMENT (Holy Eucharist Cathedral)

THIS AGREEMENT dated for reference the ___ day of ____, 2023 is

BETWEEN:

THE UKRAINIAN CATHOLIC EPARCHY OF NEW WESTMINSTER, 502 Fifth Avenue, New Westminister, BC V3L 1S2

(the "Owner")

AND:

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

(the "City")

WHEREAS:

A. The Owner is the registered owner in fee simple of the land and all improvements located at 501 Fourth Avenue and 408 Fifth Street and legally described as:

PID: 010-065-741
LOT 22 OF LOT 6 SUBURBAN BLOCK 7 PLAN 15162;

PID: 013-454-269
LOT 5 OF LOT 6 SUBURBAN BLOCK 7 PLAN 2620;

PID: 013-454-277
LOT 6 OF LOT 6 SUBURBAN BLOCK 7 PLAN 2620;

PID: 013-454-285
LOT 7 OF LOT 6 SUBURBAN BLOCK 7 PLAN 2620;

and

PID: No Parcel Identification Number
Pedestrian laneway south of LOT 22 OF LOT 6 SUBURBAN BLOCK 7 PLAN 15162 and north of LOTS 5-7 OF LOT 6 SUBURBAN BLOCK 7 PLAN 2620.

(together, the "Lands");

- B. If the Owner and the City enter into a purchase and sales agreement, and the Owner acquires and consolidates with the Lands the Closed Road as shown in **Appendix 7**, the Heritage Revitalization Agreement will apply to the Closed Road;
- C. The Owner has applied to the City for an amendment to the Official Community Plan Bylaw No. 8361, 2023 (the "OCP Amendment") to allow the development of a mixed-use six storey building to the west of the Heritage Cathedral (the "Mixed Use Building"), two storey courtyard residences attached to the Mixed Use Building (the "Courtyard Residences"), and a residential two storey building to the north of the Heritage Cathedral (the "Manor") which are shown on the site plan attached as **Appendix 1** (the "Site Plan"), labelled "[REDACTED]" and "[REDACTED]", respectively;
- D. There is an existing building on the Lands, known as the Holy Eucharist Cathedral of New Westminster (the "Heritage Cathedral"), which is shown on the Site Plan attached in **Appendix 1** (the "Site Plan").
- E. The City and the Owner agree that the Heritage Cathedral has heritage value and should be conserved;
- 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, and the OCP Amendment is approved, the Owner wishes to retain, restore, and rehabilitate the Heritage Cathedral (the "Heritage Work");
- 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*;
- I. 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 Cathedral is to be preserved and protected, in return for specified supplements and variances to City bylaws;

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 Cathedral

1. Upon execution of this Agreement, the Owner shall commence and complete the Heritage Work in strict accordance with the "Heritage Conservation Plan" prepared by

Elana Zysblat, Ance Building Services, dated [REDACTED], a copy of which is attached as **Appendix 2** (the “Heritage Conservation Plan”), and the design plans and specifications prepared by Surf Architecture, dated [REDACTED], and Durante Kreuk Ltd., dated [REDACTED], in respect of the Heritage Cathedral, a copy 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 Heritage Work, the Owner shall obtain from the City all necessary permits and licenses, including a heritage alteration permit.
3. The Owner shall obtain written approval from the City’s Director of Climate Action, Planning and Development for any changes to the Heritage Work or the Approved Plans, and obtain any amended permits that may be required for such changes, as required by the City, and such approval shall not be unreasonably withheld.
4. The Owner agrees that the City may, notwithstanding that such a permit may be issuable under the City’s zoning and building regulations and the BC Building Code, withhold a building permit applied for in respect of the Heritage Work to the Heritage Cathedral if the work that the Owner wishes to undertake is not in accordance with the Heritage Conservation Plan.
5. The Heritage 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”, Second Edition, published by Parks Canada in 2010.
6. The Owner shall erect throughout the course of the Heritage Work, a sign of sufficient size and visibility to effectively notify contractors and tradespersons entering onto the Lands that the Heritage 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, 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 Heritage Work and to perform the duties set out in section 7 of this Agreement, below.

Responsibilities of the Registered Professional

8. The Registered Professional shall:
 - (a) prior to commencement of the Heritage Work, and at any time during the course of the Heritage 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 Heritage Work and ensure compliance of the Heritage Work with this Agreement, including the Heritage Conservation Plan in **Appendix 2**;
- (c) provide regular reports to the City's Climate Action, Planning and Development Department on the progress of the Heritage Work;
- (d) upon substantial completion of the Heritage 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 Cathedral 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 Heritage Cathedral, the Mixed Use Building, the Courtyard Residences, or the Manor that may result from the designation.
- 10. Following completion of the Heritage Work, the Owner shall maintain the Heritage Cathedral in good repair in accordance with the Heritage Conservation Plan in **Appendix 2** and the maintenance standards set out in 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 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 Heritage Work in accordance with this Agreement, the Owner shall not alter the heritage character or the exterior appearance of the Heritage Cathedral, except as permitted by a heritage alteration permit issued by the City.

Damage to or Destruction of the Heritage Cathedral

- 12. If the Heritage Cathedral 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 Cathedral to the same condition and appearance that existed before the damage occurred.

13. If the Heritage Cathedral is damaged during the course of construction of the Mixed Use Building, the Courtyard Residences, and/or Manor, 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 applied in respect of the Mixed Use Building, Courtyard Residences, or Manor, if the Owner has not repaired the damage to the Heritage Cathedral to the satisfaction of the Director of Climate Action, Planning and Development.
14. If, in the opinion of the City, the Heritage Cathedral is completely destroyed, the Owner shall construct a replica, using contemporary material if necessary, of the Heritage Cathedral that complies in all respects with the Heritage Conservation Plan in **Appendix 2** and with City of New Westminster Zoning Bylaw No. 6680, 2001, as varied by this Agreement, after having obtained a heritage alteration permit and any other necessary permits and licenses.
15. The Owner shall use their best efforts to commence and complete any repairs to the Heritage Cathedral, or the construction of any replica building, with reasonable dispatch.

Subdivision and Consolidation

16. Nothing in this Agreement commits the Approving Officer to approve the proposed consolidation of the Lands.
17. The Lands shall not be subdivided by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia), in respect of the Mixed Use Building.
18. The Lands shall not be subdivided by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia), in respect of the Manor, until the Owner has been issued an occupancy permit for the Mixed Use Building.

Construction of the New Buildings

19. The Owner shall construct the Mixed Use Building, Courtyard Residences and Manor in strict accordance with the Site Plan and the Approved Plans.
20. Prior to commencement of construction of the Mixed Use Building, Courtyard Residences and Manor, 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 consolidate the Lands.
21. The Owner shall obtain written approval from the City's Director of Climate Action, Planning and Development for any changes to the Mixed Use Building, Courtyard Residences or Manor, and obtain any amended permits that may be required for such changes to the Mixed Use Building, Courtyard Residences, or Manor, as required by the City.

22. 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 Mixed Use Building, Courtyard Residences, or Manor if the work that the Owner wishes to undertake is not in accordance with the Approved Plans or conditions of this agreement.
23. The construction of the Mixed Use Building, Courtyard Residences, and Manor shall be done at the Owner's sole expense and in accordance with generally accepted engineering and architectural practices.

Timing and Phasing

24. The Owner shall commence and complete all actions required for the completion of the Heritage Work, as set out in the Heritage Conservation Plan in **Appendix 2**, within three years following the date of issuance of all relevant permits, including the Heritage Alteration Permit, Building Permit(s), and Tree Permit. The Owner acknowledges and agrees that the City may withhold issuance of building permits, other than permits for excavation, foundation and parkade construction, in respect of the Manor, Courtyard Residences, or the Mixed Use Building on the Lands until the Owner has completed the Heritage Work in respect of the Heritage Cathedral, to the satisfaction of the Registered Professional, and the City's Director of Climate Action, Planning and Development.
25. The Owner acknowledges and agrees that no occupancy permit for the Courtyard Residences will be issued until the Owner has been issued an occupancy permit for the Mixed Use Building.
26. The Owner shall complete all actions required for completion of the Heritage Work and the Mixed Use Building, Courtyard Residences and Manor, as set out in **Appendix 5**, within five years following date of issuance of all permits relevant to the Heritage Work and construction of the Mixed Use Building, Courtyard Residences and Manor, including Heritage Alteration Permit(s), Building Permit(s), and Tree Permit(s).

Inspection

27. 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 Heritage Work.
28. For the duration of the Heritage Work and the construction of the Mixed Use Building, Courtyard Residences and Manor 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.

29. 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 Cathedral or the Mixed Use Building, Courtyard Residences or the Manor if the Owner has not completed the Heritage Work with respect to the Heritage Cathedral or construction of the Mixed Use Building, Courtyard Residences or the Manor in accordance with this Agreement or to the satisfaction of the City's Director of Climate Action, Planning and Development.
30. 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 Courtyard Residences or Manor if the Owner has not completed the Work with respect to the Heritage Cathedral or construction of the Mixed Use Building, Courtyard Residences, or Manor to the satisfaction of the City's Director of Climate Action, Planning and Development.

Conformity with City Bylaws

31. 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**.
32. 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 Cathedral, the Mixed Use Building, Courtyard Residences or the Manor, must comply with all applicable bylaws of the City.

No Application to Building Interiors

33. Unless otherwise stated in this Agreement or set out in the Heritage Conservation Plan, the terms and conditions of this Agreement respecting the Heritage Cathedral, the Mixed Use Building, Courtyard Residences and the Manor 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

34. The Owner acknowledges that it is an offence under Section 621(1)(c) of the *Local Government Act* to alter the Lands, the Heritage Cathedral, the Mixed Use Building, Courtyard Residences or the Manor 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.
35. 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.

36. The Owner acknowledges that, if the Owner alters the Lands, the Heritage Cathedral, the Mixed Use Building, Courtyard Residences or the Manor 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 Cathedral, the Mixed Use Building, Courtyard Residences, or the Manor, or all, to their condition before the contravention;
 - (b) an order that the Owner undertake compensatory conservation work on the Lands, the Heritage Cathedral, the Mixed Use Building, Courtyard Residences or the Manor, or all;
 - (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.
37. 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.
38. 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.
39. 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

40. 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

41. 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.

42. 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

43. 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

44. 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

45. 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

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

Number and Gender

47. 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

48. 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

49. 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.

Effective Date

50. This agreement is only in effect upon consolidation of the Lands as generally identified on "The Road Closure and Consolidation Plan" a copy of which is attached as **Appendix 7**.

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

THE UKRAINIAN CATHOLIC EPARCHY OF NEW WESTMINSTER

by its authorized signatory:

Name:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

by its authorized signatories:

Mayor

City Clerk

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APPENDIX 1

SITE PLAN

DRAFT

APPENDIX 2
CONSERVATION PLAN

DRAFT

APPENDIX 3

CONFIRMATION OF COMMITMENT BY REGISTERED PROFESSIONAL

Date: _____

City of New Westminster
511 Royal Avenue
New Westminster, B.C. V3L 1H9

Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for Holy Eucharist Cathedral, 501 Fourth Avenue and 408 Fifth 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

Signature or Seal

Telephone No.

APPENDIX 4

CERTIFICATION OF REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue
New Westminster, B.C. V3L 1H9

Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for Holy Eucharist Cathedral, 501 Fourth Avenue and 408 Fifth 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 work complies 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

Signature or Seal

Telephone No.

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APPENDIX 5
APPROVED PLANS

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APPENDIX 6

LAND USE AND DEVELOPMENT REGULATIONS

Intent

- HRA .1 The intent of these land use and development regulations is to permit an existing place of worship and allow the development of a new low rise development with ground-level accessory church-related uses, residential (market rental and ownership housing), non-profit daycare space, elevator, and pedestrian corridor, as well as a new residential two storey building.

Permitted Principal and Accessory Uses

- HRA .2 The following principal and accessory uses are permitted as outlined. For uses accompanied by a checkmark, there are additional Conditions of Use contained within these regulations.

Permitted Principal Uses	Use Specific Regulations
<i>Business and professional offices</i> limited to administration of non-profit and religious organizations	
<i>Child care</i>	
Community recreation facilities excluding ice arenas, stadiums, auditoriums, gymnasiums, curling rinks, swimming pool	
<i>Educational and philanthropic institutions</i>	
<i>Multiple dwellings</i>	
Parks and playgrounds	
<i>Places of worship</i>	
<i>Public assembly</i> including temporary special events	
<i>Self-improvement schools</i>	
<i>Single detached dwellings</i>	✓
Drop-in centre providing meals;	

Permitted Accessory Uses	Use Specific Regulations
<i>Uses</i> accessory to any permitted <i>principal uses</i>	
<i>Home based businesses</i>	✓

Definitions

- HRA .3 Despite definitions elsewhere in the Bylaw, the following shall be defined as noted below for the purposes of this Zoning District:
- HRA .4 **Temporary special events** means community gatherings within the parish hall or plaza space, which includes activities, such as but not limited to, flea markets, craft fairs, outdoor markets. Such events are only permitted on a temporary or special occasion basis.

Conditions of Use

- HRA .5 *Single detached dwellings* shall be to RS-4 district standards.
- HRA .6 *Home based businesses* in accordance with Section 190.28 of the City of New Westminster Zoning Bylaw, as amended.

Rental Tenure

- HRA .7 The tenure of dwelling units within the six storey building (excluding the Courtyard Residences) is limited to *residential rental tenure*.

Density

- HRA .8 The maximum permitted density must not exceed a floor space ratio of **1.44**.
- HRA .9 The maximum number of residential units permitted shall not exceed 22 in number.
- HRA .10 A minimum of 17 units must be *residential rental tenure*.

Principal Building Envelope

- HRA .11 All *principal buildings and structures* shall be sized and sited according to the following:

Regulation	Heritage Revitalization Agreement Bylaw Requirement/Allowance
Minimum <i>rear yard setback (north)</i>	1.5 metres (4.9 feet)
Minimum <i>side yard setback (west)</i>	2.6 metres (8.5 feet)
Minimum side yard setback (Fifth Street)	7.2 metres (23.6 feet)
Minimum front yard setback (Fourth Avenue)	0.0 metres (0.0 feet)
Maximum <i>building height</i>	23.0 metres (75.5 feet)
Maximum <i>site coverage</i>	60%

Off-Street Parking and Loading Requirements

- HRA .12 *Off-street parking* shall be provided in accordance with the Off-Street Parking Regulation section of the City of New Westminster Zoning Bylaw, except for the following:
- a) A minimum of 12 institutional off-street parking spaces shall be required.
 - b) One scooter plug and charging area in a minimum 6.0 square metres secure area shall be required per site.
- HRA .13 Bicycle parking shall be provided in accordance with the Off-Street Bicycle Parking Regulation section of the City of New Westminster Zoning Bylaw, except for the following:
- a) *Long term bicycle parking* spaces provided in individual *bicycle lockers* shall be at least 0.0 metres away from the edge of the nearest bicycle parking space; and,
 - b) There shall be no locational requirements for *7 short term bicycle parking stalls*;
- HRA .14 Off-street loading spaces shall not be required.

APPENDIX 7

ROAD CLOSURE AND CONSOLIDATION PLAN

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